



**AGENDA
CITY OF ALLEN
CITY COUNCIL REGULAR MEETING
TUESDAY, SEPTEMBER 12, 2023 – 7:00 PM
CITY COUNCIL CHAMBERS
ALLEN CITY HALL
305 CENTURY PARKWAY
ALLEN, TEXAS 75013**

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

2. Pledge of Allegiance.

2.1 Members of VFW Post 2195 will Post the Colors and Lead the Pledge of Allegiance.

3. Public Recognition.

3.1 Proclamations by the Office of the Mayor.

- POW/MIA Recognition Day

4. 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.]

5. 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.]

5.1 Approve Minutes of the August 22, 2023, City Council Regular Meeting.

5.2 Approve Minutes of the August 22, 2023, City Council Budget Workshop.

5.3 Approve Minutes of the August 24-25, 2023, City Council Budget Workshop.

5.4 Adopt an Ordinance approving a negotiated settlement between Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division regarding the company's 2023 Rate Review Mechanism (RRM) Filing.

5.5 Adopt a Resolution authorizing and establishing precedent in harmony with the Americans with Disabilities Act (ADA) of 1990; creating a standard for closed captioning for public-facing televisions at Allen City facilities.

5.6 Adopt a Resolution suspending the September 1, 2023, effective date of CoServ Gas, LTD.'s

requested rate change to permit the city time to study the request and to establish reasonable rates; approving cooperation with other cities in the CoServ service area, to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; and requiring reimbursement of the Steering Committee of the Cities served by CoServ Gas' rate case expense.

- 5.7 Adopt a Resolution Making Appointments to Fill Expiring Terms on the Tax Increment Financing Reinvestment Zone No. 1 Board of Directors.
- 5.8 Adopt a Resolution Making Appointments to Fill Expiring Terms on the Tax Increment Financing Reinvestment Zone No. 2 Board of Directors.
- 5.9 Adopt a Resolution Making Appointments to Fill Expiring Terms on the Tax Increment Financing Reinvestment Zone No. 3 Board of Directors.
- 5.10 Adopt a Resolution authorizing the City Manager to execute an Advance Funding Agreement with the Texas Department of Transportation to construct the north and south segments of Rowlett Trail utilizing federal grant funds with an estimated city participation amount of \$880,000.
- 5.11 Adopt a Resolution authorizing the City Manager to execute an Interlocal Agreement with the Allen Independent School District regarding the School Resource Officer Program.
- 5.12 Adopt a Resolution authorizing the City Manager to Apply For, Accept, Reject, Alter, or Terminate a grant from the State of Texas, Office of the Governor, to fund a Digital Forensics Examiner as a sworn police officer.
- 5.13 Adopt a Resolution authorizing the City Manager to Apply For, Accept, Reject, Alter, or Terminate a one-year grant from the State of Texas, Office of the Governor, to continue funding a Mental Health Coordinator.
- 5.14 Adopt a Resolution authorizing the City Manager to Apply For, Accept, Reject, Alter, or Terminate a grant from the State of Texas, Office of the Governor, to fund an additional Crime Victim Advocate position.
- 5.15 Adopt a Resolution authorizing the City Manager to Apply For, Accept, Reject, Alter, or Terminate a grant from the State of Texas, Office of the Governor, Texas Homeland Security Administrative Agency to provide funding to purchase night vision equipment under the Urban Area Security Initiative (UASI) Grant Program for \$184,136.
- 5.16 Award bid and authorize the City Manager to execute a contract with Freese and Nichols, Inc., for the Comprehensive Plan Update for \$250,000.
- 5.17 Authorize the City Manager to approve the purchase of materials for the 2023 Highway Safety Improvement Program for traffic signal video detection system from ITERIS and signal equipment from Consolidated Traffic Controls, Inc., for \$386,783.
- 5.18 Accept required certification from the Collin Central Appraisal District Office of the 2023 Tax Year Appraisal Roll.
- 5.19 Authorize the purchase of a three-year maintenance package from Freeit, through the Texas

Department of Information Resources, on a resilient data backup and disaster recovery platform for the data centers for \$119,952 per year, for a total of \$359,856.

- 5.20 Authorize the annual purchase of beverages from Andrews Distributing for Parks and Recreation used for resale at Credit Union of Texas Event Center and The Courses at Watters Creek for \$151,716.
- 5.21 Authorize the annual purchase of alcoholic beverages through FinTech.net for the Parks and Recreation Department for retail sale at the Credit Union of Texas Event Center and The Courses at Watters Creek for \$230,509.
- 5.22 Authorize the annual purchase of food & beverage products from Ben E. Keith for Parks and Recreation used for resale at the Credit Union of Texas Event Center, Stephen G. Terrell Recreation Center, and The Courses at Watters Creek for \$339,000.
- 5.23 Authorize the City Manager to execute an annual agreement with Innovative Solution Advisors, LLC, d.b.a. Stadium People, for temporary personnel of ice tech services at the Credit Union of Texas Event Center for \$153,375 with options for two one-year renewals.
- 5.24 Authorize the City Manager to execute an annual agreement with Innovative Solution Advisors, LLC, d.b.a. Stadium People, as the primary vendor for temporary personnel for building operations and conversions at the Credit Union of Texas Event Center for \$314,125 with options for two, one-year renewals, and FW Services Inc., d.b.a. Pacesetters Personnel Services, as the secondary vendor.
- 5.25 Authorize the City Manager to execute a contract with Whirlix Design, Inc., for playground and shade installation at Country Meadows Park for \$360,000.
- 5.26 Authorize the City Manager to Execute a Contract with Millis Development & Construction – Dallas, LLC, for the construction of the Molsen Farm Trailhead and Trail Connection for \$1,811,043.
- 5.27 Authorize the City Manager to execute a One-Year License Agreement with SideK Sports Management, LLC, as a member of the Major Arena Soccer League (MASL) to play all home games at Credit Union of Texas Event Center for the 2023-2024 Season.

6. Regular Agenda.

- 6.1 Conduct a Public Hearing and adopt an Ordinance to amend the development and use regulations for Lot 1, Block A, McDermott Town Crossing, located in Tract 3 of Planned Development No. 52 with a base zoning of Shopping Center. [Verizon - Monopole]
- 6.2 Conduct a Public Hearing and adopt an Ordinance to amend the development and use regulations for Lot 1, Block A, Cornerstone/Allen Addition, located in Tract 1 of Planned Development No. 58 with a base zoning of Shopping Center. [Amphenol Outdoor Storage]
- 6.3 Conduct a Public Hearing and adopt an Ordinance for Specific Use Permit authorizing a "Medical Clinic" use, located on Lot 1, Block B, Exxon Allen Heights Addition. [Total Point Urgent Care]
- 6.4 Conduct a Public Hearing on the Fiscal Year 2023-2024 Budget as Required by Article IV,

Section 4.04 of the Allen City Charter and Adopt an Ordinance Approving the Fiscal Year 2023-2024 Budget, Amending the Fiscal Year 2022-2023 Budget, and Approving the 2024-2028 Capital Improvement Program.

- 6.5 Conduct a Public Hearing regarding the Fiscal Year 2023-2024 City Tax Rate and adopt an Ordinance setting the Tax Rate for the Fiscal Year 2023-2024 Budget.
- 6.6 Appoint to fill expiring terms and vacancies on the following Boards, Commissions, Committees and Corporations: Animal Shelter Advisory Committee, Board of Adjustment/Building and Standards Commission/Sign Control Board, Community Development Corporation Board, Community Engagement Advisory Board, Convention and Visitors Bureau Advisory Board, Economic Development Corporation Board, Keep Allen Beautiful Board, Library Board, Parks and Recreation Board, Planning and Zoning Commission, and Public Art Committee.

7. **Other Business.**

[Council announcements regarding local civic and charitable events, meetings, fundraisers, and awards.]

7.1 Calendar

- September 20 - @ 6 p.m. - Allen Heritage Village Dedication Ceremony - 450 St. Mary Drive, Allen.

7.2 Items of Interest

8. **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.)

9. **Adjournment.**

This notice was posted at Allen City Hall, 305 Century Parkway, Allen, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Friday, September 8, 2023, 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 REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE: September 12, 2023

AGENDA CAPTION: Approve Minutes of the August 22, 2023, City Council Regular Meeting.

STAFF RESOURCE: Shelley B. George, City Secretary

STRATEGIC PLANNING GOAL: Financially Sound and Transparent City Government.

ATTACHMENT(S)

[Minutes](#)

ALLEN CITY COUNCIL

REGULAR MEETING

AUGUST 22, 2023

Present:

Baine L. Brooks, Mayor

Allen City Council:

Chris Schulmeister, Mayor Pro Tem

Daren Meis

Tommy Baril

Dave Cornette

Dave Shafer

Ben Trahan

City Staff:

Eric Ellwanger, City Manager

Eric Strong, Deputy City Manager

Tim Dentler, Assistant City Manager

Rebecca Vice, Assistant City Manager

Shelley B. George, City Secretary

Teresa Warren, Director, Public and Media Relations (absent)

Rocio Gonzalez, Deputy City Secretary (absent)

Pete Smith, City Attorney

1. Call to Order and Announce a Quorum is Present

With a quorum of the Allen City Council present, the Regular Meeting of the Allen City Council was called to order by Mayor Brooks at 5:10 p.m. on Tuesday, August 22, 2023, in the Basement Meeting Rooms of Allen City Hall, 305 Century Parkway, Allen, Texas.

Mayor Brooks recessed the Regular Meeting at 5:11 p.m. and announced the Executive Session.

2. Executive Session

In accordance with the Texas Government Code, the Allen City Council convened into Executive Session at 5:12 p.m. on Tuesday, August 22, 2023, in the Basement Meeting Rooms of the Allen City Hall, 305 Century Parkway, Allen, Texas, in order to discuss matters pertaining to:

2.1 Pursuant to Section 551.074 of the Texas Government Code — Personnel

Discuss Appointments to the Board of Adjustment, Building and Standards Commission, Community Development Corporation, Downtown Design Review Board, Economic Development Corporation, and Planning and Zoning Commission.

The Executive Session adjourned at 5:37 p.m. on Tuesday, August 22, 2023.

2.2 Reconvene and consider action on items resulting from Executive Session.

The Allen City Council reconvened into the Regular Meeting at 6:00 p.m. on Tuesday, August 22, 2023, in the City Council Chambers of Allen City Hall, 305 Century Parkway, Allen, Texas. No action was taken on items discussed during the Executive Session

3. Pledge of Allegiance

Councilmember Trahan led the Pledge of Allegiance.

Mayor Brooks asked everyone to join the Allen City Council in a moment of silence.

4. Citizens' Comments

There were no speakers.

Mayor Brooks moved to Agenda Item 6.

6. Consent Agenda

MOTION: Upon a motion made by Councilmember Cornette and a second by Councilmember Shafer, the Council voted seven (7) for and none (0) opposed to approve the Consent Agenda as follows:

- 6.1 Approve minutes of the August 8, 2023, Regular City Council Meeting.**
- 6.2 Authorize the City Manager to amend the agreement with Tyler Technologies, Inc., for environmental health software and services for \$150,500.**
- 6.3 Authorize the City Manager to execute an agreement with the Collin County Elections Administrator to conduct the General Bond Election on November 7, 2023, for \$119,295.**
- 6.4 Award Bid and authorize the City Manager to execute an agreement with Southlake Leasing & Management, Inc., dba Regent Services for custodial services at City of Allen Parks and Recreation Facilities for \$908,210, with the option for four (4), one-year renewals.**
- 6.5 Receive the Quarterly Investment Report for period ending June 30, 2023.**
- 6.6 Receive the Quarterly Financial Report for period ending June 30, 2023.**

The motion carried.

7. Regular Agenda

- 7.1 Conduct a Public Hearing and adopt an Ordinance to amend the Allen Land Development Code by amending Section 4.08.1, "A-O Agricultural-open space district" regarding the district regulations; Section 4.20.2, "Schedule of principle uses" regarding massage establishments; Section 6.06.11, "Solar panels" regarding the regulation and permitting of solar panels; Section 6.06.12, "Certain veterinary hospitals, animal clinics, or animal boarding facilities" regarding regulations relating to location of outdoor areas;**

repealing Section 6.06.16, “Massage Establishments”; and Appendix A regarding various definitions.

After the staff report was presented, Mayor Brooks announced that the Council would conduct the public hearing after 7:00 p.m. as published in The Allen American newspaper.

7.2 Conduct a Public Hearing and adopt an Ordinance to amend the development regulations of Planned Development No. 84 with a base zoning of Multi-Family-18 to allow for medical office in the existing Multi-Family for a property generally located northeast of Greenville Avenue and Chaparral Road. [Holiday Parkview in Allen]

After the staff report was presented, Mayor Brooks announced that the Council would conduct the public hearing after 7:00 p.m. as published in The Allen American newspaper.

8. Other Business

8.1 Calendar.

- August 24 @ 6 p.m. - 2nd Session of the City Council Budget Workshop at the Marriott Dallas | Allen Hotel & Convention Center
- August 25 @ 8:30 a.m. - 3rd Session of the City Council Budget Workshop at the Marriott Dallas | Allen Hotel & Convention Center
- September 4 - Allen City Hall closed in observance of Labor Day
- September 12 - Public Hearing date and schedule vote regarding the Fiscal Year 2023-2024 City Budget
- September 12 – Public Hearing date and vote regarding the Fiscal Year 2023-2024 City Tax Rate

8.2 Items of Interest.

- Councilmember Cornette encouraged the public to attend the Veteran’s Information Forum hosted by Congressman Keith Self on September 9 @ 10:00 a.m. at Collin College Campus in Wylie.
- Council wished happy birthday to Councilmember Cornette’s granddaughter, Maddie.
- Council congratulated Brad Boroughs Golf Superintendent on his retirement.

Mayor Brooks recessed the Regular Meeting at 6:17 p.m. and announced the Council would reconvene the Regular Meeting after 7:00 p.m.

With a quorum of the Allen City Council present, Mayor Brooks reconvened the Regular Meeting at 7:32 p.m. on Tuesday, August 22, 2023, in the City Council Chambers of Allen City Hall, 305 Century Parkway, Allen, Texas.

Mayor Brooks moved to Agenda Item 5.

5. Public Recognition

- **Presentation of a Proclamation by the Office of the Mayor proclaiming “Team Quest Track Club Day.”**

Mayor Brooks moved to continue Agenda Items 7.1 and 7.2.

7. Regular Agenda

- 7.1 **Conduct a Public Hearing and adopt an Ordinance to amend the Allen Land Development Code by amending Section 4.08.1, “A-O Agricultural-open space district” regarding the district regulations; Section 4.20.2, “Schedule of principle uses” regarding massage establishments; Section 6.06.11, “Solar panels” regarding the regulation and permitting of solar panels; Section 6.06.12, “Certain veterinary hospitals, animal clinics, or animal boarding facilities” regarding regulations relating to location of outdoor areas; repealing Section 6.06.16, “Massage Establishments”; and Appendix A regarding various definitions.**

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

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

ORDINANCE 4018-8-23: AN ORDINANCE OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE, AS AMENDED, BY AMENDING: SECTION 4.08.1 “‘A-O’ AGRICULTURAL-OPEN SPACE” DELETING SPECIAL DISTRICT REGULATIONS; SECTION 4.20.2 “SCHEDULE OF PRINCIPAL USES” REGARDING MASSAGE ESTABLISHMENTS; SECTION 6.06.11 “SOLAR PANELS” REGARDING THE REGULATION AND PERMITTING OF SOLAR PANELS; SECTION 6.06.12 “CERTAIN VETERINARY HOSPITALS, ANIMAL CLINICS, OR ANIMAL BOARDING FACILITIES” BY AMENDING REGULATIONS RELATING TO THE LOCATION OF OUTDOOR AREAS; REPEALING SECTION 6.06.16 “MASSAGE ESTABLISHMENTS”; AND APPENDIX A “DEFINITIONS,” BY AMENDING THE DEFINITIONS OF “AGRICULTURAL-OPEN SPACE” AND “SCHOOL, PUBLIC”; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: Upon a motion made by Councilmember Meis and a second by Mayor Pro Tem Schulmeister, the Council voted seven (7) for and none (0) opposed to adopt Ordinance No. 4018-8-23, as previously captioned, amending Section 4.08.1, Section 4.20.2, Section 6.06.11, Section 6.06.12, repealing Section 6.06.16, and Appendix A regarding various definitions of the Allen Development Code. The motion carried.

- 7.2 **Conduct a Public Hearing and adopt an Ordinance to amend the development regulations of Planned Development No. 84 with a base zoning of Multi-Family-18 to allow for medical office in the existing Multi-Family for a property generally located northeast of Greenville Avenue and Chaparral Road. [Holiday Parkview in Allen]**

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

With no one else speaking, Mayor Brooks closed the public hearing.

ORDINANCE 4019-8-23: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP, AS PREVIOUSLY AMENDED, BY AMENDING THE REGULATIONS RELATING TO THE DEVELOPMENT AND USE OF LOT 1, BLOCK A, CHAPARRAL GARDENS SENIOR HOUSING ADDITION LOCATED WITHIN PLANNED DEVELOPMENT PD NO. 84 WITH A BASE ZONING OF MULTI-FAMILY “MF-18” BY ADDING AN ADDITIONAL PERMITTED USE; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Upon a motion made by Councilmember Cornette and a second by Councilmember Shafer the Council voted seven (7) for and none (0) opposed to approve Ordinance No. 4019-8-23, as previously captioned, to amend Planned Development 84 with a base zoning of Multi-Family-18 for medical office use. The motion carried.

8. Adjournment

Mayor Brooks adjourned the Regular Meeting of the Allen City Council at 7:44 p.m. on Tuesday, August 22, 2023.

These minutes were approved on the 12th day of September 2023.

APPROVED:

Baine L. Brooks, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE: September 12, 2023

AGENDA CAPTION: Approve Minutes of the August 22, 2023, City Council Budget Workshop.

STAFF RESOURCE: Shelley B. George, City Secretary

STRATEGIC PLANNING GOAL: Financially Sound and Transparent City Government.

ATTACHMENT(S)

[Minutes](#)

**ALLEN CITY COUNCIL
FY 2023-2024 BUDGET WORKSHOP
AUGUST 22, 2023
MINUTES**

Present:

Baine L. Brooks, Mayor

Councilmembers:

Chris Schulmeister, Mayor Pro Tem

Daren Meis

Tommy Baril

Dave Cornette

Dave Shafer

Ben Trahan

City Staff Present:

Eric Ellwanger, City Manager

Eric Strong, Deputy City Manager

Tim Dentler, Assistant City Manager

Rebecca Vice, Assistant City Manager

Shelley B. George, City Secretary

Pete Smith, City Attorney

Jason Cooley, Community Development Executive Director

Lee Battle, Community Enhancement Director

Stephen Massey, Community Services Director

Ray Yarbrough, Community Services Assistant Director

Tim Holland, Water/Wastewater Superintendent

Mario Cantu, Water/Wastewater Superintendent

Donna Giles, Waste Services Manager

Chris Flanigan, Engineering Director

Joseph Cotton, Engineering Assistant Director

Pete Phillis, Chief Financial Officer

Mark Davies, Assistant Financial Officer

Eric Matthews, Chief Information Officer

Kate Meacham, Parks and Recreation Director

Kyle Benedict, Parks and Recreation Assistant Director

Teresa Thomason, Parks and Recreation Assistant Director

Brian Harvey, Police Chief

Ken Myers, Deputy Police Chief

TUESDAY, AUGUST 22, 2023

Call to Order and Announce Quorum is Present

With a quorum of the Allen City Council present, the FY 2023-2024 Budget Workshop was called to order by Mayor Brooks at 6:27 p.m. on Tuesday, August 22, 2023, in the Basement Meeting Rooms in Allen City Hall, 305 Central Expressway, Allen, Texas.

Enterprise Funds for Water/Sewer, Solid Waste, and Drainage

Mayor Brooks recessed the Budget Workshop at 7:26 p.m.

**ALLEN CITY COUNCIL
BUDGET WORKSHOP
AUGUST 22, 2023**

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With a quorum of the Allen City Council present, Mayor Brooks reconvened the Council Budget Workshop at 7:51 p.m. in the Basement Meeting Rooms in Allen City Hall, 305 Century Parkway, Allen, Texas.

Capital Improvement Program (CIP)

Council Questions

EXECUTIVE SESSION: An Executive Session was not held.

Adjourn

Mayor Brooks adjourned the Budget Workshop at 8:57 p.m. on Tuesday, August 22, 2023, in the Basement Meeting Rooms in Allen City Hall, 305 Century Parkway, Allen, Texas.

These minutes approved on the 12th day of September 2023.

APPROVED:

Baine L. Brooks, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE: September 12, 2023

AGENDA CAPTION: Approve Minutes of the August 24-25, 2023, City Council Budget Workshop.

STAFF RESOURCE: Shelley B. George, City Secretary

STRATEGIC PLANNING GOAL: Financially Sound and Transparent City Government.

ATTACHMENT(S)

[Minutes](#)

**ALLEN CITY COUNCIL
FY 2023-2024 BUDGET WORKSHOP
AUGUST 24 - 25, 2023
MINUTES**

Present:

Baine L. Brooks, Mayor

Councilmembers:

Chris Schulmeister, Mayor Pro Tem

Daren Meis

Tommy Baril

Dave Cornette

Dave Shafer

Ben Trahan

City Staff Present on August 24 & 25:

Eric Ellwanger, City Manager

Eric Strong, Deputy City Manager

Tim Dentler, Assistant City Manager

Rebecca Vice, Assistant City Manager

Shelley B. George, City Secretary

Pete Smith, City Attorney

Dan Bowman, Allen Economic Development
Director

Jason Cooley, Allen Community Development
Director

Marc Kurbansade, Community Development
Director

Lee Battle, Community Enhancement Director

Stephen Massey, Community Services Director

Ray Yarbrough, Community Services Assistant
Director

Karen Cromwell, CVB Director

Chris Flanigan, Engineering Director

Joseph Cotton, Engineering Assistant Director

Pete Phillis, Chief Financial Officer

Mark Davies, Assistant Financial Officer

Tru Nguyen, Chief Accountant

Jennifer Swenson, Senior Accountant

Crystal Smith, Budget Analyst

Alicia Castaneda, Accountant

Rosanne Lemus, Purchasing Manager

Eva Badali, Contract Administrator

Jon Boyd, Fire Chief

City Staff Present (cont'd):

David Cannaday, Assistant Fire Chief

Richard Vaughn, Assistant Fire Chief

Monika Kretschmer, Human Resources Director

Eric Matthews, Chief Information Officer

Kevin Cameron, Assistant Chief Information
Officer

Jeff Timbs, Library Director

Claudia Wayland, Library Assistant Director

Kate Meacham, Parks and Recreation Director

Kyle Benedict, Parks and Recreation Assistant
Director

Teresa Thomason, Parks and Recreation Assistant
Director

Brian Harvey, Police Chief

Robert Flores, Deputy Police Chief

Ken Myers, Deputy Police Chief

Kyle Taliaferro, Deputy Police Chief

Chelsey Aprill, Strategic Communications
Manager

City Staff Present on August 24 only:

Holly Kellen, Budget Officer

City Staff Present on August 25 only:

David Ellis, Allen Economic Development
Assistant Director

Allyson Baker, Controller

Erin Jones, Planning Manager

Geoff Heinicke, Environmental Health Supervisor

Donna Giles, Waste Services Manager

THURSDAY, AUGUST 24, 2023

Call to Order and Announce Quorum is Present

With a quorum of the Allen City Council present, the FY 2023-2024 Budget Workshop was called to order by Mayor Brooks at 6:00 p.m. on Thursday, August 24, 2023, in the Starlight I Ballroom in the Marriott Dallas Allen Hotel and Conference Center, 777 Watters Creek Boulevard, Allen, Texas.

Event Center Budget Presentations

Non-Bond Capital Projects Fund

Five-Year Forecast

Market Comparison

Questions from Council

Mayor Brooks recessed the Budget Workshop at 7:54 p.m. on Thursday, August 24, 2023.

FRIDAY, AUGUST 25, 2023

Reconvene Budget Workshop

With a quorum of the Allen City Council present, the FY 2023-2024 Budget Workshop was reconvened by Mayor Brooks at 8:30 a.m. on Friday, August 25, 2023, in the Starlight I Ballroom in the Marriott Dallas Allen Hotel and Conference Center, 777 Watters Creek Boulevard, Allen, Texas.

Welcome and Introduction

Budget Overview

General Fund Revenue

General Fund Expenses

Council Discussions on Proposed Budget

Budget Wrap Up

EXECUTIVE SESSION: An Executive Session was not held.

Adjourn

Mayor Brooks adjourned the FY 2023-2024 Budget Workshop at 12:33 p.m. on Friday, August 25, 2023, in the Starlight I Ballroom in the Marriott Dallas Allen Hotel and Conference Center, 777 Watters Creek Boulevard, Allen, Texas.

**ALLEN CITY COUNCIL
BUDGET WORKSHOP
AUGUST 24 - 25, 2023**

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These minutes approved on the 12th day of September 2023.

APPROVED:

Baine L. Brooks, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

- AGENDA DATE:** September 12, 2023
- AGENDA CAPTION:** Adopt an Ordinance approving a negotiated settlement between Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division regarding the company's 2023 Rate Review Mechanism (RRM) Filing.
- STAFF RESOURCE:** Rebecca Vice, Assistant City Manager
- PREVIOUS COUNCIL ACTION:** On August 23, 2022, City Council adopted Ordinance No. 3936-8-22 approving a negotiated settlement agreement between the Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division regarding the company's 2022 Rate Review Mechanism (RRM) filing.
- STRATEGIC PLANNING GOAL:** Financially Sound and Transparent City Government.

BACKGROUND

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about March 31, 2023, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2022, entitled it to additional system-wide revenues of \$165.9 million. Application of the standards set forth in ACSC’s RRM Tariff reduces the Company’s request to \$156.1 million, \$113.8 million of which would be applicable to ACSC members. After reviewing the filing and conducting discovery, ACSC’s consultants concluded that the system-wide deficiency under the RRM regime should be \$130.9 million instead of the claimed \$156.1 million.

After several settlement meetings, the parties have agree to settle the case for \$142 million. This is a reduction of \$23.9 million to the Company's initial request. This includes payment of ACSC's expenses. The settlement also includes an additional \$19.5 million for the securitization regulatory asset expenses related to Winter Storm Uri. This was previously approved by the Texas Legislature and Railroad Commission. The effective date for the new rate is October 1, 2023.

RATE TARIFFS. Atmos generated rate tariffs attached to the Ordinance will generate \$142 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos’ Proof of Revenues is accurate.

BILL IMPACT. The impact of the settlement on average residential rates is an increase of \$6.47 on a monthly basis or 7.31%. The increase for average commercial usage will be \$24.72 or 5.19%. Atmos provided bill impact comparisons containing these figures.

SUMMARY OF ACSC’S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS. ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission’s review of annual GRIP filings or allow recovery of Cities’ rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC’s view, the GRIP process unfairly raises customers’ rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP. While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2023, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

	<u>Average Bill</u>	<u>Compared to RRM Cities</u>
RRM Cities:	\$42.62	-
DARR:	\$42.55	(\$0.07)
ATM Cities:	\$44.39	\$1.77
Environs:	\$44.27	\$1.65

Note: ATM Cities and Environs rates are as-filed. Also note that DARR uses a test year ending in September rather than December.

CONCLUSION. The Legislature’s GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to be more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex’s claim that its historic cost of service should entitle it to recover \$165.9 million in additional system-wide revenues, the RRM settlement at \$142 million for ACSC Cities reflects substantial savings to ACSC Cities. Settlement at \$143 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Ordinance before September 30, 2023. New rates become effective October 1, 2023.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to adopt Ordinance No. _____ approving a negotiated settlement between Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division, regarding the company's 2023 Rate Review Mechanism (RRM) filing.

ATTACHMENT(S)

[Ordinance](#)
[Average Bill Comparison](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2023 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

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

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

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

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about March 31, 2023 Atmos Mid-Tex filed its 2023 RRM rate request with ACSC Cities based on a test year ending December 31, 2022; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2023 RRM filing through its Executive Committee, assisted by ACSC’s attorneys and consultants, to resolve issues identified in the Company’s RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC’s counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$142 million on a system-wide basis with an Effective Date of October 1, 2023; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

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

WHEREAS, the RRM Tariff includes Securitization Interest Regulatory Asset amount of \$19.5 million;

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

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

SECTION 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$142 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2023 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

SECTION 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

SECTION 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$142 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

SECTION 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

SECTION 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of ACSC in processing the Company's 2023 RRM filing.

SECTION 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

SECTION 8. That the meeting at which this Ordinance was approved was, in all things, conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 9. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

SECTION 10. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2023.

SECTION 11. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway,

Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 12TH DAY OF SEPTEMBER 2023.

APPROVED:

Baine L. Brooks, MAYOR

ATTEST TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY

Shelley B. George, TRMC, CITY SECRETARY

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

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

Type of Service

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

Monthly Rate

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

Charge	Amount
Customer Charge per Bill	\$ 22.25 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 22.30 per month
Commodity Charge – All <u>Ccf</u>	\$0.48567 per Ccf ²

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

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

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

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

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

Agreement

An Agreement for Gas Service may be required.

Notice

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

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2023.

²The commodity charge includes the base rate amount of \$0.46724 per Ccf and Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.01843 per Ccf until recovered.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

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

Type of Service

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

Monthly Rate

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

Charge	Amount
Customer Charge per Bill	\$ 72.00 per month
Rider CEE Surcharge	(\$ 0.02) per month ¹
Total Customer Charge	\$ 71.98 per month
Commodity Charge – All Ccf	\$ 0.18280 per Ccf ²

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

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

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

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

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

Agreement

An Agreement for Gas Service may be required.

Notice

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

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx.plantprotection@atmosenergy.com.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2023.

²The commodity charge includes the base rate amount of \$0.16437 per Ccf and Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.01843 per Ccf until recovered.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

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

Monthly Rate

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

Charge	Amount
Customer Charge per Meter	\$ 1,382.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.7484 per MMBtu ¹
Next 3,500 MMBtu	\$ 0.5963 per MMBtu ¹
All MMBtu over 5,000 MMBtu	\$ 0.2693 per MMBtu ¹

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

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

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

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

Curtailement Overpull Fee

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

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees

¹ The tiered commodity charges include the base rate amounts of \$0.5684, \$0.4163, and \$0.0893 per MMBtu, respectively, plus Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.1800 per MMBtu until recovered.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

An Agreement for Gas Service may be required.

Notice

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

Special Conditions

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

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx.plantprotection@atmosenergy.com.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

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

Type of Service

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

Monthly Rate

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

Charge	Amount
Customer Charge per Meter	\$ 1,382.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.5684 per MMBtu
Next 3,500 MMBtu	\$ 0.4163 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0893 per MMBtu

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

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

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

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

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

Imbalance Fees

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

Monthly Imbalance Fees

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

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Curtailment Overpull Fee

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

Replacement Index

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

Agreement

A transportation agreement is required.

Notice

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

Special Conditions

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

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Provisions for Adjustment

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

Computation of Weather Normalization Adjustment

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

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

Where

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

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

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

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

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.51	0.1415	88.91	0.7010
Austin	8.87	0.1213	213.30	0.7986
Dallas	12.54	0.2007	185.00	0.9984
Waco	8.81	0.1325	125.26	0.7313
Wichita Falls	10.36	0.1379	122.10	0.6083

Weather Normalization Adjustment (WNA) Report

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

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2022**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2023 Willis Towers Watson Report as adjusted (1) (2) (3)	\$ 1,434,339	\$ (518,336)	\$ 2,336,419	\$ (2,678,818)	\$ 267,917	
2	Allocation Factor	44.92%	44.92%	78.74%	78.74%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 644,336	\$ (232,848)	\$ 1,839,667	\$ (2,109,267)	\$ 267,917	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	\$ 644,336	\$ (232,848)	\$ 1,839,667	\$ (2,109,267)	\$ 267,917	\$ 409,804
6							
7	O&M Expense Factor (WP_F-2.3, Ln 2)	78.60%	78.60%	39.63%	39.63%	11.00%	
8							
9	Summary of Costs to Approve (1):						
10	Total Pension Account Plan	\$ 506,464		\$ 729,006			\$ 1,235,469
11	Total Post-Employment Benefit Plan		\$ (183,024)		\$ (835,840)		(1,018,864)
12	Total Supplemental Executive Benefit Plan					\$ 29,471	29,471
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 506,464	\$ (183,024)	\$ 729,006	\$ (835,840)	\$ 29,471	\$ 246,076

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022**

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
1	Rate R @ 43.6 Ccf				
2	Customer charge	\$ 21.55			
3	Consumption charge	43.6 CCF X \$ 0.36223 =	15.79		
4	Rider GCR Part A	43.6 CCF X \$ 0.63625 =	27.74		
5	Rider GCR Part B	43.6 CCF X \$ 0.41732 =	18.20		
6	Subtotal		\$ 83.28		
7	Rider FF & Rider TAX	\$ 83.28 X 0.06237 =	5.19		
8	Total		\$ 88.47		
9					
10	Customer charge		\$ 22.25		
11	Consumption charge	43.6 CCF X \$ 0.48567 =	21.18		
12	Rider GCR Part A	43.6 CCF X \$ 0.63625 =	27.74		
13	Rider GCR Part B	43.6 CCF X \$ 0.41732 =	18.20		
14	Subtotal		\$ 89.37		
15	Rider FF & Rider TAX	\$ 89.37 X 0.06237 =	5.57		
16	Total		\$ 94.94	\$ 6.47	7.31%
17					

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022**

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
18	<u>Rate C @ 356.6 Ccf</u>				
19	Customer charge	\$ 63.50			
20	Consumption charge	356.6 CCF X \$ 0.14137 =	50.41		
21	Rider GCR Part A	356.6 CCF X \$ 0.63625 =	226.86		
22	Rider GCR Part B	356.6 CCF X \$ 0.30202 =	107.69		
23	Subtotal		\$ 448.46		
24	Rider FF & Rider TAX	\$ 448.46 X 0.06237 =	27.97		
25	Total		\$ 476.43		
26					
27	Customer charge		\$ 72.00		
28	Consumption charge	356.6 CCF X \$ 0.18280 =	65.18		
29	Rider GCR Part A	356.6 CCF X \$ 0.63625 =	226.86		
30	Rider GCR Part B	356.6 CCF X \$ 0.30202 =	107.69		
31	Subtotal		\$ 471.73		
32	Rider FF & Rider TAX	\$ 471.73 X 0.06237 =	29.42		
33	Total		\$ 501.15	\$ 24.72	5.19%
34					

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

- AGENDA DATE:** September 12, 2023
- AGENDA CAPTION:** Adopt a Resolution authorizing and establishing precedent in harmony with the Americans with Disabilities Act (ADA) of 1990; creating a standard for closed captioning for public-facing televisions at Allen City facilities.
- STAFF RESOURCE:** Rebecca Vice, Assistant City Manager
- BOARD/COMMISSION ACTION:** On August 7, 2023 the Community Engagement Advisory Board unanimously recommended that the City Council adopt a resolution authorizing and establishing precedent in harmony with the Americans with Disabilities Act (ADA) of 1990; creating a standard for closed captioning for public facing televisions at City facilities.
- STRATEGIC PLANNING GOAL:** Engaged and Connected Allen Community.

BACKGROUND

In May of 2023, the leadership for the Allen Fairview Chamber of Commerce approached the City of Allen requesting that the City Council consider taking action similar to the City of Plano City Council’s recent adoption of a Closed Captioning Resolution.

Upon receipt of the request, staff researched the Plano Resolution and evaluated the potential operational and cost implications associated with the implementation as presented. Staff have concluded that implementing the resolution would have no budget impact. Further, city staff indicated wide support and an eagerness to comply upon adoption. Staff the presented the request, background and draft resolution to the Community Engagement Advisory Board at their August meeting. The board unanimously recommended that the City Council adopt the resolution.

Passage of the resolution would signal the City of Allen’s commitment to reducing barriers at city facilities by creating a standard for closed-captioning for public-facing televisions in city facilities in the spirit of the Americans with Disabilities Act of 1990. Further, the resolution would encourage Allen businesses to provide similar accomplishments as proposed and supported by the Allen Fairview Chamber of Commerce.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to adopt Resolution No. _____ authorizing and establishing precedent in harmony with the Americans with Disabilities Act (ADA) of 1990; creating a standard for closed captioning for public-facing televisions at Allen City facilities.

ATTACHMENT(S)

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AUTHORIZING AND ESTABLISHING PRECEDENT IN HARMONY WITH THE AMERICANS WITH DISABILITIES ACT (ADA) OF 1990 CREATING A STANDARD FOR CLOSED CAPTIONING FOR PUBLIC FACING TELEVISIONS AT CITY FACILITIES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Allen, Texas, reaffirms its ongoing commitment to provide inclusive access to policies, programs, communications, and facilities to all individuals; and

WHEREAS, effective communication in local government is essential in both understanding and being understood; and

WHEREAS, closed captioning is a tool that helps both public and private sectors effectively communicate spoken dialog when delivered via a digital screen; and

WHEREAS, 48 million people in the United States suffer from hearing loss, with some being born deaf and others losing the capability to hear from injury or as they age; and

WHEREAS, closed captioning helps make audible content more accessible to persons who are deaf, hard of hearing, or suffering hearing loss due to age or illness, as well as those with developmental disabilities, sensory disabilities, non-native English speakers, and others; and

WHEREAS, closed captioning also increases access to information for the general public where TVs are located in crowded or noisy spaces where hearing may be difficult; and

WHEREAS, the City Council believes that it is in the public interest to provide closed captioning on televisions accessible to the public.

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

SECTION 1. The City Council of the City of Allen hereby approves to activate closed captioning on televisions in places of public accommodation within City facilities.

SECTION 2. The City Council encourages Allen businesses to provide similar accommodations as they deem appropriate.

SECTION 3. This Resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Allen, and it is accordingly so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 12TH DAY OF SEPTEMBER 2023.

APPROVED:

Baine L. Brooks, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

- AGENDA DATE:** September 12, 2023
- AGENDA CAPTION:** Adopt a Resolution suspending the September 1, 2023, effective date of CoServ Gas, LTD.'s requested rate change to permit the city time to study the request and to establish reasonable rates; approving cooperation with other cities in the CoServ service area, to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; and requiring reimbursement of the Steering Committee of the Cities served by CoServ Gas' rate case expense.
- STAFF RESOURCE:** Rebecca Vice, Assistant City Manager
- STRATEGIC PLANNING GOAL:** Financially Sound and Transparent City Government.

BACKGROUND

On July 28, 2023, CoServ Gas, Ltd. (“CoServ” or “Company”), pursuant to Subchapter C of Chapter 104 of the Gas Utility Regulatory Act, filed its Statement of Intent to change gas rates at the Railroad Commission of Texas (“RRC”) and in all municipalities exercising original jurisdiction within its service area, effective September 1, 2023.

CoServ is seeking to increase its annual revenues in incorporated areas by \$10,314,726, which is an increase of 7.5% including gas costs, or 27.3% excluding gas costs. CoServ is also requesting: (1) new depreciation rates for distribution and general plant; (2) a prudence determination for capital investment; (3) specification of the factors to be used in any Interim Rate Adjustment Filing the Company makes pursuant to Texas Utilities Code § 104.302; and (4) a surcharge on customer bills to recover the reasonable rate case expenses associated with the filing of this statement of intent.

The resolution formally suspends the September 1, 2023 effective date of the Company’s rate increase for the maximum period permitted by law to allow the City, working in conjunction with other similarly situated cities with original jurisdiction served by CoServ, to evaluate the filing, to determine whether the filing complies with the law, and if lawful, to determine what further strategy, including settlement, to pursue.

Note: prior to September 1, city staff informed counsel the City's intention to participate in the Steering Committee's efforts.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to adopt Resolution No. _____ suspending the September 1, 2023, effective date of CoServ Gas, LTD.'s requested rate change to permit the city time to study the request and to establish reasonable rates; approving cooperation with other cities in the CoServ service area, to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; and requiring reimbursement of the Steering Committee of the Cities served by CoServ Gas' rate case expense.

ATTACHMENT(S)

[Resolution](#)

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF ALLEN SUSPENDING THE SEPTEMBER 1, 2023 EFFECTIVE DATE OF COSERV GAS, LTD.'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH OTHER CITIES IN THE COSERV SERVICE AREA, HIRE LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF THE STEERING COMMITTEE OF CITIES SERVED BY COSERV GAS' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, on or about July 28, 2023, CoServ Gas Ltd (“CoServ” or “Company”), pursuant to Gas Utility Regulatory Act § 104.102 filed with the City of Allen (“City”) a Statement of Intent to change gas rates in all municipalities exercising original jurisdiction within its service area, effective September 1, 2023; and

WHEREAS, the City is a gas utility customer and a regulatory authority under the Gas Utility Regulatory Act (“GURA”) and under Chapter 104, § 104.001 et seq. of GURA has exclusive original jurisdiction over CoServ’s rates, operations, and services within the City; and

WHEREAS, to maximize the efficient use of resources and expertise, it is reasonable for the City to cooperate with other cities in conducting a review of the Company’s application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, it is not possible for the City to complete its review of CoServ’s filing by the September 1, 2023, effective date proposed in CoServ’s Statement of Intent; and

WHEREAS, the City will need an adequate amount of time to review and evaluate CoServ’s rate application to enable the City to adopt a final decision as a local regulatory authority with regard to CoServ’s requested rate increase; and

WHEREAS, GURA § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and

WHEREAS, GURA § 103.022 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility.

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

SECTION 1. That the findings and recitations set out in the preamble of this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes; and

SECTION 2. That the September 1, 2023, effective date of the rate request submitted by CoServ on July 28, 2023, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates; and

SECTION 3. That the City is authorized to cooperate with other cities in the CoServ service area, CoServ Gas Cities, and subject to the right to terminate employment at any time, hereby authorizes the hiring of Thomas L. Brocato of the law firm of Lloyd Gosselink Rochelle and Townsend, P.C., and consultants, to review CoServ’s filing, negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Railroad Commission; and

SECTION 4. That the City’s reasonable rate case expenses shall be reimbursed by CoServ; and

SECTION 5. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required; and

SECTION 6. That a copy of this Resolution shall be sent to CoServ, care of Charles D. Harrell, CoServ Gas Ltd., 7701 South Stemmons, Corinth, Texas 76210-1842, and to Thomas Brocato, counsel for CoServ Gas Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725 (tbrocato@lglawfirm.com); and

SECTION 7. That this Resolution shall be and become effective from and after its adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 12TH DAY OF SEPTEMBER 2023.

APPROVED:

Baine L. Brooks, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE: September 12, 2023

AGENDA CAPTION: Adopt a Resolution Making Appointments to Fill Expiring Terms on the Tax Increment Financing Reinvestment Zone No. 1 Board of Directors.

STRATEGIC PLANNING GOAL: Financially Sound and Transparent City Government.

BACKGROUND

In 2005, the City Council has designated Allen Tax Increment Financing Reinvestment Zone No. 1 and appointed the initial Board of Directors in March 2006. The proposed resolution appoints successor directors to the Board of Directors whose terms of office will expire soon.

STAFF RECOMMENDATION

Staff recommends Council adopt the proposed resolution making appointments to fill expiring terms on the Tax Increment Financing Reinvestment Zone No. 1 Board of Directors.

MOTION

I make a motion to adopt Resolution No. _____ making appointments to fill expiring terms on the Tax Increment Financing Reinvestment Zone No. 1 Board of Directors.

ATTACHMENT(S)

[Resolution](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPOINTING THE BOARD OF DIRECTORS OF THE ALLEN TAX INCREMENT FINANCING REINVESTMENT ZONE NO. 1; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has designated Allen Tax Increment Financing Reinvestment Zone No. 1 and appointed the initial Board of Directors; and,

WHEREAS, the City Council desires to appoint successor directors to the Board of Directors whose terms of office will expire.

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

SECTION 1. The following persons are appointed to the respective places of the Board of Directors of Allen Tax Increment Financing Reinvestment Zone No. 1, beginning on the date of expiration of the current term of office for such places:

Place 3: Eric Ellwanger Term Expiration: January 1, 2026
City Manager, City of Allen
305 Century Parkway
Allen, Texas 75013

Place 5: Marc Kurbansade Term Expiration: January 1, 2026
Director, Community Development
City of Allen
305 Century Parkway
Allen, Texas 75013

Place 9: Rebecca Vice Term Expiration: January 1, 2026
Assistant City Manager, City of Allen
305 Century Parkway
Allen, Texas 75013

SECTION 2. Eric Ellwanger is hereby appointed as Chairperson for successive terms of one year each until such time as the City Council appoints a different Chairperson. The Board of Directors may elect a Vice-Chairperson to preside in the absence of the Chairperson, or when there is a vacancy in the office of Chairperson. The Board may elect other officers as it considers appropriate.

SECTION 3. This Resolution shall take effect from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 12TH DAY OF SEPTEMBER 2023.

APPROVED:

Baine L. Brooks, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE: September 12, 2023

AGENDA CAPTION: Adopt a Resolution Making Appointments to Fill Expiring Terms on the Tax Increment Financing Reinvestment Zone No. 2 Board of Directors.

STAFF RESOURCE: Shelley B. George, City Secretary

STRATEGIC PLANNING GOAL: Financially Sound and Transparent City Government.

BACKGROUND

In 2006, the City Council has designated Allen Tax Increment Financing Reinvestment Zone No. 2 and appointed the initial Board of Directors in 2007. The proposed resolution appoints successor directors to the Board of Directors whose terms of office will expire.

STAFF RECOMMENDATION

Staff recommends the Council adopt the proposed resolution making appointments to fill expiring terms on the Tax Increment Financing Reinvestment Zone No. 2 Board of Directors.

MOTION

I make a motion to adopt Resolution No. _____ making appointments to fill expiring terms on the Tax Increment Financing Reinvestment Zone No. 2 Board of Directors.

ATTACHMENT(S)

[Resolution](#)

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE: September 12, 2023

AGENDA CAPTION: Adopt a Resolution Making Appointments to Fill Expiring Terms on the Tax Increment Financing Reinvestment Zone No. 3 Board of Directors.

STAFF RESOURCE: Shelley B. George, City Secretary

STRATEGIC PLANNING GOAL: Financially Sound and Transparent City Government.

BACKGROUND

In 2021, the City Council has designated Allen Tax Increment Financing Reinvestment Zone No. 3 and appointed the initial Board of Directors. The proposed resolution appoints successor directors to the Board of Directors whose terms of office will expire.

STAFF RECOMMENDATION

Staff recommends Council adopts the proposed resolution making appointments to fill expiring terms on the Tax Increment Financing Reinvestment Zone No. 3 Board of Directors.

MOTION

I make a motion to adopt Resolution No. _____ making appointments to fill expiring terms on the Tax Increment Financing Reinvestment Zone No. 3 Board of Directors.

ATTACHMENT(S)

[Resolution](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPOINTING THE BOARD OF DIRECTORS OF THE ALLEN TAX INCREMENT FINANCING REINVESTMENT ZONE NO. 3; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has designated Allen Tax Increment Financing Reinvestment Zone No. 3 (the “Zone”); and,

WHEREAS, Chapter 311 of the Tax Code and the ordinance creating the Zone requires the appointment of a Board of Directors consisting of at least five members and provides that other taxing units participating in the Zone may appoint a member.

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

SECTION 1. The following persons are hereby appointed to the Board of Directors of Allen Tax Increment Financing Reinvestment Zone No. 3 to serve terms beginning January 1, 2024, and expiring January 1, 2026, to wit:

Place 2: Eric Strong
Deputy City Manager
City of Allen
305 Century Parkway
Allen, Texas 75013

Place 4: Chris Flanigan
Engineer Director
City of Allen
305 Century Parkway
Allen, Texas 75013

SECTION 2. Eric Ellwanger is hereby re-appointed as Chairperson for successive terms of one year each until such time as the City Council appoints a different Chairperson. The Board of Directors may elect a Vice-Chairperson to preside in the absence of the Chairperson, or when there is a vacancy in the office of Chairperson. The Board may elect other officers as it considers appropriate.

SECTION 3. This resolution shall take effect from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 12TH DAY OF SEPTEMBER 2023.

APPROVED:

Baine L. Brooks, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

- AGENDA DATE:** September 12, 2023
- AGENDA CAPTION:** Adopt a Resolution authorizing the City Manager to execute an Advance Funding Agreement with the Texas Department of Transportation to construct the north and south segments of Rowlett Trail utilizing federal grant funds with an estimated city participation amount of \$880,000.
- STAFF RESOURCE:** Kate Meacham, Parks and Recreation Director
- PREVIOUS COUNCIL ACTION:**
- On July 27, 2021, Allen City Council approved a contract with Arrendondo Zepeda and Brunz LLC for \$210,416 to design the south section of Rowlett Trail (segments C-4* and C-5*) which connect with Watters Trail and Plano's Bluebonnet Trail.
- On August 24, 2021, Allen City Council approved a contract with Clasp Companies, LLC for \$222,190 to design the Rowlett Trailhead to be located at McDermott Drive and Rowlett Creek.
- On February 8, 2022, Allen City Council approved a contract with Arrendondo Zepeda and Brunz LLC for \$393,075 to design the north section of Rowlett Trail (segment C2).
- On August 23, 2022, the Allen City Council approved Resolution No. 3937-8-22(R) authorizing the application for partial funding of the construction costs through TxDOT's Transportation Alternatives Set-Aside funding assistance program.
- STRATEGIC PLANNING GOAL:** Safe and Livable Community for All.

BACKGROUND

The City of Allen Trails & Bikeways Master Plan, Collin County Regional Trails Master Plan, and the North Central Texas Council of Government (COG) 2045 Regional Veloweb identify Allen's Rowlett Trail as a major spine corridor off-street hike and bike trail.

The COG offers TxDOT's Transportation Alternatives Set-Aside (TASA) grant program on a bi-annual basis. In July 2022, the COG published a call for projects for the urbanized area of the 12-county North Central Texas region. Eligible project activities included:

- Shared-Use Paths (Trails)
- On-Street Bikeways
- Sidewalks, Crosswalks, Curb Ramps
- Pedestrian and Bicycle Safety Countermeasures and Technology
- Protected Intersections
- Education Activities for Safe Routes to School Projects

Applications were due September 9, 2022, under the following four categories:

- Active Transportation
- Safe Routes To School
- Safe Routes to Rail, and
- Safety and Technology.

The City of Allen's "Rowlett Trail Segments C-2, C-4* and C-5*" (Rowlett Trail) project application scored fourth in the Active Transportation category and was awarded a \$3.2 million grant (with a 20% local match required). These recommendations were approved by the North Central Texas Regional Transportation Council at their December 8, 2022 meeting. The Rowlett Trail project was then added to the 2023-2026 Transportation Improvement Program and Statewide Transportation Improvement Program.

Staff have since been working directly with TxDOT staff to provide the necessary documentation to allow TxDOT to prepare the Advanced Funding Agreement (AFA). Construction of the Rowlett Trail segments C-2, C-4* and C-5* can commence only after execution of the AFA and TxDOT's review and approval of trail design plans and environmental compliance. Resolution No. 3937-8-22(R) (adopted prior to application) did not address cost overruns. While not anticipated, TxDOT requires that the new resolution state the city will cover cost overruns should they occur to ensure project completion.

Also, in June 2022, the City was awarded a \$300,000 Texas Parks and Wildlife Recreational Trail grant for Rowlett Trail Segments C-4* and C-5*, which is the south section of planned Rowlett Trail connecting to Plano's Bluebonnet Trail at Rowlett Creek and U.S. 75. This \$300K TPWD grant is approved as part of the local match to our TASA grant, and staff plans on applying for additional assistance in the amount of \$500,000+ to cover the entire 20% required local match prior to construction of the interjurisdictional trail, bringing the total value of the grants to \$4 million.

BUDGETARY IMPACT

The Regional Transportation Council awarded \$3,200,000 in federal funding with an \$800,000 local match to construct Rowlett Trail Segments C-2, C-4*, and C-5*. With TxDOT's expenses added for review and oversight, the estimated total local participation is \$880,000. No Right of Way or Utilities are necessary, which may allow for reimbursement of these State costs once the grant project is completed.

The \$300,000 TPWD Recreational Trail grant will be used as part of the required local match, and an additional application will be submitted in 2024 through the Collin County Parks and Open Space Funding Assistance Program for the remaining \$580,000 local match.

This \$4M grant is identified on the Statewide Transportation Improvement Plan (STIP) for construction in FY 25 and FY 26.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to adopt Resolution No. _____ authorizing the City Manager to execute an Advance Funding Agreement with the Texas Department of Transportation to construct the north and south segments of Rowlett Creek Trail utilizing federal grant funds with an estimated city participation amount of \$880,000 plus overruns.

ATTACHMENT(S)

[Resolution Agreement](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AUTHORIZING APPROVAL OF AN ADVANCED FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE ALLEN-SHARED USE PATH ALONG AND OVER ROWLETT CREEK PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (“MPOs”) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (“TASA”) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the City prepared and submitted to the State or Metropolitan Planning Organization (MPO)(ie., the North Central Texas Council of Governments) a project nomination package for TASA funding consideration, which is briefly described bicycle and pedestrian improvements along Rowlett Creek (“Project”), and

WHEREAS, the Texas Transportation Commission (“Commission”) passed Minute Order Number 116292 (MO) dated August 30, 2022, awarding funding for TASA projects in the TASA Program Call of the North Central Texas Council of Governments, including the Project, and

WHEREAS, the City Council has been presented a proposed Advance Funding Agreement (“AFA”) for a Transportation Alternatives Set-Aside (TASA) Program Project (the “Agreement”), by and between the City of Allen, Texas), and the State of Texas, acting by and through the Texas Department of Transportation (the “State”),

WHEREAS, the City Council of the City of Allen, Texas finds it to be in the public interest to enter into the Agreement and authorize the City’s funds to pay its matching share pursuant to the Agreement.

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

SECTION 1. The City Manager is authorized to (i) negotiate and sign on behalf of the City the *Advance Funding Agreement (“AFA”) for a Transportation Alternatives Set-Aside (TASA) Program Project* (CCSJ # 0918-24-296) with the Texas Department of Transportation providing for the construction of the Project, (ii) sign all additional documents necessary in the performance of the Agreement; and (iii) pay, in accordance with the Agreement, the City’s funding share for the cost relating to the Project plus any cost overruns.

SECTION 2. It is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place and purpose of said meeting was given as required by law.

SECTION 3. 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 12TH DAY OF SEPTEMBER 2023.

APPROVED:

Baine L. Brooks, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

TxDOT:				Federal Highway Administration:	
CCSJ #	0918-24-296	AFA ID	Z00006305	CFDA No.	20.205
AFA CSJs	0918-24-296			CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	00650		
Project Name	Allen-Shared Use Path Over Rowlett Creek			<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES
SET-ASIDE (TASA) PROGRAM PROJECT
MPO-Selected Off-System**

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project (“Agreement”) is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of Allen (Local Government), acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described bicycle and pedestrian improvements (Project), and

TxDOT:				Federal Highway Administration:	
CCSJ #	0918-24-296	AFA ID	Z00006305	CFDA No.	20.205
AFA CSJs	0918-24-296			CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	00650		
Project Name	Allen-Shared Use Path Over Rowlett Creek			<i>AFA Not Used For Research & Development</i>	

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116292 (MO) dated August 30, 2022 awarding funding for TASA projects in the TASA Program Call of the North Central Texas Council of Governments, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated {enter date of resolution}, which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

- A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.
- B. Period of Performance.
 - 1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
 - 2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

- A. The scope of work for Project consists of the construction of new segments of shared-use paths and shared-use bridges along and over Rowlett Creek from existing terminus at McDermott Drive to existing Bluebonnet Trail at US 75 in the City of Allen.
- B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated development cost of the Project is shown in Attachment B, Project Budget Estimate and Source of Funds (Attachment B).

- A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training

TxDOT:				Federal Highway Administration:	
CCSJ #	0918-24-296	AFA ID	Z00006305	CFDA No.	20.205
AFA CSJs	0918-24-296			CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	00650		
Project Name	Allen-Shared Use Path Over Rowlett Creek			<i>AFA Not Used For Research & Development</i>	

certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The total estimated project cost as shown in Attachment B includes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.
- C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.
- E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.
- F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).
- G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment

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unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

- I. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State's estimated construction oversight and construction cost.
- J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.
- K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.
- M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.
- N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- P. State will not pay interest on any funds provided by Local Government.
- Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.

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- R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- S. If Local government is an Economically Disadvantaged County (EDC) and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

- A. This Agreement may be terminated by any of the following conditions:
 1. By mutual written consent and agreement of all parties;
 2. By any party with 90 days written notice; or
 3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government’s proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;
- D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State’s cost accounting system and with 2 CFR Part 200 recapture requirements.
- E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
 1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.
 2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
 3. Local Government withdraws from participation in Project.
 4. State determines that federal funding may be lost due to Project not being implemented and completed.
 5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.

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- 6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
- 7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.
- F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government’s failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State’s discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State’s request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

8. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The **Local Government** is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- B. Local Government is responsible for the cost of any environmental problem’s mitigation and remediation. These costs will not be reimbursed or credited towards Local Government’s financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.

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- C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.
- D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

- A. Architectural and engineering services for preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements.
- B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior’s Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State’s applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials’ (“AASHTO”) publications, “A Policy on Geometric Design of Highways and Streets” and “Guide for the Development of Bicycle Facilities,” as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT’s Bridge Design Manual and AASHTO’s Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.
- C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.
- D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the

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work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

- A. The **Local Government** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
- B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.
- C. All contract change order review and approval procedures must be approved by State prior to start of construction.
- D. If the Local Government is the responsible party, the State must review and approve change orders.
- E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.
- F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.
- G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

- A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project

for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for

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the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

- B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.
- D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

- A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.
- B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.
- D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of

Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans.

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Local Government shall be responsible for securing any additional real property required for completion of Project.

- E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.
- F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
- G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.
- H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
- I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
- J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement

must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

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- K. Local Government shall execute individually or produce a legal document as necessary to provide for Project’s continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State’s Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project’s continued use and upkeep.
- M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

- A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.
- B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a “Loss Payee” should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Allen ATTN: City Manager 305 Century Parkway Allen, Texas 75013	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

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Texas Department of Transportation
ATTN: Director of Advance Transportation Planning
4777 East U.S. Highway 80
Mesquite, Texas 75150-6643

All invoicing, payment, and project inquiries must include the following information:

County: Collin
Local Government: City of Allen
CSJ No.: 0918-24-296
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Highway or Roadway: Various

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

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20. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement’s subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government’s procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including

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employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

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- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise (“DBE”) Program requirements established in 49 CFR Part 26.
- B. Local Government shall adopt, in its totality, State’s federally approved DBE program.
- C. Local Government shall set an appropriate DBE goal consistent with State’s DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. Local Government shall follow all other parts of State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business

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Enterprise by Entity, and attachments found at web address:

http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

- E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).
- F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: “The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.”

28. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.” By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory’s knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an

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employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. Local Government agrees that it shall:
 - 1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://sam.gov/SAM/pages/public/index.jsf>
 - 2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
 - 3. Report the total compensation and names of its top five executives to State if:
 - a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

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- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.*
- D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

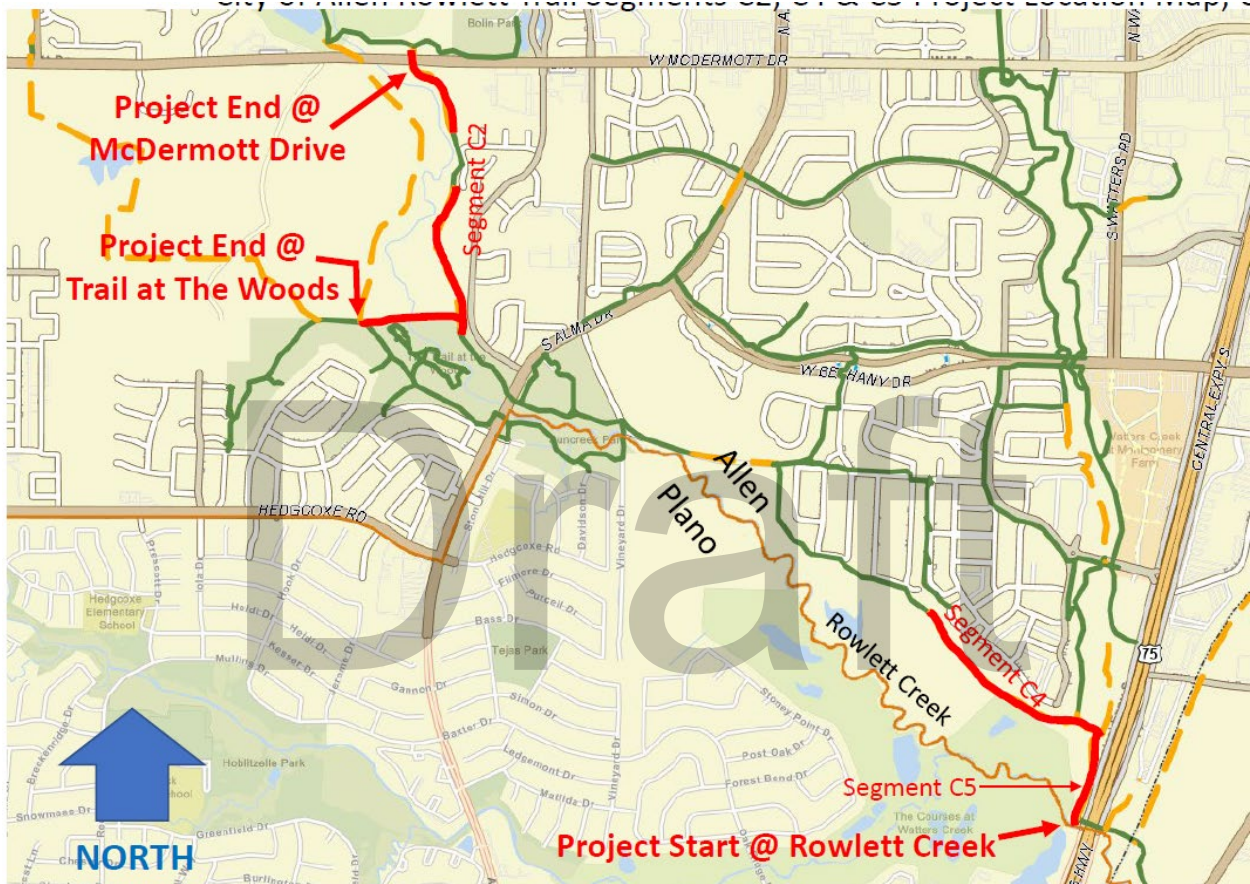
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Kenneth Stewart	Eric Ellwanger
Typed or Printed Name	Typed or Printed Name
Director of Contract Services	City Manager
Typed or Printed Title	Typed or Printed Title
Date	Date

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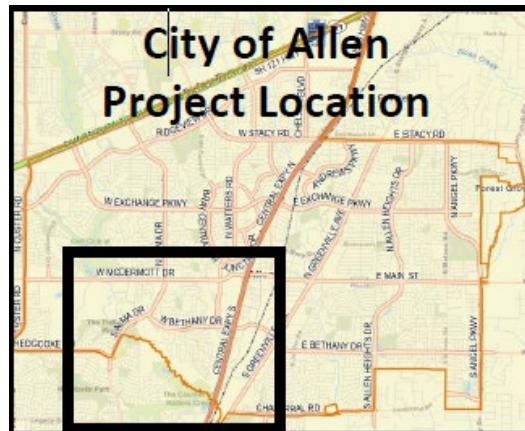
**ATTACHMENT A
PROJECT LOCATION MAP**



Legend

Existing Trails in Allen

Rowlett Trail segments C2, C4 & C5



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ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS
 LG Performs PE Work or Hires Consultant / LG Lets Project for Construction

Work Performed by Local Government ("LG")							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on projects where applicable		State Participation Includes authorized EDC amounts		Local Government Participation Includes authorized EDC reduction	
		%	Cost	%	Cost	%	Cost
Planning/Maps/Education/Non-CST	\$0	0%	\$0	0%	\$0	0%	\$0
Preliminary Engineering	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost	\$3,920,000.00						
Construction Engineering Cost	\$						
Eligible In-Kind Contribution Value	\$						
Total Construction Value (sum of construction cost and in-kind value)	\$3,920,000	80%	\$3,136,000	0%	\$0	20%	\$784,000
Work by LG Subtotal	\$3,920,000		\$3,136,000		\$0		\$784,000
Work Performed by the State (Local Participation paid up front by LG to TxDOT)							
Preliminary Engineering ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way ³	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities ²	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost ²	\$						
Eligible In-Kind Contribution Value	\$	0%	\$0	0%	\$0	0%	\$0

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Total Construction Value (sum of construction cost and in-kind value)							
Work by State Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on projects where applicable		State Participation Includes authorized EDC amount ¹		Local Government (LG) Participation Includes authorized EDC reduction	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering ¹	\$20,000	0%	\$0	0%	\$0	100%	\$20,000
Environmental Cost ¹	\$20,000	0%	\$0	0%	\$0	100%	\$20,000
Right of Way ¹	\$20,000	0%	\$0	0%	\$0	100%	\$20,000
Utilities ¹	\$20,000	0%	\$0	0%	\$0	100%	\$20,000
Construction ²	\$80,000	80%	\$64,000	0%	\$0	20%	\$16,000
Direct State Costs Subtotal	\$160,000		\$64,000		\$0		\$96,000
Indirect State Cost – 4.73%	\$185,416		\$0	100%	\$185,416		\$0
TOTAL PARTICIPATION	\$4,265,416		\$3,200,000		\$185,416		\$880,000
In-kind Contribution Credit Applied						0%	\$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							\$0

- The estimated total participation by Local Government is \$880,000, plus 100% of overruns.
- Total estimated payment by Local Government to State is \$96,000.
- ¹Local Government's first payment of \$80,000 is due to State within 30 days from execution of this contract.
- ²Local Government's second payment of \$16,000 is due to State within 60 days prior to the Construction contract being advertised for bids.
- ³If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- The local match must be 20% or greater and may include eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.

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- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are \$3,200,000.

Draft

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**ATTACHMENT C
RESOLUTION OF LOCAL GOVERNMENT**

Draft

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

- AGENDA DATE:** September 12, 2023
- AGENDA CAPTION:** Adopt a Resolution authorizing the City Manager to execute an Interlocal Agreement with the Allen Independent School District regarding the School Resource Officer Program.
- STAFF RESOURCE:** Brian E. Harvey, Chief of Police
Kyle Taliaferro, Deputy Chief of Police
- PREVIOUS COUNCIL ACTION:** July 14, 2018, City Council approved Resolution 3595-7-18(R) approving the terms and conditions of an interlocal agreement with the Allen Independent School District relating to the School Resource Officer Program.
- STRATEGIC PLANNING GOAL:** Safe and Livable Community for All.

BACKGROUND

For more than twenty-five years, the Allen Police Department has provided School Resource Officers to the Allen Independent School District. During this time, the program and number of officers have grown to meet the needs of the district, call for service/incidents at the schools, and address changes in the laws. This is the second Interlocal Agreement between the entities, as the one in 2018 was originally authorized for five years. There were several modifications to the original Inter-local Agreement. This agreement between the Allen Independent School District and the City of Allen defines terms and costs associated with the School Resource Officer Program for one year and expires on September 1, 2024.

The Interlocal Agreement clearly defines each entity's role in the agreement, expectations of service to be provided, current staffing levels, funding responsibilities, and other terms of service.

BUDGETARY IMPACT

City and AISD agree to jointly fund the SROP Program Fee in accordance with the terms set forth in the agreement. AISD shall pay the City the total sum of \$1,344,938 for the services rendered. This payment is 55% of the City's cost(s) for providing fifteen (15) SROs to AISD.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to adopt Resolution No. _____ authorizing the City Manager to execute an Interlocal Agreement between the City of Allen and the Allen Independent School District regarding the School Resource Officer Program.

ATTACHMENT(S)

Resolution
Interlocal Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT WITH THE ALLEN INDEPENDENT SCHOOL DISTRICT RELATING TO THE SCHOOL RESOURCE OFFICER PROGRAM; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Allen, Texas, has been presented a proposed Interlocal Agreement by and between the City of Allen, Texas, and the Allen Independent School District, a copy of which is held in the City Secretary’s Office and herein called “Agreement,” relating to the school resource officer program; and,

WHEREAS, upon full review and consideration of the Agreement, and all matters related thereto, the City Council finds that the terms and conditions thereof are found to be acceptable and in the best interests of the City of Allen and its citizens.

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

SECTION 1. The Agreement is hereby approved, and the City Manager is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Allen, substantially according to the terms and conditions set forth hereto.

SECTION 2. This Resolution shall take effect immediately from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 12TH DAY OF SEPTEMBER 2023.

APPROVED:

Baine Brooks, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

STATE OF TEXAS § **INTERLOCAL COOPERATION**
 § **AGREEMENT**
COUNTY OF COLLIN § **FOR SRO PROGRAM**

SCHOOL RESOURCE OFFICERS PROGRAM

This Interlocal Cooperation Agreement for School Resource Officers Program (“Agreement”) is made by and between the City of Allen, Texas (“City”) and Allen Independent School District (“AISD”), (individually as the “Party” or collectively as the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (“Act”) provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act; and

WHEREAS, AISD and the City have the authority to enter into this Agreement under the Act; and

WHEREAS, it is mutually beneficial for the Parties to enter into an agreement which establishes the duties, assignments, responsibilities, and obligations of the school resource officers, the City, and AISD; and

WHEREAS, the City of Allen Police Department (“Department”) presently provides peace officers as designated school resource officers (“SROs”) to AISD through the School Resource Officer Program (“SROP”); and

WHEREAS, AISD desires to continue to use Department peace officers at AISD campuses and facilities for the SROP; and

WHEREAS, the City and AISD desire for a proactive police presence to be visible throughout campuses, near entrances, in hallways, and in other areas where students congregate, particularly during arrival, dismissal, during passing periods, and during lunch time for the safety of students; and

NOW THEREFORE, in consideration of the mutual promises and benefits contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I
Purpose

The purpose of the SROP is to bring the Parties together in a cooperative effort to reduce and prevent school-related violence and crimes committed by juveniles and young-adults. The

SROP will operate in conjunction with AISD to maintain safe, secure and orderly learning environments for students, teachers and staff. The SROs will not be school officials for any purpose under this Agreement but may provide informal counseling for students and parents concerning problems they face as well as providing information on community resources available to them. To this end, the Parties have adopted the following primary objectives of the SROP:

- (a) Provide enhanced safety for students, faculty, staff, and others;
- (b) Reduce incidents of school violence;
- (c) Reduce criminal offenses committed by juveniles and young adults;
- (d) Establish rapport with students;
- (e) Establish rapport with parents, faculty, staff, administrators, and others;
- (f) Create, start, and expand programs with vision and creativity to increase student participation, which will benefit the students, school district, police department, and the community.

Article II **Term**

2.1 **Term.** The Term of this Agreement is for one (1) year, commencing on the Effective Date of this Agreement (“Term”) and ending on September 1, 2024

2.2 **Termination.** Either Party may terminate this Agreement, with or without cause, by giving the other Party sixty (60) days prior written notice thereof. Any unpaid Program Fees incurred by AISD through the date of termination shall be paid in full to City within thirty (30) calendar days after AISD’s receipt of a final invoice from City.

