



**AGENDA  
CITY OF ALLEN  
CITY COUNCIL REGULAR MEETING  
AUGUST 8, 2017 - 7:00 PM  
COUNCIL CHAMBERS  
ALLEN CITY HALL  
305 CENTURY PARKWAY  
ALLEN, TX 75013**

**Call to Order and Announce a Quorum is Present.**

**Pledge of Allegiance.**

**Public Recognition.**

1. Citizen's Comments.

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

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

- Present a Proclamation to Jed Tamayo Municipal Court Administrator Proclaiming August 22, 2017 as "Teen Court Day."

**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 July 25, 2017, Regular City Council Meeting.
4. Approve Minutes of the August 2, 2017, City Council Joint Workshop Meeting with the Allen Economic Development Corporation.
5. Adopt a Resolution Supporting the Development of a Comprehensive Public Transportation Plan for Collin County.
6. Authorize the City Manager to Execute a Contract with Reynolds Asphalt and Construction Company for the Central Business District (CBD) Street Rehabilitation Project in the Amount of \$147,488.
7. Award Bid and Authorize the City Manager to Execute a Contract with North

Rock Construction, LLC, for Construction of the Beverly Elementary and Olsen Elementary Sidewalk Project in the Amount of \$131,096.

8. Accept Resignations and Declare Vacancies in Place No. 1 on the Parks and Recreation Board and Place No. 4 on the Planning and Zoning Commission.

### **Regular Agenda.**

9. Conduct a Public Hearing and Adopt an Ordinance for Specific Use Permit No. 155 for a Fitness and Health Center Use for an Approximately 4,144± Square Foot Portion of a Building Generally Located South of McDermott Drive and West of Century Parkway, 503 W. McDermott Drive, Suite 100. [Title Boxing Club - Fitness and Health Studio]
10. Conduct a Public Hearing on the Fiscal Year 2017-2018 Budget as Required by Article IV, Section 4.04 of the Allen City Charter.
11. Conduct a Public Hearing Regarding the Fiscal Year 2017-2018 City Tax Rate.
12. Motion to Confirm City Council Appointments to the Council Nominating Committee as Recommended by Mayor Terrell.
13. Election of Mayor Pro Tem.

### **Other Business.**

14. Calendar.
  - August 18-20 - City Council Budget Workshop, Tanglewood Resort and Conference Center
  - August 22 - Second Public Hearing Date Regarding the Fiscal Year 2017-18 City Tax Rate and FY 2017-18 City Budget
15. 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.)

16. Executive Session (as needed)

As Authorized by Section 551.074 of the Texas Government Code, for Personnel Matters:

- Discussion Regarding Election of Mayor Pro Tem

17. 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, August 4, 2017, at 5:00 p.m.

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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.

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| <b>CITY COUNCIL AGENDA COMMUNICATION</b> |
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**AGENDA DATE:**

August 8, 2017

**SUBJECT:**

Approve Minutes of the July 25, 2017, Regular City Council Meeting.

**STAFF RESOURCE:**

Shelley B. George, City Secretary

**ATTACHMENTS:**

Minutes

## **ALLEN CITY COUNCIL**

### **REGULAR MEETING**

**JULY 25, 2017**

#### **Present:**

Stephen Terrell, Mayor

#### **Councilmembers:**

Gary L. Caplinger, Mayor Pro Tem

Kurt Kizer

Carl Clemencich

Joey Herald (absent)

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 (absent)

Pete Smith, City Attorney

#### **Workshop Session**

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With a quorum of the Councilmembers present, the Workshop Session of the Allen City Council was called to order by Mayor Terrell at 6:34 p.m. on Tuesday, July 25, 2017, in the City Council Conference Room of the Allen City Hall, 305 Century Parkway, Allen, Texas.

- 1. Introduction of Jeff Cocking, Planning and Zoning Commission Chairperson**
- 2. Update Regarding the City's Texas Pollutant Discharge Elimination System (TPDES) Program**
- 3. Committee Updates from City Council Liaisons**
- 4. Questions on Current Agenda**

With no further discussion, the Workshop Session of the Allen City Council was adjourned at 7:00 p.m. on Tuesday, July 25, 2017.

#### **Call to Order and Announce a Quorum is Present**

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With a quorum of the Councilmembers present, the Regular Meeting of the Allen City Council was called to order by Mayor Terrell at 7:04 p.m. on Tuesday, July 25, 2017, in the Council Chambers of the Allen City Hall, 305 Century Parkway, Allen, Texas.

**Pledge of Allegiance**

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**Public Recognition**

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**1. Citizen's Comments.**

Neil Fonville, 411 Woodbridge, Allen, Texas, spoke regarding the removal of the protected left turn signal on Bel Air Drive at Alma Drive.

**2. Recognition of the City of Allen Finance Department as Recipient of the Distinguished Budget Presentation Award by the Government Finance Officers Association (GFOA) for the Eighteenth Consecutive Year.**

**3. Presentation of the Planning and Zoning Commission's Annual Report by Jeff Cocking, Chairperson.**

**Consent Agenda**

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**MOTION:** Upon a motion made by Councilmember Clemencich and a second by Councilmember Sedlacek, the Council voted six (6) for and none (0) opposed to adopt all items on the Consent Agenda as follows:

**4. Approve Minutes of the July 11, 2017, Regular City Council Meeting.**

**5. Adopt an Ordinance Changing the Street Name of "Guardian Way" to "Guardians Way."**

**ORDINANCE NO. 3497-7-17:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING AND CORRECTING A SCRIVENER'S ERROR IN ORDINANCE NO. 3488-06-17, PASSED AND APPROVED BY THE CITY COUNCIL ON THE JUNE 27, 2017, CORRECTING THE NAME TO "GUARDIANS WAY" AS SHOWN ON EXHIBIT "A"; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

**6. Adopt a Resolution Denying Oncor Electric Delivery Company's Application to Increase Rates.**

**RESOLUTION NO. 3498-7-17(R):** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S ("ONCOR" OR "COMPANY") APPLICATION TO CHANGE RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

**7. Transmit the Proposed 2017-2018 City Budget and the Proposed 2018-2022 Capital Improvement Program.**

**8. Receive the Summary of Property Tax Collections as of June 2017.**

**9. Receive the Investment Report for the Period Ending June 30, 2017.**

**10. Receive the Financial Report for Period Ending June 30, 2017.**

The motion carried.

**Regular Agenda**

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**11. Conduct a Public Hearing and Adopt an Ordinance to Amend the Development Regulations of District D of Planned Development No. 108 and Adopt a Concept Plan, Screening Plan, Roadway Plan, and Building Elevations Relating to a 33.66± Acre Tract of Land Generally Located Southwest of Exchange Parkway and Watters Road. [Village at Twin Creeks Phase 4 - Single-Family Development]**

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. 3499-7-17:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE ZONING REGULATIONS AND ZONING MAP, AS PREVIOUSLY AMENDED, BY AMENDING THE DEVELOPMENT REGULATIONS OF DISTRICT D OF PLANNED DEVELOPMENT "PD" NO. 108, AND ADOPTING A CONCEPT PLAN, SCREENING PLAN, ROADWAY PLAN, AND BUILDING ELEVATIONS RELATING TO THE USE AND DEVELOPMENT OF A 33.66± ACRE TRACT OF LAND SITUATED IN THE CATHERINE PARSONS SURVEY, ABSTRACT NO. 711; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

**MOTION:** Upon a motion made by Mayor Pro Tem Caplinger and a second by Councilmember Sedlacek, the Council voted six (6) for and none (0) opposed to adopt Ordinance No. 3499-7-17, as previously captioned, to amend the development regulations of District D of Planned Development No. 108 and adopt a Concept Plan, Screening Plan, Roadway Plan, and Building Elevations relating to a 33.66± acre tract of land generally located southwest of Exchange Parkway and Watters Road for the Village at Twin Creeks Phase 4 - Single-Family Development. The motion carried.

**12. Conduct a Public Hearing and Adopt an Ordinance to Amend the Base Zoning of a Portion of Planned Development 54 from Industrial Technology to Community Facilities, and Adopt Development Regulations, a Concept Plan, and Building Elevations for a Tract of Land Generally Located South of Exchange Parkway and West of Junction Drive. [Ground Storage Tanks - Public Service Facility]**

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. 3500-7-17:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE

ZONING REGULATIONS AND ZONING MAP, AS PREVIOUSLY AMENDED, BY AMENDING THE BASE ZONING OF A PORTION OF PLANNED DEVELOPMENT "PD" 54 FROM INDUSTRIAL TECHNOLOGY "IT" TO COMMUNITY FACILITIES "CF" AND ADOPTING DEVELOPMENT REGULATIONS, A CONCEPT PLAN, AND BUILDING ELEVATIONS RELATING TO THE USE AND DEVELOPMENT OF 7.502± ACRES SITUATED IN THE WILLIAM J. JACKSON SURVEY, ABSTRACT NO. 484 AND THE JOHN FIKE SURVEY, ABSTRACT NO. 325; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

**MOTION:** Upon a motion made by Councilmember Sedlacek and a second by Councilmember Brooks, the Council voted six (6) for and none (0) opposed to adopt Ordinance No. 3500-7-17, as previously captioned, to amend the base zoning of a portion of Planned Development 54 from Industrial Technology to Community Facilities, and adopt Development Regulations, a Concept Plan, and Building Elevations for a tract of land generally located south of Exchange Parkway and west of Junction Drive, for North Texas Municipal Water District Ground Storage Tanks. The motion carried.

**13. Conduct a Public Hearing and Adopt an Ordinance Amending the Allen Land Development Code, Updating the City's Land Use Assumptions, Capital Improvements Plan, and Impact Fees.**

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. 3501-7-17:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING ARTICLE XI. IMPACT FEES OF THE ALLEN LAND DEVELOPMENT CODE AS AMENDED BY ORDINANCE 2005-11-01 AND ORDINANCE NO. 2070-6-02, RELATING TO CAPITAL IMPROVEMENTS PLAN, LAND USE ASSUMPTIONS AND IMPACT FEES FOR WATER, WASTEWATER AND ROADWAY FACILITIES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

**MOTION:** Upon a motion made by Councilmember Sedlacek and a second by Councilmember Brooks, the Council voted six (6) for and none (0) opposed to adopt Ordinance No. 3501-7-17, as previously captioned, to amend the Allen Land Development Code, updating the City's Land Use Assumptions, Capital Improvements Plan, and Impact Fees. The motion carried.

Councilmember Kizer commented any impact fees collected will offset some costs that would ultimately have been passed onto our tax payers and will be considered as part of the planning during the budget process.

**14. Conduct a Public Hearing and Adopt a Resolution Approving the 2017-2018 Annual Action Plan for the Community Development Block Grant (CDBG) Program.**

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.

**RESOLUTION NO. 3502-7-17(R):** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE 2017-2018 ANNUAL ACTION PLAN; AUTHORIZING ITS SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD); REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**MOTION:** Upon a motion made by Councilmember Sedlacek and a second by Councilmember Clemencich, the Council voted six (6) for and none (0) opposed to adopt Resolution No. 3502-7-17(R), as previously captioned, to approve the 2017-2018 Annual Action Plan for the CDBG Program. The motion carried.

**15. Set August 8, 2017, as the First Public Hearing Date and August 22, 2017, as the Second Public Hearing Date Regarding the Fiscal Year 2017-2018 City Budget.**

**MOTION:** Upon a motion made by Councilmember Kizer and a second by Councilmember Brooks, the Council voted six (6) for with Mayor Terrell, Mayor Pro Tem Caplinger, Councilmembers Kizer, Clemencich, Sedlacek and Brooks casting votes in favor, and none (0) opposed to set Tuesday, August 8, 2017, at 7:00 P.M. and Tuesday, August 22, 2017, at 7:00 P.M. at Allen City Hall, One Allen Civic Plaza, 305 Century Parkway, Allen, Texas as the dates, time, and place for the first and second Public Hearings on the City's Proposed Fiscal Year 2017-2018 Budget in accordance with Article IV, Section 4.04 of the City Charter. The motion carried.

**16. Set August 8, 2017, as the First Public Hearing Date and August 22, 2017, as the Second Public Hearing Date Regarding the Fiscal Year 2017-2018 City Tax Rate.**

**MOTION:** Upon a motion made by Councilmember Kizer and a second by Councilmember Brooks, the Council voted six (6) for with Mayor Terrell, Mayor Pro Tem Caplinger, Councilmembers Kizer, Clemencich, Sedlacek and Brooks casting votes in favor, and none (0) opposed to set Tuesday, August 8, 2017, at 7:00 P.M., and Tuesday August 22, 2017, at 7:00 P.M. at Allen City Hall, One Allen Civic Plaza, 305 Century Parkway, Allen, Texas as the dates, time, and place for the first and second Public Hearings on the proposed City Tax Rate of 51.5 cents per \$100 of appraised value for the Fiscal Year 2017-2018. The motion carried.

**Other Business**

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**17. Calendar.**

- August 8 - First Public Hearing Date Regarding the Fiscal Year 2017-18 City Tax Rate and FY 2017-18 City Budget

**18. Items of Interest.**

**Executive Session**

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**19. Reconvene and Consider Action on Items Discussed During Executive Session.**

The Executive Session was not held.

**Adjournment**

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**MOTION:** Upon a motion made by Councilmember Brooks and a second by Councilmember Kizer, the Council voted six (6) for and none (0) opposed to adjourn the Regular Meeting of the Allen City Council at 8:51 p.m. on Tuesday, July 25, 2017. The motion carried.

These minutes approved on the 8<sup>th</sup> day of August 2017.

**APPROVED:**

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**Stephen Terrell, MAYOR**

**ATTEST:**

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**Shelley B. George, TRMC, CITY SECRETARY**

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| <b>CITY COUNCIL AGENDA COMMUNICATION</b> |
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**AGENDA DATE:**

August 8, 2017

**SUBJECT:**

Approve Minutes of the August 2, 2017, City Council Joint Workshop Meeting with the Allen Economic Development Corporation.

**STAFF RESOURCE:**

Shelley B. George, City Secretary

**ATTACHMENTS:**

Minutes

**ALLEN CITY COUNCIL  
JOINT WORKSHOP MEETING WITH THE  
ALLEN ECONOMIC DEVELOPMENT CORPORATION  
AUGUST 2, 2017**

**Present:**

**Allen City Council:**

Stephen Terrell, Mayor  
Gary L. Caplinger, Mayor Pro Tem  
Kurt Kizer  
Carl Clemencich  
Joey Herald  
Robin L. Sedlacek  
Baine Brooks

**City of Allen Staff:**

Peter H. Vargas, City Manager  
Shelli Siemer, Assistant City Manager  
Eric Ellwanger, Assistant to the City Manager  
Shelley B. George, City Secretary  
Peter G. Smith, City Attorney  
Lee Battle, Interim Community Development  
Director

**Allen Economic Development Corporation  
(AEDC) Board of Directors:**

Michael Schaeffer, President  
Chris Schulmeister, Vice President  
Jeff Burkhardt, Secretary/Treasurer  
Tim Litinas  
Joey Herald

**AEDC Staff:**

Daniel Bowman, Executive Director  
David Ellis, Assistant Director  
Eileen Gonzales, Marketing Director  
Tracey Cline, BRE Manager  
Andrew Matheny, EDC Analyst  
Melissa Dixon, Office Manager

**Call to Order and Announce a Quorum is Present**

With a quorum of the Members present, the Allen City Council Joint Workshop Meeting with the Allen Economic Development Corporation Board of Directors was called to order by Mayor Terrell, in conjunction with President Schaeffer, at 6:14 p.m. on Wednesday, August 2, 2017, in the Council Conference Room at Allen City Hall, 305 Century Parkway, Allen, Texas.

**1. Update on the AEDC Operations and Activities.**

Mr. Bowman presented an update on the operations and activities of the AEDC.

