



**AGENDA
CITY OF ALLEN
CITY COUNCIL REGULAR MEETING
TUESDAY, FEBRUARY 22, 2022 – 7:00 PM
CITY COUNCIL CHAMBERS
ALLEN CITY HALL
305 CENTURY PARKWAY
ALLEN, TX 75013**

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

2. Pledge of Allegiance.

3. Public Recognition.

[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.]

3.1 Citizen's Comments.

3.2 Recognition of the Parks and Recreation Department for Awards Received at the Texas Recreation and Parks Society (TRAPS) Conference.

4. Consent Agenda.

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

4.1 Approve Minutes of the February 8, 2022, Regular City Council Meeting.

4.2 Adopt an Ordinance Amending the Code of Ordinances by Amending Chapter 2, Article VIII, "Code of Conduct" to Amend Section 2-221 "Complaints Against Officers" and to Add Section 2-226 "Acknowledgment of Code of Conduct."

4.3 Adopt a Resolution Amending the City Council's Rules of Order and Procedure.

4.4 Declare a Vacancy in Place No. 1 on the Planning and Zoning Commission.

5. Regular Agenda.

5.1 Conduct a Public Hearing and Adopt an Ordinance to Amend the Development Regulations for Area "1" of Planned Development No. 3 with a Base Zoning of Light Industrial "LI" to allow a Winery Use by Specific Use Permit for Lot 3R2 at Allen Business Centre Addition, Located at 13 Prestige Circle. (Vinum 55 - PD Amendment)

- 5.2 Conduct a Public Hearing and Adopt an Ordinance to Grant a Specific Use Permit for Winery Use of an 8,530± square-foot Portion of a Building Located at 13 Prestige Circle. (Vinum55 - SUP)
- 5.3 Authorize the City Manager to Execute a Contract with Phoenix 1 Restoration and Construction, LLC, for Disassembly, Relocation, and Reconstruction of a Historic Barn from Anna, Texas, to the Allen Heritage Village in the Amount of \$326,600.
- 5.4 Award Bid and Authorize the City Manager to Execute an Agreement with Criterion Contractors, Inc., for Installation of Parking Lot Walls and Fencing at Police Headquarters in the Amount of \$610,000.

6. Other Business.

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

6.1 Calendar.

6.2 Items of Interest.

7. 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.)

7.1 Reconvene and Consider Action on Items Resulting from Executive Session.

8. 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, February 18, 2022, 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
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AGENDA DATE:	February 22, 2022
AGENDA CAPTION:	Approve Minutes of the February 8, 2022, Regular City Council 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

FEBRUARY 8, 2022

Present:

Kenneth M. Fulk, Mayor

Councilmembers:

Baine Brooks, Mayor Pro Tem

Daren Meis

Carl Clemencich

Dave Cornette

Chris Schulmeister

Dave Shafer

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

Rocio Gonzalez, Deputy City Secretary

Pete Smith, City Attorney

Workshop Session

1. Call to Order and Announce a Quorum is Present

With a quorum of the Councilmembers present, the Workshop Session of the Allen City Council was called to order by Mayor Fulk at 6:00 p.m. on Tuesday, February 8, 2022, in the Basement Meeting Rooms of Allen City Hall, 305 Century Parkway, Allen, Texas.

2. Items of Interest

2.1 Review and Update on the Allen Heritage Village Master Plan.

2.2 Committee Updates from City Council Liaisons.

2.3 Questions on Current Agenda.

3. Adjourn to Regular Meeting

With no further discussion, Mayor Fulk adjourned the Workshop Session of the Allen City Council at 6:49 p.m. on Tuesday, February 8, 2022.

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

With a quorum of the Councilmembers present, the Regular Meeting of the Allen City Council was called to order by Mayor Fulk at 7:00 p.m. on Tuesday, February 8, 2022, in the City Council Chambers of Allen City Hall, 305 Century Parkway, Allen, Texas.

2. **Pledge of Allegiance**

3. **Public Recognition**

3.1 **Citizen's Comments.**

3.2 **Presentation of Proclamations by the Office of the Mayor.**

- **Presentation of a Proclamation to Texas Society of Professional Engineers Representatives Proclaiming February 20-26, 2022, as *Engineers Week*.**

4. **Consent Agenda**

Councilmember Shafer requested item 4.6 be removed from the Consent Agenda.

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

4.1 **Approve Meeting Minutes of the January 25, 2022, Regular City Council Meeting.**

4.2 **Adopt a Resolution Ordering the May 7, 2022, Joint General Election and Authorize the City Manager to Enter into a Joint General Election Services Contract with the Elections Administrator of Collin County.**

RESOLUTION NO. 3888-2-22(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ORDERING A JOINT GENERAL ELECTION TO BE HELD ON MAY 7, 2022, FOR THE PURPOSE OF ELECTING THE CITY COUNCILMEMBERS FOR PLACE NOS. 4 AND 6; DESIGNATING LOCATION OF POLLING PLACES; ORDERING NOTICE OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; AUTHORIZING EXECUTION OF JOINT ELECTION AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

4.3 **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 Crim Victim Advocate Position.**

RESOLUTION NO. 3889-2-22(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, TO APPLY FOR, ACCEPT, REJECT, ALTER, OR TERMINATE GRANT # 4461301 A GRANT FROM THE STATE OF TEXAS, OFFICE OF THE GOVERNOR PROVIDING FUNDING FOR A CRIME VICTIM ADVOCATE, IF AWARDED.

- 4.4 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.**

RESOLUTION NO. 3890-2-22(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, TO APPLY FOR, ACCEPT, REJECT, ALTER, OR TERMINATE GRANT # 4280402 A GRANT FROM THE STATE OF TEXAS, OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION PROVIDING FUNDING FOR A MENTAL HEALTH COORDINATOR, IF AWARDED.

- 4.5 Award Bid and Authorize the City Manager to Execute a Contract with Dowager Utility Construction, Ltd., for the US75 and Ridgeview Utility Adjustment Project in the Amount of \$236,035.**
- 4.7 Authorize the City Manager to Purchase a Special Weapons and Tactics (SWAT) Vehicle for the Police Department in the Amount of \$257,600.**
- 4.8 Receive the Quarterly Financial Report for Period Ending December 31, 2021.**
- 4.9 Receive the Quarterly Investment Report for Period Ending December 31, 2021.**

The motion carried.

- 4.6 Authorize the City Manager to Execute a Contract with Arredondo, Zepeda, & Brunz, LLC, for Design of the Rowlett Trail Extension – North Section in the Amount of \$393,075.**

MOTION: Upon a motion made by Councilmember Cornette and a second by Councilmember Schulmeister, the Council voted six (6) for and one (1) opposed, with Councilmember Shafer casting the negative vote, to authorize the City Manager to execute a contract with Arredondo, Zepeda, & Brunz, LLC, for design of the Rowlett Trail Extension – North Section in the amount of \$393,075. The motion carried.

5. Regular Agenda

- 5.1 Conduct a Public Hearing and Adopt an Ordinance to Amend the Development Regulations of Planned Development No. 56 with a Base Zoning of Shopping Center to allow “Restaurant (with drive-in or drive-through)” as a Permitted Use and to Adopt a Concept Plan and Building Elevations for the Property Located at 2021 W. McDermott Drive. (Salad and Go)**

Mayor Fulk opened the public hearing and asked anyone wishing to speak for or against this item to do so at this time.

With no one speaking, Mayor Fulk closed the Public Hearing.

ORDINANCE NO. 3891-2-22: 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 OF TRACT C OF PLANNED DEVELOPMENT “PD” NO. 56 WITH A BASE ZONING OF SHOPPING CENTER “SC”

AND ADOPTING A CONCEPT PLAN AND BUILDING ELEVATIONS RELATING TO THE USE AND DEVELOPMENT OF LOT 1, BLOCK A, CUSTER/MCDERMOTT ADDITION (COMMONLY KNOWN AS 2021 W. MCDERMOTT DRIVE); 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 Schulmeister and a second by Councilmember Meis, the Council voted seven (7) for and none (0) opposed to approve Ordinance No. 3891-2-22, as previously captioned, to amend the Development Regulations of Planned Development No. 56 with a base zoning of Shopping Center and to adopt a Concept Plan and Building Elevations for Lot 1, Block A, Custer/McDermott Addition. The motion carried.

5.2 Authorize the City Manager to Execute a Contract with Whirlix Design, Inc., for Bethany Lakes Park Inclusive Improvements in the Amount of \$220,501.

MOTION: Upon a motion made by Mayor Pro Tem Brooks and a second by Councilmember Schulmeister, the Council voted seven (7) for and none (0) opposed to authorize the City Manager to execute a contract with Whirlix Design, Inc., for Bethany Lakes Park Inclusive Improvements in the amount of \$220,501. The motion carried.

5.3 Authorize the City Manager to Execute a Five-Year License Agreement with Allen Hockey Team, LLC, dba Allen Americans Hockey Club, to Base a Professional East Coast Hockey League Hockey Team at Credit Union of Texas Event Center.

MOTION: Upon a motion made by Councilmember Shafer and a second by Mayor Pro Tem Brooks, the Council voted seven (7) for and none (0) opposed to authorize the City Manager to execute a five-year License Agreement with Allen Hockey Team, LLC, dba Allen Americans Hockey Club, to base a professional East Coast Hockey League Hockey Team at Credit Union of Texas Event Center. The motion carried.

5.4 Authorize the City Manager to Execute a Meet and Confer Agreement with the Allen Firefighters Association.

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 authorize the City Manager to execute a Meet and Confer Agreement with the Allen Firefighters Association. The motion carried.

6. Other Business

6.1 Calendar.

- February 19, 2022 - City Council Strategic Planning Session, 8:30 a.m., Hilton Garden Inn

6.2 Items of Interest.

- Mayor Pro Tem Brooks encouraged the public to attend the City Council Strategic Planning Session on February 19 because this starts the annual budget process.

- Mayor Pro Tem Brooks encouraged the public to participate in the All Community Outreach Golf Tournament at Craig Ranch on March 21.
- Mayor Fulk announced the Boy Scouts of America formed 112 years ago today.
- Mayor Pro Tem Brooks encouraged members of the community to participate in the Allen Citizens Police Academy and to visit AllenPolice.org to learn more.

7. **Executive Session**

The Executive Session was not held.

7.1 **Reconvene and Consider Action on Items Resulting from Executive Session.**

8. **Adjournment**

MOTION: Upon a motion made by Councilmember Schulmeister and a second by Councilmember Shafer, the Council voted seven (7) for and none (0) opposed to adjourn the Regular Meeting of the Allen City Council at 8:01 p.m. on Tuesday, February 8, 2022. The motion carried.

These minutes were approved on the 22nd day of February 2022.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE:	February 22, 2022
AGENDA CAPTION:	Adopt an Ordinance Amending the Code of Ordinances by Amending Chapter 2, Article VIII, "Code of Conduct" to Amend Section 2-221 "Complaints Against Officers" and to Add Section 2-226 "Acknowledgment of Code of Conduct."
STAFF RESOURCE:	Peter G. Smith, City Attorney
PREVIOUS COUNCIL ACTION:	The City Council adopted Ordinance No. 2030-2-02 establishing a Code of Conduct.
STRATEGIC PLANNING GOAL:	Financially Sound and Transparent City Government.

BACKGROUND

The City Council enacted a Code of Conduct policy for all officials, whether elected or appointed, paid or unpaid, who exercises responsibilities beyond those that are advisory in nature, to serve not only as a guide for official conduct of the City's public servants but also as a basis for discipline for those who refuse to abide by its terms, the overriding interest being that such officers of the City shall at all times strive to avoid even the appearance of impropriety.

The City has not amended the Code of Conduct since its establishment in 2002. The Ordinance is based on recommendations reviewed by City Council and City staff. The amendments are not made to address anything that has occurred in the City of Allen but rather based on lessons learned in other cities in which complaints have been filed. The attached redlined document outlines the specific changes.

STAFF RECOMMENDATION

The City Attorney recommends the Allen City Council adopt the proposed Ordinance amending the Code of Conduct.

MOTION

I make a motion to adopt Ordinance No. _____ amending the Code of Conduct.

ATTACHMENT(S)

[Ordinance](#)
[Redlined Ordinance Showing Changes](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 2, ARTICLE VIII, "CODE OF CONDUCT" BY AMENDING SECTION 2-221 "COMPLAINTS AGAINST OFFICERS" TO PROVIDE FOR THE APPOINTMENT OF OUTSIDE COUNSEL TO INVESTIGATE COMPLAINTS AND FOR RESOLUTION OF COMPLAINTS IF OFFICER RESIGNS OR NO LONGER HOLDS OFFICE OR POSITION; BY ADDING SECTION 2-226 "ACKNOWLEDGEMENT OF CODE OF CONDUCT" TO REQUIRE CITY SECRETARY TO PROVIDE COPY OF THE CODE OF CONDUCT TO OFFICERS AND TO OFFICER ACKNOWLEDGEMENT THEREOF; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has reviewed the Code of Conduct and City staff recommendations for amendments to the Code of Ordinances; and,

WHEREAS, the City Council desires to amend the Code of Conduct as set forth herein.

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

SECTION 1. The Code of Ordinances of the City of Allen, Collin County, Texas, be and the same is hereby amended by amending Section 2-221, to read as follows:

"Sec. 2-221. - Complaints against officers.

All complaints or allegations of a violation of this code of conduct against an officer shall be made in writing on a form provided by the city, sworn to before a notary public, and filed of record with the city secretary. Such complaint shall describe in detail the act or acts complained of and the specific section(s) of this code of conduct alleged to have been violated. A general complaint lacking in detail shall not be sufficient to invoke the investigation procedures contained herein; and anonymous complaints shall not be considered. The city secretary shall provide a copy of the complaint to the affected officer, city council and immediately refer the complaint to the city attorney, who shall initially review the complaint to determine if the complaint contains sufficient detail and alleges a violation of the code of conduct. The affected officer may file a written response to the complaint within seven (7) business days after the complaint is filed with the city secretary, who shall forward the response, if any, to the city attorney.

The city attorney shall submit a written report to the council as soon as possible but not later than fifteen (15) business days after the receipt of the complaint, unless an extension is granted by a majority of the non-implicated councilmembers. The city attorney may contact the complainant, interview witnesses, and examine any documents necessary for the report. Such report shall be comprehensive and explain in detail all facts, findings, and conclusions in support of the city attorney's opinion as to whether a violation of this code of conduct occurred. When the city attorney receives a vague complaint or one lacking in detail, the city attorney shall contact the complainant to request a written clarification. If the complainant fails to provide the city attorney with written clarification, or if after written clarification is provided, it is the opinion of the city attorney that the complaint is insufficient in detail and/or fails to

allege a prima facie violation of the code of conduct, a written report to that effect shall be submitted to the city council. If the city attorney determines that a criminal violation may exist, the city attorney shall refer the matter to the appropriate law enforcement agency.

If it is determined by the city attorney that the facts as alleged could constitute a violation of this code of conduct, then the city attorney shall, within fifteen (15) business days after receipt of the complaint, notify the mayor and council members of the existence and nature of the complaint. The mayor or any two (2) members of the city council may cause a meeting of the city council to convene, whether regular or special, within fifteen (15) business days after being so notified by the city attorney to further consider said complaint in executive session. In any event, the city attorney shall immediately proceed to fully investigate the alleged improprieties. For purposes of this investigation, the city attorney shall have all of the powers of investigation as are given to the city council by reason of the City Charter and shall report back to the city council as soon as possible but in no event more than fifteen (15) business days from the date of notification of the city council unless an extension is granted by the city council. Said report shall be comprehensive and explain in detail all facts, findings, and conclusions in support of the city attorney's opinion as to whether a violation of this code of conduct occurred. The city attorney has the same power to subpoena witnesses and the production of documents, books, records, and other evidence as are given the city council under the City Charter when acting pursuant to this subsection.

The city council shall consider the complaint and the city attorney's report at an executive session of the city council. The affected officer may request that the complaint be considered in a public meeting. At such meeting, the city attorney shall present a written report to the city council describing in detail the nature of the complaint and the city attorney's findings and conclusions as to a possible violation of this code of conduct. The affected officer shall have the right to a full and complete hearing before the city council with the opportunity to call and cross-examine witnesses and present evidence in such person's behalf. The non-implicated councilmembers in attendance shall conduct a hearing and review the complaint. The city council may reject the complaint or take action authorized by section 2-222.

No action or decision with regard to the complaint shall be made except in a meeting which is open to the public.

The city council may appoint outside legal counsel or may direct the city attorney to appoint outside legal counsel, or the city attorney in the city attorney's discretion, may appoint outside legal counsel, to perform the duties and responsibilities of the city attorney under subsections this section. The outside legal counsel shall have the same power to subpoena witnesses and the production of documents, books, records, and other evidence as the city attorney under this section when acting pursuant to this section."

A complaint or allegation of a violation of this code of conduct may only be made against an officer while such person holds such position or office. A complaint made against an officer pursuant to this section shall be processed and resolved unless such person resigns from, or ceases to hold such position or office, prior to resolution of the complaint."

SECTION 2. The Code of Ordinances of the City of Allen, Collin County, Texas, be and the same is hereby amended by adding Section 2-226, to read as follows:

"Section 2-226. - Acknowledgement of code of conduct.

The city secretary will provide each officer a copy of the code of conduct at the time such person is initially elected or appointed, and when such person is re-elected or reappointed. Each officer shall within 90 days after such person is initially elected or appointed, and when re-

elected or reappointed, file with the city secretary an acknowledgement, in a form provided by the city secretary, that such person has received a copy of, and has read the code of conduct. The city secretary shall provide a copy of the code of conduct to all officers each time the code of conduct is amended.”

SECTION 3. 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 4. Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this ordinance, 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, which shall remain in full force and effect.

SECTION 5. 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 8TH DAY OF FEBRUARY 2022.

APPROVED:

Kenneth M. Fulk, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
(PGS:1-28-22:TM 127429)

Shelley B. George, TRMC, CITY SECRETARY

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 2, ARTICLE VIII, "CODE OF CONDUCT" BY AMENDING SECTION 2-221 "COMPLAINTS AGAINST OFFICERS" TO PROVIDE FOR THE APPOINTMENT OF OUTSIDE COUNSEL TO INVESTIGATE COMPLAINTS AND FOR RESOLUTION OF COMPLAINTS IF OFFICER RESIGNS OR NO LONGER HOLDS OFFICE OR POSITION; BY ADDING SECTION 2-226 "ACKNOWLEDGEMENT OF CODE OF CONDUCT" TO REQUIRE CITY SECRETARY TO PROVIDE COPY OF THE CODE OF CONDUCT TO OFFICERS AND TO OFFICER ACKNOWLEDGEMENT THEREOF; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has reviewed the Code of Conduct and City staff recommendations for amendments to the Code of Ordinances; and; and

WHEREAS, the City Council desires to amend the Code of Conduct as set forth herein;

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

SECTION 1. The Code of Ordinances of the City of Allen, Collin County, Texas, be and the same is hereby amended by amending Section 2-221, to read as follows:

"Sec. 2-221. - Complaints against officers.

All complaints or allegations of a violation of this code of conduct against an officer shall be made in writing on a form provided by the city, sworn to before a notary public, and filed of record with the city secretary. Such complaint shall describe in detail the act or acts complained of and the specific section(s) of this code of conduct alleged to have been violated. A general complaint lacking in detail shall not be sufficient to invoke the investigation procedures contained herein; and anonymous complaints shall not be considered. The city secretary shall provide a copy of the complaint to the affected officer, city council and immediately refer the complaint to the city attorney, who shall initially review the complaint to determine if the complaint contains sufficient detail and alleges a violation of the code of conduct. The affected officer may file a written response to the complaint within seven (7) business days after the complaint is filed with the city secretary, who shall forward the response, if any, to the city attorney.

The city attorney shall submit a written report to the council as soon as possible but not later than fifteen (15) business days after the receipt of the complaint, unless an extension is granted by a majority of the non-implicated councilmembers. The city attorney may contact the complainant, interview witnesses, and examine any documents necessary for the report. Such report shall be comprehensive and explain in detail all facts, findings, and conclusions in support of the city attorney's opinion as to whether a violation of this code of conduct occurred. When the city attorney receives a vague complaint or one lacking in detail, the city attorney shall contact the complainant to request a written clarification. If the complainant fails to provide the city attorney with written clarification, or if after written clarification is provided,

it is the opinion of the city attorney that the complaint is insufficient in detail and/or fails to allege a prima facie violation of the code of conduct, a written report to that effect shall be submitted to the city council. If the city attorney determines that a criminal violation may exist, the city attorney shall refer the matter to the appropriate law enforcement agency.

If it is determined by the city attorney that the facts as alleged could constitute a violation of this code of conduct, then the city attorney shall, within fifteen (15) business days after receipt of the complaint, notify the mayor and council members of the existence and nature of the complaint. The mayor or any two (2) members of the city council may cause a meeting of the city council to convene, whether regular or special, within fifteen (15) business days after being so notified by the city attorney to further consider said complaint in executive session. In any event, the city attorney shall immediately proceed to fully investigate the alleged improprieties. For purposes of this investigation, the city attorney shall have all of the powers of investigation as are given to the city council by reason of the City Charter and shall report back to the city council as soon as possible but in no event more than fifteen (15) business days from the date of notification of the city council unless an extension is granted by the city council. Said report shall be comprehensive and explain in detail all facts, findings, and conclusions in support of the city attorney's opinion as to whether a violation of this code of conduct occurred. The city attorney has the same power to subpoena witnesses and the production of documents, books, records, and other evidence as are given the city council under the City Charter when acting pursuant to this subsection.

The city council shall consider the complaint and the city attorney's report at an executive session of the city council. The affected officer may request that the complaint be considered in a public meeting. At such meeting, the city attorney shall present a written report to the city council describing in detail the nature of the complaint and the city attorney's findings and conclusions as to a possible violation of this code of conduct. The affected officer shall have the right to a full and complete hearing before the city council with the opportunity to call and cross-examine witnesses and present evidence in such person's behalf. The non-implicated councilmembers in attendance shall conduct a hearing and review the complaint. The city council may reject the complaint or take action authorized by section 2-222.

No action or decision with regard to the complaint shall be made except in a meeting which is open to the public.

The city council may appoint outside legal counsel or may direct the city attorney to appoint outside legal counsel, or the city attorney in the city attorney's discretion, may appoint outside legal counsel, to perform the duties and responsibilities of the city attorney under subsections this section. The outside legal counsel shall have the same power to subpoena witnesses and the production of documents, books, records, and other evidence as the city attorney under this section when acting pursuant to this section."

A complaint or allegation of a violation of this code of conduct may only be made against an officer while such person holds such position or office. A complaint made against an officer pursuant to this section shall be processed and resolved unless such person resigns from, or ceases to hold such position or office, prior to resolution of the complaint."

SECTION 2. The Code of Ordinances of the City of Allen, Collin County, Texas, be and the same is hereby amended by adding Section 2-226, to read as follows:

"Section 2-226. - Acknowledgement of code of conduct.

The city secretary will provide each officer a copy of the code of conduct at the time such person is initially elected or appointed, and when such person is re-elected or reappointed. Each officer shall within 90 days after such person is initially elected or appointed, and when re-

elected or reappointed, file with the city secretary an acknowledgement, in a form provided by the city secretary, that such person has received a copy of, and has read the code of conduct. The city secretary shall provide a copy of the code of conduct to all officers each time the code of conduct is amended.”

SECTION 3. 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 4. Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this ordinance, 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, which shall remain in full force and effect.

SECTION 5. 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 8TH AY OF FEBRUARY 2022.

APPROVED:

Kenneth M. Fulk, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
(PGS:1-28-22:TM 127429)

Shelley B. George, TMRC, CITY SECRETARY

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION
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AGENDA DATE:	February 22, 2022
AGENDA CAPTION:	Adopt a Resolution Amending the City Council's Rules of Order and Procedure.
STAFF RESOURCE:	Peter G. Smith, City Attorney
PREVIOUS COUNCIL ACTION:	Council last amended the Rules of Order on September 12, 2017.
STRATEGIC PLANNING GOAL:	Financially Sound and Transparent City Government.

BACKGROUND

The City Council first adopted Rules of Order in 1999. Section 8.1 of the Rules of Order and Procedure requires the City Council to review and revise the Rules as needed, or at a minimum of every two years. Upon review, it has determined that certain sections of the Rules of Order and Procedure need to be revised to be consistent with current City Council policies and procedures.

STAFF RECOMMENDATION

Staff recommends Council adopt the proposed Resolution amending the City Council Rules of Order and Procedure.

MOTION

I make a motion to adopt Resolution No. _____ amending the City Council Rules of Order and Procedure.

ATTACHMENT(S)

[Resolution](#)
[Redlined Version Showing Changes](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, REVISING CERTAIN SECTIONS OF THE CITY COUNCIL RULES OF ORDER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council previously adopted Rules of Order and Procedure; and,

WHEREAS, Section 8.1 of the Rules of Order and Procedure requires the City Council to review and revise the Rules as needed, or at a minimum of every two years; and,

WHEREAS, upon review, it has been determined that certain sections of the Rules of Order and Procedure need to be revised to be consistent with current City Council policies and procedures.

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

SECTION 1. The City Council Rules of Order and Procedure shall be revised as stated in Exhibit "A."

SECTION 2. This Resolution shall become effective immediately from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 22ND DAY OF FEBRUARY 2022.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

EXHIBIT A

**CITY COUNCIL
RULES OF ORDER AND PROCEDURE**

City of Allen, Texas

Approved by a Vote of the City Council

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1. AUTHORITY

1.1 CHARTER

The City of Allen Charter Sections 2.19 provide that the City Council shall determine its own rules of order of business and procedures for meetings. These shall be in effect upon adoption by the City Council and until such time as amended, suspended or new rules are adopted in the manner provided.

1.2 COUNCIL COMMITTEES

In June of each calendar year the following standing committees and ad hoc committees, each to consist of up to three Councilmembers, shall be recommended for appointment by the Mayor with concurrence through a motion of the entire City Council. Committees shall set the schedule for meetings and may hold additional meetings upon request of a committee member or staff member.

a. Standing Committees

- The Mayor's Committee (membership consisting of the Mayor and the Mayor Pro Tem) which is responsible for review of the City Council meeting agenda prior to posting the final agenda.
- The Finance/Audit Committee which reviews the audit of the organization and any recommended changes to the employee pay and classification plan.
- The Nominating Committee which reviews applications, interviews candidates and makes recommendations to the City Council on appointments to City Boards and Commissions.

b. Ad Hoc Committees

Ad hoc committees are formed on an *as needed* basis with a clearly defined purpose and term, as well as reporting requirements.

1.3 COUNCILMEMBER APPOINTMENTS AND ASSIGNMENTS

In June of each calendar year the Mayor nominates, and the City Council confirms by majority vote of the City Council the Councilmember appointments to outside agencies, committees, task forces, boards and commissions, and liaison appointments to City boards and commissions. Councilmembers provide a link for representing the values, beliefs and position of the City Council to these entities. The representative will periodically report to the City Council on the activities of these organizations.

Council liaisons may attend, but are not required to attend, the meetings of the boards or commissions to which they have been appointed as liaison. Board and commission members may contact their Council liaison concerning items of concern or interest with regard to their appointed board.

1.4 MAYOR TO ACT AS COUNCIL CEREMONIAL REPRESENTATIVE

Pursuant to Charter Section 2.05, the Mayor has been delegated the responsibility to act as the City Council's ceremonial representative at public events and functions. In the Mayor's absence, the Mayor Pro Tem assumes this responsibility. In absence of the Mayor and Mayor Pro Tem, the Mayor will select another Councilmember to assume the responsibility.

1.5 COUNCILMEMBER PARTICIPATION IN COMMUNITY ACTIVITIES

From time to time, Councilmembers may choose to participate in community activities, committees, events and task forces. When a Councilmember participates in these types of activities, the Councilmember is acting as an interested party rather than acting on behalf of the City Council. Acting or participating on behalf of the

City Council is limited to those instances when the City Council has formally designated the Councilmember as its representative for the matter.

2. COUNCIL MEETINGS

2.1 REGULAR MEETINGS

Consistent with Charter Section 2.15, regular meetings of the City Council shall be set by resolution after which time the Council shall meet regularly at least once each month. The meetings are held in the City Council Chambers and begin at 7:00 p.m.

a. Other Locations

The City Council may, from time to time, elect to meet at other locations and upon such election shall give public notice of the change of location in accordance with provisions of State law.

b. Location During Local Emergency

If by reason of fire, flood or other emergency, it is unsafe to meet in the City Council Chambers, the meetings may be held for the duration of the emergency at such other place as may be designated by the Mayor or, in the Mayor's absence, by the Mayor Pro Tem or the City Manager.

c. Cancellation of Meetings

When the day for any regular meeting falls on a legal holiday, the regularly scheduled meeting for such day shall be deemed canceled unless otherwise specified by the City Council. At other times, when the City Council deems appropriate, one or more regular meetings may be canceled by a majority vote of the City Council.

