



**AGENDA
CITY OF ALLEN
CITY COUNCIL REGULAR MEETING
SEPTEMBER 28, 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.

Public Recognition.

1. 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.]

2. Presentation of Proclamations by the Office of the Mayor.

- Presentation of a Proclamation to the City of Allen Forester, Proclaiming October 30, 2021, as *Arbor Day*.

3. 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.]

4. Approve Minutes of the September 14, 2021, Regular City Council Meeting.

5. Approve Minutes of the September 16, 2021, Special Called City Council Workshop.

6. Adopt an Ordinance Amending Chapter 2 - Administration, Article VII, of the Code of Ordinances Regarding the Administrative Departments of the City.

7. Adopt a Resolution Amending the City Council's Rules of Order and Procedure.
8. Adopt a Resolution Nominating Mr. Gary Rodenbaugh for Election to the Board of Directors for the Collin Central Appraisal District.
9. Authorize the City Manager to Execute a First Amendment to the Project Development Agreement between the City of Allen, the Allen Economic Development Corporation, and The Farm Development Co.
10. Authorize the City Manager to Execute a One-Year Contract, with the Option for Four (4) One-Year Renewals, with Lawn Star Landscape for Litter Collection Services at Various City Properties and Detailed Overpass/Underpass Maintenance in the Amount of \$209,908.
11. Accept the Resignation of LaReeda Rentie and Declare a Vacancy in Place No. 4 on the Parks and Recreation Board.

Regular Agenda.

12. Conduct a Public Hearing and Adopt an Ordinance to Amend the Development Regulations of Planned Development No. 134A with a Base Zoning of Mixed Use for Blocks A through N and Block X, The Farm is Generally Located at the Southeast Corner of the Intersection of State Highway 121 and Alma Drive. (The Farm)
13. Conduct a Public Hearing and Adopt an Ordinance to Establish a Planned Development Zoning District with a Base Zoning of Single-Family Residential (R-5) and to Adopt Development Regulations, Zoning Exhibit, Concept Plan, Open Space Plan and Screening Plan for 34.2± Acres; Generally Located at the Northwest Corner of the Intersection of Watters Road and Stacy Road. (The Reserve at Watters)
14. Authorize the City Manager to Execute a Fourth Amendment to the Contract for Solid Waste Collection, Disposal, and Recycling Services with Community Waste Disposal (CWD).
15. Adopt a Resolution Establishing Rates and Fees for Commercial and Residential Solid Waste, Recycling, and Household Hazardous Waste Services.
16. Adopt a Resolution Establishing the Water and Sewer Rates Recommended for Fiscal Year 2021-2022.
17. Appoint to Fill a Vacancy in Place No. 4 on the Parks and Recreation Board.

Other Business.

18. Calendar.
19. 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.)

20. 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, September 24, 2021, at 5:00 p.m..

Shelley B. George, City Secretary

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

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

September 28, 2021

SUBJECT:

Presentation of Proclamations by the Office of the Mayor.

- Presentation of a Proclamation to the City of Allen Forester, Proclaiming October 30, 2021, as *Arbor Day*.

STAFF RESOURCE:

Shelley B. George, City Secretary

ATTACHMENTS:

Proclamation

*Office of the Mayor
City of Allen*

Proclamation

- WHEREAS,** the City of Allen’s 21st Annual Arbor Day celebration is being held to recognize the planting of trees within the City; and,
- WHEREAS,** the City of Allen’s Forestry Division has continued to partner with Keep Allen Beautiful for the Allen Tree Initiative, the goal of which is to increase the city’s tree canopy by 3,000 trees over a ten-year period; and,
- WHEREAS,** to help achieve this goal, the Forestry Division planted 61 trees along a trail on Brookridge Drive and an additional 40 trees throughout the city to reduce air pollution, prevent water pollution, and increase property value throughout the City of Allen; and,
- WHEREAS,** this year, the City of Allen celebrates its 20th year as a Tree City USA and 19th year as a recipient of the Growth Award from the National Arbor Day Foundation; and,
- WHEREAS,** the Allen City Council encourages Allen residents to support Arbor Day by planting a tree as a reminder of the importance of our nation’s forests and natural resources.

NOW, THEREFORE, I, KEN FULK, MAYOR OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, do hereby proclaim Saturday, October 30, 2021, as:

“ARBOR DAY”

in Allen, Texas, and I urge all citizens to take cognizance of this event and participate in all the events related thereto in this community.

Kenneth M. Fulk, MAYOR

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:

September 28, 2021

SUBJECT:

Approve Minutes of the September 14, 2021, Regular
City Council Meeting.

STAFF RESOURCE:

Shelley B. George, City Secretary

ATTACHMENTS:

Minutes

ALLEN CITY COUNCIL

REGULAR MEETING

SEPTEMBER 14, 2021

Present:

Kenneth M. Fulk, Mayor

Councilmembers:

Baine Brooks, Mayor Pro Tem

Daren Meis

Carl Clemencich

Dave Cornette

Chris Schulmeister

Dave Shafer

City Staff:

Eric Ellwanger, City Manager

Eric Strong, Deputy City Manager

Tim Dentler, Assistant City Manager

Rebecca Vice, Assistant City Manager

Shelley B. George, City Secretary

Teresa Warren, Director, Public and Media Relations

Rocio Gonzalez, Deputy City Secretary

Pete Smith, City Attorney

Workshop Session

With a quorum of the Councilmembers present, the Workshop Session of the Allen City Council was called to order by Mayor Fulk at 6:00 p.m. on Tuesday, September 14, 2021, in the Basement Meeting Rooms of Allen City Hall, 305 Century Parkway, Allen, Texas.

- 1. Committee Updates from City Council Liaisons.**
- 2. Questions on Current Agenda.**

Mayor Fulk recessed the Workshop Session at 6:11 p.m. and announced the Executive Session.

Executive Session

In accordance with the Texas Government Code, the Allen City Council convened into Executive Session at 6:11 p.m. on Tuesday, September 14, 2021, in the Basement Meeting Rooms of the Allen City Hall, 305 Century Parkway, Allen, Texas, in order to discuss matters pertaining to:

- 3. Personnel Pursuant to Section 551.074 of the Texas Government Code —**
Discuss Appointments to the Board of Adjustment, Building and Standards Commission, Community Development Corporation, Economic Development Corporation, and Planning and Zoning Commission.

Legal pursuant to Chapter 551.071 of the Texas Government Code, to receive confidential legal advice from the City Attorney regarding any item on this agenda. The following Regular Meeting agenda items were discussed in Executive Session.

- 12. Conduct a Public Hearing on the Fiscal Year 2021-2022 Budget as Required by Article IV, Section 4.04 of the Allen City Charter and Adopt an Ordinance Approving the Fiscal Year 2021-2022 Budget, Amending the Fiscal Year 2020- 2021 Budget, and Approving the 2022-2026 Capital Improvement Program.**
- 13. Conduct a Public Hearing Regarding the Fiscal Year 2021-2022 City Tax Rate and Adopt an Ordinance Setting the Tax Rate for the Fiscal Year 2021-2022 Budget.**

The Executive Session adjourned at 6:35 p.m. on Tuesday, September 14, 2021.

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

The Allen City Council reconvened into the Workshop Session at 6:35 p.m. on Tuesday, September 14, 2021. No action was taken on items discussed during Executive Session.

With no further discussion, the Workshop Session of the Allen City Council was adjourned at 6:36 p.m. on Tuesday, September 14, 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, September 14, 2021, in the City Council Chambers of Allen City Hall, 305 Century Parkway, Allen, Texas.

Pledge of Allegiance

- 1. Members of VFW Post 2195 will Post the Colors and Lead the Pledge of Allegiance.**

Public Recognition

- 2. Citizen's Comments.**

Carol Hohmann, 902 Ashley Lane, Allen, Texas, spoke regarding leadership on the Council.
Elle Holland, 1516 Yorkshire Drive, Allen, Texas, spoke regarding AISD in person learning.

- 3. Presentation of Proclamations by the Office of the Mayor.**

- Presentation of a Proclamation to the VFW Post 2195 Proclaiming September 17, 2021, as POW/MIA Recognition Day.

Consent Agenda

Councilmember Shafer removed Agenda Item 5 from the Consent Agenda.

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

4. **Approve Minutes of the August 24, 2021, Regular City Council Meeting.**
6. **Adopt a Resolution Authorizing Participation with the State of Texas, Through the Office of the Attorney General, in the Global Opioid Settlement and Approving the Texas Term Sheet; Authorizing the City Manager to Execute All Necessary Documents in Connection with the Above on Behalf of the City of Allen.**

RESOLUTION NO. 3854-9-21(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AUTHORIZINIG PARTICIPATION WITH THE STATE OF TEXAS, THROUGH THE OFFICE OF THE ATTORNEY GENERAL, IN THE GLOBAL OPIOID SETTLEMENT AND APPROVING THE TERM SHEET; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY RELATED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

7. **Accept Required Certification from the Collin Central Appraisal District Office of the 2021 Tax Year Appraisal Roll.**
8. **Award Bid and Authorize the City Manager to Execute Contracts with Amundson Plumbing for Plumbing Services in the Amount of \$100,000 and Dynamic Systems, Inc., for Backflow Testing Services in the Amount of \$25,000, for One Year with Two Optional One-Year Renewal Terms for a Total Annual Amount of \$125,000.**
9. **Accept the Resignation of Jeff Burkhardt and Declare a Vacancy in Place No. 4 on the Planning and Zoning Commission.**

The motion carried.

Mayor Fulk moved to Agenda Item 5.

5. **Approve an Ordinance Amending Section 4 of Ordinance No. 3816-4-21 Ordering a Special Election on Proposed Amendments to the Home Rule Charter of the City of Allen to be Held on November 2, 2021, to Correct a Scrivener Error.**

ORDINANCE NO. 3853-9-21: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING SECTION 4 OF ORDINANCE NO. 3816-4-21 ORDERING A SPECIAL ELECTION ON A PROPOSED AMENDMENT TO THE HOME RULE CITY CHARTER OF THE CITY OF ALLEN TO BE HELD ON NOVEMBER 2, 2021, TO CORRECT A SCRIVENER ERROR; PROVIDING A SEVERANCE CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Upon a motion made by Mayor Pro Tem Brooks and a second by Councilmember Clemencich, the Council voted seven (7) for and none (0) opposed to approve Ordinance No. 3853-9-21, as previously captioned, amending Ordinance No. 3816-4-21 to correct a scrivener error. The motion carried.

10. **Conduct a Public Hearing and Adopt an Ordinance to Amend Section 2 of the Development Regulations of Planned Development No. 54 with a Base Zoning of Corridor Commercial and to Amend Exhibit Q "Building Elevations" for Lot 1, Block A, Wal-Mart Super Center Addition, Generally Located at the Northwestern Corner of Exchange Parkway and U.S. Highway 75. (Walmart - Building Elevations)**

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

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

ORDINANCE NO. 3855-9-21: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP, AS PREVIOUSLY AMENDED, BY AMENDING ORDINANCE NO. 1747-7-99 ADOPTING DEVELOPMENT REGULATIONS FOR A PORTION OF TRACT 1 OF PLANNED DEVELOPMENT PD NO. 54 WITH A BASE ZONING OF CORRIDOR COMMERCIAL "CC," RELATING TO THE DEVELOPMENT AND USE OF LOT 1, BLOCK, WAL-MART SUPERCENTER ADDITION; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Upon a motion made by Councilmember Shafer and a second by Councilmember Cornette, the Council voted seven (7) for and none (0) opposed to approve Ordinance No. 3855-9-21, as previously captioned, to amend the development regulations of Planned Development No. 54 with a base zoning of Corridor Commercial and to adopt Building Elevations for Lot 1, Block A, Wal-Mart Supercenter Addition, as presented. The motion carried.

11. **Conduct a Public Hearing and Adopt an Ordinance to Change the Zoning of Lot 1C, Block 1, Enterprises Addition No. 2 from Light Industrial "LI" to Heavy Industrial "HI", Generally Located East of Enterprise Boulevard and South of Bethany Drive, and Commonly Known as 915 Enterprise Boulevard. [Link Logistics]**

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

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

ORDINANCE NO. 3856-9-21: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP, AS PREVIOUSLY AMENDED, BY CHANGING THE ZONING OF LOT 1C, BLOCK 1, ENTERPRISES ADDITION NO. 2 FROM LIGHT INDUSTRIAL "LI" TO HEAVY INDUSTRIAL "HI"; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Upon a motion made by Councilmember Clemencich a second by Councilmember Meis, the Council voted seven (7) for and none (0) opposed to approve Ordinance No. 3856-9-21, as

previously captioned, to rezone Lot 1C, Block 1, Enterprises Addition No. 2 from Light Industrial to Heavy Industrial, as presented. The motion carried.

Mayor Fulk announced Agenda Items 12 and 13.

- 12. Conduct a Public Hearing on the Fiscal Year 2021-2022 Budget as Required by Article IV, Section 4.04 of the Allen City Charter and Adopt an Ordinance Approving the Fiscal Year 2021-2022 Budget, Amending the Fiscal Year 2020- 2021 Budget, and Approving the 2022-2026 Capital Improvement Program.**
- 13. Conduct a Public Hearing Regarding the Fiscal Year 2021-2022 City Tax Rate and Adopt an Ordinance Setting the Tax Rate for the Fiscal Year 2021-2022 Budget.**

Mayor Fulk opened the public hearings for Agenda Item 12 and 13 and asked anyone wishing to speak for or against these items to do so at this time.

The following individuals spoke against these Agenda Items:

David Hicks, 401 Woodlake Drive, Allen, Texas;
Kurt Kizer, 925 Southfork Drive, Allen, Texas;
Victoria Sublette, 1227 Palo Duro, Allen, Texas;
Carol Hohmann, 902 Ashley Lane, Allen, Texas;
Jim Kerr, 406 Watson Drive, Allen, Texas.

The following individuals spoke in support of these Agenda Items:

Nathan Polsky, 1108 Timberline Ln, Allen, Texas;
Paula Cheek, 903 Glen Rose Drive, Allen Texas;
Rolly Abiog, 1905 San Jacinto Drive, Allen, Texas;
Chrissy Vorderbruggen, 813 Fairlawn St, Allen, Texas;
Srini Raghavan, 1041 Hot Springs Drive, Allen, Texas;
Tim Voss, 964 Beverly Lane, Allen, Texas;
Ann Mellon Campbell, 205 Whisenant, Allen, Texas;
Jason Vorderbruggen, 813 Fairlawn St, Allen, Texas;
Mary L. Martin, 906 Clear Water Drive, Allen, Texas.

The following individuals did not speak but wished to record their support for these Agenda Items:

Michelle Bishop, 757 Davids Way, Allen, Texas;
Melissa Spence, 2030 Londonderry Drive, Allen, Texas;
Elle Latkin, 818 Rushmore Drive, Allen, Texas;
Michelle Andelman, 322 Canyon Springs Drive, Allen, Texas;
Jeff Lytle, 107 Windsong Way, Allen, Texas;
Jan Baldwin, 2344 Wingsong Lane, Allen, Texas;
Connie Hardy, 1626, Gladewater Drive, Allen, Texas;
Kyle, Baker, No address provided;
Connie Ede, 522 Mefford Lane, Allen, Texas;
Angie Scott, 852 Emporio Drive, Allen, Texas;
Dave Scott, 852 Emporio Drive, Allen, Texas;
Robert Cubbage, 804 Fawn Valley Dr, Allen, Texas;
Joyce Voss, 964 Beverly Lane, Allen, Texas;
Heather Hale, 814 Soapberry Dr, Allen, Texas;
Heather Garrett, 1103 Lamplight Way, Allen, Texas;

Erin Hufstetler, 909 Pelican Dr., Allen, Texas;
Tyler Hufstetler, 909 Pelican Dr. Allen, Texas;
Stephanie Griffith, 2354 Wingsong Lane, Allen, Texas;
Brian Martin, 2363 Palazzo Lane, Allen, Texas;
Jerral Martin, 906 Clear Water Drive, Allen, Texas;
Jayanta Chowdhury, 965 Conga Drive, Allen, Texas;
Michele Black, 1423 Comanche Drive, Allen, Texas;
Sam Abiog, 1905 San Jacinto Drive, Allen, Texas;
Elle Holland, 1516 Yorkshire Drive, Allen, Texas.

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

ORDINANCE NO. 3857-9-21: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING AND ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS OF THE CITY; APPROPRIATING THE VARIOUS AMOUNTS REQUIRED FOR SUCH BUDGET; PROVIDING FOR RECORDING OF THE ORDINANCE; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: Upon a motion made by Councilmember Shafer and a second by Councilmember Cornette, the Council voted seven (7) for with Mayor Fulk, Mayor Pro Tem Brooks, and Councilmembers Meis, Clemencich, Cornette, Schulmeister and Shafer voting in favor and none (0) opposed to approve Ordinance No. 3857-9-21, as previously captioned, approving the Fiscal Year 2021-2022 budget, amending the Fiscal Year 2020-2021 budget, and approving the 2022-2026 Capital Improvement Program. The motion carried.

MOTION: Upon a motion made by Councilmember Meis and a second by Councilmember Cornette, the Council voted seven (7) for with Mayor Fulk, Mayor Pro Tem Brooks, and Councilmembers Meis, Clemencich, Cornette, Schulmeister and Shafer voting in favor and none (0) opposed to ratify the increase in property tax revenues reflected in the Fiscal Year 2021-2022 budget. The motion carried.

ORDINANCE NO. 3858-9-21: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, LEVYING THE AD VALOREM TAXES FOR THE TAX YEAR 2021 (FISCAL YEAR 2021-2022) AT A RATE OF \$0.470000 PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF ALLEN AS OF JANUARY 1, 2021, TO PROVIDE REVENUE FOR THE PAYMENT OF CURRENT EXPENSES; PROVIDING FOR AN INTEREST AND SINKING FUND FOR ALL OUTSTANDING DEBT OF THE CITY OF ALLEN; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Upon a motion made by Councilmember Meis and a second by Councilmember Shafer, the Council voted seven (7) for with Mayor Fulk, Mayor Pro Tem Brooks, and Councilmembers

Meis, Clemencich, Cornette, Schulmeister and Shafer voting in favor and none (0) opposed to adopt a tax rate of \$0.470000, and adopt Ordinance No. 3858-9-21, as previously captioned, setting that tax rate for the Fiscal Year 2021-2022. The motion carried.

14. Appoint to Fill Expiring Terms and Vacancies on the Following Boards, Commissions, Committees and Corporations: Animal Shelter Advisory Committee, Board of Adjustment/Building and Standards Commission/Sign Control Board, Central Business District Design Review Committee, Community Development Corporation Board, Convention and Visitors Bureau Advisory Board, Economic Development Corporation Board, Keep Allen Beautiful Board, Library Board, Parks and Recreation Board, Planning and Zoning Commission, and Public Art Committee.

MOTION: Upon a motion by Mayor Pro Tem Brooks and a second by Councilmember Clemencich, the Council voted seven (7) for and none (0) opposed to nominate the following individuals as recommended by the Council Nominating Committee to the designated places on the respective Boards, Commissions, and Corporations:

<u>Animal Shelter Advisory Committee</u>		<u>Expiration Date</u>
Place No. 1	Dr. Alan Coffman	September 30, 2023
Place No. 3 (Staff Seat)	Deborah Michnick	September 30, 2023
Place No. 5	Jessica Lockhart	September 30, 2023

<u>Board of Adjustment/Building & Standards Commission/ Sign Board</u>		<u>Expiration Date</u>
Place No. 1	Isaac Williams	September 30, 2023
Place No. 3	Srini Raghaven	September 30, 2023
Place No. 5	Sandeep Kathuria	September 30, 2023
Alt. Place No. 1	Joe Moon	September 30, 2023

<u>Central Business District Design Review Committee</u>		<u>Expiration Date</u>
Place No. 1	Jill Kelley	September 30, 2023

<u>Community Development Corporation</u>		<u>Expiration Date</u>
Place No. 1	Shahmeen Khan	September 30, 2023
Place No. 3	Antoinette Vincent	September 30, 2023
Place No. 5	Stacy Gonzales	September 30, 2023

<u>Convention and Visitors Bureau Advisory Board</u>		<u>Expiration Date</u>
Place No. 1	Kirk Arnold	September 30, 2023
Place No. 5	Kira Boone	September 30, 2023
Place No. 1	Karen Musa	September 30, 2023

<u>Economic Development Corporation</u>		<u>Expiration Date</u>
Place No. 2	Michael Schaeffer	September 30, 2024

<u>Keep Allen Beautiful</u>		<u>Expiration Date</u>
Place No. 1	Susan Ponder	September 30, 2023
Place No. 3	Nasima Chowdhury	September 30, 2023
Place No. 5	Debbie Walters	September 30, 2023
Place No. 7	Eusty Hermida	September 30, 2023

<u>Library Board</u>		<u>Expiration Date</u>
Place No. 1	Bryce Farlow	September 30, 2023
Place No. 3	Laura Wooten	September 30, 2023
Place No. 5	Kimberly Hinton	September 30, 2023
Place No. 7	Rekha Mathai	September 30, 2023

<u>Parks and Recreation Board</u>		<u>Expiration Date</u>
Place No. 1	Karen Simpson	September 30, 2023
Place No. 3	Terrance Thomas	September 30, 2023
Place No. 5	Philip Brewer	September 30, 2023
Place No. 7	Luke Hollingsworth	September 30, 2023

<u>Planning and Zoning Commission</u>		<u>Expiration Date</u>
Place No. 1	Ben Trahan	September 30, 2023
Place No. 3	Kenneth Cook	September 30, 2023
Place No. 4	Brent Berg	September 30, 2022
Place No. 5	Dan Metevier	September 30, 2023
Place No. 7	Jason Wright	September 30, 2023

<u>Public Art Committee</u>		<u>Expiration Date</u>
Place No. 3	Doug Galletti	September 30, 2023
Place No. 5	Saundra Midkiff	September 30, 2023
Place No. 7	Stephanie Ward	September 30, 2023

The motion carried.

Other Business

10. Calendar.

11. Items of Interest.

- Mayor Pro Tem Brooks welcomed the new sports card shop, We Buy Cards, to Allen.
- Councilmember Cornette invited the public to attend the VFW Post 2195 Missing Man Table Ceremony at the Allen Public Library at 10 a.m. on September 17.

Executive Session

The Executive Session was not held.

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

Adjournment

MOTION: Upon a motion made by Mayor Pro Tem Brooks and a second by Councilmember Shafer, the Council voted seven (7) for and none (0) opposed to adjourn the Regular Meeting of the Allen City Council at 9:34 p.m. on Tuesday, September 14, 2021. The motion carried.

These minutes approved on the 28th day of September 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:	September 28, 2021
SUBJECT:	Approve Minutes of the September 16, 2021, Special Called City Council Workshop.
STAFF RESOURCE:	Shelley B. George, City Secretary
ACTION PROPOSED:	Approve Minutes of the September 16, 2021, Special Called City Council Workshop.

MOTION

I make a motion to approve Minutes of the September 16, 2021, Special Called City Council Workshop.

ATTACHMENTS:

Minutes

ALLEN CITY COUNCIL
SPECIAL CALLED WORKSHOP
SEPTEMBER 16, 2021

Present:

Kenneth M. Fulk, Mayor

Councilmembers:

Baine Brooks, Mayor Pro Tem (absent)
Daren Meis
Carl Clemencich
Dave Cornette
Chris Schulmeister
Dave Shafer

City Staff:

Eric Ellwanger, City Manager
Tim Dentler, Assistant City Manager
Shelley B. George, City Secretary
Teresa Warren, Public and Media Relations Director
Kate Meacham, Parks and Recreation Director
Carrie Cessna, Parks and Recreation Assistant Director
William Herman, Allen Event Center General Manager
Michael Martin, Allen Event Center Assistant General Manager
Ross Girouard, Allen Event Center Assistant General Manager
Jennifer Robinson, Strategic Projects Manager

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

With a quorum of the Councilmembers present, the Special Called Workshop of the Allen City Council was called to order by Mayor Fulk at 6:01 p.m. on Thursday, September 16, 2021, in the Meeting Room of Allen Event Center, 200 East Stacy Road #1350, Allen, Texas.

2. Receive an Overview of Allen Event Center Operations.

3. Facility Tour of the Allen Event Center.

4. Adjourn.

Mayor Fulk adjourned the Special Called Workshop of the Allen City Council at 9:23 p.m. on Thursday, September 16, 2021.

**ALLEN CITY COUNCIL
SPECIAL CALLED WORKSHOP
SEPTEMBER 16, 2021**

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These minutes approved on the 28th day of September 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: September 28, 2021

SUBJECT: Adopt an Ordinance Amending Chapter 2 - Administration, Article VII, of the Code of Ordinances Regarding the Administrative Departments of the City.

STAFF RESOURCE: Eric Ellwanger, City Manager

ACTION PROPOSED: Adopt an Ordinance Amending Chapter 2 - Administration, Article VII, of the Code of Ordinances Regarding the Administrative Departments of the City.

BACKGROUND

Section 3.05 of the Allen City Charter states "The city council, after hearing recommendations by the city manager, shall, by ordinance, provide for necessary organizational arrangements to properly carry out its public safety, public works, recreation, library, finance, and other service and administrative functions."

With the creation of the Community Enhancement Department, staff brings forward an ordinance which complies with the requirements of the City Charter to establish the administrative departments of the city and to amend the Code of Ordinances.

STAFF RECOMMENDATION

Staff recommends Council adopt an ordinance amending Chapter 2 - Administration, Article VII, of the Code of Ordinances regarding the Administrative Departments of the City.

MOTION

I make a motion to adopt Ordinance No. _____ amending Chapter 2 - Administration, Article VII, of the Code of Ordinances regarding the Administrative Departments of the City.

ATTACHMENTS:

Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 2, "ADMINISTRATION," ARTICLE VII, "ADMINISTRATIVE DEPARTMENTS," BY AMENDING SECTION 2-102 "ESTABLISHING AND CHANGING DIVISIONS WITHIN DEPARTMENTS; ASSIGNMENT OF WORK" BY AMENDING SUBSECTIONS (a); REPEALING SECTIONS 2-141 "COMMUNITY SERVICES DEPARTEMENT CREATED," 2-181 "ENGINEERING DEPARTMENT," 2-201 "MANAGEMENT INFORMATION SERVICES DEPARTMENT," AND 2-211 – "BUILDING AND CODE COMPLIANCE"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING 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, Collin County, Texas, be and the same is hereby amended by amending Chapter 2, "Administration," by amending Article VII, "Administrative Departments," to read as follows:

"ARTICLE VII. ADMINISTRATIVE DEPARTMENTS

Sec. 2-101. - Establishing and changing divisions within departments; assignment of work.

The administrative departments of the City are hereby created and placed under control of the city manager. The city manager may be served by a deputy city manager and assistant city managers as deemed appropriate by the city manager. As a representative for the city manager, the deputy city manager is the second ranking administrator for the City and serves as the acting city manager in the absence of the city manager, unless otherwise designated. The responsibilities of the deputy city manager and assistant city managers include the daily supervision, direction and coordination of administrative departments assigned to the deputy city manager or assistant city managers by the city manager. For purposes of this administrative code, the city manager, the deputy city manager, and assistant city managers are interchangeable in the terms of authority vested in them in their discretion of the administrative departments.

(a) The following administrative departments of the city are under control of the city manager:

- (1) City Secretary
- (2) Community Development
- (3) Community Services
- (4) Community Enhancement
- (5) Engineering
- (6) Finance
- (7) Fire
- (8) Human Resources
- (9) Information Technology
- (10) Library
- (11) Parks and Recreation
- (12) Police
- (13) Public and Media Relations

(b) The city manager is delegated authority to establish, consolidate, divide, or abolish divisions within these departments that he or she determines are necessary to accomplish the council's ends policies and to assign the work of these departments and divisions.”

SECTION 2. Sections 2-141 “Community Services Department Created,” 2-181 “Engineering Department,” 2-201 “Management Information Services Department,” and 2-211 – “Building and Code Compliance” are repealed.

SECTION 3. All ordinances of the City of Allen, Collin County, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

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

SECTION 5. This ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 28TH DAY OF SEPTEMBER 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: September 28, 2021

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

STAFF RESOURCE: Shelley B. George, City Secretary

PREVIOUS COUNCIL ACTION: Council adopted Resolution No. 3509-9-17(R).

ACTION PROPOSED: Adopt a Resolution Amending the City Council's Rules of Order and Procedure.

BACKGROUND

In September 2017, City Council last amended the City Council Rules of Order and Procedure.

The document calls for review at least every two years with revisions as needed. The proposed revisions are shown on the attached document in redline and include:

- Revisions to update and clarify current policies and practices
- Revisions to Motions to align with current practices
- Revisions to align with State law
- Addition of Section 7.7 - Social Media
- Formatting changes

STAFF RECOMMENDATION

Staff recommends that the City Council adopt a resolution amending the City Council's Rules of Order and Procedure.

MOTION

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

ATTACHMENTS:

Resolution
Redline Copy of Proposed Updates

RESOLUTION NO. _____

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

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

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

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

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

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 28TH DAY OF SEPTEMBER 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

EXHIBIT “A”

**CITY COUNCIL
RULES OF ORDER AND PROCEDURE**

City of Allen, Texas

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

**December 16, 1999, by Resolution No. 1787-12-99(R)
Amended June 25, 2002, by Resolution No. 2060-6-02(R)
Amended October 25, 2005, by Resolution No. 2450-10-05(R)
Amended November 13, 2007, by Resolution No. 2673-11-07(R)
Amended September 22, 2009, by Resolution No. 2858-9-09(R)
Amended September 22, 2015, by Resolution No. 3330-9-15(R)
Amended September 12, 2017, by Resolution No. 3509-9-17(R)**

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1. AUTHORITY

1.1 CHARTER

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

1.2 COUNCIL COMMITTEES

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

a. Standing Committees

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

b. Ad Hoc Committees

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

1.3 COUNCILMEMBER APPOINTMENTS AND ASSIGNMENTS

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

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

1.4 MAYOR TO ACT AS COUNCIL CEREMONIAL REPRESENTATIVE

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

1.5 COUNCILMEMBER PARTICIPATION IN COMMUNITY ACTIVITIES

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

as its representative for the matter.

2. COUNCIL MEETINGS

2.1 REGULAR MEETINGS

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

a. Other Locations

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

b. Location During Local Emergency

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

c. Cancellation of Meetings

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

2.2 PRE-COUNCIL MEETING WORKSHOPS

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

2.3 SPECIAL MEETINGS AND EMERGENCY MEETINGS

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

(Texas Government Code, Section 551.045)

2.4 ADJOURNED MEETINGS

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

(Texas Government Code, Section 551)

2.5 EXECUTIVE SESSIONS

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

or considered in Executive Session.

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

2.6 NOTICE OF MEETINGS

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

2.7 QUORUM

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

2.8 CHAIR

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

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

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

2.9 ATTENDANCE BY THE PUBLIC

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

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

2.10 MINUTES

In accordance with the provisions of Charter Section 2.18 and 2.19, action minutes of City Council meetings

will be kept. Action minutes will include final motions with votes. The minutes will also reflect the names of public speakers.

a. **City Council Approval of Minutes**

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

b. **Recording of Meetings**

Video or digital recordings of proceedings are maintained by the City Secretary for six months after approval by the City Council.

2.11 ESTABLISHING THE CITY COUNCIL MEETING AGENDA

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

3. ORDER OF BUSINESS

3.1 GENERAL ORDER

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

WORKSHOP AGENDA

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

REGULAR MEETING AGENDA

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

3.2 NUMBERING AND INDEXING OF AGENDA ITEMS

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

3.3 PUBLIC RECOGNITION

All special presentations and announcements will be calendared and coordinated through the City Secretary.

A period of time, not to exceed fifteen minutes at each City Council meeting, will be set aside for public recognition.

3.4 CONSENT AGENDA

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

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

3.5 ITEMS OF COMMUNITY INTEREST / COMMUNICATIONS

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

3.6 STANDARD ADJOURNMENT

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

4. RULES OF CONDUCT

4.1 GENERAL PROCEDURE

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

4.2 AUTHORITY OF THE CHAIR

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

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

4.3 MAYOR TO FACILITATE COUNCIL MEETINGS

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

4.4 COUNCIL DELIBERATION AND ORDER OF SPEAKERS

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

4.5 LIMIT DELIBERATIONS TO ITEM AT HAND

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

4.6 LENGTH OF COUNCIL COMMENTS

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

4.7 OBTAINING THE FLOOR

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

4.8 MOTIONS

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

4.9 PROCEDURES FOR MOTIONS

The following is the general procedure for making motions:

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

MOTION AMENDMENTS

When a motion is on the floor and an amendment is offered, the amendment should be acted upon prior to acting on the main motion. No motion of a subject different from that under consideration shall be admitted as

an amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order. Action shall be taken on the amended amendment prior to any other action to further amend the original motion.

MOTION TO APPROVE / DENY

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

MOTION TO APPROVE WITH AMENDMENTS

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

MOTION FOR RECONSIDERATION

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

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

MOTION TO ADJOURN

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

MOTION TO SET ASIDE STANDARD ADJOURNMENT

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

MOTION TO DEFER

If Council is unable to complete all business on the agenda by stated time, the Council may defer items to a future meeting with a motion such as “I make a motion to defer the remaining agenda items to the next Council meeting on (date).”

4.10 VOTING

Abstention

- a. If a Councilmember abstains because of a legal conflict of interest, such member is not counted as present for quorum purposes and is not deemed to be “voting” for purposes of determining whether there has been a “majority vote of those voting and present.”
- b. When the Mayor or a Councilmember abstains because of a legal conflict of interest, such

Councilmember must file an affidavit with the City Secretary stating the nature and extent of the conflict before the agenda item is announced by the Mayor. The Mayor or City Secretary shall briefly state, on the record, the nature of the conflict of the Councilmember. State law requires the inclusion of this information in the public record. A Councilmember with a legal conflict of interest shall excuse themselves from the dais for that portion of the Council meeting and may return once the Council has completed action on the agenda item.

Tie Votes

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

Charter or Statute Voting Requirements

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

a. Charter Amendment – Two-thirds Vote

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

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

b. Changing Paving Assessment Plan – Two-thirds Vote

Changes in plans for paving assessments require a two-thirds vote of the full City Council.

(Texas Transportation Code, Section 313.053)

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

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

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

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

4.11 NON-OBSERVANCE OF RULE

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

5. PUBLIC HEARINGS

5.1 GENERAL PROCEDURE

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

- a. Staff presents its report.
- b. Councilmembers may ask questions of staff.
- c. The applicant or appellant then has the opportunity to present comments, testimony, or arguments. In the case of an appeal when the appellant is different from the applicant, the appellant should be called upon first to provide comments or testimony. The applicant or appellant shall have a total of fifteen minutes for a presentation when recognized by the Mayor or presiding officer.

The initial comments or presentation shall be limited to ten minutes and the rebuttal or concluding comments shall be limited to five minutes.

- d. Councilmembers may ask questions of the applicant and/or appellant.
- e. The Mayor opens the Public Hearing.
- f. Members of the public are provided with the opportunity to ask questions or make comments relevant to the matter being heard. All individuals addressing the Council shall state their name and address for the record.
- g. The Public Hearing is closed.
- h. The City Council deliberates on the issue.
- i. If the City Council raises new issues through deliberation and seeks to take additional public testimony, the Public Hearing must be reopened. At the conclusion of the public testimony, the Public Hearing is again closed.
- j. The City Council deliberates and takes action.
- k. The Mayor announces the final decision of the City Council.

5.2 CONTINUANCE OF HEARINGS

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

5.3 PUBLIC DISCUSSION AT HEARINGS

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

a. *Public Member Request to Speak*

Any person wishing to speak at a Public Hearing scheduled on the agenda shall complete a Public Meeting Appearance Card prior to the matter being reached, and present it to the City Secretary. Upon being recognized by the Mayor, the person may speak or present evidence relevant to the matter being heard. No person may speak without first being recognized by the Mayor. All persons wishing to speak on the matter shall be limited to three minutes each and there shall be a cumulative limit of sixty

minutes for all those speaking in favor of an item and a like limit for those speaking in opposition. The time limit may be extended by the Mayor or by a majority vote of the City Council.

b. ***Time Limits***

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

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

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

d. ***Germane Comments***

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

5.4 COMMUNICATIONS AND PETITIONS

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

6. ADDRESSING THE CITY COUNCIL

6.1 STAFF PRESENTATIONS

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

6.2 ORAL PRESENTATIONS BY MEMBERS OF THE PUBLIC

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

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

6.3 CITIZENS' COMMENTS; RIGHT TO SPEAK

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

incommencement of the meeting and present it to the City Secretary.

a. ***Timing***

Citizens' Comments are generally permitted at the beginning of the regular City Council meeting, as specified on the agenda. Presentations shall be limited to three minutes each, but may be extended for an additional two minutes with approval of the Mayor or by a majority of the City Council. Citizens' Comments shall be limited to a cumulative total not to exceed fifteen minutes for all speakers.

b. ***City Business***

Presentations under Citizens' Comments are limited to items within the subject matter jurisdiction of the City.

c. ***No Council Deliberations***

In compliance with the Texas Open Meetings Act, the City Council may not deliberate or vote on any matter raised in Citizens' Comments, except for the purpose of determining whether such matter should be placed on a future City Council agenda. The Mayor, however, may request the City Manager to provide additional information on a matter of general interest to the full City Council, the public at large and to the citizen making the comment.

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

6.4 POWERPOINT PRESENTATIONS

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

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

6.5 PUBLIC MEETING APPEARANCE CARDS

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

in opposition. The minutes will reflect the City Council's receipt of written comments in support or opposition of the project or issue.

6.6 REPETITIOUS COMMENTS PROHIBITED

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

6.7 WAIVER OF RULES

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

6.8 NON-EXCLUSIVE RULES

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

7. COUNCILMEMBER ADMINISTRATIVE SUPPORT

7.1 MAIL

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

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

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

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

b. *Letters Addressed to Individual Councilmembers*

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

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

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

7.2 CITY COUNCIL CORRESPONDENCE

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

Personal Correspondence

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

7.3 CLERICAL SUPPORT

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

7.4 MASTER CALENDAR

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

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

7.5 REQUESTS FOR RESEARCH OR INFORMATION

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

7.6 CITY COUNCIL NOTIFICATION OF SIGNIFICANT INCIDENTS

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

7.7 SOCIAL MEDIA

While members of the City Council may maintain and use personal social media sites, blogs, web pages and websites, their status as an elected official requires that the content of any postings on those sites be in compliance with existing City policies, directives, rules and regulations.

The City's image as a professional organization is critical to maintaining the respect of its constituents. While the City recognizes that elected and appointed officials may choose to express themselves by posting personal information upon social media platforms or by making comments on sites hosted by other persons, groups or organizations, this right of expression should not interfere with the operation of the City. That is, while the City acknowledges its officials have the First Amendment right to free speech, the right is not absolute when involving matters of official City business, issues, or concerns

8. PROCEDURES ADMINISTRATION

8.1 BIENNIAL REVIEW OF CITY COUNCIL PROCEDURES

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

8.2 ADHERENCE TO PROCEDURES

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

8.3 CITY ATTORNEY AS PROCEDURE ADVISOR

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

8.4 APPLICABILITY OF PROCEDURES

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

REDLINED VERSION WITH PROPOSED REVISIONS

EXHIBIT “A”

**CITY COUNCIL
RULES OF ORDER AND PROCEDURE**

City of Allen, Texas

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

**December 16, 1999, by Resolution No. 1787-12-99(R)
Amended June 25, 2002, by Resolution No. 2060-6-02(R)
Amended October 25, 2005, by Resolution No. 2450-10-05(R)
Amended November 13, 2007, by Resolution No. 2673-11-07(R)
Amended September 22, 2009, by Resolution No. 2858-9-09(R)
Amended September 22, 2015, by Resolution No. 3330-9-15(R)
Amended September 12, 2017, by Resolution No. 3509-9-17(R)**

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1. AUTHORITY

1.1 CHARTER

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

1.2 COUNCIL COMMITTEES

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

a. Standing Committees

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

b. Ad Hoc Committees

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

1.3 COUNCILMEMBER APPOINTMENTS AND ASSIGNMENTS

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

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

1.4 MAYOR TO ACT AS COUNCIL CEREMONIAL REPRESENTATIVE

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

1.5 COUNCILMEMBER PARTICIPATION IN COMMUNITY ACTIVITIES

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

as its representative for the matter.

2. COUNCIL MEETINGS

2.1 REGULAR MEETINGS

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

a. Other Locations

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

b. Location During Local Emergency

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

c. Cancellation of Meetings

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

2.2 PRE-COUNCIL MEETING WORKSHOPS

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

2.3 SPECIAL MEETINGS AND EMERGENCY MEETINGS

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

(Texas Government Code, Section 551.045)

2.4 ADJOURNED MEETINGS

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

(Texas Government Code, Section 551)

2.5 EXECUTIVE SESSIONS

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

or considered in Executive Session.

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

2.6 NOTICE OF MEETINGS

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

2.7 QUORUM

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

2.8 CHAIR

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

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

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

2.9 ATTENDANCE BY THE PUBLIC

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

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

2.10 MINUTES

In accordance with the provisions of Charter Section 2.18 and 2.19, action minutes of City Council meetings

will be kept. Action minutes will include final motions with votes. The minutes will also reflect the names of public speakers.

a. **City Council Approval of Minutes**

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

b. **Recording of Meetings**

Video or digital recordings of proceedings are maintained by the City Secretary for six months after approval by the City Council.

2.11 ESTABLISHING THE CITY COUNCIL MEETING AGENDA

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

3. ORDER OF BUSINESS

3.1 GENERAL ORDER

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

WORKSHOP AGENDA

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

REGULAR MEETING AGENDA

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

3.2 NUMBERING AND INDEXING OF AGENDA ITEMS

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

3.3 PUBLIC RECOGNITION

All special presentations and announcements will be calendared and coordinated through the City Secretary.

A period of time, not to exceed fifteen minutes at each City Council meeting, will be set aside for public recognition.

