



**AGENDA
CITY OF ALLEN
CITY COUNCIL REGULAR MEETING
OCTOBER 25, 2016 - 7:00 PM
COUNCIL CHAMBERS
ALLEN CITY HALL
305 CENTURY PARKWAY
ALLEN, TX 75013**

Call to Order and Announce a Quorum is Present.

Pledge of Allegiance.

Public Recognition.

1. Citizen's Comments.

[The City Council invites citizens to speak to the Council on any topic not on the agenda or not already scheduled for Public Hearing. Prior to the meeting, please complete a "Public Meeting Appearance Card" and present it to the City Secretary. The time limit is three minutes per speaker, not to exceed a total of fifteen minutes for all speakers.]

2. Presentation of Proclamations by the Office of the Mayor:

- Presentation of a Proclamation to Representatives of the Keep Allen Beautiful Board Proclaiming November 5, 2016, as Allen Recycles Day.

3. Recognition of Parks and Recreation Department's Awards from the International Festival and Event Association and the Gold Medal Award from the National Recreation and Park Association.

Consent Agenda.

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

4. Approve Minutes of the October 11, 2016, Regular City Council Meeting.

5. Adopt an Ordinance Amending the Code of Ordinances, Chapter 9 - Motor Vehicles and Traffic, Section 9-137(b), Modifying the School Zone for Kerr Elementary.

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

7. Adopt a Resolution Reappointing Members to Fill Expiring Terms on the Board of Directors for Tax Increment Financing (TIF) Reinvestment Zone No. 2 (Central Business District).
8. Authorize the City Manager to Execute a Payment in the Amount of \$60,438.56 to PST Services, Inc., a McKesson Company, for Supplemental Payment Recovery Assistance Services.
9. Authorize the City Manager to Execute a Mutual Access, Utility, and Fire Lane Easement Purchase Agreement with Petov, L.P. in the Amount of \$50,000 Plus Closing Costs For an Easement Generally Located Between Cheddars and Panda Express on Stacy Road.
10. Authorize the City Manager to Execute a Facilities Participation Agreement with Chick-Fil-A, Inc.
11. Award Bid and Authorize the City Manager to Execute a One-Year Contract with Interline Brands Inc., dba Supply Works for the Purchase of Janitorial Supplies with Four (4) One-Year Optional Renewals for an Annual Amount of \$115,000.
12. Authorize the City Manager to Execute a Service Agreement with Motorola Solutions for Hardware and Software Maintenance of the P-25 Trunked Radio System Utilized by Public Safety in the Amount of \$203,668.
13. Authorize the City Manager to Execute a Professional Service Contract with Dannenbaum Engineering for the Design of Ridgeview Drive Paving and Drainage Improvements for a Segment of Roadway East of Watters Road to Chelsea Boulevard in the Amount of \$484,550.
14. Receive the Capital Improvement Program (CIP) Status Reports.
15. Receive the Summary of Property Tax Collections as of September 2016.

Regular Agenda.

16. Conduct a Public Hearing and Adopt an Ordinance Amending the Zoning from Single-Family Residential R-3 to a Planned Development for Townhome Residential District TH, and Adopt a Concept Plan, Open Space Plan, Development Regulations and Building Elevations; for a 6.245± Acre Tract of Land, Generally Located South of Main Street and East of Greenville Avenue. [Ashwood Creek Place: Townhome Development]
17. Conduct a Public Hearing and Adopt an Ordinance Amending the Zoning from Corridor Commercial "CC" to a Planned Development for a Data Center Use, and Adopt a Concept Plan, Building Elevations, Screening Plan, and Development Regulations for a 12.000+/- Acre Portion of Land Generally Located North of Allen Commerce Parkway and West of US Highway 75. [Compass Datacenters: Data Center Development]
18. Conduct a Public Hearing and Adopt an Ordinance Establishing Reinvestment Zone #33 and Authorize a Tax Abatement Agreement with Compass Datacenters - DFW I, LLC Supporting Construction of Three 29,000 SF Data Center Pods Located South of Ridgeview Memorial Park on Allen Commerce Parkway.

[Compass]

Other Business.

19. Calendar.

- October 29 - Arbor Day and Orchard Park Dedication Celebration - Orchard Park @ 9:00 a.m.
- November 5 - Animal Shelter Ribbon Cutting @ 1:00 p.m.

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

Executive Session. (As needed)

Legal, Section 551.071.

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

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

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

Adjournment.

This notice was posted at Allen City Hall, 305 Century Parkway, Allen, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Friday, October 21, 2016, at 5:00 p.m.

Shelley B. George, City Secretary

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

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

October 25, 2016

SUBJECT:

Presentation of Proclamation by the Office of the Mayor:

- Presentation of a Proclamation to Representatives of the Keep Allen Beautiful Board Proclaiming November 5, 2016, as Allen Recycles Day.

STAFF RESOURCE:

Shelley B. George, City Secretary

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

October 25, 2016

SUBJECT:

Approve Minutes of the October 11, 2016, Regular
City Council Meeting.

STAFF RESOURCE:

Shelley B. George, City Secretary

ATTACHMENTS:

Minutes

ALLEN CITY COUNCIL

REGULAR MEETING

OCTOBER 11, 2016

Present:

Stephen Terrell, Mayor

Councilmembers:

Gary L. Caplinger, Mayor Pro Tem

Kurt Kizer

Ross Obermeyer

Joey Herald

Robin L. Sedlacek

Baine Brooks

City Staff:

Peter H. Vargas, City Manager

Shelli Siemer, Assistant City Manager

Eric Ellwanger, Assistant City Manager

Shelley B. George, City Secretary

Teresa Warren, Director, Public and Media Relations Office

Rebecca Vice, Assistant to the City Manager

Pete Smith, City Attorney

Workshop Session

With a quorum of the Councilmembers present, the Workshop Session of the Allen City Council was called to order by Mayor Terrell at 6:29 p.m. on Tuesday, October 11, 2016, in the Council Conference Room of the Allen City Hall, 305 Century Parkway, Allen, Texas.

- Update Regarding the Opening of Fire Station #2
- Update Regarding the Naming of Watters Branch Community Park
- Committee Updates from City Council Liaisons
- Questions on Current Agenda

With no further discussion, the Workshop Session of the Allen City Council was adjourned at 6:55 p.m. on Tuesday, October 11, 2016.

Call to Order and Announce a Quorum is Present

With a quorum of the Councilmembers present, the Regular Meeting of the Allen City Council was called to order by Mayor Terrell at 7:04 p.m. on Tuesday, October 11, 2016, in the Council Chambers of the Allen City Hall, 305 Century Parkway, Allen, Texas.

Pledge of Allegiance

Mayor Terrell moved to Agenda Item 2.

Public Recognition

2. Present Plaques-of-Appealation to Former Members of the Various Boards and Commissions.

- Chris Schulmeister, Allen Community Development Corporation, 2011-2016
- Tyrone Wilson, Allen Convention and Visitors Bureau, 2013-2016
- Greg Kennedy, Allen Economic Development Board, 2012-2016
- Scott Sutherland, Allen Economic Development Board, 2010-2016
- Richard Ackerman, Allen Library Board, 2014-2016
- Larry Holley, Allen Parks and Recreation Board, 2013-2016

3. Office of the Mayor.

- Presented a Proclamation to Jesse Simmons, City Forester, Proclaiming October 29, 2016, as "Arbor Day."
- Presented a Proclamation to Representatives of the Allen Eagles Competitive Shooting Team Proclaiming 2016 as "Allen Eagles Competitive Shooting Team Year."

1. Citizens' Comments.

Andrea Sorensen, 317 Anderson Court, Allen, Texas, spoke regarding concerns with trespassing of individuals through her neighborhood onto the McDermott property.

Consent Agenda

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

- 4. Approve Minutes of the September 27, 2016, Regular City Council Meeting.**
- 5. Approve the Minutes of the October 3, 2016, Triad Meeting of the Allen City Council, Allen ISD Board of Trustees, and Allen-Fairview Chamber of Commerce Executive Board.**
- 6. Authorize the City Manager to Execute a Facilities Agreement with JBGL Chateau, LLC, Related to the Development of Twin Creeks Park Phase II.**
- 7. Authorize the City Manager to Purchase Twenty-Four (24) Vehicles and Four (4) Equipment Replacements for Various Departments from Silsbee Ford, Sterling McCall Ford, Caldwell County Chevrolet, Reliable Chevrolet, Siddons-Martin, CUES Camera Equipment, John Deere, Landmark, and Vermeer through the HGAC, Tarrant County, and Buyboard Cooperative Purchasing Agreements in the Amount of \$2,402,501.**
- 8. Authorize the City Manager to Execute a Professional Service Contract with Halff Associates, Inc., in the Amount of \$429,600 for the Design of the Hillside Village Water and Sanitary Sewer Rehabilitation Project.**

- 9. Authorize the City Manager to Execute a Contract with LanArc Design, Inc., in the Amount of \$58,825 for Landscape Architectural Design Services for the Cottonwood/Heritage Village Hike and Bike Trail Connection Project near the Allen Senior Recreation Center.**
- 10. Authorize the City Manager to Execute a Professional Service Contract with BW2 Engineers, Inc., in the Amount of \$54,775 for the Design of the Allen Public Library Parking Lot Expansion Project.**

The motion carried.

Councilmember Obermeyer commented that though the purchase of vehicles was on the Consent Agenda, careful consideration went into approval of the item. Mayor Terrell also added that a portion of the funds used were from the Vehicle Replacement Fund.

Regular Agenda

- 11. Consider an Appointment to Fill Place No. 4 on the Keep Allen Beautiful Board.**

MOTION: Upon a motion made by Councilmember Brooks and a second by Councilmember Sedlacek, the Council voted seven (7) for and none (0) opposed, to nominate Tabassum ‘Munia’ Ahmad, as recommend by the Council Nominating Committee, to fill Place No. 4 on the Keep Allen Beautiful Board. The motion carried.

Other Business

- 12. Calendar.**

- October 14 – Allen Eagles Football – Allen High School @ 7:00 p.m.
- October 15 – Allen Americans Hockey – Allen Event Center @ 7:00 p.m.
- October 22 – Ribbon Cutting Ceremony – Allen Heritage Village @ 11:00 a.m.
- October 29 – Arbor Day and Dedication of Orchard Park @ 9:00 a.m.

- 13. Items of Interest.**

- Allen’s Community Theatre opened with several performances throughout the following months.
- Council recognized Boy Scouts from Troop 334 in attendance for the Citizenship in Community merit badge.
- Council wished a happy birthday to City Manager Peter Vargas and Councilmember Herald.

Executive Session

Executive Session was not held.

Adjournment

MOTION: Upon a motion made by Councilmember Brooks and a second by Councilmember Herald, the Council voted seven (7) for and none (0) opposed to adjourn the Regular Meeting of the Allen City Council at 7:35 p.m. on Tuesday, October 11, 2016. The motion carried.

These minutes approved on the 25th day of October 2016.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

October 25, 2016

SUBJECT:

Adopt an Ordinance Amending the Code of Ordinances, Chapter 9 - Motor Vehicles and Traffic, Section 9-137(b), Modifying the School Zone for Kerr Elementary.

STAFF RESOURCE:

Chris Flanigan, Director of Engineering

ACTION PROPOSED:

Adopt an Ordinance Amending the Code of Ordinances, Chapter 9 - Motor Vehicles and Traffic, Section 9-137(b), Modifying the School Zone for Kerr Elementary.

BACKGROUND

As student populations fluctuate and the driving patterns of motorists adjust, modification to the school zones are periodically needed. The Director of Engineering has determined the location on Twin Creeks Drive for a school zone to provide safe routes to school for the children who cross Twin Creeks Drive to and from the Cumberland Crossing neighborhood. The location of the school zones is described in the attached ordinance and location map.

The Allen Independent School District has been consulted in this change, has endorsed it, and made a commitment to station a new crossing guard at this new location.

BUDGETARY IMPACT

Staff anticipates no budgetary impact. Adequate funds for the new signage and flashers are available in the existing operating budget for the Traffic Division of the Engineering Department.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt an ordinance amending the Code of Ordinances, Chapter 9 - Motor Vehicles and Traffic, Section 9-137(b), modifying the school zone for Kerr Elementary.

MOTION

I make a motion to adopt Ordinance No. _____ amending the Code of Ordinances, Chapter 9 - Motor Vehicles and Traffic, Section 9-137(b), modifying the school zone for Kerr Elementary.

ATTACHMENTS:

Ordinance

Location Map

Walk Zone Boundary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 9, "MOTOR VEHICLES AND TRAFFIC," ARTICLE V, "OPERATION OF VEHICLES," DIVISION 2, "SPEED REGULATIONS," SECTION 9-137(b), TO DESIGNATE TWIN CREEKS DRIVE FROM TWO HUNDRED (200) FEET NORTH OF GLENDOVER DRIVE TO TWO HUNDRED (200) FEET SOUTH OF GLENDOVER DRIVE AS A SCHOOL ZONE WITH A MAXIMUM PRIMA FACIE SPEED LIMIT OF TWENTY (20) MILES PER HOUR; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 545.356 of the Transportation Code provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway; and,

WHEREAS, the City Council of the City of Allen, Texas, upon the basis of an engineering and traffic investigation finds it necessary to alter prima facie maximum speed limits established by Section 545.356 of the Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof.

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

SECTION 1. The Code of Ordinances of the City of Allen, Texas, be and the same is hereby amended by Section 9-137(b), in part to designate Twin Creeks Drive from two hundred (200) feet north of Glendover Drive to two hundred (200) feet south of Glendover Drive as a school zone to read as follows:

"Sec. 9-137. School Zones; Signs.

(a)

(b) In accordance with the recommendations of the Traffic Engineer, the following designated locations, measured from centerline of roadway to centerline of roadway, and areas are declared to be school zones and the maximum speed limit for all motor vehicles operated within such areas and locations and on such streets on school days, when either a flashing warning signal is in operation, or when appropriate signs are in place and conspicuous shall be as follows:

(12)

(13) Green Elementary School: Twenty (20) miles per hour.

- a. Comanche Drive from one hundred forty-one (141) feet south of Hockley Court to one hundred eighty (180) feet west of Alma Drive.
 - b. Medina Lane from Ann's Way to one hundred ninety (190) feet south [of] Ann's Way.
 - c. Ann's Way from Medina Lane to two hundred ten (210) feet east of Medina Lane.
- (14) Kerr Elementary School: Twenty (20) miles per hour,
- a. Glendover Drive from two hundred twenty (220) feet east of Kenshire Court to two hundred fifty (250) feet west of Scotsman Drive.
 - b. Scotsman Drive from two hundred fifty (250) feet north of Glendover Drive to two hundred thirty (230) feet south of Lomond Drive.
 - c. Twin Creeks Drive from two hundred (200) feet north of Glendover Drive to two hundred (200) feet south of Glendover Drive
- (15) Lovejoy Elementary School: Thirty-five (35) miles per hour.
- a. Farm to Market (FM) 1378 from four hundred forty-two (442) feet south of FM 2786 (Stacy Road) to six hundred fifty (650) feet north of Country Brook Lane
- (16)

SECTION 2. The Traffic Engineer shall erect appropriate signals, signage, and markings giving notice of the maximum prima facie speed limit established herein.

SECTION 3. All ordinances of the City of Allen in conflict with the provisions of this ordinance shall be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict herewith shall remain in full force and effect.

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

SECTION 5. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 6. Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Allen, as previously amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Hundred Dollars (\$200) for each offense.

SECTION 7. This ordinance shall take effect immediately from and after its passage and publication as required by law, however, the maximum prima facie speed limits established herein shall not take effect until the Traffic Engineer has erected appropriate signage giving notice of the maximum prima facie speed limits therefore and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 25th DAY OF OCTOBER 2016.

APPROVED:

Stephen Terrell, MAYOR

APPROVED AS TO FORM:

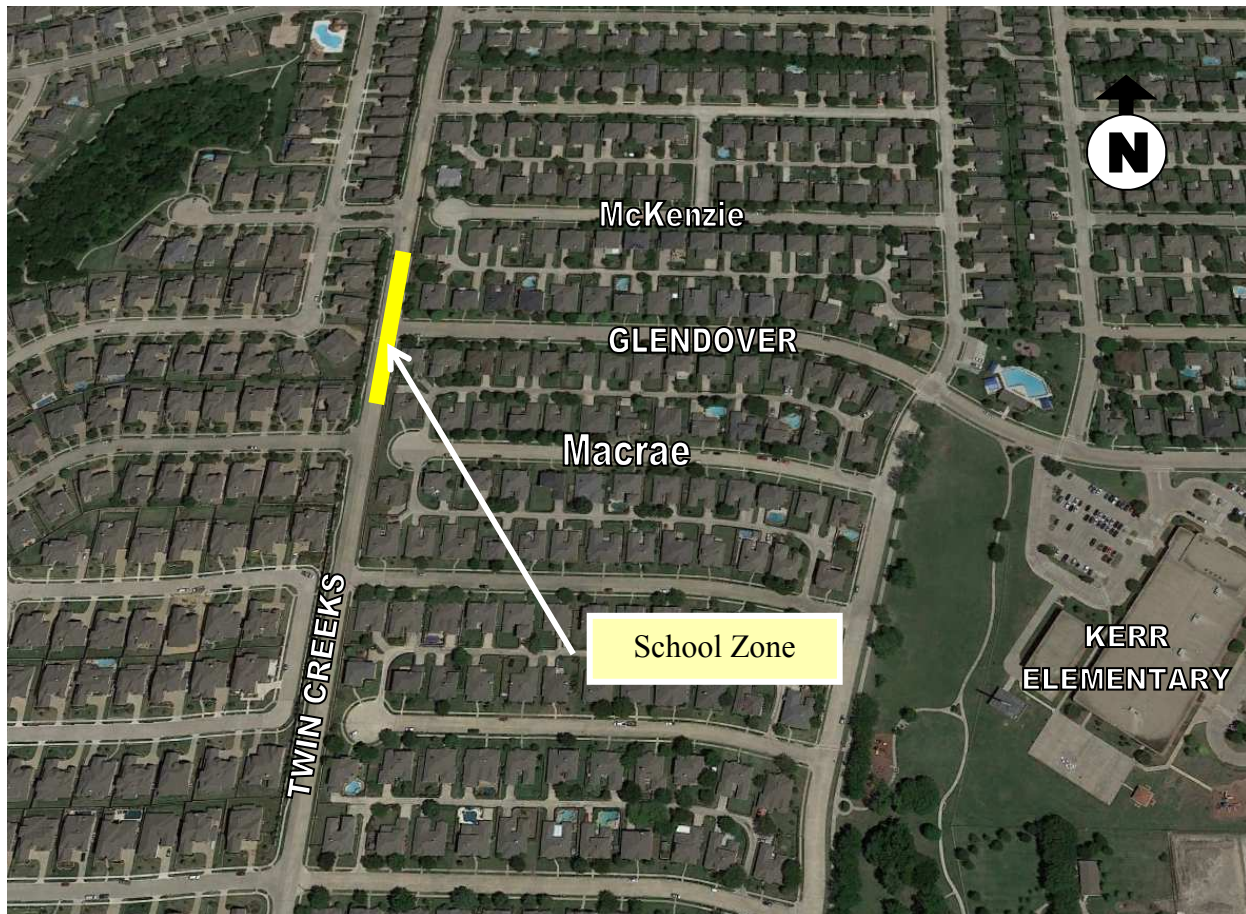
ATTEST:

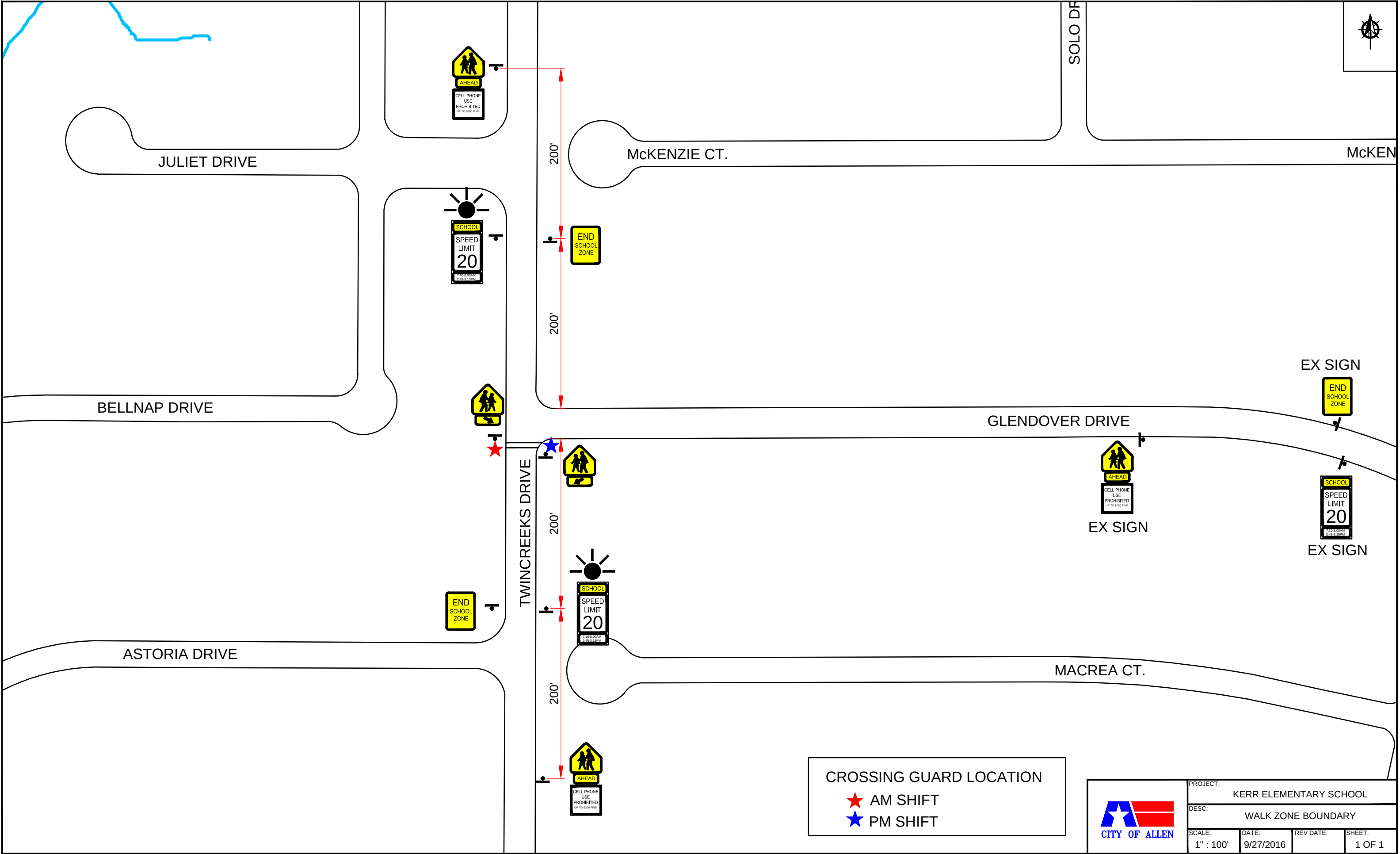
Peter G. Smith, CITY ATTORNEY

Shelley B. George, CITY SECRETARY

LOCATION MAP

School Zone – Twin Creeks Drive
Kerr Elementary
(October 25, 2016)





CROSSING GUARD LOCATION

★ AM SHIFT

★ PM SHIFT

			
PROJECT: KERR ELEMENTARY SCHOOL			
DESC: WALK ZONE BOUNDARY			
SCALE: 1" : 100'	DATE: 9/27/2016	REV DATE:	SHEET: 1 OF 1

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE: October 25, 2016

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

STAFF RESOURCE: Shelley B. George, City Secretary

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

BACKGROUND

On December 13, 2005, the City Council adopted Ordinance No. 2471-12-05 designating Allen Tax Increment Financing Reinvestment Zone No. 1 and creating a Board of Directors. Members are appointed to serve two year staggered terms. The City Council is asked to consider the following reappointments to fill expiring terms and to set a term expiration of September 30, 2018:

Place No. 3 - Peter H. Vargas, City Manager, City of Allen Place No. 5 - Ogden "Bo" Bass, Director of Community Development, City of Allen

STAFF RECOMMENDATION

Staff recommends the City Council make reappointments to fill expiring terms on the Board of Directors for Tax Increment Financing (TIF) Reinvestment Zone No. 1 (Garden District).

MOTION

I make a motion to adopt Resolution No. _____ reappointing members to fill expiring terms on the Board of Directors for Tax Increment Financing (TIF) Reinvestment Zone No. 1 (Garden District).

ATTACHMENTS:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPOINTING THE BOARD OF DIRECTORS OF THE ALLEN TAX INCREMENT FINANCING REINVESTMENT ZONE NO. 1; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has designated Allen Tax Increment Financing Reinvestment Zone No. 1 and appointed the initial Board of Directors; and,

WHEREAS, the City Council desires to appoint successor directors to the Board of Directors whose terms of office will expire.

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

SECTION 1. The following persons are appointed to the respective places of the Board of Directors of Allen Tax Increment Financing Reinvestment Zone No. 1, beginning on the date of expiration of the current term of office for such places:

Place 3:	Peter H. Vargas City Manager, City of Allen 305 Century Parkway Allen, Texas 75013 (214) 509-4110 (214) 509-4118 (fax)	Term Expiration: September 30, 2018
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Place 5:	Ogden "Bo" Bass Community Services Director, City of Allen 305 Century Parkway Allen, Texas 75013 (214) 509-4162 (214) 509-4679 (fax)	Term Expiration: September 30, 2018
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SECTION 2. Members of the Board are appointed to provide for two year staggered terms.

SECTION 3. Peter H. Vargas is hereby appointed as Chairperson for successive terms of one year each until such time as the City Council appoints a different Chairperson. The Board of Directors may elect a Vice-Chairperson to preside in the absence of the Chairperson, or when there is a vacancy in the office of Chairperson. The Board may elect other officers as it considers appropriate.

SECTION 4. This Resolution shall take effect from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 25TH DAY OF OCTOBER 2016.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE: October 25, 2016

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

STAFF RESOURCE: Shelley B. George, City Secretary

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

BACKGROUND

On December 12, 2006, the City Council adopted Ordinance No. 2580-12-06 designating Allen Tax Increment Financing Reinvestment Zone No. 2 and creating a Board of Directors. Members are appointed to serve two year staggered terms. The City Council is asked to consider the following reappointments to fill expiring terms and set a term expiration of September 30, 2018:

Place No. 2 - Eric Cannon, Chief Financial Officer, City of Allen

Place No. 4 - Chris Flanigan, Director of Engineering, City of Allen

STAFF RECOMMENDATION

Staff recommends that the City Council make reappointments to fill expiring terms on the Board of Directors for Tax Increment Financing (TIF) Reinvestment Zone No. 2 (Central Business District).

MOTION

I make a motion to adopt Resolution No. _____ reappointing members to fill expiring terms on the Board of Directors for Tax Increment Financing (TIF) Reinvestment Zone No. 2 (Central Business District).

ATTACHMENTS:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPOINTING THE BOARD OF DIRECTORS OF THE ALLEN TAX INCREMENT FINANCING REINVESTMENT ZONE NO. 2; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has designated Allen Tax Increment Financing Reinvestment Zone No. 2 and appointed the initial Board of Directors; and,

WHEREAS, the City Council desires to appoint successor directors to the Board of Directors whose terms of office will expire.

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

SECTION 1. The following persons are appointed to the respective places of the Board of Directors of Allen Tax Increment Financing Reinvestment Zone No. 2, beginning on the date of expiration of the current term of office for such places:

Place 2:	Eric Cannon Chief Financial Officer, City of Allen 305 Century Parkway Allen, Texas 75013 (214) 509-4627 (214) 509-4672 (fax)	Term Expiration: September 30, 2018
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Place 4:	Chris Flanigan Engineering Director, City of Allen 305 Century Parkway Allen, Texas 75013 (214) 509-4578 (214) 509-4590 (fax)	Term Expiration: September 30, 2018
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SECTION 2. Members of the Board are appointed to provide for two year staggered terms.

SECTION 3. Peter H. Vargas is hereby appointed as Chairperson for successive terms of one year each until such time as the City Council appoints a different Chairperson. The Board of Directors may elect a Vice-Chairperson to preside in the absence of the Chairperson, or when there is a vacancy in the office of Chairperson. The Board may elect other officers as it considers appropriate.

SECTION 4. This Resolution shall take effect from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 25TH DAY OF OCTOBER 2016.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

October 25, 2016

SUBJECT:

Authorize the City Manager to Execute a Payment in the Amount of \$60,438.56 to PST Services, Inc., a McKesson Company, for Supplemental Payment Recovery Assistance Services.

STAFF RESOURCE:

Bill Hawley, Fire Chief
Kurt Hall, Assistant Fire Chief
Eric Cannon, Chief Financial Officer
Debra Morris, Purchasing Manager

ACTION PROPOSED:

Authorize the City Manager to Execute a Payment in the Amount of \$60,438.56 to PST Services, Inc., a McKesson Company, for Supplemental Payment Recovery Assistance Services.

BACKGROUND

In late September, the Allen Fire Department (AFD) received a check for \$503,654.67 from the Texas Health and Human Services Commission. The check is the result of participation in a federal program that allows approved governmental emergency medical service providers to receive funds related to underpayments from Medicaid. The AFD began the approval process to participate in the program in April of 2014 and these funds are the result of over two years worth of very detailed work. The AFD will use the awarded funds to obtain medical equipment and other emergency medical service provision enhancements in lieu of having to request funds through the annual budget process.

For Supplement Payment Recovery Assistance Services rendered under Exhibit "A" of the contract, City of Allen will pay PST Services, Inc. a service fee equal to 12% of the Supplemental Payments recovered by PST Services, Inc. on behalf of the City.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute a payment to PST Services, Inc., a McKesson Company in the amount of \$60,438.56 for Supplemental Payment Recovery Assistance Services.

MOTION

I make a motion to authorize the City Manager to execute a payment to PST Services, Inc., a McKesson Company in the amount of \$60,438.56 for Supplemental Payment Recovery Assistance Services.

ATTACHMENTS:

Contract

Notification of Settlement Results

STATE OF TEXAS §
§ **AGREEMENT FOR PROFESSIONAL SERVICES**
COUNTY OF COLLIN §

This agreement ("Agreement") is made by and between the City of Allen, Texas ("City") and PST Services, Inc., a McKesson Company, (the "Professional") acting by and through their authorized representatives.

Recitals:

WHEREAS, the City desires to engage the services of Professional as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the Professional desires to render professional services for the City in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, Professional hereby agrees to provide the City with professional services in accordance with this Agreement, the specifications contained in Exhibit "A" ("Supplemental Payment Recovery Assistance Services"), and in accordance with generally accepted accounting principles in the State of Texas.

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Article I
Term

1.1 The term of this Agreement shall commence on the 14th day of August, 2014 and shall terminate on the 13th day of August, 2017. Unless earlier terminated as provided for in this Agreement, the term of this Agreement shall automatically extend for an additional one (1) year term, unless either party delivers to the other party, written notice of that party's intent not to extend the term of this Agreement sixty (60) days prior to the end of the then current term of the Agreement.

1.2 Either party may terminate this Agreement by giving thirty (30) days prior written notice to the other party. In the event of such termination the Professional shall have thirty (30) days to complete any work then in progress; and shall deliver to the City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Professional in connection with this Agreement. In the event of such termination the Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II Scope of Services

2.1 The Professional shall provide the services set out in this Agreement and the Specifications attached as Exhibit "A", Scope of Services.

2.2 The parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

2.3 All work papers prepared by the Professional in the performance of Services under this Agreement shall remain the property of PST Services, Inc. PST Services, Inc. shall provide copies of any and all such Work Papers requested by the City.

2.4 In case of conflict between this Agreement and other documents enumerated as forming a part of this Agreement, the provisions of this Agreement shall govern.

2.5 All written modifications to this Agreement signed by both parties and City issued addenda to Specifications shall take precedence over all sections referenced therein, the document with the latest date of issuance or execution controlling.

2.6 City appoints professional as its agent solely for the purpose of carrying out Professional's obligations set forth in this Agreement. Professional shall provide the Services in accordance with applicable legal and regulatory requirements throughout the term of this Agreement. City's EMS personnel shall execute all documents and take all actions necessary to allow Professional to perform its duties under this Agreement.

2.7 In compliance with their respective legal duties regarding the privacy and security of protected health information, Professional and City agree to the obligations set forth in Exhibit C (BAA) attached hereto.

Article III Compensation

3.1 The City shall compensate the Professional for the services by payment of a fee as set forth in Exhibit "B", attached hereto, for the services provided in accordance with this agreement.

3.2 Unless otherwise provided herein, the Professional shall be responsible for all of its own expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges, unless otherwise provided herein.

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

Article IV Devotion of Time; Personnel; and Equipment

4.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City; and without decreasing the effectiveness of the performance of services required under this Agreement.

4.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Professional.

4.3 The Professional shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article V Miscellaneous

5.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.

5.2 Assignment. The Professional may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by the Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

5.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

5.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas.

5.5 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

5.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

5.7 Independent Contractor. It is understood and agreed by and between the parties that the Professional in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

5.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:
Attn: Peter H. Vargas
City of Allen
305 Century Pkwy.
Allen, Texas 75013

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

If intended for Professional:

Attn: General Counsel
PST Services, Inc., a McKesson Company
5995 Winward Parkway
Alpharetta, Georgia 3005

5.9 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

5.10 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

5.11 Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON TO THE EXTENT ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

PROFESSIONAL WILL DEFEND, INDEMNIFY, AND HOLD CITY HARMLESS FROM ANY ACTION OR OTHER PROCEEDING BROUGHT AGAINST CITY TO THE EXTENT THAT IT IS BASED ON A CLAIM THAT (A) THE USE OF ANY PROFESSIONAL'S SERVICES DELIVERED UNDER THIS AGREEMENT INFRINGES ANY U.S. COPYRIGHT OR U.S. PATENT OR (B) THE PROFESSIONAL'S SERVICES INCORPORATE ANY MISAPPROPRIATED TRADE SECRETS. PROFESSIONAL WILL PAY COSTS AND DAMAGES FINALLY AWARDED AGAINST CITY AS A RESULT THEREOF; PROVIDED, THAT CITY (I) NOTIFIES PROFESSIONAL OF THE CLAIM WITHIN TEN BUSINESS DAYS, (II) PROVIDES PROFESSIONAL WITH ALL REASONABLY REQUESTED COOPERATION, INFORMATION AND ASSISTANCE, AND (III) GIVES PROFESSIONAL SOLE AUTHORITY TO DEFEND AND SETTLE THE CLAIM.

a. Infringement Remedies. If a claim of infringement or misappropriation for which City is entitled to be indemnified under Section 5.11 arises, then Professional may, at its sole option and expense: (a) obtain for City the right to continue using such Professional Services, (b) replace or modify such Professional Products or Services to avoid such a claim, provided that the replaced

or modified Professional Products or Services are substantially equivalent in function to the affected Professional Products or Services, or (c) take possession of the affected Professional Products or terminate the affected Professional Services, and terminate City's rights and Professional's obligations under this Agreement with respect to such Professional Products or Services. Upon any such termination, Professional will refund to City a pro-rated portion of any prepaid fees with respect to that Professional Products or Services.

b. Exclusive Remedy. THE FOREGOING ARE PROFESSIONAL'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CITY'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INTELLECTUAL PROPERTY INFRINGEMENT OR TRADE SECRET MISAPPROPRIATION.

5.12 Audits and Records. The Professional agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Professional's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

5.13 Conflicts of Interests. The Professional represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

5.14 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (1) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with the policy limit of not less than \$500,000.00; and (3) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of service under the Agreement with policy limits of not less than \$500,000.00; and (4) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with the policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate.
- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Worker's Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death,

property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. .

- (c) All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service, or approved by the City Risk Analyst.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services and upon request by the City.

5.15 Use and Disclosure of Confidential Information. Each party may disclose to the other party Confidential Information. Except as expressly permitted by this Agreement, neither party will: (a) disclose the other party's Confidential Information except (i) to its employees or contractors who have a need to know and are bound by confidentiality terms no less restrictive than those contained in this Section 5.15., or (ii) to the extent required by law following prompt notice of such obligation to the other party, or (b) use the other party's Confidential Information for any purpose other than performing its obligations under this Agreement. Each party will use all reasonable care in handling and securing the other party's Confidential Information and will employ all security measures used for its own proprietary information of similar nature. Following the termination of this Agreement, each party will, upon written request, return or destroy all of the other party's tangible Confidential Information in its possession and will promptly certify in writing to the other party that it has done so.

5.16 Period of Confidentiality. The restrictions on use, disclosure and reproduction of Confidential Information set forth in Section 5.15 will, with respect to Confidential Information that constitutes a "trade secret" (as that term is defined under applicable law), be perpetual, and will, with respect to other Confidential Information, remain in full force and effect during the term of this Agreement and for three years following the termination of this Agreement.

5.17 Injunctive Relief. The parties agree that the breach, or threatened breach, of any provision of Sections 5.15 may cause irreparable harm without adequate remedy at law. Upon any such breach or threatened breach, a party will be entitled to injunctive relief to prevent the other party from commencing or continuing any action constituting such breach, without having to post a bond or other security and without having to prove the inadequacy of other available remedies. Nothing in this Section 5.17 will limit any other remedy available to either party.

5.18 Limitation of liability. City agrees that professional shall not be liable for any claims or damages caused in whole or in part by factors not within the direct control of professional, including but not limited to the failure of third party service providers to adequately provide the services professional shall have no liability to City or any third party for special, indirect, consequential, exemplary, or incidental damages or for any damages whatsoever resulting from loss of use or profits, arising out of, relating to, or in connection with this agreement, even if it has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained in this agreement, in no event shall professional be liable in the aggregate for any claims

or damages in an amount exceeding the amounts paid by City for services hereunder during the one (1) year immediately preceding such claim or damages.

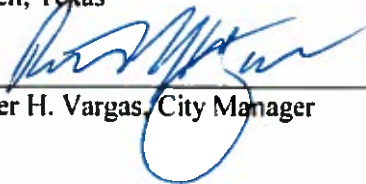
5.19 Covenant Not to Employ. During the term of the Agreement, and until the two year anniversary date of the effective date of termination of this Agreement, City covenants and agrees it will not, without the advance written consent of Professional, directly or indirectly, (i) induce or attempt to induce any Professional employee to terminate employment with Professional; (ii) hire or participate in the hiring or interviewing of any Professional employee; (iii) provide names or other information about any Professional employee for the purpose of assisting others to hire such employee; nor (iv) provide Confidential Information to a Professional employee about Professional or any entity affiliated with Professional for the purpose of assisting that Professional employee in finding employment with such entity for EMS billing services. For purposes of this paragraph, a Professional employee means any person who is a current Professional employee or was employed by Professional within one (1) year of the date of any action that alleges a violation of this Section 5.19.

5.20 Exclusivity. During the term of this Agreement Client shall not directly or indirectly contact an entity or person for the purpose of soliciting such entity or person to enter into a contract or arrange to receive any of the Services as set forth in this Agreement or any services substantially similar to the Services from any entity or person other than Professional unless agreed upon in writing by Professional, except that Client shall be entitled to solicit bids from other suppliers of Services within 180 days of expiration of any term of this Agreement.

(Signature page to follow)

EXECUTED this 25th day of August, 2014.

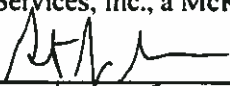
City of Allen, Texas

By: 

Peter H. Vargas, City Manager

EXECUTED this 22 day of August, 2014.

PST Services, Inc., a McKesson Company

By: 

Name: Steven J. Spokum

Title: VP Marketing

EXECUTED this _____ day of _____, 2014.

City of Allen, Texas

By: _____
Peter H. Vargas, City Manager

EXECUTED this 22 day of August, 2014.

PST Services, Inc., a McKesson Company

By: _____
Name: Steven J. Spokane
Title: VP Marketing

City's Acknowledgment

State of Texas §

County of Collin §

This instrument was acknowledged before me on the 25th day of August, 2014, by Peter H. Vargas, City Manager of the City of Allen, Texas, on behalf of said municipality.



Y. Linette Magana
Notary Public, State of Texas

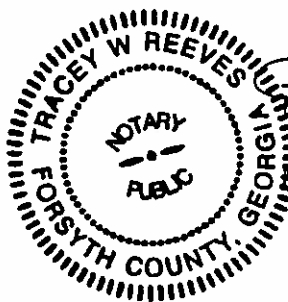
My Commission Expires: 06-04-17

Professional's Acknowledgment

State of Georgia §

County of Fulton §

This instrument was acknowledged before me on the 25th day of August, 2014, by STEVEN J. SPOKANE the VP, MARKETING & of PST, on behalf of said PROFESSIONAL CUSTOMER RETENTION SERVICES, INC.



Tracey W. Reeves
Notary Public, State of Georgia
COUNTY OF FORSYTH
My Commission Expires: August 6, 2016

City's Acknowledgment

State of Texas §

County of Collin §

This instrument was acknowledged before me on the _____ day of _____, 2014, by Peter H. Vargas, City Manager of the City of Allen, Texas, on behalf of said municipality.

