



**AGENDA
CITY OF ALLEN
CITY COUNCIL REGULAR MEETING
TUESDAY, NOVEMBER 9, 2021 – 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.

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

3. Public Recognition.

3.1 Citizen Comments.

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

3.2 Presentation of Proclamations from the Office of the Mayor

- Presentation of a Proclamation to VFW Post 2195 and Veterans Proclaiming November 11, 2021, as *Veterans Day*.
- Presentation of a Proclamation to Erin Jones, Planning Manager, Community Enhancement, Proclaiming November 13-21, 2021, as *Hunger and Homelessness Awareness Week*.
- Presentation of a Proclamation to The Allen | Fairview Chamber of Commerce Proclaiming November 27, 2021, as *Small Business Saturday*.

3.3 Presentation of the Final Report from the Ad Hoc Committee on Diversity, Equity and Inclusion.

3.4 Presentation of the Report from the Downtown Steering Committee.

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 Meeting Minutes of the October 26, 2021, Regular City Council Meeting.
- 4.2 Adopt an Ordinance Granting a Request for Variances from Section 6.03.5.5(b) of the Allen Land Development Code and Section 8-16(a)(1) of the Code of Ordinances by Authorizing the Sale of Alcoholic Beverages on 12.562± Acres Located at the Northwest Corner of Exchange Parkway and N. Greenville Avenue and Less than 300 Feet from Property Used as a Public School.
- 4.3 Adopt an Ordinance Granting to Atmos Energy Corporation, Its Successors and Assigns, a Non-Exclusive Franchise To Use Public Rights-Of-Way of the City of Allen for the Purposes of Constructing, Maintaining and Operating a Gas Distribution and Transmission System for a Period of Ten (10) Years.
- 4.4 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, Criminal Justice Division to Purchase Body Worn Cameras and Associated Equipment.
- 4.5 Award Bid and Authorize the City Manager to Execute a Contract with Felix Construction Company for The Stacy Pump Station No. 1 Project in the Amount of \$ 4,788,300.
- 4.6 Receive the Quarterly Investment Report for Period Ending September 30, 2021.
- 4.7 Receive the Quarterly Financial Report for Period Ending September 30, 2021.
- 4.8 Motion to Cancel City Council Meetings Scheduled for November 23, 2021, and December 28, 2021.

5. Regular Agenda.

- 5.1 Conduct a Public Hearing and Adopt an Ordinance to Amend the Development Regulations of Planned Development PD No. 108 Office "O", District F, to repeal Ordinance No. 3815-4-21, and to adopt a Zoning Exhibit, Concept Plan, Landscape Plan, and Building Elevations for the Property Generally Located at the Southwestern Corner of the Intersection of Exchange Parkway and Raintree Circle. (Convenience Store with Fuel Sales-905 Exchange Pkwy.)
- 5.2 Authorize the City Manager to Execute a Meet and Confer Agreement with The Allen Police Association.

6. Other Business.

- 6.1 Calendar.
 - November 15 - Canvass of the November 2, 2021, Election, 5:30 p.m.
 - December 4 - Holly Jolly Celebration and Christmas Tree Lighting
- 6.2 Items of Interest. *[Council announcements regarding local civic and charitable events, meetings, fundraisers, and awards.]*

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 Consultation with City Attorney Pursuant to Section 551.071 of the Texas Government Code.
 - Potential Lawsuit Against Netflix, Inc., Hulu, LLC, Disney DTC, LLC, and Other Video Service Providers.
- 7.2 Consultation with City Attorney Pursuant to Section 551.071 of the Texas Government Code and for Economic Development Deliberations Pursuant to Section 551.087.
 - Discussion regarding The Avenue Project.
- 7.3 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, November 5, 2021, 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:	November 9, 2021
AGENDA CAPTION:	Approve Meeting Minutes of the October 26, 2021, Regular City Council Meeting.
STAFF RESOURCE:	Shelley B. George, City Secretary
STRATEGIC PLANNING GOAL:	Financially Sound and Transparent City Government.

ATTACHMENT

[Minutes](#)

ALLEN CITY COUNCIL

REGULAR MEETING

OCTOBER 26, 2021

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

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, October 26, 2021, in the Basement Meeting Rooms of Allen City Hall, 305 Century Parkway, Allen, Texas.

- 1. Update on The Allen Drive Gateway Project.**
- 2. Overview of New Agenda Management Software.**
- 3. Committee Updates from City Council Liaisons.**
- 4. Questions on Current Agenda.**

With no further discussion, Mayor Fulk adjourned the Workshop Session of the Allen City Council at 6:58 p.m. on Tuesday, October 26, 2021.

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 7:03 p.m. on Tuesday, October 26, 2021, in the City Council Chambers of Allen City Hall, 305 Century Parkway, Allen, Texas.

Pledge of Allegiance

Public Recognition

1. Citizen's Comments.

The following individuals spoke in opposition of Agenda Item 13:

Nathan Polsky, 1108 Timberline Lane, Allen, Texas;
Lori Sexty, 1302 Clearview Drive, Allen, Texas; and,
Dave Scott, 852 Emporio Drive, Allen, Texas.

Mason Zack, 606 N. Allen Drive, Allen, Texas spoke in support of Agenda Item 13.

Susan Ponder, 1603 Byrn Drive, Allen, Texas, spoke as Chair of the Keep Allen Beautiful Board regarding Recycles Day scheduled for November 6.

Bob Cubbage, 804 Fawn Valley Drive, Allen, Texas, spoke in support of the Community Development Corporations recent funding for a dog park in Allen.

The following individuals spoke regarding the City's Proclamation recognizing October as Hindu Month and shared activities held with the Allen area:

Raj Govindan, 925 Boyd Creeks Road, McKinney, Texas; and,
Mani Hariharan, 1907 Kirby Lane, Allen, Texas.

2. Presentation of a Proclamation by the Office of the Mayor:

- **Proclamation to the Community Enhancement Department Proclaiming October 2021 as "Code Compliance Month."**

3. Presentation of Shining Star Awards to John and Joel Martinez, Princeton Police Officer Cody Trim and Allen Police Officers Kye Kuopus and Stephen Griffith for their Lifesaving Heroic Efforts in Saving the Lives of a Family from a Burning Vehicle.

4. Recognition of the City of Allen Water Conservation Division for the 2021 WaterSense Excellence Award by the Environmental Protection Agency.

Consent Agenda

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

5. Approve Minutes of the October 12, 2021, Regular City Council Meeting.

6. **Adopt an Ordinance Amending Chapter 6 of the Code of Ordinances by Amending Article VI. “Multi-Family Licensing.”**

ORDINANCE NO. 3869-10-21: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 6, ARTICLE VI, “MULTI-FAMILY LICENSING”; BY AMENDING THE LICENSE AND INSPECTION REGULATIONS FOR MULTI-FAMILY COMPLEXES; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

7. **Adopt a Resolution Establishing Multi-Family License Fees.**

RESOLUTION NO. 3870-10-21(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ESTABLISHING MULTI-FAMILY LICENSE FEES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

8. **Adopt a Resolution Designating *The Allen American* and *The Dallas Morning News* as Official Newspapers of the City of Allen for Fiscal Year 2021-2022.**

RESOLUTION NO. 3871-10-21(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, DESIGNATING *THE ALLEN AMERICAN* AND *THE DALLAS MORNING NEWS* AS THE OFFICIAL NEWSPAPERS OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, FOR FISCAL YEAR 2022; AND PROVIDING AN EFFECTIVE DATE.

9. **Adopt a Resolution Authorizing the City Manager to Execute an Interlocal Agreement Between the Cities of Allen, Plano, and the Town of Fairview to Allow the Town of Fairview to Use the Radio System Jointly Owned by the City of Allen and the City of Plano.**

RESOLUTION NO. 3872-10-21(R): A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITIES OF ALLEN AND PLANO AND TOWN OF FAIRVIEW FOR THE USE OF THE RADIO SYSTEM THAT IS JOINTLY OWNED BY THE CITY OF ALLEN AND THE CITY OF PLANO; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENTS BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

10. **Adopt a Resolution Authorizing the City Manager to Execute an Interlocal Agreement Between the Cities of Allen, Plano, and Plano ISD to Allow Plano ISD to Use the Radio System Jointly Owned by the City of Allen and the City of Plano.**

RESOLUTION NO. 3873-10-21(R): A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITIES OF ALLEN AND PLANO AND PLANO ISD FOR THE USE OF THE RADIO SYSTEM THAT IS JOINTLY OWNED BY THE CITY OF ALLEN AND THE CITY OF PLANO; AUTHORIZING EXECUTION

OF THE INTERLOCAL AGREEMENTS BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

11. **Authorize the City Manager to Purchase Maintenance, Repair, Operating, Janitorial Supplies and Equipment with Lowe's Home Centers, LLC, in the Estimated Annual Amount of \$60,000 and Home Depot U.S.A., Inc., in the Estimated Annual Amount of \$260,000 for a Term of Five Years through OMNIA Partners.**
12. **Motion to Set 5:30 p.m. on November 15, 2021, as the Date of the Canvass of the City of Allen Special Election held on November 2, 2021.**

The motion carried.

Regular Agenda

13. **Award Bid and Authorize the City Manager to Execute a Contract with The Fain Group, Inc., for The Allen Drive Gateway Project in the Amount of \$4,040,000.**

MOTION: Upon a motion made by Mayor Pro Tem Brooks and a second by Councilmember Clemencich, the Council voted four (4) for and three (3) opposed with Councilmembers Meis, Cornette and Shafer casting the negative votes, to authorize the City Manager to award bid and execute a contract with The Fain Group, Inc., for The Allen Drive Gateway Project in the Amount of \$4,040,000. The motion carried.

14. **Conduct a Public Hearing and Adopt an Ordinance to Amend the Development Regulations of Planned Development No. 4 with a Base Zoning of Shopping Center to Allow Day Care Facility as a Permitted Use at the Northeast Corner of the Intersection of Greenville Avenue and Hightrail Drive (and Commonly Known as 821 S. Greenville Avenue). [Christ the Servant Lutheran Church]**

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. 3874-10-21: 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 1, BLOCK A, CHRIST THE SERVANT LUTHERAN CHURCH ADDITION, LOCATED IN AND SUBJECT TO THE REGULATIONS OF PLANNED DEVELOPMENT "PD" NO. 4 TO ALLOW SAID PROPERTY TO BE DEVELOPED FOR DAY CARE FACILITY USE; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Upon a motion made by Councilmember Clemencich and a second by Councilmember Cornette, the Council voted seven (7) for and none (0) opposed to adopt Ordinance No. 3874-10-21, as previously captioned, to amend the Development Regulations of Planned

Development No. 4 with a base zoning of Shopping Center to allow Day Care Facility as a permitted use at 821 S. Greenville Avenue. The motion carried.

15. Conduct a Public Hearing and Adopt an Ordinance to Establish a Planned Development Zoning District with a Base Zoning of Light Industrial and to Adopt Development Regulations, Concept Plan, and Building Elevations Relating to the Use and Development of Approximately 59.7157 Acres Generally Located on the North Side of Ridgeview Drive, Approximately 825 Feet West of the Intersection of Ridgeview Drive and Chelsea Drive. (Chelsea 121 Warehouse)

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

The following individuals spoke in opposition of the agenda item:

Robert Winningham, 610 Comanche, Allen, Texas;
Henry Billingsley, 6701 Turtle Creek Boulevard, Dallas, Texas; and,
Jacob Jimenez, 882 Merino Dr. Allen, Texas.

The following individuals spoke in support of the agenda item:

Blake Richardson, 900 W. Bethany Drive, Suite 500, Allen, Texas;
Tracey Cline, 1518 Brandywine, Allen, Texas;
Jeff Burkhardt, 406 Fox Trail, Allen, Texas;
Josh Eadie, 836 Emporio Drive, Allen, Texas; and,
Dave Scott, 852 Emporio Drive, Allen, Texas.

Crystella McIvor, 1558 Charleston Drive, Allen, Texas, did not speak but wished to record support of the agenda item.

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

ORDINANCE NO. 3875-10-21: 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 A 59.7157+/- ACRE TRACT SITUATED IN THE GEORGE FITZHUGH SURVEY, ABSTRACT NO. 321, AND FRANCIS DOSSER SURVEY, ABSTRACT NO. 280; PRESENTLY LOCATED IN PLANNED DEVELOPMENT "PD" NO. 92 CORRIDOR COMMERCIAL, BY CHANGING THE ZONING AND CREATING PLANNED DEVELOPMENT "PD" NO. 147 FOR LIGHT INDUSTRIAL "LI" AND ADOPTING DEVELOPMENT REGULATIONS INCLUDING A ZONING EXHIBIT, CONCEPT PLAN, AND BUILDING ELEVATIONS; 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 Shafer and a second by Councilmember Cornette, the Council voted seven (7) for and none (0) opposed to adopt Ordinance No. 3875-10-21, as previously captioned, to establish a Planned Development zoning district with a base zoning of Light Industrial and to adopt Development Regulations, Zoning Exhibit, Concept Plan, and Building Elevations relating to the use and development of approximately 59.7157 Acres in the George Fitzhugh Survey, Abstract No. 321, and Francis Dosser Survey, Abstract No. 280 with the following amendments: 1) Add a new Section 2.E entitled "Density" to allow for

phasing of Light Industrial uses. Section 2.E.(2) will create the stipulation that a maximum of 350,000 square of Light Industrial uses can only be built until a Certificate of Occupancy for shell space is obtained 100,000 of other uses identified in Section 2.E.(2); 2) Add a new Section 2.F entitled "Facade Composition" to address architectural elements of the building facades. Specifically, Section 2.F.(2) will require Feature Architectural Entries at no less than 150 linear feet; 3) Renumbering remaining sections accordingly to account for the two new sections added; 4) Section 2.G.(1).(e).ii would change the requirement for masonry support columns to be no less than one column every forty (40) feet; and, 5) Revising "Ordinance Section 7" to include a reverter clause for the zoning approval should the property not be closed before December 31, 2021, by Stillwater Capital Investments, LLC, or its affiliates. The motion carried.

Other Business

12. Calendar.

- October 18 - 29 - General and Special Election Early Voting Period
- November 2 - Election Day, 7 a.m. to 7 p.m.
- November 6 – Recycles Day

13. Items of Interest.

- Mayor Fulk announced Carson's Crusaders as his Charity of the Month.
- Mayor Pro Tem Brooks announced the Dallas Card Show at the Marriott Dallas | Allen Hotel and Convention Center will be held on October 28-31.
- Mayor Pro Tem Brooks announced the Credit Union of Texas National First Responder Day charity event on October 28 honoring Allen Police and Fire.
- Councilmember Cornette thanked Mayor Pro Tem Brooks and Councilmembers Schulmeister and Clemencich and the community for supporting the Allen Heritage Guild's "Whispers of the Past" featuring Mayor Pro Tem Brooks.
- Mayor Pro Tem Brooks announced that the Texas Historical Commission designated the Ross Cemetery as a Historic Texas Cemetery and awarded it an Official Texas Historical Marker.

Executive Session

The Executive Session was not held.

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

Adjournment

MOTION: Upon a motion made by Councilmember Shafer and a second by Councilmember Cornette, the Council voted seven (7) for and none (0) opposed to adjourn the Regular Meeting of the Allen City Council at 10:20 p.m. on Tuesday, October 26, 2021. The motion carried.

These minutes approved on the 9th day of November 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION
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AGENDA DATE: November 9, 2021

AGENDA CAPTION: Adopt an Ordinance Granting a Request for Variances from Section 6.03.5.5(b) of the Allen Land Development Code and Section 8-16(a)(1) of the Code of Ordinances by Authorizing the Sale of Alcoholic Beverages on 12.562± Acres Located at the Northwest Corner of Exchange Parkway and N. Greenville Avenue and Less than 300 Feet from Property Used as a Public School.

STAFF RESOURCE: Marc Kurbansade, Community Development Director

STRATEGIC PLANNING GOAL: Safe and Livable Community for All.

BACKGROUND

The 12.5-acre+/- subject property is located at the northwest quadrant of Greenville Avenue and Exchange Parkway, and is currently owned by HEB Grocery Company, LP. On October 29, 2021, a representative of H-E-B submitted a request for variances from Section 6.03.5.5.b of the Allen Land Development Code (ALDC) and Article II, Section 8-16(a) of the City of Allen Code of Ordinances (COO).

Section 6.03.5.5.b of the ALDC states in part that, "Restaurants with food and beverage certificates...cannot locate closer than 300 feet to a school (public or private)." Furthermore, Section 6.03.5.6 of the ALDC provides authority to the City Council to grant the requested variance through the following language included in this section, which states, "Nothing in this section 6.03.5.6 shall be construed as prohibiting the city council from exercising its discretion to grant a variance to the provisions of section 6.03.5.5 as authorized by V.T.C.A., Alcoholic Beverage Code § 109.33(e)." It is through this authority that H-E-B is seeking the aforementioned variance from the ALDC.

Section 8-16(a) of the COO states in part that, "No person may sell alcoholic beverages if the place of business is within...three hundred feet of a ... public school...". Section 8-16(h) of the COO provides authority to the City Council to grant the requested variance through the following language included in this section, which states, "The city council may allow variances to the regulations set forth in Section 8-16(a) if the city council determines that enforcement of the regulation in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an application for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the city council after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the city."

In his request letter, dated October 29, 2021, Mr. John Rose from H-E-B, provides justification for the

two variances noted above. The underlying premise for justifying the variance is that H-E-B employs a number of preventive measures that ensure the health, safety, and welfare of the public is not jeopardized. Additionally, H-E-B posits that not granting the variance will result in an undue hardship. Please note that the letter is included in its entirety as an attachment to this request.

Staff concurs with the applicant in their justification of the proposed variances. It is for this reason that staff is recommending approval of the two variances requested.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to adopt Ordinance No. _____, Granting a Request for Variances from Section 6.03.5.5(b) of the Allen Land Development Code and Section 8-16(a)(1) of the Code of Ordinances.

ATTACHMENT

[Ordinance](#)

[Variance Letter](#)

[Location Map with Buffer Zones](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, GRANTING A VARIANCE PURSUANT TO SECTION 8-16(e) OF THE CODE OF ORDINANCES OF THE CITY OF ALLEN TO AUTHORIZE THE SALE OF ALCOHOLIC BEVERAGES ON 12.562± ACRES OUT OF THE HENRY WETSEL SURVEY, ABSTRACT NO. 1026, DESCRIBED IN EXHIBIT “A” HERETO LOCATED WITHIN 300 FEET OF A PUBLIC SCHOOL; PROVIDING CONDITIONS TO SUCH VARIANCE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 8-16(a)(1) of the Code of Ordinances of the City of Allen, Texas, provides that “No person may sell alcoholic beverages if the place of business is within three hundred feet of a church, public or private school or public hospital”; and,

WHEREAS, Section 6.03.5.5(b) of the Allen Land Development Code (“ALDC”) provides that a restaurant serving alcoholic beverages holding a food and beverage certificate cannot locate closer than 300 feet to a school (public or private); and,

WHEREAS, the owner of the property described in Exhibit “A” hereto (the “Property”) desires to develop a grocery store and café on the Property and, in association with operation of such grocery store and café, sell alcoholic beverages for off-premises and on-premises consumption pursuant to a Wine-Only Package Store Permit and a Mixed Beverage Permit with Food and Beverage Certificate, respectively, (collectively, the “Permits”) issued by the Texas Alcoholic Beverage Commission (“TABC”); and,

WHEREAS, the property line of the Property is located within 300 feet of the property line of property owned and operated by the Allen Independent School District (“AISD”) as a public school; and,

WHEREAS, pursuant to Section 8-16(e) of the Code of Ordinances and Section 109.33(e) of the Texas Alcoholic Beverage Code, the owner of the Property has requested a variance to the above-described 300-foot separation requirements; and,

WHEREAS, the development and use of the Property is governed by the regulations of Tract 5 of Planned Development No. 58 and as amended by Ordinance No. 3199-1-14 (the “Property Zoning Ordinance”); and,

WHEREAS, the Concept Plan attached as Exhibit “A” to the Property Zoning Ordinance requires the proposed grocery store on the north part of the Property; and,

WHEREAS, in accordance with the Property Zoning Ordinance, the front of the proposed grocery store will be located more than 550 feet from the south property line of the Property and more than 700 feet from the AISD-owned property; and,

WHEREAS, the AISD-owned property that is located within 300 feet of the Property is primarily developed with a stadium and other athletic facilities, the primary school buildings (i.e., Allen High School) being located on a different lot than the stadium and a significantly longer distance from the Property; and,

WHEREAS, a variance to the provisions of ALDC Section 6.03.5 was previously granted without objection being made by AISD authorizing the sale of alcoholic beverages within a restaurant on property described as Lot 3R, Block A, Allen High Point Addition, an addition to the City of Allen, Texas, according to the plat thereof recorded in Book 2019, Page 262, Plat Records, Collin County, Texas, which property fronts on Exchange Parkway at the southwest corner of the Property (the “Restaurant Property”), and developed with a building significantly closer to the AISD-owned property than the proposed grocery store; and,

WHEREAS, City Administration is unaware of any complaints or violations of applicable laws relating to the prohibition of the sale of alcoholic beverages to minors occurring on the Restaurant Property; and,

WHEREAS, after considering the request, the owner of the Property, the proposed use and development of the Property as a grocery store and an in-store café, the distance from which the grocery store building is required to be located from the AISD-owned property as dictated by the Property Zoning Ordinance, the distance of the Property from the main school buildings and student population, and the absence of any known violations relating to the illegal sale of alcoholic beverage to minors, the City Council of the City of Allen, Texas, finds that the enforcement of Section 8-16(a)(1) of the Code of Ordinances and ALDC Section 6.03.5.5(b) with respect to the Property is not in the best interest of the public, does not serve its intended purpose, and is not effective or necessary.

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

SECTION 1. Based on the facts and findings set forth in the foregoing recitals, which recitals are hereby incorporated in this Section 1 by reference, a variance to Section 8-16(a)(1) of the Code of Ordinances and ALDC Section 6.03.5.5(b) is hereby granted pursuant to Section 8-16(e) of the Code of Ordinances and Section 109.33(e) of the Texas Alcoholic Beverage Code subject to the following:

- A. The variance is limited to the sale of alcoholic beverages on the Property pursuant to a Wine Only Package Store Permit issued pursuant to Chapter 24 of the Texas Alcoholic Beverage Code and a Mixed Beverage Permit with Food and Beverage Certificate issued pursuant to Chapter 28 of the Texas Alcoholic Beverage Code;
- B. The variance applies only to the sale of alcoholic beverages from the grocery store building to be located on the Property (inclusive of any restaurant constructed and located within or adjacent to said building) so long as the building is located generally as shown on the Concept Plan to the Property Zoning Ordinance; and,
- C. This variance shall be terminated and be deemed null and void if the Permits, after issuance, expire and are not renewed on or before the first anniversary of the expiration date of the Permits. If the Permits expire on different dates, this Section 1.C. shall apply to the Permits separately.

SECTION 2. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance, or of the Code of Ordinances, 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 3. This Ordinance shall take immediately, from and after its passage in accordance with its 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 9TH DAY OF NOVEMBER 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
(kbl:11/1/2021:125758)

Shelley B. George, TRMC, CITY SECRETARY

LEGAL DESCRIPTION
ALLEN HEB - EXCHANGE PARKWAY AT GREENVILLE AVENUE
12.562 ACRES
HENRY WETSEL SURVEY, ABSTRACT NO. 1026

BEING a 12.562 acre tract of land situated in the Henry Wetzel Survey, Abstract No. 1026, City of Allen, Collin County, Texas, and being all of the 12.562 acre tract of land conveyed to HEB Grocery Company, LP by deed of record in Instrument No. 20140212000131690 of the Official Public Records of Collin County, Texas; said 12.562 acre tract being more particularly described as follows:

BEGINNING at a found "X" cut in concrete for corner in the northeast line of Exchange Parkway, a variable width right-of-way; said point being at a west corner of said 12.562 acre tract; said point being at the south corner of Lot 4, Block A, Allen High Point Addition, an addition to the city of Allen, Collin County, Texas, according to the plat thereof recorded in Volume 2017, Page 554, of the Map Records of Collin County, Texas;

THENCE North 17 degrees 59 minutes 34 seconds East, along a common line between the said 12.562 acre tract and the said Lot 4, Block A, Allen High Point Addition, a distance of 272.67 feet to a found "X" cut in concrete at an 'ell' corner of said 12.562 acre tract and the east corner of said Lot 4, Block A, Allen High Point Addition;

THENCE North 72 degrees 00 minutes 26 seconds West, continuing along the common line between the said 12.562 acre tract and the said Lot 4, Block A, Allen High Point Addition, at a distance of 140.00 feet passing the north corner of said Lot 4, and the east corner of Lot 3 of said Block A, Allen High Point Addition, continuing along the common line between the said Lot 3, Block A, Allen High Point Addition and the said 12.562 acre tract, a distance of 294.17 feet to a found 1/2" iron rod with a yellow plastic cap stamped "ARTHUR SURVEY" for corner in the southeast line of Lot 1, Block A, The Villas At Allen Station, an addition to the City of Allen, Collin County, Texas, according to the plat thereof record in Volume 2007, Page 413, of said Map Records; said point being at the north corner of said Lot 3, Block A, Allen High Point Addition and a west corner of said 12.562 acre tract;

THENCE North 23 degrees 05 minutes 32 seconds East, departing the said common line between Lot 3, Block A, Allen High Point Addition and the 12.562 acre tract, along the common line between the said Lot 1, Block A, The Villas At Allen Station and said 12.562 acre tract, a distance of 589.92 feet to a found 1/2" iron rod for corner in the southwest right-of-way line of 16-foot alley right-of-way, at the east corner of said Lot 1, Block A, The Villas At Allen Station; said point being the north corner of said 12.562 acre tract;

THENCE South 80 degrees 11 minutes 26 seconds East, departing the said common line between Lot 1, Block A, The Villas At Allen Station and the 12.562 acre tract, along the said southwest line of the 16-foot alley and the northeast line of said 12.562 acre tract, at a distance of 215.00 feet

passing the southeast corner of said 16-alley and the southwest corner of Lot 1R, Block A, Greenville Montessori Addition, an addition to the City of Allen, Collin County, Texas, according to the plat thereof record in Volume 2011, Page 305, of said Map Records, continuing along the common line between said 12.562 acre tract and said Lot 1R, Block A, Greenville Montessori Addition, at a distance of 462.62 feet passing the south corner of said Lot 1R, Block A, Greenville Montessori Addition, and the west corner of Lot 2R, of said Block A, Greenville Montessori Addition, continuing along the common line between the said 12.562 acre tract and the said Lot 2R, Block A, Greenville Montessori Addition, in all a total distance of 618.66 feet to a set 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" at the north corner of a tract of land conveyed to Ensearch Corporation, by deed of record in Volume 1021, Page 95, of the Deed Records of Collin County, Texas;

THENCE South 09 degrees 46 minutes 24 seconds West, departing the said common line between Lot 2R, Block A, Greenville Montessori Addition and the 12.562 acre tract, along a common line between the said 12.562 acre tract and the said Ensearch Corporation tract, a distance of 49.83 feet to a T-Post for corner;

THENCE South 79 degrees 51 minutes 57 seconds East, continuing along the said common line between the 12.562 acre tract and Ensearch Corporation tract, a distance of 83.19 feet to a found 1/2" iron rod for corner in the northwest right-of-way line of N. Greenville Avenue (State Highway 5), a variable width right-of-way; said point being the southeast corner of said Ensearch Corporation tract and an east corner of said 12.562 acre tract;

THENCE departing the said common line between the Ensearch Corporation tract and the 12.562 acre tract, along the said northwest line N. Greenville Avenue and a southeast line of said 12.562 acre tract, the following courses and distances:

South 23 degrees 15 minutes 44 seconds West, a distance of 27.45 feet to found 1/2" iron rod at an angle point;

South 23 degrees 02 minutes 46 seconds West, a distance of 753.46 feet to a found 1/2" iron rod at an angle point;

South 22 degrees 52 minutes 43 seconds West, a distance of 100.00 feet to a set 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS";

North 67 degrees 07 minutes 29 seconds West, a distance of 10.48 feet to a found 1/2" iron rod at an 'ell' corner;

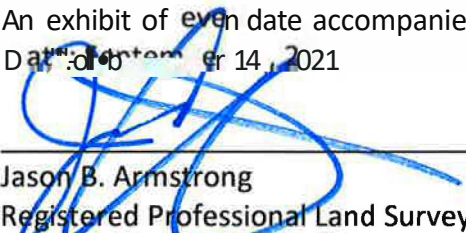
South 22 degrees 52 minutes 43 seconds West, a distance of 19.68 feet to a set 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" at the north end of a right-of-way corner clip between the said northwest line of N. Greenville Avenue and the said northeast line Exchange Parkway;

THENCE South 65 degrees 11 minutes 10 seconds West, departing the said northwest line N Greenville Avenue and the said southeast line of the 12.562 acre tract, along the said right-of-way corner clip and a southerly line of said 12.562 acre tract, a distance of 20.83 feet to a set 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" for corner in the said northeast line of Exchange Parkway; said point being the west end of said right-of-way corner clip and a south corner of said 12.562 acre tract;

THENCE North 72 degrees 00 minutes 26 seconds West, departing the said right-of-way corner clip, along the northeast line of Exchange Parkway and the said southwest line of the 12.562 acre tract, a distance of 355.35 feet to the **POINT-OF-BEGINNING**, containing **547,213 square feet or 12.562 acres of land.**

Bearings for this description cited are based on Grid North State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment Realization (CORS 96).
An exhibit of even date accompanies this description.

Date of preparation: October 14, 2021



Jason B. Armstrong
Registered Professional Land Surveyor
Texas Registration No. 5557





October 29, 2021

Via E-mail: mkurbansade@cityofallen.org

Marc Kurbansade, AICP
Director – Community Development
City of Allen
305 S. Century Parkway
Allen, TX 75013

Re: Request for Variance from Allen Land Development Code Art. VI, Sec. 6.03.5(4)(b) and
Allen Code of Ordinances, Art. II, Sec. 8-16(a)

Dear Mr. Kurbansade:

Please accept this letter and supporting documentation as application to Allen City Council for a variance from the minimum distance regulations set forth in Article VI, Section 6.03.5(4)(b) of Allen's Land Development Code ("ALDC") and Article II, Section 8-16(a) of Allen's Code of Ordinances ("ACO"), which, if granted, would enable the applicant, H-E-B, LP ("H-E-B") or its affiliated subsidiary, HEB Beverage Company, LLC, to hold a TABC Wine-Only Package Store Permit and Mixed Beverage Permit with Food and Beverage Certificate at the proposed H-E-B grocery store and cafe to be located on the NWC of Hwy 5 & Exchange the undeveloped commercial property identified on Exhibit A (the "Store"). H-E-B requests placement of its variance request on the agenda for the City Council meeting scheduled for Tuesday, November 9, 2021, if possible.

