

CITY COUNCIL

1520 AVENUE K



DATE: 3/22/2010
CALL TO ORDER: 7:00 p.m.
INVOCATION: Reverend Bryan Stamper
Grace Presbyterian Church
PLEDGE OF ALLEGIANCE: Daisy Girl Scout Troop 3037
Shepard Elementary

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u> Presentation: Karen Rhodes - 20 Year Anniversary</p> <p><u>OATHS OF OFFICE</u> <u>North Texas Municipal Water District Board</u> Shep Stahel</p> <p><u>COMMENTS OF PUBLIC INTEREST</u> <u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>CONSENT AGENDA</u> <u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p><u>Approval of Minutes</u> March 8, 2010</p>	
	<p><u>Approval of Expenditures</u></p>	
	<p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p>	
(b)	<p>Bid No. 2010-64-B for the purchase of Audio/Video Media Equipment for the Police Department in the amount of \$70,104 to The Whitlock Group, and authorizing the City Manager to execute all necessary documents.</p>	
(c)	<p>Bid No. 2010-68-B for Police Building Evidence Storage Ventilation Improvements, in the amount of \$146,463 to Gulf Energy Systems, Inc., and authorizing the City Manager to execute all necessary documents.</p>	
(d)	<p>Bid No. 2010-60-B, 2008-2009 Sidewalk Construction Project to HMC Asphalt and Concrete, Inc. in the amount of \$214,900.</p>	
(e)	<p>Bid No. 2010-69-B, 2009-10 Pavement Maintenance Phase I – F Avenue, Park Boulevard, Spring Creek Parkway and Wyeth Drive to Hencie International, Inc. in the amount of \$426,366.</p>	
(f)	<p>Bid No. 2010-52-B for one (1) McCloskey model 733 REW, Trommel Screen for the Sustainability Department to McCourt and Son's Equipment, Inc. in the amount of \$513,980.</p>	
	<p>Purchase from an Existing Contract</p>	
(g)	<p>To approve an expenditure for a maintenance agreement between Motorola and the City of Plano in the amount of \$209,950 for Wireless Mesh Network Devices through an existing contract with the Houston-Galveston Area Council, and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. RA-01-08).</p>	
(h)	<p>To approve an expenditure for an annual mesh hardware maintenance contract between Scientel Wireless, LLC and the City of Plano in the amount of \$440,000 through an existing contract with the Houston-Galveston Area Council, and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. CW10-09).</p>	
	<p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p>	
(i)	<p>To approve a contract for the purchase of Structural and Roof Repairs at Harrington Library in the amount of \$67,987 from Weatherproofing Technologies, Inc. through an existing contract/agreement with The Cooperative Purchasing Network (TCPN) and authorizing the City Manager to execute all necessary documents. (TCPN Contract Number R4812)</p>	
(j)	<p>To approve of an engineering contract by and between the City of Plano and Lina T. Ramey and Associates, Inc. in the amount of \$212,000 for the engineering design of the Intersection Improvements – Plano Parkway & Los Rios Boulevard Project, and authorizing the City Manager to execute all necessary documents.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>Approval of Change Order</p>	
(k)	<p>To Hencie International, Inc., increasing the contract by \$82,983 for the 2008-2009 Residential Concrete Pavement Rehabilitation Project, Zone I4, Project No. 5969, Change Order No. 1, Bid No. 2009-79-B.</p>	
(l)	<p>To Weir Bros. Inc., increasing the contract by \$85,622 for Razor Road from Ohio Drive to SH 121, Project No. 5715, Change Order No. 3, Bid No. 2009-81-B.</p>	
(m)	<p>To Motorola USA, Inc., increasing the contract by \$1,521,001 for CSP P25 Trunk Radio System simulcast site additions to Communications Tower and Schoolhouse, Change Order No. 2, Bid No. 2009-137-C.</p>	
	<p><u>Adoption of Resolutions</u></p>	
(n)	<p>To endorse certain legislative changes relating to the Sunset Review of the Texas Public Utility Commission and the Special Purpose Review of the Electric Reliability Council of Texas, and providing an effective date.</p>	
(o)	<p>To approve the terms and conditions of a grant awarded by the American Recovery and Reinvestment Act of 2009; Edward Byrne Memorial Justice Assistance (JAG) State Formula Program through the Criminal Justice Division of the Office of the Governor of Texas to the City of Plano, Texas for Audio/Visual Media equipment; authorizing the execution of any and all documents in connection therewith by the City Manager; and providing an effective date.</p>	
(p)	<p>To authorize the filing of application for federal funds in an amount not to exceed \$59,500 under the Edward Byrne Memorial Justice Assistance (JAG) State Formula Program through the Office of the Governor of Texas, Criminal Justice Division; designating Gregory W. Rushin as authorized representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date.</p>	
(q)	<p>To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, concerning intersection improvements at Custer Road and Park Boulevard, Spring Creek Parkway and Jupiter Road, Ohio Drive and SH 121, and Independence Parkway and Parkhaven Drive; authorizing its execution by the City Manager; and providing an effective date.</p>	
(r)	<p>To authorize outside employment with Southern Methodist University for the City Attorney, Diane Wetherbee; and providing an effective date.</p>	
(s)	<p>To authorize the City to enter into a lawsuit against the Texas Commission on Environmental Quality with regard to the Voda Petroleum Site; authorizing the City Attorney to enter into any and all agreements in connection therewith; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Adoption of Ordinances</u></p> <p>(t) To amend section 9-22(c) of Article II, Food Care and sections 9-31 and 9-32 of Article III, Personnel, of Chapter 9, Food Code, to incorporate new health and cleanliness standards for food establishment employees as allowed by State law and to correct a reference under the food care regulation; and providing a penalty clause; a severability clause; a repealer clause, a savings clause; a publication clause and an effective date.</p> <p>(u) To amend Sections 14-114(a), 14-116, 14-117, and 14-120 of Article VIII, Additional Regulations for Tattoo and Certain Body Piercing Studios, to Chapter 14, Offenses-Miscellaneous, of the Code of Ordinances to clarify penalties, incorporate the name change of the Department of State Health Services; providing new language for Inspections and Permitting Regulations and providing a penalty clause, a savings clause, a severability clause, a repealer clause, a publication clause and an effective date.</p> <p>(v) To approve the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, Texas and the Town of Hebron, Texas; authorizing the City Manager to execute the agreement on behalf of the City of Plano; and providing an effective date.</p> <p>(w) To transfer the sum of \$8,616 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2009-10 for the purpose of providing additional funds for the difference in preliminary estimated costs and actual costs associated with conducting a Special Election on January 30, 2010 to fill the vacant Place 3 City Council position; amending the budget of the City and Ordinance 2009-9-13, as amended, to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.</p> <p>(x) To amend Section 12-104.5 of Article V Stopping, Standing and Parking, of Chapter 12 Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano by deleting the provision regarding parking at the Municipal Center; providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date.</p> <p>(y) To amend Sec. 10-16 Membership of Article II Advisory Board of Chapter 10 Library, of the Code of Ordinances of the City of Plano, to increase the number of members and increase the number required for a quorum; and providing a repealer clause, a severability clause, and an effective date.</p>	
	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p> <p>(1) Presentation of the 2009-10 Status Report and Three-Year Financial Forecast to City Council.</p> <p>(2) Public Hearing on the need to continue the City of Plano's Juvenile Curfew Ordinance (Ordinance No. 94-11-11); to receive a city staff report on the effectiveness of the Juvenile Curfew Ordinance; and to determine whether the ordinance should be abolished, continued, or modified.</p> <p>(3) Consideration of an Ordinance to provide certain Heritage Resources located in the City of Plano, Texas, partial exemption from the current year Ad Valorem Taxation in the amount of \$31,142 providing a severability clause and an effective date and consideration of an appeal of the Heritage Commission's recommended denial of tax exemption for 1004 East 15th Street.</p> <p>(4) Consideration of an Appeal of the Planning & Zoning Commission's Denial of the Preliminary Site Plan for Eastside 14th Street Addition, Block A, Lot 1 - Retail, restaurant, and general office on one lot on 0.3± acre located at the southeast corner of J Avenue and 14th Street. Applicant: Eastside 14th Street, LLC</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. 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 972-941-7120.</u></p>	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		3/22/2010		
Department:		City Manager's Office		
Department Head		Thomas Muehlenbeck		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
Presentation: Karen Rhodes 20 Year Anniversary				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
March 8, 2010**

COUNCIL MEMBERS

Phil Dyer, Mayor
Harry LaRosiliere, Mayor Pro Tem
Lee Dunlap, Deputy Mayor Pro Tem
Pat Miner
Ben Harris
Mabrie Jackson (resigned)
Lissa Smith
Jean Callison

STAFF

Thomas H. Muehlenbeck, City Manager
Frank Turner, Deputy City Manager
Bruce Glasscock, Deputy City Manager
Mark Israelson, Assistant City Manager
LaShon Ross, Assistant City Manager
Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor Dyer called the meeting to order at 5:10 p.m., Monday, March 8, 2010, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Mayor Pro Tem LaRosiliere arrived at 5:11 p.m. Mayor Dyer then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice/Litigation, Section 551.071, discuss Personnel, Section 551.074; and to receive information regarding Economic Development, Section 551.087 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Dyer reconvened the meeting back into the Preliminary Open Meeting at 6:20 p.m.

**Consideration and action resulting from Executive Session discussion: Personnel
Appointments**

North Texas Municipal Water District Board

Upon a motion made by Mayor Dyer and seconded by Mayor Pro Tem LaRosiliere, the Council voted 7-0 to appoint Shep Stahel as an interim member (expires May 2010).

Personnel Appointments

Photographic Traffic Signal Advisory Committee

The Council extended the deadline for application submittal to March 15, 2010 and consideration of appointments on March 22, 2010.

Arts of Collin County Quarterly Report

Executive Director Mike Simpson spoke to the City of Frisco taking no action on a revote for the arts hall and to their discussion of the sale of bonds. He spoke to work towards finalizing the contribution agreement and future consideration of it by the three cities with a total cost for phase one of \$65.7 million representing a decrease from estimates of \$86 million. Mr. Simpson requested discussion between the board and mayors/city managers of Plano, Allen and Frisco prior to finalization of the agreement.

Discussion and Direction re Pecan Hollow Golf Course Renovation

Director of Parks and Recreation Fortenberry spoke to the Pecan Hollow Golf Course as the oldest facility that has not be renovated with irrigation 25 years old, compacted greens and tees, corroded pump house, poor drainage and course safety concerns. She reviewed a proposed timeline with execution of a contract in September 2010, renovations beginning in November 2010 with a reopening of the course in October 2011 and to the bonds approved in 2005 (\$1.8 million) and 2009 (\$7 million). Ms. Fortenberry spoke to the continued decline should renovations be delayed, to closing the course for a year during the process to minimize the impact, to restructuring of staff, and to the loyal player base for the course. She spoke to working with area courses to accommodate players, advised that the course has historically paid for itself other than debt service and spoke to anticipating 60-62,000 rounds played and the timing necessary for improvements. City Manager Muehlenbeck spoke to selling debt in January 2011 adding .22 to the tax rate. Citizen of the City Jerry Yancey spoke on behalf of the Plano Senior Men's Golf Association in support of the renovations. The Council stated a consensus directing Staff to move forward.

Update of Legacy/Preston Intersection Improvements

Director of Engineering/Public Works Upchurch spoke to project delays, opening of a through lane in the next few weeks with anticipated completion by mid-May. Transportation Engineering Manager Neal advised regarding plans to provide information to the public through message boards, presentations, public service announcements, web-site information, and print media. He responded to Council Member Harris that Staff will look into including information in utility bill mailings.

Board and Commissions Review Committee Report

Mayor Pro Tem LaRosiliere spoke to meetings held with board/commission members and the request by the Library Advisory Board to increase their membership to which the Council stated consensus. He spoke to sunsetting the Public Art Committee and including representation of the arts on the Parks and Recreation Planning Board as a position comes open without amending membership requirements to which the Council concurred. City Attorney Wetherbee advised that Staff would review the Public Arts Master Plan to determine future needs. Council Member Callison spoke to the Senior Citizens Advisory Board's plans to hold called meetings.

Remaining items were considered during the Regular Session. Mayor Dyer adjourned the Preliminary Meeting at 7:01 p.m.

Phil Dyer, Mayor

ATTEST

Diane Zucco, City Secretary

CITY COUNCIL
March 8, 2010

COUNCIL MEMBERS

Phil Dyer, Mayor
Harry LaRosiliere, Mayor Pro Tem
Lee Dunlap, Deputy Mayor Pro Tem
Pat Miner
Ben Harris
Mabrie Jackson (resigned)
Lissa Smith
Jean Callison

STAFF

Thomas H. Muehlenbeck, City Manager
Frank Turner, Deputy City Manager
Bruce Glasscock, Deputy City Manager
Mark Israelson, Assistant City Manager
LaShon Ross, Assistant City Manager
Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor Dyer convened the Council into the Regular Session on Monday, March 8, 2010, at 7:07 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Reverend Shannon Grubbs of First Christian Church Plano and the Pledge of Allegiance was led by Jr. Girl Scout Troop 1861 of Dooley Elementary & McCall Elementary Schools.

Mayor Dyer presented special recognition to Kathi Cavanagh, TACA Volunteer of the Year and received a presentation of the Plano Police Department Reaccreditation. He further administered an oath of office to James M. Craft, Jr., incoming member of the Board of Adjustment.

The Council resumed discussion of items from the Preliminary Open Meeting.

Boards and Commission Annual Appointment Process

City Secretary Zucco proposed notifying the public of the appointment process through electronic means and reviewed the costs for utility bill inserts. The Council stated a consensus to provide notice through utility bills and further to notify those receiving their bills electronically through an e-blast. Ms. Zucco reviewed the calendar for reappointments in July and Council stated a consensus to immediately advise those not reappointed. Ms. Zucco provided information regarding updates to the application, scheduled receptions and appointments in September.

Departmental Briefings – Health

Director of Health Collins advised that Animal Services provides protection to the public and animals while improving the quality of life. He reviewed services at the shelter and in the City and spoke to the low percentage of animals covered by registration and monies lost. Mr. Collins spoke to the shelter being the first in Texas LEED-EB certified at the Silver Level. He further spoke to budgetary concerns of the division. Mr. Collins spoke to Health covering consumer health and retail foods through inspections, plans review, event permitting, training and addressing foodborne outbreaks. He spoke to responding to communicable disease events, addressing water quality and environmental health issues and to the impact of budget reductions including a reduction in the frequency of inspections and slower non-emergency response. Mr. Collins spoke to public support of the department as seen through surveys.

Council items for discussion/action on future agendas

Council Member Miner requested an update on parking in the Downtown area.

Consent and Regular Agenda

No items were discussed.

COMMENTS OF PUBLIC INTEREST

No one appeared to speak.

CONSENT AGENDA

Upon a motion made by Council Member Callison and seconded by Council Member Harris, the Council voted 7-0 to approve and adopt all items on the Consent Agenda as recommended and as follows:

Approval of Minutes (Consent Agenda Item “A”)

February 22, 2010

Approval of Expenditures

Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)

CSP No. 2009-145-C to approve of the City's option to renew an agreement with Integrated Technology Group for maintenance services for the Library RFID System for years two, three and four at the bundled pricing of \$41,788 per year. Renewal determination will be made annually per approved budget and performance of vendor. (Consent Agenda Item “B”)

Bid No. 2010-51-B for one (1) Trinity Trailer Eagle Bridge trailer to Trinity Trailer Sales Inc. in the amount of \$73,500. (Consent Agenda Item “C”)

Bid No. 2010-63-C for Median and Right of Way Landscape Maintenance-Variou Locations-including Coit Road, Custer Road, and Independence Parkway in the amount of \$81,345 to VMC Landscape Services, and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "D")

Bid No. 2008-190-C for Traffic Signal Control Cabinets to Paradigm Traffic Systems Inc in the estimated annual amount of \$99,260 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "E")

Purchase from an Existing Contract

To approve of the purchase of Bulk Fuels in the amount of \$300,000 from Martin Eagle Oil Company through an existing contract/interlocal agreement with Collin County, and authorizing the City Manager to execute all necessary contract documents (Collin County contract #10003-03). (Consent Agenda Item "F")

Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)

To approve a contract made and entered into by and between the City of Plano and Sharon Rowe, the Elections Administrator of Collin County, Texas, pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, regarding the coordination, supervision, and running of the City's March 27, 2010 Runoff Election in the estimated amount of \$80,544. (Consent Agenda Item "G")

Approval of Change Order

To approve a Change Order to a contract with Natgun Corporation, increasing the contract by \$40,568 for Custer Ground Storage Tank 1A, Change Order No. 4. (Original Bid No. 2009-166-B). (Consent Agenda Item "H")

Adoption of Resolutions

Resolution No. 2010-3-1(R): To repeal Resolution No. 2010-2-9(R) which adopted the City of Plano Water Management Plan; adopting a new Water Management Plan for the City of Plano, Texas, to promote responsible use of water and to provide for best management practices resulting in ongoing, long term water savings; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "I")

Resolution No. 2010-3-2(R): To approve the Investment Portfolio Summary for the quarter ending December 31, 2009; and providing an effective date. (Consent Agenda Item "J")

Resolution No. 2010-3-3(R): To appoint James D. Shields and Lori Leu to serve for two year terms as investigators as required by Section 2-104 of the Code of Conduct of the City of Plano; and providing an effective date. (Consent Agenda Item "K")

Adoption of Ordinances

Ordinance No. 2010-3-4: To transfer the sum of \$92,349 from the General Fund unappropriated fund balance for Fiscal Year 2009-10 to the General Fund operating appropriation for the purpose of providing additional funding for the estimated costs associated with conducting a Runoff Election on March 27, 2010 to fill the vacant Place 3 City Council position; amending the budget of the City and Ordinance 2009-9-13, as amended, to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date. (Consent Agenda Item “L”)

Ordinance No. 2010-3-5: To adopt and enact Supplement Number 89 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date. (Consent Agenda Item “M”)

ITEMS FOR INDIVIDUAL CONSIDERATION:

Public Hearing and adoption of Resolution No. 2010-3-6(R) to adopt the Consolidated Housing and Community Development Plan for 2010-2014 outlining the use of Community Development Block Grant (CDBG) funds and HOME Investment Partnership funds provided by the U.S. Department of Housing and Urban Development; and providing an effective date. (Regular Agenda Item “1”)

Community Services Manager Day spoke to the participation and public input included in the Plan. Heidi Aggeler, Managing Director of BBC Research and Consulting provided background on the process and advised that the purpose is to identify housing/community development needs, priorities, goals and stipulate how grant funds will be allocated. She advised that in 2009, the City received \$1.3 million in CDBG and \$482,440 in HOME funds. Ms. Aggeler described CDBG’s purpose to revitalize low-moderate income neighborhoods, expand affordable housing and support activities and HOME allowing communities to design strategies, strengthen partnerships and build the capacity of community-based housing groups. She spoke to previously funded activities including infill housing, housing rehabilitation, and assistance to first-time homebuyers, at-risk youth and those with HIV/AIDS. Ms. Aggeler spoke to needs as identified by public input in the areas of suitable housing, economic development, and special needs housing and reviewed recommended five-year strategies in these areas. Ms. Day responded to City Manager Muehlenbeck, advising that objectives can be supported through CDBG/HOME funds by partial payments.

Mayor Dyer opened the Public Hearing. Clay Boatright, representing the Arc of Dallas/Families with Disabilities, complimented the Council and City on their research and urged review of the information and how it can be used in other programs. No one else spoke for or against the item. The Public Hearing was closed.

Upon a motion made by Mayor Pro Tem LaRosiliere and seconded by Council Member Callison, the Council voted 7-0 to adopt the Consolidated Housing and Community Development Plan for 2010-2014 outlining the use of Community Development Block Grant (CDBG) funds and HOME Investment Partnership funds and further to adopt Resolution No. 2010-3-6(R).

Resolution No. 2010-3-7(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and Wyndham Jade LLC, a Delaware limited liability company; authorizing its execution by the City Manager and providing an effective date. (Regular Agenda Item “2”)

Director of Finance Tacke advised that Wyndham Jade LLC, would occupy no less than 20,000 square feet of commercial space and retain, transfer or create up to 90 full-time jobs by March 1, 2010 with up to an additional 50 full time jobs by December 31, 2011. She advised that the terms of the agreement run from March 1, 2010 – February 29, 2020 in an amount of up to \$112,000.

Upon a motion made by Council Member Harris and seconded by Council Member Miner, the Council voted 7-0 to approve an Economic Development Agreement with Wyndham Jade LLC and further to adopt Resolution No. 2010-3-7(R).

There being no further discussion, Mayor Dyer adjourned the meeting at 8:24 p.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		3/22/10		
Department:		Purchasing		
Department Head		Mike Ryan		
Agenda Coordinator (include phone #): Aimee Storm Ext. 7248				
CAPTION				
Award of Competitive Sealed Bid No. 2010-64-B for the purchase of Audio/Video Media Equipment, in the amount of \$70,103.63, to The Whitlock Group, and authorizing the City Manager or his designee to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	70,104	0	70,104
BALANCE	0	70,104	0	70,104
FUND(S): GRANT FUND (024.986)				
COMMENTS: Funds received from an ARRA 2009 Federal Grant are available for the purchase of Police Department audio/visual media equipment. STRATEGIC PLAN GOAL: The use of grant funds to purchase audio visual media equipment relates to the City's Goal of "Financially Strong City with Service Excellence".				
SUMMARY OF ITEM				
Staff recommends the Competitive Sealed Bid of The Whitlock Group, in the amount of \$70,103.63 be accepted as the lowest responsive responsible bidder, and conditioned upon timely execution of any necessary contract documents. This is for the purchase of Audio/Video Media Equipment.				
List of Supporting Documents: Memorandum Bid Recap			Other Departments, Boards, Commissions or Agencies	



P.O. Box 860358
Plano, Texas 75086-0358
972-941-7000
Fax. No. 972-941-0099

MEMORANDUM

DATE: March 9, 2010

TO: Gregory W. Rushin, Chief of Police *GR*

FROM: Glenn Cavin, Administrative Lieutenant to the Chief *GC*

SUBJECT: Bid Award Recommendation #2010-64-B

The Police Department, upon City Council approval for acceptance of the below referenced grant, would like to proceed with the proposed installation of Audio/Visual Media Equipment and **recommends an award of solicitation to The Whitlock Group**, in the amount of **\$70,103.63**.

In June 2009, an application was made by the Plano Police Department for a grant, in the amount of \$80,404, from the American Recovery and Reinvestment Act of 2009 / Edward Byrne Memorial Justice Assistance (JAG) State Formula Program. These funds were requested for installation of Audio/Visual Media Equipment in our three Patrol Services Division briefing rooms and the J.B. Toler Community Room. On November 18, 2009, we received an award letter from the Governor's office, advising that the Plano Police Department had been selected as a recipient of the requested funds.

On February 2, 2010, a solicitation was published by our Purchasing Department and bids were received from four vendors. Upon careful consideration of all submissions, it was determined that "The Whitlock Group" was the lowest responsive, responsible bidder.

Schoolhouse Audio-Visual has been deemed non-responsive due to not properly meeting specifications. The Police Department asked for pricing on a 65" LCD presentation monitor or equivalent, and Schoolhouse Audio-Visual bid a 60" LCD Monitor. Addendum #4 was not acknowledged; therefore the DLP Projector was not bid.

It was the intention of the Police Department to award by line item depending on the cost of each room. Due to funding, the Auditorium at the Academy is not going to be awarded.

The remaining grant funds are to be applied toward the purchase of four dedicated presentation computers; desks for use with the PC equipment in the briefing rooms; and the structural / electrical wiring modifications necessary prior to equipment installation.

CITY OF PLANO

BID NO. 2010-64-B Police Department Audio/Video Technology Upgrade BID RECAP

Bid opening Date/Time: February 25, 2010 @ 3:30PM

Number of Vendors Notified: 3317

Vendors Submitting "No Bids": 8

Number of Bids Submitted: 3

COMPANY NAME	Total Bid
THE WHITLOCK GROUP	\$79,846.30
ESP OF TEXAS, INC.	\$81,781.89
VIDEOTEX SYSTEMS, INC.	\$117,916.00

BID TOTAL REMOVING THE AUDITORIUM AT THE ACADEMY

THE WHITLOCK GROUP	\$70,103.63
ESP OF TEXAS, INC.	\$72,422.89
VIDEOTEX SYSTEMS, INC.	\$107,316.00

Vendors Evaluated Non-Responsive to Specification: 1

SCHOOLHOUSE AUDIO-VISUAL	\$82,545.01
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Recommended Vendor(s):

THE WHITLOCK GROUP

Aimee Storm

March 9, 2010

Aimee Storm, Buyer II

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		3/22/2010		
Department:		Purchasing		
Department Head		Mike Ryan		
Agenda Coordinator (include phone #): Dianna Wike x 5512				
CAPTION				
Award of Bid for Bid No. 2010-68-B, for Police Building Evidence Storage Ventilation Improvements, in the amount of \$146,463.00 to Gulf Energy Systems, Inc., and authorizing the City Manager or his designee to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	12,660	184,340	0	197,000
Encumbered/Expended Amount	-12,660	-1,850	0	-14,510
This Item	0	-146,463	0	-146,463
BALANCE	0	36,027	0	36,027
FUND(S): CAPITAL RESERVE				
COMMENTS: Funds are included in the Capital Reserve Fund. This item, in the amount of \$146,463, will leave a current year balance of \$36,027 for the Police Central project. STRATEGIC PLAN GOAL: Evidence storage ventilation improvements relate to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Staff recommends bid of Gulf Energy Systems, Inc., in the amount of \$146,463.00, be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This is for Police Building Evidence Storage Ventilation Improvements. Ventilation improvements are needed for the police building evidence storage area, to ventilate fumes from the evidence being brought into the building.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Bid Recap Memorandum				

CITY OF PLANO

Bid NO. 2010-68-B POLICE BUILDING EVIDENCE STORAGE VENTILATION IMPROVEMENTS BID RECAP

Bid opening Date/Time: March 1, 2010 @ 3:00pm

Number of Vendors Notified: 1343

Vendors Submitting "No Bids": 0

Number of Bid Submitted: 3

Gulf Energy Systems, Inc.	\$146,463.00
DMI Corporation	\$158,056.00
Berger Engineering Company	\$207,160.00

Bids Evaluated Non-Responsive to Specification: 0

Recommended Vendor(s):

Gulf Energy Systems, Inc.

Dianna Wike

March 8, 2010

Dianna Wike, Buyer Supervisor

Date

March 2, 2010

Dianna Wike
Buyer Supervisor

**RE: Bid Opening for 2010-68-B Police Building Evidence
Storage Ventilation Improvements**

Dianna,

I have reviewed the bids submitted for the Police Building Evidence Storage Ventilation Improvements. I recommend that Gulf Energy Systems Inc. be awarded the bid based on their lowest responsive, responsible bid in the amount of \$146,463.

The funding for the project is in Capital Reserve account 54458, and there are sufficient funds in that account for the project.

Ventilation improvements are needed for the police building evidence storage area, to ventilate fumes from the evidence being brought into the building. This will lessen the fumes being breathed by personnel processing the evidence.

Please contact me if you have any questions.

Thanks,

Richard Medlen
Facilities Maintenance Superintendent

cc: Jim Razinha
Melody Morgan
Bruce Shaulis
Richard Sievert
Glen Brashear
Elizabeth Dorrance



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/22/2010		
Department:		Public Works Administration / David Falls		
Department Head		Alan Upchurch		
Agenda Coordinator (include phone #): Margie Stephens (X4104)				
CAPTION				
<i>Award of Bid No. 2010-60-B, 2008-2009 Sidewalk Construction Project to HMC Asphalt and Concrete, Inc. in the amount of \$214,900.00.</i>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	3,000	587,000	250,000	840,000
Encumbered/Expended Amount	-3,000	-1,177	0	-4,177
This Item	0	-214,900	0	-214,900
BALANCE	0	370,923	250,000	620,923
FUND(S): CAPITAL RESERVE				
<p>COMMENTS: Funds are included in the Capital Reserve Fund. This item, in the amount of \$214,900, will leave a current year balance of \$370,923 for the Sidewalk Repairs project.</p> <p>STRATEGIC PLAN GOAL: Sidewalk construction relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Staff recommends the bid for the 2008-09 Sidewalk Construction Project to HMC Asphalt and Concrete, Inc., in the amount of \$214,900.00, be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.</p> <p>This project involves the construction of new sidewalk at 24 locations in the City to provide access for pedestrians and ADA requirements.</p> <p>The secondary vendor being recommended is Hencie International, Inc., in the amount of \$258,800.00.</p> <p>Engineer's estimate for this project is \$300,000.00.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Bid Tabulation				
Location Map				

CITY OF PLANO

BID NO. 2010-60-B
2008-09 Sidewalk Construction Project, Project No. 5988
BID TABULATION

Bid opening Date/Time: February 18, 2010 @ 3:30PM

Number of Bids Submitted: 12

COMPANY NAME	Total Base Bid	Bid Bond Present	Alternate 1	Addendum 1 acknowledged
HMC Asphalt & Concrete.	\$214,900.00	Yes	No bid	Yes
Hencie International.	\$258,800.00	Yes	\$258,800.00	Yes
Jerusalem Corp.	\$262,175.00	Yes	No bid	Yes
Stark Built Ltd.	\$263,825.08	Yes	\$265,649.70	Yes
Jim Bowman Construction	\$292,316.00	Yes	\$292,316.00	Yes
Estrada Concrete Company	\$295,350.00	Yes	\$307,625.00	Yes
Ken Do Contracting	\$317,962.50	Yes	\$317,962.50	Yes
Smith Contracting	\$331,362.50	Yes	\$331,362.50	Yes
F & F Concrete	\$338,422.50	Yes	\$338,422.50	Yes
C Green Scaping Inc	\$354,592.00	Yes	\$354,592.00	Yes
Sero Construction Group	\$395,908.00	Yes	\$395,908.00	Yes
A & M Construction	\$399,400.00	Yes	\$399,400.00	Yes

Nancy Corwin

February 18, 2010

Nancy Corwin, Buyer

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/22/2010		
Department:		Public Works Administration / David Falls		
Department Head		Alan Upchurch		
Agenda Coordinator (include phone #): Margie Stephens (X4104)				
CAPTION				
<i>Award of Bid No. 2010-69-B, 2009-10 Pavement Maintenance Phase I – F Ave, Park Blvd, Spring Creek Pkwy and Wyeth Dr. to Hencie International, Inc. in the amount of \$426,365.80.</i>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	369,343	2,095,657	1,000,000	3,465,000
Encumbered/Expended Amount	-369,343	-257	0	-369,600
This Item	0	-426,366	0	-426,366
BALANCE	0	1,669,034	1,000,000	2,669,034
FUND(S): CAPITAL RESERVE				
<p>COMMENTS: Funds are included in the Capital Reserve Fund. This item, in the amount of \$426,366, will leave a current year balance of \$1,669,034 for the Pavement Maintenance project.</p> <p>STRATEGIC PLAN GOAL: Pavement maintenance repairs relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Staff recommends the bid for the 2009-2010 Pavement Maintenance Phase I – F Ave, Park Blvd, Spring Creek Pkwy and Wyeth Dr. to Hencie International, Inc., in the amount of \$426,365.80 for alternate No. 1 (Cement that is produced by cement manufacturing facilities that meet or are below the source cap limits for emissions established by the TCEQ) which is within 5% of the base bid, be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.</p> <p>This project involves the repair of arterial and collector concrete pavement on F Ave. between Plano Pkwy and 14th St, Park Blvd between Ventura Dr and Ohio Dr, Spring Creek Pkwy between K Ave and Jupiter Rd and Wyeth Dr between Coit Rd and Artist Dr.</p> <p>The second low bidder vendor being recommended is Jim Bowman Construction Company L.P. in the amount of \$479,188.10.</p> <p>Engineer's estimate for this project is \$640,185.00.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Bid Tabulation Location Map				

CITY OF PLANO

BID NO. 2010-69-B

2009-10 Pavement Maintenance Phase 1 F Ave., Park Blvd., Spring Creek Pkwy., Wyeth Dr. Project 6020
BID TABULATION

Bid opening Date/Time: February 26, 2010 @ 3:00PM

Number of Bids Submitted: 7

COMPANY NAME	Total Base Bid	Bid Bond Present	Alternate 1
Hencie International	\$426,365.80	Yes	\$426,365.80
Jim Bowman Construction	\$479,188.10	Yes	\$479,188.10
Jerusalem Corp	\$506,088.50	Yes	\$506,088.50
Smith Contracting	\$512,402.20	Yes	\$512,402.20
Ken-Do Contracting	\$543,881.50	Yes	\$543,881.50
Ratliff Hardscape LTD	\$622,185.32	Yes	\$622,185.32
Estrada Concrete Co.	\$778,588.00	Yes	\$778,588.00

Nancy Corwin

February 26, 2010

Nancy Corwin, Buyer

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		3/22/10		
Department:		Purchasing/Fleet		
Department Head		Mike Ryan/Reid Choate		
Agenda Coordinator (include phone #): Earl Whitaker x7407				
CAPTION				
Award of Bid No. 2010-52-B for one (1) McCloskey model 733 REW, Trommel Screen to McCourt & Son's Equipment in the amount of \$513,980.00 (2010-52-B).				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		513,980	0	513,980
Encumbered/Expended Amount	0	0	0	0
This Item	0	-513,980	0	-513,980
BALANCE	0	0	0	0
FUND(S): EQUIPMENT REPLACEMENT FUND (ERF)				
<p>COMMENTS: Funding in the amount of \$250,000 is included in the FY 2009-10 adopted budget to purchase one (1) McCloskey Model 733 REW, Trommel Screen per Bid Sync Bid #2010-52-B. The additional funds of (\$263,980) needed for this purchase will be funded through (\$249,964) paid in from the department to ERF to replace units (05950, 05951, and 05952) that will be sold. The remaining funds of (\$14,016) will be covered by the ERF. A grant application will be made and if the grant is approved, reimbursement will be made to the ERF.</p> <p>STRATEGIC PLAN GOAL: Providing equipment purchases relates to the City's goal of a "Financially Strong City with Service Excellence."</p>				
SUMMARY OF ITEM				
Staff recommends the purchase of one (1) McCloskey model 733 REW, Trommel Screen in the amount of \$513,980.00 be awarded to McCourt & Son's Equipment as the lowest responsive, responsible bid meeting specifications (2010-52-B).				
List of Supporting Documents: Award Memo, Bid Recap			Other Departments, Boards, Commissions or Agencies	



MEMORANDUM

Date: March 11, 2010
To: Earl Whitaker
From: Reid Choate, Fleet Manager
Subject: Trommel Screen Replacement OR # 908701

It is the recommendation of Fleet Services to purchase one, McCloskey Model 733 REW Trommel Screen from McCourt and Son's Equipment, the lowest responsive, responsible bidder meeting specifications on bid number 2010-52-B, in the amount of \$513,980.00.

Staff has reviewed all bids submitted and determined that the two apparent low bidders did not meet the required minimum specifications.

This purchase is for the scheduled replacement of unit number 00704 in Cost Center 714/Compost Operations.

Feel free to call me if you have any questions at extension 4182.



P.O. Box 860358
Plano, Texas 75086-
0358
214-964-4140
Fax No. 214-964-4170

MEMORANDUM



DATE: March 10, 2010

TO: Tom Muehlenbeck, City Manager

FROM: Nancy Nevil, Sustainability & Environmental Services Director

SUBJECT: Funding McCloskey Trommel Screen Replacement

As discussed with you last week, the Compost Operations & Marketing Division is proposing to replace two smaller trommel screens with a larger, higher efficiency trommel. By doing so, the division will significantly improve operations by:

- doubling production of finished product through faster, more efficient machine
- reducing man hours needed to process and screen finished product and maintain equipment by eliminating one screen from fleet, estimated at \$12,960.00 man hours annually
- reducing maintenance costs by eliminating one screen from fleet, estimated at \$22,084 annually
- removing plastic from finished product with an efficient trommel vacuum system

The purchase price of the new screen is \$513,980.00. Funding will come from the following sources:

1. McCloskey trommel screen (#00704) is scheduled for replacement with \$250,000 currently being available in Equipment Replacement Fund.
2. Transfer of money paid to ERF for Komptech screen (#05950) and two conveyors (#05951 and #05952): The screen and conveyors were purchased with SES capital outlay funds in December 2005. As of September 30, 2010, the department will have paid \$249,964 towards their replacement. Since this equipment will not be replaced, we recommend \$249,964 be transferred to the McCloskey screen replacement account to help defray the variance of buying one larger screen instead of two smaller screens. The variance between the purchase price and departmental payments will be \$58,195 and should be covered by revenue from the sale of the equipment (estimated at \$100,000+).

The total funding identified above is \$499,964 leaving a shortage of \$14,016. We are requesting ERF funds cover the \$14,016 shortage. We will make grant application for \$37,600 and will reimburse ERF if successful in receiving grant.

Please provide your approval so that Fleet Services can be assured of the funding source and proceed with the Council Agenda. Let me know if you have any questions or need more information.

c: Mark Israelson, Assistant City Manager
Karen Rhodes, Budget Director
Casey Srader, Budget Manager
Denise Tacke, Finance Director
Mike Ryan, Purchasing Officer
Reid Choate, Fleet Services Manager
Allison Friloux, Accounting Supervisor
Sherrian Jones, Compost Operations & Marketing Manager

CITY OF PLANO

BID NO. 2010-52-B Mobile Trommel Screener

BID RECAP

Bid opening Date/Time: February 15, 2010 @ 4:00 pm

Number of Vendors Notified: 728

Vendors Submitting "No Bids": 2

Number of Bids Submitted: 3

Vermeer Equipment of Texas.
Mobile Trommel Screener = \$ 265,000.00

Powerscreen Texas Inc.
Mobile Trommel Screener = \$ 425,000.00

McCourt and Sons Equipment Inc.
Mobile Trommel Screener = \$ 513,980.00

Bids Evaluated Non-Responsive to Specification: Two (2) Vermeer Equipment of Texas and Powerscreen Texas Inc. Staff has reviewed all bids submitted and determined that the two apparent low bidders did not meet the required minimum specifications.

Recommended Vendor:

McCourt and Sons Equipment Inc. \$ 513,980.00

Earl S. Whitaker

Earl S. Whitaker
Buyer

March 12, 2010

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/22/2010		
Department:		Technology Services		
Department Head		David Stephens		
Agenda Coordinator (include phone #): Amy Powell X7342				
CAPTION				
Approval of an expenditure for a maintenance agreement between Motorola and the City of Plano in the amount of \$209,950, through an existing contract with the Houston-Galveston Area Council, and authorizing the City Manager or his designee to execute all necessary documents. (HGAC Contract No. RA-01-08).				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2009-2010	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	876,199	0	876,199
Encumbered/Expended Amount	0	-226,013	0	-226,013
This Item	0	-209,950	0	-209,950
BALANCE	0	440,236	0	440,236
FUND(S): TECHNOLOGY SERVICES FUND (066.394)				
<p>COMMENTS: .Funds for technical support services, maintenance, and monitoring of wireless mesh network devices are included in the 2009-10 Technology Services Budget. This item, in the amount of \$209,950, covers the period of January 1, 2010 through September 30, 2010. The remaining balance will be used throughout the year for other maintenance agreements.</p> <p>STRATEGIC PLAN GOAL: Maintenance and service contracts relate to the City's Goal of "Financially Strong City with Service Excellence".</p>				
SUMMARY OF ITEM				
<p>Technology Services recommends Council approve this expenditure, in the amount of \$209,950, for a maintenance agreement with Motorola. This maintenance agreement will allow for technical support services, maintenance and monitoring of Wireless Mesh Network Devices for the period of January 1, 2010 to September 30, 2010. As part of this maintenance contract, Motorola will monitor the network on a 24/7 basis and will maintain the integrity and continuity for this critical infrastructure. The City is authorized to purchase from the State Contract List pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so, satisfies any State Law requiring local government to seek competitive bids for items. (HGAC Contract No. RA-01-08)</p>				
List of Supporting Documents: Contract and Staff Memo			Other Departments, Boards, Commissions or Agencies	

Interoffice Memo

Date: 03/10/10

To: David Stephens, Director Technology Services

Cc:

From: Chester M. Helt, Infrastructure Manager

RE: Motorola Maintenance – 1/01/2010 – September 30, 2010

We are recommending that the attached maintenance contract for our annual mesh maintenance be approved. This amendment will cover the maintenance for the software required to operate the mesh devices from the month of January 2010 through September 30, 2010. Once this amendment is approved we will have depot repair, technical support, and software maintenance for the mission critical mesh wireless infrastructure. This network will be used by many of our departments (including public safety) to provide critical services for our citizens. As a part of the contract Motorola will monitor the network on 24/7 basis and will maintain the integrity and continuity for this critical infrastructure.

We recommend purchasing this maintenance for a total price of \$209,950.00 from Motorola through their HGAC contract RA-01-08.

**CONTRACT BY AND BETWEEN
CITY OF PLANO AND MOTOROLA, INC.
FOR SERVICES FOR WIRELESS MESH NETWORK DEVICES**

THIS CONTRACT is made and entered into by and between **MOTOROLA, INC.** whose address is 1301 E. Algonquin Road, Schaumburg, Illinois, hereinafter referred to as “Contractor,” and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as “City,” to be effective upon execution of this Contract by the Plano City Manager or his duly authorized designee.

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

**I.
SCOPE OF SERVICES**

Contractor shall provide technical support services, maintenance and monitoring of Wireless Mesh Network Devices. These services shall be provided in accordance with this Contract and with the Houston-Galveston Area Council Contract No. RA-01-08, a copy of which is incorporated herein by reference in its entirety as if it were recited here verbatim and which is on file and available for inspection in the City of Plano Technology Services Department. This Contract consists of:

- (a) This Contract;
- (b) The Houston-Galveston Area Council Contract No. RA-01-08 on file with the City of Plano Technology Services Department;
- (c) Motorola’s Statement of Work (Exhibit “A”);
- (d) Insurance Requirements and Certificate of Insurance (Exhibit “B”);and
- (e) Affidavit of No Prohibited Interest (Exhibit “C”).

In the event there is a conflict in interpretation or terms, the documents shall control in the order listed above. These documents shall be referred to collectively as “Contract Documents.”

**II.
PAYMENT**

Payments hereunder shall be made to Contractor following City's acceptance of the work and within thirty (30) days of receiving Contractor's invoice for the products and services delivered. Total compensation under this contract shall not exceed the sum of **TWO HUNDRED NINE THOUSAND NINE HUNDRED FIFTY AND 00/100 DOLLARS (\$209,950.00)**.

**III.
TERM**

Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this Contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

**IV.
DESCRIPTION OF SERVICES**

Contractor will provide the services described in the Contract Documents and Exhibit "A" attached hereto. At City's request, Contractor may also provide additional services under this Contract at Contractor's then-applicable rates for such services or goods under The Houston-Galveston Area Council Contract No. RA-01-08, or any additional contract addendums as executed by the Plano City Manager or his duly authorized designee.

**V.
CITY CONTACT**

If requested by Contractor, City will provide Contractor 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 City's personnel to maintain contact, as needed, with Contractor.

VI.
PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws.

VII.
TIME AND PLACE OF SERVICE

Service will be provided at the location specified in the Contract Documents. When Contractor performs service at City's location, City will provide Contractor, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. City will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Contractor may perform its Services. Unless otherwise stated in this Contract, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays.

VIII.
COMPLIANCE WITH APPLICABLE LAWS

Contractor shall at all times observe and comply with all directly applicable Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which affect the work. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

IX.
INDEMNIFICATION AND HOLD HARMLESS

THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR

REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

X.

INDEMNITY FOR INTELLECTUAL PROPERTY INFRINGEMENT

CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS AGAINST ANY REASONABLE COSTS (INCLUDING LEGAL COSTS), EXPENSES OR DAMAGES SUFFERED OR INCURRED BY THE CITY ARISING OUT OF ANY CLAIM BY A THIRD PARTY THAT THE NORMAL OPERATION, POSSESSION OR USE OF THE WIRELESS MESH DEVICES (INCLUDING ANY UPDATES – SOFTWARE) BY THE CITY INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF SUCH THIRD PARTY. CONTRACTOR HEREBY WARRANTS IT HAS FULL RIGHTS TO POSSESS AND CONVEY USE, LICENSE, OR OWNERSHIP OF THE GOODS PROVIDED UNDER THIS CONTRACT.

XI.

VENUE

The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Contract. The parties agree that this Contract is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

XII.
ASSIGNMENT AND SUBLETTING

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract and that this Contract shall not be assigned without the prior written consent of City, except for assignments to a Contractor affiliate. An assignment of this Contract with the consent of the City or to an affiliate of Contractor is conditioned on the assignee agreeing to be bound by the terms of this Contract. Contractor may subcontract any portion of its performance under this Contract. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract. In the event any additional or different subcontractors are required or requested by City, or in the event City rejects the use of a particular subcontractor, such rejection must be submitted in writing and be based on just and reasonable cause. Any resultant change in contract price and/or schedule shall be mutually agreed upon.

XIII.
INDEPENDENT CONTRACTOR

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

XIV.
INSURANCE AND CERTIFICATES OF INSURANCE

Contractor shall procure and maintain for the duration of the Contract insurance coverage as set forth in Exhibit "B" including the City as a named insured.

**XV.
FORCE MAJUERE**

Neither party is liable for delays or lack of performance resulting from any causes beyond the reasonable control of a party including acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company's operations in the City.

**XVI.
AFFIDAVIT OF NO PROHIBITED INTEREST**

Contractor acknowledges and represents Contractor is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "C."

**XVII.
TERMINATION FOR CAUSE**

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

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

**XVIII.
SEVERABILITY**

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

**XIX.
TERMINATION FOR CONVENIENCE**

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this Contract, in whole or in part by giving at least sixty (60) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the expiration of the 60-day period.

If Contractor provides Services after the termination or expiration of this Contract, the terms and conditions in effect at the time of the termination or expiration will apply to those Services.

**XX.
PROPRIETARY INFORMATION; CONFIDENTIALITY;
INTELLECTUAL PROPERTY RIGHTS**

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

**XXI.
MAILING OF NOTICES**

Unless instructed otherwise in writing, Contractor agrees that all notices or communications to City permitted or required under this Contract shall be addressed to City at the following address:

City of Plano
Technology Services
P.O. Box 860358
Plano, Texas 75086-0358
Attn: David Stephens

City agrees that all notices or communications to Contractor permitted or required under this Contract shall be addressed to Contractor at the following address:

Attn: _____

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

**XXII.
ENTIRE AGREEMENT**

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

City agrees to reference this Contract and The Houston-Galveston Area Council Contract No. RA-01-08 on any purchase order issued in furtherance of this Contract, however, an omission of the reference to this Contract shall not affect its applicability. In no event shall either party be bound by any terms contained in a City purchase order, acknowledgement, or other writings unless: (i) such purchase order, acknowledgement, or other writings specifically refer to this Contract; (ii) clearly indicate the intention of both parties to override and modify this Contract; and (iii) such purchase order, acknowledgement, or other writings are signed by authorized representatives of both parties.

**XXIII.
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**XXIV.
HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below.

MOTOROLA, INC.

Date: _____ By: _____
Name: _____
Title: _____

CITY OF PLANO, TEXAS

Date: _____ By: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____ by _____, _____ of **MOTOROLA, INC.** a _____ corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 20____ by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas



SERVICE AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 Schaumburg, IL 60196
 (800) 247-2346

Contract Number: S00001012950
 Contract Modifier: RN07-JAN-10 13:21:41
 Supercedes Agreement(s):

Date: 02/09/2010

Company Name: Plano, City Of
Attn:
Billing Address: P O Box 860279
City, State, Zip: Plano, TX 75086-0279
Customer Contact: Chester Helt
Phone: (972)941-7626
Fax:

Required P.O.: Yes
 Customer #: 1011267912
 Bill to Tag #: 0006
 Contract Start Date: 01/01/2010
 Contract End Date: 10/31/2010
 Anniversary Day: Dec 31st
 Payment Cycle: MONTHLY
 Tax Exempt: Exempt From All Taxes
 PO #: TBD

Qty	Model/Option	Description	Monthly Ext	Extended
		***** Recurring Services *****		
1269	SVC01SVC0084A	RNS TECH/SW SUPPORT	\$ 20,995.00	\$ 209,950.00
176	SVC073AE	RNS MESH MWR		
	SVC072AE	RNS MESH IAP		
1	SVC077AE	RNS MESH MISC		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	\$ 20,995.00	\$ 209,950.00
Subtotal - One-Time Event Services	\$.00	\$.00
Total	\$20,995.00	\$209,950.00
Taxes	-	-
Grand Total	\$ 20,995.00	\$ 209,950.00
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE. TO BE VERIFIED BY MOTOROLA.		

Plano MESH Service from Jan through Oct 2010. HGAC Contract RA-01-08

Subcontractor(s)	City	State
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL

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
<i>John Martin</i>	Service Manager	2/10/2010
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
<i>John Martin</i>	972-277 4608	
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	FAX

Service Terms and Conditions

Motorola, 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 agrees to provide to Customer either (1) maintenance, support and/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 will take precedence over any cover page, and the cover page will take precedence over any attachments, unless the cover page or attachment specifically 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 will become binding only when accepted in writing by Motorola. The term of this Agreement will begin 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 such 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 such 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 such Equipment will terminate at the end of the month in which Motorola receives such 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 such Equipment; remove such Equipment from the Agreement; or increase the price to Service such 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 lower 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 such 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 such 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 specifically 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 agrees to reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments 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 shall not affect its applicability. In no event shall 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 itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial 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 such 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 governed and 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 assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. 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.

17.7. 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.

City of Plano
Contractor Insurance Requirements and Agreement
Requirements

Contractors performing work on City property or public right-of-way for the City of Plano shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Plano.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated B+VI or higher by A.M.Best or A or higher by Standard & Poors
2. Business Auto Liability	As required by State of Texas	
3. Workers' Compensation & Employers' Liability	Statutory Limits \$100,000 each accident	City to be provided a waiver of subrogation

Questions regarding this insurance should be directed to the City of Plano Purchasing Department (972) 941-7557.

This form must be signed and returned with your quotation to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City. A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
02/10/2010

PRODUCER

AON RISK SERVICES CENTRAL, INC.
CHICAGO IL OFFICE
1000 NORTH MILWAUKEE AVENUE
GLENVIEW, ILLINOIS 60025
ATTN: INSURANCE VERIFICATION CENTER
PH: 1-800-4-VERIFY/FAX: 1-847-953-5341

Serial # 0617

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY A LIBERTY MUTUAL FIRE INSURANCE COMPANY
- COMPANY B LIBERTY INSURANCE CORPORATION
- COMPANY C
- COMPANY D

INSURED

MOTOROLA INC. AND ITS SUBSIDIARIES
1303 EAST ALGONQUIN ROAD
SCHAUMBURG IL 60196 USA

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CG LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	TB2-641-005169-079	7/1/2009	7/1/2010	GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/OP AGG \$ INCLUDED PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 250,000 MED EXP (Any one person) \$ 10,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	AS2-641-005169-019	7/1/2009	7/1/2010	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICERS AND <input type="checkbox"/> OTHER	WA07-040-005169-089 (ALL OTHER STATES) W07-641-005169-099 (OR & WI)	7/1/2009	7/1/2010	<input checked="" type="checkbox"/> NO STATE TOP LIMITS EEL EACH ACCIDENT \$ 1,000,000 EEL DISEASE - POLICY LIMIT \$ 1,000,000 EEL DISEASE - EA EMPLOYEE \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: 05-13276/RES MESH 4.0 NETWORK CITY OF PLANO, TX IS LISTED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY AND WORK PERFORMED BY MOTOROLA UNDER CONTRACT. WAIVER OF SUBROGATION IS INCLUDED ON THE WORKERS' COMPENSATION POLICY.

CERTIFICATE HOLDER

CITY OF PLANO, TEXAS
ATTN: DAVID STEPHENS
TECHNOLOGY SERVICES
1117 EAST 15TH STREET
PLANO TX 75074 USA

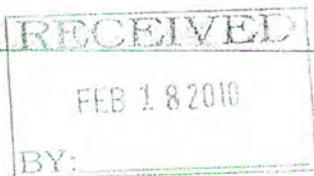
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

ACORD 25-S (1/95)



© ACORD CORPORATION 1988

EXHIBIT B
PAGE 2 OF 2

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of _____ (herein "Contractor") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor

By: _____
Signature

Print Name

Title

Date

STATE OF _____ §

COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____.

Notary Public, State of _____



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/22/2010		
Department:		Technology Services		
Department Head		David Stephens		
Agenda Coordinator (include phone #): Amy Powell X7342				
CAPTION				
Approval of an expenditure for an annual maintenance contract between Scientel Wireless, LLC and the City of Plano in the amount of \$440,000, through an existing contract with the Houston-Galveston Area Council, and authorizing the City Manager or his designee to execute all necessary documents. (HGAC Contract No. CW10-09)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2009-2010	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	876,199	0	876,199
Encumbered/Expended Amount	0	-226,013	0	-226,013
This Item	0	-440,000	0	-440,000
BALANCE	0	210,186	0	210,186
FUND(S): TECHNOLOGY SERVICES FUND (66.394)				
COMMENTS: Funds are included in the 2009-10 Wireless Support budget for maintenance contracts to support the hardware required operate the City's mesh devices. This item, in the amount of \$440,000, covers the maintenance period of January 1, 2010 through October 31, 2010. The remaining balance will be used throughout the year for other maintenance agreements.				
STRATEGIC PLAN GOAL: Hardware maintenance contracts relate to the City's goal of "Financially Strong City with Service Excellence".				
SUMMARY OF ITEM				
Technology Services recommends Council approve this expenditure, in the amount of \$440,000, for annual hardware maintenance with Scientel Wireless, LLC. This contract will allow for hardware maintenance and onsite support, two-hour call response and a four-hour site response to include manpower, equipment and expertise to support and maintain the mission critical mesh wireless infrastructure. The City is authorized to purchase from the State Contract List pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so, satisfies any State Law requiring local government to seek competitive bids for items. (HGAC Contract No. CW10-09)				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Contract and Staff Memo				

Interoffice Memo

Date: 03/10/10

To: David Stephens, Director Technology Services

Cc:

From: Chester M. Helt, Infrastructure Manager

RE: Scientel Wireless, LLC Maintenance – 1/01/2010 – October 31, 2010

We are recommending that the attached maintenance contract for our annual mesh hardware maintenance be approved. This contract with Scientel will cover the maintenance for the hardware required to operate the mesh devices from the month of January 2010 through October 31, 2010. Once this contract is approved we will have hardware maintenance and onsite support, 2 hour call response and a 4 hour site response including manpower, equipment, and expertise to support and maintain the mission critical mesh wireless infrastructure. This network will be used by many of our departments (including public safety) to provide critical services for our citizens. As a part of the contract Scientel will monitor the network on 7/24 basis and will maintain the integrity and continuity for this critical infrastructure.

We recommend purchasing this maintenance for a total price of \$440,000.00 from Scientel Wireless LLC through their HGAC contract CW10-09.

**CONTRACT BY AND BETWEEN
CITY OF PLANO AND SCIENTEL WIRELESS, LLC.
FOR WIRELESS INFRASTRUCTURE**

THIS CONTRACT is made and entered into by and between **SCIENTEL WIRELESS, LLC.**, Lombard, Illinois, hereinafter referred to as "Contractor," and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon execution of this Contract by the Plano City Manager or his duly authorized designee.

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

**I.
SCOPE OF SERVICES**

Contractor shall provide hardware maintenance and onsite support to maintain the mesh wireless infrastructure. These services shall be provided in accordance with this Contract and with The Houston-Galveston Area Council Contract No. HGAC CW 10-09, a copy of which is attached hereto and incorporated herein as Exhibit "A." This Contract consists of:

- (a) This Contract;
- (b) The Houston-Galveston Area Council Contract No. HGAC CW 10-09 (Exhibit "A");
- (c) Scientel's Statement of Work (Exhibit "B");
- (d) Insurance Requirements and Certificate of Insurance (Exhibit "C");and
- (e) Affidavit of No Prohibited Interest (Exhibit "D").

In the event there is a conflict in interpretation or terms, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents."

**II.
PAYMENT**

Payments hereunder shall be made to Contractor following City's acceptance of the work and within thirty (30) days of receiving Contractor's invoice for the products and services delivered. Total compensation under this contract shall not exceed the sum of **FOUR HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$440,000.00)**.

**III.
TERM**

Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this Contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

**IV.
DESCRIPTION OF SERVICES**

Contractor will provide the services described in the Contract Documents and Exhibit "B" attached hereto. At City's request, Contractor may also provide additional services under this Contract at Contractor's then-applicable rates for such services or goods under The Houston-Galveston Area Council Contract No. CW 10-09, or any additional contract addendums as executed by the Plano City Manager or his duly authorized designee.

**V.
CITY CONTACT**

If requested by Contractor, City will provide Contractor 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 City's personnel to maintain contact, as needed, with Contractor.

**VI.
PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC**

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws.

**VII.
TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in the Contract Documents. When Contractor performs service at City's location, City will provide Contractor, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. City will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Contractor may perform its Services. Unless otherwise stated in this Contract, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays.

**VIII.
COMPLIANCE WITH APPLICABLE LAWS**

Contractor shall at all times observe and comply with all directly applicable Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which affect the work. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

**IX.
INDEMNIFICATION AND HOLD HARMLESS**

THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF

THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

X.

INDEMNITY FOR INTELLECTUAL PROPERTY INFRINGEMENT

CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS AGAINST ANY REASONABLE COSTS (INCLUDING LEGAL COSTS), EXPENSES OR DAMAGES SUFFERED OR INCURRED BY THE CITY ARISING OUT OF ANY CLAIM BY A THIRD PARTY THAT THE NORMAL OPERATION, POSSESSION OR USE OF MESH WIRELESS INFRASTRUCTURE (INCLUDING ANY UPDATES – SOFTWARE) BY THE CITY INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF SUCH THIRD PARTY. CONTRACTOR HEREBY WARRANTS IT HAS FULL RIGHTS TO POSSESS AND CONVEY USE, LICENSE, OR OWNERSHIP OF THE GOODS PROVIDED UNDER THIS CONTRACT.

XI.

VENUE

The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Contract. The parties agree that this Contract is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

XII.

ASSIGNMENT AND SUBLETTING

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract and that this Contract shall not be assigned without the prior written consent of City, except for assignments to a Contractor affiliate. An assignment of this Contract with the consent of the City or to an affiliate of

Contractor is conditioned on the assignee agreeing to be bound by the terms of this Contract. Contractor may subcontract any portion of its performance under this Contract. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract. In the event any additional or different subcontractors are required or requested by City, or in the event City rejects the use of a particular subcontractor, such rejection must be submitted in writing and be based on just and reasonable cause. Any resultant change in contract price and/or schedule shall be mutually agreed upon.

XIII. INDEPENDENT CONTRACTOR

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

XIV. INSURANCE AND CERTIFICATES OF INSURANCE

Contractor shall procure and maintain for the duration of the Contract insurance coverage as set forth in Exhibit "C" including the City as a named insured.

XV. FORCE MAJUERE

Neither party is liable for delays or lack of performance resulting from any causes beyond the reasonable control of a party including acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company's operations in the City.

XVI.
AFFIDAVIT OF NO PROHIBITED INTEREST

Contractor acknowledges and represents Contractor is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "D."

XVII.
TERMINATION FOR CAUSE

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

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

XVIII.
SEVERABILITY

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

XIX.

TERMINATION FOR CONVENIENCE

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this Contract, in whole or in part by giving at least sixty (60) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the expiration of the 60-day period.

If Contractor provides Services after the termination or expiration of this Contract, the terms and conditions in effect at the time of the termination or expiration will apply to those Services.

XX. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

**XXI.
MAILING OF NOTICES**

Unless instructed otherwise in writing, Contractor agrees that all notices or communications to City permitted or required under this Contract shall be addressed to City at the following address:

City of Plano
Technology Services
P.O. Box 860358
Plano, Texas 75086-0358
Attn: David Stephens

City agrees that all notices or communications to Contractor permitted or required under this Contract shall be addressed to Contractor at the following address:

Attn: _____

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

**XXII.
ENTIRE AGREEMENT**

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

City agrees to reference this Contract and The Houston-Galveston Area Council Contract No. CW 10-09 on any purchase order issued in furtherance of this Contract, however, an omission of the reference to this Contract shall not affect its applicability. In no event shall either party be bound by any terms contained in a City purchase order, acknowledgement, or other writings unless: (i) such purchase order, acknowledgement, or other writings specifically refer to this Contract; (ii) clearly indicate the intention of both parties to override and modify this Contract; and (iii) such purchase order, acknowledgement, or other writings are signed by authorized representatives of both parties.

**XXIII.
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**XXIV.
HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below.

SCIENTEL WIRELESS, LLC

Date: _____ By: _____
Name: _____
Title: _____

CITY OF PLANO, TEXAS

Date: _____ By: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____ by _____, _____ of **SCIENTEL WIRELESS, LLC**, a _____ limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 20____ by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas



Houston-Galveston Area Council

January 6, 2010

Nelson Santos, President
Scientel Wireless, LLC
1007 Oak Creek Dr.
Lombard, IL 60148

Dear Mr. Santos:

RE: CONTRACT NO. CW10-09 FOR THE SUPPLY OF WIRELESS & VOIP
TELECOMMUNICATION SERVICES

Enclosed is the completely executed contract for Wireless & VOIP Telecommunication Services for your files. Please be advised that your vendor number is [REDACTED] and also serves as your password for the HGACBuy website. Should you require any further information concerning this contract please call me at 713-993-2446.

Sincerely,

Veronica Johnson
Contract Specialist
H-GAC Cooperative Purchasing Program

Enclosures

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
SCIENTEL WIRELESS, LLC
Lombard, Illinois

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Scientel Wireless, LLC** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 1007 Oak Creek Drive, Lombard, Illinois 60148.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a Wireless & VOIP Telecommunication Services Contract to become effective as of October 1, 2009, and to continue through September 30, 2012 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of Wireless & VOIP Telecommunication Services offered by the CONTRACTOR. The CONTRACTOR agrees to sell Wireless & VOIP Telecommunication Services through the H-GAC Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No: CW10-09, including any relevant suffixes
4. CONTRACTOR's Response to Proposal No: CW10-09, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and H-GAC warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of H-GAC or CONTRACTOR. No provision of this Contract or act of H-GAC in performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the CONTRACTOR through this Contract and that the term of said Agreement may exceed the term of the H-GAC Contract. However this acknowledgement is not to be construed as H-GAC's endorsement or approval of the End User Agreement terms and conditions. CONTRACTOR agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in CONTRACTOR's H-GAC contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable H-GAC order processing charges will be due and payable to H-GAC on any End User Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

ARTICLE 7:SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8:EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a proposer, or contractor, which are not within proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11:SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify

H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER, CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21:

PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, CONTRACTOR agrees to provide a Performance Bond at the request of END USER within ten (10) days of receipt of END USER's purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the END USER. Failure of CONTRACTOR to provide such performance bond within ten (10) days of receipt of END USER's order may constitute a total breach of contract and shall be cause for cancellation of the order at END USER's sole discretion. END USER may choose to delete the requirement for a Performance Bond at END USER's sole discretion. If the bond requirement is waived, END USER shall be entitled to a price reduction commensurate with the cost that would have been incurred by CONTRACTOR for the bond.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:



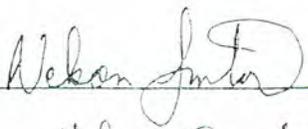
Jack Steele, Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas:



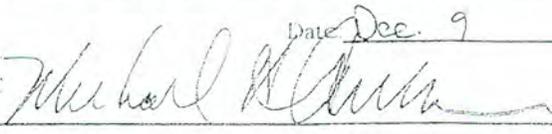
Deidre Vick, Director of Public Services
Date: Dec 21, 2009

Signed for Scientel Wireless, LLC
Lombard, Illinois:



Printed Name & Title: Nelson Santos - President

Attest for Scientel Wireless, LLC
Lombard, Illinois:



Date: Dec 9, 2009
Printed Name & Title: VP Networks Support Michael H. Anderson
Michael H. Anderson Date: 12/9, 2009

Attachment A
Scientel Wireless, LLC
Wireless & VOIP Telecommunication Services
Contract No. CW10-09

Pricing per the submitted Proposal (CW10-09) on July 30, 2009

H-GAC CW10-09
 Scientel Wireless
 Tab2 - Product Service Offerings

2 OF 37 PAGE
 EXHIBIT

Ordering Code	Manufacturer	List Price	HGAC Discount	Price to HGAC Customers	Additional Notes	Datasheet
Hardware						
Motorola						
MotoMesh Quattro						
MOT-QTR-M/P	MotoMesh Quattro IAP7300	\$5,500.00	20%	\$4,400.00		datasheets/MOTOMESH_Quattro_Spec_Sheet_IAP7300_09.06.pdf
MOT-QTR-M/R	MotoMesh Quattro MWR7300	\$4,000.00	20%	\$3,200.00		datasheets/MOTOMESH_Quattro_Spec_Sheet_MWR7300_09.06.pdf
MotoMesh Quattro Options						
MOT-QTR-E-11	ADD WIRELESS ETHERNET PORT ENABLED	\$500.00	20%	\$400.00		N/A
MOT-QTR-E-14	ADD ENABLE MEA 2 4 CLIENTS	\$700.00	20%	\$560.00		N/A
MOT-QTR-E-15	ADD ENABLE MEA 4 9 CLIENTS	\$1,100.00	20%	\$880.00		N/A
MOT-QTR-E-9	ADD ENABLE 802.11 4 9 CLIENTS	\$200.00	20%	\$160.00		N/A
MOT-QTR-E-9	ADD 500 DEVICE LICENSE	\$10,000.00	20%	\$8,000.00		N/A
MOT-QTR-E-11	ADD MESH MANAGER LICENSE - UNLIMITED	\$20,000.00	20%	\$16,000.00		N/A
MOT-QTR-M/R	Motorola Mesh Manager	\$30,000.00	20%	\$24,000.00		datasheets/One Point Wireless Suite Data Sheet 1.09.pdf
MotoMesh Quattro Vehicle Mounted Modem						
MOT-VMM-4	VMM7300 - 4.9GHz MOTION VMM	\$2,500.00	20%	\$2,000.00		datasheets/VMM7300_Spec_Sheet.pdf
MOT-VMM-2	VMM6300 - 2.4GHz MOTION VMM	\$2,000.00	20%	\$1,600.00		datasheets/VMM6300_Spec_Sheet.pdf
MOT-VMM-F-2	VMM/PWR POWER CABLE	\$20.00	1%	\$19.80		N/A
MotoMesh PCMCIA Cards						
MOT-PCM-1	WMC7300 - 4.9 GHz MOTION PCMCIA CARD	\$650.00	20%	\$520.00		datasheets/WMC7300_Spec_Sheet.pdf
MOT-PCM-2	WMC6300 - 2.4 GHz MOTION PCMCIA CARD	\$600.00	20%	\$480.00		datasheets/WMC6300_Spec_Sheet.pdf
SCI-MOT-WDE1000	WDE1000 - 2.4/4.9 GHz PCMCIA card	\$300.00	15%	\$255.00		
SCI-MOT-WDE1100	WDE1100 - 2.4/4.9 GHz mini PCI card	\$200.00	15%	\$170.00		datasheets/WDE1100_Data_Sheet.pdf
MotoMesh Solo						
MOT-SOL-M/P	MotoMesh Solo MEA IAP6300/MWR6300	\$5,000.00	20%	\$4,000.00		datasheets/IAP6300_Spec_Sheet.pdf
MOT-SOL-M/R	MotoMesh Solo MWR6300	\$4,000.00	20%	\$3,200.00		datasheets/MWR6300_Spec_Sheet.pdf
MotoMesh Duo						
SCI-HK171-1A	MOTOMESH DUO 2.4/5.8 DUAL RADIO AC	\$2,605.00	15%	\$2,214.25		datasheets/MOTOMESH_Duo_Spec_Sheet_5.8GHz.pdf
SCI-HK160-1A	MOTOMESH DUO 2.4/5.8 SINGLE RADIO AC	\$1,995.00	15%	\$1,695.75		datasheets/MOTOMESH_Duo_Spec_Sheet_5.8GHz.pdf
SCI-HK132-1B	MOTOMESH DUO 2.4/5.8 MIII KIT AC	\$7,500.00	15%	\$6,375.00		datasheets/MOTOMESH_Duo_Spec_Sheet_5.8GHz.pdf
SCI-HK164-1A	MOTOMESH DUO 2.4/5.8 AC 10 PACK	\$20,000.00	15%	\$17,000.00		datasheets/MOTOMESH_Duo_Spec_Sheet_5.8GHz.pdf
SCI-HK165-1A	MOTOMESH DUO 2.4/5.8 AC 25 PACK	\$17,500.00	15%	\$14,875.00		datasheets/MOTOMESH_Duo_Spec_Sheet_5.8GHz.pdf
SCI-HK166-1A	MOTOMESH DUO 2.4/5.8 AC 100 PACK	\$180,000.00	15%	\$153,000.00		datasheets/MOTOMESH_Duo_Spec_Sheet_5.8GHz.pdf
SCI-HK171-1A	MOTOMESH DUO 2.4/4.9 DUAL RADIO AC	\$2,805.00	15%	\$2,384.25		datasheets/MOTOMESH_Duo_Spec_Sheet_4.9GHz.pdf
SCI-HK160-1A	MOTOMESH DUO 2.4/4.9 SINGLE RADIO AC	\$1,995.00	15%	\$1,695.75		datasheets/MOTOMESH_Duo_Spec_Sheet_4.9GHz.pdf
SCI-HK165-1A	MOTOMESH DUO 2.4/4.9 AC 10 PACK	\$22,000.00	15%	\$18,700.00		datasheets/MOTOMESH_Duo_Spec_Sheet_4.9GHz.pdf
SCI-HK166-1A	MOTOMESH DUO 2.4/4.9 AC 25 PACK	\$50,000.00	15%	\$42,500.00		datasheets/MOTOMESH_Duo_Spec_Sheet_4.9GHz.pdf
SCI-HK167-1A	MOTOMESH DUO 2.4/4.9 AC 100 PACK	\$190,000.00	15%	\$161,500.00		datasheets/MOTOMESH_Duo_Spec_Sheet_4.9GHz.pdf
SCI-HK171-1A-SH	AP 7181 802.11n Mesh (2.4/5.8 GHz support)	\$1,899.00	15%	\$1,614.15	Two Radio Version available in Nov 2009	The data sheet is not available yet but will support 802.11n speed
MotoMesh Duo Options						
SCI-RV15-30A	5.8GHz Radio Activation Key (antenna not included)	\$910.00	15%	\$773.50		N/A
SCI-RV15-81A	1.9GHz Radio Activation Key (antenna not included)	\$810.00	15%	\$688.50		N/A
SCI-RV15-01A	BASE One Point Wireless Manager (WM) SOFTWARE IFIC 10 NODES	\$1,500.00	15%	\$1,275.00		datasheets/One Point Wireless Suite Data Sheet 1.12.pdf
SCI-RV15-05A	WM SOFTWARE 1 NODE	\$100.00	15%	\$85.00		N/A
SCI-RV15-09A	WM SOFTWARE 5 NODE PACK	\$500.00	15%	\$425.00		N/A
SCI-RV15-07A	WM SOFTWARE 10 NODE PACK	\$1,000.00	15%	\$850.00		N/A
SCI-RV15-08A	WM SOFTWARE 25 NODE PACK	\$2,500.00	15%	\$2,125.00		N/A
SCI-RV15-09A	WM SOFTWARE 50 NODE PACK	\$5,000.00	15%	\$4,250.00		N/A
SCI-RV15-10A	WM SOFTWARE 100 NODE PACK	\$10,000.00	15%	\$8,500.00		N/A
SCI-RV15-11A	WM SOFTWARE 250 NODE PACK	\$23,750.00	15%	\$20,187.50		N/A
SCI-RV15-12A	WM SOFTWARE 500 NODE PACK	\$45,000.00	15%	\$38,250.00		N/A
SCI-RV15-13A	WM SOFTWARE 1000 NODE PACK	\$95,000.00	15%	\$80,750.00		N/A
SCI-RV15-16A	WM PHYSICAL MAP LICENSE	\$1,000.00	15%	\$850.00		N/A
CI-85713-7HD1	2.4 GHz Omni Antenna 8 dBi	\$125.00	5%	\$118.75		N/A
CI-85713-8HD1	5.8GHz Omni Antenna 10 dBi	\$125.00	5%	\$118.75		N/A
SCI-RAH4019A	1.9 GHz Omni Antenna 11 dBi	\$135.00	5%	\$128.25		N/A
MotoMesh Duo Vehicle Mounted Modem						
SCI-HK161-1A	VMM4300 - 5.8 GHz DC Powered Vehicular Mounted Modem	\$1,995.00	20%	\$1,596.00		datasheets/VMM4300.pdf
SCI-HK162-1A	VMM4300 - 4.9 GHz DC Powered Vehicular Mounted Modem	\$1,995.00	20%	\$1,596.00		datasheets/VMM4300.pdf
MotoMesh Accessories						
SCI-30715-0H01	SOLO PHOTO CELL POWER ADAPTER	\$240.00	3%	\$232.80		N/A
SCI-30623-8B01	12 ft Ethernet to RJ45 cable	\$105.00	5%	\$99.75		N/A
SCI-30715-1H01	1 ft Ethernet to RJ45 cable	\$50.00	5%	\$47.50		N/A
SCI-28831-0G01	12 ft power cable with flying leads	\$105.00	5%	\$99.75		N/A
SCI-3255-4E01	Canopy Connect PoE Adapter (Black)	\$25.00	5%	\$23.75		N/A
SCI-3112-13A	Standard PoE Adapter (White)	\$25.00	5%	\$23.75		N/A
SCI-3623-1B01	Hardware Reset Plug (Red)	\$25.00	5%	\$23.75		N/A
SCI-52715-9H01	DUO US photocell power adapter	\$160.00	5%	\$152.00		N/A
SCI-52715-2H01	US standard power adapter	\$21.00	5%	\$19.95		N/A
SCI-07333-5A01	Antenna Support Bracket	\$18.00	5%	\$17.10		N/A
SCI-5863-4B01	Right Angle Antenna Adaptor	\$30.00	5%	\$28.50		N/A
SCI-01833-4A10	Canopy Bracket Assembly	\$60.00	5%	\$57.00		N/A
MotoMesh Camera Products & Accessories						
SCI-HK129-1A	MOTOMESH SOLO SURVEILLANCE KIT AC	\$38,850.00	14%	\$33,411.00		N/A
SCI-HK1295A	MOTOMESH SOLO SURVEILLANCE KIT DC	\$38,850.00	14%	\$33,411.00		N/A
SCI-HK1296A	MOTOMESH SOLO SONY WIRELESS CAM	\$5,800.00	14%	\$5,062.00		N/A
SCI-HK1297A	MOTOMESH QUATTRO SONY WIRELESS CAM	\$5,800.00	14%	\$5,062.00		N/A
SCI-HK1301A	MOTOMESH SOLO DEPLOYABLE VIDEO POD	\$9,000.00	14%	\$7,740.00		N/A
SCI-HK1302A	MOTOMESH QUATTRO SURVEILLANCE KIT	\$18,500.00	14%	\$15,910.00		N/A
SCI-HK1304A	MOTOMESH QUATTRO DEPLOYABLE VIDEO POD	\$9,000.00	14%	\$7,740.00		N/A
SCI-HK1312A	SMALL SITE WMB INFRASURVEILLANCE	\$18,000.00	14%	\$15,480.00		N/A
SCI-HK1313A	MEDIUM SITE WMB INFRASURVEILLANCE	\$31,500.00	14%	\$27,090.00		N/A
SCI-HK1704A	R2500 WIRED PTZ CAMERA CLEAR DOME	\$3,400.00	14%	\$2,924.00		N/A
SCI-HK1705A	R2500 WIRED PTZ CAMERA TINTED DOME	\$3,400.00	14%	\$2,924.00		N/A

SCI - RK1766 3	RZ50H 802 11G WIRELESS CAMERA POD	\$8,500.00	14%	\$7,310.00	N/A
SCI - RK1767 3	RX550H 802 11G WIRELESS PTZ CAMERA	\$4,600.00	14%	\$3,956.00	N/A
SCI - RBN140 0B	MESH CAM POD CASE PACKING FOAM	\$150.00	0%	\$142.50	N/A
SCI - RBN141 0A	SONY REMOTE DEPLOYABLE ANT CBL	\$150.00	0%	\$142.50	N/A
SCI - RL1616 3A	SONY 360 PTZ CAMERA WHITE	\$4,016.00	0%	\$3,843.70	N/A
SCI - RL1616 4A	SONY 360 PTZ CAMERA BLACK	\$4,016.00	0%	\$3,843.70	N/A
SCI - RL1616 5A	SONY 340 PTZ CAMERA	\$3,015.00	0%	\$2,914.25	N/A
SCI - RL1616 6A	SONY FIXED IP CAMERA POE	\$3,680.00	0%	\$3,595.00	N/A
SCI - RL1616 7A	REAL SHOT MANAGER ADD LICENSE IMZ RS401	\$543.00	0%	\$521.55	N/A
SCI - RL1616 8A	REAL SHOT MANAGER V4 4 CAMERAS IMZ RS404	\$1,089.00	0%	\$1,034.55	N/A
SCI - RL1616 9A	REAL SHOT MANAGER V4 9 CAMERAS IMZ RS409	\$2,195.00	0%	\$2,085.25	N/A
SCI - RL1616 0A	REAL SHOT MANAGER V4 16 CAMERAS IMZ RS416	\$2,575.00	0%	\$2,306.25	N/A
SCI - RL1616 1A	REAL SHOT MANAGER V4 32 LICENSE IMZ RS432	\$5,170.00	0%	\$4,911.50	N/A
SCI - RL1616 2A	CYBERGUARD ROUTER	\$320.00	0%	\$304.00	N/A
SCI - RL1616 3A	OUTDOOR 7" DOME CLEAR	\$630.00	0%	\$598.50	N/A
SCI - RL1616 4A	OUTDOOR 7" DOME TINTED	\$630.00	0%	\$598.50	N/A
SCI - RL1616 5A	OUTDOOR 7" DOME VANDAL RESISTANT CLEAR	\$800.00	0%	\$760.00	N/A
SCI - RL1616 6A	OUTDOOR 7" DOME VANDAL RESISTANT TINTED	\$800.00	0%	\$760.00	N/A
SCI - RL1616 7A	ALUMINUM POLE MOUNT ADAPTER	\$40.00	0%	\$38.00	N/A
SCI - RL1616 8A	WHITE ALUMINUM GOOSENECK WALL MT ADPT	\$89.00	0%	\$84.55	N/A
SCI - RL1616 9A	WHITE ALUMINUM CORNER MOUNT ADPT	\$120.00	0%	\$114.00	N/A
SCI - RL1616 0A	ALUMINUM PARAPET MOUNT	\$520.00	0%	\$494.00	N/A
SCI - RL1616 1A	CLEAR REPLACEMENT CAPSULE	\$80.00	0%	\$76.00	N/A
SCI - RL1616 2A	TINTED REPLACEMENT CAPSULE	\$80.00	0%	\$76.00	N/A
SCI - RL1616 3A	SONY CAM REMOTE ANT MOUNT KIT	\$205.00	0%	\$191.75	N/A
SCI - RL1616 4A	WIRED OUTDOOR 7" DOME CLEAR	\$430.00	0%	\$408.50	N/A
SCI - RL1616 5A	WIRED OUTDOOR 7" DOME TINTED	\$430.00	0%	\$408.50	N/A
SCI - RL1616 6A	WIRED PRESSURIZED HOUSING CLEAR	\$1,100.00	0%	\$1,045.00	N/A
SCI - RL1616 7A	WIRED PRESSURIZED HOUSING TINTED	\$1,100.00	0%	\$1,045.00	N/A
SCI - RL1616 8A	WIRED VANDAL RESISTANT DOME CLEAR	\$620.00	0%	\$589.00	N/A
SCI - RL1616 9A	WIRED VANDAL RESISTANT DOME TINTED	\$620.00	0%	\$589.00	N/A
SCI - RL1616 0A	SONY CAMERA TRIPOD	\$655.00	0%	\$620.25	N/A
SCI - RL1616 1A	SONY CAMERA TRIPOD COLUMN	\$681.00	0%	\$646.95	N/A
SCI - RL1616 2A	SONY CAMERA TRIPOD BAG	\$224.00	0%	\$212.80	N/A
SCI - RL1616 3A	SONY REMOTE DEPLOYABLE ANT MT	\$460.00	0%	\$438.00	N/A
SCI - RL1616 4A	SONY 340 PTZ DEPLOYABLE DOME	\$975.00	0%	\$926.25	N/A
SCI - RL1616 5A	SONY DEPLOYABLE POD CARRYING CASE	\$420.00	0%	\$399.00	N/A
SCI - RL1616 0A	INDOOR WALL MOUNTED IP CAM POE	\$150.00	0%	\$142.50	N/A
SCI - RL1616 1A	OUTDOOR WALL MOUNTED IP CAM	\$230.00	0%	\$218.50	N/A
SCI - RL1616 2A	SONY 340 PTZ WIRED VANDAL RES CLEAR	\$700.00	0%	\$665.00	N/A
SCI - RL1616 3A	SONY 340 PTZ WIRED VANDAL RES TINTED	\$700.00	0%	\$665.00	N/A
SCI - RL1616 4A	SONY DF80H INDOOR IP DOME CAM	\$1,360.00	0%	\$1,235.00	N/A
SCI - RL1616 5A	SONY DF50H INDOOR IP DOME CAMERA	\$1,160.00	0%	\$1,045.00	N/A
SCI - RL1616 0A	SONY DF50HDF80H III CEIL 11G BRACKET	\$80.00	0%	\$76.00	N/A
SCI - RL1616 1A	SONY DF80H HEATER	\$110.00	0%	\$104.50	N/A
SCI - RL1616 2A	SONY DF80H WALL MOUNT ADAPTER	\$160.00	0%	\$152.00	N/A
SCI - RL1616 3A	SONY SINCA CFWS 802 11G WIRELESS CARD	\$200.00	0%	\$190.00	N/A
SCI - RL1616 4A	CF TYPE II TO PCMCIA CARD ADAPTER	\$40.00	0%	\$38.00	N/A
SCI - RL1616 5A	SONY SNC RZ50H CAMERA - NO MEA	\$2,416.00	0%	\$2,294.25	N/A
SCI - RL1616 6A	SONY SNC RX550HW CAMERA - NO MEA	\$3,046.00	0%	\$2,893.70	N/A
SCI - RPN16 0B	SONY DEPLOYABLE BATTERY ASSEMBLY	\$550.00	0%	\$522.50	N/A
SCI - RPN16 1A	12V BATTERY CHARGER	\$150.00	0%	\$142.50	N/A
SCI - RPN16 2A	IVSC CAMERA POWER SUPPLY	\$150.00	0%	\$142.50	N/A
Point-to-MultiPoint Wireless Bridges					
2.4 Ghz Canopy Access Points (AP)					
SCI - 2401A 0DD	AP module with AES	\$1,595.00	15%	\$1,355.75	data\sheet\AP AES 2.4 GHz Spec Sheet.pdf
SCI - 2402A 0P	AP module	\$1,095.00	15%	\$930.75	data\sheet\AP 2.4 GHz Spec Sheet.pdf
SCI - 2451A 0DD	AP Advantage module with AES	\$2,395.00	15%	\$2,035.75	data\sheet\Advantage AP AES 2.4 GHz Spec Sheet.pdf
SCI - 2450A 0DD	AP Advantage module	\$1,895.00	15%	\$1,610.75	data\sheet\Advantage AP 2.4 GHz Spec Sheet.pdf
4.9 Ghz Canopy Access Points (AP)					
SCI - 4910A 0P	4.9 Ghz OFDM Access Point	\$3,495.00	15%	\$2,970.75	data\sheet\PMMP49100 AP Spec Sheet.pdf
SCI - 4911A 0P	4.9 Ghz OFDM Access Point with AES	\$3,995.00	15%	\$3,395.75	data\sheet\PMMP49100 AP Spec Sheet.pdf
SCI - 4910A 0PC	4.9 Ghz OFDM Connectorized Access Point	\$3,395.00	15%	\$2,885.75	data\sheet\PMMP49100 AP Spec Sheet.pdf
SCI - 4911A 0C	4.9 Ghz OFDM Connectorized AP with AES	\$3,895.00	15%	\$3,310.75	data\sheet\PMMP49100 AP Spec Sheet.pdf
5.2 Ghz Canopy Access Points (AP)					
SCI - 5200A 0D	AP module	\$995.00	15%	\$845.75	data\sheet\AP AES 5.2 GHz Spec Sheet.pdf
SCI - 5201A 0D	AP module with AES	\$1,495.00	15%	\$1,270.75	data\sheet\AP AES 5.2 GHz Spec Sheet.pdf
SCI - 5202A 0D	AP Advantage module	\$1,895.00	15%	\$1,610.75	data\sheet\Advantage AP 5.2 GHz.pdf
SCI - 5203A 0D	AP Advantage module with AES	\$2,395.00	15%	\$2,035.75	data\sheet\Advantage AP AES 5.2 GHz Spec Sheet.pdf
SCI - 5200A 0HZDD	AP module HPOL	\$995.00	15%	\$845.75	data\sheet\AP AES 5.2 GHz Spec Sheet.pdf
SCI - 5201A 0HZDD	AP Advantage module HPOL	\$1,895.00	15%	\$1,610.75	data\sheet\Advantage AP 5.2 GHz.pdf
5.4 Ghz Canopy Access Points (AP)					
SCI - 5401A 0DD	AP module	\$1,095.00	15%	\$930.75	data\sheet\AP 5.4 GHz Spec Sheet.pdf
SCI - 5402A 0DD	AP module with AES	\$1,595.00	15%	\$1,355.75	data\sheet\AP AES 5.4 GHz Spec Sheet.pdf
SCI - 5450A 0D	AP Advantage module	\$1,895.00	15%	\$1,610.75	data\sheet\Advantage AP 5.4 GHz Spec Sheet.pdf
SCI - 5451A 0D	AP Advantage module with AES	\$2,395.00	15%	\$2,035.75	data\sheet\Advantage AP AES 5.4 GHz Spec Sheet.pdf
SCI - 5440A 0P	AP OFDM	\$3,495.00	15%	\$2,970.75	data\sheet\AP 5.4 GHz Spec Sheet.pdf
SCI - 5440A 0PC	AP OFDM Connectorized	\$3,395.00	15%	\$2,885.75	data\sheet\AP Connectorized 5.4 GHz Spec Sheet.pdf
SCI - 5411A 0P	AP OFDM AES	\$3,995.00	15%	\$3,395.75	data\sheet\AP AES 5.4 GHz Spec Sheet.pdf
SCI - 5411A 0C	AP OFDM Connectorized AES	\$3,895.00	15%	\$3,310.75	data\sheet\AP Connectorized AES 5.4 GHz Spec Sheet.pdf
SCI - 5400A 0HZDD	AP module HPOL	\$1,095.00	15%	\$930.75	data\sheet\AP 5.4 GHz Spec Sheet.pdf
SCI - 5401A 0HZDD	AP Advantage module HPOL	\$1,895.00	15%	\$1,610.75	data\sheet\Advantage AP 5.4 GHz Spec Sheet.pdf
5.7 Ghz Canopy Access Points (AP)					
SCI - 5701A 0DD	AP module with AES	\$1,595.00	15%	\$1,355.75	data\sheet\AP AES 5.7 GHz Spec Sheet.pdf
SCI - 5700A 0DD	AP module	\$1,095.00	15%	\$930.75	data\sheet\AP 5.7 GHz.pdf

SCI - 9003SF-FDD	SM integrated with interference mitigation filter kit	\$1 105 00	15%	\$939 25	datasheets/Integrated SM with Interference Mitigation Filter 900M
SCI - 9003SF-FDD	SM integrated with interference mitigation filter kit AES	\$1 355 00	15%	\$1 151 75	datasheets/Integrated SM with Interference Mitigation Filter AES
SCI - 9003SM-QAA	SM Indoor unit with integrated antenna	\$650 00	15%	\$552 50	datasheets/Indoor SM 900MHz pdf
SCI - HK173E-A	890 MHz indoor SM integrated, bundled of 25	\$9 675 00	15%	\$8 181 25	datasheets/Indoor SM 900MHz pdf
SCI - HK173E-A	900 MHz indoor SM integrated, bundled of 100	\$34 500 00	15%	\$29 325 00	datasheets/Indoor SM 900MHz pdf
SCI - HK157A-A	SM connectorized bundle pack of 25	\$8 250 00	15%	\$7 012 50	datasheets/SM Connectorized (External Antenna) 900 MHz pdf
SCI - HK111B-B	SM connectorized bundle pack of 100	\$30 500 00	15%	\$25 925 00	datasheets/SM Connectorized (External Antenna) 900 MHz pdf
SCI - HK162-A	SM connectorized AES bundle pack of 100	\$55 500 00	15%	\$47 175 00	datasheets/SM AES Connectorized (External Antenna) 900 MHz pdf
SCI - HK157-A	SM integrated bundle pack of 25	\$10 000 00	15%	\$8 500 00	datasheets/SM 900 MHz pdf
SCI - HK110B-B	SM integrated bundle pack of 100	\$37 500 00	15%	\$31 875 00	datasheets/SM 900 MHz pdf
SCI - HK162A-A	SM integrated AES bundle pack of 100	\$62 500 00	15%	\$53 125 00	datasheets/SM AES 900 MHz pdf
SCI - 9003SF-F2DD	SM integrated with interference mitigation filter kit - 2 channel	\$1 105 00	15%	\$939 25	datasheets/Integrated SM with Interference Mitigation Filter 200M
SCI - 9003SF-F2DD	SM integrated with interference mitigation filter - 2 channel, and AES	\$1 355 00	15%	\$1 151 75	datasheets/Integrated SM with Interference Mitigation Filter AES
SMS/2010C-FAA	Canopy Subscriber Software Upgrade	\$375 00	15%	\$318 75	N/A
	SM Advantage software upgrade				
	Prizm Software & Server kits				
SCI - S060P-1300A-A	Prizm 3.0 Element License Pack	\$225 00	15%	\$191 25	N/A
SCI - RV151-7A	Prizm 3.0 Element License Pack - 100 pack	\$17 500 00	15%	\$14 875 00	N/A
SCI - RV151-7A	Prizm 3.0 Element License Pack - 25 pack	\$4 750 00	15%	\$4 037 50	N/A
SCI - S060P-33001AA	Prizm 3.0 Redundant Server	\$1 500 00	15%	\$1 275 00	N/A
SCI - S060P-33101AA	Prizm 3.0 Server Kit includes 10 Prizm Element License Packs	\$2 000 00	15%	\$1 700 00	datasheets/Prizm 3 EMS pdf
Refer to Prizm 3.0 PH	Prizm server license kit with single redundant server	\$5 000 00	15%	\$4 250 00	N/A
	Canopy Software Maintenance				
SCI - S060T-34001A	Canopy Software Maintenance (1-12APs)	\$375 00	10%	\$337 50	N/A
SCI - S060T-34002A	Canopy Software Maintenance (13-249APs)	\$775 00	10%	\$697 50	N/A
SCI - S060T-34003A	Canopy Software Maintenance (250 APs or more)	\$2 500 00	10%	\$2 250 00	N/A
	Canopy Cluster Management Module				
SCI - 1070C-12DB	CMM micro without power cord	\$1 395 00	15%	\$1 185 75	datasheets/CMM/micro pdf
SCI - 1090C-2A	CMM w/Ruggedized Switch & GPS Module SW Version B8 without power supply	\$2 200 00	15%	\$1 870 00	datasheets/CMM/micro pdf
	Canopy Accessories				
SCI - SA916-A	Universal mounting bracket	\$25 00	3%	\$24 25	N/A
SCI - ACPS1-W-13A	90-240VAC/50-60Hz Power Supply, HA cord only	\$12 00	3%	\$11 64	N/A
SCI - ACPS1-2WA	CMM 100-240 VAC/50-60 Hz 100 W power supply	\$180 00	3%	\$174 60	N/A
	Point-to-Point (PTP) Wireless Bridges				
	PTP100 Wireless Bridges				
	2.4 Ghz PTP100 Wireless Bridges				
SCI - 2401B-IRFDD	PTP 24100 Lite - AES High power Reflector	\$1 745 00	10%	\$1 483 25	datasheets/PTP100 datasheet pdf
SCI - 2401B-IDD	PTP 24100 Lite - AES High power	\$1 595 00	10%	\$1 435 50	datasheets/PTP100 datasheet pdf
SCI - 2401B-IRFDL	PTP 24100 Lite - High power Reflector	\$1 245 00	10%	\$1 120 50	datasheets/PTP100 datasheet pdf
SCI - 2401B-ICDD	PTP 24100 Full - High power	\$1 595 00	10%	\$1 435 50	datasheets/PTP100 datasheet pdf
SCI - 2401B-IFD	PTP 24100 Lite - High power	\$1 095 00	10%	\$985 50	datasheets/PTP100 datasheet pdf
SCI - 2401B-IRF2DD	PTP 24100 Full - High power Reflector	\$1 795 00	10%	\$1 615 50	datasheets/PTP100 datasheet pdf
SCI - 2411B-12DD	PTP 24100 Full - AES High power	\$2 065 00	10%	\$1 858 50	datasheets/PTP100 datasheet pdf
SCI - 2401B-IRF2DDA	PTP 24100 Full - AES High power Reflector	\$2 295 00	10%	\$2 065 50	datasheets/PTP100 datasheet pdf
SCI - HK1367A	PTP 24100 Lite - High power Bundle pack of 4	\$3 285 00	10%	\$2 956 50	datasheets/PTP100 datasheet pdf
SCI - HK1372B	PTP 24100 Lite - High power Reflector Bundle pack of 4	\$3 735 00	10%	\$3 361 50	datasheets/PTP100 datasheet pdf
SCI - HK1367A	PTP 24100 Full - High power Bundle pack of 4	\$4 935 00	10%	\$4 441 50	datasheets/PTP100 datasheet pdf
SCI - HK1367B	PTP 24100 Full - High power Reflector Bundle pack of 4	\$5 385 00	10%	\$4 846 50	datasheets/PTP100 datasheet pdf
	5.2 Ghz PTP100 Wireless Bridges				
SCI - 5211B-IRFDD	PTP 52100 Lite - AES Reflector	\$1 645 00	10%	\$1 480 50	datasheets/PTP100 datasheet pdf
SCI - 5210B-IRF2DD	PTP 52100 Full - Reflector	\$1 645 00	10%	\$1 480 50	datasheets/PTP100 datasheet pdf
SCI - 5210B-IRFDD	PTP 52100 Lite - Reflector	\$1 145 00	10%	\$1 030 50	datasheets/PTP100 datasheet pdf
SCI - 5201B-IFD	PTP 52100 Lite - AES	\$1 495 00	10%	\$1 345 50	datasheets/PTP100 datasheet pdf
SCI - 5200B-IFD	PTP 52100 Lite	\$995 00	10%	\$895 50	datasheets/PTP100 datasheet pdf
SCI - 5211B-IRF2DD	PTP 52100 Full - AES Reflector	\$2 145 00	10%	\$1 930 50	datasheets/PTP100 datasheet pdf
SCI - 5211B-ICDD	PTP 52100 Full - AES	\$1 595 00	10%	\$1 435 50	datasheets/PTP100 datasheet pdf
SCI - HK1367A	PTP 52100 Lite - Bundle pack of 4	\$2 985 00	10%	\$2 686 50	datasheets/PTP100 datasheet pdf
SCI - HK1372B	PTP 52100 Lite - Reflector Bundle pack of 4	\$3 135 00	10%	\$2 891 50	datasheets/PTP100 datasheet pdf
SCI - HK1372B	PTP 52100 Full - Reflector Bundle pack of 4	\$4 935 00	10%	\$4 441 50	datasheets/PTP100 datasheet pdf
	5.4 Ghz PTP100 Wireless Bridges				
SCI - 5400B-IDD	5.4 GHz 10 MB Backhaul (no reflector)	\$1 095 00	10%	\$985 50	datasheets/PTP100 datasheet pdf
SCI - 5400B-IRFDD	5.4 GHz 10 MB Backhaul with reflector	\$1 245 00	10%	\$1 120 50	datasheets/PTP100 datasheet pdf
SCI - 5400B-ICDD	5.4 GHz 20 MB Backhaul (no reflector)	\$1 645 00	10%	\$1 480 50	datasheets/PTP100 datasheet pdf
SCI - 5400B-IRF2DD	5.4 GHz 20 MB Backhaul with reflector	\$1 795 00	10%	\$1 615 50	datasheets/PTP100 datasheet pdf
SCI - 5401B-IDD	5.4 GHz BACKHAUL W/ AES /NO REFLECTOR	\$1 595 00	10%	\$1 435 50	datasheets/PTP100 datasheet pdf
SCI - 5401B-ICDD	5.4 GHz B1 20MB W/AES - NO REFLECTOR	\$2 145 00	10%	\$1 930 50	datasheets/PTP100 datasheet pdf
SCI - HK1273A	5.4 GHz 10MB B1 no reflector - pack of 4	\$2 285 00	10%	\$2 056 50	datasheets/PTP100 datasheet pdf
SCI - HK1573A	5.4 GHz 10MB Backhaul with reflector - pack of 4	\$2 735 00	10%	\$2 461 50	datasheets/PTP100 datasheet pdf
SCI - HK1273A	5.4 GHz 20MB Backhaul with out reflector - pack of 4	\$4 935 00	10%	\$4 441 50	datasheets/PTP100 datasheet pdf
SCI - HK1273A	5.4 GHz 20MB Backhaul with reflector - pack of 4	\$5 385 00	10%	\$4 846 50	datasheets/PTP100 datasheet pdf
	5.8 Ghz PTP100 Wireless Bridges				
SCI - 5701B-IDD	PTP 58100 Lite - AES	\$1 595 00	10%	\$1 435 50	datasheets/PTP100 datasheet pdf
SCI - 5701B-IRFDD	PTP 58100 Lite - AES Reflector	\$1 745 00	10%	\$1 570 50	datasheets/PTP100 datasheet pdf
SCI - 5700B-IRF2DD	PTP 58100 Full - Reflector	\$1 795 00	10%	\$1 615 50	datasheets/PTP100 datasheet pdf
SCI - 5700B-IRFDD	PTP 58100 Lite - Reflector	\$1 245 00	10%	\$1 120 50	datasheets/PTP100 datasheet pdf
SCI - 5700B-IDD	PTP 58100 Lite	\$1 095 00	10%	\$985 50	datasheets/PTP100 datasheet pdf
SCI - 5700B-ICDD	PTP 58100 Full	\$1 645 00	10%	\$1 480 50	datasheets/PTP100 datasheet pdf
SCI - 5701B-ICDD	PTP 58100 Full - AES	\$2 145 00	10%	\$1 930 50	datasheets/PTP100 datasheet pdf
SCI - 5701B-IRF2DD	PTP 58100 Full - AES Reflector	\$2 295 00	10%	\$2 065 50	datasheets/PTP100 datasheet pdf
SCI - HK1573A	PTP 58100 Lite - Bundle pack of 4	\$3 285 00	10%	\$2 956 50	datasheets/PTP100 datasheet pdf
SCI - HK1573B	PTP 58100 Lite - Reflector Bundle pack of 4	\$3 735 00	10%	\$3 361 50	datasheets/PTP100 datasheet pdf
SCI - HK1573A	PTP 58100 Full - Bundle pack of 4	\$4 935 00	10%	\$4 441 50	datasheets/PTP100 datasheet pdf
SCI - HK1573B	PTP 58100 Full - Reflector Bundle pack of 4	\$5 385 00	10%	\$4 846 50	datasheets/PTP100 datasheet pdf
	PTP200 Wireless Bridges				

SCI-WB3295	PTP 49500 Software Key X--> 20 Mhz End Only	\$3,300.00	5%	\$3,135.00	N/A
SCI-WB2407	PTP 300/500/600 Series AES License Key 128bit End Only	\$1,200.00	5%	\$1,140.00	N/A
SCI-WB2511	PTP 300/500/600 Series AES License Key 128bit Link	\$2,399.00	5%	\$2,279.05	N/A
SCI-WB2507	PTP 300/500/600 Series AES License Key 256bit End only	\$1,750.00	5%	\$1,662.50	N/A
SCI-WB2511	PTP 300/500/600 Series AES License Key 256bit Link	\$3,500.00	5%	\$3,325.00	N/A
SCI-WB3121	PTP 500 Series Lite to Full Upgrade Key - Link	\$4,995.00	5%	\$4,745.25	N/A
SCI-WB3125	PTP 500 Series Lite to Full Upgrade Key - End only	\$2,745.00	5%	\$2,607.75	N/A
SCI-WB2407	PTP 600 Series Lite to Full Upgrade Key - End only	\$2,195.00	5%	\$2,085.25	N/A
SCI-BPSGV/PL5830-2AA	PTP 600 Series Lite to Full Upgrade Key - Link Complete	\$1,000.00	5%	\$950.00	N/A
	PTP Software Maintenance			\$0.00	
SCI-WB3106-A	PTP Software Maintenance (1-2 Links)	\$350.00	5%	\$332.50	N/A
SCI-WB3107-A	PTP Software Maintenance (3-5 links)	\$600.00	5%	\$570.00	N/A
SCI-WB3108-A	PTP Software Maintenance (6+ links)	\$1,500.00	5%	\$1,425.00	N/A
	PTP Warranties			\$0.00	
SCI-WB3155	PTP 300 Series 2 nd Yr Extended Warranty 30 Day Repair & Return (1 additional year)	\$598.00	5%	\$568.10	N/A
SCI-WB3155	PTP 300 Series 3rd Yr Extended Warranty 30 Day Repair & Return (2 additional years)	\$1,195.00	5%	\$1,135.25	N/A
SCI-WB3156	PTP 300 Series 5th Yr Extended Warranty 30 Day Repair & Return (4 additional years)	\$2,350.00	5%	\$2,232.50	N/A
SCI-WB3157	PTP 300 Series 1st Yr Upgrade to 24hr Advanced Replacement Program	\$899.00	5%	\$854.05	N/A
SCI-WB3158	PTP 300 Series 2nd Yr Extended Warranty & 24hr Replacement Program (1 additional year)	\$1,827.00	5%	\$1,735.65	N/A
SCI-WB3158	PTP 300 Series 3rd Yr Extended Warranty & 24hr Replacement Program (2 additional years)	\$2,995.00	5%	\$2,845.25	N/A
SCI-WB3158	PTP 300 Series 5th Yr Extended Warranty & 24hr Replacement Program (4 additional years)	\$4,500.00	5%	\$4,275.00	N/A
SCI-WB313	PTP 500 Series 2 nd Yr Extended Warranty 30 Day Repair & Return (1 additional year)	\$798.00	5%	\$758.10	N/A
SCI-WB313	PTP 500 Series 3rd Yr Extended Warranty 30 Day Repair & Return (2 additional years)	\$1,595.00	5%	\$1,515.25	N/A
SCI-WB313	PTP 500 Series 5th Yr Extended Warranty 30 Day Repair & Return (4 additional years)	\$2,671.50	5%	\$2,537.93	N/A
SCI-WB313	PTP 500 Series 1st Yr Upgrade to 24hr Advanced Replacement Program	\$1,199.00	5%	\$1,139.05	N/A
SCI-WB313	PTP 500 Series 2nd Yr Extended Warranty & 24hr Replacement Program (1 additional year)	\$2,437.00	5%	\$2,315.15	N/A
SCI-WB313	PTP 500 Series 3rd Yr Extended Warranty & 24hr Replacement Program (2 additional years)	\$3,955.00	5%	\$3,756.25	N/A
SCI-WB313	PTP 500 Series 5th Yr Extended Warranty & 24hr Replacement Program (4 additional years)	\$5,385.00	5%	\$5,115.75	N/A
SCI-WB253	PTP 600 Series 2 nd Yr Extended Warranty 30 Day Repair & Return (1 additional year)	\$998.00	5%	\$948.10	N/A
SCI-WB253	PTP 600 Series 3 rd Yr Extended Warranty 30 Day Repair & Return (2 additional years)	\$1,995.00	5%	\$1,895.25	N/A
SCI-WB253	PTP 600 Series 5 th Yr Extended Warranty 30 Day Repair & Return (4 additional years)	\$2,993.00	5%	\$2,843.35	N/A
SCI-WB253	PTP 600 Series 1st Yr Upgrade to 24hr Advanced Replacement Program	\$1,499.00	5%	\$1,424.05	N/A
SCI-WB253-A	PTP 600 Series 2 nd Yr Extended Warranty & 24hr Replacement Program (1 additional year)	\$3,047.00	5%	\$2,894.95	N/A
SCI-WB253-A	PTP 600 Series 3 rd Yr Extended Warranty & 24hr Replacement Program (2 additional years)	\$4,995.00	5%	\$4,745.25	N/A
SCI-WB253-A	PTP 600 Series 5 th Yr Extended Warranty & 24hr Replacement Program (4 additional years)	\$6,270.00	5%	\$5,956.50	N/A
	PTP Accessories			\$0.00	
SCI-HDW-2-55A	PTP 300/500/600 Series Blanking Plug Pack (QTY 10)	\$50.00	5%	\$47.50	N/A
SCI-TR2231-A	Fiber Kit for PTP 600 Series - End only	\$750.00	5%	\$712.50	N/A
SCI-WB181-A	Grounding Lug Kit	\$54.00	5%	\$51.30	N/A
SCI-WB167-A	Mains Lead - AIS 2 Pin to Fig 8 (PIDU Plus)	\$75.00	5%	\$71.25	N/A
SCI-WB168-A	Mains Lead - EU 2 Pin to Fig 8 (PIDU Plus)	\$75.00	5%	\$71.25	N/A
SCI-WB168-A	Mains Lead - UK 3 Pin to Fig 8 (PIDU Plus)	\$75.00	5%	\$71.25	N/A
SCI-WB168-A	Mains Lead - US 2pin to Fig 8 (PIDU Plus)	\$75.00	5%	\$71.25	N/A
SCI-WB168-A	PTP 400 Series Mounting Kit (Smooth Enclosure)	\$90.00	5%	\$85.50	N/A
SCI-WB228-A	PTP 300/400/500/600 Series Mounting Kit (Ribbed Enclosure)	\$90.00	5%	\$85.50	N/A
SCI-WB191-A	PTP 100/600 Series EMC Cable Ground	\$120.00	5%	\$114.00	N/A
SCI-WB167-A	Grounding Lug Kit	\$54.00	5%	\$51.30	N/A
SCI-RP215-3AA	AI PIU ORT surge suppressor for PTP400 and PTP600	\$195.00	5%	\$185.25	N/A
SCI-WB207-5A	GPS Sync Box for TDD Sync	\$195.00	5%	\$185.25	N/A
SCI-WB200-2A	1 Pin End Kit PTP400/600 (2 bits required per link)	\$300.00	5%	\$285.00	N/A
SCI-WB207-1AA	1 Pin End Kit PTP300/500 (2 bits required per link)	\$150.00	5%	\$142.50	N/A
SCI-WB235-1A	PTP 500/600 Series Blanking Plug Pack (QTY 10)	\$50.00	5%	\$47.50	N/A
SCI-WB302-1A	Power IDU for PTP 400 Series	\$300.00	5%	\$285.00	N/A
SCI-WB302-1A	PTP 300/500/600 Series PIDU with US Lead	\$330.00	5%	\$313.50	N/A
SCI-WB317-1A	Cable reel - 1000 ft bulk clad cable for PTP	\$395.00	5%	\$375.25	N/A
SCI-WB317-1A	Cable reel - 328 ft (100 meters) bulk clad	\$150.00	5%	\$142.50	N/A
SCI-WB317-2A	Connectors - pack of 25	\$10.33	5%	\$9.81	N/A
SCI-WB321-1A	Connector Tool - for clad cables	\$195.00	5%	\$185.25	N/A
	PTP Antennas				
	4.9GHz Antennas			#VALUE!	
SCI-RDH44-9A	2 ft (0.6m) 4.4-5.0 GHz HI Pol & V Pol, with fine adjustments	\$990.00	5%	\$940.50	N/A
SCI-RDH45-6A	3 ft (0.9m) 4.4-5.0 GHz Dual Pol HI Pol & V Pol	\$1,530.00	5%	\$1,453.50	N/A
SCI-RDH45-11A	4 ft (1.2m) 4.4-5.0 GHz Dual Pol HI Pol & V Pol	\$1,910.00	5%	\$1,814.50	N/A
SCI-RDH45-12A	6 ft (1.8m) 4.4-5.0 GHz Dual Pol HI Pol & V Pol	\$2,500.00	5%	\$2,375.00	N/A
	5.45 GHz Antennas			#VALUE!	
SCI-RDH45-13A	2 ft (0.6m) 5.25-5.85 GHz with fine adjustments	\$800.00	5%	\$760.00	N/A
SCI-RDH45-14A	3 ft (0.9m) 5.25-5.85 GHz Dual Pol HI Pol & V Pol	\$1,430.00	5%	\$1,358.50	N/A
SCI-RDH45-15A	4 ft (1.2m) 5.25-5.85 GHz Dual Pol HI Pol & V Pol	\$1,810.00	5%	\$1,719.50	N/A
SCI-RDH45-16A	3 ft (0.9m) 5.25-5.85 GHz Dual Pol HI Pol & V Pol	\$2,400.00	5%	\$2,280.00	N/A
SCI-RDH45-17A	6 ft (1.8m) 5.25-5.85 GHz Dual Pol HI Pol & V Pol	\$2,550.00	5%	\$2,422.50	N/A
SCI-RDH45-18A	2 ft (0.6m) High Performance Dual pol 5.25-5.85 GHz	\$1,950.00	5%	\$1,852.50	N/A
SCI-RDH45-19A	3 ft (0.9m) High Performance Dual pol 5.25-5.85 GHz	\$2,750.00	5%	\$2,607.50	N/A
SCI-RDH45-10A	4 ft (1.2m) High Performance Dual pol 5.25-5.85 GHz	\$3,100.00	5%	\$2,945.00	N/A
SCI-RDH45-11A	6 ft (1.8m) High Performance Dual pol 5.25-5.85 GHz	\$5,500.00	5%	\$5,225.00	N/A
SCI-RDG4-170A	2 Dual Polarized Parabolic Dish 5.7-6.4 GHz, HF connectors for primary links	\$1,200.00	5%	\$1,140.00	N/A
SCI-RDG4-52A	2 Dual Polarized Parabolic Dish 5.25-5.85 GHz, HF connectors for primary links	\$1,400.00	5%	\$1,330.00	N/A
SCI-RDG4-133A	4 Dual Polarized Parabolic Dish 5.7-6.4 GHz, HF connectors for primary links	\$2,168.25	5%	\$2,059.84	N/A
SCI-RDG4-134A	6 Dual Polarized Parabolic Dish 5.7-6.4 GHz, HF connectors for primary links	\$2,430.75	5%	\$2,309.21	N/A
	Motorola Wireless LAN (WLAN)				
	AP300 (Wireless LAN Indoor AP)				
SCI-W5AF 5100-650 WWR	AP300 802.11G EXT ANTENNA	\$289.00	15%	\$245.65	datasheets/AP300 Spec Sheet.pdf
SCI-W5AF 5100-100 WWR	AP300 802.11A/G INT ANTENNA	\$345.00	15%	\$293.25	datasheets/AP300 Spec Sheet.pdf
SCI-W5AF 5110-050 WWR	AP300 802.11A/G EXT ANTENNA	\$289.00	15%	\$245.65	datasheets/AP300 Spec Sheet.pdf
SCI-W5AF 5110-100 WWR	AP300 802.11A/G INT ANTENNA	\$345.00	15%	\$293.25	datasheets/AP300 Spec Sheet.pdf