3.4 CONSENT AGENDA

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

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

3.5 ITEMS OF COMMUNITY INTEREST / COMMUNICATIONS

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

3.6 STANDARD ADJOURNMENT

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

4. RULES OF CONDUCT

4.1 GENERAL PROCEDURE

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

4.2 AUTHORITY OF THE CHAIR

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

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

4.3 MAYOR TO FACILITATE COUNCIL MEETINGS

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

4.4 COUNCIL DELIBERATION AND ORDER OF SPEAKERS

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

4.5 LIMIT DELIBERATIONS TO ITEM AT HAND

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

4.6 LENGTH OF COUNCIL COMMENTS

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

4.7 OBTAINING THE FLOOR

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

4.8 MOTIONS

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

4.9 PROCEDURES FOR MOTIONS

The following is the general procedure for making motions:

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

MOTION AMENDMENTS

When a motion is on the floor and an amendment is offered, the amendment should be acted upon prior to acting on the main motion. No motion of a subject different from that under consideration shall be admitted as

an amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order. Action shall be taken on the amended amendment prior to any other action to further amend the original motion.

MOTION TO APPROVE / DENY

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

MOTION TO APPROVE WITH AMENDMENTS

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

MOTION FOR RECONSIDERATION

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

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

MOTION TO ADJOURN

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

MOTION TO SET ASIDE STANDARD ADJOURNMENT

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

MOTION TO DEFER

If Council is unable to complete all business on the agenda by stated time, the Council may defer items to a future meeting with a motion such as “I make a motion to defer the remaining agenda items to the next Council meeting on (date).”

MOTION TO CONTINUE

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

MOTION TO REMOVE

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

MOTION TO TABLE

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

MOTION TO POSTPONE INDEFINITELY

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

MOTION TO REFER

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

MOTION TO LAY ON THE TABLE

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

MOTION TO TAKE FROM THE TABLE

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

WITHDRAWAL OF MOTION

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

MOTION FOR RECONSIDERATION

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

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

4.10 VOTING

Abstention

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

Tie Votes

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

Charter or Statute Voting Requirements

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

a. Charter Amendment – Two-thirds Vote

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

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

b. Changing Paving Assessment Plan – Two-thirds Vote

Changes in plans for paving assessments require a two-thirds vote of the full City Council.

(Texas Transportation Code, Section 313.053)

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

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

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

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

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

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4.11 NON-OBSERVANCE OF RULE

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

5. PUBLIC HEARINGS

5.1 GENERAL PROCEDURE

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

- a. Staff presents its report.
- b. Councilmembers may ask questions of staff.
- c. The applicant or appellant then has the opportunity to present comments, testimony, or arguments. In

the case of an appeal when the appellant is different from the applicant, the appellant should be called upon first to provide comments or testimony. The applicant or appellant shall have a total of fifteen minutes for a presentation when recognized by the Mayor or presiding officer.

The initial comments or presentation shall be limited to ten minutes and the rebuttal or concluding comments shall be limited to five minutes.

- d. Councilmembers may ask questions of the applicant and/or appellant.
- e. The Mayor opens the Public Hearing.
- f. Members of the public are provided with the opportunity to ask questions or make comments relevant to the matter being heard. All individuals addressing the Council shall state their name and address for the record.
- g. The Public Hearing is closed.
- h. The City Council deliberates on the issue.
- i. If the City Council raises new issues through deliberation and seeks to take additional public testimony, the Public Hearing must be reopened. At the conclusion of the public testimony, the Public Hearing is again closed.
- j. The City Council deliberates and takes action.
- k. The Mayor announces the final decision of the City Council.

5.2 CONTINUANCE OF HEARINGS

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

5.3 PUBLIC DISCUSSION AT HEARINGS

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

a. **Public Member Request to Speak**

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

b. **Time Limits**

The Mayor, with the concurrence of the City Council, may ~~extend or limit~~alter any of the enumerated

time allocations based on the complexity of the item and the number of persons wishing to speak on the item.

~~e.~~ ***Questions of Speakers***

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

~~dc.~~ ***Materials for Public Record***

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

~~ed.~~ ***Germane Comments***

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

5.4 COMMUNICATIONS AND PETITIONS

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

6. ADDRESSING THE CITY COUNCIL

6.1 STAFF PRESENTATIONS

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

6.2 ORAL PRESENTATIONS BY MEMBERS OF THE PUBLIC

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

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

6.3 CITIZENS' COMMENTS; RIGHT TO SPEAK

Citizen Comments. This portion of the City Council meeting is set aside for members of the public to address the City Council on any item of business that is not formally scheduled on the agenda or scheduled as a Public

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Hearing. Members of the public should complete a Public Meeting Appearance Card prior to the ~~item being heard~~commencement of the meeting and present it to the City Secretary.

a. ***Timing***

Citizens' Comments are generally permitted at the beginning of the regular City Council meeting, as specified on the agenda. Presentations shall be limited to three minutes each, but may be extended for an additional two minutes with approval of ~~the Mayor or by~~ a majority of the City Council. Citizens' Comments shall be limited to a cumulative total not to exceed fifteen minutes for all speakers.

b. ***City Business***

Presentations under Citizens' Comments are limited to items within the subject matter jurisdiction of the City.

c. ***No Council Deliberations***

In compliance with the Texas Open Meetings Act, the City Council may not deliberate or vote on any matter raised in Citizens' Comments, except for the purpose of determining whether such matter should be placed on a future City Council agenda. The Mayor, however, may request the City Manager to provide additional information on a matter of general interest to the full City Council, the public at large and to the citizen making the comment.

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

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6.4 POWERPOINT PRESENTATIONS

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

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

6.5 PUBLIC MEETING APPEARANCE CARDS

Public Meeting Appearance Cards may be used by members of the public who do not wish to or cannot verbally address the City Council during a meeting. A person may indicate ~~his/hersuch person's~~ comments and

support or opposition for an agenda item on a Public Meeting Appearance Card. During the public ~~testimony~~ hearing regarding the item or prior to taking action on an item on the agenda, the Mayor will indicate that the City Council has received written comments from (name of persons) in support of the project or issue and from (name of persons) in opposition. The minutes will reflect the City Council's receipt of written comments in support or opposition of the project or issue.

6.6 REPETITIOUS COMMENTS PROHIBITED

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

6.7 WAIVER OF RULES

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

6.8 NON-EXCLUSIVE RULES

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

7. COUNCILMEMBER ADMINISTRATIVE SUPPORT

7.1 MAIL

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

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

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

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

b. *Letters Addressed to Individual Councilmembers*

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

Letters addressed to individual Councilmembers that do not require a response from staff but provide

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

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

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

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

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

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

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

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

While members of the City Council may maintain and use personal social media sites, blogs, web pages and websites, their status as an elected official requires that the content of any postings on those sites be in compliance with existing City policies, directives, rules and regulations.

~~The City's image as a professional organization is critical to maintaining the respect of its constituents. While the City recognizes that elected and appointed officials may choose to express themselves by posting personal information upon social media platforms or by making comments on sites hosted by other persons, groups or~~

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organizations, this right of expression should not interfere with the operation of the City. That is, while the City acknowledges its officials have the First Amendment right to free speech, the right is not absolute when involving matters of official City business, issues, or concerns

8. PROCEDURES ADMINISTRATION

8.1 BIENNIAL REVIEW OF CITY COUNCIL PROCEDURES

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

8.2 ADHERENCE TO PROCEDURES

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

8.3 CITY ATTORNEY AS PROCEDURE ADVISOR

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

8.4 APPLICABILITY OF PROCEDURES

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

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CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: September 28, 2021

SUBJECT: Adopt a Resolution Nominating Mr. Gary Rodenbaugh for Election to the Board of Directors for the Collin Central Appraisal District.

STAFF RESOURCE: Eric Ellwanger, City Manager
Shelley B. George, City Secretary

ACTION PROPOSED: Adopt a Resolution Nominating Mr. Gary Rodenbaugh for Election to the Board of Directors for the Collin Central Appraisal District.

BACKGROUND

In accordance with the Texas Property Code, Section 6.03, the Appraisal District's five directors are to be appointed by the taxing units that participate in the District. A resolution signed by Mayor Fulk must be received by the District on or before October 14, 2021, in order to nominate one to five candidates. Candidates must be residents of the District for at least two years prior to beginning service on the Board. The proposed Resolution places Gary Rodenbaugh as a candidate.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt a Resolution nominating Gary Rodenbaugh as a candidate for the Board of Directors of the Collin Central Appraisal District Board.

MOTION

I make a motion to adopt Resolution No. _____ nominating Gary Rodenbaugh as a candidate for the Board of Directors of the Collin Central Appraisal District Board.

ATTACHMENTS:

Resolution
CCAD Letter

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, PLACING IN NOMINATION THE NAME OF GARY RODENBAUGH FOR MEMBERSHIP ON THE BOARD OF DIRECTORS OF THE COLLIN CENTRAL APPRAISAL DISTRICT IN ACCORDANCE WITH SECTION 6.03(g) OF THE TEXAS PROPERTY TAX CODE; DIRECTING THE CITY SECRETARY TO NOTIFY INTERESTED PARTIES OF SAID ACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Allen can place in nomination as many as five (5) names to be Directors of the Collin Central Appraisal District; and,

WHEREAS, said nominations must be made in an open meeting and delivered to the Chief Appraiser before October 14, 2021; and,

WHEREAS, the City Council desires for Gary Rodenbaugh, 102 W. Main Street, Allen, Texas 75013 to continue service on the Board of Directors.

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

SECTION 1. The City Council places in nomination Gary Rodenbaugh.

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 28TH DAY OF SEPTEMBER 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY



Collin Central Appraisal District

September 7, 2021

RECEIVED
CITY OF ALLEN

SEP 09 2021

OFFICE OF
CITY SECRETARY

Kenneth Fulk, Mayor
City of Allen
305 Century Pkwy
Allen, TX 75013

RE: Election of Collin Central Appraisal District Board of Directors

Dear Mayor Fulk:

In accordance with the Texas Property Tax Code, the Appraisal District's five directors are to be elected by the taxing units that participate in the Appraisal District. Each taxing unit may nominate one to five board candidates. The District's Board of Directors serve two-year terms, with the next term beginning January 1, 2022.

Step 1: Nominations

A taxing unit's nominations must be made in an open meeting and a written resolution from the presiding officer of your governing body must be submitted to the Chief Appraiser by October 14, 2021. The resolution should include the name and address of each candidate nominated. To be eligible to serve on the board, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date they take office.

Step 2: Allocation of Votes

In late September, each taxing unit will be sent a letter that provides their number of votes. In accordance with the Tax Code, there are 5,000 total votes to be distributed based on tax levy. Each taxing unit's vote allocation is based on their tax levy compared to the grand total levy for all taxing units. Example: If a taxing unit's tax levy calculates to be 10% of the grand total levy for all taxing units, the taxing unit would be allocated 500 votes.

Step 3: Delivery of Ballots

In late October, after the nominating process ends, I will send each voting entity, with at least one vote to cast, an official ballot with voting instructions.

Step 4: Taxing Units Cast Their Votes

The governing body of each taxing unit entitled to vote shall determine its vote by resolution. A copy of the written resolution, adopted in an open meeting of the taxing unit, must be submitted to the Chief Appraiser by December 14, 2021

Step 5: Election Results

I will count the votes and submit the results of the election to each taxing unit, and all candidates, by December 30, 2021.

Notes:

The October 14th and December 14th deadlines are by the end of the calendar day.

Nominations, outlined in Step 1 above, can be submitted any time prior to the October 14, 2021 nominating deadline.

Voting and submission of votes, outlined in Step 4 above, must be after I deliver the ballots to the taxing units in late October and by the December 14th deadline.

The process for electing the District's Board of Directors is outlined in the Texas Property Tax Code, § 6.03.

Sincerely,



Bo Daffin
Chief Appraiser

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:	September 28, 2021
SUBJECT:	Authorize the City Manager to Execute a First Amendment to the Project Development Agreement between the City of Allen, the Allen Economic Development Corporation, and The Farm Development Co.
STAFF RESOURCE:	Daniel Bowman, Executive Director, Allen Economic Development Corporation Eric Strong, Deputy City Manager
PREVIOUS COUNCIL ACTION:	November 10, 2020, City Council authorized the City Manager to Negotiate and Execute a Project Development Agreement with The Farm Development, Co.
ACTION PROPOSED:	Authorize the City Manager to Execute a First Amendment to the Project Development Agreement between the City of Allen, the Allen Economic Development Corporation, and The Farm Development Co.

BACKGROUND

The Allen City Council previously approved a Project Development Agreement with The Farm Development, Co., to support the development of The Farm, a 135-acre mixed-use project located at Alma Drive and SH 121. The purpose of the agreement was to provide economic development assistance to support the construction of infrastructure and a shared parking garage to activate the site and allow for construction of corporate office and retail/entertainment amenities.

The Project Development Agreement included a section stipulating required Building Materials Standards for the project. These standards were included in the Project Development Agreement because state law prohibits municipalities from regulating these items through other means. Staff is recommending an amendment to the Project Development Agreement to address Building Materials Standards stipulated in Article VII. The following are the primary adjustments proposed:

- Adjust the cementitious board to be used on Retail, Restaurant, Office and Hotel, and Residential uses to require a minimum 30-year life warranty instead of a 50-year life warranty.
- For Residential uses, adjust the minimum percentage of the facade, that shall consist of Masonry Building Materials, from 85% to 70%; and allow for a maximum of 15% of exterior building materials to be wood.

STAFF RECOMMENDATION

Staff recommends that the City Council Authorize the City Manager to Execute a First Amendment to the Project Development Agreement between the City of Allen, the Allen Economic Development Corporation, and The Farm Development Co.

MOTION

I make a motion to authorize the City Manager to execute a First Amendment to the Project Development Agreement between the City of Allen, the Allen Economic Development Corporation, and The Farm Development Co.

ATTACHMENTS:

Agreement

AFTER RECORDING, RETURN TO:

City of Allen
Attn: City Secretary
305 Century Plaza
Allen, Texas 75013

(Space Above for Recorder's Use Only)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

STATE OF TEXAS	§	FIRST AMENDMENT TO PROJECT DEVELOPMENT
	§	AGREEMENT
COUNTY OF COLLIN	§	

This **First Amendment to Project Development Agreement** (“**First Amendment**”) is by and among the **City of Allen, Texas** (“**City**”), **Allen Economic Development Corporation** (“**AEDC**”), and **The Farm Development Co.**, a Texas corporation (“**Company**”) (collectively “**the Parties**” and individually as a “**Party**”), acting by and through their duly authorized representatives.

RECITALS

WHEREAS, the Parties entered into that certain *Project Development Agreement* (the “**Agreement**”) dated and effective February 10, 2021, relating to the development of approximately 135 acres of land owned by Company located at the southeast corner of Alma Road and State Highway 121 in Allen, Texas, said land being more completely described in Exhibit “A” to the Agreement (the “**Land**”); and

WHEREAS, a true and correct copy of the Agreement was recorded on March 3, 2021, as Instrument No. 20210303000422320, in the Official Public Records of Collin County, Texas; and

WHEREAS, Article VII of the Agreement sets forth certain agreements regarding the building materials to be incorporated into the design and construction of buildings to be constructed on the Land; and

WHEREAS, since the Effective Date of the Agreement, Company has proceeded with the design of the Project and determined that certain amendments to Section 7.2 of the Agreement are necessary to be more in line with the design of the Project and beneficial to the development of the Project; and

WHEREAS, City and AEDC have reviewed the requested changes and desire to agree to certain amendments to Section 7.2 if the Agreement.

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

1. **Definitions**: Unless the context clearly indicates a different definition, defined words and phrases as used in this First Amendment shall have the same meaning set forth in the Agreement.

2. **Amendments**: Section 7.2 of the Agreement is amended to read as follows:

7.2 **Building Materials Standards**. Company agrees the buildings and structures constructed on the Land shall be designed and constructed in accordance with the following exterior building materials standards:

(a) In the Tollway Character District, Neighborhood-North Character District, Neighborhood-South Character District, Creek Character District, the following buildings used for the following identified purposes shall be designed and constructed as follows:

(1) *Retail and Restaurant*. All main building exterior wall construction materials for retail or restaurant uses in a mixed-use building or in a stand-alone building (excluding doors and windows) that are exposed shall be constructed as follows:

(i) Not less than eighty-five percent (85%) of the exterior building facade must consist of Masonry Building Materials;

(ii) Metal, wood and cementitious board with a minimum 30- year life warranty may be used in any combination over an area not greater than fifteen percent (15%) of the surface area of the exterior building facade; and

(iii) Synthetic stucco (such as exterior finish and insulation system (EFIS)) may be installed as an architectural accent material on an area not greater than ten percent (10%) of the surface area of the exterior building facade.

(2) *Office*. With respect to office uses, all main building exterior wall construction materials (excluding doors and windows) that are exposed shall be constructed subject to the following:

(i) Not less than eighty-five percent (85%) of the surface area of the exterior building facade must consist of Masonry Building Materials or architectural composite panel;

(ii) Metal, wood, and cementitious board (with a minimum 30- year life warranty), may be used in any combination over an area not greater than fifteen percent (15%) of the exterior surface of the building facade; and

(iii) Synthetic stucco (such as exterior finish and insulation system (EFIS)) may be installed as an architectural accent material, not greater than ten percent (10%) of the surface area of the exterior building façade.

(3) *Hotel.* With respect to hotel uses, all main building exterior wall construction materials (excluding doors and windows) that are exposed shall be constructed subject to the following:

(i) Not less than seventy-five percent (75%) of the surface area of the exterior building facade shall consist of Masonry Building Materials;

(ii) Metal, composite panel, wood, and cementitious board with a minimum 30-year life warranty, may be used in any combination over an area not greater than twenty-five percent (25%) of the surface area of the exterior building facade; and

(iii) Synthetic stucco (such as exterior finish and insulation system (EFIS)) may be installed as an architectural accent material over an area not to exceed ten percent (10%) of the surface area of the exterior building facade.

(4) *Urban Residential.* With respect to building constructed for Urban Residential uses, all main building exterior wall construction materials(excluding doors and windows) that are exposed shall be subject to the following:

(i) Not less than seventy percent (70%) of the surface area of the exterior building facade shall consist of Masonry Building Materials;

(ii) Not greater than fifteen percent (15%) of the surface area of the exterior building may consist of wood materials;

(iii) Metal and cementitious fiber board (with a minimum 30- year life warranty), may be installed in any combination over an area not greater than fifteen percent (15%) of the surface area of the exterior building facade; and

(iv) Synthetic stucco (such as exterior finish and insulation system (EFIS)) may be installed as an architectural accent material over an area not greater than ten percent (10%) of the surface area of the exterior building facade.

(5) *Townhomes.* With respect to townhome uses, all main building exterior wall construction materials (excluding doors and windows) that are exposed shall be constructed subject to the following:

(i) Not less than seventy percent (70%) of the surface area of the exterior building facade shall consist of Masonry Building Materials, or cementitious fiber board (with a minimum 30-year life warranty);

(ii) Not greater than fifteen percent (15%) of the surface area of the exterior building may consist of wood and metal materials; and

(iii) Synthetic stucco (such as exterior finish and insulation system (EFIS)) may be installed as an architectural accent material over an area not greater than fifteen percent (15%) of the surface area of the exterior building facade.

(b) The exterior facades of buildings constructed in the Central Character District, regardless of use, shall be designed and constructed subject to the following:

(1) Not less than fifty percent (50%) of the non-glazed area of the surface of the exterior building facade may consist of Masonry Building Materials, cast and/or pre-cast concrete, and/or three coat stucco;

(2) Metal panels (including composite metal panels,

corrugated metal panels, flat metal sheet) may be installed on an area not greater than fifty percent (50%) of the non-glazed wall area of the exterior building facade;

(3) Exposed metal structure shall be allowed for an area not to greater than ten percent (10%) of the non-glazed wall area of the exterior building facade;

(4) Composite/cementitious board with a minimum 30-year life warranty may be installed on an area not greater than fifty percent (50%) of non- glazed wall area of the exterior building facade;

(5) Natural wood, consisting only of treated wood, cedar, and/or redwood species may be used as siding or as exposed structure, boards and shingle forms, may be installed on an area not greater than fifty percent (50%) of non-glazed wall area of the exterior building facade; and

(6) Synthetic stucco (such as exterior insulation and finish system - EIFS) may be installed solely as architectural accents over an area not to not greater than ten percent (10%) of the non-glazed exterior wall area of the exterior building facade.

The percentages noted above regarding exterior materials for the Central Character District apply to all buildings within the Central Character District on a cumulative basis. The amounts of each material on an individual building may vary from the percentages indicated. The Company shall maintain a summary tabulation of the exterior wall material amounts and percentages for the Central Character District and submit on an annual basis to the City's Director of Community Development.

(c) Accessory buildings in all character districts shall be constructed of materials that complement the main structure.

(d) In all character districts, rear facades visible from adjoining properties and/or a public right-of-way shall be of a finished quality and consist of colors and materials that blend with the remainder of the building's primary facade(s).

(e) The percentage of building facade materials required herein may be increased by up to ten percent (10%) by approval of the City of Allen Planning and Zoning Commission. No zoning ordinance amendment is required for such approval.

(f) The provisions of this Section of this Agreement shall remain in effect and not be affected by any future change as it relates to exterior building

materials made to the Allen Land Development Code.

2. **Recording**. The Parties agree this First Amendment shall be following the Effective Date.
3. **Counterparts**. This First Amendment may be executed by the Parties 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 a number of copies hereof each signed by less than all, but together signed by all of the Parties.
4. **Agreement Remains Effective**. The Parties acknowledge and agree that the Agreement, as amended by this First Amendment, remains in full force and effective.
5. **Effective Date**. This First Amendment shall be effective when signed by authorized representatives of all of the Parties (the "**Effective Date**").

(Signatures on Following Page)

City's Signature Page

SIGNED AND AGREED this _____ day of _____, 2021.

CITY OF ALLEN, TEXAS

By: _____
Eric Ellwanger, City Manager

ATTEST:

Shelley B. George, TRMC, MMC
City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Acknowledged be me, the undersigned authority, this ____ day of _____, 2021,
by Eric Ellwanger, City Manager of the City of Allen, a Texas home rule municipality, for and on
behalf of said municipality.

Notary Public, State of Texas

AEDC Signature Page

SIGNED AND AGREED this _____ day of _____, 2021.

ALLEN ECONOMIC DEVELOPMENT CORPORATION

By: _____
Daniel Bowman, Executive Director/CEO

STATE OF TEXAS §

§

COUNTY OF DALLAS §

Acknowledged be me, the undersigned authority, this ____ day of _____, 2021,
by Daniel Bowman, Executive Director/CEO of the Allen Economic Development Corporation, a
Texas non-profit corporation, for and on behalf of said corporation.

Notary Public, State of Texas

Company's Signature Page

SIGNED AND AGREED this _____ day of _____, 2021.

THE FARM DEVELOPMENT CO.

By: _____

Robert J. Johnson, Jr., Director

STATE OF TEXAS §

§

COUNTY OF COLLIN §

Acknowledged be me, the undersigned authority, this ____ day of _____, 2021,
by Robert J. Johnson, Jr., Director of The Farm Development Co., a Texas corporation, for and on
behalf of said corporation.

Notary Public, State of Texas

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

September 28, 2021

SUBJECT:

Authorize the City Manager to Execute a One-Year Contract, with the Option for Four (4) One-Year Renewals, with Lawn Star Landscape for Litter Collection Services at Various City Properties and Detailed Overpass/Underpass Maintenance in the Amount of \$209,908.

STAFF RESOURCE:

Kate Meacham, Parks and Recreation Director
Steve Massey, Community Services Director

ACTION PROPOSED:

Authorize the City Manager to Execute a One-Year Contract, with the Option for Four (4) One-Year Renewals, with Lawn Star Landscape for Litter Collection Services at Various City Properties and Detailed Overpass/Underpass Maintenance in the Amount of \$209,908.

BACKGROUND

On August 19, 2021, the Purchasing Division advertised and received bids to provide litter collection services. Three hundred forty-seven (347) vendors were solicited and three (3) responses were received. Staff recommends awarding the contract to the best value bidder, Lawn Star Landscape.

Lawn Star Landscape, LLC, is our current vendor with the previous contract awarded at \$193,545. They have provided good service in maintaining litter collection services and respond to emergencies in a timely manner.

The lowest bidder, GreenList Services, LLC, was deemed non-responsive, as the bidder's services did not meet the City's scope required.

The litter collection services includes the following areas: US 75, Citywide/Regional Parks, Community Parks, Neighborhood Parks, Enhanced Greenbelts, Pocket Parks, Special Use Parks, Right of Ways/Medians/Easements, Municipal Buildings, Undeveloped Properties, Allen USA Celebration, and Athletic Tournaments. All these areas comprise over eight hundred and sixty-five acres.

BUDGETARY IMPACT

The funding for this annual contract for Litter Collection Services is budgeted in the Solid Waste Enterprise Fund.

STAFF RECOMMENDATION

Authorize the City Manager to Execute a One-Year Contract, with the Option for Four (4) One-Year Renewals, with Lawn Star Landscape for Litter Collection Services at Various City Properties and Detailed Overpass/Underpass Maintenance in the Amount of \$209,908.

MOTION

I make a motion to authorize the City Manager to execute a one-year contract, with the option for four (4) one-year renewals, with Lawn Star Landscape for Litter Collection Services at various city properties and Detailed Overpass/Underpass Maintenance in the amount of \$209,908.

ATTACHMENTS:

Agreement

Exhibit A - RFP #2021-6-89 & Vendor Response

Bid Tabulation

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

This Agreement for Annual Services ("Agreement") is made by and between the City of Allen, Texas ("City") and Jeff Rice dba Lawn Star Landscape, a Individual/Sole Proprietor ("Contractor") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

Recitals:

WHEREAS, the City desires to obtain litter collection services from Company in accordance with the bid specifications attached hereto as Exhibit "A" ("Specifications"); and

WHEREAS, Company desires to provide services to City in accordance with its response to Specifications attached hereto as Exhibit "A";

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

The term of this Agreement shall begin on October 01, 2021 (the "Effective Date") and continue until the last day of September 30, 2026, unless earlier terminated as provided herein (the "Initial Term").

City maintains the right to automatically renew this Agreement for up to four additional renewal terms of one years at the City's sole discretion, the first renewal term beginning on October 01, 2022 through September 30, 2023.

Article II
Contract Documents

Every provision of the documents below is incorporated into this Agreement by reference. The documents referenced below are in descending order of precedence. Any conflict between or among any of the documents shall be resolved in favor of the document with higher precedence.

- A. This Agreement;
- B. City's Request for Bid #2021-6-89 ("Specifications"); and
- C. Jeff Rice dba Lawn Star Landscape Response to City's Request for Bid #2021-6-89 ("Response").

Article III Scope of Services

Contractor shall provide the Services specifically set forth in the Specifications, including those requirements in the sample contract to the extent they do not conflict with this Agreement, as contained in Exhibit "A," which is attached hereto and made a part of this Agreement for all purposes.

Article IV Schedule of Work

Contractor agrees to commence Services upon the Effective Date of this Agreement and to complete the required Services in accordance with the schedules and at the times and locations provided by the City as set forth in Exhibit "A," including the Requirements in the sample contract to the extent they do not conflict with this Agreement.

Article V Compensation and Method of Payment

5.1 Charges. City shall compensate Contractor for the Services, including all labor, materials, equipment and supplies as provided in Exhibit "A." The total compensation to Contractor shall not exceed **\$209,908.00 (two hundred nine thousand nine hundred eight dollars and no cents)** during the Initial Term or any renewal term under this Agreement. Contractor shall provide the City with written invoices on a monthly basis describing the work and Services performed as provided in Exhibit "A." Upon approval, City shall compensate Contractor as provided herein and in Exhibit "A" with the payment term being net 30 days after the date the City is delivered a written invoice for Services completed.

Article VI Notice to Proceed

Contractor shall not proceed with any work required under this Agreement without a written Notice to Proceed from City. Any work performed or expenses incurred by Contractor prior to Contractor's receipt of a written Notice to Proceed from City shall be entirely at Contractor's own risk. Work performed and expenses incurred after Contractor has received a written Notice to Proceed from City will be eligible for reimbursement under the terms of this Agreement, subject to an approved task order.

Article VII Suspension of Work

City shall have the right to immediately suspend work by Contractor 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.

Article VIII

Devotion of Time; Personnel; and Equipment

8.1 The 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, the Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City; and without decreasing the effectiveness of the performance of services required under this Agreement.

8.2 To the extent reasonably necessary for the Contractor to perform the services under this Agreement, the 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 services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Contractor.

8.3 The Contractor shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

8.4 Time is and shall be of the essence in the performance of this Agreement as written.

Article IX

Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article X

Termination

This Agreement may be terminated by:

- (a) by mutual written agreement of the parties;
- (b) immediately by City, if Contractor defaults or breaches any of the terms or conditions of this Agreement;
- (c) by either party, upon thirty (30) days prior to written notice. Should Contractor terminate this Agreement under this provision,

Contractor shall further state the reason(s) for termination in its written notice;

- (d) by City, if Company suffers an Event of Bankruptcy or Insolvency; or "Event of Bankruptcy" shall mean the dissolution or termination (other than a dissolution or termination by reason of Company merging with an affiliate of Company) of Company's existence as a going business, insolvency, appointment of receiver for any part of Company's property and such appointment is not terminated within ninety (90) business 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 Company and in the event such proceeding is not voluntarily commenced by the Company, such proceeding is not dismissed within ninety (90) business days after the filing thereof;
- (e) by City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing fiscal year; or

Article XI Insurance

- (a) For coverage requirements, please refer to the table on the following page. All 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; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Contractor shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.
- (b) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.
- (c) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to

commencement of services. On every date of renewal of the required insurance policies, the Contractor shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Contractor shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Contractor by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

Contracts in the Amount of \$0-\$100,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate; or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation to apply
2. Business Auto Liability	\$500,000 combined single limit	Owned, non-owned, and hired vehicles
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Contracts in the Amount of \$100,000-\$1,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: f) Premises/Operations g) Products/Completed Operations h) Independent Contractors i) Personal Liability j) Contractual Liability	\$1,000,000 each occurrence \$2,000,000 general aggregate \$2,000,000 Umbrella/ Excess Liability	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> \$1,000,000 per occurrence 	City to be named as a additional insured

	<ul style="list-style-type: none"> • \$1,000,000 aggregate or; • \$1,000,000 combined single limits 	
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5.a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Contracts in the Amount of \$1,000,000-\$8,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: k) Premises/Operations l) Products/Completed Operations m) Independent Contractors n) Personal Liability o) Contractual Liability	\$2,000,000 each occurrence, \$4,000,000 general aggregate; \$4,000,000 umbrella	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> • \$1,000,000 per occurrence • \$2,000,000 aggregate or; • \$2,000,000 combined single limits 	City to be named as additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

All Contracts over \$8,000,000 must contact Risk Management for insurance specifications. All Certificates of Insurance need to reference job or contract number in comments section.

Article XII Miscellaneous

12.1 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.

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

12.3 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.

12.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

12.5 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

12.6 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 effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

12.7 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 City assumes no responsibility or liabilities to any third party in connection with these actions. All services 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 City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

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

12.9 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:
Eric Ellwanger
City Manager
3rd floor, City Hall
305 Century Parkway
Allen, Texas 75013
Facsimile: 214-509-4118
Telephone: 214-509-4110

with copy to:
Peter G. Smith
Nichols, Jackson, Dillard, Hager
& Smith, L.L.P.
500 N. Akard, 1800 Lincoln Plaza
Dallas, Texas 75201
Facsimile: 214-965-0010

If intended for Contractor:
Jeff Rice dba Lawn Star
Landscape
Jeff Rice
1921 San Carlos Ave.
Allen TX, 75002
Facsimile: 214-417-7156

12.10 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.

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

12.12 Indemnification. Contractor shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages, (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Contractor is legally responsible (hereinafter "Claims"). Contractor is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under

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

12.13 Audits and Records. Contractor agrees that during the term hereof, City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

12.14 Conflicts of Interests. The Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

12.15 Warranty. The Contractor warrants to the City that all labor furnished to perform the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that the work will be performed in a good and workmanlike manner and at least in accordance with industry standards, and that the work will be of good quality, free from faults and defects and in strict conformance with this contract. All work not conforming to these requirements may be considered defective.

12.16 Uniforms. Contractor shall provide and require its employees to wear a uniform that bears the company name, logo, and the employee's name. Uniforms are not to be dirty, stained, or torn. Uniforms shall be worn at all times while on the job. Contractor shall provide and ensure the wearing of protective clothing, masks, eye protection, etc., as required by laws, regulation, ordinances, and/or manufacturer's instruction for material and equipment. All employees of Contractor working on right-of-ways or medians must utilize personal protective equipment such as safety vests to insure their visibility to drivers.

12.17 Warning Devices and Barricades. The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, and other devices as may be necessary or appropriate or required by the City to protect persons or property in, near or adjacent to the jobsite. 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 not be limited to compliance with U.S. Department of Labor-Occupational Safety and Health Administration (OSHA), and U.S. Environmental Protection Agency (EPA) guidelines and regulations. No separate compensation shall be paid to the Contractor for such measures.

12.18 Protection of Utilities. The Contractor shall use best efforts to leave undisturbed and uninterrupted all irrigation systems, utilities, and utility services

provided to the job site or which presently exist at, above, or beneath the location where the work is to be performed. In the event that any irrigation system, utility, or utility service is disturbed or damaged during the progress of the work, the Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense. The Contractor is responsible for an inspection of the site prior to commencing work on site to ensure that no damage is existing or will not occur when maintenance begins. If damage is noted or if probable damage will occur then it is the contractor's responsibility to notify the City of Allen representative so that the City of Allen can take action to correct and document the problem(s). The contractor is responsible for the replacement of all irrigation heads that are damaged by mowing with like equipment approved by the City of Allen.

12.19 PROHIBITION OF BOYCOTT ISRAEL. Company verifies that it does not Boycott Israel and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. Effective September 1, 2019, this section does not apply if the Vendor is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Vendor has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

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

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

(Signature page to follow)

EXECUTED this _____ day of _____, 2021.

CITY OF ALLEN

By: _____
Eric Ellwanger, City Manager

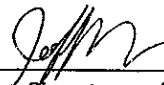
305 Century Parkway
Allen, Texas 75013

ATTEST

Shelley B. George, City Secretary

EXECUTED this _____ day of _____, 2021.

Jeff Rice dba Lawn Star Landscape

By: 
Signature of Authorized Officer

Name: Jeff Rice
Print Name

Title: owner

[ADDRESS]

1921 San Carlos Ave
Allen, TX 75002

EXHIBIT "A"
SPECIFICATIONS AND RESPONSE

1. City's Request for Bid #2021-6-89.
2. Vendor's Response to City's Request for Bid #2021-6-89.

EXHIBIT A



GENERAL INFORMATION

CITY OF ALLEN, TEXAS
BIDS WILL BE ACCEPTED IN THE OFFICE OF THE PURCHASING MANAGER

INVITATION FOR BID
SOLICITATION #2021-6-89
LITTER COLLECTION SERVICES
BID PACKAGES ARE DUE TO THE
PURCHASING DIVISION PRIOR TO:

AUGUST 19, 2021 @ 2:00 P.M.

NO LATE BIDS WILL BE ACCEPTED
ELECTRONIC RESPONSES SUBMITTED THROUGH
IONWAVE E-BID SYSTEM ARE RECOMMENDED
<http://allentx.ionwave.net>

BID PACKAGES
MAY BE DELIVERED OR MAILED TO:

CITY OF ALLEN PURCHASING DIVISION
305 CENTURY PARKWAY
ALLEN, TX 75013

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

Eva Badali, Sr. Buyer, 214-509-4631

COVER SHEET

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SECTION I - NOTICE TO OFFERORS

1.1 INTRODUCTION

Section I provides general information to potential proposers on subjects such as where to submit proposals, number of copies, amendments, proprietary information designation, and other similar administrative elements.

1.2 SUBMISSION OF PROPOSAL

Electronic responses submitted via our online bidding system (<http://allentx.ionwave.net>) are the preferred method of receiving responses for this solicitation. All bids/proposals will be sealed and received by the City of Allen Purchasing Office. Proposals shall be in one envelope clearly marked: Bid Number, Title, and Opening Date on the outside of the envelope containing the bid.

INVITATION FOR BID # 2021-6-89 LITTER COLLECTION SERVICES

Sealed offers are to be submitted to:

City of Allen
Purchasing Department
305 Century Parkway
Allen, TX 75013

**NO LATE OFFERS WILL BE ACCEPTED
FACSIMILE OR EMAILED BIDS WILL NOT BE ACCEPTED**

Bids are due by August 19, 2021 @ 2:00 P.M. Central Time

A teleconference bid opening will be held. To participate, call in to the teleconference by dialing toll number 1-830-476-3317 and use the following dial-in code: 200 086 817#

The City of Allen strongly encourages bidders to submit their response to this bid electronically.

1.3 PRE-CONFERENCE MEETING

A teleconference is scheduled for Tuesday, August 03, 2021 at 10:00 A.M. **To participate, call in to the teleconference by dialing toll number 1-830-476-3317 and use the following dial-in code: 744 614 416 #.** Potential bidders may visit the job sites at their convenience before Pre-bid meeting.

1.4 NUMBER OF COPIES

Bidder shall **either** submit their bid electronically or submit one original set and two (2) copies of proposal documents and one (1) electronic copy on a flash drive. This will greatly facilitate the evaluation process. The proposal shall remain the property of the City of Allen. The original copy shall be unbound and clearly marked **"Original"**.

1.5 PROPOSAL INFORMATION

All questions regarding proposal preparation, the selection process, specifications and interpretations of the terms and conditions of the bid shall be submitted in writing. Any addenda will be issued no later than three (3) calendar days prior to the deadline for submission of offers.

1.6 DISCLOSURE OF RESPONSE

All information submitted in an accepted response shall be retained by the City of Allen for the period specified in the City of Allen's record retention schedule created under Government Code Section 441.180, et sequitur. The information will not be returned to the respondent. The Public Information Act (PIA), Government Code Chapter 552, allows the public to have access to information in the possession of a governmental body through an open records request. Therefore, the respondent shall clearly identify in the response any confidential or proprietary information. Proprietary information identified by the respondent in the response, will be kept confidential by the City of Allen to the extent permitted by state law. The City of Allen merely raises the exception on behalf of the vendor. The City of Allen takes no legal position on disclosure. The City of Allen will use best efforts to give the respondent or the awarded vendor an opportunity to present to the Office of the Attorney General its arguments for non-disclosure of its identified confidential or proprietary information.

DISCLOSURE OF INTERESTED PARTIES

Texas Legislature passed HB 1295 that now requires a government entity receive a Disclosure of Interested Parties (Form 1295) before entering into a contract with a vendor that requires action by the City Council. Form 1295 was created by the Texas Ethics Commission per the direction of the Texas Legislature. The form shall be completed electronically on the Texas Ethics Commission website, <https://www.ethics.state.tx.us>. Once you have electronically completed the form, you shall print the form, sign & notarize the form, then deliver the form to the City of Allen along with the executed contract. This will apply to contracts that will require Council approval, in most situations will be \$50,000 or greater.

1.7 ADDENDUMS/AMENDMENTS

Any interpretations, corrections and/or changes to a bid solicitation or extensions to the opening date will be made by addenda to the respective document when necessary. An addendum will be published and distributed by email to all that are known to have received a copy of the bid and related specifications. However, it shall be the sole responsibility of the bidder to verify issuance/non-issuance of addenda and to check all avenues of document availability prior to opening date and time to ensure bidder's receipt of any addenda issued. No addenda will be issued 3 days prior to bid opening. **The last day for questions will be on Friday, August 06, 2021 at 2:00 PM. The last day for addenda will be on Wednesday, August 11, 2021 at 2:00 PM.** Any addenda issued within 3 working days of the bid opening will automatically delay the bid opening by one week. Bidders will be notified of the new bid opening time and date as determined by the City of Allen Purchasing Department. The offeror is required to acknowledge receipt of any amendments by submitting a signed copy of each amendment issued. Signed copies shall be submitted as part of the signed proposal submittal.

1.8 BID SUBMITTALS

Bids shall be submitted on the forms provided to insure complete uniformity of wording of all bids. Bids may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.

If an emergency or unanticipated event interrupts normal City processes so as to cause postponement of the scheduled bid opening, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal City processes resume or to such other date and time as may be provided by the Procurement Services Office in a written notice to bidders."

1.9 ACCEPTANCE

Any offer received shall be considered an offer, which may be accepted by the City of Allen based on initial submission without discussions or negotiations. By submitting an offer in

response to this solicitation the proposer agrees that any offer it submits may be accepted by the City of Allen at any time within 90 days from the close date.

The City of Allen reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City of Allen. Failure of the proposer to provide in its offer any information requested in the bid may result in rejection for non-responsiveness.

Responsive Bidder/Proposer

A bid or proposal that fully conforms in all material respect to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all its requirements, including all form and substance.

Responsible Bidder/Proposer

A business entity or individual who has the capability and financial and technical capacity to perform the requirements of the solicitation and subsequent contract. Responsible bidders/proposers shall not have been convicted of, or pled guilty to, crimes involving procurement fraud or damage to the environment during the previous five years and shall not currently be included on any list of debarred or suspended business entities or individuals.

1.10 AWARD

The City of Allen intends to make an award using the evaluation criteria and other factors as indicated in this bid/proposal. The award shall be based on the lowest responsible and best-qualified bidder whose evaluation by the City of Allen indicates to be in the best interest of the City and taxpayers.

Bid will be awarded on the basis of "best value". The award to the successful bidder will be determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting the successful bidder:

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

1.11 BID TABULATIONS

Bid tabulations can be accessed through the electronic bidding system. Please allow at least one week after opening date for bids to be tabulated.