Notary Public, State of Texas

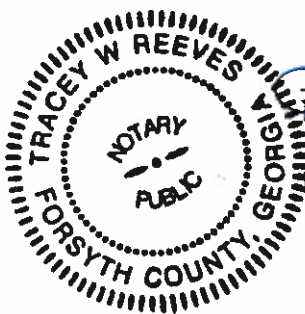
My Commission Expires: _____

Professional's Acknowledgment

State of Georgia §

County of Fulton §

This instrument was acknowledged before me on the 22nd day of August, 2014, by STEVEN J. SPORNA the VP, MARKETING & CUSTOMER RETENTION of PST SERVICES, INC. on behalf of said PROFESSIONAL.



Tracey W. Reeves
Notary Public, State of Georgia
COUNTY OF FORSYTH
My Commission Expires: August 6, 2016

EXHIBIT "A"
Supplemental Payment Recovery Assistance Services

1. Description of Services.

As part of the Professional's Supplemental Payment Assistance Services, the Professional's responsibilities under this Agreement will include:

- (a) Advising and assisting City with enrolling in the Texas Ambulance Supplemental Payment Program ("ASPP");
- (b) Assisting City with enrolling in the ASPP;
- (c) Managing the program applications and required cost reports for City in accordance with the ASPP;
- (d) Managing the ASPP pre-cost report submittal process for City, which may also include:
 - Developing and submitting the Provider Approval materials to the Texas Health and Human Services Commission (HHSC) on behalf of City;
 - Receiving the Provider Approval from HHSC for City's participation in the ASPP,
 - Developing and submitting the Cost Allocation Model and Report to HHSC on behalf of the City for review as part of the ASPP;
 - Changing and finalizing the Cost Allocation Model during HHSC's review of the Cost Allocation Model and Report, to meet HHSC's requirements to move forward with the cost report submittal.
- (e) Assisting City in developing cost models for EMS transports for submission to ASPP;
- (f) Assisting City with submitting other annual reports as my required by the ASPP.
- (g) Ensuring that cost report preparer(s) engaged on behalf of City by the professional are certified in accordance with all applicable rules, laws and regulations.
- (h) Ensuring that it utilizes separate staff for all billing and cost report preparation services provided to City.

2. City Responsibilities.

City acknowledges and understands that inaccurate or false data submissions, even advertent ones, can lead to a false claim charge or Medicaid program exclusion. Therefore, City agrees that it will use best efforts to:

- (a) Ensure the accuracy of all cost report data provided by City to the Professional and provide written certification of the accuracy of such data to the Professional and all applicable governmental agencies;
- (b) Make its internal practices, books and records relating to all cost report data provided to Professional by City available to the Professional to ensure the accuracy of all such data;

- (c) Comply with the Professional's policies and procedures for the documentation of all cost report data as established and provided to the City by the Professional from time to time; and
- (d) Provide Professional with the following as part of City's request for Supplemental Payment:
- An organizational chart of City's agency;
 - An organizational chart of City's ambulance department;
 - Identification of the specific geographic service area covered by City's ambulance department;
 - Copies of job descriptions for all staff employed within City's ambulance department and an estimated percentage of time spent working for City's ambulance department and for other departments of City's agency;
 - Primary contact person for City's agency; and
 - A signed letter documenting the governmental provider's voluntary contribution of non-federal funds.

EXHIBIT "B"
Fees/Costs

1. For Supplemental Payment Recovery Assistance Services rendered under Exhibit "A", City will pay Professional a service fee equal to 12% of the Supplemental Payments recovered by Professional on behalf of City ("Service Fee"). Supplemental Payments shall include any Texas Ambulance Supplemental Payment Program ("TASPP") payments for ambulance services, including all emergency patient transports that are reimbursed by Texas Medicaid to City. In addition to the 12% service fee due by City to Professional under this Exhibit B, City will pay Professional a one-time, upfront fee of \$3,900.00 ("Setup Fee") for completion of the pre-cost report submittal requirements necessary for City's participation in the Texas Ambulance Supplemental Payment Program. The Setup Fee will be due upon City's execution of this Agreement. City acknowledges and agrees that Professional shall be entitled to receive Service Fees for Services provided by Professional under this Agreement even after expiration or earlier termination of this Agreement provided that Professional provided such services on or before the date of expiration or termination of the Agreement.
2. All service fees are exclusive of all federal, state and local taxes, including sales taxes, assessed on or due in respect of any Services performed by Professional under the Agreement, for which taxes City shall be solely responsible. City shall reimburse Professional for all those costs and expenses of City paid by Professional or any subsidiary or affiliate of Professional Group on behalf of City in connection with the provision of Services hereunder.
3. There will be a charge to the City for requests, including but not limited to, requests for special programming and non-standard reports. The cost for such requests will be determined on an individual basis and shall be reimbursed.

EXHIBIT "C"
Business Associate Addendum ("BAA")

SECTION 1: DEFINITIONS

"Breach" will have the same meaning given to such term in 45 C.F.R. § 164.402.

"Designated Record Set" will have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

"Electronic Protected Health Information" or "Electronic PHI" will have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. § 160.103, as applied to the information that Professional creates, receives, maintains or transmits from or on behalf of City.

"Individual" will have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

"Privacy Rule" will mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

"Protected Health Information" or "PHI" will have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, as applied to the information created, received, maintained or transmitted by Professional from or on behalf of City.

"Required by Law" will have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

"Secretary" will mean the Secretary of the Department of Health and Human Services or his or her designee.

"Security Incident" will have the meaning given to such term in 45 C.F.R. § 164.304.

"Security Rule" will mean the Security Standards at 45 C.F.R. Part 160 and Part 164, Subparts A and C.

"Unsecured PHI" will have the same meaning given to such term under 45 C.F.R. § 164.402, and guidance promulgated thereunder.

Capitalized Terms. Capitalized terms used in this Addendum and not otherwise defined herein will have the meanings set forth in the Privacy Rule, the Security Rule, and the HIPAA Final Rule, which definitions are incorporated in this Addendum by reference.

SECTION 2: PERMITTED USES AND DISCLOSURES OF PHI

2.1 Uses and Disclosures of PHI Pursuant to the Underlying Agreement. Except as otherwise limited in this Addendum, Professional may use or disclose PHI to perform functions, activities or services for, or on behalf of, City as specified in an existing written agreement (the "Underlying Agreement"), provided that such use or disclosure would not violate the Privacy Rule if done by City.

2.2 Permitted Uses of PHI by Professional. Except as otherwise limited in this Addendum, Professional may use PHI for the proper management and administration of Professional or to carry out the legal responsibilities of Professional.

2.3 Permitted Disclosures of PHI by Professional. Except as otherwise limited in this Addendum, Professional may disclose PHI for the proper management and administration of Professional, provided that the disclosures are Required by Law, or Professional obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person (which purpose must be consistent with the limitations imposed upon Professional pursuant to this Addendum), and that the person agrees to notify Professional of any instances of which it is aware in which the confidentiality of the information has been breached. Professional may disclose PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

2.4 Data Aggregation. Except as otherwise limited in this Addendum, Professional may use PHI to provide Data Aggregation services for the Health Care Operations of the City as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

2.5 De-identified Data. Professional may de-identify PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such de-identified data unless prohibited by applicable law.

SECTION 3: OBLIGATIONS OF PROFESSIONAL

3.1 Appropriate Safeguards. Professional will use appropriate safeguards and will, after the compliance date of the HIPAA Final Rule, comply with the Security Rule with respect to Electronic PHI, to prevent use or disclosure of such information other than as provided for by the Underlying Agreement and this Addendum. Except as expressly provided in the Underlying Agreement or this Addendum, Professional will not assume any obligations of City under the Privacy Rule. To the extent that Professional is to carry out any of City's obligations under the Privacy Rule as expressly provided in the Underlying Agreement or this Addendum, Professional will comply with the requirements of the Privacy Rule that apply to City in the performance of such obligations.

3.2 Reporting of Improper Use or Disclosure, Security Incident or Breach. Professional will report to City any use or disclosure of PHI not permitted under this Addendum, Breach of Unsecured PHI or any Security Incident, without unreasonable delay, and in any event no more

than thirty (30) days following discovery; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Professional to City of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below). "Unsuccessful Security Incidents" will include, but not be limited to, pings and other broadcast attacks on Professional's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Professional's notification to City of a Breach will include: (i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Professional to have been, accessed, acquired or disclosed during the Breach; and (ii) any particulars regarding the Breach that City would need to include in its notification, as such particulars are identified in 45 C.F.R. § 164.404.

3.3 Professional's Agents. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), as applicable, Professional will enter into a written agreement with any agent or subcontractor that creates, receives, maintains or transmits PHI on behalf of Professional for services provided to City, providing that the agent agrees to restrictions and conditions that are substantially similar to those that apply through this Addendum to Professional with respect to such PHI.

3.4 Access to PHI. The Parties do not intend for Professional to maintain any PHI in a Designated Record Set for City. To the extent Professional possesses PHI in a Designated Record Set, Professional agrees to make such information available to City pursuant to 45 C.F.R. § 164.524, within ten (10) business days of Professional's receipt of a written request from City; provided, however, that Professional is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by City. If an Individual makes a request for access pursuant to 45 C.F.R. § 164.524 directly to Professional, or inquires about his or her right to access, Professional will either forward such request to City or direct the Individual to City.

3.5 Amendment of PHI. The Parties do not intend for Professional to maintain any PHI in a Designated Record Set for City. To the extent Professional possesses PHI in a Designated Record Set, Professional agrees to make such information available to City for amendment pursuant to 45 C.F.R. § 164.526 within twenty (20) business days of Professional's receipt of a written request from City. If an Individual submits a written request for amendment pursuant to 45 C.F.R. § 164.526 directly to Professional, or inquires about his or her right to amendment, Professional will either forward such request to City or direct the Individual to City.

3.6 Documentation of Disclosures. Professional agrees to document such disclosures of PHI and information related to such disclosures as would be required for City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Professional will document, at a minimum, the following information ("Disclosure Information"): (a) the date of the disclosure; (b) the name and, if known, the address of the recipient of the PHI; (c) a brief description of the PHI disclosed; (d) the purpose of the disclosure that includes an explanation of the basis for such disclosure; and (e) any additional information required under the HITECH Act and any implementing regulations.

3.7 Accounting of Disclosures. Professional agrees to provide to City, within twenty (20) business days of Professional's receipt of a written request from City, information collected in accordance with Section 3.6 of this Addendum, to permit City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. If an Individual submits a written request for an accounting of disclosures of PHI pursuant to 45 C.F.R. § 164.528 directly to Professional, or inquires about his or her right to an accounting, Professional will direct the Individual to City.

3.8 Governmental Access to Records. Professional will make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Professional on behalf of, City available to the Secretary for purposes of the Secretary determining City's compliance with the Privacy Rule and the Security Rule.

3.9 Mitigation. To the extent practicable, Professional will cooperate with City's efforts to mitigate a harmful effect that is known to Professional of a use or disclosure of PHI by Professional that is not permitted by this Addendum.

3.10 Minimum Necessary. Professional will request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 45 C.F.R. § 164.514(d), and any amendments thereto.

3.11 HIPAA Final Rule Applicability. Professional acknowledges that enactment of the HITECH Act, as implemented by the HIPAA Final Rule, amended certain provisions of HIPAA in ways that now directly regulate, or will on future dates directly regulate, Professional under the Privacy Rule and Security Rule. Professional agrees, as of the compliance date of the HIPAA Final Rule, to comply with applicable requirements imposed under the HIPAA Final Rule, including any amendments thereto.

SECTION 4: OBLIGATIONS OF CITY

4.1 Notice of Privacy Practices. City will notify Professional of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Professional's use or disclosure of PHI. City will provide such notice no later than fifteen (15) days prior to the effective date of the limitation.

4.2 Notification of Changes Regarding Individual Permission. City will obtain any consent or authorization that may be required by the Privacy Rule, or applicable state law, prior to furnishing Professional with PHI. City will notify Professional of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Professional's use or disclosure of PHI. City will provide such notice no later than fifteen (15) days prior to the effective date of the change.

4.3 Notification of Restrictions to Use or Disclosure of PHI. City will notify Professional of any restriction to the use or disclosure of PHI that City has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Professional's use or disclosure of PHI. City will provide such notice no later than fifteen (15) days prior to the effective date of the

restriction. If Professional reasonably believes that any restriction agreed to by City pursuant to this Section may materially impair Professional's ability to perform its obligations under the Underlying Agreement or this Addendum, the Parties will mutually agree upon any necessary modification of Professional's obligations under such agreements.

4.4 Permissible Requests by City. City will not request Professional to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule or the HITECH Act if done by City, except as permitted pursuant to the provisions of Sections 2.2, 2.3, 2.4 and 2.5 of this Addendum.

SECTION 5: TERM AND TERMINATION

5.1 Term. The term of this Addendum will commence as of the Effective Date, and will terminate when all of the PHI provided by City to Professional, or created or received by Professional on behalf of City, is destroyed or returned to City. If it is infeasible to return or destroy PHI, Professional will extend the protections to such information, in accordance with Section 5.3.

5.2 Termination for Cause. Upon either Party's knowledge of a material breach by the other Party of this Addendum, such Party may terminate this Addendum immediately if cure is not possible. Otherwise, the non-breaching party will provide written notice to the breaching Party detailing the nature of the breach and providing an opportunity to cure the breach within thirty (30) business days. Upon the expiration of such thirty (30) day cure period, the non-breaching Party may terminate this Addendum if the breaching party does not cure the breach or if cure is not possible. If termination is not feasible, the non-breaching party may report the breach or violation to the Secretary.

5.3 Effect of Termination.

5.3.1 Except as provided in Section 5.3.2, upon termination of the Underlying Agreement or this Addendum for any reason, Professional will return or destroy all PHI received from City, or created or received by Professional on behalf of City, at City's expense, and will retain no copies of the PHI. This provision will apply to PHI that is in the possession of subcontractors or agents of Professional.

5.3.2 If it is infeasible for Professional to return or destroy the PHI upon termination of the Underlying Agreement or this Addendum, Professional will: (a) extend the protections of this Addendum to such PHI and (b) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Professional maintains such PHI.

SECTION 6: COOPERATION IN INVESTIGATIONS

The Parties acknowledge that certain breaches or violations of this Addendum may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each Party will cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental

authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

SECTION 7: SURVIVAL

The respective rights and obligations of Professional under Section 5.3 of this Addendum will survive the termination of this Addendum and the Underlying Agreement.

SECTION 8: AMENDMENT

This Addendum may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both Parties. In addition, if any relevant provision of the Privacy Rule, the Security Rule or the HIPAA Final Rule is amended in a manner that changes the obligations of Professional or City that are embodied in terms of this Addendum, then the Parties agree to negotiate in good faith appropriate non-financial terms or amendments to this Addendum to give effect to such revised obligations.

SECTION 9: EFFECT OF ADDENDUM

In the event of any inconsistency between the provisions of this Addendum and the Underlying Agreement, the provisions of this Addendum will control. In the event that a court or regulatory agency with authority over Professional or City interprets the mandatory provisions of the Privacy Rule, the Security Rule or the HIPAA Final Rule, in a way that is inconsistent with the provisions of this Addendum, such interpretation will control. Where provisions of this Addendum are different from those mandated in the Privacy Rule, the Security Rule, or the HIPAA Final Rule, but are nonetheless permitted by such rules as interpreted by courts or agencies, the provisions of this Addendum will control.



TEXAS HEALTH AND HUMAN SERVICES COMMISSION

CHARLES SMITH
EXECUTIVE COMMISSIONER

**VIA EMAIL and
CERTIFIED MAIL
RETURN RECEIPT REQUESTED**
Certified Receipt Requested: 70150640000276308445

September 1, 2016

Kurt Hall, Assistant Fire Chief
Allen Fire Department
310 Century Parkway
Allen, TX 75013

RE: Initial Notification of 2015 Ambulance Services Cost Settlement Results
Dates of Service: 11/1/2014 - 9/30/2015

Dear Mr. Hall,

The purpose of this correspondence is to identify the 2015 Ambulance Services Uncompensated Care Cost settlement amount. The information and the chart below depicts the initial settlement amount owed to Allen Fire Department as a result of underpayments made for the cost report period of service as stated in Title 1 of the Texas Administrative Code, Part 15, Chapter 355, SubChapter J, Division 5, Rule 8081 and Division 31, Rule 8600, (C)(iv).

Ambulance Services	
Texas Provider Identifier: 000121601	
Federal Fiscal Year 2015	
Total Medicaid Allowable Billed Charges:	\$1,516,355.83
Settlement Amount:	\$1,480,116.62
Amount Due to Provider (Federal Share of Settlement Amount):	\$859,207.70
Payment Amount (Less 41.38%):	\$503,654.67

Health and Human Services Commission (HHSC), will issue payment to Allen Fire Department within 45 calendar days from receipt of the recertified adjusted cost report.

If the agency should disagree with the desk review adjustments made during the cost reconciliation process, the provider has the right to request for an informal review. HHSC Rate Analysis Department must receive a written request for an informal review by hand delivery, United States (U.S.) mail, or special mail delivery no later than 30 calendar days from the date on the written notification of the cost settlement. Your request for an informal review of the

Initial Notification of 2015 Ambulance Services Cost Settlement Results

September 1, 2016

Page 2

adjustments must include a concise statement of the specific actions or the center's recommended resolution, and any supporting documentation deemed relevant to the dispute. Failure to follow these instructions will result in the denial of the request for an informal review, please forward your request to the following:

Regular Mail:

HHSC Rate Analysis
P.O. Box 149030
Mail Code H-400
Austin, TX 78714-9030
ATTN: Fernando Naranjo

Overnight/Courier Delivery:

HHSC Rate Analysis
Brown Heatly Building
Mail Code H-400
4900 North Lamar
Austin, TX 78751-2399
ATTN: Fernando Naranjo

For assistance regarding the Allen Fire Department Ambulance Services cost report, cost reconciliation and settlement questions please contact the Ambulance Services Rate Analyst at TAFI@hhsc.state.tx.us or (512) 462-6300.

Sincerely,



Dan Huggins
Director, Acute Care Services
Rate Analysis Department

Cc: Kevin Coyle, Revenue Optimization Solutions, LLC

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

October 25, 2016

SUBJECT:

Authorize the City Manager to Execute a Mutual Access, Utility, and Fire Lane Easement Purchase Agreement with Petov, L.P. in the Amount of \$50,000 Plus Closing Costs For an Easement Generally Located Between Cheddars and Panda Express on Stacy Road.

STAFF RESOURCE:

Chris Flanigan, Director of Engineering

ACTION PROPOSED:

Authorize the City Manager to Execute a Mutual Access, Utility, and Fire Lane Easement Purchase Agreement with Petov, L.P. in the Amount of \$50,000 Plus Closing Costs For an Easement Generally Located Between Cheddars and Panda Express on Stacy Road.

BACKGROUND

In ongoing effort to continuously improve traffic flow along Stacy Road, the Engineering Department has been coordinating improvements over the years on public and private property, which incrementally improve efficiency and circulation. For instance, the following improvements have already been implemented (or are currently in progress):

1. Construction of additional right-hand turn lane for westbound Stacy Road at US75
2. Improved intersection signage, permitting U-turn movements on Stacy Road
3. Wayfinding signage along US75 and within the Village at Allen
4. Traffic signal timing synchronization along the Stacy Road Corridor
5. Installation of southbound "U-turn only" lane on the US75 Frontage Road at the Stacy Road intersection
6. Installation of overhead lane assignment on the northbound US75 Frontage Road at the Stacy Road Intersection (in progress)
7. Elimination of outbound access from the Premium Outlet Mall to Stacy Road (in progress)
8. Installation of improved wayfinding signage within the Premium Outlet Mall (in progress)
9. Design and installation of a second westbound right turn only lane on Stacy Road at the US75 intersection (in progress)

Similarly, the City of Allen desires to acquire an easement across the property located at 340 E. Stacy Road (Panda Express) to construct a connection between the Panda Express and Cheddars parking lots. The Engineering Department recommends that this proposed improvement is for the best interest of the retailers and the travelling public. As a matter of current practice, city staff insists upon cross access between compatible uses during the design development phase for a variety of reasons:

1. Customer Convenience

2. Better Traffic Distribution
3. Safety
4. Redundant Access in Emergency

Following formal possession of the easement right, a dumpster will be relocated and paving constructed between the two parking lots. Once this connection is made, traffic will be able to access between the properties without having to use Stacy Road. The property owner will be responsible for maintenance after the improvements are made.

BUDGETARY IMPACT

Purchase and closing costs will be funded from unprogrammed funds in the capital improvement program. Half of these costs are being reimbursed to the City of Allen through a companion agreement with Chick-fil-A, being presented to the Allen City Council on the same agenda as this action.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute a Mutual Access, Utility, and Fire Lane Agreement with Petov, L.P. in the amount of \$50,000 plus closing costs for an easement generally located between Cheddars and Panda Express on Stacy Road.

MOTION

I make a motion to authorize the City Manager to execute a Mutual Access, Utility, and Fire Lane Agreement with Petov, L.P. in the amount of \$50,000 plus closing costs for an easement generally located between Cheddars and Panda Express on Stacy Road.

ATTACHMENTS:

Agreement
Location Map

AFTER RECORDING RETURN TO:

City of Allen
Attn: City Secretary's Office
305 Century Parkway
Allen, Texas 75013

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

MUTUAL ACCESS, UTILITY, AND FIRE LANE EASEMENT AGREEMENT

Date: _____, 2016

Grantor: **PETOV, L.P.**, a Texas limited partnership

Grantor's Mailing Address: PO Box 12885, El Paso, TX 79913-0885 (El Paso County)

Grantee: City of Allen, a Texas home rule municipality

Grantee's Mailing Address: 305 Century Boulevard, Allen, Texas 75013 (Collin County)

Grantor's Property: Lot 1, Block A, Greenville Center, an Addition to the City of Allen, Collin County, Texas, according to the plat thereof recorded in Volume 2009, Page 326, Plat Records, Collin County, Texas, as described in that certain Special Warrant Deed date October 15, 2010, and recorded October 22, 2010, as Instrument No. 20101022001150520, Official Public Records, Collin County, Texas.

Adjacent Property: Lot 1C, Block B, The Village at Allen, an Addition to the City of Allen, Collin County, Texas, according to the plat thereof recorded in Cabinet 2008, Slide 124, Plat Records, Collin County, Texas

Easement Property: That certain portion of 1, Block A, Greenville Center, an Addition to the City of Allen, Collin County, Texas, according to the plat thereof recorded in Volume 2009, Page 326, Plat Records, Collin County, Texas, described and depicted in Exhibit "A," attached hereto and incorporated herein by reference.

Easement Purpose: To provide Grantee, for itself and on behalf of the public, the nonexclusive right to use the Easement Property for (i) ingress and egress to and from the Adjacent Property, (ii) to operate, use, inspect, modify, and maintain public utility improvements, and (iii) as a fire lane for access by fire, police, and other public safety vehicles, equipment, and personnel across the Easement Property to Grantor's Property and the Adjacent Property.

Consideration: The sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Reservations from Conveyance: Grantor reserves all right, title, interests, and estates in and to the Easement Property, subject to and except for the rights of Grantee and the public hereunder. Without limitation, Grantor reserves the nonexclusive right to use the Easement Property for any and all purposes that do not unreasonably interfere with Grantee's and the public's rights hereunder.

Exceptions to Warranty: All matters of record or otherwise affecting the Easement Property.

Grant of Easement: Grantor, as the owner of the Easement Property, for the Consideration, and subject to the terms and conditions of this Agreement, the Reservations from Conveyance, and the Exceptions to Warranty, grants, sells, and conveys to Grantee a nonexclusive easement over, on, and across the Easement Property for the Easement Purpose (the "Easement"). Grantor binds Grantor and Grantor's successors and assigns to warrant and defend the title to the Easement in Grantee against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the terms and conditions of this agreement, the Reservations from Conveyance, and the Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is nonexclusive and irrevocable.
2. *Duration of Easement.* Unless terminated as otherwise provided herein, the duration of the Easement is perpetual.
3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's successors and assigns the right to continue to use and enjoy the Easement Property for all purposes that do not unreasonably interfere with or unreasonably interrupt the use or enjoyment of the Easement by Grantee and the public for the Easement Purposes. Grantor reserves for Grantor and Grantor's successors and assigns the right to use all or part of the Easement in conjunction with Grantee and the right to convey to others the right to use all or part of the Easement in conjunction with Grantee, as long as such further conveyance is subject to the terms and conditions of this Agreement.
4. *Improvement and Maintenance of Easement Property.*
 - a. With respect to improvement and maintenance of the Easement Property, Grantor and Grantee acknowledge and agree that Grantee has agreed to design and construct at Grantee's cost, and Grantor has agreed to maintain at Grantor's cost on the Easement Property all paving, curbs, signs, markings, and other improvements (collectively, the

“Easement Improvements”) required by applicable ordinances and laws in order to develop and use the Easement Property for the Easement Purpose and, in particular, for use as a fire lane in accordance with applicable ordinances of the City of Allen, Texas.

b. Grantor further agrees to maintain, or cause to be maintained, the Easement Improvements in a state of good repair at all times and keep the same free and clear of any buildings, fences, trees, shrubs or other improvements, other than paving, curbing and directional signage. The maintenance of the Easement Improvements and any related facilities within the Easement Area is the sole responsibility of Grantor, and Grantor shall post and maintain appropriate signs, as required by Grantee’s Fire Marshall in accordance with applicable provisions of Grantee’s fire safety and building code ordinances and regulations, as amended from time to time. Grantee’s Fire Marshall or his duly authorized representative is hereby authorized to cause the Easement Property to be maintained free and unobstructed at all times for emergency use.

c. Subject to delays resulting from Force Majeure Events, Grantee agrees to complete construction of the Easement Improvements not later than 120 days after entering the Easement Property to commence construction. For purpose of this Easement, “Force Majeure Event” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, by the order of a court resulting from any litigation brought by a third party to prevent or delay Grantee’s construction of the Easement Improvements, government or de facto governmental action (unless caused by acts of omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages.

5. *Insurance.* During the construction of the Easement Improvements, Grantee shall require each of Grantee’s contractors to obtain and maintain at their expense, the following policies of insurance and coverage:

a. **Commercial General Liability Policy** covering bodily injury, death and property damage, including the property of Grantee, Grantor, and their respective officers, contractors, agents employees, and tenants (collectively referred to as the “Covered Parties”) insuring against all claims, demands or actions relating to the work and services provided pursuant to this Easement with minimum limits on a per project basis of not less than One Million Dollars (\$1,000,000) combined single limit and Two Million Dollars (\$2,000,000) aggregate, including products and completed operations coverage.

b. **Workers’ Compensation/Employer’s Liability Insurance Policy** in full accordance with the statutory requirements of the State of Texas and shall include bodily injury, occupational illness or disease coverage with minimum Employer’s Liability limits of not less than \$500,000/\$500,000/\$500,000.

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

d. **Certificates of Insurance.** Certificates of Insurance and policy endorsements in a form satisfactory to Grantee shall be delivered to Grantee and Grantor prior to the commencement of any work on the Easement Property. Grantee shall require its contractors to cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to Grantee and Grantor on every date of renewal of the required insurance policies that occurs before the installation of the Easement Improvements is completed.

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

6. **Binding Effect.** This agreement binds and inures to the benefit of Grantee and Grantor and their respective successors and assigns.

7. **Choice of Law.** This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any disputes arising from or related to this Easement Agreement shall be in a state court of competent jurisdiction in Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

8. **Counterparts.** This Easement Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

9. **Waiver of Default.** It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action, Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

10. **Integration.** This agreement contains the complete agreement of the parties regarding the subject matter of this agreement and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

11. **Legal Construction.** If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed

as if the unenforceable provision had never been a part of the agreement. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

12. *Purchase Price.* Fifty Thousand and 00/100 Dollars (\$50,000.00) to be paid to Grantor by Grantee at Closing and execution and delivery of the Easement to Grantee, which will occur in 30 days of execution of this agreement. Except for any attorneys' fees incurred by Grantor, Grantee further agrees to pay any costs related to the closing on the conveyance of this Easement to Grantee.

(Remainder of Page Intentionally Blank)

Grantor's Signature Page

SIGNED AND AGREED this ____ day of _____, 2016.

Petov, L.P., a Texas limited partnership

**By: HPT, L.C., a Texas limited liability
company, its general partner**

**By: _____
Dr. Peter S. Herman, M.D., its
manager**

**State of Texas §
 §
County of El Paso §**

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 2016, by **Dr. Peter S. Herman, M.D.**, as Manager of HPT, L.C., a Texas limited liability company and general partner of **Petov, L.P.**, a Texas limited partnership, for and on behalf of said company and partnership.

Notary Public, State of Texas

My Commission Expires:_____

Grantee's Signature Page

SIGNED AND AGREED on this _____ day of _____, 2016.

CITY OF ALLEN, TEXAS₂
A TEXAS HOME RULE MUNICIPALITY

By: _____
Peter H. Vargas, City Manager

Grantee's Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Acknowledged before me, the undersigned authority, this _____ day of _____ 2016, Peter H. Vargas, City Manager for the City of Allen, Texas, a Texas home rule municipality, on behalf of such municipality.

Notary Public, State of Texas

My Commission expires:_____

Exhibit "A"
Depiction of Easement Property

16-1757

March 24, 2016

CITY OF ALLEN, TEXAS
GREENVILLE CENTER

FIRELANE, ACCESS, AND UTILITY EASEMENT

BEING A 1,256 SQUARE FOOT PARCEL OF LAND OUT OF THE HENRY WETSEL SURVEY, ABSTRACT NO. 1026, AND BEING OUT OF THE FINAL PLAT OF GREENVILLE CENTER, AN ADDITION TO THE CITY OF ALLEN AS RECORDED IN COUNTY CLERKS FILE NO. 2009-0826010002170 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS (DRCCT), AS SHOWN ON THE ATTACHED EXHIBIT "A" AND BEING MORE PARTICULAR AS FOLLOWS:

IT IS THE INTENT TO DESCRIBE AN IRREGULAR SHAPED PARCEL OF LAND BEING BOUNDED ON THE WEST BY THE WEST LINE OF SAID GREENVILLE CENTER, AND BEING BOUNDED ON THE EAST BY A FIRELANE, ACCESS, AND UTILITY EASEMENT AS SHOWN ON SAID PLAT:

COMMENCING FOR REFERENCE at found 5/8 inch iron rod marking the northwest corner of said Greenville Center, being the northeast corner of The Village at Allen, an addition to the City of Allen as recorded in Cabinet 2008, Page 124, DRCCT and being on the south line of the Right of Way for Stacy Road;

THENCE South 00°24'03" East, with the west line of Greenville Center, being the east line of The Village at Allen, a distance of 280.92 feet to the POINT OF BEGINNING, said point being at the beginning of a non-tangent curve to the left;

THENCE departing said common line and crossing Greenville Center along said curve to the left, having a radius of 20.00 feet, through a central angle of 25°41'47" an arc distance of 8.97 feet, and having a chord which bears South 76°46'30" East, a distance of 8.89 feet to a point of tangent;

THENCE South 89°37'23" East, a distance of 6.32 feet to a point, said point being at the beginning of a tangent curve to the left;

THENCE along said curve to the left, having a radius of 10.00 feet, through a central angle of 90°00'11", an arc distance of 15.71 feet, and having a chord which bears North 45°22'31" East, a distance of 14.14 feet to a point of tangent;

THENCE North 00°22'25" East, a distance of 20.00 feet to a point on the west line of said curving firelane, access, and utility easement, and being at the beginning of a non-tangent curve to the left;

THENCE along said easement line curving to the left, having a radius of 54.00 feet, through a central angle of 89°59'49", an arc distance of 84.82 feet, and having a chord which bears South 44°37'29" East, a distance of 76.37 feet to a non-tangent point;

THENCE North 89°37'23" West, departing said easement line, a distance of 69.04 feet to a point at the beginning of a tangent curve to the left;

Exhibit "A"
Depiction of Easement Property

16-1757

March 24, 2016

THENCE along said curve to the left, having a radius of 20.00 feet, through a central angle of 28°34'44", an arc distance of 9.98 feet, and having a chord which bears South 76°05'15" West, a distance of 9.87 feet to a point on the west line of Greenville Center, being the east line of The Village at Allen;

THENCE North 00°24'03" West, with said common line, a distance of 28.42 feet to the POINT OF BEGINNING, and containing 1,256 square feet of land.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, N.A.D. 83 (1993 Adj.), North Central Zone.



John F. Wilder
RPLS NO. 4285

3-28-16
DATE

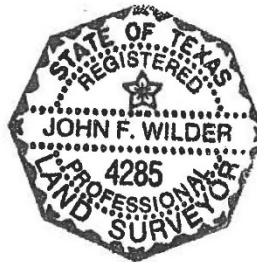
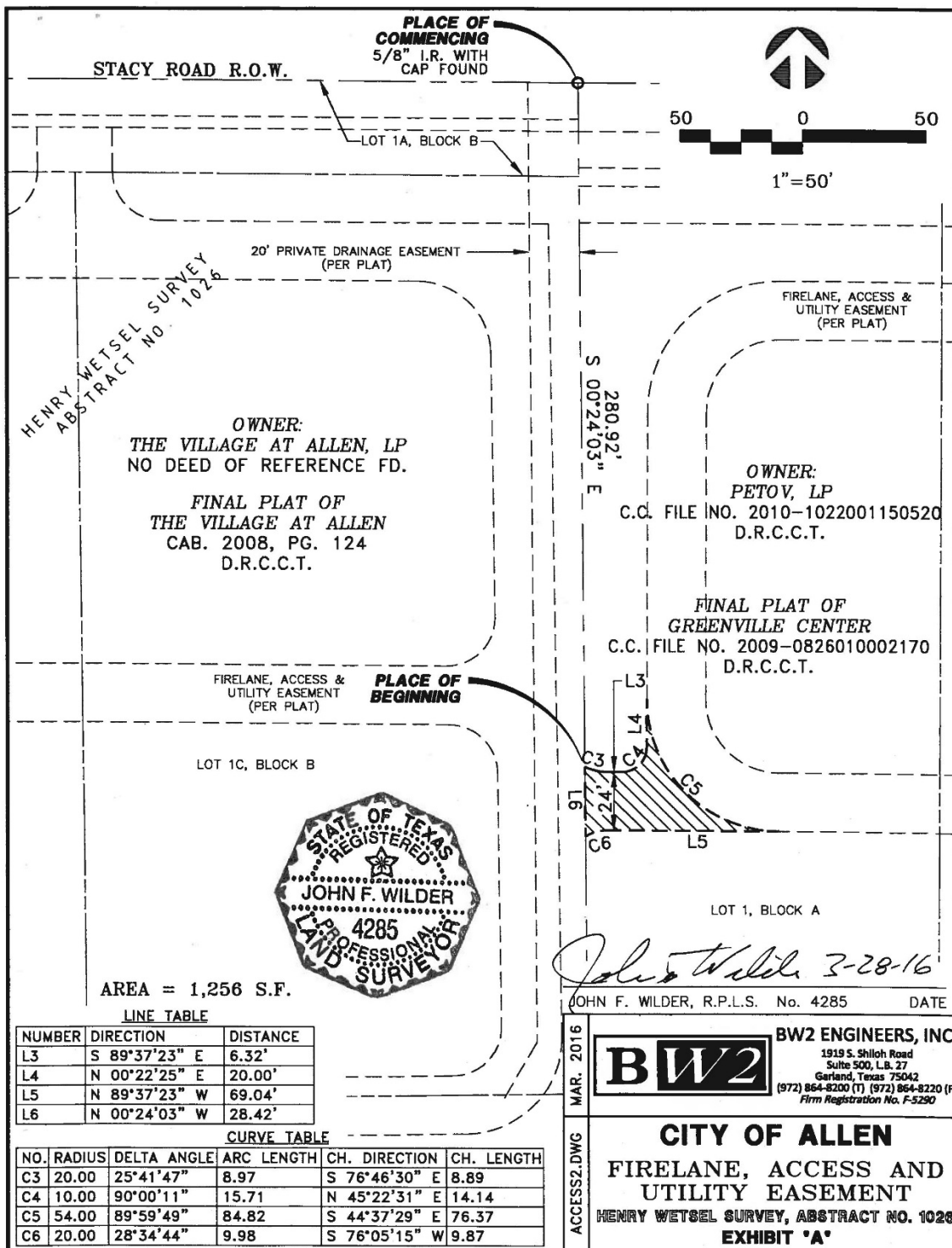
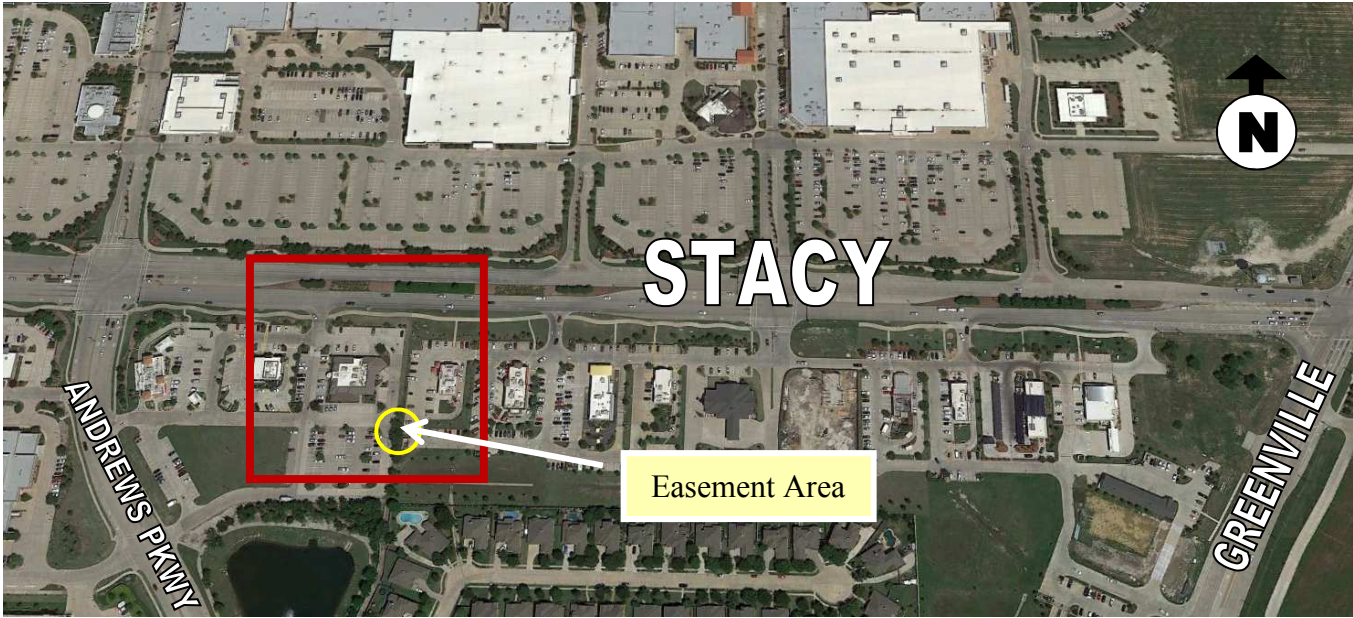


Exhibit "A" **Depiction of Easement Property**



LOCATION MAP

Mutual Access, Utility, and Fire Lane Easement Purchase Agreement
Petov, LP
(October 25, 2016)



CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:	October 25, 2016
SUBJECT:	Authorize the City Manager to Execute a Facilities Participation Agreement with Chick-Fil-A, Inc.
STAFF RESOURCE:	Chris Flanigan, Director of Engineering
ACTION PROPOSED:	Authorize the City Manager to Execute a Facilities Participation Agreement with Chick-Fil-A, Inc.

BACKGROUND

In ongoing efforts to continuously improve traffic flow along Stacy Road, the Engineering Department has been coordinating improvements over the years on public and private property, which incrementally improve efficiency and circulation. For instance, the following improvements have already been implemented (or are currently in progress):

1. Construction of additional right-hand turn lane for westbound Stacy Road at US75
2. Improved intersection signage, permitting U-turn movements on Stacy Road
3. Wayfinding signage along US75 and within the Village at Allen
4. Traffic signal timing synchronization along the Stacy Road Corridor
5. Installation of southbound "U-turn only" lane on the US75 Frontage Road at the Stacy Road intersection
6. Installation of overhead lane assignment on the northbound US75 Frontage Road at the Stacy Road Intersection (in progress)
7. Elimination of outbound access from the Premium Outlet Mall to Stacy Road (in progress)
8. Installation of improved wayfinding signage within the Premium Outlet Mall (in progress)
9. Design and installation of a second westbound right turn only lane on Stacy Road at the US75 intersection (in progress)

As a continuation of those efforts, the City of Allen desires to acquire an easement across the property located at 340 E. Stacy Road (Panda Express) to construct a connection between the Panda Express and Cheddars parking lots. This proposed improvement is for the best interest of the retailers and the travelling public. As a matter of current practice, city staff insists upon cross access between compatible uses during the design development phase for a variety of reasons:

1. Customer Convenience
2. Better Traffic Distribution
3. Safety
4. Redundant Access in Emergency

Following formal possession of the easement right, a dumpster will be relocated and a paved connection constructed between the two parking lots. Once this connection is made, traffic will be able to access between the properties without having to use Stacy Road. The property owner will be responsible for maintenance after the improvements are made. As an incentive to the city to proceed with designing and constructing this cross-access,

Chick-Fil-A has agreed to participate in funding the project at 50% (or up to \$75,000).