Article III **The School Resource Officer Program**

3.1 **Number and Rank of Officers.** The SROP presently consists of fifteen (15) full time Department peace officers certified in the State of Texas including two supervisors with the rank of Sergeant (or higher) for the 2023-2024 school year:

Unless otherwise mutually agreed by the Parties, “full-time” as used herein shall be considered an officer working four (4) 10-hour days per week at AISD facilities, with scheduling staggered to ensure proper coverage. The City agrees to schedule full-time staffing in a manner which maximizes coverage during 4-day school/work weeks. City and its SROs are and at all times deemed to be independent contractors and shall be wholly responsible for the manner in which they determine which officers are assigned to the SROP and the way City performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between AISD and City or any of City’s agents or employees. City, its agents, and employees shall not be entitled to any rights or privileges of AISD employees and shall not be considered in any manner to be AISD employees.

3.2 **Laws Governing SRO Conduct.** The SROs shall be governed by the laws, policies, and procedures applicable to all other sworn Department peace officers and each may use his/her discretionary power while engaged in the SROP to enforcing any local, state and/or federal law,

including but not limited to all applicable laws contained in the Texas Education Code, the Family Educational Rights and Privacy Act, the Family Code, Health and Safety Code and the Penal Code.

3.3 SROs Enforcement of School Rules. SROs will generally enforce only criminal matters and will not engage in enforcement of non-criminal matters that are considered school and/or house rules at the respective AISD facilities. SROs shall not act in any manner as school disciplinarians under this Agreement.

3.4 Triad Concept. The Parties will work to utilize the SRO Triad concept for the SROP in the manner set forth by the National Association of School Resource Officers (NASRO); provided, that the SROs' primary role shall at all times be to serve as a certified peace officer for the Department.

3.5 SROs as Instructors. SROs may serve as an instructor resource to students, faculty, staff and/or other persons involved with AISD. SROs may use classroom environment type instruction as a means to build rapport between the students and the staff. SROs may also provide instruction a variety of subjects for the benefit of students and staff on relevant topics, including alcohol and drug education and other subjects related to law enforcement.

3.6 SROP Operational Supervision. The day-to-day operation and administrative control of the SROP will be the responsibility of the City of Allen Police Department. The City's Chief of Police, or his/her designee, (hereinafter the "Chief") shall meet and confer with designated AISD personnel annually to discuss SRO staff performance, and to establish mutually agreeable operational policies for the SROP; provided, nothing in this Agreement shall affect the right and responsibility of the Chief to assign, reassign, replace, discipline or otherwise supervise the activities of any individual SRO. Further, nothing in this Agreement shall require the City to provide an SRO or other police presence at any school activities or events outside of regular school hours. The SROs will at all times remain responsible for carrying out all duties and responsibilities of a certified peace police officer for the State of Texas and remain under the primary control and supervision of the Department.

3.7 Daily Supervision; SRO Supervisor. While on duty at AISD facility premises, communication regarding daily operational matters of the SROP such as daily routines and other general matters will occur directly between the SRO and the principal and/or vice principal of the AISD facility; provided, SROs may correspond directly with AISD superintendent's office personnel when required. The SROs will report to their assigned supervisor who will report to the Lieutenant over the Department's Support Services Division and/or the Chief. The SRO Supervisor's responsibilities will generally include, without limitation, the following:

- (a) Serve as the liaison between AISD personnel and the Department;
- (b) Manage work assignments of the SROs between various campuses;
- (c) Manage scheduling and work hours of the SROs, including all regular scheduling duties such as requests for leave, modifications to work schedules, extra assignments and overtime requests;
- (d) Review and approval of reports written by the SROs for school related criminal offenses;

- (e) Manage all SRO conduct and/or disciplinary matters concerning violation of the Department's General Orders, policies, rules, regulations and/or directives;
- (f) Coordinate reasonable and timely notification with the AISD Director of Safe and Secure Schools, or in the absence of the AISD Director, coordination will be with the AISD Assistant Superintendent of Operations; and
- (g) Engage and/or coordinate official law enforcement action on any criminal matter when appropriate.

3.8 SRO Assignment. Campus and staffing assignments shall be determined jointly between the Parties. When any SRO position becomes available, interested persons shall submit a memorandum to the office of the Chief, or his/her designee. The officer will then be interviewed by a board consisting of two (2) Department employees and one (1) school district employee with the final selection being made by the Chief. Selection criteria will include but will not be limited to:

- (a) Oral Presentation
- (b) Performance Reports
- (c) Experience
- (d) Interpersonal skills

3.9 SRO Duties and Responsibilities. The general duties and responsibilities of the SROs include the following:

- (a) Officers will provide a proactive presence on campus, outside the offices provided, during arrival, dismissal, passing periods and lunch time, as well as a proactive presence in hallways, common areas, and in the cafeteria during the school day;
- (b) education of teachers and students regarding the law, investigation of criminal activity on school grounds, drug prevention, and crisis intervention;
- (c) interaction with the student body, faculty, and visitors by providing the following upon request by AISD:
 - (i) education in crime prevention;
 - (ii) student awareness of drugs and crimes, and
 - (iii) an enhanced communication between the police and the student body.
- (d) assist in security efforts to provide a safe and secure environment on all assigned school facilities and take enforcement action on criminal matters when appropriate;

- (e) handle initial police offense reports of crimes committed on campus;
- (f) develop contacts with all principals on all AISD campuses and assist in providing proactive responses to any school crime problems;
- (g) provide law enforcement services to include, but not limited to, the investigation, detection and enforcement of State and local criminal laws at AISD campuses and facilities;
- (h) provide assistance for the general safety of student(s) and faculty when AISD personnel are engaged in the intervention of students for certain school rules violations, such as student intervention for failure to attend school;
- (i) provide assistance, but not perform, student or administrative searches of AISD facilities, students or personnel. Notwithstanding the foregoing, SROs may search any person in connection with his/her official law enforcement duties;
- (j) assist with traffic direction on school facilities at locations determined and agreed by the Parties to be necessary for public safety;
- (k) provide informal counseling on a limited basis to students, staff, and faculty;
- (l) wear an approved police uniform at all times or other apparel approved by the Allen Police Department;
- (m) attend school special events during school hours (or at other times approved by the SRO Supervisor), when requested and available;
- (n) attend school special events that occur outside of normal school hours such as field days and/or designated educational and/or athletic events, when requested and available;
- (o) assist on various campuses in the event the designated SRO on that AISD campus is unable to fulfill his/her duties and/or if the designated SRO request assistance; and
- (p) SROs will reasonably assist the campus with Tip411/Campus Crime Stopper program; provided an SRO Supervisor shall be immediately notified if the matter is related to Allen Police Department and/or AISD personnel. SROs will not discuss AISD personnel matters received through the Tip411/Campus Crime Stopper program.

3.10 Temporary Reassignment for Public Emergencies. The Parties understand that the City retains the right to temporarily reassign any SRO, immediately and without notice to any

person, when the Department makes a determination that the SRO(s) services are required in responding to a city-wide or other major emergency, provided, however, the SRO supervisor shall notify the Director of Safe and Secure Schools as soon as reasonably practical. The Department will notify AISD as soon as reasonably practicable should the SROs need to be reassigned to patrol under this Section 3.10. AISD will further be advised of any temporary non-emergency reassignments.

3.11 Information Sharing. The Parties desire to openly share any and all information relevant to the SROP or the official law enforcement duties of the SROs during the Term of this Agreement. Accordingly, the Parties expressly agree that:

- (a) the Department will share with AISD all information to the extent permitted by law related to any party for whose safety Department knows AISD is responsible, and all information pertinent to investigation; provided, however, Department shall not be required to share information which, in the sole judgment and discretion of the Chief of Police, may impede an ongoing investigation, the apprehension of suspects or suspects, or the ability to obtain an indictment or conviction of a suspect or defendant, or which, if shared, would itself result in endangering person or property. Any information shared by the Department with AISD shall be treated as confidential and, except for release to other necessary law enforcement entities, released to third parties only when required by law (including, but not limited to, pursuant to requests made pursuant to the Texas Public Information Act) or when authorized in writing by the Chief of Police; and
- (b) AISD will share all information to the extent permitted by law that is needed to assist the Department in furthering an investigation of suspected or known criminal activity. In the event that educational records or personally identifiable information (as defined by the Family Education Rights and Privacy Act [FERPA] 20 USC 1232g, et seq.), is provided to an SRO, the Department agrees not to disclose such information to any other party, other than necessary law enforcement entities, without prior consent of the parent, or as otherwise required by law. If a student is involved in illegal activity regardless whether school is in session, AISD and the SRO, and vice versa, will, to the greatest extent permitted by law, share this information.
- (c) AISD will provide City inter-operability to the AISD radio communications system. AISD will be solely responsible for all costs associated with the City's access to AISD's radio communications system, including any patch(es), hardware and/or software required for the City's inter-operability to the AISD radio communications system. City shall be responsible for all other costs associated with any radio equipment owned by the City that will be used to access AISD's radio system.
- (d) AISD will further provide Department personnel unrestricted shared access to AISD's entire security camera system through the APD dispatch center and/or Department vehicles, to the extent such technology is reasonably

available for vehicles: (1) with prior AISD consent during large student events (e.g., football games); and, (2) without prior AISD notification or consent in the event of an emergency situation involving an active shooter or disaster, in which the Department has determined immediate action by law enforcement is necessary to protect and/or respond to a threat of imminent harm or injury to any person on AISD property. AISD will provide formal training annually for Department personnel covering access, use and operation of the security camera system.

- (e) The Parties shall meet twice annually, once during the fall semester and once during the spring semester to review and revise communication procedures.

3.12 Office Space and Supplies. AISD shall furnish and be solely responsible for the cost associated with suitable office space and equipment that includes a telephone, AISD computer, internet connection, AISD cellular phone and a physical location for files, records and/or tangible things which can properly be locked and secured for the use by the SRO. All office space and equipment provided by AISD for the SROP shall be sufficient to meet all applicable CIJS standards (e.g., a key controlled office accessible only by authorized personnel).

3.13 The District will permit SROs assigned under this Agreement to request an inter-district transfer for their children to attend the District’s schools pursuant to District Board of Trustees’ (“Board”) Policy FDA (LOCAL). Any SRO submitting a request under this provision will be required to independently acknowledge he/she is a City of Allen employee and not a full-time employee of the District, and enrollment of their student is permitted only during the time the SRO is assigned to the District under this Agreement. For non-resident / out-of-district students of SROs under this provision, the provisions in Board Policy FDA (LOCAL) regarding transfers to other campuses within the District, application timelines, placement, continued enrollment, availability of space and instructional space, the student’s disciplinary history and attendance records, revocation of transfer, and appeals will apply.

Article IV
Financial Obligations

4.1 Joint Funding. City and AISD agree to jointly fund the SROP Program Fee in accordance with the terms set forth in this Article IV. AISD shall pay City the total sum of \$1,344,938 for the services rendered. Payments will be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. This payment is 55% of City’s cost(s) for providing fifteen (15) SRO’s to AISD. Each Party represents and covenants that its respective financial obligations and liability hereunder shall constitute operating expenses of such Party payable from funds annually budgeted and appropriated therefore, and that such expenses shall be paid only from current revenues legally available.

4.2 2023-2024 SROP Program Fee. Program Fee shall consist of the salary and all other City employee benefits (excluding overtime and secondary employment as those terms are defined in this Article IV), plus one (1) vehicle, for each full-time police officer assigned duties as an SRO

pursuant to this Agreement (collectively the “Program Fee”).

The salary, benefits and vehicle cost for SROs shall be determined in the City’s sole discretion and subject to adjustment at any time during the Term of this Agreement, provided, however, that the Program Fee to AISD shall not be increased during the term of this Agreement.

4.3 SRO Absences and Leave. The Parties agree that AISD shall not be relieved of its obligation to pay its portion of the Program Fee in the event an SRO is absent due to leave, including, without limitation, FMLA or other federally protected leave, leave for training, court appearance, subpoena. Further, each SRO shall be permitted to take up to 120 hours of voluntary leave during school days per school year. The Parties agree that the Department will not routinely approve voluntary SRO leave in excess of five (5) consecutive days during the school year. If the total voluntary leave hours accumulated during a school year exceeds the aggregate total voluntary leave hours for all SROs (calculated by multiplying the total number of SROs by 120 voluntary leave hours or the pro-rated number of voluntary leave hours for any SRO(s) serving for less than the entire school year), AISD shall be entitled to a Program Fee refund at the end of the current school year equivalent to AISD’s proportionate actual cost for the total hours exceeding the aggregate total voluntary leave hours for all SROs during the school year, calculated as provided in this section. Duties other than SRO duties will not be the responsibility of AISD.

4.4 Secondary (off-duty) Employment and Overtime. Secondary employment is defined herein as employment offered by AISD directly to Department personnel for voluntary, off-duty, work assignments. AISD shall be responsible for entering into a separate, off-duty, job agreements with the City’s personnel for all secondary employment. The City shall not incur any costs nor be responsible for any part of such secondary employment. Overtime employment is defined herein as employment of five (5) or more Department officers by AISD for an off-duty assignment at a single location or other work outside of regular school hours. The Parties agree that routine traffic duty shall be paid as off-duty Employment (excludes graduation and football games). The Parties agree that an authorized employee of AISD will provide the Department prior written notice of any overtime employment which shall include, at a minimum, the date(s), time(s), location and total number of officers requested for each overtime assignment. The City will provide AISD an invoice for the overtime employment detailing the names of the officers, dates and overtime hours worked, purpose or activity, and the name of the AISD administrator authorizing the overtime employment. within sixty (60) days of the date the overtime was worked by the officers. AISD shall remit full payment for all overtime charges invoiced by the City pursuant to the Texas Prompt Payment Act. Notwithstanding the foregoing, off-duty law enforcement matters involving public safety, emergencies or law enforcement duties such as late calls, arrests, and reports will be compensated solely by the City.

4.5 Payment Schedule. AISD shall remit payment of its equal portion of the Program Fee in two (2) equal installments, the initial installment being payable on or before January 31st of the current AISD academic year and the second being payable on or before June 1st of the current academic year. The City Manager, or his/her designee, and the AISD Superintendent, or his/her designee, are authorized to establish the amount of the Program Fee, subject to City Council’s and AISD School Board’s appropriation of the program funding, and is further authorized to coordinate the assessment and collection of the Program Fee with duly authorized AISD personnel during the Term of this Agreement.

4.6 Training and Other Expenses. Basic training required for the SROs to maintain their qualification as a certified peace officer shall be paid by the City; provided, that AISD and the City shall share the responsibility for SRO training and AISD shall reimburse the City for seventy-five percent (75%) of all costs associated with SRO training (including associated travel costs), as mutually agreed upon, that specifically relates to the SRO's duties or obligations under the SROP. Except as otherwise provided in this Agreement, each Party will be solely responsible for all their own expenses in performing under this Agreement. All property and equipment furnished exclusively by the City for use by the SROs in carrying out the duties set forth under this Agreement shall be owned and maintained by the City. Except as otherwise provided herein, all medical expenses, wages and disability payments, pension payments, damage to equipment and clothing, expenses of travel, food and lodging shall be borne by the City.

Article V **Mutual Hold Harmless**

- 5.1 No Indemnification. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending and otherwise handling and managing liability and potential liability pursuant to this Agreement; each Party hereto reserves and does not waive any defense available at law or in equity; any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstances arising under this Agreement; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party; neither Party shall be held legally liable for any claim or cause of action arising pursuant to or out of the services provided under this Agreement, except as specifically provided by law.
- 5.2 Immunity. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to the Parties or to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.
- 5.3 Nothing in this Agreement shall be construed as conferring any rights or benefits to any third party who is not a Party to this Agreement.

Article VI **Dispute Resolution**

Should a dispute arise between the Parties regarding this Agreement or the terms contained herein, the Parties shall first attempt to resolve the dispute through direct discussions in a spirit of mutual cooperation. If such discussions fail to resolve the dispute, the Parties agree they shall submit such dispute to non-binding mediation with a mutually agreeable mediator. Said mediation shall be conducted within thirty (30) days following written notice of a demand for mediation by either Party, unless the Parties agree to a shorter or longer period, and the costs of such mediation shall be borne by the Parties equally. The purpose of this section is to reasonably ensure that the City and AISD in good faith utilize mediation before pursuing litigation. The Parties' participation in,

or the results of any mediation under this section shall not be construed as a waiver by the Parties of any rights, privileges, defenses, remedies or immunities available to the Parties as governmental entities, nor waiver of any termination provisions, expiration dates or deadlines set forth in this Agreement.

Article VII
Miscellaneous

7.1 Notice. Any notice, demand or request required or permitted to be delivered hereunder shall be deemed received when delivered in person or sent by United States mail, postage prepaid, certified mail, addressed to the Party at the address set forth below:

To AISD: Dr. Robin Bullock
Superintendent of Schools
Allen ISD
612 E. Bethany Dr.
Allen, Texas 75002

To City: Attn: Eric Ellwanger
City Manager
City of Allen
305 Century Pkwy
Allen, Texas 75013

With Copy to: Peter G. Smith
Nichols, Jackson, Dillard, Hagar & Smith, L.L.P.
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

Chad D. Timmons
Abernathy, Roeder, Boyd & Hullet, P.C.
1700 Redbud Blvd. #300
McKinney, Texas 75069

Any Party may, at any time, by written notice to the other Party, designate different or additional persons or different addresses for the getting of notices hereunder.

7.2 Legal Construction. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date of this Agreement and duly executed by both Parties.

7.3 Governing Law. The obligation and undertakings of each of the Parties to this Agreement are and shall be performed in Collin County, Texas. The validity of this Agreement and any of its terms and provisions, as well as the right and duties of the Parties, shall be governed by the laws of the State of the Texas; and any venue for any action concerning this Agreement shall be in Collin County, Texas.

7.4 Entire Agreement. This Agreement embodies the complete understanding of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the Parties and relating to the matters in this Agreement.

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

7.6 Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

7.7 Immunity. Nothing in this agreement, or any other attachment, shall be construed to affect, alter, or modify the immunity of either Party under the Texas Civil Practice and Remedies Code.

7.8 Third Parties. This Agreement does not create any third-party beneficiaries. Nothing in this Agreement, or in the Administrative Regulations, or any other attachment shall be construed to create, expand, or form a basis for liability to any third-party under any theory of law against either City or AISD unless such a basis exists independent of this Agreement under State and Federal Law.

7.9 Waiver. No waiver of a breach or any provision of the Agreement by either Party shall constitute a waiver of any subsequent breach of such provision. Failure of either Party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

7.10 Effective Date. The effective date of this Agreement shall be the date of last execution hereof.

(signature page to follow)

EXECUTED this _____ day of _____, 2023.

CITY OF ALLEN, TEXAS

By: _____
Eric Ellwanger, City Manager

ATTEST:

By: _____
Shelley B. George, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED this _____ day of _____, 2023.

ALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Robin Bullock
Superintendent of Schools

ATTEST:

By: _____
Dr. Polly Montgomery
Secretary, Allen ISD Board of Trustees

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE: September 12, 2023

AGENDA CAPTION: Adopt a Resolution authorizing the City Manager to Apply For, Accept, Reject, Alter, or Terminate a grant from the State of Texas, Office of the Governor, to fund a Digital Forensics Examiner as a sworn police officer.

STAFF RESOURCE: Brian E. Harvey, Chief of Police
Jason Erter, Lieutenant

STRATEGIC PLANNING GOAL: Safe and Livable Community for All.

BACKGROUND

The State of Texas, Office of the Governor awards grants annually for Criminal Justice and Crime Victim Services. The City of Allen Police Department intends to submit a grant application requesting funds to enhance our Criminal Investigations by having a Digital Forensics Examiner. The grant, if funded, would provide the ability to add a second Digital Forensics Examiner position to better investigate crimes that happen in or near our community. The duties of a Digital Forensics Examiner may include but are not limited to, examining various electronic devices, testifying in court, assisting other law enforcement agencies, and other duties related to law enforcement and investigations. This is a full-time sworn police officer position.

A new grant application is required for all subsequent years. Historically, grants similar to this have been funded for 3 years before the position is fully absorbed into the General Fund. This is the first grant request for this position.

BUDGETARY IMPACT

The grant application is for \$85,202. The city will cover all expenses over this amount, which could include fringe benefits, overtime, and other miscellaneous expenses. This amount should not exceed \$30,000 annually.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to adopt Resolution No. _____ authorizing the City Manager to apply for, accept, reject, alter, or terminate a grant from the State of Texas, Office of the Governor, to fund an additional Digital Forensics Examiner position.

ATTACHMENT(S)

[Resolution](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, TO APPLY FOR, ACCEPT, REJECT, ALTER, OR TERMINATE GRANT # 4781001 A GRANT FROM THE STATE OF TEXAS, OFFICE OF THE GOVERNOR, PROVIDING FUNDING FOR A DIGITAL FORENSICS EXAMINER, IF AWARDED.

WHEREAS, the City of Allen and its police department encountered hundreds of digital devices such as computers, tablets, cellular phones, and other electronics containing digital media; and

WHEREAS, the City of Allen Police Department knows that evidence of crimes that have occurred are sometimes stored on these devices; and

WHEREAS, the City of Allen Police Department believes that the addition of a Digital Forensics Examiner will lead to better criminal investigations because the resources exist to find digital evidence on the devices used by criminals; and

WHEREAS, the City of Allen Police Department has agreed to provide matching funds, cash or in-kind, for a Digital Forensics Examiner to conduct these electronic investigations, as it appears in the grant application.

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

SECTION 1. The City of Allen has agreed that in the event of loss or misuse of State of Texas, Office of the Governor Funds for the Digital Forensics Examiner Grant (application # 4781001), they will be returned to the State of Texas, Office of the Governor, Criminal Justice Division in full.

SECTION 2. That the City of Allen is committed to funding all required and applicable matching funds through cash and/or in-kind.

SECTION 3. The City Manager is hereby authorized to apply for, accept, reject, alter, or terminate a grant from the State of Texas, Office of the Governor, Criminal Justice Division to assist the City of Allen and the Allen Police Department in funding a Digital Forensics Examiner (application # 4781001).

SECTION 4. This resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Allen, and it is accordingly so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 12TH DAY OF SEPTEMBER 2023.

APPROVED:

Baine L. Brooks, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

- AGENDA DATE:** September 12, 2023
- AGENDA CAPTION:** Adopt a Resolution authorizing the City Manager to Apply For, Accept, Reject, Alter, or Terminate a one-year grant from the State of Texas, Office of the Governor, to continue funding a Mental Health Coordinator.
- STAFF RESOURCE:** Brian E. Harvey, Chief of Police
Jason Erter, Sergeant
- PREVIOUS COUNCIL ACTION:** Adopted Resolution 3890-2-22 (R) February 8, 2022
Adopted Resolution 3804-2-21(R) February 23, 2021
- STRATEGIC PLANNING GOAL:** Safe and Livable Community for All.

BACKGROUND

The State of Texas Office of the Governor accepts grants annually for Criminal Justice purposes. The Allen Police Department is submitting a grant application to provide continued funding for our Mental Health Coordinator position. This would be the third year we have requested grant funding for this position.

This is a full-time position and works with all areas of the police department to address mental health issues in our community. Every year, officers encounter more than 200 persons who are in some form of immediate crisis and may want to hurt themselves and/or others. Additionally, there are other residents in our community who struggle day-to-day with various mental health conditions.

The department's Mental Health Coordinator position serves as a valuable resource for these individuals so that they can receive the help and services they need.

BUDGETARY IMPACT

The grant application is for \$70,000. The city will cover all expenses over this amount, including fringe benefits, overtime, and other miscellaneous expenses. This amount should not exceed \$30,000 annually. This is year three of three for this grant. If awarded, after this year, the City will not pursue any additional annual grant extensions. The position will then be absorbed into the General Fund as has historically been the practice.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to adopt Resolution No. _____ authorizing the City Manager to apply for, accept, reject, alter, or terminate a one-year grant from the State of Texas, Office of the Governor to continue funding a Mental Health Coordinator position.

ATTACHMENT(S)

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, TO APPLY FOR, ACCEPT, REJECT, ALTER, OR TERMINATE GRANT # 4280403 A GRANT FROM THE STATE OF TEXAS, OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION PROVIDING FUNDING FOR A MENTAL HEALTH COORDINATOR, IF AWARDED.

WHEREAS, the City of Allen and its police department encountered more than 200 individuals who required emergency mental health detention in 2018, 2019, and 2020, along with many other individuals who were suffering from a variety of mental illnesses; and

WHEREAS, the City of Allen Police Department recognizes the impact that mental health crisis has upon the individual, families, the community, the criminal justice system, and the Department; and

WHEREAS, the City of Allen Police Department believes that the continuation of a Mental Health Coordinator will better assist the citizens and visitors of Allen and the surrounding areas who suffer from mental illness or are in a temporary mental crisis; and

WHEREAS, the City of Allen Police Department has agreed to provide matching funds, cash or in-kind, for the continuation of a Mental Health Coordinator who can better help these individuals and families, as it appears in the grant application.

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

SECTION 1. The City of Allen has agreed that in the event of loss or misuse of the State of Texas, Office of the Governor Funds for the Mental Health Coordinator Grant (application # 4280403), they will be returned to the State of Texas, Office of the Governor, Criminal Justice Division in full.

SECTION 2. The City of Allen is committed to funding all required and applicable matching funds through cash and/or in-kind.

SECTION 3. The City Manager is hereby authorized to apply for, accept, reject, alter, or terminate a grant from the State of Texas, Office of the Governor, Criminal Justice Division to assist the City of Allen and the Allen Police Department in funding a Mental Health Coordinator (application # 4280403).

SECTION 4. This resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Allen, and it is accordingly so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 12TH DAY OF SEPTEMBER 2023.

APPROVED:

Baine L. Brooks, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE: September 12, 2023

AGENDA CAPTION: Adopt a Resolution authorizing the City Manager to Apply For, Accept, Reject, Alter, or Terminate a grant from the State of Texas, Office of the Governor, to fund an additional Crime Victim Advocate position.

STAFF RESOURCE: Brian Harvey, Chief of Police
Jason Erter, Sergeant

PREVIOUS COUNCIL ACTION: February 8, 2022, City Council approved Resolution No. 3889-2-22 (R) authorizing the City Manager to accept the Crime Victim Advocate Grant from the State of Texas.

STRATEGIC PLANNING GOAL: Safe and Livable Community for All.

BACKGROUND

The State of Texas, Office of the Governor awards grants annually for Criminal Justice and Crime Victim Services. The City of Allen Police Department intends to submit a grant application requesting funds to enhance our Crime Victim Services program. The grant, if funded, would provide the ability to add a second crime victim advocate position to better serve victims of crime in the Allen community. The duties of a Crime Victim Advocate may include, but are not limited to, assisting victims of crime with compensation forms, counseling, court assistance, criminal justice system, and case development. This is a full-time position.

A new grant application is required for all subsequent years. Historically, grants similar to this have been funded for 3 years before the position is fully absorbed into the General Fund. This is year 2 of 3.

BUDGETARY IMPACT

The grant application is for \$79,478.00. The city will cover all expenses over this amount which could include fringe benefits, overtime, and other miscellaneous expenses. This amount should not exceed \$20,000 annually.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to adopt Resolution No. _____ authorizing the City Manager to apply for, accept, reject, alter, or terminate a grant from the State of Texas, Office of the Governor, to fund an additional Crime Victim Advocate position.

ATTACHMENT(S)

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, TO APPLY FOR, ACCEPT, REJECT, ALTER, OR TERMINATE GRANT # 4461302 A GRANT FROM THE STATE OF TEXAS, OFFICE OF THE GOVERNOR PROVIDING FUNDING FOR A CRIME VICTIM ADVOCATE, IF AWARDED.

WHEREAS, the City of Allen and its Police Department respond to reports of crime that involve residents, businesses, and visitors who are victims; and,

WHEREAS, the City of Allen Police Department has recognized the needs of these victims by providing advocate services to assist them through these often-time traumatic events, through the criminal court process, and with obtaining counseling services and financial aid, if needed; and,

WHEREAS, the City of Allen Police Department believes that continuation of an additional Crime Victim Advocate position will better assist the Police Department in providing better service to its residents and visitors who are victims of crime; and,

WHEREAS, the City of Allen believes that the continuation of a second Crime Victim Advocate is in the best interest of the City and its residents and visitors.

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

SECTION 1. The City of Allen has agreed that in the event of loss or misuse of State of Texas Office of the Governor Funds for the continuation Crime Victim Advocate Grant (application # 4461302), they will be returned to the State of Texas Office of the Governor in full.

SECTION 2. The City of Allen is committed to funding all required and applicable matching funds through cash and/or in-kind.

SECTION 3. The City Manager is hereby authorized to apply for, accept, reject, alter, or terminate a grant from the State of Texas, Office of the Governor to assist the City of Allen and the Allen Police Department in funding the continuation of an additional Crime Victim Advocate (application # 4461302).

SECTION 4. This resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Allen, and it is accordingly so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 12TH DAY OF SEPTEMBER 2023.

APPROVED:

Baine L. Brooks, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

- AGENDA DATE:** September 12, 2023
- AGENDA CAPTION:** Adopt a Resolution authorizing the City Manager to Apply For, Accept, Reject, Alter, or Terminate a grant from the State of Texas, Office of the Governor, Texas Homeland Security Administrative Agency to provide funding to purchase night vision equipment under the Urban Area Security Initiative (UASI) Grant Program for \$184,136.
- STAFF RESOURCE:** Brian E. Harvey, Chief of Police
Jason Erter, Lieutenant
- STRATEGIC PLANNING GOAL:** Safe and Livable Community for All.

BACKGROUND

The Urban Areas Security Initiative (UASI) Program assists high-threat, high-density Urban Areas in efforts to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. The UASI program is intended to provide financial assistance to address the unique multi-discipline planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and to assist these areas in building and sustaining capabilities to prevent, protect against, mitigate, respond to, and recover from threats or acts of terrorism using the Whole Community approach.

The Dallas/Fort Worth/Arlington urban area, along with the surrounding counties, receive funding through the State of Texas under this program. In Collin County, the Cities of Allen, McKinney, Plano, and Frisco, along with Collin County share funding to enhance programs and equipment within the program guidelines.

This is the first year the City of Allen participated in this program.

BUDGETARY IMPACT

There is no planned budgetary impact and no match for this grant. There may be minimal cost associated with additional equipment needs once the grant is awarded.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to adopt Resolution No. _____ authorizing the City Manager to apply for, accept, reject, alter, or terminate a grant from the State of Texas, Office of the Governor Texas Homeland Security Administrative Agency to provide funding to purchase night vision equipment under the Urban Area Security Initiative (UASI) Grant Program for \$184,136.

ATTACHMENT(S)

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, TO APPLY FOR, ACCEPT, REJECT, ALTER, OR TERMINATE GRANT #4892601 FROM THE STATE OF TEXAS, OFFICE OF THE GOVERNOR, TEXAS HOMELAND SECURITY STATE ADMINISTRATIVE AGENCY PROVIDING FUNDING TO PURCHASE NIGHT VISION EQUIPMENT UNDER THE URBAN AREA SECURITY INITIATIVE (UASI) GRANT IN THE AMOUNT OF \$184,136.

WHEREAS, the City of Allen, and its police department, respond to emergency calls that involve the Special Weapons and Tactics (SWAT) team; and

WHEREAS, the City of Allen Police Department must mitigate these dangerous incidents as safely as possible while minimizing injuries and loss of life; and

WHEREAS, having night vision capabilities within the police department enhances both officer and public safety; and

WHEREAS, the City of Allen agrees to all of the terms and conditions of the grant as listed in the application.

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

SECTION 1. The City of Allen has agreed that in the event of loss or misuse of grant funds designated for the purchase of night vision equipment will be returned in full to the State of Texas, Office of the Governor.

SECTION 2. The City Manager is hereby authorized to apply for, accept, reject, alter, or terminate this grant from the State of Texas, Office of the Governor to purchase night vision equipment.

SECTION 3. This resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Allen, and it is accordingly so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 12TH DAY OF SEPTEMBER 2023.

APPROVED:

Baine L. Brooks, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE:	September 12, 2023
AGENDA CAPTION:	Award bid and authorize the City Manager to execute a contract with Freese and Nichols, Inc., for the Comprehensive Plan Update for \$250,000.
STAFF RESOURCE:	Marc Kurbansade, Director of Community Development Eva Badali, Contract Administrator
STRATEGIC PLANNING GOAL:	Vibrant Community with Lively Destinations and Successful Commercial Centers.

BACKGROUND

The purpose of this item is to authorize the City Manager to execute a contract with a selected consultant in order to update the City's Comprehensive Plan. The last major update of the City's Comprehensive Plan occurred in October 2014.

Even with annual progress reports, Comprehensive Plans are typically required to be updated every 5-7 years since the assumptions that are made in the original plan become dated. For instance, when the current Plan was adopted in 2014, we could not have predicted the economic climate and resultant changes that occurred during 2020-2022. This Comprehensive Plan will reexamine current conditions and provide new long-range projections with the two main focus elements being the City's buildout horizon and the citywide coordination of other master plans.

On May 28, 2023, the City issued a Request for Proposal (RFP) inviting teams to submit responses. On June 7, 2023, a Pre-Proposal meeting was conducted and a total of 23 attendees were present, representing approximately 10 different firms. On June 22, 2023, the City received a total of seven responses to the RFP:

1. Design Workshop
2. Freese and Nichols, Inc.
3. Houseal Lavigne
4. Kimley-Horn and Associates, Inc.
5. Olsson, Inc.
6. SAFEbuilt LLC
7. Stantec

An initial evaluation of these seven respondents was conducted by a six-member team consisting of City staff. These evaluations were conducted independently using criteria outlined in the RFP, and resulted in a group of finalists to be further interviewed. Of these initial seven respondents, three teams were invited to participate in an interview:

1. Freese and Nichols, Inc.
2. Kimley-Horn and Associates, Inc.
3. Stantec

This interview panel consisted of the initial six-member team. Each consultant team was independently evaluated by the interview team. Ultimately, Freese and Nichols, Inc. was selected as the highest-scoring team.

BUDGETARY IMPACT

Funds are available in the Strategic Planning line item of the Internal Services budget for this initiative.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to authorize the City Manager to execute a contract with Freese and Nichols, Inc., for the Comprehensive Plan Update for \$250,000.

ATTACHMENT(S)

[Agreement](#)

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

This Agreement for Professional Services (“Agreement”) is made by and between the City of Allen, Texas (“City”), a Texas home rule municipality, and Freese and Nichols, Inc. (“Professional”), a Texas corporation (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist City in development of the 2024 Comprehensive Plan (the “Project”) on the terms and conditions set forth in this Agreement; and

WHEREAS, Professional desires to render services for City on the terms and conditions set forth in this Agreement.

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

Article I
Term

1.1 This Agreement shall commence on the last date of execution hereof (the “Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

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

Article II
Scope of Service

2.1 Standard of Care. Professional shall perform the services in connection with the Project as set forth in the Scope of Services. Professional shall perform the services with: (i) the professional skill and care ordinarily provided by competent architects or engineers, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and

professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect or engineer, as the case may be. If the Professional is not a licensed engineer or registered architect, the Professional shall perform the services: (i) with the skill and care ordinarily provided by similar professionals practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent professionals.

2.2 City Information. City shall, prior to commencement of services, provide Professional with the information set forth in the Scope of Services, if any.

2.3 Licenses. Professional represents to City that Professional possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Professional's services pursuant to this Agreement.

2.4 The Parties acknowledged and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgement of the Professional in accordance with the standard of care applicable by law to the services performed hereunder.

2.5 Deliverables. Upon execution of this Agreement the City has the right to use the Professional's instruments of service, including but not limited to reports, maps, cost estimates, recommendations, or other deliverables for the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's employees, agents, contractors, and subcontractors may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Professional hereunder, all deliverables, materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute, and otherwise use such deliverables, materials and reports only for those purposes for which they were intended. Subject to the foregoing, Professional shall, upon completion of the services, or earlier termination, provide the City with the deliverables, drawings, reports, maps, and materials prepared by Professional as set forth in the Scope of Services.

Article III Schedule of Work

Professional agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

Article IV Compensation and Method of Payment

4.1 Payment. Compensation for Professional's services for the Project shall be for the Basic Services on a lump sum basis in an amount not to exceed Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) (the "Fee").

4.2 Invoices. No payment to Professional shall be made until Professional has submitted a written invoice to City. Professional shall submit monthly invoices for the services rendered based on the percentage of the Project complete as of the current invoice or Professional may submit a written invoice immediately upon completion of each individual task listed in the Project Schedule. Each submitted invoice shall be accompanied by a written one-page report detailing the items completed in the corresponding invoice and the items to be completed in the following month. Professional's invoices for services shall show the names of the Professional's employees, agents and contractors performing the services, the time worked, the actual services performed, reimbursable expenses, and the total amount of Fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to City. City shall pay such invoices within thirty (30) days after receipt and City verification of the services and expenses.

4.3 Expenses. Unless otherwise provided in the Scope of Services Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

4.4 Additional Services. Compensation for additional services, if any, shall be computed based on the Schedule of Charges in Exhibit "B".

Article V Devotion of Time; Personnel; and Equipment

5.1 Devotion of Time and Personnel. Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 Engagement of Third Parties. To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. Professional shall provide written notice to and obtain written approval from City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the

total compensation to be paid Professional hereunder and shall not otherwise be reimbursed by City unless otherwise provided herein.

5.3 Professional's Facilities and Equipment. Professional shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 Progress Reports and Meetings. Professional shall submit monthly progress reports and attend monthly progress meetings scheduled by City or more frequently as may be required by City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI Miscellaneous

6.1 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.

6.2 Assignment. Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by Professional 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.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in a State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 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.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that Professional, 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 Professional pursuant to this Agreement shall be in the capacity of an independent contractor and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Right-of-Access. Professional shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. Professional will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, 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 or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City, to:

Attn: Eric Ellwanger, City Manager
City of Allen, Texas
305 Century Parkway
Allen Texas 75013

With a copy to:

Attn: Peter G. Smith, City Attorney
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201

If intended for Professional:

Attn: Wendy Bonneau
Freese and Nichols, Inc.
801 Cherry Street, Suite 2800
Fort Worth, Texas 76102

6.10 Insurance.

- (a) During the term of this Agreement, Professional shall maintain in full force and effect the following insurance: (i) a commercial general liability policy of insurance for bodily injury, death and property damage including the property of City, its officers, contractors, agents and employees (collectively referred to as the "City") insuring against all claims, demands or actions relating to the work and services provided by Professional pursuant to this Agreement with a minimum combined single limit of not less than \$2,000,000.00 per occurrence for injury to persons

(including death), and for property damage and \$2,000,000.00. This policy shall be primary to any policy or policies carried by or available to City; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00; and (iv) Professional Liability with policy limit of not less than \$1,000,000.00 per claim and \$2,000,000,00 aggregate, covering negligent acts, errors and omissions by Professional, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement.

- (b) All insurance shall be endorsed to provide the following provisions: (1) name City, its council, officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to City that indicates the insurance company will provide to City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, Professional shall provide at least thirty (30) days prior written notice to City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. All policies must be written on a primary basis, noncontributory with any insurance coverage and/or self-insurance maintained by City.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service..
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to City prior to commencement of services. On every date of renewal of the required insurance policies, Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to City. In addition, Professional shall within ten (10) business days after written request provide City with certificates of insurance and policy endorsements for the insurance required herein.

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury

under the laws of the United States, certifies that neither Professional nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.

- (b) If, during the term of this Agreement, Professional becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, Professional shall immediately inform City.
- (c) For agreements that are financed by Federal or State grants, Professional agrees that this section will be enforced on each of its subcontractors and will inform City of any violations of this section by subcontractors to the Agreement.
- (d) The certification in this section is a material representation of fact relied upon by City in entering into this Agreement.

6.12 Indemnification. PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, TO THE EXTENT CAUSED BY OR RESULTING FROM PROFESSIONAL'S NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY PROFESSIONAL, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH PROFESSIONAL EXERCISES CONTROL. INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO PROFESSIONAL'S LIABILITY. PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 Counterparts. This Agreement may be executed by the Parties 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.

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

6.14 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

- (a) Professional verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Professional verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Professional verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Professional is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

(Signature Page to Follow)

SIGNED AND AGREED this _____ day of _____, 2023.

CITY OF ALLEN, TEXAS

By: _____
Eric Ellwanger, City Manager

ATTEST:

Shelley George, City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

SIGNED AND AGREED this 5th day of September, 2023.

FRESE AND NICHOLS, INC.

By: Wendy Bonneau
Wendy Bonneau

EXHIBIT "A"
SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

ARTICLE I

BASIC SERVICES: PROFESSIONAL shall render the following professional services in connection with the development of the Project:

PROJECT UNDERSTANDING:

The City is engaging PROFESSIONAL to prepare a Comprehensive Plan consistent with standards, procedures, and best management practices in Texas. The project planning area will encompass the existing Allen city limits and extraterritorial jurisdiction (ETJ) as identified by the City. The Comprehensive Plan will begin with defining a Vision Statement and Goals to set the stage for the rest of the Project.

SCOPE OF SERVICES:

PHASE ONE: COMPREHENSIVE PLAN

Task 1: Project Initiation and Project Management

1. Project Management
Perform general project management and control project quality, progress, and budget for the scoped period of completion, including the PROFESSIONAL's monthly reporting and invoicing requirements, monthly status meetings with the City, and similar efforts.

Deliverables:

- Monthly one-page project status reports
- Monthly virtual project management meetings

Task 2: Comprehensive Plan Engagement and Meetings for Phase 1

1. Staff Initiation Conference Call (1 meeting, totaling 1 hour)

A conference call or virtual meeting with City staff will take place at the beginning of the Project to familiarize all parties with the scope, project schedule, project kickoff, data request needs, and timing, invoicing, communication, key staff, and other significant considerations.

2. Public Involvement Plan (PIP)

PROFESSIONAL will coordinate with the City's project manager to develop a Public Involvement Plan (PIP). The PIP should take advantage of new and existing technologies to make it easy for the public to access information and promote participation by all segments of the community.

3. Kickoff Meeting (Virtual)

Attend one (1) kickoff meeting with the City Staff, including the Planning and Development and Marketing and Community Outreach teams. The purpose of the meeting will be to build upon discussions of the staff initiation conference call.

4. Joint Planning & Zoning Commission and City Council Workshop (1 meeting)

To begin the project, PROFESSIONAL will conduct a City Council Workshop to explain the intent, purpose, and importance of the Comprehensive Plan, explain how other cities use the Plan, and protocol for outlining successful long-term planning within the city. The planning process, public input plan, scope, schedule, and milestones will be clearly outlined. The community snapshot will be presented, and goals will be identified.

5. Department Directors Meeting (1 meeting, 4 hours)

PROFESSIONAL will meet with the City's Department Directors to discuss how the comprehensive plan will incorporate the existing plans for the community. This meeting will allow the PROFESSIONAL team to understand specific department priorities and identify previously agreed upon focus areas.

6. Comprehensive Plan Advisory Committee (CPAC) Meetings (5 meetings, 2 hours each)

The City Council will select a group of 10-12 stakeholders to serve as the CPAC. CPAC Meetings will allow for the review of key components of the Plan in detail, explore possible scenarios, debrief public participation efforts, and receive direction on Plan issues and topics. Such sessions will include an agenda, any necessary maps and handouts for review, and drafts of key tasks for review and comment. A total of five (5) meetings are included in Phase 1.

7. Communitywide Events (3 Events)

Communitywide events are designed to present recent draft materials and solicit feedback from the community. Three (3) events will be held during the process to identify issues and opportunities and gather feedback from citizens on the Comprehensive Plan. These events are intended to be in-person but will be supplemented with an online component, as established in the Public Involvement Plan.

8. City Council Check-In Meeting (1 meeting, 2 hours)

Receive input from and give updates to the City Council at one (1) City Council check-in during the process. One input meeting will be held at the midpoint update.

9. Adoption Meetings (2 meetings, 4 hours each)

Attend two (2) adoption meetings, with one (1) meeting each of the Planning and Zoning Commission and the City Council.

10. Interactive Project Website, Virtual Engagement, and Project Brand (1 website, 1 project brand, 1 survey)

- a. Coordinate with City Staff to create an interactive project website using the City's current CitizenLab engagement platform that supports integrated community engagement tools, such as virtual idea walls for brainstorming, interactive mapping for geographic feedback, virtual town halls and open houses, feature-rich online surveys, and participatory budgeting in a seamless platform supportive of desktop and mobile access.
- b. Develop at least one (1) non-scientific online community survey with the assistance of the City during the course of the Project.
- c. Establish branding for use throughout the planning process and on all documents.

Deliverables:

- Project website with described capabilities
- Meetings, events, and engagements, and their associated support materials, as described
- Summaries of each engagement activity consolidated as an appendix to the Plan

Summary of Meetings and Trips for Phase 1:

- Based on the Scope of Services, the PROFESSIONAL will attend the following meetings:
 - One (1) Kickoff Meeting (Virtual)
 - One (1) Joint Planning & Zoning Commission and City Council Workshop
 - One (1) Department Directors Meeting
 - Five (5) CPAC Meetings
 - Three (3) Communitywide Events
 - One (1) City Council Check-In
 - Two (2) Adoption Meetings (One (1) Planning and Zoning Commission and One (1) City Council)
- Based on the Scope of Services, PROFESSIONAL will conduct thirteen (13) in person meetings for the project.

Task 3: Chapter 1 Community Snapshot

1. Community Snapshot
 - a. Study the historical timeline of the City, including major events impacting the physical development of the community.
 - b. Analyze and describe the historical population and related growth trends and patterns.

- c. Explain patterns and impacts of demographic information collected. Demographic data will be based upon the most recent U.S. Census American Community Survey or ESRI data available at the time Notice to Proceed is given by the City.

2. Planning Context

The following are elements to be documented in order to establish the planning context:

- a. Review and describe past and ongoing planning efforts conducted by the City.
- b. Evaluate and describe applicable regional initiatives.
- c. Conduct and provide a physical features assessment, including topography, floodplains, developed/undeveloped land, natural features, sensitive environmental areas, and other physical implications that impact growth and development.

Deliverables:

- Draft introduction and community snapshot plan element, with the following sub-deliverables:
 - Baseline analysis includes development history, historical population trends, and a demographic profile
 - Physical features analysis of the City and ETJ
 - Significant data and trends evolving from or revealed by the COVID-19 pandemic

Task 4: Chapter 2 Vision Statement and Guiding Principles

1. Community Vision Development

Developing a communitywide vision statement and associated guiding principles to further detail and explain the vision statement will require two meetings. The first meeting will focus on developing and reaching a consensus on the vision statement. The second meeting will develop a set of guiding principles derived from the terms and concepts contained in the vision statement. The guiding principles will serve to provide the needed detail regarding what the community values and how it wants to define its future.

The community vision (i.e., the vision statement and guiding principles) needs to be established at the beginning of the planning process to lay the foundation for plan recommendations. Therefore, the City Council will serve as the group responsible for developing this task. There is a two-step process. The first step is to have a meeting with the City Council devoted to only creating a vision statement for the community. The vision statement will capture the Council's idea of what the City should ultimately develop into when it is built out. The second step is to take the key terms from the vision statement and develop guiding principles that explain in greater detail the values of the City. These guiding principles will be overarching value statements that will apply across the Comprehensive Plan's topics and goals.

2. Vision Statement

Develop a vision statement based on a visioning session with City Council and an understanding of existing community trends and constraints. One (1) visioning meeting will be held with the City Council to develop the elements of the vision statement and related guiding principles.

3. Guiding Principles

Develop guiding principles based on analysis, community input, and feedback received at the beginning of the process. One (1) visioning refinement meeting will be held with the City Council to finalize the vision statement and related guiding principles.

Deliverables:

- Draft vision plan element containing the vision statement and guiding principles.

Task 5: Chapter 3 Draft Land Use, Development, and Scenario Planning

1. Existing Land Use Analysis

Assess the land use characteristics of the City, including:

- Analysis of types of land use (color-coded by category) and quantified by acres.
- Discussion of existing development patterns and land use relationships, both opportunities and constraints.

2. Future Land Use Plan

Develop a future land use plan that will take into account existing land use information, neighborhood compatibility, current zoning regulations, economic development strategies, past development patterns, infill and redevelopment opportunities, and integrate them into a graphic depiction of the community's future. The Plan and its associated map will consider the following:

- Location of future residential, nonresidential, mixed uses, open space and institutional land uses along with associated intensities.
- Location of natural and building environment characteristics of the City to promote conservation, appropriate use and protection of both natural and cultural resources that should be considered when making future development decisions.
- Location of future land uses along major transportation and transit corridors along with associated intensities.
- Economic productivity through development and redevelopment strategies.

- e. Compatibility of adjacent uses and contexts to provide transitions and buffering.

3. Population Patterns

Develop new projected growth rate and population projections for the City based upon historical growth patterns and future growth considerations, derived from PROFESSIONAL expertise and other professional sources, such as the Texas Water Development Board and the Regional Transportation Council of the North Central Texas Council of Governments.

4. Scenario Planning

Model multiple scenarios of development patterns using Urban Footprint or other, similar software, identify degrees of change and character guidelines for specific growth areas, and develop potential modulations for scenarios based on physical constraints and legislative changes. Issues to be considered in specific scenarios will include, but are not limited to:

- a. Water use
- b. Walkability and density
- c. Greenhouse Gas (GHG) emissions
- d. Retail spending trends
- e. Catalytic redevelopment opportunities

Deliverables:

- Draft land use and development plan elements as described, including goals, objectives, and actions.
 - Analysis of existing land uses, with an associated map
 - Future Land Use Map (designed to inform impact fee land use assumptions)
 - Population projections (designed to inform impact fee land use assumptions)
 - Build out scenario maps

Task 6: Chapter 4 Transportation & Infrastructure

Transportation and Infrastructure are important elements of the Comprehensive Plan. However, the transportation network is generally set, and infrastructure plans are being done by others. PROFESSIONAL will fold in existing and on-going plans from the City for the purposes of this exercise. Transportation and other infrastructure needs raised during the process not already addressed in other plans will be incorporated in the implementation plan.

Deliverables:

- Review of existing transportation and water and wastewater masterplans
- Analyze the compatibility of water and wastewater masterplans with the future land use plan's desired outcomes

Task 7: Chapter 5 Community Character and Health

This chapter is intended to address and update the existing community Character, Design, Health, and Safety element of the current Comprehensive Plan. PROFESSIONAL envisions this chapter as a key component in connecting the other planning elements together building the web of relationships between them.

1. PROFESSIONAL will develop updates or develop policies that address urban design, community gateways, community image, and integration of major roadway corridors. These policies will be designed to help create places that work holistically to foster community image and desirability and to maintain and enhance the overall quality of life.
2. PROFESSIONAL will develop updates or develop policies that address health and safety elements of the current Comprehensive Plan.

Deliverables:

- Draft Community Character and Health element as described, and supporting narrative including goals, objectives, and policy actions. Sub-deliverables include:
 - Commercial frontage design guidelines
 - Entryway design/branding elements
 - Pedestrian and street design enhancements
 - Landscaping, screening, and buffering techniques
 - Signage guidelines

Task 8: Chapter 6 Housing and Neighborhoods

The cornerstone of a livable community lies within its neighborhoods and community buildings. This chapter will evaluate and develop recommendations to protect and enhance existing neighborhoods and encourage the quality design of new ones.

1. Housing recommendations will include a discussion of the infrastructure necessary to support additional housing units in various forms and densities. Business climate and economics, along with the inherent relationships between economic development, workforce opportunity and complete neighborhoods, will be considered.
2. PROFESSIONAL will examine existing housing conditions, identify infill opportunities, discuss a variety of successful housing strategies and neighborhood stabilization programs, and perform service characterization and leveling to align services to community expectations in a fiscally prudent way.
3. Housing discussions will involve observed gaps in quality, quantity, and diversity of housing options, focusing on pragmatic solutions tailored to Allen's circumstances. PROFESSIONAL will likewise examine planning trends for relevance to Allen, such as:
 - a. Compact development
 - b. Traditional neighborhood design
 - c. Neighborhood interconnectivity and access to opportunity and the creation and support of healthy communities
 - d. Integration with mixed-use

Deliverables:

- A Housing & Neighborhoods chapter, including recommendations focused on:
 - Redevelopment,
 - Variety, and
 - Preservation.

Task 9: Chapter 7 Economic and Fiscal Impact

1. Review existing economic development studies, market reports, and plans completed by the City and Allen Economic Development Corporation.
2. Conduct a market assessment to establish a baseline of statistical information (ex. employment trends, sales tax collections, commuting patterns, daytime population, and real estate activity) that describes the current economic state of Allen. The datasets will be used to evaluate the opportunities and barriers to investment – both residential and commercial. Property valuations will be based on 2023 county appraisal values.
3. Perform a business sector analysis that considers the appropriateness of different target industries locating in different geographic regions of the City.
4. Highlight strategies to bridge the gap between current market demand, long-term desired or aspirational goals of the community, and financial resources required to accelerate preferred development if the market is not yet aligned.
5. Evaluate the fiscal impact of the future land use plan by estimating incremental general fund tax revenue that will be captured over the next 10 to 20 years. This will be a high-level assessment that forecasts general fund revenues as well as costs for major future land use categories. This assessment will help identify tax gaps and which future land uses to encourage.
6. Identify up to three (3) neighborhoods (including both commercial and residential components for each neighborhood) to compare city general fund revenue generation to cost of service and identify development scenario types that change the cost of service compared to the revenue generated.
7. Economic Development recommendations and findings will take into consideration the City's position within the regional competitive economic development environment as well as important locations and nodes (ex. downtown and corridors).

Deliverables:

- Draft economic resiliency plan element as described, including goals, objectives, and actions
- Draft Fiscal Impact Analysis for various scenario plans

Task 10: Chapter 8 Draft Implementation

Provide an implementation plan structured into a coordinated action program. The implementation plan will outline priorities in a matrix format, primarily by:

1. Reviewing the various policies and related recommendations from each plan element.
2. Dividing the policies and related recommendations into applicable implementation techniques/actions, such as regulatory actions, programs, and intergovernmental partnerships, to create an overall Action Plan.
3. Prioritizing the implementation techniques/actions into appropriate time periods.
4. Establishing appropriate metrics from which to gauge the effectiveness of the strategies implemented and progress toward full plan implementation.

Deliverables:

- Draft implementation plan element as described, with sub-deliverables as follows:
 - An action plan matrix reflecting a comprehensive list of plan recommendations, categorized, and organized appropriately for usability, prioritization, and lead agencies/departments
 - Measurable metrics for accountability back to the community, from which the Plan implementation can demonstrate effectiveness and progress towards the vision

Task 11: Preparation of Final Documents

1. Draft Report
 - a. Individual draft plan elements will be sent throughout the planning process. The City will consolidate comments from staff, CPAC and others and provide one set of consolidated comments per plan element to the PROFESSIONAL within two (2) weeks of submission.
 - b. Prepare a draft Comprehensive Plan Report (Draft 1) that will document the planning process and aforementioned tasks. The draft will be provided to the City, CPAC and other parties the City wishes to include for review and comments. The City will consolidate comments from staff, CPAC and others on Draft 1, and provide one set of consolidated comments within two (2) weeks of submission. PROFESSIONAL will schedule a comment review meeting to clarify any comments.
 - c. Prepare a revised draft Comprehensive Plan Report (Draft 2) to address the comments and revisions from Draft 1. This draft will serve as the draft for approval consideration by the Planning and Zoning Commission and City Council.
2. Final Report and Deliverables
 - a. Produce an "as adopted" final report for approval by City Council incorporating any changes made during the adoption process.

- b. Provide deliverable in digital format (PDF), including both text and mapping, such that it will be easily reproducible. Electronic files of the final Comprehensive Plan will be provided to the City. The Plan will be prepared in Microsoft Word.

3. Plan Mapping

All mapping created will use ESRI's ArcGIS software and other necessary rendering software. It is assumed the City will provide all necessary base mapping data in compatible electronic format in order to generate the necessary mapping.

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by PROFESSIONAL, if authorized by City, which are not included in the above-described basic services, are described as follows:

- A. Printing and binding of documents in addition to those identified in ARTICLE I will be billed in accordance with the Professional standard rates. PROFESSIONAL, following a request for assistance from the City, will prepare an estimate for approval by the City prior to initiating work.
- B. Revising drawings or other report documents when such revisions are 1) not consistent with approvals or instructions previously given by City or 2) due to other causes not solely within the control of PROFESSIONAL.
- C. Meeting or trips in excess of the number of meetings included in Article I for coordination meetings, public meetings, or other activities. Additional meetings requested by the City in excess of those included in Article I will be billed hourly in accordance with the rates outlined in Attachment CO.
- D. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications, including MPO applications.
- E. Preparing detailed concept alignments for new roadways, related outreach, and stakeholder engagement.
- F. Preparing data and reports for assistance to City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- G. Revisions, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- H. Providing basic or additional services on an accelerated time schedule. This includes cost for overtime wages of employees and PROFESSIONALS, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the City.

- I. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- J. Providing document revisions in excess of those outlined in Article I.

ARTICLE III

TIME OF COMPLETION: PROFESSIONAL is authorized to commence work on the Project on January 1, 2024, and agrees to complete the above scope of services in agreement with the items shown on PROJECT SCHEDULE.

If PROFESSIONAL's services are delayed through no fault of PROFESSIONAL, PROFESSIONAL shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to PROFESSIONAL, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and will be based upon Professional standard rates.

ARTICLE IV

RESPONSIBILITIES OF City: City shall perform the following in a timely manner so as not to delay the services of PROFESSIONAL:

- A. Provide meeting space and coordinate equipment needs, room set up, and logistics for meetings outlined in Article I.
- B. Provide information from all previous and current studies and projects (as available) that may affect the outcome of the Plan. This information will be provided in digital format when possible and available.
- C. Provide the most recently updated digital base map and aerial imagery of the planning area for use during the comprehensive plan preparation process. These files will be in the form of GIS file types native to ESRI ArcGIS.
- D. Contact meeting invitees for stakeholder and public meeting(s). This includes email, mail, newsletter, or other forms of notification.
- E. Examine and provide prompt feedback on all submittals, draft reports, sketches, drawings, and other documents presented by PROFESSIONAL within a reasonable time so as not to delay the services of PROFESSIONAL. City comments should be consolidated with clear and concise edits, preferably typed for legibility.
- F. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to PROFESSIONAL's services for the Project.

G. Arrange for access to and make all provisions for PROFESSIONAL to enter upon public and private property as required for PROFESSIONAL to perform services under this Agreement.

H. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

DESIGNATED REPRESENTATIVES: PROFESSIONAL designates the following representatives:

PROFESSIONAL's Project Representative	Name: Wilson Kerr
	E-mail: Wilson.Kerr@freese.com
	Phone: 214-217-2374

PROFESSIONAL's Accounting Representative	Name: Stephanie Kirchstein
	E-mail: Stephanie.Kirchstein@freese.com
	Phone: 214-217-2212

EXHIBIT "B"

PROJECT SCHEDULE

Schedule: Allen 2024 Comprehensive Plan Update

Item #	Item or Meeting Objective	Month											
		8	9	10	11	12	1	2	3	4	5	6	7
Phase 1: Comprehensive Plan													
Project Kickoff													
1	Staff Initiation Conference Call												
2	Public Involvement Plan (PIP) Development - Prior to Kickoff Meeting												
3	Kickoff Meeting (Virtual)												
4	Website Launch and Continuous Operation												
Chapter 1: Community Snapshot													
5	City Staff email FNI GIS files and any other documents to begin drafting the plan update.												
6	FNI prepares and emails draft of Community Snapshot Chapter to City Staff.												
Chapter 2: Vision Statement and Guiding Principles (Council Visioning Element)													
7	Joint Planning & Zoning Commission and City Council Workshop												
8	Department Directors Meeting: Incorporation of Existing Plans												
9	FNI prepares and emails draft of the Vision Statement and Guiding Principles to City Staff.												
10	FNI prepares and emails updated of the Vision Statement and Guiding Principles to City Staff.												
11	2 Communitywide Events: Present and feedback on Vision Statement and Guiding Principles												
Chapter 3: Land Use, Development and Growth Management Chapter													
12	FNI prepares and emails draft of the Land Use Chapter to City Staff.												
13	CPAC Meeting: Review and Revise Draft Future Land Use Chapter												
14	FNI prepares and emails the updated Land Use Chapter to City Staff.												
Chapter 4: Transportation & Infrastructure Chapter													
15	FNI prepares and emails draft of the Transportation and Infrastructure Chapter to City Staff.												
16	CPAC Meeting: Review and Revise Draft Transportation & Infrastructure Chapter												
17	FNI prepares and emails the updated Transportation & Infrastructure Chapter to City Staff.												
Chapter 5: Community Character and Health													
23	FNI prepares and emails draft of the Community Character and Health Chapter to City Staff.												
25	FNI prepares and emails the updated Community Character and Health Chapter to City Staff.												
Chapter 6: Housing and Neighborhoods													
26	FNI prepares and emails draft of the Housing and Neighborhoods Chapter to City Staff.												
27	CPAC Meeting: Review and Revise Draft Chapters 5 & 6												
28	FNI prepares and emails the updated Housing and Neighborhoods Chapter to City Staff.												
29	Communitywide Event: Present and feedback on Overall Plan												
Chapter 7: Economic and Fiscal Impact													
18	FNI prepares and emails draft of the Economic and Fiscal Impact Chapter to City Staff.												
19	CPAC Meeting: Review and Revise Draft Economic and Fiscal Impact Plan Chapter												
20	FNI prepares and emails the updated Economic and Fiscal Impact Chapter to City Staff.												
22	City Council Check-In Meeting: Present Project Update to Council.												
Chapter 8: Implementation													
31	FNI prepares and emails draft of the Implementation Chapter to City Staff.												
32	CPAC Meeting: Review and Revise Draft Implementation Chapter												
33	FNI prepares and emails the updated Implementation Chapter to City Staff.												
Final Documentation and Adoption													
34	FNI prepares and emails complete draft of the Comprehensive Plan to City Staff.												
37	FNI prepares and emails the updated Comprehensive Plan to City Staff.												
38	Public Hearings: P&Z and City Council hold public hearings and consider action.												

EXHIBIT “C”

COMPENSATION

ATTACHMENT CO

Compensation to FNI for Basic Services in Exhibit A shall be the lump sum of Two Hundred Fifty Thousand Dollars (\$250,000).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Exhibit A, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Position	Hourly Rate	
	Min	Max
Professional 1	91	160
Professional 2	117	182
Professional 3	130	286
Professional 4	150	329
Professional 5	212	368
Professional 6	231	433
Construction Manager 1	108	147
Construction Manager 2	114	182
Construction Manager 3	137	186
Construction Manager 4	163	231
Construction Manager 5	195	273
Construction Manager 6	260	322
Construction Representative 1	75	82
Construction Representative 2	95	108
Construction Representative 3	121	173
Construction Representative 4	121	173
CAD Technician/Designer 1	82	111
CAD Technician/Designer 2	98	179
CAD Technician/Designer 3	140	228
Corporate Project Support 1	69	143
Corporate Project Support 2	78	202
Corporate Project Support 3	98	296
Intern / Coop	52	88

Rates for In-House Services and Equipment

Mileage	Bulk Printing and Reproduction		Equipment	
Standard IRS Rates		B&W	Color	
	Small Format (per copy)	\$0.10	\$0.25	Valve Crew Vehicle (hour) \$75
Technology Charge	Large Format (per sq. ft.)			Pressure Data Logger (each) \$200
\$8.50 per hour	Bond	\$0.25	\$0.75	Water Quality Meter (per day) \$100
	Glossy / Mylar	\$0.75	\$1.25	Microscope (each) \$150
	Vinyl / Adhesive	\$1.50	\$2.00	Pressure Recorder (per day) \$100
				Ultrasonic Thickness Gauge (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Coating Inspection Kit (per day) \$275
	Binding (per binding)	\$0.25		Flushing / Ofactor (each) \$500
				Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2023.
12/08/2023

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

- AGENDA DATE:** September 12, 2023
- AGENDA CAPTION:** Authorize the City Manager to approve the purchase of materials for the 2023 Highway Safety Improvement Program for traffic signal video detection system from ITERIS and signal equipment from Consolidated Traffic Controls, Inc., for \$386,783.
- STAFF RESOURCE:** Chris Flanigan, Director of Engineering
- PREVIOUS COUNCIL ACTION:** On December 3, 2022, Council adopted Resolution 3970-12-22-R Approving Terms and Conditions of an Advance Funding Agreement (AFA) with The State of Texas Acting by and through The Texas Department of Transportation for Funding Traffic Signal Safety Improvement.
- On June 27, 2023, Council authorized the City Manager to adjust the project budget and make payment to Texas Department of Transportation in the amount of \$960,861.24 pursuant to the terms of the approved Advance Funding Agreement and Highway Safety Improvement Program (HSIP) Grant.
- On August 8, 2023, Council adopted Resolution 4013-8-23-R Authorizing the City Manager to Execute a Reimbursement Agreement with The State of Texas Acting by and through The Texas Department of Transportation for Purchase of Traffic Signal Equipment.
- STRATEGIC PLANNING GOAL:** Financially Sound and Transparent City Government.

BACKGROUND

The City of Allen is a recipient of a 2021 Highway Safety Improvement Program Grant (HSIP) through the Texas Department of Transportation. Various traffic signal equipment will be upgraded and installed by the State of Texas (TxDOT) as a part of the construction project. Some of the traffic signal equipment will be furnished by the City. The items include an audible push button system, vehicle detection camera system, traffic signal cabinet with battery backup and traffic signal controller, and additional small items. Very specific brands of traffic signal equipment are preferred by the City of Allen to keep an inventory of spare equipment and streamline operations and maintenance costs. Additionally, the traffic technicians are familiar with and properly trained in using these specific brands. Uniformity of brand allows the city to troubleshoot and repair malfunctioning devices quickly and smoothly.

The City of Allen has received approval from TXDOT to procure this equipment and seek reimbursement. The equipment will be procured using various cooperative purchasing agreements so that the best value will be obtained in accordance with state procurement law.

The City of Allen executed an agreement with TxDOT in order to reimburse the City of Allen for the purchase of this equipment. City staff will procure the equipment items and deliver them to the contractor hired by TxDOT to install them on our behalf.

The purchase of a detection system is proposed to be made through the Buyboard Cooperative Purchasing System (Ref #695-23) from ITERIS for some of the signalized intersections. The purchase of traffic signal controllers, battery backup, traffic signal cabinets, and pedestrian push button systems are proposed to be made through the Houston-Galveston Area Council (H-GAC) (Contract # PE-05-21).

BUDGETARY IMPACT

GO Bond Engineering (3666510-6901) and Non Bond Engineering will be used to purchase these items. TXDOT will reimburse the City of Allen no more than \$380,000 upon the completion of the project.

CIP Project #ST2206

Name of Vendor	Cost of Equipment
Consolidated Traffic Control, Inc (CTC)	\$ 198,553
ITERIS	\$ 188,230
Total Cost*	\$ 386,783

* \$350,807 will be reimbursed by the Texas Department of Transportation under the terms of the reimbursement agreement approved by the Allen City Council last month in support of the Highway Safety Improvement Program grant awarded to the city.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to authorize the City Manager to approve the purchase of materials for the 2023 Highway Safety Improvement Program for a traffic signal video detection system from ITERIS and signal equipment from Consolidated Traffic Control for \$386,783.

ATTACHMENT(S)

- [Quote ITERIS](#)
- [Quote CTC](#)
- [Location Map](#)



Kirk Barnes
 1700 Carnegie Ave. Suite 100
 Santa Ana, CA 92705-5551
 Phone: (979) 571-6120 Fax: (979) 731-1264
 email: kebab@iteris.com, web site: www.iteris.com

EQUIPMENT QUOTATION

Quote #: 080723-2

Agency: City of Allen
 Project Name: Various



September 5, 2023

Fac or email Purchase Orders to: Marilyn Holden, (949) 270-9441, mdh@iteris.com, please include quote number on your purchase order

Quote Terms: Net 30 days, subject to credit approval and Iteris Standard Terms & Conditions unless negotiated in writing with Iteris, Inc. prior to purchase.

Prices are valid for 120 days from the date of quote unless extended in writing.

This quotation and any resulting order are subject to Iteris' Roadway Sensor Products Standard Terms and Conditions of Sale attached hereto or available at <http://www.iteris.com/RS-Std-TC.pdf>, which are incorporated herein by this reference.

FOB Destination, freight included, does not include insurance. Equipment from this quote may only be installed in the State of Texas.

