



**AGENDA
CITY OF ALLEN
CITY COUNCIL REGULAR MEETING
TUESDAY, FEBRUARY 8, 2022 – 7:00 PM
CITY COUNCIL CHAMBERS
ALLEN CITY HALL
305 CENTURY PARKWAY
ALLEN, TX 75013**

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

2. Pledge of Allegiance.

3. Public Recognition.

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

3.1 Citizen's Comments.

3.2 Presentation of Proclamations by the Office of the Mayor.

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

4. Consent Agenda.

[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 January 25, 2022, Regular City Council Meeting.

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

4.3 Adopt a Resolution Authorizing the City Manager to Apply For, Accept, Reject, Alter, or Terminate a Grant from the State of Texas, Office of the Governor, to Fund an Additional Crime Victim Advocate Position.

4.4 Adopt a Resolution Authorizing the City Manager to Apply For, Accept, Reject, Alter, or Terminate a One-Year Grant from the State of Texas, Office of the Governor, to Continue Funding a Mental Health Coordinator.

4.5 Award Bid and Authorize the City Manager to Execute a Contract with Dowager Utility

Construction, Ltd., for the US 75 and Ridgeview Utility Adjustment Project in the Amount of \$236,035.

- 4.6 Authorize the City Manager to Execute a Contract with Arredondo, Zepeda & Brunz, LLC, for Design of the Rowlett Trail Extension-North Section in the Amount of \$393,075.
- 4.7 Authorize the City Manager to Purchase a Special Weapons and Tactics (SWAT) Vehicle for the Police Department in the Amount of \$257,600.
- 4.8 Receive the Quarterly Financial Report for Period Ending December 31, 2021.
- 4.9 Receive the Quarterly Investment Report for Period Ending December 31, 2021.

5. Regular Agenda.

- 5.1 Conduct a Public Hearing and Adopt an Ordinance to Amend the Development Regulations of Planned Development No. 56 with a Base Zoning of Shopping Center to allow “Restaurant (with drive-in or drive-through)” as a Permitted Use and to Adopt a Concept Plan and Building Elevations for the Property Located at 2021 W. McDermott Drive. (Salad and Go)
- 5.2 Authorize the City Manager to Execute a Contract with Whirlix Design, Inc., for Bethany Lakes Park Inclusive Improvements in the Amount of \$220,501.
- 5.3 Authorize the City Manager to Execute a Five-Year License Agreement with Allen Hockey Team, LLC, dba Allen Americans Hockey Club, to Base a Professional East Coast Hockey League Hockey Team at Credit Union of Texas Event Center.
- 5.4 Authorize the City Manager to Execute a Meet and Confer Agreement with the Allen Firefighters Association.

6. Other Business.

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

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

- 6.2 Items of Interest.

7. Executive Session (As needed).

Legal, Section 551.071.

As authorized by Section 551.071(2) of the Texas Government Code, the Workshop Meeting and/or the Regular Agenda may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the City Attorney on any Agenda Item Listed Herein. (Closed to Public as Provided in the Texas Government Code.)

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

8. Adjournment.

This notice was posted at Allen City Hall, 305 Century Parkway, Allen, Texas, at a place

convenient and readily accessible to the public at all times. Said notice was posted on Friday, February 4, 2022, at 5:00 p.m.

Shelley B. George, City Secretary

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

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION
--

AGENDA DATE:	February 8, 2022
AGENDA CAPTION:	Approve Meeting Minutes of the January 25, 2022, Regular City Council Meeting.
STAFF RESOURCE:	Shelley B. George, City Secretary
STRATEGIC PLANNING GOAL:	Financially Sound and Transparent City Government.

MOTION

I make a motion to approve the meeting Minutes of the January 25, 2022, Regular City Council Meeting.

ATTACHMENT

[Minutes](#)

ALLEN CITY COUNCIL

REGULAR MEETING

JANUARY 25, 2022

Present:

Kenneth M. Fulk, Mayor

Councilmembers:

Baine Brooks, Mayor Pro Tem

Daren Meis

Carl Clemencich

Dave Cornette

Chris Schulmeister

Dave Shafer

City Staff:

Eric Ellwanger, City Manager

Eric Strong, Deputy City Manager

Tim Dentler, Assistant City Manager

Rebecca Vice, Assistant City Manager

Shelley B. George, City Secretary (absent)

Teresa Warren, Director, Public and Media Relations

Rocio Gonzalez, Deputy City Secretary

Pete Smith, City Attorney

Workshop Session

1. Call to Order and Announce a Quorum is Present

With a quorum of the Councilmembers present, the Workshop Session of the Allen City Council was called to order by Mayor Fulk at 6:01 p.m. on Tuesday, January 25, 2022, in the Basement Meeting Rooms of Allen City Hall, 305 Century Parkway, Allen, Texas.

2. Items of Interest

2.1 Discussion Regarding Proposed Updates to the Council Rules of Order.

2.2 Discussion Regarding Proposed Updates to the City of Allen Code of Conduct Ordinance.

2.3 Committee Updates from City Council Liaisons.

2.4 Questions on Current Agenda.

3. Adjourn to Regular Meeting

With no further discussion, Mayor Fulk adjourned the Workshop Session of the Allen City Council at 6:50 p.m. on Tuesday, January 25, 2022.

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

With a quorum of the Councilmembers present, the Regular Meeting of the Allen City Council was called to order by Mayor Fulk at 7:00 p.m. on Tuesday, January 25, 2022, in the City Council Chambers of Allen City Hall, 305 Century Parkway, Allen, Texas.

2. **Pledge of Allegiance**

3. **Public Recognition**

3.1 **Citizen's Comments.**

Jeffrey D. Shadley, 416 Wolverley, Allen, Texas, asked the Council to adopt a resolution calling upon telecommunication companies to cease the build-out of 5G services until after the pandemic has passed and the population is once again healthy.

3.2 **Presentation of the Mayor's Distinguished Service Award to Chief Jonathan Boyd.**

4. **Consent Agenda**

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 all items on the Consent Agenda as follows:

4.1 **Approve Meeting Minutes of the January 11, 2022, Regular City Council Meeting.**

4.2 **Authorize the City Manager to Execute a Contract Amendment with Road Master Striping, LLC, for Pavement Marking Services in the Amount of \$130,000.**

4.3 **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 9.994 +/- Acres Located at the Southwest Corner of State Highway 121 and Bending Branch Way and Less than 300 Feet from Property Used as a Public School.**

ORDINANCE NO. 3887-1-22: 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 9.994± ACRES OUT OF THE C. JACKSON SURVEY, ABSTRACT NO. 489, 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

The motion carried.

5. **Other Business**

5.1 **Calendar.**

- January 31 - Parks and Recreation Board Town Hall, Allen Senior Recreation Center

- February 1 - Allen Downtown Revitalization Visioning Workshop, Curtis Middle School

5.2 Items of Interest.

- Council wished happy birthday to Councilmember Cornette.
- Councilmember Cornette encouraged the public to attend the next monthly meeting of the Allen Heritage Guild on February 2 at the Allen Depot to learn more about the February 26 scavenger hunt and other events for “Sam Bass Day.”
- Mayor Pro Tem Brooks expressed his appreciation to residents who donated 447 lbs. of food during the “Food for Fines” drive at the Allen Public Library, benefiting the ACO food pantry.
- Mayor Fulk expressed his appreciation to those able to participate in the City of Allen Town Hall meeting with ERCOT held on January 24 and encouraged those interested in viewing the recording on the City’s YouTube Channel. He also thanked Public and Media Relation Director Teresa Warren and her staff for their support in recording the meeting.
- Mayor Fulk announced the Children’s Advocacy Center of Collin County as his charity of the month.

Mayor Fulk recessed the Regular Agenda at 7:15 p.m. and announced the Executive Session.

6. Executive Session

In accordance with the Texas Government Code, the Allen City Council convened into Executive Session at 7:21 p.m. on Tuesday, January 25, 2022, in the Basement Meeting Rooms of the Allen City Hall, 305 Century Parkway, Allen, Texas, in order to discuss matters pertaining to:

6.1 Personnel Pursuant to Section 551.074 of the Texas Government Code.

- Annual Performance Evaluation of the City Manager.

The Executive Session adjourned at 9:02 p.m. on Tuesday, January 25, 2022.

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

The Allen City Council reconvened into the Regular Meeting at 9:06 p.m. on Tuesday, January 25, 2022. The following action was taken on items discussed during Executive Session.

MOTION: Upon a motion made by Councilmember Clemencich and a second by Councilmember Shafer, the Council voted seven (7) for and none (0) opposed authorizing Mayor Fulk to negotiate and execute an amendment to the City Manager’s employment agreement in accordance with the City Council discussion held during the Executive Session. The motion carried.

7. Adjournment

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 adjourn the Regular Meeting of the Allen City Council at 9:08 p.m. on Tuesday, January 25, 2022. The motion carried.

These minutes were approved on the 8th day of February 2022.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION
--

AGENDA DATE:	February 8, 2022
AGENDA CAPTION:	Adopt a Resolution Ordering the May 7, 2022, Joint General Election and Authorize the City Manager to Enter into a Joint General Election Services Contract with the Elections Administrator of Collin County.
STAFF RESOURCE:	Shelley B. George, City Secretary
STRATEGIC PLANNING GOAL:	Financially Sound and Transparent City Government.

BACKGROUND

In accordance with Texas Election Law, the Allen City Council is responsible for ordering the General Election to be held on the first Saturday in May for the purpose of electing the Councilmembers for Place Nos. 4 and 6.

The order of the Joint General Election is shown in the form of the attached Resolution. The Resolution also authorizes the City Manager to enter into a Joint Election Services Contract with the Elections Administrator of Collin County to provide joint election services for the May 7, 2022, General Election. Also included are the Election Services Contract Exhibits: Exhibit A - Early Voting Locations; Exhibit B - Election Day Vote Centers; Exhibits C-1 through D - Estimated Election Costs. A copy of the City of Allen Election Calendar is provided for your information.

BUDGETARY IMPACT

The Collin County Elections Administrator has estimated the City of Allen's portion of the joint election to be \$57,239.99. There are 37 entities participating in this year's election including Collin County who will be conducting the Texas Constitutional Election. A copy of the breakdown of shared costs is included as part of the Election Contract.

STAFF RECOMMENDATION

Staff recommends that City Council adopt a Resolution ordering the May 7, 2022, Joint General Election and authorize the City Manager to enter into a contract with the Elections Administrator of Collin County to provide joint election services.

MOTION

I make a motion to adopt Resolution No. _____ ordering the May 7, 2022, Joint General Election and authorizing the City Manager to enter into a Joint General Election Services Contract with the Elections Administrator of Collin County.

ATTACHMENT

Resolution
Election Services Contract

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ORDERING A JOINT GENERAL ELECTION TO BE HELD ON MAY 7, 2022, FOR THE PURPOSE OF ELECTING THE CITY COUNCILMEMBERS FOR PLACE NOS. 4 AND 6; DESIGNATING LOCATION OF POLLING PLACES; ORDERING NOTICE OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; AUTHORIZING EXECUTION OF JOINT ELECTION AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Municipal officer's election is hereby ordered for May 7, 2022, to be held jointly with the Collin County Elections Administrator for the purpose of electing the Allen City Councilmembers for Place Nos. 4 and 6, each such term being for a period of three (3) years. Polling locations for the election will be determined in the Election Services Contract to be entered into with Collin County. The polling locations shall be open between the hours of 7:00 a.m. and 7:00 p.m. on the date of the election. The election will be conducted in accordance with the Texas Election Code and the Election Services Contract by and between the City, the County of Collin, and other units of government as described in the contract. The first day to file an application for a place on the ballot with the City Secretary is January 19, 2022, at 8:00 a.m., with the last day for filing to be February 18, 2022, at 5:00 p.m., in accordance with the Election Code Sections 143.006 and 143.007.

SECTION 2. Pursuant to the Election Services Contract, the Elections Administrator of Collin County shall serve as Elections Administrator for the election. Presiding Election Judges and Alternate Presiding Election Judges appointed to serve the authorized polling places and the early voting clerk and deputy early voting clerks shall be those election officials furnished by the Elections Administrator from the list of proposed election judges as required in the Elections Services Contract. The City Manager is hereby authorized to execute an Elections Services Contract with the Collin County Elections Department for the General Election on May 7, 2022, and any amendments thereto. The ExpressVote Universal Voting System, EVS 6.0.2.0 consisting of Electionware election management software, ExpressVote ballot marking device, ExpressTough curbside voting device, DS200 precinct tabulator/scanner, DS450 high speed central scanner, and DS850 high speed central scanner, which meets the standards and requirements of the Texas Election Code, as amended, is hereby adopted and approved for early voting by personal appearance and by mail, election day voting, and provisional ballots.

SECTION 3. The City Secretary is hereby directed to cause notice of said election to be posted on the bulletin board used to post notice of the City Council meetings, the City's website, and be published in a newspaper of general circulation in the City. That said notice must be published at least once, not earlier than the 30th day nor later than the 10th day, before Election Day as provided in Section 4.003(a)(1) of the Texas Election Code. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the notice shall make a record of the time of posting, starting date, and the place of posting and the person posting the notice shall make a record at the time of posting stating the date and place of posting in accordance with Texas Election Code Section 4.005.

SECTION 4. The entire City shall constitute one election precinct for this election and the Municipal Court | Parks and Recreation Building, 301 Century Parkway, Allen, Texas, and Allen ISD Municipal Service Center, 1451 N. Watters Road, Allen, Texas, are hereby designated as polling places. The election officers and a maximum number of clerks for a said polling place shall be determined and appointed in accordance with the provisions of the Election Services Contract.

On Election Day, the polls shall be open from 7:00 A.M. to 7:00 P.M.

The Collin County Elections Office, 2010 Redbud Boulevard, Suite 102, McKinney, Texas 75069, is hereby designated the main early voting place. Early voting by personal appearance shall also be conducted at the Municipal Court | Parks and Recreation Building, 301 Century Parkway, Allen, Texas, and Allen ISD Municipal Service Center, 1451 N. Watters Road, Allen, Texas.

City of Allen voters may vote at any of the additional Election Day or Early Voting locations open under full contract services with the Collin County Elections Administration. If the Collin County Elections Administrator revises the polling places listed previously in the Elections Services Contract, the City will utilize the polling places designated in said Election Services Contract, as the same may be amended from time to time.

Applications for ballots by mail shall be mailed to Collin County Elections Administrator Bruce Sherbet, 2010 Redbud Boulevard, Suite 102, McKinney, Texas 75069, telephone number 1-800-687-8546, and email absenteemailballoting@collincountytx.gov. Applications for Ballots by Mail (ABBM)s and Federal Post Card Applications (FPCAs) must be received no later than the close of business on Tuesday, April 26, 2022.

Early voting for the Joint General Election shall begin on Monday, April 25, 2022, and end Tuesday, May 3, 2022, and the dates and hours designated for early voting by personal appearance at the early voting locations shall be as set forth below:

Dates	Hours
Monday, April 25, 2022, through Friday, April 29, 2022	8:00 A.M. to 5:00 P.M.
Saturday, April 30, 2022	7:00 A.M. to 7:00 P.M.
Monday, May 2, 2022, through Tuesday, May 3, 2022	7:00 A.M. to 7:00 P.M.

For purposes of processing ballots cast in early voting, the election officers for the early voting ballot board for this election shall be appointed and designated in accordance with the provisions of the Contract.

SECTION 5. The City Secretary shall present the Joint General Election returns to the City Council at a Council meeting for the canvassing of said election in accordance with the Texas Election Code. The candidate for Councilmember for Place No. 4 and Councilmember Place No. 6 that receive a majority of valid votes by qualified voters at the election shall be declared elected. In the event no candidate receives a majority of all the votes cast for all the candidates for an office, a runoff election shall be conducted on June 18, 2022, as set forth in the Election Services Contract or other date ordered by the City Council in accordance with the Allen City Charter and State law.

SECTION 6. This Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 8TH DAY OF FEBRUARY 2022.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

JOINT GENERAL AND SPECIAL ELECTION SERVICES CONTRACT
("Election Services Contract")

ELECTION SERVICES AGREEMENT

BETWEEN

THE COLLIN COUNTY ELECTIONS ADMINISTRATOR
("Contracting Election Officer")

AND THE BELOW LISTED POLITICAL SUBDIVISIONS
("Participating Political Subdivisions")

CITY OF ALLEN
CITY OF ANNA
CITY OF BLUE RIDGE
CITY OF CARROLLTON
CITY OF CELINA
CITY OF FAIRVIEW
CITY OF FARMERSVILLE
CITY OF FRISCO
CITY OF GARLAND
CITY OF LUCAS
CITY OF MELISSA
CITY OF MURPHY
CITY OF NEVADA
TOWN OF NEW HOPE
CITY OF PARKER
CITY OF PROSPER
CITY OF SACHSE
TOWN OF SAINT PAUL

CITY OF WYLIE
ALLEN INDEPENDENT SCHOOL DISTRICT
ANNA INDEPENDENT SCHOOL DISTRICT
CELINA INDEPENDENT SCHOOL DISTRICT
COMMUNITY INDEPENDENT SCHOOL DISTRICT
FRISCO INDEPENDENT SCHOOL DISTRICT
LOVEJOY INDEPENDENT SCHOOL DISTRICT
MELISSA INDEPENDENT SCHOOL DISTRICT
PROSPER INDEPENDENT SCHOOL DISTRICT
ROCKWALL INDEPENDENT SCHOOL DISTRICT
WHITEWRIGHT INDEPENDENT SCHOOL DISTRICT
COLLIN COUNTY MUNICIPAL UTILITY DISTRICT NO. 5
MCKINNEY MUNICIPAL UTILITY DISTRICT NO. 1
MCKINNEY MUNICIPAL UTILITY DISTRICT NO. 2
BEAR CREEK SPECIAL UTILITY DISTRICT
NORTH COLLIN SPECIAL UTILITY DISTRICT
SEIS LEGOS SPECIAL UTILITY DISTRICT
WESTMINSTER SPECIAL UTILITY DISTRICT

FOR THE CONDUCT OF A JOINT ELECTION

TO BE HELD ON SATURDAY, MAY 7, 2022

TO BE ADMINISTERED BY THE COLLIN COUNTY ELECTIONS ADMINISTRATOR

1) ADMINISTRATION AND STATUTORY AUTHORITY

- a) Bruce Sherbet ("Bruce Sherbet") is the duly appointed County Elections Administrator ("Elections Administrator") of Collin County, Texas and the Department Head of the Collin County Elections Department. As such, Mr. Sherbet is the Election Administrator of Collin County, Texas and authorized by Subchapter D of Chapter 31 of Title 3 of the Texas Election Code to enter into this Election Services Contract with the contracting authorities of the Participating Political Subdivision.
- b) The contracting authorities of the Participating Political Subdivisions listed on the cover page of this Election Services Contract are hereby participating in the Joint Election to be held in Collin County, Texas on Saturday, May 7, 2022, under Chapter 271 of Title 16 of the Texas Election Code ("Joint Election") and are hereby contracting with the Elections Administrator of Collin County, Texas to perform the election services set forth in this Election Services Contract under Subchapter D of Chapter 31 of Title 3 of the Texas Election Code.

2) DUTIES AND SERVICES OF THE CONTRACTING ELECTION OFFICER

- a) The Contracting Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:
 - i) The Contracting Election Officer will prepare and publish the required Notice of Election and post the required orders and resolutions to the Collin County website.
 - ii) The Contracting Election Officer shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Count Station and judge of the Early Voting Ballot Board.
 - iii) The Contracting Election Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his or her appointment. The presiding election judge of each Vote Center will use his/her discretion to determine when additional workers are needed during peak voting hours.
 - iv) The Contracting Election Officer will determine the number of clerks to work in the Central Count Station and the number of clerks to work on the Ballot Board.
 - (1) Election judges shall attend the Contracting Election Officer's school of instruction (Election Law Class). A training event calendar will be provided.
 - (2) Election judges shall be responsible for picking up and returning election supplies to the county election warehouse located at 2010 Redbud Blvd., Suite 102, McKinney. Compensation for this pickup and delivery of supplies will be \$25.00.
 - v) The Contracting Election Officer shall compensate each election judge and worker. Each judge shall receive \$14.00 per hour, each alternate judge shall receive \$13.00 per hour for, and each clerk shall receive \$12.00 per hour for services rendered. Overtime will be paid to each person working over 40 hours per week.
- b) The Contracting Election Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.
 - i) The Contracting Election Officer shall secure election kits, which include the legal documentation required to hold an election and all supplies.
 - ii) The Contracting Election Officer shall secure the tables, chairs, and legal documentation required to run the Central Count Station.
 - iii) The Contracting Election Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law.
 - iv) The Contracting Election Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.

- (1) Equipment includes the rental of ExpressVote Universal voting machines, ExpressTouch curbside voting machines, ADA compliant headphones and keypads, DS200 ballot counters, voting signs and election supply cabinets.
 - (2) Supplies include paper ballot cards, Early Voting and Election Day supply kits, provisional ballot kits, security seals, pens, tape, markers, etc.
- 3) The Contracting Election Officer, Bruce Sherbet, shall be appointed the Early Voting Clerk.
 - a) The Contracting Election Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.
 - b) The Contracting Election Officer shall select the Early Voting Polling Locations and arrange for the use of each.
 - c) Early Voting by personal appearance for the Participating Political Subdivision shall be conducted during the early voting dates and times and at the locations listed in Exhibit "A" attached and incorporated by reference into this Election Services Contract.
 - d) All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office located at 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.
 - i) Applications for mail ballots erroneously mailed to the Participating Political Subdivisions shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Election Officer for proper retention.
 - ii) All Federal Post Card Applications (FPCA) will be sent a mail ballot. No postage is required.
 - e) All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for counting by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The Contracting Officer shall appoint the presiding judge of this Board.
- 4) The Contracting Election Officer shall select the Election Day Vote Centers and arrange for the use of each.
 - a) The Participating Political Subdivisions shall assume the responsibility of remitting their portion of cost of all employee services required to provide access, provide security or provide custodial services for the Vote Centers.
 - b) The Election Day Vote Centers are listed in Exhibit "B", attached and incorporated by reference into this Election Services Contract.
- 5) The Contracting Election Officer shall be responsible for establishing and operating the Central Count Station to receive and tabulate the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. The Central Count Station Manager shall be Bruce Sherbet. The Central Count Station Judge shall be Kathi-Ann Rivard. The Tabulation Supervisor shall be Brian Greisbach.
 - a) The Tabulation Supervisor shall prepare, test and run the county's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Election Officer.
 - b) The Public Logic and Accuracy Test of the electronic voting system shall be conducted in accordance with Election Law. The Contracting Election Officer will post the required Notice of Logic and Accuracy testing.
 - c) Election night reports will be available to the Participating Political Subdivisions at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with state law.
 - d) The Contracting Election Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide a copy of the unofficial canvass to the Participating Political Subdivisions as soon as possible after all returns have been tallied.
 - e) The Contracting Election Officer shall be appointed the custodian of the voted ballots and shall retain all election materials for a period of 22 months.

- i) Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.
- f) The Contracting Election Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the Participating Political Subdivisions in a timely manner. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201 of the aforementioned code.

6) DUTIES AND SERVICES OF THE PARTICIPATING POLITICAL SUBDIVISIONS.

- a) The Participating Political Subdivisions shall assume the following duties:
 - i) Each Participating Political Subdivision will prepare, adopt, and publish all legally required election orders, resolutions, and other documents required by, or of, their governing bodies. Each Participating Political Subdivision is required to send Collin County Elections Department a copy of any election order or resolution related to this Joint Election within three business days of publishing, adopting or ordering it.
 - ii) The Participating Political Subdivision shall provide the Contracting Election Officer with an updated map and street index of their jurisdiction in an electronic (shape file preferred) or printed format as soon as possible but no later than Tuesday, February 22, 2022.
 - iii) The Participating Political Subdivision shall procure and provide the Contracting Election Officer with the ballot layout and Spanish interpretation in an electronic format.
 - (1) The Participating Political Subdivision shall deliver to the Contracting Election Officer as soon as possible, but no later than 5:00 PM Monday, February 28, 2022, the official wording for the Participating Political Subdivision's May 7, 2022, Joint General and Special Election.
 - (2) The Participating Political Subdivisions shall approve the "blue line" ballot format within 24 hours of receiving the proof and prior to the final printing.
 - iv) The Participating Political Subdivisions shall share in the cost and compensate the Contracting Election Officer for all associated cost including any additional verified cost incurred in the process of running this election or for a manual count, this election may require, consistent with charges and hourly rates shown on Exhibit "C" for required services.
- b) The Participating Political Subdivisions shall pay the Contracting Election Officer 90% of the estimated cost to run the said election prior to Friday, April 1, 2022. The Contracting Election Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The deposit should be made payable to the "Collin County Treasury" with a note "for election services" included with the check documentation and delivered to the Collin County Treasury, 2300 Bloomdale Rd., #3138, McKinney, Texas 75071.
- c) The Participating Political Subdivision shall pay the cost of conducting said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing. Additionally, all payments in excess of the final cost to perform the election will be refunded to the participating Political Subdivision.
- d) COST OF SERVICES. See Exhibits "C" and "D"

f) GENERAL PROVISIONS

- i) Nothing contained in this Election Services Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the Participating Political Subdivision's May 7, 2022, Joint General and Special Election is to be filed, or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.
- ii) Upon request, the Contracting Election Officer will provide copies of all invoices and other charges received in the process of running said election for the Participating Political Subdivision.
- iii) A Participating Political Subdivision canceling their election pursuant to Section 2.053 of the Texas Election Code shall pay the Contracting Officer a contract preparation fee of \$75.00 and will not be liable for any further costs incurred by the Contracting Officer.
- iv) The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas.

WITNESS BY MY HAND THIS ____ DAY OF _____ 2022.

Bruce Sherbet, Elections Administrator
Collin County, Texas

WITNESS BY MY HAND THIS ____ DAY OF _____ 2022.

By: _____
Eric Ellwanger, City Manager
City of Allen

Attest: _____
Shelley B. George, City Secretary
City of Allen

**Joint General and Special Election
Collin County Early Voting Locations, Dates and Hours**

Polling Place			Address		City	
Collin County Elections - Main			2010 Redbud Blvd, Ste. 102		McKinney 75069	
Allen ISD Service Center			1451 North Watters Road		Allen 75002	
Allen Municipal Courts Facility			301 Century Parkway		Allen 75013	
Anna City Hall			111 N. Powell Pkwy.		Anna 75409	
Blue Ridge ISD Administration Building			318 West School Street		Blue Ridge 75424	
Carpenter Park Rec Ctr			6701 Coit Road		Plano 75024	
Christ United Methodist Church			3101 Coit Road		Plano 75075	
Collin College Celina Campus			2505 Kinship Parkway		Celina 75009	
Collin College Farmersville Campus			501 S. Collin Parkway		Farmersville 75442	
Collin College Frisco Campus			9700 Wade Blvd.		Frisco 75035	
Collin College Higher Education Center			3452 Spur 399		McKinney 75069	
Collin College McKinney Campus			2200 University Drive		McKinney 75071	
Collin College Plano Campus			2800 Spring Creek Parkway		Plano 75074	
Collin College Wylie Campus			391 Country Club Road		Wylie 75098	
Community ISD Board Room			611 FM 1138 North		Nevada 75173	
Frisco Fire Station #8			14700 Rolater Road		Frisco 75034	
Gay Library			6861 W. Eldorado Pkwy		McKinney 75070	
Haggard Library			2501 Coit Road		Plano 75075	
Hunt Middle School			4900 Legendary Dr.		Frisco 75034	
Josephine City Hall			201 Main Street		Josephine 75173	
Lavon City Hall			120 School Road		Lavon 75166	
Lovejoy ISD Administration Bldg			259 Country Club Road		Allen 75002	
Lucas Community Center			665 Country Club Road		Lucas 75002	
Maus Middle School			12175 Coit Road		Frisco 75035	
McKinney Fire Station #5			6600 W Virginia Parkway		McKinney 75070	
McKinney Fire Station #7			861 Independence Parkway		McKinney 75070	
McKinney Fire Station #9			4900 Summit View Drive		McKinney 75071	
McKinney Fire Station #10			1150 Olympic Crossing		McKinney 75071	
Melissa City Hall			3411 Barker Avenue		Melissa 75454	
Michael J Felix Community Center			3815-E Sachse Road		Sachse 75048	
Murphy Community Center			205 N. Murphy Road		Murphy 75094	
New Hope Town Hall			121 Rockcrest Road		New Hope 75071	
Old Settlers Recreation Center			1201 E Louisiana St		McKinney 75069	
Parker City Hall			5700 E. Parker Road		Parker 75002	
Parr Library			6200 Windhaven Parkway		Plano 75093	
Plano ISD Administration Center			2700 W. 15th Street		Plano 75075	
Princeton Public Works			255 Monte Carlo Blvd		Princeton 75407	
Prosper Town Hall			250 W. First St.		Prosper 75078	
Wylie Senior Recreation Center			800 Thomas Street		Wylie 75098	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
24-Apr	25-Apr Early Voting 8am – 5pm	26-Apr Early Voting 8am – 5pm	27-Apr Early Voting 8am – 5pm	28-Apr Early Voting 8am – 5pm	29-Apr Early Voting 8am – 5pm	30-Apr Early Voting 7am – 7pm
1-May	2-May Early Voting 7am – 7pm	3-May Early Voting 7am – 7pm	4-May	5-May	6-May	7-May

**Joint General and Special Election
Collin County Election Day Vote Centers 7am - 7pm**

Polling Place	Address	City
Aldridge Elementary School	720 Pleasant Valley Lane	Richardson 75080
Allen ISD Service Center	1451 North Watters Road	Allen 75002
Allen Municipal Courts Facility	301 Century Parkway	Allen 75013
Anna City Hall	111 N. Powell Pkwy.	Anna 75409
Armstrong Middle School	3805 Timberline Drive	Plano 75074
Blue Ridge ISD Admin Bldg	318 West School Street	Blue Ridge 75424
Bowman Middle School	2501 Jupiter Road	Plano 75074
Carpenter Middle School	3905 Rainier Road	Plano 75023
Carpenter Park Recreation Center	6701 Coit Road	Plano 75024
Christ United Methodist Church	3101 Coit Road	Plano 75075
Clark High School	523 W. Spring Creek Pkwy	Plano 75023
Collin College Celina Campus	2505 Kinship Parkway	Celina 75009
Collin College Farmersville Campus	501 S. Collin Parkway	Farmersville 75442
Collin College Frisco Campus	9700 Wade Blvd	Frisco 75035
Collin College Higher Education Center	3452 Spur 399	McKinney 75069
Collin College McKinney Campus	2200 University Drive	McKinney 75071
Collin College Plano Campus	2800 Spring Creek Pkwy	Plano 75074
Collin College Wylie Campus	391 Country Club Road	Wylie 75098
Collin County Elections Office	2010 Redbud Blvd, Ste. 102	McKinney 75069
Community ISD Board Room	611 FM 1138 North	Nevada 75173
Dowell Middle School	301 Ridge Road	McKinney 75070
Fairview Town Hall	372 Town Place	Fairview 75069
First Baptist Church Branch	7011 FM 546	Princeton 75407
Frisco Fire Station #8	14700 Rolater Road	Frisco 75034
Gay Library	6861 W Eldorado Pkwy	McKinney 75070
Haggard Elementary School	17820 Campbell Road	Dallas 75252
Haggard Library	2501 Coit Road	Plano 75075
Hunt Middle School	4900 Legendary Drive	Frisco 75034
Josephine City Hall	201 Main Street	Josephine 75173
Lavon City Hall	120 School Road	Lavon 75166
Lovejoy ISD Administration Bldg	259 Country Club Road	Allen 75002
Lowry Crossing City Hall	1405 S. Bridgefarmer Road	Lowry Crossing 75069
Lucas Community Center	665 Country Club Road	Lucas 75002
Maus Middle School	12175 Coit Road	Frisco 75035
McKinney Fire Station #5	6600 W Virginia Parkway	McKinney 75070
McKinney Fire Station #7	861 Independence Pkwy	McKinney 75070
McKinney Fire Station #9	4900 Summit View Drive	McKinney 75071
McKinney Fire Station #10	1150 Olympic Crossing	McKinney 75071
Melissa City Hall	3411 Barker Avenue	Melissa 75454
Michael J Felix Community Center	3815-E Sachse Road	Sachse 75048
Miller Elementary School	5651 Coventry Drive	Richardson 75082
Murphy Community Center	205 N. Murphy Road	Murphy 75094
New Hope Town Hall	121 Rockcrest Road	New Hope 75071
Old Settlers Recreation Center	1201 E Louisiana St	McKinney 75069

May 7, 2022

Exhibit "B"

**Joint General and Special Election
Collin County Election Day Vote Centers 7am - 7pm**

Polling Place	Address	City
Parker City Hall	5700 E. Parker Road	Parker 75002
Parr Library	6200 Windhaven Pkwy	Plano 75093
Plano ISD Administration Center	2700 W. 15th Street	Plano 75075
Princeton Public Works	255 Monte Carlo Blvd	Princeton 75407
Prosper Town Hall	250 W. First St.	Prosper 75078
Royse City ISD Mike McKinney Maint Facility	1420 FM 1777	Royse City 75189
Shepton High School	5505 Plano Parkway	Plano 75093
Shiloh Missionary Baptist Church	920 E. 14th Street	Plano 75074
Stonebridge United Methodist Church	1800 S. Stonebridge Drive	McKinney 75070
Tom Muehlenbeck Recreation Center	5801 W. Parker Road	Plano 75093
UTD Callier Clinical Research Center	811 Synergy Park Blvd	Richardson 75080
Weston Community Center	117 Main Street	Weston 75097
Woodcreek Church	3400 E. Renner Road	Richardson 75082
Wylie Senior Recreation Center	800 Thomas Street	Wylie 75098

Collin County Election Services Estimate

May 7, 2022 General and Special Election

City of Allen

Registered Voters 68,155
 Percentage 5.59%

Category	Cost Per Unit	Estimated Election Expenses	Estimated Entity Expenses
Early Voting by Mail			
Kits - Mail Ballots	\$ 1.15	\$ 4,370.00	\$ 244.26
Postage	\$ 0.88	\$ 3,344.00	\$ 186.91
Paper Ballot Printing Services	\$ 0.31	\$ -	\$ -
Paper Ballot Shipping (per box)	\$ 30.00	\$ -	\$ -
Ballot Stock - BOD	\$ 0.10	\$ 380.00	\$ 21.24
Category Subtotal		\$ 8,094.00	\$ 452.42
General Election Expenses			
Mileage	Per Election	\$ 500.00	\$ 27.95
Van / Car Rental	Per Election	\$ 18,000.00	\$ 1,006.12
Election Night Receiving Cover	Per Election	\$ 3,359.20	\$ 187.76
Polling Place Rental	Per Election	\$ 2,110.80	\$ 117.98
Notice of Election	Per Election	\$ 18,600.00	\$ 1,039.65
Security - EV	Per Election	\$ 1,122.30	\$ 62.73
Security - ED	Per Election	\$ 1,253.75	\$ 70.08
Early Voting Ballot Board	Per Election	\$ 5,310.87	\$ 296.85
FICA - Election Workers	Per Election	\$ 21,671.94	\$ 1,211.36
County Employee/IT Overtime - EV	Per Election	\$ 29,765.78	\$ 1,663.77
Process Pollworker Checks - EV	\$ 1.50	\$ 468.00	\$ 26.16
Process Pollworker Checks - ED	\$ 1.50	\$ 696.00	\$ 38.90
Process Election Judge Notices	\$ 1.50	\$ 145.50	\$ 8.13
Drayage Per Location - ED	\$ 180.00	\$ 20,880.00	\$ 1,167.10
Drayage Per Location - EV	\$ 180.00	\$ 14,040.00	\$ 784.77
Category Subtotal		\$ 137,924.14	\$ 7,709.33
Programming			
Coding Services	25 Days	\$ 41,250.00	\$ 2,305.69
Balotar Programming	Per Election	\$ 893.00	\$ 49.91
Category Subtotal		\$ 42,143.00	\$ 2,355.60
Early Voting by Personal Appearance			
Election Judge OT - EV	\$ 21.00	\$ 20,795.25	\$ 1,162.36
Alternate Judge OT - EV	\$ 19.50	\$ 16,171.55	\$ 903.92
Clerk OT - EV (5 per location)	\$ 18.00	\$ 30,986.10	\$ 1,731.98
ES&S Support Staff / Field Techs - EV	28 Days	\$ 24,960.00	\$ 1,395.15
Equipment Assembly - EV	\$ 50.00	\$ 1,950.00	\$ 109.00
Category Subtotal		\$ 94,862.90	\$ 5,302.40
Election Day			
ES&S Support Staff/Field Techs - ED	7 Days	\$ 3,840.00	\$ 214.64
Equipment Assembly - ED	\$ 50.00	\$ 2,900.00	\$ 162.10
Category Subtotal		\$ 6,740.00	\$ 376.74
Tabulation			
Election Night Vendor Support	5 Days	\$ 22,625.00	\$ 1,264.63
Notice of Inspection/Tabulation Test	Per Election	\$ 3,000.00	\$ 167.69
Category Subtotal		\$ 25,625.00	\$ 1,432.32

City of Allen

Registered Voters

68,155

Percentage

5.59%

Category	Cost Per Unit	Estimated Election Expenses	Estimated Entity Expenses
Supply Cost			
Ballots - Card Stock ExpressVote - EV	\$ 0.32	\$ 19,840.00	\$ 1,108.96
Ballots - Card Stock ExpressVote - ED	\$ 0.32	\$ 16,320.00	\$ 912.21
Test Ballots	\$ 0.29	\$ 1,102.00	\$ 61.60
Kits - ED	\$ 51.00	\$ 2,652.00	\$ 148.23
Kits - EV	\$ 19.00	\$ 1,463.00	\$ 81.77
Kits - Provisional EV	\$ 38.10	\$ 1,981.20	\$ 110.74
Kits - Provisional ED	\$ 38.10	\$ 2,933.70	\$ 163.98
Polling Place Maps - EV	\$ 25.00	\$ 975.00	\$ 54.50
Polling Place Maps - ED	\$ 25.00	\$ 1,450.00	\$ 81.05
Signs Metal (5 per location)	\$ 5.00	\$ 2,425.00	\$ 135.55
Signs Wood	\$ 2.00	\$ 194.00	\$ 10.84
Ballot Card Stock - Provisional - EV (50 PL)	\$ 0.14	\$ 409.50	\$ 22.89
Ballot Card Stock - Provisional - ED (50 PL)	\$ 0.14	\$ 609.00	\$ 34.04
Ballots - Sample - EV (1 per location)	\$ 0.29	\$ 16.97	\$ 0.95
Ballots - Sample - ED (1 per location)	\$ 0.29	\$ 25.23	\$ 1.41
Ballots - Sample All Race - EV (50 per location)	\$ 0.87	\$ 2,544.75	\$ 142.24
Ballots - Sample All Race - ED (50 per location)	\$ 0.87	\$ 3,784.50	\$ 211.54
Printer Labels - EV (1 roll per location)	\$ 5.00	\$ 195.00	\$ 10.90
Printer Labels - ED (1 roll per location)	\$ 5.00	\$ 290.00	\$ 16.21
Category Subtotal		\$ 59,210.85	\$ 3,309.61
Equipment			
Cabinet Security - EV	\$ 200.00	\$ 10,400.00	\$ 581.31
Cabinet Security - ED	\$ 200.00	\$ 15,400.00	\$ 860.79
Computer Cabinet - EV	\$ 50.00	\$ 1,950.00	\$ 109.00
DS200 Ballot Counter - EV	\$ 350.00	\$ 18,200.00	\$ 1,017.30
DS200 Ballot Counter - ED	\$ 350.00	\$ 26,950.00	\$ 1,506.38
ExpressVote - EV (9 per location)	\$ 200.00	\$ 96,600.00	\$ 5,399.50
Expres Vote - ED (9 per location)	\$ 200.00	\$ 141,800.00	\$ 7,925.97
ExpressTouch - EV	\$ 200.00	\$ 7,800.00	\$ 435.98
ExpressTouch - ED	\$ 200.00	\$ 11,600.00	\$ 648.39
Category Subtotal		\$ 330,700.00	\$ 18,484.61
Personnel			
Election Judge - EV	\$ 14.00	\$ 37,414.58	\$ 2,091.30
Election Judge - ED	\$ 14.00	\$ 11,593.12	\$ 648.00
Alternate Election Judge - EV	\$ 13.00	\$ 31,898.10	\$ 1,782.96
Alternate Election Judge - ED	\$ 13.00	\$ 9,902.49	\$ 553.50
Clerk - EV (3 per location)	\$ 12.00	\$ 99,707.40	\$ 5,573.19
Clerk - ED (3 per location)	\$ 12.00	\$ 32,718.84	\$ 1,828.83
Judge Delivery - EV	\$ 25.00	\$ 975.00	\$ 54.50
Judge Delivery - ED	\$ 25.00	\$ 1,450.00	\$ 81.05
Category Subtotal		\$ 225,659.53	\$ 12,613.33
Election Expense			\$ 52,036.35
Cost		\$ 930,959.41	\$ 52,036.35
10% Administrative Fee			\$ 5,203.64
Total Cost			\$ 57,239.99
90% Deposit Due by April 1, 2022			\$ 51,515.99
Less Deposit			
Less Payment			
Final Amount Due			

May 7, 2022 General and Special Election Services

Political Subdivision	Registered Voters	Share Percentage
City of Allen	68155	5.59%
City of Anna	10917	0.90%
City of Blue Ridge	528	0.04%
City of Carrollton	345	0.03%
City of Celina	11395	0.93%
Town of Fairview	8341	0.68%
City of Farmersville	2084	0.17%
City of Frisco	69881	5.73%
City of Garland	174	0.01%
City of Lucas	5847	0.48%
City of Melissa	9764	0.80%
City of Murphy	13942	1.14%
City of Nevada	971	0.08%
Town of New Hope	505	0.04%
City of Parker	4140	0.34%
Town of Prosper	16926	1.39%
City of Sachse	6327	0.52%
Town of St. Paul	778	0.06%
City of Wylie	32434	2.66%
Collin County	666726	54.68%
Allen Independent School District	71136	5.83%
Anna Independent School District	13141	1.08%
Celina Independent School District	10213	0.84%
Community Independent School District	10011	0.82%
Frisco Independent School District	105394	8.64%
Lovejoy Independent School District	12375	1.01%
Melissa Independent School District	12363	1.01%
Prosper Independent School District	40498	3.32%
Rockwall Independent School District	5	0.00%
Whitewright Independent School District	55	0.00%
Collin County Municipal Utility District No. 5	0	0.00%
McKinney Municipal Utility District No. 1	2940	0.24%
McKinney Municipal Utility District No. 2	250	0.02%
Bear Creek Special Utility District	4289	0.35%
North Collin Special Utility District	3954	0.32%
Seis Legos Special Utility District	1466	0.12%
Westminster Special Utility District	1061	0.09%
Total	1219331	

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION
--

AGENDA DATE:	February 8, 2022
AGENDA CAPTION:	Adopt a Resolution Authorizing the City Manager to Apply For, Accept, Reject, Alter, or Terminate a Grant from the State of Texas, Office of the Governor, to Fund an Additional Crime Victim Advocate Position.
STAFF RESOURCE:	Brian Harvey, Chief of Police Jason Erter, Sergeant
PREVIOUS COUNCIL ACTION:	Approved Resolution No. 2608-3-07(R) Authorizing the City Manager to accept the Crime Victim Advocate Grant from the State of Texas.
STRATEGIC PLANNING GOAL:	Safe and Livable Community for All.

