



**AGENDA
CITY OF ALLEN
CITY COUNCIL REGULAR MEETING
SEPTEMBER 10, 2019 - 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.]

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.]

2. Approve Minutes of the August 27, 2019, Regular City Council Meeting.
3. Adopt an Ordinance Amending the Code of Ordinances, Chapter 9, 'Motor Vehicles and Traffic,' Amending the Maximum Prima Facie Speed Limit on Station Park Drive, Victorian Drive, Stacy Road, Angel Parkway, State Highway 121 South Frontage Road, FM 1378, FM 2551, and FM 2786 Within the Corporate Limits of the City.
4. Adopt an Ordinance Approving a Negotiated Settlement Between the Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division Regarding the Company's 2019 Rate Review Mechanism (RRM) Filing.
5. Adopt a Resolution Designating *The Allen American* and *The Dallas Morning News* as Official Newspapers of the City of Allen for Fiscal Year 2019-2020.
6. Adopt a Resolution Appointing Members to Fill Expiring and Vacant Terms on the Board of Directors for Tax Increment Financing (TIF) Reinvestment Zone

No. 1 (Garden District).

7. Adopt a Resolution Reappointing Members to Fill Expiring Terms on the Board of Directors for Tax Increment Financing (TIF) Reinvestment Zone No. 2 (Central Business District).
8. Adopt a Resolution Reiterating the Historical, Architectural, and Cultural Significance of the Central Business District.
9. Adopt a Resolution Approving a Charity Care Policy to Continue Participation in the Texas Ambulance Services Supplemental Payment Program for Emergency Management Services.
10. Authorize the City Manager to Execute an Interlocal Agreement with Dallas Area Rapid Transit (DART) for the Provision of Demand Response Transportation Services for the Elderly and Disabled.
11. Award Bid and Authorize the City Manager to Execute the Purchase of Water and Sewer Parts and Supplies with Core and Main DBA HD Supply Waterworks, Ferguson Waterworks and APSCO Supply for an Annual Amount of \$100,000 for One Year with Options for Two (2) One-Year Renewals.
12. Award Bid and Authorize the City Manager to Execute a Professional Services Agreement with Destination Innovate, LLC, for Marketing Agency Services for the Allen Convention and Visitors Bureau in the Annual Amount of \$180,000 with Four (4) Optional One-Year Renewals.
13. Award Bid and Authorize the City Manager to Execute a Contract with Four Star Excavating for the Construction of the Allenwood Drainage Improvement Water Line Lowering Project in the Amount of \$365,117.
14. Accept Required Certifications from the Tax Assessor/Collector's Office Including the Certifications Rate for the 2019 Tax Year, the Certification of Excess Debt Collections for the 2018 Tax Year and the 2019 Appraisal Roll.

Regular Agenda.

15. Adopt an Ordinance Approving the Fiscal Year 2019-2020 Budget, Amending the Fiscal Year 2018-2019 Budget, and Approving the 2020-2024 Capital Improvement Program.
16. Adopt an Ordinance Setting the Tax Rate for the Fiscal Year 2019-2020 Budget.

Other Business.

17. Calendar.
18. 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.)

19. 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 6, 2019 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

AGENDA DATE: September 10, 2019

SUBJECT: Approve Minutes of the August 27, 2019, Regular City Council Meeting.

STAFF RESOURCE: Shelley B. George, City Secretary

ATTACHMENTS:

Minutes

ALLEN CITY COUNCIL

REGULAR MEETING

AUGUST 27, 2019

Present:

Stephen Terrell, Mayor

Councilmembers:

Gary L. Caplinger, Mayor Pro Tem

Kurt Kizer

Carl Clemencich

Lauren Doherty

Chris Schulmeister

Baine Brooks

City Staff:

Eric Ellwanger, City Manager

Rebecca Vice, Assistant City Manager

Tim Dentler, Assistant City Manager (absent)

Shelley B. George, City Secretary

Teresa Warren, Director, Public and Media Relations Office

Lauren Field, 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 Terrell at 6:10 p.m. on Tuesday, August 27, 2019, in the Council Chambers of the Allen City Hall, 305 Century Parkway, Allen, Texas.

- 1. Property Assessed Clean Energy Program Overview.**
- 2. Update Regarding Strategies for Coyote Management.**
- 3. Committee Updates from City Council Liaisons.**
- 4. Questions on Current Agenda.**

With no further discussion, the Workshop Session of the Allen City Council was adjourned at 7:05 p.m. on Tuesday, August 27, 2019.

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 Terrell at 7:10 p.m. on Tuesday, August 27, 2019, in the Council Chambers of the Allen City Hall, 305 Century Parkway, Allen, Texas.

Pledge of Allegiance

- Members of Webelos Pack 306 Posted the Colors and lead the Pledge of Allegiance.

Public Recognition

1. **Citizen Comments.**
2. **Presentation of a Ceremonial Check from LegacyTexas Bank Commemorating their Partnership with the City's Property Improvement Program.**
3. **Presentation of Proclamation by the Office of the Mayor.**
 - Present a Proclamation to Jed Tamayo, Municipal Court Administrator, Proclaiming August 27, 2019, as "Teen Court Day."

Consent Agenda

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

4. **Approve Minutes of the August 13, 2019, Regular City Council Meeting.**
5. **Approve Minutes of the August 16-18, City Council Budget Workshop.**
6. **Adopt an Ordinance Amending the Code of Ordinances Chapter 6, Article VIII, "Environmental Health."**

ORDINANCE NO. 3692-8-19: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE CODE OF ORDINANCES CHAPTER 6 "HEALTH AND ENVIRONMENT," ARTICLE VIII, "ENVIRONMENTAL HEALTH" BY AMENDING IN ITS ENTIRETY DIVISION 2 "FOOD ESTABLISHMENTS" ADOPTING THE TEXAS FOOD ESTABLISHMENT RULES AND LOCAL AMENDMENTS THERETO; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE OF \$2,000 PER VIOLATION; AND PROVIDING FOR AN EFFECTIVE DATE

7. **Adopt an Ordinance Amending the Allen Land Development Code by Amending Article III, "Building Regulations" by Adopting the International Building Code, 2018 Edition, with Amendments; International Existing Building Code, 2018.**

ORDINANCE NO. 3693-8-19: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE BY AMENDING IN ITS ENTIRETY ARTICLE III, "BUILDING REGULATIONS" BY ADOPTING THE INTERNATIONAL BUILDING CODE, 2018 EDITION, WITH AMENDMENTS; INTERNATIONAL EXISTING BUILDING CODE, 2018 EDITION, WITH AMENDMENTS; INTERNATIONAL FIRE CODE, 2018 EDITION, WITH AMENDMENTS; INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION, WITH AMENDMENTS; INTERNATIONAL MECHANICAL CODE, 2018 EDITION, WITH AMENDMENTS; INTERNATIONAL PLUMBING

CODE, 2018 EDITION, WITH AMENDMENTS; INTERNATIONAL FUEL GAS CODE, 2018 EDITION, WITH AMENDMENTS; NATIONAL ELECTRICAL CODE, 2017 EDITION, WITH AMENDMENTS; INTERNATIONAL ENERGY CONSERVATION CODE, 2018 EDITION, WITH AMENDMENTS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000); AND PROVIDING FOR AN EFFECTIVE DATE.

8. **Adopt a Resolution Authorizing the City Manager to Execute Interlocal Agreements with Texas Health Plano, Plano ISD and the Cities of Parker and Murphy to Allow the Entities to Use the Radio System Jointly Owned by the City of Allen and the City of Plano.**

RESOLUTION NO. 3694-8-19(R): A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF SEPARATE INTERLOCAL COOPERATION AGREEMENTS BY AND BETWEEN THE CITIES OF ALLEN AND PLANO WITH TEXAS HEALTH PLANO, PLANO INDEPENDENT SCHOOL DISTRICT, AND WITH THE CITIES OF PARKER AND MURPHY FOR THE USE OF THE RADIO SYSTEM THAT IS JOINTLY OWNED BY THE CITY OF ALLEN AND THE CITY OF PLANO; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENTS BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

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

RESOLUTION NO. 3695-8-19(R): 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 STATE PROPERTY TAX CODE; DIRECTING THE CITY SECRETARY TO NOTIFY INTERESTED PARTIES OF SAID ACTION; AND PROVIDING AN EFFECTIVE DATE.

10. **Authorize the City Manager to Execute an Agreement with America's Nationwide Netting, Inc., DBA Nets of Texas, to Install Outfield Barrier Nets on Two Fields at the Spirit Park Softball Complex in the Amount of \$135,000.**

11. **Authorize the City Manager to Purchase Two Nutanix Nodes and Memory for the Data Center from CDW-G through the Texas Department of Information Resources for an Amount of \$165,029.**

The motion carried.

Regular Agenda

12. **Conduct a Public Hearing on the Fiscal Year 2019-2020 Budget as Required by Article IV, Section 4.04 of the Allen City Charter.**

Mayor Terrell 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 Terrell closed the public hearing.

Mayor Terrell announced that the City Council will vote on the FY2020 budget at the September 10, 2019, City Council meeting at 7:00 p.m. at Allen City Hall, 305 Century Parkway, Allen, Texas.

13. Conduct a Public Hearing Regarding the Fiscal Year 2019-2020 City Tax Rate.

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

Melissa Spence, 2030 Londonderry Drive, Allen, Texas, spoke requesting Council adopt the effective tax rate.

With no one else speaking, Mayor Terrell closed the public hearing.

MOTION: Upon a motion made by Councilmember Schulmeister and a second by Mayor Pro Tem Caplinger, the Council voted seven (7) for and none (0) opposed to set the City Council meeting date of September 10, 2019, at 7:00 p.m. at Allen City Hall, 305 Century Parkway, Allen, Texas, to vote on the proposed tax rate of 48.9 cents per \$100 of the certified appraised value for the Fiscal Year 2019-202 budget. The motion carried.

14. Conduct a Public Hearing and Adopt an Ordinance to Amend the Development Regulations of Planned Development No. 84 Multi-Family Residential to Adopt a Base Zoning of Office and to Adopt a Concept Plan and Building Elevations for the Property Generally Located East of Greenville Avenue and North of Chaparral Road. [Office Use - Saxony on 5]

Mayor Terrell 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 Terrell closed the public hearing.

ORDINANCE NO. 3696-8-19: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP, AS PREVIOUSLY AMENDED, BY AMENDING THE DEVELOPMENT REGULATIONS OF TRACT II OF PLANNED DEVELOPMENT "PD" NO. 84 MULTI-FAMILY RESIDENTIAL "MF-18" BY ADOPTING A BASE ZONING OF OFFICE "O", CONCEPT PLAN, AND BUILDING ELEVATIONS RELATING TO THE USE AND DEVELOPMENT OF ALL OF LOT 2, BLOCK A, CHAPARRAL GARDENS SENIOR HOUSING; 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 Mayor Pro Tem Caplinger and a second by Councilmember Brooks, the Council voted seven (7) for and none (0) opposed to adopt Ordinance No. 3696-8-19, as previously captioned, amending the development regulations of Planned Development No. 84 to adopt a base zoning of Office and adopt a Concept Plan and Building Elevations for the property generally located east of Greenville Avenue and north of Chaparral Road for Saxony on 5. The motion carried.

15. Conduct a Public Hearing and Adopt an Ordinance Amending the Allen Land Development Code Relating to Section 4.20.2, Removing Firearms Sales & Service Use from the Schedule of Principle

Uses; Section 6.05, Amending Approval Procedures, Requirements and Standards for Site Plans; Section 6.06.1, Clarifying Use Interpretation and Removing Spacing Requirements for "Firearms and Explosives Sales and Service"; Section 6.06.11, "Solar Panels" to be Consistent with Current Adopted Building Codes; Section 7.04.1, "Vehicle Parking" Regulations and Associated Calculations For Parking Dimension Requirements; Section 7.07, Clarifying Language Regarding Separation of "Fences and Walls"; Section 8.05, "Subdivision Standards" Amending Approval Procedures, Requirements and Standards; Appendix A, Amending the Definition of "Certificate of Compliance"; and Section 2.02 by Amending Duties and Procedures of the Board of Adjustment.

Mayor Terrell 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 Terrell closed the public hearing.

ORDINANCE NO. 3697-8-19: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE, AS PREVIOUSLY AMENDED, BY AMENDING IN ITS ENTIRETY SECTION 2.02 "BOARD OF ADJUSTMENT" AND RELATED SUBSECTIONS; AMENDING SECTION 4.20.2 "SCHEDULE OF PRINCIPAL USES" BY DELETING THE USE "FIREARMS SALES & SERVICES"; AMENDING IN ITS ENTIRETY SECTION 6.05 "SITE PLAN APPROVAL" AND RELATED SUBSECTIONS; AMENDING SECTION 6.06.1 "FIREARMS AND EXPLOSIVES SALE AND SERVICE"; AMENDING SECTION 6.06.11 "SOLAR PANELS" BY AMENDING PARAGRAPH b.i. RELATING TO PERMIT REQUIREMENTS; AMENDING SUBSECTIONS 1, 4 AND 5 OF SECTION 7.04.1 "VEHICLE PARKING"; AMENDING SUBSECTION 4 OF SECTION 7.07 "FENCES AND WALLS"; AMENDING IN THEIR ENTIRETY SECTION 8.01 "PURPOSE," SECTION 8.02 "GENERAL PROVISIONS," SECTION 8.03 "PLAT REGULATIONS," AND SECTION 8.04 "PERMITS REQUIRED" AND RELATED SUBSECTIONS; AMENDING SUBSECTION 1 "CONSTRUCTION PLANS" OF SECTION 8.05 "SUBDIVISION STANDARDS"; AND AMENDING APPENDIX "A" "DEFINITIONS" BY ADDING A DEFINITION FOR "CERTIFICATE OF COMPLIANCE"; PROVIDING A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: Upon a motion by Councilmember Kizer and a second by Councilmember Clemenchich, the Council voted seven (7) for and none (0) opposed to adopt Ordinance No. 3697-8-19, as previously captioned, amending the Allen Land Development Code. The motion carried.

Other Business

16. Calendar.

- September 2 – City Hall closed for the Labor Day holiday.

17. Items of Interest.

- First United Methodist Church will hold a grand opening celebration on September 8 from 5–7 p.m.
- The Allen Eagles Football team will play Cedar Hill on Friday, August 30.
- Council recognized Boy Scouts from Troop Nos. 306 and 358 in attendance.

Executive Session

The Executive Session was not held.

Adjournment

MOTION: Upon a motion made by Councilmember Doherty and a second by Councilmember Brooks, the Council voted seven (7) for and none (0) opposed to adjourn the Regular Meeting of the Allen City Council at 8:11 p.m. on Tuesday, August 27, 2019. The motion carried.

These minutes approved on the 10th day of September 2019.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: September 10, 2019

SUBJECT: Adopt an Ordinance Amending the Code of Ordinances, Chapter 9, 'Motor Vehicles and Traffic,' Amending the Maximum Prima Facie Speed Limit on Station Park Drive, Victorian Drive, Stacy Road, Angel Parkway, State Highway 121 South Frontage Road, FM 1378, FM 2551, and FM 2786 Within the Corporate Limits of the City.

STAFF RESOURCE: Chris Flanigan, Director of Engineering

ACTION PROPOSED: Adopt an Ordinance Amending the Code of Ordinances, Chapter 9, 'Motor Vehicles and Traffic,' Amending the Maximum Prima Facie Speed Limit on Station Park Drive, Victorian Drive, Stacy Road, Angel Parkway, State Highway 121 South Frontage Road, FM 1378, FM 2551, and FM 2786 Within the Corporate Limits of the City.

BACKGROUND

Since Texas Department of Transportation has jurisdictional control and maintains S.H. 121 Frontage Roads, FM 1378 (Country Club Road), FM 2551 (Angel Parkway), and FM 2786 (Stacy Road East of Greenville Ave), staff is recommending a modification to the Code of Ordinances that will adopt speed limits as set forth in the Texas Transportation Code (i.e. adopted by the Texas Transportation Commission). This is the same way that the ordinance is currently written for US 75 and will make it consistent for all State-controlled roadways.

Victorian Drive

Victorian Drive is a local residential road. The current speed limit was posted at 20 mph. This speed reduction is not lawful under current law and there is no unusual geometric or driving condition in existence that would need to consider altering the prima facie speed limit of 30 mph. According to Texas Transportation Code Sec 545.356 (b-1), the local agency may only declare a lower speed limit of no less than 25 mph. Staff is recommending the speed limit to be reinstated to 30 mph by eliminating this section relating to Victorian Drive.

Station Park Drive

Station Park Drive is a local road. The current speed limit is posted at 20 mph. According to Texas Transportation Code Sec 545.356 (b-1), the local agency may only declare a lower speed limit of no less than 25 mph. Staff is recommending the speed limit to be set at 25 mph based on the roadway geometry and engineering evaluation.

BUDGETARY IMPACT

The Texas Department of Transportation will install new signage along FM 2786/Stacy Road. There will be no sign change S.H. 121 Frontage Roads, FM 1378/Country Club Road, FM 2551/Angel Parkway, Stacy Road and therefore no budgetary impact. The funds for the new signage on Allen Station Park Drive will be covered by the traffic engineering operating budget.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt an Ordinance amending the Code of Ordinances, Chapter 9, 'Motor Vehicles and Traffic', amending the maximum prima facie speed limit on Station Park Drive, Victorian Drive, Stacy Road, Angel Parkway, State Highway 121 South Frontage Road, FM 1378, FM 2551, and FM 2786 within the corporate limits of the City.

MOTION

I make a motion to adopt Ordinance No. _____ amending the Code of Ordinances, Chapter 9, 'Motor Vehicles and Traffic', amending the maximum prima facie speed limit on Station Park Drive, Victorian Drive, Stacy Road, Angel Parkway, State Highway 121 South Frontage Road, FM 1378, FM 2551, and FM 2786 within the corporate limits of the City.

ATTACHMENTS:

- Ordinance
- Speed Limit Location Map

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 9, "MOTOR VEHICLES AND TRAFFIC," ARTICLE V, "OPERATION OF VEHICLES," DIVISION 2, "SPEED REGULATIONS," SECTION 9-135(a) TO AMEND THE MAXIMUM PRIMA FACIE SPEED LIMIT ON STATION PARK DRIVE, VICTORIAN DRIVE, STACY ROAD, ANGEL PARKWAY, S.H. 121 SOUTH FRONTAGE ROAD, FARM-TO-MARKET ROAD 1378, FARM-TO-MARKET ROAD 2551, FM 2786 (STACY ROAD) AND AMEND SECTION 9-136, TO AMEND THE MAXIMUM PRIMA FACIE SPEED LIMIT FOR S.H. 121 SOUTH FRONTAGE ROAD, FARM-TO-MARKET ROAD 1378, FARM-TO-MARKET ROAD 2551, FM 2786 (STACY ROAD)S WITHIN THE CORPORATE LIMITS OF THE CITY OF ALLEN; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 545.356 of the Transportation Code, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway; and,

WHEREAS, the Texas Department of Transportation has jurisdictional control of S.H 121 south frontage road, Farm-to-Market Road 1378, Farm-to Market Road 2551, FM 2786 (Stacy Road) , and evaluates and determines prudent and reasonable speeds for the main lanes and frontage roads and highways within the City; and

WHEREAS, Section 545.356 of the Transportation Code, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway; and,

WHEREAS, the City Council of the City of Allen, Texas, upon the basis of an engineering and traffic investigation finds it necessary to alter prima facie maximum speed limits established by Section 545.356 of the Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof.