H-GAC CW10-09
 Scientel Wireless
 Tab2 - Product Service Offerings

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 B EXHIBIT

SCI-WSAP-100-100-GR	AP300 802 11 A/B/G EXTERNAL Ant - Meets TAA Regs	\$399.00	15%	\$339.15	Datasheets/AP300	Spec	Sheet.pdf
SCI-WSAP-110-100-GR	AP300 802 11 A/B/G INTERNAL Ant - Meets TAA Regs	\$399.00	15%	\$339.15	Datasheets/AP300	Spec	Sheet.pdf
SCI-AP-513-13043-D-WR	AP5131 (Wireless LAN Indoor AP)	\$499.00	15%	\$428.15	Datasheets/AP5131	SS	0400.pdf
SCI-AP-513-13040-WW	AP 5131 DEPENDENT DUAL RADIO - Switch Required	\$739.00	15%	\$628.15	Datasheets/AP5131	SS	0400.pdf
SCI-AP-513-13041-WWR	AP 5131 DUAL RADIO - no switch required	\$619.00	15%	\$532.15	Datasheets/AP5131	SS	0400.pdf
SCI-AP-513-13042-WW	AP 5131 DUAL RADIO 802.11 A/G WITH PoE POWER SUPPLY	\$630.00	15%	\$537.15	Datasheets/AP5131	SS	0400.pdf
SCI-AP-513-13043-WWR	AP 5131 DUAL RADIO A+G WITH 4 DUAL BAND DIPOLE ANTENNAS	\$919.00	15%	\$781.15	Datasheets/AP5131	SS	0400.pdf
SCI-AP-513-40020-D-WR	AP 5131 DUAL RADIO WITH PIS AND ANTENNAS	\$399.00	15%	\$339.15	Datasheets/AP5131	SS	0400.pdf
SCI-AP-513-40020-WW	AP 5131 DEPENDENT SINGLE RADIO SWITCH REQUIRED	\$619.00	15%	\$526.15	Datasheets/AP5131	SS	0400.pdf
SCI-AP-513-40021-WWR	AP 5131 SINGLE RADIO DUAL BAND A OR B/G SOFTWARE SELECTABLE	\$699.00	15%	\$594.15	Datasheets/AP5131	SS	0400.pdf
SCI-AP-513-40022-WW	AP 5131 SINGLE RADIO WITH POWER SUPPLY	\$669.00	15%	\$573.15	Datasheets/AP5131	SS	0400.pdf
SCI-AP-513-40023-WWR	AP 5131 SINGLE RADIO A OR G WITH 2 DUAL BAND DIPOLE ANTENNAS	\$749.00	15%	\$636.15	Datasheets/AP5131	SS	0400.pdf
SCI-AP-513-13043-GR	AP 5131 SINGLE RADIO WITH POWER SUPPLY AND 2 ANTENNAS	\$919.00	15%	\$781.15	Datasheets/AP5131	SS	0400.pdf
SCI-AP-513-40023-GR	AP 5131 DUAL RADIO POWER SUPPLY ANTENNAS MEETS TAA REGS	\$749.00	15%	\$636.15	Datasheets/AP5131	SS	0400.pdf
SCI-50-1400-0-243R	AP 5131 SINGL RADIO POWER SUPPLY ANTENNAS MEETS TAA REGS	\$45.00	15%	\$38.25	Datasheets/AP5131	SS	0400.pdf
SCI-AP-516-13040-WWR	AP5131 (Wireless LAN Outdoor AP)	\$2,099.00	15%	\$1,784.15	Datasheets/AP5161	SS	0400.pdf
SCI-AP-516-13040-WR	AP 5181 802.11A+G DUAL RADIO OUTDOOR AP	\$3,099.00	15%	\$2,634.15	Datasheets/AP5161	SS	0400.pdf
SCI-AP-713-60020-WR	AP7131 (Wireless LAN Indoor AP)	\$1,099.00	15%	\$934.15	Datasheets/AP7131	SS	0608.pdf
SCI-AP-713-60028-WR	AP 7131 SINGLE RADIO 11N AP FACADE ONLY - PURCHASE ANTENNAS SEPARATELY	\$1,149.00	15%	\$976.65	Datasheets/AP7131	SS	0608.pdf
SCI-AP-713-60040-WR	AP 7131 SINGLE RADIO 11N AP FACADE WITH BUILT IN ANTENNAS	\$1,249.00	15%	\$1,061.65	Datasheets/AP7131	SS	0608.pdf
SCI-AP-713-60048-WR	AP 7131 DUAL RADIO 11N AP FACADE ONLY PURCHASE ANTENNAS SEPARATELY	\$1,299.00	15%	\$1,104.15	Datasheets/AP7131	SS	0608.pdf
SCI-AP-713-60030-D-US	AP 7131 DUAL RADIO 11N AP FACADE WITH BUILT IN ANTENNAS	\$1,299.00	15%	\$1,104.15	Datasheets/AP7131	SS	0608.pdf
SCI-AP-713-60020-US	Single Radio 11n AP, Dependent Mode, Plastic Facade, purchase antennas separately, with QIG (US/ Canada only)	\$0.00	15%	\$0.00	Datasheets/AP7131	SS	0608.pdf
SCI-AP-713-60028-US	Single Radio 11n AP, Plastic Facade, purchase antennas separately (US/ Canada only)	\$0.00	15%	\$0.00	Datasheets/AP7131	SS	0608.pdf
SCI-AP-713-60028-US	Single Radio 11n AP, built in antenna module with QIG (US/ Canada only)	\$0.00	15%	\$0.00	Datasheets/AP7131	SS	0608.pdf
SCI-AP-713-60040-D-US	Dual Radio 11n AP, Dependent Mode, Plastic Facade, purchase antennas separately, with QIG (US/ Canada only)	\$0.00	15%	\$0.00	Datasheets/AP7131	SS	0608.pdf
SCI-AP-713-60040-D-US	Dual Radio 11n AP, Plastic Facade, purchase antennas separately with QIG (US/ Canada only)	\$0.00	15%	\$0.00	Datasheets/AP7131	SS	0608.pdf
SCI-AP-713-60048-US	Dual Radio 11n AP, built in antenna module with QIG (US/ Canada only)	\$0.00	15%	\$0.00	Datasheets/AP7131	SS	0608.pdf
SCI-AP-713-60040-GR	Dual Radio 11n AP, Plastic Facade, purchase antennas separately with QIG (US/ Canada only)	\$0.00	15%	\$0.00	Datasheets/AP7131	SS	0608.pdf
SCI-WS-20-0-1ES-ABG-WR	WS2000 Bundle Kits	\$1,349.00	15%	\$1,146.65	N/A		
SCI-WS-20-0-1C-ABG-WWR	WS2000 WITH 1 AP300 (a/b/g) w/ Power & Line Cord US/CANADA ONLY	\$1,349.00	15%	\$1,146.65	N/A		
SCI-WS-20-0-2C-ABG-WWR	WS2000 WITH 1 AP300 (a/b/g) w/ Power & Line Cord NO US/CANADA ORDERS	\$1,499.00	15%	\$1,274.15	N/A		
SCI-WS-20-0-2C-8G-WWR	WS2000 WITH 2 AP300s (a/b/g) w/ Power & Line Cord NO US/CANADA ORDERS	\$1,299.00	15%	\$1,104.15	N/A		
SCI-WS-20-0-2ES-ABG-WR	WS2000 Bundle with 2 AP300 802.11 a/b/g w/ Power & Line Cord US/CANADA ONLY	\$1,499.00	15%	\$1,274.15	N/A		
SCI-WS-20-0-2ES-8G-WR	WS2000 Bundle with 2 AP300 802.11 b/g w/ Power & Line Cord US/CANADA ONLY	\$1,299.00	15%	\$1,104.15	N/A		
SCI-WS-20-0-SME-ES-WR	WS2000 Management Switch	\$1,090.00	15%	\$926.50	Datasheets/WS2000.pdf		
SCI-WS-20-0-SME-WWR	WS2000 WIRED/WIRELESS SWITCH - US/CANADA ONLY	\$1,090.00	15%	\$926.50	Datasheets/WS2000.pdf		
SCI-WS-20-0-1ES-ABG-KIT	WIRED/WIRELESS SWITCH SME/BRANCH OFFICE NO US/CANADA ORDERS	\$1,403.00	15%	\$1,192.55	N/A		
SCI-RFS-6-10-100R0-WR	KIT WS2000 w/ 1 AP300 (a/b/g) with Power Supply and Mounting Kit - US/CANADA ONLY	\$2,250.00	15%	\$1,912.50	Datasheets/RFS6000	SS-0309.pdf	
SCI-RFS-6-10-100R0-WR	RFS6000 Management Switch	\$3,050.00	15%	\$2,592.50	Datasheets/RFS6000	SS-0306.pdf	
SCI-RFS-6-10-100R0-WR	KIT SWITCH RFS6010 WITH 8 PORTS	\$6,750.00	15%	\$5,737.50	Datasheets/RFS6000	SS-0306.pdf	
SCI-RFS-6-10-100R0-WR	KIT SWITCH RFS6010 WITH 24 PORTS	\$15,450.00	15%	\$13,132.50	Datasheets/RFS6000	SS-0306.pdf	
SCI-RFS-6-10-100R0-WR	KIT SWITCH RFS6010 WITH 48 PORTS	\$2,450.00	15%	\$2,082.50	N/A		
SCI-RFS-6-10-ADSEC-11C	8 port license upgrade certificate	\$1,181.10	10%	\$1,062.99	N/A		
SCI-RFS-6-10-ADP-12	RFS7000 License for Advance Security	\$2,068.20	10%	\$1,861.38	N/A		
SCI-RFS-6-10-ADP-128	RFS7000 License for 128 Adaptive Access Points	\$12,735.10	10%	\$11,461.59	N/A		
SCI-RFS-6-10-ADP-256	RFS7000 License for 256 Adaptive Access Points	\$18,597.20	10%	\$16,737.48	N/A		
SCI-RFS-6-10-APPL-11C	RFS7000 License for the Location Application License	\$11,844.00	10%	\$10,659.60	N/A		
SCI-RFS-7-10-100R0-WR	RFS7000 Management Switch	\$6,000.00	15%	\$5,100.00	Datasheets/RFS7000	SS-0309.pdf	
SCI-RFS-7-10-100R0-WR	SWITCH RFS7000 SERIES 1U DUAL DIMM	\$8,000.00	15%	\$6,800.00	Datasheets/RFS7000	SS-0309.pdf	
SCI-RFS-7-10-100R0-WR	KIT Switch RFS7010 with no Ports	\$13,500.00	15%	\$11,475.00	Datasheets/RFS7000	SS-0309.pdf	
SCI-RFS-7-10-100R0-WR	KIT Switch RFS7010 with 128 Ports	\$18,000.00	15%	\$15,300.00	Datasheets/RFS7000	SS-0309.pdf	
SCI-RFS-7-10-100R0-WR	KIT Switch RFS7010 with 256 Ports	\$29,000.00	15%	\$24,775.00	Datasheets/RFS7000	SS-0309.pdf	
SCI-RFS-7-10-11C-16-WR	UPGRADE CERT 16 PORT RFS7000 SERIES	\$1,500.00	15%	\$1,275.00	N/A		
SCI-RFS-7-10-ADSEC-11C	RFS7000 License for Advance Security	\$1,974.00	10%	\$1,776.60	N/A		
SCI-RFS-7-10-ADP-64	RFS7000 License for 64 Adaptive Access Points	\$4,342.80	10%	\$3,898.52	N/A		
SCI-RFS-7-10-ADP-512	RFS7000 License for 512 Adaptive Access Points	\$30,794.40	10%	\$27,714.96	N/A		
SCI-RFS-7-10-ADP-1024	RFS7000 License for 1024 Adaptive Access Points	\$61,588.80	10%	\$55,425.92	N/A		
SCI-RFS-7-10-APPL-11C	RFS7000 License for the Location Application License	\$19,740.00	10%	\$17,766.00	N/A		
SCI-SW-RF-MS-SRV-050-WW	RF Management Software for RFS6000 & RFS7000	\$4,995.00	15%	\$4,245.75	Datasheets/RF Management Software.pdf		
SCI-RFMS-3P-SW-1-WW	RF MGMT SUITE 3.0 (includes 50 AP license)	\$55.00	10%	\$49.50	N/A		
SCI-RFMS-3P-SW-5-WW	Additional 5 AP Licenses for RF Management Software	\$308.00	10%	\$277.20	N/A		
SCI-RFMS-3P-SW-25-WW	Additional 25 AP Licenses	\$1,078.00	10%	\$970.20	N/A		
SCI-RFMS-3P-SW-50-WW	Additional 50 AP Licenses	\$2,365.70	10%	\$2,129.13	N/A		
SCI-RFMS-3P-SW-100-WW	Additional 100 AP Licenses	\$4,331.50	10%	\$3,898.35	N/A		
SCI-RFMS-3P-SW-250-WW	Additional 250 AP Licenses	\$8,741.50	10%	\$7,867.35	N/A		
SCI-RFMS-3P-SW-500-WW	Additional 500 AP Licenses	\$13,419.47	10%	\$12,077.52	N/A		
SCI-RFMS-3P-SW-2000-WW	Additional 2000 AP Licenses	\$43,273.70	10%	\$38,846.33	N/A		
SCI-RFMS-3P-SW-5000-WW	Additional 5000 AP Licenses	\$53,000.00	10%	\$47,700.00	N/A		
SCI-SYS-RFMS3-001-10	RF Management Software Maintenance & Support	\$12.00	10%	\$11.70	N/A		
SCI-SYS-RFMS3-001-30	1 Yr support for RF Management Suite v3 software, 1 incremental RFMS v3 license. Requires RFMS v3 server software support. Includes phone support and entitled software releases for RFMS v3. RFMS v3 serial number required with order.	\$33.00	10%	\$29.70	N/A		
SCI-SYS-RFMS3-003-10	3 Yr support for RF Management Suite v3 software, 1 incremental RFMS v3 license. Requires RFMS v3 server software support. Includes phone support and entitled software releases for RFMS v3. RFMS v3 serial number required with order.	\$320.00	10%	\$288.00	N/A		

SC1-SV3R-M3S-400-30	3 Yr support for RF Management Suite v3 software, 25 incremental RFMS v3 licenses. Requires RFMS v3 server software support. Includes phone support and entitled software releases for RFMS v3. RFMS v3 serial number required with order.	\$816.00	10%	\$734.40	N/A
SC1-SV3R-M3S-400-10	1 Yr support for RF Management Suite v3 software, 50 incremental RFMS v3 licenses. Requires RFMS v3 server software support. Includes phone support and entitled software releases for RFMS v3. RFMS v3 serial number required with order.	\$520.00	10%	\$468.00	N/A
SC1-SV3R-M3S-450-30	3 Yr support for RF Management Suite v3 software, 50 incremental RFMS v3 licenses. Requires RFMS v3 server software support. Includes phone support and entitled software releases for RFMS v3. RFMS v3 serial number required with order.	\$1,320.00	10%	\$1,188.00	N/A
SC1-SV3R-M3S-100-10	1 Yr support for RF Management Suite v3 software, 100 incremental RFMS v3 licenses. Requires RFMS v3 server software support. Includes phone support and entitled software releases for RFMS v3. RFMS v3 serial number required with order.	\$850.00	10%	\$765.00	N/A
SC1-SV3R-M3S-100-30	3 Yr support for RF Management Suite v3 software, 100 incremental RFMS v3 licenses. Requires RFMS v3 server software support. Includes phone support and entitled software releases for RFMS v3. RFMS v3 serial number required with order.	\$2,100.00	10%	\$1,890.00	N/A
SC1-SV3R-M3S-2000-10	1 Yr support for RF Management Suite v3 software, 2000 incremental RFMS v3 licenses. Requires RFMS v3 server software support. Includes phone support and entitled software releases for RFMS v3. RFMS v3 serial number required with order.	\$6,175.00	10%	\$5,557.50	N/A
SC1-SV3R-M3S-2000-30	3 Yr support for RF Management Suite v3 software, 2000 incremental RFMS v3 licenses. Requires RFMS v3 server software support. Includes phone support and entitled software releases for RFMS v3. RFMS v3 serial number required with order.	\$15,740.00	10%	\$14,171.40	N/A
SC1-SV3R-M3S-250-10	1 Yr support for RF Management Suite v3 software, 250 incremental RFMS v3 licenses. Requires RFMS v3 server software support. Includes phone support and entitled software releases for RFMS v3. RFMS v3 serial number required with order.	\$1,500.00	10%	\$1,350.00	N/A
SC1-SV3R-M3S-250-30	3 Yr support for RF Management Suite v3 software, 250 incremental RFMS v3 licenses. Requires RFMS v3 server software support. Includes phone support and entitled software releases for RFMS v3. RFMS v3 serial number required with order.	\$3,825.00	10%	\$3,442.50	N/A
SC1-SV3R-M3S-500-10	1 Yr support for RF Management Suite v3 software, 500 incremental RFMS v3 licenses. Requires RFMS v3 server software support. Includes phone support and entitled software releases for RFMS v3. RFMS v3 serial number required with order.	\$1,980.00	10%	\$1,782.00	N/A
SC1-SV3R-M3S-500-30	3 Yr support for RF Management Suite v3 software, 500 incremental RFMS v3 licenses. Requires RFMS v3 server software support. Includes phone support and entitled software releases for RFMS v3. RFMS v3 serial number required with order.	\$5,049.00	10%	\$4,544.10	N/A
SC1-SV3R-M3S-5000-10	1 Yr support for RF Management Suite v3 software, 5000 incremental RFMS v3 licenses. Requires RFMS v3 server software support. Includes phone support and entitled software releases for RFMS v3. RFMS v3 serial number required with order.	\$9,280.00	10%	\$8,352.00	N/A
SC1-SV3R-M3S-5000-30	3 Yr support for RF Management Suite v3 software, 5000 incremental RFMS v3 licenses. Requires RFMS v3 server software support. Includes phone support and entitled software releases for RFMS v3. RFMS v3 serial number required with order.	\$23,661.00	10%	\$21,294.90	N/A
SC1-SV3R-M3S-500-10	1 Yr support for RF Management Suite v3 server software, 50 included licenses. Additional license support extra. Includes phone support and entitled software releases for licensed RFMS v3 and bundled SiteScanner. RFMS v3 serial no. required.	\$999.00	10%	\$909.00	N/A
SC1-SV3R-M3S-500-30	3 Yr support for RF Management Suite v3 server software, 50 included licenses. Additional license support extra. Includes phone support and entitled software releases for licensed RFMS v3 and bundled SiteScanner. RFMS v3 serial no. required.	\$2,547.00	10%	\$2,292.30	N/A
SC1-SV3R-M3S-500-10	Motorola AirDefense AirDefense Enterprise Starter Kit Enterprise Starter Kit Bundle with 1250 Appliance and 3 Model 520 Sensors (1) Model 1250 Appliance - Small organizations/limited growth (3) Model 520 Sensors (3) Full VIP's licenses for one sensor	\$6,995.00	10%	\$6,295.50	N/A
SC1-SV3R-M3S-1250-10	Model 1250 Appliance - Small wireless environments that expect limited growth 1 Year Service Center Bronze. Does not include Comprehensive Coverage. Includes Software Support (technical support and software updates).	\$5,995.00	10%	\$5,395.50	datasheets/AirDefense Appliance Models.pdf
SC1-SV3R-M3S-1250-30	3 Year Service from the Start Service Center Bronze. Includes Comprehensive Coverage. Includes Software Support (technical support and software updates).	\$1,079.00	10%	\$971.10	N/A
SC1-SV3R-M3S-1250-10	1 Year Advance Exchange. Includes Comprehensive Coverage. Includes Software Support (technical support and software updates).	\$2,698.00	10%	\$2,428.20	N/A
SC1-SV3R-M3S-1250-30	3 Year Service from the Start Advance Exchange. Includes Comprehensive Coverage. Includes Software Support (technical support and software updates).	\$1,235.00	10%	\$1,111.50	N/A
SC1-SV3R-M3S-3650-10	Model 3650 Appliance - Medium to large wireless environments that expect moderate growth 1 Year Service Center Bronze. Does not include Comprehensive Coverage. Includes Software Support (technical support and software updates).	\$3,149.00	10%	\$2,834.10	N/A
SC1-SV3R-M3S-3650-30	3 Year Service from the Start Service Center Bronze. Includes Comprehensive Coverage. Includes Software Support (technical support and software updates).	\$11,995.00	10%	\$10,795.50	datasheets/AirDefense Appliance Models.pdf
SC1-SV3R-M3S-3650-10	1 Year Advance Exchange. Includes Comprehensive Coverage. Includes Software Support (technical support and software updates).	\$2,159.00	10%	\$1,943.10	N/A
SC1-SV3R-M3S-3650-30	3 Year Service from the Start Advance Exchange. Includes Comprehensive Coverage. Includes Software Support (technical support and software updates).	\$5,398.00	10%	\$4,858.20	N/A
SC1-SV3R-M3S-4250-10	1 Year Advance Exchange. Includes Comprehensive Coverage. Includes Software Support (technical support and software updates).	\$2,470.00	10%	\$2,223.00	N/A
SC1-SV3R-M3S-4250-30	3 Year Service from the Start Advance Exchange. Includes Comprehensive Coverage. Includes Software Support (technical support and software updates).	\$6,298.00	10%	\$5,668.20	N/A
SC1-SV3R-M3S-4250-10	Model 4250 Appliance - Very large multi site deployments that expect significant growth 1 Year Service Center Bronze. Does not include Comprehensive Coverage. Includes Software Support (technical support and software updates).	\$19,995.00	10%	\$17,995.50	datasheets/AirDefense Appliance Models.pdf
SC1-SV3R-M3S-4250-30	3 Year Service from the Start Service Center Bronze. Includes Comprehensive Coverage. Includes Software Support (technical support and software updates).	\$3,999.00	10%	\$3,599.10	N/A
SC1-SV3R-M3S-4250-10	1 Year Advance Exchange. Includes Comprehensive Coverage. Includes Software Support (technical support and software updates).	\$8,990.00	10%	\$8,091.00	N/A
SC1-SV3R-M3S-4250-30	3 Year Service from the Start Advance Exchange. Includes Comprehensive Coverage. Includes Software Support (technical support and software updates).	\$4,119.00	10%	\$3,707.10	N/A
SC1-SV3R-M3S-4250-10	1 Year Advance Exchange. Includes Comprehensive Coverage. Includes Software Support (technical support and software updates).	\$10,503.00	10%	\$9,452.70	N/A
SC1-SV3R-M3S-4250-30	3 Year Service from the Start Advance Exchange. Includes Comprehensive Coverage. Includes Software Support (technical support and software updates).	\$4,995.00	10%	\$4,495.50	N/A
SC1-SV3R-M3S-6500-10	AirDefense Backup Appliance Model 1250 Appliance as Backup Appliance 1 Year Service Center Bronze. Does not include Comprehensive Coverage. Includes Software Support (technical support and software updates).	\$999.00	10%	\$909.00	N/A
SC1-SV3R-M3S-6500-30	3 Year Service from the Start Service Center Bronze. Includes Comprehensive Coverage. Includes Software Support (technical support and software updates).	\$2,740.00	10%	\$2,466.00	N/A

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 Scientel Wireless
 Tab2 - Product Service Offerings

SCI - SSB BR 2V-1250-30	1 Year Advance Exchange Includes Comprehensive Coverage Includes Software Support (technical support and software updates)	\$1,029.00	10%	\$926.10	N/A
SCI - AXB BR 3V-1250-10	3 Year Service from the Start Advance Exchange Includes Comprehensive Coverage Includes Software Support (technical support and software updates)	\$2,024.00	10%	\$2,024.00	N/A
SCI - SXB BR 3V-1250-30	Model 3650 Appliance as Backup Appliance	\$8,995.00	10%	\$8,095.50	N/A
SCI - SSB BR 2V-3650-30	1 Year Service Center Bronze Does not include Comprehensive Coverage Includes Software Support (technical support and software updates)	\$1,619.00	10%	\$1,457.10	N/A
SCI - AXB BR 3V-3650-10	3 Year Service from the Start Service Center Bronze Includes Comprehensive Coverage Includes Software Support (technical support and software updates)	\$4,038.00	10%	\$3,634.20	N/A
SCI - SSB BR 2V-3650-30	1 Year Advance Exchange Includes Comprehensive Coverage Includes Software Support (technical support and software updates)	\$1,853.00	10%	\$1,667.70	N/A
SCI - AXB BR 3V-3650-10	3 Year Service from the Start Advance Exchange Includes Comprehensive Coverage Includes Software Support (technical support and software updates)	\$4,725.00	10%	\$4,252.50	N/A
SCI - SXB BR 3V-3650-30	Model 4250 Appliance as Backup Appliance	\$14,995.00	10%	\$13,495.50	N/A
SCI - SSB BR 2V-4250-30	1 Year Service Center Bronze Does not include Comprehensive Coverage Includes Software Support (technical support and software updates)	\$2,099.00	10%	\$2,429.10	N/A
SCI - AXB BR 3V-4250-10	3 Year Service from the Start Service Center Bronze Includes Comprehensive Coverage Includes Software Support (technical support and software updates)	\$6,748.00	10%	\$6,073.20	N/A
SCI - SSB BR 2V-4250-30	1 Year Advance Exchange Includes Comprehensive Coverage Includes Software Support (technical support and software updates)	\$3,089.00	10%	\$2,780.10	N/A
SCI - AXB BR 3V-4250-10	3 Year Service from the Start Advance Exchange Includes Comprehensive Coverage Includes Software Support (technical support and software updates)	\$7,877.00	10%	\$7,089.30	N/A
SCI - SXB BR 3V-4250-30	Sensor Bundle				
	Model 520 Remote Sensor with Full WIPS license				
	(1) Model 520 Remote Sensor (Part # SH 520 P 1)				
	(1) Full WIPS license for one Sensor (Part # AD SHFL P 1)				
	<i>Note: mounting bracket & DC adapter included. 802.11n Power-over-Ethernet capable</i>				
SCI - SSB BR 2V-520FL-10	1 Year Service Center Bronze Does not include Comprehensive Coverage Includes Software Support (technical support and software updates)	\$995.00	10%	\$895.50	datacenter/AdvExchange/MSO Server_Sensor.pdf
SCI - AXB BR 3V-520FL-10	3 Year Service from the Start Service Center Bronze Includes Comprehensive Coverage Includes Software Support (technical support and software updates)	\$179.00	10%	\$161.10	N/A
SCI - SSB BR 2V-520FL-30	1 Year Advance Exchange Includes Comprehensive Coverage Includes Software Support (technical support and software updates)	\$438.00	10%	\$393.20	N/A
SCI - AXB BR 3V-520FL-10	3 Year Service from the Start Advance Exchange Includes Comprehensive Coverage Includes Software Support (technical support and software updates)	\$194.00	10%	\$174.60	N/A
SCI - SSB BR 2V-520FL-30	1 Year Advance Exchange Includes Comprehensive Coverage Includes Software Support (technical support and software updates)	\$189.00	10%	\$170.10	N/A
	Sensor Hardware				
	Model 520 Remote Sensor hardware - wall mount form factor with external antennas, dual 802.11 radios capable of monitoring 2.4 GHz & 5 GHz				
	<i>Note: mounting bracket & DC adapter included. 802.11n Power-over-Ethernet capable</i>				
SCI - SSB BR 2V-520H-10	1 Year Service Center Bronze for Hardware only Does not include Comprehensive Coverage Does not entitle customer to software updates. A Software Support contract (technical support and software updates) must be ordered separately.	\$54.00	10%	\$48.60	datacenter/AdvExchange/MSO Server_Sensor.pdf
SCI - AXB BR 3V-520H-10	3 Year Service from the Start Center Bronze for Hardware only Does not include Comprehensive Coverage Does not entitle customer to software updates. A Software Support contract (technical support and software updates) must be ordered separately.	\$125.00	10%	\$112.50	N/A
SCI - SSB BR 2V-520H-30	1 Year Advance Exchange for Hardware only Includes Comprehensive Coverage Does not entitle customer to software updates. A Software Support contract (technical support and software updates) must be ordered separately.	\$69.00	10%	\$62.10	N/A
SCI - AXB BR 3V-520H-10	3 Year Service from the Start Advance Exchange for Hardware only Includes Comprehensive Coverage Does not entitle customer to software updates. A Software Support contract (technical support and software updates) must be ordered separately.	\$176.00	10%	\$158.40	N/A
	Motorola Sensor Bundles				
	Model AP300 Remote Sensor (internal antenna) with Full WIPS license				
	(1) Model AP300 Dual Radio, Internal Antenna (Part # WSAP 5110 100 WWVR)				
	(1) Full WIPS license for one Sensor (Part # AD SHFL P 1)				
SCI - SSB BR 2V-300FL-10	1 Year Service Center Bronze for Hardware only Does not include Comprehensive Coverage Does not entitle customer to software updates. A Software Support contract (technical support and software updates) must be ordered separately.	\$815.00	10%	\$730.50	N/A
	Model AP300 Remote Sensor (external antenna) with Full WIPS license				
	(1) Model AP300 Dual Radio, External Antenna (Part # WSAP 5100 100 WWVR)				
	(4) Dual band Dipole Antenna 802.11 a/b/g (Part # ML 2452-APA2 01)				
	(1) Full WIPS license for one Sensor (Part # AD SHFL P 1)				
SCI - SSB BR 2V-300FL-10	1 Year Service Center Bronze for Hardware only Does not include Comprehensive Coverage Does not entitle customer to software updates. A Software Support contract (technical support and software updates) must be ordered separately.	\$945.00	10%	\$850.50	N/A
	Model AP5131 Remote Sensor with Full WIPS license				
	(1) Model AP5131 Dual Radio 802.11n/g (Part # AP 5131 13040 WWV)				
	(4) Dual band Dipole Antenna 802.11 a/b/g (Part # ML 2452-APA2 01)				
	(1) Full WIPS license for one Sensor (Part # AD SHFL P 1)				
SCI - SSB BR 2V-5131FL-10	1 Year Service Center Bronze for Hardware only Does not include Comprehensive Coverage Does not entitle customer to software updates. A Software Support contract (technical support and software updates) must be ordered separately.	\$1,340.00	10%	\$1,206.00	N/A
	Model AP7131 Single Radio Remote 11n Sensor (integrated antenna) with Full WIPS license				
	(1) Model AP7131 Single Radio 802.11n (Part # AP 7131 60028 WR)				
	(1) Full WIPS license for one Sensor (Part # AD SHFL P 1)				
SCI - SSB BR 2V-7131FL-10	1 Year Service Center Bronze for Hardware only Does not include Comprehensive Coverage Does not entitle customer to software updates. A Software Support contract (technical support and software updates) must be ordered separately.	\$1,500.00	10%	\$1,350.00	N/A
	Model AP7131 Dual Radio Remote 11n Sensor (integrated antenna) with Full WIPS license				
	(1) Model AP7131 Dual Radio 802.11n (Part # AP 7131 60018 WR)				
	(1) Full WIPS license for one Sensor (Part # AD SHFL P 1)				
SCI - SSB BR 2V-7131FL-10	1 Year Service Center Bronze for Hardware only Does not include Comprehensive Coverage Does not entitle customer to software updates. A Software Support contract (technical support and software updates) must be ordered separately.	\$1,650.00	10%	\$1,485.00	N/A
	Model AP7131 Single Radio Remote 11n Sensor (external antenna) with Full WIPS license				
	(1) Model AP7131 Single Radio 802.11n (Part # AP 7131 60020 WR)				
	(3) Dual band Dipole Antenna 802.11 a/b/g (Part # ML 2452-APA2 01)				
	(1) Full WIPS license for one Sensor (Part # AD SHFL P 1)				
SCI - SSB BR 2V-7131FL-10	1 Year Service Center Bronze for Hardware only Does not include Comprehensive Coverage Does not entitle customer to software updates. A Software Support contract (technical support and software updates) must be ordered separately.	\$1,525.00	10%	\$1,372.50	N/A
	Model AP7131 Dual Radio Remote 11n Sensor (external antenna) with Full WIPS license				
	(1) Model AP7131 Dual Radio 802.11n (Part # AP 7131 60018 WR)				
	(6) Dual band Dipole Antenna 802.11 a/b/g (Part # ML 2452-APA2 01)				
	(1) Full WIPS license for one Sensor (Part # AD SHFL P 1)				
SCI - SSB BR 2V-7131FL-10	1 Year Service Center Bronze for Hardware only Does not include Comprehensive Coverage Does not entitle customer to software updates. A Software Support contract (technical support and software updates) must be ordered separately.	\$1,750.00	10%	\$1,575.00	N/A
	AP300 Hardware Maintenance				
SCI - AXB AP5131X-10	1 Year Advance Exchange Includes Comprehensive Coverage	\$15.00	10%	\$13.50	N/A
SCI - OSB AP5131X-10	1 Year On Site Bronze Does not include Comprehensive Coverage Check datasheet for regional availability.	\$29.00	10%	\$26.10	N/A
SCI - AXB AP7131X-30	3 Year Service from the Start On Site Bronze Includes Comprehensive Coverage Check datasheet for regional availability.	\$71.00	10%	\$63.90	N/A
SCI - SXB WSAP51XX-30	3 Year Service from the Start Advance Exchange Includes Comprehensive Coverage	\$35.00	10%	\$31.50	N/A
	AP5131 Hardware Maintenance				
SCI - AXB AP5131-10	1 Year Advance Exchange Includes Comprehensive Coverage	\$76.00	10%	\$68.40	N/A
SCI - OSB AP5131-10	1 Year On Site Bronze Does not include Comprehensive Coverage Check datasheet for regional availability.	\$95.00	10%	\$85.50	N/A

SOL-SUB-AP-131-30	3 Year Service from the Start On Site Bronze Includes Comprehensive Coverage Check datasheet for regional availability	\$225.00	10%	\$202.50	N/A
SOL-SAB-AP-131-30	3 Year Service from the Start Advance Exchange Includes Comprehensive Coverage AP7131 Hardware Maintenance	\$176.00	10%	\$158.40	N/A
SOL-ADV-AP-131-10	1 Year Advance Exchange Includes Comprehensive Coverage	\$100.00	10%	\$90.00	N/A
SOL-SAB-AP-131-30	3 Year Service from the Start Advance Exchange Includes Comprehensive Coverage	\$234.00	10%	\$210.60	N/A
SOL-OSB-AP-131-10	1 Year Onsite Bronze Does not include Comprehensive Coverage Check datasheet for regional availability	\$125.00	10%	\$112.50	N/A
SOL-SUB-AP-131-30	3 Year Service from the Start Onsite Bronze Includes Comprehensive Coverage Check datasheet for regional availability	\$292.00	10%	\$262.80	N/A
SOL-AD-SNP-1	AirDefense Enterprise Sensor Software License Full WIPS license for one sensor	\$695.00	10%	\$625.50	datasheet/AD Enterprise datasheet.pdf
SOL-SWS-1-SNP-10	1 Year Software Support for 1 WIPS sensor license Includes technical support and software updates for base WIPS license	\$125.00	10%	\$112.50	N/A
SOL-SWS-1-SNP-30	3 Year Software Support for 1 WIPS sensor license Includes technical support and software updates for base WIPS license	\$313.00	10%	\$281.70	N/A
LI-SH-201-PAGE-1	Sensor Accessories Power-over-Ethernet (PoE) Injector for Model 500 series Sensor 802.3af compliant PoE injector with 100-250 VAC universal power supply (IEC320, C14, 3 prong, w/ground), US local power cord included	\$65.00	10%	\$58.50	N/A
SOL-AP-131-10-1P2-NFR	802.3af Power Supply/Injector 100-250 VAC, requires Power Cord	\$69.00	10%	\$62.10	N/A
SOL-AP-131-10-1P3-4nfr	802.3af Single Port High Power Gigabit Injector 100-250 VAC, requires Power Cord	\$69.00	10%	\$62.10	N/A
SOL-AP-131-10-1P3-4nfr	ZeroCabling Solution for Model 500 series Sensor* (1) 1 cable with 12 leads (SH500-C-012) (1) 1 cable with 2 B and 16 B leads (SH500-C-218) <i>Note: ZeroCabling requires PoE power on the data port! Check ZeroCabling datasheet to verify Power over Ethernet compatibility.</i>	\$55.00	10%	\$49.50	N/A
SOL-MI-240-APAZ-01	Dual Band Dipole Antenna Environment Indoor, Type Dipole, 5cm dia @ 2.4GHz, 1dbi @ 5GHz, Beam Width E Plane 35 degrees, H Plane 300 Degrees, Connector RP SMA Male	\$25.00	10%	\$22.50	N/A
SOL-50-160-0-221R	AC Power Cord for United States / Brazil	\$15.00	10%	\$13.50	N/A
SOL-AD-FE-1P-1	AirDefense Enterprise Add on Modules Advanced Forensic Analysis (Long Term Data Trend Analysis) Advanced Forensic Analysis license for one sensor <i>Note: Advanced Forensic Analysis requires a license for each sensor connected to the same appliance</i>	\$195.00	10%	\$175.50	datasheet/AD Enterprise datasheet.pdf
SOL-SWS-1-FE-1P-10	1 Year Software Support for Advanced Forensic software license. Base WIPS Support contract required and must be ordered separately	\$35.00	10%	\$31.50	N/A
SOL-SWS-1-FE-1P-30	3 Year Software Support for Advanced Forensic software license. Base WIPS Support contract required and must be ordered separately	\$89.00	10%	\$80.10	N/A
SOL-AD-AT-1P-1	Advanced Troubleshooting (Connection Analysis & AP Test) Advanced Troubleshooting license for one sensor <i>Note: Advanced Troubleshooting requires a license for each sensor connected to the same appliance</i>	\$265.00	10%	\$238.50	datasheet/AD Enterprise datasheet.pdf
SOL-SWS-1-AT-1P-10	1 Year Software Support for Advanced Troubleshooting license. Base WIPS Support contract required and must be ordered separately	\$53.00	10%	\$47.70	N/A
SOL-SWS-1-AT-1P-30	3 Year Software Support for Advanced Troubleshooting license. Base WIPS Support contract required and must be ordered separately	\$133.00	10%	\$119.70	N/A
OL-AP-TR-1P-1	Tracker (Laptop based AP Tracker Tool) Tracker license for one sensor <i>Note: Tracker requires a license for each sensor connected to the same appliance</i>	\$25.00	10%	\$22.50	datasheet/AD Enterprise datasheet.pdf
SOL-SWS-1-TR-1P-10	1 Year Software Support for AP Tracker module, price per sensor license. Includes technical support and software updates for AP Tracker software license. Base WIPS Support contract required and must be ordered separately	\$4.50	10%	\$4.05	N/A
SOL-SWS-1-TR-1P-30	3 Year Software Support for AP Tracker module, price per sensor license. Includes technical support and software updates for AP Tracker software license. Base WIPS Support contract required and must be ordered separately	\$11.25	10%	\$10.13	N/A
SOL-AD-EP-1P-1	Legacy Encryption Protection: WEP Cloaking (Legacy Encryption Protection) Legacy Encryption Protection license for one sensor	\$195.00	10%	\$175.50	datasheet/AD Enterprise datasheet.pdf
SOL-SWS-1-EP-1P-10	1 Year Software Support for WEP Cloaking license, price per sensor license. Includes technical support and software updates for Legacy Encryption Protection software license. Base WIPS Support contract required and must be ordered separately	\$35.00	10%	\$31.50	N/A
SOL-SWS-1-EP-1P-30	3 Year Software Support for WEP Cloaking license, price per sensor license. Includes technical support and software updates for Legacy Encryption Protection software license. Base WIPS Support contract required and must be ordered separately	\$89.00	10%	\$80.10	N/A
SOL-SWS-1-SAS-1P-1	Spectrum Analysis (Physical Layer Troubleshooting) Spectrum Analysis license for one sensor <i>Note: Spectrum Analysis licenses are fixed to a sensor, not all sensor hardware platforms are supported</i>	\$195.00	10%	\$175.50	datasheet/AD Enterprise datasheet.pdf
SOL-SWS-1-SAS-1P-10	1 Year Software Support for Spectrum Analysis module, price per sensor license. Includes technical support and software updates for Spectrum Analysis software license. Base WIPS Support contract required and must be ordered separately	\$35.00	10%	\$31.50	N/A
SOL-SWS-1-SAS-1P-30	3 Year Software Support for Spectrum Analysis module, price per sensor license. Includes technical support and software updates for Spectrum Analysis software license. Base WIPS Support contract required and must be ordered separately	\$89.00	10%	\$80.10	N/A
SOL-AD-CMC-1P-1	Centralized Management Console (Configure & Manage Multiple Appliances) Centralized Management Console license for one Appliance	\$8,995.00	10%	\$8,095.50	datasheet/AD Enterprise datasheet.pdf
SOL-SWS-1-CMC-10	1 Year Software Support for Centralized Management Console module, price per appliance license. Includes technical support and software updates for CMC software license. Base WIPS Support contract required and must be ordered separately	\$1,999.00	10%	\$1,799.10	N/A

H-GAC CW10-09
 Scientel Wireless
 Tab2 - Product Service Offerings

	3 Year Software Support for Centralized Management Console module price per appliance license. Includes technical support and software updates for CMC software license. Base WIP's Support contract required and must be ordered separately.	\$4,495.00	10%	\$4,048.20	N/A
	AirDefense Personal - Endpoint Security				
	AirDefense Personal Software Licenses				
SCI-PR-SW-IP-1	AirDefense Personal Manager license for one server appliance	\$2,495.00	10%	\$2,245.50	datasheets/AD_Personal_datasheet.pdf
	1 Year Software Support for AirDefense Personal Manager price per server license. Includes technical support and software updates for AirDefense Personal Manager software license.	\$449.00	10%	\$404.10	N/A
SCI-SWS-IP-SW-10	3 Year Software Support for AirDefense Personal Manager price per server license. Includes technical support and software updates for AirDefense Personal Manager software license.	\$1,123.00	10%	\$1,010.70	N/A
SCI-PR-CLP-10	AirDefense Personal Agent Connection Licenses (set of 10 agent connection licenses)	\$200.00	10%	\$180.00	datasheets/AD_Personal_datasheet.pdf
	1 Year Software Support for AirDefense Personal Agent, price per 10 agent connection licenses. Includes technical support and software updates for AirDefense Personal Agent software license.	\$36.00	10%	\$32.40	N/A
SCI-SWS-IP-CL-10-1Y	3 Year Software Support for AirDefense Personal Agent, price per 10 agent connection licenses. Includes technical support and software updates for AirDefense Personal Agent software license.	\$90.00	10%	\$81.00	N/A
	AirDefense Tools for Network Administrators				
	AirDefense Mobile Software Licenses - WLAN Analyzer Tool				
SCI-MB-SW-IG-P-1	AirDefense Mobile software license for one laptop	\$1,295.00	10%	\$1,165.50	datasheets/AD_Mobile_datasheet.pdf
	1 Year Software Support for AirDefense Mobile, price per license. Includes technical support and software updates for Mobile software license.	\$233.00	10%	\$209.70	N/A
SCI-SWS-MB-SW-2Y-1Y	3 Year Software Support for AirDefense Mobile, price per license. Includes technical support and software updates for Mobile software license.	\$583.00	10%	\$524.70	N/A
	Motorola SiteScanner Software Licenses - WLAN Survey				
SCI-WYSM-SC-1Y	SiteScanner Indoor Wi-Fi Measurement Software (includes 1st yr Maintenance)	\$2,500.00	10%	\$2,250.00	N/A
SCI-WYSM-SC-1Y	SiteScanner 1 Year Software Maintenance Renewal	\$625.00	10%	\$562.50	N/A
	Motorola LANPlanner Software Licenses - WLAN Planning				
SCI-WYLP-1Y	LANPlanner RF Design Software (LANPlanner and SiteScanner Software - includes 1st yr Maintenance)	\$12,000.00	10%	\$10,800.00	N/A
SCI-WYLP-1Y	LANPlanner 1 Year Software Maintenance Renewal	\$3,000.00	10%	\$2,700.00	N/A
	1 Licensed Point to Point Links				
	11GHz, 18GHz & 23 GHz				
	PTP800 (ODU 2+CMU+ Cable+ Cable Kit+AC power supply)				Product to be released in Oct 2009. No datasheet available hence, as the price of the Point to Point link will be based on the data speeds which are listed below.
SCI-PTP800-10	10 Mbps Throughput Capability	\$13,189.00	10%	\$12,140.10	10 Mbps Throughput Capability
SCI-PTP800-20	20 Mbps Throughput Capability	\$13,989.00	10%	\$12,590.10	20 Mbps Throughput Capability
SCI-PTP800-30	30 Mbps Throughput Capability	\$14,289.00	10%	\$12,860.10	30 Mbps Throughput Capability
SCI-PTP800-40	40 Mbps Throughput Capability	\$14,489.00	10%	\$13,040.10	40 Mbps Throughput Capability
SCI-PTP800-50	50 Mbps Throughput Capability	\$14,989.00	10%	\$13,490.10	50 Mbps Throughput Capability
SCI-PTP800-100	100 Mbps Throughput Capability	\$15,989.00	10%	\$14,390.10	100 Mbps Throughput Capability
SCI-PTP800-150	150 Mbps Throughput Capability	\$16,989.00	10%	\$15,290.10	150 Mbps Throughput Capability
SCI-PTP800-200	200 Mbps Throughput Capability	\$17,989.00	10%	\$16,190.10	200 Mbps Throughput Capability
SCI-PTP800-300	300 Mbps Throughput Capability	\$19,489.00	10%	\$17,540.10	300 Mbps Throughput Capability
SCI-PTP800-400	400 Mbps Throughput Capability	\$20,989.00	10%	\$18,890.10	400 Mbps Throughput Capability
	Motorola Enterprise Voice Solution				
SCI-TEAM-B-1Y-ON-1705	TEAM Bundle Kit which includes NSM & WSM	\$2,499.00	10%	\$2,249.10	datasheet/Motorola Team WSM NSM.pdf
SCI-EWP100-0	EWP1000 Handset	\$499.00	10%	\$449.10	datasheet/TEAM/VOWI ARB handsets SS 1208.pdf
SCI-EWP110-0	EWP1100 Handset with Expanded Capacity Battery	\$519.00	10%	\$467.10	datasheet/TEAM/VOWI ARB handsets SS 1208.pdf
SCI-EWP200-0	EWP2000 Handset	\$549.00	10%	\$494.10	datasheet/TEAM/VOWI ARB handsets SS 1208.pdf
SCI-EWP210-0	EWP2100 Handset with Expanded Capacity Battery	\$569.00	10%	\$512.10	datasheet/TEAM/VOWI ARB handsets SS 1208.pdf
	Scientel Installation Kits				
SCI-IAP-KIT	IAP Installation Kit	\$300.00	5%	\$285.00	N/A
SCI-MVR-KIT	MVR Installation Kit	\$250.00	5%	\$237.50	N/A
SCI-CC-KIT	Canopy Cluster Installation Kit	\$600.00	5%	\$570.00	N/A
SCI-CM-KIT	Canopy SM Installation Kit	\$300.00	5%	\$285.00	N/A
SCI-IP-KIT	Unlicensed PTP Installation Kit	\$900.00	5%	\$855.00	N/A
SCI-LP-KIT	Licensed PTP Installation Kit	\$1,000.00	5%	\$950.00	N/A
SCI-NPRM	Non-Penetrating Roof Mount	\$700.00	5%	\$665.00	N/A
	Bridgewave Microwave Radics				
	-48VDC Opt-in	\$2,000.00	5%	\$1,900.00	N/A
	1X Option	\$2,000.00	5%	\$1,900.00	N/A
	Special Request to modify a GE Product to AES - This is a special request not a standard product	\$6,000.00	5%	\$5,700.00	N/A
SCI-AES-4-10-ICB-AR-MOD	Software key that enables an FE80U to operate as an AR60 including AdantRate	\$13,900.00	5%	\$13,205.00	N/A
SCI-FE80U-AR60-UPG	Secure (encrypted) management agent access	\$2,900.00	5%	\$2,755.00	N/A
SCI-SEC-INT-MGT	Upgrade to internal 256-bit AES encryption for one link of GE100	\$1,995.00	5%	\$1,895.25	N/A
SCI-FE80U-AR60-UPG	Software key that enables an FE80U to operate as an AR60 including AdantRate	\$11,900.00	5%	\$11,305.00	N/A
SCI-BW80-U-UPG-125-250	BW80/BW80X Software Upgrade Key Upgrade BW80/BW80X capacity from 125 Mbps to 250 Mbps	\$3,000.00	5%	\$2,850.00	N/A
SCI-BW80-U-UPG-250-500	BW80/BW80X Software Upgrade Key Upgrade BW80/BW80X capacity from 250 Mbps to 500 Mbps	\$3,500.00	5%	\$3,325.00	N/A
SCI-BW80-U-UPG-250-1000	BW80/BW80X Software Upgrade Key Upgrade BW80/BW80X capacity from 250 Mbps to 1000 Mbps	\$7,000.00	5%	\$6,650.00	N/A
SCI-BW80-U-UPG-125-500	BW80/BW80X Software Upgrade Key Upgrade BW80/BW80X capacity from 125 Mbps to 500 Mbps	\$6,500.00	5%	\$6,175.00	N/A
SCI-BW80-U-UPG-125-1000	BW80/BW80X Software Upgrade Key Upgrade BW80/BW80X capacity from 125 Mbps to 1000 Mbps	\$10,500.00	5%	\$9,975.00	N/A
SCI-BW80-U-UPG-500-1000	BW80/BW80X Software Upgrade Key Upgrade BW80/BW80X capacity from 500 Mbps to 1000 Mbps	\$4,000.00	5%	\$3,800.00	N/A
SCI-GE60	1.25 Gbps full duplex, mid-range link 60GHz U.S./CAT1 license free, 10" integrated antennas, 1000Base SX (1-C) 10/100 Auto Uplink 1 year warranty	\$19,900.00	5%	\$18,905.00	datasheets/Bridgewave GE60.pdf
SCI-GE60-3-INT	Spare GE60 link used for international support that may be new or refurbished at Bridgewave's option. Sold with no warranty	\$19,900.00	5%	\$18,905.00	N/A
SCI-AR60	AdantRate GigE Medium Range Link, 1.25 Gbps full duplex, medium range link, 60GHz U.S. license free, 10" integrated antennas, 1000Base SX (1-C) 1 year warranty, includes two radio units, management software, indoor 110/220 VAC power supplies, wall and 2-4 5" pole mounts, visual alignment tools, DVM test cables	\$23,900.00	5%	\$22,705.00	datasheets/Bridgewave AR60-AR60X.pdf

SCI-AR80X	AdaptRate GigE Extended Range Link 1.25 Gbps, full duplex, extended range link, 60GHz U.S. license free, high power, 24" external antennas, 1000Base SX (I.C.) 1 year warranty. Includes two radio units, management software, indoor 110/220 VAC power supplies, external antennas, 24" 1.5" pole mounts, indoor 110/220 VAC power supplies, DVM test cables 1.25 Gbps, full duplex, ext. range link 60GHz U.S. (CAI) lic. free, AdaptRate 24" external antennas, 1000Base SX (I.C.) 10/100 Add Drop Port, 1 year warranty	\$20,900.00	5%	\$20,555.00	datastreet@brighthouse.com AR80X AR80X.pdf
SCI-AR80-A-S	1.25 Gbps, full duplex, mid range link 60GHz U.S. (CAI) lic. free, AdaptRate, AES Encryption, SECURE MGT, 10" integrated antennas, 1000Base SA (I.C.) 10/100 Add Drop Port 1 yr warranty, optional restrictions	\$30,800.00	5%	\$29,260.00	datastreet@brighthouse.com AR80X AR80X.pdf
SCI-AR80X-ES	1.25 Gbps, full duplex, extended range link 60GHz U.S. & CAI license free, Adv. Encrypt, SNV, high power, 24" external antennas, 1000Base SX (I.C.) 10/100 Add Drop Port, 1 year warranty, 1.25 Gbps, full duplex, ext. range link 60GHz U.S. (CAI) lic. free, AdaptRate, AES Encryption, SECURE MGT, 24" external antennas, 1000Base SX (I.C.) 10/100 Add Drop Port, 1 year warranty, optional restrictions	\$33,800.00	5%	\$32,110.00	datastreet@brighthouse.com AR80X AR80X.pdf
SCI-LX-48V-DC-Output	LX Single Mode Fiber and 48VDC Power added to product when ordering 48VDC directly connected to radio	\$2,000.00	5%	\$1,900.00	N/A
SCI-60-SP-RE-LSSP	Spare link for AR80X, FE60X or GE60X Spare 60 GHz link (ext antenna) used to support I SSP program. Includes two radios only 100 mounts, accessories kits	\$4,500.00	5%	\$4,275.00	N/A
SCI-FE60X	Spare link for AR80X, FE60X or GE60X Spare 60 GHz link (ext antenna) used to support I SSP program. Includes two radios only, 100 antennas, mounts, accessory kits	\$4,500.00	5%	\$4,275.00	N/A
SCI-SI-E-100	100Mbps, full duplex, mid range link, 60GHz U.S. (CAI) license free, 10" integrated antennas, RJ45 port, Power over Ethernet, 1 year warranty, upgradable to encryption with SI E 100 AES option 100Mbps, full duplex, mid range link, 60GHz U.S. (CAI) license free, 10" integrated antennas, RJ45 port, Power over Ethernet, 1 year warranty, upgradable to encryption with SI E 100 AES option, 10 year warranty	\$14,900.00	5%	\$14,155.00	datastreet@brighthouse.com SI E 100.pdf
SCI-80GHZ-IC	Registration for FCC 10 Year license for 72.5-82.5 GHz for single link in a specified location. Only USA	\$9,995.00	5%	\$9,495.25	datastreet@brighthouse.com SI E 100.pdf
SCI-PS-12	24x7 Tech Support with priority queuing for 12 month period. System must be covered by valid warranty to qualify.	\$500.00	5%	\$475.00	N/A
SCI-PS-24	24x7 Tech Support with priority queuing for 24 month period. System must be covered by valid warranty to qualify.	\$925.00	5%	\$879.38	N/A
SCI-PS-36	24x7 Tech Support with priority queuing for 36 month period. System must be covered by valid warranty to qualify.	\$1,800.00	5%	\$1,803.10	N/A
SCI-PS-48	24x7 Tech Support with priority queuing for 48 month period. System must be covered by valid warranty to qualify.	\$2,697.00	5%	\$2,562.15	N/A
SCI-PS-60	Premier Support Plan 48 months, 24x7 Tech Support with priority queuing for 48 month period. System must be covered by valid warranty, U.S. only	\$3,396.00	5%	\$3,226.20	N/A
SCI-PS-60	Premier Support Plan 60 months, 24x7 Tech Support with priority queuing for 60 month period. System must be covered by valid warranty, U.S. only	\$3,936.00	5%	\$3,739.20	N/A
SCI-I-SSP-E-1-Warranty-AR80	Extends AR80 warranty by one year for products covered under the Local Site Sparing Program (I SSP). Does not include HDR	\$950.00	5%	\$902.50	N/A
SCI-I-SSP-E-1-Warranty-AR80	Extends AR80 warranty by one year for products covered under the Local Site Sparing Program (I SSP). Does not include HDR	\$1,430.00	5%	\$1,358.50	N/A
SCI-I-SSP-E-1-Warranty-AR80	Extends AR80 AES warranty by one year for products covered under the Local Site Sparing Program (I SSP). Does not include HDR	\$1,712.00	5%	\$1,626.40	N/A
SCI-I-SSP-E-1-Warranty-AR80	Extends AR80 AES warranty by one year for products covered under the Local Site Sparing Program (I SSP). Does not include HDR	\$1,232.00	5%	\$1,170.40	N/A
SCI-I-SSP-E-1-Warranty-GE60	Extends GE60 warranty by one year for products covered under the Local Site Sparing Program (I SSP). Does not include HDR	\$1,210.00	5%	\$1,149.50	N/A
SCI-I-SSP-E-1-Warranty-AR60	Extends AR60 warranty by one year for products covered under the Local Site Sparing Program (I SSP). Does not include HDR	\$1,070.00	5%	\$1,016.50	N/A
SCI-I-SSP-E-1-Warranty-AR60	Extends AR60X AES warranty by one year for products covered under the Local Site Sparing Program (I SSP). Does not include HDR	\$1,352.00	5%	\$1,284.40	N/A
SCI-I-SSP-E-1-Warranty-FE60	Extends FE60X warranty by one year for products covered under the Local Site Sparing Program (I SSP). Does not include HDR	\$580.00	5%	\$551.00	N/A
SCI-I-SSP-E-1-Warranty-AR60	Extends AR60X warranty by one year for products covered under the Local Site Sparing Program (I SSP). Does not include HDR	\$1,980.00	5%	\$1,881.00	N/A
SCI-I-SSP-E-1-Warranty-AR80	Extends AR80X AES warranty by one year for products covered under the Local Site Sparing Program (I SSP). Does not include HDR	\$1,872.00	5%	\$1,778.40	N/A
SCI-I-SSP-E-1-Warranty-FE60	Extends FE60X warranty by one year for products covered under the Local Site Sparing Program (I SSP). Does not include HDR	\$1,070.00	5%	\$1,016.50	N/A
SCI-I-SSP-E-1-Warranty-FE60	Extends FE60X warranty by one year for products covered under the Local Site Sparing Program (I SSP). Does not include HDR	\$1,196.00	5%	\$1,136.20	N/A
SCI-I-SSP-E-1-Warranty-GE60	Extends GE60 warranty by one year for products covered under the Local Site Sparing Program (I SSP). Does not include HDR	\$700.00	5%	\$665.00	N/A
SCI-I-SSP-E-1-Warranty-GE60	Extends GE60X warranty by one year for products covered under the Local Site Sparing Program (I SSP). Does not include HDR	\$1,370.00	5%	\$1,301.50	N/A
SCI-316-00-19-Extreme-Temp	Extreme temperature power supply -40 to 120°F (-40°C to +50°C) Not for outdoor installation. Unit must reside in a weather proof enclosure or trace. I/A for SI E 100. Two required per link	\$750.00	5%	\$712.50	N/A
SCI-SC-C-connector-converter	SC-C connector conversion kit for 30cm mode cable. Two required per link	\$189.00	5%	\$180.53	N/A
SCI-80GHz-12-AHT	One 1" diameter antenna, quantity of 1, compatible with AR80X, GE60 and FE60X products, two required for full link 80 GHz 1" diameter antenna. Two required per link	\$1,500.00	5%	\$1,425.00	N/A
SCI-80GHz-24-AHT	One 2.4 inch 80GHz antenna, quantity of 1, compatible with AR80X, GE60X and FE60X products, two required for full link	\$3,500.00	5%	\$3,325.00	N/A
SCI-ice-Shield-FE60X-GE60	Ice Shield for 60 GHz radios with integrated 10" antennas (FE60X, GE60, AR60) Two required per link	\$385.00	5%	\$365.75	N/A
SCI-ice-Shield-24"	Ice Shield for AR60X, FE60X, GE60X, AR80X radios with 24" (60cm) external antenna. Two required per link	\$460.00	5%	\$437.00	N/A
SCI-515-00-149-Ethernet-Surge	Part Number 515 00845 10/100Base-T hosted pair Ethernet surge suppressor kit, this is used to protect the data or management connection from power surges and placed in the back of the Bridge-Wave product. Quantity is 1. Recommend you order 1 per radio so normally you order 2 for a full link 10/100Base-T hosted pair Ethernet surge suppressor kit. Not for SI E 100. Two required per link	\$189.00	5%	\$179.55	N/A
SCI-420-00-14-Standard-Power	Indoor power adaptor, Input 100-240VAC 2A 50/60Hz - standard three prong connector, Output 24VDC 2.9A - attached slip fit connector connect to power cable attached to radio (provided by installer) max 70W, product ships with each radio. I/A for SI E 100. Two required per link	\$129.00	5%	\$122.55	N/A
SCI-ice-Shield-for-12" antenna	Ice Shield for FE60X, GE60, AR60 radios with 12" (30cm) external antenna. Two required per link	\$475.00	5%	\$451.25	N/A
SCI-80GHz-antenna-24"	60 GHz 2" (60cm) diameter antenna. Two required per link	\$2,500.00	5%	\$2,375.00	N/A
SCI-Media-converter-Kit	10/100/1000Base-T to 1000Base-SX Media Converter Kit. Two required per link	\$995.00	5%	\$945.25	N/A
SCI-Adaptor-WR-12-to-Circular	Waveguide adaptor, WR 12 to circular. Used for mounting to steel plate. Two required per link	\$30.00	5%	\$28.50	N/A
SCI-Hard-Reset-Box	Hard Reset Box (price is each)	\$25.00	5%	\$23.75	N/A
SCI-Tool-12" Combination Wrench	Tool 9/16" Combination Wrench used for 60 GHz (24") mounts and 80 GHz (12" and 24") radio and mounts (price is each)	\$10.00	5%	\$9.50	N/A
SCI-80GHz-ant-1-to-2	Upgrade 80GHz one 1" antenna to a 2" antenna. Requires the return of the 12" antenna in good working condition. Two req'd per link	\$2,000.00	5%	\$1,900.00	N/A
SCI-Complete-mounting-kit-for-60GHz	Complete mounting kit for one 60 GHz radio utilizing integrated antennas (incl for ext 2" antenna). Two req'd per link	\$390.00	5%	\$370.05	N/A
SCI-Mount-Assemblies-External	Mount Assembly for all RadioVias antennas (2 60GHz, 1 80 GHz, and 2 80GHz antennas). Two required per link	\$765.00	5%	\$726.75	N/A
SCI-AC-Pwr-Cable-110V-US	Splice AC Power Cable, NEMA 5-15P to IEC 60320 C13. N/A for SI E 100. Two required per link	\$29.00	5%	\$27.55	N/A

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SCI-DC Power Plug	Spare 2 prong DC Power Plug N/A for SLE100 Two required per link	\$10.00	5%	\$9.50	N/A
SCI-SLE100 24VDC Power	One AC 100 240V 10-48 VDC power supply specific to SLE100 Two req'd per link	\$199.00	5%	\$189.05	N/A
SCI-AdaptRate 3-12 to Circuit	Waveguide adaptor WR-12 to circular Used for mounting direct to radio unit Two required per link	\$30.00	5%	\$28.50	N/A
SCI-DC Power Connection Set	Connection Set for DC Power includes 2 prong DC plug and 4 slip fit plugs/receptacles N/A for SLE100 Two required per link	\$29.00	5%	\$27.55	N/A
SCI-SLE100 Power over Eth	One Power over Ethernet Injector for SLE100 Two req'd per link	\$95.00	5%	\$90.25	N/A
SCI-24VDC Power Line Suppressor	Surge Suppressor for 24 VDC Power Line N/A for SLE100 Two required per link	\$59.00	5%	\$56.05	N/A
SCI-SCM Connector Conversion Kit	SCM connector conversion kit for Single mode cable Two required per link	\$299.00	5%	\$279.05	N/A
SCI-RSI / Quality Test Cable	RSI / Quality test cable (price is each)	\$59.00	5%	\$56.05	N/A
SCI-Signaling Mirror	Signaling Mirror (price is each)	\$29.00	5%	\$27.55	N/A
SCI-Visual Alignment Tool	Visual alignment tool Threaded insert (price is each)	\$219.00	5%	\$208.05	N/A
SCI-Plastic Back Cover 60 GHz	Plastic Back Cover for 60 GHz Radio (price is each)	\$109.00	5%	\$103.55	N/A
SCI-Plastic Back Cover 80 GHz	Plastic Back Cover for 80 GHz Radio (price is each)	\$109.00	5%	\$103.55	N/A
SCI-Tool 1/2" Combination Wrench	Tool 1/2" Combination Wrench used for 60 GHz (24") radio to antenna bolts (price is each)	\$10.00	5%	\$9.50	N/A
SCI-Accessory Kit for FE600	Accessory Kit for FE600 48V GE80 48V and AR80 48V radios (includes parts for one link) Two req'd per link	\$125.00	5%	\$119.75	N/A
SCI-Accessory Kit for FE600X	Accessory Kit for FE600X, GE80X, and AR80X radios (includes parts for one link) Two req'd per link	\$190.00	5%	\$180.50	N/A
SCI-Shipping container (for one radio) - Specify Radio Type	Shipping container (for one radio) - Specify Radio Type	\$59.00	5%	\$56.05	N/A
SCI-Accessory Kit for FE600	Accessory Kit for FE600 48V GE80 48V and AR80 48V radios (includes parts for one link) Two req'd per link	\$1,030.00	5%	\$978.50	N/A
SCI-Accessory Kit for FE600X	Accessory Kit for FE600X includes parts for one link Two req'd per link	\$515.00	5%	\$489.25	N/A
SCI-SLE100 Sun Shield Assembly	Sun shield assembly for 80 GHz 12" antenna One kit required per link	\$1,195.00	5%	\$1,135.25	N/A
SCI-AR60	Adaptive rate G9e extended range link 1.25 Gbps full duplex extended range link 80GHz U.S. licensed AdaptRate 24" external antennas 1000Base SX (I/C) 10/100 Add Drop Port 1 year warranty	\$32,900.00	5%	\$31,205.00	data:\scripts\Bids\poc\ge AR60 AR60X.pdf
SCI-GE80X	Config E extended range link 1.25Gbps full duplex medium range link 80GHz U.S. licensed 24" external antennas 1000Base SX (I/C) 10/100 Add Drop Port 1 year warranty	\$40,900.00	5%	\$38,855.00	data:\scripts\Bids\poc\ge GE80 GE80X.pdf
SCI-AR80	1.25 Gbps full duplex medium range link 80GHz U.S. licensed AdaptRate 12" external antennas 1000Base SX (I/C) 10/100 Config/Data Port (RJ 45) 1 year warranty 1.25 Gbps full duplex med range link 80GHz U.S. licensed AdaptRate 12" external antennas 1000Base SX (I/C) 10/100 Add Drop Port 1 year warranty	\$35,900.00	5%	\$34,105.00	data:\scripts\Bids\poc\ge AR80 AR80X.pdf
SCI-GE80	1.25 Gbps full duplex medium range link 80GHz U.S. licensed 12" external antennas 1000Base SX (I/C) 10/100 Config/Data Port (RJ 45) 1 year warranty	\$31,900.00	5%	\$30,305.00	data:\scripts\Bids\poc\ge GE80 GE80X.pdf
SCI-AR80 AES	1.25 Gbps full duplex medium range link 80GHz U.S. licensed AdaptRate Adv Encrypt SAW 12" external antennas 1000Base SX (I/C) 10/100 Add Drop Port 1 year warranty 1.25 Gbps full duplex med range link 80GHz U.S. licensed AdaptRate AES Encryption SECURE MGT 12" external antennas 1000Base SX (I/C) 10/100 Add Drop Port 1 year warranty	\$42,600.00	5%	\$40,660.00	data:\scripts\Bids\poc\ge AR80 AR80X.pdf
SCI-AR80X AES	1.25 Gbps full duplex ext range link 80GHz U.S. licensed AdaptRate AES Encryption SECURE MGT 24" external antennas 1000Base SX (I/C) 10/100 Add Drop Port 1 year warranty export restrictions	\$49,800.00	5%	\$47,400.00	data:\scripts\Bids\poc\ge AR80 AR80X.pdf
SCI-FE600	100Mbps full duplex med range link 80GHz U.S. licensed 12" external antennas 1000Base SX (I/C) 10/100 Add Drop Port 1 year warranty upgradeable to AR60 with FE600 AR60 UPG software key	\$26,900.00	5%	\$25,555.00	data:\scripts\Bids\poc\ge FE600 FE600X.pdf
SCI-FE600X	100Mbps full duplex medium range link 80GHz U.S. licensed 24" external antennas 1000Base SX (I/C) 10/100 Add Drop Port 1 year warranty upgradeable to AR80 with FE600 AR80 software key	\$29,900.00	5%	\$28,405.00	data:\scripts\Bids\poc\ge FE600 FE600X.pdf
SCI-80 SPARE SSP	Spare link for AR80 AR80X FE600 FE600X GE80 or GE80X Spare 80 GHz link used to support SSP program Includes four cables and two antennas (includes assembly kits)	\$6,500.00	5%	\$6,175.00	N/A
SCI-BV80	125 Mbps full duplex med range link 80 GHz 12" Ant software upgradeable to 250/500/1000 Mbps 1000Base SX (I/C) 10/100 Config/Data Port (RJ 45) 1 year warranty	\$21,400.00	5%	\$20,330.00	data:\scripts\Bids\poc\ge BV80 BV80X.pdf
SCI-BV80X	125 Mbps full duplex ext range link 80 GHz 24" Ant software upgradeable to 250/500/1000 Mbps 1000Base SX (I/C) 10/100 Config/Data Port (RJ 45) 1 year warranty	\$23,400.00	5%	\$22,180.00	data:\scripts\Bids\poc\ge BV80 BV80X.pdf
SCI-NDR 1	Next Day Replacement 1st Year. Ship a replacement product for next day delivery	\$1,500.00	5%	\$1,425.00	N/A
SCI-GE80 EWNDR 3	Extend GE80 product warranty to second and third years with Next Day Replacement	\$4,975.00	5%	\$4,726.25	N/A
SCI-GE80X EWNDR 3	Extend GE80X Standard warranty to second and third years with Next Day Replacement for first second and third years	\$7,470.00	5%	\$7,096.50	N/A
SCI-AR60 EWNDR 3	AR60 Extended Warranty Extend AR60 product warranty to second and third years with Next Day Replacement. Includes Next Day Replacement for years one and three	\$5,970.00	5%	\$5,676.25	N/A
SCI-AR60X EWNDR 3	AR60X Extended Warranty Extend AR60X product warranty to second and third years with Next Day Replacement. Includes Next Day Replacement for years one and three	\$6,725.00	5%	\$6,388.75	N/A
SCI-AR80X EWI	Extends AR80X product warranty for 12 months. Does not include Next Day Replacement	\$2,152.00	5%	\$2,044.40	N/A
SCI-GE80X EWI	Extends GE80 product warranty for 12 months. Does not include Next Day Replacement	\$1,592.00	5%	\$1,512.40	N/A
SCI-FE600X EWI	Extends FE600 product warranty for 12 months. Does not include Next Day Replacement	\$1,192.00	5%	\$1,132.40	N/A
SCI-GE80 EWNDR 3	GE80 extends Standard warranty to second and third years with next day replacement for first second and third years	\$7,975.00	5%	\$7,576.25	N/A
SCI-AR60 EWNDR 2	Adaptive rate G9e 2 year extended warranty with next day replacement	\$5,385.00	5%	\$5,115.75	N/A
SCI-AR60X EWNDR 3	Adaptive rate extended range G9e 2 year extended warranty with next day replacement	\$5,085.00	5%	\$4,835.75	N/A
SCI-AR80X EWNDR 3	Adaptive rate extended range G9e 3 year extended warranty with next day replacement	\$9,075.00	5%	\$8,476.25	N/A
SCI-GE80X EWNDR 2	GE80 - G9e extends Standard warranty to second year with next day replacement for first and second years	\$4,785.00	5%	\$4,545.75	N/A
SCI-GE80X EWNDR 2	GE80X - extends Standard warranty for second year with next day replacement for first and second years	\$5,535.00	5%	\$5,258.25	N/A
SCI-GE80X EWNDR 3	GE80X - extends Standard warranty to second and third years with next day replacement for first second and third years	\$9,225.00	5%	\$8,762.75	N/A
SCI-AR60 EWNDR 2	AR60 Extended Warranty Extend AR60 product warranty to second and two years with Next Day Replacement. Includes Next Day Replacement for years one and two	\$3,585.00	5%	\$3,409.75	N/A
SCI-AR60X EWNDR 2	AR60X Extended Warranty Extend AR60X product warranty for 2 years with Next Day Replacement. Includes Next Day Replacement for years one and two	\$4,035.00	5%	\$3,832.25	N/A
SCI-GE80 EWNDR 2	Extend GE80 product warranty to second year with Next Day Replacement	\$3,995.00	5%	\$3,805.75	N/A
SCI-GE80X EWNDR 2	Extends GE80X product warranty to second year with Next Day Replacement	\$4,990.00	5%	\$4,741.00	N/A
SCI-AR80 EWI	Extends AR80 product warranty for 12 months. Does not include Next Day Replacement	\$2,972.00	5%	\$2,778.40	N/A
SCI-AR80X EWI	Extends AR80X product warranty for 12 months. Does not include Next Day Replacement	\$3,192.00	5%	\$3,032.40	N/A
SCI-GE80 EWI	Extends GE80 product warranty for 12 months. Does not include Next Day Replacement	\$2,662.00	5%	\$2,424.40	N/A
SCI-FE600 EWNDR 2	Extend FE600 product warranty to second year with Next Day Replacement	\$4,035.00	5%	\$3,832.25	N/A

SCI - FE80X1 E/WDR 3	Extend FE80 product warranty to second and third years with Next Day Replacement	\$6,725.00	5%	\$6,388.75	N/A
SCI - FE80X1 E/WDR 2	Extend FE80 product warranty to second year with Next Day Replacement	\$4,485.00	5%	\$4,260.75	N/A
SCI - FE80X1 E/WDR 3	Extend FE80 product warranty to second and third years with Next Day Replacement	\$7,475.00	5%	\$7,101.25	N/A
SCI - AR60X AES EW1	This is extended warranty option for customers on the AR60X AES product once the 90 day option has passed to order through distribution. One year extended warranty without Next Day Replacement Extends AR60X AES product warranty for 12 months. Does not include Next Day Replacement	\$3,744.00	5%	\$3,556.80	N/A
SCI - AR60X AES EW1	Extends AR60X AES product warranty for 12 months. Does not include Next Day Replacement	\$2,704.00	5%	\$2,568.80	N/A
SCI - AR60X AES EW1	This is extended warranty option for customers on the AR60 AES product once the 90 day option has passed to order through distribution. One Year extended warranty without Next Day Replacement	\$3,421.00	5%	\$3,252.95	N/A
SCI - GE60 E/WDR 5	Extend GE60 product warranty to second, third, fourth and fifth year with Next Day Replacement	\$8,955.00	5%	\$8,507.25	N/A
SCI - FE80X1 E/WDR 5	Extends FE80X1 product warranty to second, third, fourth and fifth years with next day replacement	\$12,105.00	5%	\$11,499.75	N/A
SCI - AR60 E/WDR 5	Extends AR60 product to second, third, fourth and fifth years with next day replacement	\$10,755.00	5%	\$10,211.25	N/A
SCI - AR60X1 E/WDR 5	Extends AR60X1 product warranty to second, third, fourth and fifth years with next day replacement	\$12,105.00	5%	\$11,499.75	N/A
SCI - AR60 E/WDR 5	Extends AR60 product warranty to second, third, fourth and fifth years with next day replacement	\$10,155.00	5%	\$9,747.25	N/A
SCI - AR60X E/WDR 5	Extends AR60X product warranty to second, third, fourth and fifth years with next day replacement	\$17,955.00	5%	\$17,057.25	N/A
SCI - FE80X1 E/WDR 5	Extends FE80X1 product warranty to second, third, fourth and fifth years with next day replacement	\$13,455.00	5%	\$12,782.25	N/A
SCI - GE60 E/WDR 5	Extends GE60 product warranty to second, third, fourth and fifth years with next day replacement	\$14,355.00	5%	\$13,637.25	N/A
SCI - GE60X E/WDR 5	Extends GE60X product warranty to second, third, fourth and fifth years with next day replacement	\$16,605.00	5%	\$15,774.75	N/A
SCI - AR60 AES E/WDR 5	Extends AR60 AES product warranty to second, third, fourth and fifth years with next day replacement	\$13,800.00	5%	\$13,167.00	N/A
SCI - AR60X AES E/WDR 5	Extends AR60X AES product warranty to second, third, fourth and fifth years with next day replacement	\$15,210.00	5%	\$14,449.50	N/A
SCI - AR60 AES E/WDR 3	Extends AR60 AES product warranty to second and third years with next day replacement	\$10,700.00	5%	\$10,165.00	N/A
SCI - AR60X AES E/WDR 5	Extends AR60X AES product warranty to second, third, fourth and fifth years with next day replacement	\$21,000.00	5%	\$20,007.00	N/A
SCI - GE60X E/W1	Extend GE60X product warranty for 12 months. Does not include Next Day Replacement	\$2,952.00	5%	\$2,804.40	N/A
SCI - AR60 AES E/WDR 2	Extend AR60 AES product warranty to second year with next day replacement	\$4,620.00	5%	\$4,389.00	N/A
SCI - AR60 AES E/WDR 3	Extend AR60 AES product warranty to second and third years with next day replacement	\$7,700.00	5%	\$7,315.00	N/A
SCI - AR60X AES E/WDR 2	Extends AR60X AES product warranty to second year with next day replacement	\$6,070.00	5%	\$5,816.50	N/A
SCI - AR60X AES E/WDR 3	Extends AR60X AES product warranty to second and third years with next day replacement	\$8,450.00	5%	\$8,027.50	N/A
SCI - AR60X AES E/WDR 3	Extend AR60X AES product warranty to second year with next day replacement	\$8,420.00	5%	\$8,009.00	N/A
SCI - AR60X AES E/WDR 3	Extends AR60X AES product warranty to second and third years with next day replacement	\$11,700.00	5%	\$11,115.00	N/A
SCI - AR60X AES E/WDR 2	Extends AR60X AES product warranty to second year with next day replacement	\$7,020.00	5%	\$6,669.00	N/A
SCI - FE80X1 E/WDR 2	Extend FE80X1 product warranty to second year with Next Day Replacement	\$2,235.00	5%	\$2,123.25	N/A
SCI - FE80X1 E/WDR 3	Extend FE80X1 product warranty to second and third years with Next Day Replacement	\$3,725.00	5%	\$3,538.75	N/A
SCI - FE80X1 E/WDR 5	Extend FE80X1 product warranty to second, third, fourth and fifth years with Next Day Replacement	\$6,705.00	5%	\$6,369.75	N/A
SCI - AR60 E V1	1.25 GHz, full duplex, mid range link, 60GHz U.S./CAN. lic. free, AdaptRate, 10" integrated antennas, 1000Base SX (1 G) 3070K Add Drop Port, 1 year warranty Extends AR60 product warranty for 12 months. Does not include Next Day Replacement	\$1,912.00	5%	\$1,816.40	datacenter@andromeda.com AR60_A/1000.pdf
SCI - SLE100 E/WDR1	Adds Next Day Replacement to standard one (1) year warranty. System must be covered by warranty to qualify	\$1,000.00	5%	\$950.00	N/A
SCI - SLE100 E/W1	Extends SLE100 product warranty by one year (12 months)	\$800.00	5%	\$760.00	N/A
SCI - SLE100 E/WDR2	Extends SLE100 product warranty by two year (24 months)	\$1,499.25	5%	\$1,424.29	N/A
SCI - AR60 AES E/WDR 5	Extends AR60 AES product warranty to second, third, fourth and fifth years with next day replacement	\$19,260.00	5%	\$18,297.00	N/A
SCI - AR60 AES EW1	Extends AR60 AES product warranty for 12 months. Does not include Next Day Replacement	\$2,464.00	5%	\$2,340.80	N/A
SCI - AR60 E/WDR 3	Extends AR60 product warranty to second and third years with Next Day Replacement	\$8,975.00	5%	\$8,528.25	N/A
SCI - FE80X1 E/W1	Extends FE80X1 product warranty for 12 months. Does not include Next Day Replacement	\$2,152.00	5%	\$2,044.40	N/A
SCI - FE80X1 E/W1	Extends FE80X1 product warranty for 12 months. Does not include Next Day Replacement	\$2,392.00	5%	\$2,272.40	N/A
SCI - SLE100 E/WDR2	SLE100 Extends warranty one year with two years Next Day Replacement for 24 months of total coverage	\$1,499.00	5%	\$1,424.05	N/A
SCI - SLE100 E/WDR3	SLE100 Extends warranty two years with three years Next Day Replacement for 36 months of total coverage	\$2,489.00	5%	\$2,374.05	N/A
SCI - SLE100 E/WDR5	SLE100 Extends warranty four years with five years Next Day Replacement for 60 months of total coverage	\$4,998.00	5%	\$4,748.10	N/A
SCI - FE80X1 E/WDR 2	10" handle and Fee	\$500.00	5%	\$475.00	N/A
Diagnostic Fee - supplied	Diagnostic evaluation. Fee will be credited towards repair price if repair is purchased				
Repair fee for all non-AES products	Repair fee for all non-AES products	\$1,650.00	5%	\$1,567.50	N/A
Repair fee for all AES products	Repair fee for all AES products	\$4,505.00	5%	\$4,280.25	N/A
Out of warranty trade in price on classic and 2 products	Out of warranty trade in price for classic and 2 version systems. Price is for radios only (no antennas) and includes two years of Extended Warranty, with Next Day Replacement (E/WDR 2). Customer must return old equipment and be received by Monday before replacement units are shipped. Customer responsible for all shipment charges	\$5,995.00	5%	\$5,695.25	N/A
Expediting Repair	Premium for expediting the repair of customer returned radio. Does not include repair charges above. Radio will be repaired and shipped back to the customer within 10 days of receipt (standard turn around time is 30 days). Does not include shipping charges	\$8,995.00	5%	\$8,545.25	N/A
SCI - AR60 E/WDR 1	Renewal of AR60 extended warranty for one year with next day replacement, upon expiration of existing standard warranty of existing E/WDR 1 service	\$3,412.00	5%	\$3,241.40	N/A
SCI - AR60 E/WDR 5	Renewal of AR60 extended warranty for five years with next day replacement, upon expiration of existing standard warranty of existing E/WDR 1 service	\$12,067.00	5%	\$11,463.65	N/A
SCI - AR60 E/WDR 2	Renewal of AR60 extended warranty for two years with next day replacement, upon expiration of existing standard warranty of existing E/WDR 1 service	\$5,497.00	5%	\$5,222.15	N/A
SCI - AR60 E/WDR 3	Renewal of AR60 extended warranty for three years with next day replacement, upon expiration of existing standard warranty of existing E/WDR 1 service	\$7,887.00	5%	\$7,492.65	N/A
SCI - AR60 AES E/WDR 1	Renewal of AR60 AES extended warranty for one year with next day replacement, upon expiration of existing standard warranty of existing E/WDR 1 service	\$3,964.00	5%	\$3,765.80	N/A
SCI - AR60 AES E/WDR 2	Renewal of AR60 AES extended warranty for two years with next day replacement, upon expiration of existing standard warranty of existing E/WDR 1 service	\$7,889.00	5%	\$7,492.65	N/A
SCI - AR60 AES E/WDR 3	Renewal of AR60 AES extended warranty for three years with next day replacement, upon expiration of existing standard warranty of existing E/WDR 1 service	\$10,164.00	5%	\$9,655.80	N/A
SCI - AR60X AES E/WDR 1	Renewal of AR60X AES extended warranty for one year with next day replacement, upon expiration of existing standard warranty of existing E/WDR 1 service	\$4,204.00	5%	\$3,993.80	N/A
SCI - AR60X AES E/WDR 3	Renewal of AR60X AES extended warranty for three years with next day replacement, upon expiration of existing standard warranty of existing E/WDR 1 service	\$11,194.00	5%	\$10,530.30	N/A
SCI - AR60 AES E/WDR 5	Renewal of AR60 AES extended warranty for five years with next day replacement, upon expiration of existing standard warranty of existing E/WDR 1 service	\$16,324.00	5%	\$15,507.80	N/A
SCI - AR60X E/WDR 1	Renewal of AR60X extended warranty for one year with next day replacement, upon expiration of existing standard warranty of existing E/WDR 1 service	\$3,852.00	5%	\$3,659.40	N/A
SCI - AR60X E/WDR 2	Renewal of AR60X extended warranty for two years with next day replacement, upon expiration of existing standard warranty of existing E/WDR 1 service	\$6,187.00	5%	\$5,877.65	N/A
SCI - AR60 AES E/WDR 2	Renewal of AR60 AES extended warranty for two years with next day replacement, upon expiration of existing standard warranty of existing E/WDR 1 service	\$9,814.00	5%	\$9,351.80	N/A

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SCI - AR60X-REWVDR-3	Renewal of AR60X extended warranty for three years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$13,167.00	5%	\$12,508.65	1/A
SCI - AR60X-REWVDR-3	Renewal of AR60X extended warranty for three years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$8,977.00	5%	\$8,433.15	1/A
SCI - AR60X-REWVDR-5	Renewal of AR60X extended warranty for five years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$14,257.00	5%	\$13,544.15	1/A
SCI - AR60X-AES-REWVDR-2	Renewal of AR60X-AES extended warranty for two years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$7,773.00	5%	\$7,385.30	1/A
SCI - AR60X-AES-REWVDR-2	Renewal of AR60X extended warranty for two years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$9,177.00	5%	\$8,716.15	1/A
SCI - AR60X-AES-REWVDR-5	Renewal of AR60X-AES extended warranty for five years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$17,914.00	5%	\$17,018.30	1/A
SCI - AR60-REWVDR-2	Renewal of AR60 extended warranty for two years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$8,257.00	5%	\$7,844.15	1/A
SCI - AR60-AES-REWVDR-1	Renewal of AR60-AES extended warranty for one year with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$4,924.00	5%	\$4,677.80	1/A
SCI - AR60-REWVDR-1	Renewal of AR60 extended warranty for one year with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$4,372.00	5%	\$4,153.40	1/A
1 - AR60X-REWVDR-5	Renewal of AR60X extended warranty for five years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$21,147.00	5%	\$20,089.65	1/A
1 - AR60-REWVDR-3	Renewal of AR60 extended warranty for three years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$11,847.00	5%	\$11,254.65	1/A
SCI - AR60-AES-REWVDR-3	Renewal of AR60-AES extended warranty for three years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$14,124.00	5%	\$13,317.80	1/A
SCI - AR60-REWVDR-5	Renewal of AR60 extended warranty for five years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$19,027.00	5%	\$18,075.65	1/A
SCI - AR60-AES-REWVDR-5	Renewal of AR60-AES extended warranty for five years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$22,981.00	5%	\$21,839.80	1/A
SCI - AR60X-1EWVDR-1	Renewal of AR60X extended warranty for one year with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$4,052.00	5%	\$3,857.40	1/A
SCI - AR60X-AES-REWVDR-1	Renewal of AR60X-AES extended warranty for one year with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$5,244.00	5%	\$4,981.80	1/A
SCI - AR60X-AES-REWVDR-2	Renewal of AR60X-AES extended warranty for two years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$10,764.00	5%	\$10,225.80	1/A
SCI - GE60-REWVDR-5	Renewal of GE60 extended warranty for five years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$10,547.00	5%	\$10,019.65	1/A
SCI - FE60U-1EWVDR-1	Renewal of FE60U extended warranty for one year with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$2,692.00	5%	\$2,557.40	1/A
SCI - FE60U-1EWVDR-3	Renewal of FE60U extended warranty for three years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$4,917.00	5%	\$4,671.15	1/A
SCI - AR60X-AES-REWVDR-3	Renewal of AR60X-AES extended warranty for three years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$15,443.00	5%	\$14,671.80	1/A
SCI - AR60X-AES-REWVDR-5	Renewal of AR60X-AES extended warranty for five years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$24,804.00	5%	\$23,563.80	1/A
SCI - GE60-REWVDR-1	Renewal of GE60 extended warranty for one year with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$4,052.00	5%	\$3,849.40	1/A
SCI - GE60X-REWVDR-1	Renewal of GE60X extended warranty for one year with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$1,392.00	5%	\$1,229.40	1/A
SCI - GE60X-REWVDR-2	Renewal of GE60X extended warranty for two years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$9,487.00	5%	\$8,952.65	1/A
SCI - FE60U-1EWVDR-2	Renewal of FE60U extended warranty for two years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$3,427.00	5%	\$3,255.65	1/A
SCI - GE60-REWVDR-1	Renewal of GE60 extended warranty for one year with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$3,092.00	5%	\$2,937.40	1/A
1 - GE60-REWVDR-2	Renewal of GE60 extended warranty for two years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$4,577.00	5%	\$4,348.15	1/A
SCI - GE60-REWVDR-3	Renewal of GE60 extended warranty for three years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$6,567.00	5%	\$6,238.65	1/A
SCI - FE60U-1EWVDR-2	Renewal of FE60U extended warranty for two years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$6,197.00	5%	\$5,877.65	1/A
SCI - FE60U-1EWVDR-3	Renewal of FE60U extended warranty for three years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$8,877.00	5%	\$8,433.15	1/A
SCI - FE60U-1EWVDR-5	Renewal of FE60U extended warranty for five years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$14,257.00	5%	\$13,544.15	1/A
SCI - GE60-REWVDR-2	Renewal of GE60 extended warranty for two years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$7,337.00	5%	\$6,970.15	1/A
SCI - GE60-REWVDR-3	Renewal of GE60 extended warranty for three years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$10,527.00	5%	\$10,000.65	1/A
SCI - GE60-REWVDR-5	Renewal of GE60 extended warranty for five years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$16,907.00	5%	\$16,051.65	1/A
SCI - GE60X-REWVDR-3	Renewal of GE60X extended warranty for three years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$12,177.00	5%	\$11,598.15	1/A
SCI - GE60X-REWVDR-5	Renewal of GE60X extended warranty for five years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$19,557.00	5%	\$18,579.15	1/A
SCI - SI E100-REWVDR-1	Renewal of SI E100 extended warranty for one year with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$1,800.00	5%	\$1,710.00	1/A
SCI - FE60U-REWVDR-5	Renewal of FE60U extended warranty for five years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$7,897.00	5%	\$7,502.15	1/A
SCI - FE60U-REWVDR-1	Renewal of FE60U extended warranty for one year with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$3,652.00	5%	\$3,469.40	1/A
SCI - FE60X-1EWVDR-3	Renewal of FE60X-1 extended warranty for three years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$9,867.00	5%	\$9,373.05	1/A
SCI - SI E100-REWVDR-2	Renewal of SI E100 extended warranty for two years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$2,299.00	5%	\$2,184.05	1/A
SCI - SI E100-REWVDR-3	Renewal of SI E100 extended warranty for three years with next day replacement, upon expiration of existing standard warranty of existing EWVDR x service	\$3,299.00	5%	\$3,134.05	1/A

SCI - FE80XU REWNRD 1	Renewal of FE80XU extended warranty for one year with next day replacement upon expiration of existing standard warranty of existing EWNRD x service	\$3,692.00	5%	\$3,692.40	1/A
SCI - FE80XU REWNRD 2	Renewal of FE80XU extended warranty for two years with next day replacement upon expiration of existing standard warranty of existing EWNRD x service	\$6,877.00	5%	\$6,533.15	1/A
SCI - FE80XU REWNRD 5	Renewal of FE80XU extended warranty for five years with next day replacement upon expiration of existing standard warranty of existing EWNRD x service	\$15,847.00	5%	\$15,054.05	1/A
SCI - SE100 REWNRD 5	Renewal of SE100 extended warranty for five years with next day replacement upon expiration of existing standard warranty of existing EWNRD x service	\$5,298.00	5%	\$5,033.10	1/A
SCI - FE60X E W1	This is extended warranty option for customers on the FE60X product once the 90 day option has passed to order through distribution. One Year extended warranty without Next Day Replacement Extends FE60X product warranty for 12 months. Does not include Next Day Replacement	\$1,512.00	5%	\$1,426.40	1/A
SCI - GE60X E W1	This is extended warranty option for customers on the GE60X product once the 90 day option has passed to order through distribution. One Year extended warranty without Next Day Replacement Extends GE60X product warranty for 12 months. Does not include Next Day Replacement	\$1,892.00	5%	\$1,692.40	1/A
SCI - FE60X F EWNRD 3	Renewal of FE60X extended warranty for three years with next day replacement upon expiration of existing standard warranty of existing EWNRD x service	\$6,237.00	5%	\$5,925.15	1/A
SCI - FE60X F EWNRD 5	Renewal of FE60X extended warranty for five years with next day replacement upon expiration of existing standard warranty of existing EWNRD x service	\$10,017.00	5%	\$9,516.15	1/A
1 - FE60X F EWNRD 1	Renewal of FE60X extended warranty for one year with next day replacement upon expiration of existing standard warranty of existing EWNRD x service	\$2,012.00	5%	\$1,861.40	1/A
1 - FE60X F EWNRD 2	Renewal of FE60X extended warranty for two years with next day replacement upon expiration of existing standard warranty of existing EWNRD x service	\$3,317.00	5%	\$3,129.05	1/A
SCI - GE60X E EWNRD 1	Renewal of GE60X extended warranty for one year with next day replacement upon expiration of existing standard warranty of existing EWNRD x service	\$3,492.00	5%	\$3,317.40	1/A
SCI - GE60X E EWNRD 2	Renewal of GE60X extended warranty for two years with next day replacement upon expiration of existing standard warranty of existing EWNRD x service	\$5,727.00	5%	\$5,440.65	1/A
SCI - GE60X E EWNRD 3	Renewal of GE60X extended warranty for three years with next day replacement upon expiration of existing standard warranty of existing EWNRD x service	\$8,217.00	5%	\$7,806.15	1/A
SCI - GE60X E EWNRD 5	Renewal of GE60X extended warranty for five years with next day replacement upon expiration of existing standard warranty of existing EWNRD x service	\$13,197.00	5%	\$12,537.15	1/A
SCI - TTS CL1	BridgeWave Top Tier Support for Class 1 (CL1) installed base of one to fifteen links	\$12,609.00	5%	\$11,970.00	1/A
SCI - TTS CL2	BridgeWave Top Tier Support for Class 2 (CL2) installed base of sixteen to thirty links	\$25,709.00	5%	\$24,415.00	1/A
SCI - TTS CL3	BridgeWave Top Tier Support for Class 3 (CL3) installed base of thirty one or greater links	\$37,209.00	5%	\$35,340.00	1/A
SCI - UP3 TTS CL1toCL3	Upgrade of BridgeWave Top Tier Support from Class 1 (CL1) to Class 3 (CL3)	\$24,609.00	5%	\$23,370.00	1/A
SCI - UP3 TTS CL1toCL2	Upgrade of BridgeWave Top Tier Support from Class 1 (CL1) to Class 2 (CL2)	\$13,109.00	5%	\$12,445.00	1/A
SCI - UP3 TTS CL1toCL1.5	Upgrade of BridgeWave Top Tier Support from Class 1 (CL1) to Class 1.5 (CL1.5)	\$24,609.00	5%	\$23,370.00	1/A
SCI - BW80X EW1	Extends BW80X product warranty for one year. Does not include Next Day Replacement	\$1,952.00	5%	\$1,854.40	1/A
SCI - BW80X EWNRD 2	Extends BW80 product warranty to second year and includes Next Day Replacement	\$3,210.00	5%	\$3,049.50	1/A
SCI - BW80 E W1	Extends BW80 product warranty for one year. Does not include Next Day Replacement	\$1,712.00	5%	\$1,626.40	1/A
SCI - BW80X EWNRD 3	Extends BW80X product warranty to second year and includes Next Day Replacement	\$3,660.00	5%	\$3,477.00	1/A
SCI - BW80X REWNRD 5	Renewal of BW80X extended warranty for five years with Next Day Replacement upon expiry of standard warranty or EWNRD services	\$12,932.00	5%	\$12,285.40	1/A
SCI - BW80X EWNRD 3	Extends BW80X product warranty to second and third years and includes Next Day Replacement	\$6,100.00	5%	\$5,795.00	1/A
SCI - BW80 EWNRD 3	Extends BW80 product warranty to second and third years and includes Next Day Replacement	\$5,350.00	5%	\$5,082.50	1/A
SCI - BW80 EWNRD 5	Extends BW80 product warranty to second, third, fourth and fifth years and includes Next Day Replacement	\$6,630.00	5%	\$6,148.50	1/A
SCI - BW80X EWNRD 5	Extends BW80X product warranty to second, third, fourth and fifth years and includes Next Day Replacement	\$10,980.00	5%	\$10,331.00	1/A
SCI - BW80 F EWNRD 2	Renewal of BW80 extended warranty for two years with Next Day Replacement upon expiry of standard warranty or EWNRD services	\$4,922.00	5%	\$4,675.00	1/A
SCI - BW80X REWNRD 2	Renewal of BW80X extended warranty for two years with Next Day Replacement upon expiry of standard warranty or EWNRD services	\$5,612.00	5%	\$5,331.40	1/A
SCI - BW80X REWNRD 1	Renewal of BW80X extended warranty for one year with Next Day Replacement upon expiry of standard warranty or EWNRD services	\$3,452.00	5%	\$3,279.40	1/A
SCI - BW80 F EWNRD 1	Renewal of BW80 extended warranty for one year with Next Day Replacement upon expiry of standard warranty or EWNRD services	\$2,212.00	5%	\$2,051.40	1/A
1 - BW80X REWNRD 3	Renewal of BW80X extended warranty for three years with Next Day Replacement upon expiry of standard warranty or EWNRD services	\$8,052.00	5%	\$7,649.40	1/A
SCI - BW80 E EWNRD 3	Renewal of BW80 extended warranty for three years with Next Day Replacement upon expiry of standard warranty or EWNRD services	\$7,062.00	5%	\$6,706.90	1/A
SCI - BW80 F EWNRD 5	Renewal of BW80 extended warranty for five years with Next Day Replacement upon expiry of standard warranty or EWNRD services	\$11,942.00	5%	\$11,374.90	1/A
SCI - GE80X AES REWNRD1	GE80X-AES warranty and next day replacement renewal for one year	\$2,004.00	5%	\$1,923.80	1/A
	Meru Networks				
	WiFi N Access Points				
SCI - AP301	Single radio 802.11n capable Access Point with 1 a/b/g radio. Includes 3 Dual Band 802.11 a/b/g/n Omnidirectional Antennas - 2.4 GHz (2 dB) and 5 GHz (3 dB). a/b/g radio is software upgradeable to a/b/g/n at an additional price. Includes mounting bracket and screws. (RP SMA Female connector for external antenna attachment.)	\$799.00	10%	\$715.50	dataheads\Meru AP300 Access Point.pdf
SCI - AP302	Dual radio 802.11n capable Access Point with 2 a/b/g radios. Includes 6 Dual Band 802.11 a/b/g/n Omnidirectional Antennas - 2.4 GHz (2 dB) and 5 GHz (3 dB). a/b/g radios are software upgradeable to a/b/g/n at an additional price. Includes mounting bracket and screws. (RP SMA Female connector for external antenna attachment.)	\$995.00	10%	\$895.50	dataheads\Meru AP300 Access Point.pdf
SCI - AP302 TAA	Dual radio 802.11n capable Access Point with 2 a/b/g radios. TAA Compliant. Includes 6 Dual Band 802.11 a/b/g/n Omnidirectional Antennas - 2.4 GHz (2 dB) and 5 GHz (3 dB). a/b/g radios are software upgradeable to a/b/g/n at an additional price. Includes mounting bracket and screws. (RP SMA Female connector for external antenna attachment.)	\$1,115.00	10%	\$1,003.50	dataheads\Meru AP300 Access Point.pdf
SCI - AP310	Single radio 802.11a/b/g/n Access Point includes 3 Dual Band 802.11 a/b/g/n Omnidirectional Antennas - 2.4 GHz (2 dB) and 5 GHz (3 dB). Includes mounting bracket and screws. (RP SMA Female connector for external antenna attachment.)	\$1,195.00	10%	\$1,075.50	dataheads\Meru AP300 Access Point.pdf
SCI - AP311	Dual radio 802.11n Access Point with 1 a/b/g radio and 1 a/b/g/n radio. Includes 6 Dual Band 802.11 a/b/g/n Omnidirectional Antennas - 2.4 GHz (2 dB) and 5 GHz (3 dB). a/b/g radio is software upgradeable to a/b/g/n at an additional price. Includes mounting bracket and screws. (RP SMA Female connector for external antenna attachment.)	\$1,295.00	10%	\$1,165.50	dataheads\Meru AP300 Access Point.pdf
SCI - AP311 TAA	Dual radio 802.11n Access Point with 1 a/b/g radio and 1 a/b/g/n radio. TAA Compliant. Includes 6 Dual Band 802.11 a/b/g/n Omnidirectional Antennas - 2.4 GHz (2 dB) and 5 GHz (3 dB). a/b/g radio is software upgradeable to a/b/g/n at an additional price. Includes mounting bracket and screws. (RP SMA Female connector for external antenna attachment.)	\$1,405.00	10%	\$1,265.50	dataheads\Meru AP300 Access Point.pdf
SCI - AP320	Dual radio 802.11a/b/g/n Access Point includes 6 Dual Band 802.11 a/b/g/n Omnidirectional Antennas - 2.4 GHz (2 dB) and 5 GHz (3 dB). Includes mounting bracket and screws. (RP SMA Female connector for external antenna attachment.)	\$1,495.00	10%	\$1,345.50	dataheads\Meru AP300 Access Point.pdf