2.2 PRE-COUNCIL MEETING WORKSHOPS

Immediately prior to each regular City Council meeting, beginning at 6:00 p.m., the City Council shall conduct a Workshop in order to allow the City Council to informally review items of interest that may be scheduled for formal presentation at future City Council meetings, or items that are strictly informational in nature. The City Council may not take formal action on items presented at the Workshop but may provide direction and/or guidance to the City staff.

2.3 SPECIAL MEETINGS AND EMERGENCY MEETINGS

Consistent with Charter Section 2.15, special meetings may be called at any time by the Mayor or by two or more members of the City Council. The City Secretary shall post notice thereof as provided by State law. Special meetings may be held at any location in the City as long as such meetings are conducted in accordance with State law. In case of emergency or urgent public necessity which shall be expressed in the notice of the meeting, an emergency meeting may be called by the Mayor or by two members of the City Council, and it shall be sufficient if the notice is posted one hour before the meeting is convened, or as may be required by the Texas Open Meetings Act. Diligent effort to notify all Councilmembers shall be made prior to the emergency meeting.

(Texas Government Code, Section 551.045)

2.4 ADJOURNED MEETINGS

The City Council may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment pursuant to the provisions of the Texas Open Meetings Act.

(Texas Government Code, Section 551)

2.5 EXECUTIVE SESSIONS

The City Council may meet in Executive Session during any workshop regular or special meeting, or anytime otherwise authorized by State law, to consider or hear any matter which is authorized by State law to be heard or considered in Executive Session.

- a. The City Council may exclude from any such Executive Session any person or persons as may be authorized by State law.
- b. The specific Texas Government Code Section authorized for the executive session and the subject matter for consideration shall be announce by the mayor or the presiding officer in an open meeting before such session is held.
- c. Councilmembers may not reveal the nature of discussion from a closed session unless required by State law. Disclosure of the discussion from a closed session is a violation of the Code of Conduct.

2.6 NOTICE OF MEETINGS

Notice of meetings and the agenda for all City Council meetings shall be posted by the City Secretary on the City's official bulletin board and website pursuant to the requirements of the Texas Open Meetings Act. (Texas Government Code, Section 551)

2.7 QUORUM

Charter Section 2.19 states four of the seven-member City Council shall constitute a quorum to do business and the affirmative vote of a majority of those present shall be necessary to adopt any ordinance or resolution, except as required by City Charter or State law.

2.8 CHAIR

Consistent with Charter Section 2.05, the Mayor shall preside at all meetings of the Council. The Mayor may participate in the discussion of all matters coming before the City Council.

The Mayor shall be required to vote as a member on legislative and other matters. The Mayor shall have the authority to preserve order at all City Council meetings, to enforce the rules of the City Council and to determine the order of business under the rules of the Council. The Mayor shall also have the power to administer oaths.

- a. **Absence of Mayor**
Pursuant to Charter Section 2.05, the Council shall elect from among the Councilmembers a Mayor Pro Tem who shall act as Mayor during the absence or disability of the Mayor.
- b. **Absence of Mayor and Mayor Pro Tem**
When the Mayor and Mayor Pro Tem are absent from any meeting of the Council, the members present shall choose another member to act as Mayor Pro Tem and that person shall, for the duration of the meeting, have the powers of the Mayor.

2.9 ATTENDANCE BY THE PUBLIC

Pursuant to Charter Section 2.15, all meetings of the City Council shall be open and public in accordance with the terms of provisions of the Texas Open Meetings Act except the Executive Session or closed meetings allowed by State law.

Citizens and other visitors attending City Council meetings shall observe the same rules of propriety, decorum, and good conduct applicable to members of the City Council.

2.10 MINUTES

In accordance with the provisions of Charter Section 2.18 and 2.19, action minutes of City Council meetings will be kept. Action minutes will include final motions with votes. The minutes will also reflect the names of public speakers.

a. **City Council Approval of Minutes**

Minutes of meetings are generally submitted to the City Council within two weeks for approval. The Mayor and Councilmembers present shall be required to vote on the approval of the minutes, even if absent at the meeting for which the minutes pertain.

b. **Recording of Meetings**

Video or digital recordings of proceedings are maintained by the City Secretary for six months after approval by the City Council or for such other period as may be required by law.

2.11 ESTABLISHING THE CITY COUNCIL MEETING AGENDA

The City Manager shall establish a preliminary City Council meeting agenda based on the policy direction of the Mayor and City Council and specific items of business that require action by the City Council. The City Manager shall review the preliminary agenda with the Mayor's Committee prior to finalizing the final meeting agenda. If an individual Councilmember wants to place an item on the City Council meeting agenda, a written request may be made to the Mayor accompanied by the written support by at least one other Councilmember for the placement of that item on the agenda. The item requested by the Councilmember shall be placed on a City Council agenda within sixty (60) days after the date of such written request.

3. ORDER OF BUSINESS

3.1 GENERAL ORDER

City Council meetings will be generally conducted in the following order, unless otherwise specified. An Executive Session may be held at any time during a workshop, regular or special called meeting consistent with applicable State law.

WORKSHOP AGENDA

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT
QUESTIONS ON CURRENT AGENDA
ITEMS OF INTEREST
ADJOURN TO REGULAR MEETING

REGULAR MEETING AGENDA

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT
PLEDGE OF ALLEGIANCE
PUBLIC RECOGNITION/CITIZENS' COMMENTS
CONSENT AGENDA/APPROVAL OF MINUTES
REGULAR AGENDA
OTHER BUSINESS
EXECUTIVE SESSION (*AS NEEDED*)
ADJOURNMENT

3.2 NUMBERING AND INDEXING OF AGENDA ITEMS

All items of any nature shall be numbered consecutively for purposes of consideration on the agenda. Upon passage, the City Secretary shall separately index all ordinances and resolutions.

3.3 PUBLIC RECOGNITION

All special presentations and announcements will be calendared and coordinated through the City Secretary. A period of time, not to exceed fifteen minutes at each City Council meeting, will be set aside for public recognition.

3.4 CONSENT AGENDA

The Consent Agenda shall contain routine, non-controversial items that require City Council action but need little or no further City Council deliberation.

Agenda items may be removed from the Consent Agenda at the request of a Councilmember or City staff and will be considered after approval of the entire Consent Agenda without the item requested to be removed and the requested item removed from the consent agenda then considered for a separate vote of the City Council.

3.5 ITEMS OF COMMUNITY INTEREST / COMMUNICATIONS

Members of the City Council have the opportunity to briefly comment and notify others of items community interests including; expressions of thanks, congratulations or condolences; holiday schedule information; an honorary or salutory recognition of a public official, public employee, or other citizen; information about a City organized or sponsored event or other social, ceremonial, or community event; announcements involving an imminent threat to the public health and safety of the citizens that has arisen after the posting of the agenda.

3.6 STANDARD ADJOURNMENT

The City Council establishes 11:30 p.m. as the hour of adjournment and will not continue beyond that time without a majority vote of the City Council. To assist in making the determination to continue an item under consideration, the City Council should find that discussion, deliberation and action on the item could be concluded by 12:00 midnight. If agenda items remain after the 11:30 p.m. adjournment, a special meeting may be scheduled, or the items deferred until the next regular meeting. Deferred items will appear first on the regular agenda of the next meeting.

4. RULES OF CONDUCT

4.1 GENERAL PROCEDURE

These rules, consistent with the City Charter and any applicable City ordinance, statute or other legal requirement, shall govern the proceedings of the City Council.

4.2 AUTHORITY OF THE CHAIR

Subject to appeal to the full City Council, the Mayor shall have the authority to prevent the misuse of motions, the abuse of any privilege, or the obstruction of the business of the City Council by ruling any such matter out of order. In so ruling, the Mayor shall be courteous and fair and should presume that the moving party is acting in good faith.

Any member of the City Council may move to require enforcement of the rules, and the affirmative vote of a majority of the City Council shall require the presiding officer to act.

4.3 MAYOR TO FACILITATE COUNCIL MEETINGS

In the role of facilitator, the Mayor will assist the City Council in focusing agenda discussions and deliberations.

4.4 COUNCIL DELIBERATION AND ORDER OF SPEAKERS

The Mayor has been delegated the responsibility to control the debate and the order of speakers. Speakers will generally be called upon in the order of the request to speak. With the concurrence of the Mayor, a Councilmember holding the floor may address a question to another Councilmember and that Councilmember may respond while the floor is still held by the Councilmember asking the question. A Councilmember may opt not to answer a question while another Councilmember has the floor.

4.5 LIMIT DELIBERATIONS TO ITEM AT HAND

Councilmembers will limit their comments to the subject matter, time or motion being currently considered by the City Council.

4.6 LENGTH OF COUNCIL COMMENTS

Councilmembers will govern themselves as to the length of their comments or presentation. As a courtesy, the Mayor will advise a Councilmember who has been speaking for over five minutes. This procedure is not meant to limit debate or to cut comments short, but rather to assist Councilmembers in their efforts to communicate concisely.

4.7 OBTAINING THE FLOOR

Any member of the City Council wishing to speak must first obtain the floor by being recognized by the Mayor. The Mayor must recognize any Councilmember who seeks the floor when appropriately entitled to do so.

4.8 MOTIONS

Motions may be made by any member of the City Council, including the Mayor or the then presiding officer, provided that before the Mayor or the then presiding officer offers a motion, the opportunity for making a motion should be offered to other members of the City Council. Any member of the City Council, other than the person offering the motion, may second a motion.

4.9 PROCEDURES FOR MOTIONS

The following is the general procedure for making motions:

- a. Before a motion can be considered or debated it must be seconded.
- b. A Councilmember who wishes to make a motion should do so through a verbal request to the Mayor.
- c. A Councilmember who wishes to second a motion should do so through a verbal request to the Mayor.
- d. Once the motion has been properly made and seconded, the Mayor shall open the matter for discussion offering the first opportunity to the moving party and, thereafter, to any Councilmember properly recognized by the Mayor.
- e. Once the matter has been fully discussed and the Mayor calls for a vote, no further discussion will be allowed, provided, however, Councilmembers may be allowed to explain their vote.
- f. The following motions are as examples of possible motions. Councilmembers may word motions in any common manner provided such motions and intended action is clear. The Mayor or then presiding

officer will confirm that each of the Councilmembers understand the motion prior to calling for a vote on the motion.

- g. When a motion is on the floor and an amendment is offered, the amendment should be acted upon prior to acting on the main motion. No motion of a subject different from that under consideration shall be admitted as an amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order. Action shall be taken on the amended amendment prior to any other action to further amend the original motion.

MOTION TO APPROVE OR DENY

A motion to approve or deny is a proposal to take a specific action. The maker of the motion may state “I make a motion to approve /deny Agenda Item #” or may state the recommended motion (under state law, certain motions require specific language in which case staff will provide the specific motion in the packet that the specific language must be used), or such person may state the agenda caption although it is not necessary.

MOTION TO APPROVE WITH AMENDMENTS

A motion to approve a specific action may include amendments recommended by a board, city attorney, another Councilmember, or staff. The maker of the motion may state “I make a motion to approve Agenda Item # with the following amendment(s)...” or state recommended motion or the agenda caption with the amendment included.

MOTION FOR RECONSIDERATION

A motion for reconsideration indicates a councilmember wants the City Council to reconsider a prior action of the City Council and if successful, for the City Council to consider taking different action. A motion to reconsider may be made at the same meeting or at the next succeeding meeting following the relevant City Council action, provided the reconsideration request complies with the requirements of the Texas Open Meetings Act and applicable law. If the motion to reconsider a prior action is not made at the same meeting such motion and the related agenda item must be posted on the agenda for the meeting at which the motion is to be reconsidered. The maker of the motion may state: “I make a motion to reconsider Agenda Item #” or may state the full agenda caption. If that motion fails, then the matter is not finally concluded. If the motion to reconsider passes, then a motion is then made for the different action.

A motion for reconsideration may only be made by a Councilmember who voted with the majority of the City Council on the action proposed to be reconsidered by the City Council. Any member of the City Council may second a motion for reconsideration.

MOTION TO ADJOURN

A motion to adjourn is to end a meeting. The maker of the motion may state “I make a motion to adjourn the meeting.”

WITHDRAWAL OF MOTION

A withdrawal of motion indicates a motion may be withdrawn or modified by the Councilmember who originally made the motion at any time prior to its passage. If a motion is withdrawn the Councilmember who originally made the motion, or another Councilmember may then make motion to be seconded by another Councilmember.

MOTION TO SET ASIDE STANDARD ADJOURNMENT

A motion to set aside the standard adjournment time of 11:30 p.m. allows the City Council to finish the agenda items before midnight. The maker of the motion may state: “I make a motion to set aside the standard adjournment time to complete business before City Council by midnight.”

MOTION TO CONTINUE A PUBLIC HEARING

The City Council may continue a public hearing to a date time certain unless state law provides otherwise. The maker of the motion may state “I make a motion to continue the public hearing to xxx date at xxx time”. This motion will avoid the City of paying the cost of having to re-advertise or publish notice of the public hearing in the newspaper.

MOTION TO REFER OR POSTPONE

The City Council may not be able to complete its discussion of an agenda item, may require the City staff to provide further information or require the matter to be reconsidered by the planning and zoning commission or other applicable board. In such event the City Council may postpone consideration of the agenda item to a date time certain or subsequent council meeting (or for example until such time as City staff can provide the requested information) or refer the matter back to the planning and zoning commission or other applicable board to reconsider the agenda item.

4.10 VOTING

Abstention

- a. If a Councilmember abstains because of a legal conflict of interest, such member is not counted as present for quorum purposes and is not deemed to be “voting” for purposes of determining whether there has been a “majority vote of those voting and present.”
- b. When the Mayor or a Councilmember abstains because of a legal conflict of interest, the Mayor or such Councilmember must file an affidavit with the City Secretary stating the nature and extent of the conflict before the agenda item is announced by the Mayor. The Mayor or City Secretary shall briefly state, on the record, the nature of the conflict of the Councilmember. State law requires the inclusion of this information in the public record. A Councilmember with a legal conflict of interest shall excuse themselves from the dais for that portion of the Council meeting and may return once the Council has completed action on the agenda item.

Tie Votes

A tie vote results in a lost motion. In such an instance, any member of the City Council may offer a motion for further action. If there is not an affirmative vote, the result is no action. If the matter involves an appeal and an affirmative vote does not occur, the decision appealed stands as decided by the decision-making person or body from which the appeal was taken.

Charter or Statute Voting Requirements

Some actions taken by the City Council require more than a simple majority vote of the Councilmembers present for approval as may be required by either the Charter or State statutes.

- a. **Charter Amendment – Two-thirds Vote**

An Ordinance submitting a proposed Charter amendment must be adopted by a two-thirds vote of the entire City Council.

[Texas Local Government Code, Article XI, Section 5, Texas Constitution, Section 9.002(a)]

b. **Protested Changes in Zoning Ordinance – Three-fourths Vote**

If a proposed change to a zoning regulation or boundary is protested by owners of twenty percent or more of the area of the lots or land included in such proposed change, or of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet there from in accordance with Chapter 211 of the Texas Local Government Code, as amended, the affirmative vote of at least three-fourths of the entire City Council is required for the proposed change to take effect

An affirmative vote of at least three-fourths of the entire City Council is required to overrule a recommendation of the Planning and Zoning Commission that a proposed change to a zoning be denied. (Texas Local Government Code, Section 211.006(d); Allen Land Development Code)

If a Councilmember has abstained because of a legal conflict of interest and, filed the required affidavit, the number of the members of full City Council is reduced by the number of such conflicted Councilmembers.

4.11 NON-OBSERVANCE OF RULE

Rules adopted to expedite and facilitate the transaction of the business of the City Council in an orderly fashion shall be deemed to be procedural only, and the failure to strictly observe any such rules shall not affect the jurisdiction of, or invalidate any action taken by, the City Council.

5. PUBLIC HEARINGS

5.1 GENERAL PROCEDURE

The City Council procedure for the conduct of Public Hearings is generally as follows:

- a. Staff presents its report.
- b. Councilmembers may ask questions of staff.
- c. The applicant or appellant then has the opportunity to present comments, testimony, or arguments. In the case of an appeal when the appellant is different from the applicant, the appellant should be called upon first to provide comments or testimony. The applicant or appellant shall have a total of fifteen minutes for a presentation when recognized by the Mayor or presiding officer. The initial comments or presentation shall be limited to ten minutes and the rebuttal or concluding comments shall be limited to five minutes.
- d. Councilmembers may ask questions of the applicant and/or appellant.
- e. The Mayor opens the Public Hearing.
- f. Members of the public are provided with the opportunity to ask questions or make comments relevant to the matter being heard. All individuals addressing the Council shall state their name and address for the record.
- g. The Mayor closes the Public Hearing.
- h. The City Council deliberates on the issue.
- i. If the City Council raises new issues through deliberation and seeks to take additional public testimony, the Public Hearing must be reopened. At the conclusion of the public testimony, the Public Hearing is again closed.

- j. The City Council deliberates and takes action.
- k. The Mayor announces the final decision of the City Council.

5.2 CONTINUANCE OF HEARINGS

Any Public Hearing being held by the City Council may by motion, be continued to a subsequent meeting date and time certain.

5.3 PUBLIC DISCUSSION AT HEARINGS

When a matter for Public Hearing comes before the City Council, the Mayor will open the Public Hearing. Upon opening the Public Hearing and before any motion is adopted related to the merits of the issue to be heard, the Mayor shall inquire if there is anyone present who desires to speak on the matter which is to be heard or to present evidence regarding the matter. A Public hearing no matter what the subject matter is not a question-and-answer period. Speakers must address their comments to the City Council. Councilmembers should not address members of the public (other than the applicant or the applicant's representative) during a public hearing. After all members of the public who requested to speak have spoken, the City staff, Mayor or Councilmembers may respond to any questions or issues raised by members of the public.

- a. ***Public Member Request to Speak***

Any person wishing to speak at a Public Hearing scheduled on the agenda shall complete a Public Meeting Appearance Card prior to the matter being reached and present it to the City Secretary. Upon being recognized by the Mayor, the person may speak or present evidence relevant to the matter being heard. No person may speak without first being recognized by the Mayor. All persons wishing to speak on the matter shall be limited to three minutes each and there shall be a cumulative limit of sixty minutes for all those speaking in favor of an item and a like limit for those speaking in opposition. The time limit may be extended by the Mayor or by a majority vote of the City Council.

- b. ***Time Limits***

The Mayor, with the concurrence of the City Council, may extend or limit any of the enumerated time allocations based on the complexity of the item and the number of persons wishing to speak on the item.

- c. ***Materials for Public Record***

All persons interested in the matter being heard by the City Council shall be entitled to submit written evidence or remarks, as well as other graphic evidence. All such evidence presented will be retained by the City Secretary's Office as part of the record of the hearing, in accordance with the requirements of State law.

- d. ***Germane Comments***

During the Public Hearing, no person will be permitted to speak about matters or present evidence which is not germane to the matter being considered. A determination of relevance shall be made by the Mayor but may be appealed to the City Council.

5.4 COMMUNICATIONS AND PETITIONS

Written communications and petitions concerning the subject matter of the hearing will be noted, read aloud, or summarized by the Mayor or City Secretary. A reading in full shall take place if requested by any member of the City Council.

6. ADDRESSING THE CITY COUNCIL

6.1 STAFF PRESENTATIONS

Staff presentations will be concise and will provide factual background information on the item as well as a recommendation for the City Council.

6.2 ORAL PRESENTATIONS BY MEMBERS OF THE PUBLIC

The following procedures will guide oral presentations by members of the public at City Council meetings:

- a. Prior to the meeting or during the meeting prior to a matter being reached, persons wishing to address the City Council should complete a Public Meeting Appearance Card and present it to the City Secretary.
- b. When called upon, the person should come to the podium state such person's name and address for the record, and, if speaking for an organization or other group, identify the group represented.
- c. All remarks should be addressed to the City Council as a whole, not to individual members.
- d. Questions, if any, should be directed to the presiding officer who will determine whether, or in what manner, an answer will be provided.

6.3 CITIZENS' COMMENTS; AND RIGHT TO SPEAK

Citizens Comments. This portion of the City Council meeting is set aside for members of the public to address the City Council on any item of business that is not formally scheduled on the agenda or scheduled as a Public Hearing. Members of the public should complete a Public Meeting Appearance Card prior to the commencement of the meeting and present it to the City Secretary.

- a. ***Timing***
Citizens' Comments are generally permitted at the beginning of the regular City Council meeting, as specified on the agenda. Presentations shall be limited to three minutes each, but may be extended for an additional two minutes with approval of the Mayor or by a majority of the City Council. Citizens' Comments shall be limited to a cumulative total not to exceed fifteen minutes for all speakers.
- b. ***City Business***
Presentations under Citizens' Comments are limited to items within the subject matter jurisdiction of the City.
- c. ***No Council Deliberations***
In compliance with the Texas Open Meetings Act, the City Council may not deliberate or vote on any matter raised in Citizens' Comments, except for the purpose of determining whether such matter should be placed on a future City Council agenda. The Mayor, however, may request the City Manager to provide additional information on a matter of general interest to the full City Council, the public at large and to the citizen making the comment.

Right to Speak. Texas Government Code Section 551.007 requires the City Council to allow a citizen to address the City Council prior to the City Council taking action on an item listed on the meeting agenda for action. The right of the public to speak does not include items on the agenda for a workshop or discussion items listed on the meeting agenda. A person who wants to speak and address the City Council regarding an item listed on the agenda for action shall complete a Public Meeting Appearance Card prior to the commencement of the meeting and present it to the City Secretary. The citizen may either speak during the

Citizen Comments portion of the meeting or when the item is reached on the agenda after being recognized by the Mayor or presiding officer.

6.4 POWERPOINT PRESENTATIONS

Members of the public may present a PowerPoint software presentation to the City Council utilizing the City's audio/visual equipment.

- a. All PowerPoint presentations must comply with applicable time limits for oral presentations and cumulative time limits. Presentations should be planned with flexibility to adjust to any changes in these time limits.
- b. All PowerPoint presentations must be submitted to the City Secretary already formatted in PowerPoint no later than 5:00 p.m. the day before the City Council meeting via email or flash drive.
- c. Any files or flash drives submitted believed to contain viruses or are unable to be scanned for viruses by City equipment will not be permitted.
- d. If compatibility or viruses are at issue, a member of the public may provide a printed hard copy of the PowerPoint presentation to be projected onto the screen via a visual projector during the presentation or may make the PowerPoint presentation on their own equipment.

6.5 PUBLIC MEETING APPEARANCE CARDS

Public Meeting Appearance Cards may be used by members of the public who do not wish to or cannot verbally address the City Council during a meeting. A person may indicate such person's comments and support or opposition for an agenda item on a Public Meeting Appearance Card. During the public hearing regarding the item or prior to taking action on an item on the agenda, the Mayor will indicate that the City Council has received written comments from (name of persons) in support of the project or issue and from (name of persons) in opposition. The minutes will reflect the City Council's receipt of written comments in support or opposition of the project or issue.

6.6 REPETITIOUS COMMENTS PROHIBITED

- a. A speaker shall not present the same or substantially the same items or arguments to the Council repeatedly or be repetitious in presenting their oral comments. Nothing in the foregoing precludes submission of comments to the City Council in writing, for such action or non-action as the Council, in its discretion, may deem appropriate.
- b. In order to expedite matters and to avoid repetitious presentations, the designation of a spokesperson is encouraged. Whenever any group of individuals wishes to address the Council on the same subject matter, those individuals are encouraged to designate a spokesperson to address the City Council. With the consent of the City Council, the Mayor may extend the time allocation for a designated spokesperson.

6.7 WAIVER OF RULES

Any of the foregoing rules may be waived or suspended by a majority vote of the Councilmembers present when it is deemed that there is good cause to do so, based upon the particular facts and circumstances involved.

6.8 NON-EXCLUSIVE RULES

The rules set forth are not exclusive and do not limit the inherent power and general legal authority of the City Council, or of its presiding officer, to govern the conduct of City Council meetings as may be considered

appropriate from time to time, or in particular circumstances, for purposes of orderly and effective conduct of the affairs of the City.

7. COUNCILMEMBER ADMINISTRATIVE SUPPORT

7.1 MAIL

All general mail will be opened and date stamped and distributed to individual Councilmembers.

a. ***Letters Addressed to the Mayor and City Council***

All letters addressed to the Mayor and City Council requiring a response from staff will be copied to all Councilmembers with a note as to which staff person will be preparing a response for the Mayor's signature. A copy of the response, along with the original letter, will be provided to each Councilmember.

Letters addressed to the Mayor and City Council that do not require a response but provide information on City Council agenda items or like matters are copied to the full City Council.

b. ***Letters Addressed to Individual Councilmembers***

All letters addressed to individual Councilmembers requiring a response from staff are copied to all Councilmembers with a note as to which staff person will be preparing a response for the addressee's signature. Copies of the responses, along with the original letters, are provided to the full City Council.

Letters addressed to individual Councilmembers that do not require a response from staff but provide information on City Council matters are copied to the full City Council.

Cards and other Councilmember mail marked "personal" will not be opened and will not be copied to the full City Council.

7.2 CITY COUNCIL CORRESPONDENCE

All Councilmember correspondence prepared with City resources (letterhead, typing, staff support, postage, etc.) will reflect the position of the full City Council, not individual Councilmember's positions.

Personal Correspondence

City Councilmembers will be provided individual stationery and envelopes to use for official communications reflecting their individual position as a Councilmember.

7.3 CLERICAL SUPPORT

The City Secretary's Office will coordinate the typing of correspondence requested by individual Councilmembers. All correspondence typed for Councilmembers will be on City letterhead and will reflect the position of the full City Council and will be copied to the full City Council.

7.4 MASTER CALENDAR

A master calendar of City Council events, functions or meetings will be maintained by the City Secretary's Office and provided to the full City Council.

Functions, events or meetings to be attended by individual Councilmembers will only be included on the master calendar at the request of individual Councilmembers.

7.5 REQUESTS FOR RESEARCH OR INFORMATION

Councilmembers may request information or research from staff on a given topic through the City Manager. Requests for policy direction will be brought to the full City Council at a regular meeting for consideration. All written products will be copied to the full City Council. The City Manager will determine if extensive staff time and resources are required to accomplish the request. If so, the City Manager may present that request to the full City Council prior to proceeding. Councilmembers may similarly request information from the City Attorney, City Secretary and Municipal Judge. If significant resources are required, the City Attorney, City Secretary or Municipal Judge will ask the City Manager to place the request on a City Council agenda for approval prior to any action.

7.6 CITY COUNCIL NOTIFICATION OF SIGNIFICANT INCIDENTS

In conjunction with the City's public safety departments and the Public and Media Relations Director, the City Manager's Office will coordinate the notification to the City Council of major crime, fire or other disasters or incidents.

8. PROCEDURES ADMINISTRATION

8.1 BIENNIAL REVIEW OF CITY COUNCIL PROCEDURES

The City Council will review and revise the City Council Rules of Order and Procedure as needed, and at a minimum, every two years.

8.2 ADHERENCE TO PROCEDURES

During City Council discussions, deliberations and proceedings, the Mayor has been delegated the primary responsibility to ensure that the City Council, staff and members of the public adhere to the Council's adopted procedures.

8.3 CITY ATTORNEY AS PROCEDURE ADVISOR

The City Attorney assists the Mayor and City Council as a resource and as an advisor for interpreting the City Council's adopted rules and procedures.

8.4 APPLICABILITY OF PROCEDURES

The City Council Rules of Order and Procedures shall also apply to the City Council when sitting as other entities or agencies. The role of Mayor and Mayor Pro Tem shall be interchangeable with the Chair and Vice Chair, or President and Vice President when sitting as another entity.

**CITY COUNCIL
RULES OF ORDER AND PROCEDURE**

City of Allen, Texas

**Approved by a Vote of the City Council
on**

**December 16, 1999, by Resolution No. 1787-12-99(R)
Amended June 25, 2002, by Resolution No. 2060-6-02(R)
Amended October 25, 2005, by Resolution No. 2450-10-05(R)
Amended November 13, 2007, by Resolution No. 2673-11-07(R)
Amended September 22, 2009, by Resolution No. 2858-9-09(R)
Amended September 22, 2015, by Resolution No. 3330-9-15(R)**

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1. AUTHORITY

1.1 CHARTER

The City of Allen Charter Sections ~~2.18 and~~ 2.19 provide that the City Council shall determine its own rules of order of business and procedures for meetings. These shall be in effect upon adoption by the City Council and until such time as amended, suspended or new rules are adopted in the manner provided.

1.2 COUNCIL COMMITTEES

~~In June of each calendar year~~~~At the commencement of the City Council year,~~ the following standing committees and ad hoc committees, each to consist of up to three Councilmembers, shall be recommended for appointment by the Mayor with concurrence through a motion of the ~~entire~~full City Council. Committees shall set the schedule for meetings and may hold additional meetings upon request of a committee member or staff member.

a. Standing Committees

- The Mayor's Committee (membership consisting of the Mayor and the Mayor Pro Tem) which is responsible for review of the City Council meeting agenda prior to posting the final agenda.
- The Finance/Audit Committee which reviews the audit of the organization and any recommended changes to the employee pay and classification plan.
- The Nominating Committee which reviews applications, interviews candidates and makes recommendations to the City Council on appointments to City Boards and Commissions.

b. Ad Hoc Committees

Ad hoc committees are formed on an *as needed* basis with a clearly defined purpose and term, as well as reporting requirements.