Even though Chick-fil-A is not immediately adjacent to the specific connection, they perceive that they will benefit from the increased accessibility that will result and are a willing partner as a result.

BUDGETARY IMPACT

Project costs (estimated to be \$150,000) will be funded from unprogrammed funds in the capital improvement program. The agreement with Chick-fil-A obligates them to pay 50% of all project costs, with their maximum participation set at \$75,000.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute a Facilities Participation Agreement with Chick-Fil-A, Inc.

MOTION

I make a motion to authorize the City Manager to execute a Facilities Participation Agreement with Chick-Fil-A, Inc.

ATTACHMENTS:

Agreement

Location Map

STATE OF TEXAS § FACILITIES PARTICIPATION AGREEMENT BETWEEN
§ CITY OF ALLEN AND CHICK-FIL-A, INC.
COUNTY OF COLLIN §

This **Facilities Participation Agreement** ("Agreement") is made by and between the **City of Allen, Texas** (the "City"), a Texas home rule municipality, and **Chick-fil-A, Inc.**, a Georgia corporation ("CFA") (collectively, City and CFA are referred to herein as "the Parties"), acting by and through their duly authorized representatives.

RECITALS:

WHEREAS, CFA is the owner of the CFA Property on which is located a Chick-fil-A restaurant ("the Restaurant"); and

WHEREAS, the CFA Property is located on the frontage of the eastbound lanes of Stacy Road between Allen Station Parkway and N. Greenville Avenue ("the Stacy Road Segment"); and

WHEREAS, because of the high traffic volume of both through traffic as well as traffic desiring to stop at the Restaurant and other businesses fronting the Stacy Road Segment within the Greenville Center Addition, City desires to establish alternative means of allowing vehicle traffic to access businesses within the Greenville Center Addition; and

WHEREAS, City has negotiated and obtained (or is seeking to obtain) the conveyance of one or more easements from the owners of the Cheddars Property and the Adjacent Property ("the Easements") to provide direct ingress and egress between the Cheddars Property and the Adjacent Property without being required to enter onto Stacy Road; and

WHEREAS, because of the existing cross-access between the CFA Property and the Adjacent Property, the CFA Property and the Restaurant will benefit from the establishment of the Easement; and

WHEREAS, City has advised CFA that CFA's financial participation in the cost of design and construction of the Improvements would serve as an incentive to City to proceed with the design and construction of the Improvements; and

WHEREAS, CFA desires to provide such an incentive;

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

Article I

Term; Termination

The term of this Agreement shall commence on the Effective Date and shall continue until the Parties have fully satisfied all terms and conditions of this Agreement unless sooner terminated as provided herein.

Article II

Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

"Adjacent Property" means the real property described as Lot 1, Block A, Greenville Center, an Addition to the City of Allen, Collin County, Texas, according to the plat thereof recorded in Volume 2009, Page 326, Plat Records, Collin County, Texas.

"CFA Property" means the real property described as Lot 2, Block A, Greenville Center, an Addition to the City of Allen, Collin County, Texas, according to the plat thereof recorded in Volume 2009, Page 326, Plat Records, Collin County, Texas.

"Cheddars Property" means Lot 1C, Block B, The Village at Allen, an Addition to the City of Allen, Collin County, Texas, according to the plat thereof recorded in Cabinet 2008, Slide 124, Plat Records, Collin County, Texas.

"Construction Costs" means (a) costs and expenses paid by the City for the design of the Improvements and preparation of the plans and specifications for construction of the Improvements; (b) costs and expenses paid by the City to its contractor for construction of the Improvements; and (c) costs and expenses paid by the City for customary due diligence inspections and testing of the land upon which the Improvements will be located.

"Director" means City's Director of Engineering, or designee.

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

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

"Greenville Center Addition" means, collectively, the real property located within the City of Allen, Texas, and described within (a) Final Plat of Greenville Center Addition, Lots 1-3, Block A, an Addition to the City of Allen, Texas, according to the

plat thereof recorded in Volume 2009, Page 326, Plat Records, Collin County, Texas, (b) Final Plat of Greenville Center Addition, Lot 4, Block A, an Addition to the City of Allen, Texas, according to the plat thereof recorded in Volume 2009, Page 191, Plat Records, Collin County, Texas; (c) Final Plat of Greenville Center Addition, Lots 5-7, Block A, an Addition to the City of Allen, Texas, according to the plat thereof recorded in Volume 2009, Page 300, Plat Records, Collin County, Texas; (d) Final Plat of Greenville Center Addition, Lot 8, Block A, an Addition to the City of Allen, Texas, according to the plat thereof recorded in Volume 2009, Page 419, Plat Records, Collin County, Texas; (e) Final Plat of Greenville Center Addition, Lot 9, Block A, an Addition to the City of Allen, Texas, according to the plat thereof recorded in Volume 2012, Page 200, Plat Records, Collin County, Texas; (f) Minor Replat of Greenville Center Addition, Lot 10, Block A, an Addition to the City of Allen, Texas, according to the plat thereof recorded in Volume 2014, Page 403, Plat Records, Collin County, Texas; (g) Final Plat of Greenville Center Addition, Lot 11, Block A, an Addition to the City of Allen, Texas, according to the plat thereof recorded in Volume 2012, Page 421, Plat Records, Collin County, Texas; (h) Final Plat of Greenville Center Addition, Lot 12, Block A, an Addition to the City of Allen, Texas, according to the plat thereof recorded in Volume 2014, Page 512, Plat Records, Collin County, Texas; and (i) Final Plat of Greenville Center Addition, Lot 14, Block A, an Addition to the City of Allen, Texas, according to the plat thereof recorded in Volume 2011, Page 297, Plat Records, Collin County, Texas.

"Improvements" means as a minimum (i) new dumpster pad and screening necessary to relocate the existing dumpster on the Adjacent Property and (ii) concrete parking lot connection and associated pavement markings that will provide for cross-access by vehicles between the Cheddars Property and the Adjacent Property as generally depicted in **Exhibit "A"**.

Article III **Design and Construction**

3.1 Improvements to be Constructed. Subject to the terms and conditions set forth herein, City agrees to cause and be solely responsible for the design and construction of the Improvements, including, but not limited to, engaging all professionals and contractors necessary to accomplish the foregoing. Notwithstanding this Agreement, City agrees to at no time represent that CFA is a party to any agreement with any third party engaged by City to perform work related to the design and/or construction of the Improvements.

3.2 CFA Cost Participation. Not later than thirty (30) days after the later of (a) the completion of the Improvements, and (b) CFA's receipt of written notice from City that the Improvements have been completed (including reasonable evidence of the amount of Construction Costs), CFA agrees to reimburse City an amount equal to fifty percent (50%) of the amount of the Construction Costs (the "CFA Participation Funds"). Notwithstanding the final Construction Costs incurred by City, CFA's maximum financial responsibility pursuant to this Agreement shall be \$75,000.

3.3 No Ownership in the Improvements or Other Property. Notwithstanding CFA's payment of the CFA Participation Funds, CFA understands and agrees that CFA will obtain no right, title or interest in the Improvements, the Adjacent Property, or the Cheddars Property.

3.4 Duration. CFA's obligation to reimburse City for Construction Costs under this Agreement will automatically expire and be of no further force and effect if the Improvements have not been completed on or before December 31, 2017.

Article IV Miscellaneous

4.1 Notices. When notice is permitted or required by this Agreement, it shall be in writing and shall be deemed delivered when delivered in person or on the date when placed, postage prepaid in the United States mail, certified return receipt requested or by overnight courier, and addressed to the Parties at the address set forth below. A Party may designate from time to time another and different address for receipt of notice by giving notice of such change or address.

If intended for CFA to:

Chick-fil-A, Inc.
5200 Buffington Road
Atlanta, Georgia 30349
ATTN: Legal Department – Real Estate

In intended for City to:

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

With Copies to:

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

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

4.2 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns.

4.3 Assignment. CFA shall not assign or transfer its rights or obligations under this Agreement in whole or in part to any other person or entity without the prior written consent of City, which consent will not be unreasonably withheld or delayed. Any assignment or transfer of any of the obligations under this Agreement by CFA will constitute an assumption by the assignee of such assigned obligations, without amendment, from and after the date of such assignment. CFA acknowledges and agrees that CFA shall remain responsible for the duties and obligations accruing to CFA prior to the date of any such assignment.

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

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

4.6 Entire Agreement. This Agreement embodies the entire Agreement between the Parties and supersedes all prior agreements, understandings, if any, relating to the matters addressed herein and may be amended or supplemented only by written instrument executed by the Party against whom enforcement is sought.

4.7 Recitals. The Recitals to this Agreement are incorporated herein as part of this Agreement.

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

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

4.10 Headings. The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereto.

(signatures on following pages)

SIGNED AND AGREED this _____ day of _____, 2016.

CITY OF ALLEN, TEXAS

By: _____
Peter H. Vargas, City Manager

ATTEST:

Shelley B. George, TRMC, City Secretary

APPROVED AS TO FORM:

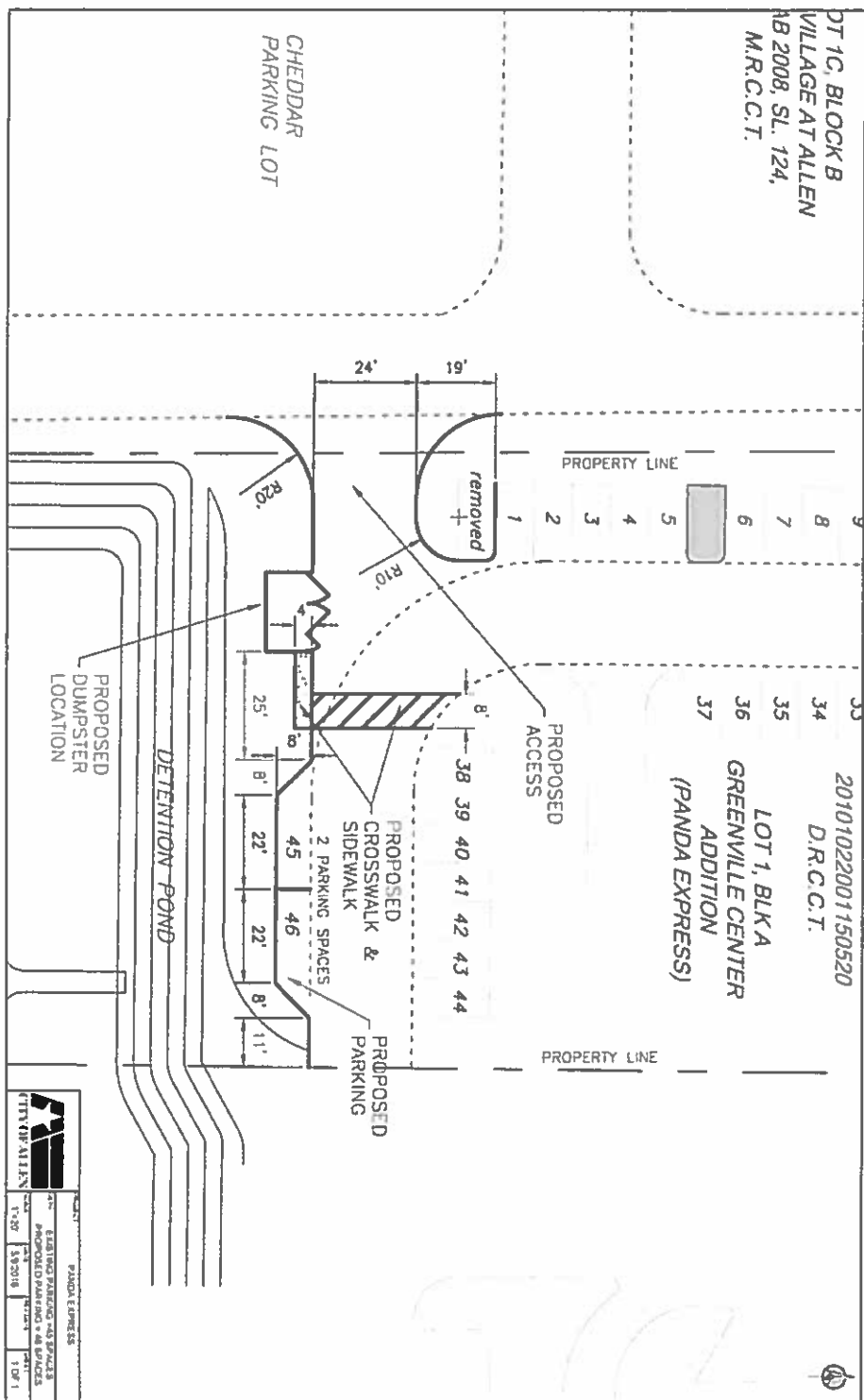
Peter G. Smith, City Attorney

SIGNED AND AGREED this 30th day of August, 2016.

CHICK-FIL-A, INC.,
a Georgia corporation

By: 
Name: Ashanti T. Hunt
Title: Director

Exhibit "A" **General Layout of the Improvements**



LOCATION MAP

Facilities Participation Agreement
Chick-Fil-A, Inc.
(October 25, 2016)



CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

October 25, 2016

SUBJECT:

Award Bid and Authorize the City Manager to Execute a One-Year Contract with Interline Brands Inc., dba Supply Works for the Purchase of Janitorial Supplies with Four (4) One-Year Optional Renewals for an Annual Amount of \$115,000.

STAFF RESOURCE:

Debra Morris, Purchasing Manager
Rosanne Lemus, Buyer

ACTION PROPOSED:

Award Bid and Authorize the City Manager to Execute a One-Year Contract with Interline Brands Inc., dba Supply Works for the Purchase of Janitorial Supplies with Four (4) One-Year Optional Renewals for an Annual Amount of \$115,000.

BACKGROUND

The purpose of this bid is to provide contract pricing for the purchase of janitorial supplies for all City departments. On August 25, 2016 the Purchasing Division solicited bids to one hundred and sixty-three (163) vendors via our electronic bid system and received nine (9) vendor responses.

Staff recommends award to Interline Brands Inc. dba Supply Works based on overall lowest bid and best value. Criteria considered in the award include cost, product availability, timeliness of delivery and customer service to the City of Allen.

BUDGETARY IMPACT

Expenditure for annual janitorial supplies are budgeted in the FY 2017 department operating funds.

STAFF RECOMMENDATION

Staff recommends that the City Council to award bid and authorize the City Manager to execute a one-year contract with Interline Brands Inc., dba Supply Works for the purchase of janitorial supplies with four (4) one-year optional renewals for an annual amount of \$115,000.

MOTION

I make a motion to award bid and authorize the City Manager to execute a one-year contract with Interline Brands Inc., dba Supply Works for the purchase of janitorial supplies with four (4) one-year optional renewals for an annual amount of \$115,000.

ATTACHMENTS:

Contract

Bid Tab

Bid Response

STATE OF TEXAS §
 § **AGREEMENT FOR JANITORIAL SUPPLIES**
COUNTY OF COLLIN §

This agreement ("Agreement") is made by and between the City of Allen, Texas ("City") and Interline Brands Inc. ("Company") acting by and through their authorized representatives.

Recitals:

WHEREAS, the City desires to obtain janitorial supplies from Company in accordance with the bid specifications attached hereto as Exhibit "A" ("Specifications"); and

WHEREAS, Company desires to provide services to City in accordance with its response to Bid Specifications #2016-7-175 attached hereto as Exhibit "A";

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Article I
Term

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and continue until the last day of October 25, 2017, unless earlier terminated as provided herein (the "Initial Term").

City maintains the right to renew this Agreement for up to four (4) additional renewal terms of one (1) years at the City's sole discretion, the first renewal term beginning on October 25, 2017. The City may exercise its right to renew this Agreement by providing Company written notice thereof thirty (30) days prior to the expiration of the Initial Term or renewal term, as the case may be.

Article II
Contract Documents

Every provision of the documents below is incorporated into this Agreement by reference. The documents referenced below are in descending order of precedence. Any conflict between or among any of the documents shall be resolved in favor of the document with higher precedence.

- A. This Agreement;
- B. City's Invitation for Bid #2016-7-175 ("Specifications"); and
- C. Interline Brands Inc.'s Response to City's Invitation for Bid #2016-7-175 ("Response").

Article III Scope of Services

Company shall provide the Services specifically set forth in the Specifications, including those requirements in the sample contract to the extent they do not conflict with this Agreement, as contained in Exhibit "A," which is attached hereto and made a part of this Agreement for all purposes.

Article IV Schedule of Work

Company agrees to commence Services upon the Effective Date of this Agreement and to complete the required Services in accordance with the schedules and at the times and locations provided by the City as set forth in Exhibit "A," to the extent they do not conflict with this Agreement.

Article V Compensation and Method of Payment

City shall compensate Company for the Services, including all labor, materials, equipment and supplies as provided in Exhibit "A." The total compensation to Company shall not exceed \$115,000 during the Initial Term or any renewal term under this Agreement. Company shall provide the City with written invoices on a monthly basis describing the work and Services performed as provided in Exhibit "A." Upon approval, City shall compensate Company as provided herein and in Exhibit "A" with the payment term being net 30 days after the date the City is delivered a written invoice for Services completed.

Article VI Notice to Proceed

Company shall not proceed with any work required under this Agreement without a written Notice to Proceed from City. Any work performed or expenses incurred by Company prior to Company's receipt of a written Notice to Proceed from City shall be entirely at Company's own risk. Work performed and expenses incurred after Company has received a written Notice to Proceed from City will be eligible for reimbursement under the terms of this Agreement, subject to an approved task order.

Article VII Suspension of Work

City shall have the right to immediately suspend work by Company if City determines in its sole discretion that Company has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Company shall be suspended until Company has taken satisfactory corrective action.

Article VIII
Devotion of Time; Personnel; and Equipment

8.1 The Company shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, the Company shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City; and without decreasing the effectiveness of the performance of services required under this Agreement.

8.2 To the extent reasonably necessary for the Company to perform the services under this Agreement, the Company shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Company may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Company.

8.3 The Company shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

8.4 Time is and shall be of the essence in the performance of this Agreement as written.

Article IX
Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Company may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article X
Termination

This Agreement may be terminated by:

- (a) by mutual written agreement of the parties;
- (b) immediately by City, if Company defaults or breaches any of the terms or conditions of this Agreement;
- (c) by either party, upon thirty (30) days prior to written notice. Should Company terminate this Agreement under this provision, Company shall further state the reason(s) for termination in its written notice;
- (d) by City, if Company suffers an Event of Bankruptcy or Insolvency; or "Event of Bankruptcy" shall mean the dissolution or termination (other than

a dissolution or termination by reason of Company merging with an affiliate of Company) of Company's existence as a going business, insolvency, appointment of receiver for any part of Company's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company and in the event such proceeding is not voluntarily commenced by the Company, such proceeding is not dismissed within ninety (90) business days after the filing thereof;

- (e) by City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing fiscal year; or

Article XI Insurance

11.1 Company shall during the term hereof maintain in full force and effect insurance with complies with the Specifications and contains, at a minimum: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Company's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Company, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker's Compensation Insurance covering all of Company's employees involved in the provision of services under this Agreement.

11.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

11.3 All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service, or approved by the City Risk Manager. (d) A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

Article XII Miscellaneous

12.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.

12.2 Assignment. Company may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Company to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

12.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

12.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

12.5 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

12.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

12.7 Independent Company. It is understood and agreed by and between the parties that Company, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Company pursuant to this Agreement shall be in the capacity of an independent Company, and not as an agent or employee of City. Company shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

12.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

City of Allen, Texas
Attn: Peter H. Vargas, City
Manager
Allen Civic Plaza
305 Century Parkway
Allen, Texas 75013
Facsimile: 214-509-4118

with copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager &
Smith, L.L.P.
500 N. Akard, 1800 Lincoln Plaza
Dallas, Texas 75201
Facsimile: 214-965-0010

If intended for Company:

Interline Brands Inc.
PO BOX 848392
Dallas, TX 75284
Facsimile: 903-737-9137

12.9 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

12.10 Exhibits and Recitals. The exhibits attached hereto and the Recitals are incorporated herein and made a part hereof for all purposes.

12.11 Indemnification. Company shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages, (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided by Company to the extent caused by the negligent act or omission or intentional wrongful act omission of Company, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Company is legally responsible (hereinafter "Claims"). Company is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Company in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. 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 Company's obligation to defend City or as a waiver of Company's obligation to indemnify City pursuant to this Contract. Company shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Company fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all costs incurred by City.

12.12 Audits and Records. Company agrees that during the term hereof, City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Company's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

12.13 Conflicts of Interests. The Company represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

12.14 Warranty. The Company warrants to the City that all labor furnished to perform the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that the work will be performed in a good and workmanlike manner and at least in accordance with industry standards, and that the work will be of good quality, free from faults and defects and in strict conformance with this contract. All work not conforming to these requirements may be considered defective.

12.15 Uniforms. Company shall provide and require its employees to wear a uniform that bears the Company name, logo, and the employee's name. Uniforms are not to be dirty, stained, or torn. Uniforms shall be worn at all times while on the job. Company shall provide and ensure the wearing of protective clothing, masks, eye protection, etc., as required by laws, regulation, ordinances, and/or manufacturer's instruction for material and equipment. All employees of Company working on right-of-ways or medians must utilize personal protective equipment such as safety vests to insure their visibility to drivers.

12.16 Warning Devices and Barricades. The Company shall furnish and maintain such warning devices, barricades, lights, signs, and other devices as may be necessary or appropriate or required by the City to protect persons or property in, near or adjacent to the jobsite. The Company shall comply with all applicable Federal, State, and Local Laws regarding occupational safety and health as well as providing protection of the environment. This shall include but not be limited to compliance with U.S. Department of Labor-Occupational Safety and Health Administration (OSHA), and U.S. Environmental Protection Agency (EPA) guidelines and regulations. No separate compensation shall be paid to the Company for such measures.

12.17 Protection of Utilities. The Company shall use best efforts to leave undisturbed and uninterrupted all irrigation systems, utilities, and utility services provided to the job site or which presently exist at, above, or beneath the location where the work is to be performed. In the event that any irrigation system, utility, or utility service is disturbed or damaged during the progress of the work, the Company shall forthwith repair, remedy or restore the utility at Company's sole expense. The Company is responsible for an inspection of the site prior to commencing work on site to ensure that no damage is existing or will not occur when maintenance begins. If damage is noted or if probable damage will occur then it is the Company's responsibility to notify the City of Allen representative so that the City of Allen can take action to correct and document the problem(s). The Company is responsible for the replacement of all irrigation heads that are damaged by mowing with like equipment approved by the City of Allen.

(Signature page to follow)

EXECUTED this _____ day of _____, 2016.

CITY OF ALLEN

By: _____
PETER H. VARGAS, CITY MANAGER

Allen Civic Plaza
305 Century Parkway
Allen, Texas 75013

ATTEST

SHELLEY B. GEORGE, CITY SECRETARY

EXECUTED this 18th day of October, 2016.

INTERLINE BRANDS INC.

By: Joy Erben
Signature of Authorized Officer

Name: Joy Erben
Print Name

Title: Sales Supervisor

PO BOX 848392
DALLAS, TX 75284

EXHIBIT "A"
SPECIFICATIONS AND RESPONSE

1. City's Invitation for Bid #2016-7-175.
2. Interline Brands Inc.'s Response to Invitation for Bid #2016-7-175.



CITY OF ALLEN
 Bid Tabulation
 #2016-7-175 Janitorial Supplies

**Represents Lowest Bidders
 (Out of 9 Total Bid Responses)
 *This reflects top 3 responders***

Item #	Description			Empire Paper			Olmstead Kirk			Supplyworks		
Group 1 Tissue and Towels		UOM	Estimated Annual Quantity	Unit Price	Extended Price	Vendor Notes	Unit Price	Extended Price	Vendor Notes	Unit Price	Extended Price	Vendor Notes
1	Bath Tissue- 500 2 ply sheets per roll, 4 1/2" size rolls. "Facial Grade Only" 96 rolls/ case	Case	206	\$ 33.19	\$ 6,837.14	AFXTP536	\$ 36.18	\$ 7,453.08		\$ 36.50	\$ 7,519.00	GPT16560 (400 sheets per roll)
2	Hand Towels- Multi Fold 9.125" x 9.5" size, bleached 4000 towels per case	Case	280	\$ 17.60	\$ 4,928.00	AFXMFB400	\$ 13.20	\$ 3,696.00		\$ 23.50	\$ 6,580.00	REN06149-WB
3	Hand Towels - Single Fold 9.5' x 10.62" size, bleached towels per case	Case	9	\$ 18.77	\$ 168.93	AFXSFB200	\$ -	\$ -	no bid	\$ 29.30	\$ 263.70	KCC01700
4	Utility Wipes - Medium Duty 9-7/8" x 10" size 1875 towels per case	Case	58	\$ -	\$ -	no bid	\$ 34.02	\$ 1,973.16		\$ -	\$ -	Alternate given
5	Shop Towels - blue heavy Duty 960 towels per case	Case	48	\$ 45.24	\$ 2,171.52	KCC05740	\$ 51.73	\$ 2,483.04		\$ 51.48	\$ 2,471.04	KCC05740 (900 per case)
6	Center Pull, 2 ply towel 6 rolls per case	Case	97	\$ 19.89	\$ 1,929.33	AFXCP6002	\$ 15.95	\$ 1,547.15		\$ 31.40	\$ 3,045.80	REN06115-WB
7	White Kitchen roll towels	Case	10	\$ 17.98	\$ 179.80	AFXKRT30	\$ 18.42	\$ 184.20		\$ 23.80	\$ 238.00	REN06001-WB
8	Microfiber Green Cloth (5 per package)	Package	10	\$ 5.82	\$ 58.20	HOS2502GREEN 12/pack	\$ 5.65	\$ 56.50		\$ 4.10	\$ 41.00	APP18203 (\$.82 each = \$4.10 per 5)

Item #	Description			Empire Paper			Olmstead Kirk			Supplyworks		
9	Microfiber Red Cloth (5 per package)	Package	10	\$ 5.82	\$ 58.20	HOS2502RED 12/pack	\$ 5.65	\$ 56.50		\$ 4.10	\$ 41.00	APP18202 (\$.82 each = \$4.10 per 5)
10	Microfiber Yello Cloth (5 per package)	Package	10	\$ 5.82	\$ 58.20	HOS2502YDZ 12/pack	\$ 5.65	\$ 56.50		\$ 4.10	\$ 41.00	APP18200 (\$.82 each = \$4.10 per 5)
11	KLEENEX® HARD ROLL TOWELS, WHITE, 1-PLY, 8 IN. X 600 FT., 6 ROLLS PER CASE	Case	6	\$ 38.53	\$ 231.18	KCC50606	\$ -	\$ -	no bid	\$ 40.82	\$ 244.92	KCC50606
12	SCOTT® CORELESS BATH TISSUE, 2-PLY, 1,000 SHEETS PER ROLL, 36 ROLLS PER CASE	Case	36	\$ 43.91	\$ 1,580.76	KCC04007	\$ -	\$ -	no bid	\$ 45.44	\$ 1,635.84	KCC04007
13	SCOTT® CORELESS JRT JR. 2-PLY BATHROOM TISSUE, WHITE, 3.78 IN. X 1,150 FT., 12 ROLLS PER CASE	Case	12	\$ 40.05	\$ 480.60	KCC07006	\$ -	\$ -	no bid	\$ 39.60	\$ 475.20	KCC07006
14	RENOWN® HALF-FOLD TOILET SEAT COVERS, 250 SHEETS PER PACK, 20 PACKS PER CASE	Case	20		\$ -	no bid	\$ -	\$ -	no bid	\$ 24.19	\$ 483.80	REN03800
15	HOSPECO® WAX PAPER LINERS FOR SANITARY NAPKIN RECEPTACLES, BAGS, BROWN, 9X10X3-1/4 IN., 250 PER CASE	Case	250	\$ 18.35	\$ 4,587.50	HOSHS6141	\$ 12.10	\$ 3,025.00		\$ 10.91	\$ 2,727.50	HOSHS-6141
			Total Group I	\$ 310.97	\$ 23,269.36		\$ 198.55	\$ 20,531.13		\$ 369.24	\$ 25,807.80	
Group II - Styrofoam Cups		UOM	Estimated Annual Quantity	Unit Price	Extended Price		Unit Price	Extended Price	Vendor Notes	Unit Price	Extended Price	Vendor Notes
16	Styrofoam Cups 8 oz	Case	56	\$ 18.94	\$ 1,060.64	DCC8J8	\$ 16.65	\$ 932.40		\$ 21.81	\$ 1,221.36	REN09007
17	Strofoam Cups 10 oz	Case	53	\$ 22.02	\$ 1,167.06	DCC10J10	\$ 21.21	\$ 1,124.13		\$ 25.98	\$ 1,376.94	REN09009
18	Strofoam Cups 12 oz	Case	58	\$ 24.52	\$ 1,422.16	DCC12J12	\$ 23.62	\$ 1,369.96		\$ 31.82	\$ 1,845.56	REN09006

Item #	Description			Empire Paper			Olmstead Kirk			Supplyworks		
19	Strofoam Cups 20 oz	Case	54	\$ 21.61	\$ 1,166.94	DCC20J16	\$ 20.83	\$ 1,124.82		\$ 30.86	\$ 1,666.44	REN09010
			Total Group II	\$ 87.09	\$ 4,816.80		\$ 82.31	\$ 4,551.31		\$ 110.47	\$ 6,110.30	
Group III -	Soaps, Cleaners and Air Neutralizers and Fresheners	UOM	Estimated Annual Quantity	Unit Price	Extended Price		Unit Price	Extended Price	Vendor Notes	Unit Price	Extended Price	Vendor Notes
20	Pink Liquid Hand Washing Soap	Case	24	\$ 22.19	\$ 532.56	ROY35324X1	\$ 17.69	\$ 424.56		\$ 20.74	\$ 497.76	REN02502
21	White Liquid Hand Washing Soap	Case	24	\$ 38.38	\$ 921.12	SPA315104	\$ 17.69	\$ 424.56		\$ 19.36	\$ 464.64	REN02503
22	Hand Sanitizer Gojo 5192-03 or equivalent (2 per case)	Case	10	\$ 63.55	\$ 635.50	GOJ519203	\$ 61.57	\$ 615.70		\$ 75.21	\$ 752.11	GOJ5192-03
23	GOJO Foam Soap 5361 (2 per case)	Case	50	\$ 38.73	\$ 1,936.50	GOJ536102	\$ 36.86	\$ 1,843.00		\$ 45.84	\$ 2,292.00	GOJ5361-02
24	Purell Foam Soap 5392 (2 per Case)	Case	50	\$ 58.36	\$ 2,918.00	GOJ539202	\$ 55.53	\$ 2,776.50		\$ 65.86	\$ 3,293.00	GOJ5392-02
25	Rubbermaid 1600 ML liquid hand soap refill 750386 (4 per case)	Case	25	\$ 82.31	\$ 2,057.75	RCPFG750386	\$ -	\$ -	no bid	\$ 73.98	\$ 1,849.50	TCC750386
26	Lemon Scented Disinfecting Cleaner Liquid 4 gallons per case	Case	24	\$ 50.67	\$ 1,216.08	REC76334	\$ -	\$ -	no bid	\$ 22.88	\$ 549.12	REN02903-MS
27	Glass Cleaner w/ammonia 4 one gallon containers per case Windex or equivalent	Case	20	\$ 39.01	\$ 780.20	DRK90940	\$ -	\$ -	no bid	\$ 18.60	\$ 372.00	REN02804-MS
28	Spray Disinrectant Room Deodorizer 16.5 oz 12 cans per case Lysol or equivalent	Case	24	\$ 32.38	\$ 777.12	AFX01120	\$ -	\$ -	no bid	\$ 43.56	\$ 1,045.44	REN05013-AM

Item #	Description	Empire Paper					Olmstead Kirk			Supplyworks		
29	Floor Wax Striper 4 gallons per case Johnson Wax or equivalent	Case	5	\$ 39.17	\$ 195.85	SPA008404	\$ -	\$ -	no bid	\$ 49.68	\$ 248.40	REN02808-MS
30	Glass Cleaner Aersol 19 oz cans. 12 cans per case Sprayway brand	Case	25	\$ 23.79	\$ 594.75	AFX01003	\$ 23.58	\$ 589.50		\$ -	\$ -	Alternate given
31	409 All Purpose or equivalent. 1.4 gallon bottles. 12 per case	Case	2	\$ 37.29	\$ 74.58	CLO35300	\$ -	\$ -	no bid	\$ 31.56	\$ 63.12	SPA3190-12
32	Tub & Tile Cleaner Tilex or equivalent	Case	18	\$ 27.60	\$ 496.80	CLO01126	\$ -	\$ -	no bid	\$ 21.00	\$ 378.00	REN02815-MS
33	Lysol Spray Disinfectant	Case	24	\$ 74.15	\$ 1,779.60	REC04675	\$ -	\$ -	no bid	\$ 85.90	\$ 2,061.60	REC04650
34	Finish Powerball or equivalent 105 ct. 60 in a box	Case	60	\$ 32.53	\$ 1,951.80	REC77050	\$ -	\$ -	no bid	\$ -	\$ -	Alternate given
35	Lemon Disinfectant. Pro-force or equivalent 1 gallon	Gallon	30	\$ 27.15	\$ 814.50	SPA106204	\$ 29.64	\$ 889.20		\$ 22.88	\$ 686.40	REN02903-MS
36	Tile & Grout Cleaner, Foaming type, 12 quarts per case	Case	4	\$ 37.79	\$ 151.16	DRK904550	\$ -	\$ -	no bid	\$ 35.40	\$ 141.60	SPA3200-12
37	Lemon Pledge Furniture Polish 13.8 OZ Aerosol	Case	3	\$ 34.00	\$ 102.00	AFX01082	\$ -	\$ -	no bid	\$ 38.16	\$ 114.48	JWP95763074
38	Aerosol Citrus Cleaner 19 oz cans, 12 cans per case	Case	2	\$ 39.25	\$ 78.50	AFX01119	\$ 34.45	\$ 68.90		\$ 26.40	\$ 52.80	REN05007-AM
39	Tile Grout Sealer, Mapies Brand or equivalent, one gallon containers	Gallons	12	\$ -	\$ -	no bid	\$ -	\$ -	no bid	\$ 112.12	\$ 1,345.44	SPA4089-04

Item #	Description	Empire Paper					Olmstead Kirk			Supplyworks		
40	Industrial Purpose liquid cleaner, 4 gallons per case, Simple Green or equivalent	Case	12	\$ 67.84	\$ 814.08	SMP13005	\$ -	\$ -	no bid	\$ 39.80	\$ 477.60	SPA3501-04
41	Powdered Cleaner w/Bleach. 24-21 oz container per case. Ajax or equivalent	Case	14	\$ 25.47	\$ 356.58	CPC14278	\$ -	\$ -	no bid	\$ 30.96	\$ 433.44	CGP14278
42	Pumice Stick. Clean porcelain, ceramic tile, concrete, masonry and iron. 6"X3/4" x 1-1/4' stick. 12 sticks per case	Case	2	\$ 25.45	\$ 50.90	PUM12	\$ -	\$ -	no bid	\$ 29.40	\$ 58.80	PUMJAN-12
43	Stainless Steel cleaner & polish - Resist fingerprints and water marks. 6-17oz cans per case	Case	6	\$ 30.04	\$ 180.24	AFX01071	\$ 46.35	\$ 278.10		\$ 43.20	\$ 259.20	REN05005-AM (15oz.)
44	Furniture Polish - Dusts, shines and cleans; wood furniture, cabinets, vinyl and leather. 12-12.5 oz spary can per case.	Case	6	\$ 45.52	\$ 273.12	DRKCB723732	\$ -	\$ -	no bid	\$ 34.56	\$ 207.36	APP12733 (17oz.)
45	Gum Remover - Remove gum from carpeting, tables, charis and floors. 12-6 oz spray cans per case	Case	4	\$ 30.01	\$ 120.04	AFX01039	\$ -	\$ -	no bid	\$ 27.96	\$ 111.84	REN05012-AM
46	RENOWN® GUM REMOVER II AEROSOL 6 OZ 12 PER CASE	Case	12	\$ -	\$ -		\$ 39.95	\$ 479.40		\$ 27.96	\$ 335.52	REN05012-AM
47	Fabric Freshner & Odor Eliminator. Safe for all fabrics. 6-33.8oz containers per case. Febreeze or equivalent	Case	6	\$ 46.48	\$ 278.88	PGC03259	\$ -	\$ -	no bid	\$ -	\$ -	
48	Scrub Sponge 6' x 3 1/2" 20 per case	Case	4	\$ 14.16	\$ 56.64	PAD174	\$ -	\$ -	no bid	\$ 14.20	\$ 56.80	REN02118
49	Green Scrub Pads, 24 per case, scotch brite or equivalent	Case	8	\$ 5.53	\$ 44.24	AFX96MS20	\$ -	\$ -	no bid	\$ 4.40	\$ 35.20	REN02114 (20/cs.)
50	Bleach 1 gallon container, 4 per case Clorox or equivalent	Case	20	\$ 11.61	\$ 232.20	KIK11008635042	\$ 12.05	\$ 241.00		\$ 13.02	\$ 260.40	KIK11008635042

Item #	Description			Empire Paper			Olmstead Kirk			Supplyworks		
51	Graffiti Remover Spray, 12 per case	Case	6	\$ 60.08	\$ 360.48	SPA317103	\$ 52.00	\$ 312.00		\$ 52.20	\$ 313.20	REN05081-AM
52	Motsenbockers Lift Off 3 (12 Per case)	Case	3	\$ 70.04	\$ 210.12	MTS40903	\$ -	\$ -	no bid	\$ 89.04	\$ 267.12	#292288
53	Bowl Cleaner, Non-Acid, 12 quarts per case. Vanish or equivalent	Case	4	\$ 20.60	\$ 82.40	SPA711603	\$ -	\$ -	no bid	\$ 19.68	\$ 78.72	REN02836-MS
54	RENOWN® NON-ACID BOWL CLEANER, 1 QUART, 12 PER CASE	Case	12	\$ -	\$ -	no bid	\$ -	\$ -	no bid	\$ 19.68	\$ 236.16	REN02836-MS
55	RENOWN® STAINLESS STEEL CLEANER OIL BASED AEROSOL 15 OZ 12 PER CASE	Case	12	\$ -	\$ -	no bid	\$ -	\$ -	no bid	\$ 43.20	\$ 518.40	REN05005-AM
56	RENOWN® NON-AMMONIA GLASS CLEANER, 1 QUART, 12 PER CASE	Case 12	12	\$ -	\$ -	no bid	\$ -	\$ -	no bid	\$ 21.36	\$ 256.32	REN02812-MS
57	Liquid Laundry Detergent. 1 gallon container. 4 per case Era or equivalent	Case	12	\$ 45.53	\$ 546.36	SPA700304	\$ -	\$ -	no bid	\$ 55.20	\$ 662.40	REN05631-US
58	CLOTHESLINE FRESH™ LAUNDRY DETERGENT, 5-GALLON PAIL	Gallon	2	\$ 52.99	\$ 105.98	SPA700305	\$ -	\$ -	no bid	\$ 65.14	\$ 130.28	SPA7003-05
59	Foaming Handsoap refill 1200ml, like Prime Source Foaming Soap refills or equivalent	Case	30	\$ 40.06	\$ 1,201.80	GOJE536102	\$ 35.25	\$ 1,057.50		\$ 43.14	\$ 1,294.20	REN02543
60	RENOWN® ULTRA-MILD FOAM HAND SOAP, TOUCH-FREE, 1,200ML	Case	2	\$ -	\$ -	no bid	\$ -	\$ -	no bid	\$ 43.14	\$ 86.28	REN02543
61	RENOWN® DISINFECTANT DEODORANT II, AEROSOL, 12 PER CASE	Case	12	\$ -	\$ -	no bid	\$ 49.65	\$ 595.80		\$ 43.56	\$ 522.72	REN05013-AM