H-GAC CW10-09
 Scientel Wireless
 Tab2 - Product Service Offerings

SCI - AP320-T-A	Dual radio 802.11a/b/g/n Access Point TAA compliant Includes 6 Dual Band 802.11a/b/g/n Omnidirectional Antennas - 2.4 GHz (2 dBi) and 5 GHz (3 dBi) Includes mounting bracket and screws (RP SMA Female connector for external antenna attachment)	\$1,725.00	10%	\$1,552.50	datasheets/Mem AP300 Access Point.pdf
SCI - AP300-L-PS	Enables 802.11n speeds on AP311 and AP302. Software only license, applicable on a per radio basis. Purchase 2 for each AP302 and 1 for each AP311	\$205.00	10%	\$205.50	datasheets/Mem AP300 Access Point.pdf
SCI - AP201	Single Radio 802.11a/b/g Access Point with 2 Dual Band 802.11a/b/g Omnidirectional Antennas - 2.4 GHz (2 dBi) and 5 GHz (3 dBi) Software configurable to 802.11a/b/g. Includes mounting bracket and screws (RP SMA Female connector for external antenna attachment) Note: Pileup rated when plastic cover is removed	\$595.00	10%	\$535.50	datasheets/Mem AP200 Access Point.pdf
SCI - AP208	Dual Radio 802.11a/b/g Access Point with 2 Dual Band 802.11a/b/g Omnidirectional Antennas - 2.4 GHz (2 dBi) and 5 GHz (5 dBi) Each radio is software configurable to 802.11a/b/g. Includes mounting bracket and screws (RP SMA Female connector for external antenna attachment) Note: Pileup rated when plastic cover is removed	\$795.00	10%	\$715.50	datasheets/Mem AP200 Access Point.pdf
SCI - OAP180	Dual Radio 802.11a and b/g Rugged Access Point for use in harsh environments. Indoors or outdoors. 11n is software configurable to 802.11a and b/g and includes 11 Type Female connectors for external antennas. (Includes AP hardware, pile and wall mounting kit, power injector, 1000 PoE Ethernet cable with special adaptor. Antennas sold separately)	\$1,795.00	10%	\$1,615.50	datasheets/Mem OAP180 Access Point.pdf
SCI - OAP180-ANT-1	OAP180 rugged Access Point kit with 1 802.11b/g antenna and 1 802.11a antenna. 802.11b/g antenna is ACC ANT B5080 (dBi: 802.11a antenna is ACC ANT A5080 (dBi: 1	\$1,945.00	10%	\$1,750.50	N/A
SCI - OAP180-ANT-2	OAP180 rugged Access Point kit with 1 802.11b/g antenna and 1 802.11a antenna. 802.11b/g antenna is ACC ANT B5080 (dBi: 802.11a antenna is ACC ANT A5080 (dBi: 2	\$1,945.00	10%	\$1,750.50	N/A
SCI - OAP180-TA	OAP180 rugged Access Point outdoor kit. Includes one each of OAP180 AP and ACC-1A lightning arrestor / surge protector. Antennas sold separately	\$1,995.00	10%	\$1,795.50	datasheets/Mem OAP180 Access Point.pdf
SCI - AP150	Dual Radio 802.11a/b/g Access Point with 2 Dual Band 802.11a/b/g Omnidirectional Antennas - 2.4 GHz (2 dBi) and 5 GHz (3 dBi) Operation is software configurable to 802.11a/b/g (RP SMA Female connector for external antenna attachment)	\$495.00	10%	\$445.50	
SCI - AP150-EB	Workgroup Bridge Dual Radio 802.11a/b/g Workgroup Bridge with 1a radio and 1b/g radio. Includes 2 Dual Band 802.11a/b/g Omnidirectional Antennas - 2.4 GHz (2 dBi) and 5 GHz (3 dBi) RP SMA Female connector for external antenna attachment. Includes Mounting brackets and screws. Standalone operation, no controller needed	\$495.00	10%	\$445.50	datasheets/Mem AP150 Access Point.pdf
SCI - MC505-xx	Standalone Controllers Wireless gateway/controller for (1-5 AP's) Includes embedded System Director software for Air Traffic Control, element management system, wireless security, rogue AP detection	\$1,795.00	10%	\$1,615.50	datasheets/Mem MC500 - MC3000 Controller.pdf
SCI - MC1015-xx	Wireless gateway/controller for (1-15 AP's) Includes embedded System Director software for Air Traffic Control, element management system, wireless security, rogue AP detection	\$6,195.00	10%	\$5,575.50	datasheets/Mem MC500 - MC3000 Controller.pdf
SCI - MC1030-xx	Wireless gateway/controller for (1-30 AP's) Includes embedded System Director software for Air Traffic Control, element management system, wireless security, rogue AP detection	\$8,995.00	10%	\$8,095.50	datasheets/Mem MC500 - MC3000 Controller.pdf
SCI - MC1000-SD-5AP	MC1000 Software Upgrade License for 5 AP's. Increases number of supported AP's by 5. (To be used with MC1000 controllers licensed for less than 15 AP's ONLY) Note: For redundant configurations, one license required for each controller. Corresponding Support SKU must be ordered for future SW upgrades and patches	\$2,000.00	5%	\$1,900.00	N/A
SCI - MC1000-SD-10AP	MC1000 Software Upgrade License for 10 AP's. Increases number of supported AP's by 10. (To be used with MC1000 controllers licensed for less than 15 AP's ONLY) Note: For redundant configurations, one license required for each controller. Corresponding Support SKU must be ordered for future SW upgrades and patches	\$4,000.00	5%	\$3,800.00	N/A
SCI - MC1000-SD-15AP	MC1000 Software Upgrade License for 15 AP's. Increases number of supported AP's by 15 Note: For redundant configurations, one license required for each controller. Corresponding Support SKU must be ordered for future SW upgrades and patches	\$6,000.00	5%	\$5,700.00	N/A
SCI - MC3025-xx	Wireless gateway/controller for (1-25 AP's) Includes embedded System Director software for Air Traffic Control, element management system, wireless security, rogue AP detection. May be upgraded to support up to 150 AP's using MC3000-SD-25AP	\$5,995.00	5%	\$5,695.25	N/A
SCI - MC3050-xx	Wireless gateway/controller for (1-50 AP's) Includes embedded System Director software for Air Traffic Control, element management system, wireless security, rogue AP detection. May be upgraded to support up to 150 AP's using MC3000-SD-25AP	\$10,995.00	10%	\$9,895.50	datasheets/Mem MC500 - MC3000 Controller.pdf
SCI - MC3075-xx	Wireless gateway/controller for (1-75 AP's) Includes embedded System Director software for Air Traffic Control, element management system, wireless security, rogue AP detection. May be upgraded to support up to 150 AP's using MC3000-SD-25AP	\$16,995.00	10%	\$15,295.50	N/A
SCI - MC3100-xx	Wireless gateway/controller for (1-100 AP's) Includes embedded System Director software for Air Traffic Control, element management system, wireless security, rogue AP detection. May be upgraded to support up to 150 AP's using MC3000-SD-25AP	\$22,995.00	10%	\$20,695.50	N/A
SCI - MC3150-xx	Wireless gateway/controller for (1-150 AP's) Includes embedded System Director software for Air Traffic Control, element management system, wireless security, rogue AP detection	\$28,995.00	10%	\$26,095.50	N/A
SCI - MC3000-SD-20AP	MC3000 Software Upgrade License for 20 AP's. Increases number of supported AP's by 20. (To be used with MC3000 controllers licensed for less than 25 AP's ONLY) Note: For redundant configurations, one license required for each controller. Corresponding Support SKU must be ordered for future SW upgrades and patches	\$5,300.00	5%	\$5,035.00	N/A
SCI - MC3000-SD-25AP	MC3000 Software Upgrade License for 25 AP's. Increases number of supported AP's by 25 Note: For redundant configurations, one license required for each controller. Corresponding Support SKU must be ordered for future SW upgrades and patches	\$7,200.00	5%	\$6,840.00	N/A
SCI - MC4100	Wireless Controller with support for up to 100 AP's. Platform can be upgraded to support up to 300 AP's. Maximum throughput of 4 Mbps, and includes System Director software (license 3 or higher) with Air Traffic Control, element management system, wireless security, rogue AP detection. Supports 11n Wireless Controller Redundancy	\$8,995.00	5%	\$8,545.25	N/A
SCI - MC4100-SD-25AP	MC4100 Software Upgrade License for 25 AP's. Increases number of supported AP's by 25. (MC4100 supports up to 300 AP's) Note: For redundant configurations, one license required for each controller. Corresponding Support SKU must be ordered for future SW upgrades and patches	\$29,995.00	10%	\$26,995.50	datasheets/Mem MC4100 Controller.pdf
SCI - MC4100-SD-50AP	MC4100 Software Upgrade License for 50 AP's. Increases number of supported AP's by 50. (MC4100 supports up to 300 AP's) Note: For redundant configurations, one license required for each controller. Corresponding Support SKU must be ordered for future SW upgrades and patches	\$2,900.00	5%	\$2,755.00	N/A
SCI - MC4100-SD-100AP	MC4100 Software Upgrade License for 100 AP's. Increases number of supported AP's by 100. (MC4100 supports up to 300 AP's) Note: For redundant configurations, one license required for each controller. Corresponding Support SKU must be ordered for future SW upgrades and patches	\$5,000.00	5%	\$4,750.00	N/A

SCI - MC4100-3D-100AP	MC4100 Software Upgrade License for 100 AP's. Increases number of supported AP's by 100 (MC4100 supports up to 300 AP's) <i>Note: For redundant configurations, one license required for each controller. Corresponding Support SKU must be ordered for future SW upgrades and patches</i>	\$10,000.00	5%	\$9,500.00	N/A
SCI - MCSK H-xx	MC5000 Chassis, Controller Blades & Spares High Availability MC5000 Chassis (6RU, 5 slot) w/ two fan trays, two shelf manager modules, and two power supply modules (AC 100-240V Auto). Single power supply module can support a fully loaded chassis with two fan trays, two shelf manager modules, and five controller blades. Fan trays, shelf manager modules, and controller blades are hot swappable.	\$32,995.00	10%	\$29,695.50	datasheets/Meru MC5000 Controller.pdf
SCI - MCSK E-xx	Base MC5000 chassis (6RU, 5 slot) w/ two fan trays, one shelf manager module, and one power supply module (AC 100-240V Auto). Single power supply module can support a fully loaded chassis with two fan trays, two shelf manager modules, and five controller blades. Fan trays, shelf manager modules, and controller blades are hot swappable.	\$24,995.00	10%	\$22,495.50	datasheets/Meru MC5000 Controller.pdf
SCI - MCSK B-K1C4	Wireless Controller blade for MC5000 chassis w/ 4 port Copper GbE module. Supports up to 200 AP's and includes System Director software (release 3.4 or higher) with Air Traffic Control, element management system, wireless security, rogue AP detection. Supports 11+ Wireless Controller Redundancy with a redundant blade in any chassis.	\$20,995.00	10%	\$18,895.50	datasheets/Meru MC5000 Controller.pdf
SCI - MCSK B-K1F2	Wireless Controller blade for MC5000 chassis w/ 2 port Fiber SFP GbE module. Supports up to 200 AP's and includes System Director software (release 3.4 or higher) with Air Traffic Control, element management system, wireless security, rogue AP detection. Supports 11+ Wireless Controller Redundancy with a redundant blade in any chassis.	\$20,995.00	10%	\$18,895.50	datasheets/Meru MC5000 Controller.pdf
SCI - MCSK B-K1A4	Wireless Controller blade for MC5000 chassis w/ 4 port SFP GbE acceleration module. Works with standard SFP transceivers (not included). Supports up to 300 AP's, up to 4 Gbps Throughput, and includes System Director software (release 3.6 or higher) with Air Traffic Control, element management system, wireless security, rogue AP detection. Supports 11+ Wireless Controller Redundancy with a redundant blade in any chassis.	\$29,995.00	10%	\$26,995.50	datasheets/Meru MC5000 Controller.pdf
SCI - MCSK A-15010	IX31E Supports SX and LX SFP modules for GbE Fiber connectivity and IX SFP modules for GbE Copper connectivity. Acceleration module for the Wireless Controller blade for MC5000 chassis w/ 4 port SFP GbE. Supports up to 300 AP's and 4 Gbps throughput. Work's with standard SFP transceivers (not included). Replace the AMU module in Wireless Controller Blade for MC5000 chassis with the acceleration module.	\$54,995.00	10%	\$49,495.50	datasheets/Meru MC5000 Controller.pdf
SCI - MCSK P-	IX31E Supports SX and LX SFP modules for GbE Fiber connectivity and IX SFP modules for GbE Copper connectivity	\$14,995.00	10%	\$13,495.50	N/A
SCI - MCSK S-PM	Power supply module for MC5000 chassis	\$3,495.00	5%	\$3,320.25	N/A
SCI - MCSK S-IM	Chassis shelf manager module for MC5000 chassis	\$8,495.00	5%	\$8,070.25	N/A
SCI - SG1000	Meru Security Gateway Security Gateway with support for FIPS 140-2 compliant 802.11i security with AES-CCMP encryption. Implements FIPS compliant cryptographic module and role-based access controls. Supports the mix of FIPS and non-FIPS compliant clients lowering the costs and speeding up deployment. Requires and user devices to use Juniper Networks' Odyssey Access Client operating in FIPS Edition mode. Maximum throughput of 2 Gbps. Interoperates with Meru Wireless Controllers and Access Points running System Director. Supports up to a maximum of 3000 users (based on the number of licensed users - must be ordered with a User License).	\$19,995.00	5%	\$18,995.25	datasheets/SG-1000-DataSheet.pdf
SCI - SG1000 U50	Meru Security Gateway SG1000 Software License for 50 users. Increases number of supported users by 50 (SG1000 supports up to 3000 users).	\$4,000.00	5%	\$3,800.00	N/A
SCI - SG1000 U100	Meru Security Gateway SG1000 Software License for 100 users. Increases number of supported users by 100 (SG1000 supports up to 3000 users).	\$8,000.00	5%	\$7,600.00	N/A
SCI - SG1000 U250	Meru Security Gateway SG1000 Software License for 250 users. Increases number of supported users by 250 (SG1000 supports up to 3000 users).	\$16,000.00	5%	\$15,200.00	N/A
SCI - SG1000 U500	Meru Security Gateway SG1000 Software License for 500 users. Increases number of supported users by 500 (SG1000 supports up to 3000 users).	\$25,000.00	5%	\$23,750.00	N/A
SCI - SG1000 U1000	Meru Security Gateway SG1000 Software License for 1000 users. Increases number of supported users by 1000 (SG1000 supports up to 3000 users).	\$40,000.00	5%	\$38,000.00	N/A
SCI - SG1000 U2000	Meru Security Gateway SG1000 Software License for 2000 users. Increases number of supported users by 2000 (SG1000 supports up to 3000 users).	\$60,000.00	5%	\$57,000.00	N/A
SCI - SG1000 U3000	Meru Security Gateway SG1000 Software License for 3000 users. Increases number of supported users by 3000 (SG1000 supports up to 3000 users).	\$80,000.00	5%	\$76,000.00	N/A
SCI - MC1K-03AP150	Meru Bundles Bundle includes MC1000 wireless gateway/controller with software license to support up to 5 AP's and 5 AP150 access points. Includes embedded System Director software for Air Traffic Control, element management system, wireless security, rogue AP detection. MC1000 controller may be upgraded to support up to 30 AP's. 11+ licenses and redundant unit are not available. Support should be ordered using MC1015 support SKUs.	\$5,295.00	10%	\$4,765.50	N/A
SCI - MC1K-03AP301	Bundle includes MC1000 wireless gateway/controller with software license to support up to 5 AP's and 5 AP301 access points. Includes embedded System Director software for Air Traffic Control, element management system, wireless security, rogue AP detection. MC1000 controller may be upgraded to support up to 30 AP's. 11+ licenses and redundant unit are not available. Support should be ordered using MC1015 support SKUs.	\$6,495.00	10%	\$5,845.50	N/A
SCI - MC1K-03AP302	Bundle includes MC1000 wireless gateway/controller with software license to support up to 5 AP's and 5 AP302 access points. Includes embedded System Director software for Air Traffic Control, element management system, wireless security, rogue AP detection. MC1000 controller may be upgraded to support up to 30 AP's. 11+ licenses and redundant unit are not available. Support should be ordered using MC1015 support SKUs.	\$7,495.00	10%	\$6,745.50	N/A
SCI - MC1K-03AP310	Bundle includes MC1000 wireless gateway/controller with software license to support up to 5 AP's and 5 AP310 access points. Includes embedded System Director software for Air Traffic Control, element management system, wireless security, rogue AP detection. MC1000 controller may be upgraded to support up to 30 AP's. 11+ licenses and redundant unit are not available. Support should be ordered using MC1015 support SKUs.	\$7,495.00	10%	\$6,745.50	N/A

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SCI - MC1K-05-AP311	Bundle includes MC1000 wireless gateway/controller with software license to support up to 5 APs and 5 AP311 access points. Includes embedded System Director software for Air Traffic Control, element management system, wireless security, rogue AP detection. MC1000 controller may be upgraded to support up to 30 APs. T1 licenses and redundant unit are not available. Support should be ordered using MC1015 support SKUs.	\$5,495.00	10%	\$7,045.50	N/A
SCI - MC1K-05-AP320	Bundle includes MC1000 wireless gateway/controller with software license to support up to 5 APs and 5 AP320 access points. Includes embedded System Director software for Air Traffic Control, element management system, wireless security, rogue AP detection. MC1000 controller may be upgraded to support up to 30 APs. T1 licenses and redundant unit are not available. Support should be ordered using MC1015 support SKUs.	\$5,495.00	10%	\$7,045.50	N/A
SCI - MC1K-10-AP150	Bundle includes MC1000 wireless gateway/controller with software license to support up to 10 APs and 10 AP150 access points. Includes embedded System Director software for Air Traffic Control, element management system, wireless security, rogue AP detection. MC1000 controller may be upgraded to support up to 30 APs. T1 licenses and redundant unit are not available. Support should be ordered using MC1015 support SKUs.	\$9,495.00	10%	\$10,345.50	N/A
SCI - MC1K-10-AP301	Bundle includes MC1000 wireless gateway/controller with software license to support up to 10 APs and 10 AP301 access points. Includes embedded System Director software for Air Traffic Control, element management system, wireless security, rogue AP detection. MC1000 controller may be upgraded to support up to 30 APs. T1 licenses and redundant unit are not available. Support should be ordered using MC1015 support SKUs.	\$7,395.00	10%	\$8,075.50	N/A
SCI - MC1K-10-AP302	Bundle includes MC1000 wireless gateway/controller with software license to support up to 10 APs and 10 AP302 access points. Includes embedded System Director software for Air Traffic Control, element management system, wireless security, rogue AP detection. MC1000 controller may be upgraded to support up to 30 APs. T1 licenses and redundant unit are not available. Support should be ordered using MC1015 support SKUs.	\$12,195.00	10%	\$13,375.50	N/A
SCI - MC1K-10-AP310	Bundle includes MC1000 wireless gateway/controller with software license to support up to 10 APs and 10 AP310 access points. Includes embedded System Director software for Air Traffic Control, element management system, wireless security, rogue AP detection. MC1000 controller may be upgraded to support up to 30 APs. T1 licenses and redundant unit are not available. Support should be ordered using MC1015 support SKUs.	\$13,995.00	10%	\$15,295.50	N/A
SCI - MC1K-10-AP311	Bundle includes MC1000 wireless gateway/controller with software license to support up to 10 APs and 10 AP311 access points. Includes embedded System Director software for Air Traffic Control, element management system, wireless security, rogue AP detection. MC1000 controller may be upgraded to support up to 30 APs. T1 licenses and redundant unit are not available. Support should be ordered using MC1015 support SKUs.	\$10,195.00	10%	\$11,215.50	N/A
SCI - MC1K-10-AP320	Bundle includes MC1000 wireless gateway/controller with software license to support up to 10 APs and 10 AP320 access points. Includes embedded System Director software for Air Traffic Control, element management system, wireless security, rogue AP detection. MC1000 controller may be upgraded to support up to 30 APs. T1 licenses and redundant unit are not available. Support should be ordered using MC1015 support SKUs.	\$17,195.00	10%	\$18,865.50	N/A
SCI - MC3K-10-AP301	Bundle includes MC3000 wireless gateway/controller with software license to support up to 10 APs and 10 AP301 access points. Includes embedded System Director software for Air Traffic Control, element management system, wireless security, rogue AP detection. MC3000 controller may be upgraded to support up to 150 APs. T1 licenses and redundant unit are not available. Support should be ordered using MC3025 support SKUs.	\$19,195.00	10%	\$21,115.50	N/A
SCI - MC3K-10-AP302	Bundle includes MC3000 wireless gateway/controller with software license to support up to 10 APs and 10 AP302 access points. Includes embedded System Director software for Air Traffic Control, element management system, wireless security, rogue AP detection. MC3000 controller may be upgraded to support up to 150 APs. T1 licenses and redundant unit are not available. Support should be ordered using MC3025 support SKUs.	\$14,995.00	10%	\$16,495.50	N/A
SCI - MC3K-10-AP310	Bundle includes MC3000 wireless gateway/controller with software license to support up to 10 APs and 10 AP310 access points. Includes embedded System Director software for Air Traffic Control, element management system, wireless security, rogue AP detection. MC3000 controller may be upgraded to support up to 150 APs. T1 licenses and redundant unit are not available. Support should be ordered using MC3025 support SKUs.	\$10,995.00	10%	\$12,095.50	N/A
SCI - MC3K-10-AP311	Bundle includes MC3000 wireless gateway/controller with software license to support up to 10 APs and 10 AP311 access points. Includes embedded System Director software for Air Traffic Control, element management system, wireless security, rogue AP detection. MC3000 controller may be upgraded to support up to 150 APs. T1 licenses and redundant unit are not available. Support should be ordered using MC3025 support SKUs.	\$18,995.00	10%	\$20,895.50	N/A
SCI - MC3K-10-AP320	Bundle includes MC3000 wireless gateway/controller with software license to support up to 10 APs and 10 AP320 access points. Includes embedded System Director software for Air Traffic Control, element management system, wireless security, rogue AP detection. MC3000 controller may be upgraded to support up to 150 APs. T1 licenses and redundant unit are not available. Support should be ordered using MC3025 support SKUs.	\$19,995.00	10%	\$21,995.50	N/A

SCI - MC3K-10 -P320	Bundle includes MC3000 wireless gateway/controller with software license to support up to 10 APs and 10 AP320 access points (includes embedded System Director software for Air Traffic Control, element management system, wireless security, rogue AP detection). MC3000 controller may be upgraded to support up to 150 APs. FI-1 licenses and redundant unit are not available. Support should be ordered using MC3025 support SKUs	\$21,995.00	10%	\$19,795.50	N/A
SCI - MC1015F-N-UG-5	Software Module for N+1 redundancy Configurations with N=5 Software Module to upgrade a FI-1 Slave M1015 Wireless controller from N=1 to N=5. Note: Does NOT include hardware, software only license. For support, use MC1015 options	\$1,895.00	5%	\$1,800.25	N/A
SCI - MC1030F-N-UG-5	Software Module to upgrade a FI-1 Slave M1030 Wireless controller from N=1 to N=5. Note: Does NOT include hardware, software only license. For support, use MC1030 options	\$2,995.00	5%	\$2,845.25	N/A
SCI - MC3025F-N-UG-5	Software Module to upgrade a FI-1 Slave M3025 Wireless controller from N=1 to N=5. Note: Does NOT include hardware, software only license. For support, use MC3025 options	\$3,295.00	5%	\$3,130.25	N/A
SCI - MC3050F-N-UG-5	Software Module to upgrade a FI-1 Slave M3050 Wireless controller from N=1 to N=5. Note: Does NOT include hardware, software only license. For support, use MC3050 options	\$5,095.00	5%	\$4,840.25	N/A
SCI - MC3075F-N-UG-5	Software Module to upgrade a FI-1 Slave M3075 Wireless controller from N=1 to N=5. Note: Does NOT include hardware, software only license. For support, use MC3075 options	\$6,895.00	5%	\$6,550.25	N/A
FI - MC3100F-N-UG-5	Software Module to upgrade a FI-1 Slave M3100 Wireless controller from N=1 to N=5. Note: Does NOT include hardware, software only license. For support, use MC3100 options	\$8,095.00	5%	\$7,690.25	N/A
FI - MC3150F-N-UG-5	Software Module to upgrade a FI-1 Slave M3150 Wireless controller from N=1 to N=5. Note: Does NOT include hardware, software only license. For support, use MC3150 options	\$11,095.00	5%	\$10,540.25	N/A
SCI - MC5000F-N-UG-5	Software Module to upgrade a FI-1 Slave MC5000 module Wireless controller from N=1 to N=5. Note: Does NOT include hardware, software only license. For support, use MC5000 options	\$13,495.00	5%	\$12,820.25	N/A
SCI - MC4100F-N-UG-5	Software Module to upgrade a FI-1 Slave MC4100 module Wireless controller from N=1 to N=5. Note: Does NOT include hardware, software only license. For support, use MC4100 options	\$17,995.00	5%	\$17,095.25	N/A
SCI - MESH-2	Enterprise Mesh license pack for up to 2 Mesh APs. Mesh license needed for Mesh APs only and applied per controller. External Power supply and/or PoE injector sold separately.	\$1,195.00	5%	\$1,135.25	N/A
SCI - MESH-5	Enterprise Mesh license pack for up to 5 Mesh APs. Mesh license needed for Mesh APs only and applied per controller. External Power supply and/or PoE injector sold separately.	\$2,395.00	5%	\$2,275.25	N/A
SCI - MESH-10	Enterprise Mesh license pack for up to 10 Mesh APs. Mesh license needed for Mesh APs only and applied per controller. External Power supply and/or PoE injector sold separately.	\$5,395.00	5%	\$5,125.25	N/A
SCI - MESH-25	Enterprise Mesh license pack for up to 25 Mesh APs. Mesh license needed for Mesh APs only and applied per controller. External Power supply and/or PoE injector sold separately.	\$11,495.00	5%	\$10,920.25	N/A
SCI - MESH-50	Enterprise Mesh license pack for up to 50 Mesh APs. Mesh license needed for Mesh APs only and applied per controller. External Power supply and/or PoE injector sold separately.	\$27,095.00	5%	\$25,645.25	N/A
SCI - MC500-PEF	Air Shield Security: Policy Enforcement Module (Software License) Policy Enforcement Module License for Meru controller MC500. License enables features for all Access Points on the controller.	\$395.00	5%	\$375.25	N/A
SCI - MC1000-PEF	Policy Enforcement Module License for Meru controller MC1000. License enables features for all Access Points on the controller.	\$2,495.00	5%	\$2,370.25	N/A
SCI - MC3000-PEF	Policy Enforcement Module License for Meru Controller MC3000. License enables features for all Access Points on the controller.	\$7,495.00	5%	\$7,120.25	N/A
SCI - MC5000-PEF	Policy Enforcement Module License for Meru Controller MC5000 blades. One license required per controller blade. Up to 5.	\$8,995.00	5%	\$8,545.25	N/A
SCI - MC4100-PEF	Policy Enforcement Module License for Meru Controller MC4100. License enables features for all Access Points on the controller.	\$12,995.00	5%	\$12,345.25	N/A
SCI - AF5	Air Firewall 1.5 AP license AP200 Only. Requires release 3.5 or later.	\$995.00	5%	\$945.25	N/A
SCI - AF10	Air Firewall 1-10 AP license AP200 Only. Requires release 3.5 or later.	\$1,895.00	5%	\$1,800.25	N/A
SCI - AF25	Air Firewall 1-25 AP license AP200 Only. Requires release 3.5 or later.	\$4,495.00	5%	\$4,270.25	N/A
SCI - AF50	Air Firewall 1-50 AP license AP200 Only. Requires release 3.5 or later.	\$8,995.00	5%	\$8,545.25	N/A
SCI - AF150	Air Firewall 1-150 AP license AP200 Only. Requires release 3.5 or later.	\$18,995.00	5%	\$18,145.25	N/A
SCI - AF200	Air Firewall 1-200 AP license AP200 Only. Requires release 3.5 or later.	\$19,995.00	5%	\$18,995.25	N/A
SCI - EZRF-N-1-BASE-50	E(z)RF Network Manager (NM) 2.x Software NOTE: EZRF Network Manager 2.x SKUs require SA1000 appliance. In addition, EzRF Network Manager and Location Manager each require their own SA1000 appliance. E(z)RF Applications Suite - Network Manager Base software and license for up to 50 APs. Functionality includes dashboard, monitoring, events and alarm notifications, reports and user administration.	\$1,995.00	5%	\$1,895.25	N/A
SCI - EZRF-N-1-BASE-100	E(z)RF Applications Suite - Network Manager Base software and license for up to 100 APs. Functionality includes dashboard, monitoring, events and alarm notifications, reports and user administration.	\$7,195.00	5%	\$6,835.25	N/A
SCI - EZRF-N-1-BASE-250	E(z)RF Applications Suite - Network Manager Base software and license for up to 250 APs. Functionality includes dashboard, monitoring, events and alarm notifications, reports and user administration.	\$11,995.00	5%	\$11,395.25	N/A
SCI - EZRF-N-1-BASE-500	E(z)RF Applications Suite - Network Manager Base software and license for up to 500 APs. Functionality includes dashboard, monitoring, events and alarm notifications, reports and user administration.	\$17,995.00	5%	\$17,095.25	N/A
SCI - EZRF-N-1-BASE-1000	E(z)RF Applications Suite - Network Manager Base software and license for up to 1000 APs. Functionality includes dashboard, monitoring, events and alarm notifications, reports and user administration.	\$23,995.00	5%	\$22,795.25	N/A
SCI - EZRF-N-1-BASE-2000	E(z)RF Applications Suite - Network Manager Base software and license for up to 2000 APs. Functionality includes dashboard, monitoring, events and alarm notifications, reports and user administration.	\$34,995.00	5%	\$33,195.25	N/A
SCI - EZRF-N-1-BASE-5000	E(z)RF Applications Suite - Network Manager Base software and license for up to 5000 APs. Functionality includes dashboard, monitoring, events and alarm notifications, reports and user administration.	\$59,995.00	5%	\$56,995.25	N/A
SCI - EZRF-N-1-VIS-50	E(z)RF Applications Suite - Network Manager Visualize software license for up to 50 APs. Adds real time RF visualization features for coverage, performance and troubleshooting. Note: Requires purchase of E(z)RF Network Manager Base software for same number of APs.	\$4,995.00	5%	\$4,745.25	N/A
SCI - EZRF-N-1-VIS-100	E(z)RF Applications Suite - Network Manager Visualize software license for up to 100 APs. Adds real time RF visualization features for coverage, performance and troubleshooting. Note: Requires purchase of E(z)RF Network Manager Base software for same number of APs.	\$5,995.00	5%	\$5,695.25	N/A
SCI - EZRF-N-1-VIS-250	E(z)RF Applications Suite - Network Manager Visualize software license for up to 250 APs. Adds real time RF visualization features for coverage, performance and troubleshooting. Note: Requires purchase of E(z)RF Network Manager Base software for same number of APs.	\$9,995.00	5%	\$9,495.25	N/A
SCI - EZRF-N-1-VIS-500	E(z)RF Applications Suite - Network Manager Visualize software license for up to 500 APs. Adds real time RF visualization features for coverage, performance and troubleshooting. Note: Requires purchase of E(z)RF Network Manager Base software for same number of APs.	\$14,995.00	5%	\$14,245.25	N/A

datacenter@meru.com EzRF Network Manager 2.0.pdf

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SCI - EzRF-IM-VIS-1000	Ez RF Applications Suite - Network Manager Visualize software license for up to 1000 APs. Adds real time RF visualization features for coverage, performance and troubleshooting. Note: Requires purchase of Ez RF Network Manager Base software for same number of APs.	\$19,995.00	5%	\$18,995.25	1/A
SCI - EzRF-IM-VIS-2000	Ez RF Applications Suite - Network Manager Visualize software license for up to 2000 APs. Adds real time RF visualization features for coverage, performance and troubleshooting. Note: Requires purchase of Ez RF Network Manager Base software for same number of APs.	\$27,995.00	5%	\$26,595.25	1/A
SCI - EzRF-IM-VIS-5000	Ez RF Applications Suite - Network Manager Visualize software license for up to 5000 APs. Adds real time RF visualization features for coverage, performance and troubleshooting. Note: Requires purchase of Ez RF Network Manager Base software for same number of APs.	\$29,995.00	5%	\$28,495.25	1/A
SCI - EzRF-IM-BASE-1100	Ez RF Network Manager Ez RF Applications Suite - Network Manager Base software and license upgrade for 100 APs. Functionality includes dashboards, monitoring, events and alarm notifications, reports and user administration.	\$9,995.00	5%	\$9,495.25	1/A
SCI - EzRF-IM-BASE-1500	Ez RF Applications Suite - Network Manager Base software and license upgrade for 500 APs. Functionality includes dashboards, monitoring, events and alarm notifications, reports and user administration.	\$11,995.00	5%	\$11,395.25	1/A
SCI - EzRF-IM-VIS-1100	Ez RF Applications Suite - Network Manager Visualize software and license upgrade for 100 APs. Adds real time RF visualization features for coverage, performance and troubleshooting. Note: Requires purchase of Ez RF Network Manager Base software for same number of APs.	\$1,995.00	5%	\$1,895.25	1/A
SCI - EzRF-IM-VIS-5000	Ez RF Applications Suite - Network Manager Visualize software and license upgrade for 500 APs. Adds real time RF visualization features for coverage, performance and troubleshooting. Note: Requires purchase of Ez RF Network Manager Base software for same number of APs.	\$9,995.00	5%	\$9,495.25	1/A
SCI - EzRF-IM-MIGRATE50	Ez RF Network Manager 1 x to Ez RF Network Manager 2 x Migrate EzRF Network Manager Base + Visualize 50 AP license from 1 x to 2 x. Note EzRF-IM 2 x requires Service Appliance SA1000.	\$999.00	5%	\$949.05	1/A
SCI - EzRF-IM-MIGRATE100	Migrate EzRF Network Manager Base + Visualize 100 license from 1 x to 2 x. Note EzRF-IM 2 x requires Service Appliance SA1000.	\$1,199.00	5%	\$1,139.05	1/A
SCI - EzRF-IM-MIGRATE250	Migrate EzRF Network Manager Base + Visualize 250 license from 1 x to 2 x. Note EzRF-IM 2 x requires Service Appliance SA1000.	\$1,999.00	5%	\$1,899.05	1/A
SCI - EzRF-IM-MIGRATE500	Migrate EzRF Network Manager Base + Visualize 500 license from 1 x to 2 x. Note EzRF-IM 2 x requires Service Appliance SA1000.	\$2,999.00	5%	\$2,849.05	1/A
SCI - EzRF-IM-MIGRATE1000	Migrate EzRF Network Manager Base + Visualize 1000 license from 1 x to 2 x. Note EzRF-IM 2 x requires Service Appliance SA1000.	\$3,999.00	5%	\$3,799.05	1/A
SCI - EzRF-IM-MIGRATE2000	Migrate EzRF Network Manager Base + Visualize 2000 license from 1 x to 2 x. Note EzRF-IM 2 x requires Service Appliance SA1000.	\$5,999.00	5%	\$5,699.05	1/A
SCI - EzRF-IM-MIGRATE5000	Migrate EzRF Network Manager Base + Visualize 5000 license from 1 x to 2 x. Note EzRF-IM 2 x requires Service Appliance SA1000.	\$9,999.00	5%	\$9,599.05	1/A
SCI - ESS-PR-4x	Ekhau Site Survey - ESS Ekhau Site Survey (ESS) Software for Planning RF Coverage and Survey of Existing RF coverage including 802.11n. Optimized for Meru Visual Cell environment. Operates on Windows Vista and Windows XP platforms. Requires purchase of support SHIP 1 ESS PRO, SHIP 2 ESS PRO or SHIP 3 ESS PRO. Note: The list of supported cards for this software is listed at http://www.ekhau.com/surveys/supported.htm .	\$4,450.00	5%	\$4,227.50	1/A
SCI - ESS-PR-UPG 2X-4X	Upgrade to Ekhau Site Survey (ESS) 4 x from EzRF Coverage Planner. Note that this requires purchase of support SHIP 1 ESS PRO, SHIP 2 ESS PRO, SHIP 3 ESS PRO or SHIP 3 ESS PRO.	\$1,195.00	5%	\$1,130.25	1/A
SCI - SA1000	Services Appliance, EzRF Location Manager and Location Firewall Services Appliance (must be purchased with at least 1 Service license)	\$9,995.00	5%	\$9,495.25	1/A
SCI - EzRF-IF-500	Ez RF Location Manager Appliance service to track 500 devices. Requires SA1000 appliance.	\$2,995.00	5%	\$2,845.25	1/A
SCI - EzRF-IF-4000	Ez RF Location Manager Appliance service to track 4000 devices. Requires SA1000 appliance. (EzRF-IF-4000 can be an add on option. EzRF-IF-500 cannot be ordered with EzRF-IM-2000)	\$14,995.00	5%	\$14,245.25	1/A
SCI - EzRF-IF-500	Ez RF Location Firewall to track 500 devices. Requires SA1000 and EzRF-IM-500 (EzRF-IF-500 cannot be ordered with EzRF-IM-1000).	\$1,995.00	5%	\$1,895.25	1/A
SCI - EzRF-IF-1000	Ez RF Location Firewall to track 1000 devices. Requires SA1000 and EzRF-IM-1000 (EzRF-IF-1000 cannot be ordered with EzRF-IM-500).	\$6,995.00	5%	\$6,645.25	1/A
SCI - EzRF-IF-4000	Upgrades: EzRF Location Manager and Location Firewall (Software License) Upgrade EzRF-IM-500 Location Manager license from 500 devices to 4000 tracked devices.	\$13,995.00	5%	\$13,295.25	1/A
SCI - EzRF-IF-4000	Upgrade EzRF-IF-500 Location Firewall license from 500 devices to 4000 tracked devices.	\$6,995.00	5%	\$6,645.25	1/A
SCI - IM-M2H-UPG	Replaces EzRF-IM running on Windows 2003 with SA1000, EzRF-IM-1000, EzRF-IF-1000 (Services Appliance with Location Manager and Location Firewall software)	\$7,995.00	5%	\$7,595.25	1/A
SCI - AA-005H-T	Location Management: Active Asset Software Active Asset Software license - 50 Tracked Assets	\$17,994.00	5%	\$17,094.30	1/A
SCI - AA-025H-T	Active Asset Software license - 250 Tracked Assets	\$39,994.00	5%	\$38,094.30	1/A
SCI - AA-050H-T	Active Asset Software license - 500 Tracked Assets	\$89,001.00	5%	\$84,551.30	1/A
SCI - AA-100H-T	Active Asset Software license - 1000 Tracked Assets	\$143,994.00	5%	\$136,794.30	1/A
SCI - AA-200H-T	Active Asset Software license - 2000 Tracked Assets	\$263,994.00	5%	\$250,794.30	1/A
SCI - ACC-M-1000-4K	Accessories: Controllers Accessory kit for MC1000 controllers	\$75.00	5%	\$71.25	1/A
SCI - ACC-M-3000-4K	Accessory kit for MC3000 controllers	\$75.00	5%	\$71.25	1/A
SCI - ACC-M-4100-PS	Spare: One (1) power supply module for MC4100 controller	\$850.00	5%	\$807.50	1/A
SCI - ACC-AIT-ABGH230-IV	Accessories: AP300 Family (Antennas, Mounting options & external power supply) For use with AP200/AP150/AP300 only. Meru standard white dual band 802.11 a/b/g/n Omnidirectional Rubber Duck Antenna with RP-SMA connectors. This antenna ships by default with AP300 and is optionally orderable with AP150 and AP200 products. Gain for 802.11n (2.4GHz) is 2dBi and gain for 802.11a (5GHz) is 3 dBi. (Quantity 1 unit)	\$25.00	5%	\$23.75	1/A
SCI - ACC-AIT-Tag	For use with AP200/AP150/AP300 only. Meru standard black dual band 802.11 a/b/g Omnidirectional rubber duck Antenna with RP-SMA connectors. This antenna ships by default with AP150, AP201 and AP209 products. Gain for 802.11n (2.4GHz) is 3dBi and gain for 802.11a (5GHz) is 3 dBi. (Quantity 1 unit)	\$20.00	5%	\$19.00	1/A
SCI - ACC-AIT-ABGH170	For use with AP200/AP300 only. Optional High gain omnidirectional rubber duck antenna - M4 inches. This antenna is a compact, aerodynamically attractive dual band antenna covering 2.45 and 5.8GHz bands. The antenna attaches using RP-SMA connector and offers gain of 4 dBi for both bands. color black. (Quantity 1 unit)	\$60.00	5%	\$57.00	1/A
SCI - ACC-AIT-ABGH123	For use with AP300 only. Flood Ceiling Mount. Dual Band band omnidirectional MIMO antenna with low profile for indoor applications requiring coverage of multiple bands with minimum visibility. It is designed to be easily mounted to drop ceiling tiles or to a solid ceiling structure where cable routing access is available. Gain for 802.11n (2.4GHz) is 3dBi and gain for 802.11a (5GHz) is 4 dBi. Includes three 5 feet RP-SMA pigtail with very low loss remote the antenna of a 253.602.13n AP. One 1 unit per radio, for example AP310 will need 1 unit, and AP320 will need 2 units. (quantity 1 unit)	\$295.00	5%	\$280.25	1/A

SCI - ACC-ANT-MIMO-MNT	Dual band Ceiling and Wall MIMO antenna mount. Mount allows deploying AP300 above the ceiling or inside the enclosure while remotely connecting the antenna to the external mount. Mount is designed to be aesthetically placed below the ceiling tile or on the wall. Use 1 mount per radio, for example AP310 will need 1 unit, and AP320 will need 2 units. Includes 5 feet pigtail and mounting hardware (Quantity 1 unit).	\$115.00	5%	\$137.75	N/A
SCI - ACC-AP300-MNT	Spare Ceiling Mounting Bracket and Screws for AP300. This bracket ships by default with the AP300 at no charge to the customer.	\$30.00	5%	\$28.50	N/A
SCI - ACC-MNT-SCRMKIT	Suspended Ceiling Rail Mounting Kit. Works with Meru AP150, AP200 and AP300.	\$20.00	5%	\$19.00	N/A
SCI - ACC-MNT-ASCMTKIT	Suspended Above Ceiling Mounting Kit (T-Bar Hanger). Works with Meru AP150, AP200 and AP300.	\$50.00	5%	\$47.50	N/A
SCI - ACC-AP300-BHE	Optional Accessory: Custom Mounting Bracket for mounting AP300 in a Hoffman Enclosure.	\$105.00	5%	\$99.75	N/A
SCI - ACC-AP300-PWR-xx	External Universal Power supply for AP300 series. Replace xx in the part number with country code when ordering. Accessories: AP200 Family (Antennas, Mounting options & external power supply)	\$75.00	5%	\$71.25	N/A
SCI - ACC-ANT-11g	For use with AP200/AP150/AP300 only. Meru standard black dual band 802.11 a/b/g Omnidirectional rubber duck Antenna with RPSMA connectors. This antenna ships by default with AP150, AP201 and AP208 products. (Gain for 802.11a/g (2.4GHz) is 3dBi and gain for 802.11b (2.4GHz) is 3 dBi. (Quantity 1 unit).	\$20.00	5%	\$19.00	N/A
SCI - ACC-ANT-ABGN230-W	For use with AP200/AP150/AP300 only. Meru standard white dual band 802.11 a/b/g/n Omnidirectional Rubber Duck Antenna with RPSMA connectors. This antenna ships by default with AP300 and is optionally interchangeable with AP150 and AP200 products. (Gain for 802.11a/b/g/n (2.4GHz) is 2dBi and gain for 802.11n (5GHz) is 3 dBi. (Quantity 1 unit).	\$25.00	5%	\$23.75	N/A
SCI - ACC-ANT-ABGN170	For use with AP200/AP300 only. Optional high gain omnidirectional rubber duck antenna. At 4 inches, this antenna is a compact, cosmetically attractive dual band antenna covering 2.45 and 5.8GHz bands. The antenna attaches using RP-SMA connector and offers gain of 4.7dBi for both bands. color black. (Quantity 1 unit).	\$60.00	5%	\$57.00	N/A
SCI - ACC-ANT-ABG13	For use with AP200 only. Flush Ceiling Mount. Dual Band band omnidirectional antenna with low profile for indoor applications requiring coverage of multiple bands with minimum visibility. Includes an 18" pigtail terminated with RPSMA connectors. It is designed to be easily mounted to drop ceiling tiles or to a solid ceiling surface where cable routing access is available. (Gain for 802.11a/b/g (2.4GHz) is 3dBi and gain for 802.11n (5GHz) is 4 dBi. (Quantity 1 unit).	\$95.00	5%	\$90.25	N/A
SCI - ACC-ANT-350MD	For use with AP200 only. High gain ceiling mount single band omnidirectional antenna operating at 2.4GHz. This antenna is ideally suited for applications in indoor environment. Its broad elevation plane radiation pattern has been shaped to direct energy where it is needed, while suppressing the misdirected upper and lower sidelobe energy. When ceiling mounted, the antenna drops down about 10 inches from the ceiling. Antenna gain is 5.2 dBi and includes a 3 foot pigtail and mounting hardware (Quantity 1 unit).	\$105.00	5%	\$99.75	N/A
SCI - ACC-ANT-380MD	For use with AP200 only. Ceiling mount single band omnidirectional Fiberglass Antenna operating at 2.4GHz. This antenna is ideally suited for applications in harsh indoor environments. When ceiling mounted, the antenna drops down 10 inches from the ceiling. Antenna gain is 4 dBi and includes a 3 foot pigtail and mounting hardware (Quantity 1 unit).	\$230.00	5%	\$218.50	N/A
SCI - ACC-ANT-380P	For use with AP200 only. This directional panel single band antenna is designed to cover 2.4 GHz frequencies with a VSWR of less than 1.5:1, obtaining maximum gain with an attractive, low profile package. This antenna can be mounted indoors or outdoors, and provides a gain of 8.5 dBi. Provides UL's highest flame retardant rating allowing maximum placement flexibility. Meets the most stringent building fire rating codes. Allows the cable to be installed in the strictest indoor mounting locations, including air ducts. 3 foot pigtail with RPSMA connectors and mounting hardware included (Quantity 1 unit).	\$160.00	5%	\$152.00	N/A
SCI - ACC-ANT-130P	For use with AP200 only. (Same as ACC-ANT1180P but with higher gain and no mounting bracket) This directional panel single band antenna is designed to cover 2.4 GHz frequencies with a VSWR of less than 1.5:1, obtaining maximum gain with an attractive, low profile package. This antenna can be mounted indoors or outdoors, and provides a gain of 13 dBi. Provides UL's highest flame retardant rating allowing maximum placement flexibility. Meets the most stringent building fire rating codes. Allows the cable to be installed in the strictest indoor mounting locations, including air ducts. 3 foot pigtail with RPSMA connectors included (Quantity 1 unit).	\$255.00	5%	\$242.25	N/A
SCI - ACC-ANT-ADAPTER	RP-TNC-Female to RP-SMA-Male adapter. Adapter to connect Cisco external antenna to Meru AP.	\$15.00	5%	\$14.25	N/A
SCI - ACC-MNT-AP200	Spare Standard Ceiling Mounting Bracket and Screws for AP200. This bracket ships by default with the AP200 at no charge to the customer.	\$30.00	5%	\$28.50	N/A
SCI - ACC-MNT-SCRMKIT	Suspended Ceiling Rail Mounting Kit. Works with Meru AP150, AP200 and AP300.	\$20.00	5%	\$19.00	N/A
SCI - ACC-MNT-ASCMTKIT	Suspended Above Ceiling Mounting Kit (T-Bar Hanger). Works with Meru AP150, AP200 and AP300.	\$50.00	5%	\$47.50	N/A
SCI - ACC-ANT-11g	For use with AP200/AP150/AP300 only. Meru standard black dual band 802.11 a/b/g Omnidirectional rubber duck Antenna with RPSMA connectors. This antenna ships by default with AP150, AP201 and AP208 products. (Gain for 802.11a/g (2.4GHz) is 3dBi and gain for 802.11b (2.4GHz) is 3 dBi. (Quantity 1 unit).	\$20.00	5%	\$19.00	N/A
SCI - ACC-ANT-ABGN230-W	For use with AP200/AP150/AP300 only. Meru standard white dual band 802.11 a/b/g/n Omnidirectional Rubber Duck Antenna with RPSMA connectors. This antenna ships by default with AP300 and is optionally interchangeable with AP150 and AP200 products. (Gain for 802.11a/b/g/n (2.4GHz) is 2dBi and gain for 802.11n (5GHz) is 3 dBi. (Quantity 1 unit).	\$25.00	5%	\$23.75	N/A
SCI - ACC-AP150-MNT	Ceiling Mounting Bracket and Screws for AP150. This bracket ships by default with the AP150 at no charge to the customer.	\$30.00	5%	\$28.50	N/A
SCI - ACC-MNT-SCRMKIT	Suspended Ceiling Rail Mounting Kit. Works with Meru AP150, AP200 and AP300.	\$20.00	5%	\$19.00	N/A
SCI - ACC-MNT-ASCMTKIT	Suspended Above Ceiling Mounting Kit (T-Bar Hanger). Works with Meru AP150, AP200 and AP300.	\$50.00	5%	\$47.50	N/A
SCI - ACC-AP300-PWR-xx	External Universal Power supply for AP150. ships with interchangeable plugs. Certified for United States, United Kingdom, EU, China, Australia. Accessories: OAP180 (Antennas, Mounting options & external power supply)	\$60.00	5%	\$57.00	N/A
SCI - ACC-ANT-BG080-HM	For use with OAP180 only. Use for general outdoor deployment with omnidirectional coverage along the horizontal plane. Vertical polarization is limited to 30 degrees. Single band 802.11 b/g antenna operating at 2.400 - 2.500GHz providing 8 dBi gain. Antenna has T type Male connector and mounts directly onto the Access Point. (Quantity 1 unit).	\$95.00	5%	\$90.25	N/A
SCI - ACC-ANT-BG080-HF	For use with OAP180 only. Use for general outdoor deployment with omnidirectional coverage along the horizontal plane. Vertical polarization is limited to 30 degrees. Single band 802.11 b/g antenna operating at 2.400 - 2.500GHz providing 8 dBi gain. Antenna has T type Female connector and requires additional Male type connector or RF patch cable (ACC-CBL-51M-HM) to connect to the OAP180 (Cable sold separately, connector not available). Mounting hardware included (Quantity 1 unit).	\$105.00	5%	\$99.75	N/A
SCI - ACC-ANT-BG16P-HF	For use with OAP180 only. This high gain panel antenna is ideally suited for providing wireless coverage in a focused narrow area or for providing a point to point signal. The antenna is a single band 802.11 b/g directional panel antenna operating at 2.400 - 2.500GHz and provides 18 dBi high gain. Antenna has T type Female connector and requires additional Male type connector or RF patch cable (ACC-CBL-51M-HM) to connect to the OAP180 (Cable sold separately, connector not available). Mounting hardware included (Quantity 1 unit).	\$295.00	5%	\$280.25	N/A
SCI - ACC-ANT-BG10S-HF	For use with OAP180 only. This high gain sector antenna is ideally suited for providing wireless coverage in a wide area, providing about 120 degrees of coverage. The antenna is a single band 802.11 b/g sector antenna operating at 2.400 - 2.500GHz and provides 10 dBi gain. Antenna has T type Female connector and requires additional Male type connector or RF patch cable (ACC-CBL-51M-HM) to connect to the OAP180 (Cable sold separately, connector not available). Mounting hardware included (Quantity 1 unit).	\$575.00	5%	\$546.25	N/A
SCI - ACC-ANT-A080-HM1	For use with OAP180 only. Use for general outdoor deployment with omnidirectional coverage along the horizontal plane. Vertical polarization is limited to 24 degrees. Single band 802.11 a antenna operating at lower UHF band between 5.15-5.35GHz providing 8 dBi gain. Antenna has T type Male connector and mounts directly onto the Access Point. (Quantity 1 unit).	\$95.00	5%	\$90.25	N/A

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SCI - ACC-ANT- A080 FM 2	For use with OAP180 only. Use for general outdoor deployment with omnidirectional coverage along the horizontal plane. Vertical polarization is limited to 24 degrees. Single band 802.11a antenna operating at higher bands between 5.170-5.875GHz providing 8 dBi gain. Antenna has N type Male connector and mounts directly onto the Access Point. (Quantity 1 only)	\$99.00	5%	\$94.05	USA
SCI - ACC-ANT- A080 FIF	For use with OAP180 only. Use for general outdoor deployment with omnidirectional coverage along the horizontal plane. Vertical polarization is limited to 24 degrees. Single band 802.11a antenna operating between 5.5-5.875 GHz providing 8 dBi gain. Antenna has N type Female connector and requires additional Male type connector or RF patch cable (ACC-CBI-S1M1MM) to connect to the OAP180 (Cable sold separately, connector not available) Mounting hardware included (Quantity 1 only)	\$166.00	5%	\$157.75	USA
SCI - ACC-ANT- A23P-T/F	For use with OAP180 only. This high gain panel antenna is ideally suited for providing wireless coverage in a focused narrow area or for providing a point to point signal. The antenna is a single band 802.11a directional panel antenna operating at 5.150-5.875GHz and provides 23 dBi high gain. Antenna has N type Female connector and requires additional Male type connector or RF patch cable (ACC-CBI-S1M1MM) to connect to the OAP180 (Cable sold separately, connector not available) Mounting hardware included (Quantity 1 only)	\$296.00	5%	\$281.25	USA
SCI - ACC-ANT- A13S F/F	For use with OAP180 only. This high gain sector antenna is ideally suited for providing wireless coverage in a wide area, providing about 120 degrees of horizontal coverage. The antenna is a single band 802.11a sector antenna operating between 4.9-5.875 GHz and provides 13 dBi gain. Antenna has N type Female connector and requires additional Male type connector or RF patch cable (ACC-CBI-S1M1MM) to connect to the OAP180 (Cable sold separately, connector not available) Mounting hardware included (Quantity 1 only)	\$555.00	5%	\$527.25	USA
ACC-LA	Lightning Arrester is a recommended accessory for all outdoor deployments. Provides advanced lightning and surge protection for PoE lines in an easy to install, Advanced Lightning Protection Unit. Unit is compatible with all standard 48VDC CAT5E 10/100Base-T network equipment in residential, commercial and industrial environments. (Quantity 1 only)	\$229.00	5%	\$217.55	USA
SCI - ACC-OA-MOUNT	Spare Mounting Kit for OAP180. Includes Standard Ceiling/Wall Mounting Bracket and pole mount along with screws for OAP180. This mounting kit ships by default with the OAP180 at no charge to the customer.	\$75.00	5%	\$71.25	USA
SCI - ACC-OA-CONS	Spare console cable for OAP180. This console cable is not required for regular operation, only needed for local troubleshooting by Meru authorized personnel.	\$19.00	5%	\$18.05	USA
SCI - ACC-OA-ETH	Spare CAT5E 10/100Base-T with Spin DIN termination to connect to PoE port on OAP180 and R-115 connector at other end to connect to a PoE injector. Cable is rated for outdoors and is 100ft in length.	\$175.00	5%	\$166.25	USA
SCI - ACC-PWR-OAP180	Spare High Power PoE injector for OAP180. Not rated for outdoors, must be placed indoors. Does not include power cord, orderable separately as ACC-PWR-GRD. Note: This device provides high power, up to 40W to the OAP180 unit and is not compatible with the 802.3af PoE standard.	\$175.00	5%	\$166.25	USA
SCI - ACC-PWR-GRD	Spare Power Cord. US only.	\$25.00	5%	\$23.75	USA
Accessories: Antenna RF Patch Cables					
SCI - ACC-CB-3-11M-RP-SM11	1 Foot RF Patch Cable, RP SMA MALE to N MALE, Plenum rated	\$75.00	5%	\$71.25	USA
SCI - ACC-CB-3-3.2M-RP-SM11	3 Foot RF Patch Cable, RP SMA MALE to N MALE, Plenum rated	\$105.00	5%	\$99.75	USA
SCI - ACC-CB-3-1RPXSMA	1 Foot RF Extension Cable, RP SMA MALE to RP SMA FEMALE, Plenum rated	\$75.00	5%	\$71.25	USA
SCI - ACC-CB-3-3RPXSMA	3 Foot RF Extension Cable, RP SMA MALE to RP SMA FEMALE, Plenum rated	\$105.00	5%	\$99.75	USA
SCI - ACC-CB-3-10RPXSMA	10 Foot RF Extension Cable, RP SMA MALE to RP SMA FEMALE, Plenum rated	\$105.00	5%	\$99.75	USA
SCI - ACC-CB-3-S1M1MM	5 Foot low loss RF Patch Cable, N MALE to N MALE (suitable for OAP180 to connect Antennas with N type female connectors to the unit)	\$105.00	5%	\$99.75	USA
Accessories: PoE Hardware					
SCI - ACC-PC-E-AT-14C-xx	Mid Span High Power pre 802.3af PoE injector (1 Port, 110V/220V AC input). Ideal for Meru AP300, backward compatible with 802.3af, also works with Meru AP200 and Meru AP150. Includes US power cords.	\$135.00	5%	\$128.25	USA
SCI - ACC-PC-E-AT-12AC-xx	Mid Span High Power pre 802.3af PoE injector (12 Port, 110V/220V AC input), 19" rack mountable, remote management capable. Ideal for Meru AP300, backward compatible with 802.3af, also works with Meru AP200 and Meru AP150. Includes US power cords.	\$1,915.00	5%	\$1,817.75	USA
SCI - ACC-PC-E-1-24AC-xx	Mid Span 802.3af PoE injector (24 Port, 110V/220V AC input). Note only supports 20 access points.	\$2,400.00	5%	\$2,280.00	USA
SCI - ACC-PC-E-1-24ACDC-xx	Mid Span 802.3af PoE injector (24 Port, 110V/220V AC or 48V DC input). Note only supports 20 access points.	\$2,500.00	5%	\$2,375.00	USA
Meru Support SKUs					
Support Renewals Policy					
Support renewal pricing will be as set forth in Meru's then current price list for Support at the time of renewal.					
SCI - SUP-1-HE-D	Per Incident Next Business Day Advanced HW Replacement Shipment with Expedited Freight for US customers. To be ordered only by Credit Card.	\$250.00	5%	\$237.50	USA
SCI - SUP-1-HE-I	Per Incident Next Business Day Advanced HW Replacement Shipment with Expedited Freight for International customers. To be ordered only by Credit Card.	\$450.00	5%	\$427.50	USA
SCI - SUP-1-PI-HE-D	Next Business Day Advanced HW Replacement Shipment with Expedited Freight for US customers. To be used in conjunction with a standard AP HW Support SKU. Duration 1 year.	\$300.00	5%	\$285.00	USA
SCI - SUP-2-PI-HE-D	Next Business Day Advanced HW Replacement Shipment with Expedited Freight for US customers. To be used in conjunction with a standard AP HW Support SKU. Duration 2 years.	\$600.00	5%	\$570.00	USA
SCI - SUP-3-PI-HE-D	Next Business Day Advanced HW Replacement Shipment with Expedited Freight for US customers. To be used in conjunction with a standard AP HW Support SKU. Duration 3 years.	\$1,000.00	5%	\$950.00	USA
SCI - SUP-5-PI-HE-D	Next Business Day Advanced HW Replacement Shipment with Expedited Freight for US customers. To be used in conjunction with a standard AP HW Support SKU. Duration 5 years.	\$1,400.00	5%	\$1,330.00	USA
SCI - SUP-1-PI-HE-I	Next Business Day Advanced HW Replacement Shipment with Expedited Freight for International (non-US) customers. To be used in conjunction with a standard AP HW Support SKU. Duration 1 year.	\$600.00	5%	\$570.00	USA
SCI - SUP-2-PI-HE-I	Next Business Day Advanced HW Replacement Shipment with Expedited Freight for International (non-US) customers. To be used in conjunction with a standard AP HW Support SKU. Duration 2 years.	\$1,000.00	5%	\$950.00	USA
SCI - SUP-3-PI-HE-I	Next Business Day Advanced HW Replacement Shipment with Expedited Freight for International (non-US) customers. To be used in conjunction with a standard AP HW Support SKU. Duration 3 years.	\$2,000.00	5%	\$1,900.00	USA
SCI - SUP-5-PI-HE-I	Next Business Day Advanced HW Replacement Shipment with Expedited Freight for International (non-US) customers. To be used in conjunction with a standard AP HW Support SKU. Duration 5 years.	\$2,800.00	5%	\$2,660.00	USA
Support: Full Billable Support for Controllers & APs					
SCI - SUP-1-IC205-xx	7x24x365 TAC, L1, L2 & L3 Support. Includes SW upgrades, patches, Advanced HW Replacement for Controllers and APs. Duration 1 year.	\$418.75	5%	\$397.31	USA
SCI - SUP-2-IC205-xx	7x24x365 TAC, L1, L2 & L3 Support. Includes SW upgrades, patches, Advanced HW Replacement for Controllers and APs. Duration 2 years.	\$897.50	5%	\$852.63	USA
SCI - SUP-3-IC205-xx	7x24x365 TAC, L1, L2 & L3 Support. Includes SW upgrades, patches, Advanced HW Replacement for Controllers and APs. Duration 3 years.	\$1,121.88	5%	\$1,065.78	USA
SCI - SUP-5-IC205-xx	7x24x365 TAC, L1, L2 & L3 Support. Includes SW upgrades, patches, Advanced HW Replacement for Controllers and APs. Duration 5 years.	\$1,572.00	5%	\$1,493.40	USA

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SCI - SUP-3-M-5K-BLK1C4	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades, patches & Advanced HW Replacement of Controller Blade and APs (upto 200 APs) Duration 3 years	\$21,997.50	5%	\$23,747.63	1/A
SCI - SUP-5-M-5K-BLK1C4	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades, patches & Advanced HW Replacement of Controller Blade and APs (upto 200 APs) Duration 5 years	\$31,998.50	5%	\$33,246.68	1/A
SCI - SUP-1-M-5K-BLK1F2	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades, patches & Advanced HW Replacement of Controller Blade and APs (upto 200 APs) Duration 1 year	\$9,999.00	5%	\$9,499.05	1/A
SCI - SUP-2-M-5K-BLK1F2	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades, patches & Advanced HW Replacement of Controller Blade and APs (upto 200 APs) Duration 2 years	\$19,998.00	5%	\$18,999.10	1/A
SCI - SUP-3-M-5K-BLK1F2	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades, patches & Advanced HW Replacement of Controller Blade and APs (upto 200 APs) Duration 3 years	\$29,997.50	5%	\$23,747.63	1/A
SCI - SUP-5-M-5K-BLK1F2	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades, patches & Advanced HW Replacement of Controller Blade and APs (upto 200 APs) Duration 5 years	\$39,998.50	5%	\$33,246.68	1/A
SCI - SUP-1-M-5K-BLK1A4	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades, patches & Advanced HW Replacement of Controller Blade, Acc Module and APs (upto 200 APs) Duration 1 year	\$11,275.00	5%	\$10,711.25	1/A
SCI - SUP-2-M-5K-BLK1A4	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades, patches & Advanced HW Replacement of Controller Blade, Acc Module and APs (upto 200 APs) Duration 2 years	\$22,550.00	5%	\$21,422.50	1/A
SCI - SUP-3-M-5K-BLK1A4	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades, patches & Advanced HW Replacement of Controller Blade, Acc Module and APs (upto 200 APs) Duration 3 years	\$33,825.00	5%	\$29,778.13	1/A
SCI - SUP-5-M-5K-BLK1A4	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades, patches & Advanced HW Replacement of Controller Blade, Acc Module and APs (upto 200 APs) Duration 5 years	\$45,100.00	5%	\$37,489.38	1/A
SCI - SUP-1-M-5K-AM5040	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades, patches & Advanced HW Replacement of Acc Module Duration 1 year	\$1,275.00	5%	\$1,211.25	1/A
SCI - SUP-2-M-5K-AM5040	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades, patches & Advanced HW Replacement of Acc Module Duration 2 years	\$2,550.00	5%	\$2,422.50	1/A
SCI - SUP-3-M-5K-AM5040	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades, patches & Advanced HW Replacement of Acc Module Duration 3 years	\$3,825.00	5%	\$3,028.13	1/A
SCI - SUP-5-M-5K-AM5040	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades, patches & Advanced HW Replacement of Acc Module Duration 5 years	\$5,100.00	5%	\$4,230.38	1/A
SCI - SUP-1-M-5K-PS	7x24x365 TAC, L1, L2 & L3 Support & Advanced HW Replacement of Pwr Supply Duration 1 year	\$174.75	5%	\$166.01	1/A
SCI - SUP-2-M-5K-PS	7x24x365 TAC, L1, L2 & L3 Support & Advanced HW Replacement of Pwr Supply Duration 2 years	\$349.50	5%	\$332.03	1/A
SCI - SUP-3-M-5K-PS	7x24x365 TAC, L1, L2 & L3 Support & Advanced HW Replacement of Pwr Supply Duration 3 years	\$524.25	5%	\$415.03	1/A
SCI - SUP-5-M-5K-PS	7x24x365 TAC, L1, L2 & L3 Support & Advanced HW Replacement of Pwr Supply Duration 5 years	\$873.75	5%	\$682.35	1/A
SCI - SUP-1-M-5K-SH14	7x24x365 TAC, L1, L2 & L3 Support & Advanced HW Replacement of Shelf Mar Duration 1 year	\$124.75	5%	\$103.51	1/A
SCI - SUP-2-M-5K-SH14	7x24x365 TAC, L1, L2 & L3 Support & Advanced HW Replacement of Shelf Mar Duration 2 years	\$249.50	5%	\$207.03	1/A
SCI - SUP-3-M-5K-SH14	7x24x365 TAC, L1, L2 & L3 Support & Advanced HW Replacement of Shelf Mar Duration 3 years	\$374.25	5%	\$310.54	1/A
SCI - SUP-5-M-5K-SH14	7x24x365 TAC, L1, L2 & L3 Support & Advanced HW Replacement of Shelf Mar Duration 5 years	\$623.75	5%	\$511.56	1/A
Unbundled Support: Access Point Support ONLY					
SCI - SUP-1-A-P201-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 1 year	\$18.00	5%	\$17.10	1/A
SCI - SUP-2-A-P201-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 2 years	\$36.00	5%	\$34.20	1/A
SCI - SUP-3-A-P201-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 3 years	\$54.00	5%	\$51.75	1/A
SCI - SUP-5-A-P201-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 5 years	\$90.00	5%	\$85.85	1/A
SCI - SUP-1-A-P202-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 1 year	\$24.00	5%	\$22.80	1/A
SCI - SUP-2-A-P202-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 2 years	\$48.00	5%	\$45.60	1/A
SCI - SUP-3-A-P202-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 3 years	\$72.00	5%	\$68.40	1/A
SCI - SUP-5-A-P202-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 5 years	\$120.00	5%	\$114.25	1/A
SCI - SUP-1-A-P150-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 1 year	\$15.00	5%	\$14.25	1/A
SCI - SUP-2-A-P150-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 2 years	\$30.00	5%	\$28.50	1/A
SCI - SUP-3-A-P150-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 3 years	\$45.00	5%	\$42.75	1/A
SCI - SUP-5-A-P150-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 5 years	\$75.00	5%	\$71.25	1/A
SCI - SUP-1-A-P100CB-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 1 year	\$90.00	5%	\$84.55	1/A
SCI - SUP-2-A-P100CB-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 2 years	\$180.00	5%	\$169.10	1/A
SCI - SUP-3-A-P100CB-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 3 years	\$270.00	5%	\$253.65	1/A
SCI - SUP-5-A-P100CB-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 5 years	\$450.00	5%	\$424.40	1/A
SCI - SUP-1-A-P180-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 1 year	\$54.00	5%	\$51.30	1/A
SCI - SUP-2-A-P180-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 2 years	\$108.00	5%	\$102.60	1/A
SCI - SUP-3-A-P180-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 3 years	\$162.00	5%	\$153.90	1/A
SCI - SUP-5-A-P180-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 5 years	\$270.00	5%	\$257.55	1/A
SCI - SUP-1-A-P301-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 1 year	\$24.00	5%	\$22.80	1/A
SCI - SUP-2-A-P301-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 2 years	\$48.00	5%	\$45.60	1/A
SCI - SUP-3-A-P301-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 3 years	\$72.00	5%	\$68.40	1/A
SCI - SUP-5-A-P301-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 5 years	\$120.00	5%	\$114.25	1/A
SCI - SUP-1-A-P302-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 1 year	\$30.00	5%	\$28.50	1/A
SCI - SUP-2-A-P302-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 2 years	\$60.00	5%	\$57.00	1/A
SCI - SUP-3-A-P302-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 3 years	\$90.00	5%	\$85.50	1/A
SCI - SUP-5-A-P302-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 5 years	\$150.00	5%	\$142.50	1/A
SCI - SUP-1-A-P310-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 1 year	\$36.00	5%	\$34.20	1/A
SCI - SUP-2-A-P310-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 2 years	\$72.00	5%	\$68.40	1/A
SCI - SUP-3-A-P310-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 3 years	\$108.00	5%	\$102.60	1/A
SCI - SUP-5-A-P310-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 5 years	\$180.00	5%	\$171.75	1/A
SCI - SUP-1-A-P311-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 1 year	\$39.00	5%	\$37.05	1/A
SCI - SUP-2-A-P311-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 2 years	\$78.00	5%	\$74.10	1/A
SCI - SUP-3-A-P311-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 3 years	\$117.00	5%	\$111.15	1/A
SCI - SUP-5-A-P311-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 5 years	\$195.00	5%	\$184.75	1/A
SCI - SUP-1-A-P320-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 1 year	\$45.00	5%	\$42.75	1/A
SCI - SUP-2-A-P320-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 2 years	\$90.00	5%	\$85.50	1/A
SCI - SUP-3-A-P320-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 3 years	\$135.00	5%	\$128.25	1/A
SCI - SUP-5-A-P320-xx	7x24x365 TAC, L1, L2 & L3 Support & Advanced AP Replacement Duration 5 years	\$225.00	5%	\$213.75	1/A
Unbundled Support: Controller ONLY Support					
SCI - SUP-1-IC6050C-xx	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades, patches & Advanced Controller HW Replacement Duration 1 year	\$209.00	5%	\$199.55	1/A
SCI - SUP-2-IC6050C-xx	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades, patches & Advanced Controller HW Replacement Duration 2 years	\$418.00	5%	\$399.10	1/A
SCI - SUP-3-IC6050C-xx	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades, patches & Advanced Controller HW Replacement Duration 3 years	\$627.00	5%	\$598.65	1/A

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SCI - SUP-2-M-SK-BLK1A4CO	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades, patches & Advanced Controller HW Replacement Duration 2 years	\$14,550.00	5%	\$13,822.50				
SCI - SUP-3-M-SK-BLK1A4CO	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades, patches & Advanced Controller HW Replacement Duration 3 years	\$18,187.50	5%	\$17,278.13				
SCI - SUP-5-M-SK-BLK1A4CO	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades, patches & Advanced Controller HW Replacement Duration 5 years	\$28,875.00	5%	\$27,431.25				
	Support: Software Modules							
	Support: Controller AP Upgrade Modules							
SCI - SUP-1-M-1000-SD-15AP	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades and patches on System Director OS Duration 1 year	\$1,199.00	5%	\$1,139.05				
SCI - SUP-2-M-1000-SD-15AP	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades and patches on System Director OS Duration 2 year	\$2,398.00	5%	\$2,278.10				
SCI - SUP-3-M-1000-SD-15AP	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades and patches on System Director OS Duration 3 year	\$3,597.50	5%	\$3,417.63				
SCI - SUP-5-M-1000-SD-15AP	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades and patches on System Director OS Duration 5 years	\$4,196.50	5%	\$3,986.68				
SCI - SUP-1-M-3000-SD-25AP	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades and patches on System Director OS Duration 1 year	\$1,799.00	5%	\$1,709.05				
SCI - SUP-2-M-3000-SD-25AP	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades and patches on System Director OS Duration 2 year	\$3,598.00	5%	\$3,418.10				
SCI - SUP-3-M-3000-SD-25AP	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades and patches on System Director OS Duration 3 year	\$4,497.50	5%	\$4,272.63				
SCI - SUP-5-M-3000-SD-25AP	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades and patches on System Director OS Duration 5 years	\$6,296.50	5%	\$5,981.68				
SCI - SUP-1-M-2400-SD-25AP	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades and patches on System Director OS Duration 1 year	\$500.00	5%	\$475.00				
SCI - SUP-2-M-2400-SD-25AP	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades and patches on System Director OS Duration 2 years	\$1,000.00	5%	\$950.00				
SCI - SUP-3-M-2400-SD-25AP	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades and patches on System Director OS Duration 3 years	\$1,500.00	5%	\$1,425.00				
SCI - SUP-5-M-2400-SD-25AP	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades and patches on System Director OS Duration 5 years	\$1,750.00	5%	\$1,662.50				
SCI - SUP-1-M-2400-SD-50AP	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades and patches on System Director OS Duration 1 year	\$1,000.00	5%	\$950.00				
SCI - SUP-2-M-2400-SD-50AP	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades and patches on System Director OS Duration 2 years	\$2,000.00	5%	\$1,900.00				
SCI - SUP-3-M-2400-SD-50AP	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades and patches on System Director OS Duration 3 years	\$3,000.00	5%	\$2,850.00				
SCI - SUP-5-M-2400-SD-50AP	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades and patches on System Director OS Duration 5 years	\$3,500.00	5%	\$3,325.00				
SCI - SUP-1-M-4100-SD-100AP	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades and patches on System Director OS Duration 1 year	\$2,000.00	5%	\$1,900.00				
SCI - SUP-2-M-4100-SD-100AP	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades and patches on System Director OS Duration 2 years	\$4,000.00	5%	\$3,800.00				
SCI - SUP-3-M-4100-SD-100AP	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades and patches on System Director OS Duration 3 years	\$6,000.00	5%	\$5,700.00				
SCI - SUP-5-M-4100-SD-100AP	7x24x365 TAC, L1, L2 & L3 Support Includes SW upgrades and patches on System Director OS Duration 5 years	\$7,000.00	5%	\$6,650.00				
	Support: Redundancy Upgrade Modules							
SCI - SUP-1-M-C1015RN-UG-5	7x24x365 TAC, L1, L2 & L3 Support SW upgrades, maintenance and patches Duration 1 year	\$379.00	5%	\$360.05				
SCI - SUP-2-M-C1015RN-UG-5	7x24x365 TAC, L1, L2 & L3 Support SW upgrades, maintenance and patches Duration 2 years	\$758.00	5%	\$720.10				
SCI - SUP-3-M-C1015RN-UG-5	7x24x365 TAC, L1, L2 & L3 Support SW upgrades, maintenance and patches Duration 3 years	\$1,137.50	5%	\$1,080.15				
SCI - SUP-5-M-C1015RN-UG-5	7x24x365 TAC, L1, L2 & L3 Support SW upgrades, maintenance and patches Duration 5 years	\$1,517.00	5%	\$1,440.65				
SCI - SUP-1-M-C1030RN-UG-5	7x24x365 TAC, L1, L2 & L3 Support SW upgrades, maintenance and patches Duration 1 year	\$599.00	5%	\$569.05				
SCI - SUP-2-M-C1030RN-UG-5	7x24x365 TAC, L1, L2 & L3 Support SW upgrades, maintenance and patches Duration 2 years	\$1,198.00	5%	\$1,138.10				
SCI - SUP-3-M-C1030RN-UG-5	7x24x365 TAC, L1, L2 & L3 Support SW upgrades, maintenance and patches Duration 3 years	\$1,797.50	5%	\$1,722.63				
SCI - SUP-5-M-C1030RN-UG-5	7x24x365 TAC, L1, L2 & L3 Support SW upgrades, maintenance and patches Duration 5 years	\$2,097.00	5%	\$1,992.15				
SCI - SUP-1-M-C3025RN-UG-5	7x24x365 TAC, L1, L2 & L3 Support SW upgrades, maintenance and patches Duration 1 year	\$659.00	5%	\$626.05				
SCI - SUP-2-M-C3025RN-UG-5	7x24x365 TAC, L1, L2 & L3 Support SW upgrades, maintenance and patches Duration 2 years	\$1,318.00	5%	\$1,252.10				
SCI - SUP-3-M-C3025RN-UG-5	7x24x365 TAC, L1, L2 & L3 Support SW upgrades, maintenance and patches Duration 3 years	\$1,977.50	5%	\$1,866.15				
SCI - SUP-5-M-C3025RN-UG-5	7x24x365 TAC, L1, L2 & L3 Support SW upgrades, maintenance and patches Duration 5 years	\$2,307.00	5%	\$2,191.65				
SCI - SUP-1-M-C3050RN-UG-5	7x24x365 TAC, L1, L2 & L3 Support SW upgrades, maintenance and patches Duration 1 year	\$1,019.00	5%	\$968.05				
SCI - SUP-2-M-C3050RN-UG-5	7x24x365 TAC, L1, L2 & L3 Support SW upgrades, maintenance and patches Duration 2 years	\$2,038.00	5%	\$1,936.10				
SCI - SUP-3-M-C3050RN-UG-5	7x24x365 TAC, L1, L2 & L3 Support SW upgrades, maintenance and patches Duration 3 years	\$3,057.50	5%	\$2,920.15				
SCI - SUP-5-M-C3050RN-UG-5	7x24x365 TAC, L1, L2 & L3 Support SW upgrades, maintenance and patches Duration 5 years	\$3,507.00	5%	\$3,368.05				
SCI - SUP-1-M-C3075RN-UG-5	7x24x365 TAC, L1, L2 & L3 Support SW upgrades, maintenance and patches Duration 1 year	\$1,379.00	5%	\$1,310.05				
SCI - SUP-2-M-C3075RN-UG-5	7x24x365 TAC, L1, L2 & L3 Support SW upgrades, maintenance and patches Duration 2 years	\$2,758.00	5%	\$2,620.10				

SCI - SUP-5 M 13075RN-UG-5	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 3 years	\$3,447.50	5%	\$3,275.13	U/A
SCI - SUP-5 M 13075RN-UG-5	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 5 years	\$4,827.00	5%	\$4,585.65	U/A
SCI - SUP-1 M 13100RN-UG-5	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 1 year	\$1,739.00	5%	\$1,652.05	U/A
SCI - SUP-2 M 13100RN-UG-5	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 2 years	\$3,478.00	5%	\$3,304.10	U/A
SCI - SUP-3 M 13100RN-UG-5	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 3 years	\$4,247.50	5%	\$4,130.13	U/A
SCI - SUP-5 M 13100RN-UG-5	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 5 years	\$6,067.00	5%	\$5,782.65	U/A
SCI - SUP-1 M 13150RN-UG-5	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 1 year	\$2,219.00	5%	\$2,108.05	U/A
SCI - SUP-2 M 13150RN-UG-5	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 2 years	\$4,438.00	5%	\$4,216.10	U/A
SCI - SUP-3 M 13150RN-UG-5	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 3 years	\$5,547.50	5%	\$5,270.13	U/A
SCI - SUP-5 M 13150RN-UG-5	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 5 years	\$7,767.00	5%	\$7,378.65	U/A
SCI - SUP-2 M 15000RN-UG-5	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 2 years	\$3,298.00	5%	\$3,128.10	U/A
SCI - SUP-3 M 15000RN-UG-5	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 3 years	\$4,737.50	5%	\$4,510.13	U/A
SCI - SUP-5 M 15000RN-UG-5	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 5 years	\$6,447.00	5%	\$6,174.65	U/A
SCI - SUP-1 M 1504100RN-UG-5	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 1 year	\$3,500.00	5%	\$3,320.00	U/A
SCI - SUP-2 M 1504100RN-UG-5	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 2 years	\$7,200.00	5%	\$6,840.00	U/A
SCI - SUP-3 M 1504100RN-UG-5	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 3 years	\$9,000.00	5%	\$8,550.00	U/A
SCI - SUP-5 M 1504100RN-UG-5	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 5 years	\$12,600.00	5%	\$11,970.00	U/A
Support: Enterprise Mesh Module							
SCI - SUP-1 MESH-2	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 1 year	\$239.00	5%	\$227.05	U/A
SCI - SUP-2 MESH-2	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 2 years	\$478.00	5%	\$454.10	U/A
SCI - SUP-3 MESH-2	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 3 years	\$717.00	5%	\$680.15	U/A
SCI - SUP-5 MESH-2	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 5 years	\$956.00	5%	\$905.05	U/A
SCI - SUP-1 MESH-5	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 1 year	\$500.00	5%	\$475.00	U/A
SCI - SUP-2 MESH-5	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 2 years	\$1,000.00	5%	\$950.00	U/A
SCI - SUP-3 MESH-5	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 3 years	\$1,500.00	5%	\$1,425.00	U/A
SCI - SUP-5 MESH-5	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 5 years	\$2,000.00	5%	\$1,912.50	U/A
SCI - SUP-1 MESH-10	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 1 year	\$1,000.00	5%	\$950.00	U/A
SCI - SUP-2 MESH-10	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 2 years	\$2,000.00	5%	\$1,900.00	U/A
SCI - SUP-3 MESH-10	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 3 years	\$3,000.00	5%	\$2,850.00	U/A
SCI - SUP-5 MESH-10	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 5 years	\$4,000.00	5%	\$3,800.00	U/A
SCI - SUP-1 MESH-125	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 1 year	\$2,899.00	5%	\$2,754.05	U/A
SCI - SUP-2 MESH-25	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 2 years	\$5,798.00	5%	\$5,508.10	U/A
SCI - SUP-3 MESH-25	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 3 years	\$8,697.00	5%	\$8,262.15	U/A
SCI - SUP-5 MESH-25	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 5 years	\$11,596.00	5%	\$11,016.05	U/A
SCI - SUP-1 MESH-50	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 1 year	\$5,599.00	5%	\$5,319.05	U/A
SCI - SUP-2 MESH-50	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 2 years	\$11,198.00	5%	\$10,638.10	U/A
SCI - SUP-3 MESH-50	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 3 years	\$16,797.00	5%	\$15,957.15	U/A
SCI - SUP-5 MESH-50	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 5 years	\$22,396.00	5%	\$21,317.15	U/A
Support: Meru Security Gateway							
SCI - SUP-1 S-1000	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches & Advanced HW Replacement	Duration 1 year	\$4,000.00	5%	\$3,800.00	U/A
SCI - SUP-2 S-1000	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches & Advanced HW Replacement	Duration 2 years	\$8,000.00	5%	\$7,600.00	U/A
SCI - SUP-3 S-1000	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches & Advanced HW Replacement	Duration 3 years	\$12,000.00	5%	\$11,400.00	U/A
SCI - SUP-5 S-1000	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches & Advanced HW Replacement	Duration 5 years	\$16,000.00	5%	\$15,200.00	U/A
SCI - SUP-1 S-1000-U150	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 1 year	\$800.00	5%	\$760.00	U/A
SCI - SUP-2 S-1000-U150	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 2 years	\$1,600.00	5%	\$1,520.00	U/A
SCI - SUP-3 S-1000-U150	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 3 years	\$2,400.00	5%	\$2,300.00	U/A
SCI - SUP-5 S-1000-U150	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 5 years	\$3,200.00	5%	\$3,040.00	U/A
SCI - SUP-1 S-1000-U100	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 1 year	\$1,600.00	5%	\$1,520.00	U/A
SCI - SUP-2 S-1000-U100	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 2 years	\$3,200.00	5%	\$3,040.00	U/A
SCI - SUP-3 S-1000-U100	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 3 years	\$4,800.00	5%	\$4,560.00	U/A
SCI - SUP-5 S-1000-U100	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 5 years	\$6,400.00	5%	\$6,080.00	U/A
SCI - SUP-1 S-1000-U250	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 1 year	\$3,200.00	5%	\$3,040.00	U/A
SCI - SUP-2 S-1000-U250	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 2 years	\$6,400.00	5%	\$6,080.00	U/A
SCI - SUP-3 S-1000-U250	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 3 years	\$9,600.00	5%	\$9,120.00	U/A
SCI - SUP-5 S-1000-U250	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 5 years	\$12,800.00	5%	\$12,160.00	U/A
SCI - SUP-1 S-1000-U500	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 1 year	\$8,000.00	5%	\$7,600.00	U/A
SCI - SUP-2 S-1000-U500	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 2 years	\$16,000.00	5%	\$15,200.00	U/A
SCI - SUP-3 S-1000-U500	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 3 years	\$24,000.00	5%	\$22,800.00	U/A
SCI - SUP-5 S-1000-U500	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 5 years	\$32,000.00	5%	\$30,400.00	U/A
SCI - SUP-1 S-1000-U1000	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 1 year	\$16,000.00	5%	\$15,200.00	U/A
SCI - SUP-2 S-1000-U1000	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 2 years	\$32,000.00	5%	\$30,400.00	U/A
SCI - SUP-3 S-1000-U1000	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 3 years	\$48,000.00	5%	\$45,600.00	U/A
SCI - SUP-5 S-1000-U1000	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 5 years	\$64,000.00	5%	\$60,800.00	U/A
SCI - SUP-1 S-1000-U2000	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 1 year	\$32,000.00	5%	\$30,400.00	U/A
SCI - SUP-2 S-1000-U2000	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 2 years	\$64,000.00	5%	\$60,800.00	U/A
SCI - SUP-3 S-1000-U2000	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 3 years	\$96,000.00	5%	\$91,200.00	U/A
SCI - SUP-5 S-1000-U2000	7x24x365 TAC L1, L2 & L3 Support	Includes SW upgrades, patches	Duration 5 years	\$128,000.00	5%	\$121,600.00	U/A

SCI - SUP-5 E:RF-NM B2000	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 5 years	\$23,520.00	5%	\$22,344.00	N/A
SCI - SUP-1 E:RF-NM B5000	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 1 year	\$7,200.00	5%	\$6,840.00	N/A
SCI - SUP-2 E:RF-NM B5000	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 2 years	\$14,400.00	5%	\$13,680.00	N/A
SCI - SUP-3 E:RF-NM B5000	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 3 years	\$18,000.00	5%	\$17,100.00	N/A
SCI - SUP-5 E:RF-NM B5000	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 5 years	\$25,200.00	5%	\$23,940.00	N/A
	Support: E:RF Visualize 2 x				
SCI - SUP-1 E:RF-NM-VIS50	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 1 year	\$1,000.00	5%	\$950.00	N/A
SCI - SUP-2 E:RF-NM-VIS50	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 2 years	\$2,000.00	5%	\$1,900.00	N/A
SCI - SUP-3 E:RF-NM-VIS50	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 3 years	\$3,000.00	5%	\$2,850.00	N/A
SCI - SUP-5 E:RF-NM-VIS50	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 5 years	\$5,000.00	5%	\$4,750.00	N/A
SCI - SUP-1 E:RF-NM-VIS100	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 1 year	\$1,200.00	5%	\$1,140.00	N/A
SCI - SUP-2 E:RF-NM-VIS100	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 2 years	\$2,400.00	5%	\$2,280.00	N/A
SCI - SUP-3 E:RF-NM-VIS100	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 3 years	\$3,600.00	5%	\$3,420.00	N/A
SCI - SUP-5 E:RF-NM-VIS100	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 5 years	\$4,200.00	5%	\$3,990.00	N/A
SCI - SUP-1 E:RF-NM-VIS250	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 1 years	\$2,000.00	5%	\$1,900.00	N/A
SCI - SUP-2 E:RF-NM-VIS250	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 2 years	\$4,000.00	5%	\$3,800.00	N/A
SCI - SUP-3 E:RF-NM-VIS250	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 3 years	\$6,000.00	5%	\$5,700.00	N/A
SCI - SUP-5 E:RF-NM-VIS250	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 5 years	\$7,000.00	5%	\$6,650.00	N/A
SCI - SUP-1 E:RF-NM-VIS500	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 1 year	\$3,000.00	5%	\$2,850.00	N/A
SCI - SUP-2 E:RF-NM-VIS500	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 2 years	\$6,000.00	5%	\$5,700.00	N/A
SCI - SUP-3 E:RF-NM-VIS500	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 3 years	\$7,500.00	5%	\$7,125.00	N/A
SCI - SUP-5 E:RF-NM-VIS500	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 5 years	\$10,500.00	5%	\$9,975.00	N/A
SCI - SUP-1 E:RF-NM-VIS1000	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 1 year	\$4,000.00	5%	\$3,800.00	N/A
SCI - SUP-2 E:RF-NM-VIS1000	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 2 years	\$8,000.00	5%	\$7,600.00	N/A
SCI - SUP-3 E:RF-NM-VIS1000	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 3 years	\$10,000.00	5%	\$9,500.00	N/A
SCI - SUP-5 E:RF-NM-VIS1000	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 5 years	\$14,000.00	5%	\$13,300.00	N/A
SCI - SUP-1 E:RF-NM-VIS2000	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 1 year	\$5,000.00	5%	\$4,750.00	N/A
SCI - SUP-2 E:RF-NM-VIS2000	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 2 years	\$11,000.00	5%	\$10,450.00	N/A
SCI - SUP-3 E:RF-NM-VIS2000	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 3 years	\$14,000.00	5%	\$13,300.00	N/A
SCI - SUP-5 E:RF-NM-VIS2000	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 5 years	\$19,000.00	5%	\$18,025.00	N/A
SCI - SUP-1 E:RF-NM-VIS3000	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 1 year	\$6,000.00	5%	\$5,700.00	N/A
SCI - SUP-2 E:RF-NM-VIS3000	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 2 years	\$12,000.00	5%	\$11,400.00	N/A
SCI - SUP-3 E:RF-NM-VIS3000	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 3 years	\$15,000.00	5%	\$14,250.00	N/A
SCI - SUP-5 E:RF-NM-VIS3000	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 5 years	\$21,000.00	5%	\$19,950.00	N/A
	Support: E:RF 2 x Upgrade SKUs				
SCI - SUP-1 E:RF-NM-BASE-U100	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 1 year	\$1,200.00	5%	\$1,140.00	N/A
SCI - SUP-2 E:RF-NM-BASE-U100	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 2 years	\$2,400.00	5%	\$2,280.00	N/A
SCI - SUP-3 E:RF-NM-BASE-U100	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 3 years	\$3,600.00	5%	\$3,420.00	N/A
SCI - SUP-5 E:RF-NM-BASE-U100	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 5 years	\$4,200.00	5%	\$3,990.00	N/A
SCI - SUP-1 E:RF-NM-BASE-U500	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 1 year	\$2,400.00	5%	\$2,280.00	N/A
SCI - SUP-2 E:RF-NM-BASE-U500	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 2 years	\$4,800.00	5%	\$4,560.00	N/A
SCI - SUP-3 E:RF-NM-BASE-U500	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 3 years	\$6,000.00	5%	\$5,700.00	N/A
SCI - SUP-5 E:RF-NM-BASE-U500	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 5 years	\$6,400.00	5%	\$6,080.00	N/A
SCI - SUP-1 E:RF-NM-VIS-U100	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 1 year	\$1,000.00	5%	\$950.00	N/A
SCI - SUP-2 E:RF-NM-VIS-U100	7x24x365 TAC, L1, L2 & L3 Support, SW upgrades, maintenance and patches, Duration 2 years	\$2,000.00	5%	\$1,900.00	N/A

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Tab2 - Product Service Offerings

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SCI - SUP-3-E:RF-NM-VIS- U1100	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 3 years	\$2,497.50	5%	\$2,372.63	N/A
SCI - SUP-5-E:RF-NM-VIS- U1100	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 5 years	\$2,497.50	5%	\$2,372.63	N/A
SCI - SUP-1-E:RF-NM-VIS- U500	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 1 year	\$2,000.00	5%	\$1,900.00	N/A
SCI - SUP-2-E:RF-NM-VIS- U500	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 2 years	\$4,000.00	5%	\$3,800.00	N/A
SCI - SUP-3-E:RF-NM-VIS- U500	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 3 years	\$6,000.00	5%	\$5,700.00	N/A
SCI - SUP-5-E:RF-NM-VIS- U500	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 5 years	\$7,000.00	5%	\$6,650.00	N/A
Support: Ekahau Site Survey (ESS)							
SCI - SUP-1-E:S-PRO	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 1 year	\$900.00	5%	\$855.00	N/A
SCI - SUP-2-E:S-PRO	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 2 years	\$1,800.00	5%	\$1,710.00	N/A
SCI - SUP-3-E:S-PRO	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 3 years	\$2,700.00	5%	\$2,565.00	N/A
SCI - SUP-5-E:S-PRO	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 5 years	\$3,150.00	5%	\$2,992.50	N/A
Support: Services: Appliance, EzRF Location Manager and Location Firewall							
SCI - SUP-1-S-1000	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 1 year	\$1,400.00	5%	\$1,330.00	N/A
SCI - SUP-2-S-1000	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 2 years	\$2,800.00	5%	\$2,660.00	N/A
SCI - SUP-3-S-1000	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 3 years	\$3,500.00	5%	\$3,325.00	N/A
SCI - SUP-5-S-1000	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 5 years	\$1,900.00	5%	\$1,805.00	N/A
SCI - SUP-1-E:RF-LM-500	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 1 year	\$500.00	5%	\$475.00	N/A
SCI - SUP-2-E:RF-LM-500	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 2 years	\$1,000.00	5%	\$950.00	N/A
SCI - SUP-3-E:RF-LM-500	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 3 years	\$1,500.00	5%	\$1,425.00	N/A
SCI - SUP-5-E:RF-LM-500	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 5 years	\$2,100.00	5%	\$1,995.00	N/A
SCI - SUP-1-E:RF-LM-4000	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 1 year	\$3,000.00	5%	\$2,850.00	N/A
SCI - SUP-2-E:RF-LM-4000	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 2 years	\$6,000.00	5%	\$5,700.00	N/A
SCI - SUP-3-E:RF-LM-4000	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 3 years	\$7,500.00	5%	\$7,125.00	N/A
SCI - SUP-5-E:RF-LM-4000	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 5 years	\$10,500.00	5%	\$9,975.00	N/A
SCI - SUP-1-E:RF-LF-500	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 1 year	\$400.00	5%	\$380.00	N/A
SCI - SUP-2-E:RF-LF-500	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 2 years	\$800.00	5%	\$760.00	N/A
SCI - SUP-3-E:RF-LF-500	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 3 years	\$1,000.00	5%	\$950.00	N/A
SCI - SUP-5-E:RF-LF-500	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 5 years	\$1,400.00	5%	\$1,330.00	N/A
SCI - SUP-1-E:RF-LF-4000	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 1 year	\$1,400.00	5%	\$1,330.00	N/A
SCI - SUP-2-E:RF-LF-4000	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 2 years	\$2,800.00	5%	\$2,660.00	N/A
SCI - SUP-3-E:RF-LF-4000	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 3 years	\$3,500.00	5%	\$3,325.00	N/A
SCI - SUP-5-E:RF-LF-4000	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 5 years	\$4,900.00	5%	\$4,655.00	N/A
Support: EzRF Location Manager and Location Firewall Upgrades							
SCI - SUP-1-E:RF-LM-U3500	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 1 year	\$2,800.00	5%	\$2,660.00	N/A
SCI - SUP-2-E:RF-LM-U3500	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 2 years	\$5,600.00	5%	\$5,320.00	N/A
SCI - SUP-3-E:RF-LM-U3500	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 3 years	\$7,000.00	5%	\$6,650.00	N/A
SCI - SUP-5-E:RF-LM-U3500	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 5 years	\$10,800.00	5%	\$10,260.00	N/A
SCI - SUP-1-E:RF-LF-U3500	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 1 year	\$1,400.00	5%	\$1,330.00	N/A
SCI - SUP-2-E:RF-LF-U3500	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 2 years	\$2,800.00	5%	\$2,660.00	N/A
SCI - SUP-3-E:RF-LF-U3500	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 3 years	\$3,500.00	5%	\$3,325.00	N/A
SCI - SUP-5-E:RF-LF-U3500	7x24x365 TAC L1, L2 & L3 Support	SW upgrades, maintenance and patches	Duration 5 years	\$4,900.00	5%	\$4,655.00	N/A
Support: Location Management -- Active Asset Software, Asset Tags							
SCI - SUP-1-A-0650T	Active Asset Annual Software Support 50 Tracked Assets			\$3,599.00	5%	\$3,419.05	N/A
SCI - SUP-1-A-0250T	Active Asset Annual Software Support 250 Tracked Assets			\$11,999.00	5%	\$11,399.05	N/A
SCI - SUP-1-A-0500T	Active Asset Annual Software Support 500 Tracked Assets			\$17,999.00	5%	\$17,099.05	N/A
SCI - SUP-1-A-1000T	Active Asset Annual Software Support 1000 Tracked Assets			\$28,799.00	5%	\$27,359.05	N/A
SCI - SUP-1-A-2000T	Active Asset Annual Software Support 2000 Tracked Assets			\$52,799.00	5%	\$50,159.05	N/A
SCI - SUP-1-A-0320	(WiFi Asset Tag Annual Support for each Asset Tag)			\$24.00	5%	\$22.80	N/A
Support: MeruAssure Premium							
Support: MC3000, MC4100 Controllers							
SCI - SUP-P1 MC3050-xx	7x24x365 TAC, L1, L2 & L3 Support	Includes SW upgrades, patches & Advanced HW Replacement of Controllers and APs (upto 50 APs) 4 days of Onsite Support included. To be used within first year. If not used within first year, no credit is provided	Support Duration 1 year	\$9,959.00	5%	\$9,459.05	N/A
SCI - SUP-P2 MC3050-xx	7x24x365 TAC, L1, L2 & L3 Support	Includes SW upgrades, patches & Advanced HW Replacement of Controllers and APs (upto 50 APs) 4 days of Onsite Support included. To be used within first year. If not used within first year, no credit is provided to the customer. Support Duration 2 years		\$14,498.00	5%	\$13,773.10	N/A
SCI - SUP-P3 MC3050-xx	7x24x365 TAC, L1, L2 & L3 Support	Includes SW upgrades, patches & Advanced HW Replacement of Controllers and APs (upto 50 APs) 4 days of Onsite Support included. To be used within first year. If not used within first year, no credit is provided	Support Duration 3 years	\$19,622.00	5%	\$18,790.90	N/A
SCI - SUP-P5 MC3050-xx	7x24x365 TAC, L1, L2 & L3 Support	Includes SW upgrades, patches & Advanced HW Replacement of Controllers and APs (upto 50 APs) 4 days of Onsite Support included. To be used within first year. If not used within first year, no credit is provided	Support Duration 5 years	\$20,872.00	5%	\$19,828.40	N/A
SCI - SUP-P1 MC3075-xx	7x24x365 TAC, L1, L2 & L3 Support	Includes SW upgrades, patches & Advanced HW Replacement of Controllers and APs (upto 75 APs) 4 days of Onsite Support included. To be used within first year. If not used within first year, no credit is provided	Support Duration 1 year	\$11,749.00	5%	\$11,161.55	N/A
SCI - SUP-P2 MC3075-xx	7x24x365 TAC, L1, L2 & L3 Support	Includes SW upgrades, patches & Advanced HW Replacement of Controllers and APs (upto 75 APs) 4 days of Onsite Support included. To be used within first year. If not used within first year, no credit is provided	Support Duration 2 years	\$17,494.50	5%	\$16,622.03	N/A
SCI - SUP-P3 MC3075-xx	7x24x365 TAC, L1, L2 & L3 Support	Includes SW upgrades, patches & Advanced HW Replacement of Controllers and APs (upto 75 APs) 4 days of Onsite Support included. To be used within first year. If not used within first year, no credit is provided	Support Duration 3 years	\$20,371.98	5%	\$19,393.26	N/A
SCI - SUP-P5 MC3075-xx	7x24x365 TAC, L1, L2 & L3 Support	Includes SW upgrades, patches & Advanced HW Replacement of Controllers and APs (upto 75 APs) 4 days of Onsite Support included. To be used within first year. If not used within first year, no credit is provided	Support Duration 5 years	\$26,127.00	5%	\$24,815.90	N/A
SCI - SUP-P1 MC3100-xx	7x24x365 TAC, L1, L2 & L3 Support	Includes SW upgrades, patches & Advanced HW Replacement of Controllers and APs (upto 100 APs) 4 days of Onsite Support included. To be used within first year. If not used within first year, no credit is provided	Support Duration 1 year	\$13,248.75	5%	\$12,586.31	N/A

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 Tab2 - Product Service Offerings

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Indicated in the All Pricing Tab									
MPLS Switches									
Alcatel 7705 MPLS Service Aggregation Router									
SCI-ALU-SAR	SAR 6 Shelf		\$787.00	10%	\$708.30				
SCI-ALU-FAN	Fan Module		\$304.00	10%	\$273.60				
SCI-ALU-POW	Power Cable (4M)		\$118.00	10%	\$106.20				
SCI-ALU-SL	SAR Release 1.1 OS License		\$669.00	10%	\$602.10				
SCI-ALU-CSM	Control Switch Module		\$2,045.00	10%	\$1,840.50				
SCI-ALU-ASAP	16 Port T1/E1 ASAP Card		\$3,304.00	10%	\$2,973.60				
SCI-ALU-AWG	T1/E1 Cable 26 AWG Open Ended		\$590.00	10%	\$531.00				
SCI-ALU-ETHC	8 Port GbE/FE Ethernet Card		\$3,304.00	10%	\$2,973.60				
SCI-ALU-GISE	GeX SX SFP Optical Module LC		\$315.00	10%	\$283.50				
SCI-OAR5510-TE	Omni Access 5510 with 1 T1 port (Unified Services Gateway Router)		\$1,984.00	10%	\$1,785.60				
SCI-OAR5510-R	Omni Access 5510 with 1 universal serial port (Unified Services Gateway Router)		\$1,800.00	10%	\$1,620.00				
SCI-OAR5510-VA	Omni Access 5510 with 1 TDSL 2+ Annex A port (Unified Services Gateway Router)		\$1,100.00	10%	\$990.00				
SCI-OAR5510-AB	Omni Access 5510 with 1 TDSL 2+ Annex B port (Unified Services Gateway Router)		\$1,100.00	10%	\$990.00				
SCI-OAR5510-RM 19	Omni Access Rack Mount Shelf		\$167.00	10%	\$150.30				
SCI-OAR5510-PSAC	Omni Access AC Power Supply Unit		\$265.00	10%	\$238.50				
SCI-OAR5510-PSDC	Omni Access DC Power Supply Unit		\$278.00	10%	\$250.20				
DragonWave									
Horizon Compact Platform									
High Power Compact Radios -- 11 GHz (18 and 23 GHz High Power can be substituted)									
SCI-HC-010-H-P-11-B1-00-C-R	Horizon Compact 10 High Power 11 GHz Band 1 No Antenna Copper 100/1000bT Rel 1		\$12,000.00	10%	\$10,800.00				
SCI-HC-050-H-P-11-B1-00-C-R	Horizon Compact 50 High Power 11 GHz Band 1 No Antenna Copper 100/1000bT Rel 1		\$13,900.00	10%	\$12,510.00				
SCI-HC-100-H-P-11-B1-00-C-R	Horizon Compact 100 High Power 11 GHz Band 1 No Antenna Copper 100/1000bT Rel 1		\$14,500.00	10%	\$13,050.00				
SCI-HC-200-H-P-11-B1-00-C-R	Horizon Compact 200 High Power 11 GHz Band 1 No Antenna Copper 100/1000bT Rel 1		\$16,500.00	10%	\$14,850.00				
SCI-HC-300-H-P-11-B1-00-C-R	Horizon Compact 300 High Power 11 GHz Band 1 No Antenna Copper 100/1000bT Rel 1		\$18,000.00	10%	\$16,200.00				
SCI-HC-400-H-P-11-B1-00-C-R	Horizon Compact 400 High Power 11 GHz Band 1 No Antenna Copper 100/1000bT Rel 1		\$18,000.00	10%	\$16,200.00				
Standard Power Radios -- 18 GHz (23 GHz and 24 GHz Unlicensed can be substituted)									
SCI-HC-010-S-P-18-B1-00-C-R	Horizon Compact 10 Standard Power 18 GHz Band 1 No Antenna Copper 100/1000bT Rel 1		\$11,000.00	10%	\$9,900.00				
SCI-HC-050-S-P-18-B1-00-C-R	Horizon Compact 50 Standard Power 18 GHz Band 1 No Antenna Copper 100/1000bT Rel 1		\$12,500.00	10%	\$11,250.00				
SCI-HC-100-S-P-18-B1-00-C-R	Horizon Compact 100 Standard Power 18 GHz Band 1 No Antenna Copper 100/1000bT Rel 1		\$13,500.00	10%	\$12,150.00				
SCI-HC-200-S-P-18-B1-00-C-R	Horizon Compact 200 Standard Power 18 GHz Band 1 No Antenna Copper 100/1000bT Rel 1		\$15,500.00	10%	\$13,950.00				
SCI-HC-300-S-P-18-B1-00-C-R	Horizon Compact 300 Standard Power 18 GHz Band 1 No Antenna Copper 100/1000bT Rel 1		\$17,000.00	10%	\$15,300.00				
SCI-HC-400-S-P-18-B1-00-C-R	Horizon Compact 400 Standard Power 18 GHz Band 1 No Antenna Copper 100/1000bT Rel 1		\$18,500.00	10%	\$16,650.00				
Antenna Sizes (Pick 2 per link) -- Other frequencies can be substituted in the part number									
SCI-A-ANT-1-G-24-C	Antenna 11 GHz 2' Antenna Clip Mount		\$1,000.00	7%	\$930.00				
SCI-A-ANT-1-G-30-C	Antenna 11 GHz 2' 5" Antenna Clip Mount		\$1,750.00	7%	\$1,622.50				
SCI-A-ANT-1-G-38-C	Antenna 11 GHz 3' Antenna Clip Mount		\$1,750.00	7%	\$1,622.50				
SCI-A-ANT-1-G-48-C	Antenna 11 GHz 4' Antenna Clip Mount		\$2,750.00	7%	\$2,552.50				
SCI-A-ANT-1-G-72-C	Antenna 11 GHz 6' Antenna Clip Mount		\$4,750.00	7%	\$4,412.50				
Optional Pre Connectorized Cable (Pick 1 per end)									
SCI-A-CAB-H-C-30-R-1	Horizon Compact Copper Cable CAT5E 30 m		\$300.00	5%	\$285.00				
SCI-A-CAB-H-C-60-R-1	Horizon Compact Copper Cable CAT5E 60 m		\$400.00	5%	\$380.00				
SCI-A-CAB-H-C-100-R-1	Horizon Compact Copper Cable CAT5E 100 m		\$500.00	5%	\$475.00				
Dragonwave Install kits (With NO connectors is purchasing DW pre-fab cables) -- 1 per link									
SCI-A-INK-H-C-AC-NA-R1	Horizon Compact No CAT5E connectors AC Install Kit (N America)		\$800.00	5%	\$760.00				
SCI-A-INK-H-C-AC-NA-R1	Horizon Compact CAT5E Connectors AC Install Kit (N America) - Incl. 4 Glands and 8 RJ-45 Connectors		\$1,000.00	5%	\$950.00				
Optional Service Plans									
SCI-S-WTY-H-C-GL-1YR	1 Year Horizon Compact Global Extended Warranty - Purchased in First year		\$750.00	5%	\$712.50				
SCI-S-ARP-H-C-GL-1YR	1 Year Horizon Compact Global Advanced replacement (Next Business Day) - Purchased in First year		\$900.00	5%	\$855.00				
SCI-S-ARP-H-C-GL-3YR	3 Year Horizon Compact Global Advanced replacement (Next Business Day) - Incl Warranty - Purchased in First year		\$2,700.00	5%	\$2,565.00				
SCI-S-ARP-H-C-GL-5YR	5 Year Horizon Compact Global Advanced replacement (Next Business Day) - Includes Warranty - Purchased in First year		\$4,400.00	5%	\$4,180.00				
Future Bandwidth Upgrades									
SCI-A-UPG-H-W-010-020-HC	Horizon Compact Upgrade 10 Mbps to 20 Mbps (Per Link)		\$750.00	5%	\$712.50				
SCI-A-UPG-H-W-020-040-HC	Horizon Compact Upgrade 20 Mbps to 40 Mbps (Per Link)		\$750.00	5%	\$712.50				
SCI-A-UPG-H-W-040-050-HC	Horizon Compact Upgrade 40 Mbps to 50 Mbps (Per Link)		\$750.00	5%	\$712.50				
SCI-A-UPG-H-W-050-100-HC	Horizon Compact Upgrade 50 Mbps to 100 Mbps (Per Link)		\$1,250.00	5%	\$1,187.50				
SCI-A-UPG-H-W-100-150-HC	Horizon Compact Upgrade 100 Mbps to 150 Mbps (Per Link)		\$1,250.00	5%	\$1,187.50				
SCI-A-UPG-H-W-150-200-HC	Horizon Compact Upgrade 150 Mbps to 200 Mbps (Per Link)		\$1,250.00	5%	\$1,187.50				
SCI-A-UPG-H-W-200-300-HC	Horizon Compact Upgrade 200 Mbps to 300 Mbps (Per Link)		\$2,000.00	5%	\$1,900.00				
SCI-A-UPG-H-W-300-350-HC	Horizon Compact Upgrade 300 Mbps to 350 Mbps (Per Link)		\$1,000.00	5%	\$950.00				
SCI-A-UPG-H-W-350-400-HC	Horizon Compact Upgrade 350 Mbps to 400 Mbps (Per Link)		\$1,000.00	5%	\$950.00				
Bandwidth Doubling									
--add second radio pair, cables and install kit, plus 2 DPRM (1 per end)									
SCI-D-OPT-H-W-R-DPRM-11	11 GHz Dual Pole Rigid Mount (DPRM)		\$1,000.00	5%	\$950.00				
Horizon DUO Platform									
High Power Radios SSU -- 11 GHz (18 and 23 GHz High Power can be substituted)									
SCI-HD-100-SP-11-HA-a-00-S	Horizon Duo 100 Standard Power 11 GHz FCC Band a No Antenna Single Channel Single Radio 48V DC Rel 1		\$19,000.00	10%	\$17,100.00				
SCI-HD-200-SP-11-HA-a-00-S	Horizon Duo 200 Standard Power 11 GHz FCC Band a No Antenna Single Channel Single Radio 48V DC Rel 1		\$20,000.00	10%	\$18,000.00				

