

**AGENDA
CITY OF ALLEN
CITY COUNCIL REGULAR MEETING
APRIL 26, 2016 – 7:00 P.M.
COUNCIL CHAMBERS
ALLEN CITY HALL
305 CENTURY PARKWAY
ALLEN, TEXAS 75013**

Call to Order and Announce a Quorum is Present.

Pledge of Allegiance.

Public Recognition.

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

Presentation of a Proclamation to Wendy Hanna, Executive Director of The Turning Point, Proclaiming April 2016 as "Sexual Assault Awareness Month."
Presentation of a Proclamation to Representatives of Blacksheep Motorcycle Club, Proclaiming May 2016 as "Motorcycle Safety and Awareness Month."
Presentation of a Proclamation to Kurt Kasson, Chief Building Official with the City of Allen Proclaiming May 2016 as "Building Safety Month."
3. Presentation of Reuse-a-Shoe Contest Winners.
4. Briefing on the Great American Clean Up Event.
5. Presentation of the Board of Adjustment/Building and Standards Commission/Sign Control Board's Annual Report by Chairperson Gene Autrey.

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.]*

6. Approve Minutes of the April 12, 2016, Regular Meeting of the Allen City Council.

7. Adopt a Resolution Authorizing the Creation of the North Central Texas Regional 9-1-1 Emergency Communications District.
8. Adopt a Resolution to Require Oncor Electric Delivery Company, LLC to Show Cause Why its Transmission and Distribution Rates Should Not Be Reduced.
9. Authorize the City Manager to Execute a Software Support Agreement with TriTech Software Systems for the Renewal of Software Support for the Computer Aided Dispatch and Records Management System Utilized by Public Safety For an Amount Not to Exceed \$140,846.
10. Award Bid and Authorize the City Manager to Execute a Contract for The Courses at Watters Creek Golf Course Green Repairs with Landscapes Unlimited For an Amount Not to Exceed \$155,000.
11. Award Bid and Authorize the City Manager to Execute a Contract with Criterion Contractors, Inc. for Interior Renovations to the Allen Animal Shelter For an Amount Not to Exceed \$157,592.20.
12. Award Bid and Authorize the City Manager to Execute a Contract with Sigma Solutions for Installation of Wi-Fi at the Allen Event Center For an Amount Not to Exceed \$170,000.
13. Award Bid and Authorize the City Manager to Execute a Contract with EEC Enviro Service Co., Inc. to Provide and Install a New Chiller at the Allen Public Library and Replace Three (3) Existing Air Conditioning Units at the Allen Animal Shelter For an Amount Not to Exceed \$267,978.
14. Authorize the City Manager to Negotiate and Execute a Second Amendment to the Economic Development Incentive Agreement and Civic Center Agreement with TCH Altera AHCC, LP and Approve Additional Funding of \$1,000,000 for the Hotel and Convention Center Project.
15. Receive the Capital Improvement Program (CIP) Status Reports.
16. Receive the Summary of Property Tax Collections as of March 2016.

Regular Agenda.

17. Conduct a Public Hearing and Adopt an Ordinance Establishing Standards of Care Necessary for a Day Care Licensing Exemption for Youth Camp Programs Operated by the Allen Parks and Recreation Department.
18. Conduct a Public Hearing and Adopt an Ordinance Changing the Zoning of 69.07± Acres of Land Generally Located Northeast of the Allen Premium Outlet Mall to Planned Development No. 78 for Corridor Commercial CC, by Amending the Existing Development Regulations, Concept Plan, Building Elevations, and

Landscape Plan, and Adopting a Sign Plan, and Carts and Kiosks Site Plan for the Allen Premium Outlet Mall Expansion. [Allen Premium Outlet Mall]

Other Business.

19. Calendar.

April 25 - May 3, 2016 - City of Allen General and Special Elections Early Voting Period

May 7, 2016 - Election Day, 7 a.m. - 7 p.m.

20. 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.)

21. 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, April 22, 2016, at 5:00 p.m.

Shelley B. George, City Secretary

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

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

April 26, 2016

SUBJECT:Approve Minutes of the April 12, 2016,
Regular Meeting of the Allen City Council.**STAFF RESOURCE:**

Shelley B. George, City Secretary

ATTACHMENT

Minutes

ALLEN CITY COUNCIL

REGULAR MEETING

APRIL 12, 2016

Present:

Stephen Terrell, Mayor

Councilmembers:

Gary L. Caplinger, Mayor Pro Tem

Kurt Kizer

Ross Obermeyer

Joey Herald

Robin L. Sedlacek

Baine Brooks

City Staff:

Peter H. Vargas, City Manager

Shelli Siemer, Assistant City Manager

Eric Ellwanger, Assistant City Manager

Shelley B. George, City Secretary

Teresa Warren, Director, Public and Media Relations Office

Rebecca Vice, Assistant to the City Manager

Pete Smith, City Attorney

Workshop Session

With a quorum of the Councilmembers present, the Workshop Session of the Allen City Council was called to order by Mayor Terrell at 6:28 p.m. on Tuesday, April 12, 2016, in the Council Conference Room of the Allen City Hall, 305 Century Parkway, Allen, Texas.

- Introduction of Sheila Brauning, Chairperson of the Animal Shelter Advisory Committee
- Update Regarding the Status of Neighborhood Integrity
- Committee Updates from City Council Liaisons
- Questions on Current Agenda

With no further discussion, the Workshop Session of the Allen City Council was adjourned at 7:05 p.m. on Tuesday, April 12, 2016.

Call to Order and Announce a Quorum is Present

With a quorum of the Councilmembers present, the Regular Meeting of the Allen City Council was called to order by Mayor Terrell at 7:08 p.m. on Tuesday, April 12, 2016, in the Council Chambers of the Allen City Hall, 305 Century Parkway, Allen, Texas.

Pledge of Allegiance

Boy Scouts from Troop #1299 posted the colors.

Public Recognition

1. Citizens' Comments.

Vivek Agarwal, 2014 Lunenburg Drive, Allen, Texas, requested the City address leaning electric poles, street lighting, and speed limits.

Gene Potts, 1418 Capstan Drive, Allen, Texas, spoke in opposition to Agenda Item 10.

The following individuals did not speak, but wished to record their opposition to Agenda Item 10:

Steven McDermott, 1116 Belvedere Drive, Allen, Texas;
Holly Kiefer, 511 Cutter Lane, Allen, Texas;
Laura Kiefer, 511 Cutter Lane, Allen, Texas;
Craig Kiefer, 511 Cutter Lane, Allen, Texas;
Jordan Kiefer, 511 Cutter Lane, Allen, Texas;
Dinesh Khemani, 1501 Buoy Bay Court, Allen, Texas;
Karen Stack, 400 Irvine Drive, Allen, Texas;
Lee Lai Ki, 1214 Irvine Drive, Allen, Texas;
IFeng Lai, 1214 Irvine Drive, Allen, Texas;
Katherine Armstrong, 1233 Covina Court, Allen, Texas;
Trent Armstrong, 1233 Covina Court, Allen, Texas;
Kent Arnold, 914 Kilgore Court, Allen, Texas;
Charles Kemp, 1224 Edgewood Lane, Allen, Texas;
Tuan Bui, 1227 Irvine Drive, Allen, Texas;
Loi Ha, 1227 Irvine Drive, Allen, Texas;
Bruce Grover, 1104 Copperas Cove Court, Allen, Texas;
Rupa Tatachar, 1104 Laguna Court, Allen, Texas;
Elizabeth Ralston, 1229 Edgewood Lane, Allen, Texas;
Fred Clinton Ralston, 1229 Edgewood Lane, Allen, Texas;
Zane Lewis, 1313 Granger Drive, Allen, Texas;
Don Edwards, 913 Rotan Court, Allen, Texas;
Steven C. Jones, 303 Napa Drive, Allen, Texas;
Tracy Potts, 1418 Capstan Drive, Allen, Texas;
Tai Thieu, 1227 Irvine Drive, Allen, Texas;
Bethany Bennett, 910 Kilgore Court, Allen, Texas;
Harry Bennett, 910 Kilgore Court, Allen, Texas;
Jill Kelley, 1233 Greenway, Allen, Texas;
Laura McDermott, 1116 Belvedere Drive, Allen, Texas; and,
Richard and Oddrun Mahaffey, 807 Paris Court, Allen, Texas.

Vicki Smith, 1303 Neches Drive, Allen, Texas, did not speak, but wished to record her support for the widening of Alma Drive.

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

- Presentation of a Proclamation to the Allen Americans Proclaiming April 2016 as "Rock Your Red Month."

- Presentation of a Proclamation to the Keep Allen Beautiful Board Proclaiming April 16, 2016, as "Great American Cleanup Day."
- Presentation of a Proclamation to Allison Harper, City of Allen Animal Control Supervisor, Proclaiming April 10-16, 2016, as "Animal Control Officer Appreciation Week."
- Presentation of a Proclamation to Niccole Frazier, City of Allen Victim Advocate, Proclaiming April 10-16, 2016, as "Crime Victims' Rights Week."
- Presentation of a Proclamation to Shellie Taylor, City of Allen Public Safety Communication Manager, Proclaiming April 10-16, 2016, as "Public Safety Telecommunicators Week."

3. Presentation of the Animal Shelter Advisory Committee's Annual Report by Chairperson Sheila Brauning.

Consent Agenda

Mayor Terrell removed the following agenda item from the Consent Agenda.

10. Award Bid and Authorize the City Manager to Execute a Contract with Jim Bowman Construction Company, L.P. in the Amount of \$443,786.10 for Improvements to the Alma Drive and Exchange Parkway Intersection and Establish a Project Budget in the Amount of \$500,000.

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

- 4. Approve Minutes of the March 22, 2016, Regular Meeting of the Allen City Council.**
- 5. Approve the Minutes of the March 29, 2016, Triad Meeting of the Allen City Council, Allen ISD Board of Trustees, and Allen-Fairview Chamber of Commerce Executive Board.**
- 6. Adopt an Ordinance Changing the Name of "South Fountain Gate Drive" Between Grassy Glen Drive and Rolling Ridge Drive to "Rolling Ridge Drive."**

ORDINANCE NO. 3371-4-16: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, CHANGING THE NAME OF SOUTH FOUNTAIN GATE DRIVE BETWEEN GRASSY GLEN DRIVE AND ROLLING RIDGE DRIVE AS DESCRIBED ON EXHIBIT "A" TO ROLLING RIDGE DRIVE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

- 7. Award Bid and Authorize the City Manager to Execute the Purchase of Fertilizer and Chemicals for The Courses at Watters Creek with BWI Companies, Harrell's, LLC, and Target Specialty Products in an Amount not to Exceed \$75,000 with the Option for Two, One-Year Renewals.**
- 8. Authorize the City Manager to Execute a Five Year Lease of Xerox Copiers and Maintenance Services with Denitech, a Dahill Office Technology Corporation, for an Annual Amount not to Exceed \$100,000 through the PACE Purchasing Cooperative Contract.**

9. **Authorize the City Manager to Execute the Purchase of Micro-Surfacing Seal Services from Intermountain Slurry Seal, Inc. in the Amount of \$150,207 for Roadway Treatment in the Fountain Park and High Meadows Subdivisions.**
11. **Award Bid and Authorize the City Manager to Execute a Contract with XIT Paving and Construction, Inc. in the Amount of \$1,288,193 for the 2016 Street and Alley Rehabilitation Project (Various Locations) and Establish a Project Budget in the Amount of \$1,400,000.**

The motion carried.

Mayor Terrell proceeded with the following Agenda Item:

10. **Award Bid and Authorize the City Manager to Execute a Contract with Jim Bowman Construction Company, L.P. in the Amount of \$443,786.10 for Improvements to the Alma Drive and Exchange Parkway Intersection and Establish a Project Budget in the Amount of \$500,000.**

MOTION: Upon a motion made by Councilmember Herald and a second by Councilmember Brooks, the Council voted seven (7) for and none (0) opposed authorizing the City Manager to execute a contract with Jim Bowman Construction Company, L.P., in the Amount of \$443,786.10 for improvements to the Alma Drive and Exchange Parkway Intersection, establish a project budget in the amount of \$500,000, and negotiate a change order for minor modifications, stripping, and the design for the button hook located at the southern boundary of the Sprouts' property after a meeting is held with representatives of the neighborhood. The motion carried.

Regular Agenda

Other Business

12. Calendar.

- April 13 – Ribbon-cutting for Montgomery Boulevard, 10:30 a.m.
- April 14 – Public Art Reception at Blue House Too at Watters Creek.
- April 25 – May 3, 2016 – City of Allen General and Special Elections Early Voting.
- May 7, 2016 – Election Day, 7 a.m. – 7 p.m.

13. Items of Interest.

- Scott Wyatt announced Boy Scout Troop #1299 is having a Garage Sale Fundraiser on April 16 from 7 a.m. to 2 p.m. at Sun creek United Methodist Church.

Executive Session

The Executive Session was not held.

Adjournment

MOTION: Upon a motion made by Councilmember Herald and a second by Councilmember Brooks, the Council voted seven (7) for and none (0) opposed to adjourn the Regular Meeting of the Allen City Council at 7:55 p.m. on Tuesday, April 12, 2016. The motion carried.

These minutes approved on the 26th day of April 2016.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

April 26, 2016

SUBJECT:

Adopt a Resolution Authorizing the Creation of the North Central Texas Regional 9-1-1 Emergency Communications District.

STAFF RESOURCE:

Brian E. Harvey, Chief of Police
Bill Hawley, Fire Chief

ACTION PROPOSED:

Adopt a Resolution Authorizing the Creation of the North Central Texas Regional 9-1-1 Emergency Communications District.

BACKGROUND

The North Central Texas Council of Governments (NCTCOG) currently administers the State's 9-1-1 Program for the City of Allen (and other municipalities and counties), as directed by legislation enacted in 1987. NCTCOG is recognized nationally as a leader in the provision of 9-1-1 services. They have more than met the legislative charge of providing emergency dispatch centers with the latest and best available equipment and technology; and assuring that this equipment and technology is operating or backed up on a 24 hour/365 day basis. Additionally, they have actively assisted with the training and certification of dispatch center personnel.

In the most recent legislative session, the Health and Safety Code was amended by SB 1108/HB 3462 to permit Councils of Governments/Regional Planning Commissions to establish Regional Emergency Communications Districts (ECD). The NCTCOG sees a lot of potential advantages and opportunities that would benefit the area by creating an ECD.

Currently, citizens and businesses are charged 50 cents on their phone bills to pay for 9-1-1 services. This money is remitted to and held by the state until the legislature appropriates all or part of the funds collected to the Texas Commission on State Emergency Communications (CSEC). CSEC then allocates these funds to councils of governments. The problem is that the Legislature does not always appropriate all of the funds collected, but rather retains some of the funds to indicate a balanced state budget. Currently, the state is holding over \$150 million. Over 15% of this amount has been collected from the North Central Texas region.

If the NCTCOG were to create an ECD, the monies collected through the maximum 50 cent fee would be remitted in their entirety to this district. The major benefit from this, aside from all the funds collected in this region coming back to it, is that a long-range strategic plan could be adopted outlining future capital improvements and replacements for our dispatch centers based on a known and reliable stream of revenue. Under the present situation, the NCTCOG have no certainty of the amount of funding that the region will receive during any given biennium. This results in a lot of inefficiencies because long-term planning for capital equipment is difficult to do.

The other major benefit to the NCTCOG having its own district is one of local control. Policy and budgetary matters would be decided by a Board of Directors consisting of local elected officials from entities served by NCTCOG's 9-1-1 Program. An initial ECD Board of Directors consisting of a representative from participating entities would meet to determine the size of the permanent Board, and the qualifications of its members. At least two-thirds of the initial Board members must be elected officials.

The new law requires that the governing body of each entity now served by a council of governments pass a resolution calling for the creation of an ECD.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the creation of the North Central Texas Regional 9-1-1 Emergency Communications District.

MOTION

I make a motion to adopt Resolution No. _____ authorizing the creation of the North Central Texas Regional 9-1-1 Emergency Communications District.

ATTACHMENT

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AUTHORIZING THE CREATION OF THE NORTH CENTRAL TEXAS, REGIONAL 9-1-1 EMERGENCY COMMUNICATIONS DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 772, Subchapter H, of the Texas Health and Safety Code, cited as the Regional Emergency Communications District Act (the “act”), provides the creation of a Regional Emergency Communications District: and,

WHEREAS, the act applies to a state planning region established under Chapter 391 of the Texas Local Government Code with a population of under 1.5 million, composed of counties and municipalities that operate a 9-1-1 system solely through a regional planning commission: and,

WHEREAS, the Act requires that the governing bodies of each participating county and municipality in the region adopt a resolution approving the creation of the Regional Emergency Communications District (the “District”): and,

WHEREAS, as of (June 1, 1991), the City of Allen exclusively receives 9-1-1 system services operated through the North Central Texas Council of Governments, a regional planning commission.

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

SECTION 1. The Allen City Council authorizes the creation of the North Central Texas Regional 9-1-1 Emergency Communications District.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 26TH DAY OF APRIL 2016.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 26, 2016

SUBJECT: Adopt a Resolution to Require Oncor Electric Delivery Company, LLC to Show Cause Why its Transmission and Distribution Rates Should Not Be Reduced.

STAFF RESOURCE: Eric Ellwanger, Assistant City Manager

ACTION PROPOSED: Adopt a Resolution to Require Oncor Electric Delivery Company, LLC to Show Cause Why its Transmission and Distribution Rates Should Not Be Reduced.

BACKGROUND

On April 29, 2014, Energy Future Holdings (EFH), the parent company of Oncor, filed for bankruptcy. On December 7, 2015, the bankruptcy court signed an Order approving EFH's Sixth Amended Joint Plan of Reorganization which included a plan to sell Oncor to a consortium of investors who would divide Oncor into two companies and create a Real Estate Investment Trust (REIT) in order to provide the Hunt family sole control over Oncor operations and allow REIT owners to capture all federal tax savings derived from the REIT structure.

While the bankruptcy court officially approved EFH's plan, the purchasers, including the Hunt family, were required to file an application at the Public Utility Commission of Texas (PUC) for approval of the transaction that would transfer ownership and control of Oncor and restructure the Company. The PUC held hearings from January 11-14, 2016 to determine whether the proposed REIT transaction is in the public interest.

On March 24, 2016, the PUC in a 2-1 vote approved the transaction subject to a number of conditions supported by Cities to offset some inherent risks associated with the REIT structure. As part of the Commissioners discussions, substantial attention was paid to the fact that REITs receive immediate, permanent exemption from federal taxation to the extent that the REIT distributes income to owners. Hunt and Purchasers claimed their intent is to distribute 100% of income, thus avoiding the asset company (Oncor would be divided into an asset company and an operating company with the operating company leasing assets from the asset company) having to pay any federal income taxes.

Oncor is currently collecting from ratepayers somewhere between \$200 million and \$250 million annually for presumed payments to the IRS. The two commissioners who voted in favor of the transaction with conditions expressed beliefs that the tax savings should be shared with ratepayers. Since the case pending before the Commission was not a rate case, the Commissioners could not reduce Oncor's rates.

The PUC can only initiate rate proceedings in areas where it has original jurisdiction - the

environs areas outside municipal limits. If there is to be any rate relief within municipal limits, Cities must either initiate a rate proceeding by passing a show cause resolution or wait until a final order from the PUC in a case initiated by Oncor, which will not occur before mid-2018. Believing that a two year wait to factor these savings into rates is too long to wait, the Steering Committee of Cities served by Oncor decided to initiate a rate case against Oncor.

As a regulatory authority that retains original jurisdiction, the City of Allen along with the other Cities that make up the Steering Committee of Cities Served by Oncor, may initiate rate making proceedings by filing a Resolution requiring a public utility to show cause why rates should not be reduced. The attached Resolution accomplishes this goal and requires Oncor, on or before September 1, 2016, to file information that demonstrates good cause for showing that Oncor's transmission and distribution rates should not be reduced. This effectively initiates rate making proceedings that are intended to ultimately require a reduction in Oncor rates.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt a resolution to require Oncor Electric Delivery Company, LLC to show cause why its transmission and distribution rates should not be reduced.

MOTION

I make a motion to adopt Resolution No. _____ requiring Oncor Electric Delivery Company, LLC to show cause why its transmission and distribution rates should not be reduced.

ATTACHMENT

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, DIRECTING ONCOR ELECTRIC DELIVERY COMPANY, LLC, TO FILE CERTAIN INFORMATION WITH THE CITY; SETTING A PROCEDURAL SCHEDULE FOR THE GATHERING AND REVIEW OF NECESSARY INFORMATION IN CONNECTION THEREWITH; SETTING DATES FOR THE FILING OF THE CITY'S ANALYSIS OF THE COMPANY'S FILING AND THE COMPANY'S REBUTTAL TO SUCH ANALYSIS; RATIFYING THE HIRING OF LEGAL COUNSEL AND CONSULTANTS; RESERVING THE RIGHT TO REQUIRE THE REIMBURSEMENT OF THE CITY'S RATE CASE EXPENSES; SETTING A PUBLIC HEARING FOR THE PURPOSES OF DETERMINING IF THE EXISTING RATES OF ONCOR ELECTRIC DELIVERY COMPANY ARE UNREASONABLE OR IN ANY WAY IN VIOLATION OF ANY PROVISION OF LAW AND THE DETERMINATION BY THE CITY OF ALLEN OF JUST AND REASONABLE RATES TO BE CHARGED BY ONCOR ELECTRIC DELIVERY COMPANY, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Allen is a regulatory authority under the Public Utility Regulatory Act ("PURA") and has original jurisdiction over the rates of Oncor Electric Delivery Company, LLC ("Oncor"), to determine if such rates are just and reasonable; and,

WHEREAS, Sections 33.021, 36.003 and 36.151 of PURA empower a regulatory authority, on its own motion or on a complaint by any affected person, to determine whether the existing rates of any public utility for any service are unreasonable or in any way in violation of any provision of law, and upon such determination, to determine the just and reasonable rates; and,

WHEREAS, the City of Allen has reason to believe that Oncor is over-earning and its rates are excessive; and,

WHEREAS, the City of Allen is a member of the Steering Committee of Cities Served by Oncor; and,

WHEREAS, the Executive Committee of the Steering Committee of Cities Served by Oncor has recommended that cities pass a Resolution that requires Oncor to show cause why its transmission and distribution rates should not be reduced; and,

WHEREAS, the City Council of the City of Allen desires, on its own motion, to exercise its authority under Sections 33.021, 36.003 and 36.151 of PURA; and,

WHEREAS, a procedural schedule should be established for the filing of certain information by Oncor, followed by the filing of an analysis of such information by the City, the filing of rebuttal information from Oncor, and a public hearing at which time the City shall make a determination whether the existing rates of Oncor are unreasonable or are in any way in violation of any provision of law, and if such rates should be revised, and just and reasonable rates determined for Oncor.

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

SECTION 1. This resolution constitutes notice of the City's intent to proceed with an inquiry into the

transmission and distribution rates charged by Oncor. On or before September 1, 2016, Oncor shall file with the City of Allen information that demonstrates good cause for showing that Oncor's transmission and distribution rates should not be reduced. Specifically, Oncor shall file with the City of Allen information for the test year beginning January 1, 2015 and ending December 31, 2015, regarding Oncor's cost of service elements, including, but not limited to, the elements detailed by the Public Utility Commission as necessary for the filing of a Statement of Intent to Change Rates. The test year may be updated for more current data and shall be adjusted for known and measureable changes.

SECTION 2. City's designated representatives shall have the right to obtain additional information from Oncor through the filing of requests for information, which shall be responded to within fifteen (15) days from the receipt of such request for information.

SECTION 3. City's designated representatives shall file their analysis of Oncor's filing and information on or before October 13, 2016.

SECTION 4. Oncor shall file any rebuttal to the analysis of City's representatives on or before November 10, 2016. With its rebuttal, Oncor may present whatever additional information it desires to defend its current rates.

SECTION 5. A public hearing shall be conducted by the City Council for the City of Allen during a regular council meeting scheduled between November 15 and December 15. At such hearing a representative of Oncor and a representative of the City of Allen's consultants will each be allowed to address the City Council and summarize previously filed reports for no more than 15 minutes. Based upon such hearing, a determination of the reasonableness of the existing rates of Oncor shall be made by the City Council and, if necessary, just and reasonable rates shall be determined to be thereafter observed and enforced for all services of Oncor within the City of Allen, Texas.

SECTION 6. The City Council may, from time to time, amend this procedural schedule and enter additional orders as may be necessary in the public interest and to enforce the provisions hereof.

SECTION 7. Subject to the right to terminate employment at any time, the City of Allen hereby ratifies the Steering Committee's selection of Geoffrey Gay with the law firm of Lloyd, Gosselink, Rochelle & Townsend as legal counsel to assist the City of Allen in its ratemaking and to prosecute any appeals to the Texas Public Utility Commission or court. The Executive Committee of the Steering Committee of Cities Served by Oncor shall retain appropriate consultants to prepare a report and make rate recommendations.

SECTION 8. Fees and expenses of attorneys and consultants assisting the City in the Steering Committee's review of the reasonableness of Oncor's rates will be processed through the Steering Committee but the City reserves the right to seek reimbursement from Oncor pursuant to the PURA Section 33.023.

SECTION 9. That it is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given all as required by Section 551.041, Texas Government Code.

SECTION 10. This Resolution shall become effective immediately upon its passage.

Item # 017/Attachment 1

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 26TH DAY OF APRIL 2016.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

April 26, 2016

SUBJECT:

Authorize the City Manager to Execute a Software Support Agreement with TriTech Software Systems for the Renewal of Software Support for the Computer Aided Dispatch and Records Management System Utilized by Public Safety For an Amount Not to Exceed \$140,846.

STAFF RESOURCE:

Sid Hudson, Director of Information Technology

ACTION PROPOSED:

Authorize the City Manager to Execute a Software Support Agreement with TriTech Software Systems for the Renewal of Software Support for the Computer Aided Dispatch and Records Management System Utilized by Public Safety For an Amount Not to Exceed \$140,846.

BACKGROUND

On February 24, 2009, City Council approved the purchase of a computer aided dispatch (CAD) and records management system (RMS) from TriTech Software Systems. This project included the incorporation of the city's GIS maps for Automated Vehicle Location (AVL) of all public safety vehicles in order to enable the system to dispatch First Responders more efficiently.

The CAD and RMS systems are utilized by the 9-1-1 and non-emergency dispatchers when taking emergency calls from the public. These systems allow dispatch personnel to efficiently dispatch public safety first responders to their destination as well as track all activity the first responders need to keep the citizens, police and fire personnel safe.

This annual service agreement provides the city with the software support and maintenance as well as upgrades to keep the public safety systems current, accurate and operational.

BUDGETARY IMPACT

This software support and maintenance is included in the Information Technology departmental budget for Fiscal Year 2016.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute a Software Support Agreement with TriTech Software Systems for the renewal of Software Support Agreement for the Computer Aided Dispatch and Records Management System utilized by Public Safety for an amount not to exceed of \$140,846.

MOTION

I make a motion to authorize the City Manager to execute a Software Support Agreement with TriTech Software Systems for the renewal of Software Support Agreement for the Computer Aided Dispatch and Records Management System utilized by Public Safety for an amount not to exceed of \$140,846.

ATTACHMENT

TriTech Renewal of Software Support Agreement

March 31, 2016

City of Allen
Attn. Sid Hudson
305 Century Parkway
Allen, TX. 75013

Renewal of Software Support Agreement

This letter is an important notice to renew your Software Support Agreement for your TriTech System, which is due to expire on April 30, 2016. The renewal of the Software Support Agreement will allow you to continue to take advantage of the software support and maintenance services provided by TriTech Software Systems and allow you to receive upgrades to your TriTech System.

Please complete and sign this Support Renewal Agreement and return it to TriTech along with your payment to assure uninterrupted software support and maintenance services coverage. Action on this Support Renewal Agreement is time sensitive; services to support your system will not be provided if you have not paid your Support Renewal Fee by the Expiration date of your Software Support Agreement.

TriTech Support Services Renewal Agreement Amendment

Client agrees to renew its Software Support Agreement dated February 2009, the terms of which are incorporated by reference herein as though set forth in full, and according to the terms and conditions included herein. Except as modified herein, all other terms and conditions of the Software Support Agreement shall remain in full force and effect. With respect to the content herein, in the event of any conflict between this Software Support Renewal Agreement Amendment and the Software Support Agreement, the terms of this Software Support Renewal Agreement Amendment shall control. This Support Renewal Agreement Amendment and applicable support fees must be signed, paid and returned by May 1, 2016 to avoid any interruptions in the software support and maintenance services provided by TriTech. Payment of \$140,845.27 for this period is due by May 1, 2016.

Note: Escrow Fees are calculated separately and added to your annual support fee.

Payment

For your convenience, we have enclosed an invoice for the full amount of the TriTech Support Services Renewal Fees covering period beginning May 1, 2016 - April 30, 2017. If you have any questions, please contact Tracy Townsend at 858-799-7398 or your Account Executive at 858-799-7000.

Allen (TX458)

Product Name	Notes	Licenses	Cost per License	Total License Cost	Support Term 5/1/16-4/30/17
Primary Server SWL - Multi Agency		1	30,000.00	30,000.00	7,762.57
Dispatcher/Call Taker SWL		4	10,000.00	40,000.00	10,350.09
Administrator User SWL		2	5,000.00	10,000.00	2,587.52
Test/Training Server SWL (Virtualized)		1	10,000.00	10,000.00	2,587.52
VisiNet Browser Site License		1	25,000.00	25,000.00	6,468.81
VisiNet Browser Reports Module (included in new sales)		1	0.00	0.00	0.00
NCIC/State Message Switch License		1	50,000.00	50,000.00	12,937.62
Additional NCIC/State Message Switch connections		4	7,500.00	30,000.00	7,762.57
Archive and Reporting Server		1	5,000.00	5,000.00	1,293.76
Quickest Path Unit Recommendation Module		8	1,000.00	8,000.00	2,070.02
Event Playback		1	7,500.00	7,500.00	1,940.64
NCIC/State Query User Module		8	500.00	4,000.00	1,035.01
GISLink Streets Utility Module		1	20,000.00	20,000.00	5,175.05
Advanced Timers Module		1	5,000.00	5,000.00	1,293.76
SOP Module		1	7,500.00	7,500.00	1,940.64
Controlling Dispatcher Module (included in CAD)		1	0.00	0.00	0.00
Dispatch Rules Module (included in CAD)		1	0.00	0.00	0.00
Geofile Cross Reference Module (point n polygon)		8	250.00	2,000.00	517.50
Snapshot Module		1	2,500.00	2,500.00	646.88
Unit Swap Module		1	2,500.00	2,500.00	646.88
VisiCAD File Attachments Module		1	0.00	0.00	0.00
VisiNet Mobile Server (51-100)		1	25,000.00	25,000.00	6,468.81
VisiNet Mobile Mapping server		1	5,000.00	5,000.00	1,293.76
VisiNet Mobile Base Client License		20	200.00	4,000.00	1,035.01
VisiNet Mobile Base Client License w/CJIS/NCIC Forms		34	1,000.00	34,000.00	8,797.58
VisiNet Mobile Mapping license w/AVL		54	300.00	16,200.00	4,191.79
VisiNet Mobile Text to Speech/Voice to text		54	100.00	5,400.00	1,397.26
VisiNet Mobile Mag Stripe Reader		34	100.00	3,400.00	879.76
VisiNet Mobile Custom Mod for Units/Call Queue		1	14,000.00	14,000.00	3,622.53
VisiNet Mobile Strike Team Module		1	0.00	0.00	0.00
VisiNet Mobile Media Attachment Module		1	0.00	0.00	0.00
Interface Manager License		1	5,000.00	5,000.00	1,293.76
Standard ANI/ALI Interface License		1	9,000.00	9,000.00	2,328.77
Standard EMS Billing Interface License (IntermixePCR) Download		1	9,000.00	9,000.00	2,328.77
Standard Firehouse RMS Data Transfer License		1	25,000.00	25,000.00	6,468.81
Court Interface (Law RMS)		1	10,000.00	10,000.00	2,587.52
Standard Paging Interface License		1	9,000.00	9,000.00	2,328.77
VisiNet Mobile Base Client License		10	1,000.00	10,000.00	2,587.52
VisiCAD DR Server License		1	10,000.00	10,000.00	2,587.52
Test to Speech to Text for Mobile		10	100.00	1,000.00	258.75
Pro QA		4	500.00	2,000.00	517.50
Citris Server Integration Module		1	15,000.00	15,000.00	3,881.29
DR Citris Server Intergration Module		1	5,000.00	5,000.00	1,293.76
Standard CAD to RMS Interface to Denali Law RMS		1	15,000.00	15,000.00	3,881.29
Command Vehicle CAD Workstation License		4	3,000.00	12,000.00	3,105.03
Standard Personal Interface with Firehouse		1	2,800.00	2,800.00	724.51
Standard Personal Interface with Orion		1	10,000.00	10,000.00	2,587.52
Standard Station Alerting Interface to USDD		1	20,000.00	20,000.00	5,175.05
Inform CAD Mapping	[a]	2	500.00	1,000.00	51.90
Inform CAD Mapping Test or Training	[a]	1	500.00	500.00	25.95
Inform CAD Position	[a]	2	10,000.00	20,000.00	1,037.92
CAD Mapping Update Fee					240.00
Total Support Base Cost:				557,300.00	
Total Support Renewal Fee:					139,995.27
Escrow Fee:					850.00
Total Adjusted Support Renewal Fee:					140,845.27

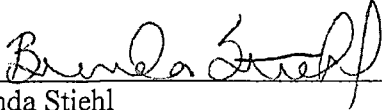
NOTES:

[a] Support prorated 2/8/17 - 4/30/17 (82 days)

ACCEPTED AND AGREED;

TRITECH SOFTWARE SYSTEMS

Signature



Brenda Stiehl
VP, Finance

Printed Name

Title

Date

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 26, 2016

SUBJECT: Award Bid and Authorize the City Manager to Execute a Contract for The Courses at Watters Creek Golf Course Green Repairs with Landscapes Unlimited For an Amount Not to Exceed \$155,000.

STAFF RESOURCE: Tim Dentler, Director Parks and Recreation
Debra Morris, CPPO Purchasing Manager
Jeff Holt, Golf Services Manager

ACTION PROPOSED: Award Bid and Authorize the City Manager to Execute a Contract for The Courses at Watters Creek Golf Course Green Repairs with Landscapes Unlimited For an Amount Not to Exceed \$155,000.

BACKGROUND

A major flood event took place in late November 2015 resulting in substantial damage to the greens and bunkers on holes 16 & 17 on the Traditions Course. Soon afterwards, staff met with the golf course Architect and Engineer who were involved in the recent course renovation to best determine a course of action to minimize damage in future flood events. It was determined that the best strategy is to implement a variety of options that would further stabilize the existing areas rather than consideration of more expensive concepts such as the re-routing or re-locating of existing infrastructure. Staff created a temporary green on hole #16 and utilized the undamaged section of hole #17 to maintain course playability.

On March 29, 2016, the Purchasing Division solicited one hundred and forty-eight (148) vendors and received three (3) responses for The Courses at Watters Creek Golf Course Green Repairs. Staff issued Request for Proposals to determine the most responsive bidder not solely based on price but also considering the vendors experience and qualifications per specific criteria included in the RFP document. Based on the total points evaluated per the criteria, Landscapes Unlimited, LLC. is the highest scoring qualified, responsive vendor to perform these services. Greenscapes Six LLC was the lowest priced respondent. Although their price is \$15,178 lower than Landscapes Unlimited's price, staff notes that their company has among other things, nine (9) years of experience in this business, compared to Landscapes Unlimited's forty (40) years of experience.

BUDGETARY IMPACT

Project funds are available in Fund 390 Non Bond Parks Project PR1602.

STAFF RECOMMENDATION

Staff recommends that the City Council award bid and authorize the City Manager to execute a contract for The Courses at Watters Creek Golf Course green repairs with Landscapes Unlimited for an amount not to exceed \$155,000.

MOTION

I make a motion to award bid and authorize the City Manager to execute a contract for The Courses at Watters Creek Golf Course green repairs with Landscapes Unlimited for an amount not to exceed \$155,000.