Item #	Description	Empire Paper					Olmstead Kirk			Supplyworks		
62	RENOWN® AIR NEUTRALIZER REFILL, VANILLA BEAN	Case	12	\$ -	\$ -	no bid	\$ -	\$ -	no bid	\$ 56.40	\$ 676.80	REN3540-CT
63	RENOWN SUREBLEND ENZYME ENRICHED FLOOR CLEANER AND DEODORIZER 80 OZ 2 PER CASE (for autodilute system enzyme based)	Case	2	\$ -	\$ -	no bid	\$ -	\$ -	no bid	\$ 34.50	\$ 69.00	REN07140-SB
64	RENOWN® 3000 AIR NEUTRALIZER REFILL SPRING VALLEY 2 OZ.	Case	12	\$ -	\$ -	no bid	\$ -	\$ -	no bid	\$ 56.40	\$ 676.80	REN03507-CT
65	RENOWN® ODOR ABSORBENT AND EATER, 16 OZ.	Case	6	\$ -	\$ -	no bid	\$ 41.90	\$ 251.40		\$ 35.10	\$ 210.60	REN03020- BD/REN03020-FR
66	RENOWN® ANTIBACTERIAL FOAM HAND SOAP, TOUCH-FREE, 1,200ML, 2 PER CASE	Case	12	\$ -	\$ -	no bid	\$ -	\$ -	no bid	\$ 46.22	\$ 554.64	REN02544
67	Meter Mist Air Fresheners, 10oz, 12 cans per case	Case	10	\$ -	\$ -	no bid	\$ 41.58	\$ 415.80		\$ 56.40	\$ 564.00	Various item numbers
68	SD-20 Multi- purpose Degreaser Aerosol	Each	12	\$ 30.98	\$ 371.76	SPA652000	\$ -	\$ -	no bid	\$ 35.64	\$ 427.68	SPA6520
69	RENOWN BLOODBORNE PATHOGEN CLEANUP KIT	CASE	1		\$ -	no bid	\$ -	\$ -	no bid	\$ 16.53	\$ 16.53	REN05128
70	RENOWN 12 INCH LONG HANDLE GUM SCRAPER	Each	5		\$ -	no bid	\$ -	\$ -	no bid	\$ 10.25	\$ 51.25	REN03883-IB
71	RENOWN POWERED BY BUCHERS SUNDANCE NEUTRAL FLOOR CLEANER GALLON, FLOOR SCRUBBER MACHINE SOLUTION	Gallon	4	\$ -	\$ -	no bid	\$ -	\$ -	no bid	\$ 43.08	\$ 172.32	REN02874
72	Swiffer Duster w/handle 10 per case	Case	5	\$ 37.55	\$ 187.75	PGC40509 9/ case	\$ -	\$ -	no bid	\$ 48.88	\$ 244.40	PGC40509 (9 per case)

Item #	Description			Empire Paper			Olmstead Kirk			Supplyworks		
73	Swiffer duster refills 40 in case	Case	5	\$ 46.58	\$ 232.90	PGC41767 60/cs	\$ -	\$ -	no bid	\$ 73.50	\$ 367.50	PGC471767 (60 per case)
74	Swiffer sweeper mop refills 40 in case	Case	5	\$ -	\$ -	no bid	\$ -	\$ -	no bid	\$ 57.00	\$ 285.00	PGC35154 (144 per case)
75	Swiffer sweeper mop 10 per case	Case	5	\$ -	\$ -	no bid	\$ -	\$ -	no bid	\$ 153.50	\$ 767.50	PGC09060
76	T-Cell Dispenser (10 per case)	Case	4	\$ -	\$ -	no bid	\$ -	\$ -	no bid	\$ 101.10	\$ 404.40	REN03575-CT (\$10.11 each)
77	T-Cell Natures Blossom Freshner 3581 (6 per case)	Case	4	\$ -	\$ -	no bid	\$ -	\$ -	no bid	\$ 60.66	\$ 242.64	REN03581-CT
78	T-Cell Mango Freshner 3583 (6 per case)	Case	10	\$ -	\$ -	no bid	\$ -	\$ -	no bid	\$ 60.66	\$ 606.60	REN03583-CT
79	T-Cell melon cucumber freshner (6 per case)	Case	15	\$ -	\$ -	no bid	\$ -	\$ -	no bid	\$ 60.66	\$ 909.90	REN03582-CT
80	Mr. Clean Magic Eraser (25 per case)	Case	4	\$ 23.51	\$ 94.04	PGC82027 24/case	\$ -	\$ -	no bid	\$ 31.14	\$ 124.56	PGC82027 (24 per case)
81	ASAP ALL-PURPOSE CLEANER RTU Q	Case	12	\$ 23.06	\$ 276.72	SPA319003	\$ -	\$ -	no bid	\$ 31.56	\$ 378.72	SPA3190-12
			Total Group III	\$ 1,551.39	\$ 24,091.60		\$ 595.74	\$ 11,262.92		\$ 2,639.11	\$ 30,560.21	
Group IV - Floor and Carpet Care Products		UOM	Estimated Annual Quantity	Unit Price	Extended Price		Unit Price	Extended Price	Vendor Notes	Unit Price	Extended Price	Vendor Notes
82	Buffing Pads - 19 inch White Polishing, 5 per case	Case	8	\$ 18.01	\$ 144.08	PAD4019WHI	\$ 11.40	\$ 91.20		\$ 12.40	\$ 99.20	REN02067

Item #	Description			Empire Paper			Olmstead Kirk			Supplyworks		
83	Buffing Pads - 19 inc Green Scrubbing, 5 per case	Case	8	\$ 16.89	\$ 135.12	PAD4019GRE	\$ 11.40	\$ 91.20		\$ 12.40	\$ 99.20	REN02022
84	Buffing Pads - 19 inch Blue Scrubbing, 5 per case	Case	8	\$ 18.01	\$ 144.08	PAD4019BLU	\$ 11.40	\$ 91.20		\$ 12.40	\$ 99.20	REN02037
85	Buffing Pads - 19 inch, Red Buffing, 5 per case	Case	8	\$ 17.31	\$ 138.48	PAD4019RED	\$ 11.40	\$ 91.20		\$ 12.40	\$ 99.20	REN02047
86	Buffing Pads - 19 inch, High Performance Stripping, 5 per case	Case	4	\$ 25.40	\$ 101.60	PAD4019HIP	\$ 15.00	\$ 60.00		\$ 16.90	\$ 67.60	REN02008
87	Industrial Dust Mop Head - 36"X5" (12 per case)	Case	40	\$ 79.55	\$ 3,182.00	AMAE536	\$ 10.50	\$ 420.00		\$ 10.90	\$ 436.00	REN02273-IB
88	Wedge Dust Mop Head	Each	24	\$ 2.22	\$ 53.28	AMA303H	\$ 2.93	\$ 70.32		\$ 2.96	\$ 71.04	REN02283-IB
89	Mop Head - Pro Loop Web - Premium Saddleback, 24oz. Rayon, 12 per case	Case	4	\$ 47.73	\$ 190.92	AMAR60911	\$ -	\$ -	no bid	\$ 40.08	\$ 160.32	APP18014 (\$3.34 each)
90	Mop Head - pro Loop Web - Premium Saddleback, 24 oz. Cotton, 12 per case	Case	2	\$ 42.22	\$ 84.44	AMACT60911	\$ -	\$ -	no bid	\$ 42.60	\$ 85.20	APP18011 (\$3.55 each)
91	Mop Handles	Each	10	\$ 8.88	\$ 88.80	TOCC9	\$ -	\$ -	no bid	\$ 9.85	\$ 98.50	REN02604
92	Dust Mop Heads 18" with Handles	Each	15	\$ -	\$ -	no bid	\$ -	\$ -	no bid	\$ 9.95	\$ 149.25	REN02612-IB frame = \$2.02 REN02619 handle = \$7.93
93	Mop Buckets with Ringers	Each	10	\$ 53.00	\$ 530.00	6Y/2635-34	\$ 38.34	\$ 383.40		\$ 40.95	\$ 409.50	APP15500

Item #	Description	Empire Paper					Olmstead Kirk			Supplyworks		
94	Carpet Bonnets - White W/Scrub Strips 13".	Each	12	\$ -	\$ -	no bid	\$ -	\$ -	no bid	\$ -	\$ -	Special order item
95	Water Extraction Carpet Cleaner - high Ph, formulated for hot water extractors for carpet cleaning. 4-1 gallon containers per case (DG Bryan)	Case	4	\$ 36.08	\$ 144.32	SPA298004		\$ -	no bid	\$ -	\$ -	Alternate given
96	Dust Mop Treatment-Clear, bleached parafin waz based. Safe for wood, asphalt, linoleum, vinyl, ceramic, terrazo and rubber floors.	Case	4	\$ 55.39	\$ 221.56	CLACL875		\$ -	no bid	\$ 53.88	\$ 215.52	REN05023-AM
97	Carpet Spotter/Prespray for spin clean or extraction cleaner. Low foaming, neutral PH.4 -1gallon containers per case	Case	4	\$ 23.25	\$ 93.00	SPA303704		\$ -	no bid	\$ 47.80	\$ 191.20	REN07006-MS
98	Floor Spray Buff - High performance, Safe for resilient and non-resilient florr, incl.: vinyl, composition, asphalt, rubber, terrazo, brick & quarry tile. 4-1	Case	4	\$ 26.77	\$ 107.08	SPA444004		\$ -	no bid	\$ 33.40	\$ 133.60	REN02822-MS
99	Floor Stripper - High performance, no rinse stripper. Safe for resilient and non-resilient floors, incl.: vinyl, composition, asphalt, rubber, terrazo, brick & quarry tile. 4-1 gallon containers per case	Case	8	\$ 33.09	\$ 264.72	SPA008204		\$ -	no bid	\$ 49.68	\$ 397.44	REN02808-MS
100	Floor Cleaner - High performance, Safe for resilient and non-resilient floors, incl: vinyl, composition, asphalt, rubber, terrazo, brick & quarry tile. 4-1 gallon containers per case	Case	8	\$ 22.50	\$ 180.00	SPA301604		\$ -	no bid	\$ 27.60	\$ 220.80	REN02843-MS

Item #	Description	Empire Paper					Olmstead Kirk			Supplyworks		
101	Floor Wax - High performance, Safe for resilient and non-resilient floors, incl.: vinyl, composition, asphalt, rubber, terrazo, brick & quarry tile. 4-1 gallon containers per case.	Case	8	\$ 53.23	\$ 425.84	NCL051021	\$ -	\$ -	no bid	\$ 66.00	\$ 528.00	REN02910-MS
102	RENOWN® CARPET EXTRACTION CLEANER , 1 GALLON, 4 PER CASE	Case	4	\$ 22.91	\$ 91.64	SPA309604	\$ -	\$ -	no bid	\$ 40.48	\$ 161.92	REN07001-MS
103	RENOWN FLOOR SCRAPER REPLACEMENT BLADES 4IN., 10 PER PACK	Case	10		\$ -	no bid	\$ -	\$ -	no bid	\$ 3.61	\$ 36.10	REN03882
			Total Group IV	\$ 602.44	\$ 6,320.96		\$ 112.37	\$ 1,298.52		\$ 546.24	\$ 3,758.79	
	Group V-Misc. Products	UOM	Estimated Annual Quantity	Unit Price	Extended Price		Unit Price	Extended Price	Vendor Notes	Unit Price	Extended Price	Vendor Notes
104	Head to Toe Shampoo in 25 gallon containers	Each	1	\$ -	\$ -	no bid	\$ -	\$ -	no bid	\$ -	\$ -	Alternate given
105	Meter Mist Air Fresheners, 10oz, 12 cans per case	Case	10	\$ -	\$ -	no bid	\$ 23.87	\$ 238.70		\$ 56.40	\$ 564.00	
106	Deodorizing Urinal Screens with Scent Block, 12 per case	Case	22	\$ 14.06	\$ 309.32	AFX16404	\$ 12.21	\$ 268.62		\$ 16.02	\$ 352.44	
107	RENOWN WAVE 3D URINAL SCREEN, COTTON BLOSSOM, 10 PER BOX	Box	60	\$ -	\$ -	no bid	\$ 11.22	\$ 673.20		\$ 19.70	\$ 1,182.00	
108	42 Gallon Trash Bags 3Mil thick (Event Center) pls quote price for one dimension and color of your suggestion. Black or clear	Case	200	\$ -	\$ -	no bid	\$ 27.10	\$ 5,420.00		\$ -	\$ -	Alternate given
109	48 Gallon trash Bags 3 Mil thick 46 X 50 pls quote price for one dimension and color of your suggestion. Black or clear	Case	200	\$ -	\$ -	no bid	\$ 20.35	\$ 4,070.00		\$ -	\$ -	Alternate given

Item #	Description	Empire Paper					Olmstead Kirk			Supplyworks		
110	55 Gallon Trash Bags 3 Mil thick (Event Center) pls quote price for one dimension and color of your suggestion. Black or clear	Case	210	\$ -	\$ -	no bid	\$ 15.50	\$ 3,255.00		\$ -	\$ -	Alternate given
111	Can Liner 24" x 24" .30 mil thick, 1000 per case clear	Case	42	\$ 18.77	\$ 788.34	D4823RC	\$ 14.50	\$ 609.00		\$ 18.80	\$ 789.60	REN21005-CA
112	Can Liner 24'x33" .30 mil, 1000 per case Black 1000 /case INT-2433-R	Case	36	\$ 16.67	\$ 600.12	AFXTLS2432045P5K	\$ 19.70	\$ 709.20		\$ 25.60	\$ 921.60	REN21500-CA
113	Can Liner 33"x40" .6 mil thick, 250 per case Black INT-3340 REG	Case	36	\$ 18.31	\$ 659.16	AFXH6639HK	\$ 15.05	\$ 541.80		\$ 21.60	\$ 777.60	REN23306-CA (.7mil)
114	Can Liner 24"X24" .30 mil thick 1000 per case INT-2424-R	Case	36	\$ -	\$ -	no bid	\$ 16.25	\$ 585.00		\$ -	\$ -	Alternate given
115	RENOWN® CAN LINER 24 X 24 10GL 8MIC NATURAL 50/RL 20RL/CS	Case	20		\$ -	no bid	\$ 14.50	\$ 290.00		\$ 18.35	\$ 367.00	REN11005-CA
116	RENOWN® CAN LINER 33X40 33GL 16 MIC NATURAL 25/RL 10RL/CS	Case	10		\$ -	no bid	\$ -	\$ -	no bid	\$ 19.91	\$ 199.10	REN13315-CA
117	RENOWN® CAN LINER 43X48 56GL 16 MIC NATURAL 25/RL 8RL/CS	Case	8		\$ -	no bid	\$ -	\$ -	no bid	\$ 27.52	\$ 220.16	REN15602-CA
118	RENOWN® CAN LINER 43X47 56GL 1.7MIL BLACK 10/RL 10RL/CS	Case	10	\$ -	\$ -	no bid	\$ -	\$ -	no bid	\$ 33.23	\$ 332.30	REN25621-CA
119	Trash Liners 38" X 63 "- 2.7 mil color black	Case	10	\$ -	\$ -	no bid	\$ -	\$ -	no bid	\$ -	\$ -	Omit per Addendum 1
120	Trash Liners 3' x 4' - 2.0 mil color black	Case	10	\$ -	\$ -	no bid	\$ -	\$ -	no bid	\$ -	\$ -	Omit per Addendum 1
121	Trash Liners 50 gallon any 3Mil color, pls quote price for one dimension of your suggestion.	Case	10	\$ -	\$ -	no bid	\$ -	\$ -	no bid	\$ -	\$ -	Omit per Addendum 1
122	Original Regular Tampax Tampons Invidually wrapped vending tubes, white 500 per case	Case	2	\$ 55.62	\$ 111.24	HOST500	\$ -	\$ -	no bid	\$ 73.80	\$ 147.60	HOST500
123	GARDS Maxi Pads, Sanitary Napkins for Vending, Number 4 Box -Folded	Box	5	\$ 28.85	\$ 144.25	HOS147A	\$ -	\$ -	no bid	\$ 36.20	\$ 181.00	HOS4-147

Item #	Description			Empire Paper			Olmstead Kirk			Supplyworks		
124	RENOWN DISPOSABLE POWDER-FREE GENERAL PURPOSE VINYL GOVES, MEDIUM, 4MIL, 100 PER PACK, 10 BOXES PER CASE	Case	1		\$ -	no bid	\$ -	\$ -	no bid	\$ 29.00	\$ 29.00	REN05230
125	RENOWN AMBIDEXTROUS NITRIGE GLOVES, MEDIUM, BLUE, 100 GLOVES PER BOX, 10 BOXES PER CASE	Case	1		\$ -	no bid	\$ -	\$ -	no bid	\$ 63.00	\$ 63.00	REN05235
126	RENOWN® HALF-FOLD TOILET SEAT COVERS, 250 SHEETS PER PACK, 20 PACKS PER CASE	Case	20	\$ -	\$ -	no bid	\$ -	\$ -	no bid	\$ 24.19	\$ 483.80	REN03800
127	HOSPECO® WAX PAPER LINERS FOR SANITARY NAPKIN RECEPTACLES, BAGS, BROWN, 9X10X3-1/4 IN., 250 PER CASE	Case	250	\$ 18.35	\$ 4,587.50	HOSS6141	\$ 27.15	\$ 6,787.50		\$ 10.91	\$ 2,727.50	HOSHS-6141
128	APPEAL TRIGGER SPRAYER, GENERAL PURPOSE, RED/WHITE, 9.875 IN., 200 PER CASE	Case	1	\$ 73.53	\$ 73.53	IMP6900	\$ -	\$ -	no bid	\$ 0.51	\$ 0.51	APP18126
129	25 gallon case trash liners natural/clear 30 X 37- 8mic 500 bags per case, low density	Case	60	\$ -	\$ -	no bid	\$ -	\$ -	no bid	\$ 16.57	\$ 994.20	REN12511-CA
130	56 gallon case trash liners natural/clear 43X48 - 14 mic 200 bags per case, low density	Case	107	\$ -	\$ -	no bid	\$ -	\$ -	no bid	\$ 20.88	\$ 2,234.16	REN15601-CA
131	60 gallon black trash liner 38 X 58- 2mil thick -100 bags per case	Case	25	\$ -	\$ -	no bid	\$ -	\$ -	no bid	\$ 30.86	\$ 771.50	REN66021-CA
			Total Group V	\$ 244.16	\$ 7,273.46		\$ 217.40	\$ 23,448.02		\$ 563.05	\$ 13,338.07	

Item #	Description	Empire Paper	Olmstead Kirk	Supplyworks
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ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS SHEET. HOWEVER, THE LISTING OF A BIDDER ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH A BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BIDS AS RESPONSIVE. THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS, CITY OF ALLEN PURCHASING GUIDELINES AND PROJECT DOCUMENTS. INCLUDING BUT NOT LIMITED TO THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

BID ENDORSEMENT

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

SUBMITTED BY:

Interline Brands, Inc.
d/b/a SupplyWorks

(OFFICIAL Firm Name)

By:

(Original Signature) Must be signed to be considered responsive

RAN GARVER

(Typed or Printed Name)

Merchandising Compliance Manager

(Title)

(Date)

8/17/16

Remittance

Address:

SUPPLYWORKS

P.O. Box 848392 Dallas TX 75284

(Zip Code)

Phone #: ()

N/A

Fax #: ()

N/A

E-Mail Address:

N/A

If an addendum is issued for this bid, please acknowledge receipt.

ADDENDUMS/AMENDMENTS:

- 1) _____ date acknowledged
- 2) _____ date acknowledged
- 3) _____ date acknowledged

**SECTION III
SPECIFICATIONS
SOLICITATION #2016-7-175
JANITORIAL SUPPLIES**

SCOPE

The purpose of this bid is to establish an annual contract for cleaning and janitorial supplies to be used by various City departments. This Contract, if awarded, shall be performed on an as needed basis with an estimated annual expenditure of \$100,000.

DURATION OF AGREEMENT

The contract period shall commence upon execution of the contract and continue for a period of one year. The City reserves the right to extend the contract period for four (4) additional one year periods, with said options to be exercised solely at the City's discretion.

Notice of renewal will be given to the Contractor in writing by the City of Allen, normally within 30 days prior to the expiration date of the current contract.

The City reserves the right to terminate a contract by giving thirty (30) days' notice, in writing, of the intention to terminate if at any time the contractor fails to abide by or fulfill any of the terms and conditions of the contract.

QUANTITIES

The quantities specified are estimates only. They may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the Contract period.

The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustment in the bid price.

BID PRICES

The vendor shall agree to furnish the materials in accordance with the specifications at the prices stated. Vendor shall provide pricing on the items that are found on Section IV, Bid Form & Pricing page; "equivalent" substitutions will be accepted. Vendor shall provide descriptive literature on any items deemed as "equivalent". It is in the City of Allen's sole discretion to determine if the items meet the City's needs.

All deliveries shall include all overhead costs, fuel surcharges, administrative costs, mileage, and travel time. No additional cost will be allowed under this contract.

There will be no minimum order requirements to qualify for free delivery.

PRICE DECLINE

Should there be a decline in the market price of the commodities provided during this agreement, then the City shall have the benefit of such decline.

DELIVERY

Time is of the essence. Should the vendor fail to deliver and respond to proper item(s) at the time and place(s) specified, or within a reasonable period of time thereafter as determined by the City, or should the vendor fail to make a timely replacement of rejected items when so requested, the City may purchase items of comparable quality in the open market to replace items.

Delivery for all orders are usually placed monthly on an *as needed* basis. City may order at any time as needed during the course of the contract term.

If delay is foreseen, the vendor shall give immediate written notice to the City of Allen. The vendor must keep the City advised at all times on order status. Any janitorial supplies delivered to the City of Allen NOT

AS ORDERED shall be returned to the successful vendor at no cost to the City of Allen. City will not pay for restocking charges.

Any claim for loss or damage items shall be between the vendor and the carriers and will not be a financial responsibility for the City of Allen.

Due to item replacement and unavailability, the City did not include part numbers for items listed on on this bid. Please add manufacture part numbers when submitting your bid response on the electronic excel spreadsheet file labeled "Electronic Bid Form and Pricing Submittal Form".

SUBSTITUTIONS

At no time will substitutions, additions or cancellations of items be permitted without written approval by the Purchasing Division.

MATERIALS

The items furnished shall be the latest product in production to commercial trade, and shall be of the highest quality as to materials used. The materials are to be Environmental Protection Agency (EPA) and OSHA approved for their intended use.

HAZARDOUS COMMUNICATION ACT

Vendors are advised that the City of Allen requires proper labeling and Material Safety Data Sheets (MSDS) on all products covered by the Hazardous Communication Act 29CFR 1910.1200. It is the vendor's responsibility to determine which products are covered by the act and to provide MSDS with the initial shipment. It is also the vendor's responsibility to provide any updates or revisions of MSDS, as they may become available for any products sold and delivered to the City of Allen.

CONDITION OF ITEMS AND WORKMANSHIP

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein.

All work under this contract shall be performed in a skillful and workmanlike manner. The vendor and its employees shall be professional and courteous at all times.

BILLING AND PAYMENT REQUIREMENTS

City of Allen is NET 30 from date of invoice. Please send original hard paper copy of invoice to 305 Century Parkway, Allen, TX 75013 Attention to Finance Department. Vendor may also send invoices via electronic email to accountspayable@cityofallen.org.

An itemized bill for services shall be provided by the vendor corresponding to the prices shown on the price bid quote form. No payment will be made in advance for any services.

All invoices must include the **City of Allen purchase order number**, Department name, location, City Employee requesting service and complete breakdown of charges as specified on the bid quote.

Please answer the questions below:

1. Can your company provide the delivery of items the next day if ordered before noon (12:00 PM Monday through Sunday) without additional delivery expenses? Y or N

2. For the City's existing dispenser systems, if your recommended brand will not work, will your company provide new dispensing systems at no cost? Y or N

3. Does your company provide a website for online ordering which include reports/lists of most frequently purchased items and ease of search for new or similar products? Yes

#2016-7-175 Janitorial Supplies

Electronic Bid Form and Pricing Submittal Form

This form is required and must be submitted with your bid response.

Please complete this form (fill in unit price electronically) and upload with bid required documents as instructed on this solicitation

Item #	Description					
Group 1 Tissue and Towels		UOM	Estimated Annual Quantity	Unit Price	Extended Price	Vendor Notes
1	Bath Tissue- 500 2 ply sheets per roll, 4 1/2" size rolls. "Facial Grade Only" 96 rolls/ case	Case	206	\$ 36.50	\$ 7,519.00	GPT16560 (400 sheets per roll)
2	Hand Towels- Multi Fold 9.125" x 9.5" size, bleached 4000 towels per case	Case	280	\$ 23.50	\$ 6,580.00	REN06149-WB
3	Hand Towels - Single Fold 9.5' x 10.62" size, bleached towels per case	Case	9	\$ 29.30	\$ 263.70	KCC01700
4	Utility Wipes - Medium Duty 9-7/8" x 10" size 1875 towels per case	Case	58	\$ -	\$ -	Alternate given
5	Shop Towels - blue heavy Duty 960 towels per case	Case	48	\$ 51.48	\$ 2,471.04	KCC05740 (900 per case)
6	Center Pull, 2 ply towel 6 rolls per case	Case	97	\$ 31.40	\$ 3,045.80	REN06115-WB
7	White Kitchen roll towels	Case	10	\$ 23.80	\$ 238.00	REN06001-WB
8	Microfiber Green Cloth (5 per package)	Package	10	\$ 4.10	\$ 41.00	APP18203 (\$.82 each = \$4.10 per 5)
9	Microfiber Red Cloth (5 per package)	Package	10	\$ 4.10	\$ 41.00	APP18202 (\$.82 each = \$4.10 per 5)
10	Microfiber Yello Cloth (5 per package)	Package	10	\$ 4.10	\$ 41.00	APP18200 (\$.82 each = \$4.10 per 5)
11	KLEENEX® HARD ROLL TOWELS, WHITE, 1-PLY, 8 IN. X 600 FT., 6 ROLLS PER CASE	Case	6	\$ 40.82	\$ 244.92	KCC50606
12	SCOTT® CORELESS BATH TISSUE, 2-PLY, 1,000 SHEETS PER ROLL, 36 ROLLS PER CASE	Case	36	\$ 45.44	\$ 1,635.84	KCC04007
13	SCOTT® CORELESS JRT JR. 2-PLY BATHROOM TISSUE, WHITE, 3.78 IN. X 1,150 FT., 12 ROLLS PER CASE	Case	12	\$ 39.60	\$ 475.20	KCC07006
14	RENOWN® HALF-FOLD TOILET SEAT COVERS, 250 SHEETS PER PACK, 20 PACKS PER CASE	Case	20	\$ 24.19	\$ 483.80	REN03800
15	HOSPECO® WAX PAPER LINERS FOR SANITARY NAPKIN RECEPTACLES, BAGS, BROWN, 9X10X3-1/4 IN., 250 PER CASE	Case	250	\$ 10.91	\$ 2,727.50	HOSHS-6141
			Total Group I	\$ 369.24	\$ 25,807.80	

Group II - Styrofoam Cups		UOM	Estimated Annual Quantity	Unit Price	Extended Price	Vendor Notes
16	Styrofoam Cups 8 oz	Case	56	\$ 21.81	\$ 1,221.36	REN09007
17	Styrofoam Cups 10 oz	Case	53	\$ 25.98	\$ 1,376.94	REN09009
18	Styrofoam Cups 12 oz	Case	58	\$ 31.82	\$ 1,845.56	REN09006
19	Styrofoam Cups 20 oz	Case	54	\$ 30.86	\$ 1,666.44	REN09010
			Total Group II	\$ 110.47	\$ 6,110.30	
Group III - Soaps, Cleaners and Air Neutralizers and Fresheners		UOM	Estimated Annual Quantity	Unit Price	Extended Price	Vendor Notes
20	Pink Liquid Hand Washing Soap	Case	24	\$ 20.74	\$ 497.76	REN02502
21	White Liquid Hand Washing Soap	Case	24	\$ 19.36	\$ 464.64	REN02503
22	Hand Sanitizer Gojo 5192-03 or equivalent (2 per case)	Case	10	\$ 75.21	\$ 752.11	GOJ5192-03
23	GOJO Foam Soap 5361 (2 per case)	Case	50	\$ 45.84	\$ 2,292.00	GOJ5361-02
24	Purell Foam Soap 5392 (2 per Case)	Case	50	\$ 65.86	\$ 3,293.00	GOJ5392-02
25	Rubbermaid 1600 ML liquid hand soap refill 750386 (4 per case)	Case	25	\$ 73.98	\$ 1,849.50	TCC750386
26	Lemon Scented Disinfecting Cleaner Liquid 4 gallons per case	Case	24	\$ 22.88	\$ 549.12	REN02903-MS
27	Glass Cleaner w/ammonia 4 one gallon containers per case Windex or equivalent	Case	20	\$ 18.60	\$ 372.00	REN02804-MS
28	Spray Disinfectant Room Deodorizer 16.5 oz 12 cans per case Lysol or equivalent	Case	24	\$ 43.56	\$ 1,045.44	REN05013-AM
29	Floor Wax Striper 4 gallons per case Johnson Wax or equivalent	Case	5	\$ 49.68	\$ 248.40	REN02808-MS
30	Glass Cleaner Aerosol 19 oz cans. 12 cans per case Sprayway brand	Case	25	\$ -	\$ -	Alternate given
31	409 All Purpose or equivalent. 1.4 gallon bottles. 12 per case	Case	2	\$ 31.56	\$ 63.12	SPA3190-12
32	Tub & Tile Cleaner Tilex or equivalent	Case	18	\$ 21.00	\$ 378.00	REN02815-MS
33	Lysol Spray Disinfectant	Case	24	\$ 85.90	\$ 2,061.60	REC04650

34	Finish Powerball or equivalent 105 ct. 60 in a box	Case	60	\$ -	\$ -	Alternate given
35	Lemon Disinfectant. Pro-force or equivalent 1 gallon	Gallon	30	\$ 22.88	\$ 686.40	REN02903-MS
36	Tile & Grout Cleaner, Foaming type, 12 quarts per case	Case	4	\$ 35.40	\$ 141.60	SPA3200-12
37	Lemon Pledge Furniture Polish 13.8 OZ Aerosol	Case	3	\$ 38.16	\$ 114.48	JWP95763074
38	Aerosol Citrus Cleaner 19 oz cans, 12 cans per case	Case	2	\$ 26.40	\$ 52.80	REN05007-AM
39	Tile Grout Sealer, Mapies Brand or equivalent, one gallon containers	Gallons	12	\$ 112.12	\$ 1,345.44	SPA4089-04
40	Industrial Purpose liquid cleaner, 4 gallons per case, Simple Green or equivalent	Case	12	\$ 39.80	\$ 477.60	SPA3501-04
41	Powdered Cleaner w/Bleach. 24-21 oz container per case. Ajax or equivalent	Case	14	\$ 30.96	\$ 433.44	CGP14278
42	Pumice Stick. Clean porcelain, ceramic tile, concrete, masonry and iron. 6"X3/4" x 1-1/4" stick. 12 sticks per case	Case	2	\$ 29.40	\$ 58.80	PUMJAN-12
43	Stainless Steel cleaner & polish - Resist fingerprints and water marks. 6-17oz cans per case	Case	6	\$ 43.20	\$ 259.20	REN05005-AM (15oz.)
44	Furniture Polish - Dusts, shines and cleans; wood furniture, cabinets, vinyl and leather. 12-12.5 oz spary can per case.	Case	6	\$ 34.56	\$ 207.36	APP12733 (17oz.)
45	Gum Remover - Remove gum from carpeting, tables, charis and floors. 12-6 oz spray cans per case	Case	4	\$ 27.96	\$ 111.84	REN05012-AM
46	RENOWN® GUM REMOVER II AEROSOL 6 OZ 12 PER CASE	Case	12	\$ 27.96	\$ 335.52	REN05012-AM
47	Fabric Freshner & Odor Eliminator. Safe for all fabrics. 6-33.8oz containers per case. Febreeze or equivalent	Case	6	\$ -	\$ -	
48	Scrub Sponge 6' x 3 1/2" 20 per case	Case	4	\$ 14.20	\$ 56.80	REN02118
49	Green Scrub Pads, 24 per case, scotch brite or equivalent	Case	8	\$ 4.40	\$ 35.20	REN02114 (20/cs.)
50	Bleach 1 gallon container, 4 per case Clorox or equivalent	Case	20	\$ 13.02	\$ 260.40	KIK11008635042
51	Graffiti Remover Spray, 12 per case	Case	6	\$ 52.20	\$ 313.20	REN05081-AM
52	Motsenbockers Lift Off 3 (12 Per case)	Case	3	\$ 89.04	\$ 267.12	#292288

53	Bowl Cleaner, Non-Acid, 12 quarts per case. Vanish or equivalent	Case	4	\$ 19.68	\$ 78.72	REN02836-MS
54	RENOWN® NON-ACID BOWL CLEANER, 1 QUART, 12 PER CASE	Case	12	\$ 19.68	\$ 236.16	REN02836-MS
55	RENOWN® STAINLESS STEEL CLEANER OIL BASED AEROSOL 15 OZ 12 PER CASE	Case	12	\$ 43.20	\$ 518.40	REN05005-AM
56	RENOWN® NON-AMMONIA GLASS CLEANER, 1 QUART, 12 PER CASE	Case 12	12	\$ 21.36	\$ 256.32	REN02812-MS
57	Liquid Laundry Detergent. 1 gallon container. 4 per case Era or equivalent	Case	12	\$ 55.20	\$ 662.40	REN05631-US
58	CLOTHESLINE FRESH™ LAUNDRY DETERGENT, 5-GALLON PAIL	Gallon	2	\$ 65.14	\$ 130.28	SPA7003-05
59	Foaming Handsoap refill 1200ml, like Prime Source Foaming Soap refills or equivalent	Case	30	\$ 43.14	\$ 1,294.20	REN02543
60	RENOWN® ULTRA-MILD FOAM HAND SOAP, TOUCH-FREE, 1,200ML	Case	2	\$ 43.14	\$ 86.28	REN02543
61	RENOWN® DISINFECTANT DEODORANT II, AEROSOL, 12 PER CASE	Case	12	\$ 43.56	\$ 522.72	REN05013-AM
62	RENOWN® AIR NEUTRALIZER REFILL, VANILLA BEAN	Case	12	\$ 56.40	\$ 676.80	REN3540-CT
63	RENOWN SUREBLEND ENZYME ENRICHED FLOOR CLEANER AND DEODORIZER 80 OZ 2 PER CASE (for autodilute system enzyme based)	Case	2	\$ 34.50	\$ 69.00	REN07140-SB
64	RENOWN® 3000 AIR NEUTRALIZER REFILL SPRING VALLEY 2 OZ.	Case	12	\$ 56.40	\$ 676.80	REN03507-CT
65	RENOWN® ODOR ABSORBENT AND EATER, 16 OZ.	Case	6	\$ 35.10	\$ 210.60	REN03020-BD/REN03020-FR
66	RENOWN® ANTIBACTERIAL FOAM HAND SOAP, TOUCH-FREE, 1,200ML, 2 PER CASE	Case	12	\$ 46.22	\$ 554.64	REN02544
67	Meter Mist Air Fresheners, 10oz, 12 cans per case	Case	10	\$ 56.40	\$ 564.00	Various item numbers
68	SD-20 Multi- purpose Degreaser Aerosol	Each	12	\$ 35.64	\$ 427.68	SPA6520
69	RENOWN BLOODBORNE PATHOGEN CLEANUP KIT	CASE	1	\$ 16.53	\$ 16.53	REN05128
70	RENOWN 12 INCH LONG HANDLE GUM SCRAPER	Each	5	\$ 10.25	\$ 51.25	REN03883-IB
71	RENOWN POWERED BY BUCHERS SUNDANCE NEUTRAL FLOOR CLEANER GALLON, FLOOR SCRUBBER MACHINE SOLUTION	Gallon	4	\$ 43.08	\$ 172.32	REN02874

72	Swiffer Duster w/handle 10 per case	Case	5	\$ 48.88	\$ 244.40	PGC40509 (9 per case)
73	Swiffer duster refills 40 in case	Case	5	\$ 73.50	\$ 367.50	PGC471767 (60 per case)
74	Swiffer sweeper mop refills 40 in case	Case	5	\$ 57.00	\$ 285.00	PGC35154 (144 per case)
75	Swiffer sweeper mop 10 per case	Case	5	\$ 153.50	\$ 767.50	PGC09060
76	T-Cell Dispenser (10 per case)	Case	4	\$ 101.10	\$ 404.40	REN03575-CT (\$10.11 each)
77	T-Cell Natures Blossom Freshner 3581 (6 per case)	Case	4	\$ 60.66	\$ 242.64	REN03581-CT
78	T-Cell Mango Freshner 3583 (6 per case)	Case	10	\$ 60.66	\$ 606.60	REN03583-CT
79	T-Cell melon cucumber freshner (6 per case)	Case	15	\$ 60.66	\$ 909.90	REN03582-CT
80	Mr. Clean Magic Eraser (25 per case)	Case	4	\$ 31.14	\$ 124.56	PGC82027 (24 per case)
81	ASAP ALL-PURPOSE CLEANER RTU	Case	12	\$ 31.56	\$ 378.72	SPA3190-12
			Total Group III	\$ 2,639.11	\$ 30,560.21	
Group IV - Floor and Carpet Care Products		UOM	Estimated Annual Quantity	Unit Price	Extended Price	Vendor Notes
82	Buffing Pads - 19 inch White Polishing, 5 per case	Case	8	\$ 12.40	\$ 99.20	REN02067
83	Buffing Pads - 19 inc Green Scrubbing, 5 per case	Case	8	\$ 12.40	\$ 99.20	REN02022
84	Buffing Pads - 19 inch Blue Scrubbing, 5 per case	Case	8	\$ 12.40	\$ 99.20	REN02037
85	Buffing Pads - 19 inch, Red Buffing, 5 per case	Case	8	\$ 12.40	\$ 99.20	REN02047
86	Buffing Pads - 19 inch, High Performance Stripping, 5 per case	Case	4	\$ 16.90	\$ 67.60	REN02008
87	Industrial Dust Mop Head - 36"X5" (12 per case)	Case	40	\$ 10.90	\$ 436.00	REN02273-IB
88	Wedge Dust Mop Head	Each	24	\$ 2.96	\$ 71.04	REN02283-IB
89	Mop Head - Pro Loop Web - Premium Saddleback, 24oz. Rayon, 12 per case	Case	4	\$ 40.08	\$ 160.32	APP18014 (\$3.34 each)

90	Mop Head - pro Loop Web - Premium Saddleback, 24 oz. Cotton, 12 per case	Case	2	\$ 42.60	\$ 85.20	APP18011 (\$3.55 each)
91	Mop Handles	Each	10	\$ 9.85	\$ 98.50	REN02604
92	Dust Mop Heads 18" with Handles	Each	15	\$ 9.95	\$ 149.25	REN02612-18 frame = \$2.02 REN02619 handle = \$7.93
93	Mop Buckets with Ringers	Each	10	\$ 40.95	\$ 409.50	APP15500
94	Carpet Bonnets - White W/Scrub Strips 13".	Each	12	\$ -	\$ -	Special order item
95	Water Extraction Carpet Cleaner - high Ph, formulated for hot water extractors for carpet cleaning. 4-1 gallon containers per case (DG Bryan)	Case	4	\$ -	\$ -	Alternate given
96	Dust Mop Treatment-Clear, bleached parafin waz based. Safe for wood, asphalt, linoleum, vinyl, ceramic, terrazo and rubber floors.	Case	4	\$ 53.88	\$ 215.52	REN05023-AM
97	Carpet Spotter/Prespray for spin clean or extraction cleaner. Low foaming, neutral PH.4 -1gallon containers per case	Case	4	\$ 47.80	\$ 191.20	REN07006-MS
98	Floor Spray Buff - High performance, Safe for resilient and non-resilient floors, incl.: vinyl, composition, asphalt, rubber, terrazo, brick & quarry tile. 4-1	Case	4	\$ 33.40	\$ 133.60	REN02822-MS
99	Floor Stripper - High performance, no rinse stripper. Safe for resilient and non-resilient floors, incl.: vinyl, composition, asphalt, rubber, terrazo, brick & quarry tile. 4-1 gallon containers per case	Case	8	\$ 49.68	\$ 397.44	REN02808-MS
100	Floor Cleaner - High performance, Safe for resilient and non-resilient floors, incl: vinyl, composition, asphalt, rubber, terrazo, brick & quarry tile. 4-1 gallon containers per case	Case	8	\$ 27.60	\$ 220.80	REN02843-MS
101	Floor Wax - High performance, Safe for resilient and non-reilient floors, incl.: vinyl, composition, asphalt, rubber, terrazo, brick & quarry tile. 4-1 gallon containers per case.	Case	8	\$ 66.00	\$ 528.00	REN02910-MS
102	RENOWN® CARPET EXTRACTION CLEANER , 1 GALLON, 4 PER CASE	Case	4	\$ 40.48	\$ 161.92	REN07001-MS
103	RENOWN FLOOR SCRAPER REPLACEMENT BLADES 4IN., 10 PER PACK	Case	10	\$ 3.61	\$ 36.10	REN03882
			Total Group IV	\$ 546.24	\$ 3,758.79	
	Group V-Misc. Products	UOM	Estimated Annual Quantity	Unit Price	Extended Price	Vendor Notes

104	Head to Toe Shampoo in 25 gallon containers	Each	1	\$ -	\$ -	No bid
105	Meter Mist Air Fresheners, 10oz, 12 cans per case	Case	10	\$ 56.40	\$ 564.00	
106	Deodorizing Urinal Screens with Scent Block, 12 per case	Case	22	\$ 16.02	\$ 352.44	
107	RENOWN WAVE 3D URINAL SCREEN, COTTON BLOSSOM, 10 PER BOX	Box	60	\$ 19.70	\$ 1,182.00	
108	42 Gallon Trash Bags 3Mil thick (Event Center) pls quote price for one dimension and color of your suggestion. Black or clear	Case	200	\$ -	\$ -	Alternate given
109	48 Gallon trash Bags 3 Mil thick 46 X 50 pls quote price for one dimension and color of your suggestion. Black or clear	Case	200	\$ -	\$ -	Alternate given
110	55 Gallon Trash Bags 3 Mil thick (Event Center) pls quote price for one dimension and color of your suggestion. Black or clear	Case	210	\$ -	\$ -	Alternate given
111	Can Liner 24" x 24" .30 mil thick, 1000 per case clear	Case	42	\$ 18.80	\$ 789.60	REN21005-CA
112	Can Liner 24"x33" .30 mil, 1000 per case Black 1000 /case INT-2433 R	Case	36	\$ 25.60	\$ 921.60	REN21500-CA
113	Can Liner 33"x40" .6 mil thick, 250 per case Black INT-3340 REG	Case	36	\$ 21.60	\$ 777.60	REN23306-CA (.7mil)
114	Can Liner 24"x24" .30 mil thick 1000 per case INT-2424-R	Case	36	\$ -	\$ -	Alternate given
115	RENOWN® CAN LINER 24 X 24 10GL 8MIC NATURAL 50/RL 20RL/CS	Case	20	\$ 18.35	\$ 367.00	REN11005-CA
116	RENOWN® CAN LINER 33X40 33GL 16 MIC NATURAL 25/RL 10RL/CS	Case	10	\$ 19.91	\$ 199.10	REN13315-CA
117	RENOWN® CAN LINER 43X48 56GL 16 MIC NATURAL 25/RL 8RL/CS	Case	8	\$ 27.52	\$ 220.16	REN15602-CA
118	RENOWN® CAN LINER 43X47 56GL 1.7MIL BLACK 10/RL 10RL/CS	Case	10	\$ 33.23	\$ 332.30	REN25621-CA
119	Trash Liners 38" X 63 "- 2.7 mil color black	Case	10	\$ -	\$ -	Omit per Addendum 1
120	Trash Liners 3' x 4' - 2.0 mil color black	Case	10	\$ -	\$ -	Omit per Addendum 1
121	Trash Liners 50 gallon any 3Mil color, pls quote price for one dimension of your suggestion.	Case	10	\$ -	\$ -	Omit per Addendum 1
122	Original Regular Tampax Tampons Individually wrapped vending tubes, white 500 per case	Case	2	\$ 73.80	\$ 147.60	HOST500

123	GARDS Maxi Pads, Sanitary Napkins for Vending, Number 4 Box -Folded	Box	5	\$ 36.20	\$ 181.00	HOS4-147
124	RENOWN DISPOSABLE POWDER-FREE GENERAL PURPOSE VINYL GLOVES, MEDIUM, 4MIL, 100 PER PACK, 10 BOXES PER CASE	Case	1	\$ 29.00	\$ 29.00	REN05230
125	RENOWN AMBIDEXTROUS NITRILE GLOVES, MEDIUM, BLUE, 100 GLOVES PER BOX, 10 BOXES PER CASE	Case	1	\$ 63.00	\$ 63.00	REN05235
126	RENOWN® HALF-FOLD TOILET SEAT COVERS, 250 SHEETS PER PACK, 20 PACKS PER CASE	Case	20	\$ 24.19	\$ 483.80	REN03800
127	HOSPECO® WAX PAPER LINERS FOR SANITARY NAPKIN RECEPTACLES, BAGS, BROWN, 9X10X3-1/4 IN., 250 PER CASE	Case	250	\$ 10.91	\$ 2,727.50	HOSHS-6141
128	APPEAL TRIGGER SPRAYER, GENERAL PURPOSE, RED/WHITE, 9.875 IN., 200 PER CASE	Case	1	\$ 0.51	\$ 0.51	APP18126
129	25 gallon case trash liners natural/clear 30 X 37- 8mic 500 bags per case, low density	Case	60	\$ 16.57	\$ 994.20	REN12511-CA
130	56 gallon case trash liners natural/clear 43X48 - 14 mic 200 bags per case, low density	Case	107	\$ 20.88	\$ 2,234.16	REN15601-CA
131	60 gallon black trash liner 38 X 58- 2mil thick -100 bags per case	Case	25	\$ 30.86	\$ 771.50	REN66021-CA
			Total Group V	\$ 563.05	\$ 13,338.07	

Grand Total Groups I thru V:

\$ 4,228.11	\$ 79,575.17
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Grand Total Groups I thru V: \$ _____

Total for Group I	\$ 25,807.80
Total for Group II	\$ 6,110.30
Total for Group III	\$ 30,560.21
Total for Group IV	\$ 3,758.79
Total for Group V	\$ 13,338.07

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

October 25, 2016

SUBJECT:

Authorize the City Manager to Execute a Service Agreement with Motorola Solutions for Hardware and Software Maintenance of the P-25 Trunked Radio System Utilized by Public Safety in the Amount of \$203,668.

