



**AGENDA
CITY OF ALLEN
CITY COUNCIL REGULAR MEETING
JANUARY 24, 2017 - 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 the Allen Community Development Corporation (CDC) Annual Report by George Chrisman, President.

Consent Agenda.

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

3. Approve the Minutes of the January 10, 2017, City Council Regular Meeting.
4. Adopt a Resolution Bestowing the Name "Linda Hopper Municipal Courtroom" upon the Municipal Courtroom of the City of Allen.
5. Award Bid and Authorize the City Manager to Execute a Contract with N.G. Painting, LP for Paint, Repairs, and Improvements to the Rowlett Elevated Storage Tank and the Stacy Ground Storage Reservoir #2 in the Amount of \$1,113,700.
6. Award Bid and Authorize the City Manager to Execute an Annual Contract for Mowing Services with Carruthers Landscape Management, Inc. for Various Greenbelts, Right-of-Ways, Medians, and Easements with Three Optional One-Year Renewals in the Amount of \$388,120.

7. Award Bid and Authorize the City Manager to Execute an Annual Contract with Firestone Complete Auto Care for Routine Service and Repair of the City Fleet with Two Optional One-Year Renewals in the Amount of \$350,000, and Execute a Contract with The Auto Shop as the Secondary Vendor.
8. Authorize the City Manager to Execute the Purchase of Four (4) Stryker Power-LOAD Systems from Stryker EMS Equipment in the Amount of \$149,659.
9. Authorize the City Manager to Purchase Daktronics Audio/Visual Equipment Through a Buy Board Cooperative Purchasing Agreement for the Allen Event Center in the Amount of \$147,219.
10. Authorize the City Manager to Execute an Annual Contract with Waste Partners Environmental, Inc. for Street Sweeping Services with Four Optional One-Year Renewals in the Amount of \$135,000.
11. Authorize the City Manager to Execute the Purchase of Five (5) LUCAS Chest Compression Systems from Physio-Control, Inc. in the Amount of \$96,302.
12. Award Bid and Authorize the City Manager to Execute an Annual Contract with TB2 Services, dba Aire Dynamics, Inc. for HVAC Preventative Maintenance and Repair Services for City Facilities with Two Optional One-Year Renewals in the Amount of \$90,000, and Award a Contract with CEC Facilities Group, LLC as the Secondary Vendor.
13. Authorize the City Manager to Execute a Facilities Relocation Agreement with DD Watters 6.06, LLC.
14. Motion to Cancel the March 28, 2017, City Council Regular Meeting.
15. Set August 18-20, 2017, as the Dates for the City Council Budget Workshop with City Council and Executive Staff.
16. Receive the Unaudited Financial Report for the Period Ending September 30, 2016.
17. Receive the Capital Improvement Program (CIP) Status Reports.
18. Receive the Summary of Property Tax Collections as of December 2016.

Regular Agenda.

19. Conduct a Public Hearing and Adopt an Ordinance Approving Specific Use Permit No. 151 for a Fueling Station Use for 0.999± Acres Generally Located North of Main Street and West of Angel Parkway. [East Allen Retail - Fueling Station]
20. Conduct a Public Hearing and Adopt an Ordinance to Change the Zoning from Shopping Center to a Planned Development for Townhome Residential, and Adopt Development Regulations, a Concept Plan, Hardscape Plan, and Building Elevations for 10.839± Acres Generally Located South of Stacy Road and East of Greenville Avenue. [Stacy Villas - Townhome Development]

Other Business.

21. Calendar.
 - January 28, 2017 - City Council Strategic Planning Session, Hilton Garden Inn
22. 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.)

23. 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, January 20, 2017, 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:

January 24, 2017

SUBJECT:

Approve the Minutes of the January 10, 2017, City Council Regular Meeting.

STAFF RESOURCE:

Shelley B. George, City Secretary

ATTACHMENTS:

Minutes

ALLEN CITY COUNCIL

REGULAR MEETING

JANUARY 10, 2017

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 (absent)

Teresa Warren, Director, Public and Media Relations Office

Rebecca Vice, Assistant to the City Manager

Pete Smith, City Attorney

Rocio Gonzalez, Senior Administrative Assistant

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 6:18 p.m. on Tuesday, January 10, 2017, in the Library Conference Room of the Allen Public Library, 300 North Allen Drive, Allen, Texas.

- 1. Discussion Regarding Potential Interlocal Agreement with Collin College for a Public Safety Training Facility.**
- 2. Committee Updates from City Council Liaisons.**
- 3. Questions on Current Agenda.**

With no further discussion, the Workshop Session of the Allen City Council was adjourned at 6:46 p.m. on Tuesday, January 10, 2017.

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 7:05 p.m. on Tuesday, January 10, 2017, in the Council Chambers of the Allen Public Library, 300 North Allen Drive, Allen, Texas.

Pledge of Allegiance

Public Recognition

1. Citizen's Comments.

Greg Jacobs, 1421 Salado Drive, Allen, Texas, expressed concerns regarding commercial advertising with large inflatables affecting the aesthetics of Allen.

2. Presentation by Jane Bennett Regarding the 2017 ALLEN Reads Program.

Consent Agenda

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

- 3. Approve the Minutes of the December 13, 2016, City Council Regular Meeting.**
- 4. Appoint Cynthia Porter Gore as the Municipal Court Judge and Authorize the City Manager to Execute an Agreement Relating to her Appointment.**
- 5. Adopt a Resolution Authorizing the Director of Parks and Recreation to Apply for, Accept, Reject, Alter or Terminate a Grant Through Texas Parks and Wildlife's Recreational Trails Program for Construction of the Bethany Lakes Loop Trail.**

RESOLUTION NO. 3448-1-17(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, HEREINAFTER REFERRED TO AS "APPLICANT," DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR, ACTING FOR, AND ON BEHALF OF THE "APPLICANT" IN DEALING WITH TEXAS PARKS AND WILDLIFE, HERINAFTER REFERRED TO AS "GRANTOR," FOR THE PURPOSE OF PARTICIPATING IN THE RECREATIONAL TRAIL FUNDING ASSISTANCE PROGRAM, HEREINAFTER REFERRED TO AS THE "PROGRAM"; CERTIFYING THAT THE "APPLICANT" IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE "APPLICANT" MATCHING SHARE IS READILY AVAILABLE; AND DEDICATING THE PROPOSED FACILITY FOR PERMANENT PUBLIC RECREATION PURPOSES; AND PROVIDING FOR AN EFFECTIVE DATE.

- 6. Authorize the City Manager to Continue the Professional Services Agreement with Bureau Veritas North America, Inc., for Building Inspection Services in an Amount not to Exceed \$75,000.**
- 7. Authorize the City Manager to Execute an Interlocal Agreement with the Collin County Community College District for the Construction and Use of a Public Safety Training Facility.**
- 8. Authorize the City Manager to Negotiate and Execute a Third Amendment to the Economic Development Incentive Agreement and Civic Center Agreement with TCH Altera AHCC, LP, to Amend the Timing of Infrastructure Grant Payments and the Date to Commence Construction.**
- 9. Receive the Summary of Property Tax Collections as of November 2016.**

The motion carried.

Other Business

10. Calendar.

- January 28, 2017 – City Council Strategic Planning Session

11. Items of Interest.

- Council recognized Boy Scouts from Troop Nos. 1299 and 64 in attendance for obtaining the Citizenship and Communications badges.

The Regular Session recessed 7:35 p.m.

Executive Session

In accordance with the Texas Government Code, the Allen City Council convened into Executive Session at 7:38 p.m. on Tuesday, January 10, 2017, in the Library Conference Room, 300 North Allen Drive, Allen, Texas, in order to discuss matters pertaining to:

12. Personnel Pursuant to Section 551.074 of the Texas Government Code —
• **Annual Performance Review of the City Manager**

The Executive Session adjourned at 7:45 p.m. on Tuesday, January 10, 2017.

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

The Allen City Council reconvened into the Regular Meeting at 7:48 p.m. on Tuesday, January 10, 2017. No action was taken on items discussed during Executive Session.

Adjournment

MOTION: Upon a motion made by Councilmember Herald and a second by Councilmember Brooks, the Council voted seven (7) for and none (0) opposed to adjourn the Regular Meeting of the Allen City Council at 7:50 p.m. on Tuesday, January 10, 2017. The motion carried.

These minutes approved on the 24th day of January 2017.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

January 24, 2017

SUBJECT:

Adopt a Resolution Bestowing the Name "Linda Hopper Municipal Courtroom" upon the Municipal Courtroom of the City of Allen.

STAFF RESOURCE:

Shelley B. George, City Secretary

MOTION

I make a motion to adopt Resolution No. _____ bestowing the name "Linda Hopper Municipal Courtroom" upon the Municipal Courtroom of the City of Allen.

ATTACHMENTS:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, BESTOWING THE NAME OF THE “LINDA HOPPER MUNICIPAL COURTROOM” UPON THE CITY OF ALLEN MUNICIPAL COURT; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Allen City Council adopted Resolution No. 874-9-88(R) establishing a policy and procedures for the naming of municipal facilities including rooms; and,

WHEREAS, Mayor Stephen Terrell and the Allen City Council desires that the Municipal Courtroom of the City of Allen be named the “Linda Hopper Municipal Courtroom” to honor Judge Hopper for her many contributions and years of public service to the City of Allen.

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

SECTION 1. The Municipal Courtroom for the City of Allen is hereby named the “Linda Hopper Municipal Courtroom.”

SECTION 2. City staff is directed to take the necessary action to ensure that this new name is promulgated properly and any appropriate signage erected as soon as possible following the effective date of this resolution.

SECTION 3. This Resolution shall take effect immediately from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 24TH DAY OF JANUARY 2017.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 24, 2017

SUBJECT: Award Bid and Authorize the City Manager to Execute a Contract with N.G. Painting, LP for Paint, Repairs, and Improvements to the Rowlett Elevated Storage Tank and the Stacy Ground Storage Reservoir #2 in the Amount of \$1,113,700.

STAFF RESOURCE: Chris Flanigan, Director of Engineering

PREVIOUS COUNCIL ACTION: On September 13, 2016, City Council authorized the City Manager to execute a professional services contract with Birkhoff, Hendricks & Carter, L.L.P. in the amount of \$104,275 for professional engineering services related to the Rowlett Elevated Storage Tank, the Stacy Ground Storage Reservoir #2, and the Stacy Road Pump Station #1.

ACTION PROPOSED: Award Bid and Authorize the City Manager to Execute a Contract with N.G. Painting, LP for Paint, Repairs, and Improvements to the Rowlett Elevated Storage Tank and the Stacy Ground Storage Reservoir #2 in the Amount of \$1,113,700.

BACKGROUND

The Rowlett Elevated Storage Tank and Stacy Ground Storage Reservoir (East) underwent routine annual inspections by Texas Tank Services on March 16, 2016. In the resulting report, both facilities were identified as needing internal and exterior recoating with NSF-approved epoxy paint. Council authorized the City Manager to execute a Professional Service Contract with Birkhoff, Hendricks & Carter, L.L.P. to further evaluate the tanks, and complete a hydraulic review of the pumps, electrical system and generators at the Stacy Road Pump Station. Birkhoff, Hendricks & Carter also facilitated development of drawings and specifications for all necessary improvements, sufficient in detail for issuance in a competitive bid process, and agreed to participate in the review of subsequent bids.

A formal request for proposal was advertised on December 2, 2016. On December 28, 2016, a total of five bids were received as follows:

Solicitation # 2017-11-16			
Bidder	Base Bid	Add Alternate	Bid Total
N.G. Paining, LP	\$1,093,700	\$20,000	\$1,113,700
J.R. Stelzer Company	\$1,354,600	\$25,000	\$1,379,600
TMI Coatings, Inc.	\$1,494,000	\$18,000	\$1,512,000

Blastco Texas, Inc.	\$1,513,000	\$70,000	\$1,583,000
Classic Protective Coatings, Inc.	\$2,086,775	\$46,750	\$2,133,525

On January 10, 2017, the City received a letter from Gary C. Hendricks, P.E., R.P.L.S. of Birkhoff, Hendricks & Carter, L.L.P. Professional Engineers, recommending a contract award to N.G. Painting, L.P., based on a review of all bids, and N.G. Painting's record of having satisfactorily completing project similar to ours.

BUDGETARY IMPACT

This project will be funded through both un-programmed water and sewer funds as well as FY17 water and sewer operating revenues, outlined in the capital improvement program and the annual budget.

Rowlett Water Tower, Stacy Ground Storage Reservoir #2 Repaint and Stacy Pump Station Evaluation Project Expenses	
Description	Expense
Engineering Design-Professional Services	\$104,275
Construction Contract	\$1,113,700
Total Project Budget	\$1,217,975

STAFF RECOMMENDATION

Staff recommends that City Council authorize the City Manager to execute a contract with N.G. Painting, LP for paint, repairs, and improvements to the Rowlett Elevated Storage Tank and the Stacy Ground Storage Reservoir #2 in the amount of \$1,113,700.

MOTION

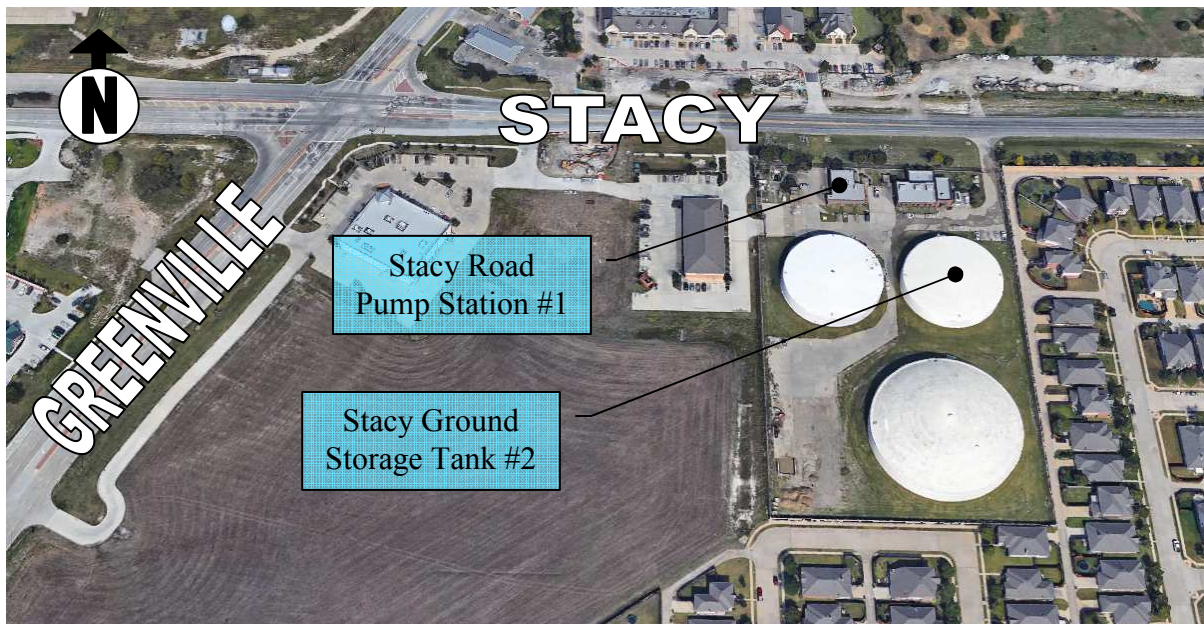
I make a motion to authorize the City Manager to execute a contract with N.G. Painting, LP for paint, repairs, and improvements to the Rowlett Elevated Storage Tank and the Stacy Ground Storage Reservoir #2 in the amount of \$1,113,700.

ATTACHMENTS:

Location Map
Standard Form of Agreement

LOCATION MAP

Rowlett Elevated Storage Tank, the Stacy Ground Storage Reservoir #2
and the Stacy Road Pump Station #1
(January 24, 2017)



STANDARD FORM OF AGREEMENT

STATE OF TEXAS }

COUNTY OF COLLIN }

THIS AGREEMENT, made and entered into this _____ day of _____, A.D. 2009, by and between _____ The City of Allen _____, a municipal corporation, of the County of _____ Collin _____ and State of Texas, acting through _____ Its City Manager _____ thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and _____ Nick Gramatikakis, President _____ N.G. Painting, LP _____ of the City of _____ Kerrville _____, County of _____ Kerr _____ and State of _____ Texas _____, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

CIP NO: WA1604
SOLICITATION: #2017-11-16

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefor, as prepared by **City of Allen, 305 Century Parkway, Allen, TX 75013** herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written Proposal, and the General Conditions of the Agreement hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same on or before April 30, 2017, as agreed to by Contractor through submission of schedule, subject to such extensions of time as are provided by the General and Special Conditions.

THE OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

CITY OF ALLEN, TEXAS

Party of the First Part (OWNER)

By: _____
Peter H. Vargas, City Manager

Attest: _____
Shelley B. George, City Secretary

N.G. Painting, LP

Party of the Second Part (CONTRACTOR)

By: _____
Nick Gramatikakis, President

Attest: _____

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

January 24, 2017

SUBJECT:

Award Bid and Authorize the City Manager to Execute an Annual Contract for Mowing Services with Carruthers Landscape Management, Inc. for Various Greenbelts, Right-of-Ways, Medians, and Easements with Three Optional One-Year Renewals in the Amount of \$388,120.

STAFF RESOURCE:

Tim Dentler, Director of Parks and Recreation
Debra Morris, Purchasing Manager

ACTION PROPOSED:

Award Bid and Authorize the City Manager to Execute an Annual Contract for Mowing Services with Carruthers Landscape Management, Inc. for Various Greenbelts, Right-of-Ways, Medians, and Easements with Three Optional One-Year Renewals in the Amount of \$388,120.

BACKGROUND

In an effort to reduce pricing, a contract for the mowing of greenbelts and certain right-of-ways, medians, and easements was solicited separately from the existing Parks and Recreation mowing contract. The Purchasing Division advertised for these mowing services and solicited responses from 175 vendors and ultimately received four (4) responses on December 21, 2016. The bid establishes a beginning date of February 1, 2017. After evaluation, staff recommends award of an annual contract with three one-year renewal options to the low bidder, Carruthers Landscape Management, Inc. in the amount of \$388,120.

BUDGETARY IMPACT

Funds for the mowing of greenbelts, right-of-ways, medians, and easements are available in Park Operations within the General Fund and in the Drainage Fund.

STAFF RECOMMENDATION

Staff recommends authorizing the City Manager to execute an annual contract for mowing services with Carruthers Landscape Management, Inc. for various greenbelts, right-of-ways, medians, and easements with three optional one-year renewals in the amount of \$388,120.

MOTION

I make a motion to authorize the City Manager to execute an annual contract for mowing services with

Carruthers Landscape Management, Inc. for various greenbelts, right-of-ways, medians, and easements with three optional one-year renewals in the amount of \$388,120.

ATTACHMENTS:

Bid Tabulation



PRICING SHEET
BID #2017-11-19 FOR MOWING SERVICES
OPENED: DECEMBER 21, 2016 AT 2:00 P.M.

Description	# of visits	BLADE TURNERS		LAWNSTAR LANDSCAPE		CARRUTHERS LANDSCAPE MGT. INC		JBA LAND MANAGEMENT LLC	
Greenbelts		Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
Arts of Collin County Greenbelt Base Bid (single visit)	18	\$150.00	\$2,700.00	\$40.00	\$720.00	\$40.00	\$720.00	\$75.00	\$1,350.00
Arts of Collin County Trail Base Bid (single visit)	18	\$299.00	\$5,382.00	\$120.00	\$2,160.00	\$135.00	\$2,430.00	\$150.00	\$2,700.00
Auburn Springs Greenbelt Base Bid (single visit)	18	\$199.00	\$3,582.00	\$170.00	\$3,060.00	\$225.00	\$4,050.00	\$165.00	\$2,970.00
Brookside Greenbelt Base Bid (single visit)	18	\$199.00	\$3,582.00	\$160.00	\$2,880.00	\$180.00	\$3,240.00	\$132.00	\$2,376.00
Celebration Pass Trail Base Bid (single visit)	18	\$229.00	\$4,122.00	\$80.00	\$1,440.00	\$90.00	\$1,620.00	\$125.00	\$2,250.00
Cottonwood Creek Trail Base Bid (single visit)	18	\$299.00	\$5,382.00	\$320.00	\$5,760.00	\$360.00	\$6,480.00	\$481.00	\$8,658.00
Cottonwood Greenbelt East Base Bid (single visit)	18	\$249.00	\$4,482.00	\$280.00	\$5,040.00	\$315.00	\$5,670.00	\$225.00	\$4,050.00
Cottonwood Greenbelt West Base Bid (single visit)	18	\$299.00	\$5,382.00	\$320.00	\$5,760.00	\$360.00	\$6,480.00	\$225.00	\$4,050.00
Ford West Greenbelt Base Bid (single visit)	18	\$99.00	\$1,782.00	\$40.00	\$720.00	\$20.00	\$360.00	\$50.00	\$900.00
Hidden Creek Greenbelt Base Bid (single visit)	18	\$159.00	\$2,862.00	\$120.00	\$2,160.00	\$135.00	\$2,430.00	\$115.00	\$2,070.00
Highland Meadows Greenbelt Base Bid (single visit)	18	\$189.00	\$3,402.00	\$200.00	\$3,600.00	\$225.00	\$4,050.00	\$130.00	\$2,340.00
Mustang Branch Greenbelt Base Bid (single visit)	18	\$279.00	\$5,022.00	\$240.00	\$4,320.00	\$270.00	\$4,860.00	\$225.00	\$4,050.00
Parkhurst Greenbelt Base Bid (single visit)	18	\$109.00	\$1,962.00	\$80.00	\$1,440.00	\$90.00	\$1,620.00	\$65.00	\$1,170.00
Roma Court Greenbelt Base Bid (single visit)	18	\$109.00	\$1,962.00	\$80.00	\$1,440.00	\$90.00	\$1,620.00	\$65.00	\$1,170.00
Rowlett Creek Trail Loop turnaround Greenbelt Base Bid(single v.)	18	\$99.00	\$1,782.00	\$40.00	\$720.00	\$20.00	\$360.00	\$30.00	\$540.00
Rowlett Creek Trail West Greenbelt Base Bid (single visit)	18	\$99.00	\$1,782.00	\$40.00	\$720.00	\$40.00	\$720.00	\$75.00	\$1,350.00
Rowlett Creek Trail East Greenbelt Base Bid (single visit)	18	\$99.00	\$1,782.00	\$80.00	\$1,440.00	\$90.00	\$1,620.00	\$75.00	\$1,350.00
Russell Creek Greenbelt Base Bid (single visit)	18	\$99.00	\$1,782.00	\$80.00	\$1,440.00	\$90.00	\$1,620.00	\$75.00	\$1,350.00
Shadow Lakes Greenbelt Base Bid (single visit)	18	\$299.00	\$5,382.00	\$170.00	\$3,060.00	\$180.00	\$3,240.00	\$240.00	\$4,320.00
Total Misc. Greenbelts Base Bid			\$64,116.00		\$47,880.00		\$53,190.00		\$49,014.00
Spring Meadow Greenbelt South Section Base Bid (single visit)	18	\$49.00	\$882.00	\$40.00	\$720.00	\$20.00	\$360.00	\$30.00	\$540.00
Spring Meadow Greenbelt North Section Base Bid (single visit)	18	\$49.00	\$882.00	\$40.00	\$720.00	\$20.00	\$360.00	\$30.00	\$540.00
Total Spring Meadow Greenbelt Base Bid (single visit)			\$1,764.00		\$1,440.00		\$720.00		\$1,080.00
Summerfield Greenbelt area Base Bid (single visit)	18	\$192.00	\$3,456.00	\$80.00	\$1,440.00	\$40.00	\$720.00	\$75.00	\$1,350.00
Suncreek Greenbelt North Side Base Bid (single visit)	18	\$165.00	\$2,970.00	\$200.00	\$3,600.00	\$225.00	\$4,050.00	\$125.00	\$2,250.00
Suncreek Greenbelt South Side Base Bid (single visit)	18	\$165.00	\$2,970.00	\$200.00	\$3,600.00	\$225.00	\$4,050.00	\$125.00	\$2,250.00
Suncreek Greenbelt Wooded Trail Base Bid (single visit)	18	\$165.00	\$2,970.00	\$200.00	\$3,600.00	\$180.00	\$3,240.00	\$125.00	\$2,250.00
Total Suncreek Greenbelt Base Bid (single visit)			\$12,366.00		\$12,240.00		\$12,060.00		\$8,100.00
The Woods at Watters Rd. Greenbelt Base Bid (single visit)	18	\$99.00	\$1,782.00	\$40.00	\$720.00	\$40.00	\$720.00	\$65.00	\$1,170.00
Twin Creeks Greenbelt Trail Base Bid (single visit)	18	\$125.00	\$2,250.00	\$80.00	\$1,440.00	\$90.00	\$1,620.00	\$75.00	\$1,350.00
Twin Creeks Greenbelt Gladewater Dr. Open Space Base Bid (single visit)	18	\$125.00	\$2,250.00	\$80.00	\$1,440.00	\$90.00	\$1,620.00	\$85.00	\$1,530.00
Total Twin Creeks Greenbelt Base Bid (single visit)			\$6,282.00		\$3,600.00		\$3,960.00		\$4,050.00
Urban Loop Trail Greenbelt Base Bid (single visit)	18	\$40.00	\$720.00	\$40.00	\$720.00	\$20.00	\$360.00	\$45.00	\$810.00

Description	# of visits	BLADE TURNERS		LAWNSTAR LANDSCAPE		CARRUTHERS LANDSCAPE MGT. INC		JBA LAND MANAGEMENT LLC	
Victoria Gardens Greenbelt Base Bid (single visit)	18	\$99.00	\$1,782.00	\$40.00	\$720.00	\$20.00	\$360.00	\$45.00	\$810.00
Waterford Crossing Greenbelt Base Bid (single visit)	18	\$199.00	\$3,582.00	\$40.00	\$720.00	\$40.00	\$720.00	\$120.00	\$2,160.00
Waterford Park Greenbelt Base Bid (single visit)	18	\$199.00	\$3,582.00	\$80.00	\$1,440.00	\$90.00	\$1,620.00	\$80.00	\$1,440.00
Watters Branch Greenbelt Base Bid (single visit)	18	\$229.00	\$4,122.00	\$200.00	\$3,600.00	\$225.00	\$4,050.00	\$175.00	\$3,150.00
Watters Creek/Market Street Greenbelt Base Bid (single visit)	18	\$99.00	\$1,782.00	\$80.00	\$1,440.00	\$90.00	\$1,620.00	\$65.00	\$1,170.00
Watters Crossing Greenbelt Base Bid (single visit)	18	\$159.00	\$2,862.00	\$120.00	\$2,160.00	\$90.00	\$1,620.00	\$95.00	\$1,710.00
Total			\$18,432.00		\$10,800.00		\$10,350.00		\$11,250.00
TOTAL GREENBELTS Base Bid (single visit)			\$102,960.00		\$75,960.00		\$80,280.00		\$73,494.00
Right of Ways/Medians/Easements									
***NOTE-Include price to keep any and all brick pavers weed and debris free!									
Allen Dr. / St. Mary Dr. Bid Base (single visit)	35	\$112.00	\$3,920.00	\$250.00	\$8,750.00	\$220.00	\$7,700.00	\$265.00	\$9,275.00
Allen Heights Dr. Base Bid (single visit)	35	\$688.00	\$24,080.00	\$500.00	\$17,500.00	\$440.00	\$15,400.00	\$590.00	\$20,650.00
N. Alma Rd. Base Bid (single visit)	35	\$299.00	\$10,465.00	\$400.00	\$14,000.00	\$300.00	\$10,500.00	\$388.00	\$13,580.00
S. Alma Rd. Base Bid (single visit)	35	\$167.00	\$5,845.00	\$150.00	\$5,250.00	\$130.00	\$4,550.00	\$155.00	\$5,425.00
Angel Pkwy. Base Bid (single visit)	35	\$629.00	\$22,015.00	\$450.00	\$15,750.00	\$390.00	\$13,650.00	\$522.00	\$18,270.00
Bethany Dr. East Base Bid (single visit)	35	\$829.00	\$29,015.00	\$600.00	\$21,000.00	\$525.00	\$18,375.00	\$713.00	\$24,955.00
Bethany Dr. West-wild flowers in season Base Bid (single visit)	23	\$102.00	\$2,346.00	\$50.00	\$1,150.00	\$20.00	\$460.00	\$90.00	\$2,070.00
Bethany Dr. West-wild flowers not season Base Bid (single visit)	12	\$102.00	\$1,224.00	\$50.00	\$600.00	\$20.00	\$240.00	\$150.00	\$1,800.00
Total (lines 53 - 60)			\$98,910.00		\$84,000.00		\$70,875.00		\$96,025.00
Burnside Dr. R. O. W. Base Bid (single visit)	18	\$70.00	\$1,260.00	\$100.00	\$1,800.00	\$90.00	\$1,620.00	\$120.00	\$2,160.00
Chelsea Blvd. Base Bid (single visit)	35	\$95.00	\$3,325.00	\$500.00	\$17,500.00	\$40.00	\$1,400.00	\$75.00	\$2,625.00
Chaparral Rd. Base Bid (single visit)	35	\$169.00	\$5,915.00	\$100.00	\$3,500.00	\$40.00	\$1,400.00	\$116.00	\$4,060.00
Curtis Dr. Base Bid (single visit)	35	\$20.00	\$700.00	\$50.00	\$1,750.00	\$20.00	\$700.00	\$45.00	\$1,575.00
Custer Rd. R.O.W. Base Bid (single visit)	35	\$59.00	\$2,065.00	\$50.00	\$1,750.00	\$20.00	\$700.00	\$45.00	\$1,575.00
Exchange Pkwy. East Base Bid (single visit)	35	\$576.00	\$20,160.00	\$450.00	\$15,750.00	\$390.00	\$13,650.00	\$550.00	\$19,250.00
Exchange Pkwy. Far East Base Bid (single visit)	18	\$113.00	\$2,034.00	\$200.00	\$3,600.00	\$180.00	\$3,240.00	\$250.00	\$4,500.00
Exchange Pkwy. West Base Bid (single visit)	35	\$135.00	\$4,725.00	\$100.00	\$3,500.00	\$85.00	\$2,975.00	\$120.00	\$4,200.00
Exchange Pkwy. Far West Base Bid (single visit)	35	\$665.00	\$23,275.00	\$550.00	\$19,250.00	\$480.00	\$16,800.00	\$605.00	\$21,175.00
Fountain Gate Dr. Base Bid (single visit)	35	\$50.00	\$1,750.00	\$50.00	\$1,750.00	\$20.00	\$700.00	\$58.00	\$2,030.00
Greenville Ave. Base Bid (single visit)	35	\$344.00	\$12,040.00	\$400.00	\$14,000.00	\$350.00	\$12,250.00	\$465.00	\$16,275.00
Greenville Ave. R.O.W. at Keith Dr. Base Bid (single visit)	18	\$29.00	\$522.00	\$50.00	\$900.00	\$20.00	\$360.00	\$45.00	\$810.00
Hedgcoxe Rd. Base Bid (single visit)	35	\$279.00	\$9,765.00	\$250.00	\$8,750.00	\$220.00	\$7,700.00	\$280.00	\$9,800.00
Jupiter Rd. Base Bid (single visit)	35	\$193.00	\$6,755.00	\$150.00	\$5,250.00	\$130.00	\$4,550.00	\$165.00	\$5,775.00
Main Street – (East of Allen Heights Dr.) Base Bid (single visit)	35	\$79.00	\$2,765.00	\$100.00	\$3,500.00	\$40.00	\$1,400.00	\$75.00	\$2,625.00
Main Street – (East of Greenville Ave.) Base Bid (single visit)	35	\$89.00	\$3,115.00	\$100.00	\$3,500.00	\$40.00	\$1,400.00	\$77.00	\$2,695.00
Main Street Downtown Base Bid (single visit)	35	\$69.00	\$2,415.00	\$50.00	\$1,750.00	\$40.00	\$1,400.00	\$65.00	\$2,275.00
Malone Rd. R.O.W. Base Bid (single visit)	18	\$69.00	\$1,242.00	\$100.00	\$1,800.00	\$90.00	\$1,620.00	\$105.00	\$1,890.00
Total			\$103,828.00		\$109,600.00		\$73,865.00		\$105,295.00
McDermott Rd.									
1. East side Base Bid (single visit)	31	\$205.00	\$6,355.00	\$100.00	\$3,100.00	\$440.00	\$13,640.00	\$170.00	\$5,270.00
a. Leaf Mulching Base Bid(single visit)	4	\$199.00	\$796.00	\$200.00	\$800.00	\$440.00	\$1,760.00	\$375.00	\$1,500.00
2. West side Base Bid (single visit)	35	\$450.00	\$15,750.00	\$400.00	\$14,000.00	\$220.00	\$7,700.00	\$375.00	\$13,125.00
Total McDermott Dr. Base Bid (single visit)			\$22,901.00		\$17,900.00		\$23,100.00		\$19,895.00

[illegible]

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

January 24, 2017

SUBJECT:

Award Bid and Authorize the City Manager to Execute an Annual Contract with Firestone Complete Auto Care for Routine Service and Repair of the City Fleet with Two Optional One-Year Renewals in the Amount of \$350,000, and Execute a Contract with The Auto Shop as the Secondary Vendor.

STAFF RESOURCE:

Debra Morris, Purchasing Manager
Jimmy Knipp, Assistant Director of Community Services
Ken Myers, Deputy Police Chief
Richard Vaughn, Fire Division Chief

ACTION PROPOSED:

Award Bid and Authorize the City Manager to Execute an Annual Contract with Firestone Complete Auto Care for Routine Service and Repair of the City Fleet with Two Optional One-Year Renewals in the Amount of \$350,000, and Execute a Contract with The Auto Shop as the Secondary Vendor.

BACKGROUND

The need to maintain the City of Allen fleet is a collective responsibility, ensuring safety to our City of Allen employees and citizens. Preventative maintenance and repair to City fleet vehicles is an important daily operation. Routine schedules for repairs and maintenance reduce future repair costs and optimize fleet performance, maintain asset value, and extend the life cycle of the vehicles.

On December 1, 2016, the Purchasing Division received six bid responses. Firestone Complete Auto Care provided the overall lowest and best value to the City. An award to The Auto Shop as the Secondary contracted vendor is a safeguard in the event that the Primary vendor is unable to provide the contractually obligated services.

BUDGETARY IMPACT

Funding for vehicle maintenance services are included in the City's departmental operating budgets.

STAFF RECOMMENDATION

Staff recommends authorizing the City Manager to execute an annual contract with Firestone Complete Auto Care for routine service and repair of the City Fleet with two optional one-year renewals in the amount of \$350,000, and authorizing execution of a contract with The Auto Shop as the secondary vendor.

MOTION

I make a motion to authorize the City Manager to execute an annual contract with Firestone Complete Auto Care for routine service and repair of the City Fleet with two optional one-year renewals in the amount of \$350,000, and authorizing execution of a contract with The Auto Shop as the secondary vendor.

ATTACHMENTS:

Bid Tab

Service and Repair for City of Allen Vehicle Fleet
Solicitation # 2016-9-194
Bid Tabulation

Type of Service		Kwik Kar- Tim Kaiser 972-396-1022 tim@kwikkar400.com		Craig's Car Care Inc- Craig Zale 972-941-6700 craig@craigscarcare.com		Good Year- Tim Frost/Jeff (East Main Street) 972-692-8084 gsr4161@goodyear.com		Firestone - Billy Scoville 972-390-8741		NTB- Greg Ingram - 561-383-3000 ext. 7060 rthompson@tirekingdom.com		The Auto Shop - Jerry Kezhaya 972-578-0588 Jerry@TheAutoShop.com	
Brake Service (Flat Fee)		Cost	Note on Break Category	Cost	Note on Break Category	Cost	Note on Break Category	Cost	Note on Break Category	Cost	Note on Break Category	Cost	Note on Break Category
1	Car Under 3800 lbs. GVW	no bid		\$89.99 per hour	Per Mitchell Labor guide. Parts shall be marked up 10% over shop cost	\$179.95		\$90.00 - Front or Rear Brakes, \$80.00 Rear Drum		\$94.34		\$85.50 per per hour	Parts Cost + 10%
2	Sport Utility Vehicle (SUV and Van 1/2 to 1 Ton	no bid		\$89.99 per hour	Per Mitchell Labor guide. Parts shall be marked up 10% over shop cost	\$179.95		\$90.00 - Front or Rear Brakes, \$80.00 Rear Drum		\$94.34		\$85.50 per per hour	Parts Cost + 10%
3	Pick-up 1/2 to 3/4 Ton	no bid		\$99.99 per hour	Per Mitchell Labor guide. Parts shall be marked up 10% over shop cost	\$189.95		\$90.00 - Front or Rear Brakes, \$80.00 Rear Drum		\$94.34		\$85.50 per per hour	Parts Cost + 10%
4	Pick-up 1 Ton to 1 1/2 Ton	no bid		\$99.99 per hour	Per Mitchell Labor guide. Parts shall be marked up 10% over shop cost	no bid		\$90.00 - Front or Rear Brakes, \$80.00 Rear Drum		no bid		\$105.50 per hour	Parts Cost + 10%
5	Medium Duty Truck	no bid		\$159.99 per hour	Per Mitchell Labor guide. Parts shall be marked up 10% over shop cost	no bid		no bid		no bid		%155.50 per hour	Parts Cost + 10%
6	Police Sedan and SUV	no bid		\$89.99 per hour	Per Mitchell Labor guide. Parts shall be marked up 10% over shop cost	\$189.95		\$90.00 - Front or Rear Brakes, \$80.00 Rear Drum		no bid		\$85.50 per hour	Parts Cost + 10%

	Type of Service	Kwik Kar- Tim Kaiser 972-396-1022 tim@kwikkar400.com		Craig's Car Care Inc- Craig Zale 972-941-6700 craig@craigscarcare.com		Good Year- Tim Frost/Jeff (East Main Street) 972-692-8084 gsr4161@goodyear.com		Firestone - Billy Scoville 972-390-8741		NTB- Greg Ingram - 561-383-3000 ext. 7060 rthompson@tirekingdom.com		The Auto Shop - Jerry Kezhaya 972-578-0588 Jerry@TheAutoShop.com	
	Alignment (Flat Fee)	Cost	Note on Break Category	Cost	Note on Break Category	Cost	Note on Break Category	Cost	Note on Break Category	Cost	Note on Break Category	Cost	Note on Break Category
7	Car Under 3800 lbs. GVW	no bid		\$79.32		\$69.95		\$69.99		\$76.49		\$65.40	For factory available adjustments
8	Sport Utility Vehicle (SUV and Van 1/2 to 1 Ton	no bid		\$79.32		\$69.95		\$69.99		\$76.49		\$65.40	For factory available adjustments
9	Pick-up 1/2 to 3/4 Ton	no bid		\$79.32		\$69.95		\$69.99		\$76.49		\$65.40	For factory available adjustments
10	Pick-up 1 Ton to 1 1/2 Ton	no bid		\$99.99		no bid		\$69.99		no bid		\$105.50	For factory available adjustments
11	Medium Duty Truck	no bid		\$159.99		no bid		\$69.99		no bid		no bid	

	Transmission Svc (Hourly Rate)	Cost	Note on Break Category	Cost	Note on Break Category	Cost	Note on Break Category	Cost	Note on Break Category	Cost	Note on Break Category	Cost	Note on Break Category
12	Car Under 3800 lbs. GVW	no bid		\$89.99 per hour	Per Mitchell Labor guide. Parts shall be marked up 10% over shop cost	\$129.95	Transmission Flush	\$60.00 Fluid only, + \$40.00 pan & filter service		\$94.34 plus parts		\$86.50 per hour	Parts Cost + 10%
13	Sport Utility Vehicle (SUV and Van 1/2 to 1 Ton	no bid		\$89.99 per hour	Per Mitchell Labor guide. Parts shall be marked up 10% over shop cost	\$129.95	Transmission Flush	\$60.00 Fluid only, + \$40.00 pan & filter service		\$94.34 plus parts		\$86.50 per hour	Parts Cost + 10%
14	Pick-up 1/2 to 3/4 Ton	no bid		\$89.99 per hour	Per Mitchell Labor guide. Parts shall be marked up 10% over shop cost	\$129.95	Transmission Flush	\$60.00 Fluid only, + \$40.00 pan & filter service		no bid		\$86.50 per hour	Parts Cost + 10%
15	Pick-up 1 Ton to 1 1/2 Ton	no bid		\$89.99 per hour	Per Mitchell Labor guide. Parts shall be marked up 10% over shop cost	no bid		\$60.00 Fluid only, + \$40.00 pan & filter service		no bid		\$86.50 per hour	Parts Cost + 10%
16	Medium Duty Truck	no bid		\$89.99 per hour	Per Mitchell Labor guide. Parts shall be marked up 10% over shop cost	no bid		\$60.00 Fluid only, + \$40.00 pan & filter service		no bid		\$86.50 per hour	Parts Cost + 10%

	HVAC (Hourly Rate) Cost on Parts + % not to exceed 10%	Cost	Note on Break Category	Cost	Note on Break Category	Cost	Note on Break Category	Cost	Note on Break Category	Cost	Note on Break Category	Cost	Note on Break Category
17	Car Under 3800 lbs. GVW	no bid		\$89.99 per hour	Per Mitchell Labor guide. Parts shall be marked up 10% over shop cost	no bid		\$79.99 + \$1.25 per oz of 134A		\$135.99	includes most materials	\$86.50 per hour	Parts Cost + 10%
18	Sport Utility Vehicle (SUV and Van 1/2 to 1 Ton	no bid		\$89.99 per hour	Per Mitchell Labor guide. Parts shall be marked up 10% over shop cost	no bid		\$79.99 + \$1.25 per oz of 134A		\$135.99	includes most materials	\$86.50 per hour	Parts Cost + 10%

	Type of Service	Kwik Kar- Tim Kaiser 972-396-1022 tim@kwikkar400.com		Craig's Car Care Inc- Craig Zale 972-941-6700 craig@craigscarcare.com		Good Year- Tim Frost/Jeff (East Main Street) 972-692-8084 gsr4161@goodyear.com		Firestone - Billy Scoville 972-390-8741		NTB- Greg Ingram - 561-383-3000 ext. 7060 rthompson@tirekingdom.com		The Auto Shop - Jerry Kezhaya 972-578-0588 Jerry@TheAutoShop.com	
19	Pick-up 1/2 to 3/4 Ton	no bid		\$89.99 per hour	Per Mitchell Labor guide. Parts shall be marked up 10% over shop cost	no bid		\$79.99 + \$1.25 per oz of 134A		\$135.99	includes most materials	\$86.50 per hour	Parts Cost + 10%
20	Pick-up 1 Ton to 1 1/2 Ton	no bid		\$99.99 per hour	Per Mitchell Labor guide. Parts shall be marked up 10% over shop cost	no bid		\$79.99 + \$1.25 per oz of 134A		no bid		\$105.50 per hour	Parts Cost + 10%
21	Medium Duty Truck	no bid		\$150.99 per hour	Per Mitchell Labor guide. Parts shall be marked up 10% over shop cost	no bid		no bid		no bid		155.50 per hour	Parts Cost + 10%

	Tune Up (Flat Fee) Cost on Parts + % not to exceed 10%	Cost	Note on Break Category	Cost	Note on Break Category	Cost	Note on Break Category	Cost	Note on Break Category	Cost	Note on Break Category	Cost	Note on Break Category
22	Car Under 3800 lbs. GVW	no bid		\$89.99 per hour	Per Mitchell Labor guide. Parts shall be marked up 10% over shop cost	no bid		\$85.00 per hour	10% over MSRP	\$94.39		\$86.50 per hour	Parts Cost + 10%
23	Sport Utility Vehicle (SUV and Van 1/2 to 1 Ton	no bid		\$89.99 per hour	Per Mitchell Labor guide. Parts shall be marked up 10% over shop cost	no bid		\$85.00 per hour	10% over MSRP	\$94.39		\$86.50 per hour	Parts Cost + 10%
24	Pick-up 1/2 to 3/4 Ton	no bid		\$89.99 per hour	Per Mitchell Labor guide. Parts shall be marked up 10% over shop cost	no bid		\$85.00 per hour	10% over MSRP	\$94.39		\$86.50 per hour	Parts Cost + 10%
25	Pick-up 1 Ton to 1 1/2 Ton	no bid		99.99 per hour	Per Mitchell Labor guide. Parts shall be marked up 10% over shop cost	no bid		\$85.00 per hour	10% over MSRP	no bid		\$105.50 per hour	Parts Cost + 10%
26	Medium Duty Truck	no bid		\$150.99 per hour	Per Mitchell Labor guide. Parts shall be marked up 10% over shop cost	no bid		\$85.00 per hour	10% over MSRP	no bid		155.50 per hour	Parts Cost + 10%
27	If applicable, provide additional pricing as needed on various cylinder sizes	no bid		\$89.00 per hour	Per Mitchell Labor guide. Parts shall be marked up 10% over shop cost	no bid		\$85.00 per hour	10% over MSRP	no bid		no bid	

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	Oil, Filter and lubrication (Syn and non Syn) "Flat Fee"	Cost	Note on Break Category	Cost	Note on Break Category	Cost	Note on Break Category	Cost	Note on Break Category	Cost	Note on Break Category	Cost	Note on Break Category
28	Car Under 3800 lbs. GVW	\$35.99 - up to 5 quarts of conventional Pennzoil, \$51.29 - u to 5 quarts semi-synthetic Pennzoil, \$56.69 to 5 quarts full synthetic Pennzoil		\$45.18 Synthetic / \$28.19 Standard	For Synthetic Oil up to 6 quarts. \$6.93 per quarts for oil past 6 qts. For standard oil up to 6 quarts. \$4.95 per quart	\$27.95 Standard / \$44.95 Synthetic Oil Change		\$27.99 = includes \$8.50 labor + \$3.99 filter+ non-syn oil @ \$15.50 (up to 5 qts). \$54.99= includes \$8.50 labor = 12.99 filter+ Synthetic oil @ \$ 33.50 (up to 5 qts)	\$8.50 labor \$3.99 - \$12.99 per filter	\$54.00 Synthetic/\$26.99 Non-Synthetic up to 5.5 Qts.		\$39.95 Gas Engine up to 6 Qts of Synthetic Oil / \$24.95 Gas Engines up to 6 Qts Standard Oil	
29	Sport Utility Vehicle (SUV and Van 1/2 to 1 Ton	\$35.99 - up to 5 quarts of conventional Pennzoil, \$51.29 - u to 5 quarts semi-synthetic Pennzoil, \$56.69 to 5 quarts full synthetic Pennzoil		\$45.18 Synthetic / \$28.19 Standard	For Synthetic Oil up to 6 quarts. \$6.93 per quarts for oil past 6 qts. For standard oil up to 6 quarts. \$4.95 per quart	\$27.95 Standard / \$44.95 Synthetic Oil Change		\$27.99 = includes \$8.50 labor + \$3.99 filter+ non-syn oil @ \$15.50 (up to 5 qts). \$54.99= includes \$8.50 labor = 12.99 filter+ Synthetic oil @ \$ 33.50 (up to 5 qts)	\$8.50 labor \$3.99 - \$12.99 per filter	\$54.00 Synthetic/\$26.99 Non-Synthetic up to 5.5 Qts.		\$39.95 Gas Engine up to 6 Qts of Synthetic Oil / \$24.95 Gas Engines up to 6 Qts Standard Oil	
30	Pick-up 1/2 to 3/4 Ton	\$35.99 - up to 5 quarts of conventional Pennzoil, \$51.29 - u to 5 quarts semi-synthetic Pennzoil, \$56.69 to 5 quarts full synthetic Pennzoil		\$45.18 Synthetic / \$28.19 Standard	For Synthetic Oil up to 6 quarts. \$6.93 per quarts for oil past 6 qts. For standard oil up to 6 quarts. \$4.95 per quart	\$27.95 Standard / \$44.95 Synthetic Oil Change		\$27.99 = includes \$8.50 labor + \$3.99 filter+ non-syn oil @ \$15.50 (up to 5 qts). \$54.99= includes \$8.50 labor = 12.99 filter+ Synthetic oil @ \$ 33.50 (up to 5 qts)	\$8.50 labor \$3.99 - \$12.99 per filter	\$54.00 Synthetic/\$26.99 Non-Synthetic up to 5.5 Qts.		\$39.95 Gas Engine up to 6 Qts of Synthetic Oil / \$24.95 Gas Engines up to 6 Qts Standard Oil	
31	Pick-up 1 Ton to 1 and 1/2 ton	\$35.99 - up to 5 quarts of conventional Pennzoil, \$51.29 - u to 5 quarts semi-synthetic Pennzoil, \$56.69 to 5 quarts full synthetic Pennzoil		\$45.18 Synthetic / \$28.19 Standard	For Synthetic Oil up to 6 quarts. \$6.93 per quarts for oil past 6 qts. For standard oil up to 6 quarts. \$4.95 per quart	\$59.99 Diesel Oil Change - 10 Quarts, \$103.99 Diesel Oil Change 15 Quarts and \$169.99 Diesel Synthetic Oil Change 15 Qts		\$27.99 = includes \$8.50 labor + \$3.99 filter+ non-syn oil @ \$15.50 (up to 5 qts). \$54.99= includes \$8.50 labor = 12.99 filter+ Synthetic oil @ \$ 33.50 (up to 5 qts)	\$8.50 labor \$3.99 - \$12.99 per filter	no bid		\$63.95 - Gas Engine up to 6 Qts of Synthetic Oil/ \$49.95 Gas Engines up to 6 Qts Standard Oil	
32	Medium Duty Truck	\$35.99 - up to 5 quarts of conventional Pennzoil, \$51.29 - u to 5 quarts semi-synthetic Pennzoil, \$56.69 to 5 quarts full synthetic Pennzoil		\$241.42 Synthetic/ \$192.10 Standard	For Synthetic Oil up to 7 gallons \$27.72 per gallon for oil past 7 gallons. For standard oil up to 7 gallons. \$19.80 per gallon	no bid		no bid	no bid	no bid		no bid	
33	Cost per quart on all <u>non-synthetic</u> oil, each 1 quart	\$6.49 per quart conventional Pennzoil		\$4.95		\$3.25		\$15.50 up to 5 qts, \$3.10 per additional quart	Conventional Oil	\$3.08		\$4.38	
34	Cost per quart of all <u>synthetic oil</u> , each at 1 quart	\$6.99 per quart semi-synthetic Pennzoil \$9.99 per quart full synthetic Pennzoil		\$6.93	Note: Diesel trucks 3/4 to 1-1/2 tons GVW is \$112.98 for Synthetic up to 3 gallons and \$90.38 for non-synthetic up to 3 gallons	\$8.25		Dexos Oil - GM's Synthetic Blend @ \$25.50 up to 5 qts @ \$5.10 additional qts. FULL Synthetic Oil \$33.50 up to 5 qts @ \$6.70 each add'l qt		\$8.49		\$6.14	

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Battery Removal and Replacement (Flat Fee)		Cost	Note on Break Category	Cost	Note on Break Category	Cost	Note on Break Category	Cost	Note on Break Category	Cost	Note on Break Category	Cost	Note on Break Category
34	Car Under 3800 lbs. GVW	\$153.00- 24 month/5 year warranty - Interstate Battery		\$18.08 labor only	Includes labor parts battery to be marked up no marked up no more than 10% over shopt cost	\$9.95		\$15.00		\$11.04 labor only	Does not include parts	\$16.00 Standard Labor Only	
35	Sport Utility Vehicle (SUV and Van 1/2 to 1 Ton	\$153.00- 24 month/5 year warranty - Interstate Battery		\$18.08 labor only	Includes labor parts battery to be marked up no marked up no more than 10% over shop cost	\$9.95		\$15.00		\$11.04 labor only	Does not include parts	\$16.00 Standard Labor Only	
36	Pick-up 1/2 to 3/4 Ton	\$153.00- 24 month/5 year warranty - Interstate Battery		\$18.08 labor only	Includes labor parts battery to be marked up no marked up no more than 10% over shop cost	\$9.95		\$15.00		\$11.04 labor only	Does not include parts	\$16.00 Standard Labor Only	
37	Pick-up 1 Ton to 1 1/2 Ton	\$153.00- 24 month/5 year warranty - Interstate Battery		\$18.08 labor only	Includes labor parts battery to be marked up no marked up no more than 10% over shop cost	\$9.95		\$15.00		no bid		\$24.00 Standard Labor Only	
38	Medium Duty Truck	\$175.00-24 Month/5 Year warranty-Interstate Battery		\$35.00 Labor only	Includes labor parts battery to be marked up no marked up no more than 10% over shop cost	no bid		\$15.00		no bid		\$35.00 Standard Labor Only	

	Kwik Kar of Allen		Craig's Car Care		Goodyear		Firestone		NTB		The Auto Shop
Discount off list price for items not listed in the bid document to be offered to the City of Allen	10%		10%		10%		10%		15%		15%
What is your flat fee for diagnostics?	N/A		\$89.99 per hour billed in 30 minute increments		\$102.00		\$89.99		\$94.39		\$85.50 per clock hour for vehicle up to 1 ton
Do you offer warranty on Parts if yes what is the warranty?	Yes - 1 year		Yes - 12 months/12,000 Miles		Yes See Warranty Guide		Yes- 12 months/12,000 Miles (some parts have greater warranties)		no		Yes - 12 months/12,000 miles
Do you offer warranty on Labor? If yes, what is the warranty?	yes- 1 year		Yes - 12 months/12,000 Miles		Yes See Warranty Guide		Yes- 12 months/12,000 Miles		no		Yes - 12 months/12,000 miles
Provide the name of the National Industry Standard Manual, Electronic Database and Price Lists you are using	Alldata		Michell		Michell		Michell		Mitchell		Alldata, Mitchell and Identifix

Type of Service	Kwik Kar- Tim Kaiser 972-396-1022 tim@kwikkar400.com	Craig's Car Care Inc- Craig Zale 972-941-6700 craig@craigscarcare.com	Good Year- Tim Frost/Jeff (East Main Street) 972-692-8084 gsr4161@goodyear.com	Firestone - Billy Scoville 972-390-8741	NTB- Greg Ingram - 561-383-3000 ext. 7060 rthompson@tirekingdom.com	The Auto Shop - Jerry Kezhaya 972-578-0588 Jerry@TheAutoShop.com
Transmission Pricing	Kwik Kar	Craig's Car Care	Goodyear	Firestone	NTB	The Auto Shop
Provide your price transmission rebuild and replacement price range for all vehicle models and makes in the years 2008 through 2017. Vehicle models include but are not limited to: Ford (Inteceptor Sedan, SUV, 250 Trucks), Dodge Chargers, Chevy Tahoes	no bid	\$359.96 to \$1,079.88 for transmission removal and replacement and transmission cooler flushing and reprograming as needed- 10% over transmission cost for Parts	no bid	\$2,200 - \$3,500.00	no bid	\$1495.00 - \$2495.00

Trailer Maintenance and Repair	Kwik Kar	Craig's Car Care	Goodyear	Firestone	NTB	The Auto Shop
Does your entity provide trailer maintenance and repair for open and closed bed trailers?	no bid	Yes	Just on tires	For Wheels and Tires, Lights/Reflectors and Mud Flaps	no	no bid
Axles	no bid	\$100.00 - \$3,500.00	no bid	no bid	no bid	no bid
Suspension	no bid	\$100.00 - \$3,500.00	no bid	no bid	no bid	no bid
Wheels and Tires	no bid	\$50.00 - \$500.00 each	\$112-\$185	\$45-\$150	no bid	no bid
Ramp Work	no bid	\$50.00 - \$2000.00	no bid	no bid	no bid	no bid
Brakes (including Anti-Brake Systems)	no bid	\$50.00 - \$2000.00	no bid	no bid	no bid	no bid
Hydraulic Winch	no bid	\$30.00 - \$3,500.00	no bid	no bid	no bid	no bid
Lights and Reflectors	no bid	\$15.00 - \$1000,00	no bid	no bid	no bid	no bid
Paint	no bid	no bid	no bid	no bid	no bid	no bid
Mud Flaps	no bid	\$30.00 - \$200.00	no bid	Varies	no bid	no bid
Electrical	no bid	\$25.00 - \$750.00	no bid	no bid	no bid	no bid
		Note- Since the city's trailers can range from 1500 lbs./GVW to over 30,000lbs. GVW the price range is wide to cover both the light duty and heavy duty units we may be asked to maintain to repair.				

