

**AGENDA
CITY OF ALLEN
CITY COUNCIL REGULAR MEETING
SEPTEMBER 28, 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 by Jane Bennett, Chairperson for ALlen Reads, Regarding the 2011 ALlen Reads Program.
3. Briefing by Friends of the Allen Public Library Board President, Ann Livingston, Regarding the Friends of the Allen Public Library Annual Membership Drive.

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

4. Approve Minutes of the September 8, 2010, Special Called Workshop.
5. Approve Minutes of the September 14, 2010, Regular Meeting.
6. Adopt an Ordinance Abandoning Belmont Drive, East of Ash Drive, and the Alley Between Belmont Drive and McDermott Drive to the Adjacent Property Owners.
7. Adopt an Ordinance Approving a Negotiated Settlement Between the Atmos Cities Steering Committee and Atmos Energy Corporation Regarding the Company's Rate Review Mechanism (RRM).

8. Adopt a Resolution Establishing a Policy for City Building Dedication Plaques.
9. Adopt a Resolution Authorizing the City Manager to Execute a Partial Release of Sanitary Sewer Easement Locally Known as 201/203 South Greenville Avenue.
10. Adopt a Resolution Authorizing the City's Bond Counsel, Financial Advisor, and Staff to Proceed with the Arrangements Related to the Sale of City of Allen, Texas, General Obligation Refunding Bonds, Series 2010A.
11. Authorize the City Manager to Approve the Purchase of Two 2010 Dodge Chargers from Dallas Dodge for the City of Allen Police Department in the Amount of \$53,704.
12. Award Bid and Authorize the City Manager to Execute a Contract with Camino Construction, LP for Morgan Crossing Sanitary Sewer Rehabilitation in the Amount of \$92,403 and Establish a Project Budget in the Amount of \$110,000.
13. Authorize the City Manager to Execute a Contract with Polaris Library Systems in the Amount of \$70,761 for the Installation, Implementation, and First Year Maintenance of a Library Automation System and Establish a Project Budget of \$117,111.
14. Authorize the City Manager to Execute an Event License Agreement Between the City of Allen and Allen Football LLC, Owned by Jim Smith, to Base an Indoor Football League (IFL) Team at the Allen Event Center.
15. Motion to Authorize Mayor Terrell to Cast Votes and Sign the Ballot for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election.
16. Motion to Set Saturday, January 29, 2011, as the Date for the Strategic Planning Session with City Council and Executive Staff.
17. Receive the Summary of Property Tax Collections as of August 2010.
18. Receive the Capital Improvement Program (CIP) Status Reports.

Regular Agenda.

19. Conduct a Public Hearing and Adopt an Ordinance Granting SUP Specific Use Permit No. 112 for Commercial Amusement (Outdoor) for Top Golf. The Property is 13.291± acres Being Part of Lot 2A, Block B, Village at Allen Addition; Located Northeast of the Intersection of Allen Station Parkway and Cabela Drive.
20. Conduct a Public Hearing and Adopt an Ordinance Granting a Zoning Change from GO Garden Office to O Office for Cornerstone Corporate Office Park, Phase II. The Property is 5.288± acres Being Lot 1, Block A, Ridgemont/75 Addition, Located at 1101 S. Central Expressway. [National American University]

21. Conduct a Public Hearing and Adopt an Ordinance Granting SUP Specific Use Permit No. 113 for National American University. The Property is 5.288± acres Being Lot 1, Block A, Ridgemont/75 Addition, to be Located in 4,439 Square Feet of Space in the Office Building at 1101 S. Central Expressway, Suite 100.
22. Consider Appointments to Fill Expiring Terms and Vacancies on the Following Boards, Commissions, Committees and Corporations: Animal Shelter Advisory Committee, Arts of Collin County Commission, Board of Adjustment/Building and Standards Commission/Sign Control Board, Allen Community Development Corporation Board, Allen Economic Development Corporation Board, Keep Allen Beautiful Board, Library Board, Parks and Recreation Board, Planning and Zoning Commission, Public Art Committee and City Health Officer.
23. Motion to Confirm Appointments of Councilmembers as Liaisons to City Boards and Commissions, as Nominated by Mayor Terrell.
24. Motion to Confirm City Council Appointments to the following Council Standing Committees for Fiscal Year 2010-11 as Recommended by Mayor Terrell: Convention and Visitors Bureau Committee, Finance/Audit Committee, and Mayor's Committee.

Other Business.

25. Calendar.
26. 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.)

27. Personnel Pursuant to Section 551.074 of the Texas Government Code —
Discuss Appointments to the Allen Community Development Corporation, Allen Economic Development Corporation, Arts of Collin County Commission, Board of Adjustment, Building and Standards Commission, and Planning and Zoning Commission.
28. 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, September 24, 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
--

AGENDA DATE: September 28, 2010

SUBJECT: Presentation by Jane Bennett, Chairperson for
ALLEN Reads, Regarding the 2011 ALLEN
Reads Program

STAFF RESOURCE: Jeff Timbs, Director of Allen Public Library

BACKGROUND

ALLEN Reads is a one-book program sponsored by the Friends of the Allen Public Library. It is a unique program in that related books are chosen as 'companions' to the main book to promote families and all generations reading and talking together.

Residents are encouraged to join book discussion groups and participate in the numerous special events to be held at the Allen Public Library and various schools.

BUDGETARY IMPACT

ALLEN Reads is totally funded by donations and grants.

STAFF RECOMMENDATION

Staff recommends choosing one or more of the books, discuss them with family and friends and attend the various events.

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: September 28, 2010

SUBJECT: Briefing by Friends of the Allen Public Library Board President, Ann Livingston, Regarding the Friends of the Allen Public Library Annual Membership Drive

STAFF RESOURCE: Jeff Timbs, Director of Allen Public Library

ACTION PROPOSED: Invite Citizens of Allen to Attend the Friends of the Allen Public Library Membership Drive

BACKGROUND

The Friends of the Allen Public Library will celebrate 27 years of friendship at their annual membership drive event - the Chocolate Friendzy. Friends' President Ann Livingston will invite the public to the Chocolate Friendzy, to be held from 5:30 - 7 p.m. on Thursday, October 7, at the Allen Public Library, 300 N. Allen Dr.

Everyone, including current and prospective Friends' members, is invited to attend and renew their Friends' membership at the Friendzy or to become a new Friend for as a little as ten dollars a year.

It is an exciting time to get acquainted with the Allen Public Library and its supporters. Attendees enjoy great conversation, live music, door prizes and sample delicious chocolate creations prepared by winners of previous Chocolate Friendzies.

STAFF RECOMMENDATION

Support the Friends of the Allen Public Library and encourage citizens of Allen to attend the Chocolate Friendzy.

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

September 28, 2010

ATTACHMENT

Minutes

ALLEN CITY COUNCIL
CALLED WORKSHOP MEETING
SEPTEMBER 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
Shelley B. George, City Secretary
Pete Smith, City Attorney

Call to Order and Announce a Quorum is Present

With a quorum of the Councilmembers present, the Called Workshop Meeting of the Allen City Council was called to order by Mayor Terrell at 6:08 p.m. on Wednesday, September 8, 2010, in the Community Room located in the Municipal Court and Parks Administration Building, 301 Century Parkway, Allen, Texas.

- 1. Discussion regarding the Proposed Budget Operations, and Management of the Allen Event Center.**

Executive Session

The Executive Session was not held.

Adjourn

MOTION: Upon a motion made by Mayor Pro Tem Stout and a second by Councilmember Herald, the Council voted seven (7) for and none (0) opposed to adjourn the Called Workshop Meeting of the Allen City Council at 9:24 p.m. on Wednesday, September 8, 2010. The motion carried.

These minutes approved on the 28th day of September, 2010.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

September 28, 2010

ATTACHMENT

Minutes

ALLEN CITY COUNCIL

REGULAR MEETING

SEPTEMBER 14, 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
Shelley B. George, City Secretary
Pete Smith, City Attorney (absent)
Joe Gorfida, 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 6:17 p.m. on Tuesday, September 14, 2010, in the Council Conference Room of the Allen City Hall, 305 Century Parkway, Allen, Texas. The following items were discussed:

- Briefing Regarding a Negotiated Settlement between the Atmos Cities Steering Committee and Atmos Energy Corporation Related to the Company's Rate Review Mechanism
- Briefing Regarding the City of Allen's Tax Abatement Policy
- Update on Meeting with Chase Oaks Homeowners Association
- Committee Updates from City Council Liaisons

With no further discussion, the Workshop Session of the Allen City Council was adjourned at 6:59 p.m. on Tuesday, September 14, 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 7:05 p.m. on Tuesday, September 14, 2010, in the Council Chambers of the Allen City Hall, 305 Century Parkway, Allen, Texas.

Pledge of Allegiance

Public Recognition

1. Citizens' Comments.

ALLEN CITY COUNCIL
REGULAR MEETING
SEPTEMBER 14, 2010

PAGE 2

2. **Presentation of a Blue Star Flag to a Family of Allen Service Personnel Currently Deployed by the U.S. Armed Forces.**
 - Mardy and Lisa Brown, parents of Staff Sergeant Michael Brown, United States Marine Corps; Lance Corporal Caitlin Brown, United States Marine Corps; and Seaman Apprentice Mardy Brown II, United States Navy.
3. **Presentation of a Proclamation by the Office of the Mayor:**
 - Presentation of a Proclamation to Representatives of the General Bernardo de Galvez Chapter of Daughters of the American Revolution Proclaiming September 12-18, 2010, as "Constitution Week."
4. **Recognition of a Certificate of Appreciation Presented to the City of Allen from the U.S. Census Bureau.**
5. **Recognition of the City of Allen Planning and Development Department as a Recipient of the Certificate of Achievement in Planning Excellence Award from the Texas Chapter of the American Planning Association.**

Consent Agenda

MOTION: Upon a motion made by Mayor Pro Tem Stout 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:

6. **Approve Minutes of the August 24, 2010, Regular Meeting.**
7. **Adopt a Resolution Designating The Allen American as the Official Newspaper of the City of Allen for Fiscal Year 2010-2011.**

RESOLUTION NO. 2944-9-10(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, DESIGNATING *THE ALLEN AMERICAN* AS THE OFFICIAL NEWSPAPER OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, FOR FISCAL YEAR 2010-2011; AUTHORIZING THE CITY MANAGER TO CONTRACT WITH *THE ALLEN AMERICAN*; AND PROVIDING AN EFFECTIVE DATE.

8. **Adopt a Resolution Authorizing Interlocal Agreements between the Cities of Allen and Plano with the Cities of Parker and Lucas, Plano ISD, and Texas Health Center for Diagnostics and Surgery Radio Systems to be Users on the Allen and Plano Jointly Owned Radio Communications System.**

RESOLUTION NO. 2945-9-10(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF INTERLOCAL COOPERATION AGREEMENTS BY AND BETWEEN THE CITIES OF ALLEN AND PLANO, AND THE CITIES OF PARKER AND LUCAS, PLANO INDEPENDENT SCHOOL DISTRICT, AND TEXAS HEALTH CENTER FOR DIAGNOSTICS AND SURGERY RADIO SYSTEMS FOR THE USE OF THE RADIO SYSTEM THAT IS JOINTLY OWNED BY THE CITY OF ALLEN AND THE CITY OF PLANO; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

9. **Adopt a Resolution Renewing and Adopting the Amended Policy Statement for Tax Abatement Guidelines for the City of Allen.**
RESOLUTION NO. 2946-9-10(R): A RESOLUTION OF THE CITY COUNCIL OF THIS CITY OF ALLEN, COLLIN COUNTY, TEXAS, ADOPTING AN AMENDED POLICY STATEMENT FOR TAX ABATEMENT GUIDELINES; AND PROVIDING AN EFFECTIVE DATE.
10. **Approve a Resolution Supporting Redistricting Efforts of the Texas Legislature Related to the 2010 Census which Results in Congruent Congressional, Legislative, and State Board of Education Districts for All of Collin County.**
RESOLUTION NO. 2947-9-10(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, SUPPORTING REDISTRICTING EFFORTS OF THE TEXAS LEGISLATURE RELATED TO THE 2010 CENSUS WHICH RESULTS IN CONGRUENT CONGRESSIONAL, LEGISLATIVE, AND STATE BOARD OF EDUCATION DISTRICTS FOR ALL OF COLLIN COUNTY; AND PROVIDING AN EFFECTIVE DATE.
11. **Authorize the City Manager to Execute a Professional Services Agreement with Cynthia Porter Gore as Alternate Municipal Court Judge.**
12. **Award Bid and Authorize the City Manager to Execute a Contract with Pursuit Safety, Inc. for the Purchase of Vehicle Equipment and Installation Services in the Estimated Amount of \$60,000 Annually with Four One-year Options to Renew under the Same Terms and Conditions.**
13. **Authorize the City Manager to Approve the Purchase and Installation of the FuelMaster AIM2 Fuel Control and Accounting System from Syn-Tech Systems, Inc. for the Municipal Fleet in the Amount of \$91,220.50.**
14. **Accept the Resignation of John Kelley and Declare a Vacancy in Place No. 1 on the Planning and Zoning Commission.**
15. **Accept Required Certifications from the Tax Assessor/Collector's Office.**

The motion carried.

Regular Agenda

16. **Adopt an Ordinance Approving the Fiscal Year 2010-2011 Budget, Amending the Fiscal Year 2009-2010 Budget, and Approving the 2011-2015 Capital Improvement Program.**
ORDINANCE NO. 2948-9-10: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING AND ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2010, AND ENDING SEPTEMBER 30, 2011; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS OF THE CITY; APPROPRIATING THE VARIOUS AMOUNTS REQUIRED FOR SUCH BUDGET; PROVIDING FOR RECORDING

OF THE ORDINANCE; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: Upon a motion made by Councilmember Obermeyer and a second by Mayor Pro Tem Stout, the Council voted seven (7) for and none (0) opposed to adopt Ordinance No. 2948-9-10, as previously captioned, approving the Fiscal Year 2010-2011 budget, amending the Fiscal Year 2009-2010 budget, and approving the 2011-2015 Capital Improvement Program. The motion carried.

MOTION: Upon a motion made by Councilmember Obermeyer and a second by Councilmember Herald, the Council voted seven (7) for and none (0) opposed to ratify the increase in property tax revenues reflected in the Fiscal Year 2010-2011 budget. The motion carried.

17. Adopt an Ordinance Setting the Tax Rate for the Fiscal Year 2010-2011 Budget.

ORDINANCE NO. 2949-9-10: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, LEVYING THE AD VALOREM TAXES FOR THE TAX YEAR 2010 (FISCAL YEAR 2010-2011) AT A RATE OF \$0.55400 PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF ALLEN AS OF JANUARY 1, 2010, TO PROVIDE REVENUE FOR THE PAYMENT OF CURRENT EXPENSES; PROVIDING FOR AN INTEREST AND SINKING FUND FOR ALL OUTSTANDING DEBT OF THE CITY OF ALLEN; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Upon a motion made by Councilmember Caplinger and a second by Councilmember Sedlacek, the Council voted seven (7) for and none (0) opposed to adopt Ordinance No. 2949-9-10, as previously captioned, setting the tax rate of 55.4 cents per \$100 valuation of property for the 2010-2011 Fiscal Year. The motion carried.

Other Business

18. Calendar.

19. Items of Interest.

Council recognized Boy Scouts in attendance from Troop Nos. 624 and 837 as a requirement for earning the citizenship in the community and communication merit badges.

The Allen Community Outreach will host its Annual Golf Tournament on September 20, 2010.

Executive Session

20. Personnel Pursuant to Section 551.074 of the Texas Government Code —

Discuss Appointments to the Allen Community Development Corporation, Allen Economic Development Corporation, Arts of Collin County Commission, Board of Adjustment, Building and Standards Commission, and Planning and Zoning Commission.

The Executive Session was not held.

ALLEN CITY COUNCIL
REGULAR MEETING
SEPTEMBER 14, 2010

PAGE 5

21. 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 Herald, the Council voted seven (7) for and none (0) opposed to adjourn the Regular Meeting of the Allen City Council at 7:31 p.m. on Tuesday, September 14, 2010. The motion carried.

These minutes approved on the 28th day of September, 2010.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: September 28, 2010

SUBJECT: Adopt an Ordinance Abandoning Belmont Drive, East of Ash Drive, and the Alley Between Belmont Drive and McDermott Drive to the Adjacent Property Owners

STAFF RESOURCE: John Baumgartner, Director of Engineering

ACTION PROPOSED: Adopt an Ordinance abandoning Belmont Drive, east of Ash Drive, and the Alley Between Belmont Drive and McDermott Drive to the Adjacent Property Owners

BACKGROUND

The First Baptist Church of Allen (FBC) is expanding their existing campus and has purchased property along Ash Drive, north of McDermott. As a result, public street and alley right-of-way (ROW) is no longer necessary, since the FBC now owns both sides of the ROW. Their request for abandonment precedes their platting efforts to re-plat and consolidate property in preparation for the expansion of their existing facility.

STAFF RECOMMENDATION

Staff recommends that the Council adopt an Ordinance abandoning Belmont Drive, east of Ash Drive, and the Alley between Belmont Drive and McDermott Drive to the adjacent property owners.

MOTION

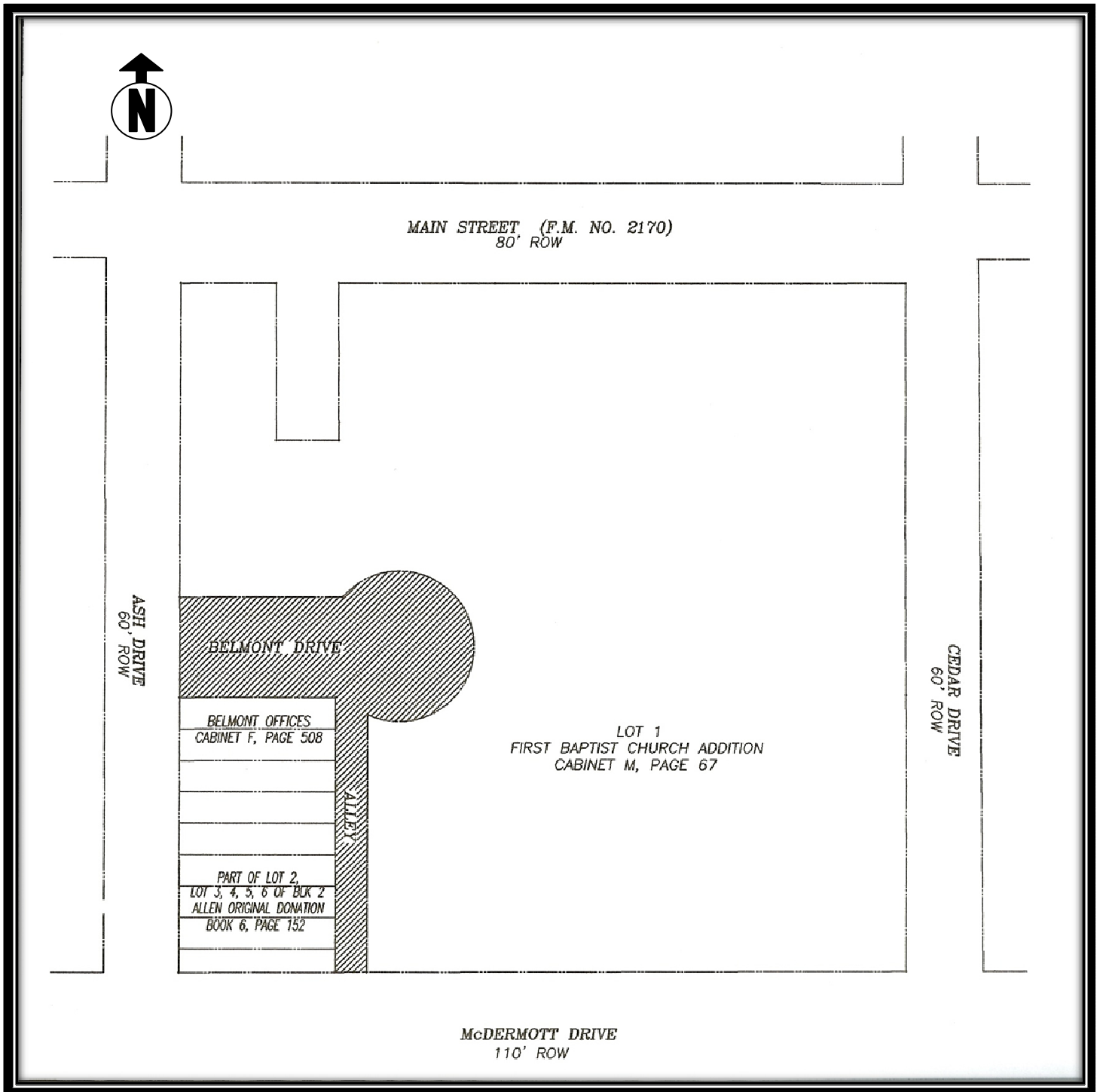
I make a motion to adopt an Ordinance abandoning Belmont Drive, east of Ash Drive, and the Alley between Belmont Drive and McDermott Drive to the adjacent property owners.

ATTACHMENT

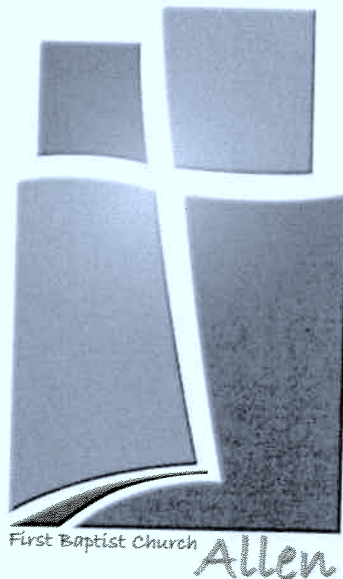
Location Map
Request from First Baptist Church
Ordinance

LOCATION MAP

Abandonment – Belmont Drive (East of Ash Drive)
and the Alley between Belmont Drive and McDermott Drive
(September 28, 2010)



Abandonment Limits



September 16, 2010

City Council
City of Allen
305 Century Parkway
Allen, Texas 75013

Re: Public right of way abandonment request from First Baptist Church Allen

Dear City Council:

First Baptist Church Allen respectfully requests that the City Council pass a resolution to abandon the shaded portion of Belmont Drive and public alley right of way depicted on the attached exhibit which lies adjacent to its property know as Lot 1, First Baptist Church Addition, which plat is recorded in the records of the City of Allen, Collin County, Texas, Cabinet M. Page 67. First Baptist Church Allen intends to dedicate a portion of the abandoned right of way as a fire lane, access and utility easement by replat and enjoin the properties south and west of the proposed abandonment into the previously mentioned Lot 1.

This right of way abandonment and replatting enables First Baptist Church Allen to better utilize its property in building a new Children's Ministry Building on its property.

Respectfully submitted,

John DeLeon
Business Administrator

www.fbcallen.org

201 East McDermott
Allen, Texas 75002

972-727-8241
fax: 972-727-6481

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ABANDONING ALL RIGHT, TITLE AND INTEREST IN BELMONT DRIVE (EAST OF ASH DRIVE) AND THE ALLEY (BETWEEN BELMONT DRIVE AND MCDERMOTT DRIVE) AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE REAL PROPERTY RECORDS OF COLLIN COUNTY, TEXAS, AS A QUITCLAIM DEED; PROVIDING FOR THE INDEMNIFICATION OF THE CITY OF ALLEN, TEXAS, AGAINST DAMAGES ARISING OUT OF THE ABANDONMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO COMPLETE ABANDONMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Allen, Texas, acting pursuant to State law and upon request of the abutting property owners, hereinafter referred to as Grantees, deems it advisable to abandon and quitclaim the hereinafter described rights-of-way to Grantees, and is of the opinion and finds that said rights-of-way are not needed for public use and should be abandoned and quitclaimed to Grantees, subject to the reservations and conditions of this Ordinance.

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

SECTION 1. The City of Allen, Texas, hereby abandons and quitclaims in favor of the abutting property owners, the First Baptist Church of Allen (the "Grantee"), the street right-of-way of Belmont Drive (east of Ash Drive) and the alley right-of-way (between Belmont Drive and McDermott Drive) and being further depicted in Exhibit "A" attached hereto and made a part hereof for all purposes.

SECTION 2. The aforesaid street right-of-way is abandoned, vacated and closed insofar as to the right, title and interest of the public to such surfaces are concerned. That the City of Allen, Texas, does not abandon any other interest other than that described in Exhibit "A" but does hereby abandon all of its right, title and interest in and to the right-of-way described in Exhibit "A," either in fee simple or by easement or otherwise, together with any and all improvements thereon, subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise, and the City reserves unto itself and franchised utility companies the non-exclusive right at any time to lay, construct, and maintain telecommunication, electrical, water, gas, and storm sewer lines and appurtenances in, above, over, and underneath the real property described in Exhibit "A" for the benefit of the City and authorized franchised utility companies.

SECTION 3. The City Secretary is authorized and directed to prepare a certified copy of this ordinance and furnish the same to abutting property owners, and the recording of this abandonment ordinance in the real property records of Collin County, Texas, shall serve as the quitclaim deed of the City of Allen, Texas, of all the right, title or interest of the City of Allen, Texas, in and to said street right-of-way described in Exhibit "A," subject to the limitations and reservations of this ordinance.

SECTION 4. As a condition of this abandonment and as a part of the consideration for the quitclaim to Grantees herein, Grantee agrees to indemnify, defend, release and hold the City of Allen, Texas, whole and harmless against any and all claims for damages, costs or expenses to persons or property that may arise out of, or be occasioned by or from, the abandonment, closing, vacation, and quitclaim by the City of Allen, Texas, of the area described in Exhibit "A" and Grantee hereby agrees to defend any and all suits, claims, or

causes of action brought against the City on account of the same, and to discharge any judgment or judgments that may be rendered against the City of Allen, Texas, in connection therewith. As a further condition of the abandonment street and alley right-of-way herein the Grantee agrees to re-plat the Grantee's abutting property to incorporate the street and alley right-of-way abandoned herein.

SECTION 5. The City Manager is authorized to execute any documents necessary to complete the abandonment contemplated herein.

SECTION 6. This ordinance shall take effect upon its adoption 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 28TH DAY OF SEPTEMBER, 2010.

APPROVED:

Stephen Terrell, MAYOR

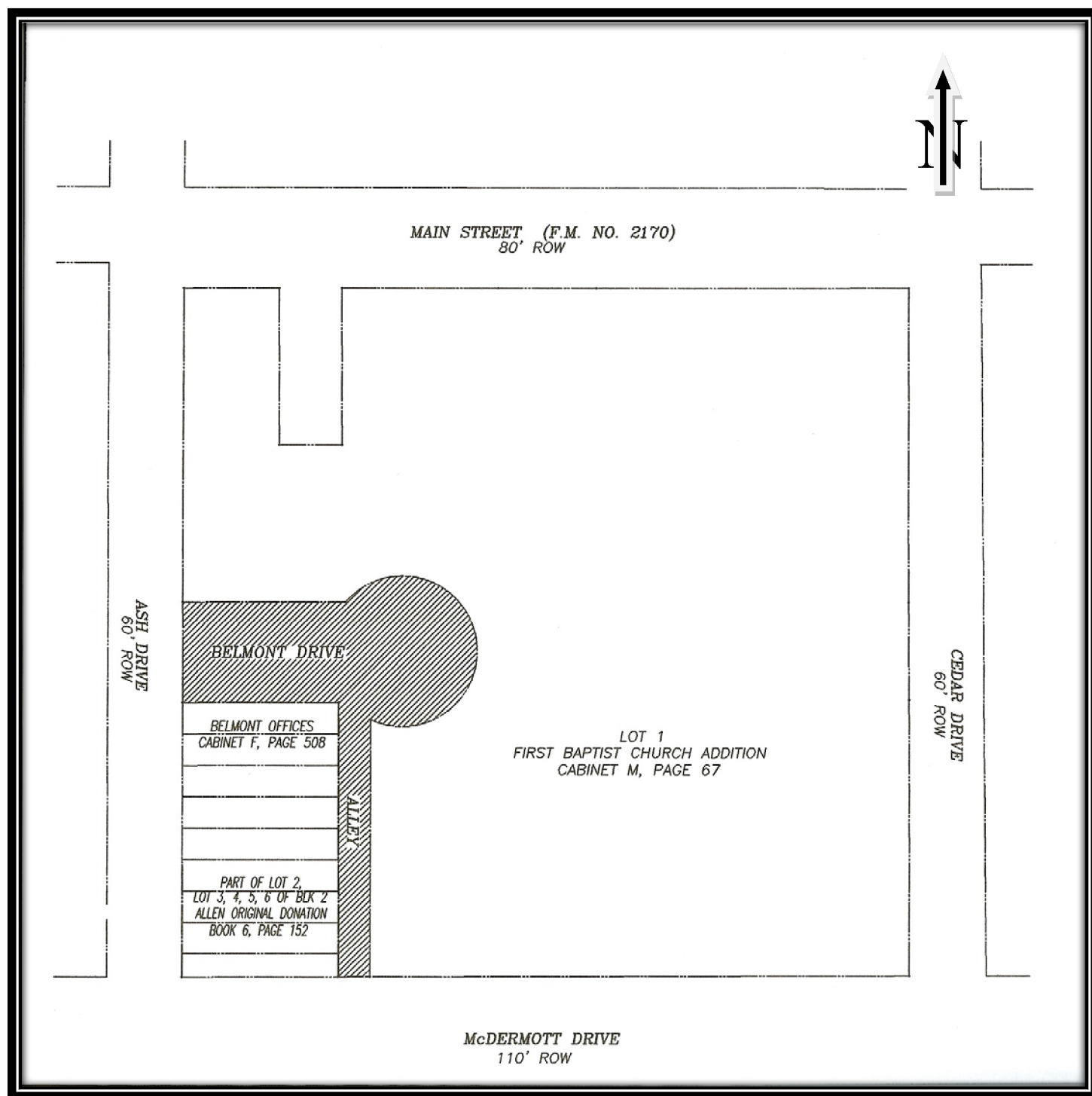
APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY

Shelley B. George, CITY SECRETARY

EXHIBIT "A"



CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: September 28, 2010

SUBJECT: Adopt an Ordinance Approving a Negotiated Settlement Between the Atmos Cities Steering Committee and Atmos Energy Corporation Regarding the Company's Rate Review Mechanism (RRM)

STAFF RESOURCE: Wes Pierson, Assistant to the City Manager

PREVIOUS COUNCIL ACTION:

On February 12, 2008, Council adopted Ordinance No. 2697-2-08 approving a settlement between the Atmos Cities Steering Committee (ACSC) and Atmos Energy Corp., Mid-Tex Division that instituted the annual Rate Review Mechanism (RRM) as a pilot process

On September 23, 2008, Council adopted Ordinance No. 2765-09-08 approving a negotiated settlement in response to the first rate increase filing by Atmos Energy Corp. under the RRM process

On August 11, 2009, Council adopted Ordinance No. 2847-8-09 approving a negotiated settlement in response to the second rate increase filing by Atmos Energy Corp. under the RRM process

ACTION PROPOSED: Adopt an Ordinance Approving a Negotiated Settlement Between the Atmos Cities Steering Committee and Atmos Energy Corporation Regarding the Company's Rate Review Mechanism (RRM)

BACKGROUND

The City of Allen is a member of the Atmos Cities Steering Committee (ACSC), which includes approximately 150 other cities served by Atmos Energy Mid-Tex Division. On or about March 15, 2010, Atmos filed with the City an application to increase natural gas rates pursuant to the Rate Review Mechanism (RRM) tariff. The RRM tariff was approved by cities as part of the settlement agreement to resolve Atmos' 2007 rate increase case.

Atmos' rate request represents the third RRM filing under a the three-year experimental program. The RRM process was created collaboratively by the ACSC and Atmos as a more comprehensive rate review and annual adjustment alternative to the GRIP surcharge process.

Atmos' RRM filing sought a \$70.2 million rate increase. The City worked with ACSC to analyze the schedules and evidence offered by Atmos Mid-Tex to support its request to increase rates. The Ordinance and attached RRM tariff are the result of negotiation between ACSC and the Company to resolve issues raised by ACSC during the review and evaluation of the RRM filing. The Ordinance resolves the Company's RRM filing by authorizing an increase in the Company's base rate of \$27 million effective for bills rendered on or after October 1, 2010. Additionally, the Ordinance authorizes supplemental revenue of \$3.4 million to be recovered through the customer charge component of rates to cover direct costs associated with a steel service line replacement program. The monthly bill impact for the average residential customer will be a \$1.40 increase (about a 3.15% increase in the total bill).

There are two components to the RRM adjustment. The prospective component adjusts rates for known and measurable changes in O&M and net plant investment. Atmos and ACSC agreed to cap changes to expenses and invested capital at no more than five percent. The true-up component evaluates whether the Company has over or underrecovered its earnings for the previous year. For purposes of the RRM true-up component, the Atmos Mid-Tex rate of return on equity and its capital structure are frozen to avoid the parent company from manipulating the overall rate of return.

The benefit of the RRM process is that certain costs (those that are not related to operations) are prohibited from recovery through the RRM, making it very clear what can and cannot be included. Costs expressly prohibited from recovery through the RRM include first-class air fare, travel, meals or entertainment for an employee's spouse, alcohol, sports events, entertainment, arts and cultural events, sponsorship of sports, arts or cultural events, and social club membership dues.

Justification for Negotiated Solution

During the time that the City has retained original jurisdiction in this case, consultants working on behalf of ACSC cities have investigated the support for the Company's requested rate increase. While the evidence does not support the \$70.2 million increase requested by the Company, ACSC consultants agree that the Company can justify an increase in revenues of \$21 million. The agreement on \$27 million is a compromise between the positions of the parties.