ATTACHMENT

Bid Tabulation

Contract Agreement



Proposal Submittals/Tabulation

RFP #2016-1-71

THE COURSES AT WATTERS CREEK GOLF COURSE GREEN REPAIRS

Opened: 3/29/2016

DESCRIPTION	QTY	UOM	LANDSCAPES UNLIMITED LLC		GREENSCAPES SIX LLC		DUININCK, INC.	
PRICING SCHEDULE:			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
MOBILIZATION	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 27,000.00	\$ 27,000.00	\$ 25,000.00	\$ 25,000.00
STAKING	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,569.76	\$ 1,569.76	\$ 2,500.00	\$ 2,500.00
DEMOLITION	1	LS	\$ 5,600.00	\$ 5,600.00	\$ 3,875.93	\$ 3,875.93	\$ 18,300.00	\$ 18,300.00
EARTHWORK	1	LS	\$ -	\$ -	\$ -	\$ -	\$ 7,400.00	\$ 7,400.00
EROSION & SEDIMENTATION CONTROL	1	LS	\$ 400.00	\$ 400.00	\$ 64.69	\$ 64.69	\$ 1,600.00	\$ 1,600.00
DRAINAGE	5	EA	\$ 60.00	\$ 300.00	\$ 645.86	\$ 3,229.30	\$ 2,400.00	\$ 2,400.00
SHAPING & CONTOURING/GREENS #16 & #17	13100	SF	\$ 0.30	\$ 3,930.00	\$ 0.28	\$ 3,668.00	\$ 0.25	\$ 3,275.00
BUNKERS SURROUNDS	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GREEN SLOPES, FAIRWAYS & ROUGHS	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DRAIN TILE 4" PERF W/STONE	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 4,050.70	\$ 4,050.70	\$ 6,600.00	\$ 6,600.00
4" SOLID	1	LS	\$ 850.00	\$ 850.00	\$ 922.84	\$ 922.84	\$ -	\$ -
CLEANOUTS	1	EA	\$ 150.00	\$ 150.00	\$ 1,181.61	\$ 1,181.61	\$ -	\$ -
STONE LAYER-4" USGA APPROVED	13100	SF	\$ 1.15	\$ 15,065.00	\$ 0.88	\$ 11,528.00	\$ 2.00	\$ 26,200.00
GREENSMIX INSTALL 12' OF 85/15 SUREPLAY SAND + PEAT MOSS	13100	SF	\$ 5.65	\$ 74,015.00	\$ 3.72	\$ 48,732.00	\$ 4.50	\$ 58,950.00
FINISH GRADING/CLEANING GREENS	13100	SF	\$ 0.18	\$ 2,358.00	\$ 0.31	\$ 4,061.00	\$ 0.30	\$ 3,930.00
FINISH GRADING/CLEANING FAIRWAYS, ROUGHTS & SLOPES	1	LS	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ 1,200.00	\$ 1,200.00
SPRIGGING, SODDING & PLANTING/GREENS	13100	SF	\$ 0.68	\$ 8,908.00	\$ 0.74	\$ 9,694.00	\$ 0.70	\$ 9,170.00
SPRIGGING, SODDING & PLANTING/FAIRWAYS	1	LS	\$ 680.00	\$ 680.00	\$ -	\$ -	\$ 1,400.00	\$ 1,400.00
DRAIN PIPE ANCHOR/TURN-KEY SOLUTION	1	LS	\$ 5,500.00	\$ 5,500.00		\$ -		\$ -
TOTAL PROPOSED:				\$ 134,756.00	Pricing includes Anchoring Option >	\$ 119,577.83		\$ 167,925.00
CONTINGENCY:				\$ 20,000.00				
TOTAL AWARD/NOT-TO-EXCEED AMOUNT:				\$ 154,756.00				

STATE OF TEXAS

§
§

**AGREEMENT FOR GREENS REPAIRS AT
THE COURSES AT WATTERS CREEK
TRADITIONS GOLF COURSE FOR
GREENS #16 AND #17**

COUNTY OF COLLIN §

This agreement (“Agreement”) is made by and between the City of Allen, Texas (“City”) and Landscapes Unlimited, LLC. (“Contractor”) acting by and through their authorized representatives.

Recitals:

WHEREAS, the City desires to obtain Repair Services for the Courses at Watters Creek Traditions Golf Course (Greens #16 and #17) from Company in accordance with Request for Proposal #2016-1-71 scope of services attached hereto as Exhibit “A” (“Scope of Services”); and

WHEREAS, Company desires to provide services to City in accordance with Scope of Services attached hereto as Exhibit “A”;

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

**Article I
Term**

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until project completion, unless earlier terminated as provided herein (the “Term”).

**Article II
Contract Documents**

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

- A. This Agreement; and
- B. The City’s Request for Proposal #2016-1-71 Specifications (Exhibit A);
- C. The Vendor’s response to Request for Proposal #2016-1-71.

**Article III
Scope of Services**

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

**Article IV
Schedule of Work**

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

**Article V
Compensation and Method of Payment**

Charges. City shall compensate Contractor for the Services, including all labor, materials, equipment and supplies as provided in Exhibit "A." The total compensation to Contractor shall not exceed \$134,756. Contractor shall provide the City with a written invoice describing the work and Services performed as provided in Exhibit "A." Upon approval, City shall compensate Contractor as provided herein and in Exhibit "A" with the payment term being net 30 days after the date the City is delivered a written invoice for Services completed.

**Article VI
Notice to Proceed**

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

**Article VII
Suspension of Work**

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

Item # / City Attachment

Article VIII

Devotion of Time; Personnel; and Equipment

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

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

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

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

Article IX

Availability of Funds

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

Article X

Termination

This Agreement may be terminated by:

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

- Item # 1017 Attachment
- (d) by City, if Contractor suffers an Event of Bankruptcy or Insolvency; or “Event of Bankruptcy” shall mean the dissolution or termination (other than a dissolution or termination by reason of Contractor merging with an affiliate of Contractor) of Contractor’s existence as a going business, insolvency, appointment of receiver for any part of Contractor’s property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Contractor and in the event such proceeding is not voluntarily commenced by the Contractor, such proceeding is not dismissed within ninety (90) business days after the filing thereof;
 - (e) by City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing fiscal year; or

Article XI Insurance

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

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

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

Article XII Miscellaneous

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

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

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

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

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

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

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

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

If intended for City:

City of Allen, Texas
Attn: City Manager
305 Century Parkway
Allen, Texas 75013
Facsimile: 214/509-4118

with copy to:

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

If intended for Contractor:

Landscapes Unlimited, LLC.
Attn: Mr. Roy Wilson
1201 Aries Drive
Lincoln, Nebraska 68512
Facsimile: 402/423-4487

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

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

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

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

invoking its right to indemnification under this Contract. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City.

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

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

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

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

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

(Signature page to follow)

EXECUTED this _____ day of _____, 2016.

CITY OF ALLEN

By: _____
PETER H. VARGAS, CITY MANAGER

305 Century Parkway
Allen, Texas 75013

ATTEST

SHELLEY B. GEORGE, CITY SECRETARY

EXECUTED this _____ day of _____, 2016.

CONTRACTOR

By: _____
Signature of Authorized Officer

Name: _____
Print Name

Title: _____

1201 Aries Drive
Lincoln, Nebraska 68512

**EXHIBIT “A”
SCOPE OF SERVICES**

1. The City’s Request for Proposal #2016-1-71
2. The Vendor’s response to Request for Proposal #2016-1-71
3. Bid Tabulation

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 26, 2016

SUBJECT: Award Bid and Authorize the City Manager to Execute a Contract with Criterion Contractors, Inc. for Interior Renovations to the Allen Animal Shelter For an Amount Not to Exceed \$157,592.20.

STAFF RESOURCE: Chris Flanigan, Director of Engineering

ACTION PROPOSED: Award Bid and Authorize the City Manager to Execute a Contract with Criterion Contractors, Inc. for Interior Renovations to the Allen Animal Shelter For an Amount Not to Exceed \$157,592.20.

BACKGROUND

The Allen Animal Shelter was originally constructed in 1996 and expanded in 2009. The expansion provided additional kennel space and cosmetic upgrades but did not upgrade existing kennel area. The original kennels are of chain link construction, and are failing due to age and canine wear and tear. Consequently, the scope of this renovation is to replace the original chain link kennels and gates with new stainless kennels to match the remainder of the facility, correct the slope in the floors to properly drain, upgrade flooring to a durable surface, upgrade paint to coincide with the Paint for Paws mural, replace ceiling tile, provide minor plumbing upgrades and sanitization equipment, and enlarge the existing wash area to accommodate a commercial washer and dryer.

On April 7, 2016, the City received two responsive bids for this Project:

CONTRACTOR	BASE BID	OH&P	TOTAL
Criterion Contractors, Inc.	\$144,580.00	\$13,580.20	\$157,592.20
HB Construction	\$162,433.00	\$8,121.65	\$170,554.65

BUDGETARY IMPACT

These Animal Shelter renovations will be funded through the Facilities Maintenance Fund.

STAFF RECOMMENDATION

Staff recommends that the City Council award bid and authorize the City Manager to execute a contract with Criterion Contractors, Inc. for interior renovations to the Allen Animal Shelter for an amount not to exceed \$157,592.20.

MOTION

I make a motion to award bid and authorize the City Manager to execute a contract with Criterion Contractors, Inc. for interior renovations to the Allen Animal Shelter for an amount not to exceed \$157,592.20.

ATTACHMENT

Agreement for Construction Services

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

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

Recitals:

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

WHEREAS, Contractor desires to render services to provide all labor, materials, equipment and supplies necessary to perform construction/remodel services in accordance with the terms and conditions set forth in this Agreement and the Contract Documents (the “Services”);

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

Article I
Term

The term of this Agreement shall begin upon the date of the formal Notice to Proceed (the “Effective Date”) and continue through until project completion and City’s acceptance of same, unless earlier terminated as provided herein.

Article II
Contract Documents

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

- A. This Agreement;
- B. City’s Request for Invitation for Bid, Solicitation #2016-3-112 (“Specifications”);
- C. Contractor’s Response to City’s Request, including City’s request for pricing a reduced scope of work, and Contractor’s subsequent reduced pricing (“Response”)
- D. Contractor’s Certificate of Insurance; and

E. Contractor's Bonds

**Article III
Scope of Services**

Contractor shall provide the Services specifically set forth in the City of Allen Invitation for Bid, Solicitation # 2016-3-112, Allen Animal Shelter Renovations, and subsequent agreed upon reduced scope of services, including all drawings, specifications, and details, attached hereto and made a part of this Agreement for all purposes.

**Article IV
Schedule of Work**

Contractor agrees to commence Services beginning with City approval of final dimensions and finishes for the new kennels, followed by a schedule of values, within eight (8) days of Notice to Proceed, and to complete the required Services, including all inspections, punch-list items, close-out documents, warranties, and City's acceptance of same, at the times and locations provided by the City, unless otherwise agreed to, in writing, by both City and Contractor.

**Article V
Compensation and Method of Payment**

5.1 City shall compensate Contractor for the Services, including all labor, materials, equipment and supplies. Contractor is to submit a payment invoice upon final completion, and City acceptance of the Project.

The total compensation to Contractor shall not exceed One Hundred Thirty Nine Thousand Four Hundred Forty-Three and 70/100's (\$139,443.70) during the Term of this Agreement.

5.2 The payment terms shall be net 30 days after Contractor emails a written invoice to accountspayable@cityoffallen.org, for materials purchased, insured and stored, as well as labor and all other Services completed, as of the invoice date.

**Article VI
Notice to Proceed**

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

ITEM # 1117/attachment

Article VII Suspension of Work

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

Article VIII Devotion of Time; Personnel; and Equipment

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

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

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

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

Article IX Availability of Funds

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

Article X Termination

This Agreement may be terminated by:

- (a) by mutual written agreement of the parties;
- (b) immediately by City, if Contractor defaults or breaches any of the terms or conditions of this Agreement;
- (c) by either party, upon thirty (30) days prior to written notice by the terminating party. Should Contractor be the terminating party, Contractor shall state the reason(s) for termination;
- (d) by City, if Company suffers an Event of Bankruptcy or Insolvency; or “Event of Bankruptcy” shall mean the dissolution or termination (other than a dissolution or termination by reason of Company merging with an affiliate of Company) of Company’s existence as a going business, insolvency, appointment of receiver for any part of Company’s property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company and in the event such proceeding is not voluntarily commenced by the Company, such proceeding is not dismissed within ninety (90) business days after the filing thereof;
- (e) by City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing fiscal year; or

Article XI

Insurance

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

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

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

Article XII Miscellaneous

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

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

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

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

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

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

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

12.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified

below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

with copy to:

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

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

If intended for Contractor:

Criterion Contractors Inc.
Attn: Michael Locklear, President
Post Office Box 2325
Allen, Texas 75013
Facsimile: 972-727-4968

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

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

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

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action

by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of Contractor's obligation to indemnify City pursuant to this Contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City.

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

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

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

EXECUTED this _____ day of _____, 2016.

CITY OF ALLEN

By: _____
PETER H. VARGAS, CITY MANAGER

Allen Civic Plaza
305 Century Parkway
Allen, Texas 75013

ATTEST

By: _____
Shelley B. George, City Secretary

EXECUTED this _____ day of _____, 2016.

CRITERION CONTRACTORS INC.

By: _____
MICHAEL LOCKLEAR, PRESIDENT

PO Box 2325
Allen, Texas 75013

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 26, 2016

SUBJECT: Award Bid and Authorize the City Manager to Execute a Contract with Sigma Solutions for Installation of Wi-Fi at the Allen Event Center For an Amount Not to Exceed \$170,000.

STAFF RESOURCE: Sid Hudson, Information Technology Director

ACTION PROPOSED: Award Bid and Authorize the City Manager to Execute a Contract with Sigma Solutions for Installation of Wi-Fi at the Allen Event Center For an Amount Not to Exceed \$170,000.

BACKGROUND

The Allen Event Center opened in 2009 and the Wi-Fi equipment currently in use is the original equipment installed at the time of construction. This equipment is utilized as part of the main point of sale system that food and beverage utilizes for concession sales during events in the building. Due to speed issues, constant problems and the age of the equipment (in excess of 7 years old), staff has determined that replacement is needed.

On April 5, 2016, the Purchasing Division solicited one hundred and forty-five (145) vendors and received three (3) responses for the Wireless (Wi-Fi) Project at the Allen Event Center. (see Award Tab)

BUDGETARY IMPACT

This expenditure was included in the approved FY2016 IT Budget.

STAFF RECOMMENDATION

Staff recommends that the City Council award bid and authorize the City Manager to execute a contract with Sigma Solutions for the installation of Wi-Fi at the Allen Event Center for an amount not to exceed \$170,000.

MOTION

I make a motion to award bid and authorize the City Manager to execute a contract with Sigma Solutions for the installation of Wi-Fi at the Allen Event Center for an amount not to exceed \$170,000.

ATTACHMENT

Event Center Wi-Fi Award Bid Tab
Contract Agreement



BID TABULATION
BID #2016-1-82 - WIRELESS PROJECT FOR THE ALLEN EVENT CENTER
OPENED: APRIL 5, 2016 AT 2:00 P.M.

Item No.	Description	QTY	SIGMA SOLUTIONS		VIASAT WIRELESS SERVICES		CDW DIRECT, LLC	
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Prepaid Training Credits:Redeem W/Cisco Learning Partners	100	\$ 97.07	\$ 9,707.00	\$ 113.12	\$ 11,312.00	\$ -	\$ -
2	10GBASE-SR SFP Module, Enterprise-Class	12	294.43	\$ 3,533.16	327.6	\$ 3,931.20	355.81	\$ 4,269.72
3	Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base	4	3190.41	\$ 12,761.64	4029.48	\$ 16,117.92	4315.34	\$ 17,261.36
4	AC Power cord, 16AWG	4	0	\$ -	0	\$ -	0	\$ -
5	Power Retainer Clip For Cisco 3560-C and 2960-C Compact Swit	4	0	\$ -	0	\$ -	0	\$ -
6	Catalyst 2960-X FlexStack Plus Stacking Module	4	541.31	\$ 2,165.24	602.28	\$ 2,409.12	628.99	\$ 2,515.96
7	Cisco FlexStack 50cm stacking cable	4	0	\$ -	0	\$ -	0	\$ -
8	2.4 GHz 6 dBi/5 GHz 6 dBi 60 Deg. Patch Ant., 4-port, RP-TNC	20	407.23	\$ 8,144.60	415.34	\$ 8,306.80	490.62	\$ 9,812.40
9	2.4 GHz/5 GHz 13 dBi Patch Antenna.,4 port, N conn.	6	679.01	\$ 4,074.06	692.54	\$ 4,155.24	771.37	\$ 4,628.22
10	802.11ac Ctrlr AP 4x4:3SS w/CleanAir;Pro-install;A Reg Dom.	6	722.5	\$ 4,335.00	870.87	\$ 5,225.22	875.49	\$ 5,252.94
11	Cisco 3700 Series IOS WIRELESS LAN RECOVERY	6	0	\$ -	0	\$ -	0	\$ -
12	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	6	0	\$ -	0	\$ -	0	\$ -
13	802.11n AP Low Profile Mounting Bracket (Default)	6	0	\$ -	0	\$ -	0	\$ -
14	802.11ac CAP 10APs w/CleanAir; 3x4:3SS; Ext Ant; A Domain	2	5413.07	\$ 10,826.14	6524.7	\$ 13,049.40	6220.94	\$ 12,441.88
15	Cisco 2700 Series Combined Unified and Autonomous (xxxxx) SW	20	0	\$ -	0	\$ -	0	\$ -
16	BOM Level AP2700e Bulk PID for A reg domain	20	0	\$ -	0	\$ -	0	\$ -
17	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	20	0	\$ -	0	\$ -	0	\$ -
18	Cisco 2700 Series IOS WIRELESS LAN	2	0	\$ -	0	\$ -	0	\$ -
19	802.11n AP Low Profile Mounting Bracket (Default)	20	0	\$ -	0	\$ -	0	\$ -
20	802.11ac CAP w/CleanAir; 3x4:3SS; Int Ant; A Reg Domain	9	496.01	\$ 4,464.09	597.87	\$ 5,380.83	588.87	\$ 5,299.83
21	Cisco 2700 Series Combined Unified and Autonomous (xxxxx) SW	9	0	\$ -	0	\$ -	0	\$ -
22	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	9	0	\$ -	0	\$ -	0	\$ -
23	Cisco 2700 Series IOS WIRELESS LAN	9	0	\$ -	0	\$ -	0	\$ -
24	802.11n AP Low Profile Mounting Bracket (Default)	9	0	\$ -	0	\$ -	0	\$ -
25	Cisco ONE - 5520 Wireless Controller w/rack mounting kit	1	9065.09	\$ 9,065.09	9685.2	\$ 9,685.20	10725	\$ 10,725.00
26	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	2	0	\$ -	0	\$ -	0	\$ -
27	Cisco 5520 Wireless Controller SW Rel. 8.1	1	0	\$ -	0	\$ -	0	\$ -

Item No.	Description	QTY	SIGMA SOLUTIONS		VIASAT WIRELESS SERVICES		CDW DIRECT, LLC	
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
28	770W AC Hot-Plug Power Supply for 5520 Controller	1	316.63	\$ 316.63	0	\$ -	380.37	\$ 380.37
29	Cisco ONE MSE License PAK	1	0	\$ -	0	\$ -	0	\$ -
30	770W AC Hot-Plug Power Supply for 5520 Controller	1	0	\$ -	0	\$ -	0	\$ -
31	PCIe Network Interface 20G	1	0	\$ -	0	\$ -	0	\$ -
32	1.90 GHz E5-2609 v3/85W 6C/15MB Cache/DDR4 1600MHz	1	0	\$ -	0	\$ -	0	\$ -
33	Cisco 5520 Wireless Controller Security Bezel	1	0	\$ -	0	\$ -	0	\$ -
34	240GB 2.5 inch Enterprise Value 6G SATA SSD	1	0	\$ -	0	\$ -	0	\$ -
35	8GB DDR4-2133-MHz RDIMM/PC4-17000/single rank/x4/1.2v	4	0	\$ -	0	\$ -	0	\$ -
36	32GB SD Card for UCS servers	1	0	\$ -	0	\$ -	0	\$ -
37	Trusted Platform Module 1.2 for UCS (SPI-based)	1	0	\$ -	0	\$ -	0	\$ -
38	Cisco ONE Foundation Perpetual - Wireless	76	201.41	\$ 15,307.16	161.7	\$ 12,289.20	189.44	\$ 14,397.44
39	Cisco ONE PI Device License for LF & AS for WLAN	76	0	\$ -	0	\$ -	54.91	\$ 4,173.16
40	Cisco ONE Identity Services Engine 25 EndPoint Base Lic	76	0	\$ -	0	\$ -	0	\$ -
41	Cisco ONE CMX Base (Location + Connect) - 1AP license	76	0	\$ -	0	\$ -	0	\$ -
42	Cisco ONE Wireless LAN Controller AP License (any WLC)	76	0	\$ -	0	\$ -	0	\$ -
43	Cisco ONE Wireless LAN Controller AP License PAK (any WLC)	1	0	\$ -	0	\$ -	0	\$ -
44	Cisco Prime Infrastructure UCS Physical HW Appliance	1	10869.18	\$ 10,869.18	11085.69	\$ 11,085.69	12257.49	\$ 12,257.49
45	SNTC-8X5XNBD Cisco Prime Infrastr	1	1553.06	\$ 1,553.06	4688.64	\$ 4,688.64	1482.1	\$ 1,482.10
46	Cisco Prime Infrastructure 3.0 UCS Appliance Software	1	0	\$ -	0	\$ -	0	\$ -
47	SWSS UPGRADES Cisco Prime Infrastr	1	0	\$ -	0	\$ -	0	\$ -
48	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	2	0	\$ -	0	\$ -	0	\$ -
49	2.30 GHz E5-2650 v3/105W 10C/25MB Cache/DDR4 2133MHz	1	0	\$ -	0	\$ -	0	\$ -
50	16GB DDR4-2133-MHz RDIMM/PC4-17000/dual rank/x4/1.2v	4	0	\$ -	0	\$ -	0	\$ -
51	900GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled mounted	4	0	\$ -	0	\$ -	0	\$ -
52	770W AC Hot-Plug Power Supply for 1U C-Series Rack Server	2	0	\$ -	0	\$ -	0	\$ -
53	Cisco 12Gbps SAS 1GB FBWC Cache module (Raid 0/1/5/6)	1	0	\$ -	0	\$ -	0	\$ -
54	Cisco 12G SAS Modular Raid Controller	1	0	\$ -	0	\$ -	0	\$ -
55	32GB SD Card for UCS servers	2	0	\$ -	0	\$ -	0	\$ -
56	Prime Infrastructure 3.0 Software	1	11.32	\$ 11.32	10.5	\$ 10.50	12.53	\$ 12.53
57	SWSS UPGRADES Prime Infrastructure 3.0 Software	1	4.04	\$ 4.04	11.1	\$ 11.10	4.86	\$ 4.86
58	Cisco Ent MGMT: PI 3.x Platform Base Lic	1	43.03	\$ 43.03	39.9	\$ 39.90	47.62	\$ 47.62

Item No.	Description	QTY	SIGMA SOLUTIONS		VIASAT WIRELESS SERVICES		CDW DIRECT, LLC	
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
59	SWSS UPGRADES Cisco MGMT Prime Infra 3x Platform Bas	1	15.37	\$ 15.37	42.18	\$ 42.18	0	\$ -
60	802.11ac CAP 10APs w/CleanAir; 3x4:3SS; Int Ant; A Domain	4	4723.9	\$ 18,895.60	5978.7	\$ 23,914.80	5921.69	\$ 23,686.76
61	BOM Level AP2700i Bulk PID for A reg domainn	40	0	\$ -	0	\$ -	0	\$ -
62	Cisco 2700 Series IOS WIRELESS LAN	4	0	\$ -	0	\$ -	0	\$ -
63	Cisco 2700 Series Combined Unified and Autonomous (xxxxx) SW	40	0	\$ -	0	\$ -	0	\$ -
64	802.11n AP Low Profile Mounting Bracket (Default)	40	0	\$ -	0	\$ -	0	\$ -
65	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	40	0	\$ -	0	\$ -	0	\$ -
66	Service Package			\$ 35,480.00		\$ 35,870.00		\$ 89,342.00
	TOTAL (ITEMS #1-65)			\$ 151,571.41		\$ 167,524.94		\$ 217,991.64
	Contingency			\$ 18,428.59				
	Total (Not-To-Exceed) Amount:			\$ 170,000.00				

STATE OF TEXAS §
 § **AGREEMENT FOR THE WIRELESS (WI-FI)
 § PROJECT FOR THE ALLEN EVENT CENTER**
COUNTY OF COLLIN §

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

Recitals:

WHEREAS, the City desires to obtain Wireless (Wi-Fi) access to the Allen Event Center from Company in accordance with the bid specifications attached hereto as Exhibit "A" ("Specifications"); and

WHEREAS, Company desires to provide services to City in accordance with its response to Specifications attached hereto as Exhibit "A";

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

**Article I
Term**

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date"), unless earlier terminated as provided herein (the "Initial Term").

**Article II
Contract Documents**

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

- A. This Agreement;
- B. City's Invitation For Bid #2016-1-81 ("Specifications"); and
- C. Company's Response to City's Invitation For Bid #2016-1-81 ("Response").

**Article III
Scope of Services**

Article III Scope of Services

Company shall provide the Services specifically set forth in the Specifications, including those requirements in the sample contract to the extent they do not conflict with this Agreement, as contained in Exhibit "A," which is attached hereto and made a part of this Agreement for all purposes.

Article IV Schedule of Work

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

Article V Compensation and Method of Payment

City shall compensate Company for the Services, including all labor, materials, equipment and supplies as provided in Exhibit "A." The total compensation to Company shall not exceed \$151,572.00 during the Initial Term or any renewal term under this Agreement. Company shall provide the City with written invoices on a monthly basis describing the work and Services performed as provided in Exhibit "A." Upon approval, City shall compensate Company as provided herein and in Exhibit "A" with the payment term being net 30 days after the date the City is delivered a written invoice for Services completed.

Article VI Notice to Proceed

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

Article VII Suspension of Work

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

Article VIII

Devotion of Time; Personnel; and Equipment

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

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

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

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

Article IX

Availability of Funds

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

Article X

Termination

This Agreement may be terminated by:

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

- (d) by City, if Company suffers an Event of Bankruptcy or Insolvency; or “Event of Bankruptcy” shall mean the dissolution or termination (other than a dissolution or termination by reason of Company merging with an affiliate of Company) of Company’s existence as a going business, insolvency, appointment of receiver for any part of Company’s property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company and in the event such proceeding is not voluntarily commenced by the Company, such proceeding is not dismissed within ninety (90) business days after the filing thereof;
- (e) by City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing fiscal year; or

Article XI

Insurance

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

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

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

Article XII

Miscellaneous

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

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

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

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

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

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

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

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

If intended for City:

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

with copy to:

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

If intended for Company:

Sigma Solutions
Attn: Gerard Zimmerebner,
Controller
PO Box 733113
Dallas, Texas 75373-3113
Facsimile: 210/348-9124

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

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

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

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

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

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

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

(Signature page to follow)

EXECUTED this _____ day of _____, 2016.

CITY OF ALLEN

By: _____
PETER H. VARGAS, CITY MANAGER

305 Century Parkway
Allen, Texas 75013

ATTEST

SHELLEY B. GEORGE, CITY SECRETARY

EXECUTED this _____ day of _____, 2016.

COMPANY

By: _____
Signature of Authorized Officer

Name: _____
Print Name

Title: _____

PO Box 733113
Dallas, Texas 75373-3113

EXHIBIT "A"
SPECIFICATIONS AND RESPONSE

1. City's Invitation For Bid #2016-1-81.
2. The Vendor's response to City's Invitation For Bid #2016-1-81.

Item # 12 Attachment

**INVITATION FOR BID
SOLICITATION #2016-1-81
WIRELESS PROJECT – ALLEN EVENT CENTER**

SPECIFICATIONS

PURPOSE:

The City of Allen is seeking to secure a qualified vendor to provide the Allen Event Center with an Arena-wide wireless (Wi-Fi) access in accordance with the specifications provided herein, with an estimated annual expenditure not-to exceed \$170,000.

SCOPE OF WORK:

I. Wireless LAN Requirements:

A. Baseline WLAN Coverage and Capacity

- **WLAN device support:** The WLAN must support a variety of WLAN-enabled devices; including but not limited to Smartphones, tablet PCs, laptops, ticketing and PoS scanners.
- **High-density coverage and capacity:** The WLAN must provide sufficient bandwidth to support the variety of applications used by the thousands of WLAN devices throughout the property.
- **Higher-capacity areas (press and media area, clubs):** The press and media areas typically require higher-bandwidth connections to the Internet and have a high number of devices in a small area. In addition, overflow press areas must be accommodated for special events.
- **Scalability:** The network must be scalable to provide high quality WiFi service in a highly dense environment supporting thousands of users.
- **High Availability:** The WLAN must be designed to support automatic network recovery from the loss of an Internet link or network equipment or link failure with minimal downtime.
- **Enhanced security services:** The WLAN should have in-depth security capabilities that help ensure the integrity of the network, identify threats and devices that cause RF interference that degrade Wi-Fi performance.
- **Access point mounting restrictions:** Because general seating areas have limited overhead structure, access point placement is limited and aesthetic restrictions must be adhered to.

B. End User or WLAN Device Access Requirements

- **Comprehensive WLAN Coverage and seamless roaming:** Users should experience a consistently high level of WLAN performance anywhere within their designated area within the arena and to be able to move about without losing WLAN connection. Note: Seamless roaming does not require active hand-off between APs, unless for VoIP.

- **Simple Fan Internet access:** The fan should only have to choose the arena network in their device and have immediate access to the Internet. The fan experience should be simple, fast, reliable and independent of whom their cellular carrier is.
- **Secure network access for internal IT personnel:** This includes privileged-level access to internal server resources with more stringent authentication using WPA2 pre-shared keys or 802.1X with possible Microsoft Active Directory or other IT directory integration.

C. Management and Control Requirements

- **Centralized WLAN management:** The WLAN management system must support the deployment, operation, and management of hundreds of access points and thousands of users. In addition, the management system should provide the ability to turn off PoE to the APs during the off-season.
- **Tracking user, device, and network statistics:** The WLAN management system must include capabilities to track statistics for trend analysis, troubleshooting and WLAN health monitoring.
- **Location services:** The wireless network should be “location aware” and be able to track hundreds to thousands of WLAN and active RFID devices from directly within the WLAN infrastructure.
- **Unified Wireless and Wired Network Management:** The Network Management System should provide a unified management platform for both the wireless and wired network.
- **Measurement and reporting:** objective measurement and reporting of the fan Wi-Fi experience.

D. Wired Network Requirements

- **Underlying wired network:** The wired network should be designed to withstand equipment or link failures, to support a variety of applications ranging from Point of Sale, Ticketing, and Arena operations, to applications that enhance the guest experience.
- **Platform for innovation:** The wired network should be capable of supporting today’s applications with an upgrade path to support the higher bandwidth and Quality of Service demands of future applications.

E. Service and Support

- **Hardware and software support:** The proposed hardware should include as a minimum 24x7 phone and email technical support with next-business-day advanced hardware replacement. Software support should include access to the latest maintenance updates. Support should also provide access to installation, configuration, maintenance and other relevant technical documentation.

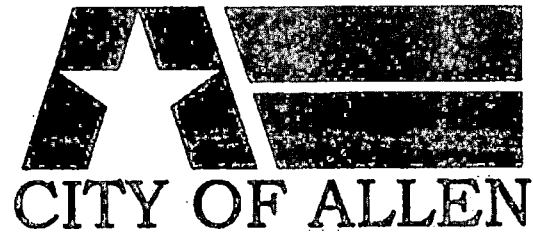
- **Turnkey WLAN solution:** The WLAN Solution provider should provide a set of end-to-end services for planning, designing, implementing, operating, and optimizing the proposed Wireless LAN solution.

The following areas within the Allen Event Center arena are included in the scope for the wireless solution:

- In bowl area (i.e. All levels of open air arena seating to the perimeter of the arena)
- Outer bowl area (i.e. arena concourses, food and beverage areas, VIP suites, function rooms, basement, clubs, bars, back-of-office, ramps, gates and entrances)

The following areas in the Allen Event Center arena are outside of the scope for this project:

- Elevators
- Stairwells
- Outside of the arena



Original

Bid Response for Wireless Project – Allen Event Center

#2016-1-81

Sigma Solutions

Contact: Dean Mazzola

Dean.mazzola@sigmasolinc.com

Phone: 214-436-8555

Cell: 972-672-7623

SIGMA™
SOLUTIONS | A PIVOT COMPANY

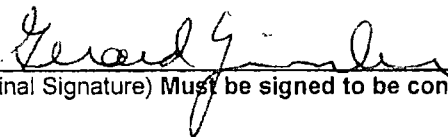
BID ENDORSEMENT

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

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

SUBMITTED BY:

Sigma Solutions
(OFFICIAL Firm Name)

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

Gerard Zimmerebner
(Typed or Printed Name)

Controller 3/30/2016
(Title) (Date)

Remittance
Address: PO Box 733113

Dallas, TX 75373-3113
(Zip Code)

Phone #: (210) 348-9876

Fax #: (210) 348-9124

E-Mail Address: AR@sigmasolinc.com

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

ADDENDUMS/AMENDMENTS: 1) 3/26/2016 date acknowledged
2) 3/30/2016 date acknowledged
3) _____ date acknowledged

SECTION IV
BID FORM/PRICE LIST

Item No.	Part No.	Descriptions	Quantity	Unit Price	Extended Price
1	TRN-CLC-004	1 Prepaid Training Credits:Redeem W/Cisco Learning Partners	100	\$97.07	\$9,707
2	SFP-10G-SR-S=	10GBASE-SR SFP Module, Enterprise-Class	12	\$294.43	\$3,533.16
3	WS-C2960X-48FPD-L	Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base	4	\$3,190.41	\$12,761.64
4	CAB-16AWG-AC	AC Power cord, 16AWG	4	\$0.00	\$0.00
5	PWR-CLP	Power Retainer Clip For Cisco 3560-C and 2960-C Compact Swit	4	\$0.00	\$0.00
6	C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	4	\$541.31	\$2,165.24
7	CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	4	\$0.00	\$0.00
8	AIR-ANT2566D4M-R=	2.4 GHz 6 dBi/5 GHz 6 dBi 60 Deg. Patch Ant., 4-port, RP-TNC	20	\$407.23	\$8,144.60
9	AIR-ANT2513P4M-N=	2.4 GHz/5 GHz 13 dBi Patch Antenna, 4 port, N conn.	6	\$679.01	\$4,074.06
10	AIR-CAP3702P-A-K9	802.11ac Ctrlr AP 4x4:3SS w/CleanAir;Pro-install;A Reg Dom.	6	\$722.50	\$4,335.00
11	SWAP3700-RCOVRY-K9	Cisco 3700 Series IOS WIRELESS LAN RECOVERY	6	\$0.00	\$0.00
12	AIR-AP-T-RAIL-R	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	6	\$0.00	\$0.00
13	AIR-AP-BRACKET-1	802.11n AP Low Profile Mounting Bracket (Default)	6	\$0.00	\$0.00
14	AIR-CAP2702E-AK910	802.11ac CAP 10Aps w/CleanAir; 3x4:3SS; Ext Ant; A Domain	2	\$5,413.07	\$10,826.14

Item No.	Part No.	Descriptions	Quantity	Unit Price	Extended Price
15	SWAP2700-CMB-A1-K9	Cisco 2700 Series Combined Unified and Autonomous (xxxxx) SW	20	\$0.00	\$0.00
16	AIR-CAP2702E-ABULK	BOM Level AP2700e Bulk PID for A reg domain	20	\$0.00	\$0.00
17	AIR-AP-T-RAIL-R	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	20	\$0.00	\$0.00
18	S3G4K9W7-15303JA	Cisco 2700 Series IOS WIRELESS LAN	2	\$0.00	\$0.00
19	AIR-AP-BRACKET-1	802.11n AP Low Profile Mounting Bracket (Default)	20	\$0.00	\$0.00
20	AIR-CAP2702I-A-K9	802.11ac CAP w/CleanAir; 3x4:3SS; Int Ant; A Reg Domain	9	\$496.01	\$4,464.09
21	SWAP2700-CMB-A1-K9	Cisco 2700 Series Combined Unified and Autonomous (xxxxx) SW	9	\$0.00	\$0.00
22	AIR-AP-T-RAIL-R	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	9	\$0.00	\$0.00
23	S3G4K9W7-15303JA	Cisco 2700 Series IOS WIRELESS LAN	9	\$0.00	\$0.00
24	AIR-AP-BRACKET-1	802.11n AP Low Profile Mounting Bracket (Default)	9	\$0.00	\$0.00
25	C1-AIR-CT5520-K9	Cisco ONE - 5520 Wireless Controller w/rack mounting kit	1	\$9,065.09	\$9,065.09
26	CAB-C13-C14-2M	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	2	\$0.00	\$0.00
27	AIR-CT5520-SW-8.1	Cisco 5520 Wireless Controller SW Rel. 8.1	1	\$0.00	\$0.00
28	AIR-PSU1-770W	770W AC Hot-Plug Power Supply for 5520 Controller	1	\$316.83	\$316.83
29	C1-MSE-PAK	Cisco ONE MSE License PAK	1	\$0.00	\$0.00
30	AIR-PSU1-770W	770W AC Hot-Plug Power Supply for 5520 Controller	1	\$0.00	\$0.00

Item No.	Part No.	Descriptions	Quantity	Unit Price	Extended Price
31	AIR-CT6870-NIC-K9	PCIe Network Interface 20G	1	\$0.00	\$0.00
32	AIR-CPU-E52609D	1.90 GHz E5-2609 v3/85W 6C/15MB Cache/DDR4 1600MHz	1	\$0.00	\$0.00
33	AIR-BZL-C220M4	Cisco 5520 Wireless Controller Security Bezel	1	\$0.00	\$0.00
34	AIR-SD240G0KS2-EV	240GB 2.5 inch Enterprise Value 6G SATA SSD	1	\$0.00	\$0.00
35	AIR-MR-1X081RU-A	8GB DDR4-2133-MHz RDIMM/PC4-17000/single rank/x4/1.2v	4	\$0.00	\$0.00
36	AIR-SD-32G-S	32GB SD Card for UCS servers	1	\$0.00	\$0.00
37	AIR-TPM2-001	Trusted Platform Module 1.2 for UCS (SPI-based)	1	\$0.00	\$0.00
38	C1FPAIRK9	Cisco ONE Foundation Perpetual - Wireless	76	\$201.41	\$15,307.16
39	C1-PI-LFAS-AP-K9	Cisco ONE PI Device License for LF & AS for WLAN	76	\$0.00	\$0.00
40	C1-ISE-BASE-AP	Cisco ONE Identity Services Engine 25 EndPoint Base Lic	76	\$0.00	\$0.00
41	C1-MSE-LS-1	Cisco ONE CMX Base (Location + Connect) - 1 AP license	76	\$0.00	\$0.00
42	C1-WLC-1	Cisco ONE Wireless LAN Controller AP License (any WLC)	76	\$0.00	\$0.00
43	C1-WLC-PAK	Cisco ONE Wireless LAN Controller AP License PAK (any WLC)	1	\$0.00	\$0.00
44	PI-UCS-APL-K9	Cisco Prime Infrastructure UCS Physical HW Appliance	1	\$10,869.18	\$10,869.18
45	CON-SNT-PIUCPLK9	SNTC-8X5XNBD Cisco Prime Infrastructure	1	\$1,553.06	\$1,553.06
46	PI-UCS-APL-IMG-3.0	Cisco Prime Infrastructure 3.0 UCS Appliance Software	1	\$0.00	\$0.00

Item No.	Part No.	Descriptions	Quantity	Unit Price	Extended Price
47	CON-ECMU-PIUCSAMG	SWSS UPGRADES Cisco Prime Infrastructure	1	\$0.00	\$0.00
48	CAB-C13-C14-2M	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	2	\$0.00	\$0.00
49	PI-UCS-CPU-E52650D	2.30 GHz E5-2650 v3/105W 10C/25MB Cache/DDR4 2133MHz	1	\$0.00	\$0.00
50	PI-UCS-M-1X162RU-A	16GB DDR4-2133-MHz RDIMM/PC4-17000/dual rank/x4/1.2v	4	\$0.00	\$0.00
51	PI-UCS-H900GI2F106	900GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled mounted	4	\$0.00	\$0.00
52	PI-UCSC-PSU1-770W	770W AC Hot-Plug Power Supply for 1U C-Series Rack Server	2	\$0.00	\$0.00
53	PI-UCSC-MRD12G-1GB	Cisco 12Gbps SAS 1GB FBWC Cache module (Raid 0/1/5/6)	1	\$0.00	\$0.00
54	PI-UCSC-MRAID12G	Cisco 12G SAS Modular Raid Controller	1	\$0.00	\$0.00
55	PI-UCS-SD-32G-S	32GB SD Card for UCS servers	2	\$0.00	\$0.00
56	R-PI30-SW-K9=	Prime Infrastructure 3.0 Software	1	\$11.32	\$11.32
57	CON-ECMU-RPI30SWR	SWSS UPGRADES Prime Infrastructure 3.0 Software	1	\$4.04	\$4.04
58	L-MGMT3X-PI-BASE=	Cisco Ent MGMT: PI 3.x Platform Base Lic	1	\$43.03	\$43.03
59	CON-ECMU-LMG3XPB	SWSS UPGRADES Cisco MGMT Prime Infra 3x Platform Bas	1	\$15.37	\$15.37
60	AIR-CAP2702I-AK910	802.11ac CAP 10APs w/CleanAir; 3x4:3SS; Int Ant; A Domain	4	\$4,723.90	\$18,895.60
61	AIR-CAP2702I-ABULK	BOM Level AP2700i Bulk PID for A reg domain	40	\$0.00	\$0.00
62	S3G4K9W7-15303JA	Cisco 2700 Series IOS WIRELESS LAN	4	\$0.00	\$0.00

Item No.	Part No.	Descriptions	Quantity	Unit Price	Extended Price
63	SWAP2700-CMB-A1-K9	Cisco 2700 Series Combined Unified and Autonomous (xxxxx) SW	40	\$0.00	\$0.00
64	AIR-AP-BRACKET-1	802.11n AP Low Profile Mounting Bracket (Default)	40	\$0.00	\$0.00
65	AIR-AP-T-RAIL-R	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	40	\$0.00	\$0.00
	TOTAL (Items #1 - #65):				\$116,091.41
		Discount of Price List for any additional items not listed herein: If no additional discount is offered, please enter 0%.			%



Event Center Wireless

Statement of Work No. DAL-0278d

By and Between

City of Allen
305 Century Pkwy
Allen, Texas 75013
Attention: Michael McDermott
mmcdermott@cityofallen.org

And

Sigma Technology Solutions, Inc.
6111 W. Plano Pkwy, Suite 3100
Plano, TX 75093
Phone: 972-774-9300
Fax: 972-774-9900

Submission Date: 3/31/2016

Valid for thirty (30) days from submission date

EXECUTIVE SUMMARY

PROJECT OVERVIEW

City of Allen ("Customer") hereby engages Sigma Technology Solutions, Inc. ("Sigma") to perform the services specified herein (the "Services").

