



**AGENDA
CITY OF ALLEN
CITY COUNCIL REGULAR MEETING
TUESDAY, NOVEMBER 14, 2023 – 7:00 PM**

**BOARDROOM
ALLEN ISD PROFESSIONAL LEARNING & AUXILIARY SERVICES BUILDING
610 E. BETHANY DRIVE
ALLEN, TEXAS 75002**

1. **Call to Order and Announce a Quorum is Present.**
2. **Pledge of Allegiance.**
 - 2.1 Posting of the Colors by the VFW Post 2195 Color Guard.
3. **Appointment to fill a vacancy on the Allen City Council.**
 - 3.1 Appoint Mary Vail-Grube to fill the vacancy in the unexpired term in Place No. 1 on the Allen City Council.
 - 3.2 Administration of the Oath-of-Office and presentation of the Certificate-of-Appointment.
4. **Public Recognition.**
 - 4.1 Presentation of a Proclamation by the Office of the Mayor.
 - Veterans Day
 - Small Business Saturday
 - Hunger and Homelessness Awareness Week
5. **Citizens' Comments.**

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

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

 - 6.1 Approve minutes of the October 24, 2023, Regular City Council Meeting.
 - 6.2 Approve minutes of the October 30, 2023, Special Called Joint Workshop of the Allen City Council and Economic Development Corporation.
 - 6.3 Adopt a Resolution casting 111 votes for Ms. Veronica Yost for election to the Board of

Directors for the Collin Central Appraisal District.

- 6.4 Authorize the City Manager to execute an Interlocal Agreement with Denton County Transportation Authority (DCTA) for the provision of Demand Response Transportation Services for the elderly and disabled.
- 6.5 Authorize the City Manager to execute a First Modification of the Memorandum of Understanding (MOU) with the North Texas Municipal Water District (NTMWD), Cities of Allen, Frisco, McKinney, Plano, and Richardson regarding the Amended and Restated Regional Composting Program Interlocal Agreement.
- 6.6 Authorize the City Manager to execute an agreement with Insituform Technologies, LLC, for the repair of the Sewer Aerial Crossing on Cottonwood Creek at the corner of Greenville Avenue and Main Street for \$350,000.
- 6.7 Authorize the City Manager to purchase cybersecurity services from Rapid7 through Solid Border for \$126,845.
- 6.8 Authorize the City Manager to execute a First Amendment to the agreement with Christmas Décor by JET for the downtown holiday project, increasing the amount to \$250,000.

7. Regular Agenda.

- 7.1 Conduct the Canvass of the Bond Election and adopt an Ordinance declaring the results of the Bond Election held on November 7, 2023.
- 7.2 Conduct a Public Hearing and adopt an Ordinance to amend the development and use regulations for Lot 5, Block B, Starcreek Commercial, located in Tract A1 of Planned Development No. 52 with a base zoning of Corridor Commercial. [Starcreek Surgical Center]
- 7.3 Conduct a Public Hearing and adopt an Ordinance to amend the development and use regulations for Lot 1, Block A, Schumacher Addition, located in Area 1 of Planned Development No. 3, with a base zoning of Light Industrial. [SHB Office]
- 7.4 Conduct a Public Hearing and adopt a Resolution adopting the 2022-2023 Comprehensive Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program.
- 7.5 Confirm appointments of members of the Allen City Council as Board Members to fill vacancies on the Allen Economic Development Corporation and Allen Convention and Visitors Bureau Advisory Board as nominated by Mayor Brooks.

8. Other Business.

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

8.1 Calendar.

- November 23 and 24 - City Hall Closed for Thanksgiving Holiday
- December 2 - Holly Jolly Celebration featuring a 5K and Fun Run and Christmas Tree Lighting

8.2 Items of Interest.

9. **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.)

10. **Adjournment.**

This notice was posted at Allen City Hall, 305 Century Parkway, Allen, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Friday, November 10, 2023, at 5:00 p.m.

Shelley B. George, City Secretary

Allen ISD Professional Learning & Auxiliary Services Building is wheelchair accessible. Access to the building and special parking is available at the entrance facing Bethany Drive. 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: November 14, 2023

AGENDA CAPTION: Appoint Mary Vail-Grube to fill the vacancy in the unexpired term in Place No. 1 on the Allen City Council.

STAFF RESOURCE: Eric Ellwanger, City Manager

PREVIOUS COUNCIL ACTION: October 24, 2023 - Council declared a vacancy in Council Place No. 1

STRATEGIC PLANNING GOAL: Engaged and Connected Allen Community.

BACKGROUND

On October 16, 2023, Councilmember Daren Meis filed an 'Appointment of a Campaign Treasurer by a Candidate' form with the Texas Ethics Commission announcing he is a candidate for Texas House of Representatives House District 67. Section 7.04(5) of the Allen City Charter reads "Should the mayor, a member of the city council or any appointed member of a council-appointed commission, committee or study group become a candidate for any elective public office other than the office presently held, such candidacy shall constitute an automatic resignation of such office." In accordance with the Charter, the filing of a campaign treasurer appointment by a member of the city council constitutes becoming a candidate and triggers the resign to run provision of the City Charter. Upon his filing on October 16, his resignation was automatic.

The Texas Constitution and the Allen City Charter provides for the Council to appoint to fill a vacancy for an unexpired term of 12 months or less rather than having to call a special election.

MOTION

I make a motion to appoint Mary Vail-Grube to fill the vacancy in the unexpired term in Place No. 1 on the Allen City Council.

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE: November 14, 2023

AGENDA CAPTION: Approve minutes of the October 24, 2023, Regular City Council Meeting.

STAFF RESOURCE: Shelley B. George, City Secretary

STRATEGIC PLANNING GOAL: Engaged and Connected Allen Community.

ATTACHMENT(S)

[Minutes](#)

ALLEN CITY COUNCIL

REGULAR MEETING

OCTOBER 24, 2023

Present:

Baine L. Brooks, Mayor

Allen City Council:

Chris Schulmeister, Mayor Pro Tem

Daren Meis

Tommy Baril

Dave Cornette

Dave Shafer

Ben Trahan

City Staff:

Eric Ellwanger, City Manager

Eric Strong, Deputy City Manager

Tim Dentler, Assistant City Manager

Rebecca Vice, Assistant City Manager

Shelley B. George, City Secretary

Teresa Warren, Director, Public and Media Relations

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 Allen City Council present, the Workshop of the Allen City Council was called to order by Mayor Brooks at 6:01 p.m. on Tuesday, October 24, 2023, in the Boardroom of the Allen ISD Professional Learning and Auxiliary Services Building, 610 E. Bethany Drive, Allen, Texas.

2. Discussion Items

2.1 Potential naming of library facilities.

2.2 Board and Committee terms and policies.

2.3 Updates from City Council Liaisons.

2.4 Questions on the Current Agenda.

3. Adjourn to Regular Meeting

With no further discussion, Mayor Brooks adjourned the Workshop of the Allen City Council at 6:57 p.m. on Tuesday, October 24, 2023, in the Boardroom of the Allen ISD Professional Learning and Auxiliary Services Building, 610 E. Bethany Drive, Allen, Texas.

Regular Meeting

1. Call to Order and Announce a Quorum is Present

With a quorum of the Allen City Council present, the Regular Meeting of the Allen City Council was called to order by Mayor Brooks at 7:05 p.m. on Tuesday, October 24, 2023, in the Boardroom of the Allen ISD Professional Learning and Auxiliary Services Building, 610 E. Bethany Drive, Allen, Texas.

2. Pledge of Allegiance

Councilmember Shafer led the Pledge of Allegiance. Mayor Brooks asked everyone to join him and the Allen City Council in a moment of silence.

3. Public Recognition

3.1 Presentation of Proclamations by the Office of the Mayor.

- Disability Employment Awareness Month
- Arbor Day

3.2 Presentation of the Shining Star Award by the Office of the Mayor.

- Awarded to two individuals for the selfless act of heroism for their actions in saving the life of another individual by performing CPR.

4. Council Vacancy

4.1 Declare a vacancy in the position of Councilmember Place 1 on the Allen City Council.

MOTION: Upon a motion made by Councilmember Cornette and a second by Mayor Pro Tem Schulmeister, the Council voted six (6) for, none (0) opposed and one (1) abstaining with Councilmember Meis abstaining, to declare a vacancy in the position of Councilmember Place No. 1 on the Allen City Council. The motion carried.

Councilmember Meis left the dais.

Council took a brief recess at 7:28 p.m. and reconvened at 7:31 p.m.

5. Citizens' Comments

- Council recognized a Scout from Troop 298 in attendance as a requirement for the Communication Merit Badge.
- Cher Kaufmann, 300 Lynge Drive, Allen, Texas, addressed the City Council.

6. Consent Agenda

MOTION: Upon a motion made by Councilmember Shafer and a second by Councilmember Cornette, the Council voted six (6) for and none (0) opposed to approve the Consent Agenda as follows:

6.1 Approve Minutes of the October 10, 2023, City Council Regular Meeting.

- 6.2 Authorize the City Manager to execute an agreement with Grantham and Associates, Inc., for the design of the Chelsea Boulevard Northbound Extension project for \$210,075.
- 6.3 Award bid and authorize the City Manager to execute agreements with Innovative Solution Advisors LLC, dba Stadium People, and Stadium People by Innovative for Guest Services and Security staffing at Credit Union of Texas Event Center and Parks and Recreation Department events as required for \$349,020 with options for two, one-year renewals.

The motion carried.

7. Regular Agenda

- 7.1 Conduct a Public Hearing and adopt an Ordinance to amend and restate the development regulations of Specific Use Permit No. 176 for a Medical Clinic relating to the use of a 3,586 square foot portion of a building located on Lot 2, Block A, of Lots 1 & 2, Block A, Stacy Village Addition, commonly known as 940 W. Stacy Road, Suite 110. [GTC Medical]

Mayor Brooks opened the public hearing.

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

ORDINANCE NO. 4045-10-23: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP AS PREVIOUSLY AMENDED BY AMENDING AND RESTATING THE DEVELOPMENT REGULATIONS OF SPECIFIC USE PERMIT NO. 176 FOR A MEDICAL CLINIC USE SET FORTH IN ORDINANCE NO. 3769-8-20 RELATING TO THE USE AND DEVELOPMENT OF 3,586± SQUARE FOOT PORTION OF A BUILDING LOCATED ON LOT 2, BLOCK A, OF LOTS 1&2, BLOCK A, STACY VILLAGE ADDITION, PRESENTLY ZONED PLANNED DEVELOPMENT NO. 92, SHOPPING CENTER “SC”; PROVIDING A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Upon a motion made by Mayor Pro Tem Schulmeister and a second by Councilmember Cornette, the Council voted six (6) for and none (0) opposed to adopt Ordinance No. 4045-10-23, as previously captioned, to amend Specific Use Permit No. 176 for medical clinic use. The motion carried.

- 7.2 Conduct a Public Hearing and adopt an Ordinance to amend and restate the development regulations of Specific Use Permit No. 179 for a Health and Fitness Center relating to the use of a 27,980 square foot building located on Block D, Lot 1R1, Bray Central One Addition, commonly known as 510 N. Watters Road. [CR Fitness Allen]

Mayor Brooks opened the public hearing.

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

ORDINANCE NO. 4046-10-23: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP AS PREVIOUSLY AMENDED BY AMENDING AND RESTATING THE DEVELOPMENT REGULATIONS OF SPECIFIC USE PERMIT NO. 179 FOR A FITNESS AND HEALTH CENTER USE SET FORTH IN ORDINANCE NO. 3810-2-21 RELATING TO THE USE AND DEVELOPMENT OF A 27,980± SQUARE FOOT BUILDING LOCATED ON LOT 1R1, BLOCK D, BRAY CENTRAL ONE ADDITION, PRESENTLY ZONED PLANNED DEVELOPMENT NO. 54, CORRIDOR COMMERCIAL “CC”; PROVIDING A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Upon a motion made by Councilmember Shafer and a second by Councilmember Trahan, the Council voted six (6) for and none (0) opposed to adopt Ordinance No. 4046-10-23, as previously captioned, to amend Specific Use Permit No. 179 for fitness and health center use. The motion carried.

8. Other Business

8.1 Calendar.

- October 23 – November 3 – Early Voting for the City of Allen 2023 Bond Election.
- November 7 – Election Day
- November 14 – Canvass of the Election, 7 p.m.

8.2 Items of Interest.

- Council wished Councilmember Shafer a happy birthday.
- Councilmember Shafer shared that Animal Services is hosting an open house on November 11 and Allen Recycles is on November 4.
- Councilmember Cornette shared that the Allen Heritage Guild Fall Fest was well attended.
- Councilmember Cornette encouraged the public to attend the Allen Americans home opener on October 28.
- Councilmember Baril announced the Allen Community Emergency Response Team (CERT) is looking for volunteers to help in training simulations on October 28.

Mayor Brooks recessed the Regular Meeting at 7:49 p.m. and announced the Executive Session.

9. Executive Session

In accordance with the Texas Government Code, the Allen City Council convened into Executive Session at 7:53 p.m. on Tuesday, October 24, 2023, in the Conference Room of the Allen ISD Professional Learning and Auxiliary Services Building, 610 E. Bethany Drive, Allen, Texas, in order to discuss matters pertaining to:

9.1 Personnel Pursuant to Section 551.074 of the Texas Government Code - Personnel

- **Discuss a vacancy in the position of Councilmember Place 1 on the Allen City Council and discuss appointment to fill such vacancy.**

The Executive Session adjourned at 8:12 p.m. on Tuesday, October 24, 2023.

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

The Allen City Council reconvened into the Regular Meeting at 8:14 p.m. on Tuesday, October 24, 2023, in the Boardroom of the Allen ISD Professional Learning and Auxiliary Services Building, 610 E. Bethany Drive, Allen, Texas. No action was taken on items discussed during the Executive Session.

10. Adjournment

Mayor Brooks adjourned the Regular Meeting of the Allen City Council at 8:14 p.m. on Tuesday, October 24, 2023.

These minutes were approved on the 14th day of November 2023.

APPROVED:

Baine L. Brooks, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE: November 14, 2023

AGENDA CAPTION: Approve minutes of the October 30, 2023, Special Called Joint Workshop of the Allen City Council and Economic Development Corporation.

STAFF RESOURCE: Shelley B. George, City Secretary

STRATEGIC PLANNING GOAL: Engaged and Connected Allen Community.

ATTACHMENT(S)

[Minutes](#)

**ALLEN CITY COUNCIL
SPECIAL CALLED JOINT WORKSHOP WITH THE
ALLEN ECONOMIC DEVELOPMENT CORPORATION
OCTOBER 30, 2023**

Present:

Allen City Council:

Baine Brooks, Mayor
Chris Schulmeister, Mayor Pro Tem
Daren Meis (absent)
Tommy Baril
Dave Cornette
Dave Shafer
Ben Trahan

Allen Economic Development Corporation:

Michael Schaeffer, President
Kristina Holcomb, Vice-President
Emad Siddiqi, Secretary
Brent Berg

City Staff:

Eric Ellwanger, City Manager
Eric Strong, Deputy City Manager
Tim Dentler, Assistant City Manager
Rebecca Vice, Assistant City Manager
Shelley B. George, City Secretary
Teresa Warren, Public and Media Relations Director
Rocio Gonzalez, Deputy City Secretary
Dan Bowman, CEO/Executive Director, Economic Development
David Ellis, Allen Economic Development Assistant Director
Marc Kurbansade, Community Development Director
Peter G. Smith, City Attorney

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

With a quorum of the Members present, the Allen City Council Special Called Joint Workshop with the Allen Economic Development Corporation was called to order by Mayor Brooks, in conjunction with President Schaeffer, at 6:00 p.m. on Monday, October 30, 2023, in the Multi-Purpose Room of the Allen Senior Center, 451 St. Mary Drive, Allen, Texas.

2. Review of Strategic Plan Goal #3 Regarding Economic Development.

3. Update on Downtown Development.

4. Update on Commercial Development in East Allen.

5. Items of Interest.

6. Adjournment.

Mayor Brooks, in conjunction with President Schaeffer, adjourned the Allen City Council Special Called Joint Workshop with the Allen Economic Development Corporation at 7:03 p.m. on Monday, October 30, 2023.

These minutes approved on the 14th day of November 2023.

APPROVED:

Baine L. Brooks, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE: November 14, 2023

AGENDA CAPTION: Adopt a Resolution casting 111 votes for Ms. Veronica Yost for election to the Board of Directors for the Collin Central Appraisal District.

STAFF RESOURCE: Shelley George, City Secretary

PREVIOUS COUNCIL ACTION: September 26, 2023 - Nominated Veronica Yost by Resolution No. 4039-9-23(R)

STRATEGIC PLANNING GOAL: Financially Sound and Transparent City Government.