SCI - HD-500-SP-11-NA-a-00-S	Horizon Duo 300 Standard Power 11 GHz FCC Band a No Antenna Single Channel Single Radio 48V DC Ref 1	\$21,000.00	10%	\$18,900.00		data sheets/ Horizon Duo Datasheet V1 3.pdf
Standard Power Radios 55U -- 18 GHz (23 GHz can be substituted)						
SCI - HD-100-SP-18-NA-b-00-S	Horizon Duo 100 Standard Power 18 GHz FCC Band b No Antenna Single Channel Single Radio 48V DC Ref 1	\$17,000.00	10%	\$15,300.00		data sheets/ Horizon Duo Datasheet V1 3.pdf
SCI - HD-200-SP-18-NA-b-00-S	Horizon Duo 200 Standard Power 18 GHz FCC Band b No Antenna Single Channel Single Radio 48V DC Ref 1	\$18,000.00	10%	\$16,200.00		data sheets/ Horizon Duo Datasheet V1 3.pdf
SCI - HD-300-SP-18-NA-b-00-S	Horizon Duo 300 Standard Power 18 GHz FCC Band b No Antenna Single Channel Single Radio 48V DC Ref 1	\$19,000.00	10%	\$17,100.00		data sheets/ Horizon Duo Datasheet V1 3.pdf
SCI - HD-400-SP-18-NA-b-00-S	Horizon Duo 400 Standard Power 18 GHz FCC Band b No Antenna Single Channel Single Radio 48V DC Ref 1	\$20,000.00	10%	\$18,000.00		data sheets/ Horizon Duo Datasheet V1 3.pdf
High Power Radios DSU -- 11 GHz (18 and 23 GHz High Power can be substituted)						
SCI - HD-100-SP-11-NA-a-00-D	Horizon Duo 100 Standard Power 11 GHz FCC Band a No Antenna Dual Channel Single Radio 48V DC Ref 1	\$23,000.00	10%	\$20,700.00		data sheets/ Horizon Duo Datasheet V1 3.pdf
SCI - HD-200-SP-11-NA-a-00-D	Horizon Duo 200 Standard Power 11 GHz FCC Band a No Antenna Dual Channel Single Radio 48V DC Ref 1	\$24,000.00	10%	\$21,600.00		data sheets/ Horizon Duo Datasheet V1 3.pdf
SCI - HD-300-SP-11-NA-a-00-D	Horizon Duo 300 Standard Power 11 GHz FCC Band a No Antenna Dual Channel Single Radio 48V DC Ref 1	\$25,000.00	10%	\$22,500.00		data sheets/ Horizon Duo Datasheet V1 3.pdf
SCI - HD-400-SP-11-NA-a-00-D	Horizon Duo 400 Standard Power 11 GHz FCC Band a No Antenna Dual Channel Single Radio 48V DC Ref 1	\$26,000.00	10%	\$23,400.00		data sheets/ Horizon Duo Datasheet V1 3.pdf
SCI - HD-500-SP-11-NA-a-00-D	Horizon Duo 500 Standard Power 11 GHz FCC Band a No Antenna Dual Channel Single Radio 48V DC Ref 1	\$27,500.00	10%	\$24,750.00		data sheets/ Horizon Duo Datasheet V1 3.pdf
Standard Power Radios DSU -- 18 GHz (23 GHz can be substituted)						
SCI - HD-100-SP-18-NA-b-00-D	Horizon Duo 100 Standard Power 18 GHz FCC Band b No Antenna Dual Channel Single Radio 48V DC Ref 1	\$21,000.00	10%	\$18,900.00		data sheets/ Horizon Duo Datasheet V1 3.pdf
SCI - HD-200-SP-18-NA-b-00-D	Horizon Duo 200 Standard Power 18 GHz FCC Band b No Antenna Dual Channel Single Radio 48V DC Ref 1	\$22,000.00	10%	\$19,800.00		data sheets/ Horizon Duo Datasheet V1 3.pdf
SCI - HD-300-SP-18-NA-b-00-D	Horizon Duo 300 Standard Power 18 GHz FCC Band b No Antenna Dual Channel Single Radio 48V DC Ref 1	\$23,000.00	10%	\$20,700.00		data sheets/ Horizon Duo Datasheet V1 3.pdf
SCI - HD-400-SP-18-NA-b-00-D	Horizon Duo 400 Standard Power 18 GHz FCC Band b No Antenna Dual Channel Single Radio 48V DC Ref 1	\$24,000.00	10%	\$21,600.00		data sheets/ Horizon Duo Datasheet V1 3.pdf
SCI - HD-500-SP-18-NA-b-00-D	Horizon Duo 500 Standard Power 18 GHz FCC Band b No Antenna Dual Channel Single Radio 48V DC Ref 1	\$25,500.00	10%	\$22,950.00		data sheets/ Horizon Duo Datasheet V1 3.pdf
SCI - HD-600-SP-18-NA-b-00-D	Horizon Duo 600 Standard Power 18 GHz FCC Band b No Antenna Dual Channel Single Radio 48V DC Ref 1	\$27,000.00	10%	\$24,300.00		data sheets/ Horizon Duo Datasheet V1 3.pdf
Antenna Sizes (Pick 2 per link) -- Other frequencies can be substituted in the part number						
SCI - A-ANT-1-G-24-C	Antenna 11 GHz 2' Antenna Clip Mount	\$1,000.00	7%	\$930.00		N/A
SCI - A-ANT-1-G-30-C	Antenna 11 GHz 2.5' Antenna Clip Mount	\$1,750.00	7%	\$1,627.50		N/A
SCI - A-ANT-1-G-36-C	Antenna 11 GHz 3' Antenna Clip Mount	\$1,750.00	7%	\$1,627.50		N/A
SCI - A-ANT-1-G-72-C	Antenna 11 GHz 4' Antenna Clip Mount	\$2,750.00	7%	\$2,557.50		N/A
SCI - A-ANT-1-G-72-C	Antenna 11 GHz 6' Antenna Clip Mount	\$4,750.00	7%	\$4,417.50		N/A
Optional LMR Cable to connect IDU to ODU (Pick 1 per end)						
SCI - A-CAB-11-1-304-M	IDU Cable 30m LMR 400 Cable	\$400.00	5%	\$380.00		N/A
SCI - A-CAB-11-1-601-M	IDU Cable 60m LMR 400 Cable	\$500.00	5%	\$475.00		N/A
SCI - A-CAB-11-1-901-M	IDU Cable 90m LMR 400 Cable	\$600.00	5%	\$570.00		N/A
SCI - A-CAB-11-1-1201-M	IDU Cable 120m LMR 400 Cable	\$1,800.00	5%	\$1,710.00		N/A
SCI - A-CAB-11-1-1801-M	IDU Cable 180m LMR 400 Cable	\$2,500.00	5%	\$2,375.00		N/A
SCI - A-CAB-11-1-301-M	Horizon Duo Dual Modem Single Radio Cable 30m LMR 400 Cable	\$400.00	5%	\$380.00		N/A
SCI - A-CAB-11-1-601-M	Horizon Duo Dual Modem Single Radio Cable 60m LMR 400 Cable	\$475.00	5%	\$451.25		N/A
SCI - A-CAB-11-1-901-M	Horizon Duo Dual Modem Single Radio Cable 90m LMR 400 Cable	\$1,200.00	5%	\$1,140.00		N/A
SCI - A-CAB-11-1-1201-M	Horizon Duo Dual Modem Single Radio Cable 120m LMR 400 Cable	\$2,000.00	5%	\$1,900.00		N/A
Dragonwave Duo Install kit -- 1 per link						
SCI - A-INK-H-18-AC-NA-R1	Horizon Duo Single Radio AC Install Kit (N America)	\$1,700.00	5%	\$1,615.00		N/A
Optional Service Plans						
SCI - S-WTY-11-GL-1YR	1 Year Horizon Duo Global Extended Warranty - Purchased in First year	\$750.00	5%	\$712.50		N/A
SCI - S-ARP-11-GL-1YR	1 Year Horizon Duo Global Advanced replacement (Next Business Day) - Purchased in First year	\$500.00	5%	\$475.00		N/A
SCI - S-ARP-11-GL-3YR	3 Year Horizon Duo Global Advanced replacement (Next Business Day) - Incl Warranty - Purchased in First year	\$2,700.00	5%	\$2,565.00		N/A
SCI - S-ARP-11-GL-5YR	5 Year Horizon Duo Global Advanced replacement (Next Business Day) - Includes Warranty - Purchased in First year	\$4,400.00	5%	\$4,180.00		N/A
Future Bandwidth Upgrades						
SCI - A-UPG-11-RW-100-200-HD	Horizon Duo Upgrade 100 Mbps to 200 Mbps (Per Link)	\$3,000.00	5%	\$2,850.00		N/A
SCI - A-UPG-11-RW-200-300-HD	Horizon Duo Upgrade 200 Mbps to 300 Mbps (Per Link)	\$3,000.00	5%	\$2,850.00		N/A
SCI - A-UPG-11-RW-300-400-HD	Horizon Duo Upgrade 300 Mbps to 400 Mbps (Per Link)	\$3,000.00	5%	\$2,850.00		N/A
SCI - A-UPG-11-RW-400-600-HD	Horizon Duo Upgrade 400 Mbps to 600 Mbps (Per Link)	\$3,000.00	5%	\$2,850.00		N/A
SCI - A-UPG-11-RW-600-800-HD	Horizon Duo Upgrade 600 Mbps to 800 Mbps (Per Link)	\$3,000.00	5%	\$2,850.00		N/A
Bandwidth Doubling						
SCI - A-GPT-11-RW-DPRM-11	11 GHz Dual Pole Rigid Mount (DPRM)	\$1,000.00	5%	\$950.00		-- add second radio per cables and install kit, plus 2 DPRM (1 per end) SSU IDUs would require 2 RF channels with DPRM DSU IDUs would require 4 RF channels with DPRM
NetMotion						
Designed for small and medium businesses						
SCI-085NMXE-S	Mobility XE Standard Edition	\$5,000.00	10%	\$4,500.00		data sheets/ Mobility XE Datasheet 8 5.pdf
SCI-085NMXE	Mobility XE Standard 8 5 (1 server license only)	\$15,000.00	10%	\$13,500.00		data sheets/ Mobility XE Datasheet 8 5.pdf
SCI-BAS-101	101 - 250 Standard Device Licenses	\$140.00	5%	\$133.00		per device, only sold in 5 unit increments
SCI-BAS-251	251 - 500 Standard Device Licenses	\$130.00	5%	\$123.50		per device, only sold in 5 unit increments
SCI-BAS-501	501 - 1000 Standard Device Licenses	\$120.00	5%	\$114.00		per device, only sold in 5 unit increments
SCI-BAS-1001	1001+ Standard Device Licenses	\$110.00	5%	\$104.50		per device, only sold in 5 unit increments
SCI-POL-101	Mobility XE Standard 8 5 Policy Module	\$0.500.00	10%	\$5,050.00		data sheets/ Mobility XE Datasheet 8 5.pdf
SCI-POL-251	101 - 250 Standard Policy Module Device Licenses	\$50.00	5%	\$47.50		per device, only sold in 5 unit increments
SCI-POL-501	251 - 500 Standard Policy Module Device Licenses	\$50.00	5%	\$47.50		per device, only sold in 5 unit increments
SCI-POL-1001	501 - 1000 Standard Policy Module Device Licenses	\$50.00	5%	\$47.50		per device, only sold in 5 unit increments
SCI-POL-1501	1001+ Standard Policy Module Device Licenses	\$50.00	5%	\$47.50		per device, only sold in 5 unit increments
SCI-NAC-Mob	Mobility XE Standard 8 5 NAC Module	\$2,500.00	10%	\$2,250.00		data sheets/ Mobility XE Datasheet 8 5.pdf

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SCI-NAC-101	101 - 250 Standard NAC Module Device Licenses	\$25.00	5%	\$23.75	per device only sold in 5-unit increments	N/A
SCI-NAC-251	251 - 500 Standard NAC Module Device Licenses	\$25.00	5%	\$23.75	per device only sold in 5-unit increments	N/A
SCI-NAC-501	501 - 1000 Standard NAC Module Device Licenses	\$25.00	5%	\$23.75	per device only sold in 5-unit increments	N/A
SCI-NAC-1000	1001+ Standard NAC Module Device Licenses	\$25.00	5%	\$23.75	per device only sold in 5-unit increments	N/A
SCI-OBN-MB-N	Mobility XE Standard 8.5 Advanced Bundle (Policy & NAC Modules for 100 devices)	\$8,000.00	10%	\$7,200.00		Subjects/Mobility XE Datacenter 8.5 roll
SCI-ADV-101	101 - 250 Standard Advanced Bundle Module Device Licenses	\$80.00	5%	\$76.00	per device only sold in 5-unit increments	N/A
SCI-ADV-251	251 - 500 Standard Advanced Bundle Module Device Licenses	\$75.00	5%	\$71.25	per device only sold in 5-unit increments	N/A
SCI-ADV-501	501 - 1000 Standard Advanced Bundle Module Device Licenses	\$70.00	5%	\$66.50	per device only sold in 5-unit increments	N/A
SCI-ADV-1000	1001+ Standard Advanced Bundle Device Licenses	\$65.00	5%	\$61.75	per device only sold in 5-unit increments	N/A
SCI-ANA-MOD	Mobility XE Standard 8.5 Analytics Module	\$5,000.00	10%	\$4,500.00	For large enterprise deployment with multiple server sites	Subjects/Mobility XE Datacenter 8.5 roll
SCI-ENT-ES	Mobility XE Enterprise Edition Mobility XE Enterprise 8.5 (unlimited server licenses, 1000 device licenses, Analytics Module)	\$105,000.00	10%	\$94,500.00		Subjects/Mobility XE Datacenter 8.5 roll
SCI-ENT-1001	1001+ Enterprise Device Licenses	\$52.00	5%	\$49.25	per device only sold in 25-unit increments	N/A
SCI-ENT-PO1	Mobility XE 8.5 Enterprise Policy Module	\$45,000.00	10%	\$40,500.00		Subjects/Mobility XE Datacenter 8.5 roll
SCI-ENT-ET100	1001+ Basic Enterprise Policy Licenses	\$45.00	5%	\$42.75	per device only sold in 25-unit increments	N/A
SCI-ENT-ET20	Mobility XE Enterprise 8.5 NAC Module	\$20,000.00	10%	\$18,000.00		Subjects/Mobility XE Datacenter 8.5 roll
SCI-ENT-ET100	1001+ Enterprise NAC Module Device Licenses	\$20.00	5%	\$19.00	per device only sold in 25-unit increments	N/A
SCI-ENT-ADV	Mobility XE Enterprise 8.5 Advanced Bundle (Policy & NAC Modules for 100 devices)	\$55,000.00	10%	\$49,500.00		Subjects/Mobility XE Datacenter 8.5 roll
SCI-ENT-A100	1001+ Enterprise Advanced Bundle Device Licenses NetMotion Support and Maintenance	\$55.00	5%	\$52.25	per device only sold in 25-unit increments	N/A
SCI-STD-001	Standard Maintenance for 1 year	15% of total NetMotion purchase	2%	14.70% of total NetMotion purchase		N/A
SCI-STD-002	Standard Maintenance for 2 year	14% of total NetMotion purchase	2%	13.72% of total NetMotion purchase		N/A
SCI-STD-003	Standard Maintenance for 3 year	13% of total NetMotion purchase	2%	12.74% of total NetMotion purchase		N/A
SCI-PRM-001	Premium Maintenance for 1 year	25% of total NetMotion purchase	2%	23% of total NetMotion purchase		N/A
SCI-PRM-002	Premium Maintenance for 2 year	22% of total NetMotion purchase	2%	21.56% of total NetMotion purchase		N/A
SCI-PRM-003	Premium Maintenance for 3 year	20% of total NetMotion purchase	2%	19.6% of total NetMotion purchase		N/A
Services						
SCI-MS-PTP	Scientel Maintenance and Support (PTP products)	\$200.00	5%	\$190.00		N/A
SCI-MS-NPTP	Scientel Maintenance and Support (non-PTP products)	\$145.00	5%	\$137.75		N/A
SCI-REM-MON-PTP	Scientel Remote Monitoring (PTP products)	\$100 per device per month + \$750 setup fee	5%	\$380 per device per month + \$712.50 setup fee		N/A
SCI-REM-MON-NPTP	Scientel Remote Monitoring (non-PTP products)	\$170 per device per month + \$750 setup fee	5%	\$161.50 per device per month + \$712.50 setup fee		N/A
Wireless Mesh Network System Design and Integration Services						
SCI-DDR-MESH	Detailed Site Survey & Design (per sq. Mile)	\$6000 plus \$100 per square Mile	N/A	\$6000 plus \$100 per square Mile		N/A
SCI-IDD-SMR	IT Network Detailed Design - Small System (<50 IAP/MWRs)	\$2,500.00	5%	\$2,375.00		N/A
SCI-IDD-MED	IT Network Detailed Design - Medium System (between 50 and 300 IAP/MWRs)	\$5,500.00	5%	\$5,225.00		N/A
SCI-IDD-LAR E	IT Network Detailed Design - Large System (greater than 300 IAP/MWRs)	\$9,500.00	5%	\$9,025.00		N/A
SCI-IDD-1-ROO	Gateway Device Installation - (Lamp Posts/Traffic Lights - each)	\$995.00	5%	\$945.25		N/A
SCI-IDD-1-ROO	Gateway Installation Kit (Lamp Posts/Traffic Lights - each) - No NEMA Box Required - PoE for Wireless Backhaul or NEMA Exists	\$950.00	5%	\$902.50		N/A
SCI-IDD-1-ROO	Gateway Installation (Roof Top - each)	\$950.00	5%	\$902.50		N/A
SCI-IDD-1-ROO	Gateway Installation Kit (Roof Top - each) - No NEMA Box Required - PoE for Wireless Backhaul or NEMA Exists	\$950.00	5%	\$902.50		N/A
SCI-IDD-1-ROO	Mesh Node Installation on Light Poles/Traffic Lights - each	\$250.00	5%	\$237.50	Crew includes bucket truck and tech to test location	N/A
SCI-IDD-1-ROO	Mesh Node Installation Kits for Light Poles/Traffic Lights - (each)	\$125.00	5%	\$118.75	Power cabling, Straps, Weatherproofing, etc.	N/A
SCI-IDD-1-ROO	Mesh Node Installation on Roof Tops (each)	\$1,751.00	5%	\$1,663.45		N/A
SCI-IDD-1-ROO	Mesh Node Installation Kits for Roof Tops (each) - No NEMA Box Required - PoE for Wireless Backhaul or NEMA Exists	\$950.00	5%	\$902.50		N/A
SCI-ISO-MESH-SMR	Network Setup, Optimization and Configuration - Small System (<50 IAP/MWRs)	\$1,650.00	5%	\$1,567.50		N/A
SCI-ISO-MESH-MED	Network Setup, Optimization and Configuration - Medium System (between 50 and 300 IAP/MWRs)	\$9,500.00	5%	\$9,025.00		N/A
SCI-ISO-MESH-LARGE	Network Setup, Optimization and Configuration - Large System (greater than 300 IAP/MWRs)	\$17,500.00	5%	\$16,625.00		N/A
SCI-ATD-MESH	Acceptance Testing, Documentation (As Builds) & Close Out (per square mile)	\$2000 + \$50 per square mile	5%	\$2000 + \$47.50 per square mile		N/A
SCI-PM-MESH	Project Management & Mobilization Costs (per hour)	\$175.00	5%	\$166.25		N/A
Canopy Network System Design and Integration Services						
SCI-CAN-RF	RF Network Detailed Design (Canopy per cluster)	\$2,500.00	5%	\$2,375.00		N/A
SCI-CAN-SM	Canopy SM Installation w/Gateway (Roof Top - each) - No NEMA Box Required - PoE for Wireless Backhaul or NEMA Exists	\$950.00	5%	\$902.50	plus Travel and Expenses	N/A
SCI-CAN-SM	Canopy SM Installation w/Gateway (Light Post/Traffic Light - each) - No NEMA Box Required - PoE for Wireless Backhaul or NEMA Exists	\$500.00	5%	\$475.00	plus Travel and Expenses	N/A
SCI-CAN-BACK-TOW	Canopy Backhaul Installation (Tower - each)	\$1,350.00	5%	\$1,282.50	plus Travel and Expenses	N/A
SCI-CAN-BACK-ROOF	Canopy Backhaul Installation (Roof Top - each) - No NEMA Box Required - PoE for Wireless Backhaul or NEMA Exists	\$750.00	5%	\$712.50	plus Travel and Expenses	N/A
SCI-NEMA	NEMA Box & Installation on Lamp Post or Traffic Light	\$700.00	5%	\$665.00	plus Travel and Expenses	N/A
WiFi System Design and Integration Services						
SCI-WLAN-RF	RF Network Detailed Design (per 100 sq feet)	\$900.00	5%	\$855.00		N/A
SCI-WLAN-IT-SM	IT Network Detailed Design - Small System (<20 IAP/MWRs)	\$1,400.00	5%	\$1,330.00		N/A
SCI-WLAN-IT-MED	IT Network Detailed Design - Medium System (between 20 and 50 APs)	\$2,975.00	5%	\$2,826.25		N/A
SCI-WLAN-IT-LAR	IT Network Detailed Design - Large System (greater than 50 APs)	\$7,000.00	5%	\$6,650.00		N/A
SCI-WLAN-AP	AP Installation	\$380.00	5%	\$361.00	plus Travel and Expenses	N/A

SCH-WI-AN-Switch	Switch (RFS) Installation	\$1,000.00	5%	\$950.00	plus Travel and Expenses	N/A
SCH-WI-AT-RF-IS	RFMS Configuration	\$1,225.00	5%	\$1,163.75	plus Travel and Expenses	N/A
SCH-AD-SC	Air Defense Server Configuration	\$700.00	5%	\$672.00	plus Travel and Expenses	N/A
SCH-AD-SI	Air Defense Sensor Installation	\$380.00	5%	\$361.00	plus Travel and Expenses	N/A
SCH-AD-WIPS	Air Defense WIPS License Installation	\$190.00	5%	\$180.50	plus Travel and Expenses	N/A
	Microwave Network System Design and Integration Services					N/A
SCH-FCC	License Coordination (per link)	\$1,500.00	5%	\$1,425.00	Frequency Studies and FCC application additional	N/A
SCH-DSSD	Detailed Site Survey & Design (per link)	\$2,500.00	5%	\$2,375.00	plus Travel and Expenses	N/A
SCH-PATH	Path Profiling (per link)	\$250.00	5%	\$237.50	\$250 per link	N/A
SCH-PTP-TOW	Motorola PTP Installation (Tower - each)	\$6,770.50	5%	\$6,431.98	plus Travel and Expenses	N/A
SCH-PTP-ROOF	Motorola PTP Installation (Roof Top - each) - No NEMA Box Required - PoE for Wireless Backhaul or NEMA Exists	\$5,500.00	5%	\$5,225.00	plus Travel and Expenses	N/A
SCH-AU-DI	Alcatel/Lucent Design and Installation (per link)	\$36,500.00	5%	\$34,675.00	plus Travel and Expenses	N/A
SCH-DW-DI	DragonWave/Bridgeway Design and Installation (per link)	\$36,500.00	5%	\$34,675.00	plus Travel and Expenses	N/A
SCH-NET-MOTION	NetMotion Server Installation & Configuration	\$2,000.00	5%	\$1,900.00	plus Travel and Expenses	N/A

City of Plano
Contractor Insurance Requirements and Agreement
Requirements

Contractors performing work on City property or public right-of-way for the City of Plano shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Plano.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated B+VI or higher by A.M.Best or A or higher by Standard & Poors
2. Business Auto Liability	As required by State of Texas	
3. Workers' Compensation & Employers' Liability	Statutory Limits \$100,000 each accident	City to be provided a waiver of subrogation

Questions regarding this insurance should be directed to the City of Plano Purchasing Department (972) 941-7557.

This form must be signed and returned with your quotation to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City. A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KB
SCIEN-1

DATE (MM/DD/YYYY)
02/23/10

PRODUCER

Hunt Insurance Agency, Inc.
12000 S. Harlem Avenue
Palos Heights IL 60463-1153
Phone: 708-361-5300 Fax: 708-361-5316

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Scientel Wireless, LLC
Technet Leasing Corp
948 Springer Drive
Lombard IL 60148

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A:	Cincinnati Insurance Company	10677
INSURER B:	CNA Insurance Company	
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP0813105	03/11/09	03/11/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CPA0813105	03/11/09	03/11/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ NA	CPP0813105	03/11/09	03/11/10	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC1919926	03/11/09	03/11/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Errors & Omissions	CPB288321536	02/08/10	02/08/11	E&O 5,000,000 Def 15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Plano, Texas is included as Additional Insured with respect to General Liability for work performed by insured.
 Waiver of Subrogation is included with respect to General Liability and Workers Compensation for work performed by insured.

CERTIFICATE HOLDER

CANCELLATION

PLANO-2

City of Plano Texas
Purchasing Division
Suite 370- 3rd Floor
1520 Avenue K
Plano TX 75074

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

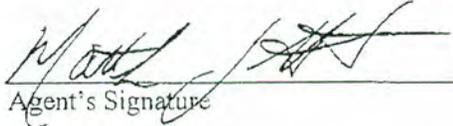
AUTHORIZED REPRESENTATIVE

Handwritten signature

INSURANCE REQUIREMENT AFFIDAVIT
(SUPPLEMENTAL INFORMATION)

(To be completed by appropriate Insurance Agent)

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


Agent's Signature

Matthew J. Hunt
Agent's Name Printed

Cincinnati Insurance Company
Name of Insurance Carrier

12000 South Harlem Avenue
Address of Agency

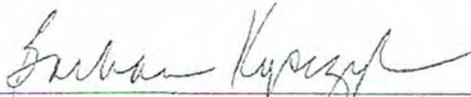
Palos Height, IL 60463
City, State, Zip

(708) 361-5300
Phone number where Agent may be contacted

Scientel Wireless, LLC
Vendor's Name (please print or type)

SUBSCRIBED AND SWORN to before me by the above named Matthew J. Hunt
on this the 23rd day of February, 20 10.




Notary Public in and for the State of Illinois

NOTE TO AGENT:
IF THIS TIME REQUIREMENT IS NOT MET, THE CITY HAS THE RIGHT TO DECLARE THIS VENDOR NON-RESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOWEST PROPOSER MEETING THE SPECIFICATIONS. IF YOU HAVE ANY QUESTIONS CONCERNING THESE REQUIREMENTS, PLEASE CONTACT THE CITY OF PLANO PURCHASING DIVISION AT 972-941-7557.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		March 22, 2010		
Department:		Purchasing		
Department Head		Mike Ryan		
Agenda Coordinator (include phone #): Dianna Wike x5512				
CAPTION				
Approval of a contract for the purchase of Structural and Roof Repairs at Harrington Library in the amount of \$67,986.90 from Weatherproofing Technologies, Inc. through an existing contract/agreement with The Cooperative Purchasing Network (TCPN) and authorizing the City Manager or his designee to execute all necessary documents. (TCPN Contract Number R4812)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	5,704	78,296	0	84,000
Encumbered/Expended Amount	-5,704	-634	0	-6,338
This Item	0	-67,987	0	-67,987
BALANCE	0	9,675	0	9,675
FUND(S): CAPITAL RESERVE				
COMMENTS: Funds are included in the Capital Reserve Fund. This item, in the amount of \$67,987, will leave a current year balance of \$9,675 for Harrington Library project. STRATEGIC PLAN GOAL: Roof repairs relate to the City's Goals of Financially Strong City with Service Excellence and Great Neighborhoods - 1 st Choice to Live.				
SUMMARY OF ITEM				
Staff recommends approval of a contract for the purchase of Structural and Roof Repairs at Harrington Library from Weatherproofing Technologies, Inc. in the amount of \$67,986.90 conditioned upon timely execution of any necessary contract documents. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring Local governments to seek competitive sealed bids for items. (TCPN Contract Number R4812)				
List of Supporting Documents: Memorandum Contract			Other Departments, Boards, Commissions or Agencies	

INTEROFFICE MEMORANDUM

TO: DIANNA WIKI
FROM: RICHARD MEDLEN 
SUBJECT: STRUCTURAL AND ROOF REPAIRS AT HARRINGTON LIBRARY
DATE: 3/1/2010
CC: JIM RAZINHIA, PAUL GLENN

Please review the attached proposal to make structural repairs and replace the roof over the front entrance at Harrington Library, I am recommending award to Weatherproofing Technologies, Inc utilizing their TCPN Cooperative Purchasing Contract. The quote obtained from WTI, in the amount of \$67,986.90, was the lower quote, in utilizing a cooperative purchasing agreement.

A quote was also obtained from Kellogg Brown and Root utilizing their TCPN Cooperative Purchasing Contract in the amount of \$ 75,261.

The funding for the project will be from Capital Reserve Account 54440. Please let me know if you have any questions. Thanks

CONSTRUCTION AGREEMENT/JOB ORDER
BY AND BETWEEN CITY OF PLANO AND
WEATHERPROOFING TECHNOLOGIES, INC.
FOR HARRINGTON LIBRARY ROOF REPAIRS

THIS CONSTRUCTION AGREEMENT/JOB ORDER is made and entered into by and between **WEATHERPROOFING TECHNOLOGIES, INC.**, a Ohio Corporation (hereinafter referred to as "Contractor"), and the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation (hereinafter referred to as "City"), to be effective from and after the date hereinafter provided.

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

I. CONTRACT DOCUMENTS

The parties agree that the Contract Documents shall consist of the following:

1. This written Construction Agreement/Job Order;
2. Vendor Contract Between **WEATHERPROOFING TECHNOLOGIES, INC.** and The Cooperative Purchasing Network Contract No. R4812, a copy of which is on file in the City of Plano Purchasing Department.
3. The Contractor's Delivery Order, Proposal and Work Plan attached as Exhibit "A";
4. The City of Plano's Standard Construction Details (which is on file in the City of Plano's Engineering Department);
5. The Standard Specifications for Public Works Construction (North Central Texas Third Edition 1998) as amended and supplemented by the 1997 Edition of the City of Plano Special Provisions to said Standard Specifications, as amended (hereinafter referred to as "Plano Standard Specifications") (which is on file in the City of Plano's Engineering Department);
6. The Notice to Contractor;
7. A Payment Bond in the sum of ONE HUNDRED PERCENT (100%) of the total contract price attached as Exhibit "B"; and
8. The Affidavit of No Prohibited Interest attached as Exhibit "C."

These Contract Documents form the Construction Agreement/Job Order and are a part of this Construction Agreement/Job Order as if fully set forth herein. The Contract Documents are complementary and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency in any of the provisions of the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above.

II. THE WORK

Contractor shall provide all labor, supervision, materials, and equipment necessary to perform all work required by the Contract Documents in connection with the Harrington Library roof repair.

III. TIME OF COMPLETION

Contractor agrees and covenants that all work hereunder shall be complete within forty five (45) calendar days following notice to proceed.

IV. INDEMNITY

THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

V. CONTRACT SUM

The City shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders as provided in the Contract Documents. The contract sum shall be an amount not to exceed **SIXTY SEVEN THOUSAND NINE HUNDRED EIGHTY SIX AND 90/100 DOLLARS (\$67,986.90)**.

VI. PROGRESS AND FINAL PAYMENTS

Progress and final payments shall be paid to the Contractor in accordance with the Plano Standard Specifications.

VII. MAILING OF NOTICES

Unless instructed otherwise in writing, Contractor agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano
Facilities Maintenance
P.O. Box 860358
Plano, TX 75086-0358
Attn: Richard Medlen

City agrees that all notices or communications to Contractor permitted or required under this Agreement shall be addressed to Contractor at the following address:

Weatherproofing Technologies, Inc.
16902 El Camino Real
Suite 4C
Houston, TX 77058
Attn: Gary Johnson

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

VIII. CHOICE OF LAW; VENUE; CONTRACT INTERPRETATION

The parties agree that the law of the State of Texas shall apply to this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas. Although this Agreement is drafted by the City, should any part be in dispute, the parties agree the Agreement shall not be construed more favorably for either Party.

IX. ENTIRE AGREEMENT; AMENDMENTS; SUCCESSORS AND ASSIGNS

This Construction Agreement/Job Order, including the Contract Documents listed in Paragraph I above, represents the entire and integrated agreement between City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Construction Agreement/Job Order may be amended only by written instrument signed by both City and Contractor. This Construction Agreement/Job Order is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

X. INSURANCE AND CERTIFICATES OF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance coverage as set forth in Paragraph 9, Special Terms and Conditions between TCPN and Weatherproofing Technologies, Inc., a copy of which is on file with the City of Plano Purchasing Department. Contractor shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage prior to the effective date of this Contract and naming the City of Plano as additional insured.

XI. PAYMENT BOND

A Payment bond in the amount of not less than one hundred percent (100%) of the Contract amount, conditioned upon the payment of all persons supplying labor or furnishing materials pursuant to the contract is required upon a form provided by the City. The bond is attached hereto and incorporated herein as Exhibit "B."

XII. AFFIDAVIT OF NO PROHIBITED INTEREST

Contractor acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "C."

XIII. EFFECTIVE DATE

The effective date of this Construction Agreement/Job Order will be the date of approval by the City Council of the City of Plano, Texas.

IN WITNESS WHEREOF, the parties have executed this Construction Agreement/Job Order upon the year and date indicated beside their signatures hereto.

**WEATHERPROOFING
TECHNOLOGIES, INC.**
a Ohio Corporation

DATE: _____

BY: _____
Name: _____
Title: _____

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY



Weatherproofing Technologies, Inc.

16902 El Camino Real, Suite 4C, Houston, TX 77058 • 281-480-7900

Cell: 214-883-6196

Fax: 866-746-7172

Email: jgillespie@tremcoinc.com

February 24, 2010

Richard Medlen
Facilities Maintenance Coordinator
4850 E. 14th St.
Plano, TX. 75074

RE: Gladys Harrington Library

I am providing you with a cost proposal for the scope of work. Below represents the services including supervision, labor, materials and equipment for removal, furnishing, and installing of all necessary construction components as needed to complete the scope of work to follow. All work to be performed thru the TCPN JOC Contract for Construction Services.

Scope of Work Details

1. General Conditions:

- a. Construction shall be limited to the perimeter set forth in the scope of work.
- b. Precautions will be taken to protect all existing surfaces to include walls, doors and windows to construction area and building area.
- c. Dumpster location shall be provided by owner prior to placement.
- d. Daily and final clean-up shall be provided.

2. Demolition:

- a. Remove existing single ply roof down to metal deck at wrap around breezeway on front of building.
- b. Demolish approximately 800 sq ft of stucco soffit on north side of entry and 200 sq ft on the south side of front entry.

3. Roofing:

- a. Provide and install all mechanically attached 2 base layers of insulation to existing metal deck.
- b. Provide and install by adhering a third layer of insulation to first layer in mopping of hot asphalt.
- c. Provide and install 1 ply Tremco Bur mastic composite ply in mopping of hot asphalt.
- d. Provide and install 1 ply Tremco Power Ply Standard as a finished surface.
- e. Provide and install new sheet metal components including gutter, gravel guard, surface mount counter flashing, etc.



Weatherproofing Technologies, Inc.
16902 El Camino Real, Suite 4C, Houston, TX 77058 • 281-480-7900

4. Stucco replacement:

- a. Provide and install new Galvanized framing using existing sized material as needed. (To be determined once framing is exposed)
- b. Provide and install new Galvanized lath and plaster with 4" Galvanized vented continuous reglet.
- c. Provide and install a sand finish texture coat to match as close as possible to existing finish. (Exact match not guaranteed)

5. Painting:

- a. Provide and install Sherwin Williams paint to match existing color on all underside of soffit and front gable of entrance.
- b. Cure time for stucco before paint is a minimum of 3 weeks.

1.0 CLARIFICATION:

- 1.1 Contractor shall have full access to area to complete the project.
- 1.2 Contractor to apply for permit at no cost to contractor for City project.
- 1.3 Contractor is responsible to obtain building permit and all required inspections.
- 1.4 Roof will carry a 15 year Tremco warranty from the deck up to include all materials and workmanship of said materials.
- 1.5 Proposal includes regular business hours for working (no overtime included).
- 1.6 All terms and conditions shall be as mandated by the contractual agreements of Weatherproofing Technologies, Inc. and City of Plano.

Total duration of project from start date of construction is 45 days, weather permitting.

Thank you for the opportunity to earn your business and the interest in our firm. We look forward to serving City of Plano on this and future projects.

Proposal Price-----\$ 67,986.90

Sincerely,

Jason Gillespie
WTI, Inc.
Project Manager

CC: Eric Stanford, WTI, Inc.
Gary Johnson, WTI, Inc.
Roger Pound, Tremco, Inc.

WTI-5012761

Date: February 24, 2010

Estimate Creation Date: February 24, 2010

Author : Gillespie
Descr :
Notes :

Division: 01000000 General Requirements

Line #:	01 74 13.20 0052 M	Cleanup of floor area, continuous, per day, during const.					D/O:	16.000
Qty:	90.000	Crew:	A5	Unit:	M.S.F.	Total:	\$66.91	
Lab. Hr:	1.125	Mat.:	\$1.87	Labor:	\$60.92	Equip:	\$4.13	
	101.250		\$168.30		\$5,482.68		\$371.25	
							\$6,022.23	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: 3K sq ft of area clean up for 30 days = 9000 sq ft

Line #:	01 74 13.20 0100 M	Cleanup, floor area, final, by GC					D/O:	11.500
Qty:	3.000	Crew:	A5	Unit:	M.S.F.	Total:	\$93.46	
Lab. Hr:	1.565	Mat.:	\$2.98	Labor:	\$84.76	Equip:	\$5.72	
	4.695		\$8.94		\$254.27		\$17.16	
							\$280.37	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

General Requirements					Labor Hrs:	105.945	
Mat.:	\$177.24	Labor:	\$5,736.95	Equip:	\$388.41	Division Total:	\$6,302.60

Division: 02000000 Existing Conditions

Line #:	02 41 19.23 0800 M	Rubbish handling, dumpster, 30 c.y cap.(10 Tons), rent/wk, 1 dump/wk					D/O:	0.000
Qty:	2.000	Crew:		Unit:	Week	Total:	\$935.00	
Lab. Hr:	0.000	Mat.:	\$935.00	Labor:	\$0.00	Equip:	\$0.00	
	0.000		\$1,870.00		\$0.00		\$0.00	
							\$1,870.00	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Line #:	02 41 19.23 1000 M	Rubbish handling, dust partition, 6 mil polyethylene, 1" x 3" frame					D/O:	2,000.000
Qty:	1,200.000	Crew:	CARP	Unit:	S.F.	Total:	\$1.04	
Lab. Hr:	0.008	Mat.:	\$0.50	Labor:	\$0.54	Equip:	\$0.00	
	9.600		\$594.00		\$653.76		\$0.00	
							\$1,247.76	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: protection of store front glass

Existing Conditions					Labor Hrs:	9.600	
Mat.:	\$2,464.00	Labor:	\$653.76	Equip:	\$0.00	Division Total:	\$3,117.76

Division: 05000000 Metals

WTI-5012761

Date: February 24, 2010

Estimate Creation Date: February 24, 2010

Division: 05000000

Metals

Line #:	05 05 23.35 0110 M	Machine screws, steel, round head, #8 x 2" long					D/O:	2.400
Qty:	2.000	Crew:	CARP	Unit:	C			
Lab. Hr:	3.333	Mat.:	\$4.77	Labor:	\$227.16	Equip:	\$0.00	
	6.666		\$9.55		\$454.33		\$0.00	
							\$231.94	
							\$463.88	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Line #:	05 12 23.40 0468 M	Lightweight framing, angle, field fab, 1.5" x 1.5" x 3/16"					D/O:	100.000
Qty:	600.000	Crew:	E3	Unit:	L.F.			
Lab. Hr:	0.240	Mat.:	\$1.31	Labor:	\$20.87	Equip:	\$1.61	
	144.000		\$785.40		\$12,520.80		\$963.60	
							\$14,269.80	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Line #:	05 15 16.70 0200 M	Wire rope safety railing, one strand using 1/2" cable & access					D/O:	2.000
Qty:	3.500	Crew:	SSWK	Unit:	C.L.F.			
Lab. Hr:	8.000	Mat.:	\$440.00	Labor:	\$684.80	Equip:	\$0.00	
	28.000		\$1,540.00		\$2,396.80		\$0.00	
							\$3,936.80	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: Safety cable

Metals

Mat.: \$2,334.95 Labor: \$15,371.93 Equip: \$963.60 Labor Hrs: 178.666 Division Total: \$18,670.48

Division: 06000000

Wood, Plastics, And Composites

Line #:	06 16 23.10 0102 M	Subfloor, plywood, CDX, 5/8" thick					D/O:	1,350.000
Qty:	1,000.000	Crew:	CARP	Unit:	SF Flr.			
Lab. Hr:	0.012	Mat.:	\$0.56	Labor:	\$0.81	Equip:	\$0.00	
	12.000		\$561.00		\$810.20		\$0.00	
							\$1,371.20	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: laid on concrete for demo and stucco install for protection of existing surfaces

Wood, Plastics, And Composites

Mat.: \$561.00 Labor: \$810.20 Equip: \$0.00 Labor Hrs: 12.000 Division Total: \$1,371.20

Division: 07000000

Thermal And Moisture Protection

Division: 07000000

Thermal And Moisture Protection

Line #:	07 05 05.10 0220 M	Selective demo, thermal & moisture protection, flashing, sheet metal					D/O:	290.000
Qty:	1,560.000	Crew:	CLAB	Unit:	S.F.			
Lab. Hr:	0.028	Mat.:	\$0.00	Labor:	\$1.50	Equip:	\$0.00	
	43.680		\$0.00		\$2,342.18		\$0.00	
						Total:	\$1.50	
							\$2,342.18	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Line #:	07 05 05.10 2370 M	Selective demo, therm & moist protect, roof edge, sheet mtl coping to					D/O:	240.000
Qty:	265.000	Crew:	CLAB	Unit:	L.F.			
Lab. Hr:	0.033	Mat.:	\$0.00	Labor:	\$1.81	Equip:	\$0.00	
	8.745		\$0.00		\$480.05		\$0.00	
						Total:	\$1.81	
							\$480.05	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Line #:	07 05 05.10 3370 M	Selective demo, therm & moist protect, roofing, mod bitumen					D/O:	26.000
Qty:	30.000	Crew:	B2	Unit:	Sq.			
Lab. Hr:	1.539	Mat.:	\$0.00	Labor:	\$84.62	Equip:	\$0.00	
	46.170		\$0.00		\$2,538.53		\$0.00	
						Total:	\$84.62	
							\$2,538.53	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Line #:	07 22 16.10 1660 M	Roof deck insulation, perlite, 1" thick R2.78					D/O:	800.000
Qty:	3,000.000	Crew:	ROFC	Unit:	S.F.			
Lab. Hr:	0.010	Mat.:	\$0.51	Labor:	\$0.63	Equip:	\$0.00	
	30.000		\$1,518.00		\$1,875.00		\$0.00	
						Total:	\$1.13	
							\$3,393.00	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Line #:	07 22 16.10 1690 M	Roof deck insulation, perlite, tapered for drainage					D/O:	800.000
Qty:	1,300.000	Crew:	ROFC	Unit:	B.F.			
Lab. Hr:	0.010	Mat.:	\$0.80	Labor:	\$0.63	Equip:	\$0.00	
	13.000		\$1,043.90		\$812.50		\$0.00	
						Total:	\$1.43	
							\$1,856.40	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Line #:	07 26 10.10 1300 M	Building paper, PE vap barrier, clr reinf, fire retardant, .008" thk					D/O:	37.000
Qty:	30.000	Crew:	CARP	Unit:	Sq.			
Lab. Hr:	0.216	Mat.:	\$11.17	Labor:	\$14.73	Equip:	\$0.00	
	6.480		\$334.95		\$442.02		\$0.00	
						Total:	\$25.90	
							\$776.97	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Division: 07000000

Thermal And Moisture Protection

Line #:	07 51 13.20 5600 M	Built-up rf,coalatar pitch W/gvl,gl fbr base sht,4ply gl fbr felt,moppd					D/O:	21.000
Qty:	30.000	Crew:	G1	Unit:	Sq.			
Lab. Hr:	2.667	Mat.:	\$226.60	Labor:	\$155.34	Equip:	\$24.75	
	80.010		\$6,798.00		\$4,660.06		\$742.50	
							\$12,200.56	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Line #:	07 51 13.30 0012 M	Cants, 4" x 4" treated timber, cut diagonally					D/O:	325.000
Qty:	420.000	Crew:	ROFC	Unit:	L.F.			
Lab. Hr:	0.025	Mat.:	\$1.67	Labor:	\$1.54	Equip:	\$0.00	
	10.500		\$702.24		\$645.75		\$0.00	
							\$1,347.99	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes:

wood cants at edges of roof

Line #:	07 52 16.10 2000 M	Mod bit, SBS mod, granular surface flashing, 160 mils					D/O:	1,260.000
Qty:	3,000.000	Crew:	G1	Unit:	S.F.			
Lab. Hr:	0.044	Mat.:	\$0.85	Labor:	\$2.59	Equip:	\$0.42	
	132.000		\$2,541.00		\$7,758.90		\$1,254.00	
							\$11,553.90	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes:

extra base sheet needed to acheive 15 year warranty

Line #:	07 57 13.10 0900 M	Spray polyurethane foam roofing, warranty 20 year, no dollar limit					D/O:	0.000
Qty:	2,600.000	Crew:		Unit:	S.F.			
Lab. Hr:	0.000	Mat.:	\$0.55 *	Labor:	\$0.00	Equip:	\$0.00	
	0.000		\$1,430.00		\$0.00		\$0.00	
							\$1,430.00	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes:

warranty cost for Tremco

Line #:	07 65 23.10 8400 M	Flashing, rubber, neoprene, 1/8" thick					D/O:	285.000
Qty:	840.000	Crew:	ROFC	Unit:	S.F.			
Lab. Hr:	0.028	Mat.:	\$4.50	Labor:	\$1.76	Equip:	\$0.00	
	23.520		\$3,779.16		\$1,475.21		\$0.00	
							\$5,254.37	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes:

3 ply system at gutter and gravel stop on 260ft of roof edge

Line #:	07 71 26.10 0400 M	Reglet, galvanized steel, 24 gauge, in conc parapet					D/O:	225.000
Qty:	530.000	Crew:	CARP	Unit:	L.F.			
Lab. Hr:	0.036	Mat.:	\$1.03	Labor:	\$2.43	Equip:	\$0.00	
	19.080		\$548.02		\$1,285.83		\$0.00	
							\$1,833.85	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

WTI-5012761

Date: February 24, 2010

Estimate Creation Date: February 24, 2010

Division: 07000000

Thermal And Moisture Protection

Line #:	07 71 26.10 1300 M	Reglet, counter flashing for above, galvanized steel, .020" thick					D/O:	150.000
Qty:	530.000	Crew:	SHEE	Unit:	L.F.	Total:	\$5.39	
Lab. Hr:	0.053	Mat.:	\$1.29	Labor:	\$4.10	Equip:	\$0.00	
	28.090		\$682.11		\$2,172.31		\$0.00	
							\$2,854.42	
% Mat:	100.00	% Labor:	100.00	% Equip.:	100.00			

Line #:	07 92 13.20 0065 M	Caulking & sealants, bulk acrylic latex caulk, white, 1/4"x1/2"					D/O:	288.000
Qty:	600.000	Crew:	BRIC	Unit:	L.F.	Total:	\$2.07	
Lab. Hr:	0.028	Mat.:	\$0.21	Labor:	\$1.86	Equip:	\$0.00	
	16.800		\$125.40		\$1,115.88		\$0.00	
							\$1,241.28	
% Mat:	100.00	% Labor:	100.00	% Equip.:	100.00			

Thermal And Moisture Protection

Mat.:	\$19,502.78	Labor:	\$27,604.21	Equip.:	\$1,996.50	Labor Hrs:	458.075
						Division Total:	\$49,103.49

Division: 09000000

Finishes

Line #:	09 05 05.10 1120 M	Ceiling demo, plaster, gypsum, on metal lath					D/O:	500.000
Qty:	1,000.000	Crew:	CLAB	Unit:	S.F.	Total:	\$1.74	
Lab. Hr:	0.032	Mat.:	\$0.00	Labor:	\$1.74	Equip:	\$0.00	
	32.000		\$0.00		\$1,740.80		\$0.00	
							\$1,740.80	
% Mat:	100.00	% Labor:	100.00	% Equip.:	100.00			

Line #:	09 22 13.13 0700 M	Furring, ceilings, on steel, 1-5/8" channels, 16" O.C.					D/O:	260.000
Qty:	1,000.000	Crew:	LATH	Unit:	S.F.	Total:	\$2.20	
Lab. Hr:	0.031	Mat.:	\$0.41	Labor:	\$1.79	Equip:	\$0.00	
	31.000		\$407.00		\$1,791.00		\$0.00	
							\$2,198.00	
% Mat:	100.00	% Labor:	100.00	% Equip.:	100.00			

Notes:

framing section for exterior soffit

Line #:	09 22 16.13 3200 M	Metal std, non-load brg, galv, 12' high, 20 ga. std, 3-5/8" W, 16" O.C					D/O:	321.000
Qty:	1,000.000	Crew:	CARP	Unit:	S.F.	Total:	\$2.13	
Lab. Hr:	0.025	Mat.:	\$0.43	Labor:	\$1.70	Equip:	\$0.00	
	25.000		\$429.00		\$1,696.90		\$0.00	
							\$2,125.90	
% Mat:	100.00	% Labor:	100.00	% Equip.:	100.00			

Notes:

framing section for exterior soffit

Division: 09000000

Finishes

Line #:	09 22 36.23 5800 M	Metal lath, suspended clg system, incl. 3.4 lb. diamd lath, galv					D/O:	15.000
Qty:	112.000	Crew:	LATH	Unit:	S.Y.			
Lab. Hr:	0.533	Mat.:	\$8.03	Labor:	\$31.01	Equip:	\$0.00	
	59.696		\$899.36		\$3,473.27		\$0.00	
						Total:	\$39.04	
							\$4,372.63	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: metal lath for soffit

Line #:	09 24 23.40 0015 M	STUCCO, 3 coats 1" thick, float finish, with mesh, on wood frame					D/O:	63.000
Qty:	112.000	Crew:	J2	Unit:	S.Y.			
Lab. Hr:	0.762	Mat.:	\$6.16	Labor:	\$43.69	Equip:	\$2.39	
	85.344		\$689.92		\$4,893.83		\$267.34	
						Total:	\$52.24	
							\$5,851.09	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: 3 coat system for soffit

Line #:	09 24 23.40 0600 M	Stucco, 3 coats 1" thk, for 3/4" thk, for coloring&spcl fin, add, min					D/O:	685.000
Qty:	112.000	Crew:	J1	Unit:	S.Y.			
Lab. Hr:	0.058	Mat.:	\$0.43	Labor:	\$3.34	Equip:	\$0.22	
	6.496		\$48.05		\$374.12		\$24.64	
						Total:	\$3.99	
							\$446.81	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: soffit

Line #:	09 24 23.40 0900 M	Stucco, 3 coats 1" thick, for 3/4" thick, for soffits, add					D/O:	155.000
Qty:	112.000	Crew:	J2	Unit:	S.Y.			
Lab. Hr:	0.310	Mat.:	\$2.32	Labor:	\$17.76	Equip:	\$0.97	
	34.720		\$259.95		\$1,989.25		\$108.42	
						Total:	\$21.05	
							\$2,357.62	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Line #:	09 24 23.40 1550 M	Stucco, minimum labor&equipment charge					D/O:	1.000
Qty:	1.000	Crew:	PLAS	Unit:	Job			
Lab. Hr:	8.000	Mat.:	\$0.00	Labor:	\$475.20	Equip:	\$0.00	
	8.000		\$0.00		\$475.20		\$0.00	
						Total:	\$475.20	
							\$475.20	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Line #:	09 91 03.20 0510 M	Surface protection, placement and removal, basic drop cloths					D/O:	6,400.000
Qty:	2,600.000	Crew:	PORD	Unit:	S.F.			
Lab. Hr:	0.001	Mat.:	\$0.00	Labor:	\$0.07	Equip:	\$0.00	
	2.600		\$0.00		\$194.22		\$0.00	
						Total:	\$0.07	
							\$194.22	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: protect existing surfaces for paint

WTI-5012761

Date: February 24, 2010

Estimate Creation Date: February 24, 2010

Division: 09000000

Finishes

Line #:	09 91 03.30 0790 M	Surface preparation, exterior, siding, pressure wash, stucco, med.					D/O:	3,080.000
Qty:	2,000.000	Crew:	A1H	Unit:	S.F.			
Lab. Hr:	0.003	Mat.:	\$0.00	Labor:	\$0.14	Equip:	\$0.02	
	6.000		\$0.00		\$282.60		\$44.00	
							\$326.60	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: prep existing surfaces for new paint

Line #:	09 91 13.60 1400 M	Siding, stucco, rough, oil base, paint 2 coats, roller					D/O:	1,625.000
Qty:	3,000.000	Crew:	PORD	Unit:	S.F.			
Lab. Hr:	0.010	Mat.:	\$0.30	Labor:	\$0.56	Equip:	\$0.00	
	30.000		\$891.00		\$1,690.20		\$0.00	
							\$2,581.20	

% Mat: 100.00 % Labor: 100.00 % Equip.: 100.00

Notes: paint all of soffit area and gable at front of building

Finishes

Mat.:	\$3,624.28	Labor:	\$18,601.39	Equip:	\$444.40	Labor Hrs:	320.856
						Division Total:	\$22,670.07

WTI-5012761

Date: February 24, 2010

Estimate Creation Date: February 24, 2010

Burdened Subtotal : \$101,235.61

Job Totals:	Labor Hours	Material	Labor	Equipment	SubContr	Total
	1,085.140	\$28,664.25	\$68,778.45	\$3,792.91	\$0.00	\$101,235.61

Sales Tax :	0.00 %	\$0.00				
Material Markup :	0.00 %	\$0.00				
Labor Markup :	0.00 %		0.00			
Equipment Markup :	0.00 %			0.00		
SubContract Markup :	0.00 %				\$0.00	\$0.00

Sub Total:						\$101,235.61
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:	0.00 %					\$0.00
:	0.00 %					\$0.00

Sub Total:						\$101,235.61
Coefficient:	0.8100					\$19,234.77
						\$82,000.84

City Cost Index : Dallas 4th QTR, UU - \$14,013.94
 Calculation Method : Average (82.91 %)

Job Totals:	Total Sq. Footage	:				\$67,986.90
	Cost Per Square Foot	:	\$0.00			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/10/2010

PRODUCER
MARSH USA INC.
216-937-1700
200 PUBLIC SQUARE
SUITE 1000
CLEVELAND, OH 44114-1824
34492 -00000-CAS09-09-10 WEAT End

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
WEATHERPROOFING TECHNOLOGIES, INC.
TREMCO INCORPORATED AND ITS SUBSIDIARIES
3735 GREEN RD.
BEACHWOOD, OH 44122

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: First Continental Services Co.	
INSURER B: Zurich American Insurance Company	16535
INSURER C: N/A	N/A
INSURER D: American Zurich Insurance Company	40142
INSURER E:	

COVERAGES

2

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	1-GL-01/2009	04/01/2009	04/01/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP 9258789-02	04/01/2009	04/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
D B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC 9258788-02 (AOS) WC 9258790-02 (ID, KY, WI)	04/01/2009 04/01/2009	04/01/2010 04/01/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Re: Blanket certificate for all projects at various locations. City of Plano, Texas is hereby named as additional insured with respect to the general liability coverage. Waiver of subrogation on the workers compensation policy in favor of the City of Plano, Texas.

CERTIFICATE HOLDER CLE-002319050-06

CANCELLATION

CITY OF PLANO
1520 AVENUE K
PLANO, TX 75074

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Kevin J. Robinson

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ADDITIONAL INFORMATION		CLE-002319050-06	DATE (MM/DD/YY) 02/10/2010
PRODUCER MARSH USA INC. 216-937-1700 200 PUBLIC SQUARE SUITE 1000 CLEVELAND, OH 44114-1824 34492 -00000-CAS09-09-10 WEAT End	INSURERS AFFORDING COVERAGE		NAIC #
	INSURED WEATHERPROOFING TECHNOLOGIES, INC. TREMCO INCORPORATED AND ITS SUBSIDIARIES 3735 GREEN RD. BEACHWOOD, OH 44122	INSURER F: INSURER G: INSURER H: INSURER I:	

TEXT

THE GENERAL LIABILITY AND AUTOMOBILE PHYSICAL DAMAGE PLACEMENT IS A DIRECT PLACEMENT. MARSH MANAGEMENT SERVICES (VERMONT) MANAGES THE CAPTIVE INSURER INDICATED HERE. MARSH USA INC. HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THIS PLACEMENT, WHICH IS INDICATED HERE FOR YOUR CONVENIENCE.

CERTIFICATE HOLDER

CITY OF PLANO 1520 AVENUE K PLANO, TX 75074	<small>AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Kevin J. Robinson</small> <i>Kevin J. Robinson</i>
---	--

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Named Insured RPM International Inc.			Endorsement Number
Policy Symbol WC	Policy Number 9258788-02	Policy Period 04/01/09 to 04/01/10	Effective Date of Endorsement 04/01/09
Issued By (Name of Insurance Company) American Zurich Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

Workers' Compensation and Employers' Liability Policy

We have the right to recover our payments from anyone liable for an Injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ONLY THOSE PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT

PAYMENT BOND

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

That _____, hereinafter called "**Principal**", and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, hereinafter "**Surety**", are held and firmly bound unto the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter called "Beneficiary", and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements described below, in the penal sum of _____ **DOLLARS** (\$) in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain written Contract with the Beneficiary, dated the _____ day of _____, _____, A.D. which is made a part hereof by reference, for the construction of certain public improvements that are generally described as follows:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and/or material in the prosecution of the Work provided for in said Contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, exclusive venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to

Contract, or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc., accompanying the same, shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

This Bond is given pursuant to the provisions of Texas Government Code Section 2253.001, et seq., and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Texas Insurance Code Article 3503.003.

IN WITNESS WHEREOF, this instrument is executed in counterparts, each one of which shall be deemed an original, this the _____ day of _____, _____.

PRINCIPAL: _____
Address _____
Tel. No. _____

ATTEST:

BY: _____
TITLE: _____

SURETY: _____
Address _____
Tel. No. _____

ATTEST:

BY: _____
TITLE: _____

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

For additional information on the above named Surety company you may contact the Texas Department of Insurance at (800)578-4677.

NOTE: Date on Page 1 of Payment Bond must be same date that City Council awarded Contract. Date on Page 2 of Payment Bond must be after the date that City Council awarded the Contract. If Resident Agent is not a corporation, give a person's name.



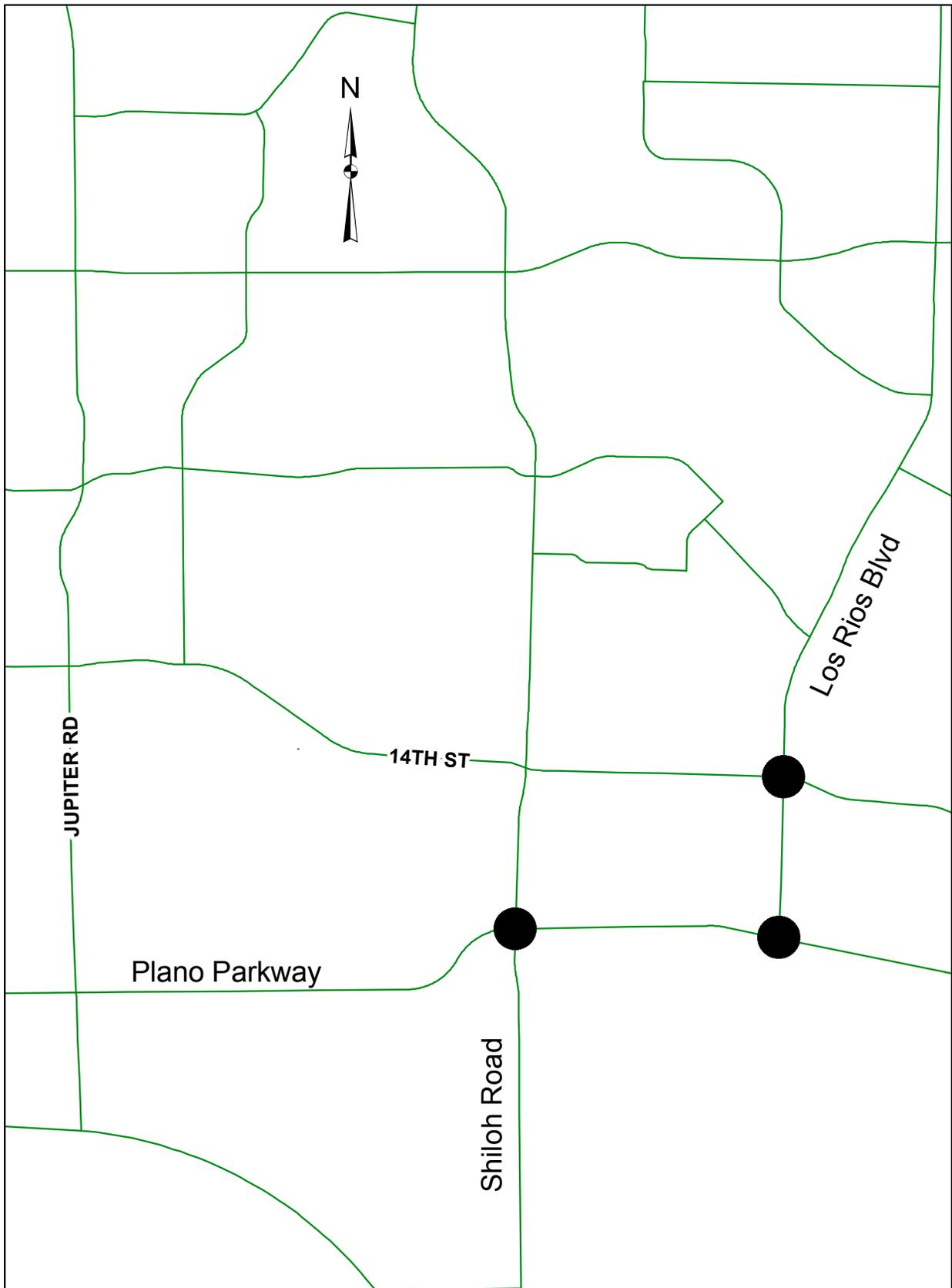
**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		3/22/10		
Department:		Public Works & Engineering		
Department Head:		Alan L. Upchurch		
Agenda Coordinator (include phone #):			Project No. 5988	
CAPTION				
Approval of an engineering contract by and between the City and Lina T. Ramey and Associates, Inc. in the amount of \$212,000 for the engineering design of the Intersection Improvements – Plano Parkway & Los Rios Boulevard Project, and authorizing the City Manager or his designee, to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	212,000	850,000	1,062,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-212,000	0	-212,000
BALANCE	0	0	850,000	850,000
FUND(S): STREET IMPROVEMENT				
COMMENTS: Funds are included in the 2009-10 Street Improvement CIP. This item, in the amount of \$212,000, will utilize the total current year balance for the Intersection Improvement project.				
STRATEGIC PLAN GOAL: Engineering design for intersection improvements relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
This agreement with Lina T. Ramey and Associates, Inc. is for the engineering design of the Intersection Improvements – Plano Parkway & Los Rios Boulevard project, which will add left turn lanes and dedicated right turn lanes to various legs of the following intersections:				
Plano Parkway at Los Rios Boulevard Los Rios Boulevard at 14 th Street Plano Parkway at Shiloh Road Coit Road at Hedgcoxe Road				
The contract fee is \$212,000 and is detailed as follows:				
1. Research and Data		\$2,000.00		
2. Design Survey		\$18,000.00		



CITY OF PLANO COUNCIL AGENDA ITEM

3. Subsurface Utility Engineering	\$40,000.00
4. Preliminary Design	\$90,000.00
5. Signal Design	\$9,000.00
6. Final Design	\$27,000.00
7. Bid Phase	\$5,000.00
8. Construction Administration	\$5,000.00
9. Construction Control Survey	\$4,000.00
Total Basic Fee	\$200,000.00
10. Special Services	
a. Meets and Bounds ROW Descriptions, Exhibits and corners (6 @ \$1500)	\$9,000.00
b. Temporary Construction Easement Descriptions and Exhibits (6 @ \$500)	\$3,000.00
Total Special Services Fee	\$12,000.00
TOTAL FEE	\$212,000.00
Funding is available from the 2009-10 Street Improvement Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$1,200,000.	
List of Supporting Documents: Location Map; Engineering Services Agreement	Other Departments, Boards, Commissions or Agencies N/A

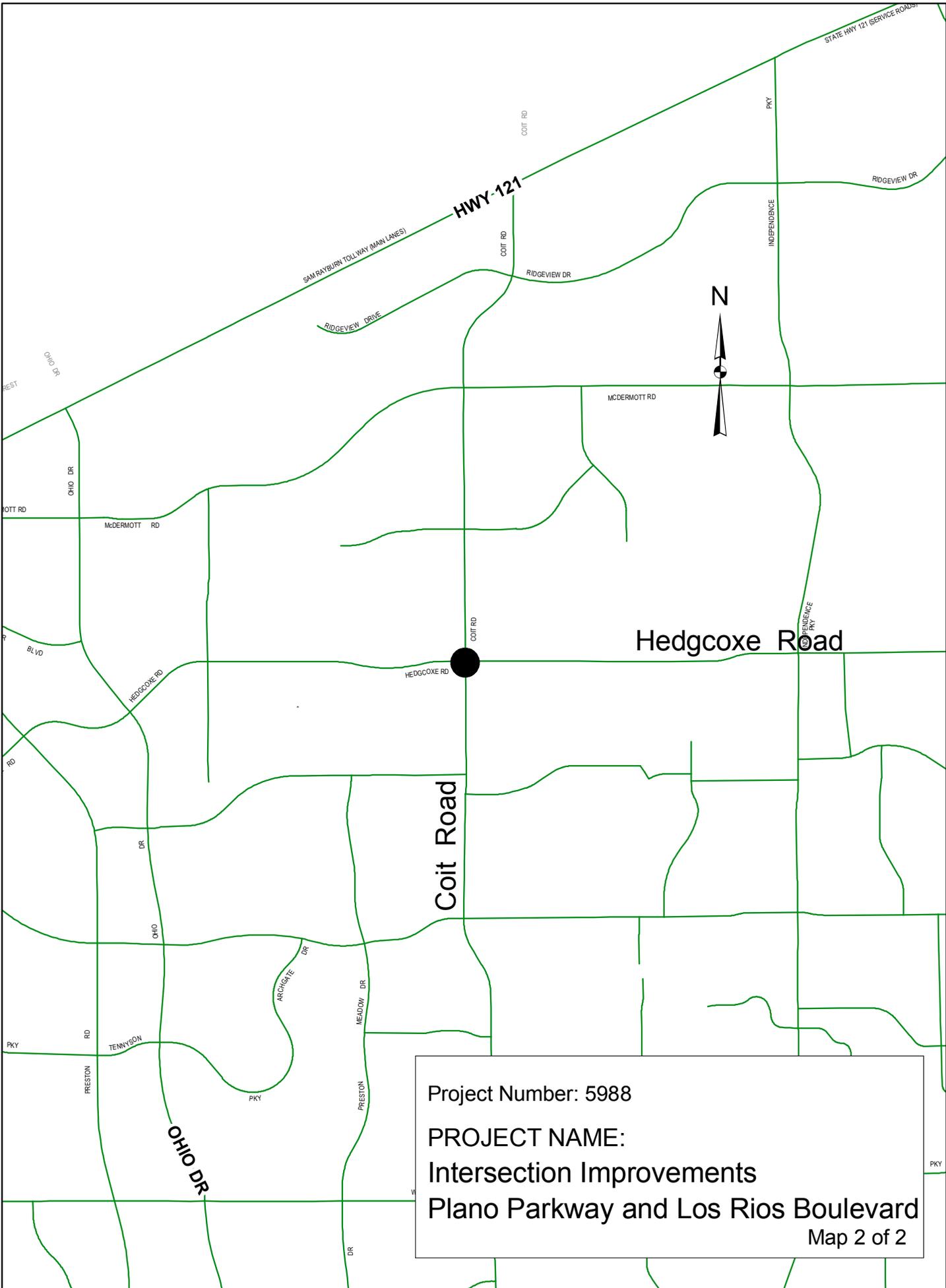


Project Number: 5988

PROJECT NAME:

Intersection Improvements

Plano Parkway and Los Rios Boulevard



Project Number: 5988
PROJECT NAME:
Intersection Improvements
Plano Parkway and Los Rios Boulevard
Map 2 of 2

INTERSECTION IMPROVEMENTS – PLANO PARKWAY & LOS RIOS BOULEVARD

PROJECT NO. 5988

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **LINA T. RAMEY & ASSOCIATES, INC.**, a **TEXAS** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **INTERSECTION IMPROVEMENTS – PLANO PARKWAY & LOS RIOS BOULEVARD** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the City upon the terms and conditions provided herein.

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

I. Employment of the Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City.

III. Schedule of Work

The Engineer agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the

reasonable control of Engineer, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit "C". The contract amount specified in Exhibit "C" shall not be exceeded without the written permission of the City.

V. Information to be Provided by the City

The City agrees to furnish, prior to commencement of work, all that information requested by Engineer and available in City's files.

VI. Insurance

Engineer agrees to meet all insurance requirements, and to require all consultants who perform work for Engineer to meet all insurance requirements, as set forth on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

Engineer agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Engineer shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Engineer's notice shall include a description of the changes and how those changes vary from the insurance requirements of the contract/agreement.

VII. INDEMNITY

THE ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ENGINEER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE

OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE ENGINEER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ENGINEERS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

ENGINEER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF ENGINEER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ENGINEER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ENGINEER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ENGINEER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ENGINEER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VIII. Independent Contractor

Engineer covenants and agrees that Engineer is an independent contractor and not an officer, agent, servant or employee of City; that Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

IX. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of

the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

The Engineer agrees that at any time during normal business hours and as often as City may deem necessary, Engineer shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Engineer agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of Engineer shall execute the affidavit shown in Exhibit "E". Engineer understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

XI. Contract Termination

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

XII. Engineer's Opinion of Probable Construction Costs

The parties recognize and agree that any and all opinions of probable construction costs prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that any bids solicited or received in connection with the Project will not vary from opinions prepared by Engineer.

XIII. Ownership of Documents

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Engineer will revise drawings to reflect changes made during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

XIV. Complete Contract

This Agreement, including the Exhibits lettered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XV. Mailing of Notices

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano
Public Works & Engineering Department
P.O. Box 860358
Plano, TX 75086-0358

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Lina T. Ramey & Associates, Inc.
1349 Empire Central Drive, Suite 900
Dallas, TX 75247
Attn: Lina T. Ramey

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XVI. Miscellaneous

A. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Contract Interpretation:

Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

C. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

CONTINUED ON NEXT PAGE

F. Effective Date:

This Agreement shall be effective from and after execution by both parties hereto.

SIGNED on the date indicated below.

LINA T. RAMEY & ASSOCIATES, INC.
A Texas Corporation

DATE: _____

BY: _____
Lina T. Ramey
PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2010, by **LINA T. RAMEY, President**, of **Lina T. Ramey & Associates, Inc.**, a **Texas** corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2010, by **THOMAS H. MUEHLENBECK, City Manager**, of the **City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

**EXHIBIT A
SCOPE OF SERVICES**

**INTERSECTION IMPROVEMENTS – PLANO PARKWAY AND
LOS RIOS BOULEVARD**

PROJECT NO. 5988

PROJECT DESCRIPTION:

This project includes preliminary and final design related professional engineering services for intersection improvements at four (4) locations in the City of Plano (paving will be 10" reinforced concrete on compacted untreated subgrade). The locations are as follows:

1. Plano Parkway at Los Rios Boulevard – Design an additional left turn lane for eastbound to northbound, and a dedicated right turn for southbound to westbound; use a 45' curb radius, if possible.
2. Plano Parkway at Shiloh Road – Design an additional left turn lane for eastbound to northbound and westbound to southbound. Design a dedicated right turn lane for northbound to eastbound and southbound to westbound, and eastbound to southbound.
3. 14th Street at Los Rios Boulevard – Design an additional left turn lane for eastbound to northbound, and for northbound to westbound and for southbound to eastbound. Design dedicated right turn lanes for northbound to eastbound and southbound to westbound.
4. Hedgcoxe Road at Coit Road – Design an additional left turn lane for northbound, southbound, eastbound and westbound traffic. Design paving plans to eliminate the dip on the west side of the intersection.

Special Design Considerations

It would be noted that, at all locations, particularly those where curb lines are being modified to the outside (toward private property), existing improvements may be affected. Existing landscaping, irrigation lines, utility lines, sidewalk or other items may be affected requiring special design considerations such as relocation, retaining wall construction or special grading. Sufficient survey ties to existing improvements and elevation information must be obtained by the engineer to allow for adequate design of proposed improvements. Existing and proposed elevation information must be provided on the plans to describe the proposed construction and a clear comparison of how well exiting elevations will be matched with the proposed improvements.

BASIC SERVICES:

A. Design Standards

1. This project shall be designed in accordance with the following:
 - Geodetic Monumentation Manual
 - Manual for Right-of-Way Management
 - Storm Drainage Design Manual
 - Erosion & Sediment Control Manual

Thorough Fare Standards Rules & Regulations
Manual for the Design of Water & Sanitary Sewer Lines
Standard Construction Details
Barrier Free Ramp Details
NCTCOG Standard Specifications for Public Works Construction
Special Provisions to NCTCOG Standard Specifications for Public Works
Construction
Sample Plan Set

2. All plans submitted to the City shall be signed and sealed in accordance with state law.

B. Research and Data Collection

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, exiting easement information, and other information available for the project area.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.

C. Design Survey

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
3. Tie right-of-way lines and corners, property lines and corners, buildings, fence lines, trees - inches in diameter and larger, edges of pavements and all other visible features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. TXU Elec., Verizon Telephone, Atmos Gas, Etc.)
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
5. Provide roadway cross sections at a fifty-foot (50') interval relative to the project baseline and at all drives, street intersections, drainage channels or other areas of significance. Cross sections are for project design review and quantity takeoffs and may be a part of the final construction plan set if required for right turn lanes.
6. When underground utilities are exposed, tie to project control baseline.
7. Identify the street address and legal description (lot, block, addition) of all adjacent properties to the proposed construction and show drawings.
8. Survey and elevation work and information shown on plans shall generally extend a minimum of 100' beyond the project construction limits or through and beyond an entire street intersection at the end of a proposed construction area in order to show how well the proposed alignment, lane lines or grades match the existing conditions or to prove adequate surface drainage conditions as related to the project. This will generally be 800' beyond the intersection for left turns and 500' for right turns. In addition, consideration must be given to

portions of roadways beyond the immediate project area, which will be affected by the traffic control barricading plan required for inclusion in the project plans. These areas must be shown in the plans to accurately reflect the plan view conditions (curb alignment, drives, intersections, sign, marking, or other traffic related items). It is anticipated that most of the information in these areas, which needs to be shown on the plans for traffic control plan purposes, may be gathered from aerial photography provided from the City GIS system as verified or revised by the consultant by field observation checking. Items, which are not clearly visible on the aerial photography (signs, markings, newly constructed drives, or other pertinent items) must be added to the plan by the consultant.

9. Coordinate with all franchise utilities in the area to obtain their records relating to the location of their facilities in the project area. Establish the precise horizontal and vertical location of all underground franchise utilities (electric, gas, telecommunication, etc.) in the project area. It is anticipated that the consultant will use Subsurface Utility Engineering (SUE) subcontractors to accomplish this goal.

D. Right-of-way and Easement Requirements

1. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project (if any). Submit to the City of Plano as soon as possible and prior to the preliminary plan submittal.
2. Meet with the City of Plano Staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.

E. Preliminary Design

1. Prepare preliminary construction plans. Prepare the following sheets (22" x 34" size) at the engineering scale indicated:
 - Cover sheet.
 - Project layout control sheet(s). Scale 1" = 100'. (Can be combined with the paving plan sheets)
 - Quantity sheet (sheet by sheet breakdown of all quantities)
 - Typical sections and detail sheets.
 - Paving plan & profile sheets for street improvements. Note that all drives, sidewalk and barrier free ramps must be ADA compliant. Scale 1" = 20': H; 1" + 5': V.
 - Water, sewer and storm sewer relocation plan/ profile sheets Scale 1"=20' H 1"=5' V
 - Drainage area maps (with drainage calculations) for street/drainage improvements (In general, a drainage study is required only where new storm drain is being installed on the project. Analysis of the drainage system will be required as pertains to any new inlet placements. Scale 1" = 20':H 1"=5':V.
 - Construction phasing and temporary traffic control sheets. A generic traffic control plan sheet (City will provide a sample) must be included. Construction phasing may be provided by either verbal description or by inclusion of a plan view layout. When reconstruction an intersection, normal phasing would be to remove and construct one (1) lane at a time with high early strength concrete. Scale 1" = 20'.

- SWPPP sheets meeting EPA and City of Plano requirements. Scale 1" = 40'. Plan view portion can be included in the paving plans. A separate plan sheet for details is required. Surface curb inlet protection shall not be used for existing curb inlets on existing thoroughfare pavement areas. Use "Depressed Back of Curb Sediment Trap" instead of silt fence to prevent silt onto roadway. Use "Pavement Replacement Sediment Trap" for areas where pavement will be removed for pavement widening. Use "Organic Filter Tube" instead of silt fence to prevent silt onto private property. Use City WORD file form for "City of Plano CIP Projects – SWPPP Operator Requirements" as part of SWPPP. A separate plan sheet is required for this item.
 - Landscape and irrigation plan sheets. (Can be combined with paving plan sheets) Scale 1" – 20'.
 - Final buttoning and signage plan sheets. Scale 1" = 40'.
 - Traffic signal plans. Scale 1" = 20'. Although new signal locations are not proposed, there may be locations where existing signals will need to be relocated to allow for project improvements. The consultant will need to determine where these locations are required. If signal work is required, City standard signal sheets must be included in the plans and modified as appropriate by the engineer to reflect this specific project.
 - Street Lighting Plans. Scale 1" = 40'. Plans will show existing and proposed street light locations, pull boxes and conduits. Contract will install new foundations, pull boxes and conduit. (Can be included with paving plan sheets).
 - Cross-sections. Scale 1" = 20':H; 1" = 2':V.
2. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to verify the location of their facilities located in the design survey.
 3. Prepare outline of any special technical specifications needed for the project (if any).
 4. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
 5. Submit six (6) sets of preliminary plans and one (1) set of an outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
 - Engineering
 - Public Works
 - Inspectors
 - Transportation
 - Parks
 - File
 6. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.

7. Distribute the preliminary plans and proposed schedule for bidding and start of construction to local utility companies to obtain information regarding impacts to their facilities.
8. Provide ROW and temporary construction easement descriptions and drawings on 8.5"X11" sheets

F. Final Design

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Finalize construction plans for proposed improvements.
4. Finalize special technical specifications and special conditions (if any).
5. Incorporate standard details (those not included in "City of Plano Standard Construction Details") into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare final construction cost estimates.
7. Submit six (6) sets of pre-final plans and one (1) set of special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
8. Incorporate City final comments into the plans and bid documents.
9. Submit three (3) sets of final black line prints, three bound copies of the bid documents and one single sided unbound original bid document set to the City of Plano.
10. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.

G. Bid Phase Services

1. Assist the City staff in advertising for bids.
2. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
3. Furnish plans and bid documents for up to four (4) plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
4. Prepare and distribute addenda to bid documents as necessary.
5. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
6. Submit a CD-ROM disk of the bid set plans in a PDF format.
7. Provide bid tabulation to the City of Plano within four (4) working days of the bid letting.
8. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
9. Assist City staff in a pre-construction conference.
10. Furnish eleven (11) sets of full size and four (4) sets of half size final construction plans and seven (7) sets of the contract documents manual to the City for construction.

H. Construction Administration

1. Provide periodic site visits by the design engineer with a written inspection report submitted to the City for each visit.
2. Provide written responses to requests for information or clarifications.
3. Prepare plan and quantity revisions as required for change orders. The City will prepare the actual change order form and get it executed by the contractor.
4. Assist the City staff in conducting the final inspection.
5. Recommend final acceptance of work when acceptable.
6. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one black line set to the City and two (2) CD-ROM disks containing scanned images of the 22" x 34" final "as constructed" black line drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc). Each file shall be named in numeric order.

I. Construction Control Survey

1. Set vertical and horizontal control stakes for construction at 500' intervals, and a minimum of one at each end of the project.

SPECIAL SERVICES:

A. Right-of-Way and Easement Surveying

1. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for six (6) parcels of right-of-way on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
2. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for six (6) temporary construction easements on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
3. Prepared exhibits with the field notes first and drawings second. Each parcel shall have its own separate numbers.
4. Set new iron pins at all new corners, PC's and PT's of new right-of-way.

**EXHIBIT B
COMPLETION SCHEDULE**

**INTESECTION IMPROVEMENTS – PLANO PARKWAY AND
LOS RIOS BOULEVARD**

PROJECT NO. 5988

	Activity	Completion Time (Working Days)	
1.	Notice to Proceed	1	
2.	Research and Data Collection	3	
3.	Design Survey	24	
4.	Preliminary Design	75	
5.	City Review	15	
6.	Final Design (Pre-Final Submittal) / ROW & Easement Documents	45	
7.	City Review	15	
8.	Final Design / Documents for Bidding	20	
9.	City Review	15	
10.	Advertise for Bids		
11.	Receive Bids		
12.	Recommendation		
13.	Prepare Council Agenda		
14.	Council Award		
15.	Prepare / Execute Contract		
16.	Schedule Preconstruction		
17.	Notice to Proceed		
18.	Construction		

Engineer completion times are based on working days (Monday through Friday, excluding City holidays) starting at Notice to Proceed or receipt of City reviews.

**EXHIBIT C
PAYMENT SCHEDULE**

**INTESECTION IMPROVEMENTS – PLANO PARKWAY AND
LOS RIOS BOULEVARD**

PROJECT NO. 5988

<u>WORK STAGE SUBMITTAL OR COMPLETION</u>	<u>TOTAL</u>
1. Research and Data	\$2,000.00
2. Design Survey	\$18,000.00
3. Subsurface Utility Engineering	\$40,000.00
4. Preliminary Design	\$90,000.00
5. Signal Design	\$9,000.00
6. Final Design	\$27,000.00
7. Bid Phase	\$5,000.00
8. Construction Administration	\$5,000.00
9. Construction Control Survey	\$4,000.00
Total Basic Fee	\$200,000.00
10. Special Services	
a. Meets and Bounds ROW Descriptions, Exhibits and corners (6@\$1500)	\$9,000.00
b. Temp. Construction Esmt. Descriptions and Exhibits (6@\$500)	\$3,000.00
	<hr/>
	\$12,000.00
TOTAL FEE	\$212,000.00

EXHIBIT "D"
ENGINEERING
INSURANCE

INSURANCE: (Review this section carefully with your insurance agent prior to bid or proposal submission. See "Insurance Checklist" on the last page or specific coverages applicable to this contract).

1. General Insurance Requirements:

- 1.1 The Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Engineer will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."

NOTE: The words "endeavor to" and "but failure to mail such notice shall impose no obligation to liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Engineer from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Engineer's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
 - 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Engineer shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.

- 1.6 Engineer agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.
- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Engineer fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Engineer, and the Engineer shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.
- 1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Engineer. Engineer may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

2. Engineer's Insurance - "Occurrence" Basis:

- 2.1 The Engineer shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist.
 - 2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
 - i. General aggregate limit is to apply per project;
 - ii. Premises/Operations;
 - iii. Actions of Independent Contractors;
 - iv. Contractual Liability including protection for the Engineer from claims arising out of liability assumed under this contract;
 - v. Personal Injury Liability including coverage for offenses related to employment;
 - vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.
 - 2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.

- 2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

The Engineer shall carry Professional Liability insurance which will pay for injuries arising out of negligent errors or omissions in the rendering, or failure to render professional services under the contract, for the term of the Contract and up to three years after the contract is completed in the amount shown in the Checklist.

Professional Errors and Omissions, Limit \$1,000,000
per claim and aggregate of \$3,000,000

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

<input checked="" type="checkbox"/> 1. Workers' Compensation & Employers' Liability	Statutory limits of State of Texas \$100,000 accident \$100,000 disease \$500,000 policy limit disease
<input type="checkbox"/> 2. For Future Use	
<input type="checkbox"/> 3. City Approved Alternative Workers' Comp. Program	\$150,000 medical, safety program
<input checked="" type="checkbox"/> 4. General Liability	Complete entry No. 26 Minimum \$500,000 each occurrence \$1,000,000 general aggregate
<input checked="" type="checkbox"/> 5. General aggregate applies per project (CGL)	
<input checked="" type="checkbox"/> 6. Premises/Operations	(Items No. 3-10 & 12 require)
<input checked="" type="checkbox"/> 7. Independent Contractors	<u>\$500,000</u> combined single limit for bodily injury and property damage
<input type="checkbox"/> 8. Products	damage each occurrence with
<input type="checkbox"/> 9. Completed Operations	\$1,000,000 general aggregate that applies to project under contract
<input checked="" type="checkbox"/> 10. Contractual Liability	
<input checked="" type="checkbox"/> 11. Personal Injury Liability	\$500,000 each offense & aggregate
<input type="checkbox"/> 12. XCU Coverages	
<input checked="" type="checkbox"/> 13. Automobile Liability	\$500,000 Bodily Injury & Property
<input checked="" type="checkbox"/> 14. Owned, Hired & Non-owned	Damage each accident
<input type="checkbox"/> 15. Motor Carrier Act Endorsement	
<input checked="" type="checkbox"/> 16. Professional Liability	\$1,000,000 each claim \$3,000,000 aggregate
<input type="checkbox"/> 17. Garage Liability	\$_____ BI & PD each occurrence

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of **LINA T. RAMEY & ASSOCIATES, INC.** (herein "Contractor") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Consultant

By: _____
Signature

Print Name

Title

Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2010.

Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/22/2010		
Department:		Public Works Administration / David Falls		
Department Head		Alan Upchurch		
Agenda Coordinator (include phone #): Margie Stephens (X4104)				
CAPTION				
<i>Approval of Change Order No. 1 to Hencie International, Inc., increasing the contract by \$82,983.20 for the 2008 -2009 Residential Concrete Pavement Rehabilitation Project, Zone I4, Project No. 5969, Bid No. 2009-79-B.</i>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	2,366,277	5,276,723	3,100,000	10,743,000
Encumbered/Expended Amount	-2,366,277	-1,299,849	0	-3,666,126
This Item	0	-82,983	0	-82,983
BALANCE	0	3,893,891	3,100,000	6,993,891
FUND(S): CAPITAL RESERVE & STREET IMPROVEMENT CIP				
<p>COMMENTS: Funds are included in the 2009-10 Capital Reserve and Street Improvement CIP. This change order, in the amount of \$82,983 will leave a current year balance of \$3,893,891 for the Residential Street & Alley Replacement and Barrier Free Ramps projects.</p> <p>STRATEGIC PLAN GOAL: Street and alley pavement repairs relate to the City's Goals of Financially Strong City with Service Excellence and Great Neighborhoods - 1st Choice to Live.</p>				
SUMMARY OF ITEM				
<p>This change order is for additional concrete street/alley pavement repairs and barrier free ramps in the project area. As the contract progressed, additional street and alley pavement were identified for repair by the contractor while he is working in the area.</p> <p>Staff recommends approval of Change Order No. 1. The total Contract will be \$1,732,855.00, which is a 5.03% increase of the original contract amount of \$1,649,871.80.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Change Order No. 1				

CHANGE ORDER NO. 1

**2008-09 RESIDENTIAL CONCRETE PAVEMENT REHAB
ZONE I 4
PROJECT NO. 5969
PURCHASE ORDER NO. 103698
CIP NO. 35 – 51118 & 33-34556
BID NO. 2009 - 79 - B**

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS**, and **HENCIE INTERNATIONAL, INC.** for the **2008-09 RESIDENTIAL CONCRETE PAVEMENT REHAB PROJECT, ZONE I 4**, dated April 14, 2009.

B. DESCRIPTION OF CHANGE

The change order is for additional concrete pavement repair. As work progressed in the Project area additional street, alley and curb locations were identified for repair by the contractor while he was in the area.

C. EFFECT OF CHANGE

This change order will have the following effect on the cost of this project:

<i>ITEM NO.</i>	<i>ITEM DESCRIPTION</i>	<i>ORIGINAL QUANTITY</i>	<i>REVISED QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>AMOUNT OF CHANGE</i>
100	F/I Full Depth Saw Cut	20,476	32,500	LF	\$1.30	\$15,631.20
101	F/I Longitudinal & Transverse BJ	20,476	32,500	LF	\$1.75	\$21,042.00
102	R/D Existing Conc. Street Pvmt	14,276	14,600	SY	\$4.95	\$1,603.80
103	R/D Existing Conc. Alley Pvmt	13,700	15,200	SY	\$4.95	\$7,425.00
104	F/I Flex Base	1,000	1,100	Ton	\$8.00	\$800.00
105	F/I 8" Street Paving	14,276	14,600	SY	\$40.00	\$12,960.00
106	F/I 7" Alley Paving	13,700	15,200	SY	\$39.00	\$58,500.00
107	F/I Monolithic Curb	9,576	12,000	LF	\$1.30	\$3,151.20
108	F/I Block Sod Grass	1,000	600	SY	\$2.00	-\$800.00
112	R/D/Reconst Conc. Sidewalk	66,000	56,200	SF	\$3.35	-\$32,830.00
113	F/I Type A Barrier Free Ramp	150	145	Each	\$520.00	-\$2,600.00
115	F/I Type 1 Yellow Reflect Buttons	100	0	Each	\$4.00	-\$400.00
116	F/I Type II Yellow Ceramic Button	100	0	Each	\$4.00	-\$400.00
113	F/I Type A Barrier Free Ramp	150	145	Each	\$520.00	-\$2,600.00
114	F/I Type D Barrier Free Ramp	10	15	Each	\$300.00	\$1,500.00
	TOTAL:					\$82,983.20

Original Contract Amount	<u>\$ 1,649,871.80</u>
Contract Amount (Including Previous Change Orders)	<u>\$ 1,649,871.80</u>
Amount, Change Order No. 1	<u>\$ 82,983.20</u>
Revised Contract Amount	<u>\$ 1,732,855.00</u>
Total Percent Increase Including Previous Change Orders	<u>5.03%</u>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add day(s) to this project:

Original Contract Time	<u>150 working days</u>
Amount (Including Previous Change Orders)	<u>150 working days</u>
Amount, Change Order No. 1	<u>0 working days</u>
Revised Contract Time	<u>150 working days</u>
Total Percent Increase Including Previous Change Orders	<u>0.00%</u>

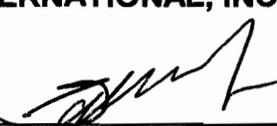
E. AGREEMENT

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **HENCIE INTERNATIONAL, INC.**, do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated April 14th, 2009.

OWNER: CITY OF PLANO

CONTRACTOR: HENCIE INTERNATIONAL, INC.

By: _____
 (signature)

By:  _____
 (signature)

Print
 Name: Thomas H. Muehlenbeck

Print
 Name: Sabeel Fatehdin

Print
 Title: City Manager

Print
 Title: Vice President

Date: _____

Date: 2/24/10

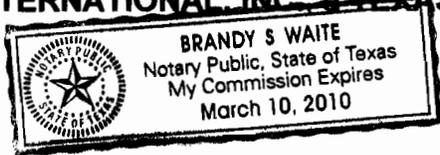
APPROVED AS TO FORM:

By: _____
Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 24th day of February, 2010, by **SABEEL FATEHDIN, VICE PRESIDENT of HENCIE INTERNATIONAL INC., a TEXAS** corporation, on behalf of said corporation.



Brandy S. Waite
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2010, by **THOMAS H. MUEHLENBECK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

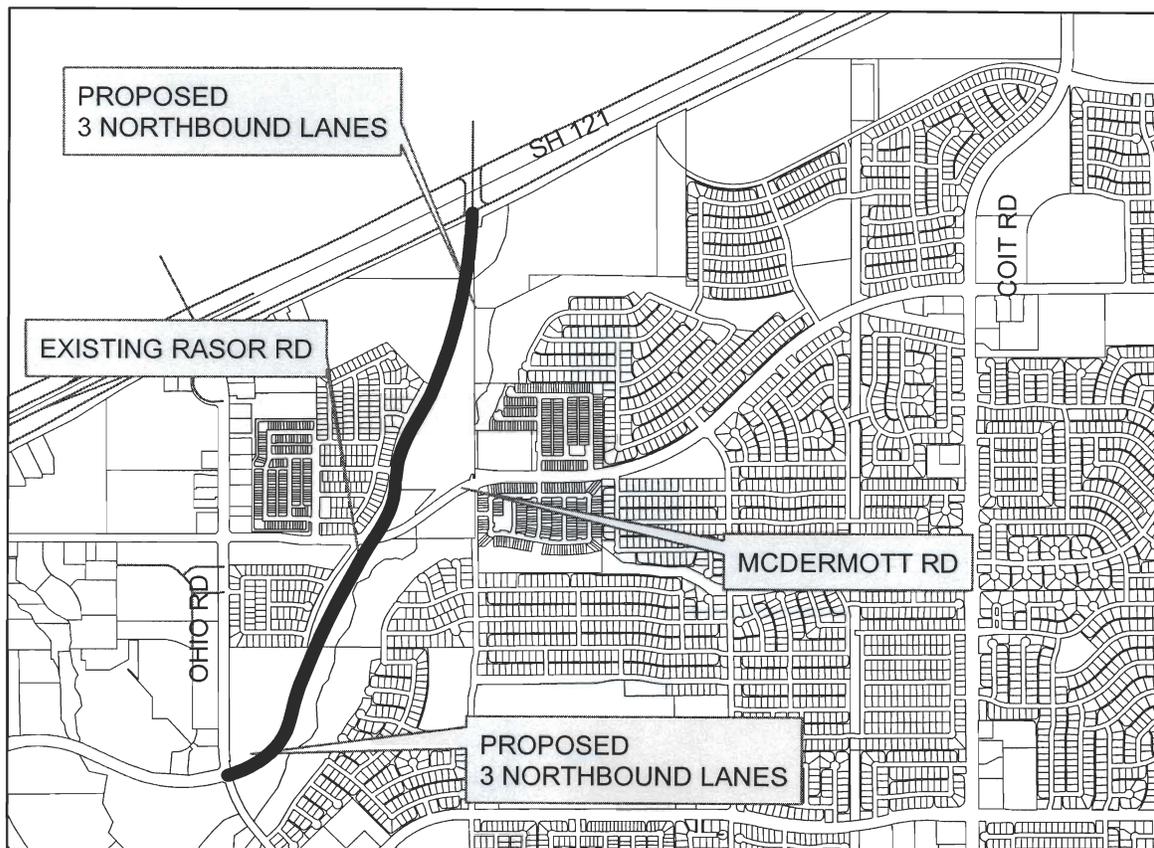
Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		3/22/2010		
Department:		Public Works & Engineering		
Department Head:		Alan L. Upchurch		
Agenda Coordinator (include phone #):		Irene Pegues (7198)		Project No. 5715
CAPTION				
Approval of a Change Order to a contract with Weir Bros. Inc., increasing the contract by \$ 85,622, for Razor Road from Ohio Drive to SH 121, Change Order No. 3. (Original Bid No. 2009-81-B).				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	938,351	3,443,649	0	4,382,000
Encumbered/Expended Amount	-938,351	-3,026,682	0	-3,965,033
This Item	0	-85,622	0	-85,622
BALANCE	0	331,345	0	331,345
FUND(S): STREET IMPROVEMENT CIP				
<p>COMMENTS: Funds are included in the 2009-10 Street Improvement CIP. This change order, in the amount of \$85,622, will leave a current year balance of \$331,345 for the Razor – Ohio to SH 121.</p> <p>STRATEGIC PLAN GOAL: Street improvements relate to the City's Goals of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>This change order, in the amount of \$85,621.97, is for revising the scope of work to include thicker concrete pavement, asphalt base, revisions to pavement marking, signage, drainage structures, sidewalks, curbs, ramps and erosion control. These changes were necessary due to changes made by TxDOT to the approved scope of work.</p> <p>Staff recommends approval of Change Order No. 3. The contract total will be \$4,362,473.45 which includes change orders of 3.88% of the original contract amount of \$4,199,511.92.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map; Change Order No. 3			N/A	

Razor Road - Ohio to SH 121 Project # 5715



**CITY OF PLANO ENGINEERING DEPARTMENT
COMMUNITY INVESTMENT PROJECT**



1 in = 2,000 ft

CHANGE ORDER NO. 3

**RASOR ROAD FROM OHIO DRIVE TO SH 121
PROJECT NO. 5715
PURCHASE ORDER NO. 103715
CIP NO. 33-31411
BID NO. 2009-81-B**

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS**, and **WEIR BROS., INC.**, for the **RASOR ROAD FROM OHIO DRIVE TO SH 121 PROJECT** dated **June 22, 2009**.

B. DESCRIPTION OF CHANGE

The change order is for Rasor Road and S.H. 121 Intersection. This additional construction cost is due to TxDOT requiring changes in the design that was previously approved for the work at this intersection. In order to bring the portion of roadway in TxDOT Right Of Way in compliance with TxDOT specifications new items have to be added and changes have to be made to the quantities of different items of work. These items of work include thicker concrete pavement, asphalt base, revisions to pavement marking, signage, drainage structures, sidewalks, curbs, ramps and erosion control.

C. EFFECT OF CHANGE

This change order will have the following effect on the cost of this project:

CONTINUED ON NEXT PAGE

ITEM NO.	ITEM DESCRIPTION	ORIGINAL QUANTITY	REVISED QUANTITY	UNIT	UNIT PRICE	AMOUNT OF CHANGE
7	BORROW	46521.00	46095.00	CY	\$1.86	\$ (792.36)
8	UNCLASSIFIED STREET EXCAVATION	5005.00	5255.00	CY	\$1.90	\$ 475.00
9	6" LIME STABILIZED COMPACTED SUBGRADE	47401.00	45833.00	SY	\$1.60	\$ (2,508.80)
10	HYDRATED LIME (36 LBS./SY)	854.00	826.00	TON	\$125.00	\$ (3,500.00)
11	8" 5000 PSI REINFORCED CONCRETE PAVEMENT	44960.00	43460.00	SY	\$27.23	\$ (40,845.00)
12	6" INTEGRAL CONCRETE CURB	22158.00	21237.00	LF	\$1.00	\$ (921.00)
14	6" REINF. CONC. LANDSCAPE MAINTENANCE RAMP	13.00	13.00	EA	\$550.00	\$ -
18	4"x4" ACRYLIC REFLECTIVE TRAFFIC BUTTON (CLEAR)	1285.00	1289.00	EA	\$2.93	\$ 11.72
19	4" NONREFLECTIVE CERAMIC TRAFFIC BUTTON (WHITE)	3126.00	3136.00	EA	\$2.60	\$ 26.00
26	TXDOT TRAFFIC BUTTON (TYPE II-C-R) ITEM 672-2017	49.00	16.00	EA	\$2.93	\$ (96.69)
27	TXDOT 4" LANE STRIPE (WHITE) ITEM 666-2145	160.00	176.00	LF	\$0.75	\$ 12.00
28	TXDOT 8" LANE STRIPE (WHITE) ITEM 666-2153	314.00	0.00	LF	\$1.40	\$ (439.60)
29	TXDOT 12" CROSSWALK (WHITE) ITEM 666-2155	475.00	469.00	LF	\$2.25	\$ (13.50)
30	TXDOT 24" STOP BAR (WHITE) ITEM 666-2157	200.00	173.00	LF	\$4.50	\$ (121.50)
31	TXDOT PVM'T MARKING WORD (WHITE) ITEM 666-2173	2.00	1.00	EA	\$95.00	\$ (95.00)
32	TXDOT ELIMINATE EX. 4" STRIPING (ITEM 677-2001)	1715.00	28.00	LF	\$0.75	\$ (1,265.25)
33	TXDOT ELIMINATE EX. 12" STRIPING (ITEM 677-2005)	140.00	539.00	LF	\$2.25	\$ 897.75
34	TXDOT ELIMINATE EX. 24" STRIPING (ITEM 677-2007)	110.00	58.00	LF	\$4.00	\$ (208.00)
37	TXDOT ELIMINATE EX. WORD (ITEM 677-2018)	2.00	3.00	EA	\$40.00	\$ 40.00
40	MEDIAN PAVING STONE W/ CONCRETE BASE	1271.00	1779.00	SF	\$7.90	\$ 4,013.20
41	MONOLITHIC MEDIAN NOSE	14.00	14.00	EA	\$720.00	\$ -
45	BARRIER FREE RAMP	9.00	2.00	EA	\$1,000.00	\$ (7,000.00)
47	REMOVE EX. INLET	2.00	3.00	EA	\$550.00	\$ 550.00
51	24" CLASS III RCP	1038.00	1038.00	LF	\$44.00	\$ -
63	TXDOT TYPE C CURB INLET (ITEM 465-2001)	2.00	0.00	EA	\$2,310.00	\$ (4,620.00)
74	CONNECT TO EX. PIPE/BOX	13.00	14.00	EA	\$1,342.00	\$ 1,342.00
100	6" TOPSOIL, BERMUDA GRASS SOD, FERT. & WATER	26460.00	25363.00	SY	\$2.71	\$ (2,972.87)
101	HYDROMULCH BERMUDA GRASS, FERT. & WATER	24037.00	22940.00	SY	\$0.65	\$ (713.05)
102	SHUMARD OAK - 45 GAL. CONTAINER GROWN	3.00	2.00	EA	\$210.02	\$ (210.02)
103	GOLDEN RAINTREE - 45 GAL. CONTAINER GROWN	17.00	14.00	EA	\$301.50	\$ (904.50)
104	REDBUD - 45 GAL. CONTAINER GROWN	20.00	13.00	EA	\$301.50	\$ (2,110.50)

ITEM NO.	ITEM DESCRIPTION	ORIGINAL QUANTITY	REVISED QUANTITY	UNIT	UNIT PRICE	AMOUNT OF CHANGE
105	GINKGO - 30 GAL. CONTAINER GROWN	14.00	11.00	EA	\$225.38	\$ (676.14)
106	BALD CYPRESS - 45 GAL. CONTAINER GROWN	20.00	16.00	EA	\$210.02	\$ (840.08)
107	LIVE OAK - 45 GAL. CONTAINER GROWN	8.00	5.00	EA	\$210.02	\$ (630.06)
108	CHINQUAPIN OAK - 45 GAL. CONTAINER GROWN	21.00	16.00	EA	\$222.22	\$ (1,111.10)
110	FOUNDATION FOR TRAFFIC SIGNAL (36" DRILL SHAFT)	12.00	14.00	LF	\$240.00	\$ 480.00
111	FOUNDATION FOR PEDESTRIAN SIGNAL (24" DRILL SHAFT)	14.00	12.00	LF	\$150.00	\$ (300.00)
116	TRAFFIC SIGNAL LAMP VEHICLE SECTION (12")(LED)	20.00	17.00	EA	\$271.76	\$ (815.28)
122	BACK PLATE (3 SECTION) (12")	5.00	4.00	EA	\$55.00	\$ (55.00)
3a	TXDOT 20" LIME STAB COMP SUBGRADE (ITEM 260-2040)	0.00	1599.00	SY	\$5.75	\$ 9,194.25
3b	TXDOT HYDRATED LIME (120 LBS/SY) ITEM 260-2001	0.00	96.00	TON	\$125.00	\$ 12,000.00
3c	PAVEMENT (CRCP) ITEM 360-2003	0.00	1500.00	SY	\$52.95	\$ 79,425.00
3d	TXDOT 4" TYPE B HMA CP BASE	0.00	1599.00	SY	\$22.15	\$ 35,417.85
3e	TXDOT TYPE II MONOLITHIC CURB (5") ITEM 529-2002	0.00	601.00	LF	\$1.00	\$ 601.00
3f	TXDOT 5' SIDEWALK (ITEM 531-2003)	0.00	78.00	SF	\$4.50	\$ 351.00
3g	TXDOT PVM'T MARKING 36" YIELD TRI (WHITE) ITEM 666-2175	0.00	8.00	EA	\$95.00	\$ 760.00
3h	TXDOT CURB RAMP TYPE 1 (ITEM 531-2005)	0.00	1.00	EA	\$1,000.00	\$ 1,000.00
3i	TXDOT CURB RAMP TYPE 8 (ITEM 531-2011)	0.00	3.00	EA	\$1,000.00	\$ 3,000.00
3j	TXDOT CURB RAMP TYPE 22 (ITEM 531-2014)	0.00	3.00	EA	\$1,000.00	\$ 3,000.00
3k	TXDOT TYPE I CURB INLET (ITEM 465-2029)	0.00	2.00	EA	\$2,310.00	\$ 4,620.00
3l	Remove Existing 24" RCP Pipe	0.00	57.00	LF	\$22.00	\$ 1,254.00
3m	Relay 24" RCP per TxDOT	0.00	47.00	LF	\$19.50	\$ 916.50
	TOTAL:					\$ 85,621.97

Original Contract Amount	<u>\$ 4,199,511.92</u>
Contract Amount (Including Previous Change Orders)	<u>\$ 4,276,851.48</u>
Amount, Change Order No. 3	<u>\$ 85,621.97</u>
Revised Contract Amount	<u>\$ 4,362,473.45</u>
Total Percent Increase Including Previous Change Orders	<u>3.88%</u>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add 10 days to this project:

Original Contract Time	<u>200 working days</u>
Amount (Including Previous Change Orders)	<u>211 working days</u>
Amount, Change Order No.3	<u>10 working days</u>
Revised Contract Time	<u>221 working days</u>
Total Percent Increase Including Previous Change Orders	<u>10.50%</u>

E. AGREEMENT

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **WEIR BROS & INC.**, do hereby agree to append this Change Order No. 3 to the original contract between themselves, dated **June 22, 2009**.