**2. Discussion of AEDC Incentive Structures.**

A discussion was held on AEDC incentive structures.

**3. Discussion of Economic Development Strategy and Future Land Uses for SH 121.**

A discussion was held on the economic development strategy and future land uses for SH 121.

**Adjournment**

Mayor Terrell adjourned the Allen City Council Joint Workshop Meeting with the Allen Economic Development Corporation Board of Directors at 7:41 p.m. on Wednesday, August 2, 2017.

These minutes approved on the 8<sup>th</sup> day of August 2017.

**APPROVED:**

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**Stephen Terrell, MAYOR**

**ATTEST:**

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**Shelley B. George, TRMC, CITY SECRETARY**

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| <b>CITY COUNCIL AGENDA COMMUNICATION</b> |
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**AGENDA DATE:** August 8, 2017

**SUBJECT:** Adopt a Resolution Supporting the Development of a Comprehensive Public Transportation Plan for Collin County.

**STAFF RESOURCE:** Eric Ellwanger, Assistant City Manager

**PREVIOUS COUNCIL ACTION:** On June 13, 2017, the City Council adopted a Resolution supporting the Collin County Strategic Roadway Action Plan.

**ACTION PROPOSED:** Adopt a Resolution Supporting the Development of a Comprehensive Public Transportation Plan for Collin County.

**BACKGROUND**

Collin County Commissioner Duncan Webb recently sent a letter to Mayor Terrell requesting that the Allen City Council consider adopting a Resolution that recognizes and supports the need to develop a comprehensive public transportation plan for Collin County.

On June 13, 2017, City Council adopted a Resolution expressing support for the Collin County Strategic Roadway Action Plan which emphasized the need for regional roadway planning as Collin County continues to grow. The Resolution before you tonight recognizes that as Collin County continues to grow, roadway planning alone will not solve traffic congestion and mobility concerns. This Resolution supports participation with other cities in the County, the Metropolitan Planning Organization, the Texas Department of Transportation, local transit agencies, and the private sector in strategic and comprehensive planning for public transportation which will complement the roadway planning efforts.

Ultimately, with the support of the Commissioners Court and the cities in Collin County, the North Central Texas Council of Governments will assist with funding and coordinating this planning project.

**STAFF RECOMMENDATION**

Staff recommends adopting a Resolution supporting the development of a comprehensive public transportation plan for Collin County.

**MOTION**

*I make a motion to adopt a Resolution supporting the development of a comprehensive public transportation plan for Collin County.*

**ATTACHMENTS:**

Resolution

Commissioner Webb Letter

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, PROPOSING THE DEVELOPMENT OF A COMPREHENSIVE PUBLIC TRANSPORTATION PLAN FOR COLLIN COUNTY; AND PROVIDING AN EFFECTIVE DATE.**

- WHEREAS,** the rapid population growth in Collin County presents current and future concerns about traffic congestion and overall mobility in North Central Texas; and,
- WHEREAS,** all forms of transportation will be needed to prevent or relieve traffic congestion in the most densely populated areas of the County; and,
- WHEREAS,** employers in the Collin County area have significant difficulty hiring an adequate work force due partially to the lack of reasonably priced transportation to places of employment; and,
- WHEREAS,** collaboration amongst local governments is the only way to plan, fund and implement a truly effective transportation system for Collin County and the metroplex; and,
- WHEREAS,** collaboration is also critical with the Metropolitan Planning Organization, the Texas Department of Transportation, local transit agencies and the private sector for the success of a comprehensive transportation system; and,
- WHEREAS,** multi-jurisdictional planning has not taken place in Collin County to determine the role of public transportation in the future movement of people within the County.

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

**SECTION 1.** The Council recognizes and supports the need to develop a strategic plan for public transportation that complements the plans for single and high occupancy vehicular transportation and other forms of transportation.

**SECTION 2.** The Council recognizes that such strategic planning for public transportation must include transportation within cities and across city limit lines and local transit agency boundaries.

**SECTION 3.** The Council supports participation with other cities in the County, the Metropolitan Planning Organization, the Texas Department of Transportation, local transit agencies and the private sector to implement such strategic planning for public transportation.

**SECTION 4.** The Council will collaborate and assist the other participating cities in seeking the funding necessary to develop such a strategic public transportation plan for Collin County.

**SECTION 5.** The Council supports seeking funding from the Metropolitan Transportation Organization, the Texas Department of Transportation, the Federal Transit Administration and private companies to pay the cost of the development of a strategic public transportation plan.

**SECTION 6.** The Council supports seeking Collin County's participation, leadership and support of the development of a strategic public transportation plan.

**SECTION 7.** This Resolution shall take effect immediately from and after its passage and it is so duly resolved.



**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 8<sup>TH</sup> DAY OF AUGUST 2017.**

**APPROVED:**

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**Stephen Terrell, MAYOR**

**ATTEST:**

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**Shelley B. George, TRMC, CITY SECRETARY**



**COLLIN  
COUNTY**

Commissioners Court  
Jack Hatchell Administrative Building  
2300 Bloomdale  
Suite 4192  
McKinney, Tx 75071

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July 24, 2017

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

RE: Comprehensive Public Transportation Plan for Collin County

  
Dear Mayor Terrell:

As we have discussed Collin County is projected to have between 2.5 to 3.5 million residents in 35-40 years. We are in the process of developing a strategic transportation plan focusing upon our limited access roadway needs to handle such dramatic growth. It would make sense to analyze and develop a strategic public transportation plan at the same time. I have been in discussions with Michael Morris regarding this idea and where we might get the necessary funding for such an endeavor. Mr. Morris thinks that he can attain the resources necessary to fund such a project.

I have attached for your review and consideration a proposed resolution recognizing and supporting the development of a comprehensive public transportation plan for Collin County. I would ask that if you find the proposed resolution acceptable that you present it to your Council for consideration and approval, and forward it to the Mayors of Plano, Frisco, McKinney, Richardson and Wylie for their consideration and approval.

If I can get the support of the cities of Allen, Plano, Frisco, McKinney, Richardson and Wylie, I will forward the resolution to Michael Morris and request NCTCOG's assistance in funding and coordinating such project.

The Honorable Stephen Terrell  
July 24, 2017  
Page 2

If you have any questions, comments or concerns, please feel free to contact me.

Thank you for your consideration.



Duncan Webb  
Collin County Commissioner, Pct. 4

cc: Clarence Daugherty  
Bill Bilyeu

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| <b>CITY COUNCIL AGENDA COMMUNICATION</b> |
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**AGENDA DATE:**

August 8, 2017

**SUBJECT:**

Authorize the City Manager to Execute a Contract with Reynolds Asphalt and Construction Company for the Central Business District (CBD) Street Rehabilitation Project in the Amount of \$147,488.

**STAFF RESOURCE:**

Chris Flanigan, Director of Engineering

**ACTION PROPOSED:**

Authorize the City Manager to Execute a Contract with Reynolds Asphalt and Construction Company for the Central Business District (CBD) Street Rehabilitation Project in the Amount of \$147,488.

**BACKGROUND**

The systematic repair and replacement of aging, cracked, and failing pavement is part of our ongoing maintenance program. This project scope includes rehabilitation of the asphalt streets on Anna Drive (Coats Drive to Bonham Drive), Coats Drive (N. Central Expressway to Allen Drive), and Daisy Drive (Bonham Drive to Anna Drive) located in the Central Business District (CBD).

The City Manager has executed an Interlocal Agreement with the City of Grand Prairie allowing the City of Allen to utilize contracted pricing as bid and awarded by Grand Prairie. This agreement allows the City of Allen to utilize Reynolds Asphalt and Construction Company as a contractor to make street repairs. On March 16, 2017, a proposal was received for this project from Reynolds Asphalt and Construction Company to provide the services.

The contractor is prepared begin work quickly after the contract is awarded and should be completed within 35 days after the start date.

**BUDGETARY IMPACT**

This contract will be funded by 2017 General Obligation Bonds.

**STAFF RECOMMENDATION**

Staff recommends the City Council authorize the City Manager to Execute a Contract with Reynolds Asphalt and Construction Company for the Central Business District (CBD) Street Rehabilitation Project in the Amount of \$147,488.

**MOTION**

***I make a motion to authorize the City Manager to execute Contract with Reynolds Asphalt and Construction Company for the Central Business District (CBD) Street Rehabilitation Project in the Amount of \$147,488.***

**ATTACHMENTS:**

Location Map

Agreement for Construction Services

## LOCATION MAP

Central Business District (CBD)  
Street Rehabilitation  
(August 8, 2017)



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

This agreement ("Agreement") is made by and between the City of Allen, Texas ("City") and Reynolds Asphalt and Construction Company. ("Contractor") acting by and through their authorized representatives.

**Recitals:**

**WHEREAS**, the City Council has duly passed and approved a Resolution of the City of Grand Prairie, Texas approving the terms and conditions of an Interlocal Agreement by and between the City of Allen, Texas, and the City of Grand Prairie, Texas, providing for a Cooperative Purchasing Program for goods and services as executed on December 3, 2014, copy of which is attached hereto and incorporated herein as Exhibit "A" ("Scope of Services"); and

**WHEREAS**, Contractor entered a bid in response to the City of Grand Prairie's Bid No. 16112 and was awarded a contract for Asphalt Rehabilitation Services; and

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

**WHEREAS**, Contractor desires to render services to provide all labor, materials, equipment and supplies necessary to perform construction services required for the asphalt rehabilitation of N. Anna Drive between W. Coats Drive and N. Bonham Drive, W. Coats Drive between N. Central Expressway and N. Allen Drive, and Daisy Drive between N. Bonham Drive and N. Anna Drive, located in Allen, Texas, in accordance with the terms and conditions set forth in this Agreement (the "Services");

**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 with the execution of this Agreement (the "Effective Date"), and continue until completed or terminated as provided herein, but in no event will completion extend beyond thirty-five (35) days from notice to proceed.



## **Article II**

### **Contract Documents**

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

- A. This Agreement;
- B. City of Grand Prairie Pavement Resurfacing Service Bid #16112 (“Specifications”)
- C. Contractor’s Proposal (“Response”)
- D. Contractor’s Certificate of Insurance.

## **Article III**

### **Scope of Services**

The City shall provide, and the Contractor shall obtain (at no cost to the Contractor) all permits required for the Services, including inspections necessary for the good and faithful performance of all labor, equipment, and materials, to perform construction services required for the asphalt rehabilitation of N. Anna Drive between W. Coats Drive and N. Bonham Drive, W. Coats Drive between N. Central Expressway and N. Allen Drive, and Daisy Drive between N. Bonham Drive and N. Anna Drive as outlined in the Proposal, as well as Contractor’s Response to Grand Prairie’s Bid #16112 (“Specifications”) , attached hereto in “Exhibit A” and made a part of this Agreement for all purposes.

## **Article IV**

### **Schedule of Work**

Contractor agrees to commence Services upon formal Notice to Proceed, and to complete the required Services, at the times and locations provided by the City.

## **Article V**

### **Compensation and Method of Payment**

5.1 City shall compensate Contractor through industry standard invoicing at project completion, and upon City acceptance of same.

The total compensation to Contractor shall be One Hundred Forty-Seven Thousand Four Hundred and Eighty-seven and 20/100’s Dollars (\$147,487.20), during the Term of this Agreement.

5.2 The payment terms shall be net 30 days after the date the City is delivered a written invoice for Services completed. All invoices shall be e-mailed to [accountspayable@cityoffallen.org](mailto:accountspayable@cityoffallen.org) and reference a purchase order number which the City will provide.



## **Article VI Notice to Proceed**

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

## **Article VII Suspension of Work**

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

## **Article VIII Devotion of Time; Personnel; and Equipment**

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

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

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

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

## **Article IX Availability of Funds**

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

## **Article X Termination**

This Agreement may be terminated by:

- (a) by mutual written agreement of the parties;
- (b) immediately by City, if Contractor defaults or breaches any of the terms or conditions of this Agreement;
- (c) by either party, upon thirty (30) days prior to written notice by the terminating party. Should Contractor be the terminating party, Contractor shall state the reason(s) for termination;
- (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 Contractor shall during the term hereof maintain in full force and effect insurance which complies with the Specifications and contains, at a minimum: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Contractor’s performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker’s Compensation Insurance covering all of Contractor’s employees involved in the provision of services under this Agreement.

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

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

## **Article XII Miscellaneous**

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

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

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

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

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

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

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

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

If intended for City:

City of Allen, Texas.  
Attn: City Manager  
Allen Civic Plaza  
305 Century Parkway  
Allen, Texas 75013  
Facsimile: 214-509-4590

with copy to:

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

If intended for Contractor:

Reynolds Asphalt and Construction  
Company  
Attn: Ned Tankersley  
P.O. Box 370  
Euless, Texas 76039  
Facsimile: 817-267-7022

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

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

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

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

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

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

12.14 Warranty. Contractor warrants and represents that the materials furnished under this Agreement will conform to all requirements herein. Contractor shall not limit or exclude any implied warranties and any attempt to do so shall render this Agreement void at the option of the City.

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

12.17 Protection of Utilities. The Contractor shall use best efforts to leave undisturbed and uninterrupted all irrigation systems, utilities, and utility services provided to the job site or which presently exist at, above, or beneath the location where the work is to be performed. In the event that any irrigation system, utility, or utility service is disturbed or damaged during the progress of the work, the Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense. The Contractor is responsible for an inspection of the site prior to commencing work on site to ensure that no damage is existing or will not occur when maintenance begins. If damage is noted or if probable damage will occur then it is the Contractor's responsibility to notify the City of Allen representative so that the City of Allen can take action to correct and document the problem(s). The Contractor 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 \_\_\_\_\_, 2017.

**CITY OF ALLEN**

BY: \_\_\_\_\_  
Peter H. Vargas, City Manager

Allen Civic Plaza  
305 Century Parkway  
Allen, Texas 75013

ATTEST:

BY: \_\_\_\_\_  
Shelley B. George, City Secretary

EXECUTED this 26<sup>th</sup> day of July, 2017.

**REYNOLDS ASPHALT AND CONSTRUCTION COMPANY**

BY: Ned Tankersley  
Ned Tankersley, Vice President

P.O. Box 370  
Euless, Texas 76039  
8713 Airport Freeway  
Suite 100  
North Richland Hills, Texas 76180

**EXHIBIT A**  
**SCOPE OF SERVICES**

1. Interlocal Cooperation Agreement between the City of Allen and the City of Grand Prairie
2. City of Grand Prairie Pavement Resurfacing Service Bid #16112 ("Specifications")
3. Contractor's Proposal ("Response")
4. Contractor's Certificate of Insurance.

STATE OF TEXAS

§

COUNTY OF COLLIN

§

§

## **INTERLOCAL COOPERATION AGREEMENT**

This Interlocal Cooperation Agreement ("Agreement") is by and between the City of Allen, Texas ("Allen"), and the City of Grand Prairie, Texas, acting by and through their authorized officers.

### **RECITALS:**

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

**WHEREAS**, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

**WHEREAS**, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

**WHEREAS**, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

**WHEREAS**, the parties desire to enter into a cooperative purchasing program which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE;

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

### **ARTICLE I PURPOSE**

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.



## **ARTICLE II TERM**

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

## **ARTICLE III TERMINATION**

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

## **ARTICLE IV PURCHASING**

The City Manager or designee for each of party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments to the other party or directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

## **ARTICLE V MISCELLANEOUS**

5.1 **Relationship of Parties:** This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 **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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.5 **Governing Law:** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas.

5.6 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.7 **Recitals:** The recitals to this Agreement are incorporated herein.

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

EXECUTED this 27<sup>th</sup> day of October, 2014.

