

**AGENDA
CITY OF ALLEN
CITY COUNCIL REGULAR MEETING
JUNE 22, 2010 – 7:00 P.M.
COUNCIL CHAMBERS
ALLEN CITY HALL
305 CENTURY PARKWAY
ALLEN, TEXAS 75013**

Call to Order and Announce a Quorum is Present.

Pledge of Allegiance.

Public Recognition.

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

Presentation of a Proclamation to Representatives of the Allen Parks and Recreation Department, Proclaiming the Month of July as "Parks and Recreation Month."

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 June 8, 2010, Regular Meeting.
4. Adopt an Ordinance Renewing the Term of a Natural Gas Franchise Agreement Granted to Atmos Energy Corp. for an Additional Five (5) Years.
5. Adopt an Ordinance Renewing the Term of a Natural Gas Franchise Agreement Granted to CoServ Gas for an Additional Five (5) Years.
6. Adopt a Resolution Approving an Amended Investment Policy Governing the Investment of Municipal Funds.

7. Authorize the City Manager to Execute an Annual Contract with G&K Services to Provide Rental of Work Uniforms for the City of Allen for an Estimated Annual Expenditure Not to Exceed \$65,000 with Two One-Year Options to Renew.
8. Authorize the City Manager to Execute a One-Year Contract with North Star Underground Utility for an Amount not to Exceed \$50,000 for Water and Sewer Parts and Supplies with Two One-Year Options to Renew to be Exercised Solely at the City's Discretion.
9. Authorize the City Manager to Execute a Two-Year Contract with Weaver and Tidwell, L.L.P. for Professional Auditing Services.
10. Receive the Summary of Property Tax Collections as of May 2010.
11. Receive the Capital Improvement Program (CIP) Status Reports.

Regular Agenda.

12. Conduct a Public Hearing and Adopt an Ordinance to Amend the Sign Plan for PD Planned Development No. 99. The Property is 63.24± Acres in the T.G. Kennedy Survey, Abstract No. 500, Michael See Survey, Abstract No. 543, and the Rufus Sewell Survey, Abstract No. 875, City of Allen, Collin County, Texas; Located Southwest of Bethany Drive and US75. (Z-4/23/10-32) [Watter's Creek at Montgomery Farm]
13. Conduct a Public Hearing and Adopt an Ordinance Amending a Portion of Tract 7, in PD Planned Development No. 58, by Amending the Development Regulations and Adopting a Concept Plan for the Allen Independent School District Multipurpose Stadium. The Property is 67.115± acres Situated in the Lewis Wetsel Survey, Abstract No. 978, and the Henry Wetsel Survey, Abstract No. 1026, and Lot 2, Block A, Allen Educational Park, City of Allen, Collin County, Texas; Located West of Greenville Avenue Between Exchange Parkway and Rivercrest Boulevard. (Z-2/1/10-9) [Allen Independent School District Multipurpose Stadium]
14. Conduct a Public Hearing and Adopt an Ordinance to Create PD Planned Development No. 104 for CF Community Facilities for a Church. The Property is 6.962± Acres Situated in the Lewis Wetsel Survey, Abstract No. 978, and Being a Part of Fountain Park First Section, City of Allen, Collin County, Texas; Located at the Northeast Corner of Greenville Avenue and Rivercrest Boulevard. (Z-4/5/10-23) [Bethany Worship Center]

Other Business.

15. Calendar.

June 26 - Allen USA Celebration | Celebration Park | 4 to 11 p.m.

June 30 - Groundbreaking Ceremony for Fire Station No. 5 | McDermott Drive/Shallowwater Drive | 10 a.m.

July 5 - City Observance of Independence Day | City Hall Closed

16. 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.)

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, June 18, 2010, at 5:00 p.m.

Shelley B. George, City Secretary

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

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE: June 22, 2010

STAFF RESOURCE: Tim Dentler, Director of Parks and Recreation

ATTACHMENT

Proclamation

*Office of the Mayor
City of Allen*

Proclamation

WHEREAS, the City of Allen Parks and Recreation Department is dedicated to enhancing the quality of life for Allen residents through recreation programming, leisure activities and conservation efforts; and,

WHEREAS, parks, playgrounds, nature trails, open spaces, recreational centers, and historic sites make our City an attractive and desirable place to live, work, play and visit which contributes to our economic vitality; and,

WHEREAS, the Allen Parks and Recreation staff are members of the National Parks and Recreation Association which engages in special efforts, during the month of July, to inform the public about the important role played by parks and recreation in contributing to the welfare of the community.

NOW, THEREFORE, I, STEPHEN TERRELL, MAYOR OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, do hereby proclaim July 2010 as:

“PARKS AND RECREATION MONTH”

in Allen, Texas, and I urge all citizens to take cognizance of this event and participate in all the events related thereto in this community.

Stephen Terrell, MAYOR

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

June 22, 2010

ATTACHMENT

Minutes

ALLEN CITY COUNCIL

REGULAR MEETING

JUNE 8, 2010

Present:

Stephen Terrell, Mayor

Councilmembers:

Debbie Stout, Mayor Pro Tem
Ross Obermeyer
Joey Herald
Robin L. Sedlacek
Gary L. Caplinger
Jeff McGregor

City Staff:

Peter H. Vargas, City Manager (absent)
William S. Rushing, Chief of Police, Acting City Manager
Shelley B. George, City Secretary
Pete Smith, City Attorney

Workshop Session

With a quorum of the Councilmembers present, the Workshop Session of the Allen City Council was called to order by Mayor Terrell at 6:06 p.m. on Tuesday, June 8, 2010, in the Council Conference Room of the Allen City Hall, 305 Century Parkway, Allen, Texas. The following items were discussed:

- Presentation of Public Art Committee's Recommendation of the Public Art Proposal for City Hall

At 6:17 p.m., Mayor Terrell moved the Workshop to the Council Chambers to accommodate the number of attendees for the following item:

- Briefing regarding K2 and Salvia Divinorum Salvia

With no further discussion, the Workshop Session of the Allen City Council was adjourned at 6:55 p.m. on Tuesday, June 8, 2010.

Call to Order and Announce a Quorum is Present

With a quorum of the Councilmembers present, the Regular Meeting of the Allen City Council was called to order by Mayor Terrell at 7:12 p.m. on Tuesday, June 8, 2010, in the Council Chambers of the Allen City Hall, 305 Century Parkway, Allen, Texas.

Pledge of Allegiance

Election of Mayor Pro Tem

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Mayor Terrell called for nominations from the Council for the position of Mayor Pro Tem.

Councilmember Obermeyer nominated Councilmember Stout with a second by Councilmember Sedlacek.

With no other nominations offered, Mayor Terrell closed the call for nominations. Councilmember Stout was elected as Mayor Pro Tem by a vote of seven (7) for and none (0) opposed.

Public Recognition

Mayor Terrell moved to Agenda Item 2.

2. Presentation of a Blue Star Flag to Families of Allen Service Personnel Currently Deployed by the U.S. Armed Forces.

- Bethany Marie Brezik, spouse of Specialist Paul Aaron Brezik of the United States Army B Company 72nd STB.

3. Recognition of the Election Clerks from the May 8, 2010, City of Allen General Election.

Mayor Terrell presented certificates to Margaret Miller, Molly Phillips, Carol Barkley, Joyce Booe, Brenda Kiser, Don Phillips, Marian Ulibarri, and Faith Younse.

Mayor Terrell and the Allen City Council recognized Margaret Miller with a plaque of Outstanding Achievement for over 40 years of service to Allen voters as an Election Judge and Election Clerk.

1. Citizens' Comments.

The following individuals spoke in support of the Jabary Mediterranean:

Joshua Christian Alamo, 301 N. Greenville Ave #188, Allen, Texas;
Mike Jabary, 206 N. Greenville, Allen, Texas;
John Cloke, 804 New England Court, Allen, Texas;
Bob Brown, 1500 Jupiter Road Apt. 1607, Allen, Texas.

The following individuals requested the City Council not ban the sale of K2:

Timothy Young, 859 W. Forest Grove, Allen, Texas;
Alex Vester, 800 Meadowgate Drive, Allen, Texas;
Daniel James Bonum, 911 Rivercrest, Allen, Texas;
Mike Busalacchi, 608 Harvest Mountain Court, Allen, Texas.

The following individuals expressed opposition to the sale of K2 and/or Salvia Divinorum Salvia in the City of Allen:

Wilma Hendrick, 1110 Sandy Creek Drive, Allen, Texas;
Jim Hendrick, 1110 Sandy Creek Drive, Allen, Texas;
Ambrey Samples, 505 E. Exchange Parkway #3101, Allen, Texas;
Dustin Bates, 1303 Creekwood Ct., Allen, Texas;
Fred Hebert, 3104 Almeta Lane, McKinney, Texas;
Jean Mills, 1500 S. Jupiter Rd. #1401, Allen, Texas;
Michael Oliver, 828 Weeping Willow Court, Allen, Texas;
Gaye Oliver, 828 Weeping Willow Court, Allen, Texas;
Betsey (no last name provided), lives in Maxwell Creek area, Allen, Texas;

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Truitt Henson, 725 Lending Lane, Allen, Texas;
Steven Mills, 301 S. Jupiter Road #114, Allen, Texas.

Consent Agenda

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

2. **Approve Minutes of the May 25, 2010, Regular Meeting.**
3. **Motion to Approve Third and Final Reading of Ordinance No. 2910-5-10 Renewing the Term of an Electric Franchise Agreement Granted to Grayson-Collin Electric Cooperative, Inc. for an Additional Five (5) Years, Amending the Definition of Gross Revenue and Providing New Language for the Compensation of Costs Associated with the Relocation of Electric Facilities in Accordance with State Law.**

ORDINANCE NO. 2910-5-10: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, RENEWING THE FRANCHISE AGREEMENT GRANTED TO GRAYSON-COLLIN ELECTRIC COOPERATIVE, INC. FOR AN ADDITIONAL 5 YEARS; AMENDING THE DEFINITION OF GROSS REVENUE AND PROVIDING NEW LANGUAGE FOR THE COMPENSATION OF COSTS ASSOCIATED WITH THE RELOCATION OF ELECTRIC FACILITIES IN ACCORDANCE WITH STATE LAW; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

4. **Adopt an Ordinance Authorizing the City Manager to Amend the Code of Ordinances, Chapter 9 – Motor Vehicles and Traffic, Section 9-137(b), in Order to Establish a School Zone for Cheatham Elementary.**

ORDINANCE NO. 2915-6-10: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING SECTION 9-137(b) OF THE CODE OF ORDINANCES TO DESIGNATE BRAY CENTRAL DRIVE FROM 200 FEET NORTH OF EVERGLADES DRIVE TO 200 FEET SOUTH OF BLANCO DRIVE, BRAY CENTRAL DRIVE FROM 200 FEET NORTH OF HOPEWELL DRIVE TO 270 FEET SOUTH OF HOPEWELL DRIVE, EVERGLADES DRIVE FROM 200 FEET WEST OF BRAY CENTRAL DRIVE TO 200 FEET EAST OF BRAY CENTRAL DRIVE, HOPEWELL DRIVE FROM 150 FEET NORTH OF BLANCO DRIVE TO 200 FEET WEST OF BRAY CENTRAL DRIVE AND BLANCO DRIVE FROM BRAY CENTRAL DRIVE TO HOPEWELL DRIVE AS SCHOOL ZONES WITH A MAXIMUM PRIMA FACIE SPEED LIMIT OF TWENTY (20) MILES PER HOUR; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

5. **Adopt an Ordinance Abandoning Water Line, Fire Lane, Access, and Utility Easements for Allen Retail Center (Belz Mall).**

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ORDINANCE NO. 2916-6-10: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ABANDONING WATER LINE, FIRE LANE, ACCESS, AND UTILITY EASEMENTS DESCRIBED IN SECTION ONE; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, AS A QUITCLAIM DEED; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO COMPLETE ABANDONMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

6. **Authorize the City Manager to Execute a Contract with DMG Commercial Construction Services, Inc. in the Amount of \$298,548 for the Construction of the Police Dispatch Communications Center Project and Amend the Budget to \$599,000.**
7. **Authorize the City Manager to Approve the Purchase of Equipment for the Traffic Signal Resynchronization or Replacement Project from Siemens Industry, Inc. and from Iteris, Inc. for a Total Amount not to Exceed \$147,705.**
8. **Authorize the City Manager to Amend the Annual Unit Price Contract with Stripe-a-Zone for Thermoplastic Pavement Markings to Authorize Expenditures up to \$125,000.**

The motion carried.

Regular Agenda

9. **Conduct a Public Hearing and Adopt an Ordinance to Create PD Planned Development No. 103 for SC Shopping Center, and Adopt a Concept Plan for Cabela's by Rezoning 12± Acres from PD Planned Development No. 58, Tract 2A for LI Light Industrial and 1± Acres from PD Planned Development No. 73 for SC Shopping Center on Property Located South of Village Drive and West of Allen Station Parkway.**

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. 2917-6-10: 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 CHANGING THE ZONING OF A 14.0± ACRE TRACT OF LAND OUT OF THE L.K. PEGUES SURVEY, ABSTRACT NO. 702, THE F.C. WILMETH SURVEY, ABSTRACT NO. 999, AND THE HENRY WETSEL SURVEY, ABSTRACT NO. 1026, CITY OF ALLEN, COLLIN COUNTY, TEXAS; SAID TRACT BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, AND WHICH PROPERTY IS PRESENTLY ZONED "PD" PLANNED DEVELOPMENT NO. 58 "LI" LIGHT INDUSTRIAL AND "PD" PLANNED DEVELOPMENT NO. 73 "SC" SHOPPING CENTER TO "PD" PLANNED DEVELOPMENT NO. 103 "SC" SHOPPING CENTER; ADOPTING DEVELOPMENT REGULATIONS FOR SAID "PD" PLANNED DEVELOPMENT NO. 103 "SC" SHOPPING CENTER; ADOPTING A CONCEPT PLAN; ADOPTING A LANDSCAPE PLAN; ADOPTING BUILDING ELEVATIONS; ADOPTING A SIGN PLAN; ADOPTING AN OUTDOOR SALES/DISPLAY EXHIBIT; ADOPTING A LIGHTING EXHIBIT; ADOPTING A SCREENING EXHIBIT; ADOPTING A DOG KENNEL DETAIL; PROVIDING FOR A CONFLICT RESOLUTION CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE;

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

MOTION: Upon a motion made by Councilmember Caplinger and a second by Councilmember Obermeyer, the Council voted seven (7) for and none (0) opposed to adopt Ordinance No. 2917-6-10, as previously captioned, to create PD Planned Development No. 103, SC Shopping Center, and adopt a Concept Plan for Cabela's by rezoning 12.88± acres from PD Planned Development No. 58, Tract 2A for LI Light Industrial and 1.12± acres from PD Planned Development No. 73 for SC Shopping Center. The motion carried.

10. Motion to Confirm City Council Appointments to the Various Nominating Committees for the Appointment of Boards and Commissions for Fiscal Year 2010-11.

MOTION: Upon a motion made by Councilmember Herald and a second by Councilmember McGregor, the Council voted seven (7) for and none (0) opposed to confirm the appointments of Council members Obermeyer, Sedlacek and Caplinger to the Advisory Boards' and Quasi-Judicial Board's Nominating Committee, and the appointment of all members of City Council to the Corporation Boards' Nominating Committee, as recommended by Mayor Terrell. The motion carried.

Other Business

14. Calendar.

- June 13 –Flag Day Celebration, Allen Heritage Center
- June 14, 21 – Summer Sounds Concert Series, Joe Farmer Recreation Center Hillside Amphitheater, 7:00 p.m.
- June 26 – Allen USA/Celebration Park, 4 p.m.

15. Items of Interest.

- Council commended the Parks and Recreation Department for the successful dedication of Veterans Memorial located at Bethany Lakes Park.
- Council wished happy 18th birthday to Jordan Herald.

Executive Session

The Executive Session was not held.

16. Reconvene and Consider Action on Items Discusses during Executive Session.

Adjourn

MOTION: Upon a motion made by Mayor Pro Tem Stout and a second by Councilmember McGregor, the Council voted seven (7) for and none (0) opposed to adjourn the Regular Meeting of the Allen City Council at 8:34 p.m. on Tuesday, June 8, 2010. The motion carried.

**ALLEN CITY COUNCIL
REGULAR MEETING
JUNE 8, 2010**

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These minutes approved on the 22nd day of June, 2010.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE: June 22, 2010

SUBJECT: Adopt an Ordinance Renewing the Term of a Natural Gas Franchise Agreement Granted to Atmos Energy Corp. for an Additional Five (5) Years

STAFF RESOURCE: Wes Pierson, Assistant to the City Manager

PREVIOUS COUNCIL ACTION: Council Adopted Ordinance Number 2405-5-05 Granting Natural Gas Franchise Agreement to Atmos Energy Corp.

ACTION PROPOSED: Adopt an Ordinance Renewing the Term of a Natural Gas Franchise Agreement Granted to Atmos Energy Corp. for an Additional Five (5) Years

BACKGROUND

The initial term of the Atmos Franchise Agreement took effect on June 28, 2005. The Franchise Agreement states that the term of the agreement "shall be renewed for two additional terms of five (5) year each on the same terms and conditions as set forth (in the agreement)... unless either party provides 180 day written notice of intent to renegotiate the Franchise Agreement...".

Both the City and Atmos Energy are satisfied with the existing agreement and desire to renew the agreement in its current form for one (1) five (5) year term to expire on June 30, 2015 pursuant to Section 3 of the Franchise Agreement. The same terms and conditions of the Franchise Agreement that were adopted by Council upon passage of Ordinance No. 2405-5-05 shall remain in full force and effect.

STAFF RECOMMENDATION

Staff recommends Council adopt an Ordinance renewing the term of a natural gas Franchise Agreement granted to Atmos Energy Corp. for an additional five (5) years.

MOTION

I make a motion to adopt Ordinance No. _____ renewing the term of a natural gas Franchise Agreement granted to Atmos Energy Corp. for an additional five (5) years.

ATTACHMENT

Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN, COUNTY, TEXAS, RENEWING THE FRANCHISE AGREEMENT GRANTED TO ATMOS ENERGY CORPORATION FOR AN ADDITIONAL 5 YEARS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 28, 2005, the City Council of the City of Allen ("City") pursuant to Ordinance No. 2405-5-05 granted a gas franchise to Atmos Energy Corporation ("Company") to own, operate, and maintain a gas distribution system in the City; and,

WHEREAS, Company has been engaged in the gas distribution business in the State of Texas and the City of Allen and, in furtherance thereof, has constructed and maintained portions of its physical plant in the City; and,

WHEREAS, the first five-year term of the Franchise Agreement expires on June 30, 2010, and

WHEREAS, Section 3 of the Franchise Agreement provides for the renewal for two additional terms of five (5) years upon the expiration of the initial term, and the City and Company desire to renew the Franchise Agreement under the same terms and conditions for one (1) additional term of five years to expire on June 30, 2015; and,

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

SECTION 1. The City Council hereby agrees to renew the terms of the Existing Franchise Agreement for an additional five years to expire on June 30, 2015, pursuant to Section 3 of Franchise Agreement between the City and Company.

SECTION 2. That the terms and conditions of the Franchise Agreement adopted pursuant to Ordinance No. 2404-5-05 shall remain in full force and effect.

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance which shall remain in full force and effect.

SECTION 4. All provisions of the Ordinances of the City of Allen, Texas, in conflict with the provisions of this Ordinance, be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Ordinance 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 Code of Ordinances of the City of Allen, as previously amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 6. This ordinance shall take effect immediately from and after its passage and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 22nd DAY OF JUNE, 2010.

APPROVED:

Stephen Terrell, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
(PGS/JJG/44032/06-17-10)

Shelley B. George, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE: June 22, 2010

SUBJECT: Adopt an Ordinance Renewing the Term of a Natural Gas Franchise Agreement Granted to CoServ Gas for an Additional Five (5) Years

STAFF RESOURCE: Wes Pierson, Assistant to the City Manager

PREVIOUS COUNCIL ACTION: Council Adopted Ordinance Number 2404-5-05 Granting Natural Gas Franchise Agreement to CoServ Gas

ACTION PROPOSED: Adopt an Ordinance Renewing the Term of a Natural Gas Franchise Agreement Granted to CoServ Gas for an Additional Five (5) Years

BACKGROUND

The initial term of the CoServ Gas Franchise Agreement took effect on June 28, 2005. The Franchise Agreement states that the term of the agreement "shall be renewed for two additional terms of five (5) year each on the same terms and conditions as set forth (in the agreement)... unless either party provides 180 day written notice of intent to renegotiate the Franchise Agreement...".

Both the City and CoServ Gas are satisfied with the existing agreement and desire to renew the agreement in its current form for one (1) five (5) year term to expire on June 30, 2015 pursuant to Section 3 of the Franchise Agreement. The same terms and conditions of the Franchise Agreement that were adopted by Council upon passage of Ordinance No. 2404-5-05 shall remain in full force and effect.

STAFF RECOMMENDATION

Staff recommends Council adopt an Ordinance renewing the term of a natural gas Franchise Agreement granted to CoServ Gas for an additional five (5) years.

MOTION

I make a motion to adopt Ordinance No. _____ renewing the term of a natural gas Franchise Agreement granted to CoServ Gas for an additional five (5) years.

ATTACHMENT

Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN, COUNTY, TEXAS, RENEWING THE FRANCHISE AGREEMENT GRANTED TO COSERV GAS, LTD FOR AN ADDITIONAL 5 YEARS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 28, 2005, the City Council of the City of Allen ("City") pursuant to Ordinance No. 2404-5-05 (the "Franchise Agreement") granted a gas franchise to CoServ Gas, Ltd ("Company") to own, operate, and maintain a gas distribution system in the City; and,

WHEREAS, Company has been engaged in the gas distribution business in the State of Texas and the City of Allen and, in furtherance thereof, has constructed and maintained portions of its physical plant in the City; and,

WHEREAS, the first five-year term of the Franchise Agreement expires on June 30, 2010, and

WHEREAS, Section 3 of the Franchise Agreement provides for the renewal for two additional terms of five (5) years upon the expiration of the initial term, and the City and Company desire to renew the Franchise Agreement under the same terms and conditions for one (1) additional term of five years to expire on June 30, 2015; and,

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

SECTION 1. The City Council hereby agrees to renew the terms of the Existing Franchise Agreement for an additional five years to expire on June 30, 2015, pursuant to Section 3 of Franchise Agreement between the City and Company.

SECTION 2. That the terms and conditions of the Franchise Agreement adopted pursuant to Ordinance No. 2404-5-05 shall remain in full force and effect.

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance which shall remain in full force and effect.

SECTION 4. All provisions of the Ordinances of the City of Allen, Texas, in conflict with the provisions of this Ordinance, be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Ordinance 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 Code of Ordinances of the City of Allen, as previously amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 6. This ordinance shall take effect immediately from and after its passage and Company's written notification to the City indicating acceptance of this ordinance, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 22nd DAY OF JUNE, 2010.

APPROVED:

Stephen Terrell, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
(44031/06-17-10)

Shelley B. George, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: June 22, 2010

SUBJECT: Adopt a Resolution Approving an Amended Investment Policy Governing the Investment of Municipal Funds

STAFF RESOURCE: Kevin Hammeke, Finance Director

PREVIOUS COUNCIL ACTION: The Investment Policy was previously approved at the May 26, 2009 City Council meeting with the adoption of Resolution No. 2829-5-09(R)

ACTION PROPOSED: Adopt a Resolution Approving an Amended Investment Policy Governing the Investment of Municipal Funds

BACKGROUND

The City Council previously re-adopted the Investment Policy at their May 26, 2009 meeting. Since that time, staff has rarely received investment bids from two of the New York brokers. Staff is removing the two New York brokers and substituting them with Stifel Nicolaus & Co., Inc. (Dallas) and FTN Financial (Tennessee) who have requested that they be added to the Broker/Dealer, Financial Institution, Banks, and Investment Pool list. State law requires the governing body approve the list of brokers, dealers, financial institutions, and investment pools. State law also requires annual re-adoption of the policy.

An additional change to the policy includes a short paragraph related to “transaction bids” being received orally, in writing, or electronically. Staff currently utilizes all three methods and the policy should reference the allowable methods of receiving the investment bids.

STAFF RECOMMENDATION

Staff recommends approval of the amended Investment Policy.

MOTION

I make a motion to adopt Resolution No. _____ approving an amended Investment Policy governing the investment of municipal funds.

ATTACHMENT

Investment Policy June 22, 2010
Resolution

EXHIBIT A

CITY OF ALLEN, TEXAS

INVESTMENT POLICY

June 22, 2010

INTRODUCTION

The purpose of this document is to set forth specific investment policy and strategy guidelines for the City of Allen in order to achieve the goals of safety, liquidity, yield and public trust for all investment activity. This policy serves to satisfy the statutory requirement (specifically the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended, [the "Act"]) to define, adopt and review a formal investment strategy and policy.

INVESTMENT STRATEGY

The City of Allen maintains portfolios which utilize four specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios. Preservation and safety of principal shall be the foremost investment objective in each of the portfolios. Liquidity is the second objective. Its importance to each fund group is emphasized in the following paragraphs. Yield and diversification shall also be a consideration and shall be in compliance with the guidelines set forth in the Investment Policy.

- A. Investment strategies for operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short-to-medium term securities which will complement each other in a laddered or barbell maturity structure.
- B. Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. If the annual debt service obligation is covered, then securities may be purchased that have a stated final maturity date which exceeds the debt service payment date.
- C. Investment strategies for reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate fund from securities with a low to moderate degree of volatility. Securities should be of high quality and, except as may be required by any bond ordinance specific to an individual issue, of intermediate to longer-term maturities.
- D. Investment strategies for special projects or special purpose fund portfolios shall have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date.

INVESTMENT POLICY

I. SCOPE

This investment policy applies to all financial assets of the City of Allen. The funds included are:

- General Fund
- Enterprise Funds
- Debt Service Funds
- Special Revenue Funds
- Capital Projects Funds
- Internal Service Fund
- Trust and Agency Funds

II. OBJECTIVES

The City of Allen shall manage and invest its cash with the four objectives listed in priority order: Safety; Liquidity; Yield and Public Trust. Safety of principal invested is always the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with State and Local law.

SAFETY

The primary objective of the City's investment activity is preservation of capital. Each investment transaction shall be conducted in a manner to avoid capital losses.

LIQUIDITY

The City's investment portfolio shall remain sufficiently liquid to enable the City to meet operating requirements that may be reasonably anticipated. To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than five years from the date of purchase.

YIELD

The investment portfolio shall be designed with the objective of regularly exceeding the average rate of return on a six month U.S. Treasury Bill. The City's investment risk constraints and cash flow needs shall be taken into consideration.

PUBLIC TRUST

All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transaction which might impair public confidence in the City's ability to govern effectively.

III. RESPONSIBILITY AND CONTROL

DELEGATION OF AUTHORITY AND TRAINING

Authority to manage the City's investment program is derived from a resolution of the City Council. The Finance Director is designated as the primary investment officer of the City. The Assistant Finance Director is designated as secondary investment officer in the absence of the Finance Director. The Finance Director shall establish written procedures for the operation of the investment program, consistent with this investment policy. Procedures shall include reference to safekeeping, banking service contracts and collateral. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Director. The Finance Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

The investment officers shall attend at least one training session relating to the officers' responsibility under the Act within 12 months after taking office or assuming duties.

PRUDENT INVESTOR RULE

The standard of prudence to be applied by the investment officer shall be the "prudent investor" rule which states: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- A. the investment of all funds, or funds under the entity's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
- B. whether the investment decision was consistent with the written investment policy of the entity.

ETHICS AND CONFLICTS OF INTEREST

City staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. City staff shall disclose to the City Manager any material financial interest in financial institutions that conduct business with the City.

An investment officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement with the City Manager disclosing that personal business interest.

LIABILITY

Investment and management staff acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of the securities are carried out in accordance with the terms of this policy.

INVESTMENT SAFEGUARDS

CASH FLOW: Investment staff of the City will maintain a cash flow analysis which identifies the present and future cash requirements. The investment portfolio (utilizing the cash flow analysis) will be structured such that the selling of securities prior to maturity for the purpose of meeting daily cash needs would be on an exception basis only.

SEPARATION OF DUTIES: Investment staff of the City will be responsible for maintaining the cash flow analysis, determining the amount eligible for investment, and all other administrative duties necessary in executing and tracking the investments. Finance management staff will be responsible for the actual investment decisions.

INTERNAL CONTROL:

The Finance Director shall establish an annual process of independent review by an external auditor in conjunction with the annual audit. This review will provide internal control by assuring compliance with policies and procedures.

IV. INVESTMENT PORTFOLIO

RISK AND DIVERSIFICATION

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification which shall be achieved by the following general guidelines:

- A. risk of issuer default is controlled by limiting investments to those instruments allowed by the Act, which are described herein;
- B. risk of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity sector, limitation of average maturity of operating funds investments to less than 18 months, and avoidance of over-concentration of assets in specific instruments other than U.S. Treasury Securities and authorized investment pools.
- C. risk of illiquidity due to technical complications shall be controlled by the selection of securities dealers as described herein.
- D. Concentration of credit risk is controlled by limiting the amount of investment with a single issuer with the exception of State approved investment pools and U.S. Government Securities.

- E. Custodial credit risk is minimized by requiring pledged securities to be in the name of the City.

AUTHORIZED INVESTMENTS

Assets of the City may be invested in the following instruments if deemed an authorized investment pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended:

- A. obligations of the United States of America, its agencies and instrumentalities;
- B. direct obligations of the State of Texas or its agencies and instrumentalities;
- C. collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
- D. other obligations, the principal and interest of which are unconditional guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or the respective agencies and instrumentalities;
- E. obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
- F. certificates of deposits and share certificates meeting the requirements of the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended (the "PFIA"), (i) that are issued by a depository institution that has its main office or a branch office in the state of Texas, that are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, or are secured as to principal in the name of or benefit of the City by obligations that are described in A through E above or an irrevocable standby letter of credit from the Federal Home Loan Bank of Dallas for the benefit of the City. All pledged securities acceptable pursuant to state law or letters of credit shall have a market value of at least 103% of the original price;
- G. Public Funds Investment pools in the State of Texas which follow practices allowed by the current law and whose investments may consist of CD's, U.S. Treasuries, U.S. Government Agency Securities, U.S. Government Sponsored Corporation's Instruments, Commercial Paper, Repurchase Agreements, or other investment instruments permitted by law.
- H. Collateralized Repurchase Agreements that are contractual agreements between the City and commercial banks, trust companies, state or federally chartered savings and loan associations, and federally chartered savings banks. The Repo issuer sells acceptable securities to the City and, in turn, the City agrees to resell

the securities on a specific date at a specified amount (original cost plus interest). Repurchase agreements are required to be backed by acceptable collateral securities in the name of or benefit of the City and have a market value of at least 103% of the original purchase price.

- I. Commercial Paper, Banker's Acceptances, and Guaranteed Investment Contracts that have met all requirements of state law, including ratings, term, and security.

The following is the maximum goal for various types of authorized deposits (shown as a percentage of total investments) for each type of investment. The percentages are based mainly on the safety and liquidity of the investment and to obtain the overall highest rate of return with appropriate risk for the City.

A. Collateralized Certificates of Deposits (CD's):	40%
B. Collateralized Repurchase Agreements:	30%
C. U.S. Treasury Obligations:	100%
D. Municipal Investment Pool (MIP):	100%
E. Commercial Bank Savings Accounts:	15%
F. U.S. Government Agency Securities: non-callable	100%
G. U.S. Government Agency Securities: callable	70%
H. U.S. Government Sponsored Corporation's Instruments: non-callable	75%
I. U.S. Government Sponsored Corporation's Instruments: callable	70%
J. Commercial Paper:	20%
K. Banker's Acceptances:	10%
L. Guaranteed Investment Contracts:	25%
M. State or Local Governmental Obligations:	30%

TERM OF INVESTMENTS

The maximum term of any investment may not exceed five (5) years.

TRANSACTION BIDS

Transaction bids may be obtained orally, in writing, electronically, or in any combination of these methods.

TRANSACTION SETTLEMENTS

The settlement of all transactions, except investment pool funds and mutual funds, shall be on a delivery versus payment basis.

V. REPORTING

The Finance Director shall submit a signed quarterly investment report to the

City Council that contains the information required by the Public Funds Investment Act including but not limited to:

- A. describing in detail the investment position of the entity on the date of the report;
- B. stating the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested;
- C. stating the maturity date of each separately invested asset that has a maturity date; and
- D. stating the compliance of the investment portfolio of the City as it relates to the investment strategy stated in the City's Investment Policy.

VI. SELECTION OF BROKERS AND SECURITY DEALERS

For brokers and dealers of government securities the City may select only those dealers reporting to the Market Reports Division of the Federal Reserve Board of New York also known as the "Primary Government Security Dealers," unless a comprehensive credit and capitalization analysis reveals that other firms are adequately financed to conduct public business. Investment officials shall not knowingly conduct business with any firm with whom public entities have sustained losses on investments. All securities dealers shall provide the City with references from public entities which they are currently serving. The city shall review the list of brokers on an annual basis pursuant to Section 2256.025 of the Public Funds Investment Act.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the following as appropriate:

- A. audited financial statements
- B. proof of National Association of Securities Dealers (NASD) certification
- C. proof of state registration
- D. certification of having read the City's Investment Policy signed by a registered principal of the organization
- E. acknowledgement that the organization has implemented reasonable procedures and control in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization.

The list of brokers/dealers, financial institutions, banks, and investment pools shown are authorized to conduct investment business with the City.

VII. INVESTMENT POLICY ADOPTION

The City of Allen Investment Policy shall be adopted by resolution of the City Council. The City Council shall review this Investment Policy and investment strategies annually and any modifications made thereto must be approved by the City Council.

Authorized Broker/Dealers, Financial Institutions, Banks, and Investment Pools

Coastal Securities
Tony D. Sekaly
5555 San Felipe, Suite 2200
Houston, TX 77055
800-681-4121
713-435-4534 Fax
tony.sekaly@coastalsecurities.com
tds@coastalsecurities.com
[Therese Gillis](mailto:Therese.Gillis@coastalsecurities.com)
htj@coastalsecurities.com

Gilford Securities
Steve Neri
2020 Main Street, Suite 650
Irvine, CA 92614
800-540-7000
949-852-7002 Fax
Steve.Neri@gilfordsecurities.com
s.neri@gilfordsecurities.com
steveneri@gilfordsecurities.net
stevewalker@gilfordsecurities.net

Dianne Parker
Texpool Participant Services
c/o Federated Investors
1001 Texas Ave, 14th Floor
Houston, TX 77002
866-839-7665
Fax 866-839-3291
dparker@federatedinv.com

Raymond James Financial Services, Inc.
Jamie Richardson, CPR Principal
1309 W. 15th St., Suite 400
Plano, TX 75075
972-398-3472
972-578-5000 ext 7410
972-801-9719 Fax
jamie.richardson@raymondjames.com
www.viewpointbank.com/invest

Capital One, N.A.

Wendy Wong-Majors, VP Public Funds
600 N. Pearl St., STE 2500
Dallas, Texas 75201
214-855-1611
800-562-9007
Fax: 972-822-3910
Wendywong-majors@capitalonebank.com

First Public, LLC
Trent Toon
800-558-8875 Toll Free
512-467-3695 Direct
512-452-7842 Fax
7620 Guadalupe
Austin, Texas 78752
Trent.Toon@firstpublic.com

Viewpoint Bank
Patti McKee, Exec. VP, CFO
Michael Martin, Treasury Sales Officer
Kari Anderson, Controller
321 E. McDermott
225 S. Custer Rd.
Allen, Texas
1-800-578-9009 469-467-1004 (fax)
972-578-5000
Michael 972-801-5884 (direct)
Michael 469-467-1043 (fax)
patti.mckee@viewpointbank.com
kari.anderson@viewpointbank.com
michael.martin@viewpointbank.com

American National Bank
Colleen Biggerstaff, Banking Supervisor
Tammy Hoggatt
720 S. Greenville Ave.
Allen, Texas
972-727-5785 ext 5929
214-863-5929
214-863-6179 (fax)
colleenbiggerstaff@anbtx.com

Lone Star Investment Pool
First Public, LLC
Trent Toon

Authorized Broker/Dealers, Financial Institutions, Banks, and Investment Pools

800-558-8875 Toll Free

512-467-3695 Direct

512-452-7842 Fax

7620 Guadalupe

Austin, Texas 78752

Trent.Toon@firstpublic.com

Cathay Bank-Dallas Region

Esau C. Liu, First Vice President &
Regional Manager

4100 Legacy Dr., Suite 403

Plano, Texas 75024

214-228-2658 (cell)

972-618-2000 (office)

972-618-7345 (fax)

esau_liu@cathaybank.com

RBC Dain Rauscher

Philip Smith

Institutional Fixed Income

Cityplace, suite 2500

2711 N Haskell Avenue

Dallas, TX 75204

866-410-5833

214-989-1423

Fax 866-958-1640

philip.smith@rbccm.com

Michael B. Bell

First Vice President

Stifel Nicolaus & Company, Incorporated

Fixed Income Institutional Sales

5956 Sherry Lane, Suite 875

Dallas, TX 75225

Phone: (214) 706-9469

Phone: (866) 779-2415

Fax: (214) 368-4292

Bell, Michael (Dallas) [bellm@stifel.com]

Comerica Securities, Inc.

Chris Theut, Institutional Sales

201 W. Fort St. 3rd Floor

MC 3089

Detroit, MI 48226

313.222.0048

800.327.7058 Toll Free

313.964.2743 Fax

ctheut@comerica.com

Legacy Texas Bank

Jennifer Moss

5000 Legacy Drive, Ste 120

Plano, TX 75024

972 461-7055

Jennifer.moss@legacytexas.com

Wells Fargo Brokerage Services, LLC

Susan T. Ward (Dallas) MAC TS303-028

Huey Scott

1445 Ross Avenue, Suite 210

Dallas, TX 75202

1-800-937-0998 (Dallas)

214-740-1586 (Susan phn) 214-740-9990 (fax)

214-777-4018 Chuck phn) “ “ “

214-777-4033 (Huey phn)

wardst@wellsfargo.com

Chuck.landry@wellsfargo.com

Huey.H.Scott@wellsfargo.com

Texas Security Bank

Nicki Davis, Asst VP

Treasury Management

1212 Turtle Creek Blvd

Dallas, TX 75207

469-398-4827 Direct.Cell.Fax

214-571-9595 Main

Nicki.davis@TexasSecurityBank.com

First Southwest Asset Management Inc.

TexSTAR, Mary Ann Dunda

325 North St. Paul Street, Suite 800

Dallas, TX 75201

1-800-839-7827 214-953-4086

214-953-8878 Fax

mdunda@firstsw.com

Authorized Broker/Dealers, Financial Institutions, Banks, and Investment Pools

Zions First National Bank-
Capital Markets
Kathleen Sullivan, AVP
One South Main Street, 17th Floor
Salt Lake City, UT 84111
801-524-4819
801-524-4659 Fax
jump@bloomberg.net

Ned Boyer, Senior Vice-President
FTN Financial
845 Crossover Lane, Suite150
Memphis, TN 38117
901-435-8915
800-934-8915
901-435-8776 (fax)
901-412-7298 (cell)
Ned.boyer@ftnfinancial.com

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING AN AMENDED POLICY FOR THE INVESTMENT OF MUNICIPAL FUNDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 2256 TEX. GOV'T CODE requires the City Council to annually review its Investment Policy regarding the investment of City funds and funds under its control; and,

WHEREAS, the City Council re-adopted the Investment Policy on May 27, 2008 and May 26, 2009; and,

WHEREAS, the Investment Policy attached as Exhibit "A" has been reviewed and includes amendments since the re-adoption on May 26, 2009.

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

SECTION 1. The Investment Policy attached hereto as Exhibit "A" ("Investment Policy") and made a part hereof for all purposes, has been reviewed and includes any amendments thereto, is hereby adopted as the Investment Policy of the City of Allen as required by Chapter 2256 of the Texas Government Code.

SECTION 2. This resolution shall take affect upon its adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 22ND DAY OF JUNE, 2010.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE: June 22, 2010

SUBJECT: Authorize the City Manager to Execute an Annual Contract with G&K Services to Provide Rental of Work Uniforms for the City of Allen for an Estimated Annual Expenditure Not to Exceed \$65,000 with Two One-Year Options to Renew

STAFF RESOURCE: Debra Morris, CPPO Purchasing Manager

PREVIOUS COUNCIL ACTION: January 2004, the City Council approved Resolution No. 2258-1-04, authorizing the City Manager to purchase various commodities through the Texas Local Government Purchasing Cooperative

ACTION PROPOSED: Authorize the City Manager to Execute an Annual Contract with G&K Services to Provide Rental of Work Uniforms for the City of Allen for an Estimated Annual Expenditure Not to Exceed \$65,000 with Two One-Year Options to Renew

BACKGROUND

The City of Allen's is currently under contract for uniform services with G&K. G&K has provided excellent services to the City of Allen for two years in delivering quality product while meeting the needs of the various departments that are served. The Texas Association of School Boards / Buyboard Cooperative Purchasing has entered into a new contract with G&K Services at newly discounted rates. The new contract with G&K Services will begin on June 23, 2010 effective through June 22, 2011, renewable annually for up to three years upon mutual agreement of the City of Allen and G&K Services, term expiration on June 22, 2013. The contract will provide services that meet or exceed the City's needs and provide the best value to the City of Allen resulting in a savings for this service.

BUDGETARY IMPACT

Annual uniform rental services expenditures are included in the FY09/10 approved budget.

STAFF RECOMMENDATION

Staff recommends approval of an annual contract for the rental of work uniforms for various departments with G&K Services with two one-year options to renew with an estimated annual amount not to exceed \$65,000.

MOTION

I make a motion to authorize the City Manager to execute an annual contract with G&K Services to provide rental of work uniforms for the City of Allen for an estimated annual expenditure not to exceed \$65,000, effective June 23, 2010 with two one-year options to renew.

ATTACHMENT

Agreement for Rental of G&K Uniform Services

STATE OF TEXAS § AGREEMENT FOR RENTAL OF WORK UNIFORMS
COUNTY OF COLLIN §

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

Recitals:

WHEREAS, the City desires to award a contract for the rental of work uniforms and accessories from G&K Services in accordance with the Texas Buyboard Local Government Purchasing Cooperative Contract hereto attached as Exhibit "A" and;

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

WHEREAS, the City in compliance with Chapter 271.001 TEX. LOC. GOV'T CODE has satisfied state law requiring the City to competitively bid for the purchase of goods and services by purchasing such goods and services through the Cooperative; and

WHEREAS, G&K Services has been awarded the proposal #340-10 for the Rental of Uniforms & Accessories;

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

Article I
Term

The term of this Agreement shall begin on the date of execution hereof (the "Effective Date") and continue until June 22, 2011, unless earlier terminated as provided herein (the "Initial Term"). City maintains the right to renew this Agreement for up to two (2) additional renewal terms of one (1) year at the City's sole discretion, the first renewal term beginning on June 23, 2011. The City may exercise its right to renew this Agreement by providing Contractor written notice thereof thirty (30) days prior to the expiration of the Initial Term or renewal term, as the case may be.