The Settlement Agreement includes an allowance for recovery of direct costs, excluding overhead, of the steel service line replacement program. Current year recovery factors shall be \$0.15 for residential customers and \$0.41 for commercial customers per month. The rates will be adjusted annually, but shall be capped at \$0.44 cents for residential customers and \$1.22 for commercial customers.

The impact of the rate increase is shown in the following table:

		Settlement Agreement (\$27 Million)		
Type of Use	Current Monthly Bill	Proposed Monthly Bill	Change (\$)	Change (%)
Residential (4.5 Mcf/month)	\$44.43	\$45.67	\$1.24	2.79%
Commercial (34.2 Mcf/month)	\$241.69	\$245.07	\$3.38	1.40%

The alternative to a settlement of the RRM filing would be a contested case proceeding before the Railroad Commission on the Company's current application. Such action would take several months and cost ratepayers millions of dollars in legal expenses, and would not likely produce a result more favorable than that to be produced by the settlement. The ACSC Executive Committee recommends that ACSC members take action to approve the Ordinance authorizing new rate tariffs.

BUDGETARY IMPACT

As Allen is a member of the Atmos Cities Steering Committee, there will be no direct budget impact to the City of Allen as a result of adopting this Agreement establishing the RRM rates.

STAFF RECOMMENDATION

Staff recommends that Council adopt an Ordinance approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corporation regarding the company's Rate Review Mechanism (RRM).

MOTION

I make a motion to adopt Ordinance No. _____ approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corporation regarding the company's Rate Review Mechanism.

ATTACHMENT

Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, (“CITY”) APPROVING A NEGOTIATED RESOLUTION BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC” OR “STEERING COMMITTEE”) AND ATMOS ENERGY CORP., MID-TEX DIVISION (“ATMOS MID-TEX” OR “COMPANY”) REGARDING THE COMPANY’S THIRD RATE REVIEW MECHANISM (“RRM”) FILING IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; APPROVING ATMOS MID-TEX’S PROOF OF REVENUES; EXTENDING THE RRM PROCESS FOR TWO CYCLES AND ADOPTING A NEW RRM TARIFF; RATIFYING THE SETTLEMENT AGREEMENT, INCLUDING COST RECOVERY FOR A STEEL SERVICE LINE REPLACEMENT PROGRAM; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE STEERING COMMITTEE’S LEGAL COUNSEL; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC” or “Steering Committee”), a coalition of approximately 148 similarly situated cities served by Atmos Mid-Tex that have joined together to facilitate the review of and response to natural gas issues affecting rates charged in the Atmos Mid-Tex service area (such participating cities are referred to herein as “ACSC Cities”); and,

WHEREAS, pursuant to the terms of the agreement settling the Company’s 2007 Statement of Intent to increase rates, ACSC Cities and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process controlled in a three year experiment by ACSC Cities as a substitute to the current GRIP process instituted by the Legislature; and,

WHEREAS, the City took action in 2008 to approve a Settlement Agreement with Atmos Mid-Tex resolving the Company’s 2007 rate case and authorizing the RRM Tariff; and,

WHEREAS, the 2008 Settlement Agreement contemplates reimbursement of ACSC Cities’ reasonable expenses associated with RRM applications; and,

WHEREAS, on or about March 15, 2010, Atmos Mid-Tex filed with the City its third application pursuant to the RRM tariff to increase natural gas base rates by approximately \$70.2 million, such increase to be effective in every municipality that has adopted the RRM tariff within its Mid-Tex Division; and,

WHEREAS, ACSC Cities coordinated its review of Atmos Mid-Tex's RRM filing by designating a Settlement Committee made up of ACSC representatives, assisted by ACSC attorneys and consultants, to resolve issues identified by ACSC in the Company's RRM filing; and,

WHEREAS, the Company has filed evidence that existing rates are unreasonable and should be changed; and,

WHEREAS, independent analysis by ACSC's rate expert concluded that Atmos Mid-Tex is able to justify an increase over current rates of \$21 million; and,

WHEREAS, Atmos Mid-Tex has commenced a program to replace steel service lines based on a relative leak repair risk analysis; and,

WHEREAS, the Steering Committee has entered a Settlement Agreement ("Exhibit C" to this Ordinance) with Atmos Mid-Tex to: (1) increase base rate revenues by \$27 million; (2) extend the RRM process, with modifications for an additional two cycles and to thereafter require the filing of a system-wide Statement of Intent rate case on or before June 1, 2013; and (3) in the interim to allow current recovery of incremental direct costs of the steel service line replacement program in rates set via this ordinance and in future RRM; and,

WHEREAS, the ACSC Executive Committee, as well as ACSC lawyers and consultants, recommend that ACSC members approve the attached rate tariffs ("Exhibit A" to this Ordinance), which will increase the Company's revenue requirement by \$27 million; and,

WHEREAS, the attached tariffs implementing new rates and Atmos Mid-Tex's Proof of Revenues ("Exhibit B" to this Ordinance) are consistent with the negotiated resolution reached by ACSC Cities and are just, reasonable, and in the public interest; and,

WHEREAS, it is the intention of the parties that if the City determines any rates, revenues, terms and conditions, or benefits resulting from a Final Order or subsequent negotiated settlement approved in any proceeding addressing the issues raised in the Company's Third RRM filing would be more beneficial to the City than the terms of the attached tariff, then the more favorable rates, revenues, terms and conditions, or benefits shall additionally accrue to the City; and,

WHEREAS, the negotiated resolution of the Company's RRM filing and the resulting rates are, as a whole, in the public interest.

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

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

SECTION 2. The City Council finds the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable and new tariffs and Atmos Mid-Tex's Proof of Revenues, which are attached hereto and incorporated herein as Exhibits A and B, are just and reasonable and are hereby adopted.

SECTION 3. Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC Cities in processing the Company's rate application.

SECTION 4. The Settlement Agreement, attached as Exhibit C, which includes in addition to resolution of the Third RRM: (1) extension of a modified RRM process; (2) requirement that Atmos Mid-Tex file a system-wide Statement of Intent rate case on or before June 1, 2013; and (3) current recovery of incremental direct costs for a steel service line replacement program, is hereby ratified.

SECTION 5. To the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

SECTION 6. The meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

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

SECTION 8. If the City determines any rates, revenues, terms and conditions, or benefits resulting from a Final Order or subsequent negotiated settlement approved in any proceeding addressing the issues raised in the Company's Third RRM filing would be more beneficial to the City than the terms of the attached tariff, then the more favorable rates, revenues, terms and conditions, or benefits shall additionally accrue to the City.

SECTION 9. A copy of this Ordinance shall be sent to Atmos Mid-Tex, care of David Park, Vice President Rates and Regulatory Affairs, at Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

SECTION 10. This Ordinance shall become effective from and after its passage with rates authorized by attached Tariffs to be effective for bills rendered on or after October 1, 2010.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 14TH DAY OF SEPTEMBER, 2010.

APPROVED:

Stephen Terrell, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY

Shelley B. George, TRMC, CITY SECRETARY

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	All Cities except the City of Dallas and all unincorporated areas	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2010	

Application

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

Type of Service

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

Monthly Rate

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

Charge	Amount
Customer Charge per Bill	\$ 7.15 per month
Commodity Charge – All Mcf	\$2.5246 per Mcf

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

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

Rate Review Mechanism: Plus or Minus an amount for rates as calculated in accordance with Rider RRM.

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

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

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

Agreement

An Agreement for Gas Service may be required.

Notice

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

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	All Cities except the City of Dallas and all unincorporated areas	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2010	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 3,000 Mcf.

Type of Service

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

Monthly Rate

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

Charge	Amount
Customer Charge per Bill	\$ 13.91 per month
Commodity Charge - All Mcf	\$ 1.0796 per Mcf

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

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

Rate Review Mechanism: Plus or Minus an amount for rates as calculated in accordance with Rider RRM.

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

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

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

Agreement

An Agreement for Gas Service may be required.

Notice

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

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	All Cities except the City of Dallas and all unincorporated areas	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2010	

Application

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

Type of Service

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

Monthly Rate

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

Charge	Amount
Customer Charge per Meter	\$ 450.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2750 per MMBtu
Next 3,500 MMBtu	\$ 0.2015 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0433 per MMBtu

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

Rate Review Mechanism: Plus or Minus an amount for rates as calculated in accordance with Rider RRM.

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

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

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

Curtailment Overpull Fee

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

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	All Cities except the City of Dallas and all unincorporated areas	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2010	

Replacement Index

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

Agreement

An Agreement for Gas Service may be required.

Notice

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

Special Conditions

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

**ATMOS ENERGY CORP., MID-TEX DIVISION
SUMMARY OF CURRENT AND PROPOSED RATE STRUCTURE
TEST YEAR ENDING DECEMBER 31, 2009
(2010 RRM SETTLEMENT PROPOSAL)**

Line No.	Description	Current	Proposed (Beginning Oct 1)
	(a)	(b)	(d)
1	Rate R		
2	Customer Charge per month	\$7.00	\$7.00
3			
4	Consumption Charge per MCF	\$2.2647	\$2.5246
5	2008 RRM True-up per MCF	\$0.0000	\$0.0000
6	2009 RRM True-up per MCF	<u>\$0.0060</u>	<u>\$0.0000</u>
7	Total Consumption Charge per MCF	\$2.2707	\$2.5246
8	Rate C		
9	Customer Charge per month	\$13.50	\$13.50
10			
11	Consumption Charge per MCF	\$0.9825	\$1.0796
12	2008 RRM True-up per MCF	\$0.0000	\$0.0000
13	2009 RRM True-up per MCF	<u>\$0.0052</u>	<u>\$0.0000</u>
14	Total Consumption Charge per MCF	\$0.9877	\$1.0796
15	Rate I & T		
16	Customer Charge per month	\$425.00	\$450.00
17			
18	Consumption Charge per MMBTU:		
19	First 1,500 MMBTU	\$0.2496	\$0.2750
20	Next 3,500 MMBTU	\$0.1820	\$0.2015
21	Over 5,000 MMBTU	\$0.0390	\$0.0433
22	2008 RRM True-up per MMBTU:		
23	First 1,500 MMBTU	\$0.0087	\$0.0000
24	Next 3,500 MMBTU	\$0.0064	\$0.0000
25	Over 5,000 MMBTU	\$0.0014	\$0.0000
26	2009 RRM True-up per MMBTU:		
27	First 1,500 MMBTU	\$0.0000	\$0.0000
28	Next 3,500 MMBTU	\$0.0000	\$0.0000
29	Over 5,000 MMBTU	<u>\$0.0000</u>	<u>\$0.0000</u>
30	Total Consumption Charge per MMBTU		
31	First 1,500 MMBTU	\$0.2583	\$0.2750
32	Next 3,500 MMBTU	\$0.1884	\$0.2015
33	Over 5,000 MMBTU	\$0.0404	\$0.0433

**ATMOS ENERGY CORP., MID-TEX DIVISION
CUSTOMER IMPACT OF PROPOSED RATES COMPARED TO CURRENT RATES
TEST YEAR ENDING DECEMBER 31, 2009
(2010 RRM SETTLEMENT PROPOSAL)**

Line No.	Description	Prospective Rate Increase
	(a)	(b)
1	Rate R	
2	Consumption Charge per MCF	
3	Change from Current Rate	\$0.2539
4	Billing Units for Specified Period	78,500,000
5	Total Change in Base Revenue	\$19,934,212
6	Associated Revenue Taxes	<u>\$1,490,401</u>
7	Total Rate Impact	\$21,424,613
8	Number of Bills for Specified Period	17,287,740
9	Average Impact per Bill	\$1.24
10	Rate C	
11	Consumption Charge per MCF	
12	Change from Current Rate	\$0.0919
13	Billing Units for Specified Period	49,500,000
14	Total Change in Base Revenue	\$4,547,060
15	Associated Revenue Taxes	<u>\$339,966</u>
16	Total Rate Impact	\$4,887,026
17	Number of Bills for Specified Period	1,445,436
18	Average Impact per Bill	\$3.38
19	Rates I&T - Customer Charge	
20	Customer Charge	
21	Change from Current Rate	\$25.00
22	Billing Units for Specified Period	10,985
23	Total Change in Base Revenue	\$274,625
24	Associated Revenue Taxes	<u>\$20,533</u>
25	Total Rate Impact	\$295,157.61
26	Rates I&T - 1st block	
27	Consumption Charge per MCF	
28	Change from Current Rate	\$0.0167
29	Billing Units for Specified Period	10,597,655
30	Total Change in Base Revenue	\$177,031
31	Associated Revenue Taxes	<u>\$13,236</u>
32	Total Rate Impact	\$190,266
33	Rates I&T - 2nd block	
34	Consumption Charge per MCF	
35	Change from Current Rate	\$0.0131
36	Billing Units for Specified Period	10,791,216
37	Total Change in Base Revenue	\$141,297
38	Associated Revenue Taxes	<u>\$10,564</u>
39	Total Rate Impact	\$151,862
40	Rates I&T - 3rd block	
41	Consumption Charge per MCF	
42	Change from Current Rate	\$0.0029
43	Billing Units for Specified Period	16,585,623
44	Total Change in Base Revenue	\$47,655
45	Associated Revenue Taxes	<u>\$3,563</u>
46	Total Rate Impact	\$51,218
47	Rates I&T - Total	
48	Total Rate Impact	\$688,504
49	Number of Bills for Specified Period	10,985
50	Average Impact per Bill	\$62.68
51		
52	Total Change in Base Revenue	\$25,121,880
53	Total Rate Impact (Inc. Rev. Taxes)	\$27,000,142

**ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON- OCTOBER 1, 2010
TEST YEAR ENDING DECEMBER 31, 2009**

Line						CURRENT	OCTOBER 1, 2010 PROPOSED	CHANGE
1	Rate R @ 4.5 Mcf							
2	Customer charge					\$ 7.00		
3	Consumption charge	4.5	MCF	X	\$2.2707	10.31		
4	Rider GCR Part A	4.5	MCF	X	\$4.6303	21.03		
5	Rider GCR Part B	4.5	MCF	X	\$0.6611	3.00		
6								
7	Subtotal					\$ 41.34		
8	Rider FF & Rider TAX			X	0.07477	3.09		
9	Total					\$44.43		
10								
11	Customer charge						\$7.00	
12	Consumption charge	4.5	MCF	X	\$2.5248	11.46		
13	Rider GCR Part A	4.5	MCF	X	\$4.6303	21.03		
14	Rider GCR Part B	4.5	MCF	X	\$0.6611	3.00		
15								
16	Subtotal						\$42.49	
17	Revenue-related Tax Reimbursement			X	0.07477	3.18		
18	Total						\$45.67	\$1.24
19								2.79%
20								
21	Rate C @ 34.2 Mcf							
22	Customer charge					\$13.50		
23	Consumption charge	34.2	MCF	X	\$0.9877	33.82		
24	Rider GCR Part A	34.2	MCF	X	\$4.6303	158.57		
25	Rider GCR Part B	34.2	MCF	X	\$0.5542	18.98		
26								
27	Subtotal					\$224.87		
28	Revenue-related Tax Reimbursement			X	0.07477	16.81		
29	Total					\$241.69		
30								
31	Customer charge						\$13.50	
32	Consumption charge	34.2	MCF	X	\$1.0798	36.97		
33	Rider GCR Part A	34.2	MCF	X	\$4.6303	158.57		
34	Rider GCR Part B	34.2	MCF	X	\$0.5542	18.98		
35								
36	Subtotal						\$228.02	
37	Revenue-related Tax Reimbursement			X	0.07477	17.05		
38	Total						\$245.07	\$3.38
39								1.40%
40								
41	Rate L @ 3457 MMBTU							
42	Customer charge					\$425.00		
43	Consumption charge	1,500	MMBTU	X	\$0.2583	387.45		
44	Consumption charge	1,957	MMBTU	X	\$0.1884	368.89		
45	Consumption charge	0	MMBTU	X	\$0.0433	0.00		
46	Rider GCR Part A	3,457	MMBTU	X	\$4.6303	16,006.67		
47	Rider GCR Part B	3,457	MMBTU	X	\$0.3062	1,058.42		
48								
49	Subtotal					\$18,246.23		
50	Revenue-related Tax Reimbursement			X	0.07477	1,364.20		
51	Total					\$19,610.43		
52								
53	Customer charge						\$450.00	
54	Consumption charge	1,500	MMBTU	X	\$0.2750	412.51		
55	Consumption charge	1,957	MMBTU	X	\$0.2015	394.31		
56	Consumption charge	0	MMBTU	X	\$0.0433	0.00		
57	Rider GCR Part A	3,457	MMBTU	X	\$4.6303	16,006.67		
58	Rider GCR Part B	3,457	MMBTU	X	\$0.3062	1,058.42		
59								
60	Subtotal					\$18,321.91		
61	Revenue-related Tax Reimbursement			X	0.07477	1,369.66		
62	Total					\$19,691.57		\$81.34
63								0.41%
64	Rate T @ 3490 MMBTU							
65	Customer charge					\$425.00		
66	Consumption charge	1,500	MMBTU	X	\$0.2583	387.45		
67	Consumption charge	1,957	MMBTU	X	\$0.1884	368.89		
68	Consumption charge	0	MMBTU	X	\$0.0433	0.00		
69	Rider GCR Part A	3,457	MMBTU	X	\$4.6303	16,006.67		
70	Rider GCR Part B	3,457	MMBTU	X	\$0.3062	1,058.42		
71								
72	Subtotal					\$2,239.56		
73	Revenue-related Tax Reimbursement			X	0.07477	167.44		
74	Total					\$2,407.00		
75								
76	Customer charge						\$450.00	\$25.00
77	Consumption charge	1,500	MMBTU	X	\$0.2750	412.51		\$25.06
78	Consumption charge	1,957	MMBTU	X	\$0.2015	394.31		\$25.62
79	Consumption charge	0	MMBTU	X	\$0.0433	0.00		
80	Rider GCR Part A	3,457	MMBTU	X	\$0.3062	1,058.42		
81	Subtotal					\$2,315.24		
82	Revenue-related Tax Reimbursement			X	0.07477	173.10		
83	Total					\$2,488.34		\$81.34
								3.38%

**ATMOS ENERGY CORP., MID-TEX DIVISION
CUSTOMER IMPACT OF PROPOSED RATES COMPARED TO CURRENT RATES
(STEEL SERVICE REPLACEMENT PROGRAM)**

Line No.	Description	Prospective Rate Increase
	(a)	(b)
1	Rate R	
2	Monthly Customer Charge	
3	Change from Current Rate	\$0.15
4	Billing Units for Specified Period	17,287,740
5	Total Change in Base Revenue	\$2,593,161
6	Associated Revenue Taxes	<u>\$193,880</u>
7	Total Rate Impact	\$2,787,041
8	Number of Bills for Specified Period	17,287,740
9	Average Impact per Bill	\$0.16
10	Rate C	
11	Monthly Customer Charge	
12	Change from Current Rate	\$0.41
13	Billing Units for Specified Period	1,445,436
14	Total Change in Base Revenue	\$592,629
15	Associated Revenue Taxes	<u>\$44,308</u>
16	Total Rate Impact	\$636,937
17	Number of Bills for Specified Period	1,445,436
18	Average Impact per Bill	\$0.44
19		
20	Total Change in Base Revenue	\$3,185,790
21	Total Rate Impact (Inc. Rev. Taxes)	\$3,423,979
22		

**SETTLEMENT AGREEMENT BETWEEN ATMOS ENERGY CORP., MID-TEX
DIVISION AND ATMOS CITIES STEERING COMMITTEE**

WHEREAS, this settlement agreement is entered into by Atmos Energy Corp.'s Mid-Tex Division and Atmos Cities Steering Committee ("ACSC") whose members include the Cities of Abilene, Addison, Allen, Alvarado, Angus, Anna, Argyle, Arlington, Bedford, Bellmead, Benbrook, Beverly Hills, Blossom, Blue Ridge, Bowie, Boyd, Bridgeport, Brownwood, Buffalo, Burk Burnett, Burleson, Caddo Mills, Carrollton, Cedar Hill, Celeste, Celina, Cisco, Cleburne, Clyde, College Station, Colleyville, Colorado City, Comanche, Coolidge, Coppell, Corinth, Corral City, Crandall, Crowley, Dalworthington Gardens, Denison, DeSoto, Duncanville, Eastland, Edgecliff Village, Emory, Ennis, Euless, Everman, Fairview, Farmers Branch, Farmersville, Fate, Flower Mound, Forest Hill, Fort Worth, Frisco, Frost, Gainesville, Garland, Garrett, Grand Prairie, Grapevine, Haltom City, Harker Heights, Haskell, Hewitt, Highland Park, Highland Village, Honey Grove, Hurst, Iowa Park, Irving, Justin, Kaufman, Keene, Keller, Kemp, Kennedale, Kerrville, Killeen, Krum, Lakeside, Lake Worth, Lancaster, Lewisville, Lincoln Park, Little Elm, Lorena, Malakoff, Mansfield, McKinney, Melissa, Mesquite, Midlothian, Murphy, Nocona, North Richland Hills, Northlake, Oakleaf, Ovilla, Palestine, Pantego, Paris, Parker, Pecan Hill, Plano, Ponder, Pottsboro, Prosper, Quitman, Red Oak, Reno (Parker County), Richardson, Richland, Richland Hills, Roanoke, Robinson, Rockwall, Roscoe, Rowlett, Sachse, Saginaw, Seagoville, Sherman, Snyder, Southlake, Springtown, Stamford, Stephenville, Sulphur Springs, Sweetwater, Temple, Terrell, The Colony, Tyler, University Park, Venus, Vernon, Waco, Watauga, Waxahachie, Westlake, Whitesboro, White Settlement, Wichita Falls, Woodway, and Wylie.

WHEREAS, on March 15, 2010, Atmos filed with the ACSC Cities an application, hereafter referred to as the 2010 RRM filing, to adjust rates pursuant to Rider RRM - Rate Review Mechanism; and

WHEREAS, ACSC has hired experts and lawyers to analyze the rates proposed by Atmos Energy Corp.'s, Mid-Tex Division ("Atmos" or "Company") in its 2010 RRM filing; and

WHEREAS, the Settlement Agreement resolves all issues between Atmos and ACSC ("the Signatories") regarding the 2010 RRM filing, which is currently pending before the ACSC Cities, in a manner that the Signatories believe is consistent with the public interest, and the Signatories represent diverse interests; and

WHEREAS, the Signatories believe that the resolution of the issues raised in the 2010 RRM filing can best be accomplished by each ACSC City approving this Settlement Agreement and the rates, terms and conditions reflected in the tariffs attached to this Settlement Agreement as Exhibit A;

NOW, THEREFORE, in consideration of the mutual agreements and covenants established herein, the Signatories, through their undersigned representatives, agree to the following Settlement Terms as a means of fully resolving all issues between the ACSC Cities and Atmos involving the 2010 RRM filing:

Settlement Terms

1. Upon the execution of this Settlement Agreement, Atmos and the counsel for the ACSC cities will recommend that an ordinance or resolution be adopted to approve this Settlement Agreement and implement the rates, terms and conditions reflected in the tariffs attached to this Settlement Agreement as Exhibit A. (Attachment A to the Ordinance ratifying this Agreement). Said tariffs should allow Atmos an additional, prospective \$27 million in annual revenue by implementation of rates shown in the proof of revenues attached as Exhibit B. (Attachment B to the Ordinance ratifying this Agreement). The uniform implementation of gas rates, terms and conditions established by this Settlement Agreement shall be effective for bills rendered on or after October 1, 2010.
2. In an effort to streamline the regulatory review process, Atmos and ACSC have agreed to renew the Rate Review Mechanism ("Rider RRM") for a period commencing with the Company's April 1, 2011 filing under this mechanism for the calendar year 2010, effective August 15, 2011, and concluding upon the implementation of new, final rates established pursuant to the general rate case that Atmos will file on or before June 1, 2013. Rider RRM provides for an annual rate adjustment to reflect changes in billing determinants, operating and maintenance expense, depreciation expense, other taxes expense, and revenues as well as changes in capital investment and associated changes in gross revenue related taxes. The revised RRM tariff is included in Exhibit A.
3. Notwithstanding the RRM rate adjustments that will occur pursuant to paragraph 2 of this Settlement Agreement, Atmos and ACSC agree that on or before June 1, 2013, Atmos shall file a general, system-wide rate case for the Mid-Tex Division. During the pendency of the general rate case, Atmos and ACSC agree that rate adjustments associated with the RRM filing for calendar year 2011 shall be implemented on August 15, 2012, and shall remain in effect until the earlier of either the issuance of a final order by the Railroad Commission of Texas in the general rate case to be filed on or before June 1, 2013, or the entry of an agreed upon order resolving all issues involved in the general rate case. The adjustments made or requested in the 5th year RRM shall not be considered precedent during the general rate case.
4. Atmos and ACSC further agree that for the period commencing March 1, 2010 through September 30, 2012, Atmos will expand its existing steel service line replacement program to complete the replacement of 100,000 steel service lines within its Mid-Tex Division during this period. Atmos and ACSC agree that a risk-based approach should be adopted to allow replacement of the highest priority steel service lines within this time period. Atmos agrees to provide the ACSC cities with quarterly reports providing the number and location of the lines replaced during the quarter. Atmos agrees to coordinate with ACSC member cities to minimize disruption to cities' rights of way without compromising the safety of residents of the cities.
5. Atmos and ACSC agree that costs incurred to replace steel service lines prior to October 1, 2010 shall be included in the RRM rate adjustment calculation for the 2010 calendar year, and shall not be subject to or included in the rate cap limitations set forth in subsection IV (a)-(b) of the Rider RRM tariff.

6. Atmos and ACSC agree that the projected incremental direct costs incurred to replace steel service lines on or after October 1, 2010 shall be separately identified and shall not be subject to or included in the rate cap limitations set forth in subsection IV (a)-(b) of the Rider RRM tariff. Atmos and ACSC further agree that such projected direct incremental costs incurred to replace steel service lines after October 1, 2010, shall be separately calculated and recovered as a discrete component of customer charges in the Company's annual RRM filings as set forth below:
 - a. Atmos and ACSC agree that Atmos shall be entitled to separately adjust rates for the Rate Effective Period as defined in the Rider RRM tariff to allow recovery of the projected annual revenue requirement associated with direct incremental costs to be incurred in connection with a steel service line replacement program, that are not otherwise included within the RRM cost of service, including a return on equity of 9.0% within the overall weighted cost of capital applied to net investment (net plant additions, less accumulated depreciation and accumulated deferred income taxes), depreciation expense and applicable taxes;
 - b. Atmos and ACSC further agree that the capital structure used to calculate the steel service line replacement rate adjustment will be the actual Evaluation Period (as defined in the Rider RRM tariff) ratio of long-term debt and equity, with an equity percentage not to exceed 50%;
 - c. Rate recovery associated with a steel service line replacement program shall occur through an adjustment to the Residential and Commercial customer charges. Current year recovery factors as of October 1, 2010 shall be \$0.15 for residential customers and \$0.41 for commercial customers. The rates will be adjusted annually, however, Atmos and ACSC agree that in no case will the per customer monthly cost recovery factors attributable to a steel service line replacement program exceed \$0.44 for residential customers or \$1.22 for commercial customers, either prior to or during the pendency of the general rate case Atmos will file on or before June 1, 2013.
 - d. Atmos and ACSC further agree that any per customer amount attributable to cost recovery for a steel service line replacement program shall be subject to review by the regulatory authority in a subsequent Evaluation Period as defined in the Rider RRM tariff and all incremental costs associated with a steel service line replacement program shall be subject to a prudence/reasonableness review in the general rate case to be filed by Atmos on or before June 1, 2013.
7. With respect to the Company's annual RRM filings, Atmos agrees to pay all reasonable and necessary expenses of each entity having original jurisdiction that are incurred to review the Company's annual RRM filings. Atmos further agrees that in calculating the proposed rate for any Rate Effective Period, the Company shall not include: (1) any external legal, expert, or consultant costs to prepare and/or provide supportive information related to its filing; or (2) reimbursements to original jurisdiction entities.
8. Notwithstanding paragraph 7 of this Settlement Agreement, Atmos and ACSC agree that in the event of an appeal of an original jurisdiction entity's decision regarding a proposed RRM adjustment, recovery of rate case expenses shall be determined

according to Chapters 103 and 104, TEX. UTIL. CODE ANN. Further, in the event of such appeal(s), Atmos shall recover any reimbursement made to the original jurisdiction entity through a surcharge to all customer rates that are subject to the Commission's jurisdiction in that proceeding or proceedings that might be joined therewith, regardless of whether such reimbursements are made during the initial review period or appeal period.

9. The ACSC Cities agree that they will not challenge the legal basis of the rates, terms, and conditions reflected in Exhibit A, or any annual RRM adjustment that is implemented pursuant to Rider RRM.
10. Atmos and the ACSC Cities further agree that the express terms of the Rider RRM are supplemental to the filing, notice, regulatory review, or appellate procedural process of the ratemaking provisions of Chapter 104 of the Texas Utilities Code. If the statute requires a mandatory action on behalf of the municipal regulatory authority or Atmos, the parties will follow the provisions of such statute. If the statute allows discretion on behalf of the municipal regulatory authority, the ACSC Cities agree that they shall exercise such discretion in such a way as to implement the provisions of the RRM tariff. If Atmos appeals an action or inaction of an ACSC City regarding an RRM filing to the Railroad Commission, the ACSC Cities agree that they will not oppose the implementation of interim rates or advocate the imposition of a bond by Atmos consistent with the RRM tariff. Atmos agrees that it will make no filings on behalf of its Mid-Tex division under the provisions of TEX. UTIL. CODE ANN. § 104.301 while the Rider RRM is in place. In the event that a regulatory authority fails to act or enters an adverse decision regarding the proposed annual RRM adjustment, the Railroad Commission of Texas shall, pursuant to the provisions of the Texas Utilities Code, have exclusive appellate jurisdiction to review the action or inaction of the regulatory authority exercising exclusive original jurisdiction over the RRM request. In addition, the Signatories agree that this Settlement Agreement shall not be construed as a waiver of the ACSC Cities' right to initiate a show cause proceeding or the Company's right to file a Statement of Intent under the provisions of the Texas Utilities Code.
11. Atmos and ACSC further agree that the ordinance or resolution adopting this Settlement Agreement shall include a provision authorizing Atmos to establish regulatory asset account(s) for costs related to working gas in storage. Atmos and ACSC further agree that the language authorizing these regulatory asset account(s) shall be the same as that set forth in the 4th Ordering Paragraph (Page 10 of 11) of the Final Order Nunc Pro Tunc issued by Railroad Commission of Texas in GUD No. 9869 on February 23, 2010. This language states as follows:

IT IS FURTHER ORDERED that Atmos shall be allowed to establish a regulatory asset for the ad valorem taxes related to working gas in storage. In addition, Atmos shall be allowed to establish a regulatory asset for (1) the costs associated with Accumulated Deferred Income Tax for UNICAP Section 263A, (2) the WACOG to FIFO change, and (3) an amount equal to the rate of return approved in this RRM Proceeding for the Accumulated Deferred Income Tax items related to working gas in storage. Atmos shall record these amounts in Other Regulatory Assets (Account 182.3). These deferred items shall be considered, along with the

investment in working gas, for consideration and possible inclusion in rates for Atmos Pipeline-Texas in that entity's next filed rate case. If the Commission determines that such deferred items are not properly included in the rates of Atmos Pipeline – Texas, the items shall be further deferred until the next Atmos Mid-Tex rate case filed after the final decision in the Atmos Pipeline-Texas rate case for inclusion with the working gas investment in the Atmos Mid-Tex rates.

12. Atmos and ACSC agree that each ACSC city should approve this Settlement Agreement and adopt an ordinance or resolution to implement for the ACSC Cities the rates, terms, and conditions reflected in the tariffs attached to this Settlement Agreement as Exhibit A, as well as the regulatory asset authorization language discussed in paragraph 12 of this Settlement Agreement.
13. The Signatories agree that the terms of the Settlement Agreement are interdependent and indivisible, and that if any ACSC city enters an order that is inconsistent with this Settlement Agreement, then any Signatory may withdraw without being deemed to have waived any procedural right or to have taken any substantive position on any fact or issue by virtue of that Signatory's entry into the Settlement Agreement or its subsequent withdrawal. If any ACSC city rejects this Settlement Agreement, then this Settlement Agreement shall be void *ab initio* and counsel for the ACSC Cities shall thereafter only take such actions as are in accordance with the Texas Disciplinary Rules of Professional Conduct.
14. The Signatories agree that all negotiations, discussions and conferences related to the Settlement Agreement are privileged, inadmissible, and not relevant to prove any issues associated with Atmos' 2010 RRM filing.
15. The Signatories agree that neither this Settlement Agreement nor any oral or written statements made during the course of settlement negotiations may be used for any purpose other than as necessary to support the entry by the ACSC Cities of an ordinance or resolution implementing this Settlement Agreement.
16. The Signatories agree that this Settlement Agreement is binding on each Signatory only for the purpose of settling the issues set forth herein and for no other purposes, and, except to the extent the Settlement Agreement governs a Signatory's rights and obligations for future periods, this Settlement Agreement shall not be binding or precedential upon a Signatory outside this proceeding.
17. The Signatories agree that this Settlement Agreement may be executed in multiple counterparts and may be filed with facsimile signatures.

Agreed to this ____ day of August, 2010.

ATMOS ENERGY CORP., MID-TEX DIVISION

By: _____
John A. Paris
President, Mid-Tex Division

Agreed to this _____ day of August 2010.