BACKGROUND

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

A Resolution is required with the submission of the proposed grant. If awarded, this grant would provide funding October 1, 2022. A new grant application is required for all subsequent years. Historically, grants similar to this have been funded for 3 years before the position is fully absorbed into the General Fund.

Approval of this Resolution authorizes City Staff to apply for the grant. Applying for this grant does not obligate the city to proceed with authorizing the new position. Rather, it allows the pursuit of such grant funding in advance of requesting the position during the next annual budget process.

BUDGETARY IMPACT

The grant requires the City to match a minimum of 20% of the total grant application. The match can be made through in-kind volunteer hours.

STAFF RECOMMENDATION

Staff recommends 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, to fund an additional Crime Victim Advocate position.

MOTION

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

ATTACHMENT

[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 # 4461301 A GRANT FROM THE STATE OF TEXAS, OFFICE OF THE GOVERNOR PROVIDING FUNDING FOR A CRIME VICTIM ADVOCATE, IF AWARDED.

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

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

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

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

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

SECTION 1. The City of Allen has agreed that in the event of loss or misuse of State of Texas, Office of the Governor Funds for a Crime Victim Advocate Grant (application # 4461301), they will be returned to the State of Texas, Office of the Governor in full.

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

SECTION 3. The City Manager is hereby authorized to apply for, accept, reject, alter, or terminate a grant from the State of Texas, Office of the Governor to assist the City of Allen and the Allen Police Department to fund an additional Crime Victim Advocate (application # 4461301).

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 8TH DAY OF FEBRUARY 2022.

APPROVED:

Kenneth Fulk, MAYOR

ATTEST:

Shelley George, CITY SECRETARY

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION
--

AGENDA DATE:	February 8, 2022
AGENDA CAPTION:	Adopt a Resolution Authorizing the City Manager to Apply For, Accept, Reject, Alter, or Terminate a One-Year Grant from the State of Texas, Office of the Governor, to Continue Funding a Mental Health Coordinator.
STAFF RESOURCE:	Brian E. Harvey, Chief of Police Jason Erter, Sergeant
PREVIOUS COUNCIL ACTION:	Adopted Resolution # 3804-2-21(R) February 23, 2021 Adopted Resolution # 3360-2-16(R) February 23, 2016 Adopted Resolution # 3293-4-15(R) April 14, 2015
STRATEGIC PLANNING GOAL:	Safe and Livable Community for All.

BACKGROUND

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

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

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

BUDGETARY IMPACT

The grant application is requesting funding in the amount of \$70,000. The city will cover all expenses past this amount which could include fringe benefits, overtime, and other miscellaneous expenses. This amount should not exceed \$30,000 annually. If awarded, the City will pursue one additional annual grant extension (3 years total) and then upon exhaustion of the grant award will request that funding for the position be absorbed into the General Fund as has historically been the practice.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt a Resolution authorizing the City Manager to apply for,

accept, reject, alter, or terminate a one-year grant from the State of Texas, Office of the Governor, to continue funding a Mental Health Coordinator position.

MOTION

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

ATTACHMENT

[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 # 4280402 A GRANT FROM THE STATE OF TEXAS, OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION PROVIDING FUNDING FOR A MENTAL HEALTH COORDINATOR, IF AWARDED.

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

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

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

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

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

SECTION 1. The City of Allen has agreed that in the event of loss or misuse of State of Texas, Office of the Governor Funds for the Mental Health Coordinator Grant (application # 4280402), they will be returned to the State of Texas, Office of the Governor, Criminal Justice Division in full.

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

SECTION 3. The City Manager is hereby authorized to apply for, accept, reject, alter, or terminate a grant from the State of Texas, Office of the Governor, Criminal Justice Division to assist the City of Allen and the Allen Police Department to fund a Mental Health Coordinator (application # 4280402).

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 8TH DAY OF FEBRUARY 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, TMRC, CITY SECRETARY

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE:	February 8, 2022
AGENDA CAPTION:	Award Bid and Authorize the City Manager to Execute a Contract with Dowager Utility Construction, Ltd., for the US 75 and Ridgeview Utility Adjustment Project in the Amount of \$236,035.
STAFF RESOURCE:	Chris Flanigan, Director of Engineering
STRATEGIC PLANNING GOAL:	Financially Sound and Transparent City Government.

BACKGROUND

The Texas Department of Transportation is preparing to bid the construction on US 75 including improvements to the frontage road at Ridgeview Drive. Bidding is expected to occur in June of 2022, with construction beginning a few months after. The City of Allen owns and maintains a 4" sewage force main within the TxDOT right-of-way that conflicts with their planned reconstruction of the interchange. This project will involve lowering the force main out of the way. Additionally, a 12" water line will be cut, plugged, and abandoned north of the Ridgeview Memorial Park property.

The project was bid with a completion date imposed on contractor, so that we will be successful in having our utilities clear from conflict in time for TxDOT to commence with construction on-schedule.

On January 11, 2022, five (5) responsive bids were received. The three (3) lowest of the bids are below:

Bid 2021-5-79

Contractor	Calendar Days	Bid Amount
Dowager Utility Construction, Ltd	60	\$ 236,035.00
Hayes Construction, LLC	120	\$ 236,855.00
Tejas Utilities, LLC	80	\$ 237,620.10

BUDGETARY IMPACT

Water and Sewer Capital Funds will be used to fully fund this expense, derived from annual enterprise fund transfers that take place specifically for significant capital upgrades, major repairs, planned replacements, and other large asset improvements (such as a mandated relocation such as this).

This expense is not published in the current Capital Improvement Program document, given the short duration expected for execution of this project (project must be completed by June 2022) within a single fiscal year.

STAFF RECOMMENDATION

Staff recommends that Council Award Bid and Authorize the City Manager to Execute a Contract with Dowager Utility Construction, Ltd., for the US 75 and Ridgeview Utility Adjustment Project in the Amount of \$236,035.

MOTION

I make a motion to authorize the City Manager to award bid and execute a Contract with Dowager Utility Construction, Ltd., for the US 75 and Ridgeview Utility Adjustment Project in the Amount of \$236,035.

ATTACHMENT

[Agreement - Dowager Utility Construction
Proposal
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 Dowager Utility Construction, Ltd. of the City of Dallas, 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:

Bid #2022-11-8 US 75 AND RIDGEVIEW DRIVE UTILITY ADJUSTMENT

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 SIXTY (60) 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

DOWAGER UTILITY CONSTRUCTION

Party of the Second Part (CONTRACTOR)

By _____
MASON SMARTT, PARTNER

Attest _____
ADRIAN SMARTT, PARTNER

US 75 AND RIDGEVIEW DRIVE UTILITY ADJUSTMENT BID# 2022-11-8 CIP# WA2102

MISCELLANEOUS

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
1.01	1	LS	Mobilization, not to exceed 5% of the total bid for the sum of <u>TEN THOUSAND</u> Dollars & <u>NO</u> Cents Lump Sum	\$10,000.00	\$10,000.00
1.02	1	LS	Implement traffic control, signing and barricading and all other incidentals necessary for the sum of <u>ONE THOUSAND</u> Dollars & <u>NO</u> Cents Lump Sum	\$1,000.00	\$1,000.00
1.03	2	EA	Furnish, install, maintain and remove sediment barrier at inlets including all incidentals for the sum of <u>ONE HUNDRED</u> Dollars & <u>NO</u> Cents per Each	\$100.00	\$200.00
1.04	76	LF	Furnish, install, maintain and remove erosion control silt fence including all incidentals, for the sum of <u>TEN</u> Dollars & <u>NO</u> Cents per Linear Foot	\$10.00	\$760.00
1.05	1	LS	Remove and dispose of wrought iron fence and brick columns including all incidentals, for the sum of <u>TWO THOUSAND</u> Dollars & <u>NO</u> Cents Lump Sum	\$2,000.00	\$2,000.00
1.06	1	LS	For Site Restoration including Hydromulch, Water Fertilizer and Curlex Slopes including all Incidentals, for the sum of <u>SIX THOUSAND</u> Dollars & <u>NO</u> Cents Lump Sum	\$6,000.00	\$6,000.00

TOTAL MISCELLANEOUS:\$19,960.00

US 75 AND RIDGEVIEW DRIVE UTILITY ADJUSTMENT BID# 2022-11-8 CIP# WA2102

WATER

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
2.01	1	EA	Cut and plug ex. 8" water line, including all incidentals for the sum of <u>ONE THOUSAND</u> Dollars & <u>NO</u> Cents per Each	\$1,000.00	\$1,000.00
2.02	20	LF	Provide trench safety system for water installation, including all incidentals for the sum of <u>TEN</u> Dollars & <u>NO</u> Cents per Linear Foot	\$10.00	\$200.00
2.03	1	LS	Furnish and install 12" PVC, AWWA C900, DR-18 Water Pipe, including trench, bends, fittings, bedding and backfill, <u>TWENTY-FIVE THOUSAND</u> Dollars & <u>NO</u> Cents Lump Sum	\$25,000.00	\$25,000.00
2.04	1	EA	Furnish and install 12" gate valve, including all incidentals for the sum of <u>FOUR THOUSAND</u> Dollars & <u>NO</u> Cents per Each	\$4,000.00	\$4,000.00
2.05	1	LS	Furnish and install new blow off assembly, including all incidentals for the sum of <u>TWO THOUSAND</u> Dollars & <u>NO</u> Cents Lump Sum	\$2,000.00	\$2,000.00
2.06	1	LS	Furnish and install concrete for thrust blocking, including all incidentals for the sum of <u>FIVE HUNDRED</u> Dollars & <u>NO</u> Cents Lump Sum	\$500.00	\$500.00
2.07	1	LS	Perform water system pressure testing, including all incidentals for the sum of <u>ONE THOUSAND</u> Dollars & <u>NO</u> Cents Lump Sum	\$1,000.00	\$1,000.00

TOTAL WATER:**\$33,700.00**

US 75 AND RIDGEVIEW DRIVE UTILITY ADJUSTMENT BID# 2022-11-8 CIP# WA2102

SANITARY SEWER

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
3.01	254	LF	Furnish and install 4" Sanitary Sewer AWWA C900 DR18 Force Main by other than open cut, including all incidentals for the sum of <u>FIVE HUNDRED FIFTY</u> Dollars & <u>NO</u> Cents per Linear Foot	\$550.00	\$139,700.00
3.02	87	LF	Furnish and install 4" Sanitary Sewer AWWA C900 DR18 Force Main by open cut, including trench, bedding and <u>THIRTY HUNDRED</u> Dollars & <u>NO</u> Cents per Linear Foot	\$300.00	\$26,100.00
3.03	1	LS	Furnish and install bypass pumping or wet well pumping for the duration of the project, including all incidentals for the <u>TWO THOUSAND</u> Dollars & <u>NO</u> Cents Lump Sum	\$2,000.00	\$2,000.00
3.04	341	LF	Post construction TV Inspection after completion of the project, including all incidentals for the sum of <u>FIVE</u> Dollars & <u>NO</u> Cents per Linear Foot	\$5.00	\$1,705.00
3.05	2	EA	Connect to existing sanitary sewer force main, including all incidentals for the sum of <u>FOUR THOUSAND</u> Dollars & <u>NO</u> Cents per Each	\$4,000.00	\$8,000.00
3.06	87	LF	Provide trench safety system for sanitary sewer installation, including all incidentals for the sum of <u>TEN</u> Dollars & <u>NO</u> Cents per Linear Foot	\$10.00	\$870.00
3.07	1	LS	For supporting or removing and replacing 24-inch RCP storm sewer pipe including all incidentals for the Lump Sum of <u>FOUR THOUSAND</u> Dollars & <u>NO</u> Cents per Linear Foot	\$4,000.00	\$4,000.00

TOTAL SANITARY SEWER:**\$182,375.00**

PROPOSAL SUMMARYTOTAL MISCELLANEOUS: \$19,960.00TOTAL WATER: \$33,700.00TOTAL SANITARY SEWER: \$182,375.00CALENDAR DAYS BID: 60TOTAL BID \$236,035.00

CIP# WA 2102

Ridgeview Overpass Utility Relocate



CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE:	February 8, 2022
AGENDA CAPTION:	Authorize the City Manager to Execute a Contract with Arredondo, Zepeda & Brunz, LLC, for Design of the Rowlett Trail Extension-North Section in the Amount of \$393,075.
STAFF RESOURCE:	Kate Meacham, Director of Parks and Recreation Brian Bristow, Director of Park Planning and Development
STRATEGIC PLANNING GOAL:	Vibrant Community with Lively Destinations and Successful Commercial Centers.

BACKGROUND

As a part of the Collin County Regional Trail Plan and The City of Allen Trails and Bikeways Master Plan, the Rowlett Trail Extension - North Section project will add a new trail and close trail gaps along the Rowlett Trail Corridor, and connect to Watters Trail. The Trails and Bikeways Master Plan (pg. 41) highlights important priorities over the next 5-10 years and the top two priorities are: 1) reducing or eliminating key gaps; and, 2) developing 1-2 long distance, continuous major trail routes. This North Section is a key step in completing both priorities for the Rowlett Trail Corridor which is one of the city's four primary greenbelt trails. This project will also provide inter-jurisdictional trail connectivity throughout and between the Cities of Allen and Plano on the west side of US Hwy 75 as well as connect to the future trailhead (design underway by others) on the southside of McDermott Dr.

In December of 2020, the Purchasing Division issued a Request for Qualifications for various Professional Services for Parks and Recreation Capital Improvement Projects. On January 30, 2021, forty-three (43) vendors responded to this RFQ and Arredondo, Zepeda & Brunz, LLC, is among firms that are pre-qualified for two categories; Civil Engineering and Drainage Facilities, and Hydraulics & Hydrology / Floodplain Engineering.

This contract is for design services to include trail design, demolition plans, geotechnical investigations, environmental investigation, drainage design, structural design of bridge foundations and retaining walls, and the development of 60%, 90% and final plans, specifications, and estimate (PS&E), for approximately 1.67 miles of new trail.

The Rowlett Trail Extension-North Section project is one of the many trail connections that will complete Allen's extensive trail network.

BUDGETARY IMPACT

Funds for this design in the amount of \$393,075 are allocated by the Allen Community Development

Corporation for trail development. These funds cover this design contract of \$393,075.

This contract is strictly for design of the trail. The city will construct the trail at a later date through a separate construction contract.

Rowlett Trail Extension-North Section Project Cost Estimate

Design Contract	\$393,075
Total	\$393,075

Rowlett Trail Extension-North Section Project Funding

CDC Trail Development Funding	\$393,075
-------------------------------	-----------

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute a contract with Arredondo, Zepeda & Brunz, LLC, for Design of the Rowlett Trail Extension-North Section in the amount of \$393,075.

MOTION

I make a motion to authorize the City Manager to execute a contract with Arredondo, Zepeda & Brunz, LLC, for Design of the Rowlett Trail Extension-North Section in the Amount of \$393,075.

ATTACHMENT

[Agreement - Arredondo, Zepeda & Brunz](#)

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

This agreement (“Agreement”) is made by and between the City of Allen, Texas (“City”) and Arredondo, Zepeda & Brunz, LLC, a Texas limited liability company (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist the City in Rowlett Trail Extension-North Section (the “Project”) on the terms and conditions set forth in this Agreement; and

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

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

Article I
Term

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

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

Article II
Scope of Service

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services. The Professional shall perform the services: (i) with the professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be. If the Professional is not a licensed engineer or registered architect, the Professional shall perform the services: (i) with the

skill and care ordinarily provided by similar consultants practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent consultants.

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

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

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

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

Article III Schedule of Work

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

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Fee shall be lump sum invoiced monthly on a percent complete basis. Payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the actual services

performed, reimbursable expenses, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein. The final payment of the compensation shall be made after satisfactory completion of the services following the City acceptance of the study, report, recommendation or other work set forth in the Scope of Services, and the submittal of "AS BUILT" drawings, or record drawings, as applicable.

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

4.3 The hourly rates set forth in the Scope of Services, if any shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

Article V

Devotion of Time; Personnel; and Equipment

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

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

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

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

Article VI Miscellaneous

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

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

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

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

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

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

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

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

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City:

Eric Ellwanger
City Manager
City of Allen, Texas
3rd Floor, Allen City Hall
305 Century Parkway
Allen, Texas 75013
214.509.4110 - telephone
214.509.4118 - fax

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201
214.965.9900 – telephone
214.965.0010 - fax

If intended for Professional:

Attn: Arredondo, Zepeda & Brunz, LLC
11355 McCree Road
Dallas, Texas 75238
214-341-9900- telephone
214-341-9925- fax

6.10 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a commercial general liability policy of insurance for bodily injury, death and property damage including the property of the City, its council, officers, contractors, agents and employees (collectively referred to as the “City”) insuring against all claims, demands or actions relating to the work and services provided by the Professional pursuant to this Agreement with a minimum limit per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations; (ii) automobile liability insurance covering all vehicles owned, non-owned and hired and/or operated by Professional, its officers, agents, independent contractors and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage; (iii) statutory Worker’s Compensation and Employers Liability covering all of Professional’s employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00; and (iv) Professional Liability with policy limit of not less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, covering negligent acts, errors and omissions by

Professional, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement. Such professional liability insurance shall be annually renewed and remain in effect for not less than twenty-four (24) months after substantial completion of the services.

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

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this contract as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any

federal department or agency, the State of Texas or any of its departments or agencies.

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

6.12 Indemnification. PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, TO THE EXTENT CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS.

THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

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

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

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

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2021.

CITY OF ALLEN, TEXAS

By: _____
Eric Ellwanger, City Manager

ATTEST:

By: _____
Shelley George, City Secretary

APPROVED AS TO FORM:

Peter G. Smith
Peter G. Smith, City Attorney

EXECUTED this 22nd day of November, 2021.

ARREDONDO, ZEPEDA & BRUNZ, LLC

By: *Afonso P. Garza*
Afonso P. Garza, P.E.

**EXHIBIT “A”
SCOPE OF SERVICES**

Rowlett Trail Extension – North Section

Scope of Work

**EXHIBIT A
SCOPE OF WORK
Rowlett Trail Extension
September 3, 2021**

Project Name: Rowlett Trail Extension – North Section
City: Allen
County and State: Collin, Texas
Limits: From Existing Trail West of Alma to W McDermott Dr.

Page 1 of 12

EXHIBIT "A"

SCOPE OF SERVICES

Rowlett Trail Extension – North Section

Scope of Work

PROJECT DESCRIPTION

The scope of services for primary design includes trail design, demolition plans, geotechnical investigations, environmental investigation, drainage design, structural design of bridge foundations and retaining walls, and the development of 60%, 90% and final plans, specifications, and estimate (PS&E), for approximately 1.67 miles of new trail.

BASIC SERVICES

I. PROJECT COORDINATION and QA/QC

A. Coordination and QA/QC

Arredondo, Zepeda and Brunz, LCC (Engineer) shall be responsible for coordinating the project design team for the successful completion of their task. The City of Allen (City) will serve as the primary point of contact for the project team. The Engineer shall review work and perform Quality Control/Quality Assurance (QC/QA) on procedures, field observations, and deliverables prior to submission of the deliverables.

The Engineer shall place his or her Texas professional seal of endorsement on all engineering documents and engineering data prepared under the supervision of the Engineer in the performance of this Contract.

The Engineer shall deliver requested work to the City in digital form which is electronically downloadable and able to be manipulated by City's computers. These files shall include all referenced files, and cell libraries, and shall be created consistent with TxDOT specifications regarding level structure, line type, and line weight. Any corrupted files shall be replaced by Engineer at no additional cost to City. The Engineer shall provide all maps to the City in digital files generated using MicroStation brand computer aided drafting software. These files shall include all reference files, and cell libraries, and shall be created consistent with Texas Department of Transportation specifications regarding level structure, line type, and line weight. In addition to these electronic files, hard copies shall be supplied or in such other formats as instructed by the City herein. The Engineer shall design, develop and prepare all documents in English units. Provide general coordination and administration of contract work, including internal staffing and task assignments. All files generated for the project will be delivered to City.

The Engineer shall submit progress reports to the City on a monthly basis. The following information shall be included in each report:

- a. Task(s) worked on since previous report submission
- b. Estimates of the percent complete for each task
- c. The anticipated work schedule until the next report is due
- d. Comments, concerns and discoveries that could affect the successful completion of the project

B. Progress Schedule

The Engineer shall prepare and submit, on a monthly basis, a formal (typewritten) progress report with the percentage completion of each task outlined. It is assumed the schedule for the final PS&E deliverables will proceed independently of right-of-way acquisition, utility relocations and environmental analysis and remediation, if required and performed by others.

C. Research and Data Gathering

1. Attend a project "Kick-off meeting conducted by the City. The purpose of the meeting will be to set the basic parameters for the project and to discuss roles of the team members, technical requirements, schedule, and deliverables.
2. Walk the project site and take photographs along the corridor for use during design
3. Obtain as-built data for existing public utilities, storm-sewer, and/or paving plans for intersecting streets.
4. Obtain existing hydrologic and hydraulic studies and models for streams the proposed trail

EXHIBIT “A” SCOPE OF SERVICES

Rowlett Trail Extension – North Section
extension will cross.

Scope of Work

D. Meetings

The Engineer shall attend three (3) design meetings.

II. PEER REVIEW OF CONCEPT PLAN & 30% DESIGN

The Engineer will review the Concept Plan (prepared by Halff Associates, Inc.), including:

1. Horizontal and vertical alignments
2. Proposed typical trail sections
3. Drainage structure locations, size, geometries and hydraulic adequacy of receiving systems (storm sewers and channels), verification and analysis of existing and proposed hydrologic and hydraulic models or calculations.
4. Number and approximate location of proposed trail bridges

The City shall provide all electronic files used in the preparation of the Concept Plan.

The right-of-way acquisition for the trail, if required, will be performed by the City of Allen. Utility relocations will be performed by the City of Allen. Any environmental constraints will be noted and remediated by the City.

The Engineer will conduct a multidisciplinary Peer Review of the Concept Plan plans using the above electronic files and well as hard copies. This review will check for consistency with AASHTO Guide for the Development of Bicycle Facilities, 4th Edition (2012) and current ADA trail design standards, as well as applicable City of Allen and TxDOT standards. Any issues with the trail geometric and/or drainage designs will be noted, including constructability.

Potential geotechnical and structural issues with bridge foundations and retaining walls will be identified. This Peer Review is a necessary step for the acceptance of the Concept Plan by the Engineer. The Peer review will also require for the Engineer to recover and verify previously set Horizontal and Vertical survey controls, including benchmarks (this is essentially verifying survey control set by others for the project).

5. The Engineer shall submit findings, including discrepancies, recommendations and possible solutions in a Peer Review Technical Memorandum to the City for review and comment. The Engineer will revise the Concept Plans if necessary. The Engineer will also coordinate with the City to obtain comments regarding the technical memorandum. The Engineer shall meet with the City to discuss and finalize any outstanding issues to the mutual agreement of Engineer and City.

The Engineer will include 30% design for the trail extension.

6. The Engineer will prepare an environmental document.

An environmental impact assessment of the hydrologic, soils, and biologic features of the Rowlett Creek Trail Extension Project Area – North Segment will be conducted within this scope. These environmental features can include presence/absence of threatened and endangered species or their habitats, migratory bird colony nesting habitats, and jurisdictional waters of the U.S.

Preliminary remote mapping of the area will be conducted prior to a field visit. The remote mapping will include, but not be limited to the following resources:

- United States Geological Survey
- National Resources Conservation Service (NRCS) Soils Data
- USGS 7.5-minute topographic map
- National Hydrography dataset (USGS)
- United States Fish and Wildlife Service - National Wetland Inventory (NWI)
- United State Environmental Protection Agency (EPA) Ecoregions
- United States Fish and Wildlife Service – Threatened and Endangered Species

EXHIBIT "A"

SCOPE OF SERVICES

Rowlett Trail Extension – North Section

Scope of Work

- Texas Parks and Wildlife Department – Threatened and Endangered Species

Upon completion of the remote sensing, a field investigation will be conducted. An environmental field survey will be conducted of the Project Area and any potential WOUS features will be mapped and the ordinary high water mark (OHWM) noted. Any wetlands found on site will also be mapped. Wetland and upland areas will be determined using the 1987 US Army Corps of Engineers (USACE) Wetland Delineation Manual and the Regional Supplemental Wetland Determination Data Form - Great Plains Region (Version 2.0). Once all waterbodies have been delineated and assessed as to their jurisdictional status, the next approach will be to determine Section 404 permitting options.

a. Environmental Impact Assessment

An important component of the delineation process is the determination of appropriate functions and values of waters of the U.S. This determination is necessary for the USACE to verify the adequacy of any delineations and any required mitigation.

Using available literature, the soil survey, and USGS topographic maps, we will provide a description of the functions and values of the project site. As part of the functions/values determination, we will provide the Client with the appropriate wetland delineation forms, map of jurisdictional waters overlain on the site plan, and any evaluation of the waters of the U.S., as well as the riparian corridor, within the proposed project site. The wetland forms will include the vegetation characteristics of the jurisdictional waters, soil profiles, and hydrologic information per the 1987 Corps of Engineers Wetland Delineation Manual and the Regional Supplement to the 1987 Corps of Engineers Wetland Delineation Manual. The delineation will be conducted in accordance with the 2020 Navigable Waters Protection Rule.

A Global Positioning System (GPS) or iPad-based mapping tool will be used to map jurisdictional waters of the U.S. Data collected in the field will be downloaded to existing Microstation/AutoCAD files to overlay on the existing topographic maps for the project. Exhibits indicating all jurisdictional waters of the U.S. will be prepared for inclusion in the wetland survey report.

The Project Area will be assessed for potential threatened and endangered species habitats, migratory bird colony nesting areas, and significant arboreal riparian areas. Fish and wildlife observed in the area and assess the potential habitat for suitability with any rare species will be documented.

A Natural Resources Assessment Report will be prepared describing the limits and types of waters of the U.S., threatened and endangered species, migratory bird colony nesting habitat, significant arboreal riparian habitats, and a general assessment of the natural resources in the area as well as those found within the project site. The report will contain descriptions of the environmental features, site maps with waters shown, and permitting options.

b. Additional Environmental Services

- A Section 404 (of the Clean Water Act) permit is not included in this scope. Should a Section 404 permit be required, we could conduct this process as Additional Services.
- It is not anticipated that threatened and endangered species, or their habitats, would be impacted by the proposed project. If the USACE requires additional threatened and endangered species coordination with Texas Parks and Wildlife Department and/or U.S. Fish and Wildlife Service to process a Section 404 permit, this would be considered Additional Services.
- It is assumed that an archeology survey will not be required. Should one be required, we will conduct this as Additional Services.
- A detailed tree survey is not included in this scope. Although the scope includes identifying

Page 4 of 12

EXHIBIT "A"

SCOPE OF SERVICES

- | | |
|---|--|
| Rowlett Trail Extension – North Section | Scope of Work |
| | significant riparian arboreal features, it does not include tagging and geo-locating individual trees. A detailed tree survey can be conducted as Additional Services. |
| v. | This scope and fee assumed the three sections will be conducted in one series of field visits. Should they be separated as individual projects, additional fees may be required. |

Environmental Services Fee

The environmental document will be accomplished for total lump sum fee of \$9,700.

7. 30% Design will include bridges and retaining wall.

III. 60% DESIGN

Upon final acceptance of the Peer Review Technical Memorandum and 30% Design, the Engineer will proceed to develop the 60% PS&E Package.

A. Title Sheet

Incorporate any comments from 30% Design and further detail sheet for 60% submittal. Title sheet shall be consistent with the latest template used by the Allen City Department of Public Works.

B. General Notes/Specifications

The Engineer shall compile all pertinent General Notes and develop any Special Provisions/Special Specifications applicable and required for this project. The Engineer will utilize TxDOT 2014 Standard Specifications and the NCTCOG General Specifications and General Notes as directed by the City. Additional or supplemental specifications will be generated as needed.

C. Estimate and Summary Sheets

All summaries shall be consolidated into the various work categories and by bid item codes. Any quantities shown "For Contractor Information Only" will be shown as such. No sheet quantities will be provided.

D. Horizontal Control

Engineer will prepare project layout sheet showing the proposed centerline alignment, control points, and existing right-of-way within the limits of the project. Engineer shall update centerline alignment and curve data tables if necessary.

E. Typical Sections

Incorporate 30% Design review comments and further detail sheet for 60% submittal.

F. Trail Plan & Profile Sheets

The Engineer shall incorporate 30% Design review in the 60% submittal. Trail plan and profile sheets shall be at a 1" = 20' scale (full size) and 1" = 40' (half size).

G. Demolition and Removal Plans

The Engineer shall determine and verify the structures and items to be removed and shall review and confirm these with Allen City prior to preparing the demo plan set. The Demo Plan Set shall include the following, but not limited to:

- Pavement removals such as concrete pavement and sidewalks
- Drainage feature removals such as but not limited to pipe, culverts, rock rip, headwalls, gabions, inlets and other drainage appurtenances as identified by engineer during completing the plans.

H. Trail Signs

The Engineer shall include trail signs in the detail sheets.

I. Miscellaneous Details

EXHIBIT “A” SCOPE OF SERVICES

Rowlett Trail Extension – North Section

Scope of Work

The Engineer shall prepare a preliminary set of construction details for non-standard or unique items which require special dimensions or additional information. Including handrails, ramp details, paving details, curb details, bollards, driveways and others. The plans shall also include pavement markings, crosswalk markings and follow TxMUTCD, City of Allen and AASHTO guidelines (if discrepancies between any of these the City shall decide). These details will be updated in subsequent PS&E phases per City and City review comments and/or relevant design modifications made by the Engineer.

J. Small Sign Summaries

Small sign summaries will be prepared for all proposed small signs. The sign summary will include sign location, mount type, sign description and size.

K. Small Sign Details

The signs will be included in detail sheets

L. Drainage

The Engineer shall develop drainage designs and plans in accordance with the City of Allen, Drainage Design Criteria and shall coordinate with the City on software being used for hydraulics/hydrology design efforts on the project. The following tasks are also to be included:

- Perform final drainage design-storm sewer sizing and alignment design, culvert sizing, inlet sizing
- Prepare final inlet design sheets, hydraulic design
- Prepare profiles for ditches (if needed)
- Determine outfall grading requirements and prepare plans and details for channel protection,
- Prepare details for connections to existing systems or creek channels within the ROW (where applicable)
- Provide plans sheets and details to construct storm sewer and culvert outfalls
- Analyze storm sewer outfall flows onto the trail alignment. Review outfall details
- The capacity shall be verified, and hydraulics shall be performed on existing structures within the ROW that are to remain in place.

M. Drainage Area Maps

The Engineer will include calculated direct runoff based on the design frequency shown in the design criteria for this project or as directed by the City and initially performed at the 30% design phase. Drainage areas outside the proposed ROW will be delineated using the drainage area contours in the 30% PS&E Package electronic files provided by the City. If needed, NCTCOG 2' contours or other available data will be used to supplement the drainage area topography.

N. Hydrologic and Hydraulic Calculations

Based on the Peer Technical Review, hydrologic calculations will be further developed using the Rational Method for areas less than 200 acres. These hydrologic calculations shall include (but not limited to):

- Drainage area number to corresponding inlet/culvert number and size of drainage area
- Runoff coefficient (including percentage of each cover to arrive at weighted runoff coefficient) Time of concentration (i.e. sheet flow, overland flow, & channel flow)
- Design storm frequency and corresponding intensity
- Calculated design flow

Culvert hydraulic calculations (for proposed, existing and modified structures) shall include (but not limited to):

- Structure description: material, size, & entrance (inlet)
- Design discharges, flow per barrel, pipe slope, and Manning n-value
- Inlet flow line, allowable headwater, roadway elevation, calculated inlet headwater elevation
- Outlet flow line, tailwater for design frequency/frequencies, type of flow, critical depth, and calculated friction losses, calculated outlet water elevation
- Controlling headwater elevation, outlet velocity, and recommended countermeasures to maintain an acceptable outlet velocity

EXHIBIT “A” SCOPE OF SERVICES

Rowlett Trail Extension – North Section

Scope of Work

- Trail side ditch calculations using Manning’s Equation

Storm sewer hydraulic data sheets (for proposed, existing and modified structures) shall include (but not limited to):

- Pipe length
- Hydrologic data, including drainage area, time of concentration, intensity, and design discharges
- Hydraulic data, including travel time in conduit, design pipe size, friction loss, head loss, and HGL elevations
- Bridge hydraulic modeling for proposed conditions
- Calculate and verify required bridge hydraulic openings and configurations for each bridge
- Verify freeboard and low cord bridge elevation for each bridge.

O. Culvert Layouts (Plan and Profile)

Based on the Peer Technical Review, the Engineer will prepare culvert layouts for new and/or revised culverts.

Culvert layouts shall include plan and profile showing existing and proposed grades. The layouts shall include pipe size, material, length, and flowline data. Headwalls will be TxDOT standard headwalls or safety end treatments.

P. Storm Sewer Plan and Profile

Based on the Peer Technical Review, the Engineer will revise as needed the plan and profile of the storm sewer systems (trunk and laterals) shown in the 30% design.

Storm sewer plan and profile sheets shall depict storm sewer, inlets and manholes. The storm sewer plan and profiles will be consistent with the hydraulic computations and the City of Allen Drainage Manual. Inlets, manholes and junctions will be in accordance with TxDOT standard details (as used in the 30% PS&E Package). No analysis or modeling of connecting offsite storm sewers and receiving channels are included in this proposal. Layouts shall match horizontal and vertical scales as shown in the accepted 30% PS&E Package plan set.

Q. Drainage Details

The Engineer shall identify and insert all applicable City of Allen and/or TxDOT standard details. Modification to inlets, pipe connection, bedding details, and other elements pertaining to drainage details shall be included under this work task. Handrail details will be developed for culvert crossings which have an edge drop-off condition which may warrant handrails.

R. Retaining Walls

The Engineer shall prepare retaining wall layouts along the Trail. The wall layouts shall include, but not limited to, plan and profile of the wall, typical section, and City of Allen Standard Construction Details. The wall designs shall be based on geo-technical soils report recommendations. The Engineer shall coordinate the selection of wall types, locations, limits with the City of Allen staff.

The Engineer shall determine if any additional walls are required and verify the need for and length of the retaining walls as shown on the Schematic Plans.

S. Traffic Control Plan

Not included. It will be prepared by construction contractor.

T. Construction Sequence Plan

Not included. Construction sequence plans will be prepared by construction contractor.

U. Erosion Control Plan

The Engineer shall prepare erosion control layout sheets showing limits of areas that will be impacted by construction activity, location of sediment control devices, rock filter dams, permanent seeding, soil retention blankets, near bridges and drainage outfall locations, etc. The Engineer shall prepare the sheets

EXHIBIT "A"

SCOPE OF SERVICES

Rowlett Trail Extension – North Section

Scope of Work

in plan/plan view. The plan will identify the SWP3 components that will mitigate the impacts of construction activities. The actual SWP3, Notice of Intent (NOI), and any related TCEQ permitting will be considered additional services.

V. Cross Sections

Incorporate any 30 % Design Review comments and further detail sheets for 60% submittal. Ditch profiles, ditch grading, and ditch layouts and typical sections shall be provided if needed.

W. Construction Standard Details

The Engineer shall identify and insert all applicable City of Allen and/or TxDOT standard and/or non-standard details. In addition, these details shall be accompanied by the appropriate general notes, special specifications, special provisions, and method of payment.

X. Structural Plans

The scope of work consists of three (3) new Pre-Fabricated wood or steel pedestrian bridge structures. In addition to the three bridges, a portion of the trail will require the design of 300 ft long retaining wall. The basic description and location of the bridges and retaining wall in question, at the present time, are based on a set of Schematic Design drawings that were provided to us. The bridges and retaining wall are as follows:

New McDermott Drive Bridge: 14' wide Pre-Fabricated wood or steel bridge across the embankment located at the west side of the park next to McDermott Drive and shown on sheet L1.01 with 2 abutments and approach segments. (L = +/- 60ft)

New Bridge to Trail Head: 14' wide Pre-Fabricated wood or steel bridge across the tributary branch located at the west side of the park and shown on L1.06 with 2 abutments and approach segments. (L = +/- 100 ft)

New Retaining Wall 300 LF: 300 LF of conventional cantilevered retaining wall will be needed on the west side of the of the trail near New McDermott Drive Bridge. The wall is shown on sheet L1.01. (L = +/- 300 ft)

New Connector Bridge: 14' wide Pre-Fabricated wood or steel bridge across the tributary branch located on the west side of the park and shown on sheet L1.08 with 2 abutments and approach segments. (L = +/- 120 ft)

1. Retaining Wall Design: The retaining wall is assumed to be a conventional cantilevered retaining wall and that we will be able to use the TxDOT standards for its design and submittal. If the retaining wall foundation ends up having to be placed on piers an additional fee will be charged as indicated below.
2. Schematic Design Phase: Prepare a narrative to describe the major structural components for the project.
3. Design Development Phase: Develop preliminary plans, details and specifications with sufficient information to obtain preliminary pricing for the project.
4. Contract Document Phase: Prepare drawings and specifications in sufficient detail to allow a contractor to price and construct the structural elements of the project. Drawings will be produced using AutoCAD, Release 2020.
5. Bidding Phase: Prepare any necessary clarifications or addenda to assist contractors in pricing the structural components of the project.
6. Construction Phase: Review all shop drawings/submittals of the components shown on the structural drawings. Respond to questions/RFIs submitted by the Contractor. Review testing and inspection reports. Visit the site during construction to observe progress of the structural work. Four (4) site visits assumed.

ADDITIONAL STRUCTURAL ENGINEERING SERVICES

Page 8 of 12

EXHIBIT “A” SCOPE OF SERVICES

Rowlett Trail Extension – North Section

Scope of Work

Additional Services include any structural engineering services that are not listed as Basic Services. If requested and agreed in writing, Additional Services will be provided for mutually agreed additional fees, as outlined under “Compensation” below. Such work includes:

1. Preparing details to accommodate contractor preferences.
2. Preparing details to correct construction errors.

STRUCTURAL SERVICES FEES

1. BASIC SERVICES

Lump sum fees:

North Section:	New McDermott Drive Bridge	\$6,300
	New Bridge to Trail Head	\$6,300
	New Retaining Wall 300 LF	\$5,200
	Additional fee <i>if</i> wall need to be on piers	\$2,500
	New Connector Bridge	\$6,300
		\$26,600

Allocation of fees as listed below for billing purposes:

Schematic Design	15%
Design Development	25%
Contract Documents.....	40%
Bidding	5%
Construction phase	15%
Total.....	100%

2. ADDITIONAL SERVICES

No additional services will be performed without prior authorization by the City.

Y. Bridge Plans and Structural Details

Included in Section X above.

60% DELIVERABLE:

1. Submit pdf file of 60% design set via Bluebeam.
2. Incorporate 30% review comments into the 60% set.
3. Submit the 60% Opinion of Probable Construction Cost.

IV. 90% DESIGN

Make necessary revisions to the 60% plans based on review comments. Address review comments and complete the level of detail for 90% submittal. Perform final trail and drainage design, horizontal and vertical geometry, storm sewer sizing and alignment, culvert and inlet design.

Engineer shall engage Robert Ferkin (RAS) of Barrier Free Texas™, a Registered Accessibility Specialist (RAS), to conduct a TDLR/TAS plan review of the 90% design for accessibility.

90% DELIVERABLE:

1. Submit pdf file of the 90% design set via Bluebeam.
2. Submit pdf of the 60% City and city markup.
3. Submit one (1) copy and pdf file of the Preliminary Specification Book, including bid schedule.
4. Submit the 90% Opinion of Probable Construction Cost.

V. 100% DESIGN

Page 9 of 12

EXHIBIT “A” SCOPE OF SERVICES

Rowlett Trail Extension – North Section

Scope of Work

Make necessary revisions to the 90% plans based on review comments. Address review comments and complete the level of detail for 100% submittal.

100% DELIVERABLE:

1. Submit four (4) full size and four (4) half size sets of the 100% PS&E (signed and sealed). Include one (1) pdf file of the 100% design set.
2. Submit copies of the 90% City and city markup.
3. Submit the 100% Opinion of Probable Construction Cost and one (1) copy and pdf file of the Final Specification Book (including final bid schedule sheets) for the project.

VI. BID PHASE SERVICES

The Engineer will attend one (1) pre-bid meeting to be conducted by the City. The Engineer will support City on responding to RFI's and written contractor questions, as well as providing clarifications when needed during the bidding process. Engineer will attend site walk at City's request.