1.12 CONTRACT ADMINISTRATION

The City of Allen Parks and Recreation Department together with the Purchasing Department shall be responsible for administration of this purchase for compliance with the interpretation of scope, schedule, billings, requirements, and budget.

1.13 SUBSTANTIVE PROPOSALS

The respondent shall certify (a) that the bid submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) that has not solicited or induced any other person, firm, or corporation from proposing; and (d) that has not sought by collusion to obtain for himself any advantage over any other respondents or over the City of Allen.

The City of Allen may make such investigations as it deems necessary to determine the ability of the bidder to provide satisfactory performance in accordance with bid requirements, and the respondent shall furnish to the City all such information and data for this purpose.

Minimum standards for responsible prospective bidders are as follows:

- Have adequate financial resources, or the ability to obtain such resources
- Be able to comply with the required or proposed schedules and project requirements
- Competitive pricing
- Have a satisfactory record of performance for contracts of similar scope
- Have a satisfactory record of integrity and ethics
- Completeness and thoroughness of bid submittal

1.14 DEFINITIONS

- Bidder refers to submitter.
- Vendor refers to Successful Bidder or Contractor.
- Submittal refers to those documents required to be submitted to the City of Allen, by a bidder.

1.15 INQUIRIES

Questions about this bid shall be in writing and directed to Eva Badali at the following address. Questions resulting in changes to this solicitation will be provided in the form of an amendment to the solicitation.

Eva Badali
Sr. Buyer
305 Century Parkway
Allen, Texas 75013
214-509-4631
ebadali@cityofallen.org

1.16 SCHEDULE OF EVENTS

The upcoming schedule of events is tentative scheduled as follows:

Advertise Requirement	July 22 & 29, 2021
Pre-Conference Meeting	August 03, 2021, 10:00 AM
Deadline for Questions	August 06, 2021, 2:00 PM
Deadline for Addenda	August 11, 2021, 2:00 PM
Bids Due	August 19, 2021, 2:00 PM

SECTION II GENERAL TERMS & CONDITIONS

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

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

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

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

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

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

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

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

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

2.9 In its sole discretion, the City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the

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

2.10 The vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City.

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

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

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

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

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

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

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

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

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

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

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

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

2.23 When offering products other than those bid, the City reserves the right to request a sample/demo of the product for evaluation. In such cases, the bidder shall provide a sample/demo of the product at no charge to the City within three days of the request and shall pick up the product after the evaluation. Failure to provide an evaluation product within the three-day period will disqualify the bidder from further consideration. If the bidder offers a product other than that specified, specifications shall be included in the bid package. Bid responses not listing manufacturer or part numbers in the Mfg./Pt No. section of the bid form will be considered as bidding according to specification, and if awarded, will be required to provide exactly what was specified. Samples should not be enclosed with bid unless requested.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.48 The Davis-Bacon Act, 40 U.S.C. §§ 276-A276A-7, provides that locally prevailing wages and fringe benefits shall be paid to laborers and the mechanics employed on Federally Funded contracts exceeding \$2,000 that may involve construction, alteration, maintenance or repair. The new interim rule clarifies that all Programs or Activities funded by ARRA and meeting the Davis-Bacon criteria will be subject to the requirements under Davis-Bacon. The awarding agency shall include the following provision in issuing grant announcements or requesting applications.

2.48.1 "Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States Code.

2.48.2 Pursuant to reorganization Plan No. 14 and the Copeland Act. 40 U.S.C. 3145, The Department of Labor has issued regulation at 29 CFR Parts 1, 3, and 5

to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-bacon contract clauses found in 29 C.F.R. 5.5(A) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating)”

2.49 Buy American Act See <http://www.whitehouse.gov/> or Buy American Certification for revisions, amendments and more information; Sec 1605. The Contractor shall comply with the Buy American Act. All materials installed shall be in accordance with the Buy American Act. Use of American iron, steel, and manufactured goods. None of the funds appropriated or otherwise made available by this act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

- (A) Subsection (A) shall not apply in any case or category of cases in which the head of the Federal Department or agency involved finds that:
 - a. Applying Subsection (A) would be inconsistent with the public interest.
 - b. Iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quantity; or
 - c. Inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.
- (B) If the head of a Federal Department or agency determines that it is necessary to waive the application of subsection (A) based on a finding under subsection (B), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.
- (C) This section shall be applied in a manner consistent with United States Obligations under International Agreements.

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

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

2.52 Bidders shall be capable of providing criminal background checks on all employees performing services in facilities or on properties that are open to the public.

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

- the purchase price;
- the reputation of the bidder and the bidder's services.
- the quality of the bidder's service.
- the extent to which the bidder's services meet the City's needs.
- the bidder's past business relationship with the City.

2.54 PROHIBITION OF BOYCOTT ISRAEL: Vendor verifies that it does not Boycott Israel and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. Effective September 1, 2019, this section does not apply if the Vendor is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Vendor has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

2.55 STORM WATER MANAGEMENT

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

<http://www.cityofallen.org/933/Storm-Water-Management>

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

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

_____YES _____NO

SECTION III

SPECIFICATIONS

It is the intent of this contract is to provide the City of Allen with the services required for Litter Collection Services. The annual estimated expenditure on this service is \$210,000.00. Services are to be performed on an as-needed basis and are not regularly scheduled.

DURATION OF AGREEMENT

The contract period shall commence upon execution of the contract and continue for a period of one (1) year. The City reserves the right to extend the contract period for four (4) additional one-year periods, with said options to be exercised solely at the City's discretion.

AWARD

This bid will be awarded by entirety to the best value and responsive bidder that meets specifications and is in compliance with required qualification standards. All lines within that group must contain a bid. The City reserves the right to award by the method considered most advantageous to the City whether it be by line, by group or entirety.

The City intends to award the contract to perform both detailed highway overpass/underpass maintenance, right-of-way litter, parks, medians and right-of -way collection to the same Contractor. The City of Allen intends to award this bid to the lowest responsible and responsive Contractor.

INCREASE/DECREASE OF ACREAGE AND/OR VISITS

The City of Allen may increase or decrease the acreage or the number of visits for sites serviced by this contract. The Contractor will be given two weeks' notice (14 days) prior to any change in acreage or the number of visits.

The number of visits listed in this solicitation is an estimate only and shall not be considered a guarantee.

SCOPE OF WORK

1. The City of Allen is seeking bids from qualified Contractors to provide detailed litter collection and overpass/underpass maintenance services. Services shall include:
 - a. Pick up, removal and disposal of all trash and debris from the US 75 R.O.W within the Allen city limits (approximately 86 acres)-To Include all landscape beds and rock beds.
 - b. Pick up, removal and disposal of all trash and debris from the six overpasses/underpasses associated with US 75 within the Allen city limits (approximately 6 acres)
 - c. Pick up, removal and disposal of all trash and debris from all City owned property.
2. It is the desire of the City to contract with a Contractor(s) to perform all the duties and services detailed in the bid document.
3. No deviations will be permitted, unless specifically authorized by the city in writing.

4. Each bidder is required, before submitting their bid, to carefully examine the requirements and specifications and to completely familiarize themselves with all of the terms and conditions that are contained herein.

Litter/Debris Collection and Removal

1. Contractor shall be responsible for picking up and removing any and all trash or debris, such as paper, cans, trash bags, bottles, tires, tire fragments, rocks, and branches up to **four inches** in diameter regardless of length, weight, or quantity that is not intended to be part of the normal landscape. Also, any trash or debris smaller than 1inch x 1inch square contractor not required to remove- (this does not apply to Allen USA Celebration Litter Control).
2. When trash cans are present, the Contractor shall pull trash bags that are 50% or more full and replace with a new trash bag. All bags shall be changed at least once a week. Contractor shall supply bags. Black bags shall be used in cans for trash and clear bags shall be used in cans used for recycling.
3. The Contractor shall notify the Parks Operations Supervisor of the specific location of all extremely large or potentially hazardous items that are not removed.
4. On all properties other than US 75, City streets, R.O.W.'s, and medians, litter and debris are to be collected from ALL AREAS.
5. On US 75, City streets, R.O.W.'s, and medians, litter and debris shall be collected from all grassed areas and road shoulders along the highway, right-of-way, concrete slope paving, brick pavers, and raised medians and islands at overpasses/underpasses, Parks, medians, and municipal facilities (i.e. all hardscape areas outside of the traffic lanes themselves).
6. The price for US 75 shall include all of the Turning Lanes medians that feed into US 75 on the East and West side shall be maintained: At 1280 Montgomery Blvd., Montgomery Blvd, McDermott Drive SW corner, Exchange Parkway-NW, SW, NE, SE turning lanes medians at the end of the turnaround.,1453 Central Expressway(In front of Walmart),Curtis Lane, Cabela Drive, Chelsea Blvd.,1955 Central Expressway,1985 Central Expressway,1995 Central Expressway, Stacy Rd SW and NW turning Lane medians and South of Ridgeview Memorial Park
7. Detailed Cleaning Includes:
 - a. Sweeping and picking-up for disposal all debris on all concrete horizontal and slope paving, sidewalks, and raised medians and islands at, around, and between the trafficked lanes, or beside these intersections.
 - b. Sweeping of debris, dirt, or rocks from these surfaces onto any road surface is prohibited.
 - c. Debris shall be collected in an appropriate container.

Detailed Overpass/Underpass Cleaning

1. The Contractor will clean the underpasses at Bethany Road, McDermott Road, and Stacy Road where US 75 traffic passes on the roadway overhead.
2. The Contractor will clean the overpasses at Allen Drive, Exchange Parkway, and Ridgeview Drive where US 75 traffic passes under the overpass.

3. Detailed cleaning includes:
 - a. Sweeping and picking-up for disposal all debris on all concrete horizontal and slope paving, sidewalks, and raised medians and islands at, around, and between the trafficked lanes, or beside these intersections.
 - b. Sweeping of debris, dirt, or rocks from these surfaces onto any road surface is prohibited.
 - c. Debris shall be collected in an appropriate container for disposal.
 4. This contract does not include sweeping the overpass/underpass shoulders where US 75 traffic "proper" is moving (above Bethany Road, McDermott Road, or Stacy Road; and below Allen Drive, Exchange Parkway, or Ridgeview Drive).
 5. Maintenance of all slope paving along US 75 in the City Limits is required.
- * Contractor shall complete the entire US 75 cleaning within two working days.

Disposal

Contractor shall follow all applicable Federal, State, and Local laws, ordinances, guidelines, rules and regulations.

1. The Contractor may dispose trash and debris in existing dumpsters at City facilities. Dumpsters are located at Ford West Park, Jupiter Ballfields, Allen Station Park, Bethany Lakes Park, Celebration Park, The Edge at Allen Station Park Recreation Hall and Spirit Park. Keeping in mind that certain dumpsters may be designated for certain types of trash. (i.e., construction materials and debris only). The contractor shall not overflow the dumpsters. Community Waste Disposal (CWD) will not empty a dumpster that is overflowing (overflowing is defined as, the top doors will not close properly). The contractor will be asked to pick up any bags that are overflowing the dumpster and take them to another disposal site. If all dumpsters are full, please contact City staff.
2. The Contractor shall furnish trash bags used during collection and trash bags to line trash cans. Clear bags shall be used for recycling containers and black bags shall be used for trash containers.
3. Should contractor elect not to use City receptacles, materials shall be disposed of at a facility licensed by the State of Texas to receive such materials.
4. Disposal of materials in any permanent or temporary trash container not specifically rented to or owned by the Contractor or by the City is a violation of State law and not permitted.
5. The Contractor may elect to rent a container to facilitate disposal that may be situated at the Contractor's expense within the Allen City limits; however, if the container is available to rent from the City's franchised solid waste service provider, the container(s) must be provided by the City's provider. Contractor shall obtain prior approval from Parks Operations Supervisor before exercising this option.

6. The Contractor should be aware that the US 121 Regional Disposal Facility landfill in Melissa that is operated by the North Texas Municipal Water District (NTMWD) may be used for direct disposal at the Contractor's expense. This site's address is 3802 Highway 121 North, Melissa, Texas

BIDDER QUALIFICATION & REFERENCES

Bids are requested only from responsible bidders known to be skilled and regularly engaged in work of similar character and magnitude to that covered in this solicitation, which have adequate personnel and equipment, and who can perform prompt service.

The successful contractor shall supply all required supervision, labor, materials, supplies, devices, and equipment (including transport vehicles and trailers) to perform this contract.

Bidder(s) shall submit their response to the following using the Bidders Qualification Statement found in Exhibit 4 of this solicitation:

1. Bidder shall submit (3) references electronically for similar or larger in scope contracts performing trash/debris removal or grounds maintenance work. Please ensure correct information is provided, as references will be checked.
2. Evidence that the bidder owns or currently leases the major equipment items necessary to perform this work. If the bidder plans to lease or purchase any or all of the required equipment, bidder shall provide evidence satisfactory to the City that includes:
 - a. Name, address, and telephone number of the company from which the equipment is to be leased or purchased
 - b. Statement from each company itemizing the equipment to be leased or purchased, and that the bidder is qualified for leasing or purchasing the equipment specified.
3. Evidence that bidder has adequate staff to perform the contract obligations as specified in this solicitation.

The City reserves the right to conduct an inspection of the bidder/s facility and equipment prior to the award of the agreement.

SPECIAL TERMS AND CONDITIONS

INITIATION OF WORK

1. Work shall not begin until Contractor receives official Notice to Proceed from City.
2. Contractor shall coordinate with the Parks Operations Supervisor on work schedule and notification of completed work schedule.
3. Contractor should continue to work per the schedule as agreed upon with the Parks Operations Supervisor, unless otherwise notified or approved.

Work performed prior to Notice to Proceed or work performed not according to schedule without approval, may result in non-payment for work performed

WORK SCHEDULE & REQUIREMENTS

All work performed under this contract is to be completed per the attached specifications. Any deviations from this schedule shall be arranged in advance with Parks Operations Supervisor.

Work on US 75 or any city street, R.O.W., or median shall be suspended during any intermittent periods of reduced visibility such as during fog or heavy rainfall.

SUPERVISION

1. The Contractor shall provide on-site supervision and appropriate training to ensure competent performance of the work.
2. The Contractor and its supervisors will make sufficient routine inspection to ensure that the work is performed as required by this bid.
3. The Contractor's supervisor shall be capable of providing adequate supervision to accomplish the services, and to communicate with City staff.

INSPECTIONS

1. City staff will conduct random inspections of the areas covered under this bid. Inspections will be conducted to verify satisfactory completion of contract requirements. Inspections will reference the agreed upon schedule between the Contractor and Parks Operations Supervisor.
2. If deficiencies are noted in the work, the Parks Operations Supervisor will notify the Contractor by the next business day.
3. City staff and the Contractor's supervisor or other official of the Contractor may conduct joint inspections of each site, on an as needed basis.

APPEARANCE/UNIFORMS

1. The Contractor's employees shall present a professional appearance at all times. Uniforms shall be worn at all times while on the job. Employee uniforms shall be:
 - a. Appropriate for the work being conducted
 - b. Neat, clean and in good repair
 - c. Clearly identified with the Contractor's:
 - i. Company Name
 - ii. Logo
 - iii. The employee's name
2. Courtesy
 - a. Contractor and employees will be courteous to the public and City staff at all times.
 - b. All conflicts or potential conflicts between performance of the required work and the public should be immediately reported to the Parks Operations Supervisor.

ENVIRONMENTAL, HEALTH & SAFETY COMPLIANCE

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 not be limited to compliance with all U.S. Department of Labor-Occupational Safety and Health Administration (OSHA), and U.S. Environmental Protection Agency (EPA) regulations.

1. All equipment and employees shall have the proper safety equipment, which includes, but is not limited to:
 - a. Hearing and eye protection
 - b. Work gloves
 - c. Warning cones/signage
 - d. Appropriate reflective and brightly colored safety vests and high visibility reflective vest (no less than Class 2) when outside of vehicles in the work area.
 - e. Flashers/strobe lights that are prominently displayed on all vehicles and equipment
2. All equipment and personal protective equipment shall conform to OSHA safety standards.
3. Warning signage and barricading must be used when appropriate to optimally facilitate safety.
4. Proper warning signage alerting drivers of "litter collection ahead" must be posted on the US 75 shoulder and US 75 access roads to clearly alert oncoming traffic to the presence of workers. This applies when working on city streets, R.O.W.'s, and medians as well.
5. When using such warning equipment, it must conform to any applicable Federal or State laws, policies, procedures, or recommendations.
6. When working on US 75, signage should be located so that traffic reaches the location of the sign prior to reaching the location of the maintenance workers.
7. When working on US 75, signage should be "moved ahead" as work progresses so that the maintenance workers are no more than 1 1/2 miles past the point where the signage is displayed; unless OSHA, Federal, or State guidelines require signage to remain closer.
8. When working on city streets, R.O.W.'s, and medians, signage should be located at major intersections controlled by traffic signals at both ends of the segment where workers are present.
9. When working on city streets, R.O.W.'s, and medians, signage should be "moved ahead" as work progresses from one traffic signal controlled intersection to the next; unless OSHA, Federal, or State guidelines require signage to remain closer.

INVOICING

1. The Contractor shall complete and submit detailed, itemized invoices on a monthly basis indicating the location and date service was performed for the work completed. **A valid City of Allen Purchase Order shall be clearly shown on the Invoice.**
 - a. The Contractor may invoice by e-mailed PDF document to Accountspayable@cityofallen.org.
 - b. The City shall have a Contractor's invoice document to initiate payment.
 - c. Invoices are processed Net 30 from the date of the invoice, not from the date the service was provided.

VENDOR CONTACT INFORMATION

1. During the entire term of the agreement, the Contractor shall furnish the Parks Operations Supervisor with the following:
 - a. A working company telephone number
 - b. A valid e-mail address
 - c. A working fax number
 - d. Complete mailing and street addresses
2. The company telephone number shall be answered or capable of taking a message during normal business hours.

3. The Contractor shall return all calls from the City of Allen by the same time the next business day.

INSURANCE

Bidders must submit an insurance document meeting the requirements as stated in Exhibit 1 of this solicitation, or completely fill out the Insurance Requirement Affidavit also in Exhibit 1 of this solicitation.

The awarded Contractor must provide proof of insurance, with City named as additional insured prior to contract award. The Contractor must maintain the specific types and levels of coverage of insurance as specified in the attached insurance requirement page (Exhibit 1 of this solicitation) throughout the entire contract period.

DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, windows and vehicles on or around the work sites. Damage to public or private property shall be the responsibility of the Vendor and shall be repaired or replaced at no additional cost to the City.

CONTRACTOR STATUS

Contractor will operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Allen, and shall control its operations at the work site and be solely responsible for the acts or omissions of its employees

SUB-CONTRACTING

The Contractor may not sell, sublet, subcontract, or otherwise assign any part of its responsibilities to others without the prior consent of the City of Allen.

LIQUIDATED DAMAGES

If the Contractor does not meet the contract specifications, or fails to complete maintenance of an area within the specified time, the Contractor may be assessed one hundred dollars (\$100.00) per day as liquidated damages for incomplete work in the project area until all work is completed.

PERFORMANCE

1. It is the intent of the City to ensure that the Contractor provides a quality level of service. To this end, all complaints will be reported to, and promptly resolved by the Contractor.
2. The Contractor shall have twenty-four (24) hours to resolve any such complaints.
3. The City may at its discretion levy penalties for repeated instances of the contractor failing to complete work according to specifications. Penalties will range from a minimum of \$35.00 up the full per visit cost of the site (whichever is greater). Multiple penalties may be levied on the same site during the same cycle if the contractor continues to fail to bring the site into compliance with the specifications.
 - a. Such infractions shall include, but not be limited to:
 - i. Failure to resolve complaints within twenty-four (24) hour period.
 - ii. Failure to provide safe equipment.
 - iii. Failure to provide required documentation in a timely and accurate manner.
 - iv. Failure to report property damage or personal injury.
 - v. Failure to remove all trash from site (s).
 - vi. Failure to perform scheduled service.
 - vii. Contractor employees not adhering to uniform/protective clothing requirements.
 - viii. Successful bidder will be responsible for advising City staff of delays in service.

- b. For the purpose of this section, the City may deduct any charges from payments due to or payments that may become due to the Contractor.
- c. The City shall notify the Contractor in writing of any action to be taken.
- d. In the event the Contractor wishes to protest an assessment, the Contractor must submit the protest in writing within five (5) days after having received the notice from the City. This document should state in detail the Contractor's claim(s) disputing the assessment. The City will notify the Contractor of any action taken with respect to Contractor's protest.

Probationary Period

- 1. The successful bidder will immediately enter into a three-month probationary period upon award.
- 2. During this time, the bidder's performance will be closely evaluated by City staff.
- 3. In the event that any provisions of the contract are violated by the successful bidder, the City may serve written notice upon such bidder of its intention to terminate the contract.
- 4. The liability of the bidder for any and all such violation (s) shall not be affected by any such termination and his surety, if any shall be forfeited.

Post Probationary Period

- 1. All contract specifications shall be adhered to. Non-compliance with contract/bid specifications will result in a conference with the Park Operations Supervisor and a Purchasing Division Representative to correct the noted deficiencies.
- 2. Non-compliance with the contract/bid specifications that require a second conference may result in termination procedures at the City's option.

SECTION IV SITE DATA

This section provides information on all sites to be serviced by this contract. Information included is a description of the area to be serviced, and special instructions for a specific site, if applicable.

Maps for site locations are provided in Attachment A.

A. US 75

- a. The Contract work area for US 75 is approximately 85 acres and is shown on the attached drawings. Please refer to Attachment A, for map of this area.
- b. When the litter removal area extends past the frontage road to the edge of the right-of-way, this has been reflected on the attached diagrams.
- c. In some areas, the adjoining property is developed. In these cases, the adjoining property owner typically maintains their property litter-free and is usually unnecessary for the Contractor to duplicate this work.
- d. The maps are annotated where the adjoining property owners currently exist.
- e. Maintain all Landscape beds, turf areas, paved shoulders, rock beds and all turning lane medians on the east and west side that feed into US 75.

B. City Wide/Regional Parks

1. Allen Station Historic Dam Greenbelt
 - a. 2.4 acres
 - b. See attached maps.
 - c. Maintain setback on each side of trail to tree line or creek bank. Also maintain all open areas where possible.
 - d. Maintain the switchback to the parking lot on the east side.
 - e. Maintain all of the rock terraces on both sides of the dam.
 - f. Maintain the top of the dam.
2. Allen Station Park
 - a. 34.06 acres
 - b. 300 East Exchange Parkway
 - c. See attached map
 - d. **West side of Cedar Dr.**-Maintain all areas, including medians, south of the Exchange Pkwy. curb on the north side southward to the fence line at The Edge. Includes a 10' setback along the south R.O.W for Exchange Pkwy. from the Cottonwood Creek bridge westward to and including the DART R.O.W and then on the north side of the street from and including the DART R.O.W. eastward to the start of the commercial property maintenance.
 - e. **East side of Cedar Dr.**-Maintain all areas south Station Park Dr. to the bridge on the east side and southward to the southernmost bridge on the south side. Maintain out to the tree line on the hike and bike trail. Maintain hike and bike trail on the east side of The Hydrous Park from southernmost bridge to Cedar Dr.
 - f. Trash recycling to be performed at this park. Clear bags will be used in the recycling containers and black colored bags will be used in the trash containers. The trash and recycling will be put in the appropriate dumpsters.

2. Allen Station Park Ballfields and Perimeter
 - a. 10 acres
 - b. 300 East Exchange Parkway
 - c. Maintain all areas in and around Ballfields.
 - d. Maintain North of Station Park Dr. and East of Cedar to Exchange Parkway and to the bridge on the East side.
 - e. Trash recycling to be performed at this park. Clear bags will be used in the recycling containers and black colored bags will be used in the trash containers. The trash and recycling will be put in the appropriate dumpsters.
 - f. There are 34 trash containers and 25 recycling containers.
 - g. See attached map.
3. Don Rodenbaugh Natatorium
 - a. 6 acres
 - b. 110 Rivercrest Drive
 - c. Maintain the area bounded by Exchange, Rivercrest, Station Park Dr. and the creek
4. The Edge @ Allen Station Park
 - a. 12 acres
 - b. 210 East St. Mary
 - c. Maintain all areas North of St Mary Drive to the outside of the fence line at the north end of the Edge and from the railroad tracks out to Cedar Dr on the East side
5. Allen Senior Recreation Center and Heritage Village
 - a. 11 acres
 - b. 450 and 451 E. St. Mary
 - c. Maintain all areas on St. Mary Dr. east of Cedar to the creeks

C. Community Parks

1. Bethany Lakes Park & North Channel
 - a. 40 acres
 - b. 745 S. Allen Heights Dr.
 - c. Maintain the whole park from curb to curb including the recreation center.
2. Celebration Park
 - a. 100 acres
 - b. 701 Angel Parkway
 - c. Maintain all areas of the park including around soccer fields and baseball fields. Maintain out to Malone Drive on the West side, Angel Parkway on the East side and Clear Springs Dr. on the south side
 - d. Trash Recycling please provide pricing for recycling pickup at this site. There is an estimated 30 trash containers and 30 recycle cans in the general park areas. Clear bags will be used in the recycling containers and black colored bags will be used in the trash containers. The trash and recycling will be put in the appropriate dumpsters.
3. Ford Park East
 - a. 24 acres

- b. 705 Whitman
 - c. Maintain all areas of the park including around all athletic fields. Maintain out to Park Place on the north side and Whitman on West side and Victorian on the east and south sides.
- 4. Ford Park West, Dog Park, Pool, and parking lot
 - a. 28.86 acres
 - b. 632 Park Place
 - c. Maintain all areas of the park including in and around pool, hockey rink and basketball courts The Park stretches from Whitman on the East to Park Place on the North and includes all areas between the AISD property and the greenbelt plus the open space south of the pool between Whitman and the greenbelt.
- 5. Spirit Park
 - a. 50 Acres
 - b. 1151 Ridgeview Drive
 - c. Maintain all areas of the park including out to the edge of the of the wooded areas to the south, the southwest and southeast areas of the park. Also, all the areas inside and outside of the four softball fields and the Cricket field. Maintain from Ridgeview south to wooded areas and to Watters Creek to the west Maintain out to Bray Central to the east.
 - d. It has approximately 23 recyclable containers and 23 litter containers.
Trash Recycling please provide pricing for recycling pickup at this site. There is an estimated 23 recycle cans in the general park areas. Clear bags will be used in the recycling containers and black colored bags will be used in the trash containers. The trash and recycling will be put in the appropriate dumpsters.

D. Neighborhood Parks

- 1. Allenwood Park
 - a. 3.9 acres
 - b. 603, 605, and 205 Keith Dr.
 - c. Maintain from Keith on the south and west to the creek on the north to the private property line on the east.
- 2. Bethany Ridge Park
 - a. 4.6 acres
 - b. 1218 East Bethany
 - c. Maintain to Bethany Rd on the north, Carolyn Ln on the East, 15' south of the cypress trees on the southeast side of the park, to the McDonald's property line and Allen Heights on the southwest side and the creek on the northwest side.
- 3. Bradford Crossing Park
 - a. 4 acres
 - b. 1405 Bradford Trace
 - c. Maintain from Earlham on the north, to Bradford Trace on the east, to Kirkwood on the south, and April Rain on the west.
- 4. Cottonwood Bend Park
 - a. 5 acres
 - b. 630 Meadowbrook --

- c. Maintain to Meadowbrook on the north, to Mountain Side on the east to the center line of the alley on the south and west. Maintain to the shrubs at the southwest corner.
- 5. Country Meadows Park
 - a. 8 acres
 - b. 1511 Home Park Dr.
 - c. Maintain to Home Park on the southeast, to Country Ln on the southwest, to Meadow Park on the northwest, to Live Oak on the north and the property line of the private residence and the center line of the alley on the east.
- 6. Dayspring Nature Preserve Park
 - a. 1.5 acres
 - b. 622 Rainforest Lane
 - c. Maintain to Rainforest Lane on the south, to Winnsboro Ct on the west to the brush line of the greenbelt.
- 7. Dayspring Nature Preserve
 - a. 4.5 acres
 - b. Granger and Comanche
 - c. Maintain from the east end of the HOA parking lot eastward to the brush line on the east side of the hike/bike trail and from the south side of the AISD maintenance drive southward to the brush line.
- 8. Fox Hollow Property
 - a. 4.2 acres
 - b. 1460 Pine Bluff Drive
 - c. Maintain from the private residence's property lines on the south, to Seminole Trail on the west, to Pine Bluff on the north, to Azalea on the east and Summerfield on the southeast.
- 9. Glendover Park
 - a. 10 acres
 - b. 1290 Scottsman Drive
 - c. Maintain from Exchange Pkwy on the south, to Scottsman on the west, to Glendover on the north, to the AISD and Church property lines on the west
- 10. Green Park
 - a. 5 acres
 - b. 1305 Comanche
 - c. Maintain from Alma on the east, to Ann's Way on the south, to the AISD property line on the west and Comanche on the north. Excludes the fire station
- 11. Lost Creek Park
 - a. 5 acres
 - b. 1525 Charleston
 - c. Maintain from Charleston on the south, to Xavier on the west, to Winding Trail on the north, to Woodson on the east.
- 12. Morgan Crossing Park
 - a. 4.66 acres

- b. 1719 Chaparral
 - c. Maintain the property bounded on the north by Shelley Dr., on the east by the pond, on the south by Chaparral Rd., and on the west by Anacostia Ln.
13. Orchards Park
- a. 6 acres
 - b. 1705 Lake Travis
 - c. Maintain the area bounded by Windmill Crossing to the west and I Lake Travis to the south. The center line of the alley to the east the property lines of the private residences on the east and north.
14. Quail Run Park
- a. 5.08 acres
 - b. 920 Pelican Dr.
 - c. Maintain from Pelican on the southeast, to the HOA and private residence property.
15. Reed Park (Park is on E. and W. sides of School)
- a. 9 acres
 - b. 1200 Rivercrest
 - c. Maintain to Allen Heights on the east, Rivercrest on the north, to the center line of the alley on the west, to Timbercreek on the south. Excludes the AISD property, the private residences on Timbercreek, and the greenbelt north of Timbercreek.
16. Ridgeview Crossing Park
- a. 2.3 acres
 - b. 909 New Castle Drive
 - c. Maintain out to the homeowner's property line to the east. Maintain out to Newcastle to the north and west. Maintain to the amenities center to the south and Tillman Drive to the southeast.
17. Spring Meadow Park
- a. 4.73 acres
 - b. 1405 Summerplace
 - c. See attached map.
18. Stacy Ridge Park
- a. 10 acres
 - b. 1900 Country Brook Ln.
 - c. Maintain from Country Brook on the north to the brush line on the south including trail leading to pond
19. Story Park
- a. 10 acres
 - b. 1530 Edelweiss
 - c. Maintain from Edelweiss on the north to Malone on the east, to the center line of the alley on the south to Azalea on the west. Excludes AISD property.
20. Suncreek Park
- a. 14 acres
 - b. 601 Alma
 - c. Maintain the area bounded by Alma on the west to the intersection of Alma and Tatum then southward along the brush line to the pond, then due south to the

wooden deck; follow the brush line along the east and south sides of the park back to Alma.

21. Twin Creeks Park

- a. 8.75 acres
- b. 803 Shallowater Dr.
- c. See attached map

*****NOTE:** Trash will be kept off the tree/vegetation lines.

22. Waterford Park

- a. 2.5 acres
- b. 1225 Hueco Dr.
- c. Maintain all areas bounded by the south property line at 1226 Copano Dr., the creek vegetation line, the south property line at 1227 Palo Duro Dr., and the south curb of Hueco Dr.

i. *****NOTE:** The trash will be kept off the creek vegetation lines.

23. Watters Crossing Park

- a. 8 acres
- b. 1201 Bel Air Dr.
- c. Maintain from Bel Air on the northwest to the center line of the alley on the northeast, to the AISD property line on the east, to Newport on the south and west.

E. Enhanced Greenbelts

1. Bridgewater Crossing Greenbelt Park

- a. 12.27 acres
- b. 1919 Deer Creek Dr.
- c. Maintain all areas of the greenbelt running along the south side of Deer Creek Dr. including all open areas and around the playground from the bridge on the east end to the bridge on the west end and from the curb to the creek vegetation line. The tree/vegetation lines are to be kept in a consistent, neat, and orderly appearance.

2. Cumberland Crossing Park

- a. 4 acres
- b. 1531 Ponds Edge
- c. Maintain from along the trail past the bridges on the north and west. On the south maintain the trail and open space past the bridge until you come to new hike and bike trail

3. Custer Meadows Greenbelt

- a. 2.25 acres
- b. 2002 Glenmere Dr. (north of the Custer Pump Station).
- c. Property includes the large open space west of amenity center, all areas north of the amenity center as well as areas around the playground and the frontage along the Cul de sac.

4. Greenville Heights Park
 - a. 5.6 acres
 - b. 1310 Shelborn
 - c. Maintain from Shelborn on the north, to Allen Heights on the east, to the center of the alley and Fox Trail on the south, to the private residence property line on the west. The storm water detention basin will need to be cleaned on an as needed basis. Brush areas west of the playground are included.
5. Heritage Park
 - a. 2 acres
 - b. 1230 South Aylesbury
 - c. Maintain from the brush line out to the street from a point across the street from the rear property line of 1229 Aylesbury to a point across the street from the property line between 1213 and 1215 Aylesbury.
6. Shadow Lakes Park
 - a. 7 acres
 - b. Allen Heights at Park Place
 - c. Maintain from Allen Heights to the residential property lines on the north.
 - d. Maintain back along the greenbelt to the earthen check dam on the east, to the creek on the southeast.
7. Ridgeview Trail Loop at Star Creek
 - a. 3.8 acres
 - b. 911 Ridgeview Drive
 - c. Maps will be provided. Maintain property on the north and south side of Ridgeview Drive.
8. The Bluffs at Lost Creek
 - a. 5 acres
 - b. 1608 Allen Heights Dr.
 - c. The east side of the greenbelt starts at the southwest corner of the intersection of Stacy Rd. and Lost Creek Dr. From this point southward to the south end of the south stone retaining wall (just north of the amenities center), mow from the curb to the creek vegetation line including all, open areas.
 - d. The west side of the greenbelt begins near the intersection of Lost Creek Dr. and Vista Bend Dr. where the trail forks to the west. Along this section of trail south to the second bridge, maintain a 10' setback on both sides of the trail to include around guardrails where possible.
 - e. South of the second bridge, maintain the area bounded by the creek vegetation line on the north and east, Charleston Dr. on the south, and the split rail fence on the west.
9. The Woods Natural Area
 - e. 4 acres
 - f. Rollins to Alma Drive
 - g. Maintain the open areas between the brush line
 - h. Maintain the area on the north side of Rollins Dr. from the curb to the tree line starting at Alma Dr. and continuing to the trail entry into the greenbelt.

- i. Continuing maintaining the Rollins Dr. R.O.W. from the curb to the tree line westward to Franklin Dr. then north to University Dr. then northeastward to the residential property line.

F. Pocket Parks

1. Hillside Play Area
 - a. .43 acres
 - b. 711 Rolling Ridge
 - c. Maintain from the street to the private residence property lines.
2. Rolling Hills Park and Additional Acreage
 - a. 3.6 acres
 - b. 222 Glenwick
 - c. Maintain from Glenwick on the south, to the US 75 access road on the west, to the private residence property line on the north, to the center line of the alley on the east including the drainage channel.
 - d. Map will be provided.
3. Walden Park
 - a. .39 acres
 - b. 901 Thoreau Dr.
 - c. Maintain park from curb to curb.
4. Windridge Park
 - a..4 acres.
 - b.1015 Cambridge Dr.
 - c. Maintain out to the private residences on the north and east and Cambridge Dr. to the west and Hanover Dr. to the south.

G. Special Use Parks

1. Allen Cemetery
 - a. 14.88 Acres
 - b. 1320 East McDermott
 - c. Maintain all areas of the cemetery from fence to fence to fence to creek
2. Bolin Park
 - a. 11 acres
 - b. 1510 West McDermott
 - c. Maintain all areas around the athletic fields including both sides of the fence lines. Maintain the area bounded by McDermott Dr on the south, the Twin Creeks HOA property line on the north, the pond on the east and the tree line on the west. Includes areas reel mowed by City staff. Maintain along the hike and bike trail going west from the park to the western edge of the wooded area. Maintain a 15'-5' setback depending on the tree line. Maintain the area adjacent to the southwest quadrant of park that is south of the wooded area from the tree line to the curb and from the park to the creek including as needed under the overpass.

NOTE **Trash will be kept off the tree/vegetation lines.

3. Hillside Wellness Park
 - a. 9 acres
 - b. 900 E Main
 - c. see attached map
4. Jupiter Ballfields
 - a. 8 acres
 - b. 500 S. Jupiter
 - c. Maintain all areas of the park. Maintain from brick wall on West side to Jupiter Rd. on the east side. The area west of the enclosed wooden structure will be maintained. Maintain from the brush line on the north of the property line on the south.
5. Twin Creeks Business Park
 - a. 7.2 acres
 - b. 555 Central Expressway North
 - c. Maintain out the commercial property lines to the north, south, west and to the curb at US 75 on the east.

H. Right of Ways/ Medians/Easements

NOTE – CONTRACTOR IS REQUIRED TO KEEP ANY AND ALL BRICK PAVERS DEBRIS FREE!

1. Allen Heights
 - a. 10 acres
 - b. Maintain the medians from the southernmost median south of Bethany Dr. northward to Stacy Rd.
 - c. South of Bethany Dr. maintain the west R.O.W. from the south side of 806 S. Allen Heights Dr. southward to the residential property line.
 - d. Maintain the fence line on the west side of Allen Heights Dr. from Fountain Gate Dr. northward to the south commercial property line at Main St.
 - e. Maintain the fence line on the east side from the north side of Shadow Lakes Park to the south property line of the commercial property at Main St.
 - f. Maintain the parkway median directly across from Timberbend Trail and the parkway median from Mistywood Ln. to Sandy Creek Dr.
2. Allen Drive/St. Mary's Drive
 - a. 5 acres
 - b. See attached map
 - c. Maintain the center median at McDermott Dr. and the traffic circle median at the north end of the street.
 - d. Maintain the R.O.W. on both sides of Allen Dr. and around the traffic circle and pavers on the turning lanes from McDermott Dr. northward to the entrance drive at 430 N Allen Dr. on the east side of the street and the driveway at 407 N Allen on the west side of the street.
 - e. Maintain the vacant lot north of 345 N Allen Dr.
 - f. Maintain the R.O.W on both sides of St. Mary Dr. from the traffic circle to N Ash Dr.
3. Alma Road Medians (North of Exchange)
 - a. 7.29 acres

- b. Maintain all medians from curb to curb. Starting at Exchange and going north to 121 including median on side streets
- 4. Alma Road Medians (South of McDermott)
 - a. 3 acres
 - b. Maintain from the first median south of McDermott to where HOA Maintenance begins
 - c. Maintain the medians from Bel Air Blvd. south to Hedgcoxe.
 - d. Maintain the northeast, northwest, and southwest slopes of the Rowlett Creek bridge.
- 5. Angel Parkway
 - a. 9 acres
 - b. Maintain median curb to curb starting at first median south of Main St and continue on to Stacy Rd.
 - c. Maintain east R.O.W. from Main St north to subdivision.
 - d. Maintain all areas around tunnel and guard rails
- 6. Bethany Road East of US 75
 - a. 12.3 acres
 - b. Maintain all medians curb to curb from US 75 to Angel Parkway and all turning lane medians that feed onto Bethany Rd. East
 - c. Maintain the R.O.W. on the north and south side from Malone Rd. to the intersection of Bethany and Jupiter Rd. This will include the back of curb to a stone/brick fence or private property line whichever is nearest the street. If the R.O.W. is adjacent to a business or vacant land, then the adjacent property owner will maintain it.
 - d. Maintain the parkway median west of Bethany Dr.
The R.O.W. adjacent to the Fox Hollow subdivision is maintained by the HOA. Sections of this R.O.W. may be deleted at a future date, as it is determined that the adjoining property owner is to assume maintenance responsibilities.
- 7. Bethany Rd West of US 75
 - a. 7.71 acres
 - b. Maintain medians from 75 west to Alma.
 - c. Maintain the northern R.O.W. from Watters Rd. west to the rear of the residential lot on the west side of Bel Air. Includes the area from the curb to the residential wooden fence including the bar ditch.
- 8. Burnside R.O.W.
 - a. 2 acres
 - b. Maintain R.O.W along alley behind Burnside and follow it to the North to Glenmere Dr. Maintain out to vegetation line where possible.
- 9. Cedar Dr.
 - a. 1 acre
 - b. Maintain a 10-foot setback on the east and West Side of the roadway from Coats Drive to the medians north of the intersection of St. Mary's Drive and Cedar Drive. The Medians will also be included.

10. Chaparral Rd.
 - a. 6.7 acres
 - b. Maintain the R.O.W. on the north side from the barricade on east end of the street to Spring Creek Dr.
 - c. Maintain the parkway median at Spring Valley Road.
 - d. Maintain the median from bridge going west to Greenville Ave.
 - e. Maintain south row at bridge from Brookridge Ave. east to Allen Heights. Maintain from the HOA tree line down to the curb. Maintain from top of the slope to the creek at Bridge.
11. Custer Road R.O.W.
 - a. .6 acre
 - b. Maintain entryway at Raven Hurst to the limits of the brick wall on the north and south side from wall to curb.
12. Exchange East Medians and R.O.W.
 - a. 10.69 acres
 - b. Maintain the medians from east of Angel Pkwy. Westward to U.S. 75.
 - c. Maintain the R.O.W. along the alley between 1111 Pin Oak Ln. and 1102 Meadow Park Dr.
 - d. Maintain the parkway median between Meadow Park Dr. to Country Ln.
 - e. Maintain the R.O.W. from the intersection of Country Ln. and Exchange Pkwy. to the east property line of 1108 Timberbend Trail.
 - f. Maintain the parkway median from Timberbend Trail to Allen Heights Dr.
 - g. Maintain the south R.O.W from the curb to the fence/property line starting at the west property line at 1000 Exchange Pkwy. and continuing westward to the commercial property line at Greenville Ave.
13. Exchange West Medians and R.O.W.
 - a. 12.98 acres
 - b. Maintain medians from Hwy. 75 west to first bridge west of Bray Central Dr.
 - c. Maintain medians from Twin Creeks Dr. westward and northward to SH121.
 - d. Maintain the north R.O.W with a 20' setback from Rowlett Creek to Ridgeview Dr.
14. Fountain Gate Dr.
 - a. .5 acres
 - b. Maintain R.O.W. on eastside of street from the intersection of Fountain Gate and Allen Heights Dr. north to Main Street.
 - c. Maintain west R.O.W. between Grassy Glenn and Circle Cove.
 - d. Maintain the median north of Main Street and the triangular area at Sycamore Creek Rd.
15. Greenville Avenue
 - a. 8.8 acres
 - b. Maintain the turf in the medians from curb to curb starting at Chaparral Rd. and continuing northward to Stacy Rd. to include turning lane medians.
16. Hedcoxe Median and R.O.W.
 - a. 5 acres
 - b. Maintain the median from Alma Rd. west to Custer Rd.