Part Number	Description	Qty	Unit	Unit Price	Ext. Price
Alma Dr-Hedgecoxe Rd					
MON-10LCD-SL	10" Color Monitor,	1	ea	\$510.00	\$510.00
CAT5E-Shld-Cbl-Shireen	Shielded Cat 5E 1000' spool	1	ea	\$385.00	\$385.00
VECTOR-NEXT SENSOR	Iteris Hybrid Vector/Next Sensor	4	ea	\$4,000.00	\$16,000.00
NEXT CCU-SM4-TS2	Next Shelf Mount CCU-TS2, 4 Channel , and ship kit	1	ea	\$8,990.00	\$8,990.00
					\$25,885.00
Alma Dr-Comanche Dr					
MON-10LCD-SL	10" Color Monitor,	1	ea	\$510.00	\$510.00
CAT5E-Shld-Cbl-Shireen	Shielded Cat 5E 1000' spool	1	ea	\$385.00	\$385.00
NEXT-CAM-PAK	Iteris Next WDR Camera	2	ea	\$1,315.00	\$2,630.00
VECTOR-NEXT SENSOR	Iteris Hybrid Vector/Next Sensor	2	ea	\$4,000.00	\$8,000.00
NEXT CCU-SM4-TS2	Next Shelf Mount CCU-TS2, 4 Channel , and ship kit	1	ea	\$8,990.00	\$8,990.00
AS-0175-74-120-PNC	Camera Bracket with 120" cable	2		\$210.00	\$420.00
					\$20,935.00
Exchange Pkwy-Andrews Pkwy					
MON-10LCD-SL	10" Color Monitor,	1	ea	\$510.00	\$510.00
CAT5E-Shld-Cbl-Shireen	Shielded Cat 5E 1000' spool	1	ea	\$385.00	\$385.00
VECTOR-NEXT SENSOR	Iteris Hybrid Vector/Next Sensor	3	ea	\$4,000.00	\$12,000.00
NEXT CCU-SM4-TS2	Next Shelf Mount CCU-TS2, 4 Channel , and ship kit	1	ea	\$8,990.00	\$8,990.00
					\$21,885.00
Greenville Ave-Ridgemont Dr					
MON-10LCD-SL	10" Color Monitor,	1	ea	\$510.00	\$510.00
CAT5E-Shld-Cbl-Shireen	Shielded Cat 5E 1000' spool	1	ea	\$385.00	\$385.00
NEXT-CAM-PAK	Iteris Next WDR Camera	2	ea	\$1,315.00	\$2,630.00
VECTOR-NEXT SENSOR	Iteris Hybrid Vector/Next Sensor	2	ea	\$4,000.00	\$8,000.00
NEXT CCU-SM4-TS2	Next Shelf Mount CCU-TS2, 4 Channel , and ship kit	1	ea	\$8,990.00	\$8,990.00
AS-0175-74-120-PNC	Camera Bracket with 120" cable	2		\$210.00	\$420.00
					\$20,935.00
Hedgecoxe Rd-Dutchess Dr					
MON-10LCD-SL	10" Color Monitor,	1	ea	\$510.00	\$510.00
CAT5E-Shld-Cbl-Shireen	Shielded Cat 5E 1000' spool	1	ea	\$385.00	\$385.00
NEXT-CAM-PAK	Iteris Next WDR Camera	2	ea	\$1,315.00	\$2,630.00
VECTOR-NEXT SENSOR	Iteris Hybrid Vector/Next Sensor	2	ea	\$4,000.00	\$8,000.00
NEXT CCU-SM4-TS2	Next Shelf Mount CCU-TS2, 4 Channel , and ship kit	1	ea	\$8,990.00	\$8,990.00
AS-0175-74-120-PNC	Camera Bracket with 120" cable	2		\$210.00	\$420.00
					\$20,935.00
Main St-Allen Heights Dr					
MON-10LCD-SL	10" Color Monitor,	1	ea	\$510.00	\$510.00
CAT5E-Shld-Cbl-Shireen	Shielded Cat 5E 1000' spool	1	ea	\$385.00	\$385.00
VECTOR-NEXT SENSOR	Iteris Hybrid Vector/Next Sensor	4	ea	\$4,000.00	\$16,000.00
NEXT CCU-SM4-TS2	Next Shelf Mount CCU-TS2, 4 Channel , and ship kit	1	ea	\$8,990.00	\$8,990.00
					\$25,885.00
Stacy Rd-Andrews Pkwy					
MON-10LCD-SL	10" Color Monitor,	1	ea	\$510.00	\$510.00
CAT5E-Shld-Cbl-Shireen	Shielded Cat 5E 1000' spool	1	ea	\$385.00	\$385.00
VECTOR-NEXT SENSOR	Iteris Hybrid Vector/Next Sensor	4	ea	\$4,000.00	\$16,000.00
NEXT CCU-SM4-TS2	Next Shelf Mount CCU-TS2, 4 Channel , and ship kit	1	ea	\$8,990.00	\$8,990.00
					\$25,885.00
Stacy Rd-Chelsea Blvd					
MON-10LCD-SL	10" Color Monitor,	1	ea	\$510.00	\$510.00
CAT5E-Shld-Cbl-Shireen	Shielded Cat 5E 1000' spool	1	ea	\$385.00	\$385.00
VECTOR-NEXT SENSOR	Iteris Hybrid Vector/Next Sensor	4	ea	\$4,000.00	\$16,000.00
NEXT CCU-SM4-TS2	Next Shelf Mount CCU-TS2, 4 Channel , and ship kit	1	ea	\$8,990.00	\$8,990.00
					\$25,885.00
Turn On Assistance					
			day		
Tech Support	Iteris factory technician, technical support, 8hrs Per day As Required/Requested by Contractor		day	\$350.00	

IMPORTANT NOTES: Pricing consistent with BuyBoard Contract 695-23

SUBTOTAL	\$188,230.00
FREIGHT	\$0.00
TAX	\$0.00
DISCOUNT	\$0.00
TOTAL	\$188,230.00

Authorized Signature

HGACBuy		CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases		Contract No.:	PE-05-21	Date Prepared:	8/16/2023	
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents <u>MUST</u> be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>								
Buying Agency:	City of Allen			Contractor:	Consolidated Traffic Controls, Inc.			
Contact Person:	Asma Tuly			Prepared By:	Brandon Graham			
Phone:	214-509-4584			Phone:	800-448-8841			
Fax:				Fax:	800-448-8850			
Email:	atuly@cityofallen.org			Email:	Brandon.Graham@ctc-traffic.com			
Catalog / Price Sheet Name:	Traffic Control, Enforcement & Signal Preemption Equipment							
General Description of Product:	Traffic Control Equipment							
A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary								
Alma & Hedgecoxe								
Line Number	Quan	Description				Unit Pr	Total	
904	1	87 - ICCU-S2+SDLCCP ICCU - Shelf Model Including Hardware Kit, Power Supply and ICB and SDLC Cabinet P.				\$ 2,634.00	\$ 2,634.00	
950	8	87-iNS23TN0-Y 9X15 iNS2 APS Push Button Station Black/Yellow				\$ 477.00	\$ 3,816.00	
2079	1	M79319H 24" Split Base, Natural W/Hardware				\$ 522.00	\$ 522.00	
2203	1	M78586A 353i ATCC-HV Allen (With 8 Relays and 8 Load Switches REMOVED) IA-24CH, OA-32CH, FOTA 16				\$ 21,817.00	\$ 21,817.00	
2804	1	710011 Complete UPS w/ APC Secure UPS 1300VA/1300 W 120 VAC In/Out RM Plus Bypass Unit with 12' Harn				\$ 2,999.00	\$ 2,999.00	
2814	4	13-8A30 HEI MK 105 Amp 12V Batteries				\$ 291.00	\$ 1,164.00	
2817	1	260012 Aluminum Mounting Cabinet				\$ 1,362.00	\$ 1,362.00	
Total From Other Sheets, If Any:								
Subtotal A:							\$ 34,314.00	
B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary								
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)								
Quan	Description					Unit Pr	Total	
1	Substitut M78586A with F02 redesign Allen P44 ATC 16 Channel with Aux i/o assembly					\$ 717.00	\$ 717.00	
						\$ -	\$ -	
						\$ -	\$ -	
						\$ -	\$ -	
Total From Other Sheets, If Any:								
Subtotal B:							\$ 717.00	
Check: The total cost of Unpublished Options (Subtotal B) cannot exceed 25% of the total from Section A.						For this transaction the percentage is:	2%	
C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges								
Quan	Description					Unit Pr	Total	
						\$ -	\$ -	
						\$ -	\$ -	
Subtotal C:							\$ -	
Delivery Date:			5-6 months		D. Total Purchase Price (A+B+C):			\$ 35,031.00

HGACBuy		CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases		Contract No.:	PE-05-21	Date Prepared:	8/24/2023	
This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents <u>MUST</u> be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.								
Buying Agency:	City of Allen			Contractor:	Consolidated Traffic Controls, Inc.			
Contact Person:	Asma Tuly			Prepared By:	Brandon Graham			
Phone:	214-509-4584			Phone:	800-448-8841			
Fax:				Fax:	800-448-8850			
Email:	atuly@cityofallen.org			Email:	Brandon.Graham@ctc-traffic.com			
Catalog / Price Sheet Name:	Traffic Control, Enforcement & Signal Preemption Equipment							
General Description of Product:	Traffic Control Equipment							
A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary								
Greenville & Ridgemont								
Line Number	Quan	Description				Unit Pr	Total	
904	1	87 - ICCU-S2+SDLCCP ICCU - Shelf Model Including Hardware Kit, Power Supply and ICB and SDLC Cabinet P				\$ 2,634.00	\$ 2,634.00	
1930	1	M73101SC FLEX SHELF MOUNT CONTROLLER, CONN BOX STAND, TS2 T2				\$ 3,026.00	\$ 3,026.00	
1940	1	S-OMNI OMNI Software				\$ 1,250.00	\$ 1,250.00	
2079	1	M79319H 24" Split Base, Natural W/Hardware				\$ 522.00	\$ 522.00	
2203	1	M78586A 353i ATCC-HV Allen (With 8 Relays and 8 Load Switches REMOVED) IA-24CH, OA-32CH, FOTA 16				\$ 21,817.00	\$ 21,817.00	
2804	1	710011 Complete UPS w/ APC Secure UPS 1300VA/1300 W 120 VAC In/Out RM Plus Bypass Unit with 12' Harn				\$ 2,999.00	\$ 2,999.00	
2814	4	13-8A30 HEI MK 105 Amp 12V Batteries				\$ 291.00	\$ 1,164.00	
2817	1	260012 Aluminum Mounting Cabinet				\$ 1,362.00	\$ 1,362.00	
Total From Other Sheets, If Any:								
Subtotal A:							\$ 34,774.00	
B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary (Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)								
Quan	Description					Unit Pr	Total	
1	Substitue M78586A with F02 redesign Allen P44 ATC 16 Channel with Aux i/o assembly					\$ 717.00	\$ 717.00	
							\$ -	
							\$ -	
							\$ -	
Total From Other Sheets, If Any:								
Subtotal B:							\$ 717.00	
Check: The total cost of Unpublished Options (Subtotal B) cannot exceed 25% of the total from Section A.						For this transaction the percentage is:	2%	
C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges								
Quan	Description					Unit Pr	Total	
							\$ -	
							\$ -	
Subtotal C:							\$ -	
Delivery Date:			5-6 months		D. Total Purchase Price (A+B+C):			\$ 35,491.00

HGACBuy		CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases		Contract No.:	PE-05-21	Date Prepared:	8/16/2023	
This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents <u>MUST</u> be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.								
Buying Agency:	City of Allen			Contractor:	Consolidated Traffic Controls, Inc.			
Contact Person:	Asma Tuly			Prepared By:	Brandon Graham			
Phone:	214-509-4584			Phone:	800-448-8841			
Fax:				Fax:	800-448-8850			
Email:	atuly@cityofallen.org			Email:	Brandon.Graham@ctc-traffic.com			
Catalog / Price Sheet Name:	Traffic Control, Enforcement & Signal Preemption Equipment							
General Description of Product:	Traffic Control Equipment							
A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary								
Hedgecoxe & Duchess								
Line Number	Quan	Description				Unit Pr	Total	
904	1	87 - ICCU-S2+SDLCCP ICCU - Shelf Model Including Hardware Kit, Power Supply and ICB and SDLC Cabinet P.				\$ 2,634.00	\$ 2,634.00	
950	6	87-INS23TN0-Y 9X15 iNS2 APS Push Button Station Black/Yellow				\$ 477.00	\$ 2,862.00	
2079	1	M79319H 24" Split Base, Natural W/Hardware				\$ 522.00	\$ 522.00	
2203	1	M78586A 353i ATCC-HV Allen (With 8 Relays and 8 Load Switches REMOVED) IA-24CH, OA-32CH, FOTA 16				\$ 21,817.00	\$ 21,817.00	
2804	1	710011 Complete UPS w/ APC Secure UPS 1300VA/1300 W 120 VAC In/Out RM Plus Bypass Unit with 12' Harn				\$ 2,999.00	\$ 2,999.00	
2814	4	13-8A30 HEI MK 105 Amp 12V Batteries				\$ 291.00	\$ 1,164.00	
2817	1	260012 Aluminum Mounting Cabinet				\$ 1,362.00	\$ 1,362.00	
Total From Other Sheets, If Any:								
Subtotal A:							\$ 33,360.00	
B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary (Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)								
Quan	Description					Unit Pr	Total	
1	Substitut M78586A with F02 redesign Allen P44 ATC 16 Channel with Aux i/o assembly					\$ 717.00	\$ 717.00	
						\$ -	\$ -	
						\$ -	\$ -	
						\$ -	\$ -	
Total From Other Sheets, If Any:								
Subtotal B:							\$ 717.00	
Check: The total cost of Unpublished Options (Subtotal B) cannot exceed 25% of the total from Section A.						For this transaction the percentage is:	2%	
C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges								
Quan	Description					Unit Pr	Total	
						\$ -	\$ -	
						\$ -	\$ -	
Subtotal C:							\$ -	
Delivery Date:			5-6 months		D. Total Purchase Price (A+B+C):			\$ 34,077.00

HGACBuy		CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases		Contract No.:	PE-05-21	Date Prepared:	8/21/2023	
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents <u>MUST</u> be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>								
Buying Agency:	City of Allen			Contractor:	Consolidated Traffic Controls, Inc.			
Contact Person:	Asma Tuly			Prepared By:	Brandon Graham			
Phone:	214-509-4584			Phone:	800-448-8841			
Fax:				Fax:	800-448-8850			
Email:	atuly@cityofallen.org			Email:	Brandon.Graham@ctc-traffic.com			
Catalog / Price Sheet Name:	Traffic Control, Enforcement & Signal Preemption Equipment							
General Description of Product:	Traffic Control Equipment							
A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary								
Main & Allen Heights								
Line Number	Quan	Description				Unit Pr	Total	
904	1	87 - ICCU-S2+SDLCCP ICCU - Shelf Model Including Hardware Kit, Power Supply and ICB and SDLC Cabinet P.				\$ 2,634.00	\$ 2,634.00	
951	8	87-iNS23TN0-B 9X15 iNS2 APS Push Button Station Black/Black				\$ 477.00	\$ 3,816.00	
2079	1	M79319H 24" Split Base, Natural W/Hardware				\$ 522.00	\$ 522.00	
2203	1	M78586A 353i ATCC-HV Allen (With 8 Relays and 8 Load Switches REMOVED) IA-24CH, OA-32CH, FOTA 16				\$ 21,817.00	\$ 21,817.00	
2804	1	710011 Complete UPS w/ APC Secure UPS 1300VA/1300 W 120 VAC In/Out RM Plus Bypass Unit with 12' Harn				\$ 2,999.00	\$ 2,999.00	
2814	4	13-8A30 HEI MK 105 Amp 12V Batteries				\$ 291.00	\$ 1,164.00	
2817	1	260012 Aluminum Mounting Cabinet				\$ 1,362.00	\$ 1,362.00	
Total From Other Sheets, If Any:								
Subtotal A:							\$ 34,314.00	
B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary								
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)								
Quan	Description					Unit Pr	Total	
1	Substitut M78586A with F02 redesign Allen P44 ATC 16 Channel with Aux i/o assembly					\$ 717.00	\$ 717.00	
						\$ -	\$ -	
						\$ -	\$ -	
						\$ -	\$ -	
Total From Other Sheets, If Any:								
Subtotal B:							\$ 717.00	
Check: The total cost of Unpublished Options (Subtotal B) cannot exceed 25% of the total from Section A.						For this transaction the percentage is:	2%	
C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges								
Quan	Description					Unit Pr	Total	
						\$ -	\$ -	
						\$ -	\$ -	
Subtotal C:							\$ -	
Delivery Date:			5-6 months		D. Total Purchase Price (A+B+C):			\$ 35,031.00

HGACBuy		CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases		Contract No.:	PE-05-21	Date Prepared:	8/16/2023	
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents <u>MUST</u> be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>								
Buying Agency:	City of Allen			Contractor:	Consolidated Traffic Controls, Inc.			
Contact Person:	Asma Tuly			Prepared By:	Brandon Graham			
Phone:	214-509-4584			Phone:	800-448-8841			
Fax:				Fax:	800-448-8850			
Email:	atuly@cityofallen.org			Email:	Brandon.Graham@ctc-traffic.com			
Catalog / Price Sheet Name:	Traffic Control, Enforcement & Signal Preemption Equipment							
General Description of Product:	Traffic Control Equipment							
A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary								
Stacy & Andrews								
Line Number	Quan	Description				Unit Pr	Total	
904	1	87 - ICCU-S2+SDLCCP ICCU - Shelf Model Including Hardware Kit, Power Supply and ICB and SDLC Cabinet P.				\$ 2,634.00	\$ 2,634.00	
950	8	87-iNS23TN0-Y 9X15 iNS2 APS Push Button Station Black/Yellow				\$ 477.00	\$ 3,816.00	
2079	1	M79319H 24" Split Base, Natural W/Hardware				\$ 522.00	\$ 522.00	
2203	1	M78586A 353i ATCC-HV Allen (With 8 Relays and 8 Load Switches REMOVED) IA-24CH, OA-32CH, FOTA 16				\$ 21,817.00	\$ 21,817.00	
2804	1	710011 Complete UPS w/ APC Secure UPS 1300VA/1300 W 120 VAC In/Out RM Plus Bypass Unit with 12' Harn				\$ 2,999.00	\$ 2,999.00	
2814	4	13-8A30 HEI MK 105 Amp 12V Batteries				\$ 291.00	\$ 1,164.00	
2817	1	260012 Aluminum Mounting Cabinet				\$ 1,362.00	\$ 1,362.00	
Total From Other Sheets, If Any:								
Subtotal A:							\$ 34,314.00	
B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary								
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)								
Quan	Description					Unit Pr	Total	
1	Substitut M78586A with F02 redesign Allen P44 ATC 16 Channel with Aux i/o assembly					\$ 717.00	\$ 717.00	
						\$ -	\$ -	
						\$ -	\$ -	
						\$ -	\$ -	
Total From Other Sheets, If Any:								
Subtotal B:							\$ 717.00	
Check: The total cost of Unpublished Options (Subtotal B) cannot exceed 25% of the total from Section A.						For this transaction the percentage is:	2%	
C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges								
Quan	Description					Unit Pr	Total	
						\$ -	\$ -	
						\$ -	\$ -	
Subtotal C:							\$ -	
Delivery Date:			5-6 months		D. Total Purchase Price (A+B+C):			\$ 35,031.00

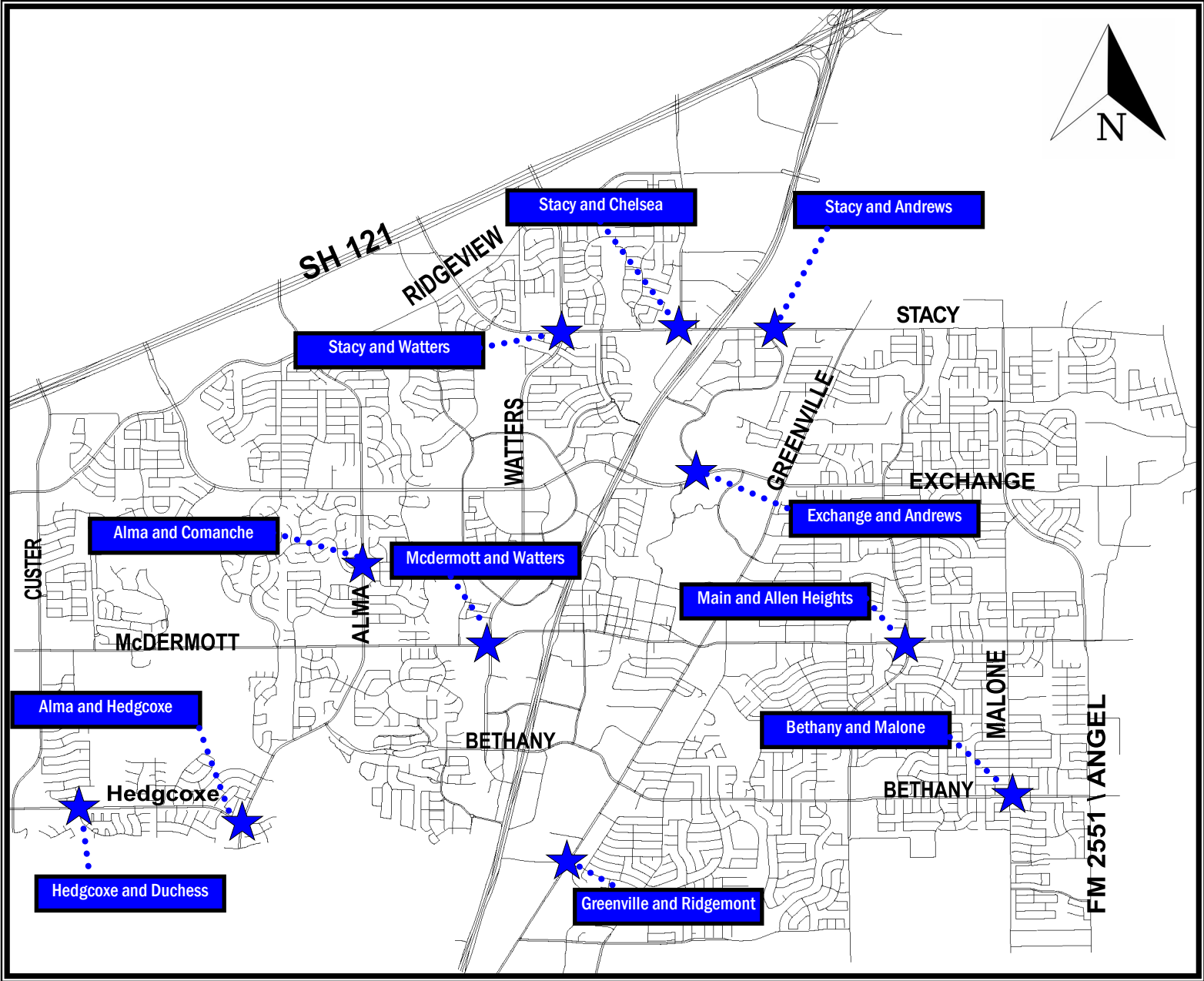
HGACBuy		CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases		Contract No.:	PE-05-21	Date Prepared:	8/21/2023
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents <u>MUST</u> be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>							
Buying Agency:	City of Allen			Contractor:	Consolidated Traffic Controls, Inc.		
Contact Person:	Asma Tuly			Prepared By:	Brandon Graham		
Phone:	214-509-4584			Phone:	800-448-8841		
Fax:				Fax:	800-448-8850		
Email:	atuly@cityofallen.org			Email:	Brandon.Graham@ctc-traffic.com		
Catalog / Price Sheet Name:	Traffic Control, Enforcement & Signal Preemption Equipment						
General Description of Product:	Traffic Control Equipment						
A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary							
Alma & Commanche							
Line Number	Quan	Description				Unit Pr	Total
904	1	87 - ICCU-S2+SDLCCP ICCU - Shelf Model Including Hardware Kit, Power Supply and ICB and SDLC Cabinet P.				\$ 2,634.00	\$ 2,634.00
951	8	87-iNS23TN0-B 9X15 iNS2 APS Push Button Station Black/Black				\$ 477.00	\$ 3,816.00
Total From Other Sheets, If Any:							
Subtotal A:						\$	6,450.00
B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary (Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)							
Quan	Description					Unit Pr	Total
						\$	-
						\$	-
						\$	-
						\$	-
Total From Other Sheets, If Any:							
Subtotal B:						\$	-
Check: The total cost of Unpublished Options (Subtotal B) cannot exceed 25% of the total from Section A.						For this transaction the percentage is:	0%
C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges							
Quan	Description					Unit Pr	Total
						\$	-
						\$	-
Subtotal C:						\$	-
Delivery Date:				5-6 months		D. Total Purchase Price (A+B+C):	
						\$	6,450.00

HGACBuy		CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases		Contract No.:	PE-05-21	Date Prepared:	8/21/2023
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents <u>MUST</u> be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>							
Buying Agency:	City of Allen			Contractor:	Consolidated Traffic Controls, Inc.		
Contact Person:	Asma Tuly			Prepared By:	Brandon Graham		
Phone:	214-509-4584			Phone:	800-448-8841		
Fax:				Fax:	800-448-8850		
Email:	atuly@cityofallen.org			Email:	Brandon.Graham@ctc-traffic.com		
Catalog / Price Sheet Name:	Traffic Control, Enforcement & Signal Preemption Equipment						
General Description of Product:	Traffic Control Equipment						
A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary							
Exchange & Andrews							
Line Number	Quan	Description				Unit Pr	Total
904	1	87 - ICCU-S2+SDLCCP ICCU - Shelf Model Including Hardware Kit, Power Supply and ICB and SDLC Cabinet P.				\$ 2,634.00	\$ 2,634.00
951	4	87-iNS23TN0-B 9X15 iNS2 APS Push Button Station Black/Black				\$ 477.00	\$ 1,908.00
						Total From Other Sheets, If Any:	
						Subtotal A:	\$ 4,542.00
B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary (Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)							
Quan	Description					Unit Pr	Total
						\$	-
						\$	-
						\$	-
						\$	-
						Total From Other Sheets, If Any:	
						Subtotal B:	\$ -
Check: The total cost of Unpublished Options (Subtotal B) cannot exceed 25% of the total from Section A.						For this transaction the percentage is:	0%
C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges							
Quan	Description					Unit Pr	Total
						\$	-
						\$	-
						Subtotal C:	\$ -
Delivery Date:				5-6 months		D. Total Purchase Price (A+B+C):	
						\$	4,542.00

HGACBuy		CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases		Contract No.:	PE-05-21	Date Prepared:	8/16/2023
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents <u>MUST</u> be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>							
Buying Agency:	City of Allen			Contractor:	Consolidated Traffic Controls, Inc.		
Contact Person:	Asma Tuly			Prepared By:	Brandon Graham		
Phone:	214-509-4584			Phone:	800-448-8841		
Fax:				Fax:	800-448-8850		
Email:	atuly@cityofallen.org			Email:	Brandon.Graham@ctc-traffic.com		
Catalog / Price Sheet Name:	Traffic Control, Enforcement & Signal Preemption Equipment						
General Description of Product:	Traffic Control Equipment						
A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary							
Mcdermott & Watters							
Line Number	Quan	Description				Unit Pr	Total
904	1	87 - ICCU-S2+SDLCCP ICCU - Shelf Model Including Hardware Kit, Power Supply and ICB and SDLC Cabinet P.				\$ 2,634.00	\$ 2,634.00
950	8	87-iNS23TN0-Y 9X15 iNS2 APS Push Button Station Black/Yellow				\$ 477.00	\$ 3,816.00
						Total From Other Sheets, If Any:	
						Subtotal A:	\$ 6,450.00
B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary (Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)							
Quan	Description					Unit Pr	Total
						\$	-
						\$	-
						\$	-
						\$	-
						Total From Other Sheets, If Any:	
						Subtotal B:	\$ -
Check: The total cost of Unpublished Options (Subtotal B) cannot exceed 25% of the total from Section A.						For this transaction the percentage is:	0%
C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges							
Quan	Description					Unit Pr	Total
						\$	-
						\$	-
						Subtotal C:	\$ -
Delivery Date:				5-6 months		D. Total Purchase Price (A+B+C):	
						\$ 6,450.00	

HGACBuy		CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases		Contract No.:	PE-05-21	Date Prepared:	8/21/2023
This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents <u>MUST</u> be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.							
Buying Agency:	City of Allen			Contractor:	Consolidated Traffic Controls, Inc.		
Contact Person:	Asma Tuly			Prepared By:	Brandon Graham		
Phone:	214-509-4584			Phone:	800-448-8841		
Fax:				Fax:	800-448-8850		
Email:	atuly@cityofallen.org			Email:	Brandon.Graham@ctc-traffic.com		
Catalog / Price Sheet Name:	Traffic Control, Enforcement & Signal Preemption Equipment						
General Description of Product:	Traffic Control Equipment						
A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary							
	-						
Line Number	Quan	Description			Unit Pr	Total	
904	1	87 - ICCU-S2+SDLCCP ICCU - Shelf Model Including Hardware Kit, Power Supply and ICB and SDLC Cabinet P.			\$ 2,634.00	\$ 2,634.00	
950	8	87-INS23TN0-Y 9X15 iNS2 APS Push Button Station Black/Yellow			\$ 477.00	\$ 3,816.00	
					Total From Other Sheets, If Any:		
					Subtotal A:		\$ 6,450.00
B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary (Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)							
Quan	Description				Unit Pr	Total	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
					Total From Other Sheets, If Any:		
					Subtotal B:		\$ -
Check: The total cost of Unpublished Options (Subtotal B) cannot exceed 25% of the total from Section A.					For this transaction the percentage is:		0%
C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges							
Quan	Description				Unit Pr	Total	
						\$ -	
						\$ -	
					Subtotal C:		\$ -
Delivery Date:			30 to 45 Days ARO		D. Total Purchase Price (A+B+C):		\$ 6,450.00

Location Map CIP # ST2206
Signal Improvement Design at
Various Locations for TXDOT HSIP Grant Project



CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE: September 12, 2023

AGENDA CAPTION: Accept required certification from the Collin Central Appraisal District Office of the 2023 Tax Year Appraisal Roll.

STAFF RESOURCE: Pete Phillis, Chief Financial Officer
Mark Davies, Assistant Chief Financial Officer

STRATEGIC PLANNING GOAL: Financially Sound and Transparent City Government.

BACKGROUND

Acceptance of the attached certifications related to the Tax Year 2023 Appraisal Roll are required by the Truth-in-Taxation Law.

BUDGETARY IMPACT

Information regarding Budgetary Impact is reflected in the City's 2023-2024 Budget Document.

STAFF RECOMMENDATION

Staff recommends the City Council accept the Tax Year 2023 Appraisal Roll.

MOTION

I make a motion to accept the 2023 Tax Year Appraisal Roll.

ATTACHMENT(S)

[2023 Certified Totals](#)

2023 CERTIFIED TOTALS

Property Count: 37,206

CAL - ALLEN CITY
ARB Approved Totals

7/21/2023

4:16:44PM

Land		Value			
Homesite:		3,949,810,127			
Non Homesite:		1,478,708,492			
Ag Market:		184,986,525			
Timber Market:		0		Total Land	(+) 5,613,505,144
Improvement		Value			
Homesite:		12,733,184,471			
Non Homesite:		5,187,481,931		Total Improvements	(+) 17,920,666,402
Non Real		Count	Value		
Personal Property:		3,317	1,183,092,961		
Mineral Property:		0	0		
Autos:		0	0	Total Non Real	(+) 1,183,092,961
				Market Value	= 24,717,264,507
Ag	Non Exempt	Exempt			
Total Productivity Market:	184,986,525	0			
Ag Use:	149,517	0		Productivity Loss	(-) 184,837,008
Timber Use:	0	0		Appraised Value	= 24,532,427,499
Productivity Loss:	184,837,008	0		Homestead Cap	(-) 2,139,379,957
				Assessed Value	= 22,393,047,542
				Total Exemptions Amount	(-) 3,038,356,645
				(Breakdown on Next Page)	
				Net Taxable	= 19,354,690,897

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
81,521,958.06 = 19,354,690,897 * (0.421200 / 100)

Calculated Estimate of Market Value: 24,717,264,507
Calculated Estimate of Taxable Value: 19,354,690,897

2023 CERTIFIED TOTALS

Property Count: 37,206

CAL - ALLEN CITY
ARB Approved Totals

7/21/2023

4:17:10PM

Exemption Breakdown

Exemption	Count	Local	State	Total
AB	4	20,951,836	0	20,951,836
DP	367	8,491,500	0	8,491,500
DV1	91	0	672,000	672,000
DV1S	3	0	15,000	15,000
DV2	82	0	682,500	682,500
DV2S	2	0	7,500	7,500
DV3	67	0	566,000	566,000
DV3S	2	0	20,000	20,000
DV4	218	0	1,740,000	1,740,000
DV4S	20	0	124,080	124,080
DVHS	217	0	106,850,639	106,850,639
DVHSS	16	0	6,216,281	6,216,281
EX-XG	1	0	229,896	229,896
EX-XI	2	0	40,500	40,500
EX-XJ	2	0	51,380	51,380
EX-XL	3	0	633,901	633,901
EX-XV	949	0	1,711,418,608	1,711,418,608
EX366	592	0	546,101	546,101
FR	18	176,739,783	0	176,739,783
HS	23,094	656,849,142	0	656,849,142
LVE	65	71,417,820	0	71,417,820
MASSS	1	0	507,956	507,956
OV65	5,575	270,816,689	0	270,816,689
OV65S	33	1,565,000	0	1,565,000
PC	12	466,099	0	466,099
PPV	1	10,380	0	10,380
SO	53	726,054	0	726,054
Totals		1,208,034,303	1,830,322,342	3,038,356,645

2023 CERTIFIED TOTALS

Property Count: 967
 CAL - ALLEN CITY
 Under ARB Review Totals

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Land		Value			
Homesite:		143,854,255			
Non Homesite:		2,404,305			
Ag Market:		0			
Timber Market:		0		Total Land	(+) 146,258,560
Improvement		Value			
Homesite:		489,822,327			
Non Homesite:		269,556		Total Improvements	(+) 490,091,883
Non Real		Count	Value		
Personal Property:		9	23,013,762		
Mineral Property:		0	0		
Autos:		0	0	Total Non Real	(+) 23,013,762
				Market Value	= 659,364,205
Ag		Non Exempt	Exempt		
Total Productivity Market:		0	0		
Ag Use:		0	0	Productivity Loss	(-) 0
Timber Use:		0	0	Appraised Value	= 659,364,205
Productivity Loss:		0	0	Homestead Cap	(-) 62,615,458
				Assessed Value	= 596,748,747
				Total Exemptions Amount (Breakdown on Next Page)	(-) 28,604,653
				Net Taxable	= 568,144,094

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
 2,393,022.92 = 568,144,094 * (0.421200 / 100)

Calculated Estimate of Market Value: 543,430,050
 Calculated Estimate of Taxable Value: 502,020,736

2023 CERTIFIED TOTALS

Property Count: 967

CAL - ALLEN CITY
Under ARB Review Totals

7/21/2023

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Exemption Breakdown

Exemption	Count	Local	State	Total
DP	4	100,000	0	100,000
DV1	1	0	12,000	12,000
DV2	1	0	12,000	12,000
DV4	2	0	24,000	24,000
HS	690	24,276,653	0	24,276,653
OV65	85	4,130,000	0	4,130,000
OV65S	1	50,000	0	50,000
SO	2	0	0	0
	Totals	28,556,653	48,000	28,604,653

2023 CERTIFIED TOTALS

CAL - ALLEN CITY

Property Count: 38,173

Grand Totals

7/21/2023

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Land		Value			
Homesite:		4,093,664,382			
Non Homesite:		1,481,112,797			
Ag Market:		184,986,525			
Timber Market:		0		Total Land	(+) 5,759,763,704
Improvement		Value			
Homesite:		13,223,006,798			
Non Homesite:		5,187,751,487		Total Improvements	(+) 18,410,758,285
Non Real		Count	Value		
Personal Property:		3,326	1,206,106,723		
Mineral Property:		0	0		
Autos:		0	0	Total Non Real	(+) 1,206,106,723
				Market Value	= 25,376,628,712
Ag		Non Exempt	Exempt		
Total Productivity Market:		184,986,525	0		
Ag Use:		149,517	0	Productivity Loss	(-) 184,837,008
Timber Use:		0	0	Appraised Value	= 25,191,791,704
Productivity Loss:		184,837,008	0		
				Homestead Cap	(-) 2,201,995,415
				Assessed Value	= 22,989,796,289
				Total Exemptions Amount	(-) 3,066,961,298
				(Breakdown on Next Page)	
				Net Taxable	= 19,922,834,991

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
83,914,980.98 = 19,922,834,991 * (0.421200 / 100)

Calculated Estimate of Market Value: 25,260,694,557
Calculated Estimate of Taxable Value: 19,856,711,633

2023 CERTIFIED TOTALS

Property Count: 38,173

CAL - ALLEN CITY
Grand Totals

7/21/2023

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Exemption Breakdown

Exemption	Count	Local	State	Total
AB	4	20,951,836	0	20,951,836
DP	371	8,591,500	0	8,591,500
DV1	92	0	684,000	684,000
DV1S	3	0	15,000	15,000
DV2	83	0	694,500	694,500
DV2S	2	0	7,500	7,500
DV3	67	0	566,000	566,000
DV3S	2	0	20,000	20,000
DV4	220	0	1,764,000	1,764,000
DV4S	20	0	124,080	124,080
DVHS	217	0	106,850,639	106,850,639
DVHSS	16	0	6,216,281	6,216,281
EX-XG	1	0	229,896	229,896
EX-XI	2	0	40,500	40,500
EX-XJ	2	0	51,380	51,380
EX-XL	3	0	633,901	633,901
EX-XV	949	0	1,711,418,608	1,711,418,608
EX366	592	0	546,101	546,101
FR	18	176,739,783	0	176,739,783
HS	23,784	681,125,795	0	681,125,795
LVE	65	71,417,820	0	71,417,820
MASSS	1	0	507,956	507,956
OV65	5,660	274,946,689	0	274,946,689
OV65S	34	1,615,000	0	1,615,000
PC	12	466,099	0	466,099
PPV	1	10,380	0	10,380
SO	55	726,054	0	726,054
Totals		1,236,590,956	1,830,370,342	3,066,961,298

2023 CERTIFIED TOTALS

Property Count: 37,206

CAL - ALLEN CITY
ARB Approved Totals

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State Category Breakdown

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-Family Residential	30,763	1,953.0120	\$162,467,054	\$16,503,054,774	\$13,313,828,470
B	Multi-Family Residential	184	43.8392	\$154,814,769	\$1,719,272,595	\$1,714,542,165
C1	Vacant Lots and Tracts	386	715.2873	\$0	\$227,672,650	\$227,672,650
D1	Qualified Ag Land	51	981.9073	\$0	\$184,986,525	\$149,517
D2	Improvements on Qualified Ag Land	2		\$0	\$16,265	\$16,265
E	Rural Non-Ag Land & Imprvs	7	16.9889	\$0	\$2,637,909	\$2,464,476
F1	Commercial Real Property	850	2,402.8978	\$67,041,789	\$2,966,033,139	\$2,946,903,252
F2	Industrial and Manufacturing Real Property	12	4.3340	\$0	\$100,032,834	\$98,146,207
J2	Gas Distribution Systems	7	0.1073	\$0	\$41,161,191	\$41,161,191
J3	Electric Companies and Co-Ops	9	5.2117	\$0	\$77,265,600	\$77,265,600
J4	Telephone Companies and Co-Ops	29	2.4790	\$0	\$33,732,682	\$33,732,682
J5	Railroads	1		\$0	\$276,919	\$276,919
J7	Cable Television Companies	5		\$0	\$12,015,161	\$12,015,161
L1	Commercial Personal Property	2,609		\$2,316,054	\$865,897,512	\$688,180,091
L2	Industrial and Manufacturing Personal Property	18		\$0	\$82,246,028	\$82,084,204
O	Residential Real Property Inventory	772	346.7284	\$52,365,649	\$113,285,929	\$112,923,839
S	Special Personal Property Inventory	9		\$0	\$3,328,208	\$3,328,208
X	Totally Exempt Property	1,614	3,081.5374	\$49,764,663	\$1,784,348,586	\$0
	Totals		9,554.3303	\$488,769,978	\$24,717,264,507	\$19,354,690,897

2023 CERTIFIED TOTALS

Property Count: 967

CAL - ALLEN CITY
Under ARB Review Totals

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State Category Breakdown

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-Family Residential	932	100.5512	\$21,859,819	\$629,793,413	\$538,789,187
B	Multi-Family Residential	4	0.3243	\$0	\$1,739,886	\$1,524,001
C1	Vacant Lots and Tracts	3	9.7930	\$0	\$2,321,805	\$2,321,805
F1	Commercial Real Property	1	8.6351	\$0	\$300,889	\$300,889
L1	Commercial Personal Property	9		\$0	\$23,013,762	\$23,013,762
O	Residential Real Property Inventory	18	1.1180	\$457,463	\$2,194,450	\$2,194,450
	Totals		120.4216	\$22,317,282	\$659,364,205	\$568,144,094

2023 CERTIFIED TOTALS

CAL - ALLEN CITY

Property Count: 38,173

Grand Totals

7/21/2023

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State Category Breakdown

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-Family Residential	31,695	2,053.5632	\$184,326,873	\$17,132,848,187	\$13,852,617,657
B	Multi-Family Residential	188	44.1635	\$154,814,769	\$1,721,012,481	\$1,716,066,166
C1	Vacant Lots and Tracts	389	725.0803	\$0	\$229,994,455	\$229,994,455
D1	Qualified Ag Land	51	981.9073	\$0	\$184,986,525	\$149,517
D2	Improvements on Qualified Ag Land	2		\$0	\$16,265	\$16,265
E	Rural Non-Ag Land & Imprvs	7	16.9889	\$0	\$2,637,909	\$2,464,476
F1	Commercial Real Property	851	2,411.5329	\$67,041,789	\$2,966,334,028	\$2,947,204,141
F2	Industrial and Manufacturing Real Property	12	4.3340	\$0	\$100,032,834	\$98,146,207
J2	Gas Distribution Systems	7	0.1073	\$0	\$41,161,191	\$41,161,191
J3	Electric Companies and Co-Ops	9	5.2117	\$0	\$77,265,600	\$77,265,600
J4	Telephone Companies and Co-Ops	29	2.4790	\$0	\$33,732,682	\$33,732,682
J5	Railroads	1		\$0	\$276,919	\$276,919
J7	Cable Television Companies	5		\$0	\$12,015,161	\$12,015,161
L1	Commercial Personal Property	2,618		\$2,316,054	\$888,911,274	\$711,193,853
L2	Industrial and Manufacturing Personal Property	18		\$0	\$82,246,028	\$82,084,204
O	Residential Real Property Inventory	790	347.8464	\$52,823,112	\$115,480,379	\$115,118,289
S	Special Personal Property Inventory	9		\$0	\$3,328,208	\$3,328,208
X	Totally Exempt Property	1,614	3,081.5374	\$49,764,663	\$1,784,348,586	\$0
	Totals		9,674.7519	\$511,087,260	\$25,376,628,712	\$19,922,834,991

2023 CERTIFIED TOTALS

Property Count: 38,173

CAL - ALLEN CITY
Effective Rate Assumption

7/21/2023

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New Value

TOTAL NEW VALUE MARKET:	\$511,087,260
TOTAL NEW VALUE TAXABLE:	\$451,255,635

New Exemptions

Exemption	Description	Count		
EX-XI	11.19 Youth spiritual, mental, and physical development organiz	1	2022 Market Value	\$0
EX-XV	Other Exemptions (public, religious, charitable, and other proper	10	2022 Market Value	\$9,276,114
EX366	House Bill 366 - Under \$500	75	2022 Market Value	\$534,249
NEW ABSOLUTE EXEMPTIONS VALUE LOSS				\$9,810,363

Exemption	Description	Count	Exemption Amount
DP	Disabled Person	5	\$112,500
DV1	Disabled Veteran 10% - 29%	1	\$5,000
DV2	Disabled Veteran 30% - 49%	3	\$27,000
DV3	Disabled Veteran 50% - 69%	9	\$96,000
DV4	Disabled Veteran 70% - 100%	18	\$204,000
DVHS	100% Disabled Veteran Homestead	11	\$4,716,701
HS	General Homestead	461	\$13,509,048
OV65	Age 65 or Older	485	\$23,930,019
OV65S	Age 65 or Older Surviving Spouse	4	\$200,000
NEW PARTIAL EXEMPTIONS VALUE LOSS		997	\$42,800,268
TOTAL NEW EXEMPTIONS VALUE LOSS			\$52,610,631

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amount
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INCREASED EXEMPTIONS VALUE LOSS**TOTAL NEW/INCREASED EXEMPTIONS VALUE LOSS \$52,610,631****New Ag / Timber Exemptions****New Annexations****New Deannexations****Average Homestead Value****Category A and E**

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
23,714	\$579,010	\$121,388	\$457,622

Category A Only

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
23,713	\$578,999	\$121,388	\$457,611

Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
967	\$659,364,205.00	\$502,020,736

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE:	September 12, 2023
AGENDA CAPTION:	Authorize the purchase of a three-year maintenance package from Freeit, through the Texas Department of Information Resources, on a resilient data backup and disaster recovery platform for the data centers for \$119,952 per year, for a total of \$359,856.
STAFF RESOURCE:	Eric Matthews, Chief Information Officer
PREVIOUS COUNCIL ACTION:	On January 11, 2022, City Council approved the purchase of the resilient data backup and disaster recovery platform for the data centers with a 19-month subscription.
STRATEGIC PLANNING GOAL:	Financially Sound and Transparent City Government.

BACKGROUND

In 2019, the IT department replaced an aging tape-based backup system with a next-generation backup product called Cohesity. This hyper-converged backup product not only provided improved recovery point and recovery time objectives compared to tape, but it also evolved into the storage medium for department network file folders. Benefits include immutable backups to protect data from ransomware, multi-factor authentication for administrators to guard against hackers, and archival of long-term storage to the Microsoft cloud. In 2020, the IT department standardized on Cohesity and retired other disk storage systems. To further protect the organization's data, in 2022, an additional platform in a second data center was purchased to replicate our primary backups and network storage. This resilient platform achieved the industry standard of 3-2-1 for backup data. 3-2-1 refers to three copies of your data stored in two different storage mediums, with at least one of those being offsite. An added benefit of this resilient system is improved access to data in the case of power outages or network interruptions at our primary storage location. Investing in a resilient, modern data storage and backup platform makes the City of Allen better prepared for cyber attacks that threaten all organizations, especially local governments. Cybersecurity preparedness is a part of the City's Technology 5-year Strategic Plan. Systems like Cohesity will contribute significantly to the organization's ability to weather and respond to disasters in all forms.

This purchase will extend annual subscription maintenance for the primary and secondary data centers for an additional 36 months with annual payments. This purchase is for the maintenance of existing systems only and does not include the purchase of any new hardware or software.

BUDGETARY IMPACT

The costs associated with this item are funded through IT operating accounts in the General Fund. By receiving pricing negotiated through the Texas Department of Information Resources (Texas DIR), the City of Allen ensures that the equipment has been competitively procured. Texas DIR leverages the

cooperative buying power of the State government, local governments, and school districts in Texas and ensures the best prices for equipment and services. Local Government Code, Chapter 271.102, authorizes a local government to participate in a cooperative purchasing program with another local government or a local cooperative organization. The Texas Local Government Code permits cooperative agreements between local governments for the purchase of goods and services and satisfies the requirement of local governments to seek competitive bids for the purchase of such goods and services through supplier contracts.

Benefits to the multi-year package include the lock-in of maintenance costs at current rates. If purchased annually, the vendor expects at least a 5% increase in costs each year. This multi-year package guarantees flat maintenance costs for our existing hardware and software for the entire 36-month term, but with annual payments, which helps flatten expenditures from a budget perspective.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to purchase a three-year maintenance package from Freeit, through the Texas Department of Information Resources, on a resilient data backup and disaster recovery platform for the data centers for \$119,952 per year, for a total of \$359,856.

ATTACHMENT(S)

[Quote](#)



Contract No: DIR-CPO-4795
TAX ID#: 27-2209002
Term: NET 30
FOB: Destination

City of Allen
 Eric Matthews
 305 Century Parkway
 Allen, TX 75013
 (214) 509-4851
 ematthews@cityofallen.org

Quote Number: 125337429
Quote Date: 8/16/2023
Expiration Date: 9/15/2023

Freeit Data Solutions, Inc.
 P.O. Box 1572
 Austin, TX 78767
 PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact: Leslie Spinks
 (512) 818-9650 Leslie@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
Cohesity Renewal - Co-term with Annual Payments				
Subscription				
56	SUB-DATAPLAT-STD-2YR	Cohesity DataPlatform Standard Edition Subscription (1TB). Intelligent web-scale software for consolidating secondary data with multi-protocol access (NFS, S3 & SMB), replication, access management, monitoring, Rest API, encryp.. Serial Number: SW1680570022132 Subscription Period: 04/03/2024 - 09/08/2026	\$842.03	\$47,153.68
20	SUB-CLOUDARCHIVE-3YR	Cohesity CloudArchive Add-On Subscription (1 TB). Provides ability to archive data to supported external archive targets. Subscription per TB of data stored in supported external archive target after dedupe/compression. Serial Number: PR1599676566246	\$198.33	\$3,966.60
16	SUB-DATAPROTECT-3YR	Cohesity DataProtect Add-On Subscription (1 TB). Backup software for virtual and physical environments. Subscription per TB of backend storage used for backup. Serial Number: PR1599676565720	\$1,043.86	\$16,701.76
32	SUB-DATAPLAT-STD-3YR	Cohesity DataPlatform Standard Edition Subscription (1TB). Intelligent web-scale software for consolidating secondary data with multi-protocol access (NFS, S3 & SMB), replication, access management, monitoring, Rest API, encryp.. Serial Number: PR1599676566998 Subscription Period: 09/09/2023 - 09/08/2026	\$782.89	\$25,052.48
8	SUB-DPRT-ULARC-3YR	Cohesity DataProtect and Unlimited CloudArchive Add-On Subscription (1 TB). Backup software for virtual and physical environments with ability to archive unlimited copies of backed up data to supported external archive targets. Custo. Serial Number: SW1643413223423	\$1,371.89	\$10,975.12
64	SUB-DATAPLAT-STD-3YR	Cohesity DataPlatform Standard Edition Subscription (1TB). Intelligent web-scale software for consolidating secondary data with multi-protocol access (NFS, S3 & SMB), replication, access management, monitoring, Rest API, encryp.. Serial Number: SW1643413223464	\$791.47	\$50,654.08
22	SUB-DPRT-ULARC-3YR	Cohesity DataProtect and Unlimited CloudArchive Add-On Subscription (1 TB). Backup software for virtual and physical environments with ability to archive unlimited copies of backed up data to supported external archive targets. Custo.. Serial Number: SW1643413223485	\$1,371.89	\$30,181.58



Contract No: DIR-CPO-4795
TAX ID#: 27-2209002
Term: NET 30
FOB: Destination

City of Allen
 Eric Matthews
 305 Century Parkway
 Allen, TX 75013
 (214) 509-4851
 ematthews@cityofallen.org

Quote Number: 125337429
Quote Date: 8/16/2023
Expiration Date: 9/15/2023

Freeit Data Solutions, Inc.
 P.O. Box 1572
 Austin, TX 78767
 PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact: Leslie Spinks
 (512) 818-9650 Leslie@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
16	SUB-DPRTUPG-ULARC-3YR	Cohesity Upgrade from DataProtect to DataProtect and Unlimited CloudArchive (1 TB). Backup software for virtual and physical environments with ability to archive unlimited copies of backed up data to supported external archive target.. Serial Number: SW1643413223522	\$382.54	\$6,120.64
144	SUB-DATAPLAT-STD-3YR	Cohesity DataPlatform Standard Edition Subscription (1TB). Intelligent web-scale software for consolidating secondary data with multi-protocol access (NFS, S3 & SMB), replication, access management, monitoring, Rest API, encryp.. Serial Number: SW1643413223359	\$791.47	\$113,971.68
32	SUB-DATAPLAT-STD-3YR	Cohesity DataPlatform Standard Edition Subscription (1TB). Intelligent web-scale software for consolidating secondary data with multi-protocol access (NFS, S3 & SMB), replication, access management, monitoring, Rest API, encryp.. Serial Number: SW1643413223394 Subscription Period: 08/28/2023 - 09/08/2026	\$791.47	\$25,327.04
Support				
1	CS-P-C5036-10G-SFP-4	Premium (24x7) Support for C5036-10G-SFP-4-INFO; Subject to the Cohesity Support Maintenance Terms and Conditions. Serial Number: BDA1223CTY053	\$7,797.12	\$7,797.12
1	CS-P-C5036-10G-SFP-1	Premium (24x7) Support for C5036-10G-SFP-4-INFO; Subject to the Cohesity Support Maintenance Terms and Conditions. Serial Number: BDA1323CTY014 Support Period: 04/03/2024 - 09/08/2026	\$2,627.50	\$2,627.50
1	CS-P-C4500-SFP-2	Premium (24x7) Support for C4500-SFP-2-INFO; Subject to the Cohesity Support Maintenance Terms and Conditions. Serial Number: BAA2720CTY026 Support Period: 09/09/2023 - 09/08/2026	\$4,228.20	\$4,228.20
1	CS-P-C5066-10G-SFP-4	Premium (24x7) Support for C5066-10G-SFP-4-INFO; Subject to the Cohesity Support Maintenance Terms and Conditions. Serial Number: BDA0222CTY025	\$11,578.91	\$11,578.91
2	CS-P-C4500-SFP-NODE	Premium (24x7) Support for C4500-SFP-NODE-INFO; Subject to the Cohesity Support Maintenance Terms and Conditions. Serial Number: BAB0222EXP008, BAB0222EXP007 Support Period: 08/28/2023 - 09/08/2026	\$1,760.59	\$3,521.18

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

- AGENDA DATE:** September 12, 2023
- AGENDA CAPTION:** Authorize the annual purchase of beverages from Andrews Distributing for Parks and Recreation used for resale at Credit Union of Texas Event Center and The Courses at Watters Creek for \$151,716.
- STAFF RESOURCE:** Kate Meacham, Director, Parks and Recreation
Teresa Thomason, Assistant Director, Parks and Recreation
- PREVIOUS COUNCIL ACTION:** On September 27, 2022, City Council authorized the purchase of Annual Beverage Purchases from Andrews Distributing for Parks and Recreation Used for Resale at Credit Union of Texas Event Center and The Courses at Watters Creek for \$143,216.
- STRATEGIC PLANNING GOAL:** Vibrant Community with Lively Destinations and Successful Commercial Centers.

BACKGROUND

This is to authorize the City to purchase alcoholic beverage products for the Credit Union of Texas Event Center and The Courses at Watters Creek through Andrews Distributing. With this, there is no contractual obligation for purchase, and will only be purchased on an as-needed basis to ensure competitive pricing.

Through our Texas Alcoholic Beverage Commission (TABC) license, we are currently able to sell alcohol at both City of Allen locations. As a revenue source for both locations, we traditionally have maintained 15 - 20% cost of goods sold in our pricing strategy on alcohol.

BUDGETARY IMPACT

The projected Event Center Fund and Golf Fund expense of \$151,716 contributes to the overall projected alcohol beverage revenue of \$995,975 within a 12-month period. The purchase expense is recovered by alcoholic beverage resale at both facilities. Revenue and expenses are budgeted for and approved in the FY24 Budget.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion authorizing the annual purchase of beverages from Andrews Distributing for Parks

and Recreation used for resale at Credit Union of Texas Event Center and The Courses at Watters Creek for \$151,716.

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

- AGENDA DATE:** September 12, 2023
- AGENDA CAPTION:** Authorize the annual purchase of alcoholic beverages through FinTech.net for the Parks and Recreation Department for retail sale at the Credit Union of Texas Event Center and The Courses at Watters Creek for \$230,509.
- STAFF RESOURCE:** Kate Meacham, Director, Parks and Recreation
Teresa Thomason, Assistant Director, Parks and Recreation
- PREVIOUS COUNCIL ACTION:** On September 27, 2022, City Council authorized the City Manager to approve annual alcoholic beverage purchases through FinTech.net for the Parks and Recreation Department for retail sale at Credit Union of Texas Event Center and The Courses at Watters Creek for \$226,811.
- STRATEGIC PLANNING GOAL:** Vibrant Community with Lively Destinations and Successful Commercial Centers.

BACKGROUND

Fintech Alcohol Management (Fintech.net) is a payment processing service used by the Credit Union of Texas Event Center and The Courses at Watters Creek for all alcohol purchases. Since 2016, annual agreements with Fintech have been approved by the City Council for this service.

State Law requires payment for alcohol at the time of delivery. With our agreement with Fintech, alcohol vendors are able to deliver alcohol to both the Credit Union of Texas Event Center and The Courses at Watters Creek and, through Fintech, immediately receive payment for their deliveries. Fintech.net has been the sole payment processor for the City's alcohol payments and has not experienced any issues. If audited by the Texas Alcoholic Beverage Commission (TABC) we must produce evidence of payments at time of delivery, which Fintech is able to do.

After payment is made by Fintech to the alcohol vendor, the City issues payment to Fintech.

BUDGETARY IMPACT

The Projected Enterprise Fund Expense of \$230,509 contributes to the overall projected alcohol beverage revenue of \$995,975 within a twelve (12) month period. The purchase expense is recovered through alcoholic beverage resale at both facilities. Revenue and expenses are budgeted for in the FY24 Budget.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion authorizing the annual purchase of alcoholic beverages through FinTech.net for the Parks and Recreation Department for retail sale at the Credit Union of Texas Event Center and The Courses at Watters Creek for \$230,509.

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

- AGENDA DATE:** September 12, 2023
- AGENDA CAPTION:** Authorize the annual purchase of food & beverage products from Ben E. Keith for Parks and Recreation used for resale at the Credit Union of Texas Event Center, Stephen G. Terrell Recreation Center, and The Courses at Watters Creek for \$339,000.
- STAFF RESOURCE:** Kate Meacham, Director, Parks and Recreation
Teresa Thomason, Assistant Director, Parks and Recreation
- PREVIOUS COUNCIL ACTION:** On September 27, 2022, City Council authorized the City Manager to approve annual food & beverage purchases from Ben E. Keith for Parks and Recreation Department used for resale at Credit Union of Texas Event Center and The Courses at Watters Creek for \$349,649.
- STRATEGIC PLANNING GOAL:** Vibrant Community with Lively Destinations and Successful Commercial Centers.

BACKGROUND

Ben E. Keith is a major supplier of food and beverage products for Credit Union of Texas Event Center and The Courses at Watters Creek and will now also be for the new Stephen G. Terrell Recreation Center. Purchases are made based on retail sales volume, so there is no contractual obligation for purchase, and will only be purchased on an as-needed basis to ensure competitive pricing.

Products purchased are generally Bakery, Dairy, Meat, Produce, Consumables, Beverages, and Paper Goods. As a revenue source for both locations, we traditionally have maintained 30 - 35% cost of goods sold in our pricing strategy on Food & Beverage.

BUDGETARY IMPACT

The projected expense to General Fund for Stephen G. Terrell Recreation Center of \$339,000 contributes to the overall projected Food & Beverage revenue of \$1,746,206 within a 12-month period. The purchase expense is recovered by food and non-alcoholic beverage resale at both facilities. Revenue and expenses are both accounted for in the annual operating budget.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion authorizing the annual purchase of food & beverage products from Ben E. Keith for Parks and Recreation used for resale at the Credit Union of Texas Event Center, Stephen G. Terrell Recreation Center, and The Courses at Watters Creek for \$339,000.

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

- AGENDA DATE:** September 12, 2023
- AGENDA CAPTION:** Authorize the City Manager to execute an annual agreement with Innovative Solution Advisors, LLC, d.b.a. Stadium People, for temporary personnel of ice tech services at the Credit Union of Texas Event Center for \$153,375 with options for two one-year renewals.
- STAFF RESOURCE:** Kate Meacham, Director, Parks and Recreation
Teresa Thomason, Assistant Director, Parks and Recreation
- PREVIOUS COUNCIL ACTION:** On August 11, 2020, City Council awarded bid and authorized the City Manager to execute an annual contract for the purchase of temporary personnel for ice tech services for Allen Event Center with Innovative Solution Advisors, LLC., dba Stadium People, in the amount of \$174,777 with options for two one-year renewals.
- STRATEGIC PLANNING GOAL:** Vibrant Community with Lively Destinations and Successful Commercial Centers.

BACKGROUND

The Credit Union of Texas Event Center uses third-party general labor personnel to build and maintain two regulation sheets of ice for figure skating, amateur, and professional hockey. Personnel work both overnight and daytime hours as required by the event schedule to complete ice maintenance. Due to labor shortages and the cost of employing staff, the Event Center has found third-party labor the most reliable and cost-effective option for these services.

On July 27, 2023, the Purchasing Division received one (1) response for Credit Union of Texas Event Center Temporary Personnel for Ice Technician Services Request for Proposal, **2023-4-61**. All proposals submitted have been evaluated based on “Best Value” from the following criteria: Bidder Qualifications and Experiences, Company Overview, References, and Price. Our goal is to determine the vendor that can provide the best combination of experience, capability, quality, and services. Based on a review of specific rating criteria, the evaluation committee recommends a Primary award to Innovative Solution Advisors, LLC, d.b.a. Stadium People.

BUDGETARY IMPACT

The funding for these expenses is budgeted and will be expensed to the Credit Union of Texas Event Center. Dollars are to be encumbered as needed for venue events. Event-related revenues received will cover expenses that will be paid on an event-by-event basis. There are no minimum expenditures.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to authorize the City Manager to execute an annual agreement with Innovative Solution Advisors, LLC, d.b.a. Stadium People, for temporary personnel of ice tech services at the Credit Union of Texas Event Center for \$153,375 with options for two one-year renewals.

ATTACHMENT(S)

[Agreement](#)
[Price Sheet](#)

STATE OF TEXAS §
 § **AGREEMENT FOR ICE TECH SERVICES**
COUNTY OF COLLIN §

This Agreement (“Agreement”) is made by and between the City of Allen, Texas (“City”) and **Innovative Solution Advisors, LLC dba Stadium People and Stadium People by Innovative, a Texas Limited Liability Company (LLC)** (“Contractor”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City solicited competitive bids or proposals pursuant to Request for Proposals No. 2023-4-61 (hereinafter defined as the “RFP”); and

WHEREAS, Contractor submitted a response to the RFP (hereinafter defined as the “Response”), and

WHEREAS, City desires to engage the services of Contractor as an independent contractor, and not as an employee, to provide the goods and/or services described in the Contract Documents (hereinafter defined) on the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor desires to provide goods and/or services, as applicable, to City described in the Contract Documents in accordance with the terms and conditions set forth in this Agreement;

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

Article I
Term

1.1 The term of this Agreement shall be for a period of one (1) year commencing on September 12, 2023 (the “Initial term”).

1.2 After the Initial Term City may renew the term of this Agreement under the same terms and conditions set forth herein for up to two (2) additional successive terms of one (1) year each (each a “Renewal Term”). City shall exercise a “Renewal Term” by providing written notice to Contractor prior to the expiration of the then current term.

1.3 **Termination.** This Agreement shall terminate upon any one or more of the following:

- (a) upon the mutual written agreement of the Parties;

- (b) upon written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after receipt of written notice thereof;
- (c) upon written notice by either Party, upon thirty (30) days prior written notice;
- (d) upon written notice by City, if Contractor suffers an event of “Bankruptcy or Insolvency” (for purposes of this Agreement, “Bankruptcy or Insolvency” shall mean the dissolution or termination of Contractor’s existence as a going business, insolvency, appointment of a receiver for any part of Contractor’s property where such appointment is not terminated within ninety (90) 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 where such proceeding is not dismissed within ninety (90) days after the filing thereof; or
- (e) upon written notice by City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing City fiscal year.

Article II Scope of Work

2.1 Contractor agrees to provide the services in accordance with the Contract Documents. The Contract Documents consist of:

- (a) This Agreement;
- (b) City Request for Proposal No. 2023-4-61, incorporated herein by reference and which is on file in City Purchasing Division (the “RFB”); and
- (c) Contractor’s response to the RFP dated July 17, 2023, incorporated herein by reference and which is on file in City Purchasing Division (the “Response”).

In the event of an inconsistency or conflict in any of the provisions of the Agreement the inconsistency or conflict shall be resolved by giving precedence first to this Agreement, then to the Contract Documents in the order in which they are listed above.

2.2 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.

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

2.4 To the extent reasonably necessary for Contractor to provide the goods or perform the services under this Agreement, Contractor shall be authorized to engage the services of any subcontractors that Contractor may deem proper to aid or assist in the performance of this Agreement. The cost of such personnel shall be borne exclusively by Contractor.

2.5 Except as otherwise provided in the Contract Documents Contractor shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement.

Article III Schedule of Work

3.1 Contractor agrees to provide and complete the delivery of the goods or required services, as applicable in accordance with the schedule outlined in the Contract Documents.

3.2 Any delays in or failure of performance by Contractor or City, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of City or Contractor, as the case may be, including, but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosions, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of City or Contractor, respectively.

3.3 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 receipt of a written Notice to Proceed from City shall be entirely at Contractor's own risk.

Article IV Compensation and Method of Payment

4.1 Contractor shall be compensated for the goods and services, including all labor, materials, equipment and supplies, in accordance with the payment schedule and amounts set forth in the Contract Documents. The total compensation to be paid to Contractor shall not exceed One Hundred Fifty-Three Thousand Three Hundred Seventy-five and No/100 Dollars (\$153,375.00) during the Initial Term or any Renewal Term under this Agreement. Unless otherwise provided herein, payment to Contractor shall be monthly based on Contractor's monthly itemized statement in a form reasonably acceptable to City. City shall pay such monthly statements within thirty (30) days after receipt unless otherwise provided herein. An interest charge of one and one-half percent (1½%) per month of the amount unpaid, or such lesser rate as required by law, is due and payable to Contractor on all invoices not paid in full within thirty (30) days after receipt of the monthly invoice.

4.2 Rates, charges and fees set forth in the Contract Documents shall remain in effect for the Initial Term and any Renewal Term, except as otherwise provided in the Contract Documents.

Article V Miscellaneous

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

5.2 Assignment. 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.

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

5.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any choice of law rules; and exclusive venue for any action concerning this Agreement shall be in state District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

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

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

5.7 Independent Contractor. It is understood and agreed by and between the Parties that 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.

5.8 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received: (i) three (3) days after deposit into the United States Mail, postage prepaid, certified mail, addressed to the Party at the address set forth below, or (ii) on the day received if sent by courier or otherwise hand delivered:

If intended for City, to:

Attn: City Manager
City of Allen, Texas
3rd Floor, Allen City Hall
305 Century Parkway
Allen, Texas 75013

With copy to:

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

If intended for Contractor, to:

Innovative Solution Advisors, LLC
dba Stadium People and Stadium
People by Innovative
Attn: Karen Meredith
222 W. Las Colinas Blvd.
STE 1570E
Irving, TX 75039

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

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

5.11 Insurance.

- (a) Contractor shall during the term of this Agreement obtain and maintain the insurance required as set forth in the schedules below and subject to the terms and conditions set forth in this Section.
- (b) All insurance shall be endorsed to provide the following provisions: (1) name City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to City that indicates the insurance company will provide to City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Contractor shall provide at

least thirty (30) days prior written notice to City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.

- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by City.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to City prior to commencement of services. On every date of renewal of the required insurance policies, the Contractor shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to City. In addition, the Contractor shall, within ten (10) business days after written request, provide City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to City is a condition precedent to the payment of any amounts due to Contractor by City.

Insurance Schedule

Contracts in the Amount of \$0-\$100,000

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

Contracts in the Amount of \$100,000-\$1,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: f) Premises/Operations	\$1,000,000 each occurrence \$2,000,000 general aggregate	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.

g) Products/Completed Operations h) Independent Contractors i) Personal Liability j) Contractual Liability	\$2,000,000 Umbrella/ Excess Liability	City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> \$1,000,000 per occurrence \$1,000,000 aggregate or; \$1,000,000 combined single limits 	City to be named as a additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Contracts in the Amount of \$1,000,000-\$8,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: k) Premises/Operations l) Products/Completed Operations m) Independent Contractors n) Personal Liability o) Contractual Liability	\$2,000,000 each occurrence, \$4,000,000 general aggregate; \$4,000,000 umbrella	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> \$1,000,000 per occurrence \$2,000,000 aggregate or; \$2,000,000 combined single limits 	City to be named as additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

5.12 Indemnification. Contractor shall release, defend, indemnify and hold harmless City, its council, 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 goods or services provided by Contractor to the extent caused by the negligent act or omission or intentional wrongful act or omission of Contractor, its officers, agents, employees, subcontractors, licensees 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 Agreement. 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.

5.13 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 Contractor's records relating to the goods or services provided pursuant to this Agreement for a period of one (1) year following the date of completion of services as determined by City or date of termination, if sooner.

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

5.15 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

- (a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Contractor verifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

- (d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

5.16 Under the Authority of the Clean Water Act, the Environmental Protection Agency (EPA), City has endeavored to reduce / improve storm water quality per direction of the Texas Commission of Environmental Quality (TCEQ). City has developed standard operating procedures (SOP's) for City Storm Water Management Program (SWMP). By signing this Agreement Contractor agrees to follow City SOP's of City SWMP. Follow the link for City SOP's <http://www.cityofallen.org/933/Storm-Water-Management>.

5.17 Warranty. Contractor warrants to City that all labor furnished to perform the work under this Agreement 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.

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

5.19 Warning Devices and Barricades. Contractor shall furnish and maintain such warning devices, barricades, lights, signs, and other devices as may be necessary or appropriate or required by City to protect persons or property in, near or adjacent to the jobsite. 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 Contractor for such measures.

m(s). Contractor is responsible for the replacement of all irrigation heads that are damaged by mowing with like equipment approved by City.

(signature page to follow)

EXECUTED this _____ day of _____, 2023.

CITY OF ALLEN, TEXAS

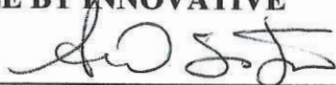
By: _____
Eric Ellwanger, City Manager

ATTEST

Shelley B. George, City Secretary

EXECUTED this 18 day of August, 2023.

**INNOVATIVE SOLUTION ADVISORS, LLC
DBA STADIUM PEOPLE AND STADIUM
PEOPLE BY INNOVATIVE**

By: 
(Signature of Authorized Officer)

Name: ANDREW JACKSON
(Print Name)

Title: GENERAL MANAGER



**BAFO - RFP #2023-4-61 - PRICE SHEET FOR
ICE TECH SERVICES**

Position	Staff QTY	Est. of Hours Annually per all staff in position	Price Per Hour	Extended Annual Total
Ice Technician Services Day Crew				
Lead Ice Technician	1	600	\$24.00	\$ 14,400.00
Ice Technician	3	1550	\$19.75	\$ 30,612.50
Ice Attendant	3	350	\$17.75	\$ 6,212.50
Ice Technician Afternoon Crew				
Lead Ice Technician	1	600	\$24.00	\$ 14,400.00
Ice Technician	3	1550	\$19.75	\$ 30,612.50
Ice Attendant	3	350	\$17.75	\$ 6,212.50
Ice Technician Event Crew				
Lead Ice Technician	1	600	\$23.50	\$ 14,100.00
Ice Technician	3	1550	\$19.75	\$ 30,612.50
Ice Attendant	3	350	\$17.75	\$ 6,212.50
ANNUAL TOTAL				\$ 153,375.00

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

- AGENDA DATE:** September 12, 2023
- AGENDA CAPTION:** Authorize the City Manager to execute an annual agreement with Innovative Solution Advisors, LLC, d.b.a. Stadium People, as the primary vendor for temporary personnel for building operations and conversions at the Credit Union of Texas Event Center for \$314,125 with options for two, one-year renewals, and FW Services Inc., d.b.a. Pacesetters Personnel Services, as the secondary vendor.
- STAFF RESOURCE:** Kate Meacham, Director, Parks and Recreation
Teresa Thomason, Assistant Director, Parks and Recreation
- PREVIOUS COUNCIL ACTION:** On October 25, 2022, City Council previously authorized the City Manager to execute an annual contract with Full Facilities Services, LLC, as the Primary vendor of temporary personnel for building operations and conversion labor at Credit Union of Texas Event Center for \$325,000, and D&A Building Services, Inc. as the Secondary vendor.
- STRATEGIC PLANNING GOAL:** Vibrant Community with Lively Destinations and Successful Commercial Centers.

BACKGROUND

Credit Union of Texas Event Center uses third-party general labor personnel to reconfigure the event center between events (i.e. hockey to soccer). Personnel work both overnight and daytime hours as required by the event schedule to complete conversions. Due to labor shortages and the cost of employing staff, the Event Center has found third-party labor the most reliable and cost-effective option for these services.

On July 20, 2023, the Purchasing Division received three (3) responses for Credit Union of Texas Event Center Temporary Personnel for Building Operations and Conversion Request for Proposal, **2023-6-82**. All proposals submitted have been evaluated based on “Best Value” from the following criteria: Proposer Qualifications and Experiences, Staffing Structure and Plan, References, and Price. City of Allen staff represented the evaluation committee. Our goal is to determine the vendor that can provide the best combination of experience, capability, quality, and services. Based on a review of specific rating criteria, the evaluation committee recommends a Primary award to Innovative Solution Advisors, LLC, d.b.a. Stadium People, and a Secondary award to FW Services Inc. d.b.a. Pacesetters Personnel Services.