PROJECT GOALS

The customer goals for this project are as follows:

1. Replace the current solution with a Cisco wired/wireless solution. The proposed solution will provide access to all guests at the Event Center as well as connectivity for ticketing systems and food/beverage vendors.

TECHNICAL SUMMARY

Sigma will:

- Install a UCS server for Prime
- Deploy, initialize, and configure Prime
- Import and calibrate site floor plans, and access switches into Prime
- Install and configure one Cisco 5520 WLC
- Install and configure four 2960X switches located one each per quad closet
- Install and configure one 3850 switch in core closet to accept the controller and 2960X switches via fiber
- Unbox, inventory, label, and stage the access points
- Re-aim 20 AP's in the bowl area that will be mounted on the cat walk above the event floor
- Provision and map the access point in Prime Infrastructure
- Perform a post site survey and create a results and analysis document.

STATEMENT OF WORK

PROJECT OUTLINE

The project will consist of the following tasks as outlined in the phase below.

- i. **Project Initiation Phase**
 1. Conduct a kick-off meeting with Customer's team to review the project plan

2. Review the SOW, establish mutual expectations for delivery of this service, and agree on roles and responsibilities
 3. Review project methodology, including milestones, communications, risk and issue tracking, action items, and reporting
- ii. **Planning & Design Phase**
1. Discovery & Design
 2. Design Review Meeting
 3. Generate configuration templates
 4. Obtain Customer approval to continue to the Execution Phase
- iii. **Execution Phase**
1. Cisco USC Server
 - a) Unbox, inventory, label, rack and power
 - b) Configure server for network connectivity
 - c) Activate and apply necessary licenses
 - d) Test and Troubleshoot
 2. Prime Infrastructure
 - a) Deploy, initialize and base configure Prime
 - b) Advanced configuration of Prime
 - c) Import and calibrate site floor plans (2 floor plans)
 - d) Import access switches into Prime
 - e) Test and Troubleshoot
 3. Cisco 5520 WLC
 - a) Unbox, inventory, label, rack and power
 - b) Configure WLC for network connectivity
 - c) Activate and apply necessary licenses
 - d) Software Upgrade
 - e) Advanced configurations
 - f) Test and Troubleshoot
 4. One Core Switch
 - a) Unbox, inventory, label, rack and power
 - b) Software Upgrade
 - c) Stack with existing 3850 switch
 - d) Configure switch for network connectivity
 - e) Connect necessary SFP's, fiber jumpers, and Ethernet cables

- f) Test and Troubleshoot
- 5. Four IDF Switches
 - a) Unbox, inventory, label, rack and power
 - b) Software Upgrade
 - c) Configure switches for network connectivity
 - d) Connect necessary SFP's, fiber jumpers, and Ethernet cables
 - e) Test and troubleshoot
- 6. Access Points
 - a) Unbox, inventory, label, and stage access points
 - b) Aim 20 external antennas
 - c) Provision and map access points in Prime Infrastructure
 - d) Test and troubleshoot
- 7. Post Site Survey
 - a) Site survey Phase 1 - Facilities RF Active Survey
 - b) Site survey phase 2 - Facilities RF Spectrum Analysis
 - c) Survey results and analysis document

iv. Project Closeout Phase

- 1. Create As-Built documentation describing the deployment and provide to the Customer
- 2. Conduct a knowledge transfer session (Not to exceed two (2) hours in duration.)
- 3. Deliver Customer acknowledgement and obtain signoff

PROJECT EXCLUSIONS / OUT OF SCOPE ACTIVITIES

- Remediation of existing issues
- Extensive documentation such as run books or step by step installation instructions
- Configuration of existing servers, 2960 switches, and Palo Alto firewall
- Physical installation and cabling of APs

SUMMARY OF DELIVERABLES PROVIDED

- **Deliverable 1:** Design documentation
- **Deliverable 2:** As-built documentation
- **Deliverable 3:** Post site survey results and analysis document

GENERAL INFORMATION

The Professional Services may be performed on the Customer Equipment located at the Customer sites (the "Customer Site") specified below:

200 E Stacy Rd # 1350
Allen, TX 75002

SCHEDULE

This project will begin on a date that is mutually agreeable to Sigma and the Customer.

ASSUMPTIONS

In order to identify and estimate the required tasks and timing for this engagement, certain assumptions need to be made. Based on our current knowledge, the engagement assumptions are identified in the following sections: "Project Assumptions", "Technical Assumptions" and "Standard Assumptions". If an assumption is invalidated at a later date, then the activities and estimates in the engagement plan should be adjusted accordingly.

GENERAL PROJECT ASSUMPTIONS

- Customer will appoint a project sponsor to oversee the direction of this project. The appointed project sponsor will have decision-making authority over all aspects of the project, including facilitating commitment of Customer resources and employees, decisions regarding scope management, and issue or conflict resolution.
- Customer understands the success of this project is dependent on the participation of Customer employees: attending facilitated workshops, sharing information, and collecting data as needed to support project activities. Customer understands the need to review interim and final deliverables and report acceptance or discrepancy to Sigma according to the project schedule set forth at the project kickoff.
- Customer will provide adequate, co-located workspace for the engagement participants (both Sigma and Customer resources) with the appropriate system level access.
- Customer will provide network connectivity and Internet access to Sigma as needed.
- Customer will provide elevated network and system credentials prior to arrival.
- Any service, process, product or procedure that is not explicitly and clearly stated in this "Statement of Work" is outside the scope of work.
- This SOW is based on discussions with the Customer and does not take into account any changes to the environment made by the customer or any third parties since its writing. If a significant change has occurred in this period, a change order may be required to account for these changes.

TECHNICAL ASSUMPTIONS

- All work will be performed during normal business hours.
- A cable contractor is responsible for all data cables, fiber, etc.
- All cabling will be complete, tested and accurately labeled before the Access Point installation begins.
- Customer will install all access points
- The Customer will have the Core network configured and ready before the Sigma Engineer arrives onsite. The Sigma Engineer will still design the new VLANs etc. needed for the wireless network.
- The customer is responsible for any configuration changes made to equipment that was not included in the BOM.

- All DHCP scopes will reside on the current Windows Server infrastructure.
- Customer will provide existing network diagrams, configuration and licensing information. Sigma will work closely with the customer while reviewing the current configurations.
- The Sigma Engineer will generate configuration templates for the new 3850 and 2960 switches.
- Sigma will install a single UCS server to support the new Prime Infrastructure installation. No other Virtual Machines will be installed on the server.
- Sigma assumes the customer has a virtual environment with adequate resources to run Prime Infrastructure.
- The Sigma Engineer will create configuration templates on Prime for the 3850 series switch WLC features. The templates will be pushed from Prime to the switches.
- The Sigma Engineer will import all 3850, 3650, and 2960 switches into Prime Infrastructure.
- The Sigma engineer will unbox, inventory, rack, and power the new 3850 and 2960 switches.
- The customer is responsible for providing necessary rack space, cooling, power, fiber, and Ethernet to the new switches.
- Sigma will deliver a single knowledge transfer session, limited to two (2) hours, to describe the configuration changes. The session will not be a substitute for formal classroom training. The appropriate customer staff will be available for the session, as subsequent knowledge transfer sessions will be billed as a change request.

STANDARD ASSUMPTIONS

Standard Software Assumptions

- Software specifications are not included in this SOW. Unless specifically addressed in this SOW, it is assumed that all software required to complete the Services will be on location prior to the start of Services. Sigma may, at its discretion, provide any additional software not already in use.
- The Sigma representative will have access to all software required to perform the Services specified in this SOW.
- Pursuant to software required for the completion of Services, it is assumed that all original product documentation will be available prior to the start of Services.
- The Sigma representative will have access to the necessary passwords, including root access, to all systems required to successfully complete the Services.
- Unless otherwise specified in this SOW, it is Customer responsibility to ensure that complete backups of any data have been made prior to the commencement of Services. Sigma assumes no responsibility for lost data.

Standard Personnel Assumptions

- Any personnel designated for skills transfer will be available on the schedule agreed upon between Customer and Sigma during the engagement.
- The Services shall be performed in a skilled and workmanlike manner. Sigma shall assign only those employees or subcontractors who have the requisite experience, knowledge, training, and capability to provide the Services hereunder. If at any time Customer determines that an assigned individual can no longer contribute toward the successful completion of the Services, Customer may request Sigma to immediately dismiss the individual from performing the Services and to supply a replacement with equal or better credentials within a reasonable time period.
- Continuously, without interruption, while on Customer premises, Sigma and its personnel shall observe Customer rules and regulations with respect to conduct, health and safety and protection of persons and property.

Engagement Prerequisites

Following are the prerequisites that must be performed by Customer to allow Sigma to successfully begin this engagement.

- Sigma is provided with a completed and signed copy of this SOW from Customer.

FEES AND EXPENSES

ENGAGEMENT PRICING

This SOW is prepared as Fixed Price billing by Milestone Completion

Fixed Price Billing by Milestone Completion		
Billing Milestone	Milestone Description	Invoice Amount
1	Planning and Prime deployment	\$6,260.00
2	IDF completion	\$5,808.00
3	Installation completion	\$18,230.00
4	Post site survey and project completion	\$5,183.00
TOTAL		\$35,480.00

Travel expenses have been included in the engagement pricing.

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

April 26, 2016

SUBJECT:

Award Bid and Authorize the City Manager to Execute a Contract with EEC Enviro Service Co., Inc. to Provide and Install a New Chiller at the Allen Public Library and Replace Three (3) Existing Air Conditioning Units at the Allen Animal Shelter For an Amount Not to Exceed \$267,978.

STAFF RESOURCE:

Chris Flanigan, Director of Engineering

ACTION PROPOSED:

Award Bid and Authorize the City Manager to Execute a Contract with EEC Enviro Service Co., Inc. to Provide and Install a New Chiller at the Allen Public Library and Replace Three (3) Existing Air Conditioning Units at the Allen Animal Shelter For an Amount Not to Exceed \$267,978.

BACKGROUND

The Allen Public Library was constructed in 2003 with a mechanical system that included one 175-ton Carrier chiller with two scroll compressors (one operating at 60% the other at 40%) in the event of mechanical failure. In hindsight, it appears the original mechanical system did not contemplate the regular usage of the Auditorium and the design assumptions have resulted in the system being undersized. Consistent mechanical failure, specifically during the heat of summer, have left the buildings cooling at 60% or less and creating high humidity conditions that adversely affect reading materials. After years of ongoing issues and repairs, an independent mechanical engineer (Baird, Hampton & Brown) was hired to review existing equipment, maintenance information, and heat loads and determine a solution once-and-for-all. The final recommendation is to add a chiller large enough to handle the heat load of both the library and auditorium in peak hours within the existing chiller yard. The recommended chiller is a Daikin 240 ton with six scroll compressors and additional fans for the large open-air section of both library floors. The additional pipe needed for this mechanical equipment already exists. This increase in chiller size contemplates the heat load for both the library and auditorium operating together in peak hours. The existing chiller will remain in place acting as a redundant system with the potential to be utilized if the facility is expanded in the future.

The Allen Animal Shelter utilizes a total of five (5) HVAC units, three of which need to be replaced. For benefits in economy of scale, the needed improvements to the Animal Shelter HVAC were packaged with the work to be undertaken at the library.

On April 8, 2016, the City received five responsive bids:

CONTRACTOR	LIBRARY	ANIMAL SHELTER	TOTAL
EEC Enviro Service Co., Inc	\$201,810	\$66,168	\$267,978
3D Mechanical	\$267,281	\$267,281	\$354,065
ACIS	\$292,438	\$74,208	\$366,646
Berger Engineering Co.	\$262,240	\$110,220	\$372,460
DMI	\$384,838	\$127,487	\$512,325

BUDGETARY IMPACT

Funding Source	Proposed
Library - GO Bonds Fund 366	\$ 201,810
Animal Shelter - Facilities Maintenance Fund 605	\$ 66,168
TOTAL	\$ 267,978

STAFF RECOMMENDATION

Staff recommends that the City Council award bid and authorize the City Manager to execute a contract with EEC Enviro Service Co., Inc. to provide and install a new chiller at the Allen Public Library and replace three (3) existing air conditioning units at the Allen Animal Shelter for an amount not to exceed \$267,978.

MOTION

I make a motion to award bid and authorize the City Manager to execute a contract with EEC Enviro Service Co., Inc. to provide and install a new chiller at the Allen Public Library and replace three (3) existing air conditioning units at the Allen Animal Shelter for an amount not to exceed \$267,978.

ATTACHMENT

Agreement for Construction Services

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

This agreement (“Agreement”) is made by and between the **City of Allen, Texas** (“City”) and **EEC Enviro Service Co., LLC** (“Contractor”) acting by and through their authorized representatives.

Recitals:

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

WHEREAS, Contractor desires to render services to provide all labor, materials, equipment and supplies necessary to perform the purchase and installation of a new chiller for the Allen Public Library and three (3) replacement HVAC units for the Allen Animal Shelter, in accordance with the terms and conditions set forth in this Agreement (the “Services”);

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

Article I
Term

The term of this Agreement shall begin on the date of execution of this Agreement (the “Effective Date”), and continue until completed or terminated as provided herein.

Article II
Contract Documents

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

- A. This Agreement;
- B. City’s Invitation for Bid Solicitation # 2016-1-86 (“Specifications”);
- C. Contractors Response to City’s Request (“Response”);
- D. Contractor’s Insurance;
- E. Contractor’s Bonds;

Article III Scope of Services

The City shall provide and the Contractor shall obtain required permits (permit costs will be waived by the City), for all materials, equipment, labor, and warranties required, purchase and install one (1) new chiller for the Allen Public Library, and the demo and haul off, and replacement of three (3) existing HVAC units at the Allen Animal Shelter, as detailed in Contractor's bid response dated April 7, 2016, attached hereto as "Exhibit A" and made a part of this Agreement for all purposes.

Article IV Schedule of Work

Contractor agrees the commencement date for Work will be the date of Owner's formal "Notice to Proceed", at which time Contractor will provide a formal submittal for all mechanical equipment, to be approved by the MEP Engineer of record. Once the submittals are approved, Contractor will immediately order equipment, following the City proposed schedule outlined in the Invitation for Bid. Contractor will receive the required equipment and complete the required Services, achieving project completion at the times and the location provided by the City, no later than the time outlined in writing, between Contractor and Owner, and in any event, no more than 13-weeks from Notice to Proceed.

Article V Compensation and Method of Payment

5.1 City shall compensate Contractor through industry standard invoicing. Final payment will be withheld, until such time as Contractor has received final completion, and City has accepted same.

The total compensation to Contractor shall not exceed Two Hundred Sixty Seven Thousand Nine Hundred Seventy-Eight and No/100's Dollars (\$267,978.00) during the Term of this Agreement.

5.2 The payment terms shall be net 30 days after the date the City is delivered a written invoice for Services completed. Final invoice will be processed only after all permits are obtained, all inspections have passed, the project has been completed, the MEP Engineer has signed-off that all equipment and labor are complete as intended, the City has received all close-out and warranty documentation, and the City has accepted same.

Article VI Notice to Proceed

Contractor shall not proceed with any work required under this Agreement without a written Notice to Proceed from City. Any work performed or expenses incurred by Contractor prior to Contractor's receipt of a written Notice to Proceed from City shall be entirely

at Contractor's own risk. Work performed and expenses incurred after Contractor has received a written Notice to Proceed from City will be eligible for reimbursement under the terms of this Agreement, subject to an approved task order.

Article VII Suspension of Work

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

Article VIII Devotion of Time; Personnel; and Equipment

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

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

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

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

Article IX Availability of Funds

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

Article X Termination

This Agreement may be terminated by:

- (a) by mutual written agreement of the parties;
- (b) immediately by City, if Contractor defaults or breaches any of the terms or conditions of this Agreement;
- (c) by either party, upon thirty (30) days prior to written notice by the terminating party. Should Contractor be the terminating party, Contractor shall state the reason(s) for termination;
- (d) by City, if Company suffers an Event of Bankruptcy or Insolvency; or “Event of Bankruptcy” shall mean the dissolution or termination (other than a dissolution or termination by reason of Company merging with an affiliate of Company) of Company’s existence as a going business, insolvency, appointment of receiver for any part of Company’s property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company and in the event such proceeding is not voluntarily commenced by the Company, such proceeding is not dismissed within ninety (90) business days after the filing thereof;
- (e) by City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing fiscal year; or

Article XI Insurance

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

11.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional 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 for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries,

including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

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

Article XII Miscellaneous

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

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

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

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

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

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

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

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

If intended for City:

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

If intended for Contractor:

EEC Enviro Service Co., LLC
Attn: Carey Jones, Vice President
Post Office Box 2535
Red Oak, Texas 75154
Facsimile: 972-576-5700

with copy to:

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

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

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

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

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

Item # 1017 Attachment
within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City.

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

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

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

EXECUTED this _____ day of _____, 2016.

CITY OF ALLEN

By: _____
Peter H. Vargas, City Manager

Allen Civic Plaza
305 Century Parkway
Allen, Texas 75013

ATTEST:

By: _____
Shelley B. George, City Secretary

EXECUTED this _____ day of _____, 2016.

EEC ENVIRO SERVICE CO., LLC

By: _____
Carey Jones, Vice President
Post Office Box 2535
Red Oak, Texas 75154

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

April 26, 2016

SUBJECT:

Authorize the City Manager to Negotiate and Execute a Second Amendment to the Economic Development Incentive Agreement and Civic Center Agreement with TCH Altera AHCC, LP and Approve Additional Funding of \$1,000,000 for the Hotel and Convention Center Project.

STAFF RESOURCE:

Peter H. Vargas, City Manager
Dan Bowman, Executive Director of Economic Development

PREVIOUS COUNCIL ACTION:

On April 14, 2015, City Council authorized the execution of an Economic Development Incentive Agreement and Civic Center Agreement with TCH Altera AHCC, LP.

On November 10, 2015, City Council authorized the execution of the First Amendment to the Economic Development Incentive Agreement and Civic Center Agreement with TCH Altera AHCC, LP.

BOARD/COMMISSION ACTION:

On Wednesday, April 6, 2016, the Economic Development Corporation authorized the execution of the Second Amendment to the Economic Incentive Agreement and Civic Center Agreement with TCH Altera AHCC, LP and approved additional funding of \$1,000,000 and the provision of an additional 1/8 acre of land to the Hotel and Convention Center Project.

On Monday, April 11, 2016, the Community Development Corporation authorized the execution of the Second Amendment to the Economic Incentive Agreement and Civic Center Agreement with TCH Altera AHCC, LP and approved additional funding of \$1,000,000 to the Hotel and Convention Center Project.

ACTION PROPOSED:

Authorize the City Manager to Negotiate and Execute a Second Amendment to the Economic Development Incentive Agreement

and Civic Center Agreement with TCH Altera AHCC, LP and Approve Additional Funding of \$1,000,000 for the Hotel and Convention Center Project.

BACKGROUND

The City of Allen, ACDC, and AEDC previously signed Economic Development Agreements to provide grants to support the construction of an \$85 million, 290-room hotel with 60,000-SF of net convention space. Since that time, the hotel has been expanded to 300 rooms and the total project budget grew to \$88 million.

The local grants of \$12.3 million were to be provided in the following manner:

- ACDC - \$4.1 million
- AEDC - \$4.1 million
- City of Allen - \$4.1 million

The 60,000-SF of convention space was initially proposed to be divided as follows:

- 40,000-SF Main Convention Room
- 12,000-SF Ballroom
- 8,000-SF Meeting Breakout Space

During the design phase of the facility, it was determined that an additional 10,000-SF of meeting breakout space on the first floor (adjacent to the main convention room) would be required to make the facility more desirable and marketable to a significant number of conventions. Karen Cromwell, Director of the Allen Convention and Visitors Bureau, supported the need for the additional breakout space based on the convention inquiries the Allen CVB has received (see attached CVB Lost Business Report). The hotel operator agreed that the additional meeting space would be advantageous.

Initially, the additional 10,000-SF of meeting breakout space was taken out of the 40,000-SF main convention room to accommodate the new design. However, city leaders have given direction that while they can agree with the rationale for additional breakout space, the intention to maintain the 40,000-SF convention room remains. Therefore, the total convention space would need to be expanded from 60,000-SF to 70,000-SF to accommodate the additional breakout meeting space.

The new breakdown would be:

- 40,000-SF Main Convention Room
- 12,000-SF Ballroom
- 8,000-SF Meeting Breakout Space (2nd Floor)
- 10,000-SF Meeting Breakout Space (1st Floor)

The total cost to expand the convention space by 10,000-SF is \$2,812,000. In addition to this cost, the pre-function space for the facility had a narrow corridor connecting the parking garage to the ballroom and convention space. It is believed that this narrow corridor would constitute a "choke point," making it challenging for patrons to comfortably navigate the facility. This is especially a concern when considering additional convention space and therefore additional patrons to the facility. In order to mitigate this concern and improve the efficiency of the facility, it was suggested that the AEDC provide an additional 1/8-acre of land on the north side

of the development to expand the facility at an additional cost of approximately \$186,765. On Wednesday, April 6 the AEDC approved their share of the additional funding to the project as well as the additional 1/8 acre of land.

The total combined cost for the 10,000-SF of space and the widening of the facility is approximately \$3,000,000, bringing the total project budget to over \$91 million. Based on City Council feedback, staff is recommending that the incentive be split among the three government entities, with the City of Allen General Fund portion being \$1,000,000.

In conclusion, the intent of this second amendment is to increase funding to the project in order to accommodate the additional convention center space.

BUDGETARY IMPACT

An additional \$1 million from the City's General Fund will be used for the project.

STAFF RECOMMENDATION

Authorize the City Manager to negotiate and execute a Second Amendment to the Economic Development Incentive Agreement and Civic Center Agreement with TCH Altera AHCC, LP and approve additional funding of \$1,000,000 for the Hotel and Convention Center Project.

MOTION

I make a motion to authorize the City Manager to negotiate and execute a Second Amendment to the Economic Development Incentive Agreement and Civic Center Agreement with TCH Altera AHCC, LP and approve additional funding of \$1,000,000 for the Hotel and Convention Center Project.

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:	April 26, 2016
SUBJECT:	Receive the Capital Improvement Program (CIP) Status Reports.
STAFF RESOURCE:	Eric Cannon, Chief Financial Officer

ATTACHMENT

Active CIP Projects Report for April 2016
Completed CIP Projects Report for April 2016



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Active Status

Date: 4/12/2016

Project Number	Project Description	Funding Sources	Estimate Completion Date	Project Estimate	Total Expenditures	Total Encumbrances	Percent Encumbered & Expended
DR1401	COTTONWOOD CREEK BANK STABIL	GO BONDS, NON BONDS, CDC	9/30/2016	\$750,000	\$682,199	\$3,379	91.4%
IT1201	ADMINISTRATION SOFTWARE	REPLACEMENT FUND, GF	9/30/2017	\$2,158,995	\$1,557,741	\$554,212	97.8%
IT1401	PS DISPATCH & RECORD PHASE II	GO BONDS, NON BONDS	9/30/2016	\$424,403	\$152,199	\$138,028	68.4%
IT1501	PUBLIC SAFETY SOFTWARE PHASE II	NON BONDS	9/30/2017	\$30,000	\$11,100	\$0	37.0%
IT1601	EVENT CENTER WI-FI	NON BONDS	2/10/2017	\$200,000	\$0	\$0	0.0%
IT1602	EVENT CENTER POS	NON BONDS	3/8/2017	\$185,000	\$0	\$0	0.0%
PR1206	COTTONWOOD CREEK TRAIL HPP	CDC, COUNTY, FEDERAL GRANTS, GO BONDS	12/31/2016	\$1,217,279	\$1,204,302	\$12,317	99.9%
PR1208	PUBLIC ART	GO BONDS, NON-BONDS	9/30/2017	\$683,830	\$362	\$0	0.1%
PR1209	WATTERS BRANCH COMMUNITY	GO BONDS, PARK DEDICATION	9/30/2018	\$4,150,000	\$431,193	\$138,629	13.7%
PR1302	PARK LAND ACQUISITION	GO BONDS	9/30/2018	\$3,038,442	\$1,383	\$0	0.0%
PR1401	ALLEN HERITAGE VILLAGE (CD1401)	CDC, NON BONDS	9/30/2016	\$1,646,412	\$1,371,268	\$269,130	99.6%
PR1404	TRAIL CONSTRUCTION	CDC	9/30/2017	\$721,584	\$53	\$0	0.0%
PR1412	FORD POOL RECONSTRUCTION	CDC	9/30/2016	\$3,842,576	\$988,222	\$2,808,149	98.8%
PR1416	TWIN CREEK PARK PHASE 2	PARK DEDICATION	9/30/2016	\$246,453	\$3,500	\$0	1.4%
PR1417	ORCHARDS NEIGHBORHOOD PARK	CDC	9/30/2016	\$698,258	\$39,345	\$602,541	91.9%
PR1422	RECREATION LED SIGNS	CDC	12/31/2015	\$102,000	\$0	\$0	0.0%
PR1502	BETHANY LAKES CONNECTOR TRAIL	CDC	12/31/2016	\$74,500	\$67,829	\$1,706	93.3%
PR1508	JFRC BRIDGE REPLACEMENT	NON BONDS	12/31/2016	\$400,000	\$32,190	\$12,210	11.1%
PR1509	REED PARK IMPROVEMENTS	PARK DEDICATION	12/31/2016	\$61,330	\$0	\$0	0.0%
PR1601	ROWLETT CREEK COMMUNITY PARK	GO BONDS	12/31/2018	\$3,400,000	\$650	\$0	0.0%
PR1606	ALLEN WATER STATION TRAIL	CDC	12/31/2016	\$1,300,000	\$113,328	\$1,114,839	94.5%
PR1607	WATER STATION SECURITY CAMERAS	CDC	12/31/2016	\$54,208	\$0	\$0	0.0%
PS1303	FIRE STATION #2 RECONSTRUCTION	GO BONDS, NON BONDS	9/30/2017	\$5,596,030	\$3,017,715	\$2,261,597	94.3%
PS1401	PUBLIC SAFETY SYSTEMS	GO BONDS, NON BONDS	9/30/2017	\$461,508	\$0	\$0	0.0%
PS1501	CITY HALL BASEMENT REMODEL	NON BONDS	9/30/2016	\$703,756	\$679,585	\$10,190	98.0%
PS1601	LIBRARY CHILLER REPLACEMENT	GO BONDS	3/15/2017	\$167,000	\$0	\$0	0.0%
PS1602	ANIMAL SHELTER HVAC & MONUMENT SIGN	GO BONDS	3/15/2017	\$83,000	\$0	\$5,000	6.0%
ST0316	FM 2551	FACILITY AGREEMENT	9/30/2016	\$1,094,147	\$0	\$0	0.0%
ST0704	STACY PHASE II GREENVILLE TO ANGEL	NON BONDS	9/30/2017	\$1,100,605	\$1,070,616	\$1,500	97.4%
ST1104	STACY / GREENVILLE TRAFFIC SIGNAL	NON BONDS	10/31/2017	\$130,000	\$12,334	\$0	9.5%
ST1202	RIDGEVIEW - WATTERS TO US 75	GO BONDS, NON BONDS	9/30/2016	\$1,948,257	\$499,575	\$0	25.6%
ST1302	EXCHANGE PHASE 1 ALMA-ALLEN HEIGHT	GO BONDS, NON BONDS	12/31/2015	\$5,396,389	\$5,392,297	\$4,092	100.0%



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Active Status

Date: 4/12/2016

Project Number	Project Description	Funding Sources	Estimate Completion Date	Project Estimate	Total Expenditures	Total Encumbrances	Percent Encumbered & Expended
ST1303	CHAPARRAL STREET LIGHTS	NON BONDS	9/30/2016	\$72,861	\$0	\$0	0.0%
ST1308	RIDGEVIEW - ALMA TO STACY	NON BONDS, GO BONDS	4/30/2016	\$6,080,905	\$5,577,570	\$128,749	93.8%
ST1314	TRAFFIC SIGNAL WATTERS & BOSSY BOOT	NON BONDS	12/31/2015	\$150,000	\$662	\$0	0.4%
ST1403	MONTGOMERY BLVD EXTENSION	NON BONDS	9/30/2016	\$3,270,667	\$2,520,871	\$405,870	89.5%
ST1501	OLSEN & BEVERLY EL SIDEWALK	NON BONDS	9/30/2016	\$200,000	\$2,310	\$0	1.2%
ST1502	FY15 STREET & ALLEY REPAIR	GO BONDS, NON BONDS	9/30/2016	\$1,400,000	\$0	\$0	0.0%
ST1503	ALMA DRIVE IMPROVEMENT	NON BONDS	12/31/2017	\$3,430,000	\$95,340	\$266,820	10.6%
ST1504	2015 INTERSECTION IMPROVEMENT	NON BONDS	12/31/2016	\$311,850	\$70,392	\$16,458	27.8%
ST1505	2015 TRAFFIC SIGNAL FLASHING YELLOW	NON BONDS	9/30/2016	\$50,000	\$6,803	\$0	13.6%
ST1601	EXCHANGE PKWY SIDEWALK AT RACETRAC	NON BONDS	2/19/2017	\$85,000	\$0	\$74,257	87.4%
WA0401	US 75 LIFT STATION +12" FRC MN	W&S CIP	9/30/2017	\$450,054	\$12,443	\$0	2.8%
WA1105	EDC WATERLINE PROJECTS	W&S CIP	9/30/2017	\$1,910,638	\$29,733	\$0	1.6%
WA1203	PUMP STATION IMPROVEMENTS	W&S CIP	9/30/2017	\$462,079	\$115,280	\$380	25.0%
WA1204	LIFT STATION IMPROVEMENTS	W&S CIP	9/30/2017	\$344,871	\$122,152	\$4,936	36.9%
WA1308	RIDGVIEW DR WATERLINE	W&S CIP	10/31/2015	\$119,095	\$99,593	\$19,502	100.0%
WA1402	W&S SCADA SYSTEM UPGRADE	W&S CIP	9/30/2017	\$500,000	\$47,130	\$286,970	66.8%
WA1403	FOUNTAIN PARK 1&2 W/S REHABILITATIO	W&S CIP	9/30/2017	\$2,656,776	\$2,309,256	\$134,846	92.0%
WA1501	COTTONWOOD CREEK 21" SEWER LINE	W&S CIP	9/30/2017	\$1,050,000	\$738,255	\$122,539	82.0%
WA1503	MONTGOMERY BLOULEVARD EXTENSION	W&S CIP	3/31/2016	\$129,333	\$92,290	\$37,043	100.0%
WA1601	CUSTER TOWER INTERIOR REPAINT	W&S CIP	3/31/2016	\$395,000	\$94,119	\$246,163	86.1%
WA1603	FOUNTAIN PARK W/S REHAB PH 2	W&S CIP	9/30/2018	\$3,700,000	\$0	\$0	0.0%



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Completed Status

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Project Number	Project Description	Funding Sources	Completion Date	Approved Funds	Project Total Costs
PR0204	TREE FARM	CDC, NON BONDS	12/31/2015	\$35,782	\$35,781
PR0418	HERITAGE VILLAGE LANDSCAPE	NON BONDS	9/30/2016	\$7,909	\$7,909
PR0804	MOLSEN FARM	CDC, GO BONDS, COLLIN COUNTY	12/31/2016	\$102,175	\$102,175
PR1308	ASP ARTIFICIAL TURF	CDC	12/31/2015	\$1,371,461	\$1,371,461
PR1310	ALLEN STATION PARK IMPROVEMENT	CDC	9/30/2015	\$115,114	\$115,114
PR1313	SECURITY CAMERAS PHASE II	CDC	12/31/2015	\$195,792	\$195,792
PR1403	JFRC OFFICE CONSTRUCTION	CDC	9/30/2015	\$38,908	\$38,908
PR1405	EAST ROWLETT CREEK TRAIL CONNECTION	CDC, NON-BONDS	6/30/2015	\$193,478	\$193,478
PR1406	AEC DASHER BOARDS & STORAGE	CDC	9/30/2015	\$152,031	\$152,031
PR1408	HILLSIDE POCKET PARK DESIGN	CDC	9/30/2015	\$282,888	\$282,888
PR1409	CELEBRATION PARK SPRAYGROUND	CDC	12/31/2015	\$87,216	\$87,216
PR1410	DRN RENOVATION POOL & PUMP	CDC, NON BONDS	9/30/2015	\$309,244	\$309,244
PR1418	ASP FIELD #4 RECONSTRUCTION	CDC	12/2/2015	\$337,074	\$337,074
PR1501	SPECIAL SERVICES EQUIPMENT	CDC	12/31/2015	\$54,582	\$54,582
PR1503	CARDIO FITNESS EQUIPMENT	CDC	11/24/2015	\$280,887	\$280,887
PR1506	AEC CHILLER & BRINE SYSTEM	CDC	12/31/2015	\$186,525	\$186,525
PR1507	TCWC MISC EQUIPMENT	CDC	12/31/2015	\$31,844	\$31,844
PR1511	TRAIL MAINTENANCE FY2015	CDC	8/28/2015	\$18,473	\$18,473
PR1512	DRN POOL DECK	CDC	9/30/2015	\$26,913	\$26,913
PS1408	EXISTING FACILITIES UPGRADE	GO BONDS	7/8/2015	\$144	\$144
ST1309	BRAY CENTRAL WIDENING	NON BONDS, GO BONDS	9/25/2015	\$1,189,423	\$1,189,423
ST1313	US 75 TRAFFIC SIGNALS	NON BONDS	12/31/2016	\$153,529	\$153,529
ST1401	FY14 STREET & ALLEY REPAIR	GO BONDS, NON BONDS	9/30/2015	\$1,179,477	\$1,179,477
ST1402	SHARROWS BIKE ROUTE	CDC	12/31/2014	\$11,603	\$11,603
WA1303	EXCHANGE PHASE 1 ALMA-ALLEN HEIGHT	W&S CIP	9/30/2015	\$80,825	\$80,825