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

SECTION 1. The Code of Ordinances of the City of Allen, Texas, be and the same is hereby amended by amending Chapter 9, “Motor Vehicles and Traffic,” Article V, “Operation of Vehicles,” Division 2, “Speed Regulations,” Section 9-135(a) in part to amend the maximum prima facie speed limit upon Angel Parkway, Stacy Road ,Station Park Drive to read as follows:

“Section 9-135. Streets other than expressways and freeways.

(a)

Station Park Drive	All portions within the city, generally	25
Angel Parkway	From Main St to northern city limit, generally	40
Stacy Road	All portions from S. H 121 to 200’ West of Greenville Avenue	45

”

And removing:

”

Street	Extent	Speed Limit (miles per hour)
Angel Parkway	All portions within the city, generally	40
Farm-to-Market Road 1378	All portions within the city, generally	50
Farm-to-Market Road 2551	All portions within the city, generally	55
FM 2786 (Stacy Road)	Between Greenville Avenue and the eastern city limits	50
Stacy Road	All portions from SH 121 to a point 200 feet west of Greenville Avenue, specifically	45
S.H. 121 South Frontage Road	All portions within the city, generally	60
S.H. 121 South Frontage Road	Between Chelsea Boulevard and the eastern city limits, specifically	55
Station Park Drive	All portions within the city, generally	20
Victorian Drive	All portions within the city, generally	20

SECTION 2. The Code of Ordinances of the City of Allen, Texas, be and the same is hereby amended by amending Chapter 9, “Motor Vehicles and Traffic,” Article V, “Operation of Vehicles,” Division 2, “Speed Regulations,” Section 9-136 “Expressways; Freeway” in its entirety to amend the maximum prima facie speed limit upon S.H. 121 SOUTH FRONTAGE ROAD, FARM-TO-MARKET ROAD 1378, FARM-TO-MARKET ROAD 2551, FM 2786 (STACY ROAD) within the corporate limits of the city to read as follows:

“Sec. 9-136. Expressways; freeways.

A person commits an offense if he operates or drives a vehicle on the following designated roads or highways at a speed greater than is reasonable and prudent under the circumstances then and there existing.

Any speed in excess of the limit provided in this section shall be prima facie evidence that the speed is not reasonable or prudent and that it is unlawful:

Street	Extent	Speed Limit (miles per hour)
S.H. 121 South Frontage Road	All portions within the city, generally	As set forth in compliance with the speed limits set by the State of Texas pursuant to the Texas Transportation Code.
Farm-to-Market Road 1378	All portions within the city, generally	As set forth in compliance with the speed limits set by the State of Texas pursuant to the Texas Transportation Code.
Farm-to-Market Road 2551	All portions within the city, generally	As set forth in compliance with the speed limits set by the State of Texas pursuant to the Texas Transportation Code.”
Farm-to-Market 2786(Stacy Road)	All portions within the city, generally	As set forth in compliance with the speed limits set by the State of Texas pursuant to the Texas Transportation Code.

SECTION 3. As the Texas Department of Transportation installs and maintains the speed limit signage along S.H 121 Frontage Roads, Farm-to-Market Road 1378, Farm-to-Market Road 2551, FM 2786 (Stacy Road), the Texas Department of Transportation shall erect appropriate signals, signage, and markings giving notice of the maximum prima facie speed limit established herein. Furthermore, The Director of Engineering or designee shall erect official signs giving notice of the speed limits designated herein on City streets.

SECTION 4. All ordinances of the City of Allen in conflict with the provisions of this ordinance shall be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict herewith shall remain in full force and effect.

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

SECTION 6. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 7. Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Allen, as previously amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Hundred Dollars (\$200) for each offense.

SECTION 8. This ordinance shall take effect immediately from and after its passage and publication as required by law, however, the maximum prima facie speed limits established herein shall not take effect until the Director of Engineering or designee, or the Texas Department of Transportation, as applicable, has erected appropriate signage giving notice of the maximum prima facie speed limits therefore 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 10TH DAY OF SEPTEMBER 2019.

APPROVED:

Stephen Terrell, MAYOR

APPROVED AS TO FORM:

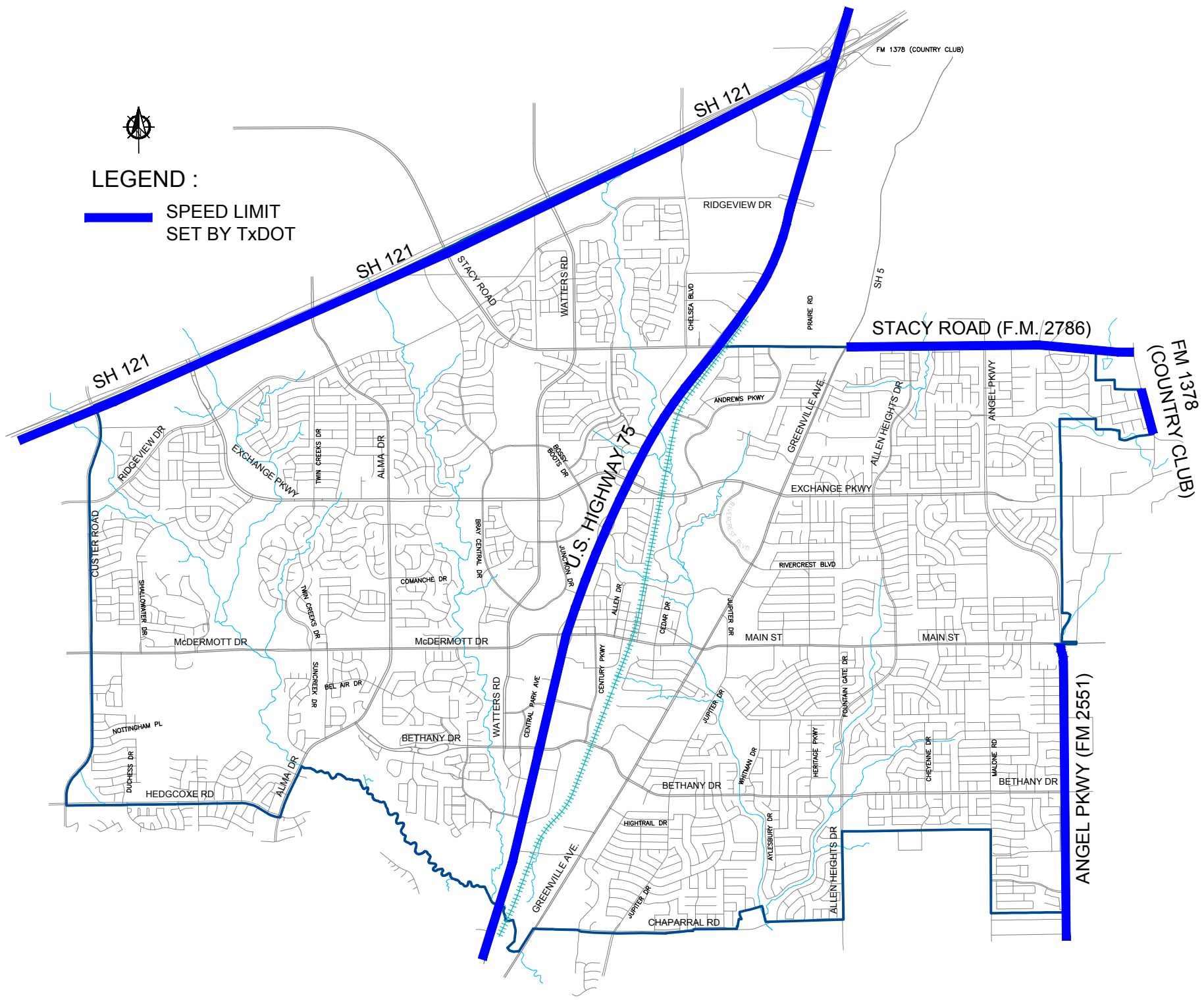
ATTEST:

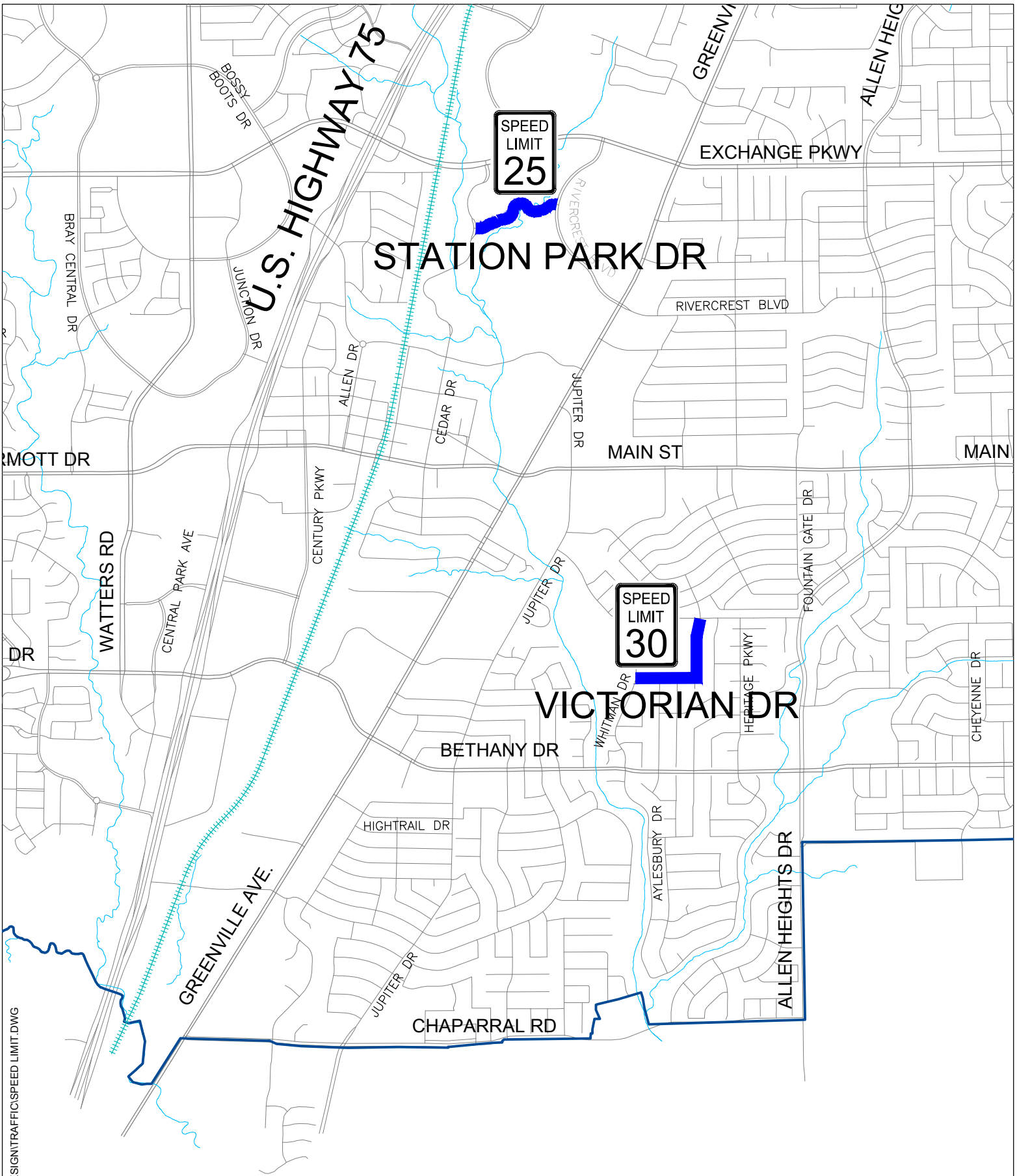
Peter G. Smith, CITY ATTORNEY
(KBL:10-16-17:36.91163)

Shelley B. George, CITY SECRETARY



LEGEND :
— SPEED LIMIT
SET BY TxDOT





PROPOSED SPEED LIMIT

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: September 10, 2019

SUBJECT: Adopt an Ordinance Approving a Negotiated Settlement Between the Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division Regarding the Company's 2019 Rate Review Mechanism (RRM) Filing.

STAFF RESOURCE: Rebecca Vice, Assistant City Manager

PREVIOUS COUNCIL ACTION: On September 11, 2018, City Council adopted an Ordinance approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division regarding the company's 2018 Rate Review Mechanism (RRM) filing.

ACTION PROPOSED: Adopt an Ordinance Approving a Negotiated Settlement Between the Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division Regarding the Company's 2019 Rate Review Mechanism (RRM) Filing.

BACKGROUND

The City of Allen, along with 171 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an Ordinance adopted by ACSC members (including the City of Allen) in 2018. On or about April 1, 2019, the Company filed a rate request that did not comply with the RRM tariff adopted by ACSC members. The Company claimed, based on traditional rate-making standards, that its cost-of-service in a test year ending December 31, 2018, entitled it to additional system-wide revenues of \$70 million. Soon after, the Company filed supplemental materials that complied with the RRM tariff agreed to in 2018, reducing its filing to \$54 million, of which \$39.3 million would be applicable to ASCS members. (ASCS members constitute roughly 72.8% of the entire system.) Consultants for ASCS concluded that the system-wide deficiency under the RRM regime should be \$38.7 million instead of the claimed \$54 million. The amount of the \$38.7 million deficiency applicable to the ASCS members would be \$28.2 million.

After review of the consultants' report, the ASCS Executive Committee and the Company negotiated a

settlement whereby the Company would receive an increase of \$35.4 million from ASCS Cities. The Executive Committee recommends a settlement at this amount. The Effective Date for new rates is October 1, 2019.

Atmos generated proof that the rate tariffs will generate \$35.4 million in additional revenues from the ASCS Cities. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

The rate increase experienced by the average residential customer will be approximately \$2.05 (or 3.7%) per month.

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments with very limited oversight. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process.

Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$38.7 million in additional system-wide revenues, the RRM settlement at \$35.4 million reflects savings of \$3.3 million. ACSC's consultants produced a report indicating that Atmos had justified increased revenues of at least \$32.7 million. Settlement at \$35.4 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution before September 30, 2019. New rates will become effective October 1, 2019.

STAFF RECOMMENDATION

Staff recommends the City Council adopt an Ordinance approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division regarding the company's 2019 Rate Review Mechanism (RRM) filing.

MOTION

I make a motion to adopt Ordinance No. _____ approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division regarding the company's 2019 Rate Review Mechanism (RRM) filing.

ATTACHMENTS:

Ordinance

FAQs Regarding Atmos Cities Steering Committee History and RRM Ratemaking Process

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2019 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Allen, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and,

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and,

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and,

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and,

WHEREAS, on about April 1, 2019, Atmos Mid-Tex filed its 2019 RRM rate request with ACSC Cities based on a test year ending December 31, 2018; and,

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2019 RRM filing through its Executive Committee, assisted by ACSC’s attorneys and consultants, to resolve issues identified in the Company’s RRM filing; and,

WHEREAS, the Executive Committee, as well as ACSC’s counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$35.4 million applicable to ACSC Cities; and,

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and,

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B); and,

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability (Exhibit C); and,

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

SECTION 1. The findings set forth in this Ordinance are hereby in all things approved.

SECTION 2. Without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$35.4 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2019 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

SECTION 3. The existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$35.4 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

SECTION 4. The ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

SECTION 5. Amortization of regulatory liability shall be consistent with the schedule found in attached Exhibit C attached hereto and incorporated herein.

SECTION 6. Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2019 RRM filing.

SECTION 7. To the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

SECTION 8. The meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 9. If any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

SECTION 10. Consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2019.

SECTION 11. A copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 10TH DAY OF SEPTEMBER 2019.

APPROVED:

Stephen Terrell, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
2557/31/7897503

Shelley B. George, CITY SECRETARY

Exhibit A

Rate Tariffs Effective October 1, 2019

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2019	PAGE:

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 19.55 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 19.60 per month
Commodity Charge – All <u>Ccf</u>	\$0.17423 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2019.

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2019	PAGE:

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 46.50 per month
Rider CEE Surcharge	\$ 0.02 per month ²
Total Customer Charge	\$ 46.52 per month
Commodity Charge – All Ccf	\$ 0.09924 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2019.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2019	PAGE:

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 845.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3572 per MMBtu
Next 3,500 MMBtu	\$ 0.2616 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0561 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2019	PAGE:

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2019	PAGE:

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 845.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3572 per MMBtu
Next 3,500 MMBtu	\$ 0.2616 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0561 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2019	PAGE:

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2019	PAGE:

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2019	PAGE:

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.77	0.1487	88.49	0.7036
Austin	9.04	0.1537	201.48	1.0000
Dallas	13.07	0.2202	184.64	1.1385
Waco	8.77	0.1470	135.70	0.7744
Wichita Falls	11.40	0.1468	117.90	0.5943

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNA's factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

Exhibit B

2019 Benchmark for Pensions and Retiree Medical Benefits

**ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2018**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	Post-Employment Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
	Proposed Benefits Benchmark - Fiscal Year 2019 Willis Towers						
1	Watson Report as adjusted (1) (2) (3)	\$ 2,744,088	\$ 2,267,927	\$ 4,724,119	\$ 193,211	\$ 2,621,842	
2	Allocation to Mid-Tex	43.48%	43.48%	73.88%	100.00%	73.88%	
	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)						
3		\$ 1,193,029	\$ 986,012	\$ 3,490,241	\$ 193,211	\$ 1,937,051	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	\$ 1,193,029	\$ 986,012	\$ 3,490,241	\$ 193,211	\$ 1,937,051	\$ 7,799,544
6							
7							
8	Summary of Costs to Approve (1):						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	81.35%	81.35%	38.28%	16.24%	38.28%	
11							
12							
13	Total Pension Account Plan	\$ 970,514		\$ 1,336,038			\$ 2,306,553
14	Total Post-Employment Benefit Plan		\$ 802,108			\$ 741,489	1,543,597
15	Total Supplemental Executive Benefit Plan				\$ 31,377		31,377
16	Total (Ln 13 + Ln 14 + Ln 15)	\$ 970,514	\$ 802,108	\$ 1,336,038	\$ 31,377	\$ 741,489	\$ 3,881,527

18 Notes:

- 19 1. Studies not applicable to Mid-Tex or Shared Services are omitted.
- 20 2. The Company is requesting that the benchmark amount approved by the RRM Cities for future periods include only the expense amount.
- 21 The amount attributable to capital would continue to be recorded to utility plant through the overhead process as described in the CAM.
- 22 3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.