BUDGETARY IMPACT

The funding for these purchases is budgeted and will be expended to the Credit Union of Texas Event Center. Dollars are to be encumbered as needed for venue events. Event-related revenues received will

cover expenses that will be paid on an event-by-event basis. There are no minimum expenditures.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to award bid and authorize the City Manager to execute an annual agreement with Innovative Solution Advisors, LLC, d.b.a. Stadium People, as the primary vendor for temporary personnel for building operations and conversions at the Credit Union of Texas Event Center for \$314,125 with options for two, one-year renewals, and FW Services Inc. d.b.a. Pacesetters Personnel Services, as the secondary vendor.

ATTACHMENT(S)

[Agreement - Stadium People](#)

[Agreement - Pacesetter](#)

[Bid Tab](#)

STATE OF TEXAS §
 § **AGREEMENT FOR ICE TECH SERVICES**
COUNTY OF COLLIN §

This Agreement (“Agreement”) is made by and between the City of Allen, Texas (“City”) and **Innovative Solution Advisors, LLC dba Stadium People and Stadium People by Innovative, a Texas Limited Liability Company (LLC)** (“Contractor”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City solicited competitive bids or proposals pursuant to Request for Proposals No. 2023-6-82 (hereinafter defined as the “RFP”); and

WHEREAS, Contractor submitted a response to the RFP (hereinafter defined as the “Response”), and

WHEREAS, City desires to engage the services of Contractor as an independent contractor, and not as an employee, to provide the goods and/or services described in the Contract Documents (hereinafter defined) on the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor desires to provide goods and/or services, as applicable, to City described in the Contract Documents in accordance with the terms and conditions set forth in this Agreement;

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

Article I
Term

1.1 The term of this Agreement shall be for a period of one (1) year commencing on September 12, 2023 (the “Initial term”).

1.2 After the Initial Term City may renew the term of this Agreement under the same terms and conditions set forth herein for up to two (2) additional successive terms of one (1) year each (each a “Renewal Term”). City shall exercise a “Renewal Term” by providing written notice to Contractor prior to the expiration of the then current term.

1.3 **Termination.** This Agreement shall terminate upon any one or more of the following:

- (a) upon the mutual written agreement of the Parties;

- (b) upon written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after receipt of written notice thereof;
- (c) upon written notice by either Party, upon thirty (30) days prior written notice;
- (d) upon written notice by City, if Contractor suffers an event of “Bankruptcy or Insolvency” (for purposes of this Agreement, “Bankruptcy or Insolvency” shall mean the dissolution or termination of Contractor’s existence as a going business, insolvency, appointment of a receiver for any part of Contractor’s property where such appointment is not terminated within ninety (90) 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 where such proceeding is not dismissed within ninety (90) days after the filing thereof; or
- (e) upon written notice by City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing City fiscal year.

Article II
Scope of Work

2.1 Contractor agrees to provide the services in accordance with the Contract Documents. The Contract Documents consist of:

- (a) This Agreement;
- (b) City Request for Proposal No. 2023-6-82 incorporated herein by reference and which is on file in City Purchasing Division (the “RFP”); and
- (c) Contractor’s response to the RFP dated July 17, 2023, incorporated herein by reference and which is on file in City Purchasing Division (the “Response”).

In the event of an inconsistency or conflict in any of the provisions of the Agreement the inconsistency or conflict shall be resolved by giving precedence first to this Agreement, then to the Contract Documents in the order in which they are listed above.

2.2 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.

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

2.4 To the extent reasonably necessary for Contractor to provide the goods or perform the services under this Agreement, Contractor shall be authorized to engage the services of any subcontractors that Contractor may deem proper to aid or assist in the performance of this Agreement. The cost of such personnel shall be borne exclusively by Contractor.

2.5 Except as otherwise provided in the Contract Documents Contractor shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement.

Article III Schedule of Work

3.1 Contractor agrees to provide and complete the delivery of the goods or required services, as applicable in accordance with the schedule outlined in the Contract Documents.

3.2 Any delays in or failure of performance by Contractor or City, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of City or Contractor, as the case may be, including, but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosions, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of City or Contractor, respectively.

3.3 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 receipt of a written Notice to Proceed from City shall be entirely at Contractor's own risk.

Article IV Compensation and Method of Payment

4.1 Contractor shall be compensated for the goods and services, including all labor, materials, equipment and supplies, in accordance with the payment schedule and amounts set forth in the Contract Documents. The total compensation to be paid to Contractor shall not exceed Three Hundred Fourteen Thousand One Hundred Twenty-five and No/100 Dollars (\$314,125.00) during the Initial Term or any Renewal Term under this Agreement. Unless otherwise provided herein, payment to Contractor shall be monthly based on Contractor's monthly itemized statement in a form reasonably acceptable to City. City shall pay such monthly statements within thirty (30) days after receipt unless otherwise provided herein. An interest charge of one and one-half percent (1½%) per month of the amount unpaid, or such lesser rate as required by law, is due and payable to Contractor on all invoices not paid in full within thirty (30) days after receipt of the monthly invoice.

4.2 Rates, charges and fees set forth in the Contract Documents shall remain in effect for the Initial Term and any Renewal Term, except as otherwise provided in the Contract Documents.

Article V Miscellaneous

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

5.2 Assignment. 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.

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

5.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any choice of law rules; and exclusive venue for any action concerning this Agreement shall be in state District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

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

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

5.7 Independent Contractor. It is understood and agreed by and between the Parties that 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.

5.8 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received: (i) three (3) days after deposit into the United States Mail, postage prepaid, certified mail, addressed to the Party at the address set forth below, or (ii) on the day received if sent by courier or otherwise hand delivered:

If intended for City, to:

Attn: City Manager
City of Allen, Texas
3rd Floor, Allen City Hall
305 Century Parkway
Allen, Texas 75013

With copy to:

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

If intended for Contractor, to:

Innovative Solution Advisors, LLC
dba Stadium People and Stadium
People by Innovative
Attn: Karen Meredith
222 W. Las Colinas Blvd.
STE 1570E
Irving, TX 75039

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

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

5.11 Insurance.

- (a) Contractor shall during the term of this Agreement obtain and maintain the insurance required as set forth in the schedules below and subject to the terms and conditions set forth in this Section.
- (b) All insurance shall be endorsed to provide the following provisions: (1) name City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to City that indicates the insurance company will provide to City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Contractor shall provide at

least thirty (30) days prior written notice to City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.

- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by City.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to City prior to commencement of services. On every date of renewal of the required insurance policies, the Contractor shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to City. In addition, the Contractor shall, within ten (10) business days after written request, provide City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to City is a condition precedent to the payment of any amounts due to Contractor by City.

Insurance Schedule

Contracts in the Amount of \$0-\$100,000

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

Contracts in the Amount of \$100,000-\$1,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: f) Premises/Operations	\$1,000,000 each occurrence \$2,000,000 general aggregate	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.

g) Products/Completed Operations h) Independent Contractors i) Personal Liability j) Contractual Liability	\$2,000,000 Umbrella/ Excess Liability	City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> \$1,000,000 per occurrence \$1,000,000 aggregate or; \$1,000,000 combined single limits 	City to be named as a additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Contracts in the Amount of \$1,000,000-\$8,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: k) Premises/Operations l) Products/Completed Operations m) Independent Contractors n) Personal Liability o) Contractual Liability	\$2,000,000 each occurrence, \$4,000,000 general aggregate; \$4,000,000 umbrella	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> \$1,000,000 per occurrence \$2,000,000 aggregate or; \$2,000,000 combined single limits 	City to be named as additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

5.12 Indemnification. Contractor shall release, defend, indemnify and hold harmless City, its council, 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 goods or services provided by Contractor to the extent caused by the negligent act or omission or intentional wrongful act or omission of Contractor, its officers, agents, employees, subcontractors, licensees 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 Agreement. 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.

5.13 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 Contractor’s records relating to the goods or services provided pursuant to this Agreement for a period of one (1) year following the date of completion of services as determined by City or date of termination, if sooner.

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

5.15 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

- (a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Contractor verifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

- (d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

5.16 Under the Authority of the Clean Water Act, the Environmental Protection Agency (EPA), City has endeavored to reduce / improve storm water quality per direction of the Texas Commission of Environmental Quality (TCEQ). City has developed standard operating procedures (SOP's) for City Storm Water Management Program (SWMP). By signing this Agreement Contractor agrees to follow City SOP's of City SWMP. Follow the link for City SOP's <http://www.cityofallen.org/933/Storm-Water-Management>.

5.17 Warranty. Contractor warrants to City that all labor furnished to perform the work under this Agreement 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.

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

5.19 Warning Devices and Barricades. Contractor shall furnish and maintain such warning devices, barricades, lights, signs, and other devices as may be necessary or appropriate or required by City to protect persons or property in, near or adjacent to the jobsite. 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 Contractor for such measures.

m(s). Contractor is responsible for the replacement of all irrigation heads that are damaged by mowing with like equipment approved by City.

(signature page to follow)

EXECUTED this _____ day of _____, 2023.

CITY OF ALLEN, TEXAS

By: _____
Eric Ellwanger, City Manager

ATTEST

Shelley B. George, City Secretary

EXECUTED this 30th day of AUGUST, 2023.

INNOVATIVE SOLUTION ADVISORS, LLC
DBA STADIUM PEOPLE AND STADIUM
PEOPLE BY INNOVATIVE

By: _____
(Signature of Authorized Officer)

Name: ANDREW S. JACKSON
(Print Name)

Title: GENERAL MANAGER

STATE OF TEXAS §
 § **AGREEMENT FOR ICE TECH SERVICES**
COUNTY OF COLLIN §

This Agreement (“Agreement”) is made by and between the City of Allen, Texas (“City”) and **FW Services, Inc. dba Pacesetter Personnel Services, a Texas For-Profit Corporation** (“Contractor”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City solicited competitive bids or proposals pursuant to Request for Proposals No. 2023-6-82 (hereinafter defined as the “RFP”); and

WHEREAS, Contractor submitted a response to the RFP (hereinafter defined as the “Response”), and

WHEREAS, City desires to engage the services of Contractor as an independent contractor, and not as an employee, to provide the goods and/or services described in the Contract Documents (hereinafter defined) on the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor desires to provide goods and/or services, as applicable, to City described in the Contract Documents in accordance with the terms and conditions set forth in this Agreement;

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

Article I
Term

1.1 The term of this Agreement shall be for a period of one (1) year commencing on September 12, 2023 (the “Initial term”).

1.2 After the Initial Term City may renew the term of this Agreement under the same terms and conditions set forth herein for up to two (2) additional successive terms of one (1) year each (each a “Renewal Term”). City shall exercise a “Renewal Term” by providing written notice to Contractor prior to the expiration of the then current term.

1.3 **Termination.** This Agreement shall terminate upon any one or more of the following:

- (a) upon the mutual written agreement of the Parties;

- (b) upon written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after receipt of written notice thereof;
- (c) upon written notice by either Party, upon thirty (30) days prior written notice;
- (d) upon written notice by City, if Contractor suffers an event of “Bankruptcy or Insolvency” (for purposes of this Agreement, “Bankruptcy or Insolvency” shall mean the dissolution or termination of Contractor’s existence as a going business, insolvency, appointment of a receiver for any part of Contractor’s property where such appointment is not terminated within ninety (90) 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 where such proceeding is not dismissed within ninety (90) days after the filing thereof; or
- (e) upon written notice by City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing City fiscal year.

Article II
Scope of Work

2.1 Contractor agrees to provide the services in accordance with the Contract Documents. The Contract Documents consist of:

- (a) This Agreement;
- (b) City Request for Proposal No. 2023-6-82 incorporated herein by reference and which is on file in City Purchasing Division (the “RFP”); and
- (c) Contractor’s response to the RFP dated July 20, 2023, incorporated herein by reference and which is on file in City Purchasing Division (the “Response”).

In the event of an inconsistency or conflict in any of the provisions of the Agreement the inconsistency or conflict shall be resolved by giving precedence first to this Agreement, then to the Contract Documents in the order in which they are listed above.

2.2 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.

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

2.4 To the extent reasonably necessary for Contractor to provide the goods or perform the services under this Agreement, Contractor shall be authorized to engage the services of any subcontractors that Contractor may deem proper to aid or assist in the performance of this Agreement. The cost of such personnel shall be borne exclusively by Contractor.

2.5 Except as otherwise provided in the Contract Documents Contractor shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement.

Article III Schedule of Work

3.1 Contractor agrees to provide and complete the delivery of the goods or required services, as applicable in accordance with the schedule outlined in the Contract Documents.

3.2 Any delays in or failure of performance by Contractor or City, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of City or Contractor, as the case may be, including, but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosions, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of City or Contractor, respectively.

3.3 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 receipt of a written Notice to Proceed from City shall be entirely at Contractor's own risk.

Article IV Compensation and Method of Payment

4.1 Contractor shall be compensated for the goods and services, including all labor, materials, equipment and supplies, in accordance with the payment schedule and amounts set forth in the Contract Documents. Unless otherwise provided herein, payment to Contractor shall be monthly based on Contractor's monthly itemized statement in a form reasonably acceptable to City. City shall pay such monthly statements within thirty (30) days after receipt unless otherwise provided herein. An interest charge of one and one-half percent (1½%) per month of the amount unpaid, or such lesser rate as required by law, is due and payable to Contractor on all invoices not paid in full within thirty (30) days after receipt of the monthly invoice.

4.2 Rates, charges and fees set forth in the Contract Documents shall remain in effect for the Initial Term and any Renewal Term, except as otherwise provided in the Contract Documents.

Article V
Miscellaneous

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

5.2 Assignment. 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.

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

5.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any choice of law rules; and exclusive venue for any action concerning this Agreement shall be in state District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

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

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

5.7 Independent Contractor. It is understood and agreed by and between the Parties that 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.

5.8 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received: (i) three (3) days after deposit into the United States Mail, postage prepaid, certified mail, addressed to the Party at the address set forth below, or (ii) on the day received if sent by courier or otherwise hand delivered:

If intended for City, to:

Attn: City Manager
City of Allen, Texas
3rd Floor, Allen City Hall
305 Century Parkway
Allen, Texas 75013

With copy to:

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

If intended for Contractor, to:

FW Services, Inc.
dba Pacesetter Personnel Services
Attn: Mark Birenbaum
3203 West Alabama
Houston, TX 77098
713-829-0202 - telephone
713-524-4454 - fax

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

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

5.11 Insurance.

- (a) Contractor shall during the term of this Agreement obtain and maintain the insurance required as set forth in the schedules below and subject to the terms and conditions set forth in this Section.
- (b) All insurance shall be endorsed to provide the following provisions: (1) name City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to City that indicates the insurance company will provide to City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Contractor shall provide at least thirty (30) days prior written notice to City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.

- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by City.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to City prior to commencement of services. On every date of renewal of the required insurance policies, the Contractor shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to City. In addition, the Contractor shall, within ten (10) business days after written request, provide City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to City is a condition precedent to the payment of any amounts due to Contractor by City.

Insurance Schedule

Contracts in the Amount of \$0-\$100,000

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

Contracts in the Amount of \$100,000-\$1,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: f) Premises/Operations g) Products/Completed Operations h) Independent Contractors	\$1,000,000 each occurrence \$2,000,000 general aggregate \$2,000,000 Umbrella/ Excess Liability	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent.

i) Personal Liability j) Contractual Liability		Waiver of subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> • \$1,000,000 per occurrence • \$1,000,000 aggregate or; • \$1,000,000 combined single limits 	City to be named as a additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Contracts in the Amount of \$1,000,000-\$8,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: k) Premises/Operations l) Products/Completed Operations m) Independent Contractors n) Personal Liability o) Contractual Liability	\$2,000,000 each occurrence, \$4,000,000 general aggregate; \$4,000,000 umbrella	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> • \$1,000,000 per occurrence • \$2,000,000 aggregate or; • \$2,000,000 combined single limits 	City to be named as additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

5.12 Indemnification. Contractor shall release, defend, indemnify and hold harmless City, its council, 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 goods or services provided by Contractor to the extent caused by the negligent

act or omission or intentional wrongful act or omission of Contractor, its officers, agents, employees, subcontractors, licensees 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 Agreement. 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.

5.13 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 Contractor's records relating to the goods or services provided pursuant to this Agreement for a period of one (1) year following the date of completion of services as determined by City or date of termination, if sooner.

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

5.15 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

- (a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Contractor verifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

5.16 Under the Authority of the Clean Water Act, the Environmental Protection Agency (EPA), City has endeavored to reduce / improve storm water quality per direction of the Texas Commission of Environmental Quality (TCEQ). City has developed standard operating procedures (SOP's) for City Storm Water Management Program (SWMP). By signing this Agreement Contractor agrees to follow City SOP's of City SWMP. Follow the link for City SOP's <http://www.cityoffallen.org/933/Storm-Water-Management>.

5.17 Warranty. Contractor warrants to City that all labor furnished to perform the work under this Agreement 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.

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

5.19 Warning Devices and Barricades. Contractor shall furnish and maintain such warning devices, barricades, lights, signs, and other devices as may be necessary or appropriate or required by City to protect persons or property in, near or adjacent to the jobsite. 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 Contractor for such measures.

m(s). Contractor is responsible for the replacement of all irrigation heads that are damaged by mowing with like equipment approved by City.

(signature page to follow)

EXECUTED this _____ day of _____, 2023.

CITY OF ALLEN, TEXAS

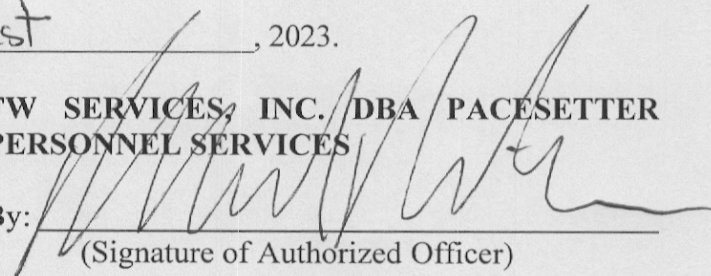
By: _____
Eric Ellwanger, City Manager

ATTEST

Shelley B. George, City Secretary

EXECUTED this 30 day of August, 2023.

FW SERVICES, INC. DBA PACESETTER
PERSONNEL SERVICES

By: 
(Signature of Authorized Officer)

Name: Mark Bibenbaum
(Print Name)

Title: Manager

Bid Tab - RFP 2023-4-63 Guest Services and Security Staffing

Line #	Description	Mfgr	Mfgno	QTY	UOM	Estimated	Sum People by Innovative (Innovative)		Whelan Event Staffing Services, Inc.		Diskriter, Inc.	
							Unit	Extended	Unit	Extended	Unit	Extended
							Total Price	\$459,150.00	Total Price	\$505,560.00	Total Price	\$781,507.80
1	Event Attendant			12600	Hour		\$18.75	\$236,250.00	\$20.34	\$256,284.00	\$32.02	\$403,452.00
2	Event Security/Parking			8400	Hour		\$19.95	\$167,580.00	\$21.52	\$180,768.00	\$30.88	\$259,392.00
3	Armed Security			60	Hour		\$42.00	\$2,520.00	\$45.00	\$2,700.00	\$35.73	\$2,143.80
4	Assistant Lead			2400	Hour		\$22.00	\$52,800.00	\$27.42	\$65,808.00	\$48.55	\$116,520.00

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE:	September 12, 2023
AGENDA CAPTION:	Authorize the City Manager to execute a contract with Whirlix Design, Inc., for playground and shade installation at Country Meadows Park for \$360,000.
STAFF RESOURCE:	Kate Meacham, Parks and Recreation Director Laura Cuellar, Landscape Architect
STRATEGIC PLANNING GOAL:	Safe and Livable Community for All.

BACKGROUND

Public playground equipment, like all other public infrastructure, requires periodic and routine maintenance, upgrades, and redevelopment.

The 2015 Parks and Open Space Master Plan notes that 75% of survey respondents expressed that existing parks should be upgraded and/or improved to include additional facilities. Staff has historically identified the need for playground replacements based on specific requirements regarding maintenance concerns and the age of structures, but it is important to note that the citizens of Allen also expect to see playground improvements made on a regular basis for both aesthetic and safety reasons.

The Parks and Open Space Master Plan goes into detail on existing parks' needs and notes that while staff maintains our parks and facilities at high levels, replacements, upgrades, and improvements eventually become necessary, and it is critical to continue the trend of replacements and upgrades throughout the park system. The Parks and Recreation Department has multiple employees who are Certified Playground Safety Inspectors (C.P.S.I.), and they perform regular and routine inspections of playgrounds to ensure compliance with the guidelines established by the U.S. Consumer Product Safety Commission (CPSC) Public Playground Safety Handbook. These inspections and the guidelines established by the CPSC are the most significant factors used in determining the need for playground equipment replacement.

The playground at Country Meadows Park was installed in 2008. The typical lifespan of public playground equipment ranges from 15-20 years. While Country Meadows is at the early end of that lifespan, staff has prioritized it as needing replacement based on current inspection conditions and maintenance records.

Whirlix Design is a full-service playground company. They work directly with the manufacturer to develop and design the playground and purchase the materials, and they have their own construction crew to complete the installation and required site work. The proposal includes responsibility for the demolition of the existing playground, grading, new drainage system and subsurface establishment, playground design, and installation.

BUDGETARY IMPACT

Funds are identified in Parks' CIP Project PR2302, funded by the Allen Community Development Corporation which became available in October 2022. The purchase of this playground equipment is

proposed to be made through BuyBoard Purchasing Cooperative contract #679-22.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion authorizing the City Manager to execute a contract with Whirlix Design, Inc., for playground and shade installation at Country Meadows Park for \$360,000.

ATTACHMENT(S)

Agreement
Proposal

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

AGREEMENT FOR PUBLIC FACILITY PROJECT
 (MINOR)

This Agreement for Public Facility Services (“Agreement”) is made by and between the City of Allen, Texas (“City”) and Whirlix Design, Inc, a Domestic For-Profit Corporation (“Contractor”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Contractor as an independent contractor, and not as an employee, to provide the labor, goods, materials, equipment, installation, construction and services described in the Contract Documents (hereinafter defined) for the purchase installation of playground structures and associated site work for Country Meadows Park (the “Project”); and

WHEREAS, the Contractor desires to provide the labor, goods, materials, equipment, installation, construction and services described in the Contract Documents in accordance with the terms and conditions set forth in this Agreement (hereinafter defined as the “Work”);

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; Termination

1.1 Term. The term of this Agreement shall commence on the last date of execution hereof (the “Effective Date”) and continue until the completion of the Services by the Contractor unless sooner terminated as provided herein.

1.2 Termination. This Agreement may be terminated upon any one of the following:

- (a) by written agreement of the Parties;
- (b) upon written notice by either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof; or
- (c) upon written notice by City, if the Contractor suffers an event of Bankruptcy or Insolvency (for purpose of this section “Bankruptcy or Insolvency” shall mean the dissolution or termination 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) 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 such proceeding is not dismissed within ninety (90) days after the filing thereof);

Article II
Scope of Work; Contract Documents

2.1 The Contract Documents shall include the documents identified below and are incorporated herein for all purposes. The Contract Documents 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. The plans and specifications and general and/or special conditions attached hereto.

2.2 Contractor shall perform the Work (hereinafter defined) as set forth in the Contract Documents.

Article III
Project Scope of Work

3.1 General. Contractor shall perform the “Work” required, implied or reasonably inferable from the Contract Documents. The term “Work” shall mean whatever is done by the Contractor or required of the Contractor to perform and complete its duties under this Agreement including but not limited to the furnishing of any requested bonds and insurance, and the provision and furnishing of labor, supervision, goods, services materials, tools, fuel, power, light, heat, cooling, telephone, water, sanitary facilities, transportation, equipment, licenses and permits required by this Agreement necessary unless otherwise specified in the Contract Documents.

3.2 Notice to Proceed. Contractor shall not commence the Work necessary until receipt of a written notice to proceed from the City unless otherwise provided in the Contract Documents. Contractor shall commence the Work required under the Contract Documents within ten (10) calendar days after receipt of the City written notice to proceed. Any Work performed or expenses incurred by Contractor prior to Contractor receipt of the written notice to proceed shall be at the sole risk and cost of the Contractor and shall not be eligible for payment by City under the Contract Documents.

3.3 Change Orders.

(a) City, may from time to time, authorize change orders after the performance of the Work under the Contract has commenced necessary to decrease, increase the quantity of Work to be performed or materials, equipment or supplies to be furnished by the Contractor.

(b) The execution of a change order by the Contractor shall constitute the Contractor’s agreement to the ordered changes to the Work under the Contract Documents. Contractor by executing the change order waives and releases any claim against the City for additional time or compensation relating to the Work included in the change order.

(c) Any Work performed, or expenses incurred by Contractor prior to execution of the approved change order shall be at the sole risk and cost of the Contractor and shall not be eligible for payment by City under the Contract Documents.

3.4 Bonds. Contractor shall provide payment bonds and performance bonds for the Project to ensure completion of the Project pursuant to Chapter 2253, Texas Government Code. Contractor shall provide one (1) maintenance bond for the value of completed work for a period of two (2) years following completion of the Project in favor of City for the Project in accordance with City requirements and regulations pertaining to maintenance bonds for public improvements. During the term of this Agreement and any applicable Maintenance Bond period, Contractor agrees to respond to City requests deemed "warranty" within 5-business days for non-emergency issues, and within one (1) hour, for emergencies, which is defined as any instance that poses a hazard to building occupants, visitors, guests, and the public, and any instance if when left un-repaired, will cause damage to any portion of the City building or facility

3.5 Cleaning the Project Site. Contractor shall cause the Project site to be kept reasonably clean during performance of the Project Work. Upon completion of the Project Work, Contractor shall cause the Project site to be cleaned and cause the removal of all waste, rubbish, temporary structures, and other materials together with all of Contractor's property therefrom. Contractor shall cause the disposal of all refuse at a Texas Natural Resource Conservation Commission approved landfill. Contractor shall cause the restoration of all property damaged during the prosecution of the Project Work and shall leave the Project site in a clean and presentable condition. No additional payment shall be made by the City for this work, the compensation having been considered and included in the Project Price.

3.6 Access to Work and Inspections. City and the State of Texas, and their respective representatives, shall have access to the Project Work at all times. The Contractor shall take whatever steps reasonably necessary to provide such access when requested. When reasonably requested by the City, the Contractor shall perform or cause to be performed such testing as may be reasonably necessary or reasonably appropriate to ensure suitability of the jobsite or the compliance of the Project Work with the Contract Documents.

3.7 Suspension or Stoppage of Work.

(a) City shall have the right to immediately suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable considerations considered unfavorable for the proper prosecution of the Work or for failure of the Contractor to carry out the instructions from the City or 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. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the Project site and the Work from damage, loss or harm. Contractor shall not be compensated for periods of delay caused by suspension of Work by City. If Work is suspended

due to no fault of Contractor, an extension of time shall be granted by City by change order upon written application, which extension shall not be unreasonably denied.

(b) If Contractor persistently fails or refuses to perform the Work in accordance with this Agreement, or if City has sufficient reason to believe that Contractor is not and will not complete the Work by the scheduled date for completion or if the best interests of the public health, safety or welfare so require, City may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

(c) If the Contractor's Work is stopped by the City under Paragraph 3.7, or in the event the Contractor does not timely complete the Punch List items, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the City that the cause of such stoppage will be eliminated or corrected, or as applicable the Punch List Items will be timely completed then the City may, without prejudice to any other rights or remedies the City may have against the Contractor, proceed to carry out the subject Work and/or Punch List items, as applicable. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of completing the Punch List items, and the costs of correcting the subject deficiencies, plus compensation for the any engineer's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the City, the Contractor shall pay the difference to the City.

3.8 Contractor Representations. Contractor represents and covenants that its Work forces can perform the Work for the Project and agrees to work simultaneously with any representatives assigned by or contracted by the City, as a part of the Project to ensure continuity of Project Work.

3.9 Contractor Representative. Contractor agrees to provide a representative on the Project site at all times Work is being performed, for communication with the City, receiving materials and equipment, directing Contractors Work, and to provide daily Project clean-up.

3.10 Compliance with applicable law. Contractor shall and shall cause its employees and sub-contractors to comply with all personnel safety programs applicable for the Project Work and to keep the Project area clean and free from debris on a daily-basis, and to keep noise and obnoxious odors to a minimum. Personnel safety programs include but are not limited to protective eyewear; protective clothing; appropriate footwear; ear protection; hard hat, and reflective vest. Project protection includes warning devices such as barricades, lights, signs, and other such devices as may be appropriate or required by the City to protect persons or property in, near, or adjacent to the Project site. Such property includes landscape, irrigation, walkways, doors/frames, glass, elevators, furniture, and fixtures. 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 is not limited to compliance with the U.S. Department of Labor-Occupational Safety and Health Administration (OSHA), and the U.S. Environmental Protection Agency (EPA) guidelines and regulations.

3.11 Project Work Disturbance. In the event Project work by the Contractor and/or its subcontractors disrupts any City service, causes damage to City property, or causes harm to any person, Contractor agrees, at its sole cost and expense, to immediately contact the City Project Manager, while providing appropriate emergency response, including but not limited to, calling police, fire and/or the appropriate utility company regarding service.

3.12 Walk Through and Punch-List. When Contractor believes the Work is substantially complete, Contractor shall notify City in writing that the Work is substantially complete and request the City inspect the Work. The Contractor agrees to perform a walk-through of the Project with the City, upon completion of the Work, and to establish a punch-list of items required for final City acceptance of the Work. Contractor further agrees to complete all punch-list items within twenty-one (21) business days after issuance of the punch-list, unless otherwise provided in the Contract Documents. Failure to complete Project and/or the punch-list within this timeframe shall result in liquidated damages being assessed against Contractor, in accordance with section 4.4.

3.13 Criminal Backgrounds. From time to time, at its sole discretion, the City may require criminal background checks on Contractor and its employees (and its sub-contractors and its employees) who will be performing after-hours Work, and/or require access to Public Safety or City facilities, technology rooms, or secure areas. Criminal background checks are conducted in accordance with Department of Public safety regulations at no charge to the Contractor. All information obtained as part of the criminal background process is kept strictly confidential. Contractor agrees to submit and cause its employees (and to cause its sub-contractor and its employees) to the criminal background process, if required by the City. All decisions regarding Contractor and its employees (and its sub-contractor and its employees) access to City facilities are final.

3.14 Contractor Conduct. Contractor (and its sub-contractors) representatives, and employees shall conduct themselves in a professional and workmanlike manner at all times when performing the Work and on the Project site, including wearing appropriate clean work attire consistent with the type of work being performed, and hard hat, reflective vest, and protective eyewear when required by the Contract Documents. The use of any tobacco product, including smokeless tobaccos, vapor and E-cigarettes, inside City facilities is prohibited. Smoking is permitted outside of City facilities, in designated smoking areas, if at least 50-feet from any facility door. City shall cause the removal of, and, to require Contractor to remove Contractor's (and its sub-contractor's) employees from the Project site if in violation of the foregoing standards.

3.15 Prevailing Wage Rates. The Contractor shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the Project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the Project. City has adopted a Prevailing Wage Rate Schedule, available to the Contractor by request, which specifies the classes and wage rates to be paid to all persons. The Contractor shall pay not less than the minimum wage rates established thereby for each class, craft or type of labor, workman, or mechanic employed in the execution of this Agreement. The failure of the Contractor to comply with this requirement shall result in the forfeiture to the Owner of a sum of not less than Sixty Dollars (\$60.00) for each person

per day, or portion thereof, that such person is paid less than the prevailing rate. Upon request by City, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the City to ensure compliance with this provision.

Article IV Compensation and Method of Payment

4.1 General.

(a) **Contract Price.** City shall pay, and Contractor shall accept, as full and complete payment for the Work required under the Contract Documents a total amount not to exceed three-hundred sixty thousand and zero cents (\$360,000.00) (the “Contract Price”) to be paid as set forth herein.

(b) **Payment of the Contract Price.** Unless otherwise provided in the Contract Documents the Contractor shall be paid on a monthly-basis within thirty (30) days after City receipt of the Contractor’s detailed monthly itemized invoice for Work and City verification of the work and Services set forth in the Contractor’s monthly invoice. Contractor shall submit a monthly invoice on or before the 5th calendar day of each month beginning with the first calendar month following the date of the City notice to proceed for the Work provided during the previous ending calendar monthly period, in a form prescribed by the City of Allen, if applicable. The Contractor’s detailed monthly itemized invoice shall, at a minimum include and show the Contract Price, the billing period, Project name, contract number issued by the City, schedule of values for the Work performed, amount of Work complete, percentage of the Work completed, the amount of Work being invoiced, amount of any City approved change orders, amount of Retainage (hereinafter defined) being withheld, and the amount of the Contract Price remaining to be paid.

4.2 **Retainage.** An amount equal to ten percent (10%) of the Contract Price shall be retained by City if the Contract Price is less than Four Hundred Thousand Dollars (\$400,000.00) and five percent (5%) if the Contract Price is Four Hundred Thousand Dollars (\$400,00.00) or more (“Retainage”), and shall be paid over by City to Contractor as the final installment of the Contract Price after the following has occurred to the reasonable satisfaction of City:

- (a) Contractor shall have completed all punch-list items, if any.
- (b) City shall have conducted a final inspection and has accepted the Work.
- (c) City shall have received a completion certificate executed by Contractor and the City’s inspector stating that the Work has been completed in accordance with the Contract Documents, together with such other evidence that no mechanics or materialmen’s liens or other encumbrances have been filed against the Work or the Project.
- (d) Contractor shall have delivered and assigned (or caused to be delivered and assigned) all warranties and maintenance bond(s) for the Work to the City.

(e) Submittal of executed Contractor's affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property, might be responsible, have been fully paid or otherwise satisfied;

(f) Contractor shall deliver to City a set of record ("as-built") drawings, professionally prepared by a licensed engineer, in hardcopy, PDF digital and CAD digital formats in accordance with the current standards set forth by City Engineering Department, unless otherwise provided in the Contract Documents or otherwise approved by the Director of the City Engineering Department.

(g) Removed all materials, equipment, tools, and supplies, not required to remain on-site as indicated by the City, including storage containers, lifts, trash receptacles, and dumpsters;

(h) Re-established the Project site to its original condition, including but not limited to furniture, fixtures, equipment, finishes, landscaping, irrigation, and/or any concrete, disturbed by Contractor's work;

(i) Return of keys and/or security cards issued to Contractor for Project access.

4.3 Project Records and Audits. Contractor shall keep, and cause each sub-contractor to keep, a complete and accurate record to document the performance of the Work and to expedite any audit that might be conducted by City. Contractor shall maintain, and cause each contractor to maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement for the Work; and Contractor shall make, and cause each contractor to make such materials available to City for review and inspection during the term of this Agreement and for a period of two (2) years from the date of City acceptance of the Work, or until any pending litigation or claims are resolved, whichever is later.

4.4 Liquidated Damages. Contractor shall pay to City the sum of two-hundred forty dollars and zero cents (\$240.00) per day for each and every day of unexcused delay in achieving completion of the Work beyond the date set forth for completion of the Work including the completion of all Punch-List items identified by the City following substantial completion. Any sums shall be payable hereunder by Contractor, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by City, estimated at or before the time of execution of this Agreement. When City reasonably believes that the Work will be delayed, City shall be entitled, but not required, to withhold from any amounts otherwise due Contractor an amount then reasonably determined by City to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving the completion of the Work, or part thereof, for which City has withheld payment, City shall promptly release to Contractor those funds withheld as liquidated damages. The City shall have the sole discretion to determine whether a delay is excused, or unexcused, and such determination shall be final.

4.5 No Damages for Delay. No claim shall be made by the Contractor to City, and no damages, costs or extra compensation shall be allowed or paid by City to Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Agreement. The Contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions by written change order. Should the Contractor be delayed by an act of City, or should City order a

stoppage of the Work for insufficient cause, an extension of time shall be granted by the City by written authorization upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

Article V Devotion of Time; Personnel; and Equipment

5.1 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, Contractor shall make reasonable efforts to provide such additional services within the time schedule without decreasing the effectiveness of the performance of the Work required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Contractor's standard hourly rate schedule, or as otherwise agreed in writing by the Parties.

5.2 To the extent reasonably necessary for the Contractor to perform the Work under this Agreement, 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 Work under this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Contractor hereunder and shall not otherwise be reimbursed by the City unless provided differently herein.

5.3 Contractor shall furnish the facilities, equipment and personnel necessary to perform the Work required under this Agreement unless otherwise provided herein, without relying on City resources for water, sewage disposal, cleaning, or any other waste disposal.

Article VI Miscellaneous

6.1 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.

6.2 Assignment. The Contractor may not assign this Agreement, without the prior written consent of the City.

6.3 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.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 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.

6.7 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 the City assumes no responsibility or liabilities to any third party in connection with these actions. All Work 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 the City. Contractor shall supervise the performance of its work and services and shall be entitled to control the manner and means by which its work and services are to be performed, subject to the terms of this Agreement.

6.8 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, to:

Eric Ellwanger
City Manager
City of Allen, Texas
3rd Floor, Allen City Hall
305 Century Parkway
Allen, Texas 75013
214.509.4110 - telephone
214.509.4118 - fax

With a copy to:

Peter G. Smith
City Attorney
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201
214.965.9900 – telephone
214.965.0010 – facsimile

If intended for Contractor:

Whirlix Design, Inc.
Attn: Jason Edmundson
1761 International Parkway
Suite 125
Richardson, TX 75081

6.9 Insurance.

(a) Contractor shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and

property damage insuring against all claims, demands or actions relating to the Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage, and minimum aggregate limit of not less than \$2,000,000.00 (this policy shall be primary to any policy or policies carried by or available to City and shall include products/completed operations coverage with a minimum aggregate of \$2,000,000.00 and personal and advertising injury coverage with a minimum occurrence limit of \$1,000,000.00); (ii) 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 with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance and shall include bodily injury, occupational illness or disease coverage with Employers Liability limits of \$1,000,000/\$1,000,000/\$1,000,000 covering all of Contractor's employees involved in the provision of services under this Agreement and shall contain an Alternate Employer Endorsement to include the City being named an Alternate Employer under the Workers Compensation policy. A copy of the endorsement shall be provided to the City and attached to the Certificate of insurance signed by person authorized by the insurer to confirm coverage on its behalf; (iv) Policy of Property/Builders Risk Insurance Policy with "all-risk" coverage on the entire Project construction value with replacement cost basis of the Project work and materials in transit and stored off the Project site destined for incorporation; (v) Excess Liability Insurance with a limit of not less than \$2,000,000.00. Such policy shall be in excess of the commercial general liability insurance, automobile insurance and employer's liability insurance. This insurance shall be primary to any policy or policies carried by or available to City and shall be provided on a "following form basis"; and (vi) Professional Liability Insurance (if applicable) with limit of not less than \$2,000,000 for all negligent acts, errors, and omissions by the contractor, its sub-contractors, consultants and employees, that arise out of the performance of this Agreement.

(b) All policies of insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability Insurance; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation 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. Contractor shall provide written notice to the City of any material change of or to the insurance required herein.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

(d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of the Work and upon request by the City.

(e) Contractor shall cause its subcontractors performing the Work to obtain and maintain the insurance coverages as required in Section 6.9 (a) – (d) herein, which shall remain in full force and effect during the term of this Agreement.

6.10 Indemnification.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE WORK OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR'S NEGLIGENT PERFORMANCE OF THE WORK UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS, SUBCONTRACTORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

WITHOUT LIMITING THE FOREGOING, AND TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS CITY FROM AND AGAINST ALL DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, INCURRED BY CITY IN CONNECTION WITH ANY ACTION AGAINST CITY FOR PERSONAL INJURY OF ANY EMPLOYEE OF THE CONTRACTOR OR ANY OF CONTRACTORS'S SUBCONTRACTORS AND CONSULTANTS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, BROUGHT BY SUCH INJURED EMPLOYEE OR THE EMPLOYEE'S WORKERS COMPENSATION INSURANCE CARRIER (HEREINAFTER REFERRED TO AS AN "EMPLOYEE INJURY CLAIM), EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF CITY.

6.11 Debarment and Suspension.

(a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of

the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.

(b) If during the Agreement period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City.

(c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform the City of any violations of this section by subcontractors to the contract.

(d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.12 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.

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

6.14 Prohibition of Boycott Israel. Contractor verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This section does not apply if the Consultant is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Consultant has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

6.15 Prohibition of Boycott of Energy Companies. By accepting this purchase order, Vendor verifies that is does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

6.16 Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations. By accepting this purchase order, Vendor verifies that is does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime

employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2023.

CITY OF ALLEN, TEXAS


By: _____
Eric Ellwanger, City Manager

ATTEST:

By: _____
Shelley B. George, City Secretary

EXECUTED this 23rd day of AUGUST, 2023.

WHIRLIX DESIGN, INC.

By:  _____
Name: DAVID PROLETTI
Title: VP OF OPS



Date: August 22, 2023
 Project: Country Meadows Park
 Location: Allen TX

To: Laura Cuellar RLA

Proposal Expires: 30 Days from >>>>>> August 22, 2023
 Please note that current fluctuations in material pricing may cause a proposal increase between now and
 The acceptance of this agreement.

BUYBOARD CONTRACT # 679-22, VENDOR # 3120

Item 1 – Demolition and New LSI Playground 1175741-02-05

Series: *Play Booster/Smart Play*
 Surface: *Engineered Wood Fibar (EWF)*
 Installation: *By Factory Trained Installers*
 Quantity/Sizes: *See Below*

Base Bid: \$360,000.00

Cost Break Down:

<i>Play Equipment:</i>	\$220,820.88
<i>Site Work (Drainage, Demo, Install, Freight):</i>	\$149,176.75
<i>Payment & Performance Bonds:</i>	\$7,649.43
<i>Buy Board Discount:</i>	-\$17,647.06

Base Bid Includes:

- Full Submittal Package
- Warranty As Specified – Best in the Business!
- Freight
- ADA Compliant Play Structures
- Certified Installation
- Payment & Performance Bonds
- Buy Board Discount
- Drainage Demo and Replacement
- Engineered Wood Fibar Demo and Replacement
- Remediation of Disturbed Sod (Replacement Sod)
- Geotextile Fabric
- Demo of Existing Equipment
- Haul off or On-Site Disposal of Equipment
- Discounts to Hit Target Budget

Base Bid Excludes:

- Sales Tax
- Textura, Oracle, etc.
- Construction Management Software Required for a Specific Project
- Maintenance Bonds
- Use of Credit Cards as Payment
- Excavation and Removal of Soil

Whirlix Design Inc.
 1751 International Parkway, Suite 131
 Richardson, TX 75081



- Tuff Timber or Concrete Border
- Drilling Through Rocky Soil
- Hitting of New or Existing Sprinkler pipes (not expected in path of travel)
- Hitting of private electrical, water, sewer, internet, etc. that are not detectible during a commercial line location.
- Surveying of Site
- Craning of Equipment
- Logistical Issues that Prevent Truck or Equipment Access to Site
- Special Augers or Drilling Equipment
- Certified Payroll / Progress Billing
- Setting of Control Points or Benchmarks
- Remobilization Charges Due to Weather or Project Delays
- Offsite Storage of Equipment Due to Weather or Project Related Delays
- On Site Security
- Permitting and Inspections
- Third Party Inspections
- Dumpster
- Latrine on Site
- Geotechnical Report
- Wet Stamped Engineering Drawings

Terms: Net 30 for Existing Customers. All new customers are subject to a credit check and Possible deposit.

Payment terms will be based, in part, on credit review that is pulled from The Experian Business Division.

Pursuant to Tex. Prop. Code § 53.159, Whirlix will need any and all Bond information at the time of Signed Proposal, Contract, and / or Deposit.

All taxes now or hereafter levied by federal, state, or local authority upon the sale of any of the forgoing products to be paid for by the purchaser. All quotations are subject to the conditions printed on the following pages, if any and when accepted are subject to the approval of an officer of this company.

Prepared by Brady Dillow · Whirlix Design Inc · bdillow@whirlix.com · 214-714-6306

Acceptance of Approval: The above prices, specifications, and conditions are satisfactory and accepted. You are hereby authorized to provide all items described above. Any balances not paid within thirty (30) days of the date of the invoice shall accrue interest at the rate of 18% per annum. Any action to construe, declare or enforce this contract shall only be brought in a court of competent jurisdiction with venue lying solely and exclusively in Dallas County, Texas. The prevailing party in any action brought to construe, declare or enforce this contract shall be entitled to recover its actual attorney's fees, attorney's travel time charges and expenses, paralegal fees, computer access and utilization charges, expert witness fees and expenses, costs, expenses and expenses of investigation, discovery, and litigation. The parties to this contract expressly waive the right to trial by jury of any cause of action or defense pertaining to this contract. The above prices, specifications, and conditions are satisfactory and accepted. You are hereby authorized to provide all items described above.

Date: _____ **Signature:** _____

Whirlix Design Inc.
1751 International Parkway, Suite 131
Richardson, TX 75081

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE:	September 12, 2023
AGENDA CAPTION:	Authorize the City Manager to Execute a Contract with Millis Development & Construction – Dallas, LLC, for the construction of the Molsen Farm Trailhead and Trail Connection for \$1,811,043.
STAFF RESOURCE:	Kate Meacham, Director of Parks and Recreation Matt McComb, Planning & Development Manager
PREVIOUS COUNCIL ACTION:	December 8, 2009, Allen City Council Adopted Resolution No. 2876-12-09 to Accept Collin County Parks and Open Space Funding Assistance for the Design of Molsen Farm Phase 1. December 11, 2012, Allen City Council authorized Phase I contract for design. August 24, 2023, Allen City Council authorized a contract for the Molsen Farm Master Plan and Design of the Trailhead and Trail Connection.
STRATEGIC PLANNING GOAL:	Safe and Livable Community for All.

BACKGROUND

As a part of the Allen Parks, Recreation & Open Space Master Plan, Molsen Farm serves to preserve natural open spaces within the community and to make spaces available for passive recreation. After the purchase of the initial 52.4 acres in 2006, the Allen Community Development Corporation approved \$150,000 for the Molsen Farm project in 2008.

In 2009, these funds were proposed as the City’s required match toward the Design of Molsen Farm for the Collin County Parks and Open Space Funding Assistance program. In the Fall of 2009, the Collin County Commissioners Court approved recommendations by the Collin County Parks Foundation Advisory Board which included the award of \$150,000 toward the Design of Molsen Farm. In 2010 the city completed the design and construction of Rowlett hike and bike trail, just under a half mile of trail through Molsen Farm, which included the first trail passage beneath US 75 Hwy and one of very few tunnel crossings through the DART right-of-way. Following the trail construction and completion of the initial master plan, limited in scope, the city executed the first phase of Design. This design was limited to initial surveying, data collection and the visioning concepts developed for the existing homestead, which were completed in 2013. In 2016, the City acquired an additional 14-acre frontage parcel along Greenville Ave. and later in 2022 acquired the corner parcel of 16 acres at Ridgemont Dr. and Greenville to complete the ultimate land mass that would maximize opportunity for amenities offered to the residents. Each of the three acquisitions were also supported by Collin County Parks and Open Space Funding Assistance.

In the Summer of 2022, Parkhill, Smith & Cooper, Inc. was hired to design the overall master plan for Molen Farm as well as provide the final design and construction documentation of the Molsen Farm Trailhead and Trail Connection which would ultimately be identified as Phase I of development.

The trail connectivity and associated amenities, such as the trailhead, will provide the residents access to the Rowlett Trail corridor for both passive recreation and alternative transportation needs, which is in accordance with The City of Allen Trails and Bikeways Master Plan.

In May of 2023, the Purchasing Division advertised for public bid the Molsen Farm Trailhead and Trail Construction. On June 15, 2023, three (3) vendors responded to the Invitation for Bid and Millis Development & Construction – Dallas, LLC was identified at the straight low bid meeting the specifications, terms, and conditions with no exceptions.

BUDGETARY IMPACT

Funds for the project budget in the amount of \$2,263,804 are to be funded through 2016 G.O. Bond funds, identified in the Parks and Recreation CIP Project PR0805. These funds cover this construction contract of \$1,811,043 and additionally provide for a 25% contingency of \$452,761 to establish the project budget.

Molsen Farm Trailhead Construction

Project Cost Estimate

Construction Contract	\$1,811,043
Project Contingency 25%	\$ 452,761
Total	\$2,263,804

Molsen Farm Available

Project Funding

Total Funding Available	\$3,020,145
Proposed Project Costs	(\$2,263,804)
Remaining Total	\$ 756,341

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to authorize the City Manager to execute a contract with Millis Development &

Construction Dallas, LLC, for the construction of the Molsen Farm Trailhead and Trail Connection for \$1,811,043.

ATTACHMENT(S)

[Contract](#)



CITY OF ALLEN, TEXAS

STANDARD FIXED PRICE CONTRACT

City of Allen
Purchasing Department
305 Century Parkway
Allen, Texas 75013

City of Allen, Texas

This Contract is made by and between the City of Allen, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and Millis Development and construction – Dallas, LLC, a Texas Limited Liability Company (LLC) (hereinafter referred to as the "Contractor") for construction of Molsen Farm, the Owner and the Contractor hereby agreeing as follows:

ARTICLE I

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 THE CONTRACT

1.1.1 The Contract between the Owner and the Contractor, of which this Contract is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2. THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents consist of this Agreement, the Requirements and Instructions to Bidders, the Specifications, the Drawings, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Contract.

1.3 ENTIRE AGREEMENT

1.3.1 This Contract, together with the Contractor's performance and payment bonds for the Project, all General Conditions, Special Conditions, Plans and Specifications, and Addenda attached thereto, constitute the entire and exclusive agreement between the Owner and the Contractor regarding the Project. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor not expressly made a part hereof.

1.4 NO PRIVITY WITH OTHERS

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 INTENT AND INTERPRETATION

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, per its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, per its common and customary usage.

1.5.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, the Product Data, and any Plans and Specifications, and shall give written notice to the Owner of any inconsistency, ambiguity, error or omission which the Contractor

may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the Owner or the Architect of the Contract Documents, Shop Drawings or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Architect to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made. Further, the Contractor represents and warrants that it has had a sufficient opportunity to inspect the Project site and assumes all responsibility for inadequacies or ambiguities in the plans, drawings or specifications as well as for latent conditions of the site where the work is to be performed.

1.5.8 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern, as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.6 OWNERSHIP OF

CONTRACT DOCUMENTS

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all such

Contract Documents on other projects without the Owner's prior written authorization.

ARTICLE II

THE WORK

2.1 The Contractor shall perform all the Work required, implied or reasonably inferable from, this Contract.

2.2 WORK

2.2.1 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance, and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as Molsen Farm brief description of work to be done:

[Detailed Work to be Performed will be attached at Exhibit A. This will include the bid specification and scope of work and the vendors response.]

2.2.2 The Contractor shall be responsible for paying for and procuring all materials and labor and furnishing all services necessary or appropriate for the full performance of the Work and the for the full completion of the Project. All materials shall be new and materials and workmanship shall be of good quality. Upon request, the Contractor shall furnish

satisfactory proof of the type, kind, and quality of materials.

ARTICLE III

CONTRACT TIME

3.1 TIME AND LIQUIDATED DAMAGES

3.1.1 The Contractor shall commence the Work within 10 days of receipt of a written Notice to Proceed, and shall achieve Substantial Completion of the Work no later than 180 calendar days from the date specified in the Notice to Proceed. The parties acknowledge that time is of the essence in the performance of the terms of this Contract. The term "calendar days" shall mean all days of the week or month, no days being excepted. It is contemplated by the parties that the progress of the Work may be delayed by certain conditions beyond the control of the parties; these delays have been contemplated by the parties and considered in the time allotted for performance specified herein and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors who may be performing work at the Project site unrelated to this Contract.

The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "Contract Time".

3.1.2 The Contractor shall pay the Owner the sum of \$500 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall

promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.1.3 No claim shall be made by the Contractor to the Owner, and no damages, costs or extra compensation shall be allowed or paid by the Owner to the Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Contract. The Contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions by written change orders as provided for hereinafter. Should the Contractor be delayed by an act of the Owner, or should the Owner order a stoppage of the Work for sufficient cause, an extension of time shall be granted by the Owner by written authorization upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

3.1.4 The Owner shall have the authority to suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable conditions considered unfavorable for the proper prosecution of the Work or for the failure of the Contractor to carry out instructions from the Owner or Owner's representative. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the site and the Work from damage, loss or harm.

3.2 SUBSTANTIAL COMPLETION

3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose, even though minor miscellaneous work and/or adjustment may be required.

3.3 TIME IS OF THE ESSENCE

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV

CONTRACT PRICE

4.1 THE CONTRACT PRICE

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all the Work required herein, the fixed sum of \$1,811,043.45.

The sum set forth in this Paragraph 4.1 shall constitute the Contract Price which shall not be modified except by written Change Order as provided in this Contract.

ARTICLE V

PAYMENT OF THE CONTRACT PRICE

5.1 SCHEDULE OF VALUES

5.1.1 Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the Owner and to the Architect a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Architect or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged and accepted in writing by the Architect and the Owner.

5.2 PAYMENT PROCEDURE

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.

5.2.2 **PROGRESS PAYMENTS** - Based upon the Contractor's Applications for Payment submitted to the Architect and upon Certificates for Payment subsequently issued to the Owner by the Architect, the Owner shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or before the 25th day of each month after commencement of the Work, the Contractor shall

submit an Application for Payment for the period ending the 15th day of the month to the Architect in such form and manner, and with such supporting data and content, as the Owner or the Architect may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Work, less the total amount of previous payments received from the Owner. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Architect will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Architect shall determine and certify to the Owner the amount properly owing to the Contractor. The Owner shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following the Architect's receipt and approval of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Architect less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Architect's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 hereinbelow.

5.2.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue

future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of the Project by the owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

5.3 WITHHELD PAYMENT

5.3.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

- (a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor;
- (b) claims of third parties against the Owner or the Owner's property;
- (c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price,
- (e) evidence that the Work will not be completed in the time required for substantial or final completion;
- (f) persistent failure to carry out the Work in accordance with the Contract;
- (g) damage to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand. The Owner shall have no duty to third parties to withhold payment to the

Contractor and shall incur no liability for a failure to withhold funds.

5.4 UNEXCUSED FAILURE TO PAY

5.4.1 If within fifteen (15) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after ten (10) additional days' written notice to the Owner and the Architect, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Late payments shall not accrue interest or other late charges.

5.5 SUBSTANTIAL COMPLETION

5.5.1 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Architect a list of items to be completed or corrected. When the Architect on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Upon Substantial Completion of the Work, and execution by both the Owner and the Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable cost as determined by the Owner and the Architect for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

5.6 COMPLETION AND FINAL PAYMENT

5.6.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in

writing. Thereupon, the Architect will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

5.6.1.1 If the Contractor fails to achieve final completion within the time fixed therefor by the Architect in its Certificate of Substantial Completion, the Contractor shall pay the Owner the sum set forth hereinabove as liquidated damages per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to final payment unless and until it submits to the Architect its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Architect or the Owner; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.6.3 The Owner shall make final payment of all sums due the Contractor within ten (10) days of the Architect's execution of a final Certificate for Payment.

5.6.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

5.6.5 Under no circumstance shall Contractor be entitled to receive interest on any payments or monies due Contractor by the Owner, whether the amount on which the interest may accrue is timely, late, wrongfully withheld, or an assessment of damages of any kind.

ARTICLE VI

THE OWNER

6.1 INFORMATION, SERVICES AND THINGS

REQUIRED FROM OWNER

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Contract, all written and tangible material in its possession concerning conditions below ground at the site of the Project.

Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor. The Owner shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.1.3 The Owner shall furnish the Contractor, free of charge, one copy of the Contract Documents for execution of the Work.

6.2 RIGHT TO STOP WORK

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, or if the best interests of the public health, safety or welfare so require, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 OWNER'S RIGHT TO PERFORM WORK

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Architect's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner.

ARTICLE VII

THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work strictly in accordance with this Contract.

7.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.3.1 The Contractor shall give adequate attention to the faithful prosecution of the Work and the timely completion of this Contract, with authority to determine the manner and means of performing such Work, so long as such methods insure timely completion and proper performance.

7.3.2 The Contractor shall exercise all appropriate means and measures to insure a safe and secure jobsite in order to avoid and prevent injury, damage or loss to persons or property.

7.4 WARRANTY

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress 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 materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, 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.

7.5 The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 SUPERVISION

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or the Architect.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

NAME	FUNCTION
Julie Rastegar	Director of Preconstruction
_____	_____
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

7.7 The Contractor, within fifteen (15) days of commencing the Work, shall submit to the Owner and the Architect for their information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Architect. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this Contract.

7.8 The Contractor shall continuously maintain at the site, for the benefit of the owner and the Architect, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Owner and Architect the approved Shop Drawings, Product Data, Samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the Owner.

7.9 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

7.9.1 Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the

Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.9.2 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Architect. Approval by the Architect, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

7.10 CLEANING THE SITE AND THE PROJECT

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the site and the Project and remove all waste, rubbish, temporary structures, and other materials together with all of the Contractor's property therefrom. Contractor shall dispose of all refuse at a Texas Natural Resource Conservation Commission approved landfill. The Contractor shall further restore all property damaged during the prosecution of the Work and shall leave the site in a clean and presentable condition. No additional payment shall be made by the Owner for this work, the compensation having been considered and included in the contract price.

7.11 ACCESS TO WORK AND INSPECTIONS

7.11.1 The Owner and the Architect shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested. When reasonably requested by the Owner or the Architect, the Contractor shall perform or cause to be performed such testing as may be necessary or appropriate to insure suitability of the jobsite or the Work's compliance with the Contract requirements.

7.12 INDEMNITY AND DISCLAIMER

7.12.1 OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESC-

RIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE CONTRACTOR, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF OWNER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE OWNER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT OWNER FROM THE CONSEQUENCES OF THE CONTRACTOR'S AS WELL AS THE OWNER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.

7.12.2 The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and non-contributory as to any insurance maintained by the Owner for its own benefit, including self-insurance. In addition, Contractor shall obtain and file with Owner a Certificate of Insurance and copies of

policy endorsements evidencing the required coverage.

7.12.3 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.13 NONDISCRIMINATION

7.13.1 The Contractor shall not discriminate in any way against any person, employee or job applicant on the basis of race, color, creed, national origin, religion, age, sex, or disability where reasonable accommodations can be effected to enable the person to perform the essential functions of the job. The Contractor shall further insure that the foregoing nondiscrimination requirement shall be made a part and requirement of each subcontract on this Project.

7.14 PREVAILING WAGE RATES

7.14.1 The Contractor shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the Project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the Project. The Owner has adopted a Prevailing Wage Rate Schedule, available to the Contractor by request, which specifies the classes and wage rates to be paid to all persons. The Contractor shall pay not less than the minimum wage rates established thereby for each class, craft or type of labor, workman, or mechanic employed in the execution of this Contract. The failure of the Contractor to comply with this requirement shall result in the forfeiture to the Owner of a sum of not less than Sixty Dollars (\$60.00) for each person per day, or portion thereof, that such person is paid less than the prevailing rate. Upon request by the Owner, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the Owner to insure compliance with this provision.

7.15 JOB SITE SAFETY PRECAUTIONS

7.15.1 The Contractor shall at all times exercise reasonable precautions for the safety of its employees, laborers, subcontractors, mechanics, workmen and others on and near the jobsite and shall comply with all laws, ordinances, regulations, and standards of federal, state and local safety laws and regulations. The Contractor shall provide such machinery guards, safe walkways, ladders, bridges, and other safety devices as may be necessary or appropriate to ensure a safe and secure jobsite and shall require its subcontractors to comply with this requirement. The Contractor shall immediately comply with any and all safety requirements imposed by the Architect during the progress of the Work.

7.16 WARNING DEVICES AND BARRICADES

7.16.1 The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, pavement markings, and other devices as may be necessary or appropriate or required by the Architect to protect persons or property in, near or adjacent to the jobsite. No separate compensation shall be paid to the Contractor for such measures. Where the Work is being conducted in, upon or near streets, alleys, sidewalks, or other rights-of-way, the Contractor shall ensure the placement, maintenance and operation of any and all such warning devices as may be required by the Owner and shall do so until no longer required by the Owner. Such devices shall be in compliance with and conform to the manual and specifications for the uniform system of traffic control devices adopted by the Texas Department of Transportation.

7.17 PROTECTION OF UTILITIES

AND OTHER CONTRACTORS

7.17.1 The Contractor shall use best efforts to leave undisturbed and uninterrupted all utilities and utility services provided to the jobsite or which presently exists at, above or beneath the location where the Work is to be performed. In the event that any 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.

7.17.2 The Contractor understands and acknowledges that other contractors of the Owner or of other entities may be present at the jobsite performing other work unrelated to the Project. The Contractor shall use best efforts to work around other contractors without impeding the work of others while

still adhering to the completion date established herein. In the event that the Contractor’s work is or may be delayed by any other person, the Contractor shall immediately give notice thereof to the Architect and shall request a written Change Order in accordance with the procedures set forth by this Contract. The Contractor’s failure to provide such notice and to request such Change Order shall constitute a waiver of any and all claims associated therewith.

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 THE ARCHITECT

8.1.1 When used in this Contract the term “Architect” does not necessarily denote a duly licensed, trained or certified architect; as used herein, the term shall be used interchangeably and shall mean a designated Architect, Engineer, or Contract Administrator (who may not be an architect or engineer) for the Owner, said person to be designated or redesignated by the Owner prior to or at any time during the Work hereunder. The Architect may be an employee of the Owner or may be retained by the Owner as an independent contractor but, in either event, the Architect’s duties and authority shall be as set forth hereinafter. The Contractor understands and agrees that it shall abide by the decisions and instructions of the Architect notwithstanding the contractual relationship between the Owner and Architect. All the Owner’s instructions to the Contractor shall be through the Architect.

In the event the Owner should find it necessary or convenient to replace the Architect, the Owner shall retain a replacement Architect and the status of the replacement Architect shall be that of the former Architect.

8.2 ARCHITECT'S ADMINISTRATION

8.2.1 The Architect, unless otherwise directed by the Owner in writing, will perform those duties and discharge those responsibilities allocated to the Architect as set forth in this Contract. The Architect shall be the Owner's representative from the effective date of this Contract until final payment has been made.

8.2.2 The Owner and the Contractor shall communicate with each other in the first instance through the Architect.

8.2.3 The Architect shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Architect shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.2.4 The Architect will review the Contractor's Applications for Payment and will certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

8.2.5 The Architect shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Architect deems it necessary or advisable, the Architect shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

8.2.6 The Architect will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.2.7 The Architect will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.2.8 The Architect shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

8.2.9 The Architect's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

8.3 CLAIMS BY THE CONTRACTOR

8.3.1 The Architect shall determine all claims and matters in dispute between the Contractor and

Owner with regard to the execution, progress, or sufficiency of the Work or the interpretation of the Contract Documents, including but not limited to the plans and specifications. Any dispute shall be submitted in writing to the Architect within seven (7) days of the event or occurrence or the first appearance of the condition giving rise to the claim or dispute who shall render a written decision within a reasonable time thereafter. The Architect's decisions shall be final and binding on the parties. In the event that either party objects to the Architect's determination as to any submitted dispute, that party shall submit a written objection to the Architect and the opposing party within ten (10) days of receipt of the Architect's written determination in order to preserve the objection. Failure to so object shall constitute a waiver of the objection for all purposes.

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract.

8.3.3 **CLAIMS FOR CONCEALED, LATENT OR UNKNOWN CONDITIONS** - The Contractor expressly represents that it has been provided with an adequate opportunity to inspect the Project site and thoroughly review the Contract Documents and plans and specifications prior to submission of its bid and the Owner's acceptance of the bid. Subject to the conditions hereof, Contractor assumes full responsibility and risk for any concealed, latent or unknown condition which may affect the Work. No claims for extra work or additional compensation shall be made by Contractor in connection with concealed, latent or unknown conditions except as expressly provided herein. Should concealed, latent or unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner and the Architect written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as

provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed, latent or unknown condition and the Contractor thereby assumes all risks and additional costs associated therewith.

8.3.4 **CLAIMS FOR ADDITIONAL COSTS** - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefor, the Contractor shall give the Architect written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.3.4.1 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors. The Owner shall not be liable to the Contractor for any claims based upon delay to the Contractor for any reason whatsoever including any act or neglect on the part of the Owner.

8.3.5 **CLAIMS FOR ADDITIONAL TIME** - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Owner and the Architect, for such reasonable time as the Architect may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such

claim as required in this Subparagraph, any claim for an extension of time shall be waived.

8.4 FIELD ORDERS

8.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

8.5 MEDIATION

8.5.1 In the event that a dispute arises under the terms of this Contract, following an adverse determination by the Architect and proper preservation of the issue as required herein, the parties agree to submit to mediation. In such event, the parties shall agree to a designated person to serve as mediator and each party shall be responsible for payment of one-half of the total mediation fees. The parties shall submit the dispute to mediation as soon as practical and in no event later than one (1) year after the Architect's written decision on the matter. At least one designated representative of each party must attend and participate in good faith in an effort to resolve the matters in dispute. Mediation shall not be the exclusive remedy available to the Parties.

8.5.2 In no event shall the foregoing provision justify or authorize any delay in the progress of the Work; the parties shall abide by the decision of the Architect in accomplishing the timely completion of the Project.

ARTICLE IX

SUBCONTRACTORS

9.1 DEFINITION

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work. No Subcontractor shall be in privity with the Owner.

9.2 AWARD OF SUBCONTRACTS

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Owner, in writing, the names of persons or entities proposed by the

Contractor to act as a Subcontractor on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter a subcontract with a proposed Subcontractor with reference to whom the Owner has made timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights afforded to the Owner by Subparagraph 12.2.1 below. All subcontracts shall incorporate by reference the provisions hereof and shall provide that no claims, causes or demands shall be made by any Subcontractor against the Owner.

9.2.3 The Contractor shall indemnify, defend and hold harmless the Owner from and against any and all claims, demands, causes of action, damage, and liability asserted or made against the Owner by or on behalf of any Subcontractor.

ARTICLE X

CHANGES IN THE WORK

10.1 CHANGES PERMITTED

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 CHANGE ORDER DEFINED

10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and the Architect, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by written Change Order.

10.3 CHANGES IN THE CONTRACT PRICE

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Architect on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or the Architect requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from the Contractor or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and jobsite field office overhead directly attributable to the change. In no event, shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expense be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Architect's Certificate for Payment.

10.3.3 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or to the

Contractor, the applicable unit prices shall be equitably adjusted.

10.4 MINOR CHANGES

10.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 EFFECT OF EXECUTED CHANGE ORDER

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.6 NOTICE TO SURETY; CONSENT

10.6.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI

UNCOVERING AND CORRECTING WORK

11.1 UNCOVERING WORK

11.1.1 If any of the Work is covered contrary to the Architect's request or to any provisions of this Contract, it shall, if required by the Architect or the Owner, be uncovered for the Architect's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall, if required by the Architect or Owner, be uncovered for the Architect's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 CORRECTING WORK

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Architect as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Architect's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 OWNER MAY ACCEPT DEFECTIVE OR NONCONFORMING WORK

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any,

is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII

CONTRACT TERMINATION

12.1 TERMINATION BY THE CONTRACTOR

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner and the Architect, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Architect and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 TERMINATION BY THE OWNER

12.2.1 *FOR CONVENIENCE*

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination

becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4 (a) The Contractor shall submit a termination claim to the Owner and the Architect specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

(i) Contract prices for labor, materials, equipment and other services accepted under this Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages), provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to

reflect the anticipated rate of loss, if any;

- (iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 FOR CAUSE

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, abandons the jobsite and fails to resume work within five (5) days of written notice thereof by the Owner, fails to grant or allow access to the jobsite by the Owner or Architect, fails to supply enough properly skilled workers, supervisory personnel or proper equipment or materials, fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price does not exceed the cost of finishing the work, including compensation for the Architect's additional services and expenses made necessary thereby, such difference shall be paid by the Contractor to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination

shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

**ARTICLE XIII
INSURANCE**

**13.1 CONTRACTOR SHALL
MAINTAIN INSURANCE**

13.1.1 The Contractor at his own expense shall purchase, maintain and keep in force during the life of this contract, adequate insurance that will protect the Contractor and/or any Additional Insured from claims which may arise out of or result from operations under this contract. The insurance required shall provide adequate protections from all claims, whether such operations be by the Contractor or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special hazards, such as blasting, which may be encountered in the performance of this contract in the amounts as shown below in Paragraph 13.2.1.

13.1.2 The Contractor shall not commence work until the Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner.

**13.2 TYPES AND AMOUNTS OF
CONTRACTOR'S INSURANCE**

13.2.1. The Contractor shall furnish and maintain during the term of the Contract Worker's Compensation and Commercial General Liability (Public) Insurance in such amounts as follows:

<u>Type of Insurance</u>	<u>Amount</u>
Worker's Compensation	as set forth in the Worker's Compensation Act and shall include bodily injury, occupational illness or disease coverage with minimum Employer's Liability limits of not less than \$500,000/\$500,000/\$500,000.

Commercial General Liability Policy covering bodily injury, death and property damage including the property of the Owner, its officers, contractors agents and employees insuring against all claims, demands or actions relating to the work and services provided pursuant to this Agreement with minimum limits on a

per project basis of not less than One Million Dollars (\$1,000,000) combined single limit and Two Million Dollars (\$2,000,000) aggregate including products and completed operations coverage and Personal and Advertising Injury with a minimum per occurrence limit of One Million Dollars (\$1,000,000). This policy shall be primary to any policy or policies carried by or available to the Owner.

Automobile Liability Policy covering all operations of the Contractor pursuant to this Contract involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.

Excess Liability Insurance Policy with a limit of not less than \$2,000,000. Such insurance shall be excess of the commercial general liability insurance, business auto liability insurance and employer's liability insurance. This insurance will apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the Owner and shall be provided on a "following form basis". Contractor waives all rights against the Owner for recovery of damages pursuant to this Contract. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the Contractor's completed work, including its sub-contractors, consultants and employees.

Property/Builders Risk Insurance Policy with "all-risk" coverage on the entire Work with replacement cost basis to include the interest of the Owner, Contractor and sub-contractors in the Work and materials in transit and stored off the Project site destined for incorporation.

Contractor Professional Liability Insurance (if applicable) with limit of not less than \$2,000,000 for all negligent acts, errors, and omissions by the Contractor, its sub-contractors, consultants and employees, that arise out of the performance of this Agreement.

13.3 ADDITIONAL INSURED

The Owner shall be an additional insured on all insurance policies required under this Contract except for Workers Compensation and Professional Liability Insurance furnished by the Contractor.

13.4 WRITTEN NOTIFICATION

Each insurance policy shall be endorsed to contain a provision requiring that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage, a notice thereof shall be given by certified mail to the Division of Purchasing, City of Allen, 305 Century Parkway, Allen, Texas, 75013. In the event the insurance company providing insurance is unable to contain such endorsement Contractor shall provide written notice to Owner of any expiration, cancellation, non-renewal or any material change in coverage.