Article II
Contract Documents

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

- A. This Agreement;
- B. Texas Buyboard Local Government Purchasing Cooperative (“Specifications & Response”).

Article III Scope of Services

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

Article IV Schedule of Work

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

Article V Compensation and Method of Payment

5.1 Charges. City shall compensate Contractor for the Services, including all labor, materials, equipment and supplies as provided in Exhibit “A.” The total compensation to Contractor shall not exceed **\$65,000.00 (sixty-five thousand dollars and no/100/cents)** during the Initial Term or any renewal term under this Agreement. Contractor shall provide the City with written invoices on a monthly basis describing the work and services performed as provided in Exhibit “A.” Upon approval, City shall compensate Contractor as provided herein and in Exhibit “A” with the payment term being net 30 days after the date the City is delivered a written invoice for Services completed.

Article VI Notice to Proceed

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

Article VII Suspension of Work

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

Article VIII Devotion of Time; Personnel; and Equipment

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

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

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

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

Article IX Availability of Funds

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

Article X Termination

This Agreement may be terminated by:

- (a) by mutual written agreement of the parties;

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

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

11.3 All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent

rating service, or approved by the City Risk Manager. (d) A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

Article XII

Miscellaneous

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

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

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

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

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

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

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

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

If intended for City:

City of Allen, Texas.
Attn: City Manager
Allen Civic Plaza
305 Century Parkway
Allen, Texas 75013
Facsimile: _____

with copy to:

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

If intended for Contractor:

Facsimile: _____

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

12.15 Uniforms. Contractor shall provide and require its employees to wear a uniform that bears the company name, logo, and the employee's name. Uniforms are not to be dirty, stained, or torn. Uniforms shall be worn at all times while on the job. 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 _____, 2010.

CITY OF ALLEN

By: _____
PETER H. VARGAS, CITY MANAGER

Allen Civic Plaza
305 Century Parkway
Allen, Texas 75013

ATTEST

SHELLEY B. GEORGE, CITY SECRETARY

EXECUTED this _____ day of _____, 2010.

G&K Services

By: _____
Signature of Authorized Officer

Name: _____
Print Name

Title: _____

2504 Mustang Drive
Arlington, TX 76001

EXHIBIT A

Buyboard

Texas Local Government Purchasing Cooperative

Proposal & Contract



P.O. Box 400
Austin, Texas 78767-0400
512-467-0222
800-695-2919
Fax: 800-211-5454
www.buyboard.com

April 21, 2010

Sent Via E-mail: jroof@gksservices.com

James Roof
G & K Services
2504 Mustang Dr.
Arlington, TX 76001

Proposal Name & Number: Uniforms & Accessories for Various Areas #340-10

Dear James Roof:

Congratulations, your company has been successful on the above referenced proposal! This contract will be effective June 1, 2010.

To see the items your company has been awarded, please review the proposal tabulation #340-10 on the following website: www.vendor.buyboard.com. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Attached to this letter you will find the following documents:

- Vendor Quick Reference Sheet
- Electronic Catalog Format Instructions

Receipt of a purchase order directly from a Cooperative member is not within the guidelines of the coop. Accepting orders directly from member entities may result in a violation of the State of Texas competitive bid statute and cancellation of the proposal award. Therefore, all orders must be processed through the Cooperative in order to comply. We request your assistance in immediately forwarding by fax (1-800-211-5454) to the cooperative any orders received directly from member entities. If by chance an order sent directly to you has been unintentionally processed, please fax it to the Cooperative (1-800-211-5454) and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 60 days to submit their electronic catalog. If the electronic data is not provided within 60 days of notice of award, we reserve the right to inactivate any company's award information from the Buyboard until such time the electronic data is received.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact me at 512-467-0222, ext. 7127 or 1-800-695-2919.

Sincerely,

Melonie Perry
Bid Administrator





NOTICE OF PROPOSAL INVITATION

**Proposal Name: Uniforms & Accessories For
Various Areas**

Proposal Opening Date and Time:
January 27, 2010 @ 3:00 PM

Location of Proposal Opening:
Texas Association of School Boards
Cooperative Purchasing Department
12007 Research Blvd.
Austin, TX 78759

Proposal Number: 340-10

Board Meeting Date: April, 2010

**Contract Time Period: June 1, 2010 through
May 31, 2011 with two possible one-year
extensions.**

The undersigned authorized representative of the proposing company indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the proposing company indicated below, and
2. That he/she has carefully examined this Proposal Notice, the accompanying Proposal Forms (whether in printed or electronic form), and the General Terms and Conditions and Item Specifications associated with this Proposal Invitation, and acknowledges the right of the Cooperative to maintain facsimile signatures as originals, and
3. That he/she proposes to supply any products or services submitted under this Proposal Invitation at the prices quoted and in strict compliance with the General Terms and Conditions, and Item Specifications associated with this Proposal Invitation, unless any exceptions are noted in writing with this proposal response, and
4. That if any part of this proposal is accepted, he/she will furnish all products or services awarded under this proposal at the prices quoted and in strict compliance with the General Terms and Conditions, and Item Specifications associated with this Proposal Invitation, unless any exceptions are noted in writing with this proposal response, and
5. That any and all exceptions to the General Terms or Conditions of this proposal have been noted in writing in this proposal response, and that no other exceptions to the General Terms or Conditions will be claimed, and
6. That if any part of this proposal is accepted, he/she will satisfy the requirements identified in this Proposal Invitation related to (1) the submission of product information in electronic form for inclusion on the electronic catalog(s), (2) conducting business with Cooperative members and eligible nonprofit entities electronically, and (3) payment of a service fee in the amount of 2% of the dollar amount of purchase orders generated from any contract awarded under this Proposal Invitation.
7. It is the intent of the Cooperative to allow member entities to seek quotes through the BuyBoard from awarded vendors to achieve quantity discounts.
8. Pricing is guaranteed to be the best offered by the vendor to similar customers.
9. Awarded proposals will not be active on the BuyBoard until price sheets or catalogs are submitted in the proper format to be posted to the BuyBoard.

G&K Services, Inc.

Name of Proposing Company

5995 Opus Parkway

STREET Address

Minnetonka, MN 55343

City, State, Zip

952.912.5909

Telephone Number of Authorized Company Official

952.912.5993

Fax Number of Authorized Company Official

Date

Signature of Authorized Company Official

Michael McCabe

Printed Name of Authorized Company Official

Vice President, National Accounts

Position or Title of Authorized Company Official

41-0449530

Federal ID Number

RETURN THIS DOCUMENT (Forms A – K) IN SEALED PROPOSAL PACKAGE

Form A



VENDOR PURCHASE ORDER, RFQ, AND INVOICE RECEIPT OPTIONS

To help us ensure you receive orders from cooperative members in a timely manner, please indicate below the method of order transmission that you would prefer. Please complete this form and return it with your Invitation to Proposal. Orders will be available through one of two options:

Option 1: **Internet.** Vendors will need to have Internet access available to them and preferable an e-mail addresses so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to those vendors who choose this option to assist them with retrieving their orders.

Option 2: **Fax.** Vendors will need to have a designated fax line available at all times to receive purchase orders.

Company: G&K Services, Inc. Contact Name: James Roof

Please choose only one of the following options for receipt of purchase orders:

☒ I plan to use the Internet to retrieve purchase orders.

E-mail Address: jroof@gksservices.com

Internet Contact: jroof@gksservices.com Phone: 817.437.3728

Alternate E-mail Address: lcarter@gksservices.com

Alternate Internet Contact: lcarter@gksservices.com Phone: 480.286.4068

☐ I plan to receive purchase orders via fax.

Fax Number: _____

Fax Contact: _____ Phone: _____

Please indicate the e-mail address for receipt of RFQ (Request for Quotes):

E-mail Address: jroof@gksservices.com

Alternate E-mail Address: lcarter@gksservices.com

Please indicate the address and contact for receipt of invoices:

As part of any contract arising from this proposal, your company will be billed the two per cent (2%) service fee monthly. Please provide the following information regarding receipt of invoices that will be sent to your company for the fee:

Mailing address: 2504 Mustang Drive

Department: National Accounts

City: Arlington

State: TX

Zip Code: 76001

Contact Name: James Roof Phone: 817.437.3728

Fax: 480.491.1712 Email Address: jroof@gksservices.com

If you would prefer to receive invoices via e-mail, indicate e-mail address for invoices: jroof@gksservices.com



FELONY CONVICTION DISCLOSURE STATEMENT

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (1), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. A notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

☒ My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

☐ My firm is not owned or operated by anyone who has been convicted of a felony.

☐ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

1. _____

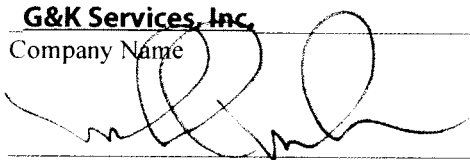
2. _____

3. _____

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

G&K Services, Inc.

Company Name


Signature of Authorized Company Official



OUT OF STATE CERTIFICATION

As defined by Texas House Bill 602, a "nonresident proposer" means a proposer whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

☐ I certify that my company is a "**Resident Proposer**":

Company Name

☒ I certify that my company qualifies as a "**Nonresident Proposer**"
(NOTE: You must furnish the following information:)

Indicate the following information for your "**Resident State**":
(The state your principal place of business is located in)

<u>G&K Services, Inc.</u>	<u>5995 Opus Parkway</u>	
Company Name	Address	
<u>Minnetonka</u>	<u>MN</u>	<u>55343</u>
City	State	Zip Code

- A. Does your "resident state" require proposers whose principal place of business is in Texas to underprice proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? ("Resident State" means the state in which the principal place of business is located.)
- ☐ Yes
☒ No
- B. What is the prescribed amount or percentage? \$ _____ or _____ %

By signature below, I certify that the above is true and correct and that I am authorized by my company to make such certifications.

G&K Services, Inc.
Company Name



Signature of Authorized Company Official



HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION

Proposing companies that have been certified as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

☐ I certify that my company has been certified as a Historically Underutilized Business (HUB) in the following categories: (Please check all that apply)

☐ **Minority Owned Business**

☐ **Small Business**

☐ **Women Owned Business**

Certificate Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a Historically Underutilized Business (HUB).

G&K Services, Inc.

Company Name

Signature of Authorized Company Official



DEVIATION & COMPLIANCE SIGNATURE FORM

If the undersigned proposer intends to deviate from the General Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The Cooperative will consider any deviations in its proposal award decisions, and the Cooperative reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the proposer assures the Cooperative of their full compliance with the General Terms and Conditions, Item Specifications, and all other information contained in this Proposal Invitation.

- ☐ No Deviations
☒ Yes Deviations

List any deviations your company is submitting below:

Rental Agreement Term is 36 months effective on the date executed by the individual entity. A price increase of 2% will be apply in the 2nd and 3rd years and will be effective on June 1 of each year. All garments will have the steam tunnel finish except for executive shirts & pants which are pressed. All garments can be pressed for the additional charge of \$0.25 each. There will be a design fee to create Direct Embroidery Logo. Direct embroidery \$6 per piece. There is a buy back charge for all direct embroidery garments and buy back on executive shirts and knit shirts with emblems at the current garment replacement cost. Minimum stop \$20. No charge for Prep, Emblems or name tags. No charge for environmental, waste water or energy charge (additional service charge). 10% up-charge on oversized garments.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Delivery Terms: ☒ FOB Destination (freight included in price) ☐ FOB Shipping Point (**deviation to specs**)
2. Shipping Via: ☐ Common Carrier ☒ Company Truck ☐ Other: _____
4. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other: _____
5. Number of Days for Delivery: 10 ARO
6. Vendor Reference/Quote Number: 264-07
7. State your return policy:

Return of garments upon termination of service or user unemployment
8. Are electronic payments acceptable to your company: ☒ Yes ☐ No

G&K Services, Inc.
Company Name

Signature of Authorized Company Official

DEALERSHIP LISTINGS

If your company has more than one location that will be servicing this contract, please list each location below. If additional sheets are required, please duplicate this form as necessary.

G&K Northwest Houston
7355 Denny
Houston, TX 77040
(713) 300-3100 (Ph)
(713) 300-3101 (Fax)
Russ Harsch – General Manager

G&K Amarillo
612 N Polk
Amarillo, TX 79101
(806) 341-6971 (Ph)
(806) 378-9644 (Fax)
Richard Ferguson – General Manager

G&K Houston
8404 Lawndale Ave
Houston, TX 77012
(713) 928-6567 (Ph)
(713) 928-5127 (Fax)
Russ Harsch – General Manager

G&K Bryan
3903 Elaine St
Bryan, TX 77808
(979) 778-0065 (Ph)
(979) 778-2258 (Fax)
Bryan Bear – General Manager

G&K La Feria
425 James Richard Closner, Ste A
La Feria, TX 78559
Mark Lewis – General Manager

G&K Austin
194 Park 35 Cove South
Buda, TX 78610
(512) 312-0849 (Ph)
(512) 312-0843 (Fax)
Mark Lewis – General Manager

G&K San Antonio
410 Probandt
San Antonio, TX 78204
(210) 225-3381 (Ph)
(210) 225-7644 (Fax)
Mark Lewis – General Manager

G&K Gulf Plains Region
7355 Denny St
Houston, TX 77040
(713) 300-3080 (Ph)
(713) 300-3081 (Fax)
Russ Harsch – General Manager

G&K Dallas
603 Airline Dr
Coppell, TX 75019
(972) 393-1764 (Ph)
(972) 956-9815 (Fax)
Dan Hake – General Manager

G&K Waco
710 Jewell Dr
Waco, TX 76712
(254) 776-5395 (Ph)
(254) 776-5565 (Fax)
Casey Edwards – Branch Manager

G&K Corpus Christi
2427 Rand Morgan Rd
Corpus Christi, TX 78419
(361) 242-1260 (Ph)
(361) 242-1047 (Fax)
Mark Lewis – General Manager

G&K East Texas
1204 Cherokee Trace
White Oak, TX 75693
(903) 297-1896 (Ph)
(903) 297-2781 (Fax)
Daniel Haislip – Branch Manager

G&K Beaumont
6650 Westwood, Suite C
Beaumont, TX 77701
(409) 861-1507 (Ph)
(409) 861-0732 (Fax)
Russ Harsch – General Manager

REGIONAL SERVICE DESIGNATION

The Local Government Purchasing Cooperative will assume that you will service cooperative members statewide unless you designate otherwise using this form!

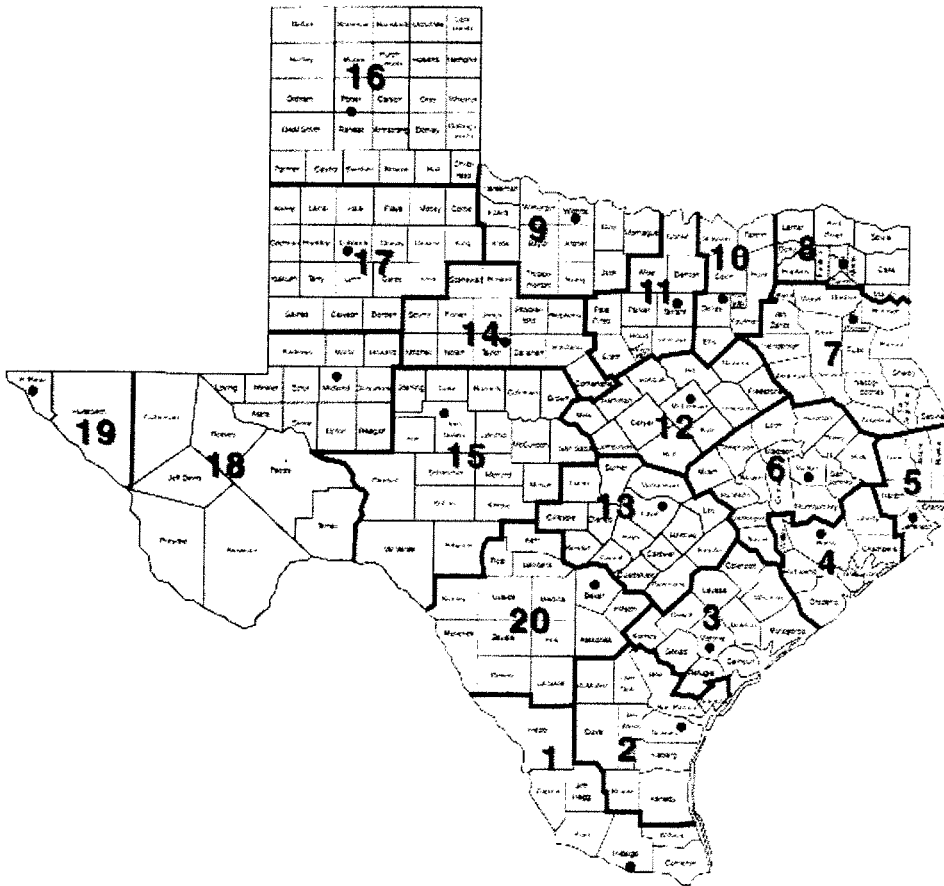
The Local Government Purchasing Cooperative (Cooperative) offers vendors the opportunity to service cooperative members statewide. If you do not plan to service all members of the cooperative statewide, you **MUST** indicate your intention by checking the specific regions you wish to serve on the checklist below.

Reminder: The Cooperative also assumes that you have included the cost of freight in your quoted price and that you will serve members statewide or in the specific regions you have checked without any additional charge for freight. If your quoted price does not include freight, or if you intend to charge additional freight for service to any region, you must specify and describe the freight terms as an exception to the terms and conditions on your Deviation//Compliance Signature Form.

Regional Education Service Centers

☐ I plan to service all members of the cooperative statewide.

Place an "X" in the Boxes next to the regions you wish to service if you are not going to service the contract statewide.



Region	Headquarters
X 1	Edinburg
X 2	Corpus Christi
X 3	Victoria
X 4	Houston
X 5	Beaumont
X 6	Huntsville
X 7	Kilgore
X 8	Mount Pleasant
X 9	Wichita Falls
X 10	Richardson
X 11	Fort Worth
X 12	Waco
X 13	Austin
X 14	Abilene
<input type="checkbox"/> 15	San Angelo
X 16	Amarillo
X 17	Lubbock
<input type="checkbox"/> 18	Midland
<input type="checkbox"/> 19	El Paso
X 20	San Antonio

G&K Services, Inc.

Company Name

Signature of Authorized Company Official



STATE SERVICE DESIGNATION

The Local Government Purchasing Cooperative (Cooperative) offers vendors the opportunity to service other governmental entities in the continental United States. If you do not wish to service the entire continental United States, you **MUST** indicate your intentions using the checklist provided below.

REMINDER: You can cite exceptions to the terms and conditions on your Deviation/Compliance Signature Form to control additional freight in other states. **Check the states you wish to serve:**

- | | |
|--|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> New York |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Mississippi | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Missouri | |
| <input type="checkbox"/> Montana | |

☒ I plan to service all states listed

This State Service Designation form will be used to ensure that you can service other governmental entities throughout the continental United States. Please sign to indicate that you understand your service commitments during the term of this contract.

G&K Services, Inc.

Company Name

Signature of Authorized Company Official



CONTRACT & PRICE/DISCOUNT COMPARISON FORM

The Local Government Purchasing Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in this proposal with prices/discounts offered to other governmental customers. Please respond to the following questions.

1. Provide the dollar value of sales to government entities at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 3-3.5 million. State beginning and ending of the 12-month period. January 2009 / December 2009. In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. Based on your written discounting policies are the discounts which you offer the Cooperative equal to or better than your best price offered to any customer acquiring the same items regardless of quantity or terms and conditions? YES ☒ NO ☐.
3. Based on your written discounting policies, provide information as requested for other governmental customers. The information should be provided in the chart below or in an equivalent format. Rows should be added to accommodate as many customers as required.

Purchasing Group	Discount	Quantity/Volume	FOB Term
1. Federal General Services Adm.			
2. TX Building & Procurement Comm.			
3. U.S. Communities Purchasing Alliance			
4. The Cooperative Purchasing Network			
5. Houston-Galveston Area Council			
6. Other:			

☒ MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS:

For all current Buyboard vendors, indicate below discount for current Buyboard contract, the proposed discount in this proposal and if any difference, please explain:

Current Discount: 15% Proposed Discount: 15%

Explanation:

For rental services discount is calculated in the contract price. There is no discount on rental catalog prices. For direct purchase services, Buyboard members receive 15% off catalog price.

By signature below, I certify that the above is true and correct and that I am authorized by my company to make such certifications.

G&K Services, Inc.

Company Name

Signature of Authorized Company Official



REFERENCE & PRICE/DISCOUNT INFORMATION

PART I: For proposal response to be considered each vendor must supply a minimum of five (5) references, preferably governmental entities in Texas. Please fill out all of the following information including existing price/discounts offered to each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in this proposal with prices/discounts offered to other governmental customers.

Entity Name	Contact	Phone#	Discount	Quantity/ Volume	FOB Term
1.	<u>See Attached References</u>				
2.					

Attach sheet(s) as necessary

Do any deviations from your written policies or standard governmental sales practices disclosed in the above chart ever result in better discounts (lower prices) than indicated? YES ☐ NO ☒. If YES, explain deviations: _____

PART II: For proposal response to be considered each vendor must submit their marketing strategy if awarded this proposal or a portion thereof. (Example: how will your company inform the Buyboard membership of your company's contract with the Buyboard initially and how will your company continue to support the Buyboard for the duration of the contract period?)
(Attach additional pages if necessary.)

G&K will implement Buyboard renewal as a new account by providing information to local sales teams. G&K will contact all members advising them of the partnership renewal and promote new offerings.

James Roof, National Accounts Executive, will continue as the single point of contact for Buyboard. James will hold quarterly business reviews with Buyboard management to discuss

By signature below, I certify that the above is true and correct and that I am authorized by my company to make such certifications.

G&K Services, Inc.

Company Name

Signature of Authorized Company Official

SOME OF G & K'S SATISFIED CUSTOMERS THAT ARE ALSO BUY BOARD
MEMBERS

*We encourage you to talk with our current customers; here are the names and phone numbers
of some of our references:*

Crandall Independent School District

*Alan Lovell
Maintenance and Transportation Director
300 Lewis St
Crandall, TX 75114
972-571-0164 (Cell)*

White Settlement Independent School District

*Lisa Hoover
Maintenance Supervisor
1313 Mary Kay Lane
White Settlement, TX 76108
817-367-1221*

Denton Independent School District

*Kathy Arrington
Director of Purchasing
1213 North Locust
Denton, TX 76208
940-369-0121*

Duncanville Independent School District

*Richard Morgan
Director of Purchasing
315 Crankshaft Drive
Duncanville, Texas 75116
972-708-2272*

**SOME OF G & K'S SATISFIED CUSTOMERS THAT ARE ALSO BUY BOARD
MEMBERS**

*We encourage you to talk with our current customers; here are the names and phone numbers
of some of our references:*

City of Denton

Tom Shaw
601 E Hickory St
Denton, TX 76205
940-349-7100

City of Sherman

Mary Ann Winkler
100 S. Rusk St.
Sherman, TX 75090
903-892-7215

City of Euless

Mike Lowry
1100 Central Dr
Euless, TX 76039
817-685-1447

City of Frisco

Jean Stellatella
6891 Main St.
Frisco, TX 75034
972-335-1695

Navarro County

Tim Easley
300 W. Third #10
Corsicana, TX 75110
903-654-3095

G&K Services
603 Airline Drive
Coppell, Texas 75019

www.gkservices.com
(972) 393-1764 Office
(972) 956-9815 Fax

Uniforms and Accessories for Various Areas (Purchase and Rental) -- Proposal #340-10
Catalog/Pricelist must be included with proposal

Item No.	Short Description	Full Description	State Catalog Name	State Discount From Catalog/Pricelist	Deviations or Exceptions from Discount
		NOTE: The following items are divided into three sections: <u>Section I</u> is for Performance Related Uniforms (<u>purchase</u>), <u>Section II</u> is for Work Related Uniforms (<u>purchase</u>) and <u>Section III</u> is for Work Related Uniforms and Industrial Products (rental)			
		SECTION I: PERFORMANCE RELATED UNIFORMS (PURCHASE)			
1	Band Uniforms	Band Uniforms and related supplies and accessories -- Please state your discount off catalog/pricelist (NOTE: the stated catalog/price list must be included with proposal or response will not be considered.)	n/a	n/a	n/a
2	Flag Corps Uniforms	Flag Corps Uniforms and related supplies and accessories -- Please state your discount off catalog/pricelist (NOTE: the stated catalog/price list must be included with proposal or response will not be considered.)	n/a	n/a	n/a
3	Formal Wear	Formal Wear for Choir, Bands and Orchestra (Dresses, tuxedos, jackets, pants, etc.) and related supplies and accessories -- Please state your discount off catalog/pricelist (NOTE: the stated catalog/price list must be included with proposal or response will not be considered.)	n/a	n/a	n/a
4	Cheerleading Uniforms	Cheerleading Uniforms and related supplies and accessories -- Please state your discount off catalog/pricelist (NOTE: the stated catalog/price list must be included with proposal or response will not be considered.)	n/a	n/a	n/a

Uniforms and Accessories for Various Areas (Purchase and Rental) -- Proposal #340-10
Catalog/Pricelist must be included with proposal

Item No.	Short Description	Full Description	State Catalog Name	State Discount From Catalog/Pricelist	Deviations or Exceptions from Discount
5	Drill Team Uniforms	Drill Team Uniforms and related supplies and accessories -- Please state your discount off catalog/pricelist (NOTE: the stated catalog/price list must be included with proposal or response will not be considered.)	n/a	n/a	n/a
6	Dance Wear	Dance Wear and related supplies and accessories - Please state your discount off catalog/pricelist (NOTE: the stated catalog/price list must be included with proposal or response will not be considered.)	n/a	n/a	n/a
7	Show Choir Wear	Show Choir Wear and related supplies and accessories -- Please state your discount off catalog/pricelist (NOTE: the stated catalog/price list must be included with proposal or response will not be considered.)	n/a	n/a	n/a
8	All Other Performance Related Uniforms	All Other Performance Related Uniforms and related supplies and accessories not listed above - Please state your discount off catalog/pricelist (NOTE: the stated catalog/price list must be included with proposal or response will not be considered.)	n/a	n/a	n/a

Item No.	Short Description	Full Description	State Catalog Name	State Discount From Catalog/Pricelist	Deviations or Exceptions from Discount
		SECTION II: WORK RELATED UNIFORMS (PURCHASE)			
9	Purchase of Public Safety (police, fire, EMS, etc.) Uniforms	Purchase of Public Safety (police, fire, EMS, security etc.) Uniforms and related supplies and accessories -- Please state your discount off catalog/pricelist (NOTE: the stated catalog/price list must be included with proposal or response will not be considered.)	G&K Direct Purchase Catalog	15% off direct purchase only	n/a
10	Purchase of Custodial & Maintenance Uniforms	Purchase of Custodial & Maintenance Uniforms and related supplies and accessories -- Please state your discount off catalog/pricelist (NOTE: the stated catalog/price list must be included with proposal or response will not be considered.)	G&K Direct Purchase Catalog	15% off direct purchase only	n/a
11	Purchase of Food Service Uniforms	Purchase of Food Service Uniforms and related supplies and accessories -- Please state your discount off catalog/pricelist (NOTE: the stated catalog/price list must be included with proposal or response will not be considered.)	G&K Direct Purchase Catalog	15% off direct purchase only	n/a
12	Purchase of Medical & Nursing Uniforms	Purchase of Medical & Nursing Uniforms -- Please state your discount off catalog/pricelist (NOTE: the stated catalog/price list must be included with proposal or response will not be considered.)	G&K Direct Purchase Catalog	15% off direct purchase only	n/a
13	Purchase of Business Uniforms & Accessories (Career Apparel)	Purchase of Business Uniforms & Accessories (Career Apparel) -- Please state your discount off catalog/pricelist (NOTE: the stated catalog/price list must be included with proposal or response will not be considered.)	G&K Direct Purchase Catalog	15% off direct purchase only	n/a

Item No.	Short Description	Full Description	State Catalog Name	State Discount From Catalog/Pricelist	Deviations or Exceptions from Discount
14	Purchase of All Other Work Related Uniforms	Purchase of All Other Work Related Uniforms and related supplies and accessories not listed above - - Please state your discount off catalog/pricelist (NOTE: the stated catalog/price list must be included with proposal or response will not be considered.)	G&K Direct Purchase Catalog	15% off direct purchase only	n/a
		SECTION III: WORK RELATED UNIFORMS & OTHER INDUSTRIAL PRODUCTS (RENTAL)			
15	Rental of Public Safety (police, fire, EMS, etc.) Uniforms	Rental of Public Safety (police, fire, EMS, security etc.) Uniforms and related supplies and accessories -- Please state your discount off catalog/pricelist (NOTE: the stated catalog/price list must be included with proposal or response will not be considered.)	G&K Rental Catalog	No discount on rental items. See attached price list.	n/a
16	Rental of Custodial & Maintenance Uniforms	Rental of Custodial and Maintenance Uniforms and related supplies and accessories -- Please state your discount off catalog/pricelist (NOTE: the stated catalog/price list must be included with proposal or response will not be considered.)	G&K Rental Catalog	No discount on rental items. See attached price list.	n/a
17	Rental of Food Service Uniforms	Rental of Food Service Uniforms and related supplies and accessories -- Please state your discount off catalog/pricelist (NOTE: the stated catalog/price list must be included with proposal or response will not be considered.)	G&K Rental Catalog	No discount on rental items. See attached price list.	n/a
18	Rental of Medical & Nursing Uniforms	Rental of Medical & Nursing Uniforms -- Please state your discount off catalog/pricelist (NOTE: the stated catalog/price list must be included with proposal or response will not be considered.)	G&K Rental Catalog	No discount on rental items. See attached price list.	n/a

Uniforms and Accessories for Various Areas (Purchase and Rental) -- Proposal #340-10
Catalog/Pricelist must be included with proposal

Item No.	Short Description	Full Description	State Catalog Name	State Discount From Catalog/Pricelist	Deviations or Exceptions from Discount
19	Rental of Business Uniforms & Accessories (Career Apparel)	Rental of Business Uniforms & Accessories (Career Apparel) -- Please state your discount off catalog/pricelist (NOTE: the stated catalog/price list must be included with proposal or response will not be considered.)	G&K Rental Catalog	No discount on rental items. See attached price list.	n/a
20	Rental of All Other Work Related Uniforms	Rental of All Other Work Related Uniforms and related supplies and accessories not listed above - Please state your discount off catalog/pricelist (NOTE: the stated catalog/price list must be included with proposal or response will not be considered.)	G&K Rental Catalog	No discount on rental items	n/a
21	Rental of Industrial Towels	Rental of Industrial Towels -- Please state your discount off catalog/pricelist (NOTE: the stated catalog/price list must be included with proposal or response will not be considered.)	G&K Rental Catalog	No discount on rental items. See attached price list.	n/a
22	Rental of Industrial Mats	Rental of Industrial Mats -- Please state your discount off catalog/pricelist (NOTE: the stated catalog/price list must be included with proposal or response will not be considered.)	G&K Rental Catalog	No discount on rental items	n/a
23	Industrial Mop Service	Industrial Mop Service -- Please state your discount off catalog/pricelist (NOTE: the stated catalog/price list must be included with proposal or response will not be considered.)	G&K Rental Catalog	No discount on rental items. See attached price list.	n/a

Uniforms and Accessories for Various Areas (Purchase and Rental) -- Proposal #340-10
Catalog/Pricelist must be included with proposal

Item No.	Short Description	Full Description	State Catalog Name	State Discount From Catalog/Pricelist	Deviations or Exceptions from Discount
24	Rental of All Other Industrial Related Products	Rental of All Other Industrial Related Products -- Please state your discount off catalog/pricelist (NOTE: the stated catalog/price list must be included with proposal or response will not be considered.)	G&K Rental Catalog	No discount on rental items. See attached price list.	n/a



Our company G&K has been in business since 1902, we are the third largest uniform supplier and we currently service the United States and Canada.

G&K Services was initially awarded the Buy Board bid for Uniforms & Accessories (#199-04) in June of 2004. As of June 1, 2010, G&K Services was awarded bid #340-10 for Uniforms & Accessories for Various Areas.

G&K Services is also a member of Region 7 purchasing as well as GSA.

G&K Services currently services many schools, counties, cities, colleges and other government agencies. References will be provided upon request. We look forward to doing business and service all your needs.

If you have any questions or concerns, please contact me at 817-992-0149.

Sincerely,

A handwritten signature in blue ink that reads "Delford Johnnene".

Delford Johnnene
Senior Sales Representative
Buy Board Vendor
G&K Services

G&K Services
603 Airline Drive
Coppell, Texas 75019

www.gkservices.com
(972) 393-1764 Office
(972) 956-9815 Fax

RENTAL PROGRAM PRICING

RENTAL PRICING INCLUDES PICK-UP, WASHING GARMENTS, CLEANING FACILITY ITEMS, DELIVERY, REPAIRS AND UPGRADES.

Product Description	*Weekly Price
Uniforms	*Weekly price based on 11 sets with 5 changes per week.
Men's or Women's 65/35 Shirts	\$1.60 (1.05)
Men's or Women's 65/35 Pants	\$1.60 (2.00)
Men's or Women's Executive Shirts	\$2.40 (3.30)
Men's or Women's Executive Pants	\$2.40 (3.30)
Men's Casual Poplin Shirts	\$3.00
Women's Casual Poplin Shirts	\$3.00
Women's ¾ Sleeve Length Poplin Shirts	\$3.00
Men's Dickies Comfort Waist Pants	\$1.60
Women's Dickies Flat Front Pants	\$2.40
Men's or Women's Cargo Pants	\$4.10
Men's Soft Twill 100% Cotton Shirts, button down collar	\$4.35
100% Cotton Shirts	\$2.25 (3.10)
100% Cotton Pants	\$2.35 (3.10)
Micro check Shirts	\$2.05
Chambray Shirts	\$2.35
Standard Polo Shirts	? \$2.75 (not available in long sleeves) 3.30

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Two Tone Polo Shirts	\$2.75 (not available in long sleeves)
Criss Cross Polo Shirts	\$2.75 (not available in long sleeves)
Exceed Tonal Stripe Polo Shirt	\$3.45 (not available in long sleeves)
Exceed Diamond Point Polo Shirt	\$3.45 (not available in long sleeves)
Exceed Nailhead Polo Shirt	\$3.45 (not available in long sleeves)
Exceed T-Shirts 100% Poly	\$2.20 (not available in long sleeves)
Big Ben Denim Shirt	\$4.10 (not available in short sleeves)
Denim Shirts	\$3.25
GK Jeans	\$2.70
Wrangler Jeans	\$5.00
Men's Dickies Carpenter Jeans	\$3.35
Big Ben Overalls, 100% Ctn Denim	\$5.20
Uniform Shorts	\$2.05 (Year around, no seasonal price)
Men's Dickies Cargo Shorts	\$4.10 (Year around, no seasonal price)
Scrub Top	\$2.10
Scrub Pants	\$2.10
Smocks – Ladies Short Sleeve	\$2.05
Smocks – Ladies Loose Fitting	\$2.35
Additional Garment Items	Unit Price Weekly Price
65/35 Lined Work Jackets	\$0.52
65/35 Coveralls	\$0.86 \$4.30

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100% Cotton Coveralls	\$1.04	\$5.20
Lab Coats (Men's or Ladies)	\$0.67	\$3.35
Wrap Around Smock	\$0.57	\$2.85
Bib Aprons	\$0.27	-----
BioSmart Aprons	\$0.34	-----
Cobbler Aprons	\$0.52	-----
Security Shirts	\$0.89	\$4.45
Visibility Shirt 65/35 (Charcoal w/Orange)	\$0.62	\$3.10
High Visibility Jacket (Charcoal w/Orange)	\$1.02	
High Visibility Shirts 100% poly-Yellow	\$0.91	\$4.45
ANSI T-Shirt (not available in long sleeves)	\$1.04	\$5.20
ANSI Vest	\$1.36	\$6.80
Indura Shirts (not available in short sleeves)	\$0.89	\$4.45
Indura Pants	\$0.89	\$4.45
Indura Jeans	\$1.04	\$5.20
Indura Coverall	\$1.76	\$8.80
Flame Retardent 88/12 Brown Duck Jacket	\$2.60	
8-Man Garment Compartment Locker	\$2.04	
Soil Garment Locker	\$1.04	

- ✓ Rental Agreement term, 36 months. On June 1st of each year, prices will be increased by 2%.
- ✓ All garments will have the steam tunnel finish with the exception of the Executive Shirts & Executive Pants, for they are pressed.
- ✓ Shirts are available in long or short sleeves (unless noted); both at the same price.
- ✓ Customers can choose to have any or all garments pressed; there will be an additional cost of \$0.25 per pressed garment.
- ✓ There will be a design fee to create a direct embroidery company logo.
- ✓ Direct embroidery per garment = \$6.00
- ✓ There will be a Buy Back charge for all garments with Direct Embroidery
- ✓ There will be a Buy Back charge on Executive Shirts (defined as any shirt with a buttoned down collar), and Polo Shirts with patches or emblems at the current garment replacement cost.
- ✓ There is a one-time Swing Suit charge that is equal to the unit rental price of each garment that is selected.
- ✓ Minimum Stop \$35.00
- ✓ No charge for prep, emblem or nametags through the term of agreement
- ✓ No charge for environmental, waste water or energy through term of agreement
- ✓ G&K will deliver and pick up all merchandise to and from the customer on a regular scheduled delivery day except during the holiday weeks, customer will be notified by driver of the delivery schedule
- ✓ G&K will clean all merchandise using high standards in laundering methods
- ✓ G&K will inspect, repair and deliver items to the customer on the next scheduled delivery day at no charge
- ✓ G&K will deliver to the customer all merchandise in a clean and useable condition on the next scheduled delivery day



- √ G&K will deliver replacement or additional ordered items (if it is a standard size and color as those currently serviced by the customer) by the following week
- √ G&K will replace worn-out items on the next regular scheduled delivery day with merchandise meeting G&K's high quality standards at no additional charge to the customer; with the exception of merchandise being damaged or lost and for direct embroidery charges
- √ G&K will review with the customer its account for services and merchandise as needed or upon request
- √ G&K will remain to be committed to meeting or exceeding the customer's needs, and to respond to any service issues or concerns within 48 business hours after received by a G&K representative
- √ 10% up charge on Oversized garments:

Shirts

Size 2XL to 5XL

(Shirts 6XL and over will have an up charge of 35%)

Sleeve length 36 & over

Long tails

Pants

Men's waist size 44 to 58

Men's lengths 36 and above

(Pants with a waist size of 60 & over will have an up charge of 35%)

Ladies size 22 to 32

(Ladies Pants from 32 and over will have an up charge of 35%)

Customer Acceptance Signature: _____

Date: _____

Updated December 7, 2009

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FACILITY SERVICE PROPOSAL

Facility Product Description	Rental Pricing Unit Cost		
	Weekly	Bi-Weekly	Monthly
Mats (Assorted Colors and Sizes)			
3 X 4 Standard Solid Color Mat	1.85 \$1.08	\$1.62	\$2.16
4 X 6 Standard Solid Color Mat	2.94 \$2.16	\$3.24	\$4.32
3 X 10 Standard Solid Color Mat	3.70 \$3.00	\$4.50	\$6.00

Facility Product Description	Rental Pricing Unit Cost		
	Weekly	Bi-Weekly	Monthly
Logo Mats (Up to 6 colors per mat)			
3 X 5 Customized Logo Mat	\$4.68	\$7.03	\$9.36
4 X 6 Customized Logo Mat	\$7.49	\$11.24	\$14.98
3 X 10 Customized Logo Mat	\$9.36	\$14.05	\$18.73
Anti-Fatigue Mats			
2 X 3 Anti-Fatigue	\$1.83		
3 X 5 Anti-Fatigue	\$2.08		
Kitchen Mats (Grease-Resistant flo-thru)			
3 X 5 Flo-thru	\$1.50		
Scraper Mats (for outside the door for heavy soil removal)			
3 X 5 Scraper	\$1.50		
4 x 6 Scraper	\$2.40		

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Towels	Weekly Unit Price
Red Shop Towel (18" X 18")	\$0.072
White Shop Towel (18" X 18")	\$0.094
Blue Print Towel (18" X 18")	\$0.094
Glass Towel (16" X 28')	\$0.124
Hand Towel (16" X 27")	\$0.124
White Bar Towel (Terry, 17" X 20")	\$0.146
Swipe Towel (Herringbone, 15" X 26")	\$0.124
BioSmart Bar Towel	\$0.19
Fender Cover	\$0.52
Shop Towel Can 6-gallon	\$1.04

Mops	Weekly	Bi-Weekly	Monthly
Wet Mops	\$1.04 1.02	\$1.56	\$2.08
24" Dry Mops	\$0.60 .74	\$0.90	\$1.20
36" Dry Mops	\$0.90 1.08	\$1.35	\$1.80
48" Dry Mops	\$1.20 1.50	\$1.80	\$2.40
60" Dry Mops	\$1.50 1.87	\$2.25	\$3.00
Mop Handles & Frames	No Charge (Part of G&K's Service Solutions)	N/C	N/C

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Microfiber Products	Weekly Unit Price
Microfiber Wet/Dry Mop 18"	\$0.73
Microfiber Dry Looped Mop 18"	\$0.73
Microfiber Wet/Dry Mop 24"	\$0.60
Microfiber Dry Looped Mop 24"	\$0.60
Microfiber Wet/Dry Mop 48"	\$1.20
Microfiber Dry Looped Mop 48"	\$1.20
Microfiber Cleaning Towel	\$0.163
Microfiber Glass Towel	\$0.214
Microfiber High Duster Sleeve	\$0.84
Microfiber High Duster Wand	\$0.122
Microfiber High Duster Handles & Frames	No Charge

Restroom Supplies	Weekly Unit Price
Air Freshener	\$2.04
Auto Flush <i>*Other Restroom items available upon request</i>	\$3.06
Purell Space Saver Dispenser 1000ml	\$3.44
Purell Touch-Free Dispenser 1000ml	\$5.08
G&K Space Saver Hand Dispenser 1000ml	\$2.53
G&K Touch-Free Foam Dispenser 800ml	\$5.28
GOJO Pro 2000 Dispenser 2000ml	\$4.00

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CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: June 22, 2010

SUBJECT: Authorize the City Manager to Execute a One-Year Contract with North Star Underground Utility for an Amount Not to Exceed \$50,000 for Water and Sewer Parts and Supplies with Two One-Year Options to Renew to be Exercised Solely at the City's Discretion

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

PREVIOUS COUNCIL ACTION: On November 28, 2006, Council approved contracts for the same services to three vendors, Municipal Waterworks, Ferguson Waterworks, and National Wholesale Supply

ACTION PROPOSED: Authorize the City Manager to Execute a One-Year Contract with North Star Underground Utility for an Amount Not to Exceed \$50,000 for Water and Sewer Parts and Supplies with Two One-Year Options to Renew to be Exercised Solely at the City's Discretion

BACKGROUND

The purpose of this item is to provide a one-year contract for water and sewer parts and supplies for the Community Services Department. The Community Services Water and Sewer Fund provides the funds to purchase water and sewer parts and supplies throughout the City. The one-year contract, with two one-year renewal options, will allow the City to better manage its resources and control costs.