OWNER: CITY OF PLANO

CONTRACTOR: WEIR BROS., INC.

By: _____
(signature)

By: Mike Weir
(signature)

Print
Name: Thomas H. Muehlenbeck

Print
Name: Mike Weir

Print
Title: CITY MANAGER

Print
Title: VICE PRESIDENT

Date: _____

Date: 3/10/10

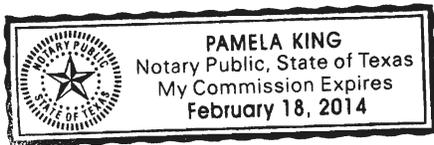
APPROVED AS TO FORM:

By: _____
Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 10th day of March, 2010, by **MIKE WEIR, VICE PRESIDENT** of **WEIR BROS. INC.**, a **TEXAS** corporation, on behalf of said corporation.



Pamela King
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2010, by **THOMAS H. MUEHLENBECK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/22/2010		
Department:		Purchasing		
Department Head		Mike Ryan		
Agenda Coordinator (include phone #): Sharron Mason x7247				
CAPTION				
Approval of change order to Motorola USA, Inc., increasing the contract by \$1,521,001.00 for CSP P25 Trunk Radio System simulcast site additions to Communications Tower and Schoolhouse, Change Order # 2. Bid No. 2009-137-C.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	722,859	15,277,141	8,000,000	24,000,000
Encumbered/Expended Amount	-722,859	-13,600,196	0	-14,323,055
This Item	0	-1,521,001	0	-1,521,001
BALANCE	0	155,944	8,000,000	8,155,944
FUND(S): TECHNOLOGY IMPROVEMENTS (CO'S/TAX NOTES)				
<p>COMMENTS: Funds are available from the 2008 and 2009 sale of Tax Notes and 2010 sale of Certificates of Obligation. This change order, in the amount of \$1,521,001, will leave a re-estimated current year balance of \$155,944 for the Radio System Infrastructure Replacement project.</p> <p>STRATEGIC PLAN GOAL: The additional equipment for the radio system infrastructure replacement project relate to the City's Goals of Financially Strong City with Service Excellence and Safe Large City.</p>				
SUMMARY OF ITEM				
<p>Two additional simulcast remote sites are included in this change order which will be staged at CCSi and implemented as part of the Radio System Infrastructure Replacement project.</p> <p>Staff recommends approval of Change Order No. 2. The contract total will be \$13,792,399.00, which includes change orders of 12.39% of the original contract amount of \$12,271,398.00.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Change Order 2				

PAWM P25 Simulcast

City of Plano Change Order #2

Overview

This document details the scope changes discussed with the City of Plano during the Design Review process. Should further clarifications or changes be required, Motorola will revise our proposal and price pages to reflect final scope.

Scope Changes

1. Simulcast Site Additions at Communications Tower and Schoolhouse

Two additional Simulcast Remote Sites are included in this change order which will be staged at CCSi and implemented as part of the project. The equipment list reflects the addition of the following equipment:

- Master site licenses and site switching hardware for both sites
- Remote site infrastructure at two sites including network equipment, time synchronization, (12) GTR stations, racks, surge protection and MOSCAD site monitoring. Please note, the twelve (12) GTR stations associated with one of the sites were included in Change Order #1. This change order includes the additional site equipment and implementation services described herein
- Antenna systems at two sites including (2) 260' transmit line runs and (1) 290' receive line run with combiners and multicouplers

The pricing of this change order assumes an "Avenue N" type of installation at both new sites. Motorola assumes that Plano will provide a tower, shelter, UPS, Generator, electrical, grounding and bonding at these sites within the timeframe of the existing project schedule and no later than June 2010. As such, the Motorola project labor (Project Management, Engineering, and System Technologist) included in this change order is quoted under the assumption that the two new sites will be implemented during the same time-frame as the original seven (7) sites. Motorola will reassess the costs associated with system deployment and optimization should the City's construction of the two new sites become delayed to the point that we are unable to include these two new sites in the currently scheduled deployment phase of

Cities of Plano, Allen, Wylie, and Murphy, Texas
Change Order for Plano
February 16th, 2010



the seven (7) original sites. Motorola will provide a quote for additional Project Management, Engineering and System Technologist labor if necessary.

Plano must license their existing frequencies at these two new sites within the due dates in the project schedule. They must also provide site interconnectivity and capacity on their Microwave system based on the specifications required for the system design.

The following table provides an overview of the site development responsibilities of Plano and Motorola

Table 1: Site Development Responsibilities for Communications Tower and Schoolhouse Sites

Site Improvements	Motorola	City of Plano
Bond new equipment to existing site common ground system	X	
Provide PE sealed drawings for the site layout, grounding, as well as antennas and line installation per R56 requirements	X	
Prepare record drawings of the site showing the as-built information	X	
Perform three-point or clamp-on ground system testing	X	
Provide structural engineering analysis for antenna support structure, to support the proposed antenna system	X	
Tower mapping, structural measurement survey, materials testing, geotechnical investigation and/or other field investigation to acquire the data		X
Make structural improvements to towers that fail structural analysis		X
Design and provide multi-antenna support platform or side mounts, to support proposed antennas on guyed or self-supported towers	X	
Install antenna systems and perform sweep tests	X	
Provide AC power modifications/expansions to support proposed equipment	X	
Provide UPS systems		X
Install Type 3 Surge Protection on all Motorola-Supplied Equipment	X	
Provide and Install Type 1 and Type 2 Surge Protection as follows		X
Provide ground system upgrades to meet R56 Guidelines for Communication Sites		X
Motorola and Plano will work together to confirm existing or planned generators are adequately sized to support the proposed and existing equipment. Plano will supply new generators if existing generators are not adequately sized.		X
Provide EME plans for the sites to comply with FCC requirements, prior to starting tower work.		X

Cities of Plano, Allen, Wylie, and Murphy, Texas
 Change Order for Plano
 February 16th, 2010



Site Improvements	Motorola	City of Plano
As applicable, coordinate, prepare, submit, and pay for all required permits and inspections.		X
Pay for any easement or usage fees.		X
Pay for all utility connection, pole or line extensions and any easement or usage fees. Utility connections to be supplied within 50 feet of main panels supplied by Motorola.		X
Review and approve site design drawings within seven calendar days of submission by Motorola or our subcontractors. Should a re-submission be required due to errors or omissions, the Cities shall review and approve the re-submitted plans within seven calendar days from the date of submittal.		X
Pay for the usage costs of power and leased lines both during the construction/installation effort and on an ongoing basis.		X
Application fees, taxes, and recurring payments for lease/ownership of the property.		X
Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.		X
Secure clear and unencumbered title, memorandum of understanding or lease agreement with the property owners.		X
Provide a right of entry letter from the site owner for Motorola to conduct field investigations.		X
Provide clear and stable access roads to the sites for heavy-duty construction vehicles, cement trucks and cranes. Sufficient space must be available at the site for these vehicles to maneuver under their own power without assistance from other equipment.		X

2. Subscribers

2.1 Plano XTS5000 Portables

Per the City of Plano's request, we have included (65) additional XTS5000 Portables equipped with P25 digital operation, integrated voice and data, over-the-air programming, remote speaker microphones, IMPRES single unit chargers, spare batteries and additional two-year depot level service. We have included the cost to program these radios once as part of the change order. The templates used for these radios will be the same as those developed under the original contract (i.e. this change order does not include additional templates).

Cities of Plano, Allen, Wylie, and Murphy, Texas
Change Order for Plano
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2.2 Plano Motorcycle Upgrades

We have included (6) Motorcycle conversion kits to change from existing W control heads to O5 control heads. The kit includes the O5 control head, associated cables and programming services.

2.3 Logging Radio

Per the City of Plano's request we have added (1) XTL2500 radio to serve as a spare for the logging recorder solution. Motorola is providing hardware only, no configuration or installation services are necessary as this unit will serve as a spare.

2.4 Extended Warranty on Existing Subscribers

Per the City of Plano's request we have added extended coverage for existing subscriber units (3 years) to match the extended coverage of new subscriber units. The following table summarizes the quantities of existing units that are being upgraded as part of the PAWM P25 Simulcast project. The pricing given in Section 7 (Pricing) provides 3 years of extended coverage for types and quantities of radios indicated in the table below.

Table 2: Existing Subscribers for Extended Warranty Coverage

Radio Type	Plano
Motorola ASTRO Spectra Mobile **	excluded
Motorola XTL2500 Mobile	6
Motorola XTL5000 Mobile	189
Motorola XTS3000 Portable **	excluded
Motorola XTS2500 Portable	96
Motorola XTS5000 Portable	152
ASTRO Spectra Consolette **	excluded
XTL2500 Control Station	2
XTL5000 Consolette	39
Motorola XTL5000P25 Mobile	28
Motorola XTL2500P25 Mobile	7
Motorola XTS5000P25 Portable	7
Motorola XTL 5000 Consolette	24
Motorola XTS5000P25 Portable	66
Total	616

Cities of Plano, Allen, Wylie, and Murphy, Texas
 Change Order for Plano
 February 16th, 2010



** These units are not included in the 3 years of extended coverage. The ASTRO Spectra will be excluded from product support as of 12/31/2010 and the XTS3000 were excluded from product support as of 12/31/2009.

3. ISSI Interface

Per PAWM's request, Motorola has included (1) ISSI.1 Network Gateway with software capability for (3) ISS1.1 Gateway applications and network equipment. Our understanding is that PAWM would like to procure this equipment so it may be staged at CCSi and preliminarily tested although no ISSI connections are planned in the near future. Therefore, we have included the necessary equipment and CCSi staging services as part of this change order and installation at the Avenue N Master site as part of this project. We have not included additional services, testing or field support to interconnect ISSI to other systems or test this interface beyond CCSi testing. Please note that when the ISSI interface is implemented and depending on the timeframe and types of connections, additional services and possibly software or hardware may be required.

ISS1.1 allows connections to other Project 25 compliant systems equipped with the P25 ISSI interface which includes hardware, software and network equipment. Site links, pre-planning and configuration are required to support ISSI calls across multiple systems. ISS1.1 supports basic call services including Group Call and Emergency Calls. Currently it does not support Dynamic System Resilience (DSR) so when a switch to the Backup Master site occurs, intersystem communication will not be possible. Additionally, ISS1.1 supports P25 Phase 1 FDMA operation only at this time.

4. Site Frequency Reference Hardware

We have added (4) additional 10MHz cards to previously proposed TRAK units (one at each of the four Data Radio mobile data sites) to accommodate the City of Plano's new data system hardware. Motorola is providing equipment only and no services or support to connect, test or support the interface with the Data Radio stations.

5. Outdoor Warning System Hardware

(1) Additional portable activation unit (football) consisting of FEP, ACE3600 RTU, laptop and radio has been added for the OWS. This includes assembly and configuration services to create a fully functional portable activation unit.



6. Network Equipment

Motorola has added (2) additional Customer Enterprise Network (CEN) Ethernet switches to provide CEN LAN connectivity for the Prime Site Switching Command PC, OTAP Client and Outdoor Warning System Front End Processing equipment. One (1) switch will be located at the Avenue K dispatch center and one (1) switch will be located at the radio shop. In addition, (2) LAN extenders have been added to supply connectivity from the Avenue K dispatch center CEN LAN switch to the microwave system located at the Avenue K radio tower. Motorola will assist with the configuration of these items; however, they are intended for use in the City's enterprise network, thus the City of Plano will determine where these devices will be installed and provide assistance with the design and configuration of these network extensions. In addition, these network interface devices are intended to provide the network interfaces for the equipment described above. The City of Plano is responsible for providing the medium (e.g. wireless or wireline T1 and LAN/WAN circuits) to which the network interface devices will be attached.

7. Pricing

Equipment	\$1,027,000.00
Project Management and Installation Services	\$425,421.00
Extended Warranty for Existing Subscribers (see detail below)	\$94,580.00

TOTAL CHANGE ORDER PER SCOPE ABOVE **\$1,547,001.00**

Q1 Promotion on Subscribers @\$400.00 savings each **-26,000.00**

Subscribers must be ordered and shipped by 3/19/2010

Total Change Order **\$1,521,001.00**

Cities of Plano, Allen, Wylie, and Murphy, Texas
Change Order for Plano
February 16th, 2010





**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		March 22, 2010		
Department:		Customer and Utility Services		
Department Head		Mark D. Israelson, Assistant City Manager		
Agenda Coordinator (include phone #): Nancy Rodriguez, X7510				
CAPTION				
A Resolution of the City of Plano, Texas, endorsing certain legislative changes relating to the Sunset Review of the Texas Public Utility Commission and the Special Purpose Review of the Electric Reliability Council of Texas, and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS: This item has no fiscal impact.				
SUMMARY OF ITEM				
<p>The City of Plano is a member of Cities Aggregation Power Project, Inc. ("CAPP"). The CAPP Board of Directors has voted to authorize certain legislative efforts pertaining to the Sunset Commission's review of the Public Utility Commission ("PUC") and the Electric Reliability Council of Texas ("ERCOT"). The Sunset agency's recommendations pertaining to both organizations are expected to form the basis of bills during the 82nd Legislative Session in 2011. As such, CAPP will recommend legislative action related to the Sunset Commission's examination of both the PUC and ERCOT. In addition, CAPP will offer all resolutions of its members during Sunset hearings to apprise lawmakers of CAPP Cities' perspective on how to make the electric market more competitive and beneficial to consumers.</p>				
List of Supporting Documents: Staff Memorandum			Other Departments, Boards, Commissions or Agencies	

M E M O R A N D U M

TO: City Council

THROUGH: Thomas H. Muehlenbeck, City Manager

FROM: Mark D. Israelson, Assistant City Manager

DATE: March 22, 2010

RE: ENDORSING CAPP'S 2010 SUNSET ADVOCACY

PURPOSE

The City of Plano is a member of Cities Aggregation Power Project, Inc. ("CAPP"). The CAPP Board of Directors has voted to authorize certain legislative efforts pertaining to the Sunset Commission's review of the Public Utility Commission ("PUC") and the Electric Reliability Council of Texas ("ERCOT"). The Sunset agency's recommendations pertaining to both organizations are expected to form the basis of bills during the 82nd Legislative Session in 2011. As such, CAPP will recommend legislative action related to the Sunset Commission's examination of both the PUC and ERCOT. In addition, CAPP will offer all resolutions of its members during Sunset hearings to apprise lawmakers of CAPP Cities' perspective on how to make the electric market more competitive and beneficial to consumers.

DISCUSSION

In 1999, Texas lawmakers adopted Senate Bill 7, the state's electric deregulation law. The legislation expanded competition in the wholesale electricity market and opened the door to competition among electric retailers. Proponents of the legislation promised lower electric prices.

Unfortunately, the reality has been otherwise. Although Texans paid electric prices well below the national average during the decade before Senate Bill 7 was passed, customers in deregulated parts of the state now pay prices above the national average. In fact, even the lowest residential electric rates in deregulated areas of Texas typically exceed rates paid by **all residents** of neighboring states, such as those in Oklahoma and Louisiana.

CAPP believes that for deregulation to fulfill its promise, the market must become more competitive. Problems include the ability of some generators to exercise monopoly-like control in large swaths of the state, and the inability of many consumers to make informed choices because of confusion in the retail electricity market. Efforts to address market design issues by ERCOT also have been mismanaged, gone over budget and fallen behind schedule.

As an active market participant, CAPP is in the unique position to identify problems that have developed in the deregulated marketplace and to provide a consumer's perspective to legislators interested in fixing those problems.

Based upon this point of view, CAPP has formulated recommendations for the Sunset Advisory Commission as it conducts its PUC and ERCOT reviews. CAPP's recommendations are intended to improve competition in the electric market place by making the PUC and ERCOT more accountable to consumers, by limiting market power, and by creating competitive options for all customers. CAPP's recommendations reflect the organization's desire for a truly healthy electric market where consumers can save and competition can flourish. Such a market — one where power remains affordable and reliable — will mean more economic development for Texas cities, and a better standard of living for our citizens.

Legislative change is necessary to better protect cities' budgets, enhance cities' ability to protect their citizens, and increase competition among retail providers. The following changes are proposed by the CAPP Board:

- All generators, regardless of size, should explicitly be barred from the unlawful exercise of market power.

Current PUC rules protect relatively small generation companies from prosecution for anti-competitive behavior. But generators that control a small portion of the wholesale electricity market can sometimes have a big impact on prices. For instance, a relatively small operator in Texas temporarily drove up overall spot market prices in 2007 by engaging in an energy bidding practice that the Wall Street Journal said was "reminiscent of one that played a role in the meltdown of California's electricity market."

- Entities such as municipalities, commercial customers or retail electric providers harmed by wholesale market abuse should be given explicit standing to participate in market power abuse enforcement actions brought by the PUC.

In 2007, the Texas Public Utility Commission initiated an enforcement proceeding against TXU for allegedly engaging in anti-competitive behavior. PUC staff found that improper actions by TXU during a short interval in 2005 had increased overall wholesale energy costs by more than \$50 million. However, Retail Electric Providers, municipalities and others harmed by these higher costs were barred from participating in the enforcement proceeding. Such entities can contribute resources and expertise to the often overburdened PUC.

- Fines should be increased for market abuses in such a way that the PUC can order full restitution to the market, market participants, or parties injured by the violation.

In the above case, TXU's improper behavior was found by the PUC staff to have caused more than \$50 million in harm to the wholesale energy market. However, the

PUC fined the company only \$15 million — an amount not even equal to the extra revenue the PUC said TXU generated from its anti-competitive activities.

- Activities defined as market abuse by the Federal Energy Regulatory Commission should be prohibited.

According to a 2007 Wall Street Journal report, a generation company operating in Texas has freely engaged in an activity that appears to be very similar to energy bidding practices associated with Enron behavior in California. However, the activities are not expressly prohibited in Texas and as a consequence of the company's actions, it can collect \$157,000 an hour to run its plant — or more than 10 times the amount it would collect under more typical circumstances, according to the newspaper. The FERC, with authority over most wholesale electricity markets in the U.S., has the ability to recognize, define and prohibit market power abuse. Texas should prohibit the type of market abuse that occurs elsewhere in the country, as prescribed by the FERC.

- The statutory purpose of the PUC should be modified to ensure that the agency harmonizes its pursuit of competition with the protection of electric consumers.

Leaders at the Texas Public Utility Commission are some of state government's most enthusiastic advocates for electric competition. However, in their zeal to promote the Texas deregulation law, leaders at the PUC have overlooked the higher electric prices paid by Texans relative to electric prices elsewhere. A slight adjustment of the Public Utility Regulatory Act would direct the agency to maintain its focus on consumer protection, even while it continues promoting electric competition.

- As a condition of conducting business in Texas, Retail Electric Providers (“REPs”) should be required to include among their offers one standard electricity package that has PUC-approved terms and conditions. Such standard offer products will ensure that REPs compete based on price, not on customer confusion.

Comparing electric deals can be difficult. A quick review of the power to choose website reveals a bewildering array of offers, each with difficult-to-comprehend fine print. Because the details of each offer vary, it is nearly impossible for consumers to make apples-to-apples comparisons when they shop for electricity. Requiring REPs to include among their offers a standard deal established by the Public Utility Commission would reduce confusion among residential electricity consumers. REPs would have the freedom to price such standard deals in any way they see fit.

- The number of consumer representatives on the ERCOT board should be increased from the current three members, to six.

The ERCOT board sets many important rules for the Texas wholesale electricity market. The board is comprised of men and women who represent electric generation companies, retail electric providers and others with a financial stake in

the market. However, end-use consumers — that is, those who ultimately pay all costs associated with the market — have been historically under-represented. As a consequence, consumers have been unable to block or mitigate potentially expensive initiatives that may benefit those with a financial interest in higher electric prices, but which do not hold any clear benefit for end-use consumers.

- The Office of the Comptroller should be assigned a seat on the ERCOT board and on appropriate budget oversight panels within ERCOT. The Comptroller's office should be given access to all ERCOT contracting material and be charged with conducting a bi-annual performance review of ERCOT.

Mismanagement at ERCOT has led to cost overruns and even criminal convictions by top officials there. In 2003, for instance, the PUC directed ERCOT to begin making important changes to its management system for the wholesale electricity market. These changes were estimated to cost no more than \$76.3 million and were expected to be in place by Oct. 1, 2006. Unfortunately, the project's costs have increased by at least 800 percent, and it is now four years behind schedule. Comptroller oversight would help discourage such costly missteps in the future.

- The PUC should be required to provide prior approval of all debt financing by ERCOT.

Debt service costs at ERCOT has increased by more than 400 percent since the 2003 fiscal year. The organization also has increased its use of debt to finance capital projects in recent years, including at least one recent capital project that is 100 percent financed with debt. More PUC oversight is required to ensure that the organization does not meet its annual budget targets through the inappropriate use of debt to shift costs into the future.

The CAPP Board, made up exclusively of City representatives, requests that the City Council pass the attached resolution endorsing CAPP's legislative/Sunset agenda.

RECOMMENDATION

The staff of the City of Plano recommends that the City Council adopt the attached resolution.

A Resolution of the City of Plano, Texas, endorsing certain legislative changes relating to the Sunset Review of the Texas Public Utility Commission and the Special Purpose Review of the Electric Reliability Council of Texas, and providing an effective date.

WHEREAS, the City of Plano is a member of Cities Aggregation Power Project, Inc. (“CAPP”), a non-profit organization created by cities throughout Texas to secure affordable energy for its members in the deregulated electric market; and

WHEREAS, affordable and reliable power means economic development for our cities and a better standard of living for our citizens; and

WHEREAS, by deregulating the retail electric market, Senate Bill 7 of 1999 (“SB 7”) was intended to allow competitive forces to drive down the price of electricity; and

WHEREAS, CAPP’s eight-year experience with the deregulated market, including negotiating power contracts with several different retail electric providers, indicates that the Texas electric retail market has failed to develop into a truly competitive market as envisioned by the Texas Legislature; and

WHEREAS, competition has failed to develop in the deregulated electric market because certain power generation companies own or control enough generation capacity to exercise market power to the detriment of customers and non-affiliated retail electric providers; and

WHEREAS, alleged market power abuse inquiries conducted by the Public Utility Commission (“PUC”) are hampered by the lack of adequate resources because the parties hurt by the illegal activity, like cities, are not allowed to participate in the investigations; and

WHEREAS, the managers at the Electric Reliability Council of Texas (ERCOT) have failed to adequately manage expenses and operations. The most obvious example is ERCOT’s implementation of a nodal market — a project now four years behind schedule and expected to cost at least eight times original estimates; and

WHEREAS, the Sunset Advisory Commission is expected to recommend legislative reforms for the PUC and ERCOT; and

WHEREAS, the City supports all such legislative reforms that promote a truly healthy electric market where competition can flourish and consumers can save money; and

WHEREAS, the City endorses efforts proposed by CAPP that enhance electric competition, implement the original intent of SB 7, and reduce costs to the City and its residents.

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

SECTION I. The City urges reforming the PUC and ERCOT in such a way as to enhance competition in the deregulated market, to promote consumer protection and to encourage the sale of

affordable electricity. Specifically, the City urges the Texas Legislature, as it considers changes recommended by the Sunset Advisory Commission, to adopt reforms consistent with the following:

- All generators, regardless of size, should explicitly be barred from the unlawful exercise of market power.
- Entities such as municipalities, commercial customers or retail electric providers harmed by wholesale market abuse should be given explicit standing to participate in market power abuse enforcement actions brought by the PUC.
- Fines should be increased for market abuses in such a way that the PUC can order full restitution to the market, market participants, or parties injured by the violation.
- Activities defined as market abuse by the Federal Energy Regulatory Commission should be prohibited.
- The statutory purpose of the PUC should be modified to require it to harmonize its pursuit of competition with the protection of consumers of electricity.
- As a condition of conducting business within Texas, competitive Retail Electric Providers (REPs) should be required to include among their offers one standard electricity package that has PUC-approved terms and conditions.
- The number of consumer representatives on the ERCOT board should be increased from the current three members, to six.
- The Office of the Comptroller should be assigned a seat on the board as well as on appropriate budget oversight panels within ERCOT. The Comptroller's office should be given access to all ERCOT contracting material and be charged with conducting a bi-annual performance review of ERCOT.
- The PUC should be required to pre-approve all debt financing by ERCOT.

SECTION II. A copy of the resolution shall be sent to the elected lawmakers representing the City's interests in the Texas House and Senate and to the legal counsel of CAPP.

SECTION III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED ON THIS 22nd DAY OF MARCH, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/22/2010		
Department:		Police		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): Pam Haines, ext 2538				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a grant awarded by the American Recovery and Reinvestment Act of 2009; Edward Byrne Memorial Justice Assistance (JAG) State Formula Program through the Criminal Justice Division of the Office of the Governor of Texas to the City of Plano, Texas for Audio/Visual Media equipment; authorizing the execution of any and all documents in connection therewith by the City Manager or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	80,404	0	80,404
BALANCE	0	80,404	0	80,404
FUND(S): GRANT FUND (024.986)				
COMMENTS: This item is a resolution to accept funds from an ARRA 2009 grant application in the amount of \$80,404 for the purchase of Police Department audio/visual media equipment.				
STRATEGIC PLAN GOAL: Acceptance of Federal Grant Funds for equipment purchases relates to the City's Goal of "Financially Strong City with Service Excellence".				
SUMMARY OF ITEM				
The Criminal Justice Division of the Office of the Governor of Texas, pursuant to the American Recovery and Reinvestment Act of 2009; Edward Byrne Memorial Justice Assistance (JAG) State Formula Program has offered the City of Plano a grant totaling \$80,404.00 for the purpose of purchasing audio/visual media equipment. This grant does not require matching funds from the City. The effective grant period will be for one year from the grant's effective date.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo, Resolution, Exhibit "A"				



P.O. Box 860358
Plano, Texas 75086-0358
972-424-5678
Fax 972-424-0099
<http://www.planopolice.org>

MEMORANDUM

DATE: March 9, 2010

TO: Gregory W. Rushin, Chief of Police *GR*

FROM: Glenn Cavin, Administrative Lieutenant to the Chief *GC*

SUBJECT: Acceptance of funds from the 2009 ARRA; Edward Byrne Memorial Justice Assistance (JAG) State Formula Program for Police Department Audio/Visual Media Equipment (Grant #SU-09-A10-22161-01)

In June 2009, an application was made by the Plano Police Department for the above referenced grant in the amount of \$80,404 to install Audio/Visual Media Equipment in our three Patrol Services Division briefing rooms, as well as the J.B. Toler Community Room. Under this proposal, each room is to be equipped with a dedicated computer system; a large, flat panel, wall-mounted display; and a camera with microphone to allow real-time transmission of video and audio signals to and from those locations. As you are well aware, communication is extremely critical to success in law enforcement, as is evident in the many tools we utilize each day for this very purpose. These proposed technology upgrades should serve to improve the efficiency and effectiveness of the local criminal justice system by enhancing our ability to deliver real-time video and audio to the patrol officers attending briefings, command staff during crime analysis presentations, and community / media members in public forum gatherings at our facility.

On November 18, 2009, we received an award letter from the Governor's office, advising that the Plano Police Department had been selected as a recipient of the requested funds. We are now hereby seeking approval to accept this award and complete the proposed project.

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a grant awarded by the American Recovery and Reinvestment Act of 2009; Edward Byrne Memorial Justice Assistance (JAG) State Formula Program through the Criminal Justice Division of the Office of the Governor of Texas to the City of Plano, Texas for Audio/Visual Media equipment; authorizing the execution of any and all documents in connection therewith by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented documents evidencing award of a grant provided by the American Recovery and Reinvestment Act of 2009; Edward Byrne Memorial Justice Assistance (JAG) State Formula Program through the Criminal Justice Division of the Office of the Governor of Texas in the amount of \$80,404.00 for audio/visual media equipment, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called the "Grant Documents"); and

WHEREAS, upon full review and consideration of the Grant Documents and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his authorized designed shall be authorized to execute any and all documents in connection therewith on behalf of the City of Plano.

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

Section I. The terms and conditions of the Grant Documents, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager or his authorized designee is hereby authorized to execute any and all documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Grant Documents.

Section III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 22nd day of March, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number: SU-09-A10-22161-01
Program Fund: SU-16.803 Stimulus (2009 ARRA) - Edward Byrne Memorial Justice Assistance Gran
Grantee Name: Plano, City of
Project Title: Audio/Visual Media Equipment
Grant Period: 10/01/2009 - 03/31/2010
Liquidation Date: 06/29/2010
Date Awarded: November 12, 200
CJD Grant Manager: Robert Neff_0400

CJD Award Amount:	\$80,404.00
Grantee Cash Match:	\$0.00
Grantee In Kind Match:	\$0.00
Total Project Cost:	\$80,404.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To: CJD Grant Recipients
From: Aimee Snoddy, Deputy Director
Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: November 12, 2009

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at <https://:cjdonline.governor.state.tx.us>:

Financial Reporting – Financial Status Reports must be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be expended prior to seeking payments from CJD. Program income must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report should be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD will obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss and/or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Grantees must readily make available to CJD or its agents all requested records. CJD may make unannounced monitoring visits at any time. The grantee must make every effort to resolve all issues, findings, or actions identified by CJD within the time frame specified by CJD.

Audit Requirements – Grantees expending over \$500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at <http://www.whitehouse.gov/omb/circulars/index.html> and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.governor.state.tx.us/grants/what/>. Grantees must electronically submit to CJD copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at <http://www.whitehouse.gov/omb/circulars/index.html> or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at <https://cjdonline.governor.state.tx.us/updates.aspx> for additional information on supplanting.

Conflict of Interest – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When a contractual or equipment procurement is anticipated to be in excess of \$100,000, grantees must submit a Procurement Questionnaire <https://cjdonline.governor.state.tx.us/updates.aspx> to CJD for approval prior to procurement.

Travel – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and will ensure that prompt reporting will remain current throughout the grant period.

Limited English Proficiency – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.lep.gov>.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

28 C.F.R. Part 23 Training - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

Programs Approved to Pay Overtime for Personnel - Grantees whose approved budget contains line item(s) related to overtime for grantee agency personnel must upload a copy of the overtime policy approved by its governing board. This policy will be considered the official policy for grant purposes and must be used throughout the grant period. The policy must: 1) clearly describe how overtime will be calculated; 2) be consistent with the agency's overtime policy; and 3) treat grant-paid personnel the same as non-grant paid personnel. CJD will monitor overtime expenditures based on this policy.

Cancellation for Awards - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Employment of a Lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative Lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of Alcoholic Beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

OneStar Foundation Registration and Organization Profile for Nonprofit Corporations - Each nonprofit corporation receiving funds from CJD must register and connect their organization with the OneStar Foundation at <http://www.onestarfoundation.org/page/registration/>.

Each nonprofit corporation is also encouraged to create an organizational profile with the OneStar Foundation at <http://www.onestarfoundation.org/page/org-profile>. By completing the Organizational Profile, your organization will be eligible to receive notification of opportunities, such as:

- Organizational excellence scholarships to build the capacity of your organization, including organizational assessments, trainings, consulting, conferences and other professional development activities;
- Funding announcements and events related to national service and volunteerism;
and
- Chances to participate in important research on the needs and trends of the social sector and its stakeholders.



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To: CJD Grant Recipients of American Recovery and Reinvestment Act (Recovery Act) of 2009 Funds
From: Aimee Snoddy, Deputy Director
Contact: (512) 463-1919
Re: Additional Recovery Act Conditions of Funding
Date Awarded: November 12, 2009

Acceptance of your grant includes your acknowledgement and understanding that you will comply with the following conditions of funding that are **in addition to** the requirements outlined in your grant award packet:

Financial Reporting and Job Reporting - In order for CJD to meet federal reporting requirements under the Recovery Act, sub-recipients are required to comply with the following items:

- Financial Status Reports **MUST BE SUBMITTED MONTHLY through eGrants and are due** no later than the **5th calendar day of the following month.**
- Personnel expenditures must include the total cumulative hours worked by each grant-funded position from the grant start date through the Financial Status Report period. *Note: This includes cumulative hours for any overtime expenses paid with grant funds.*
- The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse.

*****IMPORTANT NOTE*** This condition of funding REPLACES the Financial Reporting condition as stated in the Grantee Responsibilities Memo issued with your standard grant award packet. Grantees who do not submit required reports by the 5th calendar day following the close of each month will be placed on Vendor Hold. The hold will prohibit your agency's ability to request reimbursement on any grant your agency has received from CJD, including non-Recovery Act grants.**

Conflict with Other Standard Terms and Conditions - The sub-recipient understands and agrees that all other terms and conditions contained in this award, in CJD grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA" or "Recovery Act") requirements.

Access to Records - The sub-recipient understands and agrees that all inspector general, internal auditors, external contracted auditors, and all other personnel shall cooperate with any and all requests by State and Federal officials related to funds received or services delivered under the Recovery Act; and, shall make available to State and Federal officials all records for examination (including, but not limited to, books, papers, contracts, purchase orders, invoices, accounting records, general ledgers, timesheets and any other grant documents) related to Recovery Act funding, including such records of contractors and sub-contractors.

Access to Premises and Personnel - The sub-recipient understands and agrees that State or Federal officials from the U.S. Department of Justice, U.S. Government Accountability Office, and Texas Office of the Governor are authorized to interview any officer or employee of the sub-recipient (or of any contractor, or sub-contractor) regarding transactions related to this Recovery Act award.

One-Time Funding - The sub-recipient understands and agrees that awards under the Recovery Act are one-time awards and that its proposed project activities and deliverables are to be accomplished without additional grant funds.

Separate Tracking and Reporting of Recovery Act Funds and Outcomes - The sub-recipient agrees to track, account for, and report on all funds from this Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including CJD awards from non-Recovery Act funds awarded for the same or similar purposes or programs. Accordingly, the sub-recipient's accounting systems must ensure that funds from this Recovery Act award are not commingled with funds from any other source. The sub-recipient further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award-related activities.

Subawards or Contracts - Monitoring - The sub-recipient agrees to monitor subawards or contracts under this Recovery Act award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines. The sub-recipient is responsible for oversight of subaward or contract spending and monitoring of specific outcomes and benefits attributable to use of Recovery Act funds by subawardees or contractors. The sub-recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards or contracts under this award.

Active CCR Registration - The sub-recipient agrees to maintain current registration in the Central Contractor Registration database (www.ccr.gov <<http://www.ccr.gov>>) during which time it has active awards funded with Recovery Act funds. A valid Dun and Bradstreet Data Universal Number System (DUNS) Number (www.dnb.com <<http://www.dnb.com>>) is one of the requirements for registration in the Central Contractor Registration database.

Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards - The sub-recipient agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection form (SF-SAC) required by OMB Circular A-133. This condition only applies if the sub-recipient is covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and the inclusion of the prefix "ARRA-" in identifying the name of the federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC. This information is needed to allow CJD to properly monitor the expenditure of Recovery Act funds as well as facilitate oversight of the Federal awarding agencies, the U.S. Department of Justice, Office of the Inspector General (DOJ OIG), and the Government Accountability Office (GAO).

Reporting and Registration Requirements Under Section 1512 of the Recovery Act - The sub-recipient agrees to complete projects or activities funded under the Recovery Act and to report on the use of Recovery Act funds as required by state and federal agencies. The sub-recipient agrees to comply with reporting requirements described in section 1512 of the Recovery Act using the reporting instructions and data elements provided by CJD. The sub-recipient understands and acknowledges that the information in these reports will be made available to the public.

Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct - The sub-recipient agrees to promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has either 1) submitted a false claim for Recovery Act funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds. Potential fraud, waste, abuse, or misconduct should be reported to the DOJ OIG by mail at Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W., Room 4706, Washington, DC 20530; or e-mail at oig_hotline@usdoj.gov <mailto:oig_hotline@usdoj.gov>; or hotline at 800/869-4499 (contact information in English and Spanish); or hotline fax at (202) 616-9881. The sub-recipient agrees to provide its employees, contractors and sub-contractors with the information contained in this condition. Additional information is available from the DOJ OIG website at www.usdoj.gov/oig <<http://www.usdoj.gov/oig>>.

Protecting State and Local Government and Contractor Whistleblowers - The sub-recipient recognizes that the Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross mismanagement, gross waste, a substantial and specific danger to public health or safety, abuse of authority, or violations of law related to the use of Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act. The text of the Recovery Act is available at www.ojp.usdoj.gov/recovery <<http://www.ojp.usdoj.gov/recovery>>.

Limit on Funds (Recovery Act, section 1604) - The sub-recipient agrees that none of the funds under this award may be used for construction costs or any other support of any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

Infrastructure Investment (Recovery Act, section 1511 and 1602) - The sub-recipient agrees that it will not use any funds made available under this Recovery Act award for infrastructure investment.

Wage Rate Requirements under section 1606 of the Recovery Act - The sub-recipient agrees that it will comply with section 1606 of the Recovery Act which requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through Recovery Act funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Misuse of Award Funds - The sub-recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from state or federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Additional Requirements and Guidance - The sub-recipient agrees that it will use Recovery Act funds in accordance with State and Federal laws; and, agrees to comply with any modifications or additional requirements that may be imposed by law and future State or Federal guidance and clarification of Recovery Act requirements.

ARRA Funded Jobs - The sub-recipient understands that it is encouraged to post all Recovery Act funded job openings on WorkInTexas.com and distinguish Recovery Act funded positions from positions funded through other sources of revenue.



STATE OF TEXAS
OFFICE OF THE GOVERNOR

Rick Perry
Governor

November 12, 2009

Mr. Gregory Rushin
Plano, City of
909 14th Street
Plano, Texas 75074

Dear Chief Rushin:

I am pleased to announce a grant award for \$80,404.00 to your organization for the following project:
Audio/Visual Media Equipment .

My Criminal Justice Division is working to ensure that communities throughout the state receive the resources to make Texas a safer place. CJD-funded programs promote help and healing for crime victims, provide safe places and positive role models for young Texans, enforce laws that protect citizens and expand training opportunities for Texas criminal justice professionals. Your project contributes to these efforts.

Instructions for activating your grant online at <https://cjdonline.governor.state.tx.us> should have come to you already by email. Please call my Criminal Justice Division at (512) 463-1919 if you have any questions.

Sincerely,

RICK PERRY

Rick Perry
Governor

RP:cb
2216101





**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		03/22/2010			
Department:		Police			
Department Head		Gregory W. Rushin			
Agenda Coordinator (include phone #): Pam Haines, ext 2538					
CAPTION					
<p>A resolution of the City Council of the City of Plano, Texas, authorizing the filing of application for federal funds in an amount not to exceed \$59,500 under the Edward Byrne Memorial Justice Assistance (JAG) State Formula Program through the Office of the Governor of Texas, Criminal Justice Division; designating Gregory W. Rushin as authorized representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date.</p>					
FINANCIAL SUMMARY					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2009-10, 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S): GRANT FUND					
<p>COMMENTS: This item is a resolution to make application for a grant, that, if accepted, will provide funding of approximately \$59,500 for Police Department expenditures on the NIBIN Program. This item has no fiscal impact until if/when the application has been approved. If approved, an additional Resolution will be required for City acceptance of the grant funding.</p> <p>Strategic Plan Goal: Application for Federal Grant Funds relates to the City's Goal of "Financially Strong City with Service Excellence".</p>					
SUMMARY OF ITEM					
<p>The resolution authorizes the Chief of Police to apply to the Office of the Governor, Criminal Justice Division for the Edward Byrne Memorial Justice Assistance (JAG) State Formula Program.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution, memo					



*P.O. Box 860358
Plano, Texas 75086-0358
972-941-7000
Fax. No. 972-941-0099*

MEMORANDUM

DATE: March 5, 2010

TO: Bruce D. Glasscock, Deputy City Manager

FROM: Gregory W. Rushin, Chief of Police

SUBJECT: Edward Byrne Memorial State Justice Assistance Grant

The Plano Police Department is in the process of making application for the Edward Byrne Memorial Justice Assistance Grant State Formula Program through the Office of the Governor of Texas, Criminal Justice Division. This is a competitive grant, and as a requirement of the application process, the City of Plano is required to adopt a resolution authorizing the City to file an application for the federal funds in an amount not to exceed \$59,500. If awarded, the Plano Police Department will use the funds to continue the National Integrated Ballistic Information Network (NIBIN) Program that has been previously funded through the Project Safe Neighborhood Grant.

Further, the resolution presented to the City Council for approval must also designate an authorizing official who is given the authority to apply for, accept, reject, alter, or terminate the grant, and written assurances that in the event of loss or misuse of grant funds the City of Plano will return all funds to the Office of the Governor.

The Plano Police Department proposes to continue the NIBIN program that provides firearms and ballistic forensic analysis services to law enforcement agencies throughout Collin, Dallas and Denton counties. The unit provides critical analysis and support in the investigation and prosecution of criminal activity involving the use of firearms.

A Resolution of the City Council of the City of Plano, Texas, authorizing the filing of application for federal funds in an amount not to exceed \$59,500 under the Edward Byrne Memorial Justice Assistance (JAG) State Formula Program through the Office of the Governor of Texas, Criminal Justice Division; designating Gregory W. Rushin as authorized representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date.

WHEREAS, the City Council finds it is in the best interest of the citizens of the City of Plano, Texas that the National Integrated Ballistic Information Network Program be operated for the FY 2010-11; and

WHEREAS, the City Council agrees that in the event of loss or misuse of the Office of the Governor funds the City Council assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council designates Chief of Police Gregory W. Rushin as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the application agency.

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

Section I. The submission of the grant application for the National Integrated Ballistic Information Network Program to the Office of the Governor, Criminal Justice Division is hereby approved and Chief of Police Gregory W. Rushin is designated as the authorized official to act on behalf of the City of Plano with regard to this grant.

Section II. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED THIS 22 OF MARCH, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

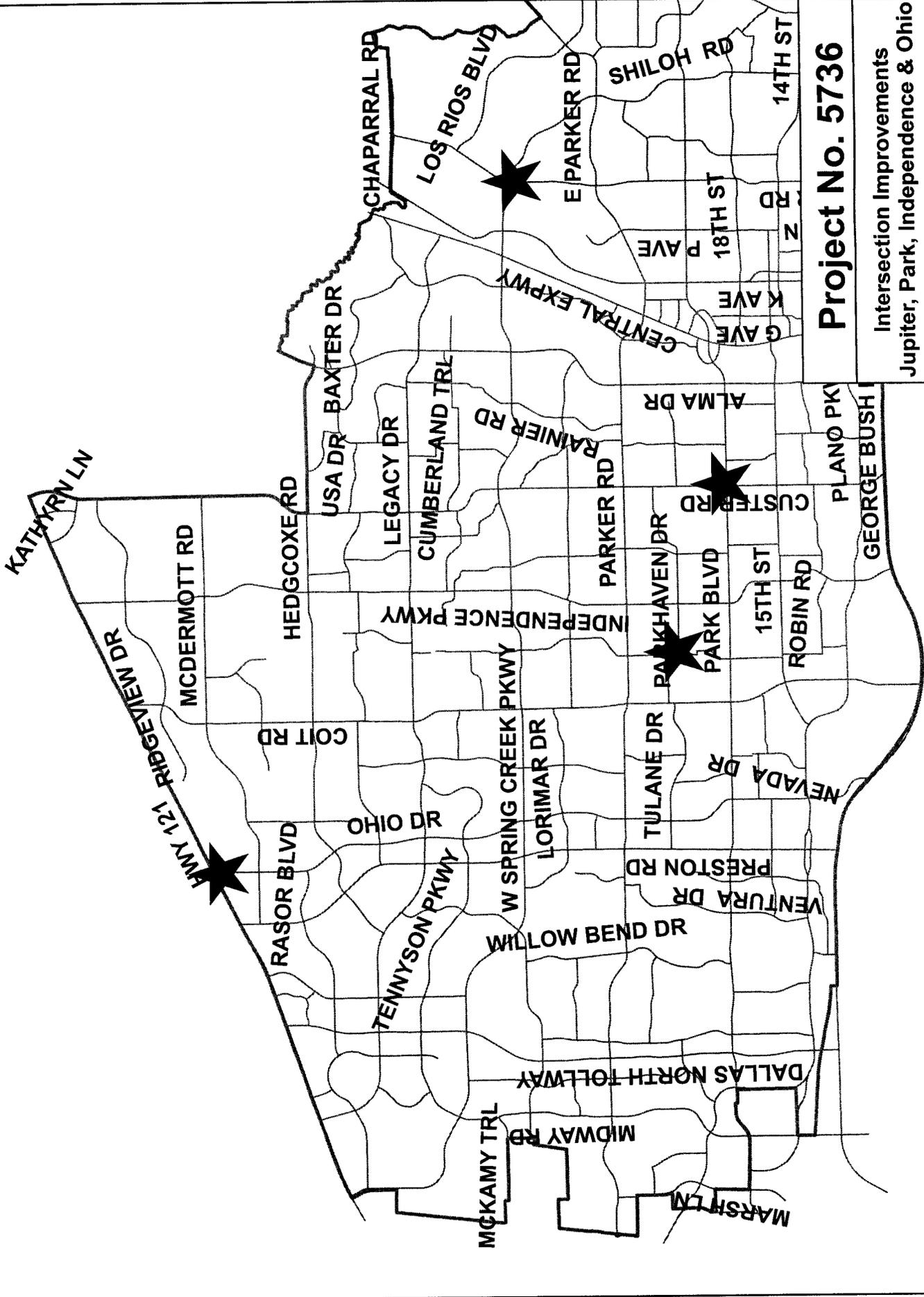
APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		3/22/10		
Department:		Public Works & Engineering		
Department Head		Alan L. Upchurch		
Agenda Coordinator (include phone #):		Irene Pegues (7198)		Project No. 5736
CAPTION				
<p>A resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, concerning intersection improvements at Custer Road and Park Boulevard, Spring Creek Parkway and Jupiter Road, Ohio Drive and SH 121, and Independence Parkway and Parkhaven Drive; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	340,000	0	340,000
BALANCE	0	340,000	0	340,000
FUND(S): STREET IMPROVEMENT CIP				
<p>COMMENTS: This item allows the City to enter into an interlocal agreement with Collin County for the Intersection Improvements project. If this request is approved, Collin County will remit to the City 50% of the estimated project cost, \$340,000, for Intersection Improvements.</p> <p>STRATEGIC PLAN GOAL: Interlocal agreements for intersection improvements relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>This Agreement provides for Collin County to remit to the City the sum of \$340,000 for intersection improvements at the referenced intersections. The County will fund 50% of the project's total estimated cost of \$680,000. These funds were allocated from the 2007 Collin County Bond Program.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		



Project No. 5736

Intersection Improvements
 Jupiter, Park, Independence & Ohio

A resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, concerning intersection improvements at Custer Road and Park Boulevard, Spring Creek Parkway and Jupiter Road, Ohio Drive and SH 121, and Independence Parkway and Parkhaven Drive; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between the City of Plano, Texas, and Collin County, Texas, concerning intersection improvements at Custer Road and Park Boulevard, Spring Creek Parkway and Jupiter Road, Ohio Drive and SH 121, and Independence Parkway and Parkhaven Drive, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved and that the City Manager or his authorized designee should be authorized to execute it on behalf of the City of Plano.

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

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager or his authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

Section III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED the 22nd day of March, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF PLANO
CONCERNING INTERSECTION IMPROVEMENTS AT CUSTER ROAD AND
PARK BOULEVARD, SPRING CREEK PARKWAY AND JUPITER ROAD, OHIO
DRIVE AND SH 121, AND INDEPENDENCE PARKWAY AND PARKHAVEN DRIVE**

2007 BOND PROJECT #07-058
2008 Partial Funding

WHEREAS, the County of Collin, Texas ("County"), and the City of Plano, Texas ("City"), desire to enter into an agreement concerning intersection improvements at Custer Road and Park Boulevard, Spring Creek Parkway and Jupiter Road, Ohio Drive and SH 121, and Independence Parkway and Parkhaven Drive in Plano, Collin County, Texas; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City and County have determined that the improvements may be constructed most economically by implementing this agreement.

NOW, THEREFORE, this agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

WITNESSETH:

ARTICLE I.

The City shall arrange to construct intersection improvements at the following locations:

1. Custer Road and Park Boulevard - add a right-turn lane for westbound Park Boulevard to northbound Custer Road and a right-turn lane for southbound Custer Road to westbound Park Boulevard
2. Spring Creek Parkway and Jupiter Road - add a second left-turn lane for eastbound Spring Creek Parkway to north Jupiter Road and a right-turn lane for eastbound Spring Creek Parkway to southbound Jupiter Road
3. Ohio Drive and SH 121 - add a left-turn lane for northbound Ohio Drive to access the SH 121 service road
4. Independence Parkway and Parkhaven Drive - increase the turning radius at the southeast corner

All improvements shall be designed to meet or exceed the current Collin County design standards and shall be constructed in accordance with the plans and specifications approved by the City.

ARTICLE II.

The City shall prepare plans and specifications for the improvements, accept bids and award a contract to construct the improvements and administer the construction contract. In all such activities, the City shall comply with all state statutory requirements. The City shall provide the County with a copy of the executed construction contract(s) for the Project.

ARTICLE III.

The City will acquire 0.050 acres of real property for use as right-of-way.

ARTICLE IV.

The City estimates the total actual cost of this intersection improvement project to be \$680,000.00. The County agrees to fund a portion of the total cost to construct the improvements in an amount not to exceed \$340,000.00. The County shall remit the funding to the City within thirty (30) days after the City issues a Notice to Proceed to the lowest responsible bidder and the City requests payment. Following completion of the Project, the City shall provide a final accounting of expenditures for the Project. If the actual cost to construct the Project is less than the estimated amount set forth herein, the City shall remit the County fifty (50) percent of the difference between the estimated cost and the actual cost. The Commissioners' Court may revise this payment schedule based on the progress of the Project. The "total cost of the Project" shall include land acquisition, engineering, construction, inspection, testing, street lighting, and construction administration costs including contingencies.

ARTICLE V.

The County's participation in the Project shall not exceed \$340,000.00 unless this agreement is amended by mutual consent.

ARTICLE VI.

The City shall prepare for the County an itemized statement specifying Project costs that have been incurred to date and submit detailed Project cost and progress reports every thirty (30) days until Project completion.

ARTICLE VII.

The City and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

ARTICLE VIII.

INDEMNIFICATION. EACH OF THE PARTIES DOES HEREBY AGREE TO WAIVE ALL CLAIMS AGAINST, RELEASE, AND HOLD HARMLESS THE OTHER PARTY AND THEIR RESPECTIVE OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS FEES, AND COSTS, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTS OR OMISSIONS OF THEIR RESPECTIVE OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES RELATED TO OR ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT.

ARTICLE IX.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this agreement. The parties agree that this agreement is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

ARTICLE X.

SEVERABILITY. The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provision had never been included.

ARTICLE XI.

ENTIRE AGREEMENT. This agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

ARTICLE XII.

SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this agreement without the written consent of the other party.

ARTICLE XIII.

IMMUNITY. It is expressly understood and agreed that in the execution of this agreement neither party waives, nor shall be deemed hereby to have waived, any

immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this agreement shall not create any rights in parties not signatories hereto.

ARTICLE XIV.

TERM. This agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project. This agreement shall automatically renew annually during this period.

APPROVED AS TO FORM:

COUNTY OF COLLIN, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Keith Self
Title: County Judge
Date: _____

Executed on this _____ date of _____, 2010, by the County of Collin, pursuant to Commissioners' Court Order No. _____

ATTEST:

CITY OF PLANO, TEXAS

By: _____
Name: Diane Zucco
Title: City Secretary
Date: _____

By: _____
Name: Thomas H. Muehlenbeck
Title: City Manager
Date: _____

Executed on behalf of the City of Plano pursuant to City Council Resolution No. _____

APPROVED AS TO FORM:

By: _____
Name: Diane Wetherbee
Title: City Attorney
Date: _____



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		3/22/10		
Department:		Legal		
Department Head		Diane Wetherbee		
Agenda Coordinator (include phone #): Lynne Jones - 7109				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, authorizing outside employment with Southern Methodist University for the City Attorney, Diane Wetherbee; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
This Resolution authorizes outside employment with Southern Methodist University for Diane Wetherbee				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, authorizing outside employment with Southern Methodist University for the City Attorney, Diane Wetherbee; and providing an effective date.

WHEREAS, the City Attorney has requested permission from the City Council to engage in outside employment with Southern Methodist University as a teacher in its dispute resolution program; and

WHEREAS, City policy requires any outside employment for Council appointees be approved by the City Council; and

WHEREAS, the City Council of the City of Plano approves of this request with certain conditions.

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

Section I. City Attorney Diane Wetherbee's request for outside employment to teach for the Southern Methodist University Dispute Resolution program is hereby approved for October 26, 2010 to January 15, 2011 as long as this activity does not interfere with any of her duties as City Attorney or involve any use of City resources.

Section II. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 22nd day of March, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		3/22/10		
Department:		Legal		
Department Head		Diane Wetherbee		
Agenda Coordinator (include phone #): Lynne Jones - 7109				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, authorizing the City to enter into a lawsuit against the Texas Commission on Environmental Quality with regard to the Voda Petroleum Site; authorizing the City Attorney or her designee to enter into any and all agreements in connection therewith; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	191,978	0	191,978
Encumbered/Expended Amount	0	-58,785	0	-58,785
This Item	0	-1,500	0	-1,500
BALANCE	0	131,693	0	131,693
FUND(S): GENERAL FUND				
COMMENTS: Funds are included in the 2009-10 adopted budget. This item, in the amount of \$1,500, will leave a balance of \$131,693 for contracts.				
STRATEGIC PLAN GOAL: Entering a lawsuit for the City relates to the City's Goal of Safe Large City.				
SUMMARY OF ITEM				
This Resolution authorizes participation in a lawsuit against the Texas Commission on Environmental Quality for the cleanup of the Voda Petroleum Site.				
List of Supporting Documents: n/a			Other Departments, Boards, Commissions or Agencies n/a	

A Resolution of the City Council of the City of Plano, Texas, authorizing the City to enter into a lawsuit against the Texas Commission on Environmental Quality with regard to the Voda Petroleum Site; authorizing the City Attorney or her designee to enter into any and all agreements in connection therewith; and providing an effective date.

WHEREAS, the Voda Petroleum Site was used by the City of Plano along with various other entities, as a waste oil recycling facility; and

WHEREAS, the Texas Commission on Environmental Quality (“TCEQ”) has advised the entities who used the Voda Petroleum Site that they are responsible for contributing to the cleanup of the Site; and

WHEREAS, the City of Plano along with other entities has proposed a settlement to TCEQ for the cleanup of the Site, which proposal has been rejected by the TCEQ; and

WHEREAS, the entities have agreed to file a lawsuit against the TCEQ to settle the matter of the cleanup of the Site.

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

Section I. The City Council hereby agrees that the City of Plano should be included in the lawsuit to be filed against the Texas Commission on Environmental Quality regarding the cleanup of the Voda Petroleum Site.

Section II. The City Attorney or her designee is hereby authorized to enter into any and all agreements in connection with the lawsuit.

Section II. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 22nd day of March, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/22/10		
Department:		HEALTH		
Department Head		BRIAN COLLINS		
Agenda Coordinator (include phone #): DORIS CALLAWAY, EXT. 7494				
CAPTION				
<p>An Ordinance of the City of Plano, Texas, amending section 9-22(c) of Article II, Food Care and sections 9-31 and 9-32 of Article III, Personnel, of Chapter 9, Food Code, to incorporate new health and cleanliness standards for food establishment employees as allowed by State law and to correct a reference under the food care regulation; and providing a penalty clause; a severability clause; a repealer clause, a savings clause; a publication clause and an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact.				
SUMMARY OF ITEM				
<p>Amending Ordinance to make changes and additions to Article II, Food Care and to employee health and employee cleanliness sections of Article III, of Chapter 9. These amendments are required to meet current state regulations and after careful consideration are in the best interest of the City and its citizens that will continue to promote the health, safety and welfare of the citizens and the general public.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas, amending section 9-22(c) of Article II, Food Care and sections 9-31 and 9-32 of Article III, Personnel, of Chapter 9, Food Code, to incorporate new health and cleanliness standards for food establishment employees as allowed by State law and to correct a reference under the food care regulation; and providing a penalty clause; a severability clause; a repealer clause, a savings clause; a publication clause and an effective date.

WHEREAS, on November 10, 2008 the City Council of the City of Plano duly passed Ordinance No. 2008-11-16 codified as Chapter 9, Food Code, of the Code of Ordinances of the City of Plano; and

WHEREAS, upon review of existing ordinances as well as current state and federal laws and regulations governing food and food establishments, staff recommends to amend certain provisions in the existing ordinance to be consistent with current state and federal laws and regulations; and

WHEREAS, the City Council of the City of Plano, Texas determines it is necessary to provide regulations for food and food establishments and to enact amendments to conform with current state laws and regulations within the City of Plano; and

WHEREAS, the City Council of the City of Plano, after consideration of the recommendations of staff and all matters attendant and related thereto, is of the opinion that the recommended changes are in the best interest of the City and its citizens and will promote the health, safety and welfare of the citizens of Plano and the general public.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. Section 9-22(c) of Article II, Food Care and Sections 9-31 and 9-32 of Article III, Personnel, of Chapter 9, Food Code, of the Code of Ordinances of the City of Plano, are hereby amended to read as follows:

Sec. 9-22. Food Protection.

(c) Specialized processing methods. A food establishment shall obtain a variance as specified in TFER §229.171(a)(1) and (2) (relating to compliance and enforcement) before smoking or curing food; using food additives or adding components such as vinegar as a method of food preservation rather than as a method of flavor enhancement or to render a food non-potentially hazardous; using a reduced oxygen method of packaging food, except as specified in paragraph (2) of this subsection where a barrier to *Clostridium botulinum* in addition to refrigeration exists; or preparing food by another method that is determined by the regulatory authority to require a variance. A food establishment that packages food using a reduced oxygen packaging method shall have a HACCP Plan that contains information in accordance with the Texas Food Establishment Rules.

Sec. 9-31. Employee Health.

(a) No person while infected with a disease in a communicable form that can be transmitted by foods or who is a carrier of organisms that cause such a disease or while afflicted with a boil, an infected wound, or an acute respiratory infection, shall work in a food establishment in any capacity in which there is a likelihood of such person contaminating food or food-contact surfaces with pathogenic organisms or transmitting disease to other persons.

(b) There shall be a certified food manager on duty at all times at each permitted food establishment. Certification must be obtained by passing an examination approved by the Texas Department of State Health Services and the regulatory authority.

(c) All food employees shall be required to successfully complete a food handler class taught by the City of Plano or from any approved city, municipality or accredited institution or other approved course within thirty (30) days of hire. If a food employee completes a course other than with the City of Plano, they are required to obtain a food handler card from the City of Plano Health Department. Food handler cards shall be good for a period of two (2) years from the date of issue. This applies without regard to whether the food service establishment is at a fixed location or is a mobile food unit. A food service establishment or mobile food unit that handles only pre-packaged food and does not prepare or package food is not required to obtain a Food Handler certification.

(d) A food service establishment shall comply with the following:

- (1) Post a sign in a place conspicuous to employees in a form adopted by the executive commissioner of the Health and Human Services Commission, describing a food service employee's responsibilities to report communicable and infectious health conditions to the permit holder; or
- (2) Require that each food service employee sign a written agreement in a form adopted by the executive commissioner to report those health conditions.

(e) Food employees experiencing persistent sneezing, coughing, or a runny nose that causes discharges from the eyes, nose, or mouth may not work with exposed food; clean equipment, utensils, and linens; or unwrapped single-service or single-use articles.

(f) The person-in-charge shall notify the regulatory authority that a food employee is diagnosed with an illness due to Norovirus, Salmonella typhi, Shigella spp., shiga toxin-producing Escherichia coli, or Hepatitis A Virus.

Sec. 9-32. Employee Cleanliness.

(a) Food employees shall clean their hands and exposed portions of their arms (or surrogate prosthetic devices for hand or arms) for at least twenty (20) seconds, using a cleaning compound in a lavatory that is properly equipped. Food employees shall use the following cleaning procedure:

- (1) Vigorous friction on the surface of the lathered fingers, finger tips, areas between the fingers and under the fingernail, hands and arms (or vigorous rubbing the surrogate prosthetic devices for hands or arms) for at least ten (10) to fifteen (15) seconds followed by;
- (2) Thorough rinsing under clean, running water, and;
- (3) Immediately follow the cleaning procedure with drying of cleaned hands and arms (or surrogate prosthetic devices);

(b) Food employees shall keep their fingernails clean, trimmed, unpainted, filed and maintained so the edges and surfaces are not rough.

(c) A chemical hand sanitizing solution used as a hand dip shall be maintained clean and at a strength equivalent to at least one hundred (100) mg/L chlorine.

(d) A chemical hand sanitizing solution used as a hand dip shall have active antimicrobial ingredients that are listed as safe and effective for application to human skin in accordance to TFER §229.163(j).

(e) A person handling food or unsealed containers may not contact with bare hands exposed ready-to-eat food unless:

- (1) documentation is maintained at the food service establishment listing the foods and food handling activities that involve bare-hand contact; and
- (2) the food service establishment uses two (2) or more of the following contamination control measures:
 - (a) requiring employees to perform double handwashing;
 - (b) requiring employees to use fingernail brushes while handwashing;
 - (c) requiring employees to use a hand sanitizer after handwashing;
 - (d) implementing an incentive program that encourages employees not to come to work when ill; and
 - (e) other contamination control measure approved by the regulatory authority.

(f) A food service establishment shall maintain and present upon request documentation that acknowledges employees have received training in the following areas:

- (1) the risks of contacting ready-to-eat foods with bare hands;
- (2) proper hand washing;
- (3) proper fingernail maintenance;
- (4) the prohibition of wearing jewelry on the hands and arms during food preparation;
- (5) good hygienic practices; and
- (6) company policies governing employee illness and disease transmission in compliance with state and local laws."

Section II. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

Section III. The repeal of any ordinance or part of ordinances affected by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinances at the time of passage of this ordinance.

Section IV. It is the intention of the City council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

Section V. All provisions of the ordinances of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the ordinances of the city of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section VI. This ordinance shall become effective immediately upon its passage and publication as required by law, except as to existing food establishments who shall have thirty (30) days from the effective date of this ordinance to comply with Section 9-31(d)(1) and (2) above.

DULY PASSED AND APPROVED this the 22nd day of March, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/22/10		
Department:		HEALTH		
Department Head		BRIAN COLLINS		
Agenda Coordinator (include phone #): DORIS CALLAWAY, EXT. 7494				
CAPTION				
<p>An Ordinance of the City of Plano, Texas, amending Sections 14-114(a), 14-116, 14-117, and 14-120 of Article VIII, Additional Regulations for Tattoo and Certain Body Piercing Studios, to Chapter 14, Offenses-Miscellaneous, of the Code of Ordinances to clarify penalties, incorporate the name change of the Department of State Health Services; providing new language for Inspections and Permitting Regulations and providing a penalty clause, a savings clause, a severability clause, a repealer clause, a publication clause and an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS: This item has no fiscal impact.				
SUMMARY OF ITEM				
<p>Amending Ordinance to incorporate name change of the Department of State Health Services and revise specific language to address inspections and permitting regulations recommended by City Staff. After consideration of public health, safety and welfare of the public, the City Council of the City of Plano is requested to adopt the new local specified regulations.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas, amending Sections 14-114(a), 14-116, 14-117, and 14-120 of Article VIII, Additional Regulations for Tattoo and Certain Body Piercing Studios, to Chapter 14, Offenses-Miscellaneous, of the Code of Ordinances to clarify penalties, incorporate the name change of the Department of State Health Services; providing new language for Inspections and Permitting Regulations and providing a penalty clause, a savings clause, a severability clause, a repealer clause, a publication clause and an effective date.

WHEREAS, on April 2, 2001, the City Council of the City of Plano duly passed Ordinance No. 2001-4-4 adopting regulations for Tattoo and Certain Body Piercing Studios; and

WHEREAS, the City Council of the City of Plano, Texas hereby recognizes the existence of state law as provided in Chapter 146 of the Texas Health and Safety Code and Title 25 Texas Administrative Code, on Minimum Standards for Licensure for Tattoo and Certain Body Piercing Studios; and

WHEREAS, the City Council determines that it is in the best interest of the City of Plano to stay current with state law by incorporating the name change of the Department of State Health services, clarifying penalties and providing new language for inspections and permitting regulations; and

WHEREAS, the City Council of the City of Plano, after consideration of the recommendations of staff and all matters attendant and related thereto, is of the opinion that the recommended changes will promote the health, safety and welfare of the citizens of Plano and the general public, and should be approved and adopted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS THAT:

Section I. Sections 14-114(a), 14-116, 14-117, and 14-120 of Article VIII, Additional Regulations for Tattoo and Certain Body Piercing Studios, to Chapter 14, Offenses-Miscellaneous, of the Code of Ordinances is hereby amended to read as follows:

“Section 14-114. Compliance and Penalties

(a) A person, firm or corporation who owns, operates or maintains a tattoo or body piercing studio or practices tattooing or body piercing shall comply with the provisions of this article. To violate any provision of this article shall be deemed a Class C misdemeanor and upon conviction thereof, shall be punished as provided in section 1-4(a) of this Code.

Section 14-116. Permitting Procedures.

(a) Any person who desires a permit for a tattoo or body piercing studio shall apply for the permit on a form provided by the regulatory authority. To receive a Tattoo or Body Piercing

Studio permit, a person must submit a completed application to the regulatory authority, proof of a valid State Tattoo and Certain Body Piercing Studio Permit issued by the Department of State Health Services and the required local application fee.

(b) Upon receipt of the completed application, the regulatory authority is authorized to inspect the proposed Tattoo or Body Piercing Studio for compliance with the provisions of this Article. The regulatory authority shall issue a Local Tattoo or Body Piercing Studio Permit after determining that the proposed studio is in compliance with all applicable health regulations.

(c) The permit issued by the City of Plano regulatory authority shall be valid for one (1) year or unless otherwise revoked for cause as hereinafter prescribed. Permit fee will be Two Hundred Dollars (\$200.00).

(d) Whenever a tattoo or body piercing studio is constructed or remodeled so as to require a building permit, or an existing structure is converted in whole or part for use as a tattoo or body piercing studio, plans and specifications for such construction, remodeling or conversion with the applicable fees shall be submitted to the Building Official for review and approval in accordance with applicable City rules and regulations before construction, remodeling or conversion is begun. The Building Official shall approve the plans and specifications if they meet applicable City regulations.

(e) The Building Official or his designee shall be allowed to perform an inspection of the tattoo or body piercing studio prior to the start of operations as a tattoo or body piercing studio to determine compliance with approved plans and requirements of this Article. A City of Plano Certificate of Occupancy issued by the Building Official must be obtained prior to the operation of the studio.

Section 14-117. Inspections.

(a) Tattoo and body piercing studios may be inspected routinely and as frequently as necessary by the regulatory authority to determine compliance with the provisions of this Article.

(b) The regulatory authority shall be allowed access to any tattoo or body piercing studios, and to the records required by this Article or as otherwise authorized by state law, at any reasonable time, for the purpose of enforcing the provisions of this Article.

Section 14-120. Violations: Notification and Order to Correct.

(a) Authority to Order Correction. If the regulatory authority determines that a tattoo or body piercing studio is in violation of this article or other law, it may notify the studio in writing of the violation and by written order direct the studio to correct the violation within a definite period of time.

(b) Immediate Corrections. If the regulatory authority determines that the violation constitutes an imminent and serious threat to the public health or safety, it may order the permit

holder to correct the violation immediately or cease operations to the extent determined necessary to abate the threat until the violation is corrected.

(c) In addition to the authority listed above, the City shall be entitled to pursue all other remedies including the issuance of citations for Municipal Court or filing a complaint with the Department of State Health Services.

(d) The city attorney may engage in the enforcement of the civil penalty and injunction order of the state law if requested by the Department of State Health Services Commissioner pursuant to Texas Health and Safety Code, Section 146.020, Civil Penalty and Injunction.”

Section II. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

Section III. The repeal of any ordinance or part of ordinances affectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinances at the time of passage of this ordinance.

Section IV. It is the intention of the City council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

Section V. All provisions of the ordinances of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the ordinances of the city of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section VI. This ordinance shall become effective immediately upon its passage and publication as required by law.

DULY PASSED AND APPROVED this the 22nd day of March, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/22/2010		
Department:		Planning		
Department Head		P. Jarrell		
Agenda Coordinator (include phone #): Tammy Stuckey - Ext 7156				
CAPTION				
An Ordinance of the City of Plano, Texas approving the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, Texas and the Town of Hebron, Texas; authorizing the City Manager or, his authorized designee to execute the agreement on behalf of the City of Plano; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
COMMENTS: This boundary adjustment will have no fiscal impact at this time because the property for the construction of Marsh Lane has already been purchased and is owned by the City of Plano. STRATEGIC PLAN GOAL: Boundary adjustments for street construction relate to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
This item is a Boundary Adjustment Agreement between the City of Plano, Texas and the Town of Hebron, Texas establishing a mutual boundary along the western right-of-way of Marsh Lane. The reason for the adjustment is to facilitate construction of the west side of Marsh Lane, south of Parker Road. The agreement was approved by the Town of Hebron on March 1, 2010.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Ordinance Boundary Adjustment Agreement				

An Ordinance of the City of Plano, Texas approving the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, Texas and the Town of Hebron, Texas; authorizing the City Manager or his authorized designee to execute the agreement on behalf of the City of Plano; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Boundary Adjustment Agreement between the City of Plano, Texas and the Town of Hebron, Texas establishing a mutual boundary along certain portions of the western right-of-way of Marsh Lane, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or, his authorized designee, shall be authorized to execute it on behalf of the City of Plano.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager, or his authorized designee, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

Section III. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED THIS THE 22ND DAY OF MARCH, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BOUNDARY ADJUSTMENT AGREEMENT

This Boundary Adjustment Agreement (this "Agreement") is entered into as of the 1 day of March 2010, between the City of Plano ("Plano"), a home rule municipality organized under the laws of the State of Texas, and the Town of Hebron ("Hebron"), a municipality organized under the general laws of the State of Texas (collectively, the "cities"), and is to witness the following:

WHEREAS, Plano and Hebron are adjacent municipalities which desire to make a mutually agreeable change in their common boundary of an area that is less than 1,000 feet in width, pursuant to the authority of §43.031 of the Texas Local Government Code; and

WHEREAS, the cities deem such agreement to be beneficial to the public interest; Now, Therefore,

In consideration of the premises and of the agreements contained herein, the cities agree as follows:

I.

DISANNEXATION AND RELEASE OF EXTRATERRITORIAL JURISDICTION

1.01 Hebron agrees that it will disannex and waive extraterritorial jurisdiction over the 15,225.0 square feet (0.350 acre) (Tract 1) and the 6,160 square feet (0.141 acre) (Tract 2) tracts of land described and depicted in Exhibits "A" and "B", attached hereto and made part hereof for all purposes, in the manner provided by Chapter 43 of the Texas Local Government Code.

1.02 Upon the execution of this Agreement and the disannexation and waiver of extraterritorial jurisdiction by Hebron as provided in Section 1.01 above, the mutually agreeable boundary between Hebron and Plano as it relates to this property will lie on the west right-of-way line of Marsh Lane as described in the exhibits and as depicted thereon by the heavy black line, without further action by the City of Plano.

II.

ZONING AND PLATS

Both parties recognize that the property that is subject to this Agreement may receive a temporary zoning classification under the Plano zoning ordinance and be subject to the platting requirements of Plano.

III.

CHARACTER OF AGREEMENT; BREACH

The parties agree that this Agreement is entered into only for the mutually agreeable boundary adjustment of the tracts described herein and is not an interlocal cooperation agreement for the joint performance of any services by the parties.

IV.
PERFORMANCE

The parties agree that the legislative acts to be performed hereunder will be coordinated between them so as to be performed simultaneously or as close thereto as possible, consistent with applicable law.

V.
SEVERABILITY

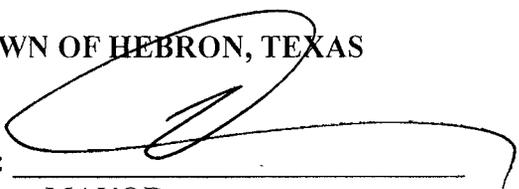
If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions of this Agreement shall not be affected and shall remain in full force and effect.

In witness whereof, the cities, acting under the authority of their respective governing bodies, have caused this Agreement to be executed in multiple originals as of the date first written above.

CITY OF PLANO, TEXAS

TOWN OF HEBRON, TEXAS

BY: _____
~~MAYOR~~
THOMAS H. MUEHLENBECK
CITY MANAGER

BY:  _____
MAYOR

ATTEST:

ATTEST:

CITY SECRETARY

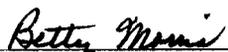
 _____
TOWN SECRETARY

EXHIBIT "A"

the property

**FIELD NOTES TRACT I
VARIABLE WIDTH RIGHT-OF-WAY DEDICATION
MARSH LANE**

BEING A TRACT OF LAND LOCATED IN THE A. DYER SURVEY, ABSTRACT No. 360, DENTON COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND CONVEYED IN AN AFFIDAVIT OF HEIRSHIP TO BETTY JEAN MORRIS, RECORDED IN DOCUMENT No. 2007-49734, DEED RECORDS, DENTON COUNTY, TEXAS (D.R.D.C.T.), (SEE DEED TO CHARLES W. MORRIS, RECORDED IN VOLUME 485, PAGE 595, D.R.D.C.T., FOR DESCRIPTION) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE MOST EASTERLY NORTHEAST CORNER OF THE REPLAT GATES OF PRESTONWOOD, AN ADDITION TO THE CITY OF CARROLLTON, DENTON COUNTY, TEXAS, RECORDED BY PLAT IN CABINET V, SLIDES 71-73, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.), AND BEING IN THE WEST RIGHT-OF-WAY LINE OF MARSH LANE (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY);

THENCE N 00°28'42" W, 5.99 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 790.00 FEET, A DELTA ANGLE OF 17°59'28", A CHORD BEARING N 09°28'26" W, 247.05 FEET AND AN ARC LENGTH OF 248.06 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC" IN THE NORTH LINE OF SAID CHARLES W. MORRIS TRACT RECORDED IN VOLUME 485, PAGE 595, D.R.D.C.T.;

THENCE N 89°31'42" E, ALONG THE NORTH LINE OF SAID CHARLES W. MORRIS TRACT RECORDED IN VOLUME 485, PAGE 595, D.R.D.C.T., 62.85 FEET TO A POINT, BEING THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO CHARLES W. MORRIS, RECORDED IN DOCUMENT No. 1995-R0034845, D.R.D.C.T., AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 850.00 FEET, A DELTA ANGLE OF 16°40'55", A CHORD BEARING OF S 08°49'10" E, 246.61 FEET AND AN ARC LENGTH OF 247.48 FEET TO A POINT FOR A CORNER;

THENCE S 00°28'42" E, 5.98 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "ROOME";

THENCE S 89°30'47" W, 60.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.350 ACRES (15,225 SQUARE FEET) OF LAND.



EXHIBIT "B"

Exhibit "B"
The "Property"

**FIELD NOTES TRACT 2
VARIABLE WIDTH RIGHT-OF-WAY DEDICATION
MARSH LANE**

BEING A TRACT OF LAND LOCATED IN THE J.B. MARTIN SURVEY, ABSTRACT No. 827, DENTON COUNTY, TEXAS, BEING ALL OF TRACT THREE DESCRIBED IN AN AFFIDAVIT OF HEIRSHIP TO BETTY JEAN MORRIS, RECORDED IN DOCUMENT No. 2007-49734, DEED RECORDS, DENTON COUNTY, TEXAS (D.R.D.C.T.), (SEE DEED TO CHARLES W. MORRIS, RECORDED IN DOCUMENT No. 1995-R0034845, D.R.D.C.T., FOR DESCRIPTION) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE SOUTHWEST CORNER OF SAID CHARLES W. MORRIS TRACT RECORDED IN DOCUMENT No. 1995-R0034845, D.R.D.C.T., AND BEING IN THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO CHARLES W. MORRIS RECORDED IN VOLUME 485, PAGE 595, D.R.T.C.T.;

THENCE N 00°11'00" E, LEAVING THE NORTH LINE OF SAID CHARLES W. MORRIS TRACT RECORDED IN VOLUME 485, PAGE 595, D.R.D.C.T., AND ALONG THE WEST LINE OF SAID CHARLES W. MORRIS TRACT RECORDED IN DOCUMENT No. 1995-R0034845, D.R.D.C.T., 313.92 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 850.00 FEET, A DELTA ANGLE OF 19°28'18", A CHORD BEARING OF S 09°32'56" E, 287.48 FEET, AND AN ARC LENGTH OF 288.87 FEET TO A POINT, BEING THE BEGINNING OF A REVERSE CURVE TO THE RIGHT;

THENCE ALONG SAID REVERSE CURVE TO THE RIGHT, WITH A RADIUS OF 850.00 FEET, A DELTA ANGLE OF 02°07'29", A CHORD BEARING OF S 18°13'22" E, 31.52 FEET, AND AN ARC LENGTH OF 31.52 FEET TO A POINT BEING THE SOUTHEAST CORNER OF SAID CHARLES W. MORRIS TRACT RECORDED IN DOCUMENT No. 1995-R0034845, D.R.D.C.T., AND BEING IN THE NORTH LINE OF SAID CHARLES W. MORRIS TRACT RECORDED IN VOLUME 485, PAGE 595, D.R.D.C.T.;

THENCE S 89°31'42" W, 58.55 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.141 ACRES (6,160 SQUARE FEET) OF LAND.



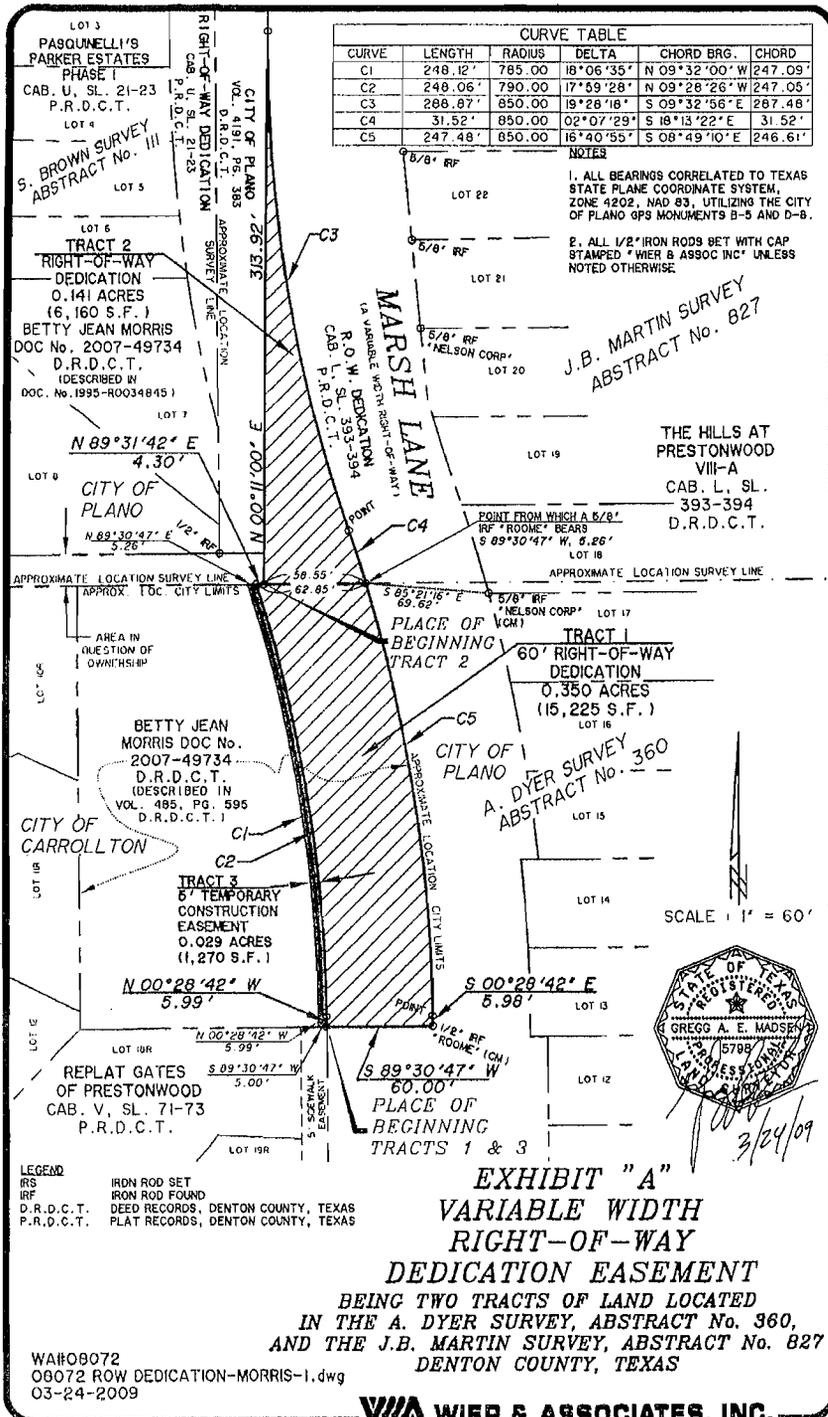


EXHIBIT "A"
The "Property"

STATE OF TEXAS

§
§
§
§
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CERTIFIED COPY

COUNTY OF DENTON

I, the undersigned, hereby certify that the attached Boundary Adjustment Agreement is a true, complete and correct copy of a Boundary Adjustment Agreement of the Town of Hebron, Texas, with the City of Plano, as the same appears in the records of my office, and that said records are kept and maintained as official records of the Town of Hebron, Texas, a Texas political subdivision, and are kept in the offices of the Town in its regular course of business.

I further certify that I am the Town Secretary of the Town of Hebron, Texas, that I am the custodian of the records of the Town, and that I have lawful possession and custody of its files and records.

In witness whereof, I have hereunto set my hand this 1st day of MARCH 2010.

[Seal]

Betty Morris
(Signature)

Betty Morris
(Type/Print Name)



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/22/10		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Casey Srader, x5152				
CAPTION				
<p>An Ordinance of the City of Plano, Texas, transferring the sum of \$8,616 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2009-10 for the purpose of providing additional funds for the difference in preliminary estimated costs and actual costs associated with conducting a Special Election on January 30, 2010 to fill the vacant Place 3 City Council position; amending the budget of the City and Ordinance 2009-9-13, Section 1, Item "A" to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	198,673,823	0	198,673,823
Encumbered/Expended Amount	0	0	0	0
This Item	0	8,616	0	8,616
BALANCE	0	198,682,439	0	198,682,439
FUND(S): GENERAL FUND				
<p>COMMENTS: Supplemental appropriations approved to date for the General Fund, including this item, total \$180,768. The current General Fund balance supports this supplemental appropriation in the amount of \$8,616.</p> <p>STRATEGIC PLAN GOAL: Providing additional funding for the difference in estimated Special Election costs and actual Special Election costs relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Supplemental Appropriation No. 4				
<p>This supplemental appropriation will cover the difference in costs between the preliminary estimated figures provided by the Elections Administrator of Collin County prior to the Special Election held on January 30, 2010, to fill the vacant Place 3 City Council position and the actual costs incurred. Since receiving initial estimates, revisions were made to provide payment for work performed by Judges, Alternate Judges and Clerk's at all early voting locations requiring an additional payment of \$8,616 to the Elections Administrator.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

<p>Summary of Elections Administrator's Preliminary vs. Actual Costs Supplemental Appropriation Log</p>	

An Ordinance of the City of Plano, Texas, transferring the sum of \$8,616 from the General Fund unappropriated fund balance for Fiscal Year 2009-10 to the General Fund operating appropriation for the purpose of providing additional funding for the difference in preliminary estimated costs and actual costs associated with conducting a Special Election on January 30, 2010, to fill the vacant Place 3 City Council position; amending the budget of the City and Ordinance 2009-9-13, as amended, to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.

WHEREAS, The City Council of the City of Plano approved and adopted the budget for the City for Fiscal Year 2009-10 setting the appropriations for the General Fund at \$198,673,823; and

WHEREAS, additional funding is needed to cover the difference in costs between the preliminary estimated figures provided by the Elections Administrator of Collin County prior to the Special Election held on January 30, 2010, to fill the vacant Place 3 City Council position and the actual costs incurred; and

WHEREAS, the City Council deems it to be in the best interest of the City of Plano and its citizens to expend public funds to cover the additional costs associated with conducting the Special Election; and

WHEREAS, such necessary and essential costs cannot be fully met through appropriations in the existing budget; and

WHEREAS, the City Council now finds that additional appropriations to the General Fund Operating Appropriation should be made in order to provide additional funding for this Special Election cost increase, and that such action is a public necessity.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

SECTION I. The estimated sum of EIGHT THOUSAND SIX HUNDRED SIXTEEN DOLLARS (\$8,616) is hereby transferred from the General Fund unappropriated fund balance to the General Fund operating appropriation.

SECTION II. The budget of the City of Plano for Fiscal Year 2009-10 as adopted by Ordinance No. 2009-9-13 is amended to reflect the action taken herein.

SECTION III. The actions taken herein are found and declared to be a case of public necessity.

SECTION IV. This supplemental appropriation Ordinance No. 4 shall become effective immediately from and after the date of its passage.

DULY PASSED AND APPROVED THIS THE 22nd DAY OF MARCH, 2010.

Phil Dyer, **MAYOR**

ATTEST:

Diane Zucco, **CITY SECRETARY**

Diane C. Wetherbee, **CITY ATTORNEY**

PRELIMINARY ESTIMATED

SUMMARY OF COSTS FOR CITY OF PLANO

SUPPLY COST	\$2,747.00
EQUIPMENT RENTAL COST	\$18,385.28
EARLY VOTING	\$7,311.00
ELECTION DAY	\$8,552.00
ADMINISTRATIVE EXPENSES	\$228.00
TABULATION/CENTRALIZED COSTS	\$24,730.00
Total	\$61,953.28
10% Administrative Fee	\$6,195.33
Grand Total	<u>\$68,148.61</u>

ACTUAL COSTS

SUMMARY OF COSTS FOR CITY OF PLANO

SUPPLY COST	\$2,090.10
EQUIPMENT RENTAL COST	\$15,085.28
EARLY VOTING	\$24,475.45
ELECTION DAY	\$7,543.52
ADMINISTRATIVE EXPENSES	\$168.00
TABULATION/CENTRALIZED COSTS	\$20,422.97
Total	\$69,785.32
10% Administrative Fee	\$6,978.53
Grand Total	<u>\$76,763.85</u>

Less Preliminary Estimated Costs	<u>\$ (68,148.61)</u>
Supplemental Appropriation No. 4	<u>\$8,615.24</u>

**FY 2009-10
SUPPLEMENTAL APPROPRIATIONS**

Description	Department	Amount
Supplemental Appropriation for Special Election for City Council Place 3.	City Secretary	79,954
Supplemental Appropriation for Runoff Election for City Council Place 3.	City Secretary	92,349
Supplemental Appropriation for additional costs incurred for Special Election for City Council Place 3.	City Secretary	8,616
TOTAL GENERAL FUND APPROPRIATIONS		\$ 180,919
TOTAL CATV FUND APPROPRIATIONS		\$ -
TOTAL MUNICIPAL DRAINAGE FUND APPROPRIATIONS		\$ -
TOTAL WATER & SEWER FUND		\$ -
TOTAL SUSTAINABILITY & ENVIRONMENTAL FUND APPROPRIATIONS		\$ -
Supplemental Appropriation for Plano Convention Center market study.	Conv. & Visitors Bureau	49,000
TOTAL CONVENTION & TOURISM FUND APPROPRIATIONS		\$ 49,000
TOTAL PROPERTY/LIABILITY FUND APPROPRIATIONS		\$ -
TOTAL PROPERTY MANAGEMENT FUND APPROPRIATIONS		\$ -
TOTAL GOLF COURSE FUND APPROPRIATIONS		\$ -
TOTAL RECREATION FUND APPROPRIATIONS		\$ -
TOTAL INTERNAL SERVICE FUNDS AND OTHER FUNDS APPROPRIATIONS		\$ -
GRAND TOTAL ALL FUNDS		\$ 229,919



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		3/22/10		
Department:		Public Works & Engineering		
Department Head		Alan L. Upchurch		
Agenda Coordinator (include phone #): Irene Pegues (7198)				
CAPTION				
An Ordinance of the City of Plano, Texas, amending Section 12-104.5 of Article V Stopping, Standing and Parking, of Chapter 12 Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano by deleting the provision regarding parking at the Municipal Center; providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget				
Encumbered/Expended Amount				
This Item				
BALANCE				
FUND(s): N/A				
COMMENTS: This item has no fiscal impact.				
SUMMARY OF ITEM				
Several years ago the City adopted an ordinance restricting parking in the various downtown parking lots. Since that time, staff has determined that there is not a problem with non city hall visitors using the parking lot at Municipal Center. Therefore, staff is recommending removing the time restriction to the parking lots around Municipal Center. The attached ordinance is recommended for approval.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
N/A		N/A		

An Ordinance of the City of Plano, Texas, amending Section 12-104.5 of Article V Stopping, Standing and Parking, of Chapter 12 Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano by deleting the provision regarding parking at the Municipal Center; providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date.

WHEREAS, after several years of monitoring parking, it has been determined that there is not a problem with non city hall visitors using the parking lot at Municipal Center; and

WHEREAS, the time and cost of maintaining a parking decal program for Municipal Center is not justified; and

WHEREAS, the City of Plano desires to revise Section 12-104.5 by deleting the provision regarding parking at the Municipal Center.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. Section 12-104.5 of Article V Stopping, Standing and Parking, of Chapter 12 Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano is hereby amended to read as follows:

“Sec. 12-104.5. Parking in public lots in the downtown area.

It shall be unlawful for any person to park a motor vehicle in the following public parking lots for a period in excess of four hours during the hours of 5:00 a.m. to 5:00 p.m. Monday through Friday without having a valid City of Plano issued parking permit prominently displayed in said vehicle:

Haggard Park parking lots bounded by 15th Street, H Avenue, 16th Street and the DART light-rail line;

The two public parking lots bounded by 15th Street, K Avenue, 14th Street and the DART light-rail line;

The public parking spaces located in the Eastside Village II Development parking garage, located immediately west of Municipal Avenue between 14th Street and 15th Street.”

Section II. All provisions of the Code of Ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Code of Ordinances of the City of Plano not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section III. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

Section IV. The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions at the time of passage of this ordinance.

Section V. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(b) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

Section VI. This Ordinance shall become effective immediately upon its passage and publication as required by law.

DULY PASSED AND APPROVED this the 22nd day of March, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/22/10		
Department:		City Secretary's Office		
Department Head		Diane Zucco		
Agenda Coordinator (include phone #): Alice Snyder, Ext. 7515				
CAPTION				
An Ordinance of the City of Plano, Texas amending Sec. 10-16 Membership of Article II Advisory Board of Chapter 10 Library, of the Code of Ordinances of the City of Plano, to increase the number of members and increase the number required for a quorum; and providing a repealer clause, a severability clause, and an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact.				
SUMMARY OF ITEM				
List of Supporting Documents: Ordinance		Other Departments, Boards, Commissions or Agencies		

An Ordinance of the City of Plano, Texas amending Sec. 10-16 Membership of Article II Advisory Board of Chapter 10 Library, of the Code of Ordinances of the City of Plano, to increase the number of members and increase the number required for a quorum; and providing a repealer clause, a severability clause, and an effective date.

WHEREAS, on January 13, 1986, by Ordinance No. 86-1-11, the City Council created the Library Advisory Board and provided for the number, appointment, removal and terms of office of its members, as well as for meetings and duties of the Board; and

WHEREAS, Ordinance No. 86-1-11 was codified as Article II. Advisory Board, of the Code of Ordinances of the City of Plano; and

WHEREAS, the City Council hereby finds and determines that it is necessary to amend Section 10-16 Membership to increase the number of members of the Library Advisory Board from seven to nine and to increase the number required for a quorum from four to five.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. Section 10-16 Membership of Article II Advisory Board of Chapter 10 Library of the Code of Ordinances of the City of Plano is hereby amended to read in its entirety as follows:

“Sec. 10-16. Membership.

(a) The library advisory board shall consist of nine (9) members, including a chairperson whose qualifications shall comply with the provisions of section 4.07 of the city charter. The city manager may appoint ex-officio members.

(b) Said board shall act in an advisory capacity to the city council on matters relating to the public library. Five (5) members are required to establish a quorum, and a simple majority vote of those present is required for official approval of all matters.

(c) The members of the library advisory board shall be appointed by the city council. Board members shall serve without compensation.”

Section II. All provisions of the ordinances of the City of Plano, codified or uncodified, in conflict with the provisions of this ordinance are hereby repealed, and all other provisions of the ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this ordinance, shall remain in full force and effect.

Section III. It is the intention of the City Council that this ordinance, and every provision thereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this ordinance shall not affect the validity or constitutionality of any other portion of this ordinance.

Section IV. This ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 22nd day of March, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		3/22/10		
Department:		Budget		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Anita Bell				
CAPTION				
Presentation of the 2009-10 Status Report and Three-Year Financial Forecast to City Council.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact.				
SUMMARY OF ITEM				
ag 2009-10 Status Report to Council				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

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City Council**CITY OF PLANO, TEXAS
2009-10 STATUS REPORT
AND****THREE-YEAR FINANCIAL FORECAST
Fiscal Year 2010-11 through 2012-13****Phil Dyer, Mayor****Mayor Pro Tem***Harry LaRosiliere*
Place 5**Deputy Mayor Pro Tem***Lee Dunlap*
Place 8**Council Members***Pat Miner*
Place 1*Ben Harris*
Place 2*Vacant*
Place 3*Lissa Smith*
Place 4*Jean Callison*
Place 7

Thomas H. Muehlenbeck, City Manager
Karen Rhodes-Whitley, Director of Budget & Research
Casey Srader, Budget Manager

Budget & Research Staff

Karen Rhodes-Whitley
Director of Budget & Research
x7472

Casey Srader
Budget Manager
x5152

Carla Rude
Budget Consultant
x7407

Elizabeth Dorrance
Budget Consultant
x7146

Steve Tillman
Budget Analyst II
x5470

Matt Yager
Budget Analyst II
x5220

Anita Bell
Budget Analyst I
x7194

This document was prepared by the City of Plano, Budget & Research Department.

For additional information, contact:

Budget & Research Department

City of Plano, Texas

P. O. Box 860358

Plano, TX 75086-0358

(972) 941-7194

www.plano.gov/departments/budget

City Manager's Letter



Phil Dyer
Mayor

Harry LaRosiliere
Mayor Pro Tem

Lee Dunlap
Deputy Mayor Pro Tem

Pat Miner
Place 1

Ben Harris
Place 2

Vacant
Place 3

Lissa Smith
Place 4

Jean Callison
Place 7

Thomas H. Muehlenbeck
City Manager

March 22, 2010

Honorable Mayor & City Council
City of Plano
Plano, Texas 75074

Dear Mayor and Council Members:

I am pleased to present to you the City of Plano's Three-Year Financial Forecast for Fiscal Years 2010-11 through 2012-13. The purpose of this forecast is to review the status of the 2009-10 Budget and provide the City with the opportunity to take **A Look Ahead** into the future, identifying the challenges and opportunities facing the City of Plano over the next three years. The Three-Year Financial Forecast focuses on the General Fund, G.O. Debt Fund, and the City's major enterprise funds – Water & Sewer, Sustainability & Environmental Services, Municipal Drainage, Convention & Tourism and Recreation Revolving. Due to the scheduled October 2010 closing of the golf course, the Municipal Golf Course Fund has not been included within this forecast. The fund will be reinstated in the forecast once the golf course is re-opened.

The financial projections included in the forecast will become the foundation for the development of the 2010-11 Budget. With the identification of significant financial and non-financial trends and issues in this report, Council and Management can proceed in developing goals, objectives and priorities for the coming year as well as the next three years.

The City of Plano is still experiencing the effects of this latest economic downturn. We are projecting a General Fund budget deficit for Fiscal Year 2010-11 totaling \$15.4 million. In Fiscal Year 2011-12, the deficit increases to \$30.0 million and then \$28.1 million in Fiscal Year 2012-13. These deficit positions were anticipated last year and the City has worked diligently since the adoption of the FY 2009-10 Budget to identify core services and potential budget reductions for next year to address the shortfall.

In October, I appointed a Budget Reduction Committee made up of several members of our Executive Team to identify potential budget reductions and additional revenue sources in order to offset the impending budget deficit positions. The compilation of their work will be reviewed by Council at a scheduled April 10, 2010 City Council Core Business Matrix Retreat.

Keep in mind that every annual budget adopted by City Council is statutorily required to be balanced, so these unbalanced projected numbers reflect the work which must be done every year to get expenditures in line with revenues. The purpose of including a "deficit" or "additional revenues/expenditure reduction" line in this forecast is to reveal a structural imbalance that must be eliminated. Even though a deficit is identified, one of

the keys to this Financial Forecast is the fact that any fund deficits are assumed to be rectified in the year when the deficit is projected to occur.

Based on preliminary discussions with both Collin County and Denton County Central Appraisal Districts, total assessed property values are projected at \$24.4 billion with existing property values projected to decrease by 5.13% or \$1.3 billion overall. This translates into a loss in revenue totaling \$6.4 million. New growth is projected to increase by \$200 million in FY 2010-11. The ad valorem tax rate of 48.86 cents per \$100 of assessed property valuation is maintained throughout the forecast, and the amount allocated between debt and operations is adjusted accordingly. Due to the issuance of several large Tax Notes for public safety projects, increased bond sales over the last four years coupled with the projected loss in property value, an additional 1.66 cents will be required to be transferred to the G.O. Debt Fund during 2010-11 from the General Fund. This translates to a loss of revenue to fund operations totaling \$4.1 million.

Sales Tax, the General Fund's second largest revenue source, is projected to decline by 5.3% to \$53.5 million as compared to actual collections for FY 2008-09. Currently, sales tax collections for the first five months of the fiscal year are down \$1.5 million or 5.8%. Due to the volatility of this revenue source, the slowdown in the economy, the decrease in manufacturing and wholesale activity, and the increasing loss of retail market share to surrounding communities, sales tax collections are projected to remain constant at \$53.5 million for the forecast period.

In addition, due to the significant drop in natural gas prices over the last year, the FY 2009-10 Gas Franchise fee check came in \$1.2 million under our original budget. Based on projections from the Department of Energy, natural gas prices are expected to increase 7.6% in FY 2010-11. Building and Development related revenues are currently running 18% below last year's actual. Our original budget projection included a 25% decline this year and we have projected a 15% decline for FY 2010-11.

Another source of concern within the forecast is the Convention and Tourism Fund. During FY 2008-09, we experienced a \$1.0 million decline in Hotel/Motel tax collections from \$5.0 million to \$4.0 million due to the economic slowdown and decreased occupancy rates and stays. We are anticipating an additional decrease to \$3.8 million for FY 2009-10 and then returning to \$4.0 million for the remainder of the forecast period. Currently, local hotel occupancies are running 12% lower than normal. The decrease in Hotel/Motel Taxes will directly affect the amount allocated to the Cultural Arts, Historic Preservation and Special Events grants funding for the forecast period and will be discussed in greater detail within the Convention and Tourism Fund financial forecast section of this document.

Listed below are additional significant features and issues contained within the forecast.

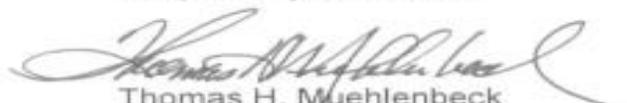
Significant Features and Issues of the Forecast

- Not included in the fund projections are any of the Budget Reduction Committee recommendations to be discussed at the City Council Core Business Matrix Retreat scheduled for April 10, 2010.
- Not included in the fund projections are program enhancements relating to increases for mandates, growth, increased services, technology requests, and other causes for the three-year period. All discretionary items will be examined on their individual merit during the budget development process in each year.
- No salary increases have been included for either Civil Service or Non-Civil Service employees in the forecast. In addition, attrition is projected at 2.5% for the General Fund and 0.5% for all other funds.
- A 5% health insurance increase, an additional 1% per year for TMRS and an increase in the RSP rate from 3.13% to 3.5% are included throughout the forecast.
- Assumed to be funded within the forecast are all operating expenditures associated with CIP Projects coming on-line during the forecast period. For FY 2010-11, the total is \$2.1 million and includes equipment and personnel for the addition of a Fire Ladder Truck and a Pumper, the opening of Fire Station #13, as well as the completion of several Parks and Recreation improvements.

- Funding for the Economic Development Incentive Fund has been included throughout the forecast. The forecast includes the actual two-cent property tax revenue at \$4.8 million for FY 2010-11, \$4.9 million for FY 2011-12 and \$5.0 million for FY 2012-13. The Economic Development Incentive Fund was implemented in FY 2006-07 in order to remain competitive with surrounding neighboring cities in our effort to attract businesses to the area and to provide funding for redevelopment purposes. During FY 2010-11, the City of Plano landed over a million square feet in real estate deals in a series of high-profile company relocations including Pizza Hut, Inc., Tektronix and the Planet.
- The General Fund includes \$1 million for the purchase of library books in each year of the forecast.
- Operating expenditures are projected to increase by the rate of inflation of 1.0% for FY 2010-11, 2.0% for FY 2011-12 and FY 2012-13.
- The forecast assumes issuing approximately \$50.0 million in new debt in 2010-11, \$42.0 million in 2011-12 and \$35.0 million in 2012-13. The projected debt figures include the issuance of new debt for the Arts of Collin County project. However, no additional operating expenditures have been included at this time.
- Based on the preliminary information received from North Texas Municipal Water District, both water and sewer rates will be increased dramatically throughout the forecast period. Water rates are scheduled to increase approximately 10% to 12% in each year of the forecast, with annual expenditures increases based on the current take or pay minimum of 26.7 billion gallons. For 2010-11, the annual water rate is projected at \$1.40 per thousand gallons, for 2011-12 at \$1.54, and for 2012-13 at \$1.69. Wastewater costs are projected to decrease 2.7% for 2010-11, then increase 6% for 2011-12, and 8.0% for 2012-13. The forecast proposes passing through all water and sewer rate increases proposed by NTMWD effective October 1st in each year. The forecast also assumes a return to FY 2005-06 water usage consumption of 26.4 billion gallons which is close to our 26.7 billion gallon take or pay contract.

My special thanks are offered to all Department Managers, the Executive Team and the Budget & Research Department for their cooperation in putting together this Financial Forecast. In addition, I look forward to discussing this information with you at the March 22nd Council meeting and also at our Core Business Matrix Retreat scheduled for April 10th.

