

RESOLUTION NO. 46-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROGRAM TO PROMOTE LOCAL ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY AND AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE AN AGREEMENT FOR SUCH PURPOSES WITH UNITED PARCEL SERVICE, INC., AND BT-OH, LLC (COLLECTIVELY THE "COMPANY"), REGARDING THE CAPTURE AND REIMBURSEMENT OF LOCAL SALES/USE TAXES IN CONNECTION WITH THE EXPANSION AND MODERNIZATION OF THE COMPANY'S BUSINESS AT 4200 SAMUELL BOULEVARD, MESQUITE, TEXAS.

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes the City of Mesquite, Texas ("City") and other municipalities to establish and provide for the administration of programs that promote local economic development and stimulate business and commercial activity; and

WHEREAS, the City Council has been presented with a proposed agreement providing economic incentives to United Parcel Service, Inc., an Ohio corporation, and BT-OH, LLC, an Ohio limited liability company (hereinafter collectively referred to as the "Company"), regarding the capture and reimbursement of local sales/use taxes in connection with the expansion and modernization of the Company's business at 4200 Samuell Boulevard, Mesquite, Texas 75149, a copy of said agreement being attached hereto as Exhibit "A" and incorporated herein by reference (the "Agreement"); and

WHEREAS, after holding a public hearing and upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the Agreement will assist in implementing a program whereby local economic development will be promoted, and business and commercial activity will be stimulated in the City.

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


SECTION 1. That the City Council finds that the terms of the proposed Agreement by and between the City and the Company, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, will benefit the City and will accomplish the public purpose of promoting local economic development and stimulating business and commercial activity in the City in accordance with Section 380.001 of the Texas Local Government Code.

SECTION 2. That the City Council hereby adopts an economic development program whereby, subject to the terms and conditions of the Agreement, the City will provide economic development incentives to the Company and take other specified actions as more fully set forth in the Agreement in accordance with the terms and subject to the conditions outlined in the Agreement.

SECTION 3. That the terms and conditions of the Agreement, having been reviewed by the City Council and found to be acceptable and in the best interest of the City and its citizens, are hereby approved.

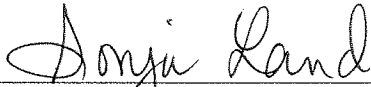
SECTION 4. That the City Manager is hereby authorized to finalize and execute the Agreement and all other documents necessary to consummate the transactions contemplated by the Agreement.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 17th day of October, 2016.



Stan Pickett
Mayor

ATTEST:



Sonja Land
City Secretary

APPROVED:



B.J. Smith
City Attorney

APPROVED BY CITY COUNCIL
DATE 10.17.16
AGENDA ITEM NO. 18

ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

(Chapter 380 Agreement)

This Economic Development Program Agreement (this "Agreement") is made and entered into by and between the City of Mesquite, a Texas home rule municipality (the "City") and United Parcel Service, Inc., an Ohio corporation and BT-OH, LLC, an Ohio limited liability company (United Parcel Service, Inc. and BT-OH, LLC shall be referred to collectively herein as the "Company").

WITNESSETH:

WHEREAS, all capitalized terms used herein shall have the meanings set forth in this Agreement;
and

WHEREAS, the Company is a global logistics company providing package delivery services and supply chain management solutions to customers all over the world (the "Company's Business"); and

WHEREAS, BT-OH, LLC is the owner of that certain tract of real property located in the City consisting of approximately 72 acres and being commonly known as 4200 Samuell Blvd., Mesquite, Texas 75149 and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Land"); and

WHEREAS, United Parcel Service, Inc. is the tenant/occupant of the building consisting of approximately 341,000 square feet currently located on the Land (the "Building"); and

WHEREAS, the Land and Building are hereinafter sometimes collectively referred to as the "Mesquite Facility"; and

WHEREAS, the Company is planning to make at least EIGHTY SEVEN MILLION AND NO/100 DOLLARS (\$87,000,000.00) in New Capital Improvements to the Mesquite Facility that will secure the Mesquite Facility campus as a key Dallas/Fort Worth logistics hub for the Company; and

WHEREAS, the Company may structure the purchase/sale transactions in connection with the New Capital Improvements so that local sales/use taxes incurred in connection with such transactions are sourced to the City resulting in additional local sales/use taxes being paid to and collected by the City; and

WHEREAS, the Company has advised the City that a contributing factor inducing the Company to make the New Capital Improvements and inducing the Company to structure the purchase/sale transactions in connection with the New Capital Improvements so that local sales/use taxes incurred in connection with such transactions are sourced to the City, is the agreement by the City to provide the economic development incentives to the Company under the terms and conditions as more fully set forth in this Agreement; and

WHEREAS, the City has established an Economic Development Incentive Program pursuant to Section 380.001 of the Texas Local Government Code (the "Program") and authorizes this Agreement as part of the Program; and

WHEREAS, the Company desires to participate in the Program by entering into this Agreement;
and

WHEREAS, the City Council finds and determines that this Agreement will effectuate the purposes set forth in the Program and that the Company's performance of its obligations set forth in this Agreement will increase the amount of local sales/use taxes paid to and collected by the City, promote

local economic development in the City, stimulate business and commercial activity in the City and benefit the City and its citizens.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties agree as follows:

ARTICLE I

Incorporation of Recitals

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

ARTICLE II

Definitions

As used herein, the following terms shall have the following meanings, to-wit:

“Additional Municipal Sales/Use Taxes” shall mean all sales and use taxes now and hereafter authorized, adopted, imposed and/or collected by or on behalf of the City pursuant to §321.101(b) of the Texas Tax Code, as amended and/or replaced, and shall specifically include all Type B Sales/Use Taxes, Property Tax Relief Taxes and all sales and use taxes now and hereafter prohibited by law from being used for payment of economic development incentives.

“Affiliate” shall mean any parent or subsidiary business, division, or unit of the Company, and any third party contractors, subcontractors or vendors engaged on its behalf to complete the Project.

“August 380 Agreement” shall mean that certain Economic Development Incentive Agreement (Chapter 380 Agreement) dated effective August 23, 2016, entered into by and between the City and the Company.

“Building” shall have the meaning set forth in the Recitals in this Agreement.