BACKGROUND

In accordance with the Texas Property Code, Section 6.03, the Appraisal District's five directors are to be appointed by the taxing units that participate in the District. On September 26th, the City Council approved the nomination of Ms. Veronica Yost as a candidate for election to the board of directors. Candidates must be residents of the District for at least two years prior to beginning service on the Board. The City of Allen has 111 votes to cast. The proposed Resolution casts all 111 votes for Ms. Yost.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to adopt Resolution No. _____ casting all 111 votes of the City of Allen for Ms. Veronica Yost for election to the Board of Directors of the Collin Central Appraisal District Board.

ATTACHMENT(S)

[Resolution](#)
[CCAD Letter](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, CASTING THE OFFICIAL BALLOT FOR THE BOARD OF DIRECTORS FOR THE COLLIN CENTRAL APPRAISAL DISTRICT IN ACCORDANCE WITH SECTION 6.03(g) OF THE STATE PROPERTY TAX CODE; DIRECTING THE CITY SECRETARY TO NOTIFY INTERESTED PARTIES OF SAID ACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 26, 2023, the City Council adopted Resolution No. 4039-9-23(R) nominating Ms. Veronica Yost as a candidate to be a Director of the Collin Central Appraisal District; and,

WHEREAS, the City Council is required by the State Property Tax Code to cast votes for the Board of Directors of the Collin Central Appraisal District; and,

WHEREAS, said votes must be made in an open meeting and delivered to the Chief Appraiser before December 15, 2023; and,

WHEREAS, the City Council desires Veronica Yost to serve on the Board of Directors.

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

SECTION 1. The City Council casts all 111 votes for Veronica Yost to become a member of the Collin Central Appraisal District Board of Directors.

SECTION 2. The City Council directs the City Secretary to forward a certified copy of this Resolution to the Collin Central Appraisal District and notify all other appropriate parties of this action.

SECTION 3. This Resolution shall take effect immediately upon its passage.

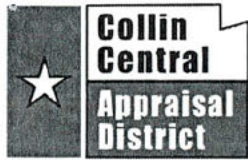
DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 14TH DAY OF NOVEMBER 2023.

APPROVED:

Baine L. Brooks, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY



Collin Central Appraisal District

July 27, 2023

To: Collin Central Appraisal District taxing entities

From: Marty Wright, Chief Appraiser

RE: Election of Collin Central Appraisal District Board of Directors

Ladies and Gentlemen,

The purpose of this letter is to provide an overview of the election process, and provide a detailed timeline for each phase for taxing entity appointed Board of Director's members. The process for electing the District's Board of Directors is outlined in the Texas Property Tax Code (TPTC) § 6.03. The deadline dates for the election are statutory and controlled by TPTC § 6.03.

On July 24, 2023, Governor Greg Abbott signed Senate Bill 2 into law which has added TPTC § 6.0301. In accordance with the new section, the District's Board of Directors makeup has changed significantly. The Legislature has seen fit to increase the total number of directors from five (5) appointed and one non-voting tax assessor-collector director, to nine (9) total directors.

Starting January 1, 2024 the Board of Directors will include three (3) publicly elected directors in addition to the five (5) appointed directors which are still elected by the taxing units that participate in the Appraisal District. Each taxing unit may nominate one to five board candidates. Appointed directors will begin four-year terms on January 1st of even-numbered years, and elected directors will begin four-year terms on January 1st of odd-numbered years. Another significant change in this new section is that the tax assessor-collector is now an ex officio member. The bill is unfortunately not clear as to whether or not the tax assessor-collector is a voting director, but with nine (9) directors, we must assume until further notice, that they will be allowed to vote to avoid tie votes.

CALENDAR OF EVENTS FOR APPOINTED MEMBERS ON JANUARY 1, 2024

Title of Event: Allocation of Votes

Deadline: Before October 1st, (September 29, 2023)

Action: Calculate the number of votes for each entity and notify the county judge, commissioners of the county, and presiding officers for cities, towns, school districts and college district.

Responsible for Action: Chief Appraiser

Tax Code: 6.03 (e)

Summary of Action: There are 5,000 total votes to be distributed based on tax levy. Each taxing unit's vote allocation is based on their tax levy compared to the grand total levy for all taxing units. Each taxing unit's vote allocation will be delivered to the taxing unit in late-September.

Example: If a taxing unit's tax levy calculates to be 10% of the grand total levy for all taxing units, the taxing unit would be allocated 500 votes.

Title of Event: Nomination of Candidates

Deadline: Before October 15th, (since October 14th is a Saturday the deadline will shift to next business day). **Deadline for delivery of nominating Resolution, received by the Chief Appraiser, is end-of-day October 16, 2023.**

Action: Nominate up to one (1) candidate for each position to be filled on the Board of Directors. All five (5) of the board positions are included in this election, therefore each taxing unit can nominate a maximum of five (5) candidates.

Responsible for Action: Governing body of each entity and entity's presiding officer.

Tax Code: 6.03 (g)

Summary of Action: A taxing unit's nomination(s) by written Resolution can be submitted at any time, as long as it is received by the Chief Appraiser by end-of-day October 16, 2023. The Resolution must include the name and address of each candidate nominated. To be eligible to serve on the board, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date they take office.

Note: This is the nominations part of the process and the written Resolution associated with this phase of the election should only include nominations of candidates.

Title of Event: Delivery of Ballots

Deadline: Before October 30th, (Since October 29th is a Sunday, the deadline will shift to the next business day.) **Deadline for delivery of ballots is end-of-day October 30, 2023.**

Action: Prepare and deliver a ballot listing the candidates whose names were timely submitted by a taxing unit.

Responsible for Action: Chief Appraiser

Tax Code: 6.03 (j)

Summary of Action: The Chief Appraiser will deliver a ballot listing the candidates, with their names sorted alphabetically by surname, to the presiding officer for each taxing unit. Additionally, each ballot will list the taxing unit name and their vote allocation. The ballots will be mailed the third week of October.

Title of Event: Taxing Units Cast Their Votes

Deadline: Before December 15th, (December 14, 2023). **Deadline for delivery of voting Resolution, received by the chief appraiser, is end-of-day December 14, 2023.**

Action: Taxing unit determines its votes in public session by Resolution.

Special Action (Tax Code Amendment): Taxing Units with 5% or more of the total votes MUST determine its votes by Resolution adopted at the FIRST or SECOND OPEN meeting of the governing body held after the Chief Appraiser delivers the ballot and the Resolution must be submitted to the chief appraiser not later than the THIRD day following the date the Resolution was adopted. Taxing units with 250 or more votes are affected by this Tax Code change.

Responsible for Action: Governing of each entity and entity's presiding officer.

Tax Code: 6.03 (g), 6.03 (k and k-1 effective 1-1-2022)

Summary of Action: The governing body of each taxing unit entitled to vote shall determine its vote by Resolution. If an entity marks their votes next to the nominees name on the Ballot received from the Chief Appraiser, the marked Ballot must have an accompanying Resolution adopted in a public meeting determining the tax unit's votes. The Resolution adopted in an open meeting of the taxing unit, or a copy of marked Ballot accompanied by the taxing unit's voting Resolution must be received by the Chief Appraiser by end-of-day December 14, 2023. Taxing units with 250 or more votes, please refer to the "Special Action (Tax Code Amendment)" section above concerning the deadlines for adopting your vote Resolution and submitting the Resolution to the Chief Appraiser.

Title of Event: Election Results

Deadline: Before December 31st, (December 30, 2023)

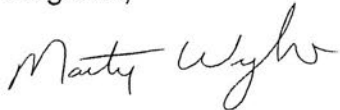
Action: Count the votes and declare the five (5) candidates who receive the largest cumulative vote totals elected to a four-year term, beginning January 1, 2024.

Responsible for Action: Chief Appraiser

Tax Code: 6.03 (k)

Summary of Action: The Chief Appraiser will submit the election results before December 31, 2023 to each taxing unit and to the candidates.

Regards,



Marty Wright, CCA, RPA
Chief Appraiser

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE: November 14, 2023

AGENDA CAPTION: Authorize the City Manager to execute an Interlocal Agreement with Denton County Transportation Authority (DCTA) for the provision of Demand Response Transportation Services for the elderly and disabled.

STAFF RESOURCE: Jason Cooley, Executive Director of Community Development

STRATEGIC PLANNING GOAL: Financially Sound and Transparent City Government.

BACKGROUND

The City of Allen is currently operating under an Interlocal Agreement with Dallas Area Rapid Transit (DART) for demand transportation program. The program serves Collin County residents of Allen who are 65 years of age or older or who have a disability. The City of Allen has provided funding to support the operation of this service since 2016 and has determined that the service is beneficial to Allen citizens.

In October 2023, DART notified the City of its intent to discontinue service as of January 31, 2024. Denton County Transit Authority (DCTA) was approached by the North Central Texas Council of Governments (NCTCOG) to continue providing the contracted service for the residents of the City of Allen. DCTA is willing to undertake the service within the terms of this agreement and other agreements with NCTCOG with the understanding of the City's intent to consider future membership in DCTA due to the benefits of public transportation to the residents of the City. The term of this agreement shall begin on February 1, 2024, and terminate at midnight on September 30, 2025.

BUDGETARY IMPACT

The Allen Community Development Corporation has approved funding of \$250,000 annually for Demand Response transportation service for FY2024.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion authorizing an Interlocal Agreement with Denton County Transportation Authority for the provision of Demand Response Transportation Services.

ATTACHMENT(S)

[Agreement](#)

STATE OF TEXAS §
§ **INTERLOCAL AGREEMENT FOR PUBLIC**
§ **TRANSIT SERVICE**
COUNTY OF DENTON §

This Interlocal Agreement for Public Transit Service (the “Agreement”) is made by and between Denton County Transportation Authority (“DCTA”), a Texas local government corporation organized and existing pursuant to Subchapter D of Chapter 460 of the Texas Transportation Code and the City of Allen, Texas (“City”), a Texas municipal corporation whose address is 305 Century Parkway Allen, Texas 75013, (collectively, referred to as the “the Parties” or individually, as a “Party”).

RECITALS

WHEREAS, Dallas Area Rapid Transit (“DART”) began a demand responsive transportation program within Collin County that is available to residents of the City who are 65 years of age or older or who have a disability (the “Service”); and

WHEREAS, the City has provided funding to support the operation of this Service since 2016 and has determined that the Service is beneficial to residents of the City; and

WHEREAS, DART notified the City of its intent to discontinue service as of October 1, 2023; and

WHEREAS, DCTA was approached by the North Central Texas Council of Governments (“NCTCOG”) to continue providing the contracted service for the residents of the City (the “Program”); and

WHEREAS, DCTA is willing to undertake the Service within the terms of this Agreement and other Agreements with NCTCOG with understanding of the City’s intent to consider future membership in DCTA due to the apparent benefits of public transportation to the residents of the City; and,

WHEREAS, the City may modify the amount that the City’s residents pay for the Service through this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions set forth herein, the mutual benefits to each Party, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Term and Termination

1.01. The term of this Agreement shall begin on the 1st day of February 2024, and terminate at midnight on the 30th day of September 2025, unless earlier terminated as herein provided (“the Term”). Ninety days prior to the expiration of the Term of this Agreement, the Parties may mutually agree to extend the Term of Service for one additional one-year Term until

the 30th day of September 2026. Notwithstanding the foregoing to the contrary or any other termination provisions contained herein, either Party may terminate this Agreement by giving the other Party one-hundred twenty (120) calendar days advanced notice of termination. However, in the event that the Agreement between DCTA and the NCTCOG is terminated for any reason, DCTA reserves the right to terminate this Agreement by giving the City 30 calendar days of advance notice of termination.

1.02. In the event that either Party shall fail to perform any of their respective material obligations under this Agreement, the non-defaulting Party shall have the right to terminate this Agreement if the defaulting Party has not cured any such failure to perform within thirty (30) calendar days following written notice by non-defaulting Party of such failure.

1.03. In the event that the City fails to make any payment required by Section 4.04 of this Agreement, DCTA shall have the option, at its sole discretion, to suspend such Service within the City.

1.04. If program costs are greater than the City's Not to Exceed amount as set forth in Exhibit "A," such additional costs above the Not to Exceed Amount shall be the responsibility of the City.

2. Service Description

2.01. Service includes weekday contract dedicated service as operated by DCTA contractors.

2.02. The Service shall be available to residents of the City who are 65 years of age or older or who have a qualifying disability as defined by the Program and who have no access to alternative private or public transportation.

2.03. Eligible users of the Service provided under this Agreement will be required to pay a fare per trip. DCTA will charge users on a per trip basis as follows:

- \$1.85 per mile
- \$0.18 per minute
- \$3.49 drop fee
- \$2.00 per personal care attendant

DCTA and the City may mutually agree to revise this fare structure once per 12 months. Any such fare modifications would take effect on a date mutually agreed upon by DCTA and the City.

2.04. Eligible users of the Service shall be required to schedule ride requests and rides will be available between the hours of 6:00 am and 6:00 pm on Monday through Friday, except holidays. Eligible users may book rides no earlier than one (1) week prior and no later than 24 hours prior to their requested ride.

2.05. The service area shall be comprised of the limits of Collin County, including locations on the DART network within Collin County. Trips must either begin or end within the City.

2.06. Users of Service who fail to cancel a previously scheduled or regularly scheduled trip at least one hour in advance of the pickup time shall pay a fee in an amount as required by DCTA, up to the full cost of the fare calculated for the missed trip. Such users may also be subject to DCTA administrative procedures defined by the Program up to and including suspension or removal from the service due to repeated cancellations or “no show” trip bookings.

3. DCTA Duties and Responsibilities

3.01. DCTA shall cause a contractor to provide the Service, including vehicles, drivers, supervisors, call center and scheduling staff, and any other staff or services required to provide the Service.

3.02. DCTA may cause its contractor to clean, fuel and otherwise maintain any vehicles needed to provide a dedicated service.

3.03. DCTA may cause a taxi or other transportation service to provide transportation services, technology, software or other services, supplies, or equipment necessary to operate a user transportation assistance program.

3.04. DCTA shall be responsible for the call center, customer information, complaint resolution, data collection, accounting, passenger ridership, invoicing, reconciliation of all invoices, and payment of contractors and suppliers.

3.05. DCTA shall provide the City with information regarding ridership performance of the Service, and number of users, within thirty (30) calendar days of receipt of such information from the contract provider.

3.06. DCTA shall convene quarterly meetings with the City staff to discuss the performance of the Service.

3.07. DCTA shall send the City and NCTCOG monthly invoices specifying the respective amounts owed by the City and NCTCOG for the previous month of service.

4. City’s Duties and Responsibilities

4.01. The City shall allow DCTA to operate the Service on City streets including contract dedicated service or taxi services.

4.02. The City shall assist in marketing and communications of Service to residents, using the City’s website, resident newsletters, or other methods of communication controlled by the City to inform residents about the Service.

4.03. The City shall convene a working group consisting of NCTCOG, NCTCOG consultants, and DCTA to prepare a City of Allen Public Transportation Service and Financial Plan (the “Plan”), the scope of which shall be agreed upon by the participants. The Plan shall consider public transportation needs in the City of Allen and how those relate to the City’s economic development, demographic projections, financial projections, city master planning, and the ridership data generated from the service since its inception in 2016. The Plan shall also consider the results of the NCTCOG Collin County Transit Study, completed in 2021. All costs for the Plan shall be the responsibility of the City. The outcome of the Plan shall be a projection of future public transportation service requirements, modes, resources required, financial cost model, and funding scenarios that provide a framework for the City to become a member of DCTA.

4.04. Commencing March 1, 2024, and on the first day of every month thereafter during the Term hereof, the City shall pay DCTA the City’s share of the Service. The City’s share of Service shall be calculated as the total direct costs of the service for the month as calculated below, by category, plus a 69% administrative fee added to those direct costs. Then, is the services are billed to the City and NCTCOG on a proportionate share basis.

Total direct costs (Wheelchair Accessible (WAV) Taxis) = number of Service vehicles X Service vehicle hourly rate X number of Service hours + booking and other applicable fees.

Total direct costs (Lyft Service) = total trip costs + booking and other applicable fees

4.05. The City shall remit payment to the following address:

Denton County Transportation Authority Accounts Receivable
P.O. Box 96
Lewisville, Texas 75067

The total of monthly payments for each year shall not exceed the total Not-To-Exceed amount shown in Exhibit “A.” Any payments made under this Agreement shall be made from revenues currently available to the Parties. The provisions of Chapter 2251 of the Texas Government Code shall apply to payments under this Agreement. The amount due hereunder is subject to change in the event that the City requests a change in the program or DCTA grant funds are depleted.

5. Joint Marketing and Communications. The Parties acknowledge that marketing and communications regarding the Service may require the use of marks and logos that are owned by each of the Parties. The Parties agree to such limited use of their individually owned or registered marks, logos, and trade names in connection with providing and promoting the Service under this Agreement. Any right to use such marks and logos shall terminate upon the termination or expiration of this Agreement.