Measured in a direct line from property line to property line, the Store is located within 300 feet of a parcel of property owned by Allen Independent School District ("AISD") that is home to Eagle Stadium and additional AISD athletic fields (collectively, the "School"). The ALDC and ACO ordinances cited above prohibit the sale of alcoholic beverages within 300 feet of a public school without variance approval by City Council, which may be granted if Council determines the enforcement of the regulation in a particular instance is either:

- not in the best interest of the public,
- constitutes waste or inefficient use of land or other resources,
- creates undue hardship on an applicant for a license or permit,
- does not serve its intended purpose,
- is not effective or necessary, or
- for any other reason council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the city.



H-E-B understands city staff will inform AISD of the variance request. H-E-B's intent is to establish an open line of communication with AISD and is available for any questions or concerns about its proposed activities at the Store.

H-E-B understands the purpose of restricting alcoholic beverage sales near schools is to reduce the likelihood of alcoholic beverage sales to minors, and H-E-B takes its responsibilities as a good corporate citizen and TABC permittee seriously. H-E-B's partners, including managers, receive training on responsible policies and procedures for selling alcoholic beverages to the public. The training focuses on preventing sales to minors, to already intoxicated customers, and on restricted hours for sales. As a result of this training and with thousands of daily alcoholic beverage sales transactions at its 340+ grocery stores in Texas, H-E-B enjoys an exemplary TABC compliance record.

H-E-B believes it is unnecessary to ban alcohol sales at this Store to prevent sales to minors. The city of Allen can be sure H-E-B will enforce the same exacting compliance standards at this Store that are in place statewide. What is more, prohibiting alcoholic beverage sales at the Store will result in lost sales to H-E-B and lost jobs and tax revenue to the city. That result is bad for the city and unfair to H-E-B. Additionally, not being able to sell alcoholic beverages puts H-E-B at a competitive disadvantage to similar businesses in the surrounding area, such as, Kroger, ALDI, and Whole Foods Market, that are currently selling alcoholic beverages in Allen.

Enclosed is a map detailing proximity of the Store to the School, which is really to the northeast portion of Eagle stadium's parking lot. For the reasons set forth and given the practical proximity of the Store to the School, H-E-B respectfully requests City Council grant it a variance from Allen's minimum distance regulations related to the sale of alcoholic beverages near a public school. Please let me know if you require any additional information for the variance application or upcoming City Council meeting considering the same.

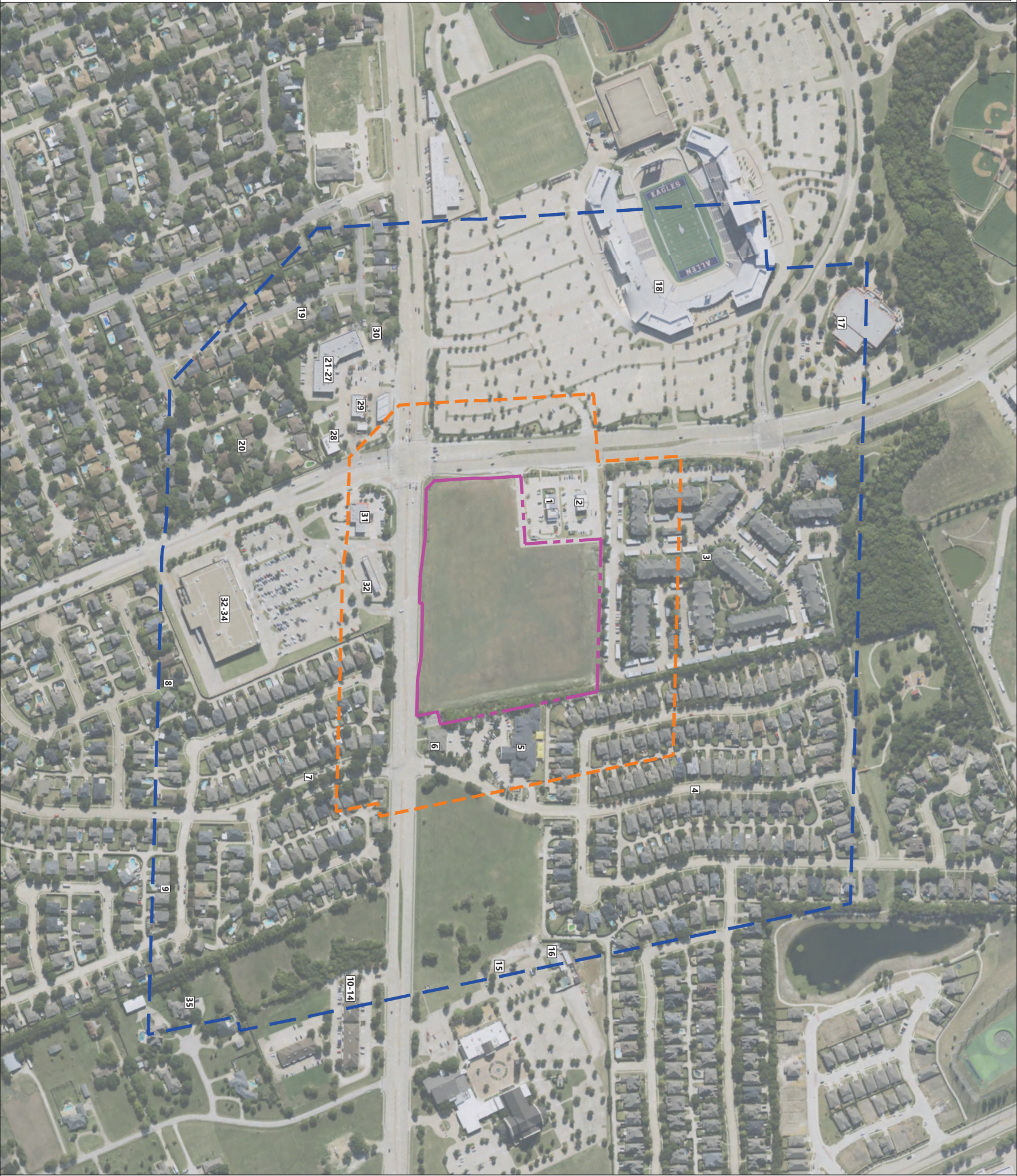
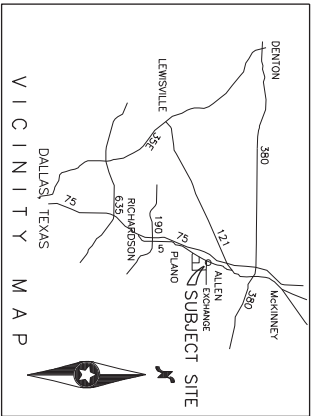
Sincerely,

A handwritten signature in black ink that reads 'John Rose'. The signature is written in a cursive, flowing style.

John Rose
Sr. Due Diligence Manager

HEB ALLEN - TABC EXHIBIT

CITY OF ALLEN, TEXAS



USE	OWNER
1 HAT CREEK BURGER	11 ALLEN TX, INC.
2 STARBUCKS	12 V&K HOLDINGS, LLC
3 THE GATES OF ALLEN STATION APARTMENTS	13 ALLEN STATION APARTMENTS, LLC
4 RESIDENTIAL	14 SPRING MEADOW
5 OAK BROOK SCHOOL	15 OAK BROOK SCHOOL, INC. - (DAY CARE)
6 DAYTAX	16 DAYTAX PROPERTIES
7 RESIDENTIAL	17 ALLEN NORTH ADDITION PHASE ONE
8 RESIDENTIAL	18 ALLEN NORTH ADDITION PHASE TWO
9 RESIDENTIAL	19 ALLEN NORTH ADDITION PHASE FOUR
10 DAWSON, PRIVATE WEALTH	20 MANN ALLIANCE LTD PARTNERSHIP
11 STATE FARM	21 MANN ALLIANCE LTD PARTNERSHIP
12 EDWARD JONES	22 MANN ALLIANCE LTD PARTNERSHIP
13 FARMERS INSURANCE	23 MANN ALLIANCE LTD PARTNERSHIP
14 MARK BURK MUSIC STUDIO	24 MANN ALLIANCE LTD PARTNERSHIP
15 ST. JUDE CATHOLIC CHURCH	25 SAINT JUDE CATHOLIC PARISH, INC.
16 ALLEN MINISTERIAL ALLIANCE FOOD PANTRY	26 SAINT JUDE CATHOLIC PARISH, INC.
17 DON, RODENBAUGH NATATORIUM	27 CITY OF ALLEN
18 EAGLE STADIUM	28 ALLEN ISD
19 RESIDENTIAL	29 HIGH MEADOWS FIRST ADDITION
20 RESIDENTIAL	30 HIGH MEADOWS NO. 2
21 KOGURTY/ILE	31 FAEC HOLDINGS 382123, LLC
22 KOTAL FOOT SPA	32 FAEC HOLDINGS 382123, LLC
23 DON FAMILY CHIROPRACTIC	33 FAEC HOLDINGS 382123, LLC
24 VALIS MAXX	34 FAEC HOLDINGS 382123, LLC
25 ANYTIME FITNESS	35 FAEC HOLDINGS 382123, LLC
26 PHIVIT REPAIR CENTER	36 FAEC HOLDINGS 382123, LLC
27 SIGNARAMA	37 FAEC HOLDINGS 382123, LLC
28 PERSPECTIVE EYE CARE	38 GTEC PROPERTIES, LLC
29 F. ELEVEN	39 ALLEN, BABYLON, LLC
30 MORGAN DENTALLAB	40 DAVID R. & BONITA, UBI SHOP
31 BANK OF AMERICA	41 BANK OF AMERICA, N.A.
32 KROGER	42 KROGER TEXAS, LP
33 STARBUCKS	43 KROGER TEXAS, LP
34 WESTERN UNION	44 KROGER TEXAS, LP
35 RESIDENTIAL	45 BUCKINGHAM POLO CLUB ESTATES PHASE 1



CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION
--

AGENDA DATE: November 9, 2021

AGENDA CAPTION: Adopt an Ordinance Granting to Atmos Energy Corporation, Its Successors and Assigns, a Non-Exclusive Franchise To Use Public Rights-Of-Way of the City of Allen for the Purposes of Constructing, Maintaining and Operating a Gas Distribution and Transmission System for a Period of Ten (10) Years.

STAFF RESOURCE: Rebecca Vice, Assistant City Manager

PREVIOUS COUNCIL ACTION: On June 28, 2005, City Council adopted Ordinance No. 2405-5-05 which granted a non-exclusive franchise to Atmos Energy Corporation, its successors and assigns, for a period of five (5) years, with two (2) additional 5-year extensions.

STRATEGIC PLANNING GOAL: Financially Sound and Transparent City Government.

BACKGROUND

The City of Allen's current Franchise Agreement with Atmos Energy Corporation expired in 2020 and while we are in a grace period for re-negotiation, there are no further extensions remaining in the current agreement. During the past several months, city staff has negotiated through legal counsel a new gas Franchise Ordinance with Atmos. The new agreement is of mutual advantage to both parties by establishing conditions under which Atmos will operate its gas delivery system, equipment and facilities in the City. In addition to standard franchise language incorporating changes in statutes since the previous agreement was negotiated, the new ordinance provides additional clarity as to the responsibility share of relocation costs compared to language in the previous franchise agreement.

The purpose of this action is to grant Atmos Energy Corporation, its successors and assigns, a gas franchise and use of present and future streets, alleys, highways, public utility easements, public ways and other public property or property interests of the City, for the purpose of laying, maintaining, constructing, protecting, operating, and replacing pipelines and all other equipment to deliver, transport, and distribute gas in, out of, and through City.

The terms of this franchise agreement will extend through September 30, 2031 with the option for two (2) 5-year renewals.

BUDGETARY IMPACT

There is no change in franchise fees received or costs to operations related to the Atmos Energy Franchise Agreement compared to our current agreement.

The terms of this new Franchise Agreement will produce an indeterminable amount of revenue in the General Fund, attributable to a quarterly franchise fee based revenue received by Atmos Energy for the gas sold to each class of customer as well as transported within the City's municipal boundaries, as well as, the annual franchise fee based on 5% of the gross revenues received by Atmos Energy as defined in the agreement.

For reference, Atmos Energy Franchise Fee Revenue received in FY 2020-2021 was \$793,262.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt an Ordinance granting to Atmos Energy Corporation, its successors and assigns, a non-exclusive franchise to use public rights-of-way of the City of Allen for the purposes of constructing, maintaining and operating a gas distribution and transmission system for a period of ten (10) years.

MOTION

I make a motion to adopt Ordinance No. _____ granting to Atmos Energy Corporation, its successors and assigns, a non-exclusive franchise to use public rights-of-way of the City of Allen for the purposes of constructing, maintaining and operating a gas distribution and transmission system for a period of ten (10) years.

ATTACHMENT

[Ordinance](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, GRANTING TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAYS; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.

WHEREAS, Atmos Energy Corporation is engaged in the gas utility business in the State of Texas and the City of Allen, Texas ("City") and is using the public streets, alleys, grounds, and rights-of-way within the City for that purpose under the terms of a franchise ordinance duly passed by the governing body of the City, being Ordinance No. 2405-5-05, passed on June 28, 2005; and,

WHEREAS, the franchise granted by Ordinance No. 2405-5-05, which would otherwise have terminated on June 30, 2010, was renewed in accordance with the terms of the franchise by the Parties for two additional terms of five (5) years each on the same terms and conditions, with a final expiration date of June 30, 2020; and,

WHEREAS, subsequent to the June 30, 2020 expiration date, the City and Atmos continued and presently continue to operate under the terms and conditions of the franchise Ordinance No. 2405-5-05; and,

WHEREAS, City and Atmos desire that any use or action regarding the subject matter previously governed by Ordinance No. 2405-5-05 between June 30, 2020 and the effective date of this Ordinance be fully ratified as if at all times occurring under the terms and conditions set forth in Ordinance No. 2405-5-05; and,

WHEREAS, City and Atmos further find it to be to the mutual advantage of City and Atmos to and they each desire to enter into a new Franchise Agreement as set out in this Ordinance establishing the conditions under which Atmos will operate in the City.

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

SECTION 1. The recitals set forth above are true and correct and incorporated herein.

SECTION 2. Any action or use in regard to the subject matter previously governed by Ordinance No. 2405-5-05 and taken between June 30, 2020, and the effective date of this Ordinance is hereby fully ratified as if at all times occurring under the terms and conditions of Ordinance No. 2405-5-05.

SECTION 3. GRANT OF AUTHORITY. The City of Allen, Texas, hereinafter called "City," hereby grants to Atmos Energy Corporation, Mid-Tex Division, its successors and assigns, hereinafter called "Atmos Energy" or "Company," consent to use and occupy the present and future streets, alleys, highways, public utility easements, public ways and other public property or property interests of the City ("Public Rights-of-Way"), for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment (collectively, or any part thereof may be referred to herein as the "System" or "Facility" or "Facilities") to deliver, transport, and distribute gas in, out of, and through City for

persons, firms, and corporations, including all the general public, and to sell gas to persons, firms, and corporations, including all the general public, within the City corporate limits, as such limits may be amended from time to time during the term of this Franchise, said consent being granted for a term ending September 30, 2031. Unless written notice of its intent to renegotiate is provided by either the City or Atmos Energy at least 180 days prior to the expiration of any term, the Franchise shall be extended for up to two (2) additional terms of five (5) years each on the same terms and conditions as set forth herein.

SECTION 4. CONSTRUCTION, MAINTENANCE, OPERATION & RELOCATION OF ATMOS ENERGY FACILITIES.

- A. General Provisions. Atmos Energy shall lay, maintain, construct, operate, use, extend, remove, repair, and replace its pipes, mains, laterals, and other equipment to minimize interference with the proper and intended use of the Public Rights-of-Way. Upon request by the City, Atmos Energy shall furnish the City information relevant to such matters which is prepared, maintained, and available in the ordinary course of business and not deemed confidential or proprietary.
- B. Location and Construction. The location of all Company's pipes, mains, laterals, and other equipment in the present and future Public Rights-of-Way in the City shall be fixed under the supervision of the City or an authorized agent appointed by the City. In addition, Atmos Energy shall comply with applicable permitting requirements, except that in no event shall Atmos Energy or contractors working on behalf of Atmos Energy be required to pay for street cutting permits, street excavation permits, or other permits related to work in the Public Rights-of-Way in connection with Atmos Energy's operations in Public Rights-of-Way.

Upon reasonable request from the City for a public health or safety purpose, Atmos Energy shall identify for the City the location of its System Facilities located in the City. Any maps provided by Company to the City shall be deemed confidential and shall be clearly identified as such by Atmos Energy when provided to the City and will be provided solely for the City's use. The City agrees to maintain the confidentiality of any non-public information obtained from Atmos Energy to the extent allowed by law. If the City receives a request under the Texas Public Information Act that includes Atmos Energy's previously designated proprietary or confidential information, City will request an opinion from the Texas Attorney General as to the confidential or the proprietary nature of the document(s). The City also will provide Atmos Energy with notice of the request, and thereafter Company is responsible for establishing that an exception under the Texas Public Information Act allows the City to withhold the information. Atmos Energy shall provide all location and "as built" plans on a going forward basis if required through the City's permitting process.

Except to the extent a conflict with the Franchise exists, Atmos Energy agrees to comply with all other City laws, rules, or ordinances that govern the use of Public Rights-of-Way that currently exist or may be applicable during the term of this Franchise.

In determining the location of Company's facilities within the City, Company shall minimize interference with then existing underground structures of City or other utility Franchisees. Likewise, in determining the location of the facilities of the City and other users of Public Right-of-Way within City, City shall minimize interference with then existing facilities of Atmos Energy and shall require other users of Public Rights-of-Way to minimize interference with existing facilities of Atmos Energy. In the event of a conflict between the location of the proposed System facilities of Atmos Energy and the location of the existing facilities of City or other users of Public Rights-of-Way within Public Rights-of-Way that cannot otherwise be resolved, the City Manager or an authorized designee of City shall resolve the conflict and determine the location of the respective facilities within the Public Rights-of-Way. City agrees to provide Atmos Energy with its annual capital improvements plan as well as any material updates or changes within a reasonable time after they become available. City shall notify Atmos Energy as soon as reasonably possible of any projects that will affect Atmos Energy's facilities located in the Public Rights-of-Way. Atmos Energy shall comply with applicable state law with respect

to the identification and location of facilities in the City's Public Rights-of-Way. In the event that Company fails to provide the necessary information and damage is caused to Company facilities as a direct result of withholding said information, the Company shall hold the City harmless from all liability, damage, cost, or expense resulting from any City action in this regard.

- C. Restoration. The surface of any Public Rights-of-Way disturbed by Atmos Energy in laying, maintaining, constructing, operating, replacing, and removing its Facilities or System shall be restored to approximate original condition as soon as is reasonably possible.

When Company makes or causes to be made excavations or places, causes to be placed, obstructions in any Public Rights-of-Way, Company shall place, erect, and maintain appropriate barriers and lights to identify the location of such excavations or obstructions. In the event of emergency requiring excavations in the Public Right of Way, notice shall be made to the City as soon as practicable during or after such emergency excavation.

In addition to providing the location of Company's facilities, Company shall obtain facilities location information from other users of the Public Rights-of-Way prior to Company's construction, reconstruction, maintenance, operations, and repair of its facilities.

- D. When the Company is required by City to remove, modify, alter, or relocate its mains, laterals, or other Facilities or System lying in the Public Rights-of-Way to accommodate a conflict with the construction, repair, maintenance, removal, or installation of sewers, drainage, water lines, streets or other Public Rights-of-Way, or utilities, such removal, modification, alteration, or relocation shall be promptly made by Company when directed in writing to do so by the City and shall be done at the sole expense of Atmos Energy unless such work is for the primary purpose of beautification, performed solely at the request of a private developer, or is ultimately paid for by a private developer. Atmos Energy have the right to propose alternative plans regarding City requested relocations to the extent that the Company deems City proposed actions described in this subsection to be inconsistent with gas distribution industry standard safe operating practices for existing facilities. Atmos Energy shall not be required to relocate facilities to a depth of greater than four (4) feet unless prior agreement is obtained from Atmos Energy.

When Atmos Energy is required by City to remove or relocate its mains, laterals, and other Facilities lying within Public Rights-of-Way to accommodate a request by City, and costs of utility removals or relocations are eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Atmos Energy as a result of such removal or relocation, such reimbursement is required to be handled through City, Atmos Energy costs and expenses shall be included in any application by City for reimbursement if Atmos Energy submits its cost and expense documentation to City prior to the filing of the application. City shall provide reasonable written notice to Atmos Energy of the deadline for Atmos Energy to submit documentation of the costs and expenses of such relocation to City. Upon receipt of an amount of reimbursement intended for utility relocations including gas utilities, City shall remit to the Company, within thirty (30) days of receipt, any portion of such reimbursement specifically designated as a reimbursement of Company's costs incurred in the relocation or removal of Company's facilities but only after City has been fully reimbursed for its own costs of relocation or removal of utilities and related facilities. However, nothing in this agreement shall require City to make such application.

When Atmos Energy is required to remove or relocate its mains, laterals or other facilities to accommodate construction by City without reimbursement, Atmos Energy shall have the right to seek a surcharge or recover relocation costs pursuant to applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Atmos Energy to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. City shall not oppose such recovery of relocation costs when Company is required by City to perform relocation. City shall not require that Company document a request to the City for reimbursement as a

pre-condition to recovery from customers of such relocation costs. When required by City to remove or relocate its mains, laterals, and/or other Facilities lying within Public Rights-of-Way, Atmos Energy shall do so as soon as practicable with respect to the scope of the project. In no event shall Atmos Energy be required to remove or relocate its Facilities in less than thirty (30) days from the time notice is given to Atmos Energy by City. In the event Company, after notice, fails or refuses to commence, pursue, or complete such relocation work within a reasonable time, City may require Company to attend a meeting that establishes a formal record of the reasons for the delay and the timeframe within which Company will complete the relocation work. If Atmos Energy is required by City to remove or relocate its mains, laterals, or other facilities lying within the Public Rights-of-Way for any reason other than the construction or reconstruction of sewers, drainage, water lines, Public Rights-of-Way, streets, or utilities by City, Atmos Energy shall be entitled to reimbursement from City or others of the cost and expense of such removal or relocation. If the City requires Atmos Energy to remove, modify, alter, or relocate its mains, laterals, or other facilities specifically for the purpose of enabling the use of the Public Rights-of-Way by another private person or corporation, Company shall not be bound to make such changes until the other private person or corporation has agreed to reimburse the Company for relocation expenses, provided, however, that the City shall not be liable for the reimbursement.

- E. Abandonment. If City abandons any Public Rights-of-Way in which Atmos Energy has facilities, such abandonment shall be conditioned on Atmos Energy's right to maintain its use of the former Public Right-of-Way and on the obligation of the party to whom the Public Right-of-Way is abandoned to reimburse Atmos Energy for all removal or relocation expenses if Atmos Energy agrees to the removal or relocation of its facilities following abandonment of the Public Right-of-Way. If the party to whom the Public Right-of-Way is abandoned requests Atmos Energy to remove or relocate its facilities and Atmos Energy agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 5. INDEMNITY & INSURANCE.

- A. General Provisions. In consideration of the granting of this Franchise, Atmos Energy agrees that the City, including its agents and employees, shall not be liable or responsible for any costs, expenses (including attorneys' fees), or any other damage to persons or property by reason of Atmos Energy's construction, operation, maintenance, or replacement of Atmos Energy's System within Public Rights-of-Way and Atmos Energy does hereby release, agree to indemnify and keep harmless the City, its agents and employees from and against all suits, actions, or claims of death or injury to any person or persons, or damages to any property brought or made for or on account of any death, injuries to or damages received or sustained by any person or persons or for damage to or loss of property arising out of or occasioned by any acts or omissions of Atmos Energy, its agents or employees in connection with their operations, except to the extent such death, injury or damage is attributable to the City's negligent or intentional acts or omissions. In the event that any action, suit, or proceeding is brought against the City, its agents or employees, upon any liability arising out of Atmos Energy's operations, the City shall give notice in writing to Atmos Energy. Upon receipt of such notice, Atmos Energy, at its sole expense, shall defend such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the City and/or to satisfy said judgment. The City agrees to reasonably cooperate with Atmos Energy in connection with such defense. In the event of joint and concurrent negligence or fault of both Atmos Energy and City, responsibility and indemnity, as allowed by law, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any of the defenses of the parties under Texas law. The City expressly does not waive its governmental immunity under the Texas Tort Claims Act and any other applicable laws. It is understood that it is not the intention of the parties hereto to create liability for the benefit of third parties, but that this section shall be solely for the benefit of the parties hereto and shall not create or grant any rights, contractual or otherwise, to any person or entity other than City and Atmos Energy.

- B. Damage to City Property. If, the negligence or intentional acts or omissions by Atmos Energy, including its employees and agents, results in damage of any property owned by City, Atmos will be responsible for repairing the damages without charge to City or for the cost of repair reasonably incurred by City. However, if such damage by Atmos Energy is due to inaccurate information with respect to the location or description of City's facilities within the Public Rights-of-Way, City will be responsible for all costs associated with such repair or related consequences. Atmos Energy agrees to notify the appropriate City official as soon as reasonably possible after the occurrence of such damage.
- C. Damage to Atmos Energy Property Due to Work by Others. The City reserves the right to permit to be laid sewer, electric, and other utilities, pipelines, cables, conduits, and facilities and to do and permit to be done any underground or aboveground work that may be necessary or proper within the Public Rights-of-Way to facilitate the same. The City also reserves the right to change any curb, sidewalk, grade of the street, alley, or other Public Right-of-Way due to a publicly funded City project. In permitting this work to be done, the City shall not be liable to Company for any resulting damage, but nothing herein shall relieve any other third party from being responsible for the damage to Atmos Energy facilities.
- D. Insurance. Company shall maintain adequate insurance covering its operations and obligations of indemnity under the Franchise. Such insurance shall be at Company's sole expense. Atmos Energy's insurance of its obligations and risks undertaken pursuant to this Franchise may be in the form of self-insurance to the extent permitted by applicable law, but in no instance shall such self-insurance be less than \$10,000,000 in commercial insurance coverages. An insurance certificate shall be provided to the City initially and upon any substantial reduction in coverage. Together with such insurance certificate, this Franchise shall satisfy any requirements in the City of Allen Code of Ordinances, with respect to proof of appropriate insurance or other financial assurance required for receipt of a permit to perform work within the Public Rights-of-Way.

SECTION 6. QUALITY OF SERVICE, RATES, INSTALLATION CHARGES, DEPOSITS, AND OTHER COMPANY CHARGES.

- A. General Provisions. Atmos Energy shall at all times furnish service which is safe, modern, and sufficient to meet reasonable demands without undue interruption or fluctuations to any person or entity that demand service within the City. The service provided shall be equal to or better than, in all instances, that required under the Mid-Tex Tariff – Service Rules and Regulations, as may be amended from time to time. In addition to the rates charged for gas supplied, Company may make and enforce reasonable charges for service rendered in conduct of its business, including a charge for services rendered in the inauguration of natural gas service.
- B. Service Rates. The City hereby expressly reserves the right, power, and authority to fully regulate and fix rates and charges for the services of Atmos Energy to its customers located within the City as provided by State law. Atmos Energy shall at all times have current rates and charges on file with the City Secretary and shall update such within fifteen (15) days of any changes thereto.

SECTION 7. NON-EXCLUSIVE FRANCHISE. The rights, privileges, and Franchise granted by this ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and Franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling gas to and for City and the inhabitants thereof.

SECTION 8. PAYMENTS TO CITY.

- A. Atmos Energy, its successors and assigns, agrees to pay and City agrees to accept, on or before the 15th day of November, 2021 and February, May, and August, 2022, and on or before the same days of each succeeding year during the life of this Franchise the last payment of the initial term being made on the

15th day of August, 2031, a sum of money which shall be equivalent to five percent (5%) of the Gross Revenues, as defined in 6.B. below, received by Atmos Energy during the preceding calendar quarter.

B. Gross Revenues. "Gross Revenues" shall mean:

- (1) all revenues received by Atmos Energy from the sale of gas to all classes of customers (excluding gas sold to another gas utility in the City for resale to its customers within City) within the City;
- (2) all revenues received by Atmos Energy from the transportation of gas through the System of Atmos Energy within the City to customers located within the City (excluding any gas transported to another gas utility in City for resale to its customers within City);
- (3) The value of gas transported by Atmos Energy for Transport Customers through the System of Atmos Energy within the City ("Third Party Sales")(excluding the value of any gas transported to another gas utility in the City for resale to its customers within City), with the value of such gas to be established by utilizing Atmos Energy's monthly Weighted Average Cost of Gas charged to industrial customers in the Mid-Tex division, as reasonably near the time as the transportation service is performed;
- (4) Fees collected pursuant to this agreement and the following "miscellaneous charges": charges to connect, disconnect, or reconnect gas and charges to handle returned checks from customers within the City; and,
- (5) "Gross Revenues" shall not include:
 - (a) revenues billed but not ultimately collected or received by Atmos Energy;
 - (b) contributions in aid of construction;
 - (c) the revenue of any affiliate or subsidiary of Atmos Energy;
 - (d) sales tax paid to the City;
 - (e) interest or investment income earned by Atmos Energy; and,
 - (f) monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's right of way.

C. Privilege Period. The initial payment made under this Franchise for the rights and privileges herein provided shall be on November 15, 2021, and shall be for the privilege period October 1 through December 31, 2021, and each succeeding payment shall be for the calendar quarter in which the payment is made as follows:

<u>Payment Due Date</u>	<u>Quarter Upon Which Payment is Based</u>	<u>Quarter for Which Payment is Made</u>
May 15th	January 1 – March 31	April 1 – June 30
August 15th	April 1 – June 30	July 1 – September 30
November 15th	July 1 – September 30	October 1 – December 31
February 15th	October 1 – December 31	January 1 – March 31

D. Payment in Lieu of. It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, Franchise taxes or charges (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from Atmos Energy or Atmos Energy's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property. If the City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or Franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as

may be necessary to satisfy Atmos Energy's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or Franchise taxes or charges aforesaid.