Four bids (Bid No. 2010-3-121) were received and opened on April 15, 2010, by the City of Allen Purchasing Division. Vendors were notified of the solicitation via our online bidding system and our advertisement in the Allen American. Staff evaluated the responses using the "best value criteria". The evaluation criteria includes: the purchase price, the reputation of the bidder, the quality of the bidder's services, the extent to which the bidder's services meet the City's needs, and the bidder's past relationship with the City.

Staff evaluated all responses and met with North Star Underground Utility. It was recommended to award to North Star Underground Utility based on overall price, availability of the products requested, and overall service to the City of Allen. Contract pricing may be increased or decreased at the renewal period based on the U.S. Department of Labor Producer Price Index for an amount not to exceed 5%.

The Total Gross Price on the Bid Tabulation refers to all items that may at some time during the year need to be repaired or replaced. The budget for Water & Sewer Parts is \$50K annually. The prices quoted are for each providers total inventory and the City will purchase what it needs on a case by case basis up to \$50K. The Total Gross Price assists in establishing the lowest and best value to the City for all parts.

BUDGETARY IMPACT

The funding is budgeted in the Water and Sewer Fund.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute a one-year contract with North Star Underground Utility for an amount not to exceed \$50,000 for Water and Sewer Parts and Supplies with two one-year options to renew to be exercised solely at the City's discretion.

MOTION

I make a motion to authorize the City Manager to execute a one-year contract with North Star Underground Utility for an amount not to exceed \$50,000 for Water and Sewer Parts and Supplies with two one-year options to renew to be exercised solely at the City's discretion.

ATTACHMENT

Bid Tabulation
Contract

CITY OF ALLEN- BID RECAP SHEET
OPENED 4/15/10
BID NO. 2010-3-121
PAGE 1
BUYER Kellie Boyer

ITEM	QTY	UNIT	DESCRIPTION	Municipal Waterworks		Mainline Supply		Ferguson Waterworks		North Star Underground	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	10	ea	1/2" X 3" Emergency Clamp	\$ 2.90	\$ 29.00	NB	NB	\$ 3.64	\$ 36.40	\$ 6.80	\$ 68.00
2	10	ea	1/2" x 6" Emergency Clamp	\$ 5.36	\$ 53.60	NB	NB	\$ 6.71	\$ 67.10	\$ 12.10	\$ 121.00
3	10	ea	3/4" x 3" Emergency Clamp	\$ 2.97	\$ 29.70	NB	NB	\$ 3.72	\$ 37.20	\$ 6.90	\$ 69.00
4	10	ea	3/4" x 6" Emergency Clamp	\$ 5.54	\$ 55.40	NB	NB	\$ 6.93	\$ 69.30	\$ 12.90	\$ 129.00
5	10	ea	1" x 3" Emergency Clamp	\$ 3.25	\$ 32.50	NB	NB	\$ 4.06	\$ 40.60	\$ 7.25	\$ 72.50
6	15	ea	1" x 6" Emergency Clamp	\$ 5.95	\$ 89.25	NB	NB	\$ 7.39	\$ 110.85	\$ 13.30	\$ 199.50
7	10	ea	1 1/4" x 3" Emergency Clamp	\$ 3.35	\$ 33.50	NB	NB	\$ 4.17	\$ 41.70	\$ 7.65	\$ 76.50
8	10	ea	1 1/4" x 6" Emergency Clamp	\$ 6.20	\$ 62.00	NB	NB	\$ 7.75	\$ 77.50	\$ 14.10	\$ 141.00
9	5	ea	1 1/2" x 3" Emergency Clamp	\$ 3.57	\$ 17.85	NB	NB	\$ 4.48	\$ 22.40	\$ 8.00	\$ 40.00
10	5	ea	1 1/2" x 6" Emergency Clamp	\$ 6.72	\$ 33.60	NB	NB	\$ 8.44	\$ 42.20	\$ 15.80	\$ 79.00
11	10	ea	2" x 3" Emergency Clamp	\$ 3.90	\$ 39.00	NB	NB	\$ 4.90	\$ 49.00	\$ 9.00	\$ 90.00
12	10	ea	2" x 6" Emergency Clamp	\$ 7.06	\$ 70.60	NB	NB	\$ 8.85	\$ 88.50	\$ 16.00	\$ 160.00
13	2	ea	3" x 3" Emergency Clamp	\$ 5.10	\$ 10.20	NB	NB	\$ 6.40	\$ 12.80		
14	50	ea	1/2" x 3" Full circle Redi Clamp	\$ 10.15	\$ 507.50	NB	NB	\$ 13.15	\$ 657.50	\$ 19.70	\$ 985.00
15	90	ea	1/2" x 6" Full Circle Redi Clamp	\$ 21.40	\$ 1,926.00	NB	NB	\$ 28.04	\$ 2,523.60	\$ 41.80	\$ 3,762.00
16	140	ea	3/4" x 3" Full Circle Redi Clamp	\$ 10.27	\$ 1,437.80	NB	NB	\$ 13.33	\$ 1,866.20	\$ 19.85	\$ 2,779.00
17	190	ea	3/4" x 6" Full Circle Redi Clamp	\$ 21.70	\$ 4,123.00	NB	NB	\$ 28.20	\$ 5,358.00	\$ 42.00	\$ 7,980.00
18	140	ea	1" x 3" Full Circle Redi Clamp	\$ 10.87	\$ 1,521.80	NB	NB	\$ 14.12	\$ 1,976.80	\$ 21.00	\$ 2,940.00
19	140	ea	1" x 6" Full Circle Redi Clamp	\$ 21.86	\$ 3,060.40	NB	NB	\$ 28.40	\$ 3,976.00	\$ 42.35	\$ 5,929.00
20	30	ea	1 1/4" x 3" Full Circle Redi Clamp	\$ 11.05	\$ 331.50	NB	NB	\$ 14.46	\$ 433.80	\$ 21.70	\$ 651.00
21	30	ea	1 1/4" x 6" Full Circle Redi Clamp	\$ 21.99	\$ 659.70	NB	NB	\$ 28.84	\$ 865.20	\$ 43.00	\$ 1,290.00
22	60	ea	1 1/2" x 3" Full Circle Redi Clamp	\$ 11.35	\$ 681.00	NB	NB	\$ 14.86	\$ 891.60	\$ 22.10	\$ 1,326.00
23	80	ea	1 1/2" x 6" Full Circle Redi Clamp	\$ 22.35	\$ 1,788.00	NB	NB	\$ 29.29	\$ 2,343.20	\$ 43.70	\$ 3,496.00
24	100	ea	2" x 3" Full Circle Redi Clamp	\$ 12.35	\$ 1,235.00	NB	NB	\$ 16.16	\$ 1,616.00	\$ 24.25	\$ 2,425.00
25	140	ea	2" x 6" Full Circle Redi Clamp	\$ 22.93	\$ 3,210.20	NB	NB	\$ 31.83	\$ 4,456.20	\$ 44.90	\$ 6,286.00
26	10	ea	2" x 7 1/2" Full Circle Clamp	\$ 22.55	\$ 225.50	NB	NB	\$ 25.80	\$ 258.00	\$ 42.80	\$ 428.00
TOTAL GROSS PRICE				\$893,500.35		\$583,800.10		\$985,540.27		\$842,506.50	
CASH DISCOUNT											
TOTAL NET PRICE				\$893,500.35		\$583,800.10		\$985,540.27		\$842,506.50	
F.O.B.				DELIVERED		DELIVERED		DELIVERED		DELIVERED	
DELIVERY											

NEXT LOW	\$842,506.50	All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. The City will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.	Ferguson Waterworks	Mainline Supply	North Star Underground
LOW	\$583,800.10				
SAVINGS	\$258,706.40				

CITY OF ALLEN- BID RECAP SHEET

OPENED 4/15/10
BID NO. 2010-3-121
PAGE 2
BUYER Kellie Boyer

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE		TOTAL	UNIT PRICE		TOTAL	UNIT PRICE		TOTAL	UNIT PRICE		TOTAL
27	10	ea	3" x 7 1/2" Full Circle Clamp	\$	27.45	\$	274.50	NB	NB	\$	28.88	\$	288.80	\$	520.00
28	2	ea	3" x 15" Full Circle Clamp	\$	54.45	\$	108.90	NB	NB	\$	56.90	\$	113.80	\$	210.00
29	2	ea	4" x 7 1/2" Full Circle Clamp	\$	30.45	\$	60.90	NB	NB	\$	32.80	\$	65.60	\$	112.00
30	2	ea	4" x 7 1/2" Full Circle Clamp	\$	30.45	\$	60.90	NB	NB	\$	33.20	\$	66.40	\$	112.00
31	2	ea	4" x 10" Full Circle Clamp	\$	40.98	\$	81.96	NB	NB	\$	44.21	\$	88.42	\$	156.00
32	2	ea	4" x 15" Full Circle Clamp	\$	60.20	\$	120.40	NB	NB	\$	64.93	\$	129.86	\$	224.00
33	15	ea	6" x 7 1/2" CI Full Circle Clamp	\$	36.30	\$	544.50	NB	NB	\$	38.76	\$	581.40	\$	997.50
34	8	ea	6" x 7 1/2" AC Full Circle Clamp	\$	36.49	\$	291.92	NB	NB	\$	38.76	\$	310.08	\$	532.00
35	6	ea	6" x 15" CI Full Circle Clamp	\$	66.79	\$	400.74	NB	NB	\$	72.00	\$	432.00	\$	762.00
36	4	ea	6" x 15" AC Full Circle Clamp	\$	67.65	\$	270.60	NB	NB	\$	72.00	\$	288.00	\$	508.00
37	6	ea	8" x 7 1/2" CI Full Circle Clamp	\$	42.98	\$	257.88	NB	NB	\$	46.65	\$	279.90	\$	468.00
38	6	ea	8" x 7 1/2" AC Full Circle Clamp	\$	43.95	\$	263.70	NB	NB	\$	46.35	\$	278.10	\$	468.00
39	2	ea	8" x 15" CI Full Circle Clamp	\$	82.05	\$	164.10	NB	NB	\$	88.40	\$	176.80	\$	304.00
40	2	ea	8" x 15" AC Full Circle Clamp	\$	83.20	\$	166.40	NB	NB	\$	88.40	\$	176.80	\$	304.00
41	2	ea	10" x 7 1/2" CI Full Circle Clamp	\$	51.25	\$	102.50	NB	NB	\$	56.40	\$	112.80		
42	2	ea	10" x 7 1/2" AC Full Circle Clamp	\$	52.32	\$	104.64	NB	NB	\$	56.40	\$	112.80		
43	2	ea	10" x 15" CI Full Circle Clamp	\$	101.89	\$	203.78	NB	NB	\$	110.50	\$	221.00		
44	2	ea	10" x 15" AC Full Circle Clamp	\$	102.45	\$	204.90	NB	NB	\$	110.50	\$	221.00		
45	2	ea	12" x 10" Full Circle Clamp	\$	75.15	\$	150.30	NB	NB	\$	84.67	\$	169.34	\$	310.00
46	2	ea	12" x 12" CI Full Circle Clamp	\$	95.00	\$	190.00	NB	NB	\$	116.00	\$	232.00	\$	370.00
47	2	ea	12" x 15" AC Full Circle Clamp	\$	123.59	\$	247.18	NB	NB	\$	127.30	\$	254.60	\$	460.00
48	2	ea	14" x 15" CI Full Circle Clamp	\$	232.00	\$	464.00	NB	NB	\$	244.06	\$	488.12		
49	2	ea	16" x 10" CI Full Circle Clamp	\$	170.35	\$	340.70	NB	NB	\$	244.06	\$	488.12	\$	720.00
50	2	ea	16" x 15" CI Full Circle Clamp	\$	242.75	\$	485.50	NB	NB	\$	183.05	\$	366.10	\$	880.00
51	2	ea	18" x 20" Full Circle Clamp	\$	347.00	\$	694.00	NB	NB	\$	263.24	\$	526.48		
52	2	ea	20" x 20" Full Circle Clamp	\$	360.00	\$	720.00	NB	NB	\$	457.07	\$	914.14		
TOTAL GROSS PRICE															
CASH DISCOUNT															
TOTAL NET PRICE															
F.O.B.															
DELIVERY															
								DELIVERED				DELIVERED		DELIVERED	

BID NO. 2010-3-121

PAGE 3

BUYER Kellie Boyer.

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE		TOTAL		UNIT PRICE		TOTAL		UNIT PRICE		TOTAL	
53	2	ea	24" x 20" Full Circle Clamp	\$	630.00	\$	1,260.00	NB	NB	\$	968.02	\$	484.01	\$	968.02
54	2	ea	30" Full Circle Clamp x 20	\$	725.00	\$	1,450.00	NB	NB	\$	1,656.00				
55	4	ea	1 1/2" x 3/4" Bronze Tapping Saddle	\$	11.40	\$	45.60	NB	NB	\$	56.24				
56	4	ea	2" x 3/4" Bronze Tapping Saddle	\$	12.10	\$	48.40	NB	NB	\$	62.40	\$	15.60	\$	12.00
57	4	ea	2" x 1" Bronze Tapping Saddle	\$	12.11	\$	48.44	NB	NB	\$	62.40	\$	15.60	\$	12.00
58	2	ea	3" x 3/4" Bronze Tapping Saddle	\$	16.00	\$	32.00	NB	NB	\$	41.20	\$	20.60	\$	16.00
59	2	ea	3" x 1" Bronze Tapping Saddle	\$	16.00	\$	32.00	NB	NB	\$	41.20	\$	20.60	\$	16.00
60	2	ea	3" x 1 1/2" Bronze Tapping Saddle	\$	56.11	\$	112.22	NB	NB	\$	117.30	\$	58.65	\$	52.00
61	2	ea	3" x 2" Bronze Tapping Saddle	\$	50.60	\$	101.20	NB	NB	\$	117.30	\$	58.65	\$	52.00
62	6	ea	4" x 3/4" Bronze Tapping Saddle	\$	52.32	\$	313.92	NB	NB	\$	346.98	\$	57.83	\$	53.00
63	6	ea	4" x 1" Bronze Tapping Saddle	\$	52.47	\$	314.82	NB	NB	\$	346.98	\$	57.83	\$	53.00
64	4	ea	4" x 1 1/2" Bronze Tapping Saddle	\$	61.12	\$	244.48	NB	NB	\$	269.80	\$	67.45	\$	62.00
65	4	ea	4" x 2" Bronze Tapping Saddle	\$	65.00	\$	260.00	NB	NB	\$	293.84	\$	73.46	\$	68.00
66	60	ea	6" x 3/4" Bronze Tapping Saddle	\$	62.44	\$	3,746.40	NB	NB	\$	4,080.00	\$	68.00	\$	61.30
67	40	ea	6" x 1" Bronze Tapping Saddle	\$	62.44	\$	2,497.60	NB	NB	\$	2,720.00	\$	68.00	\$	61.30
68	30	ea	6" x 2" Bronze Tapping Saddle	\$	77.62	\$	2,328.60	NB	NB	\$	2,568.60	\$	85.62	\$	80.00
69	10	ea	8" x 3/4" Bronze Tapping Saddle	\$	76.48	\$	764.80	NB	NB	\$	843.00	\$	84.30	\$	76.00
70	10	ea	8" Bronze Tapping Saddle	\$	76.48	\$	764.80	NB	NB	\$	843.00	\$	84.30	\$	76.00
71	6	ea	8" x 1 1/2" Bronze Tapping Saddle	\$	79.06	\$	474.36	NB	NB	\$	532.44	\$	88.74	\$	81.00
72	10	ea	8" x 2" Bronze Tapping Saddle	\$	88.56	\$	885.60	NB	NB	\$	967.00	\$	96.70	\$	87.00
73	6	ea	10" x 2" Bronze Tapping Saddle	\$	108.90	\$	653.40	NB	NB	\$	739.50				
74	20	ea	12 1/4" x 3/4" Bronze Tapping Saddle	\$	109.99	\$	2,199.80	NB	NB	\$	2,445.80	\$	122.29	\$	114.00
75	15	ea	12 1/4" x 1" Bronze Tapping Saddle	\$	109.99	\$	1,649.85	NB	NB	\$	1,834.35	\$	122.29	\$	112.00
76	10	ea	12 1/4" x 2" Bronze Tapping Saddle	\$	125.99	\$	1,259.90	NB	NB	\$	1,404.20	\$	140.42	\$	127.00
77	2	ea	20" x 3/4" Bronze Tapping Saddle	\$	432.00	\$	864.00	NB	NB	\$	825.80				
78	2	ea	30" x 1" Tapping Saddle	\$	530.00	\$	1,060.00	NB	NB	NB	NB		NB		
TOTAL GROSS PRICE															
CASH DISCOUNT															
TOTAL NET PRICE															
F.O.B.															
DELIVERY															

CITY OF ALLEN- BID RECAP SHEET				Municipal Waterworks		Mainline Supply		Ferguson Waterworks		North Star Underground	
OPENED 4/15/10											
BID NO. 2010-3-121											

PAGE 4															
BUYER Kellie Boyer															
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE		TOTAL	UNIT PRICE		TOTAL	UNIT PRICE		TOTAL	UNIT PRICE		TOTAL
79	2	ea	24" x 3/4" CC Bronze Tapping	\$	418.00	\$	836.00	NB	NB	\$	443.10	\$	886.20		
80	5000	ft	6" C900 PVC Pipe	\$	4.71	\$	23,550.00	\$	4.58	\$	22,900.00	\$	23,100.00	\$	5.35
81	1000	ft	8" C900 PVC Pipe	\$	8.25	\$	8,250.00	\$	6.23	\$	6,230.00	\$	6,270.00	\$	7.37
82	200	ft	12" C900 PVC Pipe	\$	14.00	\$	2,800.00	\$	13.35	\$	2,670.00	\$	2,538.00	\$	15.63
83	30	ea	1/2" Rubbert Boot	\$	2.99	\$	89.70	\$	8.20	\$	246.00	\$	175.50	\$	7.09
84	50	ea	3/4" Rubber Boot	\$	3.11	\$	155.50	\$	8.60	\$	430.00	\$	304.00	\$	7.36
85	40	ea	1" Rubber Boot	\$	3.25	\$	130.00	\$	9.05	\$	362.00	\$	256.00	\$	7.76
86	20	ea	1 1/4" Rubbert Boot	\$	3.75	\$	75.00	\$	10.30	\$	206.00	\$	145.80	\$	8.83
87	20	ea	1 1/2" Rubber Boot	\$	4.95	\$	99.00	\$	13.50	\$	270.00	\$	191.80	\$	11.61
88	20	ea	2" Rubber Boot	\$	5.05	\$	101.00	\$	13.90	\$	278.00	\$	196.00	\$	11.95
89	30	ea	1/2" 2-Bolt Dresser	\$	12.10	\$	363.00	NB	NB	\$	28.06	\$	841.80	\$	19.00
90	80	ea	3/4" 2 Bolt Dresser	\$	13.85	\$	1,108.00	NB	NB	\$	23.00	\$	1,840.00	\$	22.00
91	60	ea	1" 2-Bolt Dresser	\$	14.35	\$	861.00	NB	NB	\$	24.47	\$	1,468.20	\$	22.50
92	10	ea	1 1/4" 2" Bolt Dresser	\$	14.98	\$	149.80	NB	NB	\$	24.21	\$	242.10	\$	24.00
93	20	ea	1 1/2" x 2" Bolt Dresser	\$	17.89	\$	357.80	NB	NB	\$	29.89	\$	597.80	\$	30.00
94	40	ea	2" 2-Bolt Dresser	\$	20.27	\$	810.80	NB	NB	\$	35.32	\$	1,412.80	\$	35.00
95	5	ea	2" 3-Bolt Dresser	\$	26.74	\$	133.70	NB	NB	\$	47.42	\$	237.10	\$	33.00
96	10	ea	2" x 12 1/2" Dresser	\$	31.45	\$	314.50	NB	NB	\$	79.69	\$	796.90	\$	60.00
97	20	ea	6" x 13" Anchor Coupling	\$	60.00	\$	1,200.00	\$	59.00	\$	1,180.00	\$	1,884.00	\$	56.00
98	10	ea	Solid MJ Sleeve 4" x 12"	\$	29.70	\$	297.00	\$	29.60	\$	296.00	\$	466.30	\$	28.00
99	40	ea	Solid MJ Sleeve 6" x 12"	\$	44.75	\$	1,790.00	\$	44.60	\$	1,784.00	\$	2,807.20	\$	42.00
100	20	ea	Solid MJ Sleeve 8" x 12"	\$	59.95	\$	1,199.00	\$	58.00	\$	1,160.00	\$	1,846.40	\$	55.00
101	10	ea	Solid MJ Sleeve 10" x 12"	\$	87.90	\$	879.00			\$	138.01	\$	1,380.10		
102	10	ea	Solid MJ Sleeve 12" x 12"	\$	117.30	\$	1,173.00	\$	117.00	\$	1,170.00	\$	1,845.50	\$	110.00
103	2	ea	30 Solid MJ Sleeve	\$	1,040.00	\$	2,080.00			\$	1,693.08	\$	3,386.16		
104	10	ea	3' Fire Hydrant Watertious	\$	1,350.00	\$	13,500.00	\$	1,250.00	\$	12,500.00	\$	12,672.20	\$	1,045.00
TOTAL GROSS PRICE															
CASH DISCOUNT															
TOTAL NET PRICE															
F.O.B. DELIVERY				DELIVERED				DELIVERED				DELIVERED			

North Star Underground

Ferguson Waterworks

Mainline Supply

Municipal Waterworks

CITY OF ALLEN- BID RECAP SHEET

OPENED 4/15/10

BID NO	2010-3-121
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DIVISION: 5010

ITEM	QTY	UNIT	DESCRIPTION	Municipal Waterworks		Mainline Supply		Ferguson Waterworks		North Star Underground	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
131	60	ea	3/4" Comp x IP Curbstop	\$ 19.05	\$ 1,143.00	NB	NB	\$ 28.67	\$ 1,720.20	\$ 18.60	\$ 1,116.00
132	40	ea	3/4" MN x IP Curbstop	\$ 17.80	\$ 712.00	NB	NB	\$ 30.26	\$ 1,210.40	\$ 28.60	\$ 1,144.00
133	40	ea	1" x 1" Curbstop	\$ 39.05	\$ 1,562.00	NB	NB	\$ 40.65	\$ 1,626.00	\$ 38.00	\$ 1,520.00
134	40	ea	1C x 1" Curbstop	\$ 43.50	\$ 1,740.00	NB	NB	\$ 44.21	\$ 1,768.40	\$ 42.50	\$ 1,700.00
135	40	ea	1 MN x Comp Curbstop	\$ 48.54	\$ 1,941.60	NB	NB	\$ 45.43	\$ 1,817.20	\$ 47.20	\$ 1,888.00
136	20	ea	1 1/2" x 1 Curbstop	\$ 72.30	\$ 1,446.00	NB	NB	\$ 75.21	\$ 1,504.20	\$ 70.00	\$ 1,400.00
137	20	ea	1 1/2" Comp x IP Curbstop	\$ 85.68	\$ 1,713.60	NB	NB	\$ 88.03	\$ 1,760.60	\$ 84.00	\$ 1,680.00
138	20	ea	2 1" x 1" Curbstop	\$ 105.25	\$ 2,105.00	NB	NB	\$ 109.51	\$ 2,190.20	\$ 104.00	\$ 2,080.00
139	20	ea	2 Comp x IP Curbstop	\$ 118.75	\$ 2,375.00	NB	NB	\$ 123.18	\$ 2,463.60	\$ 115.00	\$ 2,300.00
140	20	ea	3/4" FL Corp	\$ 14.85	\$ 297.00	NB	NB	\$ 15.86	\$ 317.20	\$ 14.50	\$ 290.00
141	260	ea	3/4" Comp Corp	\$ 15.95	\$ 4,147.00	NB	NB	\$ 16.92	\$ 4,399.20	\$ 15.60	\$ 4,056.00
142	60	ea	3/4" Corp IP x Comp	\$ 15.95	\$ 957.00	NB	NB	\$ 16.92	\$ 1,015.20	\$ 15.60	\$ 936.00
143	100	ea	1" Comp Corp	\$ 24.12	\$ 2,412.00	NB	NB	\$ 24.26	\$ 2,426.00	\$ 23.40	\$ 2,340.00
144	40	ea	1" Corp IP x Comp	\$ 24.12	\$ 964.80	NB	NB	\$ 24.26	\$ 970.40	\$ 23.40	\$ 936.00
145	40	ea	1 1/2" Comp Corp	\$ 62.05	\$ 2,482.00	NB	NB	\$ 68.16	\$ 2,726.40	\$ 60.50	\$ 2,420.00
146	10	ea	2" Comp Corp IP	\$ 102.65	\$ 1,026.50	NB	NB	\$ 106.73	\$ 1,067.30	\$ 99.90	\$ 999.00
147	60	ea	2" Comp Corp CC	\$ 102.65	\$ 6,159.00	NB	NB	\$ 106.73	\$ 6,403.80	\$ 99.90	\$ 5,994.00
148	10	ea	1/2" Brass Cap	\$ 1.06	\$ 10.60	\$ 1.10	\$ 11.00	\$ 1.31	\$ 13.10	\$ 1.25	\$ 12.50
149	10	ea	3/4" Brass Cap	\$ 1.41	\$ 14.10	\$ 1.40	\$ 14.00	\$ 1.72	\$ 17.20	\$ 1.60	\$ 16.00
150	10	ea	1" Brass Cap	\$ 2.19	\$ 21.90	\$ 2.20	\$ 22.00	\$ 2.70	\$ 27.00	\$ 2.45	\$ 24.50
151	5	ea	1 1/4" Brass Cap	\$ 3.34	\$ 16.70	\$ 3.40	\$ 17.00	\$ 4.10	\$ 20.50	\$ 3.70	\$ 18.50
152	5	ea	1 1/2" Brass Cap	\$ 4.52	\$ 22.60	\$ 4.60	\$ 23.00	\$ 5.55	\$ 27.75	\$ 5.00	\$ 25.00
153	10	ea	2" Brass Cap	\$ 7.67	\$ 76.70	\$ 7.80	\$ 78.00	\$ 9.44	\$ 94.40	\$ 8.50	\$ 85.00
154	5	ea	2 1/2" Brass Cap	\$ 14.59	\$ 72.95	\$ 15.00	\$ 75.00	\$ 17.97	\$ 89.85	\$ 16.50	\$ 82.50
155	5	ea	3" Brass Cap	\$ 23.25	\$ 116.25	\$ 23.00	\$ 115.00	\$ 28.65	\$ 143.25	\$ 27.50	\$ 137.50
156	5	ea	1/2" Brass Plug	\$ 1.12	\$ 5.60	\$ 1.30	\$ 6.50	\$ 1.36	\$ 6.80	\$ 4.45	\$ 22.25
TOTAL GROSS PRICE											
CASH DISCOUNT											
TOTAL NET PRICE											
F.O.B.											
DELIVERY											

CITY OF ALLEN- BID RECAP SHEET				Municipal Waterworks		Mainline Supply		Ferguson Waterworks		North Star Underground	
OPENED 4/15/10											
BID NO. 2010-3-121											
PAGE 7											
BUYER Kellie Boyer											

ITEM		QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
157		5	ea	1/2" Brass Plug Corp	\$ 2.03	\$ 10.15	NB	\$ 18.00	\$ 1.55	\$ 15.50	NB	\$ 7.00	\$ 35.00	
158		10	ea	3/4" Brass Plug	\$ 1.27	\$ 12.70	\$	\$	\$ 7.89	\$ 78.90	\$	\$ 1.50	\$ 15.00	
159		10	ea	3/4" Brass Plug Corp	\$ 3.79	\$ 37.90	NB	NB	\$	\$	\$ 7.89	\$ 3.50	\$ 35.00	
160		5	ea	1" Brass Plug	\$ 1.68	\$ 8.40	\$	\$ 15.00	\$ 2.05	\$ 10.25	\$	\$ 1.90	\$ 9.50	
161		5	ea	1" Brass Plug Corp	\$ 5.50	\$ 27.50	NB	NB	\$	\$ 36.10	\$	\$ 5.50	\$ 27.50	
162		4	ea	1 1/4" Brass Plug	\$ 2.50	\$ 10.00	\$	\$ 22.00	\$ 3.07	\$ 12.28	\$	\$ 3.50	\$ 14.00	
163		4	ea	1 1/2" Brass Plug	\$ 3.18	\$ 12.72	\$	\$ 28.40	\$ 3.92	\$ 15.68	\$	\$ 4.50	\$ 18.00	
164		6	ea	2" Brass Plug	\$ 5.02	\$ 30.12	\$	\$ 68.40	\$ 6.18	\$ 37.08	\$	\$ 6.50	\$ 39.00	
165		10	ea	3/4" x 1/2" Bell Reducer	\$ 2.11	\$ 21.10	\$	\$ 21.00	\$ 2.61	\$ 26.10	\$	\$ 2.50	\$ 25.00	
166		20	ea	1" x 3/4" Bell Reducer	\$ 3.52	\$ 70.40	\$	\$ 70.00	\$ 4.33	\$ 86.60	\$	\$ 4.10	\$ 82.00	
167		10	ea	1" x 1/2" Bell Reducer	\$ 3.52	\$ 35.20	\$	\$ 35.00	\$ 4.33	\$ 43.30	\$	\$ 4.10	\$ 41.00	
168		10	ea	1 1/4" x 1" Bell Reducer	\$ 5.68	\$ 56.80	\$	\$ 58.00	\$ 7.00	\$ 70.00	\$	\$ 6.70	\$ 67.00	
169		10	ea	1 1/4" x 3/4" Bell Reducer	\$ 5.68	\$ 56.80	\$	\$ 58.00	\$ 7.00	\$ 70.00	\$	\$ 6.70	\$ 67.00	
170		10	ea	1 1/4" x 1/2" Bell Reducer	\$ 6.73	\$ 67.30	\$	\$ 68.00	\$ 8.30	\$ 83.00	\$	\$ 7.90	\$ 79.00	
171		10	ea	1 1/2" x 1/2" Bell Reducer	\$ 8.07	\$ 80.70	\$	\$ 83.00	\$ 9.95	\$ 99.50	\$	\$ 9.50	\$ 95.00	
172		5	ea	1 1/2" x 1" Bell Reducer	\$ 7.17	\$ 35.85	\$	\$ 37.00	\$ 8.83	\$ 44.15	\$	\$ 8.50	\$ 42.50	
173		5	ea	1 1/2" x 1 1/4" Bell Reducer	\$ 7.17	\$ 35.85	\$	\$ 37.00	\$ 8.83	\$ 44.15	\$	\$ 8.50	\$ 42.50	
174		5	ea	2" x 1/2" Bell Reducer	\$ 12.00	\$ 60.00	\$	\$ 62.50	\$ 14.80	\$ 74.00	\$	\$ 13.50	\$ 67.50	
175		10	ea	2" x 3/4" Bell Reducer	\$ 12.00	\$ 120.00	\$	\$ 125.00	\$ 14.80	\$ 148.00	\$	\$ 13.50	\$ 135.00	
176		10	ea	2" x 1" Bell Reducer	\$ 12.00	\$ 120.00	\$	\$ 125.00	\$ 14.80	\$ 148.00	\$	\$ 13.50	\$ 135.00	
177		6	ea	2" x 1 1/4" Bell Reducer	\$ 10.65	\$ 63.90	\$	\$ 66.00	\$ 13.13	\$ 78.78	\$	\$ 12.50	\$ 75.00	
178		10	ea	2" x 1 1/2" Bell Reducer	\$ 10.65	\$ 106.50	\$	\$ 110.00	\$ 13.13	\$ 131.30	\$	\$ 12.50	\$ 125.00	
179		2	ea	4" x 3" Bell Reducer	\$ 53.60	\$ 107.20	\$	\$ 110.00	\$ 66.20	\$ 132.40	\$	\$ 63.00	\$ 126.00	
180		15	ea	3/4" x 1/2" Bushing Brass	\$ 1.17	\$ 17.55	\$	\$ 18.00	\$ 1.43	\$ 21.45	\$	\$ 1.40	\$ 21.00	
181		10	ea	1" x 1/2" Bushing Brass	\$ 1.76	\$ 17.60	\$	\$ 18.00	\$ 2.16	\$ 21.60	\$	\$ 2.00	\$ 20.00	
182		20	ea	1" x 3/4" Bushing Brass	\$ 1.76	\$ 35.20	\$	\$ 36.00	\$ 2.16	\$ 43.20	\$	\$ 2.00	\$ 40.00	
TOTAL GROSS PRICE														
CASH DISCOUNT														
TOTAL NET PRICE														
F.O.B.					DELIVERED			DELIVERED			DELIVERED			
DELIVERY														

CITY OF ALLEN- BID RECAP SHEET

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BUYER Kellie Boyer

Municipal Waterworks

Mainline Supply

Ferguson Waterworks

North Star Underground

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I T E M	QTY	U N I T	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
183	20	ea	1" x 3/4" CC Bushing Brass	\$ 6.10	\$ 122.00	NB	NB	\$ 19.11	\$ 382.20	\$ 6.00	\$ 120.00
184	6	ea	1 1/4" x 1/2" Bushing Brass	\$ 3.44	\$ 20.64	\$ 3.70	\$ 22.20	\$ 4.45	\$ 26.70	\$ 4.50	\$ 27.00
185	8	ea	1 1/4" x 3/4" Bushing Brass	\$ 2.85	\$ 22.80	\$ 3.00	\$ 24.00	\$ 3.70	\$ 29.60	\$ 4.00	\$ 32.00
186	6	ea	1 1/4" x 1" Bushing Brass	\$ 2.85	\$ 17.10	\$ 3.00	\$ 18.00	\$ 3.70	\$ 22.20	\$ 4.00	\$ 24.00
187	6	ea	1 1/2" x 1/2" Bushing Brass	\$ 4.45	\$ 26.70	\$ 4.80	\$ 28.80	\$ 5.77	\$ 34.62	\$ 5.50	\$ 33.00
188	10	ea	1 1/2" x 3/4" Bushing Brass	\$ 4.45	\$ 44.50	\$ 4.80	\$ 48.00	\$ 5.77	\$ 57.70	\$ 5.50	\$ 55.00
189	6	ea	1 1/2" x 1" Bushing Brass	\$ 3.63	\$ 21.78	\$ 3.80	\$ 22.80	\$ 4.72	\$ 28.32	\$ 4.60	\$ 27.60
190	4	ea	1 1/2" x 1 1/4" Bushing Brass	\$ 3.63	\$ 14.52	\$ 3.80	\$ 15.20	\$ 4.72	\$ 18.88	\$ 4.60	\$ 18.40
191	6	ea	2" x 1/2" Bushing Brass	\$ 6.49	\$ 38.94	\$ 7.00	\$ 42.00	\$ 8.42	\$ 50.52	\$ 8.00	\$ 48.00
192	10	ea	2" x 3/4" Bushing Brass	\$ 6.49	\$ 64.90	\$ 7.00	\$ 70.00	\$ 8.42	\$ 84.20	\$ 8.00	\$ 80.00
193	10	ea	2" x 1" Bushing Brass	\$ 6.49	\$ 64.90	\$ 7.00	\$ 70.00	\$ 8.42	\$ 84.20	\$ 8.00	\$ 80.00
194	6	ea	2" x 1 1/4" Bushing Brass	\$ 5.39	\$ 32.34	\$ 5.80	\$ 34.80	\$ 7.00	\$ 42.00	\$ 7.00	\$ 42.00
195	6	ea	2" x 1 1/2" Bushing Brass	\$ 5.39	\$ 32.34	\$ 5.80	\$ 34.80	\$ 7.10	\$ 42.60	\$ 7.00	\$ 42.00
196	6	ea	2" x 1 1/2" CC Bushing Brass	\$ 18.67	\$ 112.02	NB	NB	\$ 32.64	\$ 195.84	\$ 18.50	\$ 111.00
197	4	ea	1 1/2" x 1" CC Bushing Brass	\$ 15.50	\$ 62.00	NB	NB	\$ 19.51	\$ 78.04	\$ 15.00	\$ 60.00
198	4	ea	3" x 2 1/2" Bushings Brass	\$ 16.27	\$ 65.08	\$ 17.50	\$ 70.00	\$ 22.00	\$ 88.00	\$ 20.00	\$ 80.00
199	4	ea	2 1/2" x 2" Bush Brass	\$ 10.76	\$ 43.04	\$ 11.80	\$ 47.20	\$ 14.01	\$ 56.04	\$ 14.00	\$ 56.00
200	20	ea	1/2" Comp x Comp Coupling	\$ 9.17	\$ 183.40	NB	NB	\$ 9.59	\$ 191.80	\$ 8.95	\$ 179.00
201	100	ea	3/4" Comp x Comp Coupling	\$ 8.70	\$ 870.00	NB	NB	\$ 9.10	\$ 910.00	\$ 8.70	\$ 870.00
202	60	ea	1" Comp x Comp Coupling	\$ 9.95	\$ 597.00	NB	NB	\$ 10.00	\$ 600.00	\$ 10.00	\$ 600.00
203	30	ea	1 1/2" Comp x Comp Coupling	\$ 30.45	\$ 913.50	NB	NB	\$ 32.00	\$ 960.00	\$ 30.00	\$ 900.00
204	40	ea	2" Comp x Comp Coupling	\$ 41.08	\$ 1,643.20	NB	NB	\$ 43.00	\$ 1,720.00	\$ 40.00	\$ 1,600.00
205	20	ea	1/2" Brass Coupling	\$ 1.27	\$ 25.40	\$ 1.30	\$ 26.00	\$ 1.76	\$ 35.20	\$ 1.70	\$ 34.00
206	40	ea	3/4" Brass Coupling	\$ 1.65	\$ 66.00	\$ 1.80	\$ 72.00	\$ 2.20	\$ 88.00	\$ 2.00	\$ 80.00
207	10	ea	1" Brass Coupling	\$ 2.54	\$ 25.40	\$ 2.80	\$ 28.00	\$ 3.40	\$ 34.00	\$ 3.00	\$ 30.00
208	10	ea	1 1/4" Brass Coupling	\$ 3.97	\$ 39.70	\$ 4.30	\$ 43.00	\$ 5.15	\$ 51.50	\$ 5.00	\$ 50.00
TOTAL GROSS PRICE											
CASH DISCOUNT											
TOTAL NET PRICE											
F.O.B.				DELIVERED		DELIVERED		DELIVERED		DELIVERED	
DELIVERY											

CITY OF ALLEN- BID RECAP SHEET

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BUYER Kellie Boyer

Municipal Waterworks

Mainline Supply

Ferguson Waterworks

North Star Underground

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I T E M		QTY	U N I T	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
209	15	ea	1 1/2" Brass Coupling		\$ 5.39	\$ 80.85	\$ 5.80	\$ 87.00	\$ 7.00	\$ 105.00	\$ 7.00	\$ 105.00	\$ 7.00	\$ 105.00
210	2	ea	2" Brass Coupling		\$ 8.86	\$ 17.72	\$ 9.70	\$ 19.40	\$ 11.53	\$ 23.06	\$ 12.00	\$ 24.00	\$ 12.00	\$ 24.00
211	10	ea	2 1/2" Brass Coupling		\$ 14.67	\$ 146.70	\$ 16.20	\$ 162.00	\$ 19.09	\$ 190.90	\$ 18.00	\$ 180.00	\$ 18.00	\$ 180.00
212	4	ea	3" Brass Coupling		\$ 20.35	\$ 81.40	\$ 22.40	\$ 89.60	\$ 26.49	\$ 105.96	\$ 25.00	\$ 100.00	\$ 25.00	\$ 100.00
213	30	ea	3/4" Comp x MIP Coupling		\$ 7.15	\$ 214.50	NB	NB	\$ 7.51	\$ 225.30	\$ 7.00	\$ 210.00	\$ 7.00	\$ 210.00
214	30	ea	3/4" Comp x FIP Coupling		\$ 7.50	\$ 225.00	NB	NB	\$ 8.04	\$ 241.20	\$ 7.80	\$ 234.00	\$ 7.80	\$ 234.00
215	20	ea	3/4" 90 MIP x Coupling		\$ 8.78	\$ 175.60	NB	NB	\$ 7.60	\$ 152.06	\$ 8.00	\$ 160.00	\$ 8.00	\$ 160.00
216	20	ea	1C x 1" Female Adapter		\$ 10.20	\$ 204.00	NB	NB	\$ 10.09	\$ 201.76	\$ 8.40	\$ 168.00	\$ 8.40	\$ 168.00
217	20	ea	1 Comp x MIP Coupling		\$ 8.46	\$ 169.20	NB	NB	\$ 8.87	\$ 177.36	\$ 8.40	\$ 168.00	\$ 8.40	\$ 168.00
218	20	ea	1 Comp x FIP Coupling		\$ 10.20	\$ 204.00	NB	NB	\$ 11.50	\$ 230.08	\$ 10.20	\$ 204.00	\$ 10.20	\$ 204.00
219	10	ea	1 1/2" Comp x MIP Coupling		\$ 21.17	\$ 211.70	NB	NB	\$ 22.27	\$ 222.66	\$ 22.00	\$ 220.00	\$ 22.00	\$ 220.00
220	10	ea	1 1/2" Comp x FIP Coupling		\$ 27.09	\$ 270.90	NB	NB	\$ 28.47	\$ 284.71	\$ 28.00	\$ 280.00	\$ 28.00	\$ 280.00
221	15	ea	2 Comp x MIP Coupling		\$ 30.86	\$ 462.90	NB	NB	\$ 32.44	\$ 486.59	\$ 32.00	\$ 480.00	\$ 32.00	\$ 480.00
222	15	ea	2 Comp x FIP Coupling		\$ 32.60	\$ 489.00	NB	NB	\$ 33.93	\$ 508.92	\$ 0.33	\$ 4.95	\$ 0.33	\$ 4.95
223	10	ea	1/2" ALL Brass Nipple		\$ 1.06	\$ 10.60	NB	NB	\$ 1.15	\$ 11.50	\$ 2.50	\$ 25.00	\$ 2.50	\$ 25.00
224	10	ea	1/2" x 2" Brass Nipple		\$ 1.43	\$ 14.30	NB	NB	\$ 1.44	\$ 14.40	\$ 3.60	\$ 36.00	\$ 3.60	\$ 36.00
225	10	ea	1/2" x 4" Brass Nipple		\$ 2.61	\$ 26.10	\$ 2.80	\$ 28.00	\$ 2.63	\$ 26.30	\$ 1.60	\$ 16.00	\$ 1.60	\$ 16.00
226	10	ea	1/2" x 6" Brass Nipple		\$ 3.79	\$ 37.90	\$ 4.10	\$ 41.00	\$ 3.83	\$ 38.30	\$ 3.60	\$ 36.00	\$ 3.60	\$ 36.00
227	20	ea	3/4" All Brass Nipple		\$ 1.52	\$ 30.40	\$ 1.60	\$ 32.00	\$ 1.53	\$ 30.60	\$ 1.60	\$ 32.00	\$ 1.60	\$ 32.00
228	20	ea	3/4" x 2" Brass Nipple		\$ 1.90	\$ 38.00	\$ 2.10	\$ 42.00	\$ 1.93	\$ 38.60	\$ 2.00	\$ 40.00	\$ 2.00	\$ 40.00
229	20	ea	3/4" x 4" Brass Nipple		\$ 3.31	\$ 66.20	\$ 3.60	\$ 72.00	\$ 3.35	\$ 67.00	\$ 3.15	\$ 63.00	\$ 3.15	\$ 63.00
230	20	ea	3/4" x 6" Brass Nipple		\$ 4.84	\$ 96.80	\$ 5.30	\$ 106.00	\$ 4.90	\$ 98.00	\$ 4.50	\$ 90.00	\$ 4.50	\$ 90.00
231	15	ea	1" All Brass Nipple		\$ 2.22	\$ 33.30	\$ 2.40	\$ 36.00	\$ 2.25	\$ 33.75	\$ 2.15	\$ 32.25	\$ 2.15	\$ 32.25
232	15	ea	1" x 2" Brass Nipple		\$ 2.75	\$ 41.25	\$ 3.00	\$ 45.00	\$ 2.78	\$ 41.70	\$ 2.70	\$ 40.50	\$ 2.70	\$ 40.50
233	15	ea	1" x 4" Brass Nipple		\$ 4.80	\$ 72.00	\$ 5.30	\$ 79.50	\$ 4.85	\$ 72.75	\$ 4.60	\$ 69.00	\$ 4.60	\$ 69.00
234	15	ea	1" x 6" Brass Nipple		\$ 7.07	\$ 106.05	\$ 7.80	\$ 117.00	\$ 7.15	\$ 107.25	\$ 6.75	\$ 101.25	\$ 6.75	\$ 101.25
TOTAL GROSS PRICE														
CASH DISCOUNT														
TOTAL NET PRICE														
F.O.B.					DELIVERED		DELIVERED		DELIVERED		DELIVERED			
DELIVERY														