13.5 PREMIUMS AND ASSESSMENTS

Companies issuing the insurance policies shall have no recourse against the Owner for payment of any premiums or assessments for any deductibles which are at the sole responsibility and risk of the Contractor.

13.6 CERTIFICATE OF INSURANCE

Proof that the insurance is in force shall be furnished to the City on City of Allen Standard Certificate of Insurance Forms. In the event, any insurance policy shown on the Certificate of Insurance has an expiration date that is prior to the completion and final acceptance of the Project by the Owner, the Contractor shall furnish the Owner proof of identical continued coverage no later than thirty (30) days prior to the expiration date shown on the Certificate of Insurance.

13.7 PRIMARY COVERAGE

The coverages provided herein shall be primary and noncontributory with any other insurance maintained by the Owner for its benefit, including self insurance.

13.8 WORKER'S COMPENSATION INSURANCE COVERAGE

13.8.1 The Contractor shall:

- (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
- (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;

- (3) provide the governmental entity prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;
- (4) obtain from each person providing services on a Project, and provide to the governmental entity:
 - (A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
- (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30-point bold type and text in at least 19-point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the Texas Worker's Compensation Commission on the sample notice, without any additional words or changes:

*REQUIRED WORKERS' COMPENSATION
COVERAGE*

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

and

- (8) contractually require each person with whom it contracts to provide services on a project, to:
 - (A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all its employees providing services on the project, for the duration of the project;
 - (B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;
 - (C) include in all contracts to provide services on the project the language in subsection (e)(3) of this rule;
 - (D) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (E) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (i) a certificate of coverage, prior to the other person

beginning work on the project; and

- (ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (G) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (H) contractually require each other person with whom it contracts, to perform as required by subparagraphs (A) - (H) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

ARTICLE XIV

MISCELLANEOUS

14.1 LAWS AND ORDINANCES

14.1.1 The Contractor shall always and in all respects, observe and comply with all federal, state and local laws, ordinances, and regulations applicable to the Project and Work. The Contractor shall further insure that all Subcontractors observe and comply with said laws, ordinances and regulations.

14.2 GOVERNING LAW

14.2.1 The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this

Contract or the Work to be performed hereunder shall be in the courts of Collin County, Texas.

14.3 SUCCESSORS AND ASSIGNS

14.3.1 The Owner and Contractor bind themselves, their respective successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

14.4 SURETY BONDS

14.4.1 If the Contract Price exceeds the sum of \$25,000.00, the Contractor shall furnish separate performance and payment bonds to the Owner, per the requirements set out in the bid documents and state statutes to guaranty full and faithful performance of the Contract and the full and final payment of all persons supplying labor or materials to the Project. Each bond required by the bid documents or state statute shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably suitable to the Owner and authorized to do business in the State of Texas by the State Board of Insurance.

14.4.2 If the Contract Price exceeds the sum of \$25,000.00, the Contractor, upon execution of the Contract and prior to commencement of the Work, shall furnish to the Owner a maintenance bond in the amount of one hundred percent (100%) of the Contract Price covering the guaranty and maintenance prescribed herein, written by an approved surety authorized and duly licensed to conduct business in the State of Texas. The cost of said maintenance bond shall be included in the Contractor's unit bid prices and shall be paid by the Contractor.

14.5 SEVERABILITY

14.5.1 The provisions of this Contract are herein declared to be severable; if any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.

14.6 AMENDMENTS

14.6.1 This Contract may be amended by the parties only by a written agreement duly executed by both parties. The failure of the Owner to object to any nonperformance or nonconforming work or to enforce any provision hereof shall in no event be regarded as or construed to be a waiver, release or modification of any term or provision in this Contract, nor shall such failure to object or enforce estop the Owner from insisting on strict compliance with this Contract or from recovering damages, costs or expenses arising because of such nonperformance or nonconforming work.

14.7 NOTICES

14.7.1 All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party or Architect at the address set forth herein or set forth in a written designation of change of address delivered to all parties and the Architect.

14.8 PROHIBITIONS

14.8.1 PROHIBITION OF BOYCOTT ISRAEL: Company verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. Effective September 1, 2019, this section

does not apply if the Vendor is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Vendor has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

14.8.2 Prohibition of Boycott of Energy Companies. By accepting this purchase order, Vendor verifies that is does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

14.8.3 Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations. By accepting this purchase order, Vendor verifies that is does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

Contracts in the Amount of \$0-\$100,000

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

Contracts in the Amount of \$100,000-\$1,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: f) Premises/Operations g) Products/Completed Operations h) Independent Contractors i) Personal Liability j) Contractual Liability	\$1,000,000 each occurrence \$2,000,000 general aggregate \$2,000,000 Umbrella/ Excess Liability	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> • \$1,000,000 per occurrence • \$1,000,000 aggregate or; • \$1,000,000 combined single limits 	City to be named as a additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5.a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Contracts in the Amount of \$1,000,000-\$8,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: k) Premises/Operations l) Products/Completed Operations m) Independent Contractors n) Personal Liability o) Contractual Liability	\$2,000,000 each occurrence, \$4,000,000 general aggregate; \$4,000,000 umbrella	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> • \$1,000,000 per occurrence • \$2,000,000 aggregate or; • \$2,000,000 combined single limits 	City to be named as additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

All Contracts over \$8,000,000 must contact Risk Management for insurance specifications

All Certificates of Insurance need to reference job or contract number in comments section.

EXECUTED in single or multiple originals, this ____ day of _____, 20__.

CITY OF ALLEN

CONTRACTOR:

APPROVED:

Eric Ellwanger, City Manager



(Signature)

Chad Millis, President
(Type/Print Name and Title):

7300 State Highway 121SB, Suite 420
(Street Address)

McKinney, Texas 75070
(City/State/Zip)

ATTEST:

Shelley B. George, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

- AGENDA DATE:** September 12, 2023
- AGENDA CAPTION:** Authorize the City Manager to execute a One-Year License Agreement with SideK Sports Management, LLC, as a member of the Major Arena Soccer League (MASL) to play all home games at Credit Union of Texas Event Center for the 2023-2024 Season.
- STAFF RESOURCE:** Kate Meacham, Parks and Recreation Director
Teresa Thomason, Parks and Recreation Assistant Director
- PREVIOUS COUNCIL ACTION:** On August 23, 2022, City Council authorized the City Manager to execute a One-Year License Agreement with the Dallas Sidekicks Professional Soccer Team of the Major Arena Soccer League (MASL) to play all home games at Credit Union of Texas Event Center for the 2022-2023 Season.
- STRATEGIC PLANNING GOAL:** Vibrant Community with Lively Destinations and Successful Commercial Centers.

BACKGROUND

The Dallas Sidekicks, a member of the Major Arena Soccer League (MASL), will begin their 11th season of play at the Credit Union of Texas Event Center (Event Center). In March 2023, Event Center management began discussions with Sidekicks leadership for a new license agreement. The Team and City have agreed to terms for a new license agreement with a potential overall term of three years.

On June 23, 2023, team leadership notified the City that the proposed terms were agreed to for a new agreement. The updated terms include higher upfront license fees paid to the City, with opportunities for attendance-based rebates and revenue sharing for the Team if per-game attendance goals are met. License fees for Monday through Thursday games will increase 100% from \$10,000 per game to \$20,000 per game, while license fees for Friday through Sunday games will increase 79% from \$14,000 to \$25,000 per game. This new term will total 12 home games for each of the 2024-2026 seasons, plus the potential for playoff games at the same rates as the regular season.

The City retains the right to evaluate the continuation of years two and three should the Team not meet ticket scan/attendance numbers of 2,500 average per game over the course of a full season. Should the City decide to exercise the right to terminate after any season within the 3-year term, the City will notify the Team within (60) days after the conclusion of the prior season's last game date.

BUDGETARY IMPACT

Credit Union of Texas Event Center will budget accordingly in the Event Center Enterprise Fund on an annual basis to account for the Dallas Sidekicks to play home regular season and playoff games at the

venue.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion authorizing the City Manager to execute a One-Year License Agreement with SideK Sports Management, LLC, as a member of the Major Arena Soccer League (MASL) to play all home games at Credit Union of Texas Event Center for the 2023-2024 Season.

ATTACHMENT(S)

[Arena License](#)

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

ARENA LICENSE

This Arena License (the “License”) is made by and between the City of Allen, Texas (hereinafter referred to as “City”) and SideK Sports Management, LLC, a Texas limited liability company (hereinafter referred to as “Team”) (each a “Party” or collectively the “Parties”), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, City is the owner of a multi-purpose sports and entertainment facility in City of Allen, Texas at 200 E. Stacy Road, Allen, Texas 75002 known as the Credit Union of Texas Event Center (the “Facility”); and

WHEREAS, City has hired a ticketing services company as the exclusive ticket seller for the Facility (“Ticketer”); and

WHEREAS, Team is an American professional indoor soccer team which desires to use the Facility for indoor soccer games for the MASL;

WHEREAS, the Parties desire to enter this Arena License as set forth herein; and

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

**Article I
Definitions**

In this License, the following words and phrases have the following meanings:

“Applicable Game Hours” means from one (1) hour before the start of each of Team’s exhibition, regular season and play-off games to one (1) hour after the conclusion thereof, regardless as to when City decides to open or close the Facility to the public.

“Applicable Usage Hours” means from six (6) hours before the start of each of Teams exhibition, regular season, and play-off games to two (2) hours after the conclusion thereof, regardless as to when City decides to open or close the Facility to the Public.

“Base Level of Service” means the services, personnel, and use of equipment set forth in **Exhibit “B”**.

“Business Day” means any day which is not a Saturday, Sunday or holiday recognized by City for which the main offices of the City of Allen are closed.

“City” shall mean the City of Allen, Texas.

“City Manager” shall mean the City’s city manager, or designee.

“Complimentary Ticket” means a ticket that is not sold, including in sponsorship package or traded in kind for any value whatsoever, but distributed as a free ticket for the purpose of promoting games or events.

“Concession Revenue” means gross revenue generated from Concessions during the specified food and beverage period, less City’s costs, expenses, applicable sales and use taxes, and gratuities, if any.

“Concessions” means the sale or distribution of food and beverages (including alcoholic beverages) in the Facility by City, or person or entity contracted by City. Concessions do not include the sales of event merchandise.

“Effective Date” shall mean the last date of execution hereof.

“Event of Default” has the meaning given to it in Section 5.1.

“Excluded Areas” means the following areas of the Facility: (i) all “sit-down” restaurant or bar areas within the Facility where food and/or beverages are prepared and/or served for consumption within such premises, (ii) Concessions areas; (iii) any office/retail areas used by City or designated by City from time to time for licensing to third parties; (iv) Facility common areas, meeting rooms, and exterior plazas; (v) the community ice rink facility; (vi) future expansions of Facility; and (vii) all other areas within the Facility including, but not limited to, areas designated by City and used for storage, security, maintenance or other operational purposes.

“Facility” shall mean the Credit Union of Texas Event Center located at 200 E. Stacy Road, Allen, Texas 75002, not including the Excluded Areas.

“Game Drop Count” shall mean the number of attendees entering the building and verified by either electronically scanned or stubbed tickets as confirmed by City.

“League” means the Major Arena Soccer League (“MASL”), or such other league as may be approved by the City.

“License Fee” means the fees set forth in Exhibit “A”.

“Office/Retail Areas” means the areas within the Facility that City has leased or licensed to Team for office or retail purposes pursuant to a written agreement between the Parties.

“Origination Fee” means an upfront fee charged by City, to a broadcast provider and/or internet provider for live recording, broadcast, webcast or similar distribution of building activity which uses City staff, equipment and resources.

“Premium Seats” means suites and loge/club seating within the Facility.

“Team” shall mean the SideK Sports Management, LLC, a Texas limited liability company, a member of the Major Arena Soccer League (“MASL”).

“Ticketer” means the ticketing services company contracted by City to sell tickets for seats at the Facility.

Article II Grant of License; Term; Renewal

2.1 Grant.

(a) License. Upon the terms and conditions set forth in this License, and subject to Team’s continued satisfaction and compliance with the terms and conditions set forth herein, City hereby grants to Team, and Team hereby takes and accepts from City, an exclusive license to use the Facility (except for the Excluded Areas) during Applicable Usage Hours during the Soccer Season during the Term of this License for the purposes of: (i) playing Team’s League exhibition, regular season and play-off home games as required by Section 4.4, below; (ii) holding Team’s practices subject to availability as determined by City; (iii) use of designated rooms as Team’s dressing room, visiting team’s dressing room, a game official’s room, a hospitality room for scouts and members of the media, a Team office, all on the day of event only; and (iv) any other use specifically permitted under this License (collectively the “Permitted Use”). The Permitted Use for exhibition, games and play-off games shall be limited to Applicable Game Hours. The public is not admitted to the Facility until the Applicable Game Hours. Admission of the public to the Facility prior to or after the Applicable Game Hours or for practices is not covered by the Base Level of Service. If Team desires to admit the public prior to and after the Applicable Game Hours Team shall pay such charges and fees for additional Facility personnel and costs, as determined by City.

(b) Office Space. Team shall, during the term of this License, maintain office space at Team’s sole expense within the City.

(c) Facility Access. Team recognizes and agrees that City may limit Team access to the facility, which will not be unreasonably withheld, outside of game day Applicable Usage Hours, during events booked by the City; and Team agrees to comply with such limitations. Team agrees to communicate Facility access requests outside of Team game days to City with reasonable

advance notice where City can accommodate. As a Facility user, Team has the obligation to ensure and assist in keeping the Facility secure by following security policies and procedures and not conduct actions that compromise the security of the Facility. Failure to adhere to the Facility security policies and procedures shall result in Team paying additional staffing costs to the City.

2.2 **Term.** The term of this License shall be for a period of one (1) year commencing on the Effective Date, unless sooner terminated as provided herein (“Initial Term”). Team shall, during the Soccer Season of the Term, play all Team’s home games at the Facility.

2.3 **Renewal.** If no uncured “Event of Default” on the part of Team exists, and Team’s Average Game Drop Count for the Initial Term exceeds two thousand five hundred (2,500), the Team and City have the right to mutually agree to extend the term of this License for two (2) additional one (1) year terms, each to begin immediately following the previous Term (each additional term being a “Renewal Term”). The Team shall notify City in writing of its desire to extend the term of the License not less than ninety (90) days prior to the expiration of the current Term. Should City decide to exercise right to not extend the term of the License, City will notify the Team within sixty (60) days after the conclusion of the prior season’s final game date . The word “Term” shall mean the Initial Term and any additional Renewal Term.

2.4 **Scheduling.** Not later than June 1 of each year, City and Team shall negotiate the scheduling of Team’s League home games for the then ensuing Soccer Season. City will use all commercially reasonable efforts each year to accommodate Team in scheduling its games at the Facility. City will offer the Team a minimum of fourteen (14) and a maximum of (18) open dates between December 1 and March 30 of each Soccer Season, of which shall include between three (3) and six (6) Friday and Saturday dates each year for use by the Team for Team’s entire regular Soccer Season games for the then ensuing Team Soccer Season. It is excepted, and understood by the Parties, that the League shall accept a maximum of twelve (12) of the confirmed regular Soccer Season dates. Team and City agree to work in good faith to revisit any previously offered dates to third party events leading up to the League confirming dates. For the purposes of establishing game dates for Team, the regular League season will occur from December 1 through March 30, with play-offs generally occurring during April (“Soccer Season”). If the season dates have not been confirmed by September 15 of each year, the City shall provide team with a 14-day notice to confirm the dates, if the dates are not confirmed by Team and League at expiration of 14-day period, the City has no obligation to hold dates and may release such dates for other events and use by others. The schedule may not be changed once a schedule for the Soccer Season has been mutually agreed to by the Parties, and confirmed by the League for the Soccer Season; unless mutually agreed by the Parties. City will have no obligation to hold future Soccer Season dates if Team has an uncured “Event of Default” after applicable cure period or if the Letter of Credit is not in place and current by June 1 each year of Term. It is acknowledged by the Parties that City will take reasonable measures to maximize the use and profitability of the Facility and that there will be other events held at the Facility that may, from time to time, conflict with dates requested by Team.

2.5 **Practice.** Team may schedule use of the Facility for its team practices and for visiting teams, but such use is subject to availability and only during normal operating hours. Any

practice that is open to the public will not be covered by the Base Level of Service and will require Team to pay such rates and charges established by City for additional personnel and other costs for such usage. City understands that practice time on game or exhibition days may be required by the League and shall accommodate requests for such practices on days which Team is scheduled to play a game at the Facility. The use of the Facility on days on which Team is not scheduled to play a game at the Facility is subject to availability and not subject to the Base Level of Service and will require Team to pay such rates and charges established by City for personnel and other costs (including additional conversion and staffing) incurred for such usage. Team Practice time is for the sole purpose of Team's and visiting team players and coaches and may not be sublet to other third-party users without prior approval from Facility's management.

2.6 **Non-Game Days Facility Usage.** The use of the Facility on days on which Team is not scheduled to play a game at the Facility is subject to availability and not subject to the Base Level of Service and will require Team to pay such rates and charges established by City for personnel and other costs (including additional conversion and staffing) incurred for such usage unless specified in "**Exhibit B**".

2.7 **Food and Beverage.** Team shall exclusively use the food and beverage concession and catering services offered by City. Team shall not bring or cause to be brought into the Facility any food and beverages unless granted approval according to **Exhibit "E"**. Team shall pay such costs, charges and rates (including deposits) as established by City, from time to time for such food and beverage services, which is subject to the terms and conditions set forth in **Exhibit "E"**. Team shall pay the costs and charges for food and beverage services for each event to City at the settlement following the applicable event. Team shall not offer, sell, or provide any sponsor, patron or other person any food and beverage package, coupon or voucher for any exhibition game or playoff game without the prior written approval of City.

2.8 **City Exclusive Rights.** City shall have and retain the exclusive right to use and operate the Facility, except for the Permitted Use and other rights expressly granted herein to Team. City's exclusive rights shall include but is not limited to:

- (a) to grant leases, licenses and sell tickets to use Premium Seats (including "party suites" to be leased or licensed on an event-by-event basis) within the Facility that have not been designated by City for use and sale by Team;
- (b) to provide for, operate (or contract with others to provide or operate) all restaurants, food and beverage services and Concessions within the Facility;
- (c) to sell permanent and non-permanent advertising rights to third parties for all areas within or on the exterior of the Facility that are part of the building inventory and not granted to Team herein, including the advertising on the center field for the Facility naming rights sponsor (to replace such sponsorship branding and wording), the scoreboards advertising panels, the LED ribbon board when allowable under 2.8(e), including back-lit non-back-lit signs, outdoor plaza space and other promotional and advertising platforms, all at the sole discretion of City or City's

agent. Team may be granted the right to sell certain advertising or sponsorship rights on commission basis mutually agreed to between Team and City;

- (d) to sell the naming rights to the entire Facility and to seek capital sponsorships of specific components of, or items forming a permanent part of the Facility, such as, but not limited to, two side advertising panels per scoreboard, vomitory and concourse signage, Concessions and pouring rights in respect of alcoholic and non-alcoholic beverages (all revenue of which shall belong to City). The Party obtaining such naming rights shall be entitled to significant and prominent interior signage locations, established in the reasonable discretion of City. Each capital sponsor of a specific component of or item forming a part of the Facility shall be entitled to a significant interior sign and, where practicable, such sign shall be located on or near the component or item so sponsored, the elements of which shall be established in the reasonable discretion of City. All of the revenues from the sale of such naming rights and all of the proceeds of such capital sponsorships and all costs associated with obtaining same, shall be for the account of City exclusively with any marketing company being compensated by City. It is understood that where City sells market category dominance sponsorship contracts, Team shall be informed to the extent that Team's exclusive rights are impacted;
- (e) to utilize four (4) interior bowl LED video displays (North/South/East/West) and/or the LED ribbon board during Team's Usage time, for the sole purpose of fulfilling City's obligations to promote special events and activities at the building and other City-related events. The amount of time and length of usage shall be during the game or exhibition and will be mutually agreed upon by both Parties and shall not exceed a total of 10 minutes during each game;
- (f) to utilize two (2) interior bowl LED video displays (Southeast/Northeast) during Team's Usage time, for the sole purpose of fulfilling City's obligations to promote special events and activities at the building and other City-related events. City is willing to work with the team for use of boards during the game or exhibition during brief special-use moments, agreed upon by the City, including but not limited to, player introductions and goal celebrations.
- (g) in City's sole discretion, make available to Team the right to sell non-Team seat inventory on terms to be agreed to by the Parties;
- (h) to sell and retain all Facility parking, if applicable;
- (i) to lease common area and meeting space;
- (j) upon request to receive up to forty (40) complimentary tickets per game from Team to be pulled from all of the top three tier price levels per availability;

- (k) to place City name and logo or Facility naming rights sponsor name and logo on field at mutually agreed location (with prominent visibility);
- (l) to exclusively provide all food and beverage services for the Facility;
- (m) to use City designated suites, including tickets;
- (n) at City's request, Team may be granted the right to sell certain advertising or sponsorship rights on commission mutually agreed upon between Team and City; and
- (o) all other rights related to the Facility any rights not expressly granted to Team.

2.9 **City's Exclusive Obligations.** City shall in connection with the Permitted Use have the right:

- (a) to comply with the terms of this Agreement;
- (b) to provide an appropriate, safe, well maintained and clean Facility for the intended use;
- (c) to provide adequate, safe, well maintained and clean parking access for the Facility's intended use; and
- (d) to pay revenue to Team pursuant to **Exhibit "C"** at Settlement following the applicable event.

2.10 **Team's Exclusive Rights.** Team shall, in connection with the Permitted Use, have the right:

- (a) to receive the revenue for all non-Premium Seats through Ticketer and to receive the revenue for all Premium Seats as described in **Exhibits "C" and "D"**. Team may release unsold seats prior to a game for City to sell on behalf of Team;
- (b) to sell game programs/magazine(s) for Team's games in the Facility during Applicable Game Hours, to sell advertising space therein, to set up a reasonable number of portable kiosks in the Facility, the number and locations to be determined by Team, to sell Team, League and other merchandise and shall receive all revenue from this exclusive right;
- (c) to enter into agreements with third parties concerning the broadcasting on radio, television, satellite, broadband or other media, of Team's games played at the Facility; provided such company pays to City the applicable Origination Fee (based on **Section 2.8(k)**). Team shall be responsible for the costs associated with the set-

up and/or transmission of such broadcasts and shall receive all revenue from this exclusive right;

- (d) to sell Team and/or League or League member team branded merchandise at locations in the Facility as designated by City;
- (e) to sell advertising rights for the LED ribbon board, the playing field and the dasher boards/side boards and other non-permanent advertising and marketing or distribution of products in the concourse areas, as more particularly described in Section 3.3(a) and shall receive all revenue from this exclusive right;
- (f) to place Team logo and/or Team's sponsor logo on the center of the playing field;
- (g) the personal use of the suite (included in the suites designated for use and sale by Team) known as the "Owner's Suite" (twelve seat) during League events including tickets (however, Team shall pay for any food and beverages served in the suite); and
- (h) to use and sell Premium Seats designated by City set forth in Exhibit "D".

2.11 Team Obligations.

- (a) Team agrees that the name "Credit Union of Texas Event Center", or mutually agreed upon abbreviation, shall accompany the Team name and will be included in all Team references to the Facility, and shall be displayed on the playing surface. Team agrees that all of its marketing and promotional material which refers to the home field of Team will contain a reference to Facility, Facility logo identification; the Facility address, and the Facility main telephone number will be included if space allows;
- (b) Team shall provide at its sole costs the turf and field, goals, and any other equipment necessary for game operations at the Facility;
- (c) Team shall be responsible for all expenses and costs for use of the Facility for the Permitted Use in excess of the Base Level of Service and the following additional expenses: (i) collection of state and local sales taxes for taxable sales by Team; (ii) credit card charges or surcharges for Facility Box Office and Ticketer sales; (iii) fees charged by City as established, from time to time, for added services, equipment usage, set up, spot light operators, change-over from one type of event to another, housekeeping clean up personnel, stage hand labor, conversions, guest services, audio visual system and operation of said equipment, food and beverage in excess of the Base Level of Service (City shall provide list of current fees upon Team's written request with advance notice; (iv) catering upon request at rates established by City from time to time; (v) food and beverage service, including food and beverage packages, coupons and vouchers which may be offered at negotiated

rate; and (vi) any other service, personnel, or equipment not included in the Base Level of Service;

- (d) Payment of the License Fee;
- (e) Team shall exclusively utilize Ticketer in the sale of all tickets to Team's games played at the Facility. If Team elects to use Ticketmaster Archtics platform at its sole discretion, Team will be responsible for a portion of the cost of Ticketmaster Archtics Ticketing Platform annually to be billed in settlement after each home game. The amount billed to Team for each regular season home game will be \$250.00. In addition to the per game cost, Team shall be responsible for any fees associated with database installation build or annual database fees specific to Team; and
- (f) Exclusively use the food and beverage services offered by City in accordance with the terms and conditions set forth in **Exhibit "E"**; and pay for the cost for such food and beverages for each event to City at the settlement following the applicable event.

Article III Financial Terms

3.1 License Fee.

(a) In consideration of the License granted to Team to use the Facility for the Permitted Use during Applicable Game Hours during the Term, Team shall pay to City the License Fee for each exhibition, regular season and play-off game played by Team in the Facility during each Soccer Season during the Term of this License as set forth in **Exhibit "A"** (the "License Fee"). The License Fee for each exhibition game, regular season game or play-off game, as the case may be, shall be paid to City at the Settlement following the applicable event. Failure of Team to pay, or timely pay, the License Fee to City for any exhibition game, regular season game or play-off game and/or any costs and charges for food and beverages or other services provided by City shall entitle City to suspend Team's Permitted Use of the Facility and/or to draw on the Letter of Credit, as provided in Section 3.8.

(b) In consideration of the payment of the License Fee, Team shall be entitled to the following: (i) the Permitted Use of the Facility, not including the Excluded Areas; (ii) utilities (electrical and HVAC); and (iii) Base Level of Service.

(c) Any service, personnel or use of equipment provided by City for any exhibition, game or play-off game which is not included in the Base Level of Service shall be charged at the then rates or fees established by City which are consistent with regular season games, and paid by Team to City at the Settlement following each such event.

3.2 Revenue Sharing with Team.

(a) Concession Revenue. City shall pay to Team at Settlement a percentage of the Concession Revenue set forth in Exhibit "C".

(b) Tickets. Team shall be entitled to one hundred percent (100%) of the proceeds from the sale of tickets for Premium (assigned in "Exhibit D") and non-Premium Level Seats.

(c) Season Ticket Printing. Team shall pay the costs of printing all Soccer Season ticket books; and the printer ticket stock (individual game tickets, group sales tickets, promotional tickets) used in the offices of Team.

(d) Team shall have the right to annually audit the applicable Concessions records related to Team games. Audit requests will be made in writing and City will have ten (10) business days to respond.

(e) Team shall retain 100% of the revenue from sales of Team merchandise produced by Team. So long as merchandise costs for production and sale are conducted solely by Team and at no cost to City.

3.3 Team Inventory.

(a) Provided Team pays for all associated costs and expenses, Team shall have the right to sell and retain 100% of the revenues from the following inventory items: all dasher boards, all penalty boxes, all player benches, on-playing surface logos and all field logos, and permanent and non-permanent assets identified by City to Team available for Team to sell ("Team Inventory"). The terms of all such sales shall be subject to the prior approval of City which may be withheld, if a potential sponsorship conflict exists or an Arena License Agreement conflict is present. City shall provide prior to the beginning of each season a location layout of all sponsorship and logo placement locations available to Team.

(b) Except for Team Inventory, City shall have the exclusive right to sell and retain all permanent and non-permanent advertising and signage as indicated in Section 2.8. City to provide detailed floorplan of all permanent and non-permanent advertising and sponsorship areas.

(c) City and Team recognize the Facility and Team are in the same selling environment and, as such, certain accommodations have to be made in case of cross-promotional sales. The terms of any cross-promotional sale and revenue distribution thereof will be negotiated between City and Team on a facts and circumstances, case-by-case, good faith basis. (See Exhibit C "Revenue Sharing" for examples).

3.4 Inclusions and Exclusions from the License Fee. In consideration of payment of the License Fee, Team shall not be responsible for paying the following:

- (a) property taxes, if any, assessed against the Facility, except for any property taxes assessed Team's leasehold interest and personal property in the Facility, if any;
- (b) the costs of Base Level of Service; and
- (c) the costs of operating, maintaining and repairing the Facility in the ordinary course (but not repairs or maintenance required by reason of the negligence of, or misconduct by, Team or any person for whom, in law or otherwise, Team is responsible, or any invitee of Team, including spectators and visiting teams);

In addition to the payment of the License Fee, Team shall be responsible for:

- (d) the costs of any personnel, service and equipment in excess of the Base Level of Service during Applicable Usage Hours;
- (e) the costs of food and beverage, referees, linesmen, office officials, and forms of music & entertainment, to include ASCAP, BMI, SESAC, SAG, AFTRA and other applicable licensing fees and reader board/scoreboard operators and associated usage fees;
- (f) its cost of Team's insurance required herein;
- (g) the costs of repairs and maintenance required by reason of the negligence of or deliberate misconduct by Team, or any person for whom, in law or otherwise, Team is responsible, or any invitee of Team, including spectators and visiting soccer teams; however, Team shall not be responsible for the costs of repair and maintenance occasioned solely by reason of ordinary wear and tear;
- (h) the cost of any additional electrical wiring or cable accessories related to computer, phone and other means of electronic communication for Team or associated with Team's games;
- (i) the cost of all set up furnishings and equipment, beyond normal and customary locker room furnishings and equipment;
- (j) any video or studio costs, including labor, that are beyond the Base Level of Service; and
- (k) The cost of repair or replacement of Team's dasher board advertising platform that mounts-to/covers City's permanent system.

3.5 **Revenue Not Subject to Sharing**. City shall be under no obligation to share, nor shall Team have any entitlement to receive any share of:

- (a) Any revenues arising from or pertaining to events held at the Facility outside Applicable Usage Hours or not directly related to Team;
- (b) Any revenues from the sale of naming rights, vendor agreements or any proceeds of capital sponsorships made or obtained by City, unless City agrees otherwise in writing in advance that a sponsorship has been sold by Team; and,
- (c) Any other Facility revenues not referenced herein.

Team shall be under no obligation to share, nor shall City have any entitlement to receive any share of:

- (d) Revenues arising from the sale of game night programs/magazines and sponsorship promotional items for Team's games in the Facility during Applicable Usage Hours or from the sale of advertising space therein;
- (e) Revenues from the sale of Team Inventory;
- (f) Revenues from the sale of Team merchandise; and
- (g) Revenues arising from or pertaining to the broadcasting on radio, television or internet of Team's games at the Facility; City will forego any payment and/or reimbursement related to Origination Fees provided existing infrastructure within the facility is sufficient to meet the needs of Team.
- (h) Revenues from sale of non-Premium or Premium seating (provided to Team in **"Exhibit D"**).

3.6 **Payment.** Following last calendar day of each month, the City and Team shall conduct a settlement respecting the License Fee and any fees, charges and items of income and expense, which is owed by City to Team hereunder, or by Team to City hereunder, in respect to all exhibitions or games played at the Facility during the previous month (the "Settlement"). No later than the tenth (10th) business day of each month, the City shall deliver to Team an itemized statement for the amount(s) claimed to be owed by City and/or Team for the previous month's Settlement. No later than the fifteenth (15th) business day of each month, and after City has delivered such itemized invoice of the Settlement, Team shall pay the City all amounts due and payable for the Settlement.

Any amounts due and payable under this License which are not paid when due shall accrue interest at the rate of one and one-half percent (1½%) per month, or the highest legal rate, whichever is lower, until fully paid. City shall provide Team with an appropriate supporting documentation for all charges in a form reasonably acceptable to the Parties. Disputes relating to the content of the Settlement must be made in writing not later than ten (10) business days after receipt. Any amounts contained in a Settlement which are not disputed within said ten (10) business days shall be deemed, undisputed and final. City shall have the right to suspend Team's

Permitted Use without termination of this License and/or draw on the Letter of Credit set forth in Section 3.8, and/or suspend any future payments from City to Team in the event any amount due to City is past due.

3.7 **Audit Rights.** Either Party shall have the right to audit any of the records of the other Party in respect to any revenues, expenses, fees or payments hereunder. Each Party shall make available to the other Party or its representative such information as such Party may reasonably require for the purposes thereof. The cost of the audit shall be borne by the Party requesting the audit, unless the audit discloses that the amount in question owed to a Party was understated by more than five percent (5%), in which event, the other Party shall pay the reasonable cost of the audit.

3.8 **Letter of Credit; Suspension of Permitted Use.** If Team elects to obtain its own Ticketmaster Archtics license and sell tickets through its license, Team, during the Term (including any Renewal Term), shall provide an irrevocable letter of credit or deposit in favor of City in a form reasonably acceptable to City with a financial institution approved by City in the amount of Twenty-Five Thousand No/100 Dollars (\$25,000.00) capable of being drawn by City in the event Team fails to pay or timely pay the License Fee or other costs due City, or in the event of an uncured Event of Default by Team (without terminating this License), or in the event of termination of this License Agreement by City based on an uncured Event of Default or breach of this License Agreement by Team (the "Letter of Credit"). Team shall have a continuing duty during the Term to maintain such amount of the Letter of Credit in the event City draws on the Letter of Credit for any reason other than for termination of this License for an uncured Event of Default. Team shall provide the Letter of Credit within ninety (90) calendar days following the Effective Date, and prior to the commencement of any use of Facility to include team locker room, office space and field on an annual basis during the Agreement Term.

3.9 **No Other Rights Granted.** Team shall have no other rights relative to its use of the Facility other than those rights expressly granted under this License.

Article IV Certain Operational Matters

4.1 **Suite and Seat Licensing.** No person may occupy or use (whether sitting or standing) any Seat during Applicable Game Hours unless such person holds a valid ticket for such seat for the exhibition or game issued by City or Team in accordance with this License. City will have authority to assign appropriate number and location of Bowl and Premium Level seating to ensure adherence to the Americans With Disability Act requirements.

4.2 **Ticket Prices.** Team may establish and revise ticket prices (not including any parking, ticket fee or ticket fee charged by City) from time to time for admissions to Team's games played at the Facility. Notwithstanding the foregoing, however:

- (a) ticket prices shall be reasonable and competitive having regard to prices for similar tickets in other League arenas;
- (b) Single game ticket discount offers or specials must be made available through both the primary and secondary box offices using approved Ticketer. City may waive this option on a case-by-case basis.
- (c) A \$3.50 facility fee will be applied to each sold ticket. At the Teams's choosing, this charge either may be (i) included within Teams's ticket cost deducted accordingly with each applicable Settlement or (i) added as an additional fee at time of ticket purchase.

4.3 **Complimentary Tickets.** City shall be entitled to up to forty (40) complimentary tickets to each exhibition, regular Soccer Season and play-off game played by Team in the Facility.

4.4 **Home Games at the Facility.** Team shall, during the Term of this License, play all of its exhibition, pre-season, regular season and play-off games where it is the home team at the Facility except for exhibition games which, for promotional purposes, Team wishes to play at a location other than the Facility or the home facility of another League team. Except as aforesaid, Team shall not, during any portion of the Term of this License, play any League exhibition, regular season or play-off game where it is the home team at any location other than the Facility. If Facility is unavailable, and with prior written approval of City, Team may play Soccer Season Exhibition Game or League Play-off Game outside of Facility.

4.5 **Parking.** City within its discretion shall provide Team back of house parking spaces on League game days for use by Team's staff and designated V.I.P.'s subject to City's reasonable approval. On Team game days, Team and City agree to split non-disabled parking spaces in the south uncovered surface lot adjacent to Facility during "Applicable Usage Hours". Team shall be responsible for any additional incurred costs resulting from agreed upon requests. These costs may include incurred, such as parking garage maintenance, cleaning or staffing.

4.6 **Sponsorship and Signage Conflicts.** Each sponsorship agreement shall provide that City's obligation to permit the use and maintenance of any nonpermanent interior sign for or on behalf of an advertiser introduced by Team pursuant to Section 3.3(b) or otherwise shall be subject to the following:

- (a) Team advertising shall not be permitted by or on behalf of a person, organization or entity which City believes in good faith to be:
 - (i) in competition with the person, organization or entity holding the naming rights to the Facility, to include, all types of related businesses or any other capital sponsor or vendor of a specific component of or item forming a part of the Facility;

- (ii) in competition with any person, organization, or entity with whom, prior to such time, City has entered into an agreement providing for advertising rights within the interior of the Facility during Applicable Game Hours if such agreement is still in force and effect. City shall provide Team with list of all advertising and/or sponsorship agreements; or
 - (iii) offensive conduct or breach of any law or regulation or otherwise likely to bring City and/or the Facility in disrepute;
- (b) size, location or character of such signs shall require the prior written approval of the City, such approval shall not to be unreasonably withheld, conditioned or delayed;
 - (c) such advertising is to be sold on fair market terms and conditions, to be reasonably set at the discretion of Team as it relates to Team assets outlined in this License; and
 - (d) If requested, within a reasonable time prior to the scheduled first soccer game of each Soccer Season, the City shall provide to Team a list of alcoholic beverage vendors, soft drink vendors and concourse food vendors that City has either entered into contracts with or is in negotiation with to assist Team with its permitted advertising and sponsorship sales efforts. Compensation, if any, to be paid to Team for Facility sponsorships shall be determined within the sole discretion of the City on a case by case basis.

4.7 **Exclusive License.** During the Term of this License, City shall not, without the prior written consent of Team in its sole discretion, permit the use of the Facility for the playing of professional indoor soccer games by another. City will make every effort to include Team in all soccer related activities included within the Facility.

4.8 **Insurance.**

- (a) Team shall during the Term obtain and maintain in full force and effect at its expense, the following policies of insurance and coverage:
 - (1) Commercial General Liability Policy covering bodily injury, death and property damage, including the property of City, its officers, contractors agents and employees (collectively referred to as the “City”) insuring against all claims, demands or actions relating to license, lease or use of the Facility pursuant to this License with minimum limits on a per project basis of not less than One Million Dollars (\$1,000,000) combined single limit and Two Million Dollars (\$2,000,000) aggregate, including products and completed operations coverage with a minimum limit of Two Million Dollars (\$2,000,000), and Personal and Advertising Injury with a minimum

per occurrence limit of One Million Dollars (\$1,000,000). This policy shall be primary to any policy or policies carried by or available to City;

- (2) Workers' Compensation/Employer's Liability Insurance Policy in full accordance with the statutory requirements of the State of Texas and shall include bodily injury, occupational illness or disease coverage with minimum Employer's Liability limits of not less than \$500,000/\$500,000/\$500,000. IF TEAM HAS DEEMED ITSELF A NON-SUBSCRIBER UNDER TEXAS WORKER'S COMPENSATION REGULATIONS, THEN THIS WORKERS' COMPENSATION REQUIREMENT IS WAIVED AND IT IS UNDERSTOOD THAT TEAM IS RESPONSIBLE FOR ANY AND ALL INJURIES INVOLVING THEIR EMPLOYEES. Team shall provide to the City written evidence of "non-subscriber" to Texas Workers Compensation regulations prior to the use or entry of the Facility under this License and prior to any Renewal Term hereof;
 - (3) Automobile Liability Insurance Policy covering all operations of Team pursuant to this License involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability; and
 - (4) Excess Liability Insurance Policy with a limit of not less than \$2,000,000. Such insurance shall be in excess of the commercial general liability insurance, business auto liability insurance and employer's liability insurance. This insurance will apply as primary insurance with respect to any other insurance or self-insurance programs maintained by City and shall be provided on a "following form basis". Team waives all rights against City for recovery of damages to the extent these damages are covered by the umbrella liability insurance obtained by City pursuant to this License. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.
- (b) Waiver of Subrogation Rights. The Commercial General Liability, Worker's Compensation, and Business Auto insurance required pursuant to this License shall provide for waivers of all rights of subrogation against City;
 - (c) Additional Insured Status. With the exception of Worker's Compensation Insurance, all insurance required pursuant to this License shall be endorsed to include and name City as additional insureds using Additional Insured Endorsements that provide the most comprehensive coverage to City under Texas law including products/completed operations;

- (d) Certificates of Insurance. Certificates of Insurance in a form satisfactory to City and copies of policy endorsements shall be delivered to City prior to the commencement of the use or entry of the Facility under this License and prior to commencement of any League during the Initial Term any prior to any Renewal Term hereof. All required policies shall be endorsed to provide City with 30 days advance notice of cancellation or material change in coverage;
- (e) On every date of renewal of the required insurance policies, Team shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to City. In addition, Team shall, within ten (10) business days after written request, provide City with Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the Certificates of Insurance and the policy endorsements (including copies of such insurance policies) to City is a condition precedent to the continuation of the use and occupancy of the Facility by Team. The failure to provide valid Certificates of Insurance and policy endorsements shall be deemed a default and/or breach of this License; and
- (f) Carriers. All policies of insurance required to be obtained by Team pursuant to this License shall be maintained with insurance carriers that are satisfactory to City and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsement submitted by Team's insurer or broker. Certificates of Insurance and policy endorsements received from any other source will be rejected.

4.9 Sale of Facility or Assignment of Facility License or Operating Rights. City may sell the Facility and assign this License to the purchaser at any time without the consent of Team. In the event that City assigns its rights under this License, then provided such third party enters into an agreement with Team assuming the obligations of City under this License as and from the date of sale or assignment, then City shall be released from all such obligations so assumed.

4.10 Assignment. Team may not assign any of its rights, or delegate any of its obligations, in whole or in part without the prior written consent of City Manager of City, which may be withheld in its sole and absolute discretion and for any or no reason. Any attempted assignment or delegation shall be null and void. In the event of an assignment to which City has consented, the assignee shall be required to provide a letter of credit as set forth in Section 3.8.

4.11 **City Covenants.** City covenants with Team that, throughout the Term of this License:

- (a) Team shall have quiet enjoyment of the Facility (other than the Excluded Areas) during Applicable Usage Hours;
- (b) City will operate the Facility in compliance with all applicable laws, codes, by-laws and regulations;
- (c) City will apply any operating rules and procedures for the Facility that it may choose to devise and implement to Team and all other users of the Facility in a fair and non-discriminatory manner, such rules and procedures to be reasonable and in keeping with the intent of this License; and
- (d) City will maintain, repair and replace the Facility such that it is at all times in good and proper operating condition save and except for reasonable wear and tear and Team's obligations under this License.

4.12 **Team's Covenants.** Team covenants with City that it shall, throughout the Term of this License, at its sole cost and expense:

- (a) operate Team in a manner consistent with the requirements and practices of the League and its other member teams;
- (b) purchase and maintain insurance in accordance with Section 4.8; and
- (a) maintain its membership and participation in the League.

4.13 **Team's Indemnity.** TO THE FULLEST EXTENT ALLOWED BY LAW TEAM SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS, INVITEES, AND EMPLOYEES (COLLECTIVELY "CITY") FROM AND AGAINST ANY SUITS, ACTIONS, LOSSES, COSTS, EXPENSES, DAMAGES, CLAIMS OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION INCLUDING ALL REASONABLE EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY FEES ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF A PERSON, OR PROPERTY DAMAGE INCLUDING THE LOSS OF USE OF ANY PROPERTY ARISING FROM OR ALLEGED TO ARISE OUT OF THE USE OF THE FACILITY BY TEAM, ITS EMPLOYEES, CONTRACTORS, SUB-CONTRACTORS, AND INVITEES OR THE RESULT OF ANY NEGLIGENT ACT OR OMISSION OR ANY INTENTIONAL ACT OR OMISSION BY TEAM, ITS EMPLOYEES, CONTRACTORS, AND SUB-CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY TEAM, ITS CONTRACTORS OR SUB-CONTRACTORS, OR ANYONE FOR WHOSE ACTS TEAM MAY BE LIABLE, OR DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT

BY TEAM, ITS EMPLOYEES, CONTRACTORS AND SUB-CONTRACTORS, OR ANY OF THEIR AGENTS AND EMPLOYEES, OR RESULTING FROM THE BREACH OR DEFAULT OF THIS LICENSE BY TEAM, ITS EMPLOYEES, CONTRACTORS, SUB-CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY TEAM OR ANYONE FOR WHOSE ACTS TEAM MAY BE LIABLE, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF TEAM, ITS EMPLOYEES, CONTRACTORS OR SUB-CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY TEAM, ITS SUB-CONTRACTORS OR ANYONE FOR WHOSE ACTS TEAM OR ITS SUB-CONTRACTOR MAY BE LIABLE, OR THE NEGLIGENCE OR WILLFUL ACT OF ANY SPECTATOR OR OTHER INVITEE OF TEAM .

INDEMNIFICATION FOR EMPLOYEE INJURY CLAIMS. WITHOUT LIMITING THE FOREGOING, AND TO THE FULLEST EXTENT PERMITTED BY LAW, TEAM HEREBY INDEMNIFIES AND HOLDS HARMLESS CITY FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF TEAM, ITS CONTRACTORS, OR SUB-CONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF CITY, IT BEING THE EXPRESSED INTENT OF TEAM AND CITY THAT IN SUCH EVENT TEAM IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS NOT ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF TEAM'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS CONTRACTORS OR SUB-CONTRACTORS. WITH REGARD TO CLAIMS AGAINST ANY PARTY SEEKING INDEMNITY UNDER THIS LICENSE WHICH ARE MADE BY AN EMPLOYEE OF TEAM, ITS CONTRACTORS, AND SUB-CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY TEAM, ITS CONTRACTORS AND SUB-CONTRACTORS, OR ANYONE FOR WHOSE ACTS TEAM, ITS CONTRACTORS OR SUB-CONTRACTORS MAY BE LIABLE. THE INDEMNIFICATION OBLIGATION UNDER THIS LICENSE SHALL NOT BE LIMITED BY ANY LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR TEAM, ITS CONTRACTORS OR SUBCONTRACTORS OR ANY OTHER EMPLOYER UNDER WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER SIMILAR EMPLOYEE BENEFIT ACTS. TEAM SHALL PROCURE LIABILITY INSURANCE COVERING TEAM'S OBLIGATIONS UNDER THIS SECTION.

INDEMNIFICATION FOR COPYRIGHT INFRINGEMENT CLAIMS. IN ADDITION TO THE INDEMNIFICATION PROVIDED ABOVE, TEAM HEREBY INDEMNIFIES, AND HOLDS HARMLESS CITY FROM AND AGAINST ANY CLAIM, DAMAGE, LOSS, OR EXPENSE AND ATTORNEYS' FEES ARISING OUT OF OR RELATING TO ANY CLAIM

AGAINST CITY ASSERTING INFRINGEMENT OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH TEAM'S USE OF THE FACILITY EXCEPT TO THE EXTENT THE INFRINGEMENT IS CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF CITY INDEMNITEES.

IT IS AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATIONS UNDER THIS LICENSE OR THE ADDITIONAL INSURED REQUIREMENTS UNDER THE INSURANCE REQUIRED BY THIS LICENSE, SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE CONTRACTUAL OBLIGATIONS AND SHALL OPERATE TO AMEND THE OBLIGATIONS TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE OBLIGATIONS SHALL CONTINUE IN FULL FORCE AND EFFECT.

THE INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS LICENSE SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LICENSE FOR A PERIOD OF FOUR (4) YEARS.

Article V Miscellaneous

- 5.1 **Default**. The following occurrences shall be considered "Event of Default":
- (a) Team shall fail to pay any amount due hereunder to City when due and such default shall continue for a period of more than thirty (30) days after written notice thereof has been given to the Party responsible for such payment;
 - (b) Team shall breach or fail to perform any of its covenants or obligations hereunder and such default shall continue for a period of more than fifteen (15) days after written notice thereof has been given to it;
 - (c) Team shall: (i) become insolvent or generally not pay its debts as such debts become due; (ii) admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or (iii) institute or have instituted against it any proceeding seeking (x) to adjudicate it as bankrupt or insolvent, (y) any liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or (z) the entry of an order for the appointment of a receiver, trustee or other similar official for it or for any substantial part of its assets, and in each such case such proceeding is not terminated, stayed or set aside within a period of sixty (60) days after it is instituted;

- (d) City breaches any of the terms or conditions of this License or fails to perform any of its covenants or obligations hereunder and such default is not cured within thirty (30) days after written notice thereof;

If an Event of Default shall occur, the non-defaulting Party shall deliver written notice to the defaulting Party and if such Event of Default is timely cured, the non-defaulting Party, without prejudice to any other right or remedy that may be available to the non-defaulting Party, whether under this License, or otherwise, at law or in equity, may terminate this License.

5.2 **Governing Law.** This License shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflict of law rules. Exclusive venue for any action shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

5.3 **Entire Agreement.** This License represents the entire agreement of the Parties hereto concerning the subject matter thereof to date and supersedes all previous documentation, agreements and correspondence between them pertaining to the same subject matter.

5.4 **Successors; Assignment.** This License shall inure to the benefit of and be binding upon the respective successors and permitted assigns of each of the Parties hereto. This Agreement may not be assigned without the prior written consent of City Manager.

5.5 **Notices.** Any notice required or permitted to be delivered hereunder shall be deemed received: (i) three (3) days after deposit into the United States Mail, postage prepaid, certified mail, addressed to the Party at the address set forth below, or (ii) on the day received if sent by courier or otherwise hand delivered:

If intended for City, to

City of Allen
Attn: City Manager
305 Century Parkway
Allen, Texas 75013

With a copy to:

Peter G. Smith
Nichols | Jackson, LLP
1800 Ross Tower
100 N. Akard
Dallas, Texas 75201

If intended for Team, to:

Attn: Simon Bozas, Owner
SideK Sports Management LLC
4099 McEwen Rd, Ste. 420
Dallas, Texas. 75244

or such other address as such Party may from time to time designate by notice in writing to the other Parties.

5.6 **Force Majeure**. The performance of the respective Parties hereto and their respective obligations hereunder shall be subject to force majeure, including, but not limited to, any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the last day of the month of the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have reasonably known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

5.7 **Survival**. Any of the representations, warranties, covenants and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following termination of this Agreement shall survive expiration or termination of this License.

5.8 **Recitals**. The recitals to this License are incorporated herein.

5.9 **Counterparts**. This License may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

5.10 **Exhibits**. Any exhibits to this License are incorporated herein by reference for all purposes wherever reference is made to the same.

5.11 **Survival of Covenants**. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this License shall survive termination.

5.12 **Representations**. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this License..

5.13 **Amendment**. This License may only be amended by the mutual written agreement of the Parties. City Manager is authorized to execute any amendment to this Agreement and any instruments related thereto.

(Signature page to follow)

EXECUTED on this _____ day of _____, 2023.

CITY OF ALLEN, TEXAS

By: _____
Eric Ellwanger, City Manager

ATTEST:

By: _____
Shelley B. George, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED on this 16th day of August, 2023.

SIDEK SPORTS MANAGEMENT, LLC

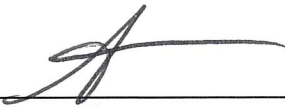
By:  _____
Simon Bozas, Owner

Exhibit "A"
License Fee

Arena License Fees: for each exhibition, regular Soccer Season or play-off Game.

License Fee for each Regular Season and Playoff Games.

Monday-Thursday: \$20,000.00 License Fee per game
Friday-Sunday: \$25,000.00 License Fee per game

City incurs the cost of Front-Of-House staffing, as described in **Exhibit "B"**.

Team pays cost of Box Office Credit Card Fees for ticket sales, not to exceed \$100.00 per game.

License Fee Conversion Adjustments

\$1,500.00 License Fee reduction per building conversion will be provided to Team if a conversion into Arena Soccer Set isn't needed.

- No Front-end Conversion into Soccer Set = \$1,500.00 License Fee Reduction
- No Back-end Conversion into Soccer Set = \$1,500.00 License Fee Reduction

Attendance Rebate Incentive

Team shall be entitled to the following additional revenue if attendance benchmark is met:

- If Team exceeds a total scanned ticket Game Drop Count (including Bowl and Premium Level) of 2,000 or greater for a regular or Season playoff game during the applicable Term, City will credit Team \$3.00 for each person above 2,000.

**Exhibit “B”
Base Level Service**

- Base Game Conversion (set & strike)*
- Base Housekeeping (in-game & post game)
- Base Guest Services related to ticket scanning / ushers / attendants / BOH*
- Base Audio/Visual one (1) Technician for Usage Hours and Building AV inventory as is (8/11/2023)
 - Building AV inventory includes newly-installed (as of 2021) state-of-the-art equipment. Team staff who use HD Cameras and Production Room Equipment must complete approved building AV Operator training.
- Food and Beverage promotions, with two (2) promotions during regular Soccer Season being provided by City at no cost to Team, as agreed upon by Parties. Promotions to be used on games that fall on Monday through Thursday.
- Event Security.
- Items above & beyond those determined as “Base” will be at the expense of Team as set forth below

Base Game Conversion Includes:

- Four (4) Party Booths 10 x 16 (with tables and chairs on the North or South Concourse) if requested by Team*
- Two (2) Concourse Level Meeting Rooms (standard tables & chairs if requested by Team)
- Two (2) Glass Suites on Floor (up to 12 people) *
- One (1) Press Box (2 broadcast locations with connections) *
- Two (2) four (4)-hour use of building outside of games for special events
 - Set up not included
 - Two (2) event attendants will be provided, at City’s discretion
 - Event not to exceed three-hundred (300) attendees
 - Written request stating use of option must be made minimum two weeks out
- twelve (12) Kiosks Booths (up to six (6) on the South Concourse and up to six (6) on the West Concourse) *
 - Includes table, chairs and backdrop. (Booths unoccupied at game time will be removed)
 - Additional booth available for purchase based on space availability
- Up to two (2) Merchant Booths (one located in corner adjacent to box office, second to be determined) *
- Arena with sports playing surface and retractable seats extended (at Team’s discretion) with exception of limits due to permanent dasher boards, benches, penalty box, etc.

*Covers normal and standard event and operations with no additional pre-game or post-game events or activities. Item is capped at rate under normal and standard event operations. Any additional items or services shall be charged at the then rates and fees established by City, and paid by Team.

City acknowledges and agrees that as City is in control of and licensing the Facility to Team, City is responsible for providing the appropriate and necessary services for normal and standard event operations and security. Based upon Team’s history with City, City may in its sole discretion increase or decrease the Base Level of Services on an event-per-event basis; provided such change is set forth in writing approved by the Parties. Any approved change in the Base Level of Service shall only apply to the specific event.

City reserves the right to modify seating configurations if necessitated by building code, American Disability Act (ADA) code, or to make seating improvements, as required by law. Any such changes would not result in a change in Base Level Service. Unless agreed by Team in writing, City shall maintain the retractable seating to the current level throughout the Lease term(s).

Exhibit “C” Revenue Sharing

Concession Revenue Sharing

Team shall be entitled to ten percent (10%) of the Net Concession Revenue for Concourse and Premium Level sales for individual Game Drop Counts of one thousand nine hundred and ninety-nine (1,999) or less. If Game Drop Count falls between two thousand (2,000) and two thousand nine hundred and ninety-nine (2,999), percentage of Net Concession Revenue sharing shall increase to twenty percent (20%). If Game Drop Count is three thousand (3,000) or higher, Net Concessions Revenue sharing shall increase to twenty five percent (25%).

The above percentage applies to the “Net Concession Revenue” which shall mean Gross Revenue of Food and Beverage Sale less Labor, less Cost Of Goods Sold, and less Tax = Net Revenue)

Cross Promotional Sale & Revenue Distribution

- Andrews Distributing Sponsorship: City agrees to share revenue from such sponsorship with Team annually in the amount of \$2,500, to be paid for each year of the Term.
 - Revenue to be shared within thirty (30) days payment is received by City from Andrews Distributing (typically January 1 of each year).

- The City Parks & Recreation Sponsorship: City agrees, subject to funding, to provide a City Parks & Recreation sponsorship agreement in the amount of \$2,500 annually to Team.
 - Annual sponsorship shall be based on City approval of funding in the City budget for such year.
 - Elements of sponsorship to be negotiated annually, immediately after City approval of ensuing fiscal year budget with funds becoming available October 1.

- Additional Cross Promotional Sponsorship efforts will be made by both Team and City when appropriate in large categories such as:
 - Auto
 - Soft Drink
 - Alcohol Advertising (as allowed by TABC)

Exhibit “D” Premium Seats

Team shall have the right to exercise option to sell the Premium Seats designated herein subject to the terms and conditions set forth in this Exhibit D on a per season option. The designated Premium Seats do not include any food and beverages.

Suites:

Team is designated all manifested and available suites seats except for the suites retained by City and for which previous contracts exist.

City retains the following suites and Club Seats:

- North Side (not for public sale unless approved by Team):
 - **208** (DLC Management), **209** (CUTX, Naming Rights)
- South Side (not for public sale unless approved by Team):
 - **222, 228, and 229** (City Use)

Suite Housekeeping Costs:

Team shall pay \$25 per team suite opened above 12 suites. Suites that are not controlled by Team will not count toward 12 suite threshold. Fees will be used to offset housekeeping costs and premium level staffing costs.

Club:

Team is designated all manifested and available Club Seats except for seats retained by City and for which previous contracts exist.

City retains the following Club Seats:

- East Club Seating Sections 250 & 251 (City/Venue use; not for public sale unless approved by Team)

Other Notes & Requirements:

- Team is choosing to exercise option for use of suite/club seat for Team games only
- No food included (separate packages available for purchase)
- Full season Team suite holders will have first right of refusal for similar seats for non-Team events at market value. Combined with other City arena tenants, held premium level seats provided for non-Team events will not exceed 50% of available premium inventory.
- Team shall be responsible for collection of all applicable taxes.
- Team shall provide one (1) Premium Level representative.

- Team shall have exclusive right to sell birthday party suite packages during Team games. With packages related to F&B needing City approval.

**Exhibit “E”
Food and Beverage**

Specials

Dates and content of food and beverage specials shall be determined and agreed to by the Parties at least sixty (60) days prior to Team’s first home game during the Soccer Season.

Special items sold at a discount for promotional purposes are non-commissionable.

Cancellation of food special or promotion less than two (2) weeks out will result in forfeit of City provided promotion if applicable.

Number of Concession locations

The number and placement of Concession locations for food and beverage during the Applicable Usage Hours shall be at the sole discretion of City. Standard amount of Concession locations for a sporting event consists of four (4) fixed Concession locations and additional portables as determined by City. Any additional Concession locations or portables requested by Team are not covered by the Base Service Level.

Meal Vouchers

Food and beverage voucher/coupon offerings and pricing shall be agreed to the Parties at least forty-five (45) days prior to Team’s first home game during the Soccer Season. Coupon/voucher sales are restricted to groups of 10 or more and are valid only for the specific event. City shall honor only City approved coupons/vouchers. City approved food and beverage coupons/vouchers may be redeemed for food and beverage at the Concessions at the face value thereof by patrons without change back. Team shall pay to City the face value of all food and beverage coupon/vouchers redeemed by patrons at the Facility at the settlement following each exhibition, regular season game or play-off game as the case may be. Team is responsible for the payment of any counterfeit coupons/vouchers redeemed by its patrons. The quantity of coupon/ voucher sales shall be reported to City 48 hours prior to scheduled event to facilitate efficient distribution of food and beverage.

Team Cash Coupons

Team cash coupon shall be agreed to by the Parties at least forty-five (45) days prior to Team’s first home game during the Soccer Season. Only City approved Team cash coupons may be redeemed for food and beverage at the Concessions at the face value thereof by patrons without change back. Team shall pay to City the face value of all Team Cash coupons redeemed by patrons at the Facility at the settlement following each exhibition, regular season game or play-off game as the case may be. Team is responsible for the payment of any counterfeit Team cash coupons redeemed by its patrons. The quantity of Team cash coupons shall be reported to City forty-eight (48) hours prior to scheduled event.

Sampling

Food or Beverage sampling may be conducted by Team sponsors at locations determined by City and only after approval by the Facility General Manager or Assistant General Manager prior to the applicable event. Team Request for sampling should be made at least two (2) weeks in advance of the date of the event. City response should be within two (2) business days and shall not be unreasonably denied.

Fundraiser Sales

Any food or beverage funding raising sales conducted by organizations shall be approved by the Facility General Manager or Assistant General Manager prior to event and shall be at such locations approved by Facility management.

VIP Bars

The request for VIP bars shall be submitted seventy-two (72) hours prior to the event and will be honored subject to availability. Team shall pay the costs and charges for VIP Bars at the then current rates established by City and paid at the settlement following the applicable event.

Team agrees to adhere to Building F&B policies, including but not limited to:

Facility Serving Ice Policy

In order to protect the sanitary standards that Facility works to maintain the following policies are set forth to confirm a general understanding of Facility procedures.

City of Allen Health Department regulates all phases of the health and sanitary regulations in Allen Texas. The Facility policy is in place to support and adhere to the regulations put in place by the Allen Health Department and ensures all user groups (Teams, Licensees, Vendors, etc.) have a general understanding of limitations and standards.

1. Team is **not permitted** access to the kitchen or F&B back of the house areas.
 - a. Ice will be bagged and made available to Teams or Licensee upon request.
 - b. If ice is needed for an event, pre orders must be arranged with the Food & Beverage department at least twenty-four (24) hours in advance of the event.
 - c. Ten (10) – 20- pound bags of ice will be supplied to Team/Licensee/Vendors at no cost.
 - d. Additional bags will be charged at seven dollars (\$7) per 20-pound bag.
 - e. Team members, interns and 3rd party vendors are prohibited from entering the kitchen or back of the house serving areas. These are food preparatory areas and sanitary standards must be preserved.
 - f. The present user of the Facility on any particular day will have discretion on the distribution of allotted ice bags and usage of machine ice.

Facility Outside Food & Beverage Policy

To protect the investment of capital and labor of all vendors and Facility Food and Beverage division, the following policies are set forth to confirm a general understanding of Facility procedures.

The Texas Alcoholic Beverage Commission (TABC) is the state agency that regulates all phases of the alcoholic beverage industry in Texas. The duties of the commission include regulating sales, taxation, importation, manufacturing, transporting, and advertising of alcoholic beverages. The below Facility policy is in place to support the regulations put in place by the TABC and ensure all user groups (Teams, Licensees, Vendors, etc.) have a general understanding of limitations and standards.

1. Team is **not permitted to** bring outside vendor food into the owner's suite or FOH areas.
 - a. FOH or Premium Level food must be purchased through building F&B Business Area and can be selected from a concessionaire currently operating in the building or the Facility F&B Business Area. Exceptions must be approved in writing seven (7) days in advance from Facility Assistant General Manager or General Manager.
2. Team is **not permitted to** bring outside alcohol into Facility.
 - a. Team **cannot under any circumstances** bring outside alcoholic beverages into the Facility pursuant to TABC regulation (Sec. 28.06). Alcohol served on the permitted premises must be purchased by License holder. License holder must hold an invoice as proof of purchase.
3. Team is not **permitted** to bring donated alcohol, supplies or equipment into the Facility.
 - a. Team **cannot** bring in any supplies or equipment that is donated by a beer or spirits distributor pursuant to TABC regulation (Sec. 102.07).
4. Team is **not permitted to** sell Alcoholic beverages.
 - a. Alcohol is prohibited from being sold by anyone other than Facility personnel or agents thereof on Facility property licensed by the TABC.
5. Approved Third party vendors must possess City of Allen Health Department Certificate for respective event.
 - a. A health certificate must be obtained from City of Allen Health Department prior to operating any food and beverage site on Facility property.
6. All 3rd Party Food & Beverage vendors must be approved by Facility's Food and Beverage

Manager.

- a. Submission of menu, sample of proposed product and pricing must be presented to Facility's Food and Beverage Manager for approval prior to permission being granted to sell at the Facility.
 - b. Required payment by 3rd Party vendors.
 - c. Negotiated payment or buyout must be received from vendors selling Food and Beverage products on Facility property.
7. City has absolute authority to select what food and beverage can be served on Facility property. All approved vendors must adhere to all local, state, and federal laws.
8. Sampling and the portion size will be considered for approval by Facility Director of Food & Beverage on an event, by event basis.
9. Team is permitted to use Facility Third Party Concession Vendors or Facility Restaurant Partners specific for catering purposes, but NOT FOR RESALE, in the below areas with approval from Facility's Food & Beverage Manager:
- a. Press Box Media, for the purpose of hosting league and working media officials
 - b. Back of house Team Locker Rooms, Team Hallways and Team Offices. Not to be brought into public areas.

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE:	September 12, 2023
AGENDA CAPTION:	Conduct a Public Hearing and adopt an Ordinance to amend the development and use regulations for Lot 1, Block A, McDermott Town Crossing, located in Tract 3 of Planned Development No. 52 with a base zoning of Shopping Center. [Verizon - Monopole]
STAFF RESOURCE:	Marc Kurbansade, Community Development Director
BOARD/COMMISSION ACTION:	On August 15, 2023, the Planning and Zoning Commission voted 6 in favor and 1 (Commissioner Stocker) opposed to recommend denial of the request.
PREVIOUS COUNCIL ACTION:	May 6, 1993 - Planned Development No. 52 Approved - Ordinance No. 1170-5-93 July 7, 1994 - Planned Development No. 52 Approved - Ordinance No. 1266-7-94
STRATEGIC PLANNING GOAL:	Vibrant Community with Lively Destinations and Successful Commercial Centers.

BACKGROUND

The subject property is generally located northwest of McDermott Drive and Alma Drive. The surrounding properties are zoned as follows:

- North: Planned Development No. 52 (PD-52) with a base zoning of Single-Family
- East and South: PD-52 with a base zoning of Shopping Center (SC)
- West: PD-52 with a base zoning of Multi-Family

The subject property retains a zoning designation of PD-52 with a base zoning of SC. The current Planned Development was established in 1993 and designated a range of commercial uses for the subject property. The applicant is requesting to construct a 100-foot-tall telecommunications monopole on the property. The telecommunications monopole requires a Specific Use Permit in the Planned Development zoning district; the maximum permissible height in the zoning district is 35 feet. The applicant is proposing to allow the telecommunications monopole by right in the location specified on the Concept Plan and to increase the permitted maximum height from 35 feet to 100 feet.

The Concept Plan shows the telecommunications monopole located in the rear of the existing building, approximately 140 feet from the northern property line. The telecommunications monopole is surrounded by mechanical equipment that is proposed to be screened by an eight-foot-tall wood fence and evergreen shrubs. The elevations show the 100-foot-tall telecommunications monopole and wood fence.

The proposed development regulations would permit a "Telecommunications (Monopole Tower)" use by right on the property, but limited to where indicated on the Concept Plan. Additionally, the proposed development regulations would permit the increased maximum height for the telecommunications monopole.

Staff is recommending denial of the request. The Comprehensive Plan designates this area as "Commercial/Retail" and emphasizes the importance of buffering to residential areas and compatibility with the adjacent uses. There is limited separation from the requested location and adjacent residential properties. The proposed telecommunications monopole is less than 200 feet away from both a single-family neighborhood and a multi-family development. While the applicant is proposing to provide screening of the ground-mounted equipment that supports the telecommunications monopole, the monopole will still be easily visible to adjacent and nearby properties.

STAFF RECOMMENDATION

Staff recommends denial.

Since the Planning and Zoning Commission voted to recommend denial of this request, pursuant to Section 4.06.10.b of the Allen Land Development Code, a vote of three-fourths (Super Majority) of all members of the entire City Council is required to approve this zoning change request.

MOTION

Motion Option 1:

I make a motion to deny the request to amend the development and use regulations for a portion of Tract 3 of Planned Development No. 52 with a base zoning of Shopping Center.

Motion Option 2:

I make a motion to adopt Ordinance No. _____ to amend the development and use regulations for a portion of Tract 3 of Planned Development No. 52 with a base zoning of Shopping Center.

ATTACHMENT(S)

[Ordinance](#)
[Property Notification Map](#)
[Minutes of the August 15, 2023 Planning and Zoning Commission Meeting](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP, AS PREVIOUSLY AMENDED, BY AMENDING THE REGULATIONS FOR TRACT 3 OF PLANNED DEVELOPMENT “PD” NO. 52 WITH A BASE ZONING OF SHOPPING CENTER “SC” RELATING TO THE USE AND DEVELOPMENT OF LOT 1, BLOCK A, MCDERMOTT TOWNE CROSSING FOR A TELECOMMUNICATIONS (MONOPOLE TOWER); 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 amending as set forth in Section 2, below, the regulations applicable to Tract 3 of Planned Development “PD” No. 52 relating to the development and use of property described as Lot 1, Block A, McDermott Towne Crossing, an addition to the City of Allen, Collin County, Texas, according to the plat thereof recorded in Volume K, Page 207, Plat Records, Collin County, Texas (“the Property”).

SECTION 2. The Property shall be developed and used in accordance with the applicable provisions of the Allen Land Development Code, as amended, (“ALDC”) and the development and use regulations applicable to Tract 3 of Planned Development “PD” No. 52 as set forth in Ordinance No. 1170-5-93 and Ordinance No. 1266-7-94 (“the PD-52 Regulations”), as such regulations have been amended; provided, however, the Property may be developed with one (1) telecommunications (monopole tower) located on the Property subject to the following:

- A.** The height of the telecommunications (monopole tower) shall not exceed 100 feet;
- B.** The telecommunications (monopole tower) shall be located as shown on the Concept Plan attached hereto as Exhibit “A” and incorporated herein by reference (the “Concept Plan”);
- C.** The telecommunications (monopole tower) shall be developed in general conformance with the Elevations attached hereto as Exhibit “B” and incorporated herein by reference (the “Elevations”); and
- D.** Notwithstanding anything to the contrary in this Section 2, the City Manager or designee is authorized to approve changes to the Elevations and to the height of the telecommunications (monopole tower) located on the Property without the necessity of amending the regulations set forth in this Section 2

provided such changes constitute minor changes that do not constitute a “substantial change” to the existing tower as defined in 47 C.F.R. §1.6100 (vii).

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

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

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

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 12TH DAY OF SEPTEMBER 2023.