- E. Effect of Other Municipal Franchise Ordinance Fees Accepted and Paid by Atmos Energy. If Atmos Energy should at any time after the effective date of this Ordinance agree to a new municipal Franchise ordinance, or renew an existing municipal Franchise ordinance, with another municipality in Atmos Energy's Mid-Tex Division, which municipal Franchise ordinance determines the Franchise fee owed to that municipality for the use of its public rights-of-way in a manner that, if applied to the City, would result in a Franchise fee greater than the amount otherwise due City under this Ordinance, then the Franchise fee to be paid by Atmos Energy to City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the Franchise fee provisions of that other Franchise ordinance applied to City. The City acknowledges that the exercise of this right is conditioned upon the City's acceptance of all terms and conditions of the other municipal Franchise *in toto*. The City may request waiver of certain terms and Company may grant, in its sole reasonable discretion, such waiver.
- F. Atmos Energy Franchise Fee Recovery Tariff. Atmos Energy may file with the City a tariff or tariff amendment(s) to provide for the recovery of the Franchise fees under this agreement. City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for 100% recovery of such Franchise fees as part of Atmos Energy's rates; (ii) if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Atmos Energy's Franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of such Franchise fees by Atmos Energy and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such Franchise fees by Atmos Energy. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such Franchise fees by Atmos Energy.
- G. Lease of Facilities Within City's Rights-of-Way. Atmos Energy shall have the right to lease, license or otherwise grant to a party other than Atmos Energy the use of its facilities within the City's public rights-of-way provided: (i) Atmos Energy first notifies the City of the name of the lessee, licensee or user; the type of service(s) intended to be provided through the facilities; and the name and telephone number of a contact person associated with such lessee, licensee or user and (ii) Atmos Energy makes the Franchise fee payment due on the revenues from such lease pursuant to Section 7 of this Ordinance. This authority to lease Facilities within City's Rights-of-Way shall not affect any such lessee, licensee or user's obligation, if any, to pay Franchise fees.
- H. Right to Audit. City shall be entitled to rely upon the accuracy and completeness of the information furnished by Company in connection with any payment under this Franchise. City reserves the right to audit, at City's election, all of Company's records relating to the delivery of services under this Franchise and the calculation of amounts due to the City thereunder. Atmos Energy agrees to retain such records for a minimum of five (5) years following delivery of the services reflected therein. City agrees that it will exercise the right to audit only at reasonable hours. Any payment made or provided during the course of performance of this Franchise shall be subject to City's rights as may be disclosed by an audit under this subsection.

SECTION 9. DEFAULT AND FORFEITURE. In the event Atmos Energy fails or refuses to correct a defect, impairment, or substandard condition after written notice by the City and such failure has continued for longer than thirty (30) days from the date the notice was received by Company, the City shall have the right to file a claim through the Company's claims department. The City shall notify Company, in writing, of an alleged failure to comply with a material provision of this Franchise, which notice shall specify the alleged failure with reasonable particularity. The Company shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or, subject

to acceptance by the City, state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not forthcoming, such default shall entitle the City to compel compliance by suit in any court of competent jurisdiction and upon final judgment not subject to further appeal being entered in favor of the City, City may declare this Franchise to be forfeited and cancelled. Prior to a decision from such court, the Company shall have the right to operate its facilities pursuant to the provisions of this Franchise.

Atmos Energy agrees that if, for any reason other than an event force majeure, the Company fails to pay the regularly scheduled Franchise fees as provided in this Franchise within thirty (30) days following written notice from the City that the Company has failed to make payment, such failure shall be sufficient to permit the City to forfeit this Franchise without court action. For the purpose of this section, an event of force majeure means any event or circumstance or combination of events or circumstances beyond the reasonable control of the Company that materially and adversely affect Company or its performance of its obligations under or pursuant to this Franchise including but not limited to an act of God, act of civil or military authority, act of war (whether declared or undeclared), act (including delay, failure to act, or priority) of any governmental authority (including the City); epidemic, pandemic, civil disturbance, insurrection or riot, sabotage, fire, inclement weather conditions, earthquake, flood, strike, work stoppage or other labor difficulty, embargo, or other failure or delay beyond Atmos Energy's reasonable control. The Company's financial inability to perform shall expressly be excluded from force majeure events. In the event that any of the above force majeure circumstances prevent the timely payment of Franchise fees, the Company shall notify City within five (5) business days.

SECTION 10. CONFORMITY TO LAWS AND REGULATIONS.

A. Applicable Laws. This Franchise is subject to applicable provisions of the Constitution and Laws of the United States of America and the State of Texas. This Franchise shall in no way affect or impair the rights, obligations, or remedies of the parties under the Public Utility Regulatory Act of Texas, as it may be amended from time to time. Except as expressly provided herein, Atmos Energy shall not recover costs or expenses directly from the City (exclusive of charges related to the City's billings as a customer) for taking any actions mandated by this Franchise or by any order or request issued by authority of this Franchise.

B. Reservation of Right to Adopt Rules and Regulations. The City reserves the right to adopt, in addition to the provisions included in this Franchise, such additional reasonable regulations as it shall find necessary with respect to governing the use of its Public Rights-of-Way, provided, however, that such regulations are not in conflict with the privileges granted by this Franchise.

C.

SECTION 11. ACCEPTANCE OF FRANCHISE: In order to accept this Franchise, Atmos Energy must file with the City Secretary its written acceptance of this Franchise ordinance within sixty (60) days after its final passage and approval by City. If such written acceptance of this Franchise ordinance is not filed by Atmos Energy, the Franchise ordinance shall be rendered null and void. When this Franchise ordinance becomes effective, all previous ordinances of City granting Franchises for gas delivery purposes that were held by Atmos Energy shall be automatically canceled and annulled, and shall be of no further force and effect.

SECTION 12. PARAGRAPH HEADINGS. CONSTRUCTION: The paragraph headings contained in this ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this ordinance and this ordinance shall not be construed either more or less strongly against or for either party.

SECTION 13. EFFECTIVE DATE. If Atmos Energy accepts this ordinance, it becomes effective as of NOVEMBER 9, 2021.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 9TH DAY OF NOVEMBER 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
(101821VWTtm125471)

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE:	November 9, 2021
AGENDA CAPTION:	Adopt a Resolution Authorizing the City Manager to Apply For, Accept, Reject, Alter, or Terminate a Grant from the State of Texas, Office of the Governor, Criminal Justice Division to Purchase Body Worn Cameras and Associated Equipment.
STAFF RESOURCE:	Brian E. Harvey, Chief of Police Kenneth Myers, Deputy Chief of Police
STRATEGIC PLANNING GOAL:	Safe and Livable Community for All.

BACKGROUND

The State of Texas, Office of the Governor, Criminal Justice Division, awards grants for Criminal Justice purposes. The City of Allen Police Department plans to submit a grant application to purchase body worn cameras for Police Department personnel. This is a one-time grant application.

The grant, announced September 1, 2021, will fund body worn cameras for "first responders." Under the terms of the grant application the police department qualifies to purchase 106 cameras. (The City will need to fund the remaining 64 cameras in the fleet that are soon due for replacement, but those do not meet the qualifications of this grant.) Additionally, the grant would provide funding for the cameras' associated support system and accessories such as cables and vehicle docks.

The grant requires the City to provide a funding match in order to participate in the grant.

A City Resolution is required with the submission of the grant application.

BUDGETARY IMPACT

Grant Funding	\$124,267
City Match at 25%	\$39,161
Total Funding for 106 body-worn cameras	\$156,644

If awarded as applied, the city portion would be \$39,161. City staff continue to review funding options in the General Fund to meet this funding obligation.

STAFF RECOMMENDATION

Staff recommends that the City Council 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, Criminal

Justice Division to purchase body worn cameras.

MOTION

I make a motion to adopt Resolution No. _____ authorizing the City Manager to apply for, accept, reject, alter, or terminate a grant from the State of Texas, Office of the Governor, Criminal Justice Division to purchase body worn cameras.

ATTACHMENT

[Resolution](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, TO APPLY FOR, ACCEPT, REJECT, ALTER, OR TERMINATE GRANT #4380501 FROM THE STATE OF TEXAS, OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION PROVIDING FUNDING TO PURCHASE BODY WORN CAMERAS AND ASSOCIATED EQUIPMENT, IF AWARDED.

WHEREAS, the City of Allen, and its Police Department, has thousands of public contacts every month with citizens on the community; and,

WHEREAS, the City of Allen Police Department as part of its policy requires police officers and other employees to routinely record these interactions; and,

WHEREAS, these recordings are often used as evidence in criminal trials, as documentation of events that transpired during a citizen contact, or is used administratively; and,

WHEREAS, the City of Allen is seeking grant funds to replace its aging (first generation) body worn cameras system; and,

WHEREAS, the City of Allen agrees to provide any additional funds for the body worn cameras and associated equipment as it appears in the grant application.

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

SECTION 1. The City of Allen has agreed that in the event of loss or misuse of the Criminal Justice Division Funds for the Body Worn Camera Grant will be returned to the State of Texas, Office of the Governor, Criminal Justice Division in full.

SECTION 2. The City Manager is hereby authorized to apply for, accept, reject, alter, or terminate this grant from the State of Texas, Office of the Governor, Criminal Justice Division to assist the City of Allen and the Allen Police Department to fund the purchase of body worn cameras and associated equipment.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 9TH DAY OF NOVEMBER 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE:	November 9, 2021
AGENDA CAPTION:	Award Bid and Authorize the City Manager to Execute a Contract with Felix Construction Company for The Stacy Pump Station No. 1 Project in the Amount of \$ 4,788,300.
STAFF RESOURCE:	Chris Flanigan, Director of Engineering
PREVIOUS COUNCIL ACTION:	On January 14, 2020, Council Authorized the City Manager to Execute a Contract for Design Services with Freese Nichols, Inc., for the Stacy Pump Station No. 1 Project in the Amount of \$336,900.
STRATEGIC PLANNING GOAL:	Safe and Livable Community for All.

BACKGROUND

The existing pump station is a facility with two, twin pump houses – Stacy Pump Station No 1 (SPS1) and Stacy Pump Station No 2 (SPS2). The two were built at different times, with SPS1 being the older of the two.

Constructed in 1986, the pumps and equipment at SPS1 need replacement and repairs due to age. Staff engaged an engineering firm in early 2019 to conduct an investigative study and assessment for future demand and cost saving measures, anticipating needs from our water system at built out. We then awarded the design contract to the same firm for detailed design and construction plan development.

This construction project will replace the existing pumps at the SPS1, using reduced voltage from 4160V to 480V. The new pumps will provide increased efficiency and the lower voltage will provide immediate construction savings (approximately \$900,000) because of the reduced pump material cost.

More recent building standards require the pump electrical equipment to be housed in a separate structure next to the existing pump station building, because existing pump house space is too small to provide proper ventilation for the new pumps and electrical equipment. The HVAC system in SPS1 will be replaced as well, which was damaged from past storm events.

The project scope also includes installation of a backup generator for SPS1, as the existing facility did not previously have one for emergency events. Furthermore, SPS2 will have an automatic start function added to its existing generator with this project, which will avoid the need for staff to manually turn on the generator in the event of a power failure.

On September 30, 2021, two (2) bids were received and are listed below:

Bid 2021-12-40

Contractor	Calendar Days	Bid Amount
Felix Construction Company	540	\$ 4,353,000
Red River	470	\$ 4,770,000

BUDGETARY IMPACT

The total budget and proposed funding sources are as follows, below.

WA1906 - Stacy Pump Station No 1 Project Award Itemization

Bid Amount	\$ 4,353,000
Bid Contingency (10%)	\$ 435,300
Total Award Amount	\$ 4,788,300

WA1906 - Stacy Pump Station No 1 Project Funding Source

Funding Source	Proposed
REVENUE BOND FUNDS	\$ 3,611,785
WATER REVENUES (WA9999)	\$ 1,176,515
TOTAL	\$ 4,788,300

The Project is published in the current Capital Improvement Program on Page U-07 where this award amount exceeds the published allocation for construction. Through the use of additional water revenues available within the CIP, this proposed award and expense is made possible.

STAFF RECOMMENDATION

Staff recommends that Council Award bid and Authorize the City Manager to Execute a Contract with Felix Construction Company for The Stacy Pump Station No. 1 Project in the Amount of \$4,788,300.

MOTION

I make a motion to Award bid and Authorize the City Manager to Execute a Contract with Felix Construction Company for The Stacy Pump Station No. 1 Project in the amount of \$4,788,300.

ATTACHMENT

[Agreement](#)
[Bid Tab](#)

Location Map

**EXHIBIT 9
STANDARD FORM OF AGREEMENT**

STATE OF TEXAS }
COUNTY OF COLLIN }

THIS AGREEMENT, made and entered into this _____ day of _____, of 20____, by and between The City of Allen, Texas, a municipal corporation, of the County of Collin and State of Texas, acting through its City Manager _____ thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Felix Construction Company of the City of Richardson, County of Dallas and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

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

STACY ROAD PUMP STATION 1 REHABILITATION Bid No. 2021-12-40

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within Five Hundred Forty (540) **calendar days** after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

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

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

CITY OF ALLEN, TEXAS

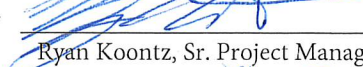
Party of the First Part (OWNER)

By _____
Eric Ellwanger, City Manager

Attest _____
Shelley B. George, City Secretary

Felix Construction Company

Party of the Second Part (CONTRACTOR)

By 
Ryan Koontz, Sr. Project Manager

Attest 
Donald Eason, Project Manager

SECTION III BID SCHEDULE

BID SCHEDULE SHALL BE AS OUTLINED ON THE FOLLOWING PAGE(S). THE BIDDER/PURCHASER IS DIRECTED TO EXECUTE THE SIGNATURE PAGE IMMEDIATELY FOLLOWING THE SCHEDULE FORM.

Item No.	Est. Quan	Unit	Description and Price in Words	Price in Figures	Extended Amount
BID ITEMS					
1	1	L.S.	Pump Station No. 1 Improvements complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum	<div style="color: red; font-weight: bold;">3,012,000</div> \$ _____	\$ _____
2	1	L.S.	Pump Station No.1 Generator complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum	\$ _____	\$ _____
3	1	L.S.	Oncor Service Fee complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum	\$ _____	\$ _____
4	1	L.S.	Pump Station No. 2 Improvements complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum	\$ _____	\$ _____
TOTAL AMOUNT BID					\$ _____

BID ENDORSEMENT

The Contractor hereby agrees to commence work within Ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within _____ calendar days after the date of the written notice to commence work subject to such extensions of time as are provided by the General and Special Conditions. The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications.

In the event of the award of a contract to the undersigned, the undersigned will furnish a Performance Bond and Payment Bond for the full amount of the contract

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

NOTE: Unit and lump sum prices must be shown in words and figures for each item listed in the proposal and in the event of discrepancy the words shall control.

Receipt is hereby acknowledged for the following addenda to the contract documents:

Addendum No. 1 dated _____ Received _____
Addendum No. 2 dated _____ Received _____

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 completed.

Total Amount Bid \$ 4,353,000
Total Days Bid _____

By: _____
(please print contractor name)

Signature: 

Title: _____

Address

County, City, State, and Zip

Telephone, e-mail address

Seal and Authorization
(If a corporation)

Location Map
Stacy Pump Station Number 1
CIP WA1906



CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION
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AGENDA DATE:	November 9, 2021
AGENDA CAPTION:	Receive the Quarterly Investment Report for Period Ending September 30, 2021.
STAFF RESOURCE:	Pete Phillis, Chief Financial Officer
STRATEGIC PLANNING GOAL:	Financially Sound and Transparent City Government.

BACKGROUND

Under the Public Funds Investment Act (the Act) the investment officer of an entity must prepare and submit to the governing body a written report of investment for all funds covered by this chapter for the preceding reporting period. The report must be submitted quarterly.

The attached report, for the period ended September 30, 2021, meets that requirement of the Act.

The Act requires that the following information be presented in the report: beginning market value, ending market value, beginning book value, ending book value, the accrued interest and the maturity date. The Act also requires that the report be prepared and signed by all authorized investment officers verifying that the information presented is accurate.

STAFF RECOMMENDATION

Staff recommends that the City Council receive the Quarterly Investment Report for Period Ending September 30, 2021.

MOTION

I make a motion to receive the Quarterly Investment Report for Period Ending September 30, 2021.

ATTACHMENT

[Allen QIR E2021-09](#)

QUARTERLY INVESTMENT REPORT



July 1, 2021 to September 30, 2021

CITY OF ALLEN

QUARTERLY INVESTMENT REPORT

July 1, 2021 to September 30, 2021

Portfolio Summary

This quarterly report is in full compliance with the investment policy and strategy as established for the City of Allen, Texas and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

Quarter End	Book Value	Market Value	Unrealized Gain	Yield-To-Maturity @ Cost	6-Month Treasury Yield	Accrued Interest Receivable	Weighted Average Maturity
6/30/2021	\$309,888,460	\$310,278,304	\$389,844	0.95%	0.05%	\$862,984	590 Days
9/30/2021	\$294,548,717	\$294,717,859	\$169,142	0.88%	0.05%	\$661,024	510 Days
(\$15,560,445) Decrease in Market Value							



Pete Phillis, CFO

10/29/2021
Date



Tru Nguyen, Chief Accountant

10/29/2021
Date



Chris Landrum, Assistant CFO

10/29/2021
Date



Ryan Patterson, Strategic Services Auditor

10/29/2021
Date

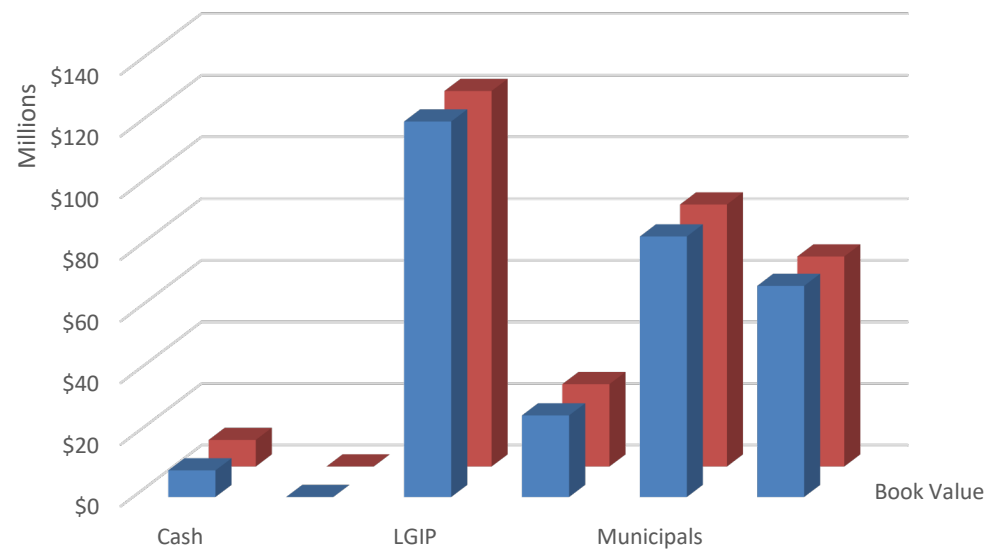
CITY OF ALLEN QUARTERLY INVESTMENT REPORT

July 1, 2021 to September 30, 2021

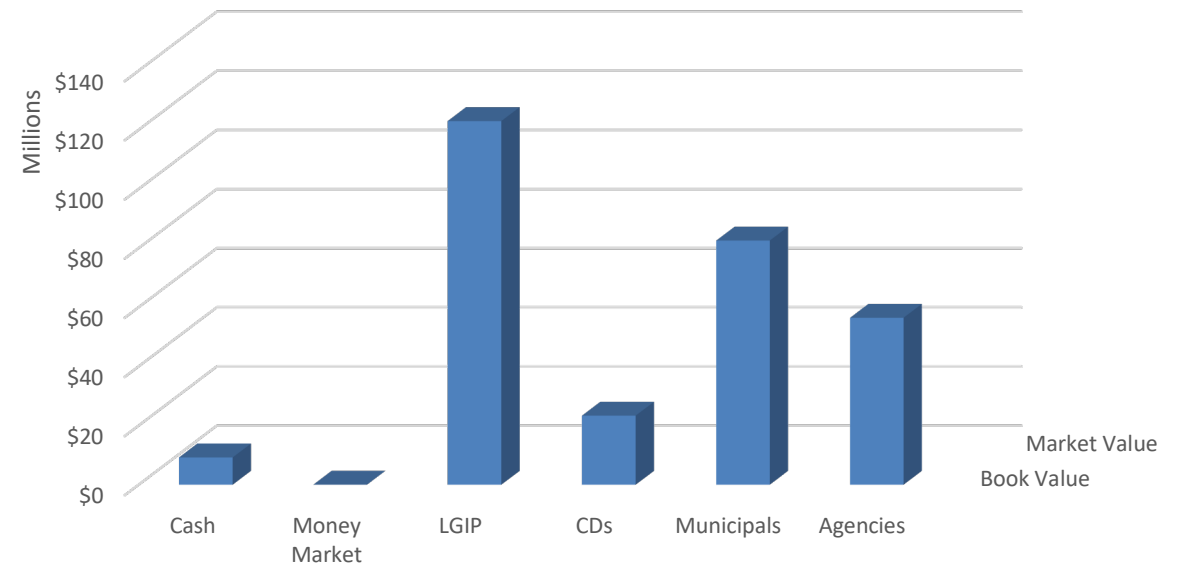
Security Sector Allocation - Book & Market Values

Security Sector	% of Portfolio 6/30/2021	Book Value 6/30/2021	Market Value 6/30/2021	% of Portfolio 9/30/2021	Book Value 9/30/2021	Market Value Value at
Cash	3%	\$8,630,033	\$8,630,033	3%	\$9,221,756	\$9,221,756
Money Market Funds	0%	21,462	21,462	0%	12,627	12,627
Local Gov't Investment Pools	39%	121,793,906	121,793,906	42%	122,961,036	122,961,036
Certificates of Deposit	9%	26,463,425	26,724,109	8%	23,345,143	23,546,451
Municipal Securities	27%	84,499,009	84,989,444	28%	82,558,155	82,797,996
US Agency Securities	22%	68,480,625	68,119,350	19%	56,450,000	56,177,993
Total	100%	\$309,888,460	\$310,278,304	100%	\$294,548,717	\$294,717,859

**Total Portfolio Assets
6/30/2021**



**Total Portfolio Assets
9/30/2021**



CITY OF ALLEN

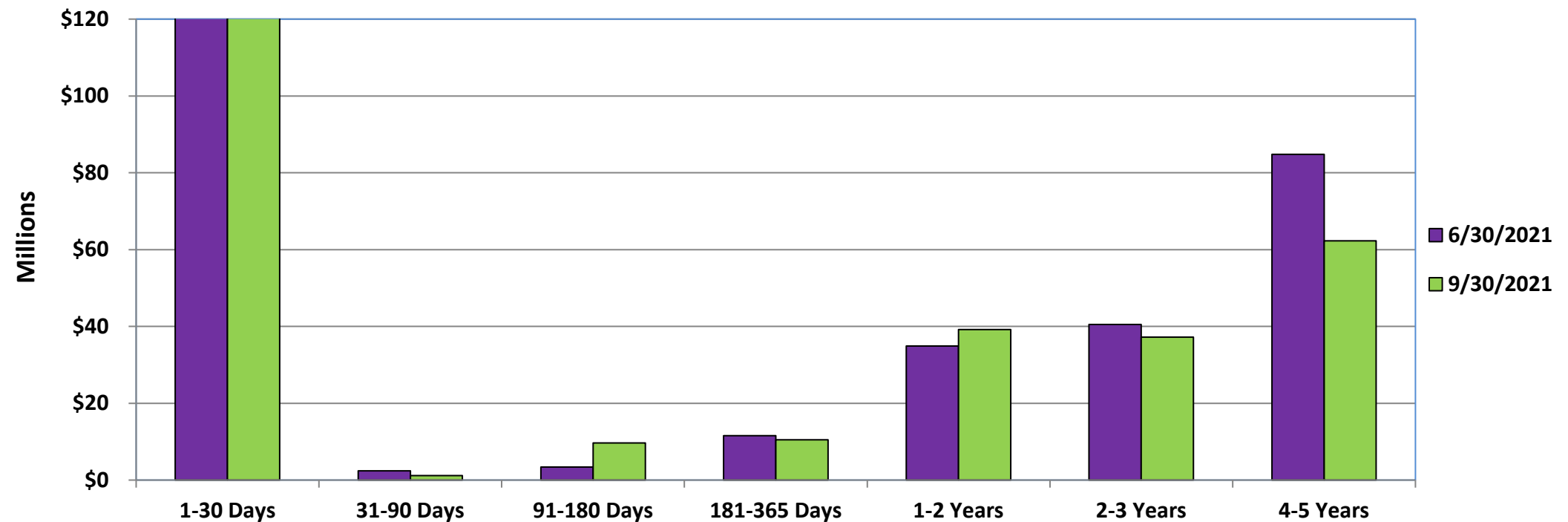
QUARTERLY INVESTMENT REPORT

July 1, 2021 to September 30, 2021

Distribution by Maturity Range - Book Value

Maturity Range	Book Value 6/30/2021	% of Portfolio 6/30/2021	Book Value 9/30/2021	% of Portfolio 9/30/2021
1-30 Days	\$132,309,387	43%	\$134,470,419	46%
31-90 Days	2,423,128	1%	1,159,021	0%
91-180 Days	3,434,021	1%	9,681,731	3%
181-365 Days	11,529,244	4%	10,518,211	4%
1-2 Years	34,901,156	11%	39,220,193	13%
2-3 Years	40,473,390	13%	37,233,073	13%
4-5 Years	84,818,134	27%	62,266,069	21%
Total	\$309,888,460	100%	\$294,548,717	100%

Portfolio Holdings



CITY OF ALLEN

QUARTERLY INVESTMENT REPORT

July 1, 2021 to September 30, 2021

Portfolio Holdings and Changes

Maturity	Settlement				Value at 6/30/2021		Value at 9/30/2021	
Date	Date	Description	Yield	CUSIP	Book	Market	Book	Market
Redeemed Securities					\$	\$	\$	\$
07/28/21	07/28/17	Enerbank	1.950%	29266N5U7	245,000.00	245,372.40		
07/28/21	07/28/17	Prosperity Bank	1.950%	60050001931	1,618,986.43	1,618,986.43		
08/01/21	12/10/18	Virginia St Pub Bldg	3.100%	928172RZ0	266,393.40	256,211.25		
08/06/21	08/07/17	Medallion Bank	2.000%	58404DAB7	245,000.00	245,490.00		
08/15/21	11/15/18	Roanoke Tex Economic	3.300%	770047AP3	310,000.00	310,995.10		
08/22/21	08/22/18	Prosperity Bank	3.110%	60050005698	1,091,975.50	1,091,975.50		
09/01/21	09/25/19	Alabama Incentives Fi	2.241%	01030LDD4	230,000.00	230,660.10		
09/01/21	12/19/19	Bainbridge Ga Pub Facs	2.111%	056869BT6	129,759.50	130,367.90		
09/01/21	09/10/20	Bloomfield Twp N J Br	0.581%	094226CZ8	50,000.00	50,009.00		
09/01/21	09/01/20	Fullerton Calif Redev	0.591%	35981VAV2	100,000.00	100,004.00		
07/25/22	07/23/19	FNMA	2.259%	31381VKE4	1,030,625.00	1,016,920.00		
09/01/22	09/18/19	Clayton Town Wis	2.000%	184423AW1	461,574.00	452,313.00		
11/13/23	08/13/20	FHLMC	0.350%	3134GWMH6	1,000,000.00	1,000,060.00		
02/12/24	08/12/20	FHLB	0.375%	3134GWL08	1,000,000.00	998,200.00		
05/13/25	05/13/21	FHLB	0.750%	3130AM5M0	3,000,000.00	3,000,000.00		
04/27/26	04/27/21	FHLB	1.150%	3130ALWC4	2,000,000.00	2,000,080.00		
04/29/26	04/29/21	FHLB	1.200%	3130ALXE9	2,000,000.00	2,000,140.00		
05/27/26	05/27/21	FHLB	1.125%	3130AMDZ2	2,000,000.00	2,000,020.00		
Federal Agencies								
08/24/22	08/24/17	FHLB	2.000%	3130ABWU6	1,500,000.00	1,531,380.00	1,500,000.00	1,525,380.00
05/24/24	08/24/20	FHLB	0.400%	3134GWNS1	1,000,000.00	992,420.00	1,000,000.00	998,440.00
11/26/24	08/26/20	FNMA	0.500%	3136G4Q22	1,000,000.00	991,540.00	1,000,000.00	997,780.00
02/26/25	09/02/20	FHLB	0.550%	3134GWSE7	1,000,000.00	995,680.00	1,000,000.00	997,800.00
08/27/25	09/02/20	FHLB	0.600%	3130AJZ36	1,000,000.00	991,350.00	1,000,000.00	990,780.00
11/25/25	11/16/20	FNMA	0.560%	3135GA2Z3	5,000,000.00	4,944,300.00	5,000,000.00	4,962,400.00
11/18/25	11/25/20	FNMA	0.600%	3135GA3Z2	5,000,000.00	4,951,500.00	5,000,000.00	4,967,500.00
08/16/23	11/17/20	FHLMC	0.250%	3134GXBE3	5,000,000.00	4,996,650.00	5,000,000.00	4,999,500.00
12/30/25	12/30/20	FHLMC	0.700%	3134GXHL1	5,000,000.00	4,970,600.00	5,000,000.00	4,970,150.00
01/22/26	01/22/21	FNMA	0.530%	3135GAC58	5,000,000.00	4,925,450.00	5,000,000.00	4,943,650.00
01/28/26	01/28/21	FHLB	0.625%	3130AKQZ2	3,000,000.00	2,972,610.00	3,000,000.00	2,974,050.00
02/12/23	02/12/21	FHLB	0.600%	3130AKXQ4	3,000,000.00	2,964,300.00	3,000,000.00	2,966,580.00
02/24/26	02/24/21	FHLB	0.650%	3130AL5X8	3,000,000.00	2,960,610.00	3,000,000.00	2,974,050.00
03/16/26	03/16/21	FHLB	0.750%	3130ALF33	3,000,000.00	2,983,680.00	3,000,000.00	2,980,680.00
03/23/26	03/23/21	FHLB	0.875%	3130ALGC2	2,000,000.00	1,998,960.00	2,000,000.00	1,992,480.00
03/23/26	03/23/21	FHLB	1.000%	3130ALGJ7	1,950,000.00	1,950,000.00	1,950,000.00	1,947,543.00