Respectfully submitted,



Thomas H. Muehlenbeck
City Manager



Economic Overview

New Horizons, a City of Plano Economic Overview

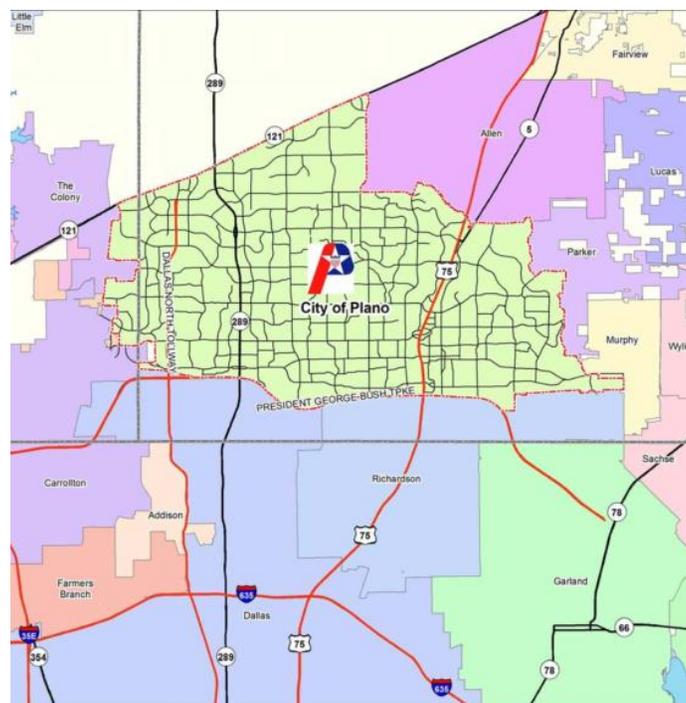
The Economic Outlook and Overview is intended to serve as a forecast and budgetary planning tool for the citizens and leaders of Plano. This publication attempts to provide the reader with a realistic, yet sensible financial overview of the present and future financial conditions of the City. This document begins the 2010-11 budgetary planning process for the citizens and businesses of Plano under a united belief that we live, work, and play in one of the finest communities in the nation. Here are a few of the key ingredients that really “make” this community:

All America City! Plano, Texas is home to 264,560 (Population est., January 2010) dynamic and diverse individuals who have chosen to reside in a nationally recognized community with a proud heritage, a stable foundation, strong citizen involvement and the proven ability to provide excellent services with quality and value to the community. According to the 2008 Citizen Survey, residents feel “safe” served by **World Class and Internationally Accredited Public Safety Departments**, while they drink from a **Superior-rated water supply** with an approved **Water Conservation Plan**, navigate top quality, beautifully landscaped streets and medians, and participate in environmentally “green” recycling programs supported by a **Gold Award** winning **Sustainability & Environmental Waste Services Department**. During a Citizen Service Prioritization Assessment conducted in 2007, citizens ranked municipal services such as Police, Fire, Public Works, Customer & Utility Services, Sustainability & Environmental Services, 911 Service, and Building Inspections as both “Highly Important and Highly Valued” city services. In addition, citizens enrich their minds with an award winning public school district, have access to five public libraries, and reside in a place which is convenient to six colleges and universities.

The City received the national “All-America” city award in 1994 and strides into the future with a history of excellence and quality services. Additionally, Plano was ranked as “one of the six best places to live in the United States” (*Money Magazine, January 2004*) and is under the leadership of the **2007 Texas City Management Association's City Council of the Year**. During 2007, the National Academy of Public Administration (NAPA) honored long-tenured Plano City Manager Thomas Muehlenbeck as one of five

2007 recipients of the prestigious **National Public Service Award (NPSA)**. Over the years, Plano has received numerous awards: several **Emmy Awards** for the Plano Television Network (*PTN*); a **National League of Cities' Award for Municipal Excellence** for Innovative City Programs with the Management Preparation Program (**MP3**); and a Top Five ranking for Best Human Resources in the 2007/2008 North American Cities of the Future competition by **fDi** magazine. The Parks and Recreation, Building Inspections, Police, Fire and the Purchasing departments all hold national accreditations.

There's always something to do! The populace enjoys access to over seventy shopping centers, 700 restaurants, 3,700 hotel rooms, and a full-service convention center. The community examines historic roots in an 1840's downtown area that includes the original City park and an Interurban Railway Museum, while a nearby historic farmstead and museum showcases the area's farming heritage. Residents are able to “get out and play” with access to **National Gold Medal Parks and Recreation** facilities including: 81 public parks, 68 playgrounds, 2 area lakes, 51 miles of recreational trails, 6 recreation centers, a senior center, 3 Theaters/Amphitheatres, 1 Gazebo/Band Shell, 9 reserved pavilions, 42 shade shelters, 2 public golf courses, 81 public tennis courts, 8 public swimming pools, and 178 sports fields.

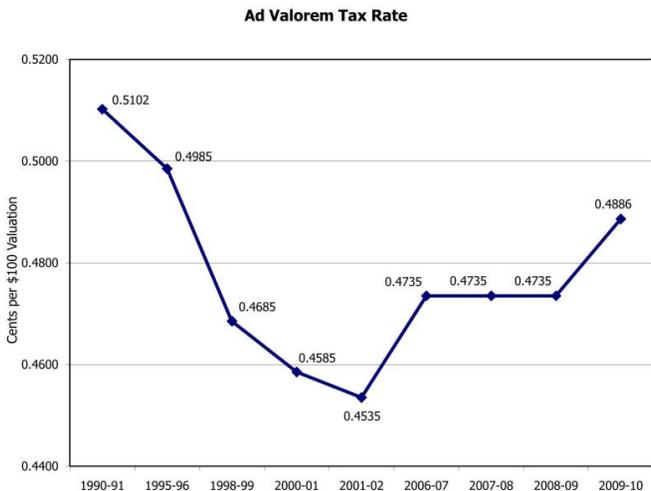


Location, location, location! Plano holds a key ingredient in a global economy, the location. As the largest city in Collin County, located 20 miles north of the Dallas Texas Central Business District in the Central Time Zone, city boundaries include 72.2 square miles supported by four major transportation arteries, with convenient access to four airports. Plano is a member city of the regional public transportation system, DART, linking Plano with both Dallas and Fort Worth and several other regional cities via a light rail and bus system. Businesses and citizens are able to interact with both coasts during most normal business hours, and , most major U.S. cities are accessible within a three hour flight time. Located in the **Sunbelt**, Plano enjoys a temperate climate with mild winters and warm summers. The average year-round temperature is 66° F. January is the coldest month, with an average temperature of 44° F. July is the hottest month, with an average temperature of 86° F. Annual rainfall averages 29 inches. Four large hospitals and numerous rehabilitation centers, retirement and assisted living facilities are found within the city limits.

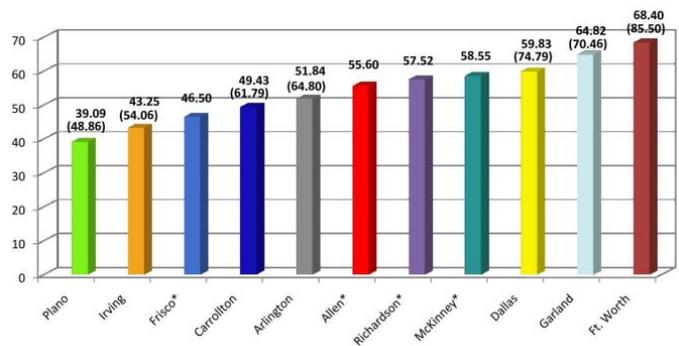
The **ACCRA Cost of Living Index** (American Chamber of Commerce Researchers Association, Annual Average Data, published January 2010) ranked Plano as 94.4% (on a 100% average for all participating locations) on the annual composite index. In addition, the state of Texas, and the City of Plano do not impose personal income taxes. The majority of services and benefits enjoyed by citizens in Plano are funded through the City property (ad valorem) taxes and a 1.0% sales tax.

distinction of having had no property tax rate increase between 1990 and 2006, as shown in the Ad Valorem chart above. The municipal property tax rate increased two cents to 47.35 cents per \$100 valuation in 2006, and the revenue generated from that increase has been dedicated solely for economic development incentives, allowing the City to remain competitive with the development in neighboring cities by offering special incentives to businesses to relocate or remain in Plano, including redevelopment efforts of existing properties.

A second rate increase of 1.51 cents became effective in 2009-10 and raised Plano's tax rate to the current level of 48.86 cents per \$100 valuation. 89.4% of that increase is devoted to the General Obligation Debt Fund to pay for principal and interest on bond debt required to finance projects in the Community Investment Plan, with the remaining 10.6% of the property tax increase dedicated to the operating budgets for services and departments in the General Fund. Total property values for 2010 decreased by more than 1% from 2009, or by \$278 Million. The total taxable value of all new property constructed and coming on-line in Plano in 2010 was \$380 million, and the average value of a home in Plano is currently estimated at \$249,679. The following chart illustrates how Plano's property tax rate compares to the surrounding cities.



2009-10 AD VALOREM TAX RATES
With Homestead Exemption Applied to the Rate
Plano and Surrounding Cities (Cents per \$100 Valuation)

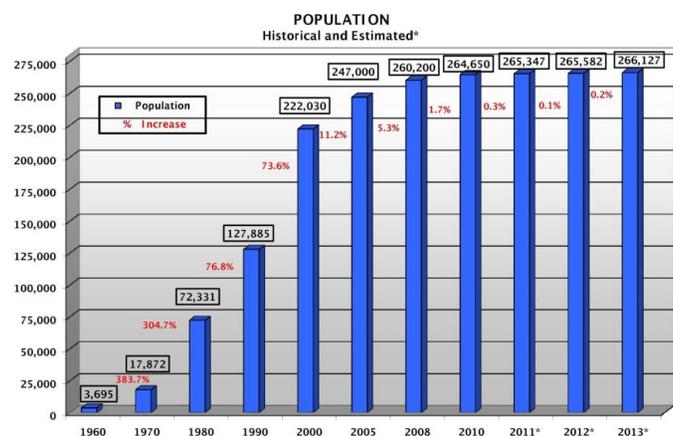


Some of the columns on the chart indicate two numbers; with the smaller number representing the effective tax rate, which includes the homestead exemption. The cities with an asterisk do not offer a homestead exemption, and display only one rate.

Low Property Tax rates! Plano has a lower city property tax rate and offers greater homestead exemptions than neighboring cities, as well as the

Sound financial planning, credit-worthy! Plano has long been nationally recognized for record growth rates, innovations, and managers/employees, as well

as the continued ability to provide the quality services and levels of amenities expected by the citizenry. Holding a ‘**AAA**’ Bond rating since 2000 from three of the nation’s major bond rating companies reflects Plano’s strong financial operations. Plano is one of the few cities in Texas to consistently receive the highest possible bond ratings from Moody’s, Standard and Poor’s, and Fitch’s IBCA Inc. In the ratings, the three companies lauded everything from the quality of city management, to population growth, to the ability to attract corporate headquarters. In addition, the City’s Municipal Drainage Bonds again received a “**AAA**” rating from Standard and Poor’s. Plano is one of the very few cities in the entire country to receive this high rating on Municipal Drainage Bonds.

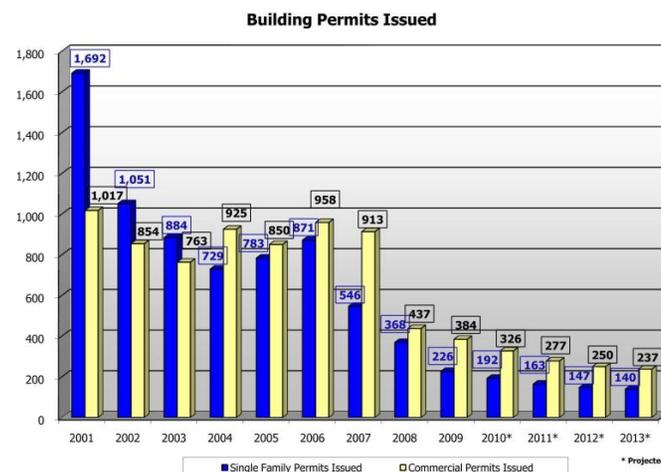


Diversified Population and Culture! Plano ranks 70th in the United States (U. S. Census Bureau, cities over 100,000, July 2008) and 9th in the State of Texas in terms of total population. In fifty years, the population has amplified more than 71 times from 3,695 to the estimated January 1, 2010 population of 264,560. According to the 2008 American Community Survey provided by the U.S. Census Bureau, Plano residents are well- educated with more than 54.2% of adults over age 25 holding a Bachelors degree or higher as compared to the U.S. average of 27.7%. Residents enjoy a median household income of \$84,319 as compared to the national average of \$52,029 and of the estimated 264,560 citizens in Plano, 66.2% are age 25 years and over with a median age of 35.6 years. Recent years have shown significant growth in Plano’s minority population, with Asian and Hispanic sector growth out-pacing all others. Nearly 34% of Plano citizens speak a language other than English at home. The city grew by 72.5% between the 1990 and 2000 Census. The most interesting change is that the percentage of people moving to Plano from another country more than doubled in that decade.

Most of the foreign-born citizens who move to this area are able to go anywhere in the world. The fact that they come here is a testimony to the good jobs available, the high quality of life, relatively low costs and the ease of doing business in this state.

Plano’s population growth continue to level off while City leaders pro-actively take measures with the preparation of financial plans, forecasts and economic guidelines geared to the service standards preferred by the community. As the City reaches maturity, the budget process involves vigilant monitoring, both long-range and short-term planning, combined with balancing the impacts of decreasing revenues and increasing maintenance costs. For purposes of the Forecast, 0.3% annual population growth is projected for 2010-11, 0.1% for 2011-12, and 0.2% for 2012-13.

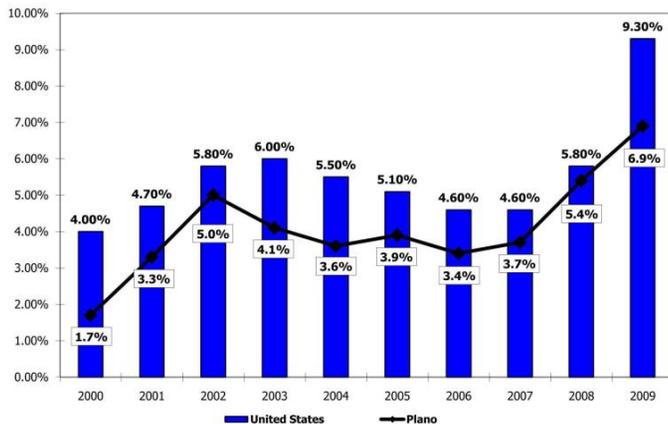
Construction, renovations and build out! The Construction sector continues to experience a shift in the residential real estate market, with new housing construction at historically low levels nationwide. New single family residential permits issued in Plano in 2009 compared to 2008 reflect a decrease of nearly 39%, with a commercial decrease of 12%. Decreases can be attributed not only to the nation’s current housing and mortgage crisis, ensuing banking crisis and the consequent recession, and the impending residential property build out within city limits. The numbers of Single Family Building Permits and Commercial Permits reflect this downward trend and are expected to continue for three more years, as reflected on the Building permits chart. Building permits as indicators of development are important because they reflect actual new construction, in-fill, remodeling, and re-development, and in turn, serve to indicate changes and additions to the appraisal values for the property tax base.



Future revenues related to the number of new construction permits issued are predicted to decrease 15% for 2010-11, followed by a 10% decrease in 2011-12 and a 5% decrease in 2012-13. The total valuation of new residential construction permits issued in 2009 was \$48.2 million, while new commercial construction permits totaled \$161.8 million. The City's Development Review Division continues to see an increase in alternative housing concepts and requests, including requests for higher density and other zoning changes.

The popularity of Legacy Town Center and East Side Village depict future residential building trends continue towards more compacted living spaces such as found in patio and town homes, duplexes and pedestrian-friendly multi-purpose developments. Plano faces the challenge of maintaining a balance between residential and commercial properties. This balance is an integral part of the very foundation of values which continue to make this community an attractive choice to new residential and commercial investors, by aiding in retention and promoting positive growth of all property values.

Unemployment Rate: United States vs. Plano



The Texas Job Market! While the Texas economy remains among the most favorable in United States, Texas employers have eliminated 287,800 jobs over the past 12 months, for an annual decline of 2.7 percent. Professional and Business Services lost a total of 74,100 jobs since January 2009 and a 5.7 percent annual decline. Education and Health Services recorded a total increase of 50,500 jobs added over the last 12 months. Financial activities posted losses of 13,900 positions over the year. Construction lost 95,600 positions over the year for a 14.7 percent annual decline. Despite these figures, the employment situation in Plano remains relatively stable, with only

104 estimated positions lost, or 0.1 percent annual decline, over the same 12 months according to the Texas Workforce Commission. Plano, Collin County and area cities continue to enjoy a low cost of living as evidenced by the ACCRA at 94.4%. Businesses continue to relocate to the area bringing new jobs, growth and an overall stimulation to the local economy, while and other business decide to stay within this community. Today it is not unusual for people to live and work entirely north of Interstate 635, a highway which once marked an imaginary line between suburban residential areas and the resident's places of employment in the DFW Metroplex.

Positive economic outlooks are dependent on consumer and business attitudes regarding employment, markets, global economics, energy availability and prices, and a general perception of continued economic growth. However, the recent recession and slow recovery coupled with high levels of unemployment, as well as a volatile global market all provide a significant damper to the economic outlook. As the federal government's economic stimulus package winds down and the Federal Reserve considers raising record low interest rates, the current recovery is almost universally described as fragile despite positive trends in a number of leading economic indicators.

Plano's employment strength continues to reflect the diversity of its employment base, including a highly educated, talented and motivated workforce. Even in times of national recession, companies continue to relocate to the community, and businesses already located here make plans to stay. City leaders work with the **Plano Economic Development Board** to identify, recruit, and retain businesses, contributing to the community's economic well-being. An impressive and diverse list of corporate citizens mitigates the severity of the economic downturn in Plano when compared to other metropolitan areas in the nation.

Plano is a major employment center with over 6,000 businesses in the city limits. Two major employment districts, Legacy Business Park and the Research and Technology District, and three large retail shopping malls, Collin Creek Mall, the Shops at Willow Bend, and the Shops of Legacy, conjoin with numerous neighborhood retail shops, eateries, and other business to provide opportunities for employment in retail, wholesale, manufacturing, medical, finance, services and

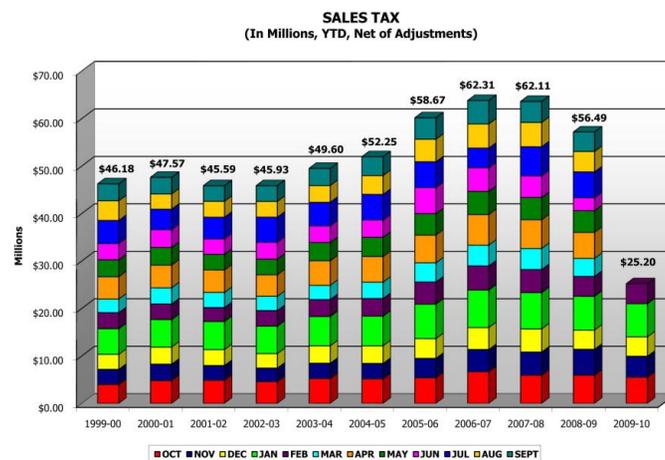
high tech fields within city limits. Diversity among the business sectors has eased the effects of the national recession in Plano.

What's happening here and now? The year 2010 is expected to bring only slight economic expansion to the area. Although the economic climate of the city and region has been stifled by the national economic situation and low consumer confidence levels, the region shows small signs of positive and upward momentum and is expected to outperform the national economy again this year. The City previously experienced significant decreases in several key revenues such as sales tax receipts, hotel/motel taxes and investment earnings during the recessionary period of 2001-2003 and is currently experiencing a significant decrease in the same sources of revenue.

Significant increases in expenditures for oil, fuels, utilities, insurance and medical costs have further impacted the City's General Fund resources. Two years of decreasing revenues and increasing expenditures has resulted in smaller fund balances (working capital), decreasing the funding available for operations and programs each year. Difficult programming decisions are now part of the budget cycle each year due to the reductions in resources. In addition, the City's water and sewer revenues continue to remain an area of concern as they are volatile due to their relation to unusual weather conditions in the past few years, coupled with increasing regulatory mandates from the EPA and the TCEQ (Texas Commission on Environmental Quality). Also a major factor in recent years, the energy market has been extremely vulnerable and oil prices can fluctuate daily. High global demand, low inventories and political tensions around the world all play a role in these prices. Petroleum products, electricity and natural gas prices are projected to slightly increase in each of the three years of this forecast as listed on the Assumptions Matrix found in this forecast.

Following the exceptional sales tax revenue increases during the years between 2005-06 through through 2007-08, recent significant decreases in sales tax revenues are indicative of weak consumer confidence and slowed business spending throughout the nation. Recent receipts suggest that the sharp decline in sales tax revenue may now be leveling out. The decline also reflects decreases in disposable personal income related to the recession and unemployment, both are major drivers of consumer spending, plus retail business lost to neighboring cities. Collecting \$56.5

million in sales tax during 2008-09, sales tax revenues are currently projected to decrease to \$53.5 million in 2009-10. The slowdown of the national economy, coupled with high unemployment, rising prices and growth in retail options in from surrounding cities has led to a forecast of sales tax receipts to remain constant for the all three years of this forecast. **"Shop Plano First!"** is once again the City mantra. A 2003 sales tax study indicated that Plano's share of the regional market should level out or increase slightly, related directly to the growth of retail infrastructure in competitor communities, Internet shopping, and general economic recovery. However, the 2003 Report also indicated that consumers were spending more on services and less on clothing and home furnishings. This is significant because those services are taxed much less broadly than goods. Also noted in that report was the fact that the newer shopping malls usually include an "element of entertainment" and are often the preferred weekend destinations for consumers.



Texas economic growth is expected to continue to at a lower rate over the three-year period from 2010-2013 than was seen in the last decade as the U.S. economy recovers and the state's high-rolling energy and construction sectors settle into a more modest and sustainable growth rate. The convergence of an economic downturn, the bust in housing and construction, and the quiriness of energy prices have stifled the historically strong performance of the region, and this trend is expected to continue for the next three years.

Even in these trying times, Plano continues to be a leader in economic development and business growth in the southwest, reflecting a strong history of attracting new construction and business expansions. Numerous

nationally recognized companies and their employees realize the benefits of living and working in the same community.

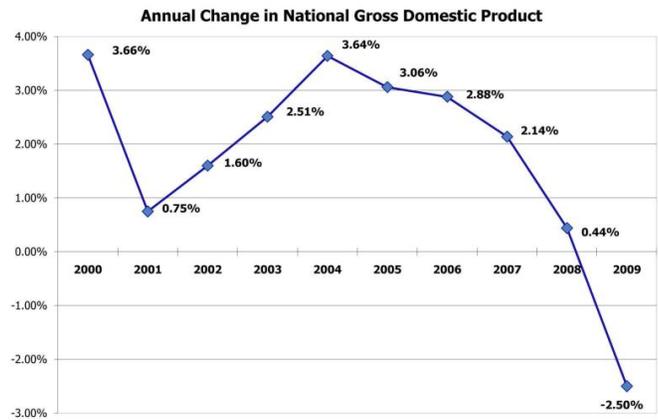
Business and leisure travel reflect the current economic conditions as well when reviewing the hotel-motel tax revenue collections and the Plano Civic Centre revenues. These examples evidence the current business practice of “doing more with less”. It has been estimated that nearly 70% of firms are taking advantage of video and web-conferencing technologies to cut costs. Growth and expansions of hotel and motel facilities in the city has seen significant decrease over the prior decade.

National Economic Trends are focusing on the likelihood of a continued economic recovery with sluggish growth in the short term. As a country, we have faced numerous challenges over the past few years, and in spite of these difficulties, Plano remains strong. The lowering of short-term interest rates by the Federal Reserve has loosened credit and held inflationary pressures at bay. The current monetary policy should stem any dangerous inflationary threats as well as help shorten the time of recession.

Innovation, including sound technological advances, remains an important key to the expansion of the economy. Meeting this challenge is critical to economic growth and development. For a positive outlook, this state continues to have one of the best business tax climates in the United States. Texas was selected among the best for business relocation and expansion and has been named a leader in foreign trade zones. According to a March 2010 presentation by the SMU Cox School of Business, over 50% of all national businesses who plan to relocate within the next 20 years, plan to move their operations to Texas.

A measure of the national economy is the real Gross Domestic Product (GDP), which measures the output of goods and services produced by labor and property located in the United States. The following graph shows this measure over the past seven years. Preliminary economic projections for the next three years indicate small but positive national growth as businesses continue to review and realign their goals with strategies and plans that are more adaptive to current economic conditions while evolving to a more

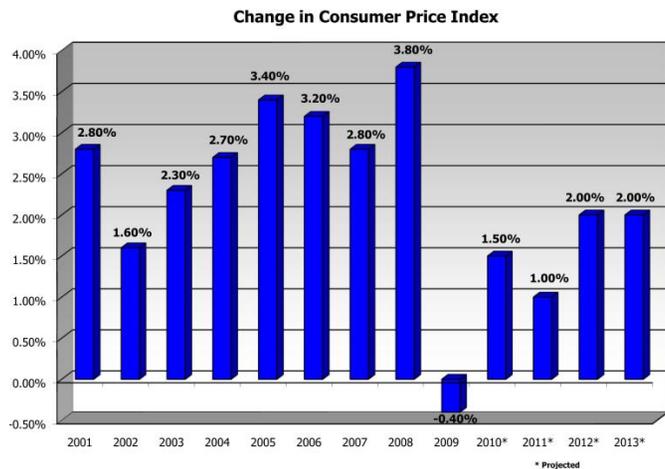
global economy. The City Council and managers practice the same sort of forward planning with an eye towards the horizon!



The Gross Domestic Product experienced rapid growth from 2001 through 2004, but trended downward since a peak in 2004. Economic expansion currently appears to be returning, although a "double-dip" is possible. Consumer confidence levels have not yet recovered with national unemployment rate remains at or near the 10% mark. Both Texas and Plano have historically been below the national unemployment rate averages. U.S. productivity is enhanced by the rapid assimilation of innovative technologies into the workplace, a high proportion of working age people who are employed and the number of hours they spend on their jobs. However, concerns have been raised over a decline in labor force participation or the share of the adult population that is working or looking for work. A decline in the share of the population that is economically active translates in to a lower rate of economic growth. This has resulted in the relatively low unemployment rate, a delay in retirements and continued growth and strong participation of women. Historically, labor force participation tends to increase following increases in economic activity.

An additional measure of the overall economy is the Consumer Price Index (CPI), a direct indicator of what inflation will be for the economy. Inflation, as measured by the annual percentage change in the CPI, is expected to remain low as historical data shows that periods immediately following a recession/depression remain fairly level for the next several years according to several different nationally recognized economists. CPI is also influenced by direct relationship to energy prices. As shown in the following chart, inflation has remained remarkably stable for the last several years. The CPI is an important factor, contributing to the

reasonable costs of living for Plano indicated in the aforementioned ACCRA composite index rating of 94.4 on a 100 point scale. This forecast includes an inflation rate of 1.0% in 2010-11 and 2.0% in both 2011-12 and 2012-13. Low positive inflation helps to enhance economic and market prosperity in the long run.



How does this affect Plano? Although economic forecasts for Plano and the region remain somewhat favorable, residential build-out and the controlled economic recovery continue to influence the City. Sustainability and build-out require a shift in focus from growth to maintenance activities. The City of Plano is starting to feel the effects of the economic slowdown in areas such as sales tax dollars, new construction permits issued and a higher unemployment rate than last year. These economic indicators will require that Plano continue to diligently monitor financial guidelines, budgeting and expenditures. Meticulous attention is given to the reserve funds, such as the Capital Reserve Fund, Community Investment Projects and other City Funds. During the budget process each year capital projects are re-examined and ranked, using financial oversight and planning to ensure that the funds are available for these projects as needed. During 2009, the City Council participated in two Core Business Matrix Retreats, providing the City Council an opportunity to prioritize and review the City of Plano's core businesses and giving directions to management regarding reductions in service delivery, if necessary. Also, during 2009, the City Council agreed upon Goals for 2009-2014. Five **Strategic Plan Goals** ensure a continued focus on providing quality of life, essential services for the citizens and identify short-term actions.

The City previously established a **Plano at Maturity** program with nine priorities to address the challenges and opportunities that Plano will face as it transitions

from a *growing* to a *maturing* community. All of the priorities noted are highly impacted by resource availability and influence Plano's ability to address changing financial conditions that will impact service delivery and quality of life. In the Financial Resources Availability section of the report, three categories were identified:

- **Revenue Enhancing:** Strategies that will improve the revenue stream for the City.
- **Reallocation of Resources:** Strategies that seek ways to be more efficient with existing resources.
- **Retail and Economic Development:** Strategies that create an environment that is positive for the long-term economic viability of the community.

The City continues to review requests for services that are likely to increase and/or shift as the city matures, and continue to explore and promote inter-local cooperation with Collin County and other Metroplex municipalities. Such planning is the purpose of this Status Report and Three-Year Financial Summary.

Forecast Notes Our regional and state economy has experienced this economic downturn at a degree much lower than the nation as a whole. Limited economic expansion, as well as limited economic retraction in several sectors, continues to generate employment and other opportunities for Plano, making the effects of national recession less severe in this area. However, economists continue to warn that the national economy is expected to recover slowly over the next several years with Texas expected to follow suit.

As is the case with all projections, external issues can heavily influence economic activity. Significant outside factors impacting the City and the nation include: unpredictable acts of nature, terrorism or war; uncertainty about future increases in interest rates by the Federal Reserve; performance and creditability in global financial markets; and uncontrolled inflation. Barring any major developments in these areas, Plano is poised to see slowing but some growth over the next three years.



Revenue & Budget Assumptions

Budget Assumption Matrix Revenues and Expenditures 2010-11 thru 2012-13				
		Projected		
ASSUMPTION		2010-11	2011-12	2012-13
<u>Population:</u>				
January 1, 2009	Current Population: 264,560 (Planning Dept.)			
2010-11	Increase 0.3% to 265,347 (Planning Dept.)	0.30%		
2011-12	Increase 0.1% to 265,584 (Planning Dept.)		0.10%	
2012-13	Increase 0.2% to 266,127,900 (Planning Dept.)			0.20%
<u>Property Values:</u>				
Existing Property Value:				
2010-11	Decrease 5.0% to \$24,398,264,127 (C.A.D.)	-5.00%		
2011-12	Flat \$24,798,264,127 (C.A.D.)		0.00%	
2012-13	Increase 1.0% to \$25,480,216,390 (C.A.D.)			1.00%
New Property Value:				
2010-11	Increase \$200,000,000 (Based on historical)			
2011-12	Increase \$400,000,000 (Based on historical)			
2012-13	Increase \$400,000,000 (Based on historical)			
<u>Revenues:</u>				
Taxes				
Ad Valorem Taxes:				
Current	Assume 99.0% collection rate	0.00%	0.00%	0.00%
Delinquent	Assume 1.0% delinquent rate			
Penalty & Interest	Based on historical trends in delinquent accts.			
New Debt				
2010-11	\$50,000,000 (Bond Authority)			
2011-12	\$42,000,000 (Bond Authority)			
2012-13	\$35,000,000 (Bond Authority)			
Interest Earnings				
2010-11	3.0% of Working Capital balance			
2011-12	3.5% of Working Capital balance			
2012-13	4.0% of Working Capital balance			
Building Related Revenues				
2010-11	Decrease 15.0% (Bldg. Inspect. Dept. & historical)	-15.00%		
2011-12	Decrease 10.0% (Bldg. Inspect. Dept. & historical)		-10.00%	
2012-13	Decrease 5.0% (Bldg. Inspect. Dept. & historical)			-5.00%
Direct Population-Based (DP)				
2010-11	Increase 0.3% (Planning Dept.)	0.30%		
2011-12	Increase 0.1% (Planning Dept.)		0.10%	
2012-13	Increase 0.2% (Planning Dept.)			0.20%
Indirect Population-Based (IP)				
2010-11	Increase 0.15% (Planning Dept.)	0.15%		
2011-12	Increase 0.05% (Planning Dept.)		0.05%	
2012-13	Increase 0.10% (Planning Dept.)			0.10%

Direct Economy-Based (DE)				
2010-11	Increase 1.00% (Projected inflation rate)	1.00%		
2011-12	Increase 2.00% (Projected inflation rate)		2.00%	
2012-13	Increase 2.00% (Projected inflation rate)			2.00%
Indirect Economy-Based (IE)				
2010-11	Increase 0.50% (Projected inflation rate)	0.50%		
2011-12	Increase 1.00% (Projected inflation rate)		1.00%	
2012-13	Increase 1.00% (Projected inflation rate)			1.00%
GENERAL FUND				
Sales Tax	Based on historical actuals	0.00%	0.00%	0.00%
Mixed Drink Tax	Indirect Population based increase (IP)	0.15%	0.05%	0.10%
Bingo Gross Receipts Tax	Indirect Population based increase (IP)	0.15%	0.05%	0.10%
Franchise Fees				
Electrical Franchise	Indirect Economy based increase (IE)	0.50%	1.00%	1.00%
Telephone Franchise	Constant			
Fiber Optics Franchise	Constant			
Gas Franchise	Indirect Economy based increase (IE)	0.50%	1.00%	1.00%
Cable TV Franchise	Constant			
Fines & Forfeits				
Municipal Court	Indirect Population based increase (IP)	0.15%	0.05%	0.10%
Library Fines	Indirect Population based increase (IP)	0.15%	0.05%	0.10%
Miscellaneous Revenue				
Interest Earnings	Based on historical actuals & ending working bal.			
Sale/Rental of Property	Based on rental lease agreements			
Insurance Collections	4.0% per year increase	4.00%	4.00%	4.00%
Sundry	Constant			
Licenses & Permits				
Electricians License	Based on building & development projection	-15.00%	-10.00%	-5.00%
Food Handlers Permits	Indirect Population based increase (IP)	0.15%	0.05%	0.10%
Land/Burning/Liquid Waste	Indirect Population based increase (IP)	0.15%	0.05%	0.10%
Grease Trap Permits	Indirect Population based increase (IP)	0.15%	0.05%	0.10%
Animal Licenses	Indirect Population based increase (IP)	0.15%	0.05%	0.10%
Restaurant Plan Review	Indirect Population based increase (IP)	0.15%	0.05%	0.10%
Alarm Permits	Indirect Population based increase (IP)	0.15%	0.05%	0.10%
Filing Fees	Based on building & development projection	-15.00%	-10.00%	-5.00%
Fire Protection Plan Review	Based on building & development projection	-15.00%	-10.00%	-5.00%
Building Permits	Based on building & development projection	-15.00%	-10.00%	-5.00%
Electrical Permits	Based on building & development projection	-15.00%	-10.00%	-5.00%
Plumbing Permits	Based on building & development projection	-15.00%	-10.00%	-5.00%
Heating & A/C Permits	Based on building & development projection	-15.00%	-10.00%	-5.00%
Fence Permits	Based on building & development projection	-15.00%	-10.00%	-5.00%
Swimming Pool Permits	Based on building & development projection	-15.00%	-10.00%	-5.00%
Pool Inspection	Indirect Population based increase (IP)	0.15%	0.05%	0.10%
Irrigation Permits	Based on building & development projection	-15.00%	-10.00%	-5.00%
Day Laborer Fees	Constant			
Sign Permits	Based on building & development projection	-15.00%	-10.00%	-5.00%
Reoccupancy Permits	Based on building & development projection	-15.00%	-10.00%	-5.00%
Misc. Licenses & Permits	Constant			
Fees & Charges for Services				
Animal Pound & Adopt. Fee	Indirect Population based increase (IP)	0.15%	0.05%	0.10%
Ambulance Service	Indirect Population based increase (IP)	0.15%	0.05%	0.10%
False Alarm Response	Indirect Population based increase (IP)	0.15%	0.05%	0.10%

CONVENTION & TOURISM FUND					
Hotel/Motel Receipts	Direct Economy based increase (DE)	1.00%	2.00%	2.00%	
Civic Center Fees	Direct Economy based increase (DE)	1.00%	2.00%	2.00%	
Miscellaneous	Constant				
Interest Earnings	Based on historical actuals & ending working bal.				
SUSTAINABILITY & ENVIRONMENTAL SERVICES FUND					
Commercial Franchise	Direct Economy based increase (DE)	1.00%	2.00%	2.00%	
Special Refuse Collection	Indirect Population based increase (IP)	0.15%	0.05%	0.10%	
Residential Collection	Direct Population based increase (DP)	0.30%	0.10%	0.20%	
BFI, Inc.	Direct Economy based increase (DE)	1.00%	2.00%	2.00%	
Recycling	Indirect Population based increase (IP)	0.15%	0.05%	0.10%	
Sale of Landscape Bags	Indirect Population based increase (IP)	0.15%	0.05%	0.10%	
Tipping Fee	Indirect Population based increase (IP)	0.15%	0.05%	0.10%	
Contributions via Utility Billing	Indirect Population based increase (IP)	0.15%	0.05%	0.10%	
Sale of Compost	Indirect Population based increase (IP)	0.15%	0.05%	0.10%	
Miscellaneous	Indirect Economy based increase (IE)	0.50%	1.00%	1.00%	
Disposal Reimbursements	Direct Economy based increase (DE)	1.00%	2.00%	2.00%	
MUNICIPAL DRAINAGE FUND					
Residential Class Fees	Indirect Population based increase (IP)	0.15%	0.05%	0.10%	
Commercial Class Fees	Indirect Population based increase (IP)	0.15%	0.05%	0.10%	
Interest Earnings	Based on historical actuals & ending working bal.				
MUNICIPAL GOLF COURSE FUND					
Golf Fees	Indirect Population based increase (IP)	0.15%	0.05%	0.10%	
Concessions	Indirect Population based increase (IP)	0.15%	0.05%	0.10%	
Room Rental	Indirect Population based increase (IP)	0.15%	0.05%	0.10%	
Miscellaneous	Constant				
Interest Earnings	Based on historical actuals & ending working bal.				
RECREATION REVOLVING FUND					
Recreation Fees	Indirect Population based increase (IP)	0.15%	0.05%	0.10%	
Contributions	Indirect Population based increase (IP)	0.15%	0.05%	0.10%	
Sundry	Indirect Population based increase (IP)	0.15%	0.05%	0.10%	
Interest	Based on historical actuals & ending working bal.				
<u>Expenses:</u>					
Inflation					
2010-11	Increase 1.0% (CPI, OMB, CBO, Blue Chip Consensus)	1.00%			
2011-12	Increase 2.0% (CPI, OMB, CBO, Blue Chip Consensus)		2.00%		
2012-13	Increase 2.0% (CPI, OMB, CBO, Blue Chip Consensus)			2.00%	
Salaries, Wages & Benefits					
Salaries (Civil & Non-Civil Service)					
2010-11	Increase 0.0% (Management projections)	0.00%			
2011-12	Increase 0.0% (Management projections)		0.00%		
2012-13	Increase 0.0% (Management projections)			0.00%	
RSP					
2010-11	Remain constant at 3.5% of salary (RSP Board)				
2011-12	Remain constant at 3.5% of salary (RSP Board)				
2012-13	Remain constant at 3.5% of salary (RSP Board)				

Life Insurance			
2010-11	Remain constant at 1.00% of salary (Calculation)		
2011-12	Remain constant at 1.00% of salary (Calculation)		
2012-13	Remain constant at 1.00% of salary (Calculation)		
Disability			
2010-11	Remain constant at 0.08% of salary (Calculation)		
2011-12	Remain constant at 0.08% of salary (Calculation)		
2012-13	Remain constant at 0.08% of salary (Calculation)		
Medicare			
2010-11	Remain constant at 1.45% of salary (Calculation)		
2011-12	Remain constant at 1.45% of salary (Calculation)		
2012-13	Remain constant at 1.45% of salary (Calculation)		
TMRS			
2010-11	Remain constant at 16.66% of salary (TMRS in Austin) + 1.0% increase each year. (GASB 45)	1.00%	
2011-12	Remain constant at 15.29% of salary (TMRS in Austin) + 1.0% increase each year. (GASB 45)		1.00%
2012-13	Remain constant at 15.29% of salary (TMRS in Austin) + 1.0% increase each year. (GASB 45)		1.00%
Health Insurance			
2010-11	Increase 5.0% (Calculation)	5.00%	
2011-12	Increase 5.0% (Calculation)		5.00%
2012-13	Increase 5.0% (Calculation)		5.00%
Attrition			
2010-11	2.5% for General Fund and 0.5% for other Funds		
2011-12	2.5% for General Fund and 0.5% for other Funds		
2012-13	2.5% for General Fund and 0.5% for other Funds		
Depreciation			
2010-11	Method remains constant each year (Historical & ERF)		
2011-12	Method remains constant each year (Historical & ERF)		
2012-13	Method remains constant each year (Historical & ERF)		
Municipal Garage Charges			
2010-11	Increase 2.0% (Equip. Svcs., gas and oil price inc.)	2.00%	
2011-12	Increase 2.0% (Equip. Svcs., gas and oil price inc.)		2.00%
2012-13	Increase 2.0% (Equip. Svcs., gas and oil price inc.)		2.00%
Electricity			
2010-11	Increase 2.0% (Department of Energy)	2.00%	
2011-12	Increase 2.0% (Department of Energy)		2.00%
2012-13	Increase 2.0% (Department of Energy)		2.00%
Natural Gas			
2010-11	Increase 7.6% (Department of Energy)	7.60%	
2011-12	Increase 2.0% (Department of Energy)		2.00%
2012-13	Increase 2.0% (Department of Energy)		2.00%

Capital Outlay		
2010-11	\$1,000,000 per year for library books (Historical)	
2011-12	\$1,000,000 per year for library books (Historical)	
2012-13	\$1,000,000 per year for library books (Historical)	
Existing Expenditures		
2010-11	Increase 1.0% (Projected inflation increase)	1.00%
2011-12	Increase 2.0% (Projected inflation increase)	2.00%
2012-13	Increase 2.0% (Projected inflation increase)	2.00%
NTMWD		
Water		
2010-11	Increase \$0.15 per 1,000 gal. to \$1.40	12.00%
2011-12	Increase \$0.14 per 1,000 gal. to \$1.54	10.00%
2012-13	Increase \$0.15 per 1,000 gal. to \$1.69	9.70%
Wastewater		
2010-11	Decrease \$0.04 per 1,000 gal. to \$1.41	-2.70%
2011-12	Increase \$0.08 per 1,000 gal. to \$1.49	5.70%
2012-13	Increase \$0.12 per 1,000 gal. to \$1.61	8.00%
Upper East Fork Interceptor System		
2010-11	Decrease \$0.14 per 1,000 gal. to \$0.77	-15.40%
2011-12	Increase \$0.06 per 1,000 gal. To \$0.83	7.70%
2012-13	Increase \$0.04 per 1,000 gal. to \$0.87	4.80%
EWS - Regional Landfill		
2010-11	Price per ton to increase to \$39.66	5.60%
2011-12	Price per ton to increase to \$41.39	4.20%
2012-13	Price per ton to increase to \$41.52	0.03%
GENERAL FUND TRANSFERS		
Capital Reserve		
2010-11	Transfer \$10,500,000 (Calculation)	
2011-12	Transfer \$10,500,000 (Calculation)	
2012-13	Transfer \$10,500,000 (Calculation)	
Economic Development		
2010-11	Constant at \$895,770 (Calculation)	
2011-12	Increase 1.0% to \$904,728 (Calculation)	
2012-13	Increase 1.0% to \$913,775 (Calculation)	
Economic Dev. Incentive Fund		
2010-11	Transfer \$4,830,856 (2 cents on tax rate)	
2011-12	Transfer \$4,910,056 (2 cents on tax rate)	
2012-13	Transfer \$5,045,083 (2 cents on tax rate)	
Technology Fund		
2010-11	Remain constant @ \$1.4 million a yr.,	
2011-12	General Fund = \$1,000,000	
2012-13	Water & Sewer Fund = \$300,000	
	Sustainability & Env. Svcs. Fund = \$60,000	
	Municipal Drainage Fund = \$20,000	
	Convention & Tourism Fund = \$20,000	

CATV Fund	
2010-11	Transfer 0.0% of Cable TV Franchise revenue
2011-12	Transfer 0.0% of Cable TV Franchise revenue
2012-13	Transfer 0.0% of Cable TV Franchise revenue
Property & Liability Loss	
2010-11	Transfer \$3,200,000 (Calculation)
2011-12	Transfer \$2,500,000 (Calculation)
2012-13	Transfer \$2,500,000 (Calculation)



General Fund

Recurring Revenue Vs. Recurring Expenditures

	2008-09 Actual	2009-10 Budget	2009-10 Re-Est.	2010-11 Projected	2011-12 Projected	2012-13 Projected
Recurring Revenue						
Ad Valorem Taxes	\$82,515,968	\$82,436,251	\$82,436,251	\$74,724,582	\$73,591,696	\$74,306,342
Sales Tax	56,487,233	57,821,890	53,501,468	53,501,468	53,501,468	53,501,468
Franchise Fees	23,586,444	22,197,743	21,375,083	21,697,352	21,843,021	21,990,145
Fines & Forfeits	8,317,559	8,297,385	8,447,530	8,460,201	8,464,431	8,472,896
Building & Development	2,567,230	2,014,184	2,163,069	1,858,971	1,674,626	1,591,671
Licenses & Permits	2,673,986	2,580,874	2,697,698	2,684,082	2,668,947	2,664,030
Fees & Charges for Services	10,512,735	10,744,409	10,788,559	10,969,774	11,014,207	11,065,216
Intergovernmental	2,915,578	716,747	727,255	727,255	727,255	727,255
Interest Income	1,270,999	1,300,000	1,400,000	1,600,000	1,608,000	1,616,040
Transfers In	18,513,599	19,486,530	18,727,425	19,300,263	20,185,020	21,113,673
CIP Coming On-Line	0	0	0	0	30,000	30,000
Other	1,884,148	2,146,290	2,001,397	2,016,072	2,030,138	2,045,310
Total Recurring Revenue	\$211,245,479	\$209,742,303	\$204,265,735	\$197,540,021	\$197,338,810	\$199,124,045
Recurring Expenditures						
Salaries & Wages	\$146,725,442	\$150,829,615	\$149,962,669	\$153,408,457	\$155,649,968	\$157,328,717
Supplies & Services	45,920,966	49,254,958	49,467,135	48,470,739	49,353,926	50,255,387
Reimbursements	-1,617,865	-2,420,751	-2,420,751	-2,420,751	-2,420,751	-2,420,751
CIP Coming On-Line	0	0	0	2,130,808	3,564,108	1,146,965
Capital Outlay	1,636,365	1,010,000	2,602,813	1,000,000	1,000,000	1,000,000
Total Recurring Expenditures	\$192,664,908	\$198,673,822	\$199,611,866	\$202,589,253	\$207,147,251	\$207,310,318
Transfers Out	20,577,987	20,344,973	20,648,531	20,426,626	19,814,784	19,958,858
Fund Balance - Beginning	\$44,741,546	\$25,874,676	\$42,744,130	\$26,749,468	\$16,651,172	\$17,025,801
Total Recurring Revenue	\$211,245,479	\$209,742,303	\$204,265,735	\$197,540,021	\$197,338,810	\$199,124,045
Total Recurring Expenditures	\$192,664,908	\$198,673,822	\$199,611,866	\$202,589,253	\$207,147,251	\$207,310,318
Less: Transfers Out	\$20,577,987	\$20,344,973	\$20,648,531	\$20,426,626	\$19,814,784	\$19,958,858
Fund Balance - Ending	\$42,744,130	\$16,598,184	\$26,749,468	\$1,273,610	(\$12,972,053)	(\$11,119,330)
Required 30 Day Balance				\$16,651,172	\$17,025,801	\$17,039,204
Add'l Revenues or Program Reductions to Meet 30 Days				\$15,377,562	\$29,997,855	\$28,158,534
Days of Operation			49	30	30	30
Operating Tax Rate to be Transferred to Debt				1.66	0.95	0.53
Equivalent Amount				\$4,050,112	\$2,355,835	\$1,350,452

General Fund Forecast

The General Fund is the City's largest single fund, and serves as the primary operating fund. All general tax revenues and other receipts that are not allocated by law or contractual agreement to other funds are accounted for in the General Fund. The sources of revenue that comprise the General Fund are described below:

Operating Revenue Sources:

Ad Valorem Tax

Ad valorem taxes are levied against the tangible assessed valuation of real and personal property within the city. The property is assessed by the Central Appraisal District of Collin County at 100% of estimated market value and certified by the Appraisal Review Board.

Sales Tax

The City authorizes a 1% local sales and use tax on the receipts from the retail sale of all taxable items within the city. Local sales and use tax revenue is collected by the Comptroller of the State of Texas.

Mixed Drink Tax

The City receives a portion of the State of Texas tax on mixed beverages sold by private clubs within the city limits.

Bingo Gross Receipts Tax

The City authorizes a 2% collection of gross receipts resulting from conduct of bingo games by an authorized organization in any calendar month. The first \$2,500 of gross receipts each month are exempted.

Franchise Fees

Franchise fees are assessments, based upon gross receipts, for electric, telephone, fiber optics, gas, and cable television.

Fines & Forfeits

This category of revenue includes court fines and forfeitures, traffic fines, and library fines.

Licenses & Permits

Licenses and permits include revenue for building & development related, food handlers, restaurant plan review, animal, alarm, fire protection plan review, grease trap, and pool inspections.

Fees & Charges for Services

Fees and charges for services include revenue for animal adoption, ambulance service, 911, false alarm response, charges for parks and recreation programs, contractor registration, engineering inspection, re-inspection, tree trimming, food handler training, and child safety.

Intergovernmental Resources

These resources are comprised of revenues received from other governmental entities.

Other

Miscellaneous receipts include revenues such as interest income, rents, and insurance collections.

Other Financing Sources:

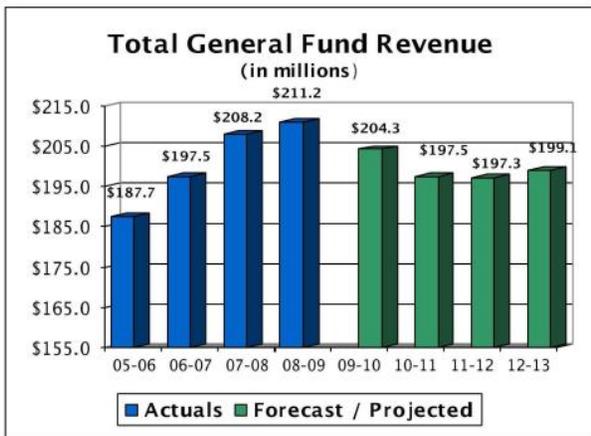
Operating Transfers In

Transfers from other City funds.

GENERAL FUND

Operating Revenues

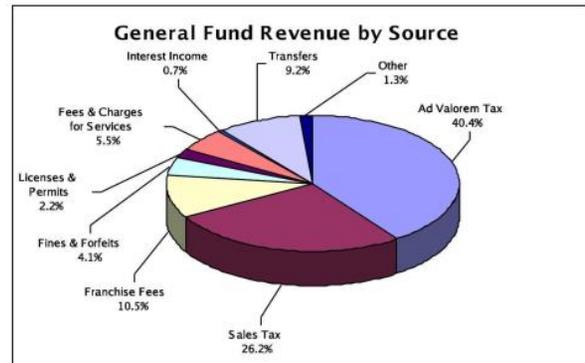
The General Fund accounts for most financial resources except those required for debt or specifically attributable to the enterprise funds. Resources are generated by property (ad valorem) and other taxes, franchise fees, fines & forfeits, licenses & permits, and fee & charges for services.



The graph above shows the historical trends and projections for all General Fund revenues. As illustrated, 2005-06 revenues in the General Fund were still highly affected by the national and local economy, the loss of jobs, and the impact of war. From 2006 through 2008 we witnessed a rebound in revenue sources, specifically sales tax and building and development related revenues. However, the sluggish economy, a projected decline in existing property values, and stagnant sales tax receipts will most likely lead to revenue shortfalls during the three-year forecast period. By 2012-13, total General Fund revenues are estimated to be \$199.1 million, a 5.7% decrease over 2008-09 revenues.

The major sources that make up the General Fund revenues for 2009-10 include: Ad Valorem Tax (40.4%), Sales Tax (26.2%), Franchise Fees (10.5%), Fines & Forfeits (4.1%), Licenses & Permits (2.2%), Fees & Charges for Services (5.5%), Interest Income

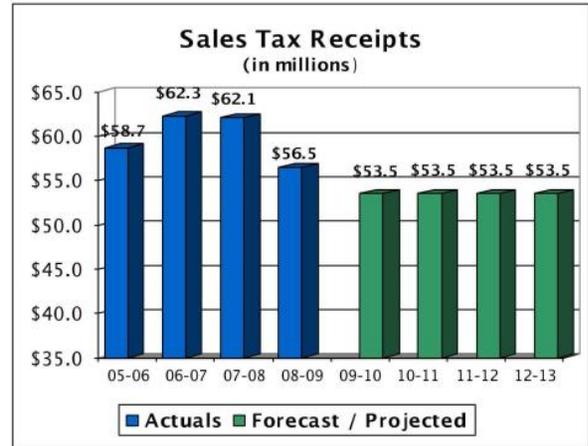
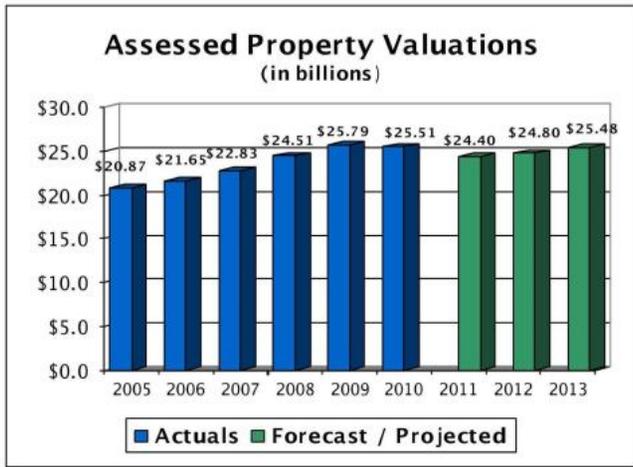
(0.7%), Transfers (9.2%), and Other (1.3%). A description of each source as well as a discussion of the outlook over the next three years follows.



Ad Valorem Taxes

Ad valorem (property) taxes are the City's largest revenue source. Ad valorem tax revenue is determined by two major factors: the total assessed value established by both the Central Appraisal Districts of Collin County and Denton County plus the tax rate established by the City Council. In 2009-10, the City Council approved a 1.51 cent tax rate increase for a total tax rate of 48.86 cents per \$100 of assessed valuation. This 1.51 cent tax rate increase was necessary due to the loss of property value from the City's tax base as well as increased debt costs.

Ad valorem tax revenue is based on maintaining the current tax rate of 48.86 cents per \$100 valuation for the next 3 years and assumes a 99.0% collection rate. At no time during the forecast period does the change in distribution between operation and debt exceed the 8.0% rollback operating limit. However, due to increasing bond sales sold over the last three years, a total of 1.66 cents will be required to be transferred back to the GO Debt Fund during 2010-11 from Operations.



Based on projections attained by both Central Appraisal Districts, existing property values are projected to decrease by 5.13% in 2010-11, remain constant during 2011-12, and then increase by 1.0% in 2012-13. New growth is projected at \$200.0 million in 2010-11 and then at \$400.0 million for both 2011-12 and 2012-13.

Sales Tax

Sales tax receipts, the General Fund’s second largest source of revenue, are expected to decrease 5.3% in 2009-10 from the 2008-09 actual collection of \$56.5 million to \$53.5 million. Based on actual collections through March, this revenue source is projected to decline due to the continued sluggish economy and a decrease in manufacturing and wholesale activity. Overall, sales tax receipts represent 26.2% of the total General Fund revenue in 2009-10.

Sales tax receipts will continue to be directly impacted by the national and local economy, the potential loss of market share to surrounding communities, the Texas Legislative-initiated “Back-To-School” Sales Tax Holiday occurring each August, and the developing streamlined sales tax issues of origin-based versus destination-based collections. We are projecting sales tax collections to remain constant at \$53.5 million during the forecast period in anticipation that these trends will continue.

The graph above shows the historical trends and projections for sales tax receipts.

Franchise Fees

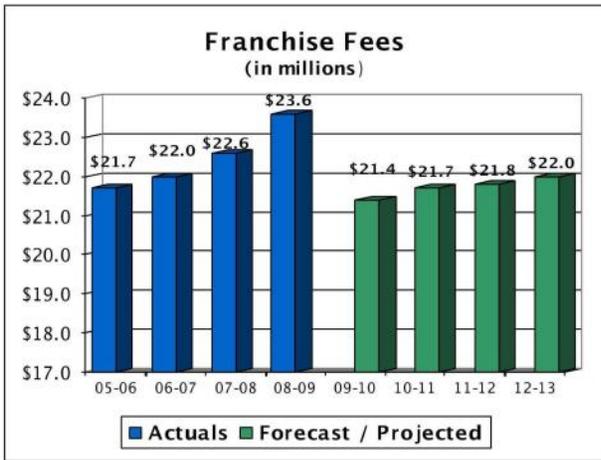
Franchise fees for 2009-10 are expected to total \$21.4 million, or 10.5% of the total General Fund revenue. Franchise fees are collected from assessments, based upon gross receipts, for electric, telephone, fiber optics, gas, and cable television.

Telephone, Fiber Optics, and Cable Television franchise fees are all projected to remain relatively constant for the forecast period. Telephone franchise fees are re-estimated for 2009-10 at \$4.4 million; Fiber Optics franchise fees are re-estimated for 2009-10 at \$18,021; and Cable Television franchise fees are re-estimated for 2009-10 at \$2.7 million.

Electrical franchise fees are re-estimated for 2009-10 at \$11.6 million and are projected to increase at the indirect economy-based rate for each of the three forecast years. Gas franchise fees are re-estimated down for 2009-10 to \$2.7 million, down significantly due to lower than anticipated natural gas rates. Gas franchise fees are projected to increase at the indirect economy-based rate for each of the three forecast years. It is important to note that while franchise fee revenues from all sources are either remaining stable or increasing slightly, the expenditures charged cities for these services continue to increase. Most notably, electricity is projected to increase 2.0% in each of the three forecast years and natural gas is projected to

increase 7.6% in 2010-11 and 2.0% in both 2011-12 and 2012-13 as projected by the Department of Energy.

The graph above shows the historical trends and projections for fines and forfeits revenue. By 2012-13, this revenue source is estimated to reach \$8.5 million, a 1.9% increase over 2008-09 revenues.



The graph above shows the historical trends and projections for franchise fee revenue. By 2012-13, this revenue source is estimated to reach \$22.0 million, a 6.8% decrease over 2008-09 revenues.

Licenses & Permits

Licenses and permits for 2009-10 are expected to total \$4.9 million, or 2.2% of the total General Fund revenue. Included within the licenses and permits category are food handlers permits, grease trap permits, animal licenses, alarm permits, most building & development related revenues, and various other permits.

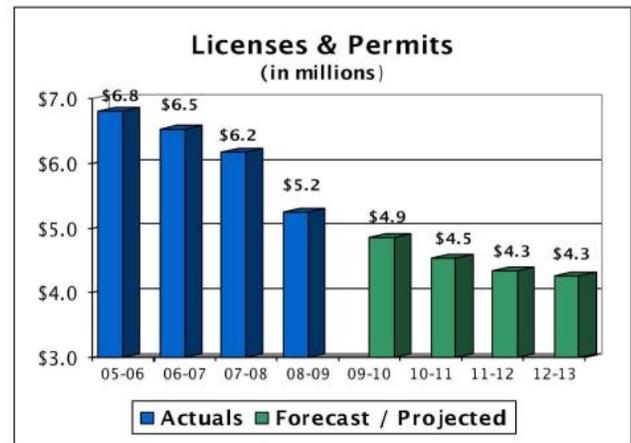
Due to the continued building slowdown as a result of the national and local economy, all building & development related revenues are projected to decrease 15.0% in 2010-11, 10.0% in 2011-12, and 5.0% in 2012-13.

Fines & Forfeits

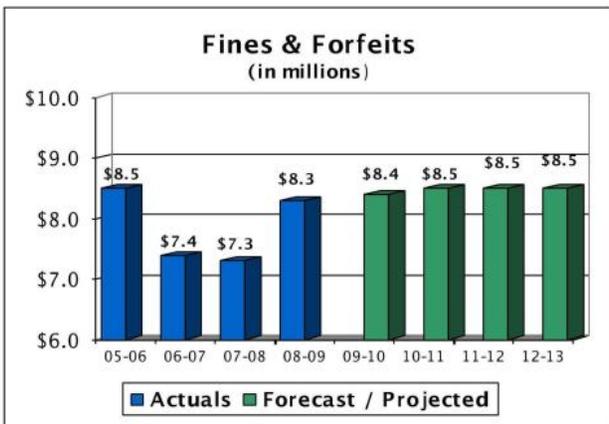
Fines and forfeits for 2009-10 are expected to increase to \$8.4 million, up \$129,971 from 2008-09 actuals due primarily to an increase in municipal court fines this year. This category of revenue includes court fines and forfeitures, traffic fines, and library fines.

Most other licenses and permits revenues are projected to increase at the indirect population-based rate of 0.15% in 2010-11, 0.05% in 2011-12, and 0.10% in 2012-13.

Fines and forfeits are projected to increase at the indirect population-based rate of 0.15% in 2010-11, 0.05% in 2011-12, and 0.10% in 2012-13.



The graph above shows the historical trends and projections for licenses and permits revenue. By 2012-13, this revenue source is estimated to be \$4.3 million, an 18.8% decrease over 2008-09 revenues.

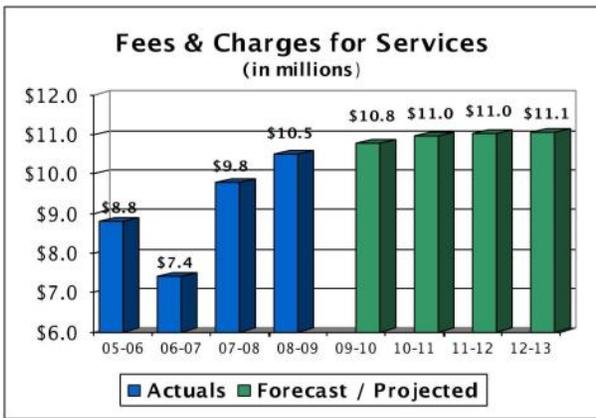


Fees & Charges for Services

Fees and charges for services for 2009-10 are expected to total \$10.8 million, or 5.5% of the total General Fund revenue. Included within the fees and charges for services category are ambulance service

fees, emergency 911 fees, false alarm fees, recreation user fees, tennis center fees, engineering inspection fees, re-inspection fees, and various other fees.

Overall, most fees and charges for services are projected to increase at the indirect population-based rate of 0.15% in 2010-11, 0.05% in 2011-12, and 0.10% in 2012-13. Any building & development related revenues within this category are projected to decrease 15.0% in 2010-11, 10.0% in 2011-12, and 5.0% in 2012-13.

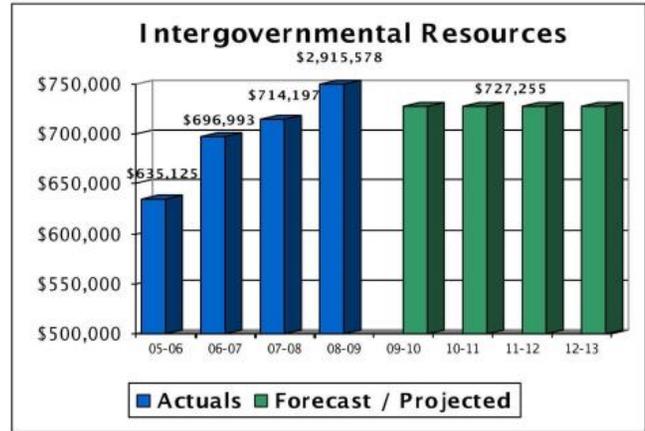


The graph above shows the historical trends and projections for fees and charges for services revenue. By 2012-13, this revenue source is estimated to reach \$11.1 million, a 5.3% increase over 2008-09 revenues.

Intergovernmental Resources

Intergovernmental resources for 2009-10 are expected to total \$727,255. These resources are comprised of revenues received from other governmental entities such as payments from Frisco I.S.D. and Plano I.S.D. for school liaison officers. Also included are a Collin County library grant, a Denton County library grant, Plano-Richardson Police training facility receipts, and Interlocal Radio System Access revenue.

Intergovernmental resources are projected to remain constant throughout the forecast period at \$727,255.

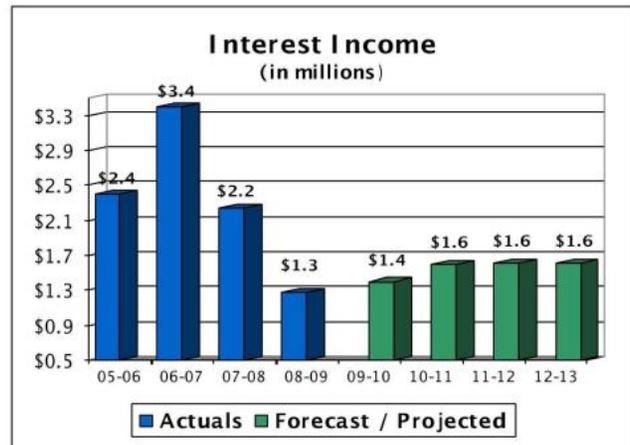


The graph above shows the historical trends and projections for intergovernmental revenue.

Other

Miscellaneous revenues for 2009-10 are expected to total \$3.4 million. Miscellaneous receipts include revenues such as interest income, rents, and insurance collections.

Interest income dropped dramatically in 2008-09 due to the current economic crisis. Interest income is projected to be \$1.4 million in 2009-10 and then increase to \$1.6 million in 2010-11 and then remain fairly stable throughout the remaining forecast period assuming sustained favorable interest rates.

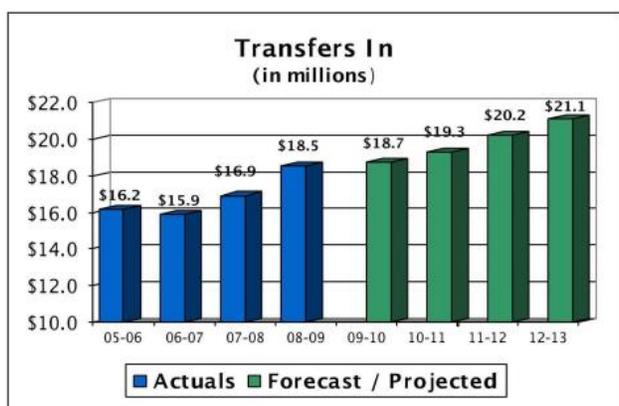


The graph above shows the historical trends and projections for interest income. By 2012-13, this revenue source is estimated to be at \$1.6 million.

Other Financing Sources:

Operating Transfers In

Transfers in for 2009-10 are expected to total \$18.7 million, or 9.2% of the total General Fund revenue. Transfers in include intra-fund transfers from the Water & Sewer Fund, the Sustainability & Environmental Services Fund, the Recreation Revolving Fund, the Municipal Golf Course Fund, the Convention & Tourism Fund, and the Municipal Drainage Fund. All transfers are based on a percentage allocation of revenues received in each of these funds. Therefore, the revenues received in future years depend on revenues generated in each of these funds over the next three years.



The graph above shows the historical trends and projections for transfers in. By 2012-13, this revenue source is estimated to reach \$21.1 million, a 14.0% increase over 2008-09 revenues.

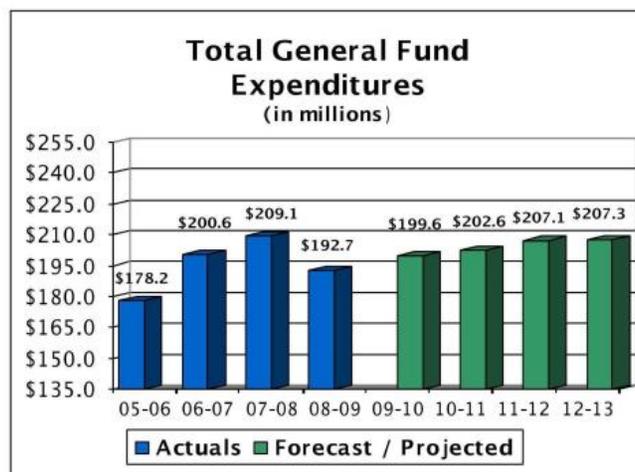
CIP Coming On-Line

Additional revenues anticipated in the future as a result of new facilities coming on-line include the Carpenter Recreation/Senior Center expansion. In both 2011-12 and 2012-13, \$30,000 in additional revenues is anticipated for a full year operation at the expanded facility.

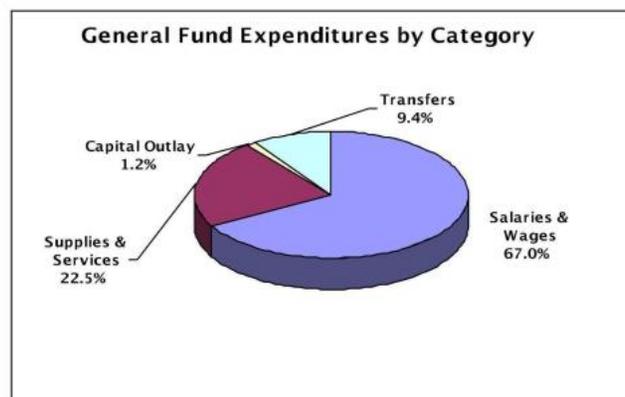
Operating Expenditures

Four decades of rapid growth stimulated local business and development activity and created generous municipal revenues and opportunities. The community, in turn, placed demands on the City to maintain and/or enhance the services provided for citizens. Careful financial planning and budgeting are integral to the budget process as it is known today.

The following graph shows the historical trends and projections for all General Fund expenditures. Over the past decade, there has been steady growth in all major expenditure categories, resulting from the strong growth in the City's population and the need for increased services. However, as the graph below indicates, 2008-09 shows a dramatic decrease in overall expenditures. This decrease in spending was necessitated by the very sluggish economy and included elimination of both full-time and part-time vacant positions as well as an overall decrease in departmental spending.



The major expenditures that make up the General Fund by category for 2009-10 include: Salaries & Wages (67.0%), Supplies & Services (22.5%), Capital Outlay (1.2%), and Transfers (9.4%). A description of each expenditure category as well as a discussion of the outlook over the next three years follows.



Salaries, Wages and Employee Benefits

Total Salary & Wage growth for the forecast period is projected at \$10.6 million or an 7.2% increase over 2008-09 costs. No salary increases have been included for either Civil Service or Non-Civil Service employees in the forecast. In addition, attrition is projected at 2.5% for the General Fund. No new positions or program enhancements are included in the projections with the exception of retirement payouts which are included at \$3.0 million for each year of the forecast period. This is necessary to help offset the anticipated large number of retirements in the near future.

Benefits expenditure projections include a 5.0% health insurance increase for all periods of the forecast and a 1.0% TMRS rate increase. Other benefit rate calculations remain constant. Slight increases to benefits costs such as Medicare, retirement, disability and life insurance costs are driven by annual salary increase rates.

Supplies & Services

Supplies & services include materials, supplies, contracts, and sundry. During the period of 2008-09 to 2012-13, supplies & services expenditures are projected to increase by \$4.3 million or a 9.4% increase over 2008-09 expenditures.

Supplies & services costs are projected to increase based on the projected inflation rate of 1.0% in 2010-11, 2.0% in 2011-12 and 2.0% in 2012-13. Municipal garage charges are projected to increase 2.0% in each of the three forecast periods due to anticipated rising fuel costs. Electricity charges are projected to also increase 2.0% in each of the three forecast periods. Finally, natural gas charges are projected to increase 7.6% in 2010-11 and then increase 2.0% in each of the remaining two forecast periods.

Capital Outlay

Capital outlay is projected at \$1,000,000 per year for library books. No other new capital is provided for in the General Fund with the exception of capital outlay related to CIP projects coming on-line.

Transfers

The Capital Reserve Fund policy aims to allocate 75.0% of the annual depreciation to be transferred from the General Fund. The transfer to the Capital Reserve Fund is projected to remain constant at \$10.5 million for each forecast period.

The Property & Liability Loss Fund transfer is projected based on a three-year average of General Fund losses. The transfer is projected at approximately \$3.1 million in 2009-10 and is projected to increase slightly to \$3.2 million in 2010-11, and then decrease to \$2.5 million for the remainder of the forecast period. This transfer is necessary to pay Workers Compensation and Judgments & Damages claims.

A transfer to the Technology Fund in the amount of \$1.0 million in all forecast periods is representative of the General Fund's proportionate share for technology related expenses.

The transfer to the CATV Fund is based on a percentage of the cable television franchise received. Beginning in 2010-11, this transfer will cease in order to ease the burden on the General Fund and to also make the CATV Fund more self-sustaining.

The Economic Development transfer is projected to be \$895,770 in 2010-11. This amount will increase 1.0% in both 2011-12 and 2012-13. This annual transfer amount is for personnel and operating and maintenance costs for the Economic Development Department. In 2006-07, the City Council approved a 2.00 cent tax rate increase to be dedicated solely for economic development incentives and redevelopment purposes. In that initial year, \$6.0 million, which included the two-cent amount plus supplemental funding from the General Fund, was transferred into the Economic Development Incentive Fund for the start-up of this Fund. An additional \$6.0 million was transferred in 2007-08. The forecast includes the transfer to include \$4.8 million in 2010-11; \$4.9 million in 2011-12; and \$5.0 million in 2012-13. These forecasted amounts represent only the actual two-cent property tax revenue and does not include supplemental funding from the General Fund.

Detailed information regarding specific transfers is provided in the Appendix section: *Three-Year Financial Forecast – Transfers*.

Community Investment Program Impacts

Included in this forecast are new project costs associated with Community Investment Projects coming on-line during the forecast period totaling over \$6.8 million. These projects include Fire Stations and equipment, an expansion of the Carpenter Recreation Center, and additional Park Improvements. Please refer to *Projected General Fund O&M Expenses – Community Investment Program* in the Appendix Section of this document for a detailed list.

Outlook & Analysis

Financial policies adopted by City Council stipulate that the General Fund must maintain a working balance of 30 days. Beginning in 2010-11, based on this current forecast, the General Fund will fall short of this Council goal. Specifically, the General Fund will need an additional \$15.4 million in additional revenues, reduced expenditures, or a combination of both to reach the 30 day working balance requirement. Thus, the projections indicate that there may not be sufficient resources in the General Fund to maintain current operations or increase staffing to meet growing the demand for services, even if revenues meet expectations.

In an effort to help soften the anticipated 2010-11 budget shortfall, the City Manager has appointed a committee of department directors to work together to identify additional cuts. During this process, the committee was also tasked with identifying any impacts or outcomes that would result from these additional cuts and what direct impacts it would have on service level delivery. Departments will meet with City Council to go over these potential cuts on April 10, 2010.

Not included in the fund projections in this forecast are any of the potential budget reductions identified from the committee's work. All potential reductions will be reviewed for inclusion into the 2010-11 Budget during the upcoming budget process this summer.



General Obligation Debt Service

Recurring Revenue Vs. Recurring Expenditures

	2008-09 Actual	2009-10 Budget	2009-10 Re-Est.	2010-11 Projected	2011-12 Projected	2012-13 Projected
Recurring Revenue						
Ad Valorem Taxes	\$37,052,595	\$39,959,648	\$39,959,648	\$42,242,310	\$45,283,426	\$47,878,958
Interest Income	368,791	550,000	400,000	500,000	450,000	450,000
Transfers In	834,120	0	0	0	0	0
Police Academy Reimbursement	238,425	246,554	246,554	142,527	150,597	150,442
Total Recurring Revenue	\$38,493,931	\$40,756,202	\$40,606,202	\$42,884,837	\$45,884,023	\$48,479,400
Recurring Expenditures						
Principal	\$21,615,000	\$22,645,000	\$22,645,000	\$22,640,000	\$23,708,930	\$25,242,074
Interest	13,909,338	13,302,651	13,508,720	12,507,540	14,050,869	15,268,737
Trans to Tech Infra & Pub Art	281,588	281,064	281,064	280,325	284,376	283,000
Transfer to Tax Notes Moto Mesh	2,103,200	2,099,000	2,099,000	2,097,200	2,092,600	2,085,200
Transfer to Tx Nt MotoMesh& Radio Sys	2,659,794	2,678,419	2,678,419	2,694,494	2,717,869	2,733,469
Transfer to Tax Notes Radio System	96,019	963,725	963,725	969,994	980,644	990,619
Transfer to Tax Notes Radio System	0	0	208,407	906,976	905,476	903,776
Exchange Fees	70,839	10,000	20,840	20,000	20,000	20,000
New Debt	0	578,661	0	1,162,500	1,050,000	875,000
Total Recurring Expenditures	\$40,735,778	\$42,558,520	\$42,405,175	\$43,279,029	\$45,810,764	\$48,401,875
Fund Balance - Beginning	\$5,491,973	\$3,084,063	\$3,250,126	\$1,451,153	\$1,056,960	\$1,130,219
Total Recurring Revenue	\$38,493,931	\$40,756,202	\$40,606,202	\$42,884,837	\$45,884,023	\$48,479,400
Total Recurring Expenditures	\$40,735,778	\$42,558,520	\$42,405,175	\$43,279,029	\$45,810,764	\$48,401,875
Fund Balance - Ending	\$3,250,126	\$1,281,744	\$1,451,153	\$1,056,960	\$1,130,219	\$1,207,744
Total Assessed Property Value			\$25,507,218,156	\$24,398,264,127	\$24,798,264,127	\$25,480,216,390
Tax Split:						
Debt	0.1467	0.1602	0.1602	0.1768	0.1863	0.1916
Operations	0.3268	0.3284	0.3284	0.3118	0.3023	0.2970
	0.4735	0.4886	0.4886	0.4886	0.4886	0.4886

General Obligation Debt Service Fund Forecast

The General Obligation Debt Service Fund accounts for the accumulation of monies set aside to pay principal and interest on debt incurred through sale of bonds and other debt instruments. These tax bonds finance long-term community investment projects such as streets, parks, buildings, and technology infrastructure projects.

Operating Revenue Sources:

Ad Valorem Tax

Ad valorem taxes are levied against the tangible assessed valuation of real and personal property within the city. The property is assessed by the Central Appraisal Districts of Collin County and Denton County at 100% of estimated market value and certified by the Appraisal Review Board.

Other

Miscellaneous receipts include revenues such as interest income.

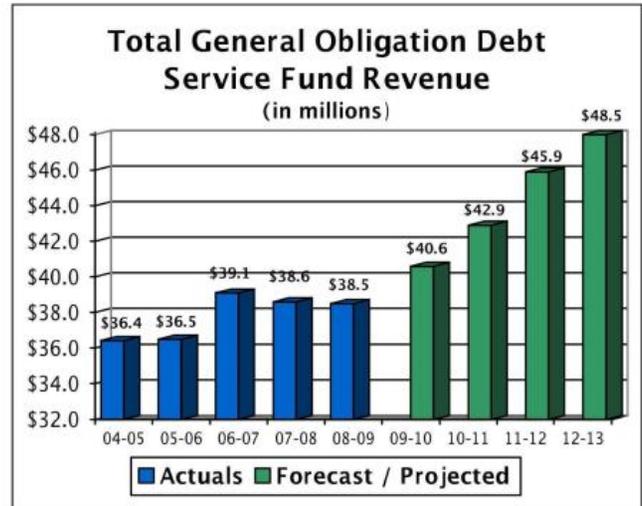
Other Financing Sources:

Operating Transfers In

Transfers from other City funds for existing debt as well as reimbursements.

Operating Revenues

Ad valorem taxes necessary to be collected in the General Obligation Debt Service Fund are determined by using the projected assessed value for each year, and appropriating the funds required for principal and interest payments on existing and new debt. All additional revenue that is collected in the General Obligation Debt Service Fund, such as interest earnings and reimbursements for the Convention & Tourism debt and Police Academy debt, helps offset the amount of ad valorem tax revenue required to keep the ending fund balance at 2.5% of current taxes.



The graph above shows the historical trends and projections for all General Obligation Debt Service Fund revenues.

By 2012-13, total General Obligation Debt Service Fund revenues are estimated to reach \$48.5 million.

Ad Valorem Taxes

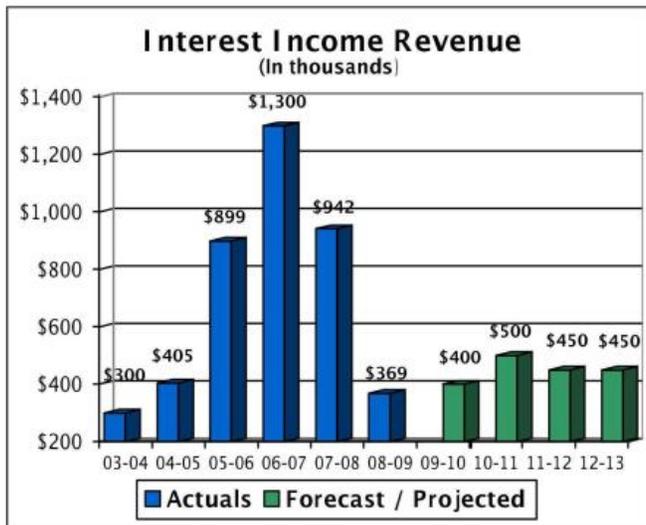
The existing tax rate is used for projections throughout the three-year period. After the debt portion of the tax rate is determined, the remaining amount is available for operations. Due to economic conditions, the issuance of several large Tax Notes and with overall property values in 2010-11 projected to decrease by 4.35%, the projected debt portion of the tax rate will need to increase from .1602 to .1768. According to preliminary estimates provided by the Central Appraisal Districts of Collin County and Denton County, the total assessed property value projected for 2010-11 is \$24.4 billion which includes a projected decrease of 5.13% to existing property values. Adjustments are made for both TIF Districts and the 380 Agreements.

Ad valorem tax revenue is based on the current 2009-10 tax rate of 48.86 cents per \$100 valuation for the next 3 years and assumes a 99.0% collection rate. At no time during the forecast period does the change in distribution between operation and debt exceed the

8.0% rollback operating limit. However, due to increasing bond sales sold over the last four years, a total of 1.66 cents will be required to be transferred back to the G.O. Debt Fund during 2010-11 from Operations.

Other

The 2009-10 budget for interest earnings has been re-estimated down to \$400,000; this is a reduction of \$150,000 from the budget due to low interest rates generating less interest earnings. Interest income is projected to generate \$500,000 in 2010-11. The interest rates are projected to remain at \$450,000 per year for fiscal years 2011-12 and 2012-13. The graph below shows the historical trends and projections for interest income.



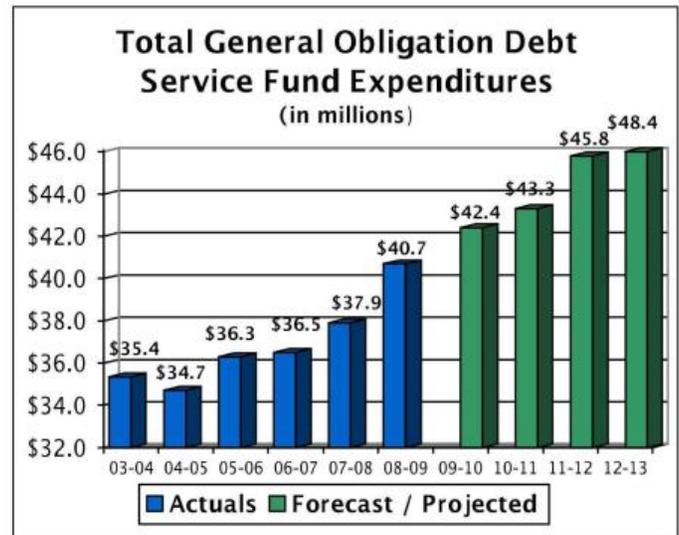
Other Financing Sources:

Operating Transfers In

The Police Academy reimbursement totals \$142,527 from the other member city and is scheduled to be received through 2025 when the Police Academy debt is paid off.

Operating Expenditures

Expenses in this fund are exclusively for support of principal and interest payments on long-term general obligation debt. The following graph shows the historical trends and projections for all G.O. Debt Service Fund expenditures.



Existing bond authority should provide funding for community investment projects into 2012-13 from the \$144.8 million in bond authority approved by voters on May 7, 2005 and the \$128.6 million in authority provided by the voters on May 9, 2009. \$18.9 million of the 2005 authority remains. On January 25, 2010, \$28.5 in Refunding and Improvement Bonds were sold as well as \$9.7 million in Certificates of Obligation. In January 2011, \$50.0 million is projected to be sold which includes \$9 million for the Arts of Collin County project. For the purpose of this forecast, a \$42.0 million bond sale is scheduled for 2011-12 and \$35.0 million for 2012-13. The new G.O Debt uses an average interest rate of 4.65% for 2010-11 and 5.0% for 2011-12 and 2012-13. The issuance is projected on mid-year sales with only one interest payment included in the first year.

Primary factors affecting the projections include changes in economic conditions, interest rates, structuring of debt payments and actual amounts of the annual bond sale.



Water & Sewer

Recurring Revenue Vs. Recurring Expenditures

	2008-09	2009-10	2009-10	2010-11	2011-12	2012-13
	Actual	Budget	Re-Est.	Projected	Projected	Projected
Recurring Revenue						
Water Income	\$54,845,746	\$61,035,890	\$56,856,852	\$62,071,268	\$65,459,722	\$68,732,722
Sewer Income	49,793,133	53,280,000	53,233,896	53,760,000	54,747,200	55,377,024
Water Taps	83,432	92,596	82,643	84,296	8,513,882	8,599,021
Water & Sewer Penalties	1,416,547	1,339,257	1,386,943	1,398,039	1,399,437	1,402,235
Water Meters	166,751	138,222	107,736	108,544	109,629	110,726
Construction Water	237,597	284,372	199,096	200,589	202,595	204,621
Service Connect Fee	148,253	156,586	145,723	146,816	148,284	149,767
Backflow Testing	292,425	288,425	329,500	331,971	335,291	338,644
Sewer Tie-On	15,825	15,871	15,871	15,990	16,150	16,311
Pre-Treatment Permits	29,325	28,203	48,575	48,939	49,429	49,923
Interest Earnings	0	35,000	0	20,000	20,000	20,000
Educational Building	148,928	148,928	148,928	148,928	0	0
Misc. Income	560,843	463,828	463,843	463,828	468,467	473,151
Total Recurring Revenue	\$107,738,805	\$117,307,176	\$113,019,605	\$118,799,208	\$131,470,085	\$135,474,145
Recurring Expenditures						
Salaries & Wages	\$9,067,288	\$9,404,695	\$9,386,644	\$9,570,170	\$9,773,070	\$9,925,417
Supplies & Services	12,663,875	11,188,398	12,438,397	11,192,773	12,044,987	12,294,011
NTMWD	51,199,906	56,345,525	56,345,525	58,712,369	62,015,631	65,548,091
Retirement of NTMWD Debt	822,480	837,195	829,670	837,635	869,233	869,898
Reimbursements	315,193	224,300	224,300	224,300	228,786	233,362
Capital Outlay	163,149	-	1,117,510	-	-	-
Total Recurring Expenditures	\$74,231,891	\$78,000,113	\$80,342,046	\$80,537,248	\$84,931,707	\$88,870,778
Transfers Out	35,381,788	38,482,630	35,756,683	34,778,780	38,190,196	39,322,994
Fund Balance - Beginning	\$12,430,047	\$8,224,030	\$10,555,173	\$7,476,049	\$10,959,230	\$19,307,411
Total Recurring Revenue	\$107,738,805	\$117,307,176	\$113,019,605	\$118,799,208	\$131,470,085	\$135,474,145
Total Recurring Expenditures	\$74,231,891	\$78,000,113	\$80,342,046	\$80,537,248	\$84,931,707	\$88,870,778
Less: Transfers Out	\$35,381,788	\$38,482,630	\$35,756,683	\$34,778,780	\$38,190,196	\$39,322,994
Fund Balance - Ending	\$10,555,173	\$9,048,463	\$7,476,049	\$10,959,230	\$19,307,411	\$26,587,785
Days of Operation			34	50	83	109

Water & Sewer Fund Forecast

The Water & Sewer Fund, an enterprise fund, provides for the administration, operation, and maintenance of the City's water and wastewater system, billing, and collection activities. The services provided by the Water & Sewer Fund are financed through utility customer fees. Common sources of revenue that comprise the Water & Sewer Fund are described below:

Operating Revenue Sources:

Water Income

Monthly service fees charged for potable water, designed to recover customer costs based on customer class, metered water consumption per thousand gallons and meter line size.

Sewer Income

Monthly service fees charged for wastewater collection, transmission, and treatment services. Sewer fees are based on customer class, metered gallons of water consumed, and use a rolling three year Winter Quarter Average.

Water Taps

Fee charged for water line installation and connection from the customer's service line to the meter and the municipal water main.

Water & Sewer Penalties

A late fee charged for failure to pay the utility bill by the 25th day after billing date.

Water Meters

Fee charged for the installation of water meters. All meters remain the property of the City.

Construction Water

Fee charged for consumption of water using temporary fire hydrant meters, usually for temporary water connections during construction.

Service Connect Fee

Fee charged to turn on water service, and for any transfer of service from one name or address to another where no service call is required.

Backflow Testing

Periodic fee to test the integrity of water system backflow prevention devices to assure that no cross connection has occurred during the installation or relocation of water lines, sprinkler systems, fire suppression service lines and meters on private property.

Sewer Tie-On

Fee charged for connection to an existing sanitary sewer line.

Pre-Treatment Permits

Fee charged for any significant industrial or commercial user which discharges non-domestic waste into the sanitary sewer system.

Miscellaneous Income

Includes revenues such as interest income related to the fund balance, sewer taps, disconnect and reconnect fees, rental income, insurance collections, and other miscellaneous sources.

Other Financing Sources:

Operating Transfers In

Direct transfers from water impact fees, water and sewer reserve funds and other sources on an as needed/if available basis.

WATER & SEWER FUND

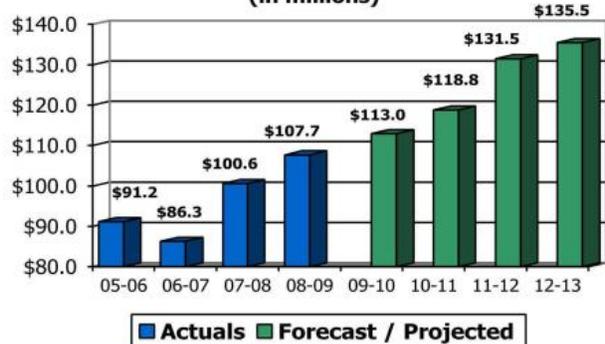
Operating Revenues

The City of Plano procures water supply and sewer services through a contract with the North Texas Municipal Water District (NTMWD). Residents and commercial customers, in turn, purchase these services from the City. Customer service rates and fee structures are reviewed annually with the purpose of generating the revenues required to fulfill the contractual obligations with the water district, as well as compensate for the building of water and sewer delivery lines, storage tanks, and other infrastructure, including maintaining delivery lines, equipment, operating expenses and the personnel required to deliver water and sanitary sewer services to the customers.

year” of August 1, 2008 – July 31, 2009 tracking at the average annual consumption, around 22.7 billion gallons.

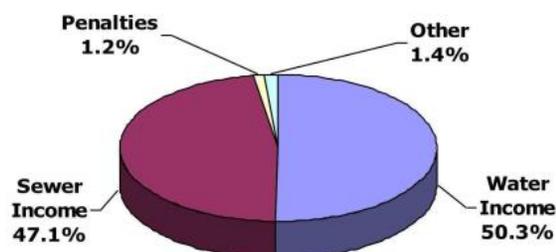
Other factors impacting revenue include: Winter Quarter Averaging for sewer charges based on metered water consumption during the winter months; updates to the Water & Sewer rate model; major sewer and water delivery line repairs; significant increases in wholesale costs from NTMWD for water and wastewater (sewage) treatment and processing; and a change in water consumption patterns as related to water conservation efforts and other sustainability programs. Watering and irrigation restrictions (a direct result of drought conditions from prior years) have been lifted, but consumers in Plano continue to adopt conservation practices that are coinciding with the current economic recession and very heavy late summer and fall rains.

Total Water & Sewer Fund Revenue
(in millions)



The graph above shows historical revenue data and future revenue projections for the Water & Sewer Fund. Revenues in this Fund have been highly affected by the extreme reversals from year to year in local weather patterns and conditions. Since reaching a peak usage of 26.7 billion gallons of water in 2001-02, average water usage for the last seven years in Plano is approximately 22.5 billion gallons per year. Recent years have included erratic changes in annual rainfall in the area. Fiscal Year 2006-07 was a year of high rainfall that followed two years of drought, 2005-06 and 2004-05. Those two drought years were preceded by another record rainfall period, 2003-04 and 2002-03. During 2006-07, water purchased from NTMWD dropped to a little over 19 billion gallons, a 15% reduction, while 2007-08 water usage increased by 16.3% at 22.2 billion gallons. The City ended the “water

2009-10 Water & Sewer Fund Revenue by Source



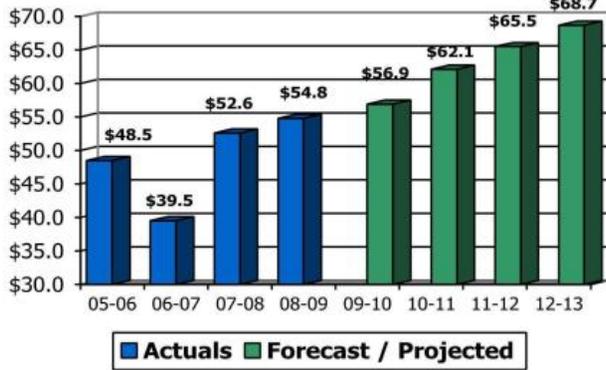
2009-10 Revenue re-estimates include: Water Income (50.3%), Sewer Income (47.1%), Penalties (1.2%), and Other sources (1.4%). A description of each source as well as a discussion of the outlook over the next three years follows. Overall, fund revenues have been reduced by 3.65% for the 2009-10 re-estimate.

Water Income

Water & Sewer Fund’s largest revenue source is water income. Water revenues are based directly on the type of customer (residential or nonresidential/commercial), meter size, and consumption or metered gallons. Usage is billed monthly per thousand gallons. Plano purchases water from the NTMWD at a rate based on a 1,000 gallon basis, subject to a 26.7 billion gallon minimum annual purchase. Water sales are quickly and dramatically impacted by changes in local weather patterns such as excess rainfall or drought as evidenced in a

preceding graph. Conservation and “Green Living” practices are also impacting the City’s annual water revenues, ultimately reducing metered consumption. Unused or “unsold” water reduces the water revenues received by the City, with additional negative impact to the fund because of the minimum gallons that must be purchased under terms of the contract with NTMWD. Conversely, when the annual minimum usage requirement (26.7 billion gallons) is exceeded, that amount becomes the new annual minimum purchase required of the City. The NTMWD minimum gallon purchase requirement was last increased/met during 2001-02, based on high usage during the summer of 2002.

Water Income
(in millions)



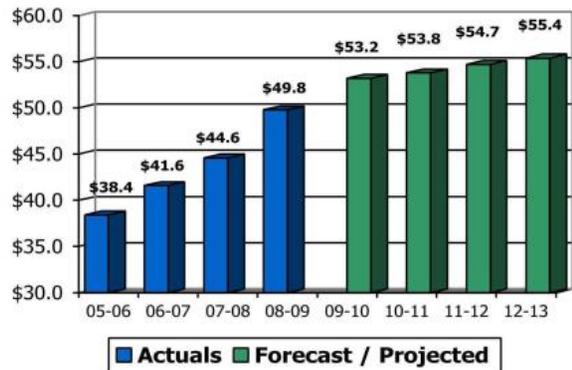
Future water revenue projections are based on a return to a more normal weather pattern and an averaged water sales volume of approximately 26.4 billion gallons per year, based on 2005-06 usage. 2009-10 water income is currently re-estimated at \$56.8 million, a 6.8% decrease from the original Budget. Water rates were adjusted effective October 1, 2009 to allow the pass-through of a .10 per thousand gallon rate increase from NTMWD. The water seasonal rate plan was also adjusted to include two additional months, April and October.

The water income graph illustrates historical trends and projections for water income. By 2012-13, this revenue source is estimated to reach \$68.7 million. Water wholesale cost increases of 12% for 2010-2011, 10% for 2011-12, and 9.70% for 2012-13 are factored into the forecast revenue projections, and will need to be passed through to customers in future years.

Sewer Income

Sewer income represents the Water & Sewer Fund’s second largest revenue source, and is based on a Winter Quarter Averaging method. Sewer revenues reflect the use of Winter Quarter Averaging to annually re-set the monthly sewer rates for customers. This method uses the water consumption for each customer based on their December, January, February, and March billings. These billings are typically based on November, December, January, and February actual water consumptions. The highest month of consumption of these four billing periods is disregarded, and the remaining three months are averaged. This quarter average is then averaged with the prior two years Winter Quarter Averages to establish the sewer usage charge for billing over the next 12-monthly billing periods. Once the new annual sewer usage rate is established, this amount is billed for the next 12 months. The advantage of the Winter Quarter Averaging program for residents is that lawn watering and other outdoor usage during the warmer months does not impact the monthly sewer charges.

Sewer Income
(in millions)

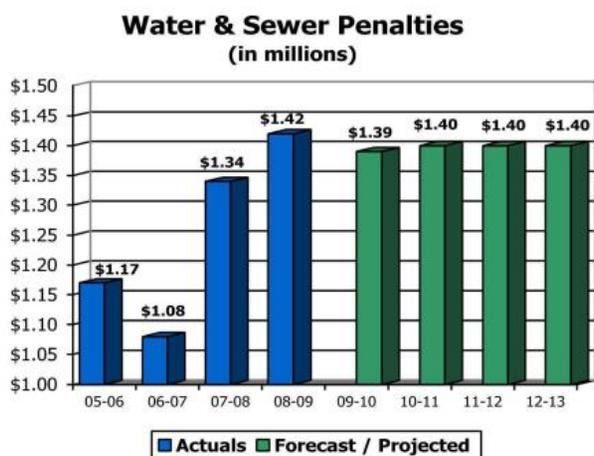


The sewer income graph indicates both the historical trends and projections for sewer income. Sewer revenue projections include the projected future sewer treatment and transmission cost increases from NTMWD will be passed through to customers, with cost projections from the district increasing by 5% to 7% overall. Increases are included in this forecast. Using 3-year winter quarter averages for water consumption, the 2009-10 Sewer revenues are re-estimated at \$53.2 million, down very slightly, \$46,104 from the original Budget. Sewer rates were

last adjusted March 1, 2009. By 2012-13, the wastewater revenue is estimated to reach \$55.4 million, based on estimated treated gallons.

Water & Sewer Penalties Income

Water & Sewer penalties collected have trended upwards based on economic conditions, population growth and rate changes. Weather patterns affect consumption and also impact the penalties collected. A penalty charge is assessed for failure to pay the monthly water and sewer billing by the 25th day after the billing date. Water & Sewer penalties are projected at \$1.4 million for the 2009-10 Re-Estimate, with minor annual increases over the forecast period.



The graph shows the historical trends and projections for Water & Sewer penalties and by 2012-13 are projected to reach \$1.4 million.

Other

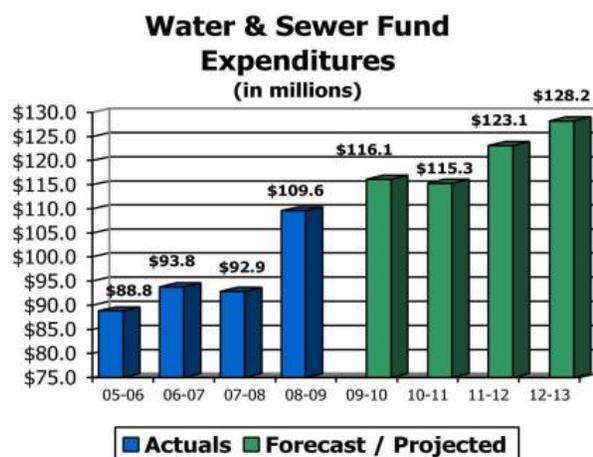
Miscellaneous revenues for 2009-10 are re-estimated at \$1.54 million, or 1.4% of the total Water & Sewer Fund revenues. Miscellaneous sources include revenues such as interest income, water and sewer taps, water meters, transfers in, service connect fees, connection fees, backflow testing, and other miscellaneous sources.

Interest income is re-estimated for 2009-10 to zero and is projected at \$20,000 for the remainder of the forecast, with optimism. Interest earnings are critically affected by the monthly fund balance and the overall unfavorably poor investment market conditions. The City is no longer collecting water and sewer impact fees, they are no longer included in the forecast. Other

miscellaneous fund revenue projections have been reviewed and include small projection changes related to the current economy.

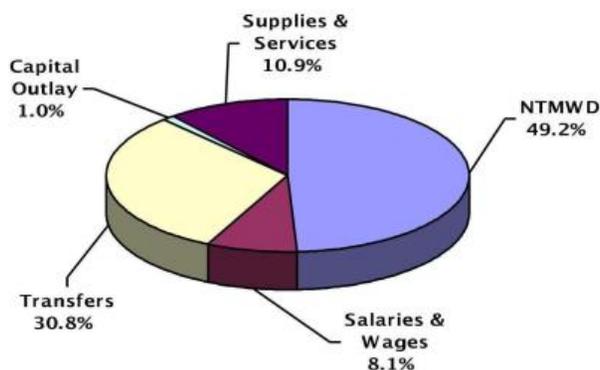
Operating Expenditures

The following graph shows the historical trends and forecast period projections for Water & Sewer Fund operating expenditures and transfers.



The expenditures are expected to increase by \$18.6 million (16.95%) from the 2008-09 actual expenditures when compared to 2012-13 projected expenditures. This increase is specifically tied to the ever-increasing costs of water delivery and wastewater treatment from NTMWD, as well as the inclusion of transfers to a Water and Sewer Reserve Fund during 2011-12 and 2012-13 totaling \$5.5 million. The Reserve Fund balance was depleted during 2006-07 when the remaining reserve funds were required to help offset the major fluctuations and a very major sewer line repair. These fluctuations were experienced during periods of extreme weather conditions, including severe drought and excessive rainfall.

2009-10 Water & Sewer Fund Expenditures by Category



Major expenditures in the Water & Sewer Fund for the 2009-10 Re-Estimate include: Salaries & Wages, 8.1%; Supplies & Services, 10.9%; NTMWD, 49.2%; Capital Outlay, 1.0%; and Transfers, 30.8%.

Salaries, Wages and Employee Benefits

Salary, Wage and Benefit expenses are projected to increase by \$502,579 or 5.54% for the entire five year period from the 2008-09 actual expenditures as compared to 2012-13 projected expenditures. Salary, wage and benefit predictions include salaries for all approved positions and reflect a 0.5% attrition rate. No salary or merit increases, no new positions and no program enhancements have been included in this forecast.

Benefits expenditure projections include a 5.0% health insurance increase, approximately a 1% TMRS rate increase for all periods of the forecast, and slight increases to the RSP and life insurance rates based on current factors.

Supplies & Services

Supplies & services include materials, supplies, contracts, fuel, repairs, utilities, sundry and reimbursements to other cost centers. During the period of 2008-09 to 2012-13, supplies and services expenditures are expected to decrease by \$451,695, a 3.48% decrease over the actual 2008-09 expenditures. Basic materials, supplies, sundry and services are projected to increase by 1.0% in 2010-11, 2% in 2011-12, and by another 2% in 2012-13. Municipal garage charges are programmed to increase 2% in all three years of the forecast. Electricity (for water and wastewater pumping) rates are projected to increase 2.0% for all years of the forecast.

Phase I of the Fixed Network meter reading project has been completed, and Phase II is approximately 60% complete, with Phase III planning in progress. Approximately 30,000 water meters have been replaced out of an 80,000 meter inventory. The fixed network project replaces previous electronic meters and accesses the City's wireless Moto Mesh system to periodically and automatically upload consumption data from each meter, saving fuel and labor costs while increasing billing accuracy over the previous AMR system. The project is expected to be completed during 2013-14.

North Texas Municipal Water District

Projected increases from the NTMWD for water and sewer service treatment and delivery during the forecast period total \$14.4 million, and are a 27.67% increase over the 2008-09 NTMWD expenditures. Projections for Water and Wastewater treatment costs from NTMWD will continue to experience a steady incline for the future and are discussed below.

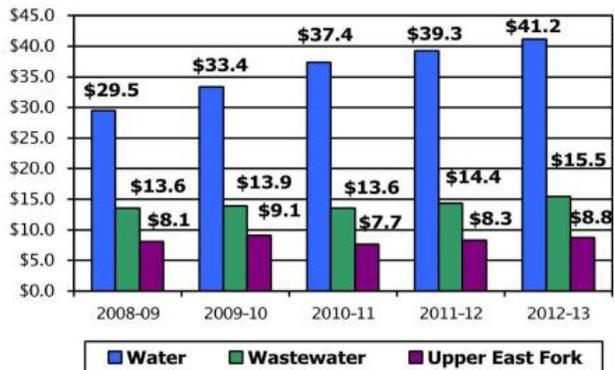
Water costs are projected to increase approximately 12.0% in 2010-11, another 10.0% in 2011-12, and then 9.7% in 2012-13, with rising annual expenditure increases based on the current take or pay minimum of 26.7 billion gallons. For 2010-11, the wholesale water rate is projected at \$1.40 per thousand gallons, a \$0.15 increase over the 2009-10 rate of \$1.25 per thousand gallons. In 2011-12, the water cost projections increase to \$1.54 per thousand gallons, and in 2012-13, \$1.69 per thousand gallons.

Wastewater treatment costs are projected to very slightly decrease in 2010-11, and then increase 5.7% for 2011-12 and 8.0% for 2012-13. Upper East Fork Upper East Fork Interceptor Wastewater System costs are projected to decrease in 2010-11, and then increase 7.7% in 2011-12, and 4.8% for 2012-13.

Retirement of NTMWD debt for the water transmission facilities is programmed at \$837,635 for 2010-11, \$869,233 for 2011-12, and \$869,898 for 2012-13. The following graph outlines the anticipated payments to

NTMWD over the three-year forecast period for Water, Wastewater, and the Upper East Fork Wastewater Interceptor System.

NTMWD Expenditures
(in Millions)



The graph shows the historical trends and projections for all Water & Sewer Fund transfers to other City funds. Total Transfers increase \$3.9 million (11.1%) from the 2008-09 actual transfers when compared to 2012-13 projected transfers due to the inclusion of a Reserve Fund to help offset severe impacts to the fund during periods of extreme weather patterns.

Water & Sewer Fund transfers to the General Fund are based on a percentage of projected Water & Sewer revenues, indirect cost allocations, and an amount in lieu of property taxes (based on total assets). These factors are reviewed each year during the budget process, and the transfer amount is calculated. General Fund transfers are projected to increase by \$2.6 million or 15.4% from the 2008-09 actual expenditures when compared to 2012-13 projections.

Capital Outlay

Capital outlay is re-estimated at \$1.1 million for 2009-10 for the completion of the Environmental Education Building. No other capital costs have been included for all three future years of this forecast.