6. Force Majeure. DCTA shall at all times use reasonable commercial efforts to provide or

cause the Service to be provided continuously, however, DCTA does not warrant or guarantee uninterrupted Service and shall not be liable for any special, direct or consequential damages relating to or arising from an interruption in the Service. The obligations of the Parties to perform under this Agreement shall be suspended to the extent that either or both are unable to perform as a result of causes beyond the respective Party's reasonable control and without such Party's fault or negligence, including but not limited to, equipment breakdown, accidents, acts of nature and governmental action. In such event, the affected Party shall use reasonable efforts to eliminate the cause as quickly as possible.

7. Planning. DCTA shall provide a projected pricing schedule for continuation of the Service beyond the Term. The City shall notify DCTA in the event that, prior to July 1, 2025, the City has determined not to continue funding for the Service after September 30, 2025.

8. Audit and Retention of Records. Any Party shall have the right to request an audit of another Party's records related to the operation of the Service. The Parties shall retain adequate records for auditing purposes for a period of three years after final payment hereunder.

9. Indemnifications

9.01. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending and otherwise handling and managing liability and potential liability pursuant to this Agreement; each Party hereto reserves and does not waive any defense available at law or in equity; any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstances arising under this Agreement; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party; neither Party shall be held legally liable for any claim or cause of action arising pursuant to or out of the services provided under this Agreement, except as specifically provided by law.

9.02. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to the Parties or to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

9.03. In the event of joint or concurring negligence or fault of both Parties, liability, if any, shall be apportioned comparatively in accordance with the law of the State of Texas. The provisions of this section are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity, nor limit the right of DCTA or the City to assert any governmental immunity defense to any claim of another Party or entity. The provisions of this section shall survive termination or expiration of this Agreement.

10. Miscellaneous Provisions.

10.01. Notices. Any notice by any Party shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by United States mail, certified, return receipt requested, in a postage paid envelope addressed to the Parties as set out below:

If intended for DCTA:

Paul Cristina
Chief Executive Officer
DCTA
1955 Lakeway Drive, Suite 260
Lewisville, Texas 75067
Phone: 972-221-4600

With Copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201
Phone: 214-965-9900

If intended for the City:

With Copy to:

City of Allen
Attn: Eric Ellwanger
City Manager
305 Century Parkway
Allen, Texas 75013
Phone: 214-509-4100

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201
Phone: 214-965-9900

A Party may designate another address by giving notice thereof to the other Parties.

10.02. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. There shall be no third-party beneficiaries of this Agreement.

10.03. Fiscal Funding. The City is a political subdivision of the State of Texas (or creation thereof). The City shall have the right, upon the failure of the governing body of the City to appropriate sufficient finances to fund this Agreement, to terminate this Agreement as of the effective date of such lack of fiscal funding. When exercising this right, the City shall give notice to DCTA of any such failure of funding within thirty (30) calendar days of the ordinance passage.

10.04. Construction and Drafting. The paragraph headings in this Agreement are intended for convenience only and shall not be taken into consideration in the construction or interpretation of this Agreement. Whenever used herein, unless the context otherwise provides, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders. Both Parties have participated in the drafting hereof and accordingly no party shall be given credit therefor in the interpretation of this Agreement.

10.05. Partial Invalidity. Any portion of this Agreement being declared by law to be invalid shall not invalidate the remaining provisions which shall remain in full force and effect.

10.06. Merger and Amendment. This instrument constitutes the entire agreement of the Parties with respect to matters contemplated herein, and it may be modified or amended only in writing, signed by all Parties hereto and in accordance with the terms hereof.

10.07. No Partnerships or Joint Enterprise. It is mutually understood and agreed that this Agreement is intended by the Parties to establish only an independent contractual relationship and is not intended to create a partnership or joint venture between the Parties.

10.08. Use of Contractors. Nothing in this Agreement shall prevent a Party from using a contractor or agent to perform the duties and responsibilities contemplated by this Agreement.

10.09. Assignment. No Party may assign its rights and obligations or either under this Agreement, in whole or in part, without first obtaining the prior written consent of the other Party, which consent may be withheld for any reason. No assignee or successor may further assign, in whole or in part, its rights and obligations without prior written consent of the other Party to this

Agreement at the time of further assignment.

10.10 Entire Agreement. The recitals and exhibits to this Agreement are incorporated herein for all purposes. This Agreement constitutes the entire agreement with respect to the subject matter hereof. In the event of conflict between the exhibits and this Agreement, the terms of this Agreement shall prevail.

(signature page shall follow)

EXECUTED this _____ day of _____, 2023.

Denton County Transportation Authority

By: _____
Paul A. Cristina, Chief Executive Officer

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., General Counsel
(07-21-2023: ND 4887-4988-2737)

EXECUTED this _____ day of _____, 2023.

City of Allen

By: _____
Eric Ellwanger, City Manager

EXHIBIT “A”

Table below reflects funding available via NCTCOG with RTC Action on July 13, 2023. Total program amount is anticipated to cover a base 2-year period plus optional third year depending on fund availability.

		TOTAL	FTA5310	RTC Local	CITY / TOWN LOCAL
		\$ 1,647,750	\$ 600,000	\$ 300,000	\$ 747,750
Allen	90%	\$ 1,482,975	\$ 540,000	\$ 270,000	\$ 672,975
Fairview	10%	\$ 164,775	\$ 60,000	\$ 30,000	\$ 74,775

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE:	November 14, 2023
AGENDA CAPTION:	Authorize the City Manager to execute a First Modification of the Memorandum of Understanding (MOU) with the North Texas Municipal Water District (NTMWD), Cities of Allen, Frisco, McKinney, Plano, and Richardson regarding the Amended and Restated Regional Composting Program Interlocal Agreement.
STAFF RESOURCE:	Steve Massey, Community Services Director
PREVIOUS COUNCIL ACTION:	March 22, 2016 - Approval of the most recent MOU.
STRATEGIC PLANNING GOAL:	Financially Sound and Transparent City Government.

BACKGROUND

The five-member cities in the North Texas Municipal Water District's (NTMWD) solid waste system are Plano, Richardson, McKinney, Frisco, and Allen. Before the NTMWD composting program was implemented, Allen's yard waste was transported by Community Waste Disposal to a commercial composting facility located in Plano. However, on October 24, 2003, the solid waste system members agreed to NTMWD awarding a composting contract under an Interlocal Agreement (ILA) with the City of Plano to perform composting operations. Under the agreement, Plano would expand their ongoing composting program that only served Plano to accommodate the yard waste and composting needs of all five cities.

The member cities then executed a Memorandum of Understanding (MOU) concerning the program's operation.

After construction to support composting was made at the Custer Road Transfer Station (CRTS), the City of Plano began accepting residential yard waste and compostable materials at the CRTS on December 1, 2004.

On April 28, 2016, an Amended and Restated Regional Composting ILA was executed between the NTMWD and Plano. At that time, this ILA was extended for one ten (10) year period with one ten-year additional extension. All five member cities agreed to this amended ILA.

In March of 2023, Plano indicated that without an increase in the composting drop-off charge, they could not continue to operate the five-city composting program past the end of FY23. This was because they had cumulatively lost over \$1.6 million since 2016. However, at the same time, they proposed to continue the program with a disposal cost increase that would allow the program to break even.

Several months of negotiations took place on restructuring the NTMWD-Plano ILA and the Five-City MOU. During these negotiations, the cities of Frisco, Allen, and McKinney awarded a contract to a professional services consultant to quickly develop a request for proposal (RFP) for commercial

composters to begin the composting operation. Two (2) vendors submitted composting proposals that the consultant compared to the requested Plano disposal cost adjustment.

In their final report, the consultant concluded that including the proposed Plano compost charge increase, "...the low-cost alternative for the City of Allen is to remain at the City of Plano facility...."

At this point, Plano, Richardson, Frisco, and Allen are continuing with the Plano program at an increased compost drop-off charge. This is because these four cities all concluded the revised Plano program to be a lower-cost alternative than contracting with a commercial composting entity. However, McKinney is located close to one commercial proposer, so their disposal cost is less expensive for compostables delivered by their waste services contractor to the commercial composting facility. On the negative side for McKinney, the commercial facility's residential drop-off program cost is significantly higher than the Plano program's cost for residential drop-off at the CRTS. Presently, McKinney intends to stay with the program as a full member until at least January 2024, at which time they may contract with a commercial composting operation for their weekly contractor-collected yard waste services. McKinney also has a contingency to stay with the Plano program and not go with the apparent lower bidder. In either case, McKinney plans to allow its residents to use the CRTS for residential compostable drop-off due to the higher fee for residential drop-off charged at the commercial composter's location.

The NTMWD Board will approve an amendment to the Amended and Restated Regional Composting ILA to adjust fees as Plano requested. The NTMWD Board of Directors will also approve the revised NTMWD-Plano ILA. The new MOU allows McKinney to be a full member of the composting program until December 2023 and, at that point, drop out if they desire. McKinney may also remain a full member, just like the other four cities, if their commercial composting negotiations fail.

BUDGETARY IMPACT

The compost fee charged for both Community Waste Disposal to drop off the residential compostables and for residential compostable drop-off at the CRTS was \$27.57 per ton in FY23. Under the revised program cost, the fee becomes \$37.95 per ton in FY24. Based on Allen's anticipated tonnage of composting in FY24, the expense difference is about \$55,000 additional composting expense in FY24. This additional amount was provided for in the approved FY24 Solid Waste Fund's budget.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to approve a first modification of the MOU with the North Texas Municipal Water District and the member cities regarding the Regional Composting Program.

ATTACHMENT(S)

[First Modification of MOU](#)
[NTMWD Letter](#)
[Current MOU](#)

First Modification of
Memorandum of Understanding Between North Texas Municipal Water District,
Cities of Allen, Frisco, McKinney, Plano, and Richardson
Regarding
Amended and Restated Regional Composting Program Interlocal Agreement

THIS FIRST MODIFICATION OF Memorandum of Understanding (hereinafter "First Modification") is by and between the **NORTH TEXAS MUNICIPAL WATER DISTRICT** (hereinafter "NTMWD") and the **CITIES OF ALLEN, FRISCO, MCKINNEY, PLANO, and RICHARDSON** (hereinafter, each referred to as a "Member City" and collectively as "Member Cities").

WITNESSETH:

WHEREAS, NTMWD and Member Cities entered into that certain "Memorandum of Understanding Between North Texas Municipal Water District, Cities of Allen, Frisco, McKinney, Plano, and Richardson Regarding Amended and Restated Regional Composting Program Interlocal Agreement" effective on April 28, 2016 (hereinafter "MOU") to enhance the existing long-term regional composting program with continued, cost effective composting services ("Program") that provide for efficient processing and transport of yard trimming materials from a NTMWD compost program facility site and back to market as finished product (currently branded Texas Pure Products ("Products")), thereby increasing water conservation and water quality in local creeks, streams, and lakes through reducing storm water impacts; and

WHEREAS, NTMWD and Member Cities desire to amend such MOU in certain respects as set forth herein in this First Modification.

NOW THEREFORE, the MOU is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the MOU shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this First Modification and the MOU, priority of interpretation shall be in the following order: First Modification, MOU. In consideration of the foregoing, and for other good and valuable consideration, the parties hereto agree as follows:

I.

Beginning on the effective date of this First Modification and continuing through the remaining term of the MOU, **Section I. NTMWD Responsibilities, paragraph 3** is hereby modified to read in its entirety as follows:

"3. Within sixty (60) days after NTMWD receives a compost rebate from the Texas Commission on Environmental Quality ("**TCEQ**"), NTMWD will deliver the compost rebate, if any, to Plano to be used by Plano solely as a revenue source for offsetting the costs associated with operating the Program. However, for the TCEQ fiscal quarter beginning on September 1, 2023 and ending on November 30, 2023, the compost

rebate earned during the month of September 2023 will be distributed to the Member Cities based upon each Member Cities' percentage (by weight per the monthly compost invoice) delivered to one of NTMWD's compost program facilities, such facilities being set forth in the Amended Agreement, of "Acceptable Material" as that term is defined in the Amended Agreement."

II.

Beginning on the effective date of this First Modification and continuing through the remaining term of the MOU, **Section II. Member City Responsibilities, subsection A. Plano, paragraph 2**, is hereby modified to read in its entirety as follows:

"2. Plano will maintain and advance operational efficiencies during the term of the Amendment to insure long-term financial sustainability. In addition, Plano will provide to the Member Cities the "Profit-Revenue Share" component as set forth in the Amended Agreement to provide additional financial benefits to the Member Cities."

III.

Beginning on the effective date of this First Modification and continuing through the remaining term of the MOU, **Section II. Member City Responsibilities, subsection B. All Member City (including Plano), paragraph 1**, is hereby modified to read in its entirety as follows:

"1. Except as described in this section, the Member Cities at "Full Participation" agree to ensure all Acceptable Material, as defined in the Amended Agreement, will be collected as part of each Member City's municipal collection program and will be delivered to an NTMWD compost program facility, said facilities being as set forth in the Amended Agreement. "Full Participation," as used in this section, means the Member City utilizes the Custer Road Facility for both deposits of curbside collected yard debris and residential drop off. In addition, the Member Cities agree to ensure all collected Acceptable Material delivered to an NTMWD compost program facility are free of all non-compostable materials including but not limited to: plastic, glass, metal, tape, nylon twine/cord, rock, brick or dirt. A Member City shall not be required to deliver all Acceptable Material to an NTMWD compost program facility in the following circumstances:

- a. During and immediately following Emergency Surges. "Emergency Surges" are defined as short periods of excessive generation of compostable material following unusual events, such as, by way of example only, large storms, such that it is impracticable to timely accept or process the compostable material and impracticable for the Member Cities to store the compostable material until

Plano can accept the material. In the event that a Member City is affected by an Emergency Surge, the Member City affected shall notify NTMWD and Plano as soon as practicable, and shall provide to NTMWD and Plano within three (3) business days following said notice, a plan for disposing of the excess compostable material, which may include delivering the excess compostable material to a non-NTMWD facility, and for returning to regular delivery of Acceptable Material as soon as practicable.

- b. When Plano is not able to accept Acceptable Material at the NTMWD compost program facility nearest the Member City because that NTMWD compost program facility has reached its maximum daily waste acceptance rate, as determined by NTMWD, for that day.
- c. If a Member City chooses to Participate Partially or withdraws from the Program, the Member City must provide advance written notice to Plano and NTMWD. In order to withdraw from the Program, or to Partially Participate in the Program, the Member City shall provide Plano and NTMWD with at least ninety (90) days' advance written notice. In the event a Member City withdraws from the Program or Partially Participates in the Program, that Member City may re-enter the Program by providing Plano and NTMWD at least one hundred twenty (120) days' advance written notice, to allow Plano to resource accordingly. "Partial Participation" means that only the Member City's residents utilize the Custer Road Facility, and only for drop off of yard debris.
 - i. Beginning on the Effective Date of this First Modification, and ending on December 31, 2023, notwithstanding the requirement in Section II. Member City Responsibilities, sub-section B, paragraph 1 to ensure that all Acceptable Material, as defined in the Amended Agreement, will be collected as part of each Member City's municipal collection program and will be delivered to an NTMWD compost program facility, the City of McKinney shall be allowed, but not required, to deliver some, all, or none, of its Acceptable Material to be delivered to an NTMWD compost program facility.
 - ii. Beginning on January 1, 2024, McKinney shall be a Partial Participant in the Program with the right of re-entry into the Program as hereinabove provided.

IV.

The following miscellaneous provisions are a part of this First Modification:

1. Except as specifically amended herein, all provisions of the MOU shall remain unchanged and in full force and effect and exist as if set forth herein in their entirety.
2. In the event of any conflict or inconsistency between the MOU and this First Modification, the terms of this First Modification shall control.
3. All terms defined in the MOU shall have the same meaning in this First Modification.
4. The effective date of this First Modification shall be October 1, 2023, even if fully executed after October 1, 2023.

IN WITNESS WHEREOF, the parties hereto acting under the authority of their respective governing bodies have caused this First Modification to be duly executed in multiple counterparts, each of which shall constitute an original.

NORTH TEXAS MUNICIPAL WATER DISTRICT

By: _____
 Jennafer P. Covington
 Executive Director/General Manager

Date: _____

CITY OF ALLEN, TEXAS

By: _____
 Eric Ellwanger
 City Manager

Date: _____

APPROVED AS TO FORM:

 PETER G. SMITH, CITY ATTORNEY

CITY OF FRISCO, TEXAS

Date: _____

By: _____
Wesley S. Pierson
City Manager

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF MCKINNEY, TEXAS

Date: _____

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF PLANO, TEXAS

Date: _____

By: _____
Mark D. Israelson
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

CITY OF RICHARDSON, TEXAS

By: _____
Don Magner
City Manager

Date: _____

APPROVED AS TO FORM:

PETER G. SMITH, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2023 by Jennafer P. Covington, Executive Director/General Manager of the **NORTH TEXAS MUNICIPAL WATER DISTRICT**, on behalf of said district.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2023 by _____, (*Authorized representative*) _____ (*Title*) of **CITY OF ALLEN, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2023 by **WESLEY S. PIERSON**, City Manager of **CITY OF FRISCO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2023 by _____, (*Authorized representative*) _____ (*Title*) of **CITY OF MCKINNEY, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2023 by **MARK D. ISRAELSON**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2023 by Don Magner as City Manager of **CITY OF RICHARDSON, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas



Regional. Reliable. Everyday.