- c. Maintain the south R.O.W. from Georgetown Dr. to Iola Dr. the length of the brick wall.
 - d. Maintain the north R.O.W. immediately in front of the open field between Longwood Dr. and Duchess Dr.
 - e. Maintain the medians from Alma Road west to Custer Road.
 - f. Maintain the R.O.W. on the north side of the street from mosque to salvage yard.
17. Jupiter Road
- a. 3 acres
 - b. Maintain from the curb to the residential property line starting at the south property line of 601 S. Jupiter Rd. and continuing southward to Rockcrossing Ln.
 - c. On the east side of Jupiter Rd. south of Bethany Dr., maintain from the curb to the property/fence/vegetation line or alley starting at the southern property line of the AISD property continuing southward to the south property line at 600 Freestone Dr.
 - d. Maintain the center medians at East Ridge, Hanover and Ridgemont Drives.
18. Main Street (East of Greenville)
- a. 2.7 acres
 - b. Maintain medians from Highway 5 (Greenville) to Angel Parkway
 - c. Maintain the R.O.W. on the south side from Fountain Gate Dr. to Allen Heights Dr.
 - d. Maintain the R.O.W. on the south side between the east and west alleys of Jasmine Ct and Lily Ct. To include the triangular shaped area around the transformer
 - e. Maintain the east and west sides of the south entry way at Arbor Ridge Dr. to the boundary of the homeowner's lots.
19. Main Street Downtown
- a. 1 acre
 - b. Maintain the brick pavers and grass areas on the north and south side of Main Street going east to the intersection of Main Street and McDermott.
 - c. Maintain the east and west side of Dogwood from Main Street to McDermott Drive.
 - d. Include the triangle shape property bound by Dogwood, Aster and Main Street.
20. Malone R.O.W.
- a. 2 acres
 - b. Maintain west R.O.W. from Rustic Trail north to Wal-Mart Property line and from curb on east side to fence lines of property owners on west side.
21. McDermott Drive
- a. 10.23 acres
 - b. East side:
 - i. Maintain the center median from Hwy 75 to Greenville Avenue, and also from the curb to the fence of the cemetery in front of the cemetery.
 - ii. The triangle area at the intersection of McDermott and Main Street (from the back side of the red tip photinias) will also be part of this area.
 - c. West side:
 - i. Maintain the center median from Hwy 75 to Custer Road. Maintain east and west side of entry at Parkhurst Lane from the fence to the curb.

22. McDermott R.O.W.

- a. 5 acres
- b. South side
 - i. Going west from 75, maintain the area between the bridge at Watters creek and the Veterinarian clinic.
 - ii. Start at the property line west of Suncreek United Methodist Church and go west to the Rowlett Estates property line.
 - iii. Start again west of this development to Custer Hill development property line.
 - iv. Maintain from curb to fence line and all slopes at bridges
- c. North side.
 - i. Start at the west bank of the east fork of Rowlett Creek and maintain the entire area between the two forks from the curb to the toe of the slope including mow able areas under the bridge
 - ii. Start maintenance again at the intersection of Shallowater Dr. and continue westward to Custer Rd. then continue northward along Custer Rd. to first developed property.
 - iii. Maintain from the curb to the fence line, or if no fence, maintain 10' set-back. Maintain to the plow line if adjacent to a plowed field.

23. Park Place Drive

- a. 1 acre
- b. Maintain the center median at Jupiter.
- c. Maintain the South side from Pulitzer Lane to the end of the brick wall.
- d. Maintain north side from Wandering Way to Allen Heights, from fence line to curb.
- e. to property lines.

24. Ridgeview Median

- a. 16.7 acres
- b. Maintain the medians from Custer Rd. east to Chelsea.
- c. Maintain south row from exchange east past bridge to first developed property line.
- d. Maintain down to bottom of slope on both east and west sides of the bridges.
- e. Maintain north row from Alma Dr. to bridge at Spirit Park Maintain a 30' setback.

3. Stacy Medians

- a. 10.2 acres
- b. Maintain medians from 75 to 121.

4. Watters Rd. Cluster

- a. 15 acres
- b. **Watters Rd.**- Maintain medians starting at Bethany Dr. and continue northward past McDermott Dr. to S.H.-121
- c. **Bray Central Dr.**- Maintain medians starting at Watters Rd. and continue northward to Exchange Pkwy. Includes the circular drive at Bossy Boots. The median immediately north of Exchange and the median in front of Beverly Cheatham Elementary.
- d. **Junction Dr** Maintain medians starting at Watters Rd. and continue northward to Raintree Cir. Includes the median on Village Way.
- e. **Raintree Cir.**- Maintain medians from Watters Rd. to Exchange Pkwy. Includes the median on Allen Dr. between Raintree Cir. and Central Expressway
- f. **Bossy Boots Dr.**- Maintain medians from Exchange Pkwy. to Bray Central.

5. Small Medians and Entries

- a. .3 acre
 - i. Roaring Springs – Maintain the median at Main St.
 - ii. Liberty Garden – Rivercrest at Roaring Springs – Maintain the area within the curb.
 - iii. Thoreau at Greenville Avenue – Maintain brick pavers. Maintain the triangular shaped lot west of 600 Thoreau Ln. Maintain out to the curb on the west and north sides and to the back-property line of the lot on the south side.

I. Municipal Buildings

6. Municipal Complex (City Hall, MCPAR, Police, Old AISD Service Center)

- a. 10.5 acres
- b. 305 Century Parkway
- c. Maintain the area bounded by Century, McDermott, and Butler Dr including the Old AISD Service Center and adjacent R.O.W.

7. Allen Heritage Center

- a. .492 acres
- b. 100 E. Main
- c. Maintain the area bounded by Main St., Ash, the north property line of the dry cleaning store and the train tracks.

8. Library

- a. 8.41 acres
- b. 300 N. Allen Drive
- c. Maintain the area bounded by Allen Dr, the north property line of the St. Mary Dr extension, the railroad track and a line running along the south curb of Coats

9. Recreation Hall

- a. 2.23 acres
- b. 105 S. Anna
- c. Maintain the area bounded by McDermott, Anna, Main St., and Allen Dr. excluding the private properties on the northwest corner of the block

10. Animal Shelter

- a. 1.04 acres
- b. 770 S. Allen Heights Drive
- c. Maintain the area bounded by Allen Heights, Bethany, the creek, and the private property on the north

J. Undeveloped Properties-Alternate sites

1. Estevie Property

- c. 48.22 acres
- d. 1680 West Exchange
- e. Maintain the area bounded by Exchange, a line extending due east from the center of the residential lot at 1320 Dalhart Dr., and the creek

2. Molson Farm-R.O.W.

- a. 1.5 acres
- b. 1500 S. Greenville
- c. See Attachment A for Maps
- d. Greenville Ave- Maintain the R.O.W. from the curb to the fence line starting at the Rowlett Creek bridge south of Chaparral Rd. and continue northward to the main entry way at the farm.
- e. Ridgemont Dr - Maintain the south R.O.W. from the pavement edge to the fence/vegetation line starting at the east side of the railroad tracks and continuing eastward to a Greenville Ave. Maintain all areas around the guardrail.

3. Raintree Park

- f. 3.78 acres
- g. #10 Parkside Cr.
- h. Maintain from the property line of the private residence at 500 Rainforest Ln. southward along the brush line to the south property line which is even with the back-property line of #6 Parkside. Maintain from the brush line westward to the street and east property line of #6 Parkside.

4. Central Business District (CBD)

- i. 6 acres
- b. See Attachment A for Maps

5. Bethany/Allen Heights Creek

- j. .73 acres
- k. 1104 East Bethany Dr. and 806 S. Allen Heights Dr.
- l. Maintain from the curbs behind these two buildings out to the creek tree line if possible.

6. Summerfield/Greenbelt area (along Country Brook Lane)

- a. 1.3 acres
- b. See Attachment A for Maps

7. Far East Exchange Drainage area

- a. 2 acres
- b. 1850 E Exchange Parkway
- c. See Attachment A for Maps

K. Allen U.S.A. Celebration Litter Control

The Contractor is to provide litter control for this event consisting of:

- 1. Emptying all trash cans as they become full
- 2. Picking ground litter as needed
- 3. Trash recycling is performed at this event will need to place recycling and trash and compost in appropriate dumpsters
- 4. Transporting trash bags to on site location
- 5. Clean up after event to consist of:
 - a. Emptying all trash cans

- b. Removing all non-stationary trash cans off the turf to a designated area
- c. Patrol surrounding neighborhoods for litter and firework debris
- d. Make sure entire site is litter free after event.
- e. Contractor will provide at least two workers to start at 3:00pm.

General Event Information

- 1. Event Location: Celebration Park, 100 acres, 701 Angel Parkway
- 2. Event starts at 4:00pm and ends at 11:00pm.
- 3. Clean up generally starts between 10:30pm and 11:00pm when patrons have cleared the site.
- 4. Food vendors generate and leave a substantial amount of trash
- 5. Expect to service at least 200 trash cans, poly carts and recyclable containers multiple times throughout the day.

L. Athletic Tournaments

- 1. The Contractor is to provide Litter Control for Athletic Tournaments
 - a. Athletic tournaments are held at various complexes throughout the City.
 - i. Locations of Use:
 - Allen Station Park, Exchange and Cedar
(4 fields) Youth Softball Facility, (5 fields) Youth Baseball Facility
 - Celebration Park, 701 Angel Parkway
(4 fields) Youth Baseball Facility, (15 fields) Youth Soccer Facility
 - Ford Park East, 705 Whitman
(3 fields) Adult Softball Facility
 - Bolin Park, 1510 West McDermott
(2 fields) Youth Baseball Facility, (2 fields) Youth Soccer Facility
 - Spirit Park, 1151 Ridgeview Drive
(4 fields) Adult Softball Facility, (1 field) Cricket Facility
 - b. Tournaments are typically run Friday through Sunday but may last longer or be scheduled on other days of the week.
 - c. Sites will be visited an additional **two** times a day, in conjunction with the normal daily visit. The regularly scheduled litter visit for that park will include all of the park areas including the tournament sites. This visit will not be counted as a tournament visit. Visits will be evenly dispersed during the operating hours of the tournament with the first visit being scheduled prior to the start of the tournament for that day.
 - d. There are an estimated 20-30 tournaments held a year.
 - e. There is a maximum of 10 fields in play for tournaments at any given tournament.
 - f. Pricing for service should be bid on a per facility per day basis.
 - g. The two (2) pavilions by the concession stands at Celebration Park will be included as part of the tournament visit price.

SECTION IV
BID FORM/PRICING

Important Please provide pricing on electronic excel spreadsheet attached to this solicitation in the City of Allen's E-bid (lonwave) system labeled "*Bid Sheet – Litter Collection Services*" Submittal Form Electronic response submitted is highly preferred.



Bid Sheet-Solicitation #2021-6-89 Litter Collection Services

BIDDERS MUST BID ON EACH LINE IN THE GROUP TO BE CONSIDERED FOR AWARD. THE CITY RESERVES THE RIGHT TO AWARD BY LINE, GROUP OR IN TOTAL, WHICHEVER IS MOST ADVANTAGEOUS TO THE CITY

		<i>Vendor Name:</i>	
	UNIT	1YR EST. QTY	UNIT PRICE/EXT PRICE
Group A - US 75 Maintenance			
1	US75 Overpass/Underpass	Visit 26	\$0.00
2	US75 Turnarounds & R.O.W.	Visit 26	\$0.00
GROUP A TOTAL			\$0.00
	UNIT	1YR EST. QTY	UNIT PRICE/EXT PRICE
Group B - City Wide/Regional Parks			
1	Allen Station Historic Dam Greenbelt	Visit 156	\$0.00
2	Allen Station Park	Visit 260	\$0.00
3	Allen Station Park Ballfields and Perimeter	Visit 364	\$0.00
4	Don Rodenbaugh Natatorium	Visit 312	\$0.00
5	The Edge @ Allen Station Park	Visit 364	\$0.00
6	Allen Senior Recreation Center and Heritage Village	Visit 156	\$0.00
GROUP B TOTAL			\$0.00
	UNIT	1YR EST. QTY	UNIT PRICE/EXT PRICE
Group C - Community Parks			
1	Bethany Lakes Park & North Channel	Visit 364	\$0.00
2	Celebration Park	Visit 364	\$0.00
3	Ford Park East	Visit 364	\$0.00
4	Ford Park West, Dog Park, Pool and Parking lot	Visit 260	\$0.00
5	Spirit Park	Visit 364	\$0.00
GROUP C TOTAL			\$0.00
	UNIT	1YR EST. QTY	UNIT PRICE/EXT PRICE
Group D - Neighborhood Parks			
1	Allenwood Park	Visit 156	\$0.00
2	Bethany Ridge Park	Visit 156	\$0.00
3	Bradford Crossing Park	Visit 156	\$0.00
4	Cottonwood Bend Park	Visit 156	\$0.00
5	Country Meadows Park	Visit 156	\$0.00
6	Dayspring Nature Preserve Park	Visit 156	\$0.00
7	Dayspring Nature Preserve	Visit 156	\$0.00
8	Fox Hollow Property	Visit 156	\$0.00
9	Glendover Park	Visit 156	\$0.00
10	Green Park	Visit 156	\$0.00
11	Lost Creek Park	Visit 156	\$0.00
12	Morgan Crossing Park	Visit 156	\$0.00
13	Orchards Park	Visit 156	\$0.00
14	Quail Run Park	Visit 260	\$0.00
15	Reed Park East and West	Visit 260	\$0.00
16	Ridgeview Crossing Park	Visit 156	\$0.00
17	Spring Meadow Park	Visit 156	\$0.00
18	Stacy Ridge park	Visit 156	\$0.00
19	Story Park	Visit 156	\$0.00
20	Suncreek Park	Visit 156	\$0.00
21	Twin Creeks Park	Visit 156	\$0.00
22	Waterford Park	Visit 156	\$0.00
23	Watters Crossing Park	Visit 156	\$0.00
GROUP D TOTAL			\$0.00

BID ENDORSEMENT

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

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

SUBMITTED BY:

(OFFICIAL Firm Name)

By: _____
(Original Signature) **Shall be signed to be considered responsive**

(Typed or Printed Name)

(Title)

(Date)

Remittance

Address: _____

(Zip Code)

Phone #: (____) _____

Fax #: (____) _____

E-Mail Address: _____

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

ADDENDUMS/AMENDMENTS:

- 1) _____ date acknowledged
- 2) _____ date acknowledged
- 3) _____ date acknowledged

SECTION V – EXHIBITS

EXHIBIT 1

CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

- (a) Vendor on City property or public right-of-way for the City of Allen shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage's as required herein or that the subcontractors are included under the contractor's policy.
- (b) All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change 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.
- (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.

User shall during the term hereof maintain in full force and affect the following insurance: The City reserves the right to amend or require addition all types depending on the nature of the work.

Contracts in the Amount of \$0-\$100,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate. or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation to apply
2. Business Auto Liability	\$500,000 combined single limit	Owned, non-owned, and hired vehicles
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Contracts in the Amount of \$100,000-\$1,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: f) Premises/Operations g) Products/Completed Operations h) Independent Contractors i) Personal Liability j) Contractual Liability	\$1,000,000 each occurrence \$2,000,000 general aggregate \$2,000,000 Umbrella/ Excess Liability	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> \$1,000,000 per occurrence \$1,000,000 aggregate or \$1,000,000 combined single limits 	City to be named as a additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5.a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Contracts in the Amount of \$1,000,000-\$8,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: k) Premises/Operations l) Products/Completed Operations m) Independent Contractors n) Personal Liability o) Contractual Liability	\$2,000,000 each occurrence, \$4,000,000 general aggregate \$4,000,000 umbrella	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> \$1,000,000 per occurrence \$2,000,000 aggregate or; \$2,000,000 combined single limits 	City to be named as additional insured

3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

All Contracts over \$8,000,000 shall contact Risk Management for insurance specifications

All Certificates of Insurance need to reference job or contract number in comments section.

Questions regarding insurance should be directed to the City of Allen Purchasing Division (214)509-4630 or the City of Allen Risk Administrator at (214) 509-4685. This form shall be signed and returned with your quotation to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City.

Indemnification.

Company shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages, (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Company, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Company is legally responsible (hereinafter "Claims"). Company is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Company in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Company's obligation to defend City or as a waiver of Company's obligation to indemnify City pursuant to this Contract. Company shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Company fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all costs incurred by City. Neither party shall be liable to the other for special, indirect, consequential or punitive damages for any reason.

City of Allen Project or Bid Number: _____

PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE

WORKERS COMPENSATION INSURANCE COVERAGE DEFINITIONS

A. Definitions:

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entities' employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project had been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in § 406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes person to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meet the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The contractor shall provide a certificate of coverage to the governmental entity with bid submittal.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor shall, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all person providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing service on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing the services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor;
 - (A). a certificate of coverage, prior to the other person beginning work on the project; and
 - (B). a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage

agreements will be filed with the appropriate insurance carrier or , in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal, penalties, civil penalties, or other civil actions.

- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

EXHIBIT 3

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		<p>Date Received</p>
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p align="center">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p align="center">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="right">_____ Date</p>		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

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

Project: _____

Project Description: _____

Owner/Agency: _____

Contact Person: _____ Contract Price: _____

Phone: _____ Email _____

Project: _____

Project Description: _____

Owner/Agency: _____

Contact Person: _____ Contract Price: _____

Phone: _____ Email _____

Project: _____

Project Description: _____

Owner/Agency: _____

Contact Person: _____ Contract Price: _____

Phone: _____ Email _____

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

EXHIBIT 5

"NO BID" RESPONSE

Please denote below the reason for not bidding on the above bid:

EXHIBIT 6
SUPPLEMENTAL INFORMATION

Please provide the following information for contract development:

Is the company a	1	Sole Proprietorship	_____Yes _____No?
	2.	General Partnership	_____Yes _____No
	3.	Limited Partnership	_____Yes _____No
	4.	Corporation	_____Yes _____No
	5.	Other	_____Yes _____No

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

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

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

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

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

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

_____No _____Yes if yes, specify _____MBE _____WBE

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

_____No _____Yes

If yes, specify the governmental agency: _____

Date of certification: _____

EXHIBIT 7
SCHEDULE OF SUBCONTRACTORS

Bidder/Contractor: _____ ☐ Small ☐ WBE ☐ MBE
☐ Non-S/M/WBE

Description: _____ Contract/Solicitation Number _____

Check the applicable: ☐ **Subcontracting/Vendor Opportunities** ☐ **Sole Source** ☐ **Direct Purchase**

NOTE: If contract is a sole source and/or direct purchase, please enter the dollar amount of work to be completed and proceed to the Contractor's Certification, then sign and date this form.

As part of the procedures for the submission of Proposals, all Bidders/Contractors are required to identify **ALL** participating subcontractors/suppliers. Please identify such areas for above project, if applicable. Use additional sheets if necessary.

BUSINESS STATUS					Description of Commodity, Material, or Service	Dollar Amount
Name of company performing work	SM.	MBE	WBE	Non S/M/WBE		
						\$
						\$
						\$
						\$
						\$
						\$
Dollar Amount of Work to be completed by Non-S/M/WBE Subcontractors						\$
Dollar Amount of Work to be completed by S/M/WBE Subcontractors						\$
Total (the total amount shall equal the amount proposed on summary of proposal page)						\$

CONTRACTOR'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the Contract, the certification shall be attached thereto and become a part thereof. Failure to provide accurate information or exercise positive, good faith efforts (as defined by the City's Business Diversity Program) in support of the City's small/minority/women business program good faith efforts.

Name and Title of Signer: _____

Signature: _____ Date: _____

EXHIBIT 8
WORK FORCE COMPOSITION

Name of Firm	Phone Number Email
Address	City Zip
State	
Typed Name & Title of Authorized Executive	

Full Time Employees	Total Number of Employees			White			American Indian			Black			Hispanic	
	Male	Female	%	Male	Female	%	Male	Female	%	Male	Female	%	Male	Female
Admin & Managerial														
Professional														
Technical														
Sales Workers														
Office & Clerical														
Skilled Workers														
Semiskilled Workers														
Unskilled Workers														
Apprentices														
Seasonal, Temp & Part Time														
TOTAL														

WORK FORCE COMPOSITION

Remarks

CONTRACTOR'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof Name and Title of Signer:

(Please print or type)

Signature:

Date: _____

*Please use additional sheets to identify the ethnicity of employees identified in this category.

Allen Historic Dam Greenbelt 1 ArcGIS Web Map



6/17/2021, 10:33:11 AM

Roads (Scale: 9.499K-10)

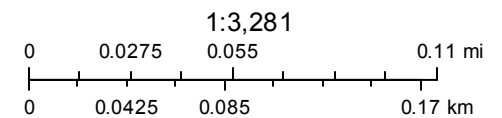
Other
Collector

Service
Ramp
Private

Local
Highway
Major Arterial

Minor Arterial
Tollway
Land Parcels

Red: Band_1
Green: Band_2
Blue: Band_3



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Web AppBuilder for ArcGIS

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Allen Historic Dam Greenbelt 2 ArcGIS Web Map



6/17/2021, 10:37:39 AM

Roads (Scale: 9.499K-10)

Other
Collector

Service
Ramp
Private

Local
Highway
Major Arterial

Minor Arterial
Tollway
Land Parcels

Red: Band_1
Green: Band_2
Blue: Band_3

1:1,640

0 0.0125 0.025 0.05 mi
0 0.02 0.04 0.08 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community |

Web AppBuilder for ArcGIS

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community |

Allen Station Park Ball fields Perimeter



Allen Station Park



CBD



Exchange Pkwy. Far East



Hillside Wellness Park ArcGIS Web Map



6/17/2021, 10:23:19 AM

Roads (Scale: 9.499K-10)

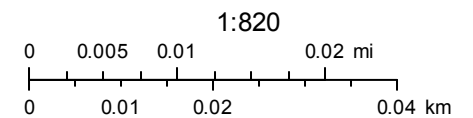
Other
Collector

Service
Ramp
Private

Local
Highway
Major Arterial

Minor Arterial
Tollway
Land Parcels

Red: Band_1
Green: Band_2
Blue: Band_3



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

Web AppBuilder for ArcGIS

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community |

Molson Farm ROW ArcGIS Web Map

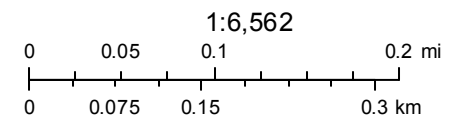


6/17/2021, 9:16:28 AM

Roads (Scale: 9.499K-10)

- Other
- Collector

- | | | |
|---------|----------------|----------------|
| Service | Local | Minor Arterial |
| Ramp | Highway | Tollway |
| Private | Major Arterial | Land Parcels |



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community |

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Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community |

Ridgeview Trail Loop At Starcreek 2 ArcGIS Web Map



6/17/2021, 10:54:21 AM

Roads (Scale: 9.499K-10)

Other
Collector

Service
Ramp
Private

Local
Highway
Major Arterial

Minor Arterial
Tollway
Land Parcels

Red: Band_1
Green: Band_2
Blue: Band_3

1:1,640

0 0.0125 0.025 0.05 mi
0 0.02 0.04 0.08 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community |

Web AppBuilder for ArcGIS

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community |

Ridgeview Trail Loop at Starcreek 1

ArcGIS Web Map



6/17/2021, 11:04:35 AM

Roads (Scale: 9.499K-10)

Other
Collector

Service
Ramp
Private

Local
Highway
Major Arterial

Minor Arterial
Tollway
Land Parcels

Red: Band_1
Green: Band_2
Blue: Band_3

1:3,281

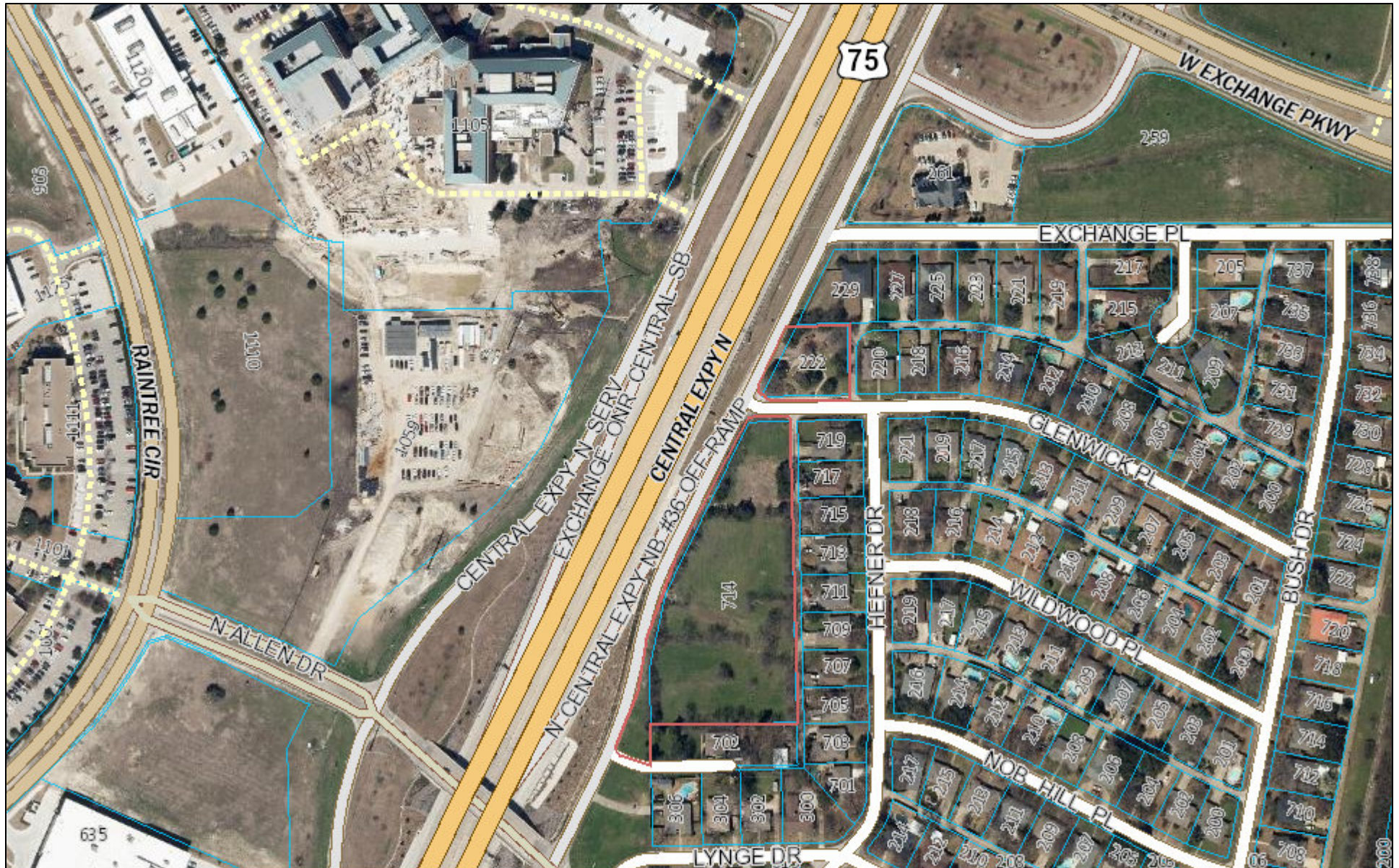
0 0.0275 0.055 0.11 mi
0 0.0425 0.085 0.17 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community |

Web AppBuilder for ArcGIS

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community |

Rolling Hills Park and Additional Acreage ArcGIS Web Map



6/17/2021, 9:23:15 AM

Roads (Scale: 9.499K-10)

Other
Collector

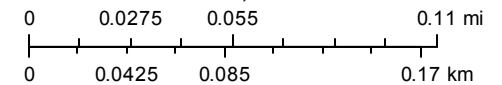
Service
Ramp
Private

Local
Highway
Major Arterial

Minor Arterial
Tollway
Land Parcels

Red: Band_1
Green: Band_2
Blue: Band_3

1:3,281

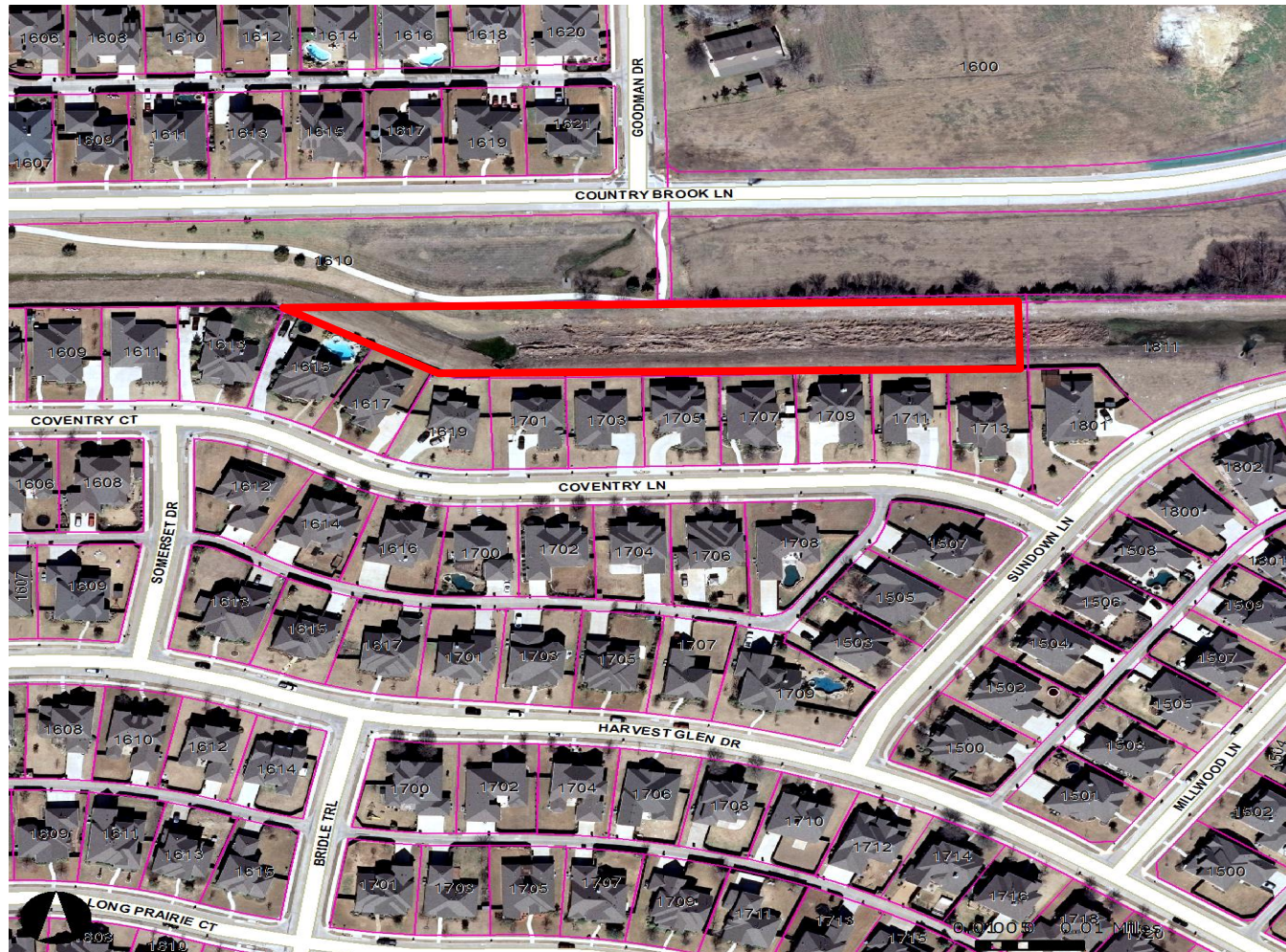


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community |

Web AppBuilder for ArcGIS

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community |

Summerfield Greenbelt

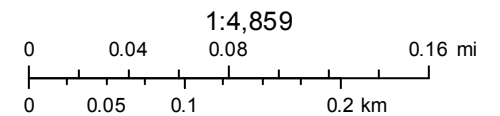


Twin Creeks Park ArcGIS Web Map

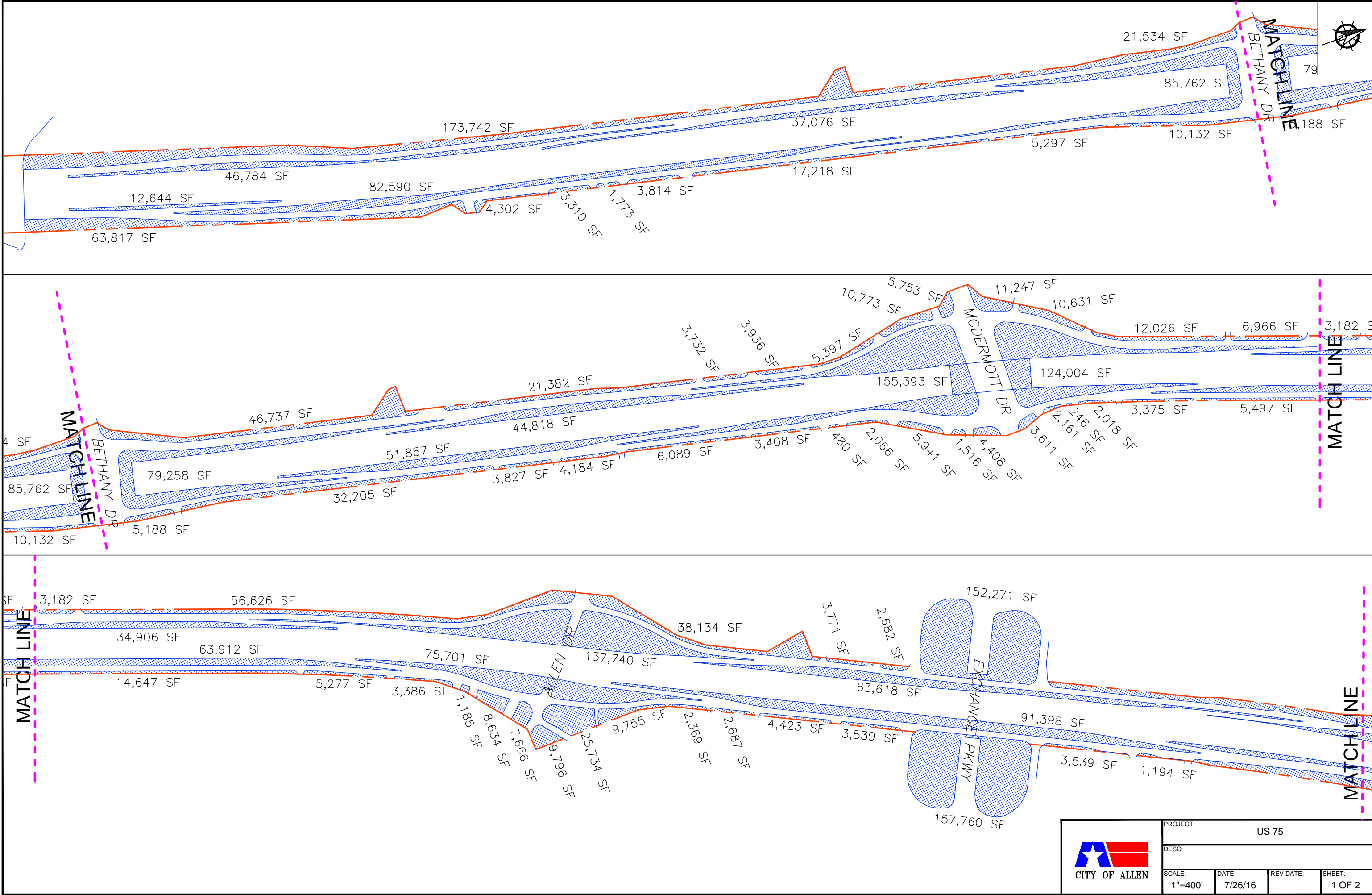


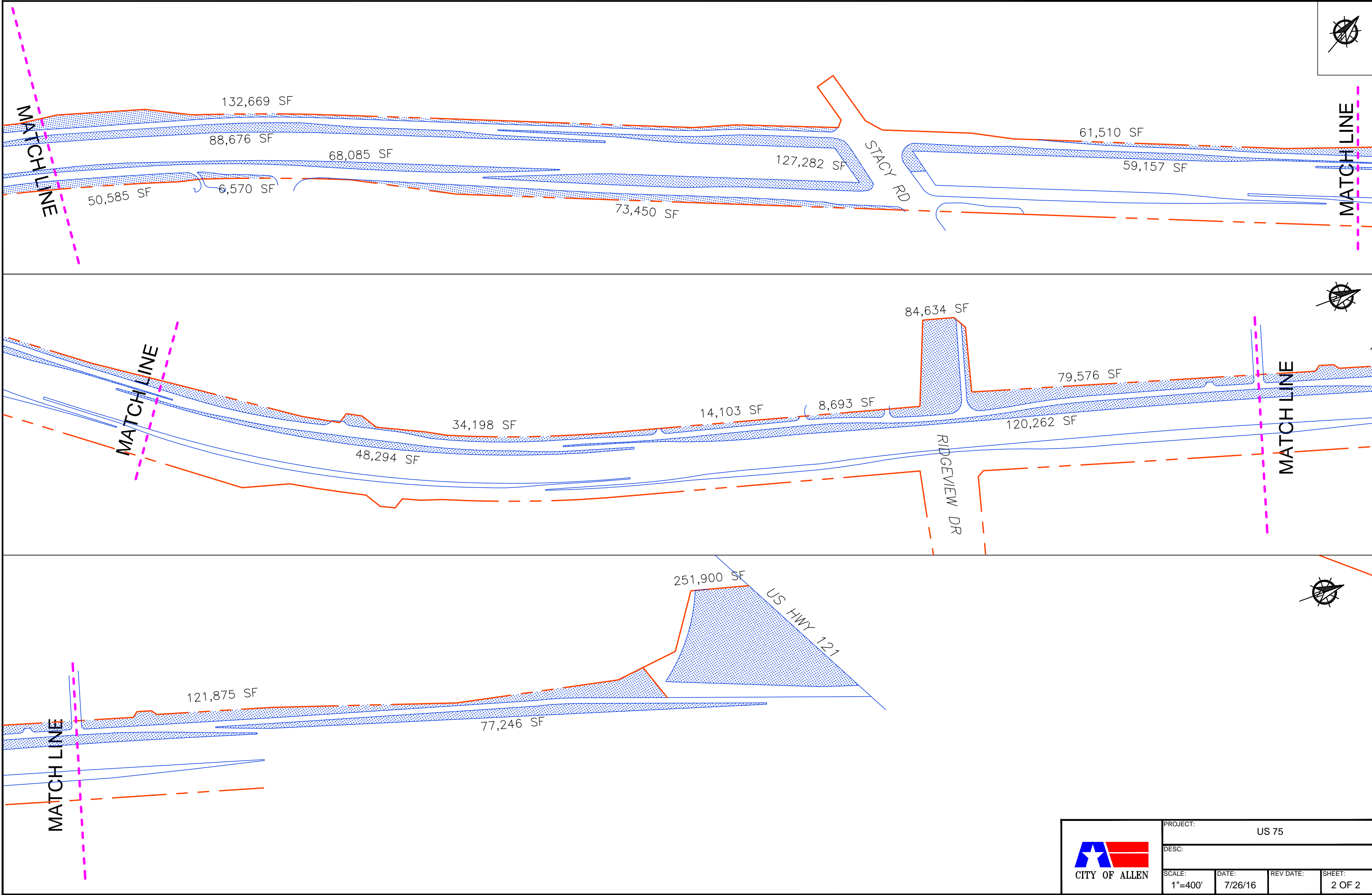
September 28, 2016

- | | | | | | |
|---|-----------|---------|----------------|----------------|---------------|
| + | Railroad | Service | Local | Minor Arterial | Red: Band_1 |
| — | Other | Ramp | Highway | Tollway | Green: Band_2 |
| — | Collector | Private | Major Arterial | Land Parcels | Blue: Band_3 |



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand),







Bid Sheet-Solicitation #2021-6-89 Litter Collection Services

BIDDERS MUST BID ON EACH LINE IN THE GROUP TO BE CONSIDERED FOR AWARD. THE CITY RESERVES THE RIGHT TO AWARD BY LINE, GROUP OR IN TOTAL, WHICHEVER IS MOST ADVANTAGEOUS TO THE CITY

Vendor Name:

		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
Group A - US 75 Maintenance					
1	US75 Overpass/Underpass	Visit	26		\$0.00
2	US75 Turnarounds & R.O.W.	Visit	26		\$0.00
		GROUP A TOTAL			\$0.00
		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
Group B - City Wide/Regional Parks					
1	Allen Station Historic Dam Greenbelt	Visit	156		\$0.00
2	Allen Station Park	Visit	260		\$0.00
3	Allen Station Park Ballfields and Perimeter	Visit	364		\$0.00
4	Don Rodenbaugh Natatorium	Visit	312		\$0.00
5	The Edge @ Allen Station Park	Visit	364		\$0.00
6	Allen Senior Recreation Center and Heritage Village	Visit	156		\$0.00
		GROUP B TOTAL			\$0.00
		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
Group C - Community Parks					
1	Bethany Lakes Park & North Channel	Visit	364		\$0.00
2	Celebration Park	Visit	364		\$0.00
3	Ford Park East	Visit	364		\$0.00
4	Ford Park West, Dog Park, Pool and Parking lot	Visit	260		\$0.00
5	Spirit Park	Visit	364		\$0.00
		GROUP C TOTAL			\$0.00

Group D - Neighborhood Parks		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Allenwood Park	Visit	156		\$0.00
2	Bethany Ridge Park	Visit	156		\$0.00
3	Bradford Crossing Park	Visit	156		\$0.00
4	Cottonwood Bend Park	Visit	156		\$0.00
5	Country Meadows Park	Visit	156		\$0.00
6	Dayspring Nature Preserve Park	Visit	156		\$0.00
7	Dayspring Nature Preserve	Visit	156		\$0.00
8	Fox Hollow Property	Visit	156		\$0.00
9	Glendover Park	Visit	156		\$0.00
10	Green Park	Visit	156		\$0.00
11	Lost Creek Park	Visit	156		\$0.00
12	Morgan Crossing Park	Visit	156		\$0.00
13	Orchards Park	Visit	156		\$0.00
14	Quail Run Park	Visit	156		\$0.00
15	Reed Park East and West	Visit	156		\$0.00
16	Ridgeview Crossing Park	Visit	156		\$0.00
17	Spring Meadow Park	Visit	156		\$0.00
18	Stacy Ridge park	Visit	156		\$0.00
19	Story Park	Visit	156		\$0.00
20	Suncreek Park	Visit	156		\$0.00
21	Twin Creeks Park	Visit	156		\$0.00
22	Waterford Park	Visit	156		\$0.00
23	Watters Crossing Park	Visit	156		\$0.00
		GROUP D TOTAL			\$0.00
Group E - Enhanced Greenbelts		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Bridgewater Crossing Greenbelt Park	Visit	156		\$0.00
2	Cumberland Crossing Park	Visit	156		\$0.00
3	Custer Meadows Greenbelt	Visit	156		\$0.00
4	Greenville Heights Park	Visit	156		\$0.00
5	Heritage Park	Visit	156		\$0.00
6	Shadow Lakes Park	Visit	104		\$0.00
7	Ridgeview Trail Loop at Star Creek	Visit	104		\$0.00
8	The Bluffs at Lost Creek	Visit	104		\$0.00
9	The Woods Natural Area	Visit	156		\$0.00
		GROUP E TOTAL			\$0.00
Group F - Pocket Parks		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Hillside Play Area	Visit	156		\$0.00
2	Rolling Hills Park	Visit	156		\$0.00
3	Walden Park	Visit	156		\$0.00
4	Windridge park	Visit	156		\$0.00
		GROUP F TOTAL			\$0.00
Group G - Special Use Parks		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Allen Cemetery	Visit	52		\$0.00
2	Bolin Park	Visit	260		\$0.00
3	Hillside Wellness Park	Visit	260		\$0.00
4	Jupiter Ballfields	Visit	260		\$0.00
5	Twin Creeks Business Park	Visit	156		\$0.00
		GROUP G TOTAL			\$0.00
Group H - Right of Ways/Medians/Easements		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Allen Heights	Visit	104		\$0.00
2	Allen Drive / St. Mary's Drive	Visit	52		\$0.00
3	Alma Road Medians (North of Exch.)	Visit	104		\$0.00
4	Alma Road Medians (South of McDermott)	Visit	104		\$0.00
5	Angel Parkway	Visit	104		\$0.00
6	Bethany Road East of US 75	Visit	104		\$0.00
7	Bethany Rd West of US 75	Visit	104		\$0.00
8	Burnside R.O.W.	Visit	52		\$0.00
9	Cedar Dr	Visit	52		\$0.00
10	Chaparral Rd	Visit	104		\$0.00
11	Custer Road R.O.W.	Visit	52		\$0.00
12	Exchange East Medians and R.O.W.	Visit	104		\$0.00
13	Exchange West Medians and R.O.W.	Visit	104		\$0.00
14	Fountain Gate Dr	Visit	104		\$0.00
15	Greenville Ave	Visit	104		\$0.00

16	Hedgecoxe Median and R.O.W.	Visit	104		\$0.00
17	Jupiter Road	Visit	104		\$0.00
18	Main Street (East of Greenville)	Visit	104		\$0.00
19	Main Street Downtown	Visit	104		\$0.00
20	Malone R.O.W.	Visit	104		\$0.00
21	McDermott Drive	Visit	104		\$0.00
22	McDermott R.O.W.	Visit	104		\$0.00
23	Park Place Drive	Visit	52		\$0.00
24	Ridgeview Median	Visit	104		\$0.00
25	Stacy Medians	Visit	104		\$0.00
26	Watters Road Cluster	Visit	104		\$0.00
27	Small Medians and Entries	Visit	104		\$0.00
			GROUP H TOTAL		\$0.00
Group I - Municipal Buildings		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Municipal Complex	Visit	260		\$0.00
2	Allen Heritage Center	Visit	104		\$0.00
3	Library	Visit	260		\$0.00
4	Recreation Hall	Visit	104		\$0.00
5	Animal Shelter	Visit	104		\$0.00
			GROUP I TOTAL		\$0.00
Group J - Undeveloped Properties - Alternate Sites		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Estevie Property	Visit	52		\$0.00
2	Molson Farm - R.O.W.	Visit	52		\$0.00
3	Raintree Park	Visit	52		\$0.00
4	Central Business District (CBD)	Visit	104		\$0.00
5	Bethany/Allen Heights Creek	Visit	104		\$0.00
6	Summerfield/Greenbelt area	Visit	52		\$0.00
7	Far East Exchange Drainage area	Visit	52		\$0.00
			GROUP J TOTAL		\$0.00
Group K - Allen USA Celebration		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Allen USA Celebration Litter Control	Visit	1		\$0.00
			GROUP K TOTAL		\$0.00
Group L - Athletic Tournaments Sites		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Allen Station Park – Softball Facility (4) Youth Softball Fields	Visit	46		\$0.00
2	Allen Station Park – Baseball Facility (5) Youth Baseball Fields	Visit	30		\$0.00
3	Celebration Park – Baseball Facility (4) Youth Baseball Fields	Visit	30		\$0.00
4	Celebration Park – Soccer Facility (15) Youth Soccer Fields	Visit	30		\$0.00
5	Ford Park East – Softball Facility (3) Adult Softball fields	Visit	30		\$0.00
6	Bolin Park – Baseball Facility and Soccer Facility (2) Youth Baseball Fields (2) Youth Soccer Fields	Visit	30		\$0.00
7	Spirit Park-Adult Softball and Cricket Facility (4) Adult Softball Fields (1) Cricket Field	Visit	30		\$0.00
			GROUP L TOTAL		\$0.00

Annual Total:	\$0.00
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[illegible]



Date: 8/3/2021
ADDENDUM 1
2021-6-89
Litter Collection Services

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

Action:

- Pre-conference sign-in sheet

PLEASE RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR BID

Signature of Officer

Date



2021-6-89 Addendum 1 Lawn Star Landscape Supplier Response

Event Information

Number: 2021-6-89 Addendum 1
Title: Litter Collection Services
Type: Request For Bid
Issue Date: 7/22/2021
Deadline: 8/19/2021 02:00 PM (CT)
Notes:

GENERAL INFORMATION

CITY OF ALLEN, TEXAS

BIDS WILL BE ACCEPTED IN THE OFFICE OF THE PURCHASING
MANAGER

INVITATION FOR BID

SOLICITATION #2021-6-89

LITTER COLLECTION SERVICES

BID PACKAGES ARE DUE TO THE

PURCHASING DIVISION PRIOR TO:

AUGUST 19, 2021 @ 2:00 P.M.

NO LATE BIDS WILL BE ACCEPTED

**ELECTRONIC RESPONSES SUBMITTED THROUGH
IONWAVE E-BID SYSTEM ARE RECOMMENDED**

<http://allentx.ionwave.net>

BID PACKAGES

MAY BE DELIVERED OR MAILED TO:

CITY OF ALLEN PURCHASING DIVISION

305 CENTURY PARKWAY

ALLEN, TX 75013

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE
CONTACT:

Eva Badali, Sr. Buyer, 214-509-4631

Contact Information

Contact: Eva Badali Sr. Buyer

Address: Purchasing
305 Century Parkway
Allen, TX 75013

Phone: 214 (509) 4631

Email: ebadali@cityofallen.org

Lawn Star Landscape Information

Address: 1921 San Carlos Ave
Allen, TX 75002
Phone: (214) 417-7156

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

Jeff Rice

Signature

Submitted at 8/19/2021 10:02:25 AM

jeff_rice@sbcglobal.net

Email

Requested Attachments

References

20210819_095115.PDF

Addenda Acknowledgement

20210819_095115.PDF

Bid Endorsement Page

20210819_095115.PDF

Response Attachments

20210819_095115.PDF

Documents

Bid Sheet 2021-6-89 - LAWN STAR.xlsx

Bid Sheet

Bid Attributes

1 Instructions

Required forms can be downloaded from the 'attachments' tab of the eBid solicitation. Documents are to be uploaded as part of the bid submittal or offer in the 'response attachments' section. Call the Purchasing Office with any questions or assistance regarding the eBid system.

2 Proof of Insurance

Submit proof of insurance that meets the City's minimum insurance requirements. An insurance certificate naming the City as additional insured is to be furnished upon award by the successful bidder or offerer. A waiver of subrogation must apply to all lines. The Certificate Holder box will read as follows: City of Allen, 305 Century Pkwy, Allen, TX 75013.

☒ COMPLETE (COMPLETE)

3 Bid Endorsement Form

☒ COMPLETE (COMPLETE)

4 Workforce Composition Form

☒ COMPLETE (COMPLETE)

5 Affidavit of No Prohibited Interest Form

☒ COMPLETE (COMPLETE)

6	Conflict of Interest Questionnaire Form <input checked="" type="checkbox"/> COMPLETE (COMPLETE)
7	Schedule of Subcontractors Form <input checked="" type="checkbox"/> COMPLETE (COMPLETE)
8	1295 Form Form must be completed online, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm <input checked="" type="checkbox"/> COMPLETE (COMPLETE)
9	Bidders Qualification Statement <input checked="" type="checkbox"/> Bidders Qualification Statement (Bidders Qualification Statement)
10	Supplemental Information <input checked="" type="checkbox"/> Supplemental Information (Supplemental Information)
11	Addendum The offeror is required to acknowledge receipt of any amendments by submitting a signed copy of each amendment issued. Signed copies must be submitted as part of the signed proposal submittal. <input checked="" type="checkbox"/> Addendum (Addendum)
12	Bid Sheet (Pricing) <input checked="" type="checkbox"/> Bid Sheet (Pricing) (Bid Sheet (Pricing))
13	Section VENDOR REFERENCES
14	References List multiple references and prior experience; preferably with other governmental agencies, in the last 3 – 5 year period; work or services in the same type and size to the project being proposed.
15	Reference 1
16	Reference Name <input type="text" value="Bobby Trevino"/>
17	Reference Company Name <input type="text" value="City of Allen"/>
18	Reference Business Address <input type="text" value="305 Century, Allen"/>
19	Reference Phone Number <input type="text" value="(214) 289-1927"/>
20	Reference Email Address <input type="text" value="btrevino@cityofallen.org"/>

2 1	Reference 2
2 2	Reference Name Michael Darr
2 3	Reference Company Name City of Plano
2 4	Reference Business Address 1520 K Ave, Plano
2 5	Reference Phone Number (972) 951-9803
2 6	Reference Email Address michaeld@plano.gov
2 7	Reference 3
2 8	Reference Name JR Douglas
2 9	Reference Company Name Douglas Properties
3 0	Reference Business Address 2309 K Ave, Plano
3 1	Reference Phone Number (214) 336-3891
3 2	Reference Email Address jr.douglas@yahoo.com



Bid Sheet-Solicitation #2021-6-89 Litter Collection Services

BIDDERS MUST BID ON EACH LINE IN THE GROUP TO BE CONSIDERED FOR AWARD. THE CITY RESERVES THE RIGHT TO AWARD BY LINE, GROUP OR IN TOTAL, WHICHEVER IS MOST ADVANTAGEOUS TO THE CITY

Vendor Name: **LAWN
STAR LANDSCAPE**

		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
Group A - US 75 Maintenance					
1	US75 Overpass/Underpass	Visit	26	\$160.00	\$4,160.00
2	US75 Turnarounds & R.O.W.	Visit	26	\$450.00	\$11,700.00
		GROUP A TOTAL			\$15,860.00
		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
Group B - City Wide/Regional Parks					
1	Allen Station Historic Dam Greenbelt	Visit	156	\$5.00	\$780.00
2	Allen Station Park	Visit	260	\$30.00	\$7,800.00
3	Allen Station Park Ballfields and Perimeter	Visit	364	\$20.00	\$7,280.00
4	Don Rodenbaugh Natatorium	Visit	312	\$7.50	\$2,340.00
5	The Edge @ Allen Station Park	Visit	364	\$12.50	\$4,550.00
6	Allen Senior Recreation Center and Heritage Village	Visit	156	\$11.50	\$1,794.00
		GROUP B TOTAL			\$24,544.00
		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
Group C - Community Parks					
1	Bethany Lakes Park & North Channel	Visit	364	\$35.00	\$12,740.00
2	Celebration Park	Visit	364	\$90.00	\$32,760.00
3	Ford Park East	Visit	364	\$35.00	\$12,740.00
4	Ford Park West, Dog Park, Pool and Parking lot	Visit	260	\$26.00	\$6,760.00
5	Spirit Park	Visit	364	\$45.00	\$16,380.00
		GROUP C TOTAL			\$81,380.00

Group D - Neighborhood Parks		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Allenwood Park	Visit	156	\$6.00	\$936.00
2	Bethany Ridge Park	Visit	156	\$6.50	\$1,014.00
3	Bradford Crossing Park	Visit	156	\$6.00	\$936.00
4	Cottonwood Bend Park	Visit	156	\$7.00	\$1,092.00
5	Country Meadows Park	Visit	156	\$9.00	\$1,404.00
6	Dayspring Nature Preserve Park	Visit	156	\$5.00	\$780.00
7	Dayspring Nature Preserve	Visit	156	\$8.00	\$1,248.00
8	Fox Hollow Property	Visit	156	\$5.00	\$780.00
9	Glendover Park	Visit	156	\$11.00	\$1,716.00
10	Green Park	Visit	156	\$6.50	\$1,014.00
11	Lost Creek Park	Visit	156	\$6.50	\$1,014.00
12	Morgan Crossing Park	Visit	156	\$6.50	\$1,014.00
13	Orchards Park	Visit	156	\$5.00	\$780.00
14	Quail Run Park	Visit	156	\$8.00	\$1,248.00
15	Reed Park East and West	Visit	156	\$10.00	\$1,560.00
16	Ridgeview Crossing Park	Visit	156	\$6.00	\$936.00
17	Spring Meadow Park	Visit	156	\$6.50	\$1,014.00
18	Stacy Ridge park	Visit	156	\$10.50	\$1,638.00
19	Story Park	Visit	156	\$10.50	\$1,638.00
20	Suncreek Park	Visit	156	\$14.00	\$2,184.00
21	Twin Creeks Park	Visit	156	\$9.50	\$1,482.00
22	Waterford Park	Visit	156	\$5.00	\$780.00
23	Watters Crossing Park	Visit	156	\$9.00	\$1,404.00
		GROUP D TOTAL			\$27,612.00
Group E - Enhanced Greenbelts		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Bridgewater Crossing Greenbelt Park	Visit	156	\$12.50	\$1,950.00
2	Cumberland Crossing Park	Visit	156	\$8.00	\$1,248.00
3	Custer Meadows Greenbelt	Visit	156	\$6.00	\$936.00
4	Greenville Heights Park	Visit	156	\$7.00	\$1,092.00
5	Heritage Park	Visit	156	\$5.00	\$780.00
6	Shadow Lakes Park	Visit	104	\$8.50	\$884.00
7	Ridgeview Trail Loop at Star Creek	Visit	104	\$5.00	\$520.00
8	The Bluffs at Lost Creek	Visit	104	\$5.00	\$520.00
9	The Woods Natural Area	Visit	156	\$6.00	\$936.00
		GROUP E TOTAL			\$8,866.00
Group F - Pocket Parks		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Hillside Play Area	Visit	156	\$5.00	\$780.00
2	Rolling Hills Park	Visit	156	\$5.00	\$780.00
3	Walden Park	Visit	156	\$5.00	\$780.00
4	Windridge park	Visit	156	\$5.00	\$780.00
		GROUP F TOTAL			\$3,120.00
Group G - Special Use Parks		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Allen Cemetery	Visit	52	\$15.00	\$780.00
2	Bolin Park	Visit	260	\$12.00	\$3,120.00
3	Hillside Wellness Park	Visit	260	\$10.00	\$2,600.00
4	Jupiter Ballfields	Visit	260	\$9.00	\$2,340.00
5	Twin Creeks Business Park	Visit	156	\$7.50	\$1,170.00
		GROUP G TOTAL			\$10,010.00
Group H - Right of Ways/Medians/Easements		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Allen Heights	Visit	104	\$35.00	\$3,640.00
2	Allen Drive / St. Mary's Drive	Visit	52	\$10.50	\$546.00
3	Alma Road Medians (North of Exch.)	Visit	104	\$14.50	\$1,508.00
4	Alma Road Medians (South of McDermott)	Visit	104	\$7.50	\$780.00
5	Angel Parkway	Visit	104	\$17.00	\$1,768.00
6	Bethany Road East of US 75	Visit	104	\$42.50	\$4,420.00
7	Bethany Rd West of US 75	Visit	104	\$15.00	\$1,560.00
8	Burnside R.O.W.	Visit	52	\$6.00	\$312.00
9	Cedar Dr	Visit	52	\$5.00	\$260.00
10	Chaparral Rd	Visit	104	\$6.00	\$624.00
11	Custer Road R.O.W.	Visit	52	\$5.00	\$260.00
12	Exchange East Medians and R.O.W.	Visit	104	\$38.00	\$3,952.00
13	Exchange West Medians and R.O.W.	Visit	104	\$23.50	\$2,444.00
14	Fountain Gate Dr	Visit	104	\$5.00	\$520.00
15	Greenville Ave	Visit	104	\$31.50	\$3,276.00

16	Hedgecoxe Median and R.O.W.	Visit	104	\$19.00	\$1,976.00
17	Jupiter Road	Visit	104	\$7.50	\$780.00
18	Main Street (East of Greenville)	Visit	104	\$12.50	\$1,300.00
19	Main Street Downtown	Visit	104	\$5.00	\$520.00
20	Malone R.O.W.	Visit	104	\$6.00	\$624.00
21	McDermott Drive	Visit	104	\$36.00	\$3,744.00
22	McDermott R.O.W.	Visit	104	\$11.00	\$1,144.00
23	Park Place Drive	Visit	52	\$5.00	\$260.00
24	Ridgeview Median	Visit	104	\$15.50	\$1,612.00
25	Stacy Medians	Visit	104	\$19.00	\$1,976.00
26	Watters Road Cluster	Visit	104	\$27.00	\$2,808.00
27	Small Medians and Entries	Visit	104	\$5.00	\$520.00
			GROUP H TOTAL		\$43,134.00
Group I - Municipal Buildings		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Municipal Complex	Visit	260	\$8.50	\$2,210.00
2	Allen Heritage Center	Visit	104	\$5.00	\$520.00
3	Library	Visit	260	\$9.50	\$2,470.00
4	Recreation Hall	Visit	104	\$5.00	\$520.00
5	Animal Shelter	Visit	104	\$5.00	\$520.00
			GROUP I TOTAL		\$6,240.00
Group J - Undeveloped Properties - Alternate Sites		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Estevie Property	Visit	52	\$5.00	\$260.00
2	Molson Farm - R.O.W.	Visit	52	\$5.00	\$260.00
3	Raintree Park	Visit	52	\$6.00	\$312.00
4	Central Business District (CBD)	Visit	104	\$7.50	\$780.00
5	Bethany/Allen Heights Creek	Visit	104	\$7.50	\$780.00
6	Summerfield/Greenbelt area	Visit	52	\$5.00	\$260.00
7	Far East Exchange Drainage area	Visit	52	\$5.00	\$260.00
			GROUP J TOTAL		\$2,912.00
Group K - Allen USA Celebration		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Allen USA Celebration Litter Control	Visit	1	\$3,000.00	\$3,000.00
			GROUP K TOTAL		\$3,000.00
Group L - Athletic Tournaments Sites		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE
1	Allen Station Park – Softball Facility (4) Youth Softball Fields	Visit	46	\$20.00	\$920.00
2	Allen Station Park – Baseball Facility (5) Youth Baseball Fields	Visit	30	\$20.00	\$600.00
3	Celebration Park – Baseball Facility (4) Youth Baseball Fields	Visit	30	\$20.00	\$600.00
4	Celebration Park – Soccer Facility (15) Youth Soccer Fields	Visit	30	\$20.00	\$600.00
5	Ford Park East – Softball Facility (3) Adult Softball fields	Visit	30	\$20.00	\$600.00
6	Bolin Park – Baseball Facility and Soccer Facility (2) Youth Baseball Fields (2) Youth Soccer Fields	Visit	30	\$10.00	\$300.00
7	Spirit Park-Adult Softball and Cricket Facility (4) Adult Softball Fields (1) Cricket Field	Visit	30	\$20.00	\$600.00
			GROUP L TOTAL		\$4,220.00

Annual Total:	\$230,898.00
----------------------	---------------------

[illegible]

BID ENDORSEMENT

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

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

SUBMITTED BY:

LAWN STAR LANDSCAPE

(OFFICIAL Firm Name)

By: Jeff Rice

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

Jeff Rice

(Typed or Printed Name)

Owner

(Title)

8/18/21

(Date)

Remittance

Address: 1921 San Carlos

Allen TX

75002

(Zip Code)

Phone #: (214) 417 7156

Fax #: ()

E-Mail Address: jeff.rice@sbcglobal.net

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

ADDENDUMS/AMENDMENTS:

- 1) _____ date acknowledged
- 2) _____ date acknowledged
- 3) _____ date acknowledged

SECTION V – EXHIBITS

EXHIBIT 1

CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

- (a) Vendor on City property or public right-of-way for the City of Allen shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage's as required herein or that the subcontractors are included under the contractor's policy.
- (b) All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change 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.
- (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.

User shall during the term hereof maintain in full force and affect the following insurance: The City reserves the right to amend or require addition all types depending on the nature of the work.

Contracts in the Amount of \$0-\$100,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate. or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation to apply
2. Business Auto Liability	\$500,000 combined single limit	Owned, non-owned, and hired vehicles
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Contracts in the Amount of \$100,000-\$1,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: f) Premises/Operations g) Products/Completed Operations h) Independent Contractors i) Personal Liability j) Contractual Liability	\$1,000,000 each occurrence \$2,000,000 general aggregate \$2,000,000 Umbrella/ Excess Liability	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> \$1,000,000 per occurrence \$1,000,000 aggregate or \$1,000,000 combined single limits 	City to be named as a additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5.a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Contracts in the Amount of \$1,000,000-\$8,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: k) Premises/Operations l) Products/Completed Operations m) Independent Contractors n) Personal Liability o) Contractual Liability	\$2,000,000 each occurrence, \$4,000,000 general aggregate \$4,000,000 umbrella	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> \$1,000,000 per occurrence \$2,000,000 aggregate or; \$2,000,000 combined single limits 	City to be named as additional insured

3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

All Contracts over \$8,000,000 shall contact Risk Management for insurance specifications

All Certificates of Insurance need to reference job or contract number in comments section.

Questions regarding insurance should be directed to the City of Allen Purchasing Division (214)509-4630 or the City of Allen Risk Administrator at (214) 509-4685. This form shall be signed and returned with your quotation to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City.

Indemnification.

Company shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages, (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Company, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Company is legally responsible (hereinafter "Claims"). Company is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Company in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Company's obligation to defend City or as a waiver of Company's obligation to indemnify City pursuant to this Contract. Company shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Company fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all costs incurred by City. Neither party shall be liable to the other for special, indirect, consequential or punitive damages for any reason.

City of Allen Project or Bid Number: 2021-6-89

PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE

WORKERS COMPENSATION INSURANCE COVERAGE DEFINITIONS

A. Definitions:

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entities' employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project had been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in § 406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes person to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meet the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The contractor shall provide a certificate of coverage to the governmental entity with bid submittal.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor shall, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all person providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing service on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing the services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor;
 - (A). a certificate of coverage, prior to the other person beginning work on the project; and
 - (B). a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage

agreements will be filed with the appropriate insurance carrier or , in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal, penalties, civil penalties, or other civil actions.

- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

EXHIBIT 2
AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

LAWN STAR LANDSCAPE

Name of Contractor

By: [Signature]

Signature

KELLY GRIGG

(Print Name)

OWNER

(Title)

STATE OF TEXAS

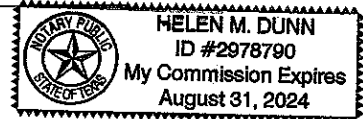
COUNTY OF COLLIN

§

§

SUBSCRIBED AND SWORN TO before me this 19 day of Aug, 2021

Helen M. Dunn
Notary Public, State of Texas



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Lawn Star Landscape
Allen, TX United States

Certificate Number:
2021-792575

Date Filed:
08/19/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Allen

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2021-6-89
Litter Collection

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Jeff Rice, and my date of birth is 10/25/74

My address is 1921 San Carlos (street), Allen (city), TX (state), 75002 (zip code), USA (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Collin County, State of TX, on the 18 day of August, 20 21
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT 3

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> Signature of vendor doing business with the governmental entity </div> <div style="text-align: center;"> <p>- NO CONFLICT</p> Date </div> </div>		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

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

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

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

...
(2) the vendor:

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

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

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

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

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

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

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

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

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

EXHIBIT 4
BIDDERS QUALIFICATION STATEMENT

Project: Bid No. 2021-6-89

Contractor: LAWN STAR LANDSCAPE

Indicate One: ☒ Sole Proprietor ☐ Partnership ☐ Corporation

Name: Jeff Rice Partner: _____

Title: Owner Title: _____

Address: 1921 San Carlos Address: _____

City: Allen City: _____

State & Zip: TX 75002 State & Zip: _____

Phone: 2144177156 Phone: _____

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

Location of Principal Office: 719 N Kentucky, McKinney

Contact and Phone at Principal Office: Same as above

Liability Insurance Provider and Limits of Coverage: FARMERS

Workers compensation Insurance Provider: FARMERS

Address: _____

Contact and Phone: _____

Number of Years in Business as a Contractor on Above Types of Work: 10

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

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

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

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? NO

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

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

Project: Litter Collection Services
Project Description: Litter Collection
Owner/Agency: City of Allen
Contact Person: Bobby Trevino Contract Price: \$220K
Phone: 972-214-2891 Email: btrevino@cityofallen.org

Project: Litter Collection Services
Project Description: Litter Collection
Owner/Agency: City of Plano
Contact Person: Michael Darr Contract Price: \$468K
Phone: 972-951-9803 Email: michaeld@plano.gov

Project: _____
Project Description: _____
Owner/Agency: _____
Contact Person: _____ Contract Price: _____
Phone: _____ Email: _____

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

Capital One Bank

EXHIBIT 5

"NO BID" RESPONSE

Please denote below the reason for not bidding on the above bid:

EXHIBIT 6
SUPPLEMENTAL INFORMATION

Please provide the following information for contract development:

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

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

Jeff Rice 1921 San Carlos Ave, Allen TX Collin

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

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

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

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

Is the company a minority, or woman owned business enterprise?
☒ No ☐ Yes if yes, specify ☐ MBE ☐ WBE

Has the company been certified as a minority/woman owned business by any governmental agency?
☒ No ☐ Yes

If yes, specify the governmental agency: _____

Date of certification: _____

EXHIBIT 7
SCHEDULE OF SUBCONTRACTORS

Bidder/Contractor: _____ ☐ Small ☐ WBE ☐ MBE
☐ Non-S/M/WBE

Description: _____ Contract/Solicitation Number _____

Check the applicable: ☐ Subcontracting/Vendor Opportunities ☐ Sole Source ☐ Direct Purchase

NOTE: If contract is a sole source and/or direct purchase, please enter the dollar amount of work to be completed and proceed to the Contractor's Certification, then sign and date this form.

As part of the procedures for the submission of Proposals, all Bidders/Contractors are required to identify **ALL** participating subcontractors/suppliers. Please identify such areas for above project, if applicable. Use additional sheets if necessary.

Name of company performing work	BUSINESS STATUS				Description of Commodity, Material, or Service	Dollar Amount
	SM.	MBE	WBE	Non S/M/WBE		
NONE						\$
						\$
						\$
						\$
						\$
						\$
Dollar Amount of Work to be completed by Non-S/M/WBE Subcontractors						\$
Dollar Amount of Work to be completed by S/M/WBE Subcontractors						\$
Total (the total amount shall equal the amount proposed on summary of proposal page)						\$

CONTRACTOR'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the Contract, the certification shall be attached thereto and become a part thereof. Failure to provide accurate information or exercise positive, good faith efforts (as defined by the City's Business Diversity Program) in support of the City's small/minority/women business program good faith efforts.


Name and Title of Signer: Jeff Rice owner
 Signature:  Date: 8/18/21

EXHIBIT 8
WORK FORCE COMPOSITION

LAWN STAR LANDSCAPE

Name of Firm

214 417 7156

Phone Number

1921 San Carlos

Address

Allen

Email

TX 75002

City

Zip

State

Jeff Rice - owner

Typed Name & Title of Authorized Executive

Full Time Employees	Total Number of Employees			White			American Indian			Black			Hispanic	
	Male	Female	%	Male	Female	%	Male	Female	%	Male	Female	%	Male	Female
Admin & Managerial	2													
Professional														
Technical														
Sales Workers														
Office & Clerical														
Skilled Workers	30			3									27	1
Semiskilled Workers														
Unskilled Workers														
Apprentices														
Seasonal, Temp & Part Time														
TOTAL														

WORK FORCE COMPOSITION

Remarks

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2021-792575

Date Filed:
08/19/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Lawn Star Landscape
Allen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Allen

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2021-6-89
Litter Collection

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Jeff Rice, and my date of birth is 10/25/74.

My address is 1921 San Carlos, Allen, TX, 75002, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Collin County, State of TX, on the 18 day of August, 20 21.
(month) (year)

Jeff Rice
Signature of authorized agent of contracting business entity
(Declarant)

CONTRACTOR'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof Name and Title of Signer:

Jeff Rice Owner

Signature: Jeff Rice (Please print or type)

Date: 8/18/21

*Please use additional sheets to identify the ethnicity of employees identified in this category.



Bid Tab-Solicitation #2021-6-89 Litter Collection Services

BIDDERS MUST BID ON EACH LINE IN THE GROUP TO BE CONSIDERED FOR AWARD. THE CITY RESERVES THE RIGHT TO AWARD BY LINE, GROUP OR IN TOTAL, WHICHEVER IS MOST ADVANTAGEOUS TO THE CITY

Vendor Name: Good Earth Corp					Vendor Name: GreenList Services		Vendor Name: Lawn Star Landscape			
					UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE		
Group A - US 75 Maintenance										
1	US75 Overpass/Underpass	Visit	26	\$980.00	\$22,880.00	\$14.00	\$364.00	\$160.00	\$4,160.00	
2	US75 Turnarounds & R.O.W.	Visit	26	\$980.00	\$22,880.00	\$14.00	\$364.00	\$450.00	\$11,700.00	
GROUP A TOTAL						\$45,760.00		\$728.00	\$15,860.00	
Group B - City Wide/Regional Parks										
					UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE
1	Allen Station Historic Dam Greenbelt	Visit	156	\$55.00	\$8,580.00	\$13.50	\$2,106.00	\$5.00	\$780.00	
2	Allen Station Park	Visit	260	\$440.00	\$114,400.00	\$14.00	\$3,640.00	\$30.00	\$7,800.00	
3	Allen Station Park Ballfields and Perimeter	Visit	312	\$220.00	\$68,640.00	\$14.00	\$4,368.00	\$20.00	\$6,240.00	
4	Don Rodenbaugh Natatorium	Visit	364	\$110.00	\$40,040.00	\$14.00	\$5,096.00	\$7.50	\$2,730.00	
5	The Edge @ Allen Station Park	Visit	364	\$220.00	\$80,080.00	\$14.00	\$5,096.00	\$12.50	\$4,550.00	
6	Allen Senior Recreation Center and Heritage Village	Visit	156	\$110.00	\$17,160.00	\$13.50	\$2,106.00	\$11.50	\$1,794.00	
GROUP B TOTAL						\$328,900.00		\$22,412.00	\$23,894.00	
Group C - Community Parks										
					UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE
1	Bethany Lakes Park & North Channel	Visit	364	\$110.00	\$40,040.00	\$14.00	\$5,096.00	\$35.00	\$12,740.00	
2	Celebration Park	Visit	364	\$138.00	\$50,232.00	\$14.00	\$5,096.00	\$90.00	\$32,760.00	
3	Ford Park East	Visit	364	\$83.00	\$30,212.00	\$14.00	\$5,096.00	\$35.00	\$12,740.00	
4	Ford Park West, Dog Park, Pool and Parking lot	Visit	260	\$138.00	\$35,880.00	\$14.00	\$3,640.00	\$26.00	\$6,760.00	
5	Spirit Park	Visit	364	\$83.00	\$30,212.00	\$14.00	\$5,096.00	\$45.00	\$16,380.00	
GROUP C TOTAL						\$186,576.00		\$24,024.00	\$81,380.00	

		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE
Group D - Neighborhood Parks									
1	Allenwood Park	Visit	104	\$28.00	\$2,912.00	\$13.50	\$1,404.00	\$6.00	\$624.00
2	Bethany Ridge Park	Visit	104	\$138.00	\$14,352.00	\$13.50	\$1,404.00	\$6.50	\$676.00
3	Bradford Crossing Park	Visit	104		\$2,912.00		\$1,404.00		\$624.00
4	Cottonwood Bend Park	Visit	104	\$28.00	\$2,912.00	\$13.50	\$1,404.00	\$7.00	\$728.00
5	Country Meadows Park	Visit	104	\$28.00	\$2,912.00	\$13.50	\$1,404.00	\$9.00	\$936.00
6	Dayspring Nature Preserve Park	Visit	104	\$110.00	\$11,440.00	\$13.50	\$1,404.00	\$5.00	\$520.00
7	Dayspring Nature Preserve	Visit	156	\$110.00	\$17,160.00	\$13.50	\$2,106.00	\$8.00	\$1,248.00
8	Fox Hollow Property	Visit	52	\$55.00	\$2,860.00	\$13.50	\$702.00	\$5.00	\$260.00
9	Glendover Park	Visit	104	\$28.00	\$2,912.00	\$13.50	\$1,404.00	\$11.00	\$1,144.00
10	Green Park	Visit	156	\$28.00	\$4,368.00	\$13.50	\$2,106.00	\$6.50	\$1,014.00
11	Lost Creek Park	Visit	104	\$42.00	\$4,368.00	\$13.50	\$1,404.00	\$6.50	\$676.00
12	Morgan Crossing Park	Visit	104	\$42.00	\$4,368.00	\$13.50	\$1,404.00	\$6.50	\$676.00
13	Orchards Park	Visit	104	\$28.00	\$2,912.00	\$13.50	\$1,404.00	\$5.00	\$520.00
14	Quail Run Park	Visit	260	\$28.00	\$7,280.00	\$13.50	\$3,510.00	\$8.00	\$2,080.00
15	Reed Park East and West	Visit	104	\$110.00	\$11,440.00	\$13.50	\$1,404.00	\$10.00	\$1,040.00
16	Ridgeview Crossing Park	Visit	104	\$55.00	\$5,720.00	\$13.50	\$1,404.00	\$6.00	\$624.00
17	Spring Meadow Park	Visit	104	\$55.00	\$5,720.00	\$13.50	\$1,404.00	\$6.50	\$676.00
18	Stacy Ridge park	Visit	104	\$28.00	\$2,912.00	\$13.50	\$1,404.00	\$10.50	\$1,092.00
19	Story Park	Visit	104	\$55.00	\$5,720.00	\$13.50	\$1,404.00	\$10.50	\$1,092.00
20	Suncreek Park	Visit	156	\$55.00	\$8,580.00	\$13.50	\$2,106.00	\$14.00	\$2,184.00
21	Twin Creeks Park	Visit	104	\$55.00	\$5,720.00	\$13.50	\$1,404.00	\$9.50	\$988.00
22	Waterford Park	Visit	104	\$55.00	\$5,720.00	\$13.50	\$1,404.00	\$5.00	\$520.00
23	Watters Crossing Park	Visit	156	\$28.00	\$4,368.00	\$13.50	\$2,106.00	\$9.00	\$1,404.00
GROUP D TOTAL					\$139,568.00		\$36,504.00		\$21,346.00
Group E - Enhanced Greenbelts									
1	Bridgewater Crossing Greenbelt Park	Visit	104	\$42.00	\$4,368.00	\$13.50	\$1,404.00	\$12.50	\$1,300.00
2	Cumberland Crossing Park	Visit	104	\$42.00	\$4,368.00	\$13.50	\$1,404.00	\$8.00	\$832.00
3	Custer Meadows Greenbelt	Visit	104	\$55.00	\$5,720.00	\$13.50	\$1,404.00	\$6.00	\$624.00
4	Greenville Heights Park	Visit	104	\$28.00	\$2,912.00	\$13.50	\$1,404.00	\$7.00	\$728.00
5	Heritage Park	Visit	104	\$55.00	\$5,720.00	\$13.50	\$1,404.00	\$5.00	\$520.00
6	Shadow Lakes Park	Visit	104	\$28.00	\$2,912.00	\$13.50	\$1,404.00	\$8.50	\$884.00
7	Ridgeview Trail Loop at Star Creek	Visit	52	\$42.00	\$2,184.00	\$13.50	\$702.00	\$5.00	\$260.00
8	The Bluffs at Lost Creek	Visit	52	\$55.00	\$2,860.00	\$13.50	\$702.00	\$5.00	\$260.00
9	The Woods Natural Area	Visit	104	\$110.00	\$11,440.00	\$13.50	\$1,404.00	\$6.00	\$624.00
GROUP E TOTAL					\$42,484.00		\$11,232.00		\$6,032.00
Group F - Pocket Parks									
1	Hillside Play Area	Visit	52	\$14.00	\$728.00	\$13.50	\$702.00	\$5.00	\$260.00
2	Rolling Hills Park	Visit	52	\$14.00	\$728.00	\$13.50	\$702.00	\$5.00	\$260.00
3	Walden Park	Visit	52	\$14.00	\$728.00	\$13.50	\$702.00	\$5.00	\$260.00
4	Windridge park	Visit	156	\$14.00	\$2,184.00	\$13.50	\$2,106.00	\$5.00	\$780.00
GROUP F TOTAL					\$4,368.00		\$4,212.00		\$1,560.00
Group G - Special Use Parks									
1	Allen Cemetery	Visit	52	\$110.00	\$5,720.00	\$14.00	\$728.00	\$15.00	\$780.00
2	Bolin Park	Visit	260	\$83.00	\$21,580.00	\$14.00	\$3,640.00	\$12.00	\$3,120.00
3	Hillside Wellness Park	Visit	156	\$83.00	\$12,948.00	\$14.00	\$2,184.00	\$10.00	\$1,560.00
4	Jupiter Ballfields	Visit	260	\$83.00	\$21,580.00	\$14.00	\$3,640.00	\$9.00	\$2,340.00
5	Twin Creeks Business Park	Visit	156	\$110.00	\$17,160.00	\$14.00	\$2,184.00	\$7.50	\$1,170.00
GROUP G TOTAL					\$78,988.00		\$12,376.00		\$8,970.00
Group H - Right of Ways/Medians/Easements									
1	Allen Heights	Visit	104	\$42.00	\$4,368.00	\$13.50	\$1,404.00	\$35.00	\$3,640.00
2	Allen Drive / St. Mary's Drive	Visit	52	\$83.00	\$4,316.00	\$13.50	\$702.00	\$10.50	\$546.00
3	Alma Road Medians (North of Exch.)	Visit	52	\$42.00	\$2,184.00	\$13.50	\$702.00	\$14.50	\$754.00
4	Alma Road Medians (South of McDermott)	Visit	52	\$42.00	\$2,184.00	\$13.50	\$702.00	\$7.50	\$390.00
5	Angel Parkway	Visit	52	\$42.00	\$2,184.00	\$13.50	\$702.00	\$17.00	\$884.00
6	Bethany Road East of US 75	Visit	104	\$83.00	\$8,632.00	\$13.50	\$1,404.00	\$42.50	\$4,420.00
7	Bethany Rd West of US 75	Visit	52	\$28.00	\$1,456.00	\$13.50	\$702.00	\$15.00	\$780.00
8	Burnside R.O.W.	Visit	52	\$83.00	\$4,316.00	\$13.50	\$702.00	\$6.00	\$312.00
9	Cedar Dr	Visit	52	\$83.00	\$4,316.00	\$13.50	\$702.00	\$5.00	\$260.00
10	Chaparral Rd.	Visit	104	\$42.00	\$4,368.00	\$13.50	\$1,404.00	\$6.00	\$624.00
11	Custer Road R.O.W.	Visit	52	\$83.00	\$4,316.00	\$13.50	\$702.00	\$5.00	\$260.00
12	Exchange East Medians and R.O.W.	Visit	104	\$55.00	\$5,720.00	\$13.50	\$1,404.00	\$38.00	\$3,952.00
13	Exchange West Medians and R.O.W.	Visit	52	\$55.00	\$2,860.00	\$13.50	\$702.00	\$23.50	\$1,222.00
14	Fountain Gate Dr	Visit	104	\$42.00	\$4,368.00	\$13.50	\$1,404.00	\$5.00	\$520.00
15	Greenville Ave	Visit	104	\$42.00	\$4,368.00	\$13.50	\$1,404.00	\$31.50	\$3,276.00
16	Hedgecoxe Median and R.O.W.	Visit	104	\$55.00	\$5,720.00	\$13.50	\$1,404.00	\$19.00	\$1,976.00
17	Jupiter Road	Visit	52	\$42.00	\$2,184.00	\$13.50	\$702.00	\$7.50	\$390.00
18	Main Street (East of Greenville)	Visit	104	\$42.00	\$4,368.00	\$13.50	\$1,404.00	\$12.50	\$1,300.00
19	Main Street Downtown	Visit	104	\$42.00	\$4,368.00	\$13.50	\$1,404.00	\$5.00	\$520.00
20	Malone R.O.W.	Visit	52	\$55.00	\$2,860.00	\$13.50	\$702.00	\$6.00	\$312.00
21	McDermott Drive	Visit	104	\$42.00	\$4,368.00	\$13.50	\$1,404.00	\$36.00	\$3,744.00
22	McDermott R.O.W.	Visit	52	\$42.00	\$2,184.00	\$13.50	\$702.00	\$11.00	\$572.00
23	Park Place Drive	Visit	52	\$55.00	\$2,860.00	\$13.50	\$702.00	\$5.00	\$260.00
24	Ridgeview Median	Visit	52	\$42.00	\$2,184.00	\$13.50	\$702.00	\$15.50	\$806.00
25	Stacy Medians	Visit	104	\$42.00	\$4,368.00	\$13.50	\$1,404.00	\$19.00	\$1,976.00
26	Watters Road Cluster	Visit	104	\$42.00	\$4,368.00	\$13.50	\$1,404.00	\$27.00	\$2,808.00
27	Small Medians and Entries	Visit	52	\$42.00	\$2,184.00	\$13.50	\$702.00	\$5.00	\$260.00
GROUP H TOTAL					\$101,972.00		\$27,378.00		\$36,764.00
Group I - Municipal Buildings									
1	Municipal Complex	Visit	260	\$165.00	\$42,900.00	\$13.50	\$3,510.00	\$8.50	\$2,210.00
2	Allen Heritage Center	Visit	104	\$55.00	\$5,720.00	\$13.50	\$1,404.00	\$5.00	\$520.00
3	Library	Visit	260	\$28.00	\$7,280.00	\$13.50	\$3,510.00	\$9.50	\$2,470.00
4	Recreation Hall	Visit	104	\$83.00	\$8,632.00	\$13.50	\$1,404.00	\$5.00	\$520.00
5	Animal Shelter	Visit	104	\$28.00	\$2,912.00	\$13.50	\$1,404.00	\$5.00	\$520.00
GROUP I TOTAL					\$67,444.00		\$11,232.00		\$6,240.00
Group J - Undeveloped Properties - Alternate Sites									
1	Estevie Property	Visit	52	\$55.00	\$2,860.00	\$13.00	\$676.00	\$5.00	\$260.00
2	Molson Farm - R.O.W.	Visit	52	\$110.00	\$5,720.00	\$13.00	\$676.00	\$5.00	\$260.00
3	Raintree Park	Visit	52	\$83.00	\$4,316.00	\$13.00	\$676.00	\$6.00	\$312.00
4	Central Business District (CBD)	Visit	104	\$55.00	\$5,720.00	\$13.00	\$1,352.00	\$7.50	\$780.00
5	Bethany/Allen Heights Creek	Visit	52	\$55.00	\$2,860.00	\$13.00	\$676.00	\$7.50	\$390.00
6	Summerfield/Greenbelt area	Visit	52	\$83.00	\$4,316.00	\$13.00	\$676.00	\$5.00	\$260.00
7	Far East Exchange Drainage area	Visit	52	\$138.00	\$7,176.00	\$13.00	\$676.00	\$5.00	\$260.00