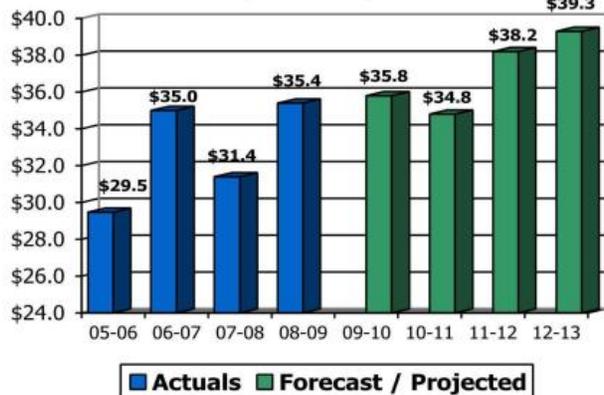
The annual transfer for the repayment of Water and Sewer debt decreases each year of the forecast as the debt is paid. The decrease from 2008-09 actual to the 2012-13 projected debt payment requirement is \$2.2 million, and corresponds with the overall reduction and the retirement of the existing Water & Sewer debt by 2013.

Transfers

Expenditure transfers included in the forecast are to other City of Plano funds for services received, for the payment of Water & Sewer Debt, for planned Water & Sewer Capital Improvements, for projects included in the Capital Reserve Fund, for Technology-related service enhancements, and for Sustainability educational programming.

The Water & Sewer Fund finances Community Investment Projects (CIP) by the “Pay-As-You-Go” method. Transfers for the forecast period from 2010-11 through 2012-13 total \$35.3 million and are based on a schedule of probable repairs and improvements to the City’s aging water & sewer infrastructure and delivery system.

Transfers
(in millions)



Forecast transfers also include a total of \$3.6 million for the 3-year forecast period to the Capital Reserve Fund for other projects related to Water & Sewer service.

The transfer to the Property & Liability Loss Fund has been slightly increased to \$726,422 for the re-estimate, while \$728,240 is included for 2010-11. Years 2011-12 and 2012-13 includes increases of 5% per year, representative of the Water & Sewer Fund’s proportionate share of estimated expenditures from the Property & Liability Loss Fund.

A transfer in the amount of \$300,000 to the Technology Fund is included for each year of the forecast, and is representative of the fund’s share of technology improvements and upgrades to the City information infrastructure, in accordance with the City’s Technology

Plan. The transfer is re-evaluated each year during the regular budget process, based on the Technology Fund balance and future projects.

Detailed information regarding specific transfers is provided in the Appendix section: *Three-Year Financial Forecast - Transfers*.

Outlook & Analysis

Based on the projections in this forecast, the return to an average of 26.4 billion gallons per year water consumption usage and a continuation of existing service levels, this forecast produces enough working capital to meet the goal of 45 days of operating expenses as established by City Council for all periods.

With recent annual drastic fluctuations in rainfall and anticipated cost increases from NTMWD, the Water & Sewer Fund continues to require vigilant monitoring of the water and sewer rates and sales volume.

All water and sewer revenues are influenced by population changes, new construction, decreases or increase in consumption of water stemming from the weather conditions and conservation programs.

Sustainability & Environmental Services

Recurring Revenue Vs. Recurring Expenditures

	2008-09	2009-10	2009-10	2010-11	2011-12	2012-13
	Actual	Budget	Re-Est.	Projected	Projected	Projected
Recurring Revenue						
Commercial Franchise	\$6,198,973	\$6,709,797	\$6,335,142	\$6,448,493	\$6,577,463	\$6,709,013
Residential Collection	12,604,378	12,603,597	12,629,055	12,666,942	12,679,609	12,704,968
Special Refuse Collection	67,216	63,114	73,233	73,343	73,380	73,453
Recycling	103,066	150,000	348,249	398,771	398,971	399,370
Sale of Compost	998,206	1,011,287	1,011,287	1,012,804	1,013,310	1,014,324
Sale of Landscape Bags	40,806	34,913	42,314	42,377	42,399	42,441
Allied Waste, Inc.	134,017	76,477	76,477	76,477	78007	79567
Tipping Fees	600,027	704,984	704,984	706,041	706,394	707,101
Contributions via Utility Billing	11,634	11,600	11,600	11,617	11,623	11,635
Other	1,029,765	857,789	754,847	759,564	767,160	774,832
Sustainability Program Transfer	100,000	100,000	100,000	100,000	100,000	100,000
Total Recurring Revenue	\$21,888,088	\$22,323,558	\$22,087,188	\$22,296,431	\$22,448,316	\$22,616,702
Recurring Expenditures						
Salaries & Wages	\$6,046,149	\$6,141,377	\$6,235,414	\$6,383,253	\$6,521,773	\$6,620,253
Supplies & Services	6,819,302	7,342,342	7,574,929	7,375,855	7,538,091	7,652,571
NTMWD	6,883,746	7,725,574	7,725,574	8,158,206	8,500,851	8,526,353
Capital Outlay	191,759	0	0	0	0	0
Total Recurring Expenditures	\$19,940,956	\$21,209,293	\$21,535,917	\$21,917,314	\$22,560,714	\$22,799,177
Transfers Out	1,944,952	1,445,946	1,448,954	1,451,618	1,452,509	1,454,292
Fund Balance - Beginning	\$1,968,275	\$1,083,437	\$1,970,455	\$1,072,772	\$900,712	\$927,153
Total Recurring Revenue	\$21,888,088	\$22,323,558	\$22,087,188	\$22,296,431	\$22,448,316	\$22,616,702
Total Recurring Expenditures	\$19,940,956	\$21,209,293	\$21,535,917	\$21,917,314	\$22,560,714	\$22,799,177
Less: Transfers Out	\$1,944,952	\$1,445,946	\$1,448,954	\$1,451,618	\$1,452,509	\$1,454,292
Fund Balance - Ending	\$1,970,455	\$751,756	\$1,072,772	\$271	(\$664,196)	(\$709,615)
Add'l Revenues or Program Reductions to Meet 15 Days				\$900,441	\$1,591,349	\$1,646,567
Days of Operation	36	13	18	15	15	15

Sustainability & Environmental Services Fund

Forecast

The Sustainability & Environmental Services Fund, an enterprise fund, provides for the administration, operation, and maintenance of the City's environmental waste system. Commercial Franchise and Residential Collection fees finance the greatest portion of the services provided by the Environmental Waste Division. All sources of revenue that comprise the Sustainability & Environmental Services Fund are described below:

Operating Revenue Sources:

Commercial Franchise

A franchise agreement between the City and Allied Waste Systems, Inc., whereby Allied Systems has exclusive franchise for collection and disposal of solid waste for commercial customers located within the City of Plano and a non-exclusive franchise for collection of recyclable materials from commercial customers located in the City of Plano.

The City receives 5% of gross receipts collected monthly which includes: revenues for monthly service, rental on roll-off containers, delivery charges, fees for late payment and additional collections. Allied Systems also reimburses the City all costs associated with the commercial disposal of solid waste.

Residential Collection

Fee charged for once a week collection and disposal of solid waste and yard debris, bi-weekly collection of recyclables, monthly collection of bulky waste, on-call collection of household hazardous waste, collection of litter along medians, operation of composting and household hazardous waste facilities, Keep Plano Beautiful program, Commercial Diversion program, and all education/public awareness programs.

Special Refuse Collection

Fee charged for collections in addition to the regular weekly collection schedule.

Each household is granted one special refuse collection per fiscal year at no charge. After the first collection, a fee is charged for subsequent collections.

Recycling

City receives 75% of revenues from current recycling processing contractor after paying processing fees.

Sale of Compost

Proceeds from the sale of compost and compost-related products.

Sale of Landscape Bags

Proceeds from the sale of boxes of biodegradable refuse bags.

Tipping Fees

Fee charged to commercial landscapers for disposal of yard debris waste.

Other

Miscellaneous receipts include revenues such as interest income, contributions, and insurance collections.

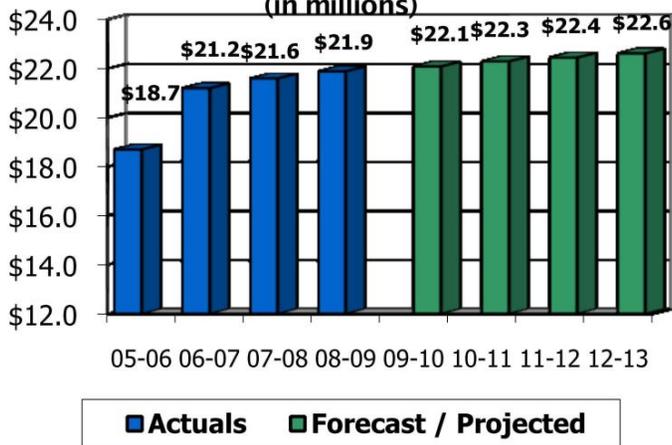
SUSTAINABILITY & ENVIRONMENTAL SERVICES FUND

The Sustainability & Environmental Services Fund, an enterprise fund, provides for administration, operation, and maintenance of the City’s environmental waste collection & disposal, recycling, collection & sales, as well as the incorporation of sustainable practices into City operations.

Operating Revenues

The City of Plano contracts for services with the North Texas Municipal Water District (NTMWD), whereby NTMWD agrees to provide a solid waste disposal system for the benefit of the City of Plano and other cities. Each participating city agrees to pay its share of an annual requirement for the operating expenses and debt service of NTMWD to be calculated in the same manner as the wastewater contract. The Sustainability & Environmental Services Fund accounts for the provision of solid waste collection and disposal services to customers who are billed monthly at a rate sufficient to cover the cost of providing such services.

Sustainability & Environmental Revenue
(in millions)

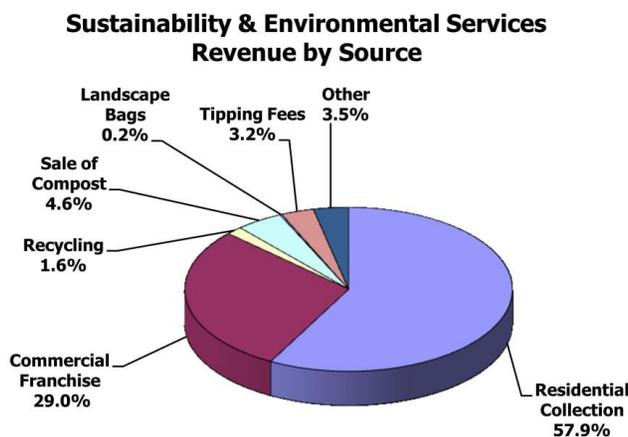


The graph above shows the historical trends and projections for Sustainability Fund revenues. During October 2008, Residential Collection rates were increased by \$1.25 per month to \$15.10 for the 95-gallon container while the annual contract amount paid to NTMWD has increased annually. Commercial rates were also increased by \$1.49 per ton, from a rate of \$34.77 per ton to \$36.26 per ton.

By 2012-13, total Sustainability Fund revenues are estimated to reach \$22.6 million. The major sources that make up the Sustainability & Environmental Services Fund revenues for 2009-10 include: Residential Collection (57.9%), Commercial Franchise (29.0%), Recycling (1.6%), Sale of Compost (4.6%), Sale of Landscape Bags (.2%), Tipping Fees (3.2%), and Other (3.5%). A description of each source as well as a discussion of the outlook over the next three years follows.

Residential Collection

Residential collection revenues represent the



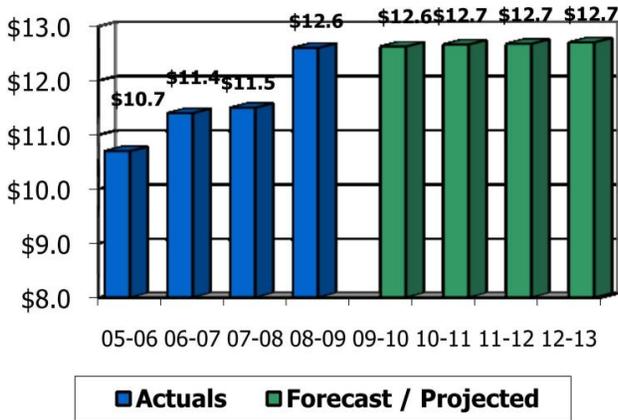
Sustainability & Environmental Services Fund’s largest revenue source. Customers who wish to use a 68-gallon refuse cart pay a monthly rate of \$11.25 and customers who choose to use the 95-gallon cart pay a monthly rate of \$15.10. The variable rates continue to allow the City to implement environmental programs that will reduce the NTMWD disposal tonnage costs and encourage waste minimization and recycling.

As of February 2010, there are approximately 70,776 single family housing units billed monthly for residential refuse collection services.

Residential collection revenue is projected to increase 0.3% in 2010-11, 0.1% in 2011-12 and 0.2% in 2012-13. The amounts indicated in the revenue

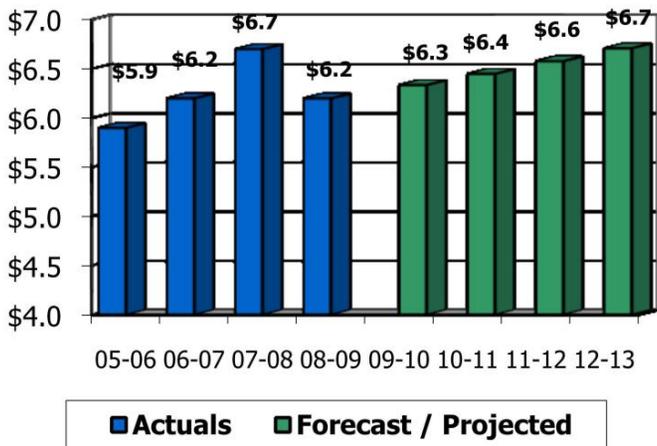
forecast assume no future changes in the rate structure and projection estimates with the two customer variable rates, based on container size.

Residential Collection
(in millions)



The graph shows the historical trends and projections for residential collection revenue. By 2012-13, this revenue source is estimated to reach \$12.7 million.

Commercial Franchise
(in millions)



Commercial Franchise

Commercial franchise revenue represents the Sustainability & Environmental Service Fund’s second largest revenue source, currently re-estimated at \$6.3 million for 2009-10. This revenue source consists of a franchise agreement between the City of Plano and Allied Waste Systems, Inc.

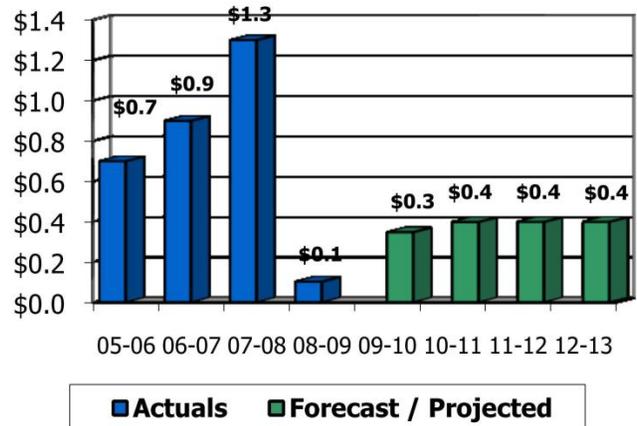
Commercial franchise revenue, based on anticipated direct economic growth, is estimated to increase 1.8% for 2010-11 and 2.0% 2011-12 and 2.0% 2012-13. The accompanying graph shows the historical trends and projections for commercial franchise revenue. By 2012-13, this revenue source is estimated to reach \$6.7 million.

Recycling

Contracted recycling revenue is tied to market values of the individual recycling commodities. As an industry, the per ton value of the recycling materials fluctuates season to season, year to year, based on current recycling materials and market demand. The City receives 75% of revenues from current recycling processing contracts after paying processing fees.

Due to the volatility of this revenue source, recycling revenues are projected to increase 14.5% in 2010-11, 0% 2011-12 and 0.1% for 2012-13, based on a higher demand forecast due to economic growth and indirect population-based changes. However these revenues were significantly reduced due to global market fluctuations in 2008-09.

Recycling
(in millions)



By 2012-13, annual recycling revenues are projected to be \$399,370, down from their high of \$1.3 million in 2007-08. The graph above shows the historical trends and projections for recycling revenue.

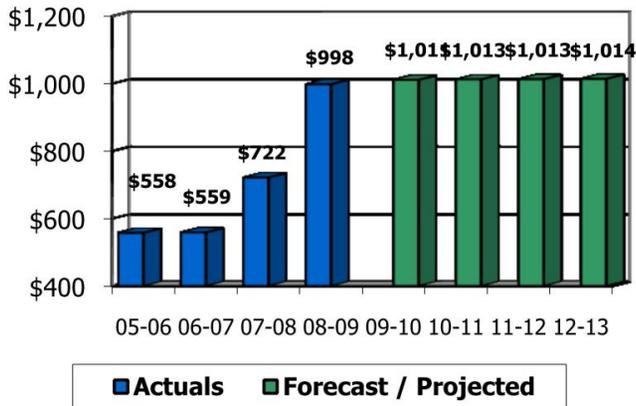
Sale of Compost

Market demands for quality compost products are increasing annually. The City retains proceeds from the sale of compost and compost-related products,

while diverting an estimated 26,836 tons of waste from the landfill, which in turn, creates an estimated 73,949 cubic yards of commercial product.

Sale of compost revenue is projected to increase .15% in 2010-11 and 0.05% in 2011-12, and .1% in 2012-13 based on indirect population-based increases.

Sale of Compost
(in thousands)

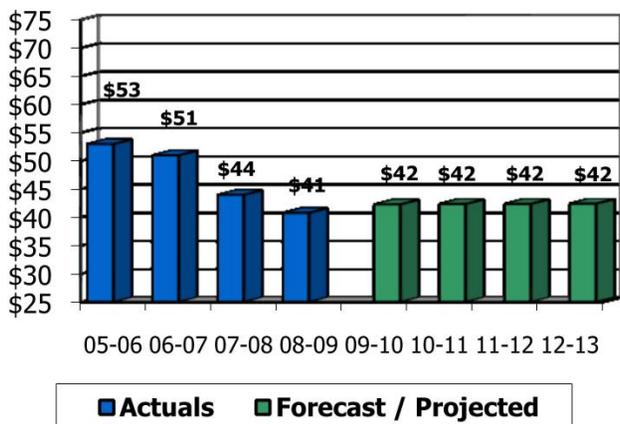


The graph above shows the historical trends and projections for sale of compost revenues. By 2012-13, this revenue source is estimated to reach \$1.0 million.

Sale of Landscape Bags

A program closely tied to composting is the sale of landscape waste collection bags.

Sale of Landscape Bags
(in thousands)



The City received \$40,806 in 2008-09 from biodegradable refuse bag sales. Collection vehicles pick these parcels up at each residential waste

collection site for use in the compost operation. Landscape bag revenues are currently re-estimated at \$42,314 in 2009-10 and increase 0.15% in 2010-11, and 0.05% in 2011-12, and .1% in 2012-13, based on indirect population-based increases.

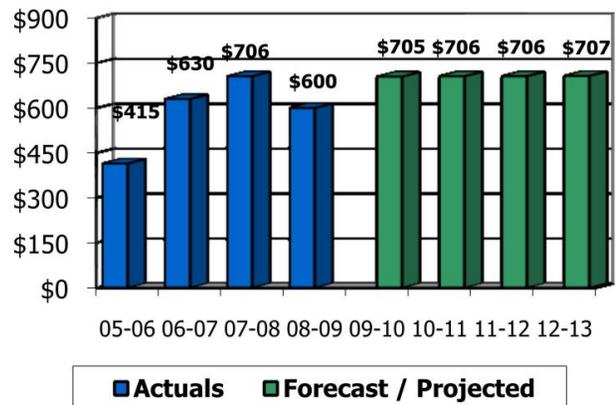
The Sale of Landscape Bags graph shows the historical trends and projections for sale of landscape bags revenues. By 2012-13, this revenue source is anticipated to reach \$42,441.

Tipping Fees

Tipping fees consist of revenue received from commercial landscapers for disposal of yard debris waste. The City began charging tipping fees during 2003-04.

Tipping fee revenue is currently projected to increase 0.15% in 2010-11, followed by a .05% increase in 2011-12, and an additional 0.1% increase in 2012-13.

Tipping Fees
(in thousands)



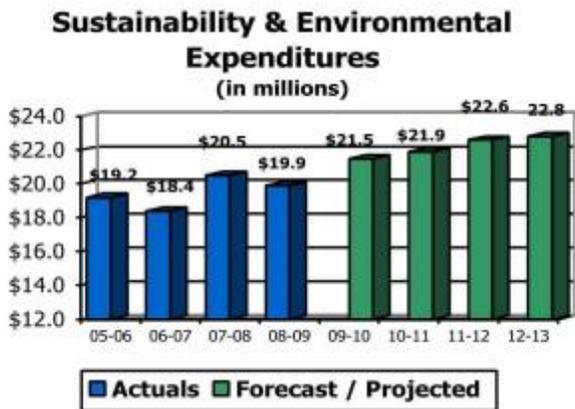
The graph above shows the historical trends and projections for tipping fee revenue. By 2012-13, this revenue source is estimated to reach \$707,101.

Other

Miscellaneous revenues for 2009-2010 are expected to total \$754,847, or 3.5% of all Sustainability & Environmental Services Fund Revenues. Miscellaneous revenues are comprised of several varied sources and include: reimbursement from the Water & Sewer Fund for personnel and operating expenses related to water conservation, \$186,119; Special Refuse Collection fees, \$63,114; Citizen and Commercial Contributions, \$29,100; and Other

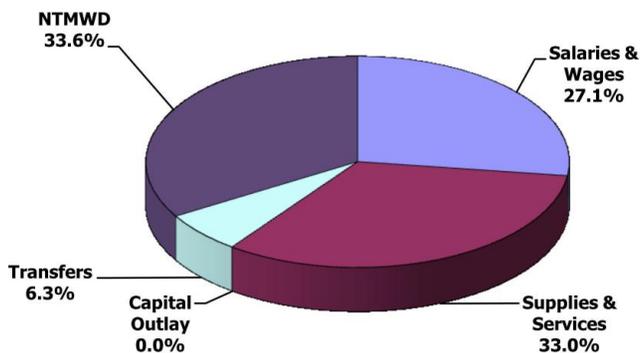
Sources, including reimbursements from other city departments, Grants, and Container Replacement fees, \$476,514. Additionally, the Sustainability & Environmental Services fund will also receive a transfer of \$100,000 from the Water & Sewer Fund for expenditures related to the Sustainability program.

Operating Expenditures



The graph above shows the historical trends and projections for the Sustainability & Environmental Services Fund. Expenditure increases can fluctuate from year-to-year mainly due to capital outlay expenditures. The major expenditures that make up the Sustainability Fund by category for 2009-10 include: Salaries & Wages (27.1%), Supplies & Services (33.0%), NTMWD (33.6%), Capital Outlay (0.0%), and Transfers (6.3%). A description of each expenditure category as well as a discussion of the outlook over the next three years follows.

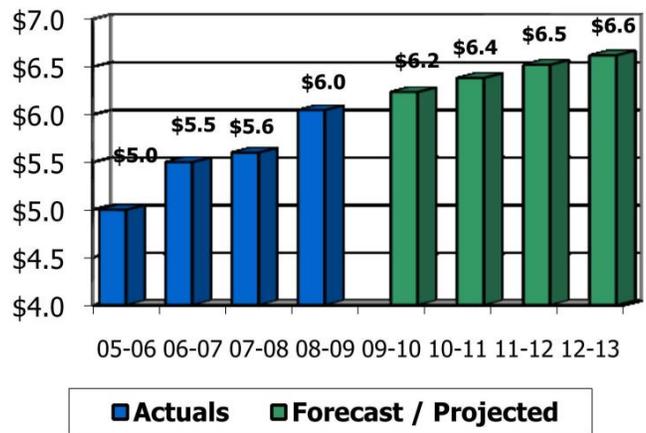
Sustainability & Environmental Services Expenditures by Category



Salaries, Wages & Employee Benefits

Salary projections assume no salary increase throughout this forecast. However, a 0.5% attrition rate is included. Benefits expenditure projections include a 5.0% health insurance cost increase for all periods of the forecast, and a 1% TMRS rate increase for each forecast period. All other benefit rate calculations remain constant. Slight increases to benefits costs such as Medicare, retirement, disability and life insurance costs are driven by inflation and annual salary changes.

Salaries, Wages & Employee Benefits (in millions)



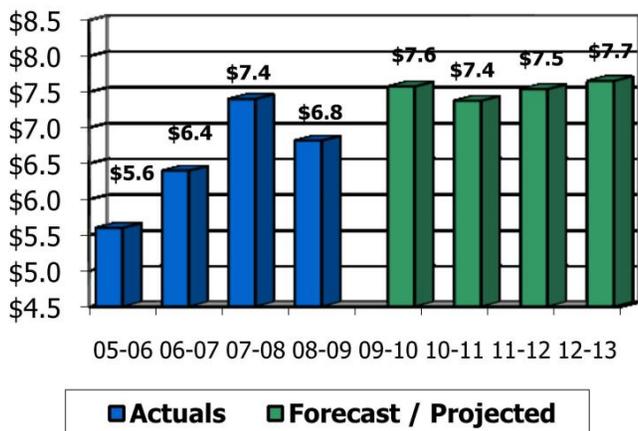
The graph above shows the historical trends and projections for Salaries, Wages & Employee Benefits. By fiscal year 2012-13, this annual operating expense is projected to be \$6.1 million.

Supplies & Services

Supplies & services costs are projected to increase 1.0% for 2010-11 and then increase by 2.0% in both 2011-12 and 2012-13. Municipal Garage charges are projected to increase 2.0% in each of the three years of the forecast.

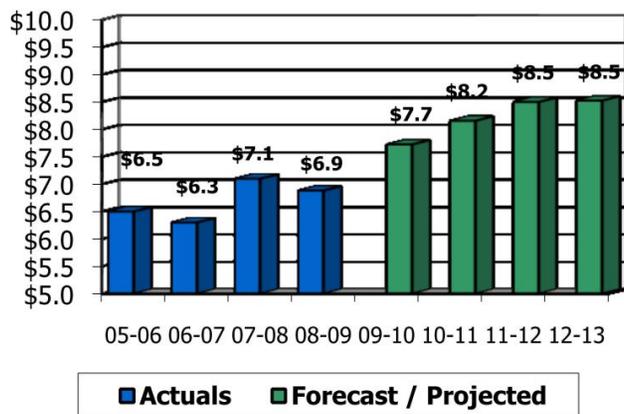
The following Supplies & Services graph shows historical trends and estimates for supplies & services. By 2012-13, operating expenditures for supplies and services are projected at \$7.7 million per year.

Supplies & Services
(in millions)



NTMWD landfill contracted expenditures are projected to increase by 5.6% in 2010-11, 4.2% for 2011-12 and an additional 0.3% in 2012-13.

NTMWD Expenditures
(in millions)



Capital Outlay

No additional funding for capital outlay has been included for the three-year forecast period.

Transfers

The transfers to the General Fund for services received are based on Residential Collection fees, Special Collection fees, and Sale of Landscape Bags revenue. The transfer is based on 7.0% of the total of these revenue sources. The transfer amount increases each year of the forecast period with projected increases in revenues.

A \$60,000 transfer to the Technology Fund is included in each year of the forecast, representative of the fund share of technology improvements and provide funding for improvements and upgrades to City information infrastructure, in accordance with the City's Technology Plan.

An annual transfer of \$157,239 from Sustainability to the Water & Sewer Fund is also included for each year of the forecast. This amount is the annual payment on a five-year loan for the construction of the Environmental Education Building. The new facility includes classrooms to be used as a teaching center for environmental topics, incorporates sustainable design concepts, and serves as an example of a "green" building.

The Property/Liability Loss Fund transfer is representative of the Sustainability Fund's proportionate share of anticipated expenses related to Judgments, Damages and Workers' Compensation claims. The 2009-10 transfer is projected at \$339,593 and remains constant for the remainder of this forecast period.

Outlook & Analysis

While Plano's collection rates remain below most every city in the Dallas/Ft. Worth area, beginning in 2011-12, revenues will not be sufficient to meet operating and fund balance requirements. Furthermore, program changes and unanticipated increases in O&M, such as the NTMWD disposal rate, or a second plunge in global demand for recyclable products will require another rate increase.



Municipal Drainage

Recurring Revenue Vs. Recurring Expenditures

	2008-09	2009-10	2009-10	2010-11	2011-12	2012-13
	Actual	Budget	Re-Est.	Projected	Projected	Projected
Recurring Revenue						
Residential Class Fees	\$2,744,139	\$2,741,668	\$2,737,562	\$2,778,625	\$2,780,015	\$2,782,795
Commercial Class Fees	2,305,567	2,265,945	2,262,551	2,296,489	2,297,638	2,299,935
Interest Income	64,605	85,000	45,000	60,000	75,000	75,000
Other	5,202	0	3,000	3,000	3,000	3,000
Total Recurring Revenue	\$5,119,513	\$5,092,613	\$5,048,113	\$5,138,115	\$5,155,652	\$5,160,730
Recurring Expenditures						
Salaries & Wages	\$1,198,813	\$1,565,735	\$1,454,336	\$1,496,498	\$1,521,028	\$1,545,669
Supplies & Services	900,290	1,206,846	1,192,968	1,206,939	1,211,128	1,187,616
Reimbursements	268,207	254,039	254,039	254,039	254,039	254,039
Capital Outlay	38,505	0	0	0	0	0
Total Recurring Expenditures	\$2,405,815	\$3,026,620	\$2,901,343	\$2,957,476	\$2,986,195	\$2,987,324
Transfer to General Fund	\$350,008	\$350,533	\$350,008	\$355,258	355,436	355,791
Transfer to Technology Fund	20,000	20,000	20,000	20,000	20,000	20,000
Transfer to Revenue Debt	2,522,144	2,621,312	2,496,574	2,911,142	3,122,472	3,279,020
Transfers Out	\$2,892,152	\$2,991,845	\$2,866,582	\$3,286,400	\$3,497,907	\$3,654,811
Fund Balance - Beginning	\$4,783,774	\$2,308,190	\$4,605,320	\$2,435,508	\$1,329,747	\$1,297
Total Recurring Revenue	\$5,119,513	\$5,092,613	\$5,048,113	\$5,138,115	\$5,155,652	\$5,160,730
Total Recurring Expenditures	\$2,405,815	\$3,026,620	\$2,901,343	\$2,957,476	\$2,986,195	\$2,987,324
Less: Transfers Out	\$2,892,152	\$2,991,845	\$2,866,582	\$3,286,400	\$3,497,907	\$3,654,811
Less: Est Reserve Requirement			\$1,450,000			
Fund Balance - Ending	\$4,605,320	\$1,382,338	\$2,435,508	\$1,329,747	\$1,297	(\$1,480,108)
Days of Operation			306	164	0	-181

Municipal Drainage Fund Forecast

The Municipal Drainage Fund, an enterprise fund, provides for the administration, operation, and maintenance of the City’s storm water management program, in compliance with EPA storm water runoff and treatment requirements. The services provided by the Municipal Drainage Fund are financed primarily by Commercial and Residential fees.

Operating Revenue Sources:

Drainage Fees

Drainage fees are charged upon municipal water customers to provide funding for compliance with the U.S. Environmental Protection Agency’s enforcement of the National Pollutant Discharge Elimination System – a program for storm water runoff monitoring and management.

Operating Revenues

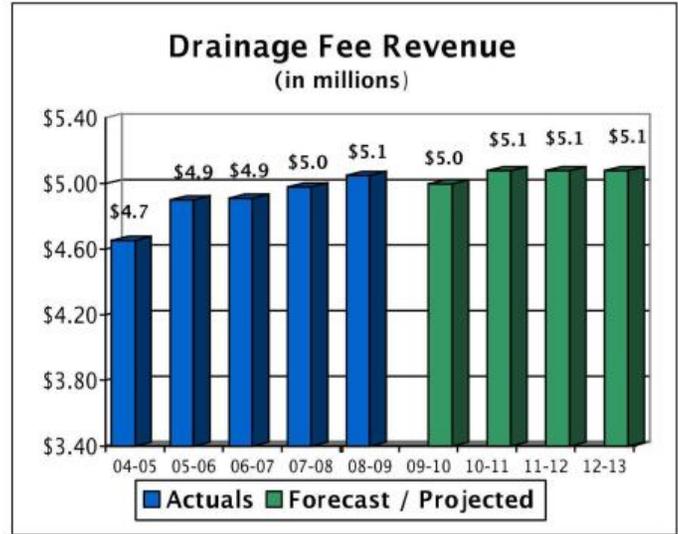
Drainage Fees

Drainage fees are the Municipal Drainage Fund’s primary revenue source. Drainage fees are divided into residential class fees and commercial class fees. The current rates have provided sufficient working capital to maintain 30 days of working capital and maintain revenue reserve requirements prescribed in the bond covenants.

The Community Investment Program has been adjusted to include additional projects through 2013-14 and the debt service needed to finance these projects. The program required the issuance of \$3.37 million in new funding debt this year, a projected \$2.69 million in debt for 2010-11 and an anticipated issuance of \$1.90 million for 2011-12 and \$1.50 million for 2012-13.

Drainage fees are projected to increase based on indirect population increases. The revenue garnered is projected to increase 0.15% for 2010-11 then by 0.05% in 2011-12 and by 0.10% in 2012-13. Drainage fees paid by customers may be expected to increase to provide sufficient working capital to maintain 30 days of working capital in the future and maintain revenue reserve requirements prescribed in the bond covenants. Based on this forecast, the rates are currently sufficient to maintain the required reserve through 2011-12, but the fund is projected to enter into a deficit position in 2012-13, so a rate study will be

conducted in 2011-12. In the mean time, the Budget Department will continue to monitor the rates in the existing Drainage Rate Model.



The graph above shows the historical trends and projections for drainage fees. In 2012-13, this revenue source is estimated at \$5.1 million.

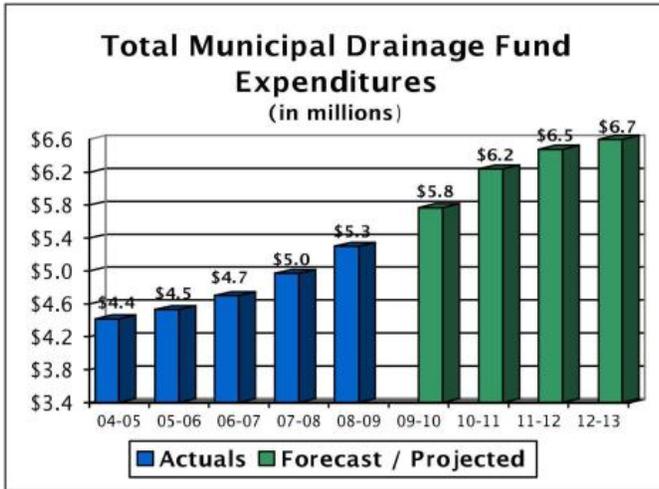
Other

Miscellaneous revenues for 2009-10 are expected to total \$48,000. Miscellaneous revenues are comprised mostly of interest income.

Interest income is projected to decrease to \$45,000 for 2009-10 due to lower than anticipated earnings. The forecast projects interest income of \$60,000 for 2010-11 and is increased to \$75,000 for 2011-12 and 2012-13 based on projected increasing interest rates.

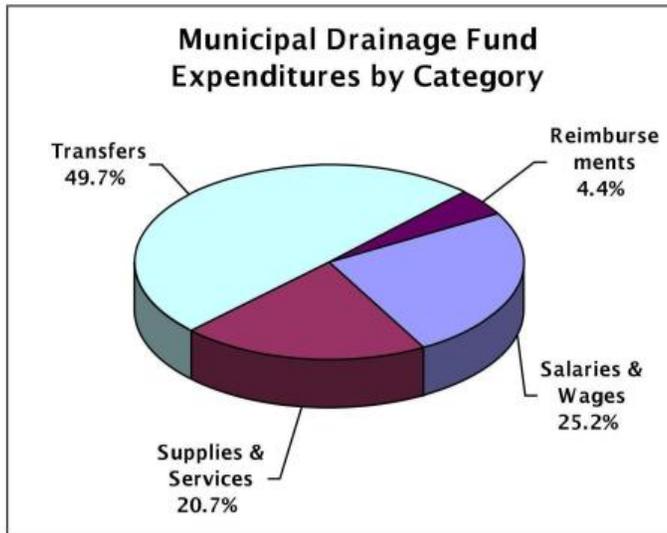
Operating Expenditures

The following graph shows the historical trends and projections for all Municipal Drainage Fund expenditures. Expenditure increases can fluctuate from year-to-year mainly due to one-time expenditures and transfers to debt service for CIP projects.



The major expenditures that make up the Municipal Drainage Fund by category for 2009-10 include: Salaries & Wages (25.2%), Supplies & Services (20.7%), Reimbursements (4.4%) and Transfers (49.7%). A description of each expenditure category as well as a discussion of the outlook over the next three years follows.

Salaries, Wages and Employee Benefits



Salary projections assume no salary increase throughout the forecast period. Benefit expenditure projections include a 5.0% health insurance cost increase for all periods of the forecast, and a 1.0% TMRS rate increase for each year of the forecast. Other benefit rate calculations remain constant. Slight increases to benefits costs such as Medicare, retirement, disability and life insurance costs are driven by annual salary increase rates.

The salaries and wages are projected to increase in 2010-11 by \$112,891 or 9.0% over the 2008-09 Re-Estimate.

Supplies & Services

Supplies & services increases are based on 1.0% in 2010-11, 2.0% in 2011-12 and 2012-13, the projected rate of inflation, with the exception of municipal garage charges, which are forecast to increase 2.0% each year for 2010-13. The three-year projected increase to supplies & services is \$32,148 or a 2.69% increase over the 2009-10 Re-Estimate. This is due to the fact that the projected first interest payment for new debt issuances in placed here for budgeting purposes until the debt is issued. Otherwise, there would be a decrease to supplies and services of \$5,352 or .45% below the 2009-10 Re-Estimate. Each year, discretionary expenditures are evaluated based on individual merit during the budget process.

Capital Outlay

No new capital outlay items are projected for the Municipal Drainage Fund the forecast for 2010-11 through 2012-13.

Transfers

Transfers from the Municipal Drainage Fund total \$10.4 million for the three-year forecast period and is divided into the separate funds. The transfer to the General Fund is based on a percentage of the total Municipal Drainage revenue and totals approximately \$1.1 million for the three-year period. The Municipal Drainage Fund transfer for revenue Debt for the three forecast years totals just over \$9.3 million. The technology transfer is approximately \$20,000 per year for future hardware and software purchases and improvements. This transfer totals \$60,000 for the three-year period.

Outlook & Analysis

It is necessary for the Municipal Drainage Fund to maintain a significant fund balance due to revenue requirements. A positive fund balance is projected through 2011-12. The City issues revenue debt to support infrastructure. Due primarily to an increasing need for capital project funding for these infrastructure improvements, the fund is projecting a negative balance in 2012-13. The Budget Department will be conducting a rate study to reevaluate the Drainage Rate Model to insure the revenue is keeping pace with the debt requirements as well as the increasing

Municipal Drainage

expenditures. the Budget Department will continue to monitor the rates to insure that the revenue stream is in balance with the expenditures. The city again received a Triple AAA Bond Rating from Standard and Poor's.

Convention & Tourism

Recurring Revenue Vs. Recurring Expenditures

	2008-09	2009-10	2009-10	2010-11	2011-12	2012-13
	Actual	Budget	Re-Est.	Projected	Projected	Projected
Recurring Revenue						
Hotel/Motel Receipts	\$3,951,890	\$4,494,486	\$3,873,142	\$4,066,799	\$4,148,135	\$4,231,098
Civic Center Fees	2,430,881	2,606,819	2,506,819	2,632,160	2,684,803	2,738,499
Interest Income	52,196	60,000	60,000	60,000	60,300	60,601
Other	8,249	7,000	7,000	7,000	7,070	7,141
Total Recurring Revenue	\$6,443,216	\$7,168,305	\$6,446,961	\$6,765,959	\$6,900,308	\$7,037,339
Recurring Expenditures						
Salaries & Wages	\$2,715,684	\$2,970,454	\$2,953,903	\$2,985,199	\$3,024,189	\$3,063,046
Supplies & Services	2,570,839	3,788,617	3,299,530	2,826,970	2,883,197	2,940,548
Support of the Arts	677,710	661,173	580,971	610,020	622,220	634,665
Historic Preservation	682,710	661,173	580,971	610,020	622,220	634,665
Special Events	118,655	157,190	162,203	160,334	163,540	166,811
Capital Outlay	132,318	0	0	0	0	0
Total Recurring Expenditures	\$6,897,916	\$8,238,607	\$7,577,579	\$7,192,544	\$7,315,367	\$7,439,735
Transfers Out	1,207,288	378,415	342,348	358,298	365,015	371,867
Fund Balance - Beginning	\$4,056,600	\$2,121,270	\$2,394,612	\$921,646	\$591,168	\$601,263
Total Recurring Revenue	\$6,443,216	\$7,168,305	\$6,446,961	\$6,765,959	\$6,900,308	\$7,037,339
Total Recurring Expenditures	\$6,897,916	\$8,238,607	\$7,577,579	\$7,192,544	\$7,315,367	\$7,439,735
Less: Transfers Out	\$1,207,288	\$378,415	\$342,348	\$358,298	\$365,015	\$371,867
Fund Balance - Ending	\$2,394,612	\$672,552	\$921,646	\$136,764	(\$188,906)	(\$173,000)
Required 30 Day Balance				\$591,168	\$601,263	\$611,485
Add'l Revenues or Program Reductions to Meet 30 Days				\$454,404	\$790,169	\$784,485
Days of Operation			44	30	30	30

Convention & Tourism Fund Forecast

The Convention & Tourism Fund, an enterprise fund, accounts for the administration, operation, and maintenance of the Plano Centre and the Convention & Visitors Bureau. The fund is supported by the Hotel/Motel Occupancy Tax, which is restricted by State law to tourism promotion, capital construction, the operation of recreation facilities, and the funding of cultural activities.

Operating Revenue Sources:

Hotel/Motel Tax Receipts

Hotel/Motel taxes are levied upon the cost of occupancy of any sleeping room furnished by a hotel or motel in the city. The current rate is 7.0% of taxable receipts.

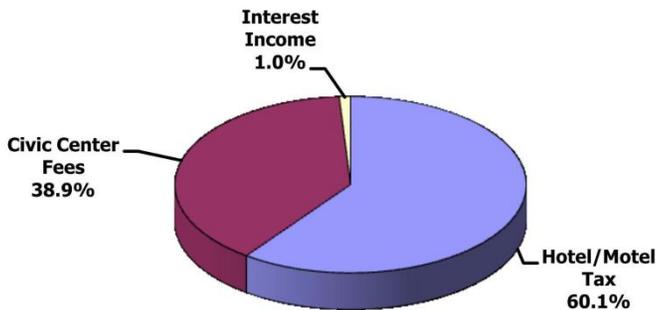
Civic Center Fees

Plano Centre administers various service charges and fees for the following items: room rentals, concessions, catering, equipment rentals, and miscellaneous.

Operating Revenues

The major sources that make up the Convention & Tourism Fund revenues for 2009-10 include: Hotel/Motel Tax Receipts (60.1%), Civic Center Fees (38.9%), and Interest Income (1.0%). A description of each source as well as a discussion of the outlook over the next three years follows.

Convention & Tourism Fund Revenue by Source



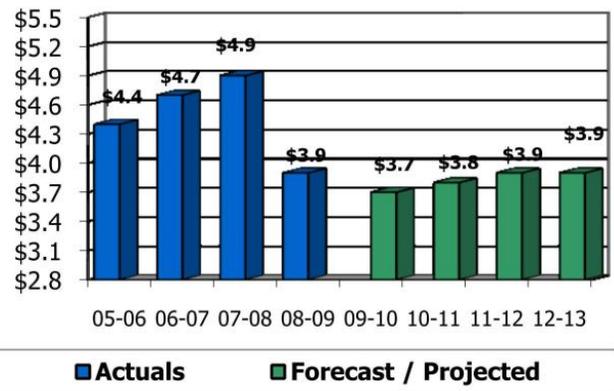
Hotel/Motel Tax Receipts

Hotel/Motel tax receipts are the Convention & Tourism Fund's largest revenue source. The region as a whole experienced an upswing in the travel-related industry over the last several years, which has led to increases in Hotel/Motel tax receipts. However, increased hotel competition from surrounding communities as well as the economic downturn has had a severe impact on

Plano's hotel business that will serve to limit this revenue stream to modest growth over the next three years.

Hotel/Motel receipts are estimated to decrease from \$4.5 million to \$3.9 million for the 2009-10 Re-Estimate. Thus far in 2009-10, local hotel occupancies have been running lower than anticipated by approximately 12%. Hotel/Motel receipts are anticipated to increase 5.0% as the economy recovers in 2010-11; 2.0% increase in 2011-12 and 2.0% increase in 2012-13.

Hotel/Motel Tax Revenue (in millions)



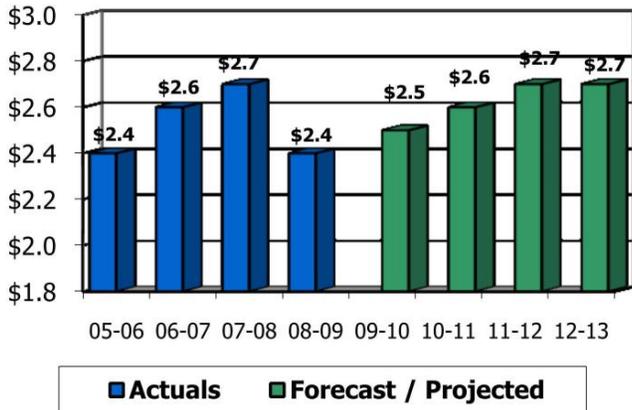
The graph above shows the historical trends and projections for Hotel/Motel tax receipts. By 2011-12, this revenue source is estimated to reach \$4.2 million.

Civic Center Fees

Civic Center fees have rebounded from the negative impacts generated by increased competition from surrounding communities. However, the economic downturn has impacted civic center fees this year and included is a reduction of \$100K for 2009-10 based on actual revenues received. Civic Center fees are projected to increase 1.0% over the Re-Estimated

Budget for the next year, and then 2.0% in 2010-11 and 2.0% in 2011-12, all based on direct economic growth.

Civic Center Fee Revenue
(in millions)



The graph above shows the historical trends and projections for Civic Center fees. By 2012-13, this revenue source is estimated to reach \$2.7 million.

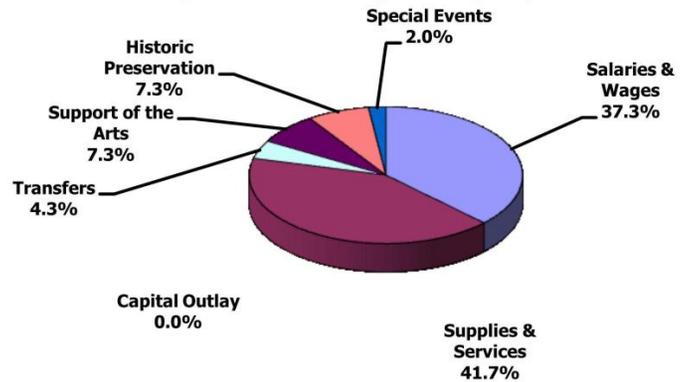
Other

Miscellaneous revenues for 2009-10 are expected to total \$67,000. Miscellaneous revenues are comprised mostly of interest income, which is projected to remain stable at close to \$60,000 and \$7,000 from all other miscellaneous revenues over the three-year forecast period.

Operating Expenditures

The major expenditures that make up the Convention & Tourism Fund by category for 2009-10 include: Salaries & Wages (37.3%), Supplies & Services (41.7%), Support of the Arts (7.3%), Historic Preservation (7.3%), Special Events (2.0%), and Transfers (4.3%). A description of each expenditure category as well as a discussion of the outlook over the next three years follows.

Convention & Tourism Fund Expenditures by Category



Salaries, Wages and Employee Benefits

Salary projections assume no salary increase throughout the forecast period. In addition, no new positions are budgeted for any of the three years. Benefits expenditure projections include a 5.0% health insurance cost increase for all periods of the forecast, and a 1.0% TMRS rate increase. Other benefit rate calculations remain constant. Slight increases to benefits costs such as Medicare, retirement, disability and life insurance costs are driven by annual salary increase rates.

Supplies & Services

Supplies & services costs are projected to increase 1.0% in 2010-11; 2.0% in 2011-12; and 2.0% in 2012-13. Municipal garage and electricity charges are projected to increase 2.0% in all three years of this forecast.

In addition, the budget for supplies & services at the Plano Centre has been significantly decreased in 2009-10 in response to declining hotel/motel tax revenues. Consequently the reestimated budget for major replacements or upgrades to large pieces of equipment has been reduced from \$1.0 million to \$500K. Anticipated purchases for 2009-10 include: contract security services, landscape improvements, the installation of a new fountain, implementation of architectural improvements, video screen replacements and the purchase of grounds keeper equipment. Funding for major replacements or upgrades is not projected in the three year forecast.

Support of the Arts
Historic Preservation
Special Events

Hotel/Motel tax is utilized for the promotion of local arts and historic preservation. The amount allocated to each of these areas is based on Hotel/Motel tax receipts. Due to the decline in the economy as well as receipt collections, this allocation is projected to decline from the original \$661,173 to \$580,971 in 2009-10. Special Events is projected at \$162,203 for 2009-10 and is projected to be \$160,334 in 2010-11; \$163,540 in 2011-12; and \$166,811 in 2012-13. These amounts include funding for the Plano Balloon Festival.

Capital Outlay

No new capital outlay is projected for the forecast period. All discretionary expenditure items will be examined on their individual merit during the budget development process in each year.

Transfers

The transfer to the General Fund is based on 5.0% of total revenues and the amount projected for 2009-10 equals \$322,348.

A transfer to the Technology Fund in the amount of \$20,000 in 2009-10 is representative of the Convention & Tourism Fund's proportionate share of technology related expenditures. This amount is projected to remain constant for the remainder of the forecast.

All outstanding debt on the Plano Centre was paid off in 2008-09; consequently, no transfers to the General Obligation Debt Service Fund are scheduled in 2009-10 or the three years forecast.

Outlook & Analysis

Based on projections in this forecast, the Convention & Tourism Fund does not produce enough working capital to meet the goal of 30 days of operating expenses as established by City Council throughout the forecast period. Revenues generated from Hotel/Motel Tax, and Civic Center concessions, room rental, catering, etc. are not forecasted to keep pace with expenditures in this fund, necessitating reevaluation of all activities in the near future.

Recreation Revolving

Recurring Revenue Vs. Recurring Expenditures

	2008-09	2009-10	2009-10	2010-11	2011-12	2012-13
	Actual	Budget	Re-Est.	Projected	Projected	Projected
Recurring Revenue						
Recreation Fees	\$3,279,909	\$3,039,167	\$3,350,906	\$3,355,932	\$3,357,610	\$3,360,968
Contributions	24,726	15,600	18,700	18,728	18,737	18,756
Interest Income	19,291	14,000	20,000	20,000	20,100	20,200
Other	21,119	28,056	35,000	35,052	35,070	35,105
Total Recurring Revenue	\$3,345,045	\$3,096,823	\$3,424,606	\$3,429,713	\$3,431,518	\$3,435,030
Recurring Expenditures						
Salaries & Wages	\$1,359,129	\$1,351,047	\$1,317,318	\$1,340,905	\$1,353,388	\$1,359,206
Supplies & Services	1,831,503	1,763,659	1,842,191	1,781,404	1,817,028	1,853,363
Capital Outlay	0	0	0	0	0	0
Total Recurring Expenditures	\$3,190,632	\$3,114,706	\$3,159,509	\$3,122,310	\$3,170,416	\$3,212,569
Transfers Out	155,524	154,841	171,230	171,486	171,576	171,751
Fund Balance - Beginning	\$530,291	\$378,035	\$529,180	\$623,047	\$758,964	\$848,491
Total Recurring Revenue	\$3,345,045	\$3,096,823	\$3,424,606	\$3,429,713	\$3,431,518	\$3,435,030
Total Recurring Expenditures	\$3,190,632	\$3,114,706	\$3,159,509	\$3,122,310	\$3,170,416	\$3,212,569
Less: Transfers Out	\$155,524	\$154,841	\$171,230	\$171,486	\$171,576	\$171,751
Fund Balance - Ending	\$529,180	\$205,311	\$623,047	\$758,964	\$848,491	\$899,200
Days of Operation			72	89	98	102

Recreation Revolving Fund Forecast

The Recreation Revolving Fund, an enterprise fund, accounts for the recreational programs and activities that are offered to groups and individuals on a fee basis.

Operating Revenue Sources:

Recreation Fees

Recreation fees are charged for participation in Parks & Recreation classes, sessions and events. These fees are used to cover the cost of instruction, materials and supplies. Also included are user fees for the use of the City's public facilities to aid in recovery of the cost of facility maintenance and upkeep.

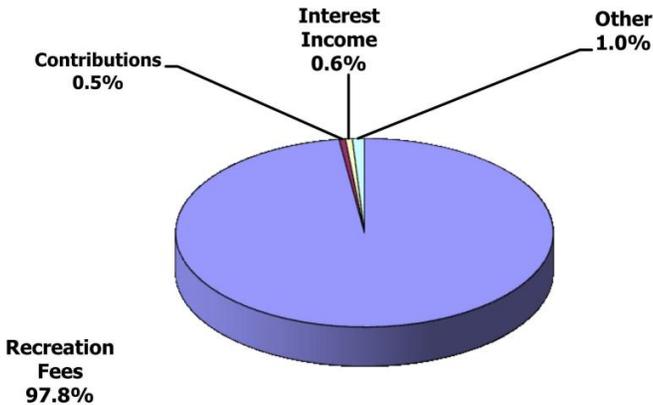
Contributions

The City of Plano accepts monetary contributions from businesses, organizations, institutions and individuals which are usually earmarked for certain programs.

Operating Revenues

The major sources that make up the Recreation Revolving Fund re-estimated revenues for 2009-10 include: Recreation Fees (97.8%), Contributions (0.5%), Interest Income (0.6%), and Other (1.0%). A description of each source as well as a discussion of the outlook over the next three years follows.

Recreation Revolving Fund Revenue by Source



Recreation Fees

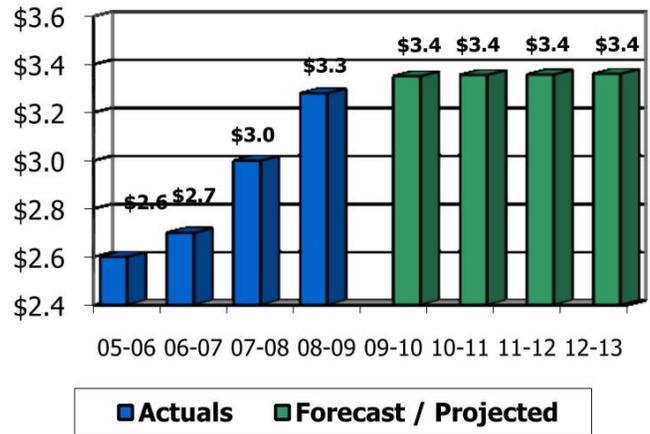
Recreation fees are the Recreation Revolving Fund's primary revenue source. Program fees are constantly reviewed in order to adequately cover expenditures and allow for continued program growth in future

years. Thus, program expenditures are directly correlated to the fees charged for courses and programs.

The 2009-10 recreation fees are forecasted to increase by \$312K over the original budget based on additional revenues due to increased program participation.

Recreation course, class, and facility demands are influenced by population growth and the increases in revenues reflect the current popularity of the programs available through the recreation centers.

Recreation Fee Revenue (in millions)



The graph above shows the historical trends and projections for recreation fees. By 2012-13, this revenue source is now predicted to reach \$3.4 million, a 2.5% increase over 2008-09 actual revenues.

Contributions

The Recreation Revolving Fund enjoys a dependable flow of contribution revenue. Contribution revenue is projected to remain fairly constant, at about \$18,700 per year over the three-year period.

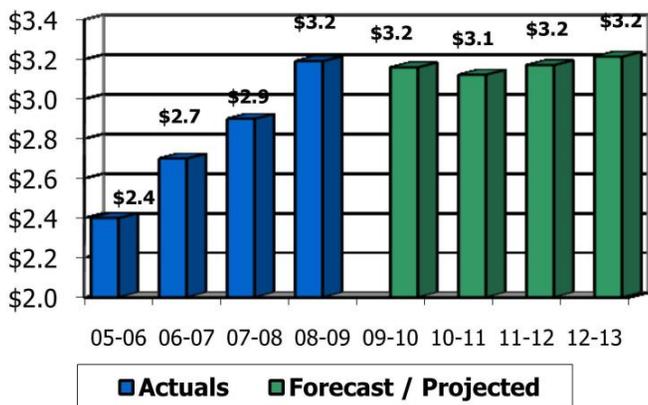
Other

Miscellaneous revenues for 2009-10 are re-estimated at \$55,000. Interest income comprises \$20,000 of that amount and is projected to remain constant over the three-year forecast period.

Operating Expenditures

Recreation program expenditures are directly correlated to the fees charged for courses and programs. The following graph shows the historical trends and projections for all Recreation Revolving Fund expenditures. Expenditure increases can fluctuate from year-to-year mainly due to one-time expenditures.

Total Recreation Revolving Fund Expenditures
(in millions)



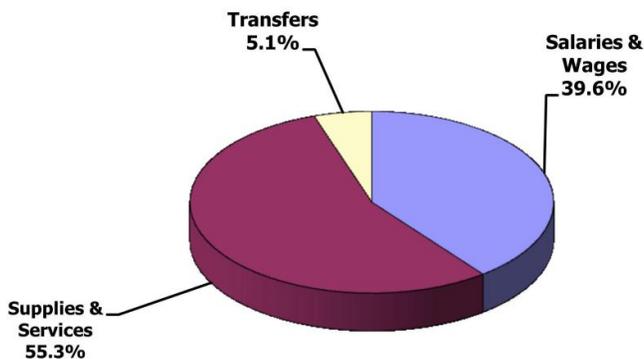
The major expenditures that make up the Recreation Revolving Fund by category for 2009-10 include: Salaries & Wages (39.6%), Supplies & Services (55.3%), and Transfers (5.1%). A description of each expenditure category as well as a discussion of the outlook over the next three years follows.

Salaries, Wages and Employee Benefits

Total Salary & Wage expenses for the three-year forecast period are projected to increase \$77 over actual 2008-09 costs. Salary projections assume no salary increase throughout the forecast period. In addition, no new positions are budgeted for any of the three years. Also included in the forecast is a 5.0% increase in health insurance for each additional year over the three-year period, and a 1.0% TMRS rate increase for each year of the forecast. Other benefit rate calculations remain constant. Slight increases to

benefits costs such as Medicare, retirement, disability and life insurance costs are driven by annual salary increase rates.

Recreation Revolving Fund Expenditures by Category



Supplies & Services

Supplies & services costs are projected to increase only slightly in future years, while Municipal garage charges are projected to increase 2.0% in each of the three years forecast.

Capital Outlay

No new capital outlay is projected for the forecast period. All discretionary expenditure items will be examined on their individual merit during the budget development process in each year.

Transfers

The transfer to the General Fund is based on 5.0% of total revenues each year of the forecast period. The amount projected for 2009-10 is \$171,230. This transfer reimburses the General Fund for expenses incurred in the administration of the Recreation Revolving Fund and programs.

Outlook & Analysis

Based on projections, the Recreation Revolving Fund is forecast to maintain a positive fund balance through fiscal year 2012-13.



Combined Budget Summary

	Actuals 2008-09	Budget 2009-10	Re-Est 2009-10	Projected 2010-11	% Change 2010-11
BEGINNING BALANCES					
Operating Funds:					
General Fund	\$44,741,546	\$25,874,676	\$42,744,130	\$26,749,468	3.4%
Water & Sewer Fund	12,430,047	8,224,030	10,555,173	7,476,049	-9.1%
Sustainability & Environ. Services Fund	1,968,275	1,083,437	1,970,455	1,072,772	-1.0%
Convention & Tourism Fund	4,056,600	2,121,269	2,394,612	921,646	-56.6%
Municipal Drainage Utility Fund	4,783,774	2,308,190	4,605,320	2,435,508	5.5%
Recreation Revolving Fund	530,291	378,035	529,180	623,047	64.8%
Municipal Golf Course Fund	59,483	13,458	55,799	0	-100.0%
Property Management Fund	432,081	432,555	450,179	469,245	8.5%
Community Access TV Fund	338,475	115,863	254,378	247,152	113.3%
TOTAL OPERATING FUNDS	\$69,340,572	\$40,551,513	\$63,559,226	\$39,994,887	-1.4%
Debt Service Funds:					
General Obligation	\$5,491,973	\$3,084,063	\$3,250,126	\$1,451,153	-52.9%
Water & Sewer Revenue	207,060	322,766	328,791	426,741	32.2%
TOTAL DEBT SERVICE FUNDS	\$5,699,033	\$3,406,829	\$3,578,917	\$1,877,894	-44.9%
TOTAL BEGINNING BALANCES	\$75,039,605	\$43,958,341	\$67,138,143	\$41,872,781	-4.7%
REVENUES & TRANSFERS IN					
Operating Funds:					
General Fund	\$211,245,479	\$209,742,302	\$204,265,735	\$197,540,021	-5.8%
Water & Sewer Fund	107,738,805	117,307,178	113,019,605	118,799,208	1.3%
Sustainability & Environ. Services Fund	21,888,088	22,323,558	22,087,188	22,296,431	-0.1%
Convention & Tourism Fund	6,443,216	7,168,305	6,446,961	6,765,959	-5.6%
Municipal Drainage Utility Fund	5,119,513	5,092,613	5,048,113	5,138,115	0.9%
HUD Grant Fund	1,582,264	1,890,971	1,890,971	1,890,971	0.0%
Recreation Revolving Fund	3,345,045	3,096,823	3,424,606	3,429,713	10.7%
Municipal Golf Course Fund	793,461	877,000	761,526	0	-100.0%
Property Management Fund	49,357	44,431	39,431	5,000	-88.7%
Community Access TV Fund	811,276	827,272	824,772	560,855	-32.2%
TOTAL OPERATING FUNDS	\$359,016,504	\$368,370,453	\$357,808,908	\$356,426,273	-3.2%
Debt Service Funds:					
General Obligation	\$38,493,931	\$40,756,202	\$40,606,202	\$42,884,837	5.2%
Water & Sewer Revenue	2,216,025	2,210,000	2,210,000	1,235,000	-44.1%
TOTAL DEBT SERVICE FUNDS	\$40,709,956	\$42,966,202	\$42,816,202	\$44,119,837	2.7%
TOTAL REVENUE & TRANSFERS IN	\$399,726,460	\$411,336,654	\$400,625,109	\$400,546,109	-2.6%
Less: Interfund Transfers	21,931,488	22,071,302	21,312,197	20,775,263	-5.9%
NET BUDGET REVENUE	\$377,794,972	\$389,265,352	\$379,312,912	\$379,770,846	-2.4%
TOTAL AVAILABLE FUNDS	\$452,834,577	\$433,223,693	\$446,451,055	\$421,643,627	-2.7%
APPROPRIATIONS & TRANSFERS OUT					
Operations:					
General Fund	\$213,242,895	\$219,018,795	\$220,260,397	\$223,015,880	1.8%
Water & Sewer Fund	109,613,679	116,482,742	116,098,729	115,316,028	-1.0%
Sustainability & Environ. Services Fund	21,885,908	22,655,239	22,984,871	23,368,932	3.2%
Convention & Tourism Fund	8,105,204	8,617,022	7,919,927	7,550,841	-12.4%
Municipal Drainage Utility Fund	5,297,967	6,018,465	5,767,925	6,243,876	3.7%
HUD Grant Fund	1,582,264	1,890,971	1,890,971	1,890,971	0.0%
Recreation Revolving Fund	3,346,156	3,269,547	3,330,739	3,293,795	0.7%
Municipal Golf Course Fund	797,145	840,349	817,324	0	-100.0%

	Actuals 2008-09	Budget 2009-10	Re-Est 2009-10	Projected 2010-11	% Change 2010-11
Property Management Fund	31,259	7,857	20,365	7,936	1.0%
Community Access TV Fund	895,373	869,337	831,998	804,291	-7.5%
TOTAL OPERATIONS	\$364,797,850	\$379,670,324	\$379,923,246	\$381,492,550	0.5%
Debt Service Funds:					
General Obligation	\$40,735,778	\$42,558,520	\$42,405,175	\$43,279,029	1.7%
Water & Sewer Revenue	2,094,294	2,112,050	2,112,050	1,335,050	-58.2%
TOTAL DEBT SERVICE FUNDS	\$42,830,072	\$44,670,570	\$44,517,225	\$44,614,079	-0.1%
TOTAL APPROPRIATIONS & TRANSFERS OUT	\$407,627,922	\$424,340,894	\$424,440,471	\$426,106,629	0.4%
Less: Interfund Transfers	21,931,488	22,071,302	21,312,197	20,775,263	-5.9%
NET BUDGET APPROPRIATIONS	\$385,696,434	\$402,269,592	\$403,128,274	\$405,331,366	0.8%
ENDING BALANCES					
Operating Funds:					
General Fund	\$42,744,130	\$16,598,183	\$26,749,468	\$1,273,610	-92.3%
Water & Sewer Fund	10,555,173	9,048,466	7,476,049	10,959,229	21.1%
Sustainability & Environ. Services Fund	1,970,455	751,756	1,072,772	271	-100.0%
Convention & Tourism Fund	2,394,612	672,552	921,646	136,765	-79.7%
Municipal Drainage Utility Fund	4,605,320	1,382,338	3,885,508	1,329,747	-3.8%
Recreation Revolving Fund	529,180	205,311	623,047	758,964	269.7%
Municipal Golf Course Fund	55,799	50,109	0	0	-100.0%
Property Management Fund	450,179	469,129	469,245	466,309	-0.6%
Community Access TV Fund	254,378	73,798	247,152	3,716	-95.0%
TOTAL OPERATING FUNDS	\$63,559,226	\$29,251,641	\$41,444,887	\$14,928,610	-49.0%
Debt Service Funds:					
General Obligation	\$3,250,126	\$1,281,744	\$1,451,153	\$1,056,960	-17.5%
Water & Sewer Revenue	328,791	420,716	426,741	326,691	-22.3%
TOTAL DEBT SERVICE FUNDS	\$3,578,917	\$1,702,460	\$1,877,894	\$1,383,651	-18.7%
TOTAL ENDING BALANCES	\$67,138,143	\$30,954,101	\$43,322,781	\$16,312,261	-47.3%
TOTAL APPROPRIATIONS & ENDING BALANCES	\$452,834,577	\$433,223,693	\$446,451,055	\$421,643,627	-2.7%

General Fund

General Fund

	Actual 2008-09	Budget 2009-10	Re-Est 2009-10	Projected 2010-11	% Change 2010-11
UNAPPROPRIATED FUND BALANCE	\$44,741,546	\$25,874,676	\$38,688,828	\$26,749,468	3.4%
Encumbrance Adjustment			4,055,302		
Revenues					
Taxes	\$140,116,915	\$141,395,242	\$137,091,110	\$129,381,136	-8.5%
Franchise Fees	23,586,444	22,197,743	21,375,083	21,697,352	-2.3%
Fines & Forfeits	8,317,559	8,297,385	8,447,530	8,460,201	2.0%
Miscellaneous Revenue	2,041,433	2,309,189	2,248,006	2,460,987	6.6%
Licenses & Permits	4,786,294	4,127,062	4,448,355	4,174,468	1.1%
Charges for Services	10,967,657	11,212,405	11,200,971	11,338,358	1.1%
Intergovernmental Revenue	2,915,578	716,747	727,255	727,255	1.5%
Subtotal Revenues	\$192,731,880	\$190,255,773	\$185,538,310	\$178,239,758	-6.3%
Intragovernmental Transfers	18,513,599	19,486,530	18,727,425	19,300,263	-1.0%
TOTAL REVENUES & TRANSFERS	\$211,245,479	\$209,742,303	\$204,265,735	\$197,540,021	-5.8%
TOTAL RESOURCES	\$255,987,025	\$235,616,979	\$247,009,865	\$224,289,489	-4.8%
APPROPRIATIONS					
Operating Expense					
Salaries & Wages	\$146,725,442	\$150,829,615	\$149,962,669	\$153,408,457	1.7%
Materials & Supplies	5,853,895	6,698,318	7,080,543	6,265,301	-6.5%
Contractual	38,669,581	41,008,161	40,964,712	40,913,153	-0.2%
Community Services Agencies	524,600	529,200	529,200	530,694	0.3%
Sundry	872,890	1,019,279	892,680	761,592	-25.3%
CIP Coming On-Line	0	0	0	2,130,808	
Reimbursements	-1,617,865	-2,420,751	-2,420,751	-2,420,751	0.0%
Subtotal	\$191,028,543	\$197,663,822	\$197,009,053	\$201,589,253	2.0%
Capital Outlay	1,636,365	1,010,000	2,602,813	1,000,000	-1.0%
TOTAL OPERATIONS	\$192,664,908	\$198,673,822	\$199,611,866	\$202,589,253	2.0%
Capital Reserve	\$10,500,000	\$10,500,000	\$10,500,000	\$10,500,000	0.0%
Property & Liability Loss Fund	2,800,000	2,800,000	3,109,227	3,200,000	14.3%
Technology Fund	1,000,000	1,000,000	1,000,000	1,000,000	0.0%
CATV Fund	133,769	134,772	134,772	0	-100.0%
Economic Development	933,965	895,770	890,101	895,770	0.0%
Economic Development Incentive Fund	5,210,253	5,014,431	5,014,431	4,830,856	-3.7%
TOTAL TRANSFERS	\$20,577,987	\$20,344,973	\$20,648,531	\$20,426,626	0.4%
TOTAL APPROPRIATIONS	\$213,242,895	\$219,018,795	\$220,260,397	\$223,015,880	1.8%
UNAPPROPRIATED FUND BALANCE	\$42,744,130	\$16,598,184	\$26,749,468	\$1,273,610	-92.3%
Days of Operation				2	

General Fund Revenue By Source

	Actual 2008-09	Budget 2009-10	Re-Est 2009-10	Projected 2010-11	% Change 2010-11
SOURCE OF INCOME					
Taxes					
Ad Valorem Taxes:					
Current	\$81,759,849	\$81,179,765	\$81,179,765	\$73,564,768	-9.4%
Delinquent	327,376	837,657	837,657	773,210	-7.7%
Penalty & Interest	428,743	418,829	418,829	386,605	-7.7%
Sales Tax	56,487,233	57,821,890	53,501,468	53,501,468	-7.5%
Mixed Drink Tax	997,051	1,015,634	1,031,924	1,033,472	1.8%
Bingo Gross Receipts Tax	93,058	97,862	97,862	98,009	0.2%
Excess Proceeds on Taxes	23,605	23,605	23,605	23,605	0.0%
TOTAL TAXES	\$140,116,915	\$141,395,242	\$137,091,110	\$129,381,136	-8.5%
Franchise Fees					
Electrical Franchise	\$12,107,976	\$11,161,005	\$11,607,976	\$11,724,056	5.0%
Telephone Franchise	4,808,665	4,482,552	4,396,879	4,396,879	-1.9%
Fiber Optics Franchise	18,021	18,021	18,021	18,021	0.0%
Gas Franchise	3,812,138	3,840,729	2,656,771	2,842,745	-26.0%
Cable TV Franchise	2,839,644	2,695,436	2,695,436	2,715,652	0.8%
TOTAL FRANCHISE FEES	\$23,586,444	\$22,197,743	\$21,375,083	\$21,697,352	-2.3%
Fines & Forfeits					
Municipal Court	\$7,944,765	\$7,907,129	\$8,096,442	\$8,108,587	2.5%
Library Fines	372,794	390,256	351,088	351,615	-9.9%
TOTAL FINES & FORFEITS	\$8,317,559	\$8,297,385	\$8,447,530	\$8,460,201	2.0%
Miscellaneous Revenue					
Interest Earnings	\$1,270,999	\$1,300,000	\$1,400,000	\$1,600,000	23.1%
Sale/Rental of Property	150,450	125,193	162,666	162,666	29.9%
Insurance Collections	318,675	336,068	324,520	337,501	0.4%
Sundry	301,309	547,928	360,820	360,820	-34.1%
TOTAL MISCELLANEOUS REVENUE	\$2,041,433	\$2,309,189	\$2,248,006	\$2,460,987	6.6%
Licenses and Permits					
Electricians Licenses	\$39,106	\$22,212	\$22,212	\$18,880	-15.0%
Food Handlers Permits	514,545	491,646	533,616	534,416	8.7%
Land / Burning / Liquid Waste	22,605	20,372	24,970	25,007	22.8%
Grease Trap Permits	39,700	36,560	36,560	36,615	0.2%
Rental Registration Fees	258,680	267,880	267,880	268,282	0.2%
Animal Licenses	85,886	106,404	92,593	92,593	-13.0%
Restaurant Plan Review	29,100	33,345	32,400	32,449	-2.7%
Alarm Permits	1,384,965	1,313,256	1,381,790	1,395,608	6.3%
Filing Fees	107,992	81,440	92,280	78,438	-3.7%
Fire Protection Plan Review	176,066	182,714	170,206	144,675	-20.8%
Building Permits	1,344,323	967,826	1,102,345	936,993	-3.2%
Electrical Permits	67,071	49,402	60,386	51,328	3.9%
Plumbing Permits	166,193	121,188	151,987	129,189	6.6%
Heating & A/C Permits	80,831	60,072	61,409	52,198	-13.1%
Fence Permits	43,238	35,996	38,996	33,147	-7.9%
Swimming Pool Permits	22,898	20,057	21,835	18,560	-7.5%
Pool Inspection	59,025	56,485	56,485	56,570	0.2%
Irrigation Permits	43,149	29,167	29,167	24,792	-15.0%
Day Laborer Fees	16,090	15,520	15,520	15,520	0.0%
Sign Permits	138,595	107,218	107,218	91,135	-15.0%
Reoccupancy Permits	81,928	58,302	69,514	59,087	1.3%
Misc. Licenses & Permits	64,308	50,000	78,987	78,987	58.0%
TOTAL LICENSES & PERMITS	\$4,786,294	\$4,127,062	\$4,448,355	\$4,174,468	1.1%

	Actual 2008-09	Budget 2009-10	Re-Est 2009-10	Projected 2010-11	% Change 2010-11
Fees & Service Charges					
Animal Pound & Adoption Fee	\$202,523	\$249,383	\$231,705	\$231,705	-7.1%
Ambulance Service	3,734,939	3,663,114	3,668,542	3,674,045	0.3%
False Alarm Response	384,789	405,674	364,767	365,314	-9.9%
Emergency 911	1,027,902	1,113,918	1,113,918	1,115,589	0.2%
Interlocal Plan Review	66,751	82,459	39,685	39,745	-51.8%
Contractor Registration Fee	190,983	149,912	176,798	150,278	0.2%
Engineering Inspection Fee	121,596	200,000	120,229	120,229	-39.9%
Residential Building Plan Review	31,463	24,345	24,345	20,693	-15.0%
Reinspection Fee	57,285	50,876	48,885	41,552	-18.3%
File Searches	37,325	37,044	38,207	38,264	3.3%
Same Day Inspection Fee	53,595	42,863	42,155	35,832	-16.4%
Convenience Copiers	15,098	14,986	14,986	15,008	0.2%
Recreation User Fee	547,520	562,500	624,341	624,341	11.0%
Recreation Rental Fee	119,294	92,180	119,294	119,294	29.4%
Swimming Fees	660,931	520,827	600,827	601,728	15.5%
Recreation Membership Card Fee	2,282,752	2,550,276	2,416,659	2,550,276	0.0%
Tennis Center Fee	228,346	197,947	228,346	228,689	15.5%
Food Manager/Handler Training	73,883	65,356	67,719	67,821	3.8%
Ticket Services/Sales	72,192	78,907	78,907	79,025	0.2%
Tree Trimming Assessments	130,391	117,148	130,391	130,587	11.5%
Child Safety Fees	103,147	102,143	102,143	102,296	0.2%
Sundry	824,952	890,547	948,122	986,047	10.7%
TOTAL FEES & SVC CHARGES	\$10,967,657	\$11,212,405	\$11,200,971	\$11,338,358	1.1%
Intergovernmental Revenue					
Payments from Fisd:					
School Crossing Guards	\$24,465	\$0	\$0	\$0	#DIV/0!
School Liaisons	53,986	103,298	103,298	103,298	0.0%
Payments from Pisd:					
School Liaisons	226,241	139,590	139,590	139,590	0.0%
Collin County Library Grant	78,250	81,427	79,675	79,675	-2.2%
Denton County Library Grant	11,200	11,200	10,300	10,300	-8.0%
Plano-Richardson Trng. Ctr. / Misc.	326,397	300,000	313,160	313,160	4.4%
Interlocal Radio System Access	81,232	81,232	81,232	81,232	0.0%
TIF II Payback	2,113,807	0	0	0	0.0%
TOTAL INTERGOVT'L REVENUE	\$2,915,578	\$716,747	\$727,255	\$727,255	1.5%
TOTAL REVENUE	\$192,731,880	\$190,255,773	\$185,538,310	\$178,239,758	-6.3%
Intragovernmental Transfers					
Intra-Fund Transfers From:					
Water & Sewer Fund	\$16,723,973	\$17,689,077	\$16,953,192	\$17,501,409	-1.1%
Sustain. & Environ. Services Fund	886,376	889,114	892,122	894,786	0.6%
Recreation Revolving Fund	155,524	154,841	171,230	171,486	10.7%
Golf Course Fund	44,550	44,550	38,076	0	-100.0%
Convention & Tourism Fund	353,168	358,415	322,348	338,298	-5.6%
Municipal Drainage Fund	350,008	350,533	350,533	350,533	-0.0%
TOTAL INTRAGOV'T'L TRANSFERS	\$18,513,599	\$19,486,530	\$18,727,502	\$19,256,512	-1.2%
TOTAL GENERAL FUND	\$211,245,479	\$209,742,303	\$204,265,812	\$197,496,270	-5.8%

General Obligation Debt Service

	Actual 2008-09	Budget 2009-10	Re-Est 2009-10	Projected 2010-11	% Change 2010-11
UNAPPROPRIATED FUND BALANCE	\$5,491,973	\$3,084,063	\$3,250,126	\$1,451,153	-52.9%
Revenues					
Property Tax					
Current	\$36,700,093	\$39,387,572	\$39,387,572	\$41,638,404	5.7%
Delinquent	155,395	408,626	408,626	431,361	5.6%
Penalty & Interest	197,107	163,450	163,450	172,545	5.6%
Fund Interest Income	368,791	550,000	400,000	500,000	-9.1%
Transfer-Conv. & Tour. Fund	834,120	0	0	0	0.0%
Police Academy Reimbursement	238,425	246,554	246,554	142,527	-42.2%
TOTAL REVENUES	\$38,493,931	\$40,756,202	\$40,606,202	\$42,884,837	5.2%
TOTAL RESOURCES	\$43,985,904	\$43,840,264	\$43,856,328	\$44,335,989	1.1%
APPROPRIATIONS					
Bond and Certificates					
Principal	\$21,615,000	\$22,645,000	\$22,645,000	\$22,640,000	-0.0%
Interest	13,909,338	13,302,651	13,508,720	12,507,540	-6.0%
Transfer to Tech Infrastructure & Public Art	281,588	281,064	281,064	280,325	-0.3%
Transfer to Tax Notes Moto Mesh	2,103,200	2,099,000	2,099,000	2,097,200	-0.1%
Transfer to Tax Notes MotoMesh&Radio Sys Repl	2,659,794	2,678,419	2,678,419	2,694,494	0.6%
Transfer to Tax Notes Radio Sys Repl	96,019	963,725	963,725	969,994	0.0%
Transfer to Tax Notes Radio Sys Repl	0	0	208,407	906,976	
Exchanges Fees & Bond Sale Expense	70,839	10,000	20,840	20,000	100.0%
Subtotal	\$40,735,778	\$41,979,859	\$42,405,175	\$42,116,529	0.3%
New Debt - G.O. Debt	0	366,161	0	1,162,500	217.5%
New Debt-TxNts: Radio Sys Infra Repl	0	212,500	0	0	-100.0%
New Debt	0	578,661	0	1,162,500	100.9%
TOTAL APPROPRIATIONS	\$40,735,778	\$42,558,520	\$42,405,175	\$43,279,029	1.7%
UNAPPROPRIATED FUND BALANCE	\$3,250,126	\$1,281,744	\$1,451,153	\$1,056,960	-17.5%

Water & Sewer

	Actual 2008-09	Budget 2009-10	Re-Est 2009-10	Projected 2010-11	% Change 2010-11
WORKING CAPITAL	\$12,430,047	\$8,224,030	\$10,555,173	\$7,476,049	-9.1%
Revenues					
Water Income	\$54,845,746	\$61,035,890	\$56,856,852	\$62,071,268	1.7%
Sewer Income	49,793,133	53,280,000	53,233,896	53,760,000	0.9%
Water Taps	83,432	92,596	82,643	84,296	-9.0%
Water & Sewer Penalties	1,416,547	1,339,257	1,386,943	1,398,039	4.4%
Water Meters	166,751	138,222	107,736	108,544	-21.5%
Construction Water	237,597	284,372	199,096	200,589	-29.5%
Service Connect Fee	148,253	156,586	145,723	146,816	-6.2%
Backflow Testing	292,425	288,425	329,500	331,971	15.1%
Sewer Tie-On	15,825	15,871	15,871	15,990	0.8%
Pre-Treatment Permits	29,325	28,203	48,575	48,939	73.5%
Interest Earnings	0	35,000	0	20,000	-42.9%
Transfer in for Education Building	148,928	148,928	148,928	148,928	0.0%
Misc. Income	560,843	463,828	463,828	463,828	0.0%
TOTAL REVENUES	\$107,738,805	\$117,307,177	\$113,019,605	\$118,799,208	1.3%
TOTAL RESOURCES	\$120,168,852	\$125,531,207	\$123,574,778	\$126,275,256	0.6%
APPROPRIATIONS					
Operating Expense					
Salaries & Wages	\$9,067,288	\$9,404,695	\$9,386,644	\$9,570,170	1.8%
Materials & Supplies	7,328,577	5,520,370	6,557,799	5,603,176	1.5%
Contractual	4,425,082	5,279,499	5,277,086	5,195,241	-1.6%
NTMWD - Water	29,491,382	33,399,761	33,399,761	37,407,733	12.0%
NTMWD - Wastewater	13,592,292	13,851,825	13,851,825	13,574,788	-2.0%
NTMWD - Upper E. Fork Interceptor	8,116,232	9,093,939	9,093,939	7,729,848	-15.0%
Retirement of NTMWD Debt	822,480	837,195	829,670	837,635	0.1%
Sundry	910,216	388,529	603,512	394,357	1.5%
Reimbursements	315,193	224,300	224,300	224,300	0.0%
Subtotal	\$74,068,742	\$78,000,112	\$79,224,536	\$80,537,248	3.3%
Capital Outlay	163,149	0	1,117,510	0	0.0%
TOTAL OPERATIONS	\$74,231,891	\$78,000,112	\$80,342,046	\$80,537,248	3.3%
Transfer to General Fund	\$16,723,973	\$17,689,077	\$16,953,192	\$17,501,409	-1.1%
Transfer to Debt Service	2,200,000	2,200,000	2,200,000	1,225,000	-44.3%
Transfer to W & S CIP	11,835,000	13,875,000	11,875,000	11,250,000	-18.9%
Transfer to Capital Reserve	1,200,000	1,200,000	1,200,000	1,200,000	0.0%
Transfer to Loss Fund	616,484	716,484	726,422	728,240	1.6%
Transfer to Technology Fund	300,000	300,000	300,000	300,000	0.0%
Transfer to Technology Services	2,406,331	2,402,069	2,402,069	2,474,131	3.0%
Transfer for Sustainability	100,000	100,000	100,000	100,000	0.0%
TOTAL TRANSFERS	\$35,381,788	\$38,482,630	\$35,756,683	\$34,778,780	-9.6%
TOTAL APPROPRIATIONS	\$109,613,679	\$116,482,742	\$116,098,729	\$115,316,028	-1.0%
WORKING CAPITAL	\$10,555,173	\$9,048,464	\$7,476,049	\$10,959,228	21.1%
Days of Operation				50	

Water & Sewer Debt Service

	Actual 2008-09	Budget 2009-10	Re-Est 2009-10	Projected 2010-11
RESERVE FUND				
WORKING CAPITAL	\$0	\$0	\$0	\$0
Fund Interest Income	0	0	0	0
Transfer to W&S Debt Service	0	0	0	0
TOTAL	\$0	\$0	\$0	\$0
FUND BALANCE	\$0	\$0	\$0	\$0
SINKING FUND				
UNAPPROPRIATED FUND BALANCE	\$207,060	\$322,766	\$328,791	\$426,741
Transfer In (W & S Fund)	\$2,200,000	\$2,200,000	\$2,200,000	\$1,225,000
Transfer In (W & S Reserve)	0	0	0	0
Transfer to Escrow & Adj.	0	0	0	0
Transfer In (Water Impact Fees)	0	0	0	0
Transfer In (Sewer Impact Fees)	0	0	0	0
Fund Interest Income	16,025	10,000	10,000	10,000
TOTAL	\$2,216,025	\$2,210,000	\$2,210,000	\$1,235,000
TOTAL RESOURCES	\$2,423,085	\$2,532,766	\$2,538,791	\$1,661,741
APPROPRIATIONS				
Principal	\$1,855,000	\$1,940,000	\$1,940,000	\$1,260,000
Interest	239,294	172,050	172,050	75,050
Fees	0	0	0	0
Subtotal	\$2,094,294	\$2,112,050	\$2,112,050	\$1,335,050
Transfer to Sewer CIP	0	0	0	0
TOTAL TRANSFERS	\$0	\$0	\$0	\$0
TOTAL APPROPRIATIONS	\$2,094,294	\$2,112,050	\$2,112,050	\$1,335,050
UNAPPROPRIATED FUND BALANCE	\$328,791	\$420,716	\$426,741	\$326,691

Sustainability & Environmental Services

	Actual 2008-09	Budget 2009-10	Re-Est 2009-10	Projected 2010-11	% Change 2010-11
WORKING CAPITAL	\$1,968,275	\$1,083,437	\$1,970,455	\$1,072,772	-1.0%
Revenues					
Commercial Franchise	\$6,198,973	\$6,709,797	\$6,335,142	\$6,448,493	-3.9%
Special Refuse Collection	67,216	63,114	73,233	73,343	16.2%
Residential Collection	12,604,378	12,603,597	12,629,055	12,666,942	0.5%
Allied Waste, Inc.	134,017	76,477	76,477	76,477	0.0%
Recycling	103,066	150,000	348,249	398,771	165.8%
Sales of Landscape Bags	40,806	34,913	42,314	42,377	21.4%
Contributions via Utility Billing	11,634	11,600	11,600	11,617	0.2%
Sale of Compost	998,206	1,011,287	1,011,287	1,012,804	0.2%
Tipping Fees	600,027	704,984	704,984	706,041	0.2%
Miscellaneous	539,336	669,170	566,228	569,059	-15.0%
Reimbursements	209,537	188,619	188,619	190,505	1.0%
Sustainability Program Transfer	100,000	100,000	100,000	100,000	0.0%
Trans from Fund Bal for Loan Payoff	280,892	0	0	0	0.0%
TOTAL REVENUES	\$21,888,088	\$22,323,558	\$22,087,188	\$22,296,431	-0.1%
TOTAL RESOURCES	\$23,856,363	\$23,406,995	\$24,057,643	\$23,369,203	-0.2%
APPROPRIATIONS					
Operating Expense					
Salaries & Wages	\$6,046,149	\$6,141,377	\$6,235,414	\$6,383,253	3.9%
Materials & Supplies	403,557	340,290	402,147	343,693	1.0%
Contractual	6,247,668	6,931,873	7,006,606	6,961,281	0.4%
NTMWD	6,883,746	7,725,574	7,725,574	8,158,206	5.6%
Sundry	145,358	70,179	71,151	70,881	1.0%
Reimbursements	22,719	0	95,025	0	0.0%
Subtotal	\$19,749,197	\$21,209,293	\$21,535,917	\$21,917,314	3.3%
Capital Outlay	191,759	0	0	0	0.0%
TOTAL OPERATIONS	\$19,940,956	\$21,209,293	\$21,535,917	\$21,917,314	3.3%
Transfer to General Fund	\$886,376	\$889,114	\$892,122	\$894,786	0.6%
Transfer to Technology Fund	60,000	60,000	60,000	60,000	0.0%
Transfer to W&S Fund-Env. Ed. Bldg.	429,820	157,239	157,239	157,239	0.0%
Transfer to Internal Loan Program	238,797	0	0	0	0.0%
Transfer to Loss Fund	329,959	339,593	339,593	339,593	0.0%
TOTAL TRANSFERS	\$1,944,952	\$1,445,946	\$1,448,954	\$1,451,618	0.4%
TOTAL APPROPRIATIONS	\$21,885,908	\$22,655,238	\$22,984,871	\$23,368,932	3.2%
WORKING CAPITAL	\$1,970,455	\$751,756	\$1,072,772	\$271	-100.0%
Days of Operation				0	

Municipal Drainage Utility

	Actual 2008-09	Budget 2009-10	Re-Est 2009-10	Projected 2010-11	% Change 2010-11
WORKING CAPITAL	\$4,783,774	\$2,308,190	\$4,605,320	\$2,435,508	5.5%
Revenues					
Environmental Assessment Fees:					
Residential Class Fees	\$2,744,139	\$2,741,668	\$2,737,562	\$2,778,625	1.3%
Commercial Class Fees	2,305,567	2,265,945	2,262,551	\$2,296,489	1.3%
Miscellaneous	5,202	0	3,000	3,000	0.0%
Interest Income	64,605	85,000	45,000	60,000	-29.4%
TOTAL REVENUES	\$5,119,513	\$5,092,613	\$5,048,113	\$5,138,115	0.9%
TOTAL RESOURCES	\$9,903,287	\$7,400,803	\$9,653,433	\$7,573,623	2.3%
APPROPRIATIONS					
Operating Expense					
Salaries & Wages	\$1,198,813	\$1,565,735	\$1,454,336	\$1,496,498	-4.4%
Materials & Supplies	243,892	265,464	273,001	268,119	1.0%
Contractual	646,595	861,708	915,999	870,932	1.1%
Sundry	9,803	79,674	3,968	67,889	-14.8%
Reimbursements	268,207	254,039	254,039	254,039	0.0%
Subtotal	\$2,367,310	\$3,026,620	\$2,901,343	\$2,957,476	-2.3%
Capital Outlay	38,505	0	0	0	0.0%
TOTAL OPERATIONS	\$2,405,815	\$3,026,620	\$2,901,343	\$2,957,476	-2.3%
Transfer to General Fund	\$350,008	\$350,533	\$350,008	\$355,258	1.3%
Transfer to Technology Fund	20,000	20,000	20,000	20,000	0.0%
Transfer to Revenue Debt	2,522,144	2,621,312	2,496,574	2,911,142	11.1%
TOTAL TRANSFERS	\$2,892,152	\$2,991,845	\$2,866,582	\$3,286,400	9.8%
TOTAL APPROPRIATIONS	\$5,297,967	\$6,018,465	\$5,767,925	\$6,243,876	3.7%
EST. RESERVE REQUIREMENT			1,450,000		
WORKING CAPITAL	\$4,605,320	\$1,382,338	\$2,435,508	\$1,329,747	-3.8%
Days of Operation				164	

Convention & Tourism

	Actual 2008-09	Budget 2009-10	Re-Est 2009-10	Projected 2010-11	% Change 2010-11
WORKING CAPITAL	\$4,056,600	\$2,121,270	\$2,394,612	\$921,646	-56.6%
Revenues					
Hotel/Motel Receipts	\$3,951,890	\$4,494,486	\$3,873,142	\$4,066,799	-9.5%
Civic Center Fees	2,430,881	2,606,819	2,506,819	2,632,160	1.0%
Miscellaneous	8,249	7,000	7,000	7,000	0.0%
Interest Income	52,196	60,000	60,000	60,000	0.0%
TOTAL REVENUES	\$6,443,216	\$7,168,305	\$6,446,961	\$6,765,959	-5.6%
TOTAL RESOURCES	\$10,499,816	\$9,289,574	\$8,841,573	\$7,687,605	-17.2%
APPROPRIATIONS					
Operating Expenses					
Convention & Visitors Bureau	\$1,447,647	\$1,691,797	\$1,692,484	\$1,703,968	0.7%
Civic Center Operations	3,474,785	4,067,274	4,060,950	4,108,202	1.0%
Support of the Arts	677,710	661,173	580,971	610,020	-7.7%
Historic Preservation	682,710	661,173	580,971	610,020	-7.7%
Special Events	118,655	157,190	162,203	160,334	2.0%
Civic Center Equipment Rpl Fund	364,091	1,000,000	500,000	0	-100.0%
Subtotal	\$6,765,598	\$8,238,607	\$7,577,579	\$7,192,543	-12.7%
Capital Outlay	132,318	0	0	0	0.0%
TOTAL OPERATIONS	\$6,897,916	\$8,238,607	\$7,577,579	\$7,192,543	-12.7%
Transfer to General Fund	\$353,168	\$358,415	\$322,348	\$338,298	-5.6%
Transfer to Technology Fund	20,000	20,000	20,000	20,000	0.0%
Transfer to Debt Service	834,120	0	0	0	0.0%
TOTAL TRANSFERS	\$1,207,288	\$378,415	\$342,348	\$358,298	-5.3%
TOTAL APPROPRIATIONS	\$8,105,204	\$8,617,022	\$7,919,927	\$7,550,841	-12.4%
WORKING CAPITAL	\$2,394,612	\$672,552	\$921,646	\$136,765	-79.7%
Days of Operation				7	

Golf Course

	Actual 2008-09	Budget 2009-10	Re-Est 2009-10	Projected 2010-11	% Change 2010-11
WORKING CAPITAL	\$59,483	\$13,458	\$55,799	\$0	-100.0%
Revenues					
Golf Fees	\$774,382	\$850,000	\$736,526	\$0	-100.0%
Concessions	12,539	15,000	13,000	0	-100.0%
Interest Income	708	1,000	1,000	0	-100.0%
Miscellaneous	5,832	11,000	11,000	0	-100.0%
TOTAL REVENUES	\$793,461	\$877,000	\$761,526	\$0	-100.0%
TOTAL RESOURCES	\$852,944	\$890,458	\$817,324	\$0	-100.0%
APPROPRIATIONS					
Operating Expense					
Salaries & Wages	\$492,338	\$480,118	\$476,370	\$0	-100.0%
Supplies	60,002	87,310	80,798	0	-100.0%
Contractual Services	198,662	226,371	220,080	0	-100.0%
Sundry Charges	1,593	2,000	2,000	0	-100.0%
Subtotal	\$752,595	\$795,799	\$779,248	\$0	-100.0%
Capital Outlay	0	0	0	0	0.0%
TOTAL OPERATIONS	\$752,595	\$795,799	\$779,248	\$0	-100.0%
Transfer to General Fund	44,550	44,550	38,076	0	-100.0%
TOTAL TRANSFERS	\$44,550	\$44,550	\$38,076	\$0	-100.0%
TOTAL APPROPRIATIONS	\$797,145	\$840,349	\$817,324	\$0	-100.0%
WORKING CAPITAL	\$55,799	\$50,109	\$0	\$0	-100.0%
Days of Operation					

**** Municipal Golf Course is scheduled to close for renovations on October 1, 2010. Estimated re-opening is scheduled for October 2011.**

Recreation Revolving

	Actual 2008-09	Budget 2009-10	Re-Est 2009-10	Projected 2010-11	% Change 2010-11
WORKING CAPITAL	\$530,291	\$378,035	\$529,180	\$623,047	64.8%
Revenues					
Recreation Fees	\$3,279,909	\$3,039,167	\$3,350,906	\$3,355,932	10.4%
Contributions	24,726	15,600	18,700	18,728	20.1%
Interest Income	19,291	14,000	20,000	20,000	42.9%
Sundry	21,119	28,056	35,000	35,052	24.9%
TOTAL REVENUES	\$3,345,045	\$3,096,823	\$3,424,606	\$3,429,713	10.7%
TOTAL RESOURCES	\$3,875,336	\$3,474,858	\$3,953,786	\$4,052,760	16.6%
APPROPRIATIONS					
Operating Expense					
Salaries & Wages	\$1,359,129	\$1,351,047	\$1,317,318	\$1,340,905	-0.8%
Materials & Supplies	232,334	209,362	216,052	211,456	1.0%
Contractual	1,572,163	1,523,789	1,594,189	1,539,136	1.0%
Sundry	27,006	30,508	31,950	30,813	1.0%
Subtotal	\$3,190,632	\$3,114,706	\$3,159,509	\$3,122,310	0.2%
Capital Outlay	0	0	0	0	0.0%
TOTAL OPERATIONS	\$3,190,632	\$3,114,706	\$3,159,509	\$3,122,310	0.2%
Transfer to General Fund	\$155,524	\$154,841	\$171,230	\$171,486	10.7%
TOTAL TRANSFERS	\$155,524	\$154,841	\$171,230	\$171,486	10.7%
TOTAL APPROPRIATIONS	\$3,346,156	\$3,269,547	\$3,330,739	\$3,293,795	0.7%
WORKING CAPITAL	\$529,180	\$205,311	\$623,047	\$758,964	269.7%
Days of Operation				89	

Property Management

	Actual 2008-09	Budget 2009-10	Re-Est 2009-10	Projected 2010-11	% Change 2010-11
WORKING CAPITAL	\$432,081	\$432,555	\$450,179	\$469,245	8.5%
Revenues					
Rents	\$42,309	\$39,431	\$34,431	\$0	-100.0%
Interest	7,048	5,000	5,000	5,000	0.0%
TOTAL REVENUES	\$49,357	\$44,431	\$39,431	\$5,000	-88.7%
TOTAL RESOURCES	\$481,438	\$476,986	\$489,610	\$474,245	-0.6%
APPROPRIATIONS					
Operating Expense					
Materials & Supplies	\$315	\$500	\$500	\$505	1.0%
Contractual	30,944	7,357	19,865	7,431	1.0%
Subtotal	31,259	7,857	20,365	7,936	1.0%
TOTAL OPERATIONS	\$31,259	\$7,857	\$20,365	\$7,936	1.0%
TOTAL APPROPRIATIONS	\$31,259	\$7,857	\$20,365	\$7,936	1.0%
WORKING CAPITAL	\$450,179	\$469,129	\$469,245	\$466,309	-0.6%

Community Access TV

	Actual 2008-09	Budget 2009-10	Re-Est 2009-10	Projected 2010-11	% Change 2010-11
WORKING CAPITAL	\$338,475	\$115,863	\$254,378	\$247,152	113.3%
Revenues					
Plano Television Network Fee	\$258,945	\$285,000	\$285,000	\$305,855	7.3%
Interest Income	5,853	7,000	4,500	4,500	-35.7%
Cable Community Grant	150,000	150,000	150,000	0	-100.0%
Transfer In Gen Fund - Franchise Fees	133,769	134,772	134,772	0	-100.0%
Transfer In Technology Fund	250,000	250,000	250,000	250,000	0.0%
Miscellaneous	12,709	500	500	500	0.0%
TOTAL REVENUES	\$811,276	\$827,272	\$824,772	\$560,855	-32.2%
TOTAL RESOURCES	\$1,149,751	\$943,135	\$1,079,150	\$808,007	-14.3%
APPROPRIATIONS					
Operating Expense					
Salaries & Wages	\$771,442	\$651,650	\$647,062	\$660,195	1.3%
Materials & Supplies	55,540	55,885	81,839	56,444	1.0%
Contractual	67,937	84,302	100,597	85,128	1.0%
Sundry	2,396	2,500	2,500	2,525	1.0%
Equipment Replacement	0	75,000	0	0	-100.0%
Subtotal	897,315	869,337	831,998	804,291	-7.5%
Capital Outlay	-1,942	0	0	0	0.0%
TOTAL APPROPRIATIONS	895,373	869,337	831,998	804,291	-7.5%
WORKING CAPITAL	\$254,378	\$73,798	\$247,152	\$3,716	-95.0%
Days of Operation				2	

Property and Liability Loss

	Actual 2008-09	Budget 2009-10	Re-Est 2009-10	Projected 2010-11	% Change 2010-11
WORKING CAPITAL	\$1,690,722	\$185,922	\$465,279	\$297,566	60.0%
Resources					
General Fund Transfer In	\$2,800,000	\$2,800,000	\$3,109,727	\$3,200,000	14.3%
Water & Sewer Fund Transfer In	616,484	716,484	726,422	728,240	1.6%
Sustain. & Env. Svcs. Fund Transfer In	329,959	339,593	339,593	325,000	-4.3%
Claims Recovered	74,974	200,000	200,000	200,000	0.0%
Interest Earned	67,805	100,000	33,072	35,000	-65.0%
TOTAL REVENUES	\$3,889,222	\$4,156,077	\$4,408,814	\$4,488,240	8.0%
TOTAL RESOURCES	\$5,579,944	\$4,341,999	\$4,874,093	\$4,785,806	10.2%
APPROPRIATIONS					
Workers' Compensation	\$2,027,355	\$1,200,000	\$1,500,000	\$1,500,000	25.0%
Judgements and Damages	666,668	1,000,000	1,000,000	1,000,000	0.0%
Risk Management Operations	2,420,642	1,901,329	2,076,527	2,100,973	10.5%
TOTAL APPROPRIATIONS	\$5,114,665	\$4,101,329	\$4,576,527	\$4,600,973	12.2%
UNAPPROPRIATED FUND BALANCE	\$465,279	\$240,670	\$297,566	\$184,833	-23.2%

Capital Reserve

	Actual 2008-09	Budget 2009-10	Re-Est 2009-10	Projected 2010-11	% Change 2010-11
WORKING CAPITAL	\$37,446,122	\$26,017,371	\$38,907,914	\$22,239,914	-14.5%
Revenues					
General Fund Transfer In	\$10,500,000	\$10,500,000	\$10,500,000	\$10,500,000	0.0%
Water & Sewer Transfer In	1,200,000	1,200,000	1,200,000	1,200,000	0.0%
Fund Interest Earnings	584,348	550,000	375,000	400,000	-27.3%
Rollback Taxes	263,577	300,000	100,000	100,000	-66.7%
Transfer from Developer's Escrow	1,093,249	0	0	0	
Reimbursement from Collin County	1,404,847	1,500,000	1,500,000	0	
Screening Walls	0	2,500	0	0	-100.0%
TOTAL REVENUE	\$15,052,521	\$14,052,500	\$13,675,000	\$12,200,000	-13.2%
TOTAL RESOURCES	\$52,498,643	\$40,069,871	\$52,582,914	\$34,439,914	-14.1%
APPROPRIATIONS					
Streets & Drainage Projects	\$6,895,227	\$9,354,000	\$15,214,000	\$9,294,000	-0.6%
Park Improvement Projects	3,157,491	4,580,000	7,121,000	3,630,000	-20.7%
Municipal Facilities Projects	3,530,628	2,319,000	7,788,000	2,172,000	-6.3%
Water & Sewer Projects	228,325	450,000	220,000	450,000	0.0%
Audit Adjustment	-220,942	0	0	0	0.0%
TOTAL OPERATIONS	\$13,590,729	\$16,703,000	\$30,343,000	\$15,546,000	-6.9%
TOTAL APPROPRIATIONS	\$13,590,729	\$16,703,000	\$30,343,000	\$15,546,000	-6.9%
WORKING CAPITAL	\$38,907,914	\$23,366,871	\$22,239,914	\$18,893,914	-19.1%



Budget Calendar

OPERATING BUDGET CALENDAR Fiscal Year 2010-11

February 8	<p>Personnel worksheets issued for verification.</p> <p>Budget & Research Department issues calendar and instructions for requesting the following internal review items:</p> <ul style="list-style-type: none"> building modifications cellular telephones & communications devices copiers furniture and office equipment G.I.S. software/hardware technology requests leased space microfilming radios, radio systems, and maintenance special mail-outs telecommunications and phone equipment/lines vehicles and major equipment other major capital outlay/specialty items
February 19	<p>Requests due to service departments for internal review items listed above.</p> <p>Changes to Personnel worksheets due to Budget & Research Department.</p>
February 26	<p>Estimated cost list of frequently purchased items due to Budget & Research Department from Purchasing, Public Safety Communications Telecommunications, and Technology Services for inclusion in the Budget Preparation Manual.</p> <p>Various Departments submit indicators to Budget & Research Department for inclusion in the Budget Preparation Manual.</p> <p>Preliminary FY 2010-11 Personnel requests submitted to Technology Services, Human Resources, and City Manager.</p> <p>Equipment Services distributes recommendations for vehicle and rolling stock replacements.</p>
March 11	<p>Budget & Research Department meets with City Manager and Deputy City Managers to present mid-year revenue and expenditure forecast, review preliminary assumptions, and set budget parameters, targets, and goals. Status of the Community Investment Program is also discussed.</p>
March 15	<p>Cost information and recommendations due back to Departments on internal review items.</p>
March 18, 22	<p>Budget & Research Department staff provides training on instructions, forms, automation, supplements, and other issues.</p>
March 22	<p>Budget & Research Department presents FY 2009-10 Status Report and Three-Year Financial Summary to City Council for review and input.</p>
March 23	<p>At Management Team meeting, Budget & Research Department gives overview and distributes instructions, forms, and departmental targets.</p>
April 9	<p>Budget & Research Department re-assesses revenue estimates for the current and upcoming year and advises the City Manager of these changes.</p>

April 19 - May 7	Citizen input meetings in community with specific groups, including the Chamber of Commerce and Homeowners Council, as requested.
May 7	All departmental Operating Budgets due to area Deputy City Managers.
May 14	All departmental Operating Budget requests due in Budget & Research Department.
May 17 - June 16	Budget & Research Department compiles total Operating Budget requests and Community Investment Program requests.
June 10	Technology Services Steering Committee prioritizes all departmental Technology requests and submits recommendation to the City Manager.
June 16	Budget & Research Department presents total request to City Manager with highlights, issues, options, and recommendations.
June 2, 16, & 17	City Manager reviews Operating Budget and Community Investment Program with all department heads.
June 25	City Manager gives final instructions to Budget & Research Department.
July 7	Budget & Research Department notifies departments of preliminary funded FY 2010-11 requests and/or reductions.
July 16	Draft Operating Budget and Community Investment Program submitted to City Manager for review.
July 28	City Manager submits FY 2010-11 Recommended Budget and Proposed Community Investment Program to City Council.
August 9	Presentation of Proposed Community Investment Program to the City Council. Public Hearing on Operating Budget and Community Investment Program. Approval of Appraisal Roll. Vote on proposed tax rate increase, if necessary.
August 14	City Council/Budget Work Session.
August 23	1st Public Hearing on tax rate. (If Required)
September 1	2nd Public Hearing on tax rate. (If Required)
September 13	City Council adopts Operating Budget, Community Investment Program, and sets Tax Rate.
October 1	New fiscal year begins.