“Business Personal Property” shall mean moveable items of personal property owned by the Company and used in the Company’s ordinary course of business which are located at the Mesquite Facility but are not permanently affixed to, or part of, the Land and shall consist of machinery, equipment, furniture, computers, vehicles and Taxable Inventory provided such items are taxed by the City as Business Personal Property of the Company for ad valorem tax purposes.

“Capital Improvements” shall mean structural improvements, major renovations, replacements, upgrades and other substantial alterations, changes, modifications and additions to the Building and the Company’s Business Personal Property at the Mesquite Facility considered as capital assets under generally accepted accounting principles.

“Capital Investment” shall have the meaning set forth in Article VI, Section 1 of this Agreement and shall include only expenditures that are capitalized as capital assets on the books of the Company in accordance with generally accepted accounting principles.

“Capital Investment Certificate” shall have the meaning set forth in Article VII, Section 7 of this Agreement.

"Certificate of Compliance" shall mean a certificate in such form as is reasonably acceptable to the City executed on behalf of the Company by a duly authorized Company Representative certifying to the City: (i) that all Conditions Precedent have been satisfied and are then continuing; (ii) that no Default then exists by the Company under the terms of this Agreement and that no event exists which, but for notice, the lapse of time, or both, would constitute a Default by the Company under the terms of this Agreement; and (iii) that no default then exists by the Company under the terms of the August 380 Agreement and that no event exists which, but for notice, the lapse of time, or both, would constitute a default by the Company under the terms of the August 380 Agreement.

"Certificate of Occupancy" shall mean a final certificate of occupancy issued to the Company by the City authorizing the Company to operate the Company's Business from the approximately 350,000 square foot expansion of the existing Building.

"City" shall mean the City of Mesquite, a Texas home rule municipality.

"City Sales/Use Tax" and "City Sales/Use Taxes" shall mean the municipal sales and use taxes that are collected by or on behalf of the City for general fund purposes authorized pursuant to §321.101(a) of the Texas Tax Code, as amended and/or replaced, and currently at the rate of one percent (1.0%) pursuant to §321.103(a) of the Texas Tax Code and specifically does not include the State of Texas Sales/Use Taxes and any Additional Municipal Sales/Use Taxes.

"City's Sales/Use Tax Account" shall have the meaning set forth in Article VII, Section 3 of this Agreement.

"Company" shall mean United Parcel Service, Inc., an Ohio corporation and BT-OH, LLC, an Ohio limited liability company, and their successors and assigns only as permitted by Article X, Section 1 of this Agreement.

"Company's Business" shall have the meaning set forth in the Recitals in this Agreement.

"Company Representative" of United Parcel Service, Inc. shall mean a duly-authorized officer of United Parcel Service, Inc. acting on behalf of United Parcel Service, Inc. "Company Representative" of BT-OH, LLC shall mean a duly-authorized officer of the manager or managing member of BT-OH, LLC acting on behalf of BT-OH, LLC.

"Condition Precedent" and "Conditions Precedent" shall have the meanings set forth in Article VII of this Agreement.

"Default" shall have the meaning set forth in Article IX, Section 1 of this Agreement.

"Defaulting Party" shall have the meaning set forth in Article IX, Section 1 of this Agreement.

"Economic Development Incentive" shall have the meaning set forth in Article VIII, Section 1 of this Agreement.

"Effective Date" shall mean the date the Company and the City execute this Agreement if both the Company and the City execute this Agreement on the same date. If the Company and the City execute this Agreement on different dates, any reference to the "Effective Date" shall mean the later of the two dates this Agreement is executed by the Company and the City.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of a receiver for any part of such Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, the voluntary commencement of any proceeding under

any bankruptcy or insolvency laws by any Party, or the involuntary commencement of any proceeding against any Party under any bankruptcy or insolvency laws and such involuntary proceeding is not dismissed within ninety (90) days after the filing thereof.

“Incentive Period” shall mean the period commencing with the Effective Date and continuing until and including December 31, 2021.

“Land” shall have the meaning set forth in the Recitals in this Agreement.

“Maximum Lawful Rate” shall mean the maximum lawful rate of non-usurious interest that may be contracted for, charged, taken, received or reserved by the City in accordance with the applicable laws of the State of Texas (or applicable United States federal law to the extent that such law permits the City to contract for, charge, take, receive or reserve a greater amount of interest than under Texas law).

“Mesquite Facility” shall have the meaning set forth in the Recitals in this Agreement.

“Net City Sales/Use Taxes” shall mean the City Sales/Use Taxes collected by or on behalf of the City less any collection fee retained by the State Comptroller and less any credits for returned items.

“New Business Personal Property” shall mean new items of Business Personal Property that are purchased by the Company and installed at the Mesquite Facility after the Effective Date and that are considered as capital assets under generally accepted accounting principles and shall specifically exclude vehicles, Taxable Inventory and Non-Taxable Inventory.

“New Capital Improvements” shall have the meaning set forth in Article VI, Section 1 of this Agreement.

“Non-Defaulting Party” shall have the meaning set forth in Article IX, Section 1 of this Agreement.

“Non-Taxable Inventory” shall mean goods in transit, free-port goods and merchandise, supplies, materials or other goods that are non-taxable.

“Party” shall mean either the Company or the City.

“Parties” shall mean both the Company and the City.

“Payment Request” shall mean a written request executed by a duly authorized Company Representative requesting the payment of all or any portion of the Economic Development Incentive pursuant to the terms of this Agreement.

“Person” or “Persons” shall mean one or more individual(s) or corporation(s), general or limited partnership(s), limited liability company(s), trust(s), estate(s), unincorporated business(es), organization(s), association(s) or any other entity(s) of any kind.

“Program” shall have the meaning set forth in the Recitals in this Agreement.

“Project” shall have the meaning set forth in Article VI, Section 1 of this Agreement.

“Property Tax Relief Taxes” shall mean the municipal sales and use taxes authorized, adopted, imposed and/or collected by or on behalf of the City pursuant to §321.101(b) of the Texas Tax Code, as amended and/or replaced, currently at the rate of one-half of one percent to be used to reduce the property tax rate of the City.

“State Comptroller” shall mean the Office of the Texas Comptroller of Public Accounts, or any successor agency.

