

**AGENDA
CITY OF ALLEN
CITY COUNCIL REGULAR MEETING
MAY 24, 2016 – 7:00 P.M.
COUNCIL CHAMBERS
ALLEN CITY HALL
305 CENTURY PARKWAY
ALLEN, TEXAS 75013**

Call to Order and Announce a Quorum is Present.

Pledge of Allegiance.

Public Recognition.

1. Citizens' Comments. *[The City Council invites citizens to speak to the Council on any topic not on the agenda or not already scheduled for Public Hearing. Prior to the meeting, please complete a "Public Meeting Appearance Card" and present it to the City Secretary. The time limit is three minutes per speaker, not to exceed a total of fifteen minutes for all speakers.]*
2. Administration of Oaths-of-Office and Presentation of Certificates-of-Election.

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

3. Approve Minutes of the May 10, 2016, Regular Meeting of the Allen City Council.
4. Approve Minutes of the May 17, 2016, Special Meeting for the Canvass of the General, Bond and Special Local Option Elections.
5. Adopt an Ordinance Approving a Negotiated Settlement Between the Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division Regarding the Company's 2016 Rate Review Mechanism (RRM) Filing.
6. Adopt a Resolution Supporting the Texas Department of Transportation Plan to Reconstruct Angel Parkway (FM 2551) from East Main Street to Parker Road as a Six Lane Divided Arterial.
7. Adopt a Resolution Approving the Allen Public Art Master Plan Update 2016

Establishing a Guide for Public Art in the City of Allen.

8. Authorize the City Manager to Negotiate and Execute an Interlocal Agreement with Dallas Area Rapid Transit (DART) for the Provision of Demand Response Transportation Services for the Elderly and Disabled.
9. Award Bid and Authorize the City Manager to Purchase a Point of Sale Hardware & Software System Including Three (3) Years of Maintenance & Support for Allen Event Center and Parks and Recreation Food & Beverage Services with Bypass Mobile, LLC in the Amount of \$197,453.
10. Authorize the City Manager to Purchase Four (4) Vehicle Replacements for the Allen Police and Fire Departments through the Buyboard Cooperative Purchasing Agreement for an Amount of \$114,804.70.
11. Authorize the City Manager to Execute an Annual Contract with G&K Services to Provide Rental and Purchase of Uniforms for the City of Allen through the Buyboard Cooperative Agreement with Two Optional One-Year Renewals for an Estimated Annual Expenditure of \$85,000.
12. Authorize the City Manager to Execute a Contract with Mural Art Studio in the Amount of \$50,000 for the Design, Fabrication, and Installation of Mosaic Enhancements at the New Ford Pool House.
13. Receive the Capital Improvement Program (CIP) Status Reports.
14. Receive the Summary of Property Tax Collections as of April 2016.

Regular Agenda.

15. Adopt a Resolution Establishing Rates and Fees for Commercial and Residential Solid Waste, Recycling, and Household Hazardous Waste Services.

Other Business.

16. Calendar.

May 30, June 6 & 13 - Summer Sounds Concert Series, Joe Farmer Recreation Center Amphitheater, 7 p.m.

17. 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.)

18. 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, May 20, 2016, at 5:00 p.m.

Shelley B. George, City Secretary

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

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

May 24, 2016

SUBJECT:

Administration of Oaths-of-Office and
Presentation of Certificates-of-Election.

STAFF RESOURCE:

Shelley B. George, City Secretary

BACKGROUND

According to Section 2.15 of the Allen City Charter, "the first meeting of each newly elected council, for induction into office, shall be held at the first regular meeting following its election"

The General Election of the Allen City Council was held on May 7, 2016. The Allen City Council conducted the Canvass of the Election on May 17, 2016, at which time the following were declared duly elected:

Councilmember Place No. 4: Robin L. Sedlacek

Councilmember Place No. 6: Baine Brooks

City Secretary Shelley George will administer the Oath-of-Office to each duly elected Councilmember and Mayor Terrell will present each with a Certificate-of-Election.

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

May 24, 2016

SUBJECT:Approve Minutes of the May 10, 2016,
Regular Meeting of the Allen City Council.**STAFF RESOURCE:**

Shelley B. George, City Secretary

ATTACHMENT

Minutes

ALLEN CITY COUNCIL

REGULAR MEETING

MAY 10, 2016

Present:

Stephen Terrell, Mayor

Councilmembers:

Gary L. Caplinger, Mayor Pro Tem

Kurt Kizer

Ross Obermeyer

Joey Herald

Robin L. Sedlacek

Baine Brooks

City Staff:

Peter H. Vargas, City Manager

Shelli Siemer, Assistant City Manager

Eric Ellwanger, Assistant City Manager

Shelley B. George, City Secretary

Teresa Warren, Director, Public and Media Relations Office

Rebecca Vice, Assistant to the City Manager

Pete Smith, City Attorney

Workshop Session

With a quorum of the Councilmembers present, the Workshop Session of the Allen City Council was called to order by Mayor Terrell at 6:25 p.m. on Tuesday, May 10, 2016, in the Council Conference Room of the Allen City Hall, 305 Century Parkway, Allen, Texas.

- Update Regarding Demand Response Transportation Services
- Committee Updates from City Council Liaisons
- Questions on Current Agenda

With no further discussion, the Workshop Session of the Allen City Council was adjourned at 7:05 p.m. on Tuesday, May 10, 2016.

Call to Order and Announce a Quorum is Present

With a quorum of the Councilmembers present, the Regular Meeting of the Allen City Council was called to order by Mayor Terrell at 7:09 p.m. on Tuesday, May 10, 2016, in the Council Chambers of the Allen City Hall, 305 Century Parkway, Allen, Texas.

Pledge of Allegiance

Public Recognition

1. Citizens' Comments.

Bonnie Borrello, 1722 Lancaster Gate, Allen, Texas 75013, spoke regarding new exhibits opening at the Depot Museum for the Allen Heritage Guild.

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

- Presentation of a Proclamation to Danielle Shubert, Event Chair for Relay for Life, Proclaiming May 21, 2016, as *"Relay for Life Day."*
- Presentation of a Proclamation to Allison Harper, Animal Control Supervisor with the City of Allen, Proclaiming May 15-21, 2016, as *"Bite Prevention Week."*
- Presentation of a Proclamation to Stephen Massey, Director of Community Services with the City of Allen, Proclaiming May 15-21, 2016, as *"Public Works Week."*

3. Annual Report by Greg Roemer, President of Community Waste Disposal, Inc. (CWD).

Consent Agenda

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

- 4. Approve Minutes of the April 26, 2016, Regular Meeting of the Allen City Council.**
- 5. Motion to Reappoint Dr. Joe Farmer to the North Texas Municipal Water District Board as a Representative for the City of Allen for a Two-Year Term Effective June 1, 2016, through May 31, 2018.**
- 6. Adopt an Ordinance Amending the Code of Ordinances, Chapter 9, 'Motor Vehicles and Traffic,' Amending the Maximum Prima Facie Speed Limit on Montgomery Boulevard from Bethany Drive to US 75 to 35 miles per hour.**

ORDINANCE NO. 3376-5-16: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE CODE OF ORDINANCES, BY AMENDING CHAPTER 9, "MOTOR VEHICLES AND TRAFFIC," ARTICLE V, "OPERATION OF VEHICLES," DIVISION 2, "SPEED REGULATIONS," SECTION 9-135(a), TO AMEND THE MAXIMUM PRIMA FACIE SPEED LIMIT FOR MONTGOMERY BOULEVARD FROM BETHANY DRIVE TO US 75 WITHIN THE CORPORATE LIMITS OF THE CITY OF ALLEN; PROVIDING FOR A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

- 7. Adopt an Ordinance Amending the Code of Ordinances, Chapter 8 to add Article II 'Alcoholic Beverages,' Prohibiting the Sale of Alcoholic Beverages Near Churches, Schools, and Hospitals.**

ORDINANCE NO. 3377-5-16: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING CHAPTER 8 OF THE CODE OF ORDINANCES OF THE CITY OF ALLEN, TEXAS, BY ADDING ARTICLE II, "ALCOHOLIC BEVERAGES"; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE;

PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

8. **Approve the Recommendation from the Tax Increment Financing (TIF) Reinvestment Zone Number One (Garden District) Board of Directors Relating to Payments to Watters Creek Owner, LLC, from the TIF Fund in the Amount of \$657,994.74 from the City Tax Increment, \$125,318.72 from the County Tax Increment, and a Payment to the City from the TIF Fund in the Amount of \$15,000 for Administrative Support.**
9. **Receive the Investment Report for the Period Ending March 31, 2016.**
10. **Receive the Unaudited Financial Report for the Period Ending March 31, 2016.**

The motion carried.

Councilmember Obermeyer along with the entire City Council expressed appreciation to Dr. Farmer for his service to the City of Allen by serving on the North Texas Municipal Water District Board.

Regular Agenda

11. **Conduct a Public Hearing and Adopt an Ordinance for Specific Use Permit SUP No. 147 for an Approximate 5,474 Square Foot Portion of a Building Located at 604 W. Bethany Drive, Suite 200 for a Dance/Martial Arts Studio Use [Plano Dance Theater].**

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

With no one speaking, Mayor Terrell closed the public hearing.

ORDINANCE NO. 3378-5-16: 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. 147 TO ALLOW A 5,474± SQUARE FOOT PORTION OF THE BUILDING LOCATED ON LOT 3, BLOCK 1, ALLEN TECH CENTER ADDITION, CITY OF ALLEN, TEXAS (ALSO KNOWN AS 604 W. BETHANY DRIVE, SUITE 200) PRESENTLY ZONED PLANNED DEVELOPMENT NO. 68 FOR CORRIDOR COMMERCIAL “CC” TO BE USED FOR A DANCE/MARTIAL ARTS STUDIO USE; PROVIDING 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.

MOTION: Upon a motion made by Councilmember Sedlacek and a second by Councilmember Herald, the Council voted seven (7) for and none (0) opposed to adopt Ordinance No. 3378-5-16, as previously captioned, for Specific Use Permit SUP No. 147 for a Dance/Martial Arts Studio use for the property located at 604 W. Bethany Drive, Suite 200, for the Plano Dance Theater. The motion carried.

Other Business

12. Calendar.

- May 17 – Canvass of the General, Bond and Special Local Option Elections; City Hall, 3:00 p.m.
- May 24 – City Council Reception, City Hall, 6:00 p.m.

13. Items of Interest.

- Councilmember Sedlacek encouraged the public to volunteer and attend the Change the World Allen weekend event sponsored by the Allen Ministerial Alliance on May 13-14.
- Council recognized Boy Scouts from Troop #1299 in attendance as a requirement in earning merit badges.
- Council recognized an American Heritage Girl from Troop #5413 in attendance.
- Council wished happy birthday to Mayor Pro Tem Caplinger and Ms. Warren.

Executive Session

The Executive Session was not held.

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 7:52 p.m. on Tuesday, May 10, 2016. The motion carried.

These minutes approved on the 24th day of May 2016.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

May 24, 2016

SUBJECT:

Approve Minutes of the May 17, 2016,
Special Meeting for the Canvass of the
General, Bond and Special Local Option
Elections.

STAFF RESOURCE:

Shelley B. George, City Secretary

ATTACHMENT

Minutes

**ALLEN CITY COUNCIL
SPECIAL CALLED MEETING
CANVASS OF THE ELECTION
MAY 17, 2016**

Present:

Stephen Terrell, Mayor

Councilmembers:

Gary L. Caplinger, Mayor Pro Tem
Kurt Kizer (absent)
Ross Obermeyer (absent)
Joey Herald (absent)
Robin L. Sedlacek
Baine Brooks

City Staff:

Peter H. Vargas, City Manager
Shelley B. George, City Secretary
Peter G. Smith, City Attorney (absent)
Shelli Siemer, Assistant City Manager
Eric Ellwanger, Assistant City Manager
Rebecca Vice, Assistant to the City Manager
Rocio Gonzalez, Senior Administrative Assistant

Call to Order and Announce a Quorum is Present

With a quorum of the Councilmembers present, the Special Called Meeting of the Allen City Council was called to order by Mayor Terrell at 3:00 p.m. on Tuesday, May 17, 2016, in the Council Chambers of the Allen City Hall, Allen Civic Plaza, 305 Century Parkway, Allen, Texas.

**Consider All Matters Incident and Related
to the General Election Held on May 7, 2016**

1. Canvass of Election Returns.

City Secretary Shelley George reviewed for the City Council the election returns for the City Council General Election of Councilmember Place Nos. 4 and 6. She distributed and reviewed handout materials including early voting totals, Election Day totals, and the combined Election Day totals. She also reviewed voting statistics including 55,569 registered voters and 4,503 total votes, which indicated a 8.1 % voter turnout. Votes cast by military overseas ballots (FPCA - Federal Post Card Application) and provisional ballots have been verified by the Early Voting Ballot Board and are included in the verified totals. The totals verified the following results:

	EARLY VOTES CAST	REGULAR VOTES CAST	TOTAL VOTES CAST
COUNCILMEMBER PLACE NO. 4			
BILLY HANCHETT	449	214	663
ROBIN L. SEDLACEK	1,910	984	2,894
COUNCILMEMBER PLACE NO. 6			
TABASSUM "MUNIA" AHMAD	232	182	414
BAINE BROOKS	2,393	1,225	3,618

2. Adopt a Resolution Declaring the Results of the General Election for City Councilmembers.

RESOLUTION NO. 3379-5-16(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, DECLARING THE RESULTS OF THE GENERAL ELECTION OF THE CITY OF ALLEN HELD MAY 7, 2016, FOR CITY COUNCILMEMBERS; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Upon a motion by Councilmember Sedlacek and a second by Councilmember Brooks, the Council voted four (4) for and none (0) opposed to approve Resolution No. 3379-5-16(R), as previously captioned, declaring the results of the May 7, 2016, General Election. The motion carried.

**Consider All Matters Incident and Related
to the Bond Election Held on May 7, 2016**

3. Canvass of Election Returns.

City Secretary Shelley George reviewed for the City Council the election returns for the City of Allen Bond Election. Votes cast by military overseas ballots (FPCA - Federal Post Card Application) and provisional ballots have been verified by the Early Voting Ballot Board and are included in the verified totals. The totals verified the following results:

	EARLY VOTES CAST	REGULAR VOTES CAST	TOTAL VOTES CAST
<u>PROPOSITION NUMBER 1: "THE ISSUANCE OF \$24,445,000 GENERAL OBLIGATION BONDS FOR PUBLIC SAFETY FACILITIES, INCLUDING FIRE STATIONS AND A POLICE TRAINING FACILITY"</u>			
FOR	2,469	1,306	3,775
AGAINST	418	230	648

	EARLY VOTES CAST	REGULAR VOTES CAST	TOTAL VOTES CAST
<u>PROPOSITION NUMBER 2: "THE ISSUANCE OF \$27,000,000 GENERAL OBLIGATION BONDS FOR PARK AND RECREATIONAL FACILITIES"</u>			

FOR	2,259	1,268	3,527
AGAINST	620	274	894

PROPOSITION NUMBER 3: "THE ISSUANCE OF \$16,045,000 GENERAL OBLIGATION BONDS FOR MUNICIPAL LIBRARY FACILITIES"

FOR	2,177	1,168	3,345
AGAINST	695	360	1,055

PROPOSITION NUMBER 4: "THE ISSUANCE OF \$23,890,000 GENERAL OBLIGATION BONDS FOR STREET IMPROVEMENTS"

FOR	2,524	1,347	3,871
AGAINST	365	189	554

PROPOSITION NUMBER 5: "THE ISSUANCE OF \$1,770,000 GENERAL OBLIGATION BONDS FOR PUBLIC ART PROJECTS"

FOR	1,542	868	2,410
AGAINST	1,327	655	1,982

4. Adopt a Resolution Declaring the Results of the Bond Election.

RESOLUTION NO. 3380-5-16(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD MAY 7, 2016.

MOTION: Upon a motion by Councilmember Sedlacek and a second by Councilmember Brooks, the Council voted four (4) for and none (0) opposed to approve Resolution No. 3380-5-16(R), as previously captioned, declaring the results of the May 7, 2016, Bond Election. The motion carried.

**Consider All Matters Incident and Related to the
Special Local Option Election Held on May 7, 2016.**

5. Canvass of Election Returns.

City Secretary Shelley George reviewed for the City Council the election returns for the City of Allen Special Local Option Election. Votes cast by military overseas ballots (FPCA - Federal Post Card Application) and provisional ballots have been verified by the Early Voting Ballot Board and are included in the verified totals. The totals verified the following results:

	EARLY VOTES CAST	REGULAR VOTES CAST	TOTAL VOTES CAST
<u>PROPOSITION NO. 1: THE LEGAL SALE OF ALL ALCOHOLIC BEVERAGES FOR OFF-PREMISE CONSUMPTION ONLY.</u>			
FOR	1,768	856	2,624
AGAINST	1,102	691	1,793

6. Adopt a Resolution Declaring the Results of the Special Local Option Election for the Purpose of Legalizing the Sale of All Alcoholic Beverages for Off-Premise Consumption Only.

RESOLUTION NO. 3381-5-16(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, DECLARING THE RESULTS OF THE SPECIAL LOCAL ELECTION OF THE CITY OF ALLEN HELD MAY 7, 2016, FOR THE PURPOSE OF LEGALIZING THE SALE OF ALL ALCOHOLIC BEVERAGES FOR OFF-PREMISE CONSUMPTION ONLY; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Upon a motion by Mayor Pro Tem Caplinger and a second by Councilmember Brooks, the Council voted four (4) for and none (0) opposed to approve Resolution No. 3380-5-16(R), as previously captioned, declaring the results of the Special Local Election of the City of Allen held May 7, 2016, for the purpose of legalizing the sale of all alcoholic beverages for off-premise consumption only. The motion carried.

Adjourn

MOTION: Upon a motion by Councilmember Brooks and a second by Councilmember Sedlacek, the Council voted four (4) for and none (0) opposed to adjourn the Special Called Meeting of the Allen City Council at 3:07 p.m. on Tuesday, May 17, 2016. The motion carried.

These minutes approved on the 24th day of May 2016.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: May 24, 2016

SUBJECT: Adopt an Ordinance Approving a Negotiated Settlement Between the Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division Regarding the Company's 2016 Rate Review Mechanism (RRM) Filing.

STAFF RESOURCE: Eric Ellwanger, Assistant City Manager

PREVIOUS COUNCIL ACTION: On June 11, 2013, City Council adopted an Ordinance approving Rate Schedule "RRM - Rate Review Mechanism" for Atmos Energy Corporation, Mid-Tex Division.

On May 26, 2015, City Council adopted an Ordinance approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex regarding the 2014 and 2015 RRM filings.

ACTION PROPOSED: Adopt an Ordinance Approving a Negotiated Settlement Between the Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division Regarding the Company's 2016 Rate Review Mechanism (RRM) Filing.

BACKGROUND

The City of Allen, along with other similarly situated cities served by Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). The Rate Review Mechanism ("RRM") Tariff was originally adopted by ACSC member cities in 2007 as an alternative to the Gas Reliability Infrastructure Program ("GRIP"), the statutory provision adopted by the state legislature that allows Atmos to bypass the City's rate regulatory authority to increase its rates annually to recover capital investments. The RRM Tariff has been modified several times, most recently in 2013.

The 2016 RRM filing is the fourth RRM filing under the renewed RRM Tariff. On March 1, 2016, Atmos made a filing requesting \$35.4 million in additional revenues on a system-wide basis.

Environs customers (ratepayers outside municipal limits) remain under the Railroad Commission's exclusive original jurisdiction and have their rates set through the GRIP process. If the Company had used the GRIP process rather than the RRM process it would have received

a \$41 million increase, or about \$11 million more than will be approved by the Ordinance. ACSC and the Company have reached an agreement, reflected in the Ordinance, to reduce the Company's request by \$5.5 million, such that the Ordinance approving new rates reflects an increase of \$29.9 million on a system-wide basis.

The tariffs attached to the Ordinance approve rates that will increase the Company's revenues by \$29.9 million for the Mid-Tex Rate Division, effective for bills rendered on or after June 1, 2016. The monthly residential customer charge will be \$19.10. The consumption charge will be \$0.11378 per one hundred cubic-feet (Ccf). The monthly bill impact for the typical residential customer consuming 46.8 Ccf will be an increase of \$1.26, or about 2.43%. The typical commercial customer will see an increase of \$3.81, or 1.43%.

The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the Ordinance with its attachments approving the negotiated rate settlement resolving the 2016 RRM filing, and implementing the rate change.

STAFF RECOMMENDATION

Staff recommends adopting an Ordinance approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division regarding the company's 2016 Rate Review Mechanism (RRM) filing.

MOTION

I make a motion to adopt an Ordinance approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division regarding the company's 2016 Rate Review Mechanism (RRM) filing.

ATTACHMENT

Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE AND ATMOS ENERGY CORPORATION, MID-TEX DIVISION REGARDING THE COMPANY'S 2016 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING THE COMPANY TO REIMBURSE REASONABLE RATEMAKING EXPENSES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Allen, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates and charges of Atmos; and,

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of and response to natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and,

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and,

WHEREAS, on March 1, 2016, Atmos Mid-Tex filed its 2016 RRM rate request with ACSC Cities; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and,

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$29.9 million on a system-wide basis; and,

WHEREAS, the attached tariffs implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and,

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications.

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

SECTION 1. The findings set forth in this Ordinance are hereby in all things approved.

SECTION 2. The City Council finds that the settled amount of an increase in revenues of \$29.9 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-

Item # 017 Attachment
Tex's 2016 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

SECTION 3. The existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover an additional \$29.9 million in revenue over the amount allowed under currently approved rates, as shown in the Proof of Revenues attached hereto and incorporated herein as Attachment B; such tariffs are hereby adopted.

SECTION 4. The ratemaking treatment for pensions and other post-employment benefits in Atmos' next RRM filing shall be as set forth on Attachment C, attached hereto and incorporated herein.

SECTION 5. Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2016 RRM filing.

SECTION 6. To the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

SECTION 7. If any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

SECTION 8. Consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after June 1, 2016.

SECTION 9. A copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY TEXAS, ON THIS 24TH DAY OF MAY 2016.

APPROVED:

Stephen Terrell, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY

Shelley B. George, TRMC, CITY SECRETARY

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 12

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 19.10 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 19.12 per month
Commodity Charge – All <u>Ccf</u>	\$0.11378 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 13

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 41.75 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 41.77 per month
Commodity Charge – All Ccf	\$ 0.08494 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 14

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

Attachment A
RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 15

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 16

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 17

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2016	PAGE: 41

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2016	PAGE: 42

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.09	0.1392	98.01	0.6440
Austin	11.21	0.1551	203.36	0.8564
Dallas	13.72	0.2048	189.83	0.9984
Waco	9.89	0.1411	129.75	0.6695
Wichita Falls	11.49	0.1506	122.35	0.5967

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

File Date: March 1, 2016

ATMOS ENERGY CORP., MID-TEX DIVISION
PROPOSED TARIFF STRUCTURE (BEFORE RATE CASE EXPENSE RECOVERY)
TEST YEAR ENDING DECEMBER 31, 2015

	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
1	Proposed Change In Rates:		\$ 29,603,205		Schedule A						
2	Proposed Change In Rates without Revenue Related Taxes:		\$ 27,447,850		Ln 1 divided by factor on WP_F-5.1						
3											
4											
5											
6		Revenue Requirements	Allocations								
7	Residential	\$ 338,431,486	77.95%		Per GUD 10170 Final Order						
8	Commercial	84,223,622	19.40%		Per GUD 10170 Final Order						
9	Industrial and Transportation	11,490,316	2.65%		Per GUD 10170 Final Order						
10	Net Revenue Requirements GUD No. 10170	<u>\$ 434,145,424</u>									
11											
12											
13											
14											
15											
16	With Proportional Increase all classes but Residential and a 40% residential base charge increase:										
17											
18		Current	Prospective		Revenues						
19											
20	Residential Base Charge	\$ 18.56	\$ 0.48		\$ 8,558,622						
21	Residential Consumption Charge	\$ 0.09931	\$ 0.01540		12,837,933						
22	Commercial Base Charge	\$ 39.87	\$ 1.81		2,662,423						
23	Commercial Consumption Charge	\$ 0.08020	\$ 0.00480		2,662,423						
24	I&T Base Charge	\$ 697.35	\$ 38.03		363,224						
25	I&T Consumption Charge Tier 1 MMBTU	\$ 0.2937	\$ 0.0166		172,167						
26	I&T Consumption Charge Tier 2 MMBTU	\$ 0.2151	\$ 0.0121		139,070						
27	I&T Consumption Charge Tier 3 MMBTU	\$ 0.0461	\$ 0.0026		<u>51,988</u>						
28					\$ 27,447,850						
29											
	With Customer Charges Rounded Off and residential base charge increase for 2015 limited to \$0.50 per RRM tariff:										
						Proposed Change	Proposed Change In Revenues	Proposed Rates	Proposed Revenues		
	Residential Base Charge	\$ 0.52	\$ 9,335,278	\$ 19.08	\$ 339,813,673						
	Residential Consumption Charge	\$ 0.01447	12,061,297	\$ 0.11378	94,839,970						
	Commercial Base Charge	\$ 1.83	2,697,162	\$ 41.70	61,390,268						
	Commercial Consumption Charge	\$ 0.00474	2,626,475	\$ 0.08494	47,065,984						
	I&T Base Charge	\$ 39.65	378,728	\$ 737.00	7,039,815						
	I&T Consumption Charge Tier 1 MMBTU	\$ 0.0159	165,150	\$ 0.3096	3,215,747						
	I&T Consumption Charge Tier 2 MMBTU	\$ 0.0116	132,888	\$ 0.2267	2,597,042						
	I&T Consumption Charge Tier 3 MMBTU	\$ 0.0025	49,955	\$ 0.0486	<u>971,117</u>						
			\$ 27,446,933		\$ 556,933,616						

File Date: March 1, 2016

**ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS ADJUSTMENT
TEST YEAR ENDING DECEMBER 31, 2015**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2016 Towers Watson Report as adjusted (1), (3)	\$ 5,101,680	\$ 2,896,450	\$ 7,840,683	\$ 150,433	\$ 4,466,430	
2	O&M Expense Factor (2)	96.41%	96.41%	37.42%	20.77%	37.42%	
3	Fiscal Year 2016 Actuarially Determined O&M Benefits (Ln 1 x Ln 2)	\$ 4,918,540	\$ 2,792,473	\$ 2,933,599	\$ 31,249	\$ 1,671,119	
4	Allocation to Mid-Tex (2)	40.56%	40.56%	71.52%	100.00%	71.52%	
5	Mid-Tex Benefits Expense Included in Rates - Proposed (Ln 3 x Ln 4)	\$ 1,995,016	\$ 1,132,659	\$ 2,098,222	\$ 31,249	\$ 1,195,248	\$ 6,452,393
6							
7	Mid-Tex Benefits Expense per GUD 10359 and RRM Test Year Ending December 31, 2014 Benchmark (4)	\$ 2,831,859	\$ 2,013,260	\$ 2,925,600	\$ 34,809	\$ 2,695,721	\$ 10,501,250
8							
9	Test Year Adjustment (Line 5 minus Line 7)	\$ (836,844)	\$ (880,601)	\$ (827,379)	\$ (3,561)	\$ (1,500,472)	\$ (4,048,856)
10							
11	Adjustment Summary:						
12	Account 922	\$ (836,844)	\$ (880,601)	\$ -	\$ -	\$ -	\$ (1,717,445)
13	Account 926	-	-	(827,379)	(3,561)	(1,500,472)	(2,331,412)
14	Total (Ln 12 plus Ln 13)	\$ (836,844)	\$ (880,601)	\$ (827,379)	\$ (3,561)	\$ (1,500,472)	\$ (4,048,856)

Notes:

1. Studies not applicable to Mid-Tex or Shared Services are omitted.
2. The factors on Lines 2 and 4 are based on the factors in 2016 RRM (Test Year Ending December 31, 2015).
3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.
4. GUD No. 10359 is the benchmark for January-May which is the same benchmark as used in the RRM TYE December 31, 2014 for June-December.

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2015

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2016 Towers Watson Report (excluding Removed Cost Centers)	\$ 5,101,680	\$ 2,896,450	\$ 7,840,683	\$ 150,433	\$ 4,466,430	
2	Allocation to Mid-Tex	40.56%	40.56%	71.52%	100.00%	71.52%	
3	FY16 Towers Watson Benefit Costs (excluding Removed Cost Centers) Allocated to MTX (Ln 1 x Ln 2)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	FY16 Towers Watson Benefit Costs To Approve (excluding Removed Cost Centers) (Ln 3 x Ln 4)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081
6							
7							
8	Summary of Costs to Approve:						
9							
10	Total Pension Account Plan ("PAP")	\$ 2,069,299		\$ 5,607,955			\$ 7,677,254
11	Total Post-Retirement Medical Plan ("FAS 106")		\$ 1,174,833			\$ 3,194,561	4,369,394
12	Total Supplemental Executive Retirement Plan ("SERP")				\$ 150,433		150,433
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081
14							
15							
16	O&M Expense Factor	96.41%	96.41%	37.42%	20.77%	37.42%	
17							
18	Expense Portion (Ln 13 x Ln 16)	\$ 1,995,016	\$ 1,132,659	\$ 2,098,222	\$ 31,249	\$ 1,195,248	\$ 6,452,393
19							
20	Capital Factor	3.59%	3.59%	62.58%	79.23%	62.58%	
21							
22	Capital Portion (Ln 13 x Ln 20)	\$ 74,283	\$ 42,174	\$ 3,509,733	\$ 119,184	\$ 1,999,313	\$ 5,744,687
23							
24	Total (Ln 18 + Ln 22)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

May 24, 2016

SUBJECT:

Adopt a Resolution Supporting the Texas Department of Transportation Plan to Reconstruct Angel Parkway (FM 2551) from East Main Street to Parker Road as a Six Lane Divided Arterial.

STAFF RESOURCE:

Chris Flanigan, Director of Engineering

ACTION PROPOSED:

Adopt a Resolution Supporting the Texas Department of Transportation Plan to Reconstruct Angel Parkway (FM 2551) from East Main Street to Parker Road as a Six Lane Divided Arterial.

BACKGROUND

The Angel Parkway (FM 2551) improvement project from Main Street to Parker Road marks an important partnership between Collin County, TxDOT, the Town of Lucas, the City of Parker, and the City of Allen.

The reconstruction of Angel Parkway (FM 2551) will improve mobility and access for residents of the City of Allen, as well as surrounding areas. Since 1977, the City of Allen Master Thoroughfare Plan has contemplated this portion of roadway as being a 6-lane divided section. According to forecasts provided within the 2014 update to the Collin County Mobility plan, traffic volumes along this roadway continue to increase and are expected to reach over 30,000 vehicles per day. Even today, with current traffic volumes, the existing two-lane asphalt roadway is becoming functionally obsolete.

On May 16, 2016 the Collin County Commissioner's Court adopted a Resolution supporting this improvement project.

STAFF RECOMMENDATION

Staff recommends that City Council adopt a Resolution supporting the Texas Department of Transportation plan to reconstruct Angel Parkway (FM 2551) from East Main Street to Parker Road as a six lane divided arterial.

MOTION

Item # 0

I make a motion to adopt Resolution No. _____ supporting the Texas Department of Transportation plan to reconstruct Angel Parkway (FM 2551) from East Main Street to Parker Road as a six lane divided arterial.

ATTACHMENT

Resolution

Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, SUPPORTING THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE PLAN TO RECONSTRUCT ANGEL PARKWAY (FM 2551) FROM EAST MAIN STREET TO PARKER ROAD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Allen Master Thoroughfare Plan has contemplated Angel Parkway (FM2551) as being a six-lane roadway since 1977; and,

WHEREAS, rapid growth and development continues throughout Collin County, requiring capacity improvements to arterial roadways; and,

WHEREAS, the traffic volumes along Angel Parkway (FM 2551) continue to increase and are expected to reach in excess of 30,000 vehicles per day, according to forecasts provided within the 2014 update to the Collin County Mobility plan; and,

WHEREAS, Collin County has identified the reconstruction of Angel Parkway as a priority project to improve regional level-of-service by 2020 within that same Mobility Plan; and,

WHEREAS, even with existing traffic volumes, existing Angel Parkway (FM 2551) is becoming functionally obsolete; and,

WHEREAS, the reconstruction of Angel Parkway (FM 2551) will improve mobility and access for residents of the City of Allen, as well as surrounding areas.