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



CAPITAL IMPROVEMENT PROJECTS

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



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



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Project Number	Fixed Assets #	Project Description	Completion Date	Project Estimate	Project Total Costs
PR0509	1221	FORD POOL REDEVLMNT PLAN	7/24/2009	\$74,500	\$74,500
PR0511	390	FORD PARK EAST IMPRVMNTS	9/30/2005	\$2,505	\$2,505
PR0512	383	J FARMER RCQTBL CT REPLCM	9/30/2005	\$51,899	\$51,899
PR0513	744	COTTONWOOD PARK PH 1B	9/30/2005	\$4,750	\$4,750
PR0514	1449	6 CITIES TRL CONNECTION 8	9/20/2011	\$712,027	\$712,026
PR0602	1116	CMPTR CNTRLs/IRRIG+LIGHTS	9/30/2008	\$143,995	\$143,995
PR0603	1135	CELEBRATION #2 SPRAYGRD	12/11/2008	\$125,545	\$125,545
PR0604	1213	COUNTRY MEADOW PARK IMP#2	6/30/2009	\$211,153	\$211,152
PR0605	870	BETHANY LAKES DISCGOLF EQ	9/7/2006	\$21,071	\$21,070
PR0607	849	CHASE OAKS CLUBHOUSE IMP	12/31/2007	\$175,619	\$175,618
PR0608	859	FORD PARK WEST-HOCKY WALL	8/30/2006	\$24,980	\$24,980
PR0609	1450	BETHANY LAKES VETERAN'S	9/20/2011	\$263,513	\$263,513
PR0610	1079	HOCKEY STORAGE FACILITY	8/19/2008	\$5,000	\$5,000
PR0612	871	RESERVATION MESSAGE BOARD	9/7/2006	\$4,880	\$4,880
PR0613	1003	CHASE OAKS PAVILION ENCLO	12/14/2007	\$210,800	\$210,799
PR0615	1290	CHASE OAKS IMPROVEMENT II	5/11/2010	\$239,603	\$239,602
PR0701	952	PARK LAND ACQUISITION #3	9/24/2010	\$6,961	\$6,960
PR0702	903	WINDRIDGE NEIGHBORHOOD PK	2/13/2013	\$144,320	\$144,320
PR0703	1451	SHADOW LAKES GREENBELT	9/21/2011	\$78,423	\$78,422
PR0704	1136	JFRC RENOVATION PHASE 1	12/17/2008	\$22,170	\$22,169
PR0705	1390	PARK COMP SECURITY SYSTEM	6/30/2012	\$153,000	\$152,999
PR0706	1252	MOLSEN FARM MASTER PLAN	2/3/2010	\$25,000	\$25,000
PR0707	1222	SHADE STRUC @ BALLFIELDS	7/24/2009	\$215,513	\$215,512
PR0708	989	EX EQUIPMENT @ JFRC & DRN	6/2/2008	\$275,790	\$275,790
PR0709	1219	ASP II BRIDGE DECK	7/9/2009	\$36,162	\$36,162
PR0711	951	WATER FORD PARK PH 5 NP	5/28/2010	\$745,350	\$745,349
PR0722	986	CHASE OAKS GC-TAXABLE PH2	12/26/2007	\$19,811	\$19,811
PR0801	1253	SHADE @ CELEBRATION PARK	1/28/2010	\$78,936	\$78,935
PR0802	1077	FORD SOFTBALL IMPROVEMENT	8/12/2008	\$59,366	\$59,366
PR0803	1047	DRN UV H2O TREATMENT PKG	3/31/2008	\$60,650	\$60,650
PR0805	1223	BETHANY LAKES PIER	7/30/2009	\$43,883	\$43,883
PR0807	1076	TWIN CREEK NP	8/7/2008	\$465,191	\$465,190
PR0808	1137	POLICE MONUMENT SIGN	12/11/2008	\$33,750	\$33,750
PR0809	1547	MORGAN CROSS PARK	2/14/2013	\$422,414	\$422,412
PR0810	1452	CELEBRATION PASS PED TRL	9/21/2011	\$686,942	\$687,604
PR0811	1043	BOLIN PARK ACCESSIBILITY	3/25/2008	\$12,178	\$12,178
PR0812	1262	WATTERS BRANCH BRIDGE	3/2/2010	\$175,659	\$175,658
PR0813	1372	CANCER WALK OF HOPE	9/30/2010	\$46,347	\$46,347



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PR0815	1539	CELEBRATION PARK PHASE II	11/12/2012	\$3,689,341	\$3,689,339
PR0816	1132	OUTDOOR CINEMA SYSTEM	1/28/2009	\$19,902	\$19,902
PR0901	1196	PATIENT MOBILE TRANSPORT	8/18/2009	\$24,963	\$24,962
PR0902	1291	IRRIGATION CONTROL	5/12/2010	\$83,835	\$83,835
PR0903	1232	GRAFFITI REMOVAL MACHINE	8/20/2009	\$53,850	\$53,850
PR0904	1191	SCOREBOARDS (ASP/BOLIN)	4/22/2009	\$35,554	\$35,554
PR0905	1237	STORAGE SHED	9/16/2009	\$8,380	\$8,380
PR0906	1220	TREE SPADE	7/16/2009	\$31,819	\$31,819
PR0907	1214	STACY RD - VILLAGES TRAIL	6/30/2009	\$70,181	\$70,181
PR0909	1292	WALDEN PARK RENOVATION	8/30/2010	\$89,892	\$89,892
PR0910	1600	BETHANY LAKES IMPROVEMENT	7/10/2013	\$155,702	\$155,702
PR1001	1509	FIRE STATION #5 ARTWORK	7/16/2012	\$60,180	\$60,179
PR1002	1647	CHASE OAKS IMPROVEMENTIII	3/16/2014	\$9,679,670	\$9,679,669
PR1003	1442	JUPITER PARK II	8/10/2011	\$248,961	\$248,961
PR1004	1619	HILLSIDE WELLNESS PARK	9/30/2013	\$419,121	\$419,120
PR1005	1350	IRRIGATION CONTROL FY2010	8/12/2010	\$124,941	\$124,941
PR1006	1396	SUNCREEK PK DRAINAGE IMP	7/31/2011	\$93,528	\$93,528
PR1008	1446	CH ART BLACKLAND PRAIRIE	9/14/2011	\$205,045	\$205,044
PR1101	1386	EVENT CENTER PHASE II	2/22/2013	\$156,295	\$156,294
PR1102	1448	WATTERS BRANCH PARK LAND	9/20/2011	\$4,249,854	\$4,249,853
PR1103	1417	JFRC DUMPSTER ENCLOSURE	4/27/2011	\$17,776	\$17,776
PR1105	1648	WATTERS CROSSING IMPROVE	3/16/2014	\$371,037	\$371,037
PR1106	1567	EXCHANGE PARKWAY ART	4/9/2013	\$203,015	\$203,015
PR1107	1447	ORCHARDS LAND ACQUISITION	9/14/2011	\$121,333	\$121,333
PR1201	1606	RECYCLING @ CELEBRATION	7/10/2013	\$79,151	\$79,150
PR1202	1465	STARCREEK LAND	9/18/2012	\$42,802	\$42,801
PR1205	1466	EVENT CENTER SCOREBOARD	4/22/2012	\$500,000	\$500,000
PR1207	1508	BOLIN ATHLETIC FENCE UPGR	7/12/2012	\$43,331	\$43,331
PR1210	1573	FORD PARK N TRAIL IMPROVE	4/22/2013	\$92,877	\$92,876
PR1211	1500	ATHLETIC FIELD FENCE SLAT	5/14/2012	\$17,708	\$17,707
PR1212	1518	PARKS IRRIGATION CONTROL	8/24/2012	\$54,915	\$54,915
PR1213	1522	FENCE ARCHEOLOGICAL RUINS	9/18/2012	\$5,878	\$5,878
PR1214	9999	EVENT CENTER RECYCLING	8/8/2014	\$73,620	\$32,144
PR1304	9999	TRAIL CONSTRUCTION FY2013	9/30/2013	\$34,016	\$34,016
PR1305	1543	WOODLAND PK TRAIL CONNECT	1/31/2013	\$16,542	\$16,542
PR1306	1674	EVENT CENTER PHASE III	9/30/2014	\$153,244	\$153,222
PR1307	9999	E BETHANY DR LANDSCAPING	11/20/2013	\$287,408	\$287,408
PR1309	1620	FORD PARK LIGHTING SYSTEM	9/30/2013	\$16,200	\$16,200



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PR1312	9999	ADVERTISING MONITORS	4/14/2015	\$9,720	\$9,720
PR1407	9999	EDGE ASP RESTROOM PARTITI	8/8/2014	\$5,930	\$5,930
PR1413	9999	GREENVILLE HEIGHTS IMPROV	9/18/2014	\$53,435	\$53,434
PR1415	9999	SENIOR RC SOUND SYSTEM	9/18/2014	\$14,844	\$14,843
PR1419	1673	COTTONWOOD CK SCULPTURE	12/16/2014	\$17,750	\$17,750
PR1420	9999	ACIR ACOUSTIC BAFFLES	5/12/2015	\$22,014	\$22,013
PS0001	388	POLICE BLDG EXPANSION	9/30/2003	\$4,628,393	\$4,628,393
PS0004	546	CENTRAL FIRE STATION	9/30/2003	\$4,300,041	\$4,300,041
PS0201	730	FIRE STA APPARATUS	9/30/2005	\$349,981	\$349,981
PS0301	629	EMERGENCY MGMT WARNG SYST	9/30/2005	\$294,713	\$294,713
PS0302	374	EXHST SYS STA3&4	9/30/2003	\$17,110	\$17,110
PS0304	546	CNTRL FIRE ST GARAGE	9/30/2004	\$143,452	\$143,452
PS0305	630	CNTRL FIRE STA RENVATION	9/30/2004	\$31,902	\$31,902
PS0306	691	FIRE STA 2 3&4 RENVATION	9/30/2005	\$36,975	\$36,975
PS0401	388	POLICE STA ADDITIONS	9/30/2004	\$60,867	\$60,867
PS0402	927	PARKING LOT EXPNSN-POLICE	4/16/2007	\$245,443	\$245,442
PS0403	546	FIRE STATION IMPRVMNT	9/30/2005	\$11,980	\$11,980
PS0701	1352	SERVICE CTR/PS TRAINING	7/18/2012	\$14,179,521	\$14,179,518
PS0801	1240	JAIL EXPANSION	9/25/2009	\$735,220	\$735,220
PS0802	1361	ANIMAL SHELTER EXPANSION	3/18/2011	\$1,065,565	\$1,065,564
PS0803	1597	FIRE STATION #6	6/10/2013	\$59,199	\$59,199
PS0901	1618	PS COMMUNICATION SYSTEMS	11/14/2013	\$4,203,220	\$4,203,218
PS1001	1360	COMMUNICATIONS/DISPATCH	5/10/2012	\$585,376	\$585,375
PS1002	1455	PD HVAC REPLACEMENT	9/22/2011	\$464,229	\$464,228
PS1003	1461	FIRE STATION ALERTING SYS	9/30/2011	\$193,809	\$193,809
PS1101	9999	CITY HALL ANNEX RENOVATIO	3/12/2012	\$77,863	\$77,862
PS1102	1393	SALLY PORT LANDSCAPING	3/24/2011	\$17,915	\$17,915
PS1105	1484	K-9 FACILITY RESTROOMS	5/10/2012	\$61,094	\$61,094
PS1106	9999	CITY HALL SOFFIT REMODEL	9/28/2012	\$180,569	\$180,568
PS1201	1519	SERVICE CENTER PHASE 2	7/17/2013	\$51,658	\$51,657
PS1202	9999	POLICE STATION RENOVATION	4/15/2015	\$867,822	\$867,820
PS1203	9999	MCPAR HVAC	11/13/2013	\$79,353	\$79,353
PS1204	1521	WINDOW TINTING CITY WIDE	9/18/2012	\$45,074	\$45,074
PS1205	9999	NATATORIUM LIGHTING	5/14/2013	\$132,873	\$132,873
PS1301	9999	IT OFFICE SPACE CONSTRUCT	8/22/2013	\$53,618	\$53,618
PS1302	9999	CITY HALL CCTV	7/8/2013	\$46,076	\$46,076
PS1304	9999	MCPAR C R IMPROVEMENT	11/13/2013	\$25,066	\$25,066
PS1306	9999	PD CCTV & SECURITY UPGRAD	11/13/2013	\$41,404	\$41,403



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PS1404	1675	FIRE STATION #1 OH DOOR	9/22/2014	\$51,483	\$51,483
PS1406	9999	SECURITY CARD FS #1,3,4	8/19/2014	\$24,089	\$24,089
PS1407	9999	FS #4 KITCHEN REMODEL	9/18/2014	\$82,822	\$82,822
PS1408	9999	EXISTING FACILITIES UPGRA	7/8/2015	\$144	\$144
ST0035	574	ANGEL PKWY & MALONE	9/30/2003	\$3,290,404	\$3,290,404
ST0036	574	ANGEL PKWY,BY DVLPR	9/30/2003	\$131,042	\$131,042
ST0101	728	ALLEN HTS,BTHNY-PRKMEDIAN	9/30/2005	\$333,386	\$333,385
ST0110	762	SH5, EXCHANGE-STACY	7/19/2010	\$1,378,140	\$1,378,138
ST0111	761	FM2170E, ALLEN HTS-FM2551	9/12/2007	\$7,014,185	\$7,014,185
ST0113	854	BETHANY E, US75-ALLEN HTS	5/8/2006	\$3,915,419	\$3,915,419
ST0123	671	E EXCHANGE,SH5-1378	9/30/2004	\$3,014,641	\$3,014,641
ST0127	367	SGNL LT-CNTRY@MCDRM	9/30/2003	\$445,783	\$445,783
ST0136	672	ALMA DR,TATUM-BELAIR	9/30/2004	\$1,181,982	\$1,181,982
ST0137	330	WATTERS RD, PH I	9/30/2002	\$351,626	\$351,626
ST0141	395	ASPHALT PAVEMENT,PH I	9/30/2003	\$361,382	\$361,381
ST0142	556	CONCRETE ALLEY REPLCMNT	9/30/2003	\$672,824	\$672,823
ST0146	195	MAIN/MALONE INTERSECTION	9/30/2002	\$150,000	\$148,279
ST0148	231	101 S BUTLER,ASBSTS	9/30/2002	\$14,086	\$14,086
ST0201	396	SH 5 SIDEWALKS, PH2	9/30/2003	\$314,059	\$314,059
ST0202	876	ALLEN DRIVE	9/27/2006	\$3,036,182	\$3,036,182
ST0203	674	ST MARY'S DRIVE	9/30/2004	\$550,731	\$550,729
ST0204	360	STREET LIGHT INSTALLATION	9/30/2003	\$425,933	\$425,933
ST0205	361	ASH DRIVE	9/30/2003	\$320,736	\$320,735
ST0206	193	TEN OAKS	9/30/2002	\$58,880	\$58,880
ST0207	670	BETHANY SIGNAL	9/30/2004	\$151,140	\$151,140
ST0249	1089	ALLEN CENTRAL DRIVE	9/10/2008	\$48,116	\$48,116
ST0301	731	RIDGEMONT DRIVE	9/30/2005	\$824,510	\$824,510
ST0302	652	ASPHLT RPLCMNT PH2	9/30/2004	\$648,681	\$648,681
ST0304	364	RIDGEVIEW, US75-STACY RD	9/30/2004	\$227,250	\$227,250
ST0306	895	ANGEL PKWY, LANDSCAPE& LT	11/20/2006	\$418,831	\$418,830
ST0309	664	CONCRETE ALLEY PH 11	9/30/2004	\$476,646	\$476,035
ST0310	766	ALLEN DRIVE, PHASE 2	9/7/2006	\$674,124	\$674,124
ST0311	1058	INTERSECTION IMPROVEMENTS	4/30/2008	\$95,194	\$95,193
ST0312	1402	SIGNAL UPGRADE/COM.SYSTEM	3/10/2011	\$1,417,049	\$1,417,049
ST0313	628	BEL AIR DR ROW	9/30/2004	\$186,099	\$186,099
ST0315	767	BETHANY DRIVE EAST	12/8/2006	\$1,825,519	\$1,825,519
ST0317	1202	N BETHANY LAKES-WALL PRJ	6/11/2009	\$66,000	\$66,000
ST0318	351	BTHNY @AYLSBY SGNL	9/30/2004	\$74,840	\$74,840



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



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ST0717	1094	MCDERMOTT PAVEMENT REHABI	9/10/2008	\$348,729	\$348,728
ST0801	1439	RIDGEVIEW-CUSTER TO ALMA	7/21/2011	\$5,916,100	\$5,916,099
ST0802	1239	WATTERS RD BOSSY TO RIDGE	3/10/2011	\$1,977,913	\$1,977,912
ST0805	1167	STREET & ALLEY REPAIR	2/12/2009	\$297,649	\$297,648
ST0806	1300	ALMA IMP ROWLETT/TATUM	6/30/2010	\$255,742	\$255,742
ST0809	1119	BETHANY TRAFFIC SIGNALS	9/30/2008	\$8,750	\$8,750
ST0810	1261	ALMA/HEDGCOXE TRAFFIC SIG	2/17/2010	\$43,092	\$43,092
ST0811	1373	2009 TRAFFIC SIGNALS	9/30/2010	\$591,823	\$591,823
ST0812	1254	FY09 STREET& ALLEY REPAIR	11/19/2009	\$396,223	\$396,222
ST0813	1293	SHALLOWATER DRIVE	8/31/2010	\$205,456	\$205,455
ST0902	1272	RIDGEVIEW-ALMA-US75 LAND	5/10/2012	\$2,905,653	\$2,905,652
ST0903	1374	CHELSEA DR & COMMERCE PKY	9/30/2010	\$1,261,385	\$1,261,385
ST0904	1375	2010 TRAFFIC SIGNALS	9/30/2010	\$636,103	\$636,102
ST1001	1376	FY10 STREET& ALLEY REPAIR	9/30/2010	\$853,376	\$853,375
ST1002	1440	AISD STADIUM INTERSEC IMP	9/30/2012	\$503,944	\$503,943
ST1006	1501	SERVICE CTR/FIRE #5 SIGNA	6/30/2012	\$279,996	\$279,995
ST1008	9999	CABELA'S TREE MITI & SITE	2/17/2012	\$3,213,122	\$3,213,121
ST1009	1616	MAIN ST-ALLEN DR TO US75	9/16/2013	\$1,005,418	\$1,005,418
ST1010	1401	CABELA'S ACCELERATION LN	2/28/2011	\$18,800	\$18,800
ST1101	1467	FY11 STREET& ALLEY REPAIR	12/19/2011	\$729,582	\$729,581
ST1102	1430	GREENVILLE STREET LIGHTS	6/23/2011	\$140,319	\$140,319
ST1103	1612	E BETHANY DR WIDENING	8/26/2013	\$2,279,906	\$2,279,904
ST1106	1545	EXCHANGE PKWY MEDIAN IMP	2/12/2013	\$484,740	\$484,740
ST1107	1454	CHELSEA BOULEVARD PHASE I	4/8/2013	\$2,535,922	\$2,535,920
ST1201	9999	FY12 STREET& ALLEY REPAIR	8/3/2012	\$557,453	\$557,452
ST1204	9999	STACY RD PAVEMENT MARKING	8/22/2013	\$13,632	\$13,632
ST1205	9999	BIKE ROUTE MARKINGS	4/10/2012	\$49,690	\$49,690
ST1206	1569	CABELA'S NBFR LANE	4/15/2013	\$668,352	\$668,352
ST1208	9999	FY12 STREET& SIDEWALK REP	1/31/2013	\$374,415	\$374,414
ST1301	1550	RIDGEVIEW-WATTERS TO STAC	9/16/2013	\$1,241,540	\$1,241,539
ST1304	9999	TS WATTERS & BRAY CENTRAL	2/11/2015	\$250,134	\$250,133
ST1305	9999	FY13 STREET &ALLEY REPAIR	9/30/2014	\$1,037,427	\$1,037,426
ST1306	9999	SHARROWS BIKE ROUTE PH 2	8/30/2013	\$48,535	\$48,535
ST1311	9999	BOSSY BOOTS & EXCHANGE TS	2/24/2015	\$192,687	\$192,686
ST1312	9999	US75 / SH121 ROW	11/20/2013	\$738,570	\$738,570
ST9508	719	SH5 MEDIANS,CHP-XCH	9/30/2005	\$1,367,605	\$1,367,605
ST9512	229	MCDERMOTT,CUSTER-US75	9/30/2002	\$11,638,037	\$11,638,037
ST9809	572	COLLECTOR SIDEWALKS	9/30/2003	\$559,631	\$559,225



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ST9828	230	ALMA DR, EXCHANGE-SH121	9/30/2002	\$3,566,608	\$3,566,608
ST9829	538	STACY RD,US75-SH121	9/30/2003	\$9,672,319	\$9,672,319
ST9903	541	BETHANY WEST	9/30/2003	\$5,671,564	\$5,671,564
ST9904	1238	CHAPARRAL BRIDGE	3/15/2013	\$3,359,160	\$3,359,157
ST9918	366	WATTERS,BETHANY-MCDERMOTT	9/30/2003	\$1,689,394	\$1,689,394
WA0009	228	LOST CREEK LIFT STATION	9/30/2001	\$88,000	\$87,879
WA0016	87	HIGHPOINT WATER LINE	9/30/2001	\$57,271	\$57,271
WA0027	560	ALLEN HTS IMPROVEMENTS	9/30/2003	\$1,170,306	\$1,170,302
WA0030	537	ALLEN HTS,PH II WATERLINE	9/30/2003	\$1,205,493	\$1,205,491
WA0036	579	STACY RD PUMP STA#2	9/30/2003	\$5,130,942	\$5,130,942
WA0112	872	PRESTIGE CIR WATER TOWER	9/12/2006	\$4,165,604	\$4,165,604
WA0118	1241	ALLENWOOD SANITARY SEWER	9/30/2009	\$1,098,600	\$1,098,599
WA0120	632	LOST CREEK RANCH PH2A	9/30/2004	\$348,230	\$348,230
WA0132	557	S.C.A.D.A.	9/30/2003	\$352,456	\$352,456
WA0133	356	HEDGCOXE WATERLINE	9/30/2003	\$255,881	\$255,881
WA0134	356	OVERSIZING W&S	9/30/2003	\$14,654	\$14,654
WA0214	392	WATERLINE REPLACEMENT	9/30/2003	\$124,375	\$124,375
WA0215	677	OLA SEWER	9/30/2004	\$936,723	\$936,720
WA0216	578	COTTONWOOD CREEK SEWER	9/30/2003	\$835,838	\$835,838
WA0217	731	RIDGEMONT SEWERLINE	9/30/2005	\$225,000	\$225,000
WA0218	308	STACY RIDGE LIFT STATION	9/30/2002	\$218,550	\$218,550
WA0219	358	BETHANY RIDGE LIFTSTATION	9/30/2003	\$113,616	\$113,616
WA0240	1264	CUSTER RD PMP STA#3 EXPNS	3/11/2010	\$5,779,059	\$5,779,058
WA0301	1122	TWN CREEKS 36" WTRLINE 6B	9/30/2008	\$734,100	\$734,099
WA0302	735	WATER TOWER SECURITYLIGHT	9/30/2005	\$423,572	\$423,572
WA0303	676	FAIRVIEW WSTWTR INTR	9/30/2004	\$104,682	\$104,682
WA0305	1194	COVENTRY II OVERSIZING	5/26/2009	\$131,109	\$131,109
WA0335	781	WESTSIDE WATERLINE	2/10/2010	\$3,388,382	\$3,388,382
WA0402	698	36" WATERLINE TC6A	9/30/2005	\$211,242	\$211,242
WA0403	811	ST. MARY DRIVE, PH 2	2/9/2006	\$83,000	\$82,798
WA0407	739	TWIN CREEKS 7A1 AND 7A2	9/30/2005	\$237,435	\$237,435
WA0415	720	WATTERS RD-QUAIL RUN	9/30/2005	\$29,470	\$29,470
WA0507	936	ST MARY DR PH III WATER	6/20/2007	\$57,000	\$57,000
WA0511	932	EAST MAIN WATER LINE	6/12/2007	\$1,554,666	\$1,554,666
WA0601	950	JUPITER RD SEWER REPLACEM	1/19/2009	\$488,201	\$488,200
WA0602	1203	EXCHANGE PARKWAY WATERLIN	6/11/2009	\$71,546	\$71,545
WA0701	579	STACY RD GROUND STORAGE	9/12/2007	\$555,816	\$555,816
WA0702	1095	COUNTRY CLUB WATERLINE	9/9/2008	\$96,121	\$96,121



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Closed to Fixed Assets

Date: 8/12/2015

Project Number	Fixed Assets #	Project Description	Completion Date	Project Estimate	Project Total Costs
WA0703	1189	BEACON HILL/MCDERMOTT W/L	4/16/2009	\$53,399	\$53,399
WA0704	1212	CUSTER ROAD WATERLINE	3/2/2010	\$343,520	\$343,518
WA0801	1084	ALLEN DRIVE PHASE III	9/5/2008	\$161,198	\$161,198
WA0802	1156	FAIR MEADOW SANITARY SEWE	1/19/2009	\$123,876	\$123,876
WA0803	1255	LIFT STATION IMPROVEMENTS	1/25/2010	\$23,198	\$23,197
WA0804	1380	PUMP STATION IMPROVEMENTS	9/30/2010	\$72,718	\$72,717
WA0805	1482	HILLSIDE WATER TOWER	5/21/2012	\$5,600,203	\$5,600,202
WA0806	1190	STACY TANK CATHODIC PROTE	4/16/2009	\$9,813	\$9,813
WA0807	1263	HIGH MEADOWS SEWER LINE	3/2/2010	\$762,976	\$762,975
WA0808	1377	MAIN ST WATERLINE REPLAC	9/30/2010	\$534,850	\$534,850
WA0901	1256	ROWLETT WATER TOWER FENCE	1/11/2010	\$132,412	\$132,412
WA0902	1378	TIMBERCREEK SANITARY SEWE	9/30/2010	\$666,299	\$666,298
WA0903	1243	RIDGEVIEW-CUSTER TO ALMA	9/30/2009	\$221,175	\$221,175
WA0904	1205	EXCHANGE PKWY WATERLINE	6/11/2009	\$362,972	\$362,972
WA0905	1299	GREENVILLE WATERLINE REPL	6/29/2010	\$188,366	\$188,366
WA0906	1354	SHALLOWATER WATER/SEWER	8/31/2010	\$24,109	\$24,109
WA0907	1379	CHELSEA & COMMERCE W/S	9/30/2010	\$249,529	\$249,528
WA0909	1257	BRAY CENTRAL WATERLINE LO	1/25/2010	\$20,928	\$20,928
WA1001	1355	ROWLETT WT LANDSCAPING	9/13/2010	\$54,596	\$54,595
WA1002	1471	US 75 WATERLINE REPLACEME	2/13/2012	\$1,354,309	\$1,354,308
WA1003	1472	WALDEN PARK WATER/SEWER	3/13/2012	\$1,189,002	\$1,189,002
WA1005	1443	CHAPARRAL FORCE MAIN & LS	8/22/2011	\$2,806,430	\$2,806,428
WA1103	1542	WALDEN PARK W&S PHASE II	1/31/2013	\$1,198,809	\$1,198,808
WA1205	1574	STACY TANK IMPROVEMENT	5/20/2013	\$310,718	\$310,717
WA1206	1596	WEST MAIN ST W&S RECONSTR	6/26/2013	\$244,324	\$244,323
WA1207	1523	ROWLETT TOWER MIXING SYS	9/20/2012	\$146,291	\$146,290
WA1208	1555	CHELSEA BLVD PHASE 1 W&S	3/15/2013	\$400,000	\$400,000
WA1209	9999	WHIS-LYNGE & ROLLING W&S	3/30/2015	\$4,057,852	\$4,057,852
WA1301	1617	RIDGEVIEW-WATTERS TO STAC	9/16/2013	\$113,400	\$113,399
WA1302	8888	ALLEN HEIGHTS/BETHANY	4/17/2015	\$459,882	\$459,882
WA1401	9999	755 HERITAGE PKWY S S EXT	9/30/2014	\$33,250	\$33,250
WA1404	9999	MILLWOOD LN WATERLINE REL	9/30/2014	\$34,581	\$34,581
WA1405	9999	POLLO TROPICAL WL EXT	7/10/2015	\$95,000	\$81,621
WA9822	226	PUMP STA #3 & 2 TNK	9/30/2002	\$9,552	\$9,552
WA9923	224	LNDSKP 2 ELEV TANK	9/30/2002	\$6,645	\$6,645
WA9925	225	CUSTER PMP ST3 LDSC	9/30/2002	\$89,488	\$89,488
WA9931	636	ALMA,TATUM-BELAIR	9/30/2004	\$20,921	\$20,920
Total Expenditures:				\$404,414,891	

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

April 26, 2016

SUBJECT:

Receive the Summary of Property Tax Collections as of March 2016.

STAFF RESOURCE:

Eric Cannon, Chief Financial Officer

ATTACHMENT

Summary of Property Tax Collections as of March 2016

**Kenneth L. Maun
Tax Assessor Collector
Collin County
2300 Bloomdale Rd
P.O. Box 8046
McKinney, Texas 75070
972- 547-5020
Metro 424-1460 Ext.5020
Fax 972-547-5040**

April 11, 2016

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

Dear Mayor Terrell,

**Enclosed is the Monthly Collection Report for:
The City of Allen tax collections for the month were:
The Rollback Collections for the month were:**

**March 2016
\$440,553.92
\$0.00**

Sincerely,



**Kenneth L. Maun
Tax Assessor Collector**

Attachment

**cc: Peter Vargas, City Manager
Joanne Stoehr, Assistant Finance Director**

KM:ds

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

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Monthly Collection Status Report
March 2016

City of Allen #06

	Collections Month of March	Cumulative Total 10/1/15 thru 3/31/16	% of Collections
Current Tax Year Collections			
Base M&O	\$310,986.45	\$40,795,655.31	100.60%
Base I&S	94,707.96	\$12,423,972.98	
Late Rendition Penalty	2,389.89	\$18,765.75	
P&I M&O	23,241.61	\$51,716.52	
P&I I&S	5,771.73	\$14,410.49	
P&I I&S Bond			
Attorney Fee	0.00	\$0.00	
Subtotal	<u>\$437,097.64</u>	<u>\$53,304,521.05</u>	100.76%
Delinquent TaxYears Collections			
Base M&O	\$1,889.47	\$62,259.74	
Base I&S	672.28	\$21,992.00	
Late Rendition Penalty	57.68	\$852.20	
P&I M&O	626.65	\$17,661.44	
P&I I&S	210.20	\$6,078.58	
P&I I&S Bond			
Attorney Fee	525.65	\$10,853.22	
Other>	0.00	0.00	
Subtotal	<u>\$3,981.93</u>	<u>\$119,697.18</u>	0.23%
Combined Current & Delinquent:			
Base M&O	\$312,875.92	\$40,857,915.05	
Base I&S	95,380.24	12,445,964.98	
Late Rendition Penalty	2,447.57	19,617.95	
P&I M&O	23,868.26	69,377.96	
P&I I&S	5,981.93	20,489.07	
P&I I&S Bond			
Attorney Fee	525.65	10,853.22	
Other>	0.00	0.00	
Total Collections	<u>\$441,079.57</u>	<u>\$53,424,218.23</u>	100.98%
			100.00%
Original 2015 Tax Levy		<u>\$52,904,305.40</u>	

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

Cumulative Comparative Collection Status Report
March 2016

City of Allen #06

Current Tax Year Collections	Collections thru		Collections thru	
	March 2016	% Collections	March 2015	% Collections
Base M&O + I&S	\$53,219,628.29	100.60%	\$48,891,243.96	98.63%
Late Rendition Penalty	18,765.75		15,134.01	
P&I M&O + I&S	66,127.01		47,923.22	
Attorney Fee	0.00		0.00	
Subtotal	<u>\$53,304,521.05</u>	100.76%	<u>\$48,954,301.19</u>	98.75%
Delinquent Tax Years Collections				
Base M&O + I&S	\$84,251.74		\$227,497.70	
Late Rendition Penalty	852.20		159.79	
P&I M&O + I&S	23,740.02		38,322.84	
Attorney Fee	10,853.22		6,846.27	
Other>	0.00		0.00	
Subtotal	<u>\$119,697.18</u>	0.23%	<u>\$272,826.60</u>	0.55%
Combined Current & Delinquent:				
Base M&O + I&S	\$53,303,880.03		\$49,118,741.66	
P&I M&O + I&S	89,867.03		86,246.06	
Late Rendition Penalty	19,617.95		15,293.80	
Attorney Fee	10,853.22		6,846.27	
Other	0.00		0.00	
Total Collections	<u>\$53,424,218.23</u>	100.98%	<u>\$49,227,127.79</u>	99.30%
Adjusted 2014 Tax Levy			<u>\$49,571,830.85</u>	100.00%
Original 2015 Tax Levy	<u>\$52,904,305.40</u>	100.00%		

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

Levy Outstanding Status Report
March 2016

City of Allen #06

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 2/29/16	\$1,148,001.72	\$294,573.51
Base M&O Collections	405,694.41	2,561.75
Supplement/Adjustments	-3,822.75	-846.58
Write-off	0.00	0.00
Remaining Levy as of 3/31/16	<u>\$738,484.56</u>	<u>\$291,165.18</u>
Cumulative (From 10/01/15 thru 3/31/16)		
Original 2015 Tax Levy (as of 10/01/15)	\$52,904,305.40	\$357,819.86
Base M&O + I&S Collections	53,219,628.29	84,251.74
Supplement/Adjustments	1,053,807.45	17,597.06
Write-off	0.00	0.00
Remaining Levy as of 3/31/16	<u>\$738,484.56</u>	<u>\$291,165.18</u>

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

Monthly Distribution Report
March 2016

City of Allen #06

	Distribution Month of March	Distribution 10/1/15 thru 3/31/16
Weekly Remittances:		
Week Ending 3/4/16	\$87,303.52	\$11,222,621.55
Week Ending 3/11/16	\$60,902.99	\$5,898,688.13
Week Ending 3/18/16	\$93,141.88	\$13,016,206.01
Week Ending 3/24/16	\$54,536.22	\$17,601,812.61
Week Ending 3/31/16	\$144,546.91	\$5,673,055.59
Total Weekly Remittances	<u>\$440,431.52</u>	<u>\$53,412,383.89</u>
Overpayment from Prior Month	\$0.00	\$0.00
Manual Adjustment Refund	\$0.00	\$0.00
Commission Paid Delinquent Attorney	\$525.65	\$10,853.22
Entity Collection Fee	\$0.00	\$0.00
Judgement Interest	\$0.00	\$0.00
5% CAD Rendition Penalty	\$122.40	\$981.12
Total Disbursements	<u><u>\$441,079.57</u></u>	<u><u>\$53,424,218.23</u></u>
Carryover to Next Month	\$0.00	\$0.00

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

April 26, 2016

SUBJECT:

Conduct a Public Hearing and Adopt an Ordinance Establishing Standards of Care Necessary for a Day Care Licensing Exemption for Youth Camp Programs Operated by the Allen Parks and Recreation Department.

STAFF RESOURCE:

Tim Dentler, Director of Parks and Recreation
Carrie Cessna, Assistant Director of Parks and Recreation

ACTION PROPOSED:

Conduct a Public Hearing and Adopt an Ordinance Establishing Standards of Care Necessary for a Day Care Licensing Exemption for Youth Camp Programs Operated by the Allen Parks and Recreation Department.

BACKGROUND

The Texas Human Resource Code, Section 42.041(b)(14) established requirements to exempt recreational programs operated by municipalities for elementary age (5-13) children from State child care licensing.

In order to receive exempt status for camp programs, a municipality must adopt standards of care by ordinance after a public hearing is held, then submit a copy of program standards, a notice of the public hearing for the program and a copy of the ordinance adopting the standards to the State. Standards are provided to parents of each camp program participant.

The ordinance shall include at a minimum, staffing ratios, minimum staff qualifications, minimum facility, health, and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and inform parents that the camp program is not licensed by the state and the program may not be advertised as a child-care facility.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt an ordinance establishing Standards of Care necessary for a Day Care Licensing exemption for Youth Camp Programs operated by the Allen Parks and Recreation Department.

MOTION

I make a motion to adopt Ordinance No. _____ establishing Standards of Care necessary for a Day Care Licensing exemption for Youth Camp Programs operated by the Allen Parks and Recreation Department.

ATTACHMENT

Standards of Care for Camp Programs
Ordinance

CITY OF ALLEN CAMP PROGRAMS STANDARDS OF CARE

The Standards of Care are intended to be minimum standards by which the City of Allen Parks & Recreation Department will operate the City's Camp Programs. The following Standards of Care are required by the Texas Human Resources Code, Section 42.041 (b) (14), as approved by the Texas Legislature during the 74th legislative session.

An elementary-age (ages 5-13) recreation program operated by municipality provided the governing body of the municipality annually adopts standards of care by ordinance after a public hearing for such programs, that such standards are provided to the parents of each program participant, and that the ordinances shall include, at a minimum, staffing ratios, minimum staff qualifications, minimum facility, health and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and further provided that parents be informed that the program is not licensed by the state and the program may not be advertised as a child-care facility.

The following basic childcare regulations are the minimum Standards of Care by which the City of Allen Parks and Recreation Department will operate Camp Programs. Standards of Care are adopted annually as an ordinance by the Allen City Council. The programs operated by the City are recreational in nature and are not child or day care programs. City is exempt from the requirements of the Texas Human Resources Code and is not licensed by the State to offer daycare programs.

GENERAL ADMINISTRATION

1. Organization

A. The governing body of the Camp Program is the City Council of the City of Allen, Texas.

B. Implementation of the Camp Programs Standards of Care is the responsibility of the Parks and Recreation Department Director or his or her designee and Department employees.

C. These Standards of Care will apply to all Camp Programs, including, without limitation, the Summer Camp Program, Spring Break Program and Holiday Camp Program.

D. Each Program Site will have available for public and staff review a current copy of the Standards of Care.

E. Parents of participants will be provided a current copy of the Standards of Care during the registration process for a Program. Further, a copy of the Standards of Care shall be placed online on the City's website.