CITY OF ALLEN, TEXAS

By: 

PETER H. VARGAS, CITY MANAGER

One Allen Civic Plaza  
305 Century Parkway  
Allen, TX 75013

ATTEST:

By: 

SHELLEY GEORGE TRMC, CMC, CITY SECRETARY

EXECUTED this 3<sup>rd</sup> day of December, 2014.

CITY OF GRAND PRAIRIE, TEXAS

By: 

SIGNATURE

  
Title

ATTEST:

By: 

CITY SECRETARY

  
CITY ATTORNEY

**ID****6482**

**Department:**  
Purchasing for Streets

**Vendor Name:**  
Reynolds Asphalt & Construction Co.

**Project Name:**  
16112 Pavement Resurfacing Services - Reynolds Asphalt - Initial contract

**Work Order Number(s):**

**Account Number:**  
251210-63030

**Contract Amount:**  
\$3,523,900.00

**Implementation Date:**  
8/17/2016

**Termination Date:**  
8/16/2017

**City Council Appr. Date:**  
8/16/2016

**Insurer A Name:**  
Valley Forge Ins Co

**Insurer A Expiration:**  
5/8/2017

**Insurer B Name:**  
Am Cas Co of Reading PA

**Insurer B Expiration:**  
5/8/2017

**Insurer C Name:**  
Great American Ins

**Insurer C Expiration:**  
5/8/2017

**Insurer D Name:**  
National Fire Ins Co of Hartford

**Insurer D Expiration:**  
5/8/2017

**Insurer E Name:**

**Insurer E Expiration:**

**Return Executed Copy To:**  
purchasing Interoffice mail

**Department Manager Signature:**

*Kathleen C. Mercer*

**City Attorney Signature:**

*[Signature]*

**City Manager/Deputy City Manager Signature:**

*[Signature]*

**City Secretary Signature:**

*for [Signature]*

*[Signature]*  
**Date:**

*September 7, 2016*

**Date:**

*9/12*

**Date:**

*9-13-2016*

**Date:**

*9/14/16*

## **Solicitation 16112**

### **PAVEMENT RESURFACING SERVICES**

**Bid Designation: Public**



**City of Grand Prairie**

**Bid 16112**  
**PAVEMENT RESURFACING SERVICES**

**Bid Number** 16112  
**Bid Title** PAVEMENT RESURFACING SERVICES

**Bid Start Date** Jul 8, 2016 10:30:33 AM CDT  
**Bid End Date** Jul 22, 2016 2:00:00 PM CDT  
**Question & Answer End Date** Jul 18, 2016 4:30:00 PM CDT

**Bid Contact** Angi Mize  
Buyer  
Purchasing  
972-237-8262  
amize@gptx.org

**Contract Duration** 1 year  
**Contract Renewal** 4 annual renewals  
**Prices Good for** 120 days

**Bid Comments** It is the intent of this specification to obtain an annual price agreement for the purchase of pavement resurfacing services for the City of Grand Prairie Street Maintenance Division. These services shall include but not limited to cleaning, preparing surface, placing tack coat and overlaying with HMAC of city streets. All construction shall be in accordance with this specification and standards published by North Central Texas Council of Governments (NCTCOG). This contract will begin on or after August 17, 2016.

Information, questions or clarification concerning the intent of this RFB should be in writing and addressed to Angi Mize, Sr. Buyer at amize@gptx.org / 972-237-8262

Registration for BidSync is free for notification of bids, addendums, and other information. If your company wants the convenience to download the bid documents from BidSync's website or to bid on-line through BidSync, BidSync offers these services, for bids posted by the City of Grand Prairie, for an annual fee of \$60.00. This is not a fee charged by the City, nor does the City receive any part of this fee. If your company registers under the complimentary registration and opts out of the additional paid services from BidSync, you may email a request to the responsible Buyer for a copy of the bid documents and submit a hard copy bid directly to the Purchasing office.

**Item Response Form**

**Item** 16112-01-01 - ENTER PRICING ON ATTACHMENT A, BID SHEET

**Quantity** 1 each

Prices are not requested for this item.

**Delivery Location** City of Grand Prairie  
No Location Specified

Qty 1

**Description**  
ENTER PRICING ON ATTACHMENT A, BID SHEET

## Specification



**REQUEST FOR BID**  
**RFB #16112**  
**PAVEMENT RESURFACING SERVICES**

**1. PROJECT SCOPE**

It is the intent of this specification to obtain an annual price agreement for the purchase of pavement resurfacing services for the City of Grand Prairie Street Maintenance Division. These services shall include but not limited to cleaning, preparing surface, placing tack coat and overlaying with HMAC of city streets. All construction shall be in accordance with this specification and standards published by North Central Texas Council of Governments (NCTCOG). This contract will begin on or after August 17, 2016.

**2. HOT MIX ASPHALT CONCRETE PAVEMENT – (HMAC) 64-22**

- 2.1. Material and placement must meet specifications in accordance with the latest TXDOT Standard Specifications for Construction of Highways (<http://www.dot.state.tx.us/business/specifications.htm>) , except that the asphalt content of asphaltic concrete mixtures shall be not less than four percent (4%) and not greater than eight percent (8%). Product must be non-toxic to fish and other aquatic life
- 2.2. The mileage haul from plant shall be determined along the nearest and shortest route from the plant to the job site.
- 2.3. Materials laid and finished by the bidder shall be compacted to not less than 96% compaction tested by laboratory based on the Texas Test Method 227F.
- 2.4. MSDS sheets must be provided with products where applicable.

**3. OVERLAYING OF EXISTING STREETS**

- 3.1 The street surface of the existing pavement shall be cleared of grass, weeds, and swept prior to placing of the overlay.
- 3.2 SS1 (emulsion) shall be placed and used prior to placing HMAC overlay and shall cover entire area as per NCTCOG public works standards (<http://www.nctcog.org/envir/SEEDevEx/pubworks/standards.asp>). Contractor shall supply all necessary materials and equipment to tack sub-grade prior to placing HMAC Type "D" surface course as outlined in the specification.
- 3.3 Driveways will be resurfaced back to the property line, with clean joint at tie in.

**Specification****4. TRAFFIC CONTROL**

**4.1** The contractor shall provide construction and maintenance signs, construction lights, barricades, channelizing devices and flagmen as required to provide for the safety of the traveling public. These items shall be in accordance with the recommended practices of the latest version of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways (M.U.T.C.D.) (<http://www.txdot.gov/government/enforcement/signage/tmutcd.html>) .

**4.2** Traffic control will be broken into the following two categories:

**4.2.1** Residential: The contractor will be required to provide all traffic control on residential streets as part of the unit cost.

**4.2.2** Thoroughfare: Traffic control on thoroughfares will be paid for as a separate unit cost as provided in the contract. Thoroughfare street work cannot begin prior to 8:45 am and must be clear by 4:30 pm unless prior written approval is given by city.

**4.3** Construction signs shall not be removed from the project until approved by the city.

**4.4** No street shall be closed except upon written authority from the city.

**4.5** At the end of each day, the contractor shall prepare the work to the satisfaction of the city to ensure safe driving at night; and shall place temporary pavement markings and maintain it until the city has approved the final inspection.

**4.6** Contractor shall submit a traffic control plan for approval four (4) days prior to starting work at any location. All barricades, detour signs for total closure of the street, and all maintenance of signs and removals upon completion of project shall be in accordance with Texas M.U.T.C.D.

**4.7** All street work and closures will require a four (4) day notice to city so it may be publicized in the local paper as necessary.

**4.8** Contractor shall provide all temporary pavement marking as needed and placed before removal of barricades for the safety of public until permanent markings are installed by owner.

**5. UTILITIES**

**5.1** The contractor shall retain full responsibility for adjusting any and all public utilities and protecting same against damage during the life of the project.

**5.2** The contractor is responsible for arranging all locates within rights-of-ways.

**Specification**

- 5.3 Contractor shall adjust to final grade all existing valves and utilities. The manhole and valve adjustments shall be paid for as per bid pay items. Contractor shall be responsible for providing all manhole rings, valves, lids, etc., for the adjustment/placement to finished grade of street. They shall meet the City Standard Details for design.

**6. WATER FOR CONSTRUCTION**

- 6.1 The contractor shall pay for water for the project. The contractor will be required to make application and deposit for a construction meter with the City of Grand Prairie Water Utility Customer Services Division.

**7. START OF CONSTRUCTION**

- 7.1 The successful bidder agrees that projects will begin within seven (7) days of written notice and assurance of work order from the City.
- 7.2 The contractor shall pick up two portable (2) signs from city Street Department and place at each end of their project to inform citizens that this is a Sales Tax Project. Signs shall be returned to the Street Department at the completion project. Signs shall not be removed until contractor has permission by the City.

**8. MATERIAL TICKETS**

The contractor shall provide the city with copies of all material tickets and certified weight tickets incorporated in the job on a daily basis. This requirement must be met to ensure quality control and quality assurance and proper payment to contractor. Any failure to provide tickets by the end of the day will result in the stoppage of the next day's planned activities and/or non-payment of work until tickets are provided.

**9. PRIVATE PROPERTY CONCERNS**

- 9.1 It shall be the contractor's responsibility to relocate any mailboxes and vehicles as may be necessary during the various stages of the projects.
- 9.2 It shall be the contractor's responsibility to cooperate with the property owners on all construction work to be performed.
- 9.3 Contractor shall not use property owner's water or place temporarily sanitation facilities on private property.
- 9.4 Proper sanitation requirements for contractor's employees shall be provided by contractor at no cost to the city or private property owners.
- 9.5 All private agreements between the contractor and property owners are not binding on the city of Grand Prairie.



**Specification**

- 9.6 Door hangers will be provided by the city for the contractor to distribute to the property owners. All door hangers must be handed out a minimum of 72 hours prior to construction beginning, at the contractors expense and as requested by city.

**10. BACKFILL AND CLEANUP**

- 10.1 After the new asphalt is in place, compacted, temporarily striped (tabs or tape), cleaned up and approved by owner, then street can be opened to traffic.
- 10.2 All areas disturbed by the contractor will be returned to their original condition to include grass, sprinkler systems, etc.
- 10.3 Contractor shall complete all backfilling and clean up within ten (10) business days of completing the placement of 2" HMA.
- 10.4 All excavated earth in excess of that required for back filling shall be removed from the job site and disposed of, at contractor's expense, in a satisfactory manner except in locations where, in the judgment of the City and property owner, it can be neatly spread over the adjacent area.

**11. UNSATISFACTORY WORK**

The city shall not pay for work that is deemed not meeting minimum specifications. The contractor will be given a reasonable opportunity to correct the deficiency. Failure of the contractor to correct the deficiency will be ground for non-compliance and termination of the contract and/or nonpayment.

**12. FINAL INSPECTION**

Whenever the work provided for, and contemplated under, the contract has been satisfactorily completed and the final clean up performed, the representative authorized to accept same will make the "Final Inspection". Such inspection will be made within ten (10) days after written notification. After final inspection, if the work is found to be satisfactory, the contractor will be notified in writing of the acceptance. No time charge will be made against the contractor between said date of notification of the representative in charge and the date of final inspection of the work.

**13. WORK ZONE MAINTENANCE**

It shall be the sole responsibility of the contractor to maintain the work zones during all phases of construction. This will include any repair or maintenance work needed due to delays from weather, scheduling, etc.

## Specification

**14. WORKING HOURS**

14.1 No street, lane, or alley closures will be allowed on weekends or holidays (listed below) and working times are 7:00 am to 5:00 pm (except on major thoroughfares) Monday through Friday; except as herein written in specifications.

## 14.2 Holidays

- 14.2.1 New Year's Day – January 1
- 14.2.2 Martin Luther King's Birthday – January 15
- 14.2.3 Memorial Day – Last Monday in May
- 14.2.4 Independence Day – July 4
- 14.2.5 Labor Day – First Monday in September
- 14.2.6 Thanksgiving – Fourth Thursday and Friday in November
- 14.2.7 Christmas – December 24<sup>th</sup> & 25<sup>th</sup>

**15. WARRANTY**

All work performed under this contract for the City of Grand Prairie shall be warranted for a period of two years. If within two years, after acceptance of work, any of the work is found to be defective or not in accordance with the contract, the contractor shall correct it promptly after receipt of written notice from the owner.

**16. PROCUREMENT SCHEDULE**

The projected schedule for this procurement is as follows:

| Activity                     | Target Dates                    |
|------------------------------|---------------------------------|
| Release Bid                  | Friday, July 8, 2016            |
| Deadline for Questions       | Monday, July 18, 2016           |
| Responses to Questions       | Tuesday, July 19, 2016          |
| Deadline for Receipt of Bids | Friday, July 22, 2016 2:00 p.m. |
| Council Date                 | Tuesday, August 16, 2016        |

**17. CONTACT**

Information, questions or clarification concerning the intent of this RFB should be in writing and addressed to Angi Mize, Sr. Buyer at [amize@gptx.org](mailto:amize@gptx.org) / 972-237-8262 no later than **July 18, 2016, at 4:30 pm (CST)**. City of Grand Prairie's response to questions and requests for clarification will be posted to BidSync ([www.bidsync.com](http://www.bidsync.com)) by **July 19, 2016 at 4:30 pm (CST)**.

**18. EVALUATION CRITERIA**

The following evaluation criteria will be utilized in the selection of a vendor:

|   |             |
|---|-------------|
| Price   | 40%         |
| Reputation  | 30%         |
| Experience  | 20%         |
| Past Relationship with the City and/or other Municipalities | 10%         |
| <b>TOTAL</b>  | <b>100%</b> |

## Specification

**19. BID SUBMITTAL – ITEMS TO BE SUBMITTED**

Interested vendor **MUST** submit at least one hard copy in a sealed envelope or electronic copy (flash drive, CD, or through BidSync) of the following items for consideration. The submission should be in the order stated below:

- a. Bid sheet (Attachment A)
- b. Questionnaire & References (Attachment B)
- c. Conflict of Interest Questionnaire (Attachment C)
- d. Submittal Affirmation Form (Attachment D)
- e. OR Statement of No Response (Attachment G)

Vendor must submit at least one hard copy and one electronic (flash drive or CD) copy or via [www.bidsync.com](http://www.bidsync.com) for an annual fee of \$60. Bids must be submitted as requested above no later than the response deadline of July 22, 2016 by 2:00 p.m. to:

Angi Mize, Sr. Buyer  
Purchasing Division  
326 W. Main Street  
Grand Prairie, Texas 75050

**Late responses will be unopened and not accepted for consideration. The City of Grand Prairie is not responsible for lateness or failure of timely delivery via mail (whether delays are internal/external), carrier, etc. Please ensure you allow time to provide your response timely so that you may be properly considered. EMAIL BIDS WILL NOT BE ACCEPTED.**

The City reserves the right to reject any or all responses, to waive formalities, award a separate contract to separate vendors for each item/group, or to award one contract for the entire bid.

**Specification****20. AGREEMENT TERMS AND AWARD**

The term of the agreement will be for an initial one-year agreement with the option to renew for up to four (4) additional one-year periods. The price agreement shall be awarded to the vendor(s) submitting the bid(s) deemed to be in the best interest of the City. The City may award one Primary and one Secondary vendor by portions or for the entire bid. The City of Grand Prairie may award to a single vendor, multiple vendors, or use any combination that serves the best interest of the City. Successful bidder will enter into a contract with the City for an annual agreement in accordance with the terms and conditions found within.

**21. BONDS**

**22.1** Each Contractor shall have in effect a Payment Bond and Performance Bond to cover the costs of all of the projects in which they are currently performing services. At a minimum, each Contractor shall have a Payment Bond and Performance Bond in the amount of \$500,000.00. IF the total cost of all of the public works in progress exceeds such amount of the Bonds, then the Contractor will be required to get additional Bonds so that all costs of all of the projects currently in progress will be covered. The Bonds will be worded such that they cover all of the public works that are covered by specific terms of this price agreement, whether each street or project is separately designed on such bond. The Streets Division of the City of Grand Prairie shall work with the Contractor to calculate the costs of all of the projects in progress at any time. If the total amount of costs for the work in progress is greater than the amounts of Performance and Payment Bonds in effect, the Contractor shall either increase amount of bonds or reduce the amount of work in progress at any time.