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

SECTION 1. The City Council of the City of Allen supports the Texas Department of Transportation schematic design to reconstruct Angel Parkway from Main Street to Parker Road as a six-lane divided roadway and to move forward with the reconstruction as soon as practical.

SECTION 2. The City Secretary shall forward a certified copy of this Resolution to the Texas Department of Transportation.

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 MAY 2016.

APPROVED:

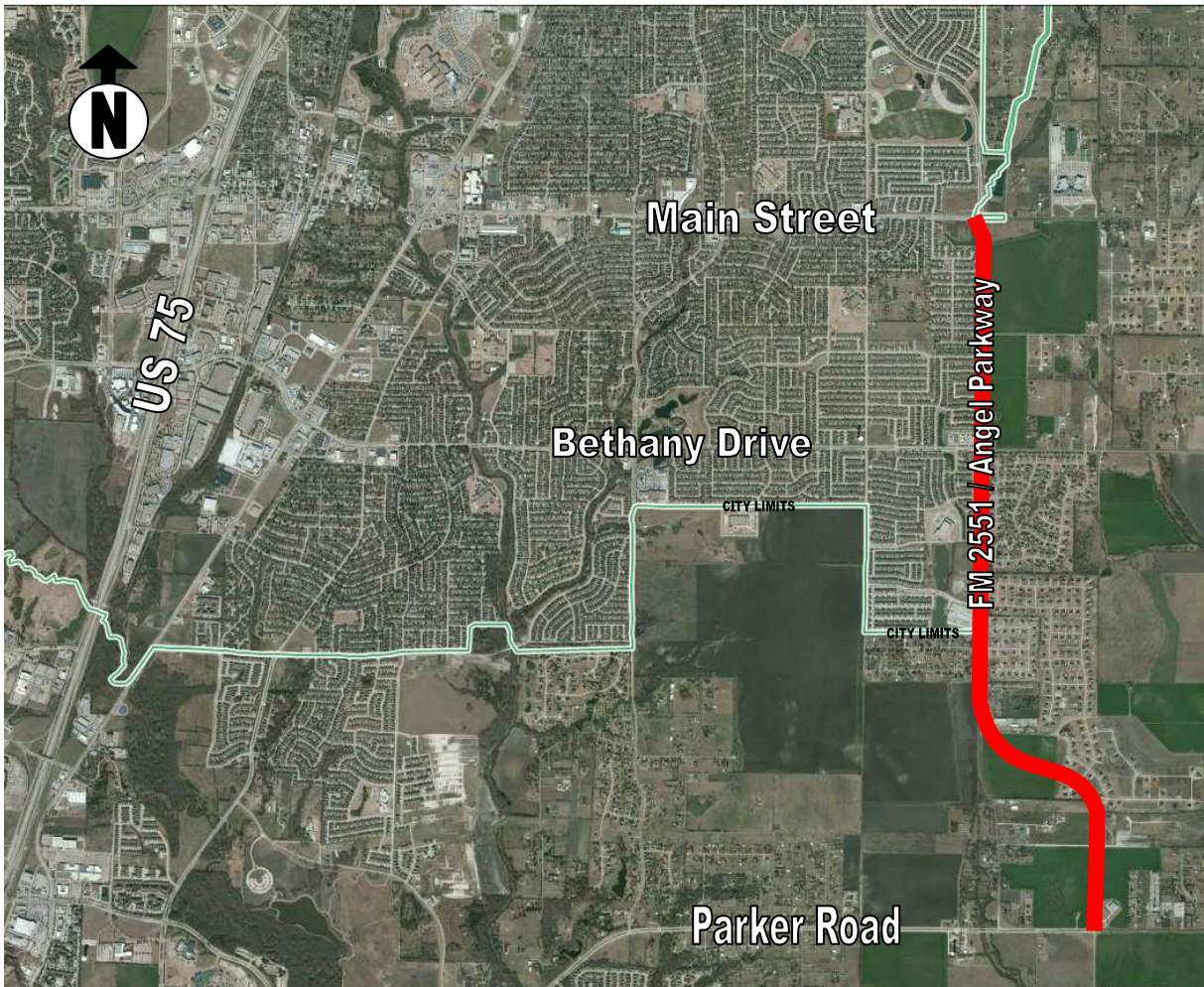
Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

LOCATION MAP

FM 2551 / Angel Parkway
Main Street to Parker Road
(May 24, 2016)



CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: May 24, 2016

SUBJECT: Adopt a Resolution Approving the Allen Public Art Master Plan Update 2016 Establishing a Guide for Public Art in the City of Allen.

STAFF RESOURCE: Tim Dentler, Director of Parks and Recreation

BOARD/COMMISSION ACTION: On May 17, 2016, the Public Art Committee reviewed the plan and recommend adoption.

ACTION PROPOSED: Adopt a Resolution Approving the Allen Public Art Master Plan Update 2016 Establishing a Guide for Public Art in the City of Allen.

BACKGROUND

Since the adoption of the City of Allen Public Art Master Plan in 2005, the City has established a public art committee, allocated funds for public art, and begun to build its public art collection. The City contracted with Via Partnership, facilitators of the original 2005 plan, to review the program and work with community members and staff to develop this updated Master Plan that ensures artwork continues to be acquired based on best practices in the field. This update serves as a stand-alone document intended to guide public art decisions. An Executive Summary has been provided for additional detail and reference.

STAFF RECOMMENDATION

Staff recommends the City Council adopt a resolution approving the Allen Public Art Master Plan Update 2016 establishing a guide for public art in the City of Allen.

MOTION

I make a motion to adopt Resolution No. _____ approving the Allen Public Art Master Plan Update 2016 establishing a guide for public art in the City of Allen.

ATTACHMENT

Resolution
Public Art Master Plan

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ADOPTING THE ALLEN PUBLIC ART MASTER PLAN UPDATE 2016, ATTACHED HERETO AS EXHIBIT “A”; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Art Committee has reviewed the Allen Public Art Master Plan Update 2016 and recommends that the Allen City Council adopt the Allen Public Art Master Plan Update 2016; and,

WHEREAS, the Allen City Council has determined that the adoption of the Allen Public Art Master Plan Update 2016 would be in the best interest of its citizens.

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

SECTION 1. The Allen City Council hereby adopts the Allen Public Art Master Plan Update 2016, attached hereto as Exhibit “A.”

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

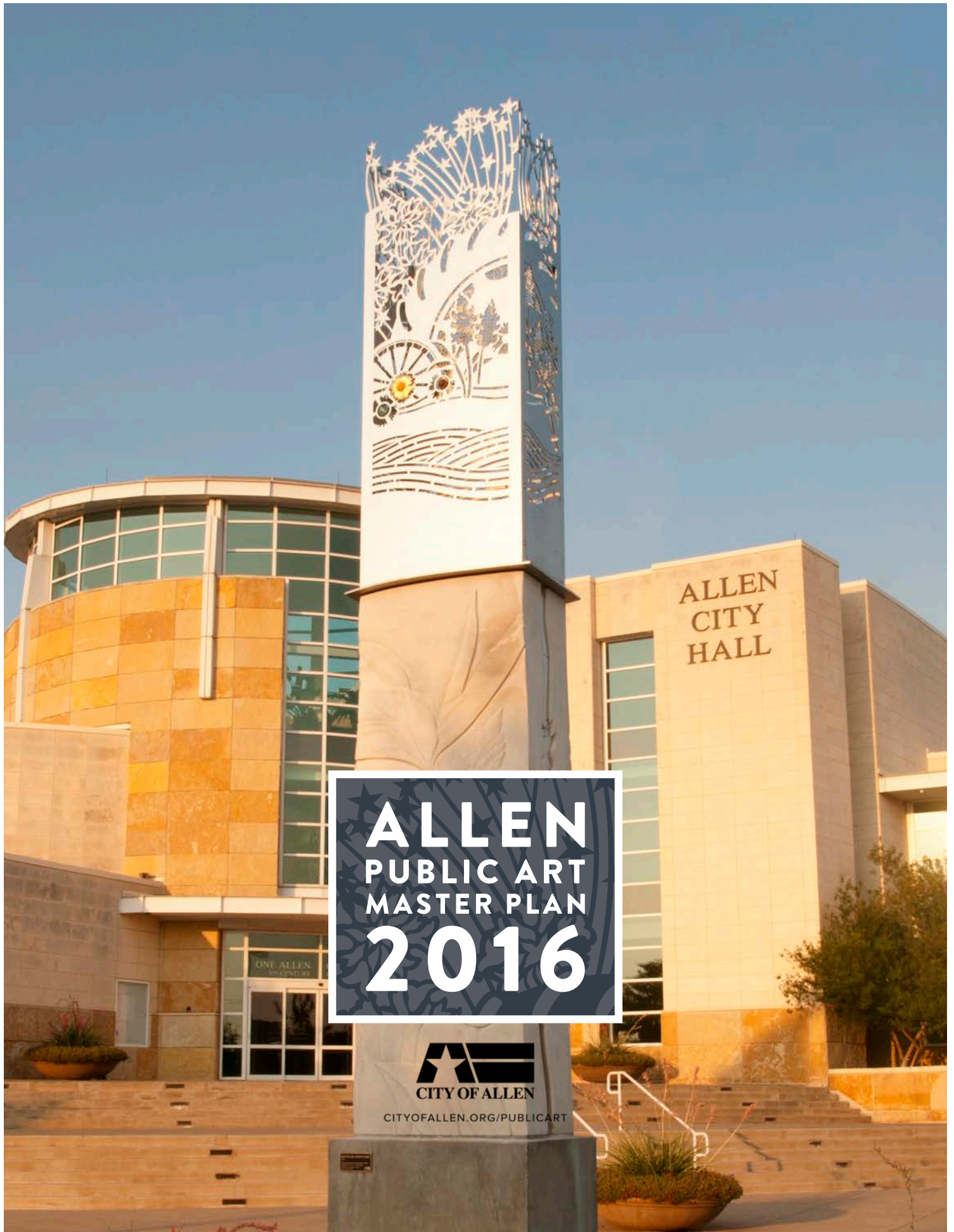
DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 24TH DAY OF MAY 2016.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

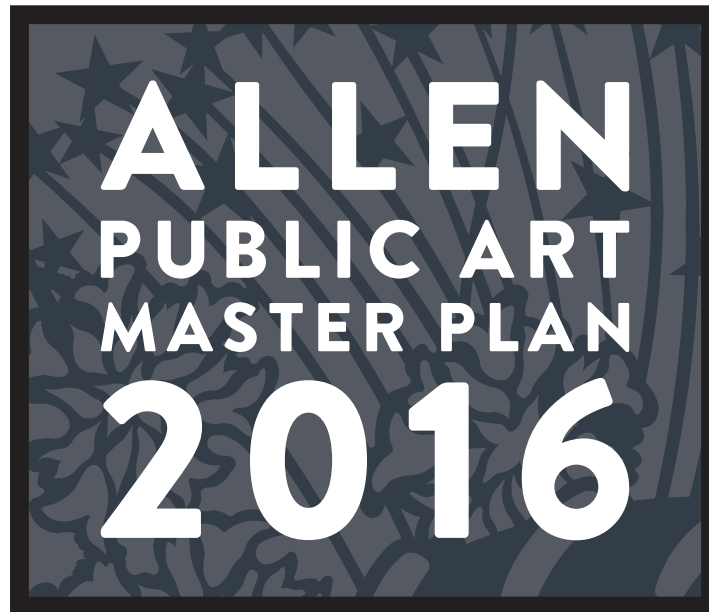
Shelley B. George, TRMC, CITY SECRETARY



**ALLEN
PUBLIC ART
MASTER PLAN
2016**



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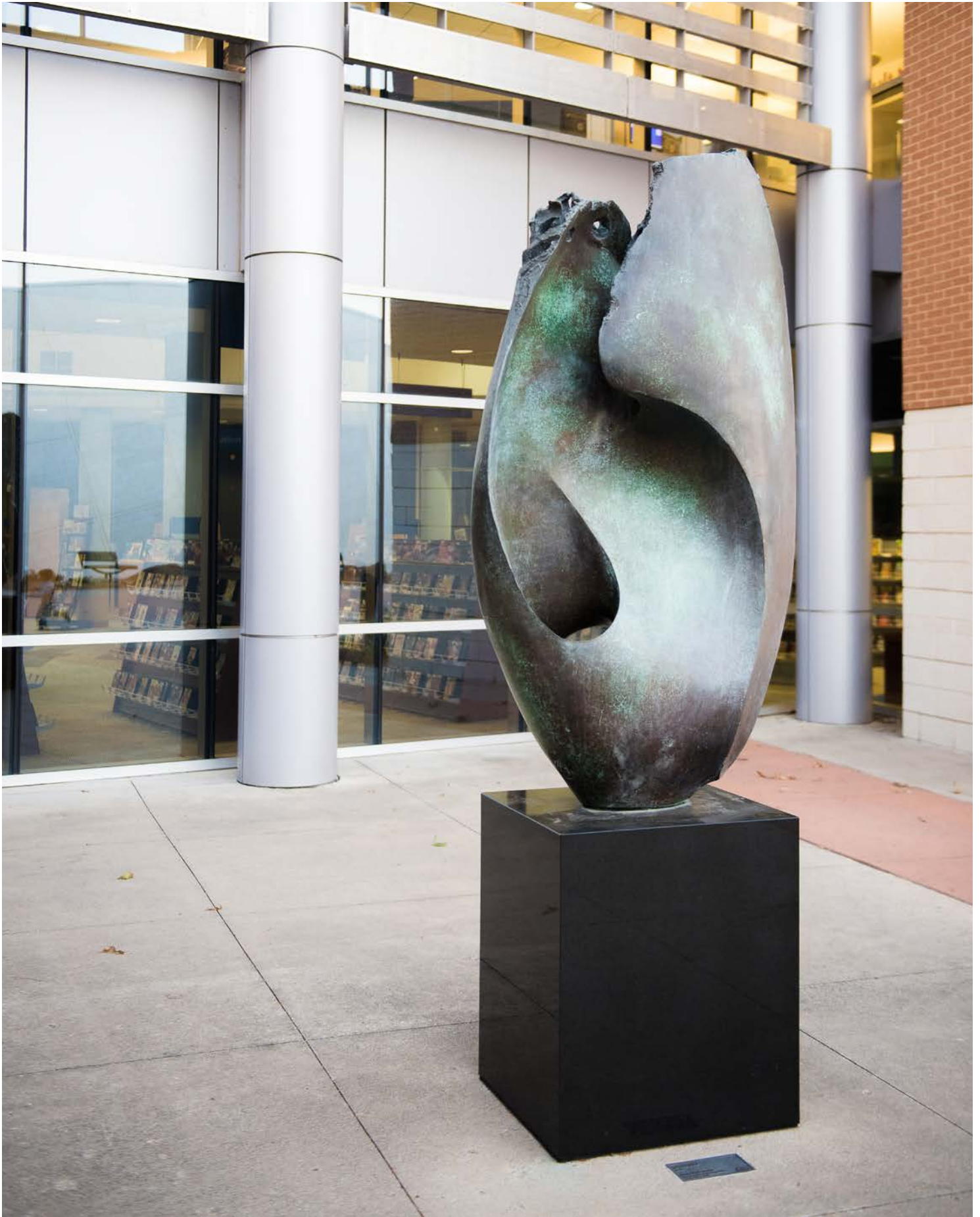
Draft for
City Council Review

APRIL 19, 2016

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cover image: Andrea Mylkebust & Stanton Sears, *Blackland Prairie Song*, 2011, Allen City Hall

preceding page image: Roger White Stoller, *Oceano*, 2009, Allen Public Library

TABLE OF CONTENTS

I. EXECUTIVE SUMMARY	6
II. INTRODUCTION	10
III. PUBLIC ART ALLEN: VISION AND MISSION	12
IV. INVENTORY OF OPPORTUNITIES	14
a. Activate Community Gathering Places	
b. Bring Character and Creativity To Everyday Places	
c. Contribute to Allen's Identity as Welcoming and Unique	
d. Criteria for Evaluating City-Led Public Art Opportunities	
e. Strategies for Public Art in Private Development Areas	
V. COMMUNICATIONS AND COMMUNITY PROGRAMS	26
a. Communications and Community Programs Goals	
b. Message and Identity	
c. Catalog of the Collection	
d. Project-Specific Communications Strategy	
e. Community Partnership Programs	
VI. PUBLIC ART PROGRAM IMPLEMENTATION GUIDELINES	28
a. Definitions	
b. Roles and Responsibilities	
c. Sources and Uses of Funds	
d. Planning Tools	
e. Artist Selection	
f. Project Implementation	
g. Public Art in Private Development	
h. Gifts and Loans of Artwork	
i. Collection Management	
APPENDICES	
A. Survey Results	58
B. Public Art Collection	68

I. EXECUTIVE SUMMARY

Since the adoption of the City of Allen Public Art Master Plan in 2005, the City has established a public art committee, allocated funds for public art, and begun to build its public art collection. The City contracted with Via Partnership, facilitators of the original 2005 plan, to review the program and work with community members and staff to develop an updated Master Plan that ensures artwork continues to be acquired based on best practices in the field.

VISION

The original vision for public art in Allen focused on the ways public art can build upon the community's strengths: its well-preserved natural beauty; its strong network of parks, trails, and recreational opportunities; its well-defined transportation corridors; and its close-knit community. Thoughtfully planned public art was envisioned to be – and has become -- a key part of what makes this well-planned community a desirable place to live, work, and play.

Recognizing the growth and development of the entire greater Dallas-Fort Worth Metroplex over the last decade, the new vision for public art emphasizes that public art can be used to help Allen stand out among neighboring municipalities and express the identity, spirit, and energy of the community. To this end, public art can help make great public spaces that are unique, welcoming gathering places and compelling destinations. With quality design, public art can add to the texture of Allen's everyday places, giving them a distinctive character that continues to set Allen apart.

A NEW APPROACH TO PROJECTS

Allen Public Art should focus its efforts on commissioning new work that supports the central ideas of the new vision statement: contribute to Allen's identity as a unique and welcoming community, activate community gathering spaces, and bring character and creativity to everyday places. This Plan identifies categories of projects to fulfill these goals.

Contribute to Allen's Identity as Welcoming and Unique

A small number of larger-scale public artworks can be commissioned over the next five to ten years that can become well-known community icons or landmarks, building Allen's identity as a unique and welcoming community. These works could be sculpture; large-scale design enhancements on bridges, overpasses, roundabouts, or other public infrastructure; or architectural-scale design enhancements to buildings or parking garages. Future redevelopment efforts for the Central Business District, in particular, should give consideration to siting a work of art to create gateway or focal point for downtown. Potential or known opportunities in this category include the Allen Drive Overpass and the Montgomery Road Roundabout.

Activate Community Gathering Places

While a few gathering places already exist in Allen, there is the potential for more of these places that are so important to community life to be developed as part of Allen's parks, civic buildings and commercial areas. As a part of good overall public space design, public art can anchor, define, and activate both formal and informal spaces where people come together, encounter each other, and socialize. Artists can be engaged to design functional elements such as seating, tables, or shade structures for these spaces, or be involved in designing the entire space either participating on or leading the design team. Public art projects that activate community gathering places should be considered for new or renovated Community and Special Use Parks, the Allen Public Library, major visitor destinations, retail or mixed-use centers and downtown. Capital projects at Molsen Farm, Watters Branch Community Park Phase 2, and the Allen Public Library present the potential for public art opportunities that support gathering places.

Bring Character and Creativity to Everyday Places

Public art can continue to add to the texture of Allen's everyday places, bringing an attention to detail, revealing the personality of a particular space, and over time creating the expectation for unexpected visual surprises, rich texture, and enduring quality. Artwork could include traditional sculpture, murals, or other design interventions; artist designed functional elements or streetscapes, parks, or plaza; or public spaces or infrastructure designed with the involvement of an artist. Public art that brings character and creativity to everyday places should be considered

for new or renovated City facilities that are built to be used by the community or in highly visible locations, pedestrian-oriented streetscapes, and trails. Specific opportunities over the next five to ten years include art related to Rowlett Creek Community Park Recreation and Athletic Center, Allen Public Library, Fire Station No. 6 and various trail tunnels.

UPDATED IMPLEMENTATION GUIDELINES

Along with a new vision and a new approach to projects, this updated plan includes some changes to Allen's Public Art Implementation Guidelines, which were adopted in 2005 and have been effective in building the Allen Public Art Collection. The changes are mostly clarifications of terms or processes and are based upon best practices in the field of public art. New recommendations for how the City works with developers to support the growth of public art are also included.

A new Project Plan phase has been added to the project development process and to the list of planning tools. The respective responsibilities of the Allen City Council, Public Art Committee, Artist Selection Panels, Allen Public Art Staff, and Project Managers with regard to Project Plans has been outlined in the Roles and Responsibilities section. The Allen Public Art Program Coordinator position has been defined and a team approach to managing the program is described. What is to be included in the annual Public Art Work Plan has been more fully described, as well. Additional clarity has been provided regarding the use of General Funds and other project funding sources have been named.

While no significant changes have been made to the Artist Selection, Project Implementation or Collection Management guidelines, Allen Public Art should consider increasing its use of processes such as invitational artist selection and interview-based selection to identify the best and most qualified artists for projects. Regarding gifts or loans of artwork, more specific proposal requirements for potential artwork donors are outlined, and steps for technical and aesthetic review of potential gifts are laid out.

Perhaps the most significant change is the addition of new recommendations for encouraging Public Art in Private Development. Many of the private development projects in Allen will offer opportunities to fulfill the new vision for public art in Allen; the City of Allen should take a more active stance in encouraging private developers to take advantage of these opportunities.



Christopher Fennell, *Rail Ladder Fire*, City of Allen Fire Station #5, 2011

II. INTRODUCTION

The 2005 City of Allen Public Art Master Plan set the stage for the formation of the City’s public art program (now “Allen Public Art”). That plan set forth how the public art program would be funded and staffed, the role of community stakeholders and the City Council in selecting artists and artwork, and a broad range of projects for the program to consider. With the passing of the 2007 General Obligation Bond program and allocation of funds for public art, the Parks and Recreation staff and the newly formed Public Art Committee, working closely with community groups and interested citizens, began to build the City of Allen Public Art Collection.

Now, almost a decade after the launch of the program, with eight new works on view in parks, along trails, at community facilities, and at major entry-points to the community, and three in process, it was time to revisit the City’s Public Art Master Plan to chart a course for the future and ensure that new artwork is being acquired based on best practices in the field.

In 2015, the City of Allen contracted with Via Partnership, the facilitators of the 2005 Public Art Master Plan, to work with the City to develop this update. Via worked with an Advisory Committee comprised of Allen citizens and City staff, as well as the Public Art Committee, to provide guidance and feedback during the planning process. As part of the process of working with the Advisory Committee, Via conducted a tour of public art in neighboring communities. A public survey asking questions related to both the current Allen Public Art Collection and goals and sites for future projects received 298 responses, and community input conducted as part of the *Allen 2030 Comprehensive Plan* was also reviewed. Via also conducted numerous one-on-one interviews with City leaders, City staff and



community groups to ensure that the recommendations in this plan update align with broader community goals and the way the City manages projects.

Andrea Mylkebust & Stanton Sears,
Blackland Prairie Song, 2011, Allen City Hall

As in 2005, the public art master planning process revealed that art and culture is important to quality of life in Allen. New public artworks in Allen have contributed to community vitality and helped create a sense of place. Growing the City's Public Art Collection will be important as Allen itself continues to grow. As stated in the *Allen 2030 Comprehensive Plan*, "(r)esidents, and potential businesses, are attracted to intangible qualities such as distinctive character, unique developments and uses, and a sense of place and identity. Such qualities make the community more appealing and valuable over time." This update to the Public Art Master Plan hones Allen Public Art's focus to support these overarching community goals.

III. ALLEN PUBLIC ART: VISION AND MISSION

Since City Council adopted the City's first Public Art Master Plan in 2005 and the voters approved the 2007 General Obligation Bond program that allocated two percent of the total bond value for public art, the City of Allen and the Public Art Committee have worked steadily to commission public art projects that create a sense of community pride and enhance public places.

Allen Public Art's vision statement articulates the impact that the program will have in the community's future, and brings clarity to public art's role in the community. This vision will be a benchmark for decision making regarding the prioritization of project opportunities and for measuring the success of the individual projects themselves. While many of the works in the Allen Public Art Collection support this vision, the statement gives the program a sharper focus moving forward.

Public Art Allen's mission statement is related to the vision and describes what the program does to make the vision a reality. It guides the specific actions of the program.

VISION

Public art in Allen will contribute to Allen's identity as a unique and welcoming community, activate community gathering spaces, and bring character and creativity to everyday places.

This vision builds upon three central ideas:

- *Identity.* Public art can be a tool that is used to help Allen stand out among its neighbors. A few, well-known great works of art can become important community icons and express the spirit and energy of the community.
- *Great public spaces.* Public art can be a component of what makes Allen's gathering places special and unique destinations.
- *Quality of design.* Public art can add to the texture of everyday places, making them special and giving them a distinctive character.



MISSION

Public Art Allen:

- Fosters the commissioning, acquisition, presentation and preservation of permanent and temporary public art.
- Engages the public with the collection.
- Acts as a steward of the City’s public art collection.

Randolph Rose, *Maxey and Me*, 2010, Allen Public Library

IV. INVENTORY OF OPPORTUNITIES

Allen Public Art's efforts should be focused on commissioning new work that supports one or more of the three central ideas of the vision statement: contribute to Allen's identity as a unique and welcoming community, activate community gathering spaces, and bring character and creativity to everyday places. These ideas have been translated into categories of projects, each with its own siting strategies and process considerations.

For each category, we have also identified potential upcoming opportunities related specifically to projects led by Allen Public Art and funded in whole or in part through Allen's Art Projects Account or other City funds. With a few exceptions, the upcoming opportunities are connected to new construction, and are therefore based upon the City's CIP, the proposed 2016 G.O. Bond Program, and other public and private capital projects that are planned or in process. This list is intended to be a starting point for planning, as the CIP may change in future years, the G.O. Bond Program has yet to be approved by voters, and plans may change over time.

CONTRIBUTE TO ALLEN'S IDENTITY AS WELCOMING AND UNIQUE

Over the next five to ten years, the City of Allen has the opportunity to commission a small number of larger-scale public artworks that can become well-known community icons or landmarks. These will be artworks that are in highly visible, highly traveled locations. They will be visually compelling, site-specific and unique to Allen. Works of art could be sculpture; large-scale design enhancements on bridges, overpasses, or other types of public infrastructure; or architectural-scale design enhancements to buildings or parking garages.

Siting Strategies

Projects supporting this element of the vision would be accomplished by the City, by private developers, and through public-private partnerships, and would generally be located at these types of locations.

- **Public Infrastructure:** Major infrastructure projects such as highway overpasses, sound walls, bridges, pedestrian bridges, transit facilities and more can be an opportunity to create a unique visual statement at a grand scale. These projects are best accomplished when an artist is brought onboard early in the process and he or she is able to collaborate with engineers, architects and landscape architects so that his or her work is integral to the infrastructure design and not an “add on.” Some of these infrastructure projects are led by the City, while others may be led by other public agencies, the Allen EDC, or even private developers. For projects not led by the City, the City should look for opportunities to partner to ensure the incorporation of artwork on the project.
- **Parking Garages:** When the City or a developer builds a parking garage that faces a major thoroughfare, consideration should be given to commissioning an artist to create a work for the façade. What can be considered an eyesore can instead become a large-scale canvas for a high-impact work of art.
- **Roundabouts:** These traffic management design elements can also be excellent locations for works of art that serve as gateways into the City or a particular area of the City. Roundabouts that are larger in scale, in highly visible locations, and could be perceived as gateway locations into areas that are community destinations should be studied for the feasibility of siting public art.
- **Central Business District:** Future redevelopment plans for downtown should give consideration to the siting of a work of art that either creates a gateway or focal point for downtown. The artwork could be commissioned by the City, by a developer, or through a public-private partnership.

Process

Through the process of developing the Public Art Work Plan, the Allen Public Art Program Coordinator would review potential opportunities with City Departments and the Public Art Committee and, when the right opportunity surfaces, include it in the Work Plan.

Due to the potential complexity of these projects, the process of developing a Project Plan should include an in-depth study of the site and a detailed description of the art opportunity and the artist’s scope of work.

The artist selection for these projects should use an invitational process. This type of process will ensure that the pool of artists being reviewed has the capability to design, fabricate and install a work of this complexity and scale. Well established artists often do not respond to open calls. In some cases, selecting a single artist based upon qualifications and an interview will be preferable to asking 3-5 finalists to create concept proposals. This will give the selected artist the ability to do in-depth research and work collaboratively with the City and other design disciplines in the development of the concept.

Upcoming Opportunities

The following are potential or known opportunities for public art projects that will contribute to the identity of Allen.

Governor's Community Achievement Award / Allen Drive Overpass

In 2012, the City of Allen received a \$270,000 Governor's Community Achievement Award to use toward a gateway monument project / interchange enhancement along Interstate 75. This Award is being matched by Allen Public Art (\$270,000) and the Allen Community Development Corporation (\$270,000). The designated site is the Allen Drive interchange. With the involvement of a significant contribution from the Art Projects Account, the design effort should be led by an artist with experience working with DOT or similar infrastructure projects. The artist should be paired with a local landscape architect and engineer.

Montgomery Road Roundabout

Montgomery Road is currently being extended across Watters Creek to U.S. Highway 75. Portions of the road are being constructed by the adjacent developer, and the bridge and part of the roadway are being constructed by the City. The road will include a roundabout near the bridge. This could be the location for a large-scale work of art visible from the nearby developments and potentially U.S. Highway 75.

ACTIVATE COMMUNITY GATHERING PLACES

An important component of community life are gathering places: both the formal places and plazas for official and organized events and the informal spaces where people can have a chance encounter each other, gather with friends, and socialize. A few of these types of places exist in Allen, and there is the potential for more to be developed as part of Allen's parks, civic buildings and commercial areas.

Coupled with good overall public space design, public art can play a role in anchoring, defining and activating gathering places. These are art projects that live at a human scale. They can also be interactive, giving people not just something to "see", but also something to "do." Or they can simply create visual interest and the sense of being somewhere special.

Artworks that support community gathering places could include sculpture or fountains. Or artists could be engaged in designing functional elements such as seating, tables, or shade structures. Or the art could be the entire gathering place, designed with an artist participating on or leading the design team. The artwork "Stratum" by Brad Goldberg at Allen City Hall illustrates how an artwork can make a gathering place unique and comfortable to be in. Many of the works of art at the Watters Creek at Montgomery Farm also demonstrate the power of well-placed sculpture to help make a space a destination.

Siting Strategies

Public art projects supporting this element of the vision could be accomplished by both the City and by private developers.

- Community and Special Use Parks: When building new community parks, or making major community park renovations, the park designers should give consideration to creating places for community gathering, be they plazas, pavilion areas, seating areas or lawn areas. These places should be considered



the primary focus area for public art. Over time, all of Allen's Community Parks should have public art that helps define gathering places, creating a stronger sense of place. Select Special-Use Parks may also be candidates for gathering place public art projects.

Brad Goldberg, *Stratum*, 2004,
Allen Civic Plaza

- Allen Public Library: Libraries are important civic and community spaces, and are more and more becoming places for formal and informal gathering. Public art can help anchor a gathering place or places at the library.
- Visitor Destinations: Many major destinations such as the Allen Event Center, the soon-to-be-built Allen Convention Center, major retail centers, and major sporting venues have one or more spaces designed for formal or informal public gathering. These spaces should be considered for public art installations.
- Retail or Mixed-Used Centers: When a developer builds a pedestrian-oriented retail or mixed-use center, art should be encouraged that defines gathering places.
- Central Business District: As the downtown area redevelops, consideration should be given to including a civic gathering place and to the role that art can play in making it unique.