“State of Texas Sales/Use Taxes” shall mean the State of Texas sales and use taxes, currently at the rate of six and one-quarter percent (6.25%), authorized, adopted, imposed and/or collected pursuant to §151.051 of the Texas Tax Code, as amended and/or replaced, and all other sales and use taxes now and hereafter authorized, adopted, imposed and/or collected by or on behalf of the State of Texas.

“Taxable Inventory” shall mean taxable merchandise and supplies owned by the Company and located at the Mesquite Facility and shall include raw materials, work-in-process and finished goods.

“Type B Sales Taxes” shall mean the municipal sales taxes authorized, adopted, imposed and/or collected by or on behalf of the City pursuant to §321.101(b) of the Texas Tax Code, as amended and/or replaced, currently at the rate of one-half of one percent (.5%), for use by the Mesquite Quality of Life Corporation, a Type B economic development corporation, operating pursuant to Chapter 505 of the Texas Local Government Code, as amended and/or replaced, and shall also include any other sales taxes now or hereafter authorized, adopted, imposed and/or collected by or on behalf of the City for use by any other Type B economic development corporation hereafter created by or on behalf of the City.

“Unconfirmed Sales/Use Tax Payment” shall have the meaning set forth in Article VIII, Section 5 of this Agreement.

“Undocumented Workers” shall mean individuals who, at the time of employment with the Company, are not: (i) lawfully admitted for permanent residence to the United States or are not authorized under law to be employed in that manner in the United States; and (ii) such other Persons as are included within the definition of undocumented workers pursuant to 8 U.S.C. §1324a (f) or any other applicable law or regulation.

ARTICLE III

Authority for Agreement

This Agreement is authorized by Chapter 380 of the Texas Local Government Code. The City Council finds and determines that this Agreement will effectuate the purposes set forth in the Program and that the Company’s performance of its obligations herein will increase the amount of local sales/use taxes paid to and collected by the City, promote local economic development in the City, stimulate business and commercial activity in the City and benefit the City and its citizens.

ARTICLE IV

Term

The term of this Agreement shall commence on the Effective Date and shall continue until June 30, 2022, unless sooner terminated as provided herein.

ARTICLE V

Company’s Covenant Not to Employ Undocumented Workers

1. Covenant Not to Employ Undocumented Workers. The Company hereby certifies that the Company and each branch, division, and department of the Company does not employ any Undocumented Workers and the Company hereby covenants and agrees that the Company and each branch, division and department of the Company will not knowingly employ any Undocumented Workers during the term of this Agreement.

2. Covenant to Notify City of Conviction for Undocumented Workers. The Company further hereby covenants and agrees to provide the City with written notice of any conviction of the Company, or any branch, division or department of the Company, of a violation under 8 U.S.C. §1324a (f) within thirty (30) days from the date of such conviction.

3. Repayment of Economic Development Incentive in Event of Conviction for Employing Undocumented Workers. If, after receiving any Economic Development Incentive under the terms of this Agreement, the Company, or a branch, division or department of the Company, is convicted of a violation under 8 U.S.C. §1324a (f), the Company shall pay to the City, not later than the 120th day after the date the City notifies the Company of the violation, an amount equal to the total amount of the Economic Development Incentive previously paid by the City to the Company under the terms of this Agreement plus interest at the rate equal to the *lesser* of: (i) the Maximum Lawful Rate; or (ii) five percent (5%) per annum, such interest rate to be calculated on each such Economic Development Incentive being recaptured from the date each such Economic Development Incentive was paid by the City to the Company until the date repaid by the Company to the City and such interest rate shall adjust periodically as of the date of any change in the Maximum Lawful Rate.

4. Limitation on Economic Development Incentive. The City shall have no obligation to pay all or any part of the Economic Development Incentive to the Company if the Company, or any branch, division or department of the Company is convicted of a violation under 8 U.S.C. §1324a (f).

5. Remedies. The City shall have the right to exercise all remedies available by law to collect any sums due by the Company to the City pursuant to this Article V including, without limitation, all remedies available pursuant to Chapter 2264 of the Texas Government Code.

6. Limitation. The Company is not liable for a violation of Article V of this Agreement by a subsidiary, affiliate, or franchisee of the Company, or by a person with whom the Company contracts.

7. Survival. The terms, provisions, covenants, agreements and obligations of the Company and the rights and remedies of the City set forth in Article V of this Agreement shall expressly survive the expiration or termination of this Agreement.

ARTICLE VI

Company's Additional Covenants

In consideration of the City's agreement to grant the Economic Development Incentive to the Company upon the terms and conditions as more fully set forth herein, the Company represents, covenants and agrees as follows, to-wit:

1. Capital Investment. During the Incentive Period, the Company will make expenditures in the amount of at least EIGHTY SEVEN MILLION AND NO/100 DOLLARS (\$87,000,000.00) (the "Capital Investment") in connection with the following new capital improvements (collectively the "New Capital Improvements"), to-wit: (i) the construction of Capital Improvements to the existing Building substantially as described and/or depicted in Exhibit "B" attached hereto and made a part hereof for all purposes; (ii) the construction of Capital Improvements consisting of an approximately 350,000 square foot expansion of the existing Building, substantially as described and/or depicted in Exhibit "C" attached hereto and made a part hereof for all purposes; and (iii) the purchase and installation of New Business Personal Property at the Mesquite Facility substantially as described and/or depicted in Exhibit "D" attached hereto and made a part hereof for all purposes (collectively the "Project"). When calculating the expenditures required under this Article VI, Section 1, the Parties agree that no expenditure shall be included as part of the Capital Investment unless the expenditure is capitalized as a capital asset on the books of the Company in accordance with generally accepted accounting principles;