**22.2** The Maintenance Bond will be in the cumulative amount of payments made to each individual Contractor, or there will be a separate Maintenance Bond for each public work, at the option of each Contractor, but such bond shall remain in effect for two years from the date of acceptance of each project.

**23 CONTRACT AWARD**

Vendor selected for contract will be required to return an executed contract to the City, a certificate of insurance naming the City as an additional insured, and a notarized copy of Form 1295 Certificate of interested parties within 10 days of the notice of award.

## Request for Bid Questionnaire

All questions should be answered clearly and completely. Marketing materials **WILL NOT** be accepted in lieu of this questionnaire. This questionnaire will assist the City in understanding your proposal and will be used in the evaluation process and therefore it is critical that the questionnaire be completed and submitted with your proposal.

### General Information & References:

|  |                                     |
|--|-------------------------------------|
| RESPONDENT NAME AND TITLE:   | Ned Tankersley - Vice President     |
| COMPANY:   | Reynolds Asphalt & Construction Co. |
| ADDRESS, CITY, STATE ZIP:  | P.O. Box 370 El Paso, TX 76039      |
| TELEPHONE NUMBER:  | 817-267-3131                        |
| E-MAIL:  | ntankersley@reynoldasphalt.com      |
| FEDERAL TAX ID:  | 75-1792271                          |
| Provide 3 References, <u>please include contact name, agency name, title, phone number and email</u> of those you have provided similar services in the past three years |                                     |
| Reference 1:   |                                     |
| Name & Title -   | Bill Beteman - St. Supt.            |
| Agency Name -  | City of Arlington                   |
| Phone -  | 817-459-5435                        |
| Email -  | bbeteman@arlingtontx.gov            |
| Reference 2:   |                                     |
| Name & Title -   | Mike Adams - Dir of Eng             |
| Agency Name -  | City of Midlothian                  |
| Phone -  | 972-919-2597                        |
| Email -  | mike.adams@midlothian-tx.us         |
| Reference 3:   |                                     |
| Name & Title -   | Corey Lawson - Constr. Supt         |
| Agency Name -  | City of DeSoto                      |
| Phone -  | 214-537-6998                        |
| Email -  | clawson@desototx.gov                |

| BID SHEET<br>RFB# 16112<br>PAVEMENT RESURFACING SERVICES |  |      | Vendor Name<br>Contact<br>Email<br>Phone<br>City/State |            | Reynolds Asphalt<br>Ned Tankersley<br>ntankersley@reynoldsasphalt.com<br>817-267-3131<br>North Richland Hills, TX |  |
|--|--|------|--|------------|---|--|
| Item#  | Line Item Description  | UOM  | Est Quantity   | Unit Price | Est Cost  |  |
| 1  | HMAC Type D Delivered more than 1500 tons  | Tons | 7900   | 74.50      | \$588,550.00  |  |
| 2  | HMAC Type D Delivered 500 to 1499 tons   | Tons | 4700   | 80.00      | \$376,000.00  |  |
| 3  | HMAC Type D Delivered less than 499 tons   | Tons | 1200   | 92.00      | \$110,400.00  |  |
| 4  | HMAC Type C Delivered more than 1500 tons  | Tons | 5400   | 74.00      | \$399,600.00  |  |
| 5  | HMAC Type C Delivered 500 to 1499 tons   | Tons | 3000   | 78.30      | \$234,900.00  |  |
| 6  | HMAC Type C Delivered less than 499 tons   | Tons | 1200   | 92.00      | \$110,400.00  |  |
| 7  | HMAC Type B Delivered more than 1500 tons  | Tons | 5400   | 73.50      | \$396,900.00  |  |
| 8  | HMAC Type B Delivered 500 to 1499 tons   | Tons | 3000   | 77.00      | \$231,000.00  |  |
| 9  | HMAC Type B Delivered less than 499 tons   | Tons | 1200   | 91.00      | \$109,200.00  |  |
| 10   | Additional Mileage Charge - Hauled beyond the first 10 miles from bidders plant for Items # 1-9 Per Ton Per Mile | Tons | 5500   | .60        | \$3,300.00  |  |
| 11   | Move In Charge   | Each | 30   | 1200.00    | \$36,000.00   |  |
| 12   | Thorough Fare Traffic Control  | Each | 30   | 2400.00    | \$72,000.00   |  |
| 13   | Manhole Ring Riser   | Each | 200  | 250.00     | \$50,000.00   |  |
| 14   | Valve Ring Riser   | Each | 200  | 150.00     | \$30,000.00   |  |
| 15   | Base Repair - Flex Base  | Tons | 500  | 67.00      | \$33,500.00   |  |
| 16   | Flex Base Furnish and Install  | Tons | 3000   | 32.20      | \$96,600.00   |  |
| 17   | Recycling 8" Deep More Than 3000+ sy   | SY   | 13500  | 7.90       | \$106,650.00  |  |
| 18   | Recycling 8" Deep 1400 to 2999 sy  | SY   | 9000   | 9.00       | \$81,000.00   |  |
| 19   | Recycling 8" Deep less than 1399 sy  | SY   | 4200   | 16.50      | \$69,300.00   |  |
| 20   | Hauling Excessive Material More Than 101 cy  | CY   | 6000   | 18.70      | \$112,200.00  |  |

|                 |  |    |       |       |                 |
|-----------------|--|----|-------|-------|-----------------|
| 21              | Hauling Excessive Material 51 to 100 cy  | CY | 1500  | 21.00 | \$ 31,500.00    |
| 22              | Hauling Excessive Material 50 or Less cy | CY | 200   | 30.00 | \$ 6,000.00     |
| 23              | Wedge Milling                            | LF | 6000  | 3.80  | \$ 22,800.00    |
| 24              | Full Depth Milling 0 to 4"               | SY | 15000 | 4.50  | \$ 67,500.00    |
| 25              | Full Depth Milling Each Additional Inch  | SY | 15000 | .75   | \$ 11,250.00    |
| 26              | Backfill Shoulders                       | LF | 12000 | 1.40  | \$ 16,800.00    |
| 27              | Pulverization                            | SY | 15000 | 4.45  | \$ 66,750.00    |
| 27              | Petromat less than 2500 sy               | SY | 1000  | 5.35  | \$ 5,350.00     |
| 28              | Petromat 2500 - 4999 sy                  | SY | 3000  | 3.15  | \$ 9,450.00     |
| 29              | Petromat more than 5000 sy               | SY | 15000 | 2.60  | \$ 39,000.00    |
| ESTIMATED TOTAL |  |    |       |       | \$ 3,523,900.00 |

**Service Questions:**

|    |   |               |
|----|---|---------------|
| 1. | How many years have you been in business?   | 35            |
| 2. | How many years have you been performing the type of work detailed in the specification?   | 35            |
| 3. | What is the total value of work you currently have under contract?  | \$ 80,000,000 |
| 4. | What is the percentage of work that is self-performed? (approximate)  | 95%           |
| 5. | Has your firm ever failed to complete a contract?   | No            |
| 6. | Has your firm ever filed for bankruptcy? If so, when?   | No            |
| 7. | Please list any pending judgment claims or suits against your company and explain on an additional page.                                  | None          |
| 8. | Have you had an OSHA fine within the past three (3) years? (If yes, you MUST submit on an additional page the circumstances of the event) | No            |



9. Have you had any job related fatalities within the past five (5) years? (If yes, you MUST submit on an additional page the circumstances of the event)

No

10. In the event of a breakdown, where would your equipment be serviced? (Include name of business, address, phone number, and point of contact)

Our EVIASS Yard  
12650 Colloway Cemetery Rd  
EVIASS, TX  
817-267-3132 Clay Reynolds

11. List municipal/government agencies you have worked with, along with the contract amount, number of years contracted, agency contact, their email and phone number. Use separate sheet if needed.

Contract - \$ 5,720,000

Yrs. Contracted - 3rd Year

Name - City of Arlington / Bill Bateman

Phone - 817-459-5435

Email - bbateman@arlingtontx.gov

Contract - \$ 785,000

Yrs. Contracted - 1 Year

Name - City of Farmers Branch / Randy Walhord

Phone - 972-919-2597

Email - randywalhord@farmersbranchtx.gov

Contract - \$ 2,240,000

Yrs. Contracted - 2nd Year

Name - City of Midlothian / Mike Adams

Phone - 972-775-7105

Email - mike.adams@midlothiantx.us

12. Describe how you meet or exceed the minimum qualifications in the specification.

Part Performance

## 13. Describe the experience in providing similar services within the last 2 years:

Name - 2013 Street Reclamation - ArlingtonContract - \$ 5,718,762Was the project finished on time - Yes - Oct. 2015Was the project within budget - YesName - Flower Mound Street RehabContract - \$ 406,125Was the project finished on time - Yes - Dec. 2015Was the project within budget - YesName - Farmers Branch Street RehabContract - \$ 785,457Was the project finished on time - Yes - Aug. 2015Was the project within budget - YesName - Wylie 2015 Mill & OverlayContract - \$ 514,599Was the project finished on time - Yes - June 2015Was the project within budget - YesName - Mulvotin Street RehabContract - \$ 1,426,013Was the project finished on time - Yes - Nov. 2015Was the project within budget - YesName - DeSoto 2015 Street ReconContract - \$ 581,602Was the project finished on time - Yes - Nov. 2015Was the project within budget - Yes

## 14. On the following page, list employees (last name only) along with their job title and number of years' experience in your line of work (add additional pages if necessary). Also list equipment, quantity and years in service.

|  |
|--|
|  |
|--|

## LIST OF EMPLOYEES

| Employee Last Name | Job Title | Years of Experience |
|--------------------|-----------|---------------------|
|                    |           |                     |

|            |                      |    |
|------------|----------------------|----|
| Reynolds   | President            | 50 |
| Tankersley | Exec. Vice President | 40 |
| Joseph     | Vice President       | 20 |
| McKay      | CFO                  | 22 |
| Turner     | General Supt.        | 37 |
| Perez      | Supt.                | 36 |
| Faglie     | Supt.                | 37 |

LIST  
OF  
MATERIAL  
AND

## EQUIPMENT

It is represented as part of this bid that the below listed items of machinery and equipment are available for use on the work covered by this bid. "Being Available" shall mean that the equipment is owned or under the control of the Bidder submitting this bid. It is important to state quantity and specifications of equipment available. Example: (2 each Walker automatic paint spray machines).

| Equipment/Machinery | Years in Service | Qty |
|---------------------|------------------|-----|
| See Attached        |                  |     |
|                     |                  |     |
|                     |                  |     |
|                     |                  |     |
|                     |                  |     |
|                     |                  |     |
|                     |                  |     |
|                     |                  |     |
|                     |                  |     |
|                     |                  |     |

| EQUIPMENT LIST            |      |                           |  |                                 |      |                        |
|---------------------------|------|---------------------------|--|---------------------------------|------|------------------------|
| Manufacturer              |      | Description               |  | Manufacturer                    |      | Description            |
| <b>WATER TRUCKS</b>       |      |                           |  | <b>ROLLERS:</b>                 |      |                        |
| MACK                      | 1996 | 4000 GAL TANK             |  | INGERSOLL-RAND                  | 1996 | PNEUMATIC PT125R       |
| INTERNATIONAL             | 1981 | 4000 GAL TANK             |  | CATERPILLAR                     | 2000 | ROLLER CB534C          |
| KAISER                    | 1960 | 2500 GAL TANK             |  | CATERPILLAR                     | 2001 | COMPACTOR PS200B       |
| MACK                      | 1984 | 4000 GAL TANK             |  | CATERPILLAR                     | 2002 | PNEUMATIC PS-150B      |
| INTERNATIONAL             | 1975 | 4000 GAL TANK             |  | CATERPILLAR                     | 2001 | STEEL WHEEL CB634C     |
| MACK CH613                | 2001 | 4000 GAL Tank             |  | CATERPILLAR                     | 2003 | ROLLER PS 150B         |
|                           |      |                           |  | CATERPILLAR                     | 2006 | ROLLER CS563E          |
| <b>ASPHALT PAVERS :</b>   |      |                           |  | CATERPILLAR                     | 2003 | ROLLER CS563E          |
| CATERPILLAR               | 2002 | AP1055B                   |  | VIBROMAX                        | 2004 | ROLLER VM66PD          |
| ROADTEC (ASTEC)           | 1995 | SB 2500 MTV Shuttle Buggy |  | CATERPILLAR                     | 2004 | STEEL WHEEL CB534D     |
| CATERPILLAR               | 2004 | AP1055B                   |  | CATERPILLAR                     | 2007 | PNEUMATIC PS-150C      |
| CATERPILLAR               | 2011 | AP1055E                   |  | HAMM                            | 2007 | MODEL 3412 COMPACTOR   |
| ROADTEC (ASTEC)           | 2001 | SB 2500 MTV Shuttle Buggy |  | CATERPILLAR                     | 2008 | Compactor CB224E       |
| CATERPILLAR               | 2010 | AP655D                    |  | CATERPILLAR                     | 2008 | ROLLER CB534D          |
|                           |      |                           |  | CATERPILLAR                     | 2011 | PNEUMATIC PS-360C      |
| <b>LOADERS FRONT END:</b> |      |                           |  | CATERPILLAR                     | 2011 | Compactor CB24         |
| CASE                      | 1998 | 570LXT                    |  | CATERPILLAR                     | 2011 | Compactor CB34         |
| CATERPILLAR               | 1996 | 953B TRACK LOADER         |  | HAMM                            | 2010 | HD14 V V Drum Roller   |
| CATERPILLAR               | 2000 | 924G WHEEL LOADER         |  | CATERPILLAR                     | 2011 | ROLLER CP563E          |
| CASE                      | 2001 | 570LXT                    |  | CATERPILLAR                     | 2011 | PNEUMATIC PS-360C      |
| CATERPILLAR               | 2007 | 414E IL 4X4 LOADER        |  | CATERPILLAR                     | 2011 | Compactor CB64         |
| CASE                      | 2007 | 570M XT 4X4 LOADER        |  | HAMM                            | 2011 | HD+140 V V DRUM ROLLER |
| CATERPILLAR               | 2005 | 953C TRACK LOADER         |  | HAMM                            | 2010 | 3410 SOIL COMPACTOR    |
| CATERPILLAR               | 2007 | 414E IL 4X4 LOADER        |  | HAMM                            | 2013 | HD14 V V Drum Roller   |
| CASE                      | 2006 | 570M XT 4X4 LOADER        |  | CATERPILLAR                     | 2013 | CW34 PNEUMATIC         |
| KUBOTA                    | 2009 | L4400                     |  | HAMM                            | 2014 | HD140 VVHF             |
| CATERPILLAR               | 2011 | 938H QC FU WHEEL LDR.     |  | CATERPILLAR                     | 2007 | PS-150C                |
| CATERPILLAR               | 2008 | 414E IL 4X4 LOADER        |  |                                 |      |                        |
| JOHN DEERE                | 2013 | JOHN DEERE 210K           |  | <b>TRACTORS AND EXCAVATORS:</b> |      |                        |
|                           |      |                           |  | CATERPILLAR                     | 1999 | 215 EXCAVATOR          |
| <b>MOTORGRADERS:</b>      |      |                           |  | CATERPILLAR                     | 1998 | D6H DOZER              |
| CATERPILLAR               | 1995 | 140G                      |  | CATERPILLAR                     | 2003 | 416D BACKHOE           |
| CATERPILLAR               | 1996 | 140H                      |  | CATERPILLAR                     | 1997 | 320B EXCAVATOR         |
| CATERPILLAR               | 1998 | 140H                      |  | CATERPILLAR                     | 2007 | 420E 4X4 BACKHOE       |
| CATERPILLAR               | 2000 | 140H                      |  | CATERPILLAR                     | 2011 | 320DLX EXCAVATOR       |
| CATERPILLAR               | 2004 | 140H                      |  | CATERPILLAR                     | 2012 | D5K LGT DOZER          |
| CATERPILLAR               | 2007 | 140H                      |  | CATERPILLAR                     | 2013 | 420F 4S BACKHOE        |
| CATERPILLAR               | 2007 | 140H                      |  | CATERPILLAR                     | 2015 | 420F 4S BACKHOE        |
|                           |      |                           |  |                                 |      |                        |
| <b>MIXERS:</b>            |      |                           |  |                                 |      |                        |
| CAT MIXER                 | 1994 | SS250                     |  |                                 |      |                        |
| CAT MIXER                 | 1998 | SS250B                    |  |                                 |      |                        |
| CAT MIXER                 | 2007 | RM500                     |  |                                 |      |                        |
| TEREX MIXER               | 2011 | RS446C                    |  |                                 |      |                        |
| TEREX MIXER               | 2012 | RS446C                    |  |                                 |      |                        |
| CAT MIXER                 | 2015 | RM500B                    |  |                                 |      |                        |

**CITY OF GRAND PRAIRIE  
SUBMITTAL AFFIRMATION FORM**

**FORM AND ADDENDA ACKNOWLEDGEMENT**

This will acknowledge your submittal contains all items as specified in section 19 and receipt of the following addenda which are part of the Solicitation Documents:

**ALL OF SECTION 19 HAS BEEN SUBMITTED** ☒

Addendum No. 1

Addendum No.