		GROUP J TOTAL		\$32,968.00	\$5,408.00		\$2,522.00		
Group K - Allen USA Celebration		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE
1	Allen USA Celebration Litter Control	Visit	1	\$3,520.00	\$3,520.00	\$13.50	\$13.50	\$3,000.00	\$3,000.00
		GROUP K TOTAL		\$3,520.00		\$13.50		\$3,000.00	
Group L - Athletic Tournaments Sites		UNIT	1 YR EST. QTY	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE
1	Allen Station Park – Softball Facility (4) Youth Softball Fields	Visit	18	\$220.00	\$3,960.00	\$13.50	\$243.00	\$20.00	\$360.00
2	Allen Station Park – Baseball Facility (5) Youth Baseball Fields	Visit	18	\$220.00	\$3,960.00	\$13.50	\$243.00	\$20.00	\$360.00
3	Celebration Park – Baseball Facility (4) Youth Baseball Fields	Visit	18	\$220.00	\$3,960.00	\$13.50	\$243.00	\$20.00	\$360.00
4	Celebration Park – Soccer Facility (15) Youth Soccer Fields	Visit	18	\$220.00	\$3,960.00	\$13.50	\$243.00	\$20.00	\$360.00
5	Ford Park East – Softball Facility (3) Adult Softball fields	Visit	18	\$220.00	\$3,960.00	\$13.50	\$243.00	\$20.00	\$360.00
6	Bolin Park – Baseball Facility and Soccer Facility (2) Youth Baseball Fields (2) Youth Soccer Fields	Visit	18	\$220.00	\$3,960.00	\$13.50	\$243.00	\$10.00	\$180.00
7	Spirit Park-Adult Softball and Cricket Facility (4) Adult Softball Fields (1) Cricket Field	Visit	18	\$220.00	\$3,960.00	\$13.50	\$243.00	\$20.00	\$360.00
		GROUP L TOTAL		\$27,720.00		\$1,701.00		\$2,340.00	

Annual Total:	\$1,060,268.00	\$157,220.50	\$209,908.00
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Sum of Amount	Group					
Row Labels	A	B	C	D	E	F
Good Earth Corp	\$ 45,760.00	\$ 328,900.00	\$ 186,576.00	\$ 139,568.00	\$ 42,484.00	\$ 4,368.00
GreenList Services	\$ 728.00	\$ 22,412.00	\$ 24,024.00	\$ 36,504.00	\$ 11,232.00	\$ 4,212.00
Lawn Star Landscape	\$ 15,860.00	\$ 23,894.00	\$ 81,380.00	\$ 21,346.00	\$ 6,032.00	\$ 1,560.00
Grand Total	\$ 62,348.00	\$ 375,206.00	\$ 291,980.00	\$ 197,418.00	\$ 59,748.00	\$ 10,140.00

G	H	I	J	K	L	Grand Total
\$ 78,988.00	\$ 101,972.00	\$ 67,444.00	\$ 32,968.00	\$ 3,520.00	\$ 27,720.00	\$ 1,060,268.00
\$ 12,376.00	\$ 27,378.00	\$ 11,232.00	\$ 5,408.00	\$ 13.50	\$ 1,701.00	\$ 157,220.50
\$ 8,970.00	\$ 36,764.00	\$ 6,240.00	\$ 2,522.00	\$ 3,000.00	\$ 2,340.00	\$ 209,908.00
\$ 100,334.00	\$ 166,114.00	\$ 84,916.00	\$ 40,898.00	\$ 6,533.50	\$ 31,761.00	\$ 1,427,396.50

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: September 28, 2021

SUBJECT: Accept the Resignation of LaReeda Rentie and
Declare a Vacancy in Place No. 4 on the Parks and
Recreation Board.

STAFF RESOURCE: Shelley B. George, City Secretary

ACTION PROPOSED: Accept the Resignation of LaReeda Rentie and
Declare a Vacancy in Place No. 4 on the Parks and
Recreation Board.

BACKGROUND

On September 20, LaReeda Rentie submitted her resignation as a member of the Parks and Recreation Board. LaReeda was originally appointed in 2018 and has served three years on the Board.

MOTION

I make a motion to accept the resignation of LaReeda Rentie and Declare a Vacancy in Place No. 4 on the Parks and Recreation.

ATTACHMENTS:

Resignation Letter

September 17, 2021

Dear Mayor Ken Fulk & Allen City Councilmembers:

I will be moving to McKinney, so I am submitting my resignation to the Parks & Recreation Board, effective September 30, 2021. It has been a pleasure serving on the Board these past three years and I wish the Parks & Rec department continued success.

Sincerely,

LaReeda Rentie

LaReeda Rentie

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:	September 28, 2021
SUBJECT:	Conduct a Public Hearing and Adopt an Ordinance to Amend the Development Regulations of Planned Development No. 134A with a Base Zoning of Mixed Use for Blocks A through N and Block X, The Farm is Generally Located at the Southeast Corner of the Intersection of State Highway 121 and Alma Drive. (The Farm)
STAFF RESOURCE:	Marc Kurbansade, Community Development Director
PREVIOUS COUNCIL ACTION:	Planned Development No. 72 - Approved October, 1986 Planned Development No. 72 - Approved October, 1998 Planned Development No. 72 - Approved March, 2005 Planned Development No. 134 - Approved January 2018 Planned Development No. 134A - Approved July 13, 2020
BOARD / COMMISSION ACTION:	On September 7, 2021, the Planning and Zoning Commission voted 4 in favor (Commissioners Trahan, Metevier, Shaikh, and Smiddy), 0 opposed, and 1 recusal (Commissioner Ogrizovich) 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. 134A with a Base Zoning of Mixed Use for Blocks A through N and Block X, The Farm is Generally Located at the Southeast Corner of the Intersection of State Highway 121 and Alma Drive. (The Farm)

BACKGROUND

The subject property is comprised of 22 individual platted lots and is generally located at the southeast corner of State Highway 121 and Alma Drive. The property to the north (across State Highway 121) is in the City of McKinney. The property to the west (across Alma Drive) is zoned Planned Development PD No. 142 Mixed-Use (commonly known as The Avenue). The property to the south (across Ridgeview Drive) is zoned Planned Development No. 72 with a base zoning district of Single-Family Residential R-5. The property to the east is zoned Agriculture Open Space.

The subject property currently retains a zoning designation of Planned Development No. 134A with a base zoning district of Mixed-Use. This planned development, commonly referred to as The Farm, received approval of a Planned Development Amendment on July 14, 2020.

This request is only to modify the Development Regulations for the purpose of the following:

- Currently, there is not a minimum building frontage requirement for lots in the Central District that have open space along a Primary Street. This is being modified to also include a Secondary Street.
- The minimum block length in the Tollway Character District is being requested to increase from 600 feet to 700 feet.
- Flexibility in the regulations is being added for the location of vehicular access points along primary or secondary streets. The proposed standard will also include the necessary regulations pertaining to sight distance and visibility from these access points.
- Flexibility in the regulations for the orientation of parking garages is being proposed. Currently, only the "short" edge of a parking garage can face a Primary Street. The proposed modifications will allow for the long edges of a parking garage to face a street, provided one side is buffered by a building and the other by an open space with a minimum width of 35 feet.
- A modification regarding the designation of a Primary Façade is being proposed, as well as the calculation and requirements for transparency. This modification is being proposed to accommodate structures that are located on blocks with three or more sides on a Primary Street, and within the Central District.
- A modification to transparency requirements for single-story buildings in the Central District is being proposed. This change should permit a reduction in window transparency from what is currently permitted as well as all for certain wall openings to be included in this determination.
- Climate controlled interior corridors are required on all urban residential buildings. The proposed modification in this instance is to allow for exterior access for smaller scale residential buildings (less than 30 units in the building).
- A modification to permit fencing or low walls (not to exceed four feet in height) in the front yard of townhomes.
- Flexibility in the location of street trees for all Districts is being proposed.
- The current light standards are strongly prescribed. The proposed modifications allow for flexibility in location and types of fixtures, as long as adequate coverage is provided.

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 September 7, 2021, the Planning and Zoning Commission recommended approval of the request.

LEGAL NOTICES

Public Hearing Sign - August 27, 2021

Public Hearing Notice - August 27, 2021

Newspaper Notice - September 9, 2021

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to adopt Ordinance No. _____ to amend the Development Regulations of Planned Development PD No. 134A with a Base Zoning District of Mixed Use for Blocks A through N, and Block X, located at the southeast corner of the intersection of State Highway 121 and Alma Drive, as presented.

ATTACHMENTS:

Ordinance

Property Notification Map

Draft Minutes for the September 7, 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 DEVELOPMENT REGULATIONS OF PLANNED DEVELOPMENT “PD” NO. 134A MIXED USE MIX ADOPTED BY ORDINANCE NO. 3761-7-20; 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 Zoning Map, of the City of Allen, Texas, as previously amended, be further amended by amending the development and use regulations of Planned Development “PD” No. 134A Mixed Use “MIX” as adopted and set forth in Exhibit “A” to Ordinance No. 3761-7-20 (the “PD 134A Regulations”) as follows:

- A.** Section 3 “Property Development Standards” of the PD 134A Regulations is amended as follows:
- (1)** Subparagraph b.ii. of Subsection E “Building Frontage Requirements,” Paragraph 1 “Minimum Building Frontage” is amended to read as follows:
 - ii. Lots that have open space along a Primary or Secondary Street; and
 - (2)** Paragraph 1.a. of Subsection F “Block Length” is amended to read as follows:
 - a. 700 feet in the Tollway Character Districts;
- B.** Section 4 “Street Types and Transportation Network” of the PD 134A Regulations is amended by adding Subsection F titled “Vehicular Access Points” to read as follows:

F. VEHICULAR ACCESS POINTS.

- 1. No on-street parking shall be permitted within 10 feet of the end of the radius of the pavement of a driveway, service drive, loading zone, or other vehicular access point connecting to a Primary or Secondary Street.
- 2. Trees may be planted within 10 feet of the end of the radius of the driveway, service or loading zone pavement only if the canopy does not create a visual obstruction to vehicles entering and exiting the intersecting street at a height of less than seven feet.

C. Section 6 “Building Design Standards” of the PD 134A Regulations is amended as follows:

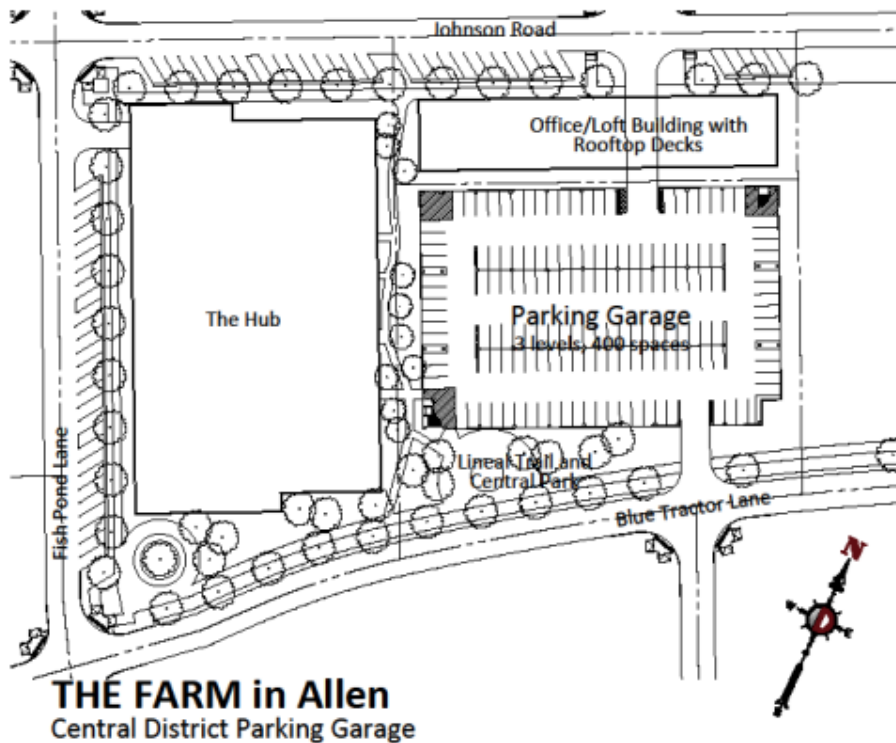
(1) Paragraph 4 of Subsection A “Building Orientation” is amended to read as follows:

4. Secondary and service entrances may be located from Secondary Streets, internal parking areas or alleys, or, if no Secondary Streets adjoins the lot, from Primary Streets, provided such entrances are screened from view from the adjacent street or alley.

(2) Paragraph 3 of Subsection B “Design of Parking Structures” is amended to read as follows:

3. Except for ramps at the entrances of parking garages or as otherwise provided herein, a long dimension of parking garages (length) shall not face any Primary Street; provided, however, the shorter dimension (width) and entrances to parking structures and ramps may be located on Primary Streets if designed to comply with requirements listed in this Section 6.B.3 and such width and entrances shall satisfy the frontage requirements. Notwithstanding the prior sentence, a parking garage located in the Central District may be developed with the long dimension(s) of the parking garage facing a Primary Street if:
 - a. the lot on which the parking garage is located faces only one Primary Street, one or more lots with a minimum width of 100 feet are located between the parking garage and the Primary Street; provided, however, the ultimate design of a habitable building(s) on such lot may allow for a drive entry to provide ingress and egress to the parking garage through or between such building(s) so long as the width of such entry does not exceed the width of the sides of the parking garage perpendicular to the Primary Street; and
 - b. the lot on which the parking garage is located faces two Primary Streets, development of one long side of the parking garage is developed in compliance with Paragraph 3.a., above, and the opposite side is developed with a landscaped open space along the entire façade length of the Parking Garage (not including areas occupied by public sidewalks and driveways and walkways leading from the adjacent Primary Street to the Parking Garage), which open space area shall be not less than 35 feet deep measured from the back of the curb of the adjacent Primary Street.

For purposes of clarification, the figure below depicts an example of the required development of a parking garage located between two Primary Streets within the Central District where the long sides run approximately parallel to and face the Primary Streets.



(3) Subsection F “Windows and Doors” is amended to read as follows:

F. WINDOWS AND DOORS

1. The “Primary Façade” for purposes of this Section 6.F. shall be the façade that faces a Primary Street or is considered to be the main entrance or the front of the building.
2. The required first floor windows along a primary storefront façade of a building on any street or along any façade facing a Primary or Secondary Street shall not be opaque, heavily tinted or mirrored glass.
3. Except as noted in Paragraph 4, below, the ground floor Primary Facade of multi-story nonresidential buildings and residential buildings in which the ground floor is a nonresidential use shall have doors/windows (not opaque, heavily tinted or mirrored) covering no less than 60% of such Primary Facade. Exterior wall openings may also be included in the area of doors/windows provided such openings have walls on both sides and an overhead wall or roof structure. If the building is located in the Central District and includes an open area connecting to an outdoor dining area at the Primary Façade, the area of windows/openings may be reduced to not less than 30% of such Primary Façade including any single-story portions. Each upper floor of the Primary Facade shall contain windows covering at least 30% of the façade area.

All other street facing facades (not including façades facing alleys which have no minimum percentage of doors and windows) shall have doors and windows covering not less than 15% of the façade area for all floors.

4. For all single story buildings in the Central District, the height of the exterior wall for calculation purposes shall be limited to no more than 12 feet in height. Primary Façades shall have doors/windows (not opaque, heavily tinted or mirrored) covering not less than 50% of the first floor wall area. Exterior wall openings may also be included in the area of doors/windows provided such openings have walls on both sides and an overhead wall or roof structure. All wall areas for the remaining street facing façades (not including facades facing alleys which have no minimum percentage of windows) shall have doors and windows (not opaque, heavily tinted or mirrored) covering not less than 15% of the facade. For purposes of this Paragraph 4, open passageways that open into the courtyard or exterior open space from the building exterior shall also count as window and door areas.

(4) Paragraph 3 “Internal Access” of Subsection H “Urban Residential Building Standards” is amended to read as follows:

3. **Internal Access.** All interior corridors shall be climate-controlled with all dwelling units being accessible through an interior climate-controlled corridor, except for the following conditions:
 - a. Individual units designed along a street with access to a sidewalk such as a “stoop” design; or
 - b. Individual units that are vertically integrated in a mixed-use building with a maximum of 30 units in the mixed-use building.

(5) Sub Subsection I “Townhome Design Standards” is amended by adding Paragraph 6 to read as follows:

6. Fencing or low walls, not exceeding 4 feet in height, shall be permitted in the front yards of townhomes.

D. Section 7 “Streetscape Standards” of the PD 134A Regulations is amended as follows:

(1) Paragraph 2 of Subsection C “Street Trees” is amended to read as follows:

2. Except for street trees planted within curb extensions, no fewer than one shade tree for every 40 feet of street frontage, or portion thereof, shall be planted within the Pedestrian Amenity Zone. Flexibility on the spacing and location of street trees within the Pedestrian Amenity Zone will be permitted provided the number of trees is not less than the number of trees that would otherwise be required with the typical spacing herein.

(2) Paragraph 6 of Subsection C “Street Trees” is amended to read as follows:

6. Tree wells shall be irrigated in accordance with the City of Allen Water Conservation Code and include a subsurface drainage system. Root barrier shall be installed on street and sidewalk sides of tree wells.

(3) Subsection F “Lighting” is amended to read as follows:

F. LIGHTING

1. Streetlight fixtures shall be installed along both sides of all streets at a spacing of approximately 80 feet on center.
2. Light fixture mounting heights shall be no more than 20 feet above grade with the overall pole height no more than 26 feet above grade. Pole color shall be black, brown, forest green, gray, or other neutral color designed to be complementary to the overall design aesthetic of the development.
3. Light fixtures shall be fully shielded.
4. Light fixtures shall be in general conformance with the photo below, which indicates the style and appearance of the light fixtures and poles. Alternate fixtures will be permitted provided the overall appearance of the fixture and poles remains the same.



5. Light distribution is allowed to extend across internal lot lines on the Property.

SECTION 2. To the extent of any irreconcilable conflict with the provisions of this Ordinance and other ordinances of the City of Allen governing the use and development of the Property and which are not expressly amended by this Ordinance, the provisions of this Ordinance shall be controlling.

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance, or 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 4. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Allen Land Development Code Zoning Regulations, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 5. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in Allen Land Development Code Zoning Regulations of the City of Allen, as previously amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense.

SECTION 6. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Allen, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 28TH DAY OF SEPTEMBER 2021.

APPROVED:

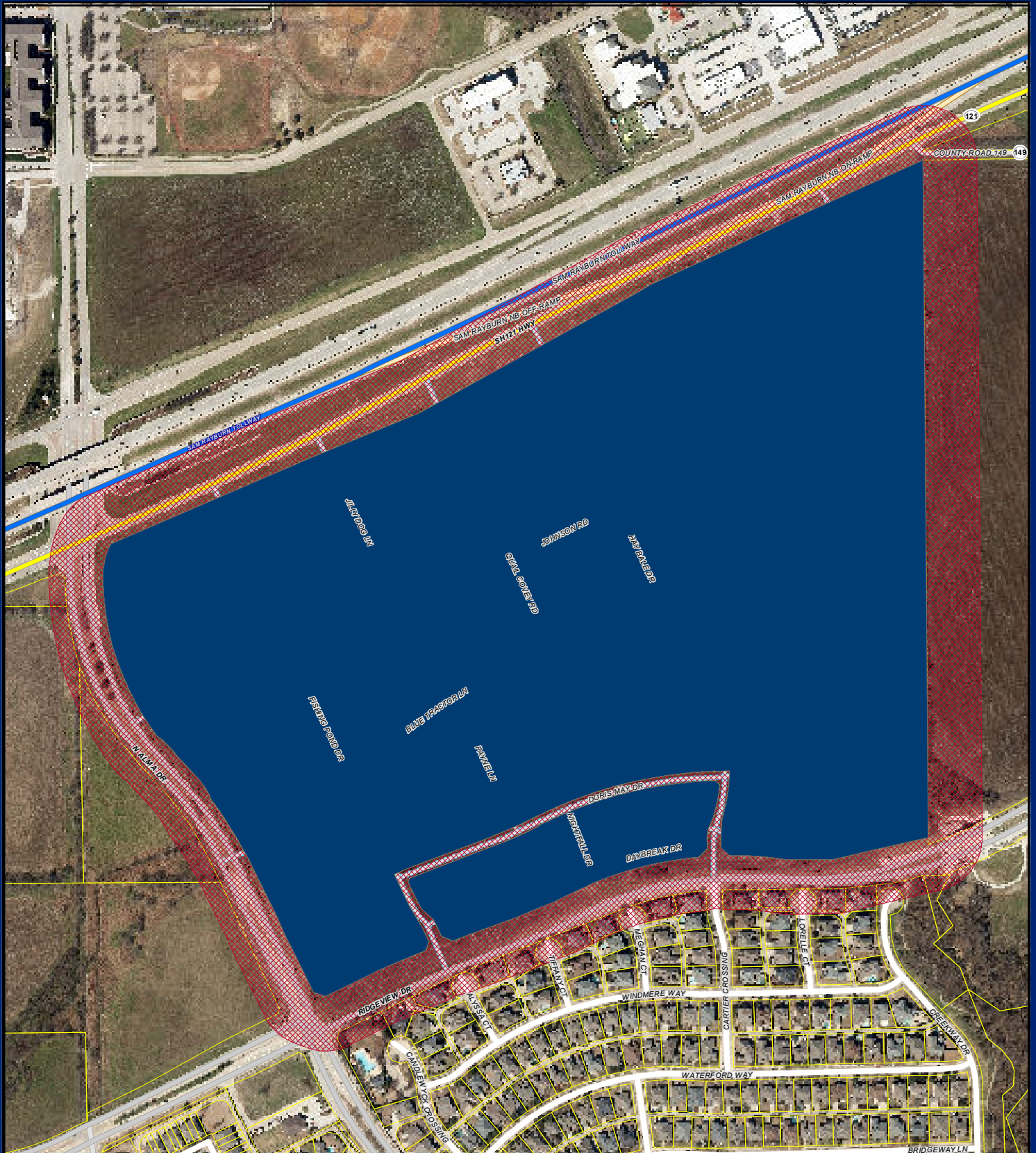
Kenneth M. Fulk, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
(kbl:8/26/2021:123744)

Shelley B. George, TRMC, CITY SECRETARY



Location Map

The Farm

Map Legend

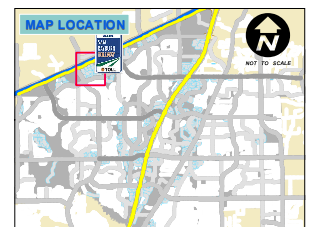
- Subject Property
- Buffer
- CollinCAD Parcels



Community Development - Planning

Date Saved: 6/2/2021

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



September 7, 2021 Planning and Zoning Commission Meeting Minutes

Commissioner Ogrizovich filed an Affidavit of Conflict of Interest with the Chair and left the dais.

Conduct a Public Hearing and Consider a Request to Amend the Development Regulations of Planned Development No. 134A with a Base Zoning of Mixed Use for Lot 1, Block A; Lots 1 and 2 Block B; Lot 1, Block C Lots 1- 3, Block D; Lots 1-4, Block E; Lot 1, Block F; Lot 1, Block G; Lot 1, Block H; Lot 1, Block I; Lot 1, Block J; Lot 1, Block K; Lot 1, Block L; Lot 1, Block M; Lot 1, Block N; and Lots 1 and 2, Block X, The Farm, Generally Located at the Southeastern Corner of the Intersection of State Highway 121 and Alma Drive. (ZN-062521-0008) [The Farm]

Mr. Kurbansade, Director of Community Development, presented the item to the Commission.

Mr. Kurbansade noted that staff is in support of the agenda item.

Chair Trahan opened the public hearing.

The following letter was received in support of this item:

- V. Elkin Fuller, CO Rd 149, Stacy Road, Allen, TX

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

The Commission discussed the following:

- Screening of the service entrances;
- The way the description of the property is written;
- Townhome fencing; and
- Providing flexibility in the development standards.

Motion: Upon a motion by 2nd Vice-Chair Metevier, and a second by Commissioner Shaikh, the Commission voted 4 IN FAVOR, and 0 OPPOSED to recommend approval of the request to amend the development regulations of Planned Development No. 134A with a Base Zoning of Mixed Use for Lot 1, Block A; Lots 1 and 2 Block B; Lot 1, Block C, Lots 1-3, Block D; Lots 1-4, Block E; Lot 1, Block F; Lot 1, Block G; Lot 1, Block H; Lot 1, Block I; Lot 1, Block J; Lot 1, Block K; Lot 1, Block L; Lot 1, Block M; Lot 1, Block N; and Lots 1 and 2, Block X, The Farm, Generally Located at the Southeastern corner of the intersection of State Highway 121 and Alma Drive, as presented. The motion carried.

ATTENDANCE:

Commissioners Present:

Ben Trahan, Chair
Dan Metevier, 2nd Vice-Chair
Elias Shaikh
John Ogrizovich
Michael Smiddy

Commissioners Absent:

Stephen Platt, Jr., 1st Vice-Chair

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:	September 28, 2021
SUBJECT:	Conduct a Public Hearing and Adopt an Ordinance to Establish a Planned Development Zoning District with a Base Zoning of Single-Family Residential (R-5) and to Adopt Development Regulations, Zoning Exhibit, Concept Plan, Open Space Plan and Screening Plan for 34.2± Acres; Generally Located at the Northwest Corner of the Intersection of Watters Road and Stacy Road. (The Reserve at Watters)
STAFF RESOURCE:	Marc Kurbansade, Community Development Director
PREVIOUS COUNCIL ACTION:	Planned Development No. 43 - Approved December, 1986
BOARD / COMMISSION ACTION:	On September 7, 2021, the Planning and Zoning Commission voted 4 in favor (Commissioners Trahan, Ogrizovich, Shaikh, Smiddy), and 1 opposed (Commissioner Metevier) to recommend approval of the request.
ACTION PROPOSED:	Conduct a Public Hearing and Adopt an Ordinance to Establish a Planned Development Zoning District with a Base Zoning of Single-Family Residential (R-5) and to Adopt Development Regulations, Zoning Exhibit, Concept Plan, Open Space Plan and Screening Plan for 34.2± Acres; Generally Located at the Northwest Corner of the Intersection of Watters Road and Stacy Road. (The Reserve at Watters)

BACKGROUND

The subject property is located on the northwest corner of the intersection of Watters Road and Stacy Road. The properties to the north are zoned Planned Development No. 39 with a base zoning of Single-Family Residential (R-3). The properties to the east (across Watters Road) are zoned Planned Development No. 92 with base zonings of Single-Family Residential (R-7) and Shopping Center (SC). The properties to the south (across Stacy Road) are zoned Planned Development No. 86 with a base zoning of Single-Family Residential (R-5). The properties to the west are zoned Planned Development No. 72 with a base zoning of Single-Family Residential (R-3).

The subject property is currently zoned Planned Development No. 43 with base zoning districts of Multifamily Residential (MF-18) and Garden Office (GO). The applicant is requesting to establish a Planned Development District with a base zoning district of Single-Family Residential (R-5) and to adopt Zoning Exhibit, Concept Plan, Open Space Plan, Screening Plan, and Development Regulations to establish design standards for a new

residential community.

The proposed residential community is 34.2± acres. The Concept Plan shows a total of 124 single-family detached front entry lots. The majority of lots will have a minimum lot width of 65 feet and a minimum lot depth of 110 feet, which is in compliance with the Allen Land Development Code (ALDC) requirements of the requested base zoning. A maximum of 10 lots will have a minimum lot width of 62.5 feet for lots located on corners and on shorter length blocks. There are two primary access points into the development--one on Watters Road and one on Stacy Road. There are two existing access points from the subdivision to the north to which this development will extend pavement and connect. Traffic improvements include a northbound left turn lane on Watters Road and an eastbound hooded left turn lane on Stacy Road.

The Concept Plan also shows applicable setbacks for lots. Lots immediately adjacent to the neighboring Shaddock Park subdivision have a front yard setback of 30 feet. This 30 feet front yard setback is required in Block A and the three most northwestern lots of Block F. Key lots adjacent to public streets have a side yard setback of 20 feet in order to align with the minimum front yard setback of the adjacent interior lots. A 5-foot wide private drainage easement for the construction of a proposed drainage flume is being provided on the northern property lines for all lots in Block G. This private drainage easement will be maintained by the Homeowners Association.

The Concept Plan also shows a total of 1.65± acres of open space distributed throughout the entire property, which satisfies the requirements of the ALDC. The larger more centrally located open space lots will be amenitized with a pet waste station, play areas, seating areas, fire pit, trees, and landscaping as shown on the Open Space Plan. A ten-foot-wide trail along Stacy Road and a six-foot-wide sidewalk along Watters Road will be constructed as shown on the Concept Plan.

The property will be screened along Stacy Road and Watters Road. Screening will consist of an eight-foot tall brick screening wall with enhanced masonry columns. A six-foot tall ornamental metal screening fence with evergreen shrubs will be installed between Street A and Stacy Road as shown on the Screening Plan. The evergreen shrubs must be a minimum height of 48 inches at time of planting.

Per current state legislation, building materials cannot be regulated by municipalities. The applicant has provided building elevations to illustrate the architectural product for this development. These building elevations are for informational purposes and are not being proposed to be adopted with this ordinance.

The development regulations include lot design criteria and building setbacks, open space regulations, screening plan and traffic improvements.

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 neighboring land uses.

On September 7, 2021, the Planning and Zoning Commission recommended approval of the request.

LEGAL NOTICES

Public Hearing Sign - August 27, 2021

Property Owner Notices - August 27, 2021

Newspaper Notice - September 9, 2021

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to adopt Ordinance No. _____ to establish Planned Development No. 146 with a base zoning of Single-Family Residential (R-5) and to adopt Development Regulations, Zoning Exhibit, Concept Plan, Open Space Plan and Screening Plan, for a property generally located at the northwest corner of the intersection of Watters Road and Stacy Road.

ATTACHMENTS:

Ordinance

Property Notification Map

Draft Minutes of the September 7, 2021 P&Z 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, RELATING TO THE USE AND DEVELOPMENT OF 34.2± ACRES OUT OF THE FRANCIS DOSSER SURVEY, ABSTRACT NO. 280, PRESENTLY ZONED AS PLANNED DEVELOPMENT NO. 43 WITH A BASE ZONING OF GARDEN OFFICE (GO) AND PLANNED DEVELOPMENT NO. 43 WITH A BASE ZONING OF MULTIFAMILY RESIDENTIAL (MF-18) BY CHANGING THE ZONING TO CREATE PLANNED DEVELOPMENT NO. 146 WITH A BASE ZONING OF SINGLE-FAMILY RESIDENTIAL (R-5) AND ADOPTING DEVELOPMENT REGULATIONS, A ZONING EXHIBIT, A CONCEPT PLAN, AN OPEN SPACE PLAN, AND A SCREENING PLAN; 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 amended, are hereby further amended by changing the zoning regulations relating to the development and use of 34.2± acres out the Francis Dossier Survey, Abstract No. 280 described in “Exhibit A,” attached hereto and incorporated herein by reference (the “Property”), which is presently zoned as Planned Development No. 43 Garden Office (GO) and Planned Development No. 43 Multifamily Residential (MF-18) by changing the zoning to create Planned Development No. 146 for Single-Family uses with a base zoning of Single-Family Residential (R-5), subject to the use and development regulations set forth in Section 2 of this ordinance.

SECTION 2. The Property shall be developed and used in accordance with the provisions of the Allen Land Development Code, as amended, (the “ALDC”) except to the extent modified by the Development Regulations set forth below:

- A. BASE ZONING DISTRICT:** The Property shall be developed and used only in accordance with the regulations of the Single-Family Residential District (R-5) zoning district except as otherwise provided in this Section 2.

- B. CONCEPT PLAN:** The Property 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 that do not alter the general alignment shown on the Concept Plan may be made at the time of Final Plat approval.
- C. LOT DESIGN CRITERIA AND BUILDING SETBACKS:** The minimum lot dimensions and building setbacks shown on the Concept Plan shall be modified as follows with respect to the identified lots:

Minimum Lot Width (Lots 7, 8, 9, and 10, Block D; Lots 13 and 14, Block E; Lots 6, 7, 8, and 44, Block F only)	62.5 feet
Minimum Front Yard Setback	20 feet
Minimum Front Yard Setback (Lots 1, 2 and 3, Block A; and Lots 44, 45, and 46, Block F only)	30 feet
*Minimum Side Yard Setback	6 feet
Minimum Side Yard Setback for side yards adjacent to a public street (except as provided below)	15 feet
Minimum Side Yard Setback for the side yards adjacent to the public streets for Lots 8 and 10, Block C; Lot 6, Block D; and Lot 5, Block E	20 feet
Minimum Garage Setbacks	25 feet, except for Lots 1, 2 and 3, Block A and Lots 44, 45, and 46, Block E, which shall be 30 feet

*Section 8.06.1.a.iii of the ALDC shall not apply to Lots 7 and 11, Block C; Lots 5 and 10, Block D; and Lot 6, Block E.

- D. FENCING ON KEY LOTS:** Fences cannot be constructed less than twenty feet (20') from the side property line adjacent to the public right-of-way for Lots 8 and 10, Block C; Lot 6, Block D; and Lot 5, Block E.
- E. PRIVATE DRAINAGE EASEMENTS:** The declaration of covenants, conditions, and restrictions required to be prepared and recorded pursuant to Section 8.20 of the ALDC shall in substance provide for the Homeowners Association (HOA) the right and obligation to maintain the five-foot-wide (5') Private Drainage Easement (PDE) and flume shown on the Concept Plan on Lots 1 through 14, Block G.
- F. TRAFFIC IMPROVEMENTS:** Construction of the (1) eastbound hooded left turn lane on Stacy Road and (2) northbound left turn lane on Watters Road as shown on the Concept Plan must be completed and accepted by the City prior to issuance of a building permit for any dwelling unit on any lot constructed within the Property.
- G. OPEN SPACE:** All open spaces on the Property shall be developed in general conformance with the Open Space Plan attached hereto as Exhibit “C.”
- H. SCREENING PLAN:** All screening on the Property shall be developed in general conformance with the Screening Plan attached hereto as Exhibit “D.”