1.3 COUNCILMEMBER APPOINTMENTS AND ASSIGNMENTS

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

Council liaisons may attend, but are not required to attend, the meetings of the boards or commissions to which they have been appointed as liaison. Board and commission members may contact their Council liaison concerning items of concern or interest with regard to their appointed board.

1.4 MAYOR TO ACT AS COUNCIL CEREMONIAL REPRESENTATIVE

~~Pursuant~~According to Charter Section 2.05, the Mayor has been delegated the responsibility to act as the City Council's ceremonial representative at public events and functions. In the Mayor's absence, the Mayor Pro Tem assumes this responsibility. In ~~absence of both~~ the Mayor's and Mayor Pro Tem's ~~absence~~, the Mayor will ~~select~~appoint another Councilmember to assume the responsibility.

1.5 COUNCILMEMBER PARTICIPATION IN COMMUNITY ACTIVITIES

From time to time, Councilmembers may choose to participate in community activities, committees, events and task forces. When a Councilmember participates in these types of activities, the Councilmember is acting

as an interested party rather than acting on behalf of the City Council. Acting or participating on behalf of the City Council is limited to those instances when the City Council has formally designated the Councilmember as its representative for the matter.

2. COUNCIL MEETINGS

2.1 REGULAR MEETINGS

Consistent with Charter Section 2.15, regular meetings of the City Council shall be set by resolution after which time the Council shall meet regularly at least once each month. The meetings are held in the City Council Chambers and begin at 7:00 p.m.

a. **Other Locations**

The City Council may, from time to time, elect to meet at other locations and upon such election shall give public notice of the change of location in accordance with provisions of State law.

b. **Location During Local Emergency**

If by reason of fire, flood or other emergency, it is unsafe to meet in the City Council Chambers, the meetings may be held for the duration of the emergency at such other place as may be designated by the Mayor or, in the Mayor's absence, by the Mayor Pro Tem or the City Manager.

c. **Cancellation of Meetings**

When the day for any regular meeting falls on a legal holiday, the regularly scheduled meeting for such day shall be deemed canceled unless otherwise specified by the City Council. At other times, when the City Council deems appropriate, one or more regular meetings may be canceled by a majority vote of the City Council.

2.2 PRE-COUNCIL MEETING WORKSHOPS

Immediately prior to each regular City Council meeting, beginning at 6:00 p.m., the City Council shall conduct a Workshop in order to allow the City Council to informally review items of interest that may be scheduled for formal presentation at future City Council meetings, or items that are strictly informational in nature. The City Council may not take formal action on items presented at the Workshop but may provide direction and/or guidance to the City staff.

2.3 SPECIAL MEETINGS AND EMERGENCY MEETINGS

Consistent with Charter Section 2.15, special meetings may be called at any time by the Mayor or by two or more members of the City Council. The City Secretary shall post notice thereof as provided by State law. Special meetings may be held at any location in the City as long as such meetings are conducted in accordance with State law. In case of emergency or urgent public necessity which shall be expressed in the notice of the meeting, an emergency meeting may be called by the Mayor or by two members of the City Council, and it shall be sufficient if the notice is posted on~~etwo~~ hours before the meeting is convened, or as may be required by the Texas Open Meetings Act. Diligent effort to notify all Councilmembers shall be made prior to the emergency meeting.

(Texas Government Code, Section 551.045)

2.4 ADJOURNED MEETINGS

The City Council may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment pursuant to the provisions of the Texas Open Meetings Act.

(Texas Government Code, Section 551)

2.5 EXECUTIVE SESSIONS

The City Council may meet in Executive Session during any workshop regular or special meeting, or anytime otherwise authorized by State law, to consider or hear any matter which is authorized by State law to be heard or considered in Executive Session.

- a. The City Council may exclude from any such Executive Session any person or persons as which it is may be authorized by State law ~~to exclude from such sessions~~.
- b. The specific Texas Government Code Section authorized for the executive session and the general subject matter for consideration shall be announce by the mayor or the presiding officer ~~expressed~~ in an open meeting before such session is held.
- c. Councilmembers may not reveal the nature of discussion from a closed session unless required by State law. Disclosure of the discussion from a closed session is a violation of the Code of Conduct.

2.6 NOTICE OF MEETINGS

Notice of meetings and the agenda for all City Council meetings shall be posted by the City Secretary on the City's official bulletin board and website pursuant to the requirements of the Texas Open Meetings Act. (Texas Government Code, Section 551)

2.7 QUORUM

Charter Section 2.19 states four ~~members~~ of the seven ~~-~~member City Council shall constitute a quorum to do business and the affirmative vote of a majority of those present shall be necessary to adopt any ordinance or resolution, except as required by City Charter or State law.

2.8 CHAIR

Consistent with Charter Section 2.05, the Mayor shall preside at all meetings of the Council. The Mayor may participate in the discussion of all matters coming before the City Council.

The Mayor shall be required to vote as a member on legislative and other matters. The Mayor shall have the authority to preserve order at all City Council meetings, to enforce the rules of the City Council and to determine the order of business under the rules of the Council. The Mayor shall also have the power to administer oaths.

- a. **Absence of Mayor**
Pursuant to Charter Section 2.05, the Council shall elect from among the Councilmembers a Mayor Pro Tem who shall act as Mayor during the absence or disability of the Mayor.
- b. **Absence of Mayor and Mayor Pro Tem**
When the Mayor and Mayor Pro Tem are absent from any meeting of the Council, the members present shall choose another member to act as Mayor Pro Tem and that person shall, for the duration of the meeting, have the powers of the Mayor.

2.9 ATTENDANCE BY THE PUBLIC

Pursuant to Charter Section 2.15, all meetings of the City Council shall be open and public in accordance with the terms of provisions of the Texas Open Meetings Act except the Executive Session or closed meetings allowed by State law.

Citizens and other visitors attending City Council meetings shall observe the same rules of propriety, decorum, and good conduct applicable to members of the City Council.

2.10 MINUTES

In accordance with the provisions of Charter Section 2.18 and 2.19, action minutes of City Council meetings will be kept. Action minutes will include final motions with votes. The minutes will also reflect the names of public speakers.

a. **City Council Approval of Minutes**

Minutes of meetings are generally submitted to the City Council within two weeks for approval. The Mayor and Councilmembers present shall be required to vote on the approval of the minutes, even if absent at the meeting for which the minutes pertain.

b. **Recording of Meetings**

Video or digital recordings of proceedings are maintained by the City Secretary for six months after approval by the City Council or for such other period as may be required by law.

2.11 ESTABLISHING THE CITY COUNCIL MEETING AGENDA

The City Manager shall establish a preliminary City Council meeting agenda based on the policy direction of the Mayor and City Council and specific items of business that require action by the City Council. The City Manager shall review the preliminary agenda with the Mayor's Committee prior to finalizing the final meeting agenda. If an individual Councilmember wants to place an item on the City Council meeting agenda, a the written request may be made to the Mayor accompanied by the written or by seeking the support by at least of one other Councilmember for the placement of that item on the agenda. The request item requested by the Councilmember shall be placed on a City Council agenda within sixty (60) days after the date of such written request shall be made prior to the Mayor's Committee meeting where the agenda is finalized.

3. ORDER OF BUSINESS

3.1 GENERAL ORDER

City Council meetings will be generally conducted in the following order, unless otherwise specified. An Executive Session may be held at any time during a workshop, regular or special called meeting consistent with applicable State law.

WORKSHOP AGENDA

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT
QUESTIONS ON CURRENT AGENDA
ITEMS OF INTEREST
ADJOURN TO REGULAR MEETING

REGULAR MEETING AGENDA

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT
PLEDGE OF ALLEGIANCE
PUBLIC RECOGNITION/CITIZENS' COMMENTS
CONSENT AGENDA/APPROVAL OF MINUTES
REGULAR AGENDA
OTHER BUSINESS
EXECUTIVE SESSION (*AS NEEDED*)
ADJOURNMENT

3.2 NUMBERING AND INDEXING OF AGENDA ITEMS

All items of any nature shall be numbered consecutively for purposes of consideration on the agenda. Upon passage, the City Secretary shall separately index all ordinances and resolutions.

3.3 PUBLIC RECOGNITION

All special presentations and announcements will be calendared and coordinated through the City Secretary. A period of time, not to exceed fifteen minutes at each City Council meeting, will be set aside for public recognition.

3.4 CONSENT AGENDA

The Consent Agenda shall contain routine, non-controversial items that require City Council action but need little or no further City Council deliberation.

Agenda items may be removed from the Consent Agenda atby the request of a Councilmembers or City staff and will be considered after approval of the entire Consent Agenda without the item requested to be removed and the requested item removed from the consent agenda then considered for a separate vote of the City Council.

3.5 ITEMS OF COMMUNITY INTEREST / COMMUNICATIONS

Members of the City Council have the opportunity to briefly comment and notify others of items community interests including; expressions of thanks, congratulations or condolences; holiday schedule information; an honorary or salutary recognition of a public official, public employee, or other citizen; information about a City organized or sponsored event or other social, ceremonial, or community event; announcements involving an imminent threat to the public health and safety of the citizens that has arisen after the posting of the agenda.

3.6 STANDARD ADJOURNMENT

The City Council establishes 11:30 p.m. as the hour of adjournment and will not continue beyond that time without a majority vote of the City Council. To assist in making the determination to continue an item under consideration, the City Council should find that discussion, deliberation and action on the item could be concluded by 12:00 midnight. If agenda items remain after the 11:30 p.m. adjournment, a special meeting may be scheduled, or the items deferred until the next regular meeting. Deferred items will appear first on the regular agenda of the next meeting.

4. RULES OF CONDUCT

4.1 GENERAL PROCEDURE

These rules, consistent with the City Charter and any applicable City ordinance, statute or other legal requirement, shall govern the proceedings of the City Council.

4.2 AUTHORITY OF THE CHAIR

Subject to appeal to the full City Council, the Mayor shall have the authority to prevent the misuse of motions, the abuse of any privilege, or the obstruction of the business of the City Council by ruling any such matter out of order. In so ruling, the Mayor shall be courteous and fair and should presume that the moving party is acting in good faith.

Any member of the City Council may move to require enforcement of the rules, and the affirmative vote of a majority of the City Council shall require the presiding officer to act.

4.3 MAYOR TO FACILITATE COUNCIL MEETINGS

In the role of facilitator, the Mayor will assist the City Council in focusing agenda discussions and deliberations.

4.4 COUNCIL DELIBERATION AND ORDER OF SPEAKERS

The Mayor has been delegated the responsibility to control the debate and the order of speakers. Speakers will generally be called upon in the order of the request to speak. With the concurrence of the Mayor, a Councilmember holding the floor may address a question to another Councilmember and that Councilmember may respond while the floor is still held by the Councilmember asking the question. A Councilmember may opt not to answer a question while another Councilmember has the floor.

4.5 LIMIT DELIBERATIONS TO ITEM AT HAND

Councilmembers will limit their comments to the subject matter, time or motion being currently considered by the City Council.

4.6 LENGTH OF COUNCIL COMMENTS

Councilmembers will govern themselves as to the length of their comments or presentation. As a courtesy, the Mayor will ~~advise signal by hand or verbally to~~ a Councilmember who has been speaking for over five minutes. This procedure is not meant to limit debate or to cut comments short, but rather to assist Councilmembers in their efforts to communicate concisely.

4.7 OBTAINING THE FLOOR

Any member of the City Council wishing to speak must first obtain the floor by being recognized by the Mayor. The Mayor must recognize any Councilmember who seeks the floor when appropriately entitled to do so.

4.8 MOTIONS

Motions may be made by any member of the City Council, including the ~~Mayor or the then~~ presiding officer, provided that before the ~~Mayor or the then~~ presiding officer offers a motion, the opportunity for making a motion should be offered to other members of the City Council. Any member of the City Council, other than the person offering the motion, may second a motion.

4.9 PROCEDURES FOR MOTIONS

The following is the general procedure for making motions:

- a. Before a motion can be considered or debated it must be seconded.
- b. A Councilmember who wishes to make a motion should do so through a verbal request to the Mayor.
- c. A Councilmember who wishes to second a motion should do so through a verbal request to the Mayor.
- d. Once the motion has been properly made and seconded, the Mayor shall open the matter for discussion offering the first opportunity to the moving party and, thereafter, to any Councilmember properly recognized by the Mayor.
- ~~e. e.~~—Once the matter has been fully discussed and the Mayor calls for a vote, no further discussion will be allowed, provided, however, Councilmembers may be allowed to explain their vote.

f. The following motions are as examples of possible motions. Councilmembers may word motions in any common manner provided such motions and intended action is clear. The Mayor or then presiding officer will confirm that each of the Councilmembers understand the motion prior to calling for a vote on the motion.

e.g. When a motion is on the floor and an amendment is offered, the amendment should be acted upon prior to acting on the main motion. No motion of a subject different from that under consideration shall be admitted as an amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order. Action shall be taken on the amended amendment prior to any other action to further amend the original motion.

MOTION AMENDMENTS

~~When a motion is on the floor and an amendment is offered, the amendment should be acted upon prior to acting on the main motion. No motion of a subject different from that under consideration shall be admitted as an amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order. Action shall be taken on the amended amendment prior to any other action to further amend the original motion.~~

MOTION TO CONTINUE

~~A motion to continue will leave the motion in its present condition for consideration on a date and time certain.~~

MOTION TO REMOVE

~~A motion to remove will take the matter off the agenda and will not be considered by the Council for an indefinite period of time.~~

MOTION TO TABLE

~~A motion to table will delay consideration of the item being discussed by the City Council.~~

MOTION TO POSTPONE INDEFINITELY

~~A motion to postpone indefinitely will kill or reject the item under consideration.~~

MOTION TO REFER

~~A motion to refer forwards the item under consideration to the named group, committee, or board for further study.~~

MOTION TO LAY ON THE TABLE

~~A motion to lay on the table allows the item to be temporarily set aside under discussion.~~

MOTION TO TAKE FROM THE TABLE

~~A motion to take from the table allows the matter to be discussed again and would only be used in conjunction with a motion to lay on the table at the same meeting.~~

MOTION TO APPROVE OR DENY

A motion to approve or deny is a proposal to take a specific action. The maker of the motion may state “I

make a motion to approve /deny Agenda Item #” or may state the recommended motion (under state law, certain motions require specific language in which case staff will provide the specific motion in the packet that the specific language must be used), or such person may state the agenda caption although it is not necessary.

MOTION TO APPROVE WITH AMENDMENTS

A motion to approve a specific action may include amendments recommended by a board, city attorney, another Councilmember, or staff. The maker of the motion may state “I make a motion to approve Agenda Item # with the following amendment(s)...” or state recommended motion or the agenda caption with the amendment included.

MOTION FOR RECONSIDERATION

A motion for reconsideration indicates a councilmember wants the City Council to reconsider a prior action of the City Council and if successful, for the City Council to consider taking different action. A motion to reconsider may be made at the same meeting or at the next succeeding meeting following the relevant City Council action, provided the reconsideration request complies with the requirements of the Texas Open Meetings Act and applicable law. If the motion to reconsider a prior action is not made at the same meeting such motion and the related agenda item must be posted on the agenda for the meeting at which the motion is to be reconsidered. The maker of the motion may state: “I make a motion to reconsider Agenda Item #” or may state the full agenda caption. If that motion fails, then the matter is not finally concluded. If the motion to reconsider passes, then a motion is then made for the different action.

A motion for reconsideration may only be made by a Councilmember who voted with the majority of the City Council on the action proposed to be reconsidered by the City Council. Any member of the City Council may second a motion for reconsideration.

MOTION TO ADJOURN

A motion to adjourn is to end a meeting. The maker of the motion may state “I make a motion to adjourn the meeting.”

WITHDRAWAL OF MOTION

A withdrawal of motion indicates a motion may be withdrawn or modified by the Councilmember who originally made the motion at any time prior to its passage. If a motion is withdrawn the Councilmember who originally made the motion or another Councilmember may then make motion to be seconded by another Councilmember~~If the motion is modified, the Councilmember who seconded the motion may withdraw the his/her second.~~

MOTION TO SET ASIDE STANDARD ADJOURNMENT

A motion to set aside the standard adjournment time of 11:30 p.m. allows the City Council to finish the agenda items before midnight. The maker of the motion may state: “I make a motion to set aside the standard adjournment time to complete business before City Council by midnight.”

MOTION TO CONTINUE A PUBLIC HEARING

The City Council may continue a public hearing to a date time certain unless state law provides otherwise. The maker of the motion may state “I make a motion to continue the public hearing to xxx date at xxx time”. This motion will avoid the City of paying the cost of having to re-advertise or publish notice of the public hearing in the newspaper.

MOTION TO REFER OR POSTPONE

The City Council may not be able to complete its discussion of an agenda item, may require the City staff to provide further information or require the matter to be reconsidered by the planning and zoning commission or other applicable board. In such event the City Council may postpone consideration of the agenda item to a date time certain or subsequent council meeting (or for example until such time as City staff can provide the requested information) or refer the matter back to the planning and zoning commission or other applicable board to reconsider the agenda item.

MOTION FOR RECONSIDERATION

~~A motion for reconsideration may be made at the same meeting or at the next succeeding meeting following a City Council action, as long as the reconsideration request complies with the requirements of the Texas Open Meetings Act or applicable law.~~

~~A motion for reconsideration may only be made by a Councilmember who voted with the majority of the City Council on the action proposed to be reconsidered by the City Council. Any member of the City Council may second a motion for reconsideration.~~

4.10 VOTING

Abstention

- a. If a Councilmember abstains because of a legal conflict of interest, such member~~he/she~~ is not counted as present for quorum purposes and is not deemed to be “voting” for purposes of determining whether there has been a “majority vote of those voting and present.”
- b. When the Mayor or a Councilmember abstains ~~or excuses himself/herself/themselves from a portion of a Council meeting~~ because of a legal conflict of interest, the Mayor or such the Councilmember must file an affidavit with the City Secretary stating the nature and extent of the conflict before the agenda item is announced by the Mayor. The Mayor or City Secretary shall briefly state, on the record, the nature of the conflict of the Councilmember. State law requires the inclusion of this information in the public record. A Councilmembers with a legal conflict of interest shall excuse themselves from the dais for that portion of the Council meeting and may return once the Council has completed action on the agenda item.

Tie Votes

A tie vote results in a lost motion. In such an instance, any member of the City Council may offer a motion for further action. If there is not an affirmative vote, the result is no action. If the matter involves an appeal and an affirmative vote does not occur, the decision appealed stands as decided by the decision-making person or body from which the appeal was taken.

Charter or Statute Voting Requirements

Some actions taken by the City Council require more than a simple majority vote of the Councilmembers present for approval as may be required by either the Charter or State statutes.

a. Charter Amendment – Two-thirds Vote

An Ordinance submitting a proposed Charter amendment must be adopted by a two-thirds vote of the ~~entire full~~ City Council.

[Texas Local Government Code, Article XI, Section 5, Texas Constitution, Section 9.002(a)]

b. ~~Changing Paving Assessment Plan – Two-thirds Vote~~
~~Changes in plans for paving assessments require a two-thirds vote of the entire full City Council.~~
~~(Texas Transportation Code, Section 313.053)~~

be. Protested Changes in Zoning Ordinance – Three-fourths Vote

If a proposed change to a zoning regulation or boundary is protested by owners of twenty percent or more of the area of the lots or land included in such proposed change, or of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet there from in accordance with Chapter 211 of the Texas Local Government Code, as amended, the affirmative vote of at least three-fourths of the entire ~~full~~ City Council is required for the proposed change to take effect.

An affirmative vote of at least three-fourths of the entire ~~full~~ City Council is required to overrule a recommendation of the Planning and Zoning Commission that a proposed change to a zoning ~~regulation~~ be denied.

(Texas Local Government Code, Section 211.006(d); Allen Land Development Code~~Allen Comprehensive Zoning Ordinance~~)

If a Councilmember has abstained because of a legal conflict of interest and, filed the required affidavit, the number of the members of full City Council is reduced by the number of such conflicted Councilmembers.

4.11 NON-OBSERVANCE OF RULE

Rules adopted to expedite and facilitate the transaction of the business of the City Council in an orderly fashion shall be deemed to be procedural only, and the failure to strictly observe any such rules shall not affect the jurisdiction of, or invalidate any action taken by, the City Council.

5. PUBLIC HEARINGS

5.1 GENERAL PROCEDURE

The City Council procedure for the conduct of Public Hearings is generally as follows:

- a. Staff presents its report.
- b. Councilmembers may ask questions of staff.
- c. The applicant or appellant then has the opportunity to present comments, testimony, or arguments. In the case of an appeal when the appellant is different from the applicant, the appellant should be called upon first to provide comments or testimony. The applicant or appellant shall have a total of fifteen minutes for a presentation when recognized by the Mayor or presiding officer. The initial comments or presentation shall be limited to ten minutes and the rebuttal or concluding comments shall be limited to five minutes.
- d. Councilmembers may ask questions of the applicant and/or appellant.
- e. The Mayor opens the Public Hearing.
- f. Members of the public are provided with the opportunity to ask questions or make comments relevant to the matter being heard. All individuals addressing the Council shall state their name and address for the record.
- g. The Mayor closes the Public Hearing ~~is closed~~.

- h. The City Council deliberates on the issue.
- i. If the City Council raises new issues through deliberation and seeks to take additional public testimony, the Public Hearing must be reopened. At the conclusion of the public testimony, the Public Hearing is again closed.
- j. The City Council deliberates and takes action.
- k. The Mayor announces the final decision of the City Council.

5.2 CONTINUANCE OF HEARINGS

Any Public Hearing being ~~held, noticed or ordered to be~~ held by the City Council may ~~by, by order, notice or~~ motion, be continued to a ~~ny~~-subsequent meeting date and time certain.

5.3 PUBLIC DISCUSSION AT HEARINGS

When a matter for Public Hearing comes before the City Council, the Mayor will open the Public Hearing. Upon opening the Public Hearing and before any motion is adopted related to the merits of the issue to be heard, the Mayor shall inquire if there is anyone present who desires to speak on the matter which is to be heard or to present evidence regarding the matter. A Public hearing no matter what the subject matter is not a question-and-answer period. Speakers must address their comments to the City Council. Councilmembers should not address members of the public (other than the applicant or the applicant's representative) during a public hearing. After all members of the public who requested to speak have spoken, the City staff, Mayor or Councilmembers may respond to any questions or issues raised by members of the public.

a. *Public Member Request to Speak*

Any person wishing to speak at a Public Hearing scheduled on the agenda shall complete a Public Meeting Appearance Card prior to the matter being reached, and present it to the City Secretary. Upon being recognized by the Mayor, the person may speak or present evidence relevant to the matter being heard. No person may speak without first being recognized by the Mayor. All persons wishing to speak on the matter shall be limited to three minutes each and there shall be a cumulative limit of sixty minutes for all those speaking in favor of an item and a like limit for those speaking in opposition. The time limit may be extended by the Mayor or by a majority vote of the City Council.

b. *Time Limits*

The Mayor, with the concurrence of the City Council, may ~~extend or limit~~alter any of the enumerated time allocations based on the complexity of the item and the number of persons wishing to speak on the item.

c. *Questions of Speakers*

~~Members of the City Council who wish to ask questions of the speakers or each other during the Public Hearing portion may do so, but only after first being recognized by the Mayor. Interaction with the speaker shall be limited to a question or questions, rather than an ongoing dialogue.~~

d. *Materials for Public Record*

All persons interested in the matter being heard by the City Council shall be entitled to submit written evidence or remarks, as well as other graphic evidence. All such evidence presented will be retained by the City ~~Manager's~~Secretary's Office as part of the record of the hearing, in accordance with the requirements of State law.

e. *Germane Comments*

During the Public Hearing, no person will be permitted to speak about matters or present evidence

which is not germane to the matter being considered. A determination of relevance shall be made by the Mayor, but may be appealed to the ~~full~~ City Council.

5.4 COMMUNICATIONS AND PETITIONS

Written communications and petitions concerning the subject matter of the hearing will be noted, read aloud, or summarized by the Mayor or City Secretary. A reading in full shall take place if requested by any member of the City Council.

6. ADDRESSING THE CITY COUNCIL

6.1 STAFF PRESENTATIONS

Staff presentations will be concise and will provide factual background information on the item as well as a recommendation for the City Council.

6.2 ORAL PRESENTATIONS BY MEMBERS OF THE PUBLIC

The following procedures will guide oral presentations by members of the public at City Council meetings:

- a. Prior to the meeting or during the meeting prior to a matter being reached, persons wishing to address the City Council should complete a Public Meeting Appearance Card and present it to the City Secretary.
- b. When called upon, the person should come to the podium state such person's~~his/hetheir~~ name and address for the record, and, if speaking for an organization or other group, identify the group represented.
- c. All remarks should be addressed to the City Council as a whole, not to individual members.
- d. Questions, if any, should be directed to the presiding officer who will determine whether, or in what manner, an answer will be provided.

6.3 CITIZENS' COMMENTS; and RIGHT TO SPEAK

Citizens Comments. This portion of the City Council meeting is set aside for members of the public to address the City Council on any item of business that is not formally scheduled on the agenda or scheduled as a Public Hearing. Members of the public should complete a Public Meeting Appearance Card prior to the commencement of the meeting~~item being heard~~ and present it to the City Secretary.

- a. ***Timing***
Citizens' Comments are generally permitted at the beginning of the regular City Council meeting, as specified on the agenda. Presentations shall be limited to three minutes each, but may be extended for an additional two minutes with approval of the Mayor or by a majority of the City Council. Citizens' Comments shall be limited to a cumulative total not to exceed fifteen minutes for all speakers.
- b. ***City Business***
Presentations under Citizens' Comments are limited to items within the subject matter jurisdiction of the City.
- c. ***No Council Deliberations***
In compliance with the Texas Open Meetings Act, the City Council may not deliberate or vote on any

matter raised in Citizens' Comments, except for the purpose of determining whether such matter should be placed on a future City Council agenda. The Mayor, however, may request the City Manager to provide additional information on a matter of general interest to the full City Council, the public at large and to the citizen making the comment.

Right to Speak. Texas Government Code Section 551.007 requires the City Council to allow a citizen to address the City Council prior to the City Council taking action on an item listed on the meeting agenda for action. The right of the public to speak does not include items on the agenda for a workshop or discussion items listed on the meeting agenda. A person who wants to speak and address the City Council regarding an item listed on the agenda for action shall complete a Public Meeting Appearance Card prior to the commencement of the meeting and present it to the City Secretary. The citizen may either speak during the Citizen Comments portion of the meeting or when the item is reached on the agenda after being recognized by the Mayor or presiding officer.

6.4 POWERPOINT PRESENTATIONS

Members of the public may present a PowerPoint software presentation to the City Council utilizing the City's audio/visual equipment ~~or their own equipment.~~

- a. All PowerPoint presentations must comply with applicable time limits for oral presentations and cumulative time limits. Presentations should be planned with flexibility to adjust to any changes in these time limits.
- b. All PowerPoint presentations must be submitted to the City Secretary, ~~or appropriate staff,~~ already formatted in PowerPoint no later than ~~5:00 p.m. noon on~~ the day ~~before of~~ the City Council meeting via email or flash drive to allow for virus checks and confirm compatibility with City equipment.
- c. Any ~~disks-files or flash drives~~ submitted believed to contain viruses or are unable to be scanned for viruses by City equipment will not be permitted ~~to be used on City equipment.~~
- d. If compatibility or viruses are at issue, a member of the public may provide a printed hard copy of the PowerPoint presentation to be projected onto the screen via a visual projector during the presentation or may make the PowerPoint presentation on their own equipment.

6.5 PUBLIC MEETING APPEARANCE CARDS

Public Meeting Appearance Cards may be used by members of the public who do not wish to or cannot verbally address the City Council during a meeting. A person may indicate ~~such person's his/her~~ comments and support or opposition for an agenda item on a Public Meeting Appearance Card. During the public ~~hearing testimony~~ regarding the item or prior to taking action on an item on the agenda, the Mayor will indicate that the City Council has received written comments from (name of persons) in support of the project or issue and from (name of persons) in opposition. The minutes will reflect the City Council's receipt of written comments in support or opposition of the project or issue.

6.6 REPETITIOUS COMMENTS PROHIBITED

- a. A speaker shall not present the same or substantially the same items or arguments to the Council repeatedly or be repetitious in presenting their oral comments. Nothing in the foregoing precludes submission of comments to the City Council in writing, for such action or non-action as the Council, in its discretion, may deem appropriate.
- b. In order to expedite matters and to avoid repetitious presentations, the designation of a spokesperson is encouraged. Whenever any group of individuals wishes to address the Council on the same subject matter, those individuals are encouraged to designate a spokesperson to address the City Council. With

the consent of the City Council, the Mayor may extend the time allocation for a designated spokesperson.

6.7 WAIVER OF RULES

Any of the foregoing rules may be waived or suspended by a majority vote of the Councilmembers present when it is deemed that there is good cause to do so, based upon the particular facts and circumstances involved.

