



**AGENDA  
CITY OF ALLEN  
CITY COUNCIL REGULAR MEETING  
JUNE 22, 2021 - 7:00 PM  
CITY COUNCIL CHAMBERS  
ALLEN CITY HALL  
305 CENTURY PARKWAY  
ALLEN, TX 75013**

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

**Pledge of Allegiance.**

1. Members of VFW Post 2195 will Post the Colors and Lead the Pledge of Allegiance.
2. Recognition of Outgoing Councilmember Lauren Doherty.
3. Administration of the Oaths-of-Office and Presentation of the Certificates-of-Election.

**Public Recognition.**

4. Citizen's Comments.

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

5. Presentation of a Blue Star Flag to Family Members of Allen Service Personnel Currently Serving in the U.S. Armed Forces.

**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. Approve Minutes of the June 8, 2021, Regular City Council Meeting.
7. Approve Minutes of the June 16, 2021, City Council Special Called Meeting to Canvass Election.
8. Adopt an Ordinance Amending the Code of Ordinances, Chapter 9 - Motor Vehicles and Traffic, Section 9-137(b), to Modify the School Zone for Allen High

School.

9. Adopt a Resolution and Authorize the City Manager or Designee to Apply for, Accept, Reject, Alter or Terminate a Grant Through the Collin County Parks and Open Space Funding Assistance Program for Construction of the Bethany Lakes Loop Trail.
10. Adopt a Resolution Authorizing the City Manager to Apply For, Accept, Reject, Alter, or Terminate the Bulletproof Vest Partnership Grant Administered by the United States Department of Justice.
11. Adopt a Resolution Authorizing the City Manager to Apply For, Accept, Reject, Alter, or Terminate a SWAT Equipment Enhancement Grant Administered by the State of Texas.
12. Authorize the City Manager to Execute a Contract with Restoration Specialists, LLC, through the Purchasing Cooperative of America for the City Hall Rotunda Repairs in the Amount of \$133,823.
13. Authorize the City Manager to Execute a Change Order with KIK Underground, LLC, for the Windridge Estates Phase 1 Water & Sanitary Sewer Replacement Project in the Amount of \$337,005.

**Regular Agenda.**

14. Conduct a Public Hearing and Adopt an Ordinance to Amend the Development Regulations of Planned Development No. 54 with a base zoning of Industrial Technology and to Adopt a Base Zoning of Corridor Commercial, Zoning Exhibit, Concept Plan, and Building Elevations for Lots 5A and 5B, Block F, Bray Central One; Generally Located Directly West of U.S. Highway 75 and North of Village Way. [Home Zone]

**Other Business.**

15. Calendar.
  - June 26 - Market Street Allen USA Celebration Presented by Texas Health | Allen
  - July 5 - City facilities closed in observance on Independence Day
16. Items of Interest. [*Council announcements regarding local civic and charitable events, meetings, fundraisers, and awards.*]

**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.)

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

**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, June 18, 2021, at 5:00 p.m..

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Shelley B. George, City Secretary

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

<b>CITY COUNCIL AGENDA COMMUNICATION</b>
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<b>AGENDA DATE:</b>	June 22, 2021
<b>SUBJECT:</b>	Recognition of Outgoing Councilmember Lauren Doherty.
<b>STAFF RESOURCE:</b>	Shelley B. George, City Secretary

**BACKGROUND**

Mayor Fulk and the Allen City Council will recognize Councilmember Lauren Doherty for her service to the City of Allen.

Councilmember Lauren Doherty was elected to the Allen City Council in 2018 and served three years. As a member of Council, Doherty has worked as a member of the Nominating Committee and Exchange Parkway Recreation Center Ad Hoc Committee. She has served as council liaison for the Animal Shelter Advisory Committee, Keep Allen Beautiful, Library Board, and Public Art Committee.



<b>CITY COUNCIL AGENDA COMMUNICATION</b>
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<b>AGENDA DATE:</b>	June 22, 2021
<b>SUBJECT:</b>	Administration of the Oaths-of-Office and Presentation of the Certificates-of-Election.
<b>STAFF RESOURCE:</b>	Shelley B. George, City Secretary
<b>ACTION PROPOSED:</b>	Administration of the Oath-of-Office and Presentation of the Certificate-of-Election.

**BACKGROUND**

According to Section 2.15 of the Allen City Charter, "the first meeting of each newly elected council, for induction into office, shall be held at the first regular meeting following its election ... ."

The General Runoff Election of the Allen City Council was held on June 5, 2021. The Allen City Council conducted the Canvass of the Election on June 16, 2021, at which time the following candidates, having secured a majority of votes in Council Place No. 3 and Place No. 5, were declared duly elected:

Councilmember Place No. 3: Dave Cornette  
Councilmember Place No. 5: Dave Shafer

City Secretary Shelley George will administer the Oath-of-Office to the duly elected Councilmembers.

Mayor Fulk will present the Certificates-of-Election to the duly elected councilmembers.

<b>CITY COUNCIL AGENDA COMMUNICATION</b>
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**AGENDA DATE:**

June 22, 2021

**SUBJECT:**

Approve Minutes of the June 8, 2021, Regular City Council Meeting.

**STAFF RESOURCE:**

Shelley B. George, City Secretary

**ATTACHMENTS:**

Minutes

## **ALLEN CITY COUNCIL**

### **REGULAR MEETING**

**JUNE 8, 2021**

#### **Present:**

Kenneth Fulk, Mayor

#### **Councilmembers:**

Baine Brooks, Mayor Pro Tem

Daren Meis

Carl Clemencich

Lauren Doherty

Chris Schulmeister

#### **City Staff:**

Eric Ellwanger, City Manager

Eric Strong, Deputy City Manager

Tim Dentler, Assistant City Manager

Rebecca Vice, Assistant City Manager (absent)

Shelley B. George, City Secretary

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

Rocio Gonzalez, Deputy City Secretary

Chelsey Aprill, Communication Manager

Pete Smith, Attorney (absent)

Shelby Percy, Attorney

#### **Workshop Session**

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With a quorum of the Councilmembers present, the Workshop Session of the Allen City Council was called to order by Mayor Fulk at 6:00 p.m. on Tuesday, June 8, 2021, in the Basement Meeting Rooms of Allen City Hall, 305 Century Parkway, Allen, Texas.

- 1. Presentation on Potential Partnership with Credit Union of Texas.**
- 2. Committee Updates from City Council Liaisons.**
- 3. Questions on Current Agenda.**

With no further discussion, the Workshop Session of the Allen City Council was adjourned at 6:30 p.m. on Tuesday, June 8, 2021.

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

With a quorum of the Councilmembers present, the Regular Meeting of the Allen City Council was called to order by Mayor Fulk at 7:00 p.m. on Tuesday, June 8, 2021, in the City Council Chambers of Allen City Hall, 305 Century Parkway, Allen, Texas.

**Pledge of Allegiance**

**Public Recognition**

1. **Citizen Comments.**
2. **Presentation of Proclamations by the Office of the Mayor.**
  - Presentation of a Proclamation of Special Recognition to the Community Emergency Response Team (C.E.R.T.) and the Citizen's Fire Academy Alumni.

**Consent Agenda**

**MOTION:** Upon a motion made by Councilmember Clemencich and a second by Councilmember Doherty, the Council voted six (6) for and none (0) opposed to adopt all items on the Consent Agenda as follows:

3. **Approve Minutes of the May 25, 2021, Regular City Council Meeting.**
4. **Adopt an Ordinance Amending the Allen Land Development Code, Article II, Administration, Section 2.01.1, Planning and Zoning Commission Regarding Length of Terms.**

**ORDINANCE NO. 3832-6-21:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE, AS PREVIOUSLY AMENDED, BY AMENDING ARTICLE II, ADMINISTRATION, SECTION 2.01.1, PLANNING AND ZONING COMMISSION; MEMBERSHIP; MEETINGS; ESTABLISHING TERM LENGTH FOR PLANNING AND ZONING COMMISSION; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

5. **Award Bid and Authorize the City Manager to Execute a Contract with Heritage One Roofing, Inc., for Labor, Equipment, and Installation in the Amount of \$478,725 and with The Garland Company for Materials in the Amount of \$554,614 for the Don Rodenbaugh Natatorium Roof Replacement Project Phase 1 for a Total Project Amount of \$1,136,673.**
6. **Authorize the City Manager to Award a Bid to Team Marathon Fitness, Inc., for the Purchase and Installation of Cardio Fitness Equipment at City Recreation Facilities in the Amount of \$136,208.**
7. **Motion to Set June 16, 2021, as the Date of the Canvass of the City of Allen General Runoff Election held on June 5, 2021.**

The motion carried.

**Regular Agenda**

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8. **Award Bid and Authorize the City Manager to Execute a Contract with Ed Bell Construction Company for Construction of Arterial Roadway Improvements Associated with The Farm Development in the Amount of \$3,726,455.**

**MOTION:** Upon a motion made by Councilmember Schulmeister and a second by Councilmember Doherty, the Council voted six (6) for and none (0) opposed to award bid and authorize the City Manager to execute a contract with Ed Bell Construction Company for construction of arterial roadway improvements associated with The Farm Development in the amount of \$3,726,455. The motion carried.

9. **Authorize the City Manager to Execute a Contract with AP Gulf States, Inc., dba Adolfson & Peterson Construction for the Construction of the Stephen G. Terrell Recreation Center in the Amount of \$40,406,500.**

Although this item was not a Public Hearing, Mayor Fulk asked anyone wishing to speak for or against this item to do so at this time.

The following individuals spoke against this item:

Michelle Bishop, 757 David's Way, Allen, Texas  
Paula Cheek, 903 Glen Rose, Allen, Texas  
Heather Garrett, 1103 Lamplight Way, Allen, Texas  
Angela Martinez, 1825 Valencia Drive, Allen, Texas  
Robert Cubbage, 804 Fawn Valley, Allen, Texas  
Terry Ramsey, 531 White Oak, Allen, Texas; and,  
Bryce Greene, 1175 Montgomery Blvd., Allen, Texas.

Jennifer Hasko, 1305 Lamar Lane, Allen, Texas, spoke in support of this item.

The following individual did not speak, but wished his opposition be recorded:  
Nathan Polsky, 1108 Timberline Lane, Allen, Texas.

**MOTION:** Upon a motion made by Councilmember Doherty and a second by Councilmember Clemencich, the Council voted five (5) for and one (1) opposed, with Councilmember Meis casting the opposing vote, to authorize the City Manager to execute a contract with AP Gulf States, Inc., dba Adolfson & Peterson Construction for the construction of the Stephen G. Terrell Recreation Center in the amount of \$40,406,500. The motion carried.

10. **Motion to Confirm Appointments to the Downtown Steering Committee as Recommended by Mayor Fulk.**

**MOTION:** Upon a motion made by Mayor Pro Tem Brooks and a second by Councilmember Schulmeister, the Council voted six (6) for and none (0) opposed to confirm appointments to the Downtown Steering Committee as recommended by Mayor Fulk:

- Tommy Baril, Chair
- Murry McKenzie, Vice-Chair
- Alyssa Schnick
- Mary Vail-Grube

- Austin Bassil
- Stacey Greer
- Doug Galletti
- Janet Sherlip
- Ana Sutter
- Gregg Watling
- Robert (Bob) Acker
- Marcelle Jones
- Ted Gould

The motion carried.

**Other Business**

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**11. Calendar.**

- June 16 – Canvass of the General Election Runoff Election, 5:00 p.m.
- June 22 – Council Reception, 5:30 p.m.

**12. Items of Interest.**

- Mayor Pro Tem Brooks congratulated Katelyn Jong from Metroplex Gym in Allen on claiming the 2021 U.S. Gymnastics Championships Junior All-Around title and wished her success as she represents the U.S. at the 2021 Junior Pan American Championships.

**Executive Session**

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The Executive Session was not held.

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

**Adjournment**

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**MOTION:** Upon a motion made by Mayor Pro Tem Brooks and a second by Councilmember Doherty, the Council voted six (6) for and none (0) opposed to adjourn the Regular Meeting of the Allen City Council at 8:45 p.m. on Tuesday, June 8, 2021. The motion carried.

These minutes approved on the 22<sup>nd</sup> day of June 2021.

**APPROVED:**

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**Kenneth M. Fulk, MAYOR**

**ATTEST:**

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**Shelley B. George, TRMC, CITY SECRETARY**

<b>CITY COUNCIL AGENDA COMMUNICATION</b>
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**AGENDA DATE:**

June 22, 2021

**SUBJECT:**

Approve Minutes of the June 16, 2021, City Council  
Special Called Meeting to Canvass Election.

**STAFF RESOURCE:**

Shelley B. George, City Secretary

**ATTACHMENTS:**

Minutes

**ALLEN CITY COUNCIL  
SPECIAL CALLED MEETING  
CANVASS OF THE ELECTION  
JUNE 16, 2021**

**Present:**

Kenneth M. Fulk, Mayor

**Councilmembers:**

Baine Brooks, Mayor Pro Tem (absent)

Daren Meis

Carl Clemencich (absent)

Lauren Doherty (absent)

Chris Schulmeister

**City Staff:**

Eric Ellwanger, City Manager (absent)

Eric Strong, Deputy City Manager

Tim Dentler, Assistant City Manager

Rebecca Vice, Assistant City Manager

Shelley B. George, City Secretary

Rocio Gonzalez, Deputy City Secretary

Teresa Warren, Director of Public and Media Relations

Peter G. Smith, City Attorney

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

With a quorum of the Councilmembers present, the Special Called Meeting of the Allen City Council was called to order by Mayor Fulk at 5:00 p.m. on Wednesday, June 16, 2021, in the Council Chambers of the Allen City Hall, 305 Century Parkway, Allen, Texas. In accordance with Section 67.004.a. of the Texas Election Code, two members of the authority constitute a quorum for purposes of canvassing an election.