Addendum No.

Addendum No.

**INTERLOCAL PURCHASING**

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

Yes ☒

No ☐

**OTHER CONDITIONS**

The undersigned agrees to the following:

- A. Agrees that the submittal is complete and all required information/forms were submitted.
- B. Agrees that the bid package was fully reviewed and fully understands the requirements.
- C. Agrees to the Terms & Conditions as included in this bid packet and have noted any exceptions.
- D. Agrees that their submittal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time.
- E. Will supply all required insurance, and execute contract within the time stated on the notice of award.
- F. Affirms that the submittal was not prepared in collusion with any other firm and the contents of this submittal have not been communicated by the undersigned or any agent with any other person engaged in this type of business.

**SUBMITTAL CERTIFICATION**

BY MY SIGNATURE I AFFIRM THAT I AM DULY AUTHORIZED TO EXECUTE THIS PROPOSAL AS AN OFFER TO CONTRACT AND IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED FIRM HAVING EXAMINED THE SPECIFICATIONS, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS A PROPOSAL FOR CONSIDERATION OF BEING SELECTED AS THE CITY'S PROVIDER FOR SAID SERVICES; AND AGREES TO ENTER INTO NEGOTIATIONS IF SELECTED AS A FINALIST FOR SAID SERVICES.

Ned Tankersley

Authorized Signature

Vice President

Title

Ned Tankersley

Print/Type Name

7/26/16

Date

**RAC**  
*Since 1981*  
**REYNOLDS ASPHALT  
AND CONSTRUCTION CO.**  
P.O. Box 370 • Euless, Texas 76039  
Metro (817) 267-3131  
FAX (817) 267-1878

March 16, 2017

City of Allen  
305 Century Parkway  
Allen, Texas 75013  
Attn: Lindy Higginbotham

Project: Various Streets Rehab

Dear Lindy,

Please see the attached proposal for the street rehab for the City of Allen. This proposal is good for six months from the date of this letter. We will require 35 working days to complete this work.

If further information is required, please give us a call.

Sincerely,



Ned Tankersley  
Vice President

# REYNOLDS ASPHALT & CONSTRUCTION COMPANY

*Since 1981*

P.O. Box 370 \* Euless, TX 76039  
Metro (817) 267-3131 \* Fax (817) 267-7022

Various Streets  
Allen, Texas  
City of Allen

| Item  | Description                                  | Estimated<br>Quantity | Unit | Unit<br>Bid | Bid<br>Extension   |
|-------|--|-----------------------|------|-------------|--------------------|
| Daisy |  |                       |      |             |                    |
| 5     | 2" Ty "D" HMAC                               | 143.0                 | TON  | \$80.00     | \$11,440.00        |
| 10    | Additional Mileage Hauled more than 10 miles | 143.0                 | TON  | \$6.60      | \$943.80           |
| 17    | 8"-28#/SY Cement Stab Existing               | 1,181.0               | SY   | \$7.90      | \$9,329.90         |
| 24    | Hauling Excessive Material                   | 82.0                  | CY   | \$18.70     | \$1,533.40         |
|       |  |                       |      |             | <u>\$23,247.10</u> |
| Anna  |  |                       |      |             |                    |
| 5     | 2" Ty "D" HMAC                               | 360.0                 | TON  | \$80.00     | \$28,800.00        |
| 10    | Additional Mileage Hauled more than 10 miles | 360.0                 | TON  | \$6.60      | \$2,376.00         |
| 17    | 8"-28#/SY Cement Stab Existing               | 2,945.0               | SY   | \$7.90      | \$23,265.50        |
| 24    | Hauling Excessive Material                   | 205.0                 | CY   | \$18.70     | \$3,833.50         |
|       |  |                       |      |             | <u>\$58,275.00</u> |
| Coats |  |                       |      |             |                    |
| 5     | 2" Ty "D" HMAC                               | 406.0                 | TON  | \$80.00     | \$32,480.00        |
| 10    | Additional Mileage Hauled more than 10 miles | 406.0                 | TON  | \$6.60      | \$2,679.60         |
| 17    | 8"-28#/SY Cement Stab Existing               | 3,355.0               | SY   | \$7.90      | \$26,504.50        |
| 24    | Hauling Excessive Material                   | 230.0                 | CY   | \$18.70     | \$4,301.00         |
|       |  |                       |      |             | <u>\$65,965.10</u> |
| Total |  |                       |      |             | \$147,487.20       |

Location: Daisy from Bonham to Anna  
Anna from Bonham to Coats  
Coats from US 75 FR to Allen

## CITY OF ALLEN

|    |  |                   | UNIT PRICE  | TOTAL    | TOTAL             |
|----|--|-------------------|-------------|----------|-------------------|
|    |  |                   | BID         | QUANTITY | COMPLETED TO DATE |
| 1  | HMAC Type D Delivered more than 1500 tons  | TONS              | \$ 74.50    |          | \$ -              |
| 2  | HMAC Type D Delivered 500 to 1499 tons   | TONS              | \$ 80.00    | 909.00   | \$ 72,720.00      |
| 3  | HMAC Type D Delivered less than 499 tons   | TONS              | \$ 92.00    |          | \$ -              |
| 4  | HMAC Type C Delivered more than 1500 tons  | TONS              | \$ 74.00    |          | \$ -              |
| 5  | HMAC Type C Delivered 500 to 1499 tons   | TONS              | \$ 78.30    |          | \$ -              |
| 6  | HMAC Type C Delivered less than 499 tons   | TONS              | \$ 92.00    |          | \$ -              |
| 7  | HMAC Type B Delivered more than 1500 tons  | TONS              | \$ 73.50    |          | \$ -              |
| 8  | HMAC Type B Delivered 500 to 1499 tons   | TONS              | \$ 77.00    |          | \$ -              |
| 9  | HMAC Type B Delivered less than 499 tons   | TONS              | \$ 91.00    |          | \$ -              |
| 10 | Additional Mileage Hauled beyond the first 10 from bidders plant Items# 1-9 Per Ton Per Mile | EACH PER TON MILE | \$ 6.60     | 909.00   | \$ 5,999.40       |
|    | **NOTE: \$0.60 per mile @ 11 miles **  |                   |             |          |                   |
| 11 | Move In/Out Charge for projects under 499 tons   | EACH              | \$ 1,200.00 |          | \$ -              |
| 12 | Thoroughfare Traffic Control Charges Per street  | EACH              | \$ 2,400.00 |          | \$ -              |
| 13 | Manhole Ring Riser Adjustment/Placement Ring   | EACH              | \$ 240.00   |          | \$ -              |
| 14 | Valve Ring Riser Adjustment/Placement Ring   | EACH              | \$ 150.00   |          | \$ -              |
| 15 | Base Repair - 6" Flex Base & 2" HMAC   | SY                | \$ 67.00    |          | \$ -              |
| 16 | Base Repair - Flex Base installed only   | TONS              | \$ 32.20    |          | \$ -              |
| 17 | 8" Cement Stab Existing - more than 3000 sy  | SY                | \$ 7.90     | 7,481.00 | \$ 59,099.90      |
| 18 | 8" Cement Stab Existing - 1400 to 2999 sy  | SY                | \$ 9.00     |          | \$ -              |
| 19 | 8" Cement Stab Existing - less than 1399 sy  | SY                | \$ 16.50    |          | \$ -              |
| 20 | Hauling Excessive Material more than 101 cy  | CY                | \$ 18.70    | 517.00   | \$ 9,667.90       |
| 21 | Hauling Excessive Material 51 to 100 cy  | CY                | \$ 21.00    |          | \$ -              |
| 22 | Hauling Excessive Material less than 50 cy   | CY                | \$ 30.00    |          | \$ -              |
| 23 | Wedge Mill   | LF                | \$ 3.80     |          | \$ -              |
| 24 | Full Depth Milling 0-4"  | SY                | \$ 4.50     |          | \$ -              |
| 25 | Full Depth Milling Each Additional Inch  | SY                | \$ 0.75     |          | \$ -              |
| 26 | Backfill Shoulders   | LF                | \$ 1.40     |          | \$ -              |
| 27 | 8" Pulverization   | SY                | \$ 4.45     |          | \$ -              |
| 28 | Petromat less than 2500 SY   | SY                | \$ 5.35     |          | \$ -              |
| 29 | Petromat 2500 - 4999 SY  | SY                | \$ 3.15     |          | \$ -              |
| 30 | Petromat more 5000 SY  | SY                | \$ 2.60     |          | \$ -              |

TOTAL FOR PAGE

\$ 147,487.20



## **CITY COUNCIL AGENDA COMMUNICATION**

**AGENDA DATE:**

August 8, 2017

**SUBJECT:**

Award Bid and Authorize the City Manager to Execute a Contract with North Rock Construction, LLC, for Construction of the Beverly Elementary and Olsen Elementary Sidewalk Project in the Amount of \$131,096.

**STAFF RESOURCE:**

Chris Flanigan, Director of Engineering

**PREVIOUS COUNCIL ACTION:**

On May 13, 2014, City Council Adopted a Resolution Authorizing the City Manager to Apply for, Accept, Reject, Alter, or Terminate a Grant Through the Government Transportation Alternative Program, Administered by the North Central Texas Council of Governments (NCTCOG) for the Installation of Accessible Ramps & Walkways for the Beverly Elementary Project.

On May 13, 2014, City Council Adopted a Resolution Authorizing the City Manager to Apply for, Accept, Reject, Alter, or Terminate a Grant Through the Government Transportation Alternative Program, Administered by the North Central Texas Council of Governments (NCTCOG) for the Installation of Accessible Ramps & Walkways for the Ford Middle School and Olsen Elementary Projects

**ACTION PROPOSED:**

Award Bid and Authorize the City Manager to Execute a Contract with North Rock Construction, LLC, for Construction of the Beverly Elementary and Olsen Elementary Sidewalk Project in the Amount of \$131,096.

### **BACKGROUND**

The City of Allen had identified missing linkages in the sidewalk system and was awarded funding through the Federal Government Transportation Alternative Program, administered by the North Central Texas Council of Governments (NCTCOG). This project will include ramp and sidewalk improvements within the Beverly Elementary (PISD) and Olsen Elementary (AISD) School walk zones. These areas were selected based on the grant criteria provided by NCTCOG and will provide safe access to these schools and potentially encourage more pedestrian traffic.

On April 25, 2017, a total of 6 bids were received for this project. The three (3) lowest bids are below:

| <b>Contractor</b>            | <b>Bid Amount</b> |
|------------------------------|-------------------|
| North Rock Construction, LLC | \$ 131,095.05     |
| Wall Enterprises             | \$ 139,472.50     |
| SAZ Infrastructure           | \$ 149,084.80     |

**BUDGETARY IMPACT**

The funding exists today and is un-programmed non-bond funds within the capital improvement program. Most of the project costs (80%) is reimbursable after the completion of the project from the NCTCOG grant. The remaining 20% is a required local match.

**STAFF RECOMMENDATION**

Staff recommends the City Council award bid and authorize the City Manager to Execute a Contract with North Rock Construction, LLC, for Construction of the Beverly Elementary and Olsen Elementary Sidewalk Project in the Amount of \$131,096.

**MOTION**

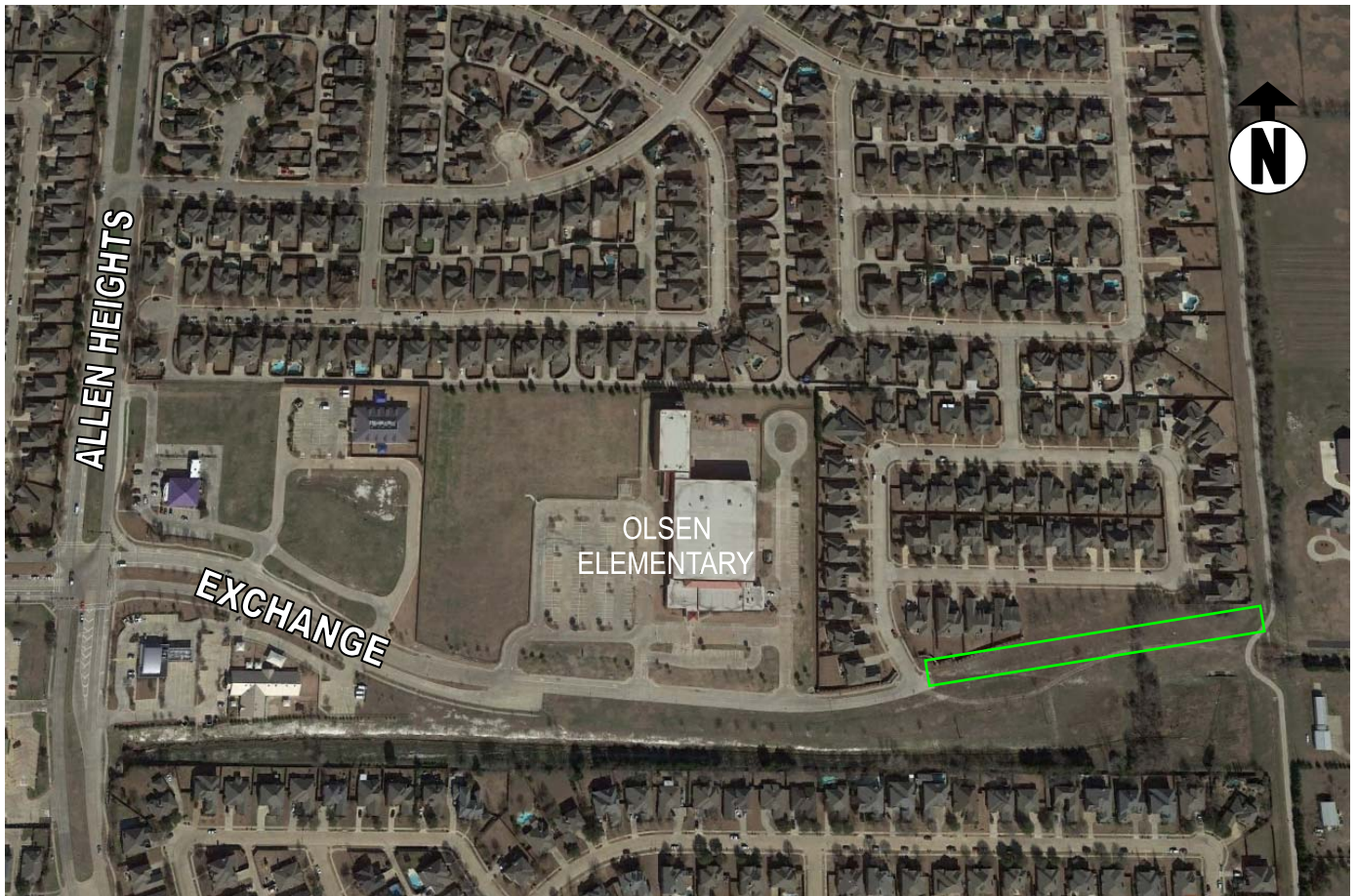
*I make a motion to award bid and authorize the City Manager to execute a contract with North Rock Construction, LLC, for Construction of the Beverly Elementary and Olsen Elementary Sidewalk Project in the Amount of \$131,096.*

**ATTACHMENTS:**

Location Maps  
Standard Form of Agreement  
Prevailing Proposal

## LOCATION MAP

Olsen Elementary Accessible Ramp & Sidewalk  
(August 8, 2017)



APPROX. PROJECT LOCATION

## LOCATION MAP

Beverly Elementary Accessible Ramp & Sidewalk  
(August 8, 2017)



APPROX. PROJECT LOCATION

**EXHIBIT 11**  
**STANDARD FORM OF AGREEMENT**

STATE OF TEXAS        }

COUNTY OF COLLIN    }

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between \_\_\_\_\_ The City of Allen, Texas, a municipal corporation, of the County of \_\_\_\_\_ Collin \_\_\_\_\_ and State of Texas, acting through \_\_\_\_\_ Its City Manager \_\_\_\_\_ thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and \_\_\_\_\_

\_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_ and State of \_\_\_\_\_, Party of the Second Part, hereinafter termed CONTRACTOR.