ATTORNEY FOR ATMOS TEXAS MUNICIPALITIES, WHOSE MEMBERS INCLUDE THE CITIES OF ABILENE, ADDISON, ALLEN, ALVARADO, ANGUS, ANNA, ARGYLE, ARLINGTON, BEDFORD, BELLMEAD, BENBROOK, BEVERLY HILLS, BLOSSOM, BLUE RIDGE, BOWIE, BOYD, BRIDGEPORT, BROWNWOOD, BUFFALO, BURKBURNETT, BURLESON, CADDO MILLS, CARROLLTON, CEDAR HILL, CELESTE, CELINA, CISCO, CLEBURNE, CLYDE, COLLEGE STATION, COLLEYVILLE, COLORADO CITY, COMANCHE, COOLIDGE, COPPELL, CORINTH, CORRAL CITY, CRANDALL, CROWLEY, DALWORTHINGTON GARDENS, DENISON, DESOTO, DUNCANVILLE, EASTLAND, EDGECLIFF VILLAGE, EMORY, ENNIS, EULESS, EVERMAN, FAIRVIEW, FARMERS BRANCH, FARMERSVILLE, FATE, FLOWER MOUND, FOREST HILL, FORT WORTH, FRISCO, FROST, GAINESVILLE, GARLAND, GARRETT, GRAND PRAIRIE, GRAPEVINE, HALTOM CITY, HARKER HEIGHTS, HASKELL, HEWITT, HIGHLAND PARK, HIGHLAND VILLAGE, HONEY GROVE, HURST, IOWA PARK, IRVING, JUSTIN, KAUFMAN, KEENE, KELLER, KEMP, KENNEDALE, KERRVILLE, KILLEEN, KRUM, LAKESIDE, LAKE WORTH, LANCASTER, LEWISVILLE, LINCOLN PARK, LITTLE ELM, LORENA, MALAKOFF, MANSFIELD, MCKINNEY, MELISSA, MESQUITE, MIDLOTHIAN, MURPHY, NOCONA, NORTH RICHLAND HILLS, NORTHLAKE, OAKLEAF, OVILLA, PALESTINE, PANTEGO, PARIS, PARKER, PECAN HILL, PLANO, PONDER, POTTSBORO, PROSPER, QUITMAN, RED OAK, RENO (PARKER COUNTY), RICHARDSON, RICHLAND, RICHLAND HILLS, ROANOKE, ROBINSON, ROCKWALL, ROSCOE, ROWLETT, SACHSE, SAGINAW, SEAGOVILLE, SHERMAN, SNYDER, SOUTHLAKE, SPRINGTOWN, STAMFORD, STEPHENVILLE, SULPHUR SPRINGS, SWEETWATER, TEMPLE, TERRELL, THE COLONY, TYLER, UNIVERSITY PARK, VENUS, VERNON, WACO, WATAUGA, WAXAHACHIE, WESTLAKE, WHITESBORO, WHITE SETTLEMENT, WICHITA FALLS, WOODWAY, AND WYLIE

By: _____
Geoffrey Gay*

* Subject to approval by ACSC City Councils

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: September 28, 2010

SUBJECT: Adopt a Resolution Establishing a Policy for
City Building Dedication Plaques

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

BACKGROUND

It is traditional for cities which have built or remodeled facilities through the use of public funds to place dedication plaques on the interior or exterior of the facility. The proposed resolution and policy provide standards for dedication plaques for City of Allen facilities.

STAFF RECOMMENDATION

Staff recommends Council approve the proposed resolution establishing standards for building dedication plaques.

MOTION

I make a motion to adopt Resolution No. _____ establishing a policy for City building dedication plaques.

ATTACHMENT

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ESTABLISHING A POLICY FOR BUILDING DEDICATION PLAQUES; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is traditional for cities which have built or remodeled facilities through the use of public funds to place dedication plaques on the interior or exterior of the facility; and,

WHEREAS, the City Council wishes to establish standards for dedication plaques for City of Allen facilities.

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

SECTION 1. The Allen City Council hereby adopts the Building Dedication Plaque Policy, attached as Exhibit "A."

SECTION 2. All prior Resolutions of the City of Allen, Collin County, Texas, in conflict with the provisions of this Resolution, and the same are hereby repealed; provided, however, that all other provisions of said Resolutions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 3. This Resolution shall become effective immediately from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 28TH DAY OF SEPTEMBER, 2010.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY OF ALLEN BUILDING DEDICATION PLAQUE POLICY

BACKGROUND

It is traditional for cities which have built or remodeled facilities through the use of public funds to place dedication plaques on the interior or exterior of the facility.

POLICY

The policy regarding building plaques is as follows:

New Facilities Construction

The names of the Mayor and Councilmembers seated on the date action was taken to sell bonds to fund the construction of the facility along with those of the City Manager, department director/construction manager, the architect and general contractor shall be engraved on a permanent plaque affixed to the facility.

Facilities Acquisitions

The names of the Mayor and Councilmembers seated on the date action was taken to approve the funding of the acquisition, and that of the City Manager are to be included on the plaque. If renovation of said facility occurs prior to the City's occupying the facility then, in addition to the names of the Councilmembers taking action to approve the funding of the renovation along with the name of the City Manager, the department director/construction manager, architect and general contractor's names are also to be included on the plaque affixed to the facility.

Extensive Renovation of an Existing Facility

The names of the Mayor and Councilmembers seated on the date action was taken to fund the renovation project, the names of the City Manager, department director/construction manager, the architect and general contractor are to be included on the plaque. The plaque will identify the project as a renovation or remodel, and the plaque will be placed next to or close in proximity to, the original dedication plaque.

PROCEDURE

The final format and wording will be submitted to the Public and Media Relations Officer before approval by the City Manager and will normally include the following:

- City of Allen logo
- Identification of Council facility or event
- Date (month, day, year) of opening/dedication
- Mayor
- Mayor Pro Tem
- Councilmembers (first name and last name in Place order)
- City Manager
- Department Director / Construction Manager
- Architect
- General Contract
- Funding recognition (if applicable)

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: September 28, 2010

SUBJECT: Adopt a Resolution Authorizing the City Manager to Execute a Partial Release of Sanitary Sewer Easement Locally Known as 201/203 South Greenville Avenue

STAFF RESOURCE: John Baumgartner, Director of Engineering

ACTION PROPOSED: Adopt a Resolution Authorizing the City Manager to Execute a Partial Release of Sanitary Sewer Easement Locally Known as 201/203 South Greenville Avenue

BACKGROUND

With the construction of the Timbercreek Sanitary Sewer project, a new sanitary sewer easement and main were placed on the subject Clark W. and Iva W. Fishel property, allowing the abandonment of the existing manholes and main. The Timbercreek project is complete; therefore, the easement containing the abandoned sewer main is no longer needed for public use and may be released.

STAFF RECOMMENDATION

Staff recommends that the Council adopt a resolution authorizing the City Manager to execute a Partial Release of Sanitary Sewer Easement.

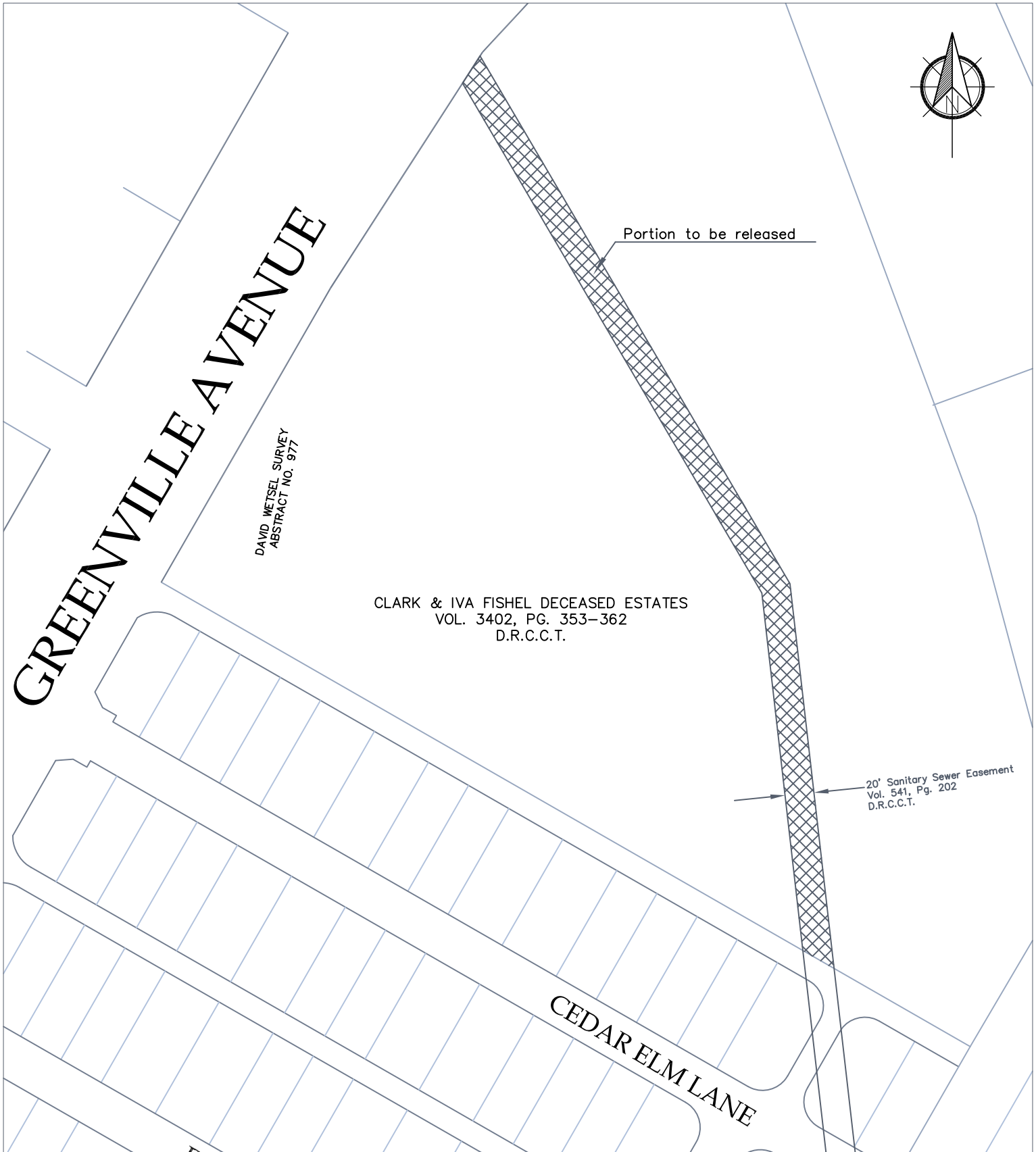
MOTION

I make a motion to adopt Resolution No. _____ authorizing the City Manager to execute a Partial Release of Sanitary Sewer Easement.

ATTACHMENT

Location Map
Partial Release
Resolution

EXHIBIT "A" SANITARY SEWER EASEMENT PARTIAL RELEASE



PARTIAL RELEASE
SANITARY SEWER EASEMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

 This PARTIAL RELEASE OF SANITARY SEWER EASEMENT dated as of _____, 2010, is provided by the City of Allen (the “**City**”).

 WHEREAS, the City of Allen, Texas (the “**City**”) obtained a sanitary sewer easement for the purposes of constructing and maintaining a sanitary sewer line by instrument dated June 18, 1958, and recorded in Volume 541, Page 202 in the Real Property Records of Collin County, Texas, and being more particularly described in Exhibit “A” attached hereto and made hereof for all purposes (the “**Easement**”); and,

 WHEREAS, the City has since constructed a new sanitary sewer line in a different location to provide services to this area; and,

 WHEREAS, the herein described portion of the Easement is no longer needed for public use; and,

 WHEREAS, Clark W & Iva W Fishel Deceased Estates, (the “**Grantees**”), the current owner of the Property, desires the City to abandon and terminate the portion of the Easement; and,

 WHEREAS, the City desires to terminate and abandon this portion of the Easement.

 NOW, THEREFORE, the City hereby agrees, covenants, warrants, terminates and abandons the portion of Easement along with any improvements located thereon or therein, in favor of the current record owners of the underlying fee simple interest in the real property (recorded in Volume 3402, Pages 353-362 in the Real Property Records of Collin County) for valuable consideration, the receipt and sufficiency of which is hereby acknowledged as provided herein.

1. All matters stated in the preamble are found to be true and correct and are incorporated herein for all purposes.
2. As a condition of this abandonment and as a part of the consideration for the quitclaim to Grantees herein, Grantees agree to indemnify, defend, release and hold the City, whole and harmless against any and all claims for damages, costs or expenses to persons or property that may arise out of, or be occasioned by or from, the abandonment, closing,

vacation, and quitclaim by the City, of the portion of Easement described in Exhibit "A" and Grantees hereby agree to defend any and all suits, claims, or causes of action brought against the City on account of the same, and to discharge any judgment or judgments that may be rendered against the City, in connection therewith.

3. The City, by this Release, does not abandon, and expressly reserves unto itself, any other interest other than that described in Exhibit "A", including, but not limited to, any other interest in the real property that may have been given, granted, sold, conveyed, or dedicated by or to the City by instrument other than the Easement

This PARTIAL RELEASE OF SANITARY SEWER EASEMENT is executed as of the date first written above.

THE CITY OF ALLEN

By : _____
Name: Peter H. Vargas
Title: City Manager

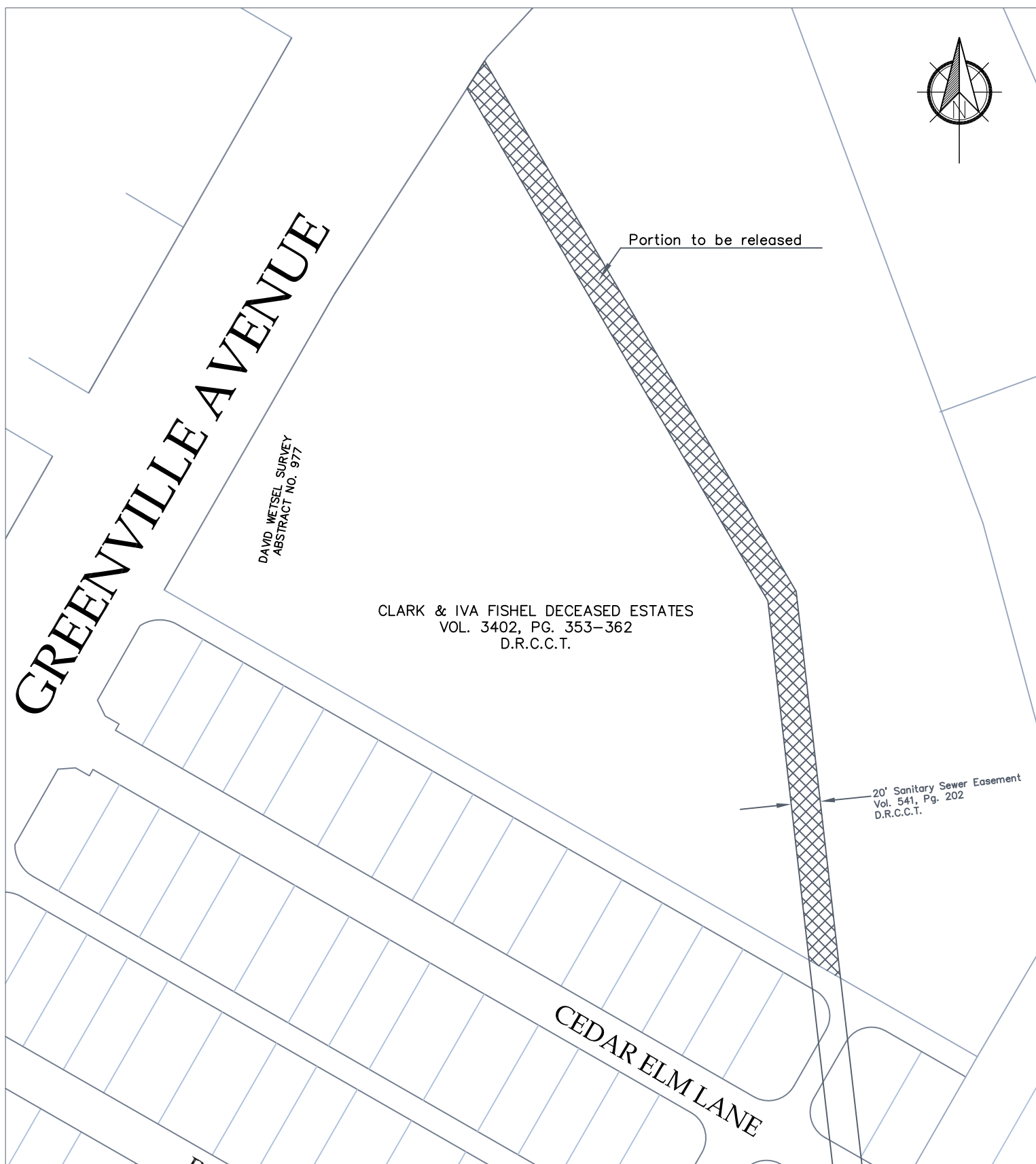
STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public in and for the
STATE OF TEXAS

My commission expires:

EXHIBIT "A" SANITARY SEWER EASEMENT PARTIAL RELEASE



RESOLUTION NO. _____

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AUTHORIZING THE PARTIAL RELEASE OF A SANITARY SEWER EASEMENT BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO COMPLETE THE PARTIAL RELEASE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the herein described portion of a Sanitary Sewer Easement (dated 6/18/1958 and recorded in Volume 541, Page 202 in the Real Property Records of Collin County), is no longer needed for public use, and in order to avoid any future cost to the public that might be required with respect to the future maintenance of said portion of sanitary sewer easement, the City Council of the City of Allen, Texas, finds it to be in the public interest to release and quitclaim the hereinafter described portion of sanitary sewer easement, subject to the reservations and conditions of this document.

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

SECTION 1. This partial release, having been reviewed by the City Council of the City of Allen and found to be acceptable and in the best interests of the City of Allen and its citizens, be, and the same is hereby, in all things approved.

SECTION 2. The City Manager, on behalf of the City of Allen, is authorized to execute any documents necessary to release and quitclaim all of the City’s right, title, and interest in a portion of the Sanitary Sewer Easement, along with any improvements located thereon or therein, in favor of the current record owners of the underlying fee simple interest in the real property (recorded in Volume 3402, Pages 353-362 in the Real Property Records of Collin County), and being further described in Exhibit “A” attached hereto and made hereof for all purposes.

SECTION 3. The City of Allen, by this Resolution, does not release, and expressly reserves unto itself, any other interest other than that described in Exhibit “A,” including, but not limited to, any other interest in the real property that may have been given, granted, sold, conveyed, or dedicated by or to the City of Allen by instrument other than the Sanitary Sewer Easement.

SECTION 4. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 28TH DAY OF SEPTEMBER, 2010.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: September 28, 2010

SUBJECT: Adopt a Resolution Authorizing the City's Bond Counsel, Financial Advisor, and Staff to Proceed with the Arrangements Related to the Sale of City of Allen, Texas, General Obligation Refunding Bonds, Series 2010A

STAFF RESOURCE: Kevin Hammeke, Director of Finance

ACTION PROPOSED: Adopt a Resolution Authorizing the City's Bond Counsel, Financial Advisor, and Staff to Proceed with the Arrangements Related to the Sale of City of Allen, Texas, General Obligation Refunding Bonds, Series 2010A

BACKGROUND

The City's financial advisor, Estrada Hinojosa & Co., Inc. has been working with city staff and the city's bond counsel, Fulbright & Jaworski L.L.P., concerning refunding bond opportunities that would save the city money by reducing future debt payments.

Different scenarios are being analyzed that may result in net present value savings ranging from \$750,000 to \$1,150,000 depending upon the past series of bonds that are selected to be refunded and the structuring of the refunding debt. In all scenarios, the present value of the savings exceeds 3%, which is a standard benchmark for doing refundings. In most of the scenarios, the range is a present value savings between 5.0% to 7.0%. The annual dollar savings expected from reducing the debt payments is within a range of \$55,000 to \$100,000.

When doing a refunding, the new bonds are sold and the bond proceeds are deposited in an interest bearing escrow that will pay off the refunded bonds when they are called. The negotiated deal is structured to achieve savings as a result of lower interest rates on the new bonds. The savings are also impacted by the interest rates on the securities held in the escrow. At this time, staff and the financial advisor are still evaluating certain series of old bonds to refund. The par amount of the Series 2010A refunding issue is anticipated to be in a range of \$8,000,000 to approximately \$16,000,000. The analysis of various old bonds reflects that the escrow may need to be funded with securities at very low interest rates for a period of time that effectively reduces the savings as certain old bond series are included. It may be more beneficial to do a portion of the bond refundings now and do a bond refunding on the remaining bonds next year.

The current interest rates are significantly less than the rates on the existing general obligation bonds. The existing interest rates range from 4.125% to 5.25% on the bonds that may be selected to be refunded. The anticipated pricing on the Series 2010A bonds reflects anticipated yields of .390% to 2.98%. The Series 2010A issue will keep the same maturity term as on the old bonds. All refunded bonds will be called at a price equal to 100% of the par value.

The City plans to apply for ratings on the bonds with Moody's Investors Service, Inc. (Moody's) and Standard & Poor's Corporation (S&P). The current existing ratings are Aa1 from Moody's and AAA from S&P. It is unlikely that bond insurance will be purchased since the City is rated AAA and bond insurance would probably not be cost effective.

The negotiated sale is expected to be finalized in early November. The current plan is for staff and the financial advisor to present the details of the refunding at the Council meeting of November 9, 2010 after the pricing of the bonds. The bond closing will most likely be scheduled for late November or early December.

Underwriters that are being considered to be involved in the bond sale are Stifel Nicolaus and RBC Capital Markets. Various documents such as the Bond Purchase Agreement, Escrow Agreement, and Paying Agent/Registrar Agreement will be prepared as we move forward with the refunding.

BUDGETARY IMPACT

It is anticipated that the general obligation refunding bond issue will result in net present value savings in a range of \$750,000 to \$1,150,000. The annual dollar savings expected from reducing the debt payments is within a range of \$55,000 to \$100,000. The final amounts will be dependent upon how the refunding is structured and the interest rates at the time of pricing the bonds.

STAFF RECOMMENDATION

Staff recommends approval of the resolution authorizing staff, the City's financial advisor, and the City's bond counsel to proceed with the arrangements related to the sale of City of Allen, Texas, General Obligation Refunding Bonds, Series 2010A.

MOTION

I make a motion to adopt Resolution No. _____ authorizing City staff, the City's financial advisor, and the City's bond counsel to proceed with the arrangements related to the sale of General Obligation Refunding Bonds, Series 2010A.

ATTACHMENT

Resolution

RESOLUTION NO. _____

A RESOLUTION approving a date for the sale of general obligation refunding bonds, authorizing appropriate personnel and consultants to proceed with arrangements and the preparation of documents for the issuance and sale of such bonds and resolving other matters incident and related thereto

WHEREAS, the City Council has been presented with information demonstrating that in today's market the refunding of certain outstanding debt obligations of the City will result in a net present value savings of approximately 3% or more and staff of the City has requested approval and authorization to proceed with the issuance and sale of general obligation refunding bonds to accomplish such refunding; and

WHEREAS, the City Council hereby finds and determines such approval and authorization to proceed with the sale of such general obligation refunding bonds to refinance certain outstanding debt obligations of the City should be given; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, TEXAS:

SECTION 1: The Finance Director of the City, together with the City's financial advisor, Estrada Hinojosa & Company, Inc. and bond counsel, Fulbright and Jaworski L.L.P., are hereby authorized and directed on behalf of the City to proceed with, and make arrangements for, the offering and sale of general obligation refunding bonds. The Finance Director and other appropriate officials of the City are hereby authorized and directed to assist and furnish said consultants with information and data, including the amount of bonds ultimately to be offered for sale, necessary for the preparation of an official statement and other documents for a sale of such bonds to occur and be approved by the City Council at a meeting to be held on or about November 9, 2010.

SECTION 2: It is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business considered at said meeting, including this Resolution, was given, all as required by V.T.C.A., Government Code, Chapter 551, as amended.

SECTION 3: This Resolution shall be in force and effect from and after its passage on the date shown below.

PASSED AND ADOPTED, this September 28, 2010.

CITY OF ALLEN, TEXAS

STEPHEN TERRELL
Mayor

ATTEST:

SHELLEY B. GEORGE
City Secretary

(City Seal)

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: September 28, 2010

SUBJECT: Authorize the City Manager to Approve the Purchase of Two 2010 Dodge Chargers from Dallas Dodge for the City of Allen Police Department in the Amount of \$53,704

STAFF RESOURCE: Lieutenant Johnny Thomason, Police Department
Debra Morris, Purchasing Manager

ACTION PROPOSED: Authorize the City Manager to Approve the Purchase of Two 2010 Dodge Chargers from Dallas Dodge for the City of Allen Police Department in the Amount of \$53,704

BACKGROUND

The FY09-10 revised budget of the Vehicle Replacement Fund includes available funding to purchase two unmarked Police Dodge Chargers which were originally budgeted for purchase in the new FY10-11 budget. The vendor has indicated that the units are now available for immediate purchase. If the purchase cannot be completed prior to September 30th, the fund balance will be encumbered and the purchase will be completed in the new fiscal year.

BUDGETARY IMPACT

This purchase will be funded out of the Vehicle Replacement Fund.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to approve the purchase of two Police Dodge Chargers from Dallas Dodge through the Houston-Galveston Area Council of Governments Contract for an amount not to exceed \$53,704.

MOTION

I make a motion to authorize the City Manager to purchase two Police Dodge Chargers from Dallas Dodge through the Houston-Galveston Area Council of Governments Contract for an amount not to exceed \$53,704.

ATTACHMENT

HGAC Contract Pricing Chief


HGAC Contract Pricing Capt


NOTE:

This Workbook contains two versions of H-GAC's Contract Pricing Worksheet.

One is for standard equipment/services, and the other is for Catalog or Price Sheet type purchases. Please contact H-GAC staff about use of the worksheets if you have any questions.

(See Tabs At Bottom To Select Appropriate Worksheet.)

		CONTRACT PRICING WORKSHEET For Standard Equipment Purchases		Contract No.:		Date Prepared:	9/17/2010
<i>This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.</i>							
Buying Agency:	City of Allen			Contractor:	Dallas Dodge		
Contact Person:	Johnny Thomason			Prepared By:	Bert Stull		
Phone:	214-509-4339			Phone:	214-319-1289		
Fax:				Fax:	214-319-1306		
Email:				Email:	bstull@kag-1.net		
Product Code:	C01	Description:	2010 Dodge Charger				
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:							17640
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
R/T Package		7777					
			Subtotal From Additional Sheet(s):				
			Subtotal B:		7777		
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
My Gig		1710					
			Subtotal From Additional Sheet(s):				
			Subtotal C:		1710		
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).					For this transaction the percentage is:		7%
D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)							
Description		Cost	Description		Cost		
Delivery		55					
			Subtotal D:		55		
E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)							27182
Quantity Ordered:		1	X Subtotal of A + B + C + D:		27182	=	Subtotal E: 27182
F. H-GAC Fee Calculation (From Current Fee Tables)							Subtotal F: 600
G. Trade-Ins / Other Allowances / Special Discounts							
Description		Cost	Description		Cost		
			Subtotal G:		0		
Delivery Date:		TBD		H. Total Purchase Price (E+F+G):		27782	


		CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases		Contract No.:		Date Prepared:	
<i>This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section C. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.</i>							
Buying Agency:				Contractor:			
Contact Person:				Prepared By:			
Phone:				Phone:			
Fax:				Fax:			
Email:				Email:			
Catalog / Price Sheet Name:							
General Description of Product:							
A. Catalog / Price Sheet Items being purchased. (Additional sheets attached if necessary.)							
Quan	Description				Unit Pr	Total	
						0	
						0	
						0	
						0	
						0	
						0	
						0	
						0	
						0	
						0	
						0	
						0	
						0	
						0	
Total From Other Sheets, If Any:							
Subtotal A:						0	
B. Unpublished Option, Accessory or Service items. (Additional sheet(s) attached if necessary.) (Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)							
Quan	Description				Unit Pr	Total	
						0	
						0	
						0	
						0	
Total From Other Sheets, If Any:							
Subtotal B:						0	
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).					For this transaction the percentage is:		#DIV/0!
C. H-GAC Fee Calculation (From Current Fee Tables).							
D. Other Allowances And/Or Special Discounts.							
Subtotal D:						0	
Delivery Date:						H. Total Purchase Price (A+B+C+D):	
						0	

NOTE:

This Workbook contains two versions of H-GAC's Contract Pricing Worksheet.

One is for standard equipment/services, and the other is for Catalog or Price Sheet type purchases. Please contact H-GAC staff about use of the worksheets if you have any questions.

(See Tabs At Bottom To Select Appropriate Worksheet.)

		CONTRACT PRICING WORKSHEET For Standard Equipment Purchases		Contract No.:		Date Prepared:	9/17/2010
<i>This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.</i>							
Buying Agency:	City of Allen			Contractor:	Dallas Dodge		
Contact Person:	Johnny Thomason			Prepared By:	Bert Stull		
Phone:	214-509-4339			Phone:	214-319-1289		
Fax:				Fax:	214-319-1306		
Email:				Email:	bstull@kag-1.net		
Product Code:	C01	Description:	2010 Dodge Charger				
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:							17640
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
R/T Package		7777					
			Subtotal From Additional Sheet(s):				
			Subtotal B:		7777		
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
R/T Convenience package		450					
			Subtotal From Additional Sheet(s):				
			Subtotal C:		450		
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).					For this transaction the percentage is:		2%
D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)							
Description		Cost	Description		Cost		
Delivery		55					
			Subtotal D:		55		
E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)							25922
Quantity Ordered:		1	X Subtotal of A + B + C + D:		25922	=	Subtotal E: 25922
F. H-GAC Fee Calculation (From Current Fee Tables)							Subtotal F:
G. Trade-Ins / Other Allowances / Special Discounts							
Description		Cost	Description		Cost		
			Subtotal G:		0		
Delivery Date:		TBD		H. Total Purchase Price (E+F+G):		25922	



**Contract
No.:**

Date _____
Prepared: _____

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section C. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:		Contractor:	
Contact Person:		Prepared By:	
Phone:		Phone:	
Fax:		Fax:	
Email:		Email:	

Catalog / Price Sheet Name:	
General Description of Product:	

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal A:			

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			(
			(
			(
			(
Total From Other Sheets, If Any:			
Subtotal B:			

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

#DIV/0!

C. H-GAC Fee Calculation (From Current Fee Tables).

D. Other Allowances And/Or Special Discounts.

		Subtotal D:	(
Delivery Date:		H. Total Purchase Price (A+B+C+D):	(

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: September 28, 2010

SUBJECT: Award Bid and Authorize the City Manager to Execute a Contract with Camino Construction, LP for Morgan Crossing Sanitary Sewer Rehabilitation in the Amount of \$92,403 and Establish a Project Budget in the Amount of \$110,000

STAFF RESOURCE: John Baumgartner, Director of Engineering

ACTION PROPOSED: Award Bid and Authorize the City Manager to execute a contract with Camino Construction, LP for Morgan Crossing Sanitary Sewer Rehabilitation in the amount of \$92,403 and establish a project budget in the amount of \$110,000

BACKGROUND

In March 2008, the developer of the Morgan Crossing subdivision completed the construction of streets and utility infrastructure for the development. Rodman Construction performed the work for these improvements. Recently, over two years later, the City of Allen discovered that many of the long sewer service laterals to individual properties along Stonewick Drive, Nestledown Drive, and Westfield Way were found sagging and/or had bends that would significantly reduce the functionality of those lines.

Since it was not required at the time to video tape service lines following construction, these issues were left previously undiscovered by the City until after the two-year Maintenance Bond for the construction had expired. The purpose of this project is to repair the remaining seventeen (17) long service laterals not previously repaired by the developer.

Bid 2010-8-234

Contractor	Calendar Days	Bid Amount
Camino Construction, LP	40	\$92,403.00
Champion Util. Construction, LLC	45	\$93,696.00
Jim Bowman Construction Co., LP	25	\$114,830.00

BUDGETARY IMPACT

The estimated project costs and funding for construction are illustrated in the following tables:

WA1006 – Morgan Crossing Sanitary Sewer Rehab Project Cost Estimate	
Description	Costs
Construction	\$92,403.00
Laboratory Testing	\$2,997.50
Contingency	\$14,599.50
TOTAL	\$110,000.00

WA1006 – Morgan Crossing Sanitary Sewer Rehab Project Funding	
Fund	Amount
WA9999 – Water Unallocated Funds	\$110,000.00

STAFF RECOMMENDATION

Staff recommends that Council award bid and authorize the City Manager to execute a contract with Camino Construction, LP for Morgan Crossing Sanitary Sewer Rehabilitation in the amount of \$92,403 and establish a project budget in the amount of \$110,000.

MOTION

I make a motion to award bid and authorize the City Manager to execute a contract with Camino Construction, LP for Morgan Crossing Sanitary Sewer Rehabilitation in the amount of \$92,403 and establish a project budget in the amount of \$110,000.