2. Certificate of Occupancy. The Company will obtain a Certificate of Occupancy for the approximately 350,000 square foot expansion of the existing Building on or before December 31, 2020 and the Company shall commence operations of the Company's Business in the approximately 350,000 square foot expansion of the existing Building on or before December 31, 2021;
3. Sourcing of Local Sales Tax. The Company acknowledges that the manner in which a purchase/sale transaction is structured determines whether local sales/use taxes paid in connection with such transaction will be sourced/paid to the City. The Parties agree that the Company shall be solely responsible for the manner in which all purchase/sale transactions in connection with the Project are structured and the Company shall be solely responsible for whether local sales/use taxes incurred in connection with such transactions are sourced/paid to the City. The Company may elect to forego inclusion of any purchase/sale transaction from this Agreement provided, however, the Company acknowledges that no economic development incentive will be paid with respect to any purchase/sale transaction unless the transaction is in connection with and attributable solely to the Project and the local sales/use tax incurred in connection with such transaction is sourced/paid to the City;
4. Disclosure of Information. The Company further agrees to disclose to the City, within thirty (30) days after written request by the City, all information related to purchase/sale transactions in connection with the Project;
5. Inspection. The Company shall provide the City, its agents and employees with access to the Mesquite Facility at such times as the City may reasonably request to conduct such inspections as the City deems necessary in order to confirm compliance by the Company with the representations, covenants and agreements of the Company as set forth in this Agreement provided the City has given the Company at least seventy-two (72) hours prior written notice of such inspection, so long as the inspection does not substantially interfere with or otherwise compromise the Company's or its facility's operational efficiency, safety, security or confidentiality;
6. Representative of Company to Accompany Inspections. The Company shall provide a representative of the Company to accompany the City during all inspections of the Mesquite Facility conducted by the City pursuant to Article VI, Section 5 above;
7. Timely Payment of Ad Valorem Taxes. The Company shall timely pay all ad valorem taxes assessed against the Land, the Building [including the existing Building and the approximately 350,000 square feet expansion of the existing Building] and the Business Personal Property of the Company located at the Mesquite Facility during the term of this Agreement prior to the date such taxes become delinquent;
8. Performance of August 380 Agreement. The Company shall timely keep and perform all terms, provisions, agreements, covenants, conditions and obligations to be kept or performed by the Company under the terms of the August 380 Agreement; and
9. Performance of this Agreement. The Company shall timely keep and perform all terms, provisions, agreements, covenants, conditions and obligations to be kept or performed by the Company under the terms of this Agreement.

ARTICLE VII

Conditions Precedent to Payment of Economic Development Incentive

The Company and the City hereby expressly acknowledge and agree that the City's obligation to pay the Economic Development Incentive under the terms of this Agreement shall expressly be conditioned upon the satisfaction of each and every one of the following conditions precedent (sometimes referred to

singularly herein as a "Condition Precedent" and sometimes collectively referred to as the "Conditions Precedent"), to-wit:

1. Payment Request. The Company shall have submitted a Payment Request to the City requesting payment of the portion of the Economic Development Incentive then due by the City to the Company pursuant to the terms of this Agreement. Each Payment Request shall be accompanied by a Certificate of Compliance dated effective as of the date of the Payment Request;
2. Supporting Documentation Submitted With Payment Request. The Company shall have submitted in support of its Payment Request a listing identifying the following information in connection with such Payment Request:
 - each legal entity that remitted City Sales/Use Tax to the State Comptroller in connection with taxable purchases/sales made by the Company or an Affiliate in connection with and attributable solely to the Project during the period covered by such Payment Request; and,
 - the tax remitting legal entity's sales/use tax number under which the tax was remitted; and,
 - the period that the sales/use tax payment was made by the Company or an Affiliate; and,
 - the amount of taxable purchases/sales made by the Company or an Affiliate during the period covered by the Payment Request that resulted in the payment of City Sales/Use Tax, with sufficient supporting documentation in the judgment of the City to confirm the amount of purchases/sales that were made by the Company or an Affiliate during such period in connection with and attributable solely to the Project; and
 - the amount of City Sales/Use Taxes paid by the Company or an Affiliate during the period covered by the Payment Request and the amount of City Sales/Use Taxes paid by the Company or an Affiliate during such period that were made in connection with and attributable solely to the Project.
3. Deposit to City's Sales/Use Tax Account. The Company shall have provided to the City documentation satisfactory to the City that local sales/use taxes attributable solely to purchase transactions made by the Company or an Affiliate in connection with the Project have been deposited to the City's sales/use tax account, Texas Comptroller of Public Account's Local Authority Code 2057039 (the "City's Sales/Use Tax Account");
4. Verification of Deposit to City's Sales/Use Tax Account. The City has verified the amount of local sales/use taxes deposited to the City's Sales/Use Tax Account that are attributable solely to purchase transactions made by the Company or an Affiliate in connection with the Project;
5. Confirmation of Receipt of Sales/Use Tax Payments. The City has confirmed that it has received the City's portion of all sales/use tax payment(s) for which the Payment Request is being requested;
6. Capital Investment. The Company shall have satisfied its obligation to make the Capital Investment by making expenditures in the collective amount of at least EIGHTY SEVEN MILLION AND NO/100 DOLLARS (\$87,000,000.00) in connection with the Project no earlier than the Effective Date and no later than December 31, 2021. When calculating such expenditures, the Parties agree that no expenditure shall be included as part of the Capital Investment unless the expenditure is capitalized as a capital asset on the books of the Company in accordance with generally accepted accounting principles;
7. Capital Investment Certificate. The Company shall have submitted to the City a certificate in such form as is reasonably acceptable to the City executed by a Company Representative certifying that

the Company has made expenditures of at least EIGHTY SEVEN MILLION AND NO/100 DOLLARS (\$87,000,000.00) in connection with the New Capital Improvements (the "Capital Investment Certificate"). When calculating the expenditures in connection with the New Capital Improvements, the Parties agree that no expenditure shall be included as part of the Capital Investment unless the expenditure is capitalized as a capital asset on the books of the Company in accordance with generally accepted accounting principles;

8. Records and Reports. The Company shall have delivered to the City copies of such invoices, paid receipts, payment records and such other documentation as the City may reasonably request to confirm compliance by the Company with the Conditions Precedent set forth in this Article VII;

9. Timely Payment of Ad Valorem Taxes. The Company shall have timely paid all ad valorem taxes assessed against the Land, the Building [including the existing Building and the approximately 350,000 square feet expansion of the existing Building] and the Company's Business Personal Property at the Mesquite Facility as of the date of the Payment Request and the City shall have confirmed the receipt of such tax payments;