F. Criminal background checks will be conducted on prospective Program employees. If results of a criminal background check indicate that a prospective Program employee has

been arrested, charged with, or convicted of any of the following offenses, the prospective Program employee will not be considered for employment:

- (1) a felony or a misdemeanor classified as an offense against a person or family member;
- (2) a felony or misdemeanor classified as public indecency;
- (3) any offense for which a person is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure;
- (4) a felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance and
- (5) any offense involving moral turpitude.

2. Definitions

For purposes of these Standards of Care, the following words shall have the respective meanings ascribed to them:

A. *City* means the City of Allen, Texas.

B. *City Council* means the City Council of the City.

C. *Department* means the Parks and Recreation Department of the City.

D. *Director* means the Parks and Recreation Department Director of the City or his or her designee.

E. *Employee(s)* means people who have been hired to work for the City of Allen and have been assigned responsibility for managing, administering, or implementing some portion of a Program.

F. *Parent(s)* means one or both parent(s) or adults who have legal custody and authority to enroll their child(ren) in a Program.

G. *Participants* means a youth whose parent(s) have completed all required registration procedures and determined to be eligible for a Program.

H. *Camp Programs* means the Summer Camp Program, Spring Break Camp Program and the Holiday Camp Program.

I. *Center Supervisor or Recreation Program Supervisor* means a full-time Department employee who is a supervisor and has been assigned administrative responsibility for the Programs.

J. *Program Employee* means a Department part-time or seasonal employee who has been assigned responsibility by the Center Supervisor or Recreation Program Supervisor to implement the City's camp programs.

K. *Program Manual* means a notebook of policies, procedures, required forms, and organizational and programming information relevant to each Program.

L. *Program Site* means area and facilities where a Program is held, consisting of the Joe Farmer Recreation Center, 1201 E. Bethany, Allen, Texas, 75002.

3. Inspections/Monitoring/Enforcement

A. A written inspection report will be prepared by the Recreation Program Supervisor each month to confirm the Standards of Care are being adhered to.

(1) Each monthly inspection report will be sent by the Recreation Program Supervisor to the Center Supervisor for review and kept on record in accordance with the City's records retention policy

(2) The Center Supervisor will review the report and establish deadlines and criteria for compliance with the Standards of Care where failure to comply is determined.

B. The Recreation Program Supervisor will make visual inspections of the Programs based on the following schedule:

(1) The Summer Camp Program will be inspected a minimum of two times during the Summer Camps' Program schedule.

(2) The Spring Break Camp Program will be inspected at least once during the Spring Break Camp Program schedule.

(3) The Holiday Camp Program will be inspected at least once during the Holiday Camp Program schedule.

(4) Each other Program will be inspected at least once each week during the schedule for the Program.

C. Complaints regarding enforcement of the Standards of Care should be directed to the Recreation Program Supervisor. The Recreation Program Supervisor will be responsible to take the necessary steps to address any complaints and to resolve the problem(s), if any. Complaints regarding enforcement of the Standards of Care and their resolution will be recorded in writing by the Recreation Program Supervisor. All complaints regarding enforcement of the Standards of Care where a deficiency is determined will be forwarded to the Center Supervisor, in a timely manner, with the complaint and the resolution noted.

4. Enrollment

Before a child can be enrolled in a Program, the parents must sign registration forms that contain the following information about the child:

- A. name, address, home telephone number;
- B. name and address of parent(s) and telephone number(s) during Program hours;
- C. the names and telephone numbers of people to whom the child can be released;
- D. proof of residency within the City when appropriate; and
- E. a fully executed liability waiver and release.

5. Suspected Abuse

Program Employees will report suspected child abuse or neglect in accordance with the Texas Family Code. In the case where an employee is involved in an incident with a child that could be construed as child abuse, the incident must be reported immediately to the Center Supervisor. The Center Supervisor will then immediately notify the Recreation Manager, the City Police Department, and any other agency as may be appropriate.

Texas state law requires the employees of the Programs to report any suspected abuse or neglect of a child to the Texas Department of Protective and Regulatory Services or a law enforcement agency. Failure to report suspected abuse is punishable by fines up to \$1,000 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.

STAFFING - RESPONSIBILITIES AND TRAINING

1. Center Supervisor Qualifications

- A. The Center Supervisor will be a full-time, professional employee of the Department.
- B. Work experience requires broad knowledge in a general profession or technical field. Knowledge is normally acquired through four years of college resulting in a Bachelor's Degree in Parks and Recreation or related field preferred or equivalent experience in Parks and Recreation or related field in lieu of education. Related Fields/Experience including but not limited to: Parks, Recreation and Tourism Therapeutic Recreation; Gerontology/Nutrition; Kinesiology, Sports Management or Physical Education; Ice Rink Operations or Management; Golf Operations or Programming.
- C. The Center Supervisor must have over two years up to and including three years of relevant experience.
- D. The Center Supervisor must successfully complete pre-employment screenings, which consist of a drug test, criminal background check and driving record check.
- E. The Center Supervisor must have successfully completed a course in first aid and cardio pulmonary resuscitation (CPR) and possess a Texas Class C Driver's License within 4 months of hire.

Center Supervisor Responsibilities

The information listed below is intended to describe the general nature and level of work being performed by individuals assigned to this position. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of this position.

A. Oversees operation of Recreation Center, its staff and its related programs by developing and maintaining budget for facility programs and personnel. Reconciles financial transactions and records, makes daily deposits, processes and approves refunds, monitors payroll activities, maintains inventory, procures maintenance services for facility and equipment, ensuring quality of programs and enforcing and developing policies and procedures.

B. Provides computer related support by troubleshooting computer problems, training staff on new and existing computer systems, diagnosing Class Software and online registration issues and providing computer assistance to department staff. Operates in all applicable system modules pertinent to job assignment, trains staff on use of computer systems and compiles data from computer systems.

C. Ensures customer service by addressing and resolving complaints from the public, makes discretionary decisions regarding customer related issues, educates and trains staff on customer service practices, and holds staff accountable for expected customer service delivery goals.

D. Supervises personnel by conducting the hiring process including selecting candidates and interviewing for open positions, training staff, promoting and maintaining positive work environment for optimum staff morale, evaluating staff performance and conducting performance reviews, administering staff meetings, scheduling staff, holding staff accountable for expectations, handling staff concerns and suggestions and administering disciplinary actions as needed.

E. Ensures safe and proper maintenance of facilities by coordinating preventative maintenance, repairs and capital improvements with appropriate personnel and/or vendors and ensures cleanliness of facility and premises.

F. May work varied shifts including opening, closing and weekend hours as assigned.

2. Recreation Program Supervisor Qualifications

A. The Recreation Program Supervisor will be a full-time, professional employee of the Department.

B. Work experience requires broad knowledge in a general profession or technical field. Knowledge is normally acquired through four years of college resulting in a Bachelor's Degree in Parks and Recreation or related field preferred or equivalent experience in Parks and Recreation or related field in lieu of education. Related Fields/Experience including but not limited to: Parks, Recreation and Tourism; Therapeutic Recreation; Gerontology/Nutrition; Kinesiology, Sports Management or Physical Education; Ice Rink Operations or Management Golf Operations or Programming.

C. The Recreation Program Supervisor must have over two years up to and including three years of relevant experience.

D. The Recreation Program Supervisor must successfully complete pre-employment screenings, which consist of a drug test, criminal background check and driving record check.

E. The Recreation Program Supervisor must have successfully completed a course in first aid and cardio pulmonary resuscitation (CPR) within four months of hire and possess a Texas Class C Driver's License within 4 months of hire.

Recreation Program Supervisor Responsibilities

The information listed below is intended to describe the general nature and level of work being performed by individuals assigned to this position. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of this position.

A. Supervises personnel and contract instructors by interviewing applicants for open positions, coordinating training, observing and monitoring work tasks, developing program staff, evaluating work performance, writing performance evaluations, assisting employees to correct deficiencies, scheduling the necessary employees for facility operations and submitting time sheets for payroll. Position has direct oversight of Recreation Specialist II's at the center.

B. Develops and implements various programs by assessing the needs of citizens, identifying the types of programs to offer, recruiting and hiring qualified instructors for new programs, negotiating class and instructor fees, preparing goals and cost analysis for 110% plus cost recovery, scheduling program dates, reserving facilities for programs, purchasing and maintaining equipment and materials needed, and advertising programs to the general public. This position will act in a liaison role to civic organizations and community partners on events; will research and lead the coordination of partnership of national/state affiliated programs as well as corporate partnerships that benefit the division.

C. Assists with facility operations by addressing and resolving complaints and concerns from the public, responding to emergencies when required, preparing facilities for programs, rentals and special events and ensuring the cleanliness of facilities.

D. Monitors the allocation of resources by ensuring that the supplies necessary for the operation of the facility are maintained, ordering new supplies and equipment, evaluating and recommending the budgetary needs for operations and creating vendor lists. Position is responsible for vendor and instructor payment processing and budget oversight of relevant to such.

3. Camp Counselor Qualifications

A. The Camp Counselor will be a temporary seasonal Program Employees of the Department.

B. The Camp Counselor must have a High School Diploma or G.E.D.

C. Must have a desire to work with children and be able to work all eleven weeks of summer camp. Prior day camp experience or experience programming camp activities preferred. Experience working with youth preferred.

C. The Camp Counselor must successfully complete pre-employment screenings, which consist of a drug test, criminal background check and driving record check.

D. Required to have a CPR Certification and First Aid Certification before June 1st (training provided), Valid Texas Class C Driver's License

4. Counselor Responsibilities

- A. Camp Counselors will be responsible for the supervision and activities of approximately 10-12 children ages 6-12 in an outdoor and indoor nature environment.
- B. Counselor will plan and carry out such activities as hiking, arts and crafts, sports, drama, swimming, and field trips.

5. Training/Orientation

- A. The Department is responsible for providing training and orientation to Program Employees working with children and for specific job responsibilities. The Recreation Program Supervisor will provide each Program Employee with a Program manual specific to the applicable Program.
- B. Program Employees must be familiar with the Standards of Care for Program operation as adopted by the City Council.
- C. Program Employees must be familiar with the Program's policies, including discipline, guidance, and release of Program participants as outlined in the Program Manual.
- D. Program Employees will be trained in appropriate procedures to handle emergencies.
- E. Program Employees will be trained in areas including City, Department, and Program policies and procedures, provision of recreation activities, safety issues, and organization goals.
- F. Program Employees will be required to sign an acknowledgement that they received the required training.

OPERATIONS

1. Staff-Participant Ratio

- A. The standard ratio of Program participants to Program Employees will be no greater than 15 to 1. In the event an employee assigned to a Program is unable to report to the Program Site, a replacement will be assigned.
- B. Program Employees are responsible for being aware of the participant's habits, interests, and any special problems as identified by the participant's parent(s) during the registration process.

2. Discipline

- A. Program Employees will implement discipline and guidance in a consistent manner based on the best interests of Program participants.
- B. There must be no cruel, harsh or corporal punishment or treatment used as a method of discipline.
- C. Program Employees may use brief, supervised separation from the group if necessary.
- D. As necessary, Program Employees will initiate discipline reports to the parent(s) of participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.
- E. A sufficient number and/or severe nature of discipline reports as detailed in the Program Manual may result in a participant being suspended or removed from the Program or all Programs.

F. In instances where there is a danger to participants or employees, offending participants will be removed from the Program Site as soon as possible.

3. Programming

A. Program Employees will attempt to provide activities for each Program according to the participants' ages, interests, and abilities. The activities must be appropriate to participants' health, safety, and wellbeing. The activities also must be flexible and promote the participants' emotional, social, and mental growth.

B. Program Employees will attempt to provide indoor and outdoor time periods that include:

- (1) alternating active and passive activities;
- (2) opportunity for individual and group activities, and
- (3) outdoor time each day weather permits.

4. Communication

A. The Program Site will have a cell phone and land line to allow the Program Employees to be contacted by Department employees and vice versa.

B. The Recreation Program Supervisor will post the following telephone numbers adjacent to a telephone accessible to all Program employees:

- (1) City ambulance or emergency medical services;
- (2) City Police Department
- (3) City Fire Department
- (4) The Joe Farmer Recreation Center front desk;
- (5) Parks and Recreation Administrative office and;
- (6) Numbers at which parents may be reached.

5. Transportation

A. Program Employees will be attentive and considerate of the Participant's safety on field trips and during any transportation provided by the Program.

B. Transportation for field trips is provided by school buses through the Allen Independent School District. In the event said school district buses are unavailable, department will ensure suitable transportation is provided.

C. During field trips, Program Employees will have emergency contact information for each Participant.

D. Program Employees will have a roster of Participants in their group and must account for all participants frequently, specifically before departure to and from destination.

E. Before a participant may be transported to and from City-sponsored activities, participants must be registered for the field trip.

F. First aid supplies and a first aid and emergency care guide will be available in all Program vehicles that transport children.

G. Designated Program Employees will carry a cell phone at all times during the duration of the field trip.

H. Participants will be oriented to expected behavior and safety rules.

FACILITY STANDARDS

1. Safety

- A. Program Employees will inspect Program Sites daily to detect sanitation and safety concerns that might affect the health and safety of the participants.
- B. Buildings, grounds, and equipment on the Program Site will be inspected, cleaned, repaired, and maintained to protect the health of the participants.
- C. Program equipment and supplies must be safe for the participants' use.
- D. Program Employees must have first aid supplies readily available at the Program Site, during transportation to an off-site activity, and for the duration of any off-site activity.

2. Fire

- A. Emergency evacuation plan will be posted at the Program Site. In a situation where evacuation is necessary, the first priority of Program Employees is to make sure all participants are in a safe location.
- B. The Program Site will have an annual fire inspection by the local Fire Marshal, and the resulting report will detail any safety concerns observed. The report will be forwarded to the Center Supervisor who will review and establish deadlines and criteria for compliance if any deficiencies or concerns are determined to exist.
- C. The Program Site must have at least one fire extinguisher readily available to all Program employees. All Program Employees will be trained in the proper use of fire extinguishers.
- D. Fire drills will be initiated at Program Sites based on the following schedule:
 - (1) Summer Camp Program: A fire drill twice during the session.
 - (2) Spring Break Camp and Holiday Camp Program: A fire drill once during the session.

3. Health

- A. Illness or Injury.
 - (1) A participant who is considered to be a health or safety concern to other participants or Program Employees will not be admitted to a Program.
 - (2) Illnesses and injuries will be handled in a manner to protect the health of all participants and employees.
 - (3) Program Employees will follow plans to provide emergency care for injured participants with symptoms of an acute illness as specified in the Program Manual.
 - (4) Program Employees will follow the guidelines of the Texas Department of Health concerning the admission or readmission of any participant after a communicable disease.
- B. Program Employees will administer medication (limited only to an epinephrine pen (auto-injector) and an (asthma inhaler) to participants only if:
 - (1) Parent(s) complete and sign a medication form provided by the City (to include, among other things, an indemnity and hold harmless provision, and a waiver and release provision) that provides authorization for Program employees to dispense the medication, with details as to time and dosages.

(2) The medication is in its original container labeled with the participant's name, a date, directions, and the physician's name. Program employees will administer the medication only as stated on the label. Program employees will not administer medication after the medication's expiration date. Program employees will not administer any other medication.

C. Toilet Facilities

- (1) The Program Site will have indoor toilets located and equipped so participants can use them independently and Program Employees can supervise as needed.
- (2) An appropriate and adequate number of lavatories will be provided.

D. Sanitation

- (1) The Program site will have adequate light, ventilation, and heat.
- (2) The Program site will have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the participants in a safe and sanitary manner.
- (3) Program Employees will ensure that garbage is removed from buildings daily.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ESTABLISHING STANDARDS OF CARE NECESSARY FOR A DAY CARE LICENSING EXEMPTION FOR YOUTH CAMP PROGRAMS OPERATED BY THE CITY OF ALLEN PARKS AND RECREATION DEPARTMENT; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Texas Human Resources Code § 42.041(b)(14) establishes requirements for exempting recreational programs operated by municipalities for elementary age (5-13) children from childcare licensing; and,

WHEREAS, in order to receive exempt status for a youth recreation program, a municipality must adopt standards of care by ordinance after a public hearing for the program; and requirements; and,

WHEREAS, the Allen Parks and Recreation Youth Program Standards of Care will provide basic child care regulations for day camp activities operated by the City of Allen Parks and Recreation Department in accordance with Texas Human Resources Code § 42.041(b)(14); and,

WHEREAS, the City Council after conducting a public hearing on April 26, 2016, and affording full and fair citizen feedback for the Allen Parks and Recreation Youth Programs; and,

WHEREAS, the City Council after conducting a public hearing for the Allen Parks and Recreation Youth Programs was held on April 26 2016.

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

SECTION 1. The City Council of the City of Allen adopts the Allen Parks and Recreation Youth Program Standards of Care for providing basic child care regulations for day camp activities operated by the City of Allen Parks and Recreation Department, which include staffing ratios, minimum qualifications, minimum facility, health and safety standards, and mechanisms for monitoring and enforcing the adopted local standards.

SECTION 2. A copy of the Allen Parks and Recreation Youth Program Standards of Care, herein adopted, are attached hereto as Exhibit A and incorporated as if set forth in full.

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

SECTION 4. 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.

ITEM # 17.17/Attachment
DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 26TH DAY OF APRIL 2016.

APPROVED:

Stephen Terrell, Mayor

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, City Attorney
(PGS:4-21-16:TM 76568)

Shelley B. George, TRMC, City Secretary

EXHIBIT A

CITY OF ALLEN CAMP PROGRAMS STANDARDS OF CARE

The Standards of Care are intended to be minimum standards by which the City of Allen Parks & Recreation Department will operate the City's Camp Programs. The following Standards of Care are required by the Texas Human Resources Code, Section 42.041 (b) (14), as approved by the Texas Legislature during the 74th legislative session.

An elementary-age (ages 5-13) recreation program operated by municipality provided the governing body of the municipality annually adopts standards of care by ordinance after a public hearing for such programs, that such standards are provided to the parents of each program participant, and that the ordinances shall include, at a minimum, staffing ratios, minimum staff qualifications, minimum facility, health and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and further provided that parents be informed that the program is not licensed by the state and the program may not be advertised as a child-care facility.

The following basic childcare regulations are the minimum Standards of Care by which the City of Allen Parks and Recreation Department will operate Camp Programs. Standards of Care are adopted annually as an ordinance by the Allen City Council. The programs operated by the City are recreational in nature and are not child or day care programs. City is exempt from the requirements of the Texas Human Resources Code and is not licensed by the State to offer daycare programs.

GENERAL ADMINISTRATION

1. Organization

- A. The governing body of the Camp Program is the City Council of the City of Allen, Texas.
- B. Implementation of the Camp Programs Standards of Care is the responsibility of the Parks and Recreation Department Director or his or her designee and Department employees.
- C. These Standards of Care will apply to all Camp Programs, including, without limitation, the Summer Camp Program, Spring Break Program and Holiday Camp Program.
- D. Each Program Site will have available for public and staff review a current copy of the Standards of Care.
- E. Parents of participants will be provided a current copy of the Standards of Care during the registration process for a Program. Further, a copy of the Standards of Care shall be placed online on the City's website.
- F. Criminal background checks will be conducted on prospective Program employees. If results of a criminal background check indicate that a prospective Program employee has been arrested, charged with, or convicted of any of the following offenses, the prospective Program employee will not be considered for employment:
 - (1) a felony or a misdemeanor classified as an offense against a person or family member;
 - (2) a felony or misdemeanor classified as public indecency;
 - (3) any offense for which a person is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure;

- (4) a felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance and
- (5) any offense involving moral turpitude.

2. Definitions

For purposes of these Standards of Care, the following words shall have the respective meanings ascribed to them:

- A. *City* means the City of Allen, Texas.
- B. *City Council* means the City Council of the City.
- C. *Department* means the Parks and Recreation Department of the City.
- D. *Director* means the Parks and Recreation Department Director of the City or his or her designee.
- E. *Employee(s)* means people who have been hired to work for the City of Allen and have been assigned responsibility for managing, administering, or implementing some portion of a Program.
- F. *Parent(s)* means one or both parent(s) or adults who have legal custody and authority to enroll their child(ren) in a Program.
- G. *Participants* means a youth whose parent(s) have completed all required registration procedures and determined to be eligible for a Program.
- H. *Camp Programs* means the Summer Camp Program, Spring Break Camp Program and the Holiday Camp Program.
- I. *Center Supervisor or Recreation Program Supervisor* means a full-time Department employee who is a supervisor and has been assigned administrative responsibility for the Programs.
- J. *Program Employee* means a Department part-time or seasonal employee who has been assigned responsibility by the Center Supervisor or Recreation Program Supervisor to implement the City's camp programs.
- K. *Program Manual* means a notebook of policies, procedures, required forms, and organizational and programming information relevant to each Program.
- L. *Program Site* means area and facilities where a Program is held, consisting of the Joe Farmer Recreation Center, 1201 E. Bethany, Allen, Texas, 75002.

3. Inspections/Monitoring/Enforcement

- A. A written inspection report will be prepared by the Recreation Program Supervisor each month to confirm the Standards of Care are being adhered to.
 - (1) Each monthly inspection report will be sent by the Recreation Program Supervisor to the Center Supervisor for review and kept on record in accordance with the City's records retention policy

- (2) The Center Supervisor will review the report and establish deadlines and criteria for compliance with the Standards of Care where failure to comply is determined.
 - B. The Recreation Program Supervisor will make visual inspections of the Programs based on the following schedule:
 - (1) The Summer Camp Program will be inspected a minimum of two times during the Summer Camps' Program schedule.
 - (2) The Spring Break Camp Program will be inspected at least once during the Spring Break Camp Program schedule.
 - (3) The Holiday Camp Program will be inspected at least once during the Holiday Camp Program schedule.
 - (4) Each other Program will be inspected at least once each week during the schedule for the Program.
 - C. Complaints regarding enforcement of the Standards of Care should be directed to the Recreation Program Supervisor. The Recreation Program Supervisor will be responsible to take the necessary steps to address any complaints and to resolve the problem(s), if any. Complaints regarding enforcement of the Standards of Care and their resolution will be recorded in writing by the Recreation Program Supervisor. All complaints regarding enforcement of the Standards of Care where a deficiency is determined will be forwarded to the Center Supervisor, in a timely manner, with the complaint and the resolution noted.
4. Enrollment
- Before a child can be enrolled in a Program, the parents must sign registration forms that contain the following information about the child:
- A. name, address, home telephone number;
 - B. name and address of parent(s) and telephone number(s) during Program hours;
 - C. the names and telephone numbers of people to whom the child can be released;
 - D. proof of residency within the City when appropriate; and
 - E. a fully executed liability waiver and release.

5. Suspected Abuse

Program Employees will report suspected child abuse or neglect in accordance with the Texas Family Code. In the case where an employee is involved in an incident with a child that could be construed as child abuse, the incident must be reported immediately to the Center Supervisor. The Center Supervisor will then immediately notify the Recreation Manager, the City Police Department, and any other agency as may be appropriate.

Texas state law requires the employees of the Programs to report any suspected abuse or neglect of a child to the Texas Department of Protective and Regulatory Services or a law enforcement agency. Failure to report suspected abuse is punishable by fines up to \$1,000 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.

STAFFING - RESPONSIBILITIES AND TRAINING

1. Center Supervisor Qualifications

- A. The Center Supervisor will be a full-time, professional employee of the Department.
- B. Work experience requires broad knowledge in a general profession or technical field. Knowledge is normally acquired through four years of college resulting in a Bachelor's Degree in Parks and Recreation or related field preferred or equivalent experience in Parks and Recreation or related field in lieu of education. Related Fields/Experience including but not limited to: Parks, Recreation and Tourism Therapeutic Recreation; Gerontology/ Nutrition; Kinesiology, Sports Management or Physical Education; Ice Rink Operations or Management; Golf Operations or Programming.
- C. The Center Supervisor must have over two years up to and including three years of relevant experience.
- D. The Center Supervisor must successfully complete pre-employment screenings, which consist of a drug test, criminal background check and driving record check.
- E. The Center Supervisor must have successfully completed a course in first aid and cardio pulmonary resuscitation (CPR) and possess a Texas Class C Driver's License within 4 months of hire.

Center Supervisor Responsibilities

The information listed below is intended to describe the general nature and level of work being performed by individuals assigned to this position. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of this position.

- A. Oversees operation of Recreation Center, its staff and its related programs by developing and maintaining budget for facility programs and personnel. Reconciles financial transactions and records, makes daily deposits, processes and approves refunds, monitors payroll activities, maintains inventory, procures maintenance services for facility and equipment, ensuring quality of programs and enforcing and developing policies and procedures.
- B. Provides computer related support by troubleshooting computer problems, training staff on new and existing computer systems, diagnosing Class Software and online registration issues and providing computer assistance to department staff. Operates in all applicable system modules pertinent to job assignment, trains staff on use of computer systems and compiles data from computer systems.
- C. Ensures customer service by addressing and resolving complaints from the public, makes discretionary decisions regarding customer related issues, educates and trains staff on customer service practices, and holds staff accountable for expected customer service delivery goals.
- D. Supervises personnel by conducting the hiring process including selecting candidates and interviewing for open positions, training staff, promoting and maintaining positive work environment for optimum staff morale, evaluating staff performance and conducting performance reviews, administering staff meetings, scheduling staff, holding staff accountable for expectations, handling staff concerns and suggestions and administering disciplinary actions as needed.
- E. Ensures safe and proper maintenance of facilities by coordinating preventative maintenance, repairs and capital improvements with appropriate personnel and/or vendors and ensures

cleanliness of facility and premises.

F. May work varied shifts including opening, closing and weekend hours as assigned.

2. Recreation Program Supervisor Qualifications

- A. The Recreation Program Supervisor will be a full-time, professional employee of the Department.
- B. Work experience requires broad knowledge in a general profession or technical field. Knowledge is normally acquired through four years of college resulting in a Bachelor's Degree in Parks and Recreation or related field preferred or equivalent experience in Parks and Recreation or related field in lieu of education. Related Fields/Experience including but not limited to: Parks, Recreation and Tourism; Therapeutic Recreation; Gerontology/ Nutrition; Kinesiology, Sports Management or Physical Education; Ice Rink Operations or Management Golf Operations or Programming.
- C. The Recreation Program Supervisor must have over two years up to and including three years of relevant experience.
- D. The Recreation Program Supervisor must successfully complete pre-employment screenings, which consist of a drug test, criminal background check and driving record check.
- E. The Recreation Program Supervisor must have successfully completed a course in first aid and cardio pulmonary resuscitation (CPR) within four months of hire and possess a Texas Class C Driver's License within 4 months of hire.

Recreation Program Supervisor Responsibilities

The information listed below is intended to describe the general nature and level of work being performed by individuals assigned to this position. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of this position.

- A. Supervises personnel and contract instructors by interviewing applicants for open positions, coordinating training, observing and monitoring work tasks, developing program staff, evaluating work performance, writing performance evaluations, assisting employees to correct deficiencies, scheduling the necessary employees for facility operations and submitting time sheets for payroll. Position has direct oversight of Recreation Specialist II's at the center.
- B. Develops and implements various programs by assessing the needs of citizens, identifying the types of programs to offer, recruiting and hiring qualified instructors for new programs, negotiating class and instructor fees, preparing goals and cost analysis for 110% plus cost recovery, scheduling program dates, reserving facilities for programs, purchasing and maintaining equipment and materials needed, and advertising programs to the general public. This position will act in a liaison role to civic organizations and community partners on events; will research and lead the coordination of partnership of national/state affiliated programs as well as corporate partnerships that benefit the division.
- C. Assists with facility operations by addressing and resolving complaints and concerns from the public, responding to emergencies when required, preparing facilities for programs, rentals and special events and ensuring the cleanliness of facilities.
- D. Monitors the allocation of resources by ensuring that the supplies necessary for the operation

of the facility are maintained, ordering new supplies and equipment, evaluating and recommending the budgetary needs for operations and creating vendor lists. Position is responsible for vendor and instructor payment processing and budget oversight of relevant to such.

3. Camp Counselor Qualifications

- A. The Camp Counselor will be a temporary seasonal Program Employees of the Department.
- B. The Camp Counselor must have a High School Diploma or G.E.D.
- C. Must have a desire to work with children and be able to work all eleven weeks of summer camp. Prior day camp experience or experience programming camp activities preferred. Experience working with youth preferred.
- D. The Camp Counselor must successfully complete pre-employment screenings, which consist of a drug test, criminal background check and driving record check.
- E. Required to have a CPR Certification and First Aid Certification before June 1st (training provided), Valid Texas Class C Driver's License

4. Counselor Responsibilities

- A. Camp Counselors will be responsible for the supervision and activities of approximately 10-12 children ages 6-12 in an outdoor and indoor nature environment.
- B. Counselor will plan and carry out such activities as hiking, arts and crafts, sports, drama, swimming, and field trips.

5. Training/Orientation

- A. The Department is responsible for providing training and orientation to Program Employees working with children and for specific job responsibilities. The Recreation Program Supervisor will provide each Program Employee with a Program manual specific to the applicable Program.
- B. Program Employees must be familiar with the Standards of Care for Program operation as adopted by the City Council.
- C. Program Employees must be familiar with the Program's policies, including discipline, guidance, and release of Program participants as outlined in the Program Manual.
- D. Program Employees will be trained in appropriate procedures to handle emergencies.
- E. Program Employees will be trained in areas including City, Department, and Program policies and procedures, provision of recreation activities, safety issues, and organization goals.
- F. Program Employees will be required to sign an acknowledgement that they received the required training.

OPERATIONS

1. Staff-Participant Ratio

- A. The standard ratio of Program participants to Program Employees will be no greater than 15 to 1. In the event an employee assigned to a Program is unable to report to the Program Site, a replacement will be assigned.
- B. Program Employees are responsible for being aware of the participant's habits, interests, and any special problems as identified by the participant's parent(s) during the registration process.

2. Discipline

- A. Program Employees will implement discipline and guidance in a consistent manner based on the best interests of Program participants.
- B. There must be no cruel, harsh or corporal punishment or treatment used as a method of discipline.
- C. Program Employees may use brief, supervised separation from the group if necessary.
- D. As necessary, Program Employees will initiate discipline reports to the parent(s) of participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.
- E. A sufficient number and/or severe nature of discipline reports as detailed in the Program Manual may result in a participant being suspended or removed from the Program or all Programs.
- F. In instances where there is a danger to participants or employees, offending participants will be removed from the Program Site as soon as possible.

3. Programming

- A. Program Employees will attempt to provide activities for each Program according to the participants' ages, interests, and abilities. The activities must be appropriate to participants' health, safety, and wellbeing. The activities also must be flexible and promote the participants' emotional, social, and mental growth.
- B. Program Employees will attempt to provide indoor and outdoor time periods that include:
 - (1) alternating active and passive activities;
 - (2) opportunity for individual and group activities, and
 - (3) outdoor time each day weather permits.

4. Communication

- A. The Program Site will have a cell phone and land line to allow the Program Employees to be contacted by Department employees and vice versa.
- B. The Recreation Program Supervisor will post the following telephone numbers adjacent to a telephone accessible to all Program employees:
 - (1) City ambulance or emergency medical services;
 - (2) City Police Department
 - (3) City Fire Department

- (4) The Joe Farmer Recreation Center front desk;
- (5) Parks and Recreation Administrative office and;
- (6) Numbers at which parents may be reached.

5. Transportation

- A. Program Employees will be attentive and considerate of the Participant's safety on field trips and during any transportation provided by the Program.
- B. Transportation for field trips is provided by school buses through the Allen Independent School District. In the event said school district buses are unavailable, department will ensure suitable transportation is provided.
- C. During field trips, Program Employees will have emergency contact information for each Participant.
- D. Program Employees will have a roster of Participants in their group and must account for all participants frequently, specifically before departure to and from destination.
- E. Before a participant may be transported to and from City-sponsored activities, participants must be registered for the field trip.
- F. First aid supplies and a first aid and emergency care guide will be available in all Program vehicles that transport children.
- G. Designated Program Employees will carry a cell phone at all times during the duration of the field trip.
- H. Participants will be oriented to expected behavior and safety rules.

FACILITY STANDARDS

1. Safety

- A. Program Employees will inspect Program Sites daily to detect sanitation and safety concerns that might affect the health and safety of the participants.
- B. Buildings, grounds, and equipment on the Program Site will be inspected, cleaned, repaired, and maintained to protect the health of the participants.
- C. Program equipment and supplies must be safe for the participants' use.
- D. Program Employees must have first aid supplies readily available at the Program Site, during transportation to an off-site activity, and for the duration of any off-site activity.

2. Fire

- A. Emergency evacuation plan will be posted at the Program Site. In a situation where evacuation is necessary, the first priority of Program Employees is to make sure all participants are in a safe location.
- B. The Program Site will have an annual fire inspection by the local Fire Marshal, and the resulting report will detail any safety concerns observed. The report will be forwarded to the Center Supervisor who will review and establish deadlines and criteria for compliance if any

deficiencies or concerns are determined to exist.

- C. The Program Site must have at least one fire extinguisher readily available to all Program employees. All Program Employees will be trained in the proper use of fire extinguishers.
- D. Fire drills will be initiated at Program Sites based on the following schedule:
 - (1) Summer Camp Program: A fire drill twice during the session.
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- A. Illness or Injury.
 - (1) A participant who is considered to be a health or safety concern to other participants or Program Employees will not be admitted to a Program.
 - (2) Illnesses and injuries will be handled in a manner to protect the health of all participants and employees.
 - (3) Program Employees will follow plans to provide emergency care for injured participants with symptoms of an acute illness as specified in the Program Manual.
 - (4) Program Employees will follow the guidelines of the Texas Department of Health concerning the admission or readmission of any participant after a communicable disease.
- B. Program Employees will administer medication (limited only to an epinephrine pen (auto-injector) and an (asthma inhaler) to participants only if:
 - (1) Parent(s) complete and sign a medication form provided by the City (to include, among other things, an indemnity and hold harmless provision, and a waiver and release provision) that provides authorization for Program employees to dispense the medication, with details as to time and dosages.
 - (2) The medication is in its original container labeled with the participant's name, a date, directions, and the physician's name. Program employees will administer the medication only as stated on the label. Program employees will not administer medication after the medication's expiration date. Program employees will not administer any other medication.
- C. Toilet Facilities
 - (1) The Program Site will have indoor toilets located and equipped so participants can use them independently and Program Employees can supervise as needed.
 - (2) An appropriate and adequate number of lavatories will be provided.
- D. Sanitation
 - (1) The Program site will have adequate light, ventilation, and heat.
 - (2) The Program site will have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the participants in a safe and sanitary manner.
 - (3) Program Employees will ensure that garbage is removed from buildings daily.

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 26, 2016

SUBJECT: Conduct a Public Hearing and Adopt an Ordinance Changing the Zoning of 69.07± Acres of Land Generally Located Northeast of the Allen Premium Outlet Mall to Planned Development No. 78 for Corridor Commercial CC, by Amending the Existing Development Regulations, Concept Plan, Building Elevations, and Landscape Plan, and Adopting a Sign Plan, and Carts and Kiosks Site Plan for the Allen Premium Outlet Mall Expansion. [Allen Premium Outlet Mall]

STAFF RESOURCE: Ogden "Bo" Bass, AICP, Director of Community Development

PREVIOUS COUNCIL ACTION: Approved Planned Development No. 78 for Corridor Commercial "CC" - December, 1998
Approved Amendment to Planned Development No. 78 for Corridor Commercial "CC" - September, 1999
Approved Amendment to Planned Development No. 78 for Corridor Commercial "CC" - November, 2011

BOARD/COMMISSION ACTION: On April 19, 2016, the Planning and Zoning Commission voted four (Commissioners Cocking, Platt Jr., Mangrum and Ogrizovich) in favor and zero opposed to recommend approval of the request to change the zoning of 69.07± acres of land (being the platted Lot 1-R, Block 1, Allen Premium Outlets and an unplatted 22.681± acre tract of land generally located northeast of the Allen Premium Outlet Mall) to Planned Development No. 78 for Corridor Commercial CC, by amending the existing Development Regulations, Concept Plan, Building Elevations, and Landscape Plan, and adopting a Sign Plan, and Carts and Kiosks Site Plan for the Allen Premium Outlet Mall Expansion.

ACTION PROPOSED: Conduct a Public Hearing and Adopt an Ordinance Changing the Zoning of 69.07± Acres of Land Generally Located Northeast of the Allen Premium Outlet Mall to Planned

Development No. 78 for Corridor Commercial CC, by Amending the Existing Development Regulations, Concept Plan, Building Elevations, and Landscape Plan, and Adopting a Sign Plan, and Carts and Kiosks Site Plan for the Allen Premium Outlet Mall Expansion. [Allen Premium Outlet Mall]

BACKGROUND

The property is located northwest of Stacy Road and US Highway 75. The properties to the north are zoned Planned Development No. 102 for Corridor Commercial CC and Corridor Commercial CC. The properties to the west are zoned Planned Development No. 102 for Corridor Commercial CC and Planned Development No. 92 for Shopping Center "SC" (across Chelsea Blvd). The property to the south (across Stacy Road) is zoned Planned Development No. 45 for Corridor Commercial "CC". The Town of Fairview is located to the east (across US 75).

The subject property consists of the existing Allen Premium Outlet Mall development (46.389± acres) and an unplatted 22.681± acre parcel to the northeast of the existing development; totaling 69.07± acres. The purpose of the PD Amendment request is to amend the development regulations, Concept Plan, Landscape Plan and Building Elevations, and adopt a Sign Plan and Carts and Kiosks Site Plan for the redesign and expansion of the mall.