**Consider All Matters Incident  
and Related to the General Runoff Election Held on June 5, 2021**

**1. Canvass of Election Returns.**

Ms. George reviewed for the City Council the election returns for the City Council General Runoff Election for the City Councilmembers for Place No. 3 and Place No. 5. She distributed and reviewed handout materials including early voting totals, Election Day totals, and the combined Election totals. She also reviewed voting statistics including 66,230 registered voters and 8,865 total votes, which indicated a 13.39% voter turnout. Any votes cast by military overseas ballots (FPCA - Federal Post Card Application) and provisional ballots have been verified by the Early Voting Ballot Board and are included in the verified totals. The totals verified the following results:



	EARLY VOTES CAST	BALLOTS BY MAIL	REGULAR VOTES CAST	PROVIS- IONAL BALLOTS	TOTAL VOTES CAST
<b>COUNCILMEMBER PLACE NO. 3</b>					
LAUREN DOHERTY	2,746	263	974	6	3,989
DAVE CORNETTE	3,421	74	1,338	2	4,835
<b>COUNCILMEMBER PLACE NO. 5</b>					
DAVE SHAFER	3,356	100	1,317	2	4,775
PHILIP BREWER	2,751	221	963	7	3,942

**2. Adopt a Resolution Declaring the Results of the General Runoff Election for City Councilmembers for Place No. 3 and Place No. 5.**

**RESOLUTION NO. 3833-6-21(R):** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, DECLARING THE RESULTS OF THE GENERAL RUNOFF ELECTION OF THE CITY OF ALLEN HELD JUNE 5, 2021, FOR THE PURPOSE OF ELECTING THE CITY COUNCILMEMBERS FOR PLACE NOS. 3 AND 5; AND PROVIDING AN EFFECTIVE DATE.

**MOTION:** Upon a motion by Councilmember Schulmeister and a second by Councilmember Meis, the Council voted three (3) for and none (0) opposed to approve Resolution No. 3833-6-21(R), as previously captioned, declaring the results of the June 5, 2021, General Runoff Election. The motion carried.

Mayor Fulk announced that the Canvass of the Election was completed.

**Adjourn**

**MOTION:** Upon a motion made by Councilmember Meis and a second by Councilmember Schulmeister, the Council voted three (3) for and none (0) opposed to adjourn the Special Called Meeting of the Allen City Council at 5:06 p.m. on Wednesday, June 16, 2021. The motion carried.

These minutes approved on the 22<sup>nd</sup> day of June 2021.

**APPROVED:**

\_\_\_\_\_  
**Kenneth M. Fulk, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Shelley B. George, TRMC, CITY SECRETARY**

<b>CITY COUNCIL AGENDA COMMUNICATION</b>
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**AGENDA DATE:**

June 22, 2021

**SUBJECT:**

Adopt an Ordinance Amending the Code of Ordinances, Chapter 9 - Motor Vehicles and Traffic, Section 9-137(b), to Modify the School Zone for Allen High School.

**STAFF RESOURCE:**

Chris Flanigan, Director of Engineering

**ACTION PROPOSED:**

Adopt an Ordinance Amending the Code of Ordinances, Chapter 9 - Motor Vehicles and Traffic, Section 9-137(b), to Modify the School Zone for Allen High School.

**BACKGROUND**

As traffic patterns and volume changes over time, modifications to the school zones are periodically needed. Over the years, the enrollment of the Allen High School has increased. As a result, traffic volumes on Rivercrest Drive have also increased, especially during the morning drop off and afternoon pick-up time. The school driveways get heavily congested and require school resource officers to direct traffic at the driveway south of Station Park Drive and the driveway west of Greenville Avenue. The Allen Police Department recommends these two driveways be included in the school zone on Rivercrest Drive to improve traffic control, enhance safety, and reduce speed. Both locations are currently outside of the existing school zone area, and therefore require lengthening the school zone to include them.

The Allen Independent School District has been consulted in this action through the Traffic Safety Advisory Committee and have endorsed it.

**BUDGETARY IMPACT**

The Fiscal Year 2021 Engineering Department Budget is sufficient to accommodate expenses for this modification (relocation of school flasher assemblies, new concrete foundation for flasher poles, and signage costs).

**STAFF RECOMMENDATION**

Staff recommends that the City Council Adopt an Ordinance Amending the Code of Ordinances, Chapter 9 - Motor Vehicles and Traffic, Section 9-137(b), to Modify the School Zone for Allen High School.

**MOTION**

*I make a motion to adopt Ordinance No. \_\_\_\_\_ amending the Code of Ordinances, Chapter 9 -*

***Motor Vehicles and Traffic, Section 9-137(b), to modify the school zone for the Allen High School.***

**ATTACHMENTS:**

Ordinance

Location Map

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 9, SECTION 9-137(b), SUBSECTION (1) MODIFYING THE SCHOOL ZONE FOR ALLEN HIGH SCHOOL; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1.** The Code of Ordinances of the City of Allen, Texas, be and the same is hereby amended by amending Chapter 9, Section 9-137(b) subsection (1) modifying the school zone for ALLEN HIGH SCHOOL; to read as follows:

**“Sec. 9-137. – School zones; signs.**

...

(b) In accordance with the recommendations of the Traffic Engineer, the following designated locations, measured from centerline of roadway to centerline of roadway, and areas are declared to be school zones and the maximum speed limit for all motor vehicles operated within such areas and locations and on such streets on school days, when either a flashing warning signal is in operation, or when appropriate signs are in place and conspicuous shall be as follows:

(1) *Allen High School: Twenty (20) miles per hour:* Twenty (20) miles per hour.

a) Rivercrest Boulevard from three hundred thirty-five (335) feet west of Greenville Avenue to seventy-five (75) feet south of Station Park Drive.”

**SECTION 2.** All ordinances of the City of Allen in conflict with the provisions of this ordinance shall be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict herewith shall remain in full force and effect.

**SECTION 3.** An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

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

**SECTION 5.** Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Allen, as previously amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense.

**SECTION 6.** This ordinance shall take effect immediately from and after its passage and publication of the caption as required by law, 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 22<sup>ND</sup> DAY OF JUNE 2021.**

**APPROVED:**

\_\_\_\_\_  
**Kenneth M. Fulk, MAYOR**

**APPROVED AS TO FORM:**

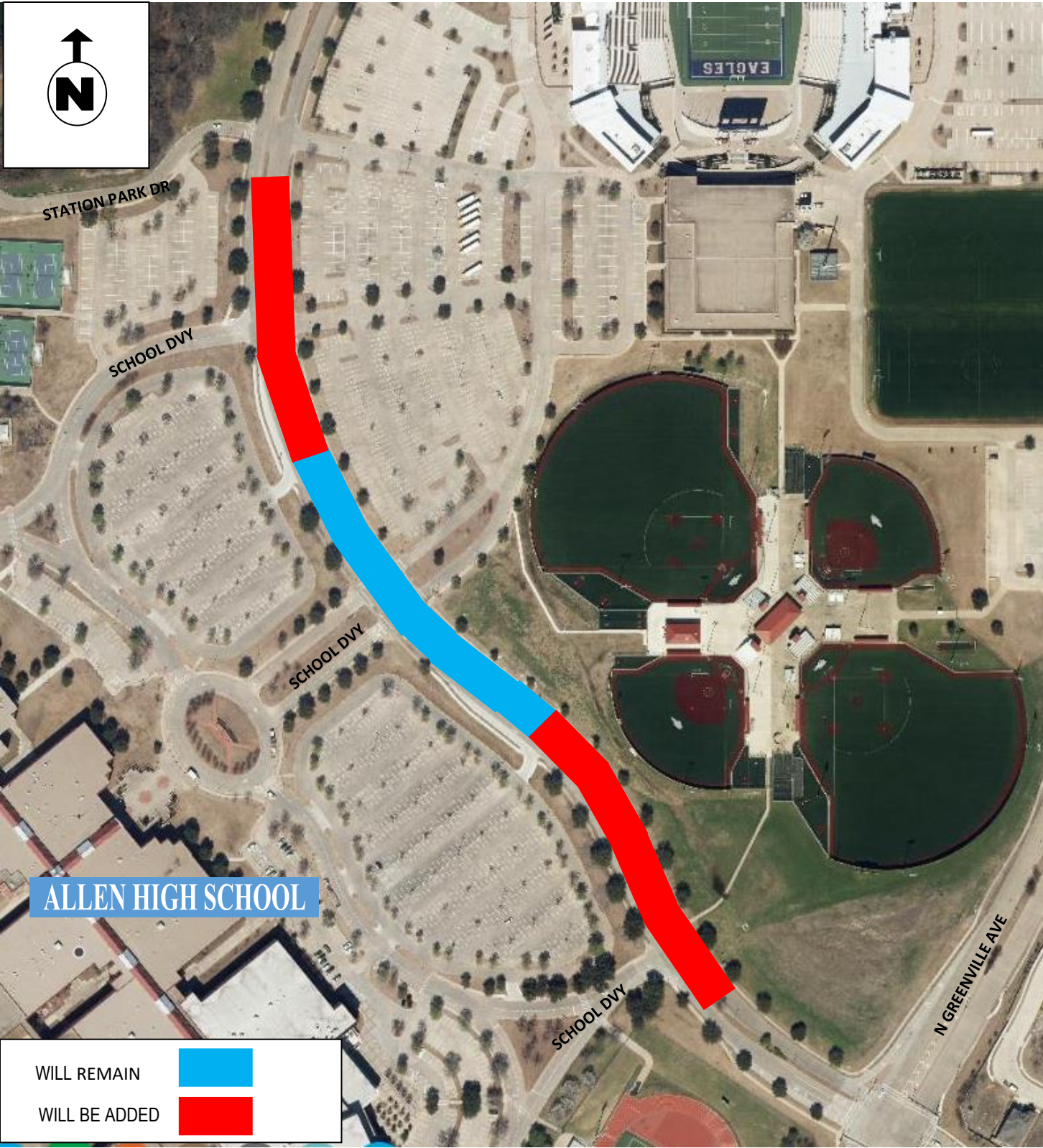
**ATTEST:**

\_\_\_\_\_  
**Peter G. Smith, CITY ATTORNEY**

\_\_\_\_\_  
**Shelley B. George, TRMC, CITY SECRETARY**

**LOCATION MAP**

**Allen High School  
School Zones  
(June 22,2021)**



<b>CITY COUNCIL AGENDA COMMUNICATION</b>
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**AGENDA DATE:**

June 22, 2021

**SUBJECT:**

Adopt a Resolution and Authorize the City Manager or Designee to Apply for, Accept, Reject, Alter or Terminate a Grant Through the Collin County Parks and Open Space Funding Assistance Program for Construction of the Bethany Lakes Loop Trail.

**STAFF RESOURCE:**

Kate Meacham, Director of Parks and Recreation

**ACTION PROPOSED:**

Adopt a Resolution and Authorize the City Manager or Designee to Apply for, Accept, Reject, Alter or Terminate a Grant Through the Collin County Parks and Open Space Funding Assistance Program for Construction of the Bethany Lakes Loop Trail.

**BACKGROUND**

The Bethany Lakes Loop Trail was designed in-house and publicly bid as an alternate in 2015. The Loop Trail was not constructed due to funding constraints at the time. The proposed loop trail is a desirable amenity at the park in that it will provide a continuous one-mile hike and bike circulation path around the entire park. Staff anticipates that this project will be an instant success, based on the popularity and usefulness of the loop trail at Celebration Park.

**BUDGETARY IMPACT**

The Collin County Parks and Open Space Funding Assistance Program will reimburse up to 50% of projects selected. The program funds are reimbursable, requiring the City to first expend the construction costs and request reimbursement of funds granted. Bethany Lakes Loop Trail expenses are anticipated to be \$463,626. The City's required match is available from the Allen Community Development Corporation 4B Sales Tax Funds allocated and authorized for trail construction.

**STAFF RECOMMENDATION**

Staff recommends that the City Council Adopt a Resolution Authorizing the City Manager or Designee to Apply for, Accept, Reject, Alter, or Terminate a Grant Through the Collin County Parks and Open Space Funding Assistance Program for the Construction of the Bethany Lakes Loop Trail.

**MOTION**

*I make a motion to adopt Resolution No. \_\_\_\_\_ authorizing the City Manager or designee to apply for, accept, reject, alter, or terminate a grant through the Collin County Parks and Open Space*

***Funding Assistance Program for construction of the Bethany Lakes Loop Trail.***

**ATTACHMENTS:**

Resolution

Project Location Map

Project Site Map



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, HEREINAFTER REFERRED TO AS “APPLICANT”, DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR, ACTING FOR, AND ON BEHALF OF THE “APPLICANT” IN DEALING WITH COLLIN COUNTY, HERINAFTER REFERRED TO AS “GRANTOR”, FOR THE PURPOSE OF PARTICIPATING IN THE COLLIN COUNTY PARK AND OPEN SPACE PROJECT FUNDING ASSISTANCE PROGRAM, HEREINAFTER REFERRED TO AS THE “PROGRAM”: CERTIFYING THAT THE “APPLICANT” IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE: CERTIFYING THAT THE “APPLICANT” MATCHING SHARE IS READILY AVAILABLE: AND DEDICATING THE PROPOSED FACILITY FOR PERMANENT PUBLIC PARK AND PEDESTRIAN TRANSPORTATION USES: AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the “Applicant” is fully eligible to receive assistance under the “Program”; and,

**WHEREAS**, the “Applicant” is desirous of authorizing an official to represent and act for the “Applicant” in dealing with the “Grantor” concerning the “Program”; and,

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

**SECTION 1.** The “Applicant” hereby certifies that it is eligible to receive assistance under the “Program”.

**SECTION 2.** The “Applicant” hereby certifies that the matching share for this application is readily available at this time.

**SECTION 3.** The “Applicant” hereby authorizes and directs its City Manager or designee to act for the “Applicant” in dealing with the “Grantor” for the purpose of the “Program”, and Eric Ellwanger is hereby officially designated as the representative in this regard.

**SECTION 4.** The “Applicant” hereby specifically authorizes the official to make application to the “Grantor” concerning the project known as the Bethany Lakes Loop Trail in the City of Allen. That the Bethany Lakes Loop Trail will be dedicated upon completion of construction for public recreation purposes in perpetuity.