STAFF RESOURCE:

Kevin Cameron, Interim Director of Information Technology

PREVIOUS COUNCIL ACTION:

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

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

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

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

On September 22, 2015, City Council Approved the Contract for Hardware and Software Maintenance of the P-25 Trunked Radio System Utilized by Public Safety.

ACTION PROPOSED:

Authorize the City Manager to Execute a Service Agreement with Motorola Solutions for Hardware and Software Maintenance of the P-25 Trunked Radio System Utilized by Public Safety in the Amount of \$203,668.

BACKGROUND

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

In 2008, the City of Frisco notified the cities of Plano and Allen that it would be opting out of the shared radio system prior to it being upgraded. The cities of Plano and Allen worked with a consultant to develop a public safety radio system replacement plan. Additionally, the City of Allen put forth a bond package that was approved by the voters to fund the necessary upgrades to the public safety radio system.

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

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

BUDGETARY IMPACT

The City of Allen's portion of the service agreement is \$203,668 and is included in the Information Technology departmental budget for Fiscal Year 2017.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute a Service Agreement with Motorola Solutions for hardware and software maintenance of the P-25 Trunked Radio System Utilized by Public Safety in the amount of \$203,668.

MOTION

I make a motion to authorize the City Manager to execute a Service Agreement with Motorola Solutions for hardware and software maintenance of the P-25 Trunked Radio System Utilized by Public Safety in the amount of \$203,668.

ATTACHMENTS:

Motorola Solutions Services Agreement

**MOTOROLA SOLUTIONS****SERVICES AGREEMENT**

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

Contract Number: S00001002191
 Contract Modifier: RN12-OCT-16 15:18:21

Date: 10/19/2016

Company Name: Allen, City Of
 Attn: FINANCE DEPARTMENT
 Billing Address: 305 Century Pkwy
 City, State, Zip: Allen, TX, 75013
 Customer Contact: Johnny Thomason
 Phone: (214) 509-4202

Required P.O.: No
 Customer #: 1011941889
 Bill to Tag #: 0011
 Contract Start Date: 10/01/2016
 Contract End Date: 09/30/2017
 Anniversary Day: Sep 30th
 Payment Cycle: ANNUAL
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
78	SVC01SVC1220C SVC116AG	ASTRO SFS LITE SERVICE AGREEMENT APX6000	\$328.25	\$3,939.00
1	SVC02SVC0125A	NICE SILVER PACKAGE SITE(S)	\$3,220.00	\$38,640.00
1	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES NETWORK(S)	\$4,550.00	\$54,600.00
1	SVC04SVC0169A SVC029AG	SYSTEM UPGRADE AGREEMENT II ASTRO 25 MASTER SITE OR ZONE	\$8,874.05	\$106,488.60
2	SVC031AG	RF/SIMULCAST SITES		
6	SVC033AG	SMA CONSOLE OPS		
1	SVC034AG	SMA NICE LOGGERS		
1	SVC035AG	SMA MOSCAD NFM RTU		
12	SVC053AG	TRUNKING RF STATIONS		
1	SVC054AG	ARCHIVING INTERFACE SERVER		
1	SVC057AG	MOSCAD NFM SERVER		
1	SVC065AG	ZONE FEATURE - CNI OR CEN		
711	SVC076AG	HARDWARE REFRESH		
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Subtotal - Recurring Services	\$16,972.30
			Subtotal - One-Time Event Services	\$.00
			Total	\$16,972.30
			Taxes	-
				\$203,667.60
				\$.00
				\$203,667.60
				-

	Grand Total	\$16,972.30	\$203,667.60
	THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.		
	Subcontractor(s)	City	State
	MOTOROLA RADIO SUPPORT CENTER	ELGIN	IL
	RADIO SUPPORT CENTER	ELGIN	IL
	MOTOROLA NIO SSA TEAM	SCHAUMBURG	IL
	MSI- T6 SUA UPGRADE OPERATIONS (CB706)	AUSTIN	TX
	NICE SYSTEMS INC	RESTON	VA

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

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
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CUSTOMER (PRINT NAME) 	Customer Support Manager	10/19/2016
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MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
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Trevlyn Pitner	817.470.1155	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name: Allen, City Of
 Contract Number: S00001002191
 Contract Modifier: RN12-OCT-16 15:18:21
 Contract Start Date: 10/01/2016
 Contract End Date: 09/30/2017

Service Terms and Conditions

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

Section 1. APPLICABILITY

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

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance 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 Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

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

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

Section 3. ACCEPTANCE

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

Section 4. SCOPE OF SERVICES

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

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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

Section 6. TIME AND PLACE OF SERVICE

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

Section 7. CUSTOMER CONTACT

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

Section 8. PAYMENT

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

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

in which the Services are performed.

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

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

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

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

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

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

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

October 25, 2016

SUBJECT:

Authorize the City Manager to Execute a Professional Service Contract with Dannenbaum Engineering for the Design of Ridgeview Drive Paving and Drainage Improvements for a Segment of Roadway East of Watters Road to Chelsea Boulevard in the Amount of \$484,550.

STAFF RESOURCE:

Chris Flanigan, Director of Engineering

ACTION PROPOSED:

Authorize the City Manager to Execute a Professional Service Contract with Dannenbaum Engineering for the Design of Ridgeview Drive Paving and Drainage Improvements for a Segment of Roadway East of Watters Road to Chelsea Boulevard in the Amount of \$484,550.

BACKGROUND

Ridgeview Drive is a major arterial running parallel to SH 121 and represents a boundary between residential development and commercial use. Ultimately, this roadway will be a six-lane divided thoroughfare. This contract will provide detailed design drawings for bidding and construction of a four-lane divided Ridgeview Drive, from where it ends today (approximately 1100 feet east of Watters Road) to Chelsea Boulevard and include a six-lane bridge across Cottonwood Creek. This improvement will serve as a key connection for the new Elementary School #18, currently under construction at the southwest quadrant of Ridgeview Drive and Chelsea Boulevard.

In order to provide the school a secondary point of access, Dannenbaum Engineering will accelerate the design of the eastern-most portion of the project. The school district has committed to paying for the accelerated design cost and either building the two lanes that will serve their school site or reimbursing the City of Allen the costs to construct on their behalf.

Construction of the bridge and remainder of the Ridgeview Drive pavement will be delivered subsequent to the school opening (Summer of 2017).

BUDGETARY IMPACT

The estimated project costs are illustrated in the following table:

ST1606 - Ridgeview Drive Paving & Drainage Improvements Project Cost Estimate
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Description	Cost
Engineering Design	\$484,550
Construction and Laboratory Testing	\$5,556,400
Contingency (~15%)	\$906,150
TOTAL	\$6,947,100

The engineering design will be funded by existing programmed funds in the Capital Improvement Program already committed for Ridgeview Drive. Construction of the accelerated segment (2-lanes of Ridgeview Drive) to serve Elementary School #18 will be funded by the Allen Independent School District. Future funding for construction of the bridge and remaining lanes will be determined when firm construction costs are known at the time of bidding next year.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute a professional service contract with Dannenbaum Engineering for the design of Ridgeview Drive Paving and Drainage Improvements for a segment of roadway east of Watters Road to Chelsea Boulevard in the amount of \$484,550.

MOTION

I make a motion to authorize the City Manager to execute a professional service contract with Dannenbaum Engineering for the design of Ridgeview Drive Paving and Drainage Improvements for a segment of roadway east of Watters Road to Chelsea Boulevard in the amount of \$484,550.

ATTACHMENTS:

Agreement for Professional Services
Location Map

STATE OF TEXAS §
§
COUNTY OF COLLIN § **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Professional Services (“Agreement”) is made by and between the City of Allen, Texas (“City”) and Dannenbaum Engineering Company – Dallas, LLC, a Limited Liability Corporation (“Professional”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist the City in the new location extension of Ridgeview Drive from the existing four lane divided section approximately 1100 feet east of Watters Rd to its intersection with Chelsea Blvd to the northeast. The new roadway will be approximately 3300 feet of four lane divided roadway with approximately 270 feet long bridge structure over Cottonwood Creek, and will include an enclosed storm drain system, water line extension, and sanitary sewer extension. This service will also include a drainage report and FEMA floodplain coordination for Cottonwood Creek including LOMR/CLOMR.

WHEREAS, the Professional desires to render professional services for the City on the terms and conditions set forth in this Agreement;

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

Article I
Term

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items or materials prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Scope of Service

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services outlined in Exhibit “A.”

2.2 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

Article III Schedule of Work

The Professional agrees to complete the required services in accordance with the Project Schedule outlined in the following projected schedule.

	Days from Notice to Proceed
Notice to Proceed	October 25, 2016
Begin Field Surveys	October 25, 2016
Preliminary Meeting with City to Obtain Record Information and Review Routes	November 1, 2016
Alignment Study	November 11, 2016
Complete Field Surveys	November 18, 2016
Accelerated 2-Lane Design Plan & Specification Submittal (Including the overall vertical and horizontal design for the entire Ridgeview Drive)	November 18, 2016
Receive Review Comments from City	November 28, 2016
Complete Geotechnical Investigation	November 30, 2016
Complete 2-Lane Documents for Bid	December 9, 2016
60% Design Plan and Specification Submittal	January 13, 2016
Receive Review Comments from City	February 3, 2017
90% Design Plan and Specification Submittal	March 17, 2017
Receive Comments from City	April 7, 2017
Complete Final Plans	May 8, 2017
Advertise Project	May 15, 2017
Receive Bid	June 28, 2017
Award Contract	July 11, 2017
Construction Notice to Proceed	July 27, 2017
Construction Complete	June 27, 2018
ADDITIONAL SERVICES	
Drainage Report Submittal	January 13, 2017
Receive Comments from City	February 3, 2017
CLOMR Documents	May 8, 2017
LOMR Documents	July 27, 2018

The City requires that the Design Phase of the Scope of Service outlined above be completed within 195 calendar days of the signing of the contract. Three weeks for each review is included in the overall completion time. Construction Administration Services will continue for the duration of the Construction Contracts.

Article IV

Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services and outlined below, not to exceed a total amount of FOUR HUNDRED EIGHTY FOUR THOUSAND FIVE HUNDRED FORTY NINE AND 73/100 Dollars (\$484,549.73).

A. BASIC SERVICES:

1.	SURVEY SERVICES FOR DESIGN	\$29,545.00
2.	ACCELERATED DESIGN SERVICES	\$44,464.47
3.	PRELIMINARY DESIGN	\$258,906.41
4.	FINAL DESIGN.....	\$59,866.77
5.	BIDDING PHASE	\$3,011.29
6.	CONSTRUCTION PHASE	\$18,933.50

B. ADDITIONAL SERVICES:

1.	ENVIRONMENTAL COORDINATION	\$16,000
2.	GEOTECHNICAL INVESTIGATION	\$21,470.00
3.	SURVEY – EASEMENT INSTRUMENTS (UP TO 10)	\$12,500.00
4.	DESIGN OF 2-LANE SECTION WITH 6-LANE BRIDGE.....	\$19,852.30

TOTAL SERVICES: \$484,549.73

4.2 Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charged for such service, reimbursable expenses, the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.3 Unless otherwise provided in the Scope of Services the Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement

including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

Article V Notice to Proceed

Professional shall not proceed with any work required under this Agreement without a written Notice to Proceed from City. Any work performed or expenses incurred by Professional prior to Professional's receipt of a written Notice to Proceed from City shall be entirely at Professional's own risk. Work performed and expenses incurred after Professional has received a written Notice to Proceed from City will be eligible for reimbursement under the terms of this Agreement, subject to an approved task order.

Article VI Suspension of Work

City shall have the right to immediately suspend work by Professional if City determines in its sole discretion that Professional has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Professional shall be suspended until Contractor has taken satisfactory corrective action.

Article VII Devotion of Time; Personnel; and Equipment

7.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

7.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The Professional shall provide written notice to and approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder, and shall not otherwise be reimbursed by the City unless provided differently herein.

7.3 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

7.4 The Professional shall submit monthly progress reports and attend progress meetings as may be required by the City from time to time based upon Project demands. Each

progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VIII Miscellaneous

8.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

8.2 Assignment. The Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

8.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

8.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

8.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

8.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

8.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

8.8 Conflicts of Interests. The Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

8.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

Attn: Peter H. Vargas
City Manager
City of Allen, Texas
3rd Floor, Allen City Hall
305 Century Parkway
Allen, Texas 75013

With a copy to:

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

If intended for Professional:

Attn: Danny Everett, P.E.
Dannenbaum Engineering Company-
Dallas, LLC
3030 Lyndon B Johnson Fwy
STE 910
Dallas, Texas 75234

With a copy to:

Attn: Wayne Ahrens, P.E.
Dannenbaum Engineering
3100 West Alabama St.
Houston, Texas 77098

8.9 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate.

- (b) All policies of insurance shall be endorsed and contain the following provisions:
 - (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and
 - (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; and
 - (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Professional shall provide written notice to the City of any material change of or to the insurance required herein.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by the City.

8.10 Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

8.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2016.

CITY OF ALLEN, TEXAS

By: _____
Peter H. Vargas, City Manager

ATTEST:

By: _____
Shelley B. George, City Secretary

EXECUTED this _____ day of _____, 2016.

DANNENBAUM ENGINEERING COMPANY-DALLAS, LLC

By: _____

Name: Daniel W. Everett, P.E.

Title: President

EXHIBIT “A”
Scope of Services
(to be attached)

EXHIBIT A SCOPE OF SERVICES

A. BASIC SERVICES

GENERAL PROJECT DESCRIPTION

The project is new location extension of Ridgeview Dr from the existing 4 lane divided section approximately 1100' east of Watters Rd to its intersection with Chelsea Blvd to the northeast. The new location roadway will include an enclosed storm drain system, water line extension, sanitary sewer extension and an approximately 270' long bridge structure over Cottonwood Creek. The general scope of the project will be to provide survey, environmental coordination and engineering design services for approximately 3300' of 4 lane divided roadway. This will also include a drainage report and FEMA floodplain coordination for Cottonwood Creek including LOMR/CLOMR. An accelerated section of approximately 1100' of 2 lane roadway just west of Chelsea Blvd will be designed for the entrance of a future school, and then remaining section of 4 lane and bridge will be designed and added.

A-1 SURVEY SERVICES FOR DESIGN

Provide detailed topographic survey for project with control. This will include horizontal and vertical location of right-of-way, easements, existing above ground features and visible utility appurtenances throughout the project area including, but not limited to the following:

- a.) Establishment of a control network utilizing GPS and City of Allen published datum. Unless otherwise required, horizontal datum will be NAD 83 and NAVD 88 for vertical datum.
- b.) Establishment of vertical control benchmarks within the project limits on existing permanent structures (minimum of 2).
- c.) Identify properties by address and/or business name.
- d.) Tie benchmarks to as-built plans for correlation of datum.
- e.) Tie right-of-way lines, property lines and corners.
- f.) Locate and tie existing pavement.
- g.) Tie fences as needed and other above ground ancillary features.
- h.) Tie all water appurtenances such as water valves, water meters and fire hydrants.

- i.) Tie all sanitary sewer appurtenances such as cleanouts and manholes.
- j.) Tie drainage structures, channels, swales, ponds and creeks.
- k.) Contact utility companies or Texas 811 to request locates of all utilities within the project limits. Franchise utility location graphical representations will be required on all plan submittals to the City that show survey information.
- l.) Expose and tie underground utilities where necessary to facilitate design. Mechanical excavation of utilities can be performed as an additional service.
- m.) Gather topographic points a minimum of every 50-feet along Ridgeview Drive from approximately 1100' east of Watters Road to Chelsea Blvd including but not limited to top of pavement at centerline, top of curb, curb returns and storm drain inlets.

A-2(a) ENGINEERING DESIGN FOR ACCELERATED SECTION OF RIDGEVIEW

Preparation and submittal of up to ten (10) sets of half-size (11"x17") of final construction plans, six (6) sets of technical specifications and an estimate of opinion of probable construction cost. An exact number of plan sets shall be determined by the City project manager prior to submittal. Accelerated design services shall include the following for a 2-lane section of Ridgeview approximately 1100' west of Chelsea Road (See Exhibit D):

Accelerated design will run concurrently with preliminary engineering to establish the vertical and horizontal design for the entire Ridgeview Drive corridor.

- a.) Prepare final plan and profile sheets.
- b.) Prepare construction sequencing and traffic control.
- c.) Design storm drain system that will be constructed and incorporated into overall Ridgeview Drive project.
- d.) Design appurtenances such as special details to incorporate into the project design.
- e.) Coordinate with the City of Allen to finalize technical specifications Special Conditions section.
- f.) Attend meetings with the City of Allen and utility companies as necessary to facilitate final design.
- g.) Complete quantity takeoffs and prepare a final opinion of probable cost based on final plans.

- h.) Prepare final bid documents including bid proposal forms, construction plans, specifications and contract documents.

A-2(b-c) PRELIMINARY DESIGN (60% AND 90% DESIGN)

Preparation and submittal of up to five (5) sets of preliminary (60%) construction plans (11"x17" sheet size) and an opinion of probable construction cost. An exact number of plan sets shall be determined by the City project manager prior to submittal. Preliminary design services shall include the following:

- a.) Gather right-of-way documents to determine right-of way including TxDOT strip maps, City plats, Collin County plats and individual property deeds.
- b.) Determine right-of-way acquisitions and easements that will be required within the project limits, if any.
- c.) Acquire and review as-built or record plans as well as other pertinent data and information for the project from the City.
- d.) Attend meetings with the City of Allen as necessary to facilitate design.
- e.) Review existing paving, utility and drainage plans.
- f.) Establish preliminary horizontal and vertical centerline alignments of proposed roadways and utilities.
- g.) Provide drainage plan and profile sheets for proposed storm drain system. Calculate storm drainage design including inlet design. Submit supporting drainage area maps, plan and profile sheets and corresponding storm drainage calculation tables.
- h.) Hydrology/Hydraulic Evaluation -- Perform hydrology/hydraulic evaluation and analysis of the proposed creek crossing at Cottonwood Creek. The work will consist of analyzing the existing conditions at the site, sizing the proposed hydraulic structure, and preparing grading plans for the associated creek transitions. The work will be consistent with the information needed to file an application for a Conditional Letter of Map Revision (CLOMR) and a Letter of map Revision (LOMR) required for this project. The limits for the hydraulic analysis are defined as the immediate vicinity of the crossing, upstream and downstream, as far as necessary to show no adverse impact from the project, and in accordance with NFIP regulations. The subject crossings is located approximately 1,400 ft. (along the flow line) south of SH 121 and approximately 1100' west of Chelsea Blvd along the proposed extension of Ridgeview Dr.

The data collected for this task includes existing information possessed by City of Allen in the form of studies, maps, engineering construction plans, and digital files as well as information generated in the field specifically for this project. The data collected will include the current-effective models from the Federal Emergency (FEMA).

The Hydrologic Analysis includes the work necessary to confirm the hydrologic model for Cottonwood Creek upstream of, and including, the proposed crossings at Ridgeview Dr. The Study discharges for existing conditions will be obtained from the current Flood Insurance Study, as obtained from FEMA.

The Hydraulic Analysis task includes the work necessary to complete the hydraulic analysis of Cottonwood Creek within the study area. The work will utilize the effective computer model obtained from FEMA to prepare flood profiles for revised existing conditions, and post-project conditions. If the effective model is in HEC-2 format, the model will be truncated at the project limits and converted to HEC-RAS format. The resulting flood profiles will be the basis for revised flood mapping and confirmation of a 'no-rise' condition in the Base Flood Elevation (BFE) and Floodway.

Prepare a drainage report summarizing the data, calculations and recommendation of the hydrologic and hydraulics from the HEC-RAS model of Cottonwood Creek.

Prepare a Conditional Letter of Map Revision (CLOMR) application package and submit to City and FEMA for review. This work includes necessary coordination to address review comments and obtain FEMA concurrence of the proposed project, as shown on the preliminary plans. This work will utilize the hydrologic and hydraulic models developed in support of the preliminary design. The work needed to prepare the application package is anticipated to include minor model revisions, only as necessary to help facilitate the review process. This work includes additional modeling, as needed to address City and/or FEMA review comments.

Prepare a Letter of Map Revision (LOMR) application package and submit two copies for City and FEMA review. This work includes necessary coordination to address review comments and obtain FEMA approval of the LOMR for the project in its as-built condition. This work will utilize the CLOMR documents and data where applicable. This work includes models revisions as necessary to update the CLOMR models in order to reflect the as-built condition of the project, as determined by field inspections and ground survey (where needed).

- i.) Provide drainage plan and profile sheets for proposed storm drain system.
- j.) Environmental coordination (waters of the US, cultural resources and threatened and endangered species survey).
- k.) Geotechnical investigation for bridge structure.
- m.) Geotechnical investigation including soil borings for bridge structure design.
- n.) Show major features on plans sheets including, but not limited to all items outlined in the "Survey Services for Design."
- o.) Show known utility crossings and nearby adjacent utilities, and other topographic features such as light standards, power poles, air release valves, and manholes as identified from field surveys and information provided by utility companies and the City's record drawings.
- p.) Identify which utilities must be protected or relocated.
- q.) Review CCTV inspection on sanitary sewer mains provided by the City of Allen.
- r.) Provide design for irrigation sleeving as requested by the City of Allen.
- s.) Provide paving plan and profile sheets to allow contractor to replace existing paving back to its existing line and grade along Ridgeview Drive from approximately 1100' east of Watters Road to Chelsea Blvd..
- t.) Bridge Design will include:
 - Plan and elevation
 - Typical bridge cross sections
 - Rail types
 - Bridge dimensions
 - Traffic lanes
 - Sidewalks/trails
 - Cross slopes
 - Slope protection for the abutments
- u.) Provide erosion control plans.
- v.) Provide sanitary sewer plan and profile sheets. Size sanitary sewer mains to accommodate projected area flows.
- w.) Provide water line plan sheets and water line plan and profile for lines over 8-inches in diameter.

- x.) Develop a preliminary sequence of construction and/or phasing for the proposed project and organize a construction sequencing workshop to discuss the general alignment of the proposed water and sewer lines, phasing of construction and traffic control.
- y.) Provide traffic control plans using the requirements of the City of Allen, TxDOT and the MUTCD.
- z.) Produce a cover sheet, location map, and sheet index, coordinate sheet and detail sheets for the project.
- aa.) Prepare a preliminary opinion of probable construction costs on 60% plans.
- bb.) Provide a PDF digital copy of the preliminary plans so that the City can send it to local utility companies and obtain information regarding impacts to franchise facilities.
- cc.) Revise preliminary (60%) plans incorporating comments from the City of Allen.
- dd.) Submit five (5) 11"x17" copies of revised (90%) plan sets to the City of Allen for review and comment.
- ee.) Prepare an opinion of probable cost based on 90% plans.

A-2(d) FINAL DESIGN

Preparation and submittal of up to ten (10) sets of half-size (11"x17") of final construction plans, six (6) sets of technical specifications and an estimate of opinion of probable construction cost. An exact number of plan sets shall be determined by the City project manager prior to submittal. Final design services shall include the following:

- a.) Revise 90% plans incorporating comments from the City of Allen.
- b.) Prepare final plan and profile sheets.
- c.) Finalize construction sequencing and traffic control.
- d.) Provide final design cross sections every 50 feet along the project, to be included in the construction documents.
- e.) Prepare signing and striping plans (full size, 1:40 scale) for proposed project improvements.
- f.) Provide conduit stub-out across intersections and median openings to accommodate future illumination and landscape irrigation if required.

- g.) Incorporate comments from the utility companies pertaining to the location of existing facilities. Attend a utility coordination meeting among all impacted utilities at the City, if requested.
- h.) Provide erosion control sheets. The successful bidder (contractor) will be required to supply and submit a formal SWPPP to TCEQ as owner and operator of the construction project.
- i.) Design appurtenances such as special details to incorporate into the project design.
- j.) Coordinate with the City of Allen to finalize technical specifications Special Conditions section.
- k.) Attend meetings with the City of Allen and utility companies as necessary to facilitate final design.
- l.) Complete quantity takeoffs and prepare a final opinion of probable cost based on final plans.
- m.) Prepare final bid documents including bid proposal forms, construction plans, specifications and contract documents.
- n.) The basic scope of services is based on producing one (1) set of reference construction contract documents for the entire scope, with the option to produce documents for a single smaller phase, if required by the City. If the project is broken in to two construction projects (2 Phases) an additional set of construction contract documents can be developed for Phase 2 as an additional service.

B. ADDITIONAL SERVICES

1. ENVIRONMENTAL COORDINATION

Environmental services and coordination for the construction of the bridge over Waters of the US.

- a. Waters of the US Delineation - Engineer will provide professional services to delineate all waters of the United States, including wetlands, within the project corridor. Engineer wetland ecologist will delineate the jurisdictional limits of the streams and any on-channel ponds based on 33 CFR 328.3[e], delineate the jurisdictional limits of any potential wetlands based on the 1987 USACE Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0), and current Regulatory Guidance Letters. The boundaries of all of these water features identified in the field will be recorded with a Global Positioning System (GPS) that is capable of sub-meter accuracy. After the delineation is completed, Engineer will digitize these waters of the United States for use by the engineer/client for planning, impact calculation, and illustration purposes. This delineation will be provided to the engineer/client for inclusion in their engineering plans to avoid and minimize impacts to waters of the United States. Engineer will prepare an impact assessment of the current concept development plan to determine the acreage of impacts by each location and water feature. Additionally, Engineer will analyze the entire project as it relates to the Nationwide Permitting (NWP) program, specifically NWP 14 – Linear Transportation Projects. A brief letter report will be prepared that will summarize a description of each water feature, whether it meets a definition of a water of the United States, associated plant community, hydrology type, and general functional quality. The letter report will summarize the impacts to waters of the United States and what NWPs could be used to facilitate these impacts. The report will summarize the applicable NWPs and the conditions for use (i.e., Pre-Construction Notification [PCN] and appropriate Best Management Practices [BMP]). Engineer will combine previous surveys conducted in the project corridor that were previously conducted into this deliverable to provide a single complete assessment under one letterhead.

- b. Threatened and Endangered Species Survey - This effort will include coordinating with USFWS and Texas Parks and Wildlife Department (TPWD) to determine the species listed in the county, habitat surveys for listed protected species, and a report presenting the findings of the surveys. Research of available data will determine the listed species and their preferred habitat. Species-specific surveys will not be covered in this scope of services, since they require substantial time throughout particular seasons using specific protocols. Habitat surveys are designed to determine whether the project corridor contains preferred protected species habitat and the likelihood of the presence of that species. A brief letter report will be prepared summarizing the results of the survey. Specifically, the report will describe the habitats present within the project corridor, the protected species that are listed in the county and their preferred habitats, and an evaluation of whether or not this preferred habitat is present within the project corridor.
- c. Tree Survey - Provide tree survey of all tree specimens 6" and larger within proposed roadway corridor, including creek crossings. The corridor is defined as 100-feet left/right of the centerline along the predetermined alignment as provided by the City of Allen prior to start of work. Protected trees 6-inches and greater shall be tied. Survey shall be performed by a Registered Professional Land Surveyor and a professional arborist or landscape architect licensed by the State of Texas. The survey will extend approximately 250' upstream and downstream from the centerline at the creek crossing.
- d. Cultural Resources Survey - Once a notice-to-proceed (NTP) has been acquired, Engineer will immediately start the application process to obtain a Texas Antiquities Permit. Once the permit has all the necessary signatures, Engineer will submit the permit to the THC for approval. Concurrently, ENGINEER will begin coordinating with the Client to streamline fieldwork once the permit has been received. Upon issuance of the permit, Engineer will begin fieldwork. Prior to conducting field work, Engineer will perform a cultural resources desktop review/archival research of the proposed project corridor including performing preliminary research into previously recorded archaeological or historical sites and previous cultural resources surveys in or adjacent to the corridor to determine the potential for encountering significant cultural resources within the project corridor. This review will be used to identify any high potential areas and direct field efforts.

2. GEOTECHNICAL INVESTIGATION

The engineer will provide soil borings for the design of the bridge structure over Cottonwood Creek. A report will be submitted upon completion of the geotechnical investigation.

3. EASEMENT DOCUMENTS

Although the intent of the project is to construct the proposed roadway, water and wastewater utilities within existing City-owned right of way, this task will be used upon written authorization of the City for the Consultant to produce up to ten (10) easement documents as needed to facilitate the new design.

4. PREPARATION OF 2-LANE PLAN SET

At the direction of the City of Allen the engineer will take the final design and prepare a construction plan set that will consist of a transition to 2 lanes on the east side of the bridge. This plan set will include the full 6-lane section of the bridge.

C-1 BIDDING PHASE

Upon completion of the design services and approval of final drawings and specifications by the City, DEC will proceed with the performance of services in this phase as follows:

- a.) Assist City in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in DEC's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for the City's reference.
- b.) Sell bid documents to potential bidders, suppliers and other parties, keeping an accurate record of all plan holders.
- c.) Assist City by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders as necessary.
- d.) Assist City in tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder, and second low bidder is needed to determine if, based on the information available, they appear to be qualified to perform the work requested. Provide a Letter of Recommendation of Award to the City for the lowest bidder meeting all qualifications.
- e.) Assist the City in conducting a pre-bid conference for the construction project and coordinate responses with City. Response to the pre-bid conference will be in the form of addenda issued after the conference.
- f.) Assist City in the preparation of Conformed Construction Contract Documents. Provide to the City seven (7) sets of Conformed Construction Contract Documents which include information from the low bidder bid documents, legal documents, and addenda bound in the documents for execution by the City and construction contractor.

- g.) Furnish ten (10) sets of half-size (11"x17") prints and three (3) sets of technical specifications of the final plans to the City for construction use by the City and Contractor.
- h.) Provide one set of PDF digital documents to the City.

C-2. CONSTRUCTION PHASE (APPLICABLE FOR REFERENCE AND PHASE 1 SET)

Upon completion of the bid or negotiation phase services, DEC will proceed with the performance of construction phase services as described below. DEC will endeavor to protect City in providing these services however, it is understood that DEC does not guarantee the Contractor's performance, nor is DEC responsible for supervision of the Contractor's operation and employees. DEC shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor other than those outlined in the plans and contract documents, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. During construction, DEC shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

- a.) Assist City in conducting pre construction conference(s) with the Contractor(s) and review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract..
- b.) Attend one (1) Public Meeting, organized and hosted by the City of Allen.
- b.) Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the project. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
- c.) Interpret the drawings and specifications for City and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by City, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
- d.) Process contract modifications and determine the cost and time impacts of these changes.
- e.) Prepare documentation for contract modifications required to implement modifications in the design of the project.

- f.) Visit the project site and conduct, in company with City's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment.
- g.) Revise the construction drawings in accordance with the information furnished by construction Contractor(s) and City reflecting changes in the Project made during construction.
- h.) Prepare one set of full-size mylar reproducible record drawings and one set of half-size (11"x17") drawings for the City of Allen. Submit reproducible record drawings (mylars), half-size drawings, a compact disk with the design files in .DWG and .TIFF format, and original bid documents in Microsoft Word-compatible format to the City of Allen. All construction plans will be prepared utilizing AutoCAD Release 14 compatible file structure.

D. EXCLUSIONS

The intent of this scope of services is to include only the services specifically listed herein and none others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- a. Providing an on-site representative during construction activities.
- b. Environmental impact statements and assessments.
- c. Fees for permits or advertising.
- d. Certification that work is in accordance with plans and specifications.
- e. Environmental cleanup.
- f. Landscape architecture.
- g. Flood plain reclamation plans.
- h. Trench safety designs.
- i. Quality control and testing services during construction.
- j. Services in connection with condemnation hearings.
- k. Preliminary engineering report.
- l. On-site safety precautions, programs and responsibility. Scheduling of Contractor's work.

- m. Consulting services by others not included in proposal.
- n. Traffic engineering report or study.
- p. Revisions and/or change orders as a result of revisions after completion of original final design (unless to correct an error or ambiguity on the plans).