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 28TH DAY OF SEPTEMBER 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
(kbl:8/23/2021:124341)

Shelley B. George, TRMC, CITY SECRETARY

EXHIBIT "A"
ZONING EXHIBIT

BEING A TRACT OF LAND LOCATED IN THE FRANCIS DOSSER SURVEY, ABSTRACT NO. 280, CITY OF ALLEN, COLLIN COUNTY, TEXAS AND BEING A PART OF A TRACT OF LAND DESCRIBED IN DEED TO PAUL LEHNER AND VIRGINIA LEHNER, RECORDED IN INSTRUMENT NO. 92-008443, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS AND BEING PART OF A TRACT OF LAND FORMERLY KNOWN AS COUNTY ROAD 150 ABANDONED BY CITY ORDINANCE 2379-S-05, RECORDED IN VOLUME 60TS, PAGE 4231, DEED RECORDS, COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN "X" SET IN CONCRETE ON THE SOUTHEAST CORNER OF AN EXISTING SIDEWALK AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF WATTERS ROAD, A VARIABLE WIDTH RIGHT-OF-WAY, WITH THE SOUTH LINE OF SHADDOCK PARK, AN ADDITION TO THE CITY OF ALLEN, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET 2007, SLIDE 13, MAP RECORDS, COLLIN COUNTY, TEXAS (M.R.C.C.T.);

THENCE SOUTH 00°49'24" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1,112.42 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER;


THENCE SOUTH 44°10'36" WEST, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 25.60 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF STACY ROAD, A VARIABLE WIDTH RIGHT-OF-WAY;


THENCE SOUTH 88°51'23" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1,041.83 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07°06'24", A RADIUS OF 2,140.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 87°35'25" WEST, 265.26 FEET;

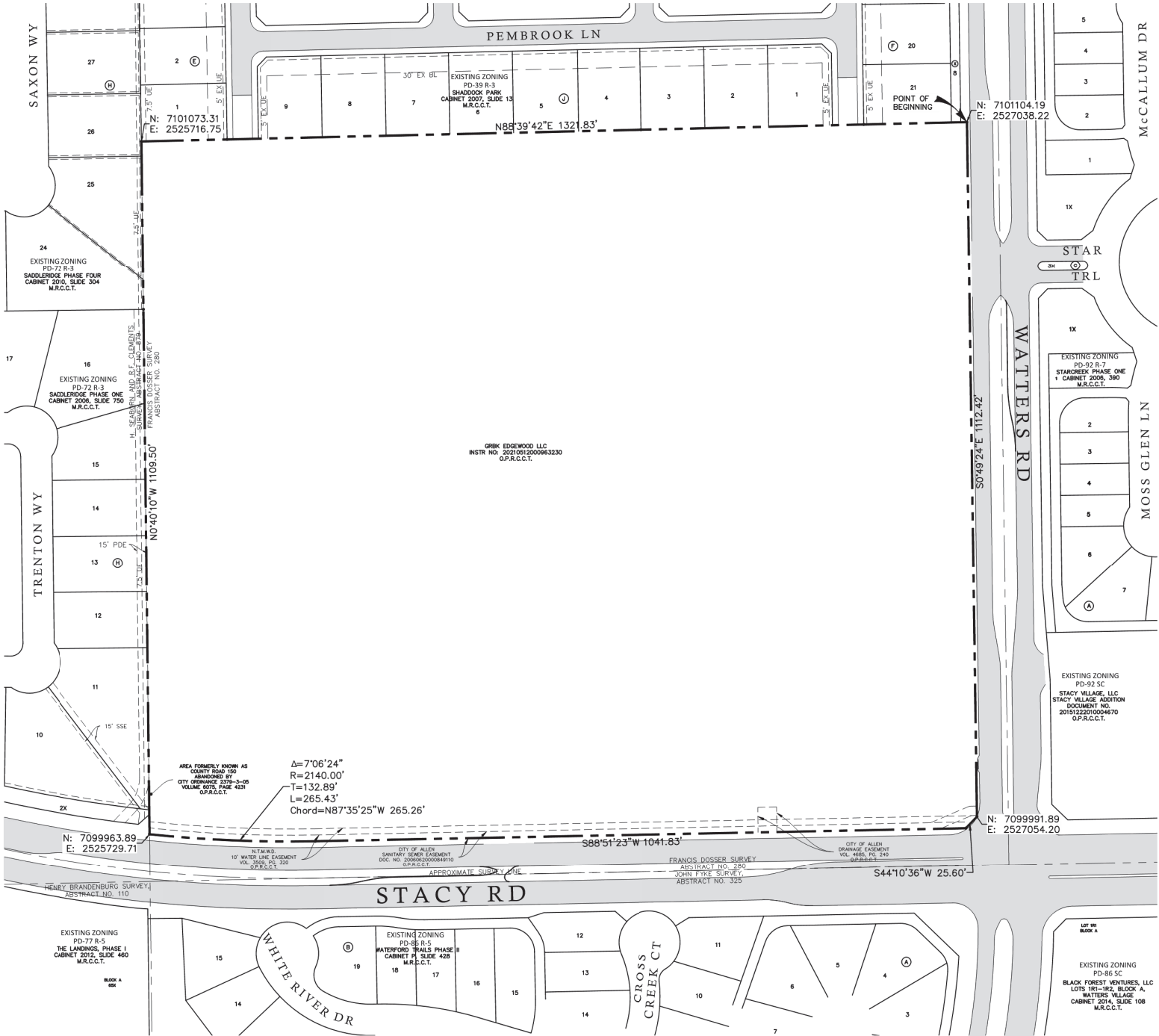
THENCE WESTERLY, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 265.43 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET AT THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE WITH THE PROJECTED EAST LINE OF SADDLERIDGE PHASE ONE, AN ADDITION TO THE CITY OF ALLEN, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET 2006, SLIDE 750, M.R.C.C.T.;

THENCE NORTH 00°40'10" WEST, PASSING THE SOUTHEAST CORNER OF SAID SADDLERIDGE PHASE ONE AT A DISTANCE OF 31.53 FEET, AND CONTINUING, ALONG SAID EAST LINE OF SAID SADDLERIDGE PHASE ONE, PASSING AGAIN AT A DISTANCE OF 839.22 FEET A 1/2-INCH IRON ROD WITH A CAP STAMPED "DAM" FOUND AT THE EAST COMMON CORNER OF SAID SADDLERIDGE PHASE ONE AND SADDLERIDGE PHASE FOUR, AN ADDITION TO THE CITY OF ALLEN, COLLIN COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET 2010, SLIDE 304, M.R.C.C.T., AND CONTINUING, ALONG THE EAST LINE OF SAID SADDLERIDGE PHASE FOUR, FOR A TOTAL DISTANCE OF 1,109.50 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "RPLS 5674" SET AT THE SOUTHWEST CORNER OF SAID SHADDOCK PARK;

THENCE NORTH 88°39'42" EAST, ALONG THE SOUTH LINE OF SAID SHADDOCK PARK, PASSING AT A DISTANCE OF 136.93 FEET A 1/2-INCH IRON ROD FOUND IN THE WEST LINE OF HERMITAGE DRIVE, A 50-FOOT RIGHT-OF-WAY, PASSING AGAIN AT A DISTANCE OF 800.81 FEET A 1/2-INCH IRON ROD FOUND AT THE SOUTH COMMON CORNER OF LOTS 3 AND 4, BLOCK 1 OF SAID SHADDOCK PARK, PASSING AGAIN AT A DISTANCE OF 1156.83 FEET A 1/2-INCH IRON ROD FOUND IN THE EAST RIGHT-OF-WAY LINE OF WAKEFIELD LANE, A 50-FOOT RIGHT-OF-WAY, AND CONTINUING FOR A TOTAL DISTANCE OF 1,321.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,491,273 SQUARE FEET OR 34.235 ACRES OF LAND, MORE OR LESS.

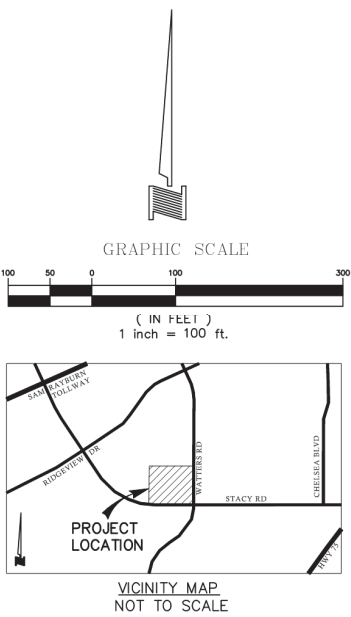

SEAN SHROPSHIRE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5674
APRIL 19, 2021





- LEGEND**
- OHE OVERHEAD ELECTRIC LINE
 - SSE SANITARY SEWER EASEMENT
 - PDE PUBLIC DRAINAGE EASEMENT
 - UE UTILITY EASEMENT

PLAN SUBMITTAL LOG	
1ST SUBMITTAL TO CITY	2021-04-23
2ND SUBMITTAL TO CITY	2021-05-28
3RD SUBMITTAL TO CITY	2021-06-28
4TH SUBMITTAL TO CITY	2021-07-15
5TH SUBMITTAL TO CITY	2021-09-13



PD/PD AMENDMENT
ZONING EXHIBIT
THE RESERVE AT WATTERS

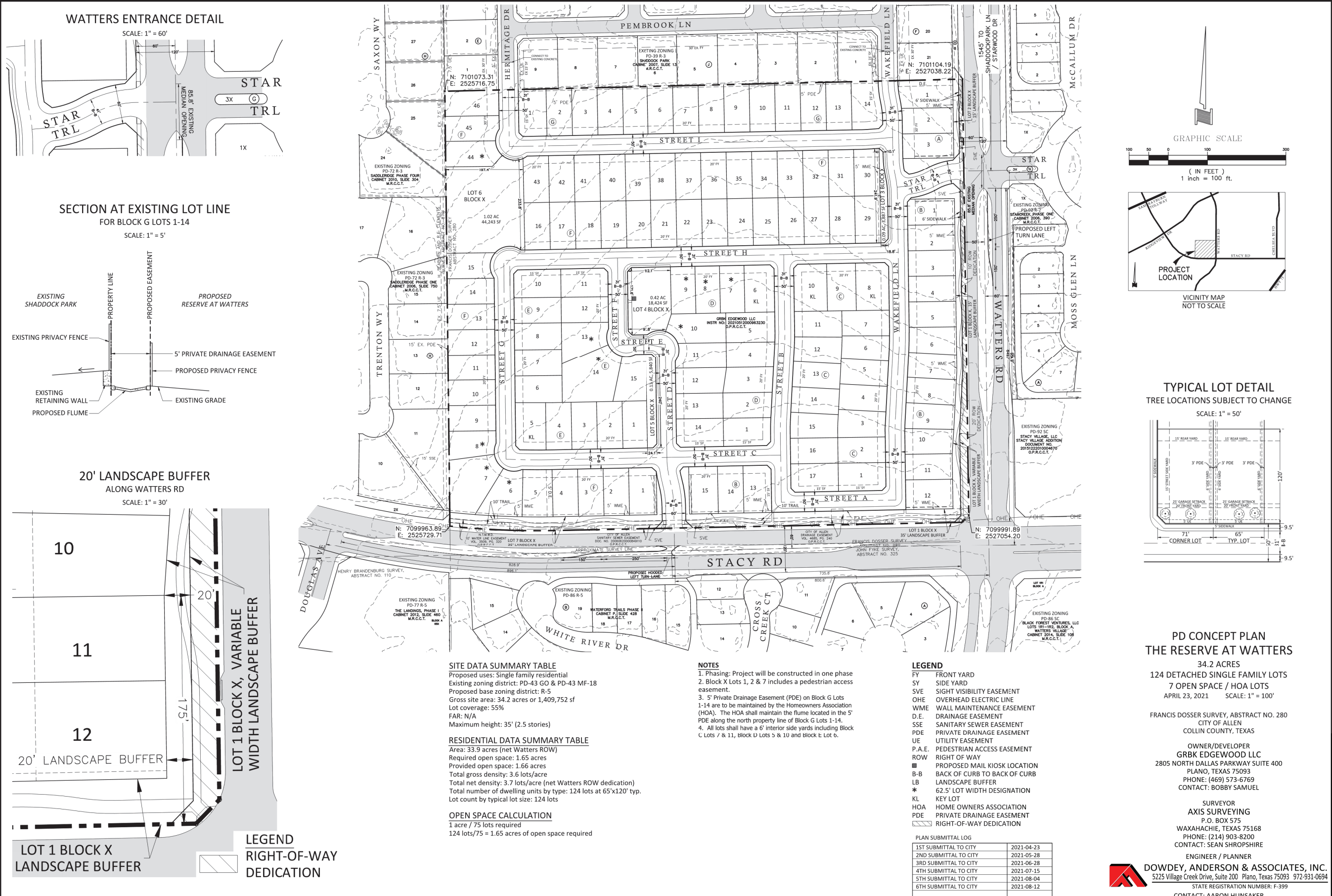
34.2 ACRES
124 DETACHED SINGLE FAMILY LOTS
7 OPEN SPACE / HOA LOTS
SEPTEMBER 13, 2021 SCALE: 1" = 100'

FRANCIS DOSSER SURVEY, ABSTRACT NO. 280
CITY OF ALLEN
COLLIN COUNTY, TEXAS

OWNER/DEVELOPER
GRBK EDGEWOOD LLC
2805 NORTH DALLAS PARKWAY SUITE 400
PLANO, TEXAS 75093
PHONE: (469) 573-6769
CONTACT: BOBBY SAMUEL

SURVEYOR
AXIS SURVEYING
P.O. BOX 575
WAXAHACHIE, TEXAS 75168
PHONE: (214) 903-8200
CONTACT: SEAN SHROPSHIRE

ENGINEER / PLANNER
 DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
CONTACT: AARON HUNSAKER





- CALLOUTS LEGEND:**
- 6'-0" HT. ORNAMENTAL METAL FENCE
 - 3" CALIPER SHADE TREE.
 - 3" CALIPER ORNAMENTAL TREE.
 - 48" HT. EVERGREEN SHRUB ROW AT TIME OF PLANTING.
 - SHRUBS AND GROUND COVER PLANTING. SPECIES SHALL BE CONSISTENT WITH THE RECOMMENDED PLANT LIST WITH THE CITY OF ALLEN.
 - T ○ TRASH RECEPTACLE
 - P ■ PET WASTE STATION
 - Ⓐ 20x15 SHADE STRUCTURE WITH CBU MAILBOXES UNDERNEATH
 - ⓑ 5' WIDTH CONCRETE SIDEWALK
 - ⓒ OPEN PLAY AREA
 - ⓓ 18" HT. STONE SEAT WALL



NORTH
SCALE: 1" = 20'-0"

THE RESERVE AT WATTERS / CONCEPTUAL OPEN SPACE PLANS

City of Allen, Collin County, Texas



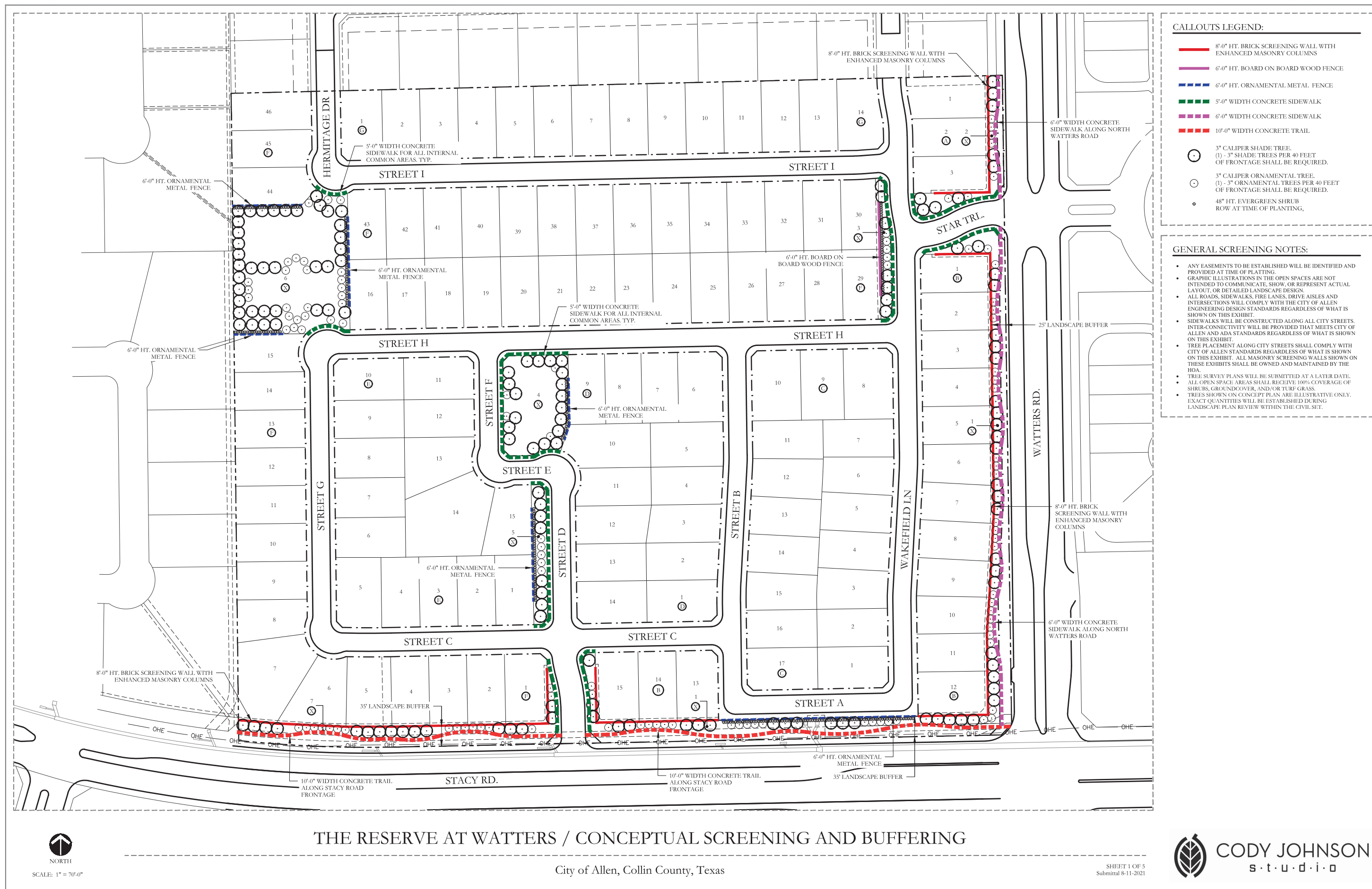
SHEET 3 OF 5
Submittal 6-16-2021

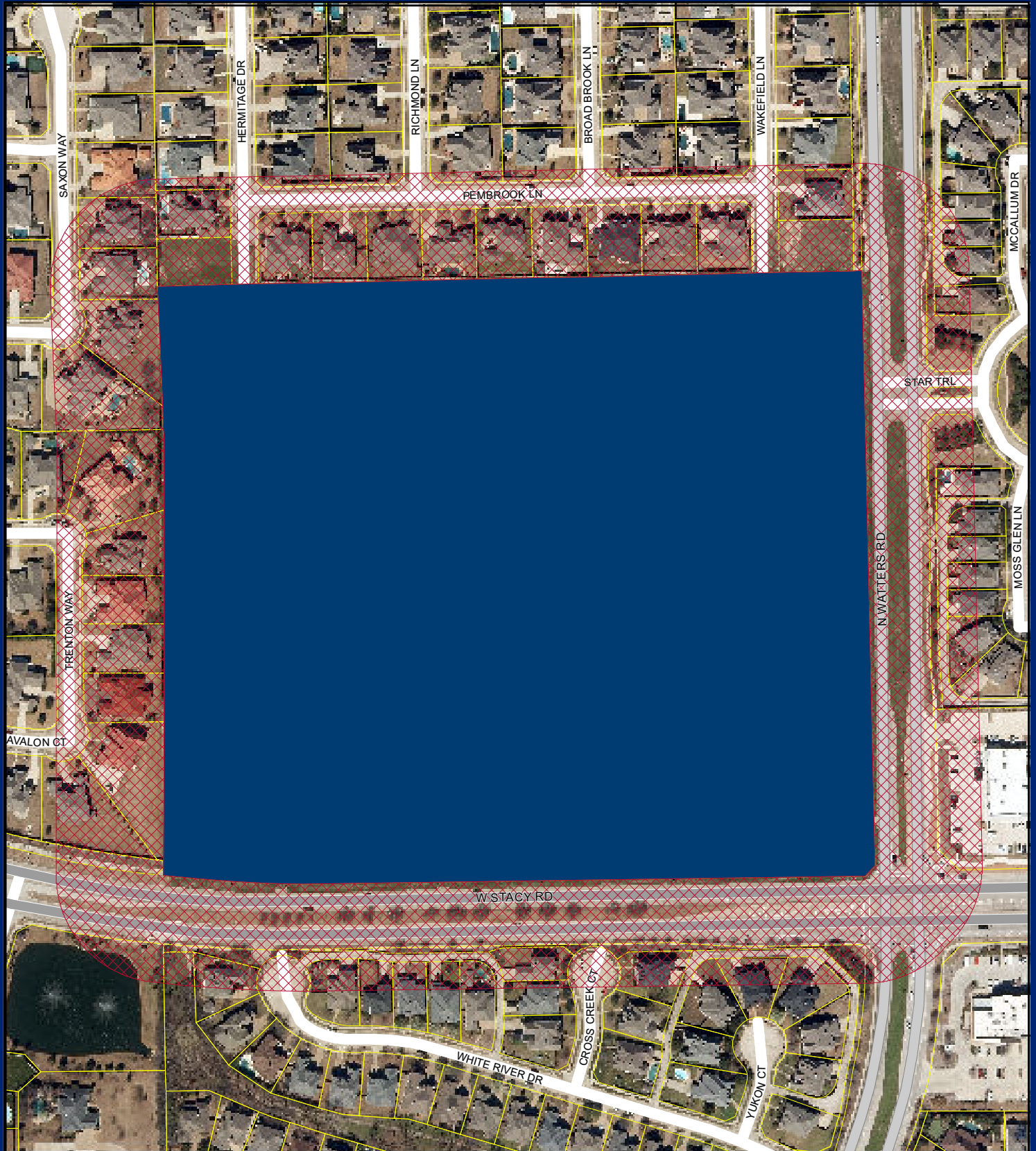




SCALE: 1" = 20'-0"








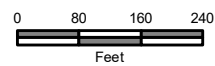


Location Map

The Reserve at Watters

Map Legend

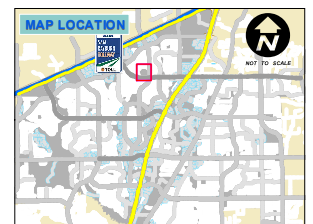
-  Buffer
-  Subject Property
-  CollinCAD Parcels



Community Development - Planning

Date Saved: 6/2/2021

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



September 7, 2021 Planning and Zoning Commission Meeting Minutes

Public Hearing – Conduct a Public Hearing and Consider a Request to Establish a Planned Development Zoning District with a Base Zoning of Single-Family Residential (R5) and to Adopt Development Regulations, Zoning Exhibit, Concept Plan, Open Space Plan, and Screening Plan for 34.2± Acres in the Francis Dosser Survey, Abstract No. 280; Generally Located at the Northwestern Corner of the Intersection of Watters Road and Stacy Road. (ZN-042321-0004) [The Reserve at Watters]

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

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

Chair Trahan opened the public hearing.

The following individual registered their opposition and spoke on the item:

- Howard Hopkins, 981 Pembroke Lane, Allen, TX

The following letters were received in support of this item:

- Kathy Hutt, 2145 McCallum Drive, Allen, TX
- Jerry Huang, 969 Pembroke Lane, Allen, TX
- Laurie and Shawn Hanley, 967 Pembroke Lane, Allen, TX
- Melvin McArthur, 1002 Avalon Court, Allen, TX

The following letter was received in opposition of this item:

- Nurul Islam, 971 Pembroke Lane, Allen, TX

Chair Trahan closed the public hearing.

The Commission discussed the following:

- The applicant's request to not include building elevations in the proposed ordinance;
- Number of access points into the development;
- Rear yard setback, fencing and building height as it relates to the properties to the north; and
- Design of the drainage flume.

Bobby Samuel, Applicant, 2805 Dallas Parkway, Plano, TX, gave a brief overview of the project.

Motion: Upon a motion by Commissioner Shaikh, and a second by Commissioner Ogrizovich, the Commission voted 4 IN FAVOR, and 1 OPPOSED, with 2nd Vice-Chair Metevier dissenting, to recommend approval of an ordinance to establish a Planned Development with a base zoning of Single-Family Residential (R-5) for approximately 34.2± acres in the Francis Dosser Survey, Abstract No. 280, and to adopt Development Regulations, Zoning Exhibit, Concept Plan, Open Space and Screening Plan, as presented. The motion carried.

ATTENDANCE:

Commissioners Present:

Ben Trahan, Chair

Dan Metevier, 2nd Vice-Chair

Elias Shaikh

John Ogrizovich

Michael Smiddy

Absent:

Stephen Platt, Jr., 1st Vice-Chair

DRAFT

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:	September 28, 2021
SUBJECT:	Authorize the City Manager to Execute a Fourth Amendment to the Contract for Solid Waste Collection, Disposal, and Recycling Services with Community Waste Disposal (CWD).
STAFF RESOURCE:	Steve Massey, Community Services Director Lee Battle, Community Enhancement Director
PREVIOUS COUNCIL ACTION:	<p>On May 27, 2008, City Council approved a Contract for Residential and Commercial Solid Waste Collection, Disposal and Recycling Services with CWD.</p> <p>On May 28, 2013, City Council approved Contract Amendment No. 1 that extended the CWD contract through May 31, 2019.</p> <p>On April 20, 2016, City Council approved Contract Amendment No. 2 that set hourly charges for enhanced bulk waste collection undertaken as part of the Neighborhood Integrity Program in two targeted neighborhoods.</p> <p>On October 23, 2018, City Council approved Contract Amendment No. 3 extending the Contract Period through May 31, 2024, and Incorporating other Contract Modifications.</p>
ACTION PROPOSED:	Authorize the City Manager to Execute a Fourth Amendment to the Contract for Solid Waste Collection, Disposal, and Recycling Services with Community Waste Disposal (CWD).

BACKGROUND

In review of community enhancement trends and initiatives, an area of potential improvement identified by staff is in the waste services area of residential bulk waste collection. Staff observations include:

- The allowed quantity of five (5) items is in many cases insufficient;
- Calling in to schedule the monthly collection may be forgotten, thus leaving the City with bulk wastes that may sit out at the collection location until another month goes by;
- There are a significant number of City Staff compliance efforts related to bulk waste services.

The solid waste fund is an enterprise fund that must raise its operating budget from charges to customers. The fund is not tax supported. The fund regularly has a positive cash reserve. The fund last increased residential waste services rates to customers in June of 2010. The fund provides the lowest cost of residential waste service among the five (5) cities that make up the North Texas Municipal Water District (NTMWD) Solid Waste System. A table comparing NTMWD solid waste system member city residential charges is provided below.

City	Residential Rate/Month
Allen	\$15.59
Frisco	\$16.00
Plano	\$17.10
McKinney	\$18.56
<u>Richardson</u>	<u>\$19.40</u>
Average	\$17.33

In the Fiscal Year (FY) 22 Solid Waste Enterprise Fund budget, staff included a \$300,000 budget contingency to provide resources to potentially improve residential monthly bulk collection services. If improvements staff developed were not approved by the Allen City Council, these funds would simply revert to the Solid Waste Fund Reserve. Staff efforts were focused on:

- Ceasing the requirement that residents call-in for the monthly collections to be scheduled;
- Increasing the volume of material that will be removed under the bulk waste program.

Staff worked with CWD on alternatives and their associated costs. City Staff selected an alternative that ceases the scheduling requirement and increases the amount of material that CWD will remove.

Under the new alternative, because scheduling was dropped, CWD will drive each street and alley where regular trash collection takes place beginning no earlier than 7AM on the once monthly Saturday collection day assigned in the City's Annual Trash and Recycling guidelines publication.

The Trash and Recycling "Guidelines" publication outlines materials accepted and prohibited from collection under the bulk waste program. A copy of the "Guidelines" is attached to this agenda communication. Materials accepted for disposal are now limited to five (5) total individual items. Under the recommended alternative, this changes to a six (6) cubic yard limit of materials. This is a volume of three (3) feet by three (3) feet by eighteen (18) feet. This is about six (6) typical clothes dryers set side by side in the customers typical waste collection area. This is a considerable increase of materials collected. If acceptable materials are out, up to the six (6) cubic yard limit will be collected.

For monthly waste services, a typical resident now pays \$15.02 per month plus a separate \$0.57 Household Hazardous Waste Fee, a total of \$15.59 per month. Of the \$15.02 waste services portion, CWD is paid \$7.92 as of the June 1, 2021 rate resolution. To provide enhanced bulk waste services as proposed, CWD's payment will increase by \$0.66 monthly to \$8.58. Due to the Solid Waste Fund's financial condition, these enhanced services can be provided at no increase in the customer's monthly payment to the City. Just as a side note, the cost difference between what the citizens pay the City and what the City pays CWD, is largely used to pay North Texas Municipal Water District disposal charges for the wastes taken to the transfer stations by

CWD and then disposed of at the Regional Disposal Facility that NTMWD operates.

Attached is the proposed CWD Contract Amendment No. 4. The amendment changes the bulk waste program as is discussed in this agenda communication and sets the initial cost for the enhanced services. The City's Waste Services Rate Resolution will be brought forward for Council approval as the next agenda item should City Council approve this contract amendment.

BUDGETARY IMPACT

The Solid Waste Fund is an enterprise fund that operates without General Fund support. Staff included a \$300,000 budget contingency in the FY22 Solid Waste Fund budget as a placeholder to pay CWD for enhanced residential bulk waste services. The annual cost of the \$0.66 per month cost increase is about \$237,600 in FY22. With the full \$300,000 contingency programmed for the bulk waste enhancement, the fund is projected to end FY22 with \$3,180,422 in fund reserve: that is 154 days of reserve. Our actual cost being considerably less than the \$300,000 budget contingency will further increase the fund reserve and the fund's days of reserve. Our guideline fund reserve is 90 to 120 day range and the fund is safely above that range.

STAFF RECOMMENDATION

Staff recommends that City Council Authorize the City Manager to Execute a Fourth Amendment to the Contract for Solid Waste Collection, Disposal, and Recycling Services with Community Waste Disposal (CWD).

MOTION

I make a motion to Authorize the City Manager to Execute a Fourth Amendment to the Contract for Solid Waste Collection, Disposal, and Recycling Services with Community Waste Disposal (CWD).

ATTACHMENTS:

Agreement

2021 Trash and Recycling Guidelines

STATE OF TEXAS
COUNTY OF COLLIN

§
§
§

FOURTH AMENDMENT TO SOLID WASTE, COLLECTION,
DISPOSAL, AND RECYCLING SERVICES CONTRACT

This Fourth Amendment to Solid Waste, Collection, Disposal, and Recycling Services Contract (the "Fourth Amendment") is made by and between the City of Allen, Texas ("City") and Community Waste Disposal, LP, a Texas limited partnership ("Contractor") (each a "Party" or collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the Parties previously entered into that certain *Contract for Solid Waste, Collection, Disposal, and Recycling Services* dated June 1, 2008 (the "Original Contract"), as amended by that certain *Amendment to Contract* dated May 29, 2013, as further amended by that certain *Contract Amendment No. 2* dated April 20, 2016, and as further amended by that certain *Third Amendment to Solid Waste, Collection, Disposal, and Recycling Services Contract* dated October 23, 2018 (collectively the "Contract"); and

WHEREAS, the Parties desire to amend the Contract as set forth herein; and

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

1. The Contract is hereby amended by amending Section 3.05 (Definitions) to read as follows:

"3.05 **Bulky Waste** – Stoves, refrigerators, water heaters, washing machines, furniture and other waste materials other than construction debris, dead animals, hazardous waste, or stable matter, with weights or volumes greater than those allowed for bins or containers. Items placed for collection must be able to be lifted by two persons (a maximum of 150 pounds). The total volume of material allowed for once monthly collection up to but not to exceed six (6) cubic yards. This is an area of three feet by three feet by eighteen feet. Residents are not required to call in to the City or waste services provider to schedule this once-monthly collection that will take place on a Saturday by schedule annually published in the City's Trash and Recycling Guidelines. Bulky waste collections may not start before 7 A.M."

2. The Contract is hereby amended by amending Section 4.04 (d), to read as follows:

"4.04 **Special Collection**

d. Contractor shall provide for the collection of bulky waste one time per month for single family residential units with City utility

accounts. Customers do not need to schedule their once monthly collection. Monthly bulk waste pick up will be conducted on Saturdays by schedule in the annually published in the City's Trash and Recycling Guidelines. Customers may place out a volume of bulk waste materials up to but not to exceed six (6) cubic yards. This is an area of three feet by three feet by eighteen feet. Individual items placed for collection must be able to be lifted by two persons (a maximum of 150 pounds). Waste Services provider may start monthly bulk waste collections no earlier than 7 A.M. Any collection address that has inappropriate or too much material out for collection, will have an electronic customer service record established in the CWD customer service data base. Addresses that place out more than six cubic yards of materials or prohibited items out, will have the first six cubic yards of allowed items taken and the rest left behind; with an electronic customer service record established in the CWD customer service data base. Drivers with cell phone capability should send CWD customer Service a photograph of unusual or extreme situations. CWD customer service will forward the City a summary list of all known residential collection issues by e-mail on every regular City workday. Every Monday this summary list will include issues with the past Saturday's bulk collections. CWD will manage customer calls concerning bulk waste service issues.

Due to seasonal or otherwise unexpected bulky waste volumes, Contractor will inform the City of unforeseeable heavy loads and will request an extension of days of service and such request shall not be unreasonably withheld.

Monthly bulk waste pick up excludes unusual accumulation of material from wind, tornado, flood, hurricane, or other Acts of God which the Contractor has no control and will be subject to Section 4.05 of the Contract."

3. The Contract is hereby amended by amending Section 7.00, to read as follows:

"7.00 EFFECTIVE DATE

This Contract shall be effective on October 1, 2021 following the execution hereof by all Parties."

4. The Contract is hereby amended by amending Section 16.01, Subsections (a), (b), and (c), to read as follows:

"16.00 COMPENSATION TO CONTRACTOR FOR RESIDENTIAL COLLECTION

16.01 In consideration of the services rendered to residential accounts under the Contract, City agrees to pay to the Contractor on or before the 25th day of each calendar month for the preceding ending calendar month during the term of this Contract, a sum of money as follows:

- a. A sum of money which shall be equal to the portion of the City's Gross Receipts calculated by the ratio of Eight and 58/100 Dollars (\$8.58) to the existing single-family residential garbage rate for 95-gallon solid waste, 95-gallon recycling, weekly green waste, one-time cardboard collection, and monthly brush and bulk pick-ups.
- b. A sum of money which shall be equal to the portion of the City's Gross Receipts calculated by the ratio of Four and 62/100 Dollars (\$4.62) to the existing single-family residential rate for each additional 95- gallon solid waste poly cart.
- c. A sum of money which shall be equal to the portion of the City's Gross Receipts calculated by the ratio of Two and 37/100 Dollars (\$2.37) to the existing single-family residential rate for each additional 95- gallon blue recycling poly cart.
- d.”

5. The Contract is hereby amended by adding Section 32.00, to read as follows:

“32.00 BOYCOTT ISRAEL; BOYCOTT ENERGY COMPANIES; AND PROHIBITION OF DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS”

- (a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

- (d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if:
- (i) Contractor has ten (10) or more fulltime employees and
 - (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.”

6. The Contract shall remain in full force and effect except as heretofore amended and as amended herein.

7. This Fourth Amendment shall become effective on the last date of execution hereof.

[Signature Page to Follow]

EXECUTED this the _____ 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
Peter G. Smith, City Attorney

COMMUNITY WASTE DISPOSAL, LP

By: _____
Greg A. Roemer, President

Attest:

By: _____
Robert Medigovich, Municipal Coordinator



TRASH & RECYCLING GUIDELINES



PAGE 2
TRASH &
RECYCLING
BASICS



PAGE 3-4
7 SIMPLE
RULES FOR
TRASH DAY



PAGE 5-6
FIND YOUR
COLLECTION
DAY



PAGE 9
HOW DO
I GET RID
OF THIS?



PAGE 10
HOW TO
DISPOSE
IT YOURSELF



MYALLEN APP GETS A MAKEOVER!

You can use the NEW MyAllen mobile app to do the following:

- Get email or text alerts on your trash and recycling day
- Schedule Household Hazardous Waste (HHW)/Chemical collection
- Make service requests and report collection problems

DOWNLOAD OR REPORT ONLINE AT: CITYOFALLEN.ORG/MYALLEN

Stormwater Protection: Dos and Dont's

DON'T...



...pour fats, oils and grease (FOG) down your drain. It causes a buildup of sludge, which causes residential sewer backups.



...dispose of leaves and/or grass clippings into the street or storm drains. Yard waste clogs drains and leads to excessive algae growth in lakes and streams, killing aquatic life.



...drain swimming pools onto the ground or into storm drains. It increases chlorine levels in our lakes and streams, killing aquatic life.



...flush or pour medications down your home drains or place them into storm drains.

DO...



...collect cooking oil in a sealed container and contact HHW for collection. See page 7.



...use yard waste as mulch or put it in paper lawn bags for disposal in the CWD yard waste collection program. See page 7.



...drain swimming pools into the residential sanitary sewer system found at all homes.

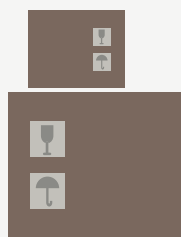


...visit CityofAllen.org/HHWguidelines or call 214.509.4551 for disposal options.



SEE SOMEONE BREAKING THE RULES?

Call our reporting hotline at 214.509.4512 or visit CityofAllen.org/OnlineHelpDesk if you witness someone improperly disposing of materials in the city's storm drains or waterways.



Just moved?

The City of Allen offers a one-time service to collect empty flattened and stacked cardboard boxes. Call 214.509.4551 before noon on Friday for Saturday pickup. Packing paper may also be placed in a labeled cardboard box and collected at the same time. No bubble wrap or foam allowed.



Trim a path

City ordinance requires residents to keep streets and alleys free of hanging branches and encroaching shrubs and plants.

Waste 101

THE BASICS ABOUT TRASH IN ALLEN

Community Waste Disposal (CWD) provides trash and recycling services for the City of Allen. The CWD Customer Service number is 972.392.9300 (option 2). Please contact CWD for all trash and recycling issues.

The North Texas Municipal Water District (NTMWD) provides trash disposal and composting of yard trimmings. *See pages 7-8 for details.*

Verify Your Billing

Residential trash customers are typically provided with one trash and one recycling cart; residents may have additional carts for an added fee. Please verify the number of trash and recycling carts on your utility bill and call the City of Allen at 214.509.4560 if you notice any discrepancies.

Collection Schedules

Trash and yard trimmings are collected weekly. Recycling is collected every other week. Bulk waste and loose brush are collected once per month by appointment only. HHW (household hazardous waste/chemicals) is collected by appointment. *See page 7.*

Set It Out by 7 a.m.

All trash and recycling carts, yard trimmings, bulky waste and household hazardous waste (HHW) must be set out by 7 a.m. on the designated collection day. Customers who miss the deadline and want to schedule an alternate pickup may incur a separate charge. No carts, yard waste, HHW or bulky items may be set out earlier than 6 p.m. the night before pickup.

Call for Missed Service

Call CWD within 24 hours of your missed pickup in order to schedule service for later that week.

Label Your Cart

Residents are encouraged to write their address on carts with permanent marker or spray paint, in order to easily identify them. Trash and recycling carts are owned by CWD and may not be moved to a different address. If carts are misplaced or lost, residents must pay for replacements.

Senior Discount Program

Residents age 65 and older may be eligible for a 20% waste service discount. Pick up an application at the Utility Billing window at Allen City Hall (305 Century Parkway) or apply online at CityofAllen.org/UtilityBilling.

Damaged Carts

Carts damaged or broken in the normal course of service are repaired and replaced by CWD at no charge. Call 972.392.9300 (option 2) to request this service.

DIY Options for Trash

In addition to regular pickups, residents may take advantage of do-it-yourself options for disposing of trash, recycling and yard waste. *See page 10.*

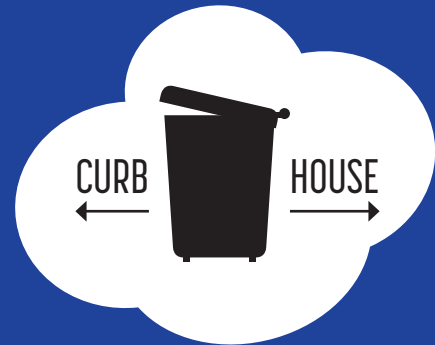


Kick it to the Curb!

7 SIMPLE RULES FOR TAKING OUT YOUR TRASH

#1 Face handles toward the house

Place trash and recycling carts with handles facing the house and lids opening to the alley or street side.



#2

Give carts 2 feet of space

Automated control arms need at least two feet on all sides of your carts in order to pick them up. Keep trash & recycling carts at least two feet apart, and at least two feet from fences, cars, gates, gas meters, etc.



#3

Trash must be contained

DO place your trash in securely-tied plastic bags. Using bags prevents litter and spilled trash. DO NOT allow trash to overflow. All bags must fit inside the cart with the lid closed.



#4

Don't dump unlawful debris or substances in your cart.

It's unlawful to put construction materials, hot ashes, oil, dry cleaning chemicals, paint, pool chemicals, car batteries, dead animals over 10 lbs, yard waste (including tree stumps) and any hazardous substances into the carts.

See pages 7-8 for details on how to request free household chemical pickup or to find other options for disposal.



#7

Bag (some) recyclables

Recyclables may be placed loose or in clear plastic bags in your cart. However, DO NOT put loose, shredded paper in your cart. Instead, put it in securely tied, clear plastic bags to reduce litter. All recycling must fit inside the cart with the lid closed.



#5

Set it out by 7 a.m.

All trash and recycling carts, yard trimmings, bulky waste and household chemicals (HHW) must be set out by 7 a.m. Missed your collection? You can schedule return service for later in the week for a \$45 charge.

#6

Don't place items outside your cart.

Use our DIY disposal options (page 10) to manage extra trash. Any trash left on top of or beside the cart will not be collected.



2021

Recycling Pickup Days

Recycling pick-up occurs every other week on the same day as trash pick-up. Refer to the map on the next page to determine if you fall under Recycling Cycle A or B.

Allen hosts two citywide events to collect items not accepted in Allen's recycling program: Allen Recycles Day and The Great American Cleanup. Find more information on CityofAllen.org and in your water utility bill in March & October.

CYCLE A

CYCLE B

HOLIDAY*

January

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

November

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

*On designated holidays, trash and recycling collection slides one service day. See page 6 for details.

SAVE THE DATES!

APRIL 17, 2021

GREAT AMERICAN CLEANUP

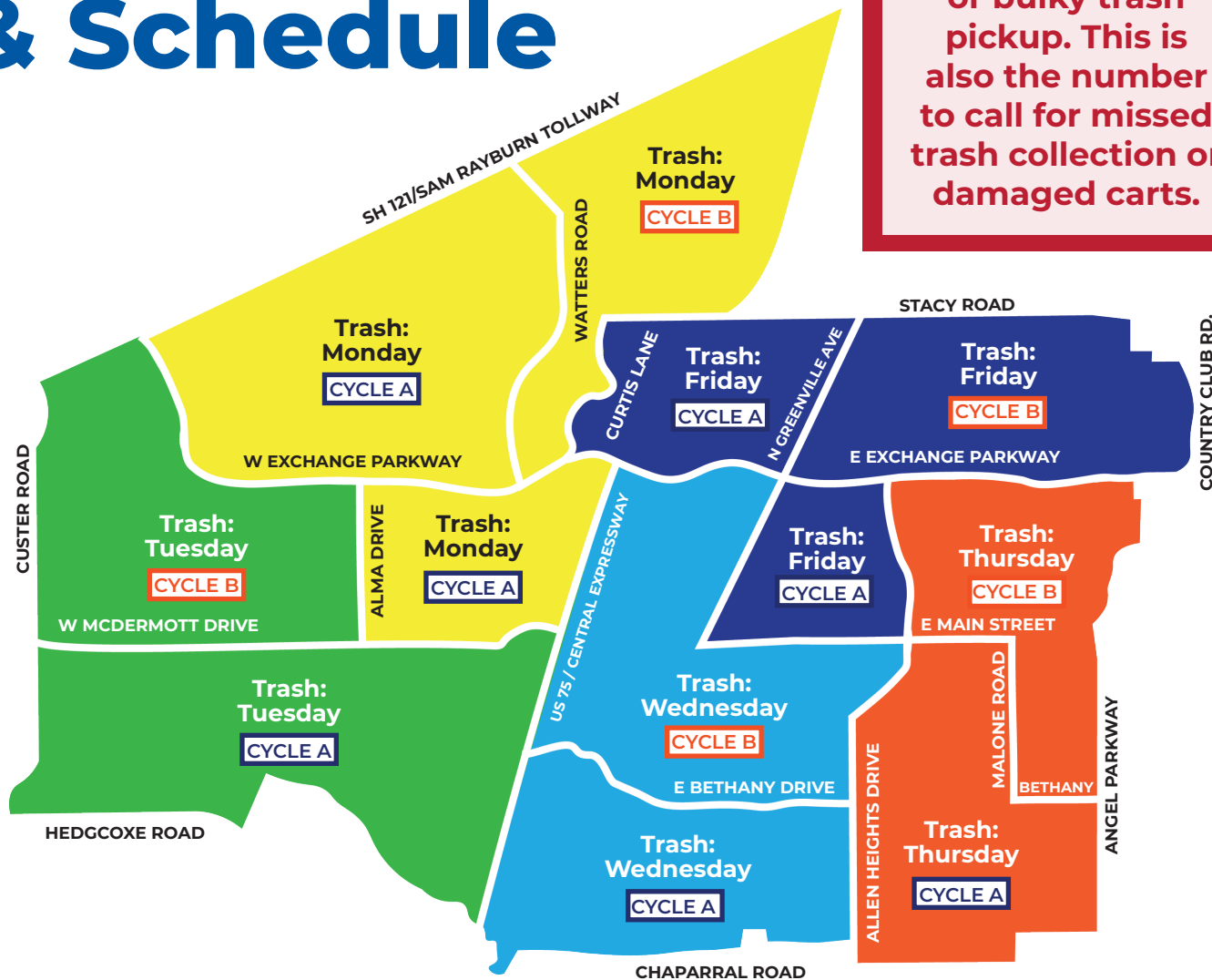
NOVEMBER 6, 2021

ALLEN RECYCLES DAY

FIND YOUR ROUTE!