6.8 NON-EXCLUSIVE RULES

The rules set forth are not exclusive and do not limit the inherent power and general legal authority of the City Council, or of its presiding officer, to govern the conduct of City Council meetings as may be considered appropriate from time to time, or in particular circumstances, for purposes of orderly and effective conduct of the affairs of the City.

7. COUNCILMEMBER ADMINISTRATIVE SUPPORT

7.1 MAIL

All general mail will be opened and date stamped and distributed to individual Councilmembers.

a. *Letters Addressed to the Mayor and City Council*

All letters addressed to the Mayor and City Council requiring a response from staff ~~will be~~ copied to all Councilmembers with a note as to which staff person will be preparing a response for the Mayor's signature. A copy of the response, along with the original letter, will be provided to each Councilmember.

Letters addressed to the Mayor and City Council that do not require a response but provide information on City Council agenda items or like matters are copied to the full City Council.

b. *Letters Addressed to Individual Councilmembers*

All letters addressed to individual Councilmembers requiring a response from staff are copied to all Councilmembers with a note as to which staff person will be preparing a response for the addressee's signature. Copies of the responses, along with the original letters, are provided to the full City Council.

Letters addressed to individual Councilmembers that do not require a response from staff but provide information on City Council matters are copied to the full City Council.

Cards and other Councilmember mail marked "personal" will not be opened and will not be copied to the full City Council.

7.2 CITY COUNCIL CORRESPONDENCE

All Councilmember correspondence prepared with City resources (letterhead, typing, staff support, postage, etc.) will reflect the position of the full City Council, not individual Councilmember's positions.

Personal Correspondence

City Councilmembers will be provided individual stationery and envelopes to use for official communications reflecting their individual position as a Councilmember.

7.3 CLERICAL SUPPORT

The City ~~Manager's-Secretary's~~ Office will coordinate the typing of correspondence requested by individual Councilmembers. All correspondence typed for Councilmembers will be on City letterhead and will reflect the position of the full City Council and will be copied to the full City Council.

7.4 MASTER CALENDAR

A master calendar of City Council events, functions or meetings will be maintained by the City Secretary's Office and provided to the full City Council.

Functions, events or meetings to be attended by individual Councilmembers will only be included on the master calendar at the request of individual Councilmembers.

7.5 REQUESTS FOR RESEARCH OR INFORMATION

Councilmembers may request information or research from staff on a given topic through the City Manager. Requests for policy direction will be brought to the full City Council at a regular meeting for consideration. All written products will be copied to the full City Council. The City Manager will determine if extensive staff time and resources are required to accomplish the request. If so, ~~at his/her discretion,~~ the City Manager may present that request to the full City Council prior to proceeding. Councilmembers may similarly request information from the City Attorney, City Secretary and Municipal Judge. If significant resources are required, the City Attorney, City Secretary or Municipal Judge will ask the City Manager to place the request on a City Council agenda for approval prior to any action.

7.6 CITY COUNCIL NOTIFICATION OF SIGNIFICANT INCIDENTS

In conjunction with the City's public safety departments and the Public and Media Relations ~~Officer~~Director, the City Manager's Office will coordinate the notification to the City Council of major crime, fire or other disasters or incidents.

8. PROCEDURES ADMINISTRATION

8.1 BIENNIAL REVIEW OF CITY COUNCIL PROCEDURES

The City Council will review and revise the City Council Rules of Order and Procedure as needed, and at a minimum, every two years.

8.2 ADHERENCE TO PROCEDURES

During City Council discussions, deliberations and proceedings, the Mayor has been delegated the primary responsibility to ensure that the City Council, staff and members of the public adhere to the Council's adopted procedures.

8.3 CITY ATTORNEY AS PROCEDURE ADVISOR

The City Attorney assists the Mayor and City Council as a resource and as an advisor for interpreting the City Council's adopted rules and procedures.

8.4 APPLICABILITY OF PROCEDURES

The City Council Rules of Order and Procedures shall also apply to the City Council when sitting as other entities or agencies. The role of Mayor and Mayor Pro Tem shall be interchangeable with the Chair and Vice Chair, or President and Vice President when sitting as another entity.

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION
--

AGENDA DATE:	February 22, 2022
AGENDA CAPTION:	Declare a Vacancy in Place No. 1 on the Planning and Zoning Commission.
STAFF RESOURCE:	Shelley B. George, City Secretary
STRATEGIC PLANNING GOAL:	Financially Sound and Transparent City Government.

BACKGROUND

On February 7, Ben Trahan filed a Campaign Treasurer Appointment form designating a campaign treasurer appointment for candidacy for Allen City Council. Section 7.04(5) of The Allen City Charter provides that “Should the Mayor, a member of the City Council or any appointed member of a council-appointed commission, committee or study group become a candidate for any elective public office other than the office presently held, such candidacy shall constitute an automatic resignation of such office.” In accordance with the Charter, the filing of a campaign treasurer appointment by a Board member constitutes becoming a candidate and triggers the resign to run provision of the City Charter. Upon his filing on February 7, his resignation was automatic.

STAFF RECOMMENDATION

Staff recommends City Council declare a vacancy in Place No. 1 on the Planning and Zoning Commission.

MOTION

I make a motion to declare a vacancy in Place No. 1 on the Planning and Zoning Commission.

ATTACHMENT(S)

[Resignation Letter](#)

Shelley George

Subject: FW: [External] Ben Trahan Letter of Resignation

From: Ben Trahan
Sent: Saturday, February 12, 2022 10:53 AM
To: Shelley George <sgeorge@cityofallen.org>
Subject: [External] Ben Trahan Letter of Resignation

Please accept this communication as my resignation from the City of Allen Planning and Zoning Commission.

My years of working with excellent City Staff and City Councils set the foundation of my education on the necessary functions of city government. It has been an honor working alongside citizens and individuals who care deeply about Allen.

Regards,

Ben Trahan

--

Ben Trahan

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CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE:	February 22, 2022
AGENDA CAPTION:	Conduct a Public Hearing and Adopt an Ordinance to Amend the Development Regulations for Area "1" of Planned Development No. 3 with a Base Zoning of Light Industrial "LI" to allow a Winery Use by Specific Use Permit for Lot 3R2 at Allen Business Centre Addition, Located at 13 Prestige Circle. (Vinum 55 - PD Amendment)
STAFF RESOURCE:	Marc Kurbansade, Community Development Director
BOARD/COMMISSION ACTION:	On February 1, 2022, the Planning and Zoning Commission recommended approval of the request.
PREVIOUS COUNCIL ACTION:	Planned Development No. 3 - Approved October, 1981
STRATEGIC PLANNING GOAL:	Vibrant Community with Lively Destinations and Successful Commercial Centers.

BACKGROUND

The subject property is Lot 3R2 within the Allen Business Centre Addition at 13 Prestige Circle and is currently developed with a one-story, 39,180± square-foot building. The subject property retains a zoning designation of Planned Development No. 3 (PD-3) with a base zoning district of Light Industrial (LI). The surrounding properties are zoned as follows:

- North: Single Family Residential R-3
- East: PD-3 (LI)
- South: PD-3 (LI) and PD-3 (Community Facilities)
- West: LI

The applicant requests to amend the current Development Regulations to create and define a new Winery use, which a Specific Use Permit would only permit. Furthermore, the Development Regulations will contain provisions for the parking requirements associated with the various uses comprising a Winery Use.

The original Planned Development was established in October 1981, via Ordinance No. 368-10-81, and included three areas: Multifamily, Shopping Center, and Light Industrial. The subject property is part of the Light Industrial area, which was established with restrictions that prohibit high-intensity industrial uses. The proposed Winery use would be consistent with the prior and current uses developed within this Planned Development.

This request has been reviewed by the Technical Review Committee and is compatible with

surrounding uses.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to adopt Ordinance No. _____ to amend the Development Regulations for Area "1" of PD-3 to allow a Winery Use by Specific Use Permit at Allen Business Centre.

ATTACHMENT(S)

[Ordinance](#)
[Property Notification Map](#)
[P&Z Minutes](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP, AS PREVIOUSLY AMENDED, BY AMENDING THE REGULATIONS RELATING TO THE USE AND DEVELOPMENT OF LOT 3R2, ALLEN BUSINESS CENTRE ADDITION, LOCATED WITHIN AREA “1” OF PLANNED DEVELOPMENT PD NO. 3 WITH A BASE ZONING OF LIGHT INDUSTRIAL “LI”; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1. The Allen Land Development Code Zoning Regulations and the Zoning Map of the City of Allen, Collin County, Texas, be amended by amending the regulations relating to the development and use of property described as Lot 3R2, Allen Business Centre Addition, an addition to the City of Allen, Collin County, Texas, according to the plat thereof recorded in Volume 2016, Page 355, Plat Records, Collin County, Texas (“the Property”), which is located in and subject to the development and use of the regulations applicable to Area “1” of Planned Development “PD” No. 3 with a base zoning of Light Industrial “LI”, except as modified below.

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 of Area “1” of Planned Development “PD” No. 3 as set forth in Ordinance No. 368-10-81, as such regulations have been amended, except to the extent modified by the Development Regulations set forth below.

A. NEW USE DEFINED: For the purpose of these Development Regulations, a “Winery” use means an establishment holding a “Winery Permit” issued by the Texas Alcoholic Beverage Commission in accordance with Chapter 16 of the Texas Alcoholic Beverage Code, as amended, subject to the following:

- (1) Retail sales of alcoholic beverages for on-premise and/or off-premise consumption and related items and tastings or sampling are allowed to the extent authorized by Chapter 16 of the Texas Alcoholic Beverage Code, as amended, and related regulations adopted by the Texas Alcoholic Beverage Commission; and
- (2) The component parts comprising a “Winery” use shall comply with the minimum off-street parking ratios of the ALDC as follows:
 - (a) One space per 100 square feet of floor area used for restaurant (no drive-in or through);

- (b) One space per 200 square feet of floor area used for Retail; and
- (c) One space per 2,000 square feet of floor area used for Warehouse.

B. ADDITIONAL PERMITTED USES: In addition to the uses permitted by the PD 3 Ordinance that are applicable to Area “1”, the Property may be developed and used for a “Winery” use after approval of a Specific Use Permit.

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 22ND DAY OF FEBRUARY 2022.

APPROVED:

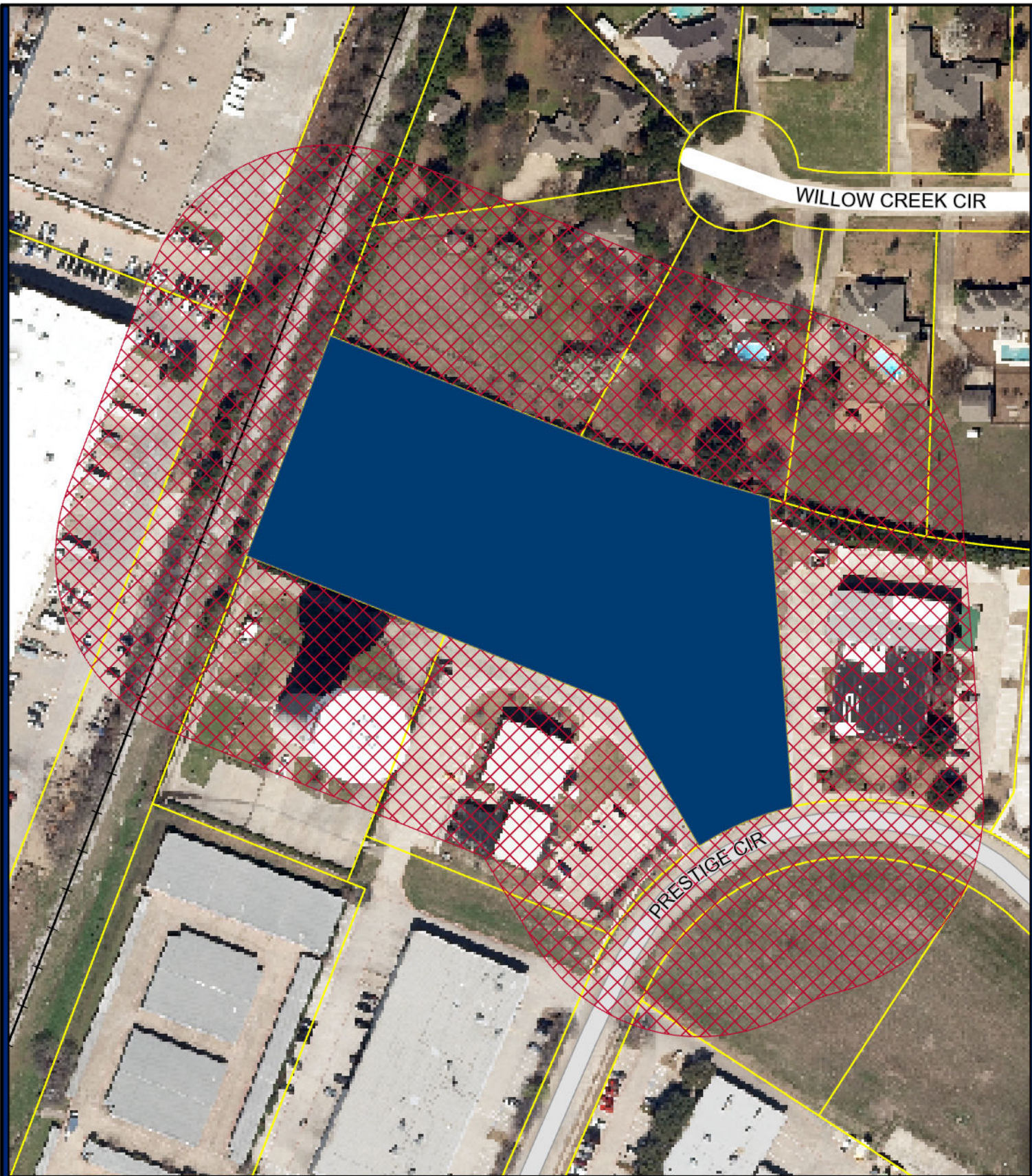
Kenneth M. Fulk, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
(kbl:1/24/2022:127300)




Shelley B. George, TRMC, CITY SECRETARY

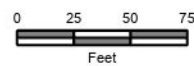


Public Notification Map

Vinum 55
13 Prestige Cir.

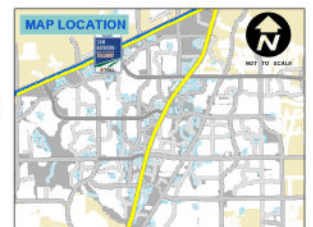
Legend

-  Subject Property
-  Collin CAD Parcels
-  200' Buffer



Community Development - Planning
Date Saved: 1/18/2022

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



February 1, 2022 Planning and Zoning Commission Meeting Minutes

Conduct a Public Hearing and Consider a Request to Amend the Development Regulations for Area "1" of Planned Development PD No. 3 with a Base Zoning of Light Industrial "LI" to Establish and Authorize a Winery Use After Approval of a Specific Use Permit for Lot 3R2, Allen Business Centre Addition; Commonly Known as 13 Prestige Circle. (ZN-121721-0022) [Vinum55 - PD Amendment]

Mr. Kurbansade presented the item to the Commission and stated that staff recommends approval of the item.

Wes Hoblit, applicant, 2995 Dallas Parkway, Frisco, TX, gave a brief overview of the project.

Chair Trahan opened the public hearing.

With no one speaking, Chair Trahan closed the public hearing.

The Commission discussed the Winery's hours of operation.

Motion: Upon a motion by 1st Vice-Chair Metevier, and a second by Commissioner Cook, the Commission voted 7 IN FAVOR, and 0 OPPOSED to recommend approval of an Ordinance to amend the Development Regulations for Area "1" of Planned Development PD No. 3 with a Base Zoning of Light Industrial to Establish and Authorize a Winery Use After Approval of a Specific Use Permit for Lot 3R2, Allen Business Centre Addition, as presented.

The motion carried.

ATTENDANCE:

Commissioners Present:

Ben Trahan, Chair
Dan Metevier, 1st Vice-Chair
Elias Shaikh, 2nd Vice-Chair
Brent Berg
Kenneth Cook
Michael Smiddy
Jason Wright

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION
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AGENDA DATE:	February 22, 2022
AGENDA CAPTION:	Conduct a Public Hearing and Adopt an Ordinance to Grant a Specific Use Permit for Winery Use of an 8,530± square-foot Portion of a Building Located at 13 Prestige Circle. (Vinum55 - SUP)
STAFF RESOURCE:	Marc Kurbansade, Community Development Director
BOARD/COMMISSION ACTION:	On February 1, 2022, the Planning and Zoning Commission recommended approval of the request.
PREVIOUS COUNCIL ACTION:	Planned Development No. 3 - Approved October, 1981
STRATEGIC PLANNING GOAL:	Vibrant Community with Lively Destinations and Successful Commercial Centers.

BACKGROUND

The subject property is Lot 3R2 within the Allen Business Centre Addition located at 13 Prestige Circle and is currently developed with a one-story, 39,180± square-foot building. The subject property retains a zoning designation of Planned Development PD No. 3 (PD-3) with a base zoning district of Light Industrial (LI). The surrounding properties are zoned as follows:

- North: Single Family Residential R-3
- East: PD-3 (LI)
- South: PD-3 (LI) and PD-3 (Community Facilities)
- West: LI

The previous agenda item requested to amend the Planned Development to establish a Winery use as well as permit a Winery use following the approval of a Specific Use Permit (SUP). The applicant is requesting a SUP for this use.

The applicant is proposing to tenant an 8,530± square-foot lease space within the sole 39,180± square-foot building on this property. The Site Plan contained in the draft ordinance illustrates the individual uses that comprise the Winery use, and they are as follows:

- Warehouse - 7,140± square feet

- Retail - 890± square feet
- Restaurant (no drive-in or through) - 500± square feet

The Floor Plan included in the draft ordinance illustrates how the aforementioned component uses would be organized for the Winery use. Based on the Floor Plan, the majority (83.7%±) of the floor space is dedicated to the storage of wine onsite for the establishment's customers. The remaining 1,390± square feet of the establishment would be used to provide a tasting area and small office (see attached Applicant Statement for a more detailed description).

The proposed Site Plan illustrates that the Winery use will require 14 total parking spaces. The entire subject site includes 86 spaces; therefore, the site has 25 surplus parking spaces.

The Specific Use Permit has been reviewed and meets the standards of the Allen Land Development Code.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to adopt Ordinance No. _____ to approve a Specific Use Permit for a Winery on Lot 3R2 at the Allen Business Centre located at 13 Prestige Circle.

ATTACHMENT(S)

[Ordinance](#)
[Property Notification Map](#)
[Applicant Statement](#)
[PZ Minutes](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP AS PREVIOUSLY AMENDED BY GRANTING SPECIFIC USE PERMIT NO. 182 AUTHORIZING AN APPROXIMATELY 8,530± SQUARE FOOT PORTION OF A BUILDING LOCATED ON LOT 3R2, ALLEN BUSINESS CENTRE ADDITION, PRESENTLY LOCATED WITHIN AREA “1” OF PLANNED DEVELOPMENT “PD” NO. 3 LIGHT INDUSTRIAL “LI” TO BE USED FOR A WINERY USE; PROVIDING A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1. The Allen Land Development Code Zoning Regulations and Zoning Map of the City of Allen, Collin County, Texas, be amended by granting Specific Use Permit No. 182 authorizing an approximately 8,530± square foot portion of a building located on Lot 3R2, Allen Business Centre, an Addition to the City of Allen, Collin County, Texas, according to the Plat recorded in Volume 2016, Page 355, Plat Records, Collin County, Texas, as shown on Exhibit “A” attached hereto and incorporated herein by reference (“the Property”), which is presently located with Area “1” of Planned Development “PD” No. 3 Light Industrial “LI” to be used for a Winery use.

SECTION 2. The Property shall be used only in the manner and for the purposes provided for in the Allen Land Development Code Zoning Regulations, as heretofore amended, and the use and development regulations of Area “1” of Planned Development “PD” No. 3 as amended, and, if developed and used for Winery purposes, shall be subject to the following special condition:

- A.** The Specific Use Permit granted hereby is expressly limited to the area of the Property shown in the SUP Site Plan attached hereto as Exhibit “A” and incorporated herein by reference.
- B.** The Specific Use Permit granted shall be in general conformance with the Floor Plan attached hereto as Exhibit “B” and incorporated herein by reference.
- C.** The Specific Use Permit shall be subject to termination as provided in Sections 6.01.4.3. and 6.01.4.6 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 22ND DAY OF FEBRUARY 2022.

APPROVED:

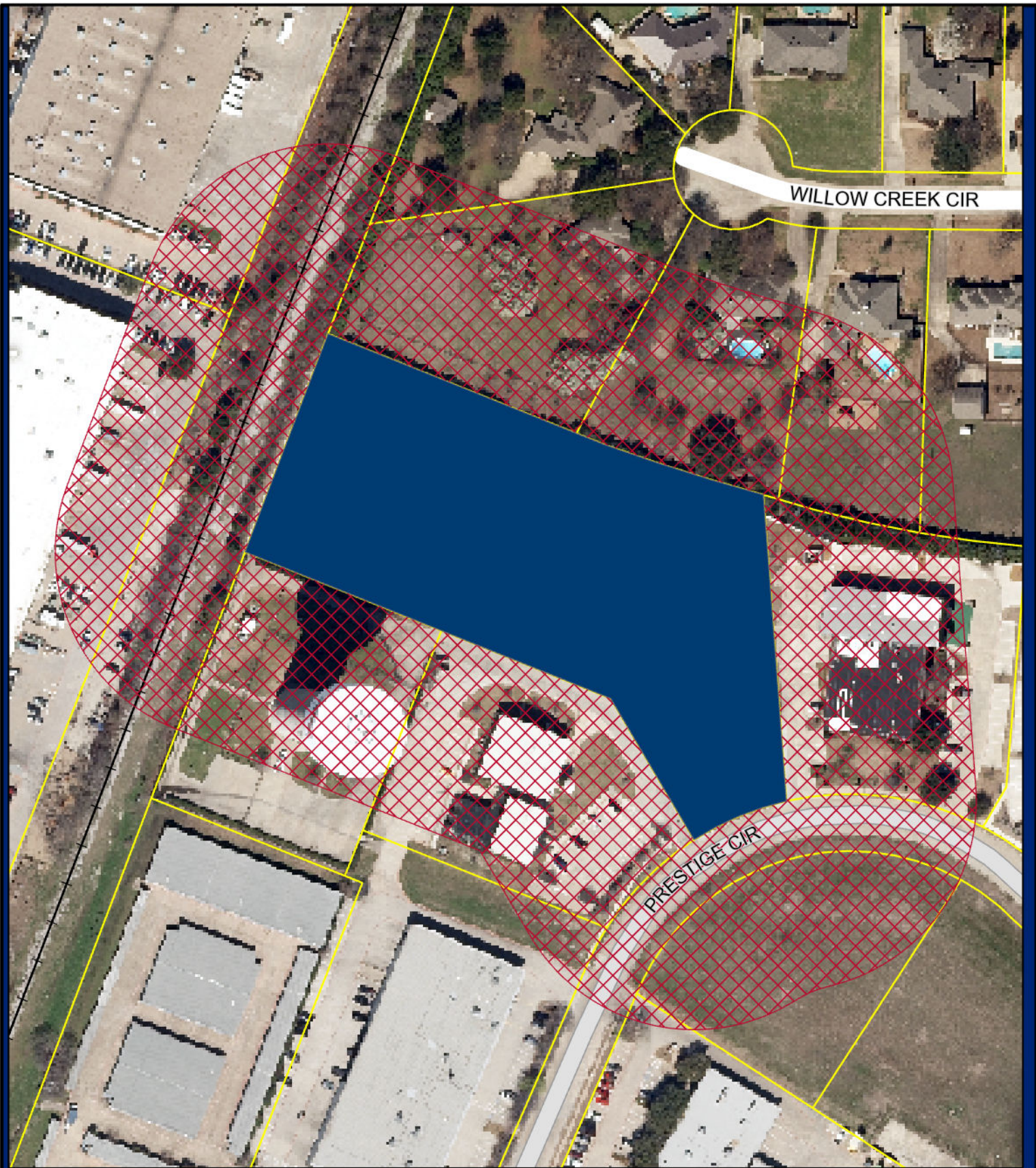
Kenneth M. Fulk, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
(kbl:1/24/2022:127307)




Shelley B. George, TRMC, CITY SECRETARY

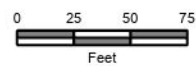


Public Notification Map

Vinum 55
13 Prestige Cir.

Legend

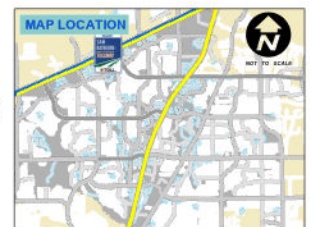
-  Subject Property
-  Collin CAD Parcels
-  200' Buffer



Community Development - Planning

Date Saved: 1/18/2022

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



Applicant Statement

Vinum55

Vinum55, a premier wine storage facility, is applying for a PD Amendment to allow a winery by a Specific Use Permit at 13 Prestige Circle, Suite 120 (&140). Vinum55 is committed to delivering the best wine experience for wine lovers and connoisseurs alike. Vinum55 provides to its clientele:

- Concierge services for accepting wine deliveries
- Wine sommelier services
- Optimal storage conditions (70% humidity and 55° temperature)
- 24/7 security
- On-site events for tastings and samplings

The Specific Use Permit will allow Vinum55 to offer wine storage and wine tastings on site. These tastings are limited to their members and are not open to the public. The events are educational in nature and vary in the types of wines being sampled and tasted. Events occur in the evening, typically from 6:00 P.M. to 8:00 P.M with events being held generally every two weeks. Members purchase the wine directly from Vinum55 from these events and members typically either store the wine at the facility or take it home to consume later. Vinum55 does not function like a private club or bar.

The site is largely dedicated to the storage of wine with over 7,000 square feet of private lockers for this purpose alone. The lockers can vary in size for collectors with hundreds of bottles of wine to a wine lover who has a few cases of their favorite vintage. While wine storage is primarily the core business, Vinum55 features a small tasting room for their events and general business operations. The tasting area is 1,390 square feet and includes a small office for employees of Vinum55. This area encompasses six tables, four armchairs and a small kitchen.

The facility is open from 9 A.M. to 6:00 P.M. Monday through Friday, 9AM to 4PM on Saturday and is closed Sunday. The use complies with parking standards with 13 dedicated spaces with a total of 86 spaces for the building.

February 1, 2022 Planning and Zoning Commission Meeting Minutes

Conduct a Public Hearing and Consider a Request for a Specific Use Permit SUP for a Winery Use for an Approximately 8,530± square-foot Portion of a Building Located on Lot 3R2, Allen Business Centre Addition; Commonly Known as 13 Prestige Circle, Suite 120/140. (SUP-121721-0006) [Vinum55 - SUP]

Mr. Kurbansade presented the item to the Commission and stated that staff recommends approval of the item. He clarified that while winemaking is not currently proposed as part of this SUP, it would still be permitted in this operation.

Raini Keyser, applicant, 4429 E Rock Wren Road, Phoenix, AZ, gave a brief description of the business. She stated that the Texas Alcoholic Beverage Commission (TABC) requires the type of license requested on the SUP.

Chair Trahan opened the public hearing.

With no one speaking, Chair Trahan closed the public hearing.

Mr. Laughlin, City Attorney, stated that if the SUP ceases to operate for a period of six months, then the SUP will terminate.

Motion: Upon a motion by Commissioner Cook, and a second by Commissioner Berg, the Commission voted 7 IN FAVOR, and 0 OPPOSED to recommend approval of an Ordinance to amend the Development Regulations for Area "1" of Planned Development PD No. 3 with a Base Zoning of Light Industrial to Establish and Authorize a Winery Use After Approval of a Specific Use Permit for Lot 3R2, Allen Business Centre Addition.

The motion carried.

ATTENDANCE:

Commissioners Present:

Ben Trahan, Chair
Dan Metevier, 1st Vice-Chair
Elias Shaikh, 2nd Vice-Chair
Brent Berg
Kenneth Cook
Michael Smiddy
Jason Wright

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE:	February 22, 2022
AGENDA CAPTION:	Authorize the City Manager to Execute a Contract with Phoenix 1 Restoration and Construction, LLC, for Disassembly, Relocation, and Reconstruction of a Historic Barn from Anna, Texas, to the Allen Heritage Village in the Amount of \$326,600.
STAFF RESOURCE:	Kate Meacham, Parks and Recreation Director Brian Bristow, Park Development Director
BOARD/COMMISSION ACTION:	August 17, 2020, the Allen Community Development Corporation approved funding in the amount of \$2.2M for the completion of the Heritage Village Master Plan.
STRATEGIC PLANNING GOAL:	Vibrant Community with Lively Destinations and Successful Commercial Centers.