LOCATION MAP

Ridgeview Drive Paving and Drainage Improvements
Chelsea Boulevard to the West
(October 25, 2016)



CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:	October 25, 2016
SUBJECT:	Receive the Capital Improvement Program (CIP) Status Reports.
STAFF RESOURCE:	Eric Cannon, Chief Financial Officer

ATTACHMENTS:

Active CIP Projects Report for October 2016
Completed CIP Projects Report for October 2016



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Active Status

Date: 10/13/2016

Project Number	Project Description	Funding Sources	Estimate Completion Date	Project Estimate	Total Expenditures	Total Encumbrances	Percent Encumbered & Expended
DR1605	HILLSIDE REHABILITATION	NON-BONDS	9/30/2017	\$65,542	\$0	\$0	0.0%
IT1201	ADMINISTRATION SOFTWARE	REPLACEMENT FUND, GF	9/30/2017	\$1,832,609	\$1,741,967	\$81,101	99.5%
IT1401	PS DISPATCH & RECORD PHASE II	GO BONDS, NON BONDS	9/30/2017	\$210,698	\$152,199	\$53,597	97.7%
IT1501	PUBLIC SAFETY SOFTWARE PHASE II	NON BONDS	9/30/2017	\$30,000	\$11,100	\$0	37.0%
IT1601	EVENT CENTER WI-FI	NON BONDS	2/10/2017	\$200,000	\$183,324	\$0	91.7%
IT1602	EVENT CENTER POS	NON BONDS	3/8/2017	\$214,139	\$210,843	\$1,528	99.2%
PR1208	PUBLIC ART	GO BONDS, NON-BONDS	9/30/2017	\$605,634	\$362	\$0	0.1%
PR1209	WATTERS BRANCH COMMUNITY	GO BONDS, PARK DEDICATION	9/30/2018	\$4,150,000	\$505,694	\$64,127	13.7%
PR1302	PARK LAND ACQUISITION	GO BONDS	9/30/2018	\$1,148,834	\$1,383	\$2,000	0.3%
PR1401	ALLEN HERITAGE VILLAGE (CD1401)	CDC, NON BONDS	12/31/2016	\$1,646,412	\$1,628,051	\$13,166	99.7%
PR1404	TRAIL CONSTRUCTION	CDC	9/30/2017	\$476,687	\$53	\$0	0.0%
PR1412	FORD POOL RECONSTRUCTION	CDC, GO BONDS	12/31/2016	\$3,950,076	\$2,934,233	\$1,014,839	100.0%
PR1416	TWIN CREEK PARK PHASE 2	PARK DEDICATION	9/30/2017	\$246,453	\$3,500	\$0	1.4%
PR1417	ORCHARDS NEIGHBORHOOD PARK	CDC	12/31/2016	\$698,258	\$662,211	\$27,078	98.7%
PR1421	WINDRIDGE NEIGHBORHOOD PARK	CDC	9/30/2017	\$25,000	\$0	\$16,100	64.4%
PR1422	RECREATION LED SIGNS	CDC	12/31/2017	\$102,000	\$0	\$0	0.0%
PR1508	JFRC BRIDGE REPLACEMENT	NON BONDS	12/31/2017	\$400,000	\$48,814	\$7,987	14.2%
PR1509	REED PARK IMPROVEMENTS	PARK DEDICATION	12/31/2017	\$61,330	\$0	\$0	0.0%
PR1601	ROWLETT CREEK COMMUNITY PARK	GO BONDS	12/31/2018	\$3,400,000	\$650	\$0	0.0%
PR1603	WATTERS BRANCH GAP TRAIL	CDC	9/30/2017	\$100,000	\$5,500	\$52,175	57.7%
PR1604	MUSTANG TRAIL EXTENSION	CDC	9/30/2018	\$60,000	\$0	\$0	0.0%
PR1605	MOLSEN FARM ACQUISITION II	GO BONDS, COUNTY	9/30/2017	\$2,339,608	\$2,339,608	\$0	100.0%
PR1606	ALLEN WATER STATION TRAIL	CDC	12/31/2016	\$1,318,000	\$959,536	\$352,453	99.5%
PR1607	WATER STATION SECURITY CAMERAS	CDC	12/31/2017	\$54,208	\$0	\$0	0.0%
PR1701	BRIDGE & TRAIL PARK @ASRC	CDC	12/31/2017	\$75,000	\$0	\$0	0.0%
PS1303	FIRE STATION #2 RECONSTRUCTION	GO BONDS, NON BONDS	9/30/2017	\$5,596,030	\$5,123,884	\$291,932	96.8%
PS1401	PUBLIC SAFETY SYSTEMS	GO BONDS, NON BONDS	9/30/2017	\$461,508	\$0	\$0	0.0%
PS1601	LIBRARY CHILLER REPLACEMENT	GO BONDS	3/15/2017	\$215,000	\$186,693	\$19,282	95.8%
PS1602	PD SERVER ROOM HVAC	GO BONDS	3/15/2017	\$35,000	\$21,698	\$1,554	66.4%
ST0316	FM 2551	FACILITY AGREEMENT	9/30/2018	\$1,094,147	\$0	\$0	0.0%
ST0704	STACY PHASE II GREENVILLE TO ANGEL	NON BONDS	9/30/2017	\$1,100,605	\$1,078,299	\$0	98.0%
ST1104	STACY / GREENVILLE TRAFFIC SIGNAL	NON BONDS	10/31/2017	\$130,000	\$12,334	\$0	9.5%
ST1202	RIDGEVIEW - WATTERS TO US 75	GO BONDS, NON BONDS	9/30/2018	\$2,539,143	\$499,575	\$0	19.7%



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Active Status

Date: 10/13/2016

Project Number	Project Description	Funding Sources	Estimate Completion Date	Project Estimate	Total Expenditures	Total Encumbrances	Percent Encumbered & Expended
ST1303	CHAPARRAL STREET LIGHTS	NON BONDS	9/30/2018	\$72,861	\$0	\$0	0.0%
ST1308	RIDGEVIEW - ALMA TO STACY	NON BONDS, GO BONDS	4/30/2017	\$6,080,905	\$5,730,659	\$18,243	94.5%
ST1314	TRAFFIC SIGNAL WATTERS & BOSSY BOOT	NON BONDS	12/31/2017	\$150,000	\$662	\$0	0.4%
ST1403	MONTGOMERY BLVD EXTENSION	NON BONDS	12/31/2016	\$3,270,667	\$2,941,775	\$0	89.9%
ST1501	OLSEN & BEVERLY EL SIDEWALK	NON BONDS	9/30/2017	\$200,000	\$2,310	\$0	1.2%
ST1502	FY15 STREET & ALLEY REPAIR	GO BONDS, NON BONDS	12/31/2016	\$1,400,000	\$800,711	\$532,404	95.2%
ST1503	ALMA DRIVE IMPROVEMENT	NON BONDS	12/31/2017	\$3,588,788	\$657,955	\$210,109	24.2%
ST1504	2015 INTERSECTION IMPROVEMENT	NON BONDS	12/31/2017	\$311,850	\$82,642	\$16,458	31.8%
ST1505	2015 TRAFFIC SIGNAL FLASHING YELLOW	NON BONDS	9/30/2017	\$50,000	\$6,803	\$0	13.6%
ST1601	EXCHANGE PKWY SIDEWALK AT RACETRAC	NON BONDS	2/19/2017	\$85,000	\$53,010	\$27,073	94.2%
WA0401	US 75 LIFT STATION +12" FRC MN	W&S CIP	9/30/2017	\$450,054	\$12,443	\$0	2.8%
WA1105	EDC WATERLINE PROJECTS	W&S CIP	9/30/2017	\$1,910,638	\$29,733	\$0	1.6%
WA1203	PUMP STATION IMPROVEMENTS	W&S CIP	9/30/2017	\$462,079	\$131,382	\$3,337	29.2%
WA1204	LIFT STATION IMPROVEMENTS	W&S CIP	9/30/2017	\$344,871	\$145,241	\$52	42.1%
WA1308	RIDGVIEW DR WATERLINE	W&S CIP	10/31/2017	\$119,095	\$119,095	\$0	100.0%
WA1402	W&S SCADA SYSTEM UPGRADE	W&S CIP	9/30/2017	\$500,000	\$201,739	\$173,241	75.0%
WA1503	MONTGOMERY BLOULEVARD EXTENSION	W&S CIP	3/31/2017	\$129,333	\$129,332	\$0	100.0%
WA1603	FOUNTAIN PARK W/S REHAB PH 2	W&S CIP	9/30/2018	\$3,700,000	\$1,350,210	\$1,977,228	89.9%
WA1604	STACY GROUND STORAGE TANKS REPAINT	W&S CIP	9/30/2017	\$66,498	\$0	\$0	0.0%
WA1605	HILLSIDE W&S REHABILITATION P1	W&S CIP	9/30/2017	\$153,671	\$0	\$0	0.0%



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Completed Status

Date: 10/13/2016

Project Number	Project Description	Funding Sources	Completion Date	Approved Funds	Project Total Costs
DR1401	COTTONWOOD CREEK BANK STABILIZ	GO BONDS, NON BONDS, CDC	9/30/2016	\$684,199	\$684,199
PR0204	TREE FARM	CDC, NON BONDS	12/31/2015	\$35,782	\$35,781
PR0418	HERITAGE VILLAGE LANDSCAPE	NON BONDS	9/30/2016	\$7,909	\$7,909
PR0804	MOLSEN FARM	CDC, GO BONDS, COLLIN COUNTY	12/31/2016	\$102,175	\$102,175
PR1206	COTTONWOOD CREEK TRAIL HPP	CDC, COUNTY, FEDERAL GRANTS, GO BONDS	12/31/2016	\$1,214,041	\$1,214,041
PR1308	ASP ARTIFICIAL TURF	CDC	12/31/2015	\$1,371,461	\$1,371,461
PR1310	ALLEN STATION PARK IMPROVEMENT	CDC	9/30/2015	\$115,114	\$115,114
PR1313	SECURITY CAMERAS PHASE II	CDC	12/31/2015	\$195,792	\$195,792
PR1403	JFRC OFFICE CONSTRUCTION	CDC	9/30/2015	\$38,908	\$38,908
PR1405	EAST ROWLETT CREEK TRAIL CONNECTION	CDC, NON-BONDS	6/30/2015	\$193,478	\$193,478
PR1406	AEC DASHER BOARDS & STORAGE	CDC	9/30/2015	\$152,031	\$152,031
PR1408	HILLSIDE POCKET PARK DESIGN	CDC	9/30/2015	\$282,888	\$282,888
PR1409	CELEBRATION PARK SPRAYGROUND	CDC	12/31/2015	\$87,216	\$87,216
PR1410	DRN RENOVATION POOL & PUMP	CDC, NON BONDS	9/30/2015	\$309,244	\$309,244
PR1418	ASP FIELD #4 RECONSTRUCTION	CDC	12/2/2015	\$337,074	\$337,074
PR1501	SPECIAL SERVICES EQUIPMENT	CDC	12/31/2015	\$54,582	\$54,582
PR1502	BETHANY LAKES CONNECTOR TRAIL	CDC	6/24/2016	\$67,829	\$67,829
PR1503	CARDIO FITNESS EQUIPMENT	CDC	11/24/2015	\$280,887	\$280,887
PR1506	AEC CHILLER & BRINE SYSTEM	CDC	12/31/2015	\$186,525	\$186,525
PR1507	TCWC MISC EQUIPMENT	CDC	12/31/2015	\$31,844	\$31,844
PR1511	TRAIL MAINTENANCE FY2015	CDC	8/28/2015	\$18,473	\$18,473
PR1512	DRN POOL DECK	CDC	9/30/2015	\$26,913	\$26,913
PS1408	EXISTING FACILITIES UPGRADE	GO BONDS	7/8/2015	\$144	\$144
PS1501	CITY HALL BASEMENT REMODEL	NON BONDS	9/30/2016	\$686,627	\$686,627
ST1302	EXCHANGE PHASE 1 ALMA-ALLEN HEIGHT	GO BONDS, NON BONDS	12/31/2016	\$5,392,297	\$5,392,297
ST1309	BRAY CENTRAL WIDENING	NON BONDS, GO BONDS	9/25/2015	\$1,189,423	\$1,189,423
ST1313	US 75 TRAFFIC SIGNALS	NON BONDS	12/31/2016	\$153,529	\$153,529
ST1401	FY14 STREET & ALLEY REPAIR	GO BONDS, NON BONDS	9/30/2015	\$1,179,477	\$1,179,477
ST1402	SHARROWS BIKE ROUTE	CDC	12/31/2014	\$11,603	\$11,603
WA1303	EXCHANGE PHASE 1 ALMA-ALLEN HEIGHT	W&S CIP	9/30/2015	\$80,825	\$80,825
WA1403	FOUNTAIN PARK 1&2 W/S REHABILITATIO	W&S CIP	9/30/2017	\$2,503,105	\$2,503,105
WA1501	COTTONWOOD CREEK 21" SEWER LINE	W&S CIP	9/30/2017	\$738,255	\$738,255
WA1601	CUSTER TOWER INTERIOR REPAINT	W&S CIP	9/30/2016	\$328,503	\$328,503



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 8/12/2015

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



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 8/12/2015

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



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 8/12/2015

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



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



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



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



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



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



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



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 8/12/2015

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



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 8/12/2015

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

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:	October 25, 2016
SUBJECT:	Receive the Summary of Property Tax Collections as of September 2016.
STAFF RESOURCE:	Eric Cannon, Chief Financial Officer

ATTACHMENTS:

Summary of Property Tax Collections as of September 2016

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

October 10, 2016

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

Dear Mayor Terrell,

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

**September 2016
\$8,028.81
\$0.00**

Sincerely,



**Kenneth L. Maun
Tax Assessor Collector**

Attachment

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

KM:ds

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

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Monthly Collection Status Report
September 2016

City of Allen #06

	Collections Month of September	Cumulative Total 10/1/15 thru 9/29/16	% of Collections
Current Tax Year Collections			
Base M&O	\$5,614.30	\$41,257,077.84	101.73%
Base I&S	1,709.68	\$12,564,495.25	
Late Rendition Penalty	77.11	\$19,973.41	
P&I M&O	919.44	\$84,155.13	
P&I I&S	263.74	\$24,226.79	
P&I I&S Bond			
Attorney Fee	1,305.45	\$15,825.04	
Other/Prorate/Excess	0.00	\$4,612.70	
Subtotal	<u>\$9,889.72</u>	<u>\$53,970,366.16</u>	102.02%
Delinquent TaxYears Collections			
Base M&O	-\$547.57	\$81,172.76	
Base I&S	-194.67	\$28,784.77	
Late Rendition Penalty	0.00	\$1,305.88	
P&I M&O	140.75	\$26,955.54	
P&I I&S	46.03	\$9,399.88	
P&I I&S Bond			
Attorney Fee	144.87	\$15,472.31	
Other>	0.00	0.00	
Subtotal	<u>-\$410.59</u>	<u>\$163,091.14</u>	0.31%
Combined Current & Delinquent:			
Base M&O	\$5,066.73	\$41,338,250.60	
Base I&S	1,515.01	12,593,280.02	
Late Rendition Penalty	77.11	21,279.29	
P&I M&O	1,060.19	111,110.67	
P&I I&S	309.77	33,626.67	
P&I I&S Bond			
Attorney Fee	1,450.32	31,297.35	
Other>	0.00	4,612.70	
Total Collections	<u>\$9,479.13</u>	<u>\$54,133,457.30</u>	102.32%
			100.00%
Original 2015 Tax Levy		<u>\$52,904,305.40</u>	

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

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Cumulative Comparative Collection Status Report
September 2016

City of Allen #06

Current Tax Year Collections	Collections thru September 2016	% Collections	Collections thru September 2015	% Collections
Base M&O + I&S	\$53,821,573.09	101.73%	\$49,472,534.60	99.80%
Late Rendition Penalty	19,973.41		17,618.50	
P&I M&O + I&S	108,381.92		83,882.50	
Attorney Fee	15,825.04		12,570.88	
Subtotal	<u>\$53,965,753.46</u>	102.01%	<u>\$49,586,606.48</u>	100.03%
Delinquent Tax Years Collections				
Base M&O + I&S	\$109,957.53		\$497,178.23	
Late Rendition Penalty	1,305.88		443.14	
P&I M&O + I&S	36,355.42		101,387.48	
Attorney Fee	15,472.31		14,687.38	
Other>	0.00		0.00	
Subtotal	<u>\$163,091.14</u>	0.31%	<u>\$613,696.23</u>	1.24%
Combined Current & Delinquent:				
Base M&O + I&S	\$53,931,530.62		\$49,969,712.83	
P&I M&O + I&S	144,737.34		185,269.98	
Late Rendition Penalty	21,279.29		18,061.64	
Attorney Fee	31,297.35		27,258.26	
Other	4,612.70		0.00	
Total Collections	<u>\$54,133,457.30</u>	102.32%	<u>\$50,200,302.71</u>	101.27%
Adjusted 2014 Tax Levy			<u>\$49,571,830.85</u>	100.00%
Original 2015 Tax Levy	<u>\$52,904,305.40</u>	100.00%		

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

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Levy Outstanding Status Report
September 2016

City of Allen #06

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 8/31/16	\$110,294.19	\$358,581.66
Base M&O Collections	7,323.98	-742.24
Supplement/Adjustments	-4,855.20	-5,164.38
Write-off	0.00	0.00
Remaining Levy as of 9/29/16	<u>\$98,115.01</u>	<u>\$354,159.52</u>
Cumulative (From 10/01/15 thru 9/29/16)		
Original 2015 Tax Levy (as of 10/01/15)	\$52,904,305.40	\$357,819.86
Base M&O + I&S Collections	53,821,573.09	109,957.53
Supplement/Adjustments	1,015,382.70	106,297.19
Write-off	0.00	0.00
Remaining Levy as of 9/29/16	<u>\$98,115.01</u>	<u>\$354,159.52</u>

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

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Monthly Distribution Report
September 2016

City of Allen #06

	Distribution Month of September	Distribution 10/1/15 thru 9/29/16
Weekly Remittances:		
Week Ending 9/2/16	\$4,439.42	\$11,375,307.75
Week Ending 9/9/16	\$1,509.97	\$6,038,063.15
Week Ending 9/16/16	\$1,095.52	\$13,135,312.30
Week Ending 9/23/16	\$0.00	\$17,748,483.79
Week Ending 9/29/16	\$980.05	\$5,803,928.74
Total Weekly Remittances	<u>\$8,024.96</u>	<u>\$54,101,095.73</u>
Overpayment from Prior Month	\$0.00	\$0.00
Manual Adjustment Refund	\$0.00	\$0.00
Commission Paid Delinquent Attorney	\$1,450.32	\$31,297.35
Entity Collection Fee	\$0.00	\$0.00
Judgement Interest	\$0.00	\$0.00
5% CAD Rendition Penalty	\$3.85	\$1,064.22
Total Disbursements	<u><u>\$9,479.13</u></u>	<u><u>\$54,133,457.30</u></u>
Carryover to Next Month	\$0.00	\$0.00

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

October 25, 2016

SUBJECT:

Conduct a Public Hearing and Adopt an Ordinance Amending the Zoning from Single-Family Residential R-3 to a Planned Development for Townhome Residential District TH, and Adopt a Concept Plan, Open Space Plan, Development Regulations and Building Elevations; for a 6.245± Acre Tract of Land, Generally Located South of Main Street and East of Greenville Avenue. [Ashwood Creek Place: Townhome Development]

STAFF RESOURCE:

Madhuri Mohan, AICP, Senior Planner

BOARD COMMISSION ACTION:

On October 4, the Planning and Zoning Commission voted 6 in favor (Commissioners Trahan, Hollingsworth, Platt Jr., Mangrum, Orr, and Ogrizovich) and 1 opposed (Commissioners Cocking) to recommend approval of the request to change the zoning to a Planned Development for Townhome Residential District TH, and adopt a Concept Plan, Open Space Plan, Development Regulations and Building Elevations; for a 6.245+/- acre tract of land in the Henry Wetsel Survey, Abstract No. 977, generally located south of Main Street and east of Greenville Avenue.

ACTION PROPOSED:

Conduct a Public Hearing and Adopt an Ordinance Amending the Zoning from Single-Family Residential R-3 to a Planned Development for Townhome Residential District TH, and Adopt a Concept Plan, Open Space Plan, Development Regulations and Building Elevations; for a 6.245± Acre Tract of Land, Generally Located South of Main Street and East of Greenville Avenue. [Ashwood Creek Place: Townhome Development]

BACKGROUND

The property is generally located south of Main Street and east of Greenville Avenue. The property to the north is zoned Community Facilities CF and Planned Development PD No. 113 Townhome Residential TH. The property to the east is zoned Community Facilities CF and Townhome Residential TH. To the south, the property is zoned Townhome Residential TH. To the west (across Greenville Avenue, the property is zoned Single-Family Residential R-3.

The property is currently zoned Single-Family Residential R-3. The applicant is requesting to change the zoning by creating a Planned Development for a townhome development, and adopting Development Regulations, a Concept Plan, Open Space Plan, and Building Elevations for the property.

The proposed residential development is approximately 6.245± acres. The Concept Plan shows a total of nineteen (19) residential lots. All lots have a minimum lot size of 24'X90' (2,160 square feet) and will be front-entry with a minimum dwelling unit area of 2,000 square feet. The gross lot density equates to 3.04 units/acre.

The Concept Plan also shows four (4) open space lots. Open Space provided meets ALDC standards. The Open Space plan shows proposed amenities such as benches, a water feature, and a park.

There are three (3) access points into the development. The primary access point is on Greenville Avenue. A secondary, emergency access point is also shown on Greenville Avenue. A third access point is provided through the existing alley on the south. Screening for the property will consist of an eight foot (8') masonry screening wall on the west (along Greenville Avenue) adjacent to the townhome development.

Screening will continue along Greenville Avenue to the north of the townhome development (adjacent to the floodplain) through an eight foot (8') wrought-iron fence where permitted by the Engineering Department. The eight foot (8') wrought-iron fence is also proposed on the northern boundary of the townhome development (adjacent to the floodplain).

Primary building materials, shown on the three types of building elevations are brick and stone. Garage doors and driveways will be enhanced and treated.

The development regulations include design standards to establish the Planned Development, including minimum dwelling unit size, driveways, screening, floodplain reclamation, and a regulation to remove the structure in the floodplain.

On October 4, 2016, the Planning and Zoning Commission recommended approval of the request.

Since the Planning and Zoning Commission meeting, the applicant sent out another flyer to adjacent residents and offered three meetings at the Allen Public Library on October 8, October 15, and October 23.

LEGAL NOTICES

Public Hearing Sign - September 21, 2016

Public Hearing Notices - September 23, 2016

Newspaper Notice - October 6, 2016

STAFF RECOMMENDATION

Staff recommends approval of the request.

MOTION

I make a motion to Adopt Ordinance No. _____ to amending the zoning from Single-Family Residential R-3 to a Planned Development for Townhome Residential District TH, and Adopt a Concept Plan, Open Space Plan, Development Regulations and Building Elevations; for a 6.245± acre tract of land, Generally Located South of Main Street and East of Greenville Avenue. [Ashwood Creek

Place: Townhome Development]

ATTACHMENTS:

Ordinance

Property Notification Map

Draft Minutes from the October 4, 2016 P&Z Meeting

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP, AS PREVIOUSLY AMENDED, RELATING TO THE USE AND DEVELOPMENT OF A 6.245± ACRE TRACT OF LAND IN THE HENRY WETSEL SURVEY, ABSTRACT NO. 977, PRESENTLY ZONED AS “R-3” SINGLE-FAMILY RESIDENTIAL BY CHANGING THE ZONING TO CREATE “PD” PLANNED DEVELOPMENT NO. 123 WITH A BASE ZONING OF “TH” TOWNHOME RESIDENTIAL DISTRICT AND ADOPTING DEVELOPMENT REGULATIONS, A CONCEPT PLAN, OPEN SPACE PLAN, AND BUILDING ELEVATIONS; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1. The Allen Land Development Code Zoning Regulations and the Zoning Map of the City of Allen, Collin County, Texas, as previously amended, be further amended relating to the use and development regulations of a 6.245± acre tract of land in the Henry Wetsel Survey (“the Property”) described in “Exhibit A,” attached hereto and incorporated herein by reference, which is presently zoned as “R-3” Single-Family Residential by changing the zoning to create “PD” Planned Development No. 123 with a base zoning of “TH” Townhome Residential District to be used and developed in accordance with the use and development regulations set forth in Section 2 of this Ordinance.

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

- A. BASE ZONING DISTRICT:** The Property shall be developed and used only in accordance with the “TH” Townhome Residential District standards of the ALDC, except as otherwise provided in this Ordinance.
- B. CONCEPT PLAN:** The Property shall be developed in general conformance with the Concept Plan attached hereto as Exhibit “B,” and incorporated herein by reference. Minor modifications to streets that do not alter the general alignment shown on the Concept Plan may be made at the time of platting.
- C. BUILDING ELEVATIONS:** Buildings constructed on the Property shall be designed and developed in general conformance with the Building Elevations attached hereto as Exhibit “C,” and incorporated herein by reference.

- D. OPEN SPACE:** The development of the Property shall include development of open space as shown on the Open Space Plan attached hereto as Exhibit “D,” and incorporated herein by reference.
- E. MINIMUM DWELLING UNIT SIZE:** 2,000 square feet.
- F. DRIVEWAYS:** The driveways shall be textured and treated with a decorative concrete aggregate.
- G. SCREENING:** Screening on the Property shall be developed in general conformance with the Concept Plan (Exhibit “A”). No building permit shall be issued until the fence permit has been issued and screening wall construction begun. No final building inspections shall be conducted for any building constructed on the property until the Director of Community Development or designee has determined that construction and installation of all required screening has been completed.
- H. FLOODPLAIN RECLAMATION:** No application for final plat of the Property shall be considered for approval by the Planning and Zoning Commission until the owner or developer establishes to the reasonable satisfaction of City’s Director of Engineering that the floodplain reconfiguration shown on the Concept Plan complies with City policy prohibiting any floodplain changes adversely impacting the floodplain by creating a rise or increase in velocity and/or a decrease in valley storage within the floodplain area and/or a rise in the 100-year fully urbanized water surface elevation. An amendment to the Concept Plan shall be required if compliance with the foregoing floodplain policy cannot be achieved without revising the general layout of lots as set forth on the Concept Plan.
- I. REMOVAL OF STRUCTURE IN FLOODPLAIN:** Any existing structures in the floodplain (Lot 8, Block B) must be removed from the floodplain by owner prior to the issuance of any development or grading permit.

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

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

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

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 25TH DAY OF OCTOBER 2016.

APPROVED:

Stephen Terrell, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
(KBL:10-14-16:80529)

Shelley B. George, TRMC, CITY SECRETARY

EXHIBIT "A"
DESCRIPTION OF PROPERTY

Being a 6.245 acre tract of land situated in the Henry Wetzel Survey, Abstack No. 977, being a portion of the tract of land conveyed to Clark W. Fishel and Iva W. Fishel recorded in Volume 3402, Page 358, D.R.C.C.T. Same being a portion of the tract of land conveyed to Clark W. Fishel and Iva W. Fishel recorded in Volume 3402, Page 353, D.R.C.C.T. and being more particularly described as follows:

COMMENCING at a steel rod with cap stamped "Roome" found for the most westerly northwest corner of said Fishel tract recorded in Volume 3402, Page 358 and being in the easterly right-of-way line of State Highway 5;

THENCE along said east right of way line of State Highway 5 and the Northwest property line of said Fishel Tract, North 30 degrees 44 minutes 17 seconds East, a distance of 234.24 feet to a point;

THENCE North 33 degrees 21 minutes 00 seconds East, a distance of 193.84 feet to a Texas State Highway Monument;

THENCE North 43 degrees 19 minutes 56 seconds East, a distance of 51.27 feet to a Texas State Highway Monument;

THENCE North 30 degrees 44 minutes 17 seconds East, a distance of 75.00 feet to an iron rod;

THENCE South 59 degrees 15 minutes 43 seconds East, a distance of 35.00 feet to a point for corner;

THENCE North 30 degrees 44 minutes 17 seconds East, a distance of 81.41 feet to a point for corner;

THENCE South 50 degrees 25 minutes 54 seconds East, a distance of 39.29 feet to a point;

THENCE South 19 degrees 30 minutes 19 seconds East, a distance of 399.58 feet to a point;

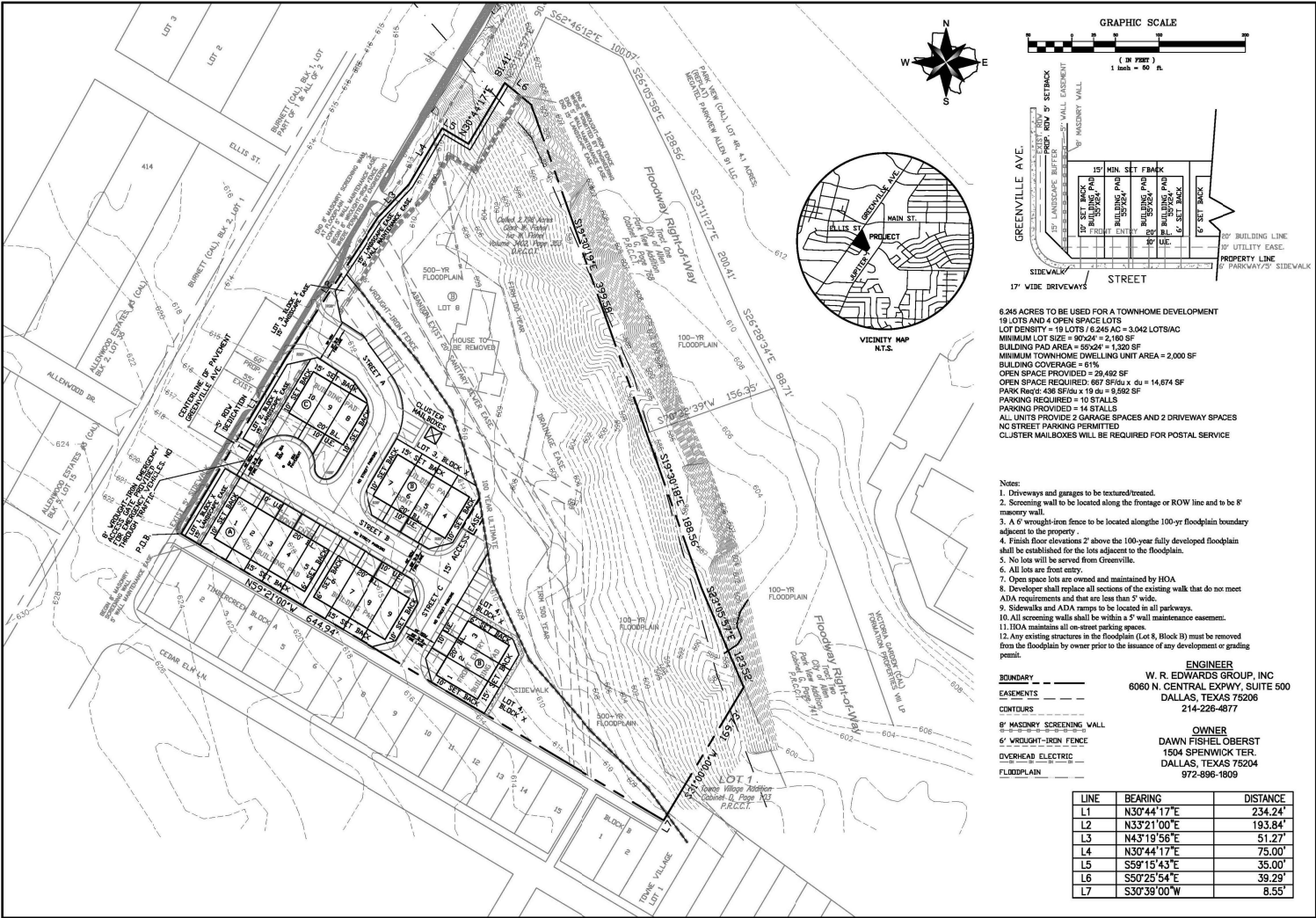
THENCE South 19 degrees 30 minutes 18 seconds East, a distance of 188.56 feet to a point;

THENCE South 23 degrees 05 minutes 57 seconds East, a distance of 123.52 feet to a point for corner;

THENCE South 31 degrees 00 minutes 00 seconds West, a distance of 169.73 feet to an iron rod;

THENCE South 30 degrees 39 minutes 00 seconds West, a distance of 8.55 feet to a set "X" for corner;

THENCE North 59 degrees 21 minutes 00 seconds West, a distance of 644.94 feet to the POINT OF BEGINNING and containing a computed area of 6.245 acres of land, more or less.



6.245 ACRES TO BE USED FOR A TOWNHOME DEVELOPMENT
19 LOTS AND 4 OPEN SPACE LOTS
LOT DENSITY = 19 LOTS / 6.245 AC = 3.042 LOTS/AC
MINIMUM LOT SIZE = 80,624' = 2,160 SF
BUILDING PAD AREA = 65,024' = 1,320 SF
MINIMUM TOWNHOME DWELLING UNIT AREA = 2,000 SF
BUILDING COVERAGE = 61%
OPEN SPACE PROVIDED = 29,462 SF
OPEN SPACE REQUIRED: 667 SF/du x du = 14,674 SF
PARK REQ'D: 436 SF/du x 19 du = 8,282 SF
PARKING REQUIRED = 10 STALLS
PARKING PROVIDED = 14 STALLS
ALL UNITS PROVIDE 2 GARAGE SPACES AND 2 DRIVEWAY SPACES
NO STREET PARKING PERMITTED
CLUSTER MAILBOXES WILL BE REQUIRED FOR POSTAL SERVICE

- Notes:
1. Driveways and garages to be textured/treated.
 2. Screening wall to be located along the frontage or ROW line and to be 6' masonry wall.
 3. A 6' wrought-iron fence to be located along the 100-yr floodplain boundary adjacent to the property.
 4. Finish floor elevations 2' above the 100-year fully developed floodplain shall be established for the lots adjacent to the floodplain.
 5. No lots will be served from Greenville.
 6. All lots are front entry.
 7. Open space lots are owned and maintained by HOA.
 8. Developer shall replace all sections of the existing walk that do not meet ADA requirements and that are less than 5' wide.
 9. Sidewalks and ADA ramps to be located in all parkways.
 10. All screening walls shall be within a 5' wall maintenance easement.
 11. HOA maintains all on-street parking spaces.
 12. Any existing structures in the floodplain (Lot 8, Block B) must be removed from the floodplain by owner prior to the issuance of any development or grading permit.

ENGINEER
W. R. EDWARDS GROUP, INC.
6060 N. CENTRAL EXPY, SUITE 500
DALLAS, TEXAS 75206
214-226-4877

OWNER
DAWN FISHEL OBERST
1504 SPENWICK TER.
DALLAS, TEXAS 75204
972-896-1809

LINE	BEARING	DISTANCE
L1	N30°44'17"E	234.24'
L2	N33°21'00"E	193.84'
L3	N43°19'56"E	51.27'
L4	N30°44'17"E	75.00'
L5	S59°15'43"E	35.00'
L6	S50°25'54"E	39.29'
L7	S30°39'00"W	8.55'



W. R. EDWARDS GROUP, INC.
wredwardsgroup.com
Civil Engineering Design, Since 2004
6060 N. Central Expy, Suite 500 • Dallas, Texas 75206 • (214) 226-4877

REVISIONS	DATE
1/A	
2/A	
3/A	
4/A	

DESIGNED:	DRAWN:	CHECKED:	DATE:
WRE	WRE	WRE	8/16/16

PD CONCEPT PLAN
ASHWOOD CREEK PLACE
ALLEN, TEXAS

PROJECT NO:
1502801
SHEET NO:
1.0

EXHIBIT "B"
CONCEPT PLAN

EXHIBIT "C" **BUILDING ELEVATIONS**

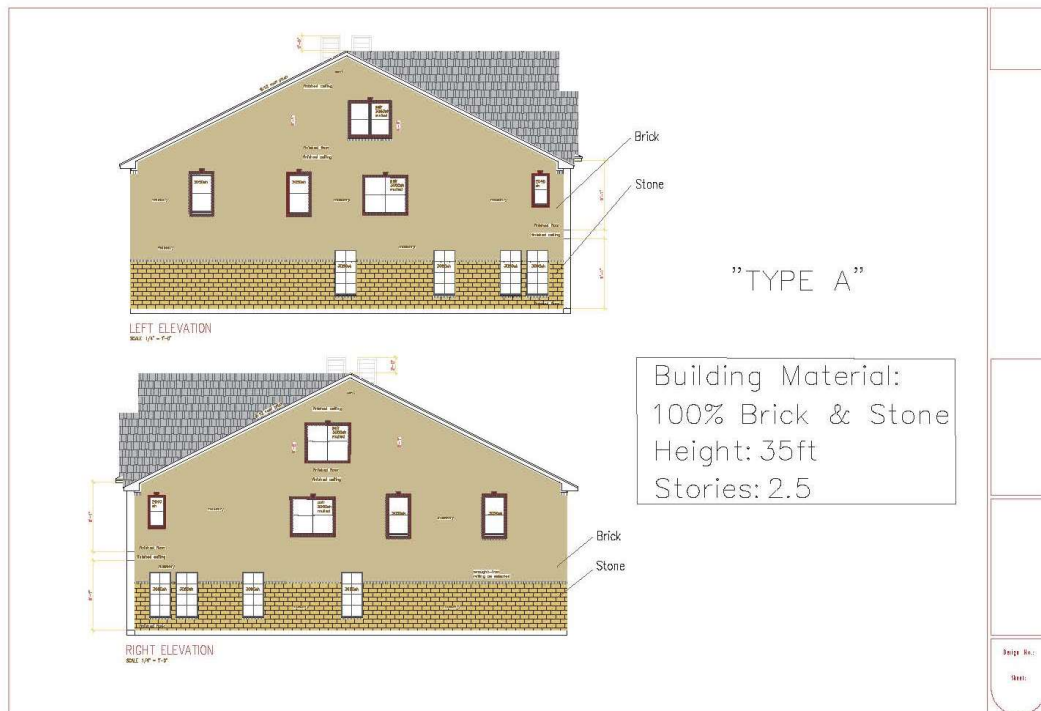


EXHIBIT "C" **BUILDING ELEVATIONS cont.**

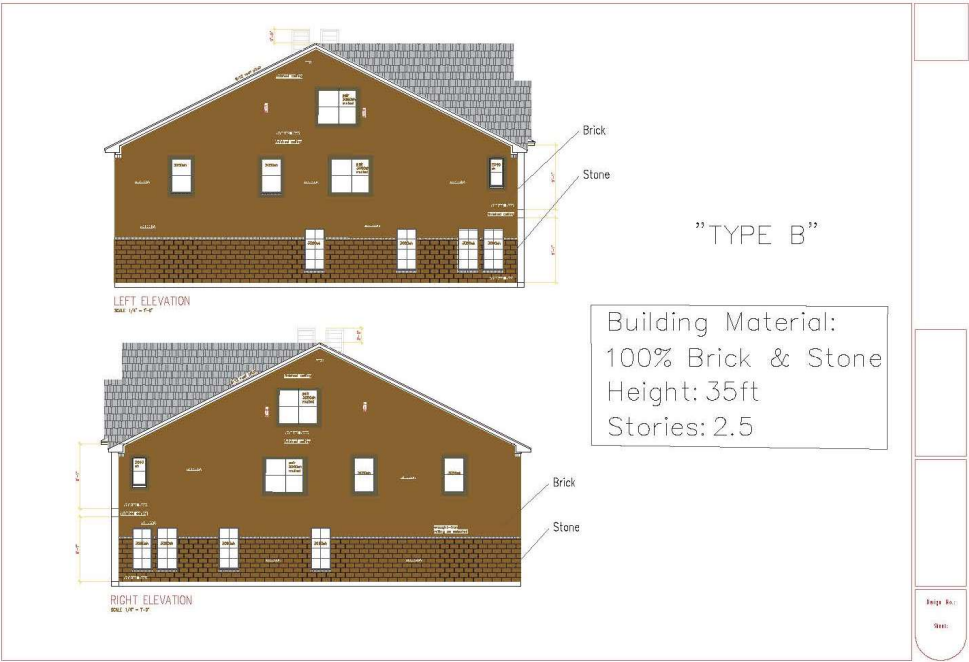
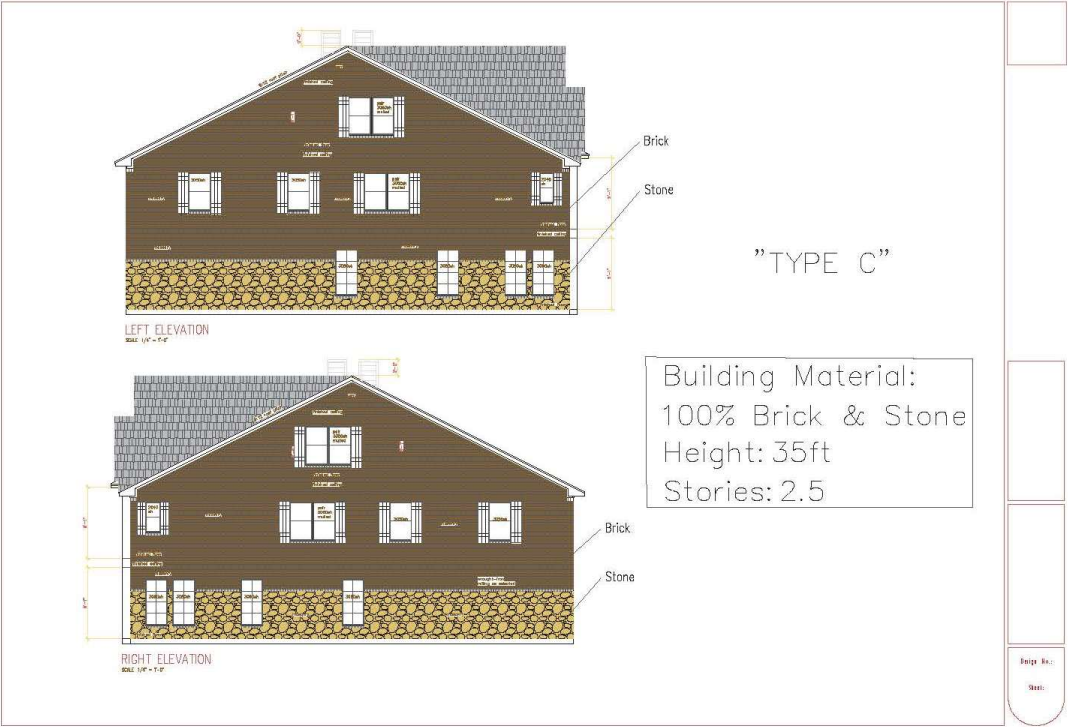
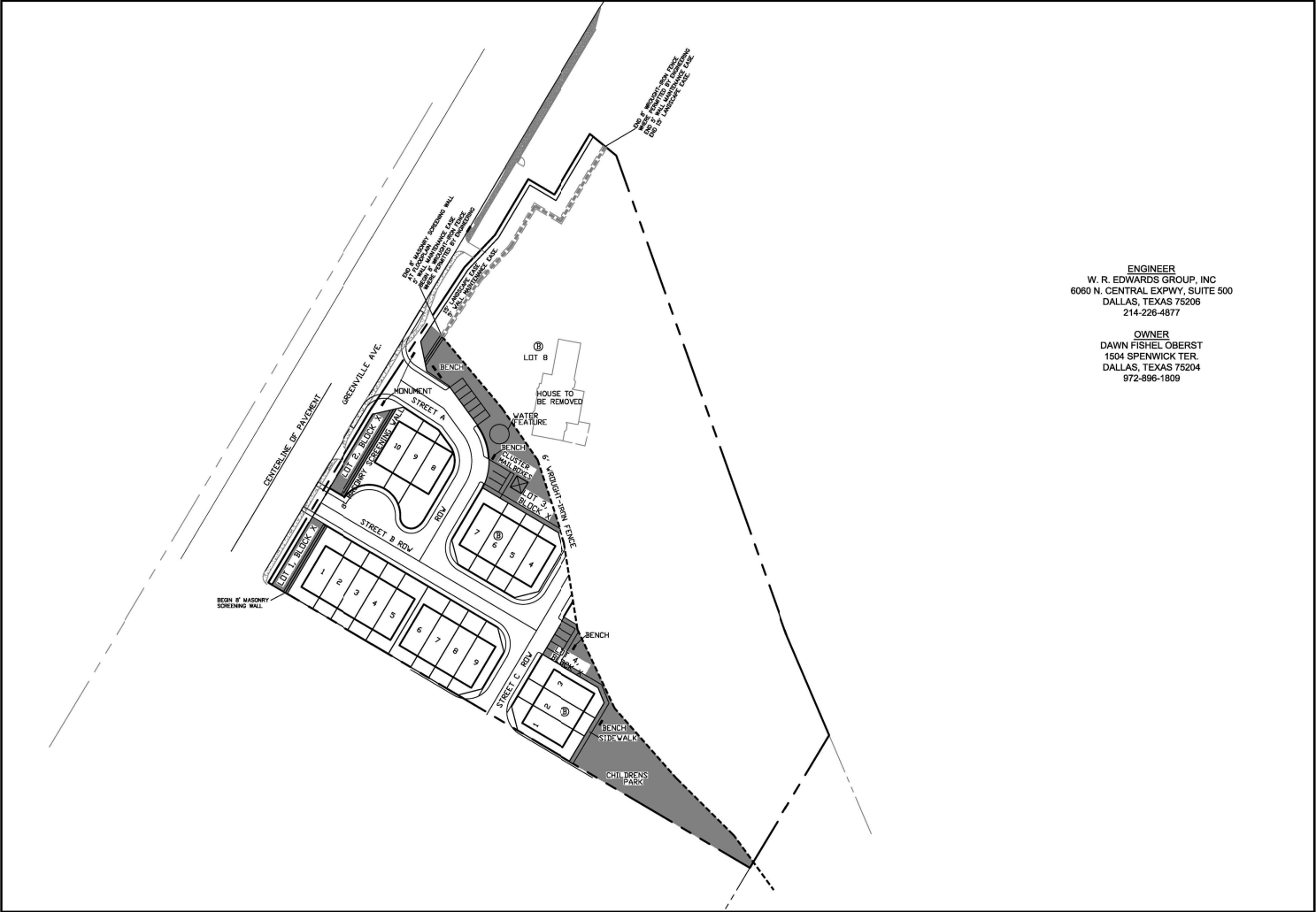


EXHIBIT "C" **BUILDING ELEVATIONS cont.**





ENGINEER
W. R. EDWARDS GROUP, INC.
6060 N. CENTRAL EXPWY, SUITE 500
DALLAS, TEXAS 75206
214-226-4877

OWNER
DAWN FISHEL OBERST
1504 SPENWICK TER.
DALLAS, TEXAS 75204
972-896-1809



W. R. EDWARDS GROUP, INC.
wredwardsgroup.com
Civil Engineering Design, Since 2004
6060 N. Central Expwy, Suite 500 • Dallas, Texas 75206 • (214) 226-4877

REVISIONS		DATE
1	A	
2	A	
3	A	
4	A	
DESIGNED:	DRAWN:	CHECKED:
DATE:	DATE:	DATE:
8-16-2016	8-16-2016	8-16-2016

OPEN SPACE PLAN
ASHWOOD CREEK PLACE
ALLEN, TEXAS

PROJECT NO:
1502801
SHEET NO:
1.0

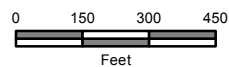
EXHIBIT "D"
OPEN SPACE PLAN



Property Ownership Notification
Ashwood Creek

Map Legend

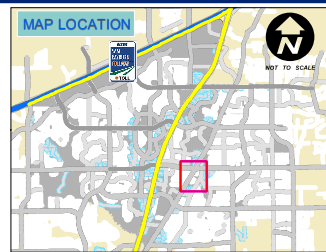
-  200' Notification Buffer
-  Railroad
-  Public Rezone
-  CollinCAD Parcels



Community Development - GIS

Date Saved: 9/21/2016

NOTE: This map is only for illustration purpose only, please contact the City of Allen Planning & Development Department for specific rules and regulations.