Maturity	Settlement				Value at 6/30/2021		Value at 9/30/2021	
Date	Date	Description	Yield	CUSIP	Book	Market	Book	Market
11/29/24	03/29/21	FHLB	0.600%	3130ALRM8	2,000,000.00	1,991,800.00	2,000,000.00	1,998,280.00
06/30/25	03/30/21	FHLB	0.750%	3130ALU93	3,000,000.00	3,000,480.00	3,000,000.00	2,995,440.00
04/15/26	04/15/21	FHLB	1.050%	3130ALU51	2,000,000.00	1,995,000.00	2,000,000.00	1,998,300.00
04/28/25	04/28/21	FHLB	0.750%	3130AM4D1	3,000,000.00	2,995,620.00	3,000,000.00	2,997,210.00
Municipal Bonds								
10/01/21	07/18/19	Pleasant Ohio Local Sch Dist	2.200%	728500FD6	475,000.00	476,349.00	475,000.00	475,000.00
10/01/21	08/25/20	Trussville Ala	0.301%	898242MZ2	455,000.00	455,100.10	455,000.00	455,000.00
10/01/21	08/25/20	Trussville Ala	0.301%	898242NR9	1,000,000.00	1,000,220.00	1,000,000.00	1,000,000.00
10/15/21	07/16/20	Jersey City N J Mun U	1.050%	476623CM3	100,000.00	100,160.00	100,000.00	100,017.00
12/01/21	12/20/18	Cook Cnty Ill Sch Dist	3.250%	215075KE1	1,159,020.80	1,135,153.60	1,159,020.80	1,127,392.00
01/01/22	11/26/19	Greenville Ohio City Sc	2.217%	396352HA7	300,765.15	313,916.40	300,765.15	314,489.70
02/15/22	01/25/19	Dallas Tex Indpt Sch D	2.750%	235308QM8	6,225,372.25	5,988,323.15	6,225,372.25	5,986,712.60
04/01/22	09/26/19	Spartanburg S C Spl Ob	2.140%	847219AC6	290,000.00	292,479.50	290,000.00	291,653.00
05/01/22	04/26/18	Wisconsin St Gen Fd A	3.000%	977100CY0	527,257.50	557,843.00	527,257.50	555,461.50
06/01/22	06/13/19	Portland Ore	2.282%	736679KX8	310,041.20	298,564.00	310,041.20	293,398.00
07/01/22	07/15/20	Metropolitan Wtr Dist	0.360%	592657CN8	1,350,000.00	1,351,633.50	1,350,000.00	1,351,323.00
07/15/22	03/21/19	Evansville-Vanderburgh	4.162%	299620ES9	1,034,950.00	1,003,780.00	1,034,950.00	1,003,530.00
08/15/22	11/15/18	Roanoke Tex Economic	3.400%	770047AQ1	315,000.00	324,752.40	315,000.00	322,569.45
09/01/22	09/25/19	Alabama Incentives Fi	2.303%	01030LDE2	245,000.00	249,904.90	245,000.00	248,863.65
09/01/22	12/19/19	Bainbridge Ga Pub Facs	2.230%	056869BU3	34,926.50	35,729.05	34,926.50	35,574.35
09/01/22	09/10/20	Bloomfield Twp N J Br	0.651%	094226DA2	405,000.00	405,781.65	405,000.00	405,664.20
09/01/22	09/01/20	Fullerton Calif Redev	0.761%	35981VAW0	150,000.00	150,253.50	150,000.00	150,219.00
09/01/22	06/13/19	Miami Univ Ohio Gen R	2.547%	593791EK8	552,445.00	532,295.00	552,445.00	525,290.00
10/01/22	05/07/19	Allentown Pa	2.989%	018340SG5	540,000.00	557,004.60	540,000.00	553,624.20
10/01/22	07/18/19	Pleasant Ohio Loc Sch	2.250%	728500FE4	500,000.00	508,130.00	500,000.00	506,560.00
10/01/22	08/25/20	Trussville Ala	0.401%	898242NA6	515,000.00	515,870.35	515,000.00	515,782.80
10/01/22	08/25/20	Trussville Ala	0.401%	898242NS7	1,080,000.00	1,081,825.20	1,080,000.00	1,081,641.60
10/15/22	07/16/20	Jersey City N J Mun U	1.065%	476623CN1	440,000.00	443,119.60	440,000.00	442,587.20
11/01/22	05/29/19	Riverside Pub Fing Aut	2.600%	76926CAU8	641,604.00	649,649.45	641,604.00	646,988.80
12/01/22	11/05/19	Corpus Christi Tex Re	2.000%	220228BH2	892,073.70	906,473.90	892,073.70	903,723.80
12/01/22	08/20/19	King Cnty Wash	2.026%	49474E3W1	2,383,858.80	2,331,145.50	2,383,858.80	2,307,011.70
12/01/22	08/15/18	Los Angeles Cnty Calif	3.050%	54531FAV3	1,007,960.00	1,039,420.00	1,007,960.00	1,032,560.00
12/01/22	12/18/19	Mukwonago Wis	1.801%	625064QM5	973,622.50	957,483.00	973,622.50	957,320.65
12/01/22	03/12/20	Willoughby Eastlake Ohi	1.970%	971039RL8	94,808.00	99,185.00	94,808.00	99,218.00
01/01/23	11/26/19	Greenville Ohio City Sc	2.327%	396352HB5	749,334.25	795,146.80	749,334.25	797,030.50
02/01/23	08/01/18	Georgia St	3.021%	373384L38	204,000.00	210,474.00	204,000.00	208,736.00
03/01/23	09/02/20	Maplewood Richmond Heig	0.800%	565607PV4	185,000.00	185,749.25	185,000.00	185,693.75
04/01/23	03/15/19	Michigan St Hsg Dev A	2.869%	59465MV51	492,295.00	516,945.00	492,295.00	514,650.00
04/01/23	09/26/19	Spartanburg S C Spl Ob	2.190%	847219AD4	300,000.00	306,051.00	300,000.00	305,277.00
05/15/23	07/17/18	Los Angeles Calif Dep	3.011%	544445BC2	247,577.50	260,715.00	247,577.50	260,005.00
06/01/23	06/01/18	Alameda Cnty Calif Jt	3.095%	010831DQ5	480,000.00	504,566.40	480,000.00	501,230.40
06/01/23	06/14/18	Cedar Rapids Iowa	3.050%	150528YP6	305,000.00	319,569.85	305,000.00	318,264.45
06/01/23	07/15/19	Commonwealth Fing Aut	2.280%	20281PGL0	910,965.90	925,798.50	910,965.90	920,550.45

Maturity Date	Settlement Date	Description	Yield	CUSIP	Value at 6/30/2021		Value at 9/30/2021	
					Book	Market	Book	Market
06/01/23	06/07/18	Las Vegas Nev	3.200%	5176968J2	711,618.80	736,802.50	711,618.80	742,617.40
07/01/23	07/20/18	Hartford Conn	3.606%	416415HH3	141,282.40	149,326.80	141,282.40	148,190.00
07/01/23	07/15/20	Metropolitan Wtr Dist	0.540%	592657CP3	1,955,000.00	1,956,739.95	1,955,000.00	1,957,209.15
07/01/23	10/01/19	Utah St Mun Pwr Agy P	2.070%	91756TAL5	1,015,850.00	1,029,320.00	1,015,850.00	1,025,950.00
07/15/23	11/13/18	Evansville-Vanderburgh	3.000%	299620ET7	416,172.00	401,536.00	416,172.00	401,436.00
07/15/23	08/13/18	New York N Y City Tran	3.100%	64972HN81	1,000,430.00	1,052,930.00	1,000,430.00	1,048,680.00
08/01/23	02/22/19	San Bernardino Cnty Ca	3.150%	796839BP2	1,448,645.70	1,433,675.85	1,055,518.80	1,053,803.80
08/15/23	11/15/18	Roanoke Tex Economic	3.500%	770047AR9	330,000.00	348,450.30	330,000.00	346,358.10
08/15/23	08/22/19	Round Rock Tex Transn	2.228%	77924PAB1	475,000.00	492,456.25	475,000.00	490,527.75
08/15/23	01/27/20	Stratford Conn	1.950%	8628113Y0	545,860.00	542,080.00	545,860.00	537,215.00
09/01/23	09/25/19	Alabama Incentives Fi	2.387%	01030LDF9	660,000.00	682,532.40	660,000.00	680,116.80
09/01/23	12/19/19	Bainbridge Ga Pub Facs	2.330%	056869BV1	69,801.20	72,521.40	69,801.20	72,249.10
09/01/23	09/10/20	Bloomfield Twp N J Br	0.773%	094226DB0	425,000.00	425,276.25	425,000.00	425,386.75
09/01/23	09/01/20	Fullerton Calif Redev	0.882%	35981VAX8	235,000.00	234,694.50	235,000.00	234,809.65
10/01/23	09/04/19	Norristown Pa Area Sch	2.470%	656491PY7	485,000.00	504,652.20	485,000.00	502,590.95
10/01/23	07/18/19	Pleasant Ohio Loc Sch D	2.300%	728500FF1	213,540.00	211,870.00	213,540.00	210,604.00
10/01/23	07/25/19	Scotts Vy Calif Pub F	2.361%	810227AR9	560,000.00	579,930.40	560,000.00	580,462.40
10/01/23	08/25/20	Trussville Ala	0.526%	898242NB4	520,000.00	519,948.00	520,000.00	520,114.40
10/01/23	08/25/20	Trussville Ala	0.526%	898242NT5	250,000.00	249,975.00	250,000.00	250,055.00
10/15/23	07/16/20	Jersey City N J Mun U	1.194%	476623CP6	405,000.00	409,621.05	405,000.00	409,236.30
11/01/23	05/17/19	New Jersey St Hsg + M	2.653%	646108PX2	632,130.80	648,265.30	632,130.80	644,288.10
11/01/23	05/09/19	Riverside Pub Fing Auth	2.850%	76926CAV6	764,750.00	786,896.40	764,750.00	784,221.20
11/15/23	08/23/19	Brick Twp N J	2.100%	107889SH1	291,472.50	288,560.25	291,472.50	285,689.25
12/01/23	09/17/20	Centerville Ohio City	0.549%	152239JV2	100,000.00	100,243.00	100,000.00	100,244.00
12/01/23	05/29/19	Imperial Calif Redev A	2.620%	452674AH7	402,196.00	416,868.00	402,196.00	418,364.00
12/01/23	03/11/19	Los Angeles Cnty Cali	2.866%	54473ERV8	1,031,620.00	1,069,280.00	1,031,620.00	1,063,610.00
12/01/23	12/10/18	South Carolina St Pub	3.800%	837151WM7	229,449.85	253,876.35	229,449.85	254,457.00
12/01/23	06/07/19	Vermont Mun Bd Bk	2.371%	924214FT1	547,230.00	529,410.00	547,230.00	524,270.00
12/01/23	03/12/20	Willoughby Eastlake Ohi	1.988%	971039RM6	185,812.00	196,146.00	185,812.00	196,138.00
01/01/24	11/26/19	Greenville Ohio City Sc	2.377%	396352HC3	285,931.80	306,513.90	285,931.80	307,443.15
02/01/24	02/22/19	Hudson Cnty N J Impt A	3.450%	443730FT8	1,145,812.50	1,146,306.00	1,145,812.50	1,131,459.00
02/15/24	05/20/19	Duncanville Tex Indpt S	2.435%	265138HS9	1,055,530.00	1,054,570.00	1,055,530.00	1,046,310.00
02/15/24	10/15/19	Williamson Cnty Tex	1.800%	969887H50	442,977.90	447,923.85	442,977.90	445,935.90
03/01/24	09/10/19	Houston Tex	1.900%	4423315T7	2,004,260.00	2,066,760.00	2,004,260.00	2,065,100.00
03/15/24	03/13/19	Connecticut St	3.200%	20772GE61	1,116,160.00	1,138,120.00	1,116,160.00	1,124,250.00
04/01/24	09/26/19	Spartanburg S C Spl Ob	2.250%	847219AE2	305,000.00	312,024.15	305,000.00	311,417.20
05/01/24	10/02/19	Cedar Springs Mich Pub	2.010%	150609HV0	1,457,517.15	1,513,272.75	1,457,517.15	1,508,122.05
05/01/24	11/19/19	Thornapple Kellogg Mi	2.061%	885205NF7	880,000.00	913,994.40	880,000.00	911,002.40
06/01/24	10/31/19	Montgomery Cnty Va Ec	2.080%	613741GM3	1,024,000.00	1,058,330.00	1,024,000.00	1,053,250.00
06/01/24	07/19/19	Naugatuck Conn	2.350%	639064RP1	691,866.00	691,689.60	691,866.00	684,665.10
07/01/24	10/22/19	Massachusetts St Dev	2.250%	57584XCR0	2,136,340.00	2,143,380.00	2,136,340.00	2,131,220.00
07/01/24	08/27/19	Sioux Falls S D Sch Dis	2.000%	829596NX9	925,484.80	921,958.80	925,484.80	913,266.80
07/15/24	08/08/19	Toms River N J Brd Ed	2.434%	890125WX1	2,455,755.40	2,436,239.40	2,455,755.40	2,424,387.00
08/01/24	08/23/19	Lynn Haven Fla Rev	2.071%	551537AD5	378,860.00	385,487.20	378,860.00	384,176.20

Maturity	Settlement				Value at 6/30/2021		Value at 9/30/2021	
Date	Date	Description	Yield	CUSIP	Book	Market	Book	Market
08/01/24	03/17/20	Lynwood Calif Uni Sch	1.271%	551800JC0	500,000.00	505,070.00	500,000.00	504,585.00
08/01/24	08/01/19	New York N Y City Tran	2.320%	64971WVC1	2,064,780.00	2,136,360.00	2,064,780.00	2,133,000.00
08/15/24	09/03/19	South San Antonio Tex I	1.520%	8398562C4	428,044.50	419,470.65	428,044.50	416,222.55
09/01/24	09/25/19	Alabama Incentives Fi	2.437%	01030LDG7	675,000.00	703,525.50	675,000.00	701,109.00
09/01/24	12/19/19	Bainbridge Ga Pub Facs	2.430%	056869BW9	69,750.80	73,170.30	69,750.80	72,902.20
09/01/24	09/10/20	Bloomfield Twp N J Br	0.939%	094226DC8	530,000.00	528,261.60	530,000.00	528,282.80
09/01/24	09/01/20	Fullerton Calif Redev	1.081%	35981VAY6	650,000.00	646,509.50	650,000.00	646,646.00
09/01/24	09/12/19	Port Morrow Ore Trans	1.950%	73474TAB6	747,236.55	763,409.25	747,236.55	757,508.40
10/01/24	08/25/20	Trussville Ala	0.722%	898242NC2	490,000.00	488,579.00	490,000.00	488,549.60
11/01/24	11/20/19	Colorado Hsg + Fin Aut	2.200%	196480EA1	997,840.80	1,019,789.10	997,840.80	1,017,185.40
11/01/24	11/14/19	Estes Pk Colo Pwr + C	2.462%	29747TAX1	690,000.00	724,789.80	690,000.00	721,891.80
12/01/24	09/17/20	Centerville Ohio City	0.709%	152239JW0	500,000.00	500,340.00	500,000.00	500,080.00
02/01/25	02/03/20	New York N Y City Tran	1.872%	64971WF70	1,035,040.00	1,060,290.00	1,035,040.00	1,059,430.00
03/15/25	03/16/20	Connecticut St	1.602%	20772KFJ3	461,690.00	484,890.00	461,690.00	485,695.00
09/01/25	09/10/20	Bloomfield Twp N J Br	1.089%	094226DD6	510,000.00	505,496.70	510,000.00	505,068.30
10/01/24	11/19/20	San Diego Taxable	0.700%	7973913L1	995,652.90	991,494.90	995,652.90	991,098.90
07/01/25	12/29/20	Oklahoma ST Capitol Imp	0.757%	679075BX8	1,013,090.00	994,970.00	1,013,090.00	999,230.00
09/01/25	01/06/21	Tarrant County Cult EDU	1.050%	87638QQW2	507,605.00	502,190.00	507,605.00	501,370.00
01/01/25	01/04/21	Southern NH University	1.100%	84352JAA4	1,031,330.64	1,018,210.00	1,031,330.64	1,007,440.00
08/01/25	01/08/21	New York City GEN	0.650%	64971WP61	1,078,560.00	1,055,840.00	1,078,560.00	1,052,640.00
09/01/24	01/28/21	New Jersey Kean University	0.800%	6460662E9	1,758,087.50	1,744,827.50	1,758,087.50	1,730,056.25
09/01/25	01/28/21	New Jersey Kean University	1.000%	6460662F6	2,200,180.00	2,178,720.00	2,200,180.00	2,157,900.00
04/01/24	03/02/21	Brazos Higher Ed Authority	1.050%	10623ABA0	1,026,630.00	1,018,270.00	1,026,630.00	1,017,450.00
04/01/25	04/29/21	Oregon St Dept	0.743%	68607V2P9	1,207,212.00	1,201,740.00	1,207,212.00	1,201,428.00
06/01/24	05/19/21	River City Inc KY	0.650%	76804AEA9	1,557,316.95	1,545,654.45	1,557,316.95	1,549,713.00
Certificates of Deposit (FDIC Insured)								
10/13/21	10/13/17	MB Financial Bank NA	2.000%	55266CWZ5	245,000.00	246,367.10	245,000.00	245,169.05
01/31/22	01/31/19	Keesler FCU	3.050%	49254FAG1	245,000.00	249,304.65	245,000.00	247,427.95
03/09/22	03/09/18	Randolph Savings Bank	2.600%	75272LAD8	245,000.00	249,348.75	245,000.00	247,721.95
03/14/22	03/12/18	Firsttrust Savings Bank	2.650%	337630BM8	245,000.00	249,485.95	245,000.00	247,844.45
03/16/22	03/16/18	Summit Community Bank	2.550%	86604XMU7	245,000.00	249,346.30	245,000.00	247,766.05
04/05/22	05/06/19	Farmer's Insurance Group FCU	2.750%	30960QAA5	245,000.00	250,034.75	245,000.00	248,339.35
04/11/22	04/11/18	Citibank, NA	2.800%	17312QH85	245,000.00	250,272.40	245,000.00	248,513.30
04/13/22	04/13/18	BMW Bank of North America	2.800%	05580AMH4	245,000.00	250,309.15	245,000.00	248,550.05
07/25/22	07/25/17	Comenity Capital Bank	2.250%	20033AUY0	245,000.00	250,622.75	245,000.00	249,353.65
07/26/22	07/26/17	Barclays Bank	2.250%	06740KKR7	245,000.00	250,635.00	245,000.00	249,395.30
07/26/22	07/26/17	Capital One Bank NA	2.250%	14042RGS4	245,000.00	250,635.00	245,000.00	249,395.30
07/26/22	07/26/17	Goldman Sachs Bank	2.300%	38148PLT2	245,000.00	250,764.85	245,000.00	249,498.20
08/15/22	08/15/19	Ally Bank	2.000%	02007GLD3	245,000.00	250,216.05	245,000.00	249,133.15
08/23/22	08/23/19	CIT Bank, NA	1.950%	12556LBB1	245,000.00	250,169.50	245,000.00	249,118.45
10/12/22	10/12/17	Mountain American Federal CU	2.300%	62384RAB2	245,000.00	251,813.45	245,000.00	250,527.20
10/14/22	10/13/17	Morgan Stanley Bank	0.000%	61765QDT3	245,000.00	250,279.75	245,000.00	249,152.75
10/17/22	10/17/18	UBS Bank USA	3.250%	90348JEG1	245,000.00	254,898.00	245,000.00	253,028.65
10/18/22	10/18/17	Beneficial Bank	2.150%	08173QBX3	245,000.00	251,441.05	245,000.00	250,218.50

Maturity Date	Settlement Date	Description	Yield	CUSIP	Value at 6/30/2021		Value at 9/30/2021	
					Book	Market	Book	Market
10/26/22	10/26/17	Business Bank	2.150%	12325EHX3	245,000.00	251,517.00	245,000.00	250,314.05
12/05/22	12/04/18	American Express National Bank	3.400%	02589AAZ5	245,000.00	256,439.05	245,000.00	254,400.65
12/30/22	12/30/19	Wells Fargo National Bank West	1.850%	949495AF2	245,000.00	251,203.40	245,000.00	250,135.20
01/12/23	01/12/18	Synchrony Bank	2.550%	87165HUB4	245,000.00	253,947.40	245,000.00	252,470.05
01/17/23	01/17/18	Sallie Mae Bank	2.600%	795450J30	245,000.00	254,209.55	245,000.00	252,700.35
04/28/23	04/30/18	University of Iowa CU	3.000%	91435LAB3	245,000.00	257,504.80	245,000.00	255,588.90
06/30/23	08/30/18	Industrial and Commercial Bank	3.300%	45581EAX9	245,000.00	260,052.80	245,000.00	257,850.25
11/08/23	11/08/18	Morgan Stanley Private Bank, NA	3.550%	61760ARS0	245,000.00	263,585.70	245,000.00	260,841.70
11/28/23	11/28/18	Numerica CU	3.550%	67054NAN3	245,000.00	264,367.25	245,000.00	261,547.30
04/10/24	04/10/19	Wells Fargo Bank NA	2.850%	949763ZA7	245,000.00	262,336.20	245,000.00	259,364.35
05/31/24	05/31/19	Comenity Bank	2.800%	PER200LZ0	200,000.00	202,047.71	200,000.00	201,882.20
08/14/24	08/14/19	Capital One Bank USA, NA	2.100%	14042TBT3	245,000.00	258,475.00	245,000.00	255,383.10
12/11/24	09/11/20	Texas Exchange Bank	0.500%	88241TJG6	245,000.00	245,124.95	245,000.00	243,686.80
01/29/25	01/29/20	Citadel FCU	1.850%	17286TAF2	245,000.00	257,646.90	245,000.00	254,420.25
02/28/25	02/28/20	Austin Telco FCU	1.800%	052392AA5	245,000.00	256,086.25	245,000.00	252,979.65
09/29/25	09/29/20	US Alliance FCU	0.500%	90352RBF1	245,000.00	244,333.60	245,000.00	242,591.65
01/09/23	01/09/20	American National Bank	1.750%	9625880	3,237,481.29	3,237,481.29	3,251,606.47	3,251,606.47
07/29/22	07/29/20	Prosperity Bank	0.700%	434000014	1,595,773.65	1,595,773.65	1,598,590.87	1,598,590.87
01/19/22	01/19/18	Prosperity Bank	2.400%	60050002650	1,085,289.70	1,085,289.70	1,091,868.21	1,091,868.21
01/19/23	01/19/18	Prosperity Bank	2.500%	60050002651	1,088,993.31	1,088,993.31	1,095,869.89	1,095,869.89
08/22/23	08/22/18	Prosperity Bank	3.380%	60050005699	1,100,337.04	1,100,337.04	1,109,737.96	1,109,737.96
01/14/22	01/14/19	Prosperity Bank	3.020%	60050007571	1,075,517.75	1,075,517.75	1,083,725.44	1,083,725.44
01/13/23	01/14/19	Prosperity Bank	3.180%	60050007572	1,079,668.58	1,079,668.58	1,088,345.63	1,088,345.63
01/12/24	01/14/19	Prosperity Bank	3.310%	60050007573	1,083,052.54	1,083,052.54	1,092,113.62	1,092,113.62
01/12/24	01/14/20	Prosperity Bank	1.800%	60050009770	1,025,755.37	1,025,755.37	1,030,416.25	1,030,416.25
01/14/25	01/14/20	Prosperity Bank	1.850%	60050009771	1,026,479.63	1,026,479.63	1,031,273.56	1,031,273.56
01/22/25	01/22/20	Texas Security Bank	1.900%	12469	1,579,113.56	1,579,113.56	1,586,593.80	1,586,593.80
Money Market Funds								
		Dreyfus Money Market Fund	0.030%		21,461.85	21,461.85	12,626.54	12,626.54
Local Government Investment Pools								
		TexasCLASS	0.044%		100,369,009.81	100,369,009.81	109,480,666.28	109,480,666.28
		TexPool	0.028%		18,254,572.03	18,254,572.03	10,309,966.46	10,309,966.46
		TexSTAR	0.010%		3,170,323.73	3,170,323.73	3,170,403.75	3,170,403.75
Cash								
		Cash*	0.020%		8,630,033.49	8,630,033.49	9,221,756.23	9,221,756.23
Total					309,888,459.65	310,278,303.62	294,548,716.55	294,717,858.56

*Only Cash at JP Morgan Bank with interest.

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION
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AGENDA DATE:	November 9, 2021
AGENDA CAPTION:	Receive the Quarterly Financial Report for Period Ending September 30, 2021.
STAFF RESOURCE:	Pete Phillis, Chief Financial Officer Ryan Patterson, Strategic Services Auditor
STRATEGIC PLANNING GOAL:	Financially Sound and Transparent City Government.

BACKGROUND

Financial reports are prepared each quarter for the General Fund, Water and Sewer Fund and other funds. Attached are copies of the unaudited reports for the period ending September 30, 2021. Total revenues through quarter four were \$240,449,051 or 92.7% of the budgeted amount and total expenditures were \$232,830,663 or 92.7% of the budgeted amount. This report includes four quarters of fiscal year 2021 and prior fiscal year 2020 actual amounts for comparison purposes.

STAFF RECOMMENDATION

Staff recommends that the City Council receive the Quarterly Financial Report for Period Ending September 30, 2021.

MOTION

I make a motion to accept the Quarterly Financial Report for Period Ending September 30, 2021.

ATTACHMENT

[Fourth Quarter Financial Memo](#)
[Fourth Quarter Financial Report](#)

MEMO

To: Honorable Mayor Kenneth Fulk

Allen City Council

Eric Ellwanger, City Manager

Department Heads

From: Peter Phillis, Chief Financial Officer

Chris Landrum, Assistant Chief Financial Officer

Ryan Patterson, Strategic Services Auditor

Date: November 9, 2021

Re: Fiscal Year 2021 – Fourth Quarter Financial Report

Attached is the report of revenues and expenditures for the fourth quarter for the Fiscal Year 2021. This activity occurred during the period from July 1, 2021, to September 30, 2021.

GENERAL FUND

- Sales tax revenue represents eleven months of collections.
- Multi-Family, Tree Permit and Commercial Permit revenues are usually high-dollar, low-volume permits and are not cyclical. These revenues exceeded expectations because of higher-than-expected building activity during Covid.
- Charges for Services continues to be affected due to cancellations of sporting events and live shows.
- The majority of Franchise Fees are received quarterly. Payments are received within 60 days of quarter-end; thus, this category is currently trending slightly less than anticipated.
- Intergovernmental revenue is higher because of Covid related grants.

DEBT SERVICE FUND

- Principal payments are made in the fourth quarter of each fiscal year. Interest payments are made biannually during the second and fourth quarters of each fiscal year.

HOTEL OCCUPANCY FUND

- Hotel occupancy tax has been drastically impacted because of the Coronavirus. Occupancy for the period averaged 58.7%. Occupancy for the same period in the previous year averaged 35.2%. The market is recovering well despite a slow return to travel.



- A large portion of the Hotel Occupancy Tax Grants are for performance guarantees to secure events at the event center. These dollars were not requested because of fewer events taking place.

ASSET FORFEITURE FUND

- Revenues are recognized through awards that stem from Federal and state forfeitures.

TAX INCREMENT FINANCING (TIF) FUND

- Revenues in TIF#2 must meet the increment prior to collecting Property and Sales Taxes. Collections were made in the fourth quarter as anticipated.
- Economic Grant Expenses are typically paid in the third quarter each fiscal year.

SPECIAL REVENUE FUND

- Public, Educational and Governmental (PEG) Fees are collected on a quarterly basis, and the third payment was collected during the fourth quarter of FY2021, as expected. Fourth Quarter will be collected during the fourth quarter of the calendar year.
- Court-related revenues are trending up due to an increase in the number of citations issued.

GRANT FUND

- The Police Department was awarded a grant for a 3D scanner.
- The Library was awarded a grant for technology related enhancements.
- CDBG emergency rental assistance was recognized in the third and fourth quarter.
- Planning recognized HUD grant funds in the third and fourth quarter.
- Intergovernmental Revenue was recognized in the first and second quarter for Cares Act.

REPLACEMENT FUND

- Contributions are made quarterly to cover required amounts needed for asset replacements.
- Expenses for vehicle purchases are typically recognized later in the fiscal year due to the lead time required to fulfill orders. Larger vehicles like fire engines are purchased in installment payments made over several fiscal years due to the build time for these vehicles. City is experiencing a delay in purchasing vehicles such as police cars from supply chain and chip shortages.

FACILITY MAINTENANCE FUND

- Maintenance projects that are not completed this fiscal year will be completed in the next fiscal year.

RISK MANAGEMENT FUND

- Property and Liability revenue was collected in the third quarter of fiscal year 2021.
- Expenses related to Property & Liability Insurance and Worker's Comp premiums are paid at the beginning of each fiscal year, and the policies cover the duration of each fiscal year.

- Expenses related to Workers Compensation are dependent upon the number of claims that are paid by the Risk Fund and fluctuate from year to year.

WATER & SEWER FUND

- Revenues from Water sales and Sewer Charges performed slightly below expectations. The weather and rainfall have had an impact on revenues this fiscal year.
- Transfers-In are recorded as capital projects commence, while transfers to cover operations are recorded throughout the Fiscal Year.

SOLID WASTE FUND

- Commercial Garbage revenues are performing below expectations.
- Expenses are higher than anticipated.

DRAINAGE FUND

- Revenues are performing as expected.

GOLF COURSE FUND

- Revenues are performing better than expected.

ECONOMIC DEVELOPMENT CORPORATION

- Sales tax represents eleven months of collections.

COMMUNITY DEVELOPMENT CORPORATION

- Sales tax represents eleven months of collections.