The Budget & Research Department reserves the right to make changes to this calendar, as required or may be appropriate, to facilitate the timely execution of tasks and required productions of publications.

History of Tax Base

HISTORY OF TAX BASE IN PLANO AND PROJECTION FOR 2010-11

As of Jan.1	Taxable Value	New Property	Existing Tax Base	Change In Total Value \$	Change In Total %	Change In Base \$	Change In Base %
1999	\$13,318,803,313	\$973,732,898	\$12,345,070,415	\$1,659,783,922	14.24%	\$686,051,024	5.88%
2000	\$14,970,714,724	\$1,075,343,168	\$13,895,371,556	\$1,651,911,411	12.40%	\$576,568,243	4.33%
2001	\$16,951,975,217	\$1,209,831,901	\$15,742,143,316	\$1,981,260,493	13.23%	\$771,428,592	5.15%
2002	\$18,923,096,351	\$952,719,113	\$17,970,377,238	\$1,971,121,134	11.63%	\$1,018,402,021	6.01%
2003	\$20,194,219,506	\$913,900,252	\$19,280,319,254	\$1,271,123,155	6.72%	\$357,222,903	1.89%
2004	\$20,398,670,327	\$434,730,669	\$19,963,939,658	\$204,450,821	1.01%	(\$230,279,848)	-1.14%
2005	\$20,869,734,810	\$328,684,415	\$20,541,050,395	\$471,064,483	2.31%	\$142,380,068	0.70%
2006	\$21,649,265,385	\$376,517,872	\$21,272,747,513	\$779,530,575	3.74%	\$403,012,703	1.93%
2007	\$22,829,141,312	\$556,469,319	\$22,272,671,993	\$1,179,875,927	5.45%	\$623,406,608	2.88%
2008	\$24,511,500,675	\$568,050,666	\$23,943,450,009	\$1,682,359,363	7.37%	\$1,114,308,697	4.88%
2009	\$25,785,315,308	\$559,678,673	\$25,225,636,635	\$1,273,814,633	5.20%	\$714,135,960	2.91%
2010	\$25,507,218,156	\$380,409,056	\$25,126,809,100	(\$278,097,152)	-1.08%	(\$658,506,208)	-2.55%
2011	\$24,398,264,127	\$200,000,000	\$24,198,264,127	(\$1,108,954,029)	-4.35%	(\$1,308,954,029)	-5.13%

Ad Valorem Tax Analysis

Three-Year Financial Forecast					
Ad Valorem Tax Analysis					
Existing Property Values			-5.00%	0.00%	1.00%
New Property Growth			200,000,000	400,000,000	400,000,000
	2008-09	2009-10	2010-11	2011-12	2012-13
	Actual	Budget	Projected	Projected	Projected
Analysis of Tax Rate					
Total Taxable Value	\$25,785,315,308	\$25,507,218,156	\$24,398,264,127	\$24,798,264,127	\$25,480,216,390
Change in Total Value (\$)	1,273,814,633	-278,097,152	-1,108,954,029	400,000,000	681,952,263
Change in Total Value (%)	5.20%	-1.08%	-4.35%	1.64%	2.75%
Tax Rate	0.4735	0.4886	0.4886	0.4886	0.4886
Levy	122,093,468	124,628,268	119,209,919	121,164,319	124,496,337
Current Collections	118,459,942	123,381,985	118,017,819	119,952,675	123,251,374
Current Collections Percent	97.0%	99.0%	99.0%	99.0%	99.0%
Delinquent Collections	482,771	1,246,283	1,192,099	1,211,643	1,244,963
Penalty & Interest	625,850	582,279	552,913	559,622	573,662
Total Collections	119,568,563	125,210,546	119,762,832	121,723,941	125,069,999
Total Current Levy	97.9%	100.5%	100.5%	100.5%	100.5%
Debt Allocation					
Rate	0.1467	0.1602	0.1768	0.1863	0.1916
Current Collections	36,700,093	39,387,572	41,638,404	44,636,637	47,195,477
Delinquent Collections	155,395	408,626	431,361	461,992	488,201
Penalty & Interest	197,107	163,450	172,545	184,797	195,280
General Fund Allocation					
Rate	0.3268	0.3284	0.3118	0.3023	0.2970
Current Collections	81,759,849	81,179,765	73,564,768	72,467,219	73,171,198
Delinquent Collections	327,376	837,657	760,738	749,652	756,762
Penalty & Interest	428,743	418,829	380,369	374,826	378,381
One Cent Equivalent on Tax Rate			\$2,415,428	\$2,455,028	\$2,522,541

Transfers

Three-Year Financial Forecast Transfers

GENERAL FUND

	2008-09 Actual	2009-10 Budget	2009-10 Re-Est.	2010-11 Projected	2011-12 Projected	2012-13 Projected
Transfers To:						
Capital Reserve	\$10,500,000	\$10,500,000	\$10,500,000	\$10,500,000	\$10,500,000	\$10,500,000
Property & Liability Loss	2,800,000	2,800,000	3,109,227	3,200,000	2,500,000	2,500,000
Technology Fund	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
CATV Fund	133,769	134,772	134,772	0	0	0
Economic Development	933,965	895,770	890,101	895,770	904,728	913,775
Eco.Dev. Incentive	5,210,253	5,014,431	5,014,431	4,830,856	4,910,056	5,045,083
Total Transfers	\$20,577,987	\$20,344,973	\$20,648,531	\$20,426,626	\$19,814,784	\$19,958,858

GENERAL OBLIGATION DEBT FUND

	2008-09 Actual	2009-10 Budget	2009-10 Re-Est.	2010-11 Projected	2011-12 Projected	2012-13 Projected
Transfers To:						
Tech Infra.& Public Art	\$281,588	\$281,064	\$281,064	\$280,325	\$284,376	\$283,000
Tax Notes - Moto Mesh	2,103,200	2,099,000	2,099,000	2,097,200	2,092,600	2,085,200
Tax Notes - Moto & Radio	2,659,794	2,678,419	2,678,419	2,694,494	2,717,869	2,733,469
Tax Notes - Radio Repl.	96,019	963,725	963,725	969,994	980,644	990,619
Tax Notes - Radio Repl.	0	0	208,407	906,976	905,476	903,776
Total Transfers	\$5,140,601	\$6,022,208	\$6,230,615	\$6,948,989	\$6,980,965	\$6,996,064

WATER & SEWER FUND

	2008-09 Actual	2009-10 Budget	2009-10 Re-Est.	2010-11 Projected	2011-12 Projected	2012-13 Projected
Transfer To:						
General Fund	\$16,723,973	\$17,689,077	\$16,953,192	\$17,501,409	\$18,376,479	\$19,295,303
Debt Service Fund	2,200,000	2,200,000	2,200,000	1,225,000	400,710	0
Water & Sewer CIP	11,835,000	13,875,000	11,875,000	11,250,000	12,000,000	12,000,000
Capital Reserve	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000
Property & Liability Loss	616,484	716,484	726,422	728,240	764,652	802,885
Technology Fund	300,000	300,000	300,000	300,000	300,000	300,000
Technology Services	2,406,331	2,402,069	2,402,069	2,747,131	2,548,355	2,624,806
Reserve Fund	0	0	0	0	2,500,000	3,000,000
Sustainability	100,000	100,000	100,000	100,000	100,000	100,000
Total Transfers	\$35,381,788	\$38,482,630	\$35,756,683	\$34,778,780	\$38,190,196	\$39,322,994

SUSTAINABILITY & ENVIRONMENTAL SERVICES FUND

	2008-09 Actual	2009-10 Budget	2009-10 Re-Est.	2010-11 Projected	2011-12 Projected	2012-13 Projected
Transfers To:						
General Fund	\$886,376	\$889,114	\$892,122	\$894,786	\$895,677	\$897,460
Technology Fund	60,000	60,000	60,000	60,000	60,000	60,000
Internal Loan	238,797	0	0	0	0	0
Property & Liability Loss	329,959	339,593	339,593	339,593	339,593	339,593
W&S-Env. Edu. Bldg.	429,820	157,239	157,239	157,239	157,239	157,239
Total Transfers	\$1,944,952	\$1,445,946	\$1,448,954	\$1,451,618	\$1,452,509	\$1,454,292

MUNICIPAL DRAINAGE FUND

	2008-09 Actual	2009-10 Budget	2009-10 Re-Est.	2010-11 Projected	2011-12 Projected	2012-13 Projected
Transfers To:						
General Fund	\$350,008	\$350,533	\$350,008	\$355,258	\$355,436	\$355,791
Technology Fund	20,000	20,000	20,000	20,000	20,000	20,000
Revenue Debt	2,522,144	2,621,312	2,496,574	2,911,142	3,122,472	3,279,020
Total Transfers	\$2,892,152	\$2,991,845	\$2,866,582	\$3,286,400	\$3,497,907	\$3,654,811

CONVENTION & TOURISM FUND

	2008-09 Actual	2009-10 Budget	2009-10 Re-Est.	2010-11 Projected	2011-12 Projected	2012-13 Projected
Transfers To:						
General Fund	\$353,168	\$358,415	\$322,348	\$338,298	\$345,015	\$351,867
Technology Fund	20,000	20,000	20,000	20,000	20,000	20,000
Debt Service	834,120	0	0	0	0	0
Total Transfers	\$1,207,288	\$378,415	\$342,348	\$358,298	\$365,015	\$371,867

MUNICIPAL GOLF COURSE FUND

	2008-09 Actual	2009-10 Budget	2009-10 Re-Est.	2010-11 Projected	2011-12 Projected	2012-13 Projected
Transfers To:						
General Fund	\$44,550	\$44,550	\$44,550	\$38,076	\$0	\$0
Total Transfers	\$44,550	\$44,550	\$44,550	\$38,076	\$0	\$0

RECREATION REVOLVING FUND

	2008-09 Actual	2009-10 Budget	2009-10 Re-Est.	2010-11 Projected	2011-12 Projected	2012-13 Projected
Transfers To:						
General Fund	\$155,524	\$154,841	\$171,230	\$171,486	\$171,576	\$171,751
Total Transfers	\$155,524	\$154,841	\$171,230	\$171,486	\$171,576	\$171,751

Projected CIP Impact

Projected CIP Impact

PROJECTED GENERAL FUND O&M EXPENSES COMMUNITY INVESTMENT PROGRAM			
	2010-11	2011-12	2012-13
CIP O&M EXPENDITURES			
Fire Station #12	10,785	-	-
Warehouse Logistic Facility	6,224	-	-
Emergency Operations Center	14,090	-	-
Fire Station #13	1,485,577	314,188	-
Fire Apparatus	411,739	2,607,674	274,492
Fire Station #2 Expansion	-	16,450	-
Fire Station #4 Expansion	16,270	-	-
Fire Station #6 Expansion	-	-	2,940
Animal Shelter Expansion	36,037	-	-
Environmental Education Building	43,603	-	-
Archgate Park Maintenance	-	9,805	-
09 Athletic Field Improvements	-	11,450	11,450
09 Athletic Field Renovations	-	9,375	9,375
Carpenter Expansion/Senior Center	30,000	105,780	-
09 Land Acquisitions	-	100,000	60,000
Legacy Trail	-	154,710	-
09 Maintenance Facility Expansion	7,309	28,465	-
09 Oak Point Center Expansion	-	-	51,450
Oak Point Park Development - Visitor Center	-	22,910	70,565
09 Oak Point Park Development	-	-	264,246
Oak Point Park Maintenance	-	10,115	29,929
09 Park Improvements	57,300	57,300	57,300
09 Senior Center/Wellness Center	-	94,011	181,793
Special Use Facilities	-	10,000	-
Technology Service Remodel	-	-	121,550
09 Trail Connections	11,875	11,875	11,875
Total CIP O&M Expenditures	\$2,130,808	\$3,564,108	\$1,146,965
Tax Rate Impact	0.88	1.45	0.45

*Projected costs include existing planned facility and park projects. Additional or reduced costs may occur for other facilities contingent on the strategic plan and City Council decisions. For purposes of this forecast, no new Arts of Collin County related O&M costs are included in this projection.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/22/2010		
Department:		Police		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): Pam Haines, Ext 2538				
CAPTION				
Conduct a public hearing on the need to continue the City of Plano's Juvenile Curfew Ordinance (Ordinance No. 94-11-11); to receive a city staff report on the effectiveness of the Juvenile Curfew Ordinance; and to determine whether the ordinance should be abolished, continued, or modified.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact.				
SUMMARY OF ITEM				
Section § 370.002 of the Texas Local Government Code requires that every three years the City Council review its juvenile curfew ordinance (Ordinance No. 94-11-11) to determine its effect on the community and on problems the ordinance was intended to remedy; to conduct a public hearing on the need to continue the ordinance; and to decide whether to abolish, continue or modify the curfew ordinance.				
List of Supporting Documents: Memo, Exhibit "A" & "B"			Other Departments, Boards, Commissions or Agencies	



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Plano, Texas 75086-0358
972-424-5678
Fax 972-424-0099
<http://www.planopolice.org>

MEMORANDUM

DATE: March 9, 2010
TO: Bruce D. Glasscock, Deputy City Manager
FROM:  Gregory W. Rushin, Chief of Police
SUBJECT: Juvenile Curfew Ordinance

Texas Local Government Code Section 370.002, as added by the 74th Legislature, reads:

(a) Before the third anniversary of the date of adoption of a juvenile curfew ordinance by a general-law municipality or a home-rule municipality or an order of a county commissioners court, and every third year thereafter, the governing body of the general-law municipality or home-rule municipality or the commissioners court of the county shall:

- (1) Review the ordinance or order's effects on the community and on problems the ordinance or order was intended to remedy;
- (2) Conduct public hearings on the need to continue the ordinance or order; and
- (3) Abolish, continue, or modify the ordinance or order.

(b) Failure to act in accordance with Subsections (a)(1)-(3) shall cause the ordinance or order to expire.

SUMMARY

1. It is the position of the Police Department and the Municipal Court that the Juvenile Curfew Ordinance is an effective tool in providing for the protection of minors and the general public, and for the reduction of the incidence of juvenile criminal activities. It is recommended that Council continue the Juvenile Curfew Ordinance in its current form. The reasons for this conclusion are explained below.

TERMINOLOGY

The following terms are used in this report; these definitions should be helpful:

1. Minor – used in the City of Plano curfew ordinance; means a person younger than 17.
2. Juvenile – used by the Police Department Planning and Research Unit; means a person younger than 18 and is applicable only to the City of Plano population numbers.
3. Juvenile offense – determined by state law; means any conduct that violates a penal law of this state or a political subdivision; includes status offenses such as runaway and truancy; state law defines a juvenile as a person aged 10, but younger than 17.

OVERVIEW OF PLANO'S ORDINANCE:

Our curfew ordinance restricts minors from being in a public place, or on a business premise, during curfew hours. Curfew hours are from 11:00 pm until 6:00 am, Sunday through Thursday; and 12:01 am through 6:00 am on Friday and Saturday. There are also penalties for parents and business owners who permit minors to engage in the prohibited conduct. The ordinance includes exemptions for minors who are out during curfew hours for certain, specific purposes. Persons younger than age 10 would not be cited – enforcement action in such a case would be directed at a parent or business owner, if appropriate. A copy of the ordinance is attached for your convenience (Exhibit "A").

DATA USED IN ORDINANCE REVIEW:

The Police Department, with the assistance the Municipal Court Clerk's office, the Plano Independent School District (PISD), and the Frisco Independent School District (FISD), reviewed data pertaining to the ordinance and its effects. A short summary of that information follows and is offered to the Council to facilitate this review.

1. PISD records indicate that as of February 2010, the 2009/2010 school year population for students in elementary school was 25,932, an increase of 9 students over the 2006/07 school year elementary student population. The PISD middle school student population for 2009/2010 was 12,461, an increase of 358 students. The Frisco Independent School District (FISD), which has Fowler Middle School in Plano, reports that the 2009/10 middle school student population at Fowler was 973, an increase of 266 students over the 2006/07 school year. PISD high school (9th and 10th Grades) student population for the 2009/10 school year was 15,437, an increase of 170 students above the 2006/07 school year. These student populations represent the vast majority of persons who are affected by the curfew ordinance, i.e. persons younger than 17
2. Data obtained by the Police Department's Planning and Research Unit from the U.S. Census Bureau indicates the number of juveniles in Plano increased approximately .20 of a percent from 67,416 in 2006 to 67,550 in 2008.*

**2008 data is the latest data available from the U.S. Census Bureau's American Community Survey (ACS)*

3. From 1991 to 1994, with no curfew ordinance in effect, there was a rise in crimes involving minor offenders. In fact, from 1991 through 1993, the number of minors involved in violent offenses increased approximately 75 percent. Since the ordinance was adopted in 1994, although the juvenile population has increased, the number of offenses committed by minors during curfew hours has declined, and the trend line continues downward. See attached graph (Exhibit "B").
4. The number of crimes for which minors were arrested or cited for during curfew hours declined by 19.45 percent between 2007 and 2009.
5. Court records indicate that approximately 440 notices were issued to minors in Plano for violation of the Juvenile Curfew ordinance from March 1, 2007 through February 28, 2010 (an average of 147 each year).
6. The Municipal Court Judges see the curfew violations as an opportunity to refer first time offenders into various programs that require parental cooperation to resolve the charges. The violations normally do not result in fines, but instead involve counseling and the performance of a specified number of hours of community service, e.g. the First Offender program. According to Plano Municipal

Court records from March 2007 through February 2010, a vast majority of the Juvenile Curfew Ordinance violators (more than 82 percent) were referred to either Teen Court or the First Offender program.

7. Police Officers use the ordinance as a tool for the protection of minors and the general public, and for the reduction of the incidence of juvenile criminal activities.

CONCLUSION:

The ordinance has proven to be an effective tool in curbing crimes committed by, and against, persons younger than 17. I recommend that the City of Plano continue the current Juvenile Curfew Ordinance with no changes.



Gregory W. Rushin
Chief of Police

GWR/dra

Attachment

EXHIBIT "A"

CITY OF PLANO CODE OF ORDINANCES
ARTICLE III. JUVENILE CURFEW*

***Editor's note:** Ord. No. 94-11-11, § I, adopted Nov. 14, 1994, repealed Ord. No. 94-10-36, adopted October 24, 1994, in effect repealing Ch. 14, Art. III, §§ 14-46--14-50, which pertained to juvenile curfew and derived from Ordinance No. 94-10-36. Section II of Ord. No. 94-11-11 adopted new provisions as Art. III of this chapter to read as herein set out.

Cross references: Youth advisory commission, § 2-231 et seq.

Sec. 14-46. Definitions.

In this article:

Civic organization means a nonprofit organization that sponsors or conducts social or recreational activities for youths.

Curfew hours means 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday or Thursday, until 6:00 a.m. of the following day; and 12:01a.m. until 6:00 a.m. on any Saturday or Sunday.

Emergency means an unforeseen circumstance or the resulting state that calls for immediate action. "Emergency" includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.

Establishment means any privately-owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.

Guardian means a person who, under court order, is the guardian of the person of a minor, or a public or private agency with whom a minor has been placed by a court.

Minor means any person under seventeen (17) years of age.

Operator means any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.

Parent means a person who is a natural parent, adoptive parent, or stepparent of another person; or at least eighteen (18) years of age and authorized by a parent or guardian to have the care and custody of a minor.

Public place means any place to which the public or substantial group of the public has access and includes, but is not limited to, streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.

Remain means to linger or stay; or fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.

Serious bodily injury means bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

(Ord. No. 94-11-11. § II, 11-14-94)

EXHIBIT "A"

Sec. 14-47. Offenses.

- (a) A minor commits an offense if he or she remains in any public place or on the premises of any establishment within the city during curfew hours.
- (b) A parent or guardian of a minor commits an offense if he or she knowingly permits, or by insufficient control allows, the minor to remain in any public place or on the premises of any establishment within the city during curfew hours.
- (c) The owner, operator, or any employee of an establishment commits an offense if he or she knowingly allows a minor to remain upon the premises of the establishment during curfew hours.

(Ord. No. 94-11-11. § II, 11-14-94)

Sec. 14-48. Defenses.

- (a) It is a defense to prosecution under section 14-47 that the minor was:
 - (1) Accompanied by the minor's parent or guardian;
 - (2) On an errand at the direction of the minor's parent or guardian, without any detour or stop;
 - (3) In a motor vehicle involved in interstate travel;
 - (4) Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
 - (5) Involved in an emergency
 - (6) On the sidewalk abutting the minor's residence or abutting the residence of a next-door neighbor if the neighbor did not complain to the police department about the minor's presence;
 - (7) Attending an official school, religious, or other recreational activity supervised by adults and sponsored by the city, a civic organization, or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious, or other recreational activity supervised by adults and sponsored by the city, a civic organization, or another similar entity that takes responsibility for the minor.
 - (8) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly;
 - (9) Married or had been married or had disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code, as amended.
- (b) It is a defense to prosecution under section 14-47(c) that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

(Ord. No. 94-11-11. § II, 11-14-94)

EXHIBIT "A"

Sec. 14-49 Enforcement.

Before taking any enforcement action under this article, a police officer shall ask the apparent offender's age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this section unless the officer reasonably believes that an offense has occurred and that, based on any response and other circumstances, no defense in section 14-48 is present.

(Ord. No. 94-11-11. § II, 11-14-94)

Sec. 14-50. Penalty.

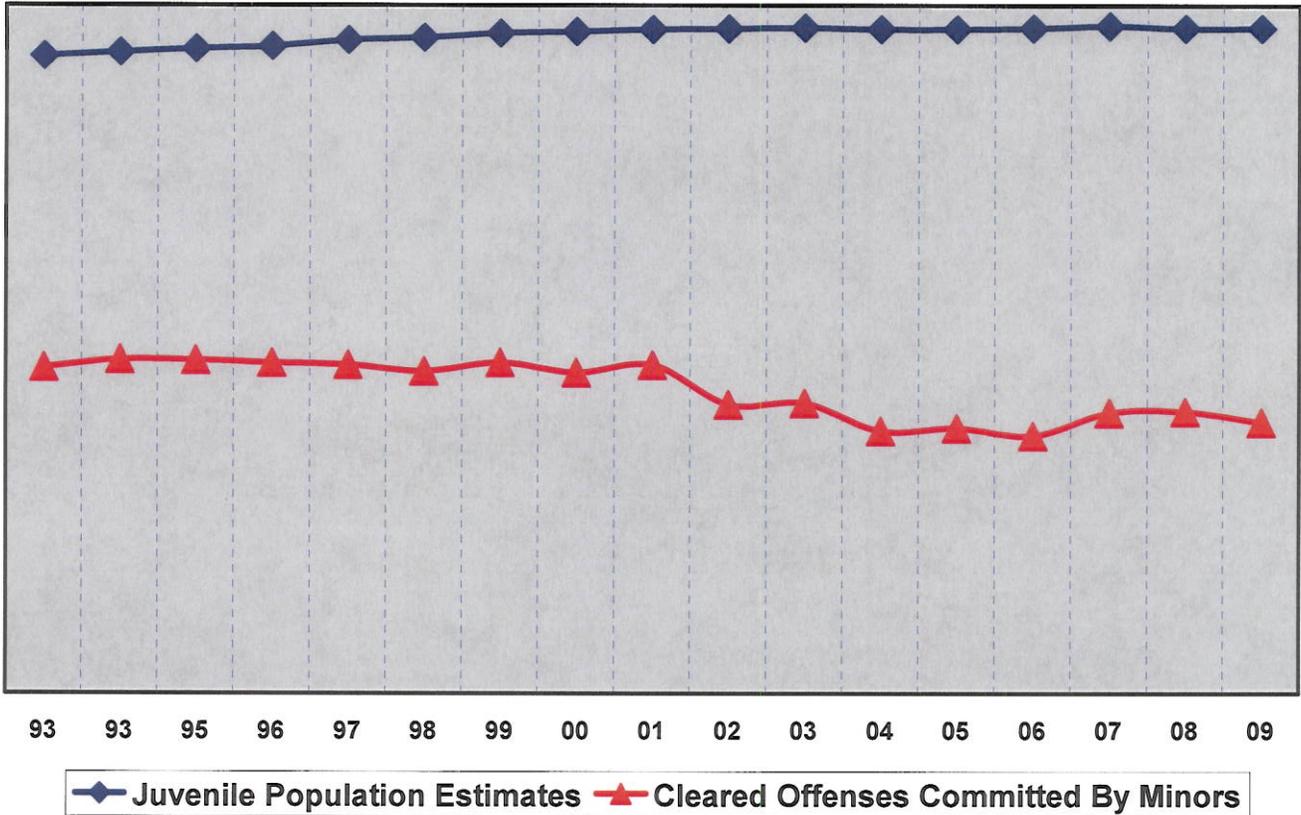
- (a) Any person violating this article shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished as provided in section 1-4.
- (b) When required by section 51.08 of the Texas Family Code, as amended, the municipal court shall waive original jurisdiction over a minor who violates section 14-47(a) and shall refer the minor to juvenile court.

(Ord. No. 94-11-11. § II, 11-14-94)

Secs. 14-51-14-65. Reserved.

EXHIBIT "B"

JUVENILE CURFEW IMPACT STUDY 2010
Offenses Committed By Minors vs. Juvenile Population





**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/22/2010		
Department:		Planning		
Department Head		P. Jarrell		
Agenda Coordinator (include phone #): Tammy Stuckey - Ext 7156				
CAPTION				
An Ordinance of the City of Plano, providing certain Heritage Resources located in the City of Plano, Texas, partial exemption from the current year Ad Valorem Taxation in the amount of \$31,141.70; providing a severability clause, an effective date, and consideration of an appeal of the Heritage Commission's recommended denial of tax exemption for 1004 East 15th Street.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2010-11, 11-12	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	-\$31,142	-\$31,142
BALANCE	0	0	-\$31,142	-\$31,142
FUND(S): GENERAL FUND & GENERAL OBLIGATION DEBT FUND				
COMMENTS: This item will result in a loss of 2010-11 Ad Valorem Tax revenue in the estimated amount of \$31,142 for a partial exemption.				
STRATEGIC PLAN GOAL: Partial Ad Valorem Tax exemptions relate to the City's Goal of Great Neighborhoods - 1 st Choice to Live.				
SUMMARY OF ITEM				
See attached memo.				
List of Supporting Documents: Memo Ordinance Exhibit "A" Properties Recommended for Approval of Tax Exemption Exhibit "B" Properties Recommended for Denial of Tax Exemption			Other Departments, Boards, Commissions or Agencies Heritage Commission	

March 10, 2010

MEMO

TO: Mr. Tom Muehlenbeck, City Manager
Frank Turner, Deputy City Manager

FROM: Liz Hersch, Heritage Preservation Officer

SUBJECT: 2010 Historic Tax Exemption Properties and Appeal

Attached please find the proposed ordinance and supporting spreadsheets listing the historic properties eligible to receive the 2010 Historic Structures Property Tax Exemption, for consideration by the City Council at its March 22, 2010 meeting. In the past 60 days, the Heritage Commission has conducted an annual survey of eligible properties, made recommendations regarding necessary repairs, recommended the tax exemptions as stated, and shared this information with the other taxing entities: PISD, CCCCD, and Collin County.

This year there were seventy-three (73) properties surveyed and sixty-six (66) properties recommended for tax exemptions. The exemptions total \$31,141.70 in city receipts and \$136,766.01 for all four taxing entities. This is approximately a 2% decrease in city exemptions and a 4% decrease in overall exemptions from 2009. The decrease in overall exemptions is due to an approximately 10% decrease in total assessed values of the surveyed properties. The spreadsheet titled "Properties Recommended for Approval of the Tax Exemption" (Exhibit A) summarizes the properties recommended for approval and includes information such as exemption percentage applied, property improvement values, and the tax exemption values for each taxing entity. Additionally, the last page summarizes the total tax exemption for each taxing entity. The spreadsheet titled "Properties Recommended for Denial of Tax Exemption" (Exhibit B) summarizes similar information.

The purpose of tax exemption for heritage properties is to promote preservation through ongoing maintenance. The Heritage Commission inspects each structure yearly to determine if it is being maintained in accordance with the provisions of the ordinance. Class A Structures (individually designated and used for residential purposes) receive 100% exemption from taxation. Class B Structures (individually designated and used for commercial purposes) receive 50% exemption. Class C Structures (contributing to a historic district and used for residential purposes) receive 75% exemption. Finally, Class D Structures (contributing to a historic district and used for commercial purposes) receive 38% exemption. These exemptions are on the value of the improvements; full taxes are still paid on the land.

During the annual survey staff and/or Commissioners visit each property; note exterior issues requiring maintenance or repair; and photograph them for reference. All repair items are rated as either a "1" or a "2". A rating of "1" identifies a relatively minor item that may be readily addressed in one year. A "2" rating involves a more complicated and expensive undertaking and it allows two years for completion. The Commission and the City Council also have the authority to extend an exemption for an additional year if it is determined that extenuating circumstances require another year to complete a particular repair.

A property owner may appeal the recommendation of the Heritage Commission to the City Council. The notice of appeal must be submitted in the form of a signed letter to the Heritage Preservation Officer within ten business days of the Heritage Commission's decision (per the Tax Exemption Ordinance). One property owner out of the seven properties denied by the Heritage Commission at the February 23, 2010 meeting has appealed. The owner of 1004 E. 15th Street has appealed the Commission's recommendation for denial of the tax exemption on their property.

Requested Appeal:

1004 E. 15th Street (Attachment 1) - During the 2009 tax exemption survey, staff noted paint flaking throughout the trim on the north and west facades. This maintenance item was rated a "1". The applicant was informed that the structure required repainting on those areas where the paint was flaking by January 15, 2010, or the tax exemption could be lost. During the annual survey, it appeared that no attempt had been made to address the issue and several new areas of chipped paint were noted. The Heritage Commission recommended denial of the exemption. The property owner has appealed this denial, stating that "several attempts to try and touch up all the paint on the north and west facade" were made but that they were unable to catch every spot.

Per the City of Plano Tax Exemption Ordinance, Section 20-55 (a), "The applicant shall be notified of any deficiencies from the above standards and shall correct or restore them within the time frame determined at the time of notification. The HC shall determine, when applicable, if the applicant has adequately corrected the deficiencies in the required time frame from the previous year in order to certify that the subject property is in compliance. The HC must also evaluate if the general health, safety and welfare and the public interest is being served in designating and preserving individual and contributing heritage resources."

During 2009, four letters were sent to each property owner noting the repairs required to be addressed by January 15, 2010, in order to retain the tax exemption. Included with each letter were copies of the photographs staff took identifying the repair items. Any property owners may contact staff any time throughout the year with questions about repair items or concerns about completing the work.

Staff will be available to make a presentation during the Council meeting regarding this agenda item, as well as be available for any questions.

1004 E. 15th Street

Staff Findings from the 2010 Tax Exemption Survey

- Property surveyed January 19, 2010

RESOURCE	LOCATION	OWNER	OWNER ADDRESS	2010 COMMENTS NOTE: Items rated "1" must be completed by 2/1/10; Items rated "2" must be completed by 2/1/11.
Downtown	1004 E. 15th St.	Metropolitan Mammoth Jack Ltd	3838 Oak Lawn Ave Suite 1416	<p>2009 REPAIR ITEMS - NOT COMPLETED</p> <p>Paint flaking on trim on both the north and west facades; requires touch-up (2009-1)</p> <p>REPAIR ITEMS NOTED IN 2010</p> <p>Chipped paint throughout north and west facade on walls and window and door trim; requires repainting (1)</p> <p>Flashing broken along bottom of front door; requires repair (1)</p>

During the 2009 tax exemption survey, staff noted paint flaking throughout the trim on the north and west facades. This maintenance item was rated a "1". The applicant was informed that the structure required repainting on those areas where the paint was flaking by January 15, 2010, or the tax exemption could be lost. Several letters were sent during the course of last year. Included with each letter were copies of the photographs staff took during the survey identifying the problem areas. When the building was inspected on January 19, 2010, it appeared that no attempt had been made to address the issue and several new areas of chipped paint were noted. The Heritage Commission met to review the 2010 tax exemptions on February 23, 2010. (All owners were notified of this meeting.) However, the applicant did not attend. The Heritage Commission voted to deny the exemption noting that the repair item had not been completed. The property owner has appealed this denial, stating that "several attempts to try and touch up all the paint on the north and west facade" were made but that they were unable to catch every spot.

2009 Survey Photograph



2010 Survey Photograph



Attachment 1

2009 Survey Photograph



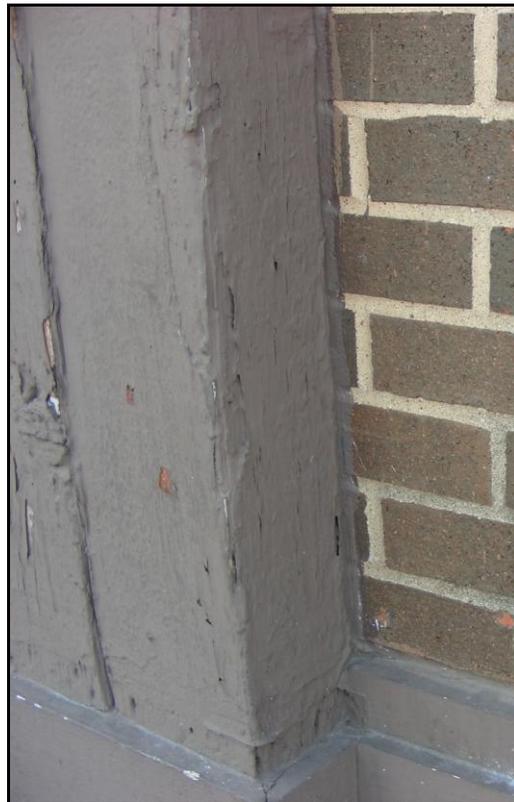
2010 Survey Photograph



2009 Survey Photograph



2010 Survey Photograph



**THE
FILLMORE
PUB**

3/3/2010

Dear Plano Heritage Commission,

I am writing this letter in response to the recent denial of the 2010 Heritage Preservation Tax Exemption. We feel that it was an erroneous decision to deny the tax exemption because we at the Fillmore Pub made several attempts to try to touch up all of the paint on the north and west façade, but may have been unable to catch every spot of missing paint. We feel that the photos given to us were a bit vague, although close up and detailed. It was hard to tell exactly what area the photos were detailing. Since being informed that the touch ups were not sufficient, we will be repainting the entire wood surfaces on the north and west sides as soon as possible. Also, the torn flashing under the front door was only in that state for a little more than a week, and has since been repaired. We would really appreciate if you could reconsider your position on the tax exemption status. Thank you for your consideration.

Sincerely,



Gabe Whatley
The Fillmore Pub

An Ordinance of the City of Plano, providing certain Heritage Resources located in the City of Plano, Texas, partial exemption from the current year Ad Valorem Taxation in the amount of \$31,141.70 providing a severability clause and an effective date.

WHEREAS, Article 8, Section 1-F of the Texas Constitution and Section 11.24 of the Texas Property Tax Code enable the City of Plano to exempt from taxation all or part of the assessed value of a structure if the structure is designated as a historically significant site in need of tax relief to encourage its preservation; and

WHEREAS, City of Plano Ordinance No. 84-8-24, as amended, authorizes the City Council of the City of Plano, upon certification and recommendation by the Heritage Commission, to exempt from the current year taxation part or all of the assessed value of a structure if the structure is designated as a historically significant site and in need of tax relief to encourage its preservation; and

WHEREAS, the City Council finds that the structures listed in this ordinance have been certified and recommended by the Heritage Commission and thus should be approved for partial exemption from ad valorem taxes for 2010.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS:

Section I. The historic structures identified in the attached Exhibit "A" have been certified and recommended by the Heritage Commission and are hereby approved by the City Council for partial exemption from ad valorem taxes for the current year (2010) in accordance with the provisions of Ordinance No. 84-8-24, as amended:

Section II. All land shall be assessed for taxation in the same equal and uniform manner as all other taxable property in the City.

Section III. It is the intention of the City Council that this ordinance and every provision hereof shall be considered severable and the invalidity or partial invalidity of any section, clause, or provision of this ordinance should not affect the validity of any other portion of this ordinance.

Section IV. This Ordinance shall become effective immediately upon its passage as required by law.

PASSED AND APPROVED THIS 22ND DAY OF MARCH, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

CITY OF PLANO HISTORIC TAX EXEMPTION - 2010

Properties Recommended for
Approval of Tax Exemption

	RESOURCE	LOCATION	OWNER	2010 COMMENTS NOTE: Items rated "1" must be completed by 2/1/10; Items rated "2" must be completed by 2/1/11.	Staff Recommen dation	%	IMP VALUE	CITY	COUNTY	CCCC	PISD	TOTAL EX
1	Hood House	1211 15th St.	Stonegate East Plano Partners LP	Chipped paint on fence; requires touch up (1) Broken and missing fence pickets; requires repair (1)	approval	50%	53,593	130.93	64.98	23.13	355.96	575.00
2	Carlisle House	1407 15th St.	Michael and Harriet Linz	Chipped paint on underside of second floor eaves; requires touch up (1) Chipped paint on front balcony rail; requires touch up (1)	approval	100%	274,244	1,339.96	665.04	236.67	3,643.06	5,884.73
3	Arch Weatherford House	1410 E. 15th St.	Josephine Howser	Fading paint on front porch gable and columns; requires repainting (1) Flashing on chimney coming up; requires repair (1)	approval	100%	195,122	953.37	473.17	168.39	2,592.00	4,186.93
4	Roller House	1413 15th St.	Randy & Leah Edwards	2009 REPAIR ITEMS – NOT COMPLETED Front porch floor sagging and warped in places; requires repair (2009-2 – must be completed by 2011) REPAIR ITEMS NOTED IN 2010 none	approval	100%	306,406	1,497.10	743.03	264.43	4,070.30	6,574.86
5	Salmon House	1414 E.15th St.	Sharon K. Lloyd	Peeling paint in front gable on the right; requires touch up (1) Peeling paint on front porch shingles; requires touch up (1)	approval	100%	378,990	1,851.75	919.05	327.07	5,034.50	8,132.37
6	Schell House	1210 16th St.	Michael & Debra Hamilton	Chipped paint on window sills; requires touch up (1) Flaking paint along bottom of front door; requires touch up (1) Flaking paint on eaves and fascia board on west and east side of structure; requires touch up (1)	approval	100%	121,449	593.40	294.51	104.81	1,613.33	2,606.05
7	Carpenter House	1211 16th St.	Stanley and Pat Black	Chipped paint on second floor window sill on east side; requires touch up (1) Rotten siding on north façade; requires replacement (1) Garage doors in disrepair; requires repair (1)	approval	50%	365,274	892.36	442.89	157.62	2,426.15	3,919.02
8	Little Carlisle House	1611 K Avenue	Carlisle Building LLC	Broken window pane on NE window; requires replacement (1) Peeling paint along east façade; requires touch up (1) Loose siding on northeast corner; requires repair (1)	approval	50%	159,095	388.67	192.90	68.65	1,056.71	1,706.93
9	Forman House	1617 K Ave.	Jim and Gwen Workman	Rotted siding and trim throughout rear building; requires replacement (2) Flaking paint throughout entire rear building; requires repainting (2) Wood siding along bottom of the north façade is deteriorated; requires repair (1)	approval	50%	53,383	130.41	64.73	23.03	354.57	572.75
10	McCall Skaggs House	1704 N Place	William and Annette Armstrong	Chipped paint on roof eave on right side of structure; requires touch up (1)	approval	100%	117,395	573.59	284.68	101.31	1,559.48	2,519.06
11	Wells Farmstead	3921 Coit	Richard Wells	Paint peeling on wood trim above porch; requires touch up (1)	approval	50%	200,509	489.84	243.12	86.52	1,331.78	2,151.26
12	Plano National Bank/IOOF Lodge	1001 15th E. St.	A.R. Schell, III	Graffiti on metal stoop on west façade; requires cleaning or repainting (1) Chipped paint on rear east façade; requires touch up (1) Chipped paint on front door; requires touch up (1) Stucco is cracked in places on front façade; requires repair and repaint (1) Peeling paint on front façade; requires touch up (1) Edge boards along front façade not secure; requires repair (1)	approval	50%	339,088	828.39	411.14	146.32	2,252.22	3,638.08

CITY OF PLANO HISTORIC TAX EXEMPTION - 2010

Properties Recommended for
Approval of Tax Exemption

	RESOURCE	LOCATION	OWNER	2010 COMMENTS NOTE: Items rated "1" must be completed by 2/1/10; Items rated "2" must be completed by 2/1/11.	Staff Recommen- dation	%	IMP VALUE	CITY	COUNTY	CCCC	PISD	TOTAL EX
13	F&M Bank/Plano Star Courier Building	1015 E. 15th St.	Sparling Investments Ltd.	Chipped paint on concrete window sills on rear façade; require repainting (1)	approval	50%	189,557	463.09	229.84	81.79	1,259.04	2,033.76
14	Merritt Building	1023 E. 15th St.	M. F. Robert	Chipped paint on trim of clerestory windows; requires touch up (1) Chipped paint on front door handle; require touch up (1)	approval	50%	117,289	286.54	142.21	50.61	779.03	1,258.39
15	Wyatt House	807 16th St.	Margarita Eliot	OK - Nothing to Repair	approval	100%	105,205	514.03	255.12	90.79	1,397.54	2,257.49
16	Will Schimelpfenig House	900 17th St.	Jack and Cindy Boggs	OK - Nothing to Repair	approval	100%	163,830	800.47	397.29	141.39	2,176.32	3,515.46
17	Schimelpfenig-Dudley-O'Neal House	906 E.17th St.	Alvie and Melissa O'Neal	OK - Nothing to Repair	approval	100%	293,855	1,435.78	712.60	253.60	3,903.57	6,305.54
18	Olney Davis House	901 18th St.	June Sixth Ltd.	Hole in porch fascia; requires repair (1) Paint flaking on decorative bracket beneath large front gable: requires repainting (1)	approval	50%	188,291	459.99	228.30	81.25	1,250.63	2,020.17
19	R.A. Davis House	906 18th St.	Whitehead & Sheldon LLC	Leaves on roof; require cleaning (1)	approval	50%	184,868	451.63	224.15	79.77	1,227.89	1,983.45
20	Hughston House	909 18th St.	Hallway Inc.	Wood belt course in disrepair; requires repair and paint touch up (1) Paint chipping on second floor rafters of east façade; requires touch up (1) A lot of leaves in front yard; requires cleaning (1) Gutter/ downspout end caps missing; requires replacement (1) Paint chipped on wood trim and fascia board on west façade; requires touch up (1)	approval	50%	249,806	610.28	302.89	107.79	1,659.21	2,680.17
21	M. Schimelpfenig House	914 18th St.	Tony and Debbie Holman	Metal skirting on southeast corner in disrepair; requires repair (1) Paint fading on fence; requires repainting (1)	approval	50%	52,438	128.11	63.58	22.63	348.29	562.61
22	Aldridge House	1615 H Ave.	Clinton M. Haggard	Flaking paint on second floor balcony; requires repainting (1) Flaking paint on siding and window trim on second floor; requires repainting (1) White paint stains on second floor of north façade; requires repainting (1)	approval	100%	213,986	1,045.54	518.92	184.67	2,842.59	4,591.71
23	Lamm House	1709 H Ave.	John and Helen Proch	Peeling paint on skirting on south façade; requires repainting (1) Fence missing slats on south property line; requires repair (1)	approval	100%	128,569	628.19	311.78	110.96	1,707.91	2,758.83
24	Haggard Park	617 16th St.	Peggy Ostrander	Roof shingles are loose; requires repair (1)	approval	38%	236,269	438.68	217.72	77.48	1,192.67	1,926.55
25	Haggard Park	710 16th St.	Snailum Family Living Trust Jerry D & Jackie L Snailum Trustees	Paint blistering on the northeast corner; requires scraping and repainting (1) Fence rotting in places; requires repair (1)	approval	75%	41,861	153.40	76.13	27.09	417.06	673.69

CITY OF PLANO HISTORIC TAX EXEMPTION - 2010

Properties Recommended for
Approval of Tax Exemption

	RESOURCE	LOCATION	OWNER	2010 COMMENTS NOTE: Items rated "1" must be completed by 2/1/10; Items rated "2" must be completed by 2/1/11.	Staff Recommen dation	%	IMP VALUE	CITY	COUNTY	CCCC	PISD	TOTAL EX
26	Haggard Park	801 16th St.	Leon and Mary Campise	Caulking around windows above porte-cochere deteriorated; requires repair (1) Possible dead tree on southwest corner of lot; investigation required and possible removal(1)	approval	75%	474,388	1,738.39	862.79	307.05	4,726.33	7,634.56
27	Haggard Park	811 16th St.	Gerald T. Schultz and Karen J. Bowen	OK - Nothing to Repair	approval	75%	177,022	648.70	321.96	114.58	1,763.67	2,848.90
28	Haggard Park	815 16th St.	Joanne Haggard	Debris in garage gutters; requires cleaning (1) Chipped paint on top front step; requires touch up (1) Chipped paint on right porch column; requires touch up (1)	approval	75%	37,407	137.08	68.03	24.21	372.69	602.01
29	Haggard Park	819 16th St.	Michael Dagate	Leaves on roof; require cleaning (1)	approval	75%	136,716	501.00	248.65	88.49	1,362.10	2,200.24
30	Haggard Park	901 16th St.	Constance & Russell Coolik	Panes out of alignment on left garage door; requires repair (1) Landscaping thick against house; requires trimming (1)	approval	75%	128,222	469.87	233.20	82.99	1,277.48	2,063.54
31	Haggard Park	907 16th St.	Richard McKee	OK - Nothing to Repair	approval	75%	90,112	330.22	163.89	58.32	897.79	1,450.22
32	Haggard Park	805 17th St.	Bertha Cardenas	Paint chipped on front door trim (1)	approval	75%	27,406	100.43	49.84	17.74	273.05	441.06
33	Haggard Park	807 17th St.	Collin County Coalition Prevention	Gutter bent on the southeast corner; requires repair (1) Gutter falling off house on southwest corner; requires repair (1)	approval	75%	57,619	211.14	104.79	37.29	574.06	927.29
34	Haggard Park	809 17th St.	L.A. Whitley	Paint does not match on touched up areas of fascia board on porch and south façade; requires repainting to match existing (1)	approval	75%	30,680	112.43	55.80	19.86	305.66	493.75
35	Haggard Park	813 17th St.	John and Kathleen Brooks	OK - Nothing to Repair	approval	75%	118,810	435.38	216.09	76.90	1,183.70	1,912.07
36	Haggard Park	816 17th St.	Clinton M. Haggard	Front and rear fence is leaning in places and has broken and missing pickets; requires repair (1)	approval	75%	46,944	172.03	85.38	30.38	467.70	755.49
37	Haggard Park	907 17th St.	Larry Westbrook	Paint chipping on porch columns; requires repainting (1) Plastic covering on east side of carport; requires removal (1) Stone pavement chipped on front porch steps; requires repair (1)	approval	75%	44,363	162.57	80.69	28.71	441.99	713.96
38	Haggard Park	910 17th St.	Elizabeth Bacon Moeller	Front steps leaning; requires investigation and repair (2) Downspout pulling away from building; requires repair (1) Debris on roof near front door; requires cleaning (1) Paint chipping on all window sills; requires touch up (1)	approval	38%	31,748	58.95	29.26	10.41	160.26	258.87
39	Haggard Park	911 17th St.	Patricia Pasos	Paint chipping throughout entire structure including trim and skirting; requires repainting (2) Shingles missing on peak of west slope; requires replacement (1)	approval	75%	8,186	30.00	14.89	5.30	81.56	131.74
40	Haggard Park	812 18th St.	Charles Spence	OK - Nothing to Repair	approval	38%	56,579	105.05	52.14	18.55	285.61	461.35
41	Haggard Park	903 18th St.	Deford & Associates	Paing faded on east façade; requires repainting (2)	approval	38%	597,821	1,109.96	550.89	196.05	3,017.75	4,874.66
42	Haggard Park	910 18th St.	Ronald Thompson	OK - Nothing to Repair	approval	38%	73,811	137.04	68.02	24.21	372.59	601.86
43	Haggard Park	1600 H Ave.	Connie Harrington Coolik	Two tiles missing from front steps; requires replacement (1) Cracks in foundation and brick; requires repointing (1)	approval	75%	100,295	367.53	182.41	64.92	999.24	1,614.10
44	Haggard Park	1607 H Ave.	Becky Armstrong	OK - Nothing to Repair	approval	75%	107,312	393.24	195.17	69.46	1,069.15	1,727.03
45	Haggard Park	1611 H Ave.	Chris and Pam Hatcher	Fascia board above porch stained with dirt; requires cleaning and possibly repainting (1)	approval	75%	85,957	314.99	156.33	55.64	856.39	1,383.35

CITY OF PLANO HISTORIC TAX EXEMPTION - 2010

Properties Recommended for
Approval of Tax Exemption

	RESOURCE	LOCATION	OWNER	2010 COMMENTS NOTE: Items rated "1" must be completed by 2/1/10; Items rated "2" must be completed by 2/1/11.	Staff Recommen- dation	%	IMP VALUE	CITY	COUNTY	CCCC	PISD	TOTAL EX
46	Haggard Park	1701 H Ave.	Humberto Quintanilla	2009 REPAIR ITEMS – NOT COMPLETED West-side driveway asphalted section has deteriorated; repair or repaving required (2009-2 – must be completed by 2011)	approval	75%	97,491	357.26	177.31	63.10	971.30	1,568.97
47	Haggard Park	1715 H Ave.	Young Dean Homestead Ltd.	Gutter and fascia board on southeast corner of front façade is stained with dirt; requires cleaning and possibly repainting (1)	approval	38%	170,311	316.21	156.94	55.85	859.72	1,388.72
48	Downtown	1010 E. 15th St.	Franklin W. Neal	Caulking around windows on front façade has deteriorated; requires repair/ re-caulking (1) Rotted wood on the bottom of front entry door; requires repair and repainting (1) Chipped paint throughout the front façade including window and door trim, bulkheads, etc; requires touch up (1) Stucco deteriorating along top of west façade; requires repair and repaint (1)	approval	38%	119,043	221.02	109.70	39.04	600.92	970.68
49	Downtown	1011 E. 15th St.	N A T Properties LLC	OK - Nothing to Repair	approval	38%	279,685	519.29	257.73	91.72	1,411.83	2,280.56
50	Downtown	1012 E. 15th St.	Katherine S & Forrest W Moore	Caulking on the left-most wood bulkhead requires repair (1)	approval	38%	146,609	272.21	135.10	48.08	740.07	1,195.46
51	Downtown	1013 E. 15th St.	Pierce Family Living Trust Ronald & Deborah Pierce Trustees	OK - Nothing to Repair	approval	38%	334,313	620.71	308.07	109.63	1,687.59	2,726.00
52	Downtown	1016 E. 15th St.	Judith Moore	REPAIR ITEMS NOTED IN 2010 Chipped paint on rear façade on right side of door; requires touch up (1) Cracks in stucco on rear façade; requires repair and repaint (1)	approval	100%	75,184	367.35	182.32	64.88	998.74	1,613.30
53	Downtown	1017 E. 15th St.	Michael & Mary Jo Montgomery	Stucco missing and cracked on left side of front façade; requires repair and repainting (1) Cracks on front façade on right side of door and on right column; requires repair (1)	approval	38%	212,000	393.62	195.36	69.52	1,070.16	1,728.66
54	Downtown	1018 E. 15th St.	Judith Moore	Chipped paint on rear door; requires touch up (1) Downspout on rear façade disconnected; requires repair (1)	approval	38%	56,389	104.70	51.96	18.49	284.65	459.80
55	Downtown	1020 E. 15th St.	Bert Carpenter	Vines growing on rear façade; requires removal (1) Deteriorated mortar joints on rear façade; requires repointing (1)	approval	38%	45,111	83.76	41.57	14.79	227.72	367.84
56	Downtown	1021 E. 15th St.	Alsan LLC	Peeling and fading paint on front façade; requires repainting (1) Cracked stucco along bottom of storefront; requires repair (1) Chipped paint on the bottom of front door; requires touch up (1) Rotted wood on rear window frame; requires replacement (1) Awning on rear façade is dirty and covered in dead leaves; requires cleaning and possibly repainting (1)	approval	38%	90,222	167.51	83.14	29.59	455.43	735.67
57	Downtown	1022 E. 15th St.	East Side Partners Ltd.	OK - Nothing to Repair	approval	38%	233,756	434.01	215.41	76.66	1,179.98	1,906.06

CITY OF PLANO HISTORIC TAX EXEMPTION - 2010

Properties Recommended for
Approval of Tax Exemption

	RESOURCE	LOCATION	OWNER	2010 COMMENTS NOTE: Items rated "1" must be completed by 2/1/10; Items rated "2" must be completed by 2/1/11.	Staff Recommen dation	%	IMP VALUE	CITY	COUNTY	CCCC	PISD	TOTAL EX
58	Downtown	1024 E. 15th St.	Judith Moore	Chipped paint on front left bulkhead (wood panel section below window); requires touch up (1) Chipped paint on threshold of rear door; requires touch up (1)	approval	38%	125,308	232.66	115.47	41.09	632.54	1,021.77
59	Downtown	1026 E. 15th St.	Sutton-1012 LLC	Chipped paint on front façade above awning; requires touch up (1) Cracked stucco on left side of front façade; requires repair (1) Vines growing in mortar joints on rear façade; requires removal (1) Bricks and mortar loose on throughout rear facade and along rear parapet; requires repointing (2) Bricks pulling loose from corners of rear façade; requires investigation for structure problems and repair (2) Crumbling brick along top of rear façade; require replacement (2) Paint fading and chipped on east façade; requires repainting (1) Downspout not catching runoff; requires repair (1)	approval	38%	193,612	359.48	178.41	63.49	977.34	1,578.72
60	Downtown	1029 E. 15th St.	Robert Lynch	Plants in front façade planters appear to be dead; requires removal or replacement (1) Chipped paint on front door; requires touch up (1) Paint chipped on front metal stoop; requires touch up (1)	approval	38%	233,040	432.68	214.75	76.42	1,176.37	1,900.22
61	Downtown	1031-1033 E. 15th St.	Marianne D. Wells, Katherine W. Power, Nancy W. Warder, & Sarah W. Macias	Chipped paint on front right column; requires touch up (1) Chipped and faded paint along front metal stoop; requires touch up (1) Glass cracked on front door to Della's Depot; requires replacement (1)	approval	38%	227,604	422.59	209.74	74.64	1,148.93	1,855.89
62	Downtown	1035 E. 15th St.	Richard Sutton	Chipped paint on front stoop, doors, and windows; requires touch up (1) Wood damaged on bottom rail of front doors and windows; requires repair (1) Weather stripping on front doors pulling away in places; requires repair (1)	approval	38%	96,500	179.17	88.92	31.65	487.12	786.86
63	Downtown	1037 E. 15th St.	Cathy & Jorg Fercher	Chipped paint throughout lower portion of storefront; requires touch up (1) Previous brick repairs on storefront are crumbling; requires resealing (1)	approval	38%	107,740	200.04	99.28	35.33	543.86	878.52
64	Downtown	1410 J Avenue	Brodhead Family Ltd.	Weeds growing along the base of storefront; requires removal (1) Graffiti on north façade; requires cleaning (1) Mortar cracking and missing in places on storefront; requires repointing (1)	approval	38%	170,519	316.60	157.13	55.92	860.77	1,390.42
65	Downtown	1418 K Ave	Patricia Pasos	Chipped paint on rear shed door; requires touch up (1) Hole in metal siding of rear shed addition; requires repair (1)	approval	38%	100,563	186.71	92.67	32.98	507.63	819.99
66	Downtown	1422-1428 K Ave	Las Brisas Properties	Front entry to vacant structure was unlocked; must be secured (1) Caulking on front door deteriorated; requires repair (1) Mortar deteriorated in places on front façade; requires repair (1) Broken and deteriorated bricks on front faced; requires repair or replacement (1)	approval	38%	971,387	1,803.55	895.13	318.56	4,903.48	7,920.73
							\$10,920,320.00	\$31,141.70	\$15,456.13	\$5,500.47	\$84,667.71	\$136,766.01

CITY OF PLANO HISTORIC TAX EXEMPTION - 2010

Properties Recommended for
Denial of Tax Exemption

RESOURCE	LOCATION	OWNER	2010 COMMENTS NOTE: Items rated "1" must be completed by 2/1/10; Items rated "2" must be completed by 2/1/11.	Staff Recommen- dation	%	IMP VALUE	CITY	COUNTY	CCCC	PISD	TOTAL EX
Mathews House	901 17th St.	James Williams	<p>2008 REPAIR ITEMS – NOT COMPLETED</p> <p>Storm window-screens missing on multiple windows on south and west façades; requires repair and or installation (2008-2)</p> <p>Porch steps sinking and not level; requires repair (2008-2)</p> <p>2009 REPAIR ITEMS – NOT COMPLETED</p> <p>Porch floor requires touch up paint (2009-1)</p> <p>Flaking paint on south façade above porch; requires touch up (2009-1)</p> <p>Flaking paint on west façade; requires touch up (2009-1)</p> <p>REPAIR ITEMS NOTED IN 2010</p> <p>Paint peeling throughout entire structure; requires repainting (2)</p> <p>Window screens pulling away from structure; require repair (1)</p> <p>Skirting coming loose in places; requires repair (1)</p> <p>Gutter on second floor of south façade in disrepair; requires repair (1)</p> <p>Paint chipping on rear stairs; requires repainting (1)</p> <p>OTHER:</p> <p>Detached carport demolished without a Certificate of Appropriateness and without a permit; requires both in order to be eligible to participate in the tax exemption program in future years</p>	denial	100%	129,320	631.86	313.60	111.60	1,717.89	2,774.95
Haggard Park	920 18th St.	Ergonis Family Living Trust Joe & Linda Ergonis	<p>2009 REPAIR ITEMS – NOT COMPLETED</p> <p>Fading paint on east façade; requires touch up (2009-1)</p> <p>Peeling paint on 2nd floor window of north façade; requires touch up (2009-1)</p> <p>Peeling paint on gable trim of east façade; requires touch up (2009-1)</p> <p>REPAIR ITEMS NOTED IN 2010</p> <p>Loose siding on second floor of south façade; requires repair (1)</p> <p>Paint peeling on handrail of east façade; requires touch up (1)</p>	denial	75%	138,548	507.71	251.98	89.68	1,380.35	2,229.72
Haggard Park	1603 H Ave.	Carol Armstrong	<p>2009 REPAIR ITEMS – NOT COMPLETED</p> <p>Paint flaking below dormer window on east façade; requires touch up (2009-1)</p> <p>REPAIR ITEMS NOTED IN 2010</p> <p>Dormer window screen on east façade detached from window sill; requires repair (1)</p> <p>Additional paint flaking below dormer window on east façade; requires repainting (1)</p> <p>Drain line on southwest corner of property sticking too high off the ground to be effective; requires repair (1)</p>	denial	75%	87,923	322.19	159.91	56.91	875.98	1,414.99

CITY OF PLANO HISTORIC TAX EXEMPTION - 2010

Properties Recommended for Denial of Tax Exemption

RESOURCE	LOCATION	OWNER	2010 COMMENTS NOTE: Items rated "1" must be completed by 2/1/10; Items rated "2" must be completed by 2/1/11.	Staff Recommendation	%	IMP VALUE	CITY	COUNTY	CCCC	PISD	TOTAL EX
Haggard Park	1701 I Ave.	Patricia Pasos	<p>2008 REPAIR ITEMS – NOT COMPLETED Roof shingles deteriorated; requires repair or replacement (2008-2 – must be completed by 2010)</p> <p>2009 REPAIR ITEMS – NOT COMPLETED Flaking paint on fascia board at northeast corner; requires touch up (2009-1) Flaking paint on skirting on north façade; requires touch up (2009-1) Skirting bent on north façade; requires repair (2009-1) Paint fading on east façade (wall, cornice board, and trim); requires repaint (2009-1)</p> <p>REPAIR ITEMS NOTED IN 2010 Front door screen loose; requires repair or replacement (1) Siding missing; requires replacement (1) Skirting missing; requires replacement (1) Paint flaking throughout; requires repainting (2) Rotted wood on northwest corner of house; requires replacement (1) Roof in disrepair; requires replacement (2)</p> <p>OTHER Shutters painted an unapproved color; requires a Certificate of Appropriateness in order to be eligible to participate in the tax exemption program in future years.</p>	denial	75%	12,376	45.35	22.51	8.01	123.30	199.17
Downtown	1004 E. 15th St.	Metropolitan Mammoth Jack Ltd	<p>2009 REPAIR ITEMS – NOT COMPLETED Paint flaking on trim on both the north and west facades; requires touch up (2009-1)</p> <p>REPAIR ITEMS NOTED IN 2010 Chipped paint throughout north and west façade on walls and window and door trim; requires repainting (1) Flashing broken along bottom of front door; requires repair (1)</p>	denial	38%	334,400	620.87	308.15	109.66	1,688.02	2,726.71
Downtown	1005 - 1007 E. 15th St.	Mascom Properties LLC	<p>2009 REPAIR ITEMS – NOT COMPLETED Paint chipped on front stoop steps at suite 101; requires touch up (2009-1) Paint flaking along bulkheads; requires touch ups (2009-1) Wood bulkhead in the center of the front façade is pulling away from building and is in need of repair (2009-1)</p> <p>REPAIR ITEMS NOTED IN 2010 Paint flaking throughout first floor of front façade; requires touch up (1) Paint flaking on window trim of second floor windows; requires repainting and re-caulking (1) Vegetation growing along parapet on front façade; requires removal (1) Paint missing from re-pointed areas on rear façade; requires painting (1) Vertical cracks on second floor center section of rear façade; requires investigation and possibly repair (2)</p>	denial	38%	688,378	1,278.10	634.34	225.75	3,474.88	5,613.06

CITY OF PLANO HISTORIC TAX EXEMPTION - 2010

Properties Recommended for
Denial of Tax Exemption

RESOURCE	LOCATION	OWNER	2010 COMMENTS NOTE: Items rated "1" must be completed by 2/1/10; Items rated "2" must be completed by 2/1/11.	Staff Recommen- dation	%	IMP VALUE	CITY	COUNTY	CCCC	PISD	TOTAL EX
Downtown	1008 E. 15th St.	1008 Chimera LLC	INELIGIBLE – Building is non-contributing to the district and requires restoration in order to be eligible to participate in the tax exemption program REPAIR ITEMS NOTED IN 2010 Chipped paint throughout east façade; requires repainting (1) Mortar deteriorated on front façade; requires repair (1) Flaking paint on second floor window on east façade; requires repainting (1) Gutter on rear façade not secured to wall; requires repair (1) Stucco falling off east façade; requires repair (1) Wood rotting around windows; requires repair (1)	denial	38%	248,034	460.52	228.56	81.34	1,252.06	2,022.48
						\$1,638,979.00	\$3,866.60	\$1,919.06	\$682.95	\$10,512.48	\$16,981.08



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/22/2010		
Department:		Planning		
Department Head		P. Jarrell		
Agenda Coordinator (include phone #): Tammy Stuckey - Ext. 7156				
CAPTION				
Consideration of an Appeal of the Planning & Zoning Commission's Denial of the Preliminary Site Plan for Eastside 14th Street Addition, Block A, Lot 1 - Retail, restaurant, and general office on one lot on 0.3± acre located at the southeast corner of J Avenue and 14th Street. Applicant: Eastside 14th Street, LLC				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact.				
SUMMARY OF ITEM				
At its February 15, 2010 meeting, the Planning & Zoning Commission denied this request by a vote of 5-0. The applicant has appealed the Commission's denial. A simple majority vote, or 4 of the 7 City Council members, is required for approval of the request.				
List of Supporting Documents: Letter of Appeal 2nd Vice Chair Report Memo from Phyllis Jarrell, Director of Planning Map of Parking within Downtown Plano Map of Parking within Downtown Plano with 1/4-mile Buffer P&Z Follow-up Memo Staff Report Locator Map Preliminary Site Plan (2)		Other Departments, Boards, Commissions or Agencies Planning & Zoning Commission		

March 12, 2010

MEMO

TO: Tom Muehlenbeck, City Manager
Frank F. Turner, Deputy City Manager

FROM: Phyllis M. Jarrell, Director of Planning

SUBJECT: Appeal Request: Eastside 14th Street Addition, Block A, Lot 1

The applicant has appealed the Planning & Zoning Commission's unanimous decision (5-0) for denial of the preliminary site plan for the Eastside 14th Street Addition, Block A, Lot 1, at the Commission's February 15, 2010 meeting.

The subject property is 0.3± acre and is located at the southeast corner of J Avenue and 14th Street within the Downtown/Business Government (BG) zoning district. The applicant is proposing to develop the property as a four-story retail, restaurant, and general office building, and the proposed building will wrap the existing building on the property. In lieu of providing all the required parking for this development, the applicant is requesting a credit to use existing general public parking within the area to satisfy parking requirements for the proposed development. Per the Zoning Ordinance, within the BG district, a credit for general public parking may be requested subject to approval by the Commission. The ordinance language does not stipulate a maximum percentage of parking that may be requested. A minimum of 107 parking spaces are needed for this development. The applicant is proposing to provide 16 spaces and is requesting approval to use the remaining balance of parking (91 spaces) from general public parking lots.

The Commission denied the preliminary site plan because they believed that granting a credit for public parking would not be a viable solution for the parking needs of the development and that the applicant needed to provide a substantial portion of the parking required for the development. They also believed that allowing the applicant to use a larger number of public parking spaces for this development would limit the availability of spaces for existing and future businesses in the Downtown Business/Government area.

Attached to this memo are the materials that were forwarded to the Commission for their deliberation, including the staff write-up and proposed preliminary site plan, as well as the Planning & Zoning Commission Second Vice Chair Report explaining the Commission's action.

ISSUES:

Since the Commission's consideration of the preliminary site plan on February 15, 2010, staff has had subsequent conversations with the applicant regarding the proposed plan. New information has been identified that the Commission did not benefit from as part of their deliberations and this information is provided for the Council's consideration.

Parking:

1. *Southern Land Redevelopment Project:* The city has a development agreement with Southern Land for the city's property located at the northeast corner of 14th Street and I Avenue, in conjunction with the adjacent Eisenberg Skate Park property, as a mixed-use development. As part of that development project, Southern Land is providing 100 garage parking spaces for the Police Department's use. While the city and Eisenberg's properties are under construction, current Police Department parking will be relocated to the existing J Avenue/DART parking lot located at the southwest corner of 14th Street and J Avenue for approximately two years. This parking lot will be secured and not available for general public usage. Any redevelopment of this property will require an alternative secured location for parking of police vehicles. Until such time when the project construction gets underway, and then after the completion of the Southern Land project, the J Avenue/DART parking lot is available for general public use.
2. *Available Public Parking and Usage:* Attached to this memo are two maps that illustrate the available general public parking lots that are within a ¼-mile of the subject property. A ¼-mile distance is equivalent to an approximate 5-minute comfortable walking distance. There are ten public parking lots comprising approximately 1,016 spaces within a ¼-mile that are used collectively by businesses within the downtown area. The following are staff's observations based upon an informal surveying of general public parking lots usage:
 - J Place and Municipal Center South parking lots (177 spaces) located on the north side of 14th Street between the DART railroad tracks and K Avenue are heavily used during the week and on weekends given their proximity to the center of downtown.
 - Parking lot at the southwest corner of 14th Street and K Avenue (75 spaces) is predominantly used during the weekdays, and has minimal usage on evening and weekends.
 - J Avenue/DART parking lot at the southeast corner of J Avenue at 14th Street (97 spaces) is rarely used during the week (daytime and evenings) and on weekends, yet appears to serve as overflow parking for the J Place and Municipal Center South parking lots when needed.

- 15th Street on-street parking between the DART railroad tracks and K Avenue is heavily used during the week and on weekends.
 - Haggard Park parking lot (109 spaces) on the north side of 15th Street, across from the DART station, is approximately one-fourth full during weekday and evenings, and approximately one-half full on weekends. If there are special events occurring at the gazebo within the adjacent park, then parking usage is higher.
 - Municipal Center parking lots (272 spaces) are heavily used during weekdays, and minimally used during weekday evenings and on weekends.
3. *Additional Parking within the J Avenue Right-of-way:* Staff has explored the opportunity for additional head-in parking spaces within the J Avenue right-of-way with the applicant. It appears that the applicant may be able to provide an additional approximate 30 parking spaces within the right-of-way, along the east side, south of their development. J Avenue has a wider right-of-way than is typical for a Type F roadway. The applicant could construct additional parking, at the applicant's expense (including design costs), within the city's right-of-way to provide additional general public parking that could also serve the development. The applicant is agreeable to constructing the head-in parking within the J Avenue right-of-way including providing a sidewalk.
4. *Anticipated Parking Demand:* The preliminary site plan shows 32,006 square feet total building area that will house office, retail, and restaurant uses. The applicant anticipates the following breakdown for the uses planned for the building:

Office (includes building common areas): 69%
Retail: 6%
Restaurant: 25%

The office and retail uses are anticipated to be open between the hours of 9:00am and 5:00pm weekdays, and the restaurant is planned to be open for lunch, dinner and extended evening hours (12:00am). Given discussions with the applicant, they anticipate that the peak parking usage will probably be 30-35 parking spaces, likely generated by the restaurant during evening hours. It is anticipated that restaurant lunch patrons will likely come from within the downtown area via walking instead of driving, therefore minimizing the need for restaurant parking during lunch hours when the office and retail uses are open for business. Other existing uses along 14th Street between the DART railroad tracks and K Avenue are primarily office tenants with some retail uses, and parking lots that serve the businesses and surrounding area.

Visibility at the Intersection of 14th Street and J Avenue:

Staff has continued to study the proposed plan and existing site conditions, and has determined that there is a visibility concern at the intersection of J Avenue and 14th Street, particularly for motorists looking back towards the east for oncoming westbound 14th Street traffic. The preliminary site plan proposes an outdoor patio area that will potentially include some type of perimeter fencing, as well as tables and chairs. The fencing, tables, and chairs create a sight obstruction at the intersection. Due to safety concerns, staff cannot support the proposed outdoor patio/dining area. The applicant is agreeable to this change to the plan.

Sidewalk along J Avenue:

The plan includes a minimum six-foot wide sidewalk between the proposed building and head-in parking for the subject property. Given the overall size of the building (four-stories), coupled with the head-in parking that may overhang the sidewalk, and increased pedestrian traffic, staff recommends that a minimum 10-foot wide sidewalk be provided along J Avenue on the subject property. The additional sidewalk width can be accommodated within the existing J Avenue right-of-way. The applicant is agreeable to this change to the plan.

If the applicant is to provide the additional 30 head-in parking spaces within the J Avenue right-of-way, south of the subject property, as previously mentioned in this memo, then a sidewalk will need to be provided adjacent to the head-in parking. The sidewalk width will need to be a minimum five feet and maximum ten feet, subject to approval by the City Engineer.

ACTION BY COUNCIL:

Since this is an appeal request pertaining to a preliminary site plan, a simple majority vote (minimum four votes out of seven) in favor of the project is required of the City Council to overturn the Commission's denial decision. The Council has several options pertaining to the appeal request:

- Deny the appeal request and uphold the Commission's decision;
- Approve the appeal request as submitted;
- Approve the appeal request with conditions; or
- Remand the preliminary site plan back to the Planning and Zoning Commission for reconsideration given new information identified since the Commission's meeting.

As part of its recommendation, Council may wish to determine the appropriate discount in the required parking for this development. Additional head-in parking can be provided in the J Avenue right-of-way. Should the Council consider approving the appeal request, staff requests that the Council include the following conditions for approval as noted below:

1. City Council granting a credit to allow the site to use public parking in lieu of constructing required parking onsite.
2. City Council granting a variance to the Subdivision Ordinance pertaining to minimum lot frontage requirements along 14th Street and J Avenue.
3. City Council granting a variance to the Subdivision Ordinance for the requirement of two points of access.
4. The sight visibility issue be addressed by the applicant including the removal of the outdoor patio/dining area, subject to approval by the City Engineer.
5. A minimum 10-foot wide sidewalk be provided along J Avenue on the subject property by the applicant.
6. A minimum of 30 head-in general public parking spaces and sidewalk be provided at the applicant's expense (including design costs) within the J Avenue right-of-way along the east side, south of the subject property, by the applicant. The width of the sidewalk shall be a minimum five feet and maximum ten feet, subject to approval by the City Engineer.

Conditions 1-3 were part of staff's initial recommendation to the Commission, and conditions 4-6 are pertaining to additional issues that staff has identified subsequent to the Commission's consideration of the preliminary site plan.

Staff will be making a presentation during the Council meeting regarding this agenda item, as well as be available for any questions.

EASTSIDE 14TH STREET, LLC

RECEIVED

FEB 25 2010

PLANNING DEPT.

February 23, 2010

The Plano City Council
The City of Plano
1520 Avenue K.
Plano, Texas 75074

Re: Eastside 14th Street, LLC – retail, restaurant and general office project at the corner of 14th Street and J Avenue (the “Project”)

Ladies and Gentlemen:

We are writing to you today to ask for an appeal of the Planning and Zoning Commission’s decision made on February 15th regarding the preliminary site plan for the Project. This lot is zoned downtown business/government.

In planning the Project, the developer (Michael Shea of MDS Realty, Inc.) received written approval from the planning staff of the city of Plano for use of public parking for the site (see attached). Based on this approval, architectural plans have been developed and significant costs have been incurred. The denial by the Planning and Zoning Commission was based on the belief that granting a credit for public parking would not be a viable solution for the parking needs of the Project and that the applicant needed to provide a substantial portion of the parking required for the development. The Commission also believed that allowing the applicant to use a larger number of public parking spaces for this development would limit the availability of spaces for existing and future businesses in the Downtown Business/Government area.

The site Project requires 107 parking spaces. Sixteen spaces will be included on the site and the other 91 spaces will be public parking spaces in the downtown business district from the public parking lot directly east of the Project and the public parking lot directly across J Avenue to the Southwest of the Project.

Because of the multi-purpose use of the Project, the number of parking spaces needed will vary based upon the time of day. The general office spaces would be needed from 9:00 am to 5:00 pm week days. The retail spaces would also tend to be used the most during that same time frame. The parking lot to the Southwest of the site is virtually empty during those times of the day. The restaurant spaces would be needed mostly in the evenings from 7:00 pm to 12:00 pm. Again, the city lot to the east of the site is available at these times (most city employees have left those

spaces by this time) and the public lot to the southwest is virtually empty at these times.

This Project is the first new development on the south side of 14th Street and will have a significant positive impact on the entire downtown area. Being required to build multi-story parking destroys the economics of the Project. In short, without the use of public parking the Project will not go forward

The developers of this site are also the developers of the Urban Crust on 15th Street. We believe that the Urban Crust has significantly improved the downtown area. In the same manner we believe the referenced Project will significantly improve the downtown area.

We ask that you approve the Planning Staff's recommendations with respect to the parking for this Project. Please let us know if you need any further information.

Thank you for your time and attention to this matter.

Sincerely,

Two handwritten signatures in black ink. The top signature is more stylized and cursive, while the bottom signature is more legible and appears to read 'Bonnie'.

Nathan A. Shea
Bonnie C. Shea
Eastside 14th Street, LLC.

From: michael shea <michael1961@gmail.com>
Subject: Fwd: 1000 E. 14th St (former Ice House/Mail Center)
Date: February 16, 2010 10:27:02 AM CST
To: nathan shea <nshea1@verizon.net>

----- Forwarded message -----

From: Tina Firgens <tinaf@plano.gov>
Date: Thu, Nov 19, 2009 at 1:52 PM
Subject: 1000 E. 14th St (former Ice House/Mail Center)
To: michael1961@gmail.com
Cc: Charles Davis <Charlesd@plano.gov>, Anthony Han <Anthonyh@plano.gov>, Tim Taylor <Tmt@plano.gov>

Michael,

As a follow up to our meeting earlier today, I spoke with Phyllis Jarrell (Director of Planning) regarding the availability of the public parking lots to the east and south of the subject property (referenced above). These public parking lots have not been assigned and are available for your use for this project. When you prepare your site plan for this project, you will need to state on the site plan how many parking spaces are being provided on site, as well as how many you are requesting to use from the public parking lots.

Additionally, you will not be required to provide parking for the existing structure (approx. 1,766 SF per your drawing). The BG district requires parking be calculated and provided based upon the proposed building expansion area.

Let me know what you find out regarding the platting status of your property after you check with your surveyor (i.e. whether it is one lot or two lots).

Please let me know if you have any questions.

Sincerely,

Tina M. Firgens, AICP

Planning Manager

City of Plano - Planning Department

1520 K Avenue #250, Plano, TX 75074

Ph: 972.941.7151 | Fax: 972.941.7396

tinaf@plano.gov

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Michael D. Shea

Recommendation of the Planning & Zoning Commission
Preliminary site plan for the Eastside 14th Street Addition, Block A, Lot 1
February 15, 2010 Meeting
Second Vice-Chairman's Report

Agenda Item No. 9-

Preliminary Site Plan – A preliminary site plan for the Eastside 14th Street Addition, Block A, Lot 1-retail, restaurant, and general office on one lot on 0.3 +/- acres located at the southeast corner of J. Avenue and 14th Street. Zoned Downtown Business/Government. Neighborhood 67.

Applicant: Eastside 14th Street, L.L.C.

Staff Recommendation: Approval subject to Planning and Zoning Commission granting: a) a credit to allow the site to use public parking in lieu of constructing required onsite parking, b) a variance to the Subdivision Ordinance pertaining to minimum lot frontage requirements along 14th Street and J Avenue; and c) a variance to the Subdivision Ordinance for the requirement of two points of access.

Commission Action: Denied 5-0.

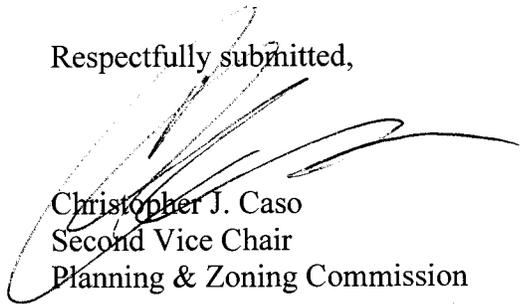
The motion to deny was made by Commissioner Norton and seconded by Commissioner Coleman. Comments made in support of the motion to deny included:

- A credit for public parking would not be a viable solution for the parking needs of the development.
- The applicant needed to provide a substantial portion of the parking required for the development.
- Allowing the applicant to use a larger number of public parking spaces for the development would limit the availability of spaces for existing and future businesses in the area.

Additional Comments: Commissioners also provided the following comments:

- The Commission supports businesses locating in the downtown area but is concerned about the parking needs for all businesses—both current and future.
- Inquired as to the City's plans for future public parking.
- Recommend that the City consider a comprehensive policy to address the allocation of public parking downtown that would be fair and equitable to all businesses in the area.
- Noted that no other businesses in the area had been provided a credit.
- Did not think it was necessary to address the two variance requests in light of the parking issue.

Respectfully submitted,



Christopher J. Caso
Second Vice Chair
Planning & Zoning Commission

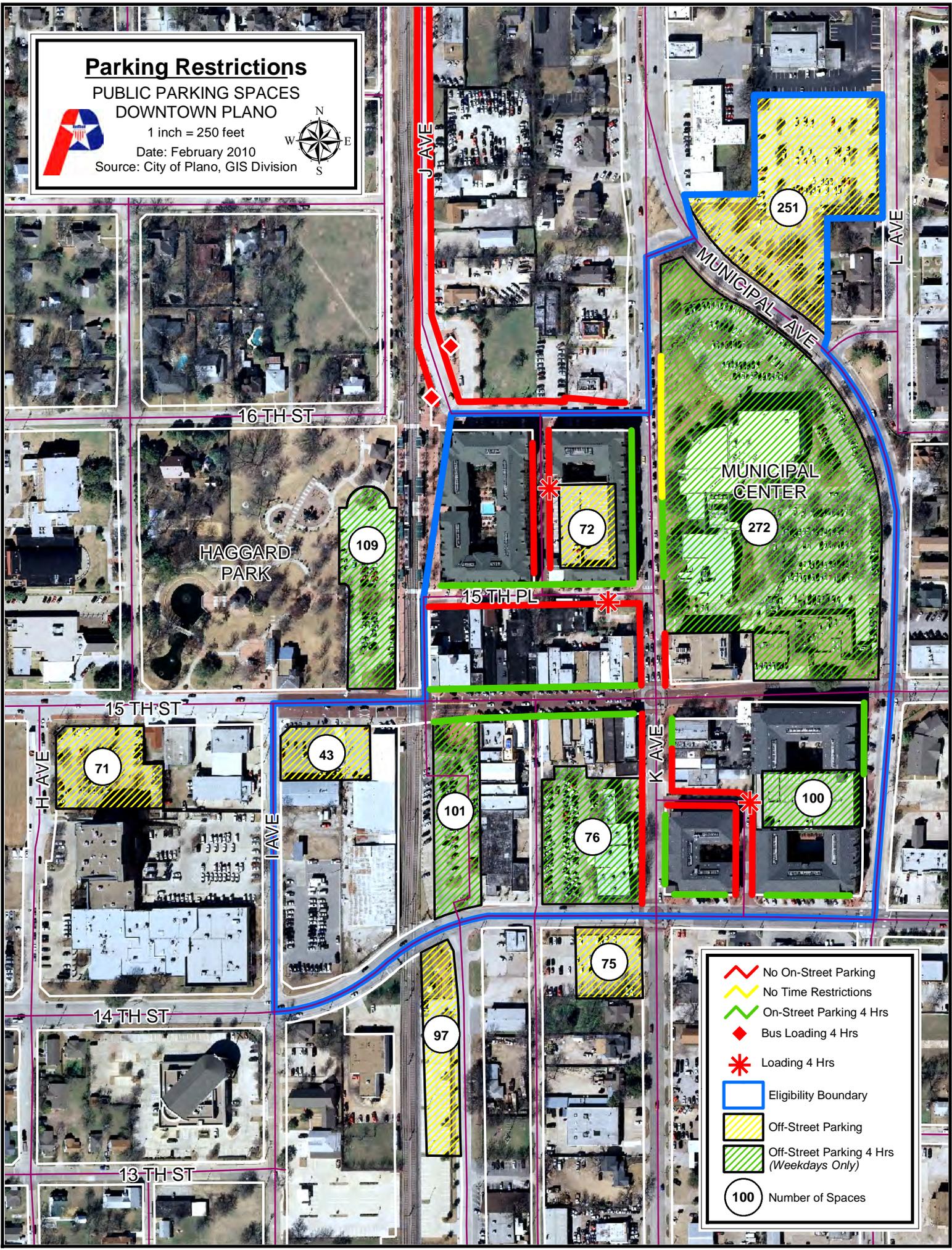
Parking Restrictions

PUBLIC PARKING SPACES
DOWNTOWN PLANO

1 inch = 250 feet

Date: February 2010

Source: City of Plano, GIS Division



	No On-Street Parking
	No Time Restrictions
	On-Street Parking 4 Hrs
	Bus Loading 4 Hrs
	Loading 4 Hrs
	Eligibility Boundary
	Off-Street Parking
	Off-Street Parking 4 Hrs (Weekdays Only)
	Number of Spaces

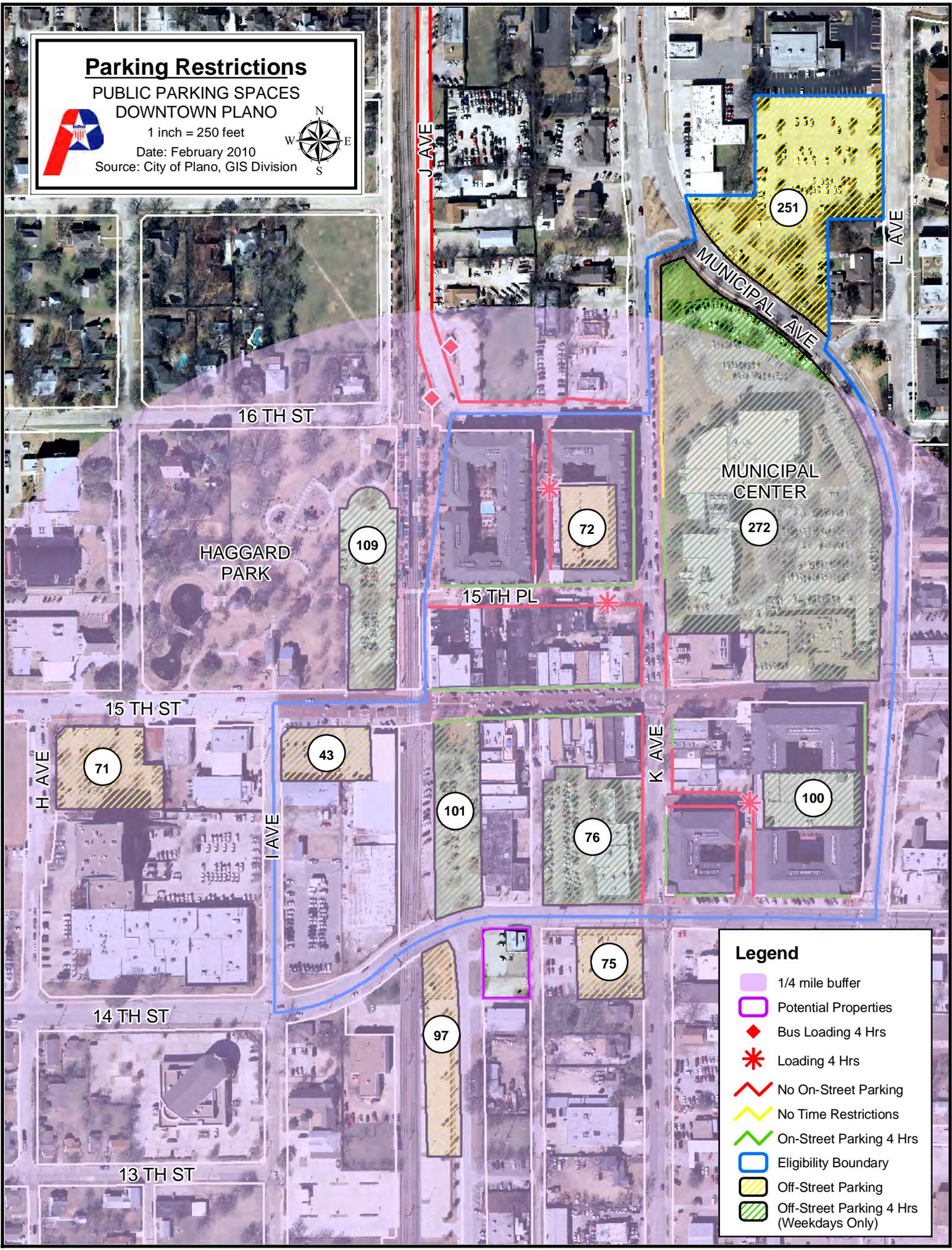
Parking Restrictions

PUBLIC PARKING SPACES
DOWNTOWN PLANO

1 inch = 250 feet

Date: February 2010

Source: City of Plano, GIS Division



Legend

- 1/4 mile buffer
- Potential Properties
- Bus Loading 4 Hrs
- Loading 4 Hrs
- No On-Street Parking
- No Time Restrictions
- On-Street Parking 4 Hrs
- Eligibility Boundary
- Off-Street Parking
- Off-Street Parking 4 Hrs (Weekdays Only)

DATE: February 16, 2010
TO: Applicants with Items before the Planning & Zoning Commission
FROM: James Duggan, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of February 15, 2010

**AGENDA ITEM NO. 9 - PRELIMINARY SITE PLAN
67/EASTSIDE 14TH STREET ADDITION, BLOCK A, LOT 1
APPLICANT: EASTSIDE 14TH STREET, L.L.C.**

Retail, restaurant, and general office on one lot on 0.3± acre located at the southeast corner of J Avenue and 14th Street. Zoned Downtown Business/Government. Neighborhood #67.

APPROVED: _____ **DENIED:** _____ **5-0** **TABLED:** _____

STIPULATIONS:

The Commission believed that granting a credit for public parking would not be a viable solution for the parking needs of the development and that the applicant needed to provide a substantial portion of the parking required for the development. They also believed that allowing the applicant to use a larger number of public parking spaces for this development would limit the availability of spaces for existing and future businesses in the Downtown Business/Government area.

EH/dc

xc: Nathan Shea, Eastside 14th Street, L.L.C.
Michael Shea, MDS Real Estate, Inc.

CITY OF PLANO
PLANNING & ZONING COMMISSION

February 15, 2010

Agenda Item No. 9

Preliminary Site Plan: Eastside 14th Street Addition, Block A, Lot 1

Applicant: Eastside 14th Street, L.L.C.

DESCRIPTION:

Retail, restaurant, and general office on one lot on 0.3± acre located at the southeast corner of J Avenue and 14th Street. Zoned Downtown Business/Government. Neighborhood #67.

REMARKS:

The purpose of the preliminary site plan is to show the proposed retail, restaurant, and general office building. This site has an existing building at the northeast corner of the property that is to remain. The applicant is proposing to develop the remainder of the property as a four story retail, restaurant, and general office building with limited on-street and off-street parking. The proposed building will wrap the existing building and its building footprint is consistent with the urban form of development found within the downtown area and as prescribed within the Downtown Business/Government (BG) district.

ISSUES:

Parking

This site is located within the BG zoning district. The parking requirement for retail, restaurant, and general office uses in BG is one space for every 300 square feet of gross floor area. The existing and proposed buildings will require 107 parking spaces, and the applicant is proposing to provide 16 spaces with this development. The BG district allows the Planning & Zoning Commission to grant a credit for available public parking that is accessible to a proposed development or redevelopment project (Subsection 2.821(4)(d) of the Zoning Ordinance).

The subject property is near existing surface parking lots which lie to the east, northeast, northwest, and southwest of this site. The adjacent parking lots collectively contain over 300 parking spaces, which should be adequate to serve the needs of the proposed development, as well as other businesses within the area. Therefore, staff

recommends the Planning & Zoning Commission grant a credit to allow the applicant to use available public parking in lieu of constructing the required parking onsite. As an alternative to using existing public parking, the applicant would have to provide structured parking on the site which would limit the building area, as well as potentially be cost prohibitive for redeveloping the site given the size of the property. In an urban setting, like downtown Plano, it is not uncommon to have public parking lots available to serve businesses within the area.

Nonconforming Structure

The existing office building at the northeast corner of the property is a nonconforming structure. The BG district contains provisions that include minimum and maximum front building setbacks in order to create an urban form of development. The existing building does not conform to these setbacks. The building is allowed to remain since the applicant is not proposing to expand it. The proposed building conforms to the setbacks as prescribed in the BG district.

Minimum Lot Frontage

The existing lots do not meet the minimum street frontage requirement per the Subdivision Ordinance. Section 5.2(e)(3) requires a minimum of 175 feet of continuous frontage along corner lots abutting streets. Currently, the site has approximately 100± feet of frontage along 14th Street and 145± feet of frontage along J Avenue.

The applicant is requesting a variance to the street frontage requirements. The lots are currently nonconforming and this development is not proposing to reduce the existing substandard lot sizes. The minimum frontage requirements were established to ensure adequate street frontage in order to accommodate adequate spacing between driveways for individual properties. For properties within the BG district, given the urban form of development desired by the city, it is possible that sites may not have surface parking provided on them thus negating the need for driveways. In some instances, parking areas may be more appropriately accessible from mews streets instead of thoroughfares. As properties redevelop in the BG district, allowances will need to be made to ensure development can occur. Consideration may need to be given to amending the Subdivision Ordinance minimum street frontage requirements for properties within the BG district. Staff is in support of the applicant's variance request.

Two Points of Access

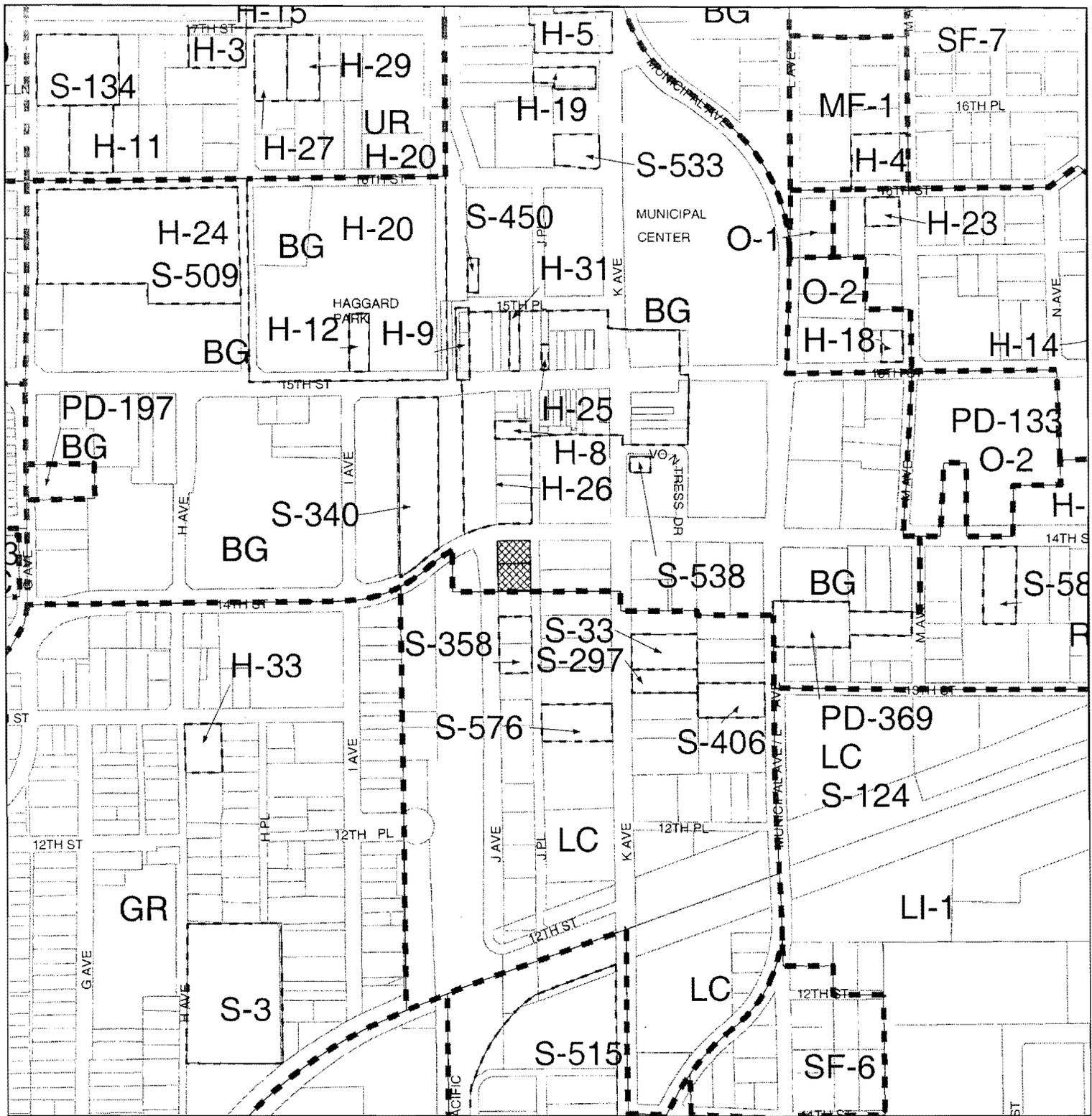
The applicant is also requesting a variance to the Subdivision Ordinance requirement for two points of access. Section 5.2(e)(3) of the Subdivision Ordinance requires all nonresidential lots to have a minimum of two points of access to public streets. The reason for this requirement is to ensure that developments have appropriate access to meet traffic demands for the site as well as adequate access for fire protection and emergency services. The applicant is proposing to have no direct access to a public street.

The preliminary site plan proposes the majority of the lot to be developed as building footprint with some onsite parking on the south side of the building. The subject property has adequate fire coverage from the adjacent streets and therefore has no need of onsite fire lanes. The proposed lot will have two drives on the east side of the property that will access an existing alley. One drive will be constructed to access the dumpsters and the other will be constructed to access the limited onsite parking area. Since this is an urban development with no large onsite parking areas, and since onsite fire lanes are not required, two points of access are not necessary. Therefore, staff is in support of the applicant's variance request.

RECOMMENDATION:

Recommended for approval subject to:

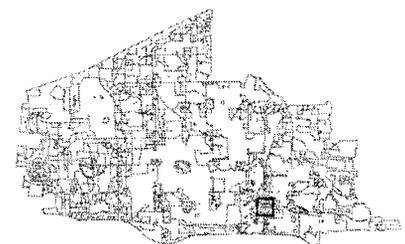
1. Planning & Zoning Commission granting a credit to allow the site to use public parking in lieu of constructing required parking onsite.
2. Planning & Zoning Commission granting a variance to the Subdivision Ordinance pertaining to minimum lot frontage requirements along 14th Street and J Avenue.
3. Planning & Zoning Commission granting a variance to the Subdivision Ordinance for the requirement of two points of access.



Item Submitted: PRELIMINARY SITE PLAN

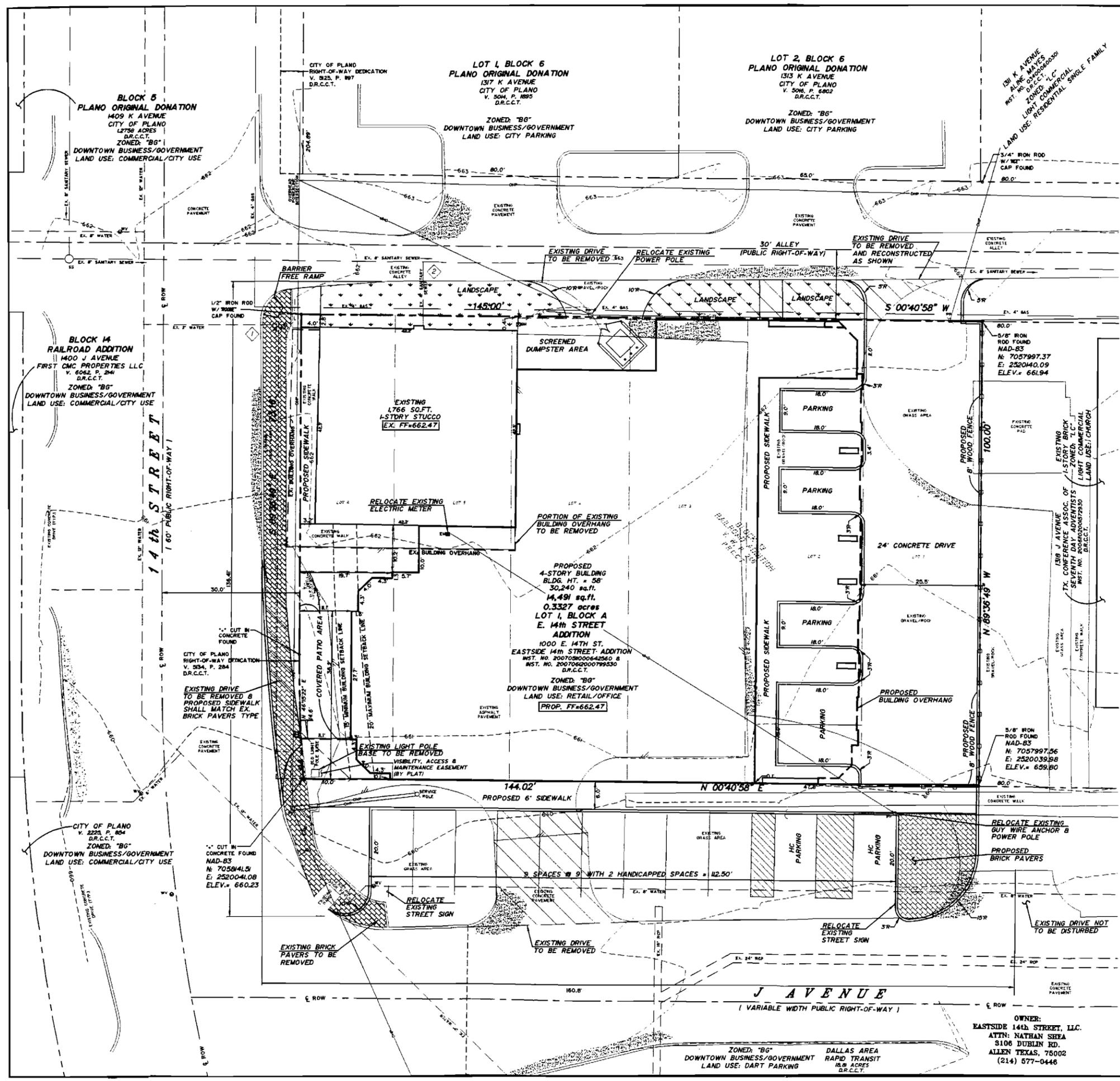
Title: EASTSIDE 14th STREET ADDITION
BLOCK A, LOT 1

Zoning: DOWNTOWN BUSINESS/GOVERNMENT



○ 200' Notification Buffer

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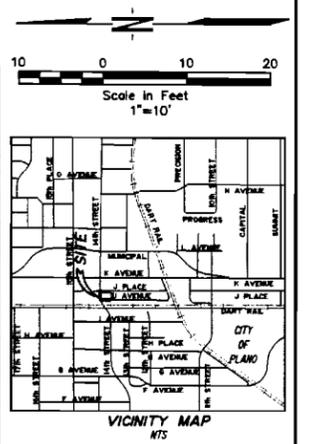


CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	CHORD BEARING
CI	04°11'42"	367.00'	13.44'	26.87'	26.86'	N 88°17'45" E

SITE DATA SUMMARY TABLE

Item	Lot 1, Block A
GENERAL SITE DATA	
Zoning (from zoning map)	BG
Land Use (from zoning ordinance)	RET/OFF
Lot Area (square feet & acres)	14,491/0.33
Building Footprint Area (square feet) (does not include parking deck)	10,826.41
Total Building Area (square feet)	32,006.00
Building Height (no. of stories)	4
Building Height (feet-distance to tallest building element)	58'
Lot Coverage (percent) - x.xx%	59.0%
PARKING	
Parking Ratio (from zoning ordinance)	1.300
Parking Required (no. of spaces)	107
Provided Parking (no. of spaces)	16 spaces
Accessible Parking Required (no. of spaces)	3
Accessible Parking Provided (no. of spaces)	3
Parking in Excess of 100% of Required Parking (no. of spaces)	N.A.
LANDSCAPE AREA (including turf areas)	
Landscape Area Provided (square feet)	N.A.
Required Interior Landscape Area (parking lot landscaping) (square feet)	N.A.
Additional Interior Landscape Area (square feet)	257
Other Landscape Area within the Lot including Stormwater Conservation Areas (square feet)	0
Total Landscape Area (square feet)	257
PERMEABLE AREA (not including landscaping or turf areas)	
Permeable Pavement (square feet)	0
Other Permeable Area within Lot including Landscaping and/or Turf Area (square feet)	0
Total Permeable Area (square feet)	0
IMPERVIOUS AREA	
Building Footprint Area (square feet)	8,864.20
Area of Sidewalks, Pavement, & other Impervious Flatwork (square feet)	5,369.80
Other Impervious Area	0
Total Impervious Area (square feet)	14,234
Sum of Total Landscape Area + Total Permeable Area + Total Impervious Area (square feet)	14,491
Total Impervious Area	14,234
Less BMP Impervious Credit	0
Billable Impervious Area	14,234



- GENERAL NOTES**
- Buildings 6,000 square feet or greater shall be 100% fire sprinkled.
 - Fire lanes shall be designed and constructed per city standards.
 - Handicapped parking areas shall be designed and provided per city standards and shall comply with requirements of the current, adopted International Building Code.
 - Barrier-free ramps, per city standards, shall be provided on sidewalks at all curb crossings.
 - Mechanical units, dumpsters, and trash compactors shall be screened in accordance with Zoning Ordinance.
 - All signage contingent upon approval by Building Inspection Department.
 - Approval of the site plan is not final until all engineering plans are approved.
 - Open storage, where permitted, shall be screened in accordance with the Zoning Ordinance.
 - Building facades within this development shall be compatible, as provided in the Retail Corner Design Guidelines.
 - Outdoor lighting shall comply with illumination standards within Section 6-466 of the Code of Ordinances.
 - Please contact the Building Inspection Department to determine the type of construction and occupancy group.
 - All electrical transmission, distribution, and service lines must be underground where required.
 - Uses shall conform in operation, location, and construction to the following performance standards in Section 3-300 of the Zoning Ordinance: noise, smoke and particulate matter, odorous matter, fire or explosive material, toxic and noxious matter, vibration, and/or other performance standards.
 - All existing drives to be removed and proposed drives to be constructed as shown on plan.

- LEGEND**
- ⊕ POWER POLE
 - ⊙ WATER METER
 - ⊖ WATER VALVE
 - ⊠ JUNCTION BOX
 - ⊡ GAS METER
 - ⊓ METAL SIGN
 - ⊔ POWER POLE ANCHOR
 - ⊕ SANITARY SEWER MANHOLE
 - ⊖ OVERHEAD POWER LINE
 - ⊗ ELECTRIC METER



WATER METER SCHEDULE

ID.	TYPE	SIZE	No.	SAN. SEW.	REMARKS
1	DOM.	2"	1	N.A.	EXISTING
2	DOM.	N.A.	1	6"	EXISTING

WATER METER AND SERVICE TO BE INSTALLED BY CITY WATER DEPT. AT OWNER'S EXPENSE

- BENCHMARKS:**
- "- cut found on concrete sidewalk located at Southeast intersection of 14th Street and J Avenue. Elev. = 660.23
 - 5/8" iron rod found at Southwest corner of property adjacent to Avenue J. Elev. = 659.80
 - 5/8" iron rod found at Southeast corner of property adjacent to alley. Elev. = 661.94

NO.	DATE	REVISION

PROJ. NO. 5841-10-01-01 DWG. NO. 5841siteplan.dwg
Gonzalez & Schneeberg
 engineers - surveyors (972) 515-8855 Fax:(972) 515-8901
PRELIMINARY SITE PLAN
 EASTSIDE 14TH STREET ADDITION, BLOCK A, LOT 1
 1000 E. 14TH STREET
 CITY OF PLANO, TEXAS

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
GSES	GSES	FEBRUARY 2010	1" = 10'			