ATTACHMENT

Location Map
Standard Form of Agreement

LOCATION MAP
Morgan Crossing Sanitary Sewer Rehabilitation
(September 28, 2010)



Approx. Project Location

STANDARD FORM OF AGREEMENT

STATE OF TEXAS }

COUNTY OF COLLIN }

THIS AGREEMENT, made and entered into this 28th day of September, A.D. 2010, by and between The City of Allen, Texas, a municipal corporation, of the County of Collin and State of Texas, acting through Its City Manager

thereunto duly authorized so to do,
Party of the First Part, hereinafter termed OWNER, and Camino Construction, LP
1208 Metro Park Blvd

of the City of Lewisville, County of Denton and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

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

MORGAN CROSSING SANITARY SEWER SERVICE REHABILITATION
CIP No. WA1006
BID # 2010-8-234

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

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within 40 **calendar days** after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

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

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

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

CAMINO CONSTRUCTION, LP
Party of the Second Part (CONTRACTOR)

By: _____
Peter H. Vargas, City Manager

By: _____

Attest: _____
Shelley B. George, City Secretary

Attest: _____

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:	September 28, 2010
SUBJECT:	Authorize the City Manager to Execute a Contract with Polaris Library Systems in the Amount of \$70,761 for the Installation, Implementation, and First Year Maintenance of a Library Automation System and Establish a Project Budget of \$117,111
STAFF RESOURCE:	Jeff Timbs, Director of the Allen Public Library
PREVIOUS COUNCIL ACTION:	Project reviewed at City Council Workshop on August 24, 2010
BOARD/COMMISSION ACTION:	Project reviewed by the Library Advisory Board on August 3, 2010
ACTION PROPOSED:	Authorize the City Manager to Execute a Contract with Polaris Library Systems in the Amount of \$70,761 for the Installation, Implementation, and First Year Maintenance of a Library Automation System and Establish a Project Budget of \$117,111

BACKGROUND

In 1992, the City of Plano agreed to share its integrated library system with the City of Allen. The Dynix system was in use until 2001 when Plano upgraded to the Horizon system from the same vendor, which Allen also shared. Plano decided to migrate to its current Polaris system in 2007, and an interlocal agreement to share Polaris with Allen was executed in June 2007.

The agreement was for one year to be renewed annually for successive one year terms for a total period of five years. Either City could terminate the agreement early by providing at least thirty days written notice to the other City. Allen's initial cost for system access was \$93,190.07 in 2007. The City made subsequent payments to Plano of \$31,042.88 in 2008 and \$36,662.47 in 2009 for software licenses and hardware and system support.

On July 26, 2010, the Plano City Council decided to terminate the interlocal agreement to share Plano's automation system with Allen as well as the agreement to share Plano's courier service to transfer library materials between the two cities. Both agreements will end by January 31, 2011.

The City will pay pro-rated Polaris costs of \$15,227.85 (\$9609.36 for hardware and system support from the IT departmental operating budget and \$5618.49 for software licenses from the Library departmental operating budget) to Plano for the period from August 2010 through January 2011 from funds already budgeted for FY 2011.

The Library director recommended to the Council at its August 24 workshop to contract with Polaris Library Systems to install and implement an independent automation system similar to the one currently shared with Plano. The factors influencing this recommendation included: ability to meet the imposed deadline, cost of ownership, current functionality, scalability for future growth, three years of patron and staff familiarity, and the company's excellent reputation for customer service and technical support among library professionals.

The proposed contract utilizes the terms of the City of DeSoto's existing contract with Polaris awarded in 2009 as the result of a competitive bidding process. Allen has had an interlocal cooperative purchasing agreement in effect with DeSoto since 2006, approved as Resolution #2496-3-06(R).

The implementation process will begin upon contract execution and require approximately four months, including hardware and software installation, system implementation, staff training, and migration of existing Allen patron and collection data from the Plano Public Library database to the new Allen Public Library database. The live date, on which the system will be operational to conduct normal library functions, will be in January 2011.

The City's contract will be for a one year initial term commencing from the live date, renewing automatically for successive one year periods unless the City provides Polaris ninety days notice prior to the end of the term in effect at that time. Project costs are as follows:

Polaris Library Automation System Costs	
Software Licenses, Implementation, and Database Services	\$55,950
Annual Software Maintenance and System Support*	\$14,811
Server Hardware and Software	\$46,350
Total	\$117,111

*Future maintenance and support costs will be determined annually prior to renewal.

BUDGETARY IMPACT

It is anticipated that the following funds will be used to cover the cost of this project:

Polaris Library Automation System Project Funding	
Note: Grant Funds to be Used for Polaris Software, Services, and Annual Maintenance; City Funds to be Used for Server Hardware and Software	
Collin County Libraries Assistance Grant	\$58,486
Loan Star Libraries Grant	\$12,275
IT Department Operating Budget*	\$23,390
Replacement Funds	\$22,960
Total	\$117,111

*These funds were already budgeted to cover the City's costs related to the Interlocal Agreement with Plano for use of their Polaris system. This amount is the balance available after paying the pro-rated amount to Plano through January 2011.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute a contract with Polaris Library Systems in the amount of \$70,761 for the installation, implementation, and first year maintenance of a library automation system and establish a project budget of \$117,111.

MOTION

I make a motion to authorize the City Manager to execute a contract with Polaris Library Systems in the amount of \$70,761 for the installation, implementation, and first year maintenance of a library automation system and establish a project budget of \$117,111.

ATTACHMENT

Polaris Contract



CONTRACT

SEPTEMBER 22nd, 2010

**City of Allen,
Allen, TX**

**Polaris Library Systems
PO BOX 4903 • SYRACUSE, NY 13221-4903
1-800-272-3414 • FAX 1-315-457-5883 •
<http://www.polarislibrary.com>**



THIS AGREEMENT, is made between GIS Information Systems., Inc. doing business as Polaris Library Systems, a wholly owned subsidiary of PLS Solutions, Inc. a New York corporation, with its principal place of business at 103 Commerce Boulevard, Liverpool, New York (herein after referred to as "Polaris"), and the City of Allen, 305 Century Parkway, Allen, TX 75013 (hereinafter referred to as "CITY"), for and on behalf of the Allen Public Library.

WITNESSETH:

WHEREAS, Polaris has developed a computerized system (hereinafter referred to as "Polaris ILS"®) consisting of hardware and software and related services, and the CITY intends to purchase and/or license such software and related services at its location(s);

NOW, THEREFORE the parties mutually agree as follows:

1. Definitions

- 1.1. "Software" is defined as the integrated library system computer programs that are proprietary to Polaris, including, but not limited to, (a) the integrated library system software in the system server(s), and (b) the client software resident in the workstation(s). The Software is listed in Schedule C and includes all corrections, modifications and updates thereof.
- 1.2. "Software Materials" is defined as any machine readable or printed material, including but not limited to documentation stored on CD, On-Line Help files and hard-copy guides, which are designated by Polaris as available under license to libraries who have licensed the program to which those materials relate.
- 1.3. "Services" is defined as all services provided by Polaris, including but not limited to Data Migration, Installation and Training, as identified in the Schedules attached herein.
- 1.4. "Live Date" is defined as the day on which the CITY uses the System in a live, production mode for normal daily business, including searching the public access catalog and circulating materials. Warranty on software and subscription service costs are measured from this date.
- 1.5. "System" is defined as the total complement of Software and Services as sold to the CITY by Polaris under this Agreement and which is installed at the CITY location(s) noted herein. For the purposes of this Agreement, components supplied by any party other than Polaris shall not be considered as part of the "System".
- 1.6. "Third Party Software" means the object code of the software, including Software Materials and updates, that is owned by an entity other than Polaris and which is sublicensed by Polaris to the CITY pursuant to the conditions of this Agreement.

2. Furnishing of Deliverables

Based on the statistics in Schedule A, which the CITY agrees are reasonably correct as of the date of this Agreement, and subject to any special conditions appended in Schedule G, Additional Considerations, Polaris will provide deliverables detailed in the following Schedules at the fees indicated in said Schedules:

Schedule B:	Database Services
Schedule C:	Polaris ILS Software Licenses
Schedule D:	Services
Schedule E:	Software Maintenance and System Support
Schedule F:	Payment Schedule
Schedule G:	Additional Considerations

3. Installation Schedule

- 3.1. Following the signing of this Agreement, the CITY and Polaris will develop a mutually agreeable Implementation Plan which shall include, but not be limited to, identification of all required tasks, a timeline of all required tasks, an indication of which party is responsible for completion of each task, and expected duration of each task. Upon completion of installation and implementation, pursuant



to Article 1.4. herein, both parties shall mutually agree to a Live Date.

4. Term and Termination

- 4.1. This Agreement is effective upon final signature and for an initial term ending one year from the Live Date. It shall then be renewed automatically for one-year periods unless the CITY notifies Polaris of its intention not to renew at least ninety (90) days prior to the expiration of the original or any extended term.
- 4.2. If either party is considered to be in material breach of any of the terms and conditions of this Agreement, the aggrieved party shall give written notice thereof, including a reasonably detailed statement of the nature of such alleged breach, to the other party. The party considered to be in breach of this Agreement will have thirty (30) days after notice is received to cure such breach, or, if the breach cannot reasonably be cured within thirty (30) days, the party shall provide a written estimate of the time needed to cure such breach, shall commence to cure such breach within ten (10) days of notice from the aggrieved party and shall diligently continue to prosecute such cure to completion. If the party considered to be in breach fails to cure, commence to cure in timely manner, or diligently prosecute such cure to completion, the aggrieved party, at its option, shall be entitled to terminate this Agreement or suspend its performance under the Agreement for as long as the breach remains uncorrected, and avail itself of any and all remedies available under this Agreement, at law or in equity.
- 4.3. In the event either party becomes insolvent or voluntarily or involuntarily bankrupt or a receiver, assignee or other liquidating officer is appointed for all or substantially all of the business of either party, or if either party makes an assignment for the benefit of creditors, then the other party, at its option may immediately terminate this Agreement by notice to the offending party to that effect. In no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise, and any such assignment or attempted assignment shall be void and in no event shall this Agreement or any rights or privileges hereunder be an asset of either party under any bankruptcy, insolvency or reorganization proceedings.
- 4.4. Subject to the conditions of Article 4.2, if this Agreement is suspended or terminated by the CITY, whether for cause or convenience, then, effective upon the date of suspension or termination, the CITY shall be relieved of further payment obligations, and shall be liable for payment only for those goods and Services satisfactorily received prior to the date of suspension or termination. If the Agreement is terminated, any pre-paid maintenance fees shall be refunded to the CITY to the date of termination on a pro-rated basis. If the Agreement is mutually reinstated, then the CITY shall reassume its payment obligations.

5. Return or Destruction of Licensed Software

If this Agreement is terminated, whether for cause or convenience, and the right to continued use of the Software and Software Materials under the conditions set forth herein is withdrawn, then all Software and Software Materials must be returned to Polaris, or if so requested in writing by Polaris, destroyed. Within one (1) month after the date of cessation or termination of any license granted hereunder, the CITY will furnish to Polaris if requested, a certification that through the CITY's best efforts and to the best of the CITY's knowledge, the original and all copies of the Software and Software Materials received from Polaris or made in connection with such license have been returned or destroyed. This requirement will apply to all copies in any form, including translations, whether partial or complete, and whether or not modified or merged into other Software Materials as authorized herein.

6. Payment

- 6.1. Fees enumerated in Schedules B through E are summarized in Schedule F herein. Unless specified elsewhere in this Agreement, unit costs for Polaris Software and Services will be held at the quoted rate(s) for 1 year from the execution of this Agreement. Costs for additional Third Party software, hardware and services are subject to change and will be quoted at the then current rate.
- 6.2. Payment for all deliverables shall be made in accordance with the terms set forth in Schedule F herein.



- 6.3. Payment in full on all invoices is due according to the terms of this contract or within 30 days of the invoice date, whichever date is later. Within twenty (20) days of receipt of the invoice, the CITY may serve Polaris with written notice disputing any charge.
- 6.4. In the event that payment is not made in full according to the specified terms, a service charge will be added to the undisputed balance after deducting all payments and credits. For any payment considered past due and undisputed by the CITY, the CITY agrees to pay interest at 1% per month (effective annual rate of 12%) on the unpaid balance or the highest rate permitted by law, whichever is less.
- 6.5. In the event the Live Date is other than the first day of the month, maintenance and subscription service fees will be pro-rated accordingly. Subscription service fees are subject to change annually, such change commencing one (1) year from the Live Date and effective upon one hundred and twenty (120) days written notice to the CITY. Maintenance fees are subject to change annually, such change commencing one (1) year from the Live Date and effective upon one hundred and twenty (120) days written notice to the CITY. If the charge for any service provided under this Agreement is increased by Polaris, the CITY may, with ninety (90) days prior written notice, terminate this agreement upon the effective date of such increase. Otherwise the new charges will become effective upon the date specified in the notice.
- 6.7. Polaris reserves the right to offer new goods and/or services at any time during the initial or extended term of this Agreement. Where such goods and/or services involve a one-time and/or an ongoing fee, Polaris shall provide the CITY with ninety (90) days written notice of any such offer.
- 6.7. For Polaris Software purchased after the execution date of this Agreement but prior to the Live Date, a one year warranty will be provided. For Polaris Software purchased after the Live Date of this Agreement, maintenance charges will commence upon the installation date of the Software.

7. Licenses

- 7.1 Polaris and the CITY agree that the following terms and conditions will apply to any CITY order for Polaris licensed Software programs and Software Materials that is accepted by Polaris. Polaris will (1) furnish such licensed Software and Software Materials to the CITY; (2) grant to the CITY a non-transferable, non-exclusive, and non-sublicenseable license to use the Software and Software Materials; (3) provide Software Service and maintenance, as described herein.
- 7.2. Each license granted under this Agreement authorizes use of the licensed Software and Software Materials by the CITY(s) specified herein. The CITY may not rent, lease or provide access to the Software to any other entity, or use the Software as part of a commercial time-sharing, subscription bureau or service bureau operation.
- 7.3. All licensed Software, including any subsequent updates purchased and any part thereof, may only be used on the system server(s) or hardware configuration purchased from, or authorized by, Polaris, and in such quantities as may be determined under Schedule C herein. Polaris ILS server Software may be run on one Production server and on one or more Training servers. The client Software is for the use of the CITY with no implied rights to distribute beyond reasonable use for CITY functions. Following Polaris' written authorization, all licensed Software may be copied, in whole or in part, only for use on the system server(s) or specified hardware configuration.
- 7.4. No title to or ownership of the Software or Software Materials is transferred to the CITY, and they remain the proprietary property of the owning entity.
- 7.5. The CITY shall not allow the Software, Third Party Software or any portion thereof to be reverse compiled, disassembled, or in any way altered. The CITY shall not modify any licensed Software or Third Party Software in machine-readable form nor merge such Software or Third Party Software with other Software programs. The CITY may customize Software Materials and on-line help files, but Polaris disclaims any responsibility for their maintenance.
- 7.6. The CITY must notify Polaris of the CITY's intention to change the designation of the location at which licensed Software is to be used. The change of designation will be effective upon the date set



forth in the notice confirming the change in designated location furnished to the CITY by Polaris.

- 7.7. Polaris may terminate all proprietary licenses granted hereunder and require return of the Software and Software Materials upon written notice to the CITY if the CITY fails to comply with these terms and conditions.

8. The CITY's Responsibilities

- 8.1. The CITY acknowledges the network and workstation requirements set forth under Section 2, Schedule G herein, and will assume responsibility for purchasing, installing, configuring and maintaining all other hardware components necessary, including but not limited to:

- Production Server (minimum specifications listed under Schedule G herein)
- Test/Training Server (minimum specifications listed under Schedule G herein)
- Phone Services Server (minimum specifications listed under Schedule G herein)
- Domain Controller (minimum specifications listed under Schedule G herein)
- Firewall
- network components,
- PC Workstations,
- Scanners,
- Printers,
- Uninterruptible Power Supplies,
- cables,

except where such components are sold by Polaris as a part of this Agreement. The CITY will also assume responsibility for determining, in consultation with Polaris, the viability of existing hardware components in conjunction with the System.

- 8.2. The CITY will provide a staff member as system administrator. If appropriate, based on the size and complexity of the system, a second staff member should be designated as PC/network administrator. Experience with Windows Server 2003/2008 and SQL is an advantage but not a requirement. The following are areas in which the staff member (s) will be expected to be knowledgeable:

- Installation, booting and basic troubleshooting of Windows 2003/2008
- Fault tolerance and backup/recovery
- Security, user/group management
- Server management, licensing, registry management, remote access
- Network configuration/management in a TCP/IP environment (WINS,DNS,DHCP)
- Server-based tools for Win9x and NTWS
- Network Client Administration

At a minimum, the CITY shall designate these two (2) key personnel for special training (System Administration) in the use of the System. Should either assignment change, the CITY shall promptly inform Polaris. Training will be scheduled as mutually agreed by both parties. The key personnel shall be Polaris' sole point(s) of contact with the CITY following execution of this Agreement.

- 8.3. The CITY will accept responsibility for all server operations, including, but not limited to, regularly scheduled backups, server configuration updates, system software upgrades subject to Polaris' agreement, installation and maintenance of current service packs and security patches, Software updates pursuant to Article 8.5., and all costs associated with said requirements. Polaris assumes no liability for data loss and/or unsatisfactory system performance as a direct result of the failure of the CITY to administer the server operations noted above. Failure by the CITY to administer said server operations may result in written notice from Polaris to limit, or withhold, its maintenance Services if, following a thirty (30) day cure period, the CITY, in Polaris' reasonable opinion, is unable to provide a satisfactory performance level for server operations. Written notice shall identify all alleged deficiencies in server operations. Polaris shall resume its maintenance service when, in Polaris' reasonable opinion, server operations are resumed to a satisfactory performance level. Polaris' approval will not unreasonably be withheld.

- 8.4. The CITY will provide Polaris with reliable and immediate remote access to the Polaris ILS. This access must be sufficient, in Polaris' sole opinion, to satisfy the implementation and on-going performance requirements, the warranties and the conditions for Software Maintenance and System Support set forth under this Agreement. At its sole discretion, the CITY may provide Polaris with access to Third Party hardware components in the event one or more of those components adversely



affect the performance of the Polaris ILS. Access should be provided via the Internet through Port 3389 on the CITY's firewall. Failure by the CITY to provide minimal access via the Internet may result in unresolved performance issues and may void Polaris' obligations with respect to on-going performance requirements and warranties. The CITY's failure in this regard should not be considered just cause for delaying the setting of a Live Date, as specified in article 1.4 herein.

- 8.5. With the exception of the services provided under Schedule D Services, Section 2, the CITY will accept responsibility for the installation, performance and maintenance of all Third Party hardware/software components on the Polaris ILS that are not supplied by Polaris under this Agreement.
- 8.6. During the implementation process, the CITY will provide Polaris with reliable remote access to their current system to facilitate the extraction of the CITY's data, pursuant to the services provided under Schedule B herein.
- 8.7. The CITY will accept responsibility for the data concerning the CITY's system profile and system parameters that it has provided to Polaris based on guidelines for the profile and parameters set by Polaris. Polaris agrees to provide prompt written notice of any material discrepancy of which it becomes aware between data provided by the CITY and data required for effective functioning of the Software.

9. Site Preparation

It is understood and agreed that the aforesaid fees do not include any site preparation or installation costs except as described in Schedule D, Services. The CITY shall, at its own expense, prepare the site to house the hardware in accordance with the installation specifications presented in Polaris' Proposal or supplied to the CITY immediately following contract signing. Pursuant to those specifications, the CITY shall provide suitable electric service for operation of the hardware and a reliable connection to the network via the Internet. The CITY is also solely responsible for preparing an environment free of any and all impediments, including, but not limited to, asbestos, hazardous materials, and/or hazardous conditions, that may interfere with Polaris' ability to perform a successful and timely installation of the System components. Site preparation shall be completed by the CITY within forty-five (45) days of contract signing.

10. Privacy of Data

Polaris agrees not to use patron details such as names, addresses, etc., for any purpose other than providing requested service to the CITY and agrees not to transmit CITY data to any third party, except as requested by the CITY.

11. Protection and Security

- 11.1. The CITY will take appropriate action, by instruction, Agreement or otherwise, with any persons permitted access to licensed Software so as to enable the CITY to satisfy its obligations under Article 7 herein.
- 11.2. All licensed Software Materials contain Polaris proprietary information, use of which is limited by the licenses granted in this Agreement. The CITY will not disclose or otherwise make available, except as required by law, any licensed Software Materials in any form to any third party except to the CITY's employees, or to agents directly concerned with licensed use of the program. Subject to the limitations of this article, the CITY may make additional copies of the Software Materials.

12. Warranty

- 12.1. Polaris warrants that Polaris has the right to license the Software listed in Schedule C, Polaris ILS Software Licenses hereunder. Polaris further warrants that the Software will perform substantially in accordance with the Software Materials in effect when shipped to the CITY. Polaris agrees to make reasonable efforts to correct all reproducible material errors in the Software and discrepancies between the Software Materials and the actual Software performance, contingent upon the CITY advising Polaris of such errors within one (1) year from the Live Date and thereafter when Software Maintenance and System Support is in effect. Polaris disclaims any responsibility for the use or function of the Software beyond the parameters set forth in the Software Materials. Pursuant to, but not limited by, Paragraph 12.2 herein, Polaris does not warrant that the operation of the licensed



program will be uninterrupted or error-free or that all program defects will be corrected. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Polaris does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY OTHER TYPE WHETHER EXPRESSED OR IMPLIED, WRITTEN OR ORAL.

12.2. Pursuant to Article 8.5 herein, Polaris disclaims any responsibility for correcting any adverse effects on either the performance or operation of the Polaris ILS, or on the individual components of said System, as a result of the CITY's use of (a) third party hardware or software, and/or (b) databases and networks external to the Polaris ILS, in conjunction with the Polaris ILS, except where such third party hardware or software has been approved by Polaris in writing prior to the installation of the Polaris ILS, or has been provided by a Polaris business partner. Polaris may provide consultation Services or diagnostic support relating to the CITY's use of such third party hardware and software, external databases and networks, and shall reserve the right to charge, at the rate of \$200 per hour with a minimum \$400 charge. Assistance by Polaris staff in the re-building of server due to virus or "hacker" intrusion will be billed at \$500 per server.

13. Software Maintenance and System Support

13.1. Telephone support and general release updates for the Software will be provided as part of the annual Software Maintenance fee. Service coverage and limitations are set forth below.

13.2 Telephone diagnostic service is available during the following hours: 8:30am - 8:00pm, Eastern Standard Time, Monday through Friday, excluding standard Polaris holidays. From 8:30-5:00pm Eastern Standard Time customers will be able to call Customer Support and reach their Site Manager or Technical Support Specialist. From 5:00pm-8:00pm Eastern Standard Time customers will reach the Site Manager or Technical Support Specialist working at Polaris headquarters that night. At 8:00pm the phones will be transferred to the answering service. Emergency referrals from Polaris' Operations Center to on-call personnel will be available 24 hours per day, 7 days per week. Emergency assistance is limited to work in correcting problems which impact critical functionality of the System. Software service calls that cannot be solved immediately will be referred to specialists within the Operations Center.

13.3 Software maintenance covers:

- trouble-shooting of any Polaris ILS Software related problem;
- provision of updates to the latest version of the Polaris ILS Software within regular support hours as noted under 13.2;
- support for SQL Reports interface with Polaris ILS Software;

13.4 Service limitations:

13.4.1 no on-site Software support service is included under this Agreement. Any on-site service requested by the CITY will be provided at Polaris' per-call rates and terms then in effect.

13.4.2 Software support service does not include:

- server operating systems;
- client operating systems;
- third party PC software;
- network/communications software;
- web server/browser software (except where supplied by Polaris);
- PC trouble-shooting;
- virus protection, detection or removal; or repair of damage incurred through the infection of a virus;

13.4.3 The following conditions are not covered as part of the Software Maintenance and System Support service:

- fault or negligence on the part of the CITY;
- failure of third party hardware/software;
- operator error that deviates from standard operating procedures as described in the Software Materials;



- data loss and/or corruption as a result of any Hardware failure

At Polaris' sole discretion, services performed beyond the scope of those services listed in 13.3 above, or beyond the limitations listed in 13.4 above, may be billable at the rate of \$200 an hour, with a minimum \$400 charge.

- 13.5 Software updates will be made available periodically. Polaris shall have full discretion as to the timing and content of Software updates during the term of this Agreement. Failure to release Software updates during any specific term does not constitute default on the part of Polaris because of the continuation of the right to use telephone support and other support-related Services. Given the complexity of the library automation environment, including such factors as evolving standards, developmental tools, and market demands, Polaris reserves the right to modify its development plan for future releases for the best interests of its current customers, its organization (from a support perspective) and future marketability.
- 13.6 Polaris and the CITY will mutually agree upon a schedule for implementing Software updates. For any agreed-upon schedule outside of Polaris' regular business hours, Polaris reserves the right to charge at the then current rate(s). Polaris will assume responsibility for updates to the server(s). The CITY will assume responsibility for updates to the client workstations. All mandatory Software updates must be installed within one (1) year of their release to insure proper program performance and continued support. In conjunction with Article 8.3 herein, failure by the CITY to install Software updates on the client workstations within the agreed time frame may result in the termination of program service and maintenance, or in the increase of program service and maintenance fees where appropriate.
- 13.7 Each type of program service and maintenance specified will be available unless discontinued by Polaris upon one hundred and eighty (180) days written notice.
- 13.8 Polaris reserves the right to charge at \$200 per hour with a minimum \$400 charge for any additional effort that results from providing Services for a licensed program altered by the CITY.

14. Patent and Copyright

- 14.1. Polaris will defend the CITY against any claim that licensed Software and/or Software Materials furnished and used within the scope of the license granted herein infringe a U.S. patent or copyright and Polaris will pay resulting costs, damages and attorney fees finally awarded, provided that: (a) the CITY promptly notifies Polaris in writing of the claim, and (b) Polaris has sole control of the defense and all related settlement negotiations.
- 14.2. If such claim has occurred, or in Polaris' opinion is likely to occur, the CITY agrees to permit Polaris at its option at no additional expense to the CITY either to procure for the CITY the right to continue using the licensed Software and/or Software Materials, or to replace or modify the same so that they become non-infringing. If neither of the foregoing alternatives is reasonably available, the CITY agrees on one (1) month's written notice from Polaris to return or destroy all copies of the licensed Software and/or Software Materials received from Polaris and all copies thereof, and to receive a refund for any monies paid for said licensed Software and/or Software Materials, exclusive of any periodic maintenance fees.
- 14.3. Polaris shall have no obligation to defend the CITY or to pay costs, damages, or attorney's fees for any claim based upon the CITY's use of licensed Software that has been altered by the CITY without Polaris' express permission and in direct breach of Article 7.5. herein.
- 14.4. The foregoing states the entire obligation of Polaris with respect to infringement of patents or copyrights.

15. Limitation of Remedies

- 15.1. For any claim concerning performance or non-performance by Polaris pursuant to or in anyway related to the subject matter of this Agreement and any supplement hereto, the CITY shall be entitled to recover actual damages to the limits set forth in this section. No action, regardless of form, arising out of this Agreement, may be brought by either party more than four (4) years after the cause of action has arisen.



- 15.2. For any action brought within two (2) years of the execution of this Agreement, Polaris' maximum aggregate liability, whether for breach of contract, breach of warranty or in tort, including negligence, will be limited to a maximum of all monies paid to date of action, exclusive of any subscription fees.
- 15.3. For any action brought more than two (2) years but less than five (5) years from the execution of this Agreement, Polaris' maximum aggregate liability, whether for breach of contract, breach of warranty or in tort, including negligence, will be limited to a maximum of all monies paid for the Software, exclusive of any maintenance and subscription fees.
- 15.4. For any action brought more than five (5) years from the execution of this Agreement, Polaris' maximum aggregate liability, whether for breach of contract, breach of warranty or in tort, including negligence, will be limited to a maximum of all monies paid in the year in which the action was brought.
- 15.5. This limitation of liability will not apply to Articles 14 and 25 herein, or to claims for personal injury to the extent caused in whole or in part by Polaris' negligence.
- 15.6. IN NO EVENT WILL POLARIS BE LIABLE FOR ANY DAMAGES ARISING FROM THE USE, OPERATION, OR MODIFICATION OF THE SYSTEM BY THE CITY, OR FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF POLARIS HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES.
16. **Waiver of rights**
The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.
17. **Severability**
If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.
18. **Headings**
The headings of the various Paragraphs and Subparagraphs herein are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.
19. **Governing Law**
This Agreement shall be subject to all applicable laws of the Federal Government of the United States of America and governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue shall be in the state district court of Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court. The prevailing party under in any action brought under this Agreement shall be entitled to reasonable attorney fees and costs as awarded by the court including any action at the appellate level.
20. **Left Blank**
21. **Assignments**
Both parties agree that no sublicensing, or assignment of their rights or interest, nor delegation of their duties under this Agreement shall be made or become effective without the prior written consent of the other party. Any attempted sublicensing, assignment or delegation without prior written consent shall be wholly void and ineffective for all purposes.
22. **Taxes not included**
The charges shown on this Agreement do not reflect applicable state and local taxes that may be added to the amounts shown at the time of invoicing.
23. **Whole Agreement**
This Agreement constitutes the entire Agreement between the parties and supersedes all proposals,

presentations, representations, and communications, whether oral or in writing, between the parties on this subject. Neither party shall be bound by any warranty, statement, nor representation not contained herein. The signatories acknowledge reading and agree to comply with all terms and conditions.

24. Force Majeure

Any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, provided that the delayed party has taken reasonable measures to notify the other of the delay in writing. The delayed party's time for performance shall be deemed to be extended for a period mutually agreeable to both parties. Conditions beyond a party's reasonable control include, but are not limited to, natural disasters, acts of government after the date of the Agreement, power failure, fire, flood, acts of God, labor disputes, riots, acts of war and epidemics. Failure of subcontractors and inability to obtain materials shall not be considered a condition beyond a party's reasonable control. This provision does not relieve the CITY of its obligation to make payments then owing.

25. Indemnification

POLARIS AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY AND ITS AGENTS, OFFICIALS AND EMPLOYEES FROM ANY LIABILITY, CLAIM OR INJURY, RELATED TO OR CAUSED BY FAULT OR NEGLIGENCE OF POLARIS EMPLOYEES OR SUBCONTRACTORS.

26. Amendments

Amendments and modifications to all, or any part, of the Agreement and to the appendices and referenced attachments, may be made, and shall be binding, only if in writing and signed by duly authorized representatives of both parties.

27. Funding

CITY represents that funding has been appropriated sufficient to purchase the deliverables set forth in the Schedules attached to this Agreement.

28. Proprietary Information

The parties to this Agreement understand and agree that in the performance of work or services under this Agreement, or in contemplation thereof, either party may have access to private or confidential information which may be owned or controlled by the other party, and that such information may contain proprietary details, disclosures, or sensitive information which disclosure to, or use by, a third party will be damaging or illegal. Both parties agree that all information, disclosed by one party to the other, which is in written form and which is marked confidential, shall be held in confidence and used only in performance of services under this Agreement, except as otherwise provided by law. Both parties shall exercise the same standard of care to protect such information as is used to protect their own proprietary data.

29. Ownership of Data

Polaris acknowledges the CITY's ownership of the various databases installed upon the System. Upon termination of this Agreement by either party, or upon conclusion of the Agreement term, Polaris agrees to assist the CITY in extracting all CITY-owned data from the System. Such assistance shall include personnel time and Polaris' best efforts, provision of documentation regarding the format and contents of the extracted data, verification that extracted data is complete and in a form suitable for use by the CITY, and other assistance necessary for the extraction of data. Such assistance shall be provided by Polaris at no charge to the CITY if termination of this Agreement by the CITY comes as a direct result of a breach, by Polaris, of any of the terms and conditions set forth herein; in all other circumstances concerning termination, Polaris shall be entitled to charge the CITY at its then current rates for data extraction services, including any actual expenses for travel to CITY. The data shall include all contents of all files created, maintained, and owned by the CITY, including all bibliographic data, holdings data, patron data, in-process transaction data associated with circulation control, cataloging, acquisitions, serials control, and any other activity or subsystem in use by the CITY. Wherever standards such as MARC exist for the format of that data, Polaris will furnish such data in the standard format. Appropriate documentation shall be provided. These Services will not be delayed or withheld by Polaris in the event of any legal proceeding initiated by either party.



30. Insurance

- (a) Polaris shall during the term hereof maintain in full force and effect the following insurance: (1) policy of automobile liability insurance covering any vehicles owned and/or operated by Polaris its officers, agents, and employees, and used in the performance of this Agreement with a minimum of \$1 Million Dollars combined single limit.; and (2) statutory Worker's Compensation Insurance covering all 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, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance evidencing the required insurance shall be submitted prior to commencement of services.

IN WITNESS WHEREOF the parties have duly executed and delivered this Agreement, which shall inure to the benefit of and be binding upon the successors of the respective parties, as of the last date indicated below.

ACCEPTED FOR THE CITY

By: _____

Title: _____

Date: _____

ACCEPTED FOR POLARIS LIBRARY SYSTEMS.

By: _____

Title: President, Polaris Library Systems.

Date: _____

APPROVED AS TO FORM FOR POLARIS LIBRARY SYSTEMS

By: _____

Title: Manager, Contracts and Proposals

Date: _____

Schedule A
Library Statistics

1.	Estimated number of Patron Records	55,000 (est)
2.	Estimated number of Item Records	130,000 (est)
3.	Estimated number of Bibliographic (MARC) Records	115,000 (est)
4.	Estimated number of Authority Records	N/K
5.	Items Issued Annually	726,014
6.	Staff Client Licenses	31

7. Name and address for central server location:

City of Allen
305 Century Parkway
Allen, TX 75013

8. Other Locations:

Allen Public Library
300 North Allen Drive
Allen, TX 75013

**Schedule B
Database Services**

1. Data Migration

Source: Polaris Plano PL Database

Total Cost

Data Extraction from Plano database	\$5,000
Data Load (Production and Training)	\$3,900
Implementation Services	\$8,700

Total - Database Services	\$17,600
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Schedule C
Polaris ILS Software Licenses

Pursuant to Paragraph 12.1 herein and subject to the terms and conditions of this Agreement, Polaris will grant non-transferable and non-exclusive licenses for the following Software for use by the CITY.