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

**SIDEWALK IMPROVEMENTS PROJECT**  
**AT OLSEN AND BEVERLY SCHOOLS**  
**CIP #ST1501 Bid #2017-11-20**

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

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within (\_\_\_) **calendar days** after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

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

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

\_\_\_\_\_  
**CITY OF ALLEN, TEXAS**  
Party of the First Part (OWNER)

\_\_\_\_\_  
Party of the Second Part (CONTRACTOR)

**By:** \_\_\_\_\_  
Peter H. Vargas, City Manager

**By:** \_\_\_\_\_

**Attest:** \_\_\_\_\_  
Shelley B. George, City Secretary

**Attest:** \_\_\_\_\_



**CITY OF ALLEN, TEXAS**  
**SIDEWALK IMPROVMENTS AT OLSEN AND BEVERLY SCHOOLS**  
**BID SCHEDULE**

| ITEM NO. | ITEM CODE | DESC. CODE | EST. QTY. | UNIT | DESCRIPTION AND PRICE IN WORDS  | PRICE IN FIGURES | EXTENDED AMOUNT |
|----------|-----------|------------|-----------|------|---|------------------|-----------------|
| 1        | 100       | 6001       | 0.5       | AC   | PREPARING RIGHT-OF-WAY (AS NEEDED)<br>Complete in Place for the Sum of<br>Ten thousand three hundred sixty-three Dollars and<br>60 Cents<br>per Acre.     | \$ 10,363.60     | \$ 5,181.80     |
| 2        | 104       | 6021       | 20        | LF   | REMOVE CONC (CURB)<br>Complete in Place for the Sum of<br>Ninety-five Dollars and<br>ninety-six Cents<br>per Square Yard.                                 | \$ 95.96         | \$ 1,919.20     |
| 3        | 160       | 6003       | 2,001     | SY   | FURNISHING AND PLACING TOP SOIL (4")<br>Complete in Place for the Sum of<br>Eight Dollars and<br>seventeen Cents<br>per Square Yard.                      | \$ 8.17          | \$ 16,348.17    |
| 4        | 162       | 6002       | 2,001     | SY   | BLOCK SODDING<br>Complete in Place for the Sum of<br>Three Dollars and<br>seventy-five Cents<br>per Square Yard.  | \$ 3.75          | \$ 7,503.75     |
| 5        | 168       | 6001       | 57        | MG   | VEGETATIVE WATERING<br>Complete in Place for the Sum of<br>One hundred seventy-one Dollars and<br>forty Cents<br>per 1000 Gallon.                         | \$ 171.40        | \$ 9,769.80     |
| 6        | 170       | 2001       | 1         | LS   | ADJUSTING IRRIGATION SYSTEM (AS NEEDED)<br>Complete in Place for the Sum of<br>Six thousand two hundred fifty Dollars and<br>zero Cents<br>per Lump Sum.  | \$ 6,250.00      | \$ 6,250.00     |
| 7        | 500       | 6001       | 1         | LS   | MOBILIZATION<br>Complete in Place for the Sum of<br>Fourteen thousand six hundred seventy Dollars and<br>forty-four Cents<br>per Lump Sum.                | \$ 14,670.44     | \$ 14,670.44    |
| 8        | 502       | 6001       | 3         | MO   | BARRICADES, SIGNS, AND TRAFFIC HANDLING<br>Complete in Place for the Sum of<br>Eight hundred thirty-three Dollars and<br>thirty-three Cents<br>per Month. | \$ 833.33        | \$ 2,499.99     |
| 9        | 506       | 6020       | 100       | SY   | CONSTRUCTION EXITS (INSTALL), TYPE I<br>Complete in Place for the Sum of<br>Twenty-two Dollars and<br>fifty Cents<br>per Square Yard.                     | \$ 22.50         | \$ 2,250.00     |
| 10       | 506       | 6024       | 100       | SY   | CONSTRUCTION EXITS (REMOVE)<br>Complete in Place for the Sum of<br>Thirteen Dollars and<br>thirty-six Cents<br>per Square Yard.                           | \$ 13.36         | \$ 1,336.00     |
| 11       | 506       | 6038       | 1,800     | LF   | TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)<br>Complete in Place for the Sum of<br>Two Dollars and<br>twenty-one Cents<br>per Linear Foot.                 | \$ 2.21          | \$ 3,978.00     |

**CITY OF ALLEN, TEXAS**  
**SIDEWALK IMPROVMENTS AT OLSEN AND BEVERLY SCHOOLS**  
**BID SCHEDULE**

| ITEM NO. | ITEM CODE | DESC. CODE | EST. QTY. | UNIT | DESCRIPTION AND PRICE IN WORDS   | PRICE IN FIGURES | EXTENDED AMOUNT |
|----------|-----------|------------|-----------|------|--|------------------|-----------------|
| 12       | 506       | 6039       | 1,800     | LF   | TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)<br>Complete in Place for the Sum of<br>Zero Dollars and<br>seventy Cents<br>per Linear Foot.             | \$ 0.70          | \$ 1,260.00 ✓   |
| 13       | 506       | 6040       | 50        | LF   | BIODEG EROSION CONTROL LOGS (INSTALL) 8-INCH<br>Complete in Place for the Sum of<br>Four Dollars and<br>thirty-eight Cents<br>per Linear Foot.     | \$ 4.38          | \$ 219.00 ✓     |
| 14       | 506       | 6043       | 50        | LF   | BIODEG EROSION CONTROL LOGS (REMOVE)<br>Complete in Place for the Sum of<br>Six Dollars and<br>thirty-one Cents<br>per Linear Foot.                | \$ 6.31          | \$ 315.50 ✓     |
| 15       | 529       | 6005       | 10        | LF   | CONCRETE CURB(MONO) (TYPE II)<br>Complete in Place for the Sum of<br>One hundred eighty-eight Dollars and<br>ninety-five Cents<br>per Linear Foot. | \$ 188.95        | \$ 1,889.50 ✓   |
| 16       | 531       | 6001       | 1,001     | SY   | 4-INCH CONCRETE SIDEWALK<br>Complete in Place for the Sum of<br>Forty-seven Dollars and<br>ninety-two Cents<br>per Square Yard.                    | \$ 47.92         | \$ 47,967.92 ✓  |
| 17       | 531       | 6010       | 2         | EA   | CURB RAMP TXDOT TYPE 7<br>Complete in Place for the Sum of<br>One thousand five hundred eighty-two Dollars and<br>forty-three Cents<br>per Each.   | \$ 1,582.43      | \$ 3,164.86 ✓   |
| 18       | 2270      | 2055       | 4         | EA   | ADJUSTING WATER VALVE COVER AND VALVE STACK<br>Complete in Place for the Sum of<br>Four hundred two Dollars and<br>sixty-four Cents<br>per Each.   | \$ 402.64        | \$ 1,610.56 ✓   |
| 19       | 2270      | 2061       | 1         | EA   | ADJUST FLUSH POINT<br>Complete in Place for the Sum of<br>Two thousand nine hundred sixty Dollars and<br>fifty-six Cents<br>per Each.              | \$ 2,960.56      | \$ 2,960.56 ✓   |

**TOTAL AMOUNT BASE BID**

**\$ 131,095.05**

**TOTAL CALENDAR DAYS BASE BID**

**60**

**DAYS**

\*-"ALL INCIDENTALS" INCLUDES ALL OF THE FOLLOWING, AS NEEDED, BUT NOT LIMITED TO: MOBILIZATION, SITE PREPARATION, REMOVAL OF INTEGRAL CURB ASSOCIATED WITH PAVING REMOVAL. UNCLASSIFIED EXCAVATION, IRRIGATION REPAIR, LANDSCAPING RESTORATION, POLYCARB RELOCATION, PROJECT NOTIFICATIONS, ADJUSTING APPURTENANCES TO GRADE (VALVES, METER BOXES, ETC.) AND PAVING SAWCUTS, JOINTS AND DOWELS.

The Contractor hereby agrees to commence work within Ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within \_\_\_\_\_ calendar days after the date of the written notice to commence work subject to such extensions of time as are provided by the General and Special Conditions.

The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications.

In the event of the award of a contract to the undersigned, the undersigned will furnish a Performance Bond and Payment Bond for the full amount of the contract.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

NOTE: Unit and lump sum prices must be shown in words and figures for each item listed in the proposal and in the event of discrepancy the words shall control.

Receipt is hereby acknowledged for the following addenda to the contract documents:

|                      |                |          |             |
|----------------------|----------------|----------|-------------|
| Addendum No. 1 dated | <u>5/31/17</u> | Received | <u>JFII</u> |
| Addendum No. 2 dated | _____          | Received | _____       |
| Addendum No. 3 dated | _____          | Received | _____       |
| Addendum No. 4 dated | _____          | Received | _____       |
| Addendum No. 5 dated | _____          | Received | _____       |

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 completed.

Total Amount Base Bid <sup>\$</sup> 131,095.05  
Total Calendar Days 60  
Base Bid

Total Amount Alternate Bid \_\_\_\_\_  
Total Calendar Days \_\_\_\_\_  
Alternate Bid

North Rock Construction, LLC

Contractor

By: John F. Gann II

(please print name)

Signature: JFII

Title: President

Seal and Authorization  
(If a Corporation)

525 South Loop 288 Suite 105

Address

Denton, Texas 76205

City, County, State and Zip

(940) 220-5500

Telephone

Fax No.

E-Mail Address: jgann@nrockconstruction.com



|  |
|--|
| <b>CITY COUNCIL AGENDA COMMUNICATION</b> |
|--|

**AGENDA DATE:** August 8, 2017

**SUBJECT:** Accept Resignations and Declare Vacancies in Place No. 1 on the Parks and Recreation Board and Place No. 4 on the Planning and Zoning Commission.

**STAFF RESOURCE:** Shelley B. George, City Secretary

**ACTION PROPOSED:** Accept Resignations and Declare Vacancies in Place No. 1 on the Parks and Recreation Board and Place No. 4 on the Planning and Zoning Commission.

**BACKGROUND**

On June 18, Brittani Hayes notified City staff of her resignation as a member of the Parks and Recreation Board.

On July 21, Jeff Cocking submitted a letter of resignation as a member of the Planning and Zoning Commission.

**MOTION**

*I make a motion to accept the resignations of Brittani Hayes and Jeff Cocking and to declare a vacancies in Place No. 1 on the Parks and Recreation Board and Place No. 4 on the Planning and Zoning Commission.*

**ATTACHMENTS:**

Resignation Letter

## Shelley George

---

**Subject:** FW: Planning & Zoning Commission - Resignation

**From:** Jeff Cocking

**Sent:** Friday, July 21, 2017 4:39 PM

**To:** Shelley George <sgeorge@cityofallen.org>

**Subject:** Planning & Zoning Commission - Resignation

Hello Shelley,

It is with regret that I am writing to inform you of my decision to resign my position on the Planning & Zoning Commission, effective July 31, 2017.

I have accepted a position with [REDACTED] and will be relocating to Houston, Texas.

It has been a pleasure being a part of the City of Allen. I am so proud of all we have accomplished in the past 26 years, and I have no doubt the City will continue these successes in the future.

If I can be of any assistance during the time it will take to fill the position or in the future, please don't hesitate to ask.

Jeff Cocking

|  |
|--|
| <b>CITY COUNCIL AGENDA COMMUNICATION</b> |
|--|

**AGENDA DATE:**

August 8, 2017

**SUBJECT:**

Conduct a Public Hearing and Adopt an Ordinance for Specific Use Permit No. 155 for a Fitness and Health Center Use for an Approximately 4,144± Square Foot Portion of a Building Generally Located South of McDermott Drive and West of Century Parkway, 503 W. McDermott Drive, Suite 100. [Title Boxing Club - Fitness and Health Studio]

**STAFF RESOURCE:**

Madhuri Mohan, Senior Planner

**BOARD COMMISSION ACTION:**

On July 18, 2017, the Planning and Zoning Commission voted 5 in favor (Commissioners Cocking, Trahan, Hollingsworth, Platt Jr., and Ogrizovich), 0 opposed to recommend approval of the request.

**ACTION PROPOSED:**

Adopt an Ordinance for Specific Use Permit No. 155 for a Fitness and Health Center Use for an Approximately 4,144± Square Foot Portion of a Building Generally Located South of McDermott Drive and West of Century Parkway, 503 W. McDermott Drive, Suite 100. [Title Boxing Club - Fitness and Health Studio]

**BACKGROUND**

The property is generally located south of McDermott Drive and west of Century Parkway (and commonly known as 503 W. McDermott Drive, Suite 100). The properties to the north, west, and south are zoned Shopping Center SC. The property to the east (across Century Parkway) is zoned Central Business District CBD.

The applicant is proposing to tenant a 4,144± square foot portion in an existing building for a fitness studio facility. Staff categorizes this type of use as a Fitness and Health Center use.

The property is zoned Shopping Center. The Allen Land Development Code requires a Specific Use Permit (SUP) for a Fitness and Health Center use within the Shopping Center zoning district.

The applicant submitted a business summary in conjunction with the SUP application. The following is a general summary of the proposed business operations:

- Daily classes (7 days a week)

|                 |                       |
|-----------------|-----------------------|
| Monday-Thursday | 5:00 a.m. - 9:00 p.m. |
| Friday          | 5:00 a.m. - 7:00 p.m. |
| Saturday        | 6:30 a.m. - 3:00 p.m. |
| Sunday          | 9:00 a.m. - 3:00 p.m. |

- Average class size: Approximately 18 attendees/class

Parking on site complies with the Allen Land Development Code standards. There are no proposed changes to the exterior of the building.

The Specific Use Permit request has been reviewed by the Technical Review Committee and meets the standards of the ALDC.

On July 18, 2017, the Planning and Zoning Commission recommended approval of the request.