Process

The best time to initiate a discussion about public art related to gathering places in new capital or development projects is when these projects are still in the planning phase. When appropriate, Allen Public Art staff should inquire about what kinds of public gathering places are being developed for a project and how public art can help support these spaces. When new capital projects in the above-mentioned types of places are being designed, Allen Public Art staff should meet with the Project Manager (for City projects) or developer (for private development projects) to discuss the possibilities regarding scope of artist involvement, siting and scale. A Project Plan would then be developed for each specific City-led public art project.

Upcoming Opportunities

Capital projects at the following sites create the potential for public art opportunities that support gathering places.

Molsen Farm

Molsen Farm will be a Special-Use park that will preserve Allen's agricultural heritage. Plans for Molsen Farm include a permanent tree farm, community gardens, prairie habitat restoration areas, pond enhancements, soft surface trails, day camping and a potential site for an environmental education center. Partnerships with select non-profit groups may allow for additional educational opportunities and social benefits. Molsen Farm presents a unique opportunity to explore the intersection of agriculture and culture.

Phase 1 for Molsen Farm is proposed as part of the 2016 G.O. Bond Package. When the design work for this phase commences, Allen Public Art should initiate a conversation with the design team about how public art can be incorporated into Phase 1 as well as future phases of design and construction. Options for public art projects could include creative design of seating and gathering areas, environmental projects that support LEED goals, or artwork incorporated into other elements of the garden area design. As the programming for Molsen Farm is established, consideration should also be given to how art and cultural programs can be incorporated into the overall program for Molsen Farm.

Watters Branch Community Park Phase 2

Design and development for Watters Branch Park Phase 1 is underway. The four baseball/softball field facility will include artwork by May + Watkins that marks entrances and seating areas. Phase 2 of Watters Branch Community Park is proposed for the 2016 G.O. Bond package. This phase will add additional sports fields, solidifying Watters Branch as a signature sports facility that will be a destination for tournament play. The park will also have neighborhood park amenities and preserve the natural beauty along the wooded creek corridor. Of particular importance to the design of this park will be places for team gathering, both formal and informal. Teams, as well as friends and family of players, will congregate for group talks, celebrations, meals, team photos, and to just get organized and psyched up for a match. Allen Public Art should commission at least one artwork in one of these places to help make it distinct, and serve as a fun and unique backdrop to these activities.



Allen Public Library

The Allen Public Library is already home to “Oceano” by Roger White Stoller. The proposed expansion of the library may impact the courtyard. This could create the need to re-site this work in the re-designed courtyard or move it to another location at the library. If “Oceano” is relocated, its placement should take into account scale and adjacent uses, and another work of art should be commissioned for the courtyard. The goal for “Oceano” or any artwork in the courtyard should be to create a focal-point as part of a well-designed, usable public space.

Bill Fitzgibbons & George Schroeder,
Current Drift, 2015, Cottonwood Trail

BRING CHARACTER AND CREATIVITY TO EVERYDAY PLACES

Public art in Allen can continue to make an impact on the quality of design throughout the city, whether it is a place designed and built by the City, another public agency, or a private entity. These public art projects bring an attention to detail and reveal the personality of a specific place. Over time, they create an expectation for unexpected visual surprises, rich texture, and enduring quality.

Public art projects could include traditional sculpture, murals, or other design interventions; artist designed functional elements of streetscapes, parks, or plazas; or public spaces or infrastructure designed holistically with the involvement of an artist. “Current Drift” by Bill FitzGibbon and George Shroeder on the Cottonwood Creek Trail Bridge demonstrates this approach, as will the new mosaic work at Ford Pool.

Siting Strategies

Projects supporting this element of the vision could be accomplished by both the City and by private developers at specific types of places, mostly focusing on places that are being newly built or are undergoing a major renovation.

- City Facilities: When the City of Allen builds or renovates civic and community facilities that are purpose-built for community use or in a highly visible location, these should be considered priorities for public art projects that aesthetically enhance the design of the facility.
- Streetscapes: When the City builds or renovates streets that are pedestrian oriented, consideration should be given to involving an artist on the design team or commissioning an artist to design functional elements of the streetscape such as street furniture.
- Trails: Trailheads, trail bridges, trail underpasses and places where new trail segments intersect with significant community destinations such as parks or schools can be places for artist-designed enhancements. Trail projects can add beauty to the system and draw attention to places where the trail intersects important places. Priority should be given to sites that are highly visible from both the trail and adjacent uses (i.e. roadways or destinations) and in well-traveled locations.

Process

Due to the integrated nature of many of these opportunities, in most cases the specific public art opportunity should be defined early in the process of developing the facility, streetscape or trail, and an artist should be brought in with time to incorporate their work into the overall design and construction of the facility. In some cases, such as trail underpasses, artwork can be added at any time. Artists should generally be found using an open call or invitational process. Allen Public Art, depending on the nature of the project, can opt to select 3-5 finalists to develop concept proposals, or select an artist based on qualifications and an interview.

Upcoming Opportunities

Over the next five to ten years, Allen Public Art should consider commissioning art related to the following sites.

Rowlett Creek Community Park Recreation and Athletic Center

Identified as a need in the Parks, Recreation and Open Space Master Plan and proposed as part of the 2016 G.O. Bond Program, Rowlett Creek Recreation Center will be a state-of-the-art recreation center located in the newly developed Rowlett Creek Community Park north of Exchange Parkway and west of Rowlett Creek (Estevie Property). Public art at the recreation center should enhance and complement the overall facility design. Work should be oriented toward Recreation Center users, and can be interior or exterior to the building. Consideration should also be given to commissioning or purchasing permanent or rotating two-dimensional works of art for inside the facility.

Allen Public Library

As discussed above, Allen Public Library is already home “Oceano” by Roger White Stoller. In addition to ensuring that there is a well-sited “Gathering Place” work of art in the Library courtyard, the Library could also be a location for works integrated into the library design that create an overall sense of place.

Fire Station No. 6

Fire Station No. 6 will be located at the southwest corner of Ridgeview Drive and Watters Road. Like the highly successful artwork “Rail Ladder Fire” at Fire Station No. 4 by artist Christopher Fennell, a public artwork that honors firefighting could be appropriate for the front of this facility. The work should be sited so that it is viewable from Ridgeview and/or Watters and be at a scale so that that is highly visible to passers-by.

Trail Tunnels

Trail tunnels can be an excellent place to contribute art to the trail system. These projects could be accomplished by a lead artist working in-residence at one of Allen’s Middle Schools or Allen High School, whereby the artist would lead the design of the project, with input from students, and students can be involved in the execution of the project. Relatively lower in budget, not tied to a specific capital project, and able to be accomplished on a shorter timeline, these projects can demonstrate new ways that artists can work collaboratively with the community. Selected artists should have experience working collaboratively with students.

PRIORITIZING OPPORTUNITIES

The Upcoming Opportunities identified above represent the best opportunities for public art that could be anticipated at the time of the writing of this plan.

The viability of these specific opportunities may change over time, and new opportunities will arise. Each year Allen Public Art will produce an annual Public Art Work Plan that will identify specific opportunities for the coming year. This Master Plan is a guiding document to inform each Work Plan. The Work Plan will also be informed by updated Capital Improvement Programs, other City plans, and information gained through meetings with possible project stakeholders.

The following criteria should be used to evaluate opportunities for City-led public art projects.

- Support the vision. Priority should be given to projects that support one or more of the three areas of emphasis in the City’s public art vision: activate community gathering places, bring character and creativity to everyday places, and contribute to Allen’s identity as welcoming and unique.
- Artistic outcome. The project presents a good opportunity to incorporate the work of an artist that will result in a strong artistic outcome.
- Visual impact. Priority should be given to projects in highly trafficked locations that reach a broad and diverse audience.
- Timing. Consideration should be given to art projects that can be done in



Douglas Clark, *Ducks at Watters Creek*,
Watters Creek at Montgomery Farm

conjunction with a major capital building or infrastructure project so that an artist can integrate their work into the design process. Consideration should also be given to ensuring there is adequate time to incorporate the artwork.

- Funding and staffing. Priority should be given to projects where there is adequate funding to support the project and staffing resources to administer it.

STRATEGIES FOR PUBLIC ART IN PRIVATE DEVELOPMENT

The Public Art Implementation Guidelines in this Master Plan outlines general guidelines for developers that are interested in including public art as part of their development. Developers should be encouraged to commission or acquire public art that helps support the City’s vision for public art. There are also different approaches to public art that will be appropriate for any particular development. The following provides a starting point for thinking about different ways to approach public art in the City’s different Growth Areas, as outlined in the *Allen 2030 Comprehensive Plan*, and how these approaches can support the City’s vision for public art. As each Growth Area has different development patterns and types, the public art considered for each should help build each Growth Area’s distinctive character and sense of identity. In addition to the Growth Areas, recommendations are made for the U.S. Highway 75 corridor and pedestrian-oriented retail areas. These strategies may not apply to every development project within these Growth Areas.

Growth Area 1 – State Highway 121 Corridor

The State Highway 121 (SH 121) Corridor is the strip of property south of SH 121 from Custer Road to U.S. Highway 75. As stated in the City’s Comprehensive Plan, this area should be developed as “quality employment centers to include high and low-rise offices, selected high quality technology and light industrial uses, and campus-type corporate development.”¹ The properties are highly visible and accessible from SH 121 and its frontage road, and from the north-south streets. Ridgeview Drive, still under development in some places, will provide access on the south, but also serves as a transition from the largely commercial uses in the SH 121 corridor to the residential areas to the south.

Public art at the developments along the SH 121 Corridor can help fulfill two of the elements of Allen’s vision for public art. Large-scale works of art situated to be viewed from SH 121 (and the frontage road) could help *build a stronger identity* for Allen. The City should work with developers that are fronting SH 121 to look for opportunities to commission large-scale, iconic art. Other opportunities may present themselves, especially in mixed-use or campus-style development, to create public art that *complements gathering spaces*.

Growth Area 2 – Twin Creeks Urban Center

Most of Twin Creeks is guided by PD 108, a special zoning overlay for the district. PD 108 specifically calls out civic spaces to be created by developers. These locations should be considered for the incorporation of public art, with a focus on both *anchoring gathering places* and *adding design enhancements* to these spaces.

Growth Area 3 – Watters Creek

The Watters Creek Growth Area includes property west of U.S. Highway 75, north and south of Bethany Road, including Allen Central Park, Watters Creek at Montgomery Farm, and undeveloped property west of Watters Creek.

The new Allen Convention Center will be built in the Allen Central Park business park, north of Bethany at U.S. Highway 75. This new facility creates an opportunity to commission a large-scale identity project that is visible from either Bethany and/or U.S. Highway 75 and complements the design of the facility. The new roundabout on Montgomery Road west of U.S. Highway 75, referenced above, also presents an opportunity for a work of art that creates *an icon or gateway* into this part of Allen.

Watters Creek at Montgomery Farm has been very successful in incorporating public art into its development, mostly to help *anchor and define its gathering and open spaces*. As this development expands, this strategy should continue. If outdoor public gathering places are planned for the Convention Center, this approach to siting art could be extended to these spaces as well.

Growth Area 4 – McDermott Land

As stated in the City’s Comprehensive plan, the McDermott Land “is well suited for development as a premier high quality residential neighborhood.”² As a dominantly residential development area, it would not fall into Allen’s priority areas for encouraging or requiring public art in private development. However, to the extent

¹ Allen 2030 Comprehensive Plan, Chapter 5 – Growth Areas, p 111, October 2014

² Allen 2030 Comprehensive Plan, Chapter 5 – Growth Areas, p 132, October 2014

that the developer is designing major arterial roadways or open space features, approaches such as those utilized for the design of Bethany Road east of Alma, where artist Brad Goldberg was part of the design team, and the retention pond at Bethany and Alma, with Goldberg's project Cisterna, would be welcomed and extend the *quality of design and attention to detail* that these projects represent.

Growth Area 5 – Central Business District (CBD)

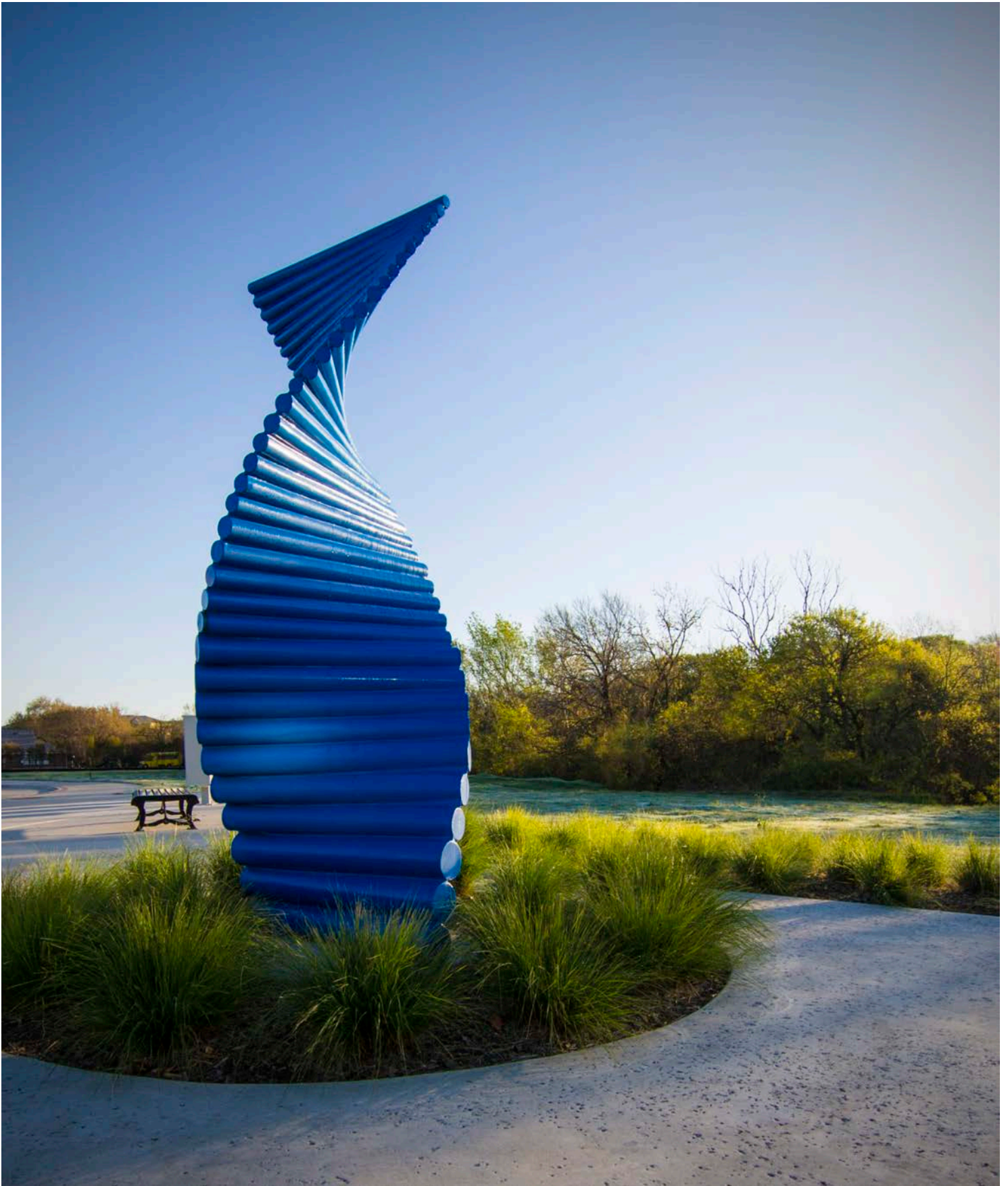
The Central Business District, Allen's historic downtown, has experienced a decline in activity. The City's Comprehensive Plan calls for an update to the CBD Redevelopment Plan to both guide public investment and set the stage for private redevelopment. Allen Public Art should, in conjunction with this planning effort, develop a detailed strategy for public art in the CBD. This plan should consider public art at multiple scales, both incorporated into City capital projects and development projects. The CBD has the potential for works of art that relate to all three elements of Allen's vision. As the symbolic and historic center of the city, a large-scale artwork can *strengthen Allen's identity*. As a center of the community, the CBD can be a *gathering place for community events*, which can bring opportunities for art. And as a pedestrian-oriented place, art projects there can *bring interesting texture and attention to detail* to both buildings and infrastructure.

U.S. Highway 75 Corridor

The U.S. Highway 75 corridor is how most people arrive in Allen. It serves as an important gateway and defines the community's identity. Commissioning works of art that are visible from vehicles on U.S. Highway 75, however, is extremely challenging. For a work of art to be readable at that scale, often by people in moving vehicles, it would need to be at or near an architectural scale. In most cases, the City should continue to work with developers to ensure that their developments are well-designed and provide an aesthetic improvement to the corridor. In some cases it may be a possibility to incorporate an artwork into the façade of a building or parking structure facing the highway. In limited cases, a property may be situated in such a way that a large-scale work of art could be sited that makes an impact from U.S. Highway 75.

Pedestrian-Oriented Retail and Mixed-Use Development

Pedestrian-oriented retail and mixed-use developments in Allen can provide excellent opportunities for artwork in gathering places and to *enhance the overall design quality* of places people walk and congregate.



Todd Griggs, *Wave Machine*, 2015, Cotton Crossing Trailhead

V. COMMUNICATIONS AND COMMUNITY PROGRAMS

COMMUNICATIONS AND COMMUNITY PROGRAMS GOALS

Allen Public Art should be a well-known asset that fosters community pride. Through an effective communications strategy, the City of Allen should:

- Raise the profile of Allen Public Art and the Allen Public Art Collection.
- Inform people about the process used to select artists and works of art for the City.
- Encourage people to get involved on the Public Art Committee or on an Artist Selection Panel.
- Educate people about the works of art, the artists that create them, the processes they use, etc.
- Draw attention to Allen, Texas as an innovator and an arts destination.

MESSAGE AND IDENTITY

Allen Public Art should create and maintain an enhanced program identity. This identity should clearly identify Allen Public Art as a program of the City of Allen and should be used consistently in all program materials and traditional and social media. This applies to print materials, press releases, website, social media and identification labels.

When developing materials, Allen Public Art should also consider developing key messages that are reinforced through all communications channels. Potential key messages are:

- Celebrate the talents of commissioned artists.
- Promote the role that the community has played in the selection of the artist or creation of the work.
- Relate projects back to the vision of program and major initiatives.
- Underscore that the approach taken toward planning, funding and implementation is related to best practices in public art.

CATALOG OF THE COLLECTION

A full inventory of the collection, including high-quality images and descriptions, should continue to be accessible via the City's website. Print brochures about the collection and specific works in the collection can also be a resource that is distributed at community facilities and shared with people interested in the program.

PROJECT-SPECIFIC COMMUNICATIONS STRATEGY

Allen Public Art staff, working with the City and Parks and Recreation Department communications staff, will develop a communications strategy for each public art project that includes messaging opportunities during the commissioning process through unveiling the artwork. The strategy should identify target audiences, messages, and vehicles for communication, as well as a timeline linked to the public art project milestones. The communications strategy can also be a tool to identify strategies for stakeholder engagement and community involvement during the commissioning process.

COMMUNITY PARTNERSHIP PROGRAMS

Allen Public Art should work with local and regional nonprofits, educational institutions, regional partners and others to develop programs designed to engage people more deeply in Allen's public art collection. Programs should focus on activities that expose the community to selected artists such as studio tours, lectures, workshops or exhibitions; and programs that engage people more directly in the Allen Public Art Collection such as tours and curriculum materials.

VI. PUBLIC ART IMPLEMENTATION GUIDELINES

The following guidelines are an update to the Public Art Implementation Guidelines adopted in Allen's 2005 Public Art Master Plan. The implementation process, as outlined in the 2005 guidelines, has been effective in building the Allen Public Art Collection. This update makes a few changes, mostly to clarify certain terms or processes, and are based upon best practices in the field of public art. This section also includes new recommendations for how the City of Allen can encourage developers to support the growth of public art in the community. Updates are summarized at the opening of each section.

DEFINITIONS

Updates: The definition of artist and concept proposal are clarified, and new definitions are added for project plan, gift, loan, and donor. "Allen Public Art" is defined as the name of Allen's public art program.

The following terms are used throughout the Public Art Master Plan.

Accession – The act of adding or acquiring a work of art to the Allen Public Art Collection through commission, purchase or gift.

Allen Economic Development Corporation (AEDC) – The Allen Economic Development Corporation is charged with facilitating expansions and relocations of new and existing businesses that in turn will bring additional tax revenue, local spending and job opportunities to the community. A five-member board of directors, appointed by the City Council, oversees the corporation's operations. As a Type-A Corporation, the Allen Economic Development Corporation receives dedicated revenue from a 0.5% sales tax.

Allen Public Art – The name of the City of Allen's public art program.

Allen Public Art Collection – Works of art owned by the City of Allen.

Art Projects Account – All monies appropriated for the City of Allen Public Art Program will be maintained in separate Art Projects Account. The Art Projects Account will be managed by the City of Allen Parks and Recreation Department.

Artist – An individual generally recognized by critics and peers as a professional practitioner of the visual, performing or language arts, based on his or her body of work, educational background, experience, exhibition history, publication and/or creation of artworks. For commissioning and acquisition purposes, an artist cannot be a City employee, a member of the Public Art Committee or the relevant Art Selection Panel. If the artwork is part of a Capital Project, the artist cannot be a member of the Prime Consultant's firm or team.

Artist Selection Panel – An ad-hoc subcommittee of the Public Art Committee, which is responsible for recommending the selection of an artist or artwork for a particular project. The Artist Selection Panel should have a minimum of four members and include at least one member of the Public Art Committee. Other Panel members should have an art, architecture or design background, or an intimate knowledge of or connection to the site. Allen Public Art Program Coordinator runs the meeting. The Project Manager and Prime Consultant may be invited as non-voting members of the Panel.

Artwork – An aesthetic creation of permanent or temporary medium or combination of media resulting from the skill and creativity of an artist or artists.

Call to Artists – General term for a request for artists to apply for a public art commission. Can be a Request for Qualifications or a Request for Proposals.

Capital Improvement Program (CIP) – Document which outlines the identified capital expenditures to be undertaken, plus the recommended provision for financing. The purpose of the CIP is to provide a coherent plan for the physical development of the City's infrastructure. The City prepares a five-year CIP Plan and annually develops a CIP Budget.

Capital Projects – Building projects outlined in the CIP. Same as Capital Improvement.

Community Development Corporation – The City of Allen, under the State of Texas Development Corporation Act, Section 4B, is permitted to collect sales tax for eligible capital improvements, which may include public art, and equipment purchases. The Community Development Corporation is a City Council appointed board that oversees the spending of these funds.

Concept Proposal – The initial design phase of a public art project where an artist creates a proposal, generally including the design, presented in a diagram or maquette, plus a projected budget, project narrative, and timeline for the creation of the work.

De-accession – The act of removing a work of art from the Allen Public Art Collection.

Design Collaboration – A multidisciplinary design team approach wherein artists work on project teams with architects, engineers, landscape architects, and others to design and create public places.

Donor – An individual or entity that proposes to donate an artwork to the City or make a monetary contribution to the Art Projects Account.

Final Design and Engineering – The completion of the design of a public art project when an artist finalizes the design, placement, installation specifications, cost estimate, and has relevant components prepared and stamped by a certified engineer.

Gift – Art donated to the City of Allen from a private individual, institution or other outside source.

General Obligation (G.O.) Bonds – Debt instruments authorized by a vote of the electorate to finance capital improvements. The bonds are subject to covenants and the issuance of bonds is based on the full faith and credit of the City.

Loan – Artworks provided to the City of Allen for its use for a period of time and to be returned to the owner after the loan period expires.

Maquette – Term for a scale model of a proposed work of art.

Percent for Art – A public art funding mechanism in which a certain percent of capital project funds are set aside for the commissioning of public art.

Prime Consultant – The architect, landscape architect, engineer, or other design professional hired by the City of Allen to design a Capital Project.

Project Manager – The City staff person charged with responsibility for the implementation of the design and/or construction of a City of Allen-owned facility.

Project Plan – A document developed by Allen Public Art staff with input from the Public Art Committee which outlines the work that must be done to undertake a specific public art commission or acquisition and establishes the goals against which the project will be reviewed. The Project Plan is approved by the Public Art Committee before a project begins.

Public Art – Temporary or permanent elements of a public space that are designed by an artist or artist team, that reflect an awareness of and enrich the site, and whose selection and/or creation generally involves the community.

Public Art Committee – Committee appointed by City Council, responsible for advising and making recommendations to staff and the Council regarding the Allen Public Art Program.

Public Art Program Staff – The City staff person assigned to coordinate and facilitate the implementation of the Allen Public Art Program.

Public Art Work Plan – The annual plan developed by Allen Public Art staff and Public Art Committee and approved by the Council that outlines the public art projects and programs to be undertaken in a given year, the budgets for those projects, and sources of funds.

Qualifications – Materials sent by an artist upon request of the Allen Public Art Program that demonstrate the capabilities of the artist. Qualifications generally include images of the artist's relevant previous artwork with a corresponding image list, a resume, cover letter or statement of interest, and references.



Request for Proposals – Term for a document soliciting proposals from artists for a specific public art project.

Brad Goldberg, *Cisterna*, 2006,
Montgomery Farm

Request for Qualifications – Term for a document soliciting qualifications from artists for a specific public art project or for an artist roster.

Site-specific – Works of art that are inspired by and created to fit the context of a particular place.

Temporary Public Art – Works of art that are created to be in a public place for a limited period of time, generally less than five years.

ROLES AND RESPONSIBILITIES

Updates: Responsibilities updated to reflect a new Project Plan phase of project development and the review of public art in private development. The Allen Public Art Program Coordinator position is defined, and a team approach to managing the program is described.

Allen City Council

Roles and Responsibilities

- Make appointments to the Public Art Committee.
- Review the recommendations of the Public Art Commission regarding the selection of artists and artwork for public property.
- Approve contracts over a certain threshold.
- Review and provide feedback on Project Plans.
- Ensure that General Obligation Bond elections for CIP projects include a proposition for public art funding that is in compliance with the Public Art Ordinance.
- Update public art policies as needed.

Public Art Committee

Composition

Allen Public Art will be advised by a citizen's Public Art Committee, appointed by the City Council. In accordance with City of Allen rules regarding Council-appointed boards and committees, Public Art Committee members must be current residents of the City, registered voters, and shall have been residents of the City for a period of at least one year. The Commission shall have seven (7) members. It is recommended that at least one of the Public Art Committee members shall be a visual artist and at least three shall have the following backgrounds.

- Architect
- Landscape architect
- Interior designer
- Urban planner or designer
- Art or architectural historian
- Arts administrator
- Curator
- Arts community volunteer

A liaison from City Council serves as an ex-officio member of the Committee. The Allen Public Art Program Coordinator will staff the Committee. Committee members will serve for two-year terms with no term limits. Terms are staggered, with half of the membership appointed each year.



Gordon Huether, *A is for Allen*, 2012, Exchange Parkway

Roles and Responsibilities

The Public Art Committee shall have the following responsibilities.

- Work with Allen Public Art staff to develop an annual Public Art Work Plan.
- Make an annual report to the City Council regarding public art program accomplishments.
- Approve Project Plans.
- Make recommendations to the City Council regarding the placement or removal of artwork on public property, including the selection of artists for public art projects, the acquisition of artwork, the acceptance of works of art as gifts or loans, and the de-accession of artwork.
- Serve on Artist Selection Panels and report back to the Public Art Committee.
- Encourage private developers to commission public art as part of development projects and guide them, when requested, in the selection of artwork for their facilities.
- Identify collaborations and sources of funds.
- Other responsibilities as requested by the City Council.

Artist Selection Panels

Composition

Each Artist Selection Panel should have a minimum of four members and should consist of the following types of individuals:

- A representative from the Public Art Committee.
- A community representative.
- A representative from the arts community.
- A design professional (not the Prime Consultant).
- A collaborating partner representative (i.e.: Park Board, Community Development Corporation, Library Foundation Board)

Roles and Responsibilities

The Artist Selection Panel will have the following responsibilities, depending upon the type of selection process employed:

- Review artist qualifications, proposals, or interview artists.
- Review community feedback on proposals (if applicable).
- Make final recommendations to the Public Art Committee to bring before the City Council.

Allen Public Art Staff

Roles and Responsibilities

Allen Public Art will be staffed by members of the City of Allen Parks and Recreation Department staff.

Day to day management of the public art program should be the responsibility of the Allen Public Art Program Coordinator, reporting to the Director of Parks and Recreation. The Program Coordinator can be a full time position, a part-time position, or the part-time responsibility of full-time Parks and Recreation Department employee.

The Allen Public Art Program Coordinator has the following responsibilities.

- Working with the Public Art Committee and other City staff to develop and implement the Public Art Work Plan.
- Staffing the Public Art Committee.
- Overseeing the commissioning and installation of new works of art for the City's Public Art Collection, including project planning, management of the artist selection process, project implementation, documentation and community education.

Chance Dunlap, *Monstrum Incarnata*, 2012,
Allen Senior Recreation Center Center



- Ensuring that the City's adopted public art policies and procedures are followed.
- Ensuring that the Public Art Collection is properly documented, maintained and conserved.
- Pursuing potential collaborations and funding opportunities, including writing grants.

The Allen Public Art Program Coordinator is supported by Parks Planning Services, especially in the scoping of public art projects, and in working with artists, Project Managers and contractors through project implementation.

The Program Coordinator is also supported by the Parks and Recreation Marketing Manager on issues related to communications and community programs.

Project Managers

Roles and Responsibilities

The Project Managers for the CIP projects play an important role in the successful implementation of Allen Public Art, and at times may have the following responsibilities:

- Meet with Allen Public Art staff to review upcoming CIP projects and discuss public art goals, level of artist involvement, project timelines, etc. Provide Allen Public Art staff with appropriate documents related to the project.
- Define artist involvement in the RFQ and/or RFP when selecting the Prime Consultant. Keep the selected Prime Consultant informed about the details of the artist's involvement in the project.
- Serve as ex officio members of the Artist Selection Panels.
- Provide Allen Public Art staff and selected artist(s) with appropriate documents needed to develop preliminary and final designs, such as architectural design drawings and specifications, structural, electrical or mechanical drawings, etc.
- Review artists' concept and final designs and consult with appropriate parties regarding safety, liability, timelines, code requirements, installation schedules, etc.
- Ensure that special maintenance needs, as documented by the artist and on file with the Allen Public Art staff, for the completed artwork are communicated to the proper person/entity.



Amanda Dunbar, *The Allen Historic Dam*, 2000, Allen City Hall

SOURCES AND USES OF FUNDS

Updates: Guidelines clarify use of general fund and call out other project funding sources.

Percent for Art

In 2005, the City of Allen passed Ordinance No. 2429-08-05, which states that “(a)n amount up to or equivalent to two percent (2%) of the total amount of the General Obligation (G.O.) Bond funds for the Capital Improvement Program, minus land acquisition and environmental remediation costs, shall be allocated for the commissioning of public art. When the sale of GO bonds for CIP projects is taken to the voters, the Percent for Art shall be placed as a separate proposition on the ballot. Percent for Art funds can be used for public art projects at new or existing facilities, as well as other public spaces.”

As part of the 2007 GO Bond Program, voters approved \$1,390,000.00 for public art.

This funding strategy should remain in place for future GO Bond programs.

Community Development Corporation

Community Development Corporation funds may be used for public art related to park or other recreation, tourism or economic development projects. Should the Public Art Committee wish to approach the CDC board to fund a public art project or projects related to parks, a proposal should first be made to the Parks Board. The Parks Board will then include the public art project or projects in their annual request to the CDC.