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.

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: January 24, 2017

SUBJECT: Authorize the City Manager to Execute the Purchase of Four (4) Stryker Power-LOAD Systems from Stryker EMS Equipment in the Amount of \$149,659.

STAFF RESOURCE: Kurt Hall, Assistant Fire Chief
Debra Morris, Purchasing Manager

ACTION PROPOSED: Authorize the City Manager to Execute the Purchase of Four (4) Stryker Power-LOAD Systems from Stryker EMS Equipment in the Amount of \$149,659.

BACKGROUND

The Power-LOAD cot fastener system lifts and lowers the cot into and out of the ambulance, and is ergonomically designed to reduce operator and patient injuries. The Power-LOAD hydraulically lifts patients weighing up to 700 lbs. with the touch of a button. The system will improve the safety of both patients and employees during emergency medical service incidents. The system will work with our existing Stryker ambulance cots, but an upgrade is required which, among other things, allows for more efficient charging of batteries when loaded into the ambulance.

The City has ordered two new ambulances which will be delivered later this year with this system already installed. This purchase of four additional Power-LOAD systems will allow the fire department to add the system to its remaining fleet of MICUs. The units will be purchased through a sole source vendor.

BUDGETARY IMPACT

These devices will be purchased with Texas Ambulance Supplemental Payment Program (TASPP) funding which was received as a grant from the Texas Department of Health and Human Services.

STAFF RECOMMENDATION

Staff recommends authorizing the City Manager to execute the purchase of four (4) Stryker Power-LOAD Systems from Stryker EMS Equipment in the amount of \$149,659.

MOTION

I make a motion to authorize the City Manager to execute the purchase of four (4) Stryker Power-LOAD Systems from Stryker EMS Equipment in the amount of \$149,659.

ATTACHMENTS:

Stryker Quote

Sole Source Justification

**EMS Equipment**

Remit To:
1901 Romance Road Parkway
Portage, MI 49002

Purchase Order #

Billing Address

Richard Vaughn
Support Services Division
310 Century Parkway Allen
Texas, United States of America
(214) 509-4410
rvaughn@cityofallen.org

Shipping Address

Richard Vaughn
Support Services Division
310 Century Parkway Allen
Texas, United States of America
(214) 509-4410
rvaughn@cityofallen.org

Quote Info

Date: 11/29/16
Quote #: 01257
Terms: Net 30
Contact: Gary Montana
Phone: 817-846-0415
Fax: 866-384-4353
Email: gary.montana@stryker.com

Power-LOAD System**\$96,105.59**

Qty	Part #	Description	Unit	Extended
4	6390	Power-LOAD	\$24,026.40	\$96,105.59

Aftermarket**\$6,491.05**

Qty	Part #	Description	Unit	Extended
4	6506-700-00 1A	Power-LOAD Cot Compatibility Upgrade Kit (6506)	\$1,622.76	\$6,491.05

Stryker Service**\$47,062.00**

Qty	Part #	Description	Unit	Extended
4		Power-PRO Upgrade	\$310.00	\$1,240.00
6	77312001	7 Year Power-LOAD Protect Agreement	\$7,637.00	\$45,822.00

Sub-Total**\$149,658.66****Grand Total****\$149,658.66****Terms & Conditions**

Terms and conditions: Cot, all cot accessories on original order, and aftermarket accessories FOB origin. Applicable sales tax will be applied at time of invoicing. Order subject to Stryker Corporation's approval. Credit cannot be allowed on return of special or modified items. All approved returns will be accepted only in Kalamazoo, Michigan. Proposal valid for 30 days from submittal.

Printed Name

Signature

Date



SOLE SOURCE JUSTIFICATION

VENDOR NAME: Stryker

DATE: 01/06/2017

ESTIMATED TOTAL COST: \$ 149,658.66

This form must accompany the purchase document whenever an exception to the competitive bidding or internal purchasing process is requested. State and local laws subjects the City of Allen to competitive bidding rules. Sole Source is the selection of one particular supplier to the exclusion of all others. This decision may be based on lack of competition, proprietary technology, copyright or a supplier's unique capability. The Purchasing Manager or authorized designee will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

Please check all applicable categories and provide additional information where indicated.



The requested product is an integral repair part or accessory compatible with existing equipment.

The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

Repair/Maintenance service is available only from manufacturer or designated service representative.

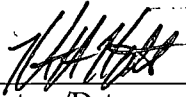
Upgrade to or enhancement of existing software is available only from one manufacturer.

Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

Provide a detailed exception and attach supporting documentation:

We currently have an all of our medics loaded with the Stryker Cot, therefore the only system that would work with a Stryker cot is the Stryker Power load. Stryker only sells through it's own sales force that have dedicated regions. Therefore, obtaining another quote or price is not feasible.

I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department.

 01/06/2017
Signature/Date

Kurt Hall
Printed Name

FIRE
Department Name

ASST. FIRE CHIEF
Title

PURCHASING APPROVALS


Contract Specialist/Buyer Approval

1/12/2017
Date

Dum Monr
Purchasing Manager Approval

1/12/2017
Date

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: January 24, 2017

SUBJECT: Authorize the City Manager to Purchase Daktronics Audio/Visual Equipment Through a Buy Board Cooperative Purchasing Agreement for the Allen Event Center in the Amount of \$147,219.

STAFF RESOURCE: Dave Angeles, Assistant Director of Parks and Recreation
Brian Stovall, Assistant General Manager, Allen Event Center

BOARD COMMISSION ACTION: On X, the Allen Community Development Corporation approved project funding for Audio/Visual upgrades at the Allen Event Center.

ACTION PROPOSED: Authorize the City Manager to Purchase Daktronics Audio/Visual Equipment Through a Buy Board Cooperative Purchasing Agreement for the Allen Event Center in the Amount of \$147,219.

BACKGROUND

To remain competitive in the market and meet the league requirements of existing Allen Event Center (AEC) tenants, AEC is upgrading the Audio/Visual equipment in the arena. The existing equipment at AEC is becoming obsolete and is in disrepair. This Daktronics equipment will be used to support the previously purchased HD camera system as well as the video displays at AEC. Because much of the current equipment is obsolete, repair parts are becoming unavailable and this upgrade is needed.

BUDGETARY IMPACT

Funds for this project have been approved through the FY 2017 Allen Community Development Corporation budget.

STAFF RECOMMENDATION

Staff recommends authorizing the City Manager to purchase Daktronics audio/visual equipment through a Buy Board Cooperative Purchasing Agreement for the Allen Event Center in the amount of \$147,219.

MOTION

I make a motion to authorize the City Manager to purchase Daktronics audio/visual equipment

through a Buy Board Cooperative Purchasing Agreement for the Allen Event Center in the amount of \$147,219.

ATTACHMENTS:

City of Allen Agreement

Daktronics Quote

Buy Board Contract Information

STATE OF TEXAS §
§ AGREEMENT FOR: DAKTRONICS HD PHASE TWO
COUNTY OF COLLIN §

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

Recitals:

WHEREAS, the City desires to obtain HD Equipment and Event Support from Daktronics in accordance with the Texas Buyboard Local Government Purchasing Cooperative Contract hereto attached as Exhibit “A” and;

WHEREAS, the City is a member of the Texas Buyboard Local Government Purchasing Cooperative; and

WHEREAS, Daktronics has been awarded the contract # 502-16, effective through March 31, 2019 for Athletic, P.E.& Gymnasium Supplies and Equipment.

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 agreement, unless earlier terminated as provided herein (the “Initial Term”).

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. Daktronics Quote
- C. Buy Board Contract Information Page

Article III Scope of Services

Company shall provide the Equipment specifically set forth in the Specifications 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 Provide 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 \$112,264.81 during the Initial Term or any renewal term under this Agreement. Company shall provide the City with written invoices 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. Unless otherwise specified in the 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 affect 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:

Daktronics, Inc.
Attn: Blayne Olson, Project
Manager
201 Daktronics Dr.
Brookings, South Dakota 57006
Telephone: 605-641-3672

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.

(Signature page to follow)

EXECUTED this _____ day of _____, 2017.

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 4th day of January, 2017.

COMPANY

By:  _____
Signature of Authorized Officer

Name: Seth Hansen
Print Name

Title: Vice President of Project Management

Daktronics, Inc.
201 Daktronics Drive
Brookings, SD 57006

EXHIBIT “A”
SPECIFICATIONS AND RESPONSE

1. This Agreement
2. Daktronics Quote
3. Buy Board Contract Information Page

DAKTRONICS QUOTE

Allen Event Center
200 E Stacy Rd
Allen, TX, 75002

Quote #558816-3 REV 2
29-NOV-2016
Quote Valid for 90 Days

RE: Allen Event Center - HD Upgrade Phase 2 Option 2

Dear Mason Krenzien:

Daktronics, Inc. appreciates the opportunity to provide a formal Quote to Allen Event Center ("Customer"). The following delineated equipment and services per the following Sections A-E will be the basis of our Quote.

A. EQUIPMENT PER BUYBOARD CONTRACT 502-16

Phase 2 Option 2 (See Attachment A).....BASE \$90,531.34
Add one (1) Wireless Camera.....ADD TO BASE \$50,718.00
Add Event Support for two consecutive events.....ADD TO BASE \$5,969.00

B. PAYMENT

Purchase price shall also include any additions or deletions pursuant to any duly authorized change orders.

Payment schedule is contingent upon approved credit*. One or more of the following may be requested for approved credit:

- a) Independent credit agency report.
- b) A bank reference from your primary commercial bank.
- c) Trade references from two suppliers who have extended credit within the past year.
- d) Last 3 years' audited financial statements.

* If credit is not acceptable, Customer may have to provide a form of guarantee to secure open account.

The Payment schedule is as follows:

- To Be Determined

Estimated Delivery: Determined by order date

Estimated Date of Substantial Completion: Determined by order date

All notices required herein shall be given to Customer at the address indicated on this Agreement unless otherwise specified below:

Notice/Communication Address:

C. SERVICES AND TRAINING

PROJECT MANAGEMENT

- Engineering Design Assistance
 - Provide engineering to determine and finalize design.
 - Provide structural design.
 - Complete shop drawings.
 - Provide electrical drawings detailing electrical specifications.
 - Provide engineering stamped drawings (used for permitting).
- Technical Contracting
 - Assign a project manager from Daktronics.
 - Define specific scopes of work with project details for Customer and Daktronics.
 - Establish project installation timelines and detail issues.
 - Coordinate preliminary and/or final project shop drawings as per scope of work prior to contracting or bid award.
- Construction Management
 - Daktronics project manager finalizes project installation Gantt chart for Customer review.
 - Coordinate project details for shop drawing and project approval elements.
 - Coordinate all aspects of equipment manufacturing and delivery to site.
 - Coordinate with subcontractors and Customer on completing site work and installation of equipment.
 - Coordinate Daktronics on-site project team for any required specific duties which may include equipment installation supervision, signal hook-ups, control room set-up, system testing and on-site training.
 - Coordinate and finalize project completion punch list and project acceptance.
- Installation Management
 - Daktronics representative, who will be familiar in advance with the project, system construction, assembly, and equipment, will be the installation supervisor on site.
 - General duties involved with installation management include resolving structural, mechanical, electrical, signal, and operational issues that arise during installation.

CUSTOMER SERVICE

- Maintenance Training
 - During installation, Daktronics on-site technician will provide Customer personnel on-site basic maintenance training. This training will cover component overview and replacement and system startup and shutdown. Customer is responsible for identifying the personnel that need to receive training.
 - Operational and maintenance manuals will be provided through electronic media (ie. computer disk) for this system and used as the guideline for training.
 - Riser diagrams will also be provided to customer and local technician, if one is identified through electronic media (i.e. computer disk).
- Spare Parts Package
 - Daktronics offers adequate spare parts to support Daktronics-manufactured products with every contract; well-trained engineers and project managers assess the custom display and recommend the quantities of each component for spare parts packages.
- Parts Exchange Program
 - Daktronics carries an inventory of standard system-critical Daktronics manufactured parts to reduce the down-time of customers' equipment. Upon request, Daktronics ships the replacement part to the appropriate location. After the repairs have been made, the failed part will be shipped to Daktronics.
- Customer Service Support
 - Service Coordination and Technical Support are available 24/7/365 via 1-866-343-6018.

D. INSTALLATION RESPONSIBILITIES

Daktronics and Customer will mutually agree, in writing, on any changes to the equipment or services provided or project payment schedule. Daktronics will not honor any back charges unless approved in advance in writing by a Daktronics Company Manager.

All change order work performed by Daktronics or a subcontractor of Daktronics, will be performed at cost plus 20% overhead and profit.

E. STANDARD WARRANTY SERVICE AND EXTENDED SERVICES

A. First Year of Service:

One Year Standard Parts and Labor Warranty (DD1425981 - <http://www.daktronics.com/standardpartsandlabor>) concurrent with One Year Standard Warranty and Limitation of Liability

B. Additional Years of Service:

None.

C. Exclusions: Third party systems, hoist systems, and any ancillary equipment is expressly excluded from any applicable Standard Service or Extended Service referenced above. Third party systems and ancillary equipment includes, but is not limited to, front end video control systems, audio systems, video processors and players, HVAC equipment, LCD screens, static advertising panels and displays. Daktronics will pass along any manufacturer's warranty. For a list of products commonly excluded from the Standard Service and Extended Service scope and to view the manufacturer's warranty, go to <http://www.daktronics.com/exclusions>.

DELIVERY:

Equipment is quoted FOB Destination via independent or common carrier. Ship Date will be determined after contract is signed, down payment received, and shop drawings approved.

TAXES:

No taxes have been included in the price. Customer will be assessed all taxes and other governmental charges in connection with the sale, purchase, transportation, delivery, or use, of any of the goods provided, with the exception of taxes based upon Daktronics' net income. If Customer is tax-exempt or purchasing for resale, a copy of Customer's tax-exempt certificate shall be required at time of order.

CHANGE ORDERS:

Without voiding the contract, the parties may agree to change the scope, timing, or other aspect of the deliverables. Such changes shall be referred to as a change order. All change orders shall be in writing and shall set forth the change in scope, price, schedule and payment terms and shall be executed by a proper authority for each party. Neither party shall have an obligation to perform any changes unless a written change order is executed by both parties prior to commencement of the work that is the subject of the change order.

DAKTRONICS QUOTE

Thank you for allowing Daktronics to submit a quotation on this project. We appreciate your consideration and are excited about the possibility of working with you on this project. If you have any questions regarding this quote please contact the following:



Matt Braegelmann or
Regional Sales
443-545-4342
Matt.Braegelmann@daktronics.com



Blayne Olson
Project Manager
605-641-3672
Blayne.Olson@daktronics.com

The Terms and Conditions, which apply to this quotation, are available on request.

[SL-02375 Standard Terms and Conditions of Sale](http://www.daktronics.com/terms_conditions/SL-02375.pdf) (http://www.daktronics.com/terms_conditions/SL-02375.pdf)

[SL-02374 Standard Warranty and Limitation of Liability](http://www.daktronics.com/terms_conditions/SL-02374.pdf) (http://www.daktronics.com/terms_conditions/SL-02374.pdf)

[SL-07862 Software License Agreement](http://www.daktronics.com/terms_conditions/SL-07862.pdf) (http://www.daktronics.com/terms_conditions/SL-07862.pdf)

The documents referred to in this Quote are integral parts of this Quotation. The parties hereby acknowledge and agree that the terms and conditions contained within this Quote along with the terms and conditions of the Daktronics [Standard Terms and Conditions \(SL-02375\)](#), the [Standard Warranty and Limitation of Liability \(SL-02374\)](#) and the [Software License \(SL-07862\)](#) (together the "Terms and Conditions") constitute the full and final understanding between both parties. By receiving this Quotation, Customer acknowledges that it has had an opportunity and means to review the Terms and Conditions as provided in the website addresses above. In the alternative, hard copy of these Terms and Conditions will be provided upon request. Further it is acknowledged and agreed that the price of the equipment and/or the provision of services contained within this quotation are expressly conditioned upon Customer's acceptance of the Terms and Conditions without change. Any modification of the Terms and Conditions may require a corresponding change in the price. The parties agree that due to the volatile market for raw materials, including but not limited to structural steel, aluminum, copper wire, and conduit, Daktronics reserves the right to adjust bid pricing at time of contract award. Any increase in the price of these raw materials shall be reflected in the contract price.

DAKTRONICS shall provide and perform only such copy or customization as described on this attachment or as provided for in the approved shop drawings. DAKTRONICS and CUSTOMER will mutually agree, in writing, on any changes to the equipment or services provided or project payment schedule. DAKTRONICS will not honor any back charges unless approved, in advance, in writing by a DAKTRONICS Company Manager.

The term "Software" means the original computer software program and all whole or partial copies of this software program in whatever form or media provided. The Software consists of, but is not limited to, machine-readable instructions, its components, manuals and other such documentation, data, audio-visual content, (such as images, text, recordings, or pictures), and all other related materials provided pursuant to the terms and conditions of this Agreement. The Software is licensed to CUSTOMER per [SL-07862](#).

DAKTRONICS QUOTE

ACCEPTANCE

The Undersigned has actual authority to execute this document and Daktronics, Inc. is relying upon such authority.

Customer hereby agrees to purchase the equipment as defined in Section A "Equipment", and the parties hereby acknowledge and agree that the terms and conditions contained within this Quote along with 1) Standard Terms and Conditions, 2) Software License Agreement, 3) Standard Warranty and Limitation of Liability, 4) Service Plan as indicated below and 5) Sections A - E (collectively, the "Contract Documents") constitute the full and final understanding of the parties regarding the sale of equipment and/or the provision of services and entirely replace and supersede any previous understanding or agreement between the parties. By executing this agreement, Customer acknowledges that it has had opportunity and means to review the Contract Documents as provided. Further it is acknowledged and agreed that the price of the equipment and/or the provision of services contained within this agreement are expressly conditioned upon Customer's acceptance of the Contract Documents without change. Any modification of the Contract Documents may require a corresponding change in price. The parties acknowledge and agree that Daktronics design and installation services meet the requirements of the building code in effect for the installation site as of the date of this quote, and is priced accordingly. In the event Daktronics is required at any time to conform its design or installation to a code with requirements greater than those required as of the date of this quote, the parties acknowledge and agree that Purchaser shall be fully responsible for all costs associated with such increased code requirements. Accordingly, the Customer acknowledges and agrees to the Contract Documents as evidenced by its attestation below.

Unless specifically outlined in any Attachments or Agreement, this order does *not* include the following:

- | | |
|------------------------------------|---|
| ▪ Physical installation | ▪ Freight or insurance costs |
| ▪ Electrical installation | ▪ Any applicable taxes |
| ▪ Installation supervision | ▪ Any additional site related costs |
| ▪ Preventative maintenance | ▪ Appropriate structure, footings and engineering |
| ▪ Cable or conduit including labor | ▪ Bonding |

Customer hereby confirms that the Equipment is to be delivered to, and may be installed by Customer or Daktronics (as indicated elsewhere herein) at the address specified below:

Product Delivery Address:

Customer: _____
Address: _____
City, State, Zip: _____
Province/Country: _____
Phone: _____ Fax: _____
Contact: _____
E-mail: _____

Installation/End User Address:

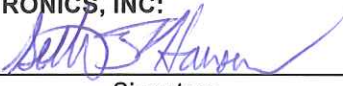
Customer: _____
Address: _____
City, State, Zip: _____
Province/Country: _____
Phone: _____ Fax: _____
Contact: _____
E-mail: _____

In witness hereof, the parties hereto have executed this agreement and through their duly authorized officers.

CUSTOMER:

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

DAKTRONICS, INC:

By:  Name/Title: Seth Hansen – VP of Project Management Date: 1/4/17
Signature Print or Type

By: _____ Name/Title: _____ Date: _____
Signature Print or Type



Attachment A

Phase 2 (opt 2) - Remaining Production Gear with three fiber camera j-boxes

Base System Equipment

REF#	MANUFACTURER	MODEL	DESCRIPTION	QTY.
1	Newtek	TC8000	8 Input Video Switcher/Clip Playback with control surface	1
2	Viewsonic	VA2252SM	22" LCD Monitor 1920x1080 w/Speakers	2
3	Black Box	ACU5502A-R3	Dual DVI-D KVM extender with USB	1
4	APC	BE550G	Under Desk UPS	1
5	Ross	SRA-9601	1x4 HD-SDI DA	1
6	Logitech	Z313	2.1-channel PC multimedia speaker system - 25 Watt	1
7	Daktronics	SCS-4000	Show Control License	1
8	Daktronics	0A-1403-1000	Single Show Control Users Station	1
9	Radio Design Lab	STD-10K	Stick-On Divider/Combiner	1
10	Black Magic	SmartView Duo	Dual 8" LCD Monitors	1
11	Black Magic	CONVMAAS2	Analog to SDI Mini Converter	1
12	Daktronics	TBD	Cable and Connectors	1
13	Middle Atlantic	EN-2540	Rack; 40RU; W/ Caster Base and Vented Top	1
14	Middle Atlantic	PD-2415SC-NS	Long 24 outlet single 15 AMP Strip	1
15	Middle Atlantic	SPN-40-312	Side Panels	1
16	Middle Atlantic	UD4	4RU Utility Drawer	1
17	APC	SMT1500RM2U	UPS	1
18	Cisco	SLM2024T-NA	26 Port, Gigabit Network Switch	1
19	Middle Atlantic	TBD	Miscellaneous Filler Panels, Etc.	1

Integration and Installation

REF#	MANUFACTURER	MODEL	DESCRIPTION	QTY.
20	Daktronics	Design	Complete design package and as-built closeout drawings.	2
21	Daktronics	Manufacturing	Build/Test	3
22	Daktronics	Installation	Integration Labor	4
23	Daktronics	Training	Video system training	2

Replay System

4 Channel Replay - Newtek 3-Play 425

REF#	MANUFACTURER	MODEL	DESCRIPTION	QTY.
24	Newtek	3-Play 425	4 Channel HD Replay System	1
25	Viewsonic	VA2252SM	22" LCD Monitor 1920x1080 w/Speakers	1
26	APC	BE550G	Under Desk UPS	1
27	Black Box	ACU5501A-R3	KVM DVI-D extender with USB	1
28	Daktronics	W-1384	CAT5e Cable	200
29	Daktronics	P-1350	PLUG; 8 PIN MAL, RJ45, 8 POS, EZ-RJ45 CONNECTOR	4

Camera Fiber Conversion Gear and Accessories

REF#	MANUFACTURER	MODEL	DESCRIPTION	QTY.
30	Artel Video Systems	6000A	20 Position Card Cage	1
31	Artel Video Systems	6010A-NA	Universal Power Supply for 6000A - uses 3 "slots	1
32	Daktronics	EN-2260	Fiber patch panel, 36 pos, 2RU Flush mount, Use w/ P-1291 or P-1389	1
33	Daktronics	P-1389	Fiber patch plugs, 12 LC pos, Use with panel	4
34	Daktronics	EN-1960	Fiber patch plugs, 6 pos, Use with panel	2
35	Artel Video Systems	3351-C7L	Fiber to Video RX; LC fiber, HD-SDI out @ 2 - 1 slot card	3
36	Daktronics	W-2120	Camera Fiber; 2 Core Multimode	3000
37	Daktronics	W-1614	Intercom Cable	3000
38	Daktronics	0A-1311-0115	Camera J-box, Advanced HD Video	3

VPS-100 8 input HD System Options

Adders - Camera Gear

Sony PXWX400KF Wireless HD Camera

DAKTRONICS QUOTE

REF#	MANUFACTURER	MODEL	DESCRIPTION	QTY.
1	Sony	PXWX400KF	2/3" HD CMOS Camera with Fujinon 16x lens and Viewfinder	1
2	Sony	VCTU14	Tripod Adapter	1
3	Libec	RS-450RM	Tripod System 2 Stage, Head w/Pan Handle, Mid Level Spreader, and Soft Carrying Case 26.5 lbs. payload	1
4	Anton Bauer	QR-SDH	Gold Mount	1
5	Anton Bauer	LP2	Gold Mount Simultaneous Two Position Battery Charger	1
6	Anton Bauer	Digital G90	Gold Mount Lithium Ion Digital Battery	4
7	Anton Bauer	SO XLR ADAPTER	Local Power Adapter for Gold Mount	1
8	Pelican	BPL-1650	Hard Camera Case	1
9	IMT	58ABHDS-20-FP435	MicroLite Elite, A/B Mount, HD Wireless Video Link	1
10	Artel Video Systems	3351-C7L	Fiber to Video RX; LC fiber, HD-SDI out @ 2 - 1 slot card	1
11	Daktronics	W-2120	Camera Fiber; 2 core multimode	1000
12	Daktronics	0A-1311-0115	Camera J-box, Advanced HD Video	1
13	Daktronics	TBD	Mount	1
14	Daktronics	Install	Install Labor	1
15	Daktronics	Allowance	Cables	1

ATTACHMENT B Installation Responsibilities Checklist: Indoor

Responsible Party		Description
Daktronics	Customer	
X		1. Removal of existing production equipment that is being replaced as part of this contract.
X		2. Disposal of existing production equipment that is being replaced as part of this contract.
X		3. Generate and issue site specific electrical and signal drawing submittals for front-end production system equipment.
	X	4. Provide approval of all engineering drawings, electrical drawings, shop drawings, equipment locations, color renderings, and ad copy layouts.
	X	5. Unobstructed access to equipment and control room installation site until display is 100%.
	X	6. Mark location of the new Equipment as delineated in the quote.
X		7. Site clean-up after Daktronics work.
X		8. Crating and shipping of all equipment to facility via common or independent carrier.
X		9. Accept, lift, unload, and inspect all front-end production system equipment and control equipment from carrier.
	X	10. Provide storage of front-end production system equipment and control equipment in a safe, dry, and secure location until installation.
	X	11. Provide and install signal cable conduit from control location to each camera location, as delineated in the electrical and signal drawings. Verify that conduit is unbroken, has room for additional cables (if there is existing cabling) and has pull string for new cable installation.
	X	12. Communication responsibility (DSL line, Network, Static IP address and associated monthly fees) as necessary for this system. Supply static IP address five (5) days prior to installation.
X		13. Furnish signal cable as delineated on the quote.
X		14. Labor to pull all new signal cable (and remove existing cable, if required).
	X	15. Interface cabling with audio system including conduit, cabling, and installation of cabling.
X		16. Terminate signal cable at control location and front-end production system Equipment.
	X	17. Provide climate controlled, secured control room for all control systems (on/off venue site). Control room is to be climate controlled by Customer. Normal operating temperature should be between 65 and 75 degrees Fahrenheit. Normal operating humidity should be less than 80 percent non-condensing. Storage temperature should be between 40 and 95 degrees Fahrenheit. Storage humidity should be less than 95 percent non-condensing.
	X	18. Provide high speed internet connection to control room equipment.
	X	19. Required power outlets on clean dedicated circuit(s) for all front-end production system and control equipment. This includes 120v power at each new camera j-box location.
X		20. Provide computer(s) for control software.
X		21. Unpack, set-up, hook-up, and testing of control system.
	X	22. Provide personnel for maintenance and operator training.
X		23. Perform final systems testing and commissioning.
	X	24. Final acceptance, per DF-1252.
X	X	25. Walk-thru inspection at Substantial Completion and identification of punch list items
X		26. Completion of punch list items.
NOTE: All change order work performed by Daktronics or Daktronics subcontractor will be performed at cost plus 20% overhead and profit.		



Phone: 800-695-2919

Fax: 800-211-5454

Email: info@buyboard.com

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Additional Resources

Vendor Name: Daktronics, Inc.**Address:** 201 Daktronics, Dr.

Brookings, SD 57006

Phone Number: (605) 697-4494**Extension:** 56669**Email:** lauren.cloud@daktronics.com**Website:** <http://www.daktronics.com>**Federal ID:** 46-0306862**Contact:** Lauren Cloud**Accepts RFQs:** Yes**Minority Owned:** No**Women Owned:** No**Service-Disabled Veteran Owned:** No**EDGAR:** Yes**Contract Name:** Athletic, P.E. & Gymnasium Supplies, Equip., Heavy Duty Exercise Equip. & Acc.

Contract Description: Athletic clothing, shoes, equipment; football helmets; PE supplies & equipment; fitness equipment; gym spectator seating; gym dividers, wall pads, floor mats & covers, netting; volleyball systems; indoor scoreboards; service/repair & installation

Contract#: 502-16**Effective Date:** 04/01/2016**Expiration Date:** 03/31/2019**Payment Terms:** Net 30 days**Delivery Days:** 60**Shipping Terms:** Pre-paid and added to invoice**Freight Terms:** FOB Destination**Ship Via:** Common Carrier**Region Served:** All Texas Regions**States Served:** All States**Contract Exceptions:** Custom items are excluded from discount

Additional Info: EDGAR Compliance documents (2 CFR Part 200 & Appendix II) can be found under the EDGAR (Vendor EDGAR Documents) link at the bottom of the page.

Quote Reference Number: 502-16**Return Policy:** Case-by-case with 20% restocking fee**Additional Dealers:** Daktronics, Inc. locations in: San Antonio TX, Houston TX

Contract Documents

EDGAR Notice: [Click to view EDGAR Notice](#)**Proposal Documents:** [Click to view BuyBoard Proposal Documents](#)**Regulatory Notice:** [Click to view Bonding Regulatory Notice](#)**Proposal Files:** [Click to view Vendor Proposal Files Documents](#)**EDGAR:** [Click to view Vendor EDGAR Documents](#)

Contact us 800-695-2919

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: January 24, 2017

SUBJECT: Authorize the City Manager to Execute an Annual Contract with Waste Partners Environmental, Inc. for Street Sweeping Services with Four Optional One-Year Renewals in the Amount of \$135,000.

STAFF RESOURCE: Jimmy Knipp, Assistant Director of Community Services
Debra Morris, Purchasing Manager

ACTION PROPOSED: Authorize the City Manager to Execute an Annual Contract with Waste Partners Environmental, Inc. for Street Sweeping Services with Four Optional One-Year Renewals in the Amount of \$135,000.

BACKGROUND

Chapter 271.102 authorizes a local government to participate in a cooperative purchasing program with another local government or a local cooperative organization. The Texas Local Government Code permits cooperative agreements between local governments for the purchase of good and services and satisfies the requirement of local governments to seek competitive bids for purchase of such goods and services through supplier Contracts.

On October 15, 1998, an Interlocal Agreement was executed by and between the City of Allen and participants in the Collin County Governmental Purchasers Forum. Whereas, the City of Allen and the City of Plano are participants and may purchase goods and services commonly utilized and procured in accordance with Texas Local Government Code.

On January 9, 2017, the City of Plano City Council awarded a one-year contract with four (4) one-year optional renewals for Street Sweeping Services to Waste Partners Environmental, Inc. Two responses were received for the bid proposal. Plano awarded the bid to the lowest responsive bidder. Waste Partners Environmental, Inc. is the vendor that the City of Allen is currently using for street sweeping services and staff has been pleased with their service. This contract will establish an annual fixed price contract for Community Services street sweeping services.

BUDGETARY IMPACT

The funding for the annual contract for Street Sweeping Services is available in the Drainage Fund.

STAFF RECOMMENDATION

Staff recommends authorizing the City Manager to execute an annual contract with Waste Partners

Environmental, Inc. for street sweeping services with four optional one-year renewals in the amount of \$135,000.

MOTION

I make a motion to authorize the City Manager to execute an annual contract with Waste Partners Environmental, Inc. for street sweeping services with four optional one-year renewals in the amount of \$135,000.

ATTACHMENTS:

City of Allen Contract

Interlocal Agreement

City of Plano Street Sweeping Contract

City of Plano Award Recommendation and Council Award

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

**AGREEMENT FOR STREET
SWEEPING SERVICES**

This agreement (“Agreement”) is made by and between the City of Allen, Texas (“City”) and Waste Partners Environmental Inc. (“Contractor”) acting by and through their authorized representatives.

Recitals:

WHEREAS, the City Council has duly passed and approved a Resolution of the City of Allen, Collin County, Texas approving the terms and conditions of an Interlocal Agreement by and between the City of Allen, Texas, and the City of Plano Texas, providing for a Cooperative Purchasing Program for goods and services as executed on January 27, 2017, copy of which is attached hereto and incorporated herein as Exhibit “A” (“Scope of Services”); and

WHEREAS, Company entered a proposal in response to the City of Plano, Texas RFP No. 2016-0351-C and was awarded a contract for Street Sweeping Services; and

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 and continue until January 24, 2018, unless earlier terminated as provided herein (the “Term”).

City maintains the right to renew this Agreement for up to four (4) additional renewal terms of one (1) year at the City’s sole discretion, the first renewal term beginning on January 24, 2018. The City may exercise its right to renew this Agreement by providing Contractor 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; and
- B. City of Plano Street Sweeping Services Contract (RFP 2016-0351-C) (Exhibit A).

Article III Scope of Services

Contractor shall provide the Services specifically set forth in the Scope of Services as contained in Exhibit "A," which is attached hereto and made a part of this Agreement for all purposes.

Article IV Schedule of Work

Contractor 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 on an as-needed basis, to the extent they do not conflict with this Agreement.

Article V Compensation and Method of Payment

5.1 Charges. City shall compensate Contractor for the Services, including all labor, materials, equipment and supplies as provided in Exhibit "A." The total compensation to Contractor shall not exceed \$135,000 during the Term or any renewal term under this Agreement. Contractor 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 Contractor 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

Contractor 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 Contractor prior to Contractor's receipt of a written Notice to Proceed from City shall be entirely at Contractor's own risk. Work performed and expenses incurred after Contractor 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 Contractor if City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Contractor shall be suspended until Contractor has taken satisfactory corrective action.

Article VIII
Devotion of Time; Personnel; and Equipment

8.1 The Contractor 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 Contractor 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 Contractor to perform the services under this Agreement, the Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Contractor 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 Contractor.

8.3 The Contractor shall furnish the facilities, hardware, 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 Contractor 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 Contractor 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 Contractor terminate this Agreement under this provision, Contractor shall further state the reason(s) for termination in its written notice;

- (d) by City, if Contractor 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 Contractor merging with an affiliate of Contractor) of Contractor’s existence as a going business, insolvency, appointment of receiver for any part of Contractor’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 Contractor and in the event such proceeding is not voluntarily commenced by the Contractor, 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 Contractor 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 Contractor’s performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 Dollars 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 Contractor, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker’s Compensation Insurance covering all of Contractor’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. Contractor may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Contractor 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 Contractor. It is understood and agreed by and between the parties that Contractor, 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 Contractor pursuant to this Agreement shall be in the capacity of an independent Contractor, and not as an agent or employee of City. Contractor 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: City Manager
Allen Civic Plaza
305 Century Parkway
Allen, Texas 75013
Facsimile: 972-509-4118

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 Contractor:
Waste Partners
Environmental Inc.
Attn: Ronnie Kendrix
3324 Roy Orr Blvd.
Grand Prairie, TX 75050
Facsimile: 817-268-4101

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. Contractor 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 performance of the work or caused by the negligent act or omission of Contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Contractor is legally responsible (hereinafter "Claims"). Contractor 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 Contractor 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 Contractor's obligation to indemnify City pursuant to this Contract. Contractor 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 Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City.

12.12 Audits and Records. Contractor 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 Contractor'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 Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

12.14 Warranty. The Contractor 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 Warning Devices and Barricades. The Contractor 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 contractor 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 Contractor for such measures.

12.16 Protection of Utilities. The Contractor 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 Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense. The Contractor 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 contractor'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).

(Signature page to follow)

EXECUTED this _____ day of _____, 2017.

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 _____ day of _____, 2017.

CONTRACTOR

By: _____
Signature of Authorized Officer

Name: _____
Ronnie Kendrix

Title: _____

Waste Partners Environmental, Inc.
3324 Roy Orr Blvd
Grand Prairie, TX 75050

EXHIBIT “A”
SCOPE OF SERVICES

1. Interlocal Agreement Resolution NO 1648-10-98 (R) between the City of Allen and Participants in the Collin County Governmental Purchasers Forum
2. City of Plano Street Sweeping Contract (RFP No. 2016-0351-C)
3. City of Plano Award Recommendation and Council Award

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF ALLEN, TEXAS AND PARTICIPANTS IN THE COLLIN COUNTY GOVERNMENTAL PURCHASERS FORUM PROVIDING FOR A COOPERATIVE PURCHASING PROGRAM FOR GOODS AND SERVICES; DESIGNATING THE CITY MANAGER, OR HIS DESIGNEE, AS OFFICIAL REPRESENTATIVE OF THE CITY IN MATTERS RELATING TO THE PROGRAM; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Interlocal Agreement by and between the City of Allen, Texas, and participants in the Collin County Governmental Purchasers Forum, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (herein called "Agreement"); and

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

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

SECTION 1: The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Allen and found to be acceptable and in the best interests of the City of Allen and its citizens, are hereby in all things approved.

SECTION 2: The City Manager, or his designee, of the City of Allen, under the direction of the City Council of the City of Allen, is hereby designated as the official representative to act for the City in all matters relating to the Cooperative Purchasing Program including the designation of specific contracts in which the City desires to participate.

SECTION 3: The City Manager, or his designee, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Allen, substantially according to the terms and conditions set forth in this Agreement.

SECTION 4: This resolution shall become effective from and after its passage. Furthermore, any previous Interlocal Agreements between the City of Allen and other participants in this Forum shall become null and void upon passage of this Agreement and this Agreement shall become the valid agreement between the participants.

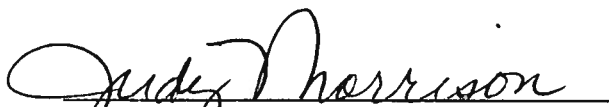
DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 15TH DAY OF OCTOBER, 1998.

APPROVED:



Stephen Terrell, MAYOR

ATTEST:



Judy Morrison, CMC, CITY SECRETARY

INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into this 15th day of October, 1998, by and between the City of Allen, Texas, and participants in the COLLIN COUNTY GOVERNMENTAL PURCHASER'S FORUM (hereinafter called "FORUM"), acting through the CITY OF ALLEN'S duly authorized agent:

WITNESSETH:

WHEREAS, the CITY OF ALLEN and the present FORUM participants (currently consisting of COLLIN COUNTY, COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, UNIVERSITY OF TEXAS-DALLAS, COLLIN COUNTY CENTRAL APPRAISAL, CITY OF ALLEN, CITY OF ANNA, CITY OF BLUE RIDGE, CITY OF CARROLLTON, CITY OF CELINA, TOWN OF FAIRVIEW, CITY OF FARMERSVILLE, CITY OF FRISCO, CITY OF MCKINNEY, CITY OF MURPHY, CITY OF PARKER, CITY OF PLANO, CITY OF RICHARDSON, CITY OF SACHSE, CITY OF WYLIE, ALLEN I.S.D., BLUE RIDGE I.S.D., CELINA I.S.D., COMMUNITY I.S.D., FARMERSVILLE I.S.D., FRISCO I.S.D., MCKINNEY I.S.D., MELISSA I.S.D., PLANO I.S.D. and PRINCETON I.S.D.) as permitted under Chapter 271 V.T.C.A., Local Government, Cooperative Purchasing Program, wish to enter into this Interlocal Agreement to set forth the terms and conditions under which the CITY OF ALLEN and FORUM Participants may purchase various goods and services commonly utilized by all entities; and

WHEREAS, participation in a Cooperative Purchasing Program will be highly beneficial to the taxpayers of the CITY OF ALLEN and FORUM participants through the anticipated savings to be realized; and

WHEREAS, it is also realized that this program could be very beneficial to smaller governmental entities in Collin County that choose to join the FORUM at a latter date by formal declaration by their governing bodies to participate in this program by passage of a similar document.

NOW, THEREFORE, in consideration of the foregoing as set forth herein, the CITY OF ALLEN and other FORUM participants agree as follows:

1. All FORUM participants will work cooperatively to provide a program for the purchase of various goods and services commonly utilized by all participants ("Cooperative Purchasing Program"), and under such Program purchase goods and services from vendors under present and future contracts with any entity in the FORUM.
2. The FORUM participants will enter into individual contracts with vendors under the Cooperative Purchasing Program provided for under the Agreement. The participant shall be individually responsible for payment directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such individual contracts.
3. This Agreement shall continue in full force and effect until terminated by either party with thirty (30) day written notice.
4. Notwithstanding anything herein to the contrary, participation in this Agreement by the CITY OF ALLEN may be terminated upon thirty (30) days written notice to the other members of the FORUM.
5. This Agreement may be executed simultaneously, to two or more participants in the FORUM, each of which shall be deemed an original and all which together shall constitute one and the same instrument.

EXECUTED hereto on the 15th day of October, 1998, as authorized by authority of CITY OF ALLEN.

APPROVED:



Michael Stanger, ACTING CITY MANAGER

ATTEST:



Judy Morrison, CMC, CITY SECRETARY

**CONTRACT BY AND BETWEEN
CITY OF PLANO, TEXAS AND
WASTE PARTNERS ENVIRONMENTAL, INC.
BID NO. 2016-0351-C**

THIS CONTRACT is made and entered into by and between **WASTE PARTNERS ENVIRONMENTAL, INC.**, a Texas corporation, whose address is 3324 Roy Orr Blvd., Grand Prairie, Texas 75050, hereinafter referred to as "Contractor", and the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "City".

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

**I.
SCOPE OF SERVICES**

Contractor shall provide all labor, supervision, materials and equipment necessary for Street Sweeping Services. These services shall be provided in accordance with the Specifications for Street Sweeping Services, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**, and the Contractor's Bid in response thereto, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "B"**. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) The Specifications for Street Sweeping Services (**Exhibit "A"**);
- (b) The Contractor's Bid (**Exhibit "B"**);
- (c) Insurance Requirements (**Exhibit "C"**); and
- (d) Affidavit of No Prohibited Interest (**Exhibit "D"**).

These documents make up the Contract Documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract Documents, the inconsistency or conflict shall be resolved by giving precedence first to this written agreement then to the Contract Documents in the order in which they are listed above. These documents shall be referred to collectively as the "Contract Documents."

**II.
TERM OF CONTRACT**

The initial term of this Contract shall be a period of twelve (12) months commencing on January 27, 2017; provided however, that the City shall have the right and option to extend the term hereof by up to four (4) additional twelve (12) month periods by giving written notice to Contractor of City's election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the initial term or the immediately preceding term.

III. WARRANTY

Contractor warrants and covenants to City that all goods and services delivered to City by Contractor, Contractor's subcontractors, and agents under the Agreement shall be free of defects and produced and performed in a skillful and workmanlike manner and shall comply with the specifications for said goods and services set forth in this Agreement and the Bid Specifications attached hereto and incorporated herein as **Exhibit "A"**. Contractor warrants that the goods and services provided to City under this Agreement shall be free from defects in material and workmanship, for a period of one (1) year commencing on the date that City issues final written acceptance of the project.

IV. PAYMENT

Contractor shall invoice City for products and services delivered, on a unit cost basis, in accordance with Contractor's bid attached hereto and incorporated herein as **Exhibit "B"**. Payments hereunder shall be made to Contractor within thirty (30) days of receiving Contractor's invoice for the services performed. Total compensation under this contract is estimated to be **ONE HUNDRED FIFTY FOUR THOSAND EIGHT HUNDRED FORTY EIGHT AND 41/100 DOLLARS (\$154,848.41)**.

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

V. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of the Contractor. Contractor shall indemnify City for any and all losses arising out of or related to a breach of this duty by Contractor pursuant to paragraph **VII. INDEMNIFICATION** and paragraph **VIII. COMPLIANCE WITH APPLICABLE LAWS** set forth herein.

VI. LOSSES FROM NATURAL CAUSES

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances

in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at Contractor's own cost and expense.

VII. INDEMNIFICATION

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

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

VIII.
COMPLIANCE WITH APPLICABLE LAWS

Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Contractor or the work, and **SHALL INDEMNIFY AND SAVE HARMLESS CITY AGAINST ANY CLAIM RELATED TO OR ARISING FROM THE VIOLATION OF ANY SUCH LAWS, ORDINANCES AND REGULATIONS WHETHER BY CONTRACTOR, ITS EMPLOYEES, OFFICERS, AGENTS, SUBCONTRACTORS, OR REPRESENTATIVES.** If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

IX.
VENUE

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

X.
ASSIGNMENT AND SUBLETTING

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned or sublet without the prior written consent of City, and that no part or feature of the work will be sublet to anyone objectionable to City. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract.