### **LEGAL NOTICES**

Public Hearing Sign - July 7, 2017  
Public Hearing Notices - July 7, 2017  
Newspaper Notice - July 20, 2017

### **STAFF RECOMMENDATION**

Staff recommends approval.

### **MOTION**

*I make a motion to Adopt Ordinance No. \_\_\_\_\_ for Specific Use Permit No. 155 for a Fitness and Health Center use for Title Boxing Club.*

### **ATTACHMENTS:**

Ordinance  
Property Notification Map  
Draft Minutes from the July 18, 2017 P&Z Meeting

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE ZONING REGULATIONS AND ZONING MAP, AS PREVIOUSLY AMENDED, BY GRANTING SPECIFIC USE PERMIT NO. 155 AUTHORIZING AN APPROXIMATELY 4,144± SQUARE FOOT PORTION OF THE BUILDING LOCATED ON LOT 7R, GREENWAY-ALLEN RETAIL ADDITION (AND COMMONLY KNOWN AS 503 W. MCDERMOTT DRIVE, SUITE 100), PRESENTLY ZONED FOR SHOPPING CENTER “SC” TO BE USED FOR A FITNESS AND HEALTH CENTER 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.**

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

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

**SECTION 1.** The Allen Land Development Code Zoning Regulations and Zoning Map of the City of Allen, Collin County, Texas, be amended by granting Specific Use Permit No. 155 authorizing an approximately 4,144± square foot portion of the building located on Lot 7R, Greenway-Allen Retail Addition as shown on Exhibit “A” and Exhibit “B” attached hereto and incorporated herein by reference, which is presently zoned for Shopping Center “SC” to be used for a Fitness and Health Center use.

**SECTION 2.** The Property shall be used only in the manner and for the purposes provided for in the Allen Land Development Code Zoning Regulations, as heretofore amended, and as amended herein, and, if developed and used for Fitness and Health Center purposes, shall be subject to the following special conditions:

- A. The Specific Use Permit granted hereby is expressly limited to the area of the Property shown in the SUP Site Plan attached hereto as Exhibit “A” and SUP Suite Plan attached hereto as Exhibit “B” and incorporated herein by reference.
- B. Only Polar Bear-Allen, LLC, dba Title Boxing Club Allen, is authorized by this Ordinance to use the Property for a Fitness and Health Center use.
- C. This Specific Use Permit is limited to authorizing the use and development of the Property as a Fitness/Health Center and not for any other use that may otherwise be within the definition of “Fitness/Health Center” as that use is defined in the Allen Land Development Code, as amended.
- D. No activity related to the business shall occur outside the lease space.

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

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

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

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

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS 8<sup>TH</sup> DAY OF AUGUST 2017.**

**APPROVED:**

---

**Stephen Terrell, MAYOR**

**APPROVED AS TO FORM:**

**ATTEST:**

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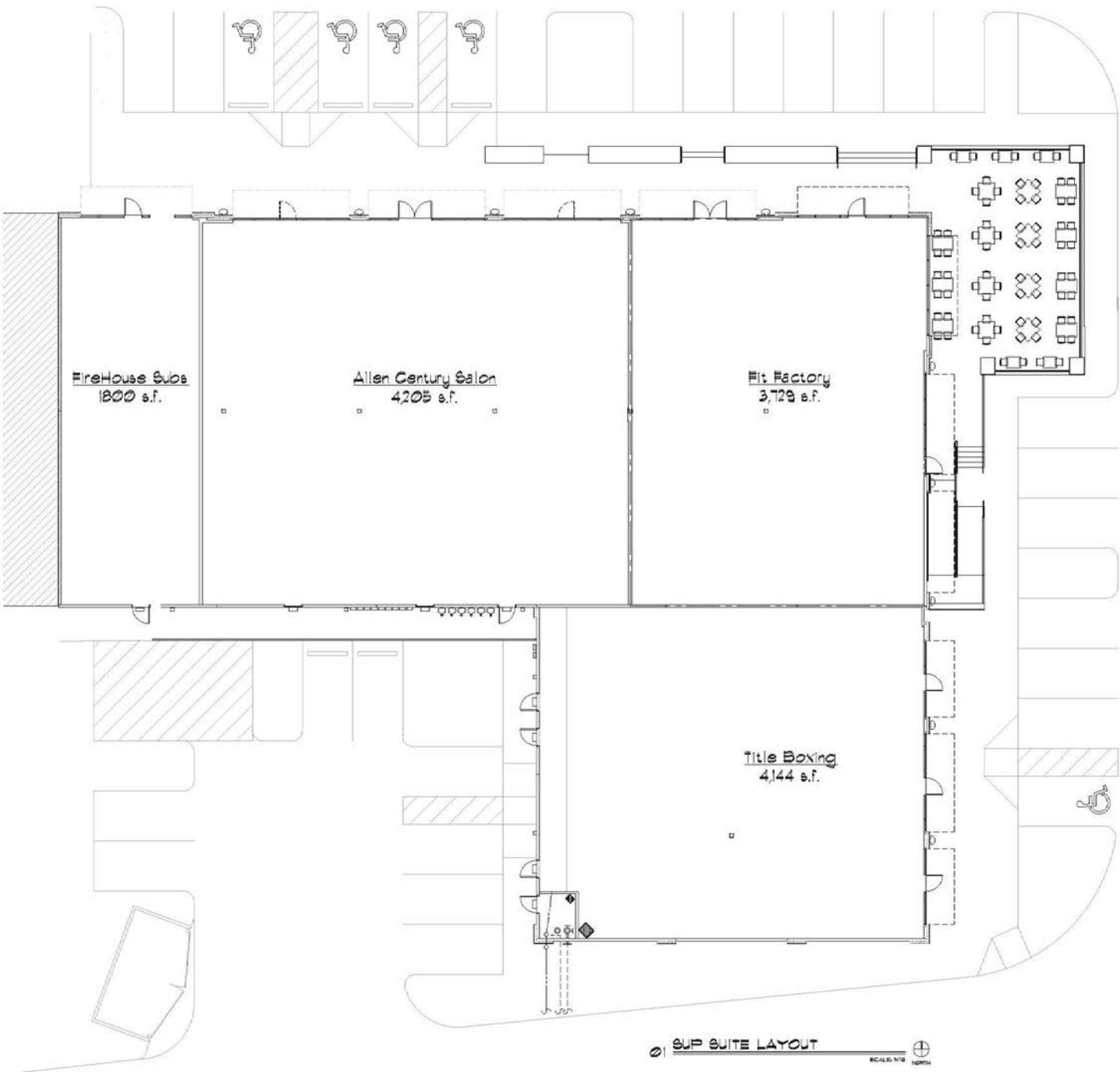
**Peter G. Smith, CITY ATTORNEY**  
(kbl:7/26/17:88423)

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**Shelley B. George, TRMC, CITY SECRETARY**



**EXHIBIT "B"**  
**SUP SUITE PLAN**







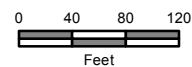




Property Ownership Notification  
Title Boxing

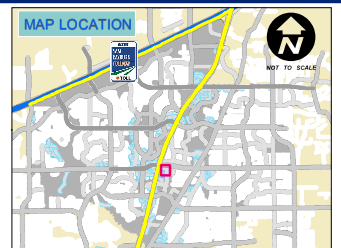
### Map Legend

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



Planning & Development - GIS  
Date: 8/1/2017

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





### July 18, 2017 Planning and Zoning Commission Meeting Minutes

Public Hearing – Conduct a Public Hearing and consider a request for a Specific Use Permit SUP for a Fitness and Health Center use for an approximately 4,144± square foot portion of a building located on Lot 7R, Greenway-Allen Retail Addition; generally located south of McDermott Drive and west of Century Parkway (and commonly known as 503 W. McDermott Drive, Suite 100). (SUP-070317-0002) [Title Boxing Club]

Ms. Madhuri Mohan, Senior Planner, presented the item to the Commission. She stated the item is a Public Hearing and a Specific Use Permit for Title Boxing Club. She stated that the property is generally located south of McDermott Drive and west of Century Parkway (and commonly known as 503 W. McDermott Drive, Suite 100). The properties to the north, west, and south are zoned Shopping Center SC. The property to the east (across Century Parkway) is zoned Central Business District CBD.

Ms. Mohan stated that the applicant is proposing to tenant a 4,144± square foot portion in an existing building for a fitness studio facility. She noted that staff categorizes this type of use as a Fitness and Health Center use. She explained that the property is zoned Shopping Center SC and that the Allen Land Development Code requires a Specific Use Permit (SUP) for a Fitness and Health Center use within the SC zoning district.

Ms. Mohan stated that the applicant submitted a business summary in conjunction with the SUP application. She noted that the business summary described the use as a full body boxing and kickboxing workout. She noted that the average class size will be approximately 18 attendees per class. Additionally, she stated that the proposed business is open seven days a week.

Ms. Mohan stated that the parking on site complies with the Allen Land Development Code standards and that the surrounding uses were shown on a SUP Suite Plan to illustrate that the parking meets the Code. She stated that there are no proposed changes to the exterior of the building and that no activity related to the business will occur outside the building.

Ms. Mohan stated that the Specific Use Permit request has been reviewed by the Technical Review Committee and meets the standards of the ALDC.

Chairman Cocking opened the public hearing.

Chairman Cocking closed the public hearing.

Chairman Cocking noted Fitness Connection, 605 W. McDermott Drive, submitted a letter of support for the request.

**Motion:**           **Upon a motion by Commissioner Hollingsworth, and a second by 2<sup>nd</sup> Vice-Chair Platt, the Commission voted 5 IN FAVOR, and 0 OPPOSED to recommend approval of a Specific Use Permit SUP request for a Fitness and Health Center use; generally located south of McDermott Drive and west of Century Parkway (and commonly known as 503 W. McDermott Drive, Suite 100), for Title Boxing Club.**

**The motion is carried.**

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| <b>CITY COUNCIL AGENDA COMMUNICATION</b> |
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|                                 |  |
|---------------------------------|--|
| <b>AGENDA DATE:</b>             | August 8, 2017   |
| <b>SUBJECT:</b>                 | Conduct a Public Hearing on the Fiscal Year 2017-2018 Budget as Required by Article IV, Section 4.04 of the Allen City Charter.  |
| <b>STAFF RESOURCE:</b>          | Eric Cannon, Chief Financial Officer<br>Chris Landrum, Budget Manager  |
| <b>PREVIOUS COUNCIL ACTION:</b> | At the July 25, 2017, City Council Meeting, City Council Set Tuesday, August 8, 2017, and Tuesday, August 22, 2017, as the Public Hearing Dates Regarding the City Budget. |
| <b>ACTION PROPOSED:</b>         | Conduct a Public Hearing on the Fiscal Year 2017-2018 Budget as Required by Article IV, Section 4.04 of the Allen City Charter.  |

### **BACKGROUND**

The City Charter requires that the City Council set and conduct a Public Hearing on the Budget. This year the City will hold two public hearings to coincide with the two public hearings that are to be held on the tax rate. August 8, 2017, and August 22, 2017, are the dates City Council set for the public hearings on the budget.

The City Charter mandates that no other business may be conducted at these hearings. As stated in the City Charter, a Notice of Public Hearing on the Budget must be published 5-15 days prior to the hearing. The notice for the first public hearing was published on July 27, 2017, in the Allen American newspaper, and the notice for the second public hearing will be published on August 10, 2017, in the Allen American newspaper.

### **BUDGETARY IMPACT**

The FY 2017-2018 Proposed Expenditure Budget totals **\$218,558,184** for all funds. The FY 2017-2018 Proposed Revenue Estimate plus beginning Fund Balance totals **\$293,058,791** for all funds. Please refer to the attached Combined Budget Summary for further details.

### **STAFF RECOMMENDATION**

Staff recommends conducting a public hearing and announcing that the City Council will vote on the FY2018 budget at the September 12, 2017, City Council meeting at 7:00 PM at Allen City Hall, 305 Century Parkway, Allen, Texas.