Grants

Parks and Recreation Department and other related City Departments and partners can seek grants to help support the activities of Allen Public Art. In addition, when the City seeks grant funds for Capital Improvement Projects of \$100,000 or more, the grant application should include an amount equal to 2% of construction costs, minus land acquisition and environmental remediation costs, for public art, when permissible.

Private Fundraising

The City should consider seeking support from individuals, corporations and foundations and other granting organizations to support the commissioning and acquisition of public art, as well as activities necessary to the success of Allen Public Art, such as education, community engagement, maintenance and conservation. The Allen Parks Foundation, a 501(c)3 organization, can be used as a funding mechanism for those desiring to donate funds for public art within the community.

General Fund

As a part of the City’s annual budgeting process, the Parks and Recreation Department should request funds to support the following elements:

- *Staffing and administrative support.* The General Fund should cover staffing from the Parks and Recreation Department, including any future dedicated staff. The General Fund can also be used to hire consultants to manage or curate specific public art projects.

- *Collection management.* The General Fund should support keeping good documentation of the City's collection, as outlined below, a regular collection assessment, and professional conservation when needed.
- *Communications.* The General Fund should cover communications efforts and materials related to works in the collection.
- *Other.* Requests can be made of support from the General Fund for other expenses related to the successful implementation of the Allen Public Art.

Uses of Project Funds

Percent for art and other designated public art project funds may only be used for:

- Artist fees and artist travel and expenses that are related to the City's purchase of an art fixed asset as stipulated in a contract with the artist.
- Artwork fabrication, storage, and installation per contract.
- Acquisition of existing works of art.
- Required permits and insurance during the fabrication and installation of the artwork per contract.
- Documentation and interpretive plaques.
- Project consultants and contracted services.
- Bond funds shall only be used for eligible purchases for fixed assets meeting the minimum purchase price of \$5,000.

Percent for art and other designated public art project funds may not be used for:

- Mass produced work, with the exception of limited editions controlled by the artist.
- Artwork not produced or designed by a Public Art Committee-recommended artist.
- Professional graphics, unless designed or executed by an artist or used in the development of collateral material for Allen Public Art.
- Decorative, ornamental or functional elements that are designed by the Prime Consultant.
- Routine maintenance.
- Purchase of existing works of art outside of the selection process.
- Bond funds shall not be used for operating or related expenses.

Art Projects Account

All monies appropriated for Allen Public Art will be maintained in a separate Art Projects Account. Art Projects sources not expended at the conclusion of the fiscal year will roll over into the following fiscal year. The City may also utilize the Art Projects Account to accept gifts, grants, contributions, and donations made for Allen Public Art.

The Allen Public Art Program Coordinator will prepare an annual budget in support of the Public Art Work Plan that will allocate funds for the planned public art projects and related programming. The annual budget will be prepared in conjunction with the City's Operating and Maintenance (O&M) and CIP budgets.

PLANNING TOOLS

Updates: Guidelines clarify what is included in the Public Art Work Plan and also outline a requirement for the creation of a Project Plan for each public art project, developed by staff and approved by the Public Art Committee.

Public Art Work Plan

The Public Art Work Plan is an annual document that outlines the public art projects, related community and educational programs, and maintenance and conservation that will be initiated or will be in process during the coming fiscal year. The Allen Public Art Program Coordinator will lead the development of the Work Plan in consultation with the Public Art Committee. The Work Plan is a tool for Allen Public Art staff, the Public Art Committee and project partners to use to plan for the coming year, and can be modified with approval of the Public Art Committee if circumstances around specific projects or initiatives change throughout the year.

The Work Plan should specifically address:

- Which public art projects will be funded and the budget and funding source for each project.
- Planned maintenance and conservation with a budget.
- Planned communications activities with a budget.
- Any other anticipated projects or needs for Allen Public Art with associated costs.

Allen Public Art staff will take the following steps to develop the Public Art Work Plan:

1. Meet with the City Finance Department staff to verify available Percent for Art funds and project budgets, as well as grant and other available funds.
2. Meet with appropriate Project Managers to review plans for upcoming capital projects and project timetables, as well as special project opportunities.
3. Review conservation or maintenance needs.
4. Consult with the Public and Media Relations Office and the Parks and Recreation Department Marketing Division to discuss communications strategies for the coming year.
5. At an annual planning session with the Public Art Committee:
 - a. Recommend options for public art opportunities, prioritize opportunities, and discuss goals for these projects.
 - b. Review and prioritize options for community and educational programs.
 - c. Review and prioritize maintenance and conservation needs.



6. Develop a draft Public Art Work Plan, as described above.
7. Present the draft Plan to the Public Art Committee for its review and approval.

Walt Horton, *Out of the Park*, 1999, Allen Station Park

Annual Report to City Council

Each year the chair of the Public Art Committee delivers an Annual Report to City Council at a City Council work session, outlining the accomplishments of Allen Public Art from the previous year and a preview of projects that may be coming to City Council in the coming year.

Project Plan

Prior to commencing a public art project, Allen Public Art staff will develop a Project Plan for the project. The Project Plan should outline each aspect of the project, including:

- A description of the project’s location and other information regarding the proposed siting.
- The project goals and how the project relates to the overall vision for public art in Allen.
- Evaluation criteria against which the artist selection and Concept Proposal can be evaluated.

- The budget and funding sources.
- The project schedule.
- Project stakeholders.
- The artist's scope of work.
- The artist selection method.
- Recommended Artist Selection Panel members with alternates.
- A communications strategy.

The Project Plan should be informed by the Public Art Master Plan and other planning documents related to the site.

The Project Plan is developed by Allen Public Art staff, in collaboration with relevant City Departments and the input of stakeholders. The Public Art Committee approves the Project Plan and presents it to City Council at a Council workshop for feedback prior to the commencement of a project.

Other City Plans

Other City plans, developed by the Community Development Department, or created as part of a complex capital project, such as a specific park master plan, are an important tool for identifying public art opportunities as public spaces are being planned. For plans looking at a specific part of the city, identifying public art opportunities during the planning process can ensure that the art takes into account specific community interests as well as a better understanding of future infrastructure and development patterns. For specific capital projects, incorporating thinking about public art during planning can ensure the art complements the uses or program for the facility.

ARTIST SELECTION

Updates: While there are no significant changes to guidelines, Allen Public Art should carefully consider increasing the utilization of tools such as an Invitational process for identifying potential artists and interview-based selection in order to secure the best and most qualified artists for projects.

Artist Selection Guiding Principles

One of the most important steps in developing a public art project, and ultimately the City's public art collection, is selecting the best possible artist/artwork for the project. When deciding upon the appropriate process for selecting artists/artwork, the following should be considered:

- The decision-making process should be open and transparent.
- The process should take into consideration the needs of the site, the community the project will serve, and the identified public art project goals.
- The Artist Selection Panel should include people with knowledge and experience in art and design as well as people with a stake in the final project.

- Both open and invitational processes should be the main methods of artist solicitation considered, carefully weighing which option will attract the best candidates for the project.
- A selection process that engages the community can be an enriching experience and help build support for Allen Public Art.

Artist Eligibility

All artists and artist teams should be encouraged to apply for specific projects, with the following exceptions:

- The Prime Consultant or other design professionals already working on the project or others from the same firm.
- Projects by undergraduate or graduate students done as a class requirement.
- City employees or their relatives.
- Artists who are members of, or are related to members of the Artist Selection Panel, Public Art Committee, City Council or City Staff.

Methods of Solicitation

Open Competition

In an Open Competition any artist may submit his/her qualifications or proposal, subject to any requirements established by Allen Public Art staff and/or Public Art Committee. The Requests for Qualifications (RFQs) or Requests for Proposals (RFPs) should be sufficiently detailed to permit artists to determine whether their work is appropriate for consideration. Open Competition allows for the broadest range of possibilities for a site and can bring in new, otherwise unknown, and emerging artists. In most cases, proposals are only solicited after reviewing artist qualifications and selecting a small pool of finalists. Open Competitions, however, sometimes discourage established artists who prefer to respond to invitational competitions.

Invitational

In an Invitational process, several pre-selected artists are invited to submit their qualifications and/or proposals. This method may be appropriate when the Public Art Committee is looking for a small group of experienced artists, for larger-scale projects, when there is a limited time frame, or if the project requirements are so specialized that only a limited number of already identified artists would be eligible. It is possible that this list of artists would come from a pre-qualified artist roster.

Direct Selection

On occasion, artists may be chosen directly by the Artist Selection Panel. Direct selection may be useful on projects where an urgent timeline, low budget, or very specific project requirements exist. It is possible that this artist would come from a pre-qualified list or roster. Approval of the City Council and the City Manager must be secured prior to utilizing this selection method.

Direct Purchase

Some projects require the purchase of a specific artwork due to the exacting nature of the project or a very limited project timeline. In this case, the work must be “one-of-a-kind” and not mass-produced or off-the-shelf, unless it is part of a limited edition. It is possible that this artwork would come from an artist on a pre-qualified list. Approval of the City Council and the City Manager must be secured to prior to utilizing this selection method.

Pre-Qualified Artist Roster

Allen Public Art staff and Public Art Committee may decide to develop a pre-qualified pool of artists, or Artist Roster, from which it can choose artists for Limited Competition, Direct Selection and Direct Purchase. This Roster would be developed based on a comprehensive review of qualifications from artists who responded to an Open Call to Artists to be on the roster. This list could be updated annually or bi-annually, depending on the frequency of new projects.

Artist Selection Panels

Due to the site-specificity of public art a different Artist Selection Panel should be convened for each public art project. The panelists should be briefed on the project by Allen Public Art staff, the Project Manager and, the Prime Consultant (if applicable) and given a tour of the project site (if possible) at the onset of the project. A description of the Artist Selection Panel is outlined in the Roles and Responsibilities section of this document.

Allen Public Art staff facilitates Artist Selection Panel meetings. The Project Manager and the Prime Consultant (if applicable) should attend meetings in an ex-officio capacity to answer questions, provide insights, and ensure that relevant information is shared with the Committee.

Basis of Selection

Regardless of the method used for selecting artists, the Artist Selection Panel should utilize one or more of the following tools to become acquainted with the applying artists, their bodies of work, their work approach, and their specific concept proposals for the project.

Review of Qualifications

Artists may be invited, through any of the methods described above, to submit their qualifications. A qualifications package generally includes a cover letter or statement expressing the artist’s interest in the project and approach to public art, a resume, images of their previous artwork, an annotated list of those projects that includes relevant project data, and references.

These qualifications should be reviewed by the Artist Selection Panel. When reviewing qualifications, the following criteria should be considered:



Jim Budish, *Chauncy too, Abby & Carrot*,
Watters Creek at Montgomery Farm

- Demonstrated excellence of past work in conceptual, aesthetic and technical terms.
 - + Submitted work's quality.
- Professional qualifications and relevant experience.
 - + Record of artist's professional training and achievements.
 - + Experience working on projects requiring relevant technical or collaborative skills.
 - + Participation by minority and women-artists
- Stated interest and approach.
 - + Stated interest in project and evidence of approach in keeping with project goals.
 - + Stated interest in working with the community in the development of the project and/or its execution (if applicable).
- Demonstrated ability to create work that meets the specific project goals.

Review of Concept Proposals

After a review of qualifications, a short list of artists may be selected as finalists to submit their specific Concept Proposals for a project. Artists should be paid a stipend for their Concept Proposal and, if applicable, reimbursed for their travel expenses. Artists should be given at least six to eight weeks to prepare a Concept Proposal. Concept Proposals generally should include a letter or statement describing the Proposal, a scaled diagram or maquette, a proposed project schedule, and a budget. Qualification materials should be re-reviewed along with Concept Proposal materials.

Artists should be invited to present their own Concept Proposals to the Artist Selection Panel and for questions and answers.

When reviewing Concept Proposals, the following criteria should be considered:

- Proposed project meets the goals for the site.
- Artistic merit of proposed concept.
 - + Proposed project's potential for visual impact.
 - + Submitted project's conceptual merit.
- Evidence of project's feasibility, compatibility to the site and technical requirements.
 - + Proposal's adaptation to the site, scope, and community.
 - + Proposal shows an understanding of technical considerations, site-induced limitations, and operational requirements.
 - + Proposal appears to be safe and durable relative to theft, vandalism and the environment; and maintenance and conservation requirements are reasonable.
- Artist's proven ability to undertake comparable projects.
 - + Record of past success.
 - + Proposed design's fit with project.
- Reasonable budget and timeline.
 - + Proposed budget is detailed, supported by current data and appropriate.
 - + Timeline meets project needs.

Artist Interviews

For certain projects, after reviewing qualifications, the Artist Selection Panel may wish to interview a short list of artists in lieu of requesting Concept Proposals. This is especially effective for design collaboration projects where the artist will be collaborating with the Prime Consultant and other design team members to integrate artistic enhancements into the site, or to lead the design of the entire site. Interviews allow for the artist who is ultimately selected to work in depth to develop the initial Concept Proposal and for the Artist Selection Panel to understand the artists' personality and professional working style. Some well-

established artists also prefer to be selected based on a review of qualifications and interview and will not submit for projects where there is a competitive proposal phase. Interview formats may vary, but artists should be given time to present their qualifications and work approach to the Panel prior to questions and answers.

When interviewing artists, the following criteria should be considered:

- Professionalism and relevant experience.
 - + Record of artist's professional training and achievements.
 - + Experience working on projects requiring relevant technical or collaborative skills.
 - + Proposed design's fit with project.
 - + Proven ability to undertake comparable projects.
- Aesthetic and design approach.
 - + Interest in and enthusiasm for project.
 - + Evidence of design approach in keeping with project goals.
 - + Aesthetic sensibilities in keeping with project goals.
 - + Stated interest in working with the community in the development of the project and/or its execution (if applicable).

RECOMMENDED ARTIST SELECTION PROCESS

Each artist selection process should be uniquely designed to match the conditions of the project. However, the process should follow the basic procedures shown below. Selection of artists must be made in accordance with state law and City policy.

REVIEW ARTIST QUALIFICATIONS

Staff collects artist qualifications through an Open Competition or Invitational RFQ.

Staff presents artist qualifications to the Artist Selection Panel.

Panel chooses one of the following:

- a. Selection of 3-5 finalists to submit a proposal
- b. Selection of 3-5 finalists to interview
- c. Selection of a single artist based upon their qualifications
- d. Revise and re-issue the RFQ to get different artists

REVIEW OF ARTIST PROPOSALS OR INTERVIEWS

Finalists are invited to prepare a proposal or to interview with the Artist Selection Panel.

Panel recommends one of the following to the Public Art Committee:

- a. Selection of one of the finalist concept proposals
- b. Selection of one of the artists based on the interview
- c. Asking one or more of the artists to revise and re-submit their proposals
- d. Not selecting one of the artists or proposals and going back to review qualifications

PREPARATION OF CONTRACT AND PRESENTATION TO CITY COUNCIL

Once the final artist is approved by the Public Art Committee, staff should work with the artist to prepare a contract.

- a. If the artist is selected based upon a proposal, the contract should be for the final design, engineering, fabrication and installation of the artwork.
- b. If the artist is selected based upon an interview, the first contract should be for the Concept Proposal. The second contract should be for the above-listed tasks.

For contracts \$50,000 or greater, the contract will be presented to City Council for approval. For contracts less than \$50,000 the project will be presented to City Council as an information item.

PROJECT IMPLEMENTATION

Updates: Allen Public Art staff, including the Program Coordinator and Parks Planning Services staff, should continue to implement projects with a high level of professionalism. No changes to guidelines.

Artist Contract

Upon the decision of the Artist Selection Panel, Allen Public Art staff will prepare a contract that includes the scope of work, fee, schedule, and relevant terms and conditions. The scope of work will vary depending on the project, but will generally include final design and engineering, fabrication of the artwork, and installation of the artwork. For artists selected based on an interview process, Allen Public Art staff may recommend that the contract be phased such that the scope of work in the initial contract is for a Concept Proposal and the scope in the second contract is for the final design, engineering, fabrication and installation of the work. Before the contract is submitted for approval, Allen Public Art staff will meet with the appropriate Project Manager to review and coordinate the schedule.

Concept Proposal (interviews only)

If the artist is selected through an interview process, the initial step is to develop a Concept Proposal. Allen Public Art staff should organize a kickoff meeting with the relevant staff, contractors and consultants to allow the artist to become familiar with the site, project, and schedule. To develop the design, the artist may also need to meet with other project stakeholders. The Concept Proposal should be presented to the Public Art Committee and/or the Artist Selection Panel for their review and approval. The Concept Proposal may also be presented to the City Council.

Final Design and Engineering

Once the Concept Proposal is approved, or if the artist is selected based on his/her proposal, the artist will develop final design and engineering drawings for review and approval by the City before proceeding with fabrication. Allen Public Art staff will schedule meetings with the appropriate offices to review and approve the plans.

If the artist proposes any significant design changes, Allen Public Art staff will secure the approval of the Public Art Committee and the City before approving said changes in writing, per the terms and conditions of the contract. If the City requests any modifications due to changes in the project, Allen Public Art staff will review the proposed changes with the artist. If the parties are not in agreement, the City Manager or designee will act as arbiter. If the change will affect the budget, scope or schedule, Allen Public Art staff will initiate a contract modification.

Fabrication of Artwork

Once the final design and engineering drawings have been approved by the City, and upon receipt of Notice to Proceed, the artist may begin with the fabrication of the artwork. The fabrication may be done by the artist, or part or all may be done by subcontractors supervised by the artist. Allen Public Art staff may request a studio visit or written updates from the artist.

Installation of Artwork

In most cases, the artist will be responsible for the installation of the artwork. Allen Public Art staff should coordinate that installation with the artist and the Project Manager.

Dedication, Submittal of Project Documentation and Project Closeout

Once the artwork has been installed, and the related CIP project is complete, a celebratory dedication should be planned by Allen Public Art staff and the Public Art Committee. The artist should be required to submit all required paperwork, including all drawings and a maintenance and conservation worksheet, prior to project closeout and final payment.

STEP	OUTCOME	RESPONSIBILITIES
1. Artist Contract	Agreement between the artist(s) and the City outlining scope of work, fee, schedule and relevant terms and conditions.	<ul style="list-style-type: none">• Prepared by Allen Public Art staff in consultation with selected artist and Project Manager (if applicable).• Approved by City Council over a certain threshold.• Signed by City Manager.
2. Concept Proposal	Approved Concept Proposal (if no already prepared through selection process).	<ul style="list-style-type: none">• Allen Public Art staff coordinates kickoff meeting and stakeholder input.• Artist develops design and presents it to the PAC for approval.• Project Manager and project architect (if applicable) participate in kickoff and review final Concept Proposal.
3. Final Design and Engineering	Approved final design and engineering drawings.	<ul style="list-style-type: none">• Artist prepares, or oversees the preparation of the necessary drawings and documents.• Allen Public Art staff coordinates review by appropriate offices, including the Project Manager and project architect (if applicable).• Significant changes from the initial Concept Proposal must be review by the PAC and the City and approved in writing.
4. Fabrication of Artwork	Complete fabrication of the artwork.	<ul style="list-style-type: none">• Artist fabricates or oversees fabrication of the artwork.• Allen Public Art staff receives periodic updates and milestone reviews.
5. Installation of Artwork	Complete installation of the artwork.	<ul style="list-style-type: none">• Artist oversees installation of artwork.• Artist works with Project Manager to schedule and coordinate with contractors.
6. Dedication, Documentation, Closeout	Community celebration of artwork, documentation on file, and all payments made.	<ul style="list-style-type: none">• PAC and staff plan dedication, install plaque.• Allen Public Art staff receives documentation from artist.• Allen Public Art staff facilitates final acceptance of artwork.• Final payment made to artist.

PUBLIC ART IN PRIVATE DEVELOPMENT

Updates: The City of Allen should be more proactive in encouraging private developers to commission or acquire public art as part of new development projects. Many of the private development projects in Allen will offer opportunities to further the vision outlined in this Public Art Master Plan. New tools provide guidance for developers to have successful public art projects.

Options for Supporting Public Art

Developer wanting to support public art have different options.

1. *Pay into the Arts Projects Account.* Funds would be spent to commission public art projects in keeping with the vision and opportunities outlined in the public art master plan.
2. *Directly Commission or Acquire Art on Site.* The developer would take the lead in commissioning or acquiring art for their development.
3. *Outsource Commissioning of Art to Allen Public Art.* Allen Public Art staff, working with the Public Art Committee, would select an artist and manage the project using the City's implementation guidelines, with the developer involved both as a stakeholder and having final approval over artist selection and all phases of design.

Expectations

Allen's priority is for the public art commissioned or acquired by developers to reflect the vision and opportunities outlined in this plan. If the project is in any of the Growth Areas identified in the Comprehensive Plan, along the U.S. Highway 75 corridor, or in a pedestrian or mixed use development, the developer should also refer to the considerations for public art in these areas outlined in the public art master plan when identifying opportunities and selecting artists.

Commercial Expression

Public art projects should not include any form of commercial expression, including logos, color or audio motifs, slogans, themes or any other components that are suggestive of a commercial entity's identity, branding or marketing. The only exception would be a logo indicating the sponsorship of a project on signage or digital media placed near the project that identifies the project. Public art projects should not be seasonal or thematic displays (e.g., lights related to holidays or fundraising causes).

Architectural Integration

Public art may be integrated into the architectural design or ornamentation of a building. In all cases, architecturally integrated art should be visible to the public, generally by incorporation into facades visible from major streets or public spaces, or at public entryways.

Landscape or Plaza Integration

In the event that a development project includes a publicly accessible outdoor space, public art may be incorporated into the design of that space. The goal should

Item # 7 / Attachment 1

be to integrate the public spaces (visually, functionally, or through programming) into the broader public realm, and for the public art to support that. The art project should be visible and easily accessible from a public street, not behind or between buildings or in semi-private areas like courtyards or upper-level spaces. The space, and the art, should be designed to provide full benefit to the entire community, not just the users of the property.

Streetscape Integration

Public art integrated with streetscape design should be encouraged only to the extent that it supports the goals and recommendations of area plans that relate to that section of the city.

Recognition

The City of Allen should pursue opportunities to recognize private developments that work with the City to install public art on private property. Recognition opportunities could include a plaque/medallion placed near the artwork to recognize their contribution to public art in Allen or promotion of the art and the business's contribution in City publications.

GIFTS OR LOANS OF ARTWORK

Updates: Guidelines include more specific proposal requirements for donors and outline steps for technical and aesthetic review.

As with the acquisition of any new artwork, the Public Art Committee shall make recommendations to the City Council regarding the acceptance and display of gifts and long-term loans of works of art (greater than 90 days). The Public Art Committee may choose to include additional stakeholders in the review process. Loans of 90 days or fewer can be approved by the City Manager.

Proposal Requirements for Gifts and Loans

Donors who express an interest in making a gift or loan of a work of art to the City should be required to submit a proposal that includes:

1. Drawings, photographs and written descriptions of the artwork. This should include size, colors, weight, materials, and any information that will establish that the item has the requisite physical integrity to be placed on public display and withstand exposure to the natural elements.
2. An explanation of how the artwork supports Allen's vision for public art.
3. Background on the artist (resume or bio).
4. The proposed location for the installation.
5. The method of display, and required site improvements (i.e.: hardscaping, landscaping, buildings, utilities, security devices, anchoring, etc.).
6. Cost estimates for installing the artwork, including but not limited to site improvements, foundations, landscaping, seating, lighting and other improvements and the funding source to cover these costs.

7. Written explanation of legal issues, including but not limited to, certifying the current legal owner of the artwork, the existence of any copyrights, patents or other title rights in or to the artwork, and an explanation of any conditions or limitations on the donation of the artwork.
8. The estimated fair market value of the artwork.
9. A condition report, an estimate of ongoing maintenance and conservation costs, and the funding source to cover these costs.
10. The anticipated date(s) for the gift or loan to occur.
11. Any additional information the City deems necessary or appropriate.

Technical Review Criteria for Gifts and Loans

The City staff should first conduct a technical review of the proposed gift or loan. The review should focus on the following issues:

- An appropriate site has been identified.
- The work fits the vision of Allen Public Art.
- The work in question can legally be loaned or given to the City by the donor/ lender.
- The financial costs connected with accepting the gift are known and can be met, including, but not limited to, shipping, shipping insurance, site preparation, installation, proper signage, insurance, landscaping, lighting, conservation and maintenance.
- The work poses no safety or liability concerns.
- Appropriate recognition for donors and lenders of artworks can be provided.
- Maintenance and conservation requirements can be met.

Aesthetic Review Criteria for Gifts and Loans

The Public Art Committee should review the proposed gift or loan for aesthetic and site considerations. When reviewing the work the Public Art Committee should take into account the following:

- The artist should meet definition of artist that is included in the Public Art Master Plan.
- The artwork supports the City's vision for public art, contributes to the diversity of the City's public art collection, and upholds artistic standards.
- The artwork demonstrates excellence in aesthetic quality, workmanship and creativity.
- The artwork is appropriate to the site in scale and form and is of materials/ media suitable for the site.

Once the loan or gift has been approved, a written agreement should be prepared detailing the roles and responsibilities of the City of Allen and the entity lending or donating the work of art.

COLLECTION MANAGEMENT

Updates: Allen Public Art staff should continue to uphold collection management practices. No changes to guidelines.

Maintenance

Works of art in the Allen Public Art Collection should be cleaned regularly and/or otherwise maintained by the City Department responsible for the facility, building or site in which the work of art resides. Works of art should be maintained in a manner appropriate to the medium and characteristics of the artwork, and in accordance with the Visual Artists Rights Act of 1990. The City Department should report any damage or conservation needs to Allen Public Art staff and should not do any non-routine maintenance unless requested.

To assist in this maintenance, a maintenance and conservation worksheet containing information on each work of art leased, loaned, or owned outright by the City should be kept on file with Allen Public Art staff and the City department responsible for maintenance.. Works of art on loan should be maintained in accordance with the requirements of, and in collaboration with, the lender.

Conservation

In some cases, works of art in the Allen Public Art Collection will need special attention to ensure their proper appearance and longevity. For newly commissioned or purchased works of art, the artist should guarantee the work of art against any repairs for one year (unless otherwise stipulated in the contract). Once every 3-5 years, Allen Public Art staff should oversee a comprehensive survey of the Allen Public Art Collection and ensure all necessary repairs are conducted. The artist should be given the opportunity to participate, on a contractual basis, in the conservation of his/her work, either directly or in an advisory capacity.

Record Keeping

Allen Public Art staff should be responsible for keeping comprehensive records of all works in the Allen Public Art Collection. This information may include, but should not be limited to:

- Artist information
- Current contact information
- Resume or biography
- Basic artwork information (title, media, dimensions, date completed)
- Statement describing the work
- Maintenance and Conservation Worksheet

- Artist drawings, construction drawings or other technical information
- Fabrication information, including name and contact information for fabricator
- Funding source or source of artwork (if gift or loan)
- Documentation of the artist selection process and other community outreach or involvement
- Related documentation provided to the Finance Department for inclusion of the artwork in the list of City fixed assets

De-accession and Relocation

De-accessioning is a procedure for the withdrawal of artwork from the public collection. Relocation of artwork should be carefully considered if the work is considered site-specific and relocating the work would damage the work or alter the work from what the artist intended. Consideration of de-accessioning shall involve the same degree of careful review as a decision to commission a work of art. Decisions will be informed by professional judgment and made in the interests of the public.

Procedure

1. The City should not remove any artwork from the site for which it was selected, nor remove it from display, without prior review by the Public Art Committee.
2. The Public Art Committee shall review the circumstances surrounding the proposed de-accession, relocation or removal. The Public Art Committee may choose to hold a public meeting for the purpose of gathering community feedback on a proposed de-accession, relocation or removal or gather community input through other methods.
3. The Public Art Committee may recommend de-accession, relocation or removal of a work of art for any of the following conditions:
 - The condition or security of the artwork cannot be reasonably guaranteed;
 - The artwork requires excessive maintenance or has defaults of design or workmanship and repair or remedy is impractical or unfeasible;
 - The artwork has been damaged and repair is impractical or unfeasible;
 - The artwork endangers public safety;
 - Significant changes in the use, character, or design of the site have occurred which affect the integrity or relevance of the work;
 - Significant adverse public reaction has been documented over an extended period of time (a minimum of three years);
 - The work is of inferior quality or is judged to have little aesthetic and/or cultural value;

- A suitable location for the artwork has been identified that better satisfies the original goals of the project; or
 - The artist requests removal due to concerns listed above.
4. Allen Public Art staff should make a good faith effort to notify the artist that his or her work is being considered for de-accession. If the artwork is site-specific, staff should make a good faith effort to notify the artist that his or her work is being considered for relocation.
 5. During the review process, unless there is imminent danger to the public, the artwork shall remain accessible to the public in its original location.
 6. The Public Art Committee will make a decision and forward it to the City Council. De-accession, relocation, or removal requires the approval of the Public Art Committee and City Council.
 7. De-accession, relocation or removal of artwork shall be done in a manner that complies with all other applicable City, state and federal procedures, policies and regulations. For example, de-accession, relocation and removal actions must comply with applicable procedures and laws relating to the disposition of City property and with laws protecting artists' rights, such as the Visual Artists Rights Act. No works will be sold to City of Allen staff or Public Art Committee members.
 8. Proceeds from the sale of any de-accessioned artwork will be used to support the Public Art Program.

APPENDIX A SURVEY RESULTS

As part of the development of a Public Art Master Plan for the City of Allen, we developed, and with the assistance of the Parks and Recreation Department, launched an online survey. The survey was designed to gather input regarding people’s awareness of public art currently on view in Allen, to learn more about people’s perceptions of the City and its most important places, and to gather input on a broad set of possible directions for public art. The survey is one of several tools being used to gather input into the master planning process. The survey was launched on January 4, 2016. The survey received 298 responses.

1. Are you aware that the City of Allen has a Public Art Program?

Value	Percent
Yes	63.5%
No	36.5%

2. What examples of public art in Allen are you familiar with?

Please click on each image that you recognize.

Value	Percent
"Blackland Prairie Song," Andrea Myklebust and Stanton Sears, Allen City Hall	54.7%
"Out of the Park (boy)," Walt Horton, Allen Station Park	45.7%
"Jazz Medley," Rich Morgan, Stacy Road medians east of US 75	93.4%
"Ducks at Watters Creek," Douglas B. Clark, Watters Cree	64.5%
"Rail Ladder Fire," Christopher Fennell, Fire Station #5	71.9%
"Cisterna," Brad Goldberg, West Bethany Drive at Alma Drive	69.5%
"Oceano," Roger White Stoller, Allen Public Library	49.6%
"Stratum," Brad Goldberg, Allen City Hall	53.5%
"A is for Allen," Gordon Huether, Exchange Parkway medians east of US 75	76.6%

3. Of the projects that you picked, which is your favorite work of art and why?

• Ducks at Watters Creek (39)

- + Symbolizes that animals are welcome part of Allen
- + Interactive for children
- + Makes sense for location, site specific
- + Whimsical

• Rail Ladder Fire (37)

- + Simple
- + Powerful
- + Makes sense for location, site specific
- + Use of materials
- + Eye catching, impressive, modern

• Cisterna (15)

- + Beautiful and practical
- + Natural movement
- + Connection to nature and sustainability
- + Connection to past as farming community

• Blackland Prairie Song (14)

- + Beautiful
- + Lighting, lit at night
- + Represents area history, past and present, celebrates natural surrounding
- + Approachable and recognizable

• Out of the Park (boy) (14)

- + Art is meaningful to location
- + Suggests commitment to community and youth
- + Represents Allen as a sports town
- + Relatable
- + Realistic

• Jazz Medley (9)

- + Prominent public statement of Allen's commitment to public art
- + Makes you think about the meaning behind dates and numbers on leaves
- + Colorful

• Stratum (9)

- + Natural movement
- + Water feature

• **A is for Allen (9)**

- + Reminiscent of Santa Claus
- + Visual representation of transformation
- + Eye catching
- + Good placement, visible

• **Oceano (5)**

- + Elegant, sophisticated
- + Interesting
- + Abstract
- + Modern

4. Of these projects, pick up to three you think are visually interesting and represent the type of art you think would be successful in Allen.