BACKGROUND

Beginnings

In 2000, the Allen Heritage Village was an empty tract of land on St. Mary Drive, except Moore's Chapel at the west end of Cedar Drive, and St. Mary Baptist Church at the east end adjacent to Cottonwood Creek. St. Mary Drive was barely a two-lane road with a dead-end at the western bank of the creek, and a couple of lit soccer fields occupied the land where the Senior Recreation Center now stands. In 2001 and 2002 several vintage structures were moved from their various locations to the Allen Heritage Village. These remnants of a bygone era included a Queen Anne-style house and small barn from a farm on Rowlett Road in the far northwest sector of Allen. These structures survived several renovation projects and the farmhouse is to undergo significant restoration in 2022 and 2023. However, in 2016, a decision was made by the city to raze the barn, and salvage some of the lumber in the process.

Mayor's Ad Hoc Committee

In 2019, an Allen Heritage Village Ad Hoc Committee was created for the purpose of identifying and evaluating the remaining work to be done to bring the Heritage Village Project to completion. Over the course of several months, the Committee worked to develop a vision for the Allen Heritage Village:

- An engaged, experiential learning center for kids and adults that captures the history of Allen;
- An enhanced tourist destination promoted in connection with other historical assets in Allen; and
- A source of community pride.

Focused on this vision, the Committee provided recommendations for a final Heritage Village Master Plan, a funding source for construction costs (Allen Community Development Corporation), a tentative agreement and roadmap regarding the future maintenance and operations of the structures, and Allen Heritage Guild representation on the Parks Board to elevate the city's marketing and promotion of Guild activities at the Heritage Village.

In addition to informing and defining the completion of the Heritage Village Master Plan, their recommendations laid out a prioritization of the structures to be addressed in the event that construction costs exceeded available funds. Using the best available estimates and some outside expertise in 2019, staff provided a budget of \$2.2M to bring the project design and construction to completion. In their prioritization of structures, the Ad Hoc Committee recommended the following structures be addressed:

- Yellow Farmhouse – complete restoration
- Tenant House – complete restoration
- Tool Shed – demolish and reconstruct with salvaged pieces on concrete floor
- Pavilion – construct a 30' X 60' pavilion with fans, lighting, concrete and electrical outlets on concrete foundation
- Barn – replicate former barn including a pigeon roost, and with concrete floor

In August of 2020, the Allen Community Development Corporation heard the project funding request and approved funding in the amount of \$2.2M for the completion of the Heritage Village Master Plan, including a contingency for the overall project. Staff negotiated a professional services scope of work and commensurate fee with locally-based and nationally recognized restoration architect Nancy McCoy and her firm, McCoy Collaborative Preservation Architecture, and her company's services were approved at the April 13, 2021, City Council Meeting. McCoy's contract included the design of a replication of the original Heritage Village barn.

Donation of Barn In Anna, Texas

Also in April 2021, staff was notified by Heritage Guild President, Paula Ross of an existing barn available for donation, in Anna, Texas. Ms. Ross, who also served on the 2019-2020 Allen Heritage Village Ad Hoc Committee, forwarded the initial communication from the barn owner, (Robert Young of Richardson) to Heritage Guild members as well, who expressed support for pursuing the donation of the barn for the Allen Heritage Village project.

The vintage barn currently occupies former farmland that is accessible from County Road 277, on the west side of US Highway 75, and between County Roads 364 and 363. In late 2021 Mr. Young sold the property but worked with the new landowner to get assurances that the barn would remain a donation to the City of Allen. The new landowner is moving forward with plans to develop a large residential community on the land and needs the barn removed by mid-March 2022 or it will be demolished and removed with clearing operations.

The vintage barn is significantly larger (1,650 sq. ft.) compared to the replica one in the current scope (750 sq. ft.) of the Heritage Village Master Plan. It is also of agricultural historical significance as its construction dates to the 1890s. The structural load-bearing timbers supporting the barn are hand-hewn, with connections crafted without steel bolts and nails, but rather hand-carved dowels and pegs.

Staff, stakeholders of the Heritage Village Project, and professionals alike have inspected the structure.

Staff has also engaged professionals to provide a cost estimate for the disassembly, transport, and reconstruction of the vintage barn in comparison to the estimated cost to build the replica barn in today's pricing. The difference is an estimated \$30-50k in increased costs to bring the vintage barn to Allen compared to building the smaller replica barn.

The timing of the barn opportunity landed in the project timeline at a point when the entire Heritage Village construction project had not yet been publicly bid but demanded quick movement to obtain the

historically significant structure. Therefore, after consulting with stakeholders, the City Manager's Office provided direction to staff to pursue the Anna barn as a standalone project using the same project budget, hence the Request For Proposals (RFP) on the barn independent of the rest of the project.

Request for Proposals

On January 13, 2022, four vendors responded to an RFP for the Barn Relocation. (Project Note: one proposal submitted was incomplete and deemed unresponsive) Through evaluation, scoring, and ranking the three responsive proposals in relation to criteria that included 1) price, 2) references, 3) qualifications and experience and 4) a description of the proposed construction and installation process, staff determined that Phoenix 1 Restoration and Construction, LLC, of Farmers Branch, submitted the best proposal in this competitive process. Proposals ranged from \$168,410 to \$326,600 yielding a price spread of \$158,190. The lowest-priced proposal submitted by Whittaker Lane, Inc., scored highest in relation to price (50% of score value), however when the proposals were scored for the full range of evaluation criteria, Phoenix 1 ranked the highest among the competing vendors, and are deemed to provide the best value in services to the City of Allen. Given the complexity of the relocation of the historic structure (disassembly, relocation, and restorative reconstructive) the experience and qualifications were an important factor in the criteria of selecting the best proposal.

The Bid Tab, Cost Scoring, and Overall Scoring data are presented in the attached documents.

BUDGETARY IMPACT

This expense will be drawn down from the Heritage Village project budget of \$2.2M as approved for funding by the Allen Community Development Corporation.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute a contract with Phoenix 1 Restoration and Construction, LLC, for disassembly, relocation, and reconstruction of a historic barn from Anna, Texas to the Allen Heritage Village in the amount of \$326,600.

MOTION

I make a motion to authorize the City Manager to execute a contract with Phoenix 1 Restoration and Construction, LLC, for Disassembly, Relocation, and Reconstruction of a Historic Barn from Anna, Texas, to the Allen Heritage Village in the Amount of \$326,600.

ATTACHMENT(S)

[Agreement](#)
[Phoenix I Proposal](#)
[Bid Tab](#)
[Barn Location Map](#)

STATE OF TEXAS

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§
§

AGREEMENT FOR PUBLIC FACILITY PROJECT
(MINOR)

COUNTY OF COLLIN

This Agreement for Public Facility Services (“Agreement”) is made by and between the City of Allen, Texas (“City”) and Phoenix I Restoration and Construction, LLC a Texas Limited Liability Company, (“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 disassembly, transportation and reassembly of a barn to Heritage Village (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 Work 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 City intends to take donation of an old agriculture barn by Monday, February 28, 2022 or as soon as possible thereafter, to serve as a display in its Heritage Village. 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. City Request for the Request for Proposal 2022-12-15 Barn Relocation (copy of which is on file in the office of the City Purchasing Manager and incorporated herein (the “RFP”); and
- C. Contractor’s Response to City’s Request for Request for Proposal 2022-12-15 Barn Relocation (the “Response”) a copy of which is on file in the office of the City Purchasing Manager and incorporated herein.

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. It is understood and agreed by the Parties that once the disassembled barn is transported to the Allen Heritage Village, a 3-6 week-period will commence during which the structural conditions of the barn will be studied and presented to the Chief Building Official for approval prior to reassembly of the

structure by Contractor. The Contractor shall commence the Work within 10 calendar days after receipt of a written Notice to Proceed and shall achieve Substantial Completion of the Work no later than 120 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. Contractor will be provided a separate notice to proceed with the reassembly of the barn. The 120 calendar days required for substantial completion of the work shall not include the period during which the structural conditions of the barn will be studied and presented by City to the Chief Building Official for approval prior to reassembly of the structure by Contractor. "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 City 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 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 Though 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 Twenty-Six and No/100 Dollars (\$326,600.00) (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 and No/100 Dollars (\$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. The Contractor shall commence the Work within 10 calendar days after receipt of a written Notice to Proceed and shall achieve Substantial Completion of the Work no later than 120 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. 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:

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

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

If intended for Contractor:

Phoenix I Restoration and Construction, LLC
Attn: Dale C. Sellers
14032 Distribution Way
Farmers Branch, Texas 75234

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 CONTRACTOR'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 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 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.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2022.

CITY OF ALLEN, TEXAS

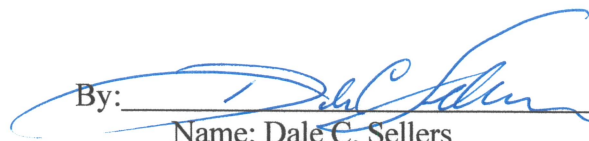
By: _____
Eric Ellwanger, City Manager

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED this 16 day of February, 2022.

PHOENIX I RESTORATION AND CONSTRUCTION, LLC A
TEXAS LIMITED LIABILITY

By:  _____
Name: Dale C. Sellers
Title: President/CEO



Construction and Installation Process:

Upon award of the project, Phoenix I will initiate documentation and labeling of existing conditions. This will include hiring an imaging company to perform a laser scan of the existing barn. The scan will then be converted into three-dimension model of the barn. Each board will be both tagged in the field with an identifying number and labeled on the 3D model, so that the model can be used as a key for reassembly. Once the documentation is complete, the barn will be carefully disassembled, and components will be neatly organized onto trailers. All materials will then be transported to Allen Heritage Village.

At Allen Heritage Village, we will have a survey performed to lay out where the barn will be built and where each post will be located. Then, we will have the excavation and compaction done; followed by installation of the concrete piers and clay fill. Once the site work is complete, the barn reassembly will begin. The 3D model will be utilized to ensure that each component is installed in its original location. We will consult with the City of Allen on a regular basis to discuss possible repair and/or replacement of existing materials where required and any necessary structural modifications.



**RFP #2022-12-15
REVISED 1 - PRICE SHEET FOR BARN RELOCATION**

LINE #	DESCRIPTION	Enter Approved Equal or Alternative Products	EXTENDED AMOUNT
A. Pre-Move Tasks & Transport			
A1	On-site Review of Barn		\$ 3,950.00
A2	Locate and Map Vertical Structural Supports		\$ 5,080.00
A3	Mark/Tag, Catalog Main Barn (Center Section) Components		\$ 6,460.00
A4	Mark/Tag, Catalog Side Add-ons to Barn Components		\$ 3,490.00
A5	Disassemble Barn		\$ 73,920.00
A6	Transport to Allen Heritage Village		\$ 29,760.00
B. Site Preparation, Barn Reassembly			
B1	Construct Concrete Piers - Original Barn Section A		\$ 32,190.00
B2	Alt. Construct Concrete Piers - Original Barn Section B		\$ 17,680.00
B3	Install Clay Floor - Original Barn Section A		\$ 12,860.00
B4	Alt. Install Clay Floor - Original Barn Section B		\$ 6,970.00
B5	Barn Assembly Plan - Original Barn Section A		\$ 2,780.00
B6	Alt. Barn Assembly Plan Original Barn Section B		\$ 1,330.00
B7	Reconstruct/Reassemble Barn - Original Barn Section A		\$ 89,100.00
B8	Alt. Reconstruct/Reassemble Barn - Original Barn Sections B		\$ 41,030.00
B9	Temporary Security Fence		Provided by City of Allen
B10	Calendar Days to Complete this Project		120
	TOTAL PRICE		\$ 326,600.00

All General Conditions, Insurance, Bonds are incidental to the Work and shall be distributed among the Bid Items herein.

EXHIBIT 2

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

Phoenix I Restoration and Construction, LLC

Name of Contractor

By: 

Signature

Dale C. Sellers

(Print Name)

President / CEO of GP

(Title)

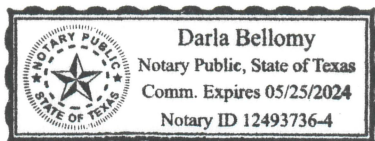
STATE OF TEXAS

§

COUNTY OF Dallas

§

SUBSCRIBED AND SWORN TO before me this 5th day of January, ~~2021~~ 2022




Notary Public, State of Texas Darla Bellomy

SECTION II

GENERAL TERMS & CONDITIONS

The City of Allen bid packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the vendor will be found non-responsive.

2.1 These instructions apply to all quotations or bid submittals and become a part of terms and conditions of any bid packet submitted.

2.2 The City shall have the authority to disapprove or reject unsatisfactory work, services or equipment. If required by the City, the vendor shall promptly correct all unsatisfactory work and replace all defective equipment, and shall bear all direct, indirect and consequential costs of such correction.

2.3 The City reserves the right to waive any minor defect, irregularity, or informality in any bid, quotation, or proposal. The City may also reject any or all bids, quotations, or proposals without cause prior to award.

2.4 The City reserves the right to enforce the performance of this contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the vendor fails to meet schedules or otherwise perform in accordance with these specifications. Breaches of contract or default authorize the City to purchase the services from the next low bidder or re-bid and charge the difference in cost to the defaulting vendor.

2.5 The contract shall remain in effect until contract expires, except for breach of contract, or is terminated by either party with a thirty (30) day written notice prior to any cancellation. The vendor shall state therein the reasons for such cancellation. Notice of termination must be transmitted via certified mail to the other party's designated representative.

2.6 The vendor shall be held responsible for and shall make good, without expense to the City, all damage, injury or loss due to the execution of his work. The vendor shall protect all finished building surfaces from damage and shall repair any damage to the building or property caused by delivery or installation of product.

2.7 The vendor agrees to indemnify and hold harmless the City against all claims or alleged claims or demands for damages, including all expenses incurred, arising from accidents to employees of either party hereto or to the public, or from claims or alleged claims of damages to the property of the City or to adjoining property caused directly or indirectly by said vendor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them in connection with the performance of this contract.

2.8 The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

2.9 In its sole discretion, the 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 of its own entire defense; however, City is under no obligation to do so, any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this contract. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and contractor shall be liable for all costs incurred by City.

2.10 The vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without

the prior written consent of the City.

2.11 This bid, when properly accepted by the City, shall constitute a contract equally binding between the vendor and the City. No different or additional terms shall become a part of this contract except for a change order processed through the Purchasing Department.

2.12 This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, Texas.

2.13 The successful bidder and the City of Allen agree that each party have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

2.14 Bidder acknowledges and represents that they are aware of laws, City Charter and City Code of Conduct regarding Conflicts of Interest. The City Charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land or rights or interest in any land, materials, supplies or service..."

2.15 Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a Local Government entity, disclose in the questionnaire form CIQ, the vendor or person's affiliation or business relationship that might cause a Conflict of Interest. This form must be filed with the Records Administrator no later than 7 business days after the date the person becomes aware of facts that require the statement to be filed. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

2.16 All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances and regulations. The Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work.

2.17 The City reserves the right to audit the records and performance of vendor during the term of the contract and for three years thereafter.

2.18 Unless otherwise notified, all invoices must be sent to the Accounts Payable, Finance Department at the address listed on page one (1). Invoices must show the item(s) shipped/work performed and the purchase order number applicable to the transaction in order to insure prompt payment.

2.19 Payment will be made in accordance with Texas statutes. Term of Payment is net 30 days after the date the City receives the goods in accordance with the contract, the date the performance of service in accordance with the contract is completed, or the date the agency receives an invoice for the goods or services, whichever occurs the latest. If your company provides a discount for early payment, please indicate in this solicitation. This will not be considered an evaluation factor in the award of the bid(s).

2.20 Funds for payment have been approved. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved; therefore, anticipated obligations that may arise past the end of the current City fiscal year shall be subject to budget approval. The City of Allen is a Home-Rule Municipal Corporation operated and funded October 1 to September 30.

2.21 The City of Allen is by statute tax-exempt therefore pricing shall not include taxes. Tax exemption certificates will be executed by the City and furnished upon request.

2.22 Vendors shall state a firm completion time. The City reserves the right to cancel orders and/or assess financial penalties if the vendor fails to complete project as promised. Work shall be scheduled between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays, unless otherwise approved by the City.

2.23 When offering products other than those bids, the City reserves the right to request a sample/demo of the product for evaluation. In such cases, the bidder must provide a sample/demo of the product at no charge to the City within three days of the request and must pick up the product after the evaluation. Failure to provide an evaluation product within the three-day period

will disqualify the bidder from further consideration. If the bidder offers a product other than that specified, specifications must be included in the bid package. Bid responses not listing manufacturer or part numbers in the Mfg./Pt No. section of the bid form will be considered as bidding according to specification, and if awarded, will be required to provide exactly what was specified. Samples should not be enclosed with bid unless requested.

2.24 The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretation of these specifications shall be made based on this statement.

2.25 Testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.

2.26 When unit price differs from extended price, the unit price prevails.

2.27 In case of a discrepancy between the product number and description, the description takes precedence.

2.28 When manufacturers are named in the specification, they are not meant to limit competition, but to define the minimum standard, quality, and performance of the item specified. All materials supplied will be new, first quality industrial-grade products.

2.29 Response to specification is primary in determining the lowest responsible bid.

2.30 The City of Allen reserves the right to award a vendor bid as an "alternate award". The alternate vendor's bid shall remain in effect for the term of the awarded contract, should the primary vendor become unable or unwilling to complete the contract term. The alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original bid will remain in effect.

2.31 The City of Allen reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

2.32 Bid prices cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

2.32.1 A price redetermination may be considered only at the anniversary dates of the contract. All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A. Insurance Coverage Rates, Producers Price Index or employment Cost Index for your industry or product category as published by the U.S. Department of Labor, Bureau of Labor Statistics, etc. The bidders experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best value bid. The City of Allen reserves the right to accept or reject price redetermination as it deems to be in the best interest of the City. Annual contract escalators and consumer price index adjustments cannot exceed 3.5%. The City of Allen is operating under new constraints from State Legislature and our efforts are focused on finding solutions that maximize our impact on the community. Any adjustment in pricing must be presented to the City of Allen at least 90 days prior to the expiration or renewal of the current agreement. Notice of renewal will be given to the Contractor in writing by the City of Allen, normally within 30 days prior to the expiration date of the current contract.

2.33 A bid price may not be withdrawn or canceled by the bidder for a period of 90 days following the date designated for the receipt of bids without written approval of the Purchasing Manager, and bidder so agrees upon submittal of bid.

2.34 No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders must be made in writing.

2.35 Any interpretations, corrections or changes to this bid packet will be made by addenda.

Sole issuing authority shall be vested in the City of Allen Purchasing Department. Addenda will be sent to all who are known to have received a copy of this bid packet. If the Addenda contain changes to the specification or bid form, bidders shall acknowledge receipt of all addenda or they will be declared non-responsive.

2.36 Bid tabulations can be accessed in the City of Allen electronic bidding system <https://allentx.ionwave.net/Login.aspx>. Please allow at least one week after opening date for bids to be tabulated.

2.37 All work, materials, equipment, and supplies furnished under this contract shall comply with applicable laws, ordinances and regulations.

2.38 Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.

2.39 Quotations must show the number of calendar days required to place the materials in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior notice to the Purchasing Division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons of failure to meet specifications authorizes the Purchasing Division to purchase goods elsewhere and charge any increase in cost and handling to the defaulting bidder.

2.40 F.O.B. will be Destination/Inside Delivery/Installed at the location stated on the City's purchase order, acceptable only during normal working hours. The price will be firm lump sum all-inclusive cost for all materials, work, transportation, and all other costs of whatsoever nature for each item listed. Vendor will be responsible for all claims against the carrier for all freight and/or drayage damage. The City assumes no liability for goods delivered in damaged or unacceptable condition. Vendor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by District of damage. Shipments will be made to the specific locations described in the bid specifications. If the vendor must deliver to the specified room, the vendor must remove all packing and debris, which results from set-up and installation. Owner dumpsters cannot be used.

2.41 At the time of the opening of bids each bidder shall be presumed to have inspected the sites and to have read and shall be thoroughly familiar with the contract requirements. The failure or omission of any bidder to examine any form, instrument, document or site shall in no way relieve any bidder from any obligation in respect to this bid.

2.42 The City shall have the right to do other work, or to let other contracts for work to be done, on the same sites as specified for the work to be done under this contract, and the City's arrangements as to precedence of work and the relationship between the Vendor and the City shall be decisive.

2.43 It is the policy of the City of Allen that whenever practical, products should be purchased which contain the highest percentage of post-consumer recovered material available in the marketplace and/or the highest percentage of pre-consumer recovered material available in the marketplace.

2.44 Texas Government Code, Chapter 2252, non-resident bidders; Texas Law prohibits Cities and Governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidders' state.

2.45 The vendor shall purchase and maintain in force the following kinds of insurance for operations under the contract as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the City before the commencement of any work:

2.46 Workers' Compensation Coverage – Statutory See Insurance Requirements in Exhibit

2.47 Attention is called to the fact that the inclusion of a minimum scale of wages to be paid to employees engaged in the work under this Contract does not release the Contractor from compliance with any State Wage Law that may be applicable. The Contractor shall abide by the Wage and Hour Laws of the State and must not pay less than the wages legally prescribed as set forth herein.

2.47.1 Except for work on legal holidays, the "general prevailing rate of per diem wage" for the various crafts or types of workmen or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the respective Rate Per Hour.

2.47.2 For legal holidays, the "general prevailing rate of per diem wage" for the various crafts or type of workmen or mechanics is the product of (a) one and one-half times the respective Rate per Hour, times (b) the number of hours worked on a legal holiday.

2.47.3 The "general prevailing rate for overtime work" for the crafts or type of workmen or mechanics is one and one-half times the above respective Rate per Hour.

2.47.4 Under the provisions of Article 5159a Vernon's Annotated Texas Statutes, the Contractor shall forfeit as a penalty to the entity on whose behalf the Contract is made or awarded, Ten Dollars (\$10.00) for each laborer, workman, or mechanic employed, for each calendar day or portion thereof that such laborer, workman or mechanic is paid less than the said stipulated rates for any work under the Contract, by him or by any sub-contractor under him.

2.48 Provide the names and locations electronically of at least three (3) references at which the offeror has conducted similar services and requirements along with specific individuals whom we may contact for references.

2.49 All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Secretary.

2.50 EVALUATION CRITERIA: PLEASE NOTE THAT THIS BID WILL BE AWARDED ON THE BASIS OF "BEST VALUE". The award to the successful bidder will be determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting a contractor:

- the purchase price.
- the reputation of the bidder and the bidder's services.
- the quality of the bidder's service.
- the extent to which the bidder's services meet the City's needs.
- the bidder's past business relationship with the City.
- the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities.
- the total long-term cost to the City to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

2.51 PROHIBITION OF BOYCOTT ISRAEL: Vendor 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. **YES**

2.52 PROHIBITION OF BOYCOTT OF ENERGY COMPANIES: By accepting this purchase order, Vendor 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. 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. **YES**

2.53 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.

2.54 STORM WATER MANAGEMENT

Under the Authority of the Clean Water Act, the Environmental Protection Agency (EPA), the City of Allen has endeavored to reduce / improve storm water quality per direction of the Texas Commission of Environmental Quality (TCEQ). The City of Allen has developed standard operating procedures (SOP's) for our Storm Water Management Program (SWMP). By signing this contract all vendors accept to follow our SOP's of our SWMP. Follow the link for our SOP's <http://www.cityofallen.org/933/Storm-Water-Management>

2.55 COOPERATIVE PURCHASING: As permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this bid is not specifically for the Collin County Governmental Purchaser's Forum, each entity wishing to participate must have prior authorization from the City of Allen and the vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Allen shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by the entities. Bidder is to state their willingness to allow other governmental entities to participate in this contract, if awarded. Vendors bidding products other than those specified should submit technical specification literature with bids.

IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?

YES YES NO

BID ENDORSEMENT

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

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

SUBMITTED BY:

Phoenix I Restoration and Construction, LLC

(OFFICIAL Firm Name)

By: 

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

Dale C. Sellers

(Typed or Printed Name)

President / CEO

(Title)

01-10-2022

(Date)

Remittance

Address: 14032 Distribution Way

Farmers Branch, Texas 75234

(Zip Code)

Phone #: (214) 902.0111

Fax #: (214) 904.9635

E-Mail Address: dsellers@phoenix1.org

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

ADDENDUMS/AMENDMENTS:

1) 1-4-2022 date acknowledged

2) _____ date acknowledged

3) 1-4-2022 date acknowledged

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

**Phoenix I Restoration and Construction,
LLC**
14032 Distribution Way
Farmers Branch, TX 75234

SURETY (Name, legal status and principal place of business):

United Fire & Casualty Company
P. O. BOX 73909
Cedar Rapids, IA 52407

OWNER (Name, legal status and address):

City of Allen
305 Century Pkwy.
Allen, TX 75013-2559

Bond Amount: **Five Percent of the Greatest Amount Bid by Principal (5% GABP)**

PROJECT: (Name, location or address, and Project number, if any):

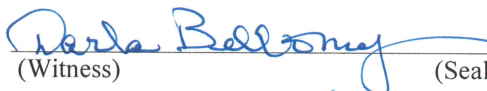
RFP 2022-12-15 Barn Relocation, Allen, TX

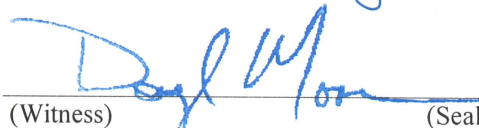
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding ninety (90) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond ninety (90) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **6th** day of **January, 2022**


(Witness) (Seal)


(Witness) (Seal)

Phoenix I Restoration and Construction, LLC
(Principal) (Seal)

(Name & Title):

United Fire & Casualty Company

(Surety)

(Name & Title): Allyson Dean-West, Attorney-in-Fact

Language conforms to AIA Document A310 Bid Bond
BID70001ZZ0311f



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

ALLYSON DEAN-WEST, EVA O. LIMMER, EMILY MIKESKA, JOHN R. WARD, THOMAS DOUGLAS MOORE, MONICA VEAZEY, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 22nd day of July, 2021

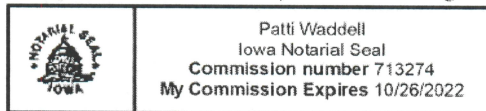


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 22nd day of July, 2021, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 6th day of January, 2022.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC



IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may call United Fire Group's toll free telephone number for information or to make a complaint at:
800-343-9130

You may also write to United Fire Group at:

United Fire Group
Attn: Surety Department
P.O. Box 73909
Cedar Rapids, IA 52407-3909

-or street address-

United Fire Group
Attn: Surety Department
118 Second Avenue SE
Cedar Rapids, IA 52401

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-99091
Fax: (512) 490-1007 Web: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

Premium or Claim Disputes:

Should you have a dispute concerning your premium or about a claim, you should contact United Fire Group first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253.021, Governmental Code, and Section 53-202, Property Code.



Company Overview:

Phoenix I Restoration and Construction, LLC.
14032 Distribution Way
Farmers Branch, TX 75234, 214.902.0111

Phoenix I Restoration and Construction, LLC - Corporation established 2021
Phoenix I Restoration and Construction, Ltd - Limited Partnership established in 1999
Contracts Division of Jones Blair Paint Company - Company originally established in 1965

Officers: Resumes to follow this page
Dale C. Sellers
Travis Sellers
Kyle Moncrief

Phoenix I Restoration and Construction, Ltd. has been in business over 50 years and under current ownership since 1999. We are a recognized industry leader in specialty consulting, construction management, general contracting, and technical trades contracting with specific expertise in historic building restoration. We have participated in the restoration of the Texas State Capitol, the San Jacinto Monument, 35 historic Texas Courthouses, and more than 100 historically significant projects.

Phoenix I holds membership in the following:
Preservation Dallas
Preservation Austin
AIA – American Institute of Architects

Phoenix I Restoration has never undergone an investigation by an outside agency pursuant to the filing of claims.

Phoenix I Restoration and Construction, Ltd.