Exhibit C

2019 Amortization Schedule for Regulatory Liability

**ATMOS ENERGY CORP., MID-TEX DIVISION
RATE BASE ADJUSTMENTS
TEST YEAR ENDING DECEMBER 31, 2018
AMORTIZATION OF REGULATORY LIABILITY**

Line No.	Year Ended Dec. 31	Beginning of Year Rate Base Adjustment Amount (1)	Annual Amortization (2)	End of Year Rate Base Adjustment Amount
	(a)	(b)	(c)	(d)
1	2018	\$ 290,043,948	\$ -	290,043,948
2	2019	290,043,948	12,085,165	277,958,784
3	2020	277,958,784	12,085,165	265,873,619
4	2021	265,873,619	12,085,165	253,788,455
5	2022	253,788,455	12,085,165	241,703,290
6	2023	241,703,290	12,085,165	229,618,126
7	2024	229,618,126	12,085,165	217,532,961
8	2025	217,532,961	12,085,165	205,447,797
9	2026	205,447,797	12,085,165	193,362,632
10	2027	193,362,632	12,085,165	181,277,468
11	2028	181,277,468	12,085,165	169,192,303
12	2029	169,192,303	12,085,165	157,107,139
13	2030	157,107,139	12,085,165	145,021,974
14	2031	145,021,974	12,085,165	132,936,810
15	2032	132,936,810	12,085,165	120,851,645
16	2033	120,851,645	12,085,165	108,766,481
17	2034	108,766,481	12,085,165	96,681,316
18	2035	96,681,316	12,085,165	84,596,152
19	2036	84,596,152	12,085,165	72,510,987
20	2037	72,510,987	12,085,165	60,425,823
21	2038	60,425,823	12,085,165	48,340,658
22	2039	48,340,658	12,085,165	36,255,494
23	2040	36,255,494	12,085,165	24,170,329
24	2041	24,170,329	12,085,165	12,085,165

25	2042	12,085,165	12,085,165	(0)
27				
28				
29	Revenue Related Tax Factor		6.71%	See WP_F-5.1
	Revenue Related Taxes on Annual			Amortization * Tax
30	Amortization (see WP_B-6.3)	\$	810,653	Factor
31	Related Taxes (see WP_B-6.3)	\$	<u>12,905,421</u>	Amortization + Taxes

32

33 Notes:

- 34 1. The beginning 2018 balance is the September, 2018 balance. The regulatory
35 liability for excess deferred taxes is an estimate. This estimate will be
36 finalized when the Company files its federal tax return in July, 2019. To the
37 extent that this estimate changes with the filing of the Company's tax return,
38 the Company will 'true-up' the amount in the 2020 RRM filing.
- 39 2. The annual amortization of a 24 year recovery period is based on the
40 Reverse South Georgia Method.
- 41 3. The Regulatory Liability is recorded to FERC Account 253, Sub Account 27909.

FREQUENTLY ASKED QUESTIONS REGARDING ACSC HISTORY AND THE RRM RATEMAKING PROCESS

What is the role of Cities in ratemaking?

Cities have historically exercised original jurisdiction over the level of gas rates charged within their boundaries. Generally, gas distribution utilities have filed rate cases at the City level and have only gone to the Railroad Commission of Texas (“RCT” or “Commission”) with an appeal of City action or when they could not reach a settlement with Cities. If a utility and Cities reach an agreement, the utility may then file a case at the RCT to implement the same rates approved by Cities in areas outside municipal boundaries.

Once a case is at the RCT, the Commission Staff generally expects Cities to intervene and do most of the discovery, cross-examination, briefing, and sponsor opposing witnesses. There is no consumer advocate at the RCT. If Cities do not participate in hearings at the RCT, the request of a regulated utility is likely to be rubber-stamped.

How and why was the Atmos Cities Steering Committee created?

The Atmos pipeline and distribution systems were built, owned, and operated by Lone Star Gas (“LSG”), which maintained over 200 rate jurisdictions until it sold its assets to Texas Utilities (“TXU”) in the late 1990’s. That meant that many Cities had their own unique distribution rates and that individual Cities had to process rate cases at the local level. LSG-Pipeline served all 200-plus distribution systems, and pipeline rates were set by the RCT.

From the early 1980’s through the late 1990’s, LSG filed no pipeline or system-wide rate cases at the RCT. When LSG was finally brought before the RCT to show cause why its rates should not be reduced, approximately 80 Cities intervened and created an *ad hoc* group known as the Steering Committee of Cities Served by Lone Star. In Gas Utilities Division (“GUD”) docket number 8664, three separate groups of Cities and a number of independent Cities (jointly the “Aligned Cities”) participated and coordinated their efforts to oppose the rate increase.

TXU purchased the LSG assets in the late 1990’s and immediately commenced consolidating 200-plus ratemaking jurisdictions into regions. As regional cases were filed, Cities within each region created an *ad hoc* committee to form a common strategy and negotiating position. Once TXU had aggregated the Cities into five or six jurisdictions, each with a different rate, Texas Utilities Gas Company filed a system-wide case to bring all of the old LSG territory under one common rate. The different City regional committees then united and formed the Allied Coalition of Cities (“ACC”). While the gas utility assets were owned and controlled by TXU, the coalition transformed itself from an *ad hoc* group that came together only in response to rate filings by the utility into a permanent standing coalition.

In Gas Utilities Docket (“GUD”) No. 9400 in 2004, TXU’s request for a \$61.6 million system-wide increase was aggressively opposed by ACC. Cities achieved disallowances of \$42.9 million of a regulatory asset and \$87.8 million of capitalized gas utility plant. The company received only a \$2.01 million increase. Unhappy with that result, TXU decided that owning a gas system was neither as fun nor as profitable as the deregulated electric system, and they sold the system to Atmos Energy Corporation (“Atmos” or “Company”). ACC was then transformed into the Steering Committee of

Cities Served by Atmos and then renamed Atmos Cities Steering Committee to obtain an easy to remember acronym, “ACSC.”

What is the Atmos Cities Steering Committee?

ACSC is a coalition of 170 Cities that unite in common purpose to address gas utility rate and franchise issues related to Atmos Energy Corporation. Its objectives are to: (1) ensure that gas utility rates charged to Cities and their residents are fair and reasonable; (2) maintain reasonable franchise fee revenues for Cities; (3) protect Cities’ original jurisdiction over rates and services; (4) be a voice for consumers where no state agency assumes such a role; and (5) promote sound ratemaking policies in the public interest.

Cities join the permanent standing committee by passing a resolution and agreeing to support the work of ACSC through modest occasional *per capita* assessments that support ongoing administrative and legislative advocacy and all expenses where Cities are not entitled to reimbursement. Each member City designates a representative to ACSC. Member representatives may volunteer to serve on the ACSC Executive Committee. The Executive Committee sets policy, hires legal counsel and consultants, directs litigation, establishes a legislative agenda, sets assessments on members as needed, and meets quarterly with Atmos executives. The Settlement Committee is directly involved in negotiating resolution of contested matters with Atmos executives. The list of current members is attached.

What is the benefit of membership in ACSC?

One hundred seventy Cities speaking as one voice is much more effective in advocacy before the Railroad Commission and legislature than any one City or multiple small groups of Cities.

The legislature has given gas utilities a right to an annual increase in rates. Resources (both financial and human) of individual Cities are conserved by membership in ACSC. Additionally, membership enhances institutional memory of ratemaking issues, public policy debates, and right-of-way and franchise fee battles.

What has ACSC accomplished?

Going into the 82nd Legislative Session, in December 2010, ACSC released a 48-page report, “Natural Gas Consumers and the Texas Railroad Commission.” More than 200 television, newspaper and radio news sites posted information on, and a link to, the report that may be found on ACSC’s website, TexasGasConsumers.org.

ACSC has also been instrumental in ongoing Sunset Commission reviews of the RCT. The agency has undergone three Sunset reviews since 2010, and in each case ACSC has maintained a watchful eye on the process to ensure that provisions that could harm the interest of gas utility ratepayers are excluded from the legislation. ACSC representatives also visited on several occasions with the Sunset Commission Staff, and several ACSC recommendations for reform were included in Sunset Commission Reports on the agency. Several ACSC member representatives testified before the legislature regarding the Sunset review of the Railroad Commission.

During the 2011 legislative session, lobbying efforts by ACSC were critical in killing two gas utility bills that would have undermined traditional regulation, deprived Cities of certain rights, and led to even greater rate increases.

ACSC has also resolved a major issue involving franchise fees. In 2010, Atmos unilaterally, without notice, ceased inclusion of franchise fees in the calculations of gross receipts regardless of whether specific franchises included such payments. Several Cities were willing to pursue the matter through litigation. However, counsel for ACSC was able to negotiate a resolution that allowed each member City to determine whether it desired an increase in franchise fee payments based on inclusion of franchise fees in the calculation of gross receipts. If a City opted for inclusion of fee-on-fee revenues, it had the further option of retroactive payments back to the point in time that Atmos decided to curtail fee-on-fee payments. Each member had these options regardless of the wording of the then-valid franchise agreement. This resolution spared significant litigation costs and anxiety and was only possible because of the clout of the ACSC membership.

One of the most significant accomplishments of ACSC occurred in 2007 via a settlement of the then-pending, system-wide rate case. Approximately 50 ACSC City representatives showed up in Arlington for a meeting with Atmos executives who were shocked at the vocal opposition to Atmos' practices, the unfairness of annual Gas Reliability Infrastructure Program ("GRIP") rate filings that precluded City and citizen review, and the Company's lack of coordination with Cities. That meeting led to the creation of the Rate Review Mechanism ("RRM") process and improved ongoing communications between the Company and ACSC.

In 2010, these improved communications between ACSC and the Company led to a workable solution to the need to replace steel service lines in a manner that accommodated Cities' needs to control their rights-of-way, while moderating the rate impact and focusing first on the riskiest service lines based on leak repair histories. This compromise precluded a more onerous (from a City and consumer perspective) program threatened by the RCT.

What is an RRM case?

The concept of an RRM proceeding emerged as a three-year experimental substitute for GRIP cases as part of the settlement of Atmos Mid-Tex's 2007 system-wide rate case. In 2003, the Texas Legislature added Section 104.301, Interim Adjustment for Changes in Investment, to the Gas Utility Regulatory Act. While not identified as such in the law, § 104.301 was referred to as the Gas Reliability Infrastructure Program or GRIP. The GRIP adjustments allowed gas companies to recover changes to invested capital without a review of whether increased revenues or declining expenses offset the invested capital costs. Both Atmos Pipeline and Atmos Mid-Tex filed GRIP cases as soon as the RCT adopted rules to implement the interim adjustments. As explained below, it quickly became apparent that the GRIP adjustments were terrible public policy.

As an alternative to GRIP, ACSC entered into a negotiated agreement with Atmos in 2007 to establish the RRM process. Unlike GRIP, the RRM provided for an annual review of all portions of Mid-Tex's cost of service. It fixed an authorized rate of return on equity for the three-year period at 9.6% (which was less than what the RCT would have authorized) and set caps on the extent to which expenses or investments could increase from one year to the next. More importantly, it allowed Cities to make a comprehensive evaluation of all aspects of the utility's business—investment, operation and maintenance expenses, and revenues—unlike GRIP that only allows consideration of changes to invested capital.

Why is RRM superior to GRIP?

GRIP cases guarantee a one-sided, rubber-stamp approval of the utility's rate request. ACSC attempted to participate in the first two GRIP proceedings filed by both Atmos Pipeline and Atmos Mid-Tex at the RCT. Not only were Cities' motions to intervene denied, but also, ACSC's comments were ignored. At the City level, ACSC consultants determined that Atmos was not only including items such as artwork, chairs, computers, and meals in interim rate adjustments that were allegedly intended to promote pipeline safety, but the Company was also over-earning its previously authorized rate of return. ACSC attacked the Commission's rule in court because it denied City participation, denied a hearing on a contested matter, and denied Cities' recovery of any expenses associated with resisting GRIP rate increases. The courts were not helpful to Cities. In 2011, the Texas Supreme Court upheld the Commission's rule implementing the GRIP statute.

Cities have contended that the GRIP process is terrible public policy since it authorizes what would, from the perspective of a history of public interest regulation, be regarded as unlawful—piecemeal ratemaking. GRIP allows rates to increase if the utility's invested capital net of depreciation increases year-over-year. An increase in rates is mandated under GRIP if investment increases, even if increasing revenues and declining expenses more than offset the costs associated with increased investment.

The RRM process negotiated by ACSC solves the piecemeal ratemaking problem by providing for a comprehensive review of Atmos' expenses and revenues. Furthermore, the RRM process benefitted ACSC by: (1) allowing Cities' participation that would be denied under GRIP; (2) allowing Cities to recover, at utility shareholders' expense, all their ratemaking costs; and (3) avoiding both litigation and RCT jurisdiction.

The legislature has functionally authorized annual increases in gas utility rates through the GRIP process. Since consumers are otherwise stuck with annual rate increases, it is better to have Cities participate in the comprehensive RRM process than be unable to participate in a piecemeal process.

What has been the history of the RRM efforts?

A total of eleven RRM filings have been made by the Company. These filings all resulted in settlements at the City level, except for the 2014 filing, which the ACSC Cities denied. The Company appealed the denial to the RCT, and ACSC was ultimately able to settle that proceeding before it reached the stage of a final RCT order. The results of these filings from a system-wide perspective are as follows (continued on next page):

RRM Filing	Year	Atmos Request	ACSC Settlement
#1	2008	\$33.5 million	\$20 million
#2	2009	\$20.2 million	\$2.6 million
#3	2010	\$70.2 million	\$27 million
#4	2011	\$15.7 million	\$6.6 million
#5	2013	\$22.7 million	\$16.6 million
#6	2014	\$45.7 million	\$43.8 million
#7	2015	\$28.8 million	\$22.8 million
#8	2016	\$35.4 million	\$29.6 million
#9	2017	\$57.4 million	\$48 million

RRM Filing	Year	Atmos Request	ACSC Settlement
#10	2018	\$27.4 million	\$24.9 million
#11	2019	\$54 million	\$35.4 million

Unable to reach agreement to perpetuate the original RRM terms, Atmos filed a traditional rate case with Cities in 2012 (GUD No. 10170), which was then appealed to the Railroad Commission. A final order in that case was entered in December 2012. The ratemaking decisions of the Commission then became the basis of renewal negotiations on the RRM process. The renewed RRM included some modifications that enhanced the original RRM process. Among these modifications were:

- A limit on the percentage of increase to be included in the monthly customer charge;
- A prohibition against capital post-test year adjustments;
- A time limit for known and measurable adjustments to operating and maintenance expenses;
- A guaranteed reduction in the Company’s requested increase of at least \$3 million annually; and
- A limitation on the amount of equity in the Company’s capital structure.

Changes to the RRM process

As noted in a communication to ACSC in May 2017, the rate of return on equity (“ROE”) embedded in the RRM process between 2013 and 2017 of 10.5% is excessive by at least 100 basis points, based upon a reasonable rate of return that reflects the market conditions in which the Company, and its parent Atmos Energy, operates. Because this ROE cannot be altered except by (1) changing the terms of the RRM tariff, or (2) a Commission order coming out of a new rate case, ACSC informed the Company that the 2017 RRM will be the last filing by the Company under the current tariff. Atmos agreed to renegotiate the terms and conditions of a revised RRM tariff in 2017.

In February and March 2018, ACSC adopted a new RRM tariff ordinance that implemented new procedures and criteria for the RRM process. The revised RRM tariff reduced the allowed ROE from 10.5% to 9.8% and captured the reduced federal income tax rate of 21%. The new tariff expanded Cities’ review period from three months to five months. It also required Atmos Mid-Tex to accept ACSC’s position regarding incentive compensation related to Atmos’ Shared Services Unit. The 2019 RRM filing is the second under the new tariff.

When must Cities approve new rates?

ACSC’s Tariff Ordinance adopted around March 2018 declares that new rates become effective October 1st of each year. While it is preferable that ordinances or resolutions adopting new tariffs are passed before the end of September, there is no adverse consequence if final action cannot take place until sometime in October. The only thing that will frustrate new rates becoming effective on October 1, 2019 is City action that specifically denies the increase.

What would happen if a City Council denies the RRM rate increase?

Atmos would either appeal the denial to the Railroad Commission or initiate imposition of GRIP rates or both. Rates for residents of that City would be higher than rates of other ACSC member residents. Rate case expenses (both the City and Company) associated with litigation at the Railroad Commission would likely be surcharged back to the City that denied the increase.

If you have other questions please contact me at (512) 322-5875 and/or gmg@lglawfirm.com, or Georgia Crump at (512) 322-5832 and/or gcrump@lglawfirm.com.

Geoffrey Gay
ACSC, General Counsel

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: September 10, 2019

SUBJECT: Adopt a Resolution Designating *The Allen American* and *The Dallas Morning News* as Official Newspapers of the City of Allen for Fiscal Year 2019-2020.

STAFF RESOURCE: Shelley B. George, City Secretary

PREVIOUS COUNCIL ACTION: Council adopted Resolution No. 3612-9-18(R) designating *The Allen American* as the Official Newspaper for Fiscal Year 2018-2019.

ACTION PROPOSED: Adopt a Resolution Designating *The Allen American* and *The Dallas Morning News* as Official Newspapers of the City of Allen for Fiscal Year 2019-2020.

BACKGROUND

Section 2051.049 of the Texas Government Code provides that the City Council shall select one or more newspapers to publish notices. The City of Allen has contracted with *The Allen American* as its official newspaper since 1982. In 2017, the City of Allen began designating *The Dallas Morning News* as its second official newspaper.

STAFF RECOMMENDATION

City Staff recommends that the City Council adopt a Resolution designating *The Allen American* and *The Dallas Morning News* as official newspapers for Fiscal Year 2019-2020 in order to meet the requirements of State Law.

MOTION

I make a motion to adopt Resolution No. _____ designating The Allen American and The Dallas Morning News as official newspapers for legal publications of the City of Allen for Fiscal Year 2019-2020.

ATTACHMENTS:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, DESIGNATING *THE ALLEN AMERICAN* AND *THE DALLAS MORNING NEWS* AS THE OFFICIAL NEWSPAPERS OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, FOR FISCAL YEAR 2019-2020; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2051.049 of the Texas Government Code provides that the City Council shall select one or more newspapers to publish notices; and,

WHEREAS, the City Council of the City of Allen desires to officially designate the official public newspaper of the City.

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 hereby designates *The Allen American* and *The Dallas Morning News*, a public newspaper in and of the City of Allen, Collin County, Texas, as the official newspapers of said City, the same to continue as such until another is selected, and shall cause to be published therein all ordinances, notices and other matters required by law or by ordinance to be published.

SECTION 2. The City Manager is hereby given authority to contract with *The Allen American* and *The Dallas Morning News* for said newspaper.

SECTION 3. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 10TH DAY OF SEPTEMBER 2019.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: September 10, 2019

SUBJECT: Adopt a Resolution Appointing Members to Fill Expiring and Vacant Terms on the Board of Directors for Tax Increment Financing (TIF) Reinvestment Zone No. 1 (Garden District).

STAFF RESOURCE: Shelley B. George, City Secretary

ACTION PROPOSED: Adopt a Resolution Reappointing Members to Fill Expiring and Vacant Terms on the Board of Directors for Tax Increment Financing (TIF) Reinvestment Zone No. 1 (Garden District).