	<u>Total Cost</u>
1. <u>Polaris ILS server Software</u> <i>Includes: Polaris ILS Database, Z39.50 Server, SMTP for email notification, Remote Patron Authentication, System Administration, System Reports.</i> <ul style="list-style-type: none">• 31 Staff Client Licenses• Unlimited PAC access• 1 SimplyReports License	\$15,000
2. <u>Children's interface to PAC</u>	N/C
3. <u>Spanish language interface to PAC</u>	\$1,000
4. <u>Mobile PAC</u>	N/C
5. <u>Self-Check interface to 3rd party Self-Check units x 2</u>	\$1,000
6. <u>Collection Agency interface to Unique Management</u>	\$1,200
7. <u>EDI for Acquisitions Setup/Training - Baker & Taylor</u>	\$1,000
8. <u>Phone Services - Outbound only x 1 line</u> inc. 1 Polaris Staff Access license	\$6,000
9. <u>eCommerce for Staff Licenses x 3</u> Includes 1 x Card-Swipe unit	\$1,750
10. <u>Polaris ILS Software Materials</u> - Complete set of Polaris ILS documentation on a CD	N/C

Total - Polaris ILS Software Licenses	\$26,950
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**Schedule D
Services****1. Training****Overview**

Polaris shall provide services involving project consultation and training. These services shall include, but are not limited to:

- Assigning an Implementation Manager whose role will be to work in conjunction with the Allen Public Library during the implementation phase of the contract.
- Providing trainers to instruct the Allen Public Library on the operation of the Polaris ILS application/system administration consistent with the provisions set forth below.

Training Philosophy and Fees

Train-the-Trainer Approach: Polaris's approach to training is to thoroughly train a core group (numbers indicated below) at the customer site. This core group will receive in-depth training on the various subsystems. This core group will, in turn, train the remainder of the Allen Public Library staff. System Administration training is offered as a modified one-day session on-site.

Prerequisites: Prior familiarity with Windows Vista and/or XP Professional is required for all trainees. Up to ten (10) trainees allowed at each training session. Additional charges apply for additional trainees up to a maximum of 15. Training materials will be provided for each session. Additional training days can be contracted for at a cost of \$1,800 per trainer per day including expenses. Training should take place in a room away from public areas and have the capacity to hold the number of trainees and the Polaris trainer. It is strongly recommended that each trainee have the use of an Allen Public Library workstation with the Polaris ILS Staff client software installed.

Implementation Manager site visit and on-site training will be charged in whole days at \$1,800 a day for each Polaris staff member, all expenses included.

Polaris ILS Application Training/Consultation:

4 Days On-Site training covering the following subsystems (including expenses) \$7,200

(To occur after system installation and initial database load)

Up to ten (10) trainees allowed per session.

- PAC
- Cataloging
- Circulation
- Acquisitions

Polaris ILS Application Training/Consultation:

2 Days Webinar training covering the following: \$2,000

- PAC Customization

Polaris ILS System Administration:

1 Day On-Site training covering the following (includes expenses) \$2,150

- Polaris ILS System Administration Interface (Prerequisite: Windows 2003/2008 Operations)

SA training must be held in conjunction with other training days.

Additional Functionality Training

SimplyReports training via downloadable video N/C

Sub-Total: Training Services**\$11,350**

(includes all Polaris personnel expenses)

**Schedule D
Services - continued**

Optional Service

- additional days follow-up training/consultation @1,800 per day inc. expenses (minimum 2 days)
- workflow analysis/consultation @2,150 per day inc. expenses (minimum 2 days)
- Go-Live assistance at \$1,800 a day inc. expenses (minimum 2 days)
- On-site Basic SQL and Report Writing - 2 days @1,800 a day inc. expenses

A maximum of ten (10) trainees allowed per session. Additional charges apply for additional trainees. In no case shall the number of attendees in any session exceed 15 people, as the quality of training is negatively affected beyond this class size.

Training must be scheduled such that a minimum of two training days occur in any calendar week (Monday-Friday)

2. Installation

- 2.1 The installation fee for server hardware and Software covers the integration, configuration, and installation of all server software, the staging of all server hardware, and the on-site integration of the server hardware. Said services will be performed on-site by Polaris technicians at the rates set forth below. Any additional days that are required on-site as a result of the failure of non-Polaris equipment will be charged at \$2,150 a day including expenses. The CITY will be responsible for the physical installation of the servers.

- | | |
|-------------------------|-------|
| - Production server | \$750 |
| - Test/Training server | \$500 |
| - Phone Services server | \$500 |

On-site integration of servers (includes travel expenses)	\$4,300
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Sub-Total: Installation Polaris ILS servers & server software	\$6,050
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**Schedule D
Services - continued**

3. Subscription Services

Polaris is a reseller for Syndetic Solutions, which offers enriched content for display in the PAC, including tables of contents, first chapters, full color cover images, reviews, etc. Pricing for Syndetic Solutions is an annual subscription, based on annual circulation statistics. Price increases may occur on an annual basis, at the time of subscription renewal. The Allen Public Library's reported annual circulation is 726,014. Based on this figure, the first-year annual subscription would be set as follows (the CITY may de-select elements as required to the minimum annual rate of \$550):

Component	Annual Cost
Table of Contents	Not Selected - Optional
Fiction and Biography Profiles	Not Selected - Optional
Find Similar Titles (must also buy Fiction Profile)	Not Selected - Optional
Series Information	\$348
Awards	Not Selected - Optional
Summaries	\$348
Cover Images	\$421
First Chapters/Excerpts	Not Selected - Optional
Author Notes	Not Selected - Optional
PW Review (includes Criticas Review)	Not Selected - Optional
LJ Review	\$348
SLJ Review	Not Selected - Optional
Choice Review	Not Selected - Optional
Booklist Review	Not Selected - Optional
Horn Book Review	Not Selected - Optional
Spanish	Not Selected - Optional
German	Not Selected - Optional
Video & Music 1	\$421
Total: Annual Subscription Fee	\$1,886

Polaris ZMARC Cataloging Record Subscriptions

Description	Annual Cost
ZMARC Authority x 1 license	\$650
Total: Annual Subscription Fee	\$650

Schedule E
Software Maintenance and System Support

1. Pursuant to Article 13 herein, the following software maintenance fees will apply:

<u>Software Maintenance Fees:</u>		<u>Annual</u>
1.	Polaris ILS server, client and SimplyReports Software	\$9,435
2.	Children's interface to PAC	N/C
3.	Spanish language interface to PAC	\$180
4.	Mobile PAC	\$500
5.	Self-Check interface x 2	\$180
6.	Collection Agency interface	\$200
7.	EDI for Acquisitions - Baker & Taylor	\$250
8.	Phone Services - Inbound only x 1 line	\$1,080
9.	eCommerce for Staff x 3 licenses	\$450

Total: Annual Software Maintenance and System Support Fee. Commencing on the Live Date	\$12,275
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**Schedule F
Payment Schedule**

<u>System Costs</u>	<u>Purchase Price</u>
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Database Services (Schedule B)	\$17,600
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Polaris ILS Software Licenses (Schedule C)	\$26,950
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Services (Schedule D)	
- Installation	\$6,050
- Implementation	\$11,350

Sub-Total	\$61,950
Less Discount	(\$6,000)
Total System Cost	\$55,950

1. Payment on Delivery

1.1 Services (Schedule D)	\$17,400
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2. Payment for Database Services

2.1 Total Cost (Schedule B)	\$17,600
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Payment for this cost to be made as follows:

50% upon completion of test load	\$8,800
50% upon completion of final load	\$8,800

3. Payment for Software

3.1 Sub-Total Costs (Schedule C)	\$26,950
Less Discount	(\$6,000)
Total Costs	\$20,950

Payment for these costs to be made as follows:-

25% upon signing the Agreement	\$5,237.50
60% upon completion of Software installation	\$12,570.00
15% upon Live Date	\$3,142.50

4. Annual Payments to Commence on the Live Date

4.1. Subscription Service for Enhanced Data Content for PAC (Schedule D)	\$1,886
4.2. Subscription Service for ZMARC (Schedule D)	\$650
4.2. Software Maintenance and System Support (Schedule E)	\$12,275

Schedule G

Additional Considerations

1. Returned Goods Authorization.
 - 1.1 Goods mistakenly configured or shipped by Polaris will be picked up at Polaris' expense and a full credit will be applied to the customer's account. In order to assure the timely handling of your return, a Returned Materials Authorization number must accompany all returns.
 - 1.2 Goods mistakenly ordered by the CITY may be returned within 30 days of sale. If the return is in its original packaging and fit for resale as new, the CITY's account will be credited for the selling price less a 20% restocking fee and less any shipping and handling charges. The CITY must obtain a Returned Materials Authorization number and ship the return at its own expense, including insurance for the replacement value of the return. If the return is lost in shipment, the CITY remains liable to Polaris for the full purchase price as invoiced and must collect from the carrier or insurer. If the return is shipped to Polaris without a Returned Goods Authorization, an additional tracing fee may be deducted from the value of the return. If the return is in a condition that prevents its resale as new, the CITY will receive credit only for the value as determined by Polaris for use as maintenance spares or for sale as used equipment. Software licenses, barcode labels and all custom goods are not returnable.
2. Network and Workstation Requirements

The Polaris ILS system is based on TCP/IP protocols over an Ethernet network, and uses industry standard techniques and technology for networking. Polaris ILS network topologies and protocols include powerful Ethernet 10BaseT and 100BaseT local area networks, high-speed fiber links, and wide-area digital communications, running a variety of protocols, including TCP/IP. Polaris supports Ethernet LANs using TCP/IP. All existing network hardware components must be TCP/IP compatible and manageable. Polaris ILS is a PC-based system requiring Staff workstations running under Windows XP Pro with current Service Pack (minimum memory 512MB), Vista Business with current Service Pack (minimum memory 1GB), or Windows 7 Professional with current Service Pack. The graphics card should have 4MB video memory or better. MACs with Ethernet cards and Internet Explorer capability may also be used as PAC workstations. The required wiring is Category 5 (802.3 Ethernet compliant), capable of handling bandwidth from 10Mbps to 100Mbps. Analog equipment is not compatible with the network. As an additional service, the CITY may contract with Polaris for detailed network plans, including design criteria, hardware, and pricing at the then current rates.

Continued over

Schedule G
Additional Considerations - continued

4. Minimum Specifications for Server Hardware & Server Software

Production Server

Quad Core Xeon 2.66GHz, 1333MHz CPUs, 16GB RAM, RAID

Hardware

Qty	Product Description
1	Dell PowerEdge T710 Quad Core Intel Xeon 2.66GHz, 1333MHz CPU 16GB memory Wide Tower Cabinet, redundant power supply USB Keyboard & Mouse DVD-ROM drive, No Floppy RAID controller Network Adapter LTO-3 400gb Tape Backup (internal) (2) 146GB 15K rpm SCSI hot swap disks(System/Swap-RAID 1) (2) 146GB 15K rpm SCSI hot swap disks(Temp-RAID 1) (4) 146GB 15K rpm SCSI hot swap disks(Data-RAID 5) 3 Year 4-Hour Same Day On-Site Response 24 x 7
1	Dell 17" LCD Monitor
1	Dell APC 1500VA UPS

Backup Media

20	Backup Tapes LTO-3
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Software

1	Microsoft Windows 2008 R2 Server License (P73-04966)
1	Microsoft Windows 2008 R2 Server - Media (P73-04819)
1	Microsoft SQL 2008 R2 Server per-CPU License (228-09456)
1	Microsoft SQL 2008 Server - kit Media (228-08442)
1	Microsoft SQL 2008 R2 Server - kit Media (228-09166)
31	Windows 2008 Client Access Device License (R18-02639)
1	Brightstor ARCserve r12.5 w/media (BABWBR1200W00G4)
1	Brightstor ARCserve r12.5 SQL Agent (BABWBR1200W17G4)
1	WS_FTP Professional

<p align="center">Schedule G Additional Considerations - continued</p>
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Test/Training Server - 10 users**Quad Core 2.66Hz CPU, 8GB memory****Hardware**

Qty	Product Description
1	Dell PowerEdge T310 Quad Core Intel Xeon 2.66Hz CPU, 8GB memory Tower cabinet, Redundant Power Supply DVD-ROM drive, No Floppy Ethernet NIC, RAID Controller USB Keyboard & Mouse (1) 146GB 15K rpm SCSI disk (System/Temp DB) (1) 146GB 15K rpm SCSI disk (Database/Logs) 3 Year On-Site Same Day Warranty 24x7
1	Dell 17" LCD Monitor

Software

1	Microsoft Windows 2008 R2 Server License (P73-04966)
1	Microsoft SQL 2008 R2 Server License (228-09407)
10	Microsoft SQL 2008 R2 Server Client Access Licenses (359-05326)

Phone Services Server (4-line system)**Quad Core 2.66Hz CPU, 8GB memory, 292GB disks****Hardware**

Qty	Product Description
1	Dell PowerEdge T310 Quad Core Intel Xeon 2.66GHz CPU, 8GB memory Tower cabinet, Redundant Power Supply DVD-ROM drive, No Floppy Ethernet NIC, RAID Controller USB Keyboard & Mouse (2) 146GB 15K rpm SCSI Hot Plug disk (System - RAID 1) 3 Year 4-Hour Same Day On-Site Response 24x7
1	Dell 17" LCD Monitor
1	750VA UPS
1	Dialogic Board (4 port)

Software

1	Microsoft Windows 2008 R2 Server License (P73-04966)
1	AT&T Natural Voice license

Schedule G
Additional Considerations - continued

Domain Controller Server

Quad Core Intel Xeon 2.66GHz CPU, 8GB memory

Hardware

Qty Product Description

- | | |
|---|--|
| 1 | Dell PowerEdge T310 |
| | Quad Core Intel Xeon 2.66GHz CPU |
| | 8GB memory |
| | Tower cabinet |
| | Redundant Power Supply |
| | DVD-ROM drive, No Floppy |
| | Ethernet NIC |
| | RAID Controller |
| | USB Keyboard & Mouse |
| | (2) 146GB 15K rpm SCSI Hot Plug disk (System - RAID 1) |
| | 3-Year 4-Hour Same Day On-Site Response 24x7 |
| 1 | Dell 17" LCD Monitor |
| 1 | Dell APC 750 VA UPS |

Software

- | | |
|---|---|
| 1 | Windows 2008 R2 Server license (P73-04966) |
| 1 | Windows 2008 R2 Server Media (P73-04819) |
| 1 | Brightstor ARCserve r15 Windows Agent (BABWBR1500W22G4) |

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE: September 28, 2010

SUBJECT: Authorize the City Manager to Execute an Event License Agreement Between the City of Allen and Allen Football LLC, Owned by Jim Smith, to Base an Indoor Football League (IFL) Team at the Allen Event Center

STAFF RESOURCE: Peter H. Vargas, City Manager
Tim Dentler, Director of Parks and Recreation

ACTION PROPOSED: Authorize the City Manager to Execute an Event License Agreement Between the City of Allen and Allen Football LLC, Owned by Jim Smith, to Base an Indoor Football League (IFL) Team at the Allen Event Center

BACKGROUND

On September 15, 2010, Jim Smith, the owner of an established arena football team playing in the the Indoor Football League (IFL), agreed to terms of a 10-year Event License Agreement with the City of Allen. With the Execution of this agreement, the IFL team will be moved to Allen to play at the Allen Event Center in the spring of 2011. The season will run from February to June and will consist of 7 home games and playoff games as needed.

The agreement establishes a base rental fee of \$7,500 per game which includes use of the arena, electricity and utilities, fire, medical and police personnel, event set up and removal, and operating staff such as ushers and ticket takers. Additional items such as audio/video operations, catering, housekeeping, for pre- and post-game events, credit card commissions and equipment operators will be paid as reimbursable expenses to the Allen Event Center.

The agreement calls for the team to purchase the necessary turf for the field along with any of the supporting infrastructure such as dasher board pads, goal post and miscellaneous equipment. The City of Allen will retain ownership of the turf in return for a discount of \$928.58 per regular season home game rental rate on the license fee over a 10 year period. In the event the team does not fulfill its 10-year agreement, the City of Allen will retain ownership of the turf.

BUDGETARY IMPACT

The execution of this agreement will provide additional lease revenue to the building.

STAFF RECOMMENDATION

Staff recommends approval of the Allen Event Center Event License Agreement.

MOTION

I make a motion to authorize the City Manager to execute an Event License Agreement between the City of Allen and Allen Football LLC, owned by Jim Smith, to base an Indoor Football League (IFL) team at the Allen Event Center.

ATTACHMENT

License Agreement



This license agreement (the “Agreement”) is made and entered into this date, September 28, 2010, by and between the City of Allen, Texas (the “Licensor”), and Allen Football LLC, a Texas limited liability company (the “Licensee”), acting by and through their authorized representatives.

Licensee Organization:	Allen Football LLC
Address:	11 Granada Way
City, State, Zip:	Hot Springs Village, Arkansas 71909
Federal Tax ID:	27-3240770
Telephone:	(501) 833-1999
Owner:	Jim Smith

WHEREAS, Licensor owns and operates the multi-use sports and entertainment facility in the City of Allen, Texas known as the Allen Event Center; and

WHEREAS, Licensee desires to license from Licensor the use of a portion of the Allen Event Center and its facilities and adjacent areas for the purpose of holding and presenting: Indoor Football League Arena Football with at least seven (7) regular season games at the Allen Event Center (the “Event”), and Licensor desires to license the use thereof to Licensee; and

WHEREAS, Licensee will host seven (7) regular season games each league season between February 2011 and June 2021; and

WHEREAS, this Agreement sets forth the terms and conditions for all pre-season, regular season, post-season, exhibition games and non-game day practice for the Event each season during the term of this Agreement;

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

- 1. Grant of Licensee.** Licensor hereby grants to Licensee a non exclusive license to use, and Licensor shall make available to Licensee, that portion of the Allen Event Center known as the Arena and its facilities and adjacent areas, as may be necessary for the presentation of the Event, including the Arena’s floor, seating facilities, access areas, public address and scoreboard, sound systems, dressing rooms, press rooms, corridors, stairways, walks and lavatories in or about the Arena, and such other areas or parts of the Arena as may be necessary for the presentation of the Event, including the Arena’s outside areas, all upon the terms and conditions set forth herein. Licensee hereby agrees to, and shall only use the Arena

to hold and present the Event as contemplated by this Agreement, and Licensee hereby represents to Licensor that Licensee owns a franchised football club (the "Team") in the Indoor Football League (the "IFL"). The license granted to Licensor is for the sole purpose of the Team playing pre-season, regular and playoff games in the IFL at the Arena. The use of the Allen Event Center pursuant to this Agreement is limited to the Team IFL Seasons (hereinafter defined) during the term of this Agreement.

2. **Term.** The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and continue until end of the IFL season in 2021. The Team IFL season shall begin in February and end in June of each calendar year (the "IFL Seasons"). The Licensee shall cause the Team to play at least ten (10) IFL seasons at the Arena during the Term.

3. **License Fee.**

A. In consideration of the license granted hereby and Licensor's agreement to provide the items set forth in Section 3 hereof, Licensee shall pay Licensor the following:

1. The sum of **\$7,500** per game scheduled to be started between Friday afternoon and Sunday Evening (up to 6:05 p.m.), inclusive, based on Team published schedule; and the sum of **\$7,500** per game for all other games for each pre-season game, regular season game and playoff game (the "Base License Fee"). The Base License Fee shall be fixed for the first two Team IFL seasons (2011 And 2012), and thereafter the Base License Fee shall be subject to an annual increase at the Licensor's option, such increases not to exceed the Consumer Price Index for DFW area;
2. The Licensee shall be responsible for the purchase and installation in the Arena of a foam padded premium collegiate sports turf with Velcro seams (the "Turf") in the amount of \$65,000.00. The purchase price for the Turf shall be amortized over the ten (10) year Term with the sum of **\$928.58** to be deducted from the Base License Fee for each regular season game during the term of this Agreement.
3. If in the event of termination of this Agreement by Licensor for any reason, or in the event the Team does not fulfill the obligations of this Agreement including but not limited to hosting at least seven (7) home games at the Allen Event Center for ten (10) consecutive years, the Turf shall become the property of the Licensee.
4. The reimbursable expenses as listed in Section 3B (the "Reimbursable Expenses"). All expenses will be charged in accordance with the

published policies, practices and fee schedule provided by the Arena's agent and on the date of this Agreement; and

5. A facility fee of \$3.50 for every ticket sold by Licensor (the "Facility Fee") (collectively the Base License Fee, Reimbursable Expenses and Facility Fee referred to as the "License Fee").
- B. Licensee shall pay a non refundable deposit of **\$0.00** which shall be due and payable upon execution of this Agreement. The deposit shall be nonrefundable except in the event of Licensor's uncured default. The deposit shall be credited toward payment of the Base License Fee.
 - C. At the conclusion of each Team game or Event (or each session of the Event, if applicable), Licensor shall conduct a preliminary settlement respecting all items of income and expense, the subject of this Agreement. Payment by Licensee and a settlement shall occur within two (2) business days following the end of each Team game or Event (or session of the Event), as the case may be. Payment of the License Fee shall be due and payable at time of each settlement.
 - D. Licensee shall pay Licensor the License Fee and any additional fees due hereunder without abatement, deduction or set-off. Licensor may, at its election, collect all of any part of the License Fee due hereunder out of the receipts of sales of tickets for Team games or for the Event, by whatever source, or concessions provided by, on or behalf of Licensor, and Licensor shall have a first lien upon and security interest in such receipts to the extent of any amount required to be paid to Licensor by Licensee hereunder.
4. **Duties of Licensor.** In connection with the presentation of the Event, Licensor shall provide, or cause to be provided, the following:
- A. Items included in Base License Fee:
 1. The Arena, the general concourse area, public address systems, the outdoor areas adjacent to the Arena, and such other parts or areas of the Arena as may be necessary for Licensee to present and produce the Event;
 2. Electricity and other utilities for lighting, heating, air conditioning, internet access, if available in requested locations, and other services used in conjunction with the Event and the set-up and removal related thereto;
 3. Fire, Medical, Police and Security services based on event capacity policies set by Licensor; and
 4. The necessary staff of ushers and ticket takers to hold the Event.

5. Changeover services leading up to the Event; and
- B. Reimbursable items not included in the Base License Fee:
1. Additional items, personnel and services, other than those set forth above, which Licensee requests to be provided in connection with the Event and which Licensor is reasonably able to provide, such as stagehands for set-up, take down and productions, additional production requirements, AV operators, additional furniture, runners, vehicles, gas, catering, and lighting and/or sound equipment other than the current sound or lighting system in Arena, all of which shall be subject to the approval of Licensor;
 2. Housekeeping services pre-game, Event and post;
 3. Credit Card commission of three percent (3%) at Allen Event Center ticket office.
 4. Spotlight operators

5. Duties of Licensee.

- A. Coordination of any and all deliveries for each game or the Event (or each session thereof) will be the responsibility of Licensee.
- B. Licensee hereby agrees that the above designated representative (the "Representative") is the Licensee's authorized representative for each game and for the Event.
- C. All Participants and staff required for the proper presentation of the Event, including but not limited to the players, performers, medical staff and any other staff required for the proper presentation of the Event and, where specified by Licensee, sound system, lighting, staging, technical, catering and set-up personnel regularly employed by Licensee in presenting the Event, together with Worker's Compensation Insurance and Employer's Liability Insurance required under this Agreement.
- D. All tangible items of property necessary for the proper presentation of the Event, including but not limited to, outdoor tents.
- E. All ASCAP, BMI, SESAC and similar licenses required for the use of copyrighted or licensed music in connection with the presentation of the Event, and all other licenses or permits required in connection with the use of the Arena for the Event, all of which licenses and permits shall be procured by Licensee and presented to Licensor prior to commencement of the Effective Date.

- F. The advertising, promotion and publicity campaign necessary and desirable to promote the Event.
- G. Twenty (20) complimentary tickets to Licensor to each game or session of the Event.
- H. Use of outdoor labor. Licensee may elect, at its expense, to hire or use technicians, and other personnel for its production and presentation of the Event. Licensee is solely responsible for the wages and benefits of all technicians, and all additional personnel to be used in the production and presentation of the Event. If a third party or an independent company is used, that third party or company shall be responsible for payment of the employees and all costs incurred for said labor. LICENSEE SHALL INDEMNIFY, DEFEND AND HOLD THE CITY, ITS OFFICERS, EMPLOYEES AND AGENTS HARMLESS FOR ANY CLAIM OR DAMAGE ARISING FROM THE VIOLATION OF ANY LAW OR BREACH OF ANY LABOR OR OTHER AGREEMENT THAT MAY OCCUR AS A RESULT OF LICENSEE'S USE OF THE ALLEN EVENT CENTER AND THE LICENSEE'S EMPLOYMENT OF OUTSIDE PRODUCTION AND STAGE PERSONNEL.

6. Licensor Exclusive Rights. Licensor shall have the exclusive right:

- A. To grant licenses to use the private suites (including "Party Suites" to be leased on an event-by-event basis), loge seats, and club seats in the Allen Event Center;
- B. To operate (or contract with others to operate) all restaurants within the Allen Event Center;
- C. To provide (or contract with others to provide) food and beverage services within Premium Seat areas or other areas;
- D. To operate (or contract with others to operate) concessions within the Allen Event Center;
- E. To sell permanent and non-permanent advertising rights to third parties for all areas within or on the exterior of the Allen Event Center (including but not limited to the advertising on the Arena playing surface, the Allen Event Center naming rights, sponsors, the scoreboard, the LED ribbon board and back-lit signs, and all other promotional and advertising platforms not described herein) at the sole discretion of Licensor or its agent;
- F. To market and sell all Premium Seating and at the sole discretion of Licensor or its agent;

- G. Licensee shall (and Licensee shall cause the Team to) utilize Gettix (or other ticket services as may be required by the Licensee) (the "Ticketer") for the sale of all tickets to Team games played at the Allen Event Center. For special events with the prior written approval of Licensors, the Team may provide a Team sponsor or charity the ability to sell tickets for a specific event. Licensors shall charge Licensee fees for such use, and Licensee shall pay such fees based upon gross ticket revenue, including credit card fees, box office staffing fees (at the rate of three percent (3%) of game night gross ticket sales or \$300, whichever is less, for the first two (2) consecutive seasons. Thereafter these fees shall be increased annually not to exceed three percent (3%). Licensors will use its commercially reasonable efforts to minimize ticketing surcharges assessed to Licensee. It is understood that Licensee and Team will be included in discussions with the box office service. Licensee and Team acknowledge and agree that fees will be added to the base ticket price such as facility and parking fees;
- H. To award an exclusive radio and/or television hookup contract;
- I. To sell the naming rights to the entire Allen Event Center and to seek capital sponsorships of specific components of, or items forming a part of the Allen Event Center, such as, but not limited to, the scoreboard, the playing surface and pouring rights in respect of alcoholic and non alcoholic beverages. The party obtaining such naming rights shall be entitled to significant and prominent interior signage locations established in the reasonable discretion of the Licensors. Each capital sponsor of a specific component of or item forming a part of the Allen Event Center shall be entitled to a significant interior sign and, where practicable, such sign shall be locations established in the reasonable discretion of the Licensors. All of the revenues from the sale of such naming rights and all of the proceeds of such capital sponsorships and all costs associated with the obtaining of same, shall be for the account of Licensors. It is understood that where Licensors sells market category dominance sponsorship contracts, Team will be consulted prior to the Licensors signing any exclusive or market category dominance sponsors, to determine the impact it may have on the Team;
- J. To market and use fifteen (15) minutes of video board time, other than the LED ribbon board, during each game, consisting of three (3) minutes within each quarter and one (1) minute during each intermission period;
- K. To market and use fifty percent (50%) of the time or usage of the LED ribbon during the course of each game;
- L. In Licensors's sole discretion, make available to Team the right to sell non-Team Inventory on terms to be agreed to in good faith by the Licensors;
- M. To lease the common areas and meeting space;

- N. To receive twenty (20) complimentary tickets per game from Licensee;
 - O. Sell and retain all Allen Event Center parking if applicable, and include a parking fee and facility fee in the ticket price for all Team tickets;
 - P. Licensors reserves the right to reject any inappropriate message displayed by Team, or any Team sponsor, including any banner, signage and playing surface advertisement, promotional announcement and other advertising which Licensors and/or Team or any of its sponsors proposes to post or make within the Arena. The display of such materials or to make such announcements shall be require the prior written approval of Licensors which shall not be unreasonably withheld, denied or delayed;
 - Q. Licensee agrees that each advertising, promotion or sponsorship to be exhibited, displayed or conducted at or about the Arena ("A Third Party Agreement") shall require the prior written approval of the Licensors, and shall not violate any product or service advertising or sponsorship exclusivity which Licensors has afforded any person or entity pursuant to a contractual arrangement with Licensors or its agents, which Licensors approval shall not be unreasonably denied, withheld or delayed;
 - R. Subject to the provisions of this Subsection 6, Licensors agrees to provide Licensee with a written list of any and all Arena advertising exclusivities within ten (10) days after the Effective Date of this Agreement, and as such advertising may be added from time to time; and
 - S. All other rights related to the Allen Event Center not described in this Agreement.
7. **Team's Exclusive Rights.** Team shall have the exclusive right from time to time, on such commercially reasonable terms and conditions as Licensors deems fit:
- A. To receive the net revenue for ticket sales of all non-Premium Seats through Ticketer. Licensee acknowledges that the net revenue of such ticket sales will not include any amounts for the ticketing, facility, parking, box-office and other similar fees which shall be added to the net price of the tickets. Licensee may release unsold seats prior to a game for Licensors to sell on behalf of Team with the net revenue being for the benefit of Licensee;
 - B. To sell game night programs/magazines(s) for Team's games in the Allen Event Center during the game (hereinafter the "Applicable Game Hours"), to sell advertising space therein, to set up a reasonable number of portable kiosks in the Allen Event Center, as determined by Licensors, and to sell Team souvenirs bearing the logos or colors of Team or member teams of the IFL (provided Team enters into any such agreement as mandated by league, assigning the rights to the logos of the league and its member teams) The number, size, character and

location of the kiosks shall be subject to the prior written approval of the Licensor, such approval not to be unreasonably withheld, denied, or delayed and further;

- C. Subject to the provisions of this section 7, Team shall have the rights to sell all Game-Specific advertising and sponsorships (e.g., playing surface, game clocks, net system and player's areas approved by the Licensor, and video board promotions) and retain all proceeds there from. No such advertisement shall be permitted to cover any permanent signage at or within the Arena;
- D. To enter into agreements with third parties concerning the broadcasting on radio, television, satellite, broadband or other media, for Team's games played at the Arena. Team shall be responsible for the costs associated with the set up and/or transmission of such broadcasts;
- E. To sell Team, and/or member team, branded souvenirs in the retail store located in the Allen Event Center in coordination with any existing tenants including the Allen Americans on required space and associated costs. Licensee may also work with the Licensor for other approved locations on the main concourse on IFL game days for such retail sales.
- F. The personal use of one premium suite during Team events. Licensee shall pay market rates for food and beverages to be served in such suite.

8. Marketing and Advertising.

- A. Licensee, at its expense, shall provide the necessary personnel, and shall use its reasonable best efforts, to market and promote the Event. All advertisements for the Event shall be developed by Licensee (including, but not limited to, all advertising publicity material, promotions material, press releases, posters, flyers and handbills) and shall be produced at the sole cost and expense of Licensee.
- B. Licensor hereby approves and consents to Licensee in any manner transmitting, videotaping or otherwise reproducing and disseminating all or any part of, or a description of any part of, the Event (including, but not limited to, radio, television, cable television, commercial television, closed circuit television and/or pay television, video disc or phonograph recording).
- C. Licensee also agrees not to cover or otherwise obstruct any permanent advertising signage associated with the Arena, unless such signage interferes with Licensee's reasonable use of the Allen Event Center.
- D. Licensee shall have the right to sell sponsorship for the Event in and around the court area only. Licensee shall retain all revenues generated from the sale by Licensee of such sponsorship, provided that all such sales shall be subject to the prior written approval of Licensor, which approval shall not be unreasonably denied, withheld or delayed.

- E. Licensee shall include the name “Allen Event Center” as the site of the Event in connection with any advertising or promotion of the Event. If possible and as appropriate, promotional materials shall contain the standard “Allen Event Center” logo positioned full width across the bottom. However, Licensor must approve all such uses of the “Allen Event Center” name and logo prior to dissemination of any promotional materials, which approval shall not be unreasonably denied, withheld or delayed.

9. Licenses/Conduct.

- A. Licensee shall secure in advance, and provide to Licensor no less than thirty (30) days prior to commencement of the Term, (a) all licenses and permits that Licensee is required to obtain in connection with the Licensee’s use of the Arena for the Event, and (b) all licenses required by any performing arts societies, such as ASCAP, BMI and/or SESAC, for music or other works to be utilized or displayed in connection with the Event. Licensee shall perform such other acts necessary to comply with applicable laws and governmental authorities and the rules and regulations of Licensor in connection with the presentation of the Event.
- B. Licensee shall not use the name, likeness or image of any player, performer or other attraction in connection with the Event or the advertising thereof unless Licensee shall have entered into a license or similar agreement with such party respecting such rights.

10. Concessions, Merchandising and Programs.

- A. Licensee shall receive a percentage of the nightly Allen Event Center net Concession Revenue, from the main concourse and general seating Concessions (which does not include suite level sales), for each pre-season, regular season and playoff game as follows: game drop count of 0-2,500, 5%; game drop count of 2,501-4,000, 10%; game drop count of 4,001-5,000, 12%; and game drop count of 5,001 plus, 15% (e.g. if Concession Revenue totals \$5,000 and game drop count is 3,000, then Team will receive \$500). The Licensee shall upon reasonable prior written notice to the Licensor have the right to annually audit the applicable Concessions records.
- B. Licensee shall have the exclusive right during the Event to sell merchandise with its own personnel. Licensee will have the right to retain all proceeds from the sale of merchandise during the Event. Licensee represents that all merchandising vendors will be licensed and that all applicable taxes from the sale of merchandise will be collected and paid to the City and State of Texas. Licensee shall insure against and bear the risk of damage, theft or other loss of merchandise, and will be responsible for all freight or transportation of such merchandise to and from the Arena. Licensor will not unreasonably deny the Licensee optimum placement of vendors both within and outside the Event Center.