10. Performance of August 380 Agreement. The Company shall have timely kept and performed all terms, provisions, agreements, covenants, conditions and obligations to be kept or performed by the Company under the terms of the August 380 Agreement and no default by the Company under the terms of the August 380 Agreement shall then exist and no event shall exist which, but for notice, the lapse of time, or both, would constitute a default by the Company under the terms of the August 380 Agreement;

11. Performance of this Agreement. The Company shall have timely kept and performed all terms, provisions, agreements, covenants, conditions and obligations to be kept or performed by the Company under the terms of this Agreement and no Default by the Company shall then exist and no event shall exist which, but for notice, the lapse of time, or both, would constitute a Default by the Company under the terms of this Agreement;

12. Inspection. At the option of the City, the City shall have inspected the Mesquite Facility to confirm the Company's compliance with the terms and provisions of this Agreement; and

13. No Conviction for Undocumented Workers. As of the date of the Payment Request, and at all times during the term of this Agreement prior to the Payment Request, the Company shall not have been convicted by a court of competent jurisdiction of knowingly employing Undocumented Workers to work for the Company at the Mesquite Facility or at any other branch, division or department of the Company.

ARTICLE VIII

City Covenants

1. Grant of Economic Development Incentive. The City hereby approves, subject to the Conditions Precedent more fully set forth in Article VII of this Agreement and the provisions set forth in Sections 5 and 6 of Article VIII of this Agreement, an economic development grant to the Company in the amount equal to fifty percent (50%) of the Net City Sales/Use Taxes paid to the City during the term of this Agreement in connection with taxable purchases made by the Company or an Affiliate in connection with and attributable solely to the Project (the "Economic Development Incentive").

2. Payment of Economic Development Incentive. Provided the Conditions Precedent set forth in Article VII of this Agreement have been satisfied and are then continuing, the City will pay the Economic Development Incentive to the Company in annual installments with the first annual installment being due and payable on June 1st of the calendar year succeeding the calendar year during which the

Company satisfies its obligation to make the Capital Investment and with subsequent annual installments, if any, being due and payable on June 1st of each calendar year thereafter until and including the final annual installment payment which shall be due and payable on June 1, 2022. Provided the Conditions Precedent set forth in Article VII of this Agreement have been satisfied and are then continuing, the first annual installment payment shall be in the amount equal to the sum of fifty percent (50%) of the Net City Sales/Use Taxes paid to the City in connection with taxable purchases made by the Company or an Affiliate in connection with and attributable solely to the Project and that are paid to the City during the period from the Effective Date to December 31st of the calendar year during which the Company satisfies its obligation to make the Capital Investment provided, however, notwithstanding anything contained herein, any Unconfirmed Sales/Use Tax Payments shall be subject to the provisions of Sections 5 and 6 of Article VIII of this Agreement. Provided the Conditions Precedent set forth in Article VII of this Agreement have been satisfied and are then continuing, the second and subsequent annual installment payments, if any, shall be in the amount equal to the sum of fifty percent (50%) of the Net City Sales/Use Taxes that are paid to the City in connection with taxable purchases made by the Company or an Affiliate in connection with and attributable solely to the Project and that are paid to the City during the calendar year preceding the calendar year during which the payment is to be made provided, however, notwithstanding anything contained herein, any Unconfirmed Sales/Use Tax Payments shall be subject to the provisions of Sections 5 and 6 of Article VIII of this Agreement. For illustration purposes only, if the Company satisfies its obligation to make the Capital Investment in calendar year 2019 and the amount of Net City Sales/Use Taxes paid to the City during the period from the Effective Date to December 31, 2019 in connection with taxable purchases made by the Company or an Affiliate in connection with and attributable solely to the Project is \$100,000.00, and all other Conditions Precedent have been satisfied and are then continuing and there are no Unconfirmed Sales/Use Tax Payments, the first annual installment payment due under the terms of this Agreement would be due and payable on June 1, 2020 and would be in the amount of \$50,000.00. Further for illustration purposes only, if all Conditions Precedent have been satisfied and are then continuing and the amount of Net City Sales/Use Taxes paid to the City in calendar year 2020 in connection with taxable purchases made by the Company or an Affiliate in connection with and attributable solely to the Project is \$50,000.00 and there are no Unconfirmed Sales/Use Tax Payments, the second annual installment payment would be due and payable on June 1, 2021 and would be in the amount of \$25,000.00.

3. Funds Available for Payment of Economic Development Incentive. The grant of the Economic Development Incentive payable by the City to the Company as more fully set forth in this Agreement is not secured by a pledge of ad valorem taxes or financed by the issuance of any bonds or other obligations payable from ad valorem taxes of the City. The Economic Development Incentive payable hereunder shall be paid only from funds of the City authorized by Article III, Section 52-a, of the Texas Constitution and Texas Local Government Code Chapter 380. The Economic Development Incentive shall be subject to the City's appropriation of funds for such purpose to be paid in the budget year for which such Economic Development Incentive is to be made. This provision shall expressly survive the expiration or termination of this Agreement.

4. Confidentiality of Sales Tax Information. The Company acknowledges that sales tax information, records and reports are confidential under the laws of the State of Texas and accordingly, the Company agrees that it shall have no right to review or audit any sales tax information, records or reports in the possession of the City including, without limitation, any confidential information reports obtained by the City from the State Comptroller and/or any reports, working papers or other information obtained by the City from any Person including, without limitation, any Affiliate. This provision shall expressly survive the expiration or termination of this Agreement.

5. Reduction of Payment Request. Notwithstanding anything contained in this Agreement to the contrary, in the event the City is not able to confirm receipt of any sales/use tax payment(s) of the Company or any Affiliate by comparing the amounts included on the Company's Payment Request to the State Comptroller's detailed confidentiality report listing each tax receipt by month (individually an

"Unconfirmed Sales/Use Tax Payment" and collectively the "Unconfirmed Sales/Use Tax Payments"), then the City shall have the right to deny the portion of the Payment Request relating to all Unconfirmed Sales/Use Tax Payments and in such event, the Payment Request shall automatically be reduced by the amount attributed to the Unconfirmed Sales/Use Tax Payments and the Economic Development Incentive payment made to the Company in connection with such Payment Request shall not include the payment of any portion of any sales/use tax claimed to have been paid to the City in connection with such Unconfirmed Sales/Use Tax Payments.