BACKGROUND

On December 13, 2005, the City Council adopted Ordinance No. 2471-12-05 designating Allen Tax Increment Financing Reinvestment Zone No. 1 and creating a Board of Directors. Members are appointed to serve two year staggered terms. The City Council is asked to consider the following appointments:

Place 3 - Eric Ellwanger, City Manager, City of Allen
Place 4 - Eric Cannon, Chief Financial Officer, City of Allen
Place 6 - Dan Bowman, Executive Director, Allen Economic Development Corporation
Place 9 - Rebecca Vice, Assistant City Manager, City of Allen

STAFF RECOMMENDATION

Staff recommends the City Council make appointments to fill expiring and vacant terms on the Board of Directors for Tax Increment Financing (TIF) Reinvestment Zone No. 1 (Garden District).

MOTION

I make a motion to adopt Resolution No. _____ appointing members to fill expiring and vacant terms on the Board of Directors for Tax Increment Financing (TIF) Reinvestment Zone No. 1 (Garden District).

ATTACHMENTS:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPOINTING THE BOARD OF DIRECTORS OF THE ALLEN TAX INCREMENT FINANCING REINVESTMENT ZONE NO. 1; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has designated Allen Tax Increment Financing Reinvestment Zone No. 1 and appointed the initial Board of Directors; and,

WHEREAS, the City Council desires to appoint successor directors to the Board of Directors whose terms of office will expire.

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

SECTION 1. The following persons are appointed to the respective places of the Board of Directors of Allen Tax Increment Financing Reinvestment Zone No. 1, beginning on the date of expiration of the current term of office for such places:

- Place 3: Eric Ellwanger Term Expiration: September 30, 2020
City Manager, City of Allen
305 Century Parkway
Allen, Texas 75013
(214) 509-4111
(214) 509-4118 (fax)
- Place 4: Eric Cannon Term Expiration: September 30, 2021
Chief Financial Officer, City of Allen
305 Century Parkway
Allen, Texas 75013
(214) 509-4626
(214) 509-4672 (fax)
- Place 6: Dan Bowman Term Expiration: September 30, 2021
Executive Director, Allen Economic Development Corporation
700 Central Expressway South, Suite 210
Allen, Texas 75013
(214) 727-0250
(469) 519-2385 (fax)
- Place 9: Rebecca Vice Term Expiration: September 30, 2021
Assistant City Manager, City of Allen
305 Century Parkway
Allen, Texas 75013
(214) 509-4113
(214) 509-4118 (fax)

SECTION 2. Members of the Board are appointed to provide for two year staggered terms.

SECTION 3. Eric Ellwanger is hereby appointed as Chairperson for successive terms of one year each until such time as the City Council appoints a different Chairperson. The Board of Directors may elect a Vice-Chairperson to preside in the absence of the Chairperson, or when there is a vacancy in the office of Chairperson. The Board may elect other officers as it considers appropriate.

SECTION 4. This Resolution shall take effect from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 10TH DAY OF SEPTEMBER 2019.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: September 10, 2019

SUBJECT: Adopt a Resolution Reappointing Members to Fill Expiring Terms on the Board of Directors for Tax Increment Financing (TIF) Reinvestment Zone No. 2 (Central Business District).

STAFF RESOURCE: Shelley B. George, City Secretary

ACTION PROPOSED: Adopt a Resolution Reappointing Members to Fill Expiring Terms on the Board of Directors for Tax Increment Financing (TIF) Reinvestment Zone No. 2 (Central Business District).

BACKGROUND

On December 12, 2006, the City Council adopted Ordinance No. 2580-12-06 designating Allen Tax Increment Financing Reinvestment Zone No. 2 and creating a Board of Directors. Members are appointed to serve two year staggered terms. The City Council is asked to consider the following reappointments to fill expiring terms and set a term expiration of September 30, 2020:

Place 1 - Eric Ellwanger, City Manager, City of Allen

Place 3 - Marc Kurbansade, Community Development Director, City of Allen

Place 5 - Dan Bowman, Executive Director, Allen Economic Development Corporation

STAFF RECOMMENDATION

Staff recommends that the City Council make reappointments to fill expiring terms on the Board of Directors for Tax Increment Financing (TIF) Reinvestment Zone No. 2 (Central Business District).

MOTION

I make a motion to adopt Resolution No. _____ reappointing members to fill expiring terms on the Board of Directors for Tax Increment Financing (TIF) Reinvestment Zone No. 2 (Central Business District).

ATTACHMENTS:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPOINTING THE BOARD OF DIRECTORS OF THE ALLEN TAX INCREMENT FINANCING REINVESTMENT ZONE NO. 2; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has designated Allen Tax Increment Financing Reinvestment Zone No. 2 and appointed the initial Board of Directors; and

WHEREAS, the City Council desires to appoint successor directors to the Board of Directors whose terms of office will expire.

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

SECTION 1. The following persons are appointed to the respective places of the Board of Directors of Allen Tax Increment Financing Reinvestment Zone No. 2, beginning on the date of expiration of the current term of office for such places:

Place 1: Eric Ellwanager Term Expiration: September 30, 2021
City Manager
City of Allen
305 Century Parkway
Allen, Texas 75013
(214) 509-4110
(214) 509-4118 (fax)

Place 3: Marc Kurbansade Term Expiration: September 30, 2021
Community Development Director
City of Allen
305 Century Parkway
Allen, Texas 75013
(214) 509-4162
(214) 509-4179 (fax)

Place 5: Dan Bowman Term Expiration: September 30, 2021
Executive Director
Allen Economic Development Corporation
700 Central Expressway South, Suite 210
Allen, Texas 75013
(214) 727-0250
(469) 519-2385 (fax)

SECTION 2. Members of the Board are appointed to provide for two year staggered terms.

SECTION 3. Eric Ellwanger is hereby appointed as Chairperson for successive terms of one year each until such time as the City Council appoints a different Chairperson. The Board of Directors may elect a Vice-Chairperson to preside in the absence of the Chairperson, or when there is a vacancy in the office of Chairperson. The Board may elect other officers as it considers appropriate.

SECTION 4. This Resolution shall take effect from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 10TH DAY OF SEPTEMBER 2019.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: September 10, 2019

SUBJECT: Adopt a Resolution Reiterating the Historical, Architectural, and Cultural Significance of the Central Business District.

STAFF RESOURCE: Marc Kurbansade, Director of Community Development

ACTION PROPOSED: Adopt a Resolution Reiterating the Historical, Architectural, and Cultural Significance of the Central Business District.

BACKGROUND

The Central Business District (CBD) plays an important role in the City of Allen due to its historic, cultural, and architectural significance. In fact, Section 4.08.19.1 of the Allen Land Development Code states that the CBD is the "oldest urban area within the city" and that it "has played an important role in serving the city as a unique neighborhood containing local businesses, churches, and housing."

On June 14, 2019, Governor Greg Abbott signed House Bill 2439 into law. This law will limit the ability of the City of Allen to regulate building materials with the exception of a "place or area designated for its historical, cultural, or architectural importance and significance."

The purpose of this resolution is to reiterate the importance of the CBD within the City of Allen and state that the City will regulate building materials within the Central Business District as permitted within House Bill 2439.

STAFF RECOMMENDATION

Staff recommends approval of Resolution.

MOTION

I make a motion to adopt Resolution No. _____ reiterating the historical, architectural, and cultural significance of the Central Business District.

ATTACHMENTS:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, REAFFIRMING THE DESIGNATION OF THE CENTRAL BUSINESS DISTRICT AS A PLACE OR AREA OF HISTORICAL, CULTURAL, AND ARCHITECTURAL IMPORTANCE AND SIGNIFICANCE TO THE CITY OF ALLEN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, prior to April 1, 2019, the City Council enacted provisions to the City of Allen Comprehensive Zoning Ordinance, later incorporated into the Allen Land Development Code (“ALDC”) originally adopted and effective July 24, 2007, establishing the Central Business District zoning district (“CBD”); and,

WHEREAS, Section 4.08.19 of the ALDC recognizes the CBD as “the oldest urban area within the city” that has “played an important role in serving the city as a unique neighborhood containing local businesses, churched, and housing; and,

WHEREAS, in setting forth the purpose of the CBD Design Review Committee (“the CBD DRC”) under Section 4.08.19 of the ALDC relating to the review and approval of development plans relating to property located in the CBD, the City Council provided that the purpose of the CBD DRC review and approval process was, in part, to “preserve the natural, historic, and architectural qualities of the Central Business District,” to “establish and enhance aesthetic and architectural compatibility within the Central Business District,” and to “ensure that building designs are compatible with the characteristics of the Central Business District in terms of scale, mass, building patterns, facade articulation, and incorporating design elements of prevalent architectural styles;” and,

WHEREAS, finds it to be in the public interest to reaffirm and recognize the various purposes for establishing the Central Business District.

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

SECTION 1. The City Council recognizes and reaffirms the various purposes for which the Central Business District zoning district was established and further reaffirms its prior designation of the Central Business District as an area of historical, cultural, and architectural importance and significance to the City of Allen.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 10TH DAY OF SEPTEMBER 2019.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY
(kbl:8/20/19:110220)

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: September 10, 2019

SUBJECT: Adopt a Resolution Approving a Charity Care Policy to Continue Participation in the Texas Ambulance Services Supplemental Payment Program for Emergency Management Services.

STAFF RESOURCE: Jonathan Boyd, Fire Chief

ACTION PROPOSED: Adopt a Resolution Approving a Charity Care Policy to Continue Participation in the Texas Ambulance Services Supplemental Payment Program for Emergency Management Services.

BACKGROUND

In February of 2009, the State of Texas implemented the Texas Ambulance Services Supplemental Payment Program (TASSPP) in February 2009. It is a state and federally approved program that offsets a portion of the loss incurred when providing services to Medicaid and uninsured patients.

The Centers for Medicare and Medicaid Services (CMS) has mandated that reimbursements through the TASSPP program will only be permitted for charity care patients. The City of Allen does not currently have a policy for charity care. In order for the Allen Fire Department (AFD) to continue receiving funds through the TASSPP program, the City of Allen (COA) must adopt a charity care policy. To continue participating in TASSPP we must have a policy in place by October 1, 2019. This policy must detail charity determination requirements for billing purposes. The proposed COA charity care policy is attached.

The proposed policy defines the eligible charity care population as:

- Does not have 3rd party insurance - health, auto, etc. (uninsured)
- And does not have the ability to pay - no expectation of payment

Based on historical EMS transport data, it is estimated that 30% of the current patient mix is uninsured. From the uninsured pool, the AFD will then determine if patient can/will be able to pay for services during the patient billing process. It is estimated that 80% of the uninsured patient mix will classify as charity care patients.

It is anticipated that the adoption of a charity care policy will have little to no effect on EMS transport revenues. The COA has previously adopted "insurance only" billing for COA residents. Currently COA residents who are uninsured receive no bill, so the adoption of a charity care policy will not further reduce revenue from COA residents. For EMS transports of non-COA residents the AFD practices a soft collection methodology, sending two invoices to non-COA residents. If the non-COA resident is unable to pay, no further attempts at collection are initiated and the charges are written off.

BUDGETARY IMPACT

The City of Allen annually receives \$450,000 - \$650,000 in funds from the TASSPP program. It is required that the City adopt a charity care policy to continue to qualify for TASSPP funds.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt a Resolution approving a Charity Care Policy to continue participation in the Texas Ambulance Services Supplemental Payment Program for Emergency Management Services.

MOTION

I make a motion to approve Resolution No. _____ approving a Charity Care Policy to continue participation in the Texas Ambulance Services Supplemental Payment Program for Emergency Management Services.

ATTACHMENTS:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE ALLEN FIRE DEPARTMENT CHARITY CARE POLICY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Allen Fire Department provides ambulance services to the City of Allen; and,

WHEREAS, the City of Allen Fire Department has been participating in the Texas Ambulance Services Supplemental Payment Program (TASSPP) since 2015; and,

WHEREAS, the Centers for Medicare and Medicaid Services requires a charity care policy to continue participating in TASSPP; and,

WHEREAS, the City Council has determined that it is in the best interest of the City to have a charity care policy.

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

SECTION 1. The City Council hereby approves the City of Allen Fire Department Charity Care Policy as attached.

SECTION 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 4. This Resolution and the Supplement adopted hereby shall become effective upon passage as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 10TH DAY OF SEPTEMBER 2019.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY OF ALLEN FIRE DEPARTMENT CHARITY CARE POLICY

CHARITY CARE POLICY:

The Allen Fire Department may provide healthcare services to patients without the expectation of reimbursement (charity care services) if the patient meets the charity care guidelines below, and is determined to be eligible to be a charity care patient. Charity care services do not include bad debt, payment shortfall(s), insurance allowances, courtesy allowances, or discounts given to patients who do not meet the provider's charity care policy or financial assistance policy.

Charity care services become effective as of October 1, 2019, and will only be available as long as the State of Texas provides reimbursement for charity care services through the Texas Ambulance Services Supplemental Payment Program/Medicaid 1115 Waiver, or similar means of reimbursement.

The Allen Fire Department may change the charity care determination criteria under Section 2. II. on a regular basis and will maintain the current criteria.

CHARITY CARE POLICY GUIDELINES:

1. The Allen Fire Department must determine each patient's ability to pay for the ambulance services provided before classifying the patient as a charity care patient. If the patient does not have the ability to pay for the ambulance services, the Allen Fire Department may determine the patient as a charity care patient.

To determine a patient's ability to pay, the Allen Fire Department shall:

- I. gather patient information during and/or after the services are provided, as applicable given the patient's condition. This may include the issuance of one or more requests for information with the patient to obtain information necessary for the Allen Fire Department to determine the patient's ability to pay for the ambulance services provided. During communication with a patient, the Allen Fire Department shall include information about its charity care services;
- II. undertake an insurance discovery process to identify if the patient has third party insurance including Medicaid, Medicare, or other forms of insurance; and,
- III. undertake reasonable collections efforts to verify and/or yield essential information about the ability of the patient to pay for the ambulance services provided.

2. The Allen Fire Department may classify the patient as a charity care patient if the following occur:

- I. The current revenue cycle process results in one or more of the following:
 - a. the patient does not provide evidence of insurability, or the Allen Fire Department is unable to obtain information from the patient during the requests for information in 1. I. within a 30-day period. The lack of a response by the patient may be considered an affirmation that the patient does not have third party insurance and does not have the ability to pay for the ambulance services provided;
 - b. the insurance discovery process in 1. II. determines that the patient does not have a third party insurance product that will pay for the ambulance services provided. The lack of insurance or having an insurance product that does not pay for ambulance service may be considered by the Allen Fire Department as a determinant that the patient does not have third party insurance and does not have the ability to pay for the ambulance services provided; or,
 - c. the collections effort in 1. III. results in no payment, or minimal payment, from the patient over a 30-day period. Receiving no payment or minimal payment from the patient may be considered by the Allen Fire Department as a determinant that the patient does not have third party insurance and does not have the ability to pay for the ambulance services provided;

- II. The payment predictor model indicates that a patient does not have a high likelihood of payment as identified by the following classifications:
 - a. results indicate a low, medium, or non-classified designation
 - 1) low designation results are identified as “L”
 - 2) medium designation results are identified as “M”
 - 3) non-classified designation results are identified as “NC” and indicates that there is insufficient patient information to adequately determine likelihood of payment, thus indicating a low likelihood of payment
 - b. for patients outside of the low, medium, or non-classified designations, results indicate a “Payment Advisor Score”, PAS, or similar, of 650 or below
3. The Allen Fire Department may also classify the patient as a charity patient if:
 - I. The service to an insured patient is denied by the insurance provider as not covered;
 - II. The Allen Fire Department is notified that the patient has been granted charity care by the sending or receiving hospital; or,
 - III. The Allen Fire Department is notified that the patient is deceased and there are no additional remedy options that may be pursued.
4. Once the Allen Fire Department determines the patient is a charity care patient, the Allen Fire Department will make no further attempts to collect from the patient.
5. The ambulance services provided to the charity care patient shall be valued at 100% of the net cost of providing those services by the Allen Fire Department.

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: September 10, 2019

SUBJECT: Authorize the City Manager to Execute an Interlocal Agreement with Dallas Area Rapid Transit (DART) for the Provision of Demand Response Transportation Services for the Elderly and Disabled.

STAFF RESOURCE: Rebecca Vice, Assistant City Manager

PREVIOUS COUNCIL ACTION: On May 24, 2016, the City Council Approved an Interlocal Agreement between the City of Allen and DART.

BOARD / COMMISSION ACTION: On June 17, 2019, the Allen Community Development Corporation (CDC) Board approved \$151,500 in project funding for FY 2019-2020 for this transportation service.

ACTION PROPOSED: Authorize the City Manager to Execute an Interlocal Agreement with Dallas Area Rapid Transit (DART) for the Provision of Demand Response Transportation Services for the Elderly and Disabled.

BACKGROUND

On December 7, 2015, the Texoma Area Paratransit System (TAPS) Board of Directors voted to cease all services in Collin County immediately. Previous to that date, the City of Allen utilized TAPS to provide Demand Response transportation service to the elderly and disabled residents of Allen.

The North Central Texas Council of Governments (NCTCOG) negotiated an agreement with Dallas Area Rapid Transit (DART) to provide emergency Demand Response transportation service in the communities of Allen, Fairview and Wylie for a pre-determined time period of 90 days. That service began on February 29, 2016 and ended on May 27, 2016.

The City of Allen continued the Demand Response bus service for seniors 65 years of age and older and the disabled, through an Interlocal Agreement (ILA) with DART and their subcontractor (MV transportation) until September 30, 2016. The ILA also provided for the ability to transition from the Demand Response bus service to a Taxi Voucher system.

On October 3, 2016, DART transitioned to a subsidized Taxi Voucher system for the provision of transportation services in the City of Allen. The Taxi Voucher system provides a debit card to eligible residents

that can be loaded with resident funds up to \$100 per month. Those funds are matched 3:1 which provides up to a total of \$400 in usable taxi voucher value per month for eligible residents.

The attached ILA stipulates that the City of Allen will cooperate with DART and consultants to prepare a Collin County Service and Financial Plan to fulfill the requirements of Policy III.07. Cooperation in the planning would include participating on policy, stakeholder and technical advisory committees, providing information about economic development, demographic projections, and financial projections, and reviewing and commenting on the Collin County Service Plan as necessary.

The proposed ILA renews the existing services with DART for an additional three years, terminating on September 30, 2022. The ILA requires monthly payments of \$12,625 for FY20, \$13,004 for FY21 and \$13,394 for FY22.

The Allen Community Development Corporation (CDC) has approved funding in this amount for FY 2019-2020. The ILA also stipulates that on July 1, 2022, DART shall provide a projected pricing schedule for continuation of any service beyond the term of the agreement, and provides for the ability of either party to unilaterally terminate the agreement for any reason with 120 days written notice.

BUDGETARY IMPACT

Funding of \$151,500 annually for Demand Response transportation service has been approved by the Allen Community Development Corporation for FY2020.