Collection Map & Schedule

Call CWD at
972.392.9300
(option 2) to
schedule loose
brush collection
or bulky trash
pickup. This is
also the number
to call for missed
trash collection or
damaged carts.



Holidays

Trash and recycling will not be collected on these holidays; collection will slide one service day after the holiday, ending with a Saturday pickup:



- January 1: New Year's Day
- May 31: Memorial Day
- September 6: Labor Day
- November 25: Thanksgiving

(5 extra trash bags may be placed 2 feet away from your cart on your first service day after Christmas)

Severe weather

If severe weather will impact your trash collection, the information will be shared on CityofAllen.org, CommunityWasteDisposal.com, and on *Allen City Television (ACTV)* available on Time Warner Channel 16, Frontier Channel 15 and AT&T U-verse Channel 99.

Following a severe weather event, City staff will determine if the amount of debris meets the requirements to trigger a city-wide cleanup effort. A decision will be made within 72 hours of the weather event and will be posted at CityofAllen.org.



Meet our Fleet!

SIX TRUCKS, ONE MISSION

**See disposal options at CityofAllen.org/HHWGuidelines*



WHEN DOES IT COME?



HOW DO I SCHEDULE?



WHAT IS ACCEPTED?



WHAT IS PROHIBITED?

CWD Trash Service



Weekly, on your assigned trash day. See the map on page 6 to find your trash day. Set carts at the curb by 7 a.m., but no earlier than 6 p.m. the night before pickup.

You don't need to! However, if you miss collection due to setting out carts late, you may schedule a pickup later in the week for a \$45 fee by calling 972.392.9300 (option 2).

Household trash, including spoiled food, smelly diapers, unmatched socks, broken wine glasses, spent pens, dead alkaline batteries and burned-out incandescent lightbulbs.

Construction materials, hot ashes, oil, cleaning chemicals, paint, pool chemicals, car batteries, dead animals over 10 lbs., yard waste (including tree stumps), any liquid or hazardous substances.

CWD Recycling Service



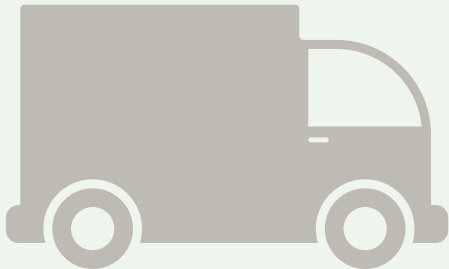
Recycling is collected every other week on your assigned trash day. Find your assigned day on pages 5-6. Set carts at the curb by 7 a.m., but no earlier than 6 p.m. the night before pickup.

Recycling service runs automatically. It is collected every other week on your assigned trash day.

Glass bottles and jars, cereal/soda boxes, newspapers, magazines, soda bottles, yogurt containers, milk cartons, shampoo bottles, tin/steel and aluminum cans. See page 9.

Aluminum foil & baking dishes; Styrofoam or #6 plastics; wire hangers; ceramics, drinking glasses and light bulbs; plastic toys; yard waste & kitchen scraps; trash; HHW. **CWD cannot recycle plastic bags.** Please recycle them at a retail store.

CWD Bulky Waste Pickup



Monthly, based on trash day.
Monday.....1st Saturday of month
Tuesday.....2nd Saturday of month
Wed/Thurs...3rd Saturday of month
Friday.....4th Saturday of month
Place items at your trash collection point before 7 a.m. on day of pickup.

Requests for pickup must be received by noon on the day before your assigned collection. Call CWD at 972.392.9300 (option 2) to schedule.

Up to five items, no heavier than what two people can lift. (Ex: Water heaters, appliances, furniture, mattresses, televisions, tools, refrigerators or freezers. Freon must be removed and certified with a tag on the appliance.)

Construction/remodeling materials, fence materials, tree limbs/trunks, yard trimmings, dead animals, hazardous waste/household chemicals, rugs or carpets larger than 6 feet in any dimension, boxes or bagged trash.

City of Allen HHW Service



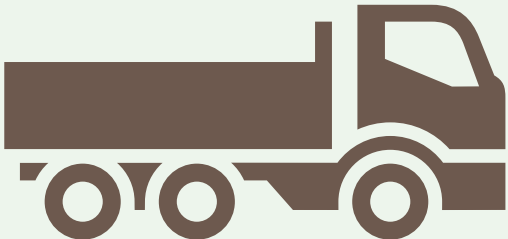
Pickup of household chemicals (also known as household hazardous waste, or HHW) can be scheduled twice per year. Residents are limited to 5 gallons or less per pickup.

Schedule a collection at CityofAllen.org/HHW or by calling 214.509.4551.

Cooking oil, cleaning products, pool chemicals, pesticides, paints/primers, automotive fluid, lighter fluid, soaps/shampoos, oil filters, kerosene, button/auto/rechargeable batteries, propane tanks. Keep liquids in original or labeled containers.

Arsenic, asbestos, biohazards, alkaline batteries, expired medication, medical waste, helium tanks, ammunition/explosives/fireworks*, unlabeled chemicals. Do not mix liquids.

CWD Yard Waste Pickup



Weekly, on your assigned trash day. See the map on page 6 to find your trash day. Place items at your trash collection point, at least two feet away from carts.

Up to 7 bundles or 15 bags of yard waste are collected automatically on your assigned trash day.

Grass clippings, leaves, and plant material placed in biodegradable paper lawn bags; branches no more than 4 inches in diameter, tied in bundles up to 4 ft. long and weighing up to 40 lbs.; emptied and flattened cardboard tied together with biodegradable twine (not loose or in boxes).

Brick, rock, gravel, concrete, dirt, sod, fence panels, tree trunks, root balls, tree branches larger than 4 inches in diameter, plastic bags of yard waste. See loose brush pickup (below) for large quantities of loose brush.

CWD Loose Brush Pickup



Monthly, based on trash day. Place at your trash collection point, at least two feet away from carts.
Monday 1st Wednesday of month
Tuesday ... 2nd Wednesday of month
Wed/Thur...3rd Wednesday of month
Friday.....4th Wednesday of month

Requests for pickup must be received by noon on the day before your assigned collection. Call CWD at 972.392.9300 (option 2) to schedule.

Up to 3 cubic yards (about the size of three washing machines placed side-by-side) of tree and brush trimmings. Branches must be no longer than 6 ft. in length.

Tree debris cut by commercial contractors. Residents must negotiate removal fees when paying a contractor to trim or remove trees.

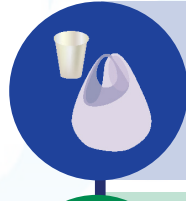
How Do I Get Rid of This?

A VISUAL GUIDE TO SORTING WASTE

#1 plastics, including water and soda bottles with lids, peanut butter jars, mouth-wash bottles (rinse first!)



Plastic bags, aluminum foil or containers, Styrofoam egg cartons, cups or other #6 plastics



#2 plastics, including rinsed milk jugs, shampoo bottles, detergent and bleach bottles



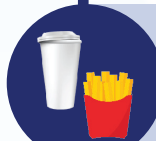
Ceramics, drinking glasses and incandescent light bulbs



#3 plastics, including some spray bottles and clamshell packages



Pizza boxes and other soiled paper products



#4 plastics, including some squeeze bottles



Food waste, plastic straws, alkaline batteries, textiles, dead animals under 10 lbs., broken household items, wire hangers



#5 plastics, including yogurt tubs and some medicine bottles



#7 plastics, including some baby bottles, sippy cups, water bottles and juice containers



All colors of glass bottles & jars (lids removed), aluminum and steel/tin cans (rinse first) and completely empty aerosol containers



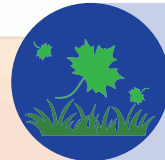
Newspapers, magazines, junk mail, phone books, flattened cardboard and chipboard soft drink/cereal/cracker boxes (no liners)



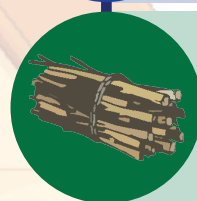
Paper cartons (from milk/juice boxes); Tetra Pak cartons (from broth/wine/protein drinks), frozen food boxes with the recycling symbol



Bagged grass clippings, leaves and other plant material in biodegradable paper lawn bags.



Unbagged brush trimmings tied with biodegradable twine or rope. Branches may be up to 4 inches in diameter. Bundles may be up to 4 feet long and weigh up to 40 lbs.



Up to 5 gallons of labeled cleaning supplies, cooking oil, outdoor chemicals, auto fluids, paint/primer/varnishes, auto/button/rechargeable batteries, soaps, flammable liquids



Recycling



Trash



Yard Waste



Household Chemicals

Before you trash it, consider if you can donate it, recycle it elsewhere or compost it at home.



DIY Disposal

WHEN YOU CAN'T WAIT UNTIL TRASH DAY

Residents may dispose of up to two loads of household trash and/or yard waste per month at facilities listed below. Residents must show a current City of Allen water bill and current Texas drivers license with matching address. Loads must arrive in a car, pickup truck or flat-bed rental truck available at home improvement stores. No commercial loads, stake bed trucks or box trucks are permitted.

Permitted items (up to 8 feet in any dimension) include household garbage, packing material, home and lawn furniture, mattresses and box springs, grills (no propane tanks), lawn mowers (oil and gas removed) and appliances. Specific NTMWD facilities accept certain trash or yard waste for recycling or compost. Before planning a trip, consult the list below or visit NTMWD.com/facilities. Review the full acceptable waste policy at NTMWD.com/documents/acceptable-waste-policy-2/.

ALERT!

NTMWD will strictly enforce limits on construction and demolition (C&D) waste/materials. All vehicles disposing of C&D waste/materials and all dump trailers will be charged a disposal fee.

Questions? Visit the NTMWD website (NTMWD.com/facilities) or call the facilities (phone numbers listed below) for details before you make a trip.

NTMWD Custer Road Transfer Station



**9901 CUSTER ROAD
PLANO, TX**

HOURS

Mon-Sat 8 a.m. to 4:30 p.m.
(except holidays)

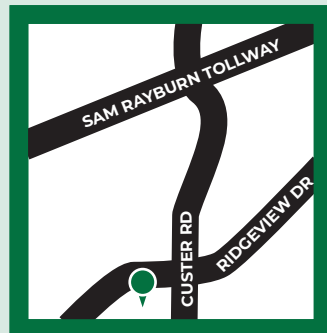
PHONE: 972.727.6341

SPECIAL ITEMS ACCEPTED

- Used oil filters
- Used motor oil
(up to 5 gallons per visit)
- Passenger tires
(up to 4 tires per visit)
- Limited quantity construction and demolition materials: fence panels, soil, brick, and concrete (resident will incur disposal fee)

All appliances taken to this facility are landfilled. Appliances with Freon are not accepted.

Texas Pure Products Wood Grinding Facility



**9901 CUSTER ROAD
PLANO, TX**

HOURS

Mon-Sat 8 a.m. to 4:30 p.m.
(except holidays)

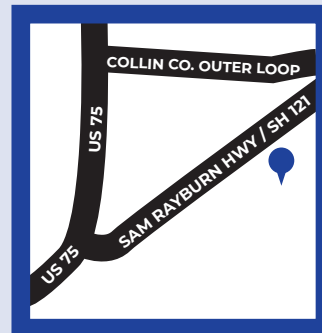
PHONE: 214.495.7389

SPECIAL ITEMS ACCEPTED

- Yard trimmings and tree limbs
- Lumber (untreated, unstained, unpainted; no nails or metal brackets)
- Bagged leaves and grass clippings in paper bags
- Pallets (clean, unstained)
- Cardboard

Compost may be purchased and delivered from Texas Pure Products (texaspureproducts.com). See back cover for coupon.

NTMWD 121 Regional Disposal Facility



**3820 SAM RAYBURN HWY/SH 121
MELISSA, TX**

HOURS

Mon-Fri 7 a.m. to 5 p.m.
Saturday 8 a.m. to 3 p.m.
(except holidays)

PHONE: 469.626.4452

SPECIAL ITEMS ACCEPTED

- Construction and demolition materials (resident will incur disposal fee)

Brick, rock, gravel, concrete, dirt, sod, carpet and fence panels must be taken to this facility and will incur a disposal fee to be paid by resident. No uncovered/unsecured loads will be accepted.

NTMWD Parkway Transfer Station



**4030 W PLANO PARKWAY
PLANO, TX**

HOURS

Mon-Sat 8 a.m. to 4:30 p.m.
(except holidays)

PHONE: 972.596.8709

SPECIAL ITEMS ACCEPTED

- Household appliances*
- Appliances with Freon
- Water heaters
- Grills (no propane tanks)*
- Lawn mowers (oil and gas removed)*

*These items may be recycled



305 Century Parkway
Allen, Texas 75013

PRSRT STD
US POSTAGE
PAID
PERMIT NO. 13

LOCAL POSTAL CUSTOMER

Report issues, schedule collections and more with the new MyAllen app


- Get email or text alerts on your trash and recycling day
- Schedule Household Hazardous Waste (HHW)/ Chemical collection
- Make service requests and report collection problems

DOWNLOAD APP OR REPORT ONLINE AT:
CITYOFALLEN.ORG/MYALLEN



MyAllen is available for:
iOS | Android | Mobile/Web Browsers

**Have the old app? Delete it and download the version featuring this logo, then create a new username and password to get started.*






LOCALLY PRODUCED FOR LOCAL SOILS
texaspureproducts.com

City of Allen

10% off product of choice or 50% off delivery on purchase of 5cy or more 1 coupon per household

Coupon Code Allen2021



Redeem at Texas Pure Retail
9901 Custer Rd., Plano 75025

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:	September 28, 2021
SUBJECT:	Adopt a Resolution Establishing Rates and Fees for Commercial and Residential Solid Waste, Recycling, and Household Hazardous Waste Services.
STAFF RESOURCE:	Steve Massey, Director, Community Services Lee Battle, Director, Community Enhancement
PREVIOUS COUNCIL ACTION:	On May 25, 2021, City Council approved the current Solid Waste Rate Resolution No. 3831-5-12 (R).
ACTION PROPOSED:	Adopt a Resolution Establishing Rates and Fees for Commercial and Residential Solid Waste, Recycling, and Household Hazardous Waste Services.

BACKGROUND

City Staff is proposing to enhance residential bulk waste services provided by Community Waste Disposal (CWD). The proposal stems from the facts that:

- Residents forget to call in to CWD to schedule monthly bulk waste collections;
- Residents often place out for collection more than the limit of five (5) items for bulk collection, thus leaving materials that are not collected to be dealt with.

Both the Community Services and Community Enhancement Departments worked with CWD to explore opportunities for bulk waste program enhancement. Staff concluded that CWD should:

- Convert the program from a limit of five (5) qualifying bulk items to a volume of six (6) cubic yards of qualifying items. This is a volume of three (3) feet by three (3) feet by eighteen (18) feet; or about six (6) typical washing machines placed side by side.
- Stop requiring residents to call in to CWD to schedule their monthly bulk waste collections. In the proposal, CWD will drive all the streets and alleys on the specified Saturday bulk collection week and collect qualifying set out bulk materials up to the six cubic yard volume.

CWD's proposal to accommodate these changes was an increase in residential monthly waste services fee paid by the City to CWD of \$0.66. This increase will take Allen's monthly residential fee paid to CWD from \$7.92 to \$8.58 per month.

Due to the financial health of the Waste Services Enterprise Fund, this additional cost of approximately \$237,600 in FY22 can be completely absorbed by the fund without necessitating a residential waste services cost increase. A monthly fee of \$15.59 has been the residential waste services rate since June of 2010.

The North Texas Municipal Water District (NTMWD) Solid Waste member cities include Allen, Plano, Richardson, McKinney and Frisco. Every member city offers slightly different residential waste services, so

comparing charges to customers is not a direct comparison. However, the average cost for typical residential services among the five (5) member cities is now \$17.33 per month. The costs vary from \$15.59 to \$19.40 per month. Allen's monthly residential cost of \$15.59 is very competitive with the residential charges of other NTMWD Solid Waste System Member Cities.

Comparison of the Residential Rates of NTMWD Solid Waste Member Cities		
City	Residential Rate Now	Comments
Allen	\$15.59	No FY21-22 rate increase to residents. \$15.59 = \$15.02 Trash + \$0.57 HHW
Frisco	\$16.00	Rate increase being considered for FY21-22. Rate increase is not in the \$16.00.
McKinney	\$18.56*	*Includes a \$1.60 increase (10%) that was effective July 1, 2021.
Plano	\$17.10	No increase planned for FY 21-22.
Richardson	\$19.40	Rate increase being considered for FY21-22. Rate increase is not in the \$19.40.
Current Average Rate	\$17.33	

The City's payments to CWD for residential waste services are adjusted annually by the Department of Labor Consumer Price Index. Staff establishes the payment rates in the Waste Services Rate Resolution. The current Rate Resolution, No. 3851-5-21(R), took effect on June 1, 2021. At that time, the payment rate to CWD for residential services was set at \$7.92 per home per month. The attached rate resolution is identical to the June 1, 2021 Resolution; with the one exception that it sets \$8.58 as CWD's new monthly payment for residential services. This increase reflects the CWD cost of \$0.66 per home per month to provide enhanced bulk waste services. The rate resolution does not change residential payments to the City. It also does not change any of the commercial services rates that are in the Resolution.

BUDGETARY IMPACT

Staff projects that the cost of this enhancement will be \$237,600 to the Waste Services Enterprise Fund in FY22. The FY22 Waste Services fund budget was developed with a \$300,000 contingency in CWD payments to use to fund a bulk waste program enhancement that was being considered as the budget was developed. Therefore, there is no budget adjustment required to implement this enhancement period. The fund will maintain its fund reserve above upper end of the guideline 90 to 120 days of reserve through the end of FY22; with a projected fund reserve balance of \$3,180,422 providing 154 days of fund reserve.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt a Resolution establishing rates and fees for commercial and residential solid waste, recycling, and household hazardous waste services.

MOTION

I make a motion to adopt Resolution No. _____ establishing rates and fees for commercial

and residential solid waste, recycling, and household hazardous waste services.

ATTACHMENTS:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ESTABLISHING FEES AND RATES FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Code of Ordinances of the City of Allen authorizes the City Council to amend the fees and rates for solid waste and household hazardous waste collection services by Resolution.

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

SECTION 1. The City Council of the City of Allen, Texas, hereby establishes the following residential and commercial solid waste and household hazardous waste collection service fees:

1. RESIDENTIAL Solid Waste Services

(Garbage, bulk, recycling, yard waste, Christmas tree composting, and Household Hazardous Waste (HHW))

Residential rate per month to CWD	\$8.58
Residential rate per month to City	\$15.59
Senior rate (residential customers who are 65 years of age or older and who own or lease and occupy the residence) per month; 20% discount from standard rate	\$12.47
Additional garbage poly-cart per month to CWD	\$4.62
Additional garbage poly-cart per month resident to City	\$8.89
Additional recycle poly-cart per month to CWD	\$2.37
Additional recycle poly-cart per month resident to City	\$2.10
Replace lost/stolen garbage or recycle poly-cart to CWD	\$85.76

2. COMMERCIAL Solid Waste Services

All commercial costs in Paragraph 2 include the City of Allen's 15% Franchise Fee

- **Side Loading Commercial Trash Poly-Carts** (All Disposal Weight Charges Included in Cost)

One (1) poly-cart per month	\$19.55
Two (2) poly-carts per month	\$36.54
Three (3) poly-carts per month	\$51.54
Three commercial trash poly cart maximum per account	

- **Front Loading Trash Dumpsters** (All Disposal Weight Charges Included in Cost)

Monthly rates:

3 Cubic Yard Container

One time per week	\$97.35
Two times per week	\$188.69
Three times per week	\$259.95

4 Cubic Yard Container

One time per week	\$106.70
Two times per week	\$200.43
Three times per week	\$290.47

Four times per week	\$369.70
Five times per week.....	\$442.06
Six times per week	\$505.95
6 Cubic Yard Container	
One time per week.....	\$131.76
Two times per week	\$246.76
Three times per week	\$352.80
Four times per week	\$449.83
Five times per week.....	\$537.88
Six times per week	\$615.62
8 Cubic Yard Container	
One time per week.....	\$155.27
Two times per week	\$288.70
Three times per week	\$413.84
Four times per week	\$528.64
Five times per week.....	\$633.24
Six times per week	\$727.44
• Extra pickups	
3 cu. yd. containers per pickup.....	\$45.87
4 cu. yd. containers per pickup.....	\$48.33
6 cu. yd. containers per pickup.....	\$53.25
8 cu. yd. containers per pickup.....	\$58.12
• Refills	
3 cu. yd. containers per refill	\$32.95
4 cu. yd. containers per refill	\$35.27
6 cu. yd. containers per refill	\$40.39
8 cu. yd. containers per refill	\$45.30
• Front Load Trash Compactors	
2 cu. yd. containers per pickup.....	\$87.60
3 cu. yd. containers per pickup.....	\$101.84
4 cu. yd. containers per pickup.....	\$111.63
6 cu. yd. containers per pickup.....	\$138.02
• Roll Off Trash Compactor Containers- Disposal Weight Charge of \$44.20	
per ton is added for all tonnage over 6 tons (12,000 pounds)	
Trip Charge/Dry Run/Container not Available - weekday.....	\$122.83
Trip Charge /Dry Run/Container not Available - weekend.....	\$159.19
Haul charges -	
20 cu. yd. per load - weekday.....	\$343.80
20 cu. yd. per load - weekend.....	\$380.17
35 cu. yd. per load - weekday.....	\$481.15
35 cu. yd. per load - weekend.....	\$517.50
42 cu. yd. per load - weekday.....	\$536.45
42 cu. yd. per load - weekend	\$572.80

- **Open Top Roll Off Trash/Construction Waste Containers-** Disposal Weight Charge of \$44.20 per ton is added for all tonnage over 6 tons (12,000 pounds)

Delivery – weekday	\$117.92
Delivery – weekend.....	\$152.81
Trip Charge (Dry Run) - weekday.....	\$117.92
Trip Charge (Dry Run) - weekend.....	\$152.81
Weekly Rental	\$44.95
Monthly Rental	\$194.56
Haul charge to Melissa Landfill - weekday.....	\$534.76
Haul charge to Melissa Landfill - weekend.....	\$569.68

3. SPECIAL COLLECTIONS

- **Appliances: Listed Below**..... \$31.51
Stoves, ovens, water heaters, furnaces, garbage compactors, etc.; refrigerators, freezers and ice makers (refrigerant professionally removed and certified)
- **Furniture: Listed Below**..... \$22.71
Couch, bed, love seat, tables, EZ chairs, etc.

4. COMMERCIAL SPECIAL RECYCLING SERVICES

- Mandatory commercial apartment recycling
Price per month per apartment unit charged to apartment owner/operator \$0.68
- 95-gallon ASL Recycling Cart - charge per month..... \$13.58
- Additional (up to two additional carts) 95- gallon ASL Recycling Cart
- charge per extra Cart per month..... \$10.88
- Franchisee will provide site specific fees for commercial recycling collections based on the type and volume of recyclables, the type of recycling container, and the frequency of collection
- Cardboard collected in Front Load 8 Cubic Yard Containers

	Monthly <u>Recycle Fee</u>	Monthly <u>Trash Fee</u>	Savings/Month <u>by Recycling</u>
○ One pickup per week	\$108.92	\$155.27	\$46.35
○ Two pickups per week	\$202.50	\$288.70	\$86.20
○ Three pickups per week	\$290.22	\$413.84	\$123.62
○ Four pickups per week	\$370.64	\$528.64	\$158.00
○ Five pickups per week	\$443.26	\$633.24	\$189.98
○ Six pickups per week	\$509.21	\$727.44	\$218.23

- Roll Off Recycling Containers- Larger Volume Commercial Recyclers

	<u>Fee Per Haul</u>	<u>Trash Haul Fee</u>	Savings/Haul <u>by Recycling</u>
○ Roll Off Cont. Weekday	\$365.52	\$534.76	\$169.24
○ Roll Off Cont. Weekend	\$396.85	\$569.68	\$172.83
○ Trip Charge Weekday	\$122.84	Dry Run/Container not Available to Service	
○ Trip Charge Weekend	\$159.18	Dry Run/Container not Available to Service	

- Additionally, larger volume Roll off Recyclers qualify for recycling profit sharing rebate to further encourage recycling. The customer rebate from profits vary from 40 to 85 percent of the net value of the commodity sold. The standard profit-sharing template is incorporated into the current franchised waste carrier's current contract.
- For unique recycling requirements, the franchisee will develop special cost proposals that the City will review before presentation to the customer. Unique situations include special recycling circumstances

such as when businesses are striving for Leadership in Energy and Environmental Design (LEED) certification for facilities under construction or renovation.

5. COMMERCIAL SPECIAL SERVICES

All commercial costs in paragraph 5 include the City of Allen's 15% Franchise Fee

- Deodorize containers – per container..... \$65.76
- Caster container– per collection per container moved by contractor (≤ 4 cu. yd.) \$11.83
- To unlock gates and open and close gates – per pickup..... \$9.22
- To unlock secured trash containers – per pickup \$9.22
- Signed receipts – per pickup..... \$9.22

6. OTHER CHARGES

- Returned check fee..... \$26.11

SECTION 2. All provisions of the Resolutions of the City of Allen, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Resolution which shall remain in full force and effect.

SECTION 4. This Resolution shall take effect from and after its passage except that service fees established herein shall take effect for services provided beginning October 1, 2021.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 28TH DAY OF SEPTEMBER 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE: September 28, 2021

SUBJECT: Adopt a Resolution Establishing the Water and Sewer Rates Recommended for Fiscal Year 2021-2022.

STAFF RESOURCE: Steve Massey, Community Services Director
Pete Phillis, Chief Financial Officer

PREVIOUS COUNCIL ACTION: On September 8, 2020, the Allen City Council approved the current Water and Sewer Rate Resolution No. 3775-9-20 (R).

ACTION PROPOSED: Adopt a Resolution Establishing the Water and Sewer Rates Recommended for Fiscal Year 2021-2022.

BACKGROUND

The City of Allen continues to face operating cost increases from the North Texas Municipal Water District (NTMWD) as well as the need to fund water and sewer system maintenance and capital improvements internal to the City's water and sewer systems. We are experiencing increased internal expenses that are due to City growth and requirements to comply with the wastewater Capacity, Management, Operations and Maintenance (CMOM) Program. The City developed the CMOM program following a 2015 inspection by the Environmental Protection Agency (EPA) and the Texas Commission on Environmental Quality (TCEQ). It is also important that the City plan water and sewer rates to assure the Water and Sewer Fund can financially support new water and sewer infrastructure, have the capital improvement funding to replace or rehabilitate the older parts of the water and sewer system reaching the end of their life cycles, and pay its debt service.

Almost all water and sewer fund revenues are from water and sewer charges to customers. Water revenues make up about 56 percent of the total fund revenues while wastewater revenues make up about 40 percent of the total fund revenues.

NTMWD Cost Increases:

In the FY22 projected water and sewer fund budget, NTMWD expenses represent about 56 percent of all fund expenses. The District's rates are increasing due to capital improvement/debt service costs associated with providing water and wastewater services to a rapidly growing service population, to provide for the operations and maintenance (O&M) of its aging infrastructure, and to make expenditures/investments related to new Federal and State regulation. A list of recent and ongoing NTMWD key projects and related costs are in the table below.

Key NTMWD Projects	Cost
Lake Texoma Water Pipeline	\$300 Million
Ozone Disinfection	\$125 Million

New Bois d'Arc Lake/Water Plant/Water Lines in Fannin County	\$1.6 Billion
New Trinity River Water Source	\$120 Million
Wylie Water Plant Projects	\$106 Million
Three Ground Storage Tanks	\$27 Million
New Regional Wastewater Plant on Hwy 380 in McKinney by 2023	\$500 Million
Wilson Creek Wastewater Plant Expansions	\$135 Million
New Water/Sewer O&M Projects	\$50 Million

For Fiscal Year 2022, the NTMWD wholesale water rate will remain at a cost of \$2.99 per thousand gallons.

To fund increasing City operational costs and continued investment in capital improvements of the water system, the City will increase the water minimum bill by eight (8) percent, and the water volumetric rate by two (2) percent. This is about a six (6) percent net rate increase.

For Fiscal Year 2022, the wholesale wastewater transport and treatment payments to NTMWD for the City's expected wastewater flows will increase about six (6) percent. Due to this NTMWD payment increase and to serve our internal sewer revenue requirements, the City will increase sewer minimum bill and volumetric rates by eight (8) percent in FY21.

In the Water and Sewer Rate Tables below, the current rate resolution charges that took effect November 1, 2020, are shown in the rates in the column titled "Nov 1, 2020." The proposed rates appear in the column titled "Nov 1, 2021." The Tables below provide a representative summary of water and wastewater billing charges by rate class and meter size. The attached Rate Resolution provides a complete reference of all rate classes and rates.

TABLE 2 - Proposed Increases in Water and Sewer Rates as Developed by the 2019 Water and Sewer Rate Study Update			
WATER RATE RECOMMENDATION			
	Nov 1, 2020	Nov 1, 2021	Increase
Minimum Charge - All Classes; Includes the first 1,500 Gallons of Water			
5/8" Meter	\$13.08	\$14.13	\$1.05
3/4" Meter	\$21.82	\$23.57	\$1.75
1" Meter	\$34.90	\$37.69	\$2.79
1-1/2" Meter	\$43.61	\$47.10	\$3.49
2" Meter	\$87.26	\$94.24	\$6.98
3" Meter	\$130.89	\$141.36	\$10.47
4" Meter	\$174.50	\$188.46	\$13.96
6" Meter	\$436.25	\$471.15	\$34.90
Volume Rate per 1,000 Gallons - Residential			
1,501 -- 15, 000	\$4.32	\$4.41	\$0.09
15,001 -- 25,000	\$5.41	\$5.52	\$0.11
25,001 -- 50,000	\$6.76	\$6.90	\$0.14
50,001 -- Above	\$10.37	\$10.58	\$0.21
Volume Rate per 1,000 Gallons - Irrigation Only at Commercial/Schools/Apts			
All usage	\$7.25	\$7.40	\$0.15

Volume Rate per 1,000 Gallons - Commercial/Schools/Apartments/Domestic			
1,501 -- 4,000	\$2.98	\$3.04	\$0.06
4,001 -- Above	\$3.71	\$3.78	\$0.07

WASTEWATER RATE RECOMMENDATION			
	Nov 1, 2020	Nov 1, 2021	Increase
Residential Rate Class			
Minimum Charge Includes first 1,500 Gal	\$28.80	\$31.10	\$2.30
1,501 -- 10,000 Gal Volume Rate - 10,000 Gal Maximum	\$3.55	\$3.83	\$0.28
Commercial/Apartment/Industrial Rate Class			
Minimum Charge Includes first 1,500 Gal	\$35.74	\$38.60	\$2.86
Volume Rate/1,000 Gal Unlimited > 1,500 Gal	\$4.68	\$5.05	\$0.37
Schools/Municipal Rate Class			
Minimum Charge Includes first 1,500 Gal	\$31.25	\$33.75	\$2.50
Volume Rate/1,000 Gal Unlimited > 1,500 Gal	\$4.14	\$4.47	\$0.33

The City uses 10,000 gallons as a benchmark for measuring the combined monthly cost impact of both water and sewer rate increases as the average annual Allen residential monthly water use is 9,500 gallons per month. The monthly impact of the recommended water and wastewater on a residential account using 10,000 gallons: the current \$108.78 bill would increase to \$115.27, an increase of \$6.49 per month. This is about a 6% percent rate increase.

The monthly impact of the recommended water and wastewater rate changes on a commercial account with a 2-inch water meter using 50,000 gallons: the current \$528.09 bill would increase to \$559.25; an increase of \$31.16 per month. This is about a 5.9% rate increase.

The proposed rate resolution also establishes volumetric charges (surcharges) for periods of constrained water supply in Section 3 of the resolution. This section of the rate resolution is for initiation based upon the North Texas Municipal Water District requesting a drought rate surcharge to be implemented due to constrained water supply. Section 3 of the rate resolution reflects water rate surcharges from 25 percent up to 150 percent. The surcharge amounts are not applied to inside building (domestic) uses in the non-residential rate category. The surcharge is applied to residential consumption above 15,000 gallons; and the irrigation, fire protection, and construction (fire hydrant meter) rate classes above 1,500 gallons of usage. The resolution specifies the initiation and termination of a rate surcharge to be upon NTMWD's request; with the charge being initiated and/or terminated on billings mailed the first day of the month after NTMWD requests the charge to be initiated or terminated.

BUDGETARY IMPACT

The increase in water and sewer fees will result in approximately 6.6% percent increase in water and wastewater revenues in FY22.

STAFF RECOMMENDATION

Staff recommends that the City Council Adopt a Resolution Establishing the Water and Sewer Rates Recommended for Fiscal Year 2021-2022.

MOTION

I make a motion Adopt Resolution No. _____ Establishing the Water and Sewer Rates Recommended for Fiscal Year 2021-2022.

ATTACHMENTS:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ESTABLISHING SANITARY SEWER CHARGES AND WATER SERVICE CHARGES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, due to the service costs for the purchase of water and treatment of wastewater from the North Texas Municipal Water District and increased operating expenses within the Water and Sewer Fund; the Allen City Staff finds it in the best interest of the City to recommend that the fees for sanitary sewer charges and water service charges be increased; and,

WHEREAS, the City Council further finds that the continuation of a tiered year-round water conservation rate structure for water will encourage water conservation; and,

WHEREAS, the City Council further finds that it is prudent to establish water rates to be implemented during periods of constrained water supply.

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

SECTION 1. The following Sanitary Sewer Charges are hereby established.

SANITARY SEWER CHARGES

- (1) *Monthly minimum charge.* The following minimum charges are based on the first one thousand five hundred (1,500) gallons.
 - a) Thirty-one dollars and ten cents (\$31.10) for all separately metered single-family dwelling units and other dwelling units separately metered for water.
 - b) Thirty-three dollars and seventy-five cents (\$33.75) for schools and municipal customers.
 - c) Thirty-eight dollars and sixty cents (\$38.60) for other than residential customers, including mobile home parks and apartment complexes, commercial and industrial customers.
- (2) *Volumetric charge.*
 - a) 1,500 – 10,000 gallons: Three dollars and eighty-three cents (\$3.83) per one thousand (1,000) gallons for all separately metered single-family dwelling units and other dwelling units separately metered for water. The volumetric charge for this rate class is capped at 10,000 gallons of water.
 - b) The maximum charge for single-family residential sewer service shall be sixty-three dollars and sixty-six cents (\$63.66) per month.
 - c) All water consumption over 1,500 gallons: Four dollars and forty-seven cents (\$4.47) per thousand (1,000) gallons for schools and municipal customers.
 - d) All water consumption over 1,500 gallons: Five dollars and five cents (\$5.05) per thousand (1,000) gallons for other than residential customers, including mobile home parks and apartment complexes, commercial and industrial customers.
- (3) *Charges for Outdoor Trash Enclosures with Sanitary Sewer Drains.*
 - a) Single Enclosure approximately ten (10) feet by ten (10) feet in size – Seventeen dollars and ninety-five cents (\$17.95) per month. Enclosure approximately ten (10) feet by twenty (20) feet in size – Thirty-five dollars and ninety cents (\$35.90) per month.
 - b) Enclosures of varying sizes charged at a rate of seventeen point ninety-five cents (\$0.1795) per square foot of enclosure area per month.
 - c) The City Manager or their designated representative is authorized to subjectively reduce these charges by up to 50% for outdoor trash enclosures that are designed with roofs, sidewalls, and final surrounding surface grades that effectively stop the introduction of storm water into the enclosures.

SECTION 2. The following Water Service Charges are hereby established.

WATER SERVICE CHARGES

- (1) *Monthly minimum charge.* The following minimum monthly charges are based on the meter size and include the cost of one thousand five hundred (1,500) gallons of water usage:

For a 5/8-inch standard meter	\$14.13
For a 3/4-inch standard meter	\$23.57
For a 1-inch standard meter	\$37.69
For a 1-1/2-inch standard meter	\$47.10
For a 2-inch standard meter	\$94.24
For a 3-inch standard meter	\$141.36
For a 4-inch standard meter	\$188.46
For a 6-inch standard meter	\$471.15

- (2) *Volumetric charge.* Water consumption in excess of one thousand five hundred (1,500) gallons shall be charged at the following rate per one thousand (1,000) gallons of water usage or fraction thereof:

Residential customer

0-1,500	Monthly minimum charge
1,501- 15,000	\$4.41 per 1,000 gallons
15,001- 25,000	\$5.52 per 1,000 gallons
25,001- 50,000	\$6.90 per 1,000 gallons
Over 50,001	\$10.58 per 1,000 gallons

Non-Residential customers (commercial, industrial, municipal, apartment complexes, schools)

0-1,500	Monthly minimum charge
1,501- 4,000	\$3.04 per 1,000 gallons
Over 4,000	\$3.78 per 1,000 gallons

Irrigation and Fire Protection

0-1,500	Monthly minimum charge
Over 1,500	\$7.40 per 1,000 gallons

Construction Fire Hydrant Meters – All 3” Meters

0-1,500	Monthly minimum charge
Over 1,500	\$5.20 per 1,000 gallons

SECTION 3. The following Volumetric Charges for periods of constrained water supply are hereby established.

VOLUMETRIC CHARGES FOR PERIODS OF CONSTRAINED WATER SUPPLY

- (1) *Volumetric charges for periods of constrained water supply.* Water consumption in excess of one thousand five hundred (1,500) gallons shall be charged at the rate recommended or requested by NTMWD, or if no specific surcharge is recommended at the following rate per one thousand (1,000) gallons of water usage or fraction thereof commencing on billings mailed the first day of the month after the North Texas Municipal Water District recommends or requests a rate surcharge be implemented. The City will withdraw this rate surcharge from billings mailed the first day of the month after the North Texas Municipal Water District recommends or requests a rate surcharge be removed.

Drought and Emergency Water Rates per 1,000 Gallons

Residential Customer:

Charge Increase Percentage	0%	25%	50%	75%	100%	125%	150%
0--1,500 gallons	Same monthly minimum charge						
1,501--15,000 gallons	\$4.41	\$4.41	\$4.41	\$4.41	\$4.41	\$4.41	\$4.41
15,001--25,000 gallons	\$5.52	\$6.90	\$8.28	\$9.66	\$11.04	\$12.42	\$13.80
25,001--50,000 gallons	\$6.90	\$8.63	\$10.35	\$12.08	\$13.80	\$15.53	\$17.25
Over 50,001	\$10.58	\$13.23	\$15.87	\$18.52	\$21.16	\$23.81	\$26.45

Non-Residential customer (commercial, industrial, municipal, apartments, schools):

Charge Increase Percentage	0%	25%	50%	75%	100%	125%	150%
0--1,500 gallons	Same monthly minimum charge						
1,501-4,000 gallons	\$3.04	\$3.04	\$3.04	\$3.04	\$3.04	\$3.04	\$3.04
Over 4,000	\$3.78	\$3.78	\$3.78	\$3.78	\$3.78	\$3.78	\$3.78

Irrigation and Fire Protection:

Charge Increase Percentage	0%	25%	50%	75%	100%	125%	150%
0--1,500 gallons	Same monthly minimum charge						
Over 1,500 gallons	\$7.40	\$9.25	\$11.10	\$12.95	\$14.80	\$16.65	\$18.50

Construction Fire Hydrant Meters:

Charge Increase Percentage	0%	25%	50%	75%	100%	125%	150%
0--1,500 gallons	Same monthly minimum charge						
Over 1,500 gallons	\$5.20	\$6.50	\$7.80	\$9.10	\$10.40	\$11.70	\$13.00

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

SECTION 5. All prior Resolutions of the City of Allen, Collin County, Texas, in conflict with the provisions of this Resolution, and the same are hereby repealed; provided, however, that all other provisions of said Resolutions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 6. This Resolution shall take effect on November 1, 2021, by use of pro-rated monthly consumption, 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 28TH DAY OF SEPTEMBER 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE:	September 28, 2021
SUBJECT:	Appoint to Fill a Vacancy in Place No. 4 on the Parks and Recreation Board.
STAFF RESOURCE:	Shelley B. George, City Secretary
ACTION PROPOSED:	Appoint to Fill a Vacancy in Place No. 4 on the Parks and Recreation Board.

BACKGROUND

The Council Nominating Committee has conducted interviews with applicants to fill expiring terms and vacancies on all City Boards, Commissions, and Committees. Appointments will made to fill the following unexpired vacancy:

Parks and Recreation Board
Place No. 4
Term Expiration: September 30, 2022

MOTION

I make a motion to nominate _____ as recommended by the Council Nominating Committee to fill the unexpired term in Place No. 4 on the Parks and Recreation Board and set an expiration of September 30, 2022.