The Concept Plan shows the entire 69.07± acre site. The redesign of the existing development will consist of the exterior remodel of Buildings 1, 2, 3 and 4, the expansion of Building 5, the addition of Building 6, the reconfiguration of the internal drive aisles and parking, and the addition of a vehicular and pedestrian connection to the 22.681± acre parcel to the northeast. The expansion will occur on the 22.681± acre parcel to the northeast of the existing development and will consist of over 750 additional parking spaces, two (2) additional outparcel buildings and two outparcel pads for limited or full service hotels.

A Traffic Impact Analysis was submitted and reviewed with this request. There are a total of nine (9) access points into the development. The access points on the existing development did not change. There will be three (3) additional access points on the expansion piece; two (2) on US 75 and one (1) on Allen Commerce Parkway. Deceleration lanes will be constructed on the US 75 service road with the redesign and expansion of the mall.

The Building Elevations show both the existing buildings and new buildings. The exterior of the existing buildings will be renovated with new paint, awnings, stone columns and tower elements for architectural accent. The exterior of the new buildings will consist of brick, stone and stucco. The new buildings will also have similar tower elements for architectural accent.

The Conceptual Landscape Plan and Sign Plan show the proposed interior/perimeter landscaping and signage for the site. The Carts and Kiosks Site Plan shows proposed locations for additional outdoor retail and/or food kiosks and carts. The existing Planned Development ordinance currently allows retail and/or food kiosks and carts within the development. The applicant is requesting to increase the number of kiosks and carts as well as the number of permitted locations with this PD Amendment.

The Development Regulations establish the new plans for this PD Amendment, establish new regulations for the reconfiguration and expansion of the development and also carry over relevant regulations from the existing PD No. 78 ordinances.

The request has been reviewed by the Technical Review Committee.

On April 19, 2016, the Planning and Zoning Commission recommended approval of the request.

LEGAL NOTICES

Sign Installed - Installed April 5, 2016

Newspaper Notice - Published April 6, 2016

Property Owner Notices - Mailed April 8, 2016

STAFF RECOMMENDATION

Staff recommends that the City Council adopt an ordinance changing the zoning of 69.07± acres of land generally located northeast of the Allen Premium Outlet Mall to Planned Development No. 78 for Corridor Commercial CC, by amending the existing Development Regulations, Concept Plan, Building Elevations, and Landscape Plan, and adopting a Sign Plan, and Carts and Kiosks Site Plan for the Allen Premium Outlet Mall Expansion.

MOTION

I make a motion to adopt Ordinance No. _____ changing the zoning of 69.07± acres of land generally located northeast of the Allen Premium Outlet Mall to Planned Development No. 78 for Corridor Commercial CC, by amending the existing Development Regulations, Concept Plan, Building Elevations, and Landscape Plan, and adopting a Sign Plan, and Carts and Kiosks Site Plan for the Allen Premium Outlet Mall Expansion.

ATTACHMENT

Ordinance

Aerial Map of Existing Site

Property Notification Map

P&Z Minutes

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 REZONING 22.681± ACRES OF LAND LOCATED IN THE JOSPEH DIXON SURVEY, ABSTRACT NO. 276, CITY OF ALLEN, COLLIN COUNTY, TEXAS, PRESENTLY ZONED AS CORRIDOR COMMERCIAL (“CC”) TO PLANNED DEVELOPMENT NO. 78 (PD 78) FOR CORRIDOR COMMERCIAL (“CC”); AND BY AMENDING IN THEIR ENTIRETY THE USE AND DEVELOPMENT REGULATIONS OF SAID PD 78, INCLUDING ADOPTION OF AN AMENDED CONCEPT PLAN, BUILDING ELEVATIONS; AND LANDSCAPE PLAN, AND A NEW SIGN PLAN AND CARTS AND KIOSKS SITE 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, as previously amended, be further amended by (a) changing the zoning of 22.681± acres of land located in the Joseph Dixon Survey, Abstract No. 276, City of Allen, Collin County, Texas, being more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (“the Unplatted Tract”) which is presently zoned as Corridor Commercial “CC”, to Planned Development District No. 78 (PD 78) for Corridor Commercial (“CC”) and (b) by amending in their entirety as set forth in Section 2, below, the use and development regulations of said PD 78 as adopted pursuant to Ordinance No. 1666-12-98, and amended by Ordinance Nos. 1765-9-99 and 3050-11-11, the land being located within said PD 78 being the Unplatted Tract and Lot 1R, Block 1, Allen Premium Outlets Addition (the Unplatted Tract and said Lot 1R hereafter collectively referred to herein as “the Property”).

SECTION 2. The Property shall be developed and used in accordance with the provisions of the Allen Land Development Code, as amended, (“ALDC”) applicable to the use and development of property located in a Corridor Commercial (“CC”) zoning district except to the extent modified by the Development Regulations set forth below:

- A. CONCEPT PLAN:** The Property shall be developed in general conformance with the Concept Plan attached hereto as Exhibit “B” and incorporated herein by reference. Minor modifications to streets that do not alter the general alignment shown on the Concept Plan may be made at the time of Site Plan approval.

- B. LANDSCAPE PLAN:** The landscaping for the Property shall be in general conformance with the Landscape Plan attached hereto as Exhibit “C” and incorporated herein by reference. The landscaping for Lot 3 shall be installed substantially in accordance with the Landscape Plan prior to the issuance of a certificate of occupancy for any tenant space within the Building 5 addition (labeled as “Building 5” on the Concept Plan, which is that portion of building extending left of “BLDG 5,” also as labeled on the Concept Plan) or Building 6, as labeled on the Concept Plan. The landscaping for all other lots shall be installed substantially in accordance with the Landscape Plan prior to the issuance of a certificate of occupancy for any building on the respective lots.
- C. BUILDING ELEVATIONS:** The buildings constructed and/or reconstructed on the Property shall be developed in general conformance with the Building Elevations attached hereto as Exhibit “D” and incorporated herein by reference.
- D. SIGN PLAN:** The signage for the Property shall be in general conformance with the Sign Plan attached hereto as Exhibit “E” and incorporated herein by reference.
- E. USES:** The Property may be developed and used only in accordance with the following uses, notwithstanding in the differences between this Ordinance and the provisions of Sections 4.20.2 and 4.20.3 of the ALDC:

- (1) The Property may be used for the following purposes as a matter of right, but subject to any limitations described:

Accessory Building
 Amusement, Commercial (Indoor)
 Antique Shop, provided that no Outside Storage/Display is permitted
 Bakery or Confectionary (Retail)
 Banks and Financial Institution
 Bicycle Shop/Repair Service, provided that no Outside Storage is permitted
 Book, Card or Novelty Shops
 Department or Discount Stores
 Drug Store or Pharmacy
 Fabrics or Needlework Shop
 Firearms Sale & Service
 Fitness and Health Center
 Florist (No Outside Storage)
 Fraternal Organization, Lodge, Civic Clubs
 Furniture/Appliance Sales
 Garage Private Parking
 Garage, Public Parking if Ancillary to Service Adjacent Improvements
 Grocery
 Hardware Store
 Hotel (limited or full service), but only on Lot 1 and Lot 2, Block A as shown on the Concept Plan
 Key Shop, Locksmith
 Museum/Art Gallery
 Nursery, Retail plant
 Office Use
 Park or Playground (Public)
 Parking Lot/Structure (Commercial)
 Personal Service
 Printing or Newspaper Establishment
 Radio or TV Broadcast Studio
 Recreation Area

Restaurant (Drive-In or Through)
 Restaurant (No Drive-In or Through)
 Retail Store (Indoor)
 Swim or Tennis Club
 Theater (Indoor)
 Utility Business Office

- (2) The Property may be used for the following purposes only after approval of a Specific Use Permit:

Bus Stations or Terminals
 Church, Temple or Rectory
 Communication Switching Stations
 Gymnastics and Sports Training Center
 Lawn Equipment Sales
 Mass Transit Commuter Pick-Up Service
 Playfield or Stadium
 Private Club

- (3) The Property may be used temporarily following issuance of a Temporary Use Permit issued in accordance with Section 6.04 of the ALDC as amended:

Carnival or Circus
 Concrete or Asphalt Batch Plant
 Construction Building
 Fairgrounds or Rodeo
 Helistop

- (4) The following uses constitute permitted accessory uses which may occur on the Property in association with a primary Permitted Use:

Day Care for Children
 Day Care for Disabled and/or Elderly
 Swimming Pool (hotel related)

- F. BUILDING SETBACKS:** The buildings constructed and/or reconstructed on the Property shall be set back from the property boundaries as shown on the Concept Plan.
- G. BUILDING MATERIALS:** The building materials on the exterior buildings the Property shall be as shown on the Building Elevations.
- H. DRIVEWAYS, DRIVEWAY SPACING AND STACKING DEPTH:** Prior to the issuance of a certificate of occupancy for any tenant space within the Building 5 addition (labeled as "Building 5" on the Concept Plan, which is that portion of building extending left of "BLDG 5," also as labeled on the Concept Plan) or Building 6, the driveways along U.S. 75 shall be constructed or reconstructed, if necessary, to establish a minimum distance between driveways of 260 feet and a stacking depth for the driveways, as measured from the proposed right-of-way line to the drive aisle, of not less than 40 feet.
- I. ROADWAY IMPROVEMENTS:** The deceleration lanes and concrete sidewalks, as shown on the Concept Plan, shall be constructed with the development and completed before issuance of a certificate of occupancy for any tenant space within the Building 5 addition (labeled as "Building 5" on the Concept Plan, which is that portion of building extending left of "BLDG 5," also as labeled on the Concept Plan) or Building 6, as labeled on the Concept Plan.

- J. PARKING SETBACK:** The parking on the Property shall be constructed and/or reconfigured as necessary to be setback from the Property boundaries as shown on the Concept Plan.
- K. REQUIRED PARKING:** The parking spaces on Lot 3 (as shown on the Concept Plan) shall be constructed prior to the issuance of a certificate of occupancy for any tenant space within the Building 5 addition (labeled as “Building 5” on the Concept Plan, which is that portion of building extending left of “BLDG 5,” also as labeled on the Concept Plan) or Building 6, as labeled on the Concept Plan.
- L. LANDSCAPE BUFFER:** The landscape buffers along the perimeter of the Property shall be located and landscaped as shown on the Concept Plan and Landscape Plan, respectively.
- M. ROOFTOP EQUIPMENT:** All roof top mounted equipment shall be screened from view from ground level view of pedestrians within the parking areas of the Property.
- N. CARTS AND KIOSKS:**
- (1) A maximum of twelve (12) outdoor kiosks and/or carts, for the sale of retail goods and food, may be located on the Property in the locations shown on the attached Carts and Kiosks Site Plan attached hereto as Exhibit “F.”
 - (2) Carts and Kiosks locations may not obstruct fire lanes/emergency access.
- O. TEMPORARY USES AND SPECIAL EVENTS:**
- (1) Temporary Uses and Special Event Uses shall not be limited by number in a calendar year, but shall in every instance require the issuance of a temporary use permit in accordance with Section 6.04 of the ALDC, as amended.
 - (2) Temporary Uses and Special Event Uses locations may not obstruct fire lanes/emergency access.

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.

Item # 1017/Attachment
DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 26TH DAY OF APRIL 2016.

APPROVED:

Stephen Terrell, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
(kbl:4/14/16:76446)

Shelley B. George, TRMC, CITY SECRETARY

EXHIBIT "A"
LEGAL DESCRIPTION OF THE UNPLATTED TRACT

BEING a tract out of the JOSEPH DIXON SURVEY, ABSTRACT NO. 276, City of Allen, Collin County, Texas, and being a portion of a tract of land described in a deed to Allen Commerce Center, L.P., recorded in County Clerk's Instrument No. 20061127001670390, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "WIER & ASSOC INC" at the intersection of the South right-of-way of Allen Commerce Parkway, a variable width right-of-way, with the Northwest right-of-way of U.S. Highway No. 75, a variable width right-of-way;

THENCE along said Northwest right-of-way of U.S. Highway No. 75 and the East line of said Allen Commerce Center tract, the following courses and distances:

South 27 deg. 47 min 19 sec. West, a distance of 134.87 feet to a 5/8-inch iron rod found;

South 34 deg. 13 min 56 sec West, a distance of 1036.30 feet to a 5/8-inch iron rod found for corner;

South 37 deg. 00 min 17 sec West, a distance of 423.53 feet to a 1/2-inch iron rod with plastic cap stamped "WIER & ASSOC INC" found for corner, said point being the South corner of said Allen Commerce Center tract, and being the East corner of Lot 1R, Block 1, Allen Premium Outlets, an addition to the City of Allen, Collin County, Texas, according to the Plat thereof recorded in County Clerk's Instrument No. 20061213010005400, Official Public Records, Collin County, Texas;

THENCE North 53 deg. 27 min 28 sec West, departing said Northwest right-of-way of U.S. Highway No. 75, along said Southwest line of Allen Commerce Center tract and said Northeast line of Lot 1-R, a distance of 572.46 feet to a 1/2-inch iron rod with plastic cap stamped "WIER & ASSOC INC" found for corner, said point being the Southwest corner of said Allen Commerce Center tract and the Southeast corner of Lot 1, Block 1, TX DC2, an addition to the City of Allen, Collin County, Texas, according to the Plat thereof recorded in County Clerk's Instrument No. 20100929010001830, Official Public Records, Collin County, Texas;

THENCE departing said Northeast line of Lot 1-R, along the East line of said Lot 1, the following courses and distances:

North 36 deg 53 min 08 sec East, a distance of 488.76 feet to a point for corner from which a 1/2-inch iron rod with plastic cap stamped "PACHECO" found bears North 27 deg 44 min 31 sec West, a distance of 0.28 feet;

North 00 deg 00 min 00 sec West, a distance of 658.95 feet to a "V" cut in concrete found for corner on said South right-of-way of Allen Commerce Parkway, said point being the Northeast corner said Lot 1 and the Northwest corner of said Allen Commerce Center tract;

THENCE North 89 deg 40 min 47 sec East, along said South right-of-way of Allen Commerce Parkway and the North line of said Allen Commerce Center tract, a distance of 709.81 feet to a 1/2-inch iron rod with plastic cap stamped "WIER & ASSOC INC" found for corner, said point being the beginning of a curve to the right having a radius of 815.00 feet, a central angle of 25 deg 59 min 05 sec, a chord bearing of South 77 deg 19 min 41 sec East, and a chord length of 366.46 feet;

THENCE continuing along said South right-of-way of Allen Commerce Parkway and the North line of said Allen Commerce Center tract, and along said curve to the right, an arc distance of 369.62 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 987,965 square feet acres or 22.681 Acres of land, more or less.

Bearings shown here on are based upon an on-the-ground Survey performed in the field on the 25th day of September, 2013, utilizing a G.P.S. measurement (WGS 84) of North 89 deg 40 min 47 sec East, along the South right-of-way line of Allen Commerce Parkway as shown on plat recorded in Volume 2009, Page 395, Official Public Records, Collin County, Texas.

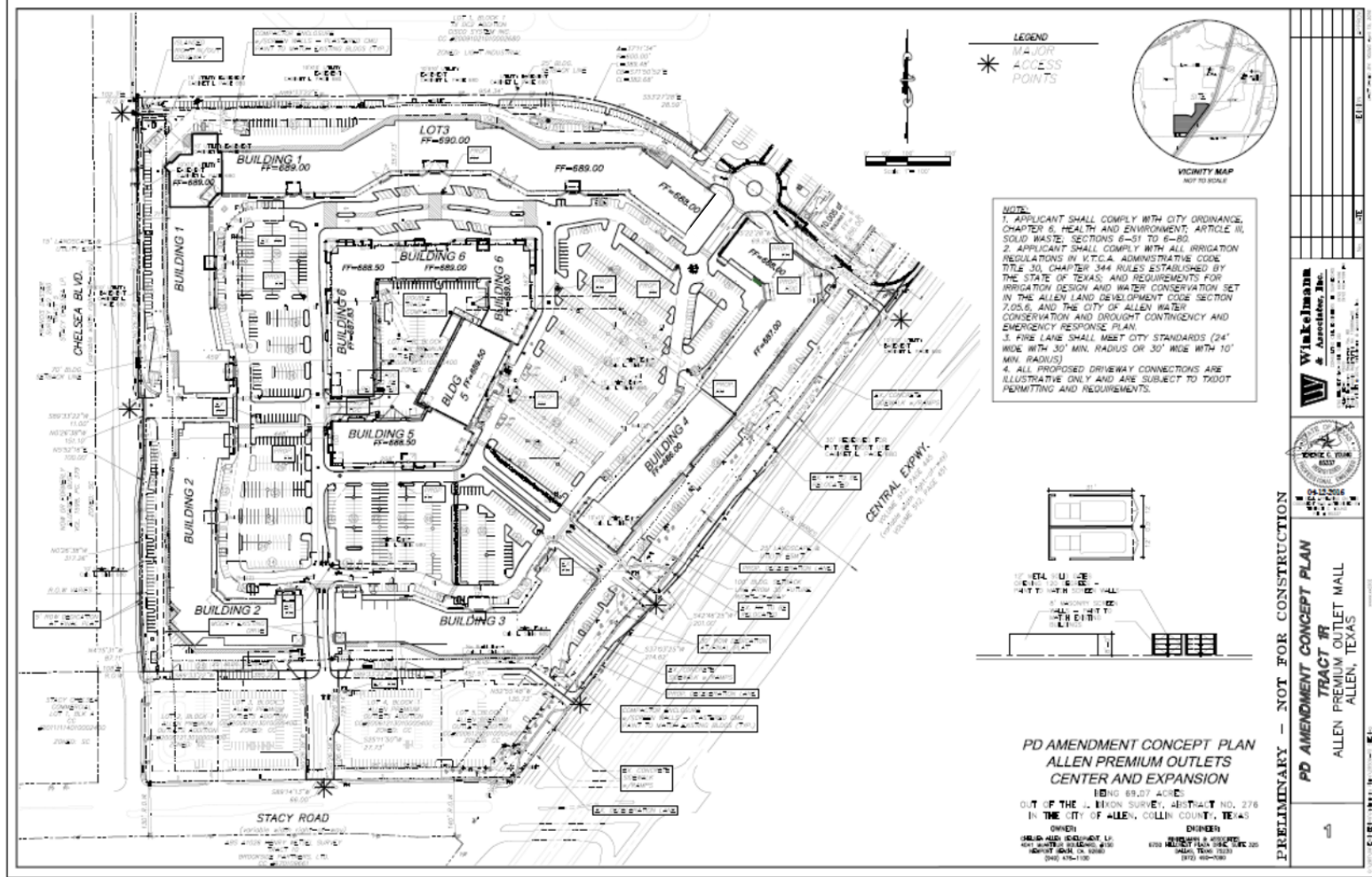
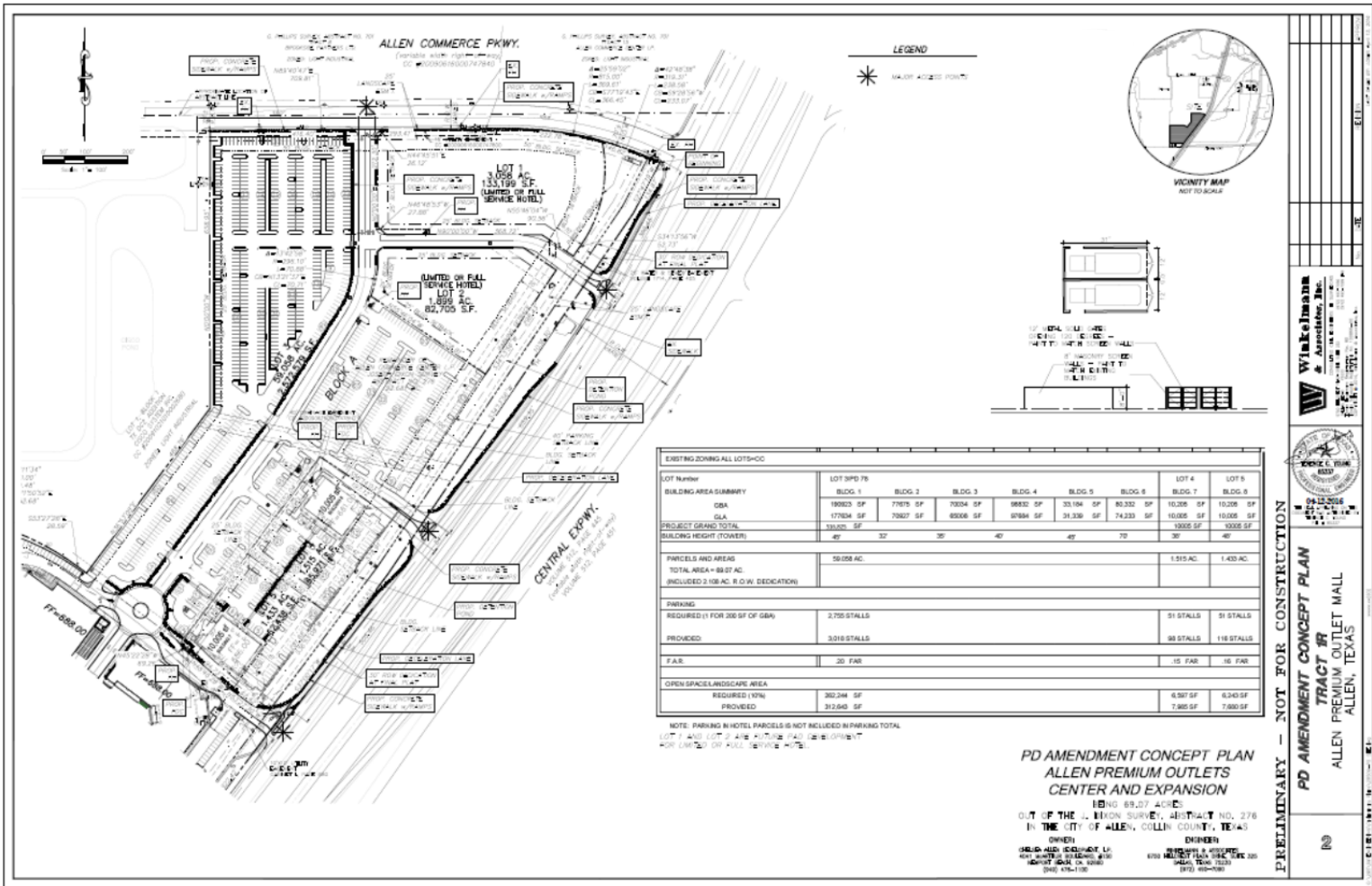
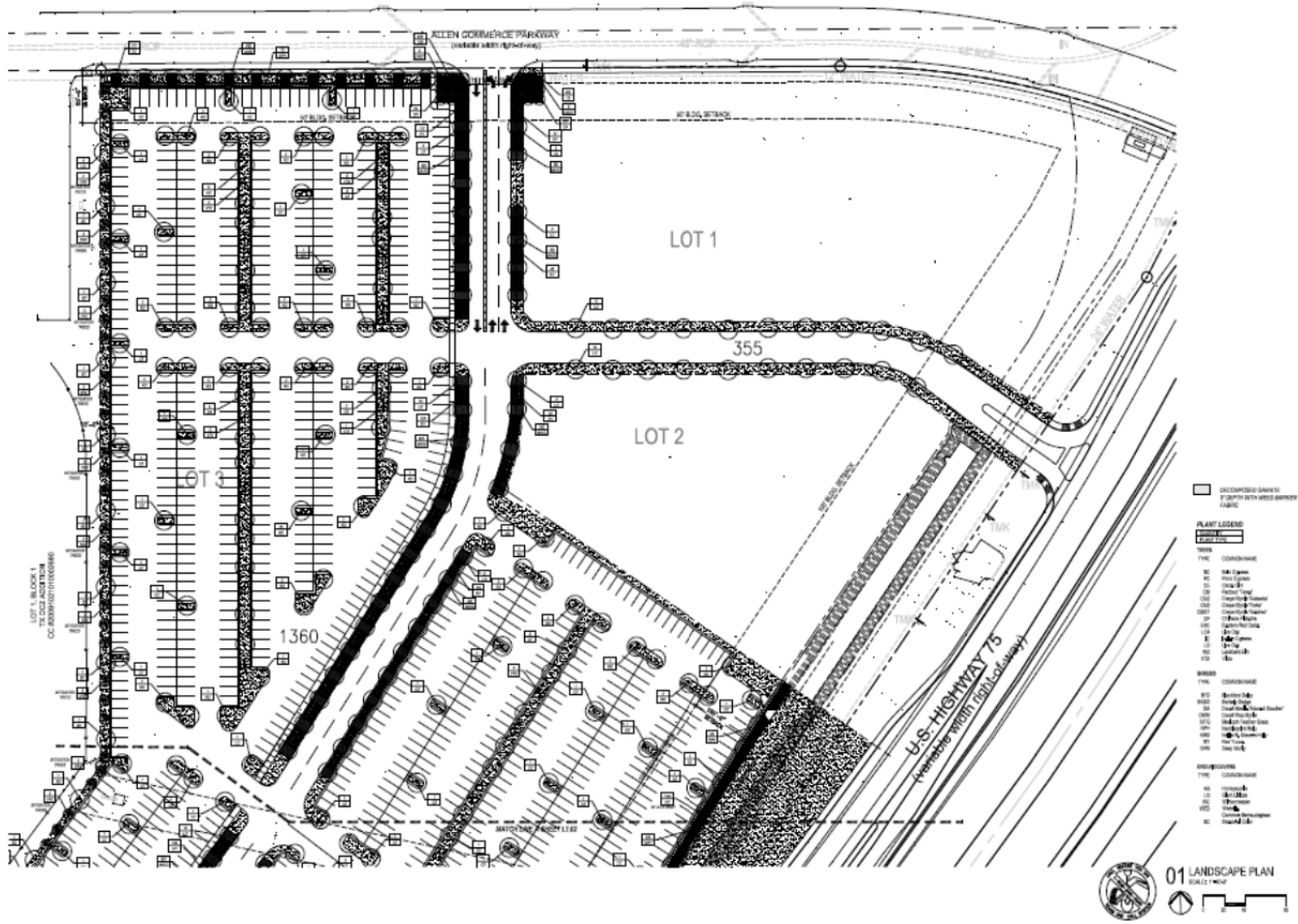


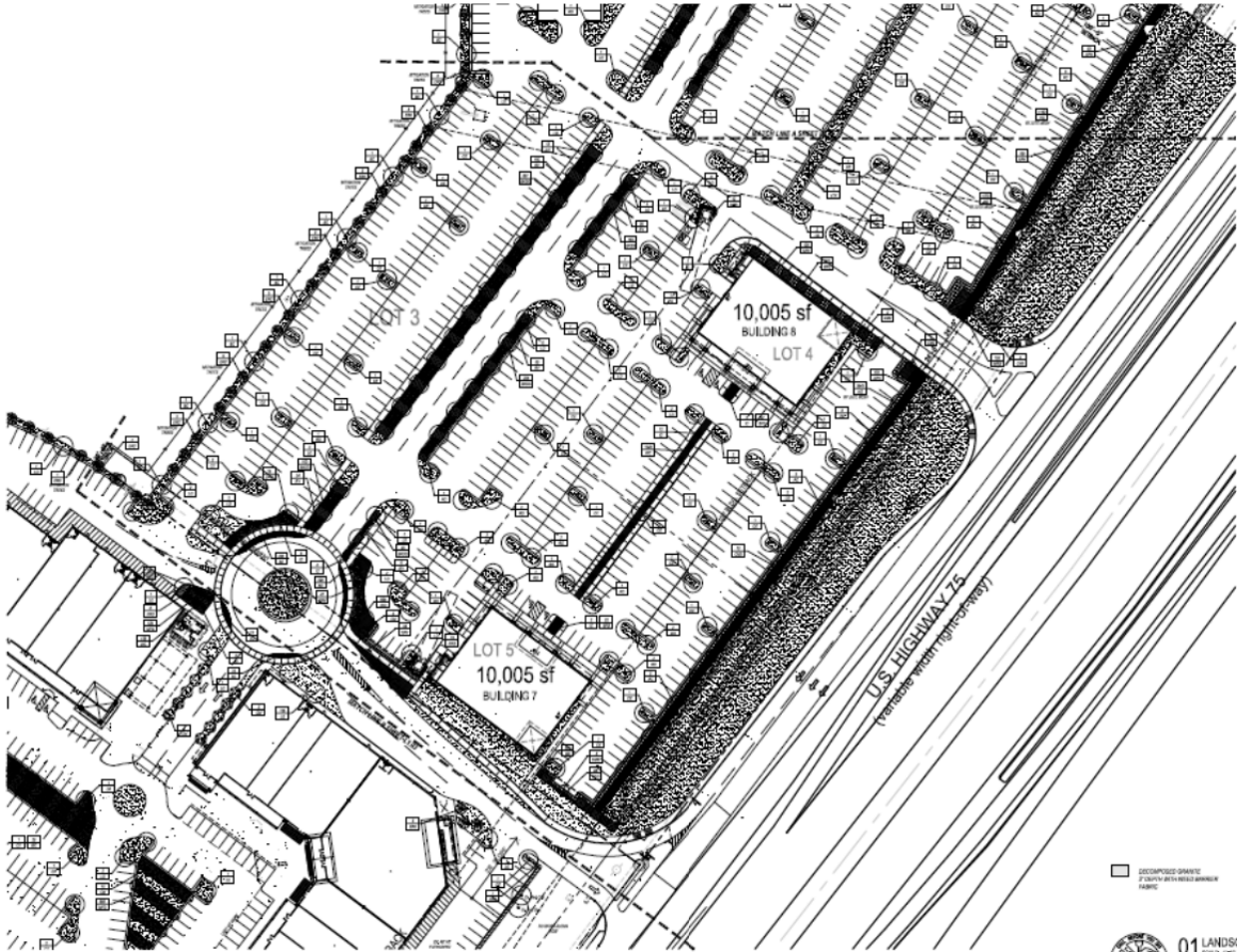
EXHIBIT "B"
CONCEPT PLAN

EXHIBIT ‘B’
CONCEPT PLAN (cont.)



Current Temp	80.0
Desired Temp	80.0
Current Time	04 DEC 2016
Display	L1.01





01 LANDSCAPE PLAN
L1.02

PLANT LEGEND

SYMBOL	DESCRIPTION
[Symbol]	Decomposed Granite
[Symbol]	Grass
[Symbol]	Shrub
[Symbol]	Tree
[Symbol]	Water
[Symbol]	Path
[Symbol]	Light
[Symbol]	Sign
[Symbol]	Structure
[Symbol]	Other

ARCHITECTS
ORANGE

SIMON
PREVIOUS OUTLET MALL

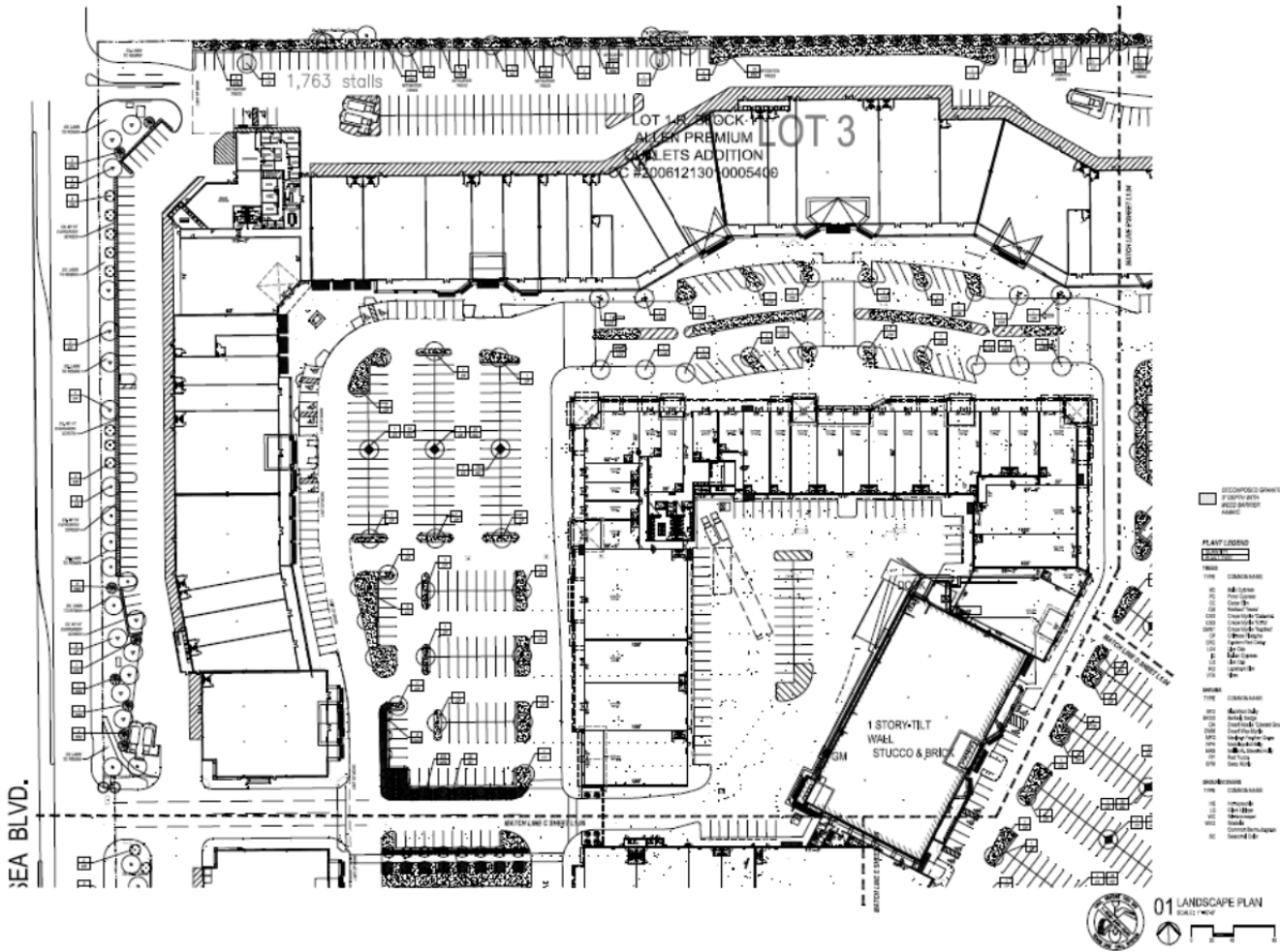
smr
Simon Architecture, Inc.
10000 Allen Road, Suite 100
Allen, Texas 75015

Allen Premium Outlet Mall
TRACT 1R
CITY OF ALLEN, TEXAS

CONCEPTUAL LANDSCAPE PLAN

Project No. 10000
Drawing No. L1.02
Date: 10/10/2019

EXHIBIT "C"
LANDSCAPE PLAN cont.



ALLEN Premium Outlet Mall
TRACT 1R
CITY OF ALLEN, TEXAS



Issue Title

Design Development

Proposed

Revised

Construction

DATE: 01 DEC 2016

DATE: 01 DEC 2016

DATE: 01 DEC 2016

CONCEPTUAL
LANDSCAPE PLAN

Sheet No. L1.03

EXHIBIT "C"
LANDSCAPE PLAN cont.

EXHIBIT "C"
LANDSCAPE PLAN cont.



Issue List	
<input checked="" type="checkbox"/>	Design Development
<input checked="" type="checkbox"/>	Progress
<input checked="" type="checkbox"/>	Review
<input checked="" type="checkbox"/>	Hand
<input checked="" type="checkbox"/>	Construction
<input type="checkbox"/>	
Project Start Date	
04 DEC 2019	
05 FEB 2019	
	20 MAR 2019
	07 APR 2019

**CONCEPTUAL
LANDSCAPE PLAN**

Current Byd 800
Current Dyc 800
Current Exec 04 DEC 2015
Showing L1.04

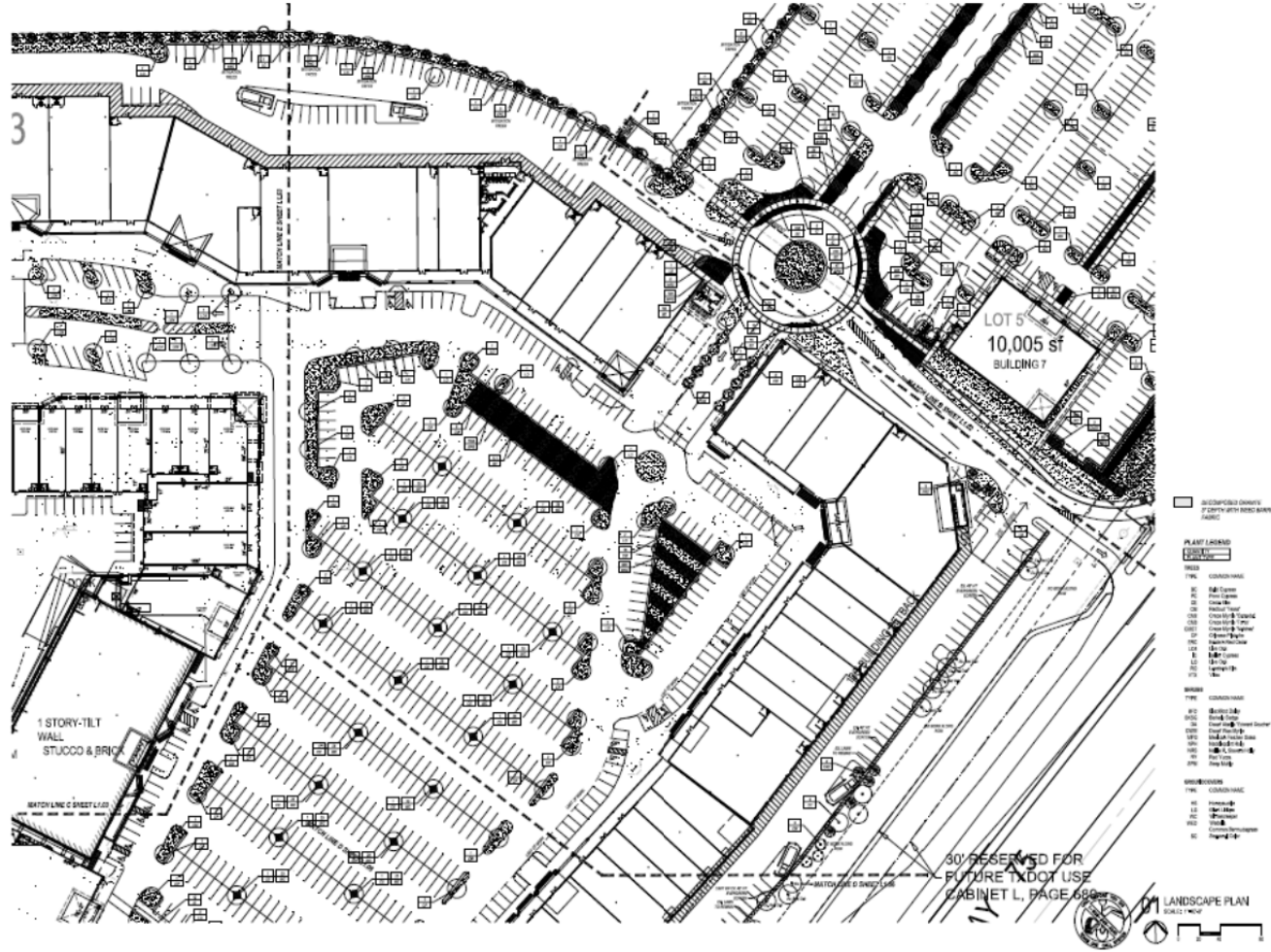


EXHIBIT "C" LANDSCAPE PLAN cont.