APPROVED:

Baine L. Brooks, MAYOR

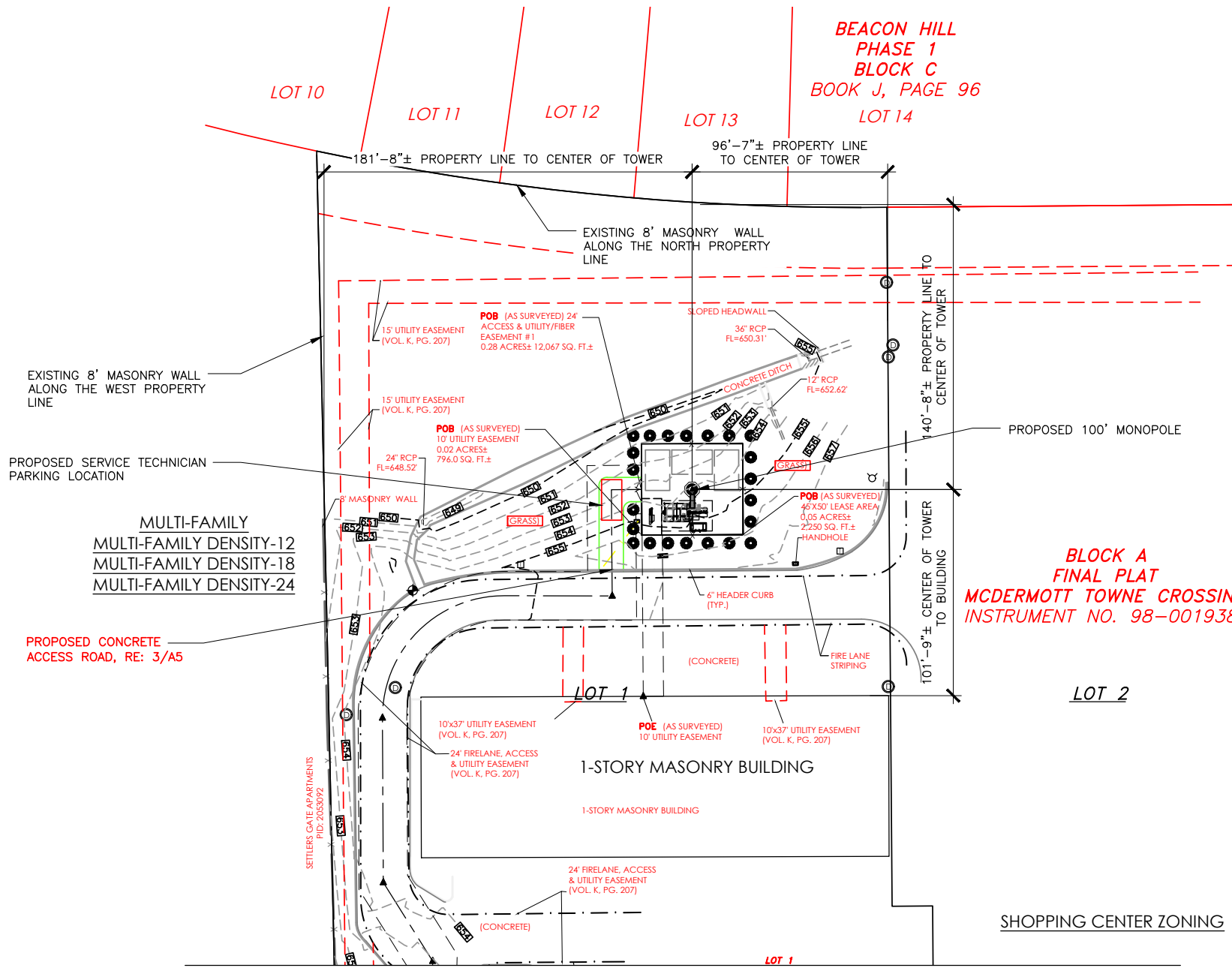
APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
(kbl:8/8/2023:4876-9981-2980v1)

Shelley B. George, TRMC, CITY SECRETARY

QUANTITY	SIZE @ TIME OF PLANTING	SCIENTIFIC NAME	COMMON NAME	MATURE SIZE (HT X WT)
22	6'	"CUPRESSUS ARIZONICA"	CAROLINA SAPPHIRE	30 FT X 15 FT



ZONING MAP



VICINITY MAP

PD AMENDMENT CONCEPT PLAN
 PROJECT NAME: FLOSSIE FLOYD
 ACREAGE: 0.05
 SUBDIVISION: MCDERMOTT TOWNE CROSSING
 LOT: 1
 BLOCK: A
 CITY: CITY OF ALLEN
 COUNTY: COLLIN COUNTY
 DATE:
 PROPERTY OWNER: CH RETAIL FUND II/ALLEN MCDERMOTT, L.P.
 3819 MAPLE AVE DALLAS, TX 75219
 1-214-378-1212

VENDOR:

VERIZON (CENTRAL TEXAS)
 6696 TRI COUNTY PKWY STE 100
 SCHERTZ, TX 78154

BRANCH COMMUNICATIONS
 A SOLUTIONS PROVIDER
 BRANCH COMMUNICATIONS
 7335 S LEWIS AVE STE 300
 TULSA, OKLAHOMA 74136
 (918) 949-4551

PRODUCED BY:

BRANCH ENGINEERING LLC
 A SOLUTIONS PROVIDER
 BRANCH ENGINEERING LLC
 7335 SOUTH LEWIS AVE. STE. 300
 TULSA, OKLAHOMA 74136
 (918) 949-4551
 COA #F-21984 EXP 8/31/2024

SITE NAME:
FLOSSIE FLOYD

VERIZON MDG ID:
5000384384

SITE ADDRESS:
 1328 WEST MCDERMOTT DRIVE
 ALLEN, TX 75013

ENGINEER:

JEROD DOTSON
 142493
 LICENSED PROFESSIONAL ENGINEER
 PF # 142493 EXP. 9/30/2023

NO	DATE	DESCRIPTION	BY
A	03/14/22	PRELIMINARY ISSUE	JWM
B	04/28/22	PRELIMINARY ISSUE	BDH
C	06/01/22	PRELIMINARY ISSUE	BDH
O	10/26/22	CONST ISSUE	JWM
1	6/7/23	CONST ISSUE	JWM
2	7/17/23	CONST ISSUE	JWM

SHEET TITLE:
CONCEPT PLAN


SHEET NUMBER: **A1.2** PROJECT #: _____ REVISION: _____

BY: JWM CKD BY: JWM 2

1 CONCEPT PLAN
 SCALE: 0' 80' 160' 320' 480'



VENDOR:




VERIZON (CENTRAL TEXAS)
6696 TRI COUNTY PKWY STE 100
SCHERTZ, TX 78154



BRANCH COMMUNICATIONS
A SOLUTIONS PROVIDER
7335 S LEWIS AVE STE 300
TULSA, OKLAHOMA 74136
(918) 949-4551

PRODUCED BY:



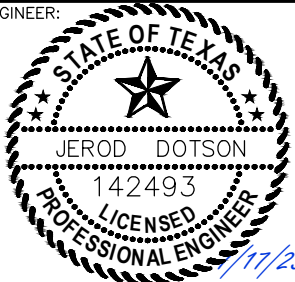
BRANCH ENGINEERING LLC.
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7335 SOUTH LEWIS AVE. STE. 300
TULSA, OKLAHOMA 74136
(918) 949-4551
COA #F-21984 EXP 8/31/2024

SITE NAME:
FLOSSIE FLOYD

VERIZON MDG ID:
5000384384

SITE ADDRESS:
1328 WEST MCDERMOTT DRIVE
ALLEN, TX 75013

ENGINEER:

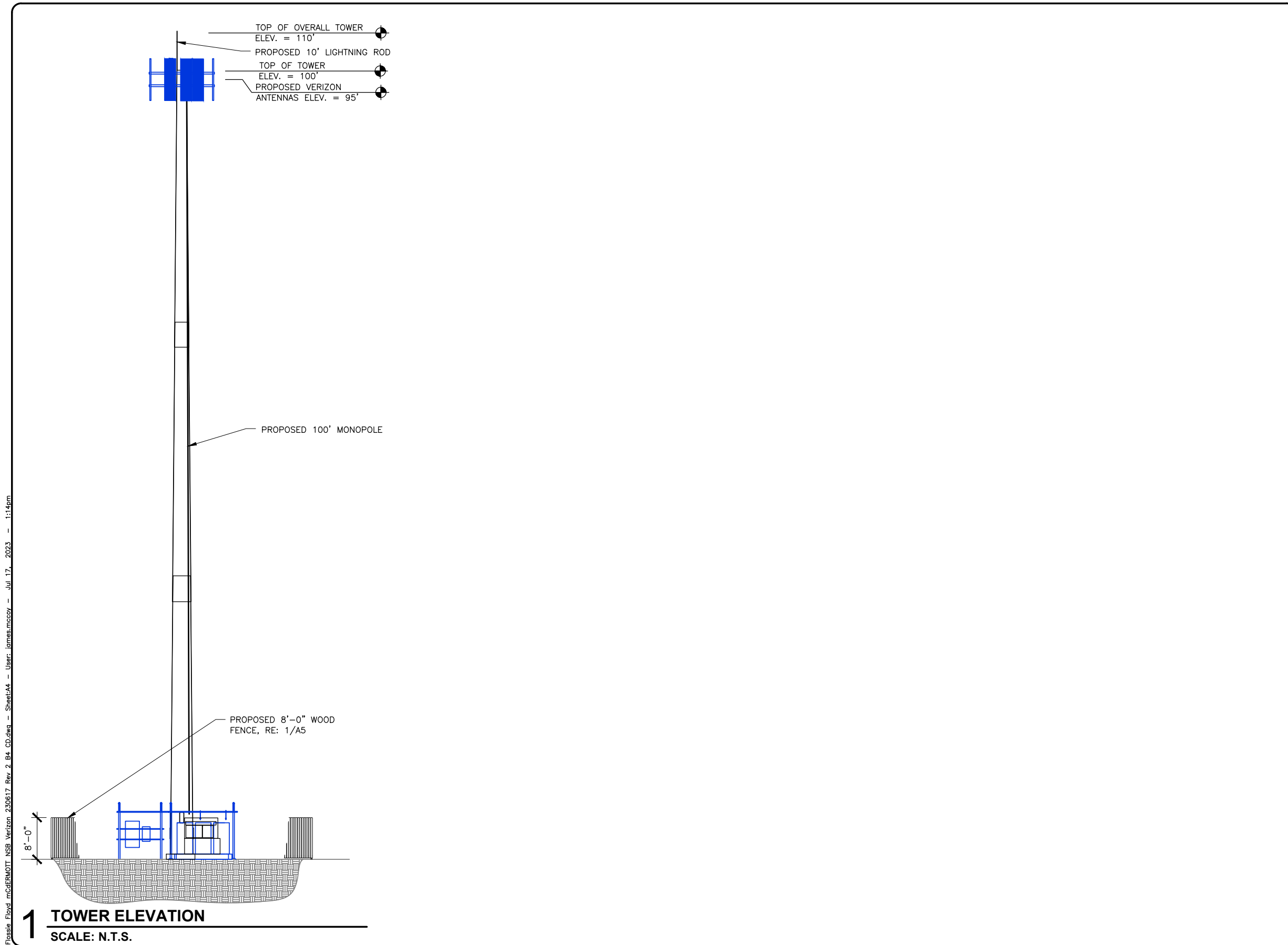


PF # 142493 EXP. 9/30/2023

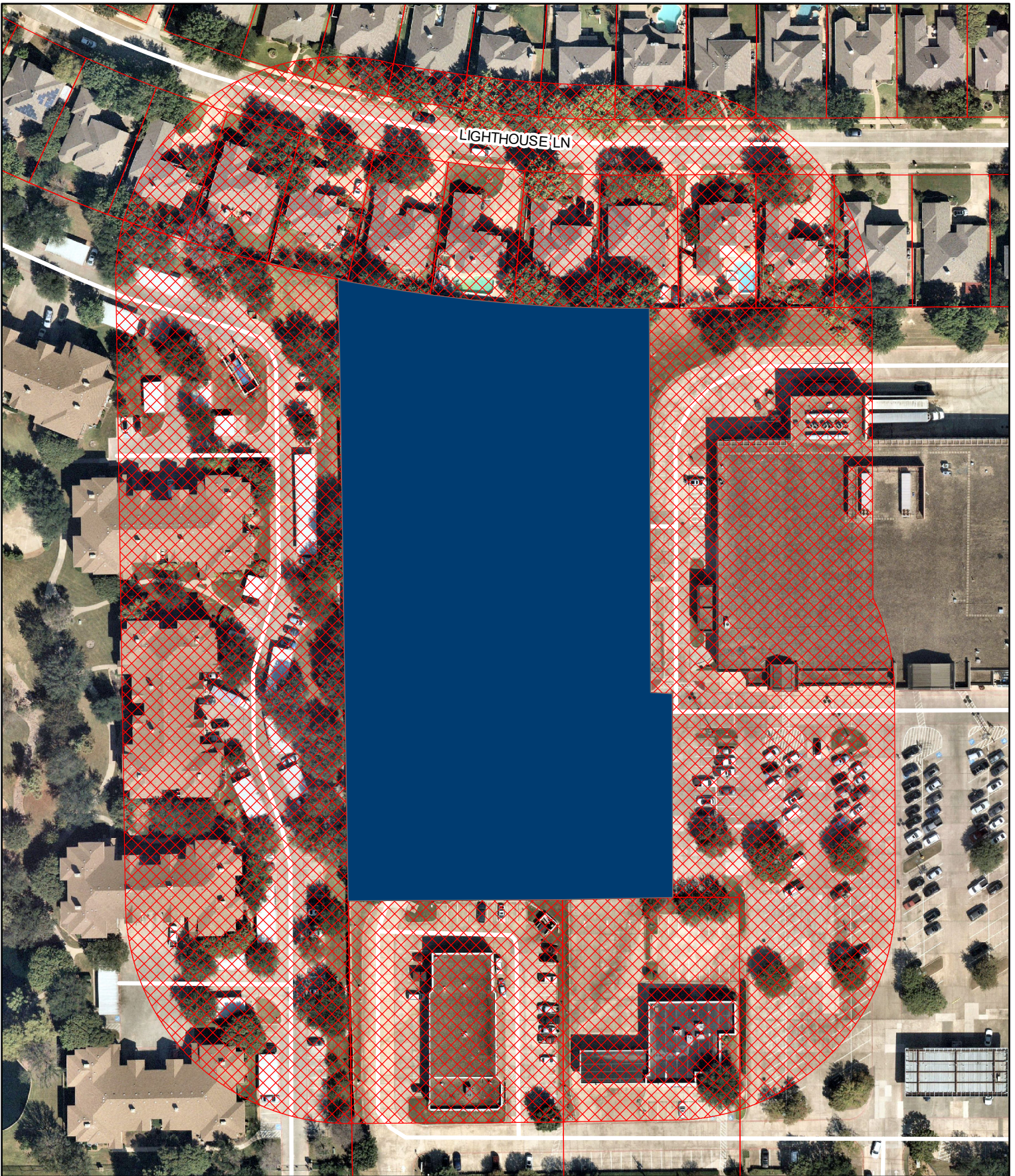
NO	DATE	DESCRIPTION	BY
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B	04/28/22	PRELIMINARY ISSUE	BDH
C	06/01/22	PRELIMINARY ISSUE	BDH
O	10/26/22	CONST ISSUE	JWM
1	6/7/23	CONST ISSUE	JWM
2	7/17/23	CONST ISSUE	JWM

SHEET TITLE:
**TOWER ELEVATION, ANTENNA
AZIMUTH PLAN & DETAILS**




SHEET NUMBER: PROJECT #: REVISION:
A4 BY: CKD BY: **2**
JWM JWM

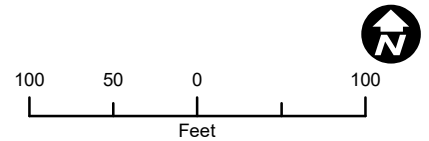


Flossie Floyd mcdermott NSB Verizon 230617 Rev 2 B4 CD.dwg - Sheet A4 - User: james.mccoy - Jul 17, 2023 - 1:14pm



VERIZON - FLOSSIE FLOYD
1328 W. McDermott Dr.

-  200' Buffer
-  Subject Parcel
-  Collin CAD Parcels



Note: This map is for illustrative purposes only please contact Community Development

August 15, 2023 Planning and Zoning Commission Meeting Minutes

Conduct a Public Hearing and consider a request to amend the development and use regulations for Lot 1, Block A, McDermott Town Crossing, located in Tract 3 of Planned Development No. 52 with a base zoning of Shopping Center. [Verizon - Monopole]

Mr. Kurbansade, Director of Community Development, presented the item to the Commission and stated that staff recommends denial of the item.

The applicant, Troy Williams, 7335 South Lewis Avenue, Tulsa, Oklahoma presented.

Chair Metevier opened the public hearing.

Chair Metevier mentioned receipt of the following letters in opposition of the item:

- Ella Wu, Allen TX
- Zhong Zhou, 1302 Lighthouse Lane, Allen, TX
- Stephen J. Labuda, 1316 Lighthouse Lane, Allen, TX
- Beixing Ye, 1315 Lighthouse Lane, Allen, TX
- Stuart Sadler, 1300 Lighthouse Lane, Allen, TX
- Kelly Smith Leon, 1304 Lighthouse Lane, Allen, TX
- Hamid Sheikh, 1311 Lighthouse Lane, Allen, TX
- Deborah Cosgrove, 1309 Lighthouse Lane, Allen, TX
- Rubina Rao & M. Jan, 1308 Lighthouse Lane, Allen, TX
- Sarah Hoell, 1411 Constellation Drive, Allen TX
- Susan Shehan, 1501 Mystic Cove Court, Allen, TX
- Tina Crisp, 1307 Lighthouse Lane, Allen, TX
- Malka Khanum, 402 Spinnaker Drive, Allen, TX

The following individuals registered their opposition but did not wish to speak on the item:

- Paulraj Manivannan, 1313 Lighthouse Lane, Allen, TX
- Guna Malar Manivannan, 1313 Lighthouse Lane, Allen, TX
- Malka Khanum, 402 Spinnaker Drive, Allen, TX

The following individuals registered their opposition and spoke on the item:

- Debbie Crosgrove, 1309 Lighthouse Lane, Allen, TX
- Malka Khanum, 402 Spinnaker Drive, Allen, TX

Chair Metevier closed the public hearing.

The Commission discussed the following:

- Proposed and permitted heights;
- Other potential locations and heights;
- Technology and function of monopole towers;
- Distance from adjacent properties; and
- Applicant's public engagement process.

Motion: Upon a motion by Commissioner Wright and a second by Commissioner Shaikh, the Commission voted 6 IN FAVOR and 1 OPPOSED by Commissioner Stocker to recommend denial of the request to amend the development regulations of Planned Development No. 52, as presented. The motion carried.

ATTENDANCE:

Commissioners Present:

Dan Metevier, Chair
Michael Smiddy, 1st Vice-Chair
Kenneth Cook, 2nd Vice-Chair
Sandeep Kathuria
Elias Shaikh
Gary Stocker
Jason Wright

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE:	September 12, 2023
AGENDA CAPTION:	Conduct a Public Hearing and adopt an Ordinance to amend the development and use regulations for Lot 1, Block A, Cornerstone/Allen Addition, located in Tract 1 of Planned Development No. 58 with a base zoning of Shopping Center. [Amphenol Outdoor Storage]
STAFF RESOURCE:	Marc Kurbansade, Community Development Director
BOARD/COMMISSION ACTION:	On August 15, 2023, the Planning and Zoning Commission voted unanimously to recommend approval of the request.
PREVIOUS COUNCIL ACTION:	April 5, 1984 - Planned Development No. 21 Adopted - Ordinance No. 504-4-84 March 21, 1996 - Planned Development No. 58 Adopted - Ordinance No. 1409-3-96 June 26, 2007 - Planned Development No. 58 Adopted - Ordinance No. 2636-6-07 April 12, 2022 - Planned Development No. 58 Adopted - Ordinance No. 3904-4-22
STRATEGIC PLANNING GOAL:	Vibrant Community with Lively Destinations and Successful Commercial Centers.

BACKGROUND

The subject property is generally located northeast of Central Expressway and Exchange Parkway. The surrounding properties are zoned as follows:

- North: Community Facilities
- East: Community Facilities and Planned Development No. 58 (PD-58) with a base zoning of Shopping Center (SC)
- South: PD-58 with a base zoning of SC
- West (across Central Expressway): Planned Development No. 54 with a base zoning of Corridor Commercial

The subject property is zoned PD-58 with a base zoning of SC. The original ordinance for PD-58 established a list of permitted uses, with amendments to PD-58 in 2007 and 2022 to provide additional permitted uses and amended height regulations for a portion of Tract 1. The site is now developed with a single building of 70,154 square feet as shown in the concept plan. The applicant is requesting to amend the current zoning in order to temporarily allow the Outdoor Storage land use without requiring screening at the location shown on the concept plan.

Planned Development No. 58 was approved in March of 1996, with Tract 1 having a base zoning of SC. Outdoor Storage is a permitted use in the SC zoning district by right but typically requires screening

from neighboring properties and right-of-way. Since the Outdoor Storage on this site is temporary in nature, the applicant is requesting that the screening requirement be waived for a period of time not to exceed two years unless extended as provided for in the ordinance. This request has been reviewed by staff, is in general conformance with the Future Land Use plan, and is compatible with surrounding uses.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to adopt Ordinance No. _____ to amend Planned Development No. 58.

ATTACHMENT(S)

[Ordinance](#)

[Property Notification Map](#)

[Minutes of the August 15, 2023 Planning and Zoning Commission Meeting](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP AS PREVIOUSLY AMENDED BY AMENDING THE DEVELOPMENT REGULATIONS RELATING TO THE USE AND DEVELOPMENT OF LOT 1, BLOCK A, CORNERSTONE/ALLEN ADDITION, LOCATED WITHIN TRACT 1 OF PLANNED DEVELOPMENT “PD” 58 WITH A BASE ZONING DISTRICT OF SHOPPING CENTER “SC” TO ADOPT REGULATIONS FOR OUTDOOR STORAGE; PROVIDING FOR A CONFLICTS RESOLUTIONS 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 of the City of Allen, Texas 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 adopted, should be amended.

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

SECTION 1. The Allen Land Development Code Zoning Regulations and Zoning Map of the City of Allen, Texas, as amended, shall be further amended by amending, as set forth in Section 2 of this Ordinance, the regulations relating to the use and development of Lot 1, Block A, Cornerstone/Allen, an addition to City of Allen, Collin County, Texas, according to the plat thereof recorded in Volume M, Page 316, Plat Records, Collin County, Texas (“the Property”) located in Tract 1 of Planned Development “PD” No. 58 Shopping Center “SC” (“PD-58”).

SECTION 2. The Property shall continue to be developed and used in accordance with applicable provisions of the Allen Land Development Code and the development and use regulations applicable to property located within Tract 1 of PD-58 except as follows:

- A.** Outdoor storage may occur on the Property using shipping/storage containers (“Outdoor Storage Containers”) placed on the area of the Property shown in the Outdoor Storage Site Plan attached hereto as Exhibit “A” and incorporated herein by reference (the “Outdoor Storage Area”) for a period not to exceed two (2) years after the effective date of this Ordinance unless such term is extended as provided in Section 2.G, below;
- B.** No screening of the Outdoor Storage Area is required;
- C.** The Outdoor Storage Containers shall not be located on, or be placed in a manner that obstructs, fire lanes/emergency access or parking aisles on the Property or on any property adjacent to the Property;
- D.** All Outdoor Storage Containers must be placed on ground level. Stacking of Outdoor Storage Containers is prohibited;
- E.** All Outdoor Storage Containers must be painted with the same, solid, non-reflective color, maintained in good condition and repair, and be free of graffiti and other extraneous markings other than the name

of the owner of the container and such other identifying information as may be required by law when such containers are in transit;

- F.** Except when in active use, all materials, supplies, equipment, or other personal property stored within the Outdoor Storage Area must be placed within the Outdoor Storage Containers;
- G.** The period for which Outdoor Storage Containers may be kept on the Property may be extended by motion or resolution of the City Council for up to two (2) periods of six (6) months each. Placement of Outdoor Storage Containers on the Property for a period of more than three (3) years after the effective date of this Ordinance shall require an amendment to this Ordinance; and
- H.** All Outdoor Storage Containers must be removed from the Property not later than the last day authorized by this Ordinance.

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

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

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

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS 12TH DAY OF SEPTEMBER 2023.

APPROVED:

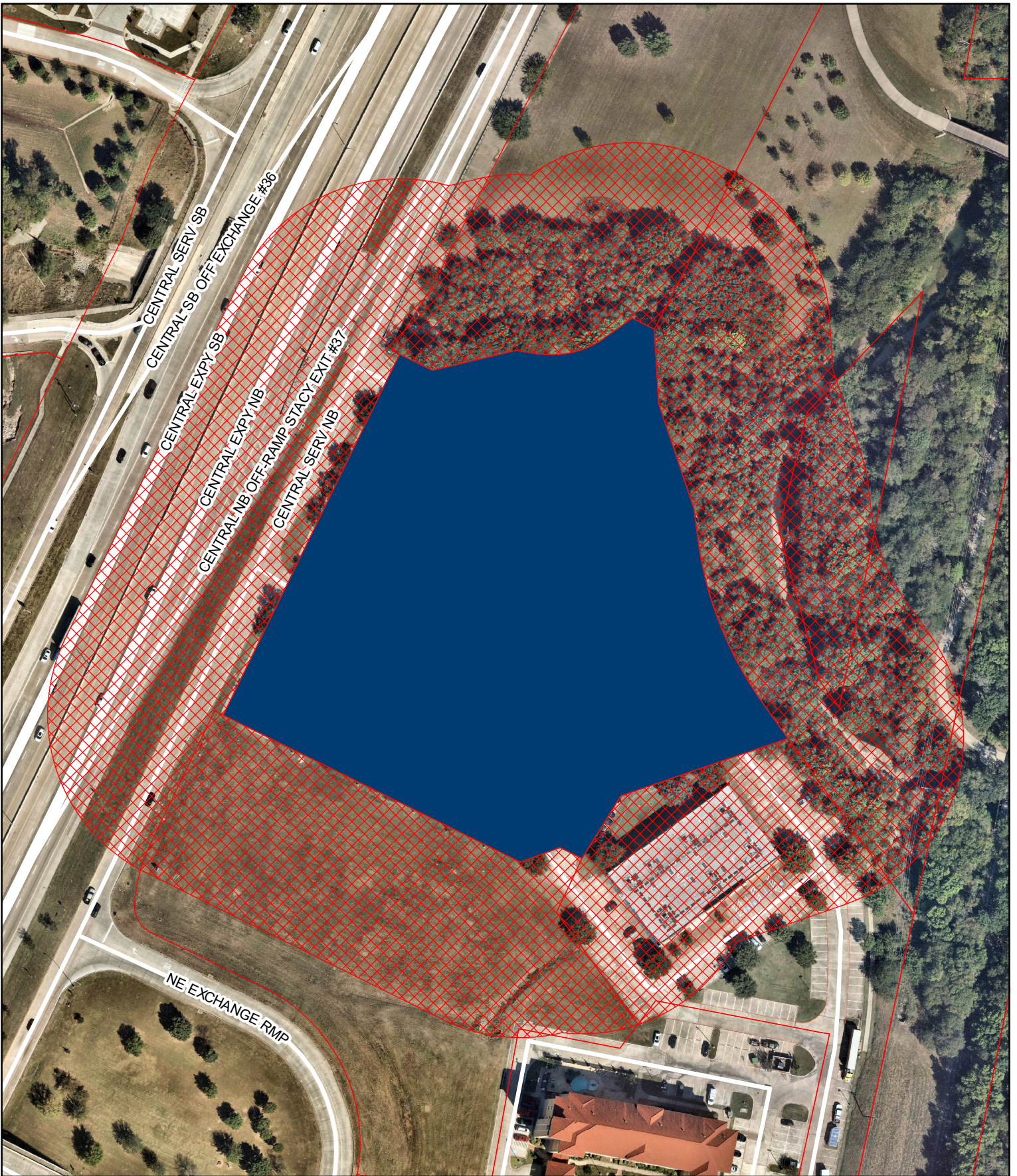
Baine L. Brooks, MAYOR

APPROVED AS TO FORM:




ATTEST:

Peter G. Smith, CITY ATTORNEY
(kbl:8/8/2023:4895-7806-1684v1)

Shelley B. George, TRMC, CITY SECRETARY



AMPHENOL OUTDOOR STORAGE
1300 N. Central Expy.

-  200' Buffer
-  Subject Parcel
-  Collin CAD Parcels



Note: This map is for illustrative purposes only please contact Community Development for more details. 214-509-4160

August 15, 2023 Planning and Zoning Commission Meeting Minutes

Conduct a Public Hearing and consider a request to amend the development and use regulations for Lot 1, Block A, Cornerstone/Allen Addition located in Tract 1 of Planned Development No. 58 with a base zoning of Shopping Center. [Amphenol Outdoor Storage]

Mr. Kurbansade, Director of Community Development presented the item to the Commission and stated that staff recommends approval of the item.

Chair Metevier opened the public hearing.

With no one speaking, Chair Metevier closed the public hearing.

The Commission discussed the following:

- Height of containers;
- Duration of outdoor storage; and
- Screening of containers.

Motion: Upon a motion by Commissioner Stocker and a second by Commissioner Kathuria, the Commission voted 7 IN FAVOR and 0 OPPOSED to recommend approval of an ordinance to amend Planned Development No. 58, as presented. The motion carried.

ATTENDANCE:

Commissioners Present:

Dan Metevier, Chair
Michael Smiddy, 1st Vice-Chair
Kenneth Cook, 2nd Vice-Chair
Sandeep Kathuria
Elias Shaikh
Gary Stocker
Jason Wright

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE:	September 12, 2023
AGENDA CAPTION:	Conduct a Public Hearing and adopt an Ordinance for Specific Use Permit authorizing a "Medical Clinic" use, located on Lot 1, Block B, Exxon Allen Heights Addition. [Total Point Urgent Care]
STAFF RESOURCE:	Marc Kurbansade, Community Development Director
BOARD/COMMISSION ACTION:	On August 15, 2023, the Planning and Zoning Commission voted unanimously to recommend approval of the request.
PREVIOUS COUNCIL ACTION:	October 19, 1981 - Planned Development No. 2 Adopted - Ordinance No. 367-10-81 July 16, 1998 - Specific Use Permit No. 59 Adopted - Ordinance No. 1613-7-98
STRATEGIC PLANNING GOAL:	Vibrant Community with Lively Destinations and Successful Commercial Centers.

BACKGROUND

The subject property is generally located southeast of Main Street and Allen Heights Drive and is commonly known as 1304 E. Main Street. The surrounding properties are zoned as follows:

- North (across Main Street): Planned Development No. 1 with a base zoning of Local Retail (LR)
- East: Planned Development No. 2 (PD-2) with a base zoning of LR
- South: PD-2 with a base zoning of R-5, Single Family Residential
- West (across Allen Heights Drive): Planned Development No. 33 with a base zoning of Shopping Center

The subject property retains a zoning designation of PD-2 with a base zoning of LR. The Allen Land Development Code requires a Specific Use Permit (SUP) for a Medical Clinic to operate within the LR zoning district. PD-2 was adopted in October of 1981 and set Local Retail as the base zoning. In July of 1998, an SUP and site plan were approved allowing gasoline sales.

The proposed SUP Site Plan shows the existing 3,359 square-foot building to be used for the Medical Clinic use. The applicant plans on renovating the interior of the building, but they are not proposing to increase the size of the building. There is also an additional 934 square-foot structure that previously functioned as a car wash that will be used for storage. The request has been reviewed by staff, is found to be consistent with the Future Land Use map, and meets the requirements of the Allen Land Development Code.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to adopt Ordinance No. _____ to establish Specific Use Permit No. 190.

ATTACHMENT(S)

Ordinance

Property Notification Map

Minutes of the August 15, 2023 Planning and Zoning Commission Meeting

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP AS PREVIOUSLY AMENDED, BY GRANTING SPECIFIC USE PERMIT NO. 190 TO ALLOW A MEDICAL CLINIC USE ON LOT 1, BLOCK B, EXXON ALLEN HEIGHTS ADDITION TO THE CITY OF ALLEN, PRESENTLY LOCATED IN TRACT 2 OF PLANNED DEVELOPMENT NO. 2 LOCAL RETAIL; AND ADOPTING A SITE PLAN AND BUILDING ELEVATIONS; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING FOR 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 of the City of Allen, Texas 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 adopted, should be amended.

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

SECTION 1. The Allen Land Development Code Zoning Regulations and Zoning Map of the City of Allen, Collin County, Texas, be amended by granting Specific Use Permit No. 190 relating to the development and use of Lot 1, Block B, Exxon Allen Heights Addition to the City of Allen, according to the plat thereof recorded in Volume 2008, Page 701, Plat Records of Collin County, Texas, (the "Property"), which is presently located in Tract 2 of Planned Development No. 2 (PD-2) for Local Retail.

SECTION 2. The Property shall continue to be developed and used in accordance with applicable provisions of the Allen Land Development Code ("ALDC"), the development and use regulations of Tract 2 of PD-2, and, if developed and used as a Medical Clinic in accordance with this Specific Use Permit No. 190, shall be subject to the following special conditions:

- A.** The property shall be developed and used only in accordance with the Site Plan and Building Elevations, attached hereto as Exhibits "A" and "B" respectively, and incorporated herein by reference.
- B.** This Specific Use Permit No. 190 shall be subject to termination in accordance with Section 6.01.4 of the ALDC.

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

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

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

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS 12TH DAY OF SEPTEMBER 2023.

APPROVED:

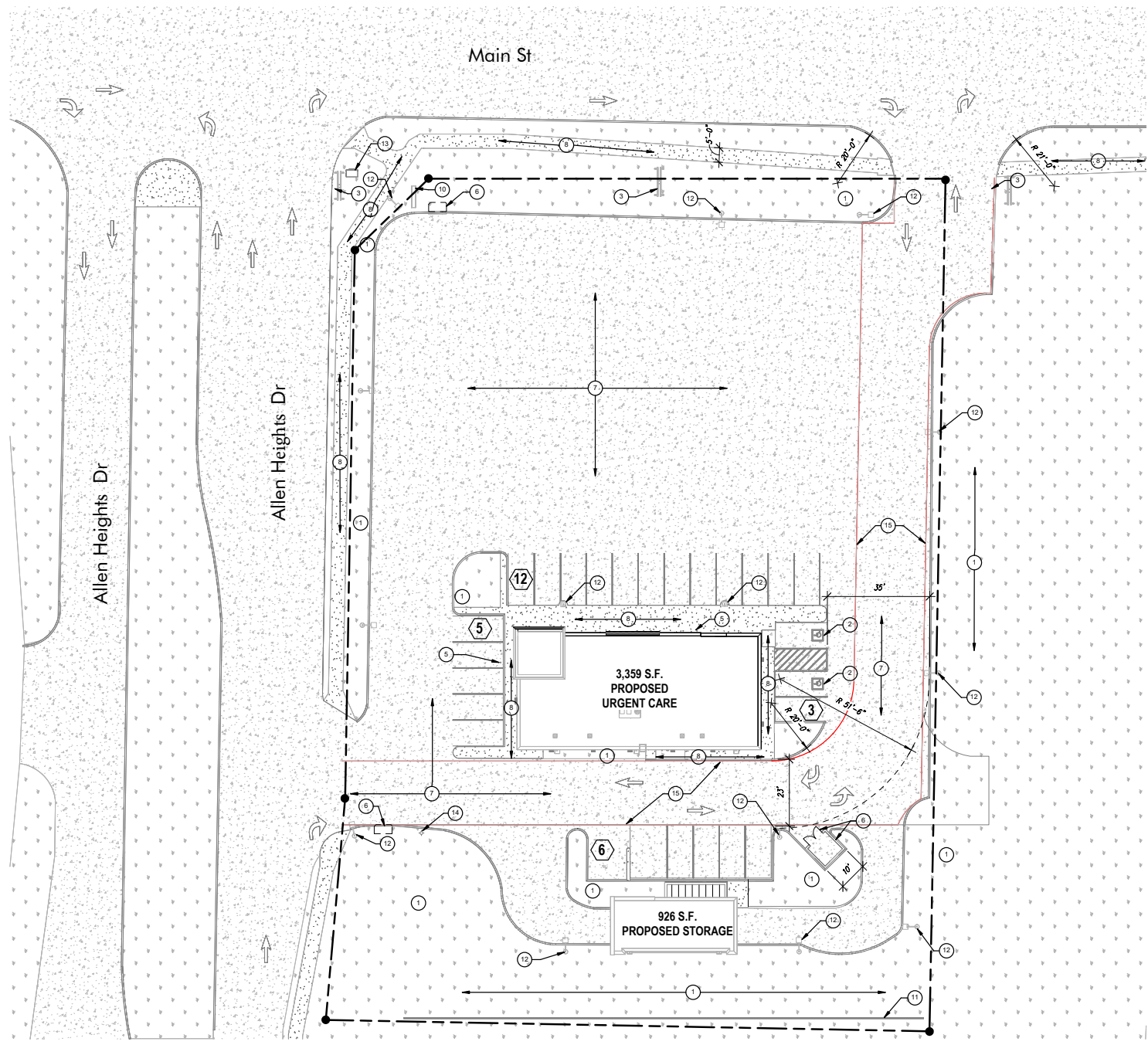
Baine L. Brooks, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
(kbl:7/30/2023:4881-4990-1940-v1)

Shelley B. George, TRMC, CITY SECRETARY



SITE DATA SUMMARY TABLE

PROPOSED USE:	AMBULATORY CLINIC
SQUARE FEET:	3,359 S.F. URGENT CARE 926 S.F. STORAGE
NO AREA INCREASE PROPOSED	
EXISTING ZONING DISTRICT:	COMMERCIAL/RETAIL
GROSS SITE AREA:	1.37 ACRES
REQUIRED LANDSCAPE AREA:	0.137 ACRES (10%)
PROVIDED LANDSCAPE AREA:	0.29 ACRES (21%)
LOT COVERAGE:	7.2%
FLOOR AREA RATIO (FAR):	0.072
SETBACKS:	
FRONT	25 FT.
SIDE INTERIOR	15 FT.
SIDE STREET	25 FT.
REAR	25 FT.
(REFER TO SHEET SUP 3 FOR ADDITIONAL INFO)	

MAXIMUM HEIGHT:	
EXISTING	20' - 6"
PROPOSED	20' - 6"
NO HEIGHT INCREASE PROPOSED	
EXISTING PARKING SPACES:	
STANDARD	24
ACCESSIBLE	2
TOTAL PARKING SPACES: 26	
PARKING SPACES REQUIRED:	
	1/300 S.F.
	15 SPACES REQUIRED
	26 SPACES PROVIDED

PROPOSED SITE PLAN KEY NOTES

- EXISTING LANDSCAPE AREA
- ACCESSIBLE PARKING. RE-PAINT WITH 3" WIDE STRIPES AND RE-PAINT PAVEMENT SYMBOL MARKING WITH WHITE STRIPES AND BLUE FIELD.
- EXISTING POWER POLE TO REMAIN.
- EXISTING PARKING STRIPES TO BE RE-PAINTED 3" WHITE (TYP.) ALLOWER.
- EXISTING BOLLARDS TO BE REMOVED (TYP.).
- EXISTING CURB AND GUTTER TO REMAIN.
- EXISTING CONCRETE PAVING TO REMAIN. PATCH AS REQUIRED.
- EXISTING 5 FEET WIDE CONCRETE SIDEWALK TO REMAIN.
- EXISTING 10'-0" x 8'-6" ENCLOSED DUMPSTER WITH 6 FEET HIGH MASONRY WALL SCREEN. PAINT EXISTING DOOR AND CMU SCREEN WALL AS REQUIRED.
- EXISTING NOT USED MONUMENT SIGN. OWNER TO DECIDE IF IT IS TO BE REPLACED, REMOVED OR REUSED.
- EXISTING 8 FEET HIGH MASONRY BRICK WALL FENCE TO REMAIN.
- EXISTING LIGHT POLE TO REMAIN.
- EXISTING PAD MOUNTING TRANSFORMER TO REMAIN.
- EXISTING FIRE HYDRANT TO REMAIN.
- EXISTING FIRE LANE. REPAINT AS REQUIRED.

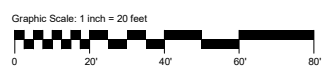
INDICATES NUMBER OF PARKING SPACES

SPECIAL NOTES:

- REMOVE LOW TREE BRANCHES OVER ENCLOSED DUMPSTER.
- REMOVE DEAD AND MISSING SHRUBS AROUND THE DUMPSTER ENCLOSURE.
- REPAINT DUMPSTER ENCLOSURE DOORS AND HARDWARE.
- REPLACE DAMAGED DUMPSTER ENCLOSURE CANE BOLTS.
- REMOVE TRASH/DEBRIS INSIDE DUMPSTER ENCLOSURE.
- REPAIR DAMAGED DUMPSTER ENCLOSURE LEFT DOOR.
- FILL WITH CONCRETE BOLLARDS INSIDE DUMPSTER ENCLOSURE.



1 / SUP4 SITE PLAN
SCALE 1" = 20'-0"



NOTE:
REFER TO SHEET SUP 3 (SURVEY PLAN)
FOR ADDITIONAL INFORMATION

OWNER
TOTAL POINT URGENT CARE
1601 Elm Street, Suite 4210
Dallas, TX 75201
(P) 712-223-6589
e-mail - omar@tkzconstruction.com
Contact: Omar Khokhar, CEO

ENGINEER
2CMD Engineering & Consulting, Inc.
1307 Hillary Lane
Arlington, TX 76012
(P) 817-459-1420
(F) 817-568-9113
e-mail - azeeem@2cmd.com
Contact: Azeeem Yasin, P.E.

SURVEY
BLEW & ASSOCIATES, P.A.
Bradley G. Wells, RPLS
1050 Texan Trail, Suite 400
Grapevine, TX 76051
(P) 479-443-4506
e-mail - survey@blewinc.com
Contact: BRADLEY G. WELLS

DEVELOPER
TJKZ CONSTRUCTION LLC
1601 Elm Street, Suite 4210
Dallas, TX 75201
(P) 712-223-6589
e-mail - omar@tkzconstruction.com
Contact: Omar Khokhar, CEO

VICINITY MAP
NOT TO SCALE

"SUP SITE PLAN"

Project Name:	Total Point Urgent Care
Acreage:	1.37
Property Sq Ft:	3,359 Proposed Urgent Care 926 Proposed Storage
Subdivision:	Exxon Allen Heights
Legal Description:	Exxon Allen Heights Addition, BLK B, LOT 1
Property ID:	2073699
Submission Date:	July 5, 2023

TOTAL POINT URGENT CARE

2CMD
AZEEEM YASIN, P.E.
#F-007510
1307 HILLARY LANE
ARLINGTON, TX 76012
TEL: 817-459-1420
FAX: 817-568-9113
AZEEEM@2CMD.COM

Integrated Design BIM Solutions, LLC
5000 Cedar Elm Dr., McKinney, TX 75070

STATE OF TEXAS
Professional Engineer
Azeeem Yasin, P.E.
7/5/23

ISSUED FOR (SUP)
1304 E Main Street
Allen, Texas 75002

RELEASE:		
No.	Description	Date

SITE PLAN	
Project number	23016
Date	JULY 5, 2023
Drawn by	AA
Checked by	AY
SUP4	
Scale	As indicated

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1 / SUP5 URGENT CARE BUILDING - ELEVATION NORTH
SCALE 1/4" = 1'-0"

2 / SUP5 URGENT CARE BUILDING - ELEVATION SOUTH
SCALE 1/4" = 1'-0"

3 / SUP5 URGENT CARE BUILDING - ELEVATION EAST
SCALE 1/4" = 1'-0"

4 / SUP5 URGENT CARE BUILDING - ELEVATION WEST
SCALE 1/4" = 1'-0"

NORTH ELEVATION NOTES

- 1) PORTLAND CEMENT PLASTER (COLOR WHITE)
- 2) METAL PANEL (BLUE COLOR)
- 3) EXISTING REVEALS (TYPICAL)
- 4) PORTLAND CEMENT PLASTER (COLOR GREY)
- 5) PORTLAND CEMENT PLASTER (COLOR LIGHT GREY/BLUE)

TOTAL WALL AREA = 1,148 S.F.
PLASTER AREA = 828 S.F. = 72%
METAL PANEL (BLUE COLOR) AREA 320 S.F. = 28%

SOUTH ELEVATION NOTES

- 1) PORTLAND CEMENT PLASTER (COLOR TAN)
- 2) METAL PANEL (BLUE COLOR)
- 3) EXISTING REVEALS (TYPICAL)
- 4) EXISTING WALL SCNCE
- 5) EXISTING DOWNSPOUTS AND SCUPPER

TOTAL WALL AREA = 1,164 S.F.
PLASTER AREA = 1,164 S.F. = 100%

EAST ELEVATION NOTES

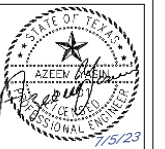
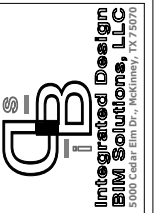
- 1) PORTLAND CEMENT PLASTER (COLOR WHITE)
- 2) PORTLAND CEMENT PLASTER (COLOR TAN)
- 3) EXISTING REVEALS (TYPICAL)
- 4) EXISTING WALL SCNCE
- 5) EXISTING DOWNSPOUTS AND SCUPPER

TOTAL WALL AREA = 630 S.F.
PLASTER AREA = 630 S.F. = 100%

WEST ELEVATION NOTES

- 1) PORTLAND CEMENT PLASTER (COLOR TAN)
- 2) METAL PANEL (BLUE COLOR)
- 3) EXISTING REVEALS (TYPICAL)
- 4) EXISTING WALL SCNCE
- 5) EXISTING DOWNSPOUTS AND SCUPPER

TOTAL WALL AREA = 1,164 S.F.
PLASTER AREA = 406 S.F. = 56%
METAL PANEL (BLUE COLOR) AREA 320 S.F. = 44%



ISSUED FOR (SUP)
1304 E Main Street
Allen, Texas 75002

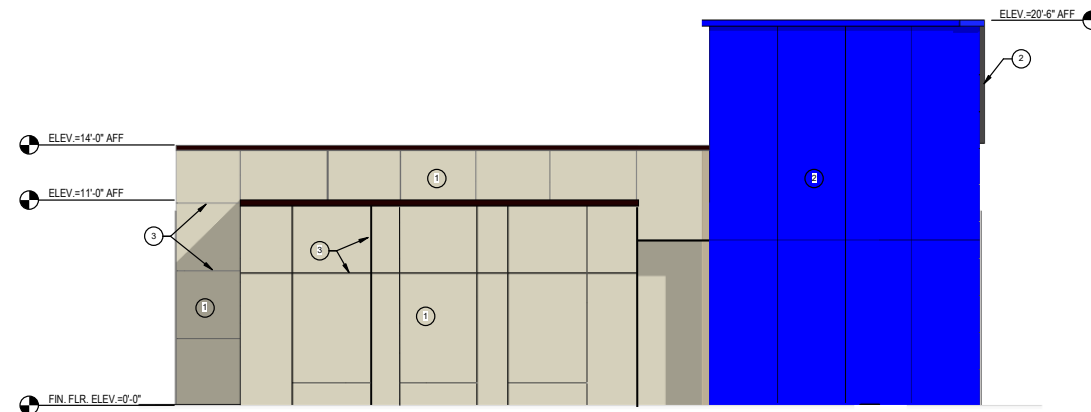
RELEASE:

No.	Description	Date

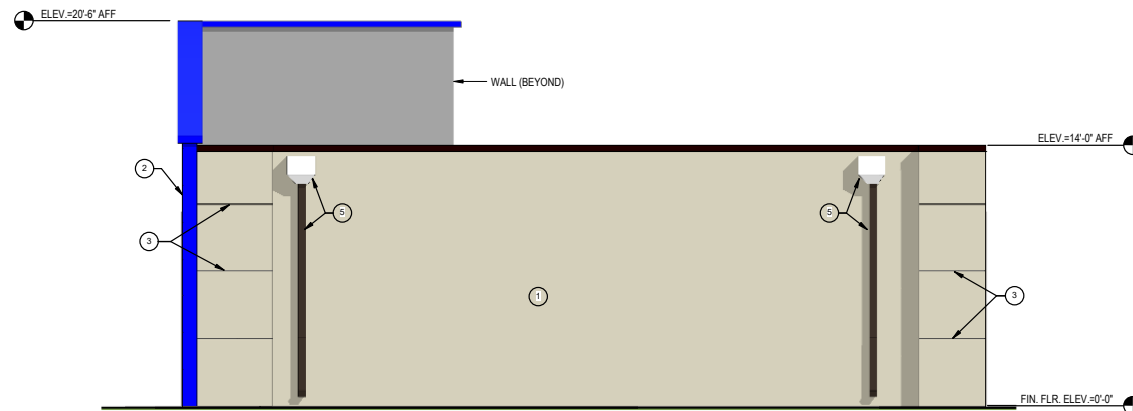
BUILDING ELEVATIONS

Project number	23016
Date	JULY 5, 2023
Drawn by	AA
Checked by	AY
SUP5	
Scale	1/4" = 1'-0"

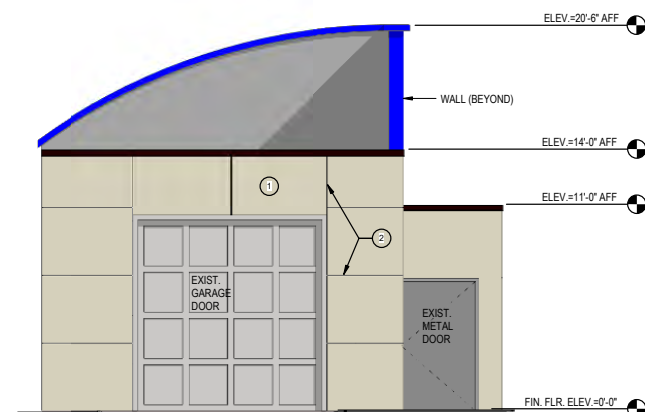
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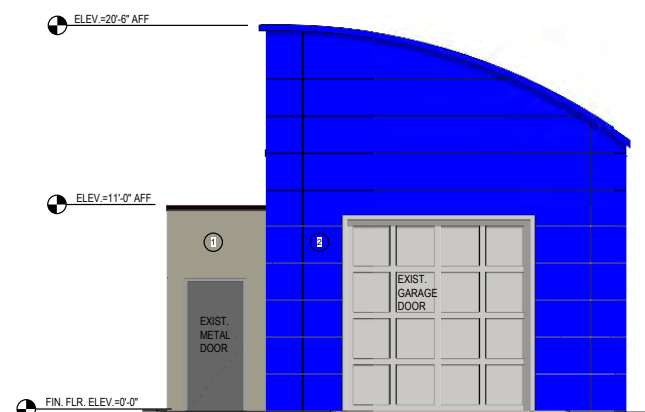
1 / SUP6 STORAGE BUILDING - ELEVATION NORTH
SCALE 1/4" = 1'-0"



2 / SUP6 STORAGE BUILDING - ELEVATION SOUTH
SCALE 1/4" = 1'-0"



3 / SUP6 STORAGE BUILDING - ELEVATION EAST
SCALE 1/4" = 1'-0"



4 / SUP6 STORAGE BUILDING - ELEVATION WEST
SCALE 1/4" = 1'-0"

NORTH ELEVATION NOTES

- 1) EXISTING PORTLAND CEMENT PLASTER (COLOR TAN)
 - 2) EXISTING METAL PANEL (BLUE COLOR)
 - 3) EXISTING REVEALS (TYPICAL)
- TOTAL WALL AREA = 670 S.F.
PLASTER AREA = 364 S.F. = 54%
METAL PANEL (BLUE COLOR) AREA 306 S.F. = 46%

SOUTH ELEVATION NOTES

- 1) EXISTING PORTLAND CEMENT PLASTER (COLOR TAN)
 - 2) EXISTING METAL PANEL (BLUE COLOR)
 - 3) EXISTING REVEALS (TYPICAL)
 - 4) EXISTING WALL SCONCE
 - 5) EXISTING DOWNSPOUTS AND SCUPPER
- TOTAL WALL AREA = 618 S.F.
PLASTER AREA = 606 S.F. = 98%
METAL PANEL (BLUE COLOR) AREA 12 S.F. = 2%

EAST ELEVATION NOTES

- 1) EXISTING PORTLAND CEMENT PLASTER (COLOR TAN)
 - 2) EXISTING REVEALS (TYPICAL)
- TOTAL WALL AREA = 190 S.F.
PLASTER AREA = 190 S.F. = 100%

WEST ELEVATION NOTES

- 1) EXISTING PORTLAND CEMENT PLASTER (COLOR TAN)
 - 2) EXISTING METAL PANEL (BLUE COLOR)
- TOTAL WALL AREA = 290 S.F.
PLASTER AREA = 34 S.F. = 12%
METAL PANEL (BLUE COLOR) AREA 256 S.F. = 88%



ISSUED FOR (SUP)
1304 E Main Street
Allen, Texas 75002

RELEASE:

No.	Description	Date




BUILDING ELEVATIONS

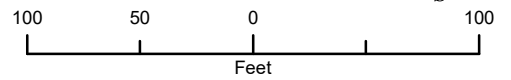
Project number	23016
Date	JULY 5, 2023
Drawn by	AA
Checked by	AY
SUP6	
Scale	1/4" = 1'-0"

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**TOTAL POINT URGENT CARE
1304 E. Main St.**

-  200' Buffer
-  Subject Parcel
-  Collin CAD Parcels



Note: This map is for illustrative purposes only please contact Community Development for more details. 214-509-4160



August 15, 2023 Planning and Zoning Commission Meeting Minutes

Conduct a Public Hearing and consider a request for a Specific Use Permit authorizing a "Medical Clinic" use on Lot 1, Block B, Exxon Allen Heights Addition. [Total Point Urgent Care]

Mr. Bechtluft, Planner, presented the item to the Commission and stated that staff recommends approval of the item.

Chair Metevier opened the public hearing.

The following individual registered their support and spoke on the item:

- Kendall Gleason, 1507 Gardenia Drive, Allen, TX

The following individuals registered their opposition but did not wish to speak on the item:

- Austin Bowers, 1307 Petunia Drive, Allen, TX
- Austin Borgne, 1307 Petunia Drive, Allen, TX

Chair Metevier closed the public hearing.

The Commission discussed the following:

- Emergency vehicle access;
- Storage in accessory building; and
- Previous removal of storage tanks.

Motion: Upon a motion by 2nd Vice-Chair Cook and a second by Commissioner Kathuria, the Commission voted 7 IN FAVOR and 0 OPPOSED to recommend approval of the request for a Specific Use Permit for a Medical Clinic use on Lot 1, Block B, Exxon Allen Heights, as presented. The motion carried.

ATTENDANCE:

Commissioners Present:

Dan Metevier, Chair
Michael Smiddy, 1st Vice-Chair
Kenneth Cook, 2nd Vice-Chair
Sandeep Kathuria
Elias Shaikh
Gary Stocker
Jason Wright

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE:	September 12, 2023
AGENDA CAPTION:	Conduct a Public Hearing on the Fiscal Year 2023-2024 Budget as Required by Article IV, Section 4.04 of the Allen City Charter and Adopt an Ordinance Approving the Fiscal Year 2023-2024 Budget, Amending the Fiscal Year 2022-2023 Budget, and Approving the 2024-2028 Capital Improvement Program.
STAFF RESOURCE:	Pete Phillis, Chief Financial Officer Mark Davies, Assistant Chief Financial Officer
PREVIOUS COUNCIL ACTION:	On August 8, 2023, City Council set Tuesday, September 12, 2023, as the Public Hearing Date Regarding the City Budget.
STRATEGIC PLANNING GOAL:	Financially Sound and Transparent City Government.

BACKGROUND

The budget process for the City of Allen begins in January and culminates in the action by the City Council to adopt the budget and set the tax rate. This process includes the City Council Strategic Planning Session held in February and the City Council Budget Workshop that was held August 22, 24-25, among other scheduled meetings.

The City Charter requires that the City Council set and conduct a Public Hearing on the Budget. September 12, 2023 is the date City Council set for the public hearing on the budget. As stated in the City Charter, a Notice of Public Hearing on the Budget must be published 5-15 days prior to the hearing. The notice of the public hearing was published on September 3, 2023; in the Allen American newspaper. Before the tax rate is adopted, an Ordinance approving the budget and setting the appropriations must be adopted. The Ordinance approving the budget sets the appropriations for Fiscal Year 2023-2024, amends the existing Fiscal Year 2022-2023 budget, and approves the 2024-2028 Capital Improvement Program (CIP), and authorizes the City Manager to make adjustments as specified in the Ordinance.

Local Government Code Chapter 102.007 (c) requires an additional motion. Beginning September 1, 2007, adoption of a budget that requires raising more revenue from property taxes than in the previous year also requires a separate vote of the government body to ratify the property tax increase reflected in the budget. This separate vote is in addition to the vote to adopt the budget and the vote to set the tax rate.

BUDGETARY IMPACT

The FY2023-2024 Proposed Expenditure Budget totals \$299,469,407 for all funds. The FY2023-2024 Proposed Revenue Estimate plus beginning Fund Balance totals \$516,622,472 for all funds. Please refer to the attached Combined Budget Summary for further details.

Following the public hearing, a record vote will set the Fiscal Year 2023-2024 budget and amends the existing Fiscal year 2022-2023 budget.

STAFF RECOMMENDATION

Staff recommends that the Allen City Council conduct a public hearing and adopt an Ordinance approving the Fiscal Year 2023-2024 budget, amending the Fiscal Year 2022-2023 budget, accepting the 2024-2028 Capital Improvement Program, and authorizing the City Manager to make adjustments as specified. The 2024-2028 Capital Improvement Program was previously distributed at the August 8, 2023, regular City Council meeting.

MOTION

The City Council will need to make 2 separate motions and take 2 separate votes:

Motion for first vote:

I make a motion to adopt Ordinance No. _____ approving the Fiscal Year 2023-2024 budget, amending the Fiscal Year 2022-2023 budget, and approving the 2024-2028 Capital Improvement Program.

AND, Motion for second vote:

I make a motion to ratify the increase in property tax revenues reflected in the Fiscal Year 2023-2024 budget.

ATTACHMENT(S)

[Ordinance](#)
[2024-2028 Capital Improvement Program](#)
[2023-2024 Combined Budget Summary](#)
[URL Links to Proposed Budget and CIP](#)

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING AND ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS OF THE CITY; APPROPRIATING THE VARIOUS AMOUNTS REQUIRED FOR SUCH BUDGET; PROVIDING FOR RECORDING OF THE ORDINANCE; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Allen, Collin County, Texas, has submitted to the City Council a proposed budget of the revenues and expenditures of conducting the affairs of the City and providing a complete financial plan for 2023-2024; and

WHEREAS, the City Council has received the City Manager’s proposed budget and a copy of the proposed budget and all supporting schedules have been filed with the City Secretary of the City of Allen, Collin County, Texas; and

WHEREAS, the City Council has conducted the necessary public hearings as required by law.

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

SECTION 1. The proposed budget of the revenue and expenditures necessary for conducting the affairs of the City of Allen, Collin County, Texas, said budget being in the amount of \$299,469,407.00, providing a complete financial plan for the ensuing fiscal year beginning October 1, 2023, and ending September 30, 2024, as submitted to the City Council by the City Manager, be, and the same is hereby, in all things adopted and approved as the budget of the City of Allen, Collin County, Texas, for the fiscal year beginning October 1, 2023 and ending September 30, 2024.

SECTION 2. The sum of \$299,469.407.00 is hereby appropriated for the payment of the expenditures established in the approved budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024, a copy of which has been filed with the City Secretary and is made a part hereof for all purposes.

SECTION 3. The expenditures during the fiscal year beginning October 1, 2023, and ending September 30, 2024, shall be made in accordance with the budget approved by this Ordinance unless otherwise authorized by a duly enacted ordinance of the City of Allen, Texas.

SECTION 4. All budget amendments and transfers of appropriations budgeted from one account or activity to another within any individual activity for the fiscal year 2022-2023 are hereby ratified, and the budget ordinance for fiscal year 2022-2023, heretofore enacted by the City Council, be and the same is hereby, amended to the extent of such transfers and amendments for all purposes.

SECTION 5. Specific authority is given to the City Manager to make the following adjustments:

1. Transfer of appropriations budgeted from one account classification to another account classification within the same department.
2. Transfer of appropriations from designated appropriation from one department or activity to another department or activity within the same fund.
3. Transfers from the General Fund and all other Funds of unexpended appropriations and excess revenues for the fiscal year 2022-2023 are hereby ratified.

SECTION 6. The City Council hereby approves the Capital Improvement Program for 2024-2028, as a plan describing and scheduling capital improvement projects for the City of Allen and authorizes the City Manager to use the funding sources reflected in the plan.

SECTION 7. All notices and public hearings required by law have been duly completed. The City Secretary is directed to provide a certified copy of the budget to the County Clerk of Collin County for recording after final passage hereof.

SECTION 8. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinance, as amended hereby, which shall remain in full force and effect.

SECTION 9. All ordinances of the City of Allen, Collin County, Texas, in conflict with the provisions of this Ordinance, be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 10. This Ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 12TH DAY OF SEPTEMBER 2023.

APPROVED:

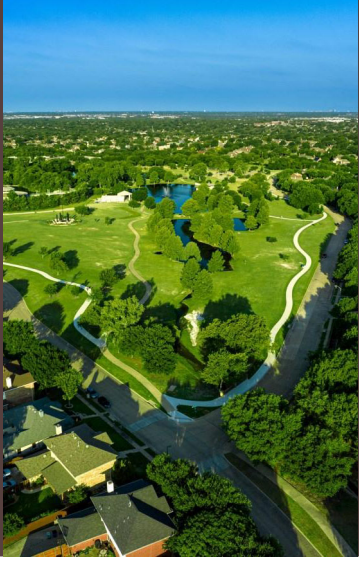
Baine L. Brooks, MAYOR

APPROVED AS TO FORM:

ATTEST:

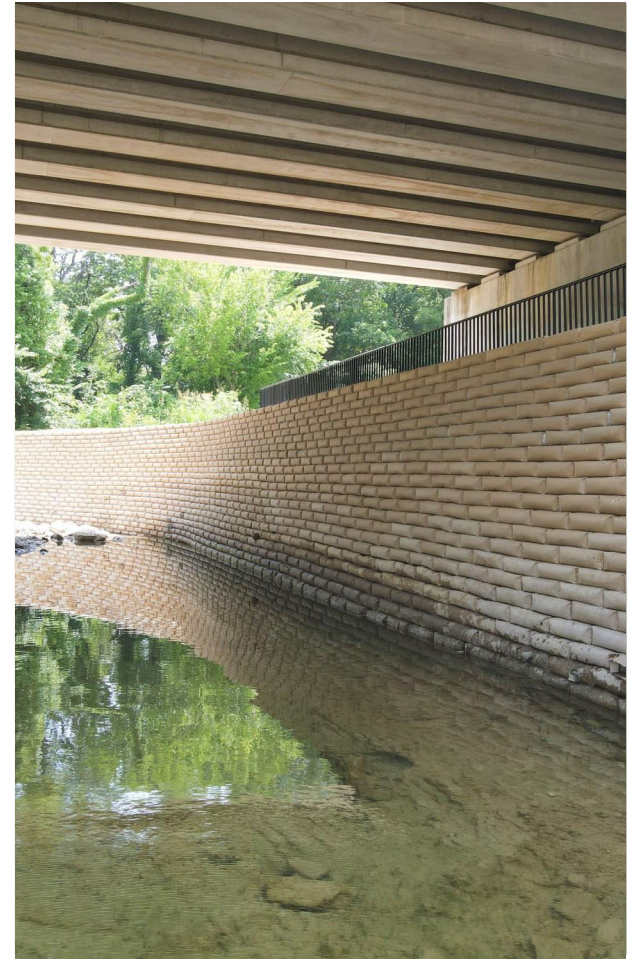
Peter G. Smith, CITY ATTORNEY
(PGS:9-5-23)

Shelley B. George, TRMC, CITY SECRETARY



CITY OF ALLEN, TEXAS

*Capital
Improvement
Program*
2024 - 2028





2024-2028 CAPITAL IMPROVEMENT PROGRAM

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June 23, 2023

Honorable Mayor and Members of the Allen City Council:

The five-year Capital Improvement Program (CIP) represents the Capital Budget for 2024 prepared in accordance with Section 102.003 of the Texas Local Government Code and a financial plan for infrastructure and other improvements through 2028 as required by Sections 4.02(5) and (6) of the Allen City Charter. These improvements are intended to further the vision and objectives of the City Council and the community. Projects proposed in years after 2023 indicate suggested sources of funding and expenditure levels based on the needs of the City and consistent with prudent fiscal management. This CIP includes a commitment to maintain and improve existing assets, as well as to move forward with new facilities.

We are pleased to have completed the following during the 2023 fiscal year: Allen Drive Gateway Phase 1, 2022 Street and Alley Rehabilitation Project (Various Locations), 3 New Traffic signals, Hillside Water and Sewer Replacement Phase 2, Sloan Creek 24" Waterline, Custer Tank #2 and Rowlett Tower Repaint, Creek Bank Stabilization on Watters and Cottonwood Creek, Rolling Hills Park Expansion and Bethany Lakes Loop Trail to name a few.

The 2024 Capital Improvement Program provides for the expenditure of funds for projects authorized in the May 7, 2016, bond election and projects identified by staff and the Council, funded with transfers from operating funds or through the use of specific purpose fees (park fees or impact fees). This is a "living document," designed to augment information available to the public and does not diminish the need for continued citizen involvement and refinement of the program.

The 2024-2028 Capital Improvement Program was prepared by the Engineering Department in conjunction with those departments whose projects are included. We appreciate the efforts of the City staff who worked to complete this document.

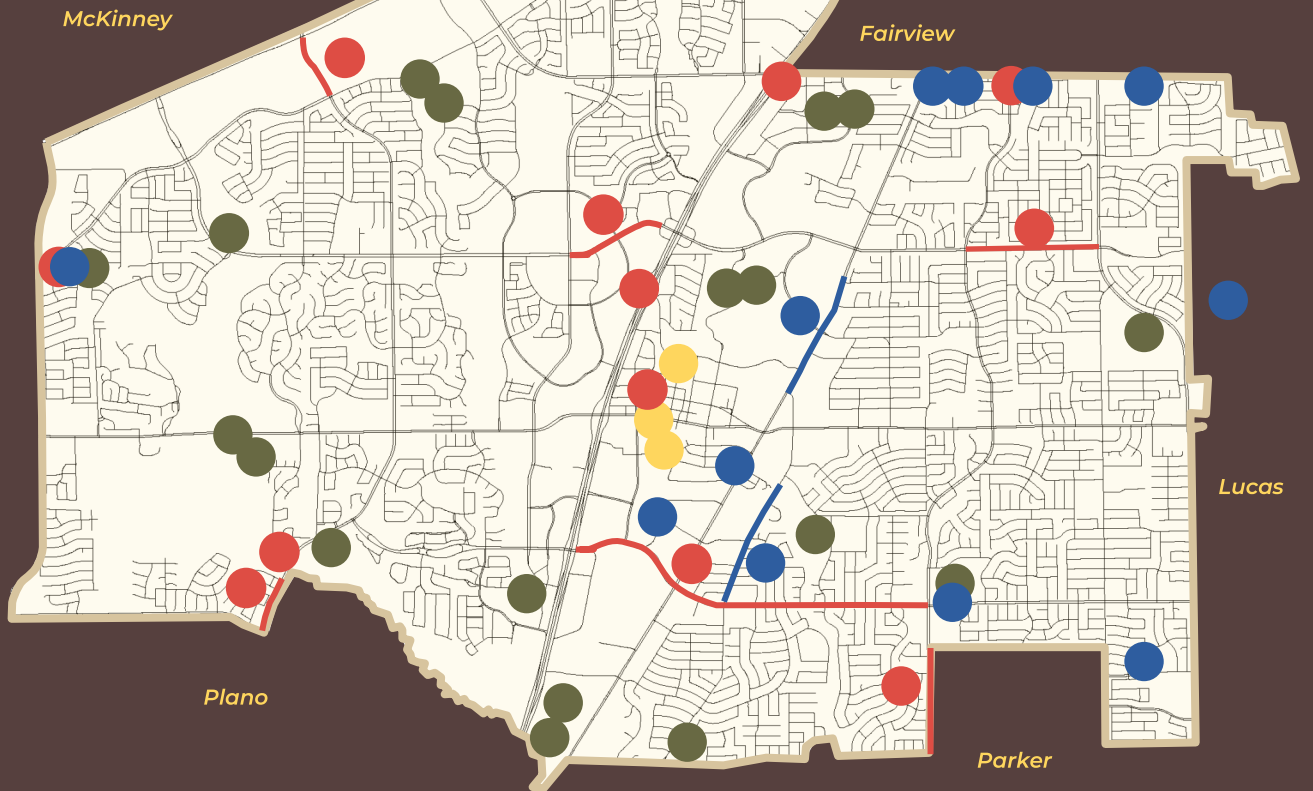
The support of the City Council in implementing the CIP has been steadfast and positive. We look forward to the continued support of the Council to make these projects a reality.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Ellwanger", written over a white background.