Value	Percent
"Butterfly Gate," Mike Pennypacker, Clayton, MO	31.0%
"Emoji Energy," Ben Volta, Philadelphia, PA	7.4%
"Double Play," Robin Brailsford,, Frisco, TX	27.5%
"Moto Wall Digital," MOMO and Re-Public, St. Louis, MO	20.5%
"Ocotillo," Howard Kalish, El Paso, TX	26.7%
"Cuerpos Celestiales," Rolando Briseno, Frisco, TX	19.8%
"Turtle Park," Bob Cassilly, St. Louis, MO	43.4%
"Mistree," Douglas Hollis, Houston, TX	46.1%
"Jaguar," John Henry, Frisco, TX	3.5%
"Bubblegum Postcard," Kawandee Virdee, Grand Rapids, MI	11.2%
"Dawn's Silver Lining," Barbara Grygutis, Salina, KS	37.2%
"Texas Rising," Blessing Hancock, Lubbock, TX	27.5%
"Bulls," Peter Woytuk, Santa Fe, NM	16.3%
"Laumeier Pavilion," Frank Schwaiger, Sunset Hills, MO	18.6%
"Arlington Boulevard / Hwy 50," Vicki Scuri, Arlington, VA	20.2%

5. Of the projects you chose, what did you like about them?

- Interactive/ engaging (24)
- Beautiful/beautifying (23)
- Kid/ Family friendly (22)
- Colorful (17)
- Visually appealing/ eye catching (13)
- Nature influenced (9)
- Modern (7)
- Appropriate to setting/ site-specific (5)
- Practical use (5)
- Realistic (3)

6. What is the IMPACT public art should have in the City of Allen? Please choose up to four. Public Art in Allen should:

Value	Percent
Make signature visual statements.	35.0%
Add to the uniqueness and quality of design of community facilities and infrastructure.	55.4%
Provide opportunities for people to experience art that enriches their lives.	50.4%
Attract people to the city.	25.4%
Enhance, define and activate public spaces.	59.6%
Tell important stories about what makes Allen unique.	27.9%
Create whimsy and delight in everyday spaces.	46.1%
Encourage walking and exploration.	50.7%
Invite play and interaction.	50.0%
Provide opportunities for community engagement and participation.	23.2%
Other	3.6%

Other:

- Intellectually stimulating and challenging.
- Bring beauty, nature, history, and “class”. We aren’t bring “class” with some of this out-of-touch modern art.
- Significance
- Spots for photographs - Art should be “Go to the _____, you’ve got to see it, it is fabulous” It needs to be remarkable
- Stimulate art within the city students and adults alike
- It should be only the highest quality, but as much as the city can afford. Especially in densely frequented places like Allen Outlet area, Watters Creek, Fairview area, Allen High, and down McDermott...
- Be “in scale” with its setting.
- Provide cohesion to tie together architecture that is not consistent or well-planned
- Don’t care about the art
- Differentiate Allen from typical suburbs

7. What are the priority LOCATIONS in Allen for new public artworks? Please choose up to four. Public art in Allen should be located at:

Value	Percent
Gateways to the city	53.4%
Gateways to downtown	22.9%
Roundabouts	27.2%
Bridges	21.9%
New development sites	14.3%
New convention center	33.7%
Larger, regional and community-scale parks (e.g. Allen Station Park, Bethany Lakes Park, Celebration Park, Ford Park East, Ford Park West)	58.4%
Neighborhood parks	44.8%
Greenways and trails	40.1%
Recreation and aquatic centers	22.6%
Allen Public Library	23.3%
Schools	25.5%
Other	7.2%

Other:

- Other various thoroughfares throughout the city
- Appreciation for established neighborhoods
- Places that have significant public pedestrian traffic
- Old development sites
- Replace all concrete blocks on Exchange and donate to charity. Start with something either classy or natural
- Eagle Stadium would be a great location for public art
- Public art should be located where it can be enjoyed by the public without being a visual nuisance to neighboring residences.
- Can be seen from 75 or Tollway. Draw excitement into Allen from people just “passing by”
- Places that the general public visits rather than places that a person has to specifically make the effort to go to outside of their normal route.
- Any place that offers space for the most interaction
- I really choose all of these choices. I believe that they are all important
- Would be great to have it along sidewalks and street corners to encourage walking on the great sidewalks we have, for example, near Twin Creeks
- AHS, Gateway to shopping, restaurant areas, on McDermott near downtown...
- Shopping centers
- Along Bethany drive in East Allen
- Spend money on other things
- Anywhere!!
- Use land on exchange for amphitheater and a sculpture garden
- Public spaces such as Watters Creek, Shops at Fairview, Downtown, City Hall, etc

8. What types of PROJECTS would you like to see in Allen? Please choose up to four. Allen should commission public art projects that are:

Value	Percent
Large scale, iconic, highly recognizable and memorable.	42.8%
Incorporated into community buildings, parks and other facilities.	49.3%
Temporary installations that come and go and can be events in and of themselves.	17.6%
Pedestrian-scale visual surprises.	31.7%
Artworks that mark the entries to important areas of the community.	37.8%
Anchors of focal points of community gathering places.	50.4%
Peaceful, reflective, contemplative.	39.2%
Interactive and playful.	50.0%
Fun and functional (artist designed benches, bike racks, pavilions and more).	54.0%
Other	3.6%

Other:

- Multicultural art
- A mix of fun/function, interactive/playful and peaceful/reflective/contemplative depending on location and purpose.
- I like all the options EXCEPT temporary
- All! What if Allen became known for it's art!
- Again I would support all of these choices
- I love ALL of these ideas!
- Chicago Bean, murals, geometric sculptures like Ray Parish
- At schools so kids can be surrounded by art.
- Focus on other needs
- One large scale, iconic piece of art

9. What places in Allen do you take people to show them what Allen is all about?

- Watters Creek (69)
- Parks (45)
- Eagle Stadium (34)
- Celebration Park (21)
- Downtown (17)
- Heritage Center (16)
- Historic dam (12)
- City Hall (10)
- Allen Station (6)
- Connemara Conservancy (3)
- Old downtown (3)
- Biking trails (2)

10. What should public art say about Allen and the people who work, live and play here?

- Community oriented (38)
- Family oriented (26)
- Historic (19)
- High quality (19)
- Fun (18)
- Active (18)
- Innovative/ unique (16)
- Diverse (15)
- Welcoming (14)
- Creative (11)
- Vibrant (6)
- Open/inclusive (6)
- Progressive (5)

11. What is your zip code?

Zip	Count
75002	150
75013	98
Other	28

12. Do you live in Allen? If so, how long have you lived here?

Value	Percent
Less than 1 year	3.3%
1 to 5 years	14.8%
6 to 10 years	18.1%
More than 10 years	56.0%
I do not live in Allen.	7.9%

13. Do you work in Allen? If so, how long have you worked here?

Value	Percent
Less than 1 year	4.4%
1 to 5 years	14.7%
6 to 10 years	9.9%
More than 10 years	20.9%
I do not work in Allen.	50.2%

14. What is your age? (optional)

Value	Percent
Younger than 18.	2.7%
18-24	1.2%
25-34	9.9%
35-49	42.8%
50-64	33.2%
65 or older	10.3%

APPENDIX B ALLEN PUBLIC ART COLLECTION

The following represents works of art owned by the City of Allen.

Artist	Title	Location	Medium	Year
Walt Horton	<i>Out of the Park</i> (boy) #17 of 50	Allen Station Park Baseball, 301 E. Exchange Pkwy.	Bronze	1999 Sponsored by Allen Arts Alliance, funded by Allen Community Development Corporation
Walt Horton	<i>Out of the Park</i> (girl) #1 of 50	Allen Station Park Softball, 301 E. Exchange Pkwy.	Bronze	1999 Sponsored by Allen Arts Alliance, funded by Allen Community Development Corporation
Walt Horton	<i>Fish Tales</i> #36 of 50	Parks and Recreation Offices, 301 Century Pkwy.	Bronze	1999 Sponsored by Allen Arts Alliance, funded by Allen Community Development Corporation
Amanda Dunbar	<i>Historic Dam</i>	City Hall Rotunda, 305 Century Pkwy.	Oil on canvas	2000 Arts Alliance
Amanda Dunbar	<i>9/11 MIA</i>	Central Fire Station, 310 Century Pkwy.	Oil on canvas	2001 Arts Alliance
Amanda Dunbar	<i>9/11 MIA</i>	Fire Station 2 , 1100 E. Exchange; Station 3, 1021 E. Bethany; Station 4, 615 N. Alma	Giclee on paper	2001 donated by artist
Brad Goldberg	<i>Stratum</i>	Allen City Hall, 305 Century Pkwy.	Limestone, Water, Concrete, Planting	2004
Chance Dunlap	<i>Monstrum incarnata</i>	Allen Senior Recreation Center, 451 E. St. Mary	Welded metal and paint	2008, donated by Connie Rodenbaugh in 2012

Artist	Title	Location	Medium	Year
Roger White Stoller	<i>Oceano</i>	Allen Public Library, 300 N. Allen Dr	Bronze and black granite	2009
Andrea Myklebust & Stanton Sears	<i>Blackland Prairie Song</i>	City Hall Entry, 305 Century Pkwy.	Indiana limestone, stainless steel w/ bronze and glass accents	2011
Christopher Fennell	<i>Rail Ladder Fire</i>	Fire Station #5, 1950 W. McDermott Dr.	Decommissioned fire ladders and steel train rails	2011
Randolph Rose	<i>Maxey and Me</i>	Allen Public Library, 300 N. Allen Dr	Bronze	2010, donated by the Friends of the Allen Public Library
Gordon Huether	<i>'A' is for Allen</i>	1280 E. Exchange Pkwy. (Exchange Pkwy. medians east of US 75 Hwy.)	Limestone, steel & dichroic glass	2012
Sandy Stein	<i>Chac</i>	Cinemark Trailhead, Ridgeview Dr.	Limestone	1987, donated by the Robert Nellis Family in 2007, installed in 2014
Todd Griggs	<i>Wave Machine number 2, in pastels</i>	Cottonwood Crossing Neighborhood Trailhead	Metal and paint	2015, In collaboration with Wynne/Jackson, Inc.
Bill FitzGibbons & George Schroeder	<i>Current Drift</i>	Cottonwood Creek Trail Pedestrian Bridge, northeast of US Hwy 75 and Exchange Pkwy.	Marine grade aluminum	2015

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: May 24, 2016

SUBJECT: Authorize the City Manager to Negotiate and Execute an Interlocal Agreement with Dallas Area Rapid Transit (DART) for the Provision of Demand Response Transportation Services for the Elderly and Disabled.

STAFF RESOURCE: Eric Ellwanger, Assistant City Manager

BOARD/COMMISSION ACTION: On June 15, 2015, the Allen Community Development Corporation (CDC) approved funding of \$150,000 for Demand Response/Paratransit Transportation.

ACTION PROPOSED: Authorize the City Manager to Negotiate and Execute an Interlocal Agreement with Dallas Area Rapid Transit (DART) for the Provision of Demand Response Transportation Services for the Elderly and Disabled.

BACKGROUND

On December 7, 2015, the Texoma Area Paratransit System (TAPS) Board of Directors voted to cease all services in Collin County immediately. Previous to that date, the City of Allen utilized TAPS to provide Demand Response transportation service to the elderly and disabled residents of Allen.

The North Central Texas Council of Governments (NCTCOG) negotiated an agreement with Dallas Area Rapid Transit (DART) to provide emergency Demand Response transportation service in the communities of Allen, Fairview and Wylie for a pre-determined time period of 90 days. That service began on February 29, 2016 and the 90 day time period will end on May 27, 2016.

In an effort to continue service for seniors 65 years of age and older and the disabled, the attached Interlocal Agreement (ILA) contemplates extending the current service with DART and their subcontractor (MV transportation) until September 30, 2016. The ILA also provides for the ability to transition from the current Demand Response service to a Taxi Voucher system.

DART Board Policy III.07 requires that any entity outside of the DART service area who wishes to contract with DART must partner with DART to prepare a transit system plan and supporting financial plan within the first 36 months of the contract service. The attached ILA suggests that the City of Allen cooperate with DART and consultants to prepare a Collin

County Service and Financial Plan to fulfill the requirements of Policy III.07. Cooperation in the planning would include participating on policy, stakeholder and technical advisory committees, providing information about economic development, demographic projections, and financial projections, and reviewing and commenting on the Collin County Service Plan as necessary.

The ILA requires monthly payments of \$12,500, which is a continuation of the payment that was being made to TAPS for Demand Response services and which the City has previously funded through Community Development Corporation (CDC) funds. The ILA also stipulates that DART shall provide a projected pricing schedule for continuation of any service beyond the term of the agreement, and provides for the ability of either party to unilaterally terminate the agreement for any reason with 120 days written notice.

BUDGETARY IMPACT

Funding of \$150,000 annually for Demand Response transportation service has been approved by the Allen Community Development Corporation.

STAFF RECOMMENDATION

Staff recommends authorizing the City Manager to negotiate and execute an Interlocal Agreement with Dallas Area Rapid Transit (DART) for the provision of demand response transportation services for the elderly and disabled.

MOTION

I make a motion to authorize the City Manager to negotiate and execute an Interlocal Agreement with Dallas Area Rapid Transit (DART) for the provision of demand response transportation services for the elderly and disabled.

ATTACHMENT

Interlocal Agreement

THE STATE OF TEXAS

§

COUNTIES OF DALLAS
AND COLLIN

§

§

§

KNOW ALL MEN BY THESE PRESENTS:

INTERLOCAL PUBLIC TRANSIT SERVICE AGREEMENT

THIS AGREEMENT (“Agreement”) by and between Dallas Area Rapid Transit Bus Service, LGC (“LGC”), a Texas local government corporation organized and existing pursuant to Subchapter D of Chapter 431 of the Texas Transportation Code, and the City of Allen, Texas (hereafter referred to as “CITY”) a Texas municipal corporation whose address is 305 Century Parkway Allen, Texas 75013 (collectively, referred as the “the Parties” or individually, as a “Party”) acting by and through their respective representatives.

W I T N E S S E T H:

WHEREAS, the LGC has begun demand responsive transportation program within Collin County that is available to residents of CITY who are 65 years of age or older or who have a disability (hereafter referred to as the “SERVICE”); and

WHEREAS, the LGC has received a grant from a private corporation for the purpose of funding the SERVICE and the LGC anticipates additional grant funding for the SERVICE from the North Central Texas Council of Government; and

WHEREAS, the LGC anticipates receipt of grant funding to prepare or cause to be prepared a County-wide Service and Financial Plan within three years of SERVICE as required under Dallas Area Rapid Transit Board Policy III.07 (“DART Policy III.07”); and

WHEREAS, CITY may reduce the amount that CITY residents pay for the SERVICE through this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Term and Termination.

1.01. The term of this Agreement shall begin on the 31st day of May, 2016 and terminate at midnight on the 30th day of September, 2017, unless earlier terminated as herein provided (“the Term”).

1.02. In addition to any other termination provision contained herein, either Party shall have the right to unilaterally terminate this Agreement by giving the other Party written notice not later than the 120th calendar day prior to the date of termination.

1.03. In the event that either Party shall fail to perform any of their respective obligations under this Agreement, the non-defaulting Party shall have the right to terminate this Agreement if the defaulting Party has not cured any such failure to perform on or before the thirtieth (30th) calendar day after receipt of written notice detailing the default from the non-defaulting Party.

1.04. In the event that CITY fails to make any payment required by Section 5.05 of this Agreement, LGC shall have the option, at its sole discretion, to suspend the SERVICE within CITY or require that residents of the CITY pay a higher fare or percentage share of taxi vouchers for the SERVICE on the fifth (5th) calendar day after providing written notice to CITY of the late payment if by that date CITY has still not paid LGC. The suspension of SERVICES may continue until CITY has paid LGC all fees which are due and payable, at which time the SERVICE shall resume.

2. Service Description.

2.01. SERVICE includes weekday contract demand responsive service as operated by the LGC contractor. During the term of this Agreement, the SERVICE may be replaced with a taxi voucher subsidy program to provide accessible public transportation services for the eligible residents of Collin County including CITY.

2.02. Except as may be limited in accordance with Section 1.04, SERVICE shall be available to residents of Collin County who are 65 years of age or older or who have a disability and who have no access to alternative private or public transportation.

2.03. Eligible users of SERVICE provided under this Agreement will be required to pay a fare per trip and/or percentage share of the voucher subsidy value provided for the SERVICE.

2.04. Eligible users of the SERVICE shall be required to call DART between the hours of 8:00 am and 5:00 pm on weekdays at least one service day in advance to schedule all ride requests.

2.05. SERVICE shall require that users who fail to cancel a scheduled trip at least one-hour in advance of the pickup time shall pay a fee as required by the LGC.

3. LGC Duties and Responsibilities.

3.01. LGC shall provide or cause a contractor to provide the SERVICE, including vehicles, drivers, supervisors, call center and scheduling staff, and any other staff or services required to provide the SERVICE;

3.02. LGC shall cause its contractor to clean, fuel and otherwise maintain any vehicles needed to provide the SERVICE.

3.03. LGC shall provide or cause a contractor to provide any taxi services, voucher management services, technology, software or other services, supplies, or equipment necessary to operate a user side taxi voucher program.

3.04. LGC shall be responsible for customer information, complaint resolution, data collection, accounting, passenger ridership, invoicing, reconciliation of all invoices, and payment of LGC contractors and suppliers.

3.05. LGC shall provide CITY with monthly information regarding ridership, on-time performance of the SERVICE, costs, and number of users within 30 days of receipt of such information from the contract provider.

3.06. LGC shall convene periodic meetings with CITY staff to discuss the SERVICE.

3.07. LGC shall cause to be prepared a Transit Service and Financial Plan for Collin County during the term of this Agreement, as required by Policy III.07 and referenced in 4.04 below. It is anticipated that the Transit Service and Financial Plan for Collin County will include CITY.

3.08. LGC will distribute and analyze any surveys of users of SERVICE to evaluate the SERVICE. CITY may provide input regarding the design of the survey instruments. Results of any surveys shall be provided to CITY.

4. CITY Duties and Responsibilities.

4.01. CITY agrees to allow the LGC to operate the SERVICE on CITY streets.

4.02. CITY shall permit MV Transportation or another LGC contractor to store, fuel, and clean up to 10 vehicles at the CITY's vehicle service center in accordance with the procedures and rates defined by CITY and agreed by MV Transportation through September 30, 2016, unless extended by mutual agreement.

4.03. CITY shall assist in marketing and communications of SERVICE to residents using the CITY website, resident newsletters, or other methods of communication controlled by the CITY to inform residents about SERVICE.

4.04 CITY shall cooperate with the LGC and LGC's consultants to prepare a Collin County Service and Financial Plan as required by DART Policy III.07. Cooperation shall include participating on policy, stakeholder and technical advisory committees, providing information about CITY economic development, demographic projections, and financial projections, and reviewing and commenting on the Collin County Service Plan.

4.05. Commencing June 1, 2016, and on the first day of every month thereafter during the Term, CITY shall pay LGC \$12,500 as the CITY's share of the transportation program to the following address:

Dallas Area Rapid Transit
Accounts Receivable
P.O. Box 840009
Dallas, TX 75284-0009.

Any payments made under this Agreement shall be made from revenues currently available to the CITY. The provisions of Chapter 2251 of the Texas Government Code shall apply to payments

under this Agreement. The amount due hereunder is subject to change in the event that CITY requests a change in the program or LGC grant funds are depleted.

5. Joint Marketing and Communications. The Parties acknowledge that marketing and communications regarding the SERVICE may require the use of marks and logos that are owned by each of the Parties. The Parties agree to such limited use of their individually owned or registered marks, logos, and trade names in connection with providing and promoting the SERVICE under this Agreement. Any right to use such marks and logos granted herein shall terminate upon the termination or expiration of this Agreement.

6. Force Majeure. LGC shall at all times use reasonable commercial efforts to provide or cause the SERVICE to be provided continuously, however, neither LGC nor its contractor warrant or guarantee uninterrupted SERVICE and neither shall be liable for any special, direct or consequential damages relating to or arising from an interruption in SERVICE. The obligations of LGC to perform under this Agreement shall be suspended to the extent that either LGC or its contractor, or both, are unable to perform as a result of causes beyond the respective party's reasonable control and without such party's fault or negligence, including but not limited to, equipment breakdown, accidents, acts of nature and governmental action. In such event, LGC shall use reasonable efforts to eliminate the cause as quickly as possible.

7. Planning. On July 1, 2017, LGC shall provide a projected pricing schedule for continuation of the SERVICE beyond the Term. CITY shall notify LGC prior to July 1, 2017 in the event that, CITY determines not to participate in providing funding for the SERVICE after September 30, 2017.

8. Audit and Retention of Records. Any Party shall have the right to request an audit of another Party's records related to the operation of the SERVICE. The Parties shall retain adequate records for auditing purposes for a period of three years after final payment hereunder.

9. Liability.

9.01. **Nothing stated herein shall be construed as a waiver of all the protections afforded LGC as a local government corporation pursuant to Chapter 431 of the Texas Transportation Code, as amended, or the law applicable to Texas non-profit corporations, including, but not limited to those set forth in Chapters 20 and 22 of the Texas Business Organizations Code, or any other Texas Statutes, as amended. To the extent afforded by the Texas Tort Claims Act, LGC shall be responsible only for claims, demands, judgments and the like attributable to the sole acts and omissions of its officers, employees and/or agents. LGC assumes no liability or responsibility for the acts and omissions of CITY, its officers, employees, agents, contractors, or others working through them in any capacity.**

9.02. **Nothing stated herein shall be construed as a waiver of all the protections afforded CITY as a sovereign governmental unit. To the extent afforded by the Texas Tort Claims Act, CITY shall be responsible only for claims, demands, judgments and the like attributable to the sole acts and omissions of its officers, employees, and/or agents. CITY assumes no liability or responsibility for the acts and omissions of LGC, its officers, employees, agents, contractors, or others working through them in any capacity.**

9.03. **Nothing in this Agreement shall be construed as a waiver by either Party of their common law, constitutional, and/or statutory immunity from suit or liability with respect to any claims which may arise from or relate to the performance of the Parties pursuant to this Agreement.**

9.04. **In the event of joint or concurring negligence or fault of both Parties, liability, if any, shall be apportioned comparatively in accordance with the law of the State of Texas. The provisions of this Section are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or other wise, to any other person or entity, nor limit the right of LGC, DART, or CITY to assert any governmental immunity defense to any claim of another Party or entity. The provisions of this Section 11 shall survive termination or expiration of this Agreement.**

10. Insurance.

10.01 LGC shall cause MV Transportation to obtain and maintain during the Term the following insurance policies and coverage:

(a) Insurance Policy for (i) a commercial general liability policy of insurance for bodily injury, death and property damage including the property of CITY, its officers, contractors, agents and employees (collectively referred to as the "CITY") insuring against all claims, demands or actions relating to the work and services provided pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$1,000,000.00 aggregate including products and completed operations coverage of \$1,000,000.00. This policy shall be primary to any policy or policies carried by or available to CITY; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired and/or operated by LGC contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage.

(b) A specific endorsement shall be added to all policies, with a copy of the endorsement provided to CITY that indicates the insurance company will provide to the CITY at least a thirty (30) day prior written notice for cancellation, and/or non-renewal of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the LGC shall provide written notice to CITY of any material changes to any of the policies of insurance.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by CITY.

(d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to CITY prior to commencement of services.

10.02 LGC shall cause any contract provider of taxi service hereunder to obtain and maintain during the Term the following insurance policies and coverage:

(a) Insurance Policy for (i) a commercial general liability policy of insurance for bodily injury, death and property damage including the property of CITY, its officers, contractors, agents and employees (collectively referred to as the "CITY") insuring against all claims, demands or actions relating to the work and services provided pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$1,000,000.00 aggregate including products and completed operations coverage of \$1,000,000.00. This policy shall be primary to any policy or policies carried by or available to CITY; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired and/or operated by LGC contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit for bodily injury, death and property damage.

(b) A specific endorsement shall be added to all policies, with a copy of the endorsement provided to CITY that indicates the insurance company will provide to the CITY at least a thirty (30) day prior written notice for cancellation, and/or non-renewal of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the LGC shall provide written notice to CITY of any material changes to any of the policies of insurance.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by CITY.

(d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to CITY prior to commencement of services.

11. Miscellaneous Provisions.

11.01. Notices. Any notice by any Party shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by United States mail, certified, return receipt requested, in a postage paid envelope addressed to the Parties as set out below:

LGC:

c/o DALLAS AREA RAPID TRANSIT
P.O. Box 660163
Dallas, Texas 75266-7213
Attention: Todd Plesko
Vice President, Planning and Development

CITY:

City of Allen
305 Century Parkway
Allen, TX 75013
Attention: Assistant City Manager

With a copy to:

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

A Party may designate another address by giving notice thereof to the other Parties.

11.02. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. There shall be no third party beneficiaries of this Agreement.

11.03. Fiscal Funding. CITY is a political subdivision of the State of Texas. Accordingly, CITY shall have the right, upon the failure of the governing body of CITY to appropriate sufficient finances to fund of this Agreement, to terminate this Agreement as of the effective date of such lack of fiscal funding. When exercising this right, CITY shall give notice to LGC of any such failure of funding at the earliest possible time.

11.04. Construction and Drafting. The paragraph headings in this Agreement are intended for convenience only and shall not be taken into consideration in the construction or interpretation of this Agreement. Whenever used herein, unless the context otherwise provides, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders. Both Parties have participated in the drafting hereof and accordingly no party shall be given credit therefor in the interpretation of this Agreement.

11.05. Partial Invalidity. Any portion of this Agreement being declared by law to be invalid shall not invalidate the remaining provisions which shall remain in full force and effect.

11.06. Merger and Amendment. This instrument constitutes the entire agreement of the Parties with respect to the matters contemplated herein and it may be modified or amended only in writing, signed by the Parties and in accordance with the terms hereof.

11.07. No partnerships or Joint Enterprise. It is mutually understood and agreed that this Agreement is intended by the Parties to establish only an independent contractual relationship and is not intended to create a partnership or joint venture between the Parties.

11.08. Use of Contractors. Nothing in this Agreement shall prevent a Party from using a contractor or agent to perform the duties and responsibilities contemplated by this Agreement.

11.09. Exhibits and Attachments. The exhibits attached to this Agreement are incorporated by reference as if written word for word herein. In the event of conflict between the exhibits and this Agreement, the terms of this Agreement shall prevail.

11.10. Assignment. No Party may assign its rights and obligations or either under this Agreement, in whole or in part, without first obtaining the prior written consent of the other Party, which consent may be withheld for any reason. No assignee or successor may further assign, in whole or in part, its rights and obligations without prior written consent of the other Party to this Agreement.

11.11. Incorporation of Recitations. The recitations and “whereas” provisions of this Agreement are incorporated herein as part of this Agreement for all purposes.

11.12. DART Board Policy. The Provisions of the DART Board Policy are incorporated herein and binding on the Parties hereto. Any renewal of this Agreement must be approved by each Party and the DART Board of Directors regardless of whether the Agreement complies with DART policies.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple originals as of the _____ day of _____, 2016.

DALLAS AREA RAPID TRANSIT BUS SERVICE, LGC

By: _____
David Leininger, President

CITY OF ALLEN

By: _____
Peter H. Vargas, City Manager

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

May 24, 2016

SUBJECT:

Award Bid and Authorize the City Manager to Purchase a Point of Sale Hardware & Software System Including Three (3) Years of Maintenance & Support for Allen Event Center and Parks and Recreation Food & Beverage Services with Bypass Mobile, LLC in the Amount of \$197,453.

STAFF RESOURCE:

Sid Hudson, Information Technology Director
Dave Angeles, Assistant Director, Parks and Recreation

ACTION PROPOSED:

Award Bid and Authorize the City Manager to Purchase a Point of Sale Hardware & Software System Including Three (3) Years of Maintenance & Support for Allen Event Center and Parks and Recreation Food & Beverage Services with Bypass Mobile, LLC in the Amount of \$197,453.

BACKGROUND

On April 19, 2016, the Purchasing Division solicited one hundred and twenty-six (126) vendors and received one (1) response for Point of Sale Hardware & Software System for the Allen Event Center.

The Food and Beverage Point of Sale (POS) hardware and software for the Allen Event Center (AEC) is currently 7 years old and is not EMV/PCI compliant. Further, the existing hardware is obsolete and no longer manufactured. A need has been identified for the AEC to address the outdated system as well as to become compliant with the 2016 PCI/EMV requirements. The inflexibility of the current system is not able to address numerous challenges incurred by the Food and Beverage staff in their attempt to accommodate requests of and deliver exceptional service to tenants and guests. Because premium level servers are not able to take an order, process it and accept payment while in the suite with a guest, PCI violations occur. In addition, COA finance department is forced to do a vast amount of manual data entry because the current system does not export data in a format that can be imported into Tyler Munis, the City's administrative software system.

It is also relevant to note the Bypass system is a hardware agnostic system. The hardware purchased from the vendor is not proprietary and could be repurposed in the future. All of the Bypass units are based on hardware from Clover POS systems and are 100% PCI and EMV compliant. The new POS system will enable the premium level servers to process an order and accept payment in the suite. The new units will also replace the current credit card machines

currently used on the concourse level, making the entire AEC PCI/EMV compliant. In addition to being in compliance, AEC will realize a cost savings in eliminating the rent payment on the current hand held credit card machines. The Ticketmaster integration function of the Bypass system will create the ability to load monetary value onto a guest ticket which, in turn, will allow the pre-paid funds to be used in both the concession and premium levels. With the new system, every Food and Beverage transaction will be entered directly into the system, eliminating the need to add transactions manually after the event. Bypass also supports the ability to export their data out to an XML or XLS file which will allow data to be exported directly into Tyler Munis.

BUDGETARY IMPACT

Project funds are budgeted and available in GY2016 Event Center Budget, GY2016 IT Budget and GY2016 Fund 390 Non Bond Fund Project PR1602

STAFF RECOMMENDATION

Award Bid and Authorize the City Manager to Execute a three (3) Year Contract for Point of Sale Hardware & Software System for the Allen Event Center and Parks and Recreation F&B Services with Bypass Mobile, LLC. in an amount, not-to-exceed \$197,453

MOTION

Award Bid and Authorize the City Manager to Purchase a Point of Sale Hardware & Software System including (3) Three Years of Maintenance & Support for the Allen Event Center and Parks & Recreation F&B Services with Bypass Mobile, LLC. in an amount, not-to-exceed \$197,453.

ATTACHMENT

Bid Tabulation
RFP #2016-1-66 Vendor Response



RFP #2016-1-66

PREMIUM LEVEL POINT OF SALE SOFTWARE SYSTEM FOR THE ALLEN EVENT CENTER

Due: 4/19/2016 @ 2PM

BYPASS MOBILE, LLC.