14032 Distribution Way Farmers Branch, Texas 75234 ● 214-902-0111 ● 214-904-9635 (Fax)

EXHIBIT 4

BIDDERS QUALIFICATION STATEMENT

Project: Bid No. 2022-12-15

Contractor: Phoenix I Restoration and Construction, LLC

Indicate One: ☐ Sole Proprietor ☐ Partnership ☒ Corporation

Name: Dale C. Sellers Partner: _____

Title: President / CEO Title: _____

Address: 14032 Distribution Way Address: _____

City: Farmers Branch City: _____

State & Zip: Texas 75234 State & Zip: _____

Phone: 214.902.0111 Phone: _____

State and Date of Incorporation, Partnership, Ownership, Etc. _____

Location of Principal Office: Farmers Branch, TX

Contact and Phone at Principal Office: Dale C. Sellers

Liability Insurance Provider and Limits of Coverage: Ward & Moore Insurance Services -See certificate included

Workers compensation Insurance Provider: Texas Mutual Workers Compensation Insurance

Address: 433 East Blvd., Las Colinas, Irving, TX

Contact and Phone: 800.859.5995

Number of Years in Business as a Contractor on Above Types of Work: **50+**

Claims and Suits (If the answer to any of the questions is yes, please attach details):

Has your organization ever failed to complete any work awarded to it? **No**

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers? **No**

Has your organization filed any lawsuits or requested arbitration regarding construction contracts within the last five years? **No**

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? **No**

List your most current agreements/contracts, with information, like the type of work bid.
(Use Additional Sheets if Necessary)

Project: Nueces County Courthouse Exterior Wall Remediation - In progress

Project Description: Wall remediation, selective demolition, masonry, stone tiling, cleaning of precast concrete

Owner/Agency: Nueces County

Contact Person: Bob Mitchell-Richter Architects Contract Price: \$6,672,876.00

Phone: 361.882.1288 Email bmittchell@richterarchitects.com

Project: Tom Green County Courthouse Historical Renovations-Phase I, Phase II, Phase III - In progress

Project Description: Removal of column concrete and brick, electrical work, fire suppression, painting, chiller replacement

Owner/Agency: Tom Green County

Contact Person: Don Killam Contract Price: Phase I-\$831,481.00 / Phase II-\$348,979.00
Phase III-\$2,599,814.00

Phone: 325.657.8010 Email don.killam@co.tom-green.tx.us

Project: Gibson Grant Log Cabin Historical Restoration

Project Description: Masonry restoration, rough carpentry, finish carpentry, millwork, roofing, doors, windows, wood flooring, plumbing, electrical, drywall/framing

Owner/Agency: Town of Flower Mound

Contact Person: David Bauer Contract Price: \$ 1,166,628.00

Phone: 972.874.6308 Email david.bauer@flower-mounf.com

Bank References (List Institution, Address, Contact Person, and Phone):

Prosperity Bank - Casey Herr

5949 Sherry Lane, Suite 1300

972.461.7224

EXHIBIT 5
SUPPLEMENTAL INFORMATION

Please provide the following information for contract development:

Is the company a	1.	Sole Proprietorship	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	2.	General Partnership	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	3.	Limited Partnership	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	4.	Corporation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	5.	Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

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

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

If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation: [Phoenix I Restoration and Construction, LLC formed under the laws of the State of Texas, 14032 Distribution Way, Farmers Branch, Texas 75234, Officers: Dale C. Sellers, Travis Sellers, Kyle Moncrief, Secretary: Darla Bellomy, Treasurer: Amanda Martin](#)

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

P

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

☒ No ☐ Yes if yes, specify ☐ MBE ☐ WBE

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

☒ No ☐ Yes

If yes, specify the governmental agency:

Date of certification:



Similar Projects: Project photographs following this page

Sharrock Niblo Cabin – Substantial completion April 30, 2017

Description: Stabilization of historic log cabin, barn, and root cellar. Disassembly and reconstruction of existing log cabin, construct concrete foundation.

Owner: City of Dallas Park and Recreation Department

Trent Williams: 214.670.1807

Architect: Marcel Quimby - 214.755.1503

Sharrock Niblo Barn – Substantial Completion October 8, 2019

Description: Stabilization of historic log cabin, barn, and root cellar. Disassembly and reconstruction of existing log cabin, construct concrete foundation.

Owner: City of Dallas Park and Recreation Department

Trent Williams: 214.670.1807

Architect: Marcel Quimby - 214.755.1503

Stagecoach Inn Relocation – Substantial completion August 30, 2018

Description: Prepare the travel route and undeveloped new site location. Construct foundation at new site. Prepare and stabilize the building, perform building relocation in one piece to new site. Stabilize and prepare the structure and site for future rehabilitation or restoration.

Owner: City of Round Rock

Joelle Jordan: 512.218.5422

Sam Rayburn Historic Barn Stabilization – Substantial completion August 23, 2016

Description: Barn building was raised and moved to allow a new foundation to be installed. Building was structurally reinforced and placed back in original position.

Owner: Texas Historical Commission

Jesus Najar: 512.463.3297

Phoenix I Restoration and Construction, Ltd.

14032 Distribution Way Farmers Branch, Texas 75234 ● 214-902-0111 ● 214-904-9635 (Fax)



Similar Projects: Project photographs following this page

Sharrock Niblo Cabin – Substantial completion April 30, 2017

Description: Stabilization of historic log cabin, barn, and root cellar. Disassembly and reconstruction of existing log cabin, construct concrete foundation.

Owner: City of Dallas Park and Recreation Department

Trent Williams: 214.670.1807

Architect: Marcel Quimby - 214.755.1503

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Architect: Marcel Quimby - 214.755.1503

Stagecoach Inn Relocation – Substantial completion August 30, 2018

Description: Prepare the travel route and undeveloped new site location. Construct foundation at new site. Prepare and stabilize the building, perform building relocation in one piece to new site. Stabilize and prepare the structure and site for future rehabilitation or restoration.

Owner: City of Round Rock

Joelle Jordan: 512.218.5422

Sam Rayburn Historic Barn Stabilization – Substantial completion August 23, 2016

Description: Barn building was raised and moved to allow a new foundation to be installed. Building was structurally reinforced and placed back in original position.

Owner: Texas Historical Commission

Jesus Najjar: 512.463.3297

Phoenix I Restoration and Construction, Ltd.

14032 Distribution Way Farmers Branch, Texas 75234 ● 214-902-0111 ● 214-904-9635 (Fax)

SHARROCK NIBLO CABIN



The Sharrock Niblo Cabin was originally constructed in 1847 by the Sharrock family, members of the Peters Colony, who were among the earliest settlers in Dallas County. The land on which the cabin sits was owned for many years by Judge Grady Niblo and the Niblo family. In 2005, the land was donated to the City of Dallas Parks and Recreation Department. The Sharrock Niblo Cabin has been designated a Dallas Landmark, a Texas Historic Landmark, and is on the National Register of Historic Places.

Phoenix I teamed with City of Dallas Parks and Recreation Department, Quimby McCoy Preservation Architecture, and JQ Engineering to complete a restoration/preservation project on the cabin. The project scope required detailed documentation of the existing cabin. Each log was labeled with a brass tag and key drawings were created to ensure the cabin could be accurately reassembled. Once the documentation was complete, the cabin was disassembled and historic logs were moved to Phoenix I's shop where each log was thoroughly examined. Logs that were determined to be too damaged for restoration were replaced with historically accurate replicas. All the other logs were completely restored using epoxy repair material to fill voids caused by wood rot. Epoxy areas were then treated by sculptors to make the epoxy match the appearance of the surrounding wood. The cabin was reassembled in the shop for testing, then disassembled and moved to the Sharrock Niblo Farmstead. A new foundation grade beam was constructed, and the cabin was reassembled onsite using detailed documentation and key/labeling system to ensure historically accurate log placement and notching/joining patterns. Once the logs were assembled, historically accurate chinking material was installed between the logs, and the replicated historic door was installed. The roof structure and wood shake roofing material were then installed. Finally, the upper courses of the historic stone chimney were reconstructed.

The Sharrock Niblo Cabin project was awarded The Gail Thoma Patterson Award for Outstanding Preservation by Preservation Dallas in 2016.

CONTRACT AMOUNT

\$372,971

PROJECT COMPLETION

May of 2015

KEY TEAM MEMBERS

Senior Project Manager: Dale C. Sellers

Chief Estimator: Kyle Moncrief

Project Superintendent: Daniel Ledbetter

PROJECT OWNER | CONTACT

City of Dallas, Parks and Recreation Department
Trent Williams
214.670.1807

SCOPE OF SERVICES PROVIDED

General Contractor
Historical Restoration
Wood Repair/Restoration
Masonry Restoration

TYPE | SIZE

Landmark | 230 SF

Sharrock Niblo Barn Restoration - Before



Sharrock Niblo Barn Restoration - After



STAGECOACH INN



The Stagecoach Inn, constructed from 1848 to 1853, is the oldest known building in the City of Round Rock, Texas. It was built by John J. Harris to service the stagecoach route from San Antonio to Waco and was located at the intersection of Round Rock Avenue and Chisholm Trail. In the past 160 years, it has served as a horse changing station and rest stop, an Inn, a private residence, and a restaurant.

Hired by the City of Round Rock, Phoenix I Restoration and Construction worked with Architexas, Sparks Engineering, and HD Snow & Son House Movers to successfully relocate the 100 ton limestone structure a quarter mile to the Bathing Beach park development off the Chisolm Trail.

In order to prepare the building for relocation the scope of work included; selective demolition, removal of non-original stone walls, the salvaging of historic materials for later use, structural stabilization, and the construction of a temporary bridge to provide additional support over the low water crossing at Bushy Creek. Phoenix I worked closely with the City of Round Rock Transportation Department, TxDot, Union Pacific, and local utility providers to plan and execute a safe, secure route that caused little disruption to normal traffic flow.

Phoenix I also performed extensive masonry and grout cleaning and restoration, as well as rebuilding some of the stone walls. It was necessary to also restore the roof to the original roof slope.

PROJECT COMPLETION

September 2018

KEY TEAM MEMBERS

Senior Project Manager: Dale C. Sellers

Chief Estimator: Kyle Moncrief

Superintendent: Daniel Ledbetter

PROJECT OWNER | CONTACT

City of Round Rock

Joelle Jordan

512.218.5422

SCOPE OF SERVICES PROVIDED

Building Relocation

Concrete- Structural Slab

Masonry Restoration

Plumbing

Rough Carpentry

Roof Repair- Metal

Waterproofing

TYPE

Arts & Culture

Landmark

New Construction- foundation



CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of
Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

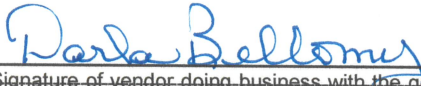
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

01/05/2022

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Phoenix Restoration and Construction, Ltd.

Historical Restoration Projects 2009-2021

	PROJECT	OWNER	ARCHITECT	PROJECT DETAILS	PERTINENT SCOPE OF WORK
	Texas State Cemetery Caretaker's Cottage Exterior Rehabilitation 901 Navasota St. Austin, Texas 78705 Job # 50-21-1932	State Preservation Board 401 E. 14 th St. Austin, Texas 78701 Bob Cash 512.463.5390 Bob.cash@tspb.texas.gov	Komatsu Architecture 3880 Hulen St. Ste 30 Fort Worth, TX 76107 Vincent Ramirez 832.483.0986 vramirez@komatsu-inc.com	Built in Original Contract: \$399,898.00 Contract to Date: \$399,898.00 Start Date: May 17 th , 2021 Ongoing	Historical Exterior Rehabilitation, Rough Carpentry, Roofing, Windows and Doors, Hardware, Lead Abatement & Painting
	Nueces County Courthouse Exterior Wall Remediation 901 Leopard St. Corpus Christi, Texas 78401 Job# 50-20-1908	Nueces County 901 Leopard St. Corpus Christi, Texas 78401 Bert Perez 361.888.0490 Bert.perez@nucisco.com	Richter Architects, Inc. 201 S. Upper Broadway Corpus Christi, Texas 78401 Bob Mitchell 361.882.1288 bmitchell@richterarchitects.com	Built in Original Contract: \$6,672,876.00 Contract to Date: \$6,672,876.00 Start Date: February 8 th , 2021 Ongoing	Exterior Wall Remediation, Selective Demolition, Masonry, Stone Tiling, Cleaning of Precast Concrete
	Gibson Grant Log Cabin Restoration Southeast Corner of Flower Mound Road and Quail Run Road Job# 50-19-1809	Town of Flower Mound 2121 Cross Timbers Rd Flower Mound, TX 75028 David Bauer 972.874.6308 David.bauer@flower-mound.com	McCoy Collaborative Preservation Architecture 3200 Main St #3.6 Dallas, TX 75028 Nancy McCoy 214.977.9118 ext 7002 nancy@mccoycollaborative.com	Built in Original Contract: \$ 1,166,628.00 Ongoing Start Date: November 20, 2020 Ongoing 1050 sf	Historical Restoration, Masonry Restoration, Rough Carpentry, Finish Carpentry, Demolition, Millwork, Roofing, Doors, Windows. Wood Flooring, Drywall, Plumbing, Utilities, HVAC, Electrical, Fencing, Drywall/Framing
	Tom Green County Courthouse Renovations – Phase I 112 W. Beauregard Ave San Angelo, Texas 76903 Job # 50-19-1806	Tom Green County 111 W. Beauregard Avenue San Angelo, Texas 76903 Don Killam 325.657.8010 don.killam@co.tom-green.tx.us	HDR Architects 17111 Preston Road Dallas, TX 75248 John Nieson 972.960.4000 John.niesen@hdrinc.com	Built in 1928 Original Contract: \$831,481.00 Contract to Date: \$831,481.00 Start Date: October 12 th , 2020 Completion Date: July 1 st , 2021 225,000 SF	Historical Renovations, Demolition, Removal of Column Concrete and Brick, Electrical Work, Millwork, Fire Suppression, Painting,
	Meyerson Symphony Center Upgrades and Repairs 2301 Flora Street Dallas, Texas 75201 Job # 50-20-1856	City of Dallas 1500 Marilla St. – 6DS Dallas, Texas 75201 Edlin Hernandez 214.671.8891 edlin.hernandez@dallascityhall.com	HarrisonKornberg Architects 100 Glass Street Dallas, Texas 75207 Kristopher T McGraw 469.646.4001 kmcgraw@harrisonkornberg.com	Built in Original Contract: \$3,529,020.00 Contract to Date: \$1,440,564.00 Start Date: June 15 th , 2020 Ongoing 260,000 SF-Above Ground 225,000 SF-Below Ground	Resealed Exterior Limestone to Limestone Joints, Exterior Membrane Transition at Skylights, Custom Mesh Screen at Lenses, Reconfigured Drain Line at each end of gutters at Lenses, Low Roof to Limestone Parapet Transition New Fire Alarm Control Panel, Fire Alarm Strobes Throughout Concert Hall, Added Duct Smoke Detectors Throughout except concert hall.

	PROJECT	OWNER	ARCHITECT	PROJECT DETAILS	PERTINENT SCOPE OF WORK
	Hall of State Restoration 3939 Grand Avenue, Dallas, Texas Job # 50-18-1805	City of Dallas 1500 Marilla Street, Room 6FS, Dallas Texas, 75201 Stefan Kesler Sr. Project Manager 214-670-4109 Stefan.kesler@dallascityhall.com	Gensler 5005 Greenville Avenue, Dallas, Texas, 75206 Felicia Santiago 214-273-1500 o 214-866.2427 c Felicia_santiago@gensler.com	Built in 1936 Original Contract: \$8,754,600.00 Contract to Date: \$10,763,033.70 Start Date: October 2019 Completion: November 30, 2020 49,600 SF	Historical masonry restoration, historical metal fabrication, waterproofing, historical door restoration, glass/glazing, paint stain, decorative finishes, cast plaques, repair bronze armatures, repoint limestone steps, patina and polish cast bronze grills, below grade waterproofing, plaster repairs, plumbing, electrical
	Dallas Black Dance Theatre 2700 Ann Williams Way Dallas, TX 75201 Job# 50-20-1858	City of Dallas 1500 Marilla St. – 6DS Dallas, Texas 75201 Martha Welch 214.671.5130 martha.welch@dallascityhall.com	Architexas 1907 Marilla St. #2 Dallas, TX 75201 Michael Kanowski 214.748.4561 mkanowski@architexas.com	Built in 1930 Original Contract: \$738,000.00 Contract to Date: \$772,033.56 Start Date: July 21 st , 2020 Completion Date: July 10 th , 2021	Historic Roofing Repairs, Historic Window Replacement,
	Restoration of House and Barn at Man Homestead 604 West Broad St. Mansfield, Texas 76063 Job # 50-19-1803	City of Mansfield 1200 East Broad Street Mansfield, Texas 76063 Wade McLaurin Director of Building Services 817.276.4222 Wade.mclaurin@mansfieldtexas.gov	TMA-CHA Architects 814 Pennsylvania Ave Ste 100 Fort Worth, Texas 76104 Tom Malone 817.737.0404 tom@tma-cha.com	Original Contract: \$5381339.00 Final Contract: \$586,586.05 Start Date: June 6 th , 2020 Completion Date: October 30 th , 2020 2,500 SF	Historic Restoration of Entry Doors, Sashes and Light Fixtures, Restored Broken Corbels, New Cedar Roof Flashing and Replaced Lath as Necessary, Replaced Porch Posts, Repaired Collapsed Areas of Brick Walls and Brick Foundation, Installed Deck and Steps, Replaced 100% of Clapboard Siding, Repointed 100% of Chimney Brick.
	Jack K. Williams Building Exterior Restoration Phase 2 400 Bizzell Street Bldg 0473 – Texas A&M University College Station, Texas 77840 Job # 50-19-1797	SSC Service Solutions 600 Agronomy Road College Station, Texas 77843 John Cargill Owners Representative 979.436.6936 john.cargill@sscscserv.com	WJE Associates 9511 North Lake Creek Pkwy Austin, Texas 78717 Chris McInnis 512.257.4800 cmcinis@wje.com	Original Contract: 1,580,000.00 Final Contract: \$1,842,364.19 Start Date: July 24 th , 2019 Completion date: April 18 th , 2020 67,000 SF	Masonry Restoration, and Waterproofing
	French Legation Preservation and Rehabilitation 802 San Marcos Street, Austin, Texas, 78702 Job # 50-19-1787	Texas Historical Commission P.O Box 12276, Austin, Texas, 78711 Glenn Reed 512-463-6378 Glenn.reed@thc.texas.gov	Hutson Gallagher Architects Chris Hutson 1206 Quail Park Drive Austin, Texas 78758 512.960.0013 chris@hutsongallagher.com	Built in 1841 Original Contract: \$1,392,500.00 Current Contract: \$1,932,465.11 Start Date: 7/1/2019 Completion Date: 10/30/2020 33,500 SF	Historical masonry restoration, bronze railing repair and install, historic hardware cleaning and repair, historic hardware reproduction, rough carpentry, siding repairs/replacement, wood decking and steps, finish carpentry, millwork, joint sealants, door restoration, wood shutters repair, wood flooring repair and install, install fire alarm, HVAC

	PROJECT	OWNER	ARCHITECT	PROJECT DETAILS	PERTINENT SCOPE OF WORK
	Cinemark Stone Cladding Repair 3900 Dallas Parkway, #500, Plano, Texas, 75093 Job # 50-18-1710	Cinemark USA Inc. 3900 Dallas Parkway #500, Plano, Texas 75093 Don Harton 972-665-1104 o 214-632-5492 c	Conley Group Ken Paar 5800 E. Campus Circle, Suite 250, Irving, Texas, 75063 972-444-9020 o 972-839-9623 c kpaar@conleygroup.com	Original Contract: \$4,699,950.00 Current Contract: \$4,827,247.82 Start Date – July 9 th , 2018 Completion: February 18,2020 15,000 SF	Removal and replacement of 15,000 SF of exterior cast stone, replaced with natural limestone. Scope included application of new air barrier before new limestone installed in addition to removal and re-installation of all exterior windows with new sealants applied.
	Goliad County Courthouse Structural and Architectural Repairs 127 North Courthouse Square, Goliad, Texas, 77963 Job # 50-19-1777	Goliad County P.O. Box 677, Goliad, Texas, 77963 Honorable Judge Mike Bennett 361-645-3337 mbennett@goliadcountytx.gov	Texas Historical Commission Brit Barr 108 West 16 th Street, 2nd Floor, Austin, Texas, 78707 512-463-6088 Brit.barr@thc.texas.gov	Built in 1894 Original Contract: \$393,490.00 Final Contract: \$393,490.00 Start Date: March 13 th , 2019 Completion date: November 5 th , 2019	Wood roof framing repairs, historical window restoration, slate roof repairs, install new mod bit roof as needed, lightning protecting repaired and replaced, cupola window repair and paint, sheet metal repairs and plaster repairs
	Fulton Mansion State Historic Site- Exterior Restoration Due to Hurricane Harvey Damage 317 S. Fulton Beach Rd. Rockport, Texas 78382 Job# 50-18-1751	Texas Historical Commission P.O. Box 12276 Austin, Texas 78711 Paula Rhodes 214-463-7947 Paula.rhodes@thc.texas.gov	Texas Historical Commission P.O. Box 12276 Austin, Texas 78711 Glenn Reed 214-463-6387 glenn.reed@thc.texas.gov	French Second Empire Style Built in 1877 Designations: Texas Historic Landmark, National Register of Historic Places Original Contract: \$596,200 Current Contract: \$655,800 Start Date: January 2019 Completion Date: October 2019	Repair and restoration of the roofs. Structural repair to the wood structure. Restoration of exterior stucco. Stripping, consolidation, priming and painting, repair and restoration of wood siding, quoins, columns, balustrades, etc. Carpentry. Masonry. Painting. Roof Restoration- Mansard. Structural Repair. Waterproofing.
	Dallas Records Building Renovation- Window Restoration 501 Main St. Dallas, Texas Job# 50-18-1730	Dallas County General Contractor: Manhattan Byrne 3i Tony deVittorio 214.357.7100 tdevittorio@manhattanconstruction.com Bryan Thompson 214.438.6835 bthompson@manhattanconstruction.com	Gensler Marcel Quimby 5420 LBJ Freeway Ste 1100 Dallas, Texas 75240 214.273.1500 Marcel_quimby@gensler.com	3 buildings comprise the Dallas County Records Complex: Criminal Courts Building, 1915 Records Building, 1928 Records Building Annex, 1955 Designations: National Register of Historic Places, National Historic Landmark, Texas Historic Landmark Original Contract: \$9,198,900 Current Contract: \$11,103,730.82 Start Date: September 2018 Projected Completion Date: November 2021 304,318 SF In progress	542 Windows and hardware to be restored, fabricated when necessary, and upgraded to exceed energy code. Hardware. Glazing. Painting. Sealants. Waterproofing. Window Restoration- Aluminum and Steel.

	PROJECT	OWNER	ARCHITECT	PROJECT DETAILS	PERTINENT SCOPE OF WORK
	Dallas City News 1620 First Avenue Dallas, Texas Job # 50-16-1573	City of Dallas Tayo Ayanlola 3202 Canton St. Dallas, Texas 75226 214.670.9440 Ayantayo.ayanlola@dallascityhall.com	Russ Berger Design Group Dan Butco 2343 Tarpley Rd. Carrollton, Texas 75006 214.661.5222 dan@rbdg.com	Built in 1936 Original Architect: George Dahl Original Contract: \$5,146,800 Final Contract: \$6,386,244.93 Change Orders: \$1,239,444.93 Start Date: February 2017 Completion: July 19, 2019 17,500 Sq. Ft.	Renovation, Revitalization, and Repurposing of an unoccupied building to accommodate a television studio. Acoustical. Audio Visual. Carpet. Concrete. Demolition. Electrical. Elevator. Fire Suppression System. Hardware. HVAC. Insulation. Metal Fabrication. Modified Bitumen Roofing. Painting. Plumbing. Rough Carpentry. Structural Steel. Tile- Ceramic. Waterproofing.Wood Doors.
	Texas State Capitol Terrace & Balcony Waterproofing Repairs 1100 S. Congress Ave. Austin, Texas 78701 Job # 50-18-1686	State Preservation Board Kevin Koch 201 E. 14 th Street, #950 Austin, Texas 78701 512.463.4578 Kevin.koch@tspb.state.tx.us	Kevin Koch 201 E. 14 th Street, #950 Austin, Texas 78701 512.463.4578 kevin.koch@tspb.state.tx.us	Built in 1888 Italian Renaissance Revival style Original Architect: Elijah E. Meyers Designations: National Historic Landmark, National Register of Historic Places, Texas Historic Landmark, Texas State Antiquities Landmark Contract: \$1,258,270 Final Contract: \$1,291,500 Change Orders: \$33,229 Start Date: February 8, 2018 Completion: December 14, 2018	Removal and replacement of the tile decks, leveling course, and waterproofing systems on 2 terraces and the 2 nd and 4 th floor north balconies. Repairs to the brick arch and wrought iron beam structure at ground floor entrances. Concrete. Masonry- Brick and Granite. Plaster Repairs. Sealants. Selective Demolition. Stone Step Repair/Replace. Tile Restoration- Clay. Waterproofing. Wrought Iron Repairs.
	Texas State Capitol Door Restoration 1100 S. Congress Ave. Austin, Texas 78701 Job # 50-18-1729	State Preservation Board Kevin Koch 201 E. 14 th Street, #950 Austin, Texas 78701 512.463.4578 Kevin.koch@tspb.state.tx.us	Kevin Koch 201 E. 14 th Street, #950 Austin, Texas 78701 512.463.4578 kevin.koch@tspb.state.tx.us	Built in 1888 Italian Renaissance Revival style Original Architect: Elijah E. Meyers Designations: National Historic Landmark, National Register of Historic Places, Texas Historic Landmark, Texas State Antiquities Landmark Contract: \$148,600 Final Contract: \$158,299 Change Orders: \$9,699 Start Date: September 2018 Completion: November 2018	Restoration of 12 original 1888 doors, door leaves, and hardware, located at first floor exterior main entrances.
	Stagecoach Inn Relocation 901 Round Rock Ave. Round Rock, Texas Job # 50-18-1684	City of Round Rock Joelle Jordan 301 W. Bagdad, Suite 210 Round Rock, Texas 78664 512.218.5422 jjordan@roundrocktexas.gov	Architexas Chris Collins 2900 Congress Avenue Suite 200 Austin, TX 78704 512-444-4220 ccollins@architexas.com	Built in 1853 Pre-Railroad Style Original Builder: John J Harris Designations: Texas Historic Landmark Contract: \$796,000 Final Contract: \$830,321 Change Orders: \$34,321	Prepare the travel route and undeveloped new site location. Construct foundation at new site. Prepare and stabilize the building, perform building relocation in one piece to new site. Stabilize and prepare the structure and site for future rehabilitation or restoration.

	PROJECT	OWNER	ARCHITECT	PROJECT DETAILS	PERTINENT SCOPE OF WORK
	Stagecoach Inn Relocation-continued 901 Round Rock Ave. Round Rock, Texas Job # 50-18-1684			Start Date: February 2018 Completion: September 2018	Building Relocation. Concrete- Structural Slab. Electrical. Landscaping. Masonry- Limestone. Metal Roof Repairs. Plumbing. Rough & Finish Carpentry. Selective Demolition. Structural Stabilization.
	Comanche Springs Swimming Pool 200 W. Spring St. Fort Stockton, Tx 79735 Job # 50-18-1721	Pecos County Judge Joe Shuster 103 W. Callaghan Street Fort Stockton, TX 79735 432.336.2792 judge@co.pecos.tx.us	Wiss, Janney, Elster Associates, Inc. John Turner 6363 N. St. Hwy 161 #550 972.550.7777 jturner@wje.com	Built in 1938 by the WPA Contract: \$266,921 Final Contract; \$266,921 Start Date: July 2018 Completion: August 2018	Deck repairs and replacement on the North end of the pool. Concrete- Structural Slab. Plumbing. Selective Demolition. Structural Stabilization.
	Fannin County Courthouse Phase I Selective Demolition 101 E. Sam Rayburn Dr Bonham, Texas 75418 Job # 50-18-1705	Fannin County Judge Creta Carter 514 Chestnut Bonham, TX 75418 903-893-1484 clcarter@fanninco.net	Architexas David Chase 1907 Marilla, 2 nd Floor Dallas, Texas 75201 dchase@architexas.com	Built in 1888 with major remodels in 1929 and 1965 1888: Second Empire Style 1965: remodeled to Art Deco Original Architect: Wesley Clark Dodson Designations: Texas Historic Landmark Contract: \$649,220 Final Contract: \$659,187 Change Orders: \$9,967 Start Date: April 2018 Completion: August 2018	Selective demolition of non-historic façade, interior finishes, exterior site elements, and utilities scheduled not to remain. Asbestos Abatement. Selective Demolition. Masonry Cleaning.
	Goliad State Park and Historic Site: Custodians Cottage Renovation & Adaptive Re-use to Visitor Center and Mission Rosario Interpretive & Site Repairs Goliad County, Texas Job # 50-16-1560	Texas Parks and Wildlife Chuck Blue 4200 Smith School Road Austin, Texas 78744 512.389.4664 Charles.blue@tpwd.texas.gov	Ford Powell & Carson Jeremy Kreusel 1138 East Commerce St. San Antonio, Texas 78205 210.226.1246 jkreusel@fpcarch.com	Built in 1754 by Civilian Conservative Corps Contract: \$1,854,200 Final Contract \$2,074,888 Change Orders: \$220,688 Start Date: December 12 th , 2016 Completion: July 18 th , 2018 2,600 Sq. Ft.	Restore existing Custodian's Cottage and pergola, develop it into a visitor center, renovate laundry room into bathrooms, and construct new parking. Construct accessible parking and sidewalk to Mission Ruin. Partial demo of existing fence, addition of new fence, and new interpretive panels. Architectural Woodwork. Coating. Concrete. Electrical. HVAC. Landscaping. Masonry Restoration. Metal Framing. Painting. Plaster Restoration. Plumbing. Rough and Finish Carpentry. Roof Preservation. Selective Demolition. Sheet Metal Flashing and Trim. Tile Restoration. Waterproofing. Window and Door Restoration.