Eric Ellwanger
City Manager

City of Allen, Texas
Capital Improvements
FY 2024-2028



Public Works

Government

Parks

Utilities

PROJECT REFERENCE

Government

	PUBLIC ART	G-01
LB1901	ALLEN PUBLIC LIBRARY EXPANSION	G-02
PF2301	FACILITY ROOF REPLACEMENT / REPAIR FY24	G-03
P02109	FACILITY BACKUP GENERATOR	G-04
	FACILITY UPGRADES	G-05
PF2002	CITY HALL ACTV / COUNCIL REMODEL	G-06
PS1901	FIRE STATION #6 AND EQUIPMENT	G-07
PS2201	NEW POLICE HQ	G-08

PROJECT REFERENCE

Parks

PR1904	SPIRIT PARK, PHASE 2	P-01
PR2008	DOG PARK	P-02
PR2301	FORD PARK REDEVELOPMENT	P-03
	SPIRIT PARK TURF REPLACEMENT	P-04
	COTTONWOOD BEND PARK REDEVELOPMENT	P-05
	CUSTER MEADOWS PARK	P-06
	PARK / PLAYGROUND SHADE PROGRAM	P-07
	PLAYGROUND REPLACEMENTS	P-08
	SUNCREEK PARK REDEVELOPMENT	P-09
PR0805	MOLSEN FARM	P-10
PR1907	STEPHEN G. TERRELL RECREATION CENTER	P-11
PR2205	ENVIRONMENTAL EDUCATION CENTER	P-12
	EVENT CENTER RETRACTABLE SEATING - BOWL	P-13
	TEVC RINK RENOVATIONS	P-14
PR2009	ALLEN STATION PARK IMPROVEMENTS (PLAYGROUND AREA)	P-15
	ALLEN STATION SOFTBALL INFIELD REPLACEMENT	P-16
	CELEBRATION PARK - KIDMANIA PLAYGROUND REPLACEMENT	P-17
PR2107	ROWLETT TRAIL C-1, C-2	P-18
PR1806	ROWLETT TRAIL C-4, C-5	P-19
	EUGENE MCDERMOTT PARK TRAILHEAD	P-20
	TRAIL CONSTRUCTION	P-21
PR1801	TRAIL MARKER PROGRAM	P-22
PR2016	TWIN CREEKS GC TRAIL IMPROVEMENTS	P-23
	WATTERS BRANCH TRAIL CONSTRUCTION (SEG F-2*)	P-24

PROJECT REFERENCE

Public Works

ST2203	BRIDGE MAINTENANCE	PW-01
	CREEK BANK STABILIZATION	PW-02
ST2202	CONCRETE STREET REPLACEMENT (VARIOUS LOCATIONS)	PW-03
ST2202	ASPHALT STREET REPAIR	PW-04
ST1709	CENTRAL BUSINESS DISTRICT (CBD) STREET RECONSTRUCTION	PW-05
ST2303	MEDIAN LANDSCAPE IMPROVEMENT	PW-06
ST1903	ALLEN DRIVE LANDSCAPE & MEDIAN ISLANDS	PW-07
ST2000	RIDGEVIEW DRIVE (CHELSEA TO US 75)	PW-08
	ALLEN HEIGHTS DRIVE (BOLIN SCHOOL RD TO CHAPARRAL)	PW-09
	CHELSEA BLVD (ALLEN COMMERCE TO SH 121)	PW-10
	EXCHANGE PARKWAY (ALLEN HEIGHTS TO ANGEL PKWY)	PW-11
ST2201	STACY @ ANGEL AND STACY @ US75 INTERSECTION IMPROVEMENTS	PW-12
ST2206	HIGHWAY SYSTEMS IMPROVEMENT PROGRAM (HSIP)	PW-13
	LED LIGHTING RETROFIT	PW-14

PROJECT REFERENCE

Utilities

WA2106	CABELA'S MANHOLE REPLACEMENT	U-01
WA9902	LIFT STATION IMPROVEMENTS (ONGOING)	U-02
WA1904	SLOAN CREEK TRUNK LINE AND LIFT STATION	U-03
	WATTERS BRANCH MANHOLE DROPS	U-04
	AERIAL CROSSINGS	U-05
	LOST CREEK LIFT STATION	U-06
	MANHOLE MAINTENANCE (ONGOING)	U-07
	MAXWELL CREEK LIFT STATION	U-08
	STACY RIDGE LIFT STATION	U-09
WA1906	PUMP STATION #1 (STACY ROAD) RENOVATION	U-10
WA9901	PUMP STATION MINOR RENOVATION (ONGOING)	U-11
	SCADA UPGRADE	U-12
WA2002	AMI / AMR	U-13
WA2105	WATER TANK AND TOWER REPAINT	U-14
	CUSTER FLOW METER	U-15
	GREENVILLE SS AND ROCKRIDGE WATER	U-16
	HERITAGE / ALLEN HEIGHTS SS MAIN REPLACEMENT	U-17
	JUPITER SANITARY SEWER MAIN	U-18
	TIMBERCREEK AND ALLENWOOD WATERMAIN REPLACEMENT	U-19

PURPOSE

The five-year Capital Improvement Program (CIP) is prepared in accordance with Section 102.003 of the TEXAS LOCAL GOVERNMENT CODE which requires that “the budget must contain ... the funds received from all sources during the preceding year”, “... the funds available from all sources during the ensuing year,” and that “budget must show as definitely as possible each of the projects for which expenditures are set up... and the estimated amount of money carried in the budget for each project,” as well as Section 4.02(5) and (6) of the Allen City Charter which requires that the budget document shall contain ... any capital expenditures necessary for undertaking during the next budget year and recommended provision for financing,” and a “list of capital projects which should be undertaken in the next five (5) succeeding years.”

The purpose of the CIP is to provide a readable and coherent plan for the physical development of the city's infrastructure as well as a financial planning tool.

Included in the CIP are projects also identified in the ten-year *Capital Improvement Plan* adopted pursuant to Chapter 395 of the TEXAS LOCAL GOVERNMENT CODE which governs projects for which impact fees may be assessed. CIP projects are those “brick & mortar” projects that will be included in the City's fixed asset inventory once complete. They generally do not include rolling stock, planning studies or other studies that may be necessary to evaluate project scope or other requirements. Projects expected to be substantially complete by the end of the fiscal year are not included in the CIP. Projects proposed in future years may require additional funding authorizations as well as a General Obligation Bond election.

The CIP should be reviewed and updated annually as an integral part of the budget process. It is also recommended that the CIP be reviewed by the Planning & Zoning Commission prior to Council action.

ORGANIZATION

Total costs and revenues are summarized for all projects. Summaries are also provided for each source of funds. Project Details show budgets, prior appropriation and expenditures, estimated operation and maintenance costs, as well as all sources of funding. Projects have been grouped as follows: Government, Parks, Public Works, and Utilities.

Project Details include a description of the project, project phasing if applicable, and pertinent information concerning specific financing proposals, including projects with multiple financing sources.

Project priority has been categorized as follows: Desirable, Essential, Leveraged, Mandated, Maintenance, and Obligated.

PRIORITY CLASSIFICATION

Desirable: These projects include those that are considered desirable while not essential to the health, safety and welfare of the community. Deferring all or portions of these projects to later years may be considered in the interest of prudent fiscal management.

Essential: These projects include those essential to meet or maintain health, safety and welfare or to provide adequate levels of service or to meet projected demand for service.

Leveraged: The use of a smaller investment of City funds to generate a larger return to the community through participation in collaborative financing arrangements with state, federal or other financing entities. Cooperative agreements with TxDOT and Collin County for roadway financing are considered leveraged.

Mandated: Includes improvements required by state and federal law. Failure to effect compliance may result in penalties or civil liability, or both.

Maintenance: Maintenance projects are required to protect the city's investment in existing assets. These projects may be funded through debt obligations, operating revenues, property taxes or other sources. Ordinary repair and maintenance of equipment is included in the Capital Equipment Replacement Fund, unless the cost exceeds \$50 K, the life of an improvement will be extended by ten or more years, and the facility/equipment to be replaced is considered a fixture.

Obligated: These projects represent an established legal commitment by the City and include existing contractual commitments and projects for which the voters have authorized general obligation bonds.

CATEGORIES

Miscellaneous: Projects that are general in nature and do not fit into a specific category

Government: Projects of citywide importance not included in other categories.

Parks: Park projects including facilities, greenbelts and trails, Community Parks, and Neighborhood Parks.

Public Works: Projects including street improvements, drainage improvements, and traffic.

Utilities: Includes water and wastewater projects.

APPROPRIATION EXPENDITURES

Acquisition: Generally includes legal fees, title costs, appraisal and survey fees, and purchase price.

Architectural and Engineering: Design and engineering fees.

Construction: Actual cost of construction of facility.

Equipment: Equipment to be included as part of a project.

Other: Includes contingency and miscellaneous costs.

SOURCE OF FUNDS

General Obligation Bonds: debt instruments authorized by a vote of the electorate to finance improvements. The bonds are subject to covenants and the issuance of bonds is based on the full faith and credit of the city. General Obligation (G.O.) bonds are ordinarily issued for governmental projects such as streets, drainage, parks and public facilities.

Revenue Bonds: debt instruments, the repayment of which depends on the stream of revenues generated by municipal enterprise, such as the water and wastewater system. These bonds are subject to covenants and debt coverage requirements.

Intergovernmental: funds supplied through other governmental agencies such as TxDOT, Collin County, or the federal government. These funds include loans, reimbursable grants, or programs requiring matching local funds.

Type A/B Taxes: funding authorized by the Community Development Corporation or the Allen Economic Development Corporation pursuant to the Development Corporation Act of 1979.

Interest Earnings: the interest on bond proceeds may be utilized to amortize debt or to finance authorized projects approved by the City Council. Arbitrage regulations limit the amount of time which the City may invest bond proceeds in interest bearing accounts.

General Fund Revenues: revenues generated through ad valorem taxes, sales taxes or fees.

Operational Revenues: revenues generated by the enterprise operations of the City, primarily water and wastewater revenues.

Fees: revenues generated through impact fees or other development charges. The adoption of impact fees is subject to the requirements of Chapter 395 of the TEXAS LOCAL GOVERNMENT CODE. Park Fees, while specifically excluded from the definition of impact fees, are included as a revenue source.

Developer Contributions: infrastructure contributions made by development interests pursuant to adopted facilities agreements.

Other: revenues from other sources, including private contributions and special assessments.

PRIORITIES

PROJECT PRIORITIES

Government

Arts

Page	Project Name	Priority	Funding
G-01	PUBLIC ART	Obligated	\$1,215
Subtotal Arts			\$1,215

Park Facilities

Page	Project Name	Priority	Funding
G-02	ALLEN PUBLIC LIBRARY EXPANSION	Obligated	\$6,489
Subtotal Park Facilities			\$6,489

Public Facilities

Page	Project Name	Priority	Funding
G-06	CITY HALL ACTV / COUNCIL REMODEL	Leveraged	\$350
G-04	FACILITY BACKUP GENERATOR	Essential	\$793
G-05	FACILITY UPGRADES	Essential	\$1,200
G-03	FACILITY ROOF REPLACEMENT / REPAIR FY24	Maintenance	\$2,300
Subtotal Public Facilities			\$4,643

Public Safety

Page	Project Name	Priority	Funding
G-07	FIRE STATION #6 AND EQUIPMENT	Obligated	\$3,175
G-08	NEW POLICE HQ	Desirable	\$0
Subtotal Public Safety			\$3,175

Total Government **\$15,522**

Amounts in Thousands

Community Park

Page	Project Name	Priority	Funding
P-01	SPIRIT PARK, PHASE 2	Obligated	\$8,378
P-02	DOG PARK	Desirable	\$1,373
P-03	FORD PARK REDEVELOPMENT	Desirable	\$1,500
P-04	SPIRIT PARK TURF REPLACEMENT	Desirable	\$4,211
Subtotal Community Park			\$15,462

Neighborhood Park

Page	Project Name	Priority	Funding
P-05	COTTONWOOD BEND PARK REDEVELOPMENT	Desirable	\$1,853
P-06	CUSTER MEADOWS PARK	Desirable	\$674
P-07	PARK / PLAYGROUND SHADE PROGRAM	Desirable	\$701
P-08	PLAYGROUND REPLACEMENTS	Desirable	\$4,470
P-09	SUNCREEK PARK REDEVELOPMENT	Desirable	\$3,321
Subtotal Neighborhood Park			\$11,019

Park Facilities

Page	Project Name	Priority	Funding
P-10	MOLSEN FARM	Obligated	\$1,921
P-11	STEPHEN G. TERRELL RECREATION CENTER	Obligated	\$2,102
P-12	ENVIRONMENTAL EDUCATION CENTER	Desirable	\$500
P-13	EVENT CENTER RETRACTABLE SEATING - BOWL	Maintenance	\$2,435
P-14	TEVC RINK RENOVATIONS	Maintenance	\$1,043
Subtotal Park Facilities			\$8,001

Regional Park

Page	Project Name	Priority	Funding
P-15	ALLEN STATION PARK IMPROVEMENTS (PLAYGROUND AREA)	Desirable	\$1,799
P-16	ALLEN STATION SOFTBALL INFIELD REPLACEMENT	Desirable	\$500
P-17	CELEBRATION PARK - KIDMANIA PLAYGROUND REPLACEMENT	Maintenance	\$4,584
Subtotal Regional Park			\$6,883

Page	Project Name	Priority	Funding
P-18	ROWLETT TRAIL C-1, C-2	Leveraged	\$3,018
P-19	ROWLETT TRAIL C-4, C-5	Leveraged	\$4,476
P-20	EUGENE MCDERMOTT PARK TRAILHEAD	Desirable	\$3,450
P-21	TRAIL CONSTRUCTION	Desirable	\$53
P-22	TRAIL MARKER PROGRAM	Desirable	\$25
P-23	TWIN CREEKS GC TRAIL IMPROVEMENTS	Desirable	\$0
P-24	WATTERS BRANCH TRAIL CONSTRUCTION (SEG F-2*)	Desirable	\$1,625
Subtotal Trails			\$12,647

Total Parks**\$54,012**

Amounts in Thousands

Drainage

Page	Project Name	Priority	Funding
PW-01	BRIDGE MAINTENANCE	Maintenance	\$2,518
PW-02	CREEK BANK STABILIZATION	Maintenance	\$600
Subtotal Drainage			\$3,118

Street Maintenance

Page	Project Name	Priority	Funding
PW-03	CONCRETE STREET REPLACEMENT (VARIOUS LOCATIONS)	Obligated	\$25,000
PW-04	ASPHALT STREET REPAIR	Maintenance	\$1,500
Subtotal Street Maintenance			\$26,500

Streets

Page	Project Name	Priority	Funding
PW-05	CENTRAL BUSINESS DISTRICT (CBD) STREET RECONSTRUCTION	Obligated	\$762
PW-06	MEDIAN LANDSCAPE IMPROVEMENT	Obligated	\$1,100
PW-07	ALLEN DRIVE LANDSCAPE & MEDIAN ISLANDS	Leveraged	\$840
PW-08	RIDGEVIEW DRIVE (CHELSEA TO US 75)	Leveraged	\$4,600
PW-09	ALLEN HEIGHTS DRIVE (BOLIN SCHOOL RD TO CHAPARRAL)	Desirable	\$2,550
PW-10	CHELSEA BLVD (ALLEN COMMERCE TO SH 121)	Desirable	\$3,050
PW-11	EXCHANGE PARKWAY (ALLEN HEIGHTS TO ANGEL PKWY)	Desirable	\$400
Subtotal Streets			\$13,302

Traffic

Page	Project Name	Priority	Funding
PW-12	STACY @ ANGEL AND STACY @ US75 INTERSECTION IMPROVEMENTS	Obligated	\$944
PW-13	HIGHWAY SYSTEMS IMPROVEMENT PROGRAM (HSIP)	Leveraged	\$0
PW-14	LED LIGHTING RETROFIT	Desirable	\$314
Subtotal Traffic			\$1,258

Total Public Works	\$44,178
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Amounts in Thousands

Page	Project Name	Priority	Funding
U-01	CABELA'S MANHOLE REPLACEMENT	Essential	\$1,300
U-02	LIFT STATION IMPROVEMENTS (ONGOING)	Essential	\$525
U-03	SLOAN CREEK TRUNK LINE AND LIFT STATION	Essential	\$0
U-04	WATTERS BRANCH MANHOLE DROPS	Essential	\$650
U-05	AERIAL CROSSINGS	Maintenance	\$860
U-06	LOST CREEK LIFT STATION	Maintenance	\$1,800
U-07	MANHOLE MAINTENANCE (ONGOING)	Maintenance	\$230
U-08	MAXWELL CREEK LIFT STATION	Maintenance	\$2,100
U-09	STACY RIDGE LIFT STATION	Maintenance	\$2,100
Subtotal Wastewater			\$9,565

Water

Page	Project Name	Priority	Funding
U-10	PUMP STATION #1 (STACY ROAD) RENOVATION	Essential	\$2,000
U-11	PUMP STATION MINOR RENOVATION (ONGOING)	Essential	\$625
U-12	SCADA UPGRADE	Essential	\$1,387
U-13	AMI / AMR	Desirable	\$2,000
U-14	WATER TANK AND TOWER REPAINT	Maintenance	\$740
Subtotal Water			\$6,752

Water & Wastewater

Page	Project Name	Priority	Funding
U-15	CUSTER FLOW METER	Essential	\$359
U-16	GREENVILLE SS AND ROCKRIDGE WATER	Maintenance	\$8,700
U-17	HERITAGE / ALLEN HEIGHTS SS MAIN REPLACEMENT	Maintenance	\$9,400
U-18	JUPITER SANITARY SEWER MAIN	Maintenance	\$4,500
U-19	TIMBERCREEK AND ALLENWOOD WATERMAIN REPLACEMENT	Maintenance	\$6,000
Subtotal Water & Wastewater			\$28,959

Total Utilities			\$45,276
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Amounts in Thousands

FUND SUMMARIES

SOURCE OF FUNDS

General Obligation Bond Revenues

Amounts in Thousands

Public Works

Street Maintenance

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
CONCRETE STREET REPLACEMENT (VARIOUS LOCATIONS)	\$2,650 <input type="checkbox"/>	\$2,650 <input type="checkbox"/>	\$2,650 <input type="checkbox"/>	\$2,650 <input type="checkbox"/>	\$2,650 <input type="checkbox"/>
Subtotal Street Maintenance	\$2,650	\$2,650	\$2,650	\$2,650	\$2,650

Streets

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
ALLEN DRIVE LANDSCAPE & MEDIAN ISLANDS	\$300 <input type="checkbox"/>	\$0 <input type="checkbox"/>	\$0 <input type="checkbox"/>	\$0 <input type="checkbox"/>	\$0 <input type="checkbox"/>
Subtotal Streets	\$300	\$0	\$0	\$0	\$0

Total Public Works	\$2,950	\$2,650	\$2,650	\$2,650	\$2,650
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Total G.O. Bond Revenues	FY 2024 \$2,950	FY 2025 \$2,650	FY 2026 \$2,650	FY 2027 \$2,650	FY 2028 \$2,650
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Authorized

SOURCE OF FUNDS

Revenue Bonds

Amounts in Thousands

Government

Public Facilities

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
CITY HALL ACTV / COUNCIL REMODEL	\$0	\$0	\$0	\$0	\$0
Subtotal Public Facilities	\$0	\$0	\$0	\$0	\$0
Total Government	\$0	\$0	\$0	\$0	\$0

Parks

Park Facilities

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
STEPHEN G. TERRELL RECREATION CENTER	\$0	\$0	\$0	\$0	\$0
Subtotal Park Facilities	\$0	\$0	\$0	\$0	\$0
Total Parks	\$0	\$0	\$0	\$0	\$0

Utilities

Wastewater

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
SLOAN CREEK TRUNK LINE AND LIFT STATION	\$0	\$0	\$0	\$0	\$0
Subtotal Wastewater	\$0	\$0	\$0	\$0	\$0

Water

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
PUMP STATION #1 (STACY ROAD) RENOVATION	\$0	\$0	\$0	\$0	\$0
Subtotal Water	\$0	\$0	\$0	\$0	\$0
Total Utilities	\$0	\$0	\$0	\$0	\$0

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Total Revenue Bonds	\$0	\$0	\$0	\$0	\$0

SOURCE OF FUNDS

Intergovernmental Revenues

Amounts in Thousands

Parks

Trails

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
ROWLETT TRAIL C-1, C-2	\$0	\$2,100	\$0	\$0	\$0
ROWLETT TRAIL C-4, C-5	\$0	\$1,900	\$0	\$0	\$0
Subtotal Trails	\$0	\$4,000	\$0	\$0	\$0
Total Parks	\$0	\$4,000	\$0	\$0	\$0

Public Works

Streets

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
ALLEN HEIGHTS DRIVE (BOLIN SCHOOL RD TO CHAPARRAL)	\$2,250	\$0	\$0	\$0	\$0
Subtotal Streets	\$2,250	\$0	\$0	\$0	\$0

Traffic

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
LED LIGHTING RETROFIT	\$157	\$0	\$0	\$0	\$0
Subtotal Traffic	\$157	\$0	\$0	\$0	\$0
Total Public Works	\$2,407	\$0	\$0	\$0	\$0

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Total Intergovernmental Revenues	\$2,407	\$4,000	\$0	\$0	\$0

SOURCE OF FUNDS

Type A/B Revenues

Amounts in Thousands

Parks

Community Park

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
FORD PARK REDEVELOPMENT	\$1,000	\$0	\$0	\$0	\$0
SPIRIT PARK TURF REPLACEMENT	\$0	\$0	\$0	\$2,200	\$2,011
SPIRIT PARK, PHASE 2	\$0	\$0	\$0	\$0	\$3,694
Subtotal Community Park	\$1,000	\$0	\$0	\$2,200	\$5,705

Neighborhood Park

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
COTTONWOOD BEND PARK REDEVELOPMENT	\$0	\$0	\$0	\$0	\$1,853
CUSTER MEADOWS PARK	\$0	\$0	\$0	\$0	\$674
PARK / PLAYGROUND SHADE PROGRAM	\$100	\$364	\$153	\$0	\$84
PLAYGROUND REPLACEMENTS	\$500	\$364	\$1,222	\$1,284	\$1,100
SUNCREEK PARK REDEVELOPMENT	\$0	\$0	\$0	\$1,600	\$1,697
Subtotal Neighborhood Park	\$600	\$728	\$1,375	\$2,884	\$5,408

Park Facilities

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
EVENT CENTER RETRACTABLE SEATING - BOWL	\$0	\$2,435	\$0	\$0	\$0
TEVC RINK RENOVATIONS	\$0	\$0	\$0	\$1,043	\$0
Subtotal Park Facilities	\$0	\$2,435	\$0	\$1,043	\$0

Regional Park

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
ALLEN STATION PARK IMPROVEMENTS (PLAYGROUND AREA)	\$1,000	\$0	\$0	\$0	\$0
ALLEN STATION SOFTBALL INFIELD REPLACEMENT	\$500	\$0	\$0	\$0	\$0
CELEBRATION PARK - KIDMANIA PLAYGROUND REPLACEMENT	\$0	\$2,100	\$2,484	\$0	\$0
Subtotal Regional Park	\$1,500	\$2,100	\$2,484	\$0	\$0

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
EUGENE MCDERMOTT PARK TRAILHEAD	\$0	\$0	\$0	\$1,380	\$2,070
ROWLETT TRAIL C-1, C-2	\$0	\$900	\$0	\$0	\$0
ROWLETT TRAIL C-4, C-5	\$0	\$765	\$0	\$0	\$0
WATTERS BRANCH TRAIL CONSTRUCTION (SEG F-2*)	\$1,200	\$425	\$0	\$0	\$0
Subtotal Trails	\$1,200	\$2,090	\$0	\$1,380	\$2,070
Total Parks	\$4,300	\$7,353	\$3,859	\$7,507	\$13,183

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Total 4a/4b Revenues	\$4,300	\$7,353	\$3,859	\$7,507	\$13,183

Source of Funds

General Fund Revenues

Amounts in Thousands

Government

Public Facilities

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
FACILITY BACKUP GENERATOR	\$180	\$0	\$0	\$0	\$0
FACILITY UPGRADES	\$600	\$600	\$0	\$0	\$0
Subtotal Public Facilities	\$780	\$600	\$0	\$0	\$0
Subtotal Government	\$780	\$600	\$0	\$0	\$0

Public Works

Street Maintenance

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
ASPHALT STREET REPAIR	\$300	\$300	\$300	\$300	\$300
CONCRETE STREET REPLACEMENT (VARIOUS LOCATIONS)	\$2,050	\$2,050	\$2,050	\$2,050	\$2,050
Subtotal Street Maintenance	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350
Subtotal Public Works	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Total General Fund Revenues	\$3,130	\$2,950	\$2,350	\$2,350	\$2,350

SOURCE OF FUNDS

Operational Revenues

Amounts in Thousands

Public Works

Drainage

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
CREEK BANK STABILIZATION	\$0	\$0	\$0	\$0	\$0
Subtotal Drainage	\$0	\$0	\$0	\$0	\$0

Street Maintenance

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
CONCRETE STREET REPLACEMENT (VARIOUS LOCATIONS)	\$300	\$300	\$300	\$300	\$300
Subtotal Street Maintenance	\$300	\$300	\$300	\$300	\$300
Total Public Works	\$300	\$300	\$300	\$300	\$300

Wastewater

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
AERIAL CROSSINGS	\$0	\$0	\$60	\$800	\$0
CABELA'S MANHOLE REPLACEMENT	\$0	\$0	\$0	\$0	\$0
LIFT STATION IMPROVEMENTS (ONGOING)	\$150	\$150	\$75	\$75	\$75
LOST CREEK LIFT STATION	\$1,800	\$0	\$0	\$0	\$0
MANHOLE MAINTENANCE (ONGOING)	\$45	\$45	\$45	\$45	\$50
MAXWELL CREEK LIFT STATION	\$268	\$0	\$0	\$0	\$0
SLOAN CREEK TRUNK LINE AND LIFT STATION	\$0	\$0	\$0	\$0	\$0
STACY RIDGE LIFT STATION	\$0	\$2,100	\$0	\$0	\$0
WATTERS BRANCH MANHOLE DROPS	\$0	\$0	\$0	\$0	\$0
Subtotal Wastewater	\$2,263	\$2,295	\$180	\$920	\$125

Water

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
AMI / AMR	\$0	\$0	\$0	\$0	\$0
PUMP STATION #1 (STACY ROAD) RENOVATION	\$0	\$0	\$0	\$0	\$0
PUMP STATION MINOR RENOVATION (ONGOING)	\$125	\$125	\$125	\$125	\$125
SCADA UPGRADE	\$0	\$0	\$1,387	\$0	\$0
WATER TANK AND TOWER REPAINT	\$0	\$740	\$0	\$0	\$0
Subtotal Water	\$125	\$865	\$1,512	\$125	\$125

Water & Wastewater

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
CUSTER FLOW METER	\$0	\$359	\$0	\$0	\$0
GREENVILLE SS AND ROCKRIDGE WATER	\$0	\$0	\$700	\$4,000	\$4,000
HERITAGE / ALLEN HEIGHTS SS MAIN REPLACEMENT	\$0	\$8,600	\$800	\$0	\$0
JUPITER SANITARY SEWER MAIN	\$0	\$300	\$0	\$4,200	\$0
TIMBERCREEK AND ALLENWOOD WATERMAIN REPLACEMENT	\$4,250	\$1,750	\$0	\$0	\$0
Subtotal Water & Wastewater	\$4,250	\$11,009	\$1,500	\$8,200	\$4,000
Total Utilities	\$6,638	\$14,169	\$3,192	\$9,245	\$4,250

Total Operational Revenues	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
	\$6,938	\$14,469	\$3,492	\$9,545	\$4,550

SOURCE OF FUNDS

Fees

Amounts in Thousands

Public Works

Streets

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
CHELSEA BLVD (ALLEN COMMERCE TO SH 121)	\$1,231	\$0	\$0	\$0	\$0
EXCHANGE PARKWAY (ALLEN HEIGHTS TO ANGEL PKWY)	\$0	\$400	\$0	\$0	\$0
Subtotal Streets	\$1,231	\$400	\$0	\$0	\$0

Traffic

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
LED LIGHTING RETROFIT	\$157	\$0	\$0	\$0	\$0
STACY @ ANGEL AND STACY @ US75 INTERSECTION IMPROVEMENTS	\$564	\$0	\$0	\$0	\$0
Subtotal Traffic	\$721	\$0	\$0	\$0	\$0

Total Public Works

\$1,952 \$400 \$0 \$0 \$0

Total Fees

FY 2024 FY 2025 FY 2026 FY 2027 FY 2028
\$1,952 \$400 \$0 \$0 \$0

EXPENDITURES

EXPENDITURE

EXPENDITURES

Amounts in Thousands

Government

Arts

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
PUBLIC ART	\$315	\$300	\$300	\$300	\$0
Subtotal Arts	\$315	\$300	\$300	\$300	\$0

Park Facilities

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
ALLEN PUBLIC LIBRARY EXPANSION	\$6,489	\$0	\$0	\$0	\$0
Subtotal Park Facilities	\$6,489	\$0	\$0	\$0	\$0

Public Facilities

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
FACILITY UPGRADES	\$600	\$600	\$0	\$0	\$0
FACILITY BACKUP GENERATOR	\$297	\$496	\$0	\$0	\$0
CITY HALL ACTV / COUNCIL REMODEL	\$350	\$0	\$0	\$0	\$0
FACILITY ROOF REPLACEMENT / REPAIR FY24	\$0	\$2,300	\$0	\$0	\$0
Subtotal Public Facilities	\$1,247	\$3,396	\$0	\$0	\$0

Public Safety

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
FIRE STATION #6 AND EQUIPMENT	\$3,175	\$0	\$0	\$0	\$0
NEW POLICE HQ	\$0	\$0	\$0	\$0	\$0
Subtotal Public Safety	\$3,175	\$0	\$0	\$0	\$0

Subtotal Government	\$11,226	\$3,696	\$300	\$300	\$0
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Community Park

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
SPIRIT PARK, PHASE 2	\$780	\$1,750	\$1,750	\$0	\$4,098
DOG PARK	\$1,373	\$0	\$0	\$0	\$0
SPIRIT PARK TURF REPLACEMENT	\$0	\$0	\$0	\$2,000	\$2,211
FORD PARK REDEVELOPMENT	\$1,000	\$500	\$0	\$0	\$0
Subtotal Community Park	\$3,153	\$2,250	\$1,750	\$2,000	\$6,309

Neighborhood Park

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
PLAYGROUND REPLACEMENTS	\$500	\$364	\$1,222	\$1,284	\$1,100
PARK / PLAYGROUND SHADE PROGRAM	\$100	\$364	\$153	\$0	\$84
SUNCREEK PARK REDEVELOPMENT	\$0	\$0	\$0	\$1,354	\$1,967
COTTONWOOD BEND PARK REDEVELOPMENT	\$0	\$0	\$0	\$0	\$1,853
CUSTER MEADOWS PARK	\$0	\$0	\$0	\$0	\$674
Subtotal Neighborhood Par	\$600	\$728	\$1,375	\$2,638	\$5,678

Park Facilities

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
MOLSEN FARM	\$1,100	\$0	\$0	\$0	\$821
STEPHEN G. TERRELL RECREATION CENTER	\$2,102	\$0	\$0	\$0	\$0
EVENT CENTER RETRACTABLE SEATING - BOWL	\$0	\$2,435	\$0	\$0	\$0
TEVC RINK RENOVATIONS	\$0	\$0	\$0	\$1,043	\$0
ENVIRONMENTAL EDUCATION CENTER	\$0	\$0	\$0	\$0	\$500
Subtotal Park Facilities	\$3,202	\$2,435	\$0	\$1,043	\$1,321

Regional Park

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
ALLEN STATION PARK IMPROVEMENTS (PLAYGROUND AREA)	\$1,799	\$0	\$0	\$0	\$0
ALLEN STATION SOFTBALL INFIELD REPLACEMENT	\$500	\$0	\$0	\$0	\$0
CELEBRATION PARK - KIDMANIA PLAYGROUND REPLACEMENT	\$0	\$1,964	\$2,620	\$0	\$0
Subtotal Regional Park	\$2,299	\$1,964	\$2,620	\$0	\$0

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
TRAIL CONSTRUCTION	\$53	\$0	\$0	\$0	\$0
ROWLETT TRAIL C-1, C-2	\$0	\$1,500	\$1,518	\$0	\$0
ROWLETT TRAIL C-4, C-5	\$0	\$2,300	\$2,176	\$0	\$0
EUGENE MCDERMOTT PARK TRAILHEAD	\$0	\$0	\$0	\$1,000	\$2,450
TRAIL MARKER PROGRAM	\$0	\$12	\$13	\$0	\$0
TWIN CREEKS GC TRAIL IMPROVEMENTS	\$0	\$0	\$0	\$0	\$0
WATTERS BRANCH TRAIL CONSTRUCTION (SEC F-2*)	\$930	\$695	\$0	\$0	\$0
Subtotal Trails	\$983	\$4,507	\$3,707	\$1,000	\$2,450
Subtotal Parks	\$10,237	\$11,884	\$9,452	\$6,681	\$15,758

Drainage

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
BRIDGE MAINTENANCE	\$1,368	\$1,150	\$0	\$0	\$0
CREEK BANK STABILIZATION	\$600	\$0	\$0	\$0	\$0
Subtotal Drainage	\$1,968	\$1,150	\$0	\$0	\$0

Street Maintenance

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
CONCRETE STREET REPLACEMENT (VARIOUS LOCATIONS)	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
ASPHALT STREET REPAIR	\$300	\$300	\$300	\$300	\$300
Subtotal Street Maintenance	\$5,300	\$5,300	\$5,300	\$5,300	\$5,300

Streets

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
RIDGEVIEW DRIVE (CHELSEA TO US 75)	\$4,600	\$0	\$0	\$0	\$0
CENTRAL BUSINESS DISTRICT (CBD) STREET RECONSTRUCTION	\$0	\$762	\$0	\$0	\$0
MEDIAN LANDSCAPE IMPROVEMENT	\$1,100	\$0	\$0	\$0	\$0
EXCHANGE PARKWAY (ALLEN HEIGHTS TO ANGEL PKWY)	\$0	\$400	\$0	\$0	\$0
ALLEN HEIGHTS DRIVE (BOLIN SCHOOL RD TO CHAPARRAL)	\$510	\$2,040	\$0	\$0	\$0
CHELSEA BLVD (ALLEN COMMERCE TO SH 121)	\$3,050	\$0	\$0	\$0	\$0
ALLEN DRIVE LANDSCAPE & MEDIAN ISLANDS	\$840	\$0	\$0	\$0	\$0
Subtotal Streets	\$10,100	\$3,202	\$0	\$0	\$0

Traffic

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
HIGHWAY SYSTEMS IMPROVEMENT PROGRAM (HSIP)	\$0	\$0	\$0	\$0	\$0
STACY @ ANGEL AND STACY @ US75 INTERSECTION IMPROVEMENTS	\$944	\$0	\$0	\$0	\$0
LED LIGHTING RETROFIT	\$314	\$0	\$0	\$0	\$0
Subtotal Traffic	\$1,258	\$0	\$0	\$0	\$0

Subtotal Public Works	\$18,626	\$9,652	\$5,300	\$5,300	\$5,300
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Wastewater

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
LIFT STATION IMPROVEMENTS (ONGOING)	\$150	\$150	\$75	\$75	\$75
SLOAN CREEK TRUNK LINE AND LIFT STATION	\$0	\$0	\$0	\$0	\$0
AERIAL CROSSINGS	\$0	\$0	\$60	\$800	\$0
WATTERS BRANCH MANHOLE DROPS	\$650	\$0	\$0	\$0	\$0
MANHOLE MAINTENANCE (ONGOING)	\$45	\$45	\$45	\$45	\$50
MAXWELL CREEK LIFT STATION	\$2,100	\$0	\$0	\$0	\$0
LOST CREEK LIFT STATION	\$300	\$1,500	\$0	\$0	\$0
STACY RIDGE LIFT STATION	\$0	\$300	\$1,800	\$0	\$0
CABELA'S MANHOLE REPLACEMENT	\$1,300	\$0	\$0	\$0	\$0
Subtotal Wastewater	\$4,545	\$1,995	\$1,980	\$920	\$125

Water

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
PUMP STATION MINOR RENOVATION (ONGOING)	\$125	\$125	\$125	\$125	\$125
PUMP STATION #1 (STACY ROAD) RENOVATION	\$2,000	\$0	\$0	\$0	\$0
AMI / AMR	\$2,000	\$0	\$0	\$0	\$0
SCADA UPGRADE	\$0	\$0	\$600	\$787	\$0
WATER TANK AND TOWER REPAINT	\$0	\$740	\$0	\$0	\$0
Subtotal Water	\$4,125	\$865	\$725	\$912	\$125

Water & Wastewater

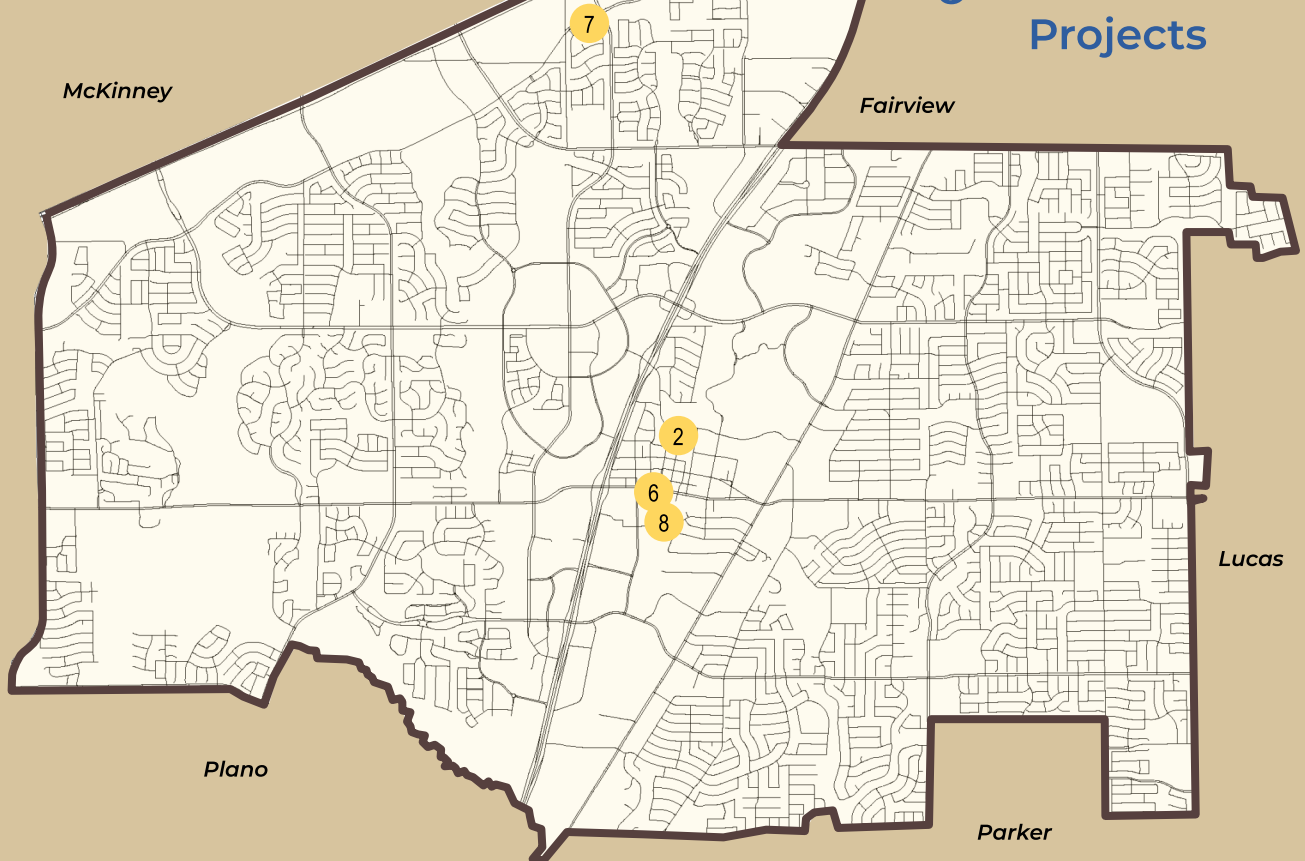
Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
TIMBERCREEK AND ALLENWOOD WATERMAIN REPLACEMENT	\$4,250	\$1,750	\$0	\$0	\$0
JUPITER SANITARY SEWER MAIN	\$0	\$300	\$0	\$4,200	\$0
HERITAGE / ALLEN HEIGHTS SS MAIN REPLACEMENT	\$0	\$4,600	\$4,800	\$0	\$0
CUSTER FLOW METER	\$0	\$359	\$0	\$0	\$0
GREENVILLE SS AND ROCKRIDGE WATER	\$0	\$0	\$700	\$4,000	\$4,000
Subtotal Water & Wastewater	\$4,250	\$7,009	\$5,500	\$8,200	\$4,000

Subtotal Utilities	\$12,920	\$9,869	\$8,205	\$10,032	\$4,250
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Total Expenditures	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
	\$50,254	\$33,951	\$23,257	\$22,313	\$25,308

GOVERNMENT

Government Projects



General Government projects include administrative facilities not included as part of the parks, public works, streets and drainage, or utility projects.

Arts

(1) Public Art

(6) City Hall ACTV/ Council Remodel

Parks Facilities

(2) Allen Public Library Expansion

Public Safety

(7) Fire Station #6 and Equipment

(8) New Police HQ

Public Facilities

(3) Facility Roof Replacement / Repair FY24

(4) Facility Backup Generator

(5) Facility Upgrades

PUBLIC ART

Project Background:

\$ 1.73 M approved in 2016 GO Bond Program for Public Art.
 Residential funding remaining from prior bond election.
 \$17,532.70 from 2015 Bonds in PR1599
 \$367,940 from 2013 Bonds in PR2099
 \$500,000 from 2019 Bonds in PR1900

\$862,060 to be issued FY23

Estimated draw down for future art projects (Allen Drive, SGT Recreation Center, various street roundabouts, Molsen Farm, and others)

Event Center Rotunda Artwork (PR1803) = \$ 300 K
 DRN Artwork (PR2108) - \$ 200 K (Complete)

Storybook Trail at SGTRC in FY23 = \$300,000

\$67,332 in non-bonds held in PR2099 for call for Artists, non-art expenses, etc, reflected in Other revenues.

Project Justification:

Project support for implementation of the 2016 public art master plan.

Priority: Obligated

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	0	0	0	0	0	0
Construction	800	315	300	300	300	0	2,015
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	800	315	300	300	300	0	2,015

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	1,948	0	0	0	0	0	1,948
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	67	0	0	0	0	0	67
TOTAL	2,015	0	0	0	0	0	2,015

Authorized Bonds

ALLEN PUBLIC LIBRARY EXPANSION

Project Background:

Expansion of the existing Library facility.
 Project approved as part of the 2016 Bond Election.
 Phase 2 Expansion includes:
 - 45,000 SF expansion of N and E wing of building and courtyard
 - Additional 194 Parking Spaces
 Funding:
 Bonds \$ 15.32 M FY22/FY23 GO Bonds
 Other \$ 211,973 McDermott Foundation Gift

Project Justification:

Expand the existing facility to meet the growing needs of the city.

Priority: Obligated

Finance #: LB1901

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0
Arch/Eng	1,073	0	0	0	0	1,073
Construction	7,812	6,489	0	0	0	14,301
Equipment	0	0	0	0	0	0
Other	0	0	0	0	0	0
TOTAL	8,885	6,489	0	0	0	15,374

SOURCE OF FUNDS

<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	15,162	0	0	0	0	15,162
Revenue Bonds	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0
Fees	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0
Other	212	0	0	0	0	212
TOTAL	15,374	0	0	0	0	15,374

Authorized Bonds

FACILITY ROOF REPLACEMENT / REPAIR FY24

Project Background:
 Repair and or replace the following roofs:
 The Courses at Watters Creek
 Joe Farmer Rec Center (Domed Roof)
 Dan Rodenbaugh Aquatic Center (Weather proofing)
 Other:
 Funding source not yet identified.

Project Justification:
 Roofs are over 20 years old and moisture penetration is occurring.

Priority: Maintenance

Finance #: PF2301

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	0	100	0	0	0	100
Construction	0	0	2,000	0	0	0	2,000
Equipment	0	0	100	0	0	0	100
Other	0	0	100	0	0	0	100
TOTAL	0	0	2,300	0	0	0	2,300

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	2,300	0	0	0	0	2,300
TOTAL	0	2,300	0	0	0	0	2,300

Authorized Bonds

FACILITY BACKUP GENERATOR

Project Background:

Phase 1: FY23
 Fire Station #4 - Existing Generator is inoperable and is too small to keep facility operational in an emergency power outage.
 Fire Station #3 - Existing Generators are too small to keep facility operational in an emergency power outage.

Installation of Phase 1 will be in FY24 due to generator lead times.

Phase 2: FY24
 City Hall - Existing Generators are too small to keep facility operational in an emergency power outage.

Design will begin in FY24 of Phase 2 is assumed to be in FY25 due to generator lead times.

Generators will be engineered to support future facility needs and will be commercial diesel units.

Project Justification:

Generators are inoperable and/or facility requires additional capacity to fulfill future emergency power outage.

Priority: Essential

Finance #: P02109

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	112	10	0	0	0	122
Construction	15	55	176	0	0	0	246
Equipment	0	120	260	0	0	0	380
Other	0	10	50	0	0	0	60
TOTAL	15	297	496	0	0	0	808

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	312	180	0	0	0	0	492
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	316	0	0	0	0	316
TOTAL	312	496	0	0	0	0	808

Authorized Bonds

FACILITY UPGRADES

Project Background:

FY23 Projects included:
 -FS #3 & #4 (Window Replacement)
 -City Hall (Permitting Cubicle, Workspace Renovation)
 -PD (Locker room remodel, msc access control, security cameras)
 -FS 1 (Landscape and Parking Lot Repairs)
 -MSC Superintendent Office Construction

Future projects to be determined as need arises, such as:
 -Engineering Community Services Cube Redesign

Future year funds are determined annually based on facility and staff needs and are estimated to be around \$ 600K.

Project Justification:

Required maintenance and upgrades to existing facilities

Priority: Essential

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0
Arch/Eng	107	0	0	0	0	107
Construction	1,642	600	600	0	0	2,842
Equipment	160	0	0	0	0	160
Other	30	0	0	0	0	30
TOTAL	1,939	600	600	0	0	3,139

SOURCE OF FUNDS

<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0
Gen. Fund Rev.	1,714	600	600	0	0	2,914
Operational . Rev.	0	0	0	0	0	0
Fees	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0
Other	225	0	0	0	0	225
TOTAL	1,939	600	600	0	0	3,139

Authorized Bonds

CITY HALL ACTV / COUNCIL REMODEL

Project Background:

Convert space in MCPAR into a new studio for ACTV. Renovate existing ACTV studio into production offices.

Funding
 Revenue Bonds \$ 250 K 2019 Tax Notes
 Other \$ 1.4 M Public Education Grant (PEG) Funds

Project Justification:

Current studio is insufficient for city projects and the current waiting room is not adequately sized.

Priority: Leveraged

Finance #: PF2002

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	120	0	0	0	0	0	120
Construction	800	0	0	0	0	0	800
Equipment	380	350	0	0	0	0	730
Other	0	0	0	0	0	0	0
TOTAL	1,300	350	0	0	0	0	1,650

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	250	0	0	0	0	0	250
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	1,300	100	0	0	0	0	1,400
TOTAL	1,550	100	0	0	0	0	1,650

Authorized Bonds

FIRE STATION #6 AND EQUIPMENT

Project Background:

Proposed location at the Southwest corner of Ridgeview and Watters. Project includes design services, construction of new facility, one ladder truck, and associated equipment.

Construction to be completed by FY24.

\$1 M FY19 Bond used for Central Fire Station.

Funding
GO BOND \$ 8.958 M

OTHER:
\$ 17 K CENTRAL FIRE TRANSFER
\$ 2.5 M Non Bond
\$ 3.5 M in ARPA

Project Justification:

Provide the needed fire service along the developing SH121 corridor.

Project approved as part of the 2016 Bond Election.

Priority: Obligated

Finance #: PS1901

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	1,000	125	0	0	0	0	1,125
Construction	10,200	2,000	0	0	0	0	12,200
Equipment	500	1,000	0	0	0	0	1,500
Other	100	50	0	0	0	0	150
TOTAL	11,800	3,175	0	0	0	0	14,975

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	8,958	0	0	0	0	0	8,958
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	6,017	0	0	0	0	0	6,017
TOTAL	14,975	0	0	0	0	0	14,975

Authorized Bonds

NEW POLICE HQ

Project Background:

Phase 1 will be a full Schematic and PS&E design of construction drawings.
 Phase 2 Construction
 Total Project Cost Estimated at \$ 83.5 M as of FY23
 Funding:
 Bond \$ 1.2 M FY23 (\$ 2.1 M remaining from 2016 authorization)
 Other \$ 2.3 M through FY23
 Future funding source yet to be identified.

Project Justification:

The existing facility has reached capacity due to department needs and a new facility is needed.

Priority: Desirable

Finance #: PS2201

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0
Arch/Eng	3,500	0	0	0	0	3,500
Construction	0	0	0	0	0	0
Equipment	0	0	0	0	0	0
Other	0	0	0	0	0	0
TOTAL	3,500	0	0	0	0	3,500

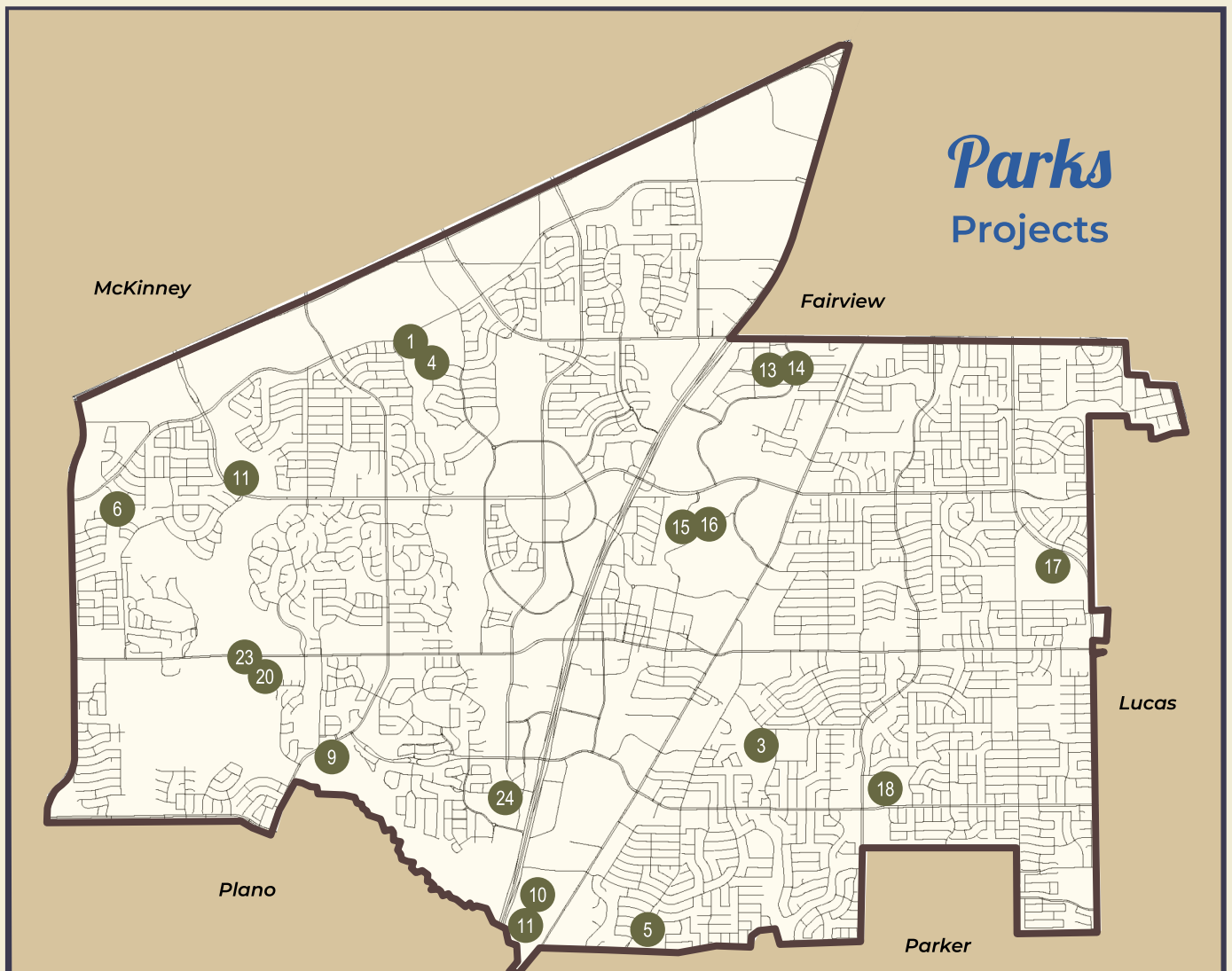
SOURCE OF FUNDS

<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	1,200	0	0	0	0	1,200
Revenue Bonds	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0
Fees	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0
Other	2,300	0	0	0	0	2,300
TOTAL	3,500	0	0	0	0	3,500

Authorized Bonds

PARKS

Parks Projects



Park projects include Community Parks, Neighborhood Parks, Greenbelt development, and the acquisition and development of Community and Neighborhood parks.

Community Parks

- (1) Spirit Park, Phase 2
- (2) Dog Park
- (3) Ford Park Redevelopment
- (4) Spirit Park Turf Replacement

Neighborhood Park

- (5) Cottonwood Bend Park Redevelopment
- (6) Custer Meadows Park
- (7) Park / Playground Shade Program
- (8) Playground Replacements
- (9) Suncreek Park Redevelopment

Park Facilities

- (10) Molsen Farm
- (11) Stephen G. Terrell Recreation Center
- (12) Environmental Education Center

- (13) Event Center Retractable Seating - BOWL
- (14) TEVC Rink Renovations

Regional Park

- (15) Allen Station Park Improvements
- (16) Allen Station Softball Infield Replacement
- (17) Celebration Park-KidMania Playground Replacement

Trails

- (18) Rowlett Trail C-1, C-2
- (19) Rowlett Trail C-4, C-5
- (20) Eugene McDermott Park Trailhead
- (21) Trail Construction
- (22) Trail Marker Program
- (23) Twin Creeks GC Trail Improvements
- (24) Watters Branch Trail Construction F-2

SPIRIT PARK, PHASE 2

Project Background:

Purchased 24.25 acres additional land for park (Bush-Elkins property)
 \$ 677 K Cricket Pitch Field with parking lot to be completed in FY22, includes \$ 361 K in non-bonds (PR1904).
 \$ 500 K FY20 Bond - remaining \$ 72 K in bonds parked in NB7720 for Spirit Park improvements.
 \$ 4.5 M FY23 Bond
 A&E starts in FY24, construction starts with GO Bonds in FY25 with parking and restrooms, etc.
 Total Project Budget is projected at \$ 9,055,218 in FY28

Project Justification:

Improvements to 55 acre park to meet community needs located on Watters Branch. Includes maintenance outpost, additional restrooms, parking, sport fields, park signage, and batting cages.

Priority: Obligated

Finance #: PR1904

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	24	780	0	0	0	0	804
Construction	653	0	1,750	1,750	0	4,098	8,251
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	677	780	1,750	1,750	0	4,098	9,055

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	5,000	0	0	0	0	0	5,000
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	3,694	3,694
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	361	0	0	0	0	0	361
TOTAL	5,361	0	0	0	0	3,694	9,055

Authorized Bonds

DOG PARK

Project Background:

Master Plan completed in FY22
 Awarded contract for design FY22 - \$ 95 K
 Construction began Summer 2023 and complete in FY24
 Funding
 Type A/B Taxes \$250 K FY20 CDC Approved
 Type A/B Taxes \$1.25 M FY22 CDC Requested
 Type A/B Taxes \$ 600 K FY23 CDC Requested

Project Justification:

Citizen requests for a dog park have increased.

Priority: Desirable

Finance #: PR2008

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	109	0	0	0	0	0	109
Construction	618	1,373	0	0	0	0	1,991
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	727	1,373	0	0	0	0	2,100

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	2,100	0	0	0	0	0	2,100
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	2,100	0	0	0	0	0	2,100
Authorized Bonds		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

FORD PARK REDEVELOPMENT

Project Background:

\$500 K approved by CDC in FY23 for design. Another \$500 K to be requested from CDC for design in FY24.

Design and Construction Documents will require Bonds and/or CDC funding.

RFQ complete for professional services contract for design.

Project Justification:

Design overhaul to update aging facilities and meet changing needs of the community

Priority: Desirable

Finance #: PR2301

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	1,000	500	0	0	0	1,500
Construction	0	0	0	0	0	0	0
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	1,000	500	0	0	0	1,500

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	500	1,000	0	0	0	0	1,500
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	500	1,000	0	0	0	0	1,500

Authorized Bonds

SPIRIT PARK TURF REPLACEMENT

Project Background:

Funding to be requested from CDC in FY27 and FY28
 Final project budget projected at \$4,211,729.

Project Justification:

Replacement of turf ballfields, originally installed in 2018, based on 10 year lifespan.

Priority: Desirable

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	0	0	0	0	0	0
Construction	0	0	0	0	2,000	2,211	4,211
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	0	0	0	2,000	2,211	4,211

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	2,200	2,011	4,211
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	0	0	0	2,200	2,011	4,211

Authorized Bonds

COTTONWOOD BEND PARK REDEVELOPMENT

Project Background:

Project will require CDC funding.
 Redevelopment currently scheduled for FY28 - FY29.

Project Justification:

To update aging park with playground replacement and shade

Priority: Desirable

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	0	0	0	0	185	185
Construction	0	0	0	0	0	1,668	1,668
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	1,853	1,853

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	1,853	1,853
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	1,853	1,853

Authorized Bonds

CUSTER MEADOWS PARK

Project Background:

Redevelopment will require CDC funding.
Redevelopment currently scheduled for FY28 - FY29

Project Justification:

To update aging park with playground replacement and shade.

Priority: Desirable

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	0	0	0	0	67	67
Construction	0	0	0	0	0	607	607
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	674	674

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	674	674
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	674	674

Authorized Bonds

PARK / PLAYGROUND SHADE PROGRAM

Project Background:

CDC approved \$330 K for FY22 - Orchards, Spirit, Dayspring, Allen Station Softball

Future requests for CDC funding are represented in years FY24 through FY28.

FY23 - Green
 FY24 - Lost Creek
 FY25 - Reed Park (KidMania included in playground replacement)
 FY26 - Bradford Crossing, Quail Run
 FY27 - Suncreek Park Redevelopment page for project details
 FY28 - Bridgewater (Cottonwood Bend and Custer Meadows in redevelopment)

Project Justification:

Residents continue to request shade over playgrounds and other park amenities.

Priority: Desirable

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	10	36	15	0	8	69
Construction	411	90	328	138	0	76	1,043
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	411	100	364	153	0	84	1,112

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	330	100	364	153	0	84	1,031
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	81	0	0	0	0	0	81
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	411	100	364	153	0	84	1,112
Authorized Bonds		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

PLAYGROUND REPLACEMENTS

Project Background:
 CDC Approved \$ 360 K for FY23
 Future requests for CDC funding are represented in years 2024 through 2028
 FY23 - Country Meadows
 FY24 - Lost Creek
 FY25 - Reed
 FY26 - Bradford Crossing, Quail Run
 FY27 - Stacy Ridge, Story
 Outer Year Projects:
 Morgan Crossing, Spring Meadow, Waterford, Twin Creeks, Walden, Allenwood, Hillside Play Area, Watters Crossing, Orchards, Food Pool, Green, DRN, Spirit, Windridge, Ridgeview, Dayspring, Glendover, Heritage, and Rolling Hills and Greenville Heights parks will be replaced in outer years.

Project Justification:
 Existing playgrounds are reaching or have reached their recommended lifespan and are in need of replacement.

Priority: Desirable

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	50	37	122	129	202	540
Construction	360	450	327	1,100	1,155	898	4,290
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	360	500	364	1,222	1,284	1,100	4,830

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	360	500	364	1,222	1,284	1,100	4,830
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	360	500	364	1,222	1,284	1,100	4,830
Authorized Bonds		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

SUNCREEK PARK REDEVELOPMENT

Project Background:

Funding to be requested from CDC in FY27 & FY28 for a total of \$3,297,182.

\$24K in fund 390 is NTMWD trail mitigation funding to be used upon redevelopment

Project Justification:

Includes playground replacement and shade

Priority: Desirable

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	0	0	0	330	0	330
Construction	0	0	0	0	1,024	1,967	2,991
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	0	0	0	1,354	1,967	3,321

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	1,600	1,697	3,297
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	24	0	0	0	0	0	24
TOTAL	24	0	0	0	1,600	1,697	3,321

Authorized Bonds

MOLSEN FARM

Project Background:

CDC approved \$150 K in 2008, of which \$87 K remains. CDC approved \$ 200 K for the Molsen Farm water well, of which \$ 155,074 remains.

FY16 Bond Election for the Molsen Farm Project
 \$1.5 M FY19 Bond Sale
 \$1.5 M FY23 Bond Sale

RFQ complete for professional services contract for design for PH 1.
 Design contract for revised master plan and design docs for trail head \$222K.

\$ 500 K grant acquisition of 15+ acres awarded in Oct 2022. Land acquired Jan 2023 with \$ 3 M in land acquisition bonds and \$ 959 K in Non-Bond. \$ 500 K grant to reimburse Non-Bonds (\$959K-\$500K=\$459K)

Trailhead construction scheduled for FY23-FY24 Park development unscheduled pending adoption of master plan.

Project Justification:

Infrastructure development (utilities, entry road, parking), trailhead construction, pedestrian access to make property publicly accessible.

Priority: Obligated

Finance #: PR0805

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	3,958	0	0	0	0	0	3,958
Arch/Eng	222	0	0	0	0	821	1,043
Construction	1,100	1,100	0	0	0	0	2,200
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	5,280	1,100	0	0	0	821	7,201

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	6,000	0	0	0	0	0	6,000
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	500	0	0	0	0	0	500
Type A/B Taxes	242	0	0	0	0	0	242
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	459	0	0	0	0	0	459
TOTAL	7,201	0	0	0	0	0	7,201
Authorized Bonds		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

STEPHEN G. TERRELL RECREATION CENTER

Project Background:

Recreation center to serve Allen residents. Current Revenues Include:
 GO Bond
 \$16 M from 2016 Bond Election
 \$1.063 M from 2007 Bond Election
 (Note: \$2.3M from 2007 bond election loaned to Spirit Park for construction, and is to be repaid to PR1907 when Spirit Park Ph II bonds are issued. \$2.3M not reflected below). City Council approved issuance of \$14.5M GO Bonds on June 9, 2020.

Revenue Bonds
 \$ 25 M in FY21

Intergovernmental
 \$410,200 Non Bond Funds to be reimbursed by Collin County

Type A/B Taxes
 \$66 K CDC Trail Funds \$ 10 M CDC FY21

Other Revenues are partnership funds in the amount of \$3 M from the Allen Sports Association FY22

Project Justification:

Voters approved \$3.4M GO Bonds as part of the 2007 bond election and \$16M GO bonds as part of the 2016 bond election.

City Council approved issuance of \$14.5M GO Bonds on June 9, 2020.

Priority: Obligated

Finance #: PR1907

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	6,700	0	0	0	0	0	6,700
Construction	43,277	2,102	0	0	0	0	45,379
Equipment	3,460	0	0	0	0	0	3,460
Other	0	0	0	0	0	0	0
TOTAL	53,437	2,102	0	0	0	0	55,539

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	17,063	0	0	0	0	0	17,063
Revenue Bonds	25,000	0	0	0	0	0	25,000
Intergovernmental	410	0	0	0	0	0	410
Type A/B Taxes	10,066	0	0	0	0	0	10,066
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	3,000	0	0	0	0	0	3,000
TOTAL	55,539	0	0	0	0	0	55,539
Authorized Bonds		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ENVIRONMENTAL EDUCATION CENTER

Project Background:

Revenue from 2007 bond election.
 Construction currently unscheduled and targeted for FY29 with a
 estimated project cost of \$ 5.307 M.

Project Justification:

Design and construction of an Environmental
 Education Center.

Priority: Desirable

Finance #: PR2205

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	0	0	0	0	500	500
Construction	0	0	0	0	0	0	0
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	500	500

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	500	0	0	0	0	0	500
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	500	0	0	0	0	0	500
Authorized Bonds		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

EVENT CENTER RETRACTABLE SEATING - BOWL

Project Background:

Funding to be requested from CDC for FY25.

Project Justification:

Replacement of retractable seating is needed due to limited availability of repair parts.

Priority: Maintenance

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	0	0	0	0	0	0
Construction	0	0	0	0	0	0	0
Equipment	0	0	2,435	0	0	0	2,435
Other	0	0	0	0	0	0	0
TOTAL	0	0	2,435	0	0	0	2,435

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	2,435	0	0	0	2,435
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	0	2,435	0	0	0	2,435

Authorized Bonds

TEVC RINK RENOVATIONS

Project Background:

Funding to be requested from CDC for FY27.

Project Justification:

Rink resurfacing and dasher/netting replacement at the Edge Visitor Center

Priority: Maintenance

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	0	0	0	0	0	0
Construction	0	0	0	0	1,043	0	1,043
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	0	0	0	1,043	0	1,043

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	1,043	0	1,043
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	0	0	0	1,043	0	1,043
Authorized Bonds		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ALLEN STATION PARK IMPROVEMENTS (PLAYGROUND AREA)

Project Background:

RFQ complete for professional services
 Design contract underway for \$80,635.
 Funding
 Type A/B Taxes \$880K FY19 CDC approved

Project Justification:

Aging playground (oldest) and associated amenities are in need of replacement, and the advent of increased game and tournament play (made possible by artificial turf) equate to the need for expanded play opportunities for families.

Priority: Desirable

Finance #: PR2009

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	81	0	0	0	0	0	81
Construction	0	1,799	0	0	0	0	1,799
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	81	1,799	0	0	0	0	1,880

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	880	1,000	0	0	0	0	1,880
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	880	1,000	0	0	0	0	1,880

Authorized Bonds

ALLEN STATION SOFTBALL INFIELD REPLACEMENT

Project Background:

Project will require future CDC funding or other revenues.

Project Justification:

Replacement of turf ballfields originally installed in 2014, based on 10 year lifespan.

Priority: Desirable

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	0	0	0	0	0	0
Construction	0	500	0	0	0	0	500
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	500	0	0	0	0	500

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	500	0	0	0	0	500
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	500	0	0	0	0	500

Authorized Bonds

CELEBRATION PARK - KIDMANIA PLAYGROUND REPLACEMENT

Project Background:

Funding to be requested from CDC for FY25 & FY26 for the replacement of the KidMania playground at Celebration Park

Project Justification:

Replacement of the aging playground equipment at Celebration Park

Priority: Maintenance

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	0	0	0	0	0	0
Construction	0	0	0	0	0	0	0
Equipment	0	0	1,964	2,620	0	0	4,584
Other	0	0	0	0	0	0	0
TOTAL	0	0	1,964	2,620	0	0	4,584

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	2,100	2,484	0	0	4,584
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	0	2,100	2,484	0	0	4,584

Authorized Bonds

ROWLETT TRAIL C-1, C-2

Project Background:

Collin County awarded \$140 K toward design of the trail and trail head on the Eugene McDermott Park Property.

Additional CDC trail construction funds to be requested for construction in FY25 - FY27 Type A/B taxes.

Highly eligible for Collin County Parks and Open Space Funding Assistance using land donated as match. Projected County grant revenue reflected in FY25

Awarded \$3.2 M toward segments C2, C4 and C5 in Dec 2022, scheduled on the TIP for FY25-FY26. Reflecting half of that award in FY25 (other half reflected on Rowlett Trail C4,C5 page P-19)

C-1, C-2 identifies the segment of trail in the City of Allen Trails and Bikeways Master Plan. Trail Segment project identifiers were added at the request of council. Per Director of Finance, Non-Bonds are to be used until grant funds are reimbursed.

Project Justification:

Extension of the primary Rowlett Trail corridor on the Eugene McDermott Park property at McDermott Drive (identified as seg C-1 and C-2).

Priority: Leveraged

Finance #: PR2107

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	582	0	0	0	0	0	582
Construction	0	0	1,500	1,518	0	0	3,018
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	582	0	1,500	1,518	0	0	3,600

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	140	0	2,100	0	0	0	2,240
Type A/B Taxes	460	0	900	0	0	0	1,360
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	600	0	3,000	0	0	0	3,600
Authorized Bonds		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ROWLETT TRAIL C-4, C-5

Project Background:

Segments previously designed and constructed are not reflected in revenues or expenses.

Will require future CDC trail construction funding for construction. Requested \$ 1.8 M from CDC in FY23. \$ 765 K to be requested in FY25.

Awarded \$300K TPWD Recreational Trail grant toward segments C4-C5 in June 2022.

Awarded \$3.2 M toward segments C2, C4 and C5 in Dec 2022, scheduled on the TIP for FY25 - FY26. Reflecting half of the award in FY25 (other half reflected on Rowlett Trail C1-C2 page P-18)

C-4, C-5 identifies the segment of trail in the City of Allen Trails and Bikeways Master Plan. Trail Segment project identifiers were added at the request of council. Per Director of Finance, Non-Bonds are to be used until grant funds are reimbursed.

Project Justification:

Completion of Rowlett Trail from Sun creek Park to Plano connection at Rowlett Creek. Mondamin Dr SE to and including bridge (seg C-4) & Bridge south to Bluebonnet (seg C-5).

Priority: Leveraged

Finance #: PR1806

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	2	0	0	0	0	0	2
Arch/Eng	230	0	0	0	0	0	230
Construction	155	0	2,300	2,176	0	0	4,631
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	387	0	2,300	2,176	0	0	4,863

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	2	0	0	0	0	0	2
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	59	0	1,900	0	0	0	1,959
Type A/B Taxes	1,972	0	765	0	0	0	2,737
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	165	0	0	0	0	0	165
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	2,198	0	2,665	0	0	0	4,863
Authorized Bonds		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

EUGENE MCDERMOTT PARK TRAILHEAD

Project Background:

CDC trail construction funds to be requested for construction in FY27 - FY28 Type A/B taxes.

Highly eligible for Collin County Parks and Open Space Funding Assistance using land donated as match.

Projected FY27 CDC Funding request = \$ 1,380,000
 Projected FY28 CDC Funding request = \$ 1,589,000

Final Project Budget projected \$ 3,639,423

Project Justification:

Design and Construction of a major trailhead along Rowlett Creek at McDermott Drive (northeast corner of Eugene McDermott Park property).

Priority: Desirable

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	189	0	0	0	0	0	189
Construction	0	0	0	0	1,000	2,450	3,450
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	189	0	0	0	1,000	2,450	3,639

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	189	0	0	0	1,380	2,070	3,639
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	189	0	0	0	1,380	2,070	3,639

Authorized Bonds

TRAIL CONSTRUCTION

Project Background:

CDC allocation remaining for design and construction of trails

Revenues in PR2202. Remaining revenues in PR2202 assigned to other trail projects in 10 year investment plan, and will be transferred as needed. The current balance of \$ 750 K is identified on the Watters Branch Trail Construction (seg F2*) CIP Book page P-24.

The \$24K in fund 390 is identified on the Suncreek Park Redevelopment page. (NTMWD remediation funds for repairs to trail in Suncreek Park.)

Projects above contain funds allocated for design and construction of trails and moved as needed.

Project Justification:

Continued development of the city trail network to better serve the growing population of trail users.

Improvements in accordance with the Allen Trail Master Plan.

Priority: Desirable

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	0	0	0	0	0	0
Construction	0	53	0	0	0	0	53
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	53	0	0	0	0	53

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	53	0	0	0	0	0	53
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	53	0	0	0	0	0	53
Authorized Bonds		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

TRAIL MARKER PROGRAM

Project Background:

CDC approved \$ 100 K for trail markers in FY18. CDC allocation remaining for design and installation of trail wayfinding signage.

Project Justification:

Continued development of the city trail signage to better serve the growing population of trail users

Priority: Desirable

Finance #: PR1801

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	75	0	6	6	0	0	87
Construction	0	0	6	7	0	0	13
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	75	0	12	13	0	0	100

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	100	0	0	0	0	0	100
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	100	0	0	0	0	0	100

Authorized Bonds

TWIN CREEKS GC TRAIL IMPROVEMENTS

Project Background:

\$135 K transferred in from Trail Construction Funds.
 Construction currently unscheduled - FY22 estimate with contingency is \$ 6,000,000. Will require future CDC funds or bonds.

Project Justification:

Reconstruction of the public trail through Twin Creeks Golf Course, part of the regional Rowlett Trail.

Priority: Desirable

Finance #: PR2016

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	135	0	0	0	0	0	135
Construction	0	0	0	0	0	0	0
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	135	0	0	0	0	0	135

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	135	0	0	0	0	0	135
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	135	0	0	0	0	0	135

Authorized Bonds

WATTERS BRANCH TRAIL CONSTRUCTION (SEG F-2*)

Project Background:

Design and construction of trail east side of Watters Branch, south of Collins Way to Rowlett Trail. Includes remediation of existing trail behind Watters Creek (originally part of Allen Trail Segments projects).

F-2* identifies the segment of trail in the City of Allen Trails and Bikeways Master Plan. Trail Segment project identifiers were added at the request of council.

Project Justification:

Extension of Watters Trail to connect to Rowlett Trail and remediation of drainage issues.