VII. CONSTRUCTION PHASE SERVICES

- A. Review and submit comments and recommendations to City for shop drawings.

SPECIAL SERVICES

I. GEOTECHNICAL SERVICES

Geotechnical services consist of geotechnical borings, laboratory testing and a geotechnical report including bridge foundation recommendations, and onsite soil and select back fill lateral earth Pressure (equivalent fluid pressure) recommendations for the retaining wall design.

Included are a total of six (6) bridge borings to the specified depths in the table below or 10 feet into intact bedrock, whichever comes first, and two (2) retaining wall borings to a depth of 25 feet or 5 feet into intact bedrock, whichever comes first. It is anticipated that bedrock may be on the order of 30 to 60 feet below existing ground surface at this site.

Locations	Number of Borings	Minimum Depth per Boring (ft)	Total Drilling Footage
Location A – New McDermott Drive Bridge	2	35	70
Location C – New Bridge to Trail Head	2	40	80
Location D – New Connector Bridge	2	45	90
Location F – Retaining Wall 300 LF	2	25	50
Total	8	-	290

Texas Cone Penetrometer (TCP) test (Tex-132-E) will be performed at five-foot intervals beginning at a depth of five feet. Sampling will be performed continuously to depth 10 feet and at 5-foot intervals thereafter to the termination depth. If intact rock is encountered in bridge borings, rock coring will be performed to 10 feet below first encounter. If intact rock is encountered in retaining wall borings, rock coring will be performed to 5 feet below first encounter.

These borings will be used to determine site stratigraphy and to obtain samples for laboratory testing. Shelby tube sampling will be performed in cohesive soils and split spoon sampling will be performed in cohesionless soils.

The rock core samples will be retrieved from the borehole and the percent recovery (REC) and the Rock Quality Designation (RQD) will be recorded for each 5-foot run. The core samples will be visually examined for rock type

Page 10 of 12

EXHIBIT "A"

SCOPE OF SERVICES

Rowlett Trail Extension – North Section
and features, which will be properly documented on boring logs along with the REC and RQD values. The samples will be then wrapped and secured in core boxes for transportation to our laboratory.

Scope of Work

Selected laboratory testing will be conducted on soil samples that are representative of the materials obtained during the field exploration. The tests will be used to evaluate and classify the soils and identify subsurface site characteristics. All the field and laboratory tests will be performed according to ASTM standards, where applicable, or with other established procedures.

A geotechnical report of our study will be prepared by an engineer specializing in soil and rocks mechanics and foundation engineering after reviewing available structural, geological, boring, and laboratory data. In general, the following items will be included in our report:

- Site vicinity map,
- Plan of borings,
- Table of laboratory results,
- Boring logs and key to terms,
- Generalized subsurface conditions,
- Groundwater level observations,
- Site Geology,
- Bridge foundation recommendations, and
- Onsite soil and select back fill lateral earth Pressure (equivalent fluid pressure) for retaining wall design.

Schedule

Draft report will be submitted approximately 5 to 7 weeks following receipt of a written notice to proceed and all the right of entries/permitting to complete the field work, as per the following estimated schedule:

- Field Work (Marking boring locations, clearing utilities, obtaining permits, coordinating, site clearing and completing drilling): 2-3 weeks
- Laboratory Testing: 1-2 weeks
- Engineering & Draft Report Preparation: 2 weeks
- Final Report: 1-2 weeks after comments

If requested, draft logs can be provided throughout the progress of the investigation as testing is completed.

Right of entry for the sites will be obtained from City of Allen and the application for the right of entry is limited to two attempts. Site clearing will be performed for the boring locations and ATV drill rig is needed to access all the borings.

A draft report will be submitted for review. After approval of draft report, a final report of the study will be submitted. Additional revisions and/or supplements to the report following approval may be considered additional services.

Fee and Conditions

Based on the scope of work outlined, the fee for our services is \$51,075.00. A detailed breakdown for the cost estimate is included with this letter. Our accounting procedures call for the submittal of invoices on a month-end basis or at the conclusion of the project should its duration last less than a month. Our credit terms are net 30 days.

Generally, our invoicing can be expected to follow our schedule as follows:

- Completion of Field Work (or monthly): up to 50% Fees
- Completion of Lab Work: up to 75% Fees
- Draft Report Preparation: up to 95% Fees
- Final Report Preparation: up to 100% Fees

The following assumptions were made in preparing this scope of work:

- No known contamination exists at the sites and standard geotechnical drilling and sampling is appropriate for the sites.
- It is assumed no special permits or right of entry requirements are needed to complete this geotechnical investigation.
- Approximate existing grade elevation at each boring will be obtained from Google Earth.

EXHIBIT “A” SCOPE OF SERVICES

Rowlett Trail Extension – North Section

Scope of Work

- Approximate latitudes and longitudes for the boring locations will be obtained using a hand held GPS unit which accuracy may be +/- 20 feet laterally.
- Laboratory samples will be held for no more than a period of 60 days following completion of the final report or 120 days following completion of the draft report, whichever is less.

The scope of services described is appropriate for the project configuration presented to us. If anomalous conditions are encountered, or if the project configuration changes significantly, a change in work scope may be required. No changes will be implemented without prior City authorization.

Texas One Call System will be contacted to locate buried utilities. We will take care to minimize damage to existing facilities; however, our activities may result in some damage to vegetation or unidentified existing utilities. Fee specifically excludes any costs associated with restoration of vegetation or repair of utilities damaged by our operations that were not previously identified by Texas One Call and other field observations.

EXCLUSIONS (services not included but can be provided as additional services)

- Construction phase services, including surveying, staking, inspections, sampling and testing.
- Property surveys, boundary surveys, right of way surveys, title searches, easements, etc., (AZ&B will use City provided property surveys).
- Easements documents (i.e., drainage easements, utility easements, special use and temporary construction easements, etc.,)
- Acquisition of right-of-entry permits.
- Utility Coordination and Conflict Resolution: City will serve as the Utility Coordinator with AZ&B assistance with exhibits.
- Preparing data and reports for assistance to the City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- Assisting the City in defense or prosecution of litigation in connection with or in addition to those services contemplated by the Agreement. Such services if any shall be furnished by the Engineer on a fee basis negotiated by the respective parties outside of an in addition to this Agreement.
- Design, contract modifications, studies, or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- SWP3, Notice of Intent (NOI), and any related TCEQ permitting.
- Modeling of existing storm sewer systems that are outside of the trail ROW.
- Electrical engineering design is not included for any type of lighting on or under bridges, trail path, or intersections.
- Traffic analysis is not included.
- USACE, FEMA, TCEQ, TDLR, ADA nor City of Allen permits, fees (beyond those identified in Exhibit B), studies, and mitigation plans.
- Performing FEMA flood studies, and/or delineating Flood Plains.
- Utility design and utility relocation plans or inclusion into PS&E set.
- Re-tagging of trees prior to construction.
- Construction observation visit in excess of those included in Section VII, D. of Basic Services. Any and all environmental services, whether it is federal, state or local, including but not limited to permitting, permits, hazmat, remediation and sampling.
- Preparation of Record Drawings utilizing City and contractor as-built information (legible construction plan redlines only).
- Irrigation and landscaping plans are limited to landscape restoration and seeding/grassing plans. Irrigation and landscaping plans for the entire length of the project are not included.
- A complete Boundary or Right of Way Survey is not included in this Scope.
- A complete Tree Survey is not included in this Scope.
- A Wetland Survey is not included in this Scope.
- Subsurface Utility Engineering (SUE) is not included in this Scope.
- Preparation of any Zoning or Platting documents is not included in this Scope.
- Determination of property ownership is not included in this Scope.
- Attendance at P&Z, City Council meetings and/or other meetings is not included in this Scope.
- Construction staking is not included in this Scope.
- Post-construction as-builts are not included in this Scope.

EXHIBIT "A"

SCOPE OF SERVICES

Exhibit B City of Allen Rowlett Trail Extension, Sept. 3, 2021 North Section

Category	Estimated Time in Hours					Total Hours	Total Labor Fee	Survey Fee	Reimbursable Expenses						Total Expenses	Total Project Costs
	PM	H&H Engineer	Project Engineer	EIT	Technician				Sub Consultant Fees	Car Rental w/ Fuel	Mileage	Lodging	Printing	Misc.		
Billing Rate	\$190.00	\$179.00	\$163.00	\$124.00	\$118.00											
PART 1 BASIC SERVICES																
I. PROJECT COORDINATION and QA/QC	86	26	86	16	32	246	\$40,772.00		\$0.00	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	\$40,972.00
A. Coordination and QA/QC	72		80			152	\$26,720.00								\$0.00	\$26,720.00
B. Progress Schedule	8					8	\$1,520.00								\$0.00	\$1,520.00
C. Research, Data Gathering	0	24	0	16	32	72	\$10,056.00				\$100.00				\$100.00	\$10,156.00
D. Meetings	6	2	6			14	\$2,476.00				\$100.00				\$100.00	\$2,576.00
II. PEER REVIEW OF CONCEPT PLAN & 30% DESIGN	6	135	201	87	87	516	\$79,122.00	\$13,690.00	\$0.00	\$0.00	\$0.00	\$200.00	\$0.00	\$13,890.00	\$13,890.00	\$93,012.00
1. Horizontal and vertical alignments			15	15	15	45	\$6,075.00								\$0.00	\$6,075.00
2. Proposed typical trail sections			6	12	12	30	\$3,882.00								\$0.00	\$3,882.00
3. Drainage structure locations, size, geometries and hydraulic adequacy of receiving systems (storm sewers and channels) and Verification and Analysis of Hydrologic and Hydraulic Models		75	75			150	\$25,650.00								\$0.00	\$25,650.00
4. Number, type, geometry and location of proposed trail bridges		30	30			60	\$10,260.00								\$0.00	\$10,260.00
5. Peer Review Technical Memorandum & 30% Design	6	30	75	60	60	231	\$33,255.00					\$200.00		\$200.00	\$33,455.00	\$33,455.00
6. Environmental Document						0	\$0.00	\$9,700.00						\$9,700.00	\$9,700.00	\$9,700.00
7. 30% Structural Design						0	\$0.00	\$3,990.00						\$3,990.00	\$3,990.00	\$3,990.00
III. 60% DESIGN	26	161	325	261	130	903	\$134,438.00	\$6,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,650.00	\$6,650.00	\$141,088.00
A. Title Sheet			2	15	8	25	\$3,130.00								\$0.00	\$3,130.00
B. General Notes/Specifications	8	16	20			44	\$7,644.00								\$0.00	\$7,644.00
C. Estimate and Summary Sheets	2		20	40	10	72	\$9,780.00								\$0.00	\$9,780.00
D. Horizontal Control			20	20		40	\$5,740.00								\$0.00	\$5,740.00
E. Typical Sections			8	8	8	24	\$3,240.00								\$0.00	\$3,240.00
F. Trail Plan & Profile Sheets			100	60	44	204	\$28,932.00								\$0.00	\$28,932.00
G. Demolition and Removal Plans			6	12	18	36	\$4,590.00								\$0.00	\$4,590.00
H. Trail Signs						0	\$0.00								\$0.00	\$0.00
I. Miscellaneous Details			10		4	14	\$2,102.00								\$0.00	\$2,102.00
J. Small Sign Summaries			10		4	14	\$2,102.00								\$0.00	\$2,102.00
K. Small Sign Details						0	\$0.00								\$0.00	\$0.00
L. Drainage		15				15	\$2,685.00								\$0.00	\$2,685.00
M. Drainage Area Map		15				15	\$2,685.00								\$0.00	\$2,685.00
N. Hydrologic and Hydraulic Calculations	12	90	75			177	\$30,615.00								\$0.00	\$30,615.00
O. Culvert Layouts (Plan and Profile)		12		30		42	\$5,868.00								\$0.00	\$5,868.00
P. Storm Sewer Plan and Profile		3		18	12	33	\$4,185.00								\$0.00	\$4,185.00
Q. Drainage Details		6		12	6	24	\$3,270.00								\$0.00	\$3,270.00
R. Retaining Walls - See Structural						0	\$0.00								\$0.00	\$0.00
S. Traffic Control Plan						0	\$0.00								\$0.00	\$0.00
T. Construction Sequence Plan						0	\$0.00								\$0.00	\$0.00
U. Erosion Control Plan & Landscape and Sodding/Seeding Plan	2	2	16	8	8	36	\$5,282.00								\$0.00	\$5,282.00
V. Cross Sections			30	30		60	\$8,610.00								\$0.00	\$8,610.00
W. Construction Standard Details	2	2	8	8	8	28	\$3,978.00								\$0.00	\$3,978.00
X. Structural						0	\$0.00	\$6,650.00						\$6,650.00	\$6,650.00	\$6,650.00
Y. Bridge Plans and Structural Details - see Structural						0	\$0.00								\$0.00	\$0.00
IV. 90% DESIGN	10	43	81	39	15	188	\$29,406.00	\$8,898.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,898.00	\$8,898.00	\$38,304.00
A. Address 60% Comments & Update Plans	3	6	30	15	15	69	\$10,164.00								\$0.00	\$10,164.00
B. Address 60% Comments & Update Calculations		30	15			45	\$7,815.00								\$0.00	\$7,815.00
C. 90% Draft Specifications	6	6	24	12		48	\$7,614.00								\$0.00	\$7,614.00
D. 90% OPCC	1	1	12	12		26	\$3,813.00								\$0.00	\$3,813.00
E. TDLR Submittal						0	\$0.00	\$1,450.00						\$1,450.00	\$1,450.00	\$1,450.00
F. Address Structural Comments						0	\$0.00	\$7,448.00						\$7,448.00	\$7,448.00	\$7,448.00

North Section Page 1 of 2

EXHIBIT "A"

SCOPE OF SERVICES

Category	Estimated Time in Hours						Total Labor Fee	Survey Fee	Reimbursable Expenses						Total Expenses	Total Project Costs
	PM	H&H Engineer	Project Engineer	EIT	Technician	Total Hours			Sub Consultant Fees	Car Rental w/ Fuel	Mileage	Lodging	Printing	Misc.		
	Billing Rate	\$190.00	\$179.00	\$163.00	\$124.00	\$118.00										
V. 100% DESIGN	1	16	45	15	15	92	\$14,019.00		\$3,192.00	\$0.00	\$0.00	\$0.00	\$800.00	\$0.00	\$3,992.00	\$18,011.00
A. Address 90% Comments & Complete Plans	1	6	15	15	15	52	\$7,339.00						\$800.00		\$800.00	\$8,139.00
B. Address 90% Comments & Finalize Calculations		6	6			12	\$2,052.00								\$0.00	\$2,052.00
C. Finalize Specifications		3	12			15	\$2,493.00								\$0.00	\$2,493.00
D. Finalize OPCC		1	12			13	\$2,135.00								\$0.00	\$2,135.00
F. Address Structural Comments						0	\$0.00		\$3,192.00						\$3,192.00	\$3,192.00
						0	\$0.00								\$0.00	\$0.00
VI. BID PHASE SERVICES	8	0	12	0	0	20	\$3,476.00		\$1,330.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$1,380.00	\$4,856.00
A. Pre-Bid Meeting	4		4			8	\$1,412.00				\$50.00				\$50.00	\$1,462.00
B. RFIs	4		8			12	\$2,064.00								\$0.00	\$2,064.00
C. Structural Sub						0	\$0.00		\$1,330.00						\$1,330.00	\$1,330.00
VII. CONSTRUCTION PHASE SERVICES	0	0	4	0	0	4	\$652.00		\$3,990.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,990.00	\$4,642.00
AZB			4			4	\$652.00								\$0.00	\$652.00
Structural Sub						0	\$0.00		\$3,990.00						\$3,990.00	\$3,990.00
SUBTOTAL	137	381	754	418	279	1969	\$301,885.00		\$37,750.00	\$0.00	\$250.00	\$0.00	\$1,000.00	\$0.00	\$39,000.00	\$340,885.00
PART 2 SPECIAL SERVICES																
Surveying	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Control						0	\$0.00	\$0.00							\$0.00	\$0.00
North Section						0	\$0.00	\$0.00							\$0.00	\$0.00
ROW/ Property Base Map						0	\$0.00	\$0.00							\$0.00	\$0.00
Geotechnical	0	0	0	0	0	0	\$0.00	\$0.00	\$52,190.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52,190.00	\$52,190.00
North Section						0	\$0.00		\$52,190.00						\$52,190.00	\$52,190.00
SUBTOTAL	0	0	0	0	0	0	\$0.00	\$0.00	\$52,190.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52,190.00	\$52,190.00
TOTAL	137	381	754	418	279	1969	\$301,885.00	\$0.00	\$89,940.00	\$0.00	\$250.00	\$0.00	\$1,000.00	\$0.00	\$91,190.00	\$393,075.00

North Section Page 2 of 2

**EXHIBIT “A”
SCOPE OF SERVICES**

**Schedule
Rowlett Trail Extension – North Section
September 3, 2021**

Schedule: The proposed services shall begin within 5 working days of authorization to proceed. Each phase of the project will be completed within the estimate of the working days shown below. Schedule does not include time for City review and completion of surveying under separate contract.

North Section

Peer Review of Concept Plan & 30% Design:.....40 Working Days
60% Trail Design:.....40 Working Days
90% Trail Design:.....40 Working Days
100% Trail Design:.....20 Working Days
Bid Phase Services:.....20 Working Days

EXHIBIT "A"
SCOPE OF SERVICES



CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION
--

AGENDA DATE:	February 8, 2022
AGENDA CAPTION:	Authorize the City Manager to Purchase a Special Weapons and Tactics (SWAT) Vehicle for the Police Department in the Amount of \$257,600.
STAFF RESOURCE:	Kenneth Myers, Deputy Chief of Police
STRATEGIC PLANNING GOAL:	Safe and Livable Community for All.

BACKGROUND

The Allen Police Department desires to purchase a Lenco Bearcat Armored vehicle. The vehicle is specifically designed for law enforcement and Special Weapons and Tactics (SWAT) team use. The vehicle will help protect police officers during emergency responses to potentially violent incidents. The Lenco Bearcat is utilized by numerous municipal police departments in the area and therefore a proven asset.

The police department is also working to enhance the capabilities of its SWAT team to better protect the citizens and visitors to our community. As part of this enhancement, the Bearcat is a vital piece of equipment when the SWAT team is trying to safely resolve critical incidents.

This armored vehicle would upgrade and replace the 2007 Mine-Resistant Ambush Protected (MRAP) vehicle currently in the police fleet.

In 2013 the City of Allen obtained a 2007 Mine-Resistant Ambush Protected (MRAP) vehicle from the United States Military. This vehicle was originally designed to safely transport military personnel in combat zones and to protect them from improvised explosive devices (IEDs). The vehicle has been not been modified for law enforcement use other than minor changes like painting it and adding emergency lights.

The MRAP has served the police department well, but it is often not practical for some police operations. Currently, the vehicle has some repairs that are needed including replacing the ballistic glass (may exceed \$50,000) and the need for replacement batteries which are not available at this time. Additionally, the MRAP is no longer in production and thus some parts for the vehicle are no longer manufactured.

The Lenco Bearcat SWAT vehicle is much more practical as it is purpose-built for law enforcement operations and SWAT teams. Additionally, the Lenco vehicle is not built for the military and thus has a less oppressive/overbearing stance than the MRAP when out in the community.

Comparative Facts:

- The MRAP is about 40,000 lbs. and requires a special driver's license to operate. The Lenco is about 20,000 pounds and can be driven by any licensed driver though will also require training which we will continue to provide.
- The MRAP takes nearly 6 lanes to do a U-Turn. The Lenco is on a Ford 550 truck frame and can easily be driven on city streets.
- The Lenco will hold 10-12 people and gear while the MRAP holds 6-8 people.

BUDGETARY IMPACT

The Lenco Bearcat SWAT Vehicle will be purchased using the Vehicle Replacement Fund.

Price adjustments for this vehicle were offered through GSA Schedule 84 Cooperative Purchasing Agreement contract No. GS-07F-169DA.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to purchase a Special Weapons and Tactics (SWAT) vehicle for the Police Department in the amount of \$257,600.

MOTION

I make a motion to authorize the City Manager to purchase a Special Weapons and Tactics (SWAT) vehicle for the Police Department in the amount of \$257,600.

ATTACHMENT

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION
--

AGENDA DATE:	February 8, 2022
AGENDA CAPTION:	Receive the Quarterly Financial Report for Period Ending December 31, 2021.
STAFF RESOURCE:	Peter 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 December 31, 2021. Total revenues through quarter one were \$67,566,753 or 27.1% of the budgeted amount and total expenditures were \$49,158,235 or 20.1% of the budgeted amount. This report includes one quarter of fiscal year 2022 and prior fiscal year 2021 actual amounts for comparison purposes.

STAFF RECOMMENDATION

Staff recommends that the City Council receive the Quarterly Financial Report for Period Ending December 31, 2021.

MOTION

I make a motion to accept the Quarterly Financial Report for Period Ending December 31, 2021.

ATTACHMENT

[Financial Report Memo](#)
[First Quarter Financial Report FY2022](#)

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: February 8, 2022

Re: Fiscal Year 2022 – First Quarter Financial Report

Attached is the report of revenues and expenditures for the first quarter of Fiscal Year 2022. This activity transacted during the period from October 1, 2021, to December 31, 2021.

GENERAL FUND

- Sales tax revenue represents one month of collections.
- Multi-Family, Tree Permits and Commercial Permits revenues are usually high-dollar, low-volume permits and are not cyclical. These revenues are currently trending as expected.
- Charges for Services are beginning to rebound from the Covid pandemic with fewer cancellations of sporting events and live shows. Due to the nature of the winter season, the Allen ice rink is performing very well while Natatorium revenues have decreased.
- The majority of Franchise Fees are received quarterly. Payments are received within 60 days of quarter-end; thus, this category is currently trending as anticipated.
- Intergovernmental revenue is higher due to revenue recognized from the Event Center's Shuttered Venue Operators Grant.

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 revenue is beginning to improve from the Covid pandemic. Occupancy for the period averaged 54.93%. Occupancy for the same period in the previous year averaged 25.33%.



- A large portion of the Hotel Occupancy Tax Grants are for performance guarantees to secure events at the event center. Both Allen Americans hockey team and Foundation for Allen Schools received grants for this period.

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.
- 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.
- Court-related revenues are trending upward due to an increase in the number of citations issued.

GRANT FUND

- Revenue and expenditures are trending as expected with the largest portion of revenue coming from the Community Development Block Grant.

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. Installments were made this period for the purchase of a fire engine and fire truck.

FACILITY MAINTENANCE FUND

- Revenues and Expenditures are performing as expected.
- Maintenance projects not completed will be completed in the next fiscal year.

RISK MANAGEMENT FUND

- Property and Liability revenue is collected in the second quarter of fiscal years.
- 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 a significant impact of revenues.

- 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 as expected.

DRAINAGE FUND

- Revenues are performing better than expected.

GOLF COURSE FUND

- Revenues are performing better than expected.

ECONOMIC DEVELOPMENT CORPORATION

- Sales tax represents one month of collections.

COMMUNITY DEVELOPMENT CORPORATION

- Sales tax represents one month of collections.

PAY-AS-YOU-GO CAPITAL PROJECTS

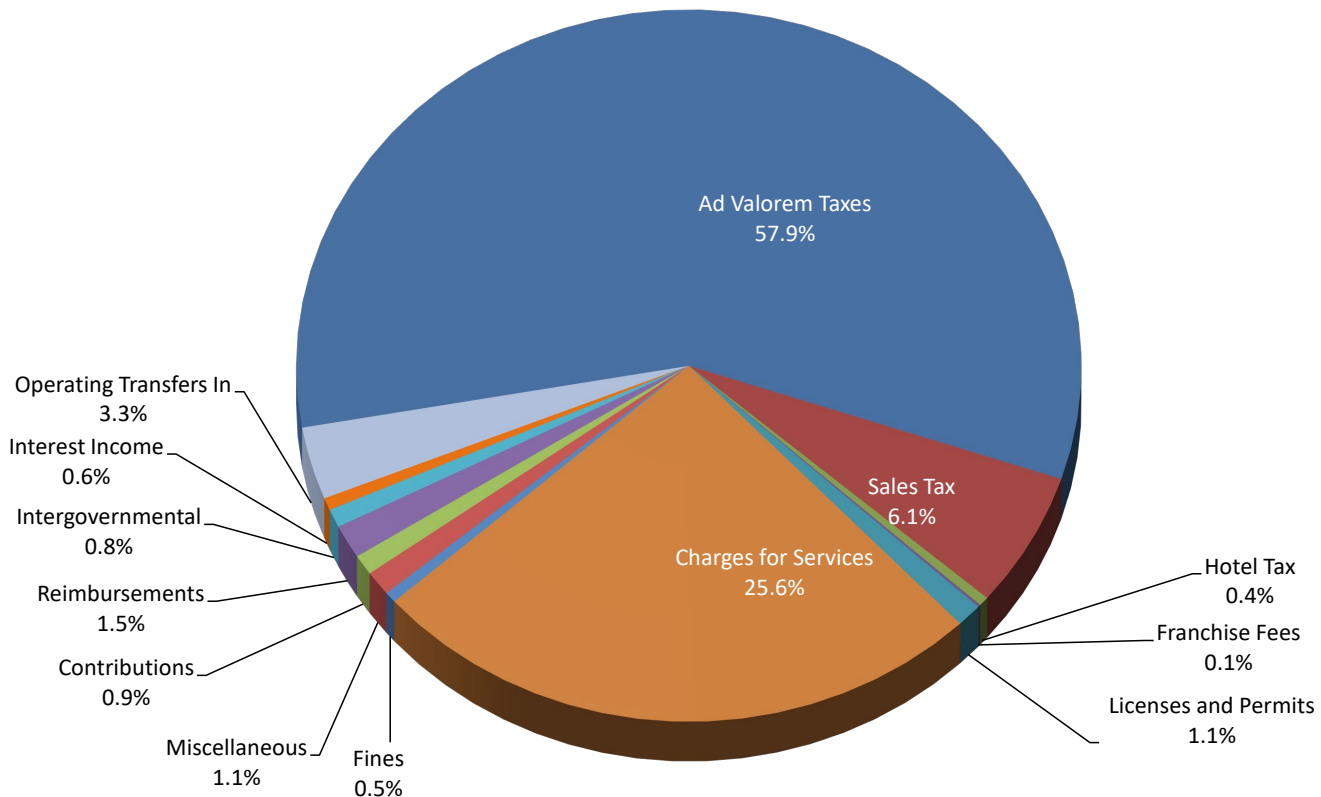
- Expenditures are mainly due to streets and alleys repairs during the first quarter.

**CITY OF ALLEN
FINANCIAL REPORT
For the Quarter Ended
December 31, 2021
(Unaudited)**

City of Allen
FY2022 Quarterly Statement of Actual Revenues & Expenditures
For Fiscal Year 2021-2022
1st 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	30,707,774	8,428,850	-	-	-	-	-	-
Sales Tax	2,096,696	-	-	-	-	-	-	-
Hotel Tax	-	-	-	-	-	-	-	283,237
Franchise Fees	75,754	-	-	-	-	-	-	-
Licenses and Permits	712,366	-	-	-	-	-	-	-
Charges for Services	1,773,847	-	-	8,757,557	1,000,037	392,807	1,036,410	-
Fines	302,538	-	-	-	-	-	-	-
Miscellaneous	127,617	-	-	30,166	-	-	43,862	-
Contributions	618,700	-	-	-	-	-	-	-
Reimbursements	902,838	-	-	35,735	-	10,087	-	-
Intergovernmental	561,828	-	-	-	-	-	-	-
Interest Income	174,436	1,400	17,835	23,623	4,675	1,819	-	4,547
Operating Transfers In	1,513,431	-	-	353,982	-	-	-	-
TOTAL REVENUES	39,567,825	8,430,250	17,835	9,201,063	1,004,712	404,714	1,080,272	287,785
EXPENDITURES								
Salaries	11,578,238	-	-	862,594	123,035	99,866	272,645	53,907
Benefits	4,977,627	-	-	450,670	55,682	54,686	130,269	28,556
Operating Costs	3,787,128	-	-	7,875,290	920,772	63,906	99,712	69,918
Supplies	255,188	-	-	8,341	5,064	16,173	23,260	197
Maintenance	733,671	-	-	53,488	688	22,963	18,320	310
Professional Services	1,895,239	-	7,500	136,854	560,247	39,642	223,809	51,625
Debt Service	-	21,506	-	506,325	-	-	-	-
Capital	-	-	-	52,094	-	22,049	-	-
Other Financing Uses	340,904	-	-	2,705,656	673,780	106,262	-	676
Depreciation	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	23,567,995	21,506	7,500	12,651,312	2,339,269	425,546	768,014	205,187

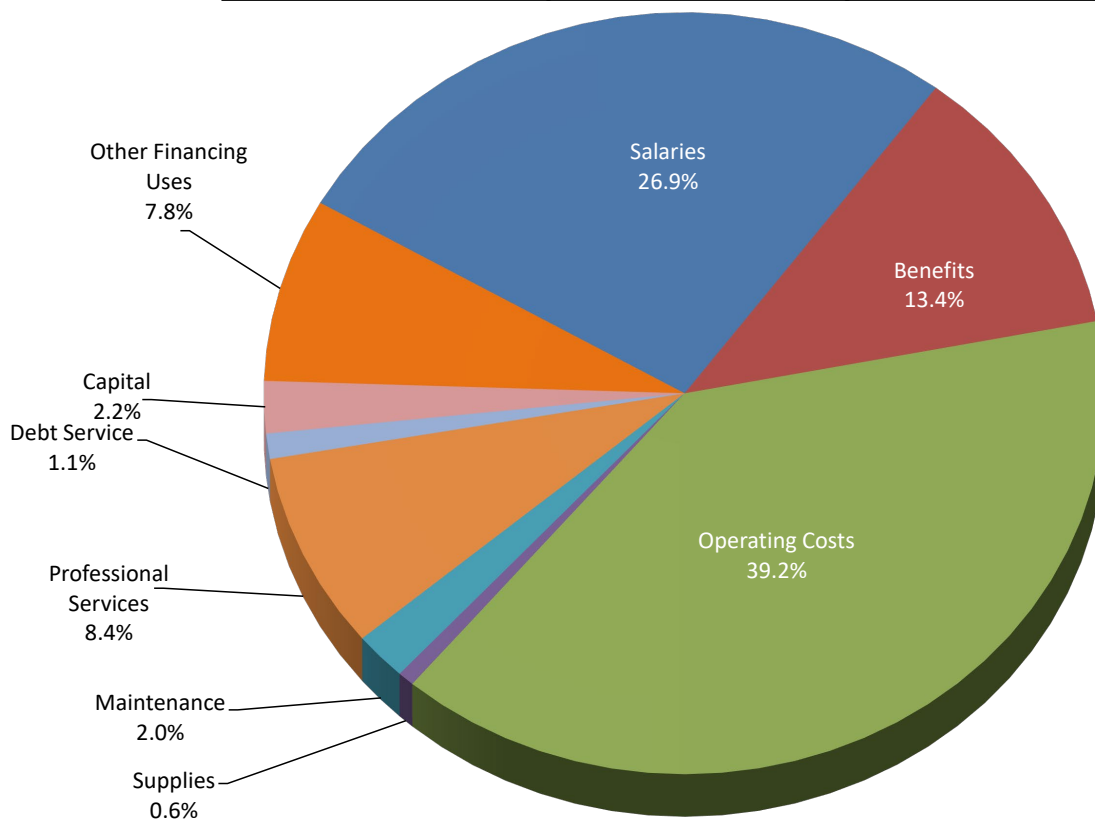
Breakdown of YTD Revenue Actuals by Character - All Funds



City of Allen
FY2022 Quarterly Statement of Actual Revenues & Expenditures
For Fiscal Year 2021-2022
1st Quarter Financial Report

Special Revenue			Internal Service Funds			Component Units		YTD FY2022 Actual	Total FY2022 Budget	Percent of Budget
Asset Forfeiture	Special Revenue	Grant Fund	Replacement Fund	Facility Maintenance	Risk Management	Economic Development	Community Development			
-	-	-	-	-	-	-	-	39,136,624	74,426,105	52.6%
-	-	-	-	-	-	1,027,541	1,027,541	4,151,778	45,101,200	9.2%
-	-	-	-	-	-	-	-	283,237	1,495,187	18.9%
-	1,071	-	-	-	-	-	-	76,825	7,034,975	1.1%
-	-	-	-	-	-	-	-	712,366	3,092,600	23.0%
-	-	-	890,137	-	3,460,871	-	-	17,311,666	96,497,101	17.9%
-	28,275	-	-	-	-	-	-	330,812	910,535	36.3%
5,618	-	409,749	125,924	-	-	6,225	5,319	754,479	1,520,146	49.6%
-	-	-	-	-	-	-	-	618,700	2,483,797	24.9%
-	-	-	17,223	-	64,449	-	-	1,030,332	2,602,113	39.6%
-	-	-	-	-	-	-	-	561,828	1,196,312	47.0%
313	4,003	712	41,091	2,823	22,156	27,789	49,780	377,002	3,517,375	10.7%
-	-	-	-	250,000	103,690	-	-	2,221,103	9,695,177	22.9%
5,930	33,349	410,461	1,074,375	252,823	3,651,165	1,061,555	1,082,640	67,566,753	249,572,623	27.1%
-	-	-	-	-	79,941	130,796	-	13,201,021	62,681,617	21.1%
-	-	-	-	-	37,684	51,420	-	5,786,594	24,454,024	23.7%
-	15,000	3,977	-	-	3,982,773	2,464,761	4,615	19,287,852	87,852,786	22.0%
-	4,186	-	-	-	60	704	1,438	314,611	3,072,135	10.2%
-	-	-	-	177,190	-	-	-	1,006,629	6,170,348	16.3%
1,273	606	399,372	-	-	29,373	57,977	704,174	4,107,690	19,267,645	21.3%
-	-	-	-	-	-	-	-	527,831	23,754,801	2.2%
-	1,040	-	925,399	-	-	-	85,448	1,086,031	3,909,483	27.8%
-	12,698	-	-	-	-	-	-	3,839,976	13,170,669	29.2%
-	-	-	-	-	-	-	-	-	160,000	0.0%
1,273	33,530	403,349	925,399	177,190	4,129,832	2,705,658	795,675	49,158,235	244,493,508	20.1%

Breakdown of YTD Expenditure Actuals by Character - All Funds



CITY OF ALLEN
General Fund
FY2022 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2022 Budget	Revised FY2022 Budget	1st Quarter FY2022 Actual	YTD Actual as of 12/31/21	Percent of Original Budget	Original FY2021 Budget	1st Quarter FY2021 YTD Actual	Percent of Original Budget
Revenue Source								
Property Taxes	\$ 56,742,452	\$ 56,742,452	\$ 30,707,774	\$ 30,707,774	54.1%	\$ 57,082,725	\$ 29,569,173	51.8%
Sales Tax*	22,644,387	22,644,387	2,096,696	2,096,696	9.3%	22,631,828	1,744,943	7.7%
Franchise Fees	6,899,740	6,899,740	75,754	75,754	1.1%	6,962,773	68,475	1.0%
Licenses & Permits	3,092,600	3,092,600	712,366	712,366	23.0%	3,516,100	825,080	23.5%
Charges for Services	9,595,242	9,595,242	1,773,847	1,773,847	18.5%	6,723,280	1,035,755	15.4%
Fines	834,577	834,577	302,538	302,538	36.3%	960,112	221,808	23.1%
Miscellaneous	554,215	554,215	127,617	127,617	23.0%	564,599	93,674	16.6%
Interest Income	593,751	593,751	174,436	174,436	29.4%	676,522	123,615	18.3%
Contributions	2,483,797	2,483,797	618,700	618,700	24.9%	663,556	168,291	25.4%
Reimbursements	2,354,843	2,354,843	902,838	902,838	38.3%	1,904,691	61,295	3.2%
Intergovernmental	123,652	123,652	561,828	561,828	454.4%	4,254,735	-	
Transfers In	6,261,414	6,261,414	1,513,431	1,513,431	24.2%	5,205,717	1,318,563	25.3%
TOTAL Revenue	\$ 112,180,670	\$ 112,180,670	\$ 39,567,825	\$ 39,567,825	50.0%	\$ 111,146,638	\$ 35,230,671	31.7%

EXPENDITURES	Original FY2022 Budget	Revised FY2022 Budget	1st Quarter FY2022 Actual	YTD Actual as of 12/31/21	Percent of Original Budget	Original FY2021 Budget	1st Quarter FY2021 YTD Actual	Percent of Original Budget
Function - Department								
<i>General Government</i>								
City Administration	\$ 1,184,800	\$ 1,184,800	\$ 253,705	\$ 253,705	21.4%	\$ 1,411,366	\$ 470,987	33.4%
City Secretary	898,404	898,404	286,902	286,902	31.9%	950,907	220,517	23.2%
Public & Media Relations	1,419,438	1,419,438	307,741	307,741	21.7%	1,285,125	268,700	20.9%
Information Technology	5,827,530	5,827,530	1,278,541	1,278,541	21.9%	4,965,864	1,283,920	25.9%
Human Resources	1,129,593	1,129,593	274,695	274,695	24.3%	1,218,721	284,248	23.3%
Internal Services	7,196,683	7,196,683	677,669	677,669	9.4%	9,251,386	547,492	5.9%
Finance	3,807,270	3,807,270	811,529	811,529	21.3%	3,414,837	808,395	23.7%
Municipal Court	1,005,879	1,005,879	210,206	210,206	20.9%	908,003	169,114	18.6%
Building Maintenance	1,328,262	1,328,262	246,111	246,111	18.5%	1,309,769	264,640	20.2%
Service Center	167,413	167,413	17,200	17,200	10.3%	157,072	22,750	14.5%
<i>Public Safety</i>								
Fire	\$ 20,027,686	\$ 20,027,686	\$ 4,457,570	\$ 4,457,570	22.3%	20,786,830	\$ 4,614,952	22.2%
Police	29,681,101	29,681,101	7,024,223	7,024,223	23.7%	29,611,268	6,623,838	22.4%
<i>Public Works</i>								
Community Services Admin	\$ 817,055	\$ 817,055	\$ 183,404	\$ 183,404	22.4%	1,129,764	\$ 361,391	32.0%
Streets	2,501,871	2,501,871	330,971	330,971	13.2%	2,325,062	578,036	24.9%
Engineering	3,544,555	3,544,555	722,878	722,878	20.4%	3,469,026	611,552	17.6%
<i>Culture & Recreation</i>								
Library	\$ 3,555,742	\$ 3,555,742	\$ 741,305	\$ 741,305	20.8%	3,260,917	\$ 661,333	20.3%
Parks & Recreation	16,607,432	16,607,432	3,191,452	3,191,452	19.2%	15,294,916	3,024,151	19.8%
Event Center	7,350,980	7,350,980	1,716,211	1,716,211	23.3%	6,521,877	1,100,303	16.9%
<i>Community Development</i>								
Community Development	\$ 4,128,976	\$ 4,128,976	\$ 835,681	\$ 835,681	20.2%	3,873,928	\$ 779,871	20.1%
TOTAL Expenditures	\$ 112,180,670	\$ 112,180,670	\$ 23,567,995	\$ 23,567,995	21.0%	\$ 111,146,638	\$ 22,696,189	20.4%

*Actual Represents 1 Month of Sales Tax Collections

CITY OF ALLEN
Debt Service Fund
FY2022 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2022 Budget	Revised FY2022 Budget	1st Quarter FY2022 Actual	YTD Actual as of 12/31/21	Percent of Original Budget	Original FY2021 Budget	1st Quarter FY2021 YTD Actual	Percent of Original Budget
Revenue Source								
Property Taxes	\$ 15,632,416	\$ 15,632,416	\$ 8,428,850	\$ 8,428,850	53.9%	13,869,057	\$ 7,151,273	51.6%
Interest Earnings	83,122	83,122	1,400	1,400	1.7%	58,300	1,549	2.7%
Bond Refunding Proceeds	-	-	-	-		7,960,843	-	
TOTAL Revenues	\$ 15,715,538	\$ 15,715,538	\$ 8,430,250	\$ 8,430,250	53.6%	21,888,200	\$ 7,152,822	32.7%

EXPENDITURES	Original FY2022 Budget	Revised FY2022 Budget	1st Quarter FY2022 Actual	YTD Actual as of 12/31/21	Percent of Original Budget	Original FY2021 Budget	1st Quarter FY2021 YTD Actual	Percent of Original Budget
Principal	\$ 11,997,278	\$ 11,997,278	\$ 20,584	\$ 20,584	0.2%	11,083,297	\$ 7,669	0.1%
Interest	4,366,654	4,366,654	922	922	0.0%	3,606,845	397	0.0%
Fees & Refunding Exp	11,250	11,250	-	-		7,046,650	-	
TOTAL Expenditures	\$ 16,375,182	\$ 16,375,182	\$ 21,506	\$ 21,506	0.1%	\$ 21,736,792	\$ 8,065	0.0%

CITY OF ALLEN
Hotel Occupancy Fund
FY2022 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2022 Budget	Revised FY2022 Budget	1st Quarter FY2022 Actual	YTD Actual as of 12/31/21	Percent of Original Budget	Original FY2021 Budget	1st Quarter FY2021 YTD Actual	Percent of Original Budget
Hotel Occupancy Tax	\$ 1,495,187	\$ 1,495,187	\$ 283,237	\$ 283,237	18.9%	1,020,125	\$ 132,529	13.0%
Interest on Investments	45,037	45,037	4,547	4,547	10.1%	41,830	9,663	23.1%
TOTAL Revenues	\$ 1,540,224	\$ 1,540,224	\$ 287,785	\$ 287,785	18.7%	1,061,955	\$ 142,192	13.4%