XI.
INDEPENDENT CONTRACTOR

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

XII.
INSURANCE AND CERTIFICATES OF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance coverage as set forth in the Insurance Requirements marked **Exhibit "C"** attached hereto and incorporated herein by reference. Contractor shall provide a signed insurance certificate

verifying that they have obtained the required insurance coverage prior to the effective date of this Contract.

**XIII.
HINDRANCES AND DELAYS**

No claims shall be made by Contractor for damages resulting from hindrances or delays from any cause during the progress of any portion of the work embraced in this Contract.

**XIV.
AFFIDAVIT OF NO PROHIBITED INTEREST**

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

**XV.
SEVERABILITY**

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

**XVI.
TERMINATION**

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received unless otherwise indicated in writing by the City.

**XVII.
ENTIRE AGREEMENT**

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

**XVIII.
MAILING OF NOTICES**

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

City of Plano, Texas
Public Works Department
Attn: Josh Shultz
P.O. Box 860358
Plano, TX 75086-0358

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

Waste Partners Environmental, Inc.
Attn: Ian Hall
3324 Roy Orr Blvd.
Grand Prairie, TX 75050

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

**XIX.
AUTHORITY TO SIGN**

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

**XX.
CONTRACT INTERPRETATION**

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

**XXI.
SUCCESSORS AND ASSIGNS**

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

**XXII.
HEADINGS**

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

**XXIII.
EFFECTIVE DATE**

This Contract shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

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

WASTE PARTNERS ENVIRONMENTAL, INC.

Date: 12/07/2016

By: *Ronnie Kendrick*
Name: Ronnie Kendrick
Title: General Manager

CITY OF PLANO, TEXAS

Date: 01/11/17

By: *Bruce D. Glasscock*
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

for: *Michelle D'Andrea*
Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF Dallas §

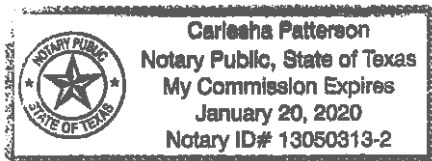
This instrument was acknowledged before me on the 7th day of December, 2016 by Ronnie Kendrick, (Authorized representative) General Manager (Title) of **WASTE PARTNERS ENVIRONMENTAL, INC.**, a Texas corporation, on behalf of said corporation.



Sue Hutton
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 11th day of January, 2017 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.



Carlesha Patterson
Notary Public, State of Texas

Solicitation 2016-0351-C

RFP for Street Sweeping Services

Bid Designation: Public



City of Plano

Bid 2016-0351-C RFP for Street Sweeping Services

Bid Number 2016-0351-C
Bid Title RFP for Street Sweeping Services

Bid Start Date Sep 13, 2016 4:40:09 PM CDT
Bid End Date Oct 13, 2016 3:00:00 PM CDT
Question & Answer End Date Sep 22, 2016 12:00:00 PM CDT

Bid Contact Vernie Rambo
Senior Buyer
Purchasing
972-941-7549
vernier@plano.gov

Contract Duration 1 year
Contract Renewal 4 annual renewals
Prices Good for Not Applicable

Bid Comments Questions Concerning Proposal
To ensure that all prospective respondents have accurately and completely understood the requirements, questions must be submitted online through www.bidsync.com under the questions and answer section. There will be no questions accepted or answered via telephone.
Delivery of Proposal Instructions
Mark proposal package(s) "RFP 2016-0351-C STREET SWEEPING SERVICES." All proposals must be delivered to the following location prior to 3:00 pm Central Time on the due date.

City of Plano—Purchasing Division
1520 Avenue K, Suite 370
Plano, TX 75074

Public Opening

Proposals will be publicly opened in the Purchasing Division, Municipal Center, 1520 Avenue K, Municipal Center 3B Conference Room, Plano, TX 75074. Only the names of the firms submitting proposals will be read aloud at the public opening.

Added on Sep 23, 2016:

Addendum No. 1 has been posted.

Addendum # 1

New Documents	RFP 2016-0351-C Addendum No_1.pdf
---------------	-----------------------------------

Item Response Form

Item 2016-0351-C-01-01 - Section A—Streets
Quantity 659.36 mile
Unit Price
Delivery Location City of Plano
No Location Specified
N/A

EXHIBIT A
PAGE 2 OF 36

Plano TX 75086-0358

Qty 659.36

Description

Enter price per curb-mile for streets listed in Section A. See Specifications for details.

Item 2016-0351-C-01-02 - Section A-1--Parking Lots**Quantity** 884 each**Unit Price** **Delivery Location**

City of Plano

No Location Specified

N/A

Plano TX 75086-0358

Qty 884

Description

Enter price for each lot for parking lots listed in Section A-1. See Specifications for details.

Item 2016-0351-C-01-03 - Section B--Streets**Quantity** 2558.28 mile**Unit Price** **Delivery Location**

City of Plano

No Location Specified

N/A

Plano TX 75086-0358

Qty 2558.28

Description

Enter price per curb-mile for streets listed in Section B. See Specifications for details.

Item 2016-0351-C-01-04 - Section B-1--Streets**Quantity** 1871.46 mile**Unit Price** **Delivery Location**

City of Plano

No Location Specified

N/A

Plano TX 75086-0358

Qty 1871.46

Description

Enter price per curb-mile for streets listed in Section B-1. See Specifications for details.

Item 2016-0351-C-01-05 - Section C--Under/Overpasses**Quantity** 63 each**Unit Price** **Delivery Location**

City of Plano

No Location Specified

N/A

Plano TX 75086-0358

Qty 63

Description

Enter price per under/overpass. This price is for extra cleanings of under/overpasses in addition to regularly scheduled street sweeping. See specifications for details.

EXHIBIT 4
PAGE 3 OF 36

Item **2016-0351-C-01-06 - Fuel Allocation**
Quantity **1 each**
Percentage
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086-0358
Qty 1

Description

Enter the percentage of prices that comprises fuel. This information may be used in evaluation of requests for price adjustment.

Item **2016-0351-C-01-07 - Unscheduled Sweeper**
Quantity **1 hour**
Unit Price
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086-0358
Qty 1

Description

Unscheduled Sweeper, as needed, per hour

Item **2016-0351-C-01-08 - Unscheduled Flusher**
Quantity **1 hour**
Unit Price
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086-0358
Qty 1

Description

Unscheduled Flusher, as needed, per hour.



RFP NO.: 2016-0351-C

STREET SWEEPING SERVICES

DOCUMENTS ARE DUE TO THE PURCHASING DIVISION PRIOR TO:

Thursday, October 13, 2016 @ 3:00 PM (CST)

NO LATE PROPOSALS WILL BE ACCEPTED

*****VENDOR MUST SUBMIT ONE (1) ORIGINAL, HARDCOPY PROPOSAL, AND TWO (2) SOFTCOPIES ON ELECTRONIC MEDIA. PRINTED HARDCOPY SECTIONS MUST BE TABBED AND LABELED WITH PAGES NUMBERED AT THE BOTTOM OF EACH PAGE.**

THE COST PROPOSAL IS NOT TO BE INCLUDED IN THE SOFTCOPIES, WHICH MUST OTHERWISE BE A DUPLICATE OF THE ORIGINAL HARDCOPY EXACTLY.

IF THE REQUESTED NUMBER OF "SOFTCOPIES" (*EXAMPLE: FLASHDRIVE, TRAVEL DRIVE, JUMP DRIVE, ETC.*) IS NOT SUBMITTED WITH THE ORIGINAL, YOUR PROPOSAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

Time Critical Proposal Deliveries: The City of Plano, Texas cannot guarantee, due to internal procedures, any proposals sent Priority Mail will be picked up and delivered by the closing date and time. It is recommended that critical proposal deliveries be made either in person or via an alternate delivery method.

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:

**Vernie Rambo,
Sr. Buyer
vernier@plano.gov**

ENCLOSURE **A**
PAGE **5** OF **36**

**RFP NO.: 2016-0351-C
Street Sweeping Services**

Introduction

The City of Plano is soliciting proposals to establish an annual fixed price contract for Street Sweeping Services, as specified. The contract will be awarded to the proposer offering the best value to the City, based on the criteria defined herein. The contract will be awarded for a term of one year with four City-optional one-year renewals.

Question Concerning Proposal

To ensure that all prospective respondents have accurately and completely understood the requirements, questions **must** be submitted online through www.bidsync.com under the questions and answer section. There will be **no questions** accepted and/or answered via email or telephone.

Questions Deadline: 12:00 Noon Central Time on Thursday, September 22, 2016

Pricing

Submit proposed pricing as instructed in the RFP Specification package. The cost proposal is not to be included in the softcopies, which must otherwise be a duplicate of the original hardcopy.

Delivery of Proposal Instructions

Mark proposal package(s): "RFP No. 2016-0351-C, Street Sweeping Services RFP". All proposals must be delivered or mailed to the following location **prior** to 3:00 pm (CT) on **Thursday, October 13, 2016**.

City of Plano – Purchasing Division
1520 Avenue K, Suite 370
Plano, TX 75074

Public Opening

Proposals will be publicly opened in the Purchasing Division, Municipal Center, 1520 Avenue K, Municipal Center 3B Conference Room, Plano, TX 75074 at **3:00 pm (CT) on Thursday, October 13, 2016**. Only the names of the firms submitting proposals will be read aloud at the public opening.

EXHIBIT A
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September 23, 2016

Prospective Bidders

Re: **Addendum #1**

RFP No. 2016-0351-C
Street Sweeping Services

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Addendum #1 is issued. The following items take precedence over the initial bid specifications and documents, where supplemented here. The original requirements not affected by this addendum shall remain in effect.

Questions from BidSync

Question 1

- Is Pollution Legal Liability Insurance required for this contract?

Answer 1

- Yes, see the Insurance Requirements attached to the RFP.

Question 2

- Is Professional Liability (E&O) Insurance required for this contract?

Answer 2

- No, this is not required.

Question 3

- Are there any bonding requirements for this contract?

Answer 3

- No, this is not required.

Question 4

- Is Cyber Liability Insurance required for this contract? Is the EPP Questionnaire an optional or required submittal?

Answer 4

- No, this is not required.

Question 5

- Is the EPP Questionnaire an optional or required submittal?

Answer 5

- It is optional, not required.

Question 6

- Under the City of Plano's Instructions for Bidding, Item # 31 states bid summary results will be made available forty-eight hours after bid opening. What specific results will be included? Will any pricing information be included?

Answer 6

- The names of all who responded will be available. Pricing will not be included as this is a Request for Proposal.

Question 7

- How exactly are we supposed to not leave streaks on the roadbed after sweeping? The leading cause of streaks on pavement is the drag shoes running over the pavement. We can stop running the drag shoes over the pavement, but then the pickup head wouldn't pick up any debris.

Answer 7

- We are aware that some streaking will happen. A chalky film is acceptable. A debris line is not acceptable.

Question 8

- On the four (4), one (1) year renewals of the contract do both parties have to agree to the renewal? What happens if one party wishes to not renew?

Answer 8

- No, the renewals are City optional only. If the City chooses not to renew it will be re-bid.

Question 9

- If the intersections in Section C have been sanded for ice control, will the Contractor be paid at an hourly rate?

Answer 9

- Yes.

Question 10

- What areas for the parking lots need to be swept? Some of the maps show green lines along outside streets and interior parking areas. Are we just to sweep all curb lines or are open parking areas to be included as well?

Answer10

- All areas inside the green outline is to be swept.

Question 11

- Is the City of Plano aware that the maximum speed of a sweeper, whereby the sweeper is effective at picking up debris, is 12 mph? Will the City of Plano enforce a 12 mph maximum for the contract?

Answer 11

- The City of Plano will not enforce a 12mph maximum, different brands of sweepers have different maximum and minimum specs.

Question 12

- Are the sweepers required to have GPS tracking on them for this contract as the City of Frisco does for its contract?

Answer 12

- No, this is not required but routes will be inspected.

Question 13

- Due to the high distance of landfills away from the City of Plano, will the City grant the use of an area for us to drop a roll-off container for our exclusive use while we are sweeping? We are comfortable with whatever controls you would place on us, we just need a place to be able to come and go quickly and get back to sweeping.

Answer 13

- The city does have a location for a roll-off container, but can only be accessed M-F 7:00am – 3:15pm

Vendors who may have already submitted a response and feel this addendum may change their response may pick up their packet and return it **prior to the due date and time.**

If you have any questions regarding this addendum, please contact the City of Plano Purchasing Division, (972) 941-7557.

CITY OF PLANO INSTRUCTIONS FOR BIDDING

1. **CITY OF PLANO GENERAL TERMS AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY OF PLANO (CITY).**
2. **BID NOTIFICATION:** City of Plano utilizes the following procedures for notification of bid opportunities: www.bidsync.com and the Dallas Morning News: www.dallasnews.com. These are the only forms of notification authorized by the City. City of Plano shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.
3. **REQUIRED INFORMATION:** City of Plano (City) bid/proposal packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the bidder may be found non-responsive. Vendors may be required to complete and supply all information contained in the "supplemental information" portion of the packet at a date after bid opening. Failure to complete "supplemental information" requirements in a timely manner, prior to council award, may be used by the City in determining a vendor's responsibility.
4. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** a prospective bidder must affirmatively demonstrate their responsibility. The City of Plano may request representation and other information sufficient to determine bidder's ability to meet these minimum standards including but not limited to:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics;
 - E. Otherwise qualified and eligible to receive an award.
5. **CORRESPONDENCE:** the number of this bid packet must appear on all correspondence, or inquiries, pertaining to this quotation.
6. **PREPARATION COST:** the City will not be liable for any costs associated with the preparation, transmittal, or presentation of any bids or materials submitted in response to any bid, quotation, or proposal.
7. **NOTICE OF PUBLIC DOCUMENTS:** any and all materials initially or subsequently submitted as part of the bid process shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.
8. **ADDENDA:** any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Plano purchasing division. Addenda will be sent to all who are known to have received a copy of this bid packet, if the addenda contain changes to the "specification" or "bid form", bidders shall acknowledge receipt of all addenda or they may be declared non-responsive.
9. **REVISED BIDS:** the bid that is submitted last will supersede any previous versions.
10. **NONRESIDENT BIDDERS:** Pursuant to Texas government code, chapter 2252, subchapter A: A bidder whose principal place of business, ultimate parent company or majority owner's principal place of business is not in Texas, is considered a nonresident bidder. A nonresident bidder must underbid the lowest responsible resident bidder by an amount that is equal to, or less than, the amount by which a Texas resident would be required to underbid in the nonresident bidder's state. This provision does not apply to a contract involving federal funds.
11. **INSURANCE:** the City requires vendor(s) to carry the minimum insurance as required by state laws, and insurance requirements outlined in the bid/proposal documents.
12. **NO PROHIBITED INTEREST/COMPLIANCE WITH EQUAL RIGHTS ORDINANCE:** Bidder acknowledges and represents that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service.....".

Bidder agrees to comply with Section 2-11(F) of the City Code of Ordinances, which reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

CITY OF PLANO INSTRUCTIONS FOR BIDDING

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
- (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic."

I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance because it is: 1) a religious organization; 2) a political organization; 3) an educational institution; 4) a branch or division of the United States government or any of its departments or agencies; 5) a branch or division of the State of Texas or any of its departments, agencies or political subdivisions; 6) a private club that is restricted to members of the club and guests and not open to the general public; 7) not an "employer" under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

13. **SILENCE OF SPECIFICATION:** the apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
14. **SAMPLES:** any catalog, brand names, or manufacturer's reference in this bid packet is descriptive and not restrictive, and is used to indicate type and quality level desired for comparison purposes unless specifically excluded. Please quote as listed or give equal. If item offered is other than as indicated, bidder must state make, model, and part number of product quoted. Equality will be determined by the City, per the specifications. Samples, if required, shall be furnished free of expense to the City. **Samples should not be enclosed with bid unless requested.**
15. **TESTING:** testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.
16. **TAXES:** the City of Plano is exempt from federal manufacturer's excise and state sales and use tax. Tax must not be included in bid. Tax exemption certificates will be executed by the City and furnished upon request.

CITY OF PLANO INSTRUCTIONS FOR BIDDING

17. **PRICING:** bid price(s) quoted, must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.
18. **ERROR-QUANTITY:** bid price must be submitted on units of quantity specified, extended, and total shown, in the event of discrepancies in extensions, the unit price shall govern.
19. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By submittal of this bid, in addition to the guarantees and warranties provided by law, vendor expressly guarantees and warrants as follows:
 - A. That the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the vendor will bear the cost of inspecting and/or testing articles rejected.
 - B. That the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the vendor will, at vendor's own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
 - C. That the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
 - D. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.
20. **PACKAGING:** unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
21. **F.O.B./DAMAGE:** quotations shall be bid F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The City of Plano assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
22. **DELIVERY PROMISE – PENALTIES:** quotations must show the number of calendar days required to place the materials in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior notice to the purchasing division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the purchasing division to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
23. **PAYMENT TERMS:** payment terms are net 30 unless otherwise specified by the City in the bid/proposal packet.
24. **ELECTRONIC BIDS:** the City of Plano uses BidSync to distribute and receive bids and proposals. For cooperative bids and reverse auctions only, responding vendors agree to pay BidSync a transaction fee of one percent (1%) of the total awarded amount of all contracts for goods and/or services awarded to the vendor. Cooperative bids and reverse auctions will be clearly marked on the bid documents. To assure that all vendors are treated equally, the fee will be payable whether the bid/proposal is submitted electronically or by paper means. Refer to www.bidsync.com for further information.
25. **ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT:** the City adopts Vernon Texas' Statutes and Codes, Annotated Business and Commerce Code Chapter 43. Uniform Electronic Transaction Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.
26. **PRESENTATION OF BIDS – PAPER SUBMISSION:** complete bid packets must be presented to the Purchasing Division in a sealed envelope unless otherwise indicated.
27. **ALTERING BIDS – PAPER SUBMISSION:** bid prices cannot be altered or amended after submission deadline. Any inter-lineation alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
28. **LATE BIDS – PAPER SUBMISSION:** bid packets received in the purchasing division after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Plano is not responsible for the lateness of mail carrier, weather conditions, etc.
29. **WITHDRAWAL OF BIDS:** bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids without written approval of the City.
30. **BID OPENINGS:** all bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as

CITY OF PLANO INSTRUCTIONS FOR BIDDING

any indication that the City accepts such bid as responsive. The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Plano purchasing guidelines, and project documents, including but not limited to the bid/proposal specifications and required submittal documents. The City will notify the successful bidder upon award of the contract and, according to state law all bids received will be available for inspection at that time.

31. **BID SUMMARY SHEET:** bid summary results will be made available forty-eight (48) hours after bid opening. Bidders desiring a copy of the bid summary sheet may view the results online forty-eight hours (48) hours after the bid opening at www.bidsync.com [Bid Sync website]. No results will be given over the telephone.
32. **MINOR DEFECT:** the City reserves the right to waive any minor defect, irregularity, or informality in any bid. The City may also reject any or all bids without cause prior to award.
33. **EVALUATION:** bids/proposals will be evaluated as outlined in the bid/proposal document.
34. **SPLIT AWARD:** the City reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The City reserves the right to take into consideration contract administration costs for multiple award contracts when determining low bid.
35. **PROTESTS:** all protests regarding the bid solicitation process must be submitted in writing to the Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the local government code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City council by contacting the City Secretary prior to council award. All staff recommendations will be made available for public review ninety-six (96) hours prior to consideration by the City council.

CITY OF PLANO GENERAL TERMS AND CONDITIONS

1. **THESE TERMS AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY OF PLANO (CITY).**
2. **ADDITIONAL TERMS:** Notwithstanding acceptance by the City of the goods or services ordered hereby, no additional terms or conditions of vendor, whether contained within vendor's invoice or otherwise, shall be accepted by City, unless agreed upon in writing through a proposal process.
3. **CONFLICTS:** In the event the terms and conditions herein expressed conflict with the terms and conditions of any specifications issued by the City in conjunction with this purchase, the specifications shall supersede these terms and conditions to the extent of the conflict.
4. **AUTHORIZATION:** The City of Plano will not accept or pay for articles delivered or services performed without a specific written Purchase Order.
5. **CONFORMITY OF GOODS/SERVICES:** All goods to be delivered or services to be performed shall conform in every respect to the specifications issued by the City in conjunction with its solicitation of bids or proposals. In the event no such specifications were issued, the goods or services shall conform to the proposal submitted by the vendor.
6. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By acceptance of this order, in addition to the guarantees and warranties provided by law, contractor expressly guarantees and warrants as follows:
 - A. that the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the contractor will bear the cost of inspecting and/or testing articles rejected.
 - B. that the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the contractor will, at contractor's own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
 - C. that the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
 - D. that nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.
7. **PRICING:** Unit pricing shall be in strict conformity with the bid or proposal submitted by vendor, unless a price increase is authorized by the City.
8. **PRICE ESCALATION:** price escalations may be permitted by the City of Plano during the term of the contract. All requests for price escalation shall be in written form and shall demonstrate industry-wide or regional increases in the contractor's costs. Include documents supporting the price escalation, such as manufacturer's direct cost, postage rates, railroad commission rates, federal/state minimum wage laws, federal/state unemployment taxes, FICA, etc. Increases will apply only to the product(s) and/or service(s) affected by an increase in raw material, labor, or another like cost factor. The City of Plano reserves the right to accept or reject any/all price escalations.
9. **PRICE REDUCTION:** if during the life of the contract, the contractor's net prices to other customers for the same product(s) and/or service(s) are lower than the City of Plano's contracted prices, an equitable adjustment shall be made in the contract price.
10. **TAXES:** the City of Plano is exempt from federal manufacturer's excise and state sales and use tax. Tax exemption certificates will be executed by the City and furnished upon request.
11. **PACKAGING:** unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
12. **F.O.B./DAMAGE:** all orders shall be F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The City of Plano assumes no liability for goods delivered in damaged or unacceptable condition. The contractor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
13. **DELIVERY TIMES:** deliveries will be acceptable only during normal working hours at the designated location.
14. **DELIVERY PROMISE – PENALTIES:** default in promised delivery without acceptable reasons, or failure to meet specifications, authorizes the purchasing division to purchase goods/services elsewhere, and charge any increase in cost and handling to the defaulting contractor.

CITY OF PLANO GENERAL TERMS AND CONDITIONS

15. **INSPECTION, REJECTION, AND EXCESS SHIPMENT:** In addition to other rights provided by law, the City reserves the right (a) to inspect articles delivered and to return those which do not meet specifications or reasonable standards of quality, (b) to reject articles shipped contrary to instructions or in containers which do not meet recognized standards, and (c) to cancel the order if not filled within the time specified. The City may return rejected articles or excess shipment on this order, or may hold the articles subject to the vendor's order and at vendor's risk and expense, and may in either event charge the vendor with the cost of shipping, unpacking, inspecting, repacking, reshipping and other like expenses.
16. **INVOICES:** invoices must be submitted by the contractor to the City of Plano, Accounting Department, P.O. Box 860279, Plano, TX, 75086-0279. The City Purchase Order number must appear on all invoices, delivery memoranda, bills of lading, packing and correspondence.
17. **PAYMENT TERMS:** payment terms are net 30 unless otherwise specified by the City. Upon receipt of a properly executed invoice and verification of delivery from the consignee, payment will be processed for items or services delivered.
18. **PATENT RIGHTS:** the contractor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
19. **FUNDING:** the contractor recognizes that any contract shall commence upon the effective date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for the contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.
20. **ASSIGNMENT:** the contractor shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the purchasing division.
21. **AUDIT:** the City of Plano reserves the right to audit the records and performance of contractor during the contract and for three years thereafter.
22. **INSURANCE:** the City requires contractor to carry the minimum insurance as required by state laws and insurance requirements outlined in the bid/proposal documents.
23. **CHANGE ORDERS:** no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All change orders to the contract will be made in writing by the City of Plano.
24. **INDEMNIFICATION:** contractor agrees to defend, indemnify and hold the City and its respective officers, agents and employees, harmless against any and all claims, lawsuits, judgments, fines, penalties, costs and expenses for personal injury (including death), property damage, intellectual property infringement claims (including patent, copyright and trademark infringement) or other harm or violations for which recovery of damages, fines, or penalties is sought, suffered by any person or persons that may arise out of or be occasioned by contractor's breach of any of the terms or provisions of the contract, violations of law, or by any negligent, grossly negligent, intentional, or strictly liable act or omission of the contractor, its officers, agents, employees, invitees, subcontractors, or sub-subcontractors and their respective officers, agents, or representatives, or any other persons or entities for which the contractor is legally responsible in the performance of the contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of City, and its officers, agents, employees or separate contractors. City does not waive any governmental immunity or other defenses available to it under Texas or federal law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Contractor, at its own expense, is expressly required to defend City against all such claims. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this agreement. Contractor shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this agreement. If contractor fails to retain counsel within the required time period, City shall have the right to retain defense counsel on its own behalf and contractor shall be liable for all costs incurred by City.

In addition to contractor's intellectual property infringement indemnification and defense requirements herein, if an infringement claim occurs, or in contractor's opinion is likely to occur, contractor shall, at its expense: (a) procure for city the right to continue using the product; (b) replace or modify the product so that it becomes non-infringing while

CITY OF PLANO GENERAL TERMS AND CONDITIONS

providing functionally equivalent performance; or (c) accept the return of the product and grant city a reimbursement for the product. Contractor will proceed under subsection (c) above only if subsections (a) and (b) prove to be commercially unreasonable.

The intellectual property infringement indemnification herein applies to all products provided, supplied or sold under this agreement by contractor to City whether manufactured by contractor or a third party. Contractor represents that, to the best of its knowledge, City's use of products that are provided supplied, or sold by contractor to City as part of this agreement does not constitute an infringement of any intellectual property rights and City has the legal right to use said products. City enters into this agreement relying on this representation.

The indemnification herein survives the termination of the contract and/or dissolution of this agreement including any infringement cure provided by the contractor.

25. **TERMINATION** : the City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received unless otherwise indicated in writing by the City.
26. **TERMINATION FOR DEFAULT**: the City of Plano reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contractor fails to 1) meet delivery schedules or, 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award contract to another contractor, purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.
27. **REMEDIES**: the contractor and the City of Plano agree that each party has rights, duties, and remedies available as stated in the uniform commercial code and any other available remedy, whether in law or equity.
28. **VENUE**: this agreement will be governed and constructed according to the laws of the state of Texas. This agreement is performable in Collin/Denton County, Texas. Exclusive venue shall be in Collin County, Texas.
29. **NO PROHIBITED INTEREST/COMPLIANCE WITH EQUAL RIGHTS ORDINANCE**: contractor acknowledges and represents that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service....."

Contractor agrees to comply with Section 2-11(F) of the City Code of Ordinances, which reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;

CITY OF PLANO GENERAL TERMS AND CONDITIONS

- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
- (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic."

I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance because it is: 1) a religious organization; 2) a political organization; 3) an educational institution; 4) a branch or division of the United States government or any of its departments or agencies; 5) a branch or division of the State of Texas or any of its departments, agencies or political subdivisions; 6) a private club that is restricted to members of the club and guests and not open to the general public; 7) not an "employer" under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

30. **DELINQUENT TAXES:** section 2-2 of the City Code of Ordinances prohibits the payment of public funds to persons that owe delinquent taxes to the City of Plano. Therefore, payment to a contractor for goods or services provided to the City under contract or Purchase Order may be withheld in the event the contractor owes delinquent taxes to the City.

31. **WORKFORCE:**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while in the course and scope of delivering goods or services under a City of Plano contract on the City's property;

- i. use or possess a firearm, including a handgun that is licensed under state law, except as required by the terms of the contract; who hold a license to carry a handgun or who otherwise lawfully possess a firearm and ammunition may keep such items in their locked personal vehicle while parked on City Property; or
- ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

D. The immigration reform and control act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. department of justice form I-9.

The contractor warrants that contractor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Contractor warrants that contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

2016-0351-C

**STREET SWEEPING SERVICES
SPECIFICATIONS**

1. INTRODUCTION

The City of Plano is soliciting proposals to establish an annual fixed price contract for Street Sweeping Services, as specified. The contract will be awarded to the proposer offering the best value to the City, based on the criteria defined herein. The contract will be awarded for a term of one year with four City-optional one-year renewals.

It is the intent of these specifications to describe the requirements for street sweeping services along 12.68 curb miles weekly, 17 municipal parking lots weekly, and 743.29 curb miles bi-monthly (every other month) for the City of Plano. The Contractor shall supply all necessary materials, equipment, labor and supervision. The City intends to award this contract to one proposer; the award/contract will not be split.

2. GENERAL SCOPE OF SERVICES

- 2.1. Applicable provisions of the following shall be incorporated by reference into the specifications for this project.
 - 2.1.1. Texas Manual on Uniform Traffic Control Devices.
 - 2.1.2. Other Federal, State or Municipal acts, statutes, rulings, ordinances, decisions, or regulations.
- 2.2. Safety is of the utmost importance. Failure to comply with all precautions outlined in this section may result in staff recommendation of contract termination.
- 2.3. Public safety is the primary concern, as is the convenience of traffic. All portions of streets shall be kept open to traffic unless otherwise provided herein.
- 2.4. Verification of work is the responsibility of the Public Works Department (Department). The Department Inspector (DI) is responsible for the inspection and monitoring of the work performed under the contract.
- 2.5. Within fifteen (15) days following the approval and award of the contract, the successful proposer shall meet with the Department Inspector to review the contract and make any necessary changes to the Route Lists and/or Work Plan.
- 2.6. Prior to commencing work, all Route Lists shall be updated by the Contractor and thereafter shall become the basis for:
 - 2.6.1. The Contractor's cleaning routes,
 - 2.6.2. The Department's inspection of cleaning,
 - 2.6.3. The invoicing for cycles completed, and
 - 2.6.4. Payment by the City for services rendered.
- 2.7. Any subsequent changes or revisions to Route Lists throughout the contract period must have the prior written approval of the Department Inspector.
- 2.8. The Public Works Department will monitor the Contractor's work performance daily. All streets cleaned by the Contractor must present an appearance which is completely satisfactory to the Department's Inspector.
- 2.9. Any deficiencies in the Contractor's performance shall be reported to the Contractor within twelve hours following completion of work, and the Contractor shall correct such deficiencies no later than twenty-four hours following receipt of such notice.

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- 2.10. The Department Inspector will maintain a daily log of completed work and will verify satisfactory completion of the Contractor's work with the Contractor once per week.
- 2.11. In the event an improvement project is under construction where cleaning is scheduled, that portion of a cleaning cycle will be deleted from the appropriate Route List at the direction of the Department Inspector or designee. The section(s) of streets deleted may be re-entered at the first scheduled cycle following completion of the improvement construction.
- Prior to re-entering any such street into the cycle, a field inspection shall be made by the Department Inspector and the Contractor to determine what cleaning will be required by a different vendor. In no event will the Contractor be allowed additional compensation by the Department for initial cleaning of a re-entered street following improvement construction.
- 2.12. Upon receipt of the *Notice to Proceed*, the Contractor shall begin work within ten business days, (Mon–Fri).

3. STREET SWEEPING SPECIFICATIONS

- 3.1. For the purpose of this contract, curb mileage for streets to be cleaned is listed in the Work Sections. The City makes no representation as to the reliability of such figures.
- The City expressly reserves the right to add to or delete from the listing of streets set forth in these specifications.
- 3.2. In no event shall the number of curb miles for any Section of streets be increased or decreased by more than 20% of the total curb miles for that Section for the duration of the contract.
- 3.3. Scope of Work
- 3.3.1. The Contractor shall clean all curbs, gutters, median curbs, road shoulders, gore points, turning lanes, underpasses, and public parking lots located in the City as designated by these specifications.
- 3.3.2. Streets and parking lots to be cleaned are listed in the designated Work Section of these specifications as follows:
- SECTION A Streets—Business District
 - SECTION A-1—Parking Lots
 - SECTION B & B-1—Streets, Arterial and Collector Streets
 - SECTION C—Under/overpasses
- 3.3.3. The cleaning operation shall include, but is not limited to, all sweeping, panning, dumping, and trash-pick up operations.
- 3.3.4. Cleaning operation does not include removal of waste materials in catch basins of storm sewers.
- 3.3.5. Streets shall be cleaned at the following frequencies:
- 3.3.5.1. All streets and parking lots listed in SECTION A and SECTION A-1 of the designated Streets Section shall be cleaned one night per week for the contract period.
- 3.3.6. All streets listed in SECTION B and SECTION B-1 of the designated Streets Section shall be cleaned bi-monthly.

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- 3.3.7. Under/overpasses listed in SECTION C—In the event of a winter storm or other event, the City may order additional cleaning of under/overpasses to remove sand or spills as needed.
- 3.4. The City may also require unscheduled sweeping service(s) as a result of accidents, citizen requests, special events, and sand recovery after winter weather events, etc. The Contractor shall comply with such requests as follows:
- 3.4.1. During scheduled hours of operation (Monday through Friday, 9:00 AM to 5:00 PM) a maximum response time of two hours shall be required from the time the Contractor is notified to the time of arrival at work site.
- 3.4.2. Approved unscheduled sweeping shall be in addition to the next scheduled sweep.
- 3.4.3. During unscheduled hours of operation (all other times not covered in i. above) a maximum response time of three hours shall be required from the time the Contractor is notified to the time of arrival at work site.
- 3.4.4. Payment for such unscheduled service(s) shall be for the time worked at a stipulated hourly rate, plus one-hour travel time as payment for travel to and from the point of operation. In no event shall the total payment for each such request be less than two hours.
- 3.5. In case of obstructions or other reasons why service area could not be completed, shall be reported within 24 hours.
- 3.6. Contractor shall perform at least a single pass over an area, and shall make as many passes as necessary or such extra effort as may be required to adequately clean.
- 3.7. Method of Operations
- 3.7.1. The Contractor shall provide its own equipment, labor, fuel and any other materials necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of its own equipment and the availability, presence, and supervision of its employees.
- 3.7.2. The Contractor is required to have a competent and experienced supervisor/foreman with each work group at all times. The supervisor/foreman referred to herein may be a working foreman operating a street sweeper.
- 3.7.3. The Contractor shall perform all handwork required to effectuate cleaning operation. The Department shall have the right to identify for the Contractor those areas where handwork shall be performed.
- 3.7.4. There shall be no subcontractors used by the Contractor to fulfill any items or conditions of the contract.
- 3.7.5. All equipment and personnel shall move in the same direction as traffic flow at all times during all cleaning operations. Contractor shall minimize the streaks left by sweepers.
- 3.7.6. All daytime cleaning operations shall be performed between the hours of 9:00 am to 5:00 PM, Mon–Fri.
- 3.7.7. All nighttime cleaning operations shall be performed between the hours of 10:00 pm to 7:00 AM, Sun–Fri.
- 3.7.8. Weekend cleaning operations **are expressly prohibited** from 5:00 PM on Friday to 10:00 PM on Sunday, without the prior written consent of the City.

- 3.7.9. For the purpose of this contract, the National Weather Service at Dallas/ Ft. Worth International Airport shall be the weather forecasting and reporting agency. Any forecast by the National Weather Service shall be deemed to extend only twelve hours into the future.
- 3.7.9.1. No cleaning operations shall be conducted when there are climatic conditions present or forecast that would make such an operations ineffectual or dangerous. These climatic conditions include, but are not limited to, heavy rains, snow, ice, and sleet.
- 3.7.9.2. The Contractor may suspend operations if weather conditions are such that cleaning cannot be carried out in an effective manner. If such suspension occurs, the Contractor shall immediately notify the DI or designee.
- 3.7.9.3. The DI or designee shall have the right to order the suspension of cleaning operations whenever resent weather conditions or impending weather conditions are such that cleaning operations cannot be carried out in an effective manner.
- 3.7.10. Removal and disposal of debris collected during the cleaning operations shall be the responsibility of the Contractor.
- 3.7.10.1. All applicable State and Local laws and ordinances related to the hauling, handling and disposition of such material shall be complied with by the Contractor
- 3.7.10.2. The Contractor shall stipulate the location of the final disposal site(s) to be used throughout the term of the contract, and such site(s) must be approved by the Department.
- 3.7.10.3. A letter is required from each contemplated final disposal site stating that such site meets all State, Local, and Environmental Protection Agency requirements for the disposal of sweeping debris.
- 3.7.10.4. Any change in disposal site(s) throughout the term of the contract must have the prior written approval of the Department and conform to all requirements stated herein.
- 3.7.10.5. Contractor shall ensure that trash and debris are not blown, swept, or moved into parking lot drains, landscape areas, plant and flower beds, public walkways, streets, or adjacent properties, but picked up by the sweeper/vacuum.
- 3.7.11. The water for sweeping equipment shall be the responsibility of the Contractor. The Contractor shall make any necessary arrangements and deposits with the City for the use of the hydrant and water throughout the contract period.

4. **EQUIPMENT AND FACILITIES**

- 4.1. All equipment shall be equipped in accordance with applicable State Law requirements and shall be equipped with a flashing light with the following characteristics:
- 4.1.1. Visible for a minimum of one mile.
- 4.1.2. Flash 60 (sixty) to 90 (ninety) times per minute.
- 4.1.3. Mounted for 360 (three hundred sixty) degrees visibility.
- 4.1.4. Equipped with Amber Lens.

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- 4.2. The equipment used for cleaning shall be of sufficient type, capacity and quantity to safely and efficiently perform the cleaning work as specified.
- 4.3. Minimum equipment for the contract shall be two street sweepers.
- 4.4. Street Sweepers used in the cleaning operation shall be regenerative air for Sections A and A-1, and brush/vacuum mechanical for Sections B, B-1, and C.
 - 4.4.1. All street sweepers must have a minimum capacity of three cubic yards and be equipped with adequate, water systems for dust control.
 - 4.4.2. All sweepers to be used must be equipped with dual brooms.
- 4.5. Contractor shall provide, at no additional cost to the City, adequate support equipment including debris transfer vehicles, pickup trucks, service trucks, tire trucks, dump trucks, and any other item of equipment necessary to provide cleaning services as described in these specifications.
- 4.6. All equipment, including support equipment, used by the Contractor shall be equipped with a cell phone or two-way radio communication designed for commercial use. CB Radios are unacceptable.
- 4.7. All equipment, including support equipment, used by the Contractor is subject to the inspection and final approval of the Department. Such approval may require onsite demonstration of the capability of any proposed equipment.
- 4.8. All vehicles used by the Contractor must be performance worthy by visual and operational inspection of the Department Inspector.
- 4.9. The City shall have the option to perform a complete inspection of all vehicles at any time throughout the term of the contract. Should any vehicle, when inspected, and in the determination of the Department, not meet standards that the Department feels are necessary to complete the contract or to operate safely; the Department may require such vehicle to be brought to those standards before being placed back in service.
- 4.10. The Contractor possess an adequate service facility to ensure scheduled routine maintenance, as well as maintain a sufficient supply of brooms and replacement parts to ensure continuous cleaning operations. The Department shall inspect the facility of the successful proposer prior to award of the contract for services.

5. QUALIFICATIONS

Qualifications will be evaluated based on the following:

- 5.1. Satisfactory evidence that the proposer has operated business to the extent as outlined in these specifications and the proposer has successfully conducted such an operation for a period of not less than three years within the last five years.
- 5.2. Satisfactory evidence that the proposer leases, owns, or has made arrangements to acquire all necessary equipment obligated within the cost of the Contractor's existing operations.
- 5.3. Satisfactory evidence that the proposer has adequate work experience, personnel, proper facilities, and adequate work plan to complete the work as specified.

6. PAYMENT

- 6.1. Payment for street cleaning shall be made by the contract unit price per curb mile actually cleaned and approved.

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- 6.2. Request for payment must be made individually as follows:
 - 6.2.1. SECTION A & A-1 Streets—Monthly.
 - 6.2.2. SECTION B & B-1 Streets—Monthly.
 - 6.2.3. SECTION C Underpasses—When completed, as requested by the City.
- 6.3. Request for payment must be forwarded to the DI for approval and include the following:
 - 6.3.1. Cover invoice showing itemized curb miles cleaned, linear curb mile price with an extension in dollars at the quoted cost, and cubic yards of material picked up.
 - 6.3.2. Copy of the Route Lists for the invoiced period, showing the date each street was cleaned, the total mileage for the period, and the initials and signatures of the Contractor's representative.
- 6.4. No payment shall be made for any other service other than the number of curb miles cleaned at the quoted linear curb mile cost, or upon completion of cycle, except for Pre-approved unscheduled cleaning.
- 6.5. In the event the Department employs the Contractor for unscheduled work, it shall be billed at the hourly rate stipulated with its proposal. The Contractor shall be paid upon completion of the specific work, after approval by the Department.
- 6.6. Invoicing for such additional hourly work shall be made monthly in the same manner as directed in section 6.2 for partial payment requests.

7. **WORK HISTORY**

Demonstrate that proposer has operated or is operating a government street cleaning system of the types and to the extent outlined in these specifications.

8. **PROPOSAL RESPONSE FORMAT**

Proposals may be submitted electronically through BidSync. Complete the Item Response form online and upload the remainder of your proposal as an attachment by following the instructions provided.

If you are not submitting your proposal electronically, then submit one original hardcopy proposal and two softcopies on electronic media (CDs or USB drives). All pages should be numbered. The Item Response Form for the fee schedule can be printed from BidSync.

Provide the following information in the order stated below.

SECTION I—COMPANY PROFILE

Overview

Provide an overview of your company, including its longevity, structure, and primary business.

Key Personnel

Provide the names of the management personnel of your company who will be directly involved in the management and supervision of this contract, and a brief description of their sweeping and supervisory experience.

References

Provide information about references most relevant in demonstrating your ability to meet the qualifications required and to perform the work specified. Include current contact information (contact name, phone number, email) for each reference and a description of the scope of work being performed.

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SECTION II—EQUIPMENT AND FACILITIES**Facilities**

Provide the address(es) of your repair and yard facilities.

Equipment

Provide a list of all equipment (street sweepers, street flushers, dump trucks, and other relevant equipment) currently owned or leased which is now in use. Include year, make/model, type (e.g., mechanical or regenerative air), and capacity.

If you do not currently have in possession an adequate amount of equipment to perform the contract as stated, but plan to purchase or lease equipment to be used on this contract, provide complete information concerning the lease and/or purchase of such equipment, and indicate whether the equipment will be new or used. Include all contact information concerning the place of purchase and/or lease. Disclose the means in which the equipment will be acquired. All information provided may be verified by City of Plano staff.

SECTION III—ROUTE LIST AND WORK PLAN**Route List**

Provide a proposed sequence of work schedule (Route List) for all scheduled street cleaning. The Route List must provide a list of proposed cleaning routes for one complete cycle of cleaning, with identification of all streets to be cleaned on each route in sequence. Reference the Section of streets as listed in the specifications.

Work Plan

Describe in detail how you would carry out the sweeping work detailed in the specifications. Include in your description the function of equipment to be used.

Final Disposal Sites

Provide the name and location of each final disposal site proposed to be used and attach a letter from each site as specified in paragraph 3.7.10.3 of the specifications.

SECTION IV—COST

Cost schedule can be completed in BidSync. If not submitting through BidSync, include this section only in the Original (hardcopy) proposal. Proposer must include all expenses related to the services proposed. No additional fees will be considered unless they are disclosed and approved in advance by the City of Plano.

1. Complete the Item Response Form provided in BidSync.
2. Provide a schedule of any additional charges, including explanation, as a separate attachment.

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9. EVALUATION CRITERIA

<u>Equipment and facilities</u> (Section II)	<u>30%</u>
<u>Work history and experience</u> (Section I)	<u>20%</u>
<u>Route list and work plan</u> (Section III)	<u>10%</u>
<u>Price</u>	<u>40%</u>

10. BEST AND FINAL OFFER

The City reserves the right to request a best and final offer from any or all proposers.

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11. WORK SECTIONS

Maps have been provided through BidSync. Click [download] to retrieve *Contract_Maps.pdf* from the Documents section of this solicitation.