Priority: Desirable

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	200	0	0	0	0	200
Construction	0	730	695	0	0	0	1,425
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	930	695	0	0	0	1,625

SOURCE OF FUNDS

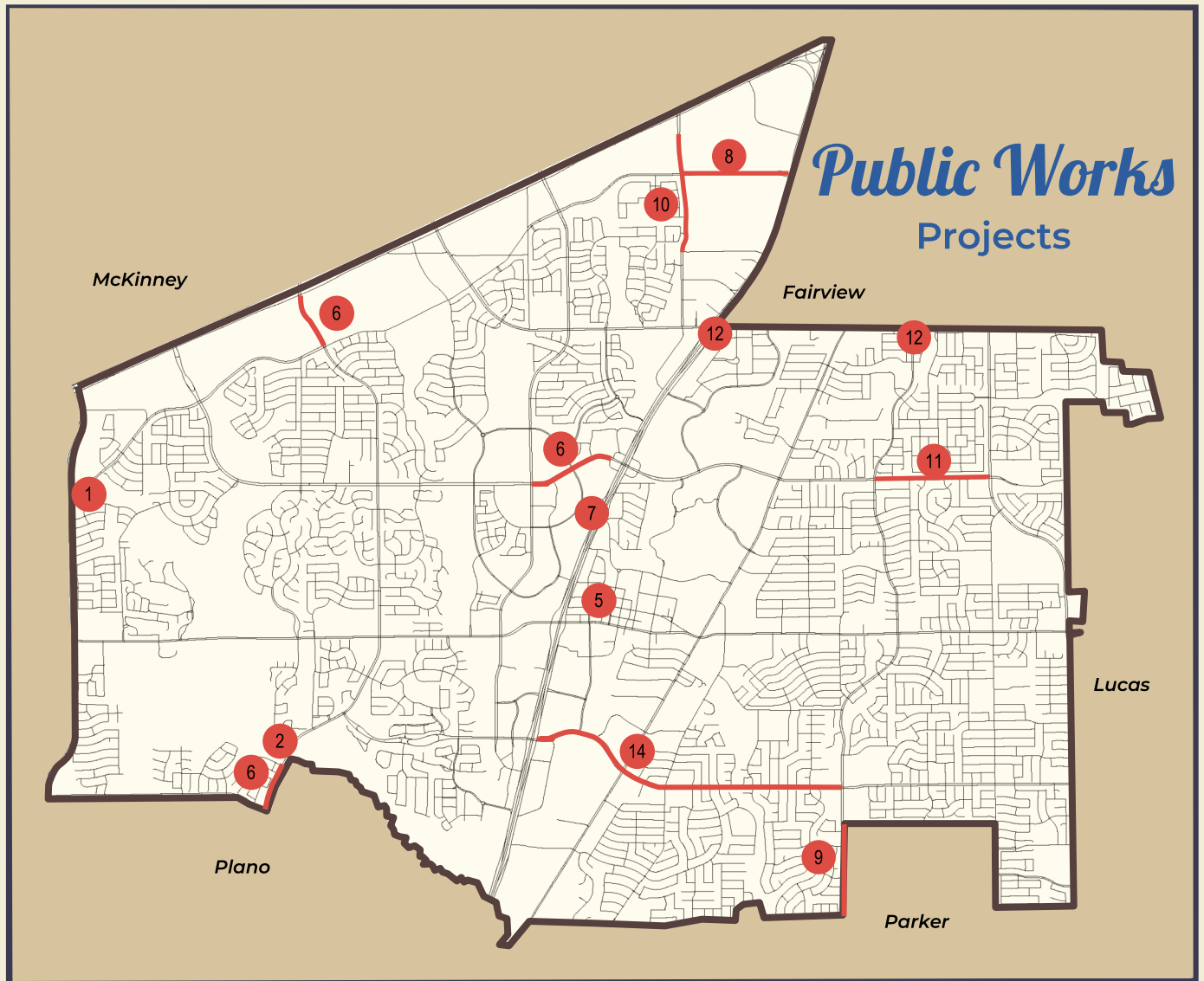
	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	1,200	425	0	0	0	1,625
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	1,200	425	0	0	0	1,625

Authorized Bonds

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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PUBLIC WORKS

PW



Public Works projects include street , drainage, and traffic safety improvements.

Drainage

- (1) Bridge Maintenance
- (2) Creek Bank Stabilization

- (10) Chelsea Blvd (Allen Commerce to SH121)
- (11) Exchange Parkway Allen Heights to Angel

Street Maintenance

- (3) Concrete Street Pavement Replacement (Various Locations)
- (4) Asphalt Street Replacement

Traffic

- (12) Stacy and Angel Intersection Improvement
- (13) Highway Systems Improvement Program
- (14) LED Lighting Retrofit

Streets

- (5) Central Business District (CBD) Street Reconstruction
- (6) Median Landscape Improvement
- (7) Allen Drive Landscape & Art Enhancement
- (8) Ridgeview Drive (Chelsea to US75)
- (9) Allen Heights Drive (Bolin School Rd to Chaparral)

BRIDGE MAINTENANCE

Project Background:

Bridge maintenance to include erosion mitigation, armor joint repair, guardrail repair, abutment repair, etc.

Funding:

Other \$ 900 K Strategic Non Bond
 \$ 229 K Unallocated Streets

FY24 to utilize unprogrammed project savings.

FY25 Funding source not yet identified.

Project Justification:

TxDOT completes a bridge evaluation annually and identifies maintenance items on bridges within City of Allen City limits.

Priority: Maintenance

Finance #: ST2203

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	161	0	150	0	0	0	311
Construction	500	1,368	1,000	0	0	0	2,868
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	661	1,368	1,150	0	0	0	3,179

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	1,129	900	1,150	0	0	0	3,179
TOTAL	1,129	900	1,150	0	0	0	3,179

Authorized Bonds

CREEK BANK STABILIZATION

Project Background:

Young Branch Creek runs adjacent to our Custer Pump Station, bank erosion is occurring and is beginning to impact our facility.

Rowlett Creek near Rollins Drive bank erosion is occurring and has started to impact an existing waterline.

This project will stabilize the existing banks to minimize future erosion at these locations.

Funds:

Other W&S Funds

Project Justification:

The City of Allen has 9 major creeks that run through the city limits. As these creeks age the existing banks erode / shift. This shift is normal and is monitored by staff until this erosion starts to impact our existing infrastructure.

Priority: Maintenance

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	100	0	0	0	0	0	100
Construction	0	600	0	0	0	0	600
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	100	600	0	0	0	0	700

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	700	0	0	0	0	0	700
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	700	0	0	0	0	0	700

Authorized Bonds

CONCRETE STREET REPLACEMENT (VARIOUS LOCATIONS)

Project Background:

With use of the IMS street assessment staff will complete rehabilitation requirements within the provided budget.

Funding

FY23 GO Bond \$ 350 K FY23 Solid Waste Enterprise Fund \$ 300 K

FY23 Streets General Fund \$464 K Intergovernmental \$ 881,097 ARPA

FY24 and beyond assumes passing and council approval of GO Bonds in the amount of \$ 2.65 M per year. It also assumes staff and council adopting/ passing an annual budget with appropriations in General Funds, Operational Revenue (Solid Waste) totaling \$ 2.35 M. Asphalt street repair will received allocations of \$ 300 K shown on CIP page PW-04 of the total \$ 5.3 M.

This allocation per year is based of the IMS pavement assessment completed in 2022.

Total \$4.18M Bond Funds authorized as a part of the 2016 Bond Election.

FY 24 Expense assumes reimbursement resolution for FY24 Bond Sale if passed by voters

Project Justification:

Replace existing streets, alleys and accessible ramps that have deteriorated beyond normal maintenance.

Priority: Obligated

Finance #: ST2202

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0
Arch/Eng	0	0	0	0	0	0
Construction	1,995	5,000	5,000	5,000	5,000	26,995
Equipment	0	0	0	0	0	0
Other	0	0	0	0	0	0
TOTAL	1,995	5,000	5,000	5,000	5,000	26,995

SOURCE OF FUNDS

<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	350	2,650	2,650	2,650	2,650	13,600
Revenue Bonds	0	0	0	0	0	0
Intergovernmental	881	0	0	0	0	881
Type A/B Taxes	0	0	0	0	0	0
Gen. Fund Rev.	464	2,050	2,050	2,050	2,050	10,714
Operational . Rev.	300	300	300	300	300	1,800
Fees	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0
Other	0	0	0	0	0	0
TOTAL	1,995	5,000	5,000	5,000	5,000	26,995

Authorized Bonds

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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ASPHALT STREET REPAIR

Project Background:

With use of the IMS street assessment staff will complete rehabilitation requirements within the provided budget.

Funding:

Gen. Rev \$ 220 K Street General Fund

FY24 and beyond assumes voters passing and council approval of GO Bonds, General Funds and Operational Revenue (Solid Waste) totaling \$ 5.3 M identified on CIP page PW-02 Asphalt project assumes use of \$ 300 K each year.

This allocation per year is based of the IMS pavement assessment completed in 2022.

Project Justification:

Replace existing streets that have deteriorated beyond normal maintenance.

Priority: Maintenance

Finance #: ST2202

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	0	0	0	0	0	0
Construction	220	300	300	300	300	300	1,720
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	220	300	300	300	300	300	1,720

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	220	300	300	300	300	300	1,720
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	220	300	300	300	300	300	1,720

Authorized Bonds

CENTRAL BUSINESS DISTRICT (CBD) STREET RECONSTRUCTION

Project Background:

Possible Reconstruction of Anna, Main to Coats; Boyd, US75 to Allen Drive; Bonham, Main to Coats; with associated water, sewer & drainage infrastructure:

Phase 4: Not Yet Identified

Development Opportunities may exist in the near future

FY22 \$762 K GO BOND

Total of \$2.613 M authorized in the 2007 and 2016 Bond Election for CBD.

Project Justification:

Replace existing asphalt streets that have deteriorated beyond repair and improve drainage.

Priority: Obligated

Finance #: ST1709

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	0	62	0	0	0	62
Construction	0	0	700	0	0	0	700
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	0	762	0	0	0	762

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	762	0	0	0	0	0	762
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	762	0	0	0	0	0	762
Authorized Bonds		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

MEDIAN LANDSCAPE IMPROVEMENT

Project Background:

Installation of enhanced streetscape and irrigation on various arterial corridors.

Project Location Phase 1: \$ 1.2 M
Alma - Rollins to Hedcoxe
Exchange - Watters to US75

Project Location Phase 2: \$ 1.8 M
Bethany - E. Bethany Drive to Allen Heights

Funding
Fee \$ 1.2 M Median Improvement Fee (paid by developers)
Funding source for phase 2 has not been identified.

Project Justification:

This project will provided enhanced landscaping and irrigation on the fully built out sections of road in Allen

Priority: Obligated

Finance #: ST2303

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	100	0	0	0	0	0	100
Construction	0	1,100	0	0	0	0	1,100
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	100	1,100	0	0	0	0	1,200

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	1,200	0	0	0	0	0	1,200
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	1,200	0	0	0	0	0	1,200

Authorized Bonds

ALLEN DRIVE LANDSCAPE & MEDIAN ISLANDS

Project Background:

Phase 1:
Landscape and hardscape at intersection of US75 and Decorative Fence

Landscape and Decorative Fence \$ 1.628 M

Phase 2: Median Islands Estimated Cost \$ 840 K

Funding:
Bonds: \$ 300 K Median Islands
Intergovernmental \$ 830 K GCAA
\$ 798 TxDOT Green Ribbon

Other: \$ 40 K Unallocated Median (Design)
\$ 250 K CBD
\$ 290 K Public Art Committee (Anticipated)

Roadway project is Allen Drive Gateway (Roadway) listed in Public Works.

Project Justification:

Project will complete the design and construction providing landscaping and artwork for a Gateway into our community at Allen Drive and US 75.

Priority: Leveraged

Finance #: ST1903

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	40	0	0	0	0	0	40
Construction	1,628	840	0	0	0	0	2,468
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	1,668	840	0	0	0	0	2,508

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	300	0	0	0	0	300
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	1,628	0	0	0	0	0	1,628
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	40	540	0	0	0	0	580
TOTAL	1,668	840	0	0	0	0	2,508

Authorized Bonds

RIDGEVIEW DRIVE (CHELSEA TO US 75)

Project Background:

Construction of a 4-lane road with the ability to widen the roadway to 6 lanes at a later date. Includes new traffic signal at Chelsea and Ridgeview, and associated drainage and utility appurtenances. Project will also include Street lights.

Project approved as part of the 2016 Bond Election.

Estimated start date FY23.

TxDOT construction to Start Interchange Improvements 4th Quarter of FY22 and will be finished 2Q FY24

Funding

Bond \$ 3.61 M FY23
 Intergovernmental \$ 3,135 M Collin County (\$2.99 M Call for Projects)
 Other \$ 319 K Unallocated Street

Project Justification:

Improve traffic circulation in area of future development at US75/SH121 constructing a major thoroughfare.

Improvements in accordance with the Master Thoroughfare Plan.

Priority: Leveraged

Finance #: ST2000

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0
Arch/Eng	319	0	0	0	0	319
Construction	2,000	4,600	0	0	0	6,600
Equipment	0	0	0	0	0	0
Other	145	0	0	0	0	145
TOTAL	2,464	4,600	0	0	0	7,064

SOURCE OF FUNDS

<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	3,610	0	0	0	0	3,610
Revenue Bonds	0	0	0	0	0	0
Intergovernmental	3,135	0	0	0	0	3,135
Type A/B Taxes	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0
Fees	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0
Other	319	0	0	0	0	319
TOTAL	7,064	0	0	0	0	7,064

Authorized Bonds

ALLEN HEIGHTS DRIVE (BOLIN SCHOOL RD TO CHAPARRAL)

Project Background:
 Project will construct northbound lanes on Allen Heights between Bolin School Road to Chaparral.

 Northbound lanes exist inside Parker City Limits.

 Funding:
 Other \$ 300 K Unallocated Streets
 Funding Category to be potential partnership with Parker and Collin County.

Project Justification:
 Improve capacity along the corridor with construction of two additional lanes.

 Improvements in accordance with the master Thoroughfare Plan

Priority: Desirable

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	300	0	0	0	0	300
Arch/Eng	0	210	0	0	0	0	210
Construction	0	0	2,040	0	0	0	2,040
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	510	2,040	0	0	0	2,550

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	2,250	0	0	0	0	2,250
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	300	0	0	0	0	0	300
TOTAL	300	2,250	0	0	0	0	2,550

Authorized Bonds

CHELSEA BLVD (ALLEN COMMERCE TO SH 121)

Project Background:

Estimated to start design FY23. Total Project Cost \$ 3.26 M

Funding

Bond \$ 2.029 M FY23
 Fee \$ 1.231 M Roadway Impact Sect 1

Project Justification:

Improve capacity along the corridor with construction of 2 additional lanes.

Improvements in accordance with the Master Thoroughfare Plan.

Priority: Desirable

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	210	0	0	0	0	0	210
Construction	0	3,050	0	0	0	0	3,050
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	210	3,050	0	0	0	0	3,260

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	2,029	0	0	0	0	0	2,029
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	1,231	0	0	0	0	1,231
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	2,029	1,231	0	0	0	0	3,260

Authorized Bonds

EXCHANGE PARKWAY (ALLEN HEIGHTS TO ANGEL PKWY)

Project Background:

Project will add the 5th and 6th lanes on Exchange Parkway from Allen Heights to Angel Parkway.

Estimated Project Cost \$ 3.48 M to include enhanced median landscaping

Funding

Fees \$ 400 K Roadway Impact 2 (Design only)
Funding category is resources to be determined.

Possible 2023 GO Bond Project, pending voter and council approval of bonds.

Project Justification:

Improve capacity along the corridor with construction of two additional lanes.

Improvements in accordance with the master Thoroughfare Plan.

Priority: Desirable

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2027	FY 2028
0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	0	400	0	0	0	400
Construction	0	0	0	0	0	0	0
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	0	400	0	0	0	400

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	0	400	0	0	0	400
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	0	400	0	0	0	400

Authorized Bonds

STACY @ ANGEL AND STACY @ US75 INTERSECTION IMPROVEMENTS

Project Background:

Stacy and Angel intersection project will improve traffic congestion by constructing a new northbound right turn lane, which will allow staff to change the lane configuration to two left turns, one through and one right turn. This is due to the heavy northbound left turn movements documented.

Stacy and US75 NB frontage road project will modify the current lane configuration to improve traffic capacity.

Estimated project Cost \$1.0 M

Funding:

Bond \$ 436 K FY21

Fees \$ 564 K Roadway Impact Quad 2

Project Justification:

Improve traffic circulation by constructing adding lanes and/or changing lane configurations at intersections.

Priority: Obligated

Finance #: ST2201

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	56	0	0	0	0	0	56
Construction	0	944	0	0	0	0	944
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	56	944	0	0	0	0	1,000

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	436	0	0	0	0	0	436
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	564	0	0	0	0	564
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	436	564	0	0	0	0	1,000

Authorized Bonds

HIGHWAY SYSTEMS IMPROVEMENT PROGRAM (HSIP)

Project Background:

Total program includes 11 intersections.
 New Signal Locations:
 Greenville @ Ridgemont

Existing Traffic Signal upgraded for capacity improvements:
 Stacy @ Watters

Existing Traffic Signal upgrades with modern equipment:
 Alma @ Hedgcoxe Alma @ Comanche
 Bethany @ Malone Exchange @ Andrews
 Greenville @ Ridgemont Hedgcoxe @ Duchess
 Stacy @ Andrews Stacy @ Chelsea
 Main @ Allen Heights McDermott @ Watters

Funding:
 Bond \$ 961 K FY21
 Intergov \$ 2.057 M TxDOT HSIP Grant Funds
 Fee \$ 128 K Roadway Impact Quad 1
 \$ 100 K Roadway Impact Quad 2
 Other \$ 220 K Unallocated Street

Project Justification:

Improve traffic circulation by installing new traffic signals and/or update existing traffic signal equipment to modern equipment.

Priority: Leveraged

Finance #: ST2206

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	220	0	0	0	0	0	220
Construction	2,576	0	0	0	0	0	2,576
Equipment	376	0	0	0	0	0	376
Other	294	0	0	0	0	0	294
TOTAL	3,466	0	0	0	0	0	3,466

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	961	0	0	0	0	0	961
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	2,057	0	0	0	0	0	2,057
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	228	0	0	0	0	0	228
Dev. Contributions	0	0	0	0	0	0	0
Other	220	0	0	0	0	0	220
TOTAL	3,466	0	0	0	0	0	3,466

Authorized Bonds

LED LIGHTING RETROFIT

Project Background:

Project to
 Funding:
 Intergovernmental \$ 157 K EECBG (not yet awarded)
 Fees \$ 157 K Median Improvement Fees (Match)

Project Justification:

Update existing street lighting from existing HPS or MH to efficient LED's along city owned and maintained lighting.

Priority: Desirable

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	0	0	0	0	0	0
Construction	0	314	0	0	0	0	314
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	314	0	0	0	0	314

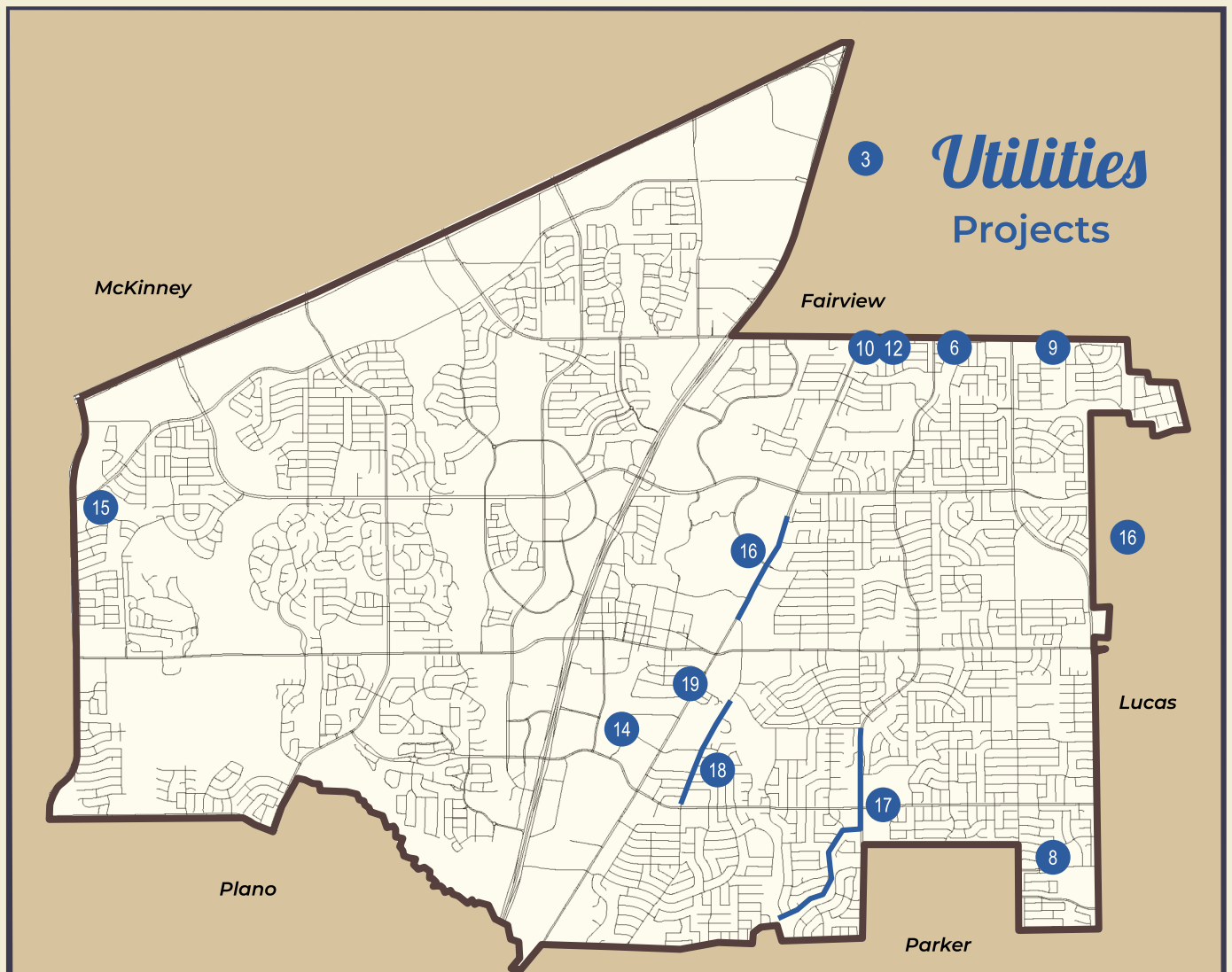
SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	157	0	0	0	0	157
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	0	0	0	0
Fees	0	157	0	0	0	0	157
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	314	0	0	0	0	314

Authorized Bonds

UTILITIES

UTILITIES



Utilities Projects

Utilities include public water and wastewater system improvements required to meet state permit requirements, increases in demand in certain parts of the community, and system maintenance. Line extensions are required to meet demand and to complete looping.

Wastewater

- (1) Cabela's Manhole Replacement
- (2) Lift Station Improvements (Ongoing)
- (3) Sloan Creek Trunk Line and Lift Station
- (4) Watters Branch Manhole Drops
- (5) Aerial Crossings
- (6) Lost Creek Lift Station
- (7) Manhole Maintenance (Ongoing)
- (8) Maxwell Creek Lift Station
- (9) Stacy Ridge Lift Station

Water & Wastewater

- (10) Custer Flow Meter
- (11) Greenville SS and Rockridge Water
- (12) Heritage / Allen Heights SS Main Replacement
- (13) Jupiter Sanitary Sewer Main
- (14) Timbercreek and Allenwood Watermain Replacement

Water

- (10) Pump Station #1 (Stacy Road) Renovation
- (11) Pump Station Minor Renovation (Ongoing)
- (12) SCADA Upgrade
- (13) AMI / AMR
- (14) Water Tank and Tower Repaint

CABELA'S MANHOLE REPLACEMENT

Project Background:

Project will replace 13 existing manholes with a inherit manhole material that will be resistant to the current corrosion.

The Town of Fairview and City of Allen have an existing agreement that we will both share in the cost of this replacement due to both cities using the sewer line.

The Town of Fairview and Allen are updating our existing agreement for maintenance of this line based on current flow differentials.

Project Justification:

Replace 13 wastewater manholes that have extensive corrosion that prevent maintenance/ inspection of the manhole.

Priority: Essential

Finance #: WA2106

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	60	0	0	0	0	0	60
Construction	1,000	1,300	0	0	0	0	2,300
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	1,060	1,300	0	0	0	0	2,360

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	2,360	0	0	0	0	0	2,360
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	2,360	0	0	0	0	0	2,360

Authorized Bonds

LIFT STATION IMPROVEMENTS (ONGOING)

Project Background:

New or replacement equipment for existing City lift station sites to meet the needs of the community.

Project Justification:

Routine capital expenditure to maintain the existing lift station operation at any of our five (5) locations annually.

Priority: Essential

Finance #: WA9902

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	0	0	0	0	0	0
Construction	0	0	0	0	0	0	0
Equipment	343	150	150	75	75	75	868
Other	0	0	0	0	0	0	0
TOTAL	343	150	150	75	75	75	868

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	343	150	150	75	75	75	868
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	343	150	150	75	75	75	868

Authorized Bonds

SLOAN CREEK TRUNK LINE AND LIFT STATION

Project Background:

Development in the area will require improvements to the existing sanitary sewer lift station.

Trunk Line (Complete)	Regional Lift Station
\$ 1.477 M	\$ 11.5 M
\$ 367 K Land Easement	\$ 500 K Contingency

Funding:

Revenue Bonds	\$ 3.847 M
Operational	\$ 200 K W&S
Fees	\$ 9.797 M Sewer Impact

Project is a coordinated effort between Allen, Fairview and NTMWD on a regional solution that will NTMWD managing and maintaining the lift station located in Fairview.

Fairview will repay first installment for Design in FY25 total reimbursement is \$2.6M.

Project Justification:

Provide the required sewer mains to service the Sloan Creek sewer shed for future development at US75 and SH121.

Priority: Essential

Finance #: WA1904

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	367	0	0	0	0	0	367
Arch/Eng	1,106	0	0	0	0	0	1,106
Construction	12,371	0	0	0	0	0	12,371
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	13,844	0	0	0	0	0	13,844

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	3,847	0	0	0	0	0	3,847
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	200	0	0	0	0	0	200
Fees	9,797	0	0	0	0	0	9,797
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	13,844	0	0	0	0	0	13,844

Authorized Bonds

WATTERS BRANCH MANHOLE DROPS

Project Background:

Project will replace 6 drop manholes connections in FY23 that connect to NTMWD system located on Creekway Drive.

Project will look at street repairs with this project in the area of the manholes.

Project Justification:

Replace / Improve drop connections into NTMWD sewer mains that are having issues with Inflow and Infiltration.

Priority: Essential

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	100	0	0	0	0	0	100
Construction	0	650	0	0	0	0	650
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	100	650	0	0	0	0	750

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	750	0	0	0	0	0	750
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	750	0	0	0	0	0	750

Authorized Bonds

AERIAL CROSSINGS

Project Background:

Aerial crossing at Creek Valley and Rowlett Creek at Exchange are reaching their design life and are starting require routine maintenance. This current funding is to slip line and wrap the existing pipe. An Engineer will investigate the condition of each creek crossing and determine if additional repairs are needed in FY24.

Phase 1 will be Creek Valley & Russell Creek to be completed in the Heritage/ Allen Heights SS Main replacement CIP page U-17

Phase 2 will be Rowlett Creek at Exchange
Estimated Project Cost \$ 860 K

Funding:
Operational Revenues are capital fund transfer out as a component of the total transfer in the approved budget.

Project Justification:

Replace or Rehabilitate sewer aerial crossing that are near or have exceeded their design life, built used substandard materials / pipe sizes by current standards, or are experiencing increased maintenance.

Priority: Maintenance

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	0	0	60	0	0	60
Construction	0	0	0	0	800	0	800
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	0	0	60	800	0	860

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	60	800	0	860
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	0	0	60	800	0	860

Authorized Bonds

LOST CREEK LIFT STATION

Project Background:

Renovate the Lost Creek Lift Station with modern efficient equipment.

Project Justification:

Lost Creek Lift Station has reached its life expectancy and requires equipment replacement.

Priority: Maintenance

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	300	0	0	0	0	300
Construction	0	0	1,500	0	0	0	1,500
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	300	1,500	0	0	0	1,800

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	1,800	0	0	0	0	1,800
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	1,800	0	0	0	0	1,800

Authorized Bonds

MANHOLE MAINTENANCE (ONGOING)

Project Background:

Continued maintenance or replacement of manholes of the Allen system

Project Justification:

Maintain existing manholes that have reached or exceeded their design life and/or exposed to higher levels of corrosive gas, prior to needed a full replacement.

Priority: Maintenance

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	0	0	0	0	0	0
Construction	45	45	45	45	45	50	275
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	45	45	45	45	45	50	275

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	45	45	45	45	45	50	275
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	45	45	45	45	45	50	275

Authorized Bonds

MAXWELL CREEK LIFT STATION

Project Background:

Renovate the Maxwell Creek Lift Station with modern efficient equipment.

Project Justification:

Maxwell Creek Lift Station has reached its life expectancy and requires equipment replacement.

Priority: Maintenance

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	268	0	0	0	0	0	268
Construction	0	2,100	0	0	0	0	2,100
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	268	2,100	0	0	0	0	2,368

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	2,100	268	0	0	0	0	2,368
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	2,100	268	0	0	0	0	2,368

Authorized Bonds

STACY RIDGE LIFT STATION

Project Background:

Renovate the Stacy Ridge Lift Station with modern and efficient equipment.

Project Justification:

Stacy Ridge Lift Station has reached its life expectancy and requires equipment replacement.

Priority: Maintenance

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	0	300	0	0	0	300
Construction	0	0	0	1,800	0	0	1,800
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	0	300	1,800	0	0	2,100

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	2,100	0	0	0	2,100
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	0	2,100	0	0	0	2,100

Authorized Bonds

PUMP STATION #1 (STACY ROAD) RENOVATION

Project Background:

Renovate the Stacy Pump Station with modern efficient pumps.
 Stacy No. 1 FY19 \$421 K for design
 Construction anticipated to be completed in FY24, due to equipment lead time
 Funding:
 Revenue Bonds \$ 4.033 M
 Operational Rev \$ 1.176 M Water & Sewer

Project Justification:

Stacy Pump station number 1 has reached its life expectancy and requires replacement.

Priority: Essential

Finance #: WA1906

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	421	0	0	0	0	0	421
Construction	2,788	2,000	0	0	0	0	4,788
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	3,209	2,000	0	0	0	0	5,209

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	4,033	0	0	0	0	0	4,033
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	1,176	0	0	0	0	0	1,176
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	5,209	0	0	0	0	0	5,209

Authorized Bonds

PUMP STATION MINOR RENOVATION (ONGOING)

Project Background:

New or replacement equipment for 2 pump stations

Project Justification:

Routine capital expenditure to maintain the existing pump station operation at either of our two (2) locations annually.

Priority: Essential

Finance #: WA9901

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	0	0	0	0	0	0
Construction	0	0	0	0	0	0	0
Equipment	343	125	125	125	125	125	968
Other	0	0	0	0	0	0	0
TOTAL	343	125	125	125	125	125	968

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	343	125	125	125	125	125	968
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	343	125	125	125	125	125	968

Authorized Bonds

SCADA UPGRADE

Project Background:

The existing water distribution Supervisory and Data Acquisition (SCADA) computer system will need to be replaced.

Funding:

Operational Rev \$1.387 M Water and Sewer

Project Justification:

Planned replacement of Supervisory Control and Data Acquisition (SCADA) as a result of continued implementation of latest technology to replace obsolete equipment.

Priority: Essential

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	0	0	100	0	0	100
Construction	0	0	0	500	787	0	1,287
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	0	0	600	787	0	1,387

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	1,387	0	0	1,387
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	0	0	1,387	0	0	1,387

Authorized Bonds

AMI / AMR

Project Background:

Project will replace all the existing water meters throughout the city as well as install the backbone in which the system will operate.

Funding:

Operational Revenues \$ 11,792 M Water and Sewer an fund that would have been used for Sloan Creek Lift Station per reimbursement resolution.

Reimbursement Resolution Feb 2021

Project Justification:

Staff has determined the need to improve the efficiency and accuracy of the Cities meter reading/collecting service.

Priority: Desirable

Finance #: WA2002

OPERATIONS & MAINTENANCE

FY 2027	FY 2028
0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	822	0	0	0	0	0	822
Construction	0	0	0	0	0	0	0
Equipment	8,970	2,000	0	0	0	0	10,970
Other	0	0	0	0	0	0	0
TOTAL	9,792	2,000	0	0	0	0	11,792

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	11,792	0	0	0	0	0	11,792
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	11,792	0	0	0	0	0	11,792
<i>Authorized Bonds</i>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

WATER TANK AND TOWER REPAINT

Project Background:

Exterior Repaint
 Custer Ground Tank No. 2 FY23
 Rowlett Elevated Tower FY23

Exterior Repaint
 Prestige Elevated Tower FY25

Other Expense is Telecommunication equipment owned and maintained by the City for Emergency Services and Traffic

Operational Revenues are capital fund transfer out, as a component of the total transfer in the approved budget.

Project Justification:

Repaint the interior and/or exterior surfaces of the water tanks and towers.

Priority: Maintenance

Finance #: WA2105

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0
Arch/Eng	90	0	40	0	0	130
Construction	1,514	0	700	0	0	2,214
Equipment	302	0	0	0	0	302
Other	0	0	0	0	0	0
TOTAL	1,906	0	740	0	0	2,646

SOURCE OF FUNDS

<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0
Operational . Rev.	1,906	0	740	0	0	2,646
Fees	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0
Other	0	0	0	0	0	0
TOTAL	1,906	0	740	0	0	2,646

Authorized Bonds

CUSTER FLOW METER

Project Background:

Flow Meter Replacement
Custer No. 2

Project Justification:

Existing flow meters will have reached their design life and require replacement.

Priority: Essential

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	0	20	0	0	0	20
Construction	0	0	339	0	0	0	339
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	0	359	0	0	0	359

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	359	0	0	0	359
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	0	359	0	0	0	359

Authorized Bonds

GREENVILLE SS AND ROCKRIDGE WATER

Project Background:

Replace the original clay tile sanitary sewer main on Greenville Ave constructed in 1990's.

Replace the original ductile iron pipe water main in Rock Ridge Estate, which is in the ETJ.

Estimated Total Project Cost: \$ 8.7 M

Funding

Operational Revenues are a capital fund transfer out as a component of the total transfer in the approved budget.

Project Justification:

Replace sanitary and water mains that are near or have exceeded their design life or when the subdivision was built used substandard materials / pipe sizes by current standards.

Priority: Maintenance

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	0	0	700	0	0	700
Construction	0	0	0	0	4,000	4,000	8,000
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	0	0	700	4,000	4,000	8,700

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	0	700	4,000	4,000	8,700
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	0	0	700	4,000	4,000	8,700
Authorized Bonds		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

HERITAGE / ALLEN HEIGHTS SS MAIN REPLACEMENT

Project Background:

Project will replace and upsize the existing 21" to a 24" sanitary sewer main on Heritage Parkway. Project will also replace the 18" sanitary sewer main on Allen Heights. Project will also include replacement of 2 aerial crossings that have been requiring increased maintenance.

Due to the project location to Creek Valley Ct & Russell Creek Aerial Crossing this project will design and construct a new crossing described in Aerial Crossing CIP page U-04

Funding

Operational Revenues are a capital fund transfer out as a component of the total transfer in the approved budget.

Project Justification:

Replace sanitary sewer mains that are near or have exceeded their design life or when the subdivision was built used substandard materials / pipe sizes by current standards.

Priority: Maintenance

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	450	0	0	0	0	0	450
Construction	0	0	4,600	4,800	0	0	9,400
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	450	0	4,600	4,800	0	0	9,850

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	450	0	8,600	800	0	0	9,850
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	450	0	8,600	800	0	0	9,850

Authorized Bonds

JUPITER SANITARY SEWER MAIN

Project Background:

Replacement of deteriorated sanitary sewer pipes constructed in the 1980's.

The line is scheduled for replacement to eliminate continued maintenance of the line. The existing 8" and 10" clay tile pipe will be upsized to a 12" PVC sewer line.

Funding

Operational Revenues are capital fund transfer out as a component of the total transfer in the approved budget.

Project Justification:

Replace sanitary sewer lines that are near or have exceeded their design life or when the subdivision was built used substandard materials / pipe sizes by current standards.

Priority: Maintenance

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	0	0	300	0	0	0	300
Construction	0	0	0	0	4,200	0	4,200
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	0	300	0	4,200	0	4,500

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	0	0	300	0	4,200	0	4,500
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	0	0	300	0	4,200	0	4,500

Authorized Bonds

TIMBERCREEK AND ALLENWOOD WATERMAIN REPLACEMENT

Project Background:

Replace of deteriorated water pipes constructed in the 1970's.
 Allenwood asphalt roads will be replaced.
 Operation Revenue made possible from Impact Fee transfer into the fund to account for NTMWD growth related investments.
 Funding
 Operational Revenues are a capital fund transfer out as a component of the total transfer in the approved budget.

Project Justification:

Replace water mains that are near or have exceeded their design life or when the subdivision was built used substandard materials / pipe sizes by current standards.

Priority: Maintenance

Finance #: _____

OPERATIONS & MAINTENANCE

FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
0	0	0	0	0

APPROPRIATIONS

	<u>Current Expenditures</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
Acquisition	0	0	0	0	0	0	0
Arch/Eng	600	0	0	0	0	0	600
Construction	0	4,250	1,750	0	0	0	6,000
Equipment	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	600	4,250	1,750	0	0	0	6,600

SOURCE OF FUNDS

	<u>Current Revenues</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>TOTAL</u>
GO Bonds	0	0	0	0	0	0	0
Revenue Bonds	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0
Type A/B Taxes	0	0	0	0	0	0	0
Gen. Fund Rev.	0	0	0	0	0	0	0
Operational . Rev.	600	4,250	1,750	0	0	0	6,600
Fees	0	0	0	0	0	0	0
Dev. Contributions	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
TOTAL	600	4,250	1,750	0	0	0	6,600

Authorized Bonds

GLOSSARY

AEDC. Allen Economic Development Corporation

ACCOUNTABILITY. Actions which provide for the responsibility of government to answer to the citizenry for the need and use of public funds.

ACCOUNTING SYSTEM. The methods and records established to identify, assemble, analyze, classify, record and report a government's transactions and to maintain accountability for the related assets and liabilities.

AD VALOREM TAX. A tax computed from the assessed valuation of land and improvements.

ANNUAL BUDGET. A plan of financial operation embodying an estimate of proposed means of financing it. The "operating budget" is the financial plan adopted for a single fiscal year. The "proposed budget" designates the financial plan initially developed by departments and presented by the City Manager to the Council for approval. The "adopted budget" is the plan as modified and finally approved by that body. The approved budget is authorized by ordinance and thus specifies the legal spending limits for the fiscal year.

APPROPRIATED BUDGET. The expenditure authority created by appropriation ordinances and the related estimated revenues. The appropriated budget would include all reserves, transfers, allocations, supplemental appropriations and other legally authorized legislative and executive changes.

APPROPRIATION. An authorization made by the legislative body of a government that permits officials to incur obligations against and to make expenditures of governmental resources. Specific appropriations are usually made at the fund level and are granted for a one-year period.

ARBITRAGE. The ability to obtain tax-exempt bond proceeds and invest the funds in higher yielding taxable securities resulting in a profit. Arbitrage restriction requirements describe the circumstances in which investment in materially higher yielding securities is allowed without compromising the tax-exempt status of the bond issue. The rebate requirements identify what must be done with profits earned from those securities under the arbitrage restriction requirements.

ASSESSED VALUATION. A value that is established for real or personal property for use as a basis for levying property taxes. (Note: property values are established by the Central Appraisal District.)

ASSESSMENT. The process of making the official valuation of property for taxation, or the valuation placed upon property as a result of this process.

ASSETS. Resources owned or held by the City which have monetary value.

BONDS AUTHORIZED AND UNISSUED. Bonds that have been authorized legally but not issued and that can be issued and sold without further authorization.

BUDGET. A plan of financial operation embodying an estimate of proposed means of financing it. The "operating budget" is the financial plan adopted for a single fiscal year. The "proposed budget" designates the financial plan initially developed by departments and presented by the City Manager to the Council for approval. The "adopted budget" is the plan as modified and finally approved by that body. The approved budget is authorized by ordinance and thus specifies the legal spending limits for the fiscal year.

BUDGETARY ACCOUNTS. Accounts used to enter the formally adopted annual operating budget into the general ledger.

BUDGETARY CONTROL. The control or management of a government or enterprise in accordance with an approved budget to maintain expenditures within the limitations of available appropriations and available revenues.

BUDGET DOCUMENT. The compilation of the spending plans for the various funds, along with supporting schedules, tables and charts which, in total, comprises the annual revenue and expenditure plan.

CDC. Community Development Corporation

CAPITAL EXPENDITURES. Expenditures resulting in the acquisition of or addition to the government's general fixed assets. Capital expenditures include those used to construct or purchase a facility or an asset that is expected to provide services over a 20-year span and have a cost greater than \$50,000.

CAPITAL PROGRAM. A plan for capital expenditures to be incurred each year over a fixed period of years to meet capital needs arising from the long-term work program or other capital needs. It sets forth each project or other contemplated expenditure in which the government is to have a part and specifies the resources estimated to be available to finance the projected expenditures.

DEBT. An obligation resulting from the borrowing of money or from the purchase of goods and services. Government debt includes bonds, time warrants and notes.

DEBT LIMIT. The maximum amount of outstanding gross or net debt legally permitted by law.

DEBT SERVICE FUND. A fund used to account for the monies set aside for the payment of interest and principal to holders of the City's general obligation and revenue bonds, the sale of which finances long-term capital improvements, such as facilities, streets and drainage, parks and water/wastewater systems. Sometimes referred to as a SINKING FUND.

DEBT SERVICE FUND REQUIREMENTS. The resources that must be provided for a debt service fund so that all principal and interest payments can be made in full and on schedule.

DEBT SERVICE REQUIREMENTS. The amount of money required to pay interest on outstanding debt, serial maturities of principal for serial bonds and required contributions to accumulate moneys for future retirement of term bonds.

ENCUMBRANCES. Obligations in the form of purchase order, contracts or salary commitments which are chargeable to an appropriation and for which a part of the appropriation is reserved. When paid, the encumbrance is liquidated.

EXPENDITURES. Decreases in net financial resources. Expenditures include current operating expenses requiring the present or future use of net current assets, debt service and capital outlays, and intergovernmental grants, entitlements and shared revenues.

EXPENSES. The cost of goods received or services rendered whether cash payments have been made or encumbered.

FISCAL PERIOD. A twelve-month period designated as the operating year for accounting and budgeting purposes in an organization. The City of Allen has specified October 1 to September 30 as its fiscal year.

FISCAL YEAR. A 12-month period to which the annual operating budget applies.

FIXED BUDGET. A budget setting forth dollar amounts that are not subject to change based on the volume of goods or services to be provided.

FUND. An accounting device established to control receipt and disburse income from sources set aside to support specific activities or attain certain objectives. Each fund is treated as a distinct fiscal entity with a self-balancing set of accounts.

FUND BALANCE. The excess of a fund's current assets over its current liabilities; sometimes called *working capital* in enterprise funds. A negative fund balance is often referred to as a *deficit*.

FUND TYPE. The fund used to account for all financial resources, except those required to be accounted for in another fund.

GENERAL FUND REVENUES. The fund used to account for all financial resources except those required to be accounted for in another fund. The General Fund is tax supported.

GENERAL OBLIGATION (G.O.) BONDS. City of Allen funding sources include general obligation bonds issued and outstanding. G.O. Bonds require voter approval and are issued with City Council approval.

G.O. BONDS PROPOSED. City of Allen funding sources include proposed general obligation bonds. These are bonds that have not yet been issued or may not yet have been approved by the voters. All G.O. bonds require authorization by the voters.

GENERALLY ACCEPTED ACCOUNTING PRINCIPLES (GAAP). Detailed accounting standards and practices for state and local governments as prescribed by the Governmental Accounting Standards Board (GASB).

MAINTENANCE. The act of keeping capital assets in a state of good repair. It includes preventive maintenance, normal periodic repairs; replacement of parts, structural components and other activities needed to maintain the asset so that it continues to provide normal services and achieves its optimum life.

OBLIGATIONS. Amounts a government may be required legally to meet out of its resources. They include not only actual liabilities, but also unliquidated encumbrances.

OTHER REVENUES. Funding sources include revenues from the hotel/motel tax, street assessment fees, street escrow fees, interest from G.O. bonds; private contributions, and others.

OPERATING BUDGET. Plans of current expenditures and the proposed means of financing them. The annual operating budget is the primary means by which most of the financing, acquisition, spending, and service delivery activities of the City are controlled. State Law requires the use of annual operating budgets.

REPLACEMENT COST. The cost of an asset which can render similar service (but which need not be of the same structural form) as the property to be replaced.

RESERVED FUND BALANCE. Those portions of fund balance that are not appropriable for expenditure or that are legally segregated for a specific future use.

REVENUES. (1) Increases in the net current assets of a governmental fund type from other than expenditure refunds and residual equity transfers. General long-term debt proceeds and operating transfers-in are classified as "other financing sources" rather than as revenues. (2) Increases in the net total assets of a proprietary fund type from other than expense refunds, capital contributions and residual equity transfers. Operating transfers-in are classified separately from revenues.

SPECIAL ASSESSMENT. A compulsory levy made against certain properties to defray all or part of the cost of a specific capital improvement or service deemed to benefit primarily those properties.

SUBFUNCTION. A grouping of related activities within a particular government function (e.g., police is a subfunction of public safety).

TAXES. Compulsory charges levied by a government for the common benefit. This term does not include specific charges made against particular persons or property for current or permanent benefits, such as special assessments. Neither does the term include charges for services rendered only to those paying such charges (e.g., sewer service charges).

TYPE A/B TAXES. Art. 5190.6. Vernon's Texas Civil Statutes (the Development Corporation Act of 1979) Section 4A allocates ½ cent sales tax collected through the Community Development Corporation (CDC). Section 4B allocates ½ cent sales tax to the Allen Economic Development Corporation (AEDC).

TxDOT. Texas Department of Transportation.

UNENCUMBERED APPROPRIATION. That portion of an appropriation not yet expended or encumbered.

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WATTERS BRANCH TRAIL CONSTRUCTION (SEG F-2*)

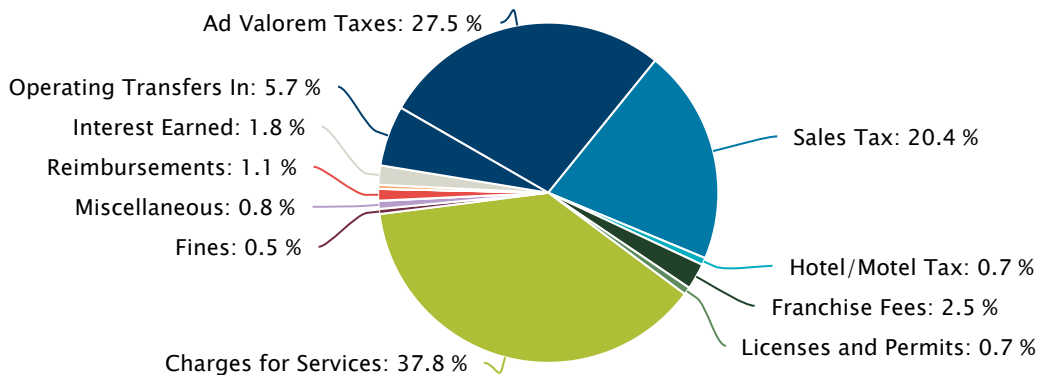
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COMBINED BUDGET SUMMARY

FISCAL YEAR 2023-2024

	General Funds					Enterprise Funds					
	General Fund	Debt Service	Neighborhood Reinvestment Fund	TIF Fund	G.O. Bond	General CIP	Water & Sewer	Solid Waste	Drainage Utility	Golf Course	Event Center
BEGINNING BALANCE	\$ 28,791,827	\$ 1,002,093	\$ -	\$ 11,705,828	\$ 49,016,563	\$ 34,261,897	\$ 15,480,413	\$ 2,498,286	\$ 1,184,403	\$ 2,441,443	\$ -
REVENUES											
Ad Valorem Taxes	62,045,375	18,934,142	-	3,027,414	-	-	-	-	-	-	-
Sales Tax	31,255,779	-	-	222,674	-	-	-	-	-	-	-
Hotel/Motel Tax	-	-	-	-	-	-	-	-	-	-	-
Franchise Fees	7,418,414	-	-	-	-	-	-	-	-	-	-
Licenses and Permits	2,215,435	-	-	-	-	-	-	-	-	-	-
Charges for Services	8,242,401	-	-	-	-	655,000	68,284,693	8,336,455	2,324,200	4,632,878	5,956,861
Fines	1,329,588	-	-	-	-	-	-	-	-	-	-
Miscellaneous	390,844	-	12,500	-	-	50,000	150,000	36,500	-	229,932	536,709
Contributions	34,825	-	-	-	-	-	-	-	-	-	-
Reimbursements	2,061,991	-	-	-	-	50,000	185,000	-	15,000	-	570,730
Bond Sale Proceeds	-	-	-	-	-	-	-	-	-	-	-
Intergovernmental	111,826	-	-	190,660	-	882,000	-	-	-	-	-
Interest Earned	2,733,004	108,766	-	119,518	741,598	800,460	189,381	25,181	16,628	-	-
Transfers In	11,090,008	-	1,075,000	-	-	300,000	1,433,136	-	-	-	1,851,351
TOTAL REVENUES	128,929,490	19,042,908	1,087,500	3,560,266	741,598	2,737,460	70,242,210	8,398,136	2,355,828	4,862,810	8,915,651
TOTAL AVAILABLE	\$ 157,721,317	\$ 20,045,001	\$ 1,087,500	\$ 15,266,094	\$ 49,758,161	\$ 36,999,357	\$ 85,722,623	\$ 10,896,422	\$ 3,540,231	\$ 7,304,253	\$ 8,915,651
EXPENDITURES											
General Government	26,433,259	-	-	789,760	250,000	-	-	-	-	-	-
Public Safety	60,284,514	-	-	-	-	-	-	-	-	-	-
Public Works	8,294,750	-	-	-	-	-	51,839,293	7,951,237	2,124,679	-	-
Culture & Recreation	26,987,661	-	-	-	2,530,000	70,000	-	-	-	4,555,395	1,701,377
Community Development	4,879,159	-	1,087,500	-	-	-	-	-	-	-	-
Transfers Out	2,050,147	-	-	-	336,836	1,050,000	7,139,210	364,774	443,269	-	-
Debt Service	-	18,684,794	-	-	-	-	2,623,608	-	-	-	-
Capital Projects	-	-	-	-	-	-	7,316,337	300,000	-	-	-
Depreciation	-	-	-	-	-	-	-	-	-	-	-
Event Center	-	-	-	-	-	-	-	-	-	-	7,214,274
TOTAL EXPENDITURES	128,929,490	18,684,794	1,087,500	789,760	3,116,836	1,120,000	68,918,448	8,616,011	2,567,948	4,555,395	8,915,651
ENDING BALANCE	\$ 28,791,827	\$ 1,360,207	\$ -	\$ 14,476,334	\$ 46,641,325	\$ 35,879,357	\$ 16,804,175	\$ 2,280,411	\$ 972,283	\$ 2,748,858	\$ -

DISTRIBUTION OF REVENUES – ALL FUNDS



COMBINED BUDGET SUMMARY

FISCAL YEAR 2023-2024

Special Revenue Funds					Internal Service Funds			Component Units		Total
Hotel Occup. Tax	Asset Forfeiture	Special Revenue	Permanent Fund	Grant Fund	Replacement Fund	Facility Maintenance	Risk Management	Economic Development	Community Development	All Funds 2023-2024
\$ 1,867,435	\$ 156,482	\$ 360,340	\$ 345,706	\$ 238,516	\$ 15,136,131	\$ 907,371	\$ 10,435,803	\$ 17,670,986	\$ 17,746,684	\$ 211,248,207

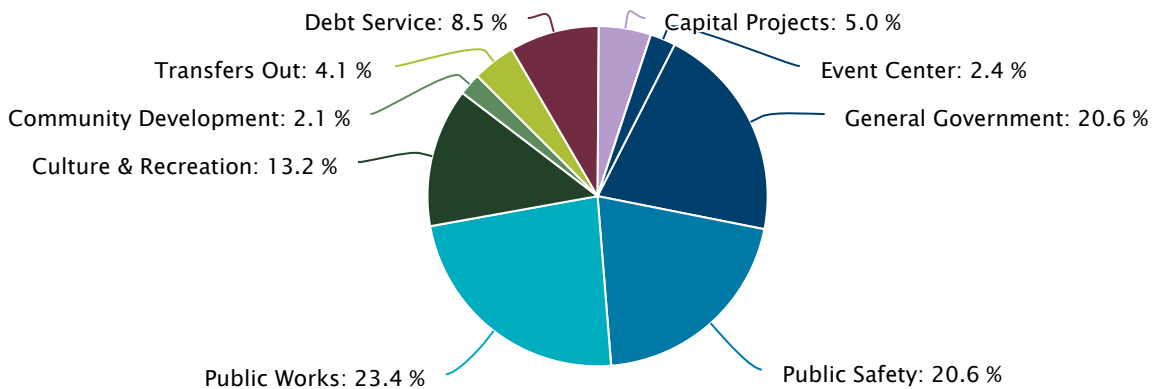
-	-	-	-	-	-	-	-	-	-	84,006,931
2,118,156	-	-	-	-	-	-	-	15,466,204	15,466,204	62,410,861
-	-	138,560	-	-	-	-	-	-	-	2,118,156
-	-	-	-	-	-	-	-	-	-	7,556,974
-	-	-	-	-	-	-	-	-	-	2,215,435
-	-	-	-	-	2,798,814	-	14,267,906	-	-	115,499,208
-	-	129,829	-	-	-	-	-	-	-	1,459,417
-	190,000	-	-	627,521	135,782	-	-	6,000	-	2,365,788
-	-	-	-	-	-	-	-	-	-	34,825
-	-	-	-	-	-	-	501,000	-	-	3,383,721
-	-	-	-	-	-	-	-	-	-	-
31,896	3,644	21,192	4,515	-	109,319	14,247	63,114	344,656	255,312	1,184,486
-	-	-	-	6,776	-	800,000	797,691	202,068	-	17,556,030
2,150,054	193,644	289,581	4,515	634,297	3,043,915	814,247	15,629,711	16,018,928	15,721,516	305,374,265

\$ 4,017,490	\$ 350,126	\$ 649,921	\$ 350,221	\$ 872,813	\$ 18,180,046	\$ 1,721,618	\$ 26,065,514	\$ 33,689,914	\$ 33,468,200	\$ 516,622,472
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-	-	71,800	-	-	158,500	40,000	16,107,153	12,292,420	5,617,948	61,760,840
-	32,687	-	-	205,889	1,195,700	-	-	-	-	61,718,790
-	-	-	-	-	-	-	-	-	-	70,209,959
2,574,510	-	-	-	19,700	1,086,833	-	-	-	-	39,525,476
-	-	-	-	408,708	-	-	-	-	-	6,375,367
355,562	-	99,179	-	-	-	-	375,000	-	-	12,213,977
-	-	-	-	-	-	-	-	1,837,393	2,417,842	25,563,637
-	-	-	-	-	-	-	-	-	7,270,750	14,887,087
-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	7,214,274
2,930,072	32,687	170,979	-	634,297	2,441,033	40,000	16,482,153	14,129,813	15,306,540	299,469,407

\$ 1,087,416	\$ 317,439	\$ 478,942	\$ 350,221	\$ 238,516	\$ 15,739,013	\$ 1,681,618	\$ 9,583,361	\$ 19,560,101	\$ 18,161,660	\$ 217,153,065
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DISTRIBUTION OF EXPENDITURES – ALL FUNDS



COMBINED BUDGET SUMMARY

FISCAL YEAR 2023-2024

	2021-2022 ACTUAL	2022-2023 BUDGET	2022-2023 AMENDED	2023-2024 BUDGET
BEGINNING BALANCE	\$ 229,911,540	\$ 181,094,331	\$ 246,034,679	\$ 211,248,207
REVENUES				
Ad Valorem Taxes	74,300,459	76,880,204	76,849,743	84,006,931
Sales Tax	54,728,652	59,556,057	59,577,802	62,410,861
Hotel Tax	2,074,533	2,118,156	2,118,156	2,118,156
Franchise Fees	7,481,353	6,950,986	7,536,778	7,556,974
Licenses and Permits	2,810,113	2,989,565	2,556,605	2,215,435
Charges for Services	99,862,307	99,736,169	100,363,763	115,499,208
Fines	1,425,226	1,479,421	1,479,417	1,459,417
Miscellaneous	16,732,257	6,575,201	11,499,180	2,365,788
Contributions	2,588,264	2,557,664	34,725	34,825
Reimbursements	2,816,500	2,266,206	3,277,276	3,383,721
Bond Proceeds	23,318,698	15,062,060	15,062,060	-
Intergovernmental	4,069,988	1,184,486	1,499,133	1,184,486
Interest Earned	2,456,307	4,068,341	6,383,360	5,582,433
Operating Transfers In	15,894,199	11,652,914	16,616,545	17,556,030
TOTAL REVENUES	310,558,856	293,077,430	304,854,543	305,374,265
TOTAL AVAILABLE	540,470,396	474,171,761	550,889,222	516,622,472
EXPENDITURES				
General Government	58,683,250	62,950,942	88,401,070	61,760,840
Public Safety	52,738,146	56,125,831	58,296,420	61,718,790
Public Works	63,694,421	63,719,814	63,625,517	70,209,959
Culture & Recreation	63,963,078	42,019,536	50,273,347	39,525,476
Community Development	7,471,559	10,166,039	14,062,675	6,375,367
Debt Service	11,451,471	11,336,122	23,030,045	25,563,637
Capital Projects	22,856,191	23,030,045	30,028,974	14,887,087
Transfers Out	13,410,578	24,879,247	11,762,966	12,213,977
Depreciation	167,023	160,000	160,000	-
Event Center	-	-	-	7,214,274
TOTAL EXPENDITURES	294,435,717	294,387,576	339,641,015	299,469,407
ENDING BALANCE	246,034,679	179,784,185	211,248,207	217,153,065

COMBINED BUDGET SUMMARY

FISCAL YEAR 2023-2024

The following table indicates the reasons for projected changes in fund balances/retained earnings of \$5,904,858:

Fund	2022-2023 Year End Estimate	2023-2024 Year End Projection	Difference	Explanation
General Fund	\$28,791,827	\$28,791,827	\$-	The fund is within fund balance policy of 60-90 days of operational expenses.
Debt Service	\$1,002,093	\$1,360,207	\$358,114	The fund balance is restricted to servicing debt.
Neighborhood Reinvestment Fund	\$-	\$-	\$-	The fund is new for FY2024.
TIF	\$11,705,828	\$14,476,334	\$2,770,506	Property and sales tax have been collected in TIF #2. TIF #1 grants are paid annually.
Capital Projects Funds	\$83,278,460	\$82,520,682	\$(757,778)	Restricted revenues are accumulated in the fund and are expended as allowed.
Utility Enterprise Funds (Water & Sewer, Solid Waste, and Drainage Utility)	\$19,163,102	\$20,056,869	\$893,767	These funds are within fund balance policy of 90-120 days.
Event Center	\$-	\$-	\$-	This fund receives a transfer from the General Fund, Event Center Fund and Hotel Fund to assist with operational support.
Golf Course	\$2,441,443	\$2,748,858	\$307,415	If required, this fund receives transfers from the General Fund to ensure positive net position.
Hotel Occupancy Tax	\$1,867,436	\$1,087,418	\$(780,018)	Fund balance is restricted by state law.
Asset Forfeiture	\$156,482	\$317,439	\$160,957	Funds collected in the current year may be appropriated in subsequent years as allowed by law.
Special Revenue	\$360,340	\$478,942	\$118,602	Restricted revenues are accumulated in the fund and are expended as allowed.
Permanent Fund	\$345,706	\$350,221	\$4,515	The fund tracks use of funds from substantial gifts.
Grants	\$238,516	\$238,516	\$-	Funds carried over from prior years are appropriated for allowable expenditures. Expenditures are only for those goods or services as allowed by law, or as approved by the agencies awarding the grants.
Replacement Fund	\$15,136,131	\$15,739,013	\$602,882	Reserves in the fund are used for scheduled replacements of vehicles, technology and equipment. Revenues are received based on the useful life of existing assets, while expenses are based on a set replacement schedule, which is subject to annual management review.
Facility Maintenance	\$907,371	\$1,681,618	\$774,247	Revenues are accumulated in the fund to accommodate the needs of large-scale projects for replacing components of aging facilities.
Risk Management	\$10,435,803	\$9,583,361	\$(852,442)	The working capital is within targeted levels.
Economic Development	\$17,670,986	\$19,560,101	\$1,889,115	Reserves in the fund are used towards economic development incentives, as they arise.
Community Development	\$17,746,684	\$18,161,660	\$414,976	Changes in fund balance are influenced by the timing, size and ability to complete capital projects.
Totals	\$211,248,207	\$217,153,065	\$5,904,858	

2023-2024 PROPOSED ANNUAL BUDGET

<https://www.cityofallen.org/DocumentCenter/View/5398/City-of-Allen-Proposed-Annual-Budget-FY2023-2024>

2024-2028 CAPITAL IMPROVEMENT PROGRAM

<https://www.cityofallen.org/DocumentCenter/View/354/Capital-Improvement-CIP-Program-2024-2028?bidId=>

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE:	September 12, 2023
AGENDA CAPTION:	Conduct a Public Hearing regarding the Fiscal Year 2023-2024 City Tax Rate and adopt an Ordinance setting the Tax Rate for the Fiscal Year 2023-2024 Budget.
STAFF RESOURCE:	Pete Phillis, Chief Financial Officer Mark Davies, Assistant Chief Financial Officer
PREVIOUS COUNCIL ACTION:	On August 8, 2023, City Council Set Tuesday, September 12, 2023, as the Public Hearing Date Regarding the Fiscal Year 2023-2024 City Tax Rate.
STRATEGIC PLANNING GOAL:	Financially Sound and Transparent City Government.

BACKGROUND

The budget process for the City of Allen begins in January and culminates in the action by the City Council to adopt the budget and set the tax rate. This process includes the City Council Budget Workshop that was held August 24-25, among other scheduled meetings.

The proposed tax rate is \$0.420500. September 12, 2023, is the date the Allen City Council set for the public hearing on the tax rate.

State law requires that a vote on the tax increase may not be held later than the seventh day after the date of the public hearing. The governing body may vote on the proposed tax rate at the conclusion of the public hearing. If the governing body does not vote on the proposed tax rate at the public hearing, the governing body shall announce at the public hearing the date, time, and place of the meeting at which it will vote on the proposed tax rate.

After the budget is adopted, the Council must adopt an ordinance setting the tax rate. This action completes the budget process. The tax rate includes two components: a levy for the General Fund (maintenance and operations) and a levy for debt service. The ordinance requires the City's tax collector to collect and deposit those funds in the City's accounts in accordance with the allocation between maintenance and operations and debt as designated in this ordinance.

BUDGETARY IMPACT

The City's proposed budget for Fiscal Year 2023-2024 reflects a tax rate of \$0.4205 per \$100 of appraised valuation. This is a decrease from the current rate of \$0.4212. . It accounts for 48% of the total General Fund budget.

STAFF RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and adopt an Ordinance setting the tax rate of \$0.4205 for the Fiscal Year 2023-2024 budget.

MOTION

I make a motion to adopt a tax rate of \$0.4205 and adopt Ordinance No. _____ setting that tax rate for the Fiscal Year 2023-2024.

ATTACHMENT(S)

Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, LEVYING THE AD VALOREM TAXES FOR THE TAX YEAR 2023 (FISCAL YEAR 2023-2024) AT A RATE OF \$0.420500 PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF ALLEN AS OF JANUARY 1, 2023, TO PROVIDE REVENUE FOR THE PAYMENT OF CURRENT EXPENSES; PROVIDING FOR AN INTEREST AND SINKING FUND FOR ALL OUTSTANDING DEBT OF THE CITY OF ALLEN; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, following public notices duly posted and published in all things as required by law, a public hearing was held on September 12, 2023, by and before the City Council of the City of Allen, the subject of which was the proposed tax rate for the City of Allen for Fiscal Year 2023-2024, submitted by the City Manager in accordance with provisions of the City Charter and state statutes; and

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that the tax rate hereinafter set forth is proper and should be approved and adopted.

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

SECTION 1. There is hereby levied and shall be assessed for the tax year 2023 on all taxable property, real, personal, and mixed, situated within the corporate limits of the City of Allen, Collin County, Texas, and not exempt by the Constitution of the State and valid State laws, a tax of \$0.420500 on each \$100 assessed valuation of taxable property apportioned and distributed as follows:

- (a) For the purpose of defraying the current expenditures of the municipal government of the City of Allen, a tax of \$0.323150 on each and every \$100 assessed value on all taxable property; and
- (b) For the purpose of creating a sinking fund to pay the interest and principal maturities of all outstanding debt of the City of Allen not otherwise provided for, a tax of \$0.97350 on each \$100 assessed value of taxable property within the City of Allen shall be applied to the payment of interest and maturities of all such outstanding debt of the City.

SECTION 2. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR’S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.82 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$7.55.

SECTION 3. All ad valorem taxes shall become due and payable on October 1, 2023, and all ad valorem taxes for the year shall become delinquent if not paid prior to February 1, 2024. There shall be no discount for payment of taxes prior to February 1, 2024. A delinquent tax shall incur all penalty and interest authorized by law, to wit:

- (a) A penalty of six percent on the amount of the tax for the first calendar month it is delinquent, plus one percent for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.
- (b) Provided, however, a tax delinquent on July 1, 2024, incurs a total penalty of twelve percent of the amount of delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at the rate of one percent for each month or portion of a month the tax remains unpaid. Taxes for the year 2023 and taxes for all future years that become delinquent on or after February 1 but not later than May 1, that remain delinquent on July 1 of the year in which they become delinquent, incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty, and interest due, pursuant to Texas Property Tax Code Section 6.30 and 33.07, as amended. Taxes assessed against tangible personal property for the year 2023 and for all future years that become delinquent on or after February 1 of a year incur an additional penalty on the later of the date the personal property taxes become subject to the delinquent tax attorney’s contract, or 60 days after the date the taxes become delinquent, such penalty to be in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 33.11. Taxes for the year 2023 and taxes for all future years that remain delinquent on or after June 1 under Texas Property Tax Code Sections 26.07(f), 26.15(e), 31.03, 31.031, 31.032 or 31.04 incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty, and interest due, pursuant to Texas Property Tax Code Section 6.30 and Section 33.08, as amended.

SECTION 4. The City shall have available all the rights and remedies provided by law for the enforcement of the collection of taxes levied under this Ordinance.

SECTION 5. The tax roll as presented to the City Council, together with any supplements thereto, be, and the same are hereby approved.

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

SECTION 7. All ordinances of the City of Allen, Collin County, Texas, in conflict with the provisions of this Ordinance, be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 8. This Ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 12TH DAY OF SEPTEMBER 2023.

APPROVED:

Baine L. Brooks, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY (9-5-23)

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE: September 12, 2023

AGENDA CAPTION: Appoint to fill expiring terms and vacancies on the following Boards, Commissions, Committees and Corporations: Animal Shelter Advisory Committee, Board of Adjustment/Building and Standards Commission/Sign Control Board, Community Development Corporation Board, Community Engagement Advisory Board, Convention and Visitors Bureau Advisory Board, Economic Development Corporation Board, Keep Allen Beautiful Board, Library Board, Parks and Recreation Board, Planning and Zoning Commission, and Public Art Committee.

STAFF RESOURCE: Shelley George, City Secretary

STRATEGIC PLANNING GOAL: Financially Sound and Transparent City Government.

BACKGROUND

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

MOTION

I make a motion to nominate the following individuals as recommended by the Council Nominating Committee to the designated places on the respective Boards, Commissions, Committees and Corporations.

ATTACHMENT(S)

[Appointment Chart](#)

**2023 COUNCIL NOMINATING COMMITTEE
RECOMMENDATIONS FOR BOARD APPOINTMENTS**

(All recommendations are subject to final approval by the Council)

BOARD NAME	TERM EXPIRES	APPOINTEE
ANIMAL SHELTER ADVISORY COMMITTEE		
Place No. 1	9/30/25	
Place No. 3	9/30/25	
Place No. 5	9/30/25	
Place No. 7	9/30/25	
BOARD OF ADJUSTMENT / BUILDING & STANDARDS COMMISSION / SIGN CONTROL BOARD		
Place No. 1	9/30/25	
Place No. 3	9/30/25	
Place No. 4	9/30/24	
Place No. 5	9/30/25	
Alt. 2	9/30/24	
Alt. 4	9/30/24	
COMMUNITY DEVELOPMENT CORPORATION		
Place No. 1	9/30/25	
Place No. 3	9/30/25	
Place No. 5	9/30/25	
Place No. 7 (Council Position)	9/30/25	
COMMUNITY ENGAGEMENT ADVISORY BOARD		
Place No. 1	9/30/25	
Place No. 3	9/30/25	
Place No. 5	9/30/25	

BOARD NAME	TERM EXPIRES	APPOINTEE
Place No. 7	9/30/25	
CONVENTION AND VISITORS BUREAU ADVISORY BOARD		
Place No. 1	9/30/25	
Place No. 3 (Council Position)	9/30/25	
Place No. 5	9/30/25	
Place No. 7	9/30/25	
ECONOMIC DEVELOPMENT CORPORATION		
Place No. 1 (Council Position)	9/30/26	
Place No. 3	9/30/26	
KEEP ALLEN BEAUTIFUL BOARD		
Place No. 1	9/30/25	
Place No. 3	9/30/25	
Place No. 5	9/30/25	
Place No. 7	9/30/25	
LIBRARY BOARD		
Place No. 1	9/30/25	
Place No. 3	9/30/25	
Place No. 5	9/30/25	
Place No. 7	9/30/25	
PARKS AND RECREATION BOARD		
Place No. 1	9/30/25	
Place No. 3	9/30/25	
Place No. 5	9/30/25	

BOARD NAME	TERM EXPIRES	APPOINTEE
Place No. 7	9/30/25	
PLANNING AND ZONING COMMISSION		
Place No. 2	9/30/26	
Place No. 7	9/30/26	
PUBLIC ART COMMITTEE		
Place No. 1	9/30/25	
Place No. 5	9/30/25	
Place No. 7	9/30/25	

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE: September 12, 2023

AGENDA CAPTION: Calendar

- September 20 - @ 6 p.m. - Allen Heritage Village Dedication Ceremony - 450 St. Mary Drive, Allen.

STRATEGIC PLANNING GOAL: Engaged and Connected Allen Community.

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE: September 12, 2023
AGENDA CAPTION: Items of Interest
STRATEGIC PLANNING GOAL: Engaged and Connected Allen Community.