EXPENDITURES	Original FY2022 Budget	Revised FY2022 Budget	1st Quarter FY2022 Actual	YTD Actual as of 12/31/21	Percent of Original Budget	Original FY2021 Budget	1st Quarter FY2021 YTD Actual	Percent of Original Budget
Org - Character	Budget	Budget	Actual	12/31/21	Budget	Budget	YTD Actual	Budget
<i>Hotel Tax Admin</i>								
Hotel Tax Grants*	\$ 305,100	\$ 305,100	\$ 12,500	\$ 12,500	4.1%	\$ 360,100	\$ 7,152	2.0%
Economic Grants	750,000	750,000	-	-		750,000	-	
Professional Services	2,000	2,000	-	-		2,000	-	
<i>Convention/Visitor Bureau</i>								
Personnel	\$ 526,373	\$ 526,373	\$ 82,462	\$ 82,462	15.7%	\$ 493,551	\$ 107,761	21.8%
Operating Costs	397,868	397,868	57,418	57,418	14.4%	408,465	62,267	15.2%
Supplies	5,000	5,000	197	197	3.9%	5,024	437	8.7%
Maintenance	137	137	310	310	226.1%	93	64	68.6%
Professional Services	195,871	195,871	51,625	51,625	26.4%	227,139	84,726	37.3%
Operating Transfer Out	2,705	2,705	676	676	25.0%	2,453	1,005	41.0%
TOTAL Expenditures	\$ 2,185,054	\$ 2,185,054	\$ 205,187	\$ 205,187	9.4%	2,248,825	263,412	11.7%

HOTEL TAX GRANTS*	Original FY2022 Budget	Revised FY2022 Budget	1st Quarter FY2022 Actual	YTD Actual as of 12/31/21	Percent of Original Budget	Original FY2021 Budget	1st Quarter FY2021 YTD Actual	Percent of Original Budget
<i>Grant Organizations</i>	<i>Budget</i>	<i>Budget</i>	<i>Actual</i>	<i>12/31/21</i>	<i>Budget</i>	<i>Budget</i>	<i>YTD Actual</i>	<i>Budget</i>
Allen-Fairview Chamber	\$ 1,600	\$ 1,600	\$ -	\$ -		\$ 1,600	\$ -	
Allen Arts Alliance	5,000	5,000	-	-		5,000	-	
Allen Civic Ballet	10,000	10,000	-	-		10,000	10,000	100.0%
Allen Community Band	5,000	5,000	-	-		-	-	
Allen Heritage Guild	2,500	2,500	-	-		2,500	-	
Allen Philharmonic Symphony	30,000	30,000	-	-		30,000	5,500	18.3%
Allen's Community Theatre	3,000	3,000	-	-		3,000	-	
City of Allen - Parks & Recreation	60,000	60,000	-	-		60,000	50,500	84.2%
City of Allen - Event Center	175,000	175,000	-	-		235,000	10,577	4.5%
Connemara Conservancy	3,000	3,000	-	-		3,000	2,624	87.5%
Friends of the Library	10,000	10,000	-	-		10,000	-	
TOTAL Grant Amounts	\$ 305,100	\$ 305,100	\$ -	\$ -		\$ 360,100	\$ 79,201	22.0%

CITY OF ALLEN
Asset Forfeiture Fund
FY2022 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2022 Budget	Revised FY2022 Budget	1st Quarter FY2022 Actual	YTD Actual as of 12/31/21	Percent of Original Budget	Original FY2021 Budget	1st Quarter FY2021 YTD Actual	Percent of Original Budget
State Forfeiture	\$ 35,000	\$ 35,000	\$ 4,415	\$ 4,415	12.6%	\$ 35,000	\$ -	
Federal Forfeiture	150,000	150,000	-	-		150,000	14,623	9.7%
Auction Revenue	5,000	5,000	1,203	1,203	24.1%	5,000	2,081	41.6%
Interest on Investments	3,910	3,910	313	313	8.0%	3,515	737	21.0%
TOTAL Revenues	\$ 193,910	\$ 193,910	\$ 5,930	\$ 5,930	3.1%	\$ 193,515	\$ 17,441	9.0%

EXPENDITURES	Original FY2022 Budget	Revised FY2022 Budget	1st Quarter FY2022 Actual	YTD Actual as of 12/31/21	Percent of Original Budget	Original FY2021 Budget	1st Quarter FY2021 YTD Actual	Percent of Original Budget
Supplies	\$ -	\$ -	\$ -	\$ -		\$ 32,804	\$ -	
Professional Services	60,682	60,682	1,273	1,273	2.1%	50,762	7,402	14.6%
Capital	-	-	-	-		-	-	
TOTAL Expenditures	\$ 60,682	\$ 60,682	\$ 1,273	\$ 1,273	2.1%	\$ 83,566	\$ 7,402	8.9%

CITY OF ALLEN
Tax Increment Financing (TIF) Fund
FY2022 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2022 Budget	Revised FY2022 Budget	1st Quarter FY2022 Actual	YTD Actual as of 12/31/21	Percent of Original Budget	Original FY2021 Budget	1st Quarter FY2021 YTD Actual	Percent of Original Budget
<i>Org - Object</i>								
<i>TIF#1 - Montgomery Farms</i>								
Property Taxes	\$ 442,854	\$ 442,854	\$ -	\$ -		\$ 505,405	\$ -	
Sales Tax*	-	-	-	-		92,814	22,953	24.7%
Intergovernmental	190,660	190,660	-	-		147,948	-	
<i>TIF#2 - Central Business District</i>								
Property Taxes	\$ 1,608,383	\$ 1,608,383	\$ -	\$ -		\$ 1,501,056	\$ -	
Sales Tax*	127,013	127,013	-	-		117,566	-	
<i>Non-Operating Revenues</i>								
Interest on Investments	\$ 196,225	\$ 196,225	\$ 17,835	\$ 17,835	9.1%	\$ 163,390	\$ 26,567	16.3%
TOTAL Revenues	\$ 2,565,135	\$ 2,565,135	\$ 17,835	\$ 17,835	0.7%	\$ 2,528,179	\$ 49,520	2.0%

EXPENDITURES	Original FY2022 Budget	Revised FY2022 Budget	1st Quarter FY2022 Actual	YTD Actual as of 12/31/21	Percent of Original Budget	Original FY2021 Budget	1st Quarter FY2021 YTD Actual	Percent of Original Budget
<i>Org - Object</i>								
<i>TIF#1 - Montgomery Farms</i>								
Economic Grant Expenses	\$ 728,872	\$ 728,872	\$ -	\$ -		\$ 810,767	\$ -	
Professional Services	17,000	17,000	3,750	3,750	22.1%	17,000	-	
<i>TIF#2 - Central Business District</i>								
Professional Services	\$ 17,000	\$ 17,000	\$ 3,750	\$ 3,750	22.1%	\$ 17,000	\$ -	
TOTAL Expenditures	\$ 762,872	\$ 762,872	\$ 7,500	\$ 7,500	1.0%	\$ 844,767	\$ -	

*Actual Represents 1 Month of Sales Tax Collections.

CITY OF ALLEN
Special Revenue Fund
FY2022 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2022 Budget	Revised FY2022 Budget	1st Quarter FY2022 Actual	YTD Actual as of 12/31/21	Percent of Original Budget	Original FY2021 Budget	1st Quarter FY2021 YTD Actual	Percent of Original Budget
<i>Operating Revenues</i>								
PEG Fees	\$ 135,235	\$ 135,235	\$ 1,071	\$ 1,071	0.8%	\$ 153,069	\$ -	
Juvenile Case Management	34,852	34,852	10,378	10,378	29.8%	32,726	7,908	24.2%
Court Security	17,617	17,617	9,780	9,780	55.5%	26,947	7,207	26.7%
Court Technology	23,489	23,489	8,117	8,117	34.6%	24,505	6,099	24.9%
<i>Non-Operating Revenues</i>								
Interest	\$ 36,290	\$ 36,290	\$ 4,003	\$ 4,003	11.0%	\$ 32,575	\$ 6,872	21.1%
Intergovernmental (Radio System)	-	-	-	-		-	-	
Operating Transfer In	-	-	-	-		-	-	
TOTAL Revenues	\$ 247,483	\$ 247,483	\$ 33,349	\$ 33,349	13.5%	\$ 269,822	\$ 28,086	10.4%

EXPENDITURES	Original FY2022 Budget	Revised FY2022 Budget	1st Quarter FY2022 Actual	YTD Actual as of 12/31/21	Percent of Original Budget	Original FY2021 Budget	1st Quarter FY2021 YTD Actual	Percent of Original Budget
<i>Restricted Expenditures</i>								
PEG Expenses	\$ 113,370	\$ 113,370	\$ 20,832	\$ 20,832	18.4%	\$ 106,847	\$ 20,623	19.3%
Juvenile Case Management	33,740	33,740	8,435	8,435	25.0%	32,035	17,213	53.7%
Court Security	17,053	17,053	4,263	4,263	25.0%	24,800	10,838	43.7%
Court Technology	65,380	65,380	-	-		-	-	
Radio System	-	-	-	-		47,000	45,028	95.8%
TOTAL Expenditures	\$ 229,543	\$ 229,543	\$ 33,530	\$ 33,530	14.6%	\$ 210,682	\$ 93,701	44.5%

CITY OF ALLEN
Grant Fund
FY2022 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2022 Budget	Revised FY2022 Budget	1st Quarter FY2022 Actual	YTD Actual as of 12/31/21	Percent of Original Budget	Original FY2021 Budget	1st Quarter FY2021 YTD Actual	Percent of Original Budget
<i>Org - Object</i>								
<i>Grant Revenue</i>								
Grant Administration*	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	
CDBG	524,898	524,898	409,749	409,749	78.1%	4,213,717	-	
Police	127,121	127,121	-	-		138,418	-	
Library	31,370	31,370	-	-		31,090	2,861	9.2%
Fire	853	853	-	-		853	796	93.3%
Planning	-	-	-	-		-	292,123	
Community Services	-	-	-	-		-	-	
Subtotal	\$ 684,242	\$ 684,242	\$ 409,749	\$ 409,749	59.9%	\$ 4,384,078	\$ 295,779	6.7%
<i>Non-Operating Revenues</i>								
Interest	\$ 7,790	\$ 7,790	\$ 712	\$ 712	9.1%	\$ 10,555	\$ 4,427	41.9%
Operating Transfers	3,077	3,077	-	-		3,077	3,077	100.0%
Subtotal	\$ 10,867	\$ 10,867	\$ 712	\$ 712	6.5%	\$ 13,632	7,504	55.0%
TOTAL Revenues	\$ 695,109	\$ 695,109	\$ 410,461	\$ 410,461	59.0%	\$ 4,397,710	303,284	6.9%

EXPENDITURES	Original FY2022 Budget	Revised FY2022 Budget	1st Quarter FY2022 Actual	YTD Actual as of 12/31/21	Percent of Original Budget	Original FY2021 Budget	1st Quarter FY2021 YTD Actual	Percent of Original Budget
<i>Org - Object</i>								
<i>Fire Department</i>								
Operating Costs	\$ 853	\$ 853	\$ -	\$ -		\$ 853	\$ -	
<i>Parks Department</i>								
Capital	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	
<i>Police Department</i>								
Personnel	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	
Operating Costs	\$ 9,121	\$ 9,121	\$ -	\$ -		\$ 9,121	\$ -	
Supplies	-	-	-	-		-	-	
Capital	-	-	-	-		81,297	-	
<i>Library</i>								
Personnel	-	-	-	-		\$ -	\$ -	
Operating Costs	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	
Supplies	\$ 2,500	\$ 2,500	\$ -	\$ -		\$ 9,509	\$ -	
Professional Services	28,870	28,870	-	-		7,293	300	4.1%
Capital	-	-	-	-		14,288	10,000	70.0%
<i>Planning</i>								
Professional Services	\$ -	\$ -	\$ 48,900	\$ 48,900		\$ 275,000	\$ -	
<i>CDBG Grants</i>								
Operating Costs	\$ 10,000	\$ 10,000	\$ 3,977	\$ 3,977	39.8%	\$ 444,016	\$ 905	0.2%
Professional Services	514,898	514,898	350,472	350,472	68.1%	3,769,701	538,446	14.3%
Capital	-	-	-	-		-	-	
<i>Grant Administration</i>								
Professional Services	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	
<i>Community Services</i>								
Operating Costs	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	
Capital	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	
TOTAL Expenditures	\$ 566,242	\$ 566,242	\$ 403,349	\$ 403,349	71.2%	\$ 4,611,078	\$ 549,651	11.9%

CITY OF ALLEN
Replacement Fund
FY2022 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2022 Budget	Revised FY2022 Budget	1st Quarter FY2022 Actual	YTD Actual as of 12/31/21	Percent of Original Budget	Original FY2021 Budget	1st Quarter FY2021 YTD Actual	Percent of Original Budget
<i>Charges for Services</i>								
General Fund	\$ 2,902,388	\$ 2,902,388	\$ 725,597	\$ 725,597	25.0%	\$ 3,054,250	\$ 766,884	25.1%
Risk Fund	20,812	20,812	5,203	5,203	25.0%	20,812	3,322	16.0%
Water & Sewer Fund	461,720	461,720	115,430	115,430	25.0%	461,720	115,430	25.0%
Solid Waste Fund	25,496	25,496	6,374	6,374	25.0%	25,496	6,374	25.0%
Drainage Fund	148,815	148,815	37,204	37,204	25.0%	148,815	37,204	25.0%
Hotel Fund	1,317	1,317	329	329	25.0%	7,800	1,950	25.0%
Subtotal	\$ 3,560,548	\$ 3,560,548	\$ 890,137	\$ 890,137	25.0%	\$ 3,718,893	\$ 931,164	25.0%
<i>Non-Operating Revenues</i>								
Interest	\$ 347,192	\$ 347,192	\$ 41,091	\$ 41,091	11.8%	\$ 309,320	\$ 65,216	21.1%
Auction Revenue	182,500	182,500	125,924	125,924	69.0%	176,500	86,396	48.9%
Reimbursements	100,000	100,000	17,223	17,223	17.2%	110,552	-	-
Subtotal	\$ 629,692	\$ 629,692	\$ 184,238	\$ 184,238	29.3%	\$ 596,372	\$ 151,612	25.4%
TOTAL Revenues	\$ 4,190,240	\$ 4,190,240	\$ 1,074,375	\$ 1,074,375	25.6%	\$ 4,315,265	\$ 1,082,775	25.1%

EXPENDITURES	Original FY2022 Budget	Revised FY2022 Budget	1st Quarter FY2022 Actual	YTD Actual as of 12/31/21	Percent of Original Budget	Original FY2021 Budget	1st Quarter FY2021 YTD Actual	Percent of Original Budget
<i>By Department</i>								
IT Master Plan	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	-
Information Technology	120,000	120,000	-	-	-	135,000	6,055	4.5%
Municipal Court	-	-	-	-	-	-	-	-
Fire	2,403,120	2,403,120	910,415	910,415	37.9%	306,635	-	-
Police	255,601	255,601	14,984	14,984	5.9%	471,812	-	-
Parks & Recreation	254,920	254,920	-	-	-	42,246	10,745	25.4%
Community Development	-	-	-	-	-	-	-	-
Community Enhancement	-	-	-	-	-	37,375	-	-
Community Services	30,050	30,050	-	-	-	52,206	52,205	100.0%
Engineering	72,634	72,634	-	-	-	-	-	-
Risk Fund	-	-	-	-	-	-	-	-
Water & Sewer	139,455	139,455	-	-	-	561,278	-	-
Solid Waste	-	-	-	-	-	65,680	-	-
Drainage	60,405	60,405	-	-	-	-	-	-
Transfer Out	-	-	-	-	-	-	-	-
TOTAL Expenditures	\$ 3,336,185	\$ 3,336,185	\$ 925,399	\$ 925,399	27.7%	\$ 1,672,232	\$ 69,006	4.1%

*Operating Transfer In for FY2018 represents transfers from the Non-Bond Capital Fund earmarked for the Fire Department's SCBA Replacement project.
Operating Transfer In for FY2017 represents the contribution from the Water & Sewer Fund for the replacement of the CUES TV Van.

CITY OF ALLEN
Facility Maintenance Fund
FY2022 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2022 Budget	Revised FY2022 Budget	1st Quarter FY2022 Actual	YTD Actual as of 12/31/21	Percent of Original Budget	Original FY2021 Budget	1st Quarter FY2021 YTD Actual	Percent of Original Budget
Interest Earnings	\$ 38,710	\$ 38,710	\$ 2,823	\$ 2,823	7.3%	\$ 34,075	\$ 6,967	20.4%
Intergovernmental	-	-	-	-		413,526	-	
Transfer In	1,000,000	1,000,000	250,000	250,000	25.0%	320,170	75,000	23.4%
TOTAL Revenues	\$ 1,038,710	\$ 1,038,710	\$ 252,823	\$ 252,823	24.3%	\$ 767,771	\$ 81,967	10.7%

EXPENDITURES	Original FY2022 Budget	Revised FY2022 Budget	1st Quarter FY2022 Actual	YTD Actual as of 12/31/21	Percent of Original Budget	Original FY2021 Budget	1st Quarter FY2021 YTD Actual	Percent of Original Budget
Maintenance	\$ 815,000	\$ 815,000	\$ 177,190	\$ 177,190	21.7%	\$ 1,768,696	\$ 413,166	23.4%
Transfer Out	-	-	-	-		-	-	
TOTAL Expenditures	\$ 815,000	\$ 815,000	\$ 177,190	\$ 177,190	21.7%	\$ 1,768,696	\$ 413,166	23.4%

CITY OF ALLEN
Risk Management Fund
FY2022 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2022 Budget	Revised FY2022 Budget	1st Quarter FY2022 Actual	YTD Actual as of 12/31/21	Percent of Original Budget	Original FY2021 Budget	1st Quarter FY2021 YTD Actual	Percent of Original Budget
<i>Operating Revenues:</i>								
Charges for:								
Medical & Dental	\$ 11,446,787	\$ 11,446,787	\$ 2,746,557	\$ 2,746,557	24.0%	\$ 11,238,720	\$ 2,772,837	24.7%
Workers Comp.	881,073	881,073	396,919	396,919	45.0%	861,016	465,451	54.1%
Property/Liability	1,269,581	1,269,581	317,395	317,395	25.0%	1,083,224	-	
Subtotal	\$ 13,597,441	\$ 13,597,441	\$ 3,460,871	\$ 3,460,871	25.5%	\$ 13,182,960	\$ 3,238,288	24.6%
<i>Non-Operating Revenues</i>								
Interest	\$ 243,865	\$ 243,865	\$ 22,156	\$ 22,156	9.1%	\$ 208,600	\$ 37,597	18.0%
Reimbursements	520,500	520,500	64,449	64,449	12.4%	520,500	76,789	14.8%
Operating Transfer In	414,758	414,758	103,690	103,690	25.0%	376,117	153,959	40.9%
Subtotal	\$ 1,179,123	\$ 1,179,123	\$ 190,294	\$ 190,294	16.1%	\$ 1,105,217	\$ 268,345	24.3%
TOTAL Revenues	\$ 14,776,564	\$ 14,776,564	\$ 3,651,165	\$ 3,651,165	24.7%	\$ 14,288,177	\$ 3,506,633	24.5%

EXPENDITURES	Original FY2022 Budget	Revised FY2022 Budget	1st Quarter FY2022 Actual	YTD Actual as of 12/31/21	Percent of Original Budget	Original FY2021 Budget	1st Quarter FY2021 YTD Actual	Percent of Original Budget
Administration	\$ 689,281	\$ 689,281	\$ 127,508	\$ 127,508	18.5%	\$ 628,204	\$ 109,814	17.5%
Health & Dental Insurance	10,868,832	10,868,832	2,768,443	2,768,443	25.5%	10,845,507	2,925,920	27.0%
Workers Comp Insurance	660,000	660,000	364,513	364,513	55.2%	660,000	345,981	52.4%
Post Employment Expenses	300,000	300,000	14,111	14,111	4.7%	300,000	44,572	14.9%
Property & Liability Insurance	1,419,000	1,419,000	855,256	855,256	60.3%	1,298,697	777,045	59.8%
TOTAL Expenditures	\$ 13,937,113	\$ 13,937,113	\$ 4,129,832	\$ 4,129,832	29.6%	\$ 13,732,408	\$ 4,203,331	30.6%

CITY OF ALLEN
Water & Sewer Fund
FY2022 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

	Original FY2022 Budget	Revised FY2022 Budget	1st Quarter FY2022 Actual	YTD Actual as of 12/31/21	Percent of Original Budget	Original FY2021 Budget	1st Quarter FY2021 YTD Actual	Percent of Original Budget
Operating Revenues								
Water Sales*	\$ 31,424,931	\$ 31,424,931	\$ 4,912,444	\$ 4,912,444	15.6%	\$ 29,672,173	\$ 5,076,759	17.1%
Sewer Charges*	22,753,118	22,753,118	3,622,320	3,622,320	15.9%	21,165,317	3,712,354	17.5%
Connections	205,000	205,000	21,884	21,884	10.7%	125,000	36,828	29.5%
Service Charges	626,900	626,900	200,909	200,909	32.0%	396,900	139,253	35.1%
Miscellaneous	360,998	360,998	65,901	65,901	18.3%	292,411	41,960	14.3%
Subtotal	\$ 55,370,947	\$ 55,370,947	\$ 8,823,458	\$ 8,823,458	15.9%	\$ 51,651,801	\$ 9,007,155	17.4%
Non-Operating Revenues								
Interest	\$ 187,464	\$ 187,464	\$ 23,623	\$ 23,623	12.6%	\$ 155,495	\$ 41,777	26.9%
Operating Transfer In	1,415,928	1,415,928	353,982	353,982	25.0%	1,416,189	354,047	25.0%
Subtotal	\$ 1,603,392	\$ 1,603,392	\$ 377,605	\$ 377,605	23.6%	\$ 1,571,684	\$ 395,824	25.2%
TOTAL REVENUES	\$ 56,974,339	\$ 56,974,339	\$ 9,201,063	\$ 9,201,063	16.1%	\$ 53,223,485	\$ 9,402,979	17.7%
Operating Expenditures								
W&S Debt Service								
Debt Service	\$ 2,603,236	\$ 2,603,236	\$ 506,325	\$ 506,325	19.4%	\$ 1,881,530	\$ 335,618	17.8%
W&S Operations								
Personnel	\$ 5,828,239	\$ 5,828,239	\$ 1,192,586	\$ 1,192,586	20.5%	\$ 5,559,983	\$ 1,220,226	21.9%
Operating Costs	1,851,570	1,851,570	453,335	453,335	24.5%	2,499,811	413,725	16.6%
NTMWD - Water/Pre-Treatment	31,402,025	31,402,025	7,408,862	7,408,862	23.6%	30,268,915	8,526,844	28.2%
Supplies	529,080	529,080	6,960	6,960	1.3%	531,597	112,160	21.1%
Maintenance	574,320	574,320	53,488	53,488	9.3%	657,687	67,538	10.3%
Professional Services	549,096	549,096	50,865	50,865	9.3%	217,032	52,911	24.4%
Utility Billing/Collections								
Personnel	\$ 650,391	\$ 650,391	\$ 120,678	\$ 120,678	18.6%	\$ 524,615	\$ 120,836	23.0%
Operating Costs	129,713	129,713	13,093	13,093	10.1%	92,713	9,675	10.4%
Supplies	7,345	7,345	1,381	1,381	18.8%	4,345	280	6.4%
Professional Services	766,835	766,835	85,989	85,989	11.2%	731,835	74,108	10.1%
Subtotal	\$ 44,891,850	\$ 44,891,850	\$ 9,893,562	\$ 9,893,562	22.0%	\$ 42,970,063	\$ 10,933,920	25.4%
Non-Operating Expenditures								
Other Financing Uses	\$ 10,222,622	\$ 10,222,622	\$ 2,705,656	\$ 2,705,656	26.5%	\$ 9,411,044	\$ 2,601,532	27.6%
Capital	507,723	507,723	52,094	52,094	10.3%	390,116	23,570	6.0%
Subtotal	\$ 10,730,345	\$ 10,730,345	\$ 2,757,750	\$ 2,757,750	25.7%	\$ 9,801,160	\$ 2,625,102	26.8%
TOTAL EXPENSES	\$ 55,622,195	\$ 55,622,195	\$ 12,651,312	\$ 12,651,312	22.7%	\$ 52,771,223	\$ 13,559,022	25.7%

*Revenue represents 2 months of collections.

CITY OF ALLEN
Solid Waste Fund
FY2022 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

	Original FY2022 Budget	Revised FY2022 Budget	1st Quarter FY2022 Actual	YTD Actual as of 12/31/21	Percent of Revised Budget	Revised FY2021 Budget	1st Quarter FY2021 YTD Actual	Percent of Revised Budget
Operating Revenues								
Garbage Fees	\$ 5,559,733	\$ 5,559,733	\$ 875,088	\$ 875,088	15.7%	\$ 5,462,461	\$ 984,729	18.0%
Commercial Garbage*	1,345,320	1,345,320	84,865	84,865	6.3%	1,333,200	110,139	8.3%
Household Haz Waste	201,760	201,760	31,627	31,627	15.7%	199,446	35,730	17.9%
Recycling Revenues	88,369	88,369	4,604	4,604	5.2%	80,836	4,708	5.8%
Composting Revenue*	100,000	100,000	3,853	3,853	3.9%	85,000	4,670	5.5%
Miscellaneous	36,500	36,500	-	-		36,500	-	
Subtotal	\$ 7,331,682	\$ 7,331,682	\$ 1,000,037	\$ 1,000,037	13.6%	\$ 7,197,443	\$ 1,139,975	15.8%
Non-Operating Revenues								
Interest	\$ 57,980	\$ 57,980	\$ 4,675	\$ 4,675	8.1%	\$ 54,623	\$ 13,179	24.1%
Intergovernmental	-	-	-	-		-	-	
Subtotal	\$ 57,980	\$ 57,980	\$ 4,675	\$ 4,675	8.1%	\$ 54,623	\$ 13,179	24.1%
TOTAL REVENUES	\$ 7,389,662	\$ 7,389,662	\$ 1,004,712	\$ 1,004,712	13.6%	\$ 7,252,066	\$ 1,153,154	15.9%
Operating Expenditures								
Personnel	\$ 765,766	\$ 765,766	\$ 178,717	\$ 178,717	23.3%	\$ 756,266	\$ 177,679	23.5%
Operating Costs	123,192	123,192	39,213	39,213	31.8%	115,107	24,166	21.0%
Solid Waste Services	2,644,720	2,644,720	881,559	881,559	33.3%	2,621,801	873,937	33.3%
Supplies	43,080	43,080	5,064	5,064	11.8%	44,282	4,778	10.8%
Maintenance	6,800	6,800	688	688	10.1%	6,800	166	2.4%
Professional Services	3,664,321	3,664,321	560,247	560,247	15.3%	3,237,574	563,884	17.4%
Subtotal	\$ 7,247,879	\$ 7,247,879	\$ 1,665,489	\$ 1,665,489	23.0%	\$ 6,781,830	\$ 1,644,610	24.3%
Non-Operating Expenditures								
Other Financing Uses**	\$ 895,119	\$ 895,119	\$ 673,780	\$ 673,780	75.3%	\$ 685,987	\$ 374,995	54.7%
Capital	-	-	-	-		-	-	
Subtotal	\$ 895,119	\$ 895,119	\$ 673,780	\$ 673,780	75.3%	\$ 685,987	\$ 374,995	54.7%
TOTAL EXPENSES	\$ 8,142,998	\$ 8,142,998	\$ 2,339,269	\$ 2,339,269	28.7%	\$ 7,467,817	\$ 2,019,604	27.0%

*Commercial Garbage and Composting Revenues represent only 1 month of revenue collected.

**Other Financing Uses includes \$73,780 in Operational Transfers and \$600,000 in Capital Projects Transfers for the Streets and Alleys Repair Project.

CITY OF ALLEN
Drainage Fund
FY2022 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

	Original FY2022 Budget	Revised FY2022 Budget	1st Quarter FY2022 Actual	YTD Actual as of 12/31/21	Percent of Original Budget	Original FY2021 Budget	1st Quarter FY2021 YTD Actual	Percent of Original Budget
<i>Operating Revenues</i>								
Drainage Fees	\$ 1,851,269	\$ 1,851,269	\$ 283,447	\$ 283,447	15.3%	\$ 1,792,200	\$ 314,218	17.5%
Inspection Fees	70,000	70,000	109,360	109,360	156.2%	60,000	-	
Subtotal	\$ 1,921,269	\$ 1,921,269	\$ 392,807	\$ 392,807	20.4%	\$ 1,852,200	\$ 314,218	17.0%
<i>Non-Operating Revenues</i>								
Interest	\$ 18,734	\$ 18,734	\$ 1,819	\$ 1,819	9.7%	\$ 16,975	\$ 3,528	20.8%
Auction Revenue	-	-	-	-		2,174	2,174	100.0%
Miscellaneous	5,000	5,000	10,087	10,087	201.7%	5,000	10	0.2%
Subtotal	\$ 23,734	\$ 23,734	\$ 11,907	\$ 11,907	50.2%	\$ 24,149	\$ 5,712	23.7%
TOTAL REVENUES	\$ 1,945,003	\$ 1,945,003	\$ 404,714	\$ 404,714	20.8%	\$ 1,876,349	\$ 319,930	17.1%
<i>Operating Expenditures</i>								
Personnel	\$ 764,769	\$ 764,769	\$ 154,552	\$ 154,552	20.2%	\$ 719,430	\$ 151,993	21.1%
Operating Costs	249,221	249,221	63,906	63,906	25.6%	239,781	50,577	21.1%
Supplies	50,100	50,100	16,173	16,173	32.3%	46,100	12,624	27.4%
Maintenance	248,930	248,930	22,963	22,963	9.2%	198,430	42,854	21.6%
Professional Services	377,513	377,513	39,642	39,642	10.5%	377,513	31,467	8.3%
Subtotal	\$ 1,690,533	\$ 1,690,533	\$ 297,235	\$ 297,235	17.6%	\$ 1,581,254	\$ 289,515	18.3%
<i>Non-Operating Expenditures</i>								
Other Financing Uses	\$ 425,047	\$ 425,047	\$ 106,262	\$ 106,262	25.0%	\$ 413,691	\$ 110,703	26.8%
Capital	95,100	95,100	22,049	22,049	23.2%	-	-	
Subtotal	\$ 520,147	\$ 520,147	\$ 128,311	\$ 128,311	24.7%	\$ 413,691	\$ 110,703	26.8%
TOTAL EXPENSES	\$ 2,210,680	\$ 2,210,680	\$ 425,546	\$ 425,546	19.2%	\$ 1,994,945	\$ 400,219	20.1%

CITY OF ALLEN
Golf Course Fund
FY2022 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

	Original FY2022 Budget	Revised FY2022 Budget	1st Quarter FY2022 Actual	YTD Actual as of 12/31/21	Percent of Original Budget	Original FY2021 Budget	1st Quarter FY2021 YTD Actual	Percent of Original Budget
Operating Revenues								
Green Fees	\$ 2,271,500	\$ 2,271,500	\$ 648,552	\$ 648,552	28.6%	\$ 2,258,550	\$ 625,069	27.7%
Driving Range	502,980	502,980	172,229	172,229	34.2%	490,980	162,041	33.0%
Lesson Fees	435,000	435,000	90,238	90,238	20.7%	382,000	102,258	26.8%
Concession Sales	243,732	243,732	69,093	69,093	28.3%	241,680	46,158	19.1%
Alcohol Sales	187,075	187,075	55,749	55,749	29.8%	185,500	55,013	29.7%
Retail Pro Shop	141,644	141,644	38,415	38,347	27.1%	140,950	34,642	24.6%
Facility Rental	64,000	64,000	5,550	550	0.9%	54,800	(25,478)	-46.5%
Subtotal	\$ 3,845,931	\$ 3,845,931	\$ 1,079,825	\$ 1,074,758	27.9%	\$ 3,754,460	\$ 999,702	26.6%
Non-Operating Revenues								
Other Reimbursements	\$ -	\$ -	\$ 5,997	\$ 5,514		\$ 275	\$ 27,411	9967.5%
Operating Transfer In	-	-	-	-		227,314	56,829	25.0%
Subtotal	\$ -	\$ -	\$ 5,997	\$ 5,514		\$ 227,589	\$ 84,239	37.0%
TOTAL REVENUES	\$ 3,845,931	\$ 3,845,931	\$ 1,085,822	\$ 1,080,272	28.1%	\$ 3,982,049	\$ 1,083,941	27.2%
Operating Expenses								
Personnel	\$ 1,850,404	\$ 1,850,404	\$ 402,914	\$ 402,914	21.8%	\$ 1,765,276	\$ 375,067	21.2%
Operating Costs	527,869	527,869	99,712	99,712	18.9%	525,543	90,300	17.2%
Supplies	186,991	186,991	23,260	23,260	12.4%	202,991	28,177	13.9%
Maintenance	95,941	95,941	18,320	18,320	19.1%	213,291	43,743	20.5%
Professional Service	824,726	824,726	223,809	223,809	27.1%	844,139	210,095	24.9%
Subtotal	\$ 3,485,931	\$ 3,485,931	\$ 768,014	\$ 768,014	22.0%	\$ 3,551,240	\$ 747,382	21.0%
Non-Operating Expenses								
Depreciation	\$ 160,000	\$ 160,000	\$ -	\$ -		\$ 160,000	\$ -	
Subtotal	\$ 160,000	\$ 160,000	\$ -	\$ -		\$ 160,000	\$ -	
TOTAL EXPENSES	\$ 3,645,931	\$ 3,645,931	\$ 768,014	\$ 768,014	21.1%	\$ 3,711,240	\$ 747,382	20.1%

CITY OF ALLEN
Economic Development Corporation
FY2022 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2022 Budget	Revised FY2022 Budget	1st Quarter FY2022 Actual	YTD Actual as of 12/31/21	Percent of Original Budget	Original FY2021 Budget	1st Quarter FY2021 YTD Actual	Percent of Original Budget
Revenue Source								
Sales Tax*	\$ 11,164,900	\$ 11,164,900	\$ 1,027,541	\$ 1,027,541	9.2%	\$ 11,205,190	\$ 883,948	7.9%
Interest on Investments	177,722	177,722	27,789	27,789	15.6%	149,641	41,865	28.0%
Reimbursements	-	-	-	-		69,599	-	
Miscellaneous	-	-	6,225	6,225		-	-	
Other Financing Sources^	-	-	-	-		2,295,000	-	
TOTAL Revenues	\$ 11,342,622	\$ 11,342,622	\$ 1,061,555	\$ 1,061,555	9.4%	\$ 13,719,430	\$ 925,813	6.7%

EXPENDITURES	Original FY2022 Budget	Revised FY2022 Budget	1st Quarter FY2022 Actual	YTD Actual as of 12/31/21	Percent of Original Budget	Original FY2021 Budget	1st Quarter FY2021 YTD Actual	Percent of Original Budget
Org - Character								
<u>Operating Expenditures</u>								
Personnel	\$ 974,870	\$ 974,870	\$ 182,215	\$ 182,215	18.7%	\$ 918,090	\$ 207,999	22.7%
Operating Costs	4,354,151	4,354,151	105,004	105,004	2.4%	\$ (2,699,534)	67,901	-2.5%
Marketing/BRE	350,000	350,000	40,390	40,390	11.5%	255,000	55,735	21.9%
Supplies	9,000	9,000	704	704	7.8%	8,200	3,876	47.3%
Professional Services	255,964	255,964	57,977	57,977	22.7%	316,114	84,721	26.8%
Debt Service^	2,358,247	2,358,247	-	-		2,328,347	-	
TOTAL OPERATING	\$ 8,302,232	\$ 8,302,232	\$ 386,291	\$ 386,291	4.7%	\$ 1,810,236	\$ 420,231	23.2%
<u>Non-Operating Expenditures</u>								
Economic Grant Expense	\$ 9,782,284	\$ 9,782,284	\$ 2,319,367	\$ 2,319,367	23.7%	12,427,398	\$ 722,770	5.8%
TOTAL NON-OPERATING	\$ 9,782,284	\$ 9,782,284	\$ 2,319,367	\$ 2,319,367	23.7%	12,427,398	\$ 722,770	5.8%
TOTAL Expenditures	\$ 18,084,516	\$ 18,084,516	\$ 2,705,658	\$ 2,705,658	15.0%	\$ 14,237,634	\$ 1,143,001	8.0%

*Actual Represents 1 Month of Sales Tax Collections

^Revenue and Expenditures correspond with the Advance Refunding and Defeasance of Revenue Bonds.

CITY OF ALLEN
Community Development Corporation
FY2022 Quarterly Statement of Revenues & Expenditures Compared to Budget
With Comparative Information from Prior Fiscal Year

REVENUE	Original FY2022 Budget	Revised FY2022 Budget	1st Quarter FY2022 Actual	YTD Actual as of 12/31/21	Percent of Original Budget	Original FY2021 Budget	1st Quarter FY2021 YTD Actual	Percent of Original Budget
Revenue Source								
Sales Tax*	\$ 11,164,900	\$ 11,164,900	\$ 1,027,541	\$ 1,027,541	9.2%	\$ 11,205,190	\$ 883,948	7.9%
Interest on Investments	360,858	360,858	49,780	49,780	13.8%	337,967	80,121	23.7%
Auction Revenue	-	-	5,319	5,319		5,550	5,550	100.0%
TOTAL Revenues	\$ 11,525,758	\$ 11,525,758	\$ 1,082,640	\$ 1,082,640	9.4%	\$ 11,548,707	\$ 969,619	8.4%

EXPENDITURES	Original FY2022 Budget	Revised FY2022 Budget	1st Quarter FY2022 Actual	YTD Actual as of 12/31/21	Percent of Original Budget	Original FY2021 Budget	1st Quarter FY2021 YTD Actual	Percent of Original Budget
Org - Character								
<i>CDC Administration</i>								
Operating Costs	\$ 925,982	\$ 925,982	\$ 6,053	\$ 6,053	0.7%	\$ 2,005,370	\$ 768	0.0%
Maintenance	200,000	200,000	-	-		818,054	151,194	18.5%
Professional Services	2,572,087	2,572,087	647,630	647,630	25.2%	924,170	161,363	17.5%
Capital	-	-	-	-		257,865	-	
<i>CDC - Capital Improvement Fund</i>								
Construction in Progress	\$ 5,436,388	\$ 5,436,388	\$ 141,992	\$ 141,992	2.6%	\$ 11,950,000	\$ 20,456	0.2%
<i>CDC - Debt Service</i>								
Debt Service	\$ 2,418,136	\$ 2,418,136	\$ -	\$ -		\$ 2,419,266	\$ -	
TOTAL Expenditures	\$ 11,552,593	\$ 11,552,593	\$ 795,675	\$ 795,675	6.9%	\$ 18,374,725	\$ 333,781	1.8%

*Actual Represents 1 Month of Sales Tax Collections

CITY OF ALLEN
Pay-As-You-Go Capital Projects
Statement of Activities
For the Quarter Ended
December 31, 2021
(Unaudited)

CITY OF ALLEN
Pay-As-You-Go Capital Projects
Statement of Activities
As of December 31, 2021

REVENUE	Anticipated Date, Date of Expenditure	FY2021 Actual	FY2022 Actual	Life to Date Actual	Life to Date Budgeted	Variance Over(Under)
Revenue Source						
Sweep		\$ 1,518,075	\$ -	\$ 1,518,075	\$ 1,518,075	\$ -
Project Savings		-	-	-	-	-
Interest Revenue		772,299	90,994	863,293	863,293	-
Reimburse		6,455	-	6,455	6,455	-
CARES Reimbursement		3,242,008	-	3,242,008	3,242,008	-
TOTAL Revenues		\$ 5,538,837	\$ 90,994	\$ 5,629,831	\$ 5,629,831	\$ -

EXPENDITURES	Anticipated Date, Date of Expenditure	FY2021 Actual	FY2022 Actual	Life to Date Actual	Life to Date Budgeted	Variance Over(Under)
Projects						
Steam Locomotive & Caboose		\$ 15,000	\$ -	\$ 15,000	\$ 15,000	\$ -
The Farm Economic Development	Fiscal 2022/2023	-	-	-	3,562,980	3,562,980
CBD Street Rehabilitation		263,980	-	263,980	310,000	46,020
Fire Station #6		45,285	-	45,285	2,517,382	2,472,097
AEC Audio/Visual/Lighting Systems	Fiscal 2022/2023	-	-	-	2,589,431	2,589,431
Cityworks Software - Engineering	Fiscal 2022	-	-	-	44,680	44,680
City Hall Reception Desk & CE Cubes		19,000	-	19,000	19,000	-
Technology Replacement		230,079	-	230,079	230,079	-
City Hall & APD BDA Enhancement		46,453	-	46,453	116,751	70,298
SGTRC Grant will be reimbursed		31,177	9,325	40,502	379,200	338,698
2021 Street & Alley Allocations		3,838	199,999	203,837	760,952	557,115
PD Headquarter Parking Lot Improvements		-	126	126	500,000	499,874
Neighborhood Revitalization		-	12,015	12,015	450,000	437,985
Emergency Allocation		-	-	-	250,000	250,000
AEC Audio/Visual/Lighting Change Order	Fiscal 2022/2023	-	-	-	49,999	49,999
TOTAL Expenditures		\$ 654,812	\$ 221,465	\$ 876,276	\$ 11,795,454	\$ 10,919,178

NET CHANGE IN PAY-AS-YOU-GO BALANCE	4,884,025	(130,471)	4,753,555	(6,165,623)	(10,919,178)
BALANCE, BEGINNING OF YEAR	19,009,469	23,893,494	19,009,469	19,009,469	-
BALANCE, END OF YEAR	\$ 23,893,494	\$ 23,763,024	\$ 23,763,024	\$ 12,843,846	\$ (10,919,178)
General Fund Expenditure Budget	112,180,670	112,180,670	112,180,670	112,180,670	
PAYGO % of GF Expenditure Budget	21.30%	21.18%	21.18%	11.45%	
10% of GF Budget	11,218,067	11,218,067	11,218,067	11,218,067	
15% of GF Budget	16,827,101	16,827,101	16,827,101	16,827,101	

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION
--

AGENDA DATE:	February 8, 2022
AGENDA CAPTION:	Receive the Quarterly Investment Report for Period Ending December 31, 2021.
STAFF RESOURCE:	Pete Phillis, Chief Financial Officer Ryan Patterson, Strategic Services Auditor
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 December 31, 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 December 31, 2021.