THREE-YEAR CAPEX MODEL			PRICING
POS Hardware for Bars/stations, mini scanner, printer & cash drawer	1	LS	\$ 55,862.00
POS Hardware for In-Suite Service/Mobile, bluetooth printer & stand, ELO fulfillment terminal, USB Printer, Epson Ethernet printer	1	LS	\$ 31,292.00
Venue Set up/Configuration	1	LS	\$ 2,500.00
Onsite Implementation & Training Including travel	1	LS	\$ 11,865.00
Live Support	1	LS	\$ 5,440.00
Miscellaneous Hardware & Supplies/Installation Kit, USB Manager/Card creator, Authorization cards (100 pk), Master Cash Drawer Key & Receipt Paper (case of 50)	1	LS	\$ 1,145.00
THREE YEAR-Software Subscription/Stand sheets & Cash Room, Stored Value Software Module, Suites Pre-Order Admin Software Module, Suites Customer-facing Onlines Pre-Order Portal Software Module, Ticketmaster Loaded Ticket Integration, Credit Card Secure Gateway Costs	1	LS	\$ 97,434.00
Hardware/S&H	1	LS	\$ 4,415.00
Multi-Year Award Discount	1	LS	(\$12,500)
THREE YEAR TOTAL			\$ 197,453.00



RFP #2016-1-66

PREMIUM LEVEL POINT OF SALE SOFTWARE SYSTEM FOR THE ALLEN EVENT CENTER

Opened: 4/19/2016

DESCRIPTION	QTY	UOM	BYPASS MOBILE			
PRICING SCHEDULE:			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
HARDWARE:						
7-10 inch tablets with camera ability to read and or scan barcodes. Unit will contain PCI compliant credit card swipe	18	EA		\$ -		\$ -
Table top POS units with pedestals- PCI/EMV compliant fixed position for bar area and suite pantry	4	EA		\$ -		\$ -
Cash Drawers w/ removable cash trays	3	EA		\$ -		\$ -
Portable Bluetooth receipt printers	18	EA		\$ -		\$ -
Tabletop receipt printers	6	EA		\$ -		\$ -
MANAGEMENT & SYSTEM:						
Portable Tablets	18	EA		\$ -		\$ -
Fixed	3	EA		\$ -		\$ -
Manager Terminal	2	EA		\$ -		\$ -
Software	1	LS		\$ -		\$ -
Training	1	LS		\$ -		\$ -
Installation	1	LS		\$ -		\$ -
Extended Maintenance (5 years)	12	MO		\$ -		\$ -
Subscription	12	MO		\$ -		\$ -
Warranty	1	LS		\$ -		\$ -
Ticketmaster integration	1	LS		\$ -		\$ -
Inventory Management	1	LS		\$ -		\$ -
Online Suite Ordering	1	LS		\$ -		\$ -
TOTAL				\$ -		\$ -



City of Allen Event Center
Request for Proposal: POS System

Attention: Mindy Gallegos
April 18th, 2016

Contact: Danielle Madison
Director of Sales
Danielle@bypassmobile.com
(512) 291-6192

BID ENDORSEMENT

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

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

SUBMITTED BY:

Bypass Mobile
(OFFICIAL Firm Name)

By: 
(Original Signature) **Must be signed to be considered responsive**

Danielle Madison
(Typed or Printed Name)

Sales Director 4/18/2016
(Title) (Date)

Remittance
Address: 901 S. Mopac Expressway, Barton Oaks Plaza 3, Ste 200
Austin, TX 78746
(Zip Code)

Phone #: (512) 960-2145

Fax #: () _____

E-Mail Address: Danielle@bypassmobile.com

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

ADDENDUMS/AMENDMENTS:

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



Allen Event Center

Three-Year Capex Model

Go Live Date: August 2016

Bypass Mobile
901 S. Mopac Expressway
Building 3, Suite 200
Austin, TX 78746

Full Venue & Golf Course

Quote No:
Quote Date:
Quote Expires:

DM - Allen - 5.11.16
11-May-16
10-Jun-16

Danielle Madison
(512) 960-2145

Shipping and Handling

Applicable Hardware
Rate 5.0%

Account: Allen Event Center				
Scope: POS for full venue - fixed stands, portable stands, suites and bar				
Number of Years		3		
Multi-Year Discount		17.5%		
Bypass Mobile Product	Unit Cost	Units	Total	
Platform includes:				
POS Hardware - Fixed Stands & Bars (28 for Arena, 3 for Golf Course)				
Clover Station (includes printer and cash drawer)	\$ 1,100	31	\$34,100	
Clover Mini (includes EMV/NFC capability)	\$ 499	31	\$15,469	
Scanner (USB 2D with Stand)	\$ 203	31	\$6,293	
			\$55,862	
POS Hardware - In-Suite Service & Portables (18 for suite attendants and in-seat, 11 for portables, 2 for golf carts)				
Clover Mobile (includes EMV/NFC, Barcode scanning, bluetooth printer and stand)	\$ 945	31	\$29,295	
Bypass ELO Fulfillment Terminal (15")	\$ 956	1	\$956	
Star USB Printer	\$ 231	1	\$231	
EPSON Ethernet Printer	\$ 405	2	\$810	
			\$31,292	
Venue Set Up				
Venue Configuration	\$ 2,500	1	\$2,500	
Onsite Implementation & Training	\$ 680	10	\$6,800	
Live Support	\$ 680	8	\$5,440	
Travel Expense (Capped)	\$ 5,065	1	\$5,065	
			\$19,805	
Miscellaneous Hardware & Supplies				
Installation Kit	\$ 500	1	\$500	
USB Manager/Server Card Creator	\$ 51	2	\$102	
Authorization Cards (Qty. 100/pack)	\$ 115	3	\$345	
Master Cash Drawer Key	\$ 10	6	\$60	
Receipt Paper (Case of 50)	\$ 69	2	\$138	
			\$1,145	
Annual Software Subscriptions & Annual Recurring Costs			Multi-Year Discount	
Bypass Software Subscription	\$ 375	63	\$ (12,403)	\$58,472
Inventory Module	\$ 3,000	1	\$ (1,575)	\$7,425
Bypass Bucks Stored Value Software Module	\$ 2,500	1	\$ (1,313)	\$6,188
Suites Pre-Order Admin Software Module	\$ 3,000	1	\$ (1,575)	\$7,425
Suites Customer-Facing Online Pre-Order Portal Software Module	\$ 3,000	1	\$ (1,575)	\$7,425
Ticketmaster Loaded Ticket Integration	\$ 3,000	1		\$9,000
Credit Card Secure Gateway Costs (includes secure P2PE decryption)	\$ 500	1		\$1,500
			(\$18,441)	\$97,434

Information to Customer:

- Payment terms: 50% on contract and 50% on Implementation
- Software Subscription Term 3 Years: Billed up front.
- Software Subscription Renewal Period starts on Anniversary of Contract Date
- Quote includes 18-day on-site implementation charge
- Quote amount does not include any applicable taxes
- Connectivity and power supplied by client
- Credit Card Gateway Fees and Credit Card Merchant Processing Fees Paid by Client
- Implementation availability subject to 60-day advance notice

Hardware Subtotal	\$88,299
Shipping and Handling Subtotal	\$4,415
Software Subscription Subtotal	\$97,434
Implementation Subtotal	\$19,805
Subtotal	\$209,953
CapEx Hardware Discount	\$12,500
TOTAL	\$197,453

Annual Recurring Fee Years 4+ \$32,478

City of Allen:



Allen Event Center

Three-Year Capex Model

Go Live Date: August 2016

Bypass Mobile
901 S. Mopac Expressway
Building 3, Suite 200
Austin, TX 78746

Danielle Madison
(512) 960-2145

Full Venue & Golf Course

Quote No:
Quote Date:
Quote Expires:

DM - Allen - 5.11.16
11-May-16
10-Jun-16

Shipping and Handling

Applicable Hardware
Rate 5.0%

Signature

Print Name

Title

Date

Accounts Receivable Contact:

Name: _____

Billing Name (Bypass Internal): In house - In house - Allen Event Center - Allen

Email: _____

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

May 24, 2016

SUBJECT:

Authorize the City Manager to Purchase Four (4) Vehicle Replacements for the Allen Police and Fire Departments through the Buyboard Cooperative Purchasing Agreement for an Amount of \$114,804.70.

STAFF RESOURCE:

Brian E. Harvey, Chief of Police
Kenneth A. Myers, Deputy Chief of Police
Kurt Hall, Assistant Fire Chief
Debra Morris, Purchasing Manager

ACTION PROPOSED:

Authorize the City Manager to Purchase Four (4) Vehicle Replacements for the Allen Police and Fire Departments through the Buyboard Cooperative Purchasing Agreement for an Amount of \$114,804.70.

BACKGROUND

The Allen Police Department is requesting the purchase of three (3) Silsbee Ford Taurus vehicles totaling \$74,361.40 with emergency equipment of \$7,500 for a total amount of \$81,861.40. These three vehicles will replace the following vehicles:

1. 2008 Dodge Charger currently assigned to Deputy Chief Ken Myers. The vehicle has over 93,000 miles, was scheduled for replacement in the 2017-18 fiscal year. The vehicle was significantly damaged in one of the recent hail storms. The replacement of this vehicle has been recommended by the City Risk Administrator.
2. 2009 Dodge Charger currently assigned to the Criminal Investigations Division. The vehicle was involved in a crash in March and sustained considerable front-end damage. TML has declared the vehicle a total loss. The City has received an insurance settlement offer of \$13,624.00.
3. 2008 Dodge Charger currently assigned to Lt. L.C. Dodson. The vehicle has received substantial damages as a result of two separate hail storms while in Wylie. The City Risk Administrator has come to a settlement agreement with TML.

The Allen Fire Department is requesting the purchase of one (1) Silsbee Ford F250 to replace a totaled 2007 Chevy Tahoe due to hail damage. The City Risk Administrator has come to a settlement agreement with TML. The total cost of the Ford F250 is \$32,943.30.

BUDGETARY IMPACT

Funding for these purchases has been budgeted in the FY2016 Vehicle and Equipment Replacement Fund.

STAFF RECOMMENDATION

Staff recommends authorizing the City Manager to purchase four (4) vehicle replacements and associated equipment for the Allen Police and Fire Departments for a total amount of \$114,804.70.

MOTION

I make a motion to authorize the City Manager to purchase four (4) vehicles and associated equipment for the Allen Police and Fire Departments for a total amount of \$114,804.70.

ATTACHMENT

Silsbee Ford Buyboard Quote
Silsbee Ford F250 buyboard Quote

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #430-13

Vehicles and Heavy Duty Trucks

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ALLEN

Contact: RFD LAMBERSON

Email: (214) 509-1632 rlamerson@cityofallen.org

Product Description: 2016 FORD POLICE INTERCEPTOR Sedan

Prepared by: CUYLER DODSON

Phone: (800) 370-7490

Email: cuylerdodson@gmail.com

Date: April 13, 2016

A. Bid Series: 101

A. Base Price: \$ 21,182.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
P2M	4 DOOR AWD POLICE SEDAN	\$ 2,230.00			
CW	CLOTH BUCKETS CLOTH REAR	N/C			
12P	INTERIOR UPGRADE	\$ 361.00			
99K	3.7L V6 ENGINE	N/C			
44J	6-SPEED AUTO TRANS	N/C			
26P	FRONT HEAD LAMP PREP.	\$ 112.80			
26P	RADIO SUPPRESSION	\$ 90.00			
51G	GRILLE LAMP WIRING	\$ 49.00			
60P	KEYLESS ENTRY	\$ 243.00			
65L	FULL WHEEL COVERS	\$ 58.00	6-	ADDITIONAL KEYS @20.00	\$ 120.00
90T	TAIL LIGHT PREP.	\$ 58.00	2-	ADDITIONAL ENTRY FOBES	\$ 150.00

Total of B. Published Options: \$ 3,471.80

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0.0 %

Options	Bid Price	Options	Bid Price
		COLOR: ASSORTED COLORS	
		INTERIOR: BLACK	

Total of C. Unpublished Options: \$ -

D. Pre-delivery Inspection:

\$ -

E. Texas State Inspection:

\$ -

F. Manufacturer Destination/Delivery:

\$ -

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

H. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

I. Contract Price Adjustment:

J. Additional Delivery Charge:

0 miles

\$ -

K. Subtotal:

\$ 24,653.80

L. Quantity Ordered 3 x K =

\$ 73,961.40

M. Trade in:

N. BUY BOARD Administrative Fee (\$400 per purchase order)

\$ 400.00

O. TOTAL PURCHASE PRICE INCLUDING BUY BOARD FEE

\$ 74,361.40

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #430-13

Vehicles and Heavy Duty Trucks
VENDOR--Silbbee Ford, 1211 Hwy 96 N., Silbbee TN 37656

End User: CITY OF ALLEN

Prepared by: CUYLER DODSON

Contact: TOM HESS

Phone: (800) 370-7490

Email: (214) 509-3137 thess@cityofallen.org

Email: cuylerdodson@gmail.com

Product Description: 2017 FORD F-SERIES REG. CAB PICKUP

Date: April 28, 2016

A. Bid Series: 113

A. Base Price: \$ 21,226.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
W2A	F250 4X2 CREW CAB 160" WHEELBASE	\$ 5,439.00	ACC	Stake Pocket Tie-Downs by Bull Access.	\$ 89.00
	6-3/4' BED	INCL.			
2S	CLOTH 40" CONSOLE/40	\$ 888.30			
603A	XLT TRIM	\$ 4,824.00			
99S	6.2L V8 ENGINE	N/C			
44S	6-SPEED AUTO TRANS	N/C			
X37	3.73 REG AXLE	N/C			
16S	ALL WEATHER FLOOR MATS	\$ 126.90			
66S	UPFITTER SWITCHES	\$ 155.10			
	1-ADDITIONAL KEY	\$ 120.00			
	1-ADDITIONAL ENTRY FOB	\$ 75.00			

Total of B. Published Options: \$ 11,717.30

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0.0 %

Options	Bid Price	Options	Bid Price
		COLOR: WHITE RACE RED	
		INTERIOR: EARTH GRAY	

Total of C. Unpublished Options: \$ -

D. Pre-delivery Inspection:

\$ -

E. Texas State Inspection:

\$ -

F. Manufacturer Destination/Delivery:

\$ -

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

H. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

I. Contract Price Adjustment:

J. Additional Delivery Charge: 0 miles

\$ -

K. Subtotal:

\$ 32,943.30

L. Quantity Ordered 1 x K =

\$ 32,943.30

M. Trade in:

N. BUYBOARD Administrative Fee (\$400 per purchase order)

\$ 400.00

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

\$ 33,343.30

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

May 24, 2016

SUBJECT:

Authorize the City Manager to Execute an Annual Contract with G&K Services to Provide Rental and Purchase of Uniforms for the City of Allen through the Buyboard Cooperative Agreement with Two Optional One-Year Renewals for an Estimated Annual Expenditure of \$85,000.

STAFF RESOURCE:

Debra Morris, Purchasing Manager
Rosanne Lemus, Buyer

PREVIOUS COUNCIL ACTION:

In January, 2004, the City Council approved Resolution No. 2258-1-04, authorizing the City Manager to purchase various commodities including uniforms through the Texas Local Government Purchasing Cooperative.

ACTION PROPOSED:

Authorize the City Manager to Execute an Annual Contract with G&K Services to Provide Rental and Purchase of Uniforms for the City of Allen through the Buyboard Cooperative Agreement with Two Optional One-Year Renewals for an Estimated Annual Expenditure of \$85,000.

BACKGROUND

The City of Allen is currently under contract for rental and purchase of uniforms with G&K Services. G&K has provided these services to the City of Allen for eight years delivering quality products while meeting the needs of the various departments that are served. The new contract with G&K through the Buyboard Cooperative Purchasing program reflects no changes to the current discounted pricing structure. The new contract with G&K Services will be renewable annually for two additional years upon approval of the City of Allen with term expiration on June 10, 2019. The contract will provide services that meet or exceed the City's needs and provide the best value to the City of Allen.

BUDGETARY IMPACT

Expenditures for annual uniform services are included in the FY 2016 approved budget.

STAFF RECOMMENDATION

Staff recommends authorizing the City Manager to execute an annual contract with G&K Services to provide rental and purchase of uniforms for the City of Allen with two optional one-year renewals for an estimated annual expenditure of \$85,000.

MOTION

I make a motion to authorize the City Manager to execute an annual contract with G&K Services to provide rental and purchase of uniforms for the City of Allen with two optional one-year renewals for an estimated annual expenditure of \$85,000.

ATTACHMENT

Buyboard Agreement
G&K Contract



Phone: 800-695-2919
 Fax: 800-211-5454
 Email: info@buyboard.com

Welcome **Rosanne** [Log Off]

[Administration](#)

[RFQ](#)

[Reports](#)

[Shopping Cart](#)

[Help](#)

Vendor Contract Information

[Back](#)

Search:

- ☒ All
☐ Vendor Discounts Only
☐ Catalog Pricing Only

Refine Your Search:

Vendors

G & K Services[X]

Price Range

Show all prices

Category

None Selected

Contract

None selected

Vendor Name: G & K Services

Address: 5995 Opus Parkway

Minnetonka, MN 55343

Phone Number: (952) 912-5895

Email: bhovde@gksservices.com

Website: <http://www.gksservices.com>

Federal ID: 41-1670526

Contact: Bridget Hovde

Accepts RFQs: Yes

Minority Owned Vendor: No

Women Owned Vendor: No

Contract Name: Uniforms & Accessories for Various Areas

Contract#: 416-12

Effective Date: 06/01/2013

Expiration Date: 05/31/2016

Payment Terms: Net 30 days

Delivery Days: 10

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination

Ship Via: Company Truck

Region Served: All Texas Regions

States Served: All States

Contract Exceptions: Term is 36 months effective on the date executed by the individual entity. A price increase of 2% will be applied in the 2nd and 3rd year, and will be effective June 1 each year. All garments will have steam tunnel finish except for executive shirts/pants which will be pressed. All garments can be pressed for additional charge of \$0.25 each. There will be a design fee to create Direct Embroidery Logo, charge is \$6 per piece. Buy-back charge for all Direct Embroidery garments, and buy-back on exec shirts, and knit shirts with emblems at the current garment replacement cost. Minimum stop of \$25. No prep, emblems, or name tag charge. No charge for environmental or waste water. Energy charge of 2% and 15% up charge on oversized garments.

Quote Reference Number: 416-12

Return Policy: Return of garments and/or products upon termination of service or user unemployment

Additional Dealers: Houston TX, Coppell TX, Waco TX, Corpus Christi TX, White Oak TX, Bryan TX, San Antonio TX, Buda TX, Beaumont TX, Amarillo TX, Albuquerque NM,

Contract Documents

Proposal Documents: [Click to view BuyBoard Proposal Documents](#)

Regulatory Notice: [Click to view Bonding Regulatory Notice](#)

Contact us 800-695-2919

STATE OF TEXAS §
 § **AGREEMENT FOR WORK UNIFORM SERVICES**
COUNTY OF COLLIN § **RENTAL AND DIRECT PURCHASES**

This agreement ("Agreement") is made by and between the City of Allen, Texas ("City") and G & K Services ("Company") acting by and through their authorized representatives.

Recitals:

WHEREAS, the City desires to obtain work uniform and accessories with G&K Services 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, G & K Services has been awarded the proposal #507-16 for Uniforms & Accessories;

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 June 10, 2019 unless earlier terminated as provided herein (the "Initial Term"). City maintains the right to renew this Agreement for up to two (2) additional renewal terms of (1) year at the City's sole discretion, the first renewal term beginning on June 11, 2017. The City may exercise its right to renew this Agreement by providing Company written notice thereof thirty (30) days prior to the expiration of the Initial Term or renewal term, as the case may be.

Article II
Contract Documents

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

- A. This Agreement;
- B. Texas Buyboard Local Government Purchasing Cooperative Agreement

Article III

Scope of Services

Company shall provide the Services specifically set forth in the Texas Buyboard Local Government Cooperative Contract to the extent they do not conflict with this Agreement, as contained in Exhibit "A," which is attached hereto and made a part of this Agreement for all purposes.

Article IV

Schedule of Work

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

Article V

Compensation and Method of Payment

City shall compensate Company for the Services, including all labor, materials, equipment and supplies as provided in Exhibit "A." The total compensation to Company shall not exceed \$85,000 during the Initial Term or any renewal term under this Agreement. Company shall provide the City with written invoices on a monthly basis describing the work and Services performed as provided in Exhibit "A." Upon approval, City shall compensate Company as provided herein and in Exhibit "A" with the payment term being net 30 days after the date the City is delivered a written invoice for Services completed.

Article VI

Notice to Proceed

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

Article VII

Suspension of Work

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

Article VIII
Devotion of Time; Personnel; and Equipment

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

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

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

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

Article IX
Availability of Funds

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

Article X
Termination

This Agreement may be terminated by:

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

- Item # 111 Attachment
- (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.

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:

G & K Services
603 Airline Drive
Coppell, Texas
Facsimile: 972-956-9815

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

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

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

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Company in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Company's obligation to defend City or as a waiver of Company's obligation to indemnify City pursuant to this Contract. Company shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Company fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all costs incurred by City.

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

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

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

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

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

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

(Signature page to follow)

EXECUTED this _____ day of _____, 2016.

CITY OF ALLEN

By: _____
PETER H. VARGAS, CITY MANAGER


Allen Civic Plaza
305 Century Parkway
Allen, Texas 75013

ATTEST

SHELLEY B. GEORGE, CITY SECRETARY

EXECUTED this 9th day of May, 2016.

G&K Services

By: 
Signature of Authorized Officer

Name: Charles F. Bowler
Print Name

Title: General Manager

603 Airline Drive
Coppell, Texas 75019

EXHIBIT "A"

1. Texas Buyboard Local Government Purchasing Cooperative Agreement

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: May 24, 2016

SUBJECT: Authorize the City Manager to Execute a Contract with Mural Art Studio in the Amount of \$50,000 for the Design, Fabrication, and Installation of Mosaic Enhancements at the New Ford Pool House.

STAFF RESOURCE: Tim Dentler, Director of Parks and Recreation

BOARD/COMMISSION ACTION: The Public Art Committee voted on January 19, 2016 to recommend to Allen City Council the concept presented by artist Joshua Winer, for the Ford Pool Mosaic Art Project.

ACTION PROPOSED: Authorize the City Manager to Execute a Contract with Mural Art Studio in the Amount of \$50,000 for the Design, Fabrication, and Installation of Mosaic Enhancements at the New Ford Pool House.

BACKGROUND

An Artist Selection Panel interviewed three artists on December 15, 2015 for the Ford Pool Mosaic Art Project. The artists interviewed were: Joshua Winer of Waltham, Massachusetts, Morna Simon-McGuffey of Houston, Texas and Amy Cheng of New Paltz, New York. Following the interviews and discussion, the Selection Panel recommended the concept presented by Joshua Winer to the Public Art Committee. On January 19, 2016 the Public Art Committee reviewed the recommendation of the Selection Panel and voted to recommend this project to City Council.

The artist has been tasked to create engaging artwork that is timeless and complementary to the building color scheme and design. The artist will provide the design, fabrication and installation of artistic mosaic elements for the enhancement of six columns total; four in the front entry and two within the facility.

BUDGETARY IMPACT

Project funds are available from the sale of Public Art Master Plan Implementation General Obligation Bonds. A total project budget of \$80,000 includes the design, fabrication and installation of mosaic tiles and the construction of concrete columns and supporting structure throughout the Ford Pool project.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute a contract with Mural Art Studio in the Amount of \$50,000 for the design, fabrication and installation of mosaic enhancements at the new Ford Pool House.

MOTION

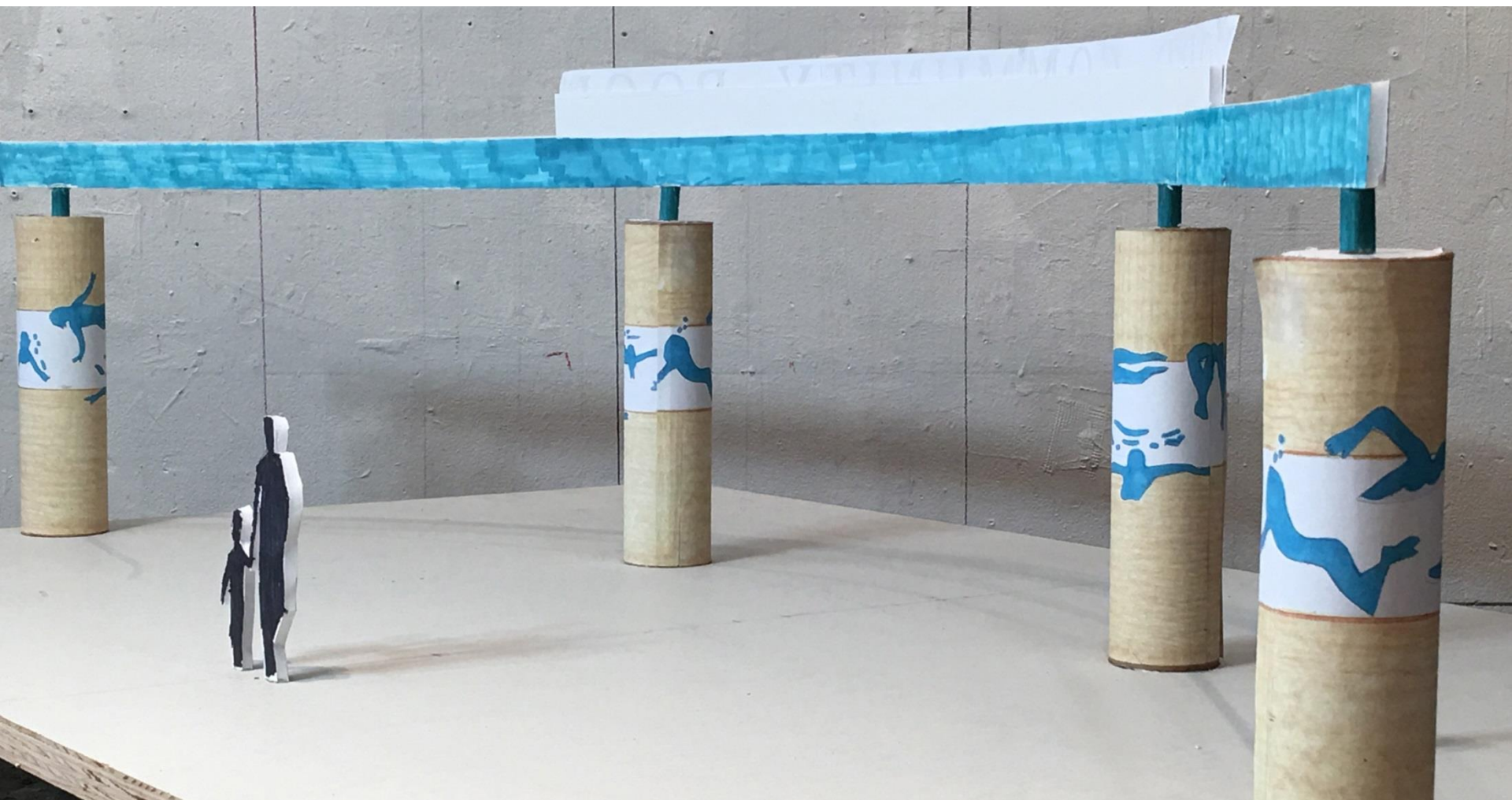
I make a motion to authorize the City Manager to execute a contract with Mural Art Studio in the Amount of \$50,000 for the design, fabrication and installation of mosaic enhancements at the new Ford Pool House.

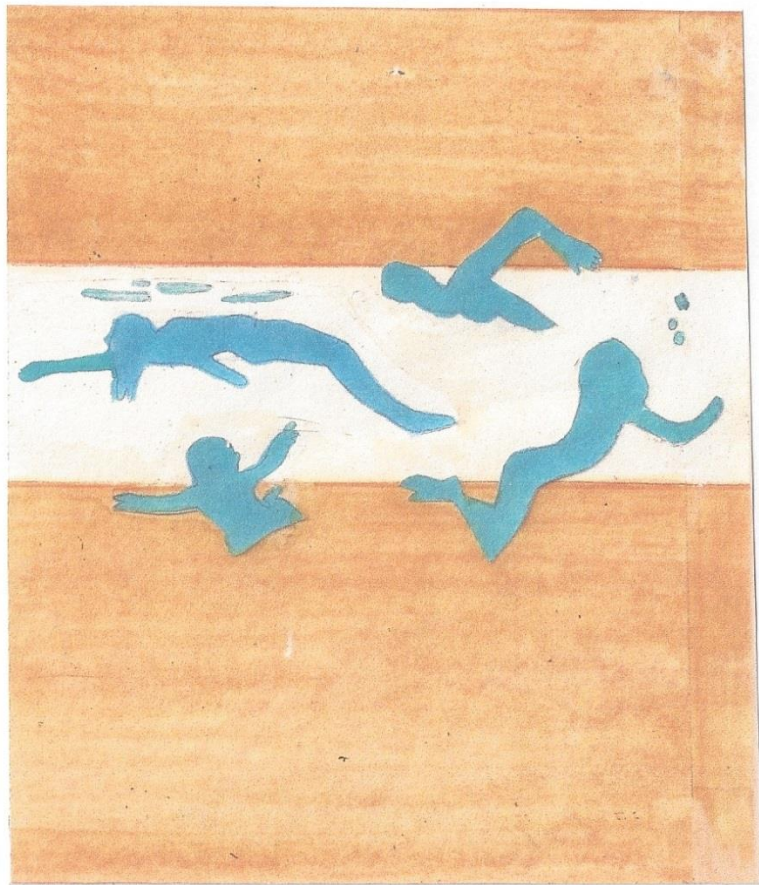
ATTACHMENT

Concept Drawings
Professional Services Agreement

FORD COMMUNITY POOL







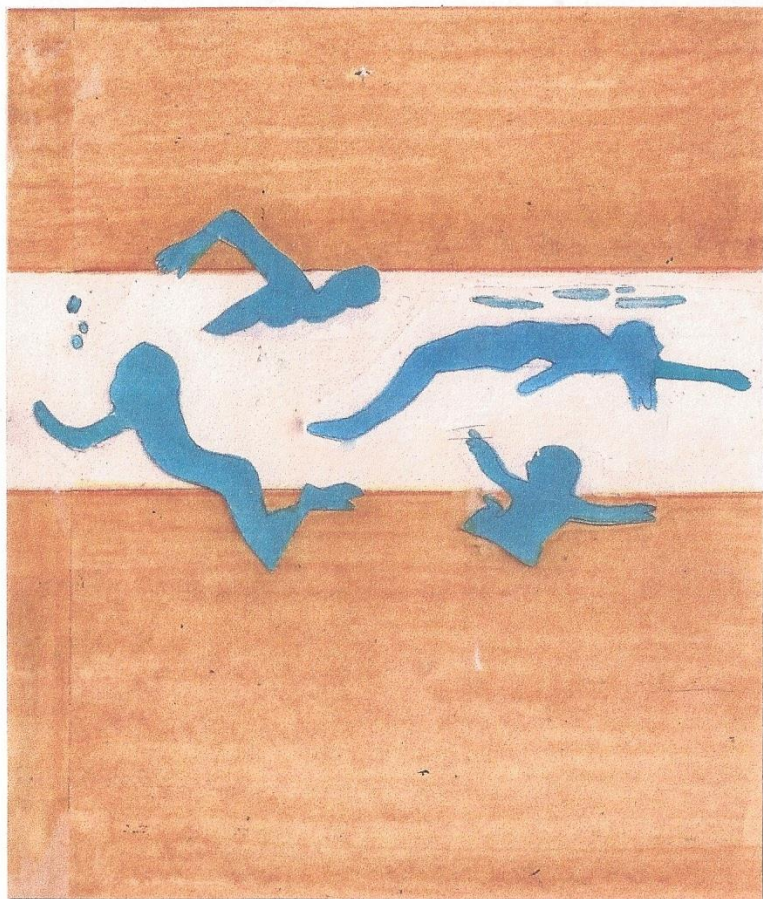
COLUMN 1



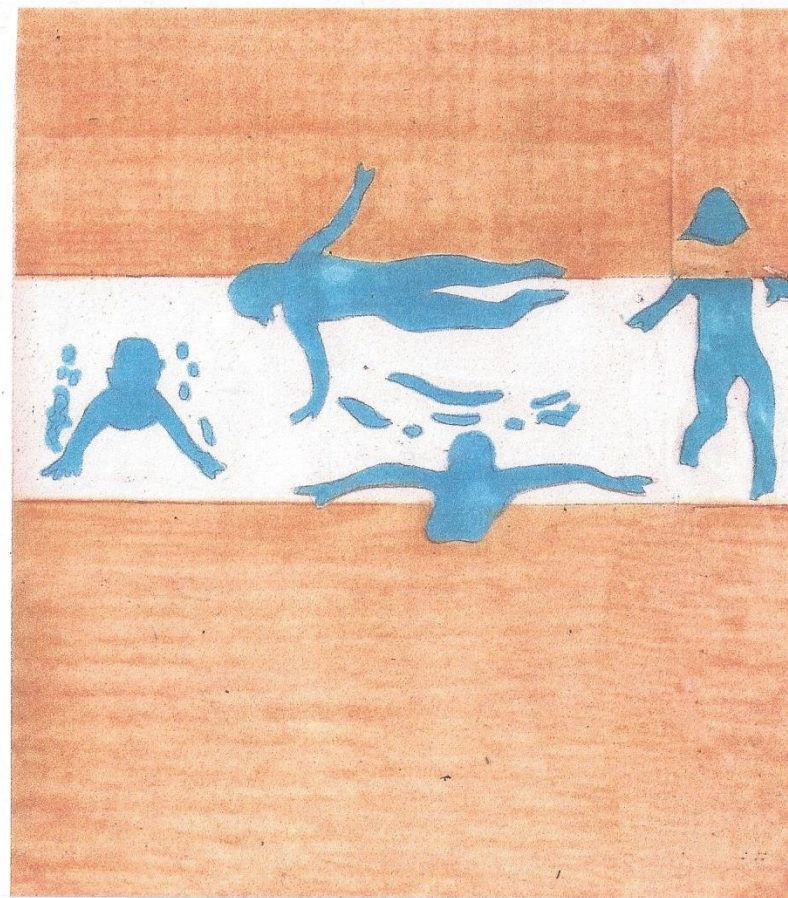
COLUMN 2

FORD COMMUNITY POOL COLUMN MOSAICS

JOSHUA WINER, ARTIST © 2015



COLUMN 3



COLUMN 4

FORD COMMUNITY POOL COLUMN MOSAICS

JOSHUA WINER, ARTIST © 2015

THE STATE OF TEXAS §
 § **Professional Services Agreement**
COUNTY OF COLLIN §

This Agreement (“Agreement”) is made by and between Mural Art Studio (“Artist”) and City of Allen, Texas, (“City”), acting by and through their respective authorized officers.