	PROJECT	OWNER	ARCHITECT	PROJECT DETAILS	PERTINENT SCOPE OF WORK
	Dallas Museum of Art Sculpture Garden Renovations of Kelly Courtyard 1717 Harwood St. Dallas, Texas Job # 50-17-1645	City of Dallas Carl Janak 1500 Marilla Dallas, Texas 75201 214.671.5123 carl.janak@dallascityhall.com	Conley Group Ken Paar 5800 E Campus Circle #250 Irving, TX 75063 972.444.9020 kpaar@conleygroup.com	Built in 1983 Original Architect & Designer: Dan Kiley, Edward Larabee Barnes Contract: \$1,290,000 Final Contract: \$1,459,196 Change Orders: \$169,196 Start Date: November 2017 Completion: June 2018	Demo of limestone paving, cladding, and coping. Demo concrete bench, walls, steps, and brick paving. Construct new. Excavate and install new piping, pump, filtration for water features and reflecting pool. Concrete. Landscaping. Lighting System. Masonry Restoration-limestone. Plumbing. Selective Demo. Waterproofing- below grade.
	Brazoria County Historical Museum New Elevator and Hoistway 100 E. Cedar Angleton, Texas 77515 Job # 50-17-1604	Brazoria County Judge Matt Sebesta Jr. 111 E Locust St #102A Angleton, Texas 77515 979.864.1200 matts@brazoria-county.com	Hutson Gallagher Chris Hutson 1206 Quail Park Drive Austin, Texas 78758 512.960.0013 chris@hutsongallagher.com	Built in 1897 Original Architect: Eugene Heiner Original Contract: \$467,659 Final Contract: \$477,625 Change Orders: \$9,966 Start Date: April 10, 2017 Completion: November 21, 2017 Work Performed by Phoenix I 70% 5,800 Sq. Ft.	Carpentry. Concrete. Electrical. Elevator Installation. HVAC Installation. Masonry Restoration. Painting. Plaster- removal/replacement Plumbing. Selective Demolition. Structural Steel Repairs. Waterproofing- below grade. Wood Flooring Restoration.
	Renovation of the old Dallas Municipal Building 106 S. Harwood Dallas, Texas 75201 Job # 50-14-1420	City of Dallas Robert Van Buren City of Dallas Public Works Department 320 E. Jefferson Dallas, Texas 75203 214.948.4532 Fax (214) 948-4524 Robert.vanburen@dallascityhall.com	The Conley Group Ken Paar 5800 E. Campus Circle Suite 250 Irving, Texas 75063 972.444.9020 Fax (972) 444-9737 kpaar@conleygroup.com	Built in 1913 Beaux Arts Style Original Architect: C.D. Hill Designations: Texas Historic Landmark Original Contract: \$12,103,301 Final Contract: \$13,957,701 Change Orders: (5) \$1,854,400 Start Date: January 14, 2015 Completion: March 17, 2017 Work performed by Phoenix I 36% 95,000Sq. Ft	Exterior envelope restoration including mansard roof, cladding, windows, sealants, and remediation of below grade waterproofing. Interior demo to shell. Replacement of 144 historic windows. ADA Updates Concrete. Copper Gutter Renovation. Door Restoration-metal. Masonry Restoration-limestone, terracotta. Plumbing. Roof Replacement- mansard Rough & Finish Carpentry. Skylight Restoration. Structural Stabilization. Tile Restoration. Waterproofing. Water Vault Construction. Window Replacement and restoration- wood, metal.
	Eisenhower Birthplace House Exterior Paint and Repairs 609 S. Lamar St. Denison, Texas 75021 Job # 50-17-1644	Texas Historical Commission John Akers 609 S. Lamar St. Denison, Texas 75021 903.465.8908 John.akers@thc.texas.gov	Texas Historical Commission, Historic Sites Division Project Design Assistant Paula Rhodes P.O. Box 12276 Austin, Texas 78711 512.463.6074 paula.rhodes@ths.texas.gov	Built circa 1877 Carpenter-Gothic Style Designations: Texas State Historic Site, Texas Historic Landmark, National Register of Historic Places Original Contract: \$29,966 Final Contract: \$29,966 Start Date: August 28, 2017 Completion: September 14, 2017 Work Performed by Phoenix I 50%	Finish Carpentry. Painting. Siding Replacement. Window Glazing.

	PROJECT	OWNER	ARCHITECT	PROJECT DETAILS	PERTINENT SCOPE OF WORK
	Halbouty Lecture Hall Improvements Halbouty Geosciences Building #0490 Texas A&M University College Station, Texas 77840 Job # 50-17-1611	Texas A&M University System Sean Stroyick Facilities Coordinator College of Geosciences 3148 TAMU College Station, Texas 77843 979.862.3290 sstroyick@geos.tamu.edu	Texas A&M University Terry Roye 450 Agronomy Rd. #1801 General Services Complex College Station, Texas 77843 979.862.9197 terry.roye@tamu.edu	Art Deco Style Built in 1932 Original Architect: Samuel C.P. Vosper Original Contract: \$994,000 Final Contract: \$1,099,521 Change Orders: \$105,521 Start Date: May 1, 2017 Completion: August 11, 2017 Work Performed by Phoenix I 46%	ADA Upgrades. Audio Visual. Automatic Doors. Ceiling Installation. Concrete. Decorative Painting. Electrical. Finish Carpentry. Plaster Restoration. Rubber Flooring. Selective Demolition. Stained Glass Repairs/Covers Structural Repairs. Terrazzo Restoration. Window Shades.
	Saigling House Renovation and Restoration 902 E. 16 th St. Plano, Texas 75074 Job # 50-15-1462 CMAR	City of Plano Liz Del Turco 5901 Los Rios Blvd, Plano, Texas 75074 972.941.7532 Fax (972) 461-7182 lizde@plano.gov	Quimby McCoy Preservation Architecture Andrea Hamilton 3100 Main Street Suite 3.6 Dallas, Texas 75226 214.977.9118 Fax 214. 977.9119 andrea@quimbymccoy.com	Craftsman Style Built in 1906 by Charles Saigling Original Contract: \$3,083,625 Final Contract: \$3,240,579 Change Orders: (8) \$156,954 Start Date: September 2015 Completion: January 2017 Work performed by Phoenix I 68% 3,200 Sq. Ft.	Brick Columns. Construct Restroom Building. Door Hardware. Grading. Hardscape. Irrigation. Landscaping. Move and Repair Site Lighting. Site Fencing. Site sidewalks with brick pavers.
	Texas State Capitol Exterior Preservation 1100 S. Congress Ave. Austin, Texas 78701 Job # 50-15-1493 CMAR	State Preservation Board Kevin Koch 201 E. 14 th Street, #950 Austin, Texas 78701 512.463.4578 Fax(512) 463-3372 Kevin.koch@tspb.state.tx.us	Kevin Koch 201 E. 14 th Street, #950 Austin, Texas 78701 512.463.4578 Fax (512) 463-3372 Kevin.koch@tspb.state.tx.us	Italian Renaissance Revival Built in 1888 Original Architect: Elijah E. Meyers Designations: National Historic Landmark, National Register of Historic Places, Texas Historic Landmark, Texas State Antiquities Landmark Original Contract: \$5,800,000 Final Contract: \$6,035,026 Change Orders: (8) \$235,026 Start Date: November 23, 2015 Completion: October 31, 2016 Work performed by Phoenix I 28% Sq. Ft. 360,000	Window Restoration of 788 historic wood windows, full abatement of 190 windows. 135 Window Sash: work in situ and removal for off-site repair. Dutchman Repairs. Window Glazing. Joint Repair and Patching. Masonry Restoration- granite. Wood Window Restoration.
	Polk County Courthouse Roof Restoration 101 West Church St. Livingston, Texas 77351 Job # 50-15-1429	Polk County Judge Sydney Murphy 101 West Church St. Livingston, Texas 77351 936.327.6813	Bailey Architects Sandra Bauder currently with Kirksey Architects 713.426.7475	Built 1924 Classic Revival Style Original Architect: McLelland and Fink Original Contract: \$4,400 Final Contract: \$371,900 Change Orders: \$367,500 Start Date: March 2016 Completion: October 2016 Work performed by Phoenix I 30%	Concrete Repair. Masonry Repair. Mortar Repair. Reconstruct missing cornice. Repointing, Restoration- brick, cast stone Roof Replacement- removal of BUR, replaced with mod-bit.

	PROJECT	OWNER	ARCHITECT	PROJECT DETAILS	PERTINENT SCOPE OF WORK
	Santa Fe Building Limited Terra Cotta Restoration 900 South Polk St. Amarillo, Texas 79101 Job # 50-16-1545	Potter County Mike Head 900 South Polk Street Amarillo, Texas 806.349.4820 mikehead@co.potter.tx.us	ARCHITEXAS Susan Frocheur 2900 S. Congress Avenue Suite 200 Austin, TX 78704 512.444.4220 Fax 512.444.4221 sfrocheur@architexas.com	Built in 1930 Gothic Revival Style Original Architect: E.A. Harris Designations: U.S. National Register of Historic Places, Historic Texas Landmark Original Contract: \$380,700 Final Contract: \$412,700 Change Orders: \$32,000 Start Date: June 2016 Completion: October 2016 Work performed by Phoenix I 100%	Glazing Masonry Cleaning. Replace cementitious wash lead caps at skyward facing joints. Replace Sealant. Replace stainless steel term bar. Repointing. Terra Cotta Patching. Terra Cotta Repair.
	Sam Rayburn Historic Barn Stabilization and Roof Replacement 890 TX Hwy 56 Bonham, Texas 75418 Job # 50-15-1475	Texas Historical Commission Jesus Najar 1700 Congress Ave Austin, TX 78701 512-463-3297	Jaster Quintanilla Ronald Ishmael 1301 West 7th Street Fort Worth, TX 76102 817-505-4309	Built 1916 Original Contract: \$144,942 Final contract: \$237,821 Change Order: (6) \$51,074 Start Date: February 2016 Completion: August 2016 Work Performed by Phoenix I 90% 2,000 Sq. Ft.	Carpentry. Complete building envelope restoration. Concrete. Roof removal and replacement. Relocate barn onto new concrete foundation. Structure stabilization. Siding. Paint.
	San Saba County Courthouse Phase I, Selective Demolition 500 East Wallace St. San Saba, Texas 76877 Job # 50-15-1595	San Saba County Judge Byron Theodosios 500 East Wallace St. San Saba, Texas 76877 325.372.3635 Fax 325-372-3851 judge@co.san-saba.tx.us	ARCHITEXAS Stan Graves 2900 Congress Avenue Suite #200 Austin, Texas 76877 512.444.4220 Fax 512.444.4221 sgraves@architexas.com	Built in 1911 Revival Style Original Architect: Chamberlin and Col. Original contract: \$119,900 Final contract: \$119,900 Start Date: March 2016 Completion: July 2016 Work performed by Phoenix I 100%	Asbestos abatement. Selective exterior demolition. Selective interior demolition.
	San Saba County Courthouse Stair and Electrical Project 500 East Wallace St. San Saba, Texas 76877 Job # 50-15-1482	San Saba County Judge Byron Theodosios 500 East Wallace St. San Saba, Texas 76877 325.372.3635 Fax 325-372-3851 judge@co.san-saba.tx.us	ARCHITEXAS Stan Graves 2900 Congress Avenue Suite #200 Austin, Texas 76877 512.444.4220 Fax 512.444.4221 sgraves@architexas.com	Built in 1911 Classic Revival Style Original Architect: Chamberlin and Col. Original contract: \$699,600 Final contract: \$708,424 Change Orders: \$8,824 Start Date: September 2015 Completion: July 2016 Work completed by Phoenix I 88%	Exterior concrete repair and patching. Interior concrete patching. Replace Conduit. Replace defective circuit wiring.

	PROJECT	OWNER	ARCHITECT	PROJECT DETAILS	PERTINENT SCOPE OF WORK
	Navarro County Courthouse 300 W 3 rd Avenue Corsicana, Texas 75110 Job # 50-13-1352	Navarro County Judge H M Davenport 300 W 3 rd Avenue Corsicana, Texas 75110 903.654.3025 Fax (903) 872-0778 hdavenport@navarrocounty.org	1113 Architects Inc. Tom Abel 1506 S. Elm Street Georgetown, Texas 78626 512.869.1104 Fax (512) 869-1362 tabel@1113architects.com	Beaux Arts Style Built in 1881 Original Architect: JE Flanders Designations: National Register of Historic Places. Original Contract: \$9,772,321 Final Contract: \$10,115,783 Change Orders: (22) \$343,462 Start Date: March 6, 2014 Completion: July 1, 2016 Work Performed by Phoenix I 48% 60,000 Sq. Ft.	Full interior and exterior restoration to return the building to its 1905 appearance. Acoustical Ceilings. Asbestos Abatement. Building Sealants. Carpentry. Carpet. New elevator. Copper and Tile Roofing. Door Restoration. Fire Protection Systems. Bronze Hardware Restoration. HVAC Installation Lightening Protection. Masonry Restoration- brick, granite, limestone, terra cotta MEP Systems Replacement. Mill Work. Painting. Plaster Restoration. Selective Demolition. Site Concrete repair and replacement. Preserve Terrazzo Flooring. Waterproofing- below grade Window Restoration- wood
	Perot Museum of Nature and Science in Fair Park Waterproofing, Roofing, and Structural Repairs 3535 Grand Avenue Dallas, Texas 75210 Job # 50-15-1453	City of Dallas Public Works Department Robert Van Buren 320 E. Jefferson Blvd. room 321 Dallas, Texas 75203 214.948.4532 Robert.vanburen@dallascityhall.com	Jaster Quintanilla Infrastructure Mark Lemay 1301 W. 7 th Ste. 141 Ft. Worth, Texas 76102 817.505.4304 Fax 214.752.8771	Built in 1936 Original Architect: George Dahl Original Contract: \$1,030,400 Final Contract: \$1,233,161 Change Orders: \$202,761 Start Date: April 2015 Completion: August 2015 Work performed by Phoenix I 43% 3,000 Sq. Ft.	Concrete Repair-basement slab Door Restoration- metal Drywall. Hardware Restoration. Painting. Plumbing- drains Roof Replacement. Flooring- tile repair. Masonry Restoration- stone Waterproofing. Structural Repairs.
	Sharrock-Niblo Park 3900 Grady Niblo Rd. Dallas, Texas 75236 Job # 50-14-1423	City of Dallas Trent Williams 1500 Marilla St. Dallas, Texas 75201 Trent.williams@dallascityhall.com	Quimby McCoy Preservation Architecture Marcel Quimby 3200 Main St. # 3.6 Dallas, Texas 75226 21.977.9118	Built in 1847 Designations: Dallas Landmark, Texas Historic Landmark, National Register of Historic Places Original Contract: \$298,600 Final Contract: \$367,364 Change Orders: \$68,764 Start Date: November 2014 Completion: May 2015 Work Performed by Phoenix I 74%	Stabilization of historic log cabin, barn, and root cellar. Disassembly and reconstruction of existing log cabin, construct concrete foundation. Fabrication and assembly of 3 metal structures.

	PROJECT	OWNER	ARCHITECT	PROJECT DETAILS	PERTINENT SCOPE OF WORK
	Hardeman County Courthouse Interior Restoration and Renovation 300 Main Street Quanah, TX 79252 Job # 50-13-1310	Hardeman County Judge Ronald Ingram 300 Main St. Quanah, TX 79252 940.661.2911 940.663.2565 Fax hardemanjudge@att.net	ARCHITEXAS Susan Frocheur 2900 S. Congress #200 Austin, TX 78704 512.444.4220 512.444.4221 fax sfrocheur@architexas.com	Beaux Arts Style Built in 1908 Original Design By: RH Stuckey Original Contract: \$3,244,397 Final Contract: \$3,366,980 Change Orders: \$122,583 Start Date: January 2013 Completion: April 2014 Work Performed by Phoenix I 43%	Architectural Woodwork. Carpentry- restoration and reconstruction of historic courtroom seats and furnishings. Full restoration of all historic wood windows. Carpentry- rough, finish Concrete- floor. Door Restoration- wood, steel Elevator installation. Flooring- concrete, wood, tile Geothermal HVAC. MEP Systems Installation. Metal Ceiling Restoration. Metal Fabrications. Mortar Restoration. Plaster Restoration- veneer. Slate Roof. Tile Restoration. Vault Door Restoration.
	Fort Bend County Courthouse Rehabilitation Phase I and Phase II 301 Jackson St. Richmond, Texas 77469 Job # 50-13-1304 CMAR	Fort Bend County Judge Robert Hebert 301 Jackson Street Richmond, Texas 77469 281.341.8608 281.238.3089 Fax James Knight 281.238.3097 James.knight@co.fort-bend.tx.us	Bailey Architects MERGED WITH SHEPLEY BULFINCH Ray Leiker 55 Waugh Dr. Suite 450 Houston, Texas 713.524.2155 rleiker@shepleybulfinch.com	Classic Revival Style Built in 1908 Original Architect: C.H. Page and Brothers Sq. Ft. 28,261 Designation: National Register of Historic Places. Original Contract: \$1,636,392 Final Contract: \$5,173,323 Start Date: August 2012 Completion: February 2014 Work Performed by Phoenix I 49%	Full restoration to original 1909 interior and exterior appearance with modern mechanical, electrical, and plumbing systems and accessibility upgrades. The south 1935 addition renovated for public spaces and offices. The 1957 additions will be removed. Acoustical Ceilings. Asbestos Abatement. Building Sealants. Carpentry- Rough & Finish. Concrete- repair/replace. Copper Roof Repairs. Demolition. Elevator Installation. Flooring- carpet, terrazzo, wood. Fire & Lightning Protection. Handrails. Hardware Restoration. HVAC Installation. Masonry Restoration- Granite, Stone Painting. Plaster Restoration. Roof Replacement- slate & flat Selective Demolition. Structural Steel. Terra Cotta Restoration. Waterproofing- Below Grade Window & Door Restoration- wood.
	Old Main Roof Replacement San Marcos, TX 78666 Job # 50-12-1301	Texas State University Pascusala Roque San Marcos, Texas 78666 512.245.4795 Fax: 512.245.9172 pr16@txststa.edu	Brown Reynolds Watford Architects. Inc. Andrew Evertson 3535 Travis St. Ste 250, LB102 Dallas, Texas 75204 214.528.8704 Fax: 214.528.8708 aeverson@brwarch.com	Victorian Gothic Style Built in 1903 Original Architect: E Northcraft Designations: National Register of Historic Places Original Contract: \$1,796,000 Final Contract: \$2,844,477 Change Orders: \$1,048,477 Start Date: January 2013 Completion: January 2014 Work performed by Phoenix I 26%	Historic Restoration. Masonry Cleaning. Masonry and Mortar Repairs. Roof Replacement- metal shingle. Rough Carpentry. Sheet Metal Flashing & Trim restoration, fabrication and installation. Gutters and Downspouts. Included full restoration of all historic windows. Wood Window and Door stabilization. Painting and Coating.

	PROJECT	OWNER	ARCHITECT	PROJECT DETAILS	PERTINENT SCOPE OF WORK
				22,000 Sq. Ft.	Lighting Protection.
	Fort Griffin State Historical Site Preservation of the Bakery, Cistern and Well Albany, Texas Job # 50-13-1329	Texas Historical Commission Glenn Reed PO Box 12276 Austin Texas 78711 512.463.6387 Glenn.reed@thc.state.tx.us	Limbaucher & Godfrey Architects Laurie Limbaucher 2124 E. 6th Street Austin Texas 78702 512.450.1518	Built in 1867 Designations: State Archeological Landmark, National Register of Historic Places Original Contract: \$174,000 Final Contract: \$208,326 Change Orders: \$34,326 Start Date: May 2013 Completion: December 2013 Work performed by Phoenix I 91%	Alterations to three historic structures for the purpose of preservation. Gutters and Downspouts- New. Masonry Restoration. Rebuilding of masonry ovens. Rebuilding of stone walls. Repainting. Salvage building elements for restoration and reinstall. Selective Demolition. Stabilization of load bearing walls. Stainless steel mesh protection covers for cistern and well.
	Hopkins County Courthouse Emergency Grant – Exterior Restoration and Repairs 118 Church Street Sulphur Springs, TX 75482 Job # 50-11-1226	Hopkins County Judge Chris Brown 118 Church Street P.O. Box 288 Sulphur Springs, TX 75482 903.438.4006 cbrown@hopkinscounty.org	ARCHITEXAS David Chase 1907 Marilla Street 2nd Floor Dallas, TX 75201 214.748.4561 dchase@architexas.com	3 Story Romanesque Revival Style Built in 1895 Original Architect: J. Riely Gordon Designations: National Register of Historic Places, Texas Historic Landmark, Texas State Antiquities Landmark Original Contract: \$269,900 Final Contract: \$354,452 Change Order: \$84,552 Start Date: March 2012 Completion: December 2012 Work Performed by Phoenix I 60% 5,600 Sq. Ft.	Concrete. Electrical System Repairs. Masonry Cleaning Masonry Restoration. Ornamental Metal Restoration. Painting. Plaster Repairs. Roof Repairs-partial liquid Rough Carpentry. Structural Stabilization. Waterproofing. Window Repairs. Wood Window Restoration.
	Brazoria County Historical Museum Exterior Restoration and Repair 100 East Cedar Angleton, TX 77515 Job # 50-12-1238	Brazoria County Judge E.J "Joe" King 111 E. Locust St., Suite 102A, Angleton, TX 77515 979.864.1200 Countyjudge@brazoria-county.com Dennis Cleveland 979.864.1567	Volz & Associates Chris Hutson currently with Hutson Gallagher 1105 W. 42nd Street Austin, TX 78756 512.960.0013	Italian Renaissance Style Built in 1897 Original Architect: Eugene Heiner Original Contract: \$356,000 Final Contract: \$382,536 Change Orders: \$26,536 Start Date: March 2012 Completion: November 2012 Work performed by Phoenix I 80% 5,800 Sq. Ft.	Painting. Plaster. Plumbing. Roof Repairs- BUR. Structural Repairs. Masonry Cleaning. Masonry Restoration. Window Restoration-wood.

	PROJECT	OWNER	ARCHITECT	PROJECT DETAILS	PERTINENT SCOPE OF WORK
	Sam Rayburn House Museum – Exterior Preservation 890 State Highway 56 Bonham, TX 75418 Job # 50-11-1202 CMAR	Texas Historical Commission Glenn Reed 1511 Colorado / P.O Box 12276 Austin, TX 78711-2276 512.463.6387 Glenn.reed@thc.state.tx.us	Quimby McCoy Preservation Architecture Nancy McCoy 3200 Main St. #3.6 Dallas, TX 75226 214.977.9118 nancy@mccoycollaborative.com	Built in 1916 Designations: National Register of Historic Places, National Historic Landmark, Texas Historic Landmark, Texas State Antiquities Landmark Original Contract: \$998,000 Final Contract: \$1,049,074 Change Orders: (6) \$51,074 Start Date: June 2011 Completion: June 2012 Work Performed by Phoenix I 90% 3,600 Sq. Ft.	Preservation and rehabilitation work on the historic main house, visitor center, parking lot, and accessibility improvements. Carpentry- Rough & Finish. Concrete. Demolition. Electrical Repairs. Hardware Modifications. Masonry Restoration- chimney Metal Restoration. Painting. Plumbing. Roof Repairs. Structural/Foundation Framing repairs. Wood Door Restoration. Wood Siding Repair, replacement. Wood Window Restoration.
	Jefferson County Courthouse Phase III 1149 Pearl Street Beaumont, TX 77701 Job # 50-10-1158	Jefferson County Judge Ronald Walker 1149 Pearl Street Beaumont, TX 77701 Deborah Clark 409.835.8593 Fax (409) 835-8456 dsvphrett@co.jefferson.tx.us	Bailey Architects MERGED WITH SHEPLEY BULFINCH Sandra Bauder 55 Waugh Dr. Suite 450 Houston, TX 77007 713.524.2155 sbauder@shepleybulfinc.com	Art Deco Style Built in 1931. Original Architect: Fred Stone, Austin Babin Designations: National Register of Historic Places, Texas Historic Landmark Original Contract: \$6,686,000 Final Contract: \$6,676,672 Change Orders: (3) \$9,328 Start Date: August 9, 2010 Completion: March 27, 2012 Work performed by Phoenix I 44% 184,600 Sq. Ft.	Restoration and rehabilitation of masonry and windows on floors B-14. Asbestos Abatement. Building Sealants. Door replication and installation- stainless steel, aluminum Finish Carpentry. Granite Repair. Masonry Restoration- brick, stone, terracotta Mortar Restoration. Ornamental Metal Fabrication. Painting. Roof Repairs. Selective Demo. Window Rehabilitation 8-14: repair, parts replacement, stripping, glazing, painting Window Restoration B-7: steel, wood
	Levi Jordan Plantation Stabilization and Exterior Preservation 7234 FM 521 Brazoria, TX 77422 Job # 50-11-1197 CMAR	Texas Historical Commission Glenn Reed 1511 Colorado Austin, TX 78711 512.463.6387 Glenn.reed@thc.state.tx.us	Volz & Associates Architects John Volz 1105 West 42nd St. Austin, TX 78756 512.476.0433	Greek Revival Style Built in 1848 Designations: State Historic Landmark Original Contract: \$936,000 Final Contract: \$968,728 Change Orders: (7) \$32,728 Start Date: May 2011 Completion: March 2012 Work Performed by Phoenix I 70% 3,800 Sq. Ft.	Stabilization of the Structure. Exterior Restoration. Complete building envelope restoration and new foundation. Demolition. Finish Carpentry. Masonry Restoration- deconstruct and rebuild brick chimney. Metal Restoration. Painting. Plaster Restoration. Plumbing. Roof Replacement- shake shingle. Structural Stabilization. Window & Door Restoration- wood.

	PROJECT	OWNER	ARCHITECT	PROJECT DETAILS	PERTINENT SCOPE OF WORK
	Restoration of the Hardeman County Courthouse, Phase I 300 Main Street Quanah, TX 79252 Job # 50-10-1163	Hardeman County Judge Ronald Ingram, 300 Main St. Quanah, TX 79252 940.661.2911	ARCHITEXAS Susan Frocheur 2900 S. Congress #200 Austin, TX 78704 512.444.4220	Beaux Arts Style Built in 1908 Original Architect: R.H. Stuckey Original Contract: \$2,206,000 Final Contract: \$2,217,965 Change Orders: \$11,965 Start Date: August 2010 Completion: September 2011 Work performed by Phoenix I 70% 24,700 Sq. Ft.	Architectural Woodwork- new wood railing at cupola. Asbestos Abatement Brick Unit Paving. Door Restoration-wood, aluminum. Glazing. Lead Abatement. Masonry Restoration- brick, stone. Painting. Plaster Restoration. Hardware Restoration. Roofing- slate, sheet metal Rough Carpentry- attic and roof framing. Terracotta Restoration- decorative. Selective Demolition. Structural Steel. Waterproofing- below grade. Window Restoration- wood, metal
	Texas Discovery Gardens Fair Park Dallas, TX Job # 50-08-1073	City of Dallas Raul Acosta 1500 Marilla Street, #6FS Dallas, TX 75201 214.670.1806 Raul.acosta@dallascityhall.com	Oglesby Greene Architects Joe McCall 1925 San Jacinto Dallas, TX 75201 214.954.0403	Built in 1936 Original Architect: George Dahl Original Contract: \$4,703,000 Final Contract: \$5,597,598 Change Orders: \$894,598 Start Date: February 2008 Completion: July 2011 Work Performed by Phoenix I 60%	Construct Exhibits. Electrical System Installation. Glazing. HVAC Installation. Landscaping. Mechanical System Installation Painting. Paving- concrete, granite. Plaster Restoration. Roof Replacement- BUR. Selective Demolition. Sheet Metal Flashing & Trim. Skylight Restoration- steel. Structural Stabilization. Window Restoration- steel. Millwork.
	The Power Station 3816 Commerce St. Dallas TX 75833 Job # 50-09-1121	Alden Pinnell 3709 Lexington Dallas, TX 75205 214.520.6958	Ron Womack, AIA 2400 Empire Central, Suite H Dallas, Texas 75235 214.357.5757	Built in 1920 Original Contract: \$1,013,716 Final Contract: \$875,161 Change Orders: \$138,555 Start Date: August 2009 Completion: May 2011 Work Performed by Phoenix I 53%	Restored, painted, and re-glazed all historic steel windows. New MEP Systems. Drywall. Paint. Masonry Restoration. Hardware Restoration. Split System HVAC.
	Women's Museum Fair Park 3800 Parry Avenue Dallas, TX 75226 Job # 50-09-1126	City of Dallas Ray Sottolare 1500 Marilla Street, # 6BN Dallas, TX 75220 214.671.8088 Raymond.sottolare@dallascityhall.com	The Conley Group Ken Paar 5800 E. Campus Circle Suite 250 Irving, TX 75063 972.248.7676 kpaar@conleygroup.com	Built in 1910 By C.D. Hill Original Contract: \$330,135 Final Contract: \$408,233 Change Orders: \$78,098 Start Date: January 2010 Completion: December 2010 Work Performed by Phoenix I 67%	Concrete. Finish Carpentry. Masonry Restoration. Painting. Plaster. Roof Repairs- BUR. Sheet Metal Flashing/Trim. Waterproofing. Window Restoration- wood, metal.