ALLEN Premium Outlet Mall
TRACT 1R
CITY OF ALLEN, TEXAS



Issue For
☐ Design Development
☐ Progress
☐ 90%
☐ Final
☐ Construction

REVISIONS
 NO. DATE
 1 01/28/2016
 2 02/12/2016
 3 02/26/2016
 4 03/02/2016

CONCEPTUAL
LANDSCAPE PLAN

DATE: 03/02/2016
 DRAWN BY: [blank]
 CHECKED BY: [blank]
 PROJECT NO.: [blank]
 PROJECT NAME: [blank]
 SCALE: L1.05

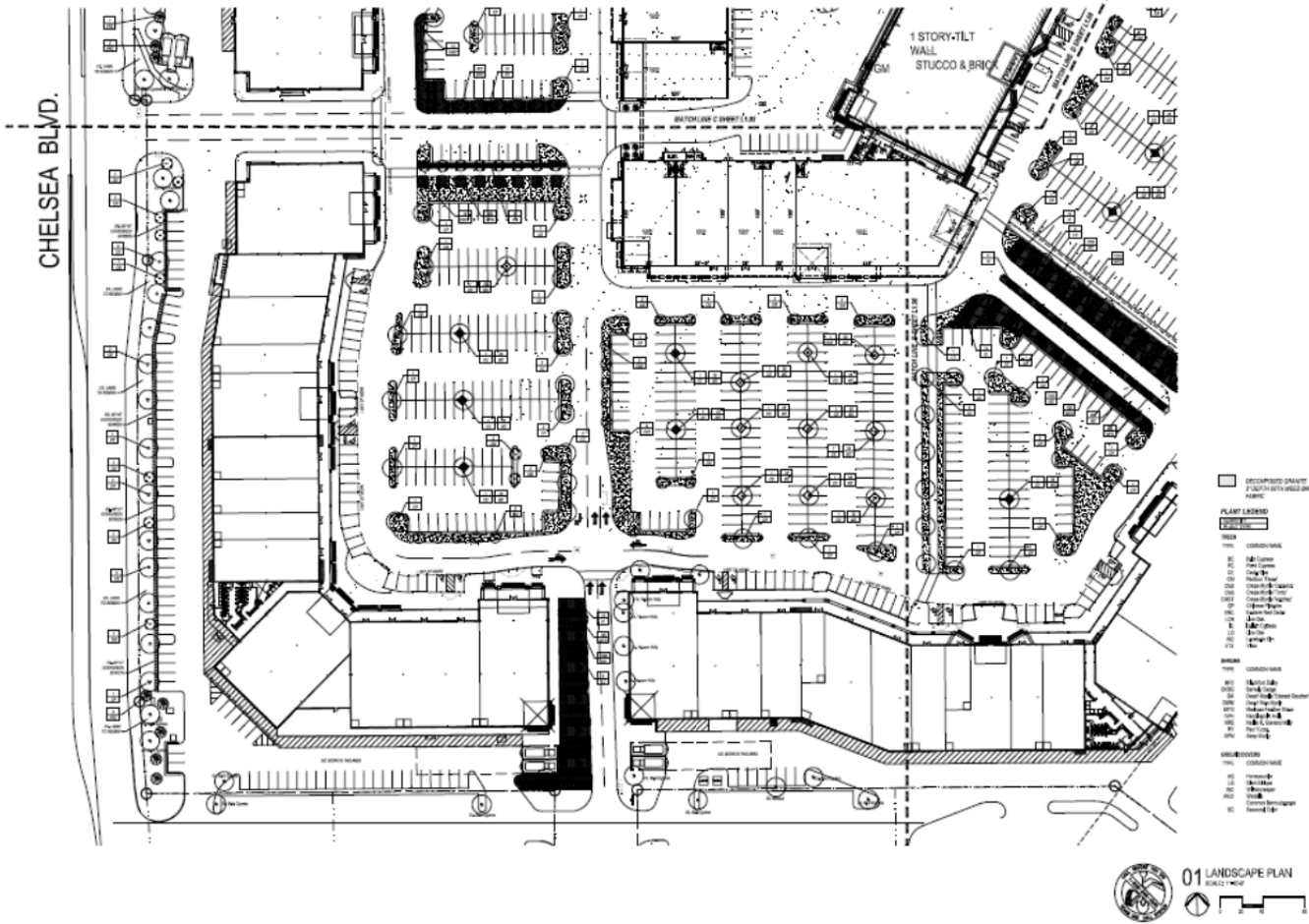


EXHIBIT "C"
LANDSCAPE PLAN cont.



ALLEN Premium Outlet Mall
TRACT 1R
CITY OF ALLEN, TEXAS



Issue For

- Design Development
- Progress
- Notes
- Family
- Construction

01 DEC 2016
05 FEB 2016
20 MAR 2016
07 APR 2016

CONCEPTUAL
LANDSCAPE PLAN

Drawn By: 604

Checked By:	BCA
Signed:	

94 DEC 2016

L1.06

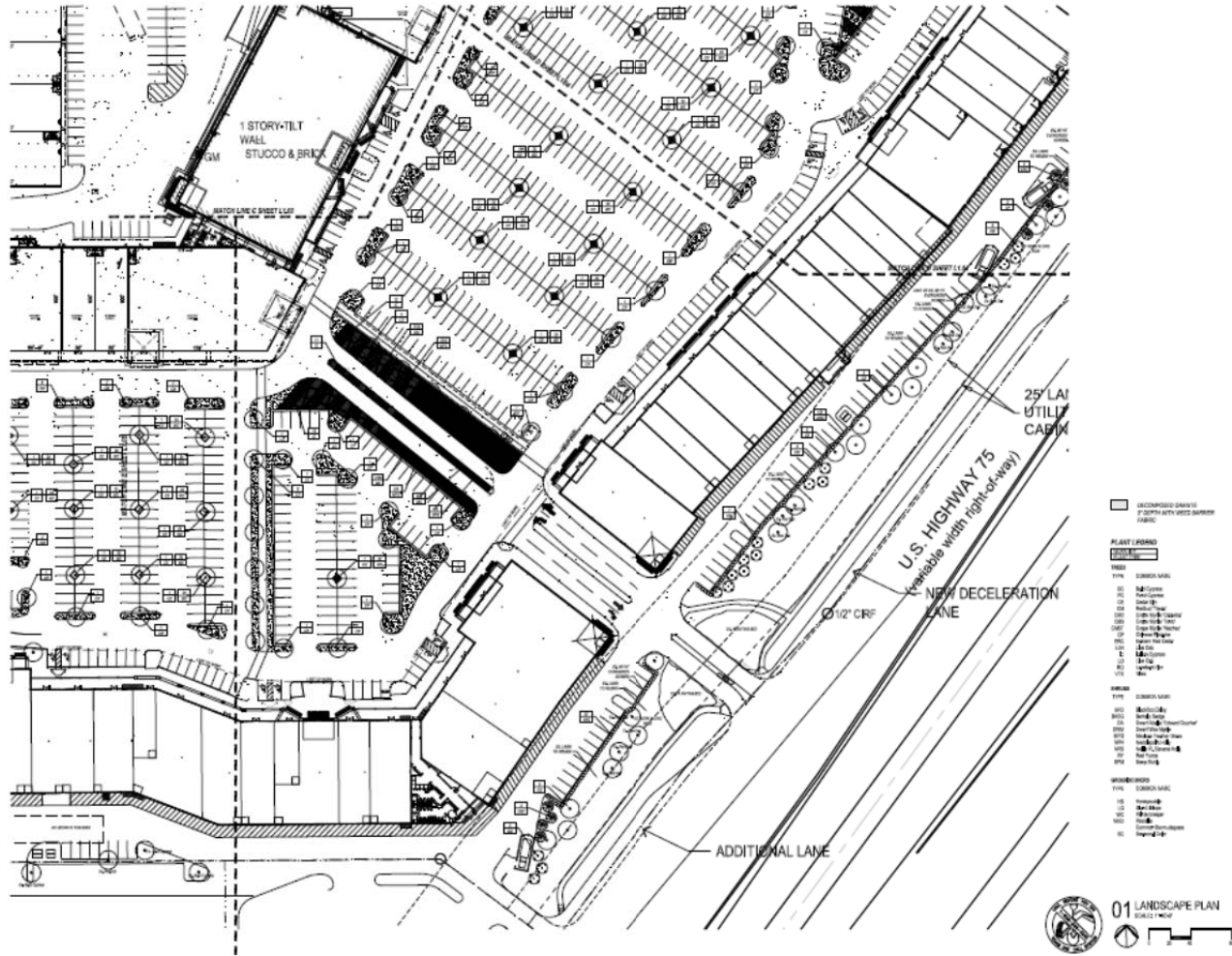


EXHIBIT "C"
LANDSCAPE PLAN cont.

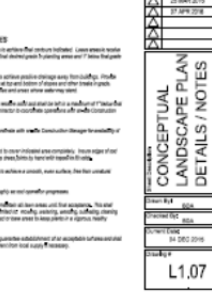
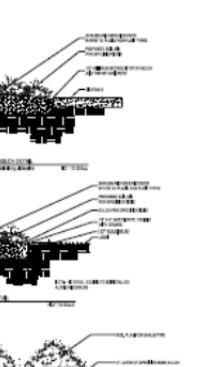
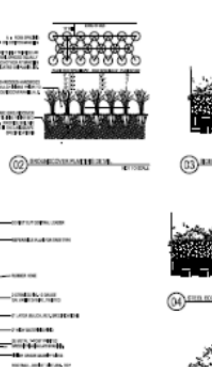
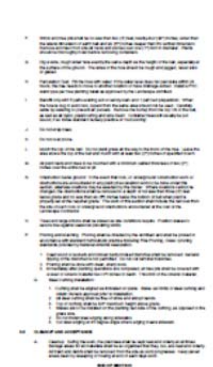
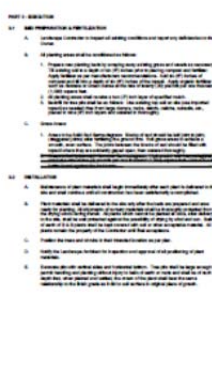
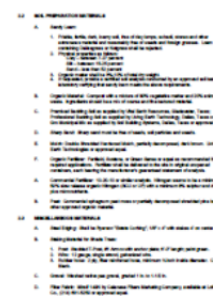
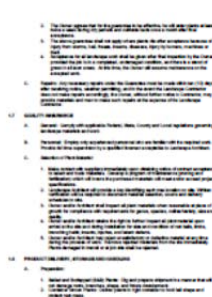
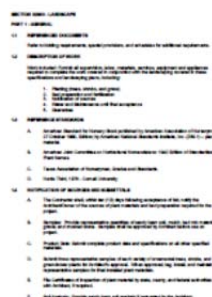
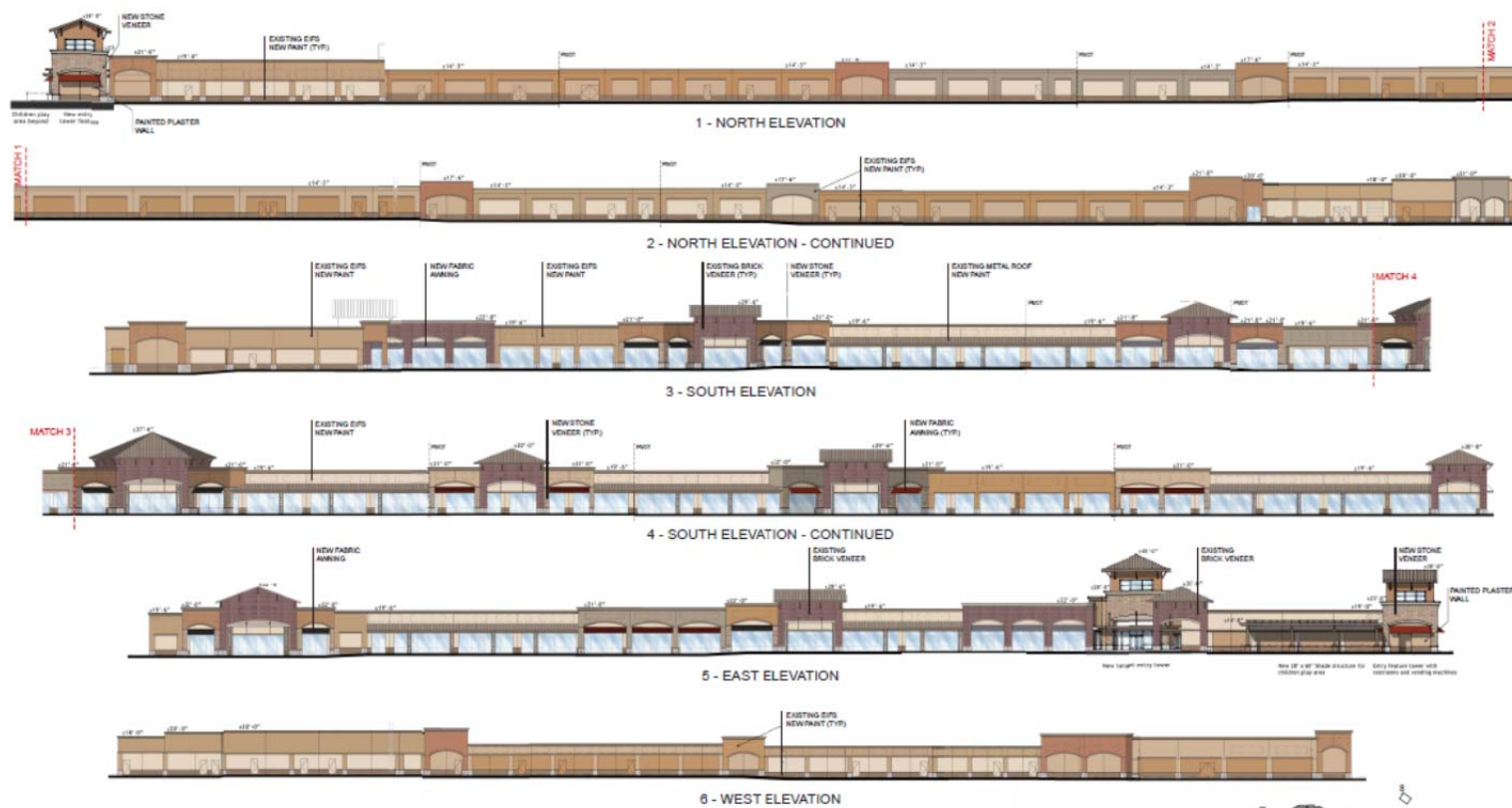


EXHIBIT "D"



NOTE:
ALL EXISTING BUILDINGS ELEVATIONS ARE SHOWN
DUE TO REPAINTING OF ALL BUILDINGS ELEVATIONS

ALLEN PO EXPANSION ALLEN, TX



EXISTING BUILDING 1 ELEVATIONS RENOVATION



2013-269

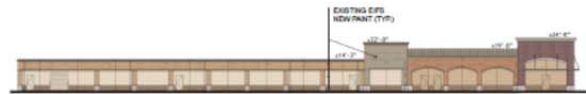


04-07-16

EL-1



1 - NORTH ELEVATION



2 - SOUTH ELEVATION



3 - EAST ELEVATION



4 - WEST ELEVATION

NOTE:
ALL EXISTING BUILDINGS ELEVATIONS ARE SHOWN
DUE TO REPAINTING OF ALL BUILDINGS ELEVATIONS

ALLEN PO EXPANSION ALLEN, TX



EXISTING BUILDING 2
ELEVATIONS RENOVATION



KEYPLAN



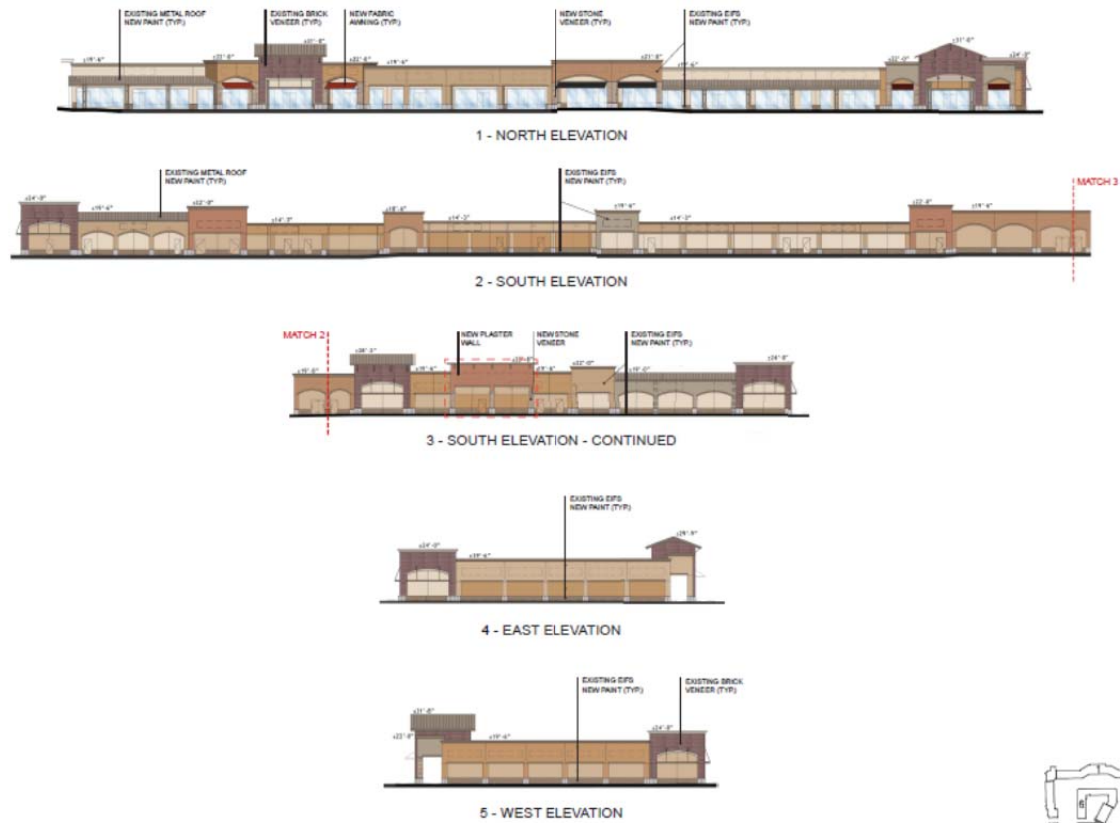
2013-2019

04-07-16



EL-2

EXHIBIT "D"
BUILDING ELEVATIONS cont.



NOTE:
 ALL EXISTING BUILDINGS ELEVATIONS ARE SHOWN
 DUE TO REPAINTING OF ALL BUILDINGS ELEVATIONS

ALLEN PO EXPANSION ALLEN, TX



EXISTING BUILDING 3
 ELEVATIONS RENOVATION

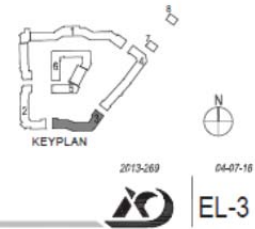
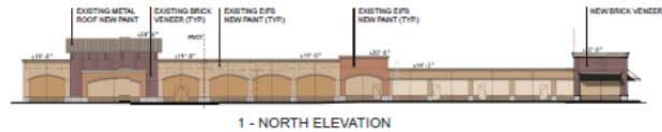


EXHIBIT "D"
BUILDING ELEVATIONS cont.



1 - NORTH ELEVATION



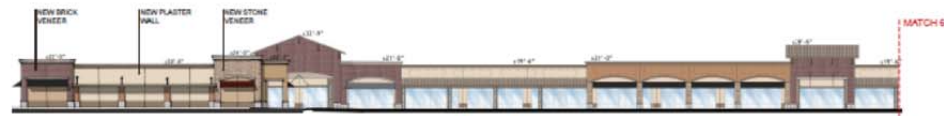
2 - SOUTH ELEVATION



3 - EAST ELEVATION



4 - EAST ELEVATION - CONTINUED



5 - WEST ELEVATION



6 - WEST ELEVATION - CONTINUED

NOTE:
ALL EXISTING BUILDINGS ELEVATIONS ARE SHOWN
DUE TO REPAINTING OF ALL BUILDINGS ELEVATIONS



KEYPLAN

2013-209

04-07-16

ALLEN PO EXPANSION ALLEN, TX



EXISTING BUILDING 4
ELEVATIONS RENOVATION



EL-4

EXHIBIT "D"
BUILDING ELEVATIONS cont.



2013-269

04-07-16



EL-5

ALLEN PO EXPANSION ALLEN, TX



BUILDING 5
ELEVATIONS

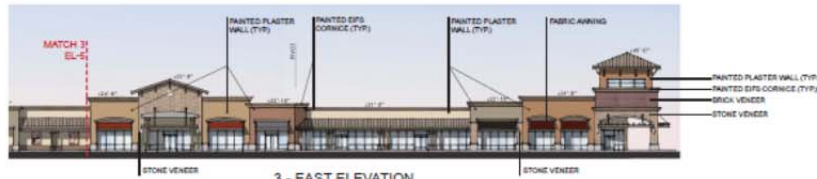
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BUILDING ELEVATIONS cont.



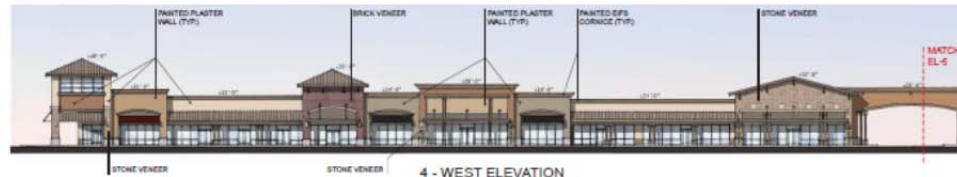
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2 - SOUTH ELEVATION



3 - EAST ELEVATION

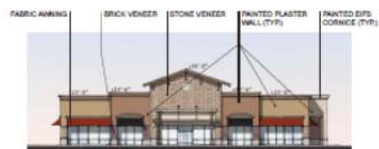


4 - WEST ELEVATION

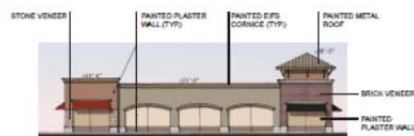


EXHIBIT "D"
BUILDING ELEVATIONS cont.

BUILDING 7



1 - NORTH ELEVATION



2 - SOUTH ELEVATION



3 - EAST ELEVATION



4 - WEST ELEVATION

BUILDING 8



5 - NORTH ELEVATION



6 - SOUTH ELEVATION



7 - EAST ELEVATION



8 - WEST ELEVATION



EXHIBIT "E" SIGN PLAN



LEGEND

Site Signage Placement:

- Qty: 01 ■ Project Identification Pylon Sign
- Qty: 01 ■ Project Identification Pylon Sign
- Qty: 02 ■ Primary Project Identification Monument Sign
- Qty: 05 ■ Secondary Project Identification Monument Sign
- Qty: 82 ■ Parking Area Identifier Signage
- Qty: 21 ■ Vehicular Directional Signage
- Qty: 25 ■ Banner on Street Light
- Qty: 04 ■ Potential Future Pad Tenants Pylon or Monument Sign
- QTY: 01 ■ Building 6 Tower

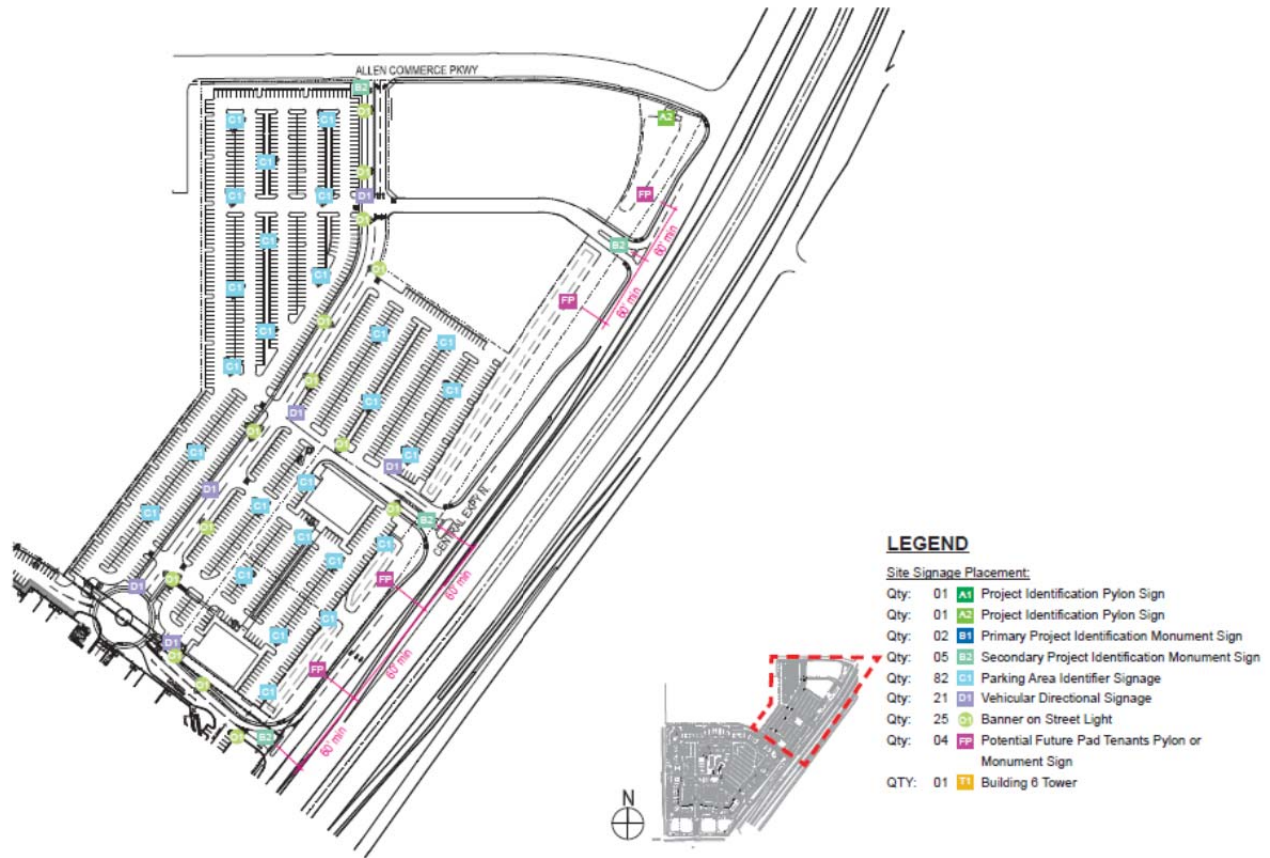
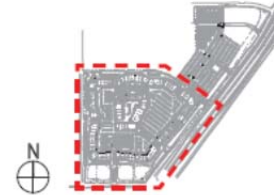
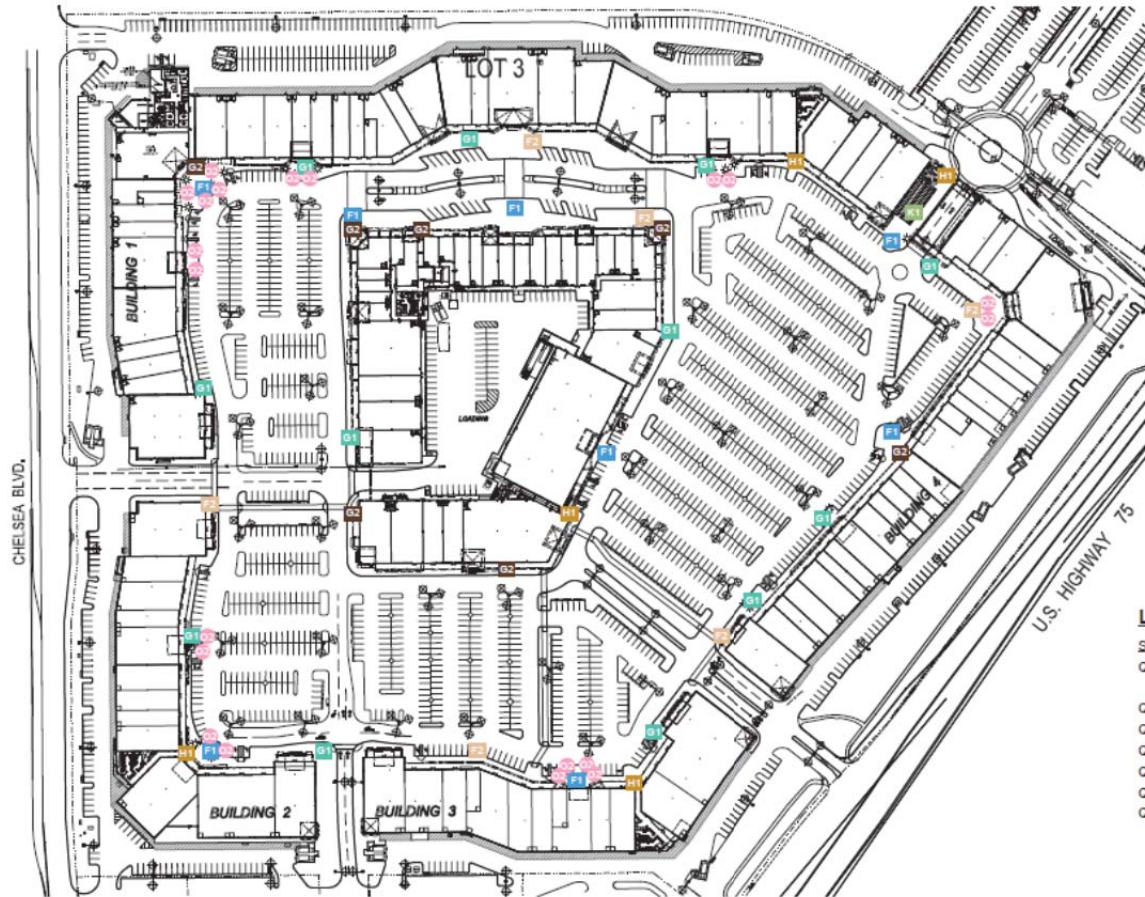


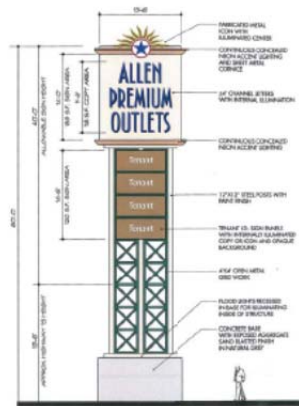
EXHIBIT "E"
SIGN PLAN cont.



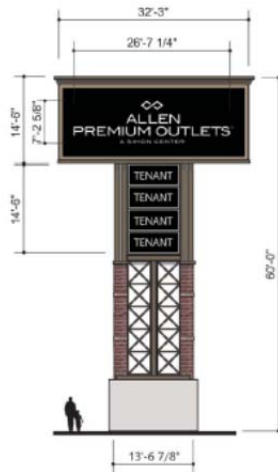
LEGEND

Site Signage Placement:

Qty:	08	F1	Pedestrian Directory
			maximum of 3 of these directories might be digital directories
Qty:	06	D2	Pedestrian Directional Stanchion
Qty:	12	D1	Pedestrian Directional - Light Pole Mounted
Qty:	07	D3	Pedestrian Directional - Ceiling Mounted
Qty:	05	R1	Restroom Identification Sign
Qty:	01	C1	Children's Play Area Identification Sign
Qty:	20	B1	Banner on Promenade Light



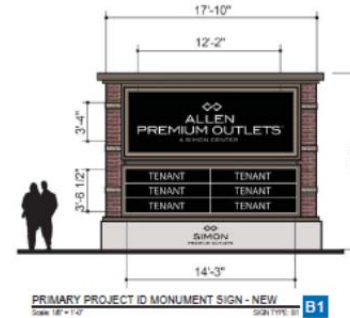
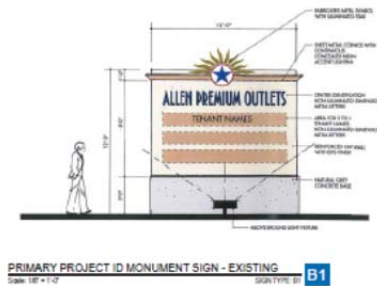
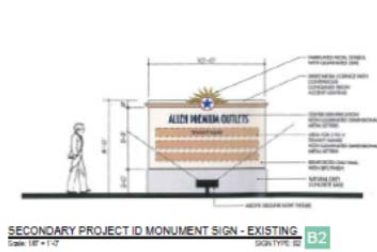
PROJECT ID PYLON SIGN - EXISTING
Scale: 1/16" = 1'-0"
SIGN TYPE: A1
PYLON SIGN TO BE REDESIGNED



PROJECT ID PYLON SIGN - REDESIGN
Scale: 1/16" = 1'-0"
SIGN TYPE: A1



PROJECT ID PYLON SIGN
Scale: 1/16" = 1'-0"
SIGN TYPE: A2
(A2) Primary Pylon Scale: 1/16"=1'-0"





(B1) Primary Monument Sign Scale: 1/16"=1'-0"

Sign Area Summary:
Max. Sign Height: 15'-0"

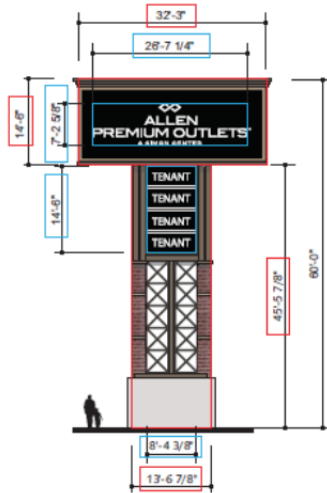
Structure Area:	
17'-10" x 15'-0"	267.5 sq/ft
Sign Copy Area:	
12'-2" x 3'-4"	91 sq/ft
14'-3" x 3'-6 1/2"	



(B2) Secondary Monument Sign Scale: 1/8"=1'-0"

Sign Area Summary:
Max. Sign Height: 10'-0"

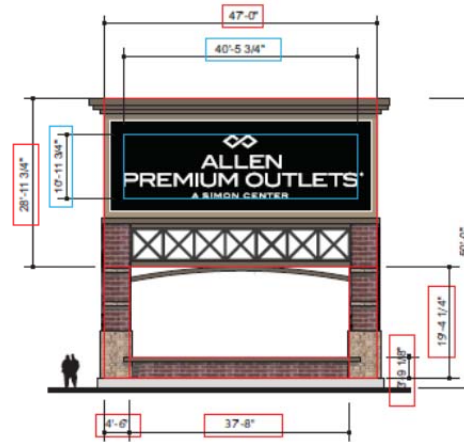
Structure Area:	
15'-0" x 10'-0"	150 sq/ft
Sign Copy Area:	
11'-9" x 3'-2 1/4"	38 sq/ft



(A1) Secondary Pylon Sign Scale: 1/16"=1'-0"

Sign Area Summary:
Max. Sign Height: 60'-0"

Structure Area:	
32'-3" x 14'-6"	466 sq/ft
45'-5 7/8" x 13'-6 7/8"	618 sq/ft
	1086 sq/ft
Sign Copy Area:	
28'-7 1/4" x 7'-2 5/8"	192 sq/ft
14'-6" x 13'-6 7/8"	197 sq/ft
	389 sq/ft



(A2) Primary Pylon Sign Scale: 1/16"=1'-0"

Sign Area Summary:
Max. Sign Height: 50'-0"

Structure Area:	
47'-0" x 28'-11 3/4"	1362 sq/ft
4'-6" x 19'-4 1/4"	87 sq/ft
4'-6" x 19'-4 1/4"	87 sq/ft
37'-8" x 3'-9 1/8"	177 sq/ft
	1713 sq/ft
Sign Copy Area:	
40'-5 3/4" x 10'-11 3/4"	445 sq/ft

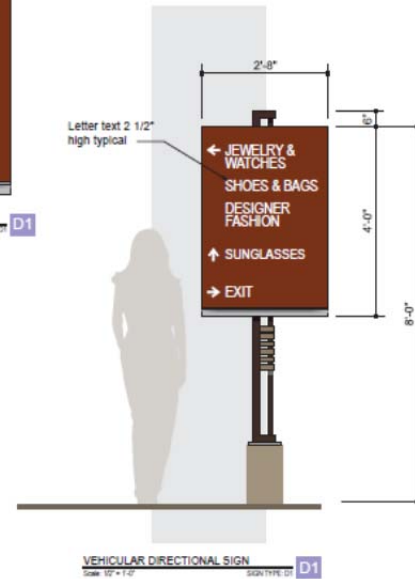
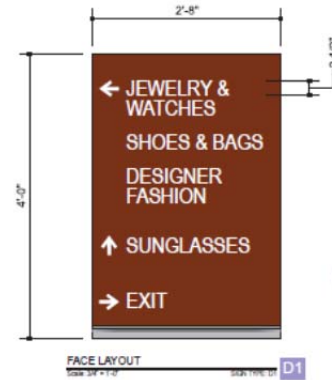
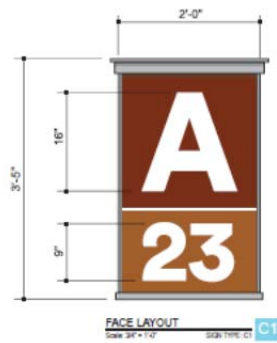
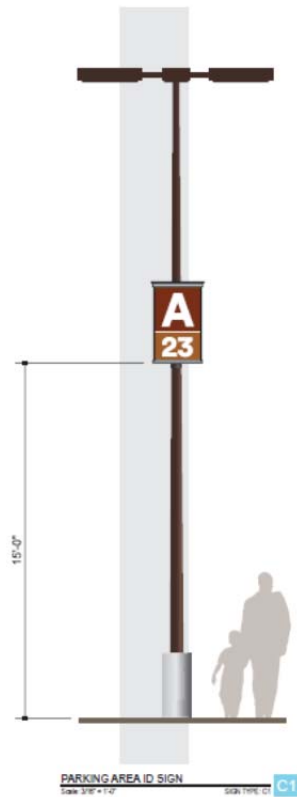


EXHIBIT "E"
SIGN PLAN cont.