**SECTION 5.** This Resolution shall become effective immediately from and after its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 22<sup>nd</sup> DAY OF JUNE 2021.**

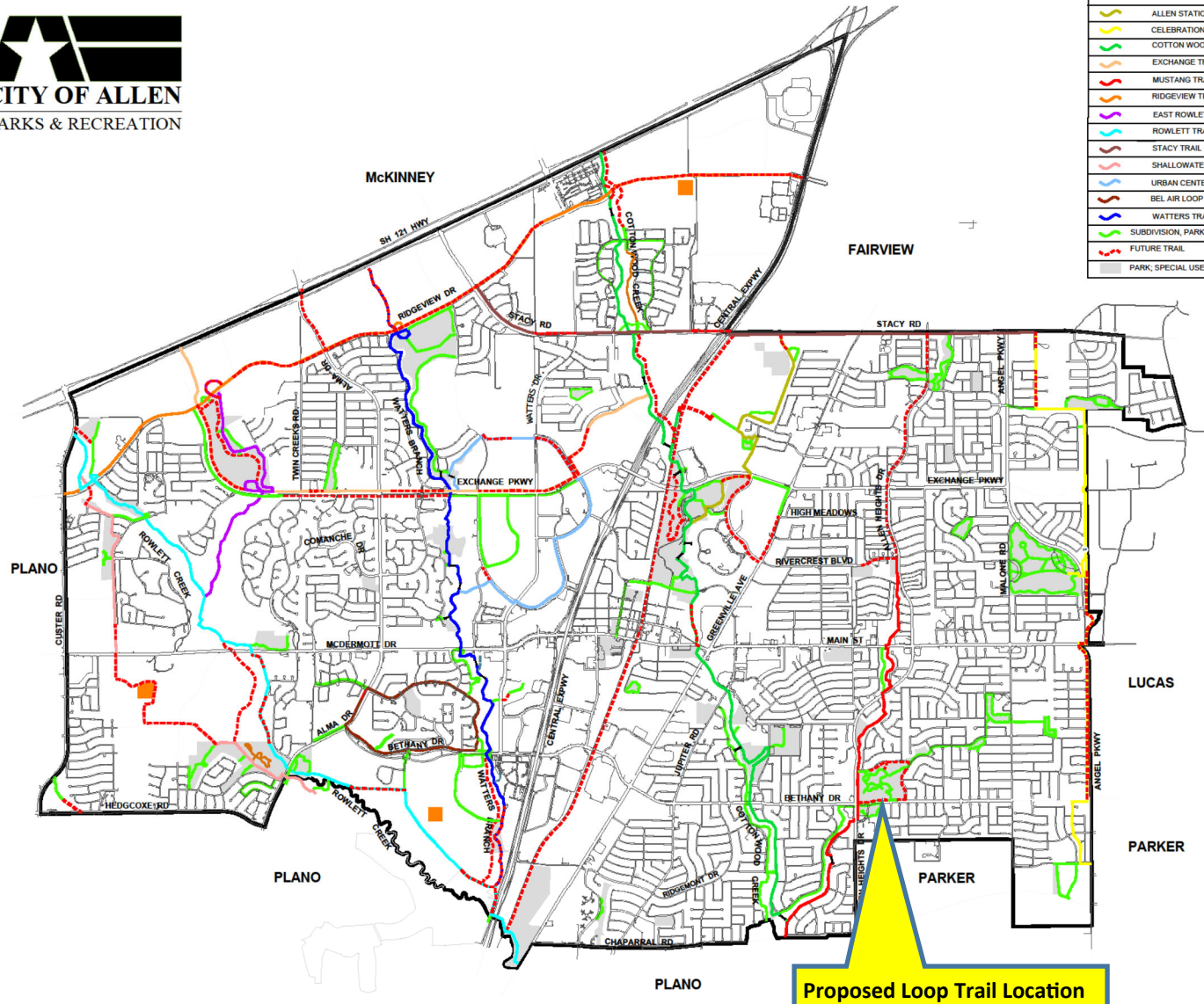
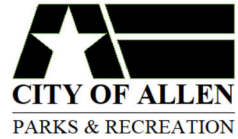
**APPROVED:**

\_\_\_\_\_  
**Kenneth Fulk, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Shelley B. George, TRMC, CITY SECRETARY**

# ALLEN HIKE AND BIKE TRAIL



LEGEND	MILEAGE		MARKERS
	EXISTING	PROPOSED	INSTALLED
ALLEN STATION TRAIL	1.67	0.29	0.00
CELEBRATION PASS	2.37	1.91	1.00
COTTON WOOD TRAIL	5.02	0.74	3.00
EXCHANGE TRAIL	1.63	2.13	0.00
MUSTANG TRAIL	2.77	1.49	2.50
RIDGEVIEW TRAIL	2.05	5.36	0.00
EAST ROWLETT TRAIL	2.14	0.26	1.50
ROWLETT TRAIL	3.55	1.86	2.00
STACY TRAIL	3.80	1.67	0.00
SHALLOWATER TRAIL	1.91	1.48	0.00
URBAN CENTER LOOP	2.50	1.63	0.00
BEL AIR LOOP	2.20	0.00	0.00
WATTERS TRAIL	3.50	1.00	3.50
SUBDIVISION, PARK, AND TRAIL LINKAGES			
FUTURE TRAIL			
PARK, SPECIAL USE, OR RECREATION FACILITY			





# BETHANY LAKES LOOP TRAIL

SCALE: NTS

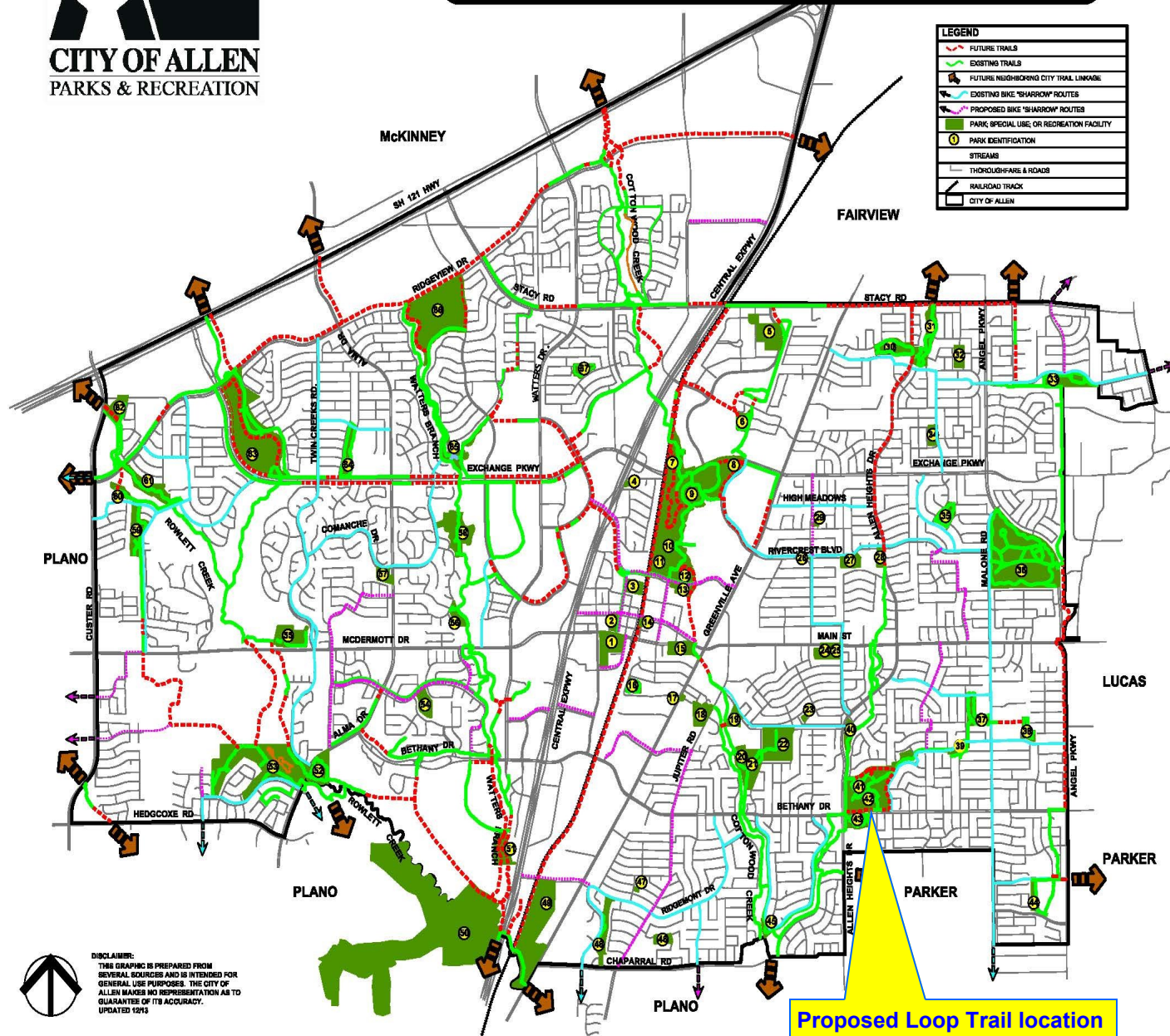


12/22/16



# ALLEN PARKS AND TRAILS MAP

January 1, 2017



	FUTURE TRAILS
	EXISTING TRAILS
	FUTURE NEIGHBORING CITY TRAIL LINKAGE
	EXISTING BIKE "SHARROW" ROUTES
	PROPOSED BIKE "SHARROW" ROUTES
	PARK, SPECIAL USE, OR RECREATION FACILITY
	PARK IDENTIFICATION
	STREAMS
	THOROUGHFARE & ROADS
	RAILROAD TRACK
	CITY OF ALLEN

INDEX	NAME OF PARK	TYPE OF PARK
1	ALLEN CITY HALL / PLAZA	FACILITY
2	RECREATION HALL	FACILITY
3	ALLEN PUBLIC LIBRARY	FACILITY
4	ROLLING HILLS PARK	POCKET PARK
5	ALLEN EVENT CENTER	FACILITY
6	SPRING MEADOW PARK	NEIGHBORHOOD
7	ALLEN HISTORIC DAM	GREENBELT
8	DON RODENBAUGH NATATORIUM	FACILITY
9	ALLEN STATION PARK	REGIONAL
10	HYDROUS	FAC/SPORTS COMPLEX
11	ALLEN VISITOR CENTER/ "THE EDGE"	FAC/SPORTS COMPLEX
12	ALLEN SENIOR CENTER	FACILITY
13	ALLEN HERITAGE VILLAGE	SPECIAL USE
14	ALLEN HERITAGE DEPOT	FACILITY
15	ALLEN CEMETERY	SPECIAL USE
16	ALLENWOOD PARK	NEIGHBORHOOD
17	TIMBERCREEK PROPERTY	UNDEVELOPED
18	JUPITER PARK	SPORTS COMPLEX
19	FORD PARK NORTH	UNDEVELOPED
20	FORD PARK WEST	COMMUNITY
21	FORD POOL	FACILITY
22	FORD PARK EAST	COMMUNITY
23	HILLSIDE PLAY AREA	POCKET PARK
24	HILLSIDE PARK	WELLNESS PARK
25	BLUE SKY SPORTS CENTER	FAC/SPORTS COMPLEX
26	LIBERTY GARDEN	SPECIAL USE
27	REED PARK WEST	NEIGHBORHOOD
28	REED PARK EAST	NEIGHBORHOOD
29	WALDEN PARK	POCKET PARK
30	GREENVILLE HEIGHTS	GREENBELT
31	"THE BLUFFS" AT LOST CREEK	GREENBELT
32	LOST CREEK PARK	NEIGHBORHOOD
33	STACY RIDGE PARK	NEIGHBORHOOD
34	BRADFORD CROSSING PARK	NEIGHBORHOOD
35	COUNTRY MEADOWS PARK	NEIGHBORHOOD
36	CELEBRATION PARK	COMMUNITY
37	STORY PARK	NEIGHBORHOOD
38	ORCHARDS PARK	NEIGHBORHOOD
39	FOX HOLLOW	UNDEVELOPED
40	SHADOW LAKES PARK	GREENBELT
41	BETHANY LAKES PARK	COMMUNITY
42	JOE FARMER RECREATION CENTER	FACILITY
43	BETHANY RIDGE PARK	NEIGHBORHOOD
44	MORGAN CROSSING PARK	NEIGHBORHOOD
45	HERITAGE PARK	GREENBELT
46	COTTONWOOD BEND PARK	NEIGHBORHOOD
47	WINDRIDGE PROPERTY	UNDEVELOPED
48	COLLIN SQUARE	GREENBELT
49	MOLSEN FARM	UNDEVELOPED
50	THE COURSES AT WATERS CREEK	REGIONAL
51	LOWER WATERS BRANCH PROPERTY	UNDEVELOPED
52	SUNCREEK PARK	NEIGHBORHOOD
53	THE TRAIL AT THE WOODS	GREENBELT
54	WATERS CROSSING PARK	NEIGHBORHOOD
55	BOLIN PARK	SPORTS COMPLEX
56	RAINTREE	UNDEVELOPED
57	GREEN PARK	NEIGHBORHOOD
58	DAYSpring NATURE PRESERVE	NATURE PRESERVE
59	TWIN CREEKS PARK	NEIGHBORHOOD
60	CLUSTER MEADOWS	GREENBELT
61	BRIDGEWATER CROSSING	GREENBELT
62	WEST ROWLETT CREEK PROPERTY	UNDEVELOPED
63	ESTEVIE PROPERTY	UNDEVELOPED
64	GLENDOWER PARK	NEIGHBORHOOD
65	WATERFORD PARK	NEIGHBORHOOD
66	WATERS BRANCH PROPERTY	UNDEVELOPED
67	QUAIL RUN PARK	NEIGHBORHOOD



DISCLAIMER:  
THIS GRAPHIC IS PREPARED FROM  
SEVERAL SOURCES AND IS INTENDED FOR  
GENERAL USE PURPOSES. THE CITY OF  
ALLEN MAKES NO REPRESENTATION AS TO  
GUARANTEE OF ITS ACCURACY.  
UPDATED 12/13

Proposed Loop Trail location

## CITY COUNCIL AGENDA COMMUNICATION

<b>AGENDA DATE:</b>	June 22, 2021
<b>SUBJECT:</b>	Adopt a Resolution Authorizing the City Manager to Apply For, Accept, Reject, Alter, or Terminate the Bulletproof Vest Partnership Grant Administered by the United States Department of Justice.
<b>STAFF RESOURCE:</b>	Brian Harvey, Chief of Police Ken Myers, Deputy Chief of Police Jason Erter, Police Sergeant
<b>PREVIOUS COUNCIL ACTION:</b>	The City Council has previously adopted Resolution Nos. 2726-4-08(R), 3147-5-13(R), 3301-5-15(R), and 3487-6-17(R) authorizing the City Manager to apply for, accept, reject, alter, or terminate grants from the United States Department of Justice for bulletproof vests.
<b>ACTION PROPOSED:</b>	Adopt a Resolution Authorizing the City Manager to Apply For, Accept, Reject, Alter, or Terminate the Bulletproof Vest Partnership Grant Administered by the United States Department of Justice.