SECTION A STREETS - SWEEPED ONE TIME PER WEEK (NIGHTS)

(THIS SECTION SWEEPED WITH REGENERATIVE AIR SWEEPER ONLY)

STREET	FROM	TO	CURB MILES
13th STREET	G AVENUE	US HWY 75	0.4
14th STREET	K AVENUE	G AVENUE	0.69
15th STREET	P AVENUE	US HWY 75	2.11
15th STREET (MEDIAN)	G AVENUE	US HWY 75	0.45
15th PLACE	K AVENUE	J AVENUE	0.19
16th STREET	K AVENUE	J AVENUE	0.19
16th STREET	H AVENUE	G AVENUE	0.21
18th STREET	P AVENUE	US HWY 75	2.19
18th STREET (MEDIAN)	CENTRAL EXPWY	1000' E/OF CENTRAL	0.38
G AVENUE	14th STREET	CENTRAL PKWY	1.4
H AVENUE	14th STREET	16th STREET	0.43
I AVENUE	14th STREET	16th STREET	0.23
J AVENUE	15th STREET	18th STREET	0.58
K AVENUE	14th STREET	18th STREET	0.71
L AVENUE	18th STREET	MUNICIPAL DR	0.4
MUNICIPAL DR	14th STREET	K AVENUE NORTH	0.62
N AVENUE	14th STREET	PLANO PKWY	1.5
		TOTAL MILES	12.68

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**SECTION A1 PARKING LOTS – SWEEP ONE TIME PER WEEK (NIGHTS)
(THIS SECTION SWEEPED WITH REGENERATIVE AIR SWEEPER ONLY)**

LOCATION NUMBER	NAME	ADDRESS	AREA (SQ FT)	ACREAGE
1	Downtown Parking	1410 J Avenue	37,219	0.85
2	Animal Shelter	4028 Plano Parkway	9,643	0.22
3	Municipal Building	1520 K Avenue	200,605	4.61
4	Police & Robinson Justice Building	909 14th Street & 900 15th Street	148,860	3.42
5	Senior Center	401 W. 16th Street	78,909	1.81
6	Haggard Library	2501 Coit Road	110,726	2.54
7	Harrington Library	1501 18th Street	63,283	1.45
8	Oak Point Recreation Center	6000 Jupiter Road	155,073	3.56
9	Parr Library	6200 Windhaven Parkway	64,901	1.49
10	Plano Centre	2000 E. Spring Creek Parkway	467,280	10.73
11	Schimelpfenig Library	2000 Country Place Drive	39,977	0.92
12	Davis Library	7501 Independence Parkway	149,441	3.43
13	Carpenter Park Recreation Center	6701 Coit Road	239,611	5.5
14	Tom Muehlenbeck Center	801 W. Parker Road	164,651	3.78
15	Parkway Service Center	4120/4200 W. Plano Parkway (Access Road and Administration Parking areas)	86,504	1.99
16	Parkway Service Center (Mechanical Brush Broom Required)	4200 W. Plano Parkway (Service Area Parking swept one time per week during the day between 9:00 AM and 2:00 PM)	315,913	7.25
17	Oak Point Park Nature & Retreat Center	5901 Los Rios Blvd	193,160	4.43

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SECTION B – SWEPT ONE TIME EVERY TWO MONTHS (DAYTIME)

STREET	FROM	TO	CURB MILES
10th Street	K Avenue	Southwestern Dr	0.41
14th Street	Dublin Rd	K Avenue	8.32
14th Street (Median)	Dublin Rd	Industrial Blvd	6.53
16th Street	Alma Dr	US Hwy 75	0.72
18th Street	P Avenue	Jupiter Rd	1
Accent	Plano Pkwy	Dead End	0.68
Alma Dr	Hwy 190	Hedgcoxe Rd	11.42
Alma Dr (Median)	HWY 190	Hedgcoxe Rd	11.42
Archerwood Street	Park Blvd	Parker Road	0.79
Baffin Bay Drive	Custer Road	Adderberry	1.02
Baffin Bay Dr (Median)	Country Place Dr	Adderberry	0.15
Bay Hill Drive	Pleasant Valley Dr	Custer Rd	0.68
Bishop Road	Tennyson Parkway	Democracy Dr	0.49
Central Pkwy E.	US Hwy 75	Park Blvd	0.87
Central Pkwy E. (Median)	US Hwy 75	Haggard St	0.19
Chapel Hill	Parkwood Pkwy	Plano Pkwy	1.47
Chapel Hill (Median)	Parkwood Pkwy	Plano Pkwy	1.47
Chase Oaks Blvd	Legacy Dr	US Hwy 75	3.79
Chase Oaks Blvd (Median)	Spring Creek Pkwy	Central Expwy	3.27
Chisholm Pl	Park Blvd	US Hwy 75	0.26
Chisholm PL (Median)	Park Blvd	US Hwy 75	0.26
Clark Pkwy	Yeary Rd	Parker Rd	0.64
Clark Pkwy	Yeary Rd	Parker Rd	0.64
Columbia Pl	15th Street	Park Blvd	0.96
Communications Pkwy	Tennyson Pkwy	Headquarters Dr	2.02
Communications Pkwy (Median)	Tennyson Pkwy	Headquarters Dr	2.02
Communications	Spring Creek Pkwy	Chapel Hill Blvd	4.31
Communications Pkwy (Median)	Mallard	Chapel Hill Blvd	3.58
Country Place Drive	Park Blvd	Baffin Bay Dr	1.01
Country Place Drive	Parker Rd	Custer Rd	2.55
Corporate Dr	Legacy Dr	Tennyson Pkwy	1.79
Corporate Dr (Median)	Legacy Dr	Tennyson Pkwy	0.87
Country Club	Los Rios	E. Park Blvd	2.01
Country Club	Los Rios	Driftwood	1.16
Custer Rd	Hwy 190	State Hwy121	17.01
Custer Rd (Median)	HWY 190	State Hwy 121	17.01
Del Sol Dr	14th Street	Hillridge Dr	0.43
Democracy Dr	Tennyson Pkwy	Dallas Pkwy	1.62
Dobbie Dr	K Avenue	Park Blvd	0.77
Enterprise Dr	Park Blvd	US Hwy 75	.74

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STREET	FROM	TO	CURB MILES
Executive Dr	Plano Pkwy	US Hwy 75	0.68
F Avenue	14th Street	Plano Pkwy	1.52
Headquarters Dr	Spring Creek Pkwy	Spring Creek Pkwy	6.67
Headquarter Dr (Median)	Spring Creek Pkwy	2,000' W/of Legacy	5.88
Hedgcoxe Rd	Legacy Dr	Eastbound Alma Dr South Side Only	11.61
Hedgcoxe Rd (Median)	Legacy Dr	Alma Dr South Side Only	10.51
Heritage Dr	Premier	US Hwy 75	0.41
Highland Dr	Ventura Dr	Preston Rd	0.45
I Avenue	18th Street	22nd Street	0.6
Independence Pkwy	Hwy 190	State Hwy 121	16.13
Independence Pkwy (Median)	HWY 190	State Hwy 121	15.71
International Pkwy	Plano Pkwy	Midway Rd	1.17
International Pkwy (Median)	Plano Pkwy	Midway Rd	1.17
Kathryn	Custer Rd	Hwy 121	1.02
Leadership Dr	State Hwy 121	Headquarters Dr	0.4
Leadership Dr (Median)	State Hwy 121	Headquarters Dr	0.4
Lexington Dr	Alma Dr	US Hwy 75	1.2
Los Rios Blvd	Plano Pkwy	Jupiter Rd	11.8
Los Rios Blvd (Median)	Plano Pkwy	Jupiter Rd	7.50
McDermott Rd	Custer Rd	Preston Rd	6.59
McDermott Rd (Median)	Custer Rd	Preston Rd	6.11
Midway Rd	Park Blvd	Spring Creek Pkwy	5.13
Midway Rd (Median)	Park Blvd	Spring Creek Pkwy	4.33
Mira Vista Blvd	Plano Pkwy	Park Blvd	1.5
Mira Vista Blvd (Median)	Plano Pkwy	Park Blvd	1.5
Municipal Dr	K Avenue South	14th Street	0.76
Ohio Dr	S. City Limits	State Hwy 121	13.12
Ohio Dr (Median)	S. City Limits	State Hwy 121	13.12
Old Orchard Dr	Spring Creek Pkwy	Apple Valley Rd	0.42
Old Shepard Pl	Ohio Dr	Ventura Dr	1.51
Old Shepard Pl (Median)	Ohio Dr	Ventura Dr	1.51
P Avenue	14th St	Parker Rd	3.02
Parkshore	Parkwood	Granite	0.23
Parkwood Blvd	Spring Creek Pkwy	Hwy 121	9.08
Parkwood Blvd (Median)	Spring Creek Pkwy	Hwy 121	9.08

EXHIBIT A
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STREET	FROM	TO	CURB MILES
Partnership	Tennyson Pkwy	Democracy Dr	.26
Pleasant Valley Dr	Custer Rd	Roundrock Trl	2.32
Pleasant Valley Dr (Median)	Custer Rd	Spring Creek Pkwy	1.17
Premier Dr	Enterprise Dr	Parker Rd	3.6
Preston Meadow Dr	Spring Creek Pkwy	McDermott Rd	7.67
Preston Meadow Dr (Median)	Spring Creek Pkwy	Quincy Ln	5.26
Preston Park Blvd	Preston Rd	Park Blvd	1.19
Preston Park Blvd (Median)	Preston Rd	Park Blvd	1.19
Preston Park Ct	Preston Park Blvd	Old Shepard Pl	0.15
Preston Park Ct (Median)	Preston Park Blvd	Old Shepard Pl	0.15
Prestwick Rd	Park Blvd	Highland Dr	0.6
Rainier Rd	Parker Rd	Cross Bend	1.62
Republic Dr	US Hwy 75	Park Blvd	0.41
Ridgeview	Custer Rd	Coit Rd	4.47
Rigsbee Dr	14th Street	14th Street	1.02
Rio Grande Dr	15th Street	Park Blvd	0.98
Roundrock Dr	Spring Creek Pkwy	Independence Pkwy	1.43
Ruisseau Dr	Premier Dr	US Hwy 75	1.31
San Gabriel Dr	Parker Rd	Flora Dr	1.52
San Gabriel Dr (Median)	Parker Rd	Flora Dr	0.51
Seabrook Dr	Alma Dr	E. Dead End	1.23
Sherrye Dr	14th Street	Rigsbee Dr	0.26
Shiloh Rd	Parker Rd	Renner Rd	5.96
Shiloh Rd (Median)	Parker Rd	Renner Rd	2.7
Spring Creek Pkwy	Preston Rd	Parker Rd	15.82
Spring Creek Pkwy (Median)	Preston Rd	Parker Rd	15.82
Spring Creek Pkwy	Dallas Pkwy	Hwy 121	4.65
Spring Creek Pkwy (Median)	Communications Pkwy	Hwy 121	3.81
Stadium Dr	Seabrook Dr	Legacy Dr	0.53
Stratford Dr	Park Blvd	15th Street	0.97
Stratford Dr (Median)	Park Blvd	15th Street	0.97
Taylor Dr	F Avenue	Plano Pkwy	0.38
Tennyson/Archgate	Legacy Dr	Spring Creek Pkwy	9.00
Tennyson/Archgate (Median)	Legacy Dr	Spring Creek Pkwy	8.08
Thunderbird Ln	Lexington Dr	Parker Rd	0.44
Tulane Dr	Preston Rd	Ohio Dr	0.52
Ventura Drive	Plano Pkwy	Preston Rd	3.13
Ventura Dr (Median)	Plano Pkwy	Preston Rd	3.13
Wagner Way	Chase Oaks Blvd	Spring Creek Pkwy	0.6
Westwood Dr	15th Street	Plano Pkwy	1.66
Westwood Dr (Median)	15th Street	Janwood Dr	0.72

STREET	FROM	TO	CURB MILES
Willow Bend Dr	Parker Rd	Windhaven Pkwy	1
Willow Bend Dr (Median)	Parker Rd	Windhaven Pkwy	1
Village Creek Dr	Plano Pkwy	Campbell Rd	1.58
Windcrest Dr	Spring Creek Pkwy	Tennyson Pkwy	1.19
Windhaven Pkwy	Spring Creek Pkwy	Red Wolf Lane	4.18
Windhaven Pkwy (Median)	Spring Creek Pkwy	Red Wolf Lane	1.88
Winding Hollow Ln	Plano Pkwy	Sleepy Hollow Dr	3.69
Winding Hollow Ln (Median)	Plano Pkwy	Mariners Dr	2.33
Woodburn Corners	Plano Pkwy	Park Blvd	2.41
Mapleshade Ln	190 (PGB)	190 (PGB)	3.5
Mapleshade Ln (Median)	190 (PGB)	190 (PGB)	3.5
Pinecrest Dr	Spring Creek Pkwy	Tennyson Pkwy	1.0
Pinecrest Dr (Median)	Spring Creek Pkwy	Tennyson Pkwy	.4
Windcrest Dr	Tennyson Pkwy	Legacy Dr	1.2
Windcrest Dr (Median)	Tennyson Pkwy	Legacy Dr	.2
		TOTAL	434.46

EXHIBIT A
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SECTION B1 STREETS – SWEEPED ONE TIME EVERY TWO MONTHS (NIGHTS)

STREET	FROM	TO	CURB MILES
15th Street	US Hwy 75	Plano Pkwy	7.65
15th Street (Median)	US Hwy 75	Plano Pkwy	7.65
22nd Street	K Avenue	I Avenue	0.23
Capital Ave	Stewart Ave	K Avenue	1.35
Commerce Dr	Plano Pkwy	15th Street	0.87
Coit Rd	Hwy 190	State Hwy 121	15.67
Coit Rd (Median)	Hwy 190	State Hwy 121	15.67
Dallas Pkwy	Plano Pkwy	Granite Rd	10.21
Dallas Pkwy (Median)	Plano Pkwy	Granite Rd	10.21
Exchange Dr	Service Rd	Archerwood St	.49
Jupiter Rd	Hwy 190	Chaparral Rd	9.84
Jupiter Rd (Median)	Hwy 190	Chaparral Rd	8.86
K Avenue	14th Street	Hwy 190	2.04
K Avenue (Median)	14th Street	Hwy 190	1.37
K Avenue	18th Street	Chaparral	7.46
K Avenue (Median)	18th Street	Chaparral	7.46
Klein Rd	Plano Pkwy	Technology Dr	.64
Legacy Dr	State Hwy 121	K Avenue	18.81
Legacy Dr (Median)	State Hwy 121	K Avenue	18.81
Marsh Lane	Plano Pkwy	Parker Rd	1.66
Ozark Dr	Service Rd	Archerwood St	.38
Park Blvd	Midway Rd	E. City Limits	23.88
Park Blvd (Median)	Midway Rd	E. City Limits	23.88
Parker Rd	Marsh Ln	E. City Limits	25.13
Parker Rd (Median)	Crooked Stick Dr	E. City Limits	23.9
Plano Pkwy	FM 544	FM 544	28.96
Plano Pkwy (Median)	FM 544	FM 544	27.75
Spring Creek Pkwy	Preston Rd	Dallas Pkwy	3.88
Spring Creek Pkwy (Median)	Preston Rd	Dallas Pkwy	0.62
Stewart Ave	Plano Pkwy	Capital Ave	0.56
Summit Ave	Klein Rd	K Avenue	3.45
Technology Dr	Jupiter Rd	Klein Rd	1.55
Westside Dr	Park Blvd	Parkhaven Dr	1.02
		TOTAL	311.91

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**SECTION C UNDER/OVERPASSES—ADDITIONAL SWEEPING WHEN ORDERED
BY THE CITY**

STREET	BLOCK #
15th Street	600
15th Street	1900
Alma Drive	501
Alma Drive	600
Alma Drive	2400
Alma Drive	3900
Alma Drive	7300
Custer Road	600
Custer Road	1900
Custer Road	5500
Custer Road	9900
Custer Road	10300
Hedgcoxe Road	4900
Independence Pkwy.	6700
Jupiter Road	3600
Jupiter Road	6500
K Avenue	3600
K Avenue	7100
Legacy Drive	5000
Los Rios Blvd.	1800
Los Rios Blvd.	5300
McDermott Road	4500
McDermott Road	4700
Midway Road	6500
Ohio Drive	3700
Ohio Drive	8000

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STREET	BLOCK #
Park Blvd.	1000
Park Blvd.	2200
Park Blvd.	3500
Park Blvd.	3900 E
Park Blvd.	5300 W
Park Blvd.	5400 W
Parker Road	1400
Parker Road	2700
Parker Road	6600
Parker Road	2500 E
Parker Road	3200 E
Parker Road	3400 W
Parker Road	5300 W
Parker Road	5500 W
Plano Pkwy.	300
Plano Pkwy.	900
Plano Pkwy.	2800
Plano Pkwy.	5200
Plano Pkwy.	5600
Preston Road	1000
Preston Road	2600
Preston Road	3800
Preston Road	5000
Preston Road	7800
Preston Road	19300
Preston Meadow Drive	3900
Ridgeview Drive	2300
Roundrock Trail	6500

EXHIBIT A

STREET	BLOCK #
Shiloh Road	480
Shiloh Road	1900
Shiloh Road	3100
Spring Creek Pkwy.	2100 W
Spring Creek Pkwy.	5300 W
Spring Creek Pkwy.	6700 W
Tennyson Pkwy.	5100
Willow Bend Drive	2300
Willow Bend Drive	3600

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Question and Answers for Bid #2016-0351-C - RFP for Street Sweeping Services

Overall Bid Questions

Question 1

Is Pollution Legal Liability Insurance required for this contract? (Submitted: Sep 21, 2016 5:42:20 PM CDT)

Question 2

Is Professional Liability (E&O) Insurance required for this contract? (Submitted: Sep 21, 2016 5:42:59 PM CDT)

Question 3

Are there any bonding requirements for this contract? (Submitted: Sep 21, 2016 5:43:26 PM CDT)

Question 4

Is Cyber Liability Insurance required for this contract? (Submitted: Sep 21, 2016 5:43:53 PM CDT)

Question 5

Is the EPP Questionnaire an optional or required submittal? (Submitted: Sep 21, 2016 5:44:28 PM CDT)

Question 6

Under the City of Plano's Instructions for Bidding, Item # 31 states bid summary results will be made available forty-eight hours after bid opening.

What specific results will be included? Will any pricing information be included? (Submitted: Sep 21, 2016 5:47:33 PM CDT)

Question 7

How exactly are we supposed to not leave streaks on the roadbed after sweeping? The leading cause of streaks on pavement is the dragshoes running over the pavement. We can stop running the dragshoes over the pavement, but then the pickup head wouldn't pick up any debris. (Submitted: Sep 21, 2016 5:51:01 PM CDT)

Question 8

On the four (4), one (1) year renewals of the contract do both parties have to agree to the renewal? What happens if one party wishes to not renew? (Submitted: Sep 21, 2016 6:11:12 PM CDT)

Question 9

If the intersections in Section C have been sanded for ice control, will the Contractor be paid at an hourly rate? (Submitted: Sep 22, 2016 10:28:07 AM CDT)

Question 10

What areas for the parking lots need to be swept? Some of the maps show green lines along outside streets and interior parking areas. Are we just to sweep all curblines or are open parking areas to be included as well? (Submitted: Sep 22, 2016 10:29:44 AM CDT)

Question 11

Is the City of Plano aware that the maximum speed of a sweeper, whereby the sweeper is effective at picking up debris, is 12 mph. Will the City of Plano enforce a 12 mph maximum for the contract? (Submitted: Sep 22, 2016 10:34:37 AM CDT)

Question 12

Are the sweepers required to have GPS tracking on them for this contract as the City of Frisco does for its contract? (Submitted: Sep 22, 2016 10:37:01 AM CDT)

Question 13

Due to the high distance of landfills away from the City of Plano, will the City grant the use of an area for us to drop a roll-off container for our exclusive use while we are sweeping? We are comfortable with whatever controls you would place on us, we just need a place to be able to come and go quickly and get back to sweeping. (Submitted: Sep 22, 2016 11:39:01 AM CDT)

Question Deadline: Sep 22, 2016 12:00:00 PM CDT

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2016-0351-C
Street Sweeping Services
BEST & FINAL OFFER

Item	Description	Quantity	Waste Partners	
			Unit Price	Extended Price
1	Section A Streets	659.36	\$23.50	\$15,494.96
2	Section A-1 Parking Lots	884	\$45.00	\$39,780.00
3	Section B Streets	2558.28	\$20.00	\$51,165.60
4	Section B-1 Streets	1871.46	\$22.50	\$42,107.85
5	Section C Under/Overpasses	63	\$100.00	\$6,300.00
	Total Items 1-5			
6	Fuel Allocation	1	3.5%	3.5%
7	Unscheduled Sweeper	1	\$125.00	\$125.00
8	Unscheduled Flusher	1	\$150.00	\$150.00

City of Plano

RFP NO: 2016-0351-C

Proposal Response

SECTION I – COMPANY PROFILE:

OVERVIEW

Waste Partners Environmental Inc., F.K.A. & D.B.A. – Sweeping Services of Texas, was established in 2004. Sweeping Services of Texas was established and structured directly in the operation of contractual Municipal and TXDOT roadway sweeping, and response sweeping as our primary and now sole business line.

KEY PERSONNEL

Our Administrative and Operational personnel have extensive experience in the street sweeping business. Our G.M., Ronnie Kendrix, has been in the industry since 1990. Our Controller, Sandy Kittle, has also been in the industry since 1990. Our Corporate Officers, CEO Joseph Hensley, and CFO Ian Hall, are well experienced with two years current direct experience, and prior professional experience in comparable business lines. Our Operational Lead personnel, Freddie Talley and Mike Tinnell have more than 12 years of experience each.

REFERENCES

City of Richardson: Bobby Kinser – (214) 908-4446. Bobby.kinser@cor.gov

Municipal Street Sweeping Contract

City of Grand Prairie: Bharati Maskey – (972) 237-4566. bmaskey@gptx.org

Municipal Street Sweeping contract

City of Bedford: Bill Lankford – (817) 952-2251. Bill.lankford@bedfordtx.gov

Municipal Street Sweeping Contract

Downtown Fort Worth Inc: Matt Beard. (817) 484-3713. matt@dfwi.org

Municipal Street Sweeping Contract

City of Azle: James Duvall. (817) 444-4511. jduvall@cityofazle.org

Residential Street Sweeping Contract

More References Available Upon Request.

SECTION II – EQUIPMENT AND FACILITIES

FACILITIES

Repair facility - 3324 Roy Orr Blvd. Grand Prairie TX 75050

Yard/Equipment housing – 3324 Roy Orr Blvd. Grand Prairie TX 75050

FACILITIES

Repair facility - 3324 Roy Orr Blvd. Grand Prairie TX 75050

Yard/Equipment housing – 3324 Roy Orr Blvd. Grand Prairie TX 75050

EQUIPMENT

Unit#	Fuel	Year	Make	Model	Unit Type	CAPACITY
222	DD	2003	Tymco	T600	Regenerative Air	6 YARDS
234	DD	2008	Tymco	T600	Regenerative Air	6 YARDS
236	DD	2000	Tymco	T600	Regenerative Air	6 YARDS
238	DD	2006	Elgin	Crosswind	Regenerative Air	6 YARDS
239	DD	1999	Tymco	T400	Regenerative Air	4 YARDS
337	DD	2005	Elgin	Eagle	Mechanical Broom	4 YARDS
338	DD	2006	Elgin	Eagle	Mechanical Broom	4 YARDS
339	DD	2005	Elgin	Eagle	Mechanical Broom	4 YARDS
340	DD	2002	Elgin	Eagle	Mechanical Broom	4 YARDS
341	DD	2002	Elgin	Eagle	Mechanical Broom	4 YARDS
343	DD	2006	Elgin	Eagle	Mechanical Broom	4 YARDS
344	DD	2007	Elgin	Eagle	Mechanical Broom	4 YARDS
346	DD	2003	Elgin	Eagle	Mechanical Broom	4 YARDS
349	DD	2007	Elgin	BB	Mechanical Broom	4 YARDS
352	DD	2011	Elgin	Eagle	Mechanical Broom	4 YARDS
353	DD	2014	Elgin	Eagle	Mechanical Broom	4 YARDS

SECTION III – ROUTE LIST AND WORK PLAN

ROUTE LIST

*See attached/accompanying route sheets

WORK PLAN

The sweeping work plan is as follows:

- Section A & A1 – weekly Sunday nights schedule; regenerative air machine street sweeper to be used.
- Section A1 – weekly service center lot sweeping day schedule; mechanical broom machine street sweeper to be used.
- Section B – bi-monthly week day schedule; combo mechanical broom machine and regenerative air machine street sweepers to be used.
- Section B1 – bi-monthly week night schedule; combo mechanical broom machine and regenerative air machine street sweepers to be used.

FINAL DISPOSAL SITES

*See additional attachment

SECTION IV – COST

Completed in Bidsync

Vendor Acknowledgment Form

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices submitted in this bid/proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions in the specifications of the Invitation for Bid/Proposal.

The following information must be filled out in its entirety for your proposal to be considered.

Company Name: Waste Partners Environmental, Inc.

Address of Principal Place of Business: 3324 Roy Orr Blvd.
Grand Prairie TX 75050

Phone/Fax of Principal Place of Business: Phone: (817) 268-4100
Fax: (817) 268-4101

Address, Phone and Fax of Majority
Owner Principal Place of Business: _____

E-mail Address of Representative: rkendrix@wastepartners.com

Authorized Representative:
Signature:



Title: General Manager

Date: 09/23/2016

Printed Name: Ronnie Kendrix

Acknowledgement of Addenda:

#1 ☒ #2 ☒ #3 ☒ #4 ☒ #5 ☒ #6 ☒

INTERLOCAL AGREEMENT

Contractor agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Plano.

☒ YES ☐ NO

Environmentally Preferable Purchasing Questionnaire

The City of Plano adopted an Environmental Purchasing Policy in March, 2008 which is posted on the Purchasing Department's Website.

The goal of the policy is to encourage the purchase and use of materials, products and services that are economically responsible that include environmental factors in the decision making process

Product and service attributes include, but are not limited to, recycled content, energy and/or water conservation, toxic material waste minimization and disposal methods.

To help measure the success of this EPP the Purchasing Department has developed this questionnaire concerning environmentally preferable products and services.

Note: This will either be an optional or required submittal.

If the bid or proposal requires environmentally preferred products/services in the specification and will be evaluated as such then this questionnaire shall be submitted with all other documents pertaining to the bid/proposal.

If there are no requirements in the specifications for these products/services but would like to help us gather information on environmentally preferable products then complete this questionnaire and submit it as optional information with the bid/proposal documents.

City of Plano

Vendor Name: Waste Partners Environmental, Inc.	Phone: (817) 268-4100
Product/Service: Street Sweeping	

Does Product or Service?	Yes	No	Details
Contain recycled material		✓	
Reduce energy consumption		✓	
Certified by certification programs such as Energy Star, Green Seal, Ecologo, EPEAT, etc.		✓	
Reduce toxicity, including emissions		✓	
Reduce waste		✓	
Contain Recyclable materials		✓	
Reduce water consumption		✓	
Have other environmental impacts	✓		Reduces materials in storm water run-off basins.

(Attach supporting documents if needed)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Sweeping Services of Texas, Op. LP

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

NOT APPLICABLE

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

NONE APPLICABLE

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Ronnie Kendrick
Signature of vendor doing business with the governmental entity

10/11/2016
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CLEAN MATERIAL CERTIFICATION

REPUBLIC
SERVICES, INC.

OWNER or
GENERATOR

Property

Address:

City/State/Zip:

Contact Name:

Phone:

Mr. Dirt of Texas

3324 Roy Orr Blvd

Grand Prairie TX 75050

Ronnie Kendrick

(972) 268-4100 Fax: (972) 268-4101

CONTRACTOR
or CARRIER

Billing/Mailing

Address:

City/State/Zip:

Contact Name:

Phone:

Mr. Dirt of Texas

3324 Roy Orr Blvd

Gr Prairie TX 75050

Ronnie Kendrick

(972) 268-4100 Fax: (972) 268-4101

CERTIFICATION: Under state and federal law, every property owner or generator of waste materials is required to determine whether the materials it generates are or contain hazardous, toxic, or dangerous wastes or materials. The proper identification and characterization of these materials are critical to our ability to manage these materials, to ensure the safety of workers, to minimize the risk that illegal contamination is introduced into Republic Services, Inc. owned or operated landfills and to ensure compliance with local, state and federal laws, regulations and contract terms.

Republic Service, Inc. requires its customers certify as follows: I hereby certify that (i) the materials are not and do not contain contamination from hazardous wastes, hazardous, dangerous, or toxic substances, infectious waste, or radioactive, volatile, corrosive, highly flammable, explosive, biomedical, biohazardous material). (ii) the information contained in this Clean Material Certification is correct and complete; and (iii) all relevant information concerning the materials to be managed or disposed has been disclosed to Republic Services, Inc..

Signed: R Kendrick

Print Name: Ronnie Kendrick

Date: 2/26/2011

Title: General Manager

Representing: Mr. Dirt of TX

1. Disposal or Fill Location: <u>Arlington Landfill</u>		2. Approximate Quantity:	
3. Material Type: <input checked="" type="checkbox"/> Soil			
4. Name and Address of Source of Material: <u>Various Locations</u>			
5. Type of Facility:		Describe:	
<input type="checkbox"/> Residential			
<input type="checkbox"/> Commercial			
<input type="checkbox"/> Industrial			
<input checked="" type="checkbox"/> Other		<u>Road sides</u>	
6. Activity Generating Materials: (Describe the activity that generated the materials, e.g., residential basement excavation, construction excavation, road replacement, site cleanup) <u>Dirt/Sand sifted and separated from Trashes.</u>			
7. Are materials from commercial or industrial facilities where hazardous materials were used, handled, or stored as part of business operations?		8. If yes, describe facility and operations:	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
(Examples include gasoline service stations, dry cleaners, photographic processing facilities, paint stores, auto repair or painting facilities, metal processing shops, electrical substations, manufacturing facilities, oil refineries, and waste treatment plants.)			
9. Were these materials excavated or generated as part of a cleanup project (e.g., cleanup of soils contaminated with oil, petroleum, or hazardous or toxic substances)?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10. Does the material contain any hazardous or regulated wastes as defined by federal or State law?		11. Does the material contain regulated radioactive material or TSCA-regulated concentrations of PCBs?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
12. Have these materials been sampled and analytically tested?		13. If yes, are all test results attached?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Company Determination (RSI use only)			
<input type="checkbox"/> Accept <input type="checkbox"/> Reject <input type="checkbox"/> Require Add'l Information:			
Signed Representative:		Date:	

Plano Intersections

Dallas North Tollway

Complete

Plano Pkwy
Park Blvd
Chapel Hill Dr
Parker Rd
Windhaven Pkwy
Spring Creek Pkwy
Tennyson Pkwy
Legacy Dr

George Bush Tollway

Independence Pkwy
Custer Rd
Alma Dr

US 75

Plano Pkwy
15th St
Park Blvd
Parker Rd
Spring Creek Pkwy
Legacy Dr

SECTION A1 PARKING LOTS -- SWEPT (1) TIME PER WEEK (NIGHTS)
(THIS SECTION SWEPT WITH REGENERATIVE AIR SWEEPER ONLY)

DOWNTOWN PARKING	1410 J AVENUE
ANIMAL SHELTER	4028 PLANO PARKWAY
MUNICIPAL BUILDING	1520 K AVENUE
MUNICIPAL CENTER SOUTH	1409 K AVEVUE
POLICE & ROBINSON JUSTICE BUILDINGS	909 14 TH / 900 15 TH STREETS
SENIOR CENTER	401 W. 16 TH STREET
HAGGARD LIBRARY	2501 COIT ROAD
HARRINGTON LIBRARY	1501 18 TH STREET
OAK POINT RECREATION CENTER	6000 JUPITER ROAD
PARR LIBRARY	6200 WINDHAVEN PARKWAY
PLANO CENTER PARKWAY	2000 E. SPRING CREEK
SCHIMELPFENIG LIBRARY	2000 COUNTRY PLACE DRIVE
DAVIS LIBRARY PARKWAY	7501 INDEPENDENCE
CARPENTER PARK RECREATION CENTER	6701 COIT ROAD
TOM MUEHLENBECK CENTER	801 WEST PARKER RD.
PARKWAY SERVICE CENTER	4120/4200 W. PLANO PKWY (Access Road and Administration Parking Areas)
PARKWAY SERVICE CENTER (MACHANICAL BRUSH BROOM REQUIRED)	4200 W. PLANO PARKWAY (Service Area Parking Swept (1) Time Per Week During the Day Between 9:00 m.-2:00 p.m)

Date:

Driver/Truck # _____ / _____

of lots completed:

City of Plano

Street Sweeping Schedule Section A Streets - Nights

Truck #:

Driver:

Date:

All Mileage Includes Medians

ROUTE 1

STREET	FROM	TO	MILES
13TH ST	G AVE	US HWY 75	0.4
14TH ST	K AVE	G AVE	0.69
15TH ST	P AVE	US HWY 75	2.56
15TH PL	K AVE	J AVE	0.19
16TH ST	K AVE	J AVE	0.19
16TH ST	H AVE	G AVE	0.21
18TH ST	H AVE	G AVE	2.57
G AVE	14TH ST	CENTRAL PKWY	1.4
H AVE	14TH ST	16TH ST	0.43
I AVE	14TH ST	16TH ST	0.23
J AVE	15TH ST	18TH ST	0.58
K AVE	14TH ST	18TH ST	0.71
L AVE	18TH ST	MUNICIPAL DR	0.4
MUNICIPAL DR	14TH ST	K AVE NORTH	0.62
N AVE	14TH ST	PLANO PKWY	1.5
TOTAL MILES:			12.68

City of Plano

Street Sweeping Schedule

Section B Streets - Days

All Mileage Includes Medians

ROUTE 1		Date:	Truck:	Driver:
STREET	FROM	TO	MILES	
LOS RIOS BLVD	S. CITY LIMITS	JUPITER	19.3	
SAN GABRIEL DR	PARKER RD	FLORA DR	2.03	
COUNTRY CLUB	LOS RIOS	E. PARK BLVD	3.17	
14TH ST	DUBLIN RD	K AVE	14.85	
RIGSBEE DR	14TH ST	14TH ST	1.02	
SHERRY DR	14TH ST	RIGSBEE DR	0.26	
DEL SOL DR	14TH ST	HILLRIDGE DR	0.43	
TOTAL MILES:			41.06	

ROUTE 2		Date:	Truck:	Driver:
STREET	FROM	TO	MILES	
ACCENT DR	PLANO PKWY	DEAD END	0.68	
EXECUTIVE DR	PLANO PKWY	US HWY 75	0.68	
TAYLOR DR	F AVE	PLANO PKWY	0.38	
F AVE	14TH ST	PLANO PKWY	1.52	
10TH ST	K AVE	SOUTHWESTERN DR	0.41	
MUNICIPAL DR	K AVE SOUTH	14TH ST	0.76	
I AVE	18TH ST	22ND ST	0.6	
CENTRAL EXPWY	US HWY 75	PARK BLVD	1.06	
REPUBLIC DR	US HWY 75	PARK BLVD	0.41	
ARCHERWOOD ST	PARK BLVD	PARKER RD	0.79	
DOBIE DR	K AVE	PARK BLVD	0.77	
P AVE	14TH ST	PARKER RD	3.02	
18TH ST	P AVE	JUPITER RD	1	
SHILOH RD	PARKER RD	S. CITY LIMITS	3.66	
HERITAGE DR	CAHSE OAKS BLVD	US HWY 75	0.41	
PREMIER DR	ENTERPRISE DR	TRIBAL RD	3.6	
RUISSEAU DR	PREMIER DR	US HWY 75	1.31	
THUNDERBIRD	LEXINGTON DR	PARKER RD	0.44	
LEXINGTON DR	ALMA DR	US HWY 75	1.2	
ENTERPRISE DR	PARK BLVD	US HWY 75	0.74	
CHISOLM PL	PARK BLVD	US HWY 75	0.52	
TOTAL MILES:			28.96	

ROUTE 3

Route 3

Date:

Truck:

Driver:

STREET	FROM	TO	MILES
WESTWOOD DR	15TH ST	PLANO PKWY	2.38
ALMA DR	HWY 190	HEDGECOXE RD	22.84
RAINIER RD	PARKER RD	FIELD COVE DR	1.62
SEABROOK DR	ALMA DR	E. DEAD END	1.23
STADIUM DR	SEABROOK DR	LEGACY DR	0.53
CHASE OAKS BLVD	S. DEAD END	US HWY 75	7.06
WAGNER WAY	CHASE OAKS BLVD	SPRING CREEK PKWY	0.6
16TH ST	ALMA DR	US HWY 75	0.72
COLUMBIA PL	15TH ST	PARK BLVD	0.96
RIO GRANDE DR	15TH ST	PARK BLVD	0.98
TOTAL MILES:			38.92

ROUTE 4

Date:

Truck:

Driver:

STREET	FROM	TO	MILES
CUSTER RD	HWY 190	STATE HWY 121	34.02
PLEASANT VALLEY DR	CUSTER RD	ROUNDROCK TR	3.49
OLD ORHARD DR	SPRING CREEK PKWY	APPLE VALLEY RD	0.42
BAY HILL DR	PLEASANT VALLEY DR	CUSTER RD	0.68
BAFFIN BAY DR	CUSTER RD	ADDERBERRY	1.17
COUNTRY PLACE DR	PARKER RD	CUSTER RD	3.56
TOTAL MILES:			43.34

ROUTE 5

Date:

Truck:

Driver:

STREET	FROM	TO	MILES
PARKWOOD BLVD	PLANO PKWY	WINDHAVEN PKWY	10.62
PARKSHORE	PARKWOOD PKWY	GRANITE PKWY	0.23
MIRA VISTA BLVD	PLANO PKWY	PARK BLVD	3
CHAPEL HILL BLVD	PARKWOOD PKWY	PLANO PKWY	2.94
COMMUNICATIONS PKWY	SPRING CREEK PKWY	CHAPEL HILL BLVD	7.89
CLARK PKWY	YEARY RD	PARKER RD	1.28
WILLOWBEND DR	PARKER RD	YEARY RD	1.92
WINDHAVEN PKWY	SPRING CREEK PKWY	RED WOLF LN	6.06
WINDCREST DR	SPRING CREEK PKWY	TENNYSON PKWY	2.59
PINECREST	SPRING CREEK PKWY	TENNYSON PKWY	1.4
DEMOCRACY DR	TENNYSON PKWY	DALLAS PKWY	1.62
PARTNERSHIP	TENNYSON PKWY	DEMOCRACY DR	0.26
BISHOP RD	TENNYSON PKWY	DEMOCRACY DR	0.49
TOTAL MILES:			40.3

ROUTE 6

Date:

Truck:

Driver:

STREET	FROM	TO	MILES
MIDWAY RD	PARK BLVD	SPRING CREEK PKWY	3.46
SPRING CREEK PKWY	DALLAS PKWY	STATE HWY 121	3.46
CORPORATE DR	LEGACY DR	TENNYSON PKWY	2.66

Route 6 Contd:

Date:

Truck:

Driver:

HEADQUARTERS DR	OHIO DR	SPRING CREEK PKWY	12.55
LEADERSHIP DR	DALLAS PKWY	HEADQUARTERS DR	0.8
COMMUNICATIONS PKWY	TENNYSON PKWY	HEADQUARTERS DR	4.04
INTERNATIONAL PKWY	PLANO PKWY	MIDWAY RD	2.34
TOTAL MILES:			40.31

ROUTE 7

Date:

Truck:

Driver:

STREET	FROM	TO	MILES
MAPLESHADE LN	OHIO DR	COIT RD	4
WOODBURN CORNERS	PLANO PKWY	PARK BLVD	2.41
INDEPENDENCE PKWY	HWY 190	STATE HWY 121	31.84
ROUNDROCK DR	SPRING CREEK PKWY	INDEPENDENCE PKWY	1.43
STRATFORD DR	PARK BLVD	15TH ST	1.94
TOTAL MILES:			41.62

ROUTE 8

Date:

Truck:

Driver:

STREET	FROM	TO	MILES
OHIO DR	S. CITY LIMITS	STATE HWY 121	26.24
TULANE DR	PRESTON RD	OHIO DR	0.52
HIGHLAND DR	VENTURA DR	PRESTON RD	0.45
PRESTWICK RD	PARK BLVD	HIGHLAND DR	0.6
VENTURA DR	PLANO PKWY	PRESTON RD	6.26
OLD SHEPARD PL	OHIO DR	VENTURA DR	3.02
VILLAGE CREEK DR	PLANO PKWY	CAMPBELL RD	1.58
WINDING HOLLOW LN	PLANO PKWY	SLEEPY HOLLOW DR	6.02
PRESTON PARK CT	PRESTON PARK BLVD	OLD SHEPARD PL	0.3
PRESTON PARK BLVD	PRESTON RD	PARK BLVD	2.38
TOTAL MILES:			47.37

ROUTE 9

Date:

Truck:

Driver:

STREET	FROM	TO	MILES
TENNYSON/ARCHGATE	LEGACY DR	SPRING CREEK PKWY	17.08
PARKWOOD BLVD	SPRING CREEK PKWY	HWY 121	7.54
PRESTON MEADOW DR	SPRING CREEK PKWY	MCDERMOTT	12.93
TOTAL MILES:			37.55

ROUTE 10

Date:

Truck:

Driver:

STREET	FROM	TO	MILES
SPRING CREEK PKWY	PRESTON RD	PARKER RD	31.64
TOTAL MILES:			31.64

ROUTE 11

Date:

Truck:

Driver:

STREET	FROM	TO	MILES
HEDGE COXE RD	LEGACY DR	ALMA DR	22.12

EXHIBIT 8

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Route 11 Cont'd

Date:

Truck:

Driver:

MCDERMOTT RD	CUSTER RD	PRESTON MEADOW	12.7
RIDGEVIEW DR	CUSTER RD	COIT RD	4.47
KATHRYN LN	CUSTER RD	STATE HWY 121	1.02
TOTAL MILES:			40.31

City of Plano

Street Sweeping Schedule Section B1 Streets - Nights

All Mileage Includes Medians

ROUTE 1		Date:	Truck:	Driver:
STREET	FROM	TO	MILES	
PLANO PKWY	FM 544	FM 544	56.71	
			TOTAL MILES:	56.71
ROUTE 2		Date:	Truck:	Driver:
STREET	FROM	TO	MILES	
PARKER RD	W. DEAD END	E. CITY LIMITS	49.03	
MARSH LN	PLANO PKWY	PARKER RD	1.66	
			TOTAL MILES:	50.69
ROUTE 3		Date:	Truck:	Driver:
STREET	FROM	TO	MILES	
PARK BLVD	MIDWAY	E. CITY LIMITS	47.76	
WESTSIDE DR	PARK BLVD	PARKHAVEN DR	1.02	
EXCHANGE	SERVICE RD	ARCHERWOOD ST	0.49	
OZARK DR	SERVICE RD	ARCHERWOOD ST	0.38	
			TOTAL MILES:	49.65
ROUTE 4		Date:	Truck:	Driver:
STREET	FROM	TO	MILES	
K AVE	14TH ST	K AVE	3.41	
CAPITAL AVE	STEWART	K AVE	1.35	
STEWART AVE	PLANO PKWY	CAPITAL AVE	0.56	
SUMMIT AVE	KLEIN RD	K AVE	3.45	
KLEIN RD	PLANO PKWY	TECHNOLOGY DR	0.64	
TECHNOLOGY DR	JUPITER RD	KLEIN RD	1.55	
JUPITER RD	HWY 190	CHAPPARRAL RD	18.7	
K AVE	18TH ST	N. CITY LIMITS	14.92	
22ND ST	K AVE	I AVE	0.23	
			TOTAL MILES:	44.81
ROUTE 5		Date:	Truck:	Driver:
STREET	FROM	TO	MILES	
COMMERCE DR	PLANO PKWY	15TH ST	0.87	
15TH ST	US HWY 75	PLANO PKWY	15.3	
LEGACY DR	STATE HWY 121	K AVE	37.62	

EXHIBIT

8

Total Miles: 53.79

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OF

23

TOTAL MILES: 53.79

ROUTE 6

Date:

Truck:

Driver:

STREET	FROM	TO	MILES
DALLAS PKWY	PLANO PKWY	GRANITE RD	20.42
COIT RD	HWY 190	STATE HWY 121	31.34
SPRING CREEK PKWY	PRESTON RD	DALLAS PKWY	4.5
TOTAL MILES:			56.26

EXHIBIT 8

PAGE 20 OF 23

Waste Partners



Welcome rkendrix | [Logout](#)
Need assistance?
Contact us
or call 800-990-9339

[Home](#) [My Account](#) [Search](#) [Orders](#) [Bids](#) [Admin](#) [CRM](#) [Agency List](#)

Offer Received

Offer(s) on Bid 2016-0351-C

[View Offer Report](#)

Listed below is your offer information. Click on the "Return to Offer" button below to return to the bid information screen.

Your Offer(s)

Line Item				
2016-0351-C-01-01	Section A-Streets [Edit]			
	Product Code	Unit Price	Qty/Unit	Total Amount
		\$23.50	659.36 / mile	\$15,494.96
	Notes for Buyer		Attachments	
2016-0351-C-01-02	Section A-1-Parking Lots [Edit]			
	Product Code	Unit Price	Qty/Unit	Total Amount
		\$45.00	884 / each	\$39,780.00
	Notes for Buyer		Attachments	
2016-0351-C-01-03	Section B-Streets [Edit]			
	Product Code	Unit Price	Qty/Unit	Total Amount
		\$20.00	2,558.28 / mile	\$51,165.60
	Notes for Buyer		Attachments	
2016-0351-C-01-04	Section B-1-Streets [Edit]			
	Product Code	Unit Price	Qty/Unit	Total Amount
		\$22.50	1,871.46 / mile	\$42,107.85
	Notes for Buyer		Attachments	
2016-0351-C-01-05	Section C-Under/Overpasses [Edit]			
	Product Code	Unit Price	Qty/Unit	Total Amount
		\$100.00	63 / each	\$6,300.00
	Notes for Buyer		Attachments	
2016-0351-C-01-06	Fuel Allocation [Edit]			
	Product Code		Qty/Unit	Percentage
			1 / each	3.50%
	Notes for Buyer		Attachments	
2016-0351-C-01-07	Unscheduled Sweeper [Edit]			
	Product Code	Unit Price	Qty/Unit	Total Amount
		\$125.00	1 / hour	\$125.00
	Notes for Buyer		Attachments	
2016-0351-C-01-08	Unscheduled Flusher [Edit]			
	Product Code	Unit Price	Qty/Unit	Total Amount
		\$150.00	1 / hour	\$150.00
	Notes for Buyer		Attachments	
Grand Total Price:				Grand Total Price: \$155,123.41

Bid Notes: - These notes apply to the bid as a whole.

Bid Attachments: - These attachments apply to the bid as a whole.

[\[download\]](#)
[\[download\]](#)
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[\[download\]](#)
[\[download\]](#)

A confirmation email for this bid has been sent to rkendrix@wastepartners.com.

To change your notification options:

EXHIBIT 8
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Product Feedback

Bid #2016-0351-C - RFP for Street Sweeping Services

Creation Date Aug 3, 2016

End Date Oct 13, 2016 3:00:00 PM CDT

Start Date Sep 13, 2016 4:40:09 PM CDT

Awarded Date Not Yet Awarded

2016-0351-C-01-01 Section A-Streets					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Waste Partners Environmental, Inc [Ad]	First Offer - \$23.50	659.36 / mile	\$15,494.96		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

2016-0351-C-01-02 Section A-1-Parking Lots					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Waste Partners Environmental, Inc [Ad]	First Offer - \$45.00	884 / each	\$39,780.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

2016-0351-C-01-03 Section B-Streets					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Waste Partners Environmental, Inc [Ad]	First Offer - \$20.00	2558.28 / mile	\$51,165.60		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

2016-0351-C-01-04 Section B-1-Streets					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Waste Partners Environmental, Inc [Ad]	First Offer - \$22.50	1871.46 / mile	\$42,107.85		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

2016-0351-C-01-05 Section C-Under/Overpasses					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Waste Partners Environmental, Inc [Ad]	First Offer - \$100.00	63 / each	\$6,300.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

2016-0351-C-01-06 Fuel Allocation					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Waste Partners Environmental, Inc [Ad]	First Offer - 3.50%	1 / each	3.50%		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

2016-0351-C-01-07 Unscheduled Sweeper					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Waste Partners Environmental, Inc [Ad]	First Offer - \$125.00	1 / hour	\$125.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

2016-0351-C-01-08 Unscheduled Flusher					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Waste Partners Environmental, Inc [Ad]	First Offer - \$150.00	1 / hour	\$150.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

Supplier Totals

EXHIBIT B
PAGE 22 OF 23

f Waste Partners Environmental, Inc [Ad]		\$155,123.41 (8/8 items)
Bid Contact	Ronnie Kendrix rkendrix@wastepartners.com Ph 817-953-8109 Fax 817-268-4101	Address 3324 Roy Orr Blvd Grand Prairie, TX 75050
Agency Notes:	Supplier Notes:	Head Attch: 1

** All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.

CITY OF PLANO GENERAL CONTRACTUAL INSURANCE REQUIREMENTS

Vendors/Contractors performing work on City property for the City of Plano shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Vendors/Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of insurance as required herein or that the subcontractors are included under the vendors/contractor's policy. The City, at its discretion, may require a certified copy of the policies, including all relevant endorsements.

All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas, must be acceptable to the City of Plano and be placed with an insurer possessing an A-VII A. M. Best rating or better.

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

1. The following insurance requirements, coverage's and limits apply to most minor construction (Non-CIP), renovation, service provider, installation and maintenance services, work on City property and professional service contracts.
2. Purchases of non-hazardous commodities, equipment, materials and products from distributors and retailers do not require any specific insurance.
3. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment or property may require customized insurance requirements in addition to the general requirements listed.

Commercial General Liability Insurance—(Required for all minor construction, renovation, service provider contracts involving installation, maintenance or work on City property)

Commercial general liability insurance shall be written on an ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-complete operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability policy, including coverage for City with respect to liability arising out of the completed operations.

\$1,000,000 Limit per Occurrence/Aggregate

\$1,000,000 Limit for Personal/Advertising Injury and Products/Completed Operations

v07.19.13

EXHIBIT C
PAGE 1 OF 4

Pollution Legal Liability Insurance: If the contract requires hazardous waste removal, clean up or remediation, Pollution Legal Liability Coverage will be required with limits not less than **\$3,000,000.00** per accident and **\$5,000,000.00** per occurrence.

Commercial Automobile Liability—(Required for all contracts involving the use of vendor/contractor owned, non-owned or hired automobiles)

Vendor/contractor shall maintain business automobile liability insurance with a limit of not less than **\$1,000,000** each accident or Combined Single Limit.

Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles). Vendor/contractor waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability obtained by vendor/contractor pursuant to this section or under any applicable automobile physical damage coverage.

Workers' Compensation & Employer Liability—(Required for all vendors/contractors with employees who perform work or contract services on City property)

Vendor/contractor shall maintain workers' compensation insurance in the amounts required by appropriate state workers compensation statutes. The employer's liability limit shall not be less than **\$1,000,000**.

The City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the workers' compensation policy, including coverage for City under any contracts with any sub-contractors of Vendor/contractor. Vendor/contractor waives all rights against City, the City Council and its members, the City's agents, officers, directors and employees for recovery of damages under vendors/contractor's workers' compensation and employer's liability. Vendor/contractor must cause a waiver of subrogation to be effected under its workers' compensation coverage.

Sole Proprietors and companies with no employees may be exempt from this requirement.

Cyber Liability—Coverage in place naming the City of Plano, Texas, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the Cyber Liability policy, including coverage for the City with respect to liability arising out of all errors and omissions of vendor/contractor or products. Coverage shall be no less than **\$1,000,000.00** each claim and **\$3,000,000.00** in the aggregate.

Professional Liability (E&O) Insurance—(Required for all Professional Service contracts including but not limited to: architects, engineers, consultants, counselors, medical professionals, attorneys, accountants, etc.)

Professional Liability Coverage (E&O) may be written on a claims made basis but must include an extended reporting period of at least three years after contract completion.

City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the E&O policy, including coverage for City with respect to liability arising out of all errors and omissions of vendor/contractor.

A fiduciary bond in favor of the City of Plano, Texas for not less than **\$2,000,000**

Minimum Limit of **\$1,000,000** Each Claim and **\$1,000,000** Aggregate

v07.19.13

EXHIBIT C
PAGE 2 OF 4

General Requirements Applicable to All Insurance

1. The vendor/contractor shall obtain and maintain the minimum insurance coverage set forth in this section during the entire contract period.
2. The vendor/contractor agrees that the insurance requirements specified herein do not reduce the liability vendor/contractor has assumed in any indemnification/hold harmless section of the contract.
3. Coverage shall be on a primary basis and non-contributory with any other insurance coverage and/or self-insurance carried by City.
4. Vendor/contractor is responsible for providing the City a minimum of 30 days' notice of a material change or voluntary cancellation of insurance coverage required under this contract and notice within 10 days of any notice of termination no matter the cause.

Evidence of Insurance Required

Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this contract, vendor/contractor shall furnish City a Certificate(s) of Insurance (COI) on a form approved by the Texas Department of Insurance and signed by an authorized representative of each insurer.

The COI shall List each insurer's NAIC Number or FEIN and list the City of Plano, Risk Management Division, 1520 K Avenue, Suite 117, Plano, Texas, 75074 in the Certificate Holder Section.

**APPROVED**

By Kim at 10:57 am, Dec 01, 2016

WASTPAR-01 SARMALKARPR

DATE (MM/DD/YYYY)

10/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Willis of Texas, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Towers Watson Certificate Center		
	PHONE (A/C, No, Ext): (877) 945-7378	FAX (A/C, No): (888) 467-2378	
	E-MAIL ADDRESS: certificates@willis.com		
INSURED Waste Partners Environmental, Inc. 3324 Roy Orr Blvd Grand Prairie, TX 75050	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Fire Insurance Company		23035
	INSURER B: Markel American Insurance Company		28932
	INSURER C: Texas Mutual Insurance Company		22945
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			TB2-Z91-466508-026	11/01/2016	11/01/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
			MED EXP (Any one person) \$ 25,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			AS2-Z91-466508-016	11/01/2016	11/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			MKLM4EUL1000059	11/01/2016	11/01/2017	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001292840	09/02/2016	09/02/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EXHIBIT

C

PAGE

4

OF

4

CERTIFICATE HOLDER**CANCELLATION**City of Plano
1520 Avenue K
Plano, TX 75074

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**AFFIDAVIT OF NO PROHIBITED INTEREST AND
COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE**

A. No Prohibited Interest

I, the undersigned, declare that I am authorized to make this statement on behalf of Waste Partners Environmental, Inc., a Corporation organized under the laws of the State of Texas, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Waste Partners Environmental, Inc. is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council."

B. Equal Rights Compliance

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;

- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
- (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic."

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance based on the following: **[PLEASE CHECK BELOW, IF APPLICABLE]**

_____ A religious organization.

_____ A political organization.

_____ An educational institution.

_____ A branch or division of the United States government or any of its departments or agencies.

_____ A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.

_____ A private club that is restricted to members of the club and guests and not open to the general public.

_____ Is not an "employer" under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year

[THIS SPACE INTENTIONALLY LEFT BLANK]

I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

Waste Partners Environmental, Inc.

By:

Ronnie Kendrix
Signature

Ronnie Kendrix

Print Name

General Manager

Title

10/11/2016

Date



STATE OF Texas §

COUNTY OF Dallas §

SUBSCRIBED AND SWORN TO before me this 11th day of October, 2016

Sue Hutton
Notary Public, State of Texas

Date: December 9, 2016

To: Diane Palmer-Boeck, Director of Procurement and Project Management

From: Gerald P. Cosgrove, P.E.; Director of Public Works *GPC*

Subject: **2016-0351-C Street Sweeping Services**

The Public Works staff has received and reviewed two (2) electronic responses for street sweeping services. The two responses for this bid were Waste Partners Environmental, Inc. and Mister Sweeper LP. This contract will establish an annual fixed price contract for the Public Works street sweeping services.

If this contract is not awarded by City Council, the citizens may complain about the buildup of street trash along curbs and general reduction of cleanliness of the streets and the City will be in violation of the City's Storm Water Permit with TCEQ as street sweeping is a requirement of the Permit.