October 20, 2023

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

Wes Pierson
City Manager
City of Frisco
6101 Frisco Square Boulevard
Frisco, Texas 75034

Paul Grimes
City Manager
City of McKinney
P.O. Box 517
McKinney, Texas 75070

Mark Israelson
City Manager
City of Plano
P.O. Box 860358
Plano, Texas 75086

Don Magner
City Manager
City of Richardson
P.O. Box 830309
Richardson, Texas 75083-030

Re: Request Agreement with Modifications and Intent to Proceed with Authorization to Execute First Modification of Interlocal Cooperation Agreement Between North Texas Municipal Water District and the City of Plano, Texas for Amended and Restated Regional Composting Program and First Modification of Memorandum of Understanding Between North Texas Municipal Water District, Cities of Allen, Frisco, McKinney, Plano, and Richardson Regarding Amended and Restated Regional Composting Interlocal Agreement

Dear City Managers:

As you know, discussions have been ongoing between staff of the Regional Solid Waste System Member Cities (collectively "Member Cities," and individually each a "Member City") and North Texas Municipal Water District ("NTMWD") regarding the future of the compost program. This included proposed modifications to the fee structure to reflect actual costs for Plano to operate the program. I am pleased to report that the Member Cities and NTMWD staff have agreed on modifications to the Composting Program Interlocal Cooperation Agreement between the City of Plano and NTMWD, and the accompanying Memorandum of Understanding between the Member Cities and NTMWD. Both of the proposed modified documents are attached and highlights of the proposed modifications are noted below.

Interlocal Cooperation Agreement

- The yard waste processing fee increases from \$27.57 per ton in FY2023 to \$35.80 per ton in FY2024 for full participation of all five Member Cities and \$37.95 per ton for full participation of less than all five Member Cities. The processing fee for food waste disposal at the 121 Regional Disposal Facility will decrease from \$8.89 per ton in FY2023 to \$7.50 per ton in FY2024.
- Rates will be adjusted annually to meet Plano's anticipated financial needs of the compost program but will not exceed the greater of 3.5 percent of the prior year rate or the percentage increase in the September Consumer Price Index for All Urban Consumers in the Dallas Fort Worth metropolitan area compared to the prior September.
- Effective October 1, 2023, Plano will receive 100 percent of the TCEQ quarterly compost rebate instead of all five Member Cities sharing based on the percentage of yard waste tons delivered to the compost program.
- Profit/Revenue share component will continue.
- Retroactively effective October 1, 2023 when executed.

Memorandum of Understanding

- Clarifies that compost rebate for September 1, 2023 through September 30, 2023 will be distributed to all five Member Cities based on each Member Cities' percentage by weight delivered to the compost

Regional Service Through Unity...Meeting Our Region's Needs Today and Tomorrow

Letter to Regional Solid Waste System City Managers
October 20, 2023
Page 2

- program.
- Defines "Full Participation" as Member City utilizes Custer Road Facility for both deposits of curbside collected yard debris and residential drop off of yard debris.
- Defines "Partial Participation" as only the Member City residents utilize the Custer Road Facility for drop off of yard debris.
- For a Member City to withdraw from Full Participation, requires Plano and NTMWD be provided at least ninety (90) days' advance written notice to allow Plano to resource accordingly.
- For a Member City to re-enter the compost program under "Full Participation" requires Plano and NTMWD be provided at least one hundred twenty (120) day's advance written notice.
- From October 1, 2023 through December 31, 2023, McKinney will be allowed to deliver some, but not obligated to deliver all, of its yard debris to a NTMWD compost facility.
- Beginning January 1, 2024, McKinney will be a Partial Participant until providing re-entry notice.
- Retroactively effective October 1, 2023 once executed.

NTMWD will place these modifications on the agenda of our November 16, 2023 Board of Directors meeting for authorization to execute and due to the significance of the modifications ask you acknowledge these modifications are acceptable and agree to proceed with execution of the appropriate documents. If acceptable to you, prior to end of day November 8, 2023, kindly sign below and email the acknowledgement page to Jeff Mayfield at jmayfield@ntmwd.com. If you have any questions or comments regarding this, please do not hesitate to contact me or Jeff Mayfield at (469) 626-4327 or his email address noted above. NTMWD looks forward to continuing our relationship with each of your cities in providing this important regional service.

Sincerely,

DocuSigned by:

 B46722C7E841467...
 JENNAFER P. COVINGTON
 Executive Director

JC/JDM

Attachments: First Modification to Compost Program ILA and MOU

Agree with Modifications and Intent to Proceed with Authorization to Execute the First Modifications of the compost program Interlocal Cooperation Agreement and Memorandum of Understanding attached to this letter:

Signature	Date
-----------	------

- copy: Steve Massey – City of Allen
 Jeremy Starritt and Gabe Johnson – City of Frisco
 Eric Hopes and Ryan Gillingham – City of McKinney
 Dan Prendergast – City of Plano
 Eric Robison – City of Richardson
 Mike Friesen – NTMWD
 Jeff Mayfield - NTMWD
 NTMWD Central File - 01 General/Contracts & Agreements/Solid Waste/Contracts & Agreements/Solid Waste

MEMORANDUM OF UNDERSTANDING

Between North Texas Municipal Water District, Cities of Allen, Frisco, McKinney, Plano, and Richardson Regarding Amended and Restated Regional Composting Program Interlocal Agreement

WHEREAS, the North Texas Municipal Water District ("NTMWD") and the City of Plano ("Plano") entered into an "Interlocal Cooperation Agreement Between North Texas Municipal Water District and the City of Plano, Texas for Regional Composting Program", (the "Base Agreement") effective October 24, 2003;

WHEREAS, pursuant to Section II of the Base Agreement, the initial term of the Base Agreement was ten (10) years (the "Initial Term");

WHEREAS, also pursuant to Section II of the Base Agreement, the Base Agreement may be renewed for two additional five (5) year terms unless terminated earlier by either party;

WHEREAS, the Initial Term was to expire on October 23, 2013;

WHEREAS, a "First Amendment to Interlocal Cooperation Agreement Between North Texas Municipal Water District and the City of Plano, Texas for Regional Composting Program" (the "First Amendment") was executed which renewed the Base Agreement from October 24, 2013 through October 23, 2015.

WHEREAS, a "Second Amendment to Interlocal Cooperation Agreement Between North Texas Municipal Water District and The City of Plano, Texas for Regional Composting Program" (the "Second Amendment") was executed and renewed the Base Agreement from October 24, 2015 through January 22, 2016.

WHEREAS, a "Third Amendment to Interlocal Cooperation Agreement Between North Texas Municipal Water District and The City of Plano, Texas for Regional Composting Program" (the "Third Amendment") was executed which renewed the Base Agreement through April 30, 2016.

WHEREAS, the NTMWD and Solid Waste Member Cities consisting of the cities of Allen, Frisco, McKinney, Plano, and Richardson (the "Member Cities") have agreed to have Plano prepare and propose an Interlocal Cooperation Agreement Between North Texas Municipal Water District And The City of Plano, Texas For Amended and Restated Regional Compost Program (the "Amended Agreement") for purposes of continuing to serve as the NTMWD's composting contractor.

WHEREAS, the purpose of this Memorandum of Understanding (the "MOU") is to improve efficiency, and the coordination of enhanced program support between the NTMWD and Member Cities through established operating guidelines and supporting strategies throughout the Amended Agreement term.

WHEREAS, this MOU defines specific actions that are required by NTMWD and each of the Member Cities to achieve the objectives of the regional compost program and in support of executing the Amended Agreement.

WHEREAS, NTMWD and the Member Cities desire to enhance the existing long-term regional composting program with continued, cost effective composting services that provide for efficient processing and transport of yard trimming materials from the point of collection to the composting site and back to market as finished products (currently branded Texas Pure Products, but subject to re-branding at Plano's discretion) ("**Products**").

WHEREAS, the Member Cities desire to increase awareness, participation and support toward recycling of yard trimmings material and beneficial applications (residential and commercial) of Products as a soil amendment, thereby increasing water conservation and water quality in local creeks, streams and lakes through reducing storm water impacts.

NOW, THEREFORE, NTMWD and the Member Cities hereto agree as follows:

I. NTMWD Responsibilities

1. NTMWD will execute the Amended Agreement contemporaneously with this MOU prior to the expiration of the Third Amendment. In addition, NTMWD will continue developing facility improvements (as specified in the Amended Agreement) at the Custer grinding and 121 RDF compost sites in accordance with the NTMWD's Regional Solid Waste Disposal System, Capital Improvement Program ("CIP"). NTMWD shall not amend the Amended Agreement without providing notice to the Member Cities a minimum thirty (30) days prior to executing an amendment to the Amended Agreement.
2. To enhance the marketing of Products, and to increase awareness of the regional partnership and beneficial use of the related compost and mulch products, NTMWD will evaluate incorporating the branding of the Products into appropriate future public awareness and educational campaigns where practicable.
3. Each quarter, NTMWD will distribute the Texas Commission on Environmental Quality ("**TCEQ**") compost rebate, if any, to the Member Cities based upon each Member Cities' quarterly percentage (by weight per the monthly compost invoice) delivered to one of NTMWD's compost program facilities, such facilities being set forth in the Amended Agreement, of "Acceptable Material" as that term is defined in the Amended Agreement.

II. Member City Responsibilities

A. Plano

1. Plano will execute the Amended Agreement contemporaneously with this MOU prior to the expiration of the Third Amendment. In addition, Plano will cooperate with NTMWD's efforts in developing facility improvements (as specified in the Amended Agreement) at the Custer grinding and 121 RDF compost sites in accordance with the CIP.
2. Plano will maintain and advance operational efficiencies during the term of the Amendment to insure long-term financial sustainability while maintaining a tipping fee of less than or equal to 85% of the solid waste per ton cost charged by NTMWD to Member Cities as calculated from the annual cost per ton. In addition, Plano will provide to the Member Cities the "Profit-Revenue Share" component as set forth in the Amended Agreement to provide additional financial benefits to the Member Cities.
3. Plano will coordinate a minimum of twice yearly Steering Committee meetings to ensure awareness and transparency of the regional compost program's operational and financial performance, financial benefits, potential enhancements, necessary improvements and to evaluate areas of concerns by NTMWD and Member Cities.

B. All Member Cities (including Plano)

1. Except as described in this section, the Member Cities agree to ensure all Acceptable Material, as defined in the Amended Agreement, will be collected as part of each Member City's municipal collection program and will be delivered to an NTMWD compost program facility, said facilities being as set forth in the Amended Agreement. In addition, the Member Cities agree to ensure all collected Acceptable Material delivered to an NTMWD compost program facility are free of all non-compostable materials including but not limited to: plastic, glass, metal, tape, nylon twine/cord, rock, brick or dirt. The Member Cities shall not be required to deliver all Acceptable Material to an NTMWD compost program facility in the following circumstances:
 - a. During and immediately following Emergency Surges. "Emergency Surges" are defined as short periods of excessive generation of compostable material following unusual events, such as, by way of example only, large storms, such that it is impracticable to timely accept or process the compostable material and impracticable for the Member Cities to store the compostable material until Plano can accept the material. In the event that a Member City is affected by an Emergency Surge, the Member City affected shall notify NTMWD and Plano as soon as practicable, and shall provide to NTMWD and Plano within three (3) business days following said notice, a plan for disposing of the excess compostable material, which may include delivering the excess compostable material to a non-NTMWD facility, and for returning to regular delivery of Acceptable Material as soon as practicable.
 - b. When Plano is not able to accept Acceptable Material at the NTMWD compost program facility nearest the Member City because that NTMWD

compost program facility has reached its maximum daily waste acceptance rate, as determined by NTMWD, for that day.

2. Not less than once per quarter, the Member Cities agree to include educational messages regarding the Products and the program partnership through city-wide outlets. In addition, where feasible, the Member Cities will incorporate branding the Products into water efficiency, drought-tolerant landscaping and storm water related community outreach communications.
3. The Member Cities agree to support the CIP to fund the facility improvements set forth in the Amended Agreement.

This Memorandum of Understanding will be effective the date of the last signature or the effective date of the Amended Agreement, whichever is later.

AGREED:

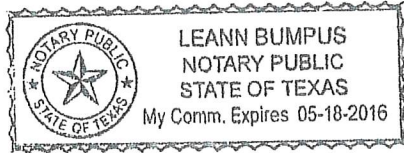
NORTH TEXAS MUNICIPAL WATER DISTRICT

Thomas W. Kula 4/28/2016
Thomas W. Kula Date
Executive Director

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 28th day of April, 2016 by Thomas W. Kula, Executive Director of the North Texas Municipal Water District, a Texas, on behalf of said corporation. Political subdivision of the state of Texas



Leann Bumpus
Notary Public, State of Texas

MEMBER CITIES

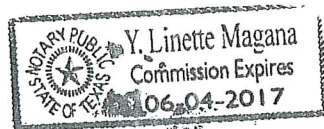
CITY OF ALLEN

Peter H. Vargas 03/22/16
Peter H. Vargas Date
City Manager

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 22nd day of March, 2016 by Peter H. Vargas, City Manager of the City of Allen, a home-rule municipal corporation, on behalf of said corporation.



Y. Linette Magana
Notary Public, State of Texas

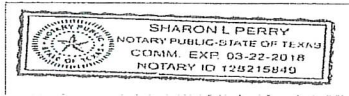
CITY OF FRISCO

George Purefoy 2/16/2016
George A. Purefoy Date
City Manager

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 19th day of February, 2016 by George A. Purefoy, City Manager of the City of Frisco, a home-rule municipal corporation, on behalf of said corporation.



Sharon Perry
Notary Public, State of Texas

CITY OF MCKINNEY

Thomas Muehlenbeck Date
Interim City Manager

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of _____, 2016 by Thomas Muehlenbeck, Interim City Manager of the City of McKinney, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

CITY OF FRISCO

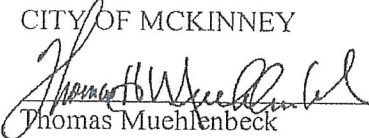
 George A. Purefoy Date
 City Manager

ACKNOWLEDGMENTS

STATE OF TEXAS §
 COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2016 by George A. Purefoy, City Manager of the City of Frisco, a home-rule municipal corporation, on behalf of said corporation.

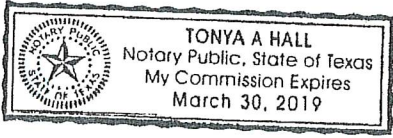
 Notary Public, State of Texas

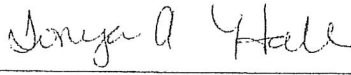
CITY OF MCKINNEY

 Thomas Muehlenbeck Date
 Interim City Manager

ACKNOWLEDGMENTS

STATE OF TEXAS §
 COUNTY OF COLLIN §

This instrument was acknowledged before me on the 27 day of April, 2016 by Thomas Muehlenbeck, Interim City Manager of the City of McKinney, a home-rule municipal corporation, on behalf of said corporation.





 Notary Public, State of Texas

CITY OF PLANO

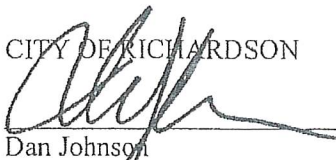
 Bruce D. Glasscock Date
 City Manager

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2016 by Bruce D. Glasscock, City Manager of the City of Plano, a home-rule municipal corporation, on behalf of said corporation.