11. Time of Occupancy. Licensor agrees to open the Arena to Event staff at 8:00 am. on game days. Licensee may also arrange for the use of the Arena for Team practices, and for visiting team practices subject to the following terms and conditions, and charges:

- A. Licensor understands that practice time on day of games is required by the IFL and thus shall accommodate requests for practice time on days on which Team is scheduled to play a game at the Arena with the understanding that Team is the primary tenant of the Arena on such days;
- B. The use of the Arena for practices on days on which Team is not scheduled to play a game at the Arena is subject to availability with the prior written approval of the Licensor and payment of the applicable costs and charges; and
- C. Licensor understands that having the Arena available for pre-season training and exhibition games is important in the operation of Team's business and, provided Team provides sixty (60) days prior written notice and there is no conflict with any other event on the Allen Event Center schedule, the Team will have first right and priority scheduling for use of the Arena for holding Team's training camp(s) for players prior to start of each season provided the Licensee pays the applicable charges and costs. Licensee will engage in good faith discussions with Licensor regarding sponsorship activities related to practice. Practices may be open to the public for Allen Event Center community relations purposes, and regular non-game-day practice with adjusted rental rate, staffing and overhead costs.

12. Extended Use. The Team may use the Arena up to one hour after the event at which time the Licensee shall be charged additional fee of twenty percent (20%) of the Base License Fee set forth in Section 3 above for each additional hour or portion thereof plus any additional expenses incurred by Licensor, including but not limited to payment for labor (the "Extended Use Fee"). The Extended Use Fee shall be over and above any and all other money due the Licensor under this Agreement.

13. Insurance.

- A. Licensee shall, during the term hereof, maintain in full force and affect the following insurance, at its own cost and expense:

General Liability: \$1,000,000.00 per occurrence
\$2,000,000.00 Aggregate

Bodily Injury: \$500,000 per person
1,000,000.00 Aggregate

Property Damage: \$2,000,000.00 per occurrence

Workers Compensation Insurance covering all of Licensee'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 of Allen, its officers, agents and employees as additional insured's 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 of Allen for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City of Allen for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. All insurance companies providing the required insurance shall be authorized to transact business in Texas and be rated at least "A" by AM Best or other equivalent rating service.
- C. A certificate of insurance evidencing the required insurance shall be submitted to the Licensors thirty (30) days prior to Team season beginning.
- D. LICENSOR SHALL HAVE THE ABSOLUTE RIGHT TO TERMINATE THIS AGREEMENT UPON WRITTEN NOTICE TO LICENSEE IF LICENSEE DOES NOT DELIVER TO LICENSOR THE CERTIFICATE OR CERTIFICATES OF INSURANCE REQUIRED HEREUNDER. IN THE EVENT OF SUCH TERMINATION BY LICENSOR, THERE SHALL BE NO FURTHER LIABILITY OF ANY KIND OR NATURE WHATSOEVER BY LICENSOR TO LICENSEE, AND LICENSOR SHALL RETAIN THE RIGHT TO RECOVER ANY AND ALL DAMAGES AND/OR LOSS OF PROFITS SUSTAINED BY LICENSOR BY REASON OF LICENSEE'S DEFAULT HEREUNDER.
- E. In the event that Licensee fails to procure and/or maintain the insurance required herein, Licensors shall have the right, but not the obligation, to do so on Licensee's behalf at Licensee's expense. Licensors shall be entitled to reimbursement for such costs thereof as part of the License Fee due and payable hereunder.
- F. Contractors performing work for Licensee on Licensors' property are required to provide the same insurance coverage as Licensee. Licensee may include subcontractors under Licensee policies of insurance.

14. Indemnity.

LICENSEE HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE LICENSOR, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, LOSSES, PERSONAL INJURIES, INCLUDING DEATH, DAMAGES, LIABILITIES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND EXPENSES AND COSTS OF INVESTIGATION, ARISING FROM (I) LICENSEE'S USE OF THE

ARENA; (II) ANY BREACH OF THIS AGREEMENT BY LICENSEE; (III) THE EXERCISE BY LICENSEE OF THE PRIVILEGES HEREIN GRANTED; OR (IV) LICENSEE'S VIOLATION OF ANY APPLICABLE LAW, RULE, REGULATION BY ANY OF LICENSEE'S AGENTS, OWNERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, REPRESENTATIVES, CONTRACTORS, EXHIBITORS, EMPLOYEES, SERVANTS, PLAYERS, GUESTS, INVITEES, PARTICIPANTS OR ARTISTS APPEARING IN THE EVENT (INCLUDING, WITHOUT LIMITATION, SUPPORT PERSONNEL IN CONNECTION WITH PRESENTATION OF THE EVENT), PERSONS ASSISTING LICENSEE (WHETHER ON A PAID OR VOLUNTARY BASIS) OR ANY OTHER PERSON ADMITTED TO THE ARENA BY LICENSEE, DURING THE TERM OR AT ANY OTHER TIME WHILE THE ARENA (OR ANY PART THEREOF) IS USED BY OR IS UNDER THE CONTROL OF LICENSEE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY EXPIRATION OF TERMINATION OF THIS AGREEMENT.

15. Ticket Sales.

- A. During the Term hereof, all admittance into the Arena shall be by ticket or authorized pass only.
- B. Licensor shall not permit tickets or passes in excess of the seating capacity of the Arena to be sold or distributed.
- C. Licensor shall cause "GetTix.Net" (or other ticket services company) to furnish ticketing services for the Event, and Licensor shall act as the custodian of all revenue from the sale of tickets sold. Such revenues shall not be released to Licensee until settlement, in accordance with Subsection 3C hereof. Payment of all "inside charges" or similar charges imposed by "GetTix.Net" or other ticketer upon the event promoter or venue shall be the sole responsibility of Licensor.
- D. Licensee shall have the right to review the seat allocation for all reporters, critics, reviewers and other working press personnel, which have been made by Licensor.
- E. Suites. Licensor shall determine the price of the suite ticket after taxes and distribute to team \$18.64 per ticket sold.
- F. Club and Loge Seats. Licensor shall determine the price of the Club and Loge PSL ticket after taxes and distribute to team \$17.00
- G. Ticket Prices. The gross ticket price for all non-Premium seats for Team events shall not exceed \$50.00 dollars for the first two (2) seasons.
- H. Season Ticket Printing. Team shall pay the costs of printing all season ticket books.

16. Termination. In the event either party to this Agreement fails to perform any of its obligations herein, the non-breaching party shall give the breaching party notice in writing of such breach. If the breaching party shall not cure such breach within five (5) days after receipt of notice thereof if a monetary breach, or within ten (10) days after receipt of notice thereof if a breach of any other nature, the non breaching party, at its option, shall have the right to (i) terminate this Agreement by giving written notice thereof to the breaching party, (ii) seek damages against the breaching party and for other legal or equitable relief, and (iii) pursue any other remedy allowed hereunder or under applicable law; provided. If the alleged breach involves the action or inaction of a party for which Licensee is responsible, and such alleged breach occurs during an Event, or while Licensee is otherwise occupying the Arena, Licensor reserves the right to eject such party from the Arena immediately, in addition to any other remedy available to Licensor under the terms of this Agreement.

17. Minors; Foreign Nationals. In the event that any minor or foreign national is scheduled to appear in the Event which is the subject of this Agreement, Licensee shall, in advance of such event, obtain all necessary permissions, consents, approvals or other permits as may be required by any governmental authority.

18. Compliance with Laws.

- A. Licensee shall comply with all applicable laws, and shall cause every person under its direction or control who is connected with the performance of any aspect of this Agreement to fully comply with all applicable laws and the ordinances of the City of Allen.
- B. Licensee shall not use or attempt to use any part of the Arena for any use or proposed use of which would be contrary to law, common decency or good morals or otherwise improper or detrimental to the reputation of the Licensor.
- C. Licensee agrees not to discriminate against any employee or any applicant for employment for any reason prohibited by law, and further agrees not to discriminate against any person relative to admission, services or privileges offered to or enjoyed by the general public for any reason prohibited by law.
- D. Licensee agrees that at all times it will conduct its activities at the Arena with full regard to public safety, and Licensee will observe and abide by known applicable statutes, regulations and requests by duly authorized governmental agencies responsible for public safety.

19. Restrictions On and Further Obligation of Licensee.

- A. Licensee agrees not to do an intentional act or suffer an intentional act to be done during the Term of this Agreement which shall mar, deface or injure any part of the Arena; and upon expiration of the Term, Licensee shall deliver up to Licensor the premises aforesaid in as good condition and repair as the same be found at the

beginning of the Term, except normal wear and tear. Without limiting the foregoing, Licensee will not, and it shall not permit others, to drive nails, tacks, hooks and screws into any part of the Arena without Licensors prior written consent, and Licensee will not allow any alterations of any kind to the Arena and/or the Arena equipment.

- B. If Licensee brings into the Arena any motorized vehicles, displays, props, decorations, materials or other personnel property, it must fully comply with the Fire Code of the City of Allen, Texas, and the directions of the City of Allen Fire Marshal. Among other precautions, cloth, paper decorations, pine boughs, leaves, tree branches and other decorations must be flame proofed. Use of combustible material is forbidden. Licensee understands that the firefighting equipment in the building, such as fire extinguishers and fire hose cabinets and exits, shall not be covered or concealed in any manner whatsoever from public view or access.
- C. Licensee shall use the Arena in a safe and careful manner.
- D.
 - 1. Licensors and its authorized representatives shall have the right at all times to enter upon and have access to the Arena.
 - 2. A duly authorized representative of Licensee shall be in attendance at the Arena when the doors are opened and throughout the Event scheduled hereunder. Licensee shall provide all of its representatives and working personnel to be admitted to any part of the Arena with distinctive, visual identification, which shall be made known to the Licensors prior to the commencement of the Term.
- E. In licensing the use of the Arena to Licensee, it is understood that Licensors does not relinquish the right to control the management thereof and to enforce appropriate rules and regulations. The decision of Licensors representative as to the number of persons that can safely and freely move about in the Arena shall be final.
- F. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the Arena shall be kept unobstructed by Licensee and not used for any other purpose other than ingress or egress.
- G. Upon the expiration or termination of this Agreement, Licensee, or its designated representative, shall immediately remove all goods, wares, merchandise, property and debris owned or leased by Licensee or which Licensee has placed or permitted to be placed on or at the Arena. Any such property not so removed shall be considered abandoned and may be disposed of by Licensors as Licensors deems necessary and at Licensees expense. Licensors shall have the sole right to collect and have custody of any articles left at the Arena by Licensees invitees and to provide for the disposition

thereof. Licensor shall in no way be responsible for payment, damage or claims against abandoned property removed or stored under this section.

- H. Licensor shall not be responsible for any loss by Licensee, its agents or employees due to theft or disappearance of equipment of other personal property.
- I. Licensor represents that any equipment, rigging, audio lighting, video, stages, props or other equipment made available for Licensee's use by or through Licensor will be furnished in good working condition.

20. Miscellaneous.

- A. Entire Agreement. The Agreement (including any and all exhibits hereto) reflects the entire Agreement between the parties respecting the subject matter hereof and supersedes and all prior agreements, understandings or commitments, written or oral, between the parties hereto. This Agreement may only be modified or amended by a subsequent written agreement signed by both parties hereto.
- B. 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:

Licensee: Allen Football LLC
Attn: Manager
Robert J. Smith
11 Granada Way
Hot Springs Village, Arkansas 71909

Licensor: City of Allen
Attn: Allen Event Center
200 E. Stacy Rd.
Suite # 1350
Allen, Texas 75002

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

- C. Assignment. This Agreement may not be assigned by Licensee without the prior written consent of the Licensor. If Licensor's consent is given, the assignee must agree, in writing, to be bound by all of the provisions hereof.
- D. Independent Contractor. It is understood and agreed by and between the parties that the Licensee, in satisfying the conditions of this Agreement, is acting independently, and that the Licensor assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Licensee pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the Licensor.
- E. 1. If any event occurs whereby Licensor's performance hereunder is materially hampered, whether before or during the Term, as a result (wholly or in part) of any cause not entirely within Licensor's control and which it could not by reasonable diligence have avoided, such as destruction or damage to the Arena or unfitness of the Arena for occupancy as a result of fire or other Act of God, riot, labor strike, national or local emergency, calamity or other cause not entirely within Licensor's control (each a "Licensor Force Majeure"), Licensor's performance under this Agreement shall be suspended for the period of Licensor Force Majeure, and Licensor for the affected period without any further liability or obligation on the part of Licensor which arises out of suspension.
2. If any event occurs whereby Licensee's performance hereunder is materially hampered, whether before or during the Term, as a result (wholly or in part) of any cause not entirely within Licensee's control and which it could not by reasonable diligence have avoided, such as destruction or damage to the Arena or unfitness of the Arena for occupancy as a result of fire or other Act of God, riot, labor strike, national or local emergency, calamity or other cause not entirely within Licensee's control (each a "Licensee Force Majeure"), Licensee's performance under this Agreement shall be suspended for the period of Licensee Force Majeure, and Licensee for the affected period without any further liability or obligation on the part of Licensee which arises out of suspension. Then, without limiting Licensor's rights as a result of the occurrence of the Licensee Force Majeure, Licensor shall have the option, without liability, to suspend the engagement for the Event for the duration of such Licensee Force Majeure, by giving Licensee written notice thereof.
3. Upon removal or cessation of the Licensor Force Majeure or Licensee Force Majeure, as applicable, the parties' respective rights and obligations hereunder shall be reinstated for any and all subsequent sessions of the Event remaining in the Term.

- F. Governing Law. The Agreement is governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any dispute shall be in the state district court of Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.
- G. Waiver. No waiver shall be effective unless in writing and executed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, whether similar or dissimilar nature, unless expressly so stated in writing.
- H. Severable. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- I. Headings. Any headings preceding the text of the several sections, paragraphs or subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.
- J. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument.
- K. Representations. Licensee represents and warrants to Licensor that it has the full right, power and authority to enter into and perform this Agreement.
- L. Inspections. At the beginning of the Term and each day of the Term, Licensor and Licensee jointly shall investigate and inspect the order, condition and repair of the premises.
- M. Recitals. The recitals to this Agreement are incorporated herein.
- N. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

LICENSOR:

City of Allen, Texas

By: _____
Peter H. Vargas
City Manager

LICENSEE:

Allen Football LLC, a Texas limited liability company

By: _____
Name: Robert J. Smith
Title: Manager

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: September 28, 2010

SUBJECT: Motion to Authorize Mayor Terrell to Cast Votes and Sign the Ballot for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election.

STAFF RESOURCE: Peter H. Vargas, City Manager

BACKGROUND

The City of Allen is a member government of the Texas Municipal League Intergovernmental Risk Pool and is entitled to cast votes for Board of Trustees members. Ballots must be received by September 30, 2010.

STAFF RECOMMENDATION

City Staff recommends the Council authorize Mayor Terrell to cast votes and sign the ballot for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election.

MOTION

I make a motion to authorize Mayor Terrell to cast votes and sign the ballot for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election.

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: September 28, 2010

SUBJECT: Motion to Set Saturday, January 29, 2011, as the Date for the Strategic Planning Session with City Council and Executive Staff

STAFF RESOURCE: Peter H. Vargas, City Manager

BACKGROUND

Through the annual Strategic Planning process the City Council defines initiatives for the City of Allen over the next five years and sets a direction for the staff. This process allows staff to consider implementation of the strategies during the budget development process. After obtaining feedback from all the City Council members to determine an available date to hold the 2011 Strategic Planning Session, it is recommended that Council set Saturday, January 29, 2011, as the date.

STAFF RECOMMENDATION

Staff recommends the City Council set January 29, 2011, as the date for the Strategic Planning Session with City Council.

MOTION

I make a motion to set Saturday, January 29, 2011, as the date for the City Council Strategic Planning Session.

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: September 28, 2010

SUBJECT: Receive the Summary of Property Tax Collections as of August 2010

STAFF RESOURCE: Kevin Hammeke, Director of Finance

ATTACHMENT

Summary of Property Tax Collections as of August, 2010

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

Page 1

Monthly Collection Status Report
August 2010

City of Allen #06

	Collections Month of August	Cumulative Total 10/1/09 thru 8/31/10	% of Collections
Current Tax Year Collections			
Base M&O	\$23,642.45	\$29,721,395.76	101.05%
Base I&S	8,302.88	10,437,660.68	
Late Renditon Penalty	55.98	10,081.54	
P&I M&O	3,379.40	112,986.99	
P&I I&S	1,168.89	39,181.88	
P&I I&S Bond			
Attorney Fee	5,739.09	56,877.83	
Subtotal	<u>\$42,288.69</u>	<u>\$40,378,184.68</u>	101.60%
Delinquent TaxYears Collections			
Base M&O	\$3,442.29	\$57,842.41	
Base I&S	1,127.27	19,251.14	
Late Rendition Penalty	2.06	146.40	
P&I M&O	1,114.76	24,970.00	
P&I I&S	365.23	8,344.82	
P&I I&S Bond			
Attorney Fee	1,100.96	30,638.57	
Other>	0.00	0.00	
Subtotal	<u>\$7,152.57</u>	<u>\$141,193.34</u>	0.36%
Combined Current & Delinquent:			
Base M&O	\$27,084.74	\$29,779,238.17	
Base I&S	9,430.15	10,456,911.82	
Late Rendition Penalty	58.04	10,227.94	
P&I M&O	4,494.16	137,956.99	
P&I I&S	1,534.12	47,526.70	
P&I I&S Bond			
Attorney Fee	6,840.05	87,516.40	
Other>	0.00	0.00	
Total Collections	<u><u>\$49,441.26</u></u>	<u><u>\$40,519,378.02</u></u>	101.96%
			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

Page 2

Cumulative Comparative Collection Status Report
August 2010

City of Allen #06

	Collections thru August 2010	% Collections	Collections thru August 2009	% Collections
Current Tax Year Collections				
Base M&O + I&S	\$40,159,056.44	101.05%	\$38,903,217.62	99.49%
Late Rendition Penalty	10,081.54			
P&I M&O + I&S	152,168.87		148,489.90	
Attorney Fee	56,877.83		30,357.81	
Subtotal	<u>\$40,378,184.68</u>	101.60%	<u>\$39,082,065.33</u>	99.94%
Delinquent Tax Years Collections				
Base M&O + I&S	\$77,093.55		\$349,262.31	
Late Rendition Penalty	146.40			
P&I M&O + I&S	33,314.82		48,384.69	
Attorney Fee	30,638.57		50,045.23	
Other>	0.00		0.00	
Subtotal	<u>\$141,193.34</u>	0.36%	<u>\$447,692.23</u>	1.14%
Combined Current & Delinquent:				
Base M&O + I&S	\$40,236,149.99		\$39,252,479.93	
P&I M&O + I&S	185,483.69		196,874.59	
Late Rendition Penalty	10,227.94			
Attorney Fee	87,516.40		80,403.04	
Other	0.00		0.00	
Total Collections	<u>\$40,519,378.02</u>	101.96%	<u>\$39,529,757.56</u>	101.09%
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
August 2010

City of Allen #06

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 7/30/10	\$403,007.16	\$175,413.26
Base M&O Collections	31,945.33	4,569.56
Supplement/Adjustments	-9,828.53	-18,828.28
Write-off	0.00	0.00
Remaining Levy as of 8/31/10	<u>\$361,233.30</u>	<u>\$152,015.42</u>
Cumulative (From 10/01/09 thru 8/31/10)		
Original 2009 Tax Levy (as of 10/01/09)	\$39,740,983.26	\$303,619.41
Base M&O + I&S Collections	40,159,056.44	77,093.55
Supplement/Adjustments	779,306.48	-74,510.44
Write-off	0.00	0.00
Remaining Levy as of 8/31/10	<u>\$361,233.30</u>	<u>\$152,015.42</u>

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

Monthly Distribution Report
August 2010

City of Allen #06

	Distribution Month of August	Distribution 10/1/09 thru 8/31/10
Weekly Remittances:		
Week Ending 8/6/10	\$6,529.16	\$7,819,590.73
Week Ending 8/13/10	11,214.27	\$3,779,179.75
Week Ending 8/20/10	17,984.17	\$4,773,427.56
Week Ending 8/27/10	\$0.00	\$17,151,790.17
Week Ending 8/31/10	0.00	\$6,907,376.80
Total Weekly Remittances	<u>\$35,727.60</u>	<u>\$40,431,365.01</u>
Overpayment from Prior Month	\$6,885.65	\$0.00
Manual Adjustment Refund	\$0.00	\$0.00
Commission Paid Delinquent Attorney	6,840.05	\$87,516.40
Entity Collection Fee	\$0.00	\$0.00
Judgement Interest	0.00	\$0.00
5% CAD Rendition Penalty	2.88	\$511.53
Total Disbursements	<u><u>\$49,456.18</u></u>	<u><u>\$40,519,392.94</u></u>
Carryover to Next Month	-\$14.92	-\$14.92

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: September 28, 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: 9/14/2010

Project Number	Project Description	Funding Sources	Completion Date	Project Estimate	Total Encumbrance & Expenditures	Percent Expended
CD0201	HERITAGE GLD HISTORIC VLG	NON-BONDS, CDC, GRANT	9/30/2011	\$1,302,284	\$1,281,530	98.4%
DR0901	FEMA CORRECTION -DRAINAGE	NON-BONDS	12/30/2010	\$23,510	\$23,510	100.0%
EC0801	EVENT CENTER BUILDING	CDC BONDS, CDC, NON-BONDS	9/30/2011	\$52,019,298	\$51,951,156	99.9%
GRA002	FIRE STATION #5	GO BONDS, NON-BOND, ARRA	9/24/2012	\$4,257,670	\$2,963,795	69.6%
GRA004	JAG-DIGITAL VIDEO SYSTEM	RA GRANT & NON-BONDS	3/31/2011	\$220,000	\$10,000	4.5%
GRA005	TRAFFIC SYNCHRO & REPLCMT	RA GRANT & MATCHING FDS	12/31/2011	\$492,500	\$8,131	1.7%
IT0701	PS DISPATCH & RECORDS SYS	NON-BONDS	9/30/2011	\$1,767,010	\$1,767,008	100.0%
PR0202	HILLSIDE PARK	GO BONDS	9/30/2011	\$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	9/30/2011	\$75,304	\$6,039	8.0%
PR0402	DAYSRING NATURE PRESERVE	CDC,PARK DED FEES,GO BOND	9/30/2011	\$300,330	\$39,877	13.3%
PR0405	TRAILS CONSTRUCTION, PH 3	CDC, GO BONDS, NON-BONDS	9/30/2012	\$729,084	\$369,633	50.8%
PR0408	PUBLIC ART	NON-BONDS	9/30/2012	\$7,527	\$0	0.0%
PR0418	HERITAGE VILLAGE LANDSCAP	NON-BONDS	12/31/2010	\$25,000	\$3,801	15.2%
PR0508	FOX HOLLOW RECREATION A.	CDC	9/30/2011	\$72,000	\$36,110	50.2%
PR0514	6 CITIES TRL CONNECTION 8	CDC,GO BOND,NON-BONDS,GR	9/30/2011	\$930,422	\$716,391	76.9%
PR0609	BETHANY LAKES VETERAN'S	CDC	10/31/2010	\$270,000	\$263,513	97.6%
PR0611	PARKS & REC MASTER PLAN	GO BONDS, PARK DEDICATION	12/31/2010	\$59,252	\$59,252	100.0%
PR0701	PARK LAND ACQUISITION #3	GO BONDS	9/30/2012	\$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	9/30/2011	\$150,000	\$150,000	100.0%
PR0804	MOLSEN FARM DESIGN	CDC	12/31/2010	\$300,000	\$0	0.0%
PR0806	RAIL/DAM ARCHEOLOGICAL	CDC	9/30/2012	\$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	10/31/2010	\$45,000	\$44,867	99.7%
PR0814	PUBLIC ART BONDS FUND	GO BONDS	9/30/2012	\$209,983	\$0	0.0%
PR0815	CELEBRATION PARK PHASE II	GO BONDS, CDC, NON-BONDS	12/31/2010	\$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	12/31/2012	\$895,789	\$794,285	88.7%
PR1003	JUPITER PARK II	GO BONDS	12/31/2010	\$250,000	\$249,711	99.9%
PR1004	HILLSIDE PARK IMPROVEMENT	CDC, GO BONDS, NON-BONDS	4/30/2011	\$299,733	\$45,253	15.1%
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%
PR1008	CH ART BLACKLAND PRAIRIE	GO BONDS	7/31/2011	\$250,000	\$200,000	80.0%
PS0701	SERVICE CTR/PS TRAINING	GO BONDS, NON-BONDS	9/30/2011	\$14,606,288	\$13,746,251	94.1%
PS0802	ANIMAL SHELTER EXPANSION	GO BONDS	3/31/2011	\$1,358,889	\$1,068,565	78.6%
PS0803	FIRE STATION #6	GO BONDS	9/30/2012	\$196,501	\$61,699	31.4%
PS0901	PS COMMUNICATION SYSTEMS	GO BONDS	9/30/2011	\$4,693,725	\$4,026,597	85.8%
PS1001	COMMUNICATIONS/DISPATCH	GO BONDS	3/31/2011	\$599,000	\$484,514	80.9%
PS1002	PD HVAC REPLACEMENT	GO BONDS	12/31/2010	\$50,000	\$43,000	86.0%
PS1003	FIRE STATION ALERTING SYS	GO BONDS	9/30/2011	\$195,300	\$190,299	97.4%



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Active Status

Date: 9/14/2010

Project Number	Project Description	Funding Sources	Completion Date	Project Estimate	Total Encumbrance & Expenditures	Percent Expended
ST0312	SIGNAL UPGRADE/COM.SYSTEM	GO BONDS & NON-BONDS	1/1/2011	\$1,483,436	\$1,416,749	95.5%
ST0316	FM 2551	FACILITY AGREEMENT	9/30/2015	\$1,094,147	\$0	0.0%
ST0503	EXCHANGE PK,TWN CRK-SH121	FAC AGRM,NON-BONDS,GO BON	3/31/2011	\$5,651,594	\$5,149,379	91.1%
ST0704	STACY PII-GREENV TO ANGEL	NON-BONDS	10/31/2011	\$1,387,209	\$0	0.0%
ST0710	RIDGEVIEW ALIGNMENT PH 1	ROADWAY IMPACT, GO BONDS	9/30/2012	\$84,000	\$64,800	77.1%
ST0801	RIDGEVIEW-CUSTER TO ALMA	GO BONDS	1/1/2011	\$7,182,416	\$6,143,600	85.5%
ST0802	WATTERS RD BOSSY TO RIDGE	GO BONDS,NON-BONDS,ROADWA	12/31/2010	\$2,466,558	\$1,977,419	80.2%
ST0811	2009 TRAFFIC SIGNALS	NON-BONDS,FAC AGR, RDW IF	1/1/2011	\$660,644	\$596,481	90.3%
ST0902	RIDGEVIEW-WATTERS TO US75	GO BONDS	12/31/2010	\$2,029,807	\$715,909	35.3%
ST0903	CHELSEA DR & COMMERCE PKY	RD IP,FA,NON-BOND,GO BOND	12/31/2010	\$1,315,280	\$1,283,222	97.6%
ST0904	2010 TRAFFIC SIGNALS	NON-BONDS	3/31/2011	\$727,752	\$640,566	88.0%
ST1001	FY10 STREET& ALLEY REPAIR	GO BONDS	12/30/2010	\$932,272	\$896,963	96.2%
ST1002	AISD STADIUM INTERSEC IMP	NON-BONDS	9/30/2011	\$508,105	\$0	0.0%
ST1006	SERVICE CTR/FIRE #5 SIGNA	GO BONDS	12/31/2010	\$300,000	\$233,837	77.9%
ST1007	ROADWAY STRIPING CITYWIDE	GO BONDS	9/30/2011	\$200,000	\$111,135	55.6%
ST1008	CABELA'S TREE MITI & SITE	EDC BOND	9/30/2011	\$4,600,000	\$35,180	0.8%
ST1009	MAIN ST-ALLEN DR TO US75	GO BOND	9/30/2012	\$499,506	\$94,300	18.9%
ST1010	CABELA'S ACCELERATION LN	NON-BONDS	9/30/2011	\$230,000	\$28,500	12.4%
ST1101	FY11 STREET& ALLEY REPAIR	GO BONDS, NON-BONDS	9/30/2011	\$457,866	\$0	0.0%
ST1102	GREENVILLE STREET LIGHTS	NON-BONDS	9/30/2011	\$240,096	\$0	0.0%
ST1103	E BETHANY DR WIDENING	GO BONDS, NON-BONDS	9/30/2012	\$27,246	\$0	0.0%
ST9904	CHAPARRAL BRIDGE	GO BONDS,NON-BONDS,FCLTY	12/31/2011	\$2,058,746	\$1,481,508	72.0%
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	\$72,717	41.6%
WA0805	HILLSIDE WATER TOWER	IMP FEES,NON-BONDS,EDC B	9/30/2011	\$5,980,000	\$5,521,826	92.3%
WA0808	MAIN ST WATERLINE REPLAC	NON-BONDS	3/31/2011	\$750,000	\$536,271	71.5%
WA0902	TIMBERCREEK SANITARY SEWE	NON-BONDS	12/30/2010	\$979,634	\$675,146	68.9%
WA0907	CHELSEA & COMMERCE W/S	NON-BONDS	12/31/2010	\$432,872	\$250,403	57.8%
WA1002	US 75 WATERLINE REPLACEME	NON-BONDS, EDC BOND	4/30/2011	\$1,565,962	\$125,760	8.0%
WA1003	WALDEN PARK WATER/SEWER	NON-BONDS	6/30/2011	\$1,034,985	\$157,900	15.3%
WA1004	LIFT STATION IMPROVEMENTS	NON-BONDS	9/30/2010	\$111,802	\$9,380	8.4%
WA1005	CHAPARRAL FORCE MAIN & LS	NON-BONDS	12/30/2011	\$2,713,725	\$2,674,995	98.6%
WA1006	MORGAN CROSSING S/S REHAB	NON-BONDS	9/30/2011	\$100,000	\$0	0.0%



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 9/13/2010

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	NATATORIUUM 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
LB0601	1301	LIBRARY ARTWORK OCEANO	8/10/2010	\$130,192	\$130,192
LB0701	885	MAIN LIBRARY PHASE II	9/6/2007	\$7,533	\$7,532

Report: N:\Finance\Accounting Division\Project Accounting\Report Masters\CIP Completed Projects.imr



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 9/13/2010

Project Number	Fixed Assets #	Project Description	Completion Date	Project Estimate	Project Total Costs
PR0002	575	NATATORIUM	9/30/2003	\$9,983,369	\$9,983,369
PR0003	357	BETHANY LAKES AMEN.BLDG.	9/30/2003	\$355,158	\$355,146
PR0004	580	CELEBRATION PARK	9/30/2003	\$6,797,817	\$6,797,814
PR0005	743	TRAILS CONSTRUCTION	11/4/2005	\$606,464	\$606,464
PR0006	334	MEDIAN BEAUTIFICATION	9/30/2002	\$131,333	\$131,333
PR0007	561	ALLEN STA PRK PH.1B	9/30/2003	\$640,777	\$640,777
PR0008	420	GLNDVR,BETHNY,TWNCRK	9/30/2003	\$803,452	\$803,452
PR0009	233	BOLIN/SUNCREEK PRK	9/30/2002	\$866,922	\$866,922
PR0011	227	CITY HALL LANDSCAPE PH2	9/30/2002	\$455,665	\$455,665
PR0101	233	BOLIN PARK FENCE	9/30/2002	\$85,408	\$85,408
PR0102	746	ALLEN STATION PARK, PH 2	6/4/2007	\$6,571,744	\$6,545,273
PR0103	456	HERITAGE HOUSE TRAINEPOT	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

Report: N:\Finance\Accounting Division\Project Accounting\Report Masters\CIP Completed Projects.imr



CAPITAL IMPROVEMENT PROJECTS

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Closed to Fixed Assets

Date: 9/13/2010

Project Number	Fixed Assets #	Project Description	Completion Date	Project Estimate	Project Total Costs
PR0406	763	ALLENWOOD PARK DEVELOPMNT	4/14/2009	\$1,031,507	\$1,031,506
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	DAYSPRING 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

Report: N:\Finance\Accounting Division\Project Accounting\Report Masters\CIP Completed Projects.imr



CAPITAL IMPROVEMENT PROJECTS

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Closed to Fixed Assets

Date: 9/13/2010

Project Number	Fixed Assets #	Project Description	Completion Date	Project Estimate	Project Total Costs
PR0805	1223	BETHANY LAKES PIER	7/30/2009	\$43,883	\$43,883
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	8/30/2010	\$89,892	\$89,892
PR1005	1350	IRRIGATION CONTROL FY2010	8/12/2010	\$124,941	\$124,941
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 RENOVATION	9/30/2004	\$31,902	\$31,902
PS0306	691	FIRE STA 2 3&4 RENOVATION	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
ST0110	762	SH5, EXCHANGE-STACY	7/19/2010	\$1,378,140	\$1,378,138
ST0111	761	FM2170E, ALLEN HTS-FM2551	9/12/2007	\$7,014,185	\$7,014,185
ST0113	854	BETHANY E, US75-ALLEN HTS	5/8/2006	\$3,915,419	\$3,915,419
ST0123	671	E EXCHANGE,SH5-1378	9/30/2004	\$3,014,641	\$3,014,641
ST0127	367	SGNL LT-CNTRY@MCDRM	9/30/2003	\$445,783	\$445,783
ST0136	672	ALMA DR,TATUM-BELAIR	9/30/2004	\$1,181,982	\$1,181,982
ST0137	330	WATTERS RD, PH I	9/30/2002	\$351,626	\$351,626
ST0141	395	ASPHALT PAVEMENT,PH I	9/30/2003	\$361,382	\$361,381