6. Supplemental Payment Request. In the event the City denies any portion of a Payment Request pursuant to Article VIII, Section 5 above, the Company may, within thirty (30) days after such denial, submit a supplemental Payment Request for the portion of the Payment Request that was denied along with documentation evidencing that one or more Unconfirmed Sales/Use Tax Payments were indeed received by the City. If the documentation provided by the Company to the City pursuant to this Article VIII, Section 6 is satisfactory to the City and the City is able to confirm receipt of such previously Unconfirmed Sales/Use Tax Payment(s), the City will pay the Company an amount equal to fifty percent (50%) of the Net City Sales/Use Taxes paid to the City in connection with such Unconfirmed Sales/Use Tax Payment(s) within thirty (30) days after the City confirms receipt of the Unconfirmed Sales/Use Tax Payment(s).

ARTICLE IX

Defaults Recapture of Incentives Remedies

1. Default. A Party shall be in default of this Agreement (the "Defaulting Party"): (i) upon the occurrence of an Event of Bankruptcy or Insolvency of such Party; or (ii) if such Party fails to timely keep or perform any term, provision, agreement, covenant, condition or obligation to be kept or performed by such Party under the terms of this Agreement and such failure continues for sixty (60) days after written notice by the other Party (the "Non-Defaulting Party"); or (iii) if such Party fails to timely keep or perform any term, provision, agreement, covenant, condition or obligation to be kept or performed by such Party under the terms of the August 380 Agreement and such failure continues for sixty (60) days after written notice by the Non-Defaulting Party (each a "Default").

2. Remedies. Upon the occurrence of a Default, the Non-Defaulting Party shall have the right to terminate this Agreement by written notice to the Defaulting Party and shall further have the right to exercise any and/or all other rights and/or remedies available to the Non-Defaulting Party pursuant to the laws of the State of Texas.

3. Non-Payment of Economic Development Incentives. In the event the Company is determined by the City to be in Default of this Agreement, the City shall have no obligation to pay any Economic Development Incentive to the Company during any period during which the Company is in default.

4. Recapture of Economic Development Incentive. In the event this Agreement is terminated by the City pursuant to Article IX, Section 2 above, the City shall have no obligation to pay any further Economic Development Incentive to the Company and the Company shall immediately pay to the City, at the City's address set forth in Article X, Section 2 of this Agreement, or such other address as the City may hereafter notify the Company in writing, the sum equal to the lesser of: (i) five percent (5%) of the Economic Development Incentive previously paid by the City to the Company pursuant to this Agreement; or (ii) Fifty Thousand and No/100 Dollars (\$50,000.00). In the event the Company fails to timely pay any sums due by the Company to the City pursuant to this Article IX, Section 4, the Company shall be in breach of this Agreement and the City shall have the right, without further notice to the Company, to exercise any and/or all rights and/or remedies available to the City pursuant to the laws of the State of

Texas to collect such sums.

5. Survival. All terms, provisions, agreements, covenants, conditions, obligations, rights and remedies of each Party pursuant to this Article IX shall expressly survive the expiration or termination of this Agreement.

ARTICLE X

Miscellaneous

1. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns permitted under the terms of this Article X, Section 1, provided, however, notwithstanding anything contained herein to the contrary, this Agreement and the rights and obligations of the Company hereunder may not be assigned or transferred by the Company to any Person without the prior written consent of the City which may not be unreasonably withheld by the City. In the event the Company is a corporation or limited liability company, the sale, transfer or assignment of a controlling interest in the shares or membership interests of the Company or the sale, transfer or assignment of a controlling interest in the shares, membership or partnership interests of any majority shareholder or member of the Company shall constitute an assignment of this Agreement and the failure of the Company to obtain the prior written consent of the City prior to such sale, transfer or assignment of such shares, membership or partnership interests shall be an attempted assignment of this Agreement in violation of this Agreement and shall constitute a breach of this Agreement by the Company. Furthermore, neither the Company nor any approved assignee or their legal representatives or successors in interest shall, by operation of law or otherwise, assign, or otherwise transfer this Agreement or any part hereof, or the interest of the Company or any approved assignee under this Agreement, without obtaining the City's prior written consent, which may not be unreasonably withheld by the City. Any consent by the City to any assignment of this Agreement shall be held to apply only to the specific transaction thereby authorized and shall not constitute a waiver of the necessity for such consent to any subsequent assignment. Every assignee shall be subject to and be bound by all the provisions, covenants, and conditions of this Agreement and shall be required to obtain the prior written consent of the City with respect to any future or further assignment. Any attempted assignment in violation of the terms and provisions of this Agreement shall be void and shall constitute a material breach of this Agreement by the Company. A collateral assignment shall not require consent pursuant to this Section.

2. Notices. Any notice and/or certificate or statement required or permitted to be given under the terms of this Agreement shall be in writing and shall be considered properly given if mailed by United States mail, certified mail, return receipt requested, in a postage paid envelope addressed to the Party at the address set forth below, or by delivering same in person to the intended addressee by hand delivery or by a nationally recognized courier service such as United Parcel Service. Notices mailed by certified mail as set forth above shall be effective upon deposit in the United States mail. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the Parties shall be as set forth below; provided, however, that any Party shall have the right to change such Party's address for notice purposes by giving the other Party at least thirty (30) days prior written notice of such change of address in the manner set forth herein:

COMPANY: United Parcel Service Inc.
1331 S Vernon St
Anaheim, CA 92805
Attention: Shane Simpson

BT-OH, LLC
1331 S Vernon St
Anaheim, CA 92805
Attention: Shane Simpson

With a Copy to: Duff & Phelps Corporation
919 Congress Ave, #1450,
Austin, TX 78701
Attention: Michael Lateur

CITY: City of Mesquite
1515 N. Galloway Avenue
Mesquite, TX 75149
Attention: City Manager

With a copy to: City Attorney
City of Mesquite
1515 N. Galloway Ave.
Mesquite, Texas 75149

3. Right to Offset. The City shall have the right to offset any amounts due and payable by the City under this Agreement against any debt (including taxes) lawfully due and owing by any one or both of United Parcel Service, Inc. and/or BT-OH, LLC to the City, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise, and regardless of whether or not the debt has been reduced to judgment by a court.