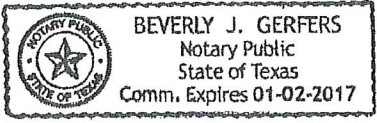
 Notary Public, State of Texas

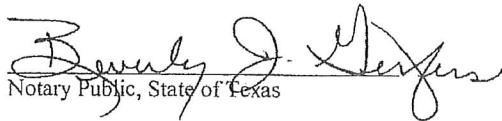
CITY OF RICHARDSON

 _____ 2/22/16
 Dan Johnson Date
 City Manager

ACKNOWLEDGMENTS

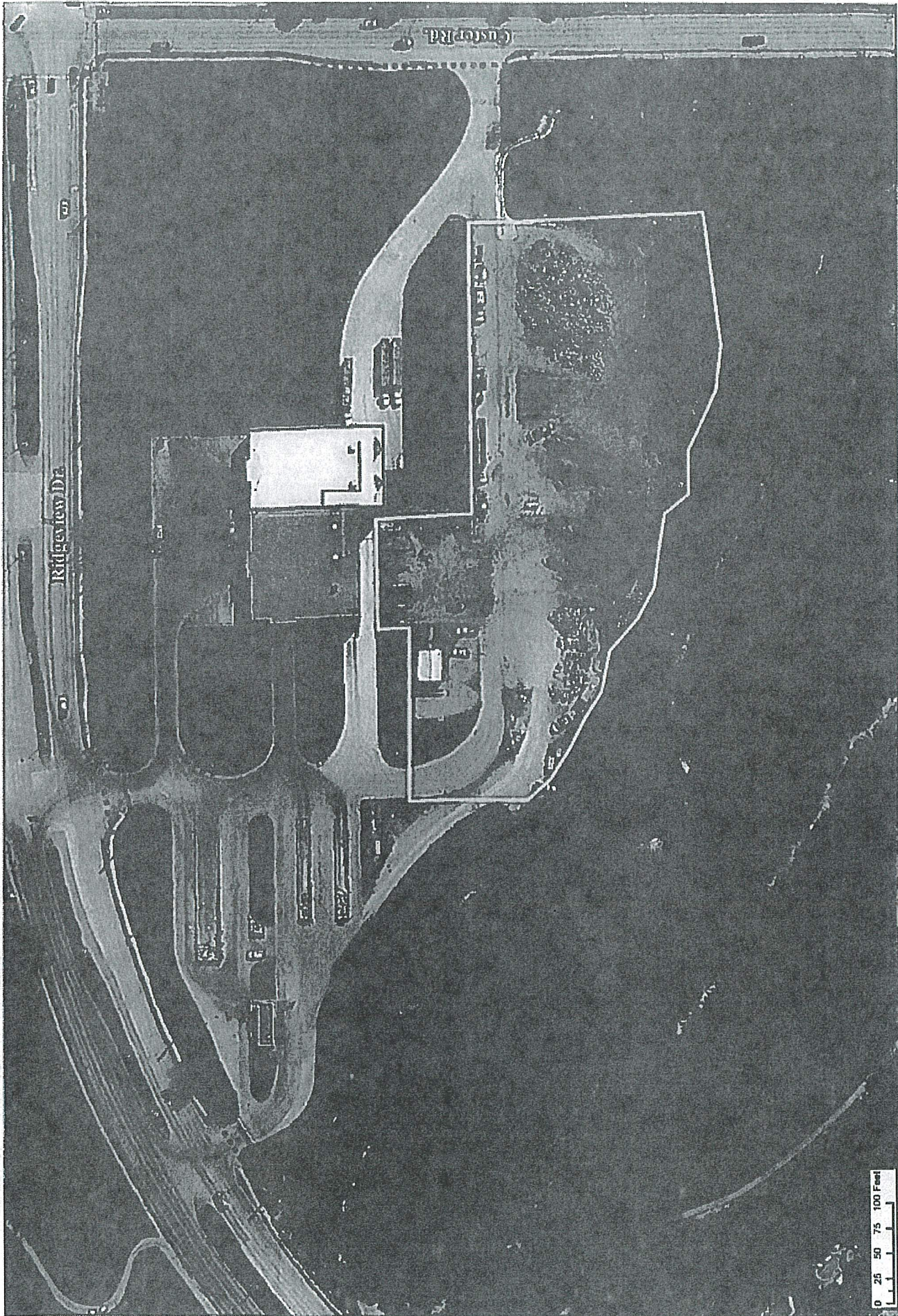
STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

This instrument was acknowledged before me on the 22 day of February, 2016 by Dan Johnson, City Manager of the City of Richardson, a home-rule municipal corporation, on behalf of said corporation.





 Notary Public, State of Texas



Ridgeview Dr

Custer Rd



Legend

- Limits of Operation
- - - Property Boundary

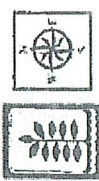


Exhibit 1

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

- AGENDA DATE:** November 14, 2023
- AGENDA CAPTION:** Authorize the City Manager to execute an agreement with Insituform Technologies, LLC, for the repair of the Sewer Aerial Crossing on Cottonwood Creek at the corner of Greenville Avenue and Main Street for \$350,000.
- STAFF RESOURCE:** Raymon Yarbrough, Assistant Director of Community Services
- STRATEGIC PLANNING GOAL:** Safe and Livable Community for All.

BACKGROUND

The 12-inch sewer aerial crossing over Cottonwood Creek has begun to experience leaks through small holes in the metal line. Staff has placed clamps on the line to control past leaks, but the line now requires long-term rehabilitation. The over-50-year-old line is succumbing to hydrogen sulfide sewer gas erosion that is normal in a pipe of this age. Rather than paying the greater cost of completely replacing the line, the more cost-effective alternative of "cured-in-place pipe repair" (CIPP) is proposed. This technology has been successfully used at other locations in the city. The CIPP process restores the repaired pipeline for another 50-year lifespan.

Due to the pipe's elevation above the creek and the need to bypass/pump the wastewater around the site during construction, CIPP rehabilitation still has a bid contract cost of \$313,054.

The rehabilitation is being done under a buy-board Agreement for Professional Services and is not the result of a bidding process. The contractor, Insituform Technologies, is a known, high-quality vendor to perform this rehabilitation.

Setting a project budget of \$350,000 allows some contingency for possible change orders to the Professional Services Contract.

BUDGETARY IMPACT

The cost of this repair is a planned expense being funded from the Water and Sewer Fund's Fiscal Year 24 operational budget.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion authorizing an agreement for repair of the 12" sewer aerial crossing at Cottonwood Creek East and 406 Main Street.

ATTACHMENT(S)

Agreement

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 Insituform Technologies, LLC, a Foreign 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 Cured in Place Pipe Repair (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 and per Professional’s Proposal dated 19 April 2023, attached herto and made a part of this Professional Services Agreement. The Professional shall perform the services: (i) with the professional skill and care ordinarily provided by competent contractors, as the case may be, practicing in the same or similar locality and under the same or similar circumstances; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent contractor, as the case may be, the Professional shall perform the services:

(i) with the skill and care ordinarily provided by similar contractors 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 contractors 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 a mutually agreed upon 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. Unless otherwise provided herein, 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 time worked, the actual services performed, the rates charges for such service, 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 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 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
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 - fax

If intended for Professional:

Attn: Timothy R. Peterie Business
Development Manager
580 Goddard Avenue
Chesterfield, MO 63005
TPeterie@Aegion.com

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 of not less than \$1,000,000.00 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 Insurance 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;

- (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 (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. A specific endorsement shall 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 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 Professional 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 other insurance coverage and/or self-insurance maintained by the City.
- (b) 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, 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 Prohibition of Boycott Israel. Professional 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

Professional is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the 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.

6.16 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.

6.17 Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations. By accepting this purchase order, Vendor verifies that is does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2023.

CITY OF ALLEN, TEXAS

By: _____
{insert name and title of city representative authorized to execute the agreement on behalf of city }

ATTEST:


By: _____
Shelley George, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED this 3rd day of October, 2023.

INSITUFORM TECHNOLOGIES LLC

By: 
Name: Ursula J. Youngblood
Title: Contracting & Attesting Officer

**EXHIBIT “A”
SCOPE OF SERVICES
(TO BE ATTACHED)**

April 19, 2023

SF#: SO-00106630

Mr. Timothy Holland
Water/Wastewater Superintendent
City of Allen
900 S Greenville
Allen, TX 75002

Buyboard Proposal

Project Name: **City of Allen, TX – E Main 12” DI Aerial Crossing
CIPP Internal Rehabilitation & CFRP External Rehabilitation**

INSITUFORM TECHNOLOGIES, LLC herein proposes to furnish all labor, materials, equipment, and services necessary to reconstruct the referenced project (as detailed in the project location maps presented by the City of Allen) utilizing The Local Government Purchasing Cooperative Contract #635-21 administered through the BuyBoard.

ASSUMPTIONS AND QUALIFICATIONS

Insituform™ Design. We have based this proposal on a nominal wall thickness for the Insitutube™, which is based on the best available information at the time of this proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.

Laterals. No laterals have been identified on this project.

Insituform will supply the City of Allen Payment, Performance, 2-yr Maintenance Bond and Certificate of Insurance as necessary following acceptance of this proposal. A 2-yr warranty will also be provided.

The pricing in this proposal assumes that all Technical Specifications set forth by the BuyBoard will be strictly adhered to. We have also utilized the City of Allen Specifications for Cured-In-Place Pipe and Pipe Rehabilitation for Aerial Crossing (External Wraps).

- Special:**
- 1. Water shall be provided at no cost to Insituform Technologies, LLC for all construction phases of this project. Insituform Technologies, LLC will follow all required deposit, backflow prevention, and metering procedures.**
 - 2. The City of Allen will be responsible for any clearing or tree trimming necessary to access the site.**
 - 3. If the aerial supports need to be removed and temporary supports put in place, then that work will be completed by the City of Allen. Unless otherwise noted, Insituform’s Fibrwrap crews will wrap around the supports.**
 - 4. Pricing includes work scaffolding under exposed portion for FRP installation and isolation for containment and humidity control.**

PROPOSAL TERMS AND CONDITIONS

Terms and Conditions from the Texas Statewide Cooperative Purchasing Contract are available upon request from the BuyBoard. Any changes to these conditions must be noted and agreed upon by both parties.

Insituform will require a tax-exempt certification prior to mobilization and material order. It is understood that the CIPP will be installed first at a mutually agreeable scheduled date and then the FRP wrapping will take place late summer/early fall when the Fibrwrap crew is in the area with other planned work. If not able to combine with other work, then additional pricing may apply to cover added mobilization costs for release late in the year.

PROPOSAL PRICING**City of Allen E Main 12" Aerial Crossing**

Description	Quantity	Unit of Measure	Unit Price	Extended Total
Travel & Mobilization – CCTV Crew	1	EA	\$3,500.00	\$3,500.00
12" Clean and TV sanitary sewer	290	LF	\$8.00	\$2,320.00
Tuberculation Removal	3,480	IN-DIA/LF	\$1.00	\$3,480.00
Travel & Mobilization – CIPP Crew	1	EA	\$7,500.00	\$7,500.00
12" x 6.0mm CIPP	290	LF	\$50.00	\$14,500.00
12" Additional 1.5mm thickness	290	LF	\$5.00	\$1,450.00
12" CIPP Setup Charge Per Install Length	290	LF	\$15.00	\$4,350.00
Non-Standard Resin System Add-On (VE Resin)	3,480	IN/DIA/FT	\$6.30	\$21,924.00
Set Up 4" Pump (Per Pump)	1	EA	\$500.00	\$500.00
Set Up 4" Piping	290	LF	\$5.00	\$1,450.00
Operate 4" Pumping System (Fuel & Maint)	1	DAY	\$250.00	\$250.00
12" Post TV Inspection After Rehabilitation	290	LF	\$2.00	\$580.00
Traffic Control	1	DAY	\$500.00	\$500.00
Lighted Arrow Board (Per Arrow Board)	1	DAY	\$250.00	\$250.00
Travel & Mobilization – CFRP Crew	1	EA	\$7,500.00	\$7,500.00
12" Basic CFRP External Repair of Aerial Crossing	125	LF	\$1,900.00	\$237,500.00
2-Yr Maintenance Bond	1	LS	\$5,500.00	\$5,500.00
Bid Total				\$313,054.00

PROPOSAL INCLUSIONS

The prices stated in this proposal include:

1. Mobilizations and demobilization (Insituform and Fibrwrap).
2. Pipeline cleaning to include mechanical cleaning for tuberculation removal if needed.
3. Pre-Video inspections and documentation of existing pipe the day of reconstruction with the Insituform process for pipe rehabilitated by CIPP.
4. Final video inspection following completion of the CIPP installation to document your new pipe rehabilitated by CIPP.
5. Insitutube wetout using 300,000 Flexural Modulus Vinylester resin, inversion, curing, and finishing.
6. Bypass pumping as needed for CIPP.
7. Surface preparation for external wrap.
8. Scaffolding and containment.
9. Engineered stamped designs for external wrap.
10. Testing as required.
11. Installation by Fibrwrap crew of the specified layers of Tyfo[®] system using the wet layup method externally on pipe.
12. Apply Tyfo[®] U finish durability coating (or equivalent) to Tyfo[®] system.
13. On site fabrication of sample panels.
14. QC/QA program.
15. Confined space safe entry practices.
16. Two-year bonded construction warranty.
17. Certificate of insurance with a standard coverage.

PROPOSAL EXCLUSIONS

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by **INSITUFORM TECHNOLOGIES, LLC** at your additional cost; or would be furnished by others, at your direction, at no cost to **INSITUFORM TECHNOLOGIES, LLC**:

- a) If preliminary video inspection of the pipe interior indicates excessive damage, or other extra-ordinary condition, which will require excavation, or other extraordinary remedy, to prepare the pipe for installation of the Insitutube, then those services will be provided by the Owner or by Insituform under agreed upon pricing. This will include excessive roots, excessive debris and protruding taps.
- b) Manual operation of any pumping and/or metering stations.
- c) Water from fire hydrants within a convenient distance from each cleaning and inversion site location.
- d) Legal dumpsite for debris resulting from pipes cleaning.
- e) Welding or patching if required.
- f) *If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.*
- g) Installation of cleanouts, or other ports, if required for special bypass pumping requirements for businesses.
- h) Manhole installation, rehabilitation, and/or replacement.
- i) Project permits and/or local licenses.
- j) State and local sales and/or use taxes on the value of the project. If you are exempt, please submit the appropriate documentation.
- k) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.

PROPOSAL TERMS AND CONDITIONS

- a) **Limits of Liability.** In consideration of **INSITUFORM TECHNOLOGIES, LLC**'s agreement to maintain no less than \$5,000,000 of comprehensive general liability insurance in the form required by the Contract, **INSITUFORM TECHNOLOGIES, LLC**'s liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold **INSITUFORM TECHNOLOGIES, LLC** harmless from any third party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.
- b) **LIMITED WARRANTY.** IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
- c) **MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES.** Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.
- d) **PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT.** This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.
- e) Quantities are estimated. Unit prices apply for actual invoice and payment.
- f) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.
- g) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
- h) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of **INSITUFORM TECHNOLOGIES, LLC**.
- i) **Conflicts.** In case of conflict between the provision of the aforesaid paragraphs and any other provision in the Contract as ultimately executed the provisions as set forth above shall govern and prevail.

OFFERED BY:

ACCEPTED BY:

INSITUFORM TECHNOLOGIES, LLC

Timothy R. Peterie

SIGNATURE

DATE

TIMOTHY R. PETERIE
BUSINESS DEVELOPMENT MANAGER

NAME

REVIEWED BY:
ANDY OZMENT
AREA MANAGER

TITLE

ORGANIZATION

cc: Josh Awalt, Ben Hawkins, Kodiak O’Ravez

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other document, it will not be acknowledged without this proposal being referenced or as an attachment.

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE: November 14, 2023

AGENDA CAPTION: Authorize the City Manager to purchase cybersecurity services from Rapid7 through Solid Border for \$126,845.

STAFF RESOURCE: Eric Matthews, Chief Information Officer

STRATEGIC PLANNING GOAL: Safe and Livable Community for All.

BACKGROUND

This purchase will provide key cybersecurity services to the City of Allen.

BUDGETARY IMPACT

This will be expensed from the General IT software account. This is an annual subscription and is included in the 2023-2024 budget. Annual increase for software subscription per unit will be limited to no more than 5%.

This purchase utilizes Texas Department of Information Resources (DIR) Contract No. DIR-CPO-4850.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion authorizing the purchase of cybersecurity services.

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE:	November 14, 2023
AGENDA CAPTION:	Authorize the City Manager to execute a First Amendment to the agreement with Christmas Décor by JET for the downtown holiday project, increasing the amount to \$250,000.
STAFF RESOURCE:	Kyle Benedict, Assistant Director of Parks and Recreation
BOARD/COMMISSION ACTION:	July 10, 2023 - Community Development Corporation approved funding of \$250,000.
STRATEGIC PLANNING GOAL:	Vibrant Community with Lively Destinations and Successful Commercial Centers.

BACKGROUND

With the recent focus on the downtown revitalization efforts, this year's city's signature holiday event, Holly Jolly, will be relocating to the downtown area. To assist with the request from the Allen Community Development Corporation to enhance the event through holiday décor, staff researched different options and is thus recommending a contract with Christmas Décor by JET Services.

At their July 10, 2023 meeting, the CDC approved the recommendation of the downtown holiday lighting project. The lighting project begins at the Heritage Depot (including the train) and runs along the main street to the Blue House. Trees and buildings along Main Street will be lit, and large photo-op displays will be placed there as well. The lighting ends at the corner of Main Street and St. Ann behind the Blue House with the Christmas Tree and a 50ft RGB tunnel. The scope of work includes ordering products, installation, breakdown, and storage. The lights will be on display from late November through early January, with multiple pop-up events occurring during this time frame, in addition to the Holly Jolly Tree Lighting and 5k Fun Run.