	PROJECT	OWNER	ARCHITECT	PROJECT DETAILS	PERTINENT SCOPE OF WORK
	Dallas Children's Aquarium 1426 First Avenue Fair Park, Dallas, TX 75210 Job # 50-09-1108	City of Dallas Louise Elam 1500 Marilla, #6FS Dallas, TX 75201 214.670.5275 Louise.elam@dallascityhall.com	Half Associates Ric Ruiz 1201 N. Bowser Rd. Richardson, TX 75081 214.217.6607	Built in 1936 Art Deco Style Original Architect: George Dahl Original Contract: \$7,901,000 Final Contract: \$9,521,028 Change Orders: \$1,620,028 Start Date: September 1, 2009 Completion: September 30, 2010 Work Performed by Phoenix I 30%	Renovations and additions to the aquarium. Replace life support systems, renovate public areas with new aquatic exhibits. Construct new shark and stingray exhibit with wood decking and fencing. Carpentry- Rough and Finish. HVAC Installation. Masonry Restoration. Painting. Plaster Repair. Roof Repairs. Sheet Metal Flashing & Trim. Structural Steel. Skylight Restoration. Waterproofing. Window Restoration- steel. Wood Door Restoration.
	Dealey Plaza Phase I Renovation 500 Main St. Dallas, TX 75202 Job # 50-08-1082	City of Dallas Raul De La Rosa 1500 Marilla Room 6FN Dallas, TX 75201 214.671.9846 Fax 214.670.4286	Good Fulton & Farrell Jon Rollins 2808 Fairmount Ste. 200 Dallas, TX 75201 214.303.1500 Fax 214.303.1512 jon.rollins@gff.com	Classic Revival Romanesque Built in 1935 Originally designed by city engineers. Designations: National Register of Historic Places, National Historic Landmark Start Date: 2008 Completion: 2009 Original Contract: \$785,000 Final Contract: \$809,687 Change Orders: \$24,687 Work performed by Phoenix I 60%	Demolition. Lead Abatement. Masonry Repair & Restoration- concrete, brick Painting. Plumbing. Sealants. Stair removal and replacement.




**Date: 1/3/2022
ADDENDUM 1
2022-12-15
Barn Relocation**

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum, shall remain in effect.

Attachments:

- Pre-conference sign-in sheet
- Extended the bid due date from 1/6/2022 at 2:00 P.M. to 1/13/2022 at 1:00 P.M.

PLEASE RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR BID



Dale C. Sellers
January 4, 2022

Signature of Officer
Date



**Date: 1/4/2021
ADDENDUM 3
2022-12-15
Barn Relocation**

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum, shall remain in effect.

Attachments:

- Revised 1 – Specification 2022-12-15
 - Section III – Scope of Work
- Revised 1 - Price Sheet 2022-12-15
- Photos
 - Heritage Village Master Plan
 - Barn Exterior
 - East, North, South & West Face
 - Barn Interior
 - Original Barn
 - Pen-West Lean -to
 - South Lean-to
 - Gate and Access Road

Questions and Answers:

1. Is an estimated project cost/budget available?
Answer: The City of Allen has not done a similar project; the City of Allen anticipates an estimate cost of \$200,000, perhaps more.
2. Is there an estimated start date or time frame for when he works on this project will take place?
Answer: The barn has to be disassembled completely and moved off the property by January 31, 2022 or as soon as possible thereafter, as the landowner intends to develop the property and is going through development review now with the City of Anna.
3. Will there be electricity to and inside the barn?
Answer: Yes, however is not included in the scope of work for this contract.
4. Has an Architect/Engineer been selected to help with design or structural parts of the rebuild?
Answer: Yes. Once the barn is disassembled and move to a staging area at the Allen Heritage Village, a structural engineer will prepare a minimal structural reinforcement plan to be implemented in the reassembly of the barn. Bidders are to price the barn project as if it can be reassembled as is. The successful Bidder will be involved in a discussion of any stabilization requirements deemed needed by the Architect/Structural PE and the Allen Chief Building Official. The cost of any such stabilizing additions and new "fill-in"/supplemental lumber will be negotiated with the Contractor after Contractor in a Change Order.
5. Can we get a site map of where the barn will be located within Heritage Village?
Answer: Yes. See the Heritage Village Site Plan provided for the general location of where the barn will be sited.

6. What is the timeframe of the barn relocation?

Answer: See response to Question 2.

7. Is the Guild involved in this project?

Answer: The Heritage Guild is involved in an advisory role to the City of Allen and their input and suggestions will be noted and considered between the disassembly and reassembly stages. Both the City and the Guild are agreed in wanting as little new lumber or stabilizing modification as possible.

8. Is the lean-to part of the barn relocation?

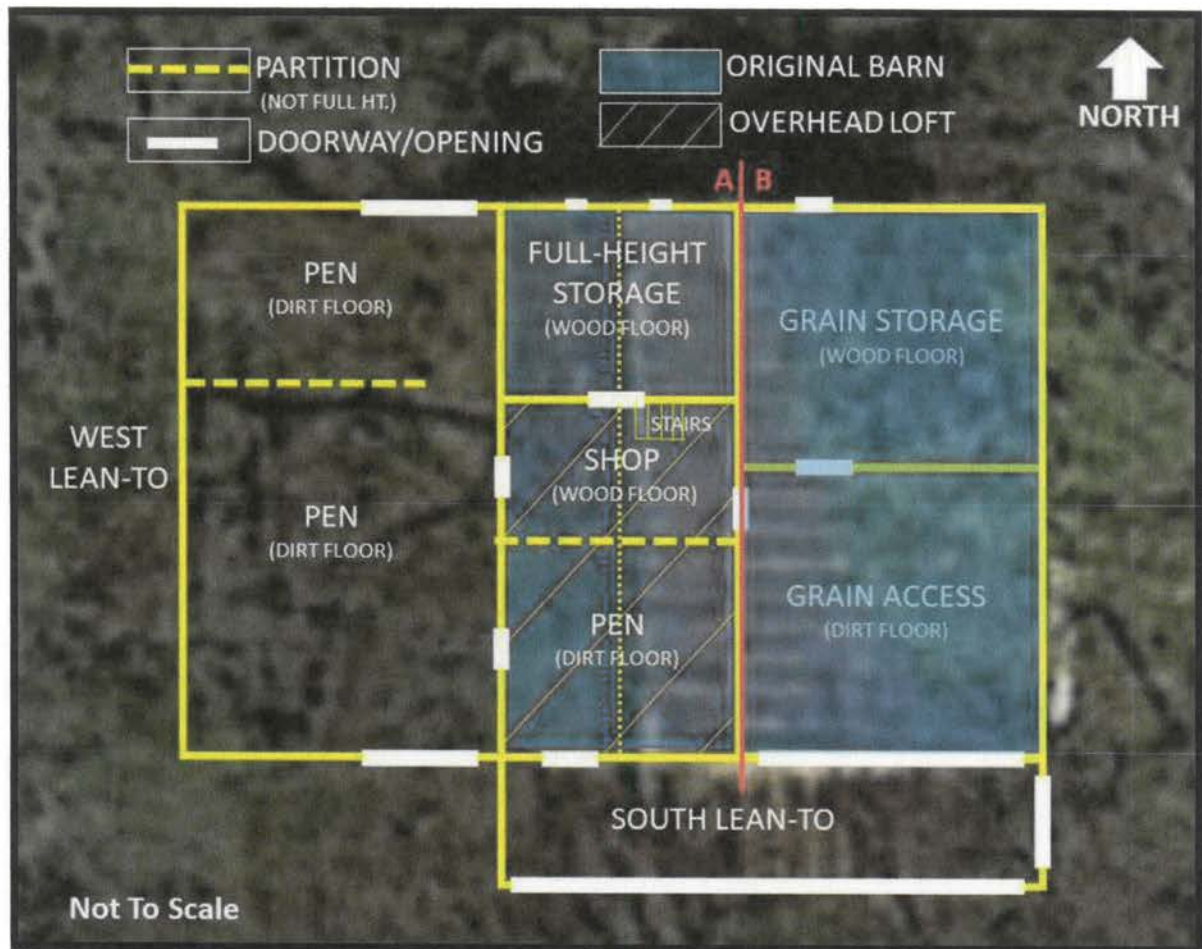
Answer: No. The Barn Bid is generally outlined as follows (please refer to the Barn Floor Plan graphic provided for clarity and guidance in preparing your Bid).

BASE BID

1. Disassembly and relocation of entire barn structure to the Allen Heritage Village.
2. Reassembly of Original Barn Section A only.

ALTERNATE BID (ADD)

- A1. Reassembly of Original Barn Section B, connected in-place to Original Section A**



The lean-to's (west and south) are to be disassembled and relocated to the Allen Heritage Village similarly and consecutively with the Original Barn section. This particularly important where a support post, for example, serves both a lean-to and the Original Barn, in which case that post must be included in the re-assembly of the Original Barn.

Please see the BARN FLOOR PLAN graphic for the way the barn is subdivided into various spaces. This graphic helps to clarify what part of the structure is the original barn and what parts are an add-on. Also noted in the graphic:


- a. Differentiation of Original Barn from lean-to's
- b. Differentiation between walls and doorways and opening
- c. Location of wood flooring, dirt floor
- d. The location of the overhead loft

9. What is the budget for the Barn Relocation?

Answer: See response to Question 1.

****Failure to submit the revised bid sheet may deem your bid as non-responsive****

PLEASE RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR BID



January 10, 2022

Dale C. Sellers

Signature of Officer

Date



**EXHIBIT 6
BONDS**

STATE OF TEXAS

§
§

COUNTY OF COLLIN §

BID BOND

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above bid, and he further agrees to commence work within TEN (10) days after the date of written notice to do so, and to have 100% of the work on which he has bid complete within One Hundred Twenty 120 consecutive calendar days.

Enclosed with this proposal is a Certified Check for an amount not less than 5% of the total base bid or a Proposal Bond in the sum of \$_____ which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this proposal is accepted by the Owner within SIXTY (60) days after the bids are received and the undersigned fails to execute the contract and the required bond for the Owner within TEN (10) days after the date said proposal is accepted, and otherwise, said check or bond shall be returned to the undersigned upon request.

Bids submitted without required check or bid bond will be considered non-responsive.

Phoenix I Restoration and Construction

Contractor (Firm Name)

By:

Dale C. Sellers

Title: President / CEO

Address

14032 Distribution Way

City: Farmers Branch

State: TX Zip: 75234

214.902.0111

Phone

214.904.9635

Fax

(Must be submitted with the bid submittal)



2022-12-15 Addendum 3 Phoenix I Restoration Supplier Response

Event Information

Number: 2022-12-15 Addendum 3
Title: Barn Relocation
Type: Request for Proposal
Issue Date: 12/9/2021
Deadline: 1/13/2022 01:00 PM (CT)
Notes: The city of Allen intends to take donation of an old agriculture barn, to serve as a display in its Heritage Village.

Contact Information

Contact: Eva Badali Sr. Buyer
Address: Purchasing
305 Century Parkway
Allen, TX 75013
Phone: 214 (509) 4631
Email: ebadali@cityofallen.org

Phoenix I Restoration Information

Contact: Kyle Moncrief
Address: 14032 Distribution Way
Farmers Branch, TX 75234
Phone: (214) 902-0111
Email: kmoncrief@phoenix1.org

By submitting your response, you certify that you are authorized to represent and bind your company.

Darla Bellomy

Signature

Submitted at 1/13/2022 8:34:09 AM

dbellomy@phoenix1.org

Email

Requested Attachments

Addenda Acknowledgement

Addendum Acknowledgement 1 and 3.pdf

Bid Endorsement Page

2.a Bid Endorsement-rts.pdf

Please complete the bid endorsement page

References

5.a References-Similar projects-rts.pdf

Please complete the references information under Attribute

Price Sheet

1.a Revised 1 -Price Sheet 2022-12-15-Complete.pdf

Please complete the bid sheet in attachment tab

Response Attachments

1.c Exhibit 2-Affidavit of Interest-rts.pdf

Exhibit 2

1.d General Conditions-rts.pdf

General Conditions

1.e Form 1295-rts.pdf

Form 1295

2.a Bid Endorsement-rts.pdf

Bid Endorsements

2.b AIA 310-2010 Bid Bond-rts.pdf

AIA 310- Bid Bond

2.d 21 COI - City of Allen-rts.pdf

Certificate of Insurance

2.D Financial Statements Years Ended 12.31.2020 and 2019-for bid purposes.pdf

Financial Statement

3. Company Overview-rts.pdf

Company Overview

4. Exhibit 4-Bidders Quals-rts.pdf

Exhibit 4-Bidders Qualifications

5. Exhibit 5-Supplemental Info-rts.pdf

Exhibit 5 - Supplemental Information

5.a References-Similar projects-rts.pdf

References-Similar Projects

5.b Sharrock Niblo Cabin-rts.pdf

Sharrock Niblo Cabin Restoration

5.c Sharrock-Barn-rebuild-headings-rts.pdf

Sharrock Barn Rebuild

5.d Stagecoach Inn Relocation-rts.pdf

Stagecoach Inn Relocation

5.e Sam Rayburn Barn-lifted-rts.pdf

Sam Rayburn Barn lift to add new floor

6. CIQ-rts.pdf

CIQ

10. Partial List Hsitorical Projects 2009-2021.pdf

Partial List of Historical Projects

1.a Construction and Installation Process - 1-13-22.pdf

1.a Construction and Installation Plan

Exhibit 6 Bonds.pdf

Exhibit 6 Bonds-Bid Bond

Bid Attributes

1	Instructions Required forms can be downloaded form the 'attachments' tab of the eBid solicitation. Documents are to be uploaded as part of the bid submittal or offer in the 'response attachments' section. Call the Purchasing Office with any questions or assistance regarding the eBid system.
2	Bid Endorsement Form <input checked="" type="checkbox"/> COMPLETE (COMPLETE)
3	Affidavit of No Prohibited Interest Form <input checked="" type="checkbox"/> COMPLETE (COMPLETE)
4	Conflict of Interest Questionnaire Form <input checked="" type="checkbox"/> COMPLETE (COMPLETE)
5	Bid Bond For projects that require a bid bond, upload a scanned copy of the bid bond with the submittal. For apparent low bidders or bidders being considered for award, the original copy must be furnished to the Purchasing Division following the Bid Opening per the timeline specified in the bid. <input checked="" type="checkbox"/> COMPLETE (COMPLETE)
6	1295 Form Form must be completed online, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm <input checked="" type="checkbox"/> COMPLETE (COMPLETE)

7	Bidders Qualification Statement <input checked="" type="checkbox"/> Bidders Qualification Statement (Bidders Qualification Statement)
8	Supplemental Information <input checked="" type="checkbox"/> Supplemental Information (Supplemental Information)
9	Addendum The offeror is required to acknowledge receipt of any amendments by submitting a signed copy of each amendment issued. Signed copies must be submitted as part of the signed proposal submittal. <input checked="" type="checkbox"/> Addendum (Addendum)
10	Bid Sheet (Pricing) <input checked="" type="checkbox"/> Bid Sheet (Pricing) (Bid Sheet (Pricing))
11	Section VENDOR REFERENCES
12	References List multiple references and prior experience; preferably with other governmental agencies, in the last 3 – 5 year period; work or services in the same type and size to the project being proposed.
13	Reference 1
14	Reference Name <div style="border: 1px solid black; padding: 2px;">Trent Williams, City of Dallas and Marcel Quimby Quimby Preservation - Project: Sharrock Niblo Cabin Stabilization - Dallas, TX</div>
15	Reference Company Name <div style="border: 1px solid black; padding: 2px;">City of Dallas Parks and Recreation Department - Trent Williams 214.670.1807 / Architect-Marcel Quimby 214.755.1503</div>
16	Reference Business Address <div style="border: 1px solid black; padding: 2px;">City of Dallas / 1500 Marilla St, 6FN, Dallas, TX 75201</div>
17	Reference Phone Number <div style="border: 1px solid black; padding: 2px;">(214) 670-1807</div>
18	Reference Email Address <div style="border: 1px solid black; padding: 2px;">trent.williams@dallascityhall.com</div>
19	Reference 2
20	Reference Name <div style="border: 1px solid black; padding: 2px;">City of Dallas Parks and Recreation Department - Trent Williams 214.670.1807 / Architect-Marcel Quimby 214.755.1503 - Sharrock Barn Stabilization</div>

21	Reference Company Name City of Dallas Parks and Recreation Department - Trent Williams 214.670.1807 / Architect-Marcel Quimby 214.755.1503
22	Reference Business Address City of Dallas / 1500 Marilla St, 6FN, Dallas, TX 75201
23	Reference Phone Number (214) 670-1807
24	Reference Email Address Trent.williams@dallascityhall.com
25	Reference 3
26	Reference Name Joelle Jordan -- Project Name: Stagecoach Inn Relocation
27	Reference Company Name City of Round Rock, Texas
28	Reference Business Address 301 W. Bagdad, Round Rock, Texas 78664
29	Reference Phone Number (512) 218-5422
30	Reference Email Address jjordan@roundrocktexas.gov



RFP #2022-12-15 BID TAB FOR BARN RELOCATION			Vendor: Phoenix Restoration	Vendor: W.B. Kibler Construction Company	Vendor: Whittaker Lane Contracting, LLC
LINE #	DESCRIPTION	EXTENDED AMOUNT	EXTENDED AMOUNT	EXTENDED AMOUNT	EXTENDED AMOUNT
A. Pre-Move Tasks & Transport					
A1	On-site Review of Barn	\$3,950.00	Included		\$2,475.00
A2	Locate and Map Vertical Structural Supports	\$5,080.00	Included		\$7,000.00
A3	Mark/Tag, Catalog Main Barn (Center Section) Components	\$6,460.00	Included		\$6,000.00
A4	Mark/Tag, Catalog Side Add-ons to Barn Components	\$3,490.00	Included		\$5,000.00
A5	Disassemble Barn	\$73,920.00	\$57,465.10		\$24,650.00
A6	Transport to Allen Heritage Village	\$29,760.00	\$5,527.23		\$6,000.00
B. Site Preparation, Barn Reassembly					
B1	Construct Concrete Piers - Original Barn Section A	\$32,190.00	\$71,292.25		\$30,000.00
B2	Alt. Construct Concrete Piers - Original Barn Section B	\$17,680.00	\$32,221.05		\$8,000.00
B3	Install Clay Floor - Original Barn Section A	\$12,860.00	\$11,797.47		\$13,500.00
B4	Alt. Install Clay Floor - Original Barn Section B	\$6,970.00	\$11,888.08		\$11,250.00
B5	Barn Assembly Plan - Original Barn Section A	\$2,780.00	Included		\$5,500.00
B6	Alt. Barn Assembly Plan Original Barn Section B	\$1,330.00	Included		\$3,850.00
B7	Reconstruct/Reassemble Barn - Original Barn Section A	\$89,100.00	\$85,137.51		\$28,750.00
B8	Alt. Reconstruct/Reassemble Barn - Original Barn Sections B	\$41,030.00	\$23,649.31		\$16,435.00
B9	Temporary Security Fence	Provided by City of Allen	Provided by City of Allen		Provided by City of Allen
B10	Calendar Days to Complete this Project	120	120		120
	TOTAL PRICE	\$326,600.00	\$298,978.00		\$168,410.00

Vendor	Calculation / totals	Scorer Code
Phoenix Restoration	Proposed cost	A
	Low cost	B
	Equal B / A	C
	Equal C * 50 points	D
W.B. Kibler Construction Company	Proposed cost	A
	Low cost	B
	Equal B / A	C
	Equal C * 50 points	D
Whittaker Lane Contracting, LLC	Proposed cost	A
	Low cost	B
	Equal B / A	C
	Equal C * 50 points	D

RFP #2022-12-15 BARN RELOCATION
\$326,600.00
\$168,410.00
0.51564605
25.78
\$298,978.00
\$168,410.00
0.563285593
28.16
\$168,410.00
\$168,410.00
1
50.00

RFP #2022-12-15 BARN RELOCATION

	Bidder Qualifications and Experience	Construction and Installation Process
Maximum Points	20	20

Vendor: Phoenix Restoration
Original: \$326,600.00

Evaluator A	9.00	19.00
Evaluator B	10.00	20.00
<i>Average Score</i>	9.50	19.50

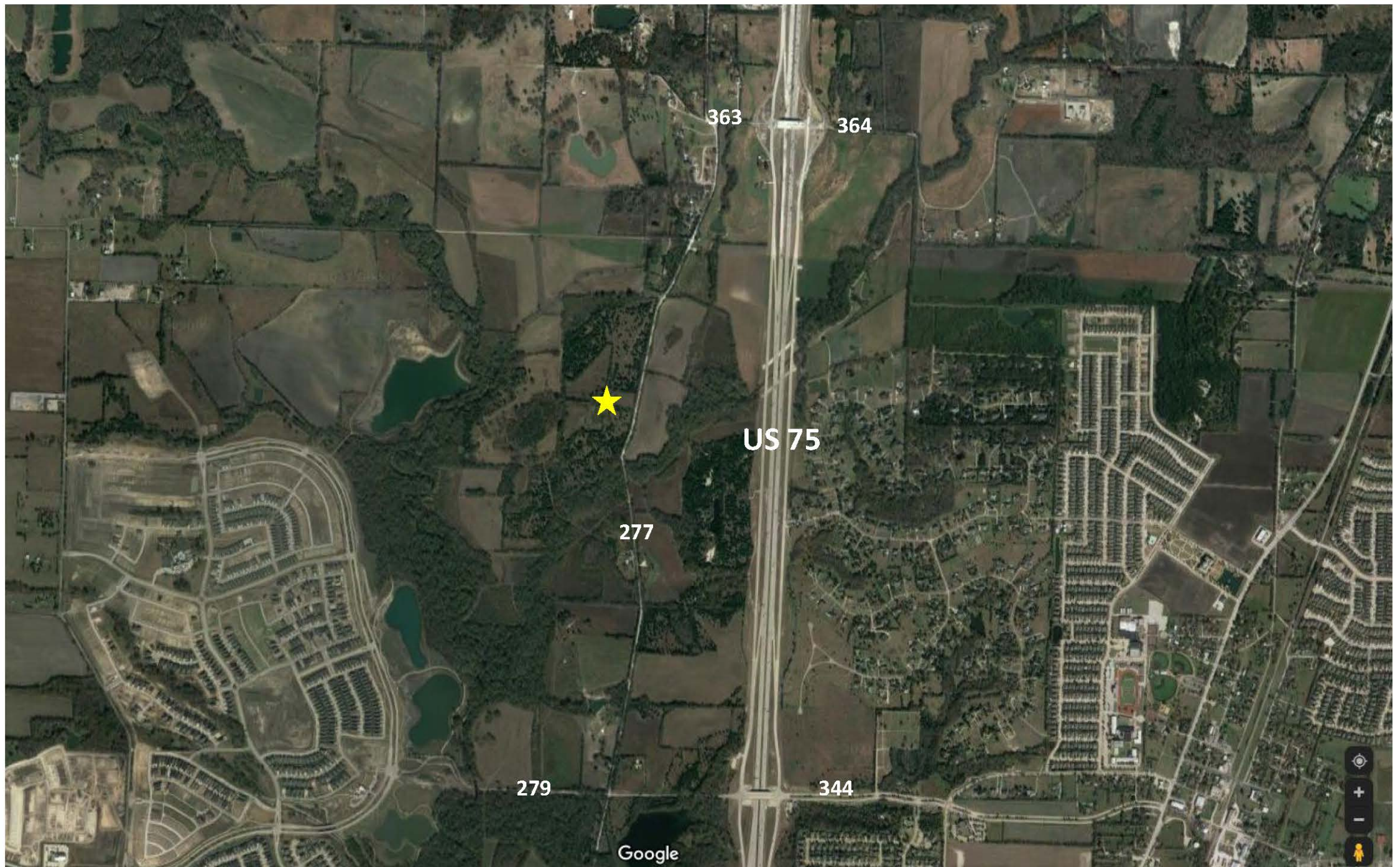
Vendor: W.B. Kibler Construction Company
Original: \$298,978.00

Evaluator A	5.00	10.00
Evaluator B	8.00	15.00
<i>Average Score</i>	6.50	12.50

Vendor: Whittaker Lane Contracting, LLC
Original: \$168,410.00

Evaluator A	2.00	4.00
Evaluator B	3.00	10.00
<i>Average Score</i>	2.50	7.00

References	Price	TOTAL SCORE	AVERAGE SCORE	RANK
10	50	100.00		
18.00	25.78	71.78	64.19	1
18.00	25.78	73.78		
18.00	17.19			
15.00	28.16	58.16	52.78	2
15.00	28.16	66.16		
15.00	18.78			
0.00	50.00	56.00	45.33	3
5.00	50.00	68.00		
2.50	33.33			



CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE:	February 22, 2022
AGENDA CAPTION:	Award Bid and Authorize the City Manager to Execute an Agreement with Criterion Contractors, Inc., for Installation of Parking Lot Walls and Fencing at Police Headquarters in the Amount of \$610,000.
STAFF RESOURCE:	Chris Flanigan, Director of Engineering Brian Harvey, Chief of Police
STRATEGIC PLANNING GOAL:	Safe and Livable Community for All.

BACKGROUND

In early September, city staff was instructed by council to design and implement improved security measures for the police department parking lot. The primary objective was to separate public parking from employee and patrol vehicle parking, to enhance security for sworn and civilian employees.

City staff, working in concert with a volunteer police department steering committee of employees, designed two secured parking lots with vehicular and gated access. This design was reviewed by Community Services, Community Development, Fire, and Engineering Departments to ensure compliance with local, state, and federal requirements.

The design creates three separate lots for the Police Department, two secured lots and an unsecured public lot. Access control is provided using readers that will detect police personnel vehicles using a secured list managed by Internal Affairs to grant access. In addition to this automated access, other authorized agencies will gain access through the use of badge readers and a 10-key manual code panel.

In addition to the fencing and gates, the existing dumpster will be moved to an area that will improve accessibility and servicing. Finally, additional parking will be provided for the police motorcycles as well as restriping of the lot.

After ensuring proper code and access compliance, the solicitation was published on November 18, 2021, for a design that used all wrought-iron fencing. A Request for Proposal (RFP) process was used in acquiring pricing for Phase 1 of the project, a total of two (2) responsive bids were received.

Solicitation 2022-10-03

Contractor	Calendar Days	Bid Amount
Criterion Contractors	150	\$665,000
Iron Lock Construction Services, LLC	45	\$1,173,655

Evaluating both bids, the City of Allen chose Criterion Contractors to negotiate the best and final offer on the project. During those negotiations, alternative materials to wrought iron were explored, such as concrete walls. The final design is illustrated in the attached plan, showing 8-ft tall concrete walls along McDermott/Butler and 6-ft tall wrought iron fence (6-ft tall gates) everywhere else. The bid amount was adjusted to reflect these changes (itemized below for Criterion) and the delivery timeframe

was extended to 180 days as a result.

In addition to the actual fencing and wall installation work, supporting assets need to be installed first - data lines, electric wiring, and conduit must be installed to interconnect the gate openers and sensors. Access controls, integration into our existing security system, and training on the system are provided by Allied Universal Systems.

Contractor	Component	Proposal
Criterion Contractors	General Contractor	\$610,000
TBD	Boring conduit and fiber cable	\$90,000
Allied Universal	Access Controls	\$81,110
Siemens & Trastar	Parking Lot Lighting Retro	\$12,000
Total Project		\$793,110

BUDGETARY IMPACT

This project will be funded partially from the Non-Bond Capital Fund Reserved for Council-Directed Strategic Projects and partially from the Solid Waste Fund (for the dumpster reconstruction component), as outlined below:

PS2101-APDHQ Fence and Parking Lot Funding

Description	Amount
Solid Waste Fund	\$78,000
Non-bond Reserve Fund	\$715,110
Total Funding	\$793,110

STAFF RECOMMENDATION

Staff recommends Council Award Bid and Authorize the City Manager to Execute an Agreement with Criterion Contractors, Inc., for Installation of Parking Lot Walls and Fencing at Police Headquarters in the Amount of \$610,000.

MOTION

I make a motion to authorize the City Manager to Award Bid and Authorize the City Manager to Execute an Agreement with Criterion Contractors, Inc., for Installation of Parking Lot Walls and Fencing at Police Headquarters in the Amount of \$610,000.

ATTACHMENT(S)

[Agreement](#)
[Police Parking Lot Fence Plan](#)

STATE OF TEXAS

§
§
§AGREEMENT FOR PUBLIC FACILITY PROJECT
(MINOR)

COUNTY OF COLLIN

This Agreement for Public Facility Services ("Agreement") is made by and between the City of Allen, Texas ("City") and **Criterion Contractors, Inc.**, a ("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 Police Headquarter Parking Lot (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. City Request for Bid 2022-10-3, incorporated herein; and
- C. Contractor's Response to City's Request for Bid 2022-10-3 incorporated herein.

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 Six Hundred Ten Thousand and No/100 Dollars (\$610,000.00) (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 and No/100 Dollar (\$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:

Criterion Contractors, Inc.
Michael Locklear
P.O. Box 2325
Allen, TX 75013
972-908-2539 – telephone

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 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. 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 _____, 2022.

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 17th day of February, 2022.

CRITERION CONTRACTORS, INC.

By: 
Name: Michael Locklear
Title: President