The Public Works staff recommends the best and final offer received from Waste Partners Environmental, Inc. in the annual amount of \$154,848.41. The contract will be awarded for a term of one (1) year with four (4) City optional renewals.

xc: David Falls, Public Works Operations Manager
Josh Schultz, Public Works Superintendent
Nancy Corwin, Purchasing Buyer



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Council Meeting Date: 1/9/2017

Department: Public Works

Department Head: Gerald Cosgrove

Agenda Coordinator: Vernie Rambo

CAPTION

RFP No. 2016-0351-C for a one (1) year contract with four (4) one-year City optional renewals for Street Sweeping Services for Public Works Department to Waste Partners Environmental, Inc. in the annual estimated amount of \$154,848; and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2016-17; 2017-18; 2018-19; 2019-20; 2020-21	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	218,728	619,392	838,120
Encumbered/Expended Amount	0	0	0	0
This Item	0	-154,848	-619,392	-774,240
Balance	0	63,880	0	63,880

FUND(S): MUNICIPAL DRAINAGE FUND

COMMENTS: This item approves a (1) one-year contract with (4) one-year optional renewals for providing street sweeping services to the City of Plano. The estimated expenditure to be purchased from this contract in FY 2016-17 is \$154,848. Future expenditures, if renewed, will be made by Municipal Drainage within the annual approved budget appropriations: \$154,848 in FY 2017-18, \$154,848 in FY 2018-19, \$154,848 in FY 2019-20 and \$154,848 in FY 2020-21.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
2016-0351-C Recommendation Memo	12/16/2016	Memo
2016-0351-C Recap	12/19/2016	RFP Recap

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: January 24, 2017

SUBJECT: Authorize the City Manager to Execute the Purchase of Five (5) LUCAS Chest Compression Systems from Physio-Control, Inc. in the Amount of \$96,302.

STAFF RESOURCE: Kurt Hall, Assistant Fire Chief
Debra Morris, Purchasing Manager

ACTION PROPOSED: Authorize the City Manager to Execute the Purchase of Five (5) LUCAS Chest Compression Systems from Physio-Control, Inc. in the Amount of \$96,302.

BACKGROUND

The LUCAS Device (Chest Compression System) is designed to help improve outcomes for sudden cardiac arrest victims and improve operations for medical responders. Performing at least 100 compressions per minute with a depth of 2", LUCAS can be deployed quickly with minimal interruption to patient care. The City needs to purchase five of these units to replace our existing Zoll Auto Pulse devices that were purchased with partial grant funding seven years ago (Zoll no longer supports these devices). The units will be purchased through a sole source vendor.

BUDGETARY IMPACT

These devices will be purchased with Texas Ambulance Supplemental Payment Program (TASPP) funding which was received as a grant from the Texas Department of Health and Human Services.

STAFF RECOMMENDATION

Staff recommends authorizing the City Manager to execute the purchase of five (5) LUCAS Chest Compression Systems from Physio-Control, Inc. in the amount of \$96,302.

MOTION

I make a motion to authorize the City Manager to execute the purchase of five (5) LUCAS Chest Compression Systems from Physio-Control, Inc. in the amount of \$96,302.

ATTACHMENTS:

Physio-Control Quote
Sole Source Justification



Physio-Control, Inc
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800.442.1142
fax 800.732.0956

To	ALLEN FD	Quote Number	00061586
	Attn: Richard Vaughn, Division Chief	Revision #	1
	310 CENTURY PKWY	Created Date	11/30/2016
	ALLEN, TX 75013	Sales Consultant	David B. Atkinson II
	2145094405		(214) 548-0069
	rvaughn@cityofallen.org	FOB	Redmond, WA
		Terms	All quotes subject to credit approval and the following terms and conditions
		NET Terms	NET 30

Promotion	(RPLCSSVC) - LUCAS Svc Discount	Expiration Date	12/29/2016
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Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
11576-000047	LUCAS Disposable Suction Cup (12 pack)	3.00	481.40	-62.58	418.82	1,256.45
11576-000051	Patient Straps (wrists, 3-pack)	1.00	261.00	-33.93	227.07	227.07
11576-000060	LUCAS Battery Desk-Top Charger	5.00	1,128.40	-146.69	981.71	4,908.54
11576-000071	LUCAS Power Supply	5.00	358.80	-46.64	312.16	1,560.78
11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	5.00	712.00	-92.56	619.44	3,097.20
11576-000090	Grip Tape (3-pack), LUCAS Slim Back Plate	2.00	68.00	-8.84	59.16	118.32
50999-000118	Zone2: (26 to 50Mi) or (41 to 81Km)	4.00	79.00	0.00	79.00	316.00
99576-000043	LUCAS 3.0 Chest Compression System INCLUDES HARD SHELL CASE, SLIM BACK PLATE, TWO (2) PATIENT STRAPS, (1) STABILIZATION STRAP, 2 SUCTION CUPS, 1 RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE.	5.00	15,950.00	-2,073.50	13,876.50	69,382.50
LUCAS-OSCOMP-4-POS	LUCAS Service - 4 YEAR. On-site Comprehensive Coverage. Annual Payments.	5.00	6,200.00	-1,550.00	4,650.00	23,250.00
Trade-in product	Trade in of Zoll AutoPulse towards the purchase of LUCAS 3	4.00	0.00	0.00	-2,000.00	-8,000.00

Subtotal	USD 96,116.86
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 185.00
Grand Total	USD 96,301.86

Pricing Summary Totals

List Price Total	USD 123,903.20
Total Contract Discounts Amount	USD -4,650.00
Total Discount	USD -15,136.34
Trade In Discounts	USD -8,000.00
Tax + S&H	USD 185.00

GRAND TOTAL FOR THIS QUOTE

USD 96,301.86

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Reference Number BV/07000801/109302

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(i) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services, and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Quote Number: 00061586

Additional Terms for Purchase and Sale of Products.

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

Delivery. Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

Additional Terms for Purchase and Sale of Service Plans.

In addition to the General Terms above, the following terms apply to all Physio Service Plans.

Service Plans. Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at <http://www.physio-control.com/ServicePrograms.aspx> for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

Pricing. If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be prorated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

Device Inspection Before Acceptance. All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

Unavailability of Covered Equipment. If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

Unscheduled or Uncovered Services. If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

Loaners. If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

No Solicitation. During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.



SOLE SOURCE JUSTIFICATION

VENDOR NAME: Physio Control

DATE: 01/06/2017

ESTIMATED TOTAL COST: \$ 96,301.86

This form must accompany the purchase document whenever an exception to the competitive bidding or internal purchasing process is requested. State and local laws subjects the City of Allen to competitive bidding rules. Sole Source is the selection of one particular supplier to the exclusion of all others. This decision may be based on lack of competition, proprietary technology, copyright or a supplier's unique capability. The Purchasing Manager or authorized designee will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

Please check all applicable categories and provide additional information where indicated.

The requested product is an integral repair part or accessory compatible with existing equipment.

☒ The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

Repair/Maintenance service is available only from manufacturer or designated service representative.

Upgrade to or enhancement of existing software is available only from one manufacturer.

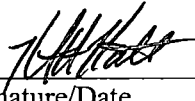
Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

Provide a detailed exception and attach supporting documentation:

We currently have all Physio Control Lifepak products on all of our apparatus. The Fire Department tested 3 different automatic resuscitation platforms, the Lucas device (by physio Control), The Autopulse (By Zoll Medical) and the Rosque. In the end it was determined that the Lucas device was the best value for the fire department and the Citizens of Allen.

Defibrillators

I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department.

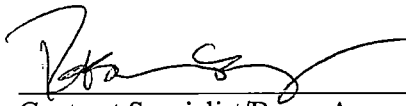
 01/06/2017
Signature/Date

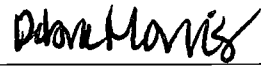
Kurt Hall
Printed Name

FIRE
Department Name

ASST. FIRE CHIEF
Title

PURCHASING APPROVALS

 1/12/2017
Contract Specialist/Buyer Approval Date

 1/12/2017
Purchasing Manager Approval Date

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

January 24, 2017

SUBJECT:

Award Bid and Authorize the City Manager to Execute an Annual Contract with TB2 Services, dba Aire Dynamics, Inc. for HVAC Preventative Maintenance and Repair Services for City Facilities with Two Optional One-Year Renewals in the Amount of \$90,000, and Award a Contract with CEC Facilities Group, LLC as the Secondary Vendor.

STAFF RESOURCE:

Jimmy Knipp, Assistant Director of Community Services
Debra Morris, Purchasing Manager

ACTION PROPOSED:

Award Bid and Authorize the City Manager to Execute an Annual Contract with TB2 Services, dba Aire Dynamics, Inc. for HVAC Preventative Maintenance and Repair Services for City Facilities with Two Optional One-Year Renewals in the Amount of \$90,000, and Award a Contract with CEC Facilities Group, LLC as the Secondary Vendor.

BACKGROUND

To continue our efforts to effectively maintain and repair City facilities and control costs, Purchasing staff have solicited bids for HVAC preventative maintenance and repair services, consisting of fixed price monthly routine preventative maintenance and on-call repair services for facilities that are maintained by Community Services, Parks and Recreation and the Fire Department. On December 28, 2016 the Purchasing Division received a total of ten bid responses. Five of the bid responses were concluded to be non-responsive due to a lack of necessary certifications. The bid was awarded to the lowest responsive bidder.

BUDGETARY IMPACT

Funding for the annual contract for HVAC Maintenance and Repair is available in the Community Service, Parks and Recreation, and Fire Department operating budgets within the General Fund and within the Water and Sewer Fund.

STAFF RECOMMENDATION

Staff recommends authorizing the City Manager to execute an annual contract with TB2 Services, dba Aire Dynamics, Inc. for HVAC preventative maintenance and repair services for City Facilities with two optional one-year renewals in the amount of \$90,000, and authorizing execution of a contract with CEC Facilities Group, LLC as the secondary vendor.

MOTION

I make a motion to authorize the City Manager to execute an annual contract with TB2 Services, dba Aire Dynamics, Inc. for HVAC preventative maintenance and repair services for City Facilities with two optional one-year renewals in the amount of \$90,000, and authorizing execution of a contract with CEC Facilities Group, LLC as the secondary vendor.

ATTACHMENTS:

Bid Tab



Bid #2016-7-171 HVAC Maintenance and Repair

Opened: December 28, 2:00 pm

	Denali Construction Services	3D Mechanical Service Co.	Assured Mechanical Solutions LLC	Mascot Mechanical	Infinity Contractors Intl Ltd	Rush Co Energy Specialists	CEC Facilities Group	EEC Enviro Service Co LLC	TB2 Services (Aire Dynamics)	Assured Comfort Services
Description	Annual Price	Annual Price	Annual Price	Annual Price	Annual Price	Annual Price	Annual Price	Annual Price	Annual Price	Annual Price
City Hall	\$ 20,888.00	\$ 13,160.00	\$ 3,800.00	\$ 5,115.00	\$ 63,222.00	\$ 15,550.00	\$ 18,044.00	\$ 12,800.00	\$ 10,310.00	\$ 33,500.00
Municipal Annex	\$ 4,524.00	\$ 4,060.00	\$ 775.00	\$ 232.00	\$ 4,512.00	\$ 2,820.00	\$ 2,150.00	\$ 2,055.56	\$ 1,665.00	\$ 2,430.00
Municipal Court/Parks	\$ 5,741.00	\$ 6,290.00	\$ 2,250.00	\$ 2,047.00	\$ 28,614.00	\$ 5,430.00	\$ 8,450.00	\$ 3,982.22	\$ 3,945.00	\$ 33,500.00
Police Headquarters	\$ 8,224.00	\$ 12,945.00	\$ 3,650.00	\$ 1,653.00	\$ 21,398.00	\$ 13,890.00	\$ 13,266.00	\$ 8,733.33	\$ 6,160.00	\$ 20,790.00
Library	\$ 7,984.00	\$ 11,200.00	\$ 2,900.00	\$ 1,574.00	\$ 22,741.00	\$ 10,410.00	\$ 9,116.00	\$ 10,993.33	\$ 6,090.00	\$ 12,690.00
Animal Shelter	\$ 2,164.00	\$ 5,415.00	\$ 2,200.00	\$ 914.00	\$ 12,058.00	\$ 4,590.00	\$ 4,032.00	\$ 3,711.11	\$ 1,850.00	\$ 7,560.00
Prestige Water Tower	\$ 2,116.00	\$ 5,415.00	\$ 815.00	\$ 710.00	\$ 2,482.00	\$ 1,710.00	\$ 1,150.00	\$ 2,415.56	\$ 1,170.00	\$ 5,400.00
Rowlett Tower	\$ 1,324.00	\$ 2,708.00	\$ 625.00	\$ 150.00	\$ 3,008.00	\$ 1,900.00	\$ 565.00	\$ 1,584.44	\$ 810.00	\$ 1,580.00
Municipal Service Ctr	\$ 9,364.00	\$ 19,000.00	\$ 4,675.00	\$ 2,734.00	\$ 43,484.00	\$ 13,680.00	\$ 12,924.00	\$ 5,503.33	\$ 6,570.00	\$ 22,410.00
Pump Station	\$ 1,336.00	\$ 2,708.00	\$ 425.00	\$ 135.00	\$ 4,422.00	\$ 900.00	\$ 525.00	\$ 471.11	\$ 870.00	\$ 1,870.00
Central Fire Station	\$ 5,164.00	\$ 6,400.00	\$ 1,875.00	\$ 408.00	\$ 5,373.00	\$ 3,770.00	\$ 6,804.00	\$ 1,107.78	\$ 2,560.00	\$ 9,720.00
Fire Station #2	\$ 1,720.00	\$ 5,400.00	\$ 575.00	\$ 275.00	\$ 1,380.00	\$ 1,800.00	\$ 1,512.00	\$ 1,107.78	\$ 1,890.00	\$ 6,480.00
Fire Station #3	\$ 1,720.00	\$ 5,400.00	\$ 895.00	\$ 150.00	\$ 1,380.00	\$ 1,800.00	\$ 1,512.00	\$ 1,107.78	\$ 1,890.00	\$ 6,480.00
Fire Station #4	\$ 2,356.00	\$ 8,120.00	\$ 1,250.00	\$ 400.00	\$ 4,158.00	\$ 2,700.00	\$ 2,268.00	\$ 1,838.89	\$ 2,070.00	\$ 9,720.00
Fire Station #5	\$ 4,636.00	\$ 10,800.00	\$ 1,975.00	\$ 385.00	\$ 9,538.00	\$ 3,600.00	\$ 3,024.00	\$ 1,838.89	\$ 2,090.00	\$ 20,810.00
Heritage Center	\$ 3,220.00	\$ 5,415.00	\$ 825.00	\$ 525.00	\$ 6,017.00	\$ 1,800.00	\$ 1,512.00	\$ 1,473.33	\$ 1,530.00	\$ 6,480.00
Joe Farmer Rec Ctr	\$ 6,832.00	\$ 20,300.00	\$ 2,200.00	\$ 1,150.00	\$ 17,884.00	\$ 13,800.00	\$ 7,560.00	\$ 5,127.78	\$ 4,230.00	\$ 13,500.00
Lakeside Pavilion	\$ 1,228.00	\$ 1,350.00	\$ 425.00	\$ 135.00	\$ 1,504.00	\$ 450.00	\$ 378.00	\$ 476.67	\$ 450.00	\$ 1,620.00
Amenities Center	\$ 1,168.00	\$ 13,400.00	\$ 650.00	\$ 270.00	\$ 3,008.00	\$ 900.00	\$ 756.00	\$ 792.22	\$ 600.00	\$ 1,890.00
Recreation Hall	\$ 4,240.00	\$ 8,125.00	\$ 1,215.00	\$ 722.00	\$ 9,025.00	\$ 2,700.00	\$ 2,268.00	\$ 2,868.89	\$ 2,690.00	\$ 4,860.00
Arts -To - Go	\$ 964.00	\$ 2,700.00	\$ 525.00	\$ 135.00	\$ 3,008.00	\$ 1,400.00	\$ 504.00	\$ 576.67	\$ 575.00	\$ 1,620.00
Youth Center	\$ 4,396.00	\$ 10,830.00	\$ 1,715.00	\$ 520.00	\$ 11,830.00	\$ 5,360.00	\$ 3,024.00	\$ 2,868.89	\$ 2,790.00	\$ 6,480.00
Senior Center	\$ 6,580.00	\$ 5,300.00	\$ 1,345.00	\$ 1,180.00	\$ 8,060.00	\$ 4,440.00	\$ 6,120.00	\$ 4,082.22	\$ 3,190.00	\$ 8,640.00
Courses at Watters Creek -Club House	\$ 11,284.00	\$ 13,540.00	\$ 2,825.00	\$ 949.00		\$ 9,400.00			\$ 2,790.00	
Courses at Watters Creek-Maint. Bldg	\$ 640.00				\$ 12,120.00		\$ 3,780.00	\$ 1,806.67		\$ 8,100.00
		\$ 1,350.00	\$ 510.00	\$ 135.00	\$ 2,624.00		\$ 756.00	\$ 953.33	\$ 850.00	\$ 1,620.00
Don Rodenbaugh Natatorium	\$ 11,284.00	\$ 14,500.00	\$ 4,975.00	no bid	\$ 17,549.00	\$ 10,310.00	\$ 11,034.00	\$ 6,656.67	\$ 7,750.00	\$ 13,500.00
Total Annual Cost Added	\$ 131,097.00	\$ 215,831.00	\$ 45,895.00	\$ 22,603.00	\$ 320,399.00	\$ 135,560.00	\$ 123,034.00	\$ 86,934.45	\$ 77,385.00	\$ 263,250.00
<i>vendor typed price in bid</i>	\$ 131,753.00		\$ 45,985.00							
Total Annual Award										

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS SHEET. HOWEVER, THE LISTING OF A BIDDER ON THIS SHEET SH OULD 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 WI LL 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 U PON AWARD OF THE CONTRACT

Labor and Materials - Service & Repair	Denali Construction Services	3D Mechanical Service Co.	Assured Mechanical Solutions LLC	Mascot Mechanical	Infinity Contractors Intl Ltd	Rush Co Energy Specialists	CEC Facilities Group	EEC Enviro Service Co LLC	TB2 Services (Aire Dynamics)	Assured Comfort Services
Material (Cost plus %) \$0-100	2.00%	100%	20%	32%	30%	40%	20%	25%	40%	15%
Material (Cost plus %) \$101-500	1.75%	50%	20%	24%	30%	35%	20%	25%	35%	15%
Material (Cost plus %) \$501-1000	1.65%	30%	15%	20%	30%	30%	15%	25%	30%	15%
Material (Cost plus %) \$1001-2000	1.65%	30%	15%	15%	30%	25%	15%	25%	30%	15%
Material (Cost plus %) \$2001-3000	1.65%	30%	15%	10%	30%	20%	15%	25%	20%	15%
Rental Equipment (Cost plus %)	1.65%	30%	15%	15%	30%	15%	10%	25%	15%	10%
Labor (Straight Time)	\$ 95.00	\$ 75.00	\$ 75.00	\$ 62.50	\$ 65.00	\$ 105.00	\$ 68.00	\$ 82.00	\$ 85.00	\$75.00 tech only
Labor (Nights & Weekends)	\$ 142.50	\$ 112.50	\$ 100.00	\$ 89.00	\$ 97.50	\$ 157.50	\$ 102.00	\$ 123.00	\$ 127.50	112.50 tech only
Labor (Holidays)	\$ 190.00	\$ 150.00	\$ 115.00	\$ 89.00	\$ 130.00	\$ 157.50	\$ 136.00	\$ 123.00	\$ 127.50	112.50 tech only

*closed Christmas

	Denali Construction Services	3D Mechanical Service Co.	Assured Mechanical Solutions LLC	Mascot Mechanical	Infinity Contractors Intl Ltd	Rush Co Energy Specialists	CEC Facilities Group	EEC Enviro Service Co LLC	TB2 Services (Aire Dynamics)	Assured Comfort Services
ADDENDA ACK.	12/21/2016	12/27/2016	12/7/2016	12/13/2016	12/21/2016	12/21/2016	12/20/2016	12/13/2016	12/1/2016	12/20/2016
		12/27/2016	12/20/2016	12/13/2016	12/21/2016	12/21/2016	12/20/2016	12/19/2016	12/20/2016	12/20/2016
COI		x	x		x	x	x	x	x	x
Contractor has been in commercian HVAC business for a min of 5 years	yes	yes	yes	yes	yes	yes	yes	yes	yes, 16 years	yes
Contractor has a minimum workforce of 3 HVAC technicians with Universal refridgerant handline certification and a minimum of 5 years commercial HVAC experience	yes	yes	yes	yes	yes	yes	yes	yes	yes, 12-16 years	yes
Contractor has certifications and 5 years experience working on Liebert updraft split systems	yes	yes	yes	no	yes	no	yes	yes	yes, 16 years	yes
Contractor hs experien working with Honeywell energy management controls	yes	yes	yes	yes	yes	no, more than 5 years experience no certification	yes	mo	yes 10 years	yes
Contractor has all the required licenses and certificates and will maintain during the contract.	yes	yes	yes	yes	yes	no, experience but not certification	yes	yes	yes	yes
Contractor has certification and minimum of 2 years experience with Dectron units	yes	no	yes	no	no, have experience	yes	no	no	yes, 7 years	yes, 12 years
Experienced in maintaining HVAC equipment in natatorium Environment for a minimum of 5 years	yes, 10 years	yes, 25 years	yes	no	yes, 6 years	no	no	no	yes, 3 years Allen	yes
Normal service call will be responded to in 4 hours or less	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
Emergency service call will be responded to in 1 hour or less	yes	yes	yes	yes	yes	no, guarantees 3 hour response	yes	yes	yes (or ASAP depending on weather conditions or high volume traffic hours)	yes
										*will dedicate 1 tech and 1 helper to contract

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: January 24, 2017

SUBJECT: Authorize the City Manager to Execute a Facilities Relocation Agreement with DD Watters 6.06, LLC

STAFF RESOURCE: Chris Flanigan, Director of Engineering

ACTION PROPOSED: Authorize the City Manager to execute a Facilities Relocation Agreement with DD Watters 6.06, LLC

BACKGROUND

In order to responsibly develop and construct the "Vera at Watters" multi-family project, at the southwest area of McDermott Drive and Watters Road, an 18" sanitary sewer line must be relocated. This line was constructed in 1982, made of aged clay tile pipe, and is located too close to the proposed buildings for reasonable long-term maintenance. As an incentive to construct a new 18" sanitary sewer line to replace the old one, the property owner has requested a credit toward the future wastewater, water, and/or irrigation impact fees when the property is developed. Staff recommends approving the impact fee credit as the new sanitary sewer line will be located further away from the new building and will be constructed of materials of higher quality than the existing line that is over 30 years old.

BUDGETARY IMPACT

There are no budgetary impacts at this time. Wastewater, water, and/or irrigation impact fees (up to the cost of relocating the sewer line) will be waived when the property is developed.

STAFF RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute a Facilities Relocation Agreement with DD Watters 6.06, LLC.

MOTION

I make a motion to authorize the City Manager to execute a Facilities Relocation Agreement with DD Watters 6.06, LLC.

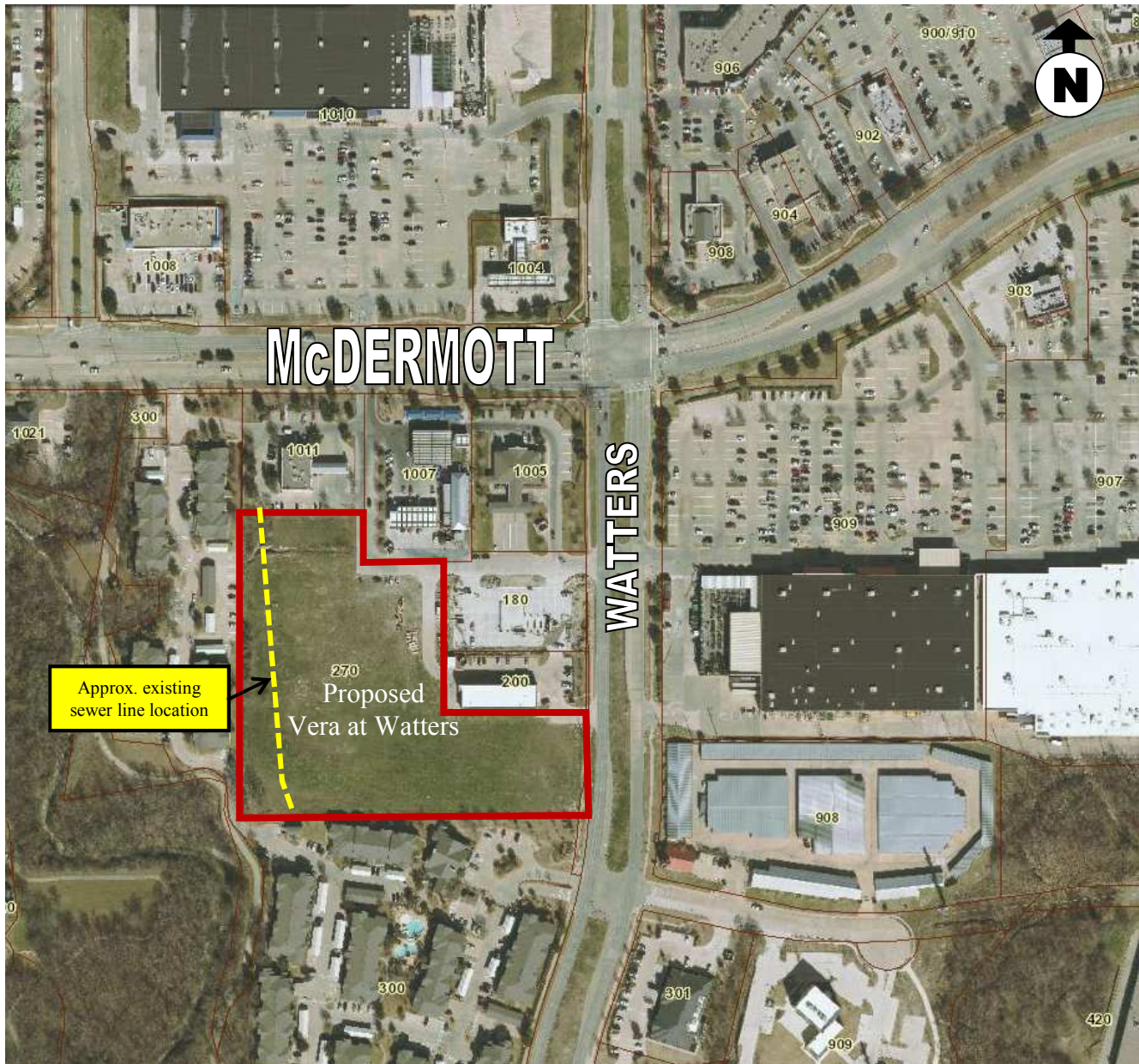
ATTACHMENTS:

Location Map

Facilities Relocation Agreement

LOCATION MAP

Facilities Relocation Agreement
DD Watters 6.06, LLC
(January 24, 2017)



STATE OF TEXAS

COUNTY OF COLLIN

§
§
§

**FACILITIES RELOCATION AGREEMENT
(WITH IMPACT FEE CREDIT)**

This **FACILITIES RELOCATION AGREEMENT** ("Agreement") is made as of the Effective Date by and between the **City of Allen** ("City"), a Texas home rule municipality, and **DD Watters 6.06, LLC** ("Owner"), a Georgia limited liability company, acting by and through their duly authorized representatives. City and Owner are collectively referred to herein as "Parties" and separately as "Party."

R E C I T A L S

WHEREAS, Owner owns real property located in the City of Allen, Texas, described as follows:

Lot 1-R, Block A of Allen Watters-NTB Addition, an Addition to the City of Allen, Collin County, Texas, according to the plat thereof recorded in Volume 2016, Page 725, Map Records, Collin County, Texas

(the "Property"); and

WHEREAS, Owner intends to develop the Property, which is presently undeveloped; and

WHEREAS, in order to facilitate Owner's plans for development of the Property, Owner desires to relocate and or have abandoned in place a City-owned eighteen-inch (18.0") diameter sanitary sewer line ("the Old Line") located along the western portion of the Property as approximately shown on Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, City is agreeable to vacating the Old Line provided Owner constructs, at Owner's cost, and conveys to City a new eighteen-inch (18.0") diameter sanitary sewer line ("the New Line") along the western portion of the Property as approximately shown on Exhibit "A"; and

WHEREAS, the New Line is longer than the Old Line and is constructed of materials of higher quality than the Old Line such that replacement of the Old Line with the New Line is in the public interest; and

WHEREAS, Owner has advised City that as an incentive to construct the New Line, which will be of a higher quality than the Old Line and will be at a location that enhances the development of the Property, Owner has requested that Owner receive certain credits with respect to impact fees that would otherwise be due and payable to City in association with development of the Property; and

WHEREAS, the Parties desire to enter this Agreement for the purpose of setting forth the terms and conditions relating to the abandonment of the Old Line, construction of the New Line, and providing the requested impact fee credits.

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

1. Term. The term of this Agreement shall begin on the last date this Agreement has been signed by authorized representatives of all of the Parties (the “Effective Date”) and terminate on the earlier of (i) the date all Parties have fully satisfied their respective obligations under this Agreement and (ii) the last day of the calendar month in which falls the fifteenth (15th) anniversary of the Effective Date (whichever applies being “the Termination Date”).

2. Replacement of Old Line with New Line. City agrees to abandon use of the Old Line and authorize Owner to remove or abandon the Old Line and all related pipe, manholes, cleanouts, and other related facilities subject to the following:

- (a) Prior to any work commencing on the Property that will result in the Old Line being removed, plugged, or otherwise modified in a manner that prohibits or restricts the Old Line from receiving wastewater in the normal course of operation of City’s sanitary sewer system:
 - (1) Owner shall construct, or cause the construction of, the New Line; and
 - (2) Construction of the New Line must be completed, approved and accepted by City’s Director of Engineering or his designee on behalf of the City; and
- (b) The New Line shall be constructed at Owner’s cost in accordance with plans and specifications approved by City’s Director of Engineering or his designee.

3. Impact Fee Credit. Upon (i) the completion of construction and acceptance by City of the New Line and (ii) delivery to City of such records and other information reasonably requested by City’s Director of Engineering establishing New Line Cost, City agrees to provide a credit against future wastewater, water, and/or irrigation impact fees (collectively “the Impact Fees”), if any, to be assessed by City against the Property relating to development of the Property pursuant to applicable provisions of the Allen Land Development Code, as amended, (“the Credit”) subject to the following:

- (a) The amount of the Credit shall not exceed the lesser of (i) the New Line Cost and (ii) the Impact Fees assessed against the Property, but not greater than the Maximum Impact Fee Amount;
- (b) For purposes of this Section 3, the “Maximum Impact Fee Amount” is **Sixty-Four Thousand and No/100 Dollars (\$64,000.00)** calculated as follows:

- (1) Water Impact Fees to be paid on two (2) three-inch (3.0") water meters at a rate of \$19,200 per meter (\$38,400 total); plus
 - (2) Wastewater Impact Fees to be paid on two (2) three-inch (3.0") water meters at a rate of \$8,000 per meter (\$16,000 total); plus
 - (3) Irrigation Impact Fees to be paid on one (1) two-inch (2.0") irrigation meter at a rate of \$9,600;
- (c) For purposes of this Section 3, "New Line Cost" means the actual amount paid to the contractor or contractors solely for construction of the New Line and shall not include (i) costs relating to design of the New Line, (ii) costs relating to the acquisition of the Property or any portion of the Property, including, but not limited to, the portion of the Property where the New Line will be constructed, or (iii) development fees, construction management fees, or other fees relating to management and oversight of construction of the New Line and/or development of the Property;
 - (d) If the amount of the Impact Fees assessed against the Property are less than the Maximum Impact Fee Amount as the result of Owner installing fewer and/or smaller water and/or irrigation meters than the number and sizes identified in Section 3(b), above, City shall not be required to pay any remaining or unused portion of the Credit in cash or cash equivalent to Owner or any other party, or to apply any remaining or unused portion of the Credit against any other fees assessed or to be assessed by City against the Property or any other property;
 - (e) If (i) the amount of the Impact Fees assessed against the Property is greater than the Maximum Impact Fee Amount as the result of Owner installing more and/or larger water and/or irrigation meters than the number and sizes identified in Section 3(b), above, and (ii) the New Line Cost is greater than the Maximum Impact Fee Amount, City shall not be required to provide any additional credit against additional Impact Fees that remain due and payable to City;
 - (f) City's obligation to grant the Credit expires, and shall be of no further force and effect, on the Termination Date; and
 - (g) Owner acknowledges and agrees that the availability of, and ability to receive, the Credit constitutes adequate consideration granted by City to Owner for the construction of the New Line, even if the Property is not developed and no Impact Fees are assessed against the Property prior to the Termination Date.

4. *Payment of Other Fees.*

- (a) As further consideration, Owner shall not be required to pay engineering inspection fees in an amount equal to 3.2% if the construction cost of the New

Line that would otherwise be required to be paid in association with the construction of the New Line.

- (b) Except as provided in Section 4(a), above, this Agreement does not waive any requirement to pay to City any fees or assessments required to be paid in relation to the development of the Property, including the payment of Impact Fees, it being the intent to only grant the Credit, being a credit against the Impact Fees that may be due. This Agreement furthermore does not include or provide for the waiver of or credits for any roadway impact fee that may be due and payable to City in association development of the Property.

5. Notice. Any notice required or permitted to be delivered here under shall be deemed received when sent by United States Mail, postage prepared, certified mail addressed to the Party at the address set forth below or to such Party and address designated in writing by a Party, or by courier otherwise by hand delivery.

If intended for Owner, to:

DD Watters 6.06, LLC
Attn: Lance A. Chernow
403 Corporate Center Drive, Suite 201
Stockbridge, Georgia 30281

If intended for City:

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

With Copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 North Akard, Suite 1800
Dallas, Texas 75201

6. Successors 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 assigns. This Agreement may not be assigned without the express written consent of City.

7. 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.

8. Governing Law. The validity of this Agreement shall be governed by the laws of the State of Texas; and exclusive venue for any action concerning this Agreement shall be in State District Court of Collin County, Texas. The Parties agree to submit to the subject matter and personal jurisdiction of said court.

9. ***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.

10. ***Recordation of Agreement.*** An original or certified copy of this Agreement shall be recorded in the Real Property Records of Collin County, Texas.

11. ***Covenants and Credit Run with Property.*** The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on Owner and each and every subsequent owner, tenant, subtenant, licensee, manager and occupant of all or any portion of the Property but only during the term of such party's ownership, tenancy, subtenancy, license, management or occupancy thereof (except with respect to defaults that occur during the term of such person's ownership, tenancy, subtenancy, license, management or occupancy) and shall be binding on all successors, heirs, and assigns of Owner which acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Property.

12. ***Recitals.*** The recitals to this Agreement are incorporated herein as part of this Agreement.

13. ***Exhibits.*** All exhibits to this Agreement are incorporated herein as a part of this Agreement.

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

15. ***Survival of Covenants.*** Any representatives, covenants and obligations of the parties, as well as the rights and benefits of the parties pertaining to a period of time following the termination or expiration of this Agreement shall survive termination.

(signatures on following pages)

City's Signature Page

SIGNED AND AGREED this ____ day of _____, 2017.

CITY OF ALLEN, TEXAS

By: _____
Peter H. Vargas, City Manager

ATTEST:

By: _____
Shelley B. George, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2017 by Peter H. Vargas, City Manager of the City of Allen, a Texas, home rule municipality on behalf of said municipality.

Notary Public, State of Texas

My Commission Expires: _____

Owner's Signature Page

SIGNED AND AGREED this ____ day of _____, 2017.

DD Watters 6.06, LLC, a Georgia limited liability company

By: DD Watters 6.06 Manager, LLC, a Delaware limited liability company, its Manager

By: Beaver Creek Trust, its Sole Member

By: Briarcliff Management, LLC, a Nevada limited liability company, Trustee

**By: _____
Fred S. Hazel
Authorized Member**

**STATE OF GEORGIA §
 §
COUNTY OF HENRY §**

Before me, at Notary Public in and for the State of Georgia, on this day personally appeared Fred S. Hazel, in his capacity as Authorized Member of Briarcliff Management, LLC, a Nevada limited liability company, Trustee of Beaver Creek Trust, the sole member of DD Watters 6.06 Manager, LLC, a Delaware limited liability company, the sole manager of DD Watters 6.06, LLC, a Georgia limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed said instrument as his act and deed and as the act and deed of DD Watters 6.06 Manager, LLC, the manager of DD Watters 6.06, LLC, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this ____ day of _____, 2017.

NOTARY PUBLIC in and for the State of Georgia
Name (print): _____
My Commission Expires: _____

[illegible]

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:	January 24, 2017
SUBJECT:	Motion to Cancel the March 28, 2017, City Council Regular Meeting.
STAFF RESOURCE:	Shelley B. George, City Secretary
ACTION PROPOSED:	Cancel the March 28, 2017, City Council Regular Meeting.

MOTION

I make a motion to cancel the March 28, 2017, City Council Regular Meeting.

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: January 24, 2017

SUBJECT: Set August 18-20, 2017, as the Dates for the City Council Budget Workshop with City Council and Executive Staff.

STAFF RESOURCE: Peter H. Vargas, City Manager
Shelley B. George, City Secretary

ACTION PROPOSED: Set August 18-20, 2017, as the Dates for the City Council Budget Workshop with City Council and Executive Staff.

BACKGROUND

Through the annual Budget Workshop, City Council reviews the proposed budget for the upcoming Fiscal Year. This process allows staff to present projects for funding that support the City of Allen's Strategic Plan. The Workshop is held at Tanglewood Hotel and Conference Center in Pottsboro, Texas.

STAFF RECOMMENDATION

Staff recommends setting August 18-20, 2017, as the dates for the City Council Budget Workshop with City Council and Executive Staff.

MOTION

I make a motion to set August 18-20, 2017, as the dates for the City of Allen Budget Workshop with the City Council and Executive Staff.

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: January 24, 2017

SUBJECT: Receive the Unaudited Financial Report for the Period Ending September 30, 2016.

STAFF RESOURCE: Eric Cannon, Chief Financial Officer
Chris Landrum, Budget Manager
Casey Bennett, Financial Analyst

ACTION PROPOSED: Receive the Unaudited Financial Report for the Period Ending September 30, 2016.

BACKGROUND

Financial reports are prepared each quarter for the General Fund, Water and Sewer Fund and other funds for which annual budgets are prepared. Attached are copies of the unaudited reports for the period ending September 30, 2016. Total revenues were \$230,501,048 or 102.3% and total expenditures were \$223,909,014 or 96.3%. This report includes the fourth quarter of FY2016; however, it does not represent final audited amounts. Prior year FY2015 actual amounts have been provided for comparison purposes.

The FY2016 audit is still in process and the audited financial report will be presented to the Audit/Finance Committee and to the City Council in late February or early March after completion.

ATTACHMENTS:

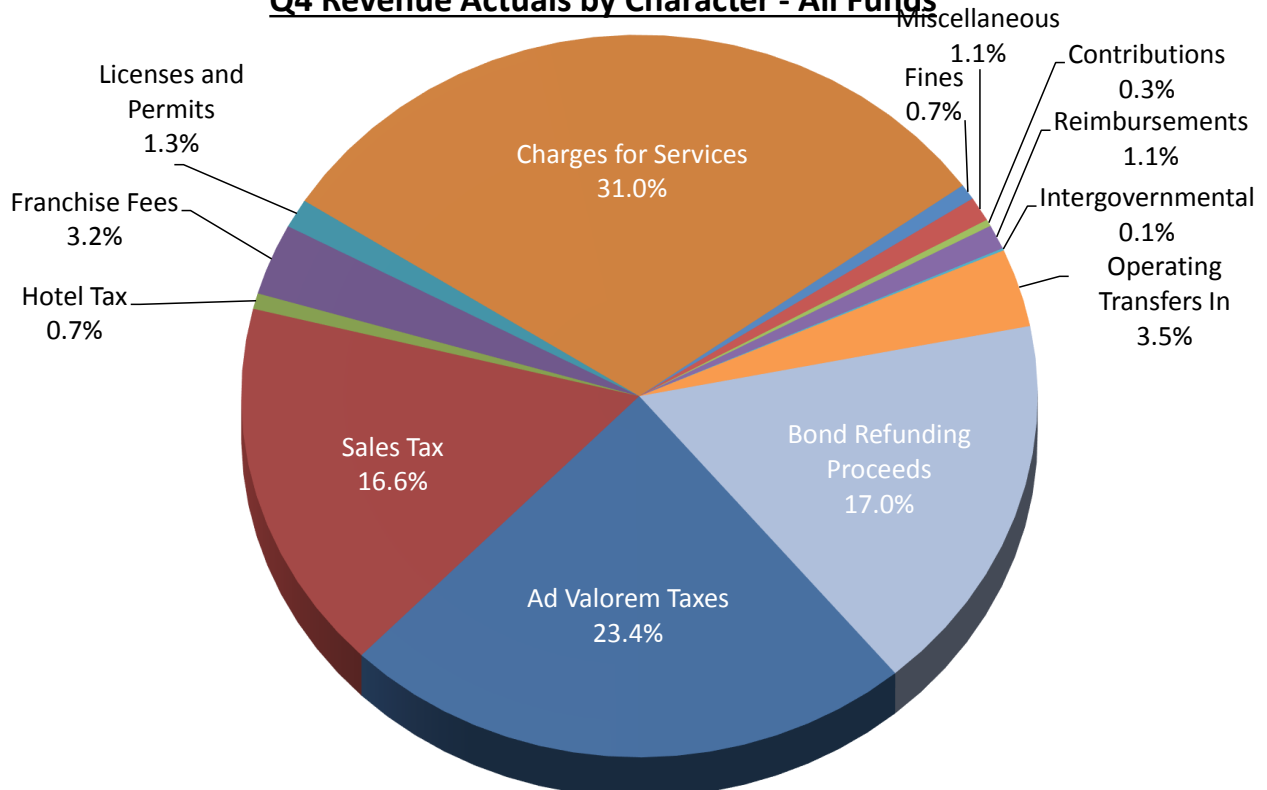
Financial Report Ending September 30, 2016
Memo for Financial Report Ending September 30, 2016

CITY OF ALLEN
FINANCIAL REPORT
For the Period Ending
September 30, 2016
(Unaudited)

CITY OF ALLEN
FY 2016 Quarterly Statement of Revenues & Expenditures Compared to Budget
FOR FISCAL YEAR 2016
4TH QUARTER FINANCIAL REPORT

				Enterprise Funds			
	General Fund	Debt Service	TIF Fund	Water & Sewer	Solid Waste	Drainage Utility	Golf Course
REVENUES							
Ad Valorem Taxes	40,938,997	12,463,038	702,096	-	-	-	-
Sales Tax	18,821,587	-	453,396	-	-	-	-
Hotel Tax	-	-	-	-	-	-	-
Franchise Fees	7,295,931	-	-	-	-	-	-
Licenses and Permits	2,891,704	-	-	-	-	-	-
Charges for Services	12,368,921	-	-	35,866,739	6,617,181	1,498,799	2,574,744
Fines	1,579,629	-	-	-	-	-	-
Miscellaneous	943,204	68,267	12,686	102,658	88,782	5,284	109,990
Contributions	621,532	-	-	-	-	-	-
Reimbursements	1,778,907	-	-	348,738	-	20,606	21,072
Intergovernmental	128,237	-	125,319	-	-	-	-
Operating Transfers In	4,556,699	250,000	-	786,365	-	-	300,000
Bond Refunding Proceeds	-	7,905,753	-	-	-	-	-
TOTAL REVENUES	91,925,347	20,687,058	1,293,497	37,104,499	6,705,963	1,524,689	3,005,806
EXPENDITURES							
Salaries	39,056,559	-	-	3,101,257	389,460	357,675	1,012,629
Benefits	15,116,689	-	-	1,494,586	143,441	194,624	448,950
Operating Costs	16,412,077	-	783,313	22,694,409	2,330,686	90,027	444,271
Supplies	2,099,295	-	-	258,922	39,732	64,448	168,414
Maintenance	2,141,913	-	-	392,651	3,243	151,129	119,793
Professional Services	9,093,028	-	30,000	699,986	2,912,807	230,964	698,846
Debt Service	-	20,725,870	-	1,187,881	-	-	-
Capital	168,720	-	-	635,425	140,440	146,135	-
Other Financing Uses	6,120,577	-	-	5,914,867	968,217	354,150	13,717
Depreciation	-	-	-	-	-	-	138,851
TOTAL EXPENDITURES	90,208,859	20,725,870	813,313	36,379,984	6,928,026	1,589,151	3,045,472

Q4 Revenue Actuals by Character - All Funds

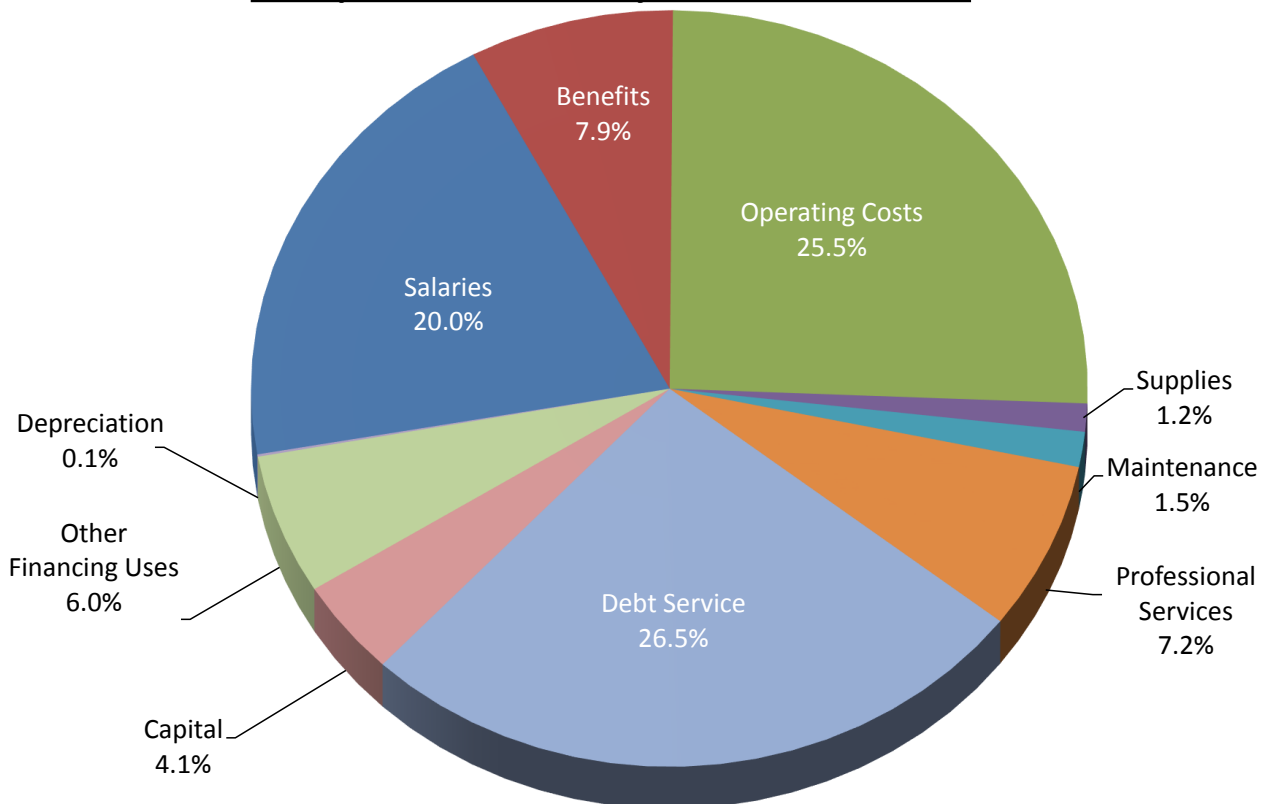


CITY OF ALLEN
FY 2016 Quarterly Statement of Revenues & Expenditures Compared to Budget
FOR FISCAL YEAR 2016
4TH QUARTER FINANCIAL REPORT

Special Revenue			Internal Service Funds			Component Units		YTD	Revised	Percent of
Asset Forfeiture	Hotel Occup. Tax	Grant Fund	Replacement Fund	Facility Maintenance	Risk Management	Economic Development	Community Development	FY2016 Actual	FY2016 Budget	
-	-	-	-	-	-	-	-	54,104,131	54,380,863	99.5%
-	-	-	-	-	-	9,438,024	9,438,024	38,151,031	37,588,691	101.5%
-	1,607,263	-	-	-	-	-	-	1,607,263	1,595,815	100.7%
-	-	-	-	-	-	-	-	7,295,931	7,280,945	100.2%
-	-	-	-	-	-	-	-	2,891,704	2,589,100	111.7%
-	-	-	2,113,832	-	10,625,585	-	-	71,665,802	74,801,603	95.8%
-	-	-	-	-	-	-	-	1,579,629	1,686,182	93.7%
135,423	27,786	595,201	222,357	2,382	37,500	164,969	79,512	2,596,001	3,293,400	78.8%
-	-	-	-	-	-	-	-	621,532	600,838	103.4%
-	-	15,494	50,387	-	147,040	23	193,161	2,575,428	2,048,293	125.7%
-	-	-	-	-	-	-	-	253,556	237,145	106.9%
-	-	87,744	-	1,592,105	445,375	-	-	8,018,288	8,018,288	100.0%
-	-	-	-	-	-	-	31,235,000	39,140,753	31,235,000	125.3%
135,423	1,635,049	698,439	2,386,576	1,594,487	11,255,500	9,603,016	40,945,697	230,501,048	225,356,163	102.3%