An initial purchase for the procurement of holiday lights and infrastructure improvements for \$95,000 was previously executed to ensure delays were not encountered so that installation could begin in a timely manner. This additional request of \$155,000 will complete the investment needed for the downtown holiday décor project.

The City has procured this Agreement through the TIPS contract #200806.

BUDGETARY IMPACT

CDC approved total funding of \$250,000 for the Downtown Lighting project for FY24. This was included in the adopted FY24 Annual Budget.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to authorize the City Manager to execute a First Amendment to the Agreement with Christmas Décor by JET for the downtown holiday project increasing the amount to \$250,000.

ATTACHMENT(S)

Agreement

First Amendment to Agreement

Scope of Services

MAP and DECOR

Exhibit A

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

This agreement (“Agreement”) is made by and between the City of Allen, Texas (“City”) and JTE Ventures, LLC dba Christmas Décor by JET Services, a Texas limited Liability Company (LLC) (“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 and services (collectively the “Services”) described in the Contract Documents (hereinafter defined) for Downtown Christmas Light Project_ (the “Project”); and

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

WHEREAS, the City has procured this Agreement through the TIPS contract #200806;

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,

Exhibit A

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 Contractor's Proposal 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 for the Services. 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 insurance, and the provision and furnishing of labor, supervision, goods, services, materials, tools, fuel, equipment 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.

Exhibit A

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 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 TCEQ 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.

3.5 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 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.

3.6 Contractor Representations. Contractor represents and covenants that its 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.

3.7 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.

Exhibit A

3.8 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. 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.

3.9 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.

3.10 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.

3.11 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.

Article IV Compensation and Method of Payment

4.1 General.

Exhibit A

(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 Ninety Five Thousand, (\$95,000.00) (the "Contract Price") to be paid as set forth herein.

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

4.2 **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.

4.3 **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.

Exhibit A

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

Exhibit A

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:

JET Outdoor Services, LLC
Attn: Josh Truitt
329 S. Gun Barrel Lane
Gun Barrel City, TX 75156
469.712.4499 - telephone

6.9 Insurance.

(a) Contractor shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage, and minimum aggregate limit of not less than \$2,000,000.00 (this policy shall be primary to any policy or policies carried by or available to City and shall include products/completed operations coverage with a minimum aggregate of \$2,000,000.00 and personal and advertising injury coverage with a minimum occurrence limit of \$1,000,000.00); (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance and shall include bodily injury, occupational illness or disease coverage with Employers Liability limits of

Exhibit A

\$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; and (iv) 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.

(b) All policies of 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; (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 and (3) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, and/or material changes of the policies of the insurance. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements Contractor 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.

(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 COUNCIL, 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 DEFEND, 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

Exhibit A

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 DEFENDS, 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.

Exhibit A

(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]

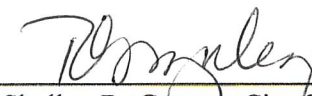
Exhibit A

EXECUTED this 16 day of October, 2023.


CITY OF ALLEN, TEXAS

By: 
Eric Ellwanger, City Manager

ATTEST:


By: 
for Shelley B. George, City Secretary

APPROVED AS TO FORM:

By: 
Peter G. Smith, City Attorney

EXECUTED this 13 day of October, 2023.

JET OUTDOOR SERVICES, LLC

By: 
Josh Truitt, President

JET Outdoor Services

329 S. Gun Barrel Lane
Gun Barrel City, Texas 75156
(469) 712-4499
Info@jetoutdoorservices.com



Christmas in Allen 2023

TIPS Information

TIPS Contract # - 200806

Vendor - The Decor Group, INC. DBA Christmas Decor

Reseller - Jet Outdoor Services

TIPS Product # - Custom Item Level 1

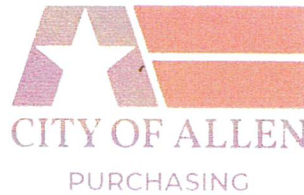
TIPS Product Description - Custom Item Level 1

Custom Item Level 1 (0 - 10 Display areas)

Payment Disbursement Schedule

Description of Services	Amount	Due Date
Total Contract Cost	\$95,000	Due Oct 14, 2023

Exhibit A



October 13, 2023

JTE Ventures, LLC dba Christmas Décor by JET Services
Attn: Josh Truitt
329 S. Gun Barrel Lane
Gun Barrel City Texas, 75156

Subject: Notice to Proceed City of Allen Bid Number 2024-10-4, Downtown Christmas Light
Contract Term: October 16, 2023 through September 30, 2024
Renewal Option Year 1: October 01, 2024 through September 30, 2025
Renewal Option Year 2: October 01, 2025 through September 30, 2026

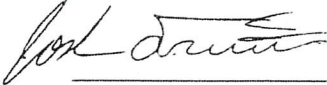
Dear Vendor:

Please allow this letter to serve as notice to proceed on the above-mentioned contract for Downtown Christmas Light. It is understood all terms, conditions, and prices will be held firm per TIPS contract 200806. This is a fixed-price contract for the item or service being purchased. The initial term will be for one-year period, with two additional one-year renewal option, with said options to be exercised solely at the City's discretion.

This agreement will automatically renew annually through the final expiration date, with the exception of either party exercising the "Termination" clause as provided in Article I of the contract.

All invoices submitted shall be at the contracted rate. Invoices may also be submitted electronically at accounts.payable/cityofallen.org. The Purchase Order number must appear on each invoice.

Please acknowledge receipt and acceptance of this notice by signing below, and faxing to 214-509-4672 or email to badali@cityofallen.org.

	<u>Owner</u>	<u>10-16-23</u>
Signature	Title	Date

If you have any questions concerning this award, please contact me immediately at 214-509-4631.

Respectfully,

Eva Badali
Contract Administrator

EXECUTED this _____ day of _____, 2023.

CITY OF ALLEN, TEXAS

By: _____
ERIC ELLWANGER, CITY MANAGER

ATTEST

SHELLEY B. GEORGE, CITY SECRETARY

EXECUTED this 1 day of November, 2023.

**JTE VENTURES, LLC DBA CHRISTMAS DÉCOR BY
JET SERVICES**

By: _____
(Signature of Authorized Officer)

Name: Josh Truitt
(Print Name)

Title: owner

JET Outdoor Services

329 S. Gun Barrel Lane
Gun Barrel City, Texas 75156
(469) 712-4499
Info@jetoutdoorservices.com

JET SERVICES



Christmas in Allen 2023

TIPS Information

TIPS Contract # - 200806

Vendor - The Decor Group, INC. DBA Christmas Decor

Reseller - Jet Outdoor Services

TIPS Product # - Custom Item Level 2

TIPS Product Description - Custom Item Level 2

Custom Item Level 2 (11 - 25 Display areas)

JET Services Responsibilities

1. Co-design and creation of custom walkthrough park Section B for The City of Allen community and surrounding areas.
2. Professional installation, maintenance and takedown of walkthrough park by trained staff.
3. Dedicated project management with 24 hour phone support and issue resolution within 48 hours.
4. Provide park experience and knowledge to help ensure success.

Quote Details

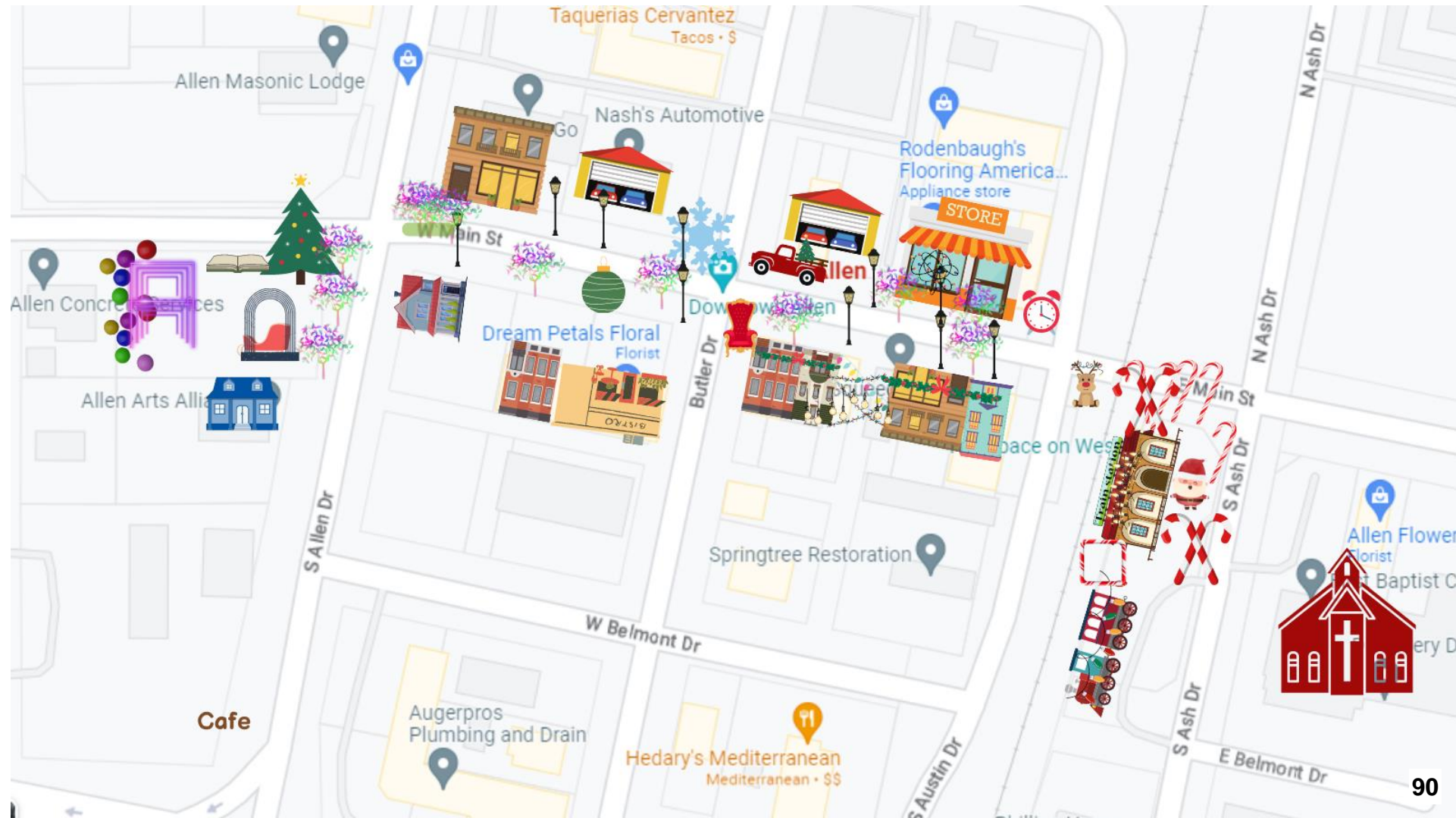
1. Twinkly tunnel 50 ft in length
2. 15 - 20 assorted lit balls up to 6ft 6in in height
3. 8 -15 photo opportunity pieces ranging from 5 ft - 25 ft tall (total number depends on the size and scope client chooses for each piece)
4. Wrapped trees down main street with minis on trunks and major branches (minimum 16 ft high)
5. Pre Decorated garland hung on applicable shop awnings
6. RGB Curtain 10-20 drops
7. All displays shall be fully installed before November 25, 2023 and will be removed by January 20, 2024. Exceptions may be made to these dates if both parties agree
8. All themes will be based on availability of the inventory for the 2023 season non availability will result in similar or like themes

Payment Disbursement Schedule

Description of Services	Amount	Due Date
Total Contract Cost	\$155,000.00	
Allotment for park once all pieces are fully installed	\$118,000	November 15th
Allotment for park after takedown is complete	\$37,000.00	January 20th

HOLLY JOLLY AND DOWNTOWN ALLEN HOLIDAY DECORATIONS

- Lights wrapping Main Street trees
- Main Street store front awnings and alleyways wrapped in garland and strung with lights
- Train Depot, along with the train, wrapped in garland and strung with lights and filled with illuminated presents
- 50' RGB interactive tunnel of lights
- 20' RGB wall of dancing lights
- 12 interactive illuminated photo scenes





CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE:	November 14, 2023
AGENDA CAPTION:	Conduct the Canvass of the Bond Election and adopt an Ordinance declaring the results of the Bond Election held on November 7, 2023.
STAFF RESOURCE:	Shelley B. George, City Secretary
STRATEGIC PLANNING GOAL:	Financially Sound and Transparent City Government.

BACKGROUND

Section 7.08 of the Allen City Charter states: "Returns of all municipal elections, both general and special, shall be made in accordance with the Texas Election Code, at which time the council shall canvass the votes, declare the results of such election, with notification of election to the candidate elected."

and Section 67.003 of the Texas Election Code states: "Each local canvassing authority shall convene to conduct the local canvass at the time set by the canvassing authority's presiding officer not earlier than the eighth day or later than the 11th day after Election Day."

The Early Voting Ballot Board will reconvene on November 14 at 9 a.m. to count returned military overseas ballots (FPCA - Federal Post Card Application) and provisional ballots at which time the Election Administrator will issue the final vote tallies to be canvassed by the Allen City Council at this meeting. The Ordinance will be updated to reflect the final numbers for the Canvass as submitted by the Collin County Elections Administrator.

A summary of the unofficial Election results released by the Collin County Elections Administrator on Election Day are shown below:

Proposition A - Street repairs and improvements: \$47M
FOR: 77.79%
AGAINST: 22.21%

Proposition B - Ford Park improvements: \$17M
FOR: 56.58%
AGAINST: 43.42%

Proposition C - Public art projects: \$1.5M
FOR: 44.58%
AGAINST: 55.42%

Proposition D - Downtown revitalization: \$8M
FOR: 62.62%
AGAINST: 37.38%

Proposition E - Police headquarters: \$83M

FOR: 62.88%
AGAINST: 37.12%

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to adopt Ordinance No. _____.

ATTACHMENT(S)

[Ordinance](#)

ORDINANCE NO. _____

AN ORDINANCE CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A BOND ELECTION; AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, on August 8, 2023, the City Council (the *Council*) of the City of Allen (the *City*) ordered an election to be held on November 7, 2023, for the purpose of determining whether the resident, qualified voters of the City would authorize the issuance of general obligation bonds by the City; and

WHEREAS, it is hereby found and determined that notice of the election was duly given in the form, manner and time required by law, and said election was in all respects legally held and conducted in accordance with applicable laws of the State of Texas and the proceedings calling and governing the holding of such election; and

WHEREAS, the City Council hereby canvasses the returns of this election, at which there were submitted to all resident, qualified voters of the City for their action thereupon, the following propositions:

PROPOSITION A

“SHALL the City Council of the City of Allen, Texas, be authorized to issue general obligation bonds of the City in the aggregate principal amount of \$47,000,000 for permanent public improvements and public purposes, to wit: designing, developing, constructing, repairing, resurfacing, reconstructing, extending, expanding, improving and maintaining streets, thoroughfares, alleys, sidewalks, bridges and other public ways, including associated neighborhood streetscapes, screening walls, streetlights, pedestrian intersection and crossings and ADA improvements; necessary or incidental utility infrastructure and drainage relocation and improvements; signalization and monitoring equipment and other traffic controls; grade separations, landscaping and beautification and acquiring land, easements, rights-of-way, and other real property interests necessary therefor or incidental thereto, such bonds to mature serially or otherwise over a period not to exceed 30 years from their date of issuance, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (whether fixed, floating, variable, or otherwise, but in no case at a rate that exceeds the maximum rate per annum authorized by applicable law at the time of any such issuance) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and shall the City Council of the City be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, within the limitations prescribed by law, on all taxable property in said City sufficient to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds?”

PROPOSITION B

“SHALL the City Council of the City of Allen, Texas, be authorized to issue general obligation bonds of the City in the aggregate principal amount of \$17,000,000 for permanent public improvements and public purposes, to wit: constructing, developing, improving, expanding, renovating and equipping Ford Park, including the installation and development of athletic fields and sport courts, such bonds to mature serially or otherwise over a period not to exceed 30 years from their date of issuance, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (whether fixed, floating, variable, or otherwise, but in no case at a rate that exceeds the maximum rate per annum authorized by applicable law at the time of any such issuance) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and shall the City Council of the City be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, within the limitations prescribed by law, on all taxable property in said City sufficient to pay the principal

of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds?”

PROPOSITION C

“SHALL the City Council of the City of Allen, Texas, be authorized to issue general obligation bonds of the City in the aggregate principal amount of \$1,500,000 for permanent public improvements and public purposes, to wit: public art projects, such bonds to mature serially or otherwise over a period not to exceed 30 years from their date of issuance, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (whether fixed, floating, variable, or otherwise, but in no case at a rate that exceeds the maximum rate per annum authorized by applicable law at the time of any such issuance) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and shall the City Council of the City be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, within the limitations prescribed by law, on all taxable property in said City sufficient to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds?”