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BUYER Kellie Boyer

Municipal Waterworks

Mainline Supply

Ferguson Waterworks

North Star Underground

Attachment 10

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ITEM	QTY	UNIT	DESCRIPTION	Municipal Waterworks		Mainline Supply		Ferguson Waterworks		North Star Underground	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
235	5	ea	1 1/4" All Brass Nipple	\$ 3.36	\$ 16.80	\$ 3.70	\$ 18.50	\$ 3.39	\$ 16.95	\$ 3.25	\$ 16.25
236	5	ea	1 1/4" x 2" Brass Nipple	\$ 3.84	\$ 19.20	\$ 4.20	\$ 21.00	\$ 3.88	\$ 19.40	\$ 3.60	\$ 18.00
237	2	ea	1 1/4" x 4" Brass Nipple	\$ 6.76	\$ 13.52	\$ 7.50	\$ 15.00	\$ 6.83	\$ 13.66	\$ 6.90	\$ 13.80
238	5	ea	1 1/4" x 6" Brass Nipple	\$ 9.85	\$ 49.25	\$ 10.90	\$ 54.50	\$ 9.96	\$ 49.80	\$ 9.50	\$ 47.50
239	10	ea	1 1/2" All Brass Nipple	\$ 4.36	\$ 43.60	\$ 4.80	\$ 48.00	\$ 4.41	\$ 44.10	\$ 4.20	\$ 42.00
240	10	ea	1 1/2" x 2" Brass Nipple	\$ 4.70	\$ 47.00	\$ 5.20	\$ 52.00	\$ 4.75	\$ 47.50	\$ 4.60	\$ 46.00
241	10	ea	1 1/2" x 4" Brass Nipple	\$ 8.41	\$ 84.10	\$ 9.30	\$ 93.00	\$ 8.51	\$ 85.10	\$ 8.00	\$ 80.00
242	10	ea	1 1/2" x 6" Brass Nipple	\$ 12.44	\$ 124.40	\$ 13.80	\$ 138.00	\$ 12.58	\$ 125.80	\$ 13.00	\$ 130.00
243	20	ea	2" All Brass Nipple	\$ 6.65	\$ 133.00	\$ 7.30	\$ 146.00	\$ 6.73	\$ 134.60	\$ 6.50	\$ 130.00
244	20	ea	2" x 4" Brass Nipple	\$ 10.82	\$ 216.40	\$ 12.00	\$ 240.00	\$ 10.95	\$ 219.00	\$ 10.50	\$ 210.00
245	20	ea	2" x 6" Brass Nipple	\$ 15.98	\$ 319.60	\$ 17.80	\$ 356.00	\$ 16.18	\$ 323.60	\$ 15.00	\$ 300.00
246	5	ea	1/2" Street ELL	\$ 1.90	\$ 9.50	\$ 2.00	\$ 10.00	\$ 2.98	\$ 14.90	\$ 2.40	\$ 12.00
247	10	ea	1/2" Brass 90	\$ 1.54	\$ 15.40	\$ 1.60	\$ 16.00	\$ 2.00	\$ 20.00	\$ 2.00	\$ 20.00
248	10	ea	1/2" Brass 45	\$ 1.40	\$ 14.00	\$ 1.50	\$ 15.00	\$ 1.83	\$ 18.30	\$ 1.85	\$ 18.50
249	10	ea	3/4" Street 90	\$ 2.68	\$ 26.80	\$ 2.90	\$ 29.00	\$ 3.50	\$ 35.00	\$ 3.25	\$ 32.50
250	30	ea	3/4" Brass 90	\$ 2.07	\$ 62.10	\$ 2.20	\$ 66.00	\$ 2.69	\$ 80.70	\$ 2.60	\$ 78.00
251	20	ea	3/4" Brass 45	\$ 2.07	\$ 41.40	\$ 2.20	\$ 44.00	\$ 5.79	\$ 115.80	\$ 2.60	\$ 52.00
252	10	ea	1" Street 90	\$ 4.45	\$ 44.50	\$ 4.80	\$ 48.00	\$ 4.14	\$ 41.40	\$ 5.50	\$ 55.00
253	10	ea	1" Brass 90	\$ 3.18	\$ 31.80	\$ 3.40	\$ 34.00	\$ 4.53	\$ 45.30	\$ 4.00	\$ 40.00
254	5	ea	1" Brass 45	\$ 3.50	\$ 17.50	\$ 3.80	\$ 19.00	\$ 8.85	\$ 44.25	\$ 4.90	\$ 24.50
255	4	ea	1 1/4" Street 90	\$ 6.80	\$ 27.20	\$ 7.40	\$ 29.60	\$ 6.57	\$ 26.28	\$ 9.00	\$ 36.00
256	4	ea	1 1/4" Brass 90	\$ 5.06	\$ 20.24	\$ 5.50	\$ 22.00	\$ 7.25	\$ 29.00	\$ 6.30	\$ 25.20
257	4	ea	1 1/4" Brass 45	\$ 5.57	\$ 22.28	\$ 6.10	\$ 24.40	\$ 7.25	\$ 29.00	\$ 6.90	\$ 27.60
258	6	ea	1 1/2" Brass 90	\$ 6.31	\$ 37.86	\$ 6.80	\$ 40.80	\$ 9.64	\$ 57.84	\$ 8.00	\$ 48.00
259	6	ea	1 1/2" Brass 45	\$ 6.98	\$ 41.88	\$ 7.70	\$ 46.20	\$ 9.64	\$ 57.84	\$ 9.00	\$ 54.00
260	10	ea	2" Brass 90	\$ 10.29	\$ 102.90	\$ 11.30	\$ 113.00	\$ 13.39	\$ 133.90	\$ 12.60	\$ 126.00
TOTAL GROSS PRICE											
CASH DISCOUNT											
TOTAL NET PRICE											
F.O.B.				DELIVERED		DELIVERED		DELIVERED		DELIVERED	
DELIVERY											
CITY OF ALLEN- BID RECAP SHEET				Municipal Waterworks			Mainline Supply			Ferguson Waterworks	
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BUYER Kellie Boyer.											

ITEM	QTY	UNIT	DESCRIPTION	Municipal Waterworks		Mainline Supply		Ferguson Waterworks		North Star Underground	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
261	6	ea	2" Street ELL	\$ 15.02	\$ 90.12	\$ 16.50	\$ 99.00	\$ 19.55	\$ 117.30	\$ 18.50	\$ 111.00
262	10	ea	2" Brass 45	\$ 11.31	\$ 113.10	\$ 12.50	\$ 125.00	\$ 14.73	\$ 147.30	\$ 13.50	\$ 135.00
263	4	ea	2 1/2" Brass 90	\$ 20.17	\$ 80.68	\$ 22.30	\$ 89.20	\$ 26.25	\$ 105.00	\$ 27.00	\$ 108.00
264	4	ea	2 1/2" Brass 45	\$ 22.16	\$ 88.64	\$ 24.50	\$ 98.00	\$ 26.25	\$ 105.00	\$ 29.00	\$ 116.00
265	10	ea	1/2" Brass Tee	\$ 1.76	\$ 17.60	\$ 1.90	\$ 19.00	\$ 2.29	\$ 22.90	\$ 2.25	\$ 22.50
266	20	ea	3/4" Brass Tee	\$ 2.54	\$ 50.80	\$ 2.80	\$ 56.00	\$ 3.30	\$ 66.00	\$ 3.25	\$ 65.00
267	20	ea	1 Brass Tee	\$ 4.50	\$ 90.00	\$ 4.90	\$ 98.00	\$ 5.86	\$ 117.20	\$ 5.40	\$ 108.00
268	5	ea	1 1/4" Brass Tee	\$ 6.31	\$ 31.55	\$ 6.90	\$ 34.50	\$ 8.23	\$ 41.15	\$ 8.00	\$ 40.00
269	5	ea	1 1/2" Brass Tee	\$ 8.70	\$ 43.50	\$ 9.60	\$ 48.00	\$ 11.31	\$ 56.55	\$ 11.00	\$ 55.00
270	10	ea	2" Brass Tee	\$ 14.23	\$ 142.30	\$ 15.60	\$ 156.00	\$ 18.93	\$ 189.30	\$ 12.90	\$ 129.00
271	10	ea	3/4" Brass Comp Tee	\$ 22.25	\$ 222.50	NB	NB	\$ 20.33	\$ 203.30	\$ 22.00	\$ 220.00
272	8	ea	1" Brass Comp Tee	\$ 22.75	\$ 182.00	NB	NB	\$ 28.18	\$ 225.44	\$ 23.00	\$ 184.00
273	20	ea	Comp - Comp 90 3/4	\$ 11.36	\$ 227.20	NB	NB	\$ 11.00	\$ 220.00	\$ 12.00	\$ 240.00
274	20	ea	Comp - Comp 90 1	\$ 14.59	\$ 291.80	NB	NB	\$ 15.00	\$ 300.00	\$ 15.00	\$ 300.00
275	3000	ft	3/4" Poly Tubing	\$ 0.27	\$ 810.00	\$ 0.20	\$ 600.00	\$ 0.21	\$ 630.00	\$ 0.24	\$ 720.00
276	1000	ft	1" Poly Tubing	\$ 0.37	\$ 370.00	\$ 0.30	\$ 300.00	\$ 0.34	\$ 340.00	\$ 0.40	\$ 400.00
277	500	ft	1 1/2" Poly Tubing	\$ 0.90	\$ 450.00	\$ 0.65	\$ 325.00	\$ 0.71	\$ 355.00	\$ 0.86	\$ 430.00
278	500	ft	2" Poly Tubing	\$ 1.10	\$ 550.00	\$ 1.20	\$ 600.00	\$ 1.25	\$ 625.00	\$ 1.43	\$ 715.00
279	50	ea	6" AC Cl Dresser	\$ 50.79	\$ 2,539.50	NB	NB	\$ 61.00	\$ 3,050.00	\$ 79.00	\$ 3,950.00
280	30	ea	8" AC Cl Dresser	\$ 64.20	\$ 1,926.00	NB	NB	\$ 78.07	\$ 2,342.10	\$ 100.50	\$ 3,015.00
281	20	ea	10" AC Cl Dresser	\$ 88.21	\$ 1,764.20			\$ 107.70	\$ 2,154.00		
282	20	ea	12" AC Cl Dresser	\$ 106.25	\$ 2,125.00	NB	NB	\$ 129.56	\$ 2,591.20	\$ 168.00	\$ 3,360.00
283	20	ea	6" Cl Dresser	\$ 50.79	\$ 1,015.80	NB	NB	\$ 61.62	\$ 1,232.40	\$ 79.00	\$ 1,580.00
284	10	ea	8" Cl Dresser	\$ 64.20	\$ 642.00	NB	NB	\$ 78.00	\$ 780.00	\$ 100.50	\$ 1,005.00
285	10	ea	10" Cl Dresser	\$ 88.21	\$ 882.10			\$ 107.70	\$ 1,077.00		
286	10	ea	12" Cl Dresser	\$ 106.12	\$ 1,061.20	NB	NB	\$ 128.23	\$ 1,282.30	\$ 168.00	\$ 1,680.00
TOTAL GROSS PRICE											
CASH DISCOUNT											
TOTAL NET PRICE											
F.O.B.											
DELIVERY											
				DELIVERED		DELIVERED		DELIVERED		DELIVERED	
CITY OF ALLEN- BID RECAP SHEET				Municipal Waterworks			Mainline Supply			Ferguson Waterworks	
OPENED 4/15/10											
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ITEM		QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL				
287		10	ea	3" Megalug	\$ 19.45	\$ 194.50	NB	NB	\$ 19.05	\$ 190.50	\$ 17.50	\$ 175.00						
288		15	ea	4" Megalug	\$ 20.95	\$ 314.25	NB	NB	\$ 20.05	\$ 300.75	\$ 17.50	\$ 262.50						
289		400	ea	6" Megalug	\$ 26.25	\$ 10,500.00	NB	NB	\$ 24.88	\$ 9,952.00	\$ 20.00	\$ 8,000.00						
290		200	ea	8" Megalug	\$ 37.95	\$ 7,590.00	NB	NB	\$ 36.82	\$ 7,364.00	\$ 29.55	\$ 5,910.00						
291		150	ea	10" Megalug	\$ 70.95	\$ 10,642.50			\$ 69.62	\$ 10,443.00								
292		150	ea	12" Megalug	\$ 74.55	\$ 11,182.50	NB	NB	\$ 73.18	\$ 10,977.00	\$ 58.50	\$ 8,775.00						
293		4	ea	18" Megalug	\$ 196.59	\$ 786.36	NB	NB	\$ 194.24	\$ 776.96	\$ 160.00	\$ 640.00						
294		4	ea	20" Megalug	\$ 243.75	\$ 975.00			\$ 242.00	\$ 968.00								
295		4	ea	24" Megalug	\$ 281.50	\$ 1,126.00			\$ 277.94	\$ 1,111.76								
296		4	ea	3" Gland Pack	\$ 8.29	\$ 33.16	\$ 8.15	\$ 32.60	\$ 9.50	\$ 38.00	\$ 5.25	\$ 21.00						
297		6	ea	4" Gland Pack	\$ 9.82	\$ 58.92	\$ 9.60	\$ 57.60	\$ 9.79	\$ 58.74	\$ 5.75	\$ 34.50						
298		400	ea	6" Gland Pack	\$ 12.89	\$ 5,156.00	\$ 12.60	\$ 5,040.00	\$ 12.50	\$ 5,000.00	\$ 7.00	\$ 2,800.00						
299		200	ea	8" Gland Pack	\$ 14.90	\$ 2,980.00	\$ 14.20	\$ 2,840.00	\$ 12.50	\$ 2,500.00	\$ 7.40	\$ 1,480.00						
300		150	ea	10" Gland Pack	\$ 19.87	\$ 2,980.50			\$ 20.00	\$ 3,000.00								
301		150	ea	12" Gland Pack	\$ 22.35	\$ 3,352.50	\$ 21.50	\$ 3,225.00	\$ 22.00	\$ 3,300.00	\$ 10.60	\$ 1,590.00						
302		4	ea	18" Gland Pack	\$ 57.99	\$ 231.96	\$ 57.00	\$ 228.00	\$ 85.79	\$ 343.16	\$ 17.50	\$ 70.00						
303		4	ea	20" Gland Pack	\$ 66.89	\$ 267.56			\$ 91.00	\$ 364.00								
304		4	ea	24" Gland Pack	\$ 88.98	\$ 355.92			\$ 99.63	\$ 398.52								
305		10	ea	6" MJ 90	\$ 51.59	\$ 515.90	\$ 50.90	\$ 509.00	\$ 80.58	\$ 805.80	\$ 47.50	\$ 475.00						
306		6	ea	6" MJ 45	\$ 42.96	\$ 257.76	\$ 41.90	\$ 251.40	\$ 66.36	\$ 398.16	\$ 40.00	\$ 240.00						
307		6	ea	8" MJ 90	\$ 77.02	\$ 462.12	\$ 75.20	\$ 451.20	\$ 118.97	\$ 713.84	\$ 71.00	\$ 426.00						
308		4	ea	8" MJ 45	\$ 61.37	\$ 245.48	\$ 59.90	\$ 239.60	\$ 94.80	\$ 379.20	\$ 57.00	\$ 228.00						
309		2	ea	4" PVC Back Flow Preventer	\$ 21.25	\$ 42.50	\$ 21.00	\$ 42.00	\$ 22.00	\$ 44.00	\$ 20.75	\$ 41.50						
310		100	ea	Cast Iron Cleanout	\$ 43.25	\$ 4,325.00	\$ 182.00	\$ 18,200.00	\$ 163.30	\$ 16,330.00	\$ 43.25	\$ 4,325.00						
311		100	ea	Cast Iron Cleanout Lid	\$ 9.05	\$ 905.00	\$ 20.50	\$ 2,050.00	\$ 20.60	\$ 2,060.00	\$ 10.00	\$ 1,000.00						
312		100	ea	4" PVC Cleanout Lid	\$ 1.27	\$ 127.00	\$ 11.00	\$ 1,100.00	\$ 1.49	\$ 149.00	\$ 1.30	\$ 130.00						
		TOTAL GROSS PRICE																
		CASH DISCOUNT																
		TOTAL NET PRICE																
		F.O.B.			DELIVERED		DELIVERED		DELIVERED		DELIVERED							
		DELIVERY																
CITY OF ALLEN - BID RECAP SHEET							Municipal Waterworks			Mainline Supply			Ferguson Waterworks		North Star Underground			
OPENED 4/15/10																		
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BUYER Kellie Boyer																		

I T E M	QTY	U N I T	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
313	100	ea	4" Rubber Clean HUB	\$ 2.05	\$ 205.00	\$ 2.30	\$ 230.00	\$ 3.10	\$ 310.00	\$ 19.75	\$ 1,975.00		
314	60	ea	4" PVC Cleanout Top	\$ 2.26	\$ 135.60	\$ 1.40	\$ 84.00	\$ 2.45	\$ 147.00	\$ 2.00	\$ 120.00		
315	100	ea	6" PVC Cleanout Top	\$ 5.95	\$ 595.00	\$ 7.20	\$ 720.00	\$ 7.49	\$ 749.00	\$ 5.95	\$ 595.00		
316	100	ea	6" PVC Cleanout HUB	\$ 10.61	\$ 1,061.00	\$ 11.00	\$ 1,100.00	\$ 11.60	\$ 1,160.00	\$ 9.00	\$ 900.00		
317	200	ea	4" PVC-PVC CT Adapter	\$ 3.63	\$ 726.00	\$ 3.10	\$ 620.00	\$ 3.10	\$ 620.00	\$ 2.75	\$ 550.00		
318	200	ea	4" PVC Clay CT Adapter	\$ 3.63	\$ 726.00	\$ 3.10	\$ 620.00	\$ 3.10	\$ 620.00	\$ 2.75	\$ 550.00		
319	200	ea	6" PVC - PVC CT Adapter	\$ 7.75	\$ 1,550.00	\$ 6.60	\$ 1,320.00	\$ 6.63	\$ 1,326.00	\$ 5.65	\$ 1,130.00		
320	200	ea	6" PVC-Clay CT Adapter	\$ 7.75	\$ 1,550.00	\$ 6.60	\$ 1,320.00	\$ 6.63	\$ 1,326.00	\$ 5.65	\$ 1,130.00		
321	100	ea	8" PVC-PVC CT Adapter	\$ 11.90	\$ 1,190.00	\$ 10.20	\$ 1,020.00	\$ 10.20	\$ 1,020.00	\$ 8.70	\$ 870.00		
322	60	ea	8" PVC Clay CT Adapter	\$ 11.90	\$ 714.00	\$ 10.20	\$ 612.00	\$ 10.20	\$ 612.00	\$ 8.70	\$ 522.00		
323	20	ea	10" PVC-Clay CT Adapter	\$ 19.40	\$ 388.00	\$ 13.80	\$ 276.00	\$ 15.26	\$ 305.20	\$ 13.25	\$ 265.00		
324	20	ea	12" PVC-PVC CT Adapter	\$ 22.60	\$ 452.00	\$ 16.50	\$ 330.00	\$ 17.88	\$ 357.60	\$ 16.00	\$ 320.00		
325	20	ea	10" x 10" PVC CT Adapter	\$ 19.40	\$ 388.00	\$ 13.80	\$ 276.00	\$ 15.31	\$ 306.20	\$ 13.25	\$ 265.00		
326	20	ea	12" PVC-Clay CT Adapter	\$ 22.60	\$ 452.00	\$ 16.50	\$ 330.00	\$ 16.98	\$ 339.60	\$ 16.00	\$ 320.00		
327	40	ea	24" Ring	\$ 116.20	\$ 4,648.00	\$ 149.00	\$ 5,960.00	\$ 141.64	\$ 5,665.60	\$ 87.50	\$ 3,500.00		
328	40	ea	24" Manhole Lid	\$ 116.20	\$ 4,648.00	\$ 149.00	\$ 5,960.00	\$ 142.10	\$ 5,684.00	\$ 87.50	\$ 3,500.00		
329	20	ea	24" x 2" Manhole Riser	\$ 37.21	\$ 744.20	\$ 150.00	\$ 3,000.00	\$ 142.61	\$ 2,852.20	\$ 42.00	\$ 840.00		
330	1000	ft	4" SCH35 PVC Pipe	\$ 0.78	\$ 780.00	\$ 0.76	\$ 760.00	\$ 0.72	\$ 716.00	\$ 0.88	\$ 880.00		
331	1000	ft	6" SCH35 PVC Pipe	\$ 1.67	\$ 1,670.00	\$ 1.63	\$ 1,630.00	\$ 1.40	\$ 1,400.00	\$ 1.92	\$ 1,920.00		
332	1000	ft	8" SCH35 PVC Pipe	\$ 3.00	\$ 3,000.00	\$ 2.90	\$ 2,900.00	\$ 2.60	\$ 2,600.00	\$ 3.44	\$ 3,440.00		
333	300	ft	10" SCH35 PVC Pipe	\$ 4.71	\$ 1,413.00	\$ 4.55	\$ 1,365.00	\$ 4.00	\$ 1,200.00	\$ 5.40	\$ 1,620.00		
334	300	ft	12" SCH35 PVC Pipe	\$ 6.75	\$ 2,025.00	\$ 6.50	\$ 1,950.00	\$ 6.00	\$ 1,800.00	\$ 7.75	\$ 2,325.00		
335	300	ft	4" PVC 22	\$ 4.64	\$ 1,392.00	\$ 1.95	\$ 585.00	\$ 5.10	\$ 1,530.00	\$ 4.00	\$ 1,200.00		
336	300	ft	4" PVC 45	\$ 4.65	\$ 1,395.00	\$ 1.80	\$ 540.00	\$ 5.12	\$ 1,536.00	\$ 4.00	\$ 1,200.00		
337	200	ea	24" Inflow Manhole Covers	\$ 27.75	\$ 5,550.00	\$ 26.00	\$ 5,200.00	\$ 30.66	\$ 6,132.00	\$ 25.00	\$ 5,000.00		
338	100	ea	4" PVC 90	\$ 5.85	\$ 585.00	\$ 2.05	\$ 205.00	\$ 6.44	\$ 644.00	\$ 5.00	\$ 500.00		
TOTAL GROSS PRICE													
CASH DISCOUNT													
TOTAL NET PRICE													
F.O.B.				DELIVERED		DELIVERED		DELIVERED		DELIVERED			
DELIVERY													

CITY OF ALLEN- BID RECAP SHEET

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BUYER Kellie Boyer...

Municipal Waterworks

Mainline Supply

Ferguson Waterworks

North Star Underground

Attachment 1301

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I T E M		QTY	U N I T	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
339	100	ea	6" PVC 22		\$ 9.08	\$ 908.00	\$ 9.60	\$ 960.00	\$ 10.08	\$ 1,008.00	\$ 7.95	\$ 795.00		
340	100	ea	6" PVC 45		\$ 9.43	\$ 943.00	\$ 9.90	\$ 990.00	\$ 10.39	\$ 1,039.00	\$ 8.20	\$ 820.00		
341	40	ea	8" PVC 22		\$ 26.62	\$ 1,064.80	\$ 28.00	\$ 1,120.00	\$ 29.33	\$ 1,173.20	\$ 23.00	\$ 920.00		
342	40	ea	12" PVC 45		\$ 99.39	\$ 3,975.60	\$ 104.00	\$ 4,160.00	\$ 109.52	\$ 4,380.80	\$ 85.00	\$ 3,400.00		
343	300	ea	4" x 4" PVC WYE		\$ 8.02	\$ 2,406.00	\$ 3.20	\$ 960.00	\$ 8.82	\$ 2,646.00	\$ 6.95	\$ 2,085.00		
344	200	ea	6" x 4" PVC WYE		\$ 16.24	\$ 3,248.00	\$ 17.20	\$ 3,440.00	\$ 17.88	\$ 3,576.00	\$ 14.00	\$ 2,800.00		
345	300	ea	6" x 6" PVC WYE		\$ 18.39	\$ 5,517.00	\$ 19.40	\$ 5,820.00	\$ 20.25	\$ 6,075.00	\$ 16.00	\$ 4,800.00		
346	300	ea	8" x 4" PVC WYE		\$ 24.22	\$ 7,266.00	\$ 25.60	\$ 7,680.00	\$ 26.70	\$ 8,010.00	\$ 21.00	\$ 6,300.00		
347	100	ea	8" x 6" PVC WYE		\$ 28.90	\$ 2,890.00	\$ 30.60	\$ 3,060.00	\$ 31.83	\$ 3,183.00	\$ 25.00	\$ 2,500.00		
348	50	ea	8" x 8" PVC WYE		\$ 52.25	\$ 2,612.50	\$ 2.40	\$ 120.00	\$ 55.50	\$ 2,775.00				
349	100	ea	4" x 4" PVC Tee		\$ 7.82	\$ 782.00	\$ 16.60	\$ 1,660.00	\$ 8.29	\$ 829.00	\$ 6.50	\$ 650.00		
350	200	ea	6" x 4" PVC Tee		\$ 16.37	\$ 3,274.00	\$ 17.00	\$ 3,400.00	\$ 17.37	\$ 3,474.00	\$ 13.70	\$ 2,740.00		
351	100	ea	6" x 6" PVC Tee		\$ 16.72	\$ 1,672.00	\$ 1.15	\$ 115.00	\$ 17.76	\$ 1,776.00	\$ 14.00	\$ 1,400.00		
352	100	ea	4" PVC Collar		\$ 5.95	\$ 595.00	\$ 12.15	\$ 1,215.00	\$ 6.32	\$ 632.00	\$ 5.00	\$ 500.00		
353	100	ea	6" PVC Collar		\$ 11.75	\$ 1,175.00	\$ 20.60	\$ 2,060.00	\$ 12.63	\$ 1,263.00	\$ 10.20	\$ 1,020.00		
354	60	ea	8" PVC Collar		\$ 19.70	\$ 1,182.00	\$ 2.30	\$ 138.00	\$ 21.44	\$ 1,286.40	\$ 17.00	\$ 1,020.00		
355	60	ea	4" SCH40 Collar		\$ 2.25	\$ 135.00	\$ 3.00	\$ 180.00	\$ 2.20	\$ 132.00	\$ 2.80	\$ 168.00		
356	150	ea	SCH35 x SCH40 Reducer		\$ 15.25	\$ 2,287.50	\$ 17.40	\$ 2,610.00	\$ 5.01	\$ 751.50	\$ 2.75	\$ 412.50		
357	100	ea	6" x 4" PVC Reducer		\$ 16.65	\$ 1,665.00	\$ 29.00	\$ 2,900.00	\$ 18.15	\$ 1,815.00	\$ 4.80	\$ 480.00		
358	20	ea	8" x 6" PVC Reducer		\$ 28.45	\$ 569.00	\$ 27.00	\$ 540.00	\$ 30.25	\$ 605.00	\$ 20.00	\$ 400.00		
359	40	ea	15" x 4" Rubber Tee		\$ 19.23	\$ 769.20	\$ 35.00	\$ 1,400.00	\$ 22.13	\$ 885.20	\$ 20.50	\$ 820.00		
360	40	ea	15" x 6" Rubber Tee		\$ 25.45	\$ 1,018.00	\$ 41.00	\$ 1,640.00	\$ 29.26	\$ 1,170.40	\$ 27.00	\$ 1,080.00		
361	40	ea	15" x 4" Tap Saddle		\$ 23.95	\$ 958.00	\$ 45.00	\$ 1,800.00	\$ 46.32	\$ 1,852.80	\$ 41.00	\$ 1,640.00		
362	40	ea	15" x 6" Tap Saddle		\$ 30.35	\$ 1,214.00	\$ 2.30	\$ 92.00	\$ 56.44	\$ 2,257.60	\$ 46.00	\$ 1,840.00		
363	40	ea	4" PVC Plug		\$ 2.30	\$ 92.00	\$ 3.60	\$ 144.00	\$ 2.49	\$ 99.60	\$ 2.10	\$ 84.00		
364	40	ea	6" PVC Plug		\$ 3.50	\$ 140.00	\$ 12.90	\$ 516.00	\$ 3.82	\$ 152.80	\$ 3.10	\$ 124.00		
TOTAL GROSS PRICE														
CASH DISCOUNT														
TOTAL NET PRICE														
F.O.B.					DELIVERED		DELIVERED		DELIVERED		DELIVERED			
DELIVERY														

CITY OF ALLEN- BID RECAP SHEET

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BUYER Kellie Boyer

Municipal Waterworks

Mainline Supply

Ferguson Waterworks

North Star Underground

Attachment 1301

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I T E M		QTY	U N I T	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
365	40	ea	8" Push in Plug		\$ 12.75	\$ 510.00	\$ 12.90	\$ 516.00	\$ 13.56	\$ 542.40	\$ 10.20	\$ 408.00			
366	10	ea	10" PVC Plug		\$ 40.50	\$ 405.00	\$ 43.50	\$ 435.00	\$ 45.17	\$ 451.70	\$ 35.00	\$ 350.00			
367	10	ea	12" PVC Plug		\$ 48.00	\$ 480.00	\$ 52.00	\$ 520.00	\$ 53.98	\$ 539.80	\$ 42.00	\$ 420.00			
368	10	ea	6" Expandable Plug		\$ 11.65	\$ 116.50	\$ 11.30	\$ 113.00	\$ 12.23	\$ 122.30	\$ 11.50	\$ 115.00			
369	50	ea	8" Expandable Plug		\$ 21.95	\$ 1,097.50	\$ 21.50	\$ 1,075.00	\$ 23.18	\$ 1,159.00	\$ 20.00	\$ 1,000.00			
370	300	ea	2 Bolt 4" Dallas Lateral Cut Out		\$ 16.25	\$ 4,875.00	\$ 69.00	\$ 20,700.00	\$ 67.00	\$ 20,100.00	\$ 14.00	\$ 4,200.00			
371	20	ea	3 Manhole Fiberglass		\$ 479.00	\$ 9,580.00	\$ 435.00	\$ 8,700.00	\$ 427.00	\$ 8,540.00	\$ 425.00	\$ 8,500.00			
372	20	ea	4 Manhole Fiberglass		\$ 548.00	\$ 10,960.00	\$ 490.00	\$ 9,800.00	\$ 489.00	\$ 9,780.00	\$ 510.00	\$ 10,200.00			
373	20	ea	5 Manhole Fiberglass		\$ 621.00	\$ 12,420.00	\$ 560.00	\$ 11,200.00	\$ 554.00	\$ 11,080.00	\$ 570.00	\$ 11,400.00			
374	20	ea	6 Manhole Fiberglass		\$ 689.00	\$ 13,780.00	\$ 620.00	\$ 12,400.00	\$ 615.00	\$ 12,300.00	\$ 630.00	\$ 12,600.00			
375	10	ea	7 Manhole Fiberglass		\$ 756.00	\$ 7,560.00	\$ 680.00	\$ 6,800.00	\$ 675.00	\$ 6,750.00	\$ 690.00	\$ 6,900.00			
376	10	ea	8 Manhole Fiberglass		\$ 824.00	\$ 8,240.00	\$ 740.00	\$ 7,400.00	\$ 735.00	\$ 7,350.00	\$ 750.00	\$ 7,500.00			
377	5	ea	9 Manhole Fiberglass		\$ 892.00	\$ 4,460.00	\$ 800.00	\$ 4,000.00	\$ 794.00	\$ 3,970.00	\$ 810.00	\$ 4,050.00			
378	15	ea	10 Manhole Fiberglass		\$ 959.00	\$ 14,385.00	\$ 860.00	\$ 12,900.00	\$ 855.00	\$ 12,825.00	\$ 875.00	\$ 13,125.00			
379	2	ea	11 Manhole Fiberglass		\$ 1,121.00	\$ 2,242.00	\$ 1,000.00	\$ 2,000.00	\$ 999.00	\$ 1,998.00	\$ 1,025.00	\$ 2,050.00			
380	1000	ea	1 1/2" Meter Flange Set		\$ 33.35	\$ 33,350.00	\$ 38.00	\$ 38,000.00	\$ 48.79	\$ 48,790.00	\$ 43.50	\$ 43,500.00			
381	1000	ea	2 Meter Flange Set		\$ 35.60	\$ 35,600.00	\$ 39.00	\$ 39,000.00	\$ 49.68	\$ 49,680.00	\$ 54.00	\$ 54,000.00			
382	5000	ea	3/4" Straight Meter Coupling		\$ 4.70	\$ 23,500.00	NB	NB	\$ 4.70	\$ 23,500.00	\$ 3.40	\$ 17,000.00			
383	3000	ea	1 Straight Meter Coupling		\$ 7.20	\$ 21,600.00	NB	NB	\$ 7.23	\$ 21,690.00	\$ 6.60	\$ 19,800.00			
384	3000	ea	1 Bent Meter Coupling		\$ 9.82	\$ 29,460.00	NB	NB	\$ 10.27	\$ 30,810.00	\$ 9.49	\$ 28,470.00			
385	300	ea	3/4" x 7" Meter Riser		\$ 44.98	\$ 13,494.00	NB	NB	\$ 45.41	\$ 13,623.00	\$ 44.35	\$ 13,305.00			
386	100	ea	1" x 10" Meter Riser		\$ 93.05	\$ 9,305.00	NB	NB	\$ 85.02	\$ 8,502.00	\$ 92.70	\$ 9,270.00			
387	100	ea	1" x 12" Meter Riser		\$ 94.00	\$ 9,400.00	NB	NB	\$ 88.06	\$ 8,806.00	\$ 94.50	\$ 9,450.00			
388	50	ea	1" x 18" Meter Riser		\$ 109.69	\$ 5,484.50	NB	NB	\$ 96.00	\$ 4,800.00	\$ 112.00	\$ 5,600.00			
389	50	ea	1 1/2" x 18" Meter Riser		\$ 550.00	\$ 27,500.00	NB	NB	\$ 492.98	\$ 24,649.00	\$ 490.00	\$ 24,500.00			
390	50	ea	2" x 24" Meter Riser		\$ 620.00	\$ 31,000.00	NB	NB	\$ 577.30	\$ 28,865.00	\$ 625.00	\$ 31,250.00			
TOTAL GROSS PRICE															
CASH DISCOUNT															
TOTAL NET PRICE															
F.O.B.					DELIVERED		DELIVERED		DELIVERED		DELIVERED				
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CITY OF ALLEN- BID RECAP SHEET					Municipal Waterworks			Mainline Supply			Ferguson Waterworks			North Star Underground	
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BUYER Kellie Boyer															

STATE OF TEXAS §
§ **AGREEMENT FOR WATER & SEWER PARTS AND**
COUNTY OF COLLIN § **SUPPLIES**

This agreement (“Agreement”) is made by and between the City of Allen, Texas (“City”) and North Star Underground Utility (“Contractor”) acting by and through their authorized representatives.

Recitals:

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 provide water and sewer parts and supplies in accordance with the terms and conditions set forth in this Agreement and the Contract Documents (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 on the last date of execution hereof (the “Effective Date”) and continue for a period of one (1) year from the Effective Date (the “Initial Term”). City maintains the right to renew this Agreement for up to two (2) additional renewal terms of one (1) year at the City’s sole discretion. The City may exercise its right to renew this Agreement by providing Contractor written notice thereof thirty (30) days prior to the expiration of the Initial Term or renewal term, as the case may be.

Article II
Contract Documents

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

- A. This Agreement;
- B. City’s Request for Bid #2010-3-121 (“Specifications”); and

- C. North Star Underground Utility's Response to City's Request for Quote #2010-3-121 ("Response").

Article III Scope of Services

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

Article IV Schedule of Work

Contractor agrees to commence Services upon execution of this Agreement and to complete the required Services at the times and locations provided by the City as set forth in Exhibit "A."

Article V Compensation and Method of Payment

5.1 City shall compensate Contractor for the Services, including all labor, materials, equipment and supplies as provided in Exhibit "A." The total compensation to Contractor shall not exceed fifty thousand dollars (\$50,000) during the Initial Term under this Agreement. Any request by Contractor to change the compensation for a renewal term under this Agreement must be presented in writing to the City at least ninety (90) days before the expiration of the Initial Term or renewal term, as the case may be.

5.2 City shall compensate Contractor as provided herein and in Exhibit "A" with the payment term being net 30 days after the date the City is delivered a written invoice for Services completed.

Article VI Notice to Proceed

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

Article VII Suspension of Work

City shall have the right to immediately suspend work by Contractor if City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement.

In such event, any payments due Contractor shall be suspended until Contractor has taken satisfactory corrective action.

Article VIII

Devotion of Time; Personnel; and Equipment

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

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

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

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

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

Article XII Miscellaneous

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

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

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

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

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

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

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

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

If intended for City:

City of Allen, Texas.
Attn: City Manager
Allen Civic Plaza
305 Century Parkway
Allen, Texas 75013
Facsimile: _____

with copy to:

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

If intended for Contractor:

Attn: _____
13907 US 75
Van Alstyne, Texas 75495
Facsimile: _____

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

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

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

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

within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all costs incurred by City.

Neither party shall be liable to the other for special, indirect, consequential or punitive damages for any reason.

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.

(Signature page to follow)

EXECUTED this _____ day of _____, 2010.

CITY OF ALLEN

By: _____
PETER H. VARGAS, CITY MANAGER

Allen Civic Plaza
305 Century Parkway
Allen, Texas 75013

ATTEST

SHELLEY B. GEORGE, CITY SECRETARY

EXECUTED this _____ day of _____, 2010.

NORTH STAR UNDERGROUND UTILITY

By: _____
Signature of Authorized Officer

Name: _____
Print Name

Title: _____

13907 US 75
Van Alstyne, Texas 75495

EXHIBIT “A”
SPECIFICATIONS AND RESPONSE

1. City’s Request for Quote #2010-3-121.
2. North Star Underground Utility’s Response to City’s Request for Quote #2010-3-121.

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: June 22, 2010

SUBJECT: Authorize the City Manager to Execute a Two-Year Contract with Weaver and Tidwell, L.L.P. for Professional Auditing Services

STAFF RESOURCE: Joanne Stoehr, Assistant Finance Director

PREVIOUS COUNCIL ACTION: The current audit services contract expired with the completion of the FY09 audit.

ACTION PROPOSED: Authorize the City Manager to Execute a Two-Year Contract with Weaver and Tidwell, L.L.P. for Professional Auditing Services

BACKGROUND

The City Charter requires an annual independent audit of the City's funds and accounts. In 1999 and 2004 the City sought competitive bids for audit services. From the bids received, Weaver and Tidwell was awarded five-year contracts in both 1999 and 2004. The FY2009 audit was the final year of the second five-year contract and the amount paid was \$66,400 which included an additional \$1,400 fee for new audit requirements mandated by the American Institute of Certified Public Accountants (AICPA) and \$3,000 for a single audit required because the City received over \$500,000 in state and federal grants.

Weaver has now proposed to perform the annual audit under the same terms and conditions but at a slightly increased annual amount of \$66,000 for two additional years (the FY2010 and FY2011 audits). Researching audit costs that other cities the size of Allen incur shows that the \$66,000 rate is approximately \$20,300 less than new contracts other cities are now entering into. Also, in addition to the small fee increase, Weaver's familiarity of Allen's financial records will support the transition to a new fund balance reporting requirement (Government Accounting Standards Board, Statement 54) to be implemented in FY2011.

If a single audit or any other service outside the scope of the annual financial statement audit is required, Weaver will perform those services for a fee not to exceed \$5,000. In FY2010 a single audit will be required because the City has received state and federal grants in excess of the \$500,000 threshold which requires the single audit.

BUDGETARY IMPACT

The budgetary impact for FY2010 and F2011 will be a small \$2,600 annual increase (excluding the single audit) compared to the FY2009 audit expenditure. The City saves an estimated \$40,000 by approving this two-year contract with the expectation of a large increase for audit services in FY2012 and future years.

The annual fees proposed by Weaver are as follows:

\$66,000 - FY11 audit

\$66,000 - FY10

Historical costs under the prior five year contract (including single audit fees) with Weaver and Tidwell have been:

\$66,400 - FY09

\$58,900 - FY08

\$58,700 - FY07

\$51,600 - FY06

\$49,800 - FY05

STAFF RECOMMENDATION

Staff recommends approval of the agreement with Weaver and Tidwell, L.L.P. for professional auditing services and authorization for the City Manager to execute the two-year agreement with Weaver and Tidwell, L.L.P.

MOTION

I make a motion to authorize the City Manager to execute a two-year professional auditing services agreement with Weaver and Tidwell, L.L.P.

ATTACHMENT

Auditing Services Agreement with Exhibits

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

This agreement ("Agreement") is made by and between the City of Allen, Texas ("City") and Weaver and Tidwell, L.L.P. (the "Professional") acting by and through their authorized representatives.

Recitals:

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

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

WHEREAS, Professional hereby agrees to provide the City with professional auditing services in accordance with this Agreement, the specifications contained in RFP #2005-5-178 dated July 5, 2005 ("Specifications"), and in accordance with generally accepted accounting principles in the State of Texas.

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

Article I
Term

1.1 The term of this Agreement shall be for two (2) fiscal years starting with the fiscal year beginning October 1, 2009 and ending on September 30, 2010, running through the fiscal year beginning October 1, 2010 and ending on September 30, 2011. Except as otherwise provided herein, this Agreement shall terminate upon Professional's completion of the auditing services for the fiscal year ending September 30, 2011.