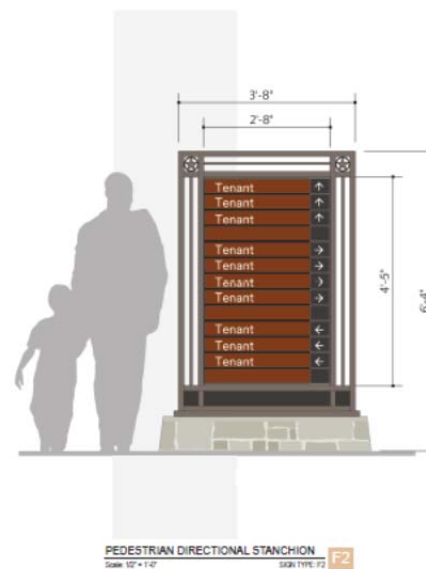
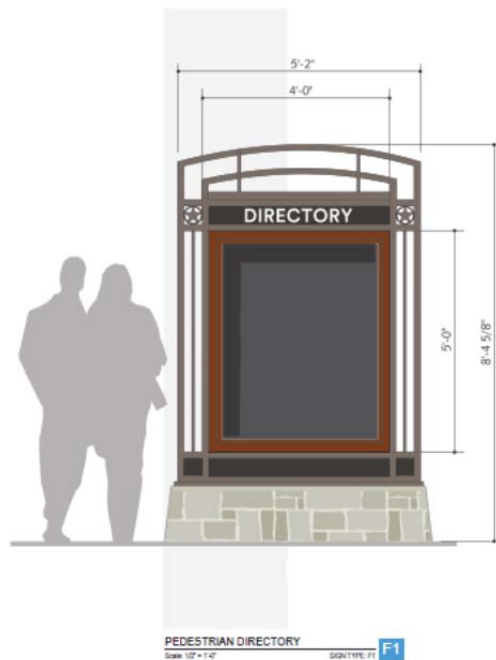


EXHIBIT "E"
SIGN PLAN cont.



PEDESTRIAN DIGITAL DIRECTORY
Size: 30" x 72" SIGN TYPE: F1
A MAXIMUM OF THREE (3) OF THIS TYPE MAY BE
USED AS DIRECTORY SIGNS

EXHIBIT "E"
SIGN PLAN cont.

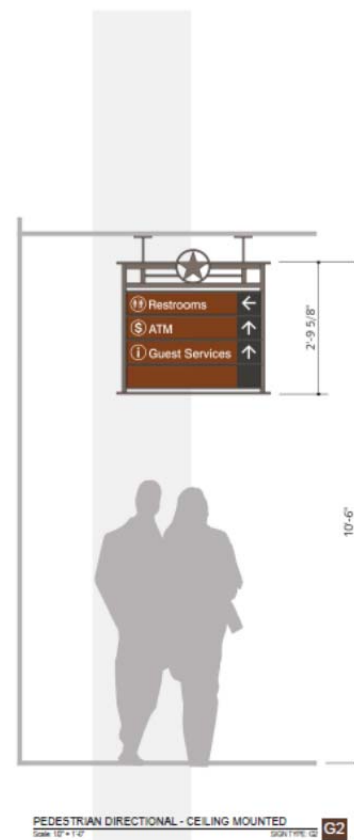
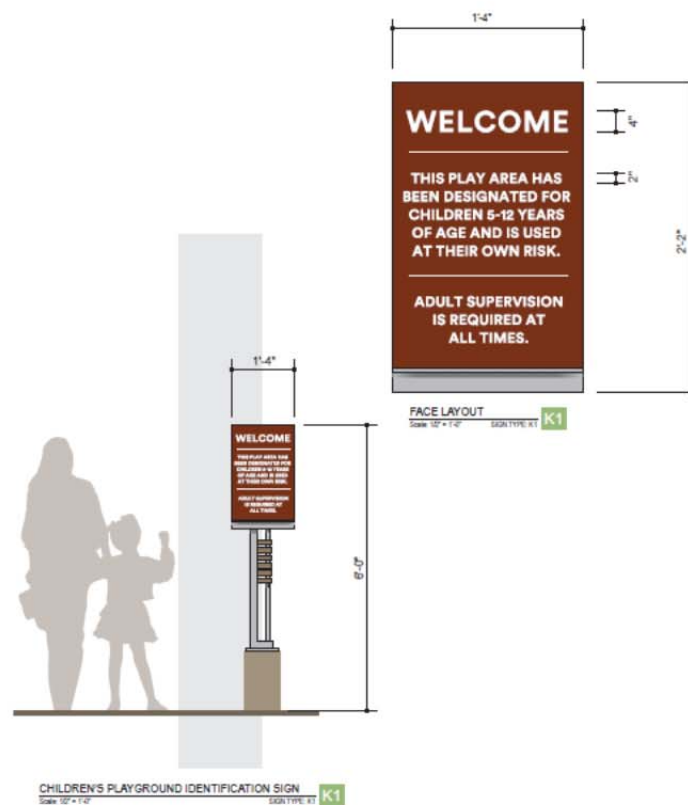


EXHIBIT "E"
SIGN PLAN cont.



EXHIBIT "e"
SIGN PLAN cont.



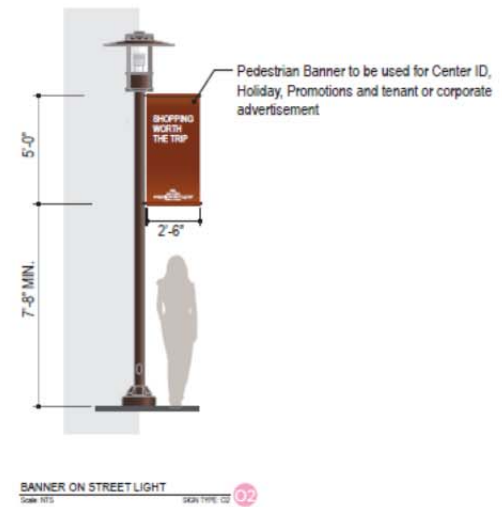
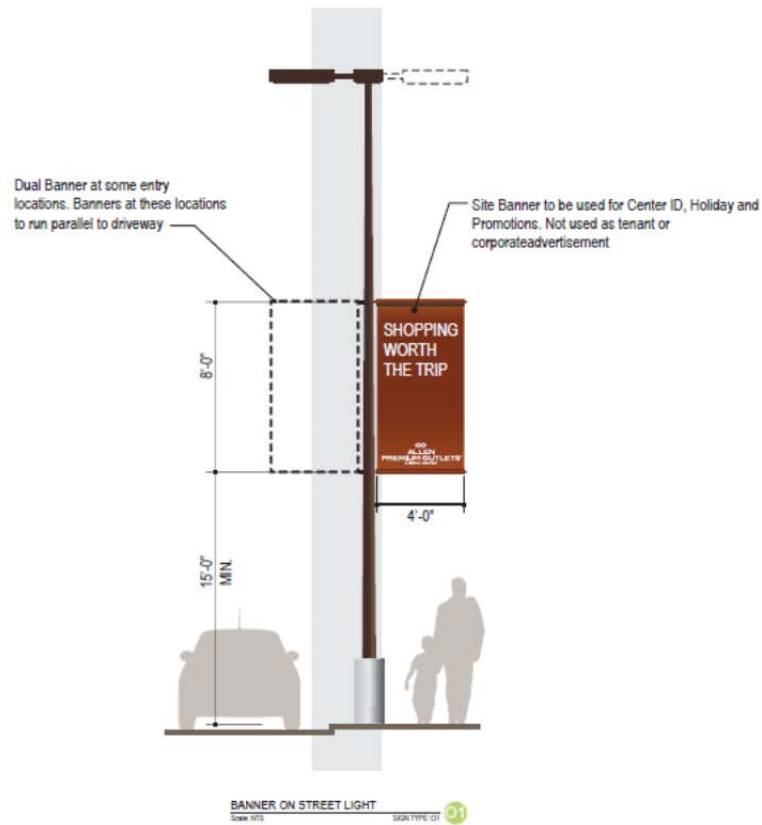


EXHIBIT "E"
SIGN PLAN cont.



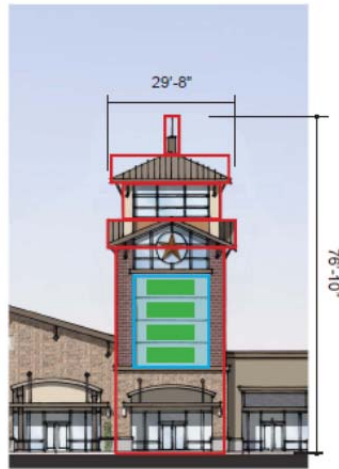
C Sign Panel Layout Example
Scale: 1/2"=1'-0"



A Front Elevation Example (E1)
Scale: 1/8"=1'-0"
QTY: 20



B Side Elevation Example (E1)
Scale: 1/8"=1'-0"



A - NORTH ELEVATION T1

MAX COPY AREA: 22' x 17'-3"	380 SF
STRUCTURE AREA: 47' x 25'-4" 1220 SF 29'-10" x 6'-10" 206 SF 22'-4" x 8' 179 SF 28'-4" x 6'-8" 193 SF 8' x 2' 16 SF	1714 SF
-10%	1543 SF



B - SOUTH ELEVATION T1

MAX COPY AREA: 11' x 17'-3"	190 SF
STRUCTURE AREA: 28'-2" x 25'-4" 716 SF 29'-10" x 6'-10" 206 SF 22'-4" x 8' 179 SF 28'-4" x 6'-8" 193 SF 8' x 2' 16 SF	1310 SF
-10%	1179 SF



C - EAST ELEVATION T1

MAX COPY AREA: 22' x 16'-4"	360 SF
STRUCTURE AREA: 28'-2" x 24'-4" 688 SF 28'-11" x 6'-10" 200 SF 22'-4" x 8' 179 SF 28'-4" x 6'-8" 193 SF 8' x 2' 16 SF	1276 SF
-10%	1149 SF



D - WEST ELEVATION T1

MAX COPY AREA: 7'-6" x 16'-4"	125 SF
STRUCTURE AREA: 28'-2" x 24'-4" 688 SF 28'-11" x 6'-10" 200 SF 22'-4" x 8' 179 SF 28'-4" x 6'-8" 193 SF 8' x 2' 16 SF	1276 SF
-10%	1149 SF

NOTE:
Towers can hold single to multiple tenant signs
but will not exceed the max copy area



2013-290

04-13-16

Sign Type	Copy Area	Structure Area	Height and Notes
A1	389 SF	1086 SF	60'-0"
A2	445 SF	1713 SF	50'-0"
B1	91 SF	267.5 SF	15'-0"
B2	38 SF	160 SF	10'-8"
C1	4 SF	7 SF	Mounted on parking lot light pole. Bottom of sign at 15'-0"
D1	8.75 SF	24 SF	8'-6"
E1	8.75 SF	24 SF	8'-8"
F1	20 SF	43 SF	8'-5"
F1 DIGITAL DIRECTORY	17 SF	24 SF	7'-1/2" -- i-icon module not included in structure area
F2	12.6 SF	24 SF	6'-4"
G1	10 SF	10 SF	Mounted on pedestrian light pole. Top of sign at 16'-0"
G2	10 SF	10 SF	Ceiling mounted. Top of sign at 16'-0"
H1	3.5 SF	5 SF	Wall mounted. Top of sign at 9'-4"
K1	2.8 SF	8 SF	6'-0"
O1	32 SF	32 SF	Mounted on parking lot light pole. Bottom of sign at 15'-0" min.
O2	12.5 SF	12.5 SF	Mounted on pedestrian light pole. Top of sign at 16'-0"
T1	380 SF	1543 SF	76'-10"
FP PYLON SIGN	200 SF	1000 SF	40'-0" (single tenant pylon sign with a masonry base. Design of this sign will be determined at the time of sign permitting)
FP MONUMENT SIGN	80 SF	160 SF	10'-8" (single tenant monument sign with a masonry base. Design of this sign will be determined at the time of sign permitting)

EXHIBIT 'F'
CARTS AND KIOSKS SITE PLAN

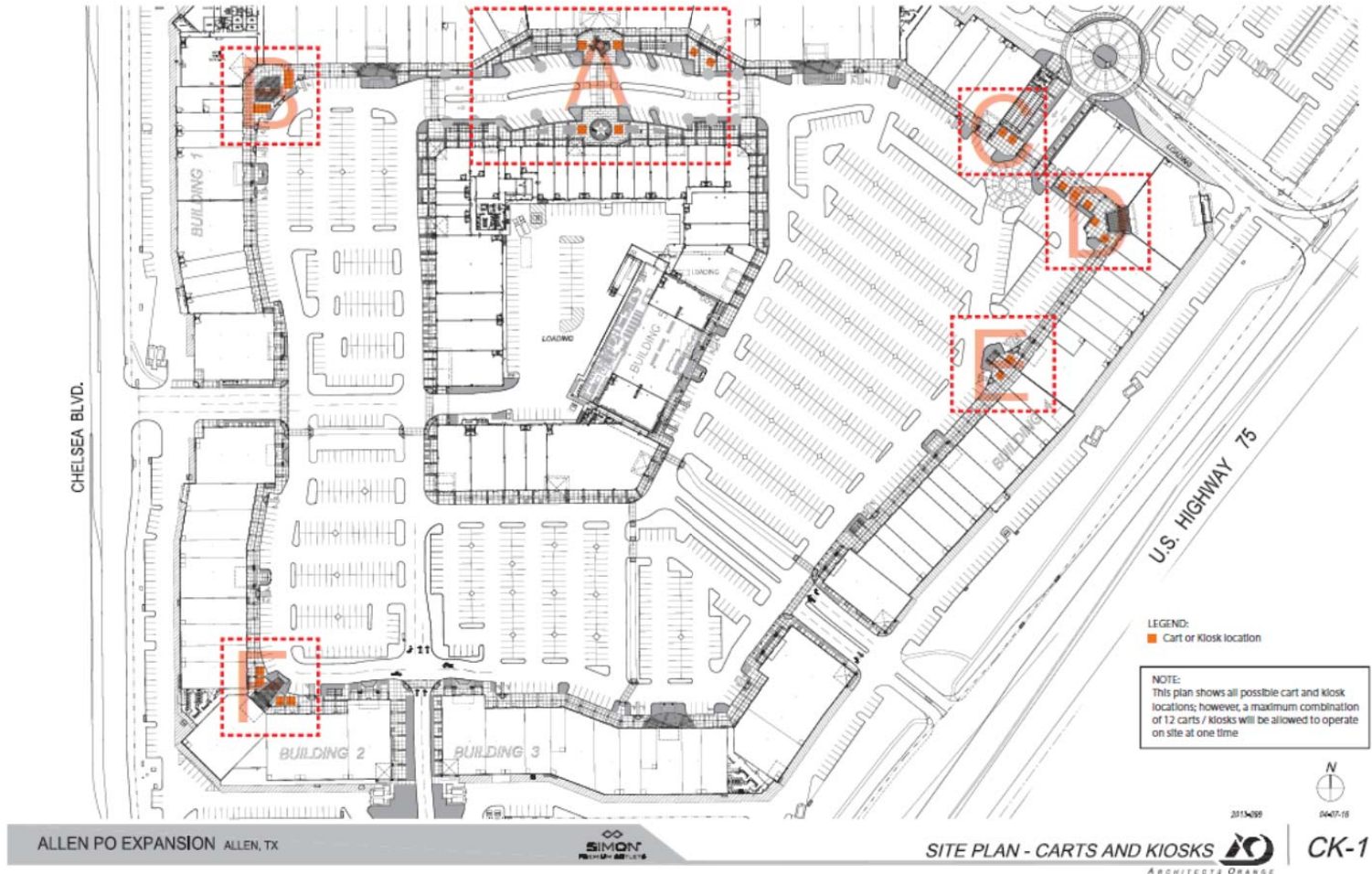
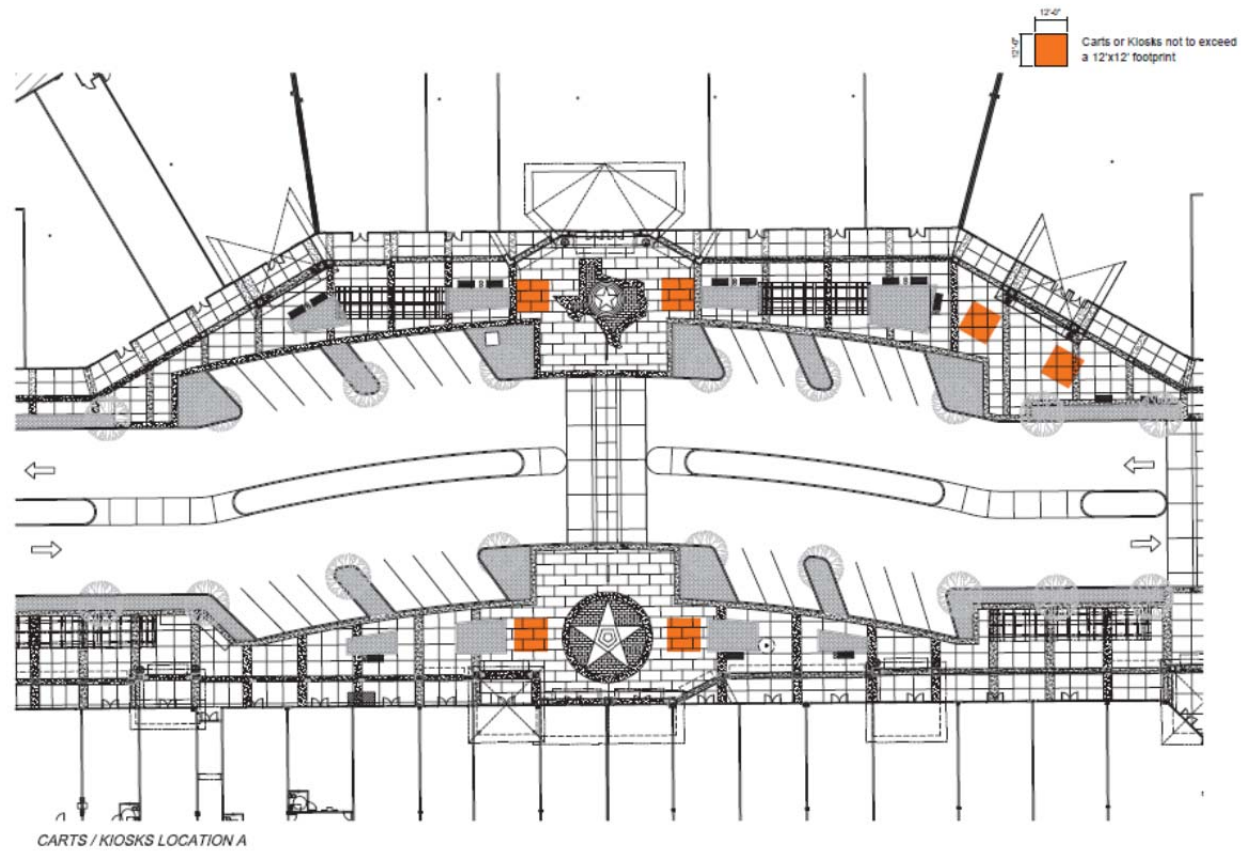


EXHIBIT "f"
CARTS AND KIOSKS SITE PLAN cont.



ALLEN PO EXPANSION ALLEN, TX

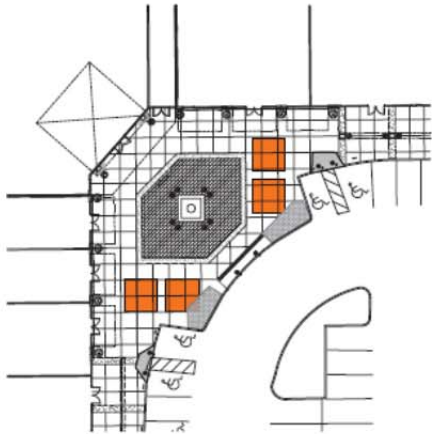


ENLARGED SITE PLAN - CARTS AND KIOSKS

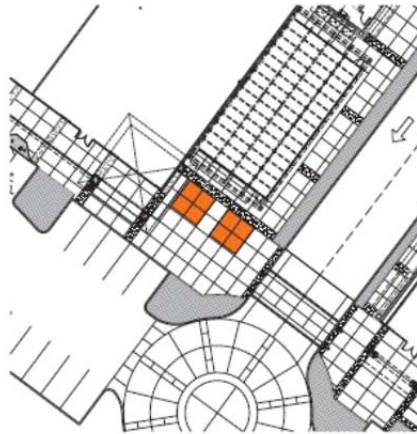


CK-2

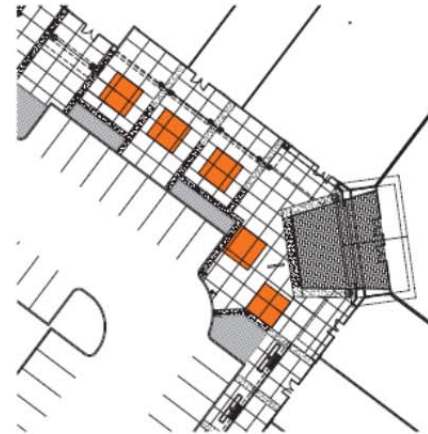
EXHIBIT "F"
CARTS AND KIOSKS SITE PLAN cont.



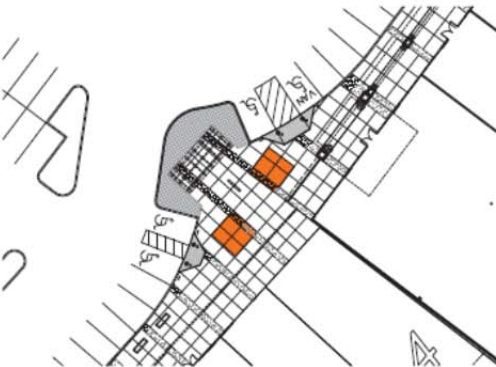
CARTS / KIOSKS LOCATION B



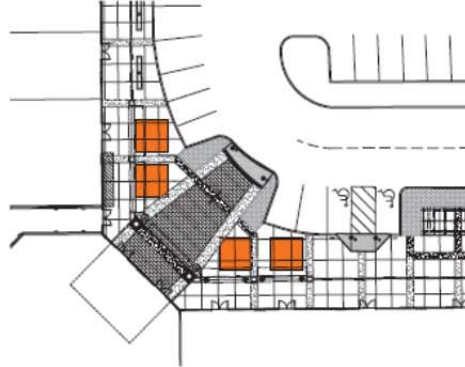
CARTS / KIOSKS LOCATION C



CARTS / KIOSKS LOCATION D



CARTS / KIOSKS LOCATION E



CARTS / KIOSKS LOCATION F








2016 Google Map data

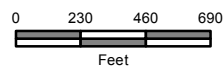


Property Ownership Notification

Allen Premium Outlet

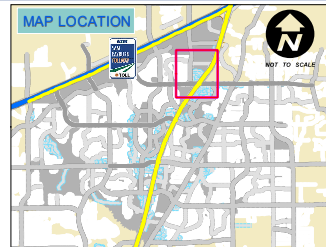
Map Legend

-  200' Notification Buffer
-  CollinCAD Parcels
-  Rezone



Planning & Development - GIS
Date: 4/4/2016

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



April 19, 2016 Planning and Zoning Commission Meeting Minutes

Public Hearing – Conduct a Public Hearing and consider a request to change the zoning of a 22.681± acre tract of land situated in the Joseph Dixon Survey, Abstract No. 276 (generally located northeast of the Allen Premium Outlet Mall) (“the Unplatted Tract”) from Corridor Commercial “CC” to Planned Development No. 78 for Corridor Commercial “CC”, to amend the Development Regulations, Concept Plan, Building Elevations, and Landscape Plan of Planned Development No. 78, and to adopt a Sign Plan and Carts and Kiosks Site Plan for Planned Development No. 78. The Property consists of Lot 1-R, Block 1, Allen Premium Outlets, City of Allen, Collin County, Texas (presently zoned Planned Development No. 78) and the Unplatted Tract. (Z-1/15/16-9) [Allen Premium Outlet Expansion]

Ms. Tiffany McLeod, Senior Planner, presented the item to the Commission. She stated that the item is a PD Amendment request for PD-78 for the Allen Premium Outlet Mall Expansion.

The property is located northwest of Stacy Road and US Highway 75. The properties to the north are zoned Planned Development No. 102 for Corridor Commercial CC and Corridor Commercial CC. The properties to the west are zoned Planned Development No. 102 for Corridor Commercial CC and Planned Development No. 92 for Shopping Center “SC” (across Chelsea Boulevard Blvd). The property to the south (across Stacy Road Road) is zoned Planned Development No. 45 for Corridor Commercial “CC”. The Town of Fairview is located to the east (across US 75).

Ms. McLeod explained that the subject property is a total of 69.07± acres. It consists of the existing Allen Premium Outlet Mall development (46.389± acres) and an unplatted 22.681± acre parcel to the northeast of the existing development (currently straight zoned Corridor Commercial).

The existing mall was constructed in 2000, and has become very successful over the years. Due to its success the applicant desires to renovate and expand the mall. The purpose of the PD Amendment request is to amend the development regulations, incorporate a new Concept Plan, new Landscape Plan, Building Elevations (including renovation and adding new buildings), and adopt a Sign Plan and Carts and Kiosks Site Plan (to expand the number and location of cart and kiosk locations) for the redesign and expansion of the mall.

Ms. McLeod went over the Concept Plan. The existing Lot 1R, Block 1 site shows the changes. The redesign of the existing development will consist of the exterior remodel of Buildings 1, 2, 3 and 4, the expansion of Building 5, and addition of Building 6. Buildings 5 and 6, in the center of the mall, will face outwards, which creates a corridor at the northern end of the site. The parking will also be reconfigured.

There are six existing access points into the site which will remain unchanged. As a result of the Traffic Impact Analysis, there will be improvements made to mitigate traffic that Shawn Poe, Assistant Director of Engineering, will present. Generally, two deceleration lanes will be added along US 75, a hooded island on the northern driveway of Chelsea Boulevard, and the entrance off Chelsea Boulevard will be modified so that it is ingress only for better traffic circulation for the interior of the mall.

The site will connect to the expansion piece through a roundabout. The 22 acre unplatted piece will be subdivided into five lots. Two of the lots will be used for limited or full service hotels. Site plans will be submitted for those sites once ready to be developed. Lots 4 and 5 are outparcel pads for either retail or single-tenant restaurant pads. The remainder of the lot is for the mall and will contain over 750 additional parking spaces. Lot 3 will be replatted with the mall into a single lot.

There will be three new access points provided for the expansion area. One on Allen Commerce Parkway and two on US 75. Deceleration lanes along US75 for each of the driveways will be constructed. A sidewalk will also be built on Allen Commerce Parkway and US 75, and will connect to the exiting sidewalk further south.

Ms. McLeod then went through the Conceptual Landscape Plan. New landscaping will be added to the parking lot areas. Shrubs and trees will be added to the perimeter of the entire development.

Next, Ms. McLeod presented the Building Elevations and showed both the existing buildings and new buildings. The percentage of EIFS on the existing buildings does not meet the current ALDC standards, which is 100% masonry. However, it is not practical to tear down the mall to build to the new standards. Thus, there will be a regulation in the ordinance for the existing material to remain. The exterior of the existing buildings will be renovated with new paint, awnings, stone columns and tower elements for architectural accent. The exterior of the new buildings will consist of brick, stone and stucco, and will comply with the 100% masonry standard. The new buildings will also have similar tower elements for architectural accent.

Ms. McLeod covered the Sign Plan – this plan shows the quantities, locations, and design scheme for the perimeter and interior signage for the site. Ms. McLeod pointed out an existing pylon sign at Stacy Road and US 75 which will be refaced. A new pylon sign will be located at the northern end of the site by Allen Commerce Parkway and US 75. These sign dimensions are comparable to LED pylon signs at the Village at Allen and Watters Creek, and consistent with these large commercial developments. Interior signage will include pedestrian way finding signage and vehicular signage.

The Carts and Kiosks Site Plan shows proposed locations for additional outdoor retail and/or food kiosks and carts. The existing Planned Development ordinance currently allows for four retail and/or food kiosks and carts within the development on the northern portion of the mall. The applicant is requesting to increase the number of kiosks and carts to a maximum of 12 carts/kiosks at any one time, as well as an increase in the number of permitted locations with this PD Amendment. Ms. McLeod reiterated that only a maximum of 12 carts/kiosks can be placed at any of the six locations at a given time.

Ms. McLeod stated the Development Regulations accomplish three things: establish the plans that were presented, establish regulations to accommodate the expansion and renovation, and carry over regulations from the existing PD so that this amendment will become the new comprehensive PD for the outlet mall.

She summarized the Development Regulations as follows:

- Base Zoning District: Corridor Commercial CC
- Uses: Hotel use permitted on Lots 1 and 2. Other retail related uses carried over from the original PD No. 78.
- Landscaping: The landscaping for Lot 3 (parking expansion and existing mall) will be installed prior to CO issuance for any tenant space within the new portion of Building 5 or within Building 6.
- Dimensional Standards: Parking setbacks, Building setbacks, Landscape buffers along US 75, Allen Commerce Parkway and Chelsea Boulevard will be tied down
- Building Materials: EIFS on existing buildings is allowed to remain. Any new buildings will have to be 100% masonry.
- Driveway Spacing and Stacking Depth: Spacing and stacking depth of driveways along US 75 are clarified.

- Roadway Improvements: The deceleration lanes and sidewalks shown on the Concept Plan will be constructed prior to CO issuance for any tenant space within the new portion of Building 5 or within Building 6.
- Rooftop Equipment: Rooftop equipment screening requirement carried over from the original PD No. 78.
- Temporary Uses and Special Events:
 1. Temporary Uses and Special Events shall not be limited by number in a calendar year, but shall require the issuance of a temporary use permit.
 2. Temporary Uses and Special Event locations may not obstruct fire lanes/emergency access.

The request has been reviewed by the Technical Review Committee. Ms. McLeod then stated that the Assistant Director of Engineering will present the mitigation efforts for the project.

Mr. Shawn Poe, Assistant Director of Engineering, presented to the Commission. Mr. Poe mentioned that traffic on Stacy Road is sensitive and Engineering always looks for ways to mitigate traffic along this road, especially with new developments, which is done through a Traffic Impact Analysis (TIA). With any large retail development, traffic is expected, but can be mitigated.

Mr. Poe first discussed the TIA that was submitted, which analyzed the impact of the existing traffic in three scenarios: a “no-build” scenario with 6% growth (very conservative); traffic generated from the site with the background; and five years beyond build out. The study area intersections were US 75 and Stacy Road, Stay Road and Chelsea Boulevard, and Allen Commerce Parkway and US 75. A trip generation was estimated for the site. For weekdays, 9,000 trips/day is anticipated, and on Saturdays, around 12,000 trips/day is anticipated.

Mr. Poe then went over six locations on the entire site which were identified to make improvements. These areas generally include the entrance into the site off Stacy Road and five entrances (existing and proposed) along US 75.

In the existing mall site, the entrance by Stacy Road will be for in-bound traffic only, with no exit on Stacy Road. Traffic can still exit the intersection, but only for the hotel and developments that front on Stacy Road. Exits will be on Chelsea Boulevard or through the second phase of development. The developer anticipates significant way-finding signs within the development. The other three improvement areas are along US 75 where deceleration lanes will be installed. TxDot improvements will help the intersection traffic as well. On the northern side (the undeveloped tract), deceleration lanes will be installed along US 75 as well. TxDot will be installing a deceleration lane on Allen Commerce Parkway. The ramps will also be switching, so the off-ramp will be located north of Allen Commerce Parkway – this will provide greater stacking area. Mr. Poe cautioned that the mall is a destination, so during peak times, this area could queue, as with all successful large-scale retail projects.

Mr. Poe then went over a comprehensive, larger scale discussion regarding traffic and mitigation. Mr. Poe provided the bearings and general location of the area which spanned from Stacy Road to Exchange Parkway and US 75 to Watters Road. He mentioned that Curtis Lane will be extended to US 75 with the new Ansley Meadow development. This roadway (to be opened next week or the week after) will allow residents the ability to access US 75 without having to access Stacy Road. A roundabout was installed at Stockton Drive and Curtis Lane to calm traffic in anticipation of cut-through traffic. Stockton Drive will be extended to Bossy Boots Drive, making access to Wal-Mart and other areas easier. The signals on Watters Road have also been recently timed and sequenced – this is another avenue to travel south and avoid US 75. Long-term, Chelsea Boulevard will be extended south to US 75. The other long-term

improvement is another right turn lane at Stacy Road which can provide dual-right turn lanes at the Stacy Road/US 75 intersection.

Commissioner Ogrizovich asked about the location of the children's play area.

Ms. McLeod pointed out the area and stated that it is within the existing space right before the roundabout.

Commissioner Ogrizovich asked about the kiosk/carts and wondered why it is limited to 12 carts/kiosks even though 14 are shown.

Ms. McLeod stated that the number was requested by the applicant. More than 12 are shown because the plan shows how many can fit in each location based on adequate spacing for pedestrian flow.

Commissioner Ogrizovich said he did not understand why the applicants chose 12, but understood.

Commissioner Mangrum asked if there was current hotel interest on the two lots.

The applicants answered no.

Chairman Cocking asked about the parking on Lot 3 and if that will be completed before any building on Lot 5 and 6 can get a CO.

Ms. McLeod said yes. There is a construction phasing plan on the Concept plan that shows the parking on the expansion piece as the first phase, with the work on the existing site as the second phase.

Chairman Cocking asked if the large pylon sign on the north will be a static sign or an LED electronic sign.

The applicant answered static.

Mr. Bo Bass, Director of Community Development, added that if the sign type were to change, it would require a PD Amendment.

Chairman Cocking asked about TxDot timing versus construction timing. TxDot is working on US 75 and the ramps will be changed – will everything line up?

Mr. Poe answered that it is hard to tell. The timing of the US 75 project completion is March 2017, but is not sure of the timing of the mall expansion. TxDot is aware of the expansion plans, and the City will partner with TxDot to mitigate any development concerns.

Chairman Cocking asked when the applicants are planning to have tenants in the facility, particularly in relation to TxDot build out.

Jessica Fields, Senior Manager of Development for Simon, addressed the Commission. She stated that the current construction schedule is to have everything open for the tax free holiday in August 2017.

Chairman Cocking asked about the driveway that connects the existing to the proposed mall area. He asked if the children's play area exists today.

Ms. Fields answered no.

Chairman Cocking asked if there would be enough space for ingress/egress from the existing mall to the 700+ parking spaces to the north.

Ms. Fields said that there is an existing tenant on the corner of Building 4, which will be demolished to have greater area to widen that roadway, creating enough space for two lanes.

Chairman Cocking asked if the internal drive is wide enough.

Ms. Fields said that, combined with other methods of ingress/egress, she believes it will be adequate. The signage plan also shows sufficient signs for directing traffic.

Chairman Cocking stated that the drive has a major function but does not appear to be a major ingress/egress point when viewed from the inside of the shopping center.

Chairman Cocking opened the public hearing.

Barry Knight, 2728 N. Harwood, Dallas, Texas, spoke in favor of the project to the Commission. He said he worked on this project in 1998, and thinks it turned out pretty well. It has been a successful project for Simon and also successful for the City as it generated other developments in that area, showing the importance of the Stacy Road and US 75 intersection. A comprehensive presentation has been made, and he did not want to add anything other than to ask the Commission to recommend approval.

Chairman Cocking closed the public hearing.

Chairman Cocking said no letters were received on this item.

Motion: Upon a motion by Commissioner Ogrizovich and a second by Commissioner Mangrum, the Commission voted 4 (Commissioners Cocking, Platt Jr., Mangrum and Ogrizovich) IN FAVOR, and 0 OPPOSED to recommend approval of the request to change the zoning of 69.07± acres of land (being the platted Lot 1-R, Block 1, Allen Premium Outlets and an unplatted 22.681± acre tract of land generally located northeast of the Allen Premium Outlet Mall) to Planned Development No. 78 for Corridor Commercial CC, by amending the existing Development Regulations, Concept Plan, Building Elevations, and Landscape Plan, and adopting a Sign Plan, and Carts and Kiosks Site Plan for the Allen Premium Outlet Mall Expansion.

The motion carried.