STAFF RECOMMENDATION

Staff recommends authorizing the City Manager to execute an Interlocal Agreement with Dallas Area Rapid Transit (DART) for the provision of demand response transportation services for the elderly and disabled.

MOTION

I make a motion to authorize the City Manager to execute an Interlocal Agreement with Dallas Area Rapid Transit (DART) for the provision of demand response transportation services for the elderly and disabled.

ATTACHMENTS:

ILA - DART

or require that residents of the CITY pay a higher fare or percentage share of taxi vouchers for the Service. The suspension or revised user fees may continue until payments from the CITY resume.

2. Service Description

2.1. Service includes weekday contract demand-responsive service as operated by the LGC contractor. During the Term of this Agreement, the Service may be replaced with a transportation assistance program to provide accessible public transportation services for the eligible residents of Collin County, including CITY.

2.2. Except as may be limited in accordance with Section 1.4, Service shall be available to residents of Collin County who are 65 years of age or older or who have a disability and who have no access to alternative private or public transportation.

2.3. Eligible users of Service provided under this Agreement will be required to pay a fare per trip and/or percentage share of the subsidy value provided for the Service.

2.4. Eligible users of Service shall be required to schedule ride requests and rides will be available on-demand between the hours of 5:00 am and 11:00 pm on Monday through Sunday.

2.5. Eligible users of Service who fail to cancel a previously scheduled or regularly scheduled trip at least one hour in advance of the pickup time shall pay a fee in an amount as required by the LGC.

3. LGC Duties and Responsibilities

3.1. LGC may cause a contractor to provide the Service, including vehicles, drivers, supervisors, call center and scheduling staff, and any other staff or services required to provide the Service;

3.2. LGC may cause its contractor to clean, fuel and otherwise maintain any vehicles needed to provide a demand-responsive service.

3.3. LGC may cause a taxi or other transportation service to provide voucher management services, technology, software or other services, supplies, or equipment necessary to operate a user transportation assistance program.

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

3.5. Performance Measures and Reporting. LGC shall provide CITY with information regarding ridership, on-time performance of the Service, costs, and number of users, within thirty (30) days of receipt of such information from the contract provider.

3.6. LGC shall convene periodic meetings with CITY staff to discuss the Service.

3.7. LGC shall cause to be prepared planning, engineering, and financial planning services and data required by the North Central Texas Council of Governments (“NCTCOG”). NCTCOG is responsible for funding and managing the development of the Collin County Transit Service and Financial Plan, which will include CITY. This NCTCOG plan will meet the CITY obligations as required by Policy III.07 to develop a 20-year transit service and financial plan during the Term of this Agreement. Following the completion of the transit service and financial plan by NCTCOG, the CITY shall develop a plan for CITY membership in DART.

3.8. LGC will distribute to CITY and analyze any available surveys of the Service. CITY may provide input regarding the design of the survey instruments, if any are used.

4. CITY Duties and Responsibilities

4.1. CITY shall allow the LGC to operate the Service on CITY streets including contract demand-responsive service or taxi services.

4.2. CITY shall assist in marketing and communications of Service to residents, using the CITY website, resident newsletters, or other methods of communication controlled by the CITY to inform residents about the Service.

4.3. CITY shall cooperate with the NCTCOG, NCTCOG consultants, and LGC to prepare a Collin County Service and Financial Plan, as required by DART Policy III.07. Cooperation shall include, by example and not limitation, participating on policy, stakeholder and technical advisory committees, providing information about CITY economic development, demographic projections, financial projections, and reviewing and commenting on the Collin County Service Plan as required under DART Policy III.07. The cost of the planning prepared by NCTCOG will be the responsibility of NCTCOG.

4.4. Commencing September 1, 2019, and on the first day of every month thereafter during the Term hereof, CITY shall pay LGC CITY’s share of the Service as shown in Exhibit A to the following address:

Dallas Area Rapid Transit
Accounts Receivable
P.O. Box 840009
Dallas, TX 75284-0009

The final monthly payment of each year will be adjusted to reflect the annual total not-to-exceed amount shown in Exhibit A. Any payments made under this Agreement shall be made from revenues currently available to the Parties. The provisions of Chapter 2251 of the Texas Government Code shall apply to payments under this Agreement. The amount due hereunder is subject to change in the event that CITY requests a change in the program or LGC grant funds are depleted.

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

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

7. Planning. On July 1, 2022, LGC shall provide a projected pricing schedule for continuation of the Service beyond the Term. CITY shall notify DART in the event that, prior to July 1, 2022, CITY has determined not to continue funding for the Service after September 30, 2022.

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

9. Liability. To the extent required by law, each party agrees to be responsible for any claims, negligence claims, demands or lawsuits arising out of its own negligence. Nothing contained in this Agreement shall be construed as an express or implied waiver by any party of any legal defenses including but not limited to the defense of governmental immunity. The Parties acknowledge that the Parties are prohibited by the Texas Constitution from indemnifying a third party. Nothing in this Agreement shall be construed to give rights to any person or entity that is not a party to this Agreement. A Party may be liable for reasonable attorney fees, court costs, and other reasonable expenses incurred if the other Party prevails in any legal action obtained to enforce its rights under this Agreement and a judgment for legal fees is obtained.

10. Insurance. LGC shall provide or cause its contractor providing the Service to obtain and maintain during the Term the following insurance policies and coverage:

10.1. Insurance Policy for: (i) a commercial general liability policy of insurance for bodily injury, death and property damage including the property of CITY, its officers, contractors, agents and employees (collectively referred to as the "CITY") insuring against all claims, demands or actions relating to the work and services provided pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$1,000,000.00 aggregate including products and completed operations coverage of \$1,000,000.00. This policy shall be primary to any policy or

policies carried by or available to CITY; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired and/or operated by LGC or its contractor (as applicable), its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of LGC contractor's employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00.

10.2. All insurance shall be endorsed to provide the following provisions: (1) name CITY, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to CITY that indicates the insurance company will provide to the CITY at least a thirty (30) day prior written notice for cancellation, and/or non-renewal of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the LGC shall provide written notice to CITY of any material changes to any of the policies of insurance.

10.3. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by CITY.

10.4. A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to CITY prior to commencement of services.

11. Miscellaneous Provisions.

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

LGC:
c/o DALLAS AREA RAPID TRANSIT
P.O. Box 660163
Dallas, Texas 75266-7213
Attention: Todd Plesko
Vice President, Planning and Development

CITY:
City of Allen
305 Century Parkway
Allen, Texas 75013
Attention:
Assistant City Manager

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201

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

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

11.3. Fiscal Funding. CITY is a political subdivision of the State of Texas (or creation thereof). CITY shall have the right, upon the failure of the governing body of CITY to appropriate sufficient finances to fund of this Agreement, to terminate this Agreement as of the effective date of such lack of fiscal funding. When exercising this right, CITY shall give notice to LGC of any such failure of funding at the earliest possible time.

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

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

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

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

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

11.9. Exhibits and Attachments. The exhibits attached to this Agreement are incorporated by reference as if written word for word herein. In the event of conflict between the exhibits and this Agreement, the terms of this Agreement shall prevail.

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

11.11. Incorporation of Recitations. The recitations and “whereas” provisions of this Agreement are incorporated herein as part of this Agreement for all purposes.

11.12. DART Board Policy III.07. The Provisions of the DART Board Policy are incorporated herein and binding on the Parties hereto. Any renewal of this Agreement must be approved by each Party and the DART Board of Directors.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple originals effective as of the date last signed by a Party.

DALLAS AREA RAPID TRANSIT MOBILITY SERVICE, LGC

By: _____

Date: _____

CITY OF ALLEN

By: _____

Date: _____

City Manager

Exhibit A

Exhibit A	FY20 Monthly Amount	FY21 Monthly Amount	FY22 Monthly Amount	FY20 Annual Not to Exceed Amount	FY21 Annual Not to Exceed Amount	FY22 Annual Not To Exceed Amount
Allen	\$ 12,625.00	\$ 13,003.75	\$ 13,393.83	\$ 151,500.00	\$ 156,045.00	\$ 160,726.00

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: September 10, 2019

SUBJECT: Award Bid and Authorize the City Manager to Execute the Purchase of Water and Sewer Parts and Supplies with Core and Main DBA HD Supply Waterworks, Ferguson Waterworks and APSCO Supply for an Annual Amount of \$100,000 for One Year with Options for Two (2) One-Year Renewals.

STAFF RESOURCE: Jimmy Knipp, Assistant Director of Community Services
Debra Morris, Purchasing Manager

ACTION PROPOSED: Award Bid and Authorize the City Manager to Execute the Purchase of Water and Sewer Parts and Supplies with Core and Main DBA HD Supply Waterworks, Ferguson Waterworks and APSCO Supply for an Annual Amount of \$100,000 for One Year with Options for Two (2) One-Year Renewals.

BACKGROUND

The purpose of this bid is to provide water and sewer parts and supplies for the Water and Sewer Division of the Community Services Department. The Water and Sewer Operating Fund includes the funds for water and sewer parts and supplies. The annual contract will allow the City to better manage its resources and control costs. Vendors were notified of the solicitation for bid number 2019-6-62 via our online bidding system and our advertisement in the Allen American.

On July 29, 2019, the Purchasing Division received bids to provide Water and Sewer Parts and Supplies. A total of four hundred and sixty two (462) vendors were solicited and three (3) bid responses were received. In order to secure the best overall pricing on a variety of parts and supplies in variable quantities, it is recommended to award to Core and Main (HD Supply Waterworks), Ferguson Waterworks and APSCO Supply based on individual line item costs. Staff recommends approval of a one-year contract with options to renew for two (2) one-year periods. The annual expenditure of the contract shall not exceed \$100,000.

BUDGETARY IMPACT

The funding for this contract is budgeted in the Water and Sewer General Operating Fund.

STAFF RECOMMENDATION

Staff recommends that the City Council award bid and authorize the City Manager to execute the purchase of

water and sewer parts and supplies with Core and Main DBA HD Supply Waterworks, Ferguson Waterworks and APSCO Supply for an annual amount of \$100,000 for one year with options for two (2) one-year renewals.

MOTION

I make a motion to award bid and authorize the City Manager to execute the purchase of water and sewer parts and supplies with Core and Main DBA HD Supply Waterworks, Ferguson Waterworks and APSCO Supply for an annual amount of \$100,000 for one year with options for two (2) one-year renewals.

ATTACHMENTS:

Bid Tab

2019-6-62 Water & Sewer Repair Parts and Supplies

Bid Tabulation by Supplier



Item #	Description	APSCO Supply	Core and Main	Ferguson
		Unit Price	Unit Price	Unit Price
1	4" x 7-1/2" Full Circle Clamp	38.92	37.91	38.61
2	4" x 7-1/2" Full Circle Clamp	39.85	39.34	39.97
3	4" x 10" Full Circle Clamp	53.50	53.20	53.80
4	4" x 15" Full Circle Clamp	75.98	78.00	79.01
5	6" x 7-1/2" CI Full Circle Clamp	47.15	47.00	47.16
6	6" x 7-1/2" AC Full Circle Clamp	47.87	48.00	47.87
7	6" x 15" CI Full Circle Clamp	88.15	87.00	87.67
8	6" x 15" AC Full Circle Clamp	88.80	88.00	88.80
9	8" x 7-1/2" CI Full Circle Clamp	56.40	56.00	56.63
10	8" x 7-1/2" AC Full Circle Clamp	57.10	57.00	57.67
11	8" x 15" CI Full Circle Clamp	107.35	106.00	107.66
12	8" x 15" AC Full Circle Clamp	111.25	108.00	109.21
13	12" x 10" Full Circle Clamp	103.02	102.00	100.37
14	12" x 12" CI Full Circle Clamp	124.65	120.00	121.45
15	12" x 15" AC Full Circle Clamp	162.20	160.00	158.03
16	4" x 3/4" Bronze Tapping Saddle	78.52	71.28	72.02
17	4" x 1" Bronze Tapping Saddle	78.52	71.28	72.02
18	4" x 1-1/2" Bronze Tapping Saddle	91.57	83.13	91.48
19	4" x 2" Bronze Tapping Saddle	99.68	90.54	84.81
20	6" x 3/4" Bronze Tapping Saddle	92.49	83.94	86.62
21	6" x 1" Bronze Tapping Saddle	92.49	83.94	86.62
22	6" x 2" Bronze Tapping Saddle	116.18	105.52	108.88
23	8" x 3/4" Bronze Tapping Saddle	114.36	103.93	107.24
24	8" x 1" Bronze Tapping Saddle	114.36	103.93	107.24
25	8" x 1-1/2" Bronze Tapping Saddle	120.51	109.39	112.88
26	8" x 2" Bronze Tapping Saddle	131.18	119.24	123.04
27	12 1/4" x 3/4" Bronze Tapping Saddle	186.21	150.71	152.28
28	12 1/4" x 1" Bronze Tapping Saddle	186.21	173.09	152.28
29	12" x 1/4" x 2" Bronze Tapping Saddle	213.83	\$	174.90
30	6" C900 PVC Pipe (Minimum Class DR14)	5.25	POA	4.85
31	8" C900 PVC Pipe (Class 150 DR18)	7.24	POA	6.70
32	12" C900 PVC Pipe (Class 150 DR18)	15.34	POA	14.18
33	Solid MJ Sleeve 4" x 12"	63.60	62.00	62.23
34	Solid MJ Sleeve 6" x 12"	96.75	92.00	92.66
35	Solid MJ Sleeve 8" x 12"	123.65	120.00	121.01
36	Solid MJ Sleeve 12" x 12"	245.40	242.00	244.10
37	5" Fire Hydrant Waterous	1,460.95	1,750.00	1,688.33
38	12" Fire Hydrant Extension	469.25	269.00	210.36
39	Shorty Valve Box (body only)	49.40	49.00	48.89
40	Valve Stack Cover (lid for #114)	23.65	23.00	22.91
41	1" Valve Stack Riser	23.65	32.00	22.67
42	2" Valve Stack Riser	32.40	32.00	31.74
43	4" Valve Stack Riser	47.85	47.00	46.85
44	6" Valve Stack Riser	82.15	81.00	80.43
45	4" MJ Valve	365.20	355.00	340.53
46	6" MJ Valve	461.15	470.00	434.78
47	8" MJ Valve	734.50	720.00	691.94
48	12" MJ Valve	1,426.90	1,420.00	1,337.01
49	3/4" Comp Angle Stop	39.68	35.18	31.17
50	1" Comp Angle Stop	80.63	71.48	42.69
51	1-1/2" Comp Angle Stop	234.69	208.07	139.11
52	2" Comp Angle Stop	297.92	264.13	201.20
53	3/4" 1 x 1 Curbstop	28.24	65.01	46.50
54	3/4" Comp x IP Curbstop	35.66	31.69	47.16
55	3/4" MN x IP Curbstop	40.24	29.63	49.76
56	1 1"x 1" Curbstop	53.16	65.01	66.52
57	1C x 1" Curbstop	63.55	72.38	72.35

2019-6-62 Water & Sewer Repair Parts and Supplies

Bid Tabulation by Supplier



Item #	Description	APSCO Supply	Core and Main	Ferguson
		Unit Price	Unit Price	Unit Price
58	1 MN x Comp Curbstop	74.08	80.74	74.34
59	1-1/2" 1 x 1 Curbstop	148.19	155.71	132.76
60	1-1/2" Comp x IP Curbstop	175.63	128.29	155.36
61	2 1"x1" Curbstop	215.85	191.37	193.29
62	2 Comp x IP Curbstop	243.45	215.84	216.29
63	3/4" FL Corp	27.17	24.09	24.45
64	3/4" Comp Corp	29.22	25.40	26.21
65	3/4" Corp IP x Comp	29.22	25.40	26.21
66	1" Comp Corp	44.18	39.16	39.70
67	1" Corp IP x Comp	44.18	39.16	39.70
68	1-1/2" Comp Corp	127.37	112.92	112.88
69	2" Comp Corp IP	210.67	186.78	200.28
70	2" Comp Corp CC	210.67	186.78	209.50
71	2" x 1/2" Bell Reducer	45.10	57.44	46.02
72	2" x 3/4" Bell Reducer	45.10	57.44	46.02
73	2" x 1" Bell Reducer	45.10	57.44	46.02
74	2" x 1-1/4" Bell Reducer	41.67	53.17	42.61
75	2" x 1-1/2" Bell Reducer	41.75	53.17	42.61
76	2" x 1/2" Bushing Brass	16.75	32.77	26.26
77	2" x 3/4" Bushing Brass	16.75	20.89	16.73
78	2" x 1" Bushing Brass	16.75	20.89	16.73
79	2" x 1-1/4" Bushing Brass	16.75	20.89	16.73
80	2" x 1-1/2" Bushing Brass	16.75	20.89	16.73
81	2" x 1-1/2" CC Bushing Brass	37.09	46.16	Not Made
82	3/4" COMP x COMP Coupling	16.31	14.20	14.65
83	1" COMP x COMP Coupling	18.66	16.54	15.98
84	1-1/4" COMP x COMP Coupling	32.22	44.34	43.89
85	1-1/2" COMP x COMP Coupling	62.43	55.35	55.17
86	2" COMP x COMP Coupling	84.28	74.72	74.50
87	3/4" Brass Coupling	5.50	6.69	5.14
88	1" Brass Coupling	9.15	11.43	8.77
89	1-1/4" Brass Coupling	14.85	19.07	14.63
90	1-1/2" Brass Coupling	19.90	24.80	19.03
91	2" Brass Coupling	32.95	41.01	31.47
92	3/4" COMP X MIP Coupling	13.39	11.88	12.01
93	3/4" COMP X FIP Coupling	14.09	12.46	12.86
94	3/4" 90 MIP x Coupling	14.67	12.09	12.48
95	1C x 1" Female Adapter	17.98	17.82	14.88
96	1 COMP x MIP Coupling	15.86	14.06	14.18
97	1 COMP x FIP Coupling	19.12	17.82	18.39
98	1-1/2" COMP MIP Coupling	43.45	38.01	38.41
99	1-1/2" COMP x FIP Coupling	55.57	49.27	49.10
100	2 COMP x MIP Coupling	63.31	56.12	55.96
101	2 COMP x FIP Coupling	66.18	58.67	58.52
102	3/4" All Brass Nipple	1.75	1.90	1.54
103	3/4" x 2" Brass Nipple	2.20	2.00	2.07
104	3/4" x 4" Brass Nipple	3.95	3.75	3.62
105	3/4" x 6" Brass Nipple	5.45	5.25	5.28
106	1" ALL Brass Nipple	2.85	2.40	2.43
107	1" x 2" Brass Nipple	3.20	3.00	2.99
108	1" x 4" Brass Nipple	5.60	5.25	5.24
109	1" x 6" Brass Nipple	7.95	7.75	7.72
110	1-1/4" ALL Brass Nipple	3.75	4.00	3.66
111	1-1/4" x 2" Brass Nipple	4.15	4.25	4.18
112	1-1/4" x 4" Brass Nipple	7.55	7.25	7.38
113	1-1/4" x 6" Brass Nipple	11.10	10.50	10.77
114	1-1/2" All Brass Nipple	4.95	4.75	4.77