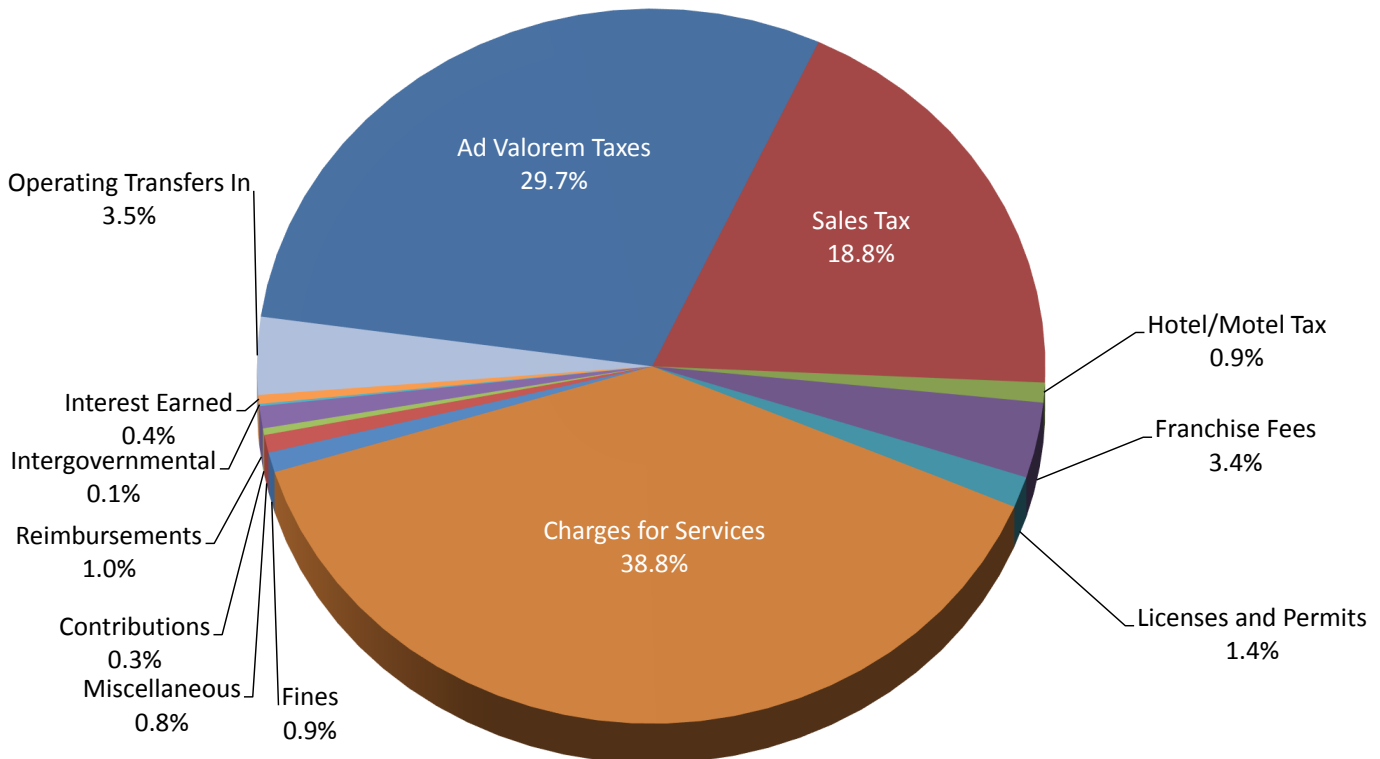
**ATTACHMENTS:**

Combined Budget Summary of Revenues and Expenditures for Fiscal Year 2017-2018

**CITY OF ALLEN**  
**COMBINED BUDGET SUMMARY OF REVENUES AND EXPENDITURES**  
**FOR FISCAL YEAR 2017-2018**

|                           | General Fund          | Debt Service         | TIF Fund            | Enterprise Funds     |                      |                     |                     | Special Revenue     |
|---------------------------|-----------------------|----------------------|---------------------|----------------------|----------------------|---------------------|---------------------|---------------------|
|                           |                       |                      |                     | Water & Sewer        | Solid Waste          | Drainage Utility    | Golf Course         | Hotel Occup. Tax    |
| BEGINNING BALANCE         | \$ 19,709,071         | \$ 1,213,679         | \$ 2,867,659        | \$ 12,205,289        | \$ 2,952,921         | \$ 667,992          | \$ 734              | \$ 1,601,899        |
| <b>REVENUES</b>           |                       |                      |                     |                      |                      |                     |                     |                     |
| Ad Valorem Taxes          | 48,435,446            | 14,314,472           | 1,336,237           | -                    | -                    | -                   | -                   | -                   |
| Sales Tax                 | 19,998,330            | -                    | 478,542             | -                    | -                    | -                   | -                   | -                   |
| Hotel/Motel Tax           | -                     | -                    | -                   | -                    | -                    | -                   | -                   | 1,856,418           |
| Franchise Fees            | 7,200,853             | -                    | -                   | -                    | -                    | -                   | -                   | -                   |
| Licenses and Permits      | 3,002,600             | -                    | -                   | -                    | -                    | -                   | -                   | -                   |
| Charges for Services      | 12,007,204            | -                    | -                   | 43,559,725           | 7,005,332            | 1,580,000           | 3,116,265           | -                   |
| Fines                     | 1,794,749             | -                    | -                   | -                    | -                    | -                   | -                   | -                   |
| Miscellaneous             | 485,489               | -                    | -                   | 28,000               | 47,500               | -                   | 126,803             | -                   |
| Contributions             | 570,171               | -                    | -                   | -                    | -                    | -                   | -                   | -                   |
| Reimbursements            | 1,413,002             | -                    | -                   | 377,412              | -                    | 1,500               | -                   | -                   |
| Intergovernmental         | 111,826               | -                    | 138,318             | -                    | -                    | -                   | -                   | -                   |
| Interest Earned           | 298,000               | 82,000               | 15,000              | 94,000               | 23,000               | 6,000               | -                   | 33,000              |
| Operating Transfers In    | 4,603,089             | -                    | -                   | 788,191              | -                    | -                   | 452,500             | -                   |
| <b>TOTAL REVENUES</b>     | <b>99,920,759</b>     | <b>14,396,472</b>    | <b>1,968,097</b>    | <b>44,847,328</b>    | <b>7,075,832</b>     | <b>1,587,500</b>    | <b>3,695,568</b>    | <b>1,889,418</b>    |
| <b>TOTAL AVAILABLE</b>    | <b>\$ 119,629,830</b> | <b>\$ 15,610,151</b> | <b>\$ 4,835,756</b> | <b>\$ 57,052,617</b> | <b>\$ 10,028,753</b> | <b>\$ 2,255,492</b> | <b>\$ 3,696,302</b> | <b>\$ 3,491,317</b> |
| <b>EXPENDITURES</b>       |                       |                      |                     |                      |                      |                     |                     |                     |
| General Government        | 24,022,860            | -                    | 906,165             | -                    | -                    | -                   | -                   | -                   |
| Public Safety             | 38,904,762            | -                    | -                   | -                    | -                    | -                   | -                   | -                   |
| Public Works              | 5,066,736             | -                    | -                   | 36,116,271           | 6,722,845            | 1,516,473           | -                   | -                   |
| Culture & Recreation      | 25,988,770            | -                    | -                   | -                    | -                    | -                   | 3,551,913           | 1,452,658           |
| Community Development     | 3,194,184             | -                    | -                   | -                    | -                    | -                   | -                   | -                   |
| Transfers Out             | 1,530,144             | -                    | -                   | 3,967,562            | 234,062              | 321,334             | -                   | -                   |
| Debt Service              | -                     | 14,288,610           | -                   | 1,173,495            | -                    | -                   | -                   | -                   |
| Capital Projects          | -                     | -                    | -                   | 3,590,000            | 400,000              | -                   | -                   | -                   |
| Depreciation              | -                     | -                    | -                   | -                    | -                    | -                   | 138,851             | -                   |
| <b>TOTAL EXPENDITURES</b> | <b>98,707,456</b>     | <b>14,288,610</b>    | <b>906,165</b>      | <b>44,847,328</b>    | <b>7,356,907</b>     | <b>1,837,807</b>    | <b>3,690,764</b>    | <b>1,452,658</b>    |
| <b>ENDING BALANCE</b>     | <b>20,922,374</b>     | <b>1,321,541</b>     | <b>3,929,591</b>    | <b>12,205,289</b>    | <b>2,671,846</b>     | <b>417,685</b>      | <b>5,538</b>        | <b>2,038,659</b>    |

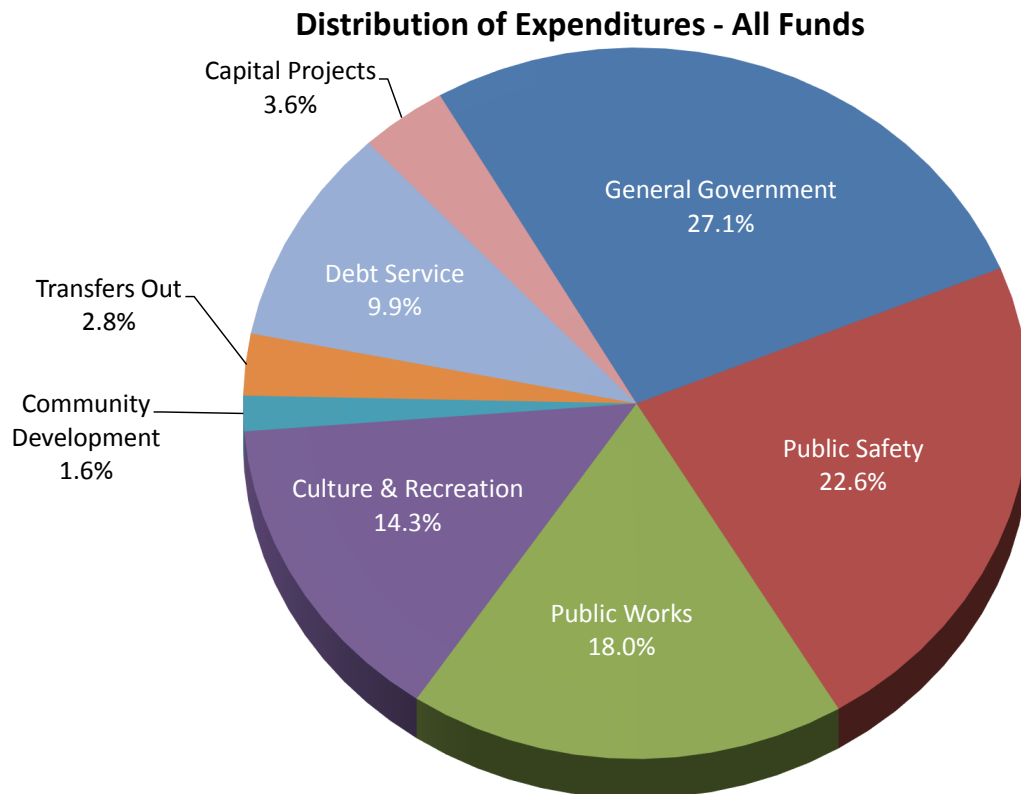
**Distribution of Revenues - All Funds**



**CITY OF ALLEN**  
**COMBINED BUDGET SUMMARY OF REVENUES AND EXPENDITURES**  
**FOR FISCAL YEAR 2017-2018**

| Special Revenue     |                    |               | Internal Service Funds |                         |                    | Component Units         |                          | Total<br>All Funds<br>2017-2018 |
|---------------------|--------------------|---------------|------------------------|-------------------------|--------------------|-------------------------|--------------------------|---------------------------------|
| Asset<br>Forfeiture | Special<br>Revenue | Grant<br>Fund | Replacement<br>Fund    | Facility<br>Maintenance | Risk<br>Management | Economic<br>Development | Community<br>Development |                                 |
| \$ 170,914          | \$ 1,056,603       | \$ 271,863    | \$ 10,331,706          | \$ 882,200              | \$ 4,513,508       | \$ 11,488,661           | \$ 7,196,295             | \$ 77,130,994                   |
| -                   | -                  | -             | -                      | -                       | -                  | -                       | -                        | 64,086,155                      |
| -                   | -                  | -             | -                      | -                       | -                  | 10,032,336              | 10,032,336               | 40,541,544                      |
| -                   | -                  | -             | -                      | -                       | -                  | -                       | -                        | 1,856,418                       |
| -                   | 186,269            | -             | -                      | -                       | -                  | -                       | -                        | 7,387,122                       |
| -                   | -                  | -             | -                      | -                       | -                  | -                       | -                        | 3,002,600                       |
| -                   | -                  | -             | 3,200,205              | -                       | 13,307,202         | -                       | -                        | 83,775,933                      |
| -                   | 150,264            | -             | -                      | -                       | -                  | -                       | -                        | 1,945,013                       |
| 190,000             | -                  | 687,265       | 151,500                | -                       | -                  | -                       | -                        | 1,716,557                       |
| -                   | -                  | -             | -                      | -                       | -                  | -                       | -                        | 570,171                         |
| -                   | -                  | -             | 129,800                | -                       | 335,000            | -                       | -                        | 2,256,714                       |
| -                   | 46,824             | -             | -                      | -                       | -                  | -                       | -                        | 296,968                         |
| 2,000               | 5,000              | 2,000         | 91,000                 | 3,000                   | 45,000             | 168,000                 | 95,000                   | 962,000                         |
| -                   | 49,651             | 130,597       | 400,000                | 600,000                 | 506,574            | -                       | -                        | 7,530,602                       |
| 192,000             | 438,008            | 819,862       | 3,972,505              | 603,000                 | 14,193,776         | 10,200,336              | 10,127,336               | 215,927,797                     |
| \$ 362,914          | \$ 1,494,611       | \$ 1,091,725  | \$ 14,304,211          | \$ 1,485,200            | \$ 18,707,284      | \$ 21,688,997           | \$ 17,323,631            | \$ 293,058,791                  |

|         |           |         |            |         |            |            |           |             |
|---------|-----------|---------|------------|---------|------------|------------|-----------|-------------|
| -       | 410,201   | -       | 3,012,521  | 646,923 | 13,490,695 | 13,776,159 | 3,089,045 | 59,354,569  |
| 119,059 | -         | 272,354 | -          | -       | -          | -          | -         | 39,296,175  |
| -       | -         | -       | -          | -       | -          | -          | -         | 49,422,325  |
| -       | -         | 214,413 | -          | -       | -          | -          | -         | 31,207,754  |
| -       | -         | 323,663 | -          | -       | -          | -          | -         | 3,517,847   |
| -       | -         | -       | -          | 151,500 | -          | -          | -         | 6,204,602   |
| -       | -         | -       | -          | -       | -          | 3,683,513  | 2,414,481 | 21,560,099  |
| -       | -         | -       | -          | -       | -          | -          | 3,865,962 | 7,855,962   |
| -       | -         | -       | -          | -       | -          | -          | -         | 138,851     |
| 119,059 | 410,201   | 810,430 | 3,012,521  | 798,423 | 13,490,695 | 17,459,672 | 9,369,488 | 218,558,184 |
| 243,855 | 1,084,410 | 281,295 | 11,291,690 | 686,777 | 5,216,589  | 4,229,325  | 7,954,143 | 74,500,607  |



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| <b>CITY COUNCIL AGENDA COMMUNICATION</b> |
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**AGENDA DATE:** August 8, 2017

**SUBJECT:** Conduct a Public Hearing Regarding the Fiscal Year 2017-2018 City Tax Rate.

**STAFF RESOURCE:** Eric Cannon, Chief Financial Officer  
Chris Landrum, Budget Manager

**PREVIOUS COUNCIL ACTION:** At the July 25, 2017, City Council Meeting, City Council Set Tuesday, August 8, 2017, and Tuesday, August 22, 2017, as the Public Hearing Dates Regarding the Fiscal Year 2017-2018 City Tax Rate.

**ACTION PROPOSED:** Conduct a Public Hearing Regarding the Fiscal Year 2017-2018 City Tax Rate.

**BACKGROUND**

According to the Texas Truth-in-Taxation Law, the City Council is required to set and conduct two Public Hearings on the Tax Rate if the City's proposed tax rate exceeds the lower of the rollback rate (\$0.515222) or the effective rate (\$0.483572). The proposed tax rate is \$0.515000.

No other business may be conducted at these hearings. State law also requires that at the end of each hearing the Council announce the date, time and place of the meeting at which it will vote on the tax rate. Since the proposed tax rate of \$0.515000 exceeds the effective tax rate indicated above, two public hearings are mandatory. The City has historically always held public hearings on the tax rate even when the hearings were not required.

**BUDGETARY IMPACT**

The City's proposed budget for Fiscal Year 2017-2018 reflects a tax rate of \$0.515000 per \$100 of appraised valuation. Due to continued growth in the City's tax base from new improvements and existing properties, the total tax revenue generated, based on a rate of \$0.515000 per \$100 of the certified appraised values, would be \$63,693,189 which is \$4,252,922 more than last year's budget and includes property tax revenue in the amount of \$1,461,688 to be raised from new property added to the tax roll this year.

**STAFF RECOMMENDATION**

Staff recommends conducting a public hearing and setting the meeting date of September 12, 2017, at 7:00 PM at Allen City Hall, 305 Century Parkway, Allen, Texas, to vote on the tax rate.

**MOTION**

***I make a motion to set the City Council meeting date of September 12, 2017, at 7:00 PM at Allen City Hall, 305 Century Parkway, Allen, Texas, to vote on the proposed tax rate of 51.5 cents per \$100 of the certified appraised value for the Fiscal Year 2017-2018 budget.***



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| <b>CITY COUNCIL AGENDA COMMUNICATION</b> |
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**AGENDA DATE:** August 8, 2017

**SUBJECT:** Motion to Confirm City Council Appointments to the Council Nominating Committee as Recommended by Mayor Terrell.

**STAFF RESOURCE:** Shelley B. George, City Secretary

**ACTION PROPOSED:** Motion to Confirm City Council Appointments to the Council Nominating Committee for the Annual Appointment of Boards and Commissions.

**BACKGROUND**

Section 1.2 of the City Council Rules of Order and Procedure states:

"...ad hoc committees, each to consist of up to three Councilmembers, shall be recommended by the Mayor with concurrence through a motion of the full City Council. Ad hoc committees are formed on an as needed basis with a clearly defined purpose and term, as well as reporting requirements."

The Board Appointment Policy provides for the appointment of the Council Nominating Committee to bring forth recommendations to the entire Council for consideration of appointment to various boards and commissions.

Councilmembers serving on the Nominating Committees during 2016-17 were:

- Advisory and Quasi-Judicial - Councilmembers Brooks, Kizer, Sedlacek and former Councilmember Obermeyer
- Corporations - All members of the City Council

**MOTION**

*I make a motion to confirm the appointments of \_\_\_\_\_ to the Council Nominating Committee as recommended by Mayor Terrell.*

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| <b>CITY COUNCIL AGENDA COMMUNICATION</b> |
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**AGENDA DATE:** August 8, 2017

**SUBJECT:** Election of Mayor Pro Tem

**STAFF RESOURCE:** Shelley B. George, City Secretary

**ACTION PROPOSED:** Election of Mayor Pro Tem

**BACKGROUND**

According to Section 2.05 of the Allen City Charter, "The council shall elect from among the councilmembers a mayor pro tempore who shall act as mayor during the absence or disability of the mayor."

**MOTION**

***I nominate \_\_\_\_\_ as Mayor Pro Tem.***

*(The Mayor will read each name in the order nominated and the Council shall vote until a member is elected as Mayor Pro Tem.)*