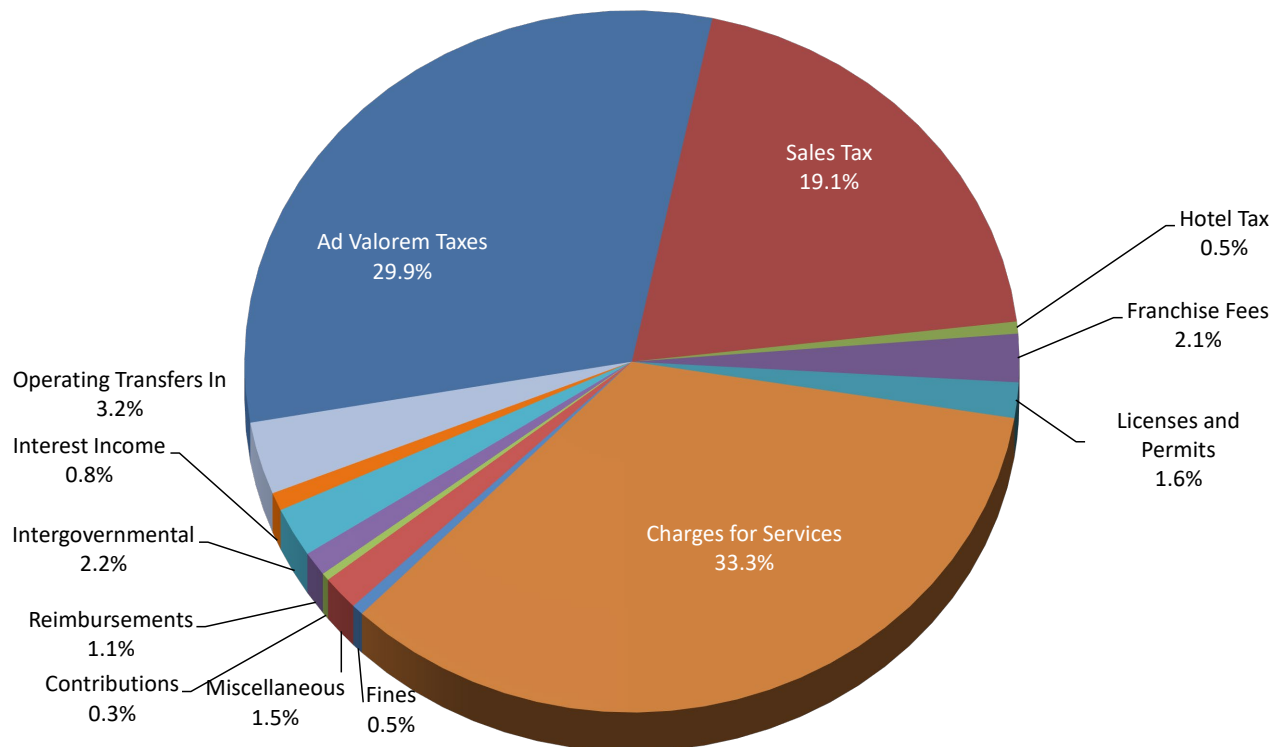
**CITY OF ALLEN
FINANCIAL REPORT
For the Period Ending
September 30, 2021
(Unaudited)**

City of Allen
FY2021 Quarterly Statement of Actual Revenues & Expenditures
For Fiscal Year 2020-2021
4th Quarter Financial Report

				Enterprise Funds				Spec. Rev.
	General Fund	Debt Service	TIF Fund	Water & Sewer	Solid Waste	Drainage Utility	Golf Course	Hotel Occup. Tax
REVENUES								
Ad Valorem Taxes	56,407,113	13,636,139	1,816,066	-	-	-	-	-
Sales Tax	22,893,113	-	207,415	-	-	-	-	-
Hotel Tax	-	-	-	-	-	-	-	1,274,973
Franchise Fees	4,999,092	-	-	-	-	-	-	-
Licenses and Permits	3,775,069	-	-	-	-	-	-	-
Charges for Services	6,464,163	-	-	44,611,627	6,526,469	1,691,139	4,033,260	-
Fines	1,052,401	-	-	-	-	-	-	-
Miscellaneous	750,673	-	-	101,964	36,845	2,174	225,264	-
Contributions	674,476	115,675	-	-	-	-	-	-
Reimbursements	1,854,212	-	-	167,373	-	1,806	-	-
Intergovernmental	4,103,997	-	147,948	581	1,957	-	-	37,308
Interest Income	630,108	9,688	103,489	121,478	46,021	12,719	-	31,746
Operating Transfers In	5,119,962	-	-	1,416,189	-	-	227,314	-
Bond Proceeds	-	7,195,617	-	-	-	-	-	-
TOTAL REVENUES	108,724,378	20,957,119	2,274,918	46,419,212	6,611,292	1,707,837	4,485,838	1,344,027

EXPENDITURES								
Salaries	52,181,745	-	-	3,969,218	523,884	486,197	1,229,009	311,418
Benefits	20,275,213	-	-	1,893,638	223,802	214,053	523,589	141,476
Operating Costs	18,258,205	-	810,767	32,516,263	2,720,052	234,560	484,889	986,041
Supplies	1,786,905	-	-	348,324	17,326	87,811	210,435	2,515
Maintenance	4,127,411	-	-	641,435	2,243	235,384	241,844	129
Professional Services	7,807,218	-	30,000	662,368	3,458,881	168,201	857,404	260,487
Debt Service	-	21,891,516	-	864,010	-	-	-	-
Capital	230,662	-	-	390,055	-	-	-	-
Other Financing Uses	4,109,147	-	-	9,411,044	685,987	413,691	-	2,453
Depreciation	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	108,776,506	21,891,516	840,767	50,696,355	7,632,176	1,839,897	3,547,169	1,704,519

Breakdown of YTD Revenue Actuals by Character - All Funds

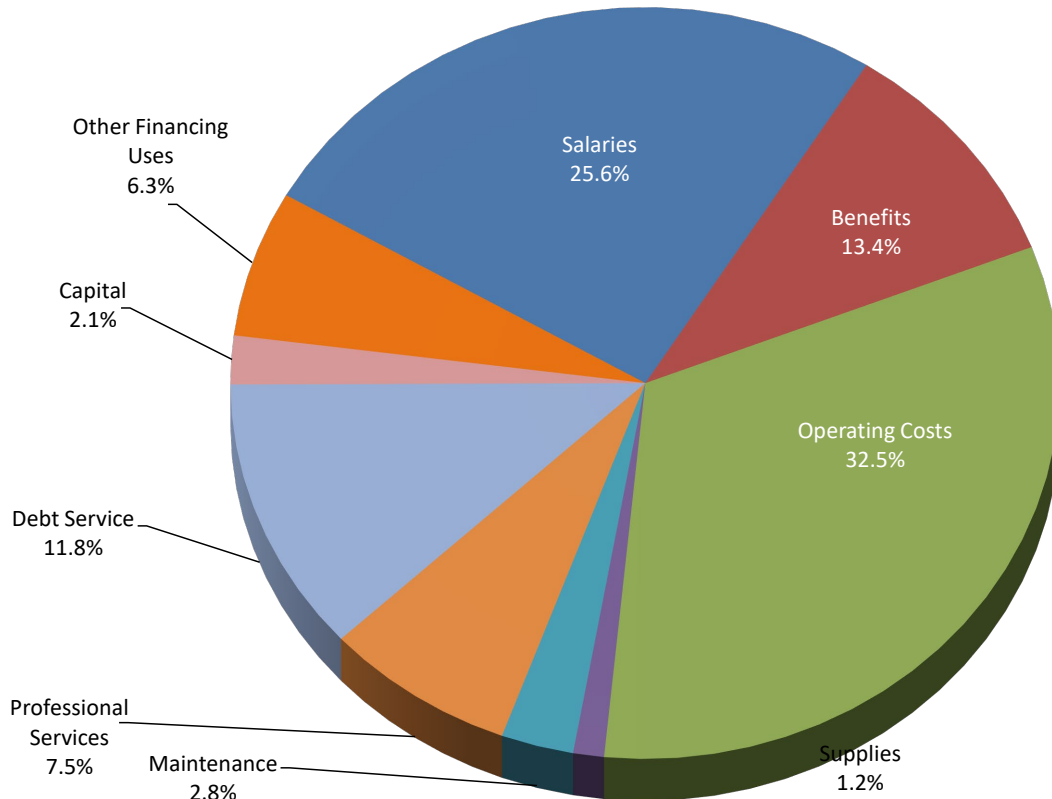


City of Allen
FY2021 Quarterly Statement of Actual Revenues & Expenditures
For Fiscal Year 2020-2021
4th Quarter Financial Report

Special Revenue			Internal Service Funds			Component Units		YTD	Total	
Asset Forfeiture	Special Revenue	Grant Fund	Replacement Fund	Facility Maintenance	Risk Management	Economic Development	Community Development	FY2021 Actual	FY2021 Budget	Percent of Budget
-	-	-	-	-	-	-	-	71,859,318	72,958,243	98.5%
-	-	-	-	-	-	11,354,556	11,354,556	45,809,639	45,252,588	101.2%
-	-	-	-	-	-	-	-	1,274,973	1,020,125	125.0%
-	115,904	-	-	-	-	-	-	5,114,996	7,115,842	71.9%
-	-	-	-	-	-	-	-	3,775,069	3,516,100	107.4%
-	-	-	3,718,893	-	13,083,287	-	-	80,128,838	86,711,176	92.4%
-	94,910	-	-	-	-	-	-	1,147,311	1,044,290	109.9%
85,400	-	2,154,238	284,069	-	-	12,671	5,550	3,658,848	5,104,625	71.7%
-	-	-	-	-	-	-	-	790,151	779,231	101.4%
-	-	-	22,527	77,065	431,726	1,908	-	2,556,617	2,830,417	90.3%
-	-	534,971	-	413,166	-	-	-	5,239,927	4,919,819	106.5%
2,408	25,587	179	257,646	23,540	152,236	163,733	332,339	1,912,914	2,268,275	84.3%
-	-	-	230,079	320,170	376,117	-	-	7,689,831	15,509,427	49.6%
-	-	-	-	-	-	2,295,000	-	9,490,617	10,255,843	92.5%
87,808	236,401	2,689,387	4,513,214	833,941	14,043,366	13,827,868	11,692,445	240,449,051	259,286,001	92.7%

-	-	-	-	-	320,443	625,635	-	59,647,550	60,578,436	98.5%
-	-	-	-	-	135,185	235,584	-	23,642,540	24,100,488	98.1%
-	17,000	65,624	-	-	12,770,560	6,587,114	176,318	75,627,393	86,258,793	87.7%
20,495	35,341	22,158	8,410	-	3,323	7,457	245,960	2,796,462	3,565,418	78.4%
-	45,028	-	-	932,171	3,140	-	350,942	6,579,728	7,802,032	84.3%
42,763	5,409	2,803,060	-	-	206,429	223,498	896,313	17,422,032	15,121,004	115.2%
-	-	-	-	-	-	2,401,255	2,412,616	27,569,397	28,362,435	97.2%
-	28,526	62,206	1,412,895	226,134	28,186	684,018	1,803,724	4,866,405	10,468,335	46.5%
-	56,835	-	-	-	-	-	-	14,679,157	14,715,582	99.8%
-	-	-	-	-	-	-	-	-	160,000	0.0%
63,258	188,139	2,953,049	1,421,305	1,158,305	13,467,267	10,764,562	5,885,873	232,830,663	251,132,522	92.7%

Breakdown of YTD Expenditure Actuals by Character - All Funds



CITY OF ALLEN
General Fund
FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2021 Budget	Revised FY2021 Budget	4th Quarter FY2021 Actual	YTD Actual as of 9/30/21	Percent of Revised Budget	Revised FY2020 Budget	4th Quarter FY2020 YTD Actual	Percent of Revised Budget
Revenue Source								
Property Taxes*	\$ 57,080,458	\$ 57,082,725	\$ (1,462,297)	\$ 56,407,113	98.8%	\$ 55,078,983	\$ 54,955,725	99.8%
Sales Tax**	19,994,676	22,631,828	8,647,987	22,893,113	101.2%	19,717,549	21,250,065	107.8%
Franchise Fees	7,047,870	6,962,773	1,399,148	4,999,092	71.8%	6,960,886	7,296,321	104.8%
Licenses & Permits	3,016,100	3,516,100	722,496	3,775,069	107.4%	2,866,200	3,125,558	109.0%
Charges for Services	9,885,906	6,723,280	1,722,425	6,464,163	96.1%	6,581,631	5,892,041	89.5%
Fines	1,653,590	960,112	332,727	1,052,401	109.6%	1,043,844	1,102,633	105.6%
Miscellaneous	670,211	564,599	402,074	751,629	133.1%	567,848	667,582	117.6%
Interest Income	580,541	676,522	98,251	629,151	93.0%	785,697	1,022,255	130.1%
Contributions	616,829	663,556	162,673	674,476	101.6%	626,369	617,210	98.5%
Reimbursements	1,935,596	1,904,691	159,222	1,854,212	97.3%	1,753,992	1,794,454	102.3%
Intergovernmental	123,652	4,254,735	3,150,321	4,103,997	96.5%	739,487	971,639	131.4%
Transfers In	5,075,327	5,205,717	1,196,889	5,119,962	98.4%	5,327,680	5,327,680	100.0%
TOTAL Revenue	\$ 107,680,756	\$ 111,146,638	\$ 16,531,916	\$ 108,724,378	97.8%	\$ 102,050,166	\$ 104,023,161	101.9%

EXPENDITURES	Original FY2021 Budget	Revised FY2021 Budget	4th Quarter FY2021 Actual	YTD Actual as of 9/30/21	Percent of Revised Budget	Revised FY2020 Budget	4th Quarter FY2020 YTD Actual	Percent of Revised Budget
Function - Department								
<i>General Government</i>								
City Administration	\$ 1,192,743	\$ 1,444,993	\$ 364,016	\$ 1,445,574	100.0%	\$ 1,201,997	\$ 1,194,473	99.4%
City Secretary	715,547	950,907	338,859	891,169	93.7%	634,234	601,628	94.9%
Public & Media Relations	1,264,628	1,300,825	392,689	1,301,815	100.1%	1,071,560	1,079,803	100.8%
Information Technology	4,941,294	4,965,864	1,481,559	4,843,592	97.5%	4,854,005	4,627,509	95.3%
Human Resources	1,077,238	1,218,721	291,891	1,161,083	95.3%	1,158,408	1,029,092	88.8%
Internal Services	6,052,817	9,202,059	4,691,077	9,074,910	98.6%	6,012,527	11,235,407	186.9%
Finance	3,567,551	3,414,837	1,056,209	3,434,515	100.6%	3,314,716	3,269,114	98.6%
Municipal Court	956,179	908,003	246,712	897,289	98.8%	945,254	903,252	95.6%
Building Maintenance	1,308,249	1,309,769	363,007	1,307,107	99.8%	1,325,531	1,365,989	103.1%
Service Center	154,871	157,072	60,823	161,827	103.0%	156,004	164,635	105.5%
<i>Public Safety</i>								
Fire	\$ 19,661,326	\$ 20,786,830	\$ 5,456,757	\$ 20,479,728	98.5%	18,165,072	\$ 17,841,105	98.2%
Police	29,109,487	29,611,268	8,065,301	29,502,632	99.6%	28,439,949	27,439,750	96.5%
<i>Public Works</i>								
Community Services Admin	\$ 839,012	\$ 1,129,764	\$ 190,231	\$ 1,084,802	96.0%	841,651	\$ 795,610	94.5%
Streets	2,294,266	2,325,062	519,859	2,339,537	100.6%	2,129,575	2,097,299	98.5%
Engineering	3,545,286	3,469,026	1,140,075	3,240,346	93.4%	3,428,555	3,209,187	93.6%
<i>Culture & Recreation</i>								
Library	\$ 3,374,790	\$ 3,260,917	\$ 979,366	\$ 3,187,945	97.8%	3,234,506	\$ 3,165,294	97.9%
Parks & Recreation	16,170,383	15,294,916	4,821,905	14,346,115	93.8%	14,886,327	13,724,809	92.2%
Event Center	7,676,978	6,521,877	1,791,707	6,486,369	99.5%	6,875,976	6,548,636	95.2%
<i>Community Development</i>								
Community Development	\$ 3,778,111	\$ 3,873,928	\$ 1,007,578	\$ 3,590,151	92.7%	3,434,319	\$ 3,254,784	94.8%
TOTAL Expenditures	\$ 107,680,756	\$ 111,146,638	\$ 33,259,622	\$ 108,776,506	97.9%	\$ 102,110,166	\$ 103,547,378	101.4%

Revenues Over (Under) Expenditures \$ (52,128) \$ 475,783

*City transferred money from the General Fund to the TIF Fund in 4th Quarter and the Tax Collector refunded property taxes from litigation settlements.

**Actual Represents 11 Months Sales Tax Collections

CITY OF ALLEN
Debt Service Fund
FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2021 Budget	Revised FY2021 Budget	4th Quarter FY2021 Actual	YTD Actual as of 9/30/21	Percent of Revised Budget	Revised FY2020 Budget	4th Quarter FY2020 YTD Actual	Percent of Revised Budget
Revenue Source								
Property Taxes*	\$ 13,869,057	\$ 13,869,057	\$ (353,770)	\$ 13,636,139	98.3%	14,630,533	\$ 14,483,717	99.0%
Interest Earnings	175,651	58,300	1,446	9,688	16.6%	148,387	78,054	52.6%
Bond Refunding Proceeds	-	7,960,843	-	7,195,617	90.4%	10,088,600	8,687,019	86.1%
Contributions	-	115,675	115,675	115,675	100.0%	-	-	
TOTAL Revenues	\$ 14,044,708	\$ 22,003,875	\$ (236,648)	\$ 20,957,119	95.2%	24,867,520	\$ 23,248,791	93.5%

EXPENDITURES	Original FY2021 Budget	Revised FY2021 Budget	4th Quarter FY2021 Actual	YTD Actual as of 9/30/21	Percent of Revised Budget	Revised FY2020 Budget	4th Quarter FY2020 YTD Actual	Percent of Revised Budget
Principal	\$ 10,932,278	\$ 11,083,297	\$ 11,015,464	\$ 11,049,141	99.7%	11,097,263	\$ 11,094,986	100.0%
Interest	3,606,845	3,606,845	1,812,519	3,798,934	105.3%	3,317,489	3,319,288	100.1%
Fees & Refunding Exp	11,250	7,057,900	6,800	7,043,440	99.8%	10,329,850	8,689,806	84.1%
TOTAL Expenditures	\$ 14,550,373	\$ 21,748,042	\$ 12,834,783	\$ 21,891,516	100.7%	\$ 24,744,602	\$ 23,104,080	93.4%

*City transferred money from the General Fund to the TIF Fund in 4th Quarter and the Tax Collector refunded property taxes from litigation settlements.

CITY OF ALLEN
Hotel Occupancy Fund
FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2021 Budget	Revised FY2021 Budget	4th Quarter FY2021 Actual	YTD Actual as of 9/30/21	Percent of Revised Budget	Revised FY2020 Budget	4th Quarter FY2020 YTD Actual	Percent of Revised Budget
Hotel Occupancy Tax	\$ 1,427,273	\$ 1,020,125	\$ 503,607	\$ 1,274,973	125.0%	1,047,057	\$ 1,156,398	110.4%
Interest on Investments	37,419	41,830	5,377	31,746	75.9%	49,424	61,924	125.3%
Intergovernmental Revenue	-	103,610	37,308	37,308	36.0%	-	70,669	
TOTAL Revenues	\$ 1,464,692	\$ 1,165,565	\$ 546,291	\$ 1,344,027	115.3%	1,096,481	\$ 1,288,990	117.6%

EXPENDITURES	Original FY2021 Budget	Revised FY2021 Budget	4th Quarter FY2021 Actual	YTD Actual as of 9/30/21	Percent of Revised Budget	Revised FY2020 Budget	4th Quarter FY2020 YTD Actual	Percent of Revised Budget
<i>Org - Character</i>								
<i>Hotel Tax Admin</i>								
Hotel Tax Grants*	\$ 360,100	\$ 360,100	\$ 41,143	\$ 54,416	15.1%	\$ 360,100	\$ 88,829	24.7%
Economic Grants	239,196	750,000	-	750,000	100.0%	401,894	401,893	100.0%
Professional Services	2,000	2,000	-	-		2,000	-	
<i>Convention/Visitor Bureau</i>								
Personnel	\$ 461,348	\$ 493,551	\$ 112,959	\$ 452,894	91.8%	\$ 413,505	\$ 402,782	97.4%
Operating Costs	393,421	408,465	40,853	181,624	44.5%	393,221	286,561	72.9%
Supplies	5,000	5,024	1,238	2,515	50.1%	5,000	8,392	167.8%
Maintenance	93	93	48	129	138.7%	683	1,049	153.6%
Professional Services	195,871	227,139	73,244	260,487	114.7%	197,191	238,447	120.9%
Transfer Out	4,021	2,453	0	2,453	100.0%	3,540	3,540	100.0%
TOTAL Expenditures	\$ 1,661,050	\$ 2,248,825	\$ 269,486	\$ 1,704,519	75.8%	1,777,134	1,424,342	80.1%

HOTEL TAX GRANTS*	Original FY2021 Budget	Revised FY2021 Budget	4th Quarter FY2021 Actual	YTD Actual as of 9/30/21	Percent of Revised Budget	Revised FY2020 Budget	4th Quarter FY2020 YTD Actual	Percent of Revised Budget
<i>Grant Organizations</i>								
Allen-Fairview Chamber	\$ 1,600	\$ 1,600	\$ 643	\$ 1,416	88.5%	\$ 1,600	\$ 1,600	100.0%
Allen Arts Alliance	-	-	-	-		5,000	-	
Allen Civic Ballet	10,000	10,000	-	10,000	100.0%	10,000	10,000	100.0%
Allen Heritage Guild	2,500	2,500	2,500	2,500	100.0%	2,500	1,647	65.9%
Allen Philharmonic Symphony	30,000	30,000	30,000	30,000	100.0%	30,000	29,468	98.2%
Allen Community Theatre	3,000	3,000	3,000	3,000	100.0%	3,000	3,000	100.0%
City of Allen - Parks & Recreation	60,000	60,000	-	-		60,000	24,913	41.5%
City of Allen - Event Center	235,000	235,000	-	-		235,000	-	
Connemara Conservancy	3,000	3,000	-	-		3,000	1,993	66.4%
Friends of the Library	10,000	10,000	5,000	5,000	50.0%	10,000	5,000	50.0%
Foundation for Allen Schools	5,000	5,000	5,000	5,000	100.0%	-	4,056	
TOTAL Grant Amounts	\$ 360,100	\$ 360,100	\$ 46,143	\$ 56,916	15.8%	\$ 360,100	\$ 81,677	22.7%

CITY OF ALLEN
Asset Forfeiture Fund
FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2021 Budget	Revised FY2021 Budget	4th Quarter FY2021 Actual	YTD Actual as of 9/30/21	Percent of Revised Budget	Revised FY2020 Budget	4th Quarter FY2020 YTD Actual	Percent of Revised Budget
State Forfeiture	\$ 35,000	\$ 35,000	\$ 19,196	\$ 56,213	160.6%	\$ 35,000	\$ 21,448	61.3%
Federal Forfeiture	150,000	150,000	-	14,623	9.7%	150,000	43,760	29.2%
Auction Revenue	5,000	5,000	12,483	14,564	291.3%	5,000	21,684	433.7%
Interest on Investments	3,479	3,515	412	2,408	68.5%	4,405	4,400	99.9%
TOTAL Revenues	\$ 193,479	\$ 193,515	\$ 32,091	\$ 87,808	45.4%	\$ 194,405	\$ 91,292	47.0%

EXPENDITURES	Original FY2021 Budget	Revised FY2021 Budget	4th Quarter FY2021 Actual	YTD Actual as of 9/30/21	Percent of Revised Budget	Revised FY2020 Budget	4th Quarter FY2020 YTD Actual	Percent of Revised Budget
Supplies	\$ 12,309	\$ 32,804	\$ -	\$ 20,495	62.5%	\$ 137,391	\$ 126,655	92.2%
Professional Services	50,762	50,762	5,349	42,763	84.2%	42,687	15,582	36.5%
TOTAL Expenditures	\$ 63,071	\$ 83,566	\$ 5,349	\$ 63,258	75.7%	\$ 180,078	\$ 142,238	79.0%

CITY OF ALLEN
Tax Increment Financing (TIF) Fund
FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2021 Budget	Revised FY2021 Budget	4th Quarter FY2021 Actual	YTD Actual as of 9/30/21	Percent of Revised Budget	Revised FY2020 Budget	4th Quarter FY2020 YTD Actual	Percent of Revised Budget
<i>Org - Object</i>								
<i>TIF#1 - Montgomery Farms</i>								
Property Taxes	\$ 505,405	\$ 505,405	\$ 417,346	\$ 417,346	82.6%	\$ 374,448	\$ 374,448	100.0%
Sales Tax*	192,575	92,814	-	92,814	100.0%	308,864	306,747	99.3%
Intergovernmental	180,935	147,948	-	147,948	100.0%	133,921	133,921	100.0%
<i>TIF#2 - Central Business District</i>								
Property Taxes	\$ 1,501,056	\$ 1,501,056	\$ 1,398,720	\$ 1,398,720	93.2%	\$ 1,204,844	\$ 1,204,843	100.0%
Sales Tax*	117,566	117,566	66,706	114,601	97.5%	137,972	129,523	93.9%
<i>Non-Operating Revenues</i>								
Interest on Investments	\$ 80,763	\$ 163,390	\$ 20,882	\$ 103,489	63.3%	\$ 99,216	\$ 140,991	142.1%
TOTAL Revenues	\$ 2,578,300	\$ 2,528,179	\$ 1,903,655	\$ 2,274,918	90.0%	\$ 2,259,265	\$ 2,290,473	101.4%

EXPENDITURES	Original FY2021 Budget	Revised FY2021 Budget	4th Quarter FY2021 Actual	YTD Actual as of 9/30/21	Percent of Revised Budget	Revised FY2020 Budget	4th Quarter FY2020 YTD Actual	Percent of Revised Budget
<i>Org - Object</i>								
<i>TIF#1 - Montgomery Farms</i>								
Economic Grant Expenses	\$ 1,030,555	\$ 810,767	\$ -	\$ 810,767	100.0%	\$ 895,235	\$ 895,235	100.0%
Professional Services	17,000	17,000	15,000	15,000	88.2%	17,000	15,000	88.2%
<i>TIF#2 - Central Business District</i>								
Professional Services	17,000	17,000	15,000	15,000	88.2%	17,000	15,000	88.2%
TOTAL Expenditures	\$ 1,064,555	\$ 844,767	\$ 30,000	\$ 840,767	99.5%	\$ 929,235	\$ 925,235	99.6%

*Actual Represents 11 Months Sales Tax Collections

CITY OF ALLEN
Special Revenue Fund
FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2021 Budget	Revised FY2021 Budget	4th Quarter FY2021 Actual	YTD Actual as of 9/30/21	Percent of Revised Budget	Revised FY2020 Budget	4th Quarter FY2020 YTD Actual	Percent of Revised Budget
<i>Operating Revenues</i>								
PEG Fees	\$ 150,330	\$ 153,069	\$ 51,326	\$ 115,904	75.7%	\$ 157,032	\$ 158,392	100.9%
Juvenile Case Management	72,250	32,726	11,028	35,406	108.2%	36,125	39,597	109.6%
Court Security	43,350	26,947	10,317	32,169	119.4%	21,675	25,240	116.4%
Court Technology	57,800	24,505	8,645	27,335	111.5%	28,900	27,826	96.3%
<i>Non-Operating Revenues</i>								
Interest	\$ 18,518	\$ 32,575	\$ 4,590	\$ 25,587	78.5%	\$ 25,652	\$ 36,133	140.9%
Intergovernmental (Radio System)	46,824	-	-	-		46,824	238,065	508.4%
Reimbursement Revenue	20,000	20,000	-	-		-	-	
TOTAL Revenues	\$ 409,072	\$ 289,822	\$ 85,906	\$ 236,401	81.6%	\$ 316,208	\$ 525,253	166.1%

EXPENDITURES	Original FY2021 Budget	Revised FY2021 Budget	4th Quarter FY2021 Actual	YTD Actual as of 9/30/21	Percent of Revised Budget	Revised FY2020 Budget	4th Quarter FY2020 YTD Actual	Percent of Revised Budget
<i>Restricted Expenditures</i>								
PEG Expenses	\$ 75,347	\$ 106,847	\$ 53,421	\$ 86,276	80.7%	\$ 166,743	\$ 130,807	78.4%
Juvenile Case Management	68,850	32,035	-	32,035	100.0%	66,090	66,090	100.0%
Court Security	43,350	24,800	-	24,800	100.0%	28,050	28,050	100.0%
Court Technology	9,000	-	-	-		9,000	-	
Radio System	30,000	47,000	-	45,028	95.8%	25,000	20,669	82.7%
TOTAL Expenditures	\$ 226,547	\$ 210,682	\$ 53,421	\$ 188,139	89.3%	\$ 294,883	\$ 245,615	83.3%

CITY OF ALLEN
Grant Fund
FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2021 Budget	Revised FY2021 Budget	4th Quarter FY2021 Actual	YTD Actual as of 9/30/21	Percent of Revised Budget	Revised FY2020 Budget	4th Quarter FY2020 YTD Actual	Percent of Revised Budget
<i>Org - Object</i>								
<i>Grant Revenue</i>								
CDBG	\$ 809,744	\$ 3,442,255	\$ 751,995	\$ 1,641,014	47.7%	\$ 691,460	\$ 551,629	79.8%
Police	24,132	138,418	4,126	88,449	63.9%	9,121	9,467	103.8%
Library	2,350	31,090	1,400	30,789	99.0%	5,193	5,193	100.0%
Fire	853	853	-	1,587	186.1%	853	-	
Planning	-	771,462	361,758	392,399	50.9%	-	-	
Subtotal	\$ 837,079	\$ 4,384,078	\$ 1,119,278	\$ 2,154,238	49.1%	\$ 706,627	566,289	80.1%
<i>Non-Operating Revenues</i>								
Interest	\$ 4,812	\$ 10,555	\$ 179	\$ 179	1.7%	\$ 5,041	\$ 16,843	334.1%
Intergovernmental Revenue	-	-	-	534,971		5,727,586	1,652,965	28.9%
Operating Transfers	3,077	3,077	-	-		-	-	
Subtotal	\$ 7,889	\$ 13,632	\$ 179	\$ 535,149	3925.7%	\$ 5,732,627	1,669,808	29.1%
TOTAL Revenues	\$ 844,968	\$ 4,397,710	\$ 1,119,457	\$ 2,689,387	61.2%	\$ 6,439,254	2,236,097	34.7%

EXPENDITURES	Original FY2021 Budget	Revised FY2021 Budget	4th Quarter FY2021 Actual	YTD Actual as of 9/30/21	Percent of Revised Budget	Revised FY2020 Budget	4th Quarter FY2020 YTD Actual	Percent of Revised Budget
<i>Org - Object</i>								
<i>Fire Department</i>								
Operating Costs	\$ 853	\$ 853	\$ -	\$ -		\$ 853	\$ -	
<i>Police Department</i>								
Operating Costs	9,121	9,121	-	-		16,621	13,954	84.0%
Capital	-	62,206	(13,438)	62,206	100.0%	-	-	
IT- Technology Maintenance	-	19,091	19,091	19,091	100.0%	-	-	
<i>Library</i>								
Supplies	-	22,159	-	22,158	100.0%	661	661	
Professional Services	2,350	8,931	3,961	8,631	96.6%	4,532	4,532	100.0%
<i>Planning</i>								
Professional Services	-	771,462	340,745	524,017	67.9%	-	-	
<i>CDBG Grants</i>								
Operating Costs	10,000	89,043	18,208	46,533	52.3%	65,697	45,625	69.4%
Professional Services	696,987	3,353,212	723,036	2,270,412	67.7%	4,995,719	1,915,435	38.3%
Capital	102,757	-	-	-		102,757	-	
<i>Grant Administration</i>								
Professional Services	-	-	-	-		1,258,839	236,000	18.7%
Transfer Out	-	85,755	-	-		-	-	
<i>Streets</i>								
Capital	-	-	-	-		19,331	-	
TOTAL Expenditures	\$ 822,068	\$ 4,421,833	\$ 1,091,602	\$ 2,953,049	66.8%	\$ 6,465,010	\$ 2,218,582	34.3%