2019-6-62 Water & Sewer Repair Parts and Supplies

Bid Tabulation by Supplier



Item #	Description	APSCO Supply	Core and Main	Ferguson
		Unit Price	Unit Price	Unit Price
115	1-1/2" x 2" Brass Nipple	5.40	5.00	5.13
116	1-1/2" x 4" Brass Nipple	9.50	9.00	9.20
117	1-1/2" x 6" Brass Nipple	13.25	13.25	13.59
118	2" ALL Brass Nipple	7.15	7.00	7.25
119	2" x 4" Brass Nipple	11.95	9.25	11.83
120	2" x 6" Brass Nipple	17.75	17.00	17.47
121	3/4" Street 90	8.15	10.50	8.41
122	3/4" Brass 90	6.20	7.75	6.11
123	3/4" Brass 45	7.90	10.00	7.98
124	1" Street 90	13.10	17.25	13.77
125	1" Brass 90	9.90	12.50	9.94
126	1" Brass 45	13.05	17.00	13.60
127	1-1/2" Brass 90	19.65	25.00	19.88
128	1-1/2" Brass 45	26.00	34.00	27.20
129	2" Brass 90	31.25	40.00	32.08
130	2" Street ELL	44.15	58.25	46.62
131	2" Brass 45	42.85	55.00	43.99
132	3/4" Brass Tee	7.80	9.75	7.62
133	1 Brass Tee	13.50	17.25	13.77
134	1-1/2" Brass Tee	27.10	33.50	26.74
135	2" Brass Tee	43.85	55.50	44.33
136	3/4" Brass Comp Tee	42.22	34.99	33.67
137	1" Brass Comp Tee	54.89	37.45	46.69
138	COMP – COMP 90 3/4"	21.08	18.69	18.00
139	COMP – COMP 90 1"	27.08	24.00	23.12
140	3/4" Poly Tubing	0.30	0.35	0.25
141	1" Poly Tubing	0.40	0.50	0.42
142	1-1/2" Poly Tubing	0.95	0.95	0.81
143	2" Poly Tubing	1.35	1.50	1.49
144	6" AC CI Dresser	94.70	95.00	92.76
145	8" AC CI Dresser	111.65	110.00	109.36
146	12" AC CI Dresser	210.55	210.00	208.36
147	6" CI Dresser	68.05	68.00	67.36
148	8" CI Dresser	85.15	84.00	85.15
149	12" CI Dresser	145.45	140.00	137.95
150	4" Megalug	21.50	36.00	21.97
151	6" Megalug	26.20	44.95	26.78
152	8" Megalug	38.35	46.00	39.63
153	12" Megalug	75.80	110.00	79.43
154	24" Magalug	282.05	380.00	302.27
155	4" Gland Pack	18.65	18.00	19.20
156	6" Gland Pack	21.75	22.00	22.90
157	8" Gland Pack	25.15	25.00	26.59
158	12" Gland Pack	37.00	37.00	39.15
159	24" Gland Pack	151.75	150.00	120.00
160	6" MJ 90	108.05	105.00	105.80
161	6" MJ 45	89.05	87.00	87.13
162	8" MJ 90	158.25	154.00	154.89
163	8" MJ 45	126.50	123.00	123.78
164	4" PVC Back Flow Preventer	29.15	33.00	28.76
165	Cast Iron Cleanout	205.25	203.00	197.28
166	Cast Iron Cleanout Lid	24.45	24.00	22.11
167	4" PVC Cleanout Lid	2.05	1.95	1.90
168	4" Rubber Clean HUB	3.10	2.75	2.71
169	4" PVC Cleanout Top	2.05	2.00	3.11
170	6" PVC Cleanout Top	9.50	9.95	9.51
171	6" PVC Cleanout HUB	14.80	15.00	14.69

2019-6-62 Water & Sewer Repair Parts and Supplies

Bid Tabulation by Supplier



Item #	Description	APSCO Supply	Core and Main	Ferguson
		Unit Price	Unit Price	Unit Price
172	4" PVC-PVC CT Adapter	3.95	3.50	3.66
173	4" PVC Clay CT Adapter	3.95	3.50	3.66
174	6" PVC- PVC CT Adapter	7.65	7.50	7.81
175	6" PVC- Clay CT Adapter	7.65	7.50	7.81
176	8" PVC-PVC CT Adapter	11.50	11.50	12.02
177	8" PVC- Clay CT Adapter	11.50	11.50	12.02
178	10" PVC- Clay CT Adapter	17.10	18.00	18.04
179	12" PVC- PVC CT Adapter	19.65	21.00	21.06
180	10" x 10" PVC CT Adapter	17.10	18.00	18.04
181	12" PVC – Clay CT Adapter	19.65	20.00	21.06
182	3" PVC to 4" PVC CT Adapter	4.05	4.00	3.93
183	24" Ring & Manhole Lid	350.35	360.00	352.21
184	30" Ring & Manhole Lid	355.60	360.00	355.60
185	24" Composite Ring & Manhole Lid	519.75	770.00	420.21
186	30" Composite Ring & Manhole Lid	697.35	1,240.00	526.60
187	24" Inflow Manhole Covers	49.45	24.00	40.05
188	30" Inflow Manhole Covers	79.75	49.00	63.88
189	24" Boltdown Ring & Manhole Lid	473.95	490.00	479.00
190	30" Boltdown Ring & Manhole Lid	402.15	400.00	393.62
191	2" x 24" Concrete Grade Rings	15.30	21.00	14.78
192	3" x 24" Concrete Grade Rings	17.50	27.00	18.73
193	4" x 24" Concrete Grade Rings	20.50	28.00	20.85
194	2" x 30" Concrete Grade Rings	17.50	26.25	18.73
195	3" x 30" Concrete Grade Rings	21.10	32.00	22.68
196	4" x 30" Concrete Grade Rings	25.80	38.00	26.91
197	2" x 24" Composite Grade Rings	27.10	27.00	25.56
198	3" x 24" Composite Grade Rings	80.50	N/A	31.11
199	4" x 24" Composite Grade Rings	45.80	47.00	40.00
200	2" x 30" Composite Grade Rings	36.25	N/A	44.89
201	3" x 30" Composite Grade Rings	120.75	N/A	44.89
202	4" x 30" Composite Grade Rings	46.10	47.00	48.00
203	4" SCH35 PVC Pipe	0.87	POA	0.80
204	6" SCH35 PVC Pipe	1.88	POA	1.73
205	8" SCH35 PVC Pipe	3.38	POA	3.11
206	10" SCH35 PVC Pipe	5.29	POA	4.88
207	12" SCH35 PVC Pipe	7.60	POA	7.00
208	4" PVC 22	2.65	2.50	2.60
209	4" PVC 45	2.40	2.50	2.37
210	4" PVC 90	2.80	2.95	2.76
211	6" PVC 22	11.50	11.00	11.37
212	6" PVC 45	9.25	9.00	9.32
213	4" x 4" PVC WYE	4.40	4.20	4.32
214	6" x 4" PVC WYE	23.05	22.00	21.47
215	6" x 6" PVC WYE	25.50	24.75	24.31
216	8"x 4" PVC WYE	33.65	33.00	32.05
217	4" x 4" PVC Tee	3.15	3.00	9.94
218	6" x 4" PVC Tee	12.90	12.50	20.85
219	4" PVC Collar	1.65	3.00	1.56
220	6" PVC Collar	15.90	15.90	15.16
221	8" PVC Collar	27.05	27.00	25.74
222	4" SCH40 Collar	3.50	3.50	2.29
223	SCH35 x SCH40 Reducer	3.10	2.75	3.71
224	4" PVC Gripper Plug	5.35	5.95	6.05
225	6" PVC Gripper Plug	14.10	17.00	16.36
226	8" PVC Gripper Plug	27.15	30.00	27.85
227	2 Bolt 4" Dallas Lateral Cut Out	54.35	55.00	19.32
228	1-1/2" Meter Flange Set	52.30	54.00	50.40

2019-6-62 Water & Sewer Repair Parts and Supplies

Bid Tabulation by Supplier



Item #	Description	APSCO Supply	Core and Main	Ferguson
		Unit Price	Unit Price	Unit Price
229	2 Meter Flange Set	62.65	57.00	51.74
230	¾" Straight Meter Coupling	8.70	7.25	7.29
231	1 Straight Meter Coupling	13.39	11.00	11.20
232	¾" x 7" Meter Riser	80.19	88.00	86.44
233	18" x 14" Galvanized Meter Box, Corrugated Can, Cast Iron Lids, Slotted for Touch Reader Opening	106.95	110.00	104.70
234	28" x 18" Galvanized Meter Box, Corrugated Can, Cast Iron Lids	308.50	305.00	295.64
235	1-1/2" Meter Gaskets	195.00	1.00	0.85
236	2" Meter Gaskets	1.05	1.25	0.95
237	¾" Meter Gaskets	0.08	0.09	0.16
238	1" Meter Gaskets	0.12	0.11	0.16
239	Adapter A34	17.04	18.93	8.01
240	Bolt Set, 2 ½"	5.25	6.90	2.54
241	Indiana Seal Shear Guards 3" SCH40 to 4" SDR35	40.80	39.00	8.09
242	Indiana Seal Shear Guards 4" Clay to 4" SDR35	41.54	21.00	9.37
243	Indiana Seal Shear Guards 4" CI/PVC to 4" SDR35	41.54	19.00	8.09
244	Indiana Seal Shear Guards 6" Clay to 6" SDR35	60.01	30.00	11.49
245	Indiana Seal Shear Guards 6" CI/PVC to 6" SDR35	49.49	56.00	10.64
246	Indiana Seal Shear Guards 8" Clay to 8" SDR35	66.20	42.00	14.90
247	Indiana Seal Shear Guards 8" CI/PVC to 8" SDR35	66.20	53.00	14.04
248	Indiana Seal Shear Guards 10" Clay to 10" SDR35	81.60	55.00	16.60
249	Indiana Seal Shear Guards 10" CI/PVC to 10" SDR35	81.60	60.00	16.60
250	Indiana Seal Shear Guards 12" Clay to 12" SDR35	96.53	84.00	22.98
251	Indiana Seal Shear Guards 12" CI/PVC to 12" SDR35	96.53	67.00	19.58
252	Root-X 2 lb. Jar with Funnel/Applicator	45.60	N/B	49.99
253	Grease-X Biozyme Jar	30.50	N/B	70.65
254	Oatey Rain-R-Shine Medium Blue PVC Cement 32 oz.	6.50	17.00	7.09
255	Oatey Purple Primer for CPVC, PVC 32 oz.	5.57	15.00	4.84
Total	Grand Total of All Items	20,333.93	20,192.20	18,284.80

2019-6-62 Water & Sewer Repair Parts and Supplies

Bid Tabulation by Supplier



	APSCO Supply	Core and Main	Ferguson
# of Low Bid Items	62	83	115
Total # of Items	255	255	255
Percentage of Items as Low Bid	24%	33%	45%
Percentage of above items maintained by offeror as stocked inventory	85%	50%	90%
State manufacturer's latest suggested list price and your percent discount for items not herein listed	5%	Varies	<ul style="list-style-type: none"> ▪Smith Blair - 20% ▪Mueller Brass -40% ▪Tyler Fitting - 20% ▪B&H Casting - 5% ▪AFC HYD & VLV - 25% ▪Ebaa - 20% ▪Fernco - 20% ▪Multi - 30%

Stocked items must be delivered to the City of Allen within twenty-four (24) hours of receipt of order.

Please state the estimated response time to deliver stock items to the City of Allen	24 hours	1 to 2 hours	Stocked Items - 24 Hours; Non Stocked - 1 Week
Charges for evening and/or weekend delivery in addition to normal charges	\$ 250	\$ -	\$ -

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: September 10, 2019

SUBJECT: Award Bid and Authorize the City Manager to Execute a Professional Services Agreement with Destination Innovate, LLC, for Marketing Agency Services for the Allen Convention and Visitors Bureau in the Annual Amount of \$180,000 with Four (4) Optional One-Year Renewals.

STAFF RESOURCE: Karen Cromwell, Director of Allen Convention and Visitors Bureau

BOARD / COMMISSION ACTION: The CVB Advisory Board met on August 14, 2019, where they expressed agreement with the recommendation to contract with Destination Innovate as the CVB agency of record.

ACTION PROPOSED: Award Bid and Authorize the City Manager to Execute a Professional Services Agreement with Destination Innovate, LLC, for Marketing Agency Services for the Allen Convention and Visitors Bureau in the Annual Amount of \$180,000 with Four (4) Optional One-Year Renewals.

BACKGROUND

In 2011, the Allen Convention and Visitors Bureau (CVB) Brand was developed and the City of Allen partnered with a professional marketing firm, Latitude, to develop and implement a marketing plan for the new brand campaign. Latitude proved to be a critical partner to support the CVB's mission of marketing Allen as a destination. The first two years of contracted service focused on creative projects ranging from development of CVB destination assets such as a destination video, a visitor's guide, photo assets and the creative development of advertising and online marketing materials. The emphasis in the third year shifted primarily toward launching and managing CVB online marketing initiatives with minor updates needed on creative elements.

In 2015, it was determined that there was a need to refresh the creative material for the CVB's brand and the timing would correspond with the planning for a new convention center. Plans to complete a creative refresh were strategically delayed pending a definite opening date for the convention center project. CVB staff have been managing the brand and related marketing in-house.

In 2017, council approved CVB Advisory Board and staff recommendations to contract a new agency of record, Belmont Icehouse. Belmont Icehouse assisted with the development of the creative materials and the actual marketing campaign related to the CVB brand. This also included a specific campaign related to the

convention center project with the goal to create awareness and excitement around the new facility. The timing of this campaign is strategically planned to correspond with the timing of the convention center while continuing to market the existing assets in Allen.

On June 27, 2019, the Purchasing Division advertised and issued a Request for Proposal for the Convention and Visitors Bureau Agency of Record. On July 18th, four responses were received. Each response was evaluated by a team of City of Allen professionals. Destination Innovate is recommended as the most advantageous to the Allen Convention and Visitors Bureau scope of services, has the highest scores in the evaluation process and with competitive pricing.

At the August 14, 2019, CVB Advisory Board meeting, staff presented a recommendation to contract Destination Innovate as the CVB agency of record. The CVB Advisory Board agreed with staff recommendation to move forward with Destination Innovate to oversee and support the department's strategic marketing plans including, but not limited to, Brand oversight and campaign development, Social media strategy and content development, Website redesign and updates (experience with Civic Plus platform preferred), Development of an influencer strategy plan, Strategy for destination partner engagement, and Coordination and oversight of marketing-related photo and video shoots.

BUDGETARY IMPACT

The total budget for the Professional Services Agreement is included in the FY 2019-2020 CVB operating budget. This annual contract with Destination Innovate is based on a defined scope of services (attached as Exhibit A to the contract) where the specific scope of work and associated costs will be identified in detail annually on a project-by-project basis.

STAFF RECOMMENDATION

Staff recommends that the City Council award bid and authorize the City Manager to execute a Professional Services Agreement with Destination Innovate, LLC, for marketing agency services for the Allen Convention and Visitors Bureau in the annual amount of \$180,000 with four (4) optional one-year renewals.

MOTION

I make a motion to award bid and authorize the City Manager to Execute a Professional Services Agreement with Destination Innovate, LLC, for Marketing Agency Services for the Allen Convention and Visitors Bureau in the annual amount of \$180,000 with four optional one-year renewals.

ATTACHMENTS:

Professional Services Agreement
Exhibit A Scope of Services
Destination Innovate Vendor Response for Contract

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement (“Agreement”) is made by and between the City of Allen, Texas (“City”) and Destination Innovate, LLC, a Marketing Company (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist the City in Agency of Record for the Allen Convention and Visitors Bureau (the “Project”) on the terms and conditions set forth in this Agreement; and

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

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

Article I
Term

1.1 This Agreement shall commence on September 11th, 2019 (Effective Date”) and continue through September 10th, 2020. City maintains the right to automatically renew this Agreement for up to 4 additional renewal terms. The fourth and final renewal will commence on September 11^h, 2024 and continue through September 10th, 2025 at the City’s sole discretion, under the terms and conditions stated herein.

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

Article II Scope of Service

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services. The Professional shall perform the services: (i) with the professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be.

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

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

2.4 Upon execution of this Agreement the City has the right to use the Professional's instruments of service, including but not limited to reports, maps, cost estimates, recommendations or other deliverables for the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's employees, agents, contractors and subcontractors may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Professional hereunder, all deliverables, materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such deliverables, materials and reports only for those purposes for which they were intended. Subject to the foregoing, Professional shall, upon completion of the services, or earlier termination, provide the City with the deliverables, drawings, reports, maps, and materials prepared by Professional as set forth in the Scope of Services. Any reproductions shall include 24" x 36" blackline 3mil reproducible mylars of the completed drawings plus a compact disc containing all construction plan sheets in a ".dwg" format and a scanned 24" x 36" black & white "Tiff" images at 400 dpi resolution and in electronic format as requested by the City or as required in the Scope of Services.

**Article III
Schedule of Work**

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

**Article IV
Compensation and Method of Payment**

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Annual Project Costs will not exceed \$180,000. Annual Projects will align with the ACVB budget as approved by City Council. Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charges for such service, reimbursable expenses, the total amount of fee earned to date, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein. The final payment of the compensation shall be made after satisfactory completion of the services following the City acceptance of the study, report, recommendation or other work set forth in the Scope of Services, and the submittal of "AS BUILT" drawings, or record drawings, as applicable.

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

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

**Article V
Devotion of Time; Personnel; and Equipment**

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and

materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

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

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

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

Article VI Miscellaneous

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

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

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

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas.

The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

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

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

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

6.9 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>

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

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

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

Destination Innovate, LLC
Attn: Kristen Cruz
1240 E Morelos ST
Chandler, AZ 85225
214-937-3794 - telephone

6.11 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 • \$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 must contact Risk Management for insurance specifications. All Certificates of Insurance need to reference job or contract number in comments section.

6.12 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this contract as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If during the contract period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City of Allen.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors, and will inform the City of Allen of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

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

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY.

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

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

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

6.16 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.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2019.

CITY OF ALLEN, TEXAS

By: _____
Eric Ellwanger, City Manager

ATTEST:

By: _____
Shelley B. George, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED this _____ day of _____, 2019.

DESTINATION INNOVATE, LLC

By: _____
Name: Kristen Cruz
Title: President

EXHIBIT "A"
SCOPE OF SERVICES
(TO BE ATTACHED)

Exhibit A Scope of Services

The general scope of services to be obtained includes professional advertising agency services with the primary purpose managing marketing initiatives for Allen, Texas as a destination for meetings, sporting events, and visitors. Respondents are requested to submit RFP to perform the following services:

Oversee and support the department's strategic marketing plans including, but not limited to, the following areas:

- o Brand oversight and campaign development
- o Media buys and strategy development
- o Social media strategy and content development
- o E-marketing strategy and content development
- o Website re-design and updates (experience with Civic Plus platform preferred)
- o Graphic design
- o Development of a business transient travel marketing plan
- o Development of an influencer strategy plan
- o Strategy for destination partner engagement, including an ambassador program
- o Coordination and oversight of marketing-related photo and video shoots

Annual Project Costs will not exceed \$180,000. Annual Projects will align with the ACVB budget as approved by City Council.