### **BACKGROUND**

The Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement. Since 1999, over 11,900 jurisdictions have participated in the BVP Program, with \$173 million in federal funds committed to support the purchase of an estimated 450,000 vests.

The Office of Justice Programs' Bureau of Justice Assistance (BJA) administers the BVP program. Eligible jurisdictions include general purpose units of local government such as cities, counties, parishes, and municipalities; federally recognized Indian Tribes; the 50 states; the District of Columbia; American Samoa; Guam; the Northern Mariana Islands; Puerto Rico; and the U.S. Virgin Islands. Eligible law enforcement officers for BVP program purposes include police officers, sheriff deputies, correctional officers, parole and probation agents, prosecutors and judicial officials.

BVP funds up to 50% of the cost of each vest purchased or replaced by law enforcement applicants. The BVP Act of 1998 requires that at least half of all appropriated funds support applications from jurisdictions with populations under 100,000 people. The Allen Police Department has participated in this grant since 1999 and the City of Allen has been awarded this grant every year.

The grant is through BJA and we have requested \$11,849.85 under the grant.

## **BUDGETARY IMPACT**

The Bulletproof Vest Partnership Grant reimburses the city up to a maximum of 50% of the cost of vests. Each vest currently costs approximately \$789 each and the department will be replace approximately 30 vests each year. The budgetary impact should not exceed \$15,000.

## **STAFF RECOMMENDATION**

Staff recommends that the City Council adopt a Resolution authorizing the City Manager apply for, accept, reject, alter, or terminate the Bulletproof Vest Partnership Grant administered by the United States Department of Justice.

## **MOTION**

*I make a motion to adopt Resolution No. \_\_\_\_\_ authorizing the City Manager apply for, accept, reject, alter, or terminate the Bulletproof Vest Partnership Grant administered by the United States Department of Justice.*

## **ATTACHMENTS:**

Resolution

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, REJECT, ALTER, OR TERMINATE A GRANT FROM THE UNITED STATES DEPARTMENT OF JUSTICE FOR BULLETPROOF VESTS, IF AWARDED; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Allen Police Department finds it in the best interest of the City to apply for funding under the U.S. Department of Justice, Bureau of Justice Assistance Bulletproof Vest Partnership Grant initiative designed to provide a critical resource to local law enforcement; and,

**WHEREAS**, the program provides for funding for up to fifty percent of the cost of purchasing NIJ-approved vests to each local agency that receives and accepts a federal grant under the program; and,

**WHEREAS**, the program is considered a payment reimbursement program and provides funding for designated purposes but does not involve post award activities.

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

**SECTION 1.** The City of Allen has agreed that in the event of loss or misuse of Bulletproof Vest Grant Funds all or partial funding will be returned to the United States Department of Justice.

**SECTION 2.** The City Manager is hereby authorized to apply for, accept, reject, alter, or terminate a grant from the United States Department of Justice for a Bulletproof Vest Grant.

**SECTION 3.** This Resolution shall become effective immediately from and after its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 22<sup>ND</sup> DAY OF JUNE 2021.**

**APPROVED:**

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**Kenneth M. Fulk, MAYOR**

**ATTEST:**

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**Shelley B. George, CITY SECRETARY**

## **CITY COUNCIL AGENDA COMMUNICATION**

**AGENDA DATE:**

June 22, 2021

**SUBJECT:**

Adopt a Resolution Authorizing the City Manager to Apply For, Accept, Reject, Alter, or Terminate a SWAT Equipment Enhancement Grant Administered by the State of Texas.

**STAFF RESOURCE:**

Brian E. Harvey, Chief of Police  
Marshall DeBlanc, Police Lieutenant

**ACTION PROPOSED:**

Adopt a Resolution Authorizing the City Manager to Apply For, Accept, Reject, Alter, or Terminate a SWAT Equipment Enhancement Grant Administered by the State of Texas.

### **BACKGROUND**

State Homeland Security Program (SHSP) - Law Enforcement Terrorism Prevention Activities (LETPA) supports state, tribal and local preparedness activities that continue to build law enforcement capabilities to prevent terrorist attacks and support critical prevention and protection activities. All LETPA investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, all SHSP-LETPA projects must assist grantees in achieving target capabilities related to preventing, preparing for, or protecting against acts of terrorism.

This grant, if awarded, will fund vital thermal imaging equipment which can be used by the Allen Police Department's SWAT team in support of this grant's mission. Thermal imagers create an improved level of safety, provide detection, and situational awareness for our SWAT officers.

### **BUDGETARY IMPACT**

The grant covers the cost of the thermal imaging equipment up to \$5,000. Any additional costs would be covered in the police department's existing budget.

### **STAFF RECOMMENDATION**

Staff recommends that the City Council adopt a Resolution authorizing the City Manager apply for, accept, reject, alter, or terminate the SWAT Equipment Enhancement Grant administered by the State of Texas.

### **MOTION**



*I make a motion to adopt Resolution No. \_\_\_\_\_ authorizing the City Manager apply for, accept, reject, alter, or terminate the SWAT Equipment Enhancement Grant administered by the State of Texas.*

**ATTACHMENTS:**

Resolution

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, TO APPLY FOR, ACCEPT, REJECT, ALTER, OR TERMINATE GRANT #4229001 FROM THE STATE OF TEXAS, PROVIDING FUNDING TO ENHANCE SWAT EQUIPMENT (THERMAL IMAGER), IF AWARDED; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Allen, and its police department, responds to serious crimes in progress or executes warrants for violent crimes; and,

**WHEREAS**, the City of Allen Police Department maintains a Special Weapons and Tactics (SWAT) Team to respond to and assist with these dangerous incidents, when needed; and,

**WHEREAS**, having the ability to use a have a thermal imager will increase the safety for officers and suspect(s) during critical incidents by providing images that otherwise would not be possible; and,

**WHEREAS**, the City of Allen agrees to provide any additional funds for the thermal imaging system as it appears in the grant application.

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

**SECTION 1.** The City of Allen has agreed that in the event of loss or misuse of the funds for the Thermal Imager Grant, all funds will be returned to the State of Texas.

**SECTION 2.** The City Manager is hereby authorized to apply for, accept, reject, alter, or terminate this grant from the State of Texas to assist the City of Allen and the Allen Police Department to fund the purchase of a thermal imaging system.

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 22<sup>ND</sup> DAY OF JUNE 2021.**

**APPROVED:**

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**Kenneth M. Fulk, MAYOR**

**ATTEST:**

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**Shelley B. George, CITY SECRETARY**

## CITY COUNCIL AGENDA COMMUNICATION

**AGENDA DATE:** June 22, 2021

**SUBJECT:** Authorize the City Manager to Execute a Contract with Restoration Specialists, LLC, through the Purchasing Cooperative of America for the City Hall Rotunda Repairs in the Amount of \$133,823.

**STAFF RESOURCE:** Chris Flanigan, Director of Engineering  
Steve Massey, Director of Community Services

**ACTION PROPOSED:** Authorize the City Manager to Execute a Contract with Restoration Specialists, LLC, through the Purchasing Cooperative of America for the City Hall Rotunda Repairs in the Amount of \$133,823.

### **BACKGROUND**

On the night of February 16, 2021, a severe winter storm caused temperatures to drop to -4 degrees Fahrenheit overnight. At the same time, due to the rolling blackouts across the state of Texas, power was cut by Oncor to Allen City Hall. This disabled the heating and air condition system within City Hall and caused temperatures to drop substantially inside the building. This caused the Fire Suppression system in the rotunda ceiling to freeze, resulting in a ruptured joint in the piping and causing a massive release of water onto the third, second, and first floors of the lobby and mezzanine.

The alarms alerted City Staff who disabled the system. The entire system was shut down and staff members served as fire watch multiple nights and began basic mitigation measures from the flood of water in the unoccupied building. Restoration Specialists was the only company contacted by City Staff who could respond immediately as hospitals, schools, and other essential facilities around the Metroplex were experiencing similar bursts and loss of power.

Restoration Specialists came out and were able to perform professional mitigation and remediation necessary to clean up the damage. It was determined that part of the reason for the burst pipe was that the insulation in the ceiling was not applied properly when City Hall was constructed in 1999-2000. Instead of the insulation being located under the decking, it was laid on top of the ceiling grid, and the sprinkler lines extended through it into an uninsulated cavity.

City Staff hired an Engineering company to investigate and provide a recommendation for improvement in order to ensure that this would not happen again. During investigations and scaffolding design, the ceiling grid was identified as a "laid in place ceiling" and it was determined necessary to remove the ceiling and install a new ceiling when the new insulation is installed.

In addition to the ceiling repairs, the 2nd & 3rd floor mezzanines, an office on the 2nd floor, and the ceiling of the 1st floor rotunda area must all be stripped down and restored. During the renovations, scaffolding will be erected throughout the Rotunda and safe routes established to allow the building to remain open and safe for city staff, vendors, and the public.

Restoration Specialists has been involved with the City, pricing and investigating the extent of the damage. Best value and state procurement requirements for this service have been achieved through the use of Purchasing Cooperative of America (PCA JOC Award #325-20) - a cooperative that we have joined.

### **BUDGETARY IMPACT**

The project will be funded initially with resources from the facilities maintenance fund, not budgeted this fiscal year, given the nature of the unexpected expense, but the majority of funding (\$130,388.59) is reimbursed via our insurance claim made through the Texas Municipal League Risk Fund.

<b>Fund 605 -Facilities Maintenance Fund itemization</b>	
City Hall Rotunda Repairs	\$ 133,823
<b>TOTAL AWARD AMOUNT</b>	<b>\$ 133,823</b>

### **STAFF RECOMMENDATION**

Staff recommends that the Council Authorize the City Manager to Execute a Contract with Restoration Specialists, LLC, through the Purchasing Cooperative of America for the City Hall Rotunda Repairs in the Amount of \$133,823.

### **MOTION**

*I make a motion to authorize the City Manager to execute a contract with Restoration Specialists, LLC, through the Purchasing Cooperative of America for the City Hall Rotunda Repairs in the amount of \$133,823.*

### **ATTACHMENTS:**

Bid Proposal

Agreement for Public Facility Project

# RESTORATION SPECIALISTS

4808 Simonton Road  
Dallas Texas 75244  
214-637-2200  
RS1967.com



GREAT WORK FIRST TIME EVERY TIME  
Since 1967

## City of Allen CITY HALL REPAIR PROPOSAL May 17, 2021



### City of Allen

305 Century Parkway  
Allen, Tx, 75013



PCA JOC Award #325-20



## Restoration Specialists

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4808 Simonton Rd.  
Dallas, TX 75244  
(214) 637-2200 Tel  
1 (214) 481-3469 Fax (MUST DIAL 1)  
FID: 20-1229286

Insured: Allen City Hall  
Property: 305 Century Parkway  
Allen, TX 75013

**Claim Number:**

**Policy Number:**

**Type of Loss:** <NONE>

Date of Loss: 2/15/2021 12:00 AM

Date Received:

Date Inspected:

Date Entered: 4/2/2021 12:00 AM

Price List: TXDF8X\_MAY21  
Restoration/Service/Remodel

Estimate: ALLEN\_CITY\_HALL-1

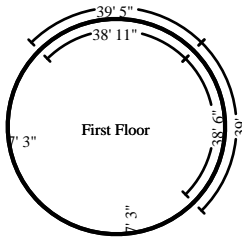


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### ALLEN\_CITY\_HALL-1

#### Main Level



#### First Floor

Height: 14' 6"

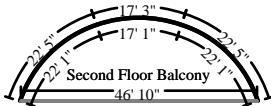
2,243.85 SF Walls	1,905.29 SF Ceiling
4,149.14 SF Walls & Ceiling	1,905.29 SF Floor
211.70 SY Flooring	154.76 LF Floor Perimeter
154.76 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Floor protection - self-adhesive plastic film	1,905.29 SF	0.00	0.67	0.00	255.30	1,531.84
2. Mask and prep for paint - plastic, paper, tape (per LF)	154.76 LF	0.00	1.44	0.00	44.58	267.43
Totals: First Floor				0.00	299.88	1,799.27
Total: Main Level				0.00	299.88	1,799.27

#### Level 2

#### Second Floor Balcony

Height: 15' 6"



949.26 SF Walls	565.06 SF Ceiling
1,514.31 SF Walls & Ceiling	565.06 SF Floor
62.78 SY Flooring	61.25 LF Floor Perimeter
61.25 LF Ceil. Perimeter	

#### Missing Wall

46' 9 13/16" X 15' 6"