October 4, 2016 Planning and Zoning Commission Meeting Minutes

Public Hearing – Conduct a Public Hearing and consider a request to change the zoning to a Planned Development for Townhome Residential District TH, and adopt a Concept Plan, Open Space Plan, Development Regulations and Building Elevations; being a 6.245+/- acre tract of land in the Henry Wetsel Survey, Abstract No. 977, generally located south of Main Street and east of Greenville Avenue. (Z-2/29/26-22) [Ashwood Creek Place]

Ms. Kulkarni stated that the property is generally located south of Main Street and east of Greenville Avenue. The property to the north is zoned Community Facilities CF and Planned Development PD No. 113 Townhome Residential TH. The property to the east is zoned Community Facilities CF and Townhome Residential TH. To the south, the property is zoned Townhome Residential TH. To the west (across Greenville Avenue), the property is zoned Single-Family Residential R-3.

Ms. Kulkarni said the property is currently zoned Single-Family Residential R-3. The applicant is requesting to change the zoning by creating a Planned Development for a townhome development, and adopting Development Regulations, a Concept Plan, Open Space Plan, and Building Elevations for the property.

Ms. Kulkarni stated that staff recognizes that this property is bounded to the north by a floodplain and is also a triangular shaped property. It is also considered infill. She stated that this is a difficult piece to develop due to these constraints.

The proposed residential development is approximately 6.2± acres. The Concept Plan shows a total of nineteen residential lots. All lots have a minimum lot size of 24'X90' (2,160 square feet) and will be front-entry with a minimum dwelling unit area of 2,000 square feet, exceeding the minimum area per the ALDC. The gross lot density equates to 3.04 units/acre.

Ms. Kulkarni said that the Concept Plan also shows four open space lots. Open Space provided meets ALDC standards. The Open Space plan shows proposed amenities such as benches, a water feature, and a park for the residents.

There are three access points into the development. The primary access point is on Greenville Avenue. A secondary, emergency access point is also shown on Greenville Avenue. A third access point is provided through the existing alley on the south to satisfy Community Services to ensure waste services can be adequately provided.

Screening for the property will consist of an eight-foot masonry screening wall on the west (along Greenville Avenue) adjacent to the townhome development. Screening will continue along Greenville Avenue to the north of the townhome development (adjacent to the floodplain) through an eight foot wrought-iron fence where permitted by the Engineering Department. The eight foot wrought-iron fence is also proposed on the northern boundary of the townhome development (adjacent to the floodplain).

Primary building materials, shown on the three types of building elevations, are brick and stone. Garage doors and driveways will be enhanced and treated.

Ms. Kulkarni summarized the development regulations:

- Base Zoning District: Townhome Residential District TH.
- Concept Plan: The Property shall be developed in general conformance with the Concept Plan.

-Building Elevations: The Property shall be developed in general conformance with the Building Elevations.

-Open Space: The development of the Property shall include development of open space as shown on the Open Space Plan.

-Minimum Dwelling Unit Size: 2,000 square feet.

-Driveways: The driveways shall be textured and treated with a decorative concrete aggregate.

-Screening: Screening on the Property shall be developed in general conformance with the Concept Plan. No building permit to be issued until the fence permit has been issued and screening wall construction begun. No final building inspections to be conducted the construction and installation of all required screening has been completed.

-Floodplain Reclamation: No application for Final Plat of the Property shall be considered for approval by P&Z until the owner or developer establishes through reasonable satisfaction of the Director of Engineering that the floodplain reconfiguration shown on the Concept Plan complies with City policy prohibiting adverse impact to the floodplain

-Removal of Structure in Floodplain: Any existing structures in the floodplain (Lot 8, Block B) must be removed from the floodplain by owner prior to the issuance of any development or grading permit.

The request has been reviewed by the Technical Review Committee.

Ms. Kulkarni stated that there were a few letters of opposition. She stated that one of the concerns is regarding lack of privacy in the alley. She said that connections to the alley are typically avoided; however, this condition is proposed because of Community Services. Another concern was regarding the value of the neighborhood and Section 8 Housing. Ms. Kulkarni stated that this is not Section 8 Housing, but the applicant could address that concern and provide more information. Ms. Kulkarni stated that another concern is regarding overcrowding and traffic. She stated that this development will add nineteen more lots; however, traffic and access points were vetted by the Engineering Department.

Commissioner Ogrizovich asked if the two homes and the barn would be removed.

Ms. Kulkarni said yes, the two structures would be removed with the development. Another structure will also be removed because it is in the floodplain.

Chairman Cocking opened the public hearing.

Mai Moughayar, 410 Allenwood Dr., Allen, Texas, spoke in opposition to the request. She had concerns regarding losing the peaceful atmosphere of the barn and farm that she can see from her property.

Chairman Cocking read a response from Erin Cook, 203 S. Greenville Ave., Allen, Texas, who was listed as opposed. The response said that the area is beautiful and relaxing. She urged the Commission to vote for aesthetics and less traffic.

Ronald Croffe, 5146 Pond Springs Cr., Allen, Texas, spoke in opposition to the request. He had concerns regarding the row of bushes around the alley and asked if this would be removed.

Kenneth O'Brien, 536 Cedar Elm Ln., Allen, Texas, spoke in opposition to the request. He had concerns about traffic flow on Greenville Ave. and parking on Cedar Elm. He had concerns about water runoff being controlled and about creek erosion. He also voiced concerns regarding the wildlife in the area being uprooted. He had privacy concerns with the two story townhomes potentially being able to overlook the alley. He also stated concerns regarding school zoning and stated that he would like to see a park built in this area.

Sherilyn Kunkel, 9 Cedar Elm Cr., Allen, Texas, spoke in opposition to the request. She had concerns regarding traffic in the area. She also voiced a concern on school zoning, asking where the children would go to school. She voiced concern regarding the houses along the creek. She also had concerns regarding the traffic in the area.

Sudhir Toorpu, 201 & 203 S. Greenville Ave., Allen, Texas, Applicant, spoke in favor of the request. He said that much of the development will remain untouched and stated that he spent 8-9 months researching the property due to the floodplain. He said that the townhomes will have front entry garages which will allow visitors and family members to park on the driveway. He said that there are an additional twelve parking spaces on the property. He also said that this will not be Section 8 Housing, but will be high-end townhomes.

William Edwards, 6060 N. Central Expy., Allen, Texas, Engineer, spoke in favor of the request. He said he is available for any questions.

Mr. Gifford James, 535 Cedar Elm Ln, Allen, Texas, voiced concerns on traffic in the area and wanted to know if there was anything the public can do to stop the development. He also voiced concerns regarding safety.

Chairman Cocking closed the public hearing.

The following residents submitted citizen responses:

- Dorothy A. O'Brien, 536 Cedar Elm Ln., Allen, Texas – Opposed
- Linda Robinson, 414 Ellis Ln., Allen, Texas – Opposed
- Warren Andrews, 513 S. Cedar Elm Ln., Allen, Texas – Opposed
- Gifford James, 535 Cedar Elm Ln, Allen, Texas – Opposed

Chairman Cocking asked for further explanation on parking for this development.

Ms. Kulkarni said that the requirement is for two spaces to be provided in the garage and two spaces to be provided on the driveway. Additionally, one visitor space is required per every two townhomes. The visitor parking requirement is ten spaces. The applicant is providing twelve, more than the required amount.

Chairman Cocking asked about drainage concerns.

Chris Flanigan, Director of Engineering, said that the applicant submitted a flood study that identified the regulatory floodplain as well as the creek under fully developed conditions, which is a more conservative standard than that employed by the Federal government. Mr. Flanigan explained that the City is requiring a wider berth than what would be required on floodplain maps. Mr. Flanigan said that the best defense against erosion on any riverine system would be preservation of vegetation. By setting the development back from the creek bank, the trees and grasses can hold back the bank to prevent erosion.

Chairman Cocking asked if Mr. Flanigan was confident that this development would not exacerbate any downstream flooding concerns.

Mr. Flanigan said that the development submitted has demonstrated, through floodplain analysis and a flood study, that the development would be setback a sufficient distance from the creek.

Chairman Cocking asked about concerns regarding traffic.

Mr. Flanigan said that Engineering staff has evaluated the access constraints. The proposed Street A as it connects to Greenville Avenue connects at a point that meets separation distances regarding driveway spacing. Mr. Flanigan stated that a continuous left turn lane provides adequate access. Traffic may back up during peak times heading north, but this situation exists throughout the community.

Chairman Cocking asked about concerns with cut-through traffic both from the proposed new development and traffic from Cedar Elm.

Mr. Flanigan said that the drivers in the older neighborhood would probably not cut-through the newer neighborhood to access Greenville Avenue.

Chairman Cocking asked about Allen ISD input during the TRC process.

Ms. Kulkarni said that there is a representative from Allen ISD at the TRC meetings, and the representative did not voice any concerns.

2nd Vice-Chair Platt said that there were privacy concerns regarding the bush hedge row. He asked if this will remain or not.

Mr. Garry Nale, Builder, said that keeping the hedge row would be determined once they get on the site. He said that they would leave as many trees as possible, but that if trees are too close to the buildings, then they would be removed.

Chairman Cocking asked about the price point for the townhomes.

Mr. Nale said that the townhomes will be in the \$200,000 range.

Chairman Cocking said that there was one question about turning this area into a park. He explained that the City does not own the land; it is owned by an individual.

Chairman Cocking said that there were questions about crime and police protection. He asked who is the best person to contact.

Mr. Bo Bass, Director of Community Development, said that for any policing issues, individuals should contact Chief Harvey.

Chairman Cocking asked if the developer has had a meeting with the homeowners in the adjacent area.

Mr. Toorpu said that he sent out flyers before the public hearing, but did not have a meeting with the residents. Mr. Toorpu said that he provided his e-mail and phone number on the flyers, but had not been contacted by the residents.

Chairman Cocking asked if Mr. Toorpu had an informational meeting for neighborhood members to discuss the property in advance.

Mr. Toorpu said that the notification was sent through the flyers and that he did not set up a meeting. He was open to receiving any e-mails or phone calls for setting up a meeting. Mr. Toorpu said that he did not think it was necessary to set up a meeting.

Chairman Cocking said to develop in Allen, it is always necessary to try to reach out.

Mr. Toorpu provided the flyer to the Commissioners that was sent out. Mr. Toorpu said that flyers were sent on September 20th, 2016, and that he did not receive any calls or e-mails of concerns.

Chairman Cocking said that he recommended spending time with surrounding residents because of the opposition to this development.

Commissioner Mangrum asked if the flyer was mailed or put on the doors.

Mr. Toorpu said that it was put on the doors.

Chairman Cocking asked about proposed Street C being connected to an alley on an adjacent property. He said that the City typically does not connect properties by putting a road into an alley. Chairman Cocking asked about alternatives.

Mr. Flanigan stated that this property is unique. Fire Department apparatus requires a cul-de-sac or a hammer head. The Fire Department decided to go with a hammer head operation to provide service to Lots 1-3; allowing the fire apparatus to back up and exit the access points off of Greenville Avenue. The other reason is to allow Solid Waste to service this area.

Chairman Cocking asked if there was a way to have controlled access for waste services.

Mr. Flanigan said that the City's waste hauler does not have a way to do this; it does not have a clicker or a Knox box like the Fire Department to unlock the gate.

Chairman Cocking asked if there were other ways for waste disposal such as having shared dumpsters.

Mr. Flanigan said this is not a multi-family development. This is a single-family development for which dumpsters are typically not used.

Chairman Cocking said that not having the street connect to the alley would isolate the subdivision from the other one, but by having the street, it removes the isolation.

Mr. Flanigan said the only option would be to convert Lots 1-3 into a cul-de-sac. By doing so, the property would lose the three lots.

Commissioner Orr asked about the purpose of the cul-de-sac at the front of the property.

Ms. Kulkarni said that the cul-de-sac is provided for waste services to turn around and it is required for the right-hand pick up.

Commissioner Ogrizovich said that a lot of the concerns appear to be pre-existing issues. This development may exacerbate these issues, but they are already existing.

Commissioner Orr said that his concern is that the developer did not have a meeting with the residents to allow the residents to voice their opinions.

Commissioner Mangrum stated that she agreed with Commissioner Ogrizovich and Commissioner Orr and that she can support the project.

1st Vice-Chair Trahan said that Commissioner Ogrizovich stated some good points; that a lot of the concerns precede this development.

Commissioner Hollingsworth stated that all of his questions and concerns have been addressed.

2st Vice-Chair Platt said that he sees more of a possibility of people on Cedar Elm cutting through the proposed development instead of going through the alley, and that he cannot see a solution to the waste collection.

Chairman Cocking said that he does not like the proposed Street C and that Lots 1-3 should be a cul-de-sac to allow for the two properties to be isolated.

Motion: **Upon a motion by 1st Vice-Chair Trahan, and a second by Commissioner Hollingsworth, the Commission voted 6 IN FAVOR, and 1 OPPOSED (Chairman Cocking) to approve a request to change the zoning to a Planned Development for Townhome Residential District TH, and adopt a Concept Plan, Open Space Plan, Development Regulations and Building Elevations; being a 6.245+/- acre tract of land in the Henry Wedsel Survey, Abstract No. 977, generally located south of Main Street and east of Greenville Avenue. (Z-2/29/26-22) [Ashwood Creek Place]**

The motion carried.

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

October 25, 2016

SUBJECT:

Conduct a Public Hearing and Adopt an Ordinance Amending the Zoning from Corridor Commercial "CC" to a Planned Development for a Data Center Use, and Adopt a Concept Plan, Building Elevations, Screening Plan, and Development Regulations for a 12.000+/- Acre Portion of Land Generally Located North of Allen Commerce Parkway and West of US Highway 75. [Compass Datacenters: Data Center Development]

STAFF RESOURCE:

Madhuri Mohan, AICP, Senior Planner

BOARD COMMISSION ACTION:

On October 18, the Planning and Zoning Commission voted 7 in favor (Commissioners Cocking, Trahan, Hollingsworth, Platt Jr., Mangrum, Orr, and Ogrizovich) and 0 opposed to recommend approval of the request to change the zoning from Corridor Commercial "CC" to a Planned Development for a Data Center use and adopt a Concept Plan, Building Elevations, Screening Plan, and Development Regulations for a 12.000+/- acre portion of land situation in the George Phillips Survey, Abstract No. 701; generally located north of Allen Commerce Parkway and west of US Highway 75.

ACTION PROPOSED:

Conduct a Public Hearing and Adopt an Ordinance Amending the Zoning from Corridor Commercial "CC" to a Planned Development for a Data Center Use, and Adopt a Concept Plan, Building Elevations, Screening Plan, and Development Regulations for a 12.000+/- Acre Portion of Land Generally Located North of Allen Commerce Parkway and West of US Highway 75. [Compass Datacenters: Data Center Development]

BACKGROUND

The property is generally located north of Allen Commerce Parkway and west of US Highway 75. The property to the north is zoned Community Facilities CF. To the west, the property is zoned Agriculture Open Space AO. The properties to the south (across Allen Commerce Parkway) are zoned Planned Development PD No. 102 Corridor Commercial CC and Corridor Commercial CC. The property to the east is zoned Corridor Commercial CC.

The applicant is proposing to construct a Data Center on the 12-acre site which is currently zoned Corridor Commercial CC. The Data Center will store, manage, and process data and information. Due to the individuality of the applicant's use, a Planned Development has been prepared to outline the uses and design for the property. The applicant is proposing to adopt Development Regulations, a Concept Plan, Screening Plan, and Building Elevations for the property. The proposed data center building is approximately 87,000 square feet, to be constructed in three phases. There are two points of access into the development; both on Allen Commerce Parkway. Both entrances will be gated. The entrance on the eastern side is the main entrance for employees. The entrance on the western side is provided as a secondary, emergency access point.

There is no minimum parking requirement for Data Centers. Data Centers typically have low on-site personal, as evidenced by the Cisco project. Open Space provided exceeds Allen Land Development Code standards.

The applicant is proposing to secure and screen the Data Center with a combination of screening, as shown in the Screening Plan. Perimeter fencing will consist of an eight foot (8') wrought iron fence with trees and landscaped berms. An eight foot (8') precast screening wall is proposed on the southern section of the equipment yards facing Allen Commerce Parkway. The remaining screening will consist of an eight foot (8') black chain link fence enclosing the equipment yards.

The building will be one (1) story with a general height of 27 feet. The building will be constructed of pre-cast concrete, as shown in the building elevations.

The draft ordinance includes the development regulations which are specifically tailored to the Data Center use, such as:

- Permitted uses related to the Data Center, including accessory uses such as on-site electricity generation
- Miscellaneous items
- Language regarding detention pond maintenance and wastewater facilities

On October 18, 2016, the Planning and Zoning Commission recommended approval of the request.

LEGAL NOTICES

Public Hearing Sign - Installed October 5, 2016
Public Hearing Notices - Mailed October 7, 2016
Newspaper Notice - October 6, 2016

STAFF RECOMMENDATION

Staff recommends approval of the request.

MOTION

I make a motion to Adopt Ordinance No. _____ amending the zoning from Corridor Commercial "CC" to a Planned Development for a Data Center use, and adopt a concept plan, building elevations, screening plan, and development regulations for a 12.000+/- acre portion of land generally located north of Allen Commerce Parkway and west of US Highway 75.

ATTACHMENTS:

Ordinance

Property Notification Map

Draft Minutes from the October 18, 2016 P&Z Meeting

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE ZONING REGULATIONS AND ZONING MAP, AS PREVIOUSLY AMENDED, BY GRANTING A CHANGE IN ZONING FROM “CC” CORRIDOR COMMERCIAL TO “PD” PLANNED DEVELOPMENT NO. 124 FOR DATA CENTER RELATED USES ON 12.0± ACRES OUT OF THE GEORGE PHILLIPS SURVEY, ABSTRACT NO. 701, BEING FURTHER DESCRIBED IN EXHIBIT “A,” ATTACHED HERETO; ADOPTING DEVELOPMENT REGULATIONS, A CONCEPT PLAN, BUILDING ELEVATIONS, AND A SCREENING PLAN; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 1. The Allen Land Development Code Zoning Regulations and Zoning Map of the City of Allen, Texas, as amended, be further amended by granting a change in zoning from “CC” Corridor Commercial District to “PD” Planned Development No. 124 for Data Center Related Uses on 12.0± acres of land out of the George Phillips Survey, Abstract No. 701, City of Allen, Collin County, Texas, and being further described in Exhibit “A,” attached hereto, and being made a part hereof for all purposes (referred to hereafter as “the Property”).

SECTION 2. The Property shall be developed and used only in accordance with the applicable provisions of the Allen Land Development Code, as amended (“ALDC”) except as modified by the following Development Regulations:

- A. BASE ZONING DISTRICT:** The Property shall be developed and used only in accordance with “CC” Corridor Commercial Zoning District regulations except as otherwise provided herein.
- B. CONCEPT PLAN:** The Property shall be developed and used only in accordance with the Concept Plan attached hereto as Exhibit “B,” and incorporated herein by reference.
- C. BUILDING ELEVATIONS:**
 - (1) The buildings constructed on the Property shall be designed, developed and used only in accordance with the Building Elevations attached hereto as Exhibit “C,” and incorporated herein by reference.

- (2) Building elevations may include metal wall louvers, metal panels, and exposed aggregate concrete walls which may be significant components of the building facades.
- (3) Buildings are not required to have a minimum glazing percentage.

D. SCREENING PLAN. SCREENING, AND FENCES:

- (1) Screening walls and/or fences shall be constructed on the Property in accordance with the Screening Plan attached hereto as Exhibit “D,” and incorporated herein by reference.
- (2) Construction of all screening walls and fences shall be completed and approved by the Director of Community Development or designee prior to issuance of a certificate of occupancy for any building constructed on the Property.
- (3) Service yards shall be screened as shown on the Concept Plan.
- (4) Fences are permitted at any location on the Property, including within twenty (20) feet of intersections; provided, however, such fences shall at all times comply with City’s site distance requirements in the ALDC or other applicable City ordinances. Perimeter fencing shall be between eight and ten feet in height, excluding the height of the pickets, unless otherwise approved on a Concept Plan or Site Plan. Security fences may be topped with outward turned pickets which may extend an additional two feet above the maximum height permitted by this subsection. Perimeter fencing may be constructed of impact resistant steel, wrought iron or any other material identified on an approved Concept Plan or Site Plan. The security fencing for the equipment yard along the west and north sides of the property may be eight to ten feet in height, black epoxy coated chain link as shown on the Concept Plan. Staff may require City Council review and approval of any Site Plan showing perimeter fencing that does not meet the height or material requirements of this subsection.
- (5) In addition to fences, perimeter security bollards, vehicle barriers, boulders, knee-walls, and retaining walls shall be allowed as part of a continuous perimeter security system.
- (6) Mechanical equipment, exhaust stacks, and water storage tanks may be visible above screen walls or parapet conditions, provided the majority is screened from grade level view at the property line.

E. PERMITTED USES: The Property may be developed and used for any purpose allowed in the “CC” Corridor Commercial Zoning District as well as the following additional uses:

- (1) Data Center uses. For purposes of this ordinance, “Data Center” means a centralized repository for the storage, management, processing, conversion, and dissemination of data and information which may also house equipment that supports communications network infrastructure without actually being part of the physical network. The Data Center developed on the Property may house equipment that includes, but is not limited to, computers, servers, data storage devices, and related equipment reasonable necessary for the operation and support of the Data Center functions and use. Accessory uses may be developed in association with and in support of the development and use of the Data Center on the Property, including offices and accessory structures that include water storage tanks, cooling towers, network systems, fuel storage tanks, guardhouses and security offices, storage, chillers, electrical transformers, and engine generators.
- (2) For purposes of this ordinance, the term “load bank” means a device that develops an electrical load, applies the load to an electrical power source, and converts or dissipates the resultant

power output of the source for the purpose of placing electrical systems under load for periodic maintenance testing.

- (3) On-site electricity generation in accordance with the City of Allen noise ordinance, except as otherwise provided herein for emergencies. Any other on-site wind or solar generation must be clearly depicted on the Concept Plan or Site Plan. City staff may require City Council review and approval of any on-site electricity generation facilities shown on a Site plan if the facilities are visible from an adjacent public street.
 - (4) On-site water wells may be installed solely for irrigation and emergency use only.
 - (5) Utility substation allowed upon approval of a Specific Use Permit in accordance with the ALDC.
 - (6) Fuel storage and water storage shall be allowed on the Property in either above or below ground tanks, provided that tank construction and installation complies with applicable State law. There shall be no volume limits on fuel or water storage; provided, however,, use of fuel and water stored on the Property shall be restricted to providing power or water supply to the data center or its related operations. Fuel and water storage facilities shall be located in the service yard and screened from public street view.
 - (7) Surface gas well drilling is prohibited on the Property.
- F. MINIMUM YARD DEPTH AND WIDTH:** There is no minimum setback for fencing or guardhouses. Fencing and guardhouses shall be subject to site distance requirements in the Allen Land Development Code. Guard houses and gates shall provide for a turnaround of a WB-65 vehicle without the vehicle being required to reenter the street.
- G. OFF-STREET PARKING AND LOADING:** Off-street parking shall be provided as shown on the Concept Plan, or as otherwise approved on a Site Plan.
- H. ACCESS:** Access shall be provided as generally shown on the Concept Plan. Divided entry drives shall be allowed.
- I. LANDSCAPING:** The Property shall be developed in accordance with the landscaping requirements applicable to the “CC” Corridor Commercial Zoning District except as otherwise shown on the Concept Plan or an approved Site Plan or in instances in which security or LEED certification requirements necessitate modifications to the landscaping requirements applicable to the “CC” Corridor Commercial Zoning District. Without limiting the generality of the foregoing, low water planting material selections and yard maintenance procedures necessary to achieve LEED certification may be approved at the time of Site Plan approval. Any Site Plan that does not meet the landscaping requirements applicable to the “CC” Corridor Commercial Zoning District due to security or LEED certification requirements may be submitted to the City Council for review and approval.
- J. PROJECT PHASING AND SCHEDULING:** The Property may be developed in at least three phases.
- K. MISCELLANEOUS:**
- (1) The Concept Plan shall meet the submittal requirements of a Concept Plan and a General Development Plan, and the Concept Plan thus serves as the General Development Plan required by the Subdivision Regulations.

- (2) Lighting that does not meet the technical requirements of ALDC Section 7.03. may be approved at the time of Site Plan approval to the extent the modifications to lighting are necessary (a) to achieve credit towards LEED certification; (b) for security in connection with a data center use; or (c) for the typical operations of a data center use.
- (3) The operation of generators and other emergency equipment is allowed during and to the extent of any emergency as needed to maintain operations of the data center for a period not to exceed 45 days. The City may approve an extension of said 45 day period following receipt and review of a written request for such extension setting forth the nature of the emergency and the reasons for the extension. Noise levels associated with the use of emergency equipment, including, but not limited to, generators, are permitted to exceed the maximum noise levels authorized by the City of Allen Code of Ordinances during said 45-day period as extended.
- (4) Except as otherwise set forth in this Ordinance, there are no restrictions on:
 - (a) the hours of operation of a data center or its accessory uses, including, but not limited to, the hours of operation for generators, water storage tanks, or other uses or structures; or
 - (b) the staging and use of emergency vehicles and structures on the Property, including, but not limited to, mobile water trucks, mobile fuel trucks, mobile generators, mobile load banks, and mobile chillers.
- (5) Construction activities during initial construction of the data center it is permitted to occur on a 24 hour/7 day per week basis and weekends in two and three shifts.
- (6) The Property shall be developed, and detention shall be provided for the Property and remaining 23.3 ± acres to the east with the development of construction documents for the Property. The detention will be sized to detain the 35.3 ± acres to existing conditions with a pond system. Pass through of undeveloped drainage conditions will be provided for the 43.4 acres upstream of the Property. Amenities to the pond will be provided with the construction documents for the first stage of development on the remaining 23.3 ± acres. Maintenance of the pond will be provided by the owners of the Property and remaining 23.3 ± acres to the east. The drainage infrastructure within Lot 1, Block A (ponds, pipes, etc.) may be extended westerly within the proposed drainage area, as development upstream may require. There is no intent to impose a requirement for the drainage infrastructure or the proposed drainage area within Lot 2, Block A to be modified as a result of upstream development.

L. WASTEWATER FACILITIES: At the time of development of the Property, the existing City eight-inch (8.0") wastewater line shall be extended to the western property line of the Property for possible connection in the future. The extension of the wastewater line shall be contained within an exclusive wastewater easement approved by City and be of sufficient width as reasonably determined by the City Director of Engineering. The extension of the wastewater line must be completed and accepted by the City prior to the issuance of a certificate of occupancy for and building constructed on the Property.

M. DETENTION POND MAINTENANCE: Owner shall provide the City a copy of a fully-executed agreement that perpetually provides for routine maintenance and establishes responsibilities for cost related to the detention pond and related facilities, acceptable in form to the City of Allen, prior to application for building permit for the first building to be constructed on the Property.

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

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

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

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 25TH DAY OF OCTOBER 2016.

APPROVED:

Stephen Terrell, Mayor

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, City Attorney
(kbl:10/13/16:80454)

Shelley B. George, City Secretary

EXHIBIT "A"
DESCRIPTION OF PROPERTY

BEING a tract of land situated in the George Phillips Survey, Abstract No. 701, City of Allen, Collin County, Texas; and being part of a called 96.656-acre tract of land described in deed to Allen Commerce Center, L.P. recorded in Instrument No. 20061127001670390 of the Official Public Records of Collin County, Texas; and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with "WIER ASSOC. INC." cap found at the intersection of the west right-of-way line of U.S. Highway No. 75 (a variable width right-of-way) and the north right-of-way line of Allen Commerce Parkway (a variable width right-of-way) and being the beginning of a curve to the left having a central angle of 23°21'57", a radius of 885.00 feet, a chord bearing and distance of North 78°38'14" West, 358.42 feet;

THENCE with said north right-of-way line of Allen Commerce Parkway, the following courses and distances:

In a northwesterly direction, with said curve to the left, an arc distance of 360.91 feet to a 1/2-inch iron rod with "WIER ASSOC. INC." cap found for corner;

South 89°40'47" West, a distance of 391.04 feet to a 5/8-inch iron rod with "KHA" cap set for the **POINT OF BEGINNING**;

THENCE continuing with said north right-of-way line of Allen Commerce Parkway, South 89°40'47" West, a distance of 493.83 feet to a 1/2-inch iron rod found for corner in the east line of a tract of land described in Special Warranty Deed to Brookside Partners, LTD recorded in Instrument No. 97-0109658 of said Official Public Records and in Special Warranty Deed to Nimbus Partners, L.P. recorded in Instrument No. 2004-0184521 of said Official Public Records;

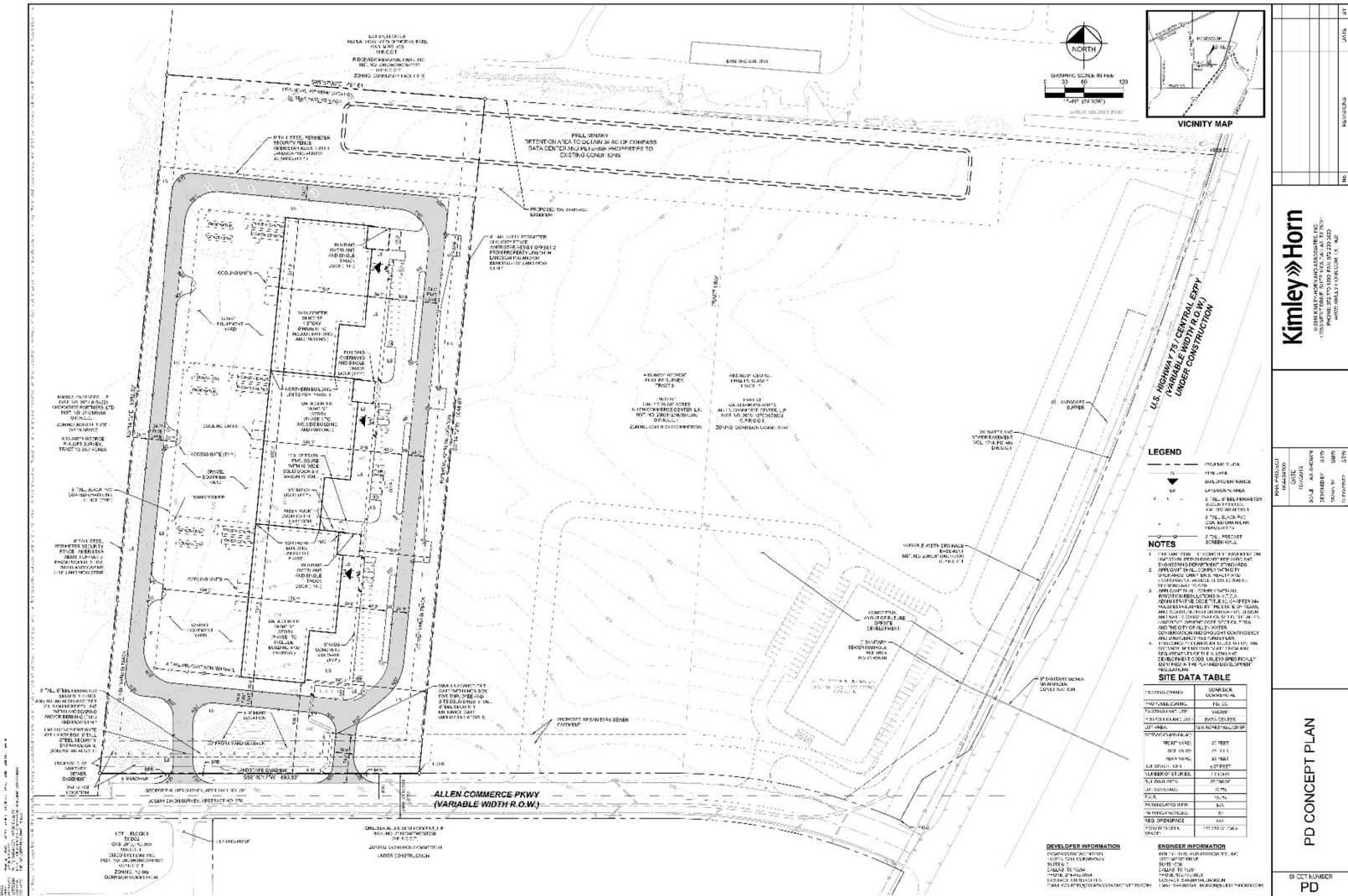
THENCE departing said north right-of-way line of Allen Commerce Parkway and with said east line of the Brookside Partners, LTD and Nimbus Partners, L.P. tract, North 5°14'12" East, a distance of 1082.32 feet to a 1/2-inch iron rod found for the southwest corner of Lot 2R, Block A, Replat Ridgeview Memorial Park, an addition to the City of Allen according to the plat recorded in Cabinet M, Page 460 of the Map Records of Collin County, Texas;

THENCE departing said east line of the Brookside Partners, LTD and Nimbus Partners, L.P. tract and with the south line of said Lot 2R, Block A, South 85°57'06" East, a distance of 491.61 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE departing said south line of Lot 2R, Block A, South 5°14'12" West, a distance of 1044.69 feet to the **POINT OF BEGINNING** and containing 12.000 acres or 522,720 square feet of land.

The bearings for this survey are based on a bearing of South 85°57'06" East for the north line of a called 96.656 acre tract of land described in deed to Allen Commerce Center, L.P. recorded in Instrument No. 20061127001670390 of the Official Public Records of Collin County, Texas.