MOTION

I make a motion to receive the Quarterly Investment Report for Period Ending December 31, 2021.

ATTACHMENT

[Investment Report](#)

QUARTERLY INVESTMENT REPORT



October 1, 2021 to December 31, 2021

CITY OF ALLEN

QUARTERLY INVESTMENT REPORT

October 1, 2021 to December 31, 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 (Loss)	Yield-To-Maturity @ Cost	6-Month Treasury Yield	Accrued Interest Receivable	Weighted Average Maturity
9/30/2021	\$294,548,717	\$294,717,859	\$169,142	0.88%	0.05%	\$661,024	510 Days
12/31/2021	\$302,954,784	\$301,773,990	(\$1,180,794)	0.86%	0.19%	\$816,321	495 Days
			\$7,056,131	Increase in Market Value			



Pete Phillis, CFO

1/27/2022
Date



Tru Nguyen, Chief Accountant

1/27/2022
Date



Chris Landrum, Assistant CFO

1/27/2022
Date



Ryan Patterson, Strategic Services Auditor

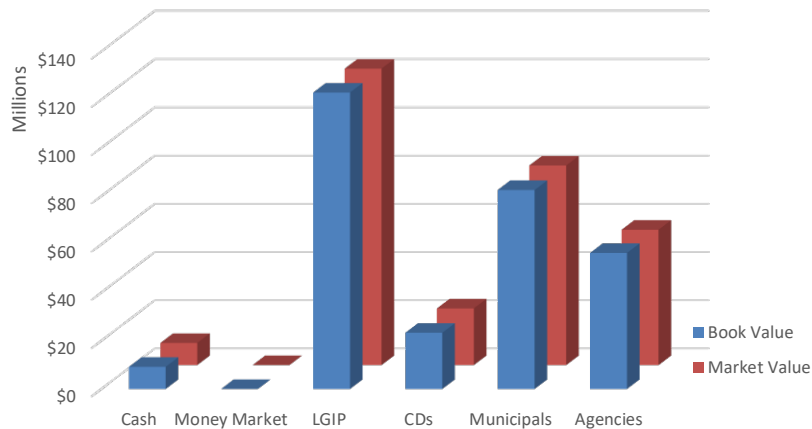
1/27/2022
Date

CITY OF ALLEN QUARTERLY INVESTMENT REPORT October 1, 2021 to December 31, 2021

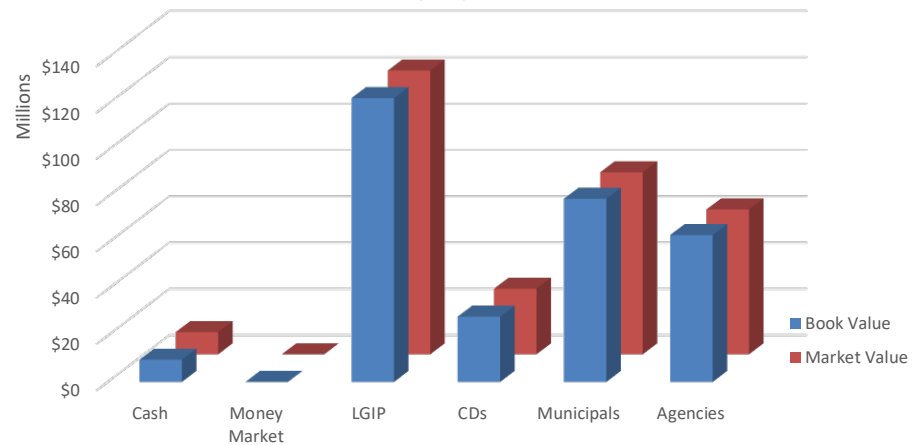
Security Sector Allocation - Book & Market Values

Security Sector	% of Portfolio 9/30/2021	Book Value 9/30/2021	Market Value 9/30/2021	% of Portfolio 12/31/2021	Book Value 12/31/2021	Market Value 12/31/2021
Cash	3%	\$9,221,756	\$9,221,756	3%	\$9,599,549	\$9,599,549
Money Market Funds	0%	12,627	12,627	0%	12,963	12,963
Local Gov't Investment Pools	42%	122,961,036	122,961,036	40%	122,603,122	122,603,122
Certificates of Deposit	8%	23,345,143	23,546,451	9%	28,184,160	28,327,495
Municipal Securities	28%	82,558,155	82,797,996	26%	79,104,990	78,634,607
US Agency Securities	19%	56,450,000	56,177,993	22%	63,450,000	62,596,254
Total	100%	\$294,548,717	\$294,717,859	100%	\$302,954,784	\$301,773,990

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



**Total Portfolio Assets
12/31/2021**



CITY OF ALLEN

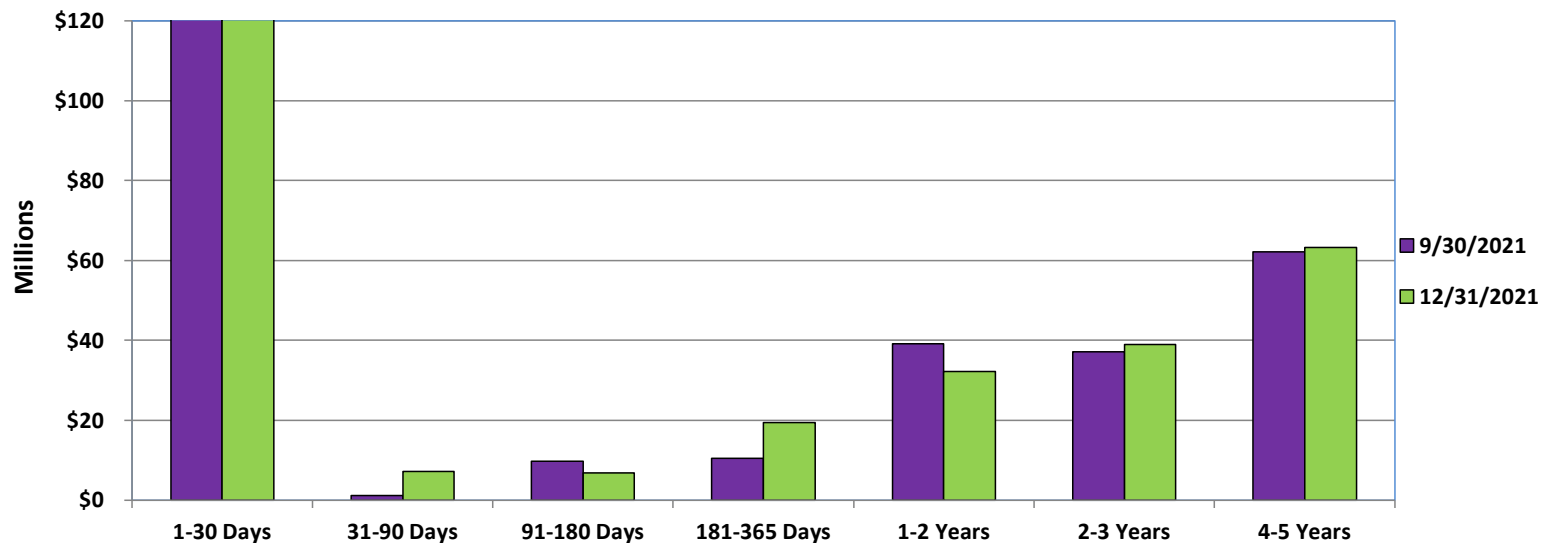
QUARTERLY INVESTMENT REPORT

October 1, 2021 to December 31, 2021

Distribution by Maturity Range - Book Value

Maturity Range	Book Value 9/30/2021	% of Portfolio 9/30/2021	Book Value 12/31/2021	% of Portfolio 12/31/2021
1-30 Days	\$134,470,419	46%	\$134,706,719	44%
31-90 Days	1,159,021	0%	7,205,372	2%
91-180 Days	9,681,731	3%	6,863,552	2%
181-365 Days	10,518,211	4%	19,442,631	6%
1-2 Years	39,220,193	13%	32,319,538	11%
2-3 Years	37,233,073	13%	39,057,034	14%
4-5 Years	62,266,069	21%	63,359,938	21%
Total	\$294,548,717	100%	\$302,954,784	100%

Portfolio Holdings



CITY OF ALLEN

QUARTERLY INVESTMENT REPORT

October 1, 2021 to December 31, 2021

Portfolio Holdings and Changes

Maturity	Settlement	Description	Yield	CUSIP	Value at 9/30/2021		Value at 12/31/2021	
Date	Date				Book	Market	Book	Market
Redeemed Securities					\$	\$	\$	\$
10/01/21	07/18/19	Pleasant Ohio Local Sch Dist	2.200%	728500FD6	475,000.00	475,000.00		
10/01/21	08/25/20	Trussville Ala	0.301%	898242MZ2	455,000.00	455,000.00		
10/01/21	08/25/20	Trussville Ala	0.301%	898242NR9	1,000,000.00	1,000,000.00		
10/13/21	10/13/17	MB Financial Bank NA	2.000%	55266CWZ5	245,000.00	245,169.05		
10/15/21	07/16/20	Jersey City N J Mun U	1.050%	476623CM3	100,000.00	100,017.00		
12/01/21	12/20/18	Cook Cnty Ill Sch Dist	3.250%	215075KE1	1,159,020.80	1,127,392.00		
Federal Agencies								
08/24/22	08/24/17	FHLB	2.000%	3130ABWU6	1,500,000.00	1,525,380.00	1,500,000.00	1,516,590.00
05/24/24	08/24/20	FHLMC	0.400%	3134GWNS1	1,000,000.00	998,440.00	1,000,000.00	991,940.00
11/26/24	08/26/20	FNMA	0.500%	3136G4Q22	1,000,000.00	997,780.00	1,000,000.00	988,900.00
02/26/25	09/02/20	FHLMC	0.550%	3134GWSE7	1,000,000.00	997,800.00	1,000,000.00	980,320.00
08/27/25	09/02/20	FHLB	0.600%	3130AJZ36	1,000,000.00	990,780.00	1,000,000.00	980,610.00
11/17/25	11/16/20	FNMA	0.560%	3135GA2Z3	5,000,000.00	4,962,400.00	5,000,000.00	4,892,750.00
08/16/23	11/17/20	FHLMC	0.250%	3134GXBE3	5,000,000.00	4,999,500.00	5,000,000.00	4,985,100.00
11/25/25	11/25/20	FNMA	0.600%	3135GA3Z2	5,000,000.00	4,967,500.00	5,000,000.00	4,896,250.00
12/30/25	12/30/20	FHLMC	0.700%	3134GXHL1	5,000,000.00	4,970,150.00	5,000,000.00	4,922,950.00
01/22/26	01/22/21	FNMA	0.530%	3135GAC58	5,000,000.00	4,943,650.00	5,000,000.00	4,892,700.00
01/28/26	01/28/21	FHLB	0.625%	3130AKQZ2	3,000,000.00	2,974,050.00	3,000,000.00	2,944,380.00
02/12/26	02/12/21	FHLB	0.600%	3130AKXQ4	3,000,000.00	2,966,580.00	3,000,000.00	2,935,980.00
02/24/26	02/24/21	FHLB	0.650%	3130AL5X8	3,000,000.00	2,974,050.00	3,000,000.00	2,944,290.00
03/16/26	03/16/21	FHLB	0.750%	3130ALF33	3,000,000.00	2,980,680.00	3,000,000.00	2,947,650.00
03/23/26	03/23/21	FHLB	0.875%	3130ALGC2	2,000,000.00	1,992,480.00	2,000,000.00	1,973,400.00
03/23/26	03/23/21	FHLB	1.000%	3130ALGJ7	1,950,000.00	1,947,543.00	1,950,000.00	1,929,154.50
11/29/24	03/29/21	FHLB	0.600%	3130ALRM8	2,000,000.00	1,998,280.00	2,000,000.00	1,975,580.00
06/30/25	03/30/21	FHLB	0.750%	3130ALU93	3,000,000.00	2,995,440.00	3,000,000.00	2,957,520.00
04/15/26	04/15/21	FHLB	1.050%	3130ALU51	2,000,000.00	1,998,300.00	2,000,000.00	1,983,640.00
04/28/25	04/28/21	FHLB	0.750%	3130AM4D1	3,000,000.00	2,997,210.00	3,000,000.00	2,963,520.00
11/24/26	11/24/21	FHLB	1.000%	3130APV51			5,000,000.00	4,996,450.00
12/10/24	12/10/21	FHLB	1.100%	3130APXC4			2,000,000.00	1,996,580.00
Municipal Bonds								
05/01/22	04/26/18	Wisconsin St Gen Fd A	3.000%	977100CY0	527,257.50	555,461.50	527,257.50	552,838.00
06/01/23	06/01/18	Alameda Cnty Calif Jt	3.095%	010831DQ5	480,000.00	501,230.40	480,000.00	495,758.40

Maturity Date	Settlement Date	Description	Yield	CUSIP	Value at 9/30/2021		Value at 12/31/2021	
					Book	Market	Book	Market
06/01/23	06/07/18	Las Vegas Nev	3.200%	5176968J2	711,618.80	742,617.40	711,618.80	734,338.80
06/01/23	06/14/18	Cedar Rapids Iowa	3.050%	150528YP6	305,000.00	318,264.45	305,000.00	314,689.85
05/15/23	07/17/18	Los Angeles Calif Dep	3.011%	544445BC2	247,577.50	260,005.00	247,577.50	257,155.00
07/01/23	07/20/18	Hartford Conn	3.606%	416415HH3	141,282.40	148,190.00	141,282.40	146,287.40
02/01/23	08/01/18	Georgia St	3.021%	373384L38	204,000.00	208,736.00	204,000.00	206,360.00
07/15/23	08/13/18	New York N Y City Tran	3.100%	64972HN81	1,000,430.00	1,048,680.00	1,000,430.00	1,034,910.00
12/01/22	08/15/18	Los Angeles Cnty Calif	3.050%	54531FAV3	1,007,960.00	1,032,560.00	1,007,960.00	1,023,240.00
07/15/23	11/13/18	Evansville-Vanderburgh	3.000%	299620ET7	416,172.00	401,436.00	416,172.00	401,328.00
08/15/22	11/15/18	Roanoke Tex Economic	3.400%	770047AQ1	315,000.00	322,569.45	315,000.00	320,049.45
08/15/23	11/15/18	Roanoke Tex Economic	3.500%	770047AR9	330,000.00	346,358.10	330,000.00	342,256.20
12/01/23	12/10/18	South Carolina St Pub	3.800%	837151WM7	229,449.85	254,457.00	229,449.85	251,808.55
02/15/22	01/25/19	Dallas Tex Indpt Sch D	2.750%	235308QM8	6,225,372.25	5,986,712.60	6,225,372.25	5,985,579.25
08/01/23	02/22/19	San Bernardino Cnty Ca	3.150%	796839BP2	1,055,518.80	1,053,803.80	1,055,518.80	1,036,369.60
02/01/24	02/22/19	Hudson Cnty N J Impt A	3.450%	443730FT8	1,145,812.50	1,131,459.00	1,145,812.50	1,112,118.00
12/01/23	03/11/19	Los Angeles Cnty Cali	2.866%	54473ERV8	1,031,620.00	1,063,610.00	1,031,620.00	1,048,860.00
03/15/24	03/13/19	Connecticut St	3.200%	20772GE61	1,116,160.00	1,124,250.00	1,116,160.00	1,098,640.00
04/01/23	03/15/19	Michigan St Hsg Dev A	2.869%	59465MV51	492,295.00	514,650.00	492,295.00	509,830.00
07/15/22	03/21/19	Evansville-Vanderburgh	4.162%	299620ES9	1,034,950.00	1,003,530.00	1,034,950.00	1,003,420.00
10/01/22	05/07/19	Allentown Pa	2.989%	018340SG5	540,000.00	553,624.20	540,000.00	549,336.60
11/01/23	05/09/19	Riverside Pub Fing Auth	2.850%	76926CAV6	764,750.00	784,221.20	764,750.00	776,294.40
11/01/23	05/17/19	New Jersey St Hsg + M	2.653%	646108PX2	632,130.80	644,288.10	632,130.80	635,943.30
02/15/24	05/20/19	Duncanville Tex Indpt S	2.435%	265138HS9	1,055,530.00	1,046,310.00	1,055,530.00	1,034,790.00
11/01/22	05/29/19	Riverside Pub Fing Aut	2.600%	76926CAU8	641,604.00	646,988.80	641,604.00	642,988.30
12/01/23	05/29/19	Imperial Calif Redev A	2.620%	452674AH7	402,196.00	418,364.00	402,196.00	413,308.00
12/01/23	06/07/19	Vermont Mun Bd Bk	2.371%	924214FT1	547,230.00	524,270.00	372,116.40	359,631.60
06/01/22	06/13/19	Portland Ore	2.282%	736679KX8	310,041.20	293,398.00	310,041.20	288,383.20
09/01/22	06/13/19	Miami Univ Ohio Gen R	2.547%	593791EK8	552,445.00	525,290.00	552,445.00	517,705.00
06/01/23	07/15/19	Commonwealth Fing Aut	2.280%	20281PGL0	910,965.90	920,550.45	910,965.90	911,027.85
10/01/22	07/18/19	Pleasant Ohio Loc Sch	2.250%	728500FE4	500,000.00	506,560.00	500,000.00	504,125.00
10/01/23	07/18/19	Pleasant Ohio Loc Sch D	2.300%	728500FF1	213,540.00	210,604.00	213,540.00	207,990.00
06/01/24	07/19/19	Naugatuck Conn	2.350%	639064RP1	691,866.00	684,665.10	691,866.00	673,394.40
10/01/23	07/25/19	Scotts Vy Calif Pub F	2.361%	810227AR9	560,000.00	580,462.40	560,000.00	574,280.00
08/01/24	08/01/19	New York N Y City Tran	2.320%	64971WVC1	2,064,780.00	2,133,000.00	2,064,780.00	2,092,400.00
07/15/24	08/08/19	Toms River N J Brd Ed	2.434%	890125WX1	2,455,755.40	2,424,387.00	2,455,755.40	2,405,347.00
12/01/22	08/20/19	King Cnty Wash	2.026%	49474E3W1	2,383,858.80	2,307,011.70	2,383,858.80	2,277,074.40
08/15/23	08/22/19	Round Rock Tex Transn	2.228%	77924PAB1	475,000.00	490,527.75	475,000.00	485,934.50
11/15/23	08/23/19	Brick Twp N J	2.100%	107889SH1	291,472.50	285,689.25	202,440.90	198,767.97
08/01/24	08/23/19	Lynn Haven Fla Rev	2.071%	551537AD5	378,860.00	384,176.20	378,860.00	382,078.60
07/01/24	08/27/19	Sioux Falls S D Sch Dis	2.000%	829596NX9	925,484.80	913,266.80	925,484.80	896,850.40
08/15/24	09/03/19	South San Antonio Tex I	1.520%	8398562C4	428,044.50	416,222.55	428,044.50	412,622.10
10/01/23	09/04/19	Norristown Pa Area Sch	2.470%	656491PY7	485,000.00	502,590.95	485,000.00	497,255.95
03/01/24	09/10/19	Houston Tex	1.900%	4423315T7	2,004,260.00	2,065,100.00	2,004,260.00	2,042,720.00
09/01/24	09/12/19	Port Morrow Ore Trans	1.950%	73474TAB6	747,236.55	757,508.40	747,236.55	743,838.45

Maturity Date	Settlement Date	Description	Yield	CUSIP	Value at 9/30/2021		Value at 12/31/2021	
					Book	Market	Book	Market
09/01/22	09/25/19	Alabama Incentives Fi	2.303%	01030LDE2	245,000.00	248,863.65	245,000.00	247,499.00
09/01/23	09/25/19	Alabama Incentives Fi	2.387%	01030LDF9	660,000.00	680,116.80	660,000.00	673,536.60
09/01/24	09/25/19	Alabama Incentives Fi	2.437%	01030LDG7	675,000.00	701,109.00	675,000.00	692,091.00
04/01/22	09/26/19	Spartanburg S C Spl Ob	2.140%	847219AC6	290,000.00	291,653.00	290,000.00	290,812.00
04/01/23	09/26/19	Spartanburg S C Spl Ob	2.190%	847219AD4	300,000.00	305,277.00	300,000.00	303,249.00
04/01/24	09/26/19	Spartanburg S C Spl Ob	2.250%	847219AE2	305,000.00	311,417.20	305,000.00	308,196.40
07/01/23	10/01/19	Utah St Mun Pwr Agy P	2.070%	91756TAL5	1,015,850.00	1,025,950.00	1,015,850.00	1,017,160.00
05/01/24	10/02/19	Cedar Springs Mich Pub	2.010%	150609HV0	1,457,517.15	1,508,122.05	1,457,517.15	1,489,614.45
02/15/24	10/15/19	Williamson Cnty Tex	1.800%	969887H50	442,977.90	445,935.90	442,977.90	442,081.80
07/01/24	10/22/19	Massachusetts St Dev	2.250%	57584XCR0	2,136,340.00	2,131,220.00	2,136,340.00	2,125,400.00
06/01/24	10/31/19	Montgomery Cnty Va Ec	2.080%	613741GM3	1,024,000.00	1,053,250.00	1,024,000.00	1,037,440.00
12/01/22	11/05/19	Corpus Christi Tex Re	2.000%	220228BH2	892,073.70	903,723.80	892,073.70	898,748.70
11/01/24	11/14/19	Estes Pk Colo Pwr + C	2.462%	29747TAX1	690,000.00	721,891.80	690,000.00	712,011.00
05/01/24	11/19/19	Thornapple Kellogg Mi	2.061%	885205NF7	880,000.00	911,002.40	880,000.00	899,316.00
11/01/24	11/20/19	Colorado Hsg + Fin Aut	2.200%	196480EA1	997,840.80	1,017,185.40	997,840.80	1,004,434.20
01/01/22	11/26/19	Greenville Ohio City Sc	2.217%	396352HA7	300,765.15	314,489.70	300,765.15	315,000.00
01/01/23	11/26/19	Greenville Ohio City Sc	2.327%	396352HB5	749,334.25	797,030.50	749,334.25	799,292.55
01/01/24	11/26/19	Greenville Ohio City Sc	2.377%	396352HC3	285,931.80	307,443.15	285,931.80	308,246.40
12/01/22	12/18/19	Mukwonago Wis	1.801%	625064QM5	973,622.50	957,320.65	973,622.50	957,139.20
09/01/22	12/19/19	Bainbridge Ga Pub Facs	2.230%	056869BU3	34,926.50	35,574.35	34,926.50	35,382.20
09/01/23	12/19/19	Bainbridge Ga Pub Facs	2.330%	056869BV1	69,801.20	72,249.10	69,801.20	71,569.40
09/01/24	12/19/19	Bainbridge Ga Pub Facs	2.430%	056869BW9	69,750.80	72,902.20	69,750.80	72,077.60
08/15/23	01/27/20	Stratford Conn	1.950%	8628113Y0	545,860.00	537,215.00	545,860.00	529,705.00
02/01/25	02/03/20	New York N Y City Tran	1.872%	64971WF70	1,035,040.00	1,059,430.00	1,035,040.00	1,039,730.00
12/01/22	03/12/20	Willoughby Eastlake Ohi	1.970%	971039RL8	94,808.00	99,218.00	94,808.00	99,161.00
12/01/23	03/12/20	Willoughby Eastlake Ohi	1.988%	971039RM6	185,812.00	196,138.00	185,812.00	195,170.00
03/15/25	03/16/20	Connecticut St	1.602%	20772KFJ3	461,690.00	485,695.00	461,690.00	482,000.00
08/01/24	03/17/20	Lynwood Calif Uni Sch	1.271%	551800JC0	500,000.00	504,585.00	500,000.00	499,345.00
07/01/22	07/15/20	Metropolitan Wtr Dist	0.360%	592657CN8	1,350,000.00	1,351,323.00	1,350,000.00	1,350,067.50
07/01/23	07/15/20	Metropolitan Wtr Dist	0.540%	592657CP3	1,955,000.00	1,957,209.15	1,955,000.00	1,948,744.00
10/15/22	07/16/20	Jersey City N J Mun U	1.065%	476623CN1	440,000.00	442,587.20	440,000.00	441,201.20
10/15/23	07/16/20	Jersey City N J Mun U	1.194%	476623CP6	405,000.00	409,236.30	405,000.00	406,057.05
10/01/22	08/25/20	Trussville Ala	0.401%	898242NA6	515,000.00	515,782.80	515,000.00	514,783.70
10/01/22	08/25/20	Trussville Ala	0.401%	898242NS7	1,080,000.00	1,081,641.60	1,080,000.00	1,079,546.40
10/01/23	08/25/20	Trussville Ala	0.526%	898242NB4	520,000.00	520,114.40	520,000.00	516,807.20
10/01/23	08/25/20	Trussville Ala	0.526%	898242NT5	250,000.00	250,055.00	250,000.00	248,465.00
10/01/24	08/25/20	Trussville Ala	0.722%	898242NC2	490,000.00	488,549.60	490,000.00	483,703.50
09/01/22	09/01/20	Fullerton Calif Redev	0.761%	35981VAW0	150,000.00	150,219.00	150,000.00	149,976.00
09/01/23	09/01/20	Fullerton Calif Redev	0.882%	35981VAX8	235,000.00	234,809.65	235,000.00	233,451.35
09/01/24	09/01/20	Fullerton Calif Redev	1.081%	35981VAY6	650,000.00	646,646.00	650,000.00	640,549.00
03/01/23	09/02/20	Maplewood Richmond Heig	0.800%	565607PV4	185,000.00	185,693.75	185,000.00	184,942.65
09/01/22	09/10/20	Bloomfield Twp N J Br	0.651%	094226DA2	405,000.00	405,664.20	405,000.00	404,987.85
09/01/23	09/10/20	Bloomfield Twp N J Br	0.773%	094226DB0	425,000.00	425,386.75	425,000.00	422,828.25

Maturity Date	Settlement Date	Description	Yield	CUSIP	Value at 9/30/2021		Value at 12/31/2021	
					Book	Market	Book	Market
09/01/24	09/10/20	Bloomfield Twp N J Br	0.939%	094226DC8	530,000.00	528,282.80	530,000.00	523,205.40
09/01/25	09/10/20	Bloomfield Twp N J Br	1.089%	094226DD6	510,000.00	505,068.30	510,000.00	499,534.80
12/01/23	09/17/20	Centerville Ohio City	0.549%	152239JV2	100,000.00	100,244.00	100,000.00	99,497.00
12/01/24	09/17/20	Centerville Ohio City	0.709%	152239JW0	500,000.00	500,080.00	500,000.00	494,780.00
10/01/24	11/19/20	San Diego Taxable	0.700%	7973913L1	995,652.90	991,098.90	995,652.90	980,951.40
07/01/25	12/29/20	Oklahoma ST Capitol Imp	0.757%	679075BX8	1,013,090.00	999,230.00	1,013,090.00	989,170.00
01/01/25	01/04/21	Southern NH University	1.100%	84352JAA4	1,031,330.64	1,007,440.00	1,031,330.64	996,760.00
09/01/25	01/06/21	Tarrant County Cult EDU	1.050%	87638QQW2	507,605.00	501,370.00	507,605.00	498,695.00
08/01/25	01/08/21	New York City GEN	0.650%	64971WP61	1,078,560.00	1,052,640.00	1,078,560.00	1,035,610.00
09/01/24	01/28/21	New Jersey Kean University	0.800%	6460662E9	1,758,087.50	1,730,056.25	1,758,087.50	1,697,930.00
09/01/25	01/28/21	New Jersey Kean University	1.000%	6460662F6	2,200,180.00	2,157,900.00	2,200,180.00	2,115,100.00
04/01/24	03/02/21	Brazos Higher Ed Authority	1.050%	10623ABA0	1,026,630.00	1,017,450.00	1,026,630.00	1,008,340.00
04/01/25	04/29/21	Oregon St Dept	0.743%	68607V2P9	1,207,212.00	1,201,428.00	1,207,212.00	1,187,484.00
06/01/24	05/19/21	River City Inc KY	0.650%	76804AEA9	1,557,316.95	1,549,713.00	1,557,316.95	1,536,106.75
Certificates of Deposit (FDIC Insured)								
07/25/22	07/25/17	Comenity Capital Bank	2.250%	20033AUYO	245,000.00	249,353.65	245,000.00	247,768.50
07/26/22	07/26/17	Barclays Bank	2.250%	06740KKR7	245,000.00	249,395.30	245,000.00	247,778.30
07/26/22	07/26/17	Capital One Bank NA	2.250%	14042RGS4	245,000.00	249,395.30	245,000.00	247,778.30
07/26/22	07/26/17	Goldman Sachs Bank	2.300%	38148PLT2	245,000.00	249,498.20	245,000.00	247,849.35
10/12/22	10/12/17	Mountain American Federal CU	2.300%	62384RAB2	245,000.00	250,527.20	245,000.00	248,817.10
10/14/22	10/13/17	Morgan Stanley Bank	0.000%	61765QDT3	245,000.00	249,152.75	245,000.00	252,607.25
10/18/22	10/18/17	Beneficial Bank	2.150%	08173QBX3	245,000.00	250,218.50	245,000.00	248,594.15
10/26/22	10/26/17	Business Bank	2.150%	12325EHX3	245,000.00	250,314.05	245,000.00	248,687.25
01/12/23	01/12/18	Synchrony Bank	2.550%	87165HUB4	245,000.00	252,470.05	245,000.00	250,514.95
01/17/23	01/17/18	Sallie Mae Bank	2.600%	795450J30	245,000.00	252,700.35	245,000.00	250,706.05
03/09/22	03/09/18	Randolph Savings Bank	2.600%	75272LAD8	245,000.00	247,721.95	245,000.00	246,085.35
03/14/22	03/12/18	Firsttrust Savings Bank	2.650%	337630BM8	245,000.00	247,844.45	245,000.00	246,207.85
03/16/22	03/16/18	Summit Community Bank	2.550%	86604XMU7	245,000.00	247,766.05	245,000.00	246,188.25
04/11/22	04/11/18	Citibank, NA	2.800%	17312QH85	245,000.00	248,513.30	245,000.00	246,751.75
04/13/22	04/13/18	BMW Bank of North America	2.800%	05580AMH4	245,000.00	248,550.05	245,000.00	246,786.05
04/28/23	04/30/18	University of Iowa CU	3.000%	91435LAB3	245,000.00	255,588.90	245,000.00	253,266.30
06/30/23	08/30/18	Industrial and Commercial Bank	3.300%	45581EAX9	245,000.00	257,850.25	245,000.00	255,260.60
10/17/22	10/17/18	UBS Bank USA	3.250%	90348JEG1	245,000.00	253,028.65	245,000.00	250,730.55
11/08/23	11/08/18	Morgan Stanley Private Bank, N/A	3.550%	61760ARS0	245,000.00	260,841.70	245,000.00	257,955.60
11/28/23	11/28/18	Numerica CU	3.550%	67054NAN3	245,000.00	261,547.30	245,000.00	258,617.10
12/05/22	12/04/18	American Express National Bank	3.400%	02589AAZ5	245,000.00	254,400.65	245,000.00	251,977.60
01/31/22	01/31/19	Keesler FCU	3.050%	49254FAG1	245,000.00	247,427.95	245,000.00	245,590.45
04/10/24	04/10/19	Wells Fargo Bank NA	2.850%	949763ZA7	245,000.00	259,364.35	245,000.00	256,791.85
04/05/22	05/06/19	Farmer's Insurance Group FCU	2.750%	30960QAA5	245,000.00	248,339.35	245,000.00	246,614.55
05/31/24	05/31/19	Comenity Bank	2.800%	PER200LZ0	200,000.00	201,882.20	245,000.00	201,714.80
08/14/24	08/14/19	Capital One Bank USA, NA	2.100%	14042TBT3	245,000.00	255,383.10	200,000.00	253,224.65
08/15/22	08/15/19	Ally Bank	2.000%	02007GLD3	245,000.00	249,133.15	245,000.00	247,646.00

Maturity Date	Settlement Date	Description	Yield	CUSIP	Value at 9/30/2021		Value at 12/31/2021	
					Book	Market	Book	Market
08/23/22	08/23/19	CIT Bank, NA	1.950%	12556LBB1	245,000.00	249,118.45	245,000.00	247,653.35
12/30/22	12/30/19	Wells Fargo National Bank Wes	1.850%	949495AF2	245,000.00	250,135.20	245,000.00	248,655.40
01/29/25	01/29/20	Citadel FCU	1.850%	17286TAF2	245,000.00	254,420.25	245,000.00	251,933.50
02/28/25	02/28/20	Austin Telco FCU	1.800%	052392AA5	245,000.00	252,979.65	245,000.00	250,495.35
12/11/24	09/11/20	Texas Exchange Bank	0.500%	88241TJG6	245,000.00	243,686.80	245,000.00	242,248.65
09/29/25	09/29/20	US Alliance FCU	0.500%	90352RBF1	245,000.00	242,591.65	245,000.00	239,837.85
01/09/23	01/09/20	American National Bank	1.750%	9625880	3,251,606.47	3,251,606.47	3,265,949.17	3,265,949.17
07/29/22	07/29/20	Prosperity Bank	0.700%	434000014	1,598,590.87	1,598,590.87	1,601,382.36	1,601,382.36
01/19/22	01/19/18	Prosperity Bank	2.400%	60050002650	1,091,868.21	1,091,868.21	1,098,414.51	1,098,414.51
01/19/23	01/19/18	Prosperity Bank	2.500%	60050002651	1,095,869.89	1,095,869.89	1,102,714.52	1,102,714.52
08/22/23	08/22/18	Prosperity Bank	3.380%	60050005699	1,109,737.96	1,109,737.96	1,119,115.84	1,119,115.84
01/14/22	01/14/19	Prosperity Bank	3.020%	60050007571	1,083,725.44	1,083,725.44	1,091,905.64	1,091,905.64
01/13/23	01/14/19	Prosperity Bank	3.180%	60050007572	1,088,345.63	1,088,345.63	1,096,997.10	1,096,997.10
01/12/24	01/14/19	Prosperity Bank	3.310%	60050007573	1,092,113.62	1,092,113.62	1,101,150.92	1,101,150.92
01/12/24	01/14/20	Prosperity Bank	1.800%	60050009770	1,030,416.25	1,030,416.25	1,035,047.34	1,035,047.34
01/14/25	01/14/20	Prosperity Bank	1.850%	60050009771	1,031,273.56	1,031,273.56	1,036,037.44	1,036,037.44
04/01/22	10/01/21	Prosperity Bank	0.150%	434000173			5,001,253.51	5,001,253.51
01/22/25	01/22/20	Texas Security Bank	1.900%	12469	1,586,593.80	1,586,593.80	1,594,192.06	1,594,192.06
Money Market Funds								
		Dreyfus Money Market Fund	0.030%		12,626.54	12,626.54	12,962.44	12,962.44
Local Government Investment Pools								
		TexasCLASS	0.044%		109,480,666.28	109,480,666.28	106,411,149.69	106,411,149.69
		TexPool	0.028%		10,309,966.46	10,309,966.46	13,021,477.30	13,021,477.30
		TexSTAR	0.010%		3,170,403.75	3,170,403.75	3,170,494.65	3,170,494.65
Cash								
		Cash*	0.020%		9,221,756.23	9,221,756.23	9,599,549.43	9,599,549.43
Total					294,548,716.55	294,717,858.56	302,954,783.51	301,773,990.04

*Only Cash at JP Morgan Bank with interest.

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION
--

AGENDA DATE:	February 8, 2022
AGENDA CAPTION:	Conduct a Public Hearing and Adopt an Ordinance to Amend the Development Regulations of Planned Development No. 56 with a Base Zoning of Shopping Center to allow “Restaurant (with drive-in or drive-through)” as a Permitted Use and to Adopt a Concept Plan and Building Elevations for the Property Located at 2021 W. McDermott Drive. (Salad and Go)
STAFF RESOURCE:	Hayley Angel, Planning Manager
BOARD/COMMISSION ACTION:	On January 4, 2022, the Planning and Zoning Commission recommended approval of the request.
PREVIOUS COUNCIL ACTION:	Planned Development No. 56 – Approved September, 1994 Planned Development No. 56 – Approved August, 2019
STRATEGIC PLANNING GOAL:	Vibrant Community with Lively Destinations and Successful Commercial Centers.

BACKGROUND

The subject property is located at Lot 1, Block A, Custer/McDermott Addition, generally located directly south of W. McDermott Avenue and approximately 700 feet east of N. Custer Road (and commonly known as 2021 W. McDermott Drive). This property is zoned Planned Development No. 56 (PD-56) with a base zoning of Shopping Center (SC). The property to the north, across W. McDermott Drive, is zoned Agriculture-Open (AO). The property to the east is zoned PD-56 with a base zoning of Single Family (SF). The properties to the south and west are zoned PD-56 with a base zoning of SC.

The applicant is requesting to develop a drive-through restaurant without dining facilities. While the Allen Land Development Code (ALDC) allows a restaurant with a drive-through, it does require indoor or outdoor dining facilities. For this reason, the applicant is requesting a Planned Development Amendment to amend the development regulations and to adopt a Concept Plan and Building Elevations.

The subject property is approximately 1.040 acres. The site is already developed and has an existing 3,764± square foot building which will be demolished with the construction of the proposed project.

The Concept Plan shows an approximately 780 square foot building with two drive-through lanes. There are two drive-through entrances that will merge into one lane, accessing the pick-up window to the north. The remaining drive-through lane will access the pick-up window to the south. This building will be occupied by employees only and will not have dining areas.

There are several access points to the property. The main access point is located on the north side of the

property through W. McDermott Drive, running south on the entire east side of the property. The remaining access points are internal access drives located on the east and south adjacent sites.

The building elevations show an approximately 20-foot-tall stucco building with metal siding, coping, and fascia. While building materials cannot be regulated by the proposed ordinance, these materials are shown for illustrative purposes.

The development regulations include the permitted uses and propose a new use of "Restaurant with drive-in or drive-through". The ALDC currently stipulates that a restaurant with a drive-through must have an on-site dining area and a single drive-through lane. The proposed regulations would add this new use to allow the development as shown on the Concept Plan.

This request has been reviewed by the Technical Review Committee. The request is in general conformance with the future land use map in the adopted Comprehensive Plan and is compatible with the surrounding uses.

LEGAL NOTICES

Public Hearing Sign - December 23, 2021

Property Owner Notices - December 23, 2021

Newspaper Notice - January 20, 2022

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to adopt Ordinance No. _____ to amend the Development Regulations of Planned Development No. 56 with a base zoning of Shopping Center and to adopt a Concept Plan and Building Elevations for Lot 1, Block A, Custer/McDermott Addition.

ATTACHMENT

[Ordinance](#)

[Property Notification Map](#)

[Minutes - January 4, 2022 PZ](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP, AS PREVIOUSLY AMENDED, BY AMENDING THE DEVELOPMENT REGULATIONS OF TRACT C OF PLANNED DEVELOPMENT “PD” NO. 56 WITH A BASE ZONING OF SHOPPING CENTER “SC” AND ADOPTING A CONCEPT PLAN AND BUILDING ELEVATIONS RELATING TO THE USE AND DEVELOPMENT OF LOT 1, BLOCK A, CUSTER/MCDERMOTT ADDITION (COMMONLY KNOWN AS 2021 W. MCDERMOTT DRIVE); PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1. The Allen Land Development Code Zoning Regulations and the Zoning Map of the City of Allen, Collin County, Texas, as previously amended, be further amended by amending as set forth in Section 2 of this Ordinance the development regulations of Tract C of Planned Development “PD” No. 56 with a base zoning of Shopping Center “SC,” with respect to the use and development of Lot 1, Block A, Custer/McDermott Addition, an addition to the City of Allen, Collin County, Texas, according to the plat thereof recorded in Cabinet K, Slide 158, Map Records, Collin County, Texas (“the Property”).

SECTION 2. The Property shall be developed and used in accordance with the applicable provisions of the Allen Land Development Code, as amended, (“ALDC”) and Tract C of Planned Development “PD” No. 56 as set forth in Ordinance No. 3691-8-19, (“the PD 56 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”). Minor modifications to streets that do not alter the general alignment shown on the Concept Plan may be made at the time of Site Plan approval.
- B. PERMITTED USES:** In addition to the uses permitted by the PD 56 Ordinance with respect to the use and development of Tract C, the Property may be developed and used for a Restaurant (drive-in or drive-through) use. For purposes of this Section 2.B, “Restaurant (with a drive-in or drive-through)”, means an establishment serving food prepared on-site and served to customers at a walk-up or drive-through carry-out window(s) and/or to the customer remaining in the customer’s vehicle parked on the premises, which establishment may or may not have an on-premise dining area.

C. BUILDING ELEVATIONS: Buildings to be constructed on the Property shall be developed in general conformance with the height and architectural style set forth in the Building Elevations attached hereto as Exhibit “B” and incorporated herein by reference (the “Building Elevations”).

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

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

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

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 8TH DAY OF FEBRUARY 2022.