Other services may include working with ACVB Vendors and Staff as needed in collaboration on projects such as destination videos and collateral as well as other projects as identified.

While the selected agency may from time to time be asked to place media on the ACVB's behalf, ACVB staff will develop and place the media schedule on an annual basis.

Opportunities may also exist for the selected agency to work with the ACVB on developing future marketing or PR activities.

The selected agency shall be the principal provider and/or advisor to the ACVB, but there will be times when they will not be used for certain projects that may be done in-house or through another partner.



CITY OF ALLEN - REQUEST FOR PROPOSAL
CONVENTION & VISITORS BUREAU AGENCY OF RECORD
2019-6-58

SUBMITTED: JULY 17, 2019



businesses need to
businesses need to innovate
we agree.

ALL YOU NEED IS LOVE &
INNOVATION

COST CONSIDERATIONS

Value Based Pricing and Philosophy

Our philosophy is to quote our project rate based on the value of the project deliverable. Here the project budget is split into fees for services based on the perceived value, either financial or strategic of that service to the project. Often these perceptions are informed by past projects and time, resources dedicated to those deliverables.

Project Rate:

Based on our pricing model, our team does not focus on the hourly rate as much as the quality of the deliverable agreed upon. We believe that in order to be a more profitable business, we don't need to charge our clients a higher hourly rate, but rather focus on being more efficient in our process to deliver to our clients. In the event we must quote an hourly rate for a project, our blended rate is \$125/hour.

2.52 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;
- 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; and
- any relevant criteria specifically listed in the request for bids or proposals.

2.53 Prohibition of Boycott Israel. Vendor verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

2.54 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>

2.55 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 must 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

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:

Destination Innovate LLC

(OFFICIAL Firm Name)

By: Kristen Cruz
(Original Signature) **Must be signed to be considered responsive**

Kristen Cruz

(Typed or Printed Name)

President 7-17-19
(Title) (Date)

Remittance
Address: 1240 E Morelos St

Chandler, AZ 85225
(Zip Code)

Phone #: (214) 937-3794

Fax #: ()

E-Mail Address: kacruz@destinationinnovate.com

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

ADDENDUMS/AMENDMENTS:

- 1) 7/12/19 date acknowledged
- 2) 7/12/19 date acknowledged
- 3) _____ date acknowledged

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.

Destination Innovate, LLC

Name of Contractor

By: [Signature]

Signature

Kristen Cruz

(Print Name)

President

(Title)

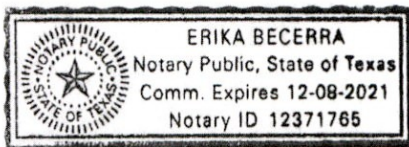
STATE OF TEXAS §
COUNTY OF DENTON §

SUBSCRIBED AND SWORN TO before me this 17TH day of July, 2019.

[Signature]

Notary Public, State of Texas

ERIKA L. BECERRA



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:
2019-517937

Date Filed:
07/17/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Destination Innovate LLC
Chandler, AZ 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 Texas

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.

2019-6-58
Marketing and Advertising - Agency of Record

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.

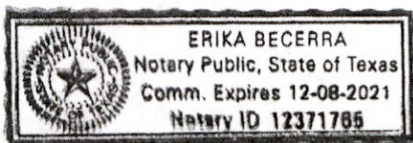
6 UNSWORN DECLARATION

My name is Kristen Cruz and my date of birth is 4/18/83

My address is 9824 Excursion Dr Oak Point TX 75068 US
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Denton County, State of TX, on the 17 day of July, 2019.
(month) (year)



Kristen Cruz
Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT 4

BIDDERS QUALIFICATION STATEMENT

Project: Bid No. 2019-6-58

Contractor: Destination Innovate LLC

Indicate One: Sole Proprietor Partnership Corporation X - Other

Name: Kristen Cruz Partner: _____

Title: President Title: _____

Address: 1240 E Morelos St Address: _____

City: Chandler City: _____

State & Zip: AZ, 85225 State & Zip: _____

Phone: 214-937-3794 Phone: _____

State and Date of Incorporation, Partnership, Ownership, Etc. TX June 2017

Location of Principal Office: Chandler, AZ

Contact and Phone at Principal Office: Jennifer Barbee, 214-937-3794

Liability Insurance Provider and Limits of Coverage: The Hartford Insurance Group - \$1,000,000.00

Workers compensation Insurance Provider: The Hartford Insurance Group

Address: One Hartford Plaza, Hartford CT, 06155

Contact and Phone: Alex Cormier 860-602-3833

Number of Years in Business as a Contractor on Above Types of Work: 11

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: Digital Marketing & Social Media Strategy Retainer Service & AOR

Project Description: Social Media Content, Blog/Newsletter Content, Advertising, Strategy, Planning

Owner/Agency: NetFortris, Inc.

Contact Person: Keisha Dunstan Contract Price: \$240,000

Phone: 469-275-6473 Email kdunstan@doctorlogic.com

Project: Digital/Social Marketing Campaign

Project Description: Facebook Social Strategy & Advertising Campaign

Owner/Agency: Florida's Space Coast Office of Tourism

Contact Person: Eric Garvey Contract Price: \$60,000

Phone: 912-230-7280 Email egarvey@cocoabeachsurf.com

Project: Social Media Marketing & Advertising Campaign

Project Description: Social Media Campaign & Content Boosting Across Platforms

Owner/Agency: System, Inc.

Contact Person: Hope Davo Contract Price: \$18,000

Phone: 877-467-9788 Email hdavo@system.com

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

Bank of America, 11675 Dallas Pkwy, Frisco TX 75033

Emily Carmona, emily.c.carmona@bankofamerica.com

214-817-3950

**EXHIBIT 5
SUPPLEMENTAL INFORMATION**

Please provide the following information for contract development:

Is the company a	1.	Sole Proprietorship	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	2.	General Partnership	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	3.	Limited Partnership	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	4.	Corporation	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	5.	Other	<input checked="" 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:

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:

Destination Innovate LLC - Limited Liability Company - Formed in Texas/Collin County

Jennifer Barbee, CEO & Kristen Cruz, President

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: _____

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: September 10, 2019

SUBJECT: Award Bid and Authorize the City Manager to Execute a Contract with Four Star Excavating for the Construction of the Allenwood Drainage Improvement Water Line Lowering Project in the Amount of \$365,117.

STAFF RESOURCE: Chris Flanigan, Director of Engineering

PREVIOUS COUNCIL ACTION: On November 13, 2018, City Council authorized the City Manager to negotiate and execute a License Agreement with Dallas Area Rapid Transit (DART) regarding Allenwood Drainage Improvements.

On April 9, 2019, City Council authorized the City Manager to Purchase Water Line Materials from Thompson Pipe Group - Pressure, Inc. in an Amount Not-to-Exceed \$110,876 for the Allenwood Drainage Improvements Project

ACTION PROPOSED: Award Bid and Authorize the City Manager to Execute a Contract with Four Star Excavating for the Construction of the Allenwood Drainage Improvement Water Line Lowering Project in the Amount of \$365,117.

BACKGROUND

The Allenwood Drainage basin has been developing over the years to the point that improvements to an existing detention pond currently owned by the Allen Economic Development Corporation are needed (e.g. the pond needs to be enlarged by making it deeper). During the consultant's design of these modifications, it was determined that an existing 24" waterline would conflict with the lower outfall and channel of the deeper pond. This conflict requires the existing waterline to be lowered.

The entire project was initially put out for bid and prices came in over budget. To lower the cost of the overall project, staff chose to construct the waterline components under a separate contract. Furthermore, this waterline lowering requires a long lead-time to manufacture the pipe. Consequently, this work can proceed, while the remainder of the project was prepared to be rebid.

The materials were ordered and are ready for installation. While the water lowering is taking place, staff will advertise for bids to construct the new outfall channel.

In order to take advantage of the economy of scale this project will also install 4 - 24" valves along our major water mains at four (4) remote locations throughout the City of Allen. These additional valves are needed to

isolate sections of the main for maintenance. It will also reduce the amount of time that residents would be without water if or when these waterlines are damaged or shut-down for maintenance.

On August 15, 2019, six (6) bids were received. The three (3) lowest and responsive bids are below:

Bid 2019-7-70

Contractor	Calendar Days	Bid Amount
Four Star Excavating	33	\$ 331,925
Flow-Line Construction	120	\$ 460,580
Dowager Utility Construction	170	\$ 488,450

BUDGETARY IMPACT

Funding will come from unallocated non-bond Water and Sewer funds.

DR1901 -Allenwood Drainage Improvements Water Lowering Project Award Itemization	
Bid Amount	\$ 331,925.00
Bid Contingency (10%)	\$ 33,192.50
TOTAL AWARD AMOUNT	\$ 365,117.50

STAFF RECOMMENDATION

Staff recommends that Council authorize the City Manager to award bid and execute a contract with Four Star Excavating in the amount of \$365,117.50 for the Allenwood Drainage Improvement Water Lowering Project.

MOTION

I make a motion to authorize the City Manager to Award Bid and execute a contract with Four Star Excavating in the amount of \$365,117.50 for the Allenwood Drainage Improvement Water Lowering Project.

ATTACHMENTS:

- Standard Form of Agreement
- Location Map
- Bid Items

STANDARD FORM OF AGREEMENT

STATE OF TEXAS }

COUNTY OF COLLIN }

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between The City of Allen, Texas, a municipal corporation, of the County of Collin and State of Texas, acting through Its City Manager thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Four Star Excavating Inc.

of the City of Dallas, County of Collin and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

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

**MILLENNIUM BUSINESS PARK WATER LINE LOWERING AND 24” WATER MAIN VALVES – VARIOUS LOCATIONS
 BID #2019-7-77 CIP #DR1901**

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

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within Forty (40) calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

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

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

CITY OF ALLEN, TEXAS
 Party of the First Part (OWNER)

 Party of the Second Part (CONTRACTOR)

By: _____
 Eric Ellwanger, City Manager

By: _____

Attest: _____
 Shelley B. George, City Secretary

Attest: _____

LOCATION MAP

Allenwood Drainage Improvements
Water Lowering
(September 10, 2019)



MILLENNIUM BUSINESS PARK WATER LINE LOWERING AND 24" WATER MAIN VALVES - (VARIOUS LOCATIONS)

BID# 2019-7-77 CIP# DR1901

BASE BID

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
101	1	LS	Mobilization, Bonds, Insurance and all Permitting (Base Bid), including all incidentals, for the Lump Sum of <u>Five thousand five hundred</u> Dollars & <u>zero</u> Cents	\$5,500.00	\$5,500.00
102	1	LS	All Traffic Control Measures, including, but not limited to, barricades, design, panels, electronic message boards, and signs, including all incidentals, for the Lump Sum of <u>One thousand five hundred</u> Dollars & <u>zero</u> Cents	\$1,500.00	\$1,500.00
103	1	LS	Erosion Control for all disturbed areas, including any required SWPPP, NOI and TCEQ requirements, inlet sediment barriers and all incidentals for the Lump Sum of <u>One thousand</u> Dollars & <u>zero</u> Cents	\$1,000.00	\$1,000.00
104	9	EA	Clean, Grub, and Dispose of Existing Trees, including all incidentals, for the sum of <u>Nine hundred</u> Dollars & <u>zero</u> Cents per Each	\$900.00	\$8,100.00
105	70	LF	Remove and Dispose of Existing 24" RCCP Water Line, <u>twenty three</u> Dollars & <u>zero</u> Cents per Linear Foot	\$23.00	\$1,610.00
106	2	EA	Furnish and Install 24" Cut in Valve, including stack, flange, and all incidentals, for the sum of <u>twenty eight thousand</u> Dollars & <u>zero</u> Cents per Each	\$28,000.00	\$56,000.00
107	4	EA	Furnish and Install 2" Blow Off valve, including connection to the existing 24" RCCP water line and all incidentals, for the sum of <u>Six thousand three hundred</u> Dollars & <u>zero</u> Cents per Each	\$6,300.00	\$25,200.00
108	4	EA	Install City Supplied 24" 22.5 Degree Vertical Bends, including all incidentals, for the sum of <u>two thousand five hundred</u> Dollars & <u>zero</u> Cents per Each	\$2,500.00	\$10,000.00
109	70	LF	Install City Supplied 24" AWWA RCCP (C303), including embedment and all incidentals, for the sum of <u>three hundred thirty seven</u> Dollars & <u>zero</u> Cents per Linear Foot	\$337.00	\$23,590.00

TOTAL - BASE BID:

\$132,500.00

MILLENNIUM BUSINESS PARK WATER LINE LOWERING AND 24" WATER MAIN VALVES - (VARIOUS LOCATIONS)

BID# 2019-7-77 CIP# DR1901

ALTERNATE 1 - TEMPORARY WATER SERVICE

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
201	445	LF	Furnish and Install Temporary 2" Water Service, above ground, including removal once the project is completed, including all incidentals, for the sum of <u>thirty nine</u> Dollars & <u>zero</u> Cents per Linear Foot	\$39.00	\$17,355.00
202	400	LF	Furnish and Install Temporary 6" Water Service, above ground, including removal once the project is completed, including all incidentals, for the sum of <u>fifty seven</u> Dollars & <u>zero</u> Cents per Linear Foot	\$57.00	\$22,800.00

TOTAL - ALTERNATE 1:

\$40,155.00

ALTERNATE 2 - 24" VALVES - VARIOUS LOCATIONS

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
301	1	LS	Mobilization, Bonds, Insurance and all Permitting (Alternate 2), including all incidentals, for the Lump Sum of <u>five thousand two hundred</u> Dollars & <u>zero</u> Cents	\$5,200.00	\$5,200.00
302	1	LS	All Traffic Control Measures, including, but not limited to, barricades, design, panels, electronic message boards, and signs, including all incidentals, for the Lump Sum of <u>three thousand</u> Dollars & <u>zero</u> Cents	\$3,000.00	\$3,000.00
303	1	LS	Erosion Control for all disturbed areas, including any required SWPPP, NOI and TCEQ requirements, inlet sediment barriers and all incidentals for the Lump Sum of <u>one thousand</u> Dollars & <u>zero</u> Cents	\$1,000.00	\$1,000.00
304	4	EA	Furnish and Install 24" Cut in Valve, including stack, flange, and all incidentals, for the sum of <u>forty three thousand</u> Dollars & <u>zero</u> Cents per Each	\$43,000.00	\$172,000.00
305	135	CY	Unclassified excavation including all clearing, hauling, and disposal of surplus, including all incidentals for the sum of <u>seventy five</u> Dollars & <u>zero</u> Cents per Cubic Yard	\$75.00	\$10,125.00
306	15	SY	Remove and Replace 4" 3,600 PSI (Class 'C') reinforced concrete sidewalk, including all incidentals for the sum of <u>one hundred ten</u> Dollars & <u>zero</u> Cents per Square Yard	\$110.00	\$1,650.00

MILLENNIUM BUSINESS PARK WATER LINE LOWERING AND 24" WATER MAIN VALVES - (VARIOUS LOCATIONS)

BID# 2019-7-77 CIP# DR1901

ALTERNATE 2 - 24" VALVES - VARIOUS LOCATIONS

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
307	20	SY	Remove and Replace 6" 3,600 PSI (Class 'C') reinforced concrete parking lot, including all incidentals for the sum of	\$160.00	\$3,200.00
			<u>One hundred sixty</u> Dollars & <u>zero</u> Cents per Square Yard		
308	65	SY	Install block sod (match existing type) including 4 inches of top soil, fertilizer, and watering until established, including all incidentals for the sum of	\$50.00	\$3,250.00
			<u>fifty</u> Dollars & <u>zero</u> Cents per Square Yard		

TOTAL - ALTERNATE 2: \$199,425.00

PROPOSAL SUMMARY

TOTAL BASE BID	<u>\$132,500.00</u>
TOTAL ALTERNATE 1	<u>\$40,155.00</u>
TOTAL ALTERNATE 2	<u>\$199,425.00</u>
<u>TOTAL BID</u>	<u>\$372,080.00</u>

CALENDAR DAYS

<u>14</u>	BASE BID
<u>7</u>	ALTERNATE 1
<u>19</u>	ALTERNATE 2
<u>40</u>	TOTAL CALENDAR DAYS

BID ENDORSEMENT

The Contractor hereby agrees to commence work within Ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within 40 calendar days after the date of the written notice to commence work subject to such extensions of time as are provided by the General and Special Conditions. The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications.

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

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

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

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

Addendum No. 1 dated	<u>8/9/19</u>	Received	<u>AE.</u>
Addendum No. 2 dated	_____	Received	_____

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements. Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks completed.

Total Amount Bid: \$ 372,080
Total Days Bid: 40

FOUR STAR EXCAVATING
Contractor

By: ANTONIO EVANGELISIA
(please print name)

Signature: 

Title: PRESIDENT

Seal and Authorization
(If a Corporation)

6925 LEUBLAND RD., SUITE 2B
Address

DALLAS, COLLIN, TX 75252
City, County, State and Zip

972-330-6767
Telephone Fax No.

E-Mail Address: fourstarexcavating@gmail.com

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: September 10, 2019

SUBJECT: Accept Required Certifications from the Tax Assessor/Collector's Office Including the Certifications Rate for the 2019 Tax Year, the Certification of Excess Debt Collections for the 2018 Tax Year and the 2019 Appraisal Roll.

STAFF RESOURCE: Eric Cannon, Chief Financial Officer
Chris Landrum, Budget Manager
Rebecca Brack, Budget Officer

ACTION PROPOSED: Accept Required Certifications from the Tax Assessor/Collector's Office Including the Certifications Rate for the 2019 Tax Year, the Certification of Excess Debt Collections for the 2018 Tax Year and the 2019 Appraisal Roll.

BACKGROUND

Acceptance of the attached certifications related to the anticipated collection rate, the excess debt collections, and the 2019 Appraisal Roll are required by the Texas Truth-in-Taxation Law.

BUDGETARY IMPACT

Information regarding Budgetary Impact is reflected in the City's 2019-2020 Budget Document.

STAFF RECOMMENDATION

Staff recommends the City Council accept the Certification of the Anticipated Tax Collection Rate for the 2019 Tax Year, the Certification of Excess Debt Collections for the 2018 Tax Year and the 2019 Appraisal Roll.

MOTION

I make a motion to accept the Certification of the Anticipated Tax Collection Rate for the 2019 Tax Year, the Certification of Excess Debt Collections for the 2018 Tax Year and the 2019 Appraisal Roll.

ATTACHMENTS:

Certification Letter from County for Collections
Certification from Appraisal District
2019 Appraisal Roll



Kenneth L. Maun
Tax Assessor-Collector
Collin County
2300 Bloomdale Road, Suite 2366
P.O. Box 8006
McKinney, TX 75070-8006
(972) 547-5020
Email: kmaun@collincountytx.gov

July 9, 2019

Stephen Terrell, Mayor
City of Allen
One Allen Civic Plaza, 305 Century Parkway
Allen, TX 75013

Dear Mayor Terrell,

In accordance with Texas Property Tax Code, Section 26.04, I hereby certify that:

The anticipated collection rate for 2019 will be 100%.