EXHIBIT “B”
CONCEPT PLAN



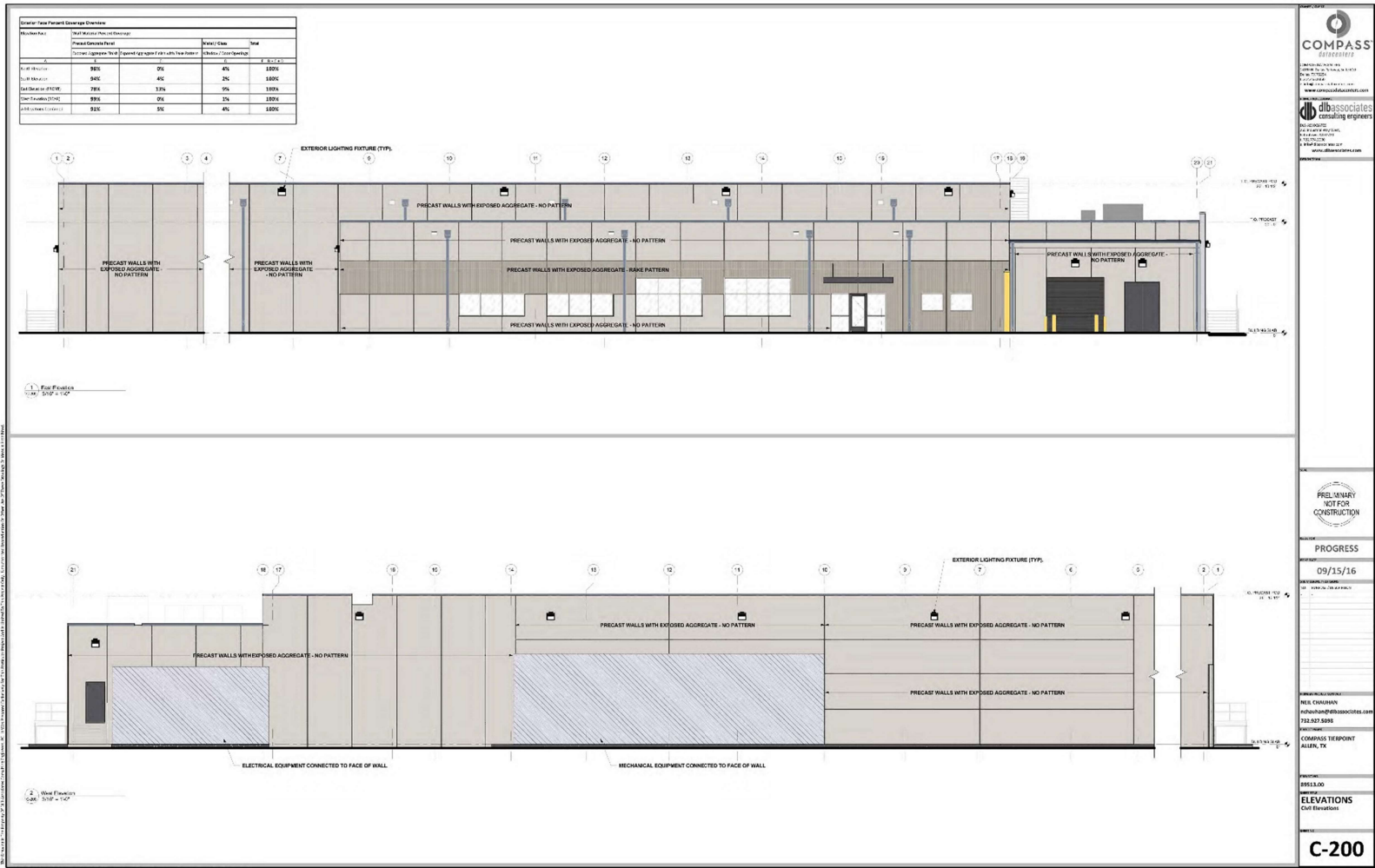


EXHIBIT "C"
BUILDING ELEVATIONS

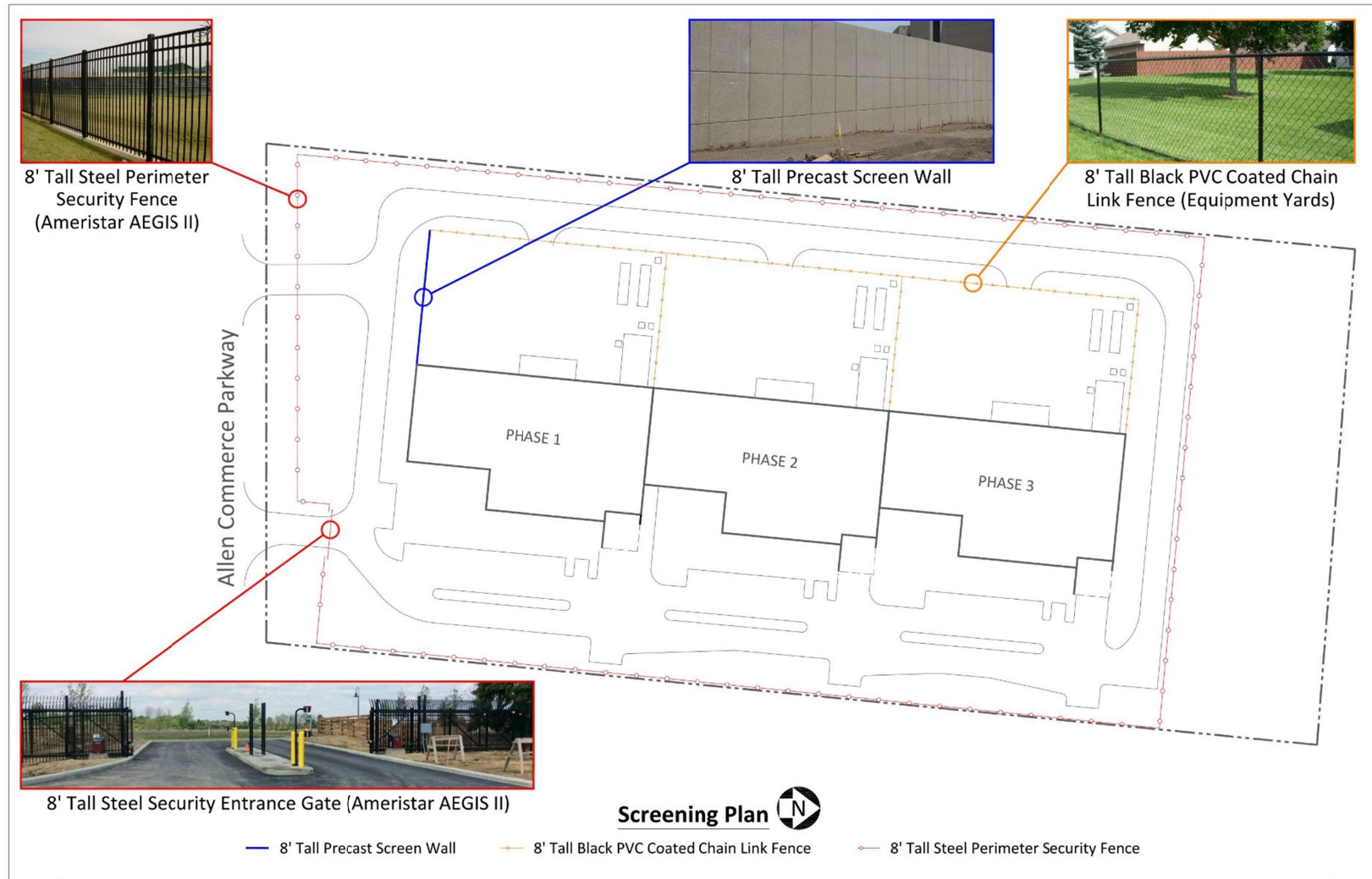
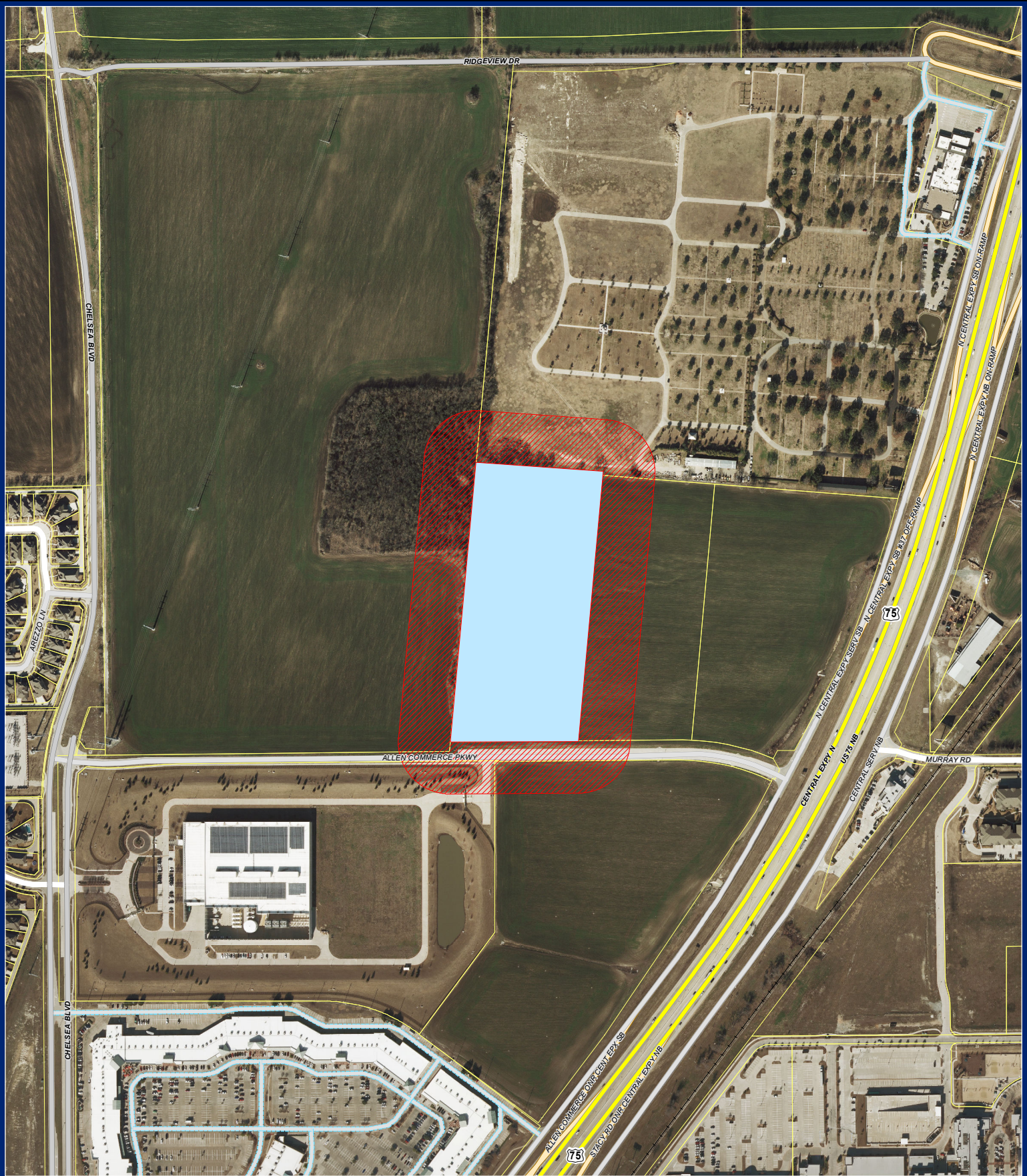


EXHIBIT "D"
SCREENING PLAN



Property Ownership Notification

Compass Data Center

Map Legend

- 200' Notification Buffer
- Railroad
- Public Rezone
- CollinCAD Parcels

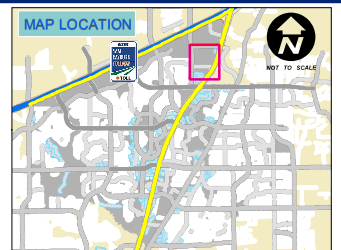


0 170 340 510
Feet

Community Development - GIS

Date Saved: 9/28/2016

NOTE: This map is only for illustration purpose only, please contact the City of Allen Planning & Development Department for specific rules and regulations.



October 18, 2016 Planning and Zoning Commission Meeting Minutes

Public Hearing – Conduct a Public Hearing and consider a request to change the zoning from Corridor Commercial "CC" to a Planned Development for a Data Center use and adopt a Concept Plan, Building Elevations, Screening Plan, and Development Regulations for a 12.000+/- acre portion of land situated in the George Phillips Survey, Abstract No. 701; generally located north of Allen Commerce Parkway and west of US Highway 75. (Z-9/7/16-83) [Compass Data Center]

Ms. Mohan, Senior Planner, stated that the property is generally located north of Allen Commerce Parkway and west of US Highway 75. The property to the north is zoned Community Facilities CF, the location of the Ridgeview Cemetery. To the west, the property is zoned Agriculture Open Space AO. The properties to the south (across Allen Commerce Parkway) are zoned Planned Development PD No. 102 Corridor Commercial CC, the location of Cisco Data Center, and Corridor Commercial CC. The property to the east is the Town of Fairview.

Ms. Mohan stated that the applicant is proposing to construct a Data Center on the 12-acre site which is currently zoned Corridor Commercial CC. The Data Center will store, manage, and process data and information. She said that Data Centers are quite unique and have very specific regulations. She said that the PD Zoning will include a Concept Plan, Screening Plan, and Building Elevations, as well as very detailed Development Regulations.

The proposed data center building is approximately 87,000 square feet, to be constructed in three phases. There are two points of access into the development; both on Allen Commerce Parkway. Both entrances will be gated. The entrance on the eastern side is the main entrance for employees. The entrance on the western side is provided as a secondary, emergency access point.

Ms. Mohan said that there is no minimum parking requirement for Data Centers. Data Centers typically have low on-site personal, as evidenced by the Cisco project. She said that the Data Center will have 51 parking spaces. Open Space provided exceeds Allen Land Development Code standards.

Ms. Mohan presented the Screening Plan and stated that the applicant is proposing to secure and screen the Data Center with a combination of screening. Perimeter fencing will consist of an eight foot wrought iron fence with trees and landscaped berms. An eight-foot precast screening wall is proposed on the southern section of the equipment yards facing Allen Commerce Parkway. The remaining screening will consist of an eight-foot black chain link fence enclosing the equipment yards.

Ms. Mohan presented the Building Elevations and mentioned that the building will be one story with a general height of 27 feet. The building will be constructed of pre-cast concrete.

Ms. Mohan summarized the Proposed Development Regulations -

- Base Zoning District: CC
- Concept Plan: The Property shall be developed and used only in accordance with the Concept Plan.
- Building Elevations: The buildings constructed on the Property shall be designed, developed and used only in accordance with the Building Elevations.
- Screening Plan: Screening walls and/or fences shall be constructed on the Property in accordance with the Screening Plan. Construction of screening walls must be completed prior to issuance of CO.

- Permitted Uses: The Property may be developed with uses permitted in the CC zoning district, for a Data center, and accessory uses to Data Centers.
- Minimum Yard Depth and Width: There is no minimum setback for fencing or guardhouses.
- Off-Street Parking and Loading: Off street parking and loading shall provide as shown on the Concept Plan.
- Access: Access shall be provided as generally shown on the Concept Plan.
- Landscaping: The property shall be developed in accordance with landscaping requirements applicable to the "CC" zoning district. Modifications may be made in order to achieve LEED certification.
- Project Phasing and scheduling The property may be developed in at least 3 phases.
- Miscellaneous:
 1. Lighting: Lighting shall meet the lighting standards in the ALDC, with flexibility for LEED requirements, security for the Data Center, or typical operations of the Data Center.
 2. Generators: The operation of generators and emergency equipment is allowed.
 3. Detention: Detention shall be provided for and maintained by the Data Center Property and the property to the east.
- Wastewater Facilities: An existing 8" wastewater line shall be extended for the Data Center Property. The extension must be completed and accepted by the City prior to a CO for any building constructed on the Property.
- Detention Pond Maintenance: Owner shall provide the City a copy of a fully executed agreement that provides for routine maintenance and establishes costs related to the detention pond prior to acquiring a building permit.

The PD Amendment request has been reviewed by the Technical Review Committee.

Commissioner Ogrizovich asked who electric provider is for the site.

Ms. Mohan stated that the applicant would need to address this question.

Chairman Cocking opened the public hearing.

Chairman Cocking closed the public hearing.

Chairman Cocking asked if the equipment yard would be made of gravel or grass.

Mr. Chris Curtis, 14180 N Dallas Parkway, Dallas, TX, Co-Founder and Senior Vice President of Acquisitions and Development for Compass Data Centers, said that Oncor will be utility provider for this project.

Commissioner Ogrizovich asked if Oncor would be the single provider.

Mr. Curtis said yes, Oncor is the single provider and will single feed to the substation to the west. He said that the customer may want a second feed in the future, but they are planning on a single feed for now. Mr. Curtis then stated that the equipment yard will be gravel with concrete elements for equipment and for walkway areas.

Chairman Cocking asked if there was shielding for the generators.

Mr. Curtis said that the generators are placed in enclosures that are not noticeable.

Chairman Cocking expressed concern that by allowing the Data Center to be base zoned as Corridor Commercial, this may open up issues in the future as data centers have a lifespan of 10-15 years, and

typically get converted into call centers or other uses. He said this space could be converted to an office use, for example, but will have limited parking as the Concept Plan for this Data Center shows unique and limited parking that does not follow the Corridor Commercial parking requirement.

Ms. Mohan said that if the Data Center was converted to another use in the future, such as office or retail, then the City will have to ensure that the parking spaces are adequate for the proposed use.

Chairman Cocking said that with the Data Center being zoned Corridor Commercial, any use could replace it without coming back to the Planning and Zoning Commission.

Mr. Curtis said that the life of a Data Center is much longer than 10-15 years as Data Centers are really at the bottom of a technology pyramid and utilized for many operations. Mr. Curtis said that if there was a different use in the future, that the equipment yard well as other areas on the site could be utilized for additional parking.

Chairman Cocking asked Mr. Lee Battle for his perspective on zoning the Data Center as Corridor Commercial versus limiting the use to only a Data Center use.

Mr. Lee Battle, Assistant Director of Community Development, stated that the Data Center will receive a Certificate Occupancy as a Data Center. He said that if the Data Center use is replaced with a new use, the new use will receive a new Certificate of Occupancy and the site will be reviewed at that time. The new use will be analyzed to ensure that it has adequate parking. Mr. Battle said that there are processes in place to address any changes in the future.

Mr. Curtis complimented the City of Allen staff and said he enjoyed working with the team.

Motion: **Upon a motion by Commissioner Orr, and a second by Commissioner Mangrum, the Commission voted 7 IN FAVOR, and 0 OPPOSED to approve a request to change the zoning from Corridor Commercial "CC" to a Planned Development for a Data Center use and adopt a Concept Plan, Building Elevations, Screening Plan, and Development Regulations for a 12.000+/- acre portion of land situated in the George Phillips Survey, Abstract No. 701; generally located north of Allen Commerce Parkway and west of US Highway 75. (Z-9/7/16-83) [Compass Data Center]**

The motion carried.

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

October 25, 2016

SUBJECT:

Conduct a Public Hearing and Adopt an Ordinance Establishing Reinvestment Zone #33 and Authorize a Tax Abatement Agreement with Compass Datacenters - DFW I, LLC Supporting Construction of Three 29,000 SF Data Center Pods Located South of Ridgeview Memorial Park on Allen Commerce Parkway. [Compass]

STAFF RESOURCE:

Daniel S. Bowman, AEDC Executive Director / CEO

BOARD COMMISSION ACTION:

The Board of Directors of the Allen Economic Development Corporation (AEDC) have directed the Executive Director/CEO to forward the application to the Allen City Council for approval of a 50% tax abatement for 10 years on real and tangible personal property for Compass Datacenters - DFW I, LLC in support of the construction of three 29,000 SF data center pods on Allen Commerce Parkway in Allen, Texas.

ACTION PROPOSED:

Conduct a Public Hearing and Adopt an Ordinance Establishing Reinvestment Zone #33 and Authorize a Tax Abatement Agreement with Compass Datacenters - DFW I, LLC Supporting Construction of Three 29,000 SF Data Center Pods Located South of Ridgeview Memorial Park on Allen Commerce Parkway. [Compass]

BACKGROUND

The Board of Directors of the Allen Economic Development Corporation (AEDC) has directed the AEDC Executive Director/CEO Dan Bowman to present to Allen City Council for approval a 50% tax abatement for 10 years on real and personal property for Compass Datacenters - DFW I, LLC in support of the construction of three 29,000 SF data center pods on Allen Commerce Parkway in Allen, Texas. The site is located just north of the Cisco Systems enterprise data center and the site of the Allen Premium Outlets expansion.

Previous investment made in infrastructure through partnerships between the city and other data center projects has made Allen an attractive location for data centers with abundant fiber and redundant electricity, in addition to the low-risk environment created by Allen's low crime rates and temperate climate. Data centers have long

been an economic development objective in fulfilling the AEDC's mission by bringing in a diverse source of tax revenues (namely property taxes, sales and use taxes on servers and equipment, and franchise fees on electricity) while having a minimal impact on infrastructure or service costs.

The approval of this Tax Abatement is a key requirement for the company to proceed with development. The company has agreed to maintain a benchmark level of employment and taxable value as part of the proposed tax abatement agreement.

Please note: The tax abatement agreement is structured so that it begins following the completion of the first data center pod, and will apply to any additional improvements made within the reinvestment zone during the 10-year period (provided compliance with all other requirements).

STAFF RECOMMENDATION

Staff recommends that the City Council adopt an ordinance establishing Reinvestment Zone #33 and authorize a tax abatement agreement with Compass Datacenters - DFW I, LLC supporting construction of three 29,000 SF data center pods located south of Ridgeview Memorial Park on Allen Commerce Parkway. [Compass]

MOTION

I make a motion to adopt Ordinance No. _____ establishing Reinvestment Zone #33 and authorize a tax abatement agreement with Compass Datacenters - DFW I, LLC supporting construction of three 29,000 SF data center pods located south of Ridgeview Memorial Park on Allen Commerce Parkway. [Compass]

ATTACHMENTS:

Ordinance

Tax Abatement Agreement

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, DESIGNATING REINVESTMENT ZONE NO. 33 (COMPASS DATACENTERS - DFW I, LLC); PROVIDING ELIGIBILITY OF THE ZONE FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT; CONTAINING FINDINGS THAT THE AREA QUALIFIES TO BE DESIGNATED AS A REINVESTMENT ZONE AND THE IMPROVEMENTS SOUGHT ARE FEASIBLE AND PRACTICABLE AND OF BENEFIT TO THE LAND AND THE CITY; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALING CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF SAID ORDINANCE.

WHEREAS, the City Council of the City of Allen, Texas, has caused notice to be published in a newspaper having general circulation in the City and has delivered such notice to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property described herein; and,

WHEREAS, the City Council of the City of Allen, Texas, has conducted a public hearing on the designation of the area described herein as a reinvestment zone.

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

SECTION 1. The City Council of the City of Allen, Texas, finds that the area described herein will, if designated as a reinvestment zone, be reasonably likely to contribute to the retention or expansion of primary employment, or to attract major investment in the zone that will be of benefit to the property and contribute to the economic development of the City. The City Council further finds that the improvements sought are feasible and practicable and would be of benefit to the land to be included in the zone and to the City after the expiration of a tax abatement agreement.

SECTION 2. Pursuant to the provisions of Section 312.201 of the Texas Tax Code, the real property described in Exhibit "A" and made a part hereof for all purposes is hereby designated as a reinvestment zone and for identification is assigned the name "Reinvestment Zone No. 33" or "Compass Datacenters - DFW I, LLC Zone".

SECTION 3. The property within Reinvestment Zone No. 33 is eligible for commercial-industrial tax abatement effective on January 1, 2016.

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

SECTION 5. All ordinances of the City of Allen in conflict with the provisions of this Ordinance shall be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict herewith shall remain in full force and effect.

SECTION 6. This Ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Allen, and it is, accordingly, so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 25TH DAY OF OCTOBER 2016.

APPROVED:

Stephen Terrell, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
(PGS:10-6-16:TM 80153)

Shelley B. George, CITY SECRETARY

EXHIBIT A
Legal Description for Zone 33

DESCRIPTION OF PROPERTY SURVEYED

BEING a tract of land situated in the George Phillips Survey, Abstract No. 701, City of Allen, Collin County, Texas; and being part of a called 96.656 acre tract of land described in deed to Allen Commerce Center, L.P. recorded in Instrument No. 20061127001670390 of the Official Public Records of Collin County, Texas; and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with "WIER ASSOC. INC." cap found at the intersection of the west right-of-way line of U.S. Highway No. 75 (a variable width right-of-way) and the north right-of-way line of Allen Commerce Parkway (a variable width right-of-way) and being the beginning of a curve to the left having a central angle of 23°21'57", a radius of 885.00 feet, a chord bearing and distance of North 78°38'14" West, 358.42 feet;

THENCE with said north right-of-way line of Allen Commerce Parkway, the following courses and distances:
In a northwesterly direction, with said curve to the left, an arc distance of 360.91 feet to a 1/2-inch iron rod with "WIER ASSOC. INC." cap found for corner;
South 89°40'47" West, a distance of 391.04 feet to a 5/8-inch iron rod with "KHA" cap set for the
POINT OF BEGINNING;

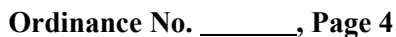
THENCE continuing with said north right-of-way line of Allen Commerce Parkway, South 89°40'47" West, a distance of 493.83 feet to a 1/2-inch iron rod found for corner in the east line of a tract of land described in Special Warranty Deed to Brookside Partners, LTD recorded in Instrument No. 97-0109658 of said Official Public Records and in Special Warranty Deed to Nimbus Partners, L.P. recorded in Instrument No. 2004-0184521 of said Official Public Records;

THENCE departing said north right-of-way line of Allen Commerce Parkway and with said east line of the Brookside Partners, LTD and Nimbus Partners, L.P. tract, North 5°14'12" East, a distance of 1082.32 feet to a 1/2-inch iron rod found for the southwest corner of Lot 2R, Block A, Replat Ridgeview Memorial Park, an addition to the City of Allen according to the plat recorded in Cabinet M, Page 460 of the Map Records of Collin County, Texas;

THENCE departing said east line of the Brookside Partners, LTD and Nimbus Partners, L.P. tract and with the south line of said Lot 2R, Block A, South 85°57'06" East, a distance of 491.61 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE departing said south line of Lot 2R, Block A, South 5°14'12" West, a distance of 1044.69 feet to the **POINT OF BEGINNING** and containing 12.000 acres or 522,720 square feet of land.

The bearings for this survey are based on a bearing of South 85°57'06" East for the north line of a called 96.656 acre tract of land described in deed to Allen Commerce Center, L.P. recorded in Instrument No. 20061127001670390 of the Official Public Records of Collin County, Texas.



STATE OF TEXAS
COUNTY OF COLLIN

§
§
§

TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (the “Agreement”) is entered into by and between the City of Allen, Texas (the “City”), and Compass Datacenters - DFW I, LLC, a Delaware limited liability company (“Owner”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

WITNESSETH:

WHEREAS, the City Council of the City of Allen, Texas (the “City Council”), passed an Ordinance (the “Ordinance”) establishing Tax Abatement Reinvestment Zone No. 33 (the “Zone”), for commercial/industrial tax abatement, as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code, as amended (the “Tax Code”); and

WHEREAS, the City has adopted guidelines for tax abatement (the “Tax Abatement Guidelines”); and

WHEREAS, the Tax Abatement Guidelines contain appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by the Tax Code; and

WHEREAS, the City has adopted a resolution stating that it elects to be eligible to participate in tax abatement; and

WHEREAS, in order to maintain and enhance the commercial and industrial economic and employment base of the Allen area, it is in the best interests of the taxpayers for the City to enter into this Agreement in accordance with said Ordinance, the Tax Abatement Guidelines and the Tax Code; and

WHEREAS, Owner owns or is under contract to purchase approximately 12 acres of land, described in **Exhibit “A”**, and depicted as Lot 1, Block A in **Exhibit “B”** (“Land”), and intends to construct, or cause to be constructed thereon, a minimum of three data center pods, each of which will include a minimum 29,000 square foot data center building with a 15,000 square foot data hall on the Land (each a “Data Center”); and

WHEREAS, the City desires to grant a tax abatement for the first Data Center constructed on the Land (hereinafter defined as the “Improvements”); and

WHEREAS, Owner’s development efforts described herein will create permanent new jobs in the City; and

WHEREAS, the City Council finds that the contemplated use of the Premises (hereinafter defined), and the contemplated Improvements are consistent with encouraging development of the

Zone in accordance with the purposes for its creation and/or in compliance with the Tax Abatement Guidelines, the Ordinance adopted by the City, the Tax Code and all other applicable laws; and

WHEREAS, the City Council finds that the Improvements sought are feasible and practicable, and would be of benefit to the Premises to be included in the Zone and to the City after expiration of this Agreement; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Tax Code, to the presiding officers of the governing bodies of each of the taxing units in which the Premises are located; and

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the expansion of primary employment, the attraction of major investment in the Zone, which contributes to the economic development of Allen and the enhancement of the tax base in the City, the Parties agree as follows:

Article I Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Bankruptcy or Insolvency” shall mean the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of receiver for any part of a 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, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party, and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Base Year Taxable Value” shall mean the Taxable Value for the Land for the year in which this Agreement is executed (2016).

“City” shall mean the City of Allen, Texas, acting by and through its City Manager, or designee.

“Commencement of Construction” shall mean that: (i) the plans have been prepared and all approvals thereof and permits with respect thereto required by applicable governmental authorities have been obtained for construction of the Improvements; (ii) all necessary permits for the construction of the Improvements on the Land pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Land or the construction of the vertical elements of the Improvements has commenced.

“Completion of Construction” shall mean: (i) substantial completion of the Improvements; and (ii) a final certificate of occupancy has been issued by the City for Improvements.

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

“Expiration Date” shall mean March 1 of the calendar year following the tenth (10th) anniversary date of the First Year of Abatement.

“First Year of Abatement” shall mean the calendar year commencing with January 1 of the calendar year immediately following the date of Completion of Construction.

“Force Majeure” shall mean (i) acts of war or terrorism, (ii) fire or other similar casualty or unusual and extraordinary occurrence, (iii) explosion, (iv) riot or civil commotion or acts of public enemy, (v) judicial or administrative writ, order or decree, (vi) legislative decisions or actions of, or delays by, applicable local, state or Federal governments, including delays by the City, but only to the extent such delays occur notwithstanding that Owner and its contractors and consultants have provided timely responses to all requests and inquiries of the City arising during the zoning and platting processes, (vii) strikes, lockouts or labor difficulty (including jurisdictional union labor disputes), (viii) casualty at the job site or resulting in direct physical damage to the Improvements or occurring off-site but only if directly disrupting or delaying the supply chain of labor or materials to the Improvements, (ix) moratoria on the issuance of permits or other governmental approvals affecting construction projects generally in the Dallas-Fort Worth-Arlington Metropolitan Statistical Area, and/or (x) inclement weather of sufficient severity as to reasonably cause a delay in performance of the obligation to be performed.

“Freeport Goods” shall have the same meaning as assigned by Section 11.251 of the Tax Code and Article VIII, Section 1-j of the Texas Constitution. Freeport Goods does not include “Goods in Transit” as defined by Tax Code, Section 11.253.

“Goods in Transit” shall have the same meaning assigned by Tax Code, Section 11.253.

“Improvements” shall mean the first Data Center, consisting of a minimum 29,000 square foot data center building with a 15,000 square foot data hall constructed on the Land, more fully described in the submittals filed by Owner with City from time to time in order to obtain one or more building permits for construction of the Improvements, provided, however, that “Improvements” shall not include the Land.

“Land” means the real property described in **Exhibit “A”**, and as depicted as Lot 1, Block A in **Exhibit “B”**.

“Owner” shall mean Compass Datacenters - DFW I, LLC, a Delaware limited liability company.

“Premises” shall collectively mean the Improvements and the Land.

“Related Agreement” shall mean any agreement, other than this Agreement, by and between the City and the Owner, its parent company, and any affiliated or related entity controlled or owned by Owner, or its parent company.

“Required Use” shall mean the operation of the Improvements as a data center by Owner.

“Tangible Personal Property” shall mean furniture, fixtures and equipment owned or leased by Owner that is added to the Improvements, subsequent to the execution of this Agreement. Tangible Personal Property shall not include inventory, Freeport Goods and Goods in Transit located at the Premises.

“Taxable Value” means the appraised value as certified by the Appraisal District as of January 1 of a given year.

Article II General Provisions

2.1 Owner is the owner of the Land, or is under contract to purchase the Land, which Land is located within the city limits of the City and within the Zone. Owner intends to construct, or cause to be constructed, the Improvements on the Land. Owner intends to locate and maintain Tangible Personal Property at the Improvements following the Owner’s occupancy thereof.

2.2 The Premises are not in an improvement project financed by tax increment bonds.

2.3 This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City.

2.4 The Premises are not owned or leased by any member of the Allen City Council or any member of the Allen Planning and Zoning Commission, or any member of the governing body of any taxing units joining in or adopting this Agreement.

2.5 Owner shall, before May 1, of each calendar year that the Agreement is in effect, certify in writing to the City that Owner is in compliance with each term of the Agreement.

2.6 The Premises at all times shall be used in the manner (i) that is consistent with the City’s Comprehensive Zoning Ordinance, as amended, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Zone.

Article III Tax Abatement Authorized

3.1 This Agreement is authorized by the Tax Code and in accordance with the City Tax Abatement Guidelines, and approved by resolution of the City Council.

3.2 Subject to the terms and conditions of this Agreement and provided the combined Taxable Value for the Land, Improvements and the Tangible Personal Property is at least Twenty Million Dollars (\$20,000,000.00), as of the First Year of Abatement and as of January 1 of each year thereafter that this Agreement is in effect, the City hereby grants Owner an abatement of fifty percent (50%) of the Taxable Value of the Improvements and the Tangible Personal Property for a period of ten (10) consecutive years beginning with the First Year of Abatement. The actual percentage of Taxable Value of the Tangible Personal Property and the Improvements subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of the Tangible Personal Property and the Improvements that exceeds the Base Year Taxable Value. The actual percentage of Taxable Value of the Tangible Personal Property subject to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property located at the Improvements subsequent to the execution of this Agreement. The failure of the Land, Improvements and the Tangible Personal Property to have a combined Taxable Value of at least Twenty Million Dollars (\$20,000,000.00) as of January 1 of any given Tax Year shall not be an event of default subject to termination and repayment of the abated taxes pursuant to Article V hereof, but shall result in the forfeiture of the tax abatement for the Improvements and the Tangible Personal Property for such Tax Year.

3.3 The period of tax abatement herein authorized shall be for a period of ten (10) consecutive years beginning the First Year of Abatement.

3.4 During the period of tax abatement herein authorized, Owner shall be subject to all taxation not abated, including but not limited to, sales tax and ad valorem taxation on the Land and Improvements.

3.5 Owner agrees, subject to events of Force Majeure or to continuously own the Premises for a period of at least ten (10) consecutive years beginning with the First Year of Abatement.

3.6 During the term of this Agreement following the First Year of Abatement the Improvements shall not be used for any purpose other than the Required Use and the operation and occupancy of the Improvements in conformance with the Required Use shall not cease for more than thirty (30) days except in connection with and to the extent of an event of Force Majeure.

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

Article IV Improvements

4.1 Owner owns or is under contract to purchase the Land and intends to construct or cause to be constructed thereon the Improvements. Nothing in this Agreement shall obligate Owner to construct the Improvements on the Land, or locate Tangible Personal Property at the

Improvements, but said actions are conditions precedent to tax abatement for such Parties pursuant to this Agreement.

4.2 As a condition precedent to the initiation of the Owner's tax abatement pursuant to this Agreement, Owner agrees, subject to events of Force Majeure, to cause Commencement of Construction of the Improvements to occur on or before December 1, 2016, and subject to events of Force Majeure to cause Completion of Construction of the Improvements to occur on or before July 1, 2017, as good and valuable consideration for this Agreement, and that all construction of the Improvements will be in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof).

4.3 Construction plans for the Improvements constructed on the Land will be filed with the City, which shall be deemed to be incorporated by reference herein and made a part hereof for all purposes.

4.4 Owner agrees to maintain the Improvements during the term of this Agreement in accordance with all applicable state and local laws, codes, and regulations.

4.5 The City, its agents and employees shall have the right of access to the Premises during and following construction to inspect the Improvements at reasonable times and with reasonable notice to Owner, and in accordance with visitor access and security policies of the Owner, and subject to the rights of tenants pursuant to their respective leases, in order to insure that the construction of the Improvements are in accordance with this Agreement and all applicable state and local laws and regulations (or valid waiver thereof).

4.6 Drainage Facilities. Owner shall construct or cause to be constructed a detention pond to account for fully-developed conditions of Lot 1, Blok A and Lot 2, Block A described in **Exhibit "B"** (the "Property") in accordance with plans approved by the City ("Detention Pond"). The Detention Pond shall be constructed on the Property within a drainage easement approved by the City, free of fencing or other obstructions, which would permit other parties to expand, extend, or modify the Detention Pond in the future when upstream property develops. Owner shall provide drainage easements (and storm extensions installed) along the western property line of the Land, that will allow development upstream (west of the Land) to connect to drainage infrastructure with detained or un-detained flows. The drainage infrastructure to be constructed on the Land shall be designed with the future modifications and maximum flexibility in-mind for ultimate, developed flows from the west to utilize such drainage infrastructure. Owner shall cause the Detention Pond and drainage infrastructure to be completed and accepted by the City prior to the issuance of a certificate of occupancy for the Improvements.

4.7 Wastewater Line. Owner shall extend the existing City eight-inch wastewater line to the western property line of the Land (for possible connection in the future). The extension of the wastewater line shall be contained within an exclusive wastewater easement approved by the City and be of sufficient width as reasonably determined by the City Director of Engineering. Owner shall cause the extension of the wastewater line to be completed and accepted by the City prior to the issuance of a certificate of occupancy for the Improvements.

Article V

Default: Recapture of Tax Revenue

5.1 In the event the Owner: (i) fails to cause Commencement or Completion of Construction of the Improvements in accordance with this Agreement; (ii) has delinquent ad valorem or sales taxes owed to the City (provided Owner retains its right to timely and properly protest such taxes or assessment); (iii) suffers an event of “Bankruptcy or Insolvency”; or (iv) breaches any of the terms and conditions of this Agreement or a Related Agreement, then Owner after the expiration of the notice and cure periods described below, shall be in default of this Agreement. As liquidated damages in the event of such default, the Owner shall, within thirty (30) days after demand, pay to the City all taxes which otherwise would have been paid by the Owner to the City without benefit of a tax abatement, for the property the subject of this Agreement at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended, but without penalty. The Parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine. The Parties further agree that any abated tax, including interest, as a result of this Agreement, shall be recoverable against the Owner, its successors and permitted assigns and shall constitute a tax lien against the Tangible Personal Property and the Premises, and shall become due, owing and shall be paid to the City within thirty (30) days after notice of termination.

5.2 Upon breach by Owner of any of the obligations under this Agreement, the City shall notify Owner in writing, which shall have thirty (30) days from receipt of the notice in which to cure any such default. If the default cannot reasonably be cured within such 30-day period, and Owner has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the City may extend the period in which the default must be cured.

5.3 If Owner fails to cure the default within the time provided as specified above or, as such time period may be extended, the City, at its sole option, shall have the right to terminate this Agreement by providing written notice to Owner.

5.4 Upon termination of this Agreement by City, all tax abated as a result of this Agreement, shall become a debt to the City as liquidated damages, and shall become due and payable not later than thirty (30) days after a notice of termination is provided. The City shall have all remedies for the collection of the abated tax provided generally in the Tax Code for the collection of delinquent property tax. The City at its sole discretion has the option to provide a repayment schedule. The computation of the abated tax for the purposes of the Agreement shall be based upon the full Taxable Value of the Tangible Personal Property and the Improvements without tax abatement for the years in which tax abatement hereunder was received by Owner, as determined by the Appraisal District, multiplied by the tax rate of the years in question, as calculated by the City Tax Assessor-Collector. The liquidated damages shall incur penalties as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

Article VI
Annual Application for Tax Exemption

It shall be the responsibility of Owner pursuant to the Tax Code, to file an annual exemption application form with the Chief Appraiser for the appraisal district for the Tangible Personal Property and the Improvements. A copy of the exemption application shall be submitted to the City upon request.

Article VII
Annual Rendition

Owner shall annually render the value of the Tangible Personal Property and the Improvements to the Appraisal District and provide a copy of the same to the City upon written request.

Article VIII
Miscellaneous

8.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received upon the earlier to occur of (a) actual receipt or (b) three (3) days thereafter if sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below, or such other address as is designated by the applicable Party from time to time, or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City, to:

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

With a copy to:

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

If intended for Owner, to:

Compass Datacenters – DFW I, LLC
Attn: Christopher J. Crosby, Jr., CEO & Manager
14180 Dallas Parkway, #610
Dallas, Texas 75254

8.2 Authorization. This Agreement was authorized by resolution of the City Council.

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

8.4 Governing Law. This Agreement governed by the laws of the State of Texas. Venue for any action under this Agreement shall be the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

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

8.7 Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

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

8.9 Employment of Undocumented Workers. During the term of this Agreement Owner agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), such Owner shall repay the amount of the abated taxes pursuant to this Agreement as of the date of such violation within one hundred twenty (120) days after the date such Owner is notified by City of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Owner is not liable for a violation of this section by a subsidiary, affiliate, tenant or franchisee of the Owner or by a person with whom such Owner contracts.

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

8.11 Successor and Assigns. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns. This Agreement may not be assigned without the prior written consent of the City Manager.

8.12 Right of Offset. The City may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from the Owner, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise and regardless of whether or not the debt due the City has been reduced to judgment by a court.

8.13 Conditions Precedent. This Agreement is subject to and conditioned upon the following condition which is a condition precedent to the obligations of the Parties: Owner closing its purchase of the Land on or before November 30, 2016, unless otherwise agreed by the Parties..

[Signature Page to Follow]

EXECUTED in duplicate originals the ____ day of _____, 2016.

CITY OF ALLEN, TEXAS

By: _____
Steve Terrell, Mayor

Attest:

By: _____
Shelley B. George, City Secretary

Approved as to Form:

By: _____
Peter G. Smith, City Attorney

EXECUTED in duplicate originals the ____ day of _____, 2016

COMPASS DATACENTERS - DFW I, LLC,

By: _____
Christopher J. Crosby, Jr., CEO & Manager

EXHIBIT "A"

DESCRIPTION OF PROPERTY SURVEYED

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EXHIBIT A

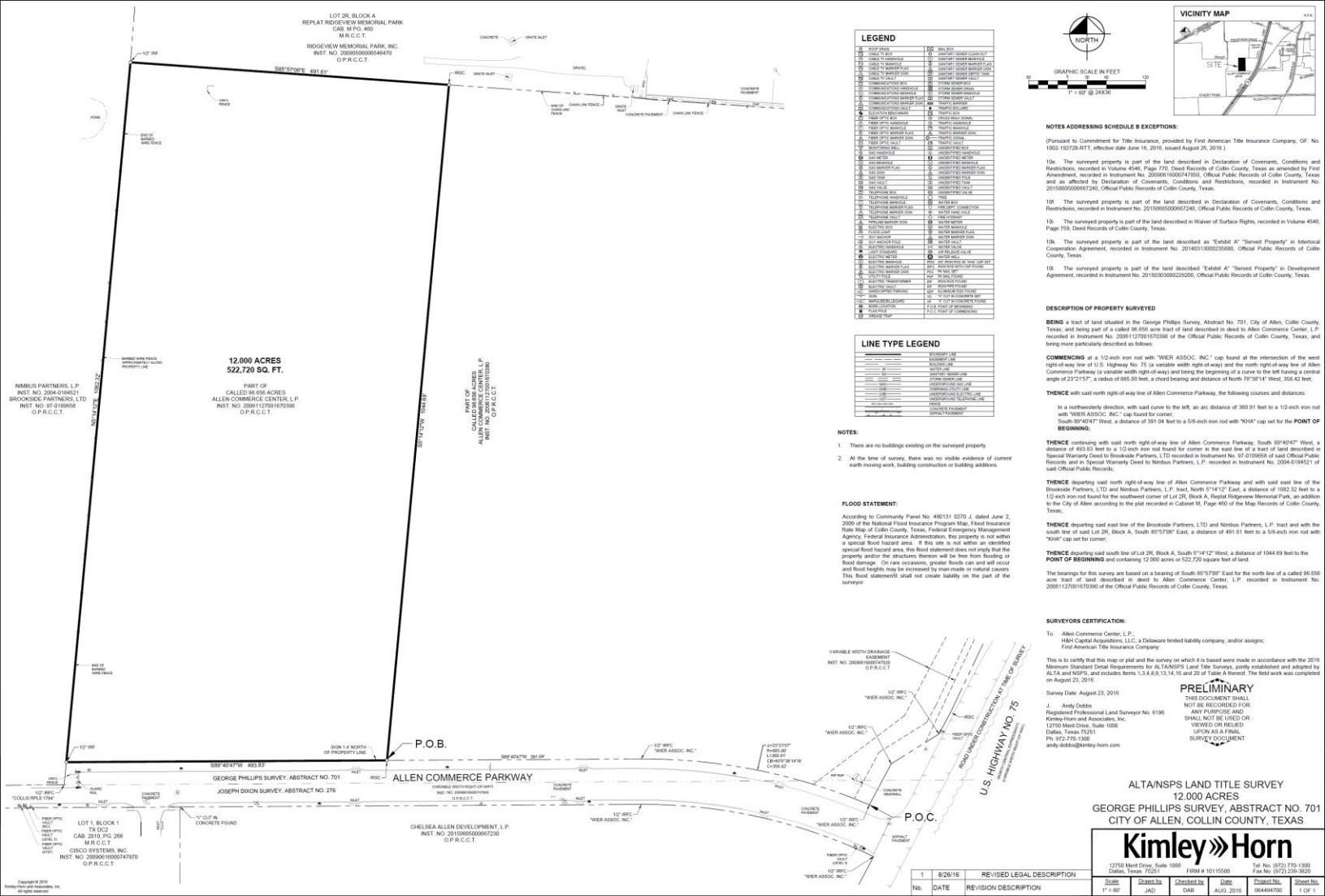


EXHIBIT “B”