Opens into Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
<b>Flooring</b>						
3. R&R Carpet tile - High grade	565.06 SF	0.97	5.20	0.00	697.28	4,183.70
4. Floor prep (scrape rubber back residue)	565.06 SF	0.00	0.62	0.00	70.06	420.40
5. R&R Vinyl cove - 4" wrap	61.25 LF	3.02	8.12	0.00	136.48	818.81
6. Floor protection - self-adhesive plastic film	565.06 SF	0.00	0.67	0.00	75.72	454.31
7. Mask and prep for paint - plastic, paper, tape (per LF)	61.25 LF	0.00	1.44	0.00	17.64	105.84

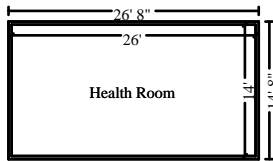


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### CONTINUED - Second Floor Balcony

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: Second Floor Balcony				0.00	997.18	5,983.06



### Health Room

Height: 8'

640.00 SF Walls	364.00 SF Ceiling
1,004.00 SF Walls & Ceiling	364.00 SF Floor
40.44 SY Flooring	80.00 LF Floor Perimeter
80.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
8. Install Suspended ceiling tile - 2' x 4'	364.00 SF	0.00	1.00	0.00	72.80	436.80
9. Suspended ceiling grid - Reset/realign	364.00 SF	0.00	1.87	0.00	136.14	816.82
Totals: Health Room				0.00	208.94	1,253.62
Total: Level 2				0.00	1,206.12	7,236.68

### Level 3



### Third Floor Balcony

Height: 15' 6"

949.26 SF Walls	565.06 SF Ceiling
1,514.31 SF Walls & Ceiling	565.06 SF Floor
62.78 SY Flooring	61.25 LF Floor Perimeter
61.25 LF Ceil. Perimeter	

### Missing Wall

46' 9 13/16" X 15' 6"

Opens into Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Repaint 3rd floor base of balcony						
10. Paint the surface area - two coats	237.92 SF	0.00	0.96	0.00	45.68	274.08
11. Apply paint deglosser	237.92 SF	0.00	0.38	0.00	18.08	108.49
12. Additional cost for high wall or ceiling - Over 14'	237.92 SF	0.00	0.10	0.00	4.76	28.55
13. Floor protection - self-adhesive plastic film	565.06 SF	0.00	0.67	0.00	75.72	454.31





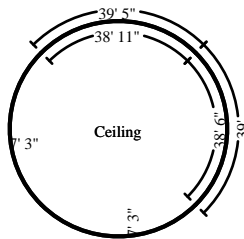
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### CONTINUED - Third Floor Balcony

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
14. Mask and prep for paint - plastic, paper, tape (per LF)	61.25 LF	0.00	1.44	0.00	17.64	105.84
Totals: Third Floor Balcony				0.00	161.88	971.27
Total: Level 3				<b>0.00</b>	<b>161.88</b>	<b>971.27</b>

### Level 4



#### Ceiling

**Height: 4"**

51.58 SF Walls	1,905.29 SF Ceiling
1,956.87 SF Walls & Ceiling	1,905.29 SF Floor
211.70 SY Flooring	154.76 LF Floor Perimeter
154.76 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
15. R&R Sprayed polyurethane foam - open cell - Adjusted to R30 (approximately 8")	1,905.29 SF	3.25	4.51	0.00	2,957.02	17,742.07
16. R&R 5/8" drywall - hung, taped, ready for texture	1,905.29 SF	0.96	2.48	0.00	1,310.84	7,865.04
17. Texture drywall - smooth / skim coat	1,905.29 SF	0.00	1.58	0.00	602.08	3,612.44
18. Seal/prime then paint the ceiling twice (3 coats)	1,905.29 SF	0.00	1.30	0.00	495.38	2,972.26
19. R&R Additional cost for high wall or ceiling - over 14' to 20'	1,905.29 SF	0.44	0.86	0.00	495.38	2,972.26
20. Additional cost for high wall or ceiling - Over 14'	1,905.29 SF	0.00	0.10	0.00	38.10	228.63
21. Mask and prep for paint - plastic, paper, tape (per LF)	154.76 LF	0.00	1.44	0.00	44.58	267.43
Totals: Ceiling				0.00	5,943.38	35,660.13
Total: Level 4				<b>0.00</b>	<b>5,943.38</b>	<b>35,660.13</b>

### Life, Health, & Safety

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
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### CONTINUED - Life, Health, & Safety

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
22. Fall protection harness and lanyard - per day	79.00 DA	0.00	8.00	0.00	126.40	758.40
<b>Scaffolding</b>						
23. Scaffold - per section (per month)	324.00 MO	0.00	112.88	0.00	7,314.62	43,887.74
24. Scaffolding Setup & Take down - per hour	384.00 HR	0.00	38.64	0.00	2,967.56	17,805.32
25. 450# hoist for lifting material to deck	4.00 WK	0.00	500.00	0.00	400.00	2,400.00
Totals: Life, Health, & Safety				0.00	10,808.58	64,851.46

### General Conditions

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
26. Mobilization & Demobilization	1.00 EA	0.00	2,500.00	0.00	500.00	3,000.00
27. Scissor lift - 26' platform height (per month)	1.00 MO	0.00	1,115.00	0.00	223.00	1,338.00
28. Dumpster load - Approx. 20 yards, 4 tons of debris	4.00 EA	425.53	0.00	0.00	340.42	2,042.54
29. Commercial Supervision / Project Management - per hour	160.00 HR	0.00	68.19	0.00	2,182.08	13,092.48
30. General clean - up	32.00 HR	0.00	46.01	0.00	294.46	1,766.78
31. Temporary toilet (per month)	2.00 MO	0.00	203.61	0.00	81.44	488.66
32. Temporary Repairs (Bid Item) Handwash Station	1.00 EA	0.00	250.00	0.00	0.00	250.00
33. Taxes, insurance, permits & fees (Bid Item)	1.00 EA					SEE BELOW
Totals: General Conditions				0.00	3,621.40	21,978.46
<b>Line Item Totals: ALLEN_CITY_HALL-1</b>				<b>0.00</b>	<b>22,041.24</b>	<b>132,497.27</b>

### Additional Charges

	Charge
Taxes, Insurance, Permits, & Fees (1%)	1,324.97
<b>Additional Charges Total</b>	<b>\$1,324.97</b>



## Restoration Specialists

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4808 Simonton Rd.  
Dallas, TX 75244  
(214) 637-2200 Tel  
1 (214) 481-3469 Fax (MUST DIAL 1)  
FID: 20-1229286

### Grand Total Areas:

4,833.94	SF Walls	5,304.70	SF Ceiling	10,138.64	SF Walls and Ceiling
5,304.70	SF Floor	589.41	SY Flooring	512.01	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	512.01	LF Ceil. Perimeter
5,304.70	Floor Area	5,476.76	Total Area	4,833.94	Interior Wall Area
5,526.41	Exterior Wall Area	614.14	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		



## Restoration Specialists

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FID: 20-1229286

### Summary for Dwelling

Line Item Total	110,456.03
Taxes, Insurance, Permits, & Fees (1%)	1,324.97
Subtotal	111,781.00
Overhead	11,020.62
Profit	11,020.62
<b>Replacement Cost Value</b>	<b>\$133,822.24</b>
<b>Net Claim</b>	<b>\$133,822.24</b>

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## Restoration Specialists

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4808 Simonton Rd.  
Dallas, TX 75244  
(214) 637-2200 Tel  
1 (214) 481-3469 Fax (MUST DIAL 1)  
FID: 20-1229286

### Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)
Line Items	11,020.62	11,020.62
Additional Charges	0.00	0.00
Total	11,020.62	11,020.62



## Restoration Specialists

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Dallas, TX 75244  
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1 (214) 481-3469 Fax (MUST DIAL 1)  
FID: 20-1229286

### Recap by Room

#### Estimate: ALLEN\_CITY\_HALL-1

##### Area: Main Level

###### First Floor

1,499.39 1.36%

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###### Area Subtotal: Main Level

1,499.39 1.36%

##### Area: Level 2

###### Second Floor Balcony

4,985.88 4.51%

###### Health Room

1,044.68 0.95%

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###### Area Subtotal: Level 2

6,030.56 5.46%

##### Area: Level 3

###### Third Floor Balcony

809.39 0.73%

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###### Area Subtotal: Level 3

809.39 0.73%

##### Area: Level 4

###### Ceiling

29,716.75 26.90%

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###### Area Subtotal: Level 4

29,716.75 26.90%

###### Life, Health, & Safety

54,042.88 48.93%

###### General Conditions

18,357.06 16.62%

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##### Subtotal of Areas

110,456.03 100.00%

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##### Total

110,456.03 100.00%



## Restoration Specialists

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Dallas, TX 75244  
(214) 637-2200 Tel  
1 (214) 481-3469 Fax (MUST DIAL 1)  
FID: 20-1229286

### Recap by Category

O&P Items	Total	%
ACOUSTICAL TREATMENTS	1,044.68	0.78%
CLEANING	1,472.32	1.10%
GENERAL DEMOLITION	11,294.81	8.44%
DRYWALL	9,374.03	7.00%
MISC. EQUIPMENT - COMMERCIAL	2,000.00	1.49%
HEAVY EQUIPMENT	1,115.00	0.83%
FLOOR COVERING - CARPET	3,288.65	2.46%
FLOOR COVERING - VINYL	497.35	0.37%
INSULATION	8,592.86	6.42%
LABOR ONLY	10,910.40	8.15%
PAINTING	5,665.83	4.23%
SCAFFOLDING	52,042.88	38.89%
TEMPORARY REPAIRS	407.22	0.30%
USER DEFINED ITEMS	2,500.00	1.87%
O&P Items Subtotal	110,206.03	82.35%
Non-O&P Items	Total	%
TEMPORARY REPAIRS	250.00	0.19%
Non-O&P Items Subtotal	250.00	0.19%
O&P Items Subtotal	110,206.03	82.35%
Permits and Fees	1,324.97	0.99%
Overhead	11,020.62	8.24%
Profit	11,020.62	8.24%
Total	133,822.24	100.00%



All work shall be completed pursuant to PCA JOC Award #325-20.

STATE OF TEXAS

§  
§  
§

AGREEMENT FOR PUBLIC FACILITY PROJECT  
(MINOR)

COUNTY OF COLLIN

This Agreement for Public Facility Services (“Agreement”) is made by and between the City of Allen, Texas (“City”) and **Restoration Specialists, LLC**, a **Texas Limited Liability Company** (“Contractor”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, the City of Allen, local government, has elected to be a Cooperative Member in the Purchasing Cooperative of America (PCA) Purchasing Cooperative (hereinafter “Cooperative”), a program created by local governments in accordance with and pursuant to the Interlocal Cooperation Act (“Act”), Chapter 791, Texas Government Code; and,

**WHEREAS**, the Purchasing Cooperative of America (PCA) Purchasing Cooperative (hereinafter “Cooperative”), has awarded a contract to Restoration Specialists, LLC, contract number OD-325-20, effective date August 12, 2020 through August 16, 2021 with four (4) renewal options; and,

**WHEREAS**, the City desires to engage the services of the Contractor as an independent contractor, and not as an employee, to provide the labor, goods, materials, equipment, installation, construction and services described in the Contract Documents (hereinafter defined) for Allen City Hall Rotunda Repairs (the “Project”); and

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

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

**Article I**  
**Term; Termination**

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

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

(a) by written agreement of the Parties;



(b) upon written notice by either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof; or

(c) upon written notice by City, if the Contractor suffers an event of Bankruptcy or Insolvency (for purpose of this section "Bankruptcy or Insolvency" shall mean the dissolution or termination of Contractor's existence as a going business, insolvency, appointment of receiver for any part of Contractor's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Contractor and such proceeding is not dismissed within ninety (90) days after the filing thereof);

## **Article II**

### **Scope of Work; Contract Documents**

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

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

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

## **Article III**

### **Project Scope of Work**

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

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

### 3.3 Change Orders.

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

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

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

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

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

### 3.6 Suspension or Stoppage of Work.

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

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

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

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

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

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

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

3.10 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.

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

3.12 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.

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

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

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

## **Article IV Compensation and Method of Payment**

### **4.1     General.**

(a)     **Contract Price.** City shall pay, and Contractor shall accept, as full and complete payment for the Work required under the Contract Documents a total amount not to exceed One-Hundred Thirty-Three Thousand Eight-Hundred Twenty-Two Dollars and Twenty-Four Cents (\$133,822.24) (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 5<sup>th</sup> calendar day of each month beginning with the first calendar month following the date of the City notice to proceed for the Work provided during the previous ending calendar monthly period, in a form prescribed by the City of Allen, if applicable. The Contractor’s detailed monthly itemized invoice shall, at a minimum include and show the Contract Price, the billing period, Project name, contract number issued by the City, schedule of values for the Work performed, amount of Work complete, percentage of the Work completed, the amount of Work being invoiced, amount of any City approved change orders, amount of Retainage (hereinafter defined) being withheld, and the amount of the Contract Price remaining to be paid.

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

- (a)     Contractor shall have completed all punch-list items, if any.
- (b)     City shall have conducted a final inspection and has accepted the Work.
- (c)     City shall have received a completion certificate executed by Contractor and the City’s inspector stating that the Work has been completed in accordance with the Contract Documents, together with such other evidence that no mechanics or materialmen’s liens or other encumbrances have been filed against the Work or the Project.
- (d)     Contractor shall have delivered and assigned (or caused to be delivered and assigned) all warranties and maintenance bond(s) for the Work to the City.

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

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

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

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

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

4.4 Liquidated Damages. Contractor shall pay to City the sum of Two-Hundred Forty Dollars and Zero Cents (\$240.00) per day for each and every day of unexcused delay in achieving completion of the Work beyond September 30, 2021, including the completion of all Punch-List items identified by the City following substantial completion. Any sums shall be payable hereunder by Contractor, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by City, estimated at or before the time of execution of this Agreement. When City reasonably believes that the Work will be delayed, City shall be entitled, but not required, to withhold from any amounts otherwise due Contractor an amount then reasonably determined by City to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving the completion of the Work, or part thereof, for which City has withheld payment, City shall promptly release to Contractor those funds withheld as liquidated damages. The City shall have the sole discretion to determine whether a delay is excused, or unexcused, and such determination shall be final.