Report: N:\Finance\Accounting Division\Project Accounting\Report Masters\CIP Completed Projects.imr



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 9/13/2010

Project Number	Fixed Assets #	Project Description	Completion Date	Project Estimate	Project Total Costs
ST0142	556	CONCRETE ALLEY REPLCMNT	9/30/2003	\$672,824	\$672,823
ST0146	195	MAIN/MALONE INTERSECTION	9/30/2002	\$150,000	\$148,279
ST0148	231	101 S BUTLER,ASBSTS	9/30/2002	\$14,086	\$14,086
ST0201	396	SH 5 SIDEWALKS, PH2	9/30/2003	\$314,059	\$314,059
ST0202	876	ALLEN DRIVE	9/27/2006	\$3,036,182	\$3,036,182
ST0203	674	ST MARY'S DRIVE	9/30/2004	\$550,731	\$550,729
ST0204	360	STREET LIGHT INSTALLATION	9/30/2003	\$425,933	\$425,933
ST0205	361	ASH DRIVE	9/30/2003	\$320,736	\$320,735
ST0206	193	TEN OAKS	9/30/2002	\$58,880	\$58,880
ST0207	670	BETHANY SIGNAL	9/30/2004	\$151,140	\$151,140
ST0249	1089	ALLEN CENTRAL DRIVE	9/10/2008	\$48,116	\$48,116
ST0301	731	RIDGEMONT DRIVE	9/30/2005	\$824,510	\$824,510
ST0302	652	ASPHLT RPLCMNT PH2	9/30/2004	\$648,681	\$648,681
ST0304	364	RIDGEVIEW, US75-STACY RD	9/30/2004	\$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 INTR SCTN	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 INTR SCTN	2/20/2006	\$132,508	\$132,508

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CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 9/13/2010

Project Number	Fixed Assets #	Project Description	Completion Date	Project Estimate	Project Total Costs
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	DUCHESSE AND HEDGCOXE	6/21/2007	\$120,958	\$120,958
ST0606	941	CUMBERLAND CROSSING	7/5/2007	\$43,954	\$43,953
ST0607	939	SHALLOWATER BRIDGE	7/2/2007	\$180,000	\$180,000
ST0608	1117	STACY-WATTERS TRAFFIC SIG	9/30/2008	\$146,318	\$140,317
ST0610	1204	ANGEL PARKWAY, PH III	6/11/2009	\$803,965	\$803,964
ST0697	892	SIDEWALK	9/30/2006	\$17,308	\$17,308
ST0701	1113	ALLEN DRIVE, PHASE 3	9/30/2008	\$361,098	\$361,098
ST0702	1120	EXCHANGE PKWY SIGNALS	9/30/2008	\$141,638	\$141,638
ST0703	923	WINDRIDGE EXCHANGE PKWY	3/22/2007	\$78,432	\$78,431
ST0705	1091	ALMA/HEDGCOXE	9/9/2008	\$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
ST0806	1300	ALMA IMP ROWLETT/TATUM	6/30/2010	\$255,742	\$255,742
ST0809	1119	BETHANY TRAFFIC SIGNALS	9/30/2008	\$8,750	\$8,750
ST0810	1261	ALMA/HEDGCOXE TRAFFIC SIG	2/17/2010	\$43,092	\$43,092
ST0812	1254	FY09 STREET& ALLEY REPAIR	11/19/2009	\$396,223	\$396,222
ST0813	1293	SHALLOWATER DRIVE	8/31/2010	\$205,456	\$205,455
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

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CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 9/13/2010

Project Number	Fixed Assets #	Project Description	Completion Date	Project Estimate	Project Total Costs
WA0118	1241	ALLENWOOD SANITARY SEWER	9/30/2009	\$1,098,600	\$1,098,599
WA0120	632	LOST CREEK RANCH PH2A	9/30/2004	\$348,230	\$348,230
WA0132	557	S.C.A.D.A.	9/30/2003	\$352,456	\$352,456
WA0133	356	HEDGCOXE WATERLINE	9/30/2003	\$255,881	\$255,881
WA0134	356	OVERSIZING W&S	9/30/2003	\$14,654	\$14,654
WA0214	392	WATERLINE REPLACEMENT	9/30/2003	\$124,375	\$124,375
WA0215	677	OLA SEWER	9/30/2004	\$936,723	\$936,720
WA0216	578	COTTONWOOD CREEK SEWER	9/30/2003	\$835,838	\$835,838
WA0217	731	RIDGEMONT SEWERLINE	9/30/2005	\$225,000	\$225,000
WA0218	308	STACY RIDGE LIFT STATION	9/30/2002	\$218,550	\$218,550
WA0219	358	BETHANY RIDGE LIFTSTATION	9/30/2003	\$113,616	\$113,616
WA0240	1264	CUSTER RD PMP STA#3 EXPNS	3/11/2010	\$5,779,059	\$5,779,058
WA0301	1122	TWN CREEKS 36" 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
WA0905	1299	GREENVILLE WATERLINE REPL	6/29/2010	\$188,366	\$188,366
WA0906	1354	SHALLOWATER WATER/SEWER	8/31/2010	\$24,109	\$24,109

Report: N:\Finance\Accounting Division\Project Accounting\Report Masters\CIP Completed Projects.imr



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 9/13/2010

Project Number	Fixed Assets #	Project Description	Completion Date	Project Estimate	Project Total Costs
WA0909	1257	BRAY CENTRAL WATERLINE LO	1/25/2010	\$20,928	\$20,928
WA1001	1355	ROWLETT WT LANDSCAPING	9/13/2010	\$54,596	\$54,595
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:					\$229,895,253

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:	September 28, 2010
SUBJECT:	Conduct a Public Hearing and Adopt an Ordinance Granting SUP Specific Use Permit No. 112 for Commercial Amusement (Outdoor) for Top Golf. The Property is 13.291± acres Being Part of Lot 2A, Block B, Village at Allen Addition; Located Northeast of the Intersection of Allen Station Parkway and Cabela Drive
STAFF RESOURCE:	Bo Bass, AICP, Director of Planning and Development
PREVIOUS COUNCIL ACTION:	September 1998: PD 73 established November 2006: Amendment from PD 73 CC to SC October 2007: Amend Development Regulations and provide a Concept Plan April 2009: Amendment for Sign Regulations July 2010: Amendment to add a portion of PD 45 as Tracts 3 & 4 to PD 73 SC, revise the Development Regulations, amend the Concept Plan, and Sign Plan
BOARD/COMMISSION ACTION:	The Planning and Zoning Commission conducted a Public Hearing at the September 7, 2010 meeting and recommended approval of the request for an SUP Specific Use Permit for Commercial Amusement (outdoor) for Top Golf.
ACTION PROPOSED:	Conduct a Public Hearing and Adopt an Ordinance Granting SUP Specific Use Permit No. 112 for Commercial Amusement (Outdoor) for Top Golf. The Property is 13.291± acres Being Part of Lot 2A, Block B, Village at Allen Addition; Located Northeast of the Intersection of Allen Station Parkway and Cabela Drive

BACKGROUND

This property is located northeast of the intersection of Allen Station Parkway and Cabela Drive. The property to the north, east and west is zoned PD Planned Development No. 73 for SC Shopping Center. The property to the south is zoned PD Planned Development No. 58 for LI Light Industrial, and further to the southeast is R-5 and R-7 Residential.

The property is zoned PD Planned Development No. 73 for Shopping Center and the zoning requires a Specific Use Permit SUP to be applied for if an outdoor commercial amusement facility is desired. The applicant has submitted an SUP request for an outdoor commercial sports venue which includes a targeted driving range, restaurant, and other facilities associated with the use.

The 71,075± square foot facility is situated on 13.291± acres and will provide for golf targets for play and will be bounded by earthen berms and netting. Access provided as two points of ingress/egress along Allen Station Parkway will serve the site.

Staff has reviewed the proposed use, site plan, landscape plan, building elevations, and architectural renderings for the property and found the application to be acceptable.

On September 7, 2010 the Planning and Zoning Commission recommended approval of the Specific Use Permit SUP request for Commercial Amusement (outdoor) for Top Golf with the exclusion of all references to a Phase II for mini-golf. Mini-golf is a permitted accessory use within the SUP however, due to the proximity of the residential neighborhood and lack of detail or specifics for the mini-golf area, Staff and the Planning and Zoning Commission recommend bringing that element back through an SUP amendment to thoroughly address the site development. The site plan and landscape plan have been revised to remove any reference to the Phase II mini-golf.

LEGAL NOTICES

Public Hearing Sign Installed – August 27, 2010
Public Hearing Letters Mailed – August 27, 2010

STAFF RECOMMENDATION

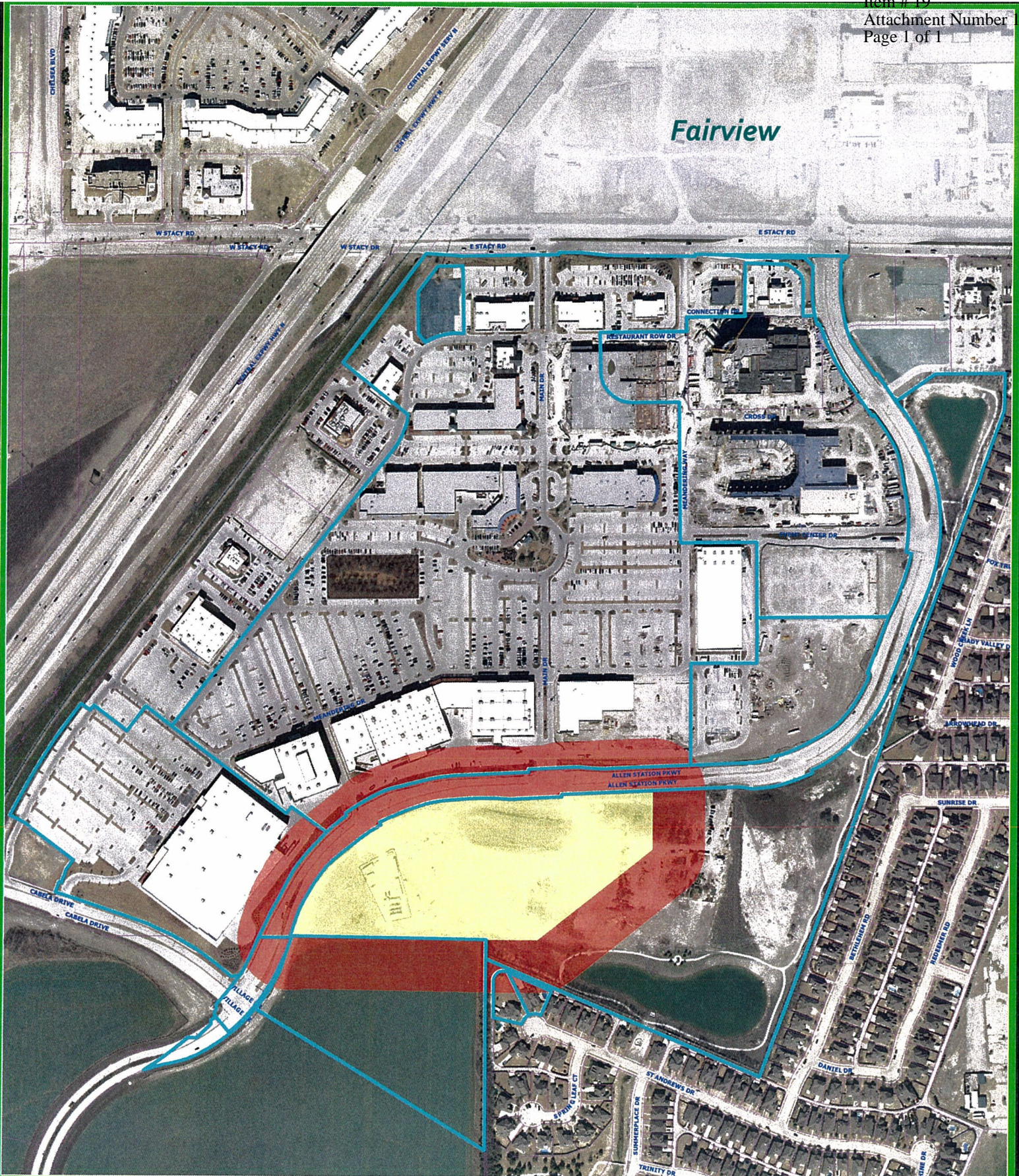
Staff supports the recommendation of the Planning and Zoning Commission.

MOTION

I make a motion to adopt Ordinance No. _____ granting Specific Use Permit No. 112 for a Commercial Amusement (outdoor) for Top Golf on Property Zoned PD Planned Development No. 73, on 13.291 ± Acres located being part of Lot 2A, Block B, Village at Allen Addition; located northeast of the intersection of Allen Station Parkway and Cabela Drive.

ATTACHMENT

Property Notification Location Map
Minutes from 9/7/2010 P&Z Meeting
Ordinance



TOP GOLF
Property Ownership Notification

Map Legend

- 200ft Buffer Zone
- Proposed Rezone Parcel
- Railroad
- City Limit
- Property Boundary



Planning & Development - GIS
Revision Date: 08/2010

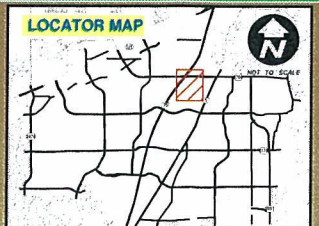


Figure: P:\Map Layouts\Planning & Development\Public Input\topGolf.mxd

September 7, 2010 P&Z Meeting Minutes

Agenda Item #6: Public Hearing – Conduct a Public Hearing and consider an SUP Specific Use Permit for Commercial Amusement (outdoor) for Top Golf. The property is 13.291± acres being part of Lot 2A, Block B, Village at Allen Addition; located northeast of the intersection of Allen Station Parkway and Cabela Drive. [Top Golf]

Ogden “Bo” Bass, Director of Planning and Development, spoke to the Commission. The property is located in the Village at Allen development. The property is a lease space consisting of 13.291± acres within a 38± acre tract. The applicant has submitted an SUP request for an outdoor commercial sports venue which includes a targeted driving range, restaurant, and other facilities associated with the use. The 71,075± square foot facility will provide for golf targets for play and will be bounded by earthen berms and netting. In addition, a mini-golf course is being proposed for Phase II of this project. Staff has worked with the applicant to develop a parking standard for the site based on existing Top Golf facilities. Access provided as two points of ingress/egress along Allen Station Parkway will serve the site. Staff has also addressed three primary concerns (noise, light and the use for Phase II).

Staff recommends approval of the request.

Chairman Wendland asked if the Dallas facility is the same size as the one proposed. Mr. Bass answered the Dallas facility is parked lower than this facility and includes a mini-golf course.

Commissioner Dreggors asked the following questions:

1. Where are the decibels measured?
2. What would generate 56 decibels?
3. Does the parking accommodate meeting room space and the Phase II mini-golf facility?
4. Will the retention pond have water in it at all times?

Mr. Bass provided the following responses:

1. The decibels are measured at the residential property line.
2. 56 decibels is fairly low. General conversation or wind could generate 56 decibels.
3. The parking standard does take meeting room space as well as the mini-golf facility into account.
4. The retention pond exists today and has water in it. Chris Flanigan, Assistant Director of Engineering, added the retention pond has been sized for the entire development which includes this site.

Commissioner Mangrum inquired as to if golf balls have ever gone off-site at other facilities. Randy Starr, 8787 Park Lane, Dallas, applicant’s representative, stated less than 0.1% of the golf balls have gone off-site.

Commissioner Mangrum asked if the banquet rooms are enclosed. Mr. Starr answered the banquet rooms are connected to the tee boxes and are enclosed.

Commissioner Cocking asked the following questions:

1. How does the berm (which is located outside of the SUP permit area) effect maintenance and code enforcement?
2. Why are the nets at differing heights?
3. What type of shielding will there be for the lights?
4. Will the entrance located north of the site along Allen Station Parkway be closed off?

The following responses were provided:

1. Mr. Bass stated that staff does not believe there is a concern with the berm being located outside of the SUP area. This is due to the fact that this is a ground lease and the property is a part of the Village at Allen.
2. Mr. Starr answered the tee line is angled. The height of the nets accommodate the angle.
3. Lee Stellakis, One Oakbrook Terrace, Suite 300, Oakbrook Terrace, Illinois, applicant representative stated the fixtures being used are custom designed for sports application. The light will be directed toward the playfield.
4. Mr. Flanigan stated the applicant was given a staff comment regarding closure of that entrance. The applicant has acknowledged this comment.

Commissioner Platt asked about fall protection at the 2nd and 3rd levels. Mr. Starr answered a netting system is in place to protect people from falling.

Commissioner Platt inquired about the hours of operation. Mr. Starr stated the facility operates until 11 p.m. during the school year and midnight during summer season and peak hours.

Commissioner Rushing is concerned with the building overlooking residential areas. Mr. Bass stated the Concept Plans for this property have always shown multi-story buildings proposed for this site.

Mr. Bass stated MG Herring has made four efforts to make contact with homeowners.

Chairman Wendland opened the Public Hearing.

With no one wishing to speak, Chairman Wendland closed the Public Hearing.

The following people submitted a written statement in support of the request:

Andrews Family Properties, 1300 Allen Station Parkway, Allen, Texas

Motion: **Upon a motion by Commissioner Cocking, and a second by Commissioner Mangrum, the Commission voted 6 IN FAVOR, and 0 OPPOSED, to recommend approval of the SUP Specific Use Permit for Commercial Amusement (outdoor) for Top Golf with the exclusion of all references to a Phase II for mini-golf.**

The motion carried.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP, AS PREVIOUSLY AMENDED, BY GRANTING SPECIFIC USE PERMIT NO. 112 TO ALLOW A 13.29 ± ACRE TRACT OF LAND PRESENTLY ZONED “PD” PLANNED DEVELOPMENT NO. 73, LOCATED IN A PORTION OF LOT 2A, BLOCK B, VILLAGE AT ALLEN ADDITION, ALLEN, TEXAS, FOR A COMMERCIAL AMUSEMENT (OUTDOOR) USE; ADOPTING A SITE PLAN; ADOPTING A LANDSCAPE PLAN; ADOPTING BUILDING ELEVATIONS; ADOPTING ARCHITECTURAL RENDERINGS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1. The Allen Land Development Code Zoning Regulations and the Zoning Map of the City of Allen, Collin County, Texas, is amended by granting Specific Use Permit No. 112 for a commercial amusement (outdoor) use for a 13.29 ± acre tract of land presently zoned “PD” Planned Development No. 73 located in a portion of Lot 2A, Block B of the Village at Allen Addition, Allen, Texas (“the Property”) described in Exhibit “A,” attached hereto and made a part hereof for all purposes.

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

1. The Specific Use Permit and this ordinance shall terminate six (6) months after the adoption of this ordinance unless a certificate of occupancy has been issued by that date for use of the Property for commercial amusement (outdoor) or an extension has been granted as provided in Allen Land Development Code Section 6.01.
2. The Property shall be developed and used only in accordance with the Site Plan attached hereto as Exhibit “B,” Landscape Plan, attached hereto as Exhibit “C,” Building Elevations attached hereto as Exhibit “D,” and Architectural Renderings attached hereto as Exhibit “E,” which are made a part hereof for all purposes, and which is hereby approved.

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

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

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

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 28TH DAY OF SEPTEMBER, 2010.

APPROVED:

Stephen Terrell, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY

Shelley B. George, CITY SECRETARY

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a 13.29 acre tract of land, situated in the H. Wetsel Survey, Abstract No. 1026, and being part of Lot 2A, Block B, of the Village at Allen, an addition to the City of Allen, recorded in Final Plat, recorded in Cabinet 2009, Slide 76, of the Plat Records of Collin County, Texas, and being more particularly described as follows;

BEGINNING at a 5/8 inch iron rod found for corner in the southeast right-of-way line of Allen Station Parkway (90' R.O.W.), same being the southwest corner of said Lot 2A, Block B, of the Village at Allen;

THENCE S88°49'56"E, a distance of 328.45 feet to a 5/8 inch iron rod found for corner;

THENCE S88°19'05"E, a distance of 416.72 feet to a 5/8 inch iron rod for corner;

THENCE S88°06'22"E, a distance of 194.70 feet to a 5/8 inch iron rod for corner;

THENCE N53°32'54"E, a distance of 567.93 feet to a 5/8 inch iron rod for corner;

THENCE N00°05'17"E, a distance of 229.41 feet to a 5/8 inch iron rod for corner;

THENCE S88°00'00"W, a distance of 363.54 feet to a 5/8 inch iron rod for corner;

THENCE S02°00'00"E, a distance of 10.00 feet to a 5/8 inch iron rod for corner;

THENCE S88°00'00"W, a distance of 170.81 feet to a 5/8 inch iron rod for the beginning of a tangent curve to the right and having a radius of 261.50 feet;

THENCE continuing along said tangent curve to the right, through an arc distance of 28.65 feet, having a central angle of 06°16'38" and a chord bearing and distance of N88°51'41"W, 28.63 feet to a 5/8 inch iron rod found for corner;

THENCE N85°43'22"W, a distance of 64.04 feet to a 5/8 inch iron rod found for corner and the beginning of a tangent curve to the left and having a radius of 238.50 feet;

THENCE along said tangent curve to the left, through an arc distance of 26.13 feet, having a central angle of 06°16'38" and a chord bearing and distance of N88°51'41"W, 26.12 feet to a 5/8 inch iron rod found for corner;

THENCE S88°00'00"W, a distance of 90.08 feet to a 5/8 inch iron rod found for corner and the beginning of a tangent curve to the left and having a radius of 705.00 feet;

THENCE along said tangent curve to the left, through an arc distance of 327.10 feet, a central angle of 26°35'01" and a chord bearing and distance of S74°42'29"W, 324.18 feet to a 5/8 inch iron rod found for corner;

THENCE S28°35'01"E, a distance of 10.00 feet to a 5/8 inch iron rod found for the beginning of a non-tangent curve to the left and having a radius of 695.00 feet;

THENCE along said non-tangent curve to the left, through an arc distance of 146.80 feet, having a central angle of 12°06'07" and a chord bearing and distance of S55°21'55"W, 146.52 feet to a 5/8 inch iron rod found for corner and the beginning of a reverse curve to the right and having a radius of 261.50 feet;

THENCE along said reverse curve to the right, through an arc distance of 9.11 feet, having a central angle of 01°59'46" and a chord bearing and distance of S50°18'45"W, 9.11 feet to a 5/8 inch iron rod found for corner;

THENCE S51°18'38"W, a distance of 70.09 feet to a 5/8 inch iron rod found for corner and the beginning of a tangent curve to the left and having a radius of 238.50 feet;

THENCE along said tangent curve to the left, through an arc distance of 26.35 feet, having a central angle of 06°19'50" and a chord bearing and distance of S48°08'43"W, 26.34 feet to a 5/8 inch iron rod found for corner and the beginning of a compound curve to the left and having a radius of 705.00 feet;

THENCE along said compound curve to the left, through an arc distance of 212.62 feet, having a central angle of 17°16'46" and a chord bearing and distance of S32°04'08"W, 211.81 feet to a 5/8 inch iron rod found for corner and the beginning of a compound curve to the left and having a radius of 238.50 feet;

THENCE along said compound curve to the left, through an arc distance of 18.65 feet, having a central angle of 04°28'48" and a chord bearing and distance of S21°11'21"W, 18.64 feet to a 5/8 inch iron rod found for corner;

THENCE S18°56'57"W, a distance of 78.16 feet to the POINT OF BEGINNING, containing 578,975 square feet or 13.29 acres of land more or less.

EXHIBIT "D" BUILDING ELEVATIONS

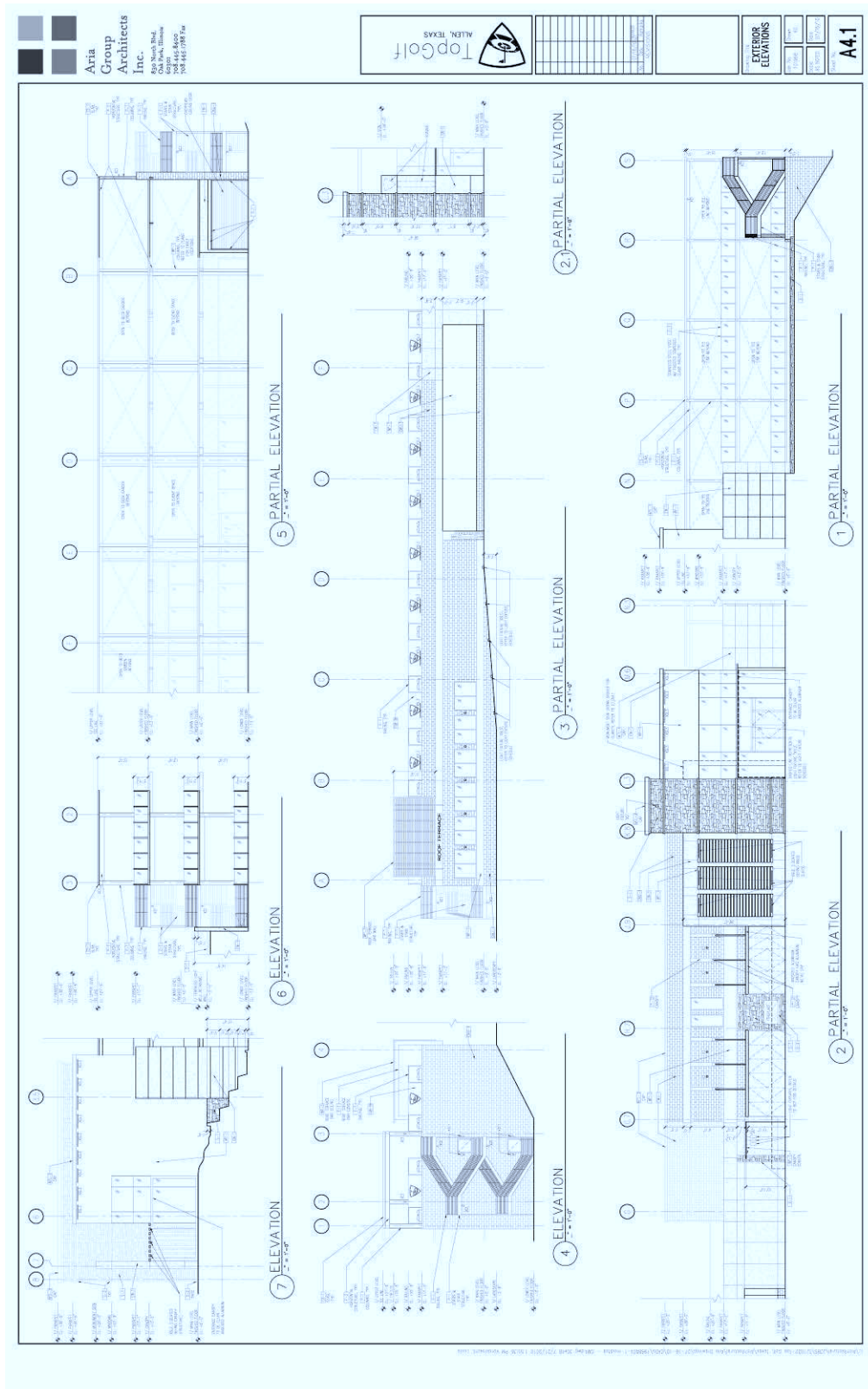


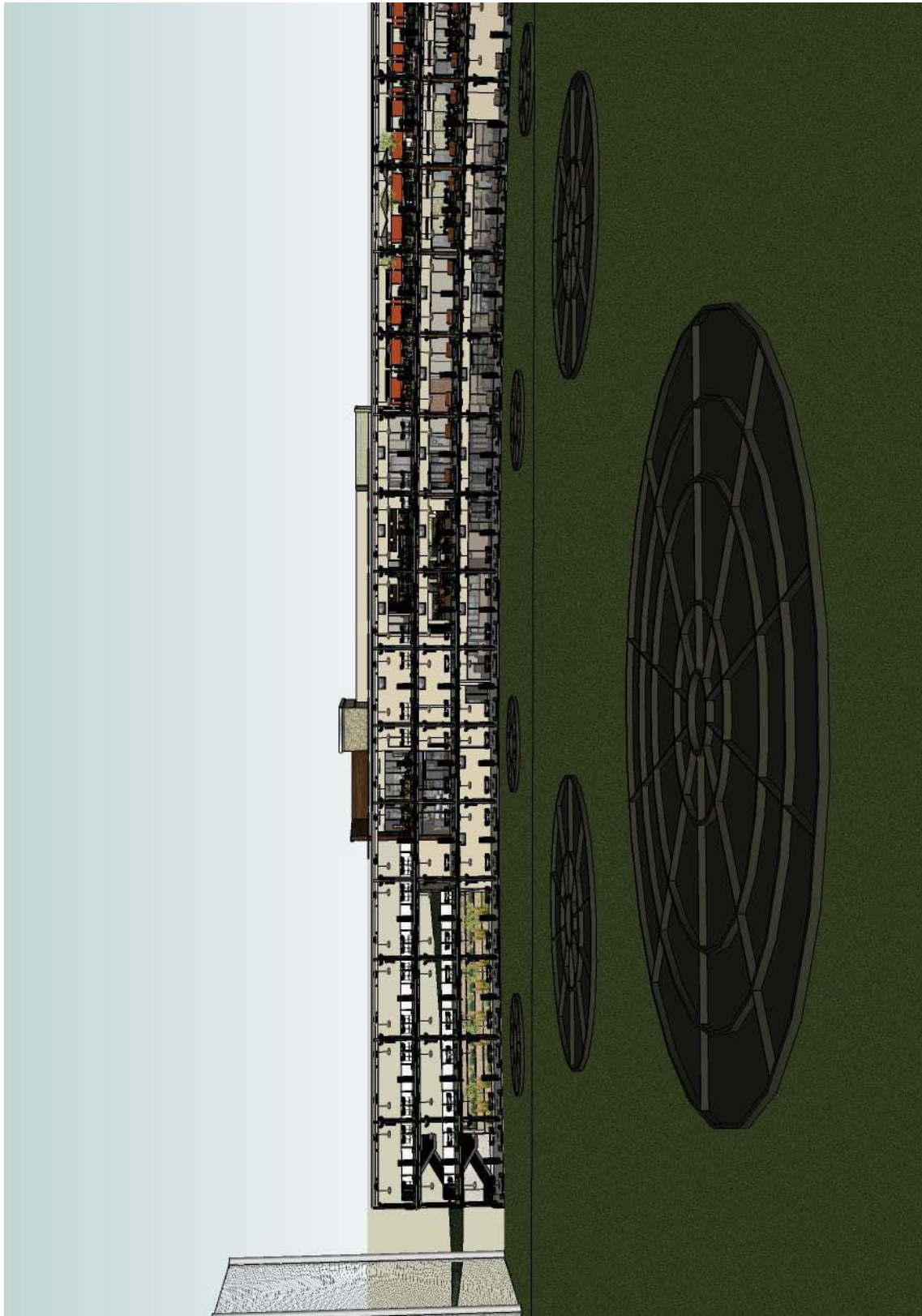
EXHIBIT "E"
ARCHITECTURAL RENDERINGS



EXHIBIT "E"
ARCHITECTURAL RENDERINGS (cont.)



EXHIBIT "E"
ARCHITECTURAL RENDERINGS (cont.)



CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:	September 28, 2010
SUBJECT:	Conduct a Public Hearing and Adopt an Ordinance Granting a Zoning Change from GO Garden Office to O Office for Cornerstone Corporate Office Park, Phase II. The Property is 5.288± acres Being Lot 1, Block A, Ridgemont/75 Addition, Located at 1101 S. Central Expressway. [National American University]
STAFF RESOURCE:	Helen-Eve Liebman, AICP, Senior Planner
BOARD/COMMISSION ACTION:	The Planning and Zoning Commission conducted a Public Hearing at the September 7, 2010 meeting and recommended approval of the request for a zoning change from GO Garden Office to O Office for Cornerstone Corporate Office Park, Phase II.
ACTION PROPOSED:	Conduct a Public Hearing and Adopt an Ordinance Granting a Zoning Change from GO Garden Office to O Office for Cornerstone Corporate Office Park, Phase II. The Property is 5.288± acres Being Lot 1, Block A, Ridgemont/75 Addition, Located at 1101 S. Central Expressway. [National American University]

BACKGROUND

The property is located southeast of US75 and Ridgemont Drive. The property to the north, across Ridgemont Drive is zoned LI, C Light Industrial, Conditional. The property to the east is zoned LI Light Industrial. The property to the south is zoned GO Garden Office and located to the west is US75.

The property is zoned GO Garden Office and the applicant has requested a rezoning to O Office. The GO Garden Office district typically provides for a single building or grouping of small stand alone buildings. The O Office district traditionally provides for larger complex(es) where there is a low volume of direct customer contact. The existing office building for the request functions more along the line of O Office zoning district than a GO Garden Office development. The request to rezone the property will allow for additional permitted uses or uses allowed by a SUP Specific Use Permit to be permitted.

Staff has reviewed the proposed zoning change request and found the application to be acceptable.

On September 7, 2010 the Planning and Zoning Commission recommended approval of the request.