PROPOSITION D

“SHALL the City Council of the City of Allen, Texas, be authorized to issue general obligation bonds of the City in the aggregate principal amount of \$8,000,000 for permanent public improvements and public purposes, to wit: designing, constructing, installing, improving, equipping, reconstructing, rehabilitating, restructuring, and extending streets and mobility infrastructure related purposes in downtown Allen, including intersections, sidewalks, curbs, pedestrian ways, bicycle ways, streetscapes, signalization, signage, other traffic and signal controls, street lighting, landscaping, median improvements, and related improvements and the acquisition of land, easements, rights-of-way, and other real property interests necessary therefor or incidental thereto, such bonds to mature serially or otherwise over a period not to exceed 30 years from their date of issuance, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (whether fixed, floating, variable, or otherwise, but in no case at a rate that exceeds the maximum rate per annum authorized by applicable law at the time of any such issuance) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and shall the City Council of the City be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, within the limitations prescribed by law, on all taxable property in said City sufficient to pay the principal of and interest on the bonds?”

PROPOSITION E

“SHALL the City Council of the City of Allen, Texas, be authorized to issue general obligation bonds of the City in the aggregate principal amount of \$83,000,000 for permanent public improvements and public purposes, to wit: acquiring, constructing, renovating, improving, expanding and equipping police facilities, including a new police headquarters facility and emergency dispatch office (and any necessary or related demolition and removal of existing facilities for such purpose), and the acquisition of land, easements, rights-of-way, and other real property interests necessary therefor or incidental thereto, such bonds to mature serially or otherwise over a period not to exceed 30 years from their date of issuance, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (whether fixed, floating, variable, or otherwise, but in no case at a rate that exceeds the maximum rate per annum authorized by applicable law at the time of any such issuance) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and shall the City Council of the City be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, within the limitations prescribed by law, on all taxable

property in said City sufficient to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds?”

and

WHEREAS, the City Council has diligently inquired into the poll lists and the official election returns which were duly and lawfully made to the City Council by the judges and clerks holding and conducting such election; the poll lists and the official election returns showing separately the votes cast in the election; and

WHEREAS, from these returns, this City Council hereby finds that the following votes were cast in the election by voters who were resident, qualified voters of the City:

PROPOSITION A

“THE ISSUANCE OF \$47,000,000 CITY OF ALLEN, TEXAS GENERAL OBLIGATION BONDS FOR STREET IMPROVEMENTS INCLUDING ASSOCIATED NEIGHBORHOOD STREETSCAPES, SCREENING WALLS, STREETLIGHTS, PEDESTRIAN INTERSECTIONS AND CROSSINGS AND ADA IMPROVEMENTS AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS”

	<u>For</u>	<u>Against</u>
Early Votes		
Mail Votes		
Election Day Votes		
TOTAL		

PROPOSITION B

“THE ISSUANCE OF \$17,000,000 CITY OF ALLEN, TEXAS GENERAL OBLIGATION BONDS FOR IMPROVEMENTS TO FORD PARK, INCLUDING ATHLETIC FIELDS AND SPORT COURTS AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS”

	<u>For</u>	<u>Against</u>
Early Votes		
Mail Votes		
Election Day Votes		
TOTAL		

PROPOSITION C

“THE ISSUANCE OF \$1,500,000 CITY OF ALLEN, TEXAS GENERAL OBLIGATION BONDS FOR PUBLIC ART PROJECTS AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS”

	<u>For</u>	<u>Against</u>
Early Votes		
Mail Votes		
Election Day Votes		
TOTAL		

PROPOSITION D

“THE ISSUANCE OF \$8,000,000 CITY OF ALLEN, TEXAS GENERAL OBLIGATION BONDS FOR DOWNTOWN STREET AND MOBILITY INFRASTRUCTURE IMPROVEMENTS AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS”

	<u>For</u>	<u>Against</u>
Early Votes		
Mail Votes		
Election Day Votes		
TOTAL		

PROPOSITION E

“THE ISSUANCE OF \$83,000,000 OF CITY OF ALLEN, TEXAS GENERAL OBLIGATION BONDS FOR POLICE FACILITIES, INCLUDING A NEW POLICE HEADQUARTERS FACILITY AND EMERGENCY DISPATCH OFFICE AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS”

	<u>For</u>	<u>Against</u>
Early Votes		
Mail Votes		
Election Day Votes		
TOTAL		

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

SECTION 1: The City Council officially finds, determines, and declares that the election was duly and properly ordered, that proper legal notice of such election was duly given in the English language and the Spanish language, that the election was duly and legally held, that all resident, qualified voters of the City were permitted to vote at the election, that due returns of the results of the election had been made and delivered, and that the City Council has duly canvassed such returns, all in accordance with the laws of the State of Texas and of the United States of America, and the order calling the election.

SECTION 2: A MAJORITY of the resident, qualified voters of the City of Allen, Texas voting in such election, having voted FOR the authorization and issuance of \$47,000,000 bonds and the levy and pledge of the tax in payment thereof as provided in Proposition A, the City Council hereby finds and determines that Proposition A carried at the election, that the election was duly called, that proper notice was given, and that the election was held in all aspects in conformity with the law, and that the City Council is hereby accordingly authorized to issue the bonds and to levy the tax in accordance with the authority granted in Proposition A and with law.

SECTION 3: A MAJORITY of the resident, qualified voters of the City of Allen, Texas voting in such election, having voted FOR the authorization and issuance of \$17,000,000 bonds and the levy and pledge of the tax in payment thereof as provided in Proposition B, the City Council hereby finds and determines that Proposition B carried at the election, that the election was duly called, that proper notice was given, and that the election was held in all aspects in conformity with the law, and that the City Council is hereby accordingly authorized to issue the bonds and to levy the tax in accordance with the authority granted in Proposition B and with law.

SECTION 4: A MAJORITY of the resident, qualified voters of the City of Allen, Texas voting in such election, having voted AGAINST the authorization and issuance of \$1,500,000 bonds and the levy and pledge of the tax in payment thereof as provided in Proposition C, the City Council hereby finds and determines that Proposition C failed at the election, that the election was duly called, that proper notice was given, and that the election was held in all aspects in conformity with the law.

SECTION 5: A MAJORITY of the resident, qualified voters of the City of Allen, Texas voting in such election, having voted FOR the authorization and issuance of \$8,000,000 bonds and the levy and pledge of the tax in payment thereof as provided in Proposition D, the City Council hereby finds and determines that Proposition D carried at the election, that the election was duly called, that proper notice was given, and that the election was held in all aspects in conformity with the law, and that the City Council is hereby accordingly authorized to issue the bonds and to levy the tax in accordance with the authority granted in Proposition D and with law.

SECTION 6: A MAJORITY of the resident, qualified voters of the City of Allen, Texas voting in such election, having voted FOR the authorization and issuance of \$83,000,000 bonds and the levy and pledge of the tax in payment thereof as provided in Proposition E, the City Council hereby finds and determines that Proposition E carried at the election, that the election was duly called, that proper notice was given, and that the election was held in all aspects in conformity with the law, and that the City Council is hereby accordingly authorized to issue the bonds and to levy the tax in accordance with the authority granted in Proposition E and with law.

SECTION 7: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 8: All orders and Ordinances, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

SECTION 9: This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 10: If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 11: It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 12: This Ordinance shall be in force and effect from and after its final passage and it is so resolved.

PASSED, ADOPTED, AND APPROVED on November 14, 2023, the date of the canvassing meeting.

CITY OF ALLEN, TEXAS

Baine L. Brooks, Mayor

ATTEST:

Shelley B. George, City Secretary
(CITY SEAL)

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE:	November 14, 2023
AGENDA CAPTION:	Conduct a Public Hearing and adopt an Ordinance to amend the development and use regulations for Lot 5, Block B, Starcreek Commercial, located in Tract A1 of Planned Development No. 52 with a base zoning of Corridor Commercial. [Starcreek Surgical Center]
STAFF RESOURCE:	Matt Bechtluft, Planner
BOARD/COMMISSION ACTION:	May 6, 2008 - Final Plat Approved
PREVIOUS COUNCIL ACTION:	March 23, 2004 - Planned Development No. 92 - Approved - Ordinance 2272-3-04 February 9, 2016 - Planned Development No. 92 - Approved - Ordinance 3353-2-16
STRATEGIC PLANNING GOAL:	Vibrant Community with Lively Destinations and Successful Commercial Centers.

BACKGROUND

The subject property is generally located south of State Highway 121 and east of Watters Road. The surrounding properties are zoned as follows:

- North (across SH 121): City of McKinney
- East, South, and West: Planned Development No. 92 (PD-92) with a base zoning of Corridor Commercial (CC)

The subject property is zoned PD-92 with a base zoning of CC. The original ordinance for PD-92 established the location of the subject property as CC zoning designation. In 2016, PD-92 was amended to include new permitted uses, as well as explicitly prohibit Medical Clinic purposes from operating at the subject property. The applicant is requesting to amend the current zoning in order to remove the language prohibiting Medical Clinic purposes from taking place at the subject property.

According to the Allen Land Development Code, Medical Clinic use is permitted through a Specific Use Permit application. The applicant has provided a concept plan that has been reviewed by the Technical Review Committee. Finally, the request has been reviewed by the Technical Review Committee and is in general conformance with the Allen Land Development Code.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to approve Ordinance No. _____ to amend Planned Development No. 92.

ATTACHMENT(S)

Ordinance

Draft Minutes

Property Notification Map

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP AS PREVIOUSLY AMENDED BY AMENDING THE DEVELOPMENT REGULATIONS RELATING TO THE USE AND DEVELOPMENT OF LOT 5, BLOCK B, STARCREEK COMMERCIAL, LOCATED IN AND SUBJECT TO THE REGULATIONS OF TRACT A-1 OF PLANNED DEVELOPMENT “PD” 92 BY ADDING AND ALLOWING SAID PROPERTY TO BE USED FOR MEDICAL CLINIC USE; AND ADOPTING A CONCEPTUAL SITE PLAN; PROVIDING FOR A CONFLICTS RESOLUTIONS CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1. The Allen Land Development Code Zoning Regulations and Zoning Map of the City of Allen, Texas, as amended, shall be further amended by amending, as set forth in Section 2 of this Ordinance, the regulations relating to the use and development of Lot 5, Block B, Starcreek Commercial, an addition to City of Allen, Collin County, Texas, according to the plat thereof recorded Cabinet 2008, Page 354, Plat Records, Collin County, Texas (“the Property”) located in Tract A-1 of Planned Development “PD” No. 92 Corridor Commercial “CC” (“PD-92”).

SECTION 2. The Property shall be developed and used in accordance with applicable provisions of the Allen Land Development Code, as amended, (“ALDC”) and Tract A-1 of Planned Development “PD” No. 92; provided, however, in addition to the uses permitted in Tract A-1 of PD 92, and notwithstanding Section 2.B. of Ordinance No. 3353-2-16, the Property may be developed and used for Medical Clinic purposes and shall only be in accordance with the Conceptual Site Plan, attached hereto as Exhibit “A” and incorporated herein by reference. For purposes of this Ordinance, the definition of “Medical Clinic” set forth in the ALDC and not Ordinance No. 3353-2-16 shall control.

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

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

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

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS 14TH DAY OF NOVEMBER 2023.

APPROVED:

Baine L. Brooks, MAYOR

APPROVED AS TO FORM:

ATTEST:

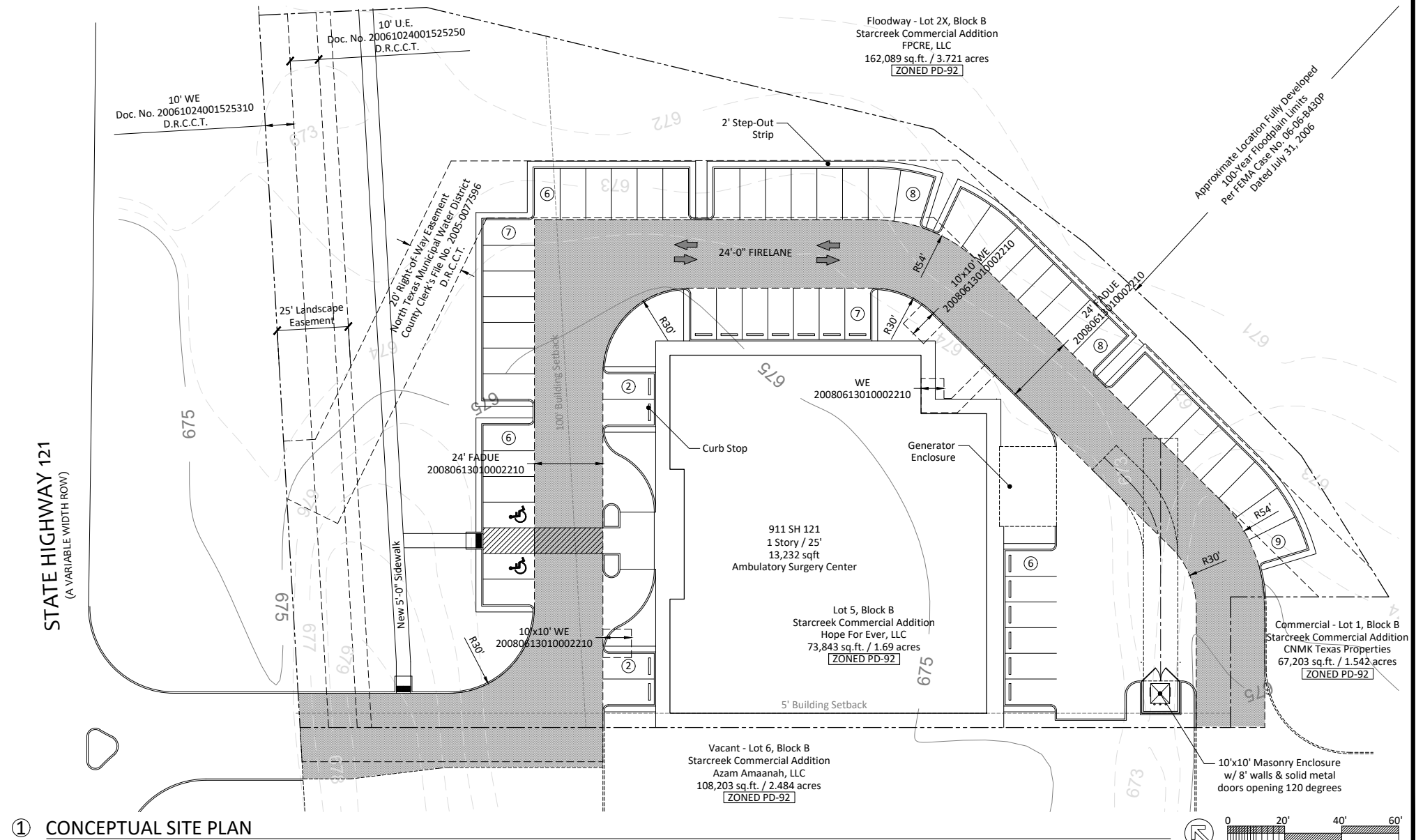
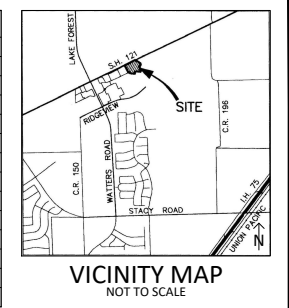
Peter G. Smith, CITY ATTORNEY
(kbl:9/29//2023:4895-7806-1684v1)

Shelley B. George, TRMC, CITY SECRETARY

EXHIBIT "A"
SITE PLAN

NOTES:
 1. Applicant shall comply with City Ordinance, Chapter 6, Health and Environment; Article III, Solid Waste; Sections 6-51 to 6-80.
 2. Applicant shall comply with all irrigation regulations in V.T.C.A. Administrative Code Title 30, Chapter 344 rules established by the State of Texas, and requirements for irrigation design and water conservation set in the Allen Land Development Code Section 7.05.6, and the City of Allen Water Conservation and Drought Contingency and Emergency Response Plan.