APPROVED:

Kenneth M. Fulk, MAYOR

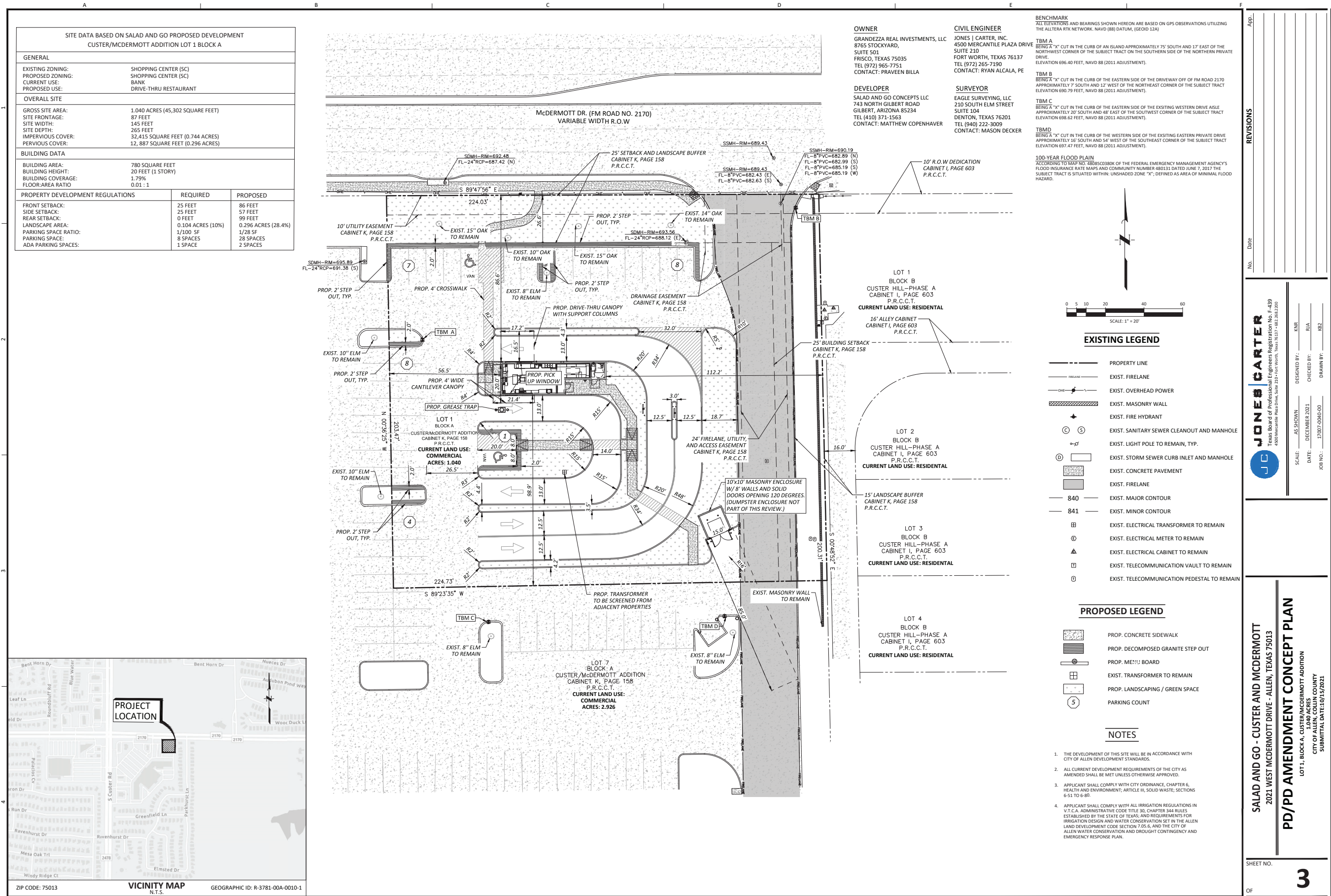
APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
(kbl:12/30/2021:126787)

Shelley B. George, TRMC, CITY SECRETARY

EXHIBIT "A"
CONCEPT PLAN



ARCHITECT OF RECORD



513 MAIN STREET, SUITE 300
FORT WORTH, TEXAS 76102
(817) 820-0433

THIS DRAWING IS A DESIGN
DEVELOPMENT DOCUMENT.
SITE SPECIFIC MODIFICATIONS
MADE UNDER THE RESPONSIBLE
CHARGE OF THE ARCHITECT
AND/OR ENGINEER-OF-RECORD
WILL BE REQUIRED PRIOR TO
USING THIS DOCUMENT FOR
BIDDING, PERMITTING, OR
CONSTRUCTION.

11/17/2021

CONTRACTOR SHALL VERIFY ALL CONDITIONS
AND DIMENSIONS AT THE JOB SITE AND
NOTIFY THE ARCHITECT OF ANY DIMENSIONAL
ERRORS, OMISSIONS OR DISCREPANCIES
BEFORE BEGINNING OR FABRICATING ANY
WORK. DO NOT SCALE DRAWINGS.

REVISION SCHEDULE

REV	DATE	BY	DESCRIPTIONS



CUSTER & McDERMOTT
2021 WEST McDERMOTT DRIVE
ALLEN, TEXAS 75013

PROJECT #: XX-XXXX

ORIGINAL ISSUE DATE: 10/21/2021

PRODUCTION DESIGNER: S. CLARK

CHECKED BY: A. MORELAND

SHEET TITLE:

FACADE PLAN

SHEET NUMBER:

FP-01

EXTERIOR FINISH SCHEDULE				
	DESCRIPTION	PRODUCT	FINISH	COLOR
STUCCO	STUCCO	TBD	PAINTED	SW 7004 256-C2 'SNOWBOUND'
EIFS	EXT. INSULATION FINISH SYSTEM	TBD	PAINTED	SW 7004 256-C2 'SNOWBOUND'
SIDING	METAL SIDING	TAYLOR METAL PRODUCTS 'SMOOTHWALL', FLAT PAN	POWDER COATED	SLATE GRAY
BUMP	EXT. INSULATION FINISH SYSTEM	TBD	PAINTED	SW 6921 146-C3 'ELECTRIC LIME'
MT-01	METAL FASCIA	TBD	PAINTED	SW 6887 116-C5 'NAVEL'
MT-02	METAL COPING	TBD	PAINTED	SW 7004 256-C2 'SNOWBOUND'
MT-03	METAL COPING	TBD	PAINTED	SW 7004 256-C2 'SNOWBOUND'
STRFNT	STOREFRONT	KAWNEER	CLEAR ANODIZED	

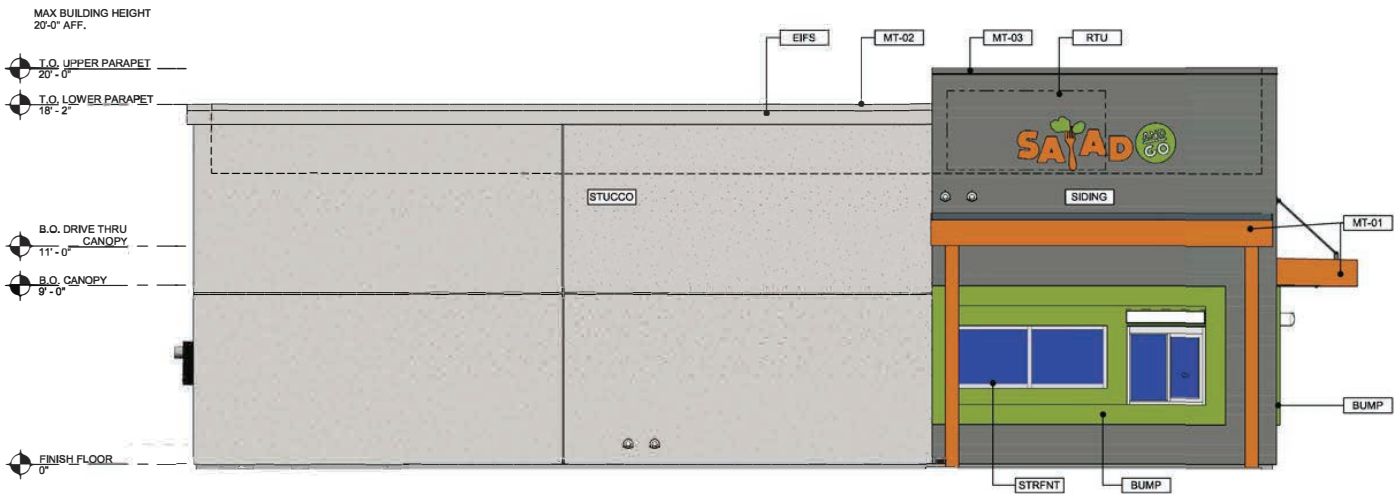
FINISH SAMPLES	
MT-01	SW 6887 116-C5 'NAVEL'
STUCCO	SW 7004 256-C2 'SNOWBOUND'
EIFS	SW 7004 256-C2 'SNOWBOUND'
MT-02	SW 7004 256-C2 'SNOWBOUND'
SIDING	SLATE GRAY
MT-03	SLATE GRAY
BUMP	SW 6921 146-C3 'ELECTRIC LIME'
STRFNT	CLEAR ANODIZED

NORTH ELEVATION MATERIALS			
	DESCRIPTION	AREA	PERCENTAGE
STUCCO	STUCCO WHITE	660.77 S.F.	67.22 %
EIFS	EXT. INSULATION FINISH SYSTEM	77.33 S.F.	7.87 %
SIDING	METAL SIDING	244.96 S.F.	23.84 %

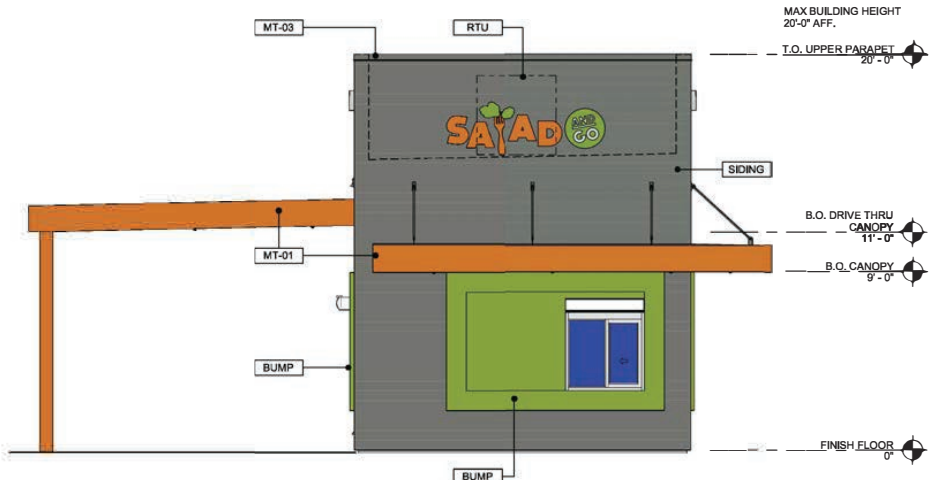
SOUTH ELEVATION MATERIALS			
	DESCRIPTION	AREA	PERCENTAGE
STUCCO	STUCCO WHITE	601.17 S.F.	59.70 %
EIFS	EXT. INSULATION FINISH SYSTEM	75.78 S.F.	7.53 %
SIDING	METAL SIDING	306.79 S.F.	29.87 %

EAST ELEVATION MATERIALS			
	DESCRIPTION	AREA	PERCENTAGE
STUCCO	STUCCO WHITE	249.05 S.F.	81.24 %
EIFS	EXT. INSULATION FINISH SYSTEM	34.21 S.F.	11.16 %
SIDING	METAL SIDING	0 S.F.	0 %

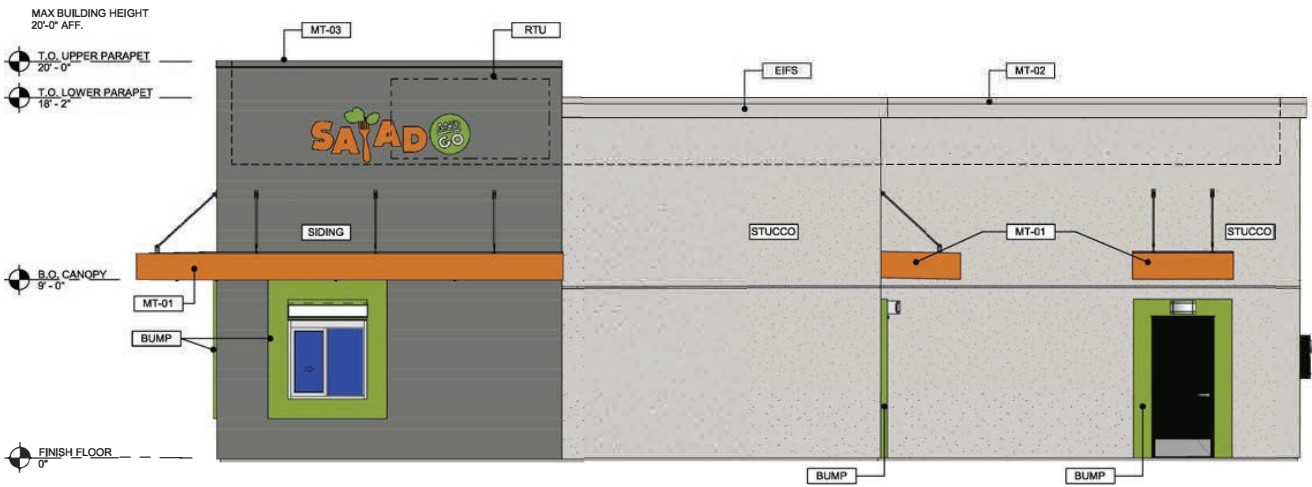
WEST ELEVATION MATERIALS			
	DESCRIPTION	AREA	PERCENTAGE
STUCCO	STUCCO WHITE	26.04 S.F.	8.11 %
EIFS	EXT. INSULATION FINISH SYSTEM	32 S.F.	9.97 %
SIDING	METAL SIDING	263 S.F.	77.47 %



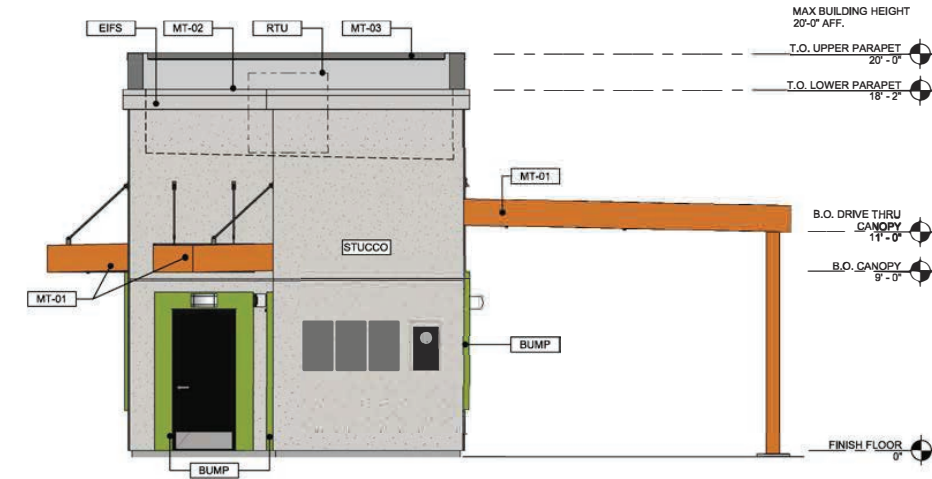
3 NORTH ELEVATION
Scale: 1/4" = 1'-0"



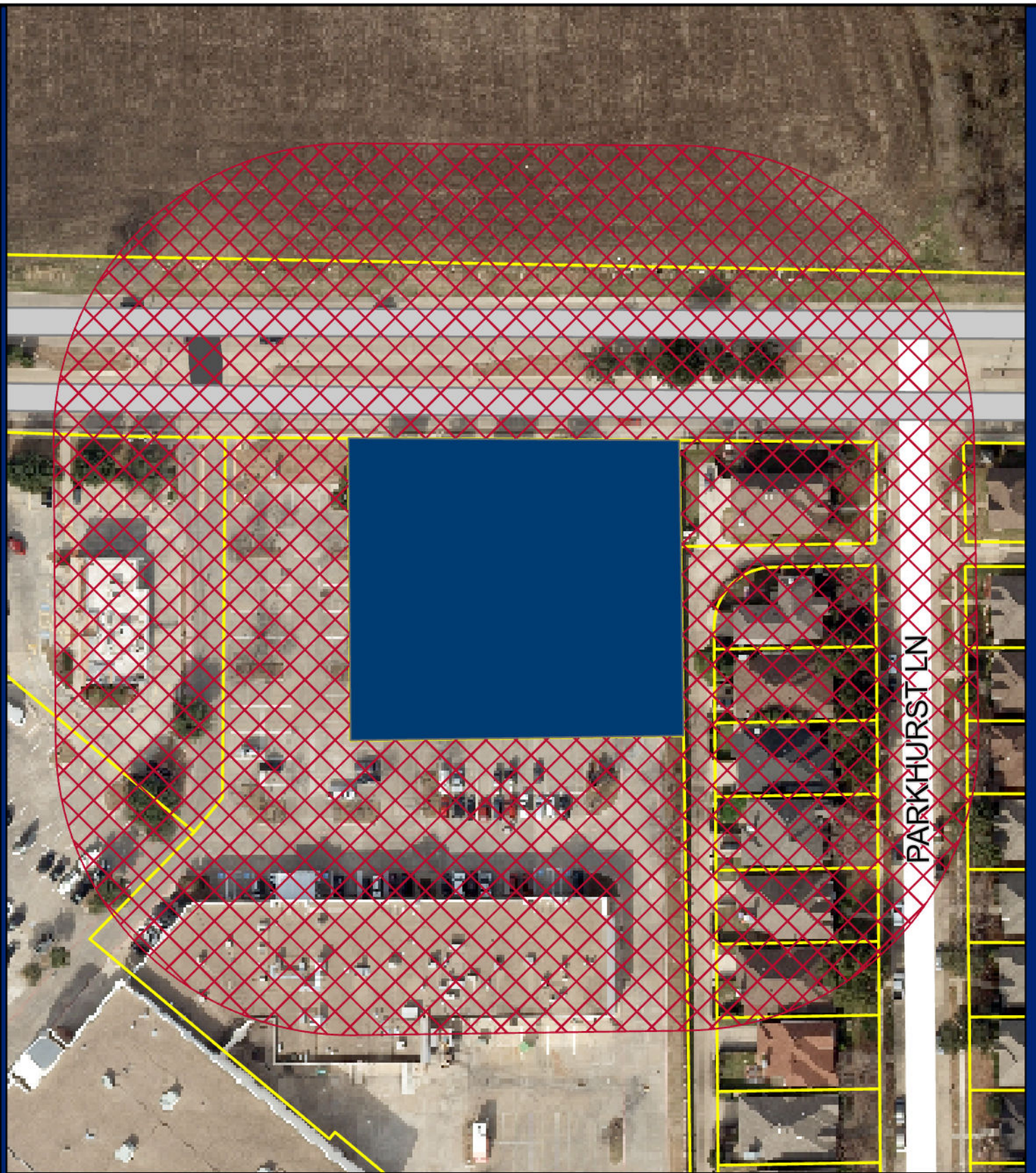
4 WEST ELEVATION
Scale: 1/4" = 1'-0"



1 SOUTH ELEVATION
Scale: 1/4" = 1'-0"






2 EAST ELEVATION
Scale: 1/4" = 1'-0"

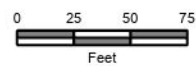


Public Notification Map

Salad and Go
2021 W. McDermott Dr.

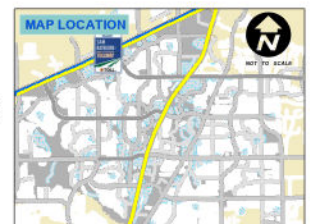
Legend

-  Subject Property
-  Collin CAD Parcels
-  200' Buffer



Community Development - Planning
Date Saved: 12/9/2021

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



January 4, 2022 Planning and Zoning Commission Meeting Minutes

Conduct a Public Hearing and Consider a Request to Amend the Development Regulations of Planned Development No. 56 with a Base Zoning of Shopping Center to Allow “Restaurant (with drive-in or drive-through)” as a Permitted Use on Lot 1, Block A, Custer/McDermott Addition, Generally Located Directly South of W. McDermott Avenue and Approximately 700 Feet East of N. Custer Road (and Commonly Known as 2021 W. McDermott Ave). (ZN102921-0020) [Salad and Go]

Ms. Johnsen presented the item to the Commission. She stated that staff recommends approval of the item

Chair Trahan opened the public hearing.

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

Motion: Upon a motion by 1st Vice-Chair Metevier, and a second by 2nd Vice-Chair Shaikh, the Commission voted 6 IN FAVOR, and 0 OPPOSED to recommend approval of the request to amend the development regulations of PD-56 with a base zoning of SC, and to adopt a Concept Plan, and Building Elevations for Lot 1, Block A, Custer/McDermott Addition, as presented

The motion carried.

ATTENDANCE:

Commissioners Present

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

Commissioners Absent

Kenneth Cook

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE:	February 8, 2022
AGENDA CAPTION:	Authorize the City Manager to Execute a Contract with Whirlix Design, Inc., for Bethany Lakes Park Inclusive Improvements in the Amount of \$220,501.
STAFF RESOURCE:	Kate Meacham, Director of Parks and Recreation Laura Cuellar, Landscape Architect
STRATEGIC PLANNING GOAL:	Safe and Livable Community for All.

BACKGROUND

Public playground equipment, like all other public infrastructure, requires periodic and routine maintenance, upgrade, and redevelopment. The 2015 Parks and Open Space Master Plan notes that 75% of survey respondents expressed that existing parks should be upgraded and/or improved to include additional facilities. Staff has historically identified the need for playground replacements based on specific requirements regarding maintenance concerns and age of structures, but it is important to note that the citizens of Allen also expect to see playground improvements made on a regular basis for both aesthetic and safety reasons. The Parks and Open Space Master Plan goes into detail on existing parks needs and notes that while staff maintains our parks and facilities at high levels, replacements, upgrades, and improvements eventually become necessary, and it is critical to continue the trend of replacements and upgrades throughout the park system.

Recent movement within the playground industry has focused on all-inclusive and adaptive play amenities for kids of all abilities and even in some cases senior adults. Although all the playgrounds in our community comply with the standards for accessibility, many are lacking some of these newly designed universal play activities or the preferred unitary impact-absorbing continuum surface for greater level and ease of accessibility. The recommended changes to the Bethany Lakes Park playground are based upon input from residents at the Allen Community Development Corporation Townhall meeting in March 2021.

It is important that considerations for these improvements first be assessed and implemented at the Community Park level as these locations can facilitate/accommodate a wider range of use with support features such as parking and restrooms. The existing playground at Bethany Lakes Park is still within its current life span and does not need to be replaced at this time. Staff is taking the opportunity to expand the playground to an additional 1450 square feet to include all-inclusive play equipment with fully accessible poured in place surfacing.

Whirlix Design, Inc., is a one-stop-shop playground company. They work directly with the manufacturer to develop and design the playground and purchase the materials, and they have their own construction crew to complete the installation and required site work. The contract includes responsibility for the playground border expansion, grading, poured-in-place surfacing, playground design, and installation.

BUDGETARY IMPACT

The purchase of this playground equipment is proposed to be made through BuyBoard Purchasing Cooperative contract #592-19 and is funded through the Community Development Corporation with additional funding from the Park Development Fee's Southeast Quad. Funding available through park development fees is acquired when residential development is constructed and paid for by the developer.

Bethany Lakes Park Inclusive Improvements Cost Estimate Construction Contract	
Community Development Corporation	\$200,000
Park Development Fees	\$ 20,501*
Total Funding	\$220,501

* There will be \$32,651 Park Development fees remaining in the Southeast Quadrant at the completion of this project.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute a contract with Whirlix Design, Inc., for Bethany Lakes Park Inclusive Improvements in the Amount of \$220,501.

MOTION

I make a motion to authorize the City Manager to execute a contract with Whirlix Design, Inc., for Bethany Lakes Park Inclusive Improvements in the Amount of \$220,501.

ATTACHMENT

[Contract - Whirlix Design](#)
[Bethany Lakes Proposal](#)

STATE OF TEXAS	§	AGREEMENT FOR PUBLIC FACILITY PROJECT
	§	(MINOR)
COUNTY OF COLLIN	§	

This Agreement for Public Facility Services (“Agreement”) is made by and between the City of Allen, Texas (“City”) and Whirlix Design, Inc, a Domestic For-Profit Corporation (“Contractor”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Contractor as an independent contractor, and not as an employee, to provide the labor, goods, materials, equipment, installation, construction and services described in the Contract Documents (hereinafter defined) for the purchase installation of playground structures and associated site work for Bethany Lakes Park Inclusive Improvements (the “Project”); and

WHEREAS, the Contractor desires to provide the labor, goods, materials, equipment, installation, construction and services described in the Contract Documents in accordance with the terms and conditions set forth in this Agreement (hereinafter defined as the “Work”);

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

Article I Term; Termination

1.1 Term. The term of this Agreement shall commence on the last date of execution hereof (the “Effective Date”) and continue until the completion of the Services by the Contractor unless sooner terminated as provided herein.

1.2 Termination. This Agreement may be terminated upon any one of the following:

- (a) by written agreement of the Parties;
- (b) upon written notice by either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof; or
- (c) upon written notice by City, if the Contractor suffers an event of Bankruptcy or Insolvency (for purpose of this section “Bankruptcy or Insolvency” shall mean the dissolution or termination of Contractor’s existence as a going business, insolvency, appointment of receiver for any part of Contractor’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Contractor and such proceeding is not dismissed within ninety (90) days after the filing thereof);

Article II Scope of Work; Contract Documents

2.1 The Contract Documents shall include the documents identified below and are incorporated herein for all purposes. The Contract Documents are in descending order of precedence. Any conflict between or among any of the documents shall be resolved in favor of the document with higher precedence:

- A. This Agreement;
- B. The plans and specifications and general and/or special conditions attached hereto.

2.2 Contractor shall perform the Work (hereinafter defined) as set forth in the Contract Documents.

Article III Project Scope of Work

3.1 General. Contractor shall perform the "Work" required, implied or reasonably inferable from the Contract Documents. The term "Work" shall mean whatever is done by the Contractor or required of the Contractor to perform and complete its duties under this Agreement including but not limited to the furnishing of any requested bonds and insurance, and the provision and furnishing of labor, supervision, goods, services materials, tools, fuel, power, light, heat, cooling, telephone, water, sanitary facilities, transportation, equipment, licenses and permits required by this Agreement necessary unless otherwise specified in the Contract Documents.

3.2 Notice to Proceed. Contractor shall not commence the Work necessary until receipt of a written notice to proceed from the City unless otherwise provided in the Contract Documents. Contractor shall commence the Work required under the Contract Documents within ten (10) calendar days after receipt of the City written notice to proceed. Any Work performed or expenses incurred by Contractor prior to Contractor receipt of the written notice to proceed shall be at the sole risk and cost of the Contractor and shall not be eligible for payment by City under the Contract Documents.

3.3 Change Orders.

(a) City, may from time to time, authorize change orders after the performance of the Work under the Contract has commenced necessary to decrease, increase the quantity of Work to be performed or materials, equipment or supplies to be furnished by the Contractor.

(b) The execution of a change order by the Contractor shall constitute the Contractor's agreement to the ordered changes to the Work under the Contract Documents. Contractor by executing the change order waives and releases any claim against the City for additional time or compensation relating to the Work included in the change order.

(c) Any Work performed, or expenses incurred by Contractor prior to execution of the approved change order shall be at the sole risk and cost of the Contractor and shall not be eligible for payment by City under the Contract Documents.

3.4 Bonds. Contractor shall provide payment bonds and performance bonds for the Project to ensure completion of the Project pursuant to Chapter 2253, Texas Government Code. Contractor shall provide one (1) maintenance bond for the value of completed work for a period of two (2) years following completion of the Project in favor of City for the Project in accordance with City requirements and regulations pertaining to maintenance bonds for public improvements. During the term of this Agreement and any applicable Maintenance Bond period, Contractor agrees to respond to City requests deemed "warranty" within 5-business days for non-emergency issues, and within one (1) hour, for emergencies, which is defined as any instance that poses a hazard to building occupants, visitors, guests, and the public, and any instance if when left un-repaired, will cause damage to any portion of the City building or facility

3.5 Cleaning the Project Site. Contractor shall cause the Project site to be kept reasonably clean during performance of the Project Work. Upon completion of the Project Work, Contractor shall cause the Project site to be cleaned and cause the removal of all waste, rubbish, temporary structures, and other materials together with all of Contractor's property therefrom. Contractor shall cause the disposal of all refuse at a Texas Natural Resource Conservation Commission approved landfill. Contractor shall cause the restoration of all property damaged during the prosecution of the Project Work and shall leave the Project site in a clean and presentable condition. No additional payment shall be made by the City for this work, the compensation having been considered and included in the Project Price.

3.6 Access to Work and Inspections. City and the State of Texas, and their respective representatives, shall have access to the Project Work at all times. The Contractor shall take whatever steps reasonably necessary to provide such access when requested. When reasonably requested by the City, the Contractor shall perform or cause to be performed such testing as may be reasonably necessary or reasonably appropriate to ensure suitability of the jobsite or the compliance of the Project Work with the Contract Documents.

3.7 Suspension or Stoppage of Work.

(a) City shall have the right to immediately suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable considerations considered unfavorable for the proper prosecution of the Work or for failure of the Contractor to carry out the instructions from the City or if City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Contractor shall be suspended until Contractor has taken satisfactory corrective action. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the Project site and the Work from damage, loss or harm. Contractor shall not be compensated for periods of delay caused by suspension of Work by City. If Work is suspended

due to no fault of Contractor, an extension of time shall be granted by City by change order upon written application, which extension shall not be unreasonably denied.

(b) If Contractor persistently fails or refuses to perform the Work in accordance with this Agreement, or if City has sufficient reason to believe that Contractor is not and will not complete the Work by the scheduled date for completion or if the best interests of the public health, safety or welfare so require, City may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

(c) If the Contractor's Work is stopped by the City under Paragraph 3.7, or in the event the Contractor does not timely complete the Punch List items, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the City that the cause of such stoppage will be eliminated or corrected, or as applicable the Punch List Items will be timely completed then the City may, without prejudice to any other rights or remedies the City may have against the Contractor, proceed to carry out the subject Work and/or Punch List items, as applicable. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of completing the Punch List items, and the costs of correcting the subject deficiencies, plus compensation for the any engineer's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the City, the Contractor shall pay the difference to the City.

3.8 Contractor Representations. Contractor represents and covenants that its Work forces can perform the Work for the Project and agrees to work simultaneously with any representatives assigned by or contracted by the City, as a part of the Project to ensure continuity of Project Work.

3.9 Contractor Representative. Contractor agrees to provide a representative on the Project site at all times Work is being performed, for communication with the City, receiving materials and equipment, directing Contractors Work, and to provide daily Project clean-up.

3.10 Compliance with applicable law. Contractor shall and shall cause its employees and sub-contractors to comply with all personnel safety programs applicable for the Project Work and to keep the Project area clean and free from debris on a daily-basis, and to keep noise and obnoxious odors to a minimum. Personnel safety programs include but are not limited to protective eyewear; protective clothing; appropriate footwear; ear protection; hard hat, and reflective vest. Project protection includes warning devices such as barricades, lights, signs, and other such devices as may be appropriate or required by the City to protect persons or property in, near, or adjacent to the Project site. Such property includes landscape, irrigation, walkways, doors/frames, glass, elevators, furniture, and fixtures. The Contractor shall comply with all applicable federal, State, and local laws regarding occupational safety and health, as well as providing protection of the environment. This shall include but is not limited to compliance with the U.S. Department of Labor-Occupational Safety and Health Administration (OSHA), and the U.S. Environmental Protection Agency (EPA) guidelines and regulations.

3.11 Project Work Disturbance. In the event Project work by the Contractor and/or its subcontractors disrupts any City service, causes damage to City property, or causes harm to any person, Contractor agrees, at its sole cost and expense, to immediately contact the City Project Manager, while providing appropriate emergency response, including but not limited to, calling police, fire and/or the appropriate utility company regarding service.

3.12 Walk Through and Punch-List. When Contractor believes the Work is substantially complete, Contractor shall notify City in writing that the Work is substantially complete and request the City inspect the Work. The Contractor agrees to perform a walk-through of the Project with the City, upon completion of the Work, and to establish a punch-list of items required for final City acceptance of the Work. Contractor further agrees to complete all punch-list items within twenty-one (21) business days after issuance of the punch-list, unless otherwise provided in the Contract Documents. Failure to complete Project and/or the punch-list within this timeframe shall result in liquidated damages being assessed against Contractor, in accordance with section 4.4.

3.13 Criminal Backgrounds. From time to time, at its sole discretion, the City may require criminal background checks on Contractor and its employees (and its sub-contractors and its employees) who will be performing after-hours Work, and/or require access to Public Safety or City facilities, technology rooms, or secure areas. Criminal background checks are conducted in accordance with Department of Public safety regulations at no charge to the Contractor. All information obtained as part of the criminal background process is kept strictly confidential. Contractor agrees to submit and cause its employees (and to cause its sub-contractor and its employees) to the criminal background process, if required by the City. All decisions regarding Contractor and its employees (and its sub-contractor and its employees) access to City facilities are final.

3.14 Contractor Conduct. Contractor (and its sub-contractors) representatives, and employees shall conduct themselves in a professional and workmanlike manner at all times when performing the Work and on the Project site, including wearing appropriate clean work attire consistent with the type of work being performed, and hard hat, reflective vest, and protective eyewear when required by the Contract Documents. The use of any tobacco product, including smokeless tobaccos, vapor and E-cigarettes, inside City facilities is prohibited. Smoking is permitted outside of City facilities, in designated smoking areas, if at least 50-feet from any facility door. City shall cause the removal of, and, to require Contractor to remove Contractor's (and its sub-contractor's) employees from the Project site if in violation of the foregoing standards.

3.15 Prevailing Wage Rates. The Contractor shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the Project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the Project. City has adopted a Prevailing Wage Rate Schedule, available to the Contractor by request, which specifies the classes and wage rates to be paid to all persons. The Contractor shall pay not less than the minimum wage rates established thereby for each class, craft or type of labor, workman, or mechanic employed in the execution of this Agreement. The failure of the Contractor to comply with this requirement shall result in the forfeiture to the Owner of a sum of not less than Sixty Dollars (\$60.00) for each person

per day, or portion thereof, that such person is paid less than the prevailing rate. Upon request by City, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the City to ensure compliance with this provision.

Article IV Compensation and Method of Payment

4.1 General.

(a) **Contract Price.** City shall pay, and Contractor shall accept, as full and complete payment for the Work required under the Contract Documents a total amount not to exceed two-hundred twenty thousand, five-hundred one dollars and zero cents (\$220,501.00) (the “Contract Price”) to be paid as set forth herein.

(b) **Payment of the Contract Price.** Unless otherwise provided in the Contract Documents the Contractor shall be paid on a monthly-basis within thirty (30) days after City receipt of the Contractor’s detailed monthly itemized invoice for Work and City verification of the work and Services set forth in the Contractor’s monthly invoice. Contractor shall submit a monthly invoice on or before the 5th calendar day of each month beginning with the first calendar month following the date of the City notice to proceed for the Work provided during the previous ending calendar monthly period, in a form prescribed by the City of Allen, if applicable. The Contractor’s detailed monthly itemized invoice shall, at a minimum include and show the Contract Price, the billing period, Project name, contract number issued by the City, schedule of values for the Work performed, amount of Work complete, percentage of the Work completed, the amount of Work being invoiced, amount of any City approved change orders, amount of Retainage (hereinafter defined) being withheld, and the amount of the Contract Price remaining to be paid.

4.2 **Retainage.** An amount equal to ten percent (10%) of the Contract Price shall be retained by City if the Contract Price is less than Four Hundred Thousand Dollars (\$400,000.00) and five percent (5%) if the Contract Price is Four Hundred Thousand Dollars (\$400,00.00) or more (“Retainage”), and shall be paid over by City to Contractor as the final installment of the Contract Price after the following has occurred to the reasonable satisfaction of City:

(a) Contractor shall have completed all punch-list items, if any.

(b) City shall have conducted a final inspection and has accepted the Work.

(c) City shall have received a completion certificate executed by Contractor and the City’s inspector stating that the Work has been completed in accordance with the Contract Documents, together with such other evidence that no mechanics or materialmen’s liens or other encumbrances have been filed against the Work or the Project.

(d) Contractor shall have delivered and assigned (or caused to be delivered and assigned) all warranties and maintenance bond(s) for the Work to the City.

(e) Submittal of executed Contractor's affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property, might be responsible, have been fully paid or otherwise satisfied;

(f) Contractor shall deliver to City a set of record ("as-built") drawings, professionally prepared by a licensed engineer, in hardcopy, PDF digital and CAD digital formats in accordance with the current standards set forth by City Engineering Department, unless otherwise provided in the Contract Documents or otherwise approved by the Director of the City Engineering Department.

(g) Removed all materials, equipment, tools, and supplies, not required to remain on-site as indicated by the City, including storage containers, lifts, trash receptacles, and dumpsters;

(h) Re-established the Project site to its original condition, including but not limited to furniture, fixtures, equipment, finishes, landscaping, irrigation, and/or any concrete, disturbed by Contractor's work;

(i) Return of keys and/or security cards issued to Contractor for Project access.

4.3 Project Records and Audits. Contractor shall keep, and cause each sub-contractor to keep, a complete and accurate record to document the performance of the Work and to expedite any audit that might be conducted by City. Contractor shall maintain, and cause each contractor to maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement for the Work; and Contractor shall make, and cause each contractor to make such materials available to City for review and inspection during the term of this Agreement and for a period of two (2) years from the date of City acceptance of the Work, or until any pending litigation or claims are resolved, whichever is later.

4.4 Liquidated Damages. Contractor shall pay to City the sum of two-hundred forty dollars and zero cents (\$240.00) per day for each and every day of unexcused delay in achieving completion of the Work beyond the date set forth for completion of the Work including the completion of all Punch-List items identified by the City following substantial completion. Any sums shall be payable hereunder by Contractor, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by City, estimated at or before the time of execution of this Agreement. When City reasonably believes that the Work will be delayed, City shall be entitled, but not required, to withhold from any amounts otherwise due Contractor an amount then reasonably determined by City to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving the completion of the Work, or part thereof, for which City has withheld payment, City shall promptly release to Contractor those funds withheld as liquidated damages. The City shall have the sole discretion to determine whether a delay is excused, or unexcused, and such determination shall be final.

4.5 No Damages for Delay. No claim shall be made by the Contractor to City, and no damages, costs or extra compensation shall be allowed or paid by City to Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Agreement. The Contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions by written change order. Should the Contractor be delayed by an act of City, or should City order a

stoppage of the Work for insufficient cause, an extension of time shall be granted by the City by written authorization upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

Article V Devotion of Time; Personnel; and Equipment

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

5.2 To the extent reasonably necessary for the Contractor to perform the Work under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Contractor may deem proper to aid or assist in the performance of the Work under this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Contractor hereunder and shall not otherwise be reimbursed by the City unless provided differently herein.

5.3 Contractor shall furnish the facilities, equipment and personnel necessary to perform the Work required under this Agreement unless otherwise provided herein, without relying on City resources for water, sewage disposal, cleaning, or any other waste disposal.

Article VI Miscellaneous

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

6.2 Assignment. The Contractor may not assign this Agreement, without the prior written consent of the City.

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

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

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

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

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

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

If intended for City, to:

Eric Ellwanger
City Manager
City of Allen, Texas
3rd Floor, Allen City Hall
305 Century Parkway
Allen, Texas 75013
214.509.4110 - telephone
214.509.4118 - fax

With a copy to:

Peter G. Smith
City Attorney
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201
214.965.9900 – telephone
214.965.0010 – facsimile

If intended for Contractor:

Whirlix Design, Inc.
Attn: Jason Edmundson
1761 International Parkway
Suite 125
Richardson, TX 75081

6.9 Insurance.

(a) Contractor shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and

property damage insuring against all claims, demands or actions relating to the Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage, and minimum aggregate limit of not less than \$2,000,000.00 (this policy shall be primary to any policy or policies carried by or available to City and shall include products/completed operations coverage with a minimum aggregate of \$2,000,000.00 and personal and advertising injury coverage with a minimum occurrence limit of \$1,000,000.00); (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance and shall include bodily injury, occupational illness or disease coverage with Employers Liability limits of \$1,000,000/\$1,000,000/\$1,000,000 covering all of Contractor's employees involved in the provision of services under this Agreement and shall contain an Alternate Employer Endorsement to include the City being named an Alternate Employer under the Workers Compensation policy. A copy of the endorsement shall be provided to the City and attached to the Certificate of insurance signed by person authorized by the insurer to confirm coverage on its behalf; (iv) Policy of Property/Builders Risk Insurance Policy with "all-risk" coverage on the entire Project construction value with replacement cost basis of the Project work and materials in transit and stored off the Project site destined for incorporation; (v) Excess Liability Insurance with a limit of not less than \$2,000,000.00. Such policy shall be in excess of the commercial general liability insurance, automobile insurance and employer's liability insurance. This insurance shall be primary to any policy or policies carried by or available to City and shall be provided on a "following form basis"; and (vi) Professional Liability Insurance (if applicable) with limit of not less than \$2,000,000 for all negligent acts, errors, and omissions by the contractor, its sub-contractors, consultants and employees, that arise out of the performance of this Agreement.

(b) All policies of insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability Insurance; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Contractor shall provide written notice to the City of any material change of or to the insurance required herein.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

(d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of the Work and upon request by the City.

(e) Contractor shall cause its subcontractors performing the Work to obtain and maintain the insurance coverages as required in Section 6.9 (a) – (d) herein, which shall remain in full force and effect during the term of this Agreement.

6.10 Indemnification.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE WORK OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR'S NEGLIGENT PERFORMANCE OF THE WORK UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS, SUBCONTRACTORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

WITHOUT LIMITING THE FOREGOING, AND TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS CITY FROM AND AGAINST ALL DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, INCURRED BY CITY IN CONNECTION WITH ANY ACTION AGAINST CITY FOR PERSONAL INJURY OF ANY EMPLOYEE OF THE CONTRACTOR OR ANY OF CONTRACTORS'S SUB-CONTRACTORS AND CONSULTANTS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, BROUGHT BY SUCH INJURED EMPLOYEE OR THE EMPLOYEE'S WORKERS COMPENSATION INSURANCE CARRIER (HEREINAFTER REFERRED TO AS AN "EMPLOYEE INJURY CLAIM), EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF CITY.

6.11 Debarment and Suspension.

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

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

(b) If during the Agreement period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City.

(c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform the City of any violations of this section by subcontractors to the contract.

(d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

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

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

6.14 Prohibition of Boycott Israel. Contractor verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This section does not apply if the Consultant is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Consultant has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

6.15 Prohibition of Boycott of Energy Companies. By accepting this purchase order, Vendor verifies that is does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

6.16 Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations. By accepting this purchase order, Vendor verifies that is does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime

employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2022.