-	187,949	106,734	-	-	229,666	445,139	-	44,887,068	46,754,794	96.0%
-	73,650	47,085	-	-	84,746	169,339	-	17,773,110	18,025,748	98.6%
-	562,573	59,601	-	-	11,255,100	2,081,944	290,153	57,004,154	63,560,461	89.7%
74,778	6,944	-	21,530	-	1,854	15,950	-	2,751,866	2,997,724	91.8%
-	-	-	-	435,392	415	-	193,849	3,438,384	4,033,812	85.2%
33,697	63,176	665,866	264,425	450,674	117,379	229,111	655,749	16,145,708	16,582,070	97.4%
-	-	-	-	-	-	2,276,728	35,065,527	59,256,006	59,261,926	100.0%
5,775	26,221	-	2,509,572	-	-	30,000	5,480,052	9,142,339	11,594,609	78.8%
-	-	-	-	-	-	-	-	13,371,529	9,554,778	139.9%
-	-	-	-	-	-	-	-	138,851	126,187	110.0%
114,250	920,513	879,286	2,795,527	886,065	11,689,159	5,248,209	41,685,330	223,909,014	232,492,109	96.3%

Q4 Expenditure Actuals by Character - All Funds



CITY OF ALLEN
General Fund
FY 2016 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2016 Budget	Revised FY2016 Budget	4th Quarter FY2016 Actual	YTD Actual as of 9/30/16	Percent of Revised Budget	4th Quarter FY2015 YTD Actual	Percent of Budget
Revenue Source							
Property Taxes	\$ 41,239,370	\$ 41,136,040	\$ (391,341)	\$ 40,938,997	99.5%	\$ 36,623,546	100.6%
Sales Tax	18,552,221	18,549,549	8,213,047	18,821,587	101.5%	17,704,665	98.6%
Franchise Fees	7,439,910	7,280,945	3,712,681	7,295,931	100.2%	7,412,447	102.5%
Licenses & Permits	1,952,700	2,589,100	917,448	2,891,704	111.7%	2,993,829	121.5%
Charges for Services	11,275,767	12,308,268	2,933,135	12,368,921	100.5%	11,454,623	104.0%
Fines	1,868,382	1,686,182	492,677	1,579,629	93.7%	1,805,230	98.7%
Miscellaneous	729,060	701,937	455,396	943,204	134.4%	701,187	107.4%
Contributions	600,306	600,838	4,629	621,532	103.4%	636,139	103.9%
Reimbursements	1,257,087	1,405,132	298,968	1,778,907	126.6%	1,196,959	104.8%
Intergovernmental	11,826	111,826	60,595	128,237	114.7%	11,826	100.0%
Transfers In	4,556,699	4,556,699	1,072,889	4,556,699	100.0%	5,353,099	100.0%
TOTAL Revenue	\$ 89,483,328	\$ 90,926,516	\$ 17,770,124	\$ 91,925,347	101.1%	\$ 85,893,550	101.5%

EXPENDITURES	Original FY2016 Budget	Revised FY2016 Budget	4th Quarter FY2016 Actual	YTD Actual as of 9/30/16	Percent of Revised Budget	4th Quarter FY2015 YTD Actual	Percent of Budget
Function - Department							
<i>General Government</i>							
City Administration	\$ 842,427	\$ 842,427	\$ 255,970	\$ 834,355	99.0%	\$ 806,049	98.8%
City Secretary	436,038	477,304	145,065	464,500	97.3%	390,782	94.1%
Public & Media Relations	789,248	757,217	257,779	712,781	94.1%	851,402	97.6%
Information Technology	3,817,064	3,841,250	1,161,120	3,801,010	99.0%	3,598,084	93.8%
Human Resources	817,354	817,354	248,887	715,559	87.5%	632,596	89.3%
Internal Services	13,143,501	15,136,130	8,520,601	17,924,211	118.4%	16,872,047	114.4%
Finance	2,070,305	2,141,929	591,169	2,012,110	93.9%	1,992,393	103.3%
Municipal Court	810,954	810,954	204,512	605,059	74.6%	736,270	90.8%
Building Maintenance	1,081,507	1,082,467	320,069	1,085,434	100.3%	1,002,480	99.6%
Service Center	803,580	651,417	167,897	503,165	77.2%	560,347	82.2%
<i>Public Safety</i>							
Fire	\$ 14,107,430	\$ 14,107,430	\$ 4,197,222	\$ 13,915,655	98.6%	\$ 13,193,857	99.1%
Police	18,482,418	18,605,753	5,764,213	18,744,398	100.7%	17,260,845	98.9%
<i>Public Works</i>							
Community Services Admin	\$ 452,995	\$ 451,445	\$ 133,716	\$ 442,362	98.0%	\$ 426,092	98.6%
Streets	1,110,776	1,112,276	359,202	994,634	89.4%	1,021,231	92.5%
Engineering	2,611,348	2,011,348	767,831	1,940,876	96.5%	1,981,044	80.5%
<i>Culture & Recreation</i>							
Library	\$ 2,809,394	\$ 2,808,274	\$ 839,194	\$ 2,690,032	95.8%	\$ 2,536,725	97.3%
Parks & Recreation	12,095,222	12,229,712	3,587,635	10,532,983	86.1%	10,166,495	93.1%
Event Center	8,463,583	9,334,368	3,242,722	9,927,678	106.4%	8,431,255	100.2%
<i>Community Development</i>							
Community Development	\$ 2,565,586	\$ 2,570,086	\$ 685,638	\$ 2,362,055	91.9%	\$ 2,199,240	96.4%
TOTAL Expenditures	\$ 87,310,730	\$ 89,789,141	\$ 31,450,443	\$ 90,208,859	100.5%	\$ 84,659,234	99.8%

Revenues Over (Under) Expenditures \$ 1,716,488 \$ 1,234,316

CITY OF ALLEN
Debt Service Fund
FY 2016 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2016 Budget	Revised FY2016 Budget	4th Quarter FY2016 Actual	YTD Actual as of 9/30/16	Percent of Revised Budget	4th Quarter FY2015 YTD Actual	Percent of Budget
Property Taxes	\$ 12,567,803	\$ 12,542,540	\$ (119,283)	\$ 12,463,038	99.4%	\$ 13,010,674	100.6%
Bond Refunding Proceeds	-	7,905,753	7,905,753	7,905,753	100.0%	28,054,156	100.0%
Interest Earnings	36,500	43,800	23,911	68,267	155.9%	39,578	108.4%
Other Financing Sources	250,000	250,000	-	250,000	100.0%	643,257	100.0%
TOTAL Revenues	\$ 12,854,303	\$ 20,742,093	\$ 7,810,381	\$ 20,687,058	99.7%	\$ 41,747,665	100.2%

EXPENDITURES	Original FY2016 Budget	Revised FY2016 Budget	4th Quarter FY2016 Actual	YTD Actual as of 9/30/16	Percent of Revised Budget	4th Quarter FY2015 YTD Actual	Percent of Budget
Principal	\$ 9,135,000	\$ 9,135,000	\$ 9,135,000	\$ 9,135,000	100.0%	\$ 9,315,000	100.0%
Payment to Escrow Agent	-	7,929,208	7,916,382	7,916,382	99.8%	28,097,931	100.0%
Interest & Fees	3,666,457	3,666,462	1,833,228	3,666,438	100.0%	3,652,589	100.0%
Misc Debt Service Expenses	9,750	9,750	4,550	8,050	82.6%	278,937	98.9%
TOTAL Expenditures	\$ 12,811,207	\$ 20,740,420	\$ 18,889,160	\$ 20,725,870	99.9%	\$ 41,344,456	100.0%

Revenues Over (Under) Expenditures \$ (38,812) \$ 403,208

CITY OF ALLEN
Tax Increment Financing (TIF) Fund
FY 2016 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2016 Budget	Revised FY2016 Budget	4th Quarter FY2016 Actual	YTD Actual as of 9/30/16	Percent of Revised Budget	4th Quarter FY2015 YTD Actual	Percent of Budget
<i>Org - Object</i>							
<i>TIF#1 - Montgomery Farms</i>							
Property Taxes	\$ 290,091	\$ 295,196	\$ 295,195	\$ 295,195	101.8%	\$ 289,246	100.0%
Sales Tax	400,171	381,627	174,272	398,705	104.5%	379,381	95.3%
Intergovernmental	126,243	125,319	-	125,319	100.0%	125,876	100.0%
<i>TIF#2 - Central Business District</i>							
Property Taxes	\$ 273,219	\$ 407,087	\$ 406,901	\$ 406,901	100.0%	\$ 254,374	100.0%
Sales Tax	62,486	44,669	54,691	54,691	122.4%	57,637	95.0%
<i>Non-Operating Revenues</i>							
Interest on Investments	\$ 8,200	\$ 9,840	\$ 5,170	\$ 12,686	128.9%	\$ 9,081	110.7%
TOTAL Revenues	\$ 1,160,410	\$ 1,263,738	\$ 936,229	\$ 1,293,497	102.4%	\$ 1,115,595	98.2%

EXPENDITURES	Original FY2016 Budget	Revised FY2016 Budget	4th Quarter FY2016 Actual	YTD Actual as of 9/30/16	Percent of Revised Budget	4th Quarter FY2015 YTD Actual	Percent of Budget
<i>Org - Object</i>							
<i>TIF#1 - Montgomery Farms</i>							
Economic Grant Expenses	\$ 800,250	\$ 783,314	\$ -	\$ 783,313	100.0%	\$ 774,844	98.4%
Professional Services	17,000	17,000	-	15,000	88.2%	16,913	99.5%
<i>TIF#2 - Central Business District</i>							
Professional Services	\$ 17,000	\$ 17,000	\$ -	\$ 15,000	88.2%	\$ 15,000	88.2%
TOTAL Expenditures	\$ 834,250	\$ 817,314	\$ -	\$ 813,313	99.5%	\$ 806,757	98.2%

Revenues Over (Under) Expenditures \$ 480,183 \$ 308,838

CITY OF ALLEN
Water & Sewer Fund
FY 2016 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

	Original FY2016 Budget	Revised FY2016 Budget	4th Quarter FY2016 Actual	YTD Actual as of 9/30/16	Percent of Revised Budget	4th Quarter FY2015 YTD Actual	Percent of Budget
<i>Operating Revenues</i>							
Water Sales	\$ 21,000,000	\$ 23,000,000	\$ 9,787,159	\$ 20,832,880	90.6%	\$ 19,771,508	106.9%
Sewer Charges	14,244,453	14,244,453	5,179,207	14,233,692	99.9%	13,591,909	100.5%
Connections	130,000	150,000	80,370	208,154	138.8%	180,976	150.8%
Service Charges	477,500	537,500	162,078	592,013	110.1%	546,627	100.9%
Subtotal	\$ 35,851,953	\$ 37,931,953	\$ 15,208,815	\$ 35,866,739	94.6%	\$ 34,091,020	104.3%
<i>Operating Expenditures</i>							
<i>W&S Debt Service</i>							
Debt Service	\$ 1,166,747	\$ 1,166,745	\$ 987,005	\$ 1,187,881	101.8%	\$ 1,526,235	101.4%
<i>W&S Operations</i>							
Personnel	4,351,057	4,351,057	1,274,386	4,185,126	96.2%	4,118,016	100.8%
Operating Costs	1,483,916	1,471,236	411,557	1,221,677	83.0%	1,259,091	94.1%
NTMWD - Water/Pre-Treatment	21,255,049	22,236,751	5,147,109	21,395,962	96.2%	19,232,849	100.7%
Supplies	86,468	124,468	99,012	252,188	202.6%	87,403	54.0%
Maintenance	382,605	403,203	119,670	392,071	97.2%	456,643	107.4%
Professional Services	184,058	184,058	93,497	170,434	92.6%	205,837	67.5%
<i>Utility Billing/Collections</i>							
Personnel	426,890	426,890	125,735	410,717	96.2%	362,371	93.7%
Operating Costs	220,052	122,992	6,050	76,769	62.4%	175,753	80.2%
Supplies	9,131	9,131	2,291	6,734	73.8%	6,976	100.6%
Maintenance	800	800	580	580	72.5%	-	
Professional Services	359,686	554,466	198,812	529,552	95.5%	343,138	98.1%
Subtotal	\$ 29,926,459	\$ 31,051,797	\$ 8,465,703	\$ 29,829,692	96.1%	\$ 27,774,312	99.6%
Operating Income/(Loss) [excluding depreciation]				\$ 6,037,048		\$ 6,316,708	
<i>Non-Operating Revenues</i>							
Interest	\$ 47,400	\$ 56,880	\$ 32,489	\$ 78,357	137.8%	\$ 46,832	98.8%
Miscellaneous	262,000	298,000	273,293	373,038	125.2%	971,619	316.7%
Operating Transfer In	786,365	786,365	9,095	786,365	100.0%	788,249	100.0%
Subtotal	\$ 1,095,765	\$ 1,141,245	\$ 314,877	\$ 1,237,760	108.5%	\$ 1,806,700	158.1%
<i>Non-Operating Expenditures</i>							
Capital	\$ 857,500	\$ 787,500	\$ 122,206	\$ 635,425	80.7%	\$ 472,845	81.0%
Other Financing Uses	5,885,953	5,885,953	1,039,156	5,914,867	100.5%	5,118,578	100.0%
Subtotal	\$ 6,743,453	\$ 6,673,453	\$ 1,161,362	\$ 6,550,293	98.2%	\$ 5,591,423	98.1%
TOTAL Net Income/(Loss)				\$ 724,515		\$ 2,531,985	

CITY OF ALLEN
Solid Waste Fund
FY 2016 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

	Original FY2016 Budget	Revised FY2016 Budget	4th Quarter FY2016 Actual	YTD Actual as of 9/30/16	Percent of Revised Budget	4th Quarter FY2015 YTD Actual	Percent of Budget
<i>Operating Revenues</i>							
Garbage Fees	\$ 5,159,440	\$ 5,094,384	\$ 1,190,226	\$ 5,122,525	100.6%	\$ 5,085,123	99.7%
Commercial Garbage	1,100,000	1,100,000	511,842	1,156,542	105.1%	1,075,411	102.5%
Household Haz Waste	190,000	185,000	39,643	185,996	100.5%	186,139	100.6%
Recycling Revenues	69,500	71,500	32,328	74,138	103.7%	71,591	104.5%
Composting Revenue	58,000	58,000	34,283	77,980	134.4%	56,122	98.5%
Subtotal	\$ 6,576,940	\$ 6,508,884	\$ 1,808,323	\$ 6,617,181	101.7%	\$ 6,474,386	100.2%
<i>Operating Expenditures</i>							
Salaries	\$ 415,462	\$ 415,462	\$ 121,670	\$ 389,460	93.7%	\$ 340,366	97.1%
Benefits	143,856	143,856	39,905	143,441	99.7%	126,100	96.2%
Operating Costs	71,758	72,539	17,529	58,501	80.6%	58,608	78.8%
<i>Solid Waste Services*</i>	2,284,671	2,405,539	438,930	2,272,185	94.5%	2,153,653	100.9%
Supplies	37,855	44,655	13,879	39,732	89.0%	33,863	548.4%
Maintenance	2,750	2,750	1,112	3,243	117.9%	4,842	166.7%
Professional Services	3,065,193	3,112,113	1,010,107	2,912,807	93.6%	2,827,104	94.4%
Subtotal	\$ 6,021,545	\$ 6,196,914	\$ 1,643,132	\$ 5,819,369	93.9%	\$ 5,544,536	97.3%
Operating Income/(Loss) [excluding depreciation]				\$ 797,812		\$ 929,850	
<i>Non-Operating Revenues</i>							
Interest	\$ 15,600	\$ 15,600	\$ 6,535	\$ 18,782	120.4%	\$ 16,200	103.8%
Miscellaneous	47,000	82,000	-	70,000	85.4%	18,824	40.1%
Subtotal	\$ 62,600	\$ 97,600	\$ 6,535	\$ 88,782	91.0%	\$ 35,024	55.9%
<i>Non-Operating Expenditures</i>							
Capital	\$ 150,000	\$ 143,200	\$ -	\$ 140,440	98.1%	\$ 6,245	100.0%
Other Financing Uses	953,476	953,476	73,488	968,217	101.5%	1,349,268	100.9%
Subtotal	\$ 1,103,476	\$ 1,096,676	\$ 73,488	\$ 1,108,657	101.1%	\$ 1,355,513	100.9%
TOTAL Net Income/(Loss)				\$ (222,063)		\$ (390,639)	

*Solid Waste Services are all payments made to the North Texas Municipal Water District.

CITY OF ALLEN
Drainage Fund
FY 2016 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

	Original FY2016 Budget	Revised FY2016 Budget	4th Quarter FY2016 Actual	YTD Actual as of 9/30/16	Percent of Revised Budget	4th Quarter FY2015 YTD Actual	Percent of Budget
<i>Operating Revenues</i>							
Inspection Fees	\$ 40,000	\$ 60,000	\$ 10,900	\$ 45,764	76.3%	\$ 114,360	326.7%
Drainage Fees	1,480,000	1,480,000	344,747	1,453,035	98.2%	1,350,684	98.1%
Subtotal	\$ 1,520,000	\$ 1,540,000	\$ 355,647	\$ 1,498,799	97.3%	\$ 1,465,044	103.8%
<i>Operating Expenditures</i>							
Personnel	\$ 580,672	\$ 580,672	\$ 164,902	\$ 552,299	95.1%	\$ 486,926	97.5%
Operating Costs	114,986	107,423	30,464	90,027	83.8%	68,457	82.0%
Supplies	45,866	85,181	24,600	64,448	75.7%	23,464	72.1%
Maintenance	129,900	178,867	43,164	151,129	84.5%	131,354	57.3%
Professional Services	285,493	279,493	104,892	230,964	82.6%	178,476	106.1%
Subtotal	\$ 1,156,917	\$ 1,231,636	\$ 368,021	\$ 1,088,866	88.4%	\$ 888,677	87.8%
Operating Income/(Loss) [excluding depreciation]				\$ 409,933		\$ 576,367	
<i>Non-Operating Revenues</i>							
Interest	\$ 3,600	\$ 4,320	\$ 2,004	\$ 5,284	122.3%	\$ 3,319	92.2%
Miscellaneous	1,500	1,500	1,107	20,606	1373.7%	2,759	153.4%
Subtotal	\$ 5,100	\$ 5,820	\$ 3,112	\$ 25,890	444.8%	\$ 6,078	112.6%
<i>Non-Operating Expenditures</i>							
Capital	\$ 81,500	\$ 146,235	\$ 11,400	\$ 146,135	99.9%	\$ 24,943	97.8%
Other Financing Uses	346,508	346,508	85,630	342,508	98.8%	631,271	104.1%
Subtotal	\$ 428,008	\$ 492,743	\$ 97,030	\$ 488,643	99.2%	\$ 656,214	103.9%
TOTAL Net Income/(Loss)				\$ (52,820)		\$ (73,769)	

CITY OF ALLEN
Golf Course Fund
FY 2016 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

	Original FY2016 Budget	Revised FY2016 Budget	4th Quarter FY2016 Actual	YTD Actual as of 9/30/16	Percent of Revised Budget	4th Quarter FY2015 YTD Actual	Percent of Budget
<i>Operating Revenues</i>							
Class Fees	\$ 12,750	\$ 352,250	\$ 91,781	\$ 356,373	101.2%	\$ 5,854	47.8%
Facility Rental	11,200	7,200	1,301	3,052	42.4%	5,940	84.9%
Green Fees	2,258,000	2,111,000	523,382	1,840,859	87.2%	1,882,314	93.4%
Alcohol/Beer Sales	202,827	159,077	48,048	165,361	104.0%	156,765	88.6%
Concession Sales	215,194	215,194	55,869	209,100	97.2%	195,624	96.4%
Retail Pro Shop	140,989	130,989	27,390	109,990	84.0%	114,784	92.9%
Subtotal	\$ 2,840,960	\$ 2,975,710	\$ 747,770	\$ 2,684,734	90.2%	\$ 2,361,281	116.1%
<i>Operating Expenditures</i>							
Salaries	\$ 1,067,189	\$ 1,067,189	\$ 316,218	\$ 1,012,629	94.9%	\$ 891,254	95.4%
Benefits	510,241	510,241	116,878	448,950	88.0%	397,566	92.4%
Operating Costs	599,078	572,981	170,553	444,271	77.5%	538,314	71.5%
Supplies	156,730	156,730	73,222	168,414	107.5%	195,420	68.1%
Maintenance	53,923	53,923	44,424	119,793	222.2%	54,576	77.9%
Professional Service*	572,008	875,776	120,926	712,563	81.4%	696,442	117.1%
Subtotal	\$ 2,959,169	\$ 3,236,840	\$ 842,221	\$ 2,906,621	89.8%	\$ 2,773,572	90.4%
Operating Income/(Loss) [excluding depreciation]				\$ (221,887)		\$ (412,291)	
<i>Non-Operating Revenues</i>							
Other Reimbursements	\$ 4,000	\$ 4,000	\$ 1,830	\$ 21,072	526.8%	\$ 10,903	272.6%
Operating Transfer In	226,000	300,000	74,000	300,000	100.0%	554,644	101.5%
Subtotal	\$ 230,000	\$ 304,000	\$ 75,830	\$ 321,072	105.6%	\$ 565,547	102.7%
<i>Non-Operating Expenditures</i>							
Capital	\$ -	\$ -	\$ -	\$ -		\$ 28,800	100.0%
Depreciation	126,187	126,187	138,851	138,851	110.0%	123,851	100.0%
Subtotal	\$ 126,187	\$ 126,187	\$ 138,851	\$ 138,851	110.0%	\$ 152,651	100.0%
TOTAL Net Income/(Loss)				\$ (39,666)		\$ 605	

*Professional Services show a corollated increase based on instructor revenues booked as "Class Fees"

CITY OF ALLEN
Asset Forfeiture Fund
FY 2016 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2016 Budget	Revised FY2016 Budget	4th Quarter FY2016 Actual	YTD Actual as of 9/30/16	Percent of Revised Budget	4th Quarter FY2015 YTD Actual	Percent of Budget
State Forfeiture	\$ 40,000	\$ 40,000	\$ 3,207	\$ 40,561	101.4%	\$ 38,331	59.0%
Federal Forfeiture	175,000	105,000	15,900	79,593	75.8%	93,593	37.4%
Auction Revenue	-	-	13,413	13,413		2,499	100.0%
Interest on Investments	550	660	939	1,856	281.2%	580	105.5%
TOTAL Revenues	\$ 215,550	\$ 145,660	\$ 33,469	\$ 135,423	93.0%	\$ 135,003	42.4%

EXPENDITURES	Original FY2016 Budget	Revised FY2016 Budget	4th Quarter FY2016 Actual	YTD Actual as of 9/30/16	Percent of Revised Budget	4th Quarter FY2015 YTD Actual	Percent of Budget
Supplies	\$ 110,785	\$ 114,453	\$ (14,639)	\$ 80,553	72.7%	\$ 99,213	91.8%
Professional Services	-	-	21,060	33,697		13,212	39.3%
TOTAL Expenditures	\$ 110,785	\$ 114,453	\$ 6,421	\$ 114,250	99.8%	\$ 112,425	79.4%

Revenues Over (Under) Expenditures \$ 21,174 \$ 22,578

CITY OF ALLEN
Hotel Occupancy Fund
FY 2016 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2016 Budget	Revised FY2016 Budget	4th Quarter FY2016 Actual	YTD Actual as of 9/30/16	Percent of Revised Budget	4th Quarter FY2015 YTD Actual	Percent of Budget
Hotel Occupancy Tax	\$ 1,788,243	\$ 1,595,815	\$ 578,514	\$ 1,607,263	100.7%	\$ 1,544,160	98.6%
Interest on Investments	17,000	20,400	12,607	27,786	136.2%	16,979	99.9%
TOTAL Revenues	\$ 1,805,243	\$ 1,616,215	\$ 591,121	\$ 1,635,049	101.2%	\$ 1,561,139	98.6%

EXPENDITURES	Original FY2016 Budget	Revised FY2016 Budget	4th Quarter FY2016 Actual	YTD Actual as of 9/30/16	Percent of Revised Budget	4th Quarter FY2015 YTD Actual	Percent of Budget
<i>Org - Character</i>							
<i>Hotel Tax Admin</i>							
Advertising	\$ 270	\$ 270	\$ -	\$ -		\$ 180	66.7%
Hotel Tax Grants*	388,300	388,300	116,102	395,311	101.8%	366,279	93.9%
Professional Services	2,000	2,000	-	348	17.4%	-	
Other Financing Sources	-	-	-	-		25,000	100.0%
<i>Convention/Visitor Bureau</i>							
Salaries	\$ 209,668	\$ 209,668	\$ 63,448	\$ 187,949	89.6%	\$ 175,810	96.4%
Benefits	76,099	76,099	22,445	73,650	96.8%	71,211	96.8%
Operating Costs	302,158	370,008	73,440	167,262	45.2%	208,928	115.9%
Supplies	3,945	5,000	3,986	6,944	138.9%	1,506	60.3%
Professional Services	286,060	219,855	24,035	62,828	28.6%	299,866	94.6%
Capital	28,000	28,000	-	26,221	93.6%	-	
TOTAL Expenditures	\$ 1,296,500	\$ 1,299,200	\$ 303,457	\$ 920,513	70.9%	\$ 1,148,780	98.0%

Revenues Over (Under) Expenditures \$ 714,537 \$ 412,359

HOTEL TAX GRANTS*	Original FY2016 Budget	Revised FY2016 Budget	4th Quarter FY2016 Actual	YTD Actual as of 9/30/16	Percent of Budget	4th Quarter FY2015 YTD Actual	Percent of Budget
<i>Grant Organizations</i>							
Allen-Fairview Chamber	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600	100.0%	\$ 2,615	81.7%
Allen Arts Alliance	4,000	4,000	-	4,000	100.0%	4,000	100.0%
Allen Civic Ballet	10,000	10,000	-	10,000	100.0%	10,000	100.0%
Allen Heritage Guild	2,500	2,500	2,500	2,500	100.0%	2,428	97.1%
Allen Philharmonic Orchestra	30,000	30,000	24,385	30,000	100.0%	30,000	100.0%
Allen's Community Theatre	2,200	2,200	2,200	2,200	100.0%	2,200	100.0%
City of Allen - Parks & Recreation	95,000	95,000	45,500	105,011	110.5%	73,745	77.6%
City of Allen - Event Center	235,000	235,000	39,917	235,000	100.0%	234,791	99.9%
Connemara Conservancy	3,000	3,000	-	-	0.0%	3,000	100.0%
Friends of the Library	5,000	5,000	-	5,000	100.0%	3,500	70.0%
TOTAL Grant Amounts	\$ 388,300	\$ 388,300	\$ 116,102	\$ 395,311	101.8%	\$ 366,279	93.9%

CITY OF ALLEN
Grant Fund
FY 2016 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2016 Budget	Revised FY2016 Budget	4th Quarter FY2016 Actual	YTD Actual as of 9/30/16	Percent of Revised Budget	4th Quarter FY2015 YTD Actual	Percent of Budget
<i>Org - Object</i>							
<i>Grant Revenue</i>							
CDBG	\$ 393,250	\$ 295,197	\$ 255,964	\$ 435,070	147.4%	\$ 251,640	64.5%
Police	122,556	134,279	30,277	101,200	75.4%	108,757	89.8%
Parks	-	-	-	-		182,807	102.1%
Library	56,525	46,869	(43,792)	38,294	81.7%	39,550	78.3%
Fire	785	1,564	(855)	1,559	99.6%	-	
Solid Waste	-	-	-	-		22,360	100.0%
Planning	204,200	17,221	-	17,221	100.0%	206,622	91.2%
Subtotal	\$ 777,316	\$ 495,130	\$ 241,596	\$ 593,343	119.8%	811,736	81.9%
<i>Non-Operating Revenues</i>							
Interest	\$ 1,300	\$ 1,560	\$ 541	\$ 1,858	119.1%	784	60.3%
Contributions	-	-	-	-		215,000	100.0%
Reimbursements	10,800	-	15,494	15,494	143.5%	16,767	155.3%
Operating Transfers	79,573	87,744	87,744	87,744	100.0%	69,060	100.0%
Subtotal	\$ 91,673	\$ 89,304	\$ 103,779	\$ 105,096	117.7%	301,611	101.8%
TOTAL Revenues	\$ 868,989	\$ 584,434	\$ 345,374	\$ 698,439	119.5%	1,113,347	86.5%

EXPENDITURES	Original FY2016 Budget	Revised FY2016 Budget	4th Quarter FY2016 Actual	YTD Actual as of 9/30/16	Percent of Revised Budget	4th Quarter FY2015 YTD Actual	Percent of Budget
<i>Org - Object</i>							
<i>Fire Department</i>							
Operating Costs	\$ 785	\$ 1,564	\$ -	\$ 1,559	99.6%	\$ -	
<i>Parks Department</i>							
Capital	-	-	-	-		\$ 179,101	100.0%
<i>Police Department</i>							
Salaries	144,822	152,878	33,294	106,940	70.0%	\$ 106,211	79.3%
Benefits	35,358	35,358	12,724	47,333	133.9%	47,282	133.4%
Operating Costs	23,261	33,553	5,350	20,120	60.0%	7,496	36.5%
<i>Library</i>							
Salaries	6,088	-	-	-		\$ -	
Operating Costs	38,500	38,500	1,218	34,985	90.9%	36,791	99.4%
Supplies	13,000	5,000	-	-		-	
Professional Services	4,937	4,809	3,248	4,689	97.5%	3,020	65.9%
<i>Planning</i>							
Professional Services	430,000	193,161	193,161	228,994	118.6%	\$ 430,000	100.0%
<i>CDBG Grants</i>							
Operating Costs	10,000	10,000	1,815	2,937	29.4%	\$ 4,461	44.6%
Professional Services	383,250	337,256	199,950	432,183	128.1%	247,179	65.0%
<i>Solid Waste</i>							
Supplies	-	-	-	-		\$ 3,766	121.3%
Professional Services	-	-	-	-		6,338	90.5%
Capital	-	-	-	-		12,255	100.0%
TOTAL Expenditures	\$ 1,090,001	\$ 812,079	\$ 450,761	\$ 879,740	108.3%	\$ 1,083,900	86.2%

Revenues Over (Under) Expenditures \$ (181,301)

\$ 29,447

CITY OF ALLEN
Replacement Fund
FY 2016 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2016 Budget	Revised FY2016 Budget	4th Quarter FY2016 Actual	YTD Actual as of 9/30/16	Percent of Revised Budget	4th Quarter FY2015 YTD Actual	Percent of Budget
<i>Charges for Services</i>							
General Fund	\$ 1,767,780	\$ 1,767,780	\$ 441,945	\$ 1,767,780	100.0%	\$ 1,664,370	100.0%
Water & Sewer Fund	271,725	271,725	67,929	271,725	100.0%	267,741	100.0%
Solid Waste Fund	17,464	17,464	4,369	17,464	100.0%	24,134	100.0%
Drainage Fund	56,863	56,863	14,212	56,863	100.0%	43,375	100.0%
Subtotal	\$ 2,113,832	\$ 2,113,832	\$ 528,455	\$ 2,113,832	100.0%	\$ 1,999,620	100.0%
<i>Non-Operating Revenues</i>							
Interest	\$ 57,500	\$ 69,000	\$ 29,979	\$ 75,486	109.4%	\$ 55,601	96.7%
Auction Revenue	83,500	170,000	-	146,871	86.4%	64,459	80.0%
Other Reimbursements	-	-	33,987	50,387		2,088	100.0%
Operating Transfer In	-	-	-	-		895,851	100.0%
Subtotal	\$ 141,000	\$ 239,000	\$ 63,966	\$ 272,744	114.1%	\$ 1,017,999	98.3%
TOTAL Revenues	\$ 2,254,832	\$ 2,352,832	\$ 592,421	\$ 2,386,576	101.4%	\$ 3,017,619	99.4%

EXPENDITURES	Original FY2016 Budget	Revised FY2016 Budget	4th Quarter FY2016 Actual	YTD Actual as of 9/30/16	Percent of Revised Budget	4th Quarter FY2015 YTD Actual	Percent of Budget
<i>By Department</i>							
IT Master Plan	\$ 121,500	\$ 531,361	\$ 141,672	\$ 389,269	73.3%	\$ 842,386	34.3%
Information Technology	-	121,500	-	55,589	45.8%	71,908	72.6%
Municipal Court	16,743	-	-	-		-	
Fire	1,406,400	1,448,500	-	1,064,383	73.5%	305,176	97.8%
Police	515,033	595,033	351,505	524,209	88.1%	299,487	95.8%
Parks & Recreation	268,810	268,810	5,731	255,592	95.1%	184,189	95.2%
Community Development	100,487	100,487	11,127	94,347	93.9%	-	
Community Services	-	-	-	-		161,917	99.2%
Engineering	47,712	47,712	5,816	49,983	104.8%	-	
Water & Sewer	164,300	164,300	6,682	152,699	92.9%	239,161	78.2%
Solid Waste	-	-	-	-		24,847	99.4%
Drainage	124,000	216,530	-	209,456	96.7%	404,981	83.9%
TOTAL Expenditures	\$ 2,764,985	\$ 3,494,233	\$ 522,533	\$ 2,795,527	80.0%	\$ 2,534,052	58.3%

Revenues Over (Under) Expenditures \$ (408,951) \$ 483,567

CITY OF ALLEN
Facility Maintenance Fund
FY 2016 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2016 Budget	Revised FY2016 Budget	4th Quarter FY2016 Actual	YTD Actual as of 9/30/16	Percent of Revised Budget	4th Quarter FY2015 YTD Actual	Percent of Budget
Interest Earnings	\$ -	\$ -	\$ 2,382	\$ 2,382		\$ -	
Other Financing Sources	-	1,560,805	-	1,592,105	102.0%	-	
TOTAL Revenues	\$ -	\$ 1,560,805	\$ 2,382	\$ 1,594,487	102.2%	\$ -	

EXPENDITURES	Original FY2016 Budget	Revised FY2016 Budget	4th Quarter FY2016 Actual	YTD Actual as of 9/30/16	Percent of Revised Budget	4th Quarter FY2015 YTD Actual	Percent of Budget
Maintenance	\$ -	\$ 985,868	\$ 247,208	\$ 435,392	44.2%	\$ -	
Professional Services	-	31,300	290,233	450,674	1439.9%	-	
TOTAL Expenditures	\$ -	\$ 1,017,168	\$ 537,441	\$ 886,065	87.1%	\$ -	

Revenues Over (Under) Expenditures \$ 708,421 \$ -

CITY OF ALLEN
Risk Fund
FY 2016 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2016 Budget	Revised FY2016 Budget	4th Quarter FY2016 Actual	YTD Actual as of 9/30/16	Percent of Revised Budget	4th Quarter FY2015 YTD Actual	Percent of Budget
<i>Operating Revenues:</i>							
Charges for:							
Medical & Dental	\$ 10,192,878	\$ 10,192,878	\$ 2,423,670	\$ 9,591,424	94.1%	\$ 9,211,331	91.6%
Workers Comp.	532,539	532,539	46,269	423,084	79.4%	290,059	113.5%
Post Employmt Funding	217,450	217,450	-	-	0%	217,450	100.0%
Property/Liability	611,078	611,078	611,078	611,078	100.0%	590,845	100.0%
Subtotal	\$ 11,553,945	\$ 11,553,945	\$ 3,081,017	\$ 10,625,585	92.0%	\$ 10,309,685	92.8%
<i>Non-Operating Revenues</i>							
Interest	\$ 29,000	\$ 34,800	\$ 14,258	\$ 37,500	107.8%	\$ 27,847	96.0%
Reimbursements	174,500	174,500	32,671	147,040	84.3%	463,234	26.7%
Operating Transfer In	445,375	445,375	111,349	445,375	100.0%	489,844	100.0%
Subtotal	\$ 648,875	\$ 654,675	\$ 158,278	\$ 629,914	96.2%	\$ 980,925	43.5%
TOTAL Revenues	\$ 12,202,820	\$ 12,208,620	\$ 3,239,295	\$ 11,255,500	92.2%	\$ 11,290,610	84.4%

EXPENDITURES	Original FY2016 Budget	Revised FY2016 Budget	4th Quarter FY2016 Actual	YTD Actual as of 9/30/16	Percent of Revised Budget	4th Quarter FY2015 YTD Actual	Percent of Budget
Administration	\$ 442,766	\$ 432,516	\$ 117,267	\$ 387,840	89.7%	\$ 355,887	81.2%
Health & Dental Insurance	9,095,587	9,095,587	2,766,511	9,693,001	106.6%	8,909,720	84.8%
Workers Comp Insurance	423,261	448,370	51,128	422,499	94.2%	415,075	97.7%
Post Employment Expenses	590,000	590,000	77,917	463,875	78.6%	504,679	85.9%
Property & Liability Insurance	611,081	611,081	91,539	632,043	103.4%	526,749	86.1%
TOTAL Expenditures	\$ 11,162,695	\$ 11,177,554	\$ 3,104,363	\$ 11,599,257	103.8%	\$ 10,712,110	85.2%

Revenues Over (Under) Expenditures \$ (343,757) \$ 578,500

CITY OF ALLEN
Economic Development Corporation
FY 2016 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2016 Budget	Revised FY2016 Actual	4th Quarter FY2016 Actual	YTD Actual as of 9/30/16	Percent of Revised Budget	4th Quarter FY2015 YTD Actual	Percent of Budget
Revenue Source							
Sales Tax	\$ 9,326,566	\$ 9,306,423	\$ 4,119,088	\$ 9,438,024	101.4%	\$ 8,893,669	98.5%
Interest on Investments	75,800	90,960	64,670	139,969	153.9%	84,074	110.9%
Reimbursements	-	-	-	23		3,250	100.0%
Sale of Land	-	1,140,924	-	25,000	2.2%	1,060,792	100.0%
Other Financing Sources	-	-	-	-		4,400,000	100.0%
TOTAL Revenues	\$ 9,402,366	\$ 10,538,307	\$ 4,183,758	\$ 9,603,016	91.1%	\$ 14,441,785	99.2%

EXPENDITURES	Original FY2016 Budget	Revised FY2016 Budget	4th Quarter FY2016 Actual	YTD Actual as of 9/30/16	Percent of Revised Budget	4th Quarter FY2015 YTD Actual	Percent of Budget
Org - Character							
Debt Service	\$ 1,594,625	\$ 2,276,729	\$ 1,249,563	\$ 2,277,038	100.0%	\$ 1,594,655	100.0%
<i>EDC Administration</i>							
Salaries	\$ 462,015	\$ 462,015	\$ 138,346	\$ 445,139	96.3%	\$ 391,737	94.9%
Benefits	190,058	190,058	47,969	169,339	89.1%	138,119	90.6%
Operating Costs	546,600	520,000	182,464	549,583	105.7%	424,076	89.6%
<i>Economic Grant Expense</i>	6,527,095	4,856,664	1,088,593	1,532,360	31.6%	2,001,750	78.8%
Supplies	23,500	20,500	6,415	15,950	77.8%	24,390	103.8%
Professional Services	255,790	280,790	44,857	228,801	81.5%	251,936	89.8%
Capital	679,853	30,000	30,000	30,000	100.0%	6,013,633	100.0%
TOTAL Expenditures	\$ 10,279,536	\$ 8,636,756	\$ 2,788,206	\$ 5,248,209	60.8%	\$ 10,840,296	94.3%

Revenues Over (Under) Expenditures \$ 4,354,807 \$ 3,601,489

CITY OF ALLEN
Community Development Corporation
FY 2016 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2016 Budget	Revised FY2016 Actual	4th Quarter FY2016 Actual	YTD Actual as of 9/30/16	Percent of Revised Budget	4th Quarter FY2015 YTD Actual	Percent of Budget
Revenue Source							
Sales Tax	\$ 9,326,566	\$ 9,306,423	\$ 4,119,088	\$ 9,438,024	101.4%	\$ 8,893,669	98.5%
Interest on Investments	43,000	51,600	33,863	79,512	154.1%	50,073	116.4%
Reimbursements	-	193,161	193,161	193,161	100.0%	-	
Bond Refunding Proceeds	-	31,235,000	31,235,000	31,235,000	100.0%	-	
TOTAL Revenues	\$ 9,369,566	\$ 40,786,184	\$ 40,945,697	\$ 40,945,697	100.4%	\$ 8,943,742	98.6%

EXPENDITURES	Original FY2016 Budget	Revised FY2016 Budget	4th Quarter FY2016 Actual	YTD Actual as of 9/30/16	Percent of Revised Budget	4th Quarter FY2015 YTD Actual	Percent of Budget
<i>Org - Character</i>							
<i>CDC Administration</i>							
Operating Costs	\$ 4,845,524	\$ 1,347,365	\$ (337,858)	\$ 290,153	21.5%	\$ 886,499	100.2%
Maintenance	-	264,909	193,849	193,849	73.2%	-	
Professional Services	8,922	396,780	388,478	396,885	100.0%	8,320	93.3%
Capital	-	6,410	6,410	6,410	100.0%	-	
<i>CDC - Capital Improvement Fund</i>							
Construction in Progress	\$ 15,448,590	\$ 7,391,651	\$ 1,873,694	\$ 5,731,426	77.5%	\$ 2,619,462	36.9%
<i>CDC - Debt Service</i>							
Professional Services	\$ 2,400	\$ 2,400	\$ -	\$ 1,080	45.0%	\$ 1,200	50.0%
Debt Service	2,952,927	35,078,031	34,185,300	35,065,527	100.0%	2,952,865	100.1%
TOTAL Expenditures	\$ 23,258,363	\$ 44,487,546	\$ 36,309,872	\$ 41,685,330	93.7%	\$ 6,468,346	59.1%

Revenues Over (Under) Expenditures \$ (739,633) \$ 2,475,396



MEMO

TO: Honorable Mayor Stephen Terrell
Allen City Council
Peter H. Vargas, City Manager
Department Heads

FROM: Eric Cannon, Chief Financial Officer
Chris Landrum, Budget Manager
Casey Bennett, Financial Analyst

SUBJECT: FY2016 – 4th Quarter Financial Report

DATE: January 24, 2017

Attached is the report of revenues collected and expenditures spent for the fourth quarter of Fiscal Year 2016. This activity has taken place between July 1, 2016 and September 30, 2016.

GENERAL FUND

- Multi-Family and Commercial Permits came in higher than expected as a result of a large multi-family development that began its construction earlier than anticipated and hail storms during the first quarter of 2016.
- Fine revenues collected are below projections due to a combination of high staff turnover at the Municipal Court and an inability for staff to issue warrants for a period of eight months during FY2016.
- Miscellaneous revenues have greatly outperformed expectations, especially at the Event Center for Food & Beverage and Merchandise revenues.
- Interest earnings have outpaced budget projections for FY2016 based on three factors: an update in our investment policy led by the CFO which now allows the City to invest in a Commercial Paper pool which provides greater security and enhanced yields versus traditional investment; the Fed increased the interest rate by 25 basis points at the beginning of 2016; lastly, a modification of investment strategy based on a change in budgeting practices for CIP projects which allows investments to be held longer.
- Reimbursement revenues are up due to the recent hailstorms that damaged many city vehicles. This revenue is intended to offset expenses to fix or replace these vehicles.
- Intergovernmental revenues are collected by the county at the time of vehicle registration for child safety traffic related purposes.
- Expenditures in the Human Resources department are down due to the realignment of payments for training and development software with the fiscal year, a savings in unemployment claims and Educational Assistance as not all employees met the requirements for this grant.
- Transfers in the Internal Services Division were exceeded by the amount of unexpended appropriations.

- Expenditures at the Municipal Court are down considerably due in large part to the high turnover in personnel.
- Service Center savings are primarily due to a low commodity cost of fuel during FY2016.
- Infrastructure Maintenance and Contractual Services Expenditures in the Streets Division were slowed due to the contractor's inability to provide an adequate level of service to the City. The original vendor was selected as low bid, unable to complete the work satisfactorily, and subsequently changed.
- During the transition from H.T.E. to MUNIS, Parks and Recreation Department leadership and staff felt uncomfortable with the chart of accounts and experienced a higher-than-normal level of difficulties with the transition, thus leading to a lack of spending on their part. Based on this situation, Finance staff worked with the Parks and Recreation Department throughout the fiscal year to create a re-vamped chart of accounts which not only satisfied their needs, but provided greater transparency moving forward.
- Expenditures at the Allen Event Center were higher than anticipated as four large concerts were booked which were previously unanticipated.

TAX INCREMENT FINANCING (TIF) FUND

- Existing sales taxpayers in TIF 2 exceeded expectations.
- Due to no changes in either of the TIF zones, no legal expenses were incurred, thus leading to a cost savings in Professional Services for each TIF.

WATER & SEWER FUND

- Water sales were up slightly, mostly due to the lifting of water restrictions, however, with the increase to the Revised Budget coupled with a wet and mild Spring and Summer, sales did not ultimately meet the revised projection.
- Connections revenue outperformed the Revised Budget corresponding to an increase in Multi-Family and Commercial Permits issued.
- Service charges are up as there have been penalties collected from residents who are late with their payments, as well as inspection fees collected from developers.
- Miscellaneous revenues are up as water rebates from NTMWD were higher than anticipated, as well as other reimbursements coming from 3rd parties to repair line breaks.
- Savings in the fund has come from the Electricity account, as well as no large main breaks in the system.
- Needed Supplies were purchased with excess expenditures offset by reductions in other areas, as authorized by the City Manager.

SOLID WASTE FUND

- All revenues and expenditures performed as expected.

DRAINAGE FUND

- Inspection Fee revenues primarily correspond with recent developments at Montgomery Ridge - Phase 2, Malone Meadows, Glendover Gardens and the Outlet Mall Expansion. Additional projects have been delayed, thus leading to the lack of revenue versus budget.
- Miscellaneous reimbursement revenue was higher than anticipated due to fees collected for a violation.

- Drainage Fund expense accounts performed as expected.

GOLF COURSE FUND

- Facility Rentals were budgeted at 18 events, but only 13 events took place in FY2016.
- Greens Fees were reduced in FY2016 based on players playing on temporary greens on two holes at the Golf Course for a majority of the fiscal year. Repairs were completed in the 4th Quarter of FY2016 and greens fees were increased after the work was completed.
- Sales at the Pro Shop are down as temporary greens at the Golf Course led to less traffic, which has a direct impact on sales at the Pro Shop.
- Overages in the reimbursement revenue account were based on a one-time event held at the Golf Course.
- Savings in the Operating Costs category were primarily in the utility accounts (Telephone/Water/Fuel/Electricity), Advertising and Uniforms coming in under budget.
- The Maintenance category has experienced some higher than normal spending as a rainstorm from November 2015 caused significant damage to the Golf Course.

ASSET FORFEITURE

- Federal Forfeitures are difficult to budget as they are based on the number of police cases worked in conjunction with federal departments, as well as the ability of the court system to close those cases and award each jurisdiction with seizure revenue.

HOTEL OCCUPANCY FUND

- Revenues performed as expected.
- Operating Costs and Professional Services are down versus budget based on delays in the Hotel/Convention Center project.

GRANT FUND

- Revenues in the CDBG Home Repair Grants were more than anticipated as deferred revenues from FY2014 and FY2015 were received from the Federal Government.
- Police revenues in the STEP and TCLEOSE grants did not come in as anticipated in FY2016.
- Revenues at the Library were received from Collin County and deferred as revenues for future years as the full amount of the budget was not needed.
- Police Department Benefits associated with Overtime were previously budgeted in the Overtime account, thus creating a savings in the Salaries and overage in Benefits.
- Operating Costs savings were unspent Training/Travel dollars for TCLEOSE training for new PD recruits needing this designation, which there were not any in FY2016.
- Expenses in the Grant Fund for the Planning Department will be affected this year due to the discontinuation of services provided by Texoma Area Paratransit Services (TAPS). TAPS received payment for one month worth of service prior to the termination of our agreement in November 2015. This accounts for the large discrepancy in expenditures from this year versus last year.

REPLACEMENT FUND

- The Information Technology (IT) department did not spend all of their budgeted funds for the IT Master Plan, which will be rolled in FY2017 as we continue the transition from AS400 to MUNIS. IT Switches and Routers were only purchased at about 50% of their budget as they were intended to be purchased in conjunction with the RMS project, which has been delayed to FY2017.
- Savings in the Fire Department were mostly due to the manufacturer of the new Aerial Ladder Truck experiencing a delay in production, which meant the remainder of the payment was deferred to FY2017. One F-250 was budgeted but not purchased in FY2016 based on delays in the Purchasing process.
- Savings in the Police Department are primarily due to one of eight replacement Dodge Chargers not being purchased during FY2016 due to delays in the Purchasing process, the payment was made in FY2017.

FACILITY MAINTENANCE FUND

- Only a portion of the slated projects were completed during FY2016, with the cost savings re-appropriated for FY2017.

RISK FUND

- Revenues in the Risk Fund are budgeted based on Full Employment, which was not achieved during FY2016.
- Due to the availability of funds, contributions for Worker's Compensation were stopped during the 4th Quarter of FY2016.
- Based on the most recent actuarial study, the OPEB Trust is sufficiently funded. These contributions will be reevaluated on an annual basis.
- Expense budgets were overspent despite savings in the Admin, Worker's Comp and OPEB areas as there were a large number of catastrophic health and dental claims (25) during FY2016.

ECONOMIC DEVELOPMENT CORPORATION

- Economic Grant Expenses are only paid out for those entities that are meeting the requirements of their agreements.

COMMUNITY DEVELOPMENT CORPORATION

- Economic Grant Expense for the Hotel/Convention Center was not spent during the Fiscal Year.
- Maintenance funds were under budget as there was a savings in the amount of Trail Maintenance that took place during FY2016.
- Not all projects that were budgeted for FY2016 were completed. The amount not spent will be restricted in fund balance for CIP projects and appropriated in future years.

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE: January 24, 2017

SUBJECT: Receive the Capital Improvement Program (CIP)
Status Reports.