SUMMARY TABLE		
	ALLOW/REQD	PROPOSED
ZONING	Vacant	PD-92
USE	Vacant	Amb. Surgery Center
LOT AREA	73,843 sq.ft.	1.69 acres
BUILDING AREA TOTAL	-----	13,232 sq.ft.
LOT COVERAGE	-----	17.92%
FLOOR AREA RATIO	-----	0.18:1
BUILDING HEIGHT	12 stories / 160'	1 story / 25'-0"
IMPERVIOUS SURFACE	-----	46,011 sq.ft.
LANDSCAPE AREA	10%/7,384 sq.ft.	38%/27,832 sq.ft.
PARKING TOTAL		
4.5/1000 Medical Clinic	60 spaces	61 spaces



1 CONCEPTUAL SITE PLAN

IHP Engineering, LLC
 210 Industrial Drive
 Forney, TX 75126
 p: 817-448-5034
 TBPE #F-21256

Prj. #23181 ISSUE RECORD		
DATE:	ISSUED FOR:	COMMENTS:

DATE:	ISSUED FOR:	COMMENTS:

LEGEND:
 BL = Building Line
 DE = Drainage Easement
 FADUE = Finitiae, Access, Drainage & Utility Easement
 LE = Landscape Easement
 R.O.W = Right of Way
 SSE = Sanitary Sewer Easement
 WE = Waterline Easement
 UE = Utility Easement

CONTACTS:
OWNER OF RECORD:
 Hope For Ever, LLC
 1360 Star Court, Suite T1
 Plano, TX 75074

APPLICANT:
 IHP Engineering, LLC
 210 Industrial Drive
 Forney, TX 75126
 P: 817-448-5034
 E: info@ihpengineering.com

SURVEYOR:
 GEONAV
 3410 Midcourt Road
 Suite 110
 Carrollton, TX 75006
 P: 972-243-2409

Starcreek Surgical Center
 Lot 5, Block B, a 1.69 acre tract in the
 George Fitzhugh Survey, Abstract No. 321
 911 State Highway 121
 City of Allen, Collin County, TX 75013

Date: 08-24-2023
 Scale: 1" = 20'
 Drawn By: N. P. K.
 Page: C
 Total: 1

Attachment C - PD/PD Amendment Concept Plan

October 17, 2023 Planning and Zoning Commission Meeting Minutes

Conduct a Public Hearing and consider a request to amend the regulations of Tract A1 of Planned Development No. 92 with a base zoning of Light Industrial, relating to the development and use of Lot 5, Block B, Starcreek Commercial, commonly known as 911 State Highway 121. [Starcreek Surgical Center]

Mr. Bechtluft, Planner, presented the item to the Commission and stated that staff recommends approval of the item.

Nathan Glen, applicant, 555 Republic Drive, Plano, Texas spoke on the item.

Chair Metevier opened the public hearing.

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

The Commission discussed the following:

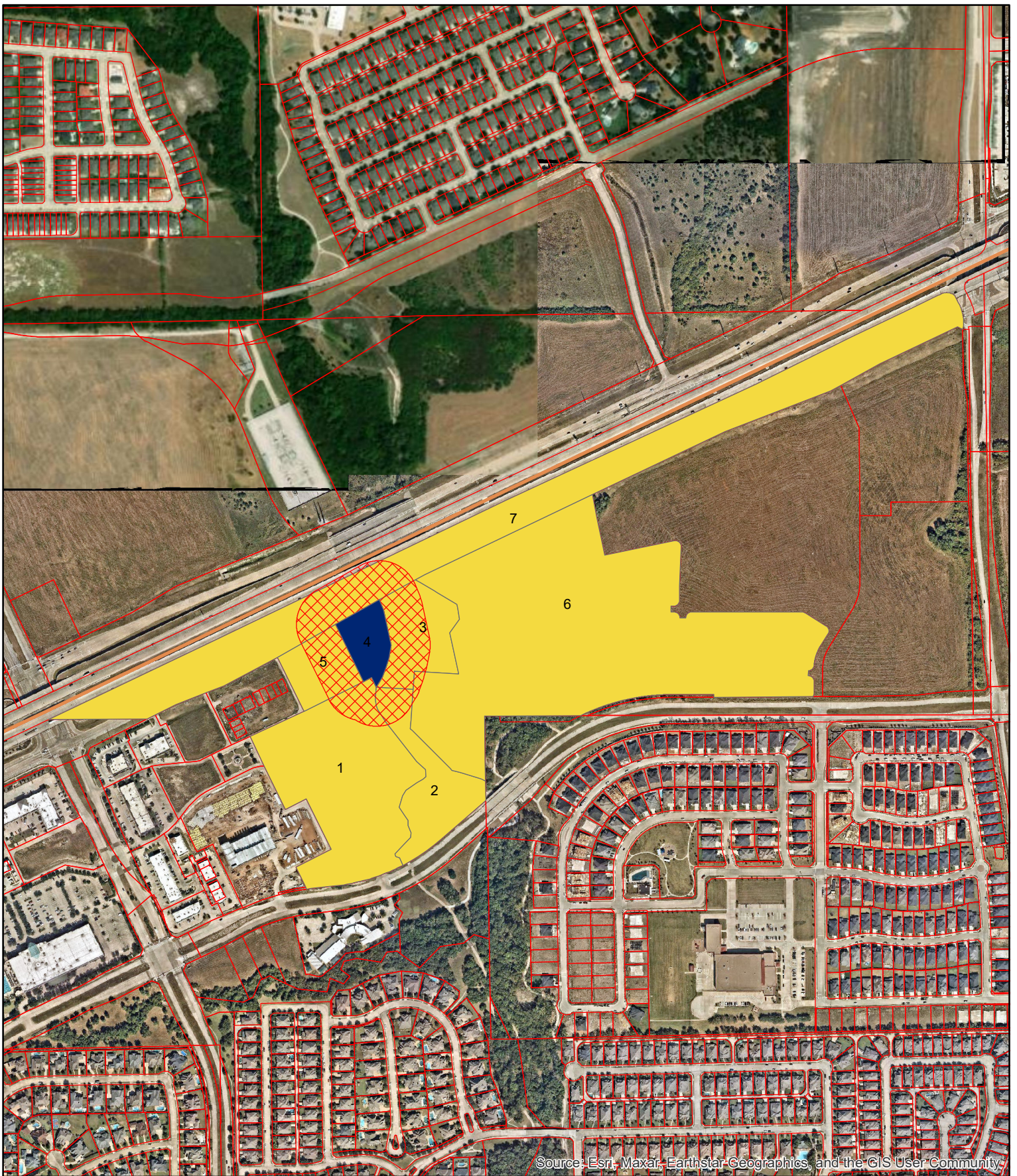
- Clinic services;
- Definition change; and
- Adjacent zoning.

Motion: Upon a motion by Commissioner Kathuria, and a second by Commissioner Cook, the Commission voted 7 IN FAVOR and 0 OPPOSED to recommend approval of an ordinance to amend Planned Development No. 92, as presented. The motion carried.

ATTENDANCE:

Commissioners Present:

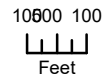
Dan Metevier, Chair
Michael Smiddy, 1st Vice-Chair
Gary Stocker, 2nd Vice-Chair
Kenneth Cook
Sandeep Kathuria
Cynthia Walker
Danielle Westgard



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



STARCREEK SURGICAL CENTER
911 SH121



- 200' Buffer
- Notification Properties
- Subject Parcel
- Collin CAD Parcels

Public Notification Map

Note: This map is for illustrative purposes only please contact Community Development for more details. 214-509-4160

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE:	November 14, 2023
AGENDA CAPTION:	Conduct a Public Hearing and adopt an Ordinance to amend the development and use regulations for Lot 1, Block A, Schumacher Addition, located in Area 1 of Planned Development No. 3, with a base zoning of Light Industrial. [SHB Office]
STAFF RESOURCE:	Marc Kurbansade, Community Development Director
BOARD/COMMISSION ACTION:	June 26, 1986 - Final Plat Approved March 2, 2021 - Replat Approved
PREVIOUS COUNCIL ACTION:	October 19, 1981 - Planned Development No. 3 - Approved - Ordinance 368-10-81 February 12, 2008 - Planned Development No. 3 - Approved - Ordinance 2701-2-08 July 14, 2020 - Planned Development No. 3 - Approved - Ordinance 3758-7-20
STRATEGIC PLANNING GOAL:	Vibrant Community with Lively Destinations and Successful Commercial Centers.

BACKGROUND

The subject property is generally located at the southwest corner of Prestige Circle and Greenville Avenue. The surrounding properties are zoned as follows:

- North (across Prestige Circle): Planned Development No. 3 (PD-3) with a base zoning of Light Industrial (LI)
- East (across Greenville Avenue): Planned Development No. 46 with a base zoning of Community Facilities
- South: PD-3 with a base zoning of LI
- West: PD-3 with a base zoning of Shopping Center

The subject property is zoned PD-3 with a base zoning of LI. The original ordinance established a list of permitted uses, however, amended by Ordinance 2701-2-08 to include LI zoning designation permitted uses as allowed uses. In 2020, the latest approved ordinance amended PD-3 by adopting a concept plan and building elevations. Since then, the property remained in accordance with the concept plan and building elevations and has followed the permitted uses of the LI zoning district.

The applicant is requesting to amend the current zoning in order to introduce new permitted uses. The proposed new permitted uses are: Massage Establishments, Medical Clinic, and Medical or Dental Office, all of which are currently not allowed in the LI zoning district. The request has been reviewed by staff and the current state of the subject property would support the demands of the proposed uses.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to adopt Ordinance No. _____ to amend Planned Development No. 3.

ATTACHMENT(S)

Ordinance

Draft Minutes

Property Notification Map

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP, AS PREVIOUSLY AMENDED, BY AMENDING THE REGULATIONS RELATING TO THE DEVELOPMENT AND USE OF LOT 1, BLOCK A, SCHUMACHER ADDITION WITHIN AREA 1 OF PLANNED DEVELOPMENT “PD” NO. 3 WITH A BASE ZONING OF LIGHT INDUSTRIAL “LI” BY ADDING ADDITIONAL PERMITTED USES; 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 the regulations of Area 1 of Planned Development “PD” No. 3 with a based zoning of Light Industrial, as amended, relating to the development and use of Lot 1, Block A, Schumacher Addition, an addition to the City of Allen, Collin County, Texas, according to the replat thereof recorded in Volume 2021, Slide 119, Map Records, Collin County, Texas (“the Property”) by authorizing the Property to be developed and used for Medical or Dental Office, Medical Clinic, and Massage Establishments purposes in addition to the uses for which the Property may otherwise be developed in Area 1 of Planned Development “PD” No. 3.

SECTION 2. 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 3. 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 4. 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 5. 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 6. 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 14TH DAY OF NOVEMBER 2023.

APPROVED:

Baine L. Brooks, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
(kbl:9/29/2023:4871-5605-2355 v1)

Shelley B. George, TRMC, CITY SECRETARY

October 17, 2023 Planning and Zoning Commission Meeting Minutes

Conduct a Public Hearing and consider a request to amend the regulations of Area 1 of Planned Development No. 3 with a base zoning of Light Industrial, relating to the development and use of Lot 1, Block A, Schumacher Addition, commonly known as 28 Prestige Circle. [SHB Office]

Mr. Bechtluft, Planner, presented the item to the Commission and stated that staff recommends approval of the item.

Chair Metevier opened the public hearing.

With no one speaking, Chair Metevier closed the public hearing.
The Commission discussed parking requirements.

Motion: Upon a motion by Commissioner Cook, and a second by 2nd Vice-Chair Stocker, the Commission voted 7 IN FAVOR and 0 OPPOSED to recommend approval of an ordinance to amend Planned Development No. 3, as presented. The motion carried.

ATTENDANCE:

Commissioners Present:

Dan Metevier, Chair
Michael Smiddy, 1st Vice-Chair
Gary Stocker, 2nd Vice-Chair
Kenneth Cook
Sandeep Kathuria
Cynthia Walker
Danielle Westgard



**SHB ALLEN OFFICE PARK
28 Prestige Cir.**



Public Notification Map

- Subject Parcel
- Notification Properties
- 200' Buffer
- Collin CAD Parcels

Note: This map is for illustrative purposes only please contact Community Development for more details. 214-509-4160

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE: November 14, 2023

AGENDA CAPTION: Conduct a Public Hearing and adopt a Resolution adopting the 2022-2023 Comprehensive Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program.

STAFF RESOURCE: Erin Jones, Planning Manager

PREVIOUS COUNCIL ACTION: July 12, 2022 - approved 2022-2023 Annual Action Plan - Resolution 3927-7-22(R)

STRATEGIC PLANNING GOAL: Safe and Livable Community for All.

BACKGROUND

The CAPER is a summary of the results and accomplishments of the programs funded through the CDBG Program for the 2022-2023 program year. HUD requires this report and reviews how the previous year's programs have implemented the goals established in the five-year Consolidated Plan and further refined in the annual Action Plan. The public hearing is an opportunity for citizens to comment on the report.

The draft CAPER was advertised in *The Allen American* and has been on the City's website for review and comment since October 22, 2023. As of the date of drafting this report, no comments have been received. Once the CAPER is approved by the City Council, it will be submitted to HUD for approval.

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to approve Resolution No. _____ approving the 2022-2023 Comprehensive Annual Performance Evaluation Report (CAPER).

ATTACHMENT(S)

[Resolution](#)
[City of Allen 2022-2023 Caper Summary](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE 2022-2023 COMPREHENSIVE ANNUAL PERFORMANCE EVALUATION REPORT (CAPER); AUTHORIZING ITS SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD); REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Allen City Council recognizes the importance of neighborhood integrity, decent housing and a suitable living environment and has implemented programs to address these needs through participation in the Community Development Block Grant (CDBG) Program; and,

WHEREAS, the City of Allen has implemented programs in compliance with the requirements of the U.S. Department of Housing and Urban Development; and,

WHEREAS, the Allen City Council has undertaken a public participation process including consultation with public service providers, input from residents and public hearings;

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

SECTION 1. In order to fulfill the requirements of the Community Development Block Grant Program of the City of Allen, the City Council of the City of Allen, Texas, hereby approves the 2022-2023 CAPER.

SECTION 2. The Mayor of the City of Allen, along with the City Manager, is hereby authorized to submit the 2022-2023 CAPER to the U.S. Department of Housing and Urban Development (HUD) for review and approval.

SECTION 3. Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 4. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 5. This Resolution shall take effect immediately from and after its passage and it is so duly resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 14TH DAY OF NOVEMBER 2023.

APPROVED:

Baine L. Brooks, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

**City of Allen 2022-2023 COMPREHENSIVE ANNUAL PERFORMANCE EVALUATION
REPORT (CAPER)- SUMMARY**

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This was the nineteenth year that the City of Allen has successfully administered Community Development Block Grant (CDBG) funded programs.

The results of this program year were positive. Overall, the entitlement program met the goals established in the Consolidated Plan. 86% of the awarded grant funds were spent within the plan year and the remaining 14% have been programmed and will be spent within the first quarter of Fiscal Year 2024.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each grantee’s program year goals.

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Home Rehabilitation Program	Affordable Housing	CDBG \$	Homeowner Housing Rehabilitated	Household Housing Unit	50	66	132%	10	13	130%
Homebuyer Education	Affordable Housing	CDBG \$	Other	Other	100	67	67%	20	14	70%
Human Services	Affordable Housing Homeless	CDBG\$	Homelessness Prevention	Persons Assisted	500	353	71%	100	93	93%

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Below is a summary of the accomplishments and expenditures for each priority need from this program year.

Home Repair Program

- Consolidated Plan Goal: The City will provide financial assistance for rehabilitation and repair of owner-occupied units. It is anticipated that 50 dwellings will be rehabbed or repaired at a rate of 10 per year.
- Results: 10 families received assistance with 2022-2023 funds in the amount of \$290,175.54 and 11 received assistance with previous year funds in the amount of \$176,274.21 for a total of 21 projects and \$466,449.75 expended.

Public Service Funding

- Consolidated Plan Goal: Provide support to public service agencies for all classifications of very low to moderate-income persons. Services may include emergency assistance with rent and utilities, counseling, food, and clothing, homeless prevention, transportation services, youth services, shelter for battered women, and hot meals for the elderly.
- Results: 195 families received assistance through public service agencies.
- Expenditures: \$156,957.00

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE: November 14, 2023

AGENDA CAPTION: Confirm appointments of members of the Allen City Council as Board Members to fill vacancies on the Allen Economic Development Corporation and Allen Convention and Visitors Bureau Advisory Board as nominated by Mayor Brooks.

STAFF RESOURCE: Shelley B. George, City Secretary

STRATEGIC PLANNING GOAL: Financially Sound and Transparent City Government.

BACKGROUND

Due to the recent vacancy declared in Council Place No. 1, Mayor Brooks will nominate members of the Allen City Council to fill vacancies in Council seats on the Allen Economic Development Corporation and Allen Convention and Visitors Bureau Advisory Board in accordance with Section 1.3 of the City Council Rules of Order and Procedure which states: "At the commencement of the City Council, the Mayor nominates and the City Council confirms Councilmember appointments to outside agencies, committees, task forces, boards and commissions, and liaison appointments. Councilmembers provide a link for representing the values, beliefs and position of the City Council to these entities. The representative will periodically report to the City Council on the activities of these organizations."

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to confirm the appointment of _____ to fill the unexpired term in Place No. 1 on the Allen Economic Development Corporation and _____ to fill the unexpired term in Place No. 3 on the Allen Convention and Visitors Bureau Advisory Board as nominated by Mayor Brooks.

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE: November 14, 2023

AGENDA CAPTION: Items of Interest.

STRATEGIC PLANNING GOAL: Engaged and Connected Allen Community.