WITNESSETH:

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

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

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

Article I
Definitions

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

“Artist” shall mean Mural Art Studio

“Contract Administrator” shall mean the Landscape Architect of City of Allen.

“City” shall mean the City of Allen, a municipal corporation in the State of Texas.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, City delay of permits or other approvals, government or de facto governmental action (unless caused by acts of omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Notice to Proceed” shall mean a written notice directing Artist to proceed with performance of the Scope of Work issued by the Contract Administrator.

“Project” shall mean the final design, implementation, fabrication and installation of the Mosaics on six (6) Columns for the Ford Pool Building, outlined in Exhibit “A”, including artwork of appropriate durable, weather resistant materials that meets the design intent and scope of the project, including professional services required for a complete turn-key system.

“Work” or “Artwork” shall mean the completed form of artwork created by Artist, including all activities undertaken to complete the performance of the Scope of Work for the Project, in conformity with the design of the proposed Work as submitted by Artist and selected by City, a graphic representation of which shall be provided for review and approval to the Public Art Committee and Contract Administrator during the design phase.

Article II Scope of Work

2.1 Artist shall furnish all services as described in Exhibit “A” of this Agreement, as the “Scope of Work” for the Project, subject to the provisions of Article 3, below.

2.2 City shall issue a notice to proceed to Artist prior to Artist initiating any work on the phases set out in Exhibit “A.”

2.3 City shall be responsible for providing Artist, without cost, copies of designs, drawings, reports, and other relevant data needed by Artist in order to design and execute the Work.

2.3 Artist shall provide monthly progress reports and/or deliverables, as provided in the Scope of Work, to Contract Administrator, in a manner acceptable to the Contract Administrator.

Article III Changes in Scope and Additional Work

3.1 Artist shall, whenever required during the term of this Agreement by the terms of this Agreement or at the request of the Contract Administrator, present to City in writing, drawing or other appropriate media for further review and approval, any Significant Change in the scope, design, color, size, material, utility and support requirements, texture, or location of the site or of the Work. A Significant Change is any change which affects the installation, scheduling, site preparation or maintenance of the Work, or the concept of the Work as represented in the original approved design.

3.2 No services for which additional compensation will be charged shall be provided by Artist without the prior written authorization by City.

3.3 Upon completion of the Design Phase, City reserves the right to make such alterations as may be deemed necessary or advisable and to require such extra work as may be required for the proper completion of the Project contemplated by Artist. Any such changes will be set forth in an amendment which will specify, in addition to the work done in connection with the change made, adjustments of contract time, if any, and the basis of compensation for such work.

Article IV Responsibilities of Artist

4.1 Artist agrees that an essential element of this Agreement is his artistic skill and creativity. Artist shall not assign the creative or artistic portions of the Work to another party for the production of the Work without the written consent of City. Failure to conform to this provision may be cause for termination of this Agreement, at the sole discretion of City.

4.2 Artist shall be responsible for providing services described in Exhibit "A" including, but not limited to, the quality and timely completion of the services. Artist shall be responsible for designing the Artwork so that it can be fabricated and installed without exceeding the approved overall budget for the Project. Artist shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his Work.

4.3 In the event the services of Artist are integrated into, combined, or otherwise coordinated with services by third parties not within Artist's control, Artist shall not be responsible for such third party services. If any part of Artist's Work depends for proper execution or results upon the work of City, or a third party responsible to City, Artist shall, prior to proceeding with his or her Work, promptly report to City any apparent discrepancies or other defects in such other work which renders it unsuitable for proper execution and results by Artist. Artist shall not be responsible for any liability or failure to fulfill his obligations because of such discrepancies or defects, subject to confirmation by the Contract Administrator and timely notice provided by Artist. Failure of Artist to report a discrepancy or defect shall constitute an acceptance of City's or third party's work as fit and proper to receive Artist's Work. Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore. Nothing in this section shall limit the responsibility of Artist to take all reasonable steps to coordinate his Work with the work of City or a third party on the project.

4.4 Artist shall, if and when working on City property, supervise such clean-up as may be reasonably requested by City. At the close of Artist's Work, Artist shall remove his equipment, excess materials, etc., promptly and as requested by City.

4.5 City and any third party contractor on the project shall notify Artist of their operation, construction and maintenance schedules in and around the area where Artist's Work is to be performed. Artist shall perform his services in a manner and time so as not to cause interference with any of the operations, construction, or maintenance of City or third party contractor. In the event of a conflict between the schedules of the contractor and/or City and Artist, the conflict will be resolved by City. If the resolution of the conflict results in a significant delay of Artist's performance, Artist shall have the right to renegotiate this Agreement to compensate him for any reasonable costs or expenses incurred by the delay.

Article V

Responsibilities of City

5.1 City shall assist Artist by placing at Artist's disposal all public information it has available pertaining to the Project.

5.2 City shall perform in a timely manner each and every activity as set forth in the Scope of Services. If delays occur when deliverables of Artist are dependent upon City's timeliness, Artist's schedule of performance shall be adjusted accordingly.

5.3 City shall:

- (a) Arrange for access so that Artist may enter upon public property as required for Artist to perform the services under this Agreement;
- (b) Give prompt written notice to Artist whenever City observes or otherwise becomes aware of any development that affects the scope or timing of Artist's services; and
- (c) Arrange appointments, meetings, and/or consultations as needed for Artist to fulfill his obligations under this Agreement.

Article VI Warranties/Standards

6.1 Artist warrants that: (a) the design or Work being commissioned is the original product of his own creative efforts; (b) that the Work is original; and (c) that Artist shall not sell or reproduce the Work, or allow others to do so without the prior written consent of City; unless the Work is destroyed or modified while in City's control or custody.

6.2 Artist shall guarantee his Work to be free from faults of material and workmanship for a period of one (1) year after installation and final acceptance by City. Artist shall deliver the Work to City free and clear of any liens from any source whatsoever. These guarantees shall apply only to that Work which is entirely that of Artist or persons responsible to Artist, as installed, and shall not apply to materials or workmanship of projects in which the Work of Artist is integrated or combined, or to materials purchased, acquired, or installed by a person or entity not responsible to Artist.

6.3 Artist shall faithfully perform the Work required under this Agreement in accordance with standards of care, skill, training, diligence and judgment provided by highly competent professionals who perform work of a similar nature to the Work described in this Agreement.

Article VII Compensation and Time of Performance

7.1 City shall compensate Artist for the services performed under this Agreement pursuant to the Payment Schedule set forth in Exhibit "B" in an amount not to exceed the fixed sum of **Fifty Thousand Dollars (\$50,000.00).**

7.2 When all of the Work is finally complete and Artist is ready for a final inspection, Artist shall notify City thereof in writing. Thereupon, City will make final inspection of the Work and, if the Work is complete in accordance with this Agreement and this Agreement has been fully performed, City will promptly issue a final Certificate for Payment certifying that the

Work is complete and Artist is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Agreement.

7.3 Any costs incurred by Artist in excess of the Contract Price shall be the sole responsibility of Artist.

7.4 Artist shall submit invoices and receipts to City for payment in accordance with the schedule set forth in Exhibit "B" in a form reasonably requested by City. City shall compensate Artist within thirty (30) days after receiving Artist's invoice, provided there are no errors or discrepancies and that all work noted on the invoice has been completed.

7.5 In the event City determines that the portion of the Work for which it has been invoiced does not meet the contract specifications and that it intends to withhold payment, City shall provide detailed written notice to Artist within fifteen (15) days after receipt of invoice, specifying the failure of performance for which City intends to withhold payment. Artist shall thereafter meet contract standards to the satisfaction of City or advise City that he disputes City's determination that the specifications have not been met.

7.6 The services to be required of Artist under this Agreement shall be completed in accordance with the schedule for completion of the Work as proposed by Artist and approved by City, provided that such time limits may be extended or otherwise modified by written agreement between Artist and City.

7.7 If, when Artist completes fabrication or procurement of the Work in accordance with the approved schedule and notifies City that the Work is ready for installation, Artist is delayed from supervising the installation of the Work within the time specified in the schedule as a result of the construction on the Site not being sufficiently complete to reasonably permit installation of the Work, or City otherwise does not make the Site available to Artist in accordance with the approved schedule, City shall promptly reimburse Artist for reasonable transportation and storage costs incurred for the period of time provided in the schedule for commencement of installation to the date upon which the Site is made available to Artist for installation of the Work.

7.8 Artist shall bear any transportation and storage costs resulting from the completion of the Work prior to the time provided in the schedule for installation of the Work.

7.9 City shall grant a reasonable extension of time to Artist in the event that there is a delay on the part of City in performing its obligations under this Agreement or in completing the underlying capital project, or for events of Force Majeure. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions and providing notice of the existence of any such circumstance is provided to the other party not less than ten (10) days after such occurrence.

Article XIII Artist's Rights

8.1 City shall, at its expense, prepare and install at appropriate locations, after consultation with Artist, a plaque or sign, identifying Artist, the title of the Work and the year of completion, and any other information agreed to between the parties and shall reasonably maintain such notice in good repair against damages due to normal wear and tear over time, vandalism, and the elements.

8.2 City recognizes that maintenance of the Work on a regular basis is essential to the integrity of the Work. City shall reasonably assure that the Work is properly maintained and protected, taking into account the recommendations of the Artist.

8.3 City agrees that it shall not commit or authorize the intentional commission of any physical defacement, mutilation, alteration, destruction, damage, modification, change or relocate the Work of Artist without first conferring with Artist and taking reasonable measures to obtain the prior written approval of Artist to the proposed modification. City reserves the right to remove the Work of Artist in the event such work has been substantially altered or such Work becomes an immediate safety hazard to the public due to its condition or location.

8.4 Notwithstanding Section 8.3, City, in its sole discretion, shall have the right to remove any Work of Art providing the following terms and conditions are met.

- (a) The removal proposal shall first be submitted to and considered by the Public Art Committee. Following review and consideration of the removal proposal by the Public Art Committee, a recommendation on removal shall be submitted to City Council.
- (b) City Council shall have the right to remove a Work of Art after recommendation from the Public Art Committee.
- (c) In the event that City Council shall decide to remove the Work, Artist shall have the right of first refusal to purchase his Work, providing it stands alone and is not integrated into a larger artwork, building or structure and can be removed without expense to City; the right to have his name removed from the Work; and, the election to keep the plaque installed pursuant to Section 8.1.

8.5 City shall have the right to determine, after consultation with a professional conservator, when and if repairs and restorations to the Work shall be made. During Artist's lifetime, Artist shall have the right to review all major repairs and restorations. In the event that City makes repairs or restorations not reviewed and approved by Artist, Artist shall have the right to have Artist's name and association with the Work severed. To the extent practical, Artist, during Artist's lifetime, may be given the reasonable opportunity to make or supervise significant repairs and restorations, and be paid a mutually agreed fee for any such services.

8.6 All repairs and restorations, whether performed by Artist or City, or by third parties responsible to Artist or City, shall be made in accordance with professionally recognized principles of conservation of artworks.

Article IX Copyrights

9.1 Artist shall retain all copyrights and all other rights in and to any Artwork(s) created under this Agreement, provided that Artist hereby grants to City an irrevocable license to graphically depict the Artwork for any non-commercial purpose whatsoever. For the purposes of this limitation, the graphic depiction of the Artwork(s) on materials designed to promote City shall be deemed to be a non-commercial use. City shall not be responsible for any third party infringement of Artist's copyright.

9.2 If, for any reason, the approved design is not implemented, all rights to the proposed Artwork shall be retained by Artist.

9.3 Artist agrees that all Work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the State of Texas and the United States. Artist hereby represents and warrants that the Work does not, and Artist has not and will not, utilize any protected patent, trademark or copyright in performance under this Agreement unless and until Artist has obtained proper permission and all releases and other necessary documents. If Artist specifies any material, equipment, process or procedure which is protected, Artist shall disclose such patents, trademarks and copyrights in the construction drawings and technical specifications, such listing to be appended to this Agreement and shall be incorporated by this reference.

9.4 Artist agrees to release, indemnify, defend and save harmless City, its officers and employees from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind resulting from the performance under this Agreement which a court has determined infringes upon any patent, trademark or copyright.

Article X Time for Performance

10.1 Prior to beginning the performance of the services under this Agreement, Artist must receive a written Notice to Proceed.

10.2 In the event Artist is unable to complete the above services because of delays resulting from untimely issuance of a "Notice to Proceed", or from untimely review and approval by City, and such delays are not the fault of Artist, City shall grant a reasonable extension of time for completion.

10.3 City requires that the Scope of Work outlined in Exhibit "A" be completed within **140 calendar days** of the date of written Notice to Proceed.

Article XI Termination

11.1 Either party may terminate this Agreement with cause by providing thirty (30) days notice, in writing, to the other party. Upon the expiration date of said notice, this Agreement shall become of no further force or effect whatsoever and each of the parties shall be relieved and discharged from all rights and further duties and responsibilities under this Agreement.

11.2 In the event that the Agreement is terminated by City, City shall pay Artist for all Work performed and services rendered up to the effective date of the termination. City shall have no rights to Artist's creative Work, designs or unfinished Artwork(s).

11.3 In the event that this Agreement is terminated by Artist without cause, Artist shall promptly reimburse City for all payments made under this Agreement prior to the termination by Artist.

11.4 In the event that City determines that Artist has substantially failed to fulfill his obligations as provided under this Agreement, City shall provide Artist with written notice detailing the specific obligations which City claims Artist has failed to fulfill and notifying Artist that he is deemed to be in breach of the Agreement. If the breach is not cured or if City and Artist cannot agree on a schedule for curing the breach, the Agreement will be deemed terminated on a date specified by City which will be no sooner than ten (10) days from the date of issuance of the notice. In the event that this Agreement is so terminated by City, Artist shall promptly reimburse City for payments of any amount attributable to the alleged breached work only, made under this Agreement prior to the termination by City.

11.5 If, because of the death of Artist, or any other catastrophic occurrence, Artist's estate and/or employees will complete the Project. If it becomes impossible for Artist's estate and employees to render services or perform under this Agreement, the Agreement shall be terminated, upon written notice to City and with the concurrence of City.

Article XII Insurance

Insurance.

- (a) Artist shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Artist's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$500,000 per occurrence and \$1,000,000 in the aggregate for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Artist, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than

\$500,000 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Artist's employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000 per claim.

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

Article XIII Indemnification

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF ARTIST PURSUANT TO THIS AGREEMENT. ARTIST HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS THE "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. ARTIST AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY ARTIST'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF ARTIST, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES,

DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE OR PARTIAL OR ANY NEGLIGENCE OF CITY).

Article XIV Miscellaneous

14.1 **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.

14.2 **Assignment.** Artist may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Artist 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.

14.3 **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.

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

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

14.6 **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.

14.7 **Independent Contractor.** It is understood and agreed by and between the parties that Artist 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 Artist pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Artist 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. There is no intended third party beneficiary to this agreement.

14.8 **Subcontractors.** In the event Artist, during the course of performance under this Agreement, requires the service of any subcontractors or other professional associates in connection with services or activities covered by this Agreement, Artist has identified in the exhibits to this Agreement, or if Artist requests changes or additions, Artist must secure the prior

written approval of City's Contract Administrator. Artist shall directly pay any such subcontractor and is solely responsible for assuring subcontractor(s) provide proof of insurance and provided in Article 12, above. Artist is solely responsible for evaluation of the qualifications, expertise and selection of any subcontractor(s), for supervision of and payment of any and all subcontractors. City shall in no way be liable to or responsible for the acts or activities of any subcontractor.

14.9 Right-of-Access. City will furnish right-of-access on the land for Artist to perform the required assessments, or other necessary investigations. Artist will take reasonable precautions to minimize damage to the land in the performance of such assessments and investigations.

14.10 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:

Peter H. Vargas, City Manager
City of Allen, Texas
305 Century Parkway
Allen, Texas 75013
214-509-4118 Fax

With a copy to:

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

If intended for Artist:

Joshua C. Winer
Mural Arts Studio
144 Moody Street, Building 18
Waltham, Massachusetts 02453
617-930-6010

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

of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

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

14.13 **Audits and Records.** Artist 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 Artist'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.

14.14 **Survival of Obligations.** Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination.

14.15 **Time.** Both parties recognize that time is of the essence in the performance of the provisions of this Agreement.

14.16 **All Prior Agreements Superseded.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

14.17 **Authority to Execute.** The undersigned represent and warrant they are each duly authorized by the parties to execute this Agreement.

[signature page to follow]

EXECUTED this ____ day of _____, 2016.

CITY OF ALLEN, TEXAS

By: _____
Peter H. Vargas, City Manager

Attest:

By: _____
Shelley B. George, City Secretary

Approved as to Form:

By: _____
Peter G. Smith, City Attorney
(PGS/JJG/06-01-11/49583)

EXECUTED this ____ day of _____, 2016.

ARTIST:

MURAL ART STUDIO

By: _____
Joshua C. Winer, Artist

EXHIBIT A

Scope of Work

The following is a detailed description of each phase within the Scope of Work:

1a. Final Design Phase

Artist will design mosaics for 6 columns at the new Ford Pool House. Columns 1,2,3,4 (in front of the building) all measure 8'-4" x 9'-8" high. Columns 5 & 6 (behind the building) each measure approximately 8'-4" diameter x 8'-8" high.

City or Contractor will provide Artist with field measurements of all columns once they are built. Any supporting pictures, available drawings or as-built documents will be sent to the Artist. Artist will utilize this information in order to match the creation of work to built conditions.

Artist's Design will follow colored Drawing A (Columns 1 & 2), Drawing B (3 & 4), Drawing C (5 & 6), as attached.

City will provide Artist with the following samples, to allow for the Artist to choose coordinating colors for the mosaic:

- Exterior brick/block
- Turquoise paint color
- Any other colors or material choices that may influence the mosaic design

Artist shall keep the City's designated (Landscape Architect) informed of the progress being made throughout the design process. Such updates shall be provided on a regular basis and through appropriate means as listed below.

Artist shall provide the following:

- Meetings (Skype, conference calls, etc.)
- Material Samples
- Concepts (models, drawings, illustrations)
- Mock-ups (partial sample boards representing the various mosaics and mortar intend to be used on the project. Sample boards shall provide guidance on colors, finishes, sizes, material type, thickness, etc. for review and approval)

Note: All samples and mock-ups created for this project by Artist are for the purpose of the studio's continual research and development of techniques and materials that are utilized for specific projects. Should samples or mock-ups be created specifically for this project, they shall remain the sole property of Artist unless specifically agreed upon in writing.

1b. Design Services

Artist agrees to provide the design services as outlined in 1a. within the criteria specified. If the criteria change during the assignment, the fee may be revised accordingly.

Item # 1217 Attachment

This includes changes in design direction necessitating project re-design and/or concept revisions beyond the agreed upon services.

Additional Services include, but are not limited to, changes in the scope of work, changes in schedule, and changes made after a design is approved. Artist shall obtain approval from the client prior to commencing with work for any such Additional Services.

1c. Fabrication Phase

All Artist mosaic materials will be frost-proof vitrified exterior products, including glass and porcelain mosaic, polymer fortified thin-set mortar for tile installation, and sanded grout for filling all tile joints and edges.

Artist shall provide all materials, labor, engineering and project management for complete transcription of the design into the medium(s) specified herein. Client is welcome to visit the studio during fabrication.

1d. Crating

Crating will be provided by Artist if needed.

1e. Shipping/ Delivery

Shipping is included. Artist shall arrange for work to be delivered or shipped fully insured via common carrier, or regular ground.

1f. Installation

Artist shall be responsible for site preparation and installation of work on-site. Artist shall coordinate site preparation and installation with City's designated landscape architect.

The City will deliver or provide the Artist a total of six (6) columns in a "tile ready" state. The City will use the specifications provided by the Artist, or an approved equal method or specification that meets the same requirements for the column preparation.

Artist shall provide all materials, tools, equipment, labor, and project management necessary for a complete and in place installation of the design.

Artist shall remove all excess and discarded material including debris generated from the mosaic installation. Artist shall restore site conditions disturbed by the mosaic installation to original conditions.

1g. Preliminary Timeline

Receipt of deposit	2 weeks
Material procurement	2 weeks
Shop drawings	2 weeks
Fabrication	12 weeks
Shipping and Installation	2 weeks
TOTAL	20 weeks

EXHIBIT B
Compensation

Payment Schedule

The payment amounts for the Work shall be payable as follows:

Billing Phase/ Description	Payment Due	Amount
• 60% Fabrication Deposit	Upon final execution of contract. To procure materials and begin fabrication.	\$30,000
• 20% Progress Payment	Upon Completion of work in studio, at the time of crating and shipping.	\$10,000
• 20% Final Payment	Upon Installation and Acceptance of Finished Work.	\$10,000

#

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

May 24, 2016

SUBJECT:

Receive the Capital Improvement Program (CIP) Status Reports.

STAFF RESOURCE:

Eric Cannon, Chief Financial Officer

ATTACHMENT

Active CIP Projects report for May 2016

Completed CIP Projects Report for May 2016



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Active Status

Date: 5/16/2016

Project Number	Project Description	Funding Sources	Estimate Completion Date	Project Estimate	Total Expenditures	Total Encumbrances	Percent Encumbered & Expended
DR1401	COTTONWOOD CREEK BANK STABILIZATION	GO BONDS, NON BONDS, CDC	9/30/2016	\$750,000	\$682,199	\$3,119	91.4%
IT1201	ADMINISTRATION SOFTWARE	REPLACEMENT FUND, GF	9/30/2017	\$2,158,995	\$1,598,154	\$513,915	97.8%
IT1401	PS DISPATCH & RECORD PHASE II	GO BONDS, NON BONDS	9/30/2016	\$424,403	\$152,199	\$138,028	68.4%
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	\$0	\$144,866	72.4%
IT1602	EVENT CENTER POS	NON BONDS	3/8/2017	\$185,000	\$0	\$0	0.0%
PR1206	COTTONWOOD CREEK TRAIL HPP	CDC, COUNTY, FEDERAL GRANTS, GO BONDS	12/31/2016	\$1,218,135	\$1,204,845	\$12,629	99.9%
PR1208	PUBLIC ART	GO BONDS, NON-BONDS	9/30/2017	\$602,974	\$362	\$0	0.1%
PR1209	WATTERS BRANCH COMMUNITY	GO BONDS, PARK DEDICATION	9/30/2018	\$4,150,000	\$469,144	\$100,678	13.7%
PR1302	PARK LAND ACQUISITION	GO BONDS	9/30/2018	\$3,038,442	\$1,383	\$0	0.0%
PR1401	ALLEN HERITAGE VILLAGE (CD1401)	CDC, NON BONDS	9/30/2016	\$1,646,412	\$1,604,956	\$25,630	99.0%
PR1404	TRAIL CONSTRUCTION	CDC	9/30/2017	\$721,584	\$53	\$0	0.0%
PR1412	FORD POOL RECONSTRUCTION	CDC, GO BONDS	9/30/2016	\$3,922,576	\$1,503,908	\$2,359,573	98.5%
PR1416	TWIN CREEK PARK PHASE 2	PARK DEDICATION	9/30/2016	\$246,453	\$3,500	\$0	1.4%
PR1417	ORCHARDS NEIGHBORHOOD PARK	CDC	9/30/2016	\$698,258	\$107,705	\$534,181	91.9%
PR1422	RECREATION LED SIGNS	CDC	12/31/2015	\$102,000	\$0	\$0	0.0%
PR1502	BETHANY LAKES CONNECTOR TRAIL	CDC	12/31/2016	\$74,500	\$67,829	\$1,706	93.3%
PR1508	JFRC BRIDGE REPLACEMENT	NON BONDS	12/31/2016	\$400,000	\$42,365	\$2,035	11.1%
PR1509	REED PARK IMPROVEMENTS	PARK DEDICATION	12/31/2016	\$61,330	\$0	\$0	0.0%
PR1601	ROWLETT CREEK COMMUNITY PARK	GO BONDS	12/31/2018	\$3,400,000	\$650	\$0	0.0%
PR1606	ALLEN WATER STATION TRAIL	CDC	12/31/2016	\$1,300,000	\$154,961	\$1,073,207	94.5%
PR1607	WATER STATION SECURITY CAMERAS	CDC	12/31/2016	\$54,208	\$0	\$0	0.0%
PS1303	FIRE STATION #2 RECONSTRUCTION	GO BONDS, NON BONDS	9/30/2017	\$5,596,030	\$3,414,435	\$1,864,877	94.3%
PS1401	PUBLIC SAFETY SYSTEMS	GO BONDS, NON BONDS	9/30/2017	\$461,508	\$0	\$0	0.0%
PS1501	CITY HALL BASEMENT REMODEL	NON BONDS	9/30/2016	\$703,756	\$679,921	\$9,854	98.0%
PS1601	LIBRARY CHILLER REPLACEMENT	GO BONDS	3/15/2017	\$205,000	\$0	\$201,810	98.4%
PS1602	ANIMAL SHELTER MONUMENT SIGN	GO BONDS	3/15/2017	\$45,000	\$0	\$5,000	11.1%
ST0316	FM 2551	FACILITY AGREEMENT	9/30/2016	\$1,094,147	\$0	\$0	0.0%
ST0704	STACY PHASE II GREENVILLE TO ANGEL	NON BONDS	9/30/2017	\$1,100,605	\$1,070,616	\$1,500	97.4%
ST1104	STACY / GREENVILLE TRAFFIC SIGNAL	NON BONDS	10/31/2017	\$130,000	\$12,334	\$0	9.5%
ST1202	RIDGEVIEW - WATTERS TO US 75	GO BONDS, NON BONDS	9/30/2016	\$1,835,051	\$499,575	\$0	27.2%
ST1302	EXCHANGE PHASE 1 ALMA-ALLEN HEIGHT	GO BONDS, NON BONDS	12/31/2015	\$5,396,389	\$5,392,297	\$4,092	100.0%



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Active Status

Date: 5/16/2016

Project Number	Project Description	Funding Sources	Estimate Completion Date	Project Estimate	Total Expenditures	Total Encumbrances	Percent Encumbered & Expended
ST1303	CHAPARRAL STREET LIGHTS	NON BONDS	9/30/2016	\$72,861	\$0	\$0	0.0%
ST1308	RIDGEVIEW - ALMA TO STACY	NON BONDS, GO BONDS	4/30/2016	\$6,080,905	\$5,585,067	\$131,437	94.0%
ST1314	TRAFFIC SIGNAL WATTERS & BOSSY BOOT	NON BONDS	12/31/2015	\$150,000	\$662	\$0	0.4%
ST1403	MONTGOMERY BLVD EXTENSION	NON BONDS	9/30/2016	\$3,270,667	\$2,831,359	\$96,944	89.5%
ST1501	OLSEN & BEVERLY EL SIDEWALK	NON BONDS	9/30/2016	\$200,000	\$2,310	\$0	1.2%
ST1502	FY15 STREET & ALLEY REPAIR	GO BONDS, NON BONDS	9/30/2016	\$1,400,000	\$0	\$1,300,751	92.9%
ST1503	ALMA DRIVE IMPROVEMENT	NON BONDS	12/31/2017	\$3,430,000	\$177,963	\$649,419	24.1%
ST1504	2015 INTERSECTION IMPROVEMENT	NON BONDS	12/31/2016	\$311,850	\$70,392	\$16,458	27.8%
ST1505	2015 TRAFFIC SIGNAL FLASHING YELLOW	NON BONDS	9/30/2016	\$50,000	\$6,803	\$0	13.6%
ST1601	EXCHANGE PKWY SIDEWALK AT RACETRAC	NON BONDS	2/19/2017	\$85,000	\$28,660	\$45,597	87.4%
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	\$115,280	\$380	25.0%
WA1204	LIFT STATION IMPROVEMENTS	W&S CIP	9/30/2017	\$344,871	\$123,586	\$4,936	37.3%
WA1308	RIDGVIEW DR WATERLINE	W&S CIP	10/31/2015	\$119,095	\$99,593	\$19,502	100.0%
WA1402	W&S SCADA SYSTEM UPGRADE	W&S CIP	9/30/2017	\$500,000	\$55,516	\$313,285	73.8%
WA1403	FOUNTAIN PARK 1&2 W/S REHABILITATIO	W&S CIP	9/30/2017	\$2,656,776	\$2,402,549	\$155,888	96.3%
WA1501	COTTONWOOD CREEK 21" SEWER LINE	W&S CIP	9/30/2017	\$1,050,000	\$738,255	\$122,539	82.0%
WA1503	MONTGOMERY BLOULEVARD EXTENSION	W&S CIP	3/31/2016	\$129,333	\$129,332	\$0	100.0%
WA1601	CUSTER TOWER INTERIOR REPAINT	W&S CIP	3/31/2016	\$395,000	\$327,710	\$5,072	84.2%
WA1603	FOUNTAIN PARK W/S REHAB PH 2	W&S CIP	9/30/2018	\$3,700,000	\$0	\$3,269,701	88.4%



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Completed Status

Date: 5/16/2016

Project Number	Project Description	Funding Sources	Completion Date	Approved Funds	Project Total Costs
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
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
PR1503	CARDIO FITNESS EQUIPMENT	CDC	11/24/2015	\$280,887	\$280,887
PR1506	AEC CHILLER & BRINE SYSTEM	CDC	12/31/2015	\$186,525	\$186,525
PR1507	TCWC MISC EQUIPMENT	CDC	12/31/2015	\$31,844	\$31,844
PR1511	TRAIL MAINTENANCE FY2015	CDC	8/28/2015	\$18,473	\$18,473
PR1512	DRN POOL DECK	CDC	9/30/2015	\$26,913	\$26,913
PS1408	EXISTING FACILITIES UPGRADE	GO BONDS	7/8/2015	\$144	\$144
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



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 8/12/2015

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



CAPITAL IMPROVEMENT PROJECTS

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Closed to Fixed Assets

Date: 8/12/2015

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



CAPITAL IMPROVEMENT PROJECTS

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



CAPITAL IMPROVEMENT PROJECTS

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Closed to Fixed Assets

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



CAPITAL IMPROVEMENT PROJECTS

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



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 8/12/2015

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



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 8/12/2015

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



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 8/12/2015

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



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 8/12/2015

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



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 8/12/2015

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



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 8/12/2015

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

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

May 24, 2016

SUBJECT:

Receive the Summary of Property Tax Collections as of April 2016.