CITY OF ALLEN
Replacement Fund
FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2021 Budget	Revised FY2021 Budget	4th Quarter FY2021 Actual	YTD Actual as of 9/30/21	Percent of Revised Budget	Revised FY2020 Budget	4th Quarter FY2020 YTD Actual	Percent of Revised Budget
<i>Charges for Services</i>								
General Fund	\$ 3,054,250	\$ 3,054,250	\$ 763,563	\$ 3,054,250	100.0%	\$ 2,177,462	\$ 2,177,462	100.0%
Risk Fund	13,287	20,812	10,847	20,812	100.0%	13,287	13,287	100.0%
Water & Sewer Fund	461,720	461,720	115,430	461,720	100.0%	467,439	467,439	100.0%
Solid Waste Fund	25,496	25,496	6,374	25,496	100.0%	25,496	25,496	100.0%
Drainage Fund	148,815	148,815	37,204	148,815	100.0%	148,815	148,815	100.0%
Hotel Fund	7,800	7,800	1,950	7,800	100.0%	7,800	7,800	100.0%
Subtotal	\$ 3,711,368	\$ 3,718,893	\$ 935,367	\$ 3,718,893	100.0%	\$ 2,840,299	\$ 2,840,299	100.0%
<i>Non-Operating Revenues</i>								
Interest	\$ 220,186	\$ 309,320	\$ 48,083	\$ 257,646	83.3%	\$ 264,055	\$ 305,485	115.7%
Auction Revenue	176,500	176,500	159,193	284,069	160.9%	206,000	106,871	51.9%
Reimbursements	100,000	110,552	22,527	22,527	20.4%	149,500	89,687	60.0%
Operating Transfer In*	-	-	-	230,079		-	900,000	
Subtotal	\$ 496,686	\$ 596,372	\$ 229,803	\$ 794,321	133.2%	\$ 619,555	\$ 1,402,043	226.3%
TOTAL Revenues	\$ 4,208,054	\$ 4,315,265	\$ 1,165,170	\$ 4,513,214	104.6%	\$ 3,459,854	\$ 4,242,342	122.6%

EXPENDITURES	Original FY2021 Budget	Revised FY2021 Budget	4th Quarter FY2021 Actual	YTD Actual as of 9/30/21	Percent of Revised Budget	Revised FY2020 Budget	4th Quarter FY2020 YTD Actual	Percent of Revised Budget
<i>By Department</i>								
Information Technology	\$ 135,000	\$ 135,000	\$ -	\$ 8,410	6.2%	\$ 120,000	\$ 13,404	11.2%
Fire	306,635	306,635	271,345	271,345	88.5%	257,754	258,504	100.3%
Police	471,812	471,812	334,473	390,288	82.7%	942,271	882,293	93.6%
Parks & Recreation	-	42,246	31,601	44,718	105.9%	140,123	120,578	86.1%
Community Development	-	-	-	1,403		29,800	22,599	75.8%
Community Enhancement	37,375	37,375	23,835	23,835	63.8%	29,800	22,599	75.8%
Community Services	-	52,206	-	54,556	104.5%	90,702	31,508	34.7%
Engineering	-	-	-	-		40,500	39,185	96.8%
Risk Fund	-	-	-	2,905		29,500	27,291	92.5%
Water & Sewer	550,726	561,278	2,976	566,715	101.0%	229,044	212,933	93.0%
Solid Waste	65,680	65,680	3,311	57,130	87.0%	33,200	27,874	84.0%
TOTAL Expenditures	\$ 1,567,228	\$ 1,672,232	\$ 667,541	\$ 1,421,305	85.0%	\$ 1,942,694	\$ 1,658,768	85.4%

*IT Replacement

CITY OF ALLEN
Facility Maintenance Fund
FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2021 Budget	Revised FY2021 Budget	4th Quarter FY2021 Actual	YTD Actual as of 9/30/21	Percent of Revised Budget	Revised FY2020 Budget	4th Quarter FY2020 YTD Actual	Percent of Revised Budget
Interest Earnings	\$ 28,797	\$ 34,075	\$ 3,743	\$ 23,540	69.1%	35,519	40,746	114.7%
Reimbursements	-	-	-	77,065		-	1,800	
Intergovernmental Revenue	-	413,526	81,320	413,166		500,000	4,832	1.0%
Transfer In	300,000	320,170	95,170	320,170	100.0%	331,000	331,000	100.0%
TOTAL Revenues	\$ 328,797	\$ 767,771	\$ 180,233	\$ 833,941	108.6%	866,519	\$ 378,378	43.7%

EXPENDITURES	Original FY2021 Budget	Revised FY2021 Budget	4th Quarter FY2021 Actual	YTD Actual as of 9/30/21	Percent of Revised Budget	Revised FY2020 Budget	4th Quarter FY2020 YTD Actual	Percent of Revised Budget
Maintenance	\$ 1,170,000	\$ 1,768,696	\$ 327,822	\$ 932,171	52.7%	912,000	\$ 324,567	35.6%
Capital	-	400,000	157,259	226,134	56.5%	-	-	
TOTAL Expenditures	\$ 1,170,000	\$ 2,168,696	\$ 485,081	\$ 1,158,305	53.4%	\$ 912,000	\$ 324,567	35.6%

CITY OF ALLEN
Risk Management Fund
FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2021 Budget	Revised FY2021 Budget	4th Quarter FY2021 Actual	YTD Actual as of 9/30/21	Percent of Revised Budget	Revised FY2020 Budget	4th Quarter FY2020 YTD Actual	Percent of Revised Budget
<i>Operating Revenues:</i>								
Charges for:								
Medical & Dental	\$ 11,273,720	\$ 11,238,720	\$ 2,750,495	\$ 11,070,047	98.5%	\$ 11,453,911	\$ 11,198,702	97.8%
Workers Comp.	861,016	861,016	-	930,016	108.0%	850,000	1,165,013	137.1%
Property/Liability	1,083,224	1,083,224	-	1,083,224	100.0%	940,814	905,814	96.3%
Subtotal	\$ 13,217,960	\$ 13,182,960	\$ 2,750,495	\$ 13,083,287	99.2%	\$ 13,244,725	\$ 13,269,529	100.2%
<i>Non-Operating Revenues</i>								
Interest	\$ 137,280	\$ 208,600	\$ 28,940	\$ 152,236	73.0%	\$ 162,376	\$ 197,245	121.5%
Reimbursements	520,500	520,500	92,990	431,726	82.9%	916,543	273,570	29.8%
Operating Transfer In*	615,835	376,117	(85,759)	376,117	100.0%	537,710	537,710	100.0%
Subtotal	\$ 1,273,615	\$ 1,105,217	\$ 36,170	\$ 960,079	86.9%	\$ 1,616,629	\$ 1,008,525	62.4%
TOTAL Revenues	\$ 14,491,575	\$ 14,288,177	\$ 2,786,666	\$ 14,043,366	98.3%	\$ 14,861,354	\$ 14,278,053	96.1%

EXPENDITURES	Original FY2021 Budget	Revised FY2021 Budget	4th Quarter FY2021 Actual	YTD Actual as of 9/30/21	Percent of Revised Budget	Revised FY2020 Budget	4th Quarter FY2020 YTD Actual	Percent of Revised Budget
Administration	\$ 624,863	\$ 628,204	\$ 217,716	\$ 599,194	95.4%	\$ 546,682	\$ 509,900	93.3%
Health & Dental Insurance	10,845,507	10,845,507	3,069,080	11,092,020	102.3%	10,841,705	9,409,252	86.8%
Workers Comp Insurance	660,000	660,000	70,398	578,217	87.6%	650,000	499,441	76.8%
Post Employment Expenses	300,000	300,000	24,895	224,903	75.0%	300,000	130,700	43.6%
Property & Liability Insurance	1,282,300	1,298,697	103,907	972,933	74.9%	2,593,902	2,265,840	87.4%
TOTAL Expenditures	\$ 13,712,670	\$ 13,732,408	\$ 3,485,997	\$ 13,467,267	98.1%	\$ 14,932,289	\$ 12,815,133	85.8%

*Adjusted actual Transfer in to match the revised budget.

CITY OF ALLEN
Water & Sewer Fund
FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

	Original FY2021 Budget	Revised FY2021 Budget	4th Quarter FY2021 Actual	YTD Actual as of 9/30/21	Percent of Revised Budget	Revised FY2020 Budget	4th Quarter FY2020 YTD Actual	Percent of Revised Budget
Operating Revenues								
Water Sales*	\$ 29,672,173	\$ 29,672,173	\$ 9,079,928	\$ 24,457,285	82.4%	\$ 29,119,162	\$ 28,879,153	99.2%
Sewer Charges*	21,303,285	21,165,317	5,785,603	19,615,959	92.7%	20,500,147	19,711,922	96.2%
Connections	205,000	125,000	28,455	121,711	97.4%	205,000	190,634	93.0%
Service Charges	626,900	396,900	104,190	416,672	105.0%	581,900	614,011	105.5%
Miscellaneous	360,998	292,411	83,826	269,338	92.1%	405,698	269,634	66.5%
Subtotal	\$ 52,168,356	\$ 51,651,801	\$ 15,082,002	\$ 44,880,964	86.9%	\$ 50,811,907	\$ 49,665,354	97.7%
Non-Operating Revenues								
Interest	\$ 100,425	\$ 155,495	\$ 19,736	\$ 121,478	78.1%	\$ 134,777	\$ 148,640	110.3%
Intergovernmental Revenue	-	-	581	581		-	5,717	
Operating Transfer In	1,416,189	1,416,189	354,048	1,416,189	100.0%	972,845	972,845	100.0%
Subtotal	\$ 1,516,614	\$ 1,571,684	\$ 374,364	\$ 1,538,248	97.9%	\$ 1,107,622	\$ 1,127,201	101.8%
TOTAL REVENUES	\$ 53,684,970	\$ 53,223,485	\$ 15,456,366	\$ 46,419,212	87.2%	\$ 51,919,529	\$ 50,792,555	97.8%
Operating Expenditures								
W&S Debt Service								
Debt Service	\$ 1,881,530	\$ 1,881,530	\$ (11,456)	\$ 867,510	46.1%	\$ 1,608,311	\$ 695,041	43.2%
W&S Operations								
Personnel	\$ 5,804,201	\$ 5,559,983	\$ 1,411,297	\$ 5,335,637	96.0%	\$ 5,366,143	\$ 5,172,632	96.4%
Operating Costs	1,794,778	2,499,811	1,300,977	2,433,712	97.4%	1,847,515	1,591,662	86.2%
NTMWD - Water/Pre-Treatment	31,313,908	30,268,915	6,451,321	30,015,125	99.2%	30,091,148	28,992,069	96.3%
Supplies	531,533	531,597	141,262	342,928	64.5%	504,947	360,415	71.4%
Maintenance	562,320	657,687	191,555	641,435	97.5%	545,601	629,858	115.4%
Professional Services	217,032	217,032	88,299	199,778	92.1%	352,032	178,843	50.8%
Utility Billing/Collections								
Personnel	\$ 525,173	\$ 524,615	\$ 146,814	\$ 527,219	100.5%	\$ 543,575	\$ 545,675	100.4%
Operating Costs	91,713	92,713	9,026	63,926	69.0%	144,713	46,176	31.9%
Supplies	4,345	4,345	965	5,395	124.2%	4,345	3,926	90.3%
Professional Services	731,835	731,835	156,498	462,590	63.2%	733,135	650,829	88.8%
Subtotal	\$ 43,458,368	\$ 42,970,063	\$ 9,886,558	\$ 40,895,256	95.2%	\$ 41,741,465	\$ 38,867,125	93.1%
Non-Operating Expenditures								
Other Financing Uses	\$ 9,645,044	\$ 9,411,044	\$ 2,113,837	\$ 9,411,044	100.0%	\$ 7,102,442	\$ 8,025,297	113.0%
Capital	388,716	390,116	366,485	390,055	100.0%	143,159	137,764	96.2%
Subtotal	\$ 10,033,760	\$ 9,801,160	\$ 2,480,322	\$ 9,801,099	100.0%	\$ 7,245,601	\$ 8,163,061	112.7%
TOTAL EXPENSES	\$ 53,492,128	\$ 52,771,223	\$ 12,366,880	\$ 50,696,355	96.1%	\$ 48,987,066	\$ 47,030,187	96.0%

*Revenue represents 11 months of collections.

CITY OF ALLEN
Solid Waste Fund
FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

	Original FY2021 Budget	Revised FY2021 Budget	4th Quarter FY2021 Actual	YTD Actual as of 9/30/21	Percent of Revised Budget	Revised FY2020 Budget	4th Quarter FY2020 YTD Actual	Percent of Revised Budget
Operating Revenues								
Garbage Fees	\$ 5,462,461	\$ 5,462,461	\$ 1,389,024	\$ 5,132,379	94.0%	\$ 5,390,915	\$ 5,395,138	100.1%
Commercial Garbage*	1,333,200	1,333,200	304,927	1,054,122	79.1%	1,233,200	1,334,547	108.2%
Household Haz Waste	199,446	199,446	50,220	185,884	93.2%	196,620	196,452	99.9%
Recycling Revenues	80,836	80,836	33,110	66,003	81.7%	78,870	91,663	116.2%
Composting Revenue*	85,000	85,000	18,148	88,080	103.6%	85,000	99,031	116.5%
Miscellaneous	36,500	36,500	-	36,845	100.9%	36,500	40,145	110.0%
Subtotal	\$ 7,197,443	\$ 7,197,443	\$ 1,795,430	\$ 6,563,314	91.2%	\$ 7,021,105	\$ 7,156,976	101.9%
Non-Operating Revenues								
Interest	\$ 48,360	\$ 54,623	\$ 8,341	\$ 46,021	84.3%	\$ 58,438	\$ 64,723	110.8%
Intergovernmental Revenue	-	-	1,957	1,957		2,174	7	0.3%
Subtotal	\$ 48,360	\$ 54,623	\$ 10,298	\$ 47,978	87.8%	\$ 60,612	\$ 64,730	106.8%
TOTAL REVENUES	\$ 7,245,803	\$ 7,252,066	\$ 1,805,729	\$ 6,611,292	91.2%	\$ 7,081,717	\$ 7,221,706	102.0%
Operating Expenditures								
Personnel	\$ 758,724	\$ 756,266	\$ 198,497	\$ 747,686	98.9%	\$ 769,223	\$ 766,688	99.7%
Operating Costs	114,352	115,107	19,934	98,251	85.4%	111,117	84,905	76.4%
<i>Solid Waste Services</i>	2,712,231	2,621,801	436,966	2,621,801	100.0%	2,712,231	2,522,865	93.0%
Supplies	43,866	44,282	8,309	17,326	39.1%	46,040	22,788	49.5%
Maintenance	6,800	6,800	1,085	2,243	33.0%	6,800	3,649	53.7%
Professional Services	3,525,574	3,237,574	1,212,281	3,458,881	106.8%	3,515,391	3,070,942	87.4%
Subtotal	\$ 7,161,547	\$ 6,781,830	\$ 1,877,071	\$ 6,946,189	102.4%	\$ 7,160,802	\$ 6,471,838	90.4%
Non-Operating Expenditures								
Other Financing Uses**	\$ 588,411	\$ 685,987	\$ 68,715	\$ 685,987	100.0%	\$ 575,922	\$ 575,922	100.0%
Subtotal	\$ 588,411	\$ 685,987	\$ 68,715	\$ 685,987	100.0%	\$ 575,922	\$ 575,922	100.0%
TOTAL EXPENSES	\$ 7,749,958	\$ 7,467,817	\$ 1,945,786	\$ 7,632,176	102.2%	\$ 7,736,724	\$ 7,047,760	91.1%

*Commercial Garbage and Composting Revenues represent only 11 months of revenue collected.

**Other Financing Uses includes \$285,987 in Operational Transfers and \$400,000 in Capital Projects Transfers for the FY2018 Streets and Alleys Repair Project.

CITY OF ALLEN
Drainage Fund
FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

	Original FY2021 Budget	Revised FY2021 Budget	4th Quarter FY2021 Actual	YTD Actual as of 9/30/21	Percent of Revised Budget	Revised FY2020 Budget	4th Quarter FY2020 YTD Actual	Percent of Revised Budget
<i>Operating Revenues</i>								
Drainage Fees	\$ 1,792,200	\$ 1,792,200	\$ 449,716	\$ 1,660,470	92.6%	\$ 1,740,000	\$ 1,754,799	100.9%
Inspection Fees	70,000	60,000	45	30,669	51.1%	75,000	57,971	77.3%
Subtotal	\$ 1,862,200	\$ 1,852,200	\$ 449,761	\$ 1,691,139	91.3%	\$ 1,815,000	\$ 1,812,770	99.9%
<i>Non-Operating Revenues</i>								
Interest	\$ 21,134	\$ 16,975	\$ 2,241	\$ 12,719	74.9%	\$ 27,705	\$ 27,937	100.8%
Sale of Assets	-	2,174	-	2,174	100.0%	-	-	
Miscellaneous	5,000	5,000	996	1,806	36.1%	5,000	16,806	336.1%
Subtotal	\$ 26,134	\$ 24,149	\$ 3,236	\$ 16,698	69.1%	\$ 32,705	\$ 44,743	136.8%
TOTAL REVENUES	\$ 1,888,334	\$ 1,876,349	\$ 452,997	\$ 1,707,837	91.0%	\$ 1,847,705	\$ 1,857,513	100.5%
<i>Operating Expenditures</i>								
Personnel	\$ 790,954	\$ 719,430	\$ 188,635	\$ 700,250	97.3%	\$ 707,651	\$ 781,227	110.4%
Operating Costs	239,781	239,781	56,947	234,560	97.8%	234,919	217,165	92.4%
Supplies	46,100	46,100	26,617	87,811	190.5%	46,100	55,122	119.6%
Maintenance	198,430	198,430	50,749	235,384	118.6%	168,430	221,552	131.5%
Professional Services	377,513	377,513	55,692	168,201	44.6%	377,513	244,944	64.9%
Subtotal	\$ 1,652,778	\$ 1,581,254	\$ 378,640	\$ 1,426,206	90.2%	\$ 1,534,613	\$ 1,520,011	99.0%
<i>Non-Operating Expenditures</i>								
Other Financing Uses	\$ 416,542	\$ 413,691	\$ 99,095	\$ 413,691	100.0%	\$ 397,221	\$ 397,221	100.0%
Capital	-	-	-	-		789,000	759,839	96.3%
Subtotal	\$ 416,542	\$ 413,691	\$ 99,095	\$ 413,691	100.0%	\$ 1,186,221	\$ 1,157,060	97.5%
TOTAL EXPENSES	\$ 2,069,320	\$ 1,994,945	\$ 477,736	\$ 1,839,897	92.2%	\$ 2,720,834	\$ 2,677,070	98.4%

CITY OF ALLEN
Golf Course Fund
FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

	Original FY2021 Budget	Revised FY2021 Budget	4th Quarter FY2021 Actual	YTD Actual as of 9/30/21	Percent of Revised Budget	Revised FY2020 Budget	4th Quarter FY2020 YTD Actual	Percent of Revised Budget
Operating Revenues								
Green Fees	\$ 2,058,550	\$ 2,258,550	\$ 757,219	\$ 2,513,248	111.3%	\$ 1,719,247	\$ 1,951,896	113.5%
Driving Range	400,900	490,980	184,091	680,060	138.5%	367,802	467,480	127.1%
Lesson Fees	382,000	382,000	94,131	387,839	101.5%	299,910	300,238	100.1%
Concession Sales	241,680	241,680	72,645	219,474	90.8%	179,821	183,415	102.0%
Alcohol Sales	185,500	185,500	70,205	220,105	118.7%	138,600	164,419	118.6%
Retail Pro Shop	140,450	140,450	53,106	162,900	116.0%	104,940	124,197	118.4%
Facility Rental	14,000	4,800	4,500	12,535	261.1%	12,400	7,491	60.4%
Subtotal	\$ 3,423,080	\$ 3,703,960	\$ 1,235,897	\$ 4,196,160	113.3%	\$ 2,822,720	\$ 3,199,136	113.3%
Non-Operating Revenues								
Other Reimbursements	\$ 25,475	\$ 50,775	\$ 30,001	\$ 62,364	122.8%	\$ 28,365	\$ 29,396	103.6%
Operating Transfer In	227,314	227,314	56,829	227,314	100.0%	411,152	411,152	100.0%
Subtotal	\$ 252,789	\$ 278,089	\$ 86,829	\$ 289,678	104.2%	\$ 439,517	\$ 440,548	100.2%
TOTAL REVENUES	\$ 3,675,869	\$ 3,982,049	\$ 1,322,726	\$ 4,485,838	112.7%	\$ 3,262,237	\$ 3,639,684	111.6%
Operating Expenses								
Personnel	\$ 1,900,994	\$ 1,765,276	\$ 508,091	\$ 1,752,598	99.3%	\$ 1,718,489	\$ 1,707,970	99.4%
Operating Costs	520,949	504,543	188,327	484,889	96.1%	428,240	409,818	95.7%
Supplies	191,916	202,991	85,836	210,435	103.7%	196,676	203,080	103.3%
Maintenance	96,391	213,291	65,823	241,844	113.4%	101,301	107,415	106.0%
Professional Service	867,734	865,139	276,468	857,404	99.1%	761,710	567,845	74.5%
Subtotal	\$ 3,577,984	\$ 3,551,240	\$ 1,124,544	\$ 3,547,169	99.9%	\$ 3,206,416	\$ 2,996,128	93.4%
Non-Operating Expenses								
Depreciation	\$ 167,823	\$ 160,000	\$ -	\$ -		\$ 167,823	\$ 162,430	96.8%
Subtotal	\$ 167,823	\$ 160,000	\$ -	\$ -		\$ 167,823	\$ 162,430	96.8%
TOTAL EXPENSES	\$ 3,745,807	\$ 3,711,240	\$ 1,124,544	\$ 3,547,169	95.6%	\$ 3,374,239	\$ 3,158,558	93.6%

CITY OF ALLEN
Economic Development Corporation
FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2021 Budget	Revised FY2021 Budget	4th Quarter FY2021 Actual	YTD Actual as of 9/30/21	Percent of Revised Budget	Revised FY2020 Budget	4th Quarter FY2020 YTD Actual	Percent of Revised Budget
Revenue Source								
Sales Tax*	\$ 9,936,496	\$ 11,205,190	\$ 4,294,145	\$ 11,354,556	101.3%	\$ 9,930,258	\$ 10,671,092	107.5%
Interest on Investments	135,791	149,641	33,517	163,733	109.4%	92,698	147,039	158.6%
Reimbursements	5,000	69,599	-	1,908	2.7%	3,113,194	5,815,284	186.8%
Miscellaneous Revenue	-	-	10,296	12,671		-	-	
Sale of Land	-	-	-	-		1,417,738	1,417,738	100.0%
Other Financing Sources	-	2,295,000	-	2,295,000	100.0%	1,800,000	2,110,000.00	117.2%
TOTAL Revenues	\$ 10,077,287	\$ 13,719,430	\$ 4,337,958	\$ 13,827,868	100.8%	\$ 16,353,888	\$ 20,161,153	123.3%

EXPENDITURES	Original FY2021 Budget	Revised FY2021 Budget	4th Quarter FY2021 Actual	YTD Actual as of 9/30/21	Percent of Revised Budget	Revised FY2020 Budget	4th Quarter FY2020 YTD Actual	Percent of Revised Budget
Org - Character								
<u>Operating Expenditures</u>								
Personnel	\$ 961,240	\$ 918,090	\$ 226,955	\$ 861,219	93.8%	\$ 938,526	\$ 917,303	97.7%
Operating Costs	282,107	302,535	68,724	304,863	100.8%	303,356	278,038	91.7%
Marketing/BRE	233,000	255,000	121,230	248,418	97.4%	246,000	258,714	105.2%
Supplies	8,200	8,200	2,453	7,457	90.9%	5,900	5,189	88.0%
Professional Services	238,264	317,964	44,849	223,498	70.3%	268,805	582,317	216.6%
Capital	-	684,019	-	684,018	100.0%	-	-	
Debt Service	2,315,167	2,322,997	1,416,190	2,401,255	103.4%	17,628,492	3,754,843	21.3%
TOTAL OPERATING	\$ 4,037,978	\$ 4,808,805	\$ 1,880,401	\$ 4,730,729	98.4%	\$ 19,391,079	\$ 5,796,405	29.9%
<u>Non-Operating Expenditures</u>								
Economic Grant Expense	\$ 9,347,638	\$ 9,151,776	\$ 533,464	\$ 5,874,795	64.2%	11,452,853	\$ 11,526,452	100.6%
Revenue Supported Econ Inc.	434,646	277,053	31,985	159,038	57.4%	192,034	-	
TOTAL NON-OPERATING	\$ 9,782,284	\$ 9,428,829	\$ 565,449	\$ 6,033,833	64.0%	11,644,887	\$ 11,526,452	99.0%
TOTAL Expenditures	\$ 13,820,262	\$ 14,237,634	\$ 2,445,849	\$ 10,764,562	75.6%	\$ 31,035,966	\$ 17,322,857	55.8%

*Actual Represents 11 Months Sales Tax Collections

CITY OF ALLEN
Community Development Corporation
FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2021 Budget	Revised FY2021 Budget	4th Quarter FY2021 Actual	YTD Actual as of 9/30/21	Percent of Revised Budget	Revised FY2020 Budget	4th Quarter FY2020 YTD Actual	Percent of Revised Budget
Revenue Source								
Sales Tax*	\$ 9,936,496	\$ 11,205,190	\$ 4,294,145	\$ 11,354,556	101.3%	\$ 9,930,258	\$ 10,671,092	107.5%
Interest on Investments	337,967	337,967	101,211	332,339	98.3%	274,938	377,632	137.4%
Sales of Assets	-	5,550	-	5,550	100.0%	-	-	
TOTAL Revenues	\$ 10,274,463	\$ 11,548,707	\$ 4,395,356	\$ 11,692,445	101.2%	\$ 10,205,196	\$ 11,048,724	108.3%

EXPENDITURES	Original FY2021 Budget	Revised FY2021 Budget	4th Quarter FY2021 Actual	YTD Actual as of 9/30/21	Percent of Revised Budget	Revised FY2020 Budget	4th Quarter FY2020 YTD Actual	Percent of Revised Budget
Org - Character								
<i>CDC Administration</i>								
Operating Costs	\$ 666,463	\$ 2,266,735	\$ 34,961	\$ 402,747	17.8%	\$ 3,013,817	\$ 2,732,239	90.7%
Maintenance	199,809	818,054	84,233	350,942	42.9%	754,616	654,864	86.8%
Professional Services	757,863	926,570	334,084	851,700	91.9%	832,823	744,702	89.4%
Capital	-	-	136,208	136,208		358,173	114,230	31.9%
<i>CDC - Capital Improvement Fund</i>								
Construction in Progress	\$ 11,950,000	\$ 14,968,668	\$ 834,743	\$ 1,731,660	11.6%	\$ 6,545,669	\$ 1,250,888	19.1%
<i>CDC - Debt Service</i>								
Debt Service	\$ 2,413,366	\$ 2,413,366	\$ 2,099,183	\$ 2,412,616	100.0%	\$ 2,410,990	\$ 2,410,239	100.0%
TOTAL Expenditures	\$ 15,987,501	\$ 21,393,393	\$ 3,523,412	\$ 5,885,873	27.5%	\$ 13,916,088	\$ 7,907,162	56.8%

*Actual Represents 11 Months Sales Tax Collections

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION
--

AGENDA DATE:	November 9, 2021
AGENDA CAPTION:	Motion to Cancel City Council Meetings Scheduled for November 23, 2021, and December 28, 2021.
STAFF RESOURCE:	Eric Ellwanger, City Manager
STRATEGIC PLANNING GOAL:	Financially Sound and Transparent City Government.

STAFF RECOMMENDATION

Staff recommends canceling the November 23, 2021 and December 28, 2021, City Council Meetings. The next Council Meeting is scheduled for December 14, 2021.

MOTION

I make a motion to cancel the November 23, 2021 and December 28, 2021, City Council Meetings.

ATTACHMENT

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE:	November 9, 2021
AGENDA CAPTION:	Conduct a Public Hearing and Adopt an Ordinance to Amend the Development Regulations of Planned Development PD No. 108 Office "O", District F, to repeal Ordinance No. 3815-4-21, and to adopt a Zoning Exhibit, Concept Plan, Landscape Plan, and Building Elevations for the Property Generally Located at the Southwestern Corner of the Intersection of Exchange Parkway and Raintree Circle. (Convenience Store with Fuel Sales-905 Exchange Pkwy.)
STAFF RESOURCE:	Marc Kurbansade, Community Development Director
BOARD/COMMISSION ACTION:	<p>The request has been reviewed by the Technical Review Committee.</p> <p>On October 19, 2021, the Planning and Zoning Commission recommended approval of the request.</p>
PREVIOUS COUNCIL ACTION:	<p>Planned Development No. 54 - Approved May, 1993</p> <p>Planned Development No. 108 - Approved October, 2011</p> <p>Planned Development No. 108 - Approved April, 2021</p>
STRATEGIC PLANNING GOAL:	Vibrant Community with Lively Destinations and Successful Commercial Centers.

BACKGROUND

The subject property is generally located at the southwestern corner of the intersection of Exchange Parkway and Raintree Circle. The property to the north across Exchange Parkway is zoned Planned Development No. 108 (PD-108) with a base zoning designation of Mixed Use (MIX). The property to the south is zoned PD-108 with a base zoning designation of Office (O). The property to the west is zoned Planned Development No. 54 (PD-54) with a base zoning designation of Industrial Technology (IT). The property to the east across Raintree Circle is zoned PD-54 with a base zoning designation of Commercial Corridor (CC).

The subject property is currently zoned Planned Development PD-108 with a base zoning district of O. The original PD 108 was adopted in October 2011 and included eight districts (District A-H), of which the subject property is located in District F. Within the original PD-108, the stated Purpose of District F is as follows:

"District F is comprised of the remaining parcels of an area that has primarily been developed out as medical office. The development pattern and general land use type in place is intended to extend into these remaining individual parcels."

In April 2021, a Planned Development Amendment was approved to permit a convenience store with fuel sales and a medical office building on this property. The southern portion of the lot (1.35 acres+/-) was to be occupied by a medical office use, and the remaining northern portion (1.18 acres +/-) was to be occupied by a convenience store with fuel sales use. This horizontally integrated mixed-use development, due to its medical office component, was viewed by staff to meet the Purpose of District F as previously stated.

In order for the medical office portion of the previously approved development to be feasible, the existing surface detention system would need to be reconstructed as a subsurface system. Subsequent to the prior zoning approval, it was determined by the property owner that this subsurface system would not be a cost-effective option. Therefore, the current proposed plan includes the surface detention system remaining in place, which results in the removal of the prior medical office building component of the development.

It is staff's interpretation that the removal of the medical office component of the previously approved mixed-used development sufficiently deviates from the PD-108, District F Purpose. Therefore, staff is recommending denial of this request.

The Concept Plan shows convenience store with fuel station use generally located on the northern half of the subject site, with the southern half of the site primarily serving to provide surface detention. The proposed convenience store and fuel station are currently not permitted in District F; therefore, the applicant is requesting to allow it as a permitted use. The convenience store is a single-story building with a gross floor area of 4,088 square feet, with 21 parking spaces provided, including two accessible spaces. With regard to site access, one access point is proposed from Raintree Circle, and one access point will be provided via a cross access easement to the western adjacent property.

The fuel sales part of the use is included in a canopy design that meets current design standards as detailed in Section 6.06.2 of the Allen Land Development Code. The proposed fuel sales will be provided via six fuel pumps, or 12 individual stations.