STAFF RESOURCE: Eric Cannon, Chief Financial Officer

ATTACHMENTS:

Active CIP Projects Report for January 2017
Completed CIP Projects Report for January 2017



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Active Status

Date: 1/11/2017

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	\$2,362,608	\$1,824,803	\$505,911	98.7%
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	\$0	98.5%
LB1701	ALLEN PUBLIC LIBRARY LOT EXPANSION	GO BONDS	9/30/2018	\$600,000	\$8,818	\$45,958	9.1%
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	\$7,300,000	\$523,145	\$46,893	7.8%
PR1302	PARK LAND ACQUISITION	GO BONDS	9/30/2018	\$1,148,834	\$3,383	\$0	0.3%
PR1401	ALLEN HERITAGE VILLAGE (CD1401)	CDC, NON BONDS	3/31/2017	\$1,646,412	\$1,635,720	\$10,000	100.0%
PR1404	TRAIL CONSTRUCTION	CDC	9/30/2017	\$867,647	\$53	\$0	0.0%
PR1412	FORD POOL RECONSTRUCTION	CDC, GO BONDS, NON-BONDS	3/31/2017	\$4,050,076	\$3,854,429	\$108,364	97.8%
PR1416	TWIN CREEK PARK PHASE 2	PARK DEDICATION	9/30/2017	\$246,453	\$3,500	\$179,554	74.3%
PR1417	ORCHARDS NEIGHBORHOOD PARK	CDC	3/31/2017	\$698,258	\$685,210	\$0	98.1%
PR1421	WINDRIDGE NEIGHBORHOOD PARK	CDC	9/30/2017	\$280,000	\$5,664	\$9,436	5.4%
PR1422	RECREATION LED SIGNS	CDC	12/31/2017	\$204,000	\$0	\$0	0.0%
PR1508	JFRC BRIDGE REPLACEMENT	NON BONDS	12/31/2017	\$400,000	\$55,842	\$1,811	14.4%
PR1509	REED PARK IMPROVEMENTS	PARK DEDICATION	12/31/2017	\$61,330	\$3,010	\$9,010	19.6%
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	\$75,000	\$16,010	\$45,166	81.6%
PR1604	MUSTANG TRAIL EXTENSION	CDC	9/30/2018	\$58,155	\$0	\$0	0.0%
PR1606	ALLEN WATER STATION TRAIL	CDC	3/31/2017	\$1,354,614	\$1,354,614	\$0	100.0%
PR1607	WATER STATION SECURITY CAMERAS	CDC	12/31/2017	\$54,208	\$3,497	\$38,113	76.8%
PR1701	BRIDGE & TRAIL PARK @ASRC	CDC	12/31/2017	\$260,000	\$6,258	\$55,867	23.9%
PS1303	FIRE STATION #2 RECONSTRUCTION	GO BONDS, NON BONDS	9/30/2017	\$5,596,030	\$5,401,664	\$91,015	98.2%
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	\$205,237	\$0	95.5%
PS1602	PD SERVER ROOM HVAC	GO BONDS	3/15/2017	\$35,000	\$21,698	\$0	62.0%
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	\$13,184	\$87,445	77.4%
ST1202	RIDGEVIEW - WATTERS TO US 75	GO BONDS, NON BONDS	9/30/2018	\$499,575	\$499,575	\$0	100.0%
ST1308	RIDGEVIEW - ALMA TO STACY	NON BONDS, GO BONDS	4/30/2017	\$5,780,890	\$5,731,592	\$10,963	99.3%



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Active Status

Date: 1/11/2017

Project Number	Project Description	Funding Sources	Estimate Completion Date	Project Estimate	Total Expenditures	Total Encumbrances	Percent Encumbered & Expended
ST1314	TRAFFIC SIGNAL WATTERS & BOSSY BOOT	NON BONDS	12/31/2017	\$150,000	\$662	\$0	0.4%
ST1403	MONTGOMERY BLVD EXTENSION	NON BONDS	3/31/2017	\$2,970,178	\$2,941,775	\$0	99.0%
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	3/31/2017	\$1,400,000	\$1,271,019	\$63,747	95.3%
ST1503	ALMA DRIVE IMPROVEMENT	NON BONDS	12/31/2017	\$2,988,788	\$723,894	\$289,708	33.9%
ST1504	2015 INTERSECTION IMPROVEMENT	NON BONDS	12/31/2017	\$311,850	\$109,254	\$16,458	40.3%
ST1505	2015 TRAFFIC SIGNAL FLASHING YELLOW	NON BONDS	9/30/2017	\$50,000	\$6,803	\$18,000	49.6%
ST1601	EXCHANGE PKWY SIDEWALK AT RACETRAC	NON BONDS	2/19/2017	\$85,000	\$57,010	\$0	67.1%
ST1701	RIDGEVIEW DR COTTONWOOD TO CHELSEA	GO BONDS, NON BONDS	9/30/2018	\$2,103,056	\$0	\$0	0.0%
ST1702	PANDA EXPRESS CROSS ACCESS DRIVEWAY	NON BONDS	1/31/2017	\$150,000	\$51,798	\$38,169	60.0%
ST1703	CHELSEA / ALLEN COMMERCE INT IMP	NON BONDS, ROADWAY #1	9/30/2017	\$240,000	\$0	\$0	0.0%
ST1704	FY17 STREETS & ALLEYS	NON-BONDS, GO BONDS	9/30/2018	\$300,000	\$0	\$0	0.0%
ST1705	2017 MEDIAN IMPROVEMENTS	NON-BONDS	9/30/2018	\$650,000	\$0	\$0	0.0%
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	\$133,572	\$0	28.9%
WA1204	LIFT STATION IMPROVEMENTS	W&S CIP	9/30/2017	\$344,871	\$147,191	\$2,191	43.3%
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	\$369,768	\$5,212	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	\$2,111,105	\$1,226,072	90.2%
WA1604	STACY & ROWLETT TANKS REPAINT	W&S CIP	9/30/2017	\$1,486,498	\$44,126	\$60,275	7.0%
WA1605	HILLSIDE W&S REHABILITATION P1	W&S CIP	9/30/2017	\$1,653,671	\$0	\$429,600	26.0%



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Completed Status

Date: 1/11/2017

Project Number	Project Description	Funding Sources	Completion Date	Approved Funds	Project Total Costs
DR1401	COTTONWOOD CREEK BANK STABILI	GO BONDS, NON BONDS, CDC	9/30/2016	\$684,199	\$684,199
IT1401	PS DISPATCH & RECORD PHASE II	GO BONDS, NON BONDS	9/30/2016	\$152,199	\$152,199
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
PR1505	PARK PIER DECK REPLACEMENT	CDC	12/31/2015	\$0	\$0
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
PR1605	MOLSEN FARM ACQUISITION II	GO BONDS, COUNTY	9/30/2016	\$2,339,608	\$2,339,608
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
ST1303	CHAPARRAL STREET LIGHTS	NON BONDS	12/9/2016	\$0	\$0
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	9/2/2016	\$2,503,105	\$2,503,105
WA1501	COTTONWOOD CREEK 21" SEWER LINE	W&S CIP	7/20/2016	\$738,255	\$738,255



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Completed Status

Date: 1/11/2017

Project Number	Project Description	Funding Sources	Completion Date	Approved Funds	Project Total Costs
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



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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



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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



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 8/12/2015

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



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 8/12/2015

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



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 8/12/2015

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



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 8/12/2015

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

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:	January 24, 2017
SUBJECT:	Receive the Summary of Property Tax Collections as of December 2016.
STAFF RESOURCE:	Eric Cannon, Chief Financial Officer

ATTACHMENTS:

Summary of Property Tax Collections as of December 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

January 10, 2017

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:

December 2016
\$29,025,137.50
\$0.00

Sincerely,


Kenneth L. Maun
Tax Assessor Collector

Attachment

cc: Peter Vargas, City Manager
Eric Cannon, Chief Financial Officer
Joanne Stoehr, Assistant Finance Director

KM:ds

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

Monthly Collection Status Report
 December 2016

City of Allen #06

	Collections Month of December	Cumulative Total 10/1/16 thru 12/30/16	% of Collections
Current Tax Year Collections			
Base M&O	\$22,118,264.80	\$24,901,800.29	57.09%
Base I&S	6,905,912.91	\$7,775,006.74	
Late Rendition Penalty	1,328.17	\$2,897.69	
P&I M&O	1.66	\$1.66	
P&I I&S	0.00	\$0.00	
P&I I&S Bond			
Attorney Fee	0.00	\$0.00	
Other>	0.00	682.54	
Subtotal	<u>\$29,025,507.54</u>	<u>\$32,680,388.92</u>	57.09%
Delinquent TaxYears Collections			
Base M&O	-\$738.74	\$86,414.41	
Base I&S	-206.11	\$30,306.92	
Late Rendition Penalty	40.22	\$132.98	
P&I M&O	404.08	\$19,253.25	
P&I I&S	130.51	\$6,688.22	
P&I I&S Bond			
Attorney Fee	391.45	\$3,366.70	
Other>	0.00	2,440.83	
Subtotal	<u>\$21.41</u>	<u>\$148,603.31</u>	0.26%
Combined Current & Delinquent:			
Base M&O	\$22,117,526.06	\$24,988,214.70	
Base I&S	6,905,706.80	7,805,313.66	
Late Rendition Penalty	1,368.39	3,030.67	
P&I M&O	405.74	19,254.91	
P&I I&S	130.51	6,688.22	
P&I I&S Bond			
Attorney Fee	391.45	3,366.70	
Other>	0.00	3,123.37	
Total Collections	<u>\$29,025,528.95</u>	<u>\$32,828,992.23</u>	57.35%
			100.00%
Original 2016 Tax Levy		<u>\$57,241,851.90</u>	

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

Cumulative Comparative Collection Status Report
December 2016

City of Allen #06

	Collections thru December 2016	% Collections	Collections thru December 2015	% Collections
Current Tax Year Collections				
Base M&O + I&S	\$32,676,807.03	57.09%	\$30,201,571.84	56.01%
Late Rendition Penalty	2,897.69		2,989.06	
P&I M&O + I&S	1.66		37.10	
Attorney Fee	0.00		0.00	
Other>	682.54		0.00	
Subtotal	<u>\$32,680,388.92</u>	57.09%	<u>\$30,204,598.00</u>	56.02%
Delinquent Tax Years Collections				
Base M&O + I&S	\$116,721.33		\$13,705.19	
Late Rendition Penalty	132.98		178.71	
P&I M&O + I&S	25,941.47		8,230.96	
Attorney Fee	3,366.70		4,555.08	
Other>	2,440.83		0.00	
Subtotal	<u>\$148,603.31</u>	0.26%	<u>\$26,669.94</u>	0.05%
Combined Current & Delinquent:				
Base M&O + I&S	\$32,793,528.36		\$30,215,277.03	
P&I M&O + I&S	25,943.13		8,268.06	
Late Rendition Penalty	3,030.67		3,167.77	
Attorney Fee	3,366.70		4,555.08	
Other	3,123.37		0.00	
Total Collections	<u>\$32,828,992.23</u>	57.35%	<u>\$30,231,267.94</u>	56.07%
Adjusted 2015 Tax Levy			<u>\$53,919,688.10</u>	100.00%
Original 2016 Tax Levy	<u>\$57,241,851.90</u>	100.00%		

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

Page 3

Levy Outstanding Status Report
December 2016

City of Allen #06

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 11/30/16	\$54,768,368.43	\$328,154.08
Base M&O Collections	29,024,177.71	-944.85
Supplement/Adjustments	49,328.06	149,342.25
Write-off	0.00	0.00
Remaining Levy as of 12/30/16	<u>\$25,793,518.78</u>	<u>\$478,441.18</u>
Cumulative (From 10/01/16 thru 12/30/16)		
Original 2016 Tax Levy (as of 10/01/16)	\$57,241,851.90	\$452,274.53
Base M&O + I&S Collections	32,676,807.03	116,721.33
Supplement/Adjustments	1,228,473.91	142,887.98
Write-off	0.00	0.00
Remaining Levy as of 12/30/16	<u>\$25,793,518.78</u>	<u>\$478,441.18</u>

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

Monthly Distribution Report
 December 2016

City of Allen #06

	Distribution Month of December	Distribution 10/1/16 thru 12/30/16
Weekly Remittances:		
Week Ending 12/2/16	\$366,878.30	\$1,172,527.36
Week Ending 12/9/16	\$1,329,440.88	\$2,093,907.37
Week Ending 12/16/16	\$1,454,960.26	\$2,342,302.15
Week Ending 12/22/16	\$17,453,713.88	\$18,281,844.16
Week Ending 12/30/16	\$8,420,075.73	\$8,932,452.07
Total Weekly Remittances	<u>\$29,025,069.05</u>	<u>\$32,823,033.11</u>
Overpayment from Prior Month	\$0.00	\$0.00
Manual Adjustment Refund	\$0.00	\$0.00
Commission Paid Delinquent Attorney	\$391.45	\$5,807.53
Entity Collection Fee	\$0.00	\$0.00
Judgement Interest	\$0.00	\$0.00
5% CAD Rendition Penalty	\$68.45	\$151.59
Total Disbursements	<u><u>\$29,025,528.95</u></u>	<u><u>\$32,828,992.23</u></u>
Carryover to Next Month	\$0.00	\$0.00

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:	January 24, 2017
SUBJECT:	Conduct a Public Hearing and Adopt an Ordinance Approving Specific Use Permit No. 151 for a Fueling Station Use for 0.999± Acres Generally Located North of Main Street and West of Angel Parkway. [East Allen Retail - Fueling Station]
STAFF RESOURCE:	Meredith Nurge, Planner
BOARD COMMISSION ACTION:	On January 3, 2017, the Planning and Zoning Commission voted 7 in favor (Commissioners Cocking, Trahan, Hollingsworth, Platt Jr., Mangrum, Orr, Ogrizovich) and 0 opposed to recommend approval of this request.
ACTION PROPOSED:	Conduct a Public Hearing and Adopt an Ordinance Approving Specific Use Permit No. 151 for a Fueling Station Use for 0.999± Acres Generally Located North of Main Street and West of Angel Parkway. [East Allen Retail - Fueling Station]

BACKGROUND

The property is generally located north of Main Street and west of Angel Parkway. The property is zoned Planned Development PD No. 42 Shopping Center SC. The properties to the north, west, and east are zoned Planned Development PD No. 42 Shopping Center SC. The property to the south (across Main Street) is zoned Planned Development PD No. 44 Shopping Center SC.

A Site Plan for approximately 11.148± acres is currently being reviewed on the hard corner (north of Main Street and west of Angel Parkway) for a retail/restaurant development. All proposed uses are permitted by right with the exception of the fueling station. The applicant is requesting a Specific Use Permit (SUP) for the Fueling Station use. *The Allen Land Development Code (ALDC)* requires a Fueling Station use to receive a Specific Use Permit (SUP) to locate within a Shopping Center SC zoning district. The SUP for the fueling station use is supported as an accessory use associated with the Market/Grocery use. The fueling station is to be developed in conjunction with or after the Market/Grocery use is developed. This condition is included in the SUP ordinance.

The SUP Site Plan shows the approximately 0.999± acre property for a Fueling Station use. There are six (6) double sided fuel pumps on the property as well an approximately 3,000 square foot proposed retail building.

There is one (1) primary access point into the site through a proposed fire lane which connects to Main Street.

Parking and open space exceed *ALDC* standards. A 5' sidewalk will be constructed along Main Street.

The proposed retail building is one (1) story with a maximum building height of 19'. Primary building materials include brick, stone, metal, and glass. The fueling station canopy is 21' feet in height and is constructed of stone and metal with a mansard roof.

The Specific Use Permit request has been reviewed by the Technical Review Committee and meets the standards of the Allen Land Development Code.

On January 3, 2017, the Planning and Zoning Commission recommended approval of the request.

LEGAL NOTICES

Public Hearing Sign - December 21, 2016

Public Hearing Notices - December 21, 2016

Newspaper Notice - January 5, 2017

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to Adopt Ordinance No. _____ Approving a Specific Use Permit for a Fueling Station use for 0.999± acres generally located north of Main Street and west of Angel Parkway.

ATTACHMENTS:

Ordinance

Property Notification Map

Draft Minutes from the January 3, 2017 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, BY GRANTING SPECIFIC USE PERMIT NO. 151 AUTHORIZING 0.999± ACRES SITUATED IN THE WITSAUL FISHER SURVEY, ABSTRACT NO. 323, PRESENTLY ZONED PLANNED DEVELOPMENT NO. 42 FOR SHOPPING CENTER “SC” TO BE DEVELOPED AND USED FOR A FUELING STATION; ADOPTING DEVELOPMENT REGULATIONS, A SITE PLAN, LANDSCAPE 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, be amended by granting Specific Use Permit No. 151 authorizing 0.999± acres situated in the Witsaul Fisher Survey, Abstract No. 323, City of Allen, Collin County, Texas, and more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference (the “Property”), which is presently zoned Planned Development No. 42 for Shopping Center “SC” to be developed and used for a Fueling Station subject to the provisions of this Ordinance.

SECTION 2. The Property shall be used only in the manner and for the purposes provided for in the Allen Land Development Code, the Development Regulations governing Planned Development No. 42, as amended, and, if developed and used as a Fueling Station in accordance with this Specific Use Permit No. 151, shall be subject to the following special conditions:

- A. The Specific Use Permit granted hereby is expressly limited to the area of the Property shown in the legal description attached hereto as Exhibit “A” and as shown in the Site Plan attached hereto as Exhibit “B,” and incorporated herein by reference.
- B. The use and development of the Property as a Fueling Station shall be only in accordance with the Site Plan attached as Exhibit “B,” the Landscape Plan set forth in Exhibit “C,” and the Building Elevations set forth in Exhibit “D,” attached hereto and incorporation herein by reference.
- C. This Specific Use Permit is limited to authorizing the use and development of the Property as a Fueling Station and not for any other use that may otherwise be within the definition of “Fueling Station” as that use is defined in the Allen Land Development Code, as amended.
- D. Notwithstanding anything to the contrary in this Ordinance, the Property may be developed and used for fueling station purposes, only if (a) such use is developed and continually operated in association with the development and operation of a grocery store use on the adjacent property identified as “Lot 1”

on the Landscape Plan, and (b) the fueling station is owned by (i) the same person or entity that owns the grocery store or (ii) an affiliate of the person or entity of the grocery store owner. Use of the Property for a fueling station independent of the grocery store use as provided shall constitute a prohibited use. For purposes of this paragraph, an "affiliate of the person or entity of the grocery store owner" shall mean any entity that owns or controls, is owned or controlled by or is under common ownership or control with, the grocery store owner, or any entity the ownership of which is substantially the same as the ownership of the grocery store. For purposes of this Paragraph E, "control" (and any form thereof, such as "controlling" or "controlled") means, for any person or entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person or entity. The Specific Use Permit granted by this Ordinance shall terminate and the use of the Property for fueling station purposes shall cease if either of the foregoing conditions (i) or (ii) described above fail to be satisfied for a period of ninety (90) consecutive days.

E. All fuel system vent stacks must be hidden from view from a public street.

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 24TH DAY OF JANUARY 2017.

APPROVED:

Stephen Terrell, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
(kbl:1/11/17:82882)

Shelley B. George, TRMC, CITY SECRETARY

EXHIBIT "A"
LEGAL DESCRIPTION

STATE OF TEXAS

COUNTY OF COLLIN

BEING a tract of land situated in the WITSAUL FISHER SURVEY, ABSTRACT NO. 323, City of Allen, Collin County, Texas and being a portion of a tract of land as described in deed to 2170/Malone Joint Venture, recorded in Volume 2885, Page 708, Deed Records, Collin County, Texas (D.R.C.C.T.) and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod with red plastic cap stamped "W.A.I." found for corner, said iron rod being the most southerly southeast corner of Auburn Springs, Phase Two Addition, an addition to the City of Allen, Collin County, Texas according to the plat thereof recorded in Cabinet O, Page 127, Plat Records, Collin County, Texas (P.R.C.C.T.) and in the north right-of-way line of Main Street (F.M. Highway 2170, variable width right-of-way);

THENCE North 89 deg 42 min 18 sec East, departing the Southeast corner of said Auburn Springs and along the Northerly right-of-way line of said Main Street, a distance of 388.40 feet to the POINT OF BEGINNING;

THENCE departing the Northerly right-of-way line of said Main Street and over and across said 2170/Malone Joint Venture tract the following courses and distances;

North 00 deg 20 min 57 sec West, a distance of 208.90 feet to a 1/2-inch iron rod with red plastic stamped "W.A.I." set for corner;

North 89 deg 40 min 30 sec East, a distance of 210.63 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I." set for corner;

South 00 deg 19 min 30 sec East, a distance of 204.05 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I." set for corner, said iron rod being on the proposed Northerly right-of-way line of said Main Street;

THENCE South 89 deg 42 min 36 sec West, along the proposed Northerly right-of-way line of said Main Street, a distance of 20.20 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I." set for corner;

THENCE South 87 deg 48 min 43 sec West, along the proposed Northerly right-of-way line of said Main Street, a distance of 150.08 to a 1/2-inch iron rod with red plastic cap stamped "W.A.I." set for corner in the existing Northerly right-of-way line of said Main Street;

EXHIBIT "A"
LEGAL DESCRIPTION cont.

THENCE South 89 deg 42 min 18 sec West, along the Northerly right-of-way line of said Main Street, a distance of 40.34 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 0.999 acres of 43,530 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 28th day of March, 2016, utilizing a G.P.S. measurement (NAD 83) from the City of Allen Geodetic Monuments No. 7 and No. 2.

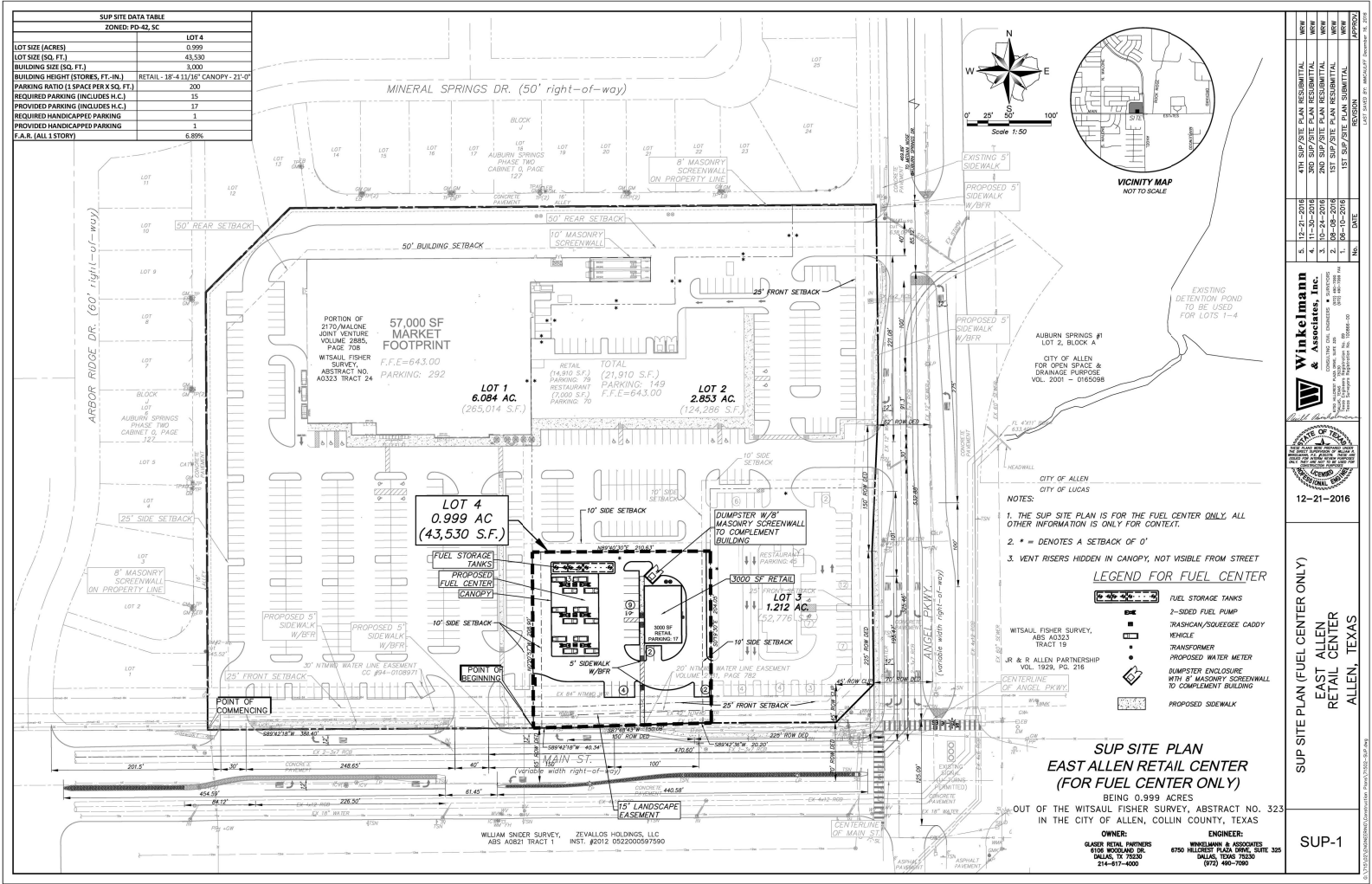
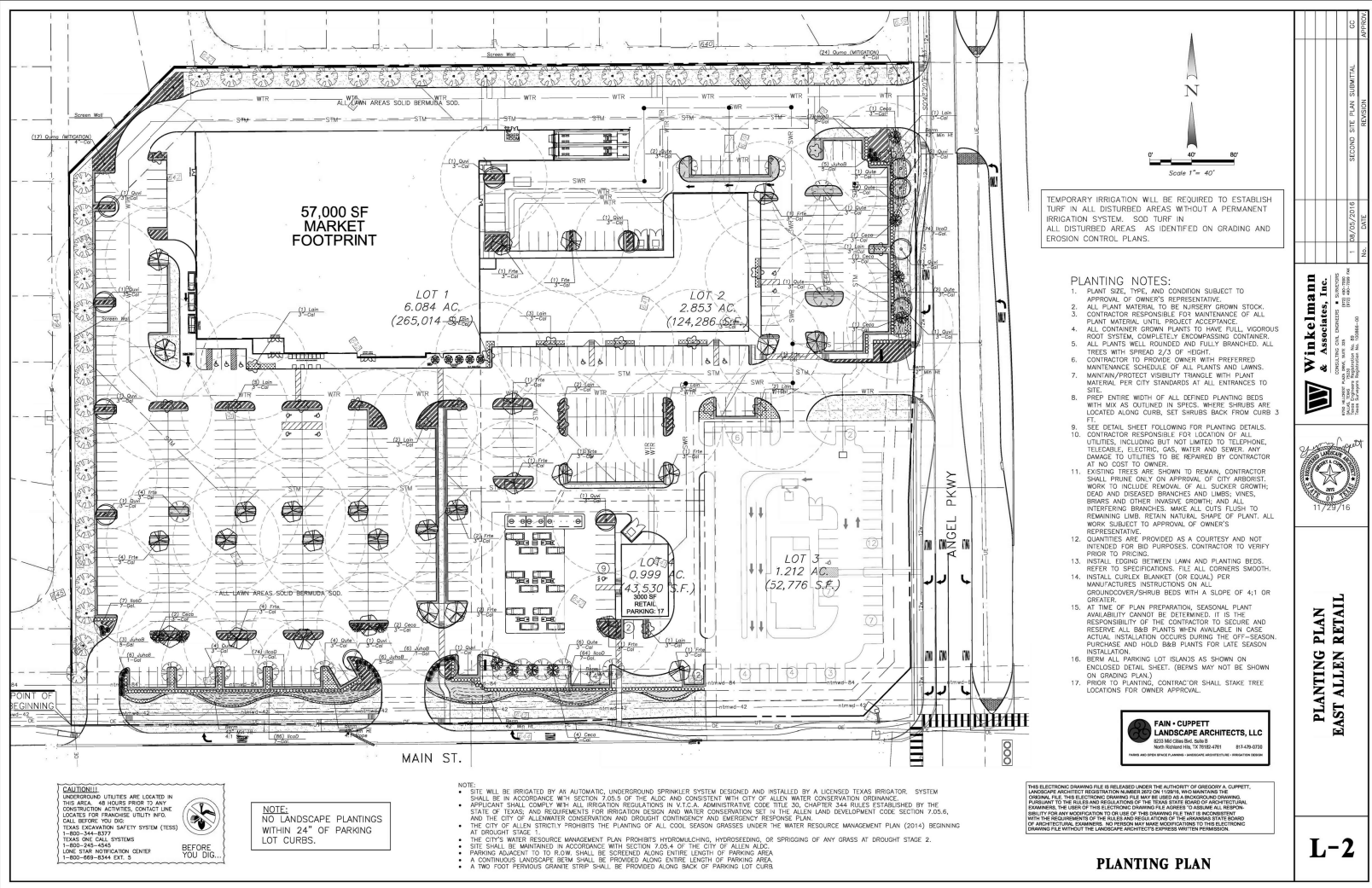
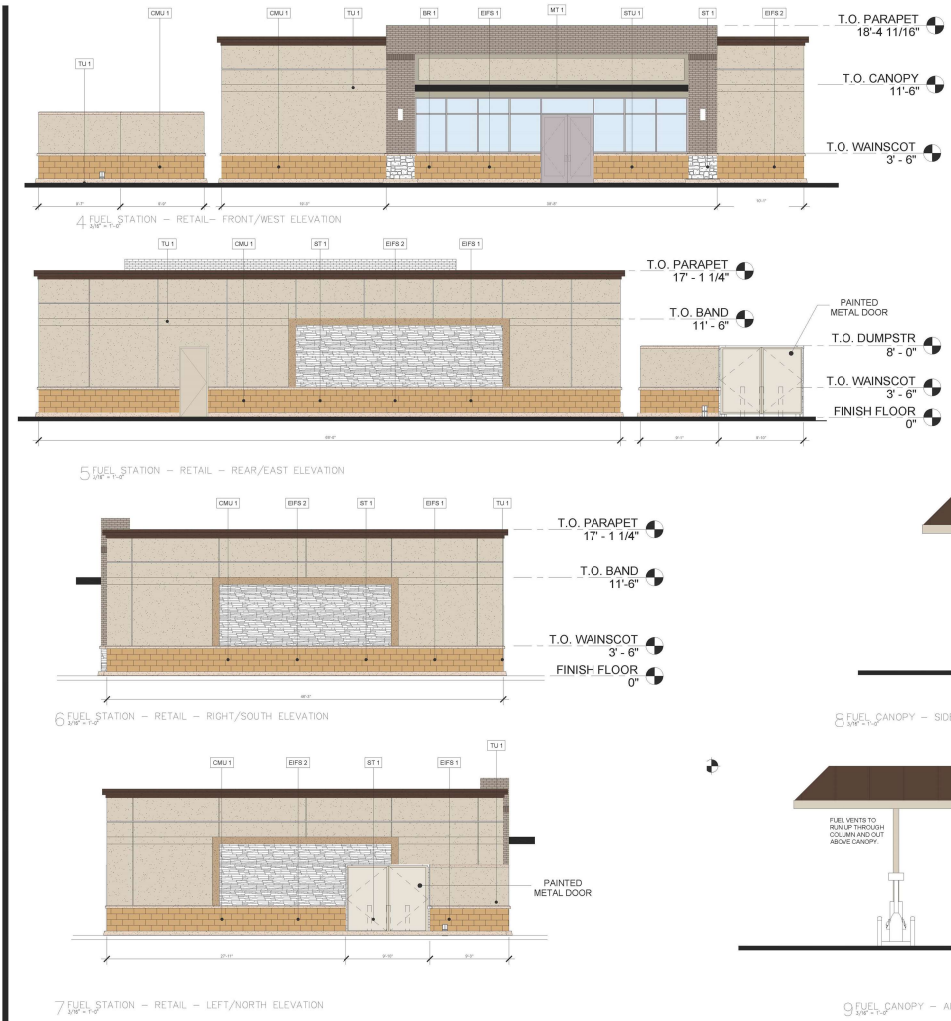


EXHIBIT "B"
SUP SITE PLAN





MATERIAL COVERAGE CALCULATIONS									
		FUEL STATION							
		FRONTWEST		REAR/EAST		LEFT/NORTH		RIGHT/SOUTH	
		SQ.FT	%	SQ.FT	%	SQ.FT	%	SQ.FT	%
ACME BRICK - SLATE	BR 1	346	28.4	0	0.0	13	1.6	13	1.6
LIGHT BAN	CMU 1	200	16.4	173	14.8	123	15.5	123	15.5
"SUNGLASS PALETTE" CLANN EDWARDS GE-4173	EPS 1	30	2.5	35	3.0	30	3.8	30	3.8
"VAN BUREN BROWN" BENJAMIN MOORE #PC-10	EPS 2	32	2.6	72	6.2	50	6.3	50	6.3
"DEBERT GRAY" CLANN EDWARDS GE-4176 W/ 25% DARKEN	MT 1	27	2.2	0	0.0	2	0.3	2	0.3
METAL	MT 2	30	2.5	0	0.0	0	0.0	0	0.0
CAST STONE: CONTINENTAL 1102 NATURAL STONE	BT 1	20	1.6	174	14.9	148	18.4	148	18.4
BRUCOD	BTU 1	80	6.6	0	0.0	0	0.0	0	0.0
TILT UP PANEL	TU 1	432	37.2	715	61.1	431	54.1	431	54.1
TEXTURED PAINT: MATCH BRICK	PT 4	0	0	0	0.0	0	0.0	0	0.0
TOTAL		1217	100	1189	100	795	100	795	100
		TOTAL MASONRY: 3,647sf / 3,976sf = 91.7%							
		TOTAL EPS: 328sf / 3,976sf = 8.3%							

SITE DEVELOPMENT		08.05.16
REVISED ELEVATIONS		09.29.16

Heights Venture
ARCHITECTURE + DESIGN

Robert H. Hagan, AIA
710 Regenerative #1000
Not for Regulatory Approval
Permit, or Construction

ALLEN RETAIL CENTER

ALLEN, TX
Project Number: 18-43
Date Issued: NOVEMBER 21, 2016
Drawn By: FL
Checked By: FL
File Name:

CSUB2
EXTERIOR ELEVATIONS

EXHIBIT "D"
SUP BUILDING ELEVATIONS



Property Ownership Notification

East Allen Retail SUP

Map Legend

- 200' Notification Buffer
 - Railroad
 - Public Rezone
 - CollinCAD Parcels
- Aerial_2015_6in
RGB
- Red: Band_1
 - Green: Band_2
 - Blue: Band_3

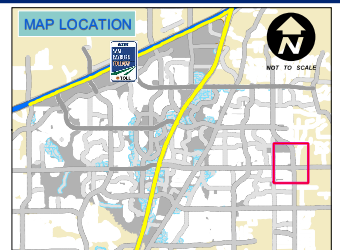


0 200 400 600
Feet

Community Development - GIS

Date Saved: 12/19/2016

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



January 3, 2017, Planning and Zoning Commission Meeting Minutes

Public Hearing – Conduct a Public Hearing and consider a request for a Specific Use Permit for a Fueling Station use. The property is 0.999± acres out of the Witsaul Fisher Survey, Abstract No. 323; generally located north of Main Street and west of Angel Parkway. (SUP-6/14/16-49) [East Allen Retail]

Ms. Meredith Nurge, Planner, presented the item to the Commission. She stated the item is a Specific Use Permit for East Allen Retail. She said that the property is generally located north of Main Street and west of Angel Parkway. The property is zoned Planned Development PD No. 42 Shopping Center SC. The properties to the north, west, and east are zoned Planned Development PD No. 42 Shopping Center SC. The property to the south (across Main Street) is zoned Planned Development PD No. 44 Shopping Center SC.

Ms. Nurge explained that a Site Plan for approximately 11.148± acres is currently being reviewed on the hard corner (north of Main Street and west of Angel Parkway) for a retail/restaurant development. All proposed uses are permitted by right with the exception of the fueling station. The applicant is requesting a Specific Use Permit (SUP) for the Fueling Station use. The Allen Land Development Code (ALDC) requires a Fueling Station use to receive a Specific Use Permit (SUP) to locate within a Shopping Center SC zoning district. The SUP for the fueling station use is supported as an accessory use associated with the Market/Grocery use. The fueling station is to be developed in conjunction with or after the Market/Grocery use is developed. This condition will be added to the SUP ordinance.

Ms. Nurge said that the SUP Site Plan shows the approximately 0.999± acre property for a Fueling Station use. There are six double sided fuel pumps on the property as well as an approximately 3,000 square foot proposed retail building.

There is one primary access point into the site through a proposed fire lane which connects to Main Street.

Parking and open space exceed ALDC standards. A 5' sidewalk will be constructed along Main Street.

Ms. Nurge said that the proposed retail building is one story with a maximum building height of 19'. Primary building materials include brick, stone, metal, and glass. The fueling station canopy is 21' feet in height and is constructed of stone and metal with a mansard roof.

The Specific Use Permit request has been reviewed by the Technical Review Committee and meets the standards of the Allen Land Development Code.

Commissioner Ogrizovich confirmed that the fueling station will not be built until, or after, the grocery store.

Ms. Nurge said yes.

1st Vice-Chair Trahan asked if the notification was sent to the areas surrounding the fueling station.

Ms. Nurge said that is correct.

Chairman Cocking asked if the retail facility will always be connected to the grocery store. Chairman Cocking asked what assurances were in place so that the retail facility will always be connected to the grocery store.

Ms. Nurge said that the ordinance for the East Allen Retail SUP will have specific language to ensure that the fueling station lot is tied to the grocery store component.

Chairman Cocking asked if the fuel pumps closed down, could the retail store remain open?

Ms. Nurge said that the retail store will always be connected to the grocery store.

Chairman Cocking opened the Public Hearing.

Chairman Cocking closed the Public Hearing.

Motion: Upon a motion by Commissioner Ogrizovich and a second by 2nd Vice-Chair Platt, the Commission voted 7 IN FAVOR, and 0 OPPOSED to approve the request for a Specific Use Permit SUP for a Fueling Station use, being 0.999± acres; generally located north of Main Street and west of Angel Parkway.

The motion carried.

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

January 24, 2017

SUBJECT:

Conduct a Public Hearing and Adopt an Ordinance to Change the Zoning from Shopping Center to a Planned Development for Townhome Residential, and Adopt Development Regulations, a Concept Plan, Hardscape Plan, and Building Elevations for 10.839± Acres Generally Located South of Stacy Road and East of Greenville Avenue. [Stacy Villas - Townhome Development]

STAFF RESOURCE:

Madhuri Mohan, Senior Planner

PREVIOUS COUNCIL ACTION:

October, 2003 - General Development Plan Approved
November, 2003 - Preliminary Plat Approved
August, 2009 - Revised Preliminary Plat Approved
July, 2011 - Revised Preliminary Plat Approved
December, 2014 - Revised General Development Plan Approved

BOARD COMMISSION ACTION:

On December 6, 2016, the Planning and Zoning Commission voted 4 in favor (Commissioners Trahan, Hollingsworth, Platt Jr., and Ogrizovich) and 0 opposed to table the request.

On January 3, 2017, 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, along with three items of revision: that Lots 8 and 9, Block A, have opaque windows on the second floor of the south facing side; to use the revised Concept Plan that was provided by the applicant; and for staff to work with the developer regarding the potential fire lane reconfiguration.

ACTION PROPOSED:

Conduct a Public Hearing and Adopt an Ordinance to Change the Zoning from Shopping Center to a Planned Development for Townhome Residential, and Adopt Development Regulations, a Concept Plan, Hardscape Plan, and Building Elevations for 10.839± Acres Generally Located South of Stacy Road and East of Greenville Avenue. [Stacy Villas - Townhome Development]

BACKGROUND

The property is generally located south of Stacy Road and east of Greenville Avenue. The property to the north is zoned Shopping Center SC, and further north (across Stacy Road), is the Town of Fairview. The properties to the east are zoned Community Facilities CF and Single-Family Residential R-7. To the south, the property is zoned Single-Family Residential R-7. The properties to the west are zoned Shopping Center SC, and further west (across Greenville Avenue), zoned Shopping Center SC and Single-Family Residential R-5.

The property is currently zoned Shopping Center SC. The applicant is requesting to change the zoning by creating a Planned Development for a townhome development, and adopting Development Regulations, a Concept Plan, Hardscape Plan, and Building Elevations for the property.

The proposed residential development is approximately 10.839± acres. The Concept Plan shows a total of eighty-eight (88) residential lots and six (6) HOA lots. All lots have a minimum lot size of 25'X90' (2,250 square feet) and will be front-entry with a minimum dwelling unit area of 1,300 square feet. The gross lot density equates to 8.11 units/acre.

Of the six HOA lots, four (4) are open space lots. Open Space provided exceeds *ALDC* standards. Pedestrian walkways with seating areas are provided throughout the open space areas. Two 3" caliper shade trees are required for each dwelling unit. A minimum of one tree will be planted on each dwelling unit, and the remaining shade tree will be planted either on the lot with the dwelling unit or within the open space areas of the property.

There are two (2) primary access points into the development; one on Greenville Avenue, and one on Stacy Road through an Access, Utility, and Firelane Easement. Parking within the development will be provided through parking in the garage, driveway, and designated head-in parking areas. Parking along internal roadways is prohibited, and will be marked by curb striping indicating "No Parking."

The Hardscape Plan shows the screening for the property. Perimeter screening consists of an existing eight foot (8') masonry (brick) screening wall on the southern and eastern portions of the property adjacent to the single-family development. An eight foot (8') masonry (brick) screening wall will also be constructed along the northern and western portions of the property adjacent to the commercial lots. An eight foot (8') ornamental metal fencing section is also proposed on the southwestern side of the development adjacent to the commercial lot. Screening on the western side of the development (and a small portion on the northern side of the development) will include an eight foot (8') masonry (stone) wall. Interior screening will consist of six foot (6') ornamental metal fencing.

Primary building materials, shown on the three types of building elevations are brick and stone with composition shingle roofing. Each of the three elevation types will be used on at least four (out of the 18) buildings in the development. Garage doors and driveways will be enhanced and treated. The maximum building height will be 2 ½ stories or 39'. Any windows on the second floor of the side elevations of Lots 8-9, Block A, and the rear elevations of Lots 24-29, Block A, will be opaque glass/privacy windows.

The development regulations include design standards to establish the Planned Development, including lot design criteria, garage setback, building height, screening, a no parking provision, and a tree planting regulation.

The request has been reviewed by the Technical Review Committee.

On December 6, 2016, the Planning and Zoning Commission tabled the request.

Since the Planning and Zoning Commission meeting on December 6, the applicant has reached out to the surrounding residents and modified the Concept Plan.

On January 3, 2017, the Planning and Zoning Commission recommended approval of the request, with the following recommendations: that Lots 8 and 9, Block A, have opaque windows on the second floor of the south facing side; to use the revised Concept Plan that was provided by the applicant; and for staff to work with the developer regarding the potential fire lane reconfiguration. The applicant has addressed all of these requests.

LEGAL NOTICES

Public Hearing Sign - November 23, 2016

Public Hearing Notices - November 23, 2016 and December 21, 2016

Newspaper Notice - January 5, 2017

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to Adopt Ordinance No. _____ to change the zoning from Shopping Center to a Planned Development for Townhome Residential, and adopt Development Regulations, a Concept Plan, Hardscape Plan, and Building Elevations for 10.839± acres generally located south of Stacy Road and east of Greenville Avenue, for Stacy Villas.

ATTACHMENTS:

Ordinance

Property Notification Map

Draft Minutes from the December 6, 2016 P&Z Meeting

Draft Minutes from the January 3, 2017 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 10.839± ACRE TRACT OF LAND IN THE JAMES T. ROBERTS SURVEY, ABSTRACT NO. 777 AND THE HENRY WETSEL SURVEY, ABSTRACT NO. 1026, PRESENTLY ZONED AS “SC” SHOPPING CENTER BY CHANGING THE ZONING TO CREATE “PD” PLANNED DEVELOPMENT NO. 126 WITH A BASE ZONING OF “TH” TOWNHOME RESIDENTIAL DISTRICT AND ADOPTING DEVELOPMENT REGULATIONS, A CONCEPT PLAN, HARDSCAPE 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 10.839± acre tract of land in the James T. Roberts Survey, Abstract No. 777 and the Henry Wetzel Survey, Abstract No. 1026 (“the Property”) described in “Exhibit A,” attached hereto and incorporated herein by reference, which is presently zoned as “SC” Shopping Center by changing the zoning to create “PD” Planned Development No. 126 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 (“ALDC”), as amended, except to the extent modified by the Development Regulations set forth below:

- A. BASE ZONING DISTRICT:** The Property shall be developed and used only in accordance with the “TH” Townhome Residential District standards of the ALDC, except as otherwise provided in this Ordinance.
- B. CONCEPT PLAN:** The Property shall be developed in substantial 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. LOT DESIGN CRITERIA:** The lot design criteria for the Property shall be as follows:

- (1) Lot Width: The minimum lot width shall be 25’.
- (2) Lot Area: The minimum lot area shall be 2,250 square feet.
- (3) Dwelling Unit Size: The minimum dwelling unit size shall be 1,300 square feet of air conditioned space.

D. GARAGE SETBACK: Not less than twenty (20) feet (to face of the structure).

E. BUILDING ELEVATIONS:

- (1) The residential units constructed on the Property shall be developed in general conformance with the materials (both in style and mix) and architectural style set forth in the Building Elevations attached hereto as Exhibit “C,” and incorporated herein by reference.
- (2) Each of the three elevation types shall be used on at least four (out of the 18) buildings in the development.
- (3) Garage doors shall be metal, patterned with a wood-like texture.
- (4) The driveways shall be treated with a decorative concrete aggregate, with one of the following finishes:
 1. Exposed Aggregate
 2. Stained Concrete
 3. Salt Finished Concrete
- (5) Any windows on a second floor of the side elevations of Lots 8-9, and the rear elevation of Lots 24 through 29, Block A, must be opaque glass/privacy window.

F. BUILDING HEIGHT: The maximum building height shall be thirty-nine (39) feet.

G. SCREENING: Screening on the Property shall be developed in general conformance with the Hardscape Plan attached hereto as Exhibit “D,” and incorporated herein by reference. No building permit shall be issued until the fence permit has been issued and construction of the screening wall has commenced. 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 and conforms to the Hardscape Plan and other applicable city ordinances.

H. NO PARKING: No on-street parking is allowed on the Property except where designated head-in parking is provided or anywhere that on-street parking is otherwise authorized by the Fire Marshal. Areas where on-street parking is prohibited must be marked by curb striping indicating “No Parking.”

I. TREE PLANTING: No fewer than two (2) shade trees (as defined in Appendix C of the ALDC) with a trunk diameter of not less than three (3) caliper inches at time of planting, shall be planted for each dwelling unit within the Property for which a building permit has been issued. At least one of the required shade trees must be planted on each lot, with the remaining required shade tree to be planted either on the lot with the dwelling unit or within the open space areas of the Property. The Director of Community Development shall have the authority to withhold final inspections of buildings constructed on the Property if it is determined that the required number of shade trees has not been planted as of

the date of the suspension. Such suspension shall be lifted upon determination by the Director of Community Development that the required by number of shade trees has been planted.

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 24TH DAY OF JANUARY 2017.

APPROVED:

Stephen Terrell, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY

Shelley B. George, TRMC, CITY SECRETARY

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land situated in the James T. Roberts Survey, Abstract No. 777 and the Henry Wetsel Survey, Abstract No. 1026, in the City of Allen, Collin County, Texas, and being part of a called 15.918-acre tract of land described in deed to H3H, LLC, recorded in Instrument Number 20110309000257440, of the Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod found on the easterly right-of-way line of Greenville Avenue (State Highway No. 5), a 100' right-of-way for the southwest corner of said 15.918-acre tract and being the beginning of a non-tangent curve to the right having a central angle of 03°23'06", a radius of 5037.99 feet, a chord bearing and distance of North 24°10'44" East, 297.59 feet;

THENCE in a northeasterly direction, with said curve to the right, along the easterly right-of-way line of said Greenville Avenue, and along the westerly line of said called 15.918-acre tract, an arc distance of 297.63 feet to a point for corner;

THENCE departing the easterly right-of-way line of said Greenville Avenue and crossing said called 15.918-acre tract, the following courses:

South 64°24'47" East, a distance of 257.73 feet to a point for corner;

North 30°20'27" East, along the southeasterly line of Lot 6, Block A, Allen Center North Addition, an addition to the City of Allen according to the plat thereof recorded in Volume 2016, Page 358 of the Plat Records of Collin County, Texas, a distance of 416.40 feet to a point at the beginning of a tangent curve to the right having a central angle of 12°10'37", a radius of 98.00 feet, a chord bearing and distance of North 36°25'46" East, 20.79 feet;

In a northeasterly direction, with said curve to the right, continuing along the southeasterly line of said Lot 6, an arc distance of 20.83 feet to a point at the beginning of a reverse curve to the left having a central angle of 12°10'37", a radius of 102.00 feet, a chord bearing and distance of North 36°25'46" East, 21.64 feet;

In a northeasterly direction, with said curve to the left, continuing along the easterly line of said Lot 6, an arc distance of 21.68 feet to a point for corner;

North 30°20'27" East, continuing along the southeasterly line of said Lot 6 and along the southeasterly line of Lot 1, Block A, Allen Center North Addition an addition to the City of Allen according to the plat thereof record in Cabinet 2009, Page 389 of the Plat Records of Collin County, Texas, a distance of 58.29 feet to a point for corner;

South 89°43'32" East, departing the southeasterly line of said Lot 1, a distance of 498.82 feet to a point for corner on the easterly line of said called 15.918-acre tract, same being the westerly line of Stacy Road Pump Station, an addition to the City of Allen according to the plat thereof recorded in Cabinet G, Page 91 of said Plat Records;

THENCE South 00°16'28" West, along the easterly line of said called 15.918 acre tract and along the westerly line of said Stacey Road Pump Station, a distance of 339.19 feet to a point for corner at the southwest corner of said Stacey Road Pump Station, being the southerly line of said called 15.918 acre tract, same being on the northerly line of Silhouette, Phase 1, an addition to the City of Allen according to the plat thereof record in Cabinet R, Page 45, Map Records of Collin County, Texas;

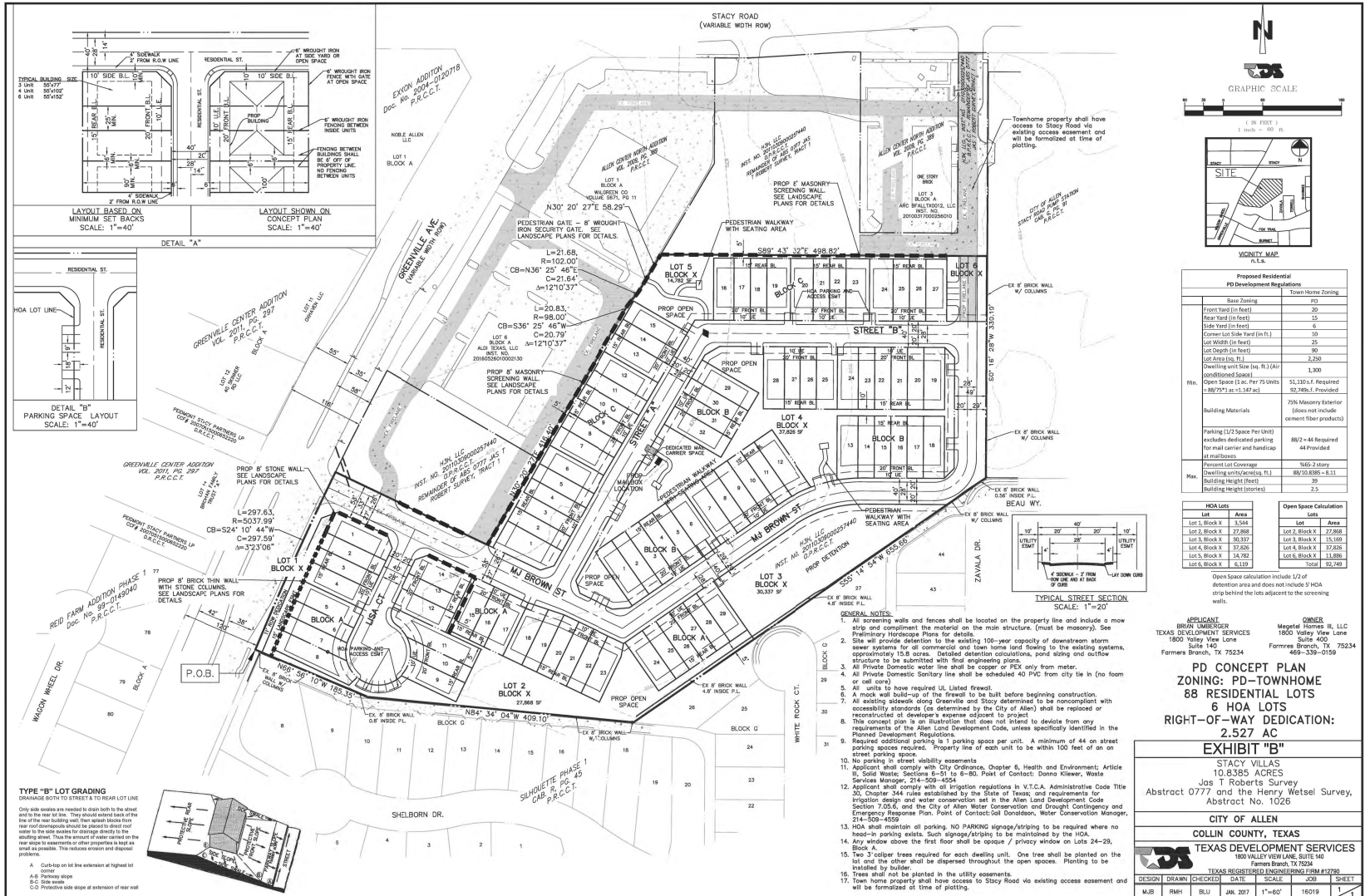
THENCE along the southerly line of said called 15.918-acre tract and along the northerly line of said Silhouette, the following:

South 55°14'54" West, a distance of 655.66 feet to a point for corner;

North 84°34'04" West, a distance of 409.10 feet to a point for corner;

North 66°56'10" West, a distance of 185.35 feet to the **POINT OF BEGINNING** and containing 10.839 acres (472,129 sq. ft.) of land, more or less.