CITY OF ALLEN, TEXAS

By: _____
Eric Ellwanger, City Manager

ATTEST:


By: _____
Shelley George, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED this 21st day of JANUARY, 2022.

WHIRLIX DESIGN, INC.

By: 
Name: DAVID PAQUETTE
Title: V.P. OF OPERATIONS



Date: January 10, 2022

Project: Bethany Lakes

Location: Allen, Tx

To: Laura Cuellar, City of Allen

SPECIFIED LANDSCAPE STRUCTURES PLAY EQUIPMENT

Item 1, Plans Page LS.6 – PLAYTROUND EQUIPMENT

Series: ***Landscape Structures PlayBooster***
Surface: ***Poured-In-Place***
Installation: ***By Factory Trained and Certified Installers***
Quantity/Sizes: ***See Attached Renders***

Base Bid: \$195,031.00

Payment & Performance Bond: \$3,925

Demo & Replacement of Existing EWF: \$21,545

Base Bid Includes:

- Full Submittal Package
- Warranty As Specified – Best in the Business!
- Certified Installation
- Freight
- ADA Compliant Play Structures
- Poured-In-place Surfacing
- Demolition of current boarder wall
- New Concrete border/retaining wall
- Not to Exceed- Irrigation management
- 1200 sqft of Sod replacement
- Pit excavation, haul off, and grading
- Dumpster (CWD)
- Site Security- Poured-in-Place
- Professional Liability Insurance
- Demo of existing Swing Set
- Payment, and Performance Bonds (If option selected)

Base Bid Excludes:

- Sales Tax
- Construction Management Software Required for Project
- Maintenance Bonds
- Use of Credit Cards as Payment
- Demolition of Existing PLAY Structure
- Geotextile Fabric (Option: Replacing EWF)

Whirlix Design Inc.
1761 International Parkway, Suite 125
Richardson, TX 75081

- Drilling Through Rocky Soil
- Hitting of New or Existing Sprinkler pipes
- Hitting of private electrical, water, sewer, internet, etc. that are not detectible during a commercial line location
- Surveying of Site
- Craning of Equipment
- Logistical Issues that Prevent Truck or Equipment Access to Site
- Special Augers or Drilling Equipment
- Certified Payroll / Progress Billing
- Setting of Control Points or Benchmarks
- Remobilization Charges Due to Weather or Project Delays
- Offsite Storage of Equipment Due to Weather or Project Related Delays
- On Site Security – Other than PIP
- Permitting and Inspections
- Wet Stamped Engineering Drawings
- Latrine on Site
- Soil Testing
- Geotechnical Report

Terms: Net 30 for Existing Customers. All new customers are subject to a credit check and Possible deposit.

Payment terms will be based, in part, on credit review that is pulled from The Experian Business Division.

Pursuant to Tex. Prop. Code § 53.159, Whirlix will need any and all Bond information at the time of Signed Proposal, Contract, and / or Deposit.

All taxes now or hereafter levied by federal, state or local authority upon the sale of any of the forgoing products to be paid for by the purchaser. All quotations are subject to the conditions printed on the following pages if any and when accepted are subject to the approval of an officer of this company.

Prepared by Brady Dillow · Whirlix Design Inc · bdillow@whirlix.com · 214-714-6306

Acceptance of Approval: The above prices, specifications, and conditions are satisfactory and accepted. You are hereby authorized to provide all items described above. Any balances not paid within thirty (30) days of the date of the invoice shall accrue interest at the rate of 18% per annum. Any action to construe, declare or enforce this contract shall only be brought in a court of competent jurisdiction with venue lying solely and exclusively in Dallas County, Texas. The prevailing party in any action brought to construe, declare or enforce this contract shall be entitled to recover its actual attorney's fees, attorney's travel time charges and expenses, paralegal fees, computer access and utilization charges, expert witness fees and expenses, costs, expenses and expenses of investigation, discovery, and litigation. The parties to this contract expressly waive the right to trial by jury of any cause of action or defense pertaining to this contract. The above prices, specifications, and conditions are satisfactory and accepted. You are hereby authorized to provide all items described above.



Date: _____ **Signature:** _____

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE:	February 8, 2022
AGENDA CAPTION:	Authorize the City Manager to Execute a Five-Year License Agreement with Allen Hockey Team, LLC, dba Allen Americans Hockey Club, to Base a Professional East Coast Hockey League Hockey Team at Credit Union of Texas Event Center.
STAFF RESOURCE:	Tim Dentler, Assistant City Manager Kate Meacham, Parks and Recreation Director and Bill Herman, General Manager
STRATEGIC PLANNING GOAL:	Vibrant Community with Lively Destinations and Successful Commercial Centers.

BACKGROUND

The Allen Americans, a member of the East Coast Hockey League, are currently in their 13th season of play at the Credit Union of Texas Event Center ("Event Center"). The Team and City are in the final year of the current 5-year license agreement. In July 2021, the City of Allen and Event Center management began discussions with the team's leadership team and team owner Mr. Jack Gulati. On December 27, 2021, Mr. Gulati notified the City that the proposed terms were agreed to for a new five-year agreement. This new term will total a minimum of 180 home games through April 2027 based on a 36-game home regular-season schedule at the Event Center.

BUDGETARY IMPACT

The Event Center will budget accordingly on an annual basis to account for the Allen Americans to play home pre-season, regular season, and playoff games at the facility. The execution of this agreement provides a long-term commitment by both the City and the Team to the continued success of professional hockey at the Event Center, which provides a consistent 36 home game regular season, strong attendance, and various sources of revenue to the facility and the local community.

STAFF RECOMMENDATION

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

MOTION

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

ATTACHMENT

[Arena License Agreement](#)

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

ARENA LICENSE

This Arena License (the “License”) is made by and between City of Allen, Texas (the “City”) and Allen Hockey Team, LLC, a Texas limited liability company, doing business as Allen American Hockey Club (the “Team”) (each a “Party” or collectively the “Parties”), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, City is the owner of a multi-purpose sports and entertainment facility in City of Allen, Texas at 200 E. Stacy Road, Allen, Texas 75002 known as the Credit Union of Texas Event Center (the “Facility”); and

WHEREAS, Team desires to use the Facility for indoor ice hockey games for the ECHL or other professional hockey league (the “League”);

WHEREAS, the Parties desire to enter this Arena License as set forth herein; and

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

Article I
Definitions

In this License, the following words and phrases have the following meanings:

“Applicable Game Hours” means from two (2) hour before the start of each of Team’s exhibition, regular Hockey Season and play-off games to two (2) hour after the conclusion thereof, regardless as to when City decides to open or close the Facility to the public. Public Team activities in the building conducted outside one (1) hour prior to game start or one (1) hour after game end will have limit of two (2) City staff members at no charge.

“Applicable Usage Hours” means from two (2) hours before the start of each of Team’s exhibition, regular Hockey Season and play-off games to two (2) hours after the conclusion thereof, regardless as to when City decides to open or close the Facility to the public.

“Base Level of Service” means the services, personnel, and use of equipment set forth in **Exhibit “B”**.

“Business Day” means any day which is not a Saturday, Sunday or holiday recognized by City for which the main offices of City of Allen are closed.

“Complimentary Ticket” means a ticket that is not sold, nor including in sponsorship package or traded in kind for any value whatsoever, but distributed as a free ticket for the purpose of promoting games or events.

“Concession Revenue” means gross revenue generated from Concessions during the specified food and beverage period, less City’s costs, expenses, applicable sales and use taxes, and gratuities, if any.

“Concessions” means the sale of food and beverages (including alcoholic beverages) in the Facility by City, or person or entity contracted by City. Concessions do not include the sales of event merchandise.

“Effective Date” shall mean the last date of execution hereof.

“Event of Default” has the meaning given to it in Section 5.1.

“Excluded Areas” means the following areas of the Facility: (i) all “sit-down” restaurant or bar areas within the Facility where food and/or beverages are prepared and/or served for consumption within such premises, (ii) Concessions areas; (iii) any office/retail areas used by City or designated by City from time to time for licensing to third parties; (iv) Facility common areas and meeting rooms; (v) the community ice rink facility; and (vi) all other areas within the Facility including, but not limited to, areas designated by City and used for storage, security, maintenance or other operational purposes.

“Facility” shall mean the Credit Union of Texas Event Center located at 200 E. Stacy Road, Allen, Texas 75002, not including the Excluded Areas.

“Force Majeure” shall mean an occurrence of any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes affecting the area in which the Facility is located that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, in which case the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the last day of the month of the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have reasonably

known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

“Game Drop Count” shall mean the number of attendees entering the building and verified by either electronically scanned or stubbed tickets as confirmed by City.

“Hockey Season” means “League” pre-season, regular season and playoffs that generally occur October through April, with playoffs generally occurring in the months of April through early June (“Hockey Season”).

“League” means the “ECHL”, or such other league as may be nominated by the Team.

“License Fee” means the fees set forth in **Exhibit “A”**.

“Office/Retail Areas” means the areas within the Facility that City has leased or licensed to Team for office or retail purposes pursuant to a written agreement between the Parties.

“Origination Fee” means an upfront fee charged by City, to a broadcast provider and/or internet provider for live recording, broadcast, webcast or similar distribution of building activity which uses City staff, equipment and resources.

“Premium Seats” means suites and club/loge seating within the Facility.

“Term” shall have the meaning assigned in Section 2.1

“Ticketer” means the ticketing services company contracted by City to sell tickets for seats at the Facility.

Article II Grant of License

2.1 Grant; Term.

(a) Upon the terms and conditions set forth in this License, and subject to Team’s continued satisfaction and compliance with the terms and conditions set forth herein, City hereby grants to Team, and Team hereby takes and accepts from City, an exclusive license to use the Facility (except for the Excluded Areas) during Applicable Usage Hours during the Hockey Season during the Term of this License for the purposes of: (i) playing Team’s League exhibition, season home and play-off games (approximately seventy-two (72) and which shall be no less than thirty-six (36) regular Hockey Season home games each season as determined by League), and when applicable League All-Star Game; (ii) practices, as provided for in Section 2.4 hereof; and during training camp, as provided for in Section 2.5 hereof; (iii) use of Back-of-House designated rooms as Team’s dressing room, visiting team’s dressing room, a game official’s room, a hospitality room for scouts and members of the media, a Team office, all on the day of event only; office space, as provided in Section 2.1 (b); Facility retail store, as provide in Section 3.1 (d); and (iv) any other use specifically permitted under this License (collectively the “Permitted Use”). The Permitted

Use for exhibition, games and play-off games shall be limited to Applicable Game Hours. The public is not admitted to the Facility until the Applicable Game Hours. Admission of the public to the Facility prior to or after the Applicable Game Hours or for practices is not covered by the Base Level of Service. If Team desires to admit the public prior to and after the Applicable Game Hours Team shall pay such charges and fees for additional Facility personnel and costs, as determined by City.

(b) **Office Space.** Team's rights under this License include the exclusive right to use approximately 1,305 square feet of office space (which includes (five) (5) offices, Two (2) cubicles, One (1) reception desk, and One (1) workroom). City agrees to continue to provide "additional office space" (located between Team Office and Facility Administration Office on the Premium Level) if available within the Facility for use by Team to accommodate up to six (6) additional personnel. The rights of Team shall not extend to any Excluded Area. Team, at its sole cost and expense, shall be allowed to add improvements to Team's dressing room, upon reasonable approval of City, and any such improvements which are affixed to the building shall at once become part of the realty and be surrendered to City at the end of the Term (as defined below); any such improvements shall be accomplished in a good and workmanlike manner and in compliance with all applicable laws, and Team shall not permit any mechanic's, materialmen's or other liens to be filed against the Facility or the real property, nor against Team's interest under this License. City may ask Team to temporarily vacate Team's dressing room and/or training room upon City giving fair and reasonable notification, and City shall repair any damage caused to Team's dressing room during such time. This request will not interfere with normal League scheduled home hockey games (including play-off and exhibition games), or scheduled practice, try out, or training camp sessions. Space may be used for added production or VIP spaces during the offseason for concerts or other spectacle show booked by City for the Facility. As an office tenant and Facility tenant, Team has obligations to ensure and assist in keeping the Facility secure by following security policies and procedures and not conducting action that compromise the security of the Facility. Failure to adhere to the Facility security policies and procedures will result Team paying additional staffing costs to City.

(c) **Facility Access.** Team recognizes and agrees that City may limit Team access to the Facility during events booked by City and agrees comply with such limitations and to communicate such limitations to Team employees and personnel, provided notice thereof is provided by City to Team. As an office user and Facility user, Team has obligations to ensure and assist in keeping the Facility secure by following security policies and procedures and not conducting action that compromises the security of the Facility. Failure to adhere to the Facility security policies and procedures will result Team paying additional staffing costs to City.

(d) **Free Ice Time.** In addition and where possible pending previously scheduled events, Team may use the arena ice surface at no extra charge for recreational skating after each regular Hockey Season game played by Team in the Facility, if such usage is conducted in conjunction with local community groups and/or Facility sponsors. Spectators may be admitted not earlier than one (1) hour prior to game time. Any open and or free skating event must be previously approved by City and fall within Applicable Game Hours. Skate rental services provided by Allen Community Ice Rink must be approved seven (7) days in advance, if available.

(e) **Term.** The initial term of this License shall commence on the last date of execution hereof (the “Effective Date”) and terminate after the last Team playoff game of the fifth (5th) Hockey Season (2026-2027 Hockey Season) (“Initial Term”), unless sooner terminated as provided herein, and shall be for all of Team’s League home games. Team shall, during each Hockey Season during the Term, play all Team League regular season home games at the Facility. If requested by the Team, City may approve up to two (2) regular Season games which may be played outside the Facility for promotional purposes per Hockey Season.

2.2 **Option to Renew.** At the expiration of the Initial Term, Team and City have the right to mutually agree to extend the term of this License for: (i) additional terms of one (1) year each for a maximum of three (3) consecutive years, or (ii) one additional term of five (5) years, (each a “Renewal Term”). Team shall notify City in writing of its desire to extend the term of the License not less than ninety (90) days prior to the expiration of the then current Term. “Term” shall include the Initial Term and any Renewal Terms. With the exception of termination under Section 5.1, if City intends to not renew, or renegotiate renewal terms, a two (2) year notice shall be provided.

2.3 **Scheduling.** Not later than June 1 of each calendar year, City and Team shall negotiate the scheduling of Team’s hockey games for the then ensuing Hockey Season. Approximately thirty-six (36) home games (as determined by League annually) shall be scheduled between October 1 and April 30 during each Hockey Season during the Term of this License. City will use all commercially reasonable efforts each year to accommodate Team in scheduling its games at the Facility. City will offer the Team sixty (60) open dates between October 15 and April 15 of each Hockey Season, of which shall include between twenty-six (26) – thirty (30) Friday and Saturday dates each year for use by Team for Team’s entire regular Hockey Season games for the then ensuing Team Hockey Season. From which Team/League shall select thirty-six (36) home games to be played at the Facility. It is expected that ECHL shall accept a maximum of twenty-four (24) of the confirmed Friday/Saturday regular season dates. Team and City agree to work in good faith to revisit any previously offered dates to third party events leading up to ECHL confirming dates. If the dates have not been confirmed by June 1 of each year, City shall provide Team with a fourteen (14) day written notice to confirm dates, if dates are not confirmed by Team and League at expiration of fourteen (14) days, City has no obligation to hold such dates and may release such dates for other events and use by others. City shall hold up to and no more than sixty (60) dates total, weekday and Friday and Saturday dates combined, prior to June 1 of each year for Team use for Team’s regular Hockey Season games for the ensuing Team Hockey Season. City may give preference to Team over other users on those occasions in which there is a conflict or potential conflict with another user, however City and Team each recognize the obligation to be reasonable and flexible with respect to the scheduling priorities of the other. Without limiting the generality of the foregoing, City and Team shall co-operate with each other in good faith with respect to the scheduling of Team’s regular League season and playoff home games. For the purposes of establishing game dates for Team, the months during a League season will occur October through April, with playoffs generally occurring in the months of April through early June (“Hockey Season”). Team playoff scheduling will follow standards established in **Exhibit “F”**. It is acknowledged that City will be taking all reasonable measures to maximize the use and profitability of the Facility and that there will be other events held at the Facility that may,

from time to time, conflict with dates requested by Team. Once a schedule has been agreed to by the Parties with confirmation by the League, City may not alter the schedule except by written agreement of Team.

2.4 **Practices.** Team may schedule use of the Facility for its team practices and for visiting teams, but such use is subject to availability and only during normal operating hours. Any practice that is open to the public will not be covered by the Base Level of Service and will require Team to pay such rates and charges established by City for additional personnel and other costs for such usage. City understands that practice time on game or exhibition days may be required by the League and shall accommodate requests for such practices on days which Team is scheduled to play a game at the Facility. The use of the Facility on days on which Team is not scheduled to play a game at the Facility is subject to availability and not subject to the Base Level of Service and will require Team to pay such rates and charges established by City for personnel and other costs (including additional conversion and staffing) incurred for such usage. Team Practice time is for the sole purpose of Team's and visiting team players and coaches, and may not be sublet to other third-party users without prior approval from Facility's management.

2.5 **Training Camp & League Exhibition Games.** City understands that having the Facility available for preseason training and exhibition games is important in the operation of Team's business and, provided Team provides sixty day advance notice and there is no conflict with any other event on the Facility schedule, Team will have first right and priority scheduling for use of the Facility for holding Team's training camp(s) for players prior to the start of each League Hockey Season in conjunction of League training camp schedule. Team use of the Facility for League Exhibition games would not use Arena License Fees (**Exhibit "A"**) structure but would be negotiated on a case by case basis with Building fees being determined by actual event expenses, no rent would be charged. City may use the community ice rink to fulfill the purposes of this Section. Team will engage in good faith discussions with City regarding sponsorship activities related to practice. Practices and Training Camp may be open to the public for Facility community relations purposes but such usage is not covered by the Base Level of Service and will require Team to pay such rates and charges established by City for personnel and other costs (including additional conversion and staffing) incurred for such usage.

2.6 **Food and Beverage.** Team shall exclusively use the food and beverage concession and catering services offered by City. Team shall not bring or cause to be brought into the Facility any food and beverages unless granted approval according to **Exhibit "E"**. Team shall pay such costs, charges and rates (including deposits) as established by City, from time to time for such food and beverage services, which is subject to the terms and conditions set forth in **Exhibit "E"**. Team shall pay the costs and charges for food and beverage services for each event to City at the settlement following the applicable event. Team shall not offer, sell, or provide any sponsor, patron or other person any food and beverage package, coupon or voucher for any exhibition game or playoff game without the prior written approval of City.

2.7 **City Exclusive Rights.** City shall have, and retain the exclusive right to use and operate the Facility, except for the Permitted Use and other rights expressly granted herein to Team. City's exclusive rights shall include but is not be limited to:

- (a) to grant leases, licenses and sell tickets to use Premium Seats (including “party suites” to be leased on an event-by-event basis) within the Facility that have not been designated by City for use and sale by Team;
- (b) to provide for, operate (or contract with others to provide or operate) all restaurants, food and beverage services and Concessions within the Facility;
- (c) to sell permanent and non-permanent advertising rights to third parties for all areas within or on the exterior of the Facility that are part of the building inventory and not granted to Team herein, including the advertising on the center ice for the Facility naming rights sponsor (to replace such sponsorship branding and wording), the scoreboards advertising panels, the LED ribbon board when allowable under 2.7E, including back-lit non-back-lit signs, outdoor plaza space and other promotional and advertising platforms, all at the sole discretion of City or City’s agent. Team may be granted the right to sell certain advertising or sponsorship rights on commission basis mutually agreed to between Team and City;
- (d) to sell the naming rights to the entire Facility and to seek capital sponsorships of specific components of, or items forming a permanent part of the Facility, such as, but not limited to, two side advertising panels per scoreboard, volm and concourse signage, Concessions and pouring rights in respect of alcoholic and non-alcoholic beverages (all revenue of which shall belong to City). The Party obtaining such naming rights shall be entitled to significant and prominent interior signage locations, established in the reasonable discretion of City. Each capital sponsor of a specific component of or item forming a part of the Facility shall be entitled to a significant interior sign and, where practicable, such sign shall be located on or near the component or item so sponsored, the elements of which shall be established in the reasonable discretion of City. All of the revenues from the sale of such naming rights and all of the proceeds of such capital sponsorships and all costs associated with obtaining same, shall be for the account of City exclusively with any marketing company being compensated by City. It is understood that where City sells market category dominance sponsorship contracts, Team shall be informed to the extent that Team’s exclusive rights are impacted;
- (e) to utilize four (4) interior bowl LED video displays (North/South/East/West) and/or the LED ribbon board during Team’s Usage time, for the sole purpose of fulfilling City’s obligations to promote special events and activities at the building and other City-related events. The amount of time and length of usage shall be during the game or exhibition and will be mutually agreed upon by both Parties and shall not exceed a total of 10 minutes during each game;
- (f) to utilize two (2) interior bowl LED video displays (Southeast/Northeast) during Team’s Usage time, for the sole purpose of fulfilling City’s obligations to promote special events and activities at the building and other City-related events. City is willing to work with the team for use of boards during the game or exhibition and

will be mutually agreed upon by both Parties and shall not exceed a total of 10 minutes during each game:

- (g) in City's sole discretion, make available to Team the right to sell non-Team inventory on terms to be agreed to by the Parties;
- (h) to sell and retain all Facility parking if applicable;
- (i) to lease common area and meeting space;
- (j) upon request to receive up to forty (40) complimentary tickets per game from Team to be pulled from one of the top three tier price levels per availability;
- (k) to charge any broadcast/Internet provider, an "**Origination Fee**" for either broadcast or webcast of event, established by City from time to time based on added City personnel time, resources or expense;
- (l) to place City name and logo or Naming Rights Sponsor name and logo as part of the center ice, exterior center circle in-ice design;
- (m) to exclusively provide all food and beverage services for the Facility;
- (n) to use City designated suites, including tickets;
- (o) at City's request, Team may be granted the right to sell certain advertising or sponsorship rights on commission mutually agreed upon between Team and City; and
- (p) all other rights related to the Facility and any rights not expressly granted to Team.
- (q) City and the Team understand that Team performance is directly tied to attendance levels with Arena License Agreement structure. Both Team and City need strong hockey attendance to have successful business seasons. Both City and Team agree to incorporate the City and Team Marketing plan as set forth in Exhibit "G".

2.8 **City's Exclusive Obligations.** City shall in connection with the Permitted Use have the right:

- (a) to comply with the terms of this Agreement;
- (b) to provide an appropriate, safe, well maintained and clean Facility for the intended use;

- (c) to provide adequate, safe, well maintained and clean parking access for the Facility's intended use; and
- (d) to pay revenue to Team pursuant to **Exhibit "C"** at Settlement following the applicable event.

2.9 **Team's Exclusive Rights.** Team shall, in connection with the Permitted Use, have the right:

- (a) to receive the revenue for all non-Premium Seats through Ticketer and to receive the revenue for all Premium Seats as described in **Exhibits "C" and "D"**. Team may release unsold seats prior to a game for City to sell on behalf of Team;
- (b) to sell game programs/magazine(s) for Team's games in the Facility during Applicable Game Hours, to sell advertising space therein, to set up a reasonable number of portable kiosks in the Facility, the number and locations to be determined by Team, to sell Team, League and other merchandise and shall receive all revenue from this exclusive right;
- (c) to enter into agreements with third parties concerning the broadcasting on radio, television, satellite, broadband or other media, of Team's games played at the Facility; provided such company pays to City the applicable origination fee (based on Section 2.7(k)). Team shall be responsible for the costs associated with the set-up and/or transmission of such broadcasts and shall receive all revenue from this exclusive right;
- (d) to sell Team and/or League or League member team or other branded merchandise at Facility retail store and other locations in the Facility designated by City;
- (e) to sell advertising rights for the LED ribbon board, the playing surface and the dasher boards/side boards and other non-permanent advertising and marketing or distribution of products in the concourse areas, as more particularly described in Section 3.3(a) and shall receive all revenue from this exclusive right;
- (f) to place one (1) Team logo of choice as the exclusive mark inside the center ice circle;
- (g) the personal use of the suite (included in the suites designated for use and sale by Team) known as the "Owner's Suite" (twelve seat) during League events including tickets (however, Team shall pay for any food and beverages served in the suite); and the right of first refusal (exercisable only up to fifteen (15) days after public on-sale date to any particular event) to use such suite or other suite tickets for all non-hockey events ticketed by Ticketer at the standard suite single-event prices; and
- (h) to use and sell Premium Seats designated by City set forth in **Exhibit "D"**.

2.10 **Team's Obligations.** Team shall have the following obligations:

- (a) Team agrees that the name "Credit Union of Texas Event Center", or mutually agreed upon abbreviation, shall accompany the Team name and will be included in all Team references to the Facility, and shall be displayed in the center circle ice of the playing surface;
- (b) Team shall be responsible for all expenses and costs for use of the Facility for the Permitted Use in excess of the Base Level of Service and the following additional expenses: (i) collection of state and local sales taxes for taxable sales by Team; (ii) credit card charges or surcharges for Facility Box Office and Ticketer sales; (iii) fees charged by City as established, from time to time, for added services, equipment usage, set up, spot light operators, change-over from one type of event to another, housekeeping clean up personnel, stage hand labor, conversions, guest services, audio visual system and operation of said equipment, food and beverage in excess of the Base Level of Service (City shall provide list of current fees upon Team's written request with advance notice; (iv) catering upon request at rates established by City from time to time; (v) food and beverage service, including food and beverage packages, coupons and vouchers which may be offered at negotiated rate; and (vi) any other service, personnel, or equipment not included in the Base Level of Service;
- (c) Payment of the License Fee;
- (d) Team shall exclusively utilize Ticketer in the sale of all tickets to Team's games played at the Facility;
- (e) Exclusively use the food and beverage services offered by City in accordance with the terms and conditions set forth in **Exhibit "E"**; and pay for the cost for such food and beverages for each event to City at the settlement following the applicable event;
- (f) Team shall pay the cost to design, print, ship and install ice logos with exception of Credit Union of Texas logos; and
- (g) Team shall pay fifty percent (50%) of the labor required for the ice build at the start of each season.

Article III
Financial Terms

3.1 **License Fee.**

- (a) In consideration of the License granted to Team to use the Facility for the Permitted Use during Applicable Game Hours during the Term, Team shall pay to City the

License Fee for each regular Hockey League season and play-off game played by Team in the Facility during the Hockey Season during the Term of this License as set forth in **Exhibit “A”** (the “License Fee”). The License Fee for each game or play-off game, as the case may be, shall be paid to City at the Settlement following the applicable event. Failure of Team to pay, or timely pay, the License Fee to City for any game or play-off game and/or any costs and charges for food and beverages or other services provided by City shall entitle City to suspend Team’s Permitted Use of the Facility and/or to draw on the Letter of Credit as provided in **Section 3.11**.

- (b) In consideration of the payment of the License Fee Team shall be entitled to the following: (i) the Permitted Use of the Facility not including the Excluded Areas; (ii) utilities (electrical and HVAC); and (iii) Base Level of Service.
- (c) Any service, personnel or use of equipment provided by City for any exhibition, game or play-off game which is not included in the Base Level of Service shall be charged at the then rates or fees established by City, and paid by Team to City at the Settlement following each such event.
- (d) Facility retail store containing approximately 767 square feet of space is exclusively available for Team use for retail sales without charge on a year-round basis. Team reserves the right to terminate Team’s use of the Facility retail store space at any time with one-hundred twenty (120) day prior written notice. Team shall be responsible for the supply and cost of appropriate staff and may contract with City for the provision thereof. Team shall set the hours of operation of the Facility retail store when only the outside entrance is used. City and the Team shall mutually agree to set hours of operations of the Facility retail store when the inside entrance is open to the public (usually during the game days).
- (e) Office Space, including common area maintenance and utilities; Team will be responsible for all other costs of occupancy and use such as communications including voice and data equipment and transmission lines/cabling, furniture and office equipment. Team’s office space includes telephone lines, internet connectivity, and cable TV service provided by City’s exclusive telecommunications provider. General IT services are responsibility of Team, with exception of connectivity issues.

3.2 Revenue Sharing with Team.

- (a) **Concession Revenue.** City shall pay to Team at Settlement a percentage of the Concession Revenue set forth in **Exhibit “C”**;
- (b) **Tickets.** Team shall be entitled to receive one hundred percent (100%) of the sale of all non-Premium Seats as described in **Exhibit “D”**;

- (c) **Hockey Season Ticket Printing.** Team shall pay the costs of printing all Hockey Season ticket books; and the printer ticket stock (individual game tickets, group sales tickets, promotional tickets) used in the offices of Team;
- (d) Team shall have the right to annually audit the applicable Concessions records; and
- (e) Team shall retain 100% of the revenue from sales of Team merchandise.

3.3 **Team Inventory.**

- (a) Provided Team pays for all associated costs and expenses, Team shall have the exclusive right to sell and retain 100% of the revenues from the following inventory items: all dasher boards, all penalty boxes, all player benches, up to twenty (20) pairs of on-playing surface logos/in-Ice arena logos, two (2) glass suites and other locations as mutually agreed to ("Team Inventory"). The terms of all such sales shall be subject to the prior approval of City if a potential sponsorship conflict exists or an Arena License Agreement conflict is present.
- (b) Except for Team Inventory, City shall have the exclusive right to sell and retain all permanent advertising and signage.
- (c) City and Team recognize the Facility and Team are in the same selling environment and, as such, certain accommodations have to be made in case of cross-promotional sales. The terms of any cross-promotional sale and revenue distribution thereof will be negotiated between City and Team on a facts and circumstances, case-by-case, good faith basis.

3.4 **Inclusions and Exclusions from the License Fee.** In consideration of payment of the License Fee Team shall not be responsible for paying the following:

- (a) property taxes, if any, assessed against the Facility, except for any property taxes assessed Team's leasehold interest and personal property in the Facility, if any;
- (b) the costs of Base Level of Service;
- (c) the costs of operating, maintaining and repairing the Facility in the ordinary course (but not repairs or maintenance required by reason of the negligence of, or misconduct by, Team or any person for whom, in law or otherwise, Team is responsible, or any invitee of Team, including spectators and visiting teams);

In addition to the payment of the License Fee, Team shall be responsible for:

- (d) the costs of any personnel, service and equipment in excess of the Base Level of Service during Applicable Usage Hours;

- (e) the costs of food and beverage, referees, linesmen, office officials, and forms of music & entertainment, to include ASCAP, BMI, SESAC, SAG, AFTRA and other applicable licensing fees and reader board/scoreboard operators;
- (f) its cost of Team's insurance required herein;
- (g) the costs of repairs and maintenance required by reason of the negligence of or deliberate misconduct by Team, or any person for whom, in law or otherwise, Team is responsible, or any invitee of Team, including spectators and visiting hockey teams; however, Team shall not be responsible for the costs of repair and maintenance occasioned solely by reason of ordinary wear and tear;
- (h) the cost of any additional electrical wiring or cable accessories related to computer, phone and other means of electronic communication for Team or associated with Team's games in excess of the normal and customary requirements for the Permitted Use;
- (i) the cost of all set up furnishings and equipment, beyond normal and customary locker room furnishings and equipment; and
- (j) any video or studio costs, including labor, that are beyond the Base Level of Service.

3.5 **Payment of Ice Time for Practices and Training Camp.** City shall provide Team with free ice time during the then current "**Hockey Season**" for a period of ninety (90) minutes, per day Monday through Friday. Upon reasonable prior written notice to City, Team shall have the right to schedule an additional 25 hours of free ice time (subject to Facility schedule) for Teams during each League Season (the "Free Ice Hours") without rollover. After Team has used its Free Ice Hours for the then-current Hockey Season, and upon reasonable prior written notice to City, Team shall have the right to schedule additional ice time (subject to Facility schedule) at the rate of \$100 per hour, adjusted annually for CPI, for the use of the ice surface for practices or training camp pursuant to Section 2.4 and Section 2.5 (the "Practice Hours"), except for practice time on days on which Team is scheduled to play a game at the Facility, for which there shall be no charge for Team or visiting "League" team. City may use the adjacent ice facility to fulfill the purposes of this Section 3.5. The grant of ice time (whether paid or not) to Team is non-transferrable, personal to Team, and Team may not sublet or otherwise allow any third party to use such ice time. Team may cancel any scheduled Free Ice Hours or Practice Hours at any time prior to 7 days before the scheduled time without charge or loss of free ice time; however, if due to short notice Team shall be reasonable for any additional Facility costs due to staff scheduling, Facility opening and/or cancellation of any Facility programming.

3.6 **Retail Store Operations.** City retains the sole right to provide space for the operation of a retail store in accordance with Section 3.1 (d).

3.7 **Youth Hockey.** Team may be awarded the right to operate a youth, recreational, or amateur hockey program in the Facility under a separate contract, and under terms and conditions, at City's discretion.

3.8 **Revenue Not Subject to Sharing.** City shall be under no obligation to share, nor shall Team have any entitlement to receive any share of:

- (a) Any revenues arising from or pertaining to events held at the Facility outside Applicable Usage Hours or not directly related to Team;
- (b) Any revenues from the sale of naming rights, vendor agreements or any proceeds of capital sponsorships made or obtained by City, except for logos on the arena ice, unless City agrees otherwise in writing in advance that a sponsorship has been sold by Team; and
- (c) Any other Facility revenues not referenced herein.

Team shall be under no obligation to share, nor shall City have any entitlement to receive any share of:

- (d) Revenues arising from the sale of game night programs/magazines and sponsorship promotional items for Team's games in the Facility during Applicable Usage Hours or from the sale of advertising space therein;
- (e) Revenues from the sale of Team Inventory;
- (f) Revenues from sales of Team Merchandise;
- (g) Revenues from sales of Tickets with exception of Tickets for Premium Level; and
- (h) Revenues arising from or pertaining to the broadcasting on radio, television or Internet of Team's games played at the Facility; provided City is paid the applicable "**Origination Fee**" for such broadcast per Section 2.7(k).

3.9 **Payment.** The License Fee and an amount which is owed by City to Team hereunder, or by Team to City hereunder, in respect to any particular exhibition or game played at the Facility, shall be due and payable not later than the tenth (10th) business day after the date City delivers an itemized statement for the amount(s) claimed to be owed by City and/or Team for the respective exhibition or game (the "Settlement"). Any amounts due and payable under this License which are not paid Thirty (30) days at completion of League Season shall bear interest at the rate of one and one-half percent (1½%) per month, or the highest legal rate, whichever is lower, until fully paid. City shall provide Team with an appropriate supporting documentation for all charges in a form reasonably acceptable to the Parties. Any Team dispute of the Settlement must be made in writing and delivered to City within ten (10) business days after receipt of each Settlement. The Settlement shall be deemed final if Team fails to timely dispute the Settlement. City shall have the right to suspend Team's Permitted Use without termination of this Agreement and/or draw on the

Letter of Credit (hereinafter defined) as set forth in Section 3.11 in the event any amount due to City is not timely paid.

3.10 **Audit Rights.** Either Party shall have the right to audit any of the records of the other Party in respect to any revenues, expenses, fees or payments hereunder. Each Party shall make available to the other Party or its representative such information as such Party may reasonably require for the purposes thereof. The cost of the audit shall be borne by the Party requesting the audit, unless the audit discloses that the amount in question owed to a Party was understated by more than five percent (5%), in which event, the other Party shall pay the reasonable cost of the audit.

3.11 **Letter of Credit; Suspension of Permitted Use.** If Team elects to obtain its own Ticketmaster Archtics license and sell tickets through its license, Team, during the Term (including any Renewal Term), shall provide an irrevocable letter of credit or deposit in favor of City in a form reasonably acceptable to City with a financial institution approved by City in the amount of Twenty-Five Thousand No/100 Dollars (\$25,000.00) capable of being drawn by City in the event Team fails to pay or timely pay the License Fee or other costs due City, or in the event of an uncured Event of Default by Team (without terminating this License), or in the event of termination of this License Agreement by City based on an uncured Event of Default or breach of this License Agreement by Team (the “Letter of Credit”). Team shall have a continuing duty during the Term to maintain such amount of the Letter of Credit in the event City draws on the Letter of Credit for any reason other than for termination of this License for an uncured Event of Default. Team shall provide the Letter of Credit within ninety (90) calendar days following the Effective Date, and prior to the commencement of any use of Facility to include team locker room, office space and ice on an annual basis during the Agreement Term.

3.12 **No Other Rights Granted.** Team shall have no other rights relative to its use of the Facility other than those rights expressly granted under this License.

Article IV

Certain Operational Matters

4.1 **Suite and Seat Licensing.** No person may occupy or use (whether sitting or standing) any Premium Seat during Applicable Game Hours unless such person holds a valid ticket for such seat for the exhibition or game issued by City or Team in accordance with this License. In addition the holder of a suite is will be given the opportunity to purchase a number of tickets for play-off home games equal to the number of fixed seats in such private suite.

4.2 **Ticket Prices.** Team may establish and revise ticket prices (not including any parking, ticket fee or ticket fee charged by City) from time to time at the Team’s exclusive discretion for admissions to Team’s games played at the Facility. However, ticket prices shall be reasonable and competitive having regard to prices for similar tickets in other League arenas and within the DFW Metroplex.

4.3 **Complimentary City Tickets.** City shall be entitled to up to forty (40) complimentary tickets to each exhibition, regular Hockey Season and play-off game played by

Team in the Facility. Complimentary tickets redeemed by City at gate and on Facility Box Office reports shall be counted for attendance purposes and Game Drop Counts described in **Exhibit “C”**.

4.4 **Complimentary Team Tickets**. Team shall be entitled to up to 1000 complimentary tickets to each exhibition, regular Hockey Season and play-off game played by Team in the Facility. Complimentary tickets redeemed at gate and on Facility Box Office reports, up to (1,000) One Thousand, shall be counted for attendance purposes and “Revenue Share” drop count. Complimentary tickets above 1,000 will not count toward and Game Drop Counts as described in **Exhibit “C”**.

- (a) Any Friday or Saturday game that exceeds 1,000 standard comps issued by Team, Team will be assessed a \$1.00 fee to each ticket above 1,000, payable to City at settlement.
- (b) Comps in excess of 1,000 will be mutually agreed upon by Team and City for games held on Sunday through Thursday.
- (c) Comps excluded from 1,000 limit include Military Comps, Home & Visiting team Player Comps, Season Ticketholder Exchange Comps and Group Sales Comps (example: buy 15 tickets get 5 comp).
- (d) Tickets included within paid sponsorship or trade agreement will be excluded from Complimentary Team Ticket allotment if mutually agreed upon by City and Team, not to be unreasonably denied.

4.5 **Sponsorship and Signage Conflicts**. Each sponsorship agreement shall provide that City’s obligation to permit the use and maintenance of any nonpermanent interior sign for or on behalf of an advertiser introduced by Team pursuant to **Section 3.3(b)**, or otherwise, shall be subject to the following:

- (a) Team advertising shall not be permitted by or on behalf of a person, organization or entity which City believes in good faith to be:
 - (i) in competition with the person, organization or entity holding the naming rights to the Facility, to include all types of related businesses or any other capital sponsor or vendor of a specific component of or item forming a part of the Facility;
 - (ii) in competition with any person, organization, or entity with whom, prior to such time, City has entered into an agreement providing for advertising rights within the interior of the Facility during Applicable Game Hours if such agreement is still in force and effect; or
 - (iii) offensive conduct or breach of any law or regulation or otherwise likely to bring City and/or the Facility in disrepute;
- (b) size, location or character of such signs shall require the prior written approval of City, such approval shall not to be unreasonably withheld, conditioned or delayed;

- (c) such advertising is to be sold on fair market terms and conditions; and
- (d) By July 1st of each League season, City shall provide to Team a list of alcoholic beverage vendors, soft drink vendors and concourse food vendors that City has either entered into contracts with or is in negotiation with to assist Team with its permitted advertising and sponsorship sales efforts.

4.6 **Parking.** City within its discretion shall provide Team Back of House parking spaces on League game days for use by Team's staff and designated V.I.P.'s subject to City's reasonable approval. On Team game days, Team and City agree to split non-disabled parking spaces in the south uncovered surface lot adjacent to Facility during "Applicable Usage Hours". Team shall be responsible for any additional incurred costs resulting from agreed upon requests. These costs may include incurred, such as parking garage maintenance, cleaning or staffing.

4.7 **Home Games at the Facility.** Team shall, during the entire term of this License, play all its exhibition, regular Hockey Season and play-off games where it is the home team at the Facility except for games which, for promotional purposes, Team wishes to play at a location other than the Facility or the home facility of another League team, and for which Team has requested and received City's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed).

4.8 **Professional Ice Hockey Exclusive.** During the Term of this License, City shall not, without the prior written consent of Team in its sole discretion, permit the use of the Facility for the playing of professional and junior ice hockey except for periodic exhibition games and training camps (whether domestic or international and including, without limitation National Hockey League games). City will provide Team with a single right of first refusal, per event, to promote each such game/camp. Should Team decline, or fail to respond to the notice of such right of first refusal within seven (7) calendar days from receipt thereof, City may pursue the event without compensation to Team. Nothing in such provision will apply to the playing of ice hockey at the Facility other than at the professional level and Team shall have no right to object to the use of the Facility for youth, recreational, amateur, high school, collegiate tournament, world junior or Olympic hockey.