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

Article II Scope of Services

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

2.2 The parties acknowledge and agree that any and all opinions provided by the Professional represent the best judgment of the Professional.

2.3 All work papers prepared by the Firm shall remain the property of Weaver and Tidwell, L.L.P. Weaver and Tidwell, L.L.P., shall provide copies of any and all workpapers requested by the City. Any published document that includes a reference to the audit must present this independent auditors report, and the management notes, in its entirety.

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

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

Article III Compensation

3.1 The City shall compensate the Professional for the services by payment of a fee as set forth in the Specifications and the Professional's quote set forth in Exhibit "B". The total compensation to Professional shall not exceed \$66,000.00 for Professional's services for each fiscal year under this Agreement. Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the work, the time worked, the actual work performed the rates charged for such service, reimbursable expenses, the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. The monthly invoices shall be submitted on or before the 15th day of each calendar month. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

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

3.3 Professional recognizes that this Agreement shall commence upon the day first written above and continue in full force and effect until termination in accordance with its

provisions. Professional and City herein recognize that the continuation of any agreement after the close of any given fiscal year of the City of Allen, which fiscal year ends on September 30th of each year, shall be subject to Allen City Council approval. In the event that the Allen City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

Article IV Devotion of Time; Personnel; and Equipment

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

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

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

Article V Miscellaneous

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

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

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

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

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

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

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

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

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

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

If intended for Professional:

Attn: Jerry Gaither
Weaver & Tidwell, L.L.P.
12221 Merit Drive
Suite 1400
Dallas, Texas 75251

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

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

5.11 Indemnification.

- (a) Professional shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided by Professional and to the extent caused by the negligent act or omission or intentional wrongful act or omission of Professional, its officers, agents, employees, subcontractors, licensees; invitees or any other third parties for whom Professional is legally responsible (hereinafter "Claims"). Professional is expressly required to defend City against all such Claims.
- (b) In its sole discretion, City shall have the right to approve defense counsel to be retained by Professional 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 Professional's obligation to defend City or as a waiver of Professional's obligation to indemnify City pursuant to this Agreement. Professional 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 Agreement. If Professional fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Professional shall be liable for all costs incurred by City.

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

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

5.14 Insurance.

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

statutory Worker's Compensation Insurance covering all of Professional's employees involved in the provision of services under this Agreement.

- (b) 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 Worker's 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.
- (c) All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "B" 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.

(Signature page to follow)

EXECUTED this _____ day of _____, 2010.

City of Allen, Texas

By: _____
Peter H. Vargas, City Manager

EXECUTED this 24 day of May, 2010.

Weaver and Tidwell, L.L.P.

By: _____
Name: Dale Jensen
Title: Partner

City's Acknowledgment

State of Texas §

§

County of Collin §

This instrument was acknowledged before me on the _____ day of _____, 2010, by Peter H. Vargas, City Manager of the City of Allen, Texas, on behalf of said municipality.

Notary Public, State of Texas

My Commission Expires: _____

Professional's Acknowledgment

State of Texas §

§

County of Dallas §

This instrument was acknowledged before me on the _____ day of _____, 2010, by _____, the _____ of _____, on behalf of said _____.

Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT A

GENERAL INFORMATION

CITY OF ALLEN, TEXAS

PROPOSALS WILL BE ACCEPTED IN THE OFFICE OF THE PURCHASING MANAGER

REQUEST FOR PROPOSALS (RFP) 2005-5-178

**FOR
AUDIT SERVICES**

RFP PACKAGES ARE DUE TO THE
PURCHASING DIVISION PRIOR TO:

TUESDAY, JULY 5, 2005 at 2:00 P.M.

NO LATE PROPOSALS WILL BE ACCEPTED

*SUBMIT ORIGINAL PROPOSAL AND FOUR COPIES
ALONG WITH CURRENT INSURANCE CERTIFICATE*

PROPOSAL PACKAGES
MAY BE DELIVERED OR MAILED TO:

**CITY OF ALLEN PURCHASING DIVISION
305 CENTURY PARKWAY
ALLEN, TX 75013**

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:

Herbert Miller Jr, CPPO, Purchasing Manager, 214-509-4630

Or

Ann Maas, CPPB, Contract Specialist / Sr. Buyer, 214-509-4631

RFP NO. 2005-5-178
REQUEST FOR PROPOSALS FOR AUDIT SERVICES

VENDOR MUST SUBMIT ORIGINAL PROPOSAL PACKET PLUS "FOUR COPIES" TO FACILITATE EVALUATION. IF "COPIES" ARE NOT SUBMITTED WITH THE ORIGINAL, YOUR BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION. YOU MUST SUBMIT A COPY OF YOUR CURRENT INSURANCE CERTIFICATE IF INSURANCE IS REQUIRED FOR AWARD OF BID.

The City of Allen is accepting proposals for AUDIT SERVICES

CITY OF ALLEN BUSINESS DIVERSITY PROGRAM

It is the policy of the City to assist in increasing the opportunities to involve qualified small, minority and women-owned enterprises in the procurement and contracting activities of the City. The program is a "good faith" effort to assure small, minority and women-owned businesses are afforded an equal opportunity to compete. Contractors are required to submit evidence of "good faith" efforts in its contracting and subcontracting process.

PROPOSALS WILL BE OPENED IN THE OFFICE OF THE PURCHASING MANAGER, SECOND FLOOR, 305 CENTURY PARKWAY, ALLEN, TEXAS.

Vendor agrees to submit to the City, along with their proposals, a corporate resolution, certificate of partnership, partnership agreement or joint venture agreement which identifies the person(s) authorized to execute a contract on behalf of the corporation, partnership or joint venture.

WRITE THE PROPOSAL NUMBER ON YOUR ENVELOPE IN THE LOWER LEFT CORNER.

QUOTE F.O.B.: City of Allen

The successful vendor must execute an engagement letter by August 31, 2005.

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development:

- | | | | |
|------------------|----|---------------------|------------------|
| Is the company a | 1 | Sole Proprietorship | ____ Yes ____ No |
| | 2. | General Partnership | ____ Yes ____ No |
| | 3. | Limited Partnership | ____ Yes ____ No |
| | 4. | Corporation | ____ Yes ____ No |
| | 5. | Other | ____ Yes ____ No |

If the company is a **sole proprietorship**, please list the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

If the company is a **general partnership**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

If the company is a **limited partnership**, please list the exact name of the limited partnership, whether it is a limited partnership formed under the laws of the State of Texas or another state, the business address for the limited partnership, including the state and county, and list the names of all the general partners for the partnership:

If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

If the company is **another entity** not listed above, please list the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf:

Is the company a minority, or woman-owned business enterprise?

_____No _____Yes If yes, specify: _____MBE _____WBE

Has the company been certified as a minority/woman-owned business by any governmental agency?

_____No _____Yes

If yes, specify the governmental agency: _____

Date of certification: _____

CITY OF ALLEN INSURANCE REQUIREMENTS & AFFIDAVIT

Listed below are the types and amounts of insurance required. The City of Allen reserves the right to amend or require additional types and amounts of coverages or provision depending on the nature of the work. Contractors performing work on City property or public right-of-way for the City of Allen shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy. Questions regarding insurance should be directed to Kevin Martin, Risk Manager at 214-509-4680.

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate, or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated B+VI or higher by A.M. Best or equivalent.
2. Business Auto Liability	\$500,000 combined single limit	Owned, non-owned, and hired vehicles
3. Workers' Comp & Employers' Liability	Statutory Limits \$100,000 each accident	City to be provided a waiver of subrogation

PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

INSURANCE REQUIREMENT AFFIDAVIT

(To be completed by appropriate Insurance Agent)

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified vendor. If the below identified vendor is awarded this contract by the City of Allen, I will be able, within ten (10) working days after being notified of such potential award, to furnish a valid insurance certificate to the City meeting all of the requirements contained in this bid. If this time requirement is not met, the City has the right to declare this vendor non-responsive & award the contract to the next bidder meeting specifications.

Agent's Signature

Agent's Name Printed

Name of Insurance Carrier

Address of Agency

City, State, Zip

Phone number where Agent may be contacted

Vendor's Name (please print or type)

SUBSCRIBED AND SWORN to before me by the above named _____

on this the _____ day of _____, 2005.

Notary Public in and for the State of _____

BIDDER AGREEMENT

I agree to provide the above described insurance coverages if selected to perform work for the City of Allen. I also agree to provide the City evidence of insurance coverage on any and all subcontractors performing work on the project.

Company: _____

Printed Name: _____ Vendor # (if applicable) _____

Signature: _____ Date: _____

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter Section 10.05.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor

By:_____
Signature

(Print Name)

(Title)

STATE OF TEXAS §
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2005.

Notary Public, State of Texas



PURCHASING DEPARTMENT

SCHEDULE OF SUBCONTRACTORS

Bidder/Contractor: _____ Small _____ WBE _____ MBE _____ Non-S/M/WBE

Description: _____ Contract/Solicitation Number _____

Check the applicable: _____ Subcontracting/Vendor Opportunities

_____ Sole Source _____ Direct Purchase

NOTE: If contract is a sole source and/or direct purchase, please enter the dollar amount of work to be completed and proceed to the Contractor's Certification, then sign and date this form.

As part of the procedures for the submission of Proposals, all Bidders/Contractors are required to identify ALL participating subcontractors/suppliers. Please identify such areas for above project, if applicable. Use additional sheets if necessary.

Name of company performing work	BUSINESS STATUS			Description of Commodity, Material, or Service	Dollar Amount
	SM.	MBE	WBE	Non S/M/WBE	
					\$
					\$
					\$
					\$
Dollar Amount of Work to be completed by Non-S/M/WBE Subcontractors					\$
Dollar Amount of Work to be completed by S/M/WBE Subcontractors					\$
Total (the total amount shall equal the amount proposed on summary of proposal page)					\$

CONTRACTOR'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the Contract, the certification shall be attached thereto and become a part thereof. Failure to provide accurate information or exercise positive, good faith efforts (as defined by the City's Business Diversity Program) in support of the City's small/minority/women business program good faith efforts.

Name and Title of Signer: _____

Signature: _____ Date: _____

WORK FORCE COMPOSITION

Name of Firm _____ Area Code/Phone Number _____

Address _____ City _____ State _____ Zip _____

Typed Name & Title of Authorized Executive _____

Full Time Employees	Total Number of Employees			White			American Indian			Black			Hispanic			Other*		
	Male	Female	%	Male	Female	%	Male	Female	%	Male	Female	%	Male	Female	%	Male	Female	%
Admin & Managerial																		
Professional																		
Technical																		
Sales Workers																		
Office & Clerical																		
Skilled Workers																		
Semiskilled Workers																		
Unskilled Workers																		
Apprentices																		
Seasonal, Temp & Part Time																		
TOTAL																		

Remarks _____

CONTRACTOR'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof.

Name and Title of Signer: _____
(Please print or type)

Signature: _____ Date: _____

*Please use additional sheets to identify the ethnicity of employees identified in this category.

GENERAL CONDITIONS OF BIDDING

1. **REQUIRED INFORMATION:** CITY OF ALLEN BID PACKETS CONTAIN VARIOUS SECTIONS REQUIRING COMPLETION. THE BID FORM SECTION OF THE BID PACKET MUST BE COMPLETED PRIOR TO THE DATE AND TIME SET FOR BID OPENING AND INCLUDED WITH THE BID PACKET OR THE VENDOR WILL BE FOUND NON-RESPONSIVE. VENDORS MAY BE REQUIRED TO COMPLETE AND SUPPLY ALL INFORMATION CONTAINED IN THE "SUPPLEMENTAL INFORMATION" PORTION OF THE PACKET AT A DATE AFTER BID OPENING. FAILURE TO COMPLETE "SUPPLEMENTAL INFORMATION" REQUIREMENTS IN A TIMELY MANNER, PRIOR TO COUNCIL AWARD, MAY BE USED BY THE CITY IN DETERMINING A VENDOR'S RESPONSIBILITY.
2. **INSTRUCTIONS:** THESE INSTRUCTIONS APPLY TO ALL QUOTATIONS AND BECOME A PART OF TERMS AND CONDITIONS OF ANY BID PACKET SUBMITTED.
3. **THESE GENERAL CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCT OR SERVICES THAT EXCEED \$25,000.00 IN COST.**
4. **ERROR-QUANTITY:** BID PRICE MUST BE SUBMITTED ON UNITS OF QUANTITY SPECIFIED, EXTEND, AND TOTAL SHOWN. IN THE EVENT OF DISCREPANCIES IN EXTENSIONS, THE UNIT PRICE SHALL GOVERN.
5. **MAKE-MODEL:** PLEASE QUOTE AS LISTED OR GIVE EQUAL. IF ITEM OFFERED IS OTHER THAN AS INDICATED, BIDDER MUST STATE MAKE, MODEL, AND PART NUMBER OF PRODUCT QUOTED. EQUALITY WILL BE DETERMINED BY THE SPECIFICATIONS.
6. **SPLIT AWARD:** THE CITY OF ALLEN RESERVES THE RIGHT TO AWARD A SEPARATE CONTRACT TO SEPARATE VENDORS FOR EACH ITEM/GROUP OR TO AWARD ONE CONTRACT FOR THE ENTIRE BID.
7. **ALTERNATE AWARD:** THE CITY OF ALLEN RESERVES THE RIGHT TO AWARD A VENDORS BID AS AN "ALTERNATE AWARD". THE ALTERNATE VENDOR'S BID SHALL REMAIN IN EFFECT FOR THE TERM OF THE AWARDED CONTRACT, SHOULD THE PRIMARY VENDOR BECOME UNABLE OR UNWILLING TO COMPLETE THE CONTRACT TERM, THE ALTERNATE VENDOR WILL BE NOTIFIED IN WRITING OF THEIR OFFICIAL CONTRACT AND START DATE. ALL TERMS AND CONDITIONS OF THE ORIGINAL BID WILL REMAIN IN EFFECT.
8. **PRICING:** BID PRICE(S) QUOTED MUST BE HELD FIRM FOR NINETY (90) DAYS TO ALLOW FOR EVALUATION UNLESS OTHERWISE STATED IN THIS DOCUMENT.
9. **F.O.B/DAMAGE:** QUOTATIONS SHALL BE BID F.O.B. DELIVERED, MUNICIPAL FACILITY, ALLEN, TX, AND SHALL INCLUDE ALL DELIVERY AND PACKAGING COSTS. THE CITY OF ALLEN ASSUMES NO LIABILITY FOR GOODS DELIVERED IN DAMAGED OR UNACCEPTABLE CONDITION. THE SUCCESSFUL BIDDER SHALL HANDLE ALL CLAIMS WITH CARRIERS, AND IN CASE OF DAMAGED GOODS, SHALL SHIP REPLACEMENT GOODS IMMEDIATELY UPON NOTIFICATION BY THE CITY OF DAMAGE.
10. **INVOICES:** INVOICES MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER, IN DUPLICATE, TO THE CITY OF ALLEN, FINANCE DEPARTMENT, ONE ALLEN CIVIC PLAZA, ALLEN, TX 75013.
11. **PAYMENT TERMS:** PAYMENT TERMS ARE NET 30 UNLESS OTHERWISE SPECIFIED BY THE CITY IN THIS BID PACKET.
12. **TAXES:** THE CITY OF ALLEN IS EXEMPT FROM FEDERAL MANUFACTURER'S EXCISE AND STATE SALES TAX. TAX MUST NOT BE INCLUDED IN BID. TAX EXEMPTION CERTIFICATES WILL BE EXECUTED BY THE CITY AND FURNISHED UPON REQUEST.
13. **SPECIFICATION-SAMPLES:** ANY CATALOG, BRAND NAMES, OR MANUFACTURER'S REFERENCE IN THIS BID PACKET IS DESCRIPTIVE AND NOT RESTRICTIVE, AND IS USED TO INDICATE TYPE AND QUALITY LEVEL DESIRED FOR COMPARISON PURPOSES UNLESS OTHERWISE NOTED. BIDS ON BRANDS OF LIKE NATURE AND QUALITY MAY BE CONSIDERED UNLESS SPECIFICALLY EXCLUDED. SAMPLES, IF REQUIRED, SHALL BE FURNISHED FREE OF EXPENSE TO THE CITY. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
14. **DELIVERY PROMISE - PENALTIES:** QUOTATIONS MUST SHOW THE NUMBER OF CALENDAR DAYS REQUIRED TO PLACE THE MATERIALS IN THE POSSESSION OF THE CITY. **DO NOT QUOTE SHIPPING DATES.** **WHEN DELIVERY DELAY CAN BE FORESEEN, THE BIDDER SHALL GIVE PRIOR NOTICE TO THE PURCHASING DIVISION, WHO SHALL HAVE THE RIGHT TO EXTEND THE DELIVERY DATE IF REASONS FOR DELAY APPEAR ACCEPTABLE. DEFAULT IN PROMISED DELIVERY, WITHOUT ACCEPTABLE REASONS, OF FAILURE TO MEET**

SPECIFICATIONS, AUTHORIZES THE PURCHASING DIVISION TO PURCHASE GOODS ELSEWHERE, AND CHARGE ANY INCREASE IN COST AND HANDLING TO THE DEFAULTING BIDDER.

15. **PACKAGING:** UNLESS OTHERWISE INDICATED, ITEMS WILL BE NEW, UNUSED, AND IN FIRST RATE CONDITION IN CONTAINERS SUITABLE FOR DAMAGE-FREE SHIPMENT AND STORAGE.
16. **CORRESPONDENCE:** THE NUMBER OF THIS BID PACKET MUST APPEAR ON ALL CORRESPONDENCE, INQUIRIES, ETC. PERTAINING TO THIS QUOTATION.
17. **DELIVERY TIMES:** DELIVERIES WILL BE ACCEPTABLE ONLY DURING NORMAL WORKING HOURS AT THE DESIGNATED CITY MUNICIPAL FACILITY.
18. **PATENT RIGHTS:** THE VENDOR AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY CLAIM INVOLVING PATENT RIGHT INFRINGEMENT OR COPYRIGHTS ON GOODS SUPPLIED.
19. **EVALUATION:** RESPONSE TO SPECIFICATION IS PRIMARY IN DETERMINING THE LOWEST RESPONSIBLE BID.
20. **FUNDING:** THE CITY OF ALLEN IS A HOME-RULE MUNICIPAL CORPORATION OPERATED AND FUNDED ON AN OCTOBER 1 TO SEPTEMBER 30 BASIS; ACCORDINGLY, THE CITY RESERVES THE RIGHT TO TERMINATE, WITHOUT LIABILITY TO THE CITY, ANY CONTRACT FOR WHICH FUNDING IS NOT AVAILABLE.
21. **ASSIGNMENT:** THE SUCCESSFUL BIDDER SHALL NOT SELL, ASSIGN, TRANSFER OR CONVEY THIS CONTRACT IN WHOLE, OR PART, WITHOUT THE PRIOR WRITTEN CONSENT OF THE PURCHASING DIVISION.
22. **INTERLOCAL AGREEMENT:** SUCCESSFUL BIDDER AGREES TO EXTEND PRICES TO ALL ENTITIES WHO HAVE ENTERED INTO OR WILL ENTER INTO JOINT PURCHASING INTERLOCAL COOPERATION AGREEMENTS WITH THE CITY OF ALLEN. THE CITY OF ALLEN IS A PARTICIPATING MEMBER OF THE COLLIN COUNTY GOVERNMENTAL PURCHASERS FORUM. AS SUCH, THE CITY OF ALLEN HAS EXECUTED INTERLOCAL AGREEMENTS, AS PERMITTED UNDER TEXAS GOVERNMENT CODE, CHAPTER 79I, WITH CERTAIN OTHER GOVERNMENTAL ENTITIES IN COLLIN COUNTY AUTHORIZING PARTICIPATION IN A COOPERATIVE PURCHASING PROGRAM. THE SUCCESSFUL VENDOR MAY BE ASKED TO PROVIDE PRODUCTS/SERVICES, BASED UPON THE BID PRICE, TO ANY OTHER PARTICIPANT IN THE FORUM.
23. **AUDIT:** THE CITY OF ALLEN RESERVES THE RIGHT TO AUDIT THE RECORDS AND PERFORMANCE OF SUCCESSFUL BIDDER DURING THE CONTRACT AND FOR THREE YEARS THEREAFTER.
24. **INSURANCE:** THE CITY REQUIRES VENDOR (S) TO CARRY THE MINIMUM INSURANCE AS REQUIRED BY STATE LAWS.
25. **PROTESTS:** ALL PROTESTS REGARDING THE BID SOLICITATION PROCESS MUST BE SUBMITTED IN WRITING TO THE PURCHASING AGENT WITHIN FIVE (5) WORKING DAYS FOLLOWING THE OPENING OF BIDS. THIS INCLUDES ALL PROTESTS RELATING TO ADVERTISING OF BID NOTICES, DEADLINES, BID OPENING, AND ALL OTHER RELATED PROCEDURES UNDER THE LOCAL GOVERNMENT CODE, AS WELL AS ANY PROTESTS RELATING TO ALLEGED IMPROPRIETIES OR AMBIGUITIES IN THE SPECIFICATIONS. THE LIMITATION DOES NOT INCLUDE PROTESTS RELATING TO STAFF RECOMMENDATIONS AS TO AWARD OF THIS BID. PROTESTS RELATING TO STAFF RECOMMENDATIONS MAY BE DIRECTED TO THE CITY MANAGER. ALL STAFF RECOMMENDATIONS WILL BE MADE AVAILABLE FOR PUBLIC REVIEW PRIOR TO CONSIDERATION BY THE CITY MANAGER.
26. **BID SUMMARY SHEET:** BIDDERS DESIRING A COPY OF THE BID PRICE SUMMARY SHEET MAY REQUEST SAME BY ENCLOSING A SELF-ADDRESSED STAMPED ENVELOPE WITH BID. RESULTS WILL NOT BE GIVEN BY TELEPHONE. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE CITY OF ALLEN PURCHASING DIVISION AT (214) 509-4633.
27. **LATE BIDS:** BID PACKETS RECEIVED IN THE PURCHASING DIVISION AFTER SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE. THE CITY OF ALLEN IS NOT RESPONSIBLE FOR THE LATENESS OF MAIL CARRIER, WEATHER CONDITIONS, ETC.
28. **ALTERING BIDS:** BID PRICES CANNOT BE ALTERED OR AMENDED AFTER SUBMISSION DEADLINE. ANY INTERLINEATION, ALTERATION OR ERASURE MADE BEFORE OPENING TIME MUST BE INITIALED BY THE SIGNER OF THE BID, GUARANTEEING AUTHENTICITY.
29. **WITHDRAWAL OF BIDS:** A BID PRICE MAY NOT BE WITHDRAWN OR CANCELED BY THE BIDDER FOR A PERIOD OF NINETY (90) DAYS FOLLOWING THE DATE DESIGNATED FOR THE RECEIPT OF BIDS WITHOUT WRITTEN APPROVAL OF PURCHASING AGENT, AND BIDDER SO AGREES UPON SUBMITTAL OF BID.

30. **PRESENTATION OF BIDS:** COMPLETE BID PACKETS MUST BE PRESENTED TO THE PURCHASING DIVISION IN A SEALED ENVELOPE.
31. **CHANGE ORDERS:** NO ORAL STATEMENT OF ANY PERSON SHALL MODIFY OR OTHERWISE CHANGE, OR AFFECT THE TERMS, CONDITIONS OR SPECIFICATIONS STATED IN THE RESULTING CONTRACT. ALL CHANGE ORDERS TO THE CONTRACT WILL BE MADE IN WRITING BY THE CITY OF ALLEN.
32. **ADDENDA:** ANY INTERPRETATIONS, CORRECTIONS OR CHANGES TO THIS BID PACKET WILL BE MADE BY ADDENDA. SOLE ISSUING AUTHORITY SHALL BE VESTED IN THE CITY OF ALLEN PURCHASING DIVISION. ADDENDA WILL BE SENT TO ALL WHO ARE KNOWN TO HAVE RECEIVED A COPY OF THIS BID PACKET. IF THE ADDENDA CONTAINS CHANGES TO THE "SPECIFICATIONS OR "BID FORM", BIDDERS SHALL ACKNOWLEDGE RECEIPT OF ALL ADDENDA OR THEY WILL BE DECLARED NON-RESPONSIVE.
33. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A PROSPECTIVE BIDDER MUST AFFIRMATIVELY DEMONSTRATE BIDDER'S RESPONSIBILITY. THE CITY OF ALLEN MAY REQUEST REPRESENTATION AND OTHER INFORMATION SUFFICIENT TO DETERMINE BIDDER'S ABILITY TO MEET THESE MINIMUM STANDARDS INCLUDING BUT NOT LIMITED TO:
- A. HAVE ADEQUATE FINANCIAL RESOURCES, OR THE ABILITY TO OBTAIN SUCH RESOURCES AS REQUIRED;
 - B. BE ABLE TO COMPLY WITH THE REQUIRED OR PROPOSED DELIVERY SCHEDULE;
 - C. HAVE SATISFACTORY RECORD OF PERFORMANCE;
 - D. HAVE A SATISFACTORY RECORD OF INTEGRITY AND ETHICS;
 - E. BE OTHERWISE QUALIFIED AND ELIGIBLE TO RECEIVE AN AWARD.
34. **CONTRACTOR SHALL** RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE 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.
35. **TERMINATION FOR DEFAULT:** THE CITY OF ALLEN RESERVES THE RIGHT TO ENFORCE THE PERFORMANCE OF THIS CONTRACT IN ANY MANNER PRESCRIBED BY LAW OR DEEMED TO BE IN THE BEST INTEREST OF THE CITY IN THE EVENT OF BREACH OR DEFAULT OF THIS CONTRACT. THE CITY RESERVES THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY IN THE EVENT THE SUCCESSFUL BIDDER FAILS TO 1) MEET DELIVERY SCHEDULES OR, 2) OTHERWISE PERFORM IN ACCORDANCE WITH THESE SPECIFICATIONS. BREACH OF CONTRACT OR DEFAULT AUTHORIZES THE CITY TO AWARD TO ANOTHER BIDDER, PURCHASE ELSEWHERE AND CHARGE THE FULL INCREASE IN COST AND HANDLING TO THE DEFAULTING SUCCESSFUL BIDDER.
36. **TESTING:** TESTING MAY BE PERFORMED AT THE REQUEST OF THE CITY OR ANY PARTICIPATING ENTITY, BY AN AGENT SO DESIGNATED, WITHOUT EXPENSE TO THE CITY.
37. **REMEDIES:** THE SUCCESSFUL BIDDER AND THE CITY OF ALLEN AGREE THAT EACH PARTY HAVE RIGHTS, DUTIES, AND REMEDIES AVAILABLE AS STATED IN THE UNIFORM COMMERCIAL CODE AND ANY OTHER AVAILABLE REMEDY, WHETHER IN LAW OR EQUITY.
38. **VENUE:** THIS AGREEMENT WILL BE GOVERNED AND CONSTRUCTED ACCORDING TO THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN COLLIN COUNTY, TEXAS.

39. **SILENCE OF SPECIFICATION:** THE APPARENT SILENCE OF THESE SPECIFICATIONS AS TO ANY DETAIL OR TO THE APPARENT OMISSION FROM IT OF A DETAILED DESCRIPTION CONCERNING ANY POINT, SHALL BE REGARDED AS MEANING THAT ONLY THE BEST COMMERCIAL PRACTICES ARE TO PREVAIL. ALL INTERPRETATIONS OF THESE SPECIFICATIONS SHALL BE MADE ON THE BASIS OF THIS STATEMENT.
40. **NO PROHIBITED INTEREST:** BIDDER ACKNOWLEDGES AND REPRESENTS THAT THEY ARE AWARE OF THE LAWS, CITY CHARTER, AND CITY CODE OF CONDUCT REGARDING CONFLICTS OF INTEREST. THE CITY CHARTER STATES THAT "NO OFFICER OF EMPLOYEE OF THE CITY SHALL HAVE A FINANCIAL INTEREST, DIRECT OR INDIRECT, IN ANY CONTRACT WITH THE CITY, NOR SHALL BE FINANCIALLY INTERESTED, DIRECTLY OR INDIRECTLY, IN THE SALE TO THE CITY OF ANY LAND, OR RIGHTS OR INTEREST IN ANY LAND, MATERIALS, SUPPLIES OR SERVICE...."
41. **NO BID:** IF BIDDER DOES NOT WISH TO BID AT THIS TIME BUT WISHES TO REMAIN OF THE BID LIST FOR THIS PRODUCT/SERVICE, PLEASE SUBMIT A "NO BID" BY THE SAME TIME AND AT SAME LOCATION AS STATED FOR BIDDING.
42. **PREPARATION COST:** THE CITY WILL NOT BE LIABLE FOR ANY COSTS ASSOCIATED WITH THE PREPARATION, TRANSMITTAL, OR PRESENTATION OF ANY PROPOSALS OR MATERIALS SUBMITTED IN RESPONSE TO ANY BID, QUOTATION, OR PROPOSAL.
43. **MINOR DEFECT:** THE CITY RESERVES THE RIGHT TO WAIVE ANY MINOR DEFECT, IRREGULARITY, OR INFORMALITY IN ANY BID, QUOTATION, OR PROPOSAL. THE CITY MAY ALSO REJECT ANY OR ALL BIDS, QUOTATIONS, OR PROPOSALS WITHOUT CAUSE PRIOR TO AWARD.
44. **BID OPENINGS:** ALL BIDS SUBMITTED WILL BE READ AT THE CITY'S REGULARLY SCHEDULED BID OPENING FOR THE DESIGNATED PROJECT. HOWEVER, THE READING OF A BID AT BID OPENING SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE. THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS, CITY OF ALLEN PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO STATE LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.
45. **RECYCLED/RECYCLABLE PRODUCTS PROCUREMENT POLICY:** IT IS THE POLICY OF THE CITY OF ALLEN THAT WHENEVER PRACTICAL, PRODUCTS SHOULD BE PURCHASED WHICH CONTAIN THE HIGHEST PERCENTAGE OF POST-CONSUMER RECOVERED MATERIAL AVAILABLE IN THE MARKETPLACE AND/OR THE HIGHEST PERCENTAGE OF PRE-CONSUMER RECOVERED MATERIAL AVAILABLE IN THE MARKETPLACE. FOR A COMPLETE COPY OF THE "RECYCLED/RECYCLABLE PRODUCTS PROCUREMENT POLICY", CONTACT THE PURCHASING DIVISION.
46. **NON-RESIDENT BIDDERS:** TEXAS GOVERNMENT CODE, CHAPTER 2252, NON-RESIDENT BIDDERS. TEXAS LAW PROHIBITS CITIES AND GOVERNMENTAL UNITS FROM AWARDED CONTRACTS TO A NON-RESIDENT UNLESS THE AMOUNT OF SUCH BID IS LOWER THAN THE LOWEST BID BY A TEXAS RESIDENT BY THE AMOUNT A TEXAS RESIDENT WOULD BE REQUIRED TO UNDERBID IN THE NON RESIDENT BIDDERS STATE.

The undersigned, in submitting this bid/proposal and his endorsement of same, represents that he is authorized to obligate his firm, that he has 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, from Cover Page through all Bid Pages plus any/all attachments, is returned with all blanks filled in.

SUBMITTED BY:

(OFFICIAL Firm Name)

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

(Typed or Printed Name)

(Title) (Date)

Remittance
Address: _____

(Zip Code)
Phone #: () _____

Fax #: () _____

E-Mail Address: _____

Vendor Number: _____

Entry Date: _____

Bidder/Vendor Application

Complete this application and fax or mail to City of Allen, Purchasing, Allen Civic Plaza, 305 Century Parkway, Allen, TX 75013. Fax # 214-509-4675

Company Name: _____ Tel: () _____

Mailing Address: _____ Fax: () _____

City: _____ State: ____ Zip: _____ Tax I.D. NO: _____

Remit to Address: _____ City: _____ State: ____ Zip: _____

Representative(s) Name & Title: _____

Type of Organization (check one) Individual: ____ Partnership: ____ Corporation: ____

State of Incorporation: _____ Other: _____

Type of Business (check one) Manufacturer: ____ Wholesaler: ____ Retailer: ____

Broker: ____ Distributor: ____ Service Organization: ____ Other: ____

Name & Title of Person(s) Authorized to
Sign Bids, Proposals, and/or Contracts: _____

Small and/or Disadvantaged Business Information (check applicable criteria)

Small Business:

____ Less than 50
____ 51-99 employees

____ Less than \$1 million annual gross receipts

____ \$1-3 million annual gross receipts

**Disadvantaged Business
(At Least 51% Ownership)**

____ Black American
____ Hispanic American
____ Asian Pacific American
____ Native American
____ Women
____ Other

Goods and/or Services for which Bidding Opportunities are requested:

I hereby certify that the above information is true and correct to the best of my knowledge.

Signature: _____

Print Name & Title of Signatory

Date: _____



City of Allen, Texas

Request for Proposal
for
Audit Services

RFP No. 2005-5-178

I. GENERAL INFORMATION

The City of Allen, Texas is inviting proposals from qualified, licensed and experienced public accounting firms whose principal officers are independent certified public accountants. Preference will be given to accounting firms with a strong knowledge of the new government finance reporting model and experience in providing audit services to municipalities comparable in size to the City of Allen. The objectives of this RFP are:

- to secure external audit services for performance of the City's annual financial audit and single audit of state and federal grants, and
- to obtain other related services as stated herein.

The contract period shall be for audit services for five fiscal years beginning October 1, 2004 and ending September 30, 2009.

Technical questions regarding this RFP may be addressed to: The City of Allen, Kevin Hammeke, Finance Director, or Joanne Stoehr, Assistant Finance Director, 305 Century Parkway, Allen, TX 75013, telephone, 214-509-4626.

All costs directly or indirectly related to preparation of a response to this RFP shall be the sole responsibility of and shall be borne completely by the firm.

Original and four copies of the proposal should be returned in a sealed envelope bearing the name and address of the respondent. Deadline for submission is 2:00 P.M., July 5, 2005. Late proposals will not be considered. The proposal may be mailed or hand delivered to:

City of Allen
Herb Miller Jr., CPPO,
Purchasing Manager
2nd Floor Finance Department,
Purchasing Division
305 Century Parkway
Allen, TX 75013

II. EVALUATION AND SELECTION

A. Competitive Selection and Evaluation Factors

The successful firm will be selected on a rational basis, with both qualifications and price considered in the selection process. Evaluation factors outlined below shall be applied to all eligible, responsive firms in comparing proposals and selecting the successful firm.

Proposal evaluation factors are as follows:

1. Demonstrated experience, qualifications, and professional activities of the audit team and the firm, including technical expertise of supervisory staff available to perform "on-site" work and resources readily available to the firm in key areas for the City. These key areas include such specialization as municipal government and state/federal funding auditing.
2. Total evaluated cost.
3. Commitment to Governmental Accounting and Auditing – The demonstration of the firm's commitment to governmental issues by knowledge of current issues and membership in related organizations such as the Government Finance Officer's Association, or Texas Municipal League. In addition, the firm's ability to communicate changes in regulations or the environment to the client. This communication should advise if CPE training for client personnel on current or related issues is available.
4. Responsiveness of the proposal in clearly stating an understanding of the work to be performed; responsiveness to terms and conditions, including scheduling; completeness and thoroughness of the technical data and documentation.

B. Evaluation Process

City staff will evaluate the proposals using a matrix based on the factors described above.

The City reserves the right to request additional information or to meet with representatives from proposing organizations to discuss points in the proposal before and after submission, any and all of which may be used in forming a recommendation. Each proposal must designate a person(s) who will be responsible for answering technical and contractual questions.

The City reserves the right to negotiate all elements of a proposal to ensure that the best possible consideration be afforded to all concerned. The City reserves the right to reject any or all proposals and to re-solicit for services.

City staff will review all submitted proposals and make a recommendation to the City Council. The Council will make the final selection.

III. PROPOSAL FORMAT

A. Required Sections

Proposals must be submitted containing the following sections in the order indicated:

1. Cover Letter

This section should contain the name of the proposing firm, the address of the proposing office, and contact persons authorized to answer technical, price, and/or contract questions together with their telephone number and mailing address. The cover letter must also be signed by a partner authorized to bind the company.

2. Executive Summary

Prefacing the proposal, an executive summary should be provided which gives in brief, concise terms a summation of your proposal. Identify the points that make your firm uniquely qualified for this engagement.

3. Table of Contents

The Table of Contents shall include an index of the proposal contents and attachments.

4. Firm Background, Principal Officer and Prior Experience

- a. Firm Qualifications and Experience. This section should state:
 - 1. size of the firm,
 - 2. size of the firm's governmental audit staff,
 - 3. location of the office from which the work on this engagement is to be performed,
 - 4. number and nature of the professional staff to be employed in this engagement on a full-time basis, and
 - 5. number and nature of the staff to be so employed on a part-time basis.

If the firm is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified. In addition, joint ventures or consortiums must identify a firm to serve as the principal auditor, and the principal auditor must accept responsibility for resolving all operational and contractual issues with the City.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement as to whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three years with state regulatory bodies or professional organizations.

b. Partner- Supervisory and Staff Qualifications and Experience. The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who will be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in Texas. The firm also should provide information on the governmental auditing experience of each person, including information on relevant continuing professional education for the past three years and membership in professional organizations relevant to the performance of this audit.

The firm should provide as much information as possible regarding the number, qualifications, and experience and training (including relevant continuing professional education) of the staff to be assigned specifically to this engagement. The firm also should indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff, and specialists assigned to the City's account in a proposal may be removed from the City's account if those persons leave the firm, are promoted, or are assigned to another office. These persons may also be changed for other reasons but the firm should advise the Finance Director or Assistant Finance Director in advance. Other audit personnel may be changed at the discretion of the firm, provided that replacements have substantially the same or better qualifications or experience.

c. Similar Engagements with Other Government Entities- For the firm's office that will be assigned responsibility for the audit, list the most significant and similar engagements (maximum of 5) performed in the last five years that are similar to the engagement described in this request for proposals. These engagements should be ranked on the basis of relativity to the current proposal. Indicate the date, name and telephone number of the principal client contact.

d. Other- Additional information should be included to describe the office's capabilities to audit computerized systems. This section should

also include a discussion of your previous experience with the Certificate of Achievement Program of the Government Finance Officer's Association (GFOA).

5. Scope and Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section V. of this RFP. In developing the work plan, reference should be made to such sources of information as the City of Allen's budget and related materials, organizational charts, manuals, and programs, and financial and other management information systems.

Firms will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement
- c. Sample sizes and the extent to which statistical sampling is to be used in the engagement
- d. Extent of use of EDP software in the engagement
- e. Type and extent of analytical procedures to be used in the engagement
- f. Approach to be taken to gain and document an understanding of the City of Allen's internal control structure
- g. Approach to be taken in determining laws and regulations that will be subject to audit test work
- h. Approach to be taken in drawing audit samples for purposes of tests of compliance

The proposal should also identify in this section any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City of Allen.

A separate statement of the firm's approach to and understanding of the provision of technical assistance and advice concerning accounting and auditing issues that may arise during the course of the audit should be included. In addition, a discussion of the firm's approach to the level and amount of the city's accounting staff support necessary to complete the work as outlined in the proposal should be included.

6. Proposed Schedule

Comment on the firm's ability to meet the timelines indicated in the RFP and present a schedule of when information to be provided by the City should be available. The firm should provide any recommended changes to the schedule that might be required to enhance the timelines and quality of the engagement.

7. Additional Data and Other Information

Since data not specifically requested must not be included in the foregoing proposal sections, give any additional information considered essential to the proposal in this section. If there is no additional information to present, state in this section, "There is no additional information we wish to present."

8. Concluding Remarks

This section shall contain any final remarks or elaboration which the firm believes is important for a clear understanding of the proposed services and/or the firm's capabilities.

9. Cost Proposal

Payment for all services other than those described as "special projects" will be made based on an all-inclusive, not-to-exceed fee estimate, with progress payments as mutually determined to be appropriate. The contract will be for five years.

The compensation proposal should be documented by completing the *Cost Proposal Form* and submitting it to the City. As provided for by the State Board of Public Accountancy rules, the contract award will not necessarily be made to the firm that provides the lowest cost proposal but rather to the firm that submits the most responsive proposal meeting the City's requirements.

On the *Cost Proposal Form*, the firm should include for each of the five years the following information:

- a. Total estimated hours and all-inclusive, not-to-exceed cost estimate for the financial and single audit (combined); break down total estimated hours by staff level (e.g. partner, manager, senior, etc.) and show billing rates for each level.
- b. In addition, special project billing rates will be negotiated based upon scope should the firm be requested to perform any during the contract.

IV. DESCRIPTION AND ORGANIZATION OF THE CITY OF ALLEN

A. General Information

The City of Allen is located in Collin County approximately 25 miles north of the central business district of Dallas and 7 miles north of the City of Plano on U.S. Highway 75. Because of the City's proximity to the Dallas metropolitan area, the accelerated economic growth in recent years has provided the City with a well diversified economy including electronics, manufacturing, medical, printing and publishing and retail establishments. Projections indicate that the City's rapid growth over the last two

decades will continue. The City of Allen's current population is estimated at 68,680. The City operates under a Mayor-Council-Manager form of government with a City Council comprised of seven members including the Mayor. All seven Council members are elected at-large for three year staggered terms. The City's 2005 annual budget included 555 budgeted full time positions.

The accounting and reporting policies of the City relating to the funds and account groups included in the Comprehensive Annual Financial Report (CAFR) conform to generally accepted accounting principles for local government units as promulgated by the Governmental Accounting Standards Board (GASB). The City's reporting entity includes two component units, the Allen Economic Development Corporation (AEDC) and the Community Development Corporation (CDC).

Allen provides the traditional government services including police and fire protection, street maintenance, building inspection and code enforcement services, planning and zoning, library services, recreation, operation and maintenance of parks and golf course and City owned facilities. The city is under contract with the North Texas Municipal Water District for the purchase of water, transportation, treatment and disposal of sanitary sewage and other waste. A privately owned firm has been contracted for solid waste collection and disposal.

AEDC is responsible for aiding, promoting and furthering economic development within the City; CDC is responsible for supporting the improvements in community parks and recreation, streets and sidewalks, public safety and the community library.

B. Organization of the Finance Department

The accounting functions of the City, AEDC and CDC fall within the City's Finance Department, managed by the Finance Director. The director is responsible for all financial accounting and reporting activities of the City involving the following functions: accounts payable, accounts receivable, budgets, cash receipts, capital improvement projects, debt, investments, municipal court collections, payroll, purchasing and utility billing.

Each City department is responsible for its department budget and has the authority to initiate and submit all input documents for processing by the Finance Department. The City accounts for 36 funds and has a 2005 expenditure budget of \$87.28 million.

The Finance Department staff, under the supervision of the Assistant Finance Director, will prepare all work papers necessary to prepare the financial statements for the individual funds. The Auditor should provide the Assistant Finance Director an advance listing of the required forms. Accounting staff will be available to the auditors for support and to explain procedures.

For additional information, please go to the City's website; both the 2004 CAFR and 2005 Budget are available at: <http://www.cityofallen.org/>

V. SERVICES REQUIRED

A. General

The City of Allen is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the five fiscal years beginning October 1, 2004 and ending September 30, 2009. These audits are to be performed in accordance with the provisions contained in this request for proposals.