4.5 No Damages for Delay. No claim shall be made by the Contractor to City, and no damages, costs or extra compensation shall be allowed or paid by City to Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Agreement. The Contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions by written change order. Should the Contractor be delayed by an act of City, or should City order a stoppage of the Work for insufficient cause, an extension of time shall be granted by the City by written authorization upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

## **Article V**

### **Devotion of Time; Personnel; and Equipment**

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

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

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

## **Article VI**

### **Miscellaneous**

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

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

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

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

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

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

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

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

If intended for City, to:

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

With a copy to:

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

If intended for Contractor:

Restoration Specialists, LLC  
Attn: David DeMattia  
4808 Simonton  
Dallas, TX 75244  
214-637-2200

6.9 Insurance.

(a) Contractor shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not



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

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

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

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

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

#### 6.10 Indemnification.

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

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

#### 6.11 Debarment and Suspension.

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

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

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

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

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

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

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

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

***[Signature Page to Follow]***

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF ALLEN, TEXAS**

By: \_\_\_\_\_  
Eric Ellwanger, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Shelley B. George, City Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Peter G. Smith, City Attorney

**EXECUTED** this 10th day of June, 2021.

**RESTORATION SPECIALISTS, LLC**

By: David DeMattia

Name: David DeMattia

Title: President

<b>CITY COUNCIL AGENDA COMMUNICATION</b>
--

**AGENDA DATE:**

June 22, 2021

**SUBJECT:**

Authorize the City Manager to Execute a Change Order with KIK Underground, LLC, for the Windridge Estates Phase 1 Water & Sanitary Sewer Replacement Project in the Amount of \$337,005.

**STAFF RESOURCE:**

Chris Flanigan, Director of Engineering

**PREVIOUS COUNCIL ACTION:**

On August 25, 2020, City Council Authorized the City Manager to Negotiate and Execute a Contract with KIK Underground, LLC, for the Windridge Estates Phase 1 Water & Sanitary Sewer Replacement Project in the Amount of \$5,064,457.

On November 13, 2018, City Council authorized the City Manager to execute a professional service agreement with Binkley & Barfield, Inc., for the Design of the Windridge No. 1 and No. 2 Water and Sanitary Sewer Rehabilitation Project in the amount of \$582,994.

**ACTION PROPOSED:**

Authorize the City Manager to Execute a Change Order with KIK Underground, LLC, for the Windridge Estates Phase 1 Water & Sanitary Sewer Replacement Project in the Amount of \$337,005.

**BACKGROUND**

With the construction of the Windridge Estates Phase 1 Water and Sanitary Sewer Rehabilitation Project nearing the end, need for additional effort to restore the existing neighborhood roadway pavement has been realized. Through the duration of construction, heavy construction equipment has caused the existing pavement to unravel beyond what was expected, making additional and more comprehensive repairs unavoidable. A full width pavement repair was considered and deemed to be more cost effective than our traditional trench repair and a micro-surface (asphaltic slurry) treatment, as originally intended. Therefore, a change order is proposed to delete the items in the contract associated with trench repair and offset those savings with a more robust, full-width pavement replacement instead. As a result, the difference represents an additional net cost of \$337,005. In our preparation for this decision, staff solicited quotes from KIK Underground, LLC, (the current contractor working there now) and Reynolds Asphalt and Construction Company (a different contractor through an ILA) for comparison purposes for full width pavement repairs to all the asphalt streets. The quotes provided may be seen in the table below:

	<b>Calendar</b>	
--	-----------------	--

<b>Vendor</b>	<b>Days</b>	<b>Total</b>
Reynolds - Full Width Pavement Repair	70	<b>\$645,964</b>
KIK Underground - Full Width Pavement Repair	40	<b>\$665,565</b>

Quotes were evaluated based on price, time of completion, and the logistics of introducing a new contractor to the project (added complexity and possible conflict). In the final analysis, the quote provided by KIK Underground represents the best value to the City, even though their absolute price is higher. As with all capital projects, time of completion for this work was considered in addition to cost, with the differential in time proposed, affecting the overall perceived value of the proposal. As with all other bids on our capital projects, the value of the time differential between the proposers was calculated by adding the value of a calendar day, based on the original contract value, to the proposed quote with a longer delivery time. As a result, the two proposals were normalized in the attached Normalized Quote Evaluation Chart to show the best value overall, considering time for completion as well as absolute price. **The value of each day was estimated to be \$2,000 in value and added to the Reynolds Asphalt and Construction Company quote, since they indicated it would take them 30 days longer to complete.** After evaluating quotes in this manner, executing a change order with KIK Underground for full-width asphalt pavement repairs represents the best value.

### **BUDGETARY IMPACT**

The table below shows the net change in project value after the deduction in line items associated trench repair item have been removed:

<b>Funding Sources</b>	
<b>Funding Source</b>	<b>Proposed</b>
Water and Sewer Revenue Bonds (reduction of scope)	(\$ 328,560)
Water and Sewer Revenue Bonds (additional scope)	\$ 665,565
<b>Net Add to Contract</b>	<b>\$ 337,005</b>

The funding needed for this change order is already within the project budget and within the limits allowed by law for a change order to an existing contract.

### **STAFF RECOMMENDATION**

Staff recommends that the Council Authorize the City Manager to Execute a Change Order with KIK Underground, LLC, for the Windridge Estates Phase 1 Water & Sanitary Sewer Replacement Project in the Amount of \$337,005.

### **MOTION**

***I make a motion to authorize the City Manager to execute a change order with KIK Underground, LLC, for the Windridge Estates Phase 1 Water & Sanitary Sewer Replacement Project in the amount of \$337,005.***

**ATTACHMENTS:**

KIK Change Order #1

Location Map

Normalized Quote Evaluation Chart

Pavement Repair Typical Sections

# CHANGE ORDER FORM



<b>TITLE OF CONTRACT/PROJECT:</b>		<u>Windridge Phase 1 Water and Sanitary Sewer Rehab - WA1901</u>	
<b>NAME OF SUPPLIER/CONTRACTOR:</b>		<u>KIK Underground, LLC</u>	
<b>CHANGE ORDER #</b> <u>1</u>			
<b>DATE:</b>		<u>June 11, 2021</u>	
<b>Original Council Approved Contract</b>	<u>\$ 4,823,313.50</u>		
Change Order #1 Amount	<u>\$ 337,005.00</u>	Descripton:	<u>Full Width asphalt pavement repair</u>
Change Order #2 Amount	<u>\$</u>	Descripton:	
Change Order #3 Amount	<u>\$</u>	Descripton:	
<b>Revised Contract w/all Change Orders:</b>	<u>\$ 5,160,318.50</u>		
Percent over Original Approved Contract:	<u>6.99</u>	<u>%</u>	
<b>DESCRIPTION OF CHANGE ORDER SCOPE OF WORK</b>			<b>TOTAL PRICE INCREASE/DECREASE</b>
<u>Full width asphalt pavement repairs for Windridge Phase 1.</u>			<u>337,005.00</u>
<b>JUSTIFICATION:</b>			
<u>In lieu of the trench repair, the entire width of the asphalt streets will be repaired for the Windridge phase 1 project.</u>			
Additional Contract Days Provided for this Change Order, if applicable.		<u>40</u>	Days
This document will become a supplement to the contract and all provisions will apply hereto.			
Requested:	<u>Tom Koble</u>	<u>Manager</u>	<u>6/14/21</u>
	Contractor Name, Title, Signature		(Date)
Verified:	<u>Jamie Akomer</u>	<u>Jamie Akomer</u>	<u>6/14/21</u>
	City of Allen Project Manager		(Date)
Approved:			
	Name, Title, Signature of City of Allen Authorized Signature (Director or City Manager)		(Date)



# Windridge Phase 1 Water and Sanitary Sewer Rehab - WA1901

## CHANGE ORDER #1

June 11, 2021



Contract / PO No: 2021023

Original Council Approved Contract \$ 4,823,313.50

Previous Approved Contract: \$ 4,823,313.50

**Revised Contract including all Change Orders: \$ 5,160,318.50**

Percent over Original Approved Contract: 6.99%

To: KIK Underground, LLC

You are hereby requested to comply with the following changes from the contract plans and specifications.

Line Item	(Supplemental Quantity Take off Sheet Attached)	DECREASE in Contract Price	INCREASE in Contract Price
C101	FURNISH AND INSTALL 6" HMAC STREET PAVEMENT (TRENCH REPAIR) <b>Decrease #4.04 by</b> (5,476) \$ 60.00 /LS		
		\$ (328,560.00)	
C102	10" PULVERIZE EXISTING SURFACE <b>New Item</b> 30,000 \$ 3.85 /SY		\$ 115,500.00
C103	8" CEMENT STABILIZED SUBGRADE <b>New Item</b> 30,000 \$ 2.37 SY		\$ 71,100.00
C104	CEMENT FOR STABILIZATION <b>New Item</b> 450 \$ 271.70 /TON		\$ 122,265.00
C105	2" HMAC TY D <b>New Item</b> 30,000 \$ 11.89 /SY		\$ 356,700.00
		\$ (328,560.00)	\$ 665,565.00
	<b>THE AMOUNT OF NET CHANGE IN CONTRACT PRICE + (-):</b>		<b>\$ 337,005.00</b>

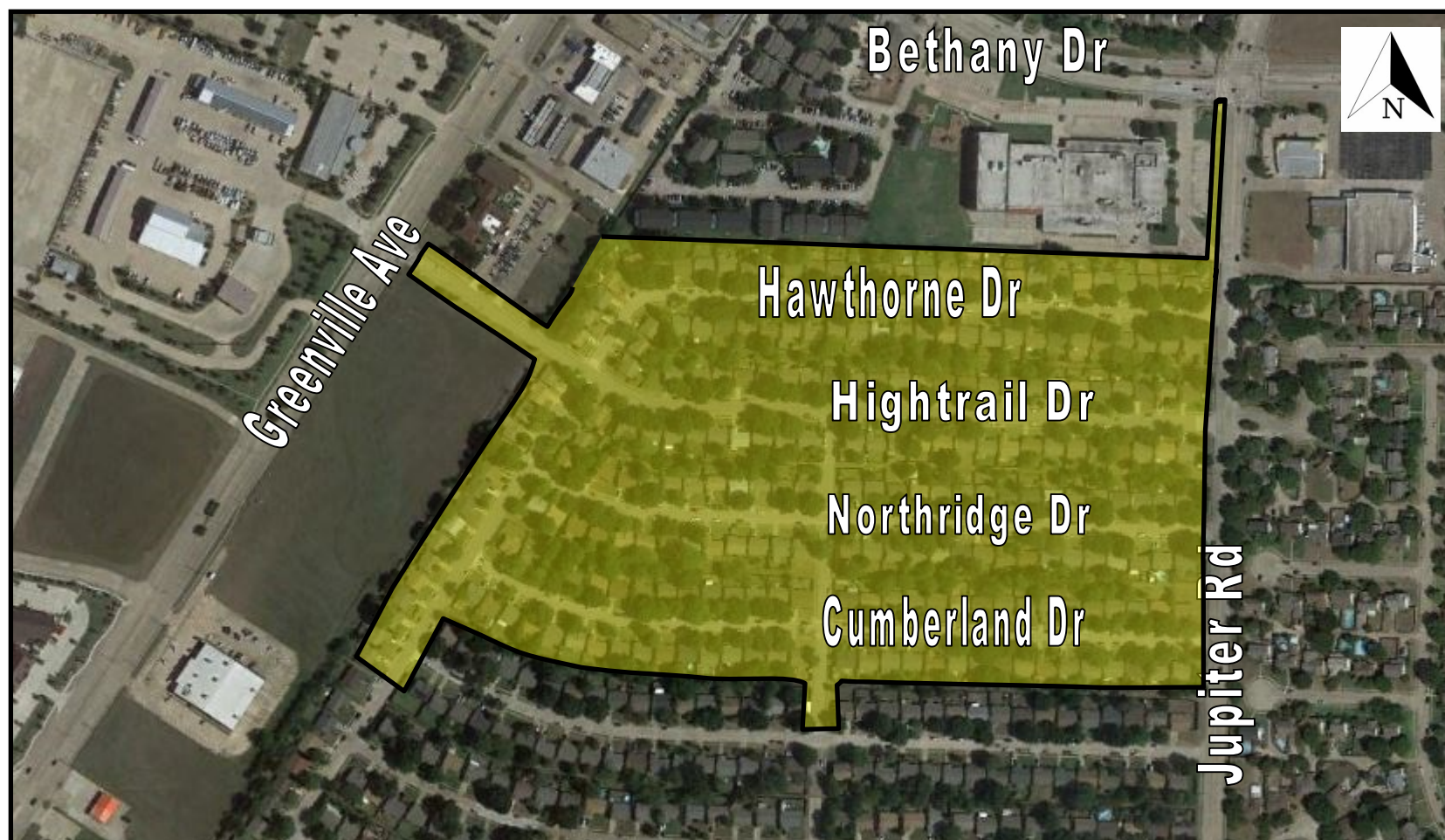
### JUSTIFICATION:

Items C101-C105 were added to construct full width pavement repairs of the asphalt streets for the Windridge phase 1 in lieu of the trench repair.