EXHIBIT "B"
CONCEPT PLAN



Proposed Residential PD Development Regulations

Base Zoning	Town Home Zoning
PD	PD
Front Yard (in feet)	20
Rear Yard (in feet)	15
Side Yard (in feet)	6
Common Side Yard (in feet)	10
Lot Width (in feet)	25
Lot Depth (in feet)	2,250
Lot Area (sq. ft.)	1,300
Dwelling unit Size (sq. ft.) (Air conditioned Spaces)	51,110 ± ft. Required 92,749 ± ft. Provided
Open Space (1 ac. Per 75 Units - 88,750 ± ac ± 1.147 ac)	75% Masonry Exterior (does not include cement fiber products)
Building Materials	88/2 = 44 Required 44 Provided
Parking (1/2 Space Per Unit) includes dedicated parking for mail carrier and handicapped	565-2 story
Dwelling units (Acres, ft.)	88/10,835 ± 8.11
Building height (feet)	39
Building height (stories)	2.5

HOA Lots

Lot	Area
Lot 1, Block X	3,544
Lot 2, Block X	27,868
Lot 3, Block X	30,337
Lot 4, Block X	37,826
Lot 5, Block X	34,782
Lot 6, Block X	6,122
Total	92,749

Open Space Calculation

Lot	Area
Lot 2, Block X	27,868
Lot 3, Block X	30,337
Lot 4, Block X	37,826
Lot 5, Block X	34,782
Lot 6, Block X	6,122
Total	92,749

Open Space calculation includes 1/2 of detention area and does not include 2 HOA strip behind the lots adjacent to the screening walls.

APPLICANT:
BROWN UNDERGRASS
TEXAS DEVELOPMENT SERVICES
1800 Valley View Lane
Suite 140
Farmers Branch, TX 75234

OWNER:
Maple Homes II, LLC
1800 Valley View Lane
Suite 400
Farmers Branch, TX 75234
469-338-0159

PD CONCEPT PLAN
ZONING: PD-TOWNHOME
88 RESIDENTIAL LOTS
6 HOA LOTS
RIGHT-OF-WAY DEDICATION:
2,527 AC
EXHIBIT "B"
STACY VILLAS
10.8365 ACRES
Abstract 0777 and the Henry Wetzel Survey,
Abstract No. 1026

CITY OF ALLEN
COLLIN COUNTY, TEXAS
TEXAS DEVELOPMENT SERVICES
1800 VALLEY VIEW LANE, SUITE 140
FARMERS BRANCH, TX 75234
TEXAS REGISTERED ENGINEERING FIRM #12780

DESIGN: RMH **DRAWN: BLU** **CHECKED: JMB** **DATE: JUN 2017** **SCALE: 1"=60'** **SHEET: 1**



ELEVATION A

THIS RENDERING IS CONCEPTUAL ONLY AND SUBJECT TO CHANGE



SHELDON

MACKENZIE

HOLBROOK

MACKENZIE

SHELDON

EXHIBIT "C" BUILDING ELEVATIONS



ELEVATION B

THIS RENDERING IS CONCEPTUAL ONLY AND SUBJECT TO CHANGE



EXHIBIT "C"
BUILDING ELEVATIONS cont.



ELEVATION C

THIS RENDERING IS CONCEPTUAL ONLY AND SUBJECT TO CHANGE



SHELDON

MACKENZIE

HOLBROOK

MACKENZIE

SHELDON

EXHIBIT "C"
BUILDING ELEVATIONS cont.



SIDE VIEWS

THIS RENDERING IS CONCEPTUAL ONLY AND SUBJECT TO CHANGE



SHELDON - LEFT END



SHELDON - RIGHT END

EXHIBIT "C"
BUILDING ELEVATIONS cont.



REAR VIEW

THIS RENDERING IS CONCEPTUAL ONLY AND SUBJECT TO CHANGE



SHELDON

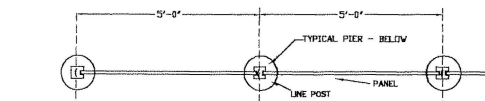
MACKENZIE

HOLBROOK

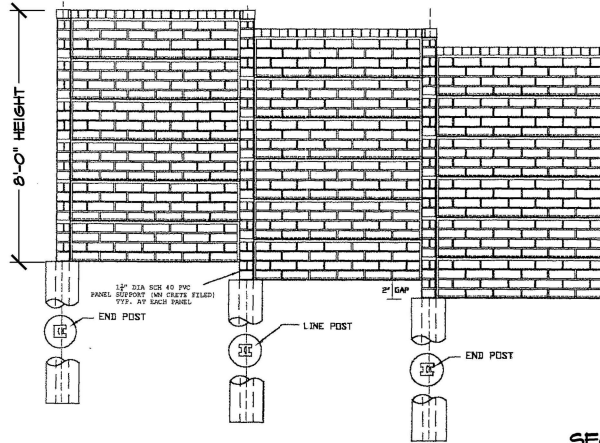
MACKENZIE

SHELDON

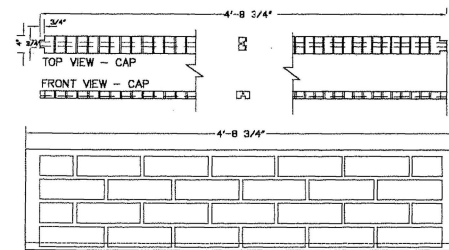




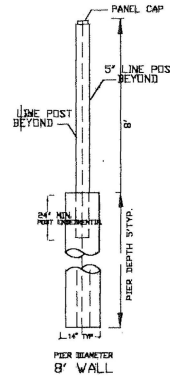
PLAN - 8' HEIGHT SCREEN WALL



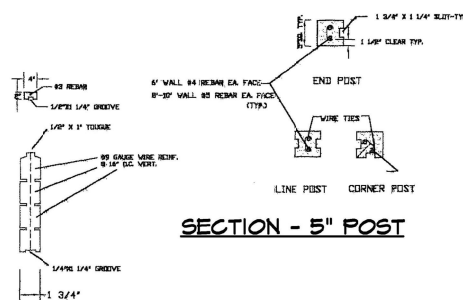
ELEVATION - 8' HEIGHT SCREEN WALL



DETAILS - BRICKCRETE WALL PANEL & CAP



SECTION - 8' SCREENWALL POST



SECTION - 5' POST

SPECIFICATIONS AND NOTES

GENERAL:

1. This project has been designed in accordance with the Uniform Building Code, 1997 Edition.

Applied loads:

- a. Wind Velocity V 100mph
- b. Exposure C_e 0.40
- c. Pressure Coefficient C_p 1.40
- d. Pressure Q 19.8
- e. Importance Factor I_w 1.0
- f. Wind pressure $P = 0.62(1.40)19.8 = 17.19$ psf
- g. Moving Design Stress WMS 135 %
- h. Seismic Design Zone 0

2. Product to be manufactured by PremierCrete Products, LLC.
MPCR Certified Plant:
 Address: 9534 Industrial Rd Justin, Texas 76247
 Phone: 972-445-6658

3. Screening wall is to be constructed entirely on the project property.

Colors:

- a. Post and panels shall be integrally colored.
- b. Color shall be selected by owner.

Concrete:

Concrete Materials:

- a. Concrete shall be normal weight concrete having sand and gravel or crushed stone aggregates. Mixed with ASTM-C150, type I or II portland cement to meet the minimum compressive strength as follows:
 - 1. Panels & posts: 3000 psi at 28 days.
 - 2. Footings & piers: 3000 psi at 28 days.
- b. Water used for concrete shall be clean water and free from injurious amounts of oils, acids, alkalis, organic or other deleterious substances.
- c. All concrete permanently exposed to the weather shall contain an air-entraining admixture resulting in 3 to 6 percent entrained air or recommended by the manufacturer.

Concrete Workmanship:

- a. Fresh poured concrete shall be tamped into place steel rammer, slicing tools or mechanical vibrator, until concrete is thoroughly compact and without void.
- b. Excavation for footing shall be on undisturbed soil or to the depth noted on the drawings. Leave the bottom bearing surface clean and smooth. If footing excavations are made deeper than intended, only concrete shall be used for fill. Remove all loose material from excavations prior to concrete pour.

Reinforcement:

Reinforcing materials:

- a. Deformed type bars shall conform to ASTM-A 615. Grade 60 placed as shown on the drawings.
- b. Steel reinforcing wire shall meet U.S. Steel Wire gauge, ASTM-A 65. 7 x 70,000 psi min galvanized.
- c. All ties and stirrups shall conform to the requirements of ASTM-A 615, grade 40.
- d. All wire mesh shall be 9 gauge galvanized having 3 horizontal bars and 4 vertical on 16 inch centers.

Reinforcing Workmanship:

- a. Reinforcement steel shall be fabricated in accordance with the CSI Standard Detail. Reinforcing bars shall be cold-bent only. Use of heat to bend reinforcement steel shall be cause for rejection.
- b. Reinforcement steel bars and wire fabric shall be thoroughly cleaned before placing and again before the concrete is placed. Shall be accurately positioned and secured in place. No brick or porous materials may be used to support the steel off the ground.
- c. Install all reinforcement with the following clearances between reinforcing steel and face of concrete:
 - 1. Footing, pier or beam bottom (3")
 - 2. Earth-formed pier or beam side (2")
 - 3. Formed footing, pier or beam sides, exposed (1")
 - 4. Precast exposed to weather: panels (3/4"), posts (1 1/4")
- d. Splices within continuous unscheduled reinforcing steel shall have a minimum lap of 36 bar diameters.

Notes:

- 1. Footing size is based on the following minimum soil properties:
 - a. soil compaction 90 % std. proctor
 - b. bearing capacity 1,500 psf
 - c. frictional resistance 250 psf
 - d. lateral bearing 100 psf/ft of depth.

STACY VILLAS Allen, Texas
 8'-0" HT. BRICKCRETE SCREENING WALL

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

STUDIO 13
 DESIGN GROUP

Studio 13 Design Group, PLLC.
 386 W. Main Street
 Lewisville, Texas 75057
 469-635-1900

TBAE Firm #R843

Exhibit D
 C2 of 5

EXHIBIT "D"
 HARDSCAPE PLAN cont.

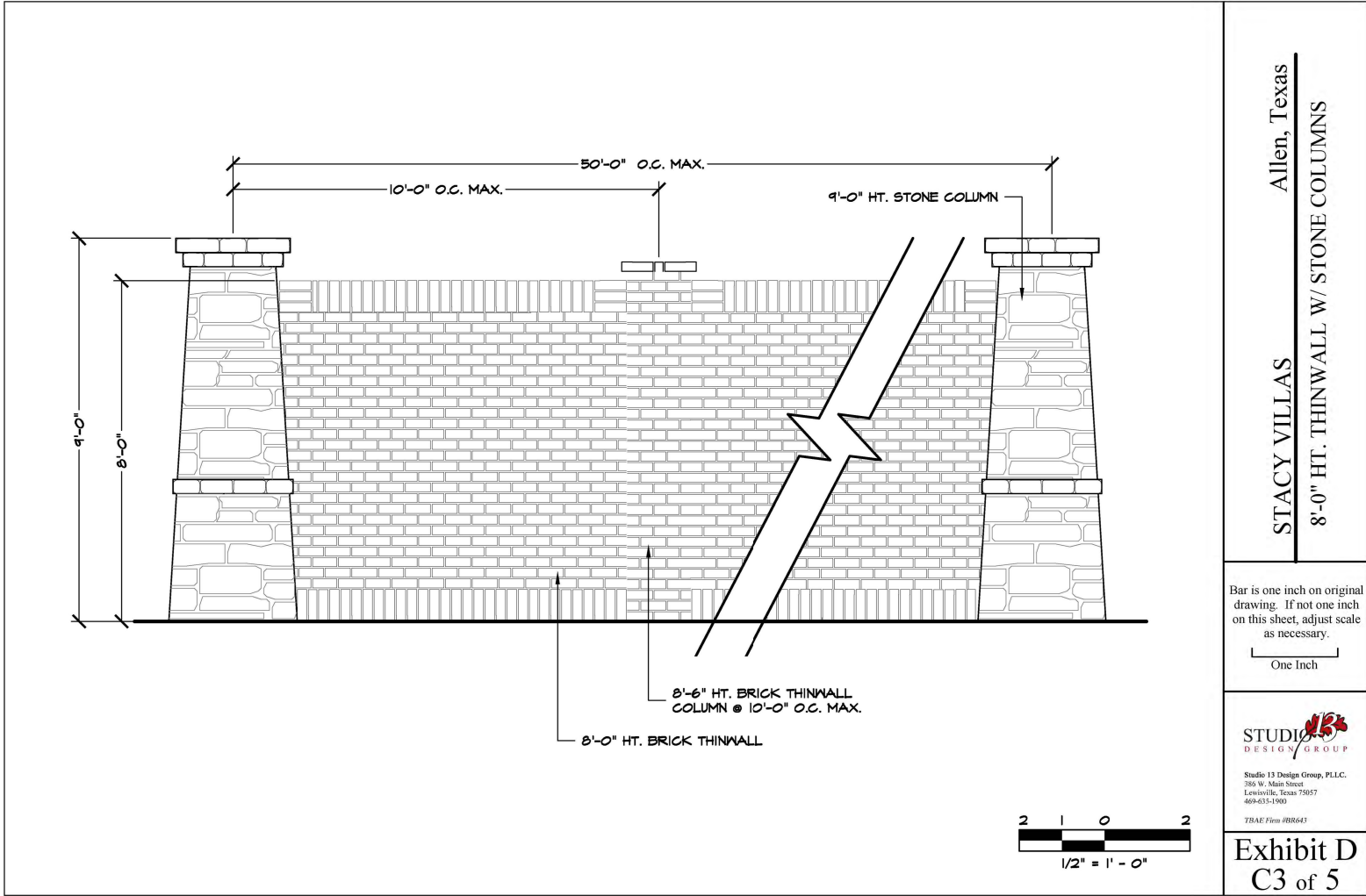


EXHIBIT "D"
HARDSCAPE PLAN cont.

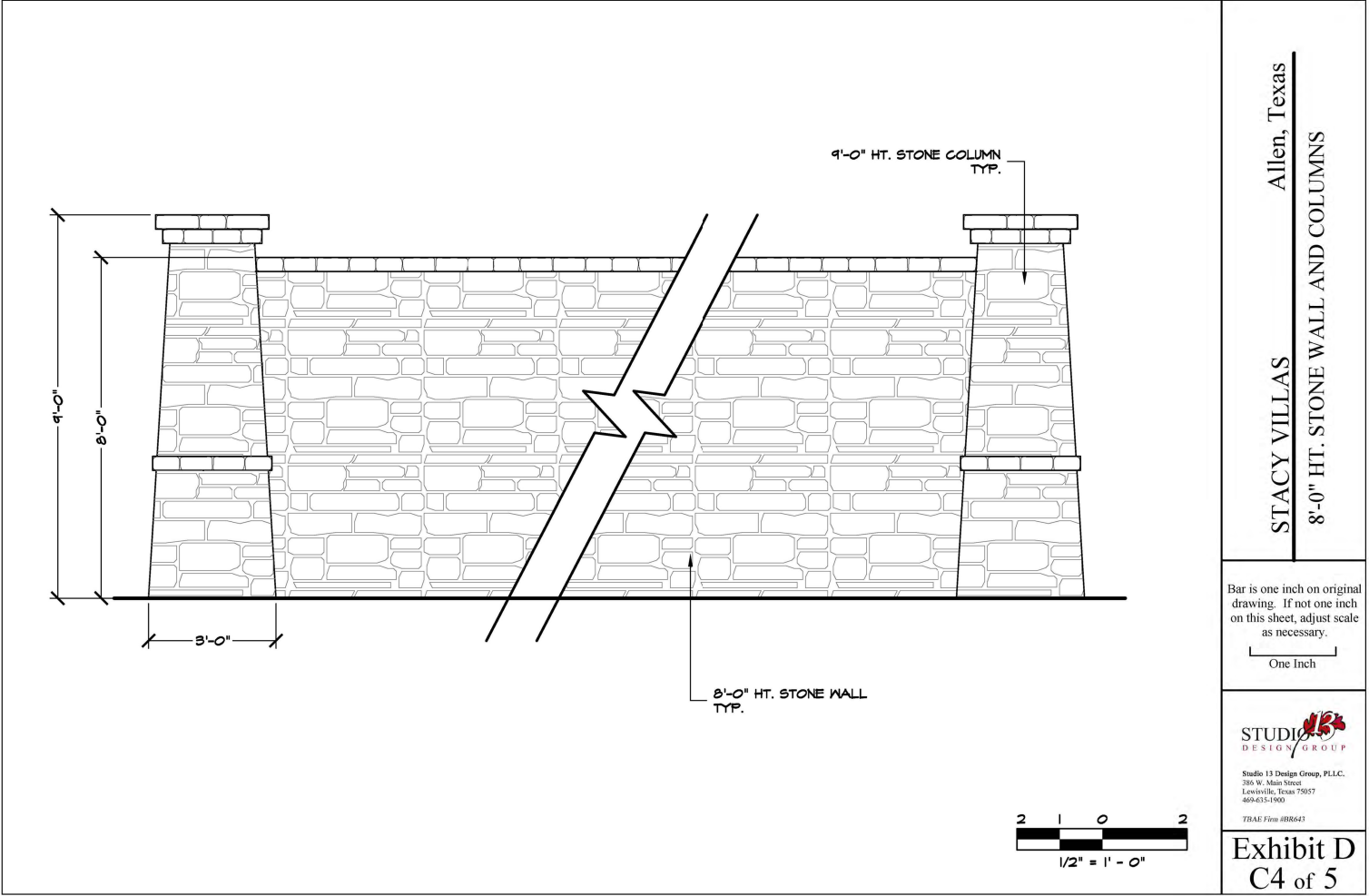


EXHIBIT "D"
HARDSCAPE PLAN cont.

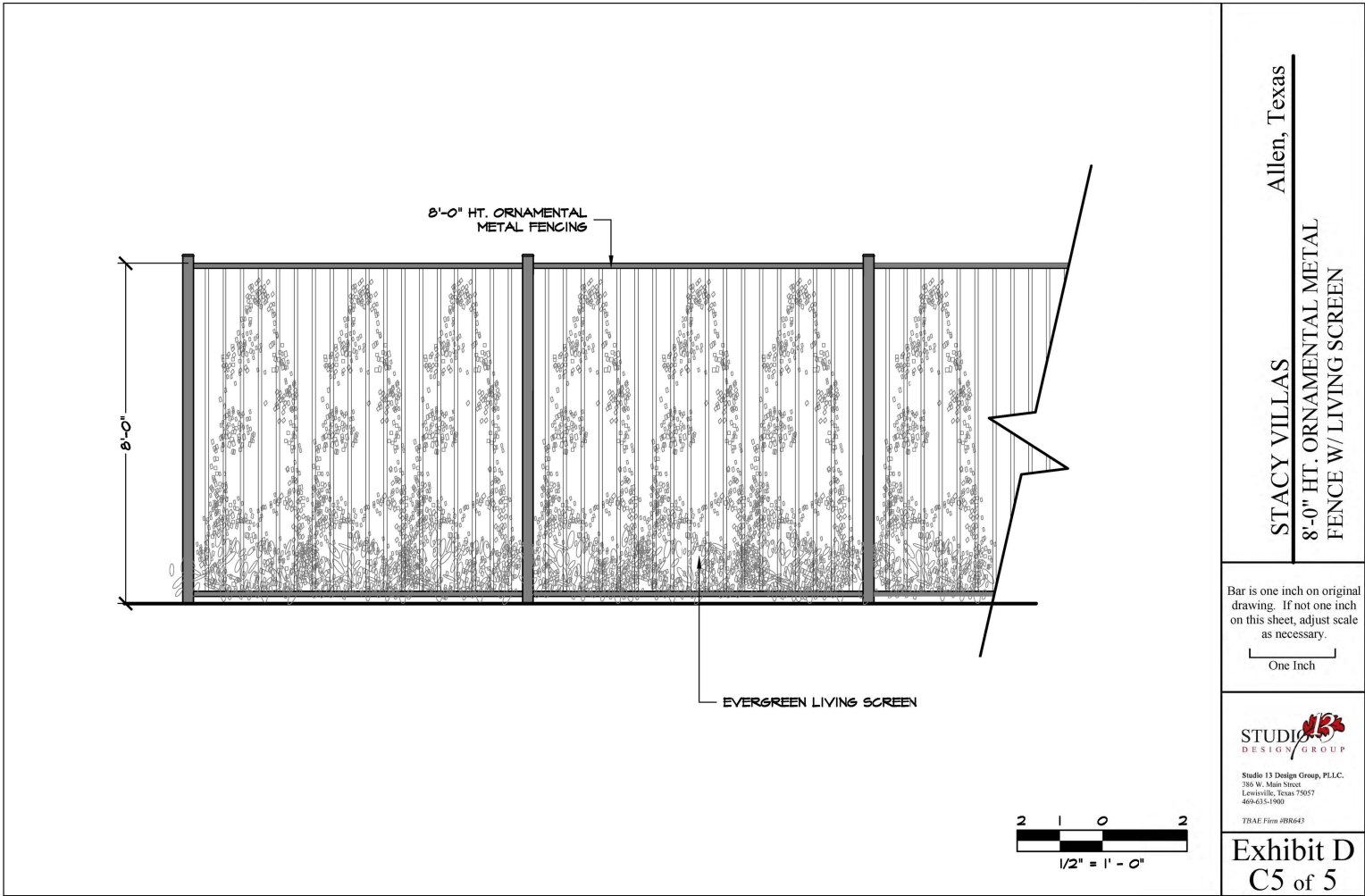
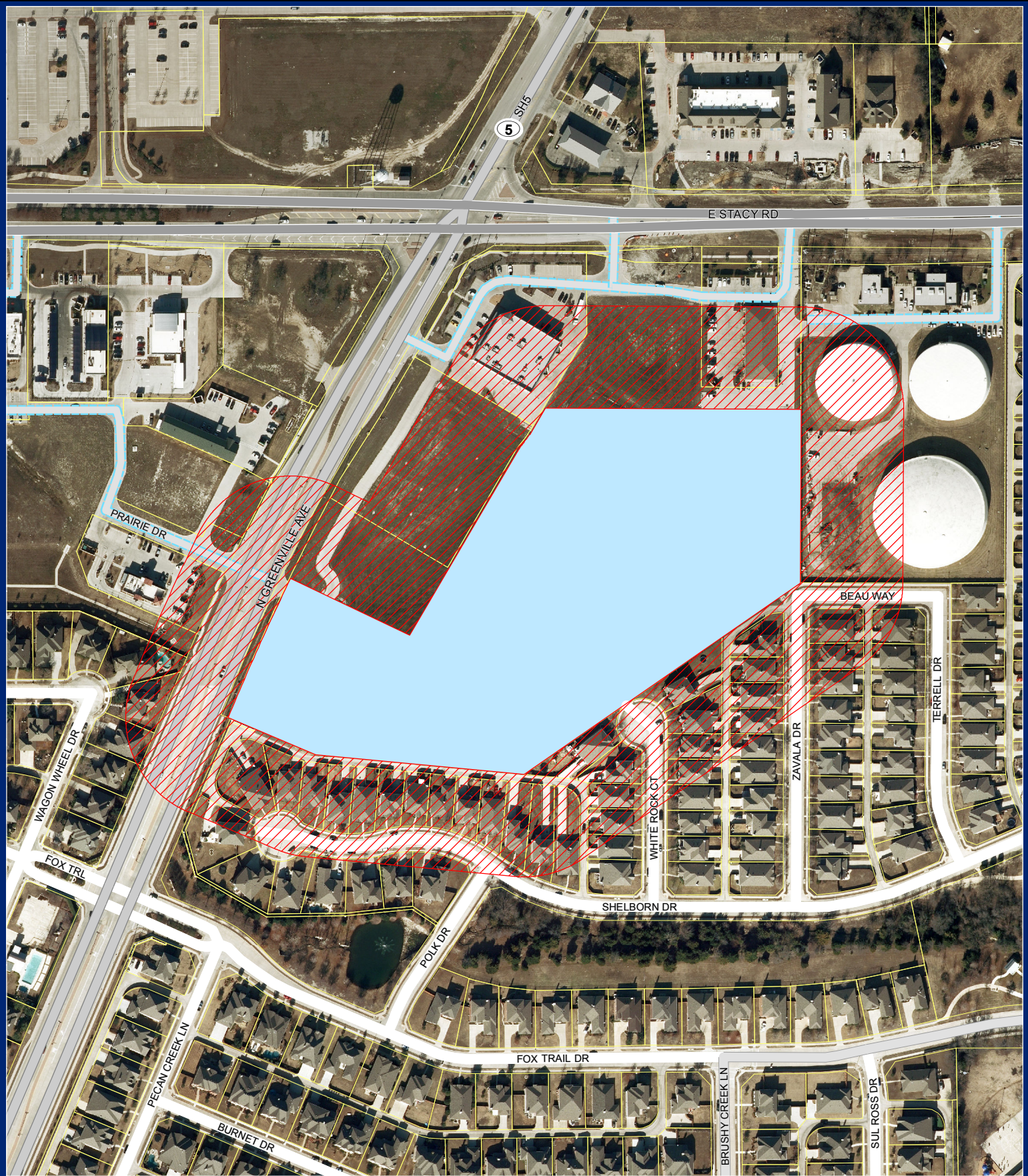


EXHIBIT "D"
HARDSCAPE PLAN cont.



Property Ownership Notification

Stacy Villas

Map Legend

<all other values>

PARCELTYPE

ABSTRACT

COA

RESIDENTIAL

200' Notification Buffer

Railroad

Public Rezone

CollinCAD Parcels

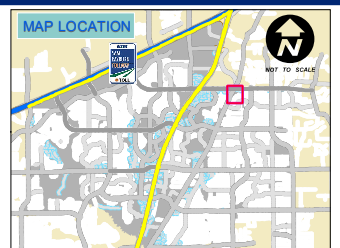


0 80 160 240
Feet

Community Development - GIS

Date Saved: 11/2/2016

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



December 6, 2016 Planning and Zoning Commission Meeting Minutes

Public Hearing – Conduct a Public Hearing and consider a request to change the zoning of 10.839± acres located in the Jas T. Roberts Survey, Abstract No. 777 and the Henry Wetsel Survey, Abstract No. 1026; generally located south of Stacy Road and east of Greenville Avenue, from Shopping Center “SC” to a Planned Development for Townhome Residential “TH”, and adopt Development Regulations, a Concept Plan, Hardscape Plan, and Building Elevations. (Z-9/16-16-87) [Stacy Villas]

Acting Chair Trahan stated that this item would be tabled upon a request by the Developer. Acting Chair Trahan stated that the Stacy Villas’ Developer would like to have further discussion with the adjacent homeowners. Acting Chair Trahan said that all surrounding properties would be re-notified of the item being tabled to the January 3, 2017, Planning and Zoning Commission Regular Meeting.

Motion: Upon a motion by Commissioner Ogrizovich, and a second by Commissioner Hollingsworth, the Commission voted 4 IN FAVOR, and 0 OPPOSED to table the request to change the zoning of 10.839± acres located in the Jas T. Roberts Survey, Abstract No. 777 and the Henry Wetsel Survey, Abstract No. 1026; generally located south of Stacy Road and east of Greenville Avenue, from Shopping Center “SC” to a Planned Development for Townhome Residential “TH”, and adopt Development Regulations, a Concept Plan, Hardscape Plan, and Building Elevations, date certain to the January 3, 2017, Planning and Zoning Commission Meeting. (Z-9/16-16-87) [Stacy Villas]

The motion carried.

January 3, 2017, Planning and Zoning Commission Meeting Minutes

Tabled Item/Public Hearing – Conduct a Public Hearing and consider a request to change the zoning of 10.839± acres located in the Jas T. Roberts Survey, Abstract No. 777 and the Henry Wetsel Survey, Abstract No. 1026; generally located south of Stacy Road and east of Greenville Avenue, from Shopping Center SC to a Planned Development for Townhome Residential TH, and adopt Development Regulations, a Concept Plan, Hardscape Plan, and Building Elevations. (Z-9/16-16-87) [Stacy Villas]

Ms. Meredith Nurge, Planner, presented the item to the Commission. She stated that the item is a request to change the zoning from Shopping Center “SC” to a Planned Development for Townhome Residential “TH”. She said that the property is generally located south of Stacy Road and east of Greenville Avenue. The property to the north is zoned Shopping Center SC, and further north (across Stacy Road), is the Town of Fairview. The properties to the east are zoned Community Facilities CF and Single-Family Residential R-7. To the south, the property is zoned Single-Family Residential R-7. The properties to the west are zoned Shopping Center SC, and further west (across Greenville Avenue), zoned Shopping Center SC and Single-Family Residential R-5.

Ms. Nurge said that the property is currently zoned Shopping Center SC. The applicant is requesting to change the zoning by creating a Planned Development for a townhome development, and adopting Development Regulations, a Concept Plan, Hardscape Plan, and Building Elevations for the property.

Ms. Nurge said that staff received several letters of opposition; most of the letters were received before the item was tabled, at the previous Planning and Zoning Commission meeting. Ms. Nurge said that between the time that the item was tabled (on December 6, 2016) and the January 3, 2017, Planning and Zoning Commission Meeting, the applicant has reached out to the surrounding homeowners to address the concerns. Ms. Nurge said that the main concerns were as follows:

1. Additional traffic in the area
2. Increased school population
3. Privacy concerns
4. Decreased property values in the Silhouette subdivision.

Ms. Nurge said the Engineering Department is available to address any concerns regarding traffic. Ms. Nurge read from a letter that the City received from the Silhouette subdivision:

“The Board of Directors has determined that there are no foreseeable issues with the development of a townhome community nearby and this will not negatively effect property values for the Silhouette owners. We have been informed that all upstairs windows of the townhomes would be frosted glass to protect the privacy of Silhouette owners as well as new buyers in the developing community.”

Ms. Nurge said that Allen ISD had no concerns regarding school capacity from the Townhome Development.

Ms. Nurge presented the Concept Plan. The proposed residential development is approximately 10.839± acres. The Concept Plan shows a total of eighty-eight residential lots and six HOA lots. All lots have a minimum lot size of 25’X90’ (2,250 square feet) and will be front-entry with a minimum dwelling unit area of 1,300 square feet. The gross lot density equates to 8.11 units/acre.

Of the six HOA lots, four are open space lots. Open Space provided exceeds *ALDC* standards. Pedestrian walkways with seating areas are provided throughout the open space areas. Two 3” caliper shade trees are

required for each dwelling unit. A minimum of one tree will be planted on each dwelling unit, and the remaining shade tree will be planted either on the lot with the dwelling unit or within the open space areas of the property.

Ms. Nurge said that there are two primary access points into the development; one on Greenville Avenue, and one on Stacy Road through an Access, Utility, and Fire Lane Easement. Parking within the development will be provided through parking in the garage, driveway, and designated head-in parking areas. Parking along internal roadways is prohibited, and will be marked by curb striping indicating “No Parking.”

Ms. Nurge presented the Hardscape Plan which showed the screening for the property. Perimeter screening consists of an existing eight foot masonry (brick) screening wall on the southern and eastern portions of the property adjacent to the single-family development. An eight foot masonry (brick) screening wall will also be constructed along the northern and western portions of the property adjacent to the commercial lots. Screening on the western side of the development (and a small portion on the northern side of the development) will include an eight foot masonry (stone) wall. Interior screening will consist of six foot ornamental metal fencing.

Ms. Nurge said that staff is very pleased with the building elevations. She said that the primary building materials, shown on the three types of building elevations, are brick and stone with composition shingle roofing. Each of the three elevation types will be used on at least four (out of the 18) buildings in the development. Garage doors and driveways will be enhanced and treated. The maximum building height will be 2 ½ stories or 39’. Any windows on the second floor of the rear elevations of Lots 24-29, Block A, will be opaque glass/privacy windows.

Ms. Nurge then summarized the Development Regulations as follows:

- Base Zoning District: TH
- Concept Plan: The Property shall be developed in general conformance with the Concept Plan.
- Lot Design Criteria:
 - Minimum Lot Width: 25’
 - Minimum Lot Area: 2,250 sq. ft.
 - Minimum Dwelling Unit Size: 1,300 sq. ft. (air conditioned space)
- Garage Setback: 20’ (to face of structure)
- Building Elevations:
 - The Property shall be developed in general conformance to the Building Elevations.
 - Each of the three elevation types shall be used on at least four (out of the 18) buildings in the development.
 - Garage doors shall be patterned with a wood-like texture.
 - The driveways shall be treated with a decorative concrete aggregate, with one of the following finishes:
 1. Exposed Aggregate
 2. Stained Concrete
 3. Salt Finished Concrete
- Any windows on a second floor of the rear elevation of Lots 24 through 29, Block A, must be opaque glass/privacy window.
- Maximum Building Height: 39’
- Screening: Screening on the Property shall be developed in general conformance with the Hardscape Plan.

- No building permit will be issued until the fence permit has been issued and construction begun. No final inspections will be conducted until the screening has been completed.
- No Parking: No on-street parking is allowed on the Property except where designated head-in parking is provided or anywhere that on-street parking is otherwise authorized by the Fire Marshall. "No Parking" will be indicated by curb striping.

Ms. Nurge described how the parking is strategically placed around the development to allow for the parking to be evenly distributed.

- Tree Planting: A minimum of 2 shade trees shall be planted for each dwelling unit. At least one of the required shade trees must be planted on the lot. The remaining shade tree can either be planted on the lot or within the open space areas of the Property. The Director of Community Development can withhold final inspections until the required number of shade trees has been planted.

Steve Lenart, 520 E. Central Parkway Suite 104, Plano, Texas, Applicant, presented to the Commission. Mr. Lenart said he met with the adjacent homeowners to discuss their concerns. Mr. Lenart said he is working with the surrounding property owners on relocating the fire lane so that it connects to Lisa Court. He also said that he is willing to construct an 8' screening wall along MJ Brown Street. Mr. Lenart summarized the citizen's concerns, which were as follows:

1. Proximity to the Townhomes
2. School Capacity Issues
3. Traffic Concerns
4. Building Height and Street Lighting
5. Home Values/Rental Concerns

Mr. Lenart said that he has revised the PD Concept Plan to allow for more space between the proposed development and the Silhouette subdivision. He described how several of the lots have been shifted to allow for more open space. He also described how Lots 12, 13, and 14, Block A, may be rotated due to a potential change in the fire lane configuration. Mr. Lenart explained that the detention pond will be irrigated and landscaped, but will not have any active amenities. A sidewalk will be built along the right-of-way near the detention pond. Mr. Lenart showed a graphic explaining the distance from the Townhomes to the homes in the Silhouette subdivision. He also stated that opaque windows will be used to provide privacy to the Silhouette subdivision.

Mr. Lenart presented a report provided by Allen ISD to address the school capacity concerns. Mr. Lenart reviewed the estimated number of students that would be attending the surrounding schools. He said that the majority of the residents living in Stacy Villas would be empty nesters or young professionals. He reviewed the Allen ISD capacity report and said that he did not anticipate the schools being impacted.

Traffic concerns were discussed next. Mr. Lenart said the trips generated for the current Shopping Center zoning would be 4,150 trips per day and 4,875 trips per Saturday, if the subject property were to become a retail development. He explained that the trips generated by the townhome development, both for weekdays and Saturdays, were only 516 trips per day.

The maximum building height of the proposed development is 32'-9" in contrast to the maximum height of a commercial building that could be 45'.

The residential lighting is proposed to be 16' in height and would be LED full-cut off lights in which all of the light shines down.

The townhomes are estimated to be priced between \$290,000-mid \$300,000. Mr. Lenart stated that he does not feel comfortable with deed restrictions against rentals because of the legal concerns around enforcing the deed restrictions. He feels that the price of the townhomes will assist with the development in not becoming rental properties.

2nd Vice-Chair Platt asked for clarification regarding Lots 12, 13, and 14 being rotated.

Mr. Lenart said he is seeking staff level approval on the lots being rotated if the masonry screening wall along MJ Brown is not attainable.

Chairman Cocking said that this is a situation in which a fire lane is being shared by the residential property and the adjacent commercial property.

Mr. Lenart stated that they would need to adjust the lot lines.

Chairman Cocking reiterated that the request is to allow for staff to work with the applicant to adjust Lots 12, 13, and 14, Block A, to support the changing of the fire lane.

Chairman Cocking opened the Public Hearing.

Doug Galletti, 439 Deer Brooke Dr., Allen, Texas, spoke in favor of the request. He voiced concerns regarding traffic and traffic lights in the area.

Wendy Wilson, 1001 Shelborn Dr., Allen, Texas, spoke in opposition of the request. She voiced concerns regarding school capacity issues at Marrion Elementary and the ability for the school nurses to continue to treat students. She also voiced concerns regarding the increase in traffic both in Allen and in Fairview.

Sari Eljarrah, 1025 Shelborn Dr., Allen, Texas, spoke in opposition of the request. He voiced concerns regarding traffic in the area as well as density.

Christopher Carrigan, 1007 S. Shelborn Dr., Allen Texas, spoke in opposition of the request. He voiced concerns regarding parking in the area and the increase in noise and headlights. He also asked about adding more landscaping to assist with the lights and noise.

Hossam Hmimy, 1000 Shelborn Dr., Allen, Texas, spoke in opposition of the request. He voiced concerns regarding the capacity issues at the schools as well as an increase in traffic in the area.

Steve Bartels, 1711 White Rock Ct. Allen, Texas, spoke in opposition of the request. He commended the developer for reaching out to the citizens. He voiced school capacity concerns at Marrion Elementary and overall traffic concerns. He also voiced concerns regarding the potential for the townhomes becoming rental properties.

Chairman Cocking closed the Public Hearing.

Commissioner Ogrizovich asked if staff had communicated with Allen ISD and if the school district had any concerns regarding capacity issues.

Ms. Nurge said that she spoke with a representative of Allen ISD who said the school district is not concerned about the development.

Commissioner Orr asked about the traffic and ingress and egress.

Joseph Cotton, Assistant Director of Engineering, said that the development does not generate enough traffic to warrant a Traffic Impact Analysis (TIA). He said that a TIA was initially conducted when the General Development Plan (GDP) was approved. During the GDP process, the TIA revealed that the subject property would generate over 4,000 trips per day as a commercial property. Mr. Cotton stated that an inner local agreement was made between the City of Allen and the Town of Fairview for the expansion of Greenville Avenue at Stacy Road. He said that as of now, there are no plans to put in a traffic light at either of the entrances of the proposed development because of the close proximity to the Greenville Avenue and Stacy Road intersection. Mr. Cotton said that the completion of construction on US Highway 75 should assist with the traffic congestion in the area. Mr. Cotton said that ongoing discussions are occurring between the City of Allen and the Town of Fairview regarding traffic needs.

Chairman Cocking asked about the process for citizens to seek information regarding traffic lights to see if traffic lights could be added at intersections.

Mr. Cotton said that citizens could discuss traffic light concerns with him. He further explained that the initial TIA that was conducted during the GDP did not determine if any additional lights needed to be added; however, two deceleration lanes are being built, one of which will assist with turning into the proposed development. He said that there was never a plan install a light at MJ Brown Street at Greenville Avenue or Stacy Road.

Commissioner Mangrum voiced concerns regarding the unknowns about the 8' screening wall on Greenville Avenue and MJ Brown Street. She also said she was concerned with Lots 12, 13, and 14 being rotated to face Greenville Avenue. She asked about the parking spaces that are currently shown in the area.

Mr. Lenart said that an 8' masonry screening wall would be built adjacent to Greenville Avenue with the fire lane connecting to Lisa Court, if able. Mr. Lenart said that Lots 12, 13, and 14 would be rotated to avoid headlight visibility at night. He said that the parking spaces would be relocated.

Chairman Cocking summarized that the first option is to adjust the two fire lane drive aisles to a single fire lane drive aisle lining up with Lisa Court. However, if the developer is unable to get agreements from the other land owners to adjust the fire lane, then Lots 12, 13, and 14 would be shifted and an 8' masonry screening wall would be built.

1st Vice-Chair Trahan said that the proposed development is the best use of the property for the surrounding homeowners. He said that he would be in support of the proposed development providing that Lots 8, 9, 18-23, Block A, have the same opaque windows on the second floor facing the homeowners to the south as Lots 24-29.

Chairman Cocking said the distance between Lots 18-23 and the Silhouette neighborhood would be 90'-200'.

Mr. Lenart confirmed the location of Lots 8, 9, 18-23, Block A. He said that he was willing to change the windows to opaque on Lots 8 and 9, Block A, but asked for the windows on Lots 18-23 to remain because the units overlook open space and an 8' screening wall.

Commissioner Hollingsworth said that he appreciated the applicant reaching out to the surrounding homeowners.

2nd Vice-Chair Platt said that he agreed with 1st Vice-Chair Trahan regarding adding opaque windows on the second floor to Lots 8 and 9, Block A. He said there was enough distance between Lots 18-23, Block A, and the Silhouette subdivision to not add the opaque windows. He voiced concerns regarding the unknowns about the 8' screening wall on Greenville Avenue and MJ Brown Street. He believed that the proposed development was a better fit for the area than a retail center.

Chairman Cocking read the other citizen concern letters who did not speak during the public hearing.

The following residents submitted citizen responses:

- Wael El-Jarro, 1025 Shelborn Dr., Allen, Texas – Opposed
- Craig Healey, 1002 Shelborn Dr., Allen, Texas – Opposed
- Thuy Ngugen, 1004 Shelborn Dr., Allen, Texas – Opposed
- Jerry E. Hawkins, 1719 Zavala Dr., Allen, Texas – Opposed
- Steve Bartels, 1711 White Rock Ct., Allen, Texas – Opposed
- Hossam Hmimy, 1000 Shelborn Dr., Allen, Texas – Opposed
- Najwa El-Jarrah, 1000 Shelborn Dr., Allen, Texas – Opposed
- Wendy Wilson, 1001 Shelborn Dr., Allen, Texas – Opposed
- Christopher Crue, 1108 Burnett Dr., Allen, Texas – Opposed
- Irma Luna, 1718 Zavala Dr., Allen, Texas – Opposed
- Derek Barr, 1716 Zavala Dr., Allen, Texas – Opposed
- Dhnilo Dimafeux, 1712 White Rock Ct., Allen, Texas – Opposed
- Jerry Hawkins, 1712 White Rock Ct., Allen, Texas – Opposed
- Michelle Parsons, 1702 Terrell Dr., Allen, Texas – Opposed
- Chris Lawrence, 1730 Honey Creek Ln., Allen, Texas – Opposed
- Yijun Xiong, 1313 Rusk Dr., Allen, Texas – Opposed
- Mei Wang Yijun Xiong, 1324 Lamar Ln., Allen, Texas – Opposed
- Cory Schneider, 1707 Zavala Dr., Allen, Texas – Opposed
- Priscilla Ignaclo, 1701 White Rock Ct., Allen, Texas – Opposed
- Damion Foy, 1714 White Rock Ct., Allen, Texas – Opposed
- John Spencer, 1012 Burnet Dr., Allen, Texas – Opposed
- Jose S. Rohas, 1012 Shelborn Dr., Allen, Texas – Opposed

Chairman Cocking asked about the price per square foot of the proposed development.

Mr. Lenart said the price range is \$290,000-\$340,000 which equates to \$200 per square foot.

Chairman Cocking said that most of the homes in the Silhouette neighborhood are selling for \$95-\$100 per square foot.

Chairman Cocking said that another question that came up was regarding the townhomes becoming rental properties. He said that the only way in which deed restrictions can be enforced is if the neighbors sue the other neighbors. He said that deed restrictions are not managed by the City or the State, but by the Courts.

Chairman Cocking said that another question was regarding trees along Lots 24-29 to be used as screening.

Mr. Lenart said that there are a total 88 proposed lots with the requirement of 2 trees per lot. However, the townhomes will be front entry causing space constraints to accommodate the 2 trees per lot. Mr. Lenart said that there will be one tree per lot with the remainder of the trees planted throughout the open space areas and along Greenville Avenue. He said that lots 24-29 will have trees in the backyards to provide

screening. He said that there will be potentially more trees in the backyards than the front because of the space constraints in the front.

Chairman Cocking said that he understood that most of the concerns regarding the potential development are traffic, but that the proposed development will have significantly less traffic than a retail development. Chairman Cocking further stated that Allen ISD does not have any concerns regarding capacity issues. Chairman Cocking said that his concerns were alleviated. He asked about the timing regarding whether or if the fire lane will connect to Lisa Court or if an 8' screening wall would be built.

Mr. Lenart said that he was unsure regarding timing. He said he will construct an 8' masonry screening wall on the north side of Lisa Ct. and rotate Lots 12, 13, and 14. He said he was unsure if this issue would be resolved by the tentatively scheduled City Council date of January 24, 2017.

Chairman Cocking said that the decision would need to be made before a Preliminary Plat. Chairman Cocking asked staff regarding timing.

Bo Bass, Director of Community Development, said that the zoning must be approved to make a determination on timing. Mr. Bass said that staff is comfortable with including two potential options. He said that the first option is for the developer to construct an 8' screening wall on MJ Brown Street. He explained that there is not a way to add another access point into the proposed development because it would be too close to the intersection and median break. Mr. Bass said that staff has the authority, according to the ALDC, to rotate units in order to improve the quality of life of the residents as long as the number of units do not increase or decrease and primary access points do not change or substantially alter the circulation. Mr. Bass said that the rotation of the units would only occur if the two fire lanes are not able to be consolidated into one. Mr. Bass said that the applicant is being required to purchase the tract of land to the north as well as the vacant tract of land between Firestone and Walgreens. Mr. Bass said that he was comfortable with the Planning and Zoning Commission recommending that staff have the authority to make the decisions.

Kevin Laughlin, City Attorney, said that the ordinance would have optional language to allow for the fire lane issue to be resolved.

Mr. Bass said that the graphics for City Council will have both potential situations; the masonry screening walls between the fire lanes with the units rotated or the fire lanes connecting to Lisa Court.

Chairman Cocking said that he heard three potential addendums to the motion: the revised Concept Plan used in the applicant's presentation to be used as part of the recommendation; that Lots 8 and 9, Block A, have opaque windows on the second floor windows; and that staff would have the option of working through the resolution of the fire lane reconfiguration.

Mr. Laughlin recommended that the ordinance include those revisions.

Motion: **Upon a motion by 1st Vice-Chair Trahan, and a second by Commissioner Mangrum, the Commission voted 7 IN FAVOR, and 0 OPPOSED to approve the request to change the zoning of 10.839± acres generally located south of Stacy Road and east of Greenville Avenue, from Shopping Center "SC" to a Planned Development for Townhome Residential "TH", and adopt Development Regulations, a Concept Plan, Hardscape Plan, and Building Elevations for Stacy Villas, along with the three items of revision; that Lots 8 and 9, Block A, have opaque windows on the second floor of the**

south facing side; to use the revised Concept Plan that was provided by the applicant; and for staff to work with the developer regarding the potential fire lane reconfiguration.

The motion carried.

DRAFT