B. Preparation of the CAFR

The auditors will be responsible for preparing the Comprehensive Annual Financial Report (CAFR) with the expectation that the GFOA Certificate of Achievement will be awarded. The Finance staff will assist in providing updated information. The City of Allen was awarded the Certificate of Achievement for Excellence in Financial Reporting for the fiscal years ending September 30, 1998 through 2003. The CAFR for fiscal year ending September 30, 2004 has been submitted for consideration and an award is anticipated soon. Because the CAFR must be released within six months after the fiscal year end (March 31) to be eligible for the award, coordination of schedules for the following year will be required between the Assistant Finance Director and auditor during January and February of each year. A listing of critical dates and the year end close schedule has been provided in Section VII.

C. Scope of Work to Perform

The City of Allen desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles.

The City of Allen also desires the auditor to express an opinion on the fair presentation of its combining and individual fund financial statements and schedules in conformity with generally accepted accounting principles. The auditor is not required to audit the supporting schedules contained in the comprehensive annual financial report. However, the auditor is to provide an "in-relation-to" opinion on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules. The auditor is not required to audit the introductory section of the report or the statistical section of the report.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The scope of the City's annual audit, or of any other work for which the firm is engaged, can only be broadened with the express written consent of the City. The City will have

the right to negotiate fees for work related to broadening the scope (special projects) of any work for which the firm is engaged.

D. Auditing Standards to Be Followed

To meet the requirements of this RFP, the audit shall be performed in accordance with generally accepting auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's *Government Auditing Standards* (1994), the provisions of the Single Audit Act of 1984 (as amended in 1996) and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, Audits of State and Local Governments.

E. Reports to Be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. A report on the fair presentation of the basic financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards "in-relation-to" the audited financial statements
2. A report on compliance and internal control over financial reporting based on an audit of the financial statements
3. A report on compliance and internal control over compliance applicable to each major federal program

The schedule of federal financial assistance and related auditor's reports, as well as the reports on the internal control structure and compliance are not to be included in the CAFR, but are to be issued separately.

In the required reports on internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. In addition, the following conditions shall be considered reportable:

Reportable conditions that are also material weaknesses shall be identified as such in the report. Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the reports on compliance and internal controls. The reports on compliance and internal controls shall include all instances of noncompliance.

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the City Manager, Finance Director and Assistant Finance Director.

Auditors shall assure themselves that the Audit Committee is informed of each of the following:

1. The auditor's responsibility under generally accepted auditing standards
2. Significant accounting policies
3. Management judgments and accounting estimates
4. Significant audit adjustments
5. Other information in documents containing audited financial statements
6. Disagreements with management
7. Management consultation with other accountants
8. Major issues discussed with management prior to retention
9. Difficulties encountered in performing the audit

F. Special Considerations

1. Implementation of GASB Statement 34 - The City of Allen implemented GASB No. 34 during fiscal year 2003. The City intends to early implement Statement No. 44, *Economic Condition Reporting: The Statistical Section*, in fiscal year ending 2005. The City may require the auditor's assistance to comply with this reporting requirement. The auditors will be responsible for the presentation of all external financial statements and ensuring that any new reporting standards have been met.
2. Other - Firms may be requested to provide other types of services, collectively referred to as "special projects." Examples of such services include additional audits or reviews, cost studies, and consulting services.

The City of Allen will send its comprehensive annual financial report to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. The auditor may be required to provide special assistance to the City of Allen to meet the requirements of that program.

G. Regulation Updates and CPE Provisions

The Auditor shall provide the Finance Department staff with information on regulatory changes that would affect the City and its operations. Examples would be timely notification of changes proposed or initiated by GASB, FASB, or GAO.

VI. OTHER INFORMATION AND REQUIREMENTS

A. Prior Audit

Subsequent to the contract award, arrangements shall be made, if possible, for a review of prior year work papers by the firm awarded the contract. Firms may have access to prior year's audit reports if they wish, by contacting the Assistant Finance Director.

B. Work Area

A separate workspace in close proximity to the accounting records will be provided. Photocopy machines, phone, and a fax machine will be made available; however, long distance charges will be billed back to the audit firm.

C. Audit Work Timing

Any preliminary work prior to closing accounts must occur and be concluded prior to September 30 of each year. Post-closing work may commence on or about November 15. Completion of fieldwork should be accomplished no later than December 22.

Date for release of the CAFR for printing shall be no later than March 7 of the respective year after the end of fieldwork.

D. Contractual Agreements

The contract to be awarded shall be for the provision of services as requested herein at the estimated fees submitted in response to the proposal for the five fiscal years to be audited. This is considered an all-inclusive, not-to-exceed fee estimate. The City shall agree to make interim payments of each annual fee based on percentage of work performed, or an agreed upon schedule.

E. Working Papers

All working papers and reports must be retained for a minimum of three (3) years after the fiscal year end, unless the firm is notified in writing by the City of Allen of the need to extend the retention period. The auditor shall make available all original working papers for examination by authorized representatives of Federal and State agencies, the City's Finance Director, Assistant Finance Director and any other entity to which access has been granted in writing by the City's Finance Director. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing financial significance.

F. Non-appropriation Provision

The City may cancel the contract should the present or any future City Council not appropriate funds in any fiscal year for the payment of this agreement. No penalty shall attach in the event of any such non-appropriation. In the event of non-appropriation, the City shall give the successful firm advance written notice before cancellation of the contract, and the City shall not be obligated to make any payments beyond the end of the fiscal year (related to a subsequent fiscal year).

G. Conflict of Interest

The Firm agrees to comply with the conflict of interest provisions of the City Charter and Code of Ordinances. The Firm agrees to maintain current, updated disclosure of information on file with the City Secretary throughout the term of this contract.

H. Professional Liability Insurance

Professional liability insurance with limits not less than \$500,000 per occurrence with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement. See INSURANCE REQUIREMENTS & AFFIDAVIT.

VII. Listing of Timelines and Critical Dates

Date	Action
Thursday, June 09, 2005	RFP Advertised
Thursday, June 16, 2005	RFP Advertised
Monday, June 20, 2005	Final date for requests for written clarifications
Tuesday, July 05, 2005	Proposals due no later than 2:00 p.m.
Thursday, July 07, 2005	Review of proposals
Friday, July 08, 2005	Review of proposals
Monday, July 11, 2005	* Interview date
Tuesday, July 12, 2005	* Interview date
Wednesday, July 13, 2005	* Interview date
Wednesday, July 20, 2005	Audit committee meets
Thursday, July 21, 2005	* Selected firm notified
Tuesday, August 09, 2005	* Contract presented to city council
Wednesday, August 31, 2005	Completed Engagement Letter
Wednesday, August 31, 2005	Summary Audit Plan provided by audit firm
Wednesday, August 31, 2005	Firm provides schedules to be prepared by city staff
Friday, September 30, 2005	Preliminary work to be concluded
Tuesday, November 08, 2005	* Close Period 12 & fiscal year
Tuesday, November 15, 2005	* Fieldwork begins
Thursday, December 22, 2005	* Fieldwork ends
Tuesday, January 24, 2006	* DRAFT transmittal letter, statistical section & MD&A prepared by city staff
Tuesday, January 31, 2006	* Transmittal letter, statistical section & MD&A completed by city staff
Wednesday, February 01, 2006	* Auditor's recommendations, revisions, draft management letter due
Wednesday, February 15, 2006	CAFR, single audit & internal control report DRAFT due
Tuesday, February 28, 2006	Final CAFR, single audit & internal control report due
Wednesday, March 01, 2006	* Finance & Audit Committee meeting
Tuesday, March 14, 2006	* CAFR presented to city council by firm
Thursday, March 16, 2006	* Apply for CAFR award
	* <i>Tentative Date</i>

VIII. Cost Proposal Form

2005	Staff	Hours	Standard Hourly Rate	Billing Rate	Total
	Partners				\$ -
	Managers				
	Supervisory Staff				
	Staff				
	Total Not-to-Exceed Cost	-			\$ -
2006	Staff	Hours	Standard Hourly Rate	Billing Rate	Total
	Partners				\$ -
	Managers				
	Supervisory Staff				
	Staff				
	Total Not-to-Exceed Cost	-			\$ -
2007	Staff	Hours	Standard Hourly Rate	Billing Rate	Total
	Partners				\$ -
	Managers				
	Supervisory Staff				
	Staff				
	Total Not-to-Exceed Cost	-			\$ -
2008	Staff	Hours	Standard Hourly Rate	Billing Rate	Total
	Partners				\$ -
	Managers				
	Supervisory Staff				
	Staff				
	Total Not-to-Exceed Cost	-			\$ -
2009	Staff	Hours	Standard Hourly Rate	Billing Rate	Total
	Partners				\$ -
	Managers				
	Supervisory Staff				
	Staff				
	Total Not-to-Exceed Cost	-			\$ -

City of Allen Organizational Chart

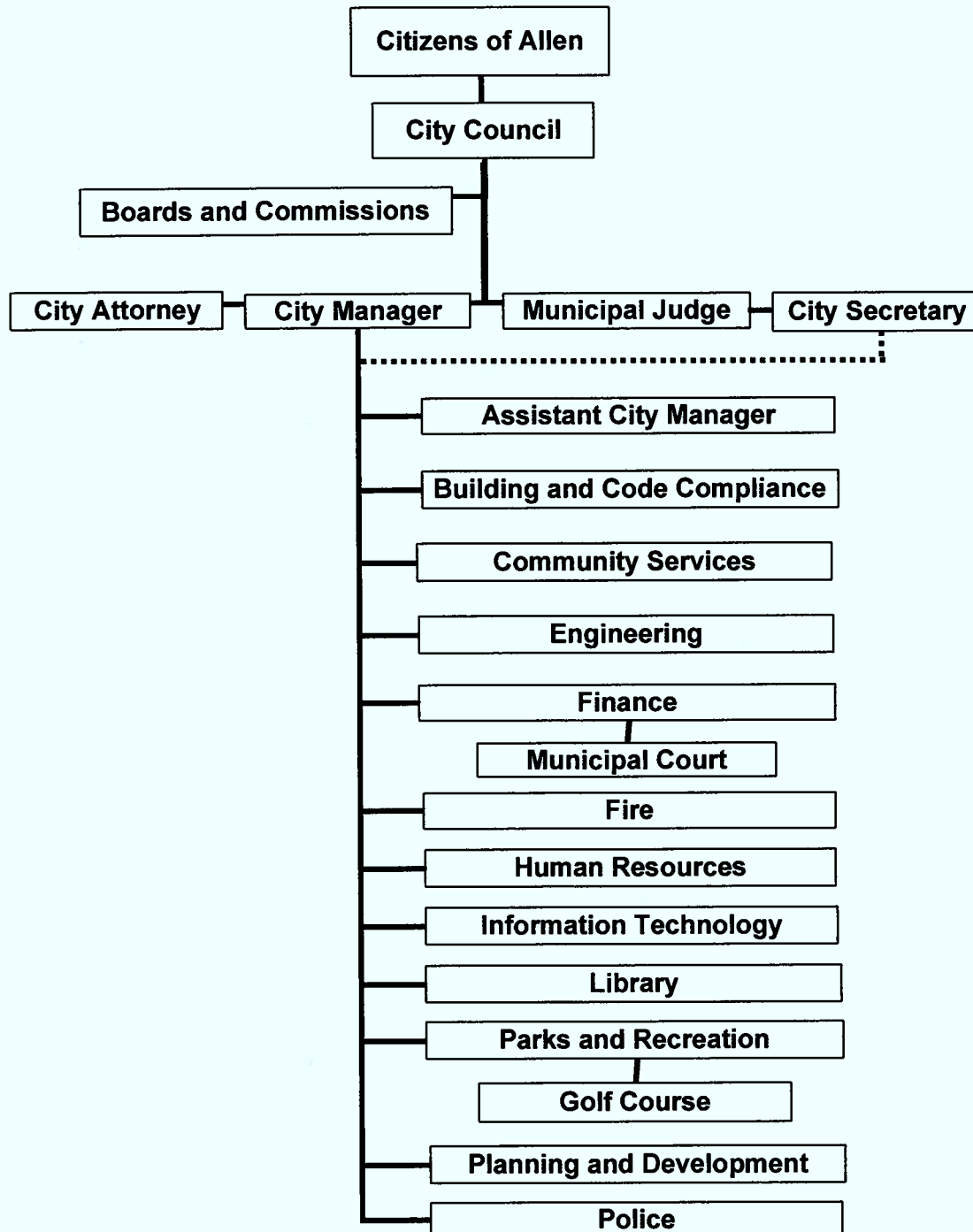


EXHIBIT B



April 19, 2010

To the Honorable Mayor and
Member of the City Council
City of Allen
305 Century Plaza
Allen, TX 75013

We would like to thank you for the opportunity to continue our relationship with the City of Allen (the City). We are pleased to provide you with a fee quote for the audits of the City for the years ended September 30, 2010 and 2011.

	<u>2010</u>	<u>2011</u>
Financial statement audit	<u>\$66,000</u>	<u>\$ 66,000</u>

If a single audit in accordance with Circular OMB A-133 or any other services outside the scope of the financial statement audit are required for any of the years noted above a fee arrangement specific to those engagements will be discussed and agreed to with the City prior to commencement of those services. If a single audit is required for the fiscal years 2010 or 2011, the fees will be based on the anticipated time required with the fee not to exceed \$5,000.

Please let us know if you have any questions or need additional information.

Yours truly,

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.
Dallas, Texas

INSURANCE REQUIREMENT AFFIDAVIT

(To be completed by appropriate Insurance Agent)

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified vendor. If the below identified vendor is awarded this contract by the City of Allen, I will be able, within ten (10) working days after being notified of such potential award, to furnish a valid insurance certificate to the City meeting all of the requirements contained in this bid. If this time requirement is not met, the City has the right to declare this vendor non-responsive & award the contract to the next bidder meeting specifications.

<u>David J. Koenen</u> Agent's Signature	<u>David J. Koenen</u> Agent's Name Printed
<u>Chicago Ins Company (Fireman's Fund)</u> Name of Insurance Carrier	<u>111 W. Campbell, Suite 400</u> Address of Agency
<u>Arlington Heights, IL 60005</u> City, State, Zip	<u>(847) 385-6800</u> Phone Number where Agent may be contacted
<u>Lemme Insurance Group</u> Vendor's Name (please print or type)	

SUBSCRIBED AND SWORN to before me by the above named David J. Koenen
on this the 17 day of May, 2010.



Kelly Hyatt Riddle
Notary Public in and for the State of IL

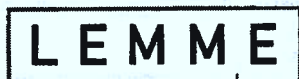
BIDDER AGREEMENT

I agree to provide the above described insurance coverage's if selected to perform work for the City of Allen. I also agree to provide the City evidence of insurance coverage on any and all subcontractors performing work on the project.

Company: _____
Printed Name: _____ Vendor # (if applicable) _____
Signature: _____ Date: _____

City of Allen Project or Bid Number _____

PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE



Insurance Brokers
and Consultants

David Koenen, Executive Vice President
Lemme Insurance Group, Inc.
111 West Campbell Street | 4th Floor
Arlington Heights | IL 60005
Main 847 385 6800 | Direct 847 385 6810 | Fax 847 385 6801
dkoenen@lemme.com | www.lemme.com
California Property & Casualty License Number 0F63119

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/13/2010
PRODUCER (847) 385-6800 Lemme Insurance Group, Inc. 111 West Campbell Street 4th Floor Arlington Heights, IL 60005	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Weaver LLP; Weaver and Tidwell LLP; 1600 W. 7th Street Suite 300 Fort Worth, TX 76102-2506	INSURERS AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: Chicago Insurance Co. Fireman's Fund INSURER D: INSURER E:	NAIC #

COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	N/A			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N/A			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	N/A			AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	N/A			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	N/A			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C		OTHER Professional Liability (Errors & Omissions)	ACS-1003366	12/31/09	12/31/10	\$2,000,000 Per Claim & Annual Agg. \$400,000 Aggregate Deductible
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS						

CERTIFICATE HOLDER City of Allen Attn: Purchasing Division Allen City Hall, Second Floor 305 Century Parkway Allen, TX 75013	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Weaver and Tidwell, L.L.P.
Cost Proposal

to

The City of Allen

for

Professional Auditing Services
RFP # 2005-5-178

July 5, 2005



Cost Proposal Form

2005 Cost Proposal Detail				
	Estimated Standard			
	Hours	Hourly Rate	Billing Rate	Total
Partners	40	\$250	\$250	\$10,000
Managers and Supervisory Staff	200	\$150	\$130	\$26,000
Staff	160	\$100	\$85	\$13,600
Total hours/Personnel	400		Total Not-to-Exceed Cost	\$49,600

2006 Cost Proposal Detail				
	Estimated Standard			
	Hours	Hourly Rate	Billing Rate	Total
Partners	40	\$250	\$250	\$10,000
Managers and Supervisory Staff	200	\$150	\$140	\$28,000
Staff	160	\$105	\$95	\$15,200
Total hours/Personnel	400		Total Not-to-Exceed Cost	\$53,200

2007 Cost Proposal Detail				
	Estimated Standard			
	Hours	Hourly Rate	Billing Rate	Total
Partners	40	\$250	\$250	\$10,000
Managers and Supervisory Staff	200	\$160	\$140	\$28,000
Staff	180	\$100	\$100	\$18,000
Total hours/Personnel	420		Total Not-to-Exceed Cost	\$56,000

2008 Cost Proposal Detail				
	Estimated Standard			
	Hours	Hourly Rate	Billing Rate	Total
Partners	40	\$250	\$250	\$10,000
Managers and Supervisory Staff	200	\$160	\$150	\$30,000
Staff	180	\$115	\$105	\$18,900
Total hours/Personnel	420		Total Not-to-Exceed Cost	\$58,900

2009 Cost Proposal Detail				
	Estimated Standard			
	Hours	Hourly Rate	Billing Rate	Total
Partners	40	\$250	\$250	\$10,000
Managers and Supervisory Staff	200	\$160	\$150	\$30,000
Staff	200	\$120	\$110	\$22,000
Total hours/Personnel	440		Total Not-to-Exceed Cost	\$62,000

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: June 22, 2010

SUBJECT: Receive the Summary of Property Tax Collections as of May 2010.

STAFF RESOURCE: Kevin Hammeke, Director of Finance

ATTACHMENT

Summary of Property Tax Collections as of May, 2010

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

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Monthly Collection Status Report
May 2010

City of Allen #06

	Collections Month of May	Cumulative Total 10/1/09 thru 5/28/10	% of Collections
Current Tax Year Collections			
Base M&O	\$219,732.95	\$29,492,697.03	100.27%
Base I&S	77,166.75	10,357,345.44	
Late Rendition Penalty	312.14	9,481.51	
P&I M&O	21,783.26	84,733.06	
P&I I&S	7,615.36	29,330.33	
P&I I&S Bond			
Attorney Fee	29,159.76	33,312.78	
Subtotal	<u>\$355,770.22</u>	<u>\$40,006,900.15</u>	100.67%
Delinquent TaxYears Collections			
Base M&O	-\$5,299.06	\$51,030.96	
Base I&S	-1,547.46	17,075.29	
Late Rendition Penalty	9.12	129.18	
P&I M&O	1,659.43	21,670.22	
P&I I&S	569.78	7,336.85	
P&I I&S Bond			
Attorney Fee	1,846.10	27,043.45	
Other>	0.00	0.00	
Subtotal	<u>-\$2,762.09</u>	<u>\$124,285.95</u>	0.31%
Combined Current & Delinquent:			
Base M&O	\$214,433.89	\$29,543,727.99	
Base I&S	75,619.29	10,374,420.73	
Late Rendition Penalty	321.26	9,610.69	
P&I M&O	23,442.69	106,403.28	
P&I I&S	8,185.14	36,667.18	
P&I I&S Bond			
Attorney Fee	31,005.86	60,356.23	
Other>	0.00	0.00	
Total Collections	<u><u>\$353,008.13</u></u>	<u><u>\$40,131,186.10</u></u>	100.98%
			100.00%
Original 2009 Tax Levy		<u><u>\$39,740,983.26</u></u>	

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

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Cumulative Comparative Collection Status Report
May 2010

City of Allen #06

	Collections thru May 2010	% Collections	Collections thru May 2009	% Collections
Current Tax Year Collections				
Base M&O + I&S	\$39,850,042.47	100.27%	\$38,500,835.71	98.46%
Late Rendition Penalty	9,481.51			
P&I M&O + I&S	114,063.39		96,999.30	
Attorney Fee	33,312.78		7,118.35	
Subtotal	<u>\$40,006,900.15</u>	100.67%	<u>\$38,604,953.36</u>	98.72%
Delinquent Tax Years Collections				
Base M&O + I&S	\$68,106.25		\$347,673.87	
Late Rendition Penalty	129.18			
P&I M&O + I&S	29,007.07		44,382.90	
Attorney Fee	27,043.45		46,887.99	
Other>	0.00		0.00	
Subtotal	<u>\$124,285.95</u>	0.31%	<u>\$438,944.76</u>	1.12%
Combined Current & Delinquent:				
Base M&O + I&S	\$39,918,148.72		\$38,848,509.58	
P&I M&O + I&S	143,070.46		141,382.20	
Late Rendition Penalty	9,610.69			
Attorney Fee	60,356.23		54,006.34	
Other	0.00		0.00	
Total Collections	<u>\$40,131,186.10</u>	100.98%	<u>\$39,043,898.12</u>	99.85%
Adjusted 2008 Tax Levy			<u>\$39,104,020.37</u>	100.00%
Original 2009 Tax Levy	<u>\$39,740,983.26</u>	100.00%		

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

Page 3

Levy Outstanding Status Report
May 2010

City of Allen #06

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 4/30/10	\$998,724.85	\$206,388.34
Base M&O Collections	296,899.70	-6,846.52
Supplement/Adjustments	-6,690.89	-28,399.86
Write-off	0.00	0.00
Remaining Levy as of 5/28/10	<u>\$695,134.26</u>	<u>\$184,835.00</u>
Cumulative (From 10/01/09 thru 5/28/10)		
Original 2009 Tax Levy (as of 10/01/09)	\$39,740,983.26	\$303,619.41
Base M&O + I&S Collections	39,850,042.47	68,106.25
Supplement/Adjustments	804,193.47	-50,678.16
Write-off	0.00	0.00
Remaining Levy as of 5/28/10	<u>\$695,134.26</u>	<u>\$184,835.00</u>

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

Monthly Distribution Report
May 2010

City of Allen #06

	Distribution Month of May	Distribution 10/1/09 thru 5/28/10
Weekly Remittances:		
Week Ending 5/7/10	\$209,113.00	\$7,696,251.64
Week Ending 5/14/10	42,566.92	\$3,709,376.25
Week Ending 5/21/10	1,950.82	\$4,703,096.73
Week Ending 5/28/10	\$68,494.22	\$17,101,005.27
	0.00	\$6,860,758.06
Total Weekly Remittances	<u>\$322,124.96</u>	<u>\$40,070,487.95</u>
Overpayment from Prior Month	\$0.00	\$0.00
Manual Adjustment Refund	\$0.00	\$0.00
Commission Paid Delinquent Attorney	31,005.86	\$60,356.23
Entity Collection Fee	\$0.00	\$0.00
Judgement Interest	0.00	\$0.00
5% CAD Rendition Penalty	16.07	\$480.68
Total Disbursements	<u><u>\$353,146.89</u></u>	<u><u>\$40,131,324.86</u></u>
Carryover to Next Month	-\$138.76	-\$138.76

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: June 22, 2010

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

STAFF RESOURCE: Kevin Hammeke, Director of Finance

ATTACHMENT

Active CIP Status Report
Closed to Fixed Asset Report



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Active Status

Date: 6/14/2010

Project Number	Project Description	Funding Sources	Completion Date	Project Estimate	Total Encumbrance & Expenditures	Percent Expended
CD0201	HERITAGE GLD HISTORIC VLG	NON-BONDS, CDC, GRANT	9/30/2010	\$1,302,284	\$1,198,466	92.0%
DR0901	FEMA CORRECTION -DRAINAGE	NON-BONDS	12/30/2010	\$23,510	\$23,510	100.0%
EC0801	EVENT CENTER BUILDING	CDC BONDS, CDC, NON-BONDS	9/30/2010	\$52,000,000	\$51,965,677	99.9%
GRA002	FIRE STATION #5	GO BONDS, NON-BOND, ARRA	9/24/2012	\$3,323,496	\$159,739	4.8%
GRA004	JAG-DIGITAL VIDEO SYSTEM	RA GRANT & NON-BONDS	3/31/2011	\$195,000	\$10,000	5.1%
GRA005	TRAFFIC SYNCHRO & REPLCMT	RA GRANT & MATCHING FDS	12/31/2011	\$492,500	\$0	0.0%
IT0701	PS DISPATCH & RECORDS SYS	NON-BONDS	9/30/2010	\$1,752,735	\$1,752,733	100.0%
LB0601	LIBRARY DONOR WALL	GO BONDS, NON-BONDS	9/30/2010	\$143,000	\$130,465	91.2%
PR0202	HILLSIDE PARK	GO BONDS	9/30/2010	\$19,331	\$19,331	100.0%
PR0204	TREE FARM	CDC	12/31/2010	\$48,000	\$4,828	10.1%
PR0305	ENTRY & MONUMENT SIGNAGE	CDC, GO BONDS	9/30/2010	\$75,304	\$6,039	8.0%
PR0402	DAYSRING NATURE PRESERVE	CDC,PARK DED FEES,GO BOND	9/30/2010	\$300,330	\$39,877	13.3%
PR0405	TRAILS CONSTRUCTION, PH 3	CDC, GO BONDS, NON-BONDS	9/30/2010	\$729,084	\$365,698	50.2%
PR0408	PUBLIC ART	NON-BONDS	9/30/2010	\$7,527	\$0	0.0%
PR0418	HERITAGE VILLAGE LANDSCAP	NON-BONDS	12/31/2010	\$25,000	\$4,100	16.4%
PR0508	FOX HOLLOW RECREATION A.	CDC	9/30/2010	\$72,000	\$14,490	20.1%
PR0514	6 CITIES TRL CONNECTION 8	CDC,GO BOND,NON-BONDS,GR	9/30/2010	\$930,422	\$698,761	75.1%
PR0609	BETHANY LAKES VETERAN'S	CDC	8/30/2010	\$270,000	\$265,556	98.4%
PR0611	PARKS & REC MASTER PLAN	GO BONDS, PARK DEDICATION	6/30/2010	\$59,252	\$59,252	100.0%
PR0701	PARK LAND ACQUISITION #3	GO BONDS	9/30/2010	\$4,440,259	\$6,960	0.2%
PR0702	WINDRIDGE NEIGHBORHOOD PK	PARKLAND FEE	12/31/2010	\$160,000	\$144,320	90.2%
PR0703	SHADOW LAKES GREENBELT	CDC	12/31/2010	\$150,000	\$79,295	52.9%
PR0705	PARK COMP SECURITY SYSTEM	CDC	9/30/2010	\$150,000	\$12,000	8.0%
PR0804	MOLSEN FARM DESIGN	CDC	12/31/2010	\$300,000	\$0	0.0%
PR0806	RAIL/DAM ARCHEOLOGICAL	CDC	9/30/2010	\$30,000	\$0	0.0%
PR0809	SHELLEY FARM NEIGHBH PARK	PARKLAND	12/31/2010	\$6,000	\$6,000	100.0%
PR0810	CELEBRATION PASS PED TRL	CDC, GRANT	12/31/2010	\$468,042	\$48,000	10.3%
PR0813	CANCER WALK OF HOPE	NON-BONDS	6/30/2010	\$45,000	\$44,867	99.7%
PR0814	PUBLIC ART BONDS FUND	GO BONDS	9/30/2010	\$447,179	\$0	0.0%
PR0815	CELEBRATION PARK PHASE II	GO BONDS, CDC, NON-BONDS	9/30/2010	\$3,730,681	\$3,713,011	99.5%
PR0910	BETHANY LAKES IMPROVEMENT	CDC	12/31/2010	\$156,481	\$135,467	86.6%
PR1001	FIRE STATION #5 ARTWORK	GO BONDS	12/31/2010	\$66,000	\$60,000	90.9%
PR1002	CHASE OAKS IMPROVEMENTIII	CDC	12/31/2010	\$895,789	\$783,625	87.5%
PR1003	JUPITER PARK II	GO BONDS	12/31/2010	\$250,000	\$238,911	95.6%
PR1004	HILLSIDE PARK IMPROVEMENT	CDC, GO BONDS, NON-BONDS	4/30/2011	\$299,733	\$0	0.0%
PR1005	IRRIGATION CONTROL FY2010	CDC	12/31/2010	\$125,111	\$124,941	99.9%
PR1006	SUNCREEK PK DRAINAGE IMP	PARK DEDICATION FEES	12/31/2010	\$65,000	\$1,500	2.3%
PR1007	CURTIS MIDDLE SCHOOL ATH	GO BONDS	12/31/2010	\$750,000	\$0	0.0%
PS0701	SERVICE CTR/PS TRAINING	GO BONDS, NON-BONDS	9/30/2011	\$14,756,288	\$12,878,398	87.3%
PS0802	ANIMAL SHELTER EXPANSION	GO BONDS	9/30/2010	\$1,408,889	\$954,242	67.7%
PS0803	FIRE STATION #6	GO BONDS	9/30/2012	\$196,501	\$61,699	31.4%
PS0901	PS COMMUNICATION SYSTEMS	GO BONDS	9/30/2011	\$4,642,709	\$819,094	17.6%
PS1001	COMMUNICATIONS/DISPATCH	GO BONDS	9/30/2010	\$599,000	\$135,100	22.6%
ST0110	SH5, EXCHANGE-STACY	GO BONDS & NON-BONDS	7/1/2010	\$1,470,518	\$1,373,931	93.4%



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Active Status

Date: 6/14/2010

Project Number	Project Description	Funding Sources	Completion Date	Project Estimate	Total Encumbrance & Expenditures	Percent Expended
ST0312	SIGNAL UPGRADE/COM.SYSTEM	GO BONDS & NON-BONDS	7/1/2010	\$1,483,436	\$1,468,115	99.0%
ST0316	FM 2551	FACILITY AGREEMENT	9/30/2010	\$553,080	\$0	0.0%
ST0503	EXCHANGE PK,TWN CRK-SH121	FAC AGRM, NON-BONDS, GO BON	9/30/2010	\$5,651,593	\$5,533,095	97.9%
ST0704	STACY PII-GREENV TO ANGEL	NON-BONDS	10/31/2011	\$944,964	\$0	0.0%
ST0710	RIDGEVIEW ALIGNMENT PH 1	ROADWAY IMPACT, GO BONDS	9/30/2010	\$84,000	\$64,800	77.1%
ST0714	EXCHANGE/STACY RAMP REVER	EDC BONDS, NON-BONDS	6/30/2010	\$2,217,935	\$2,002,529	90.3%
ST0801	RIDGEVIEW-CUSTER TO ALMA	GO BONDS	7/31/2010	\$7,182,416	\$6,144,501	85.5%
ST0802	WATTERS RD BOSSY TO RIDGE	GO BONDS, NON-BONDS, ROADWA	9/30/2010	\$2,428,432	\$1,977,465	81.4%
ST0806	ALMA IMP ROWLETT/TATUM	NON-BONDS, FAC AGR, RD IMPA	9/30/2010	\$255,742	\$0	0.0%
ST0811	2009 TRAFFIC SIGNALS	NON-BONDS, FAC AGR, RDW IF	7/1/2010	\$660,644	\$600,768	90.9%
ST0813	SHALLOWATER DRIVE	GO BONDS	7/1/2010	\$235,000	\$223,051	94.9%
ST0902	RIDGEVIEW-WATTERS TO US75	GO BONDS	12/31/2010	\$1,508,062	\$640,909	42.5%
ST0903	CHELSEA DR & COMMERCE PKY	RD IP, FA, NON-BOND, GO BOND	9/30/2010	\$1,315,280	\$1,036,353	78.8%
ST0904	2010 TRAFFIC SIGNALS	NON-BONDS	9/30/2010	\$727,752	\$638,006	87.7%
ST1001	FY10 STREET & ALLEY REPAIR	GO BONDS	12/30/2010	\$932,272	\$730,635	78.4%
ST1004	ANDREWS/CABELA'S LAND	GENERAL FUND	12/31/2010	\$2,800,000	\$5,600	0.2%
ST1005	EXCHANGE & SH 121 (NTTA)	EDC BONDS	9/30/2011	\$1,500,000	\$0	0.0%
ST1007	ROADWAY STRIPING CITYWIDE	GO BONDS	9/30/2011	\$200,000	\$0	0.0%
ST9904	CHAPARRAL BRIDGE	GO BONDS, NON-BONDS, FCLTY	9/30/2010	\$2,086,614	\$516,610	24.8%
WA0401	US75 LIFT STA +12"FRC MN	NON-BONDS	9/30/2011	\$450,054	\$0	0.0%
WA0804	PUMP STATION IMPROVEMENTS	NON-BONDS	12/31/2010	\$175,000	\$67,608	38.6%
WA0805	HILLSIDE WATER TOWER	IMPACT FEES, NON-BONDS	9/30/2010	\$5,180,000	\$5,171,501	99.8%
WA0808	MAIN ST WATERLINE REPLAC	NON-BONDS	7/1/2010	\$750,000	\$445,282	59.4%
WA0902	TIMBERCREEK SANITARY SEWE	NON-BONDS	12/30/2010	\$979,634	\$672,597	68.7%
WA0905	GREENVILLE WATERLINE REPL	NON-BONDS	9/30/2010	\$317,061	\$190,618	60.1%
WA0906	SHALLOWATER WATER/SEWER	NON-BONDS	9/30/2010	\$45,000	\$38,564	85.7%
WA0907	CHELSEA & COMMERCE W/S	NON-BONDS	9/30/2010	\$432,872	\$250,403	57.8%
WA1001	ROWLETT WT LANDSCAPING	NON BONDS	7/31/2010	\$60,000	\$51,557	85.9%
WA1002	US 75 WATERLINE REPLACEME	NON-BONDS	4/30/2011	\$965,962	\$116,500	12.1%
WA1003	WALDEN PARK WATER/SEWER	NON-BONDS	6/30/2011	\$906,290	\$157,900	17.4%
WA1004	LIFT STATION IMPROVEMENTS	NON-BONDS	9/30/2010	\$111,802	\$3,959	3.5%
WA1005	CHAPARRAL FORCE MAIN & LS	NON-BONDS	12/30/2011	\$1,482,304	\$0	0.0%



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 6/9/2010

Project Number	Fixed Assets #	Project Description	Completion Date	Project Estimate	Project Total Costs
CD0102	88	FIRE & WEATHER SAFETY TRL	9/30/2001	\$39,722	\$39,722
CD0401	628	HISTORICAL VLG LAND	9/30/2004	\$126,549	\$126,549
DR0311	742	TWIN CREEKS DRAINAGE	9/30/2005	\$703,849	\$703,847
DR0401	703	DRAINAGE REPLACEMENTS	9/30/2005	\$72,991	\$72,991
DR0601	1096	FOREST GROVE	9/12/2008	\$18,993	\$18,992
DR0602	1188	BOWLING ALLEY DRAINAGE	4/16/2009	\$439,863	\$439,863
DR0701	1100	ROWLETT CREEK FLOODPLAIN	9/18/2008	\$30,133	\$30,132
DR0801	1230	BUCKINGHAM DRAINAGE REHAB	8/10/2009	\$23,569	\$23,569
DR0803	1258	FOUNTAIN GATE ALLEY DRAIN	12/14/2009	\$97,839	\$97,838
DR9301	576	MUSTANG CREEK	9/30/2003	\$1,123,034	\$1,123,034
DR9905	445	HILLSIDE DRAINAGE	9/30/2004	\$252,944	\$252,944
DR9906	339	HISTORIC DAM	9/30/2003	\$333,226	\$333,226
EC0802	1259	EVENT CTR PARKING GARAGE	1/13/2010	\$8,090,000	\$8,090,000
EC0803	1231	EVENT CTR INFRASTRUCTURE	9/30/2009	\$13,281,025	\$13,281,025
ED0201	322	MILLENIUUM TECH	9/30/2002	\$963,788	\$963,588
ED0301	318	MILLENIUUM TECH, PH 2	6/7/2006	\$1,017,817	\$1,017,817
ED0302	628	CENTURY @ BUTLER LAND	6/7/2006	\$597,488	\$587,361
ED8900	862	RIDGEMONT	9/30/2006	\$547,613	\$547,613
ED8910	768	MILLENIUUM CORPORATE CNTR	6/7/2006	\$3,277,340	\$3,277,340
G05011	697	SW GRAPPLE TRUCK	9/30/2005	\$89,473	\$89,410
IS0305	313	IT CONDUIT/PHONE SYS,PH1	9/30/2005	\$80,240	\$80,240
IS0306	998	IT CONDUIT/PHONE SYS,PH2	12/20/2007	\$83,225	\$83,225
IS0406	388	CIVIC BLDGS IMPRV, PH3	9/30/2005	\$52,666	\$52,666
IS0501	866	SERVICE CTR LAND ACQUISIT	8/31/2006	\$2,451,091	\$2,451,091
IS0503	850	PUMP STATION PWR FACTOR C	9/7/2006	\$27,666	\$27,666
IS0504	313	CITY HALL BLDG IMPROVEMNT	2/28/2006	\$18,802	\$18,800
IS0505	545	NATATORIUM POWER FACTOR C	3/22/2006	\$30,000	\$30,000
IS0601	877	CITY HALL REMODEL 2006	6/20/2007	\$29,700	\$29,700
IS0602	387	CITY HALL ANNEX RMDL 2006	3/22/2007	\$19,722	\$19,720
IS0702	377	FIRE STATION #2 ROOF	9/21/2007	\$50,038	\$50,038
IS0703	1121	IT DATA CENTER @CITY HALL	9/30/2008	\$506,061	\$506,060
IS0704	984	FIRE STATION #1 CARPET	9/21/2007	\$14,535	\$14,534
IS0705	984	FIRE STATION #1 WRK ROOM	9/21/2007	\$2,301	\$2,301
IT0801	1251	IT PUBLIC SAFETY WIRELESS	2/10/2010	\$569,951	\$569,951
LB0101	693	MAIN LIBRARY	8/31/2006	\$11,855,075	\$11,855,075
LB0401	848	LIBRARY-ADAPTIVE RE-USE	9/30/2007	\$1,162,673	\$1,162,672
LB0501	863	LIBRARY BOOKS	8/25/2006	\$100,000	\$99,999
LB0701	885	MAIN LIBRARY PHASE II	9/6/2007	\$7,533	\$7,532
PR0002	575	NATATORIUM	9/30/2003	\$9,983,369	\$9,983,369

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CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 6/9/2010

Project Number	Fixed Assets #	Project Description	Completion Date	Project Estimate	Project Total Costs
PR0003	357	BETHANY LAKES AMEN.BLDG.	9/30/2003	\$355,158	\$355,146
PR0004	580	CELEBRATION PARK	9/30/2003	\$6,797,817	\$6,797,814
PR0005	743	TRAILS CONSTRUCTION	11/4/2005	\$606,464	\$606,464
PR0006	334	MEDIAN BEAUTIFICATION	9/30/2002	\$131,333	\$131,333
PR0007	561	ALLEN STA PRK PH.1B	9/30/2003	\$640,777	\$640,777
PR0008	420	GLNDVR,BETHNY,TWNCRK	9/30/2003	\$803,452	\$803,452
PR0009	233	BOLIN/SUNCREEK PRK	9/30/2002	\$866,922	\$866,922
PR0011	227	CITY HALL LANDSCAPE PH2	9/30/2002	\$455,665	\$455,665
PR0101	233	BOLIN PARK FENCE	9/30/2002	\$85,408	\$85,408
PR0102	746	ALLEN STATION PARK, PH 2	6/4/2007	\$6,571,744	\$6,545,273
PR0103	456	HERITAGE HOUSE TRAINDEPOT	9/30/2003	\$605,706	\$605,706
PR0104	864	CIVIC CENTER PLAZA	8/18/2006	\$1,709,740	\$1,701,446
PR0105	987	SPRING MEADOWS PARK	1/2/2008	\$574,240	\$574,238
PR0106	764	COM. PARK ACQUISITION #1	3/30/2006	\$2,860,834	\$2,860,834
PR0107	368	LOST CREEK PARK	9/30/2003	\$310,140	\$310,140
PR0109	566	FORD EAST PARK RENOVATION	9/30/2005	\$232,147	\$232,147
PR0110	566	FORD WEST PLAYGROUND	9/30/2003	\$47,937	\$47,937
PR0111	570	CTTNWOOD BEND PLAYGROUND	9/30/2003	\$58,629	\$58,007
PR0112	432	REED PARK PLAYGROUND	9/30/2003	\$65,847	\$65,846
PR0113	369	CELEBRATION PLAYGROUND	9/30/2003	\$206,276	\$206,277
PR0114	391	PARK ACQUISITION #2	9/30/2003	\$587,080	\$587,080
PR0115	711	STACY RIDGE PARK	9/30/2005	\$557,444	\$557,444
PR0116	359	MAIN ST LANDSCAPING	9/30/2003	\$205,907	\$205,907
PR0117	577	VALCON SYSTEM	9/30/2003	\$130,207	\$130,207
PR0201	896	COLLIN SQUARE GREENBELT	12/14/2006	\$4,700	\$4,700
PR0203	716	STORY PARK	9/30/2005	\$609,312	\$609,312
PR0206	376	FIRE STA #1 REMODEL	9/30/2004	\$123,736	\$123,736
PR0207	336	SIX CITIES TRAIL	9/30/2002	\$7,500	\$7,500
PR0211	301	BLUFF @ LOST CREEK PH 2	9/30/2002	\$300,000	\$300,000
PR0302	1289	JUPITER PARK	5/12/2010	\$20,990	\$20,990
PR0303	1011	PARK SIGNAGE	1/15/2008	\$56,336	\$56,336
PR0304	696	WATTERS CREEK TRAIL	9/30/2005	\$231,979	\$231,979
PR0306	233	BOLIN/SUNCREEK PARK PH2	9/30/2003	\$3,927	\$3,927
PR0307	389	FORD POOL RENOVATION	9/30/2003	\$83,753	\$83,317
PR0308	840	SENIOR CITIZENS CENTER	9/7/2007	\$4,807,328	\$4,804,321
PR0309	660	TWN CRK 3, IRRIGATION	9/30/2004	\$39,723	\$39,723
PR0401	820	LOST CREEK, PH 3	12/30/2005	\$340,000	\$340,000
PR0403	865	CELEBRATION ADDITIONS #1	8/18/2006	\$483,282	\$400,404
PR0406	763	ALLENWOOD PARK DEVELOPMNT	4/14/2009	\$1,031,507	\$1,031,506

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CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 6/9/2010