STAFF RESOURCE:

Eric Cannon, Chief Financial Officer

ATTACHMENT

Summary of Property Tax Collections as of April 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**

May 10, 2016

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

Dear Mayor Terrell,

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

**April 2016
\$169,051.37
\$0.00**

Sincerely,



**Kenneth L. Maun
Tax Assessor Collector**

Attachment

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

KM:ds

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

Monthly Collection Status Report
April 2016

City of Allen #06

	Collections Month of April	Cumulative Total 10/1/15 thru 4/29/16	% of Collections
Current Tax Year Collections			
Base M&O	\$116,412.72	\$40,912,068.03	100.88%
Base I&S	35,452.57	\$12,459,425.55	
Late Rendition Penalty	529.28	\$19,295.03	
P&I M&O	9,118.35	\$60,834.87	
P&I I&S	2,760.56	\$17,171.05	
P&I I&S Bond			
Attorney Fee	1,142.45	\$1,142.45	
Subtotal	<u>\$165,415.93</u>	<u>\$53,469,936.98</u>	101.07%
Delinquent TaxYears Collections			
Base M&O	\$2,607.94	\$64,867.68	
Base I&S	926.13	\$22,918.13	
Late Rendition Penalty	130.22	\$982.42	
P&I M&O	853.51	\$18,514.95	
P&I I&S	260.09	\$6,338.67	
P&I I&S Bond			
Attorney Fee	851.37	\$11,704.59	
Other>	0.00	0.00	
Subtotal	<u>\$5,629.26</u>	<u>\$125,326.44</u>	0.24%
Combined Current & Delinquent:			
Base M&O	\$119,020.66	\$40,976,935.71	
Base I&S	36,378.70	12,482,343.68	
Late Rendition Penalty	659.50	20,277.45	
P&I M&O	9,971.86	79,349.82	
P&I I&S	3,020.65	23,509.72	
P&I I&S Bond			
Attorney Fee	1,993.82	12,847.04	
Other>	0.00	0.00	
Total Collections	<u>\$171,045.19</u>	<u>\$53,595,263.42</u>	101.31%
			100.00%
Original 2015 Tax Levy		<u>\$52,904,305.40</u>	

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

Page 2

Cumulative Comparative Collection Status Report
April 2016

City of Allen #06

Current Tax Year Collections	Collections thru April 2016	% Collections	Collections thru April 2015	% Collections
Base M&O + I&S	\$53,371,493.58	100.88%	\$49,026,561.24	98.90%
Late Rendition Penalty	19,295.03		16,409.52	
P&I M&O + I&S	78,005.92		62,418.60	
Attorney Fee	1,142.45		1,357.84	
Subtotal	<u>\$53,469,936.98</u>	101.07%	<u>\$49,106,747.20</u>	99.06%
Delinquent Tax Years Collections				
Base M&O + I&S	\$87,785.81		\$229,429.07	
Late Rendition Penalty	982.42		185.56	
P&I M&O + I&S	24,853.62		39,126.06	
Attorney Fee	11,704.59		7,453.20	
Other	0.00		0.00	
Subtotal	<u>\$125,326.44</u>	0.24%	<u>\$276,193.89</u>	0.56%
Combined Current & Delinquent:				
Base M&O + I&S	\$53,459,279.39		\$49,255,990.31	
P&I M&O + I&S	102,859.54		101,544.66	
Late Rendition Penalty	20,277.45		16,595.08	
Attorney Fee	12,847.04		8,811.04	
Other	0.00		0.00	
Total Collections	<u>\$53,595,263.42</u>	101.31%	<u>\$49,382,941.09</u>	99.62%
Adjusted 2014 Tax Levy			<u>\$49,571,830.85</u>	100.00%
Original 2015 Tax Levy	<u>\$52,904,305.40</u>	100.00%		

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

Page 3

Levy Outstanding Status Report
April 2016

City of Allen #06

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 3/31/16	\$738,484.56	\$291,165.18
Base M&O Collections	151,865.29	3,534.07
Supplement/Adjustments	-3,868.45	99,893.93
Write-off	0.00	0.00
Remaining Levy as of 4/29/16	<u>\$582,750.82</u>	<u>\$387,525.04</u>
Cumulative (From 10/01/15 thru 4/29/16)		
Original 2015 Tax Levy (as of 10/01/15)	\$52,904,305.40	\$357,819.86
Base M&O + I&S Collections	53,371,493.58	87,785.81
Supplement/Adjustments	1,049,939.00	117,490.99
Write-off	0.00	0.00
Remaining Levy as of 4/29/16	<u>\$582,750.82</u>	<u>\$387,525.04</u>

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

Page 4

Monthly Distribution Report
April 2016

City of Allen #06

	Distribution Month of April	Distribution 10/1/15 thru 4/29/16
Weekly Remittances:		
Week Ending 4/1/16	\$37,441.70	\$11,260,063.25
Week Ending 4/8/16	\$53,339.18	\$5,952,027.31
Week Ending 4/15/16	\$21,574.83	\$13,037,780.84
Week Ending 4/22/16	\$21,986.43	\$17,623,799.04
Week Ending 4/29/16	\$34,676.26	\$5,707,731.85
Total Weekly Remittances	<u>\$169,018.40</u>	<u>\$53,581,402.29</u>
Overpayment from Prior Month	\$0.00	\$0.00
Manual Adjustment Refund	\$0.00	\$0.00
Commission Paid Delinquent Attorney	\$1,993.82	\$12,847.04
Entity Collection Fee	\$0.00	\$0.00
Judgement Interest	\$0.00	\$0.00
5% CAD Rendition Penalty	\$32.97	\$1,014.09
Total Disbursements	<u>\$171,045.19</u>	<u>\$53,595,263.42</u>
Carryover to Next Month	\$0.00	\$0.00

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: May 24, 2016

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

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

PREVIOUS COUNCIL ACTION: On September 22, 2015, City Council approved current Rate and Service Resolution No. 3332-9-15(R).

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

BACKGROUND

Residential Rates

The residential rate paid by a resident of Allen to the City of Allen for solid waste and household hazardous waste services is currently \$15.59 and there is no proposal to change this rate.

Residential rates paid by the City to Community Waste Disposal (CWD), the City's franchise waste services provider, are subject to the following annual rate increases:

- An annual Consumer Price Index (CPI) increase.
- An adjustment to compensate CWD for increased/decreased yard waste and brush collection expenses.

The Department of Labor CPI for the one year period ending March 2016, showed a CPI increase of 0.6%. This CPI translates to an increase in the City's monthly payment to CWD for residential services of \$0.04 per month. CWD's expenses for yard waste and brush collection has decreased by \$0.02 per month. Combining these results in a net increase in payment to CWD of \$0.02 per month per residential account.

The increase also results in an additional \$0.02 for each additional garbage poly cart per month, and an increase of \$0.01 for each additional recycle poly cart per month.

The net change to CWD's charges is an increase in charges to the City of about \$9,000 in the upcoming year. CWD's Market Adjustment letter is provided as an attachment.

Commercial Rates

There are no proposed changes to commercial waste services fees in this Rate Resolution.

Commercial waste services accounts are billed directly to the customer by CWD. CWD then provides a payment to the City from the funds they collect to reimburse the Solid Waste Fund the NTMWD waste disposal costs and provide the City a 15% franchise fee payment on commercial services.

During the current CWD contract that runs through May 31, 2019, commercial rates are only affected by two factors:

- Adjustment to the disposal cost component of CWD's charges that is charged by the North Texas Municipal Water District. City Staff dictates the disposal costs that CWD collects from commercial customers in the Rate Resolution. Because NTMWD's solid waste rates have leveled out between \$40 and \$41 per ton and the fact that the Solid Waste's Fund Reserve is healthy, there is no need to consider a disposal cost adjustment this year.
- The City's contract with CWD allows for a Variable Fuel Adjustment Fee (VFAF). When the VFAF is in effect it is adjusted monthly and causes an increase in commercial fees. Beginning June 1, 2016, the VFAF is not initiated until diesel fuel prices are above \$4.35 per gallon. The April 25, 2016, US Department of Energy (DOE) report on diesel fuel prices reflects a cost of \$1.91 per gallon. There is a considerable buffer before a diesel fuel VFAF would again come into effect. However, should diesel fuel prices exceed the \$4.35 level, passing along the VFAF is automatic based on contract terms. The VFAF Table is provided in the Rate Resolution.

Summary

The strength of the Solid Waste Fund's fund reserve and projected revenue and expenses allows the City to maintain current commercial and residential waste services rates. The slight adjustment in the first paragraph on the first page of the proposed ordinance reflects the slight increase in payments to CWD for residential charges.

BUDGETARY IMPACT

The Solid Waste Fund is projected to maintain its fund reserve at or above the desirable 120 day of reserve level through the end of FY16.

STAFF RECOMMENDATION

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

MOTION

I make a motion to adopt Resolution No. _____ that sets new rates and fees for commercial and residential solid waste, recycling, and household hazardous waste services.

ATTACHMENT

Resolution

Proposed Rate Resolution in Track Changes

CWD's Letter on waste

RESOLUTION NO. _____

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

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

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

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

1. RESIDENTIAL Solid Waste Services-
(Garbage, bulk, recycling, yard waste, Christmas tree haul, and Household Hazardous Waste (HHW))

Residential rate per month to CWD	\$7.23
Residential rate per month to City	\$15.59
Senior rate (residential customers who are 65 years of age or older and who own or lease and occupy the residence) per month (20% discount from standard rate)	\$12.47
Additional garbage poly-cart per month to CWD	\$4.10
Additional garbage poly-cart per month to City	\$8.89
Additional recycle poly-cart per month to CWD	\$2.10
Additional recycle poly-cart per month to City	\$2.10
Replace lost/stolen garbage or recycle poly-cart to CWD	\$76.04

2. COMMERCIAL Solid Waste Services-
All commercial costs in Paragraph 2 include the City of Allen's 15% Franchise Fee

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

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

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

Monthly rates:

3 Cubic Yard Container

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

4 Cubic Yard Container

One time per week	\$102.17
Two times per week	\$191.92

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

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

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

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

Fuel Price	Fuel Surcharge Effective June 1, 2013	Fuel Surcharge Effective June 1, 2014	Fuel Surcharge Effective June 1, 2015	Fuel Surcharge Effective June 1, 2016	Fuel Surcharge Effective June 1, 2017	Fuel Surcharge Effective June 1, 2018
\$ 6.00	15.60%	14.82%	14.04%	13.26%	12.48%	11.70%
\$ 6.05	15.99%	15.21%	14.43%	13.65%	12.87%	12.09%
\$ 6.10	16.38%	15.60%	14.82%	14.04%	13.26%	12.48%
\$ 6.15	16.77%	15.99%	15.21%	14.43%	13.65%	12.87%
\$ 6.20	17.16%	16.38%	15.60%	14.82%	14.04%	13.26%
\$ 6.25	17.55%	16.77%	15.99%	15.21%	14.43%	13.65%
\$ 6.30	17.94%	17.16%	16.38%	15.60%	14.82%	14.04%
\$ 6.35	18.33%	17.55%	16.77%	15.99%	15.21%	14.43%
\$ 6.40	18.72%	17.94%	17.16%	16.38%	15.60%	14.82%
\$ 6.45	19.11%	18.33%	17.55%	16.77%	15.99%	15.21%
\$ 6.50	19.50%	18.72%	17.94%	17.16%	16.38%	15.60%
\$ 6.55	19.89%	19.11%	18.33%	17.55%	16.77%	15.99%
\$ 6.60	20.28%	19.50%	18.72%	17.94%	17.16%	16.38%
\$ 6.65	20.67%	19.89%	19.11%	18.33%	17.55%	16.77%
\$ 6.70	21.06%	20.28%	19.50%	18.72%	17.94%	17.16%
\$ 6.75	21.45%	20.67%	19.89%	19.11%	18.33%	17.55%
\$ 6.80	21.84%	21.06%	20.28%	19.50%	18.72%	17.94%
\$ 6.85	22.23%	21.45%	20.67%	19.89%	19.11%	18.33%
\$ 6.90	22.62%	21.84%	21.06%	20.28%	19.50%	18.72%
\$ 6.95	23.01%	22.23%	21.45%	20.67%	19.89%	19.11%
\$ 7.00	23.40%	22.62%	21.84%	21.06%	20.28%	19.50%
\$ 7.05	23.79%	23.01%	22.23%	21.45%	20.67%	19.89%
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\$ 7.20	24.96%	24.18%	23.40%	22.62%	21.84%	21.06%
\$ 7.25	25.35%	24.57%	23.79%	23.01%	22.23%	21.45%
\$ 7.30	25.74%	24.96%	24.18%	23.40%	22.62%	21.84%
\$ 7.35	26.13%	25.35%	24.57%	23.79%	23.01%	22.23%
\$ 7.40	26.52%	25.74%	24.96%	24.18%	23.40%	22.62%
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\$ 8.25	33.15%	32.37%	31.59%	30.81%	30.03%	29.25%
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\$ 8.35	33.93%	33.15%	32.37%	31.59%	30.81%	30.03%
\$ 8.40	34.32%	33.54%	32.76%	31.98%	31.20%	30.42%
\$ 8.45	34.71%	33.93%	33.15%	32.37%	31.59%	30.81%

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3. SPECIAL COLLECTIONS

- **Appliances: Listed Below** \$30.17
Stoves, ovens, water heaters, furnaces, garbage compactors, etc.; refrigerators, freezers & ice makers (refrigerant professionally removed and certified)
- **Furniture: Listed Below** \$21.74
Couch, bed, love seat, tables, EZ chairs, etc.

4. COMMERCIAL SPECIAL SERVICES

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

5. COMMERCIAL SPECIAL SERVICES

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

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

6. OTHER CHARGES

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

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

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Resolution which shall remain in full force and effect.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 24TH DAY OF MAY 2016.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

Item # 1017 Attachment

RESOLUTION NO. _____(R)

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

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

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

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

1. RESIDENTIAL Solid Waste Services-
(Garbage, bulk, recycling, yard waste, Christmas tree haul, and Household Hazardous Waste (HHW))

Residential rate per month to CWD	\$7.21 \$7.23
Residential rate per month to City	\$15.59
Senior rate (residential customers who are 65 years of age or older and who own or lease and occupy the residence) per month (20% discount from standard rate)	\$12.47
Additional garbage poly-cart per month to CWD	\$4.08 \$4.10
Additional garbage poly-cart per month to City	\$8.89
Additional recycle poly-cart per month to CWD	\$2.09 \$2.10
Additional recycle poly-cart per month to City	\$2.10
Replace lost/stolen garbage or recycle poly-cart to CWD	\$75.59 \$76.04

2. COMMERCIAL Solid Waste Services-
All commercial costs in Paragraph 2 include the City of Allen's 15% Franchise Fee

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

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

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

Monthly rates:

3 Cubic Yard Container

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

4 Cubic Yard Container

One time per week	\$102.17
Two times per week	\$191.92
Three times per week	\$278.13
Four times per week	\$354.00

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

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

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

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

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY



CommunityWasteDisposal.com

Since 1984

May 25, 2016

City of Allen
Stephen Massey
Community Service Director
305 Century Parkway
Allen, TX 75013-8042

RE: Market Adjustment Effective June 1, 2016

Dear Stephen:

In accordance with the Solid Waste, Collection, Disposal and Recycling Services contract, Community Waste Disposal LP (CWD) hereby requests that the City Council of the City of Allen formally consider the following residential market adjustment with an effective of June 1, 2016.

	Current 2015-2016 Rate	2016-2017 Compost Adjustment	2016-2017 0.6% CPI Adjustment	New 2016-2017 Rate
Residential Rate to Allen Residents	\$7.21	(\$0.02)	\$0.04	\$7.23
Additional Residential Trash Cart Pricing (Each)	\$4.08	N/A	\$0.02	\$4.10
Additional Residential Recycling Cart Pricing (Each)	\$2.09	N/A	\$0.01	\$2.10
Replace lost/stolen Trash or Recycle Cart (Each)	\$75.59	N/A	\$0.45	\$76.04

Back up information detailing our request for a 2016-2017 adjustment is attached. Included is a spreadsheet that details the residential compost recovery request-summary and the March-2016 CPI information from the Department of Labor.

If you have any questions concerning this matter, please feel free to contact me at 972.392.9300 extension 225.

Sincerely,

David Dalrymple

cc: Donna Kliever
Robert Medigovich
Greg Roemer
Dale Pound

Enc: CPI - Index
Compost Recovery
Schedule A

2010 California Crossing
Dallas, Texas 75220-2310

telephone
972.392.9300 • 817.795.9300

facsimile
972.392.9301

Southwest Consumer Price Index Indicators

CPI for All Urban Consumers (CPI-U): U.S. City Average, Dallas-Fort Worth, and Houston-Galveston-Brazoria, **March 2016**
(1982-84=100 unless otherwise noted)

Item and group	U.S. City Average				Dallas-Fort Worth				Houston-Galveston-Brazoria			
	Index	Percent change			Index	Percent change			Index	Percent change		
	Mar. 2016	12-month	1-month	2-month	Mar. 2016	12-month	1-month	2-month	Mar. 2016	12-month	1-month	2-month
All items	238.132	0.9	0.4	0.5	218.877	0.6		0.8				
Food and beverages	247.677	0.8	-0.3	-0.2	249.669	0.2		-0.4				
Food	247.978	0.8	-0.3	-0.3	244.392	0.3		-0.3				
Food at home	240.329	-0.5	-0.7	-0.7	217.788	-1.2	-1.1	-0.5	223.443	-0.3	-0.1	-0.7
Food away from home	260.883	2.7	0.2	0.4	285.666	2.1		0.0				
Alcoholic beverages	242.230	1.2	-0.1	0.3	318.366	-2.6		-1.4				
Housing	241.485	2.1	0.2	0.4	201.544	2.0		0.0				
Shelter	285.196	3.2	0.3	0.6	220.225	3.8	0.4	0.4	248.920	5.1	0.1	0.2
Rent of primary residence (1)	293.489	3.7	0.2	0.5	231.213	5.0	0.3	0.5	242.967	6.7	0.7	0.9
Owners' equivalent rent of primary residences (1) (2)	292.080	3.1	0.2	0.4	236.609	4.4	0.5	1.0	230.967	4.8	0.2	0.1
Owners' equivalent rent of primary residence (1) (2)	292.039	3.1	0.2	0.4	236.609	4.4	0.5	1.0	230.967	4.8	0.2	0.1
Fuels and utilities	223.918	-2.6	-0.1	-0.3	210.681	-6.0		-2.7				
Household energy	186.198	-4.5	-0.2	-0.5	191.256	-9.7	-3.5	-4.1	119.409	-15.1	-8.2	-10.7
Energy services (1) (3)	191.203	-3.3	-0.2	-0.5	188.194	-9.7	-3.5	-4.1	117.232	-15.1	-8.3	-10.9
Electricity (1)	202.487	-1.7	0.0	-0.3	183.367	-12.0	-4.1	-4.1	115.214	-15.8	-9.8	-11.6
Utility (piped) gas service (1)	154.822	-9.2	-0.7	-1.1	168.189	10.0	-0.3	-4.3	117.385	-11.6	0.0	-6.8
Household furnishings & operations	122.389	-0.3	-0.1	0.0	126.194	-0.1		0.7				
Apparel	127.427	-0.6	1.5	4.6	112.400	-6.0		9.8				
Transportation	191.257	-4.1	2.1	0.6	193.954	-3.5		1.7				
Private transportation	185.706	-4.4	2.2	0.5	195.614	-3.5		1.7				
Motor fuel	171.050	-21.1	10.1	-0.8	173.335	-16.8	17.2	7.9	152.695	-23.3	9.5	0.8
Gasoline (all types)	170.356	-20.9	10.2	-0.7	172.632	-16.5	17.4	8.1	152.836	-23.0	9.8	1.1
Medical care	458.620	3.3	0.1	1.0	431.261	4.8		0.6				
Recreation (4)	117.071	1.1	0.4	0.9	110.811	-0.9		1.1				
Education and communication (4)	139.279	1.2	0.0	-0.1	142.248	3.8		2.1				
Other goods and services	420.632	2.0	0.2	0.4	387.268	1.7		0.6				
SPECIAL INDEXES (CPI-U)												
Energy	179.017	-12.6	4.0	-0.6	183.913	-13.1	5.0	1.1	134.266	-19.9	-0.3	-5.4
All items less shelter	222.363	-0.3	0.5	0.5	219.040	-0.8		1.0				
All items less food and energy	246.358	2.2	0.3	0.7	222.744	2.1		0.9				
All items (1967 = 100)	713.339				686.605							
CPI FOR URBAN WAGE EARNERS AND CLERICAL WORKERS (CPI-W)												
All items	232.209	0.5	0.5	0.5	223.430	0.6		0.9				
All items (1967 = 100)	691.681				688.984							
<p>(1) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.</p> <p>(2) Index on a December 1982=100 base.</p> <p>(3) This index series was formerly titled Gas (piped) and electricity.</p> <p>(4) Index on a December 1997=100 base.</p> <p>Note: The Consumer Price Index (CPI) measures changes in prices of all goods and services purchased for consumption by urban households. The indexes for food at home, energy, and shelter are compiled monthly for Dallas-Fort Worth and Houston. Full surveys, which produce the All Items Indexes and major components, are compiled every two months. These full surveys are published for the odd-numbered months for Dallas-Fort Worth and for the even-numbered months for Houston.</p> <p>Southwest CPI Indicators: Previous Issues</p> <p>Southwest Homepage</p>												

[Schedule of Upcoming Releases for the Consumer Price Index](#)

**Community Waste Disposal
City of Allen
Residential Compost Recovery Request - Summary
05-25-16**

2014	(January through December)		
	Compost Tip Fees (monthly average)	\$	5,423.93
	Compost Purchase & Delivery (monthly average)	\$	1,569.63
	Total Monthly Average Compost	\$	6,993.56
2015	(January through December)		
	Compost Tip Fees (monthly average)	\$	4,580.63
	Compost Purchase & Delivery (monthly average)	\$	1,421.68
	Total Monthly Average Compost	\$	6,002.31
Compost Cost Increase 2014 vs. 2015		\$	(991.25)
Amount Recovered through previous adjustments 6/1/2015		\$	518.40
Amount to be recovered (monthly)		\$	(472.85)
Allen house count (annual average 2014)			27,115
Cost per home adjustment (compost)		\$	(0.02)

CITY of ALLEN - Schedule "A"
Effective 06.01.16 (44.20 disposal)

	2015/2016 Allen Customer Rate	2015/2016 Net Rate to CWD	2016/2017 Disposal Adjustment	2016/2017 Compost Adjustment	2016/2017 CPI Adjustment 0.6%	2016/2017 Net Rate to CWD	2016/2017 Allen Customer Rate
Solid Waste Services							
I. Residential Collection (Includes Garbage, Bulk, Recycling, Compost)							
Residential Rate to Allen Residents	N/A	\$7.21	N/A	(\$0.02)	\$0.04	\$7.23	N/A
Additional Residential Trash Cart Pricing (Each)	N/A	\$4.08	N/A	N/A	\$0.02	\$4.10	N/A
Additional Residential Recycling Cart Pricing (Each)	N/A	\$2.09	N/A	N/A	\$0.01	\$2.10	N/A
Replace lost/stolen Trash or Recycle Cart (Each)	\$75.59	\$65.73	N/A	N/A	\$0.39	\$66.12	\$76.04
Commercial Cart							
First Poly-Cart	\$18.72	\$16.28	\$0.00	N/A	\$0.00	\$16.28	\$18.72
Two (2) Poly-Carts	\$35.00	\$30.43	\$0.00	N/A	\$0.00	\$30.43	\$35.00
Three (3) Poly-Carts	\$49.36	\$42.92	\$0.00	N/A	\$0.00	\$42.92	\$49.36
Price for Each additional Poly-Cart There After	\$14.37	\$12.50	\$0.00	N/A	\$0.00	\$12.50	\$14.37
Commercial Container Services							
3 Cubic Yard Container							
One time per week	\$93.22	\$81.06	\$0.00	N/A	\$0.00	\$81.06	\$93.22
Two times per week	\$180.68	\$157.11	\$0.00	N/A	\$0.00	\$157.11	\$180.68
Three times per week	\$248.92	\$216.45	\$0.00	N/A	\$0.00	\$216.45	\$248.92
4 Cubic Yard Container							
One time per week	\$102.17	\$88.84	\$0.00	N/A	\$0.00	\$88.84	\$102.17
Two times per week	\$191.92	\$166.89	\$0.00	N/A	\$0.00	\$166.89	\$191.92
Three times per week	\$278.13	\$241.85	\$0.00	N/A	\$0.00	\$241.85	\$278.13
Four times per week	\$354.00	\$307.83	\$0.00	N/A	\$0.00	\$307.83	\$354.00
6 Cubic Yard Container							
One time per week	\$126.16	\$109.70	\$0.00	N/A	\$0.00	\$109.70	\$126.16
Two times per week	\$236.28	\$205.46	\$0.00	N/A	\$0.00	\$205.46	\$236.28
Three times per week	\$337.81	\$293.75	\$0.00	N/A	\$0.00	\$293.75	\$337.81
Four times per week	\$430.73	\$374.55	\$0.00	N/A	\$0.00	\$374.55	\$430.73
Five times per week	\$515.04	\$447.86	\$0.00	N/A	\$0.00	\$447.86	\$515.04
Six times per week	\$589.48	\$512.59	\$0.00	N/A	\$0.00	\$512.59	\$589.48
8 Cubic Yard Container							
One time per week	\$148.68	\$129.29	\$0.00	N/A	\$0.00	\$129.29	\$148.68
Two times per week	\$276.45	\$240.39	\$0.00	N/A	\$0.00	\$240.39	\$276.45
Three times per week	\$396.27	\$344.58	\$0.00	N/A	\$0.00	\$344.58	\$396.27
Four times per week	\$506.20	\$440.17	\$0.00	N/A	\$0.00	\$440.17	\$506.20
Five times per week	\$606.35	\$527.26	\$0.00	N/A	\$0.00	\$527.26	\$606.35
Six times per week	\$696.56	\$605.70	\$0.00	N/A	\$0.00	\$605.70	\$696.56
Extra Pick-Ups							
3 cu. Yd. Containers	\$43.93	\$38.20	\$0.00	N/A	\$0.00	\$38.20	\$43.93
4 cu. Yd. Containers	\$46.29	\$40.25	\$0.00	N/A	\$0.00	\$40.25	\$46.29
6 cu. Yd. Containers	\$50.99	\$44.34	\$0.00	N/A	\$0.00	\$44.34	\$50.99
8 cu. yd. Containers	\$55.66	\$48.40	\$0.00	N/A	\$0.00	\$48.40	\$55.66
Refills							
3 cu. Yd. Containers	\$31.56	\$27.44	\$0.00	N/A	\$0.00	\$27.44	\$31.56
4 cu. Yd. Containers	\$33.78	\$29.37	\$0.00	N/A	\$0.00	\$29.37	\$33.78
6 cu. Yd. Containers	\$38.67	\$33.63	\$0.00	N/A	\$0.00	\$33.63	\$38.67
8 cu. Yd. Containers	\$43.37	\$37.71	\$0.00	N/A	\$0.00	\$37.71	\$43.37
Front Load Compactor (Rate per Pick Up)							
2 Cubic Yard	\$83.88	\$72.94	\$0.00	N/A	\$0.00	\$72.94	\$83.88
6 Cubic Yard	\$132.16	\$114.92	\$0.00	N/A	\$0.00	\$114.92	\$132.16
8 Cubic Yard	\$180.83	\$157.24	\$0.00	N/A	\$0.00	\$157.24	\$180.83

CITY of ALLEN - Schedule "A"
Effective 06.01.16 (44.20 disposal)

	2015/2016 Allen Customer Rate	2015/2016 Net Rate to CWD	2016/2017 Disposal Adjustment	2016/2017 Compost Adjustment	2016/2017 CPI Adjustment 0.6%	2016/2017 Net Rate to CWD	2016/2017 Allen Customer Rate
Solid Waste Services							
Rolloff Compactors							
Trip Charge (Dry Run) - weekday	\$117.62	\$102.28	N/A	N/A	\$0.00	\$102.28	\$117.62
Trip Charge (Dry Run) - weekend	\$152.43	\$132.55	N/A	N/A	\$0.00	\$132.55	\$152.43
20 cu. Yd. Per Load - weekday	\$329.21	\$286.27	\$0.00	N/A	\$0.00	\$286.27	\$329.21
20 cu. Yd. Per Load - weekend	\$364.02	\$316.54	\$0.00	N/A	\$0.00	\$316.54	\$364.02
35 cu. Yd. Per Load - weekday	\$460.71	\$400.62	\$0.00	N/A	\$0.00	\$400.62	\$460.71
35 cu. Yd. Per Load - weekend	\$495.52	\$430.89	\$0.00	N/A	\$0.00	\$430.89	\$495.52
42 cu. Yd. Per Load - weekday	\$513.67	\$446.67	\$0.00	N/A	\$0.00	\$446.67	\$513.67
42 cu. Yd. Per Load - weekend	\$548.48	\$476.94	\$0.00	N/A	\$0.00	\$476.94	\$548.48
** Plus \$44.20 Disposal Per Ton if over 12,000 lb.'s							
Open Top Rolloff Containers							
Delivery - weekday	\$117.62	\$102.28	N/A	N/A	\$0.00	\$102.28	\$117.62
Delivery - weekend	\$152.43	\$132.55	N/A	N/A	\$0.00	\$132.55	\$152.43
Trip Charge (Dry Run) - weekday	\$117.62	\$102.28	N/A	N/A	\$0.00	\$102.28	\$117.62
Trip Charge (Dry Run) - weekend	\$152.43	\$132.55	N/A	N/A	\$0.00	\$132.55	\$152.43
Weekly Rental	\$44.83	\$38.98	N/A	N/A	\$0.00	\$38.98	\$44.83
Monthly Rental	\$194.06	\$168.75	N/A	N/A	\$0.00	\$168.75	\$194.06
Haul Charge** (weekday)	\$533.40	\$463.83	\$0.00	N/A	\$0.00	\$463.83	\$533.40
Haul Charge** (weekend)	\$568.22	\$494.10	\$0.00	N/A	\$0.00	\$494.10	\$568.22
** Plus \$44.20 Disposal Per Ton if over 12,000 lb.'s							
Special Collections							
A. Appliances: listed below	\$30.17	\$26.23	N/A	N/A	\$0.00	\$26.23	\$30.17
Freezers and Refrigerators (Freon Removed)							
Stoves, Ovens, Water Heaters, Furnaces							
Garbage Compactors, Ice Makers and Etc.							
B. Furniture: listed below	\$21.74	\$18.90	N/A	N/A	\$0.00	\$18.90	\$21.74
Couch, Bed, Love Seat, Tables, EZ Chairs, Etc.							
Residential Apartment Recycling							
Price Per Apartment Unit	\$0.65	\$0.57	N/A	N/A	\$0.00	\$0.57	\$0.65
Commercial Special Services							
Deodorize containers - per cont.	\$62.97	\$54.76	N/A	N/A	\$0.00	\$54.76	\$62.97
To Unlock Gates - Per Pick-Up	\$8.83	\$7.68	N/A	N/A	\$0.00	\$7.68	\$8.83
Caster - Per Cont. (<4 cu. Yd.)	\$11.32	\$9.84	N/A	N/A	\$0.00	\$9.84	\$11.32
Locks - Per Pick Up	\$8.83	\$7.68	N/A	N/A	\$0.00	\$7.68	\$8.83
Signed Receipts - Per Pick-Up	\$8.83	\$7.68	N/A	N/A	\$0.00	\$7.68	\$8.83
Other Charges							
Returned Checks	\$25.00	\$25.00	N/A	N/A	N/A	\$25.00	\$25.00