Additional Contract Days Provided for this Change Order:

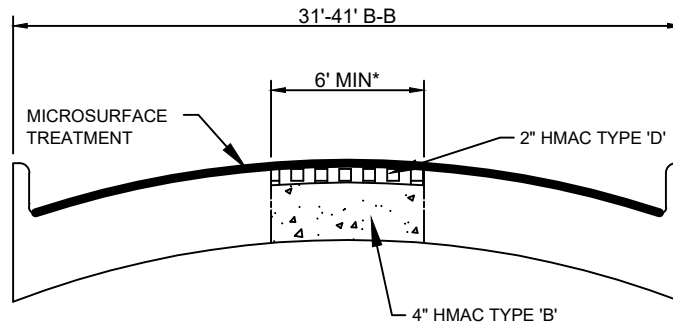
40 Days

**Windridge Phase 1**  
**Pavement Rehab Project Reynolds Asphalt**  
**CIP # WA1901**



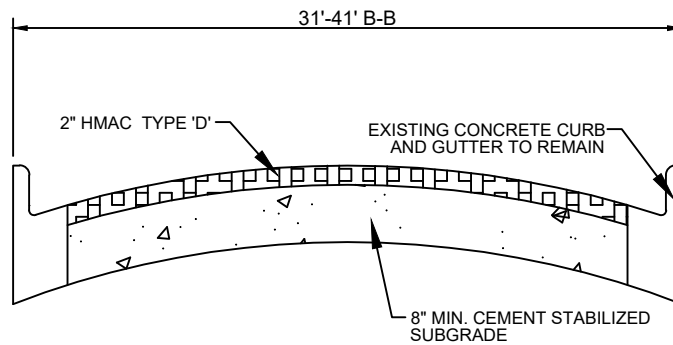
## WINDRIDGE 1 FULL WIDTH PAVEMENT REHAB NORMALIZED QUOTE EVALUATION

		Value of a Calendar Day	\$	2,000.00		
		Lowest Day		40		
	Contractor	Quote Price		Calendar Day	Day Diff	Value of Time
	KIK UNDERGROUND LLC	\$ 665,565.00		40	0	\$ -
	REYNOLDS ASPHALT AND CONSTRUCTION COMPANY	\$ 645,964.00		70	30	\$ 60,000
						Adjusted Quote Value
						\$ 665,565.00
						\$ 705,964.00



**TRENCH REPAIR  
PAVEMENT SECTION**

N.T.S.



**PROPOSED FULL WIDTH REHAB  
PAVEMENT SECTION**

N.T.S.



DEPARTMENT OF ENGINEERING

## PAVEMENT REPAIR SECTIONS


## CITY COUNCIL AGENDA COMMUNICATION

**AGENDA DATE:**

June 22, 2021

**SUBJECT:**

Conduct a Public Hearing and Adopt an Ordinance to Amend the Development Regulations of Planned Development No. 54 with a base zoning of Industrial Technology and to Adopt a Base Zoning of Corridor Commercial, Zoning Exhibit, Concept Plan, and Building Elevations for Lots 5A and 5B, Block F, Bray Central One; Generally Located Directly West of U.S. Highway 75 and North of Village Way. [Home Zone]

**STAFF RESOURCE:**

Hayley Angel, Planning Manager

**PREVIOUS COUNCIL ACTION:**

Planned Development No. 54 - Approved May, 1993  
Planned Development No. 54 - Approved October, 2002

**BOARD / COMMISSION ACTION:**

On June 1, 2021, the Planning and Zoning Commission voted 5 in favor (Commissioners Trahan, Metevier, Shaikh, Smiddy, and Ogrizovich), and 1 opposed (Commissioner Burkhardt) to recommend approval of the request.

**ACTION PROPOSED:**

Conduct a Public Hearing and Adopt an Ordinance to Amend the Development Regulations of Planned Development No. 54 with a base zoning of Industrial Technology and to Adopt a Base Zoning of Corridor Commercial, Zoning Exhibit, Concept Plan, and Building Elevations for Lots 5A and 5B, Block F, Bray Central One; Generally Located Directly West of U.S. Highway 75 and Approximately 802± Feet North of Village Way. [Home Zone]

### **BACKGROUND**

The property is located directly west of U.S. Highway 75 and north of Village Way. The properties to the north and west are zoned Planned Development No. 108 (PD-108) with a base zoning of Mixed Use (MIX). The properties to the east (across U.S. Highway 75) are zoned Single-Family Residential (R-5) and Shopping Center (SC). The properties to the south are zoned Planned Development PD No. 54 (PD-54) with a base zoning of Industrial Technology (IT) and PD-54 with a base zoning of Corridor Commercial (CC).

The property is currently zoned PD-54 with a base zoning of IT. The applicant is requesting to adopt a base zoning of CC to allow commercial uses.

The subject property is 6.162± acres. The applicant is requesting to amend the development regulations of PD-54 and to adopt a base zoning, a concept plan, and building elevations. The attached concept plan shows two platted lots. Lot 5A, which is approximately 3.658± acres, includes a proposed single-story building of approximately 40,386± square feet for a furniture/appliance sales use. The concept plan also shows a 10-foot masonry screening wall for the loading area which is required under the PD-54 ordinance.

There is a total of two access points into the development -- both through Fire Lane, Access, and Utility easements on U.S. Highway 75. The concept plan shows a proposed deceleration lane on U.S. Highway 75 to be constructed and completed prior to the issuance of a Certificate of Occupancy of any building on the property.

The building elevations show an approximately 40-foot-tall masonry building with textured and painted concrete panels as the primary building material. While building materials cannot be regulated by the proposed ordinance, these materials are shown for illustrative purposes.

The development regulations include the base zoning district, traffic improvements, and screening.

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

On June 1, 2021, the Planning and Zoning Commission voted to recommend approval of this request.

#### **LEGAL NOTICES:**

Public Hearing Sign - May 21, 2021  
Public Hearing Letters - May 21, 2021  
Newspaper Notice - June 3, 2021

#### **STAFF RECOMMENDATION**

Staff recommends approval.

#### **MOTION**

*I make a motion to adopt Ordinance No. \_\_\_\_\_ to amend the Development Regulations of Planned Development No. 54 with a base zoning of Industrial Technology and to adopt a Base Zoning of Corridor Commercial, Concept Plan, Zoning Exhibit and Building Elevations for Lots 5A and 5B, Block F, Bray Central One.*

#### **ATTACHMENTS:**

Ordinance  
Property Notification Map  
Draft Minutes for the June 1, 2021 Planning and Zoning Meeting

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP, AS PREVIOUSLY AMENDED, BY AMENDING THE USE AND DEVELOPMENT REGULATIONS OF PLANNED DEVELOPMENT PD NO. 54 WITH A BASE ZONING OF INDUSTRIAL TECHNOLOGY “IT” RELATING TO THE DEVELOPMENT OF LOTS 5A AND 5B, BLOCK F, BRAY CENTRAL ONE ADDITION, BY CHANGING THE BASE ZONING TO CORRIDOR COMMERCIAL “CC” AND ADOPTING A ZONING EXHIBIT, CONCEPT PLAN, AND BUILDING ELEVATIONS; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**SECTION 1.** The Allen Land Development Code Zoning Regulations and the Zoning Map of the City of Allen, Collin County, Texas, as previously amended, be further amended by amending as set forth in Section 2, below, the regulations of Planned Development “PD” No. 54 Industrial Technology “IT” relating to the development and use of property described as Lots 5A and 5B, Block F, Bray Central One, an addition to the City of Allen, Collin County, Texas, according to the plat thereof recorded in Volume 2008, Page 207, Plat Records, Collin County, Texas, and depicted in Exhibit “A,” attached hereto and incorporated herein by reference (“the Property”).

**SECTION 2.** The Property shall be developed and used in accordance with the applicable provisions of the Allen Land Development Code, as amended, (“ALDC”) and the development and use regulations of Planned Development “PD” No. 54 as set forth in Ordinance No. 1172-5-93, as such regulations have been amended, except to the extent modified by the Development Regulations set forth below:

- A. BASE ZONING DISTRICT:** The Property shall be developed and used in accordance with the Corridor Commercial “CC-P” development regulations of Planned Development No. 54, as amended except as modified by this Section 2.
- B. CONCEPT PLAN:** The portion of the Property identified as Lot 5A shall be developed in general conformance with the Concept Plan attached hereto as Exhibit “B” and incorporated herein by reference (the “Concept Plan”). Minor modifications to streets/driveways that do not alter the general alignment shown on the Concept Plan may be made at the time of Site Plan approval.

- C. BUILDING ELEVATIONS:** The building constructed on Lot 5A shall be designed and constructed in generally conformance with the Building Elevations attached hereto as Exhibit “C” and incorporated herein by reference (“Building Elevations”).
- D. TRAFFIC IMPROVEMENTS:** The deceleration lane on U.S. Highway 75 as shown on the Concept Plan shall be constructed and completed prior to issuance of a Certificate of Occupancy for any building constructed on the Property.
- E. SCREENING:** The screening of the loading dock on Lot 5A shall be screened by a 10-foot-tall masonry screen wall as shown on the Concept Plan.
- F. LOT 5B CONCEPT PLAN.** No building permit shall be issued for the construction of any building to be located on Lot 5B as shown on the Concept Plan prior to the enactment of an amendment to the regulations of Planned Development No. 54 adopting a concept plan relating to the development and use of said Lot 5B.

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

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

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

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

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 22<sup>ND</sup> DAY OF JUNE 2021.**