4. Remedies Cumulative. Each right and remedy of the Parties provided for in this Agreement or now or hereafter existing pursuant to the laws of the State of Texas shall be cumulative and concurrent and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing pursuant to the laws of the State of Texas.

5. Captions. The descriptive captions of this Agreement are for convenience of reference only and shall in no way define, describe, limit, expand or affect the scope, terms, conditions, or intent of this Agreement.

6. Modification. This Agreement may only be revised, modified or amended by a written document signed by the City and the Company. Oral revisions, modifications or amendments are not permitted.

7. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any Party.

8. Waivers. All waivers, to be effective, must be in writing and signed by the waiving Party. No failure by any Party to insist upon the strict or timely performance of any covenant, duty, agreement, term or condition of this Agreement shall constitute a waiver of any such covenant, duty, agreement, term or condition. No delay or omission in the exercise of any right or remedy accruing to any Party upon a Default of this Agreement shall impair such right or remedy or be construed as a waiver of any such breach or a waiver of any breach theretofore or thereafter occurring.

9. GOVERNING LAW, VENUE, FORUM AND WAIVER OF TRIAL BY JURY.
THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (WITHOUT GIVING EFFECT

TO ANY CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY STATE OTHER THAN TEXAS). EACH PARTY AGREES THAT ANY SUIT, ACTION OR PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT SHALL ONLY BE BROUGHT IN A UNITED STATES FEDERAL DISTRICT COURT IN THE NORTHERN DISTRICT OF TEXAS OR A TEXAS STATE COURT LOCATED IN DALLAS COUNTY, TEXAS AND EACH PARTY WAIVES THE RIGHT TO CHALLENGE THE VENUE OF SUCH COURTS OR TO SEEK THE TRANSFER OF SUCH SUIT, ACTION OR PROCEEDING TO A MORE CONVENIENT FORUM. THE PARTIES HEREBY IRREVOCABLY AGREE TO SUBMIT TO THE PERSONAL AND SUBJECT MATTER JURISDICTION OF UNITED STATES FEDERAL DISTRICT COURTS IN THE NORTHERN DISTRICT OF TEXAS AND TEXAS STATE COURTS LOCATED IN DALLAS COUNTY, TEXAS (AND ALL OTHER FEDERAL AND TEXAS STATE COURTS TO WHICH ANY SUCH SUIT, ACTION OR PROCEEDING MAY BE APPEALED). THE PARTIES WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT.

10. WAIVER OF CONSEQUENTIAL, PUNITIVE OR SPECULATIVE DAMAGES. THE COMPANY AND THE CITY AGREE THAT, IN CONNECTION WITH ANY ACTION, SUIT OR PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT, EACH PARTY MUTUALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM FOR CONSEQUENTIAL, PUNITIVE OR SPECULATIVE DAMAGES.

11. Severability. The sections, paragraphs, sentences, clauses, and phrases of this Agreement are severable and, if any phrase, clause, sentence, paragraph, or section of this Agreement should be declared invalid, illegal or unenforceable by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect the validity or enforceability of any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement and such remaining provisions shall remain in full force and effect and shall be construed and enforced as if the invalid provision had never been included in the Agreement.

12. No Partnership or Joint Venture. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of partnership or joint venture between the Parties.

13. No Third Party Beneficiaries. The Parties to this Agreement do not intend to create any third party beneficiaries of the contract rights contained herein. This Agreement shall not create any rights in any individual or entity that is not a signatory hereto. No Person who is not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third party beneficiary.

14. Number and Gender. Whenever used herein, unless the context otherwise provides, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

15. Counterparts. This Agreement may be executed in any number of original, facsimile or electronically-scanned counterparts, each of which shall be considered an original and all of which shall be considered one and the same instrument.

16. Entire Agreement. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this Agreement. There are no oral agreements between the Parties.

17. Authority. The Company represents that it is duly formed, validly existing and in good standing under the laws of the State of its formation and is duly authorized to transact business in the

State of Texas. Each Party represents and warrants to each other Party that this Agreement has been duly authorized by such Party and that each Party has the full power and authority to enter into and fulfill its obligations under this Agreement. Each Person signing this Agreement represents that such Person has the authority to sign this Agreement on behalf of the Party indicated.

18. City Council Authorization. This Agreement was authorized by resolution of the City Council approved at a City Council meeting.

19. Usury Savings Clause. The Company and City intend to conform strictly to all applicable usury laws. All agreements of the City and the Company are hereby limited by the provisions of this Article X, Section 19 which shall override and control all such agreements, whether now existing or hereafter arising and whether written or oral. In no event shall any interest contracted for, charged, received, paid or collected under the terms of this Agreement exceed the Maximum Lawful Rate or amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received under applicable law. If, from any possible development of any document, interest would otherwise be payable to City in excess of the Maximum Lawful Rate, any such construction shall be subject to the provisions of this Article X, Section 19 and such document shall be automatically reformed and the interest payable to the City shall be automatically reduced to the Maximum Lawful Rate, without the necessity of execution of any amendment or new document. If the City shall ever receive anything of value which is characterized as interest under applicable law and which would apart from this provision be in excess of the Maximum Lawful Rate, an amount equal to the amount which would have been excessive interest shall at the option of the City be refunded to Company or applied to the reduction of the principal amount owing under this Agreement or such document in the inverse order of its maturity and not to the payment of interest. The right to accelerate any indebtedness does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and City does not intend to charge or receive any unearned interest in the event of acceleration. All interest paid or agreed to be paid to the City shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full stated term (including any renewal or extension) of such indebtedness so that the amount of interest on account of such indebtedness does not exceed the Maximum Lawful Rate.

20. Execution of Agreement by Parties. If this Agreement is not executed by both the Company and the City on or before November 30, 2016, this Agreement will be null and void and of no force or effect.

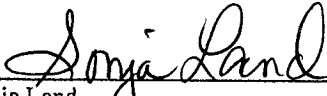
21. Form 1295 Certificate. The Company agrees to comply with Texas Government Code, Section 2242.908 and in connection therewith, the Company agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate, execute the completed certificate before a notary and provide to the City, at the time of delivery of an executed counterpart of this Agreement, the duly executed and notarized completed Form 1295 Certificate.