The development regulations include a Landscape Plan (Exhibit "C") and Building Elevations (Exhibit "D"). The primary purpose of the Landscape Plan is to depict the proposed plantings in excess of ALDC

requirements surrounding the perimeter of the surface detention pond. Secondly, the Landscape Plan depicts the proposed plantings that are incorporated into the Hike and Bike Trail along Exchange Parkway and the pedestrian sidewalk along Raintree Circle. The Building Elevations provide a general range of architectural features incorporated into the final design of the proposed convenience store.

STAFF RECOMMENDATION

Staff recommends denial.

MOTION

I make a motion to adopt Ordinance No. _____ amending the Development Regulations of District F of Planned Development No. 108 Office for approximately 2.535± acres of land, subject to the Zoning Exhibit, Concept Plan, Landscape Plan, and Building Elevations.

ATTACHMENT

[Ordinance](#)
[Property Notification Map](#)
[Draft Minutes for P&Z 10.19.21](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE ZONING REGULATIONS, AND ZONING MAP, AS PREVIOUSLY AMENDED, BY AMENDING THE REGULATIONS RELATING TO THE USE AND DEVELOPMENT OF LOT 7, BLOCK G, BRAY CENTRAL ONE, LOCATED IN DISTRICT F OF PLANNED DEVELOPMENT “PD” NO. 108 OFFICE “O” AND ADOPTING A ZONING EXHIBIT, CONCEPT PLAN, LANDSCAPE PLAN, AND BUILDING ELEVATIONS; REPEALING ORDINANCE NO. 3815-4-21; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 1. The Allen Land Development Code Zoning Regulations and Zoning Map of the City of Allen, Texas, as amended, be further amended by amending as set forth in Section 2 of this Ordinance the regulations relating to the use and development of Lot 7, Block G, Bray Central One, an addition to City of Allen, Collin County, Texas, according to the plat thereof recorded in Cabinet Q, Slide 111, Plat Records, Collin County, Texas (“the Property”) located in District F of Planned Development “PD” No. 108 Office “O.”

SECTION 2. The Property shall be developed and used only in accordance with the applicable provisions of the Allen Land Development Code, as amended (“ALDC”) and District F of Planned Development “PD” No. 108 as set forth in Ordinance No. 3044-10-11, as amended (collectively “the PD 108 Ordinance”), except to the extent modified by the Development Regulations set forth below:

- A. CONCEPT PLAN:** The Property shall be developed in general conformance with the Concept Plan attached hereto as Exhibit “A” and incorporated herein by reference (the “Concept Plan”).
- B. LANDSCAPE PLAN:** The Property shall be developed in general conformance with the Landscape Plan attached hereto as Exhibit “B” and incorporated herein by reference (the “Landscape Plan”).
- C. BUILDING ELEVATIONS:** The Property shall be developed in general conformance with the architectural style set forth on the Building Elevations attached hereto as Exhibit “C” and incorporated herein by reference (the “Building Elevations”).
- D. PERMITTED USES:** In addition to the uses permitted within District F of Planned Development “PD” No. 108, Block G, Lot 7, as identified on the Concept Plan, may be developed and used as a Convenience store with Fuel Sales.

SECTION 3. Ordinance No. 3815-4-21 is hereby repealed.

SECTION 4. 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 5. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance, or of the Allen Land Development Code, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinance or the Allen Land Development Code, as amended hereby, which shall remain in full force and effect.

SECTION 6. 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 7. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in Allen Land Development Code Zoning Regulations as previously amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense.

SECTION 8. This Ordinance shall take effect immediately from and after its passage and publication of the caption in accordance with the provisions of the Charter of the City of Allen, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 9TH DAY OF NOVEMBER 2021.

APPROVED:

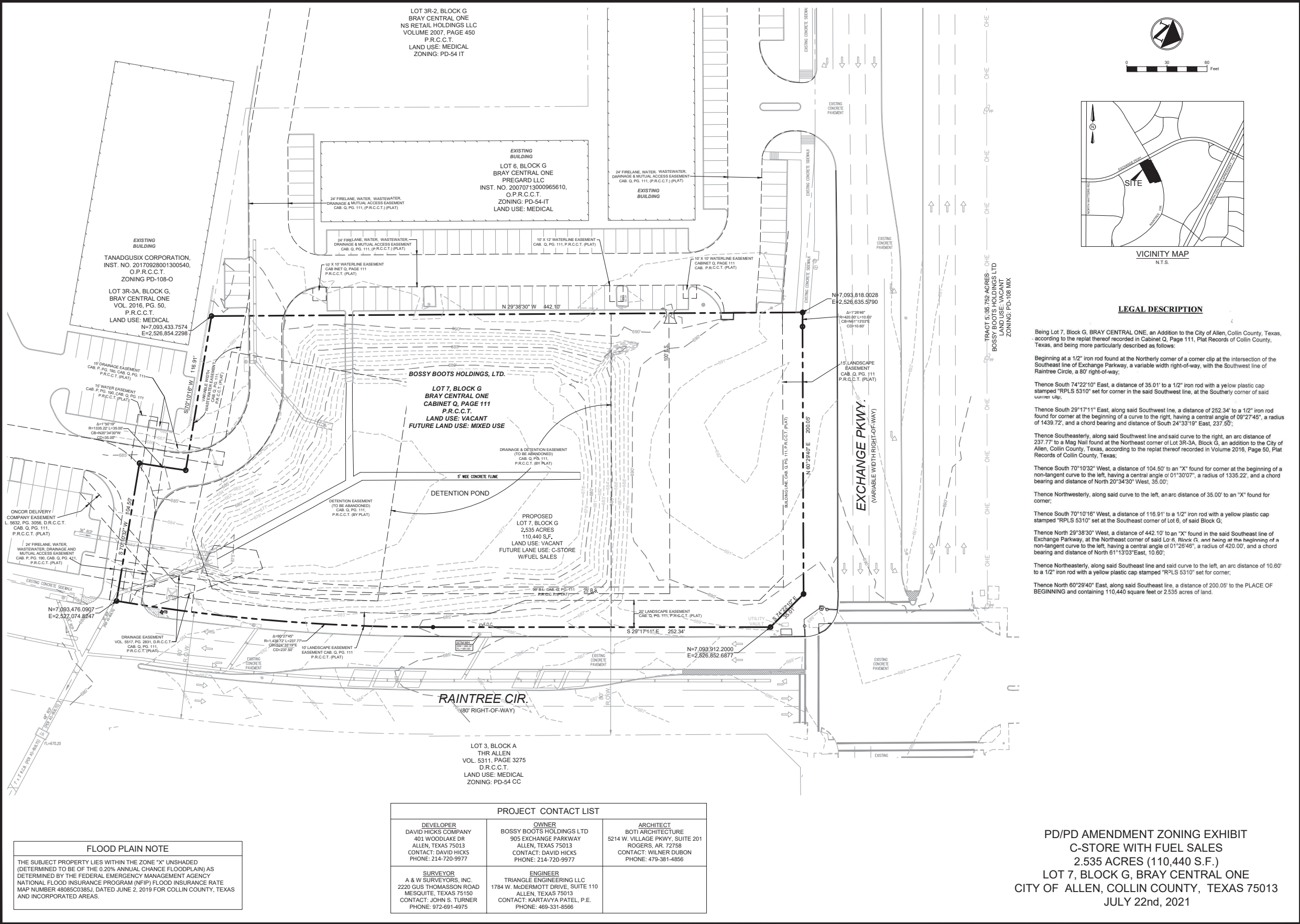
Kenneth M. Fulk, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
(kbl10/19/2021:125525)

Shelley B. George, CITY SECRETARY



TX PE FIRM #11525

TRIANGLE ENGINEERING LLC

T: 469.331.8566 | F: 469.213.7145 | E: info@triangle-engr.com
W: triangle-engr.com | 101784 W. McDermott Drive, Suite 110, Allen, TX 75013

Planning | Civil Engineering | Construction Management

BY	DESCRIPTION	DATE	NO.
KP	1ST PD AMENDMENT SUBMITTAL	07-22-2021	1

07/22/2021

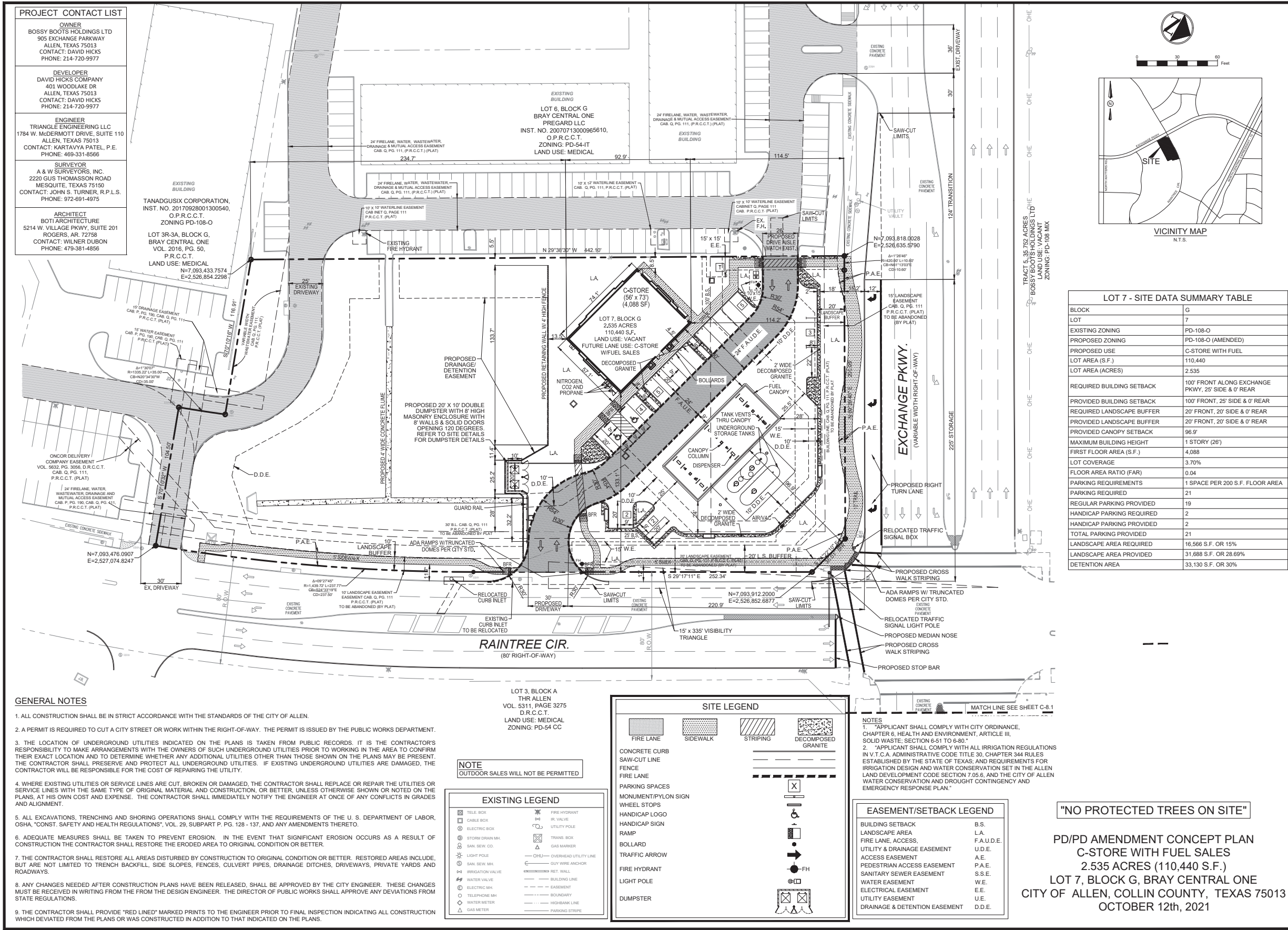
PD AMENDMENT ZONING EXHIBIT

905 EXCHANGE PKWY.
CITY OF ALLEN
COLLIN COUNTY, TEXAS

DATE	PROJECT
07/22/21	121-20

DESIGN	DRAWN
KP	MLM

SHEET #
ZE



TX PE FIRM #11525

TRIANGLE ENGINEERING LLC

T. KARTAVYA S. PATEL
P.E. 97534
W. HANGS-ENG
101794 W. McDERMOTT Drive, Suite 110, Allen, TX 75013

Planning | Civil Engineering | Construction Management

BY DATE NO.

1ST PD AMENDMENT SUBMITTAL	DATE	NO.
2ND PD AMENDMENT SUBMITTAL	DATE	NO.
3RD PD AMENDMENT SUBMITTAL	DATE	NO.

10/12/2021

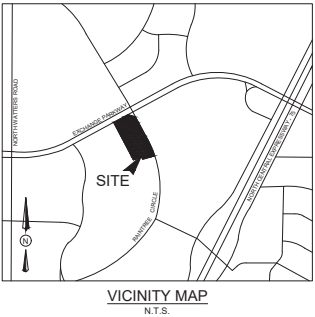
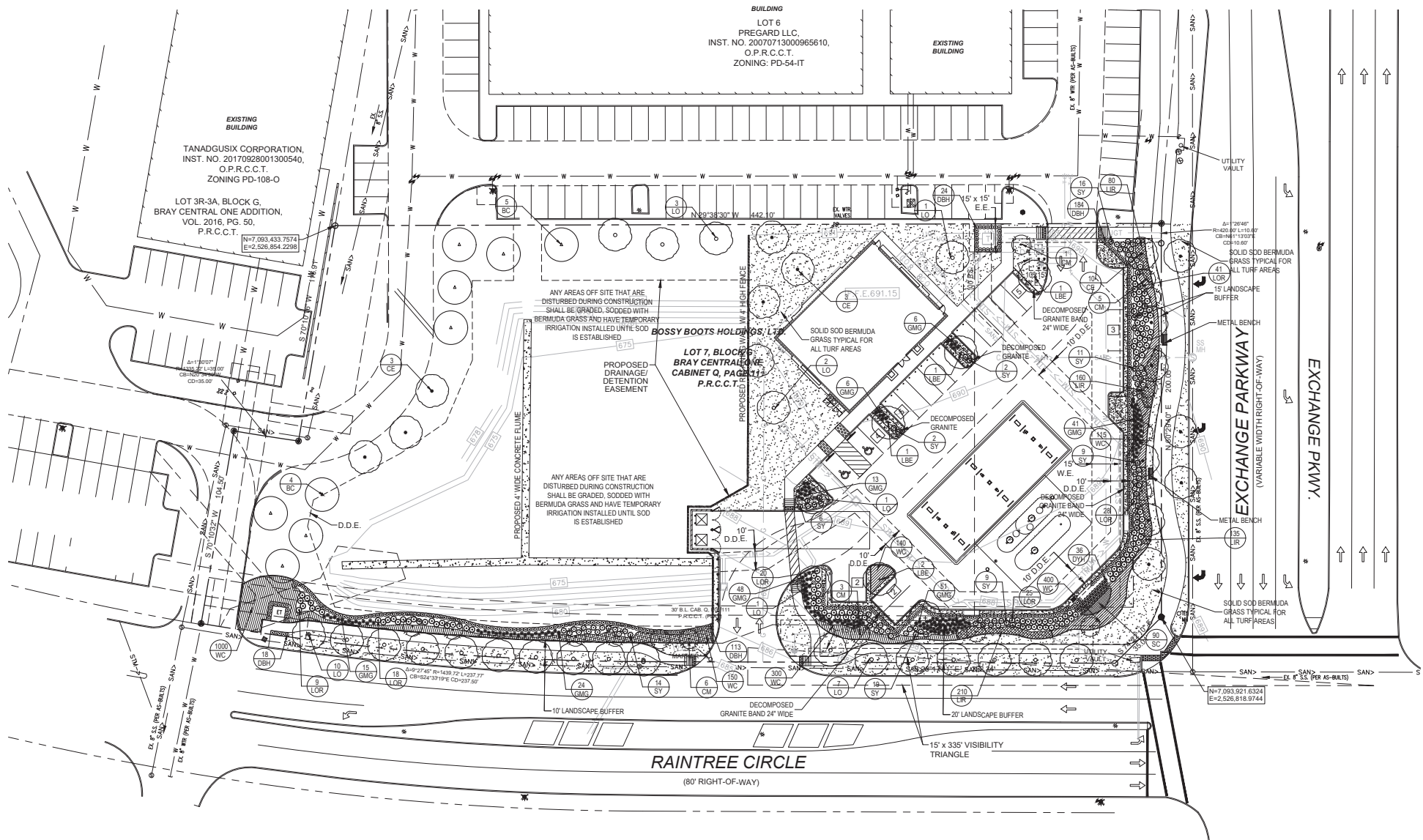
STATE OF TEXAS
KARTAVYA S. PATEL
97534
LICENSED PROFESSIONAL ENGINEER

PD AMENDMENT CONCEPT PLAN

905 EXCHANGE PKWY.
CITY OF ALLEN
COLLIN COUNTY, TEXAS

DATE	PROJECT
10/12/21	121-20
DESIGN	DRAWN
KP	MLM

SHEET #
CP



- LANDSCAPE NOTES**
- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
 - CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
 - CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
 - CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
 - ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
 - ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.
 - ALL LAWN AREAS TO BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

- GENERAL LAWN NOTES**
- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
 - ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
 - ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
 - IMPORTED TOPSOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE REGION, KNOWN AS BOTTOM AND SOIL, FREE FROM LUMPS, CLAY, TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
 - ALL LAWN AREAS TO BE FINE GRADED. IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.
 - ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLOUDS, STICKS, CONCRETE SPOILS, ETC. SHALL BE REMOVED PRIOR TO PLANTING TOPSOIL AND ANY LAWN INSTALLATION.
 - CONTRACTOR SHALL PROVIDE (1") ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

- SOLID SOD NOTES**
- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL DESIRED GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
 - ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
 - ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
 - CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
 - PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
 - ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
 - WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
 - CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
 - CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.
 - SOD INSTALLED DURING DORMANT PERIOD SHALL NOT BE OVER-SEEDED WITH RYE GRASS PER CITY OF ALLEN STANDARDS.

CONVENIENCE STORE
LANDSCAPE TABULATIONS
TOTAL SITE AREA (110,440 s.f.)
Requirements: 15% of total site area to be landscaped

Required	Provided
16,566 s.f. (15%)	31,688 s.f. (28.69%)

STREET FRONTAGE - Raintree Circle (490 l.f.)
Landscape buffer (7,076 s.f.)

Requirements: For lots greater than 100 feet of street frontage, one (1) shade tree per 30 l.f. of street frontage and one (1) ornamental tree for every two (2) shade trees is also required. Landscape buffer can not be more than 50% turf.

Required	Provided
(17) trees	(17) trees
(9) ornamental trees	(9) ornamental trees
3,538 s.f.- 50% max. turf	2,263 s.f.- 31% turf proposed

STREET FRONTAGE - Exchange Parkway (245.7 l.f.)
Landscape buffer (3,398 s.f.)

Requirements: For lots greater than 100 feet of street frontage, one (1) shade tree per 30 l.f. of street frontage and one (1) ornamental tree for every two (2) shade trees is also required. Landscape buffer can not be more than 50% turf.

Required	Provided
(9) trees	(10) trees
(5) ornamental trees	(5) ornamental trees
1,699 s.f.- 50% max. turf	1,290 s.f.- 38% turf proposed

PARKING LOT (21 spaces)
Requirements: One (1) shade tree and one (1) ornamental tree for every 30 parking spaces. No parking space shall be more than 50 feet from any tree. A daylight screen shall be provided by means of shrubs or berm.

Required	Provided
(1) trees, 3" cal.	(7) trees, 3" cal.
(1) ornamental trees	(1) ornamental trees
24" ht. evergreen screen	24" ht. evergreen screen

CORNER LOT
Requirements: Enhanced planting bed area at corner.

Required	Provided
900 s.f.	1,000 sf

THERE ARE NO EXISTING TREES ON SITE

CONVENIENCE STORE
PLANT MATERIAL SCHEDULE

TREES					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
BC	9	Bald Cypress	<i>Taxodium distichum</i>	4" cal.	container, 13" ht., 5" spread, 6" clear straight trunk
CE	16	Cedar Elm	<i>Ulmus crassifolia</i>	4" cal.	container, 13" ht., 5" spread, 6" clear straight trunk
CM	15	Crape Myrtle	<i>Lagerstromia indica</i>	3" cal.	container, 3-5 trunks, tree form
LBE	5	Lacebark Elm	<i>Ulmus parvifolia</i>	4" cal.	container, 13" ht., 5" spread, 6" clear straight trunk
LO	25	Live Oak	<i>Quercus virginiana</i>	4" cal.	container, 13" ht., 5" spread, 6" clear straight trunk
SHRUBS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
DYH	36	Dwarf Yaupon Holly	<i>Ilex vomitoria 'nana'</i>	3 gal.	container, 18" ht., 18" spread
GMG	204	Gulf Muhly Grass	<i>Muhlenbergia capillaris</i>	3 gal.	container full, well rooted
LOR	141	Longestatum	<i>Longestatum chinensis 'Ruby'</i>	3 gal.	container, 20" ht., 20" spread
DBH	339	Dwarf Burford Holly	<i>Ilex cornuta 'Burfordii nana'</i>	5 gal.	container, 24" ht., 24" spread
SY	88	Softleaf Yucca	<i>Yucca recurvifolia</i>	5 gal.	container, 24" ht., 24" spread
GROUNDCOVERS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
LIR	585	Liriope	<i>Liriope muscari</i>	4" pots	container full, well rooted, 12" o.c.
SC	90	Seasonal Color		4" pots	3-5 runners min., 12" o.c.
WC	2105	Purple Wintercreeper	<i>Euonymus fortunei 'Coloratus'</i>	4" pots	solid sod refer to notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

01 LANDSCAPE PLAN
SCALE 1"=30'-0"

LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1784 W. McDERMOTT DR.
SUITE 110
ALLEN, TEXAS 75013
(469) 369-4448
CHRIS@STUDIOGREENSPOT.COM



10.11.2021

PD AMENDMENT CONCEPT PLAN
905 EXCHANGE PARKWAY
CITY OF ALLEN, COLLIN COUNTY, TEXAS

ISSUE:
FOR APPROVAL 07.16.2021
CITY COMMENTS 09.14.2021
CITY COMMENTS 10.11.2021

DATE:
10.11.2021

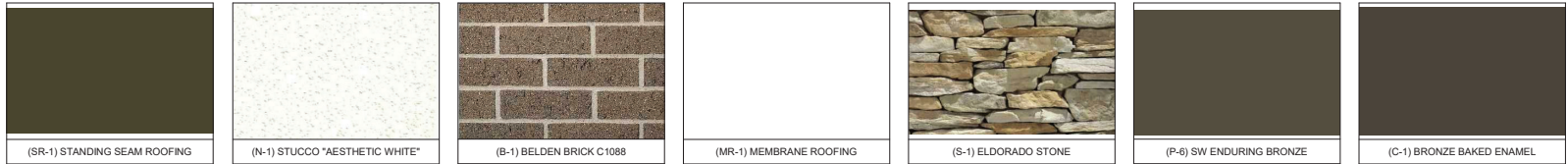
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LANDSCAPE PLAN

SHEET NUMBER:

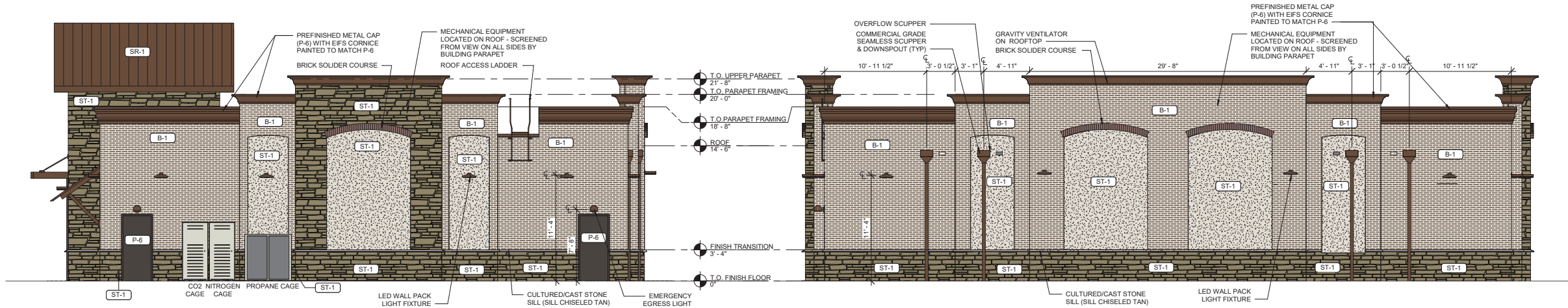
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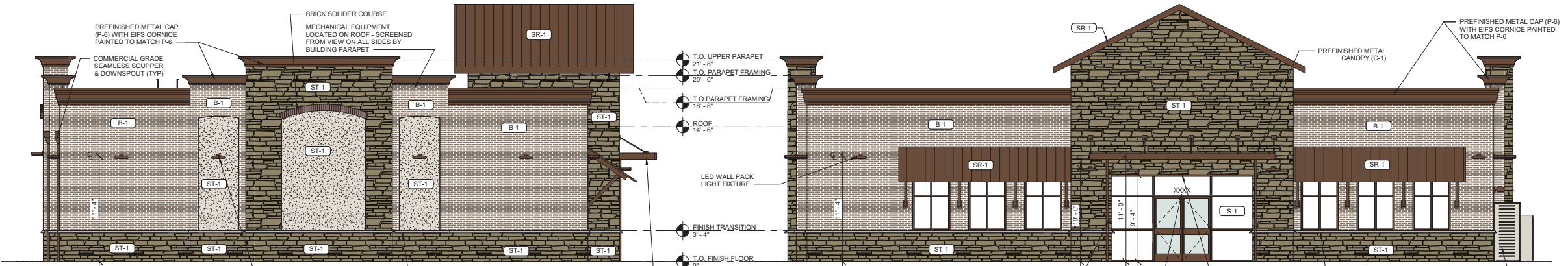


EXTERIOR MATERIALS SCHEDULE			
(NOT ALL MATERIALS IN SCHEDULE ARE USED)			
NO.	MATERIAL	MANUFACTURER	COLOR
MR-1	MEMBRANE ROOFING	DUROLAST	WHITE
C-1	MAPES LUMISHADE CANOPY WITH REAR GUTTER CONNECTION	MAPES	BRONZE BAKED ENAMEL
S-1	ALUMINUM STOREFRONT GLAZING	KAWNEER	451T VG
FC-1	FUEL CANOPY FASCIA	REYNOLBOND	EASTMAN WHITE, PY-25
B-1	BRICK	BELDON	C1088 "B&B BR"
STU-1	STUCCO	MERLEX	PAINTED SW "AESTHETIC WHITE"
P-6	EXTERIOR HOLLOW METAL DOORS, FRAMES, SCUPPERS, DOWNSPOUTS, CANOPIES, CORNICE COPINGS, PARAPET CAPS, EXTERIOR BOLLARDS AND TRASH ENCLOSURE GATES	SHERWIN WILLIAMS	ENDURING BRONZE SW7055
ST-1	BLUFFSTONE NEUTRAL GRAYS, WINE & HINT OF APRICOT	ELDORADO STONE	LA PLATA "BUFFSTONE"
SR-1	STANDING SEAM ROOFING	TBD	



4 REVIEW BOARD ELEVATION - RIGHT
3/16" = 1'-0"

3 REVIEW BOARD ELEVATION - REAR
3/16" = 1'-0"



2 REVIEW BOARD ELEVATION - LEFT
3/16" = 1'-0"

1 REVIEW BOARD ELEVATION - FRONT
3/16" = 1'-0"

Drawings and Specifications as instruments of service are and shall remain the property of the Architect. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the Architect.

Contractor is responsible for confirming and correlating dimensions at job site; the Architect will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the project.

The seal and signature apply only to the document to which they are affixed and we expressly disclaim any responsibility for all other plans, specifications, statements, reports or other documents or instruments relating to or intended to be used for any part or parts of the project.

NOT FOR CONSTRUCTION

12/16/2020

JOB#: 20090
DATE: 12/16/2020
SHEET: R0.2

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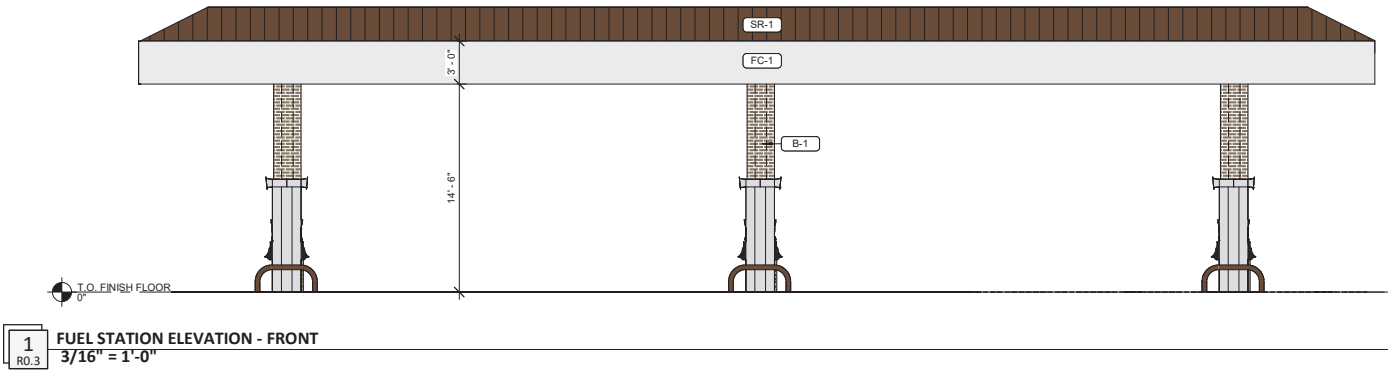
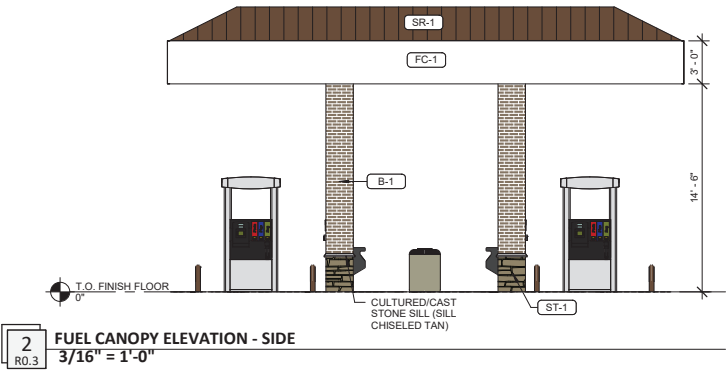
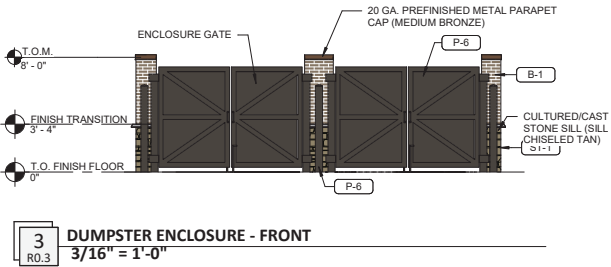
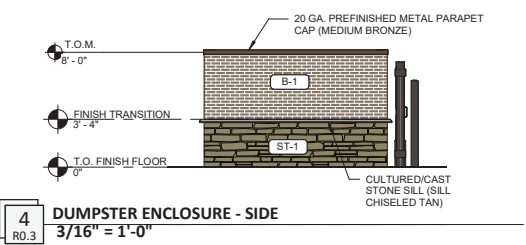
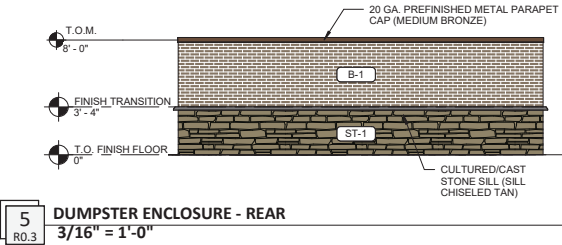
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EXTERIOR MATERIALS SCHEDULE			
(NOT ALL MATERIALS IN SCHEDULE ARE USED)			
NO.	MATERIAL	MANUFACTURER	COLOR
MR-1	MEMBRANE ROOFING	DUROLAST	WHITE
C-1	MAPES LUMISHADE CANOPY WITH REAR GUTTER CONNECTION	MAPES	BRONZE BAKED ENAMEL
S-1	ALUMINUM STOREFRONT GLAZING	KAWNEER	451T VG
FC-1	FUEL CANOPY FASCIA	REYNOBOND	EASTMAN WHITE PY-25
B-1	BRICK	BELDON	C1088 "8621 BR"
STU-1	STUCCO	MERLEX	PAINTED SW "AESTHETIC WHITE"
P-6	EXTERIOR HOLLOW METAL DOORS, FRAMES, SCUPPERS, DOWNSPOUTS, CANOPIES, CORNICE COPINGS, PARAPET CAPS, EXTERIOR BOLLARDS AND TRASH ENCLOSURE GATES	SHERWIN WILLIAMS	ENDURING BRONZE SW7055
ST-1	BLUFFSTONE NEUTRAL GRAYS, WINE & HINT OF APRICOT	ELDORADO STONE	LA PLATA "BUFFSTONE"
SR-1	STANDING SEAM ROOFING	TBD	

REV. #	DATE	DESCRIPTION
PROTO:10-23-2019 (2019-02)		

C-STORE W/FUEL STATION #41360
EXCHANGE PARKWAY & RAIN TREE CIRCLE
ALLEN, TX 75013

REVIEW BOARD ELEVATIONS



Drawings and Specifications as instruments of service are and shall remain the property of the Architect. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the Architect.