**APPROVED:**

\_\_\_\_\_  
**Kenneth M. Fulk, MAYOR**

**APPROVED AS TO FORM:**

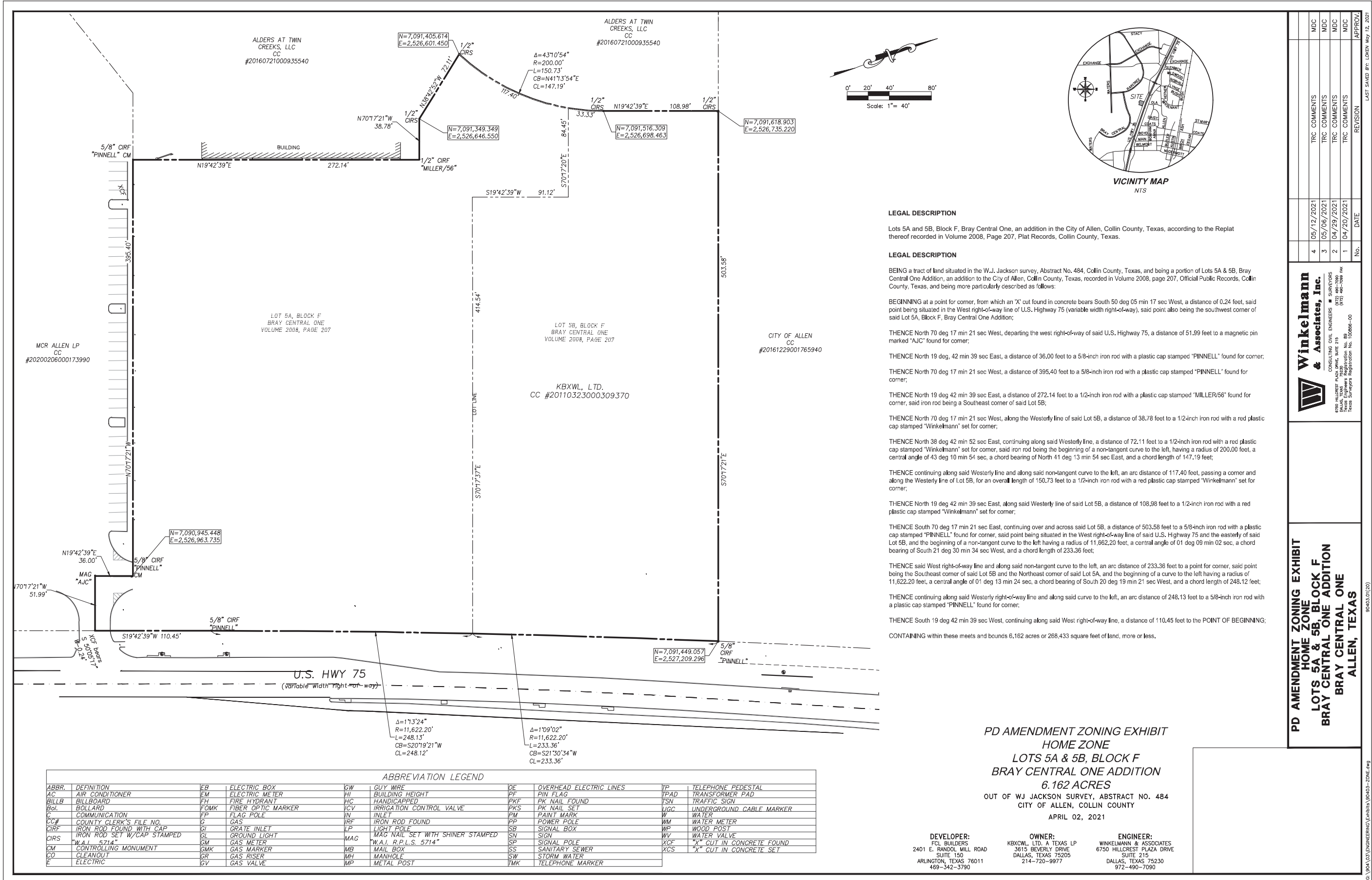
**ATTEST:**

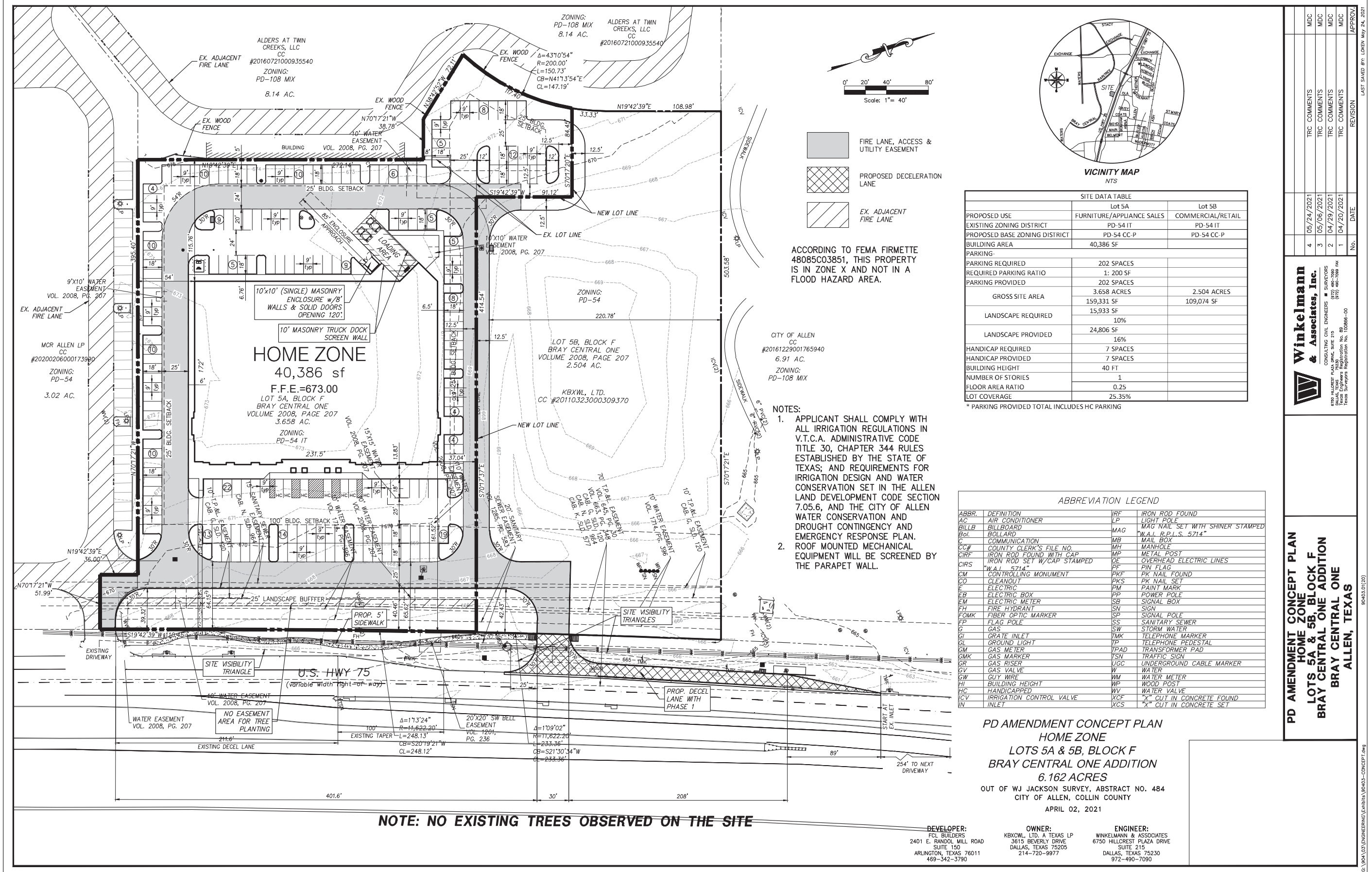
\_\_\_\_\_  
**Peter G. Smith, City Attorney**  
(kbl:5/25/21:122697)

\_\_\_\_\_  
**Shelley B. George, TRMC, City Secretary**



**EXHIBIT "A"**  
**ZONING EXHIBIT**







THIS DRAWING IS AN INSTRUMENT  
OF SERVICE AND THE PROPERTY OF  
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SHALL REMAIN THEIR PROPERTY.  
THE USE OF THIS DRAWING SHALL  
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AND PUBLICATION THEREOF IS  
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Northwest Loop 820 & Royalty Lane - Ft Worth, TX

JOHNSON  
ARCHITECTS

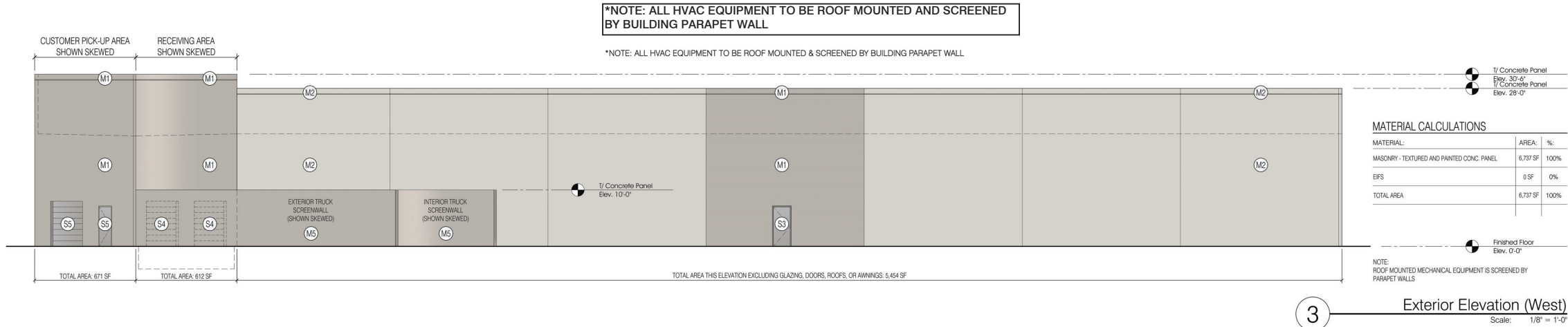
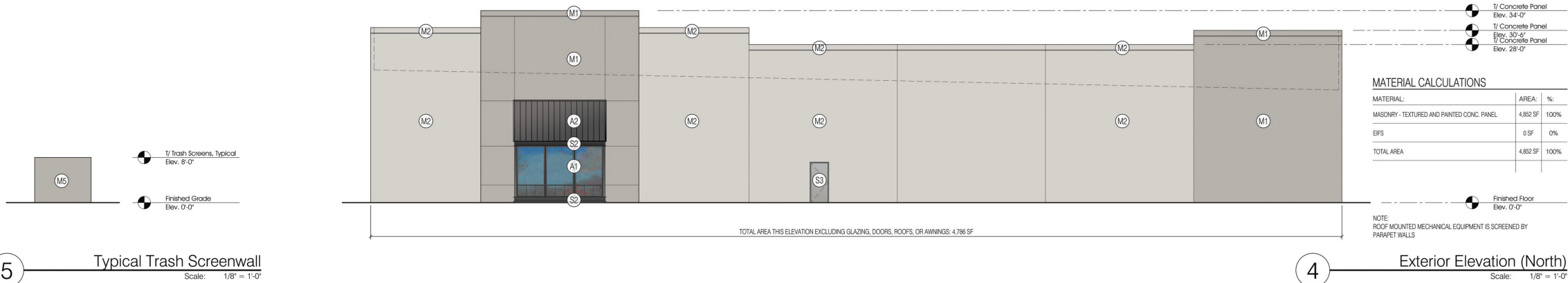
BOX #852  
6333 E. MOCKINGBIRD  
SUITE 147  
DALLAS, TX 75206  
PHONE 214-692-0851  
info@johnsonarchitectsinc.com  
www.johnsonarchitectsinc.com

DISTRIBUTION:	DATE:
City Submittal	3/28/2021
City Submittal	4/19/2021
City Submittal	5/6/2021

PROJECT# 1915

Attachment E  
Elevations

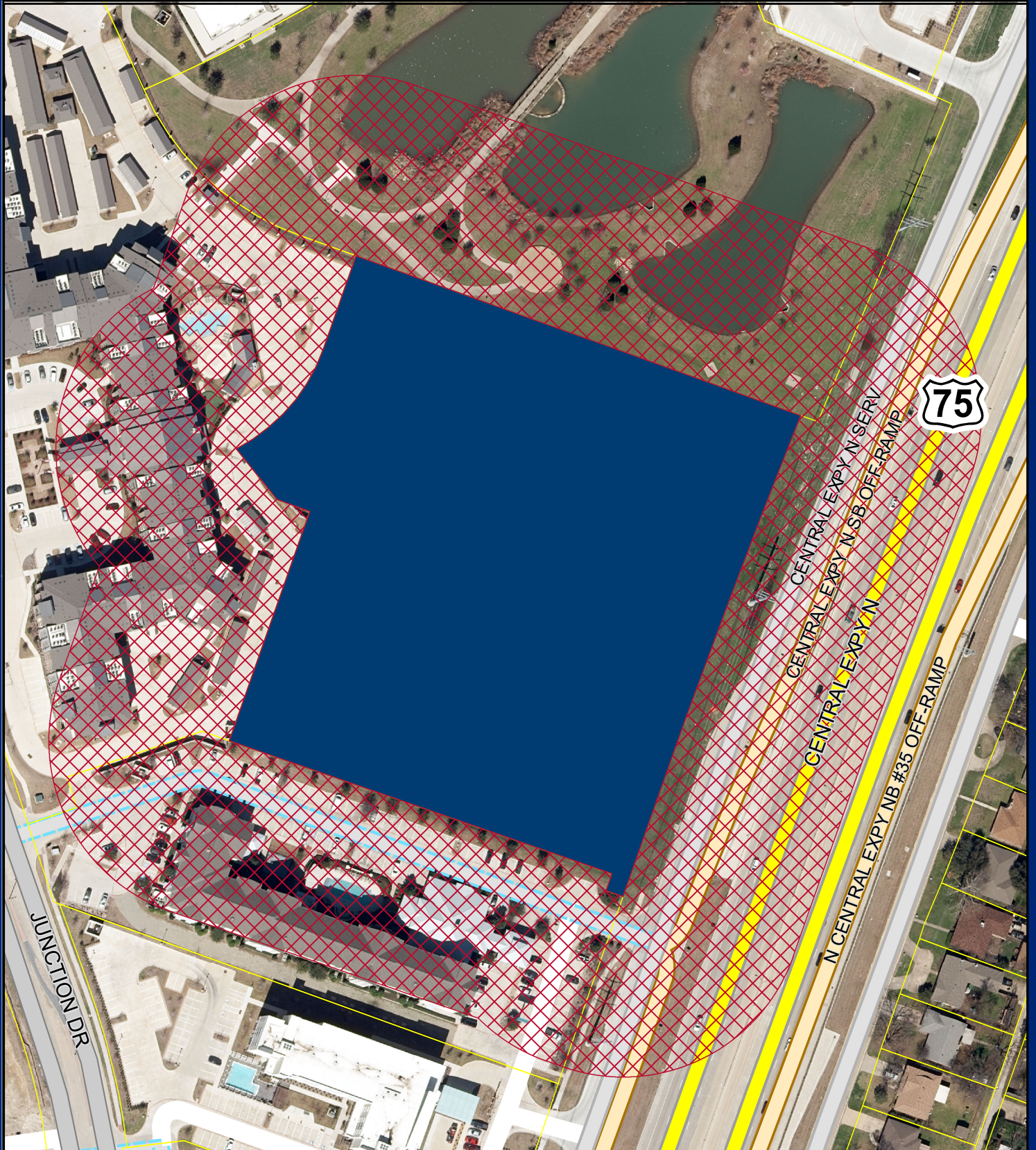
A3.0



NO:	DESCRIPTION:
(A1)	ALUMINUM FRAMED STOREFRONT, COLOR TO BE BLACK
(A2)	ALUMINUM COPING & STANDING SEAM ROOFING, COLOR TO BE BLACK
(M1)	CONCRETE TILT WALL, ACRYLIC TEXTURED COATING, SHERWIN WILLIAMS SW7026
(M2)	CONCRETE TILT WALL, ACRYLIC TEXTURED COATING, SHERWIN WILLIAMS SW7024
(M3)	BRICK VENEER, HOME ZONE BLEND BY BLACKSON BRICK, NO SUBSTITUTIONS
(M4)	SIMULATED WOOD MASONRY VENEER
(M5)	CAST STONE CAP UNITS
(M6)	PAINTED CMU TRUCK AND TRASH SCREEN WALLS, SHERWIN WILLIAMS SW7026
(S1)	STEEL CANOPY FRAMING AND SIGNAGE SUPPORT, COLOR TO BE BLACK
(S2)	STEEL CHANNEL WINDOW FRAME ACCENTS, COLOR TO BE BLACK
(S3)	STEEL DOORS, OVERHEAD DOORS, SHERWIN WILLIAMS SW7024
(S4)	STEEL DOORS, OVERHEAD DOORS, SHERWIN WILLIAMS SW7026
(S5)	CUSTOMER PICK-UP DOORS, SHERWIN WILLIAMS SW7026









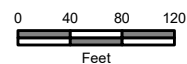


Location Map

Home Zone

### Map Legend

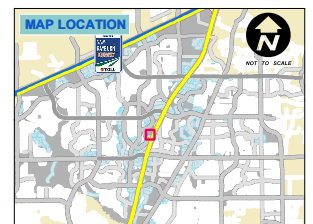
-  200' Buffer
-  Public Hearing Property
-  Railroad
-  CollinCAD Parcels



Community Development - Planning

Date Saved: 4/22/2021

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



**June 1, 2021 Planning and Zoning Commission Meeting Minutes**

Public Hearing - Conduct a Public Hearing and Consider a Request to Amend the Development Regulations of Planned Development No. 54 with a base zoning of Industrial Technology and to Adopt a Base Zoning, Zoning Exhibit, Concept Plan, and Building Elevations for Lots 5A and 5B, Block F, Bray Central One; Generally Located Directly West of U.S. Highway 75 and Approximately 802± Feet North of Village Way. (ZN-040221-0003) [Home Zone]

Ms. Russell, Planner, presented the item to the Commission.

Ms. Russell noted that staff is in support of the agenda item.

Chairman Trahan opened the public hearing.

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

**Motion:** Upon a motion by 2<sup>nd</sup> Vice-Chair Metevier, and a second by Commissioner Smiddy, the Commission voted 5 IN FAVOR, and 1 OPPOSED, with Commissioner Burkhardt dissenting, to recommend approval of the request to amend the Development Regulations of Planned Development No. 54 with a base zoning of Industrial Technology and to adopt a Base Zoning, Concept Plan and Building Elevations for Lots 5A and 5B, Block F, Bray Central One, as presented, as presented.

**The motion carried.**

**ATTENDANCE:**

**Commissioners Present:**

Ben Trahan, Chair  
Dan Metevier, 2<sup>nd</sup> Vice-Chair  
Elias Shaikh  
Michael Smiddy  
John Ogrizovich  
Jeff Burkhardt

**Absent:**

Stephen Platt, Jr., 1<sup>st</sup> Vice-Chair