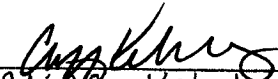
22. Time is of the Essence. THE PARTIES SPECIFICALLY AGREE THAT TIME IS OF THE ESSENCE OF EACH AND EVERY PROVISION OF THIS AGREEMENT AND EACH PARTY HEREBY WAIVES ANY RULE OF LAW OR EQUITY WHICH WOULD OTHERWISE GOVERN TIME OF PERFORMANCE.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized agents, officers and/or officials on the dates set forth below.


ATTEST:

CITY OF MESQUITE,
a Texas home rule municipality

By: 
Sonja Land
City Secretary
Date: 11.30.2016


By: 
Name: Clis G. Keholey
Title: City Manager
Date: 11-30-16

APPROVED AS TO FORM:


City Attorney or his Designee

COMPANY:

United Parcel Service, Inc., an Ohio corporation

By: 
Name: Don Lancaster
Title: Vice President, Corporate Tax
Date: Nov. 21, 2016

COMPANY:

BT-OH, LLC, an Ohio limited liability company

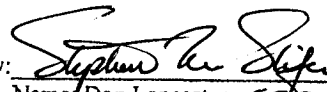
By: 
Name: ~~Don Lancaster~~ STEPHEN M. SLIFER
Title: Vice President, Corporate ~~Tax~~ REAL ESTATE
Date: Nov. 21, 2016

EXHIBIT "A"
TO
ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

Legal Description of Land

AUSTIN
BLK C LOT 1 ACS 72.7692
VOL84168/2378 CO-DALLAS
0030200C00100 3380030200C

Economic Development Program Agreement (Chapter 380 Agreement)

RL
CVR

EXHIBIT "B"
TO
ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

Existing Building Capital Improvements

Expand Existing Building
Building Demo - existing MDC
Exterior Wall Demo
Office Demo
Fuel Tank Removal
Yard Concrete Demo
Yard Asphalt Paving Demo
In / Out Door Install in Existing Wall
Site Lighting Poles
Demolition/Relocate - Auto Equip.
Restriping - existing lot
Relocate H.R. office (MDC unit)
Roof Replacement / Repair
Paving Patch In and Repair

PL
CWK

EXHIBIT "C"
TO
ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

Building Expansion Capital Improvements

Site

Site Clearing
Cut / Fill
Import
Export
Utilities to Site
Fencing
Landscaping
Fuel Islands - Gas
Fuel Islands - Diesel
Additional Fuel Dispensers
Employee Paving - Asphalt
Feeder Paving - Asphalt
Feeder Paving - Concrete
Retention Pond
Curb and Gutter
Staging rail yard - staging positions
Retaining wall
Storm water modifications
Existing detention pond & line relocation

Facility

SF of core building shell
 Roof
 Electric
 Heat Warehouse
 Plumbing
 Fire Sprinkler
SF of finger buildings
SF of exterior wall
Center Offices
 HVAC Offices
Mezzanine
Input Doors
Output Doors
Metro Doors
Air Doors
Drive thru Doors

Shop Doors
Customer Counter
Metro Dock
Elevator
Trench Drains
Auto Shop Wall
Parking deck structure
Pit - enclose existing opening

Other Structures

MDCs
PDCs
Guard House
Wash Tunnels
Wash Tunnel Equip
Remote Shop
Remote Customer Counter

MDRs

Automotive MDRs
Facility MDRs
Plant Engineering MDRs
TSG/IS Data Communications
Phone

Other

A & E
Environmental
Soils
Paving
Roofing
Structural
Surveying
Traffic Studies

DL
CHK

EXHIBIT "D"
TO
ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

Business Personal Property Capital Improvements

MODULES

METERED MODULE @ CAMERA
ADDL. CONTROLS EXIST EQUIP
PRIMARY/OUTBOUND CHUTES
PRI SHOE SORTER(S)
OUTBOUND SHOE SORTER(S)
VISICON SINGULATOR
SINGULATOR PLATFORM
SS DOUBLE DENSITY TT- Mantissa
SINGLE DEST. @ SMALLS SORTER
VDC, LOOSE SMALLS - 1-SIDED
SS INDUCT, MANUAL, 5 POS.
INTRALOX FLOW-SPLITTER
INPUT DR PLAT + IRREG SLIDE
OUTPUT DR. PLAT.
METRO RO 30CAR-2 SIDES CONCRETE
LATERAL FEED CONVEYOR
SMALLS SORT COMPONENTS
SMALLS SORT RUNOUT CONVEYOR
SMALLS SORT TRANSPORTS
TRANSPORT CONVEYORS
HI-SPEED TRANSPORT CONVS
IRREGS TRANSPORT CONVS
ADD COMPONENTS
PLATFORM
POWER TURN
INJECTOR ASS'Y
IDS TUNNEL
D.A. CONSOLIDATED POSITION
D.A. TSG HARDWARE
SSLAW UNIT

Cameras

Redundant 5/6 sided cameras Hybrid
Redundant 5 sided camera full CCD
Full Redundant 6 sided camera full CCD
HSWS 6 sided camera with scales
Unload 3 sided camera
Redundant top and camera
Scanner/Camera and dimmer for autoinduct
Top Camera for unload
Upsview Lic
Upsview PCs
Upsview PC back-up
Camera PC configurations
PC Cabinet

Camera Managing Software for Large facilities
Camera Integration
Label Applicator/Integration
Label Applicator HMI Programming
Label Applicator panel programming
Label Applicator Panel

XLE/ASX

ASX System
XLE Software Loading and Configuring (New interface)
XLE Software Loading and Configuring
XLE Hardware
XLB (New Sorter building Initial cost)

PLC

Posisorter
Crossbelt
Automated Inducts
Sortrac
Singulator
ARB
Tilt Tray Single
Tilt Tray Double
Semi-Automated Inducts
Volume Distribution Unit
Flow Splitter
Merge/Collector
PLC Programming Transports

HMI

Posisorter/Crossbelt
Automated Inducts
Sortrac/Singulator
ARB
Tilt Tray Single
Semi Automated Inducts
Voulme Distribution Unit
Flow Splitter
Tilt Tray Double
Merge/Collector
Network Switch

PL
OK