Project Number	Fixed Assets #	Project Description	Completion Date	Project Estimate	Project Total Costs
PR0407	432	REED PARK, PH 2	9/30/2005	\$10,900	\$10,320
PR0409	904	NATATORIUM PH 1B	1/2/2007	\$5,000	\$4,850
PR0410	456	HERITAGE CNTR,PH1B	9/30/2004	\$21	\$21
PR0412	817	GLENDOVER NP, PH2	12/31/2005	\$277,024	\$277,024
PR0413	818	BETHANY RIDGE NP, PH2	12/31/2005	\$173,514	\$173,514
PR0414	819	DAYSRING NP (TWN CRK)	12/31/2005	\$39,208	\$39,208
PR0415	740	QUAIL RUN PARK	8/16/2006	\$403,664	\$403,664
PR0419	937	JUPITER RD STORAGE FAC	6/22/2007	\$36,331	\$36,331
PR0420	748	GOLF COURSE-TAX EXEMPT	7/3/2007	\$5,350,272	\$5,350,268
PR0422	765	GOLF COURSE-TAXABLE	9/30/2006	\$919,887	\$919,883
PR0503	821	BETHANY LAKES PLAYGROUND	12/31/2005	\$114,201	\$114,201
PR0504	1206	ALLEN BARK PARK	6/17/2009	\$21,323	\$21,323
PR0505	911	HERITAGE PARK BRIDGE	3/14/2007	\$184,255	\$184,255
PR0507	1012	BRIDGEWATER CROSSING R.A.	1/17/2008	\$120,653	\$120,652
PR0509	1221	FORD POOL REDEVLPMNT PLAN	7/24/2009	\$74,500	\$74,500
PR0511	390	FORD PARK EAST IMPRVMNTS	9/30/2005	\$2,505	\$2,505
PR0512	383	J FARMER RCQTBL CT REPLCM	9/30/2005	\$51,899	\$51,899
PR0513	744	COTTONWOOD PARK PH 1B	9/30/2005	\$4,750	\$4,750
PR0602	1116	CMPTN CNTRLIS/IRRIG+LIGHTS	9/30/2008	\$143,995	\$143,995
PR0603	1135	CELEBRATION #2 SPRAYGRD	12/11/2008	\$125,545	\$125,545
PR0604	1213	COUNTRY MEADOW PARK IMP#2	6/30/2009	\$211,153	\$211,152
PR0605	870	BETHANY LAKES DISCGOLF EQ	9/7/2006	\$21,071	\$21,070
PR0607	849	CHASE OAKS CLUBHOUSE IMP	12/31/2007	\$175,619	\$175,618
PR0608	859	FORD PARK WEST-HOCKY WALL	8/30/2006	\$24,980	\$24,980
PR0610	1079	HOCKEY STORAGE FACILITY	8/19/2008	\$5,000	\$5,000
PR0612	871	RESERVATION MESSAGE BOARD	9/7/2006	\$4,880	\$4,880
PR0613	1003	CHASE OAKS PAVILION ENCLO	12/14/2007	\$210,800	\$210,799
PR0615	1290	CHASE OAKS IMPROVEMENT II	5/11/2010	\$239,603	\$239,602
PR0704	1136	JFRC RENOVATION PHASE 1	12/17/2008	\$22,170	\$22,169
PR0706	1252	MOLSEN FARM MASTER PLAN	2/3/2010	\$25,000	\$25,000
PR0707	1222	SHADE STRUC @ BALLFIELDS	7/24/2009	\$215,513	\$215,512
PR0708	989	EX EQUIPMENT @ JFRC & DRN	6/2/2008	\$275,790	\$275,790
PR0709	1219	ASP II BRIDGE DECK	7/9/2009	\$36,162	\$36,162
PR0711	951	WATER FORD PARK PH 5 NP	5/28/2010	\$745,350	\$745,349
PR0722	986	GOLF COURSE-TAXABLE PH 2	12/26/2007	\$19,811	\$19,811
PR0801	1253	SHADE @ CELEBRATION PARK	1/28/2010	\$78,936	\$78,935
PR0802	1077	FORD SOFTBALL IMPROVEMENT	8/12/2008	\$59,366	\$59,366
PR0803	1047	DRN UV H2O TREATMENT PKG	3/31/2008	\$60,650	\$60,650
PR0805	1223	BETHANY LAKES PIER	7/30/2009	\$43,883	\$43,883



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 6/9/2010

Project Number	Fixed Assets #	Project Description	Completion Date	Project Estimate	Project Total Costs
PR0807	1076	TWIN CREEK NP	8/7/2008	\$485,000	\$465,190
PR0808	1137	POLICE MONUMENT SIGN	12/11/2008	\$33,750	\$33,750
PR0811	1043	BOLIN PARK ACCESSIBILITY	3/25/2008	\$12,178	\$12,178
PR0812	1262	WATTERS BRANCH BRIDGE	3/2/2010	\$175,659	\$175,658
PR0816	1132	OUTDOOR CINEMA SYSTEM	1/28/2009	\$19,902	\$19,902
PR0901	1196	PATIENT MOBILE TRANSPORT	8/18/2009	\$24,963	\$24,962
PR0902	1291	IRRIGATION CONTROL	5/12/2010	\$83,835	\$83,835
PR0903	1232	GRAFFITI REMOVAL MACHINE	8/20/2009	\$53,850	\$53,850
PR0904	1191	SCOREBOARDS (ASP/BOLIN)	4/22/2009	\$35,554	\$35,554
PR0905	1237	STORAGE SHED	9/16/2009	\$8,380	\$8,380
PR0906	1220	TREE SPADE	7/16/2009	\$31,819	\$31,819
PR0907	1214	STACY RD - VILLAGES TRAIL	6/30/2009	\$70,181	\$70,181
PR0909	1292	WALDEN PARK RENOVATION	5/21/2010	\$89,219	\$89,219
PR3S03	0	SUMMER SOUNDS CONCERT SER	9/22/2004	\$105,257	\$117,692
PS0001	388	POLICE BLDG EXPANSION	9/30/2003	\$4,628,393	\$4,628,393
PS0004	546	CENTRAL FIRE STATION	9/30/2003	\$4,300,041	\$4,300,041
PS0201	730	FIRE STA APPARATUS	9/30/2005	\$349,981	\$349,981
PS0301	629	EMERGENCY MGMT WARNG SYST	9/30/2005	\$294,713	\$294,713
PS0302	374	EXHST SYS STA3&4	9/30/2003	\$17,110	\$17,110
PS0304	546	CNTRL FIRE ST GARAGE	9/30/2004	\$143,452	\$143,452
PS0305	630	CNTRL FIRE STA RENVATION	9/30/2004	\$31,902	\$31,902
PS0306	691	FIRE STA 2 3&4 RENVATION	9/30/2005	\$37,700	\$36,975
PS0401	388	POLICE STA ADDITIONS	9/30/2004	\$60,867	\$60,867
PS0402	927	PARKING LOT EXPNSN-POLICE	4/16/2007	\$245,443	\$245,442
PS0403	546	FIRE STATION IMPRVMT	9/30/2005	\$11,980	\$11,980
PS0801	1240	JAIL EXPANSION	9/25/2009	\$735,220	\$735,220
ST0035	574	ANGEL PKWY & MALONE	9/30/2003	\$3,290,404	\$3,290,404
ST0036	574	ANGEL PKWY,BY DVLPR	9/30/2003	\$131,042	\$131,042
ST0101	728	ALLEN HTS,BTHNY-PRKMEDIAN	9/30/2005	\$345,000	\$333,385
ST0111	761	FM2170E, ALLEN HTS-FM2551	9/12/2007	\$7,014,185	\$7,014,185
ST0113	854	BETHANY E, US75-ALLEN HTS	5/8/2006	\$3,915,419	\$3,915,419
ST0123	671	E EXCHANGE,SH5-1378	9/30/2004	\$3,014,641	\$3,014,641
ST0127	367	SGNL LT-CNTRY@MCDRM	9/30/2003	\$445,783	\$445,783
ST0136	672	ALMA DR,TATUM-BELAIR	9/30/2004	\$1,181,982	\$1,181,982
ST0137	330	WATTERS RD, PH I	9/30/2002	\$351,626	\$351,626
ST0141	395	ASPHALT PAVEMENT,PH I	9/30/2003	\$361,382	\$361,381
ST0142	556	CONCRETE ALLEY REPLCMNT	9/30/2003	\$672,824	\$672,823
ST0146	195	MAIN/MALONE INTERSECTION	9/30/2002	\$150,000	\$148,279
ST0148	231	101 S BUTLER,ASBSTS	9/30/2002	\$14,086	\$14,086

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CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 6/9/2010

Project Number	Fixed Assets #	Project Description	Completion Date	Project Estimate	Project Total Costs
ST0201	396	SH 5 SIDEWALKS, PH2	9/30/2003	\$314,059	\$314,059
ST0202	876	ALLEN DRIVE	9/27/2006	\$3,036,182	\$3,036,182
ST0203	674	ST MARY'S DRIVE	9/30/2004	\$550,731	\$550,729
ST0204	360	STREET LIGHT INSTALLATION	9/30/2003	\$425,933	\$425,933
ST0205	361	ASH DRIVE	9/30/2003	\$320,736	\$320,735
ST0206	193	TEN OAKS	9/30/2002	\$58,880	\$58,880
ST0207	670	BETHANY SIGNAL	9/30/2004	\$151,140	\$151,140
ST0249	1089	ALLEN CENTRAL DRIVE	9/10/2008	\$48,116	\$48,116
ST0301	731	RIDGEMONT DRIVE	9/30/2005	\$824,510	\$824,510
ST0302	652	ASPHLT RPLCMNT PH2	9/30/2004	\$648,681	\$648,681
ST0304	364	RIDGEVIEW, US75-STACY RD	9/30/2004	\$228,000	\$227,250
ST0306	895	ANGEL PKWY, LANDSCAPE& LT	11/20/2006	\$418,831	\$418,830
ST0309	664	CONCRETE ALLEY PH 11	9/30/2004	\$476,646	\$476,035
ST0310	766	ALLEN DRIVE, PHASE 2	9/7/2006	\$674,124	\$674,124
ST0311	1058	INTERSECTION IMPROVEMENTS	4/30/2008	\$95,194	\$95,193
ST0313	628	BEL AIR DR ROW	9/30/2004	\$186,099	\$186,099
ST0315	767	BETHANY DRIVE EAST	12/8/2006	\$1,825,519	\$1,825,519
ST0317	1202	N BETHANY LAKES-WALL PRJ	6/11/2009	\$66,000	\$66,000
ST0318	351	BTHNY @AYLSBY SGNL	9/30/2004	\$74,840	\$74,840
ST0319	373	RDGVIEW/RWLT CR BRG	9/30/2003	\$74,376	\$74,375
ST0320	673	EXCHNGE PKWY@RVRCST	9/30/2004	\$92,298	\$92,298
ST0321	657	TRAFFIC SIGNALS	9/30/2004	\$130,700	\$130,700
ST0338	703	CONCRETE REPLACEMENTS	9/30/2005	\$835,525	\$835,525
ST0403	812	ST. MARY DRIVE, PH 2	2/10/2006	\$617,417	\$617,417
ST0404	853	HEDGCOXE RD,DCHSS-LNGWOOD	5/2/2006	\$144,283	\$144,282
ST0406	672	BEL AIR - ALMA SIGNAL	9/30/2005	\$106,916	\$106,916
ST0407	739	TWIN CREEKS 7A1 AND 7A2	9/30/2005	\$133,380	\$133,380
ST0415	720	WATTERS RD,TWN CRK-WTRAIL	9/30/2005	\$244,935	\$244,935
ST0416	940	HILLSIDE/WNDRDGE ST.LIGHT	7/5/2007	\$7,248	\$7,248
ST0501	953	EXCHANGE,WATTERS-W.BRANCH	2/4/2010	\$2,364,907	\$2,364,905
ST0504	855	LED SIGNAL LIGHTS	5/11/2006	\$42,027	\$42,026
ST0505	979	RIDGEVIEW/CUSTER INTRSCN	8/31/2007	\$153,014	\$153,014
ST0506	739	TEN OAKS LANDSCAPE	9/30/2005	\$25,000	\$24,210
ST0507	1090	ST. MARY DRIVE, PH 3	9/10/2008	\$2,007,891	\$2,007,890
ST0508	856	MCDERMOTT/75 INTERSECTION	5/11/2006	\$158,835	\$158,835
ST0509	822	McDRMTT@ALLEN DR INTRSCN	2/20/2006	\$132,508	\$132,508
ST0601	1101	FIRE STA 2&3 EMERG SIGNAL	9/18/2008	\$130,870	\$130,871
ST0603	1260	STACY RD-US 75 TO GREENVI	1/11/2010	\$2,852,290	\$2,852,290
ST0604	935	DUCHES AND HEDGCOXE	6/21/2007	\$120,958	\$120,958

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CAPITAL IMPROVEMENT PROJECTS

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Closed to Fixed Assets

Date: 6/9/2010

Project Number	Fixed Assets #	Project Description	Completion Date	Project Estimate	Project Total Costs
ST0606	941	CUMBERLAND CROSSING	7/5/2007	\$43,954	\$43,953
ST0607	939	SHALLOWATER BRIDGE	7/2/2007	\$180,000	\$180,000
ST0608	1117	STACY-WATTERS TRAFFIC SIG	9/30/2008	\$146,318	\$140,317
ST0610	1204	ANGEL PARKWAY, PH III	6/11/2009	\$803,965	\$803,964
ST0697	892	SIDEWALK	9/30/2006	\$17,308	\$17,308
ST0701	1113	ALLEN DRIVE, PHASE 3	9/30/2008	\$361,098	\$361,098
ST0702	1120	EXCHANGE PKWY SIGNALS	9/30/2008	\$141,638	\$141,638
ST0703	923	WINDRIDGE EXCHANGE PKWY	3/22/2007	\$78,432	\$78,431
ST0705	1091	ALMA/HEDGCOXE	9/9/2008	\$480,000	\$410,322
ST0706	1083	JUPITER RD REPLACEMENT	9/5/2008	\$193,810	\$193,809
ST0707	954	US 75/SH 121 ROW	9/9/2008	\$150,000	\$150,000
ST0708	980	MCDERMOTT TURN LANE	9/12/2007	\$25,044	\$25,044
ST0709	1106	COUNTRY BROOK LANE	2/10/2010	\$484,081	\$484,080
ST0711	1154	MAIN STREET LANDSCAPING	1/19/2009	\$289,681	\$289,681
ST0712	1092	2551/MAIN ST SIDEWALKS	9/12/2008	\$19,613	\$19,612
ST0715	1093	HEDGCOXE ROAD	9/10/2008	\$400,000	\$370,051
ST0717	1094	MCDERMOTT PAVEMENT REHABI	9/10/2008	\$348,729	\$348,728
ST0805	1167	STREET & ALLEY REPAIR	2/12/2009	\$297,649	\$297,648
ST0809	1119	BETHANY TRAFFIC SIGNALS	9/30/2008	\$8,750	\$8,750
ST0810	1261	ALMA/HEDGCOXE TRAFFIC SIG	2/17/2010	\$43,092	\$43,092
ST0812	1254	FY09 STREET & ALLEY REPAIR	11/19/2009	\$396,223	\$396,222
ST9508	719	SH5 MEDIANS, CHP-XCH	9/30/2005	\$1,367,605	\$1,367,605
ST9512	229	MCDERMOTT, CUSTER-US75	9/30/2002	\$11,638,037	\$11,638,037
ST9809	572	COLLECTOR SIDEWALKS	9/30/2003	\$559,631	\$559,225
ST9828	230	ALMA DR, EXCHANGE-SH121	9/30/2002	\$3,566,608	\$3,566,608
ST9829	538	STACY RD, US75-SH121	9/30/2003	\$9,672,319	\$9,672,319
ST9903	541	BETHANY WEST	9/30/2003	\$5,671,564	\$5,671,564
ST9918	366	WATTERS, BETHANY-MCDERMOTT	9/30/2003	\$1,689,394	\$1,689,394
WA0009	228	LOST CREEK LIFT STATION	9/30/2001	\$88,000	\$87,879
WA0016	87	HIGHPOINT WATER LINE	9/30/2001	\$57,271	\$57,271
WA0027	560	ALLEN HTS IMPROVEMENTS	9/30/2003	\$1,170,306	\$1,170,302
WA0030	537	ALLEN HTS, PH II WATERLINE	9/30/2003	\$1,205,493	\$1,205,491
WA0036	579	STACY RD PUMP STA#2	9/30/2003	\$5,130,942	\$5,130,942
WA0112	872	PRESTIGE CIR WATER TOWER	9/12/2006	\$4,165,604	\$4,165,604
WA0118	1241	ALLENWOOD SANITARY SEWER	9/30/2009	\$1,098,600	\$1,098,599
WA0120	632	LOST CREEK RANCH PH2A	9/30/2004	\$348,230	\$348,230
WA0132	557	S.C.A.D.A.	9/30/2003	\$352,456	\$352,456
WA0133	356	HEDGCOXE WATERLINE	9/30/2003	\$255,881	\$255,881
WA0134	356	OVERSIZING W&S	9/30/2003	\$14,654	\$14,654

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CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 6/9/2010

Project Number	Fixed Assets #	Project Description	Completion Date	Project Estimate	Project Total Costs
WA0214	392	WATERLINE REPLACEMENT	9/30/2003	\$124,375	\$124,375
WA0215	677	OLA SEWER	9/30/2004	\$936,723	\$936,720
WA0216	578	COTTONWOOD CREEK SEWER	9/30/2003	\$835,838	\$835,838
WA0217	731	RIDGEMONT SEWERLINE	9/30/2005	\$225,000	\$225,000
WA0218	308	STACY RIDGE LIFT STATION	9/30/2002	\$218,550	\$218,550
WA0219	358	BETHANY RIDGE LIFTSTATION	9/30/2003	\$113,616	\$113,616
WA0240	1264	CUSTER RD PMP STA#3 EXPNS	3/11/2010	\$5,779,059	\$5,779,058
WA0301	1122	TWN CREEKS 36" WTRLIN 6B	9/30/2008	\$734,100	\$734,099
WA0302	735	WATER TOWER SECURITYLIGHT	9/30/2005	\$423,572	\$423,572
WA0303	676	FAIRVIEW WSTWTR INTR	9/30/2004	\$104,682	\$104,682
WA0305	1194	COVENTRY II OVERSIZING	5/26/2009	\$131,109	\$131,109
WA0335	781	WESTSIDE WATERLINE	2/10/2010	\$3,388,382	\$3,388,382
WA0402	698	36" WATERLINE TC6A	9/30/2005	\$211,242	\$211,242
WA0403	811	ST. MARY DRIVE, PH 2	2/9/2006	\$83,000	\$82,798
WA0407	739	TWIN CREEKS 7A1 AND 7A2	9/30/2005	\$237,435	\$237,435
WA0415	720	WATTERS RD-QUAIL RUN	9/30/2005	\$29,470	\$29,470
WA0507	936	ST MARY DR PH III WATER	6/20/2007	\$57,000	\$57,000
WA0511	932	EAST MAIN WATER LINE	6/12/2007	\$1,554,666	\$1,554,666
WA0601	950	JUPITER RD SEWER REPLACEM	1/19/2009	\$488,201	\$488,200
WA0602	1203	EXCHANGE PARKWAY WATERLIN	6/11/2009	\$71,546	\$71,545
WA0701	579	STACY RD GROUND STORAGE	9/12/2007	\$555,816	\$555,816
WA0702	1095	COUNTRY CLUB WATERLINE	9/9/2008	\$97,442	\$96,121
WA0703	1189	BEACON HILL/MCDERMOTT W/L	4/16/2009	\$53,399	\$53,399
WA0704	1212	CUSTER ROAD WATERLINE	3/2/2010	\$343,520	\$343,518
WA0801	1084	ALLEN DRIVE PHASE III	9/5/2008	\$161,198	\$161,198
WA0802	1156	FAIR MEADOW SANITARY SEWE	1/19/2009	\$123,876	\$123,876
WA0803	1255	LIFT STATION IMPROVEMENTS	1/25/2010	\$23,198	\$23,197
WA0806	1190	STACY TANK CATHODIC PROTE	4/16/2009	\$9,813	\$9,813
WA0807	1263	HIGH MEADOWS SEWER LINE	3/2/2010	\$762,976	\$762,975
WA0901	1256	ROWLETT WATER TOWER FENCE	1/11/2010	\$132,412	\$132,412
WA0903	1243	RIDGEVIEW-CUSTER TO ALMA	9/30/2009	\$221,175	\$221,175
WA0904	1205	EXCHANGE PKWY WATERLINE	6/11/2009	\$362,972	\$362,972
WA0909	1257	BRAY CENTRAL WATERLINE LO	1/25/2010	\$20,928	\$20,928
WA9822	226	PUMP STA #3 & 2 TNK	9/30/2002	\$9,552	\$9,552
WA9923	224	LNDSCP 2 ELEV TANK	9/30/2002	\$6,645	\$6,645
WA9925	225	CUSTER PMP ST3 LDSC	9/30/2002	\$89,488	\$89,488
WA9931	636	ALMA,TATUM-BELAIR	9/30/2004	\$20,921	\$20,920
Total Expenditures:				\$227,533,042	

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: June 22, 2010

SUBJECT: Conduct a Public Hearing and adopt an ordinance to amend the sign plan for PD Planned Development No. 99. The property is 63.24± acres in the T.G. Kennedy Survey, Abstract No. 500, Michael See Survey, Abstract No. 543, and the Rufus Sewell Survey, Abstract No. 875, City of Allen, Collin County, Texas; located southwest of Bethany Drive and US75. (Z-4/23/10-32) [Watter's Creek at Montgomery Farm]

STAFF RESOURCE: Helen-Eve Liebman, AICP, Senior Planner

BOARD/COMMISSION ACTION: The Planning and Zoning Commission conducted a Public Hearing at the June 1, 2010 meeting and recommended approval of the request to adopt an ordinance to amend the sign plan for PD Planned Development No. 99.

ACTION PROPOSED: Conduct a Public Hearing and adopt an ordinance to amend the sign plan for PD Planned Development No. 99.

BACKGROUND

The property is located at the southwest corner of US75 and Bethany Drive and is zoned Planned Development District PD No. 99 for Mixed uses. The property to the north, across Bethany Drive, is zoned PD Planned Development No. 55 for C/O Commercial/Office uses. The property to the west is zoned PD Planned Development No. 76 for LR Local Retail and TH Town Home uses; PD Planned Development No. 74 for O Office uses; and PD Planned Development No. 66 for C Commercial uses. The property to the south is zoned FP-O Flood Plain- Office. The property to the east, across US75, is zoned LI-C Light Industrial-Conditional.

The PD Planned Development District for this development, Watters Creek, includes a Sign Plan. The proposed amendment is to provide for an industry standard LED Pylon sign in a previously approved location. The proposed height of the structure is 52 feet and the proposed width is 50 feet. The maximum copy area per side is proposed as 980 square feet and the maximum structure size is 2,080 square feet. The LED area is not to exceed 700 square feet per side. The proposed elevation and details are included in this communication.

On June 1, 2010 the Planning and Zoning Commission recommended approval of the request.

LEGAL NOTICES

Public Hearing Sign Installed – May 21, 2010
Public Hearing Letters Mailed – May 21, 2010

STAFF RECOMMENDATION

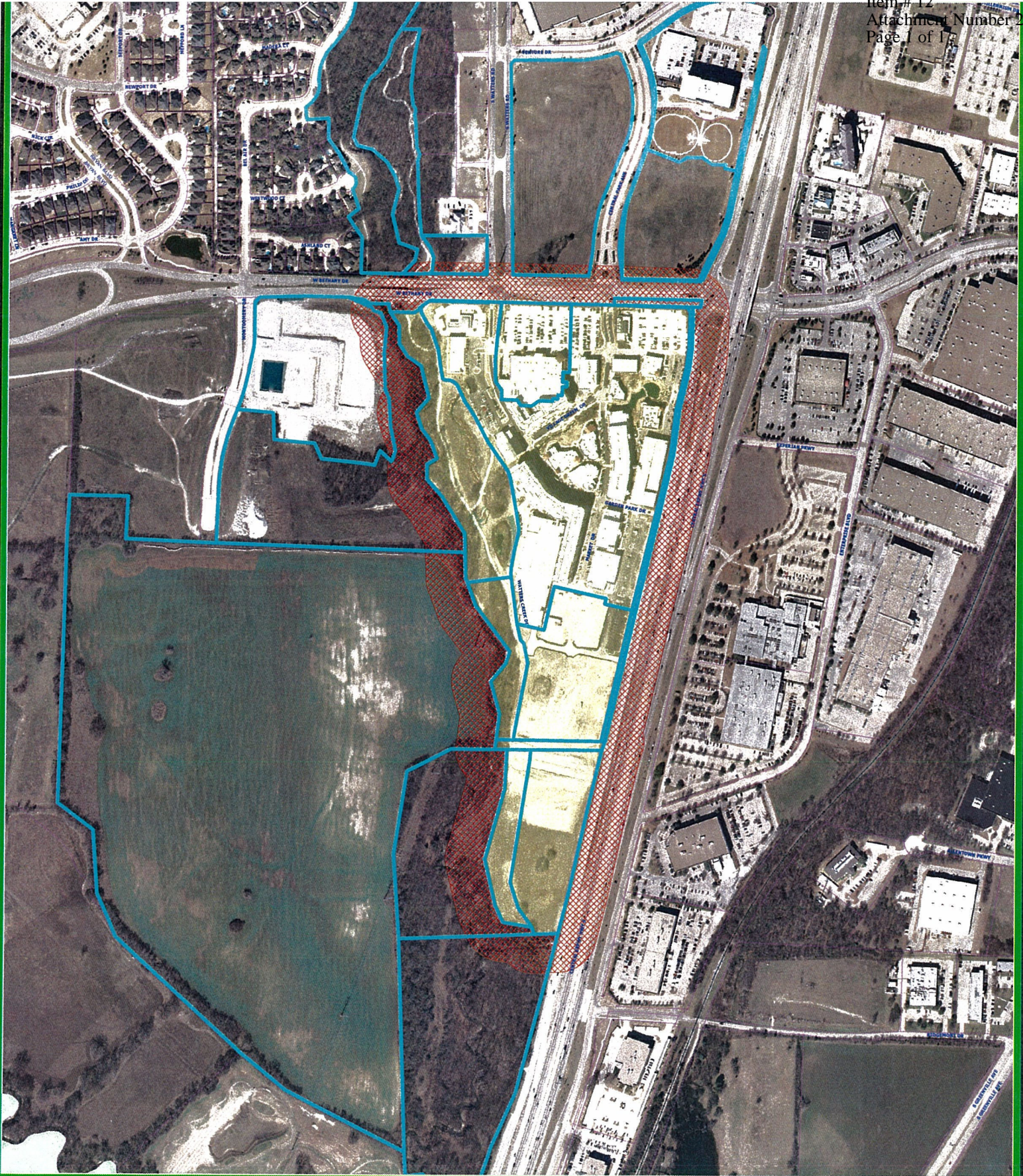
Staff concurs with the recommendation of the Planning and Zoning Commission.

MOTION

I make a motion to adopt Ordinance No. _____ amending the sign plan for PD Planned Development No. 99 on 63.24± acres located southwest of Bethany Drive and US75.






ATTACHMENT

June 1, 2010 Planning and Zoning Commission Meeting Minutes
Property Owner Notification Map
Ordinance



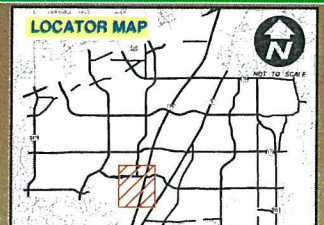
**PD-99
Property Ownership Notification**

Map Legend

-  200' Buffer Zone
-  PD-99 Rezoned Parcels
-  Railroad
-  City Limit
-  Property Boundary



Planning & Development - GIS
Revision Date: 05/2010



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 AMENDING “PD” PLANNED DEVELOPMENT NO. 99, BY AMENDING A PORTION OF EXHIBIT “F” “SCHEDULE, DESIGNS AND LOCATION PLANS FOR GARAGE TENANT FIN SIGNS, LED PYLON SIGN, AND PARKING AREA BANNERS” BY AMENDING THE SIGN SCHEDULE AND LED PYLON SIGN DESIGN AND ADDING AN LED PYLON SIGN LOCATION MAP; PROVIDING A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the governing body of the City of Allen, in compliance with the laws of the State of Texas and the ordinances of the City of Allen, 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 the Allen Land Development Code Zoning Regulations and Zoning Map of the City of Allen, 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 amending “PD” Planned Development No. 99 as established by Ordinance No. 2486-2-06 and amended by Ordinance No. 2874-11-09, by amending Exhibit “F” “Schedule, Designs and Location Plans for Garage Tenant Fin Signs, LED Pylon Sign, and Parking Area Banners” as follows:

A. By amending the “Sign Schedule” with respect to LED Pylon Sign to read as follows:

SIGN TYPE	ELECTRICAL	MAX HEIGHT	MAX WIDTH	MAX COPY AREA (Square Feet Per Side)	MAX STRUCTURE (Includes Copy Area)	MAX QUANTITY	COMMENTS
A-LED Pylon (Drawings provided by Reynolds Sign Design)	YES, Internal	52 ft.	50 ft.	980 sq ft	2080 sq.ft.	1	LED area not to exceed 70 sq.ft. per side. The maximum “as built” height of the sign shall be measured either from the property line, the surface of the abutting service road, or the principal lanes of the freeway adjacent to the sign location. This “as built” height shall be reviewed and approved by the Director of Planning and Development prior to sign construction.

- B. By replacing the LED Pylon Sign Design illustration with the illustration set forth in Exhibit “A”, attached hereto and incorporated herein by reference.
- C. By adding an “LED Pylon Sign Location Map” as set forth in Exhibit “B,” attached hereto and incorporated herein by reference.

SECTION 2. In the event of an irreconcilable conflict between the provisions of another previously adopted ordinance of the City of Allen and the provisions of this Ordinance as applicable to the use and development of the property within “PD” Planned Development No.99, the provisions of this Ordinance shall be controlling.

SECTION 3. Planned Development No. 99, Ordinance No. 2486-2-06, as amended by Ordinance No. 2874-11-09, shall continue in full force and effect, except as amended herein.

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

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

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 22nd DAY OF JUNE, 2010.

APPROVED:

Stephen Terrell, MAYOR

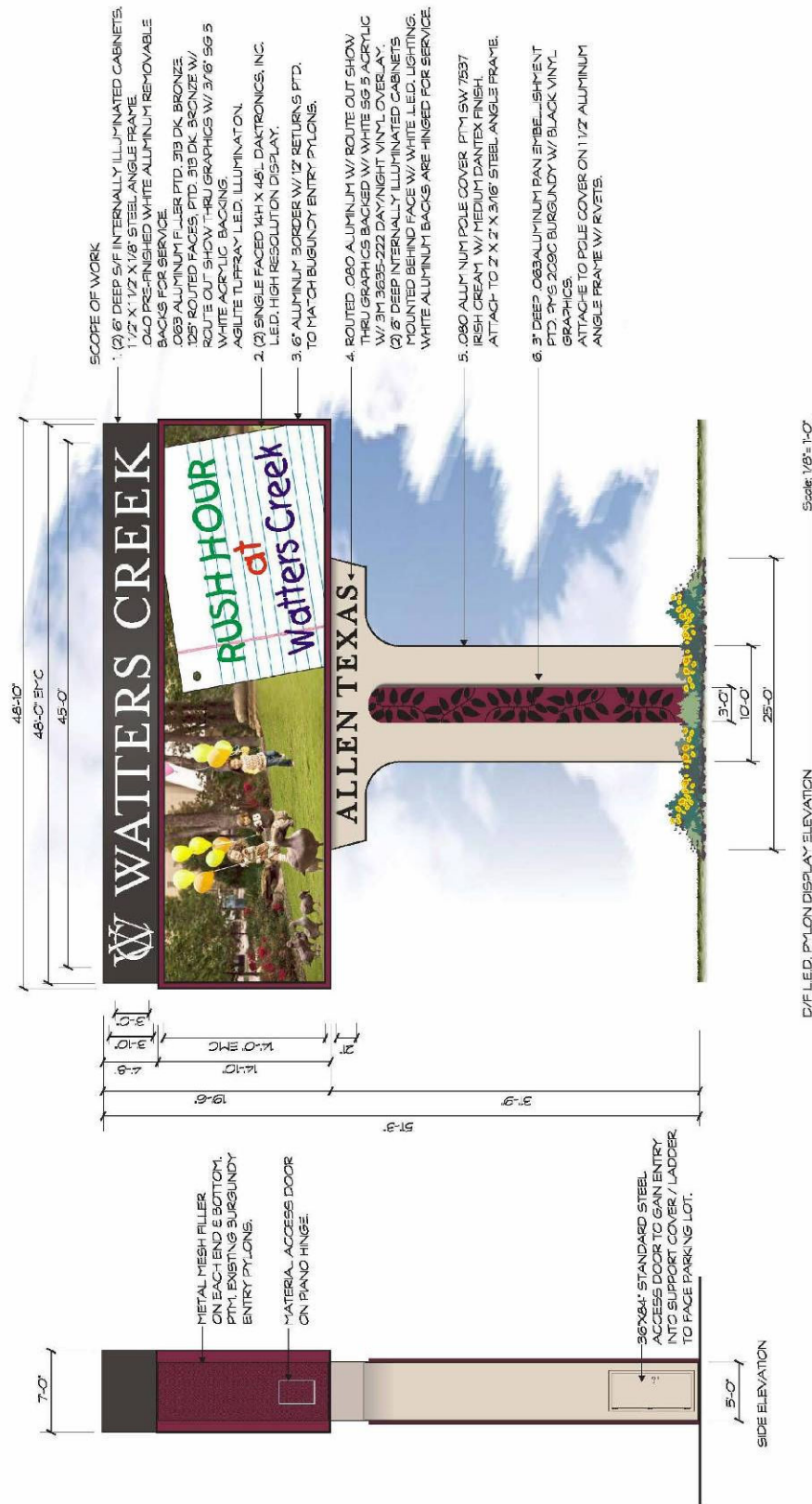
APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY

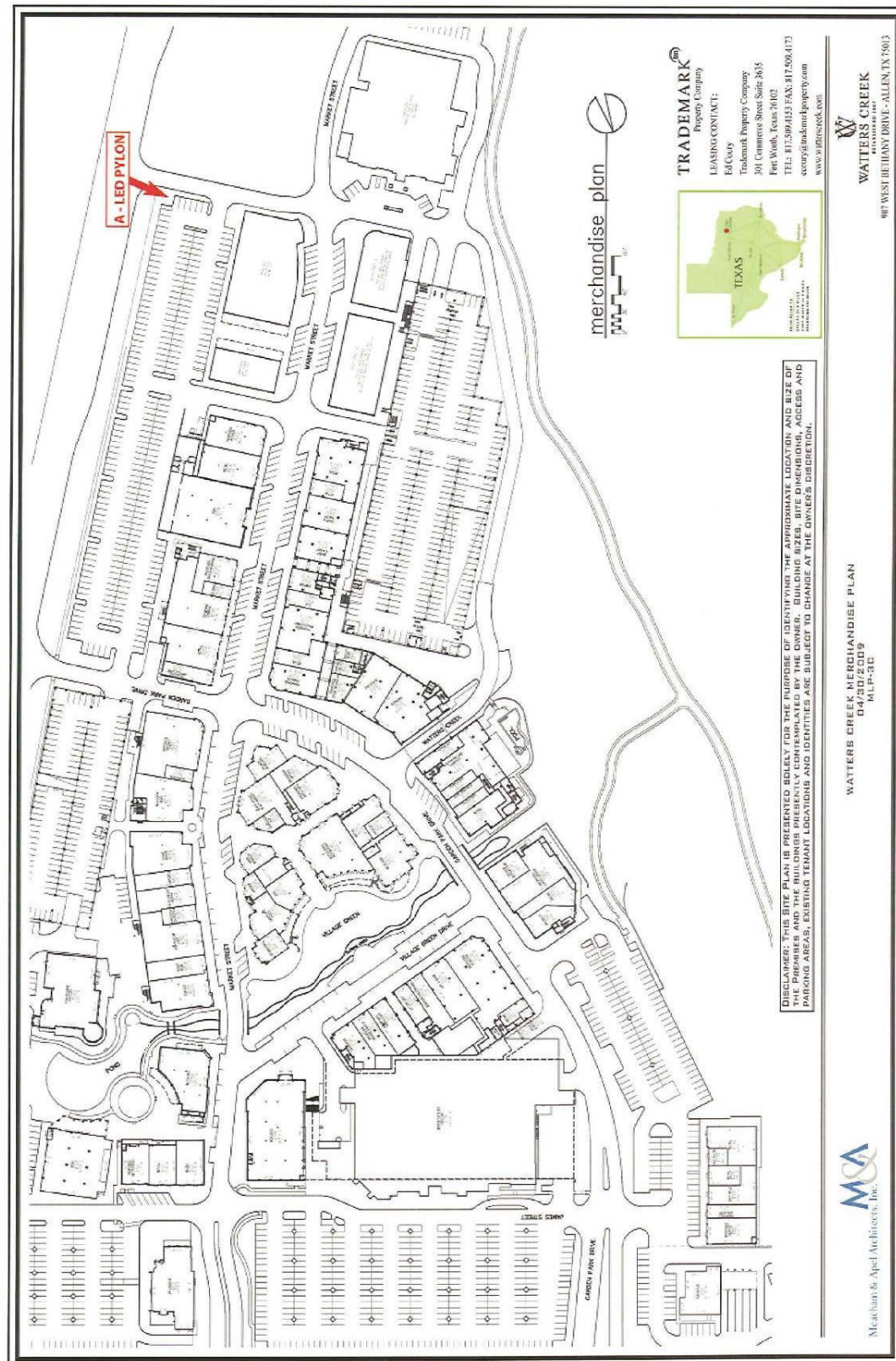
Shelley B. George, TRMC, CITY SECRETARY

EXHIBIT "A"
LED PYLON SIGN DESIGN ILLUSTRATION



		P 672.670.1394 P 972.601.1698 F 972.601.1698 10000 N. DALLAS DALLAS, TEXAS 75243	
<p>THESE DRAWINGS ARE THE EXCLUSIVE PROPERTY OF REYNOLDS SIGN. NO PART OF THESE DRAWINGS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF REYNOLDS SIGN. THE USER OF THESE DRAWINGS AGREES TO HOLD REYNOLDS SIGN HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST REYNOLDS SIGN BY A THIRD PARTY AS A RESULT OF THE USER'S USE OF THESE DRAWINGS. THE USER OF THESE DRAWINGS AGREES TO HOLD REYNOLDS SIGN HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST REYNOLDS SIGN BY A THIRD PARTY AS A RESULT OF THE USER'S USE OF THESE DRAWINGS.</p>			
CUSTOMER APPROVAL DATE _____ LANDLORD APPROVAL DATE _____		DATE _____ REVISIONS _____ DESIGN NUMBER 100255 C ADDRESS BETHANY RD. @ HWY. 75 CITY - STATE ALLEN, TX. DATE 4/5/2010 SALES PERSON JIM CHAPPEL DESIGNER JIM CHAPPEL SHEET: 2 OF 2	

EXHIBIT "B" **LED PYLON SIGN LOCATION MAP**



CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

June 22, 2010

SUBJECT:

Conduct a Public Hearing and adopt an ordinance amending a portion of Tract 7, in PD Planned Development No. 58, by amending the Development Regulations and adopting a Concept Plan for the Allen Independent School District Multipurpose Stadium. The property is 67.115± acres situated in the Lewis Wetsel Survey, Abstract No. 978, and the Henry Wetsel Survey, Abstract No. 1026, and Lot 2, Block A, Allen Educational Park, City of Allen, Collin County, Texas; located west of Greenville Avenue between Exchange Parkway and Rivercrest Boulevard. (Z-2/1/10-9) [Allen Independent School District Multipurpose Stadium]

STAFF RESOURCE:

Helen-Eve Liebman, AICP, Senior Planner

BOARD/COMMISSION ACTION:

The Planning and Zoning Commission conducted a Public Hearing at the June 1, 2010 meeting and recommended approval of the request, with a condition, to adopt an ordinance amending a portion of Tract 7, in PD Planned Development No. 58, by amending the Development Regulations and adopting a Concept Plan for the Allen Independent School District Multipurpose Stadium.

ACTION PROPOSED:

Conduct a Public Hearing and adopt an ordinance amending a portion of Tract 7, in PD Planned Development No. 58, by amending the Development Regulations and adopting a Concept Plan for the Allen Independent School District Multipurpose Stadium.

BACKGROUND

The property is located north and east of Rivercrest Drive, west of Greenville Avenue, south of Exchange Parkway. The property to the north and east is zoned PD Planned Development No. 58 for SC Shopping Center and MF Multifamily Residential.

The property to the west and south is zoned PD Planned Development No. 58 for CF Community Facilities. The property to the east is zoned AO Agriculture-Open Space, LR Local Retail, and O Office. The property to the east across Greenville Avenue is zoned CF Community Facilities and PD Planned Development No. 1 for R-5.

The property is currently zoned PD Planned Development No. 58 for CF Community Facilities and the Allen Independent School District AISD has requested an amendment to the PD Planned Development to allow for design standards for the multi-purpose stadium. The PD Development Regulations have identified a maximum building height of 120 feet. The exterior building materials are proposed to provide a primarily masonry structure with use of metal materials being limited to 17 percent of the facade.

The score board signage proposed includes a primary and secondary score board. The primary score board is a stop motion LED and the secondary score board is a marquee LED with programmable fade/scroll message and graphics and will be limited to one change of the message per hour. Building signage is detailed in the building elevations.

A cellular telephone tower is proposed as a free standing tower with a height not to exceed 125 feet. An accessory structure housing associated equipment for the cellular tower has also been provided for.

The overall architectural style and function of the proposed stadium is compatible with the overall campus. The Concept Plan and PD Development Regulations have been reviewed by the Technical Review Committee and the request complies with the Allen Land Development Code ALDC.

On June 1, 2010, the Planning and Zoning Commission recommended approval of the request subject to the following condition:

Exhibit A, Paragraph 6 will include a reference that limits the changing of the fade/scroll message and graphics, occurring no more than once per hour, to the north side of the north scoreboard.

LEGAL NOTICES

Public Hearing Sign Installed – May 21, 2010
Public Hearing Letters Mailed – May 21, 2010

STAFF RECOMMENDATION

Staff concurs with the recommendation of the Planning and Zoning Commission.