LEGAL NOTICES

Public Hearing Sign Installed – August 27, 2010

Public Hearing Letters Mailed – August 27, 2010

STAFF RECOMMENDATION

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

MOTION

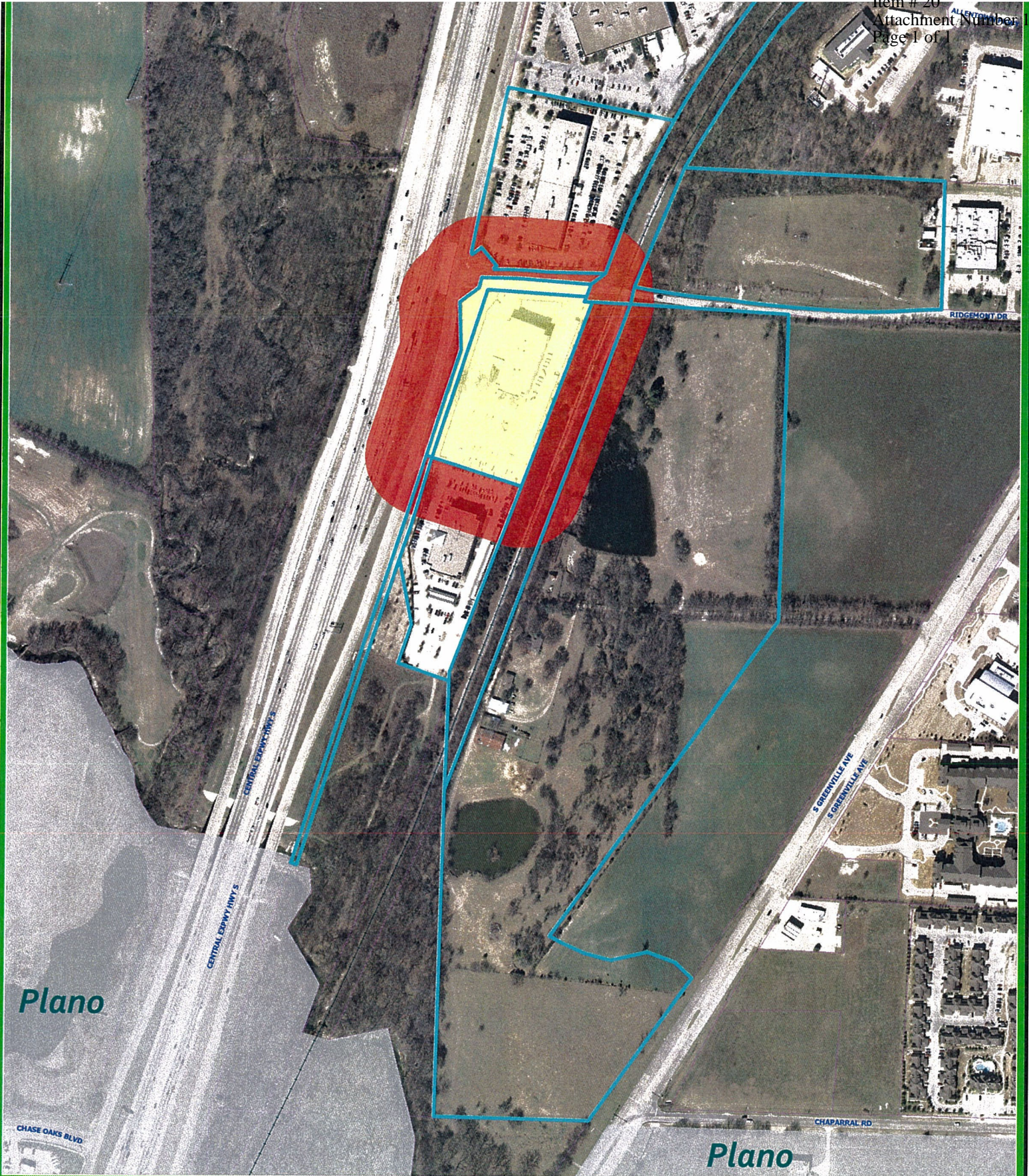
I make a motion to adopt Ordinance No. _____ granting a zoning change of 5.288± acres of property, located at 1101 S Central Expressway, from GO Garden Office to O Office for Cornerstone Corporate Office Park, Phase II.

ATTACHMENT

Property Ownership Location Map

Minutes from 9/7/2010 P&Z Meeting

Ordinance



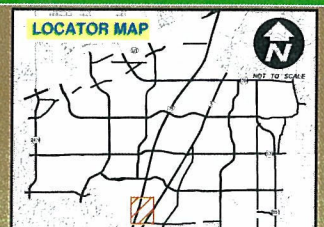
NATIONAL AMERICAN UNIVERSITY
1101 Central Expressway South
Property Ownership Notification

Map Legend

- Proposed Rezone Parcel
- 200-ft Buffer Zone
- Railroad
- City Limit
- Property Boundary



Planning & Development - GIS
Revision Date: 09/2010



September 7, 2010 P&Z Meeting Minutes

Agenda Item #4: Public Hearing – Conduct a Public Hearing and consider a zoning change from GO Garden Office to O Office for Cornerstone Corporate Office Park, Phase II. The property is 5.288± acres being Lot 1, Block A, Ridgemont/75 Addition, located at 1101 S Central Expressway. [National American University]

Helen-Eve Liebman, Senior Planner, spoke to the Commission. The GO Garden Office district typically provides for a single building or grouping of small stand alone buildings. The O Office district traditionally provides for larger complex(es) where there is a low volume of direct customer contact. The existing office building for the request functions more along the line of O Office zoning district than a GO Garden Office development. The request to rezone the property will allow for additional permitted uses or uses allowed by an SUP Specific Use Permit to be permitted.

Staff recommends approval of the request.

Chairman Wendland opened the Public Hearing.
With no one wishing to speak, Chairman Wendland closed the Public Hearing.

Commissioner Cocking asked about the height limitations. He is concerned with the office zoning height if the existing building goes away. Ms. Liebman stated if a new building is constructed under the Office zoning it would have to meet parking and setback regulations to allow for an increase in height.

Motion: Upon a motion by Commissioner Mangrum, and a second by Commissioner Rushing, the Commission voted 6 IN FAVOR, and 0 OPPOSED, to recommend approval of the zoning change for Cornerstone Corporate Office Park, Phase II.

The motion carried.

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 5.288 ± ACRES OUT OF THE THOMAS G. KENNEDY SURVEY, ABSTRACT NO. 500, THE RUFUS SEWELL SURVEY, ABSTRACT NO. 875, AND THE MCBAIN JAMISON SURVEY, ABSTRACT NO. 491, CITY OF ALLEN, COLLIN COUNTY, TEXAS, DESCRIBED IN EXHIBIT “A,” ATTACHED HERETO FROM “GO” GARDEN OFFICE, TO “O” OFFICE; ADOPTING A LAND USE 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 5.288 ± acres of land out of the Thomas G. Kennedy Survey, Abstract No. 500, Rufus Sewell Survey, Abstract No. 875, and McBain Jamison Survey, Abstract No. 491, City of Allen, Collin County, Texas, and being further described in Exhibit “A,” attached hereto, and incorporated herein by reference (“the Property”) from “GO” Garden Office District, to “O” Office District.

SECTION 2. The Property shall be developed and used only in accordance with the “O” Office Zoning District regulations set forth in the Allen Land Development Code, as amended, and the Land Use Plan attached hereto as Exhibit “B,” and incorporated herein by reference.

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 28TH DAY OF SEPTEMBER, 2010.

APPROVED:

Stephen Terrell, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY

Shelley B. George, CITY SECRETARY

EXHIBIT "A"
LEGAL DESCRIPTION

A 5.288 ACRE TRACT OF LAND LOCATED IN THE MCBAIN JAMISON SURVEY, ABSTRACT NO. 500 AND THE RUFUS SEWELL SURVEY, ABSTRACT NO. 875, CITY OF ALLEN, COLLIN COUNTY, TEXAS, AND BEING A PART OF A 16.306 ACRE TRACT OF LAND CONVEYED TO CITY OF ALLEN AND/OR ALLEN ISD AND COLLIN COUNTY AND/OR COLLIN COUNTY CCD AS RECORDED IN INSTRUMENT NO. 92-0020531 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, SAID 16.306 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN DEED TO W. CHRISTIPHER PRICE, TRUSTEE, AS RECORDED IN VOLUME 1831, PAGE 638 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, SAID 5.288 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH STEEL ROD WITH PLASTIC YELLOW CAP STAMPED "JDJR" FOUND FOR CORNER IN THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 75 (A VARIABLE WIDTH RIGHT-OF-WAY) AND ALSO BEING IN THE APPROXIMATE CENTERLINE OF RIDGEMONT DRIVE, SAME POINT BEING THE MOST NORTHERLY NORTHWEST CORNER OF THE AFOREMENTIONED CITY OF ALLEN TRACT;

THENCE, ALONG THE NORTH LINE OF SAID CITY OF ALLEN TRACT WITH THE SAID APPROXIMATE CENTERLINE OF RIDGEMONT DRIVE THE FOLLOWING TWO COURSES:

SOUTH 88 DEGREES 05 MINUTES 24 SECONDS EAST, A DISTANCE OF 128.94 FEET TO A 5/8 INCH STEEL ROD WITH PLASTIC YELLOW CAP STAMPED "JDJR" FOUND FOR CORNER;

SOUTH 85 DEGREES 07 MINUTES 07 SECONDS EAST, A DISTANCE OF 228.84 FEET TO A 5/8 INCH STEEL ROD WITH PLASTIC YELLOW CAP STAMPED "JDJR" FOUND FOR CORNER IN THE WEST RIGHT-OF-WAY LINE OF THE DALLAS AREA RAPIT TRANSIT RAILROAD, SAME POINT BEING THE MOST NORTHERLY NORTHEAST CORNER OF SAID CITY OF ALLEN TRACT;

THENCE, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID RAILROAD THE FOLLOWING THREE COURSES:

SOUTH 21 DEGREES 11 MINUTES 26 SECONDS WEST, A DISTANCE OF 61.00 FEET TO A 1/2 INCH STEEL ROD FOUND FOR CORNER;

SOUTH 88 DEGREED 05 MINUTES 26 SECONDS EAST, A DISTANCE OF 26.49 FEET TO A 1/2 INCH STEEL ROD FOUND FOR CORNER;

SOUTH 21 DEGREES 11 MINUTES 36 SECONDS WEST, A DISTANCE OF 644.05 FEEL TO A 5/8 INCH STEEL ROD WITH PLASTIC YELLOW CAP STAMPED "JDJR" FOUND FOR CORNER, SAME POINT BEING THE NORTHEAST CORNER OF LOT 2, BLOCK A, RIDGEMONT/75 ADDITION, AN ADDITION TO THE CITY OF ALLEN, ACCORNDING TO THE PLAT THEREOF RECORDED IN CABINET Q, SLIDE 490, PLAT RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 71 DEGREES 41 MINUTES 39 SECONDS WEST, DEPARTING THE WEST REIGHT-OF-WAY LINE OF SAID RAILROAD AND ALONG THE NORTH LINE OF SAID LOT 2, AT 306.08 FEET PASS A 5/8 INCH STEEL ROD FOUND FOR THE NORTHWEST CORNER OF SAID LOT 2, AND CONTINUING FOR A TOTAL DISTANCE OF 326.08 FEET TO A 5/8 INCH STEEL ROD WITH PLASTIC YELLOW CAP STAMPED "JDJR" SET FOR CORNER IN THE EAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 75;

THENCE, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO 75 THE

FOLLOWING FOUR COURSES:

NORTH 18 DEGREES 18 MINUTES 21 SECONDS EAST, A DISTANCE OF 361.77 FEET TO A ½ INCH STEEL ROD FOUND FOR CORNER;

NORTH 01 DEGREES 29 MINUTES 04 SECONDS WEST, A DISTANCE OF 156.85 FEET TO A 5/8 INCH STEEL ROD WITH PLASTIC YELLOW CAP STAMPED “JDJR” FOUND FOR CORNER;

NORTH 53 DEGREES 33 MINUTES 56 SECONDS EAST, A DISTANCE OF 77.98 FEET TO A 5/8 INCH STEEL ROD WITH PLASTIC YELLOW CAP STAMPED “JDJR” FOUND FOR CORNER;

NORTH 14 DEGREES 55 MINUTES 49 SECONDS EAST, A DISTANCE OF 34.18 FEET TO THE PLACE OF BEGINNING.

CONTAINING A COMPUTED AREA OF 230,327 SQUARE FEET OR 5.288 ACRES OF LAND.

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:	September 28, 2010
SUBJECT:	Conduct a Public Hearing and Adopt an Ordinance Granting SUP Specific Use Permit No. 113 for National American University. The Property is 5.288± acres Being Lot 1, Block A, Ridgemont/75 Addition, to be Located in 4,439 Square Feet of Space in the Office Building at 1101 S. Central Expressway, Suite 100
STAFF RESOURCE:	Helen-Eve Liebman, AICP, Senior Planner
BOARD/COMMISSION ACTION:	The Planning and Zoning Commission conducted a Public Hearing at the September 7, 2010 meeting and recommended approval of the request for an SUP Specific Use Permit SUP for National American University.
ACTION PROPOSED:	Conduct a Public Hearing and Adopt an Ordinance Granting SUP Specific Use Permit No. 113 for National American University. The Property is 5.288± acres Being Lot 1, Block A, Ridgemont/75 Addition, to be Located in 4,439 Square Feet of Space in the Office Building at 1101 S. Central Expressway, Suite 100

BACKGROUND

The property is located southeast of US75 and Ridgemont Drive. The property to the north across Ridgemont Drive is zoned LI, C Light Industrial, Conditional. The property to the east is zoned LI Light Industrial. The property to the south is zoned GO Garden Office and located to the west is US75.

The applicant has submitted a request for an SUP Specific Use Permit to allow for a college, university, or trade school for 4,439± square feet of the 59,228± square foot existing office building. The floor plan for the proposed use includes a classroom and indicates the majority of the floor area to be used as office.

Staff has evaluated the floor area to be dedicated to the use, the parking provided, and the access to the site and determined the application is acceptable.

On September 7, 2010 the Planning and Zoning Commission recommended approval of the request.

LEGAL NOTICES

Public Hearing Sign Installed – August 27, 2010
Public Hearing Letters Mailed – August 27, 2010

STAFF RECOMMENDATION

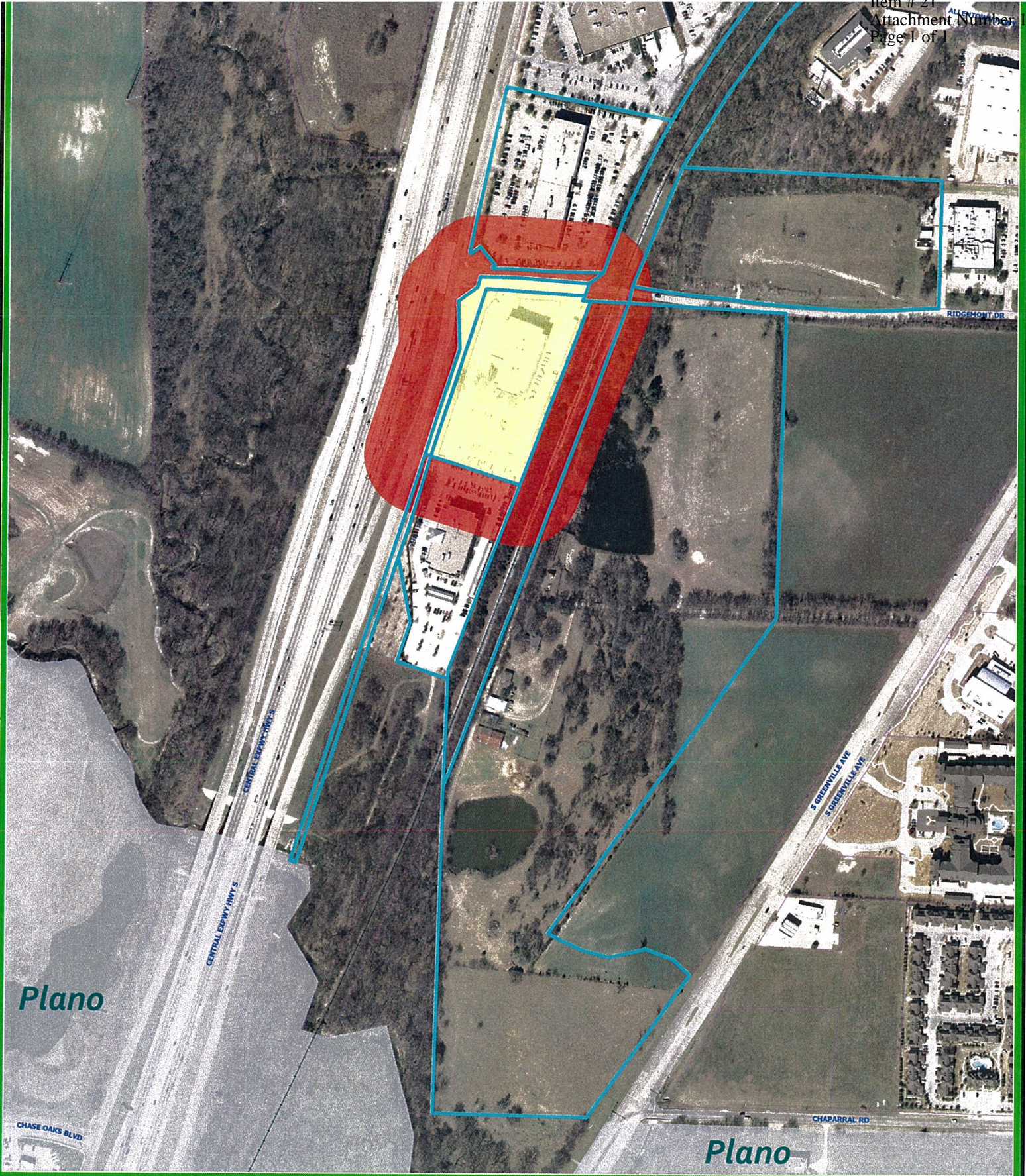
Staff concurs with the recommendation of the Planning and Zoning Commission.

MOTION

I make a motion to adopt Ordinance No. _____ granting Specific Use Permit No. 113 for National American University; located in 4,439 square feet of space in the office building at 1101 S Central Expressway, Suite 100.

ATTACHMENT

Property Ownership Location Map
Minutes from 9/7/2010 P&Z Meeting
Ordinance



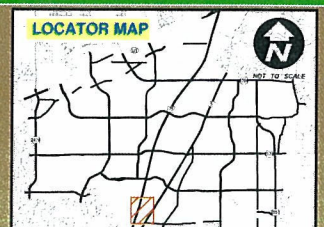
NATIONAL AMERICAN UNIVERSITY
1101 Central Expressway South
Property Ownership Notification

Map Legend

- Proposed Rezone Parcel
- 200-ft Buffer Zone
- Railroad
- City Limit
- Property Boundary



Planning & Development - GIS
Revision Date: 09/2010



September 7, 2010 P&Z Meeting Minutes

Agenda Item #5: Public Hearing – Conduct a Public Hearing and consider an SUP Specific Use Permit for National American University. The property is 5.288± acres being Lot 1, Block A, Ridgemont/75 Addition, to be located in 4,439 square feet of space in the office building at 1101 S Central Expressway, Suite 100. [National American University]

Helen-Eve Liebman, Senior Planner, spoke to the Commission. The property is the same location as in the previous item. The applicant has submitted a request for an SUP Specific Use Permit to allow for a college, university, or trade school in 4,439± square feet of the 59,228± square foot existing office building. The floor plan for the proposed use includes a classroom and indicates the majority of the floor area to be used as office. Staff has evaluated the floor area to be dedicated to the use, the parking provided, and the access to the site and determined the application is acceptable.

Staff recommends approval of the request.

Chairman Wendland reiterated that the SUP request is limited to the 4,439 rentable square feet.

Commissioner Dreggors asked if the existing parking will accommodate this use. Ms. Liebman stated the university functions mainly as an office use. A very small portion of the space is designated for classrooms.

Commissioner Dreggors inquired about the parking accommodating hourly traffic. Fred Gans, Cornerstone Development, 8409 Pickwick Lane, Suite 272, Dallas, applicant, answered the space will average 20-25 people at the most. This is a training center; not a setting to attend classes.

Chairman Wendland opened the Public Hearing.

With no one wishing to speak, Chairman Wendland closed the Public Hearing.

Motion: Upon a motion by Commissioner Dreggors, and a second by Commissioner Platt, the Commission voted 6 IN FAVOR, and 0 OPPOSED, to recommend approval of the SUP Specific Use Permit for National American University.

The motion carried.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP, AS PREVIOUSLY AMENDED, BY GRANTING SPECIFIC USE PERMIT NO. 113 TO ALLOW A 4,439 SQUARE FOOT PORTION OF THE BUILDING LOCATED ON A 5.288 ± ACRE TRACT OF LAND PRESENTLY ZONED GO – “GARDEN OFFICE” (ALSO KNOWN AS 1101 S. CENTRAL EXPRESSWAY, SUITE #100, ALLEN, TEXAS,) FOR A UNIVERSITY; PROVIDING FOR SPECIAL CONDITIONS; ADOPTING A FLOOR PLAN; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1. The Allen Land Development Code Zoning Regulations and the Zoning Map of the City of Allen, Collin County, Texas, be amended by granting Specific Use Permit No. 113 for a 4,439 square foot portion of the building located on a 5.288± acre tract of land presently zoned GO – “Garden Office” described in Exhibit “A,” attached hereto and incorporated herein by reference (“the Property”)(also known as 1101 S. Central Expressway, Suite #100, Allen, Texas) to be used for a university.

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

1. The Specific Use Permit and this ordinance shall terminate six (6) months after the adoption of this ordinance unless a certificate of occupancy has been issued by that date for use of the Property as a university, or an extension has been granted as provided in Allen Land Development Code Section 6.01.
2. The operation of the university authorized by this Ordinance and the Specific Use Permit granted hereby is expressly limited to the area of the Property shown in the Floor Plan attached hereto as Exhibit “B” and incorporated herein by reference and shall be developed and used only in accordance with said Floor Plan; provided, however, nothing in this Ordinance shall be construed as prohibiting users or occupants of the area shown on the Floor Plan from using common areas within the remaining portion of the building and the Property that are available for the non-exclusive use of all other occupants and users of the Property, such as restrooms, lobby areas, elevator areas, and parking areas.

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

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

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

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 28TH DAY OF SEPTEMBER, 2010.

APPROVED:

Stephen Terrell, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY

Shelley B. George, CITY SECRETARY

EXHIBIT "A"
LEGAL DESCRIPTION

RIDGEMONT/75 ADDITION
LOT 1, BLOCK A

A 5.288 ACRE TRACT OF LAND LOCATED IN THE MCBAIN JAMISON SURVEY, ABSTRACT NO. 500 AND THE RUFUS SEWELL SURVEY, ABSTRACT NO. 875, CITY OF ALLEN, COLLIN COUNTY, TEXAS, AND BEING A PART OF A 16.306 ACRE TRACT OF LAND CONVEYED TO CITY OF ALLEN AND/OR ALLEN ISD AND COLLIN COUNTY AND/OR COLLIN COUNTY CCD AS RECORDED IN INSTRUMENT NO. 92-0020531 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, SAID 16.306 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN DEED TO W. CHRISTIPHER PRICE, TRUSTEE, AS RECORDED IN VOLUME 1831, PAGE 638 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, SAID 5.288 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH STEEL ROD WITH PLASTIC YELLOW CAP STAMPED "JDJR" FOUND FOR CORNER IN THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 75 (A VARIABLE WIDTH RIGHT-OF-WAY) AND ALSO BEING IN THE APPROXIMATE CENTERLINE OF RIDGEMONT DRIVE, SAME POINT BEING THE MOST NORTHERLY NORTHWEST CORNER OF THE AFOREMENTIONED CITY OF ALLEN TRACT;

THENCE, ALONG THE NORTH LINE OF SAID CITY OF ALLEN TRACT WITH THE SAID APPROXIMATE CENTERLINE OF RIDGEMONT DRIVE THE FOLLOWING TWO COURSES:

SOUTH 88 DEGREES 05 MINUTES 24 SECONDS EAST, A DISTANCE OF 128.94 FEET TO A 5/8 INCH STEEL ROD WITH PLASTIC YELLOW CAP STAMPED "JDJR" FOUND FOR CORNER;

SOUTH 85 DEGREES 07 MINUTES 07 SECONDS EAST, A DISTANCE OF 228.84 FEET TO A 5/8 INCH STEEL ROD WITH PLASTIC YELLOW CAP STAMPED "JDJR" FOUND FOR CORNER IN THE WEST RIGHT-OF-WAY LINE OF THE DALLAS AREA RAPID TRANSIT RAILROAD, SAME POINT BEING THE MOST NORTHERLY NORTHEAST CORNER OF SAID CITY OF ALLEN TRACT;

THENCE, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID RAILROAD THE FOLLOWING THREE COURSES:

SOUTH 21 DEGREES 11 MINUTES 26 SECONDS WEST, A DISTANCE OF 61.00 FEET TO A 1/2 INCH STEEL ROD FOUND FOR CORNER;

SOUTH 88 DEGREED 05 MINUTES 26 SECONDS EAST, A DISTANCE OF 26.49 FEET TO A 1/2 INCH STEEL ROD FOUND FOR CORNER;

SOUTH 21 DEGREES 11 MINUTES 36 SECONDS WEST, A DISTANCE OF 644.05 FEEL TO A 5/8 INCH STEEL ROD WITH PLASTIC YELLOW CAP STAMPED "JDJR" FOUND FOR CORNER, SAME POINT BEING THE NORTHEAST CORNER OF LOT 2, BLOCK A, RIDGEMONT/75 ADDITION, AN ADDITION TO THE CITY OF ALLEN, ACCORNDING TO THE PLAT THEREOF RECORDED IN CABINET Q, SLIDE 490, PLAT RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 71 DEGREES 41 MINUTES 39 SECONDS WEST, DEPARTING THE WEST RIGHT-OF-WAY LINE OF SAID RAILROAD AND ALONG THE NORTH LINE OF SAID LOT 2, AT 306.08 FEET PASS A 5/8 INCH STEEL ROD FOUND FOR THE NORTHWEST CORNER OF SAID LOT 2, AND CONTINUING FOR A TOTAL DISTANCE OF 326.08 FEET TO A 5/8 INCH STEEL ROD WITH PLASTIC YELLOW CAP STAMPED "JDJR" SET FOR CORNER IN THE EAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 75;

THENCE, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO 75 THE FOLLOWING FOUR COURSES:

NORTH 18 DEGREES 18 MINUTES 21 SECONDS EAST, A DISTANCE OF 361.77 FEET TO A 1/2 INCH STEEL ROD FOUND FOR CORNER;

NORTH 01 DEGREES 29 MINUTES 04 SECONDS WEST, A DISTANCE OF 156.85 FEET TO A 5/8 INCH STEEL ROD WITH PLASTIC YELLOW CAP STAMPED "JDJR" FOUND FOR CORNER;

NORTH 53 DEGREES 33 MINUTES 56 SECONDS EAST, A DISTANCE OF 77.98 FEET TO A 5/8 INCH STEEL ROD WITH PLASTIC YELLOW CAP STAMPED "JDJR" FOUND FOR CORNER;

NORTH 14 DEGREES 55 MINUTES 49 SECONDS EAST, A DISTANCE OF 34.18 FEET TO THE PLACE OF BEGINNING.

CONTAINING A COMPUTED AREA OF 230,327 SQUARE FEET OR 5.288 ACRES OF LAND.

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

September 28, 2010

SUBJECT:

Consider Appointments to Fill Expiring Terms and Vacancies on the Following Boards, Commissions, Committees and Corporations: Animal Shelter Advisory Committee, Arts of Collin County Commission, Board of Adjustment/Building and Standards Commission/Sign Control Board, Allen Community Development Corporation Board, Allen Economic Development Corporation Board, Keep Allen Beautiful Board, Library Board, Parks and Recreation Board, Planning and Zoning Commission, Public Art Committee and City Health Officer.

STAFF RESOURCE:

Shelley B. George, City Secretary

ACTION PROPOSED:

Consider Appointments to Fill Expiring Terms and Vacancies on All City Boards, Commissions and Corporations

BACKGROUND

The Council Nominating Committee has conducted interviews with interested candidates to fill expiring terms and vacancies on all City Boards, Commissions and Corporations. Attached is a list of all positions available for appointment.

STAFF RECOMMENDATION

Staff recommends Council consider making appointments to fill the vacancies on the previously listed Boards, Commissions and Corporations based upon the recommendations of the Council Nominating Committees.

MOTION

I make a motion to nominate the following individuals as recommended by the Council Nominating Committees to the designated places on the Animal Shelter Advisory Committee, Arts of Collin County Commission, Board of Adjustment/Building and Standards Commission/Sign Control Board, Allen Community Development Corporation Board, Allen Economic Development Corporation Board, Keep Allen Beautiful Board, Library Board, Parks and Recreation Board, Planning and Zoning Commission, Public Art Committee, and City Health Officer, respectively.

ATTACHMENT

Appointment Chart

2010 BOARD APPOINTMENTS

BOARD NAME	TERM EXPIRES	APPOINTEE
ANIMAL SHELTER ADVISORY COMMITTEE		
Place No. 4	09-30-12	
ARTS OF COLLIN COUNTY COMMISSION		
Allen Representative	09-30-13	
BOARD OF ADJUSTMENT / BUILDING & STANDARDS COMMISSION / SIGN CONTROL BOARD		
Place No. 2	09-30-12	
Place No. 4	09-30-12	
CENTRAL BUSINESS DISTRICT DESIGN REVIEW COMMITTEE		
Place No. 2	09-30-12	
COMMUNITY DEVELOPMENT CORPORATION		
Place No. 2	09-30-12	
Place No. 4	09-30-12	
Place No. 6	09-30-12	
ECONOMIC DEVELOPMENT CORPORATION		
Place No. 4	09-30-13	
Place No. 5	09-30-13	
KEEP ALLEN BEAUTIFUL BOARD		
Place No. 2	09-30-12	
Place No. 4	09-30-12	
Place No. 6	09-30-12	

BOARD NAME	TERM EXPIRES	APPOINTEE
LIBRARY BOARD		
Place No. 2	09-30-12	
Place No. 4	09-30-12	
Place No. 6	09-30-12	
PARKS AND RECREATION BOARD		
Place No. 2	09-30-12	
Place No. 4	09-30-12	
Place No. 6	09-30-12	
PLANNING AND ZONING COMMISSION		
Place No. 1	09-30-11	
Place No. 2	09-30-12	
Place No. 4	09-30-12	
Place No. 6	09-30-12	
PUBLIC ART COMMITTEE		
Place No. 2	09-30-12	
Place No. 4	09-30-12	
Place No. 6	09-30-12	
CITY HEALTH OFFICIAL		
Health Officer	09-30-12	

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: September 28, 2010

SUBJECT: Motion to Confirm Appointments of Councilmembers as Liaisons to City Boards and Commissions, as Nominated by Mayor Terrell

STAFF RESOURCE: Shelley B. George, City Secretary

ACTION PROPOSED: Confirm Appointments of Councilmembers as Board Liaisons

BACKGROUND

Section 1.3 of the *City Council Rules of Order and Procedure* states:

“At the commencement of the City Council year in June, the Mayor nominates and the City Council confirms Councilmember appointments to outside agencies, committees, task forces, boards and commissions, and liaison appointments. Councilmembers provide a link for representing the values, beliefs and position of the City Council to these entities. The representative will periodically report to the City Council on the activities of these organizations. ”

Councilmembers serving as liaisons for FY 2009-10 were:

Mayor Pro Tem Stout - Public Art Committee

Councilmember Obermeyer - Arts of Collin County Committee; North Texas Municipal Water District

Councilmember Herald - Allen Chamber of Commerce; Parks and Recreation Board; Planning and Zoning Commission

Councilmember Sedlacek - Library Board

Councilmember Caplinger - Board of Adjustment; Building & Standards Commission; Sign Control Board

Councilmember McGregor - Animal Shelter Advisory Committee; Keep Allen Beautiful

MOTION

I make a motion to confirm the appointments of Councilmembers as Board Liaisons to City Boards and Commissions, as nominated by Mayor Terrell.

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE: September 28, 2010

SUBJECT: Motion to Confirm City Council Appointments to the following Council Standing Committees for Fiscal Year 2010-11 as Recommended by Mayor Terrell: Convention and Visitors Bureau Committee, Finance/Audit Committee, and Mayor's Committee

STAFF RESOURCE: Shelley B. George, City Secretary

BACKGROUND

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

"At the commencement of the City Council year in June, the following standing committees and ad hoc committees, each to consist of up to three Councilmembers, shall be recommended for appointment by the Mayor with concurrence through a motion of the full City Council.

Standing Committees

The Mayor's Committee (membership consisting of the Mayor and the Mayor Pro Tem) which is responsible for review of the City Council meeting agenda prior to posting the final agenda.

The Finance/Audit Committee which reviews the audit of the organization and any recommended changes to the employee pay and classification plan.

The Nominating Committee which reviews applications, interviews candidates and makes recommendations to the City Council on appointments to City Boards and Commissions.

The Convention and Visitors Bureau Committee which reviews the tourism program and any recommended changes to Convention and Visitors Bureau's Marketing Plan."

Councilmembers serving on the Council Standing Committees during FY 2009-10 were:

Convention and Visitors Bureau Committee: Councilmembers Herald, Sedlacek, and McGregor

Finance/Audit Committee: Councilmembers Sedlacek, Caplinger, and McGregor

Mayor's Committee: Mayor Terrell and Mayor Pro Tem Stout

The Nominating Committee was appointed in August.

MOTION

I make a motion to confirm the following appointments to the Council Standing Committees for Fiscal Year 2010-11, as recommended by Mayor Terrell:

*Convention and Visitors Bureau Committee: _____,
_____, and _____.*

*Finance/Audit Committee: _____, _____, and
_____.*

Mayor's Committee: Mayor Terrell and Mayor Pro Tem Stout