4.9 **Insurance.**

- (a) Team shall during the Term obtain and maintain in full force and effect at its expense, the following policies of insurance and coverage:
 - (1) **Commercial General Liability Policy** covering bodily injury, death and property damage, including the property of City, its officers, contractors agents and employees (collectively referred to as the "City") insuring against all claims, demands or actions relating to license, lease or use of the Facility pursuant to this License with minimum limits on a per project basis of not less than One Million Dollars (\$1,000,000) combined single limit and Two Million Dollars (\$2,000,000) aggregate, including products and completed operations coverage with a minimum limit of Two Million

Dollars (\$2,000,000), and Personal and Advertising Injury with a minimum per occurrence limit of One Million Dollars (\$1,000,000). This policy shall be primary to any policy or policies carried by or available to City;

- (2) Workers' Compensation/Employer's Liability Insurance Policy in full accordance with the statutory requirements of the State of Texas and shall include bodily injury, occupational illness or disease coverage with minimum Employer's Liability limits of not less than \$500,000/\$500,000/\$500,000;
 - (3) Automobile Liability Insurance Policy covering all operations of Team pursuant to this License involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability; and
 - (4) Excess Liability Insurance Policy with a limit of not less than \$2,000,000. Such insurance shall be in excess of the commercial general liability insurance, business auto liability insurance and employer's liability insurance. This insurance will apply as primary insurance with respect to any other insurance or self-insurance programs maintained by City and shall be provided on a "following form basis". Team waives all rights against City for recovery of damages to the extent these damages are covered by the umbrella liability insurance obtained by City pursuant to this Agreement. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.
- (b) Waiver of Subrogation Rights. The Commercial General Liability, Worker's Compensation, and Business Auto insurance required pursuant to this License shall provide for waivers of all rights of subrogation against City;
 - (c) Additional Insured Status. With the exception of Worker's Compensation Insurance, all insurance required pursuant to this License shall be endorsed to include and name City as additional insureds using Additional Insured Endorsements that provide the most comprehensive coverage to City under Texas law including products/completed operations;
 - (d) Certificates of Insurance. Certificates of Insurance in a form satisfactory to City and copies of policy endorsements shall be delivered to City prior to the commencement of the use or entry of the Facility under this License and prior to commencement of any League during the Initial Term any prior to any Renewal Term hereof. All required policies shall be endorsed to provide City with 30 days advance notice of cancellation or material change in coverage;
 - (e) On every date of renewal of the required insurance policies, Team shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the

required insurance herein and delivered to City. In addition, Team shall, within ten (10) business days after written request, provide City with Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the Certificates of Insurance and the policy endorsements (including copies of such insurance policies) to City is a condition precedent to the continuation of the use and occupancy of the Facility by Team. The failure to provide valid Certificates of Insurance and policy endorsements shall be deemed a default and/or breach of this License; and

- (f) **Carriers.** All policies of insurance required to be obtained by Team pursuant to this License shall be maintained with insurance carriers that are satisfactory to City and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsement submitted by Team’s insurer or broker. Certificates of Insurance and policy endorsements received from any other source will be rejected.

4.10 **Sale of Facility or Assignment of Facility License or Operating Rights.** City may sell the Facility and assign this License to the purchaser at any time without the consent of Team. In the event that City assigns its rights under this License, then provided such third party enters into an agreement with Team assuming the obligations of City under this License as and from the date of sale or assignment, then City shall be released from all such obligations so assumed.

4.11 **Assignment.** Team may not assign any of its rights, or delegate any of its obligations, in whole or in part without the prior written consent of City Manager of City, which may be withheld in its sole and absolute discretion and for any or no reason. Any attempted assignment or delegation shall be null and void. In the event of an assignment to which City has consented, the assignee shall be required to provide a letter of credit as set forth in Section 3.11.

4.12 **City Covenants.** City covenants with Team that, throughout the Term of this License:

- (a) Team shall have quiet enjoyment of the Facility (other than the Excluded Areas) during Applicable Usage Hours;
- (b) City will operate the Facility in compliance with all applicable laws, codes, by-laws and regulations;
- (c) City will apply any operating rules and procedures for the Facility that it may choose to devise and implement to Team and all other users of the Facility in a fair

and non-discriminatory manner, such rules and procedures to be reasonable and in keeping with the intent of this License; and

- (d) City will maintain, repair and replace the Facility such that it is at all times in good and proper operating condition save and except for reasonable wear and tear and Team's obligations under this License.

4.13 **Team's Covenants.** Team covenants with City that it shall, throughout the Term of this License, at its sole cost and expense:

- (a) operate Team in a manner consistent with the requirements and practices of the League and its other member teams;
- (b) purchase and maintain insurance in accordance with Section 4.9; and
- (c) maintain its membership and participation in the League.

4.14 **Team's Indemnity.** TO THE FULLEST EXTENT ALLOWED BY LAW TEAM SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS, INVITEES, AND EMPLOYEES (COLLECTIVELY CITY) FROM AND AGAINST ANY SUITS, ACTIONS, LOSSES, COSTS, EXPENSES, DAMAGES, CLAIMS OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION INCLUDING ALL REASONABLE EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY FEES ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF A PERSON, OR PROPERTY DAMAGE INCLUDING THE LOSS OF USE OF ANY PROPERTY ARISING FROM OR ALLEGED TO ARISE OUT OF THE USE OF THE FACILITY BY TEAM, ITS EMPLOYEES, CONTRACTORS, SUB-CONTRACTORS, AND INVITEES OR THE RESULT OF ANY NEGLIGENT ACT OR OMISSION OR ANY INTENTIONAL ACT OR OMISSION BY TEAM, ITS EMPLOYEES, CONTRACTORS, AND SUB-CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY TEAM, IT'S CONTRACTORS OR SUB-CONTRACTORS, OR ANYONE FOR WHOSE ACTS TEAM MAY BE LIABLE, OR DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT BY TEAM, ITS EMPLOYEES, CONTRACTORS AND SUB-CONTRACTORS, OR ANY OF THEIR AGENTS AND EMPLOYEES, OR RESULTING FROM THE BREACH OR DEFAULT OF THIS LICENSE BY TEAM, ITS EMPLOYEES, CONTRACTORS, SUB-CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY TEAM OR ANYONE FOR WHOSE ACTS TEAM MAY BE LIABLE, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF TEAM, ITS EMPLOYEES, CONTRACTORS OR SUB-CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY TEAM, ITS SUB-CONTRACTORS OR ANYONE FOR WHOSE ACTS TEAM OR ITS SUB-CONTRACTOR MAY BE LIABLE, OR THE NEGLIGENCE OR WILLFUL ACT OF ANY SPECTATOR OR OTHER INVITEE OF TEAM .

INDEMNIFICATION FOR EMPLOYEE INJURY CLAIMS. WITHOUT LIMITING THE FOREGOING, AND TO THE FULLEST EXTENT PERMITTED BY LAW, TEAM

HEREBY INDEMNIFIES AND HOLDS HARMLESS CITY FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF TEAM, IT'S CONTRACTORS, OR SUB-CONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF CITY, IT BEING THE EXPRESSED INTENT OF TEAM AND CITY THAT IN SUCH EVENT TEAM IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS NOT ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF TEAM'S EMPLOYEE OR THE EMPLOYEE OF ANY OF IT'S CONTRACTORS OR SUB-CONTRACTORS. WITH REGARD TO CLAIMS AGAINST ANY PARTY SEEKING INDEMNITY UNDER THIS LICENSE WHICH ARE MADE BY AN EMPLOYEE OF TEAM, IT'S CONTRACTORS, AND SUB-CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY TEAM, IT'S CONTRACTORS AND SUB-CONTRACTORS, OR ANYONE FOR WHOSE ACTS TEAM, IT'S CONTRACTORS OR SUB-CONTRACTORS MAY BE LIABLE. THE INDEMNIFICATION OBLIGATION UNDER THIS LICENSE SHALL NOT BE LIMITED BY ANY LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR TEAM, its CONTRACTORS OR SUBCONTRACTORS OR ANY OTHER EMPLOYER UNDER WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER SIMILAR EMPLOYEE BENEFIT ACTS. TEAM SHALL PROCURE LIABILITY INSURANCE COVERING TEAM'S OBLIGATIONS UNDER THIS SECTION.

INDEMNIFICATION FOR COPYRIGHT INFRINGEMENT CLAIMS. IN ADDITION TO THE INDEMNIFICATION PROVIDED ABOVE, TEAM HEREBY INDEMNIFIES, AND HOLDS HARMLESS CITY FROM AND AGAINST ANY CLAIM, DAMAGE, LOSS, OR EXPENSE AND ATTORNEYS' FEES ARISING OUT OF OR RELATING TO ANY CLAIM AGAINST CITY ASSERTING INFRINGEMENT OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH TEAM'S USE OF THE FACILITY EXCEPT TO THE EXTENT THE INFRINGEMENT IS CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF CITY INDEMNITEES.

IT IS AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATIONS UNDER THIS LICENSE OR THE ADDITIONAL INSURED REQUIREMENTS UNDER THE INSURANCE REQUIRED BY THIS LICENSE, SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE CONTRACTUAL OBLIGATIONS AND SHALL OPERATE TO AMEND THE OBLIGATIONS TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE OBLIGATIONS SHALL CONTINUE IN FULL FORCE AND EFFECT.

THE INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS LICENSE SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LICENSE FOR A PERIOD OF FOUR (4) YEARS.

Article V Miscellaneous

- 5.1 **Default.** The following occurrences shall be considered “Events of Default”:
- (a) Team shall fail to pay any amount due hereunder to City when due and such default shall continue for a period of more than thirty (30) days after written notice thereof has been given to the Party responsible for such payment;
 - (b) Team shall breach or fail to perform any of its covenants or obligations hereunder and such default shall continue for a period of more than fifteen (15) days after written notice thereof has been given to it;
 - (c) Team shall: (i) become insolvent or generally not pay its debts as such debts become due; (ii) admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or (iii) institute or have instituted against it any proceeding seeking (x) to adjudicate it as bankrupt or insolvent, (y) any liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or (z) the entry of an order for the appointment of a receiver, trustee or other similar official for it or for any substantial part of its assets, and in each such case such proceeding is not terminated, stayed or set aside within a period of sixty (60) days after it is instituted; or
 - (d) Team shall fail to meet attendance performance measures as outlined in Article V, Section 5.2
 - (e) City breaches or fails to perform any of its financial covenants or obligations hereunder and such default shall continue for a period of more than thirty (30) days after written notice thereof to City.
 - (f) City shall breach or fail to perform any of its covenants or obligations hereunder and such default shall continue for a period of more than Fifteen (15) days after written notice thereof to City.

If an Event of Default shall occur, the non-defaulting Party shall deliver written notice to the defaulting Party and if such Event of Default is timely cured, the non-defaulting Party, without prejudice to any other right or remedy that may be available to the non-defaulting Party, whether under this License or otherwise at law or in equity, may terminate this License.

5.3 **Governing Law.** This License shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflict of law rules. Exclusive venue for any action shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

5.4 **Entire Agreement.** This License represents the entire agreement of the Parties hereto concerning the subject matter thereof to date and supersedes all previous documentation, agreements and correspondence between them pertaining to the same subject matter.

5.5 **Successors; Assignment.** This License shall inure to the benefit of and be binding upon the respective successors and permitted assigns of each of the Parties hereto. This Agreement may not be assigned without the prior written consent of City Manager.

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

If intended for City, to

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

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard,
Hager & Smith, LLP
1800 Ross Tower
100 N. Akard
Dallas, Texas 75201

If intended for Team, to:

Attn: Jack D. Gulati, Owner
Allen Hockey Team LLC
23722 Pebble Pointe Lane
Estero, Florida 34135

or such other address as such Party may from time to time designate by notice in writing to the other Parties.

5.7 **Force Majeure.** Force Majeure shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably

beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the last day of the month of the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have reasonably known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

5.8 **Survival.** Any of the representations, warranties, covenants and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following termination of this Agreement shall survive expiration or termination of this License.

5.9 **Recitals.** The recitals to this License are incorporated herein.

5.10 **Counterparts.** This License may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

5.11 **Exhibits.** Any exhibits to this License are incorporated herein by reference for all purposes wherever reference is made to the same.

5.12 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this License shall survive termination.

5.13 **Representations.** Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this License..

5.14 **Amendment.** This Agreement may only be amended by the mutual written agreement of the Parties. City Manager is authorized to execute any amendment to this Agreement and any instruments related thereto.

(Signature page to follow)

EXECUTED on this _____ day of _____, 2022.

CITY OF ALLEN, TEXAS

By: _____
Eric Ellwanger, City Manager

AGREED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED on this _____ day of _____, 2022.

ALLEN HOCKEY TEAM LLC

By: _____
Jack D. Gulati, Owner

EXHIBIT “A”

Arena License Fees: for each exhibition, regular Hockey Season or play-off Game.

License Fee for each Regular Season or Playoff Games.

Monday-Thursday:	\$2,000.00 License Fee plus \$4,000.00 Facility Fee = \$6,000.00 per game
Fridays:	\$6,500.00 License Fee plus \$4,000.00 Facility Fee = \$10,500.00 per game
Saturdays:	\$7,000.00 License Fee plus \$4,000.00 Facility Fee = \$11,000.00 per game
Sundays:	\$2,500.00 License Fee plus \$4,000.00 Facility Fee = \$6,500.00 per game

License Fee (excluding Facility Fee) may be escalated by 3% starting with following year three (3) of this Arena License and each three (3) year intervals if Term Renewal(s) apply.

City incurs the cost of Front-Of-House staffing, as described in **Exhibit “B”**.

EXHIBIT “B”
Base Level Service

- Base Game Conversion (set & strike)*
- Base Housekeeping (in-game & post game)
- Base Guest Services related to ticket scanning / ushers / attendants / BOH*
- Base Audio/Visual one (1) Technician for Usage Hours and Building AV inventory as is (9.10.2017)
 - Building AV inventory includes newly-installed (as of 2021) state-of-the-art equipment. Team staff who use HD Cameras and Production Room Equipment must complete approved building AV Operator training.
- Food and Beverage promotions, with two (2) promotions during regular Hockey Season being provided by City at no cost to Team, as agreed upon by Parties. Promotions to be used on games that fall on Monday through Thursday.
- Event Security.
- Items above & beyond those determined as “Base” will be at the expense of Team as set forth below

Base Game Conversion Includes:

- Four (4) Party Booths 10 x 16 (with tables and chairs on the North or South Concourse) if requested by Team*
- Two (2) Concourse Level Meeting Rooms (standard tables & chairs if requested by Team)
- Two (2) Glass Suites on Floor (up to 12 people) *
- One (1) Press Box (2 broadcast locations with connections) *
- Two (2) four (4)-hour use of building outside of games for special events
 - Set up not included
 - Two (2) event attendants will be provided, at City’s discretion
 - Event not to exceed three-hundred (300) attendees
 - Written request stating use of option must be made minimum two weeks out
- twelve (12) Kiosks Booths (up to six (6) on the South Concourse and up to six (6) on the West Concourse) *
 - Includes table, chairs and backdrop. (Booths unoccupied at game time will be removed)
 - Additional booth available for purchase based on space availability
- Up to two (2) Merchant Booths (one located in corner adjacent to box office, second to be determined) *
- Arena with professional-grade ice hockey competition surface and retractable seats extended with exception of limits due to permanent dasher boards, benches, penalty box, etc.

*Covers normal and standard event and operations with no additional pre-game or post-game events or activities. Item is capped at rate under normal and standard event operations. Any additional items or services shall be charged at the then rates and fees established by City and paid by Team.

City acknowledges and agrees that as City is in control of and licensing the Facility to Team, City is responsible for providing the appropriate and necessary services for normal and standard event operations and security. Based upon Team’s history with City, City may in its sole discretion increase

or decrease the Base Level of Services on an event-per-event basis; provided such change is set forth in writing approved by the Parties. Any approved change in the Base Level of Service shall only apply to the specific event.

City reserves the right to modify seating configurations if necessitated by building code, American Disability Act (ADA) code, or to make seating improvements, as required by law. Any such changes would not result in a change in Base Level Service. Unless agreed by Team in writing, City shall maintain the retractable seating to the current level throughout the Lease term(s).

**EXHIBIT “C”
Revenue Sharing**

Team shall be entitled to the following percentage of the Concession Revenue:

<u>Concessions</u>	<u>Drop Count 0-2,999</u>	<u>Drop Count 3,000+</u>
Concourse Level	25%	30%
Premium Level	10%	10%

The above percentages apply to the Net Revenue of Food and Beverage Sales (Gross Revenue less Expenses less Tax = Net Revenue)

Team and City shall add a Two Dollar (\$2.00) Administrative Fee to all tickets sold (by City or Team in the Bowl and Premium level) for all Primary and Secondary Box Office outlets in addition to Ticketmaster minimums. This revenue shall be used to offset the \$4,000 Facility Fee paid in **Arena License Fee.**

- a) If total administrative fee collected per game is under \$4,000; Team and City will split the difference (Shortfall) in settlement to offset the \$4,000 Facility Fee.
- b) If total administrative fee collected for game is above \$4,000; Team and City will split the difference (Revenue Overage) in settlement above the \$4,000 Facility Fee.

Attendance Benchmark. Team shall be entitled to the following additional revenue if attendance benchmark is met:

- If Team exceeds a total scanned ticket Game Drop Count (including Bowl and Premium Level) of 2,700 or greater for a regular Hockey Season or Playoff game, City will credit Team \$2,700.00 plus an additional \$1.00 for each person above 2,700.

Non-Alcoholic Beverage Pouring Rights Support:

Arena awarded Non-Alcoholic Beverage Pouring Rights Exclusivity through Request for Qualifications (RFP) and Bid Process for Facility.

- RFP is only for Exclusive Pour Rights and Concession Rights and physical product presence in the Arena. ***Team can sell advertising or signage in the arena to other CSD suppliers as long as it isn't building inventory and product isn't brought into building.***
- ***Due to Product Exclusivity, Building will share one-hundred twenty-five (125) cases of designated product with team to help accommodate BOH needs or in-game activity for Press Box, etc. through City's existing term of Pouring Rights Agreement.***

- *Any such support provided to Team is contingent upon new terms of an agreement between City and a Non-Alcoholic Beverage Pouring Rights partner.*

**EXHIBIT “D”
Premium Seating**

Premium Level Structure

The City will control the Premium Level Seat inventory, less the following inventory outlined below.

- There is a total of twenty-nine (29) Premium Level Suites with (4) Suites off Manifest. Suite 209 (Naming Rights Suite); Suite 208 (MGH/Developer Suite); Suite 222 (City Suite) and Suite 221 (Team Owner Suite).
- City pays Team a total of \$6,200 per game for each regular season, play-off and exhibition games for use of (20) Suites and all Club Seats. This per game payment may be escalated by 3% starting with following year three (3) of this Arena License, equating to \$6,386 per game and each three (3) year intervals if Term Renewal(s) apply.
- Team shall use (6) suites at no cost. These designated suites are 201, 202, 212, 213, 214, and 221. One (1) of these six (6) suites may be used for Team’s broadcast purposes if Team so chooses. If suite becomes available, the City is willing to work with Team for use or sale per the guidelines established by both parties.
- Team will have option to request additional suites, if available, to purchase from City at
- \$20 per seat and sell to clients/customers at premium pricing set forth by City.
- Team will have option to request additional club seats, if available, to purchase from City at \$20 per seat and sell to clients/customers at premium pricing set forth by City.
- Coordination of suite and club sales shall occur between City of Allen and Allen Americans sales teams. Management of the inventory will remain with City and set forth by sales inventory procedures established by Facility management. City must provide the team with timely and accurate information of what suite and club inventory is available for games upon request.

The two (2) “Glass Party Suites” located at bowl level on west end of arena are considered bowl seating inventory and will remain Team inventory. Future approved bowl level suites would be considered team inventory, construction at the expense of team, and must meet codes and safety regulations.

**EXHIBIT “E”
Food and Beverage**

Specials

Dates and content of food and beverage specials shall be determined and agreed to by the Parties at least sixty (60) days prior to Team’s first home game during the Hockey Season.

Special items sold at a discount for promotional purposes are non-commissionable.

Cancellation of food special or promotion less than two (2) weeks out will result in forfeit of City provided promotion is applicable.

Number of Concession locations

The number and placement of Concession locations for food and beverage during the Applicable Usage Hours shall be at the sole discretion of City. Standard amount of Concession locations for a sporting event consists of four (4) fixed Concession locations and additional portables as determined by City. Any additional Concession locations or portables requested by Team are not covered by the Base Service Level.

Meal Vouchers

Food and beverage voucher/coupon offerings and pricing shall be agreed to the Parties at least forty-five (45) days prior to Team’s first home game during the Hockey Season. Coupon/voucher sales are restricted to groups of 10 or more and are valid only for the specific event. City shall honor only City approved coupons/vouchers. City approved food and beverage coupons/vouchers may be redeemed for food and beverage at the Concessions at the face value thereof by patrons without change back. Team shall pay to City the face value of all food and beverage coupon/vouchers redeemed by patrons at the Facility at the settlement following each exhibition, regular season game or play-off game as the case may be. Team is responsible for the payment of any counterfeit coupons/vouchers redeemed by its patrons. The quantity of coupon/ voucher sales shall be reported to City 48 hours prior to scheduled event to facilitate efficient distribution of food and beverage.

Team Cash Coupons

Team cash coupon shall be agreed to by the Parties at least forty-five (45) days prior to Team’s first home game during the Hockey Season. Only City approved Team cash coupons may be redeemed for food and beverage at the Concessions at the face value thereof by patrons without change back. Team shall pay to City the face value of all Team Cash coupons redeemed by patrons at the Facility at the settlement following each exhibition, regular season game or play-off game as the case may be. Team is responsible for the payment of any counterfeit Team cash coupons redeemed by its patrons. The quantity of Team cash coupons shall be reported to City forty-eight (48) hours prior to scheduled event.

Sampling

Food or Beverage sampling may be conducted by Team sponsors at locations determined by City and only after approval by the Facility General Manager or Assistant General Manager prior to the applicable event. Team Request for sampling should be made at least two (2) weeks in advance of the date of the event. City response should be within two (2) business days and shall not be unreasonably denied.

Fundraiser Sales

Any food or beverage funding raising sales conducted by organizations shall be approved by the Facility General Manager or Assistant General Manager prior to event and shall be at such locations approved by Facility management.

VIP Bars

The request for VIP bars shall be submitted seventy-two (72) hour prior to the event and will be honored subject to availability. Team shall pay the costs and charges for VIP Bars at the then current rates established by City and paid at the settlement following the applicable event.

Team agrees to adhere to Building F&B policies, including but not limited to:

Facility Serving Ice Policy

In order to protect the sanitary standards that Facility works to maintain the following policies are set forth to confirm a general understanding of Facility procedures.

City of Allen Health Department regulates all phases of the health and sanitary regulations in Allen Texas. The Facility policy is in place to support and adhere to the regulations put in place by the Allen Health Department and ensures all user groups (Teams, Licensees, Vendors, etc.) have a general understanding of limitations and standards.

1. Team is **not permitted** access to the kitchen or F&B back of the house areas.
 - a. Ice will be bagged and made available to Teams or Licensee upon request.
 - b. If ice is needed for an event, pre orders must be arranged with the Food & Beverage department at least twenty-four (24) hours in advance of the event.
 - c. Ten (10) – 20- pound bags of ice will be supplied to Team/Licensee/Vendors at no cost.
 - d. Additional bags will be charged at seven dollars (\$7) per 20-pound bag.
 - e. Team members, interns and 3rd party vendors are prohibited from entering the kitchen or back of the house serving areas. These are food preparatory areas and sanitary standards must be preserved.
 - f. The present user of the Facility on any particular day will have discretion on the distribution of allotted ice bags and usage of machine ice.

Facility Outside Food & Beverage Policy

To protect the investment of capital and labor of all vendors and Facility Food and Beverage division, the following policies are set forth to confirm a general understanding of Facility procedures.

The Texas Alcoholic Beverage Commission (TABC) is the state agency that regulates all phases of the alcoholic beverage industry in Texas. The duties of the commission include regulating sales, taxation, importation, manufacturing, transporting, and advertising of alcoholic beverages. The below Facility policy is in place to support the regulations put in place by the TABC and ensure all user groups (Teams, Licensees, Vendors, etc.) have a general understanding of limitations and standards.

1. Team is **not permitted to** bring outside vendor food into the owner's suite or FOH areas.
 - a. FOH or Premium Level food must be purchased through building F&B Business Area and can be selected from a concessionaire currently operating in the building or the Facility F&B Business Area. Exceptions must be approved in writing seven (7) days in advance from Facility Assistant General Manager or General Manager.
2. Team is **not permitted to** bring outside alcohol into Facility.
 - a. Team **cannot under any circumstances** bring outside alcoholic beverages into the Facility pursuant to TABC regulation (Sec. 28.06). Alcohol served on the permitted premises must be purchased by License holder. License holder must hold an invoice as proof of purchase.
3. Team is not **permitted** to bring donated alcohol, supplies or equipment into the Facility.
 - a. Team **cannot** bring in any supplies or equipment that is donated by a beer or spirits distributor pursuant to TABC regulation (Sec. 102.07).
4. Team is **not permitted to** sell Alcoholic beverages.
 - a. Alcohol is prohibited from being sold by anyone other than Facility personnel or agents thereof on Facility property licensed by the TABC.
5. Approved Third party vendors must possess City of Allen Health Department Certificate for respective event.
 - a. A health certificate must be obtained from City of Allen Health Department prior to operating any food and beverage site on Facility property.
6. All 3rd Party Food & Beverage vendors must be approved by Facility's Food and Beverage Manager.

- a. Submission of menu, sample of proposed product and pricing must be presented to Facility Director of Food and Beverage for approval prior to permission being granted to sell at the Facility.
 - b. Required payment by 3rd Party vendors.
 - c. Negotiated payment or buyout must be received from vendors selling Food and Beverage products on Facility property.
- 7. City has absolute authority to select what food and beverage can be served on Facility property. All approved vendors must adhere to all local, state, and federal laws.
- 8. Sampling and the portion size will be considered for approval by Facility Director of Food & Beverage on an event, by event basis.
- 9. Team is permitted to use Facility Third Party Concession Vendors or Facility Restaurant Partners specific for catering purposes, but NOT FOR RESALE, in the below areas with approval from Facility's Food & Beverage Manager:
 - a. Press Box Media, for the purpose of hosting league and working media officials
 - b. Back of house Team Locker Rooms, Team Hallways and Team Offices. Not to be brought into public areas.

EXHIBIT “F”
Playoff Priority Scheduling

Playoff Priority Scheduling

- City and Team will work together to ensure priority dates during playoffs.
- City will book additional events but will ensure team has option of “two of three” days that fall Friday-Sunday.
 - One block in late May or early June will be the exception, typically the first weekend (Thursday through Saturday) due to long standing community graduations.
 - City will provide Team with dates held for ECHL Playoffs that support the “two of three” commitment for playoffs. Held dates to be communicated to Team not later than February 15 of each year.
 - City will continue to book venue to ensure a variety of programming to the residents of Allen and North Texas. If one of the bookings conflicts with a held playoff date for team, City will compensate Team in the amount of \$5,000 per date omitted from Team’s playoff schedule submission. Compensation will only be awarded to Team should Team advance through Playoffs and certain dates are requested by Team/League.

**EXHIBIT “G”
City and Team Marketing**

It is understood that Team longevity is directly tied to attendance levels with Arena License Agreement structure. Both City and Team need strong hockey attendance to have successful business seasons. Given this, Team and City agree to following, which will be review on an annual basis:

Team shall provide a Marketing and Sales plan to City by September 1 of each year.

Team shall endeavor to execute core elements of provided Marketing and Sales plan each season.

- City will make every reasonable effort to provide the following Marketing Assets to the Team on an annual basis, specific details pertaining to execution on all elements mentioned below will be shared by the City to the Team by June 1 of each year of the Agreement, so as to be included in the Team’s annual marketing plan.

WEBSITES:

- **CityofAllen.org**
- **VisitAllenTexas.com**
- **CreditUnionofTexasEventCenter.com**
- **CityofAllen.org**
- Spotlight feature on AllenNews.org with link to purchase tickets during season
- Feature fan content on home page photo feed with call to action (for ticket purchase)

VisitAllenTexas.com

- Spotlight feature on home page for upcoming game with link to purchase ticket
- All games listed on calendar of events
- Feature fan content in photo feed with call to action for ticket purchase on home page
- Represented on the following Things To Do pages: Guys Night Out, Sports, Family Fun
- Represented on The Village at Allen shopping page
- Blog post for season opening

- Other placements on TourTexas.com and ShopAcrossTexas.com
- Placement in ShopAllen App (can promote regular ticket and/or special offers/game giveaways – requires Americans staff member to enter information into system)

CreditUnionofTexasEventCenter.com

- Feature fan content in home page photo feed with call to action for ticket purchase
- Spotlights for upcoming games

PRINT

- LIFE Guide ad: CUTX Event Center, home of the Allen Americans (mailed to all Allen residents)

EMAIL MARKETING

- SHAREable mentions for upcoming games (City's digital email newsletter goes out every Friday)
- Parks and Recreation membership email newsletter feature

CITY EMPLOYEE OUTREACH

- Share suite sale, general ticket information with City staff on the City intranet site

SOCIAL

- Share video promotions created by ACTV encouraging people to get tickets on City Facebook and Twitter
- Share upcoming games on CVB Facebook

FACILITIES

- REACH monitors in facility lobbies
- Poster on Library community bulletin board
- Physical posters in facilities

HOCKEY TEAM PRESENCE AT EVENTS

- Booth space at City Events, including but not limited to the following dates; at Eggcellent/April, Arbor Day/October, CeCe/October, Holly Jolly/December, Allen USA/June. If the City of Allen adds any additional programming Team will be provided the same presence opportunity to these events.

- Concourse at Allen High School Eagles Varsity Football Home games (pending arrangements with AISD/partnership with Allen Parks & Recreation)

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE:	February 8, 2022
AGENDA CAPTION:	Authorize the City Manager to Execute a Meet and Confer Agreement with the Allen Firefighters 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 Firefighters Association (AFA). The petition sought to have the AFA recognized as the sole and exclusive bargaining agent for the members of the City of Allen Fire Department and authorized staff to proceed with the Meet and Confer process pursuant to Subchapter B, Chapter 142 of the Texas Local Government Code. City staff met with the AFA leadership six times over seven months. The result is that 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:

- 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.
- 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 to alter the benchmark we compare to. However, this ensures that we don't immediately fall behind in pay.
- We have increased certain certification pay from \$50 per month to \$75 per month.
- We have agreed to implement an "educational pay" program. Employees with certain degrees will be compensated an extra monthly stipend for those degrees.
- We have included a "Holiday Buy Back" provision in which an employee that works a holiday may either take an alternative day off or be compensated extra for working the holiday.

The full agreement is attached for your review. The AFA has voted on the attached agreement and voted 50-3 (out of 74 eligible voters) in favor of the proposed agreement.

BUDGETARY IMPACT

Estimated recurring costs are \$134,000, 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 Firefighters Association.

MOTION

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

ATTACHMENT

[Meet and Confer Agreement](#)

**MEET AND CONFER AGREEMENT
BETWEEN
THE CITY OF ALLEN, TEXAS
AND
THE ALLEN FIREFIGHTERS ASSOCIATION,
IAFF LOCAL 3453**

March 1, 2022

Through

September 30, 2024

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
Article 1	Definitions	1
Article 2	Intent and Purpose	1
Article 3	Authority, Recognition, and Duration	2
Article 4	Fair Treatment	3
Article 5	Management Rights	3
Article 6	No Strike/No Lockout	4
Article 7	Schedule	4
Article 8	Compensation	5
Article 9	Certification Pay	5
Article 10	Education Pay	6
Article 11	24-Hour Personal Day	6
Article 12	Holiday Buy Back Program	6
Article 13	Catastrophic Leave Program	7
Article 14	Association Business Leave (ABL)	7
Article 15	Bulletin Boards	8
Article 16	Payroll Deduction of Dues	8
Article 17	Savings, Preemption, Amendment and Repeal	9

ARTICLE 1 – DEFINITIONS

The following terms, abbreviations, and acronyms shall have the meaning stated below whenever referenced or used throughout this document or as defined within a specific article.

- **ABL** shall mean Association Business Leave.
- **AFFA** shall mean the Allen Fire Fighters Association, IAFF Local 3453.
- **Agreement** shall mean the current Agreement as negotiated through the Meet & Confer process.
- **Association** shall mean the Allen Firefighters Association (AFFA), IAFF Local 3453.
- **City** shall mean the City of Allen, Texas.
- **Compensation Plan** shall mean the City of Allen document entitled “Compensation Plan Administration—Sworn Positions,” dated June 2014 and attached in full to this Agreement as Exhibit 1 and incorporated by reference.
- **Department** shall mean the Allen Fire Department.
- **Fire Fighter** shall mean permanent, full-time Fire Department personnel employed in the rank of Captain, Fire Prevention Specialist, Fire Inspector and Arson Investigator, Driver/Operator, or Fire Fighter. It shall also include full-time Fire Department employed in any other rank existing or created during the term of this Agreement below the top three ranks of the Department.
- **M&C** shall mean the Meet & Confer process as defined by Subchapter C of Chapter 142 of the Texas Local Government Code.
- **Parties** shall mean the City of Allen and the Allen Firefighters Association, IAFF Local 3453.
- **TLGC** shall mean the Texas Local Government Code, as amended.

ARTICLE 2 - INTENT AND PURPOSE

This Agreement is entered into in Collin County, Texas, by and between the City of Allen, Texas, a Texas home rule municipal corporation, and the Professional Fire Fighters of Allen, IAFF Local 3453. It is the intent and purpose of this Agreement to achieve and maintain harmonious relations between the Parties, and to establish benefits, compensation, and other terms and conditions of employment for all Fire Fighters covered under this Agreement.

ARTICLE 3 - 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 C. To the extent that this Agreement is in conflict with any other statute, executive order, local ordinance, or rule, this Agreement shall preempt such provision, as authorized by Section 142.117 of the TLGC.

Section 2. Recognition

The City recognizes the Association as the sole and exclusive bargaining agent for all covered Fire Fighters, pursuant to Section 142.103 of the TLGC.

Section 3. Duration

This Agreement shall be effective beginning March 1, 2022 (the “Commencement Date”), upon ratification by the covered Fire Fighters 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 in its sole discretion determines that midyear budget projections dictate a commencement date of October 1, 2022, then this Agreement shall commence as of October 1, 2022. This Agreement shall expire at midnight, September 30, 2024, unless extended by written, mutual agreement. The Parties may conduct a non-binding review of the terms of this Agreement at its midterm.

The City presently intends to continue this Agreement each fiscal year through its term, to pay all payments due, 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 a majority vote of the City Council.

Section 4. Complete Agreement

This Agreement constitutes the entire Agreement between the City and the Association; and no party is bound by any contract, condition, 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 both the City and the Association.

Section 5. Applicability

Unless otherwise specified, this Agreement applies to all Fire Fighters, as defined herein.

ARTICLE 4 - FAIR TREATMENT

Section 1. Basis of Decisions Affecting Terms or Conditions of Employment

A Fire Fighter's membership or non-membership in the Association shall not be taken into account by the City or the Association when making decisions about pay, benefits, discipline, work assignments, promotions, granting breaks, approving leave, assigning work stations, evaluating performance, or in determining any other term or condition of employment. Actions that have the intent or impact of treating an employee more or less favorably as a result of a Fire Fighter's membership or non-membership in the Association are prohibited and must be reported to the Fire Chief in a timely manner.

Section 2. Duty of Fair Representation

The Parties acknowledge and recognize the Association's responsibility, as the exclusive representative under Chapter 142, TLGC, to fairly represent all Fire Fighters in the negotiation, administration and enforcement of this Agreement. Nothing in this Agreement shall be construed to impose on the Association any obligations to non-members of the Association greater than those imposed by law.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 1. Department Management

Except as provided for by State or Federal law, or Departmental Policies 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 Department and the workforce in the Department 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 Fire Fighters, 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, discipline, and efficiency;
7. the right to establish, abolish, or modify processes and procedures for investigating and reviewing Fire Fighter 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 Fire Fighters and employees in the Department.

Section 2. Management Rights Retained

Except as provided for by State or Federal law, or Departmental Policies 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 6 - NO STRIKE/NO LOCKOUT

During the term of this Agreement, all members of the Allen Professional Firefighters Association Local 3453 agree that they shall not cause, counsel, or permit other members of the Association to strike, slow down, disrupt, impede, or otherwise impair the normal functions of the Allen Fire Department. The City agrees that it will not authorize, encourage, or otherwise support any lockout of any member of the Allen Fire Department.

ARTICLE 7 – SCHEDULE

Allen Fire Department shift personnel shall work 24 hours on duty, 48 hours off duty, except for inspectors, fire prevention specialists, arson investigators, 2080 employees (that is, those employees whose scheduled work week is 40 hours), and any future non-shift employees. Nothing in this Agreement shall prohibit the City and the Association from future consideration of a schedule reflective of 48 hours on duty, 96 hours off duty, for shift personnel.

ARTICLE 8 - COMPENSATION

Section 1. Wages

Subject to all the other provisions of this Agreement, the wages of Firefighters 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 Compensation Plan Administration—Sworn Positions, as reflected in the existing Fire Pay Plan. In the event the Fire 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 Fire Fighter's base salary will be adjusted according to the Fire Pay Plan. This adjustment will be reflected on the first paycheck subsequent to the effective date of the Fire 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 9 - CERTIFICATION PAY

Section 1. Certification Pay

Any Fire Fighter covered under this Agreement and who has completed his/her new hire probationary period shall be eligible for Certification Pay at the following compensation according to the certification held:

- | | |
|-------------------------------------|------------|
| • TCFP Driver certification | \$75/month |
| • TCFP Fire Officer 1 certification | \$75/month |
| • TCFP Fire Officer 2 certification | \$75/month |

Section 2. Eligibility

To be eligible for certification pay, a Fire Fighter must submit a copy of his/her Texas Commission on Fire Protection (TCFP) certification verifying completion of TCFP requirements to the Fire Chief or his/her designee. Once verified, certification pay shall start being paid on the next, full pay period in which certification pay is distributed.

Section 3. Payment Rate and Schedule

Certification pay shall be made at the rates established above and in a manner that can be processed by the payroll system.

ARTICLE 10 - EDUCATION PAY

Section 1. Education Pay

Any Fire Fighter 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 Fire 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 Fire Fighter must submit his/her diploma and/or transcript verifying completion of the degree requirements. The Fire 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 Fire Chief shall make the final decision. Fire Fighters 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 in a manner that can be processed by the payroll system.

ARTICLE 11 - 24-HOUR PERSONAL DAY

All departmental personnel shall receive a 24-hour personal day, with pay, per calendar year. The policy of a 12-hour personal day for personnel with up to five (5) years of service and a 24-hour personal day for personnel with more than five (5) years of service is hereby repealed.

ARTICLE 12 – HOLIDAY BUY BACK PROGRAM

Section 1. Eligibility

Any 2920 shift Fire Fighter who works on an actual holiday shall be eligible to buy back the holiday up to the maximum of 48 hours in a calendar year.

Section 2. Buy Back Maximum

Fire Fighters who work on an actual holiday are eligible to be compensated for the holiday at the regular rate of pay during the holiday's pay period up to a maximum of 48 hours in a calendar year.

Section 3. Procedures and Responsibilities

Fire Fighters who work a shift schedule on the day of a holiday will have the option to use their holiday for time off at any time during the calendar year (City and departmental management reserve the right to approve/deny time off requests based on workload or scheduling requirements) or elect to buy back up to twelve (12) hours per day during the same pay period as the holiday. No more than 48 hours may be bought back in a calendar year.

ARTICLE 13 - CATASTROPHIC LEAVE PROGRAM

The City desires to create for its employees, including all Department employees, a Catastrophic Leave Program for City employees with a catastrophic illness or non-job-related injury. The City shall endeavor to create such Program as expeditiously as reasonable.

ARTICLE 14 - ASSOCIATION BUSINESS LEAVE (ABL)

Section 1. ABL Pool

Once annually, during the first full pay period of the calendar year and upon written request by a member of the Association, the City shall assess from each such member of the bargaining unit six (6.0) hours of vacation leave time, which shall be contributed to the Association Business Leave (ABL) Pool. Any member who does not possess the sufficient number of hours of vacation leave at the time of the request shall not be required to donate vacation leave.

At the end of each calendar year during this Agreement, all unused ABL hours shall expire, shall not be credited back to any member of the Association and shall not carry over to any subsequent calendar year.

Section 2. Use of ABL Pool Hours

AFFA Executive Board members shall be permitted time off with pay, designated as ABL, to conduct the business of the Association. ABL may be used for, but not limited to; attendance of regular and special called meetings, conventions, conferences, contract negotiations, and grievance and/or disciplinary hearings. ABL will be counted as hours worked for the calculation of overtime and FLSA compensation.

Section 3. Requests for Use

All requests for ABL shall be approved by the AFFA President and one additional Executive Board officer and submitted to the Fire Chief or his designee and shall adhere to the same scheduling

guidelines as other departmental leave. ABL shall be included as one of the allotted vacation, holiday or compensatory time slots at the time of scheduling. The Fire Chief, or his/her designee, shall have final approval of ABL scheduling.

ARTICLE 15 - BULLETIN BOARDS

Section 1. Bulletin Board Space

The Association shall be permitted to maintain, at each firehouse and the Central Fire Station, one (1) bulletin board to be used exclusively for Association business. These bulletin boards shall be allowed by the City, shall be consistent with the decor of the building, and located in suitable locations easily accessible to the employees for the purpose of posting notices of interest to members of the Association.

Section 2. 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.

Section 3. 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.

ARTICLE 16 - 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 bargaining unit 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.

Section 2. 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 an 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 17 - 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.

Section 2. Preemption Provision

Except to the extent specifically noted in this Agreement, the provisions of this Agreement shall preempt the provisions of any state statute, Executive Order, local ordinance, or rule, which are in conflict herewith. This preemption provision is authorized by Section 142.117 of the TLGC.

Section 3. Amendment Clause

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 article, 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 Fire Fighters, 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 _____, 2021.

CITY OF ALLEN, TEXAS

**ALLEN FIREFIGHTERS
ASSOCIATION, IAFF LOCAL 3453**

By: Eric Ellwanger,
City Manager

By: Jeremy Painkin,
President

ATTEST:

ATTEST:

Shelley George, City Secretary

Nathan Goudy, Secretary/Treasurer

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/Paramedic pay range to three steps and the Police Officer pay range to four 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 annual review and authorization by the City Manager and City Council. The City's Human Resources Department reviews market data annually and may adjust 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 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.