Contractor is responsible for confirming and coordinating dimensions at job site; the Architect will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the project.

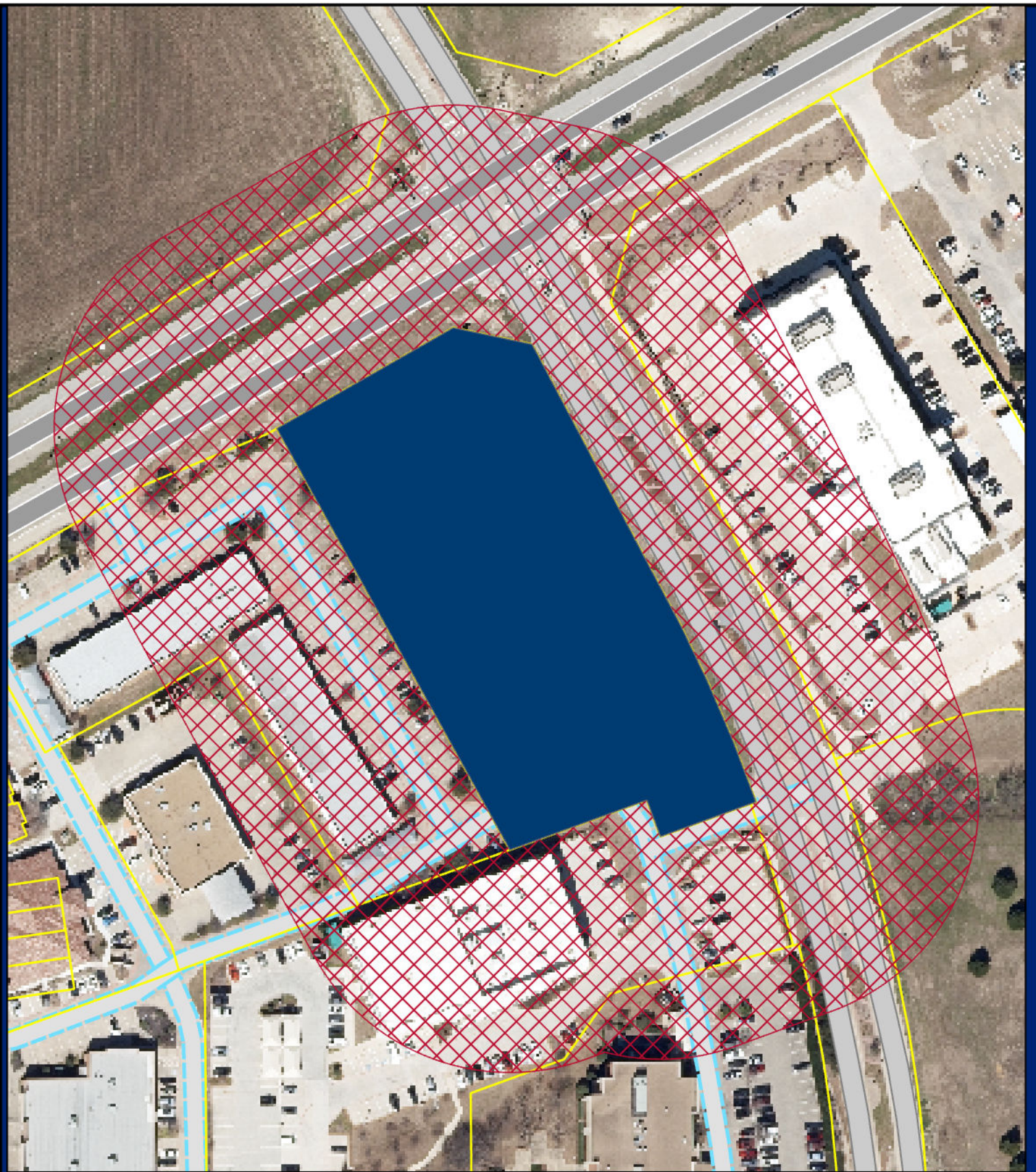
The seal and signature apply only to the document to which they are affixed and we expressly disclaim any responsibility for all other plans, specifications, estimates, reports or other documents or instruments relating to or intended to be used for any part or parts of the project.

NOT FOR
CONSTRUCTION

12/16/2020

JOB#: 20090
DATE: 12/16/2020
SHEET:




R0.3

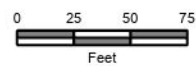


Public Notification Map

**Convenience Store
with Fuel Sales
905 W. Exchange Pkwy.**

Map Legend

-  CollinCAD Parcels
-  200' Buffer
-  Railroad



Community Development - Planning

Date Saved: 9/29/2021

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



October 19, 2021 Planning and Zoning Commission Meeting Minutes

Conduct a Public Hearing and Consider a Request to Amend the Development Regulations of Planned Development PD No. 108 Office "O", District F, to repeal Ordinance No. 3815-4-21, and to adopt a Zoning Exhibit, Concept Plan, Landscape Plan, and Building Elevations Relating to the Use and Development of Lot 7, Block G, Bray Central One, Generally Located at the Southwestern Corner of the Intersection of Exchange Parkway and Raintree Circle. (ZN-072321-0013) [Convenience Store with Fuel Sales-905 Exchange Pkwy]

Mr. Kurbansade presented the item to the Commission and noted that staff is recommending denial of the agenda item.

David Hicks, Applicant, 401 Woodlake Drive, Allen, TX, gave a brief overview of the project, and requested the Commissioners to approve the request as presented.

Chair Trahan opened the public hearing.

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

The Commission discussed the following:

- The change in current land use;
- Detention pond; and
- The permitted land uses in District F.

Motion: Upon a motion by Commissioner Wright, and a second by 1st Vice-Chair Metevier, the Commission voted 5 IN FAVOR, and 0 OPPOSED to recommend approval of the request to Amend the Development Regulations of Planned Development PD No. 108 Office "O", District F, to repeal Ordinance No. 3815-4-21, and to adopt a Zoning Exhibit, Concept Plan, Landscape Plan, and Building Elevations Relating to the Use and Development of Lot 7, Block G, Bray Central One, Generally Located at the Southwestern Corner of the Intersection of Exchange Parkway and Raintree Circle, as presented.

The motion carried.

ATTENDANCE:

Commissioners Present:

Ben Trahan, Chair
Dan Metevier, 1st Vice-Chair
Brent Berg
Jason Wright
Kenneth Cook

Commissioners Absent:

Elias Shaikh, 2nd Vice-Chair
Michael Smiddy

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION
--

AGENDA DATE:	November 9, 2021
AGENDA CAPTION:	Authorize the City Manager to Execute a Meet and Confer Agreement with The Allen Police Association.
STAFF RESOURCE:	Eric Strong, Deputy City Manager
PREVIOUS COUNCIL ACTION:	The City Council voted 6-1 to authorize the Meet and Confer process on February 26, 2019.
STRATEGIC PLANNING GOAL:	Safe and Livable Community for All.

BACKGROUND

In February of 2019, the Allen City Council voted on a petition that was submitted by the Allen Police Association (APA). The petition sought to have the APA recognized as the sole and exclusive bargaining agent for the members of the City of Allen Police Department and authorized staff to proceed with the Meet and Confer process pursuant to Subchapter B, Chapter 142 of the Teas Local Government Code.

After having met with the APA leadership two times, City Staff has successfully reached an agreement in principle in regard to Meet and Confer. The proposed agreement is attached to this correspondence. The major points of this deal are summarized below:

1. The agreement takes effect immediately, with the exception of items that cost money. Those items will be implemented mid-year if budget projections support the funding of those items (as determined by City Management). If budget projections do not support funding those items, they will be implemented on October 1, 2022, pending budget approval by the City Council.
2. We have agreed to continue our pay strategy that has been in effect for several years, with one exception. We will still gather market data and implement market-based increases on October 1st of each year. However, since other agencies are doing the same thing, we will bump the market rate up by 2% to factor in the raises that other agencies will be receiving in October. This 2% pay bump will cause a one time cost increase for the city in order alter the benchmark we compare to. However, this ensures that we don't immediately fall behind in pay.
3. We have agreed to implement a "shift differential" pay of \$200 per month. Any officer that is regularly working the night shift during the month will receive this extra pay.
4. We have agreed to implement an "educational pay" program. Officers with certain degrees will be compensated an extra monthly stipend for those degrees.
5. We have agreed to a stipend of \$100 per month for members of the SWAT team.

The full agreement is attached for your review. The APA has voted on the attached agreement, and voted 102-0 (out of 137 eligible voters) in favor of the proposed agreement.

BUDGETARY IMPACT

Estimated recurring costs are \$120,000, in addition to a one time expense of approximately \$250,000. Funds will come from General Fund Revenues.

STAFF RECOMMENDATION

Staff recommends that the City Council Authorize the City Manager to Execute a Meet and Confer Agreement with The Allen Police Association.

MOTION

I make a motion to authorize the City Manager to execute a Meet and Confer Agreement with The Allen Police Association.

ATTACHMENT

[Allen Police Meet and Confer Proposed Agreement](#)

MEET AND CONFER AGREEMENT
BETWEEN
THE CITY OF ALLEN, TEXAS,
AND
THE ALLEN POLICE ASSOCIATION

October 1, 2021

Through

September 30, 2024

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THIS AGREEMENT (as defined below) is entered into in Collin County, Texas, by and between the Allen Police Association and the City of Allen, Texas, a Texas home rule municipal corporation. The Parties agree as follows:

ARTICLE 1 – DEFINITIONS

The following terms, abbreviations, and acronyms shall have the meanings stated below whenever referenced or used throughout this Agreement:

- **Agreement** shall mean this Meet and Confer Agreement effective for the period of October 1, 2021 through September 30, 2024.
- **Association** shall mean the Allen Police Association (APA) or any other successor organization or entity duly authorized to represent Police Officers, as defined herein.
- **City** shall mean the City of Allen, Texas.
- **Market Data** shall mean the City’s Compensation Plan Administration—Sworn Positions (June 2014), attached hereto as Exhibit 1.
- **M&C** shall mean the Meet and Confer process as defined by Subchapter B of Chapter 142 of the Texas Local Government Code, as amended.
- **Parties** shall mean the City of Allen and the Allen Police Association.
- **Police Officers** shall mean permanent, full-time Police Department personnel employed in the rank of Lieutenant, Sergeant, Corporal, and Police Officer. It shall also include full-time Police Department personnel employed in any other sworn rank created during the term of this Agreement below the rank of Deputy Chief.
- **TLGC** shall mean the Texas Local Government Code, as amended.

ARTICLE 2 – AUTHORITY, RECOGNITION, AND DURATION

Section 1. Authority

The City and the Association have voluntarily met and reached agreement on the conditions set out in this Agreement pursuant to the provisions of the TLGC, Chapter 142, Subchapter B. To the extent that this Agreement is in conflict with any provision in General Orders 300 (Complaints and Discipline), 1600 (Career Development), 1700 (Hiring) and 3700 (Promotion), all as may hereafter be amended, the provision of the foregoing General Orders specifically shall control. Moreover, other terms and conditions of employment for City employees also shall apply to all Police Officers, except to the extent of any conflict with this Agreement.

Section 2. Recognition

The City recognizes the Association as the sole and exclusive M&C agent for all covered Police Officers, pursuant to Section 142.053 of the TLGC.

Section 3. Duration

This Agreement shall be effective beginning October 1, 2021 (the “Commencement Date”), upon ratification by the covered employees pursuant to a vote conducted by the Association and upon approval of the City by its City Council, in accordance with Chapter 142 of the TLGC; however, in the event the City Manager in his sole discretion determines that midyear budget projections dictate a later commencement date, then certain provisions contained in this Agreement shall commence as of such date, as specifically referenced in such provisions. This Agreement shall expire at midnight, September 30, 2024, unless extended by written, mutual agreement.

The City presently intends to continue this Agreement each fiscal year through its term, and to fully and promptly perform all of the obligations of the City under this Agreement. All obligations of the City shall be paid only out of current revenues, reasonably anticipated and appropriated for such purpose by the City Council, in compliance with the Texas Constitution, Article XI, Sections 5 and 7. In the event that the City cannot meet any of its funding obligations, as provided in the Texas Constitution, this entire Agreement becomes null and void.

In the event the City Council fails to appropriate funds in any fiscal year of this Agreement in an amount sufficient to meet any City obligations hereunder, this Agreement shall terminate and shall be null and void in its entirety on the first date that such funding is not met pursuant to this Agreement.

If at any time during the term of this Agreement, or any extension thereof, the electorate of the City subjects the City to a rollback election; and, as a result of such rollback election, the City suffers a reduction in revenues due to a reduction in the tax rate, the City agrees to reopen the salary and other compensation provisions of this Agreement for the purpose of renegotiating the same. If sixty (60) calendar days after these negotiations begin, no agreement has been reached, this Agreement shall terminate and be null and void in its entirety if approved by the City Council.

Section 4. Complete Agreement

This Agreement constitutes the entire Agreement between the City and Association; and no party is bound by any contract, condition, or stipulation, understanding or representation not contained herein. It is understood and agreed that this Agreement may only be amended in writing by mutual consent of the City and the Association.

Section 5. Applicability

Unless otherwise specified, this Agreement applies to all Police Officers employed by the City, excluding the Police Chief and any Assistant Police Chiefs or Deputy Police Chiefs.

ARTICLE 3 – BASE SALARY

Section 1. Wages

Subject to all the other provisions of this Agreement, the wages of the Police Officers covered by this Agreement shall be paid during the term of this Agreement, in accordance with the wage rates, terms, and conditions described in the City's Market Comparison Analysis, as reflected in the existing Police Pay Plan. In the event the Police Department is authorized to create any additional sworn rank, the Parties shall meet to discuss an amendment to this Agreement specifying the salary for such rank.

Section 2. Effective Start Date of Pay Plan

Each Police Officer's base salary will be adjusted according to the Police Pay Plan. This adjustment will be reflected on the first paycheck subsequent to the effective date of the Police Pay Plan.

Section 3. Market Comparison Analysis

City staff will update the City's Market Comparison Analysis once each fiscal year. The results of each Analysis will be shared with Association leadership. Based upon such Analysis, the City shall update its Pay Plan for each step and grade to reflect market plus two percent.

ARTICLE 4 – ADDITIONAL PAY

Any Police Officer shall be eligible for additional pay, such as certification, education or assignment pay, pursuant to the terms outlined in the City's Personnel Policies and Procedures, the Department's General Orders, and as may be mandated by the Texas Commission on Law Enforcement.

ARTICLE 5 – SHIFT DIFFERENTIAL

Effective March 1, 2022, any Police Officer regularly scheduled to work Patrol B Shift (currently 4:00 p.m. to 4:00 a.m.), Patrol C Shift (currently 6:00 p.m. to 6:00 a.m.) and Evening Traffic Shift (currently 3:00 p.m. to 3:00 a.m.), shall be paid a shift differential at the rate of \$200 per month, on a biweekly schedule. After the effective date of this Article, any shift that is regularly scheduled to work after 2:00 p.m. and prior to 4:30 a.m. shall be entitled to the aforementioned shift differential pay.

ARTICLE 6 – EDUCATION PAY

Section 1. Education Pay

Effective March 1, 2022, any Police Officer covered under this Agreement and who has completed his/her new hire probationary period shall be eligible for Education Pay according to the degree held at the following compensation, once verified by the Police Chief or designee in writing to Human Resources:

- Associates \$50/month
- Bachelors \$75/month
- Masters \$100/month

Section 2. Eligibility

To be considered for Education Pay, a Police Officer must submit his/her diploma and/or transcript verifying completion of the degree requirements. The Police Chief or designee shall make the final decision as to the recognition of the degree and holds the discretion to approve only those degrees obtained from a nationally and/or regionally accredited institution and recognized by the appropriate state agencies. Should there be any disagreement as to the eligibility of the degree; the Police Chief shall make the final decision. Police Officers with multiple degrees shall not be eligible for Education Pay simultaneously. When a new degree is earned, Education Pay for that degree shall be effective the first, full pay period following submittal of written verification of the degree.

Section 3. Payment Rate and Schedule

Education pay shall be at the rates established in Section 1 of this Article and shall be paid on the first paycheck of every month.

ARTICLE 7 – SWAT PAY

Effective March 1, 2022, any Police Officer who has been duly appointed by the Police Chief to serve on the Department's SWAT team shall be paid \$100 per month while so serving, on a biweekly schedule.

ARTICLE 8 – NO STRIKE/NO LOCKOUT

During the term of this Agreement, all members of the Association agree that it shall not cause, counsel or permit its members to strike, slow down, disrupt, impeded or otherwise impair the normal functions of the Police Department. The City agrees that it will not authorize, encourage or otherwise support any lockout.

ARTICLE 9 – BULLETIN BOARDS

Section 1. Bulletin Board Space

The Association shall be permitted to maintain, at its cost, at the Allen Police Department Headquarters, 205 W. McDermott Drive, one (1) bulletin board to be used exclusively for association business. This bulletin board shall be allowed by the City, and the City and the Association mutually agree the bulletin board shall be consistent with the decor of the building, and located in a suitable location easily accessible to the employees for the purpose of posting notices of interest to members of the Association. The City will not allow the use of the bulletin board on any premises of the Police Department by any other employee organization, unless such employee organization is otherwise authorized to represent Police Officers, as defined herein.

Section 2. Indemnification of City

The Association shall defend the City and hold the City harmless against any and all claims, demands, suits or other forms of legal action that may arise out of, or by reason of, any actions taken by the City, or any employee of the City in complying with the provisions of this Article. The Association and City shall jointly select and direct counsel retained for such defense, and the Association shall further assist and cooperate with the City during said defense.

Section 3. Maintenance of Posted Materials

The Association shall be responsible for maintaining all posted materials and shall ensure that all posted materials are compliant with any and all City policies relating to public postings. The City shall have the authority to remove any posted materials that are non-compliant with said policies.

ARTICLE 10 - PAYROLL DEDUCTION OF DUES

Section 1. Payroll Deduction of Dues

The City shall deduct, in a manner consistent with the current pay schedule, dues in an amount certified to be current by the Secretary/Treasurer of the Association, from the pay of those members of the Association who individually request, in writing, that such deductions be made. The total amount of deductions and a list of each member's total deduction shall be remitted by the City to the Secretary/Treasurer of the Association within fifteen (15) business days. Such deductions may occur for Association membership, Texas Municipal Police Association (TMPA) membership, or both. The City shall not authorize payroll deductions for membership dues on behalf of any other employee organization, unless such employee organization is otherwise duly qualified to represent Police Officers, as defined herein.

Section 2. Indemnification of City

The Association shall defend the City and hold the City harmless against any and all claims, demands, suits or other forms of legal action that may arise out of, or by reason of, any actions taken by the City, or any employee of the City in complying with the provisions of this Article.

The Association and City shall jointly select and direct counsel retained for such defense, and the Association shall further assist and cooperate with the City during said defense.

Section 3. Authorized Changes

The deduction amount shall remain constant until the City is notified in writing by the Secretary/Treasurer of the Association to change the amount. The Association may change the amount of the deduction with thirty (30) calendar days' notice to the City in writing. Members of the Association who wish to voluntarily initiate, or withdraw, authorization for deductions must personally sign the appropriate form as required by the City. The City shall forward to the Secretary/Treasurer of the Association all authorizations or cancellations of voluntary deductions by members of the Association.

ARTICLE 11 – APA COMMUNICATIONS

When the Association has questions and/or issues regarding operational matters, including personnel matters, the Association shall make a reasonable effort to address those issues to departmental management. Further, in the event the City posts the Police Chief position for hiring, the Association may request a meeting with the City Manager to discuss the attributes and qualifications of a new Police Chief.

ARTICLE 12 – MANAGEMENT RIGHTS

Section 1. Department Management

Except as provided for by State or Federal law, or Departmental General Orders approved by the City Council, or as expressly modified, delegated, or abridged by the provisions of this Agreement, the City shall retain the sole, exclusive, and vested right, prerogative, power and authority to manage the Departments and the workforce in the Departments in all respects, including, but not limited to:

1. the right to hire, train, promote, demote, discipline, suspend, discharge, reprimand, assign, reassign, transfer, retain, or lay off employees;
2. the right to establish, eliminate, or modify the qualifications and minimum requirements for hiring, training, promotions, transfers, and job assignments and reassignments;
3. the right to establish, eliminate, classify, reclassify, or modify the number and types of positions and job classifications;
4. the right to assign and direct the work of Officers, including the scheduling and assignment and reassignment of duties, responsibilities and hours of work;
5. the right to establish, eliminate, or modify the methods, processes, means and personnel by which operations are to be carried out;

6. the right to establish, eliminate, modify, review, and enforce rules and standards governing job performance, personal conduct and appearance, uniforms and equipment, safety, training, education, attendance, efficiency, discipline, and hear and adjudicate grievances;

7. the right to establish, abolish, or modify processes and procedures for investigating and reviewing Officer conduct and complaints, relating to that conduct; and

8. the right to determine the wages, salaries, rates of pay, hours of work, and other terms of employment of the Officers and employees in the Department.

Section 2. Management Rights Retained

Except as provided for by State or Federal law, or Departmental General Orders approved by the City Council, or as expressly modified, delegated, or abridged by the provisions of this Agreement, the exclusive rights and prerogatives of management not expressly mentioned or described by this Article are nevertheless retained by the City and are not to be interpreted as having been diminished, waived, or ceded in any respect. If this Agreement does not, by its terms, expressly and specifically restrict, modify, or abridge a particular right or prerogative of management, then the City retains such right or prerogative of management, solely and exclusively subject to State or Federal law.

ARTICLE 13 – SAVINGS CLAUSE, PREEMPTION, AMENDMENT AND REPEAL

Section 1. Savings Clause

If any provision of this Agreement is rendered invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement, which shall continue to be in full force and effect for the duration of the Agreement, and the Parties shall meet as soon as possible to attempt, in good faith, to agree on a substitute provision. If the Parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until Meet and Confer negotiations are resumed. The thirty (30) day deadline may be extended by mutual agreement by the Parties. To this end, the provisions of this Agreement are severable. This Agreement may only be amended by written mutual agreement.

Section 2. Preemption Provision

The provisions of this Agreement shall preempt the provisions of any state statute, local ordinance, or rule, which are in conflict herewith, except to the extent noted in Article II of this Agreement. This preemption provision is authorized by Section 142.067 of the TLGC.

Section 3. Amendments

This Agreement may not be changed or altered in any manner except by mutual written agreement. The Parties agree that upon mutual agreement additional provisions may be negotiated and added as Amendments or as a Restated Agreement. Any Amendments of this Agreement shall be in writing, shall contain an effective date, and shall be dated and signed by authorized representatives

of the respective Parties. All Amendments shall be ratified in the same manner as provided by state law for original ratification.

Section 4. Repeal

Notwithstanding any provision herein to the contrary, subject to the thirty (30) day negotiation period referenced in this Section, this Agreement shall be deemed repealed and of no further force and effect in the event that the City, through citizen initiative, ordinance or by other means, adopts or otherwise enacts any provision granting to any Police Officers, as defined herein, any property right, due process or "just cause" right or interest in their employment with the City; however, the Association and the City shall have thirty (30) days following either (i) the date of canvassing of said election or (ii) the enactment of a provision referenced herein during which thirty (30) day period the Parties may attempt to negotiate a new M&C agreement or amendment(s) to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals by their duly authorized representatives, to be effective on the ____ day of _____, 2022.

CITY OF ALLEN, TEXAS

ALLEN POLICE ASSOCIATION

By: Eric Ellwanger,
City Manager

By: Mario Dmytrus,
President

ATTEST:

ATTEST:

Shelley George, City Secretary

_____, Secretary

EXHIBIT 1

Compensation Plan Administration – Sworn Positions

(June 2014; Amended October 1, 2021)

Compensation Philosophy

The City of Allen's compensation philosophy is to provide an attractive, competitive, flexible and market- based total compensation program tied to performance and aligned with the City's goals and vision. The objective is to recruit and retain the high caliber of employees necessary to deliver sustained high performance to our customers and community.

Market Cities

Addison, Carrollton, Denton, Farmers Branch, Frisco, Garland, Lewisville, McKinney, Mesquite, Plano, Richardson.

Methodology

Data from the market cities will be used to compile and evaluate the following benchmarks for each sworn classification:

- **Minimum Pay** is the minimum base pay in the specific classification range.
- **Midpoint** is the average of each classification's Minimum Pay and Maximum Pay.
- **Maximum Pay** is the maximum base pay in the specific classification range.

Once the market city data is gathered, a table will be created listing Allen's pay range for each classification and the corresponding market city pay ranges. There will be instances where a comparison city does not have a match for a specific position. In this event, no market data will be entered for that market city. Market data collected will include:

- The minimum pay, calculated midpoint, and maximum pay annualized for each rank.
- An 'average' for the minimum pay, calculated midpoint, and maximum pay for each rank. This is a straight average with no weighting or other calculations.
-

The Firefighter/Paramedic classification creates some complexity when making comparisons. Allen is in the minority of communities in the way we compensate individuals who are both a firefighter and a paramedic. Most communities pay a base salary for being a firefighter and an additional assignment pay to their paramedics. Since Allen requires all firefighters to also be paramedics, we do not provide paramedic assignment pay in the firefighter classification. To accurately compare Allen's compensation for Firefighter/Paramedic, we have to compare our pay to:

- The pay for Firefighter/Paramedic when the comparison market city combines the pay as Allen does (currently Addison and Frisco) or,
- The comparison market city's base pay for firefighter plus their paramedic assignment

pay. Since some cities have a graduated paramedic pay based on length of service, we will utilize the 'average' paramedic pay for those market cities.

- Some market cities require a recruit period as part of the Firefighter/Paramedic range. These will be evaluated, and the Minimum Pay may be determined to be above the market city's first step in rare instances (currently Garland).

In developing a market adjustment recommendation, we compare Allen's maximum salary in each classification to the average maximum salary. The maximum pay step will be adjusted to the average maximum salary. Each lower step in that classification will be derived by multiplying the higher step by .96, to provide for a 4% difference between the steps. This process continues downward through the steps until the result is near the comparison city minimum pay average for that classification. If the final step (minimum pay) falls below market average, the entry step (minimum pay) may be reviewed/adjusted on a case-by-case basis.

If the new average maximum salary or corresponding minimum pay step falls below the existing Allen maximum or minimum steps, the salary range will not be adjusted.

When market results from different ranks vary, the market comparison based on the straight average will be used. As a result, each rank may receive different adjustments based entirely on the market data.

Step Plan

Employees assigned to a step pay plan will be eligible to move a single step on an annual basis provided their performance warrants advancement. Performance expectations will remain high and an employee will earn the annual one-step advancement provided they meet these high expectations. Movement is via merit, not automatic. The length of time it takes an employee to move through the range will align with market further increasing Allen's competitiveness. This entails the reduction of the number of steps in the Firefighter pay range to six steps and the Police Officer pay range to seven steps with a 4% differential between the steps.

A single step plan is effective provided high standards of performance are clearly communicated and consistently applied. Employees meeting these high expectations move one step within their classification on their anniversary date. No employee receives an increase based solely on time in grade. An employee whose performance or behavior dropped below expectations (but not significantly enough to necessitate termination) will not be eligible for a step movement for that year.

Lump Sum Payment

Since we are retaining the requirement to perform at a high level to advance through a range, it is fitting that we also retain the ability to award a lump sum to deserving employees who have reached the top of their range. The award amount will be determined as part of the annual budget process.

Administration & Maintenance of Compensation Plans

All provisions of the City's Compensation Plan are governed by the financial condition of the City of Allen, subject to bi-annual review and authorization by the City Manager and City Council. The City's Human Resources Department reviews market data annually with bi-annual adjustments, as needed, based on funding. A combination of market surveys and internal equity are reviewed to maintain the City's Compensation Plans as a competitive tool for the City. Human Resources will work with the Fire Department and Police Department staff to review the market data and corresponding bi-annual adjustments or modifications to position ranges and/or steps that may result from these periodic local market surveys, internal studies, and/or economic conditions.

The proposed process addresses employee issues and will make our compensation and related methodology more consistent with communities with whom we compete for employees. The process will afford both policy makers and employees a clearly defined process that generates an objective and transparent market analysis. The process retains the flexibility to react to changing economic conditions while avoiding the annual uncertainty and frustrations associated with our current methods. This is an opportune time to make the necessary adjustment to our compensation practices. Doing so will more closely align Allen with our comparison cities and establish a transparent system to remain competitive going forward.