MOTION

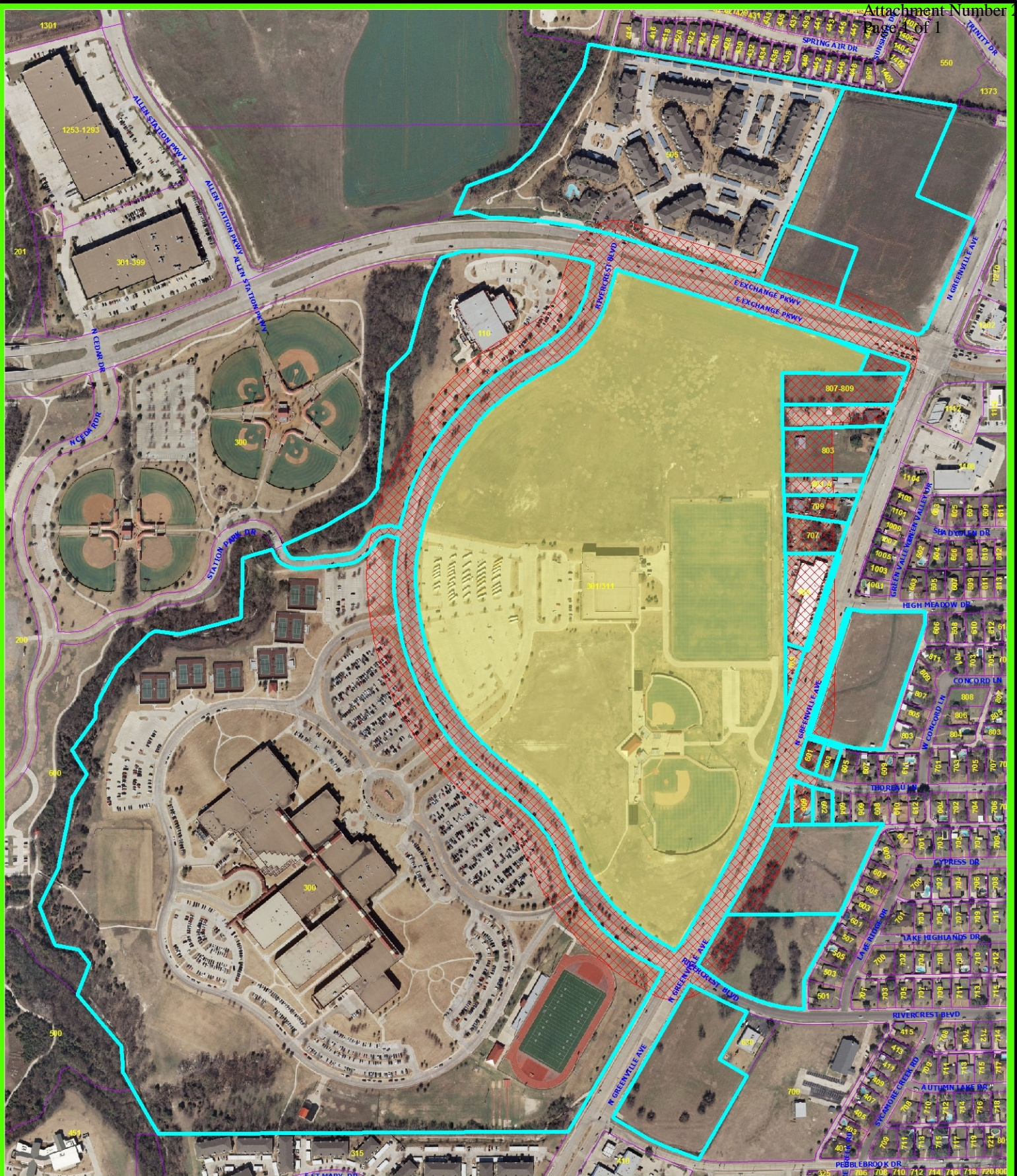
I make a motion to adopt Ordinance No. _____ amending a portion of Tract 7, in PD Planned Development No. 58, by amending the Development Regulations and adopting a Concept Plan for the Allen Independent School District Multipurpose Stadium on 67.115± acres located west of Greenville Avenue between Exchange Parkway and Rivercrest Boulevard.

ATTACHMENT

June 1, 2010 Planning and Zoning Commission Meeting Minutes

Location Map

Ordinance



**ASID Multi-purpose Stadium
Property Ownership Notification**

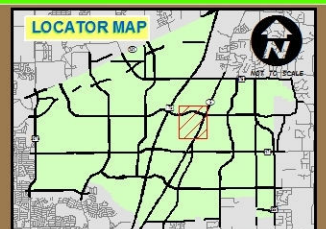
Map Legend

- 200' Buffer Zone
- Proposed Rezone Parcels
- Railroad
- City Limit
- Property Boundary



Planning & Development - GIS
Revision Date: 05/2010

Map: P:\Maps-Layouts (Planning & Development)\Public Notices\301_RiverCrest_ASID.mxd



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP, AS PREVIOUSLY AMENDED, BY AMENDING THE DEVELOPMENT REGULATIONS AND ADOPTING A CONCEPT PLAN FOR A PORTION OF TRACT 7 OF “PD” PLANNED DEVELOPMENT NO. 58 DESCRIBED IN EXHIBIT “A” HERETO AS ESTABLISHED BY ORDINANCE NO. 1409-3-96; PROVIDING A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY 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 of the City of Allen and the governing body of the City of Allen, in compliance with the laws of the State of Texas and the ordinances of the City of Allen, 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 the Allen Land Development Code and Zoning Map of the City of Allen, 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 and Zoning Map of the City of Allen, Texas, as previously amended be amended, by amending the development regulations and adopting a Concept Plan for a 67.115± acre tract of land in the Lewis Wetsel Survey, Abstract No. 978 and the Henry Wetsel Survey, Abstract No. 1026, City of Allen, Collin County, Texas, said tract being described in Exhibit “A” attached hereto and incorporated herein by reference (the “Property”), and further being a portion of Tract 7 of Planned Development 58 as established by Ordinance No. 1409-3-96.

SECTION 2. The Property shall be developed and used only in accordance with the Development Regulations set forth in Exhibit “B” of Ordinance No. 1409-3-96 to the extent applicable to Tract 7, and the regulations for the use and development of property located in a “CF” Community Facilities zoning district, as identified in said ordinance, subject to the following additional regulations:

- A. CONCEPT PLAN:** The Property shall be developed in general conformance with the Concept Plan attached hereto as Exhibit “B,” attached hereto and incorporated herein by reference. Minor modifications to streets that do not alter the general alignment shown on the Concept Plan may be approved by the Director of Planning and Development and/or Director of Engineering, as appropriate, at the time of City’s approval of the final construction plans.
- B. MAXIMUM BUILDING HEIGHT:** Maximum Building Height shall not exceed one hundred and twenty five feet (125’) measured from exterior grade at the building perimeter.
- C. EXTERIOR BUILDING MATERIALS:** The building to be located on the Property shall be constructed substantially as set depicted in the Building Elevations and Building Sections set forth in Exhibits “C” and “D,” respectively, attached hereto and incorporated herein by reference. Exterior Building Materials shall be comprised primarily of masonry, architectural smooth prefinished aluminum composite material panels, architectural

horizontal patterned prefinished metal panels and commercial glazing systems. No more than seventeen percent (17%) of total building façade shall be comprised of metal, excluding fencing, roof coping and canopies.

- D. LANDSCAPING:** The Property shall be landscaped in accordance with the Allen Land Development Code, Article VII Zoning Development Standards, Section 7.05.2 Multifamily District and Nonresidential Landscaping Requirements.
- E. BIKE TRAILS:** The Property shall provide space for a future ten foot (10.0') wide hike and bike trail. Space provided for future trail shall be in conformance with the City of Allen Trail Standards and Allen Parks and Trail Implementation Plan.
- F. SIGNAGE (Scoreboards):** The Scoreboards to be constructed shall be designed and located substantially as illustrated in the Scoreboard Elevations set forth in Exhibit "E," attached hereto and incorporated herein by reference. North side of double sided Primary (South) scoreboard sign to be stop motion LED, with a video display no larger than twenty-two feet (22.0') high by forty feet (40.0') wide. The South side of Primary (South) scoreboard sign to be painted with school graphics and slogan. The North side of the double sided Secondary (North) Scoreboard shall have a marquee sign to be LED with programmable fade/scroll message and graphics with a video display no larger than eight feet (8-0') high by eighteen feet (18.0') wide. The changing of the fade/scroll message and graphics on the North side of the double sided Secondary (North) scoreboard shall occur no more than once per hour.
- G. SIGNAGE (Building identification):** Building identification signage shall be face-lit, acrylic faced can letters. Maximum area of any one sign shall be four hundred (400) square feet, excluding any logo or graphics. Maximum character height shall be five feet (5.0') high, excluding any logo or graphics. Building identification signage shall be allowed on no more than three (3) exterior façade locations. Location of signage and size of any logo or graphics receive the approval of the Director of Planning & Development or designee prior to installation.
- H. CELLULAR TELEPHONE TOWER:** A cellular phone tower may be constructed on the Property at the located indicated on the Concept Plan and subject to the following:
- (1) The height of cellular tower shall not exceed one hundred twenty-five (125) feet;
 - (2) The dimensions of the cellular tower site shall not exceed 50 feet x 50 feet;
 - (3) The cellular tower site must be screened with an eight (8.0') masonry wall around the entire site save and except for necessary access gate, with said gate to be designed in a manner to prevent viewing the interior of the site when closed;
 - (4) Landscaping shrubs shall be planted on the exterior side of the masonry fence; and
 - (5) The screening wall masonry and landscaping shall match the style, color, and materials of the existing masonry of adjacent structures and landscape materials.
- I. TEMPORARY CONSTRUCTION SIGNS:** Two (2) temporary construction signs designed in a manner substantially as illustrated in the Temporary Sign Plan attached hereto as Exhibit "F" and incorporated herein by reference, with one (1) sign to be located on the Property along Greenville Avenue and one (1) sign to be located along Exchange Parkway.

The temporary construction signs must be set back a minimum of fifteen (15) feet from the Property boundary, but in no case shall a sign be located in any street right of way or other areas where signs are prohibited by applicable City ordinance to be located. The maximum sign dimensions shall as follows:

1. Sign face shall not exceed eight (8) feet tall and sixteen (16) feet in width; and
2. Maximum overall sign height shall not exceed fifteen (15) feet.

SECTION 4. Planned Development No. 58, as established by Ordinance No. 1409-3-96 shall continue in full force and effect, except as amended by this Ordinance.

SECTION 5. In the event of an irreconcilable conflict between the provisions of another previously adopted ordinance of the City of Allen and the provisions of this Ordinance as applicable to the use and development of the Property, the provisions of this Ordinance shall be controlling.

SECTION 6. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Allen Land Development Code, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Allen Land Development Code, as amended hereby, which shall remain in full force and effect.

SECTION 7. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Allen Land Development Code, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 8. 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 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, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 9. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Allen, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 22nd DAY OF JUNE 2010.

APPROVED:

Stephen Terrell, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY

Shelley B. George, TRMC, CITY SECRETARY

Exhibit "A"

Legal Description of the Property

BEING a tract of land situated in the Lewis Wetsel Survey, Abstract No. 978 and the Henry Wetsel Survey, Abstract No. 1026 in the City of Allen, Collin County, Texas and being all of Lot 2, Block A, Allen Educational Park, an addition to the City of Allen as recorded in Cabinet K, Page 465, Plat Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found at the intersection of the south line of Exchange Parkway and the east line of Rivercrest Boulevard, being the northern most corner of said Lot 2, and being a point on a curve to the right having a radius of 1,847.36 feet, a tangency of 27.88 feet and a central angle of 01°43'46";

THENCE, in an easterly direction with said south line and said curve to the right for an arc distance of 55.76 feet, (Chord Bearing S 72°20'17" E, 55.76 feet), to a 1/2 inch iron rod found at the point of tangency of said curve;

THENCE, South 71°28'24" East, continuing with said south line, for a distance of 1,199.57 feet, to a 1/2 inch iron rod found at the intersection of the south line and the west line of Greenville Avenue;

THENCE, South 22°47'30" East, with said west line, for a distance of 15.36 feet to a 1/2 inch iron rod found;

THENCE, South 23°23'22" West, continuing with said west line, for a distance of 28.46 feet to a 1/2 inch iron rod found;

THENCE, North 89°49'15" West, departing said west line and with the east line of said Lot 2, for a distance of 505.88 feet to a 1/2 inch iron rod found at an interior ell corner of said Lot 2;

THENCE, South 00°18'16" West, continuing with said east line, for a distance of 1,362.88 feet to a 1/2 inch iron rod found, being in the west line of said Greenville Avenue;

THENCE, South 18°59'59" West, continuing with said east and west lines, for a distance of 200.59 feet, to a 1/2 inch iron rod found at the point of curvature of a curve to the right, having a radius of 2,840.00 feet, a tangent of 287.15 feet and a central angle of 11°32'49";

THENCE, continuing with said east and west lines, and with said curve to the right for an arc distance of 572.36 feet, (Chord Bearing S 24°46'24" W, 571.39 feet), to a 1/2 inch iron rod found at the point of tangency of said curve;

THENCE, South 30°32'49" West, continuing with said east and west lines, for a distance of 317.68 feet to a 1/2 inch iron rod found at the intersection of the west line of Greenville Avenue and the east line of Rivercrest Boulevard;

THENCE, North 59°47'23" West, in a northwesterly direction with the east line of Rivercrest Boulevard, being the west line of said Lot 2, for a distance of 78.96 feet to a 1/2 inch iron rod found at the point of curvature of a curve to the right having a radius of 705.00 feet, a tangent of 228.81 feet and a central angle of 35°57'42";

THENCE, continuing with said east and west line and said curve to the right, for an arc distance of 442.49 feet, (Chord Bearing N 41°48'32" W, 435.27 feet), to a 1/2 inch iron rod found at the point of tangency of said curve;

THENCE, North, 23°49'41" West, continuing with said east and west lines, for a distance of 100.00 feet to a 1/2 inch iron rod found at the point of curvature of a curve to the left, having a radius of 645.00 feet, a tangent of 159.41 feet and a central angle of 27°45'50";

THENCE, continuing with said east and west lines and said curve to the left, for an arc distance of 312.55 feet, (Chord Bearing N 37°42'36" W, 309.50 feet), to a 1/2 inch iron rod found at the point of tangency of said curve;

THENCE, North 51°35' 31" West, continuing with said east and west lines for a distance of 100.00 feet to a 1/2 inch iron rod found at the point of curvature of a curve to the right having a radius of 955.00 feet, a tangent of 1,424.84 feet and a central angle of 112°20'09";

THENCE, continuing with said east and west lines, and with said curve to the right for an arc distance of 1,872.40 feet, (Chord Bearing N 04°34'33" E, 1,586.59 feet), to a 1/2 inch iron rod found at the point of tangency of said curve;

THENCE, North 60°44'38" East, continuing with east and west lines for a distance of 102.25 feet to a 1/2 inch iron rod found at the point of curvature of a curve to the left, having a radius of 445.00 feet, a tangency of 185.84 feet and a central angle of 45°19'59";

THENCE, continuing with said east and west lines, and with said curve to the left for an arc distance of 352.09 feet, (Chord Bearing N 38°04'38" E, 342.98 feet), to a 1/2 inch iron rod found at the point of tangency of said curve;

THENCE, North 15°8'33" East, continuing with said east and west lines for a distance of 122.20 feet to the POINT OF BEGINNING and containing 67.115 acres of land.

Exhibit "D"

Building Sections

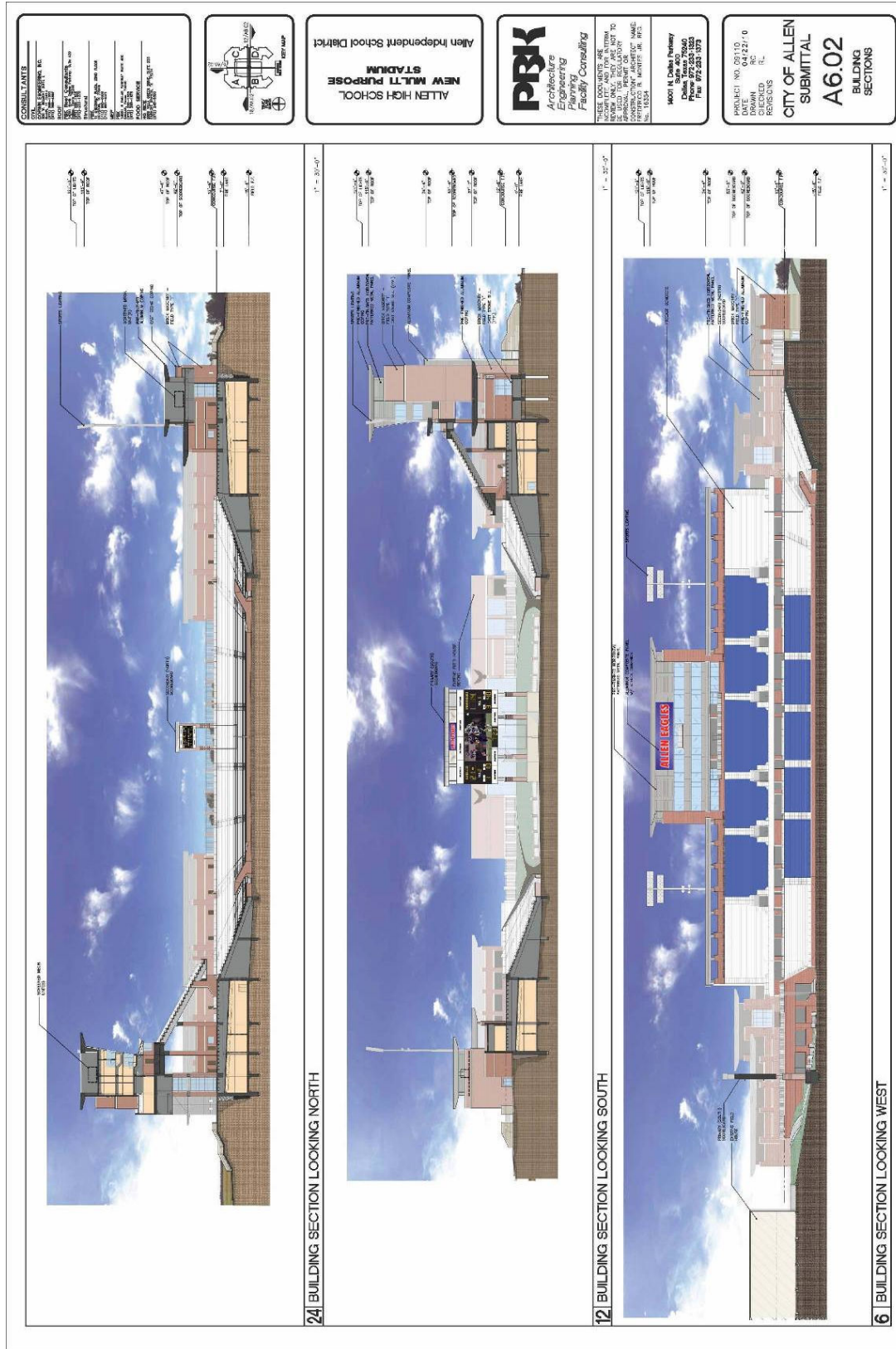


Exhibit "E" Scoreboard Elevations

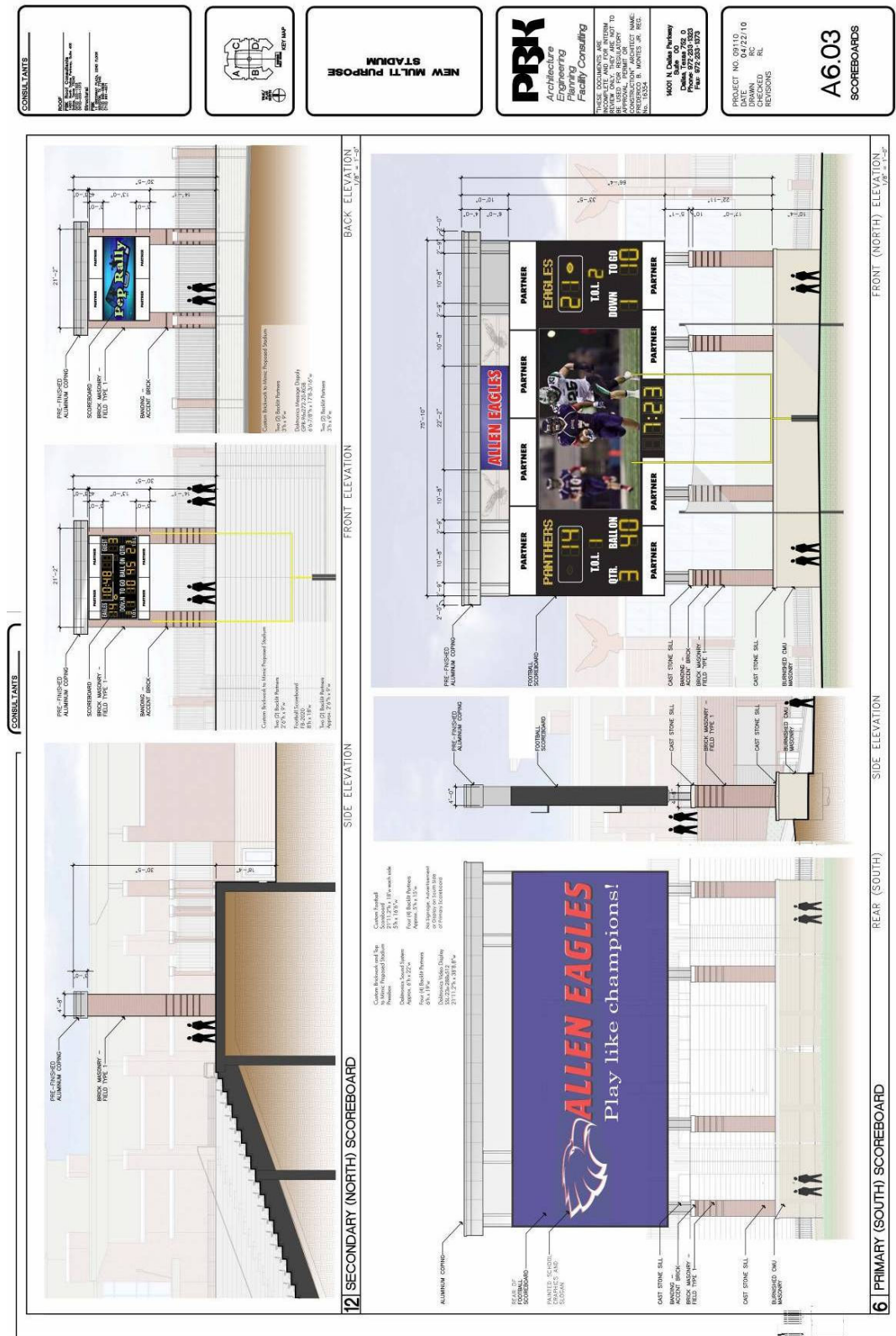

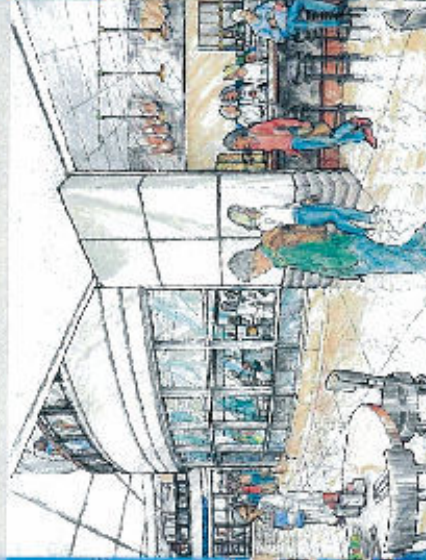



Exhibit "F" Temporary Sign Plan



EAGLE STADIUM




Career & Technology Center



Performing Arts Center & Band Hall Addition

YOUR BOND DOLLARS AT WORK



ALLEN
INDEPENDENT SCHOOL DISTRICT

STB
ARCHITECTS & PLANNERS, INC.

PRBK
PUBLIC RELATIONS
BUSINESS & COMMUNITY
ADVISORY GROUP

PACIFIC
CONSTRUCTION

Board of Trustees		Administration	
Mr. Gary Storkert Trustee	Mr. Jayne Grimes President	Dr. Ken Helvey Superintendent	Ms. Mary Clark Assistant Superintendent
Mr. Mark Jones Interim President	Mr. Lois Lindsey President	Mr. Mark Tarpley Assistant Superintendent	Mr. Greg Sutlis Executive Director of Facilities
Mr. Benny Bolin Interim Trustee			Ms. Marsha Zoeller Assistant Superintendent
			Mr. Steve Payne Assistant Superintendent

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: June 22, 2010

SUBJECT: Conduct a Public Hearing and adopt an ordinance to create PD Planned Development No. 104 for CF Community Facilities for a church. The property is 6.962± acres situated in the Lewis Wetsel Survey, Abstract No. 978, and being a part of Fountain Park First Section, City of Allen, Collin County, Texas; located at the northeast corner of Greenville Avenue and Rivercrest Boulevard. (Z-4/5/10-23) [Bethany Worship Center]

STAFF RESOURCE: Bo Bass, AICP, Director of Planning and Development

PREVIOUS COUNCIL ACTION: On August 11, 2009 Allen City Council adopted Ordinance No. 2850-8-09 amending the Allen Land Development Code by granting a change in zoning from "PD" Planned Development No. 6 Shopping Center to "CF" Community Facilities for 6.92± acres to allow for a church generally located at the northeast corner of Greenville Avenue and Rivercrest Boulevard.

BOARD/COMMISSION ACTION: The Planning and Zoning Commission conducted a Public Hearing at the June 1, 2010 meeting and recommended approval of the request, with recommendations, to create PD Planned Development No. 104 for CF Community Facilities for a church.

ACTION PROPOSED: Conduct a Public Hearing and adopt an ordinance to create PD Planned Development No. 104 for CF Community Facilities for a church.

BACKGROUND

The property is located north of Rivercrest Drive, east of Greenville Avenue, south of Thoreau Lane, and west of Lake Ridge Drive. The property to the north and east is zoned PD Planned Development No. 1 for R-5 Residential. The property to the west is zoned PD Planned Development No. 45 for CF Community Facilities. The property to the south is zoned PD Planned Development No. 6 for SC Shopping Center.

The property is currently zoned CF Community Facilities. The zoning request is to rezone the property to a new Planned Development PD district (with the base zoning being CF Community Facilities) in order to receive consideration for a screening alternative, access from a residential alley, and a Sign Plan. The zoning request includes a Concept Plan, Planned Development Regulations, a Sign Plan, and building elevations.

The applicant is requesting an alternative to the required eight (8) foot masonry screening wall along the north and east property boundaries. The alternative includes a continuous earthen berm with a 1:3 slope to include ornamental and shade trees to provide a visual screen. The Planning and Zoning Commission in January of 2009 and the City Council in February of 2009 reviewed and approved an amendment to the Allen Land Development Code ALDC clarifying that an eight (8) foot masonry screening wall is required between residential and nonresidential uses.

The second requested alternative is to allow access to the church from a residential alley. Should the masonry screening wall along the eastern property boundary be adhered to, access would not be provided for due to the wall location. Additionally, the ALDC does not allow nonresidential vehicular alley access to occur from residential alley access.

The third element in the PD Planned Development is the proposed Sign Plan. The proposed signage satisfies requirements of the ALDC with the exception of the number of allowed monument signs. The ALDC allows for one monument sign for the site and the request is for two monument signs.

The Technical Review Committee (TRC) has reviewed the Concept Plan, PD Planned Development Regulations, Sign Plan, and building elevations for compliance with the Allen Land Development Code.

On June 1, 2010 the Planning and Zoning Commission recommended approval of the request to create PD Planned Development No. 104 for CF Community Facilities for a church with the following recommendations:

1. Screening along the north and east property boundaries shall be provided in accordance with the Allen Land Development Code requirements. The Concept Plan and PD Planned Development Regulations require modification to address the requirement of an eight foot masonry screening wall along the property boundary.
2. The access from the residential alley shall be eliminated from the PD Planned Development Regulations and the Concept Plan.
3. The proposed Sign Plan approved as submitted.
4. Permission for the applicant to come forward with an alternative screening at the time of the City Council Meeting.

LEGAL NOTICES

Public Hearing Sign Installed – May 21, 2010
Public Hearing Letters Mailed – May 21, 2010

STAFF RECOMMENDATION

Staff concurs with the recommendation from the Planning and Zoning Commission to create PD Planned Development No. 104 for CF Community Facilities for a church provided that the applicant meet the following recommended requirements:

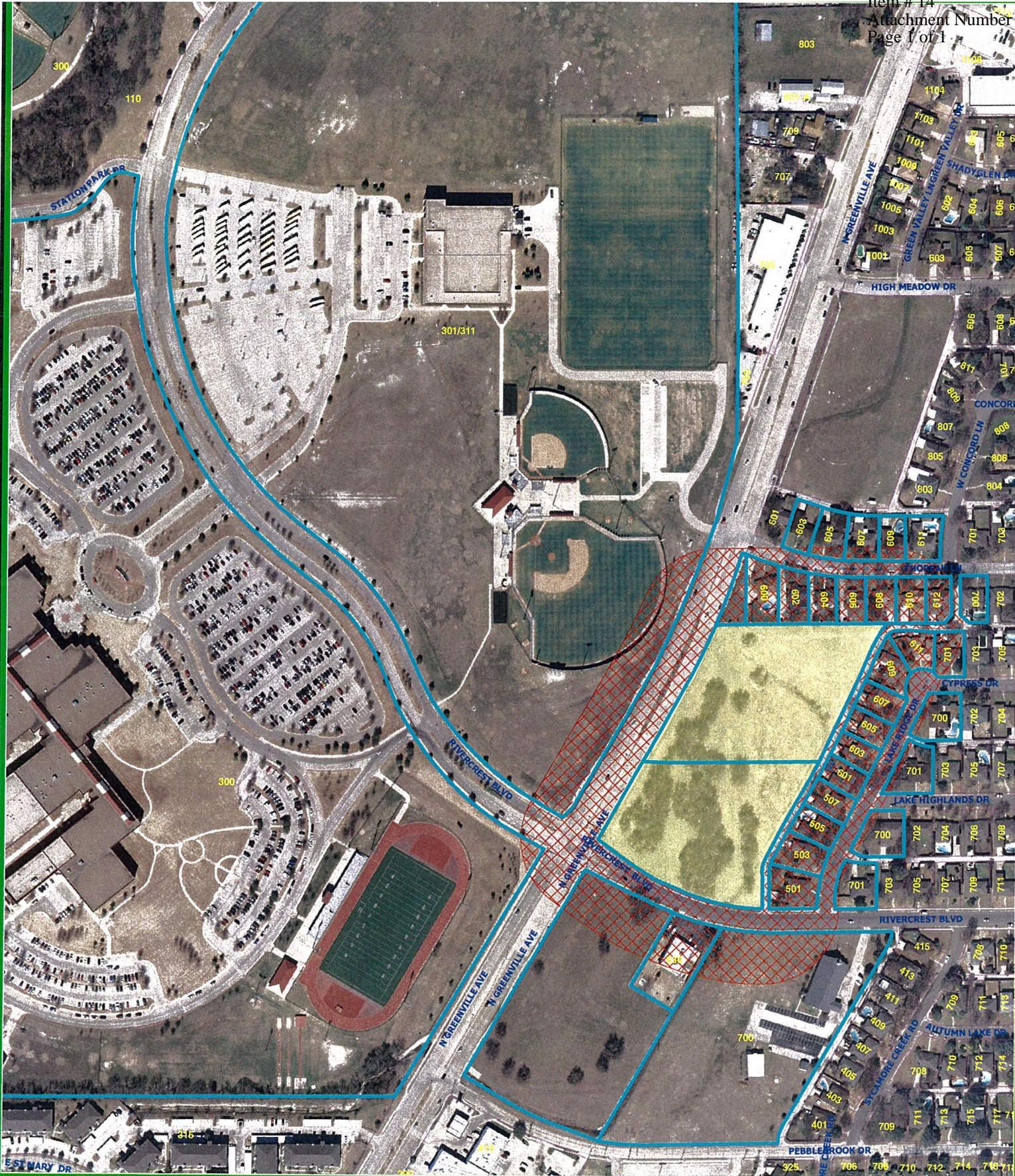
1. Screening along the north and east property boundaries shall be provided in accordance with the Allen Land Development Code requirements. The Concept Plan and PD Planned Development Regulations require modification to address the requirement of an eight foot masonry screening wall along the property boundary.
2. The access from the residential alley shall be eliminated from the PD Planned Development Regulations and the Concept Plan.

MOTION

I make a motion to adopt Ordinance No. _____ creating PD Planned Development No. 104 with a base zoning of CF Community Facilities for a church on 6.962± acres located at the northeast corner of Greenville Avenue and Rivercrest Boulevard.






ATTACHMENT

June 1, 2010 Planning and Zoning Commission Meeting Minutes
Property Owner Notification Map
Ordinance



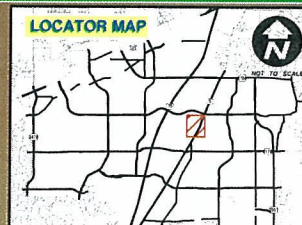
**Bethany Worship Center Assembly of God
Property Ownership Notification**

Map Legend

-  200' Buffer Zone
-  Proposed Rezone Parcels
-  Railroad
-  City Limit
-  Property Boundary



Planning & Development - GIS
Revision Date: 06/2010



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 CHANGING THE ZONING OF A 6.962± ACRES OUT OF THE LEWIS WETSEL SURVEY, ABSTRACT NO. 978, DESCRIBED IN EXHIBIT “A,” ATTACHED HERETO FROM “CF” COMMUNITY FACILITIES, TO “PD” PLANNED DEVELOPMENT NO. 104 FOR A CHURCH; ADOPTING DEVELOPMENT REGULATIONS; ADOPTING A CONCEPT PLAN; ADOPTING BUILDING ELEVATIONS; ADOPTING A SIGN PLAN; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 1. The Allen Land Development Code Zoning Regulations and Zoning Map of the City of Allen, Texas, as amended by changing the zoning of a 6.962± acres of land out of the Lewis Wetsel Survey, Abstract No. 978, City of Allen, Collin County, Texas, and being further described in Exhibit “A,” attached hereto, and incorporated herein by reference (“the Property”) from “CF” Community Facilities District, to “PD” Planned Development No. 104.

SECTION 2. The Property shall be developed and used only in accordance with the Development Regulations set forth below:

- A. General Purpose:** The purpose of this zoning district is for the use and development of the Property as a church with a worship center and related educational and support facilities subject to the development standards and regulations set forth in this Ordinance.
- B. Base Zoning District:** The Property shall be developed and used only in accordance with “CF” Community Facilities Zoning District regulations except as otherwise provided herein.
- C. Concept Plan:** The Property shall be developed and used only in accordance with the Concept Plan attached hereto as Exhibit “B,” and incorporated herein by reference.
- D. Building Elevations:** The Property shall be developed and used only in accordance with the Building Elevations attached hereto as Exhibit “C” and incorporated herein by reference.

- E. **Front Yard**: The minimum front yard setback for the Property shall be twenty-five (25) feet along Greenville Avenue and Rivercrest Drive.
- F. **Side Yard**: The minimum side yard setback for the Property shall be fifteen (15) feet.
- G. **Rear Yard**: The minimum rear yard setback for the Property shall be 15 feet.
- H. **Building Height**: The maximum building height on the Property shall not exceed forty-eight (48) feet.
- I. **Building Materials**: Building materials for any building constructed on the Property shall be 100 percent masonry with a maximum allowable use of EFIS of ten percent (10%).
- J. **Cross Tower and Sign**: A Cross Tower and Sign shall be permitted as illustrated on the Sign Plan attached hereto as Exhibit "D" and incorporated herein by reference.
- K. **Landscaping**. The Property shall be landscaped be in accordance with the Allen Land Development Code, Article VII Zoning Development Standards, Section 7.05.2 Multifamily District and Nonresidential Landscaping Requirements.

SECTION 3. In the event of an irreconcilable conflict between the provisions of another previously adopted ordinance of the City of Allen and the provisions of this Ordinance as applicable to the use and development of the Property, the provisions of this Ordinance shall be controlling.

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

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

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 22nd DAY OF JUNE, 2010.

APPROVED:

Stephen Terrell, Mayor

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, City Attorney

Shelley B. George, TRMC, City Secretary

EXHIBIT "A"
LEGAL DESCRIPTION

A 6.962 ACRE PARCEL OF LAND OUT OF THE LEWIS WETSEL SURVEY, ABSTRACT NO. 978, CITY OF ALLEN, COLLIN COUNTY, TEXAS, BEING A PART OF FOUNTAIN PARK FIRST SECTION, AN ADDITION TO THE CITY OF ALLEN AS RECORDED IN VOLUME 7, PAGE 67 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS (DRCCT), BEING PART OF A CALLED 7.0421 ACRE TRACT OF LAND AS DEEDED TO LAS BRISAS TOWNHOMES LIMITED PARTNERSHIP, LESS TWO PARCELS FOR TXDOT ROW ON HIGHWAY NO. 5 (COUNTY CLERK FILES 96-0105238 AND 96-0066551, AS SHOWN HEREON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The POINT OF BEGINNING is a half inch iron set for the southwest corner of the parcel herein described, being on the north Right of Way line for Rivercrest Boulevard, and being on the new east Right of Way line for Highway No. 5:

THENCE N 30° 52'00" E with the west line of said 6.962 acre parcel, being the east line of Highway 5, passing at a distance of 206.36 feet to a concrete TxDOT monument, in all a distance of 321.52 feet to a found concrete TxDOT monument at a point of commencement of a tangent curve to the left;

THENCE with the west line of said 6.962 acre parcel, and said Right-of-Way with a curve to the left having a radius of 2945.91 feet through a central angle of 06°20'54", an arc distance of 326.41 feet and having a chord which bears N 27°43'58" E a distance of 326.24 feet to a half inch iron rod set at the northwest corner of said 6.962 acre parcel;

THENCE N 89°53'00" E with the north line of said 6.962 acre parcel, being the north line of said 7.0421 acre tract, and being the south line of Walden Park Estate, an addition to the City of Allen, as recorded in volume 8, page 54 (DRCCT), a distance of 434.04 feet to a point, being at the northeast corner of said 7.0421 acre tract, from which point a found half inch iron rod bears N 85°19'52" W;

THENCE S 24°35'00" W with the east line of said 7.0421 acre tract, being the west line of a 16 foot alley a distance of 183.98 feet to a half inch iron rod set for the point of commencement of a tangent curve to the left;

THENCE with said common line continue along a curve to the right having a radius of 3377.85 feet, through a central angle of 06°17'00", an arc distance of 370.43 feet and having a chord which bears S 27°43'30" W a distance of 370.25 feet to a half inch iron rod set at the Point of Tangent of said curve;

THENCE S 30°52'00" W continue with said common line a distance of 146.81 feet to a point from which a half inch iron rod bears N 71°28'36" W a distance of 1.25 feet;

THENCE S 00°07'00" E with said common line a distance of 125.61 feet to a half inch iron rod set for the southeast corner of said 7.0421 acre tract of land, said point being on the west line of a 16 foot alley, and being on the north Right of Way line for Rivercrest Boulevard;

THENCE being the south line of said 7.0421 acre tract, being the north line of the Right-of-Way for Rivercrest Boulevard along a non-tangent curve to the right having a radius of 691.58 feet, through a central angle of 26°41'01", an arc distance of 322.08 feet, and having a chord which bears N 72°28'30" W a distance of 319.18 feet to a point from which a found half inch iron rod bears S 63°09'29" W a distance of 1.05 feet;

THENCE N 14°08'00" W with said common line a distance of 14.14 feet to a point, from which a found half inch iron rod bears S 66°20'53" W a distance of 1.02 feet;

THENCE N 59°08'00" W with said common line a distance of 138.80 feet to the POINT OF BEGINNING,
and containing 6.962 acres of land.

EXHIBIT "C" BUILDING ELEVATIONS

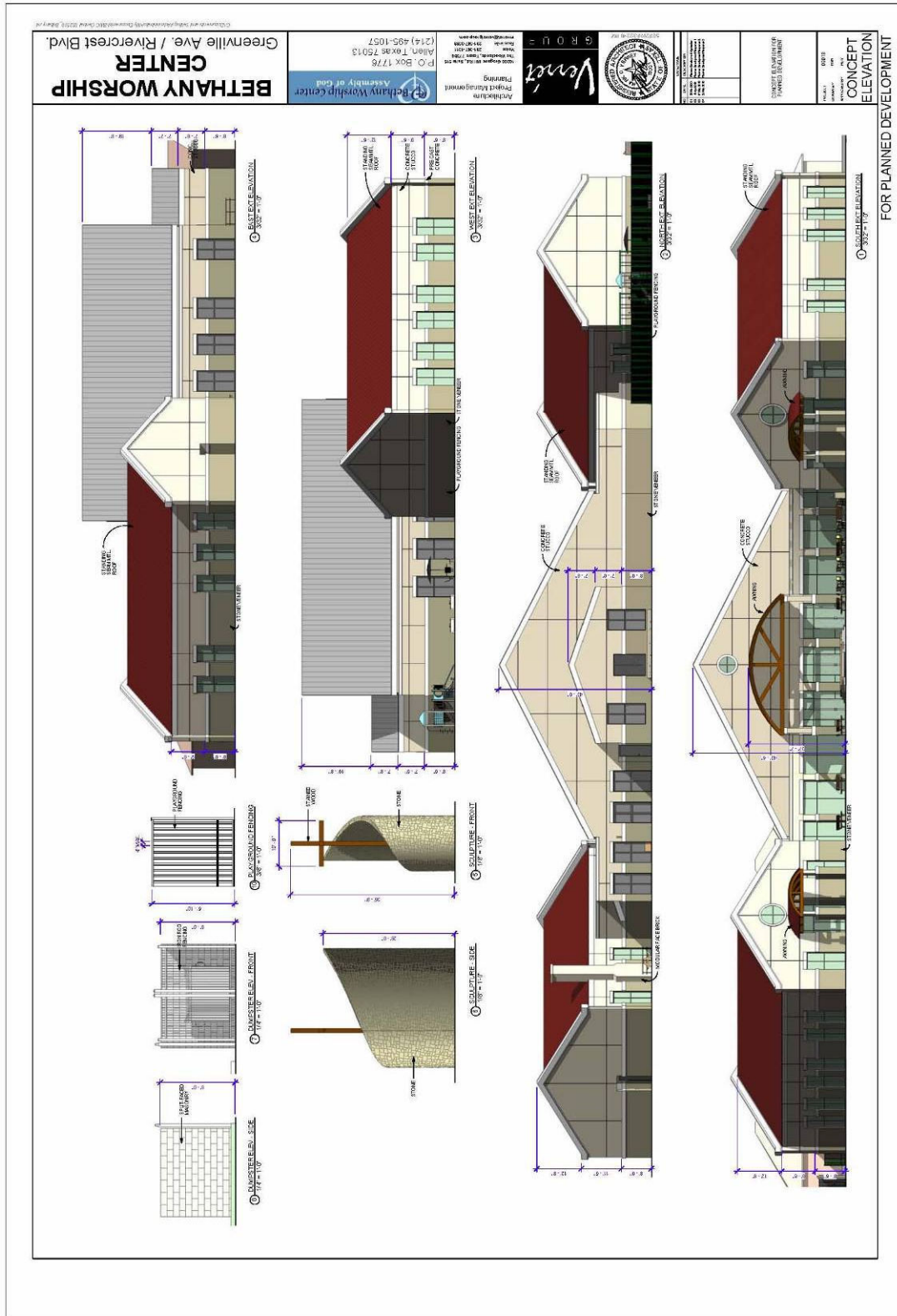


EXHIBIT "D" SIGN PLAN