There were no excess debt collections for 2018, as the anticipated collection rate for 2018 was 100%, and collections exceeded that amount.

I, Kenneth L. Maun, Tax Assessor-Collector of Collin County, hereby certify that the above statements are true and correct to the best of my knowledge.

Sincerely,

Kenneth L. Maun
Tax Assessor-Collector

KLM:ket

cc: Eric Ellwanger
Eric Cannon
Chris Landrum

This letter is a required notice by Texas Property Tax Code, Section 26.04. No action or response is required.



Collin Central Appraisal District

ALLEN CITY (CAL)

PROPERTY TAX CODE, SECTION 26.01(a)

2019 CERTIFICATION OF APPRAISAL ROLL

I, Bo Daffin, Chief Appraiser for the Collin Central Appraisal District, solemnly swear that the attached is that portion of the approved Appraisal Records of the Collin Central Appraisal District which lists property taxable by ALLEN CITY and constitutes the Certified Appraisal Roll for ALLEN CITY with the amounts listed on the attached totals pages, with the heading "2019 Certified Totals".

Bo Daffin
Signature of Chief Appraiser

July 12, 2019
Date

Note: The Collin Central Appraisal District Appraisal Review Board approved the appraisal records on July 3, 2019.

PROPERTY TAX CODE, SECTION 26.01(c)

2019 CERTIFICATION OF PROPERTIES UNDER PROTEST AND NOT INCLUDED IN CERTIFIED ROLL ABOVE

I, Bo Daffin, Chief Appraiser for the Collin Central Appraisal District, solemnly swear that the attached is that portion of the Appraisal Records of the Collin Central Appraisal District which lists property taxable by ALLEN CITY but NOT included on the Certified Appraisal Roll for ALLEN CITY, since these properties are currently under Protest. The protested property values are listed on the attached totals pages, with the subheading "Under ARB Review Totals".

If there are no attached pages labeled with the subheading "Under ARB Review Totals" then all protests within ALLEN CITY were completed by July 3, 2019 and included in the Certified Roll listed above.

Bo Daffin
Signature of Chief Appraiser

July 12, 2019
Date

**NOTE: Please be advised that the property values appearing on the 'Under ARB Review Totals' page in your certified totals packet reflect the current 2019 Market and Taxable Values for the properties Under ARB Review without any Section 26.01(c) adjustments. In order to arrive at the taxable value to use for the effective tax rate calculations for your entity, you will need to use the taxable value from the 'ARB Approved Totals' page, along with the 'Total Value Used' that appears in the Lower Value Used section on the Effective Rate Assumption page. The Total Value Used on the Effective Rate Assumption page is the assessed value Under ARB Review that has been calculated in accordance with Property Tax Code, Section 26.01(c). The 'Grand Totals' page is the combined 'ARB Approved Totals' plus the 'Under ARB Review Totals' – which have not been adjusted. (The formula for calculating the total taxable remaining under protest is as follows: Taxable Value from "ARB Approved Totals" plus Total Value Used from the "Effective Rate Assumptions" Lower Value Used section minus Total Exemptions amount from the "Under ARB Review Totals".)*

2019 CERTIFIED TOTALS

Property Count: 35,674

CAL - ALLEN CITY
ARB Approved Totals

7/11/2019

2:21:19PM

Land		Value			
Homesite:		2,488,287,059			
Non Homesite:		1,166,596,537			
Ag Market:		223,826,223			
Timber Market:		0	Total Land	(+) 3,878,709,819	
Improvement		Value			
Homesite:		7,669,903,472			
Non Homesite:		3,350,610,621	Total Improvements	(+) 11,020,514,093	
Non Real		Count	Value		
Personal Property:	3,137		1,136,879,146		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+) 1,136,879,146
				Market Value	= 16,036,103,058
Ag		Non Exempt	Exempt		
Total Productivity Market:	223,826,223		0		
Ag Use:	217,439		0	Productivity Loss	(-) 223,608,784
Timber Use:	0		0	Appraised Value	= 15,812,494,274
Productivity Loss:	223,608,784		0	Homestead Cap	(-) 52,868,723
				Assessed Value	= 15,759,625,551
				Total Exemptions Amount (Breakdown on Next Page)	(-) 1,716,783,596
				Net Taxable	= 14,042,841,955

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
69,933,352.94 = 14,042,841,955 * (0.498000 / 100)

2019 CERTIFIED TOTALS

Property Count: 35,674

CAL - ALLEN CITY
ARB Approved Totals

7/11/2019

2:21:50PM

Exemption Breakdown

Exemption	Count	Local	State	Total
AB	7	54,770,756	0	54,770,756
CHODO	2	16,629,211	0	16,629,211
DP	351	8,034,253	0	8,034,253
DV1	95	0	684,000	684,000
DV1S	3	0	15,000	15,000
DV2	77	0	616,500	616,500
DV2S	1	0	7,500	7,500
DV3	48	0	418,000	418,000
DV3S	3	0	30,000	30,000
DV4	156	0	1,152,000	1,152,000
DV4S	22	0	208,080	208,080
DVHS	135	0	46,791,908	46,791,908
DVHSS	7	0	1,943,561	1,943,561
EX-XG	1	0	199,341	199,341
EX-XI	1	0	38,500	38,500
EX-XJ	1	0	36,380	36,380
EX-XL	3	0	618,694	618,694
EX-XV	931	0	1,128,641,408	1,128,641,408
EX-XV (Prorated)	2	0	4,661	4,661
EX366	134	0	37,933	37,933
FR	18	145,437,487	0	145,437,487
LVE	59	105,643,465	0	105,643,465
MASSS	1	0	365,242	365,242
OV65	4,171	202,803,500	0	202,803,500
OV65S	18	890,000	0	890,000
PC	14	581,451	0	581,451
PPV	4	122,190	0	122,190
SO	3	62,575	0	62,575
Totals		534,974,888	1,181,808,708	1,716,783,596

2019 CERTIFIED TOTALS

Property Count: 1,101

CAL - ALLEN CITY
Under ARB Review Totals

7/11/2019

2:21:19PM

Land		Value			
Homesite:		91,346,453			
Non Homesite:		3,134,208			
Ag Market:		0			
Timber Market:		0	Total Land	(+) 94,480,661	
Improvement		Value			
Homesite:		299,390,866			
Non Homesite:		2,561,016	Total Improvements	(+) 301,951,882	
Non Real		Count	Value		
Personal Property:	55		96,822,716		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+) 96,822,716
				Market Value	= 493,255,259
Ag		Non Exempt	Exempt		
Total Productivity Market:	0		0		
Ag Use:	0		0	Productivity Loss	(-) 0
Timber Use:	0		0	Appraised Value	= 493,255,259
Productivity Loss:	0		0	Homestead Cap	(-) 1,832,702
				Assessed Value	= 491,422,557
				Total Exemptions Amount	(-) 10,215,266
				(Breakdown on Next Page)	
				Net Taxable	= 481,207,291

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
2,396,412.31 = 481,207,291 * (0.498000 / 100)

2019 CERTIFIED TOTALS

Property Count: 1,101

CAL - ALLEN CITY
Under ARB Review Totals

7/11/2019

2:21:50PM

Exemption Breakdown

Exemption	Count	Local	State	Total
DP	3	75,000	0	75,000
DV1	3	0	22,000	22,000
DV1S	1	0	5,000	5,000
DV2	1	0	7,500	7,500
DV3	1	0	10,000	10,000
DV4	4	0	48,000	48,000
EX366	1	0	383	383
FR	2	6,759,095	0	6,759,095
OV65	65	3,204,291	0	3,204,291
OV65S	1	50,000	0	50,000
SO	2	33,997	0	33,997
Totals		10,122,383	92,883	10,215,266

2019 CERTIFIED TOTALS

Property Count: 36,775

CAL - ALLEN CITY
Grand Totals

7/11/2019

2:21:19PM

Land		Value			
Homesite:		2,579,633,512			
Non Homesite:		1,169,730,745			
Ag Market:		223,826,223			
Timber Market:		0	Total Land	(+) 3,973,190,480	
Improvement		Value			
Homesite:		7,969,294,338			
Non Homesite:		3,353,171,637	Total Improvements	(+) 11,322,465,975	
Non Real		Count	Value		
Personal Property:	3,192		1,233,701,862		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+) 1,233,701,862
				Market Value	= 16,529,358,317
Ag		Non Exempt	Exempt		
Total Productivity Market:	223,826,223		0		
Ag Use:	217,439		0	Productivity Loss	(-) 223,608,784
Timber Use:	0		0	Appraised Value	= 16,305,749,533
Productivity Loss:	223,608,784		0	Homestead Cap	(-) 54,701,425
				Assessed Value	= 16,251,048,108
				Total Exemptions Amount (Breakdown on Next Page)	(-) 1,726,998,862
				Net Taxable	= 14,524,049,246

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
72,329,765.25 = 14,524,049,246 * (0.498000 / 100)

2019 CERTIFIED TOTALS

Property Count: 36,775

CAL - ALLEN CITY
Grand Totals

7/11/2019

2:21:50PM

Exemption Breakdown

Exemption	Count	Local	State	Total
AB	7	54,770,756	0	54,770,756
CHODO	2	16,629,211	0	16,629,211
DP	354	8,109,253	0	8,109,253
DV1	98	0	706,000	706,000
DV1S	4	0	20,000	20,000
DV2	78	0	624,000	624,000
DV2S	1	0	7,500	7,500
DV3	49	0	428,000	428,000
DV3S	3	0	30,000	30,000
DV4	160	0	1,200,000	1,200,000
DV4S	22	0	208,080	208,080
DVHS	135	0	46,791,908	46,791,908
DVHSS	7	0	1,943,561	1,943,561
EX-XG	1	0	199,341	199,341
EX-XI	1	0	38,500	38,500
EX-XJ	1	0	36,380	36,380
EX-XL	3	0	618,694	618,694
EX-XV	931	0	1,128,641,408	1,128,641,408
EX-XV (Prorated)	2	0	4,661	4,661
EX366	135	0	38,316	38,316
FR	20	152,196,582	0	152,196,582
LVE	59	105,643,465	0	105,643,465
MASSS	1	0	365,242	365,242
OV65	4,236	206,007,791	0	206,007,791
OV65S	19	940,000	0	940,000
PC	14	581,451	0	581,451
PPV	4	122,190	0	122,190
SO	5	96,572	0	96,572
Totals		545,097,271	1,181,901,591	1,726,998,862

2019 CERTIFIED TOTALS

Property Count: 35,674

CAL - ALLEN CITY
ARB Approved Totals

7/11/2019 2:21:50PM

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-Family Residential	28,635		\$110,409,417	\$9,907,986,178	\$9,592,743,637
B	Multi-Family Residential	172		\$90,113,120	\$846,553,805	\$845,149,122
C1	Vacant Lots and Tracts	215		\$0	\$107,066,769	\$107,066,769
D1	Qualified Open-Space Land	67	1,414.0518	\$0	\$223,825,589	\$216,699
D2	Improvements on Qualified Open-Space La	2		\$0	\$16,341	\$16,341
E	Rural Land, Non Qualified Open-Space Lan	257	440.1748	\$0	\$85,670,505	\$85,476,993
F1	Commercial Real Property	687		\$135,706,800	\$1,791,662,235	\$1,778,130,163
F2	Industrial and Manufacturing Real Property	63		\$81,191,060	\$610,252,725	\$576,980,937
J2	Gas Distribution Systems	2		\$0	\$21,500,563	\$21,500,563
J3	Electric Companies and Co-Ops	7		\$0	\$41,857,370	\$41,714,650
J4	Telephone Companies and Co-Ops	36		\$0	\$100,203,873	\$100,203,873
J5	Railroads	1		\$0	\$204,512	\$204,512
J7	Cable Television Companies	2		\$0	\$1,240,973	\$1,240,973
L1	Commercial Personal Property	2,900		\$26,250,376	\$865,968,597	\$712,376,251
L2	Industrial and Manufacturing Personal Prop	1		\$0	\$4,038,298	\$3,787,530
O	Residential Real Property Inventory	1,720		\$50,818,808	\$173,938,716	\$173,888,716
S	Special Personal Property Inventory	10		\$0	\$2,144,226	\$2,144,226
X	Totally Exempt Property	1,138		\$71,490,594	\$1,251,971,783	\$0
	Totals		1,854.2266	\$565,980,175	\$16,036,103,058	\$14,042,841,955

2019 CERTIFIED TOTALS

Property Count: 1,101

CAL - ALLEN CITY
Under ARB Review Totals

7/11/2019 2:21:50PM

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-Family Residential	1,018		\$1,958,434	\$383,488,825	\$378,200,335
B	Multi-Family Residential	4		\$0	\$757,419	\$757,419
C1	Vacant Lots and Tracts	1		\$0	\$1,440,747	\$1,440,747
E	Rural Land, Non Qualified Open-Space Lan	3	7.7729	\$0	\$1,790,395	\$1,790,395
F1	Commercial Real Property	4		\$0	\$4,104,494	\$4,104,494
J2	Gas Distribution Systems	1		\$0	\$3,952,500	\$3,952,500
J3	Electric Companies and Co-Ops	2		\$0	\$14,493,719	\$14,493,719
J4	Telephone Companies and Co-Ops	4		\$0	\$3,496,579	\$3,496,579
J7	Cable Television Companies	1		\$0	\$10,058,512	\$10,058,512
L1	Commercial Personal Property	47		\$0	\$64,821,023	\$58,061,928
O	Residential Real Property Inventory	16		\$3,350,055	\$4,850,663	\$4,850,663
X	Totally Exempt Property	1		\$0	\$383	\$0
	Totals		7.7729	\$5,308,489	\$493,255,259	\$481,207,291

2019 CERTIFIED TOTALS

Property Count: 36,775

CAL - ALLEN CITY
Grand Totals

7/11/2019 2:21:50PM

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-Family Residential	29,653		\$112,367,851	\$10,291,475,003	\$9,970,943,972
B	Multi-Family Residential	176		\$90,113,120	\$847,311,224	\$845,906,541
C1	Vacant Lots and Tracts	216		\$0	\$108,507,516	\$108,507,516
D1	Qualified Open-Space Land	67	1,414.0518	\$0	\$223,825,589	\$216,699
D2	Improvements on Qualified Open-Space La	2		\$0	\$16,341	\$16,341
E	Rural Land, Non Qualified Open-Space Lan	260	447.9477	\$0	\$87,460,900	\$87,267,388
F1	Commercial Real Property	691		\$135,706,800	\$1,795,766,729	\$1,782,234,657
F2	Industrial and Manufacturing Real Property	63		\$81,191,060	\$610,252,725	\$576,980,937
J2	Gas Distribution Systems	3		\$0	\$25,453,063	\$25,453,063
J3	Electric Companies and Co-Ops	9		\$0	\$56,351,089	\$56,208,369
J4	Telephone Companies and Co-Ops	40		\$0	\$103,700,452	\$103,700,452
J5	Railroads	1		\$0	\$204,512	\$204,512
J7	Cable Television Companies	3		\$0	\$11,299,485	\$11,299,485
L1	Commercial Personal Property	2,947		\$26,250,376	\$930,789,620	\$770,438,179
L2	Industrial and Manufacturing Personal Prop	1		\$0	\$4,038,298	\$3,787,530
O	Residential Real Property Inventory	1,736		\$54,168,863	\$178,789,379	\$178,739,379
S	Special Personal Property Inventory	10		\$0	\$2,144,226	\$2,144,226
X	Totally Exempt Property	1,139		\$71,490,594	\$1,251,972,166	\$0
	Totals		1,861.9995	\$571,288,664	\$16,529,358,317	\$14,524,049,246

2019 CERTIFIED TOTALS

Property Count: 36,775

CAL - ALLEN CITY
Effective Rate Assumption

7/11/2019 2:21:50PM

New Value

TOTAL NEW VALUE MARKET:	\$571,288,664
TOTAL NEW VALUE TAXABLE:	\$490,541,758

New Exemptions

Exemption	Description	Count	2018 Market Value
EX-XV	Other Exemptions (public, religious, charitable, and other property not rep	36	\$1,078,021
EX366	House Bill 366 - Under \$500	34	\$20,236

ABSOLUTE EXEMPTIONS VALUE LOSS**\$1,098,257**

Exemption	Description	Count	Exemption Amount
DP	Disabled Person	2	\$50,000
DV1	Disabled Veteran 10% - 29%	3	\$15,000
DV1S	Disabled Veteran Surviving Spouse 10% - 29%	2	\$10,000
DV2	Disabled Veteran 30% - 49%	8	\$64,500
DV3	Disabled Veteran 50% - 69%	5	\$50,000
DV4	Disabled Veteran 70% - 100%	18	\$216,000
DV4S	Disabled Veteran Surviving Spouse 70% - 100%	1	\$4,080
DVHS	100% Disabled Veteran Homestead	3	\$1,124,296
OV65	Age 65 or Older	339	\$16,767,000
OV65S	Age 65 or Older Surviving Spouse	2	\$100,000
PARTIAL EXEMPTIONS VALUE LOSS		383	\$18,400,876
NEW EXEMPTIONS VALUE LOSS			\$19,499,133

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amount
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INCREASED EXEMPTIONS VALUE LOSS**TOTAL EXEMPTIONS VALUE LOSS \$19,499,133****New Ag / Timber Exemptions****New Annexations****New Deannexations****Average Homestead Value****Category A and E**

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
22,262	\$370,097	\$2,433	\$367,664

Category A Only

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
22,258	\$370,067	\$2,429	\$367,638

Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
1,101	\$493,255,259.00	\$428,916,400

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: September 10, 2019

SUBJECT: Adopt an Ordinance Approving the Fiscal Year 2019-2020 Budget, Amending the Fiscal Year 2018-2019 Budget, and Approving the 2020-2024 Capital Improvement Program.

STAFF RESOURCE: Eric Cannon, Chief Financial Officer
Chris Landrum, Budget Manager
Rebecca Brack, Budget Officer

PREVIOUS COUNCIL ACTION: The City Council held public hearings on the Budget on August 13, 2019, and August 27, 2019.

ACTION PROPOSED: Adopt an Ordinance Approving the Fiscal Year 2019-2020 Budget, Amending the Fiscal Year 2018-2019 Budget, and Approving the 2020-2024 Capital Improvement Program

BACKGROUND

The budget process for the City of Allen begins in January and culminates in the action by the City Council to adopt the budget and set the tax rate. This process includes the City Council Strategic Planning Session held in January, the City Council Budget Workshop that was held August 16 - 18, and Public Hearings on the Budget and Tax Rate held on August 13 and August 27.

Before the tax rate is adopted, an Ordinance approving the budget and setting the appropriations must be adopted. The Ordinance approving the budget sets the appropriations for Fiscal Year 2019-2020, amends the existing Fiscal Year 2018-2019 budget, accepts the 2020 - 2024 Capital Improvement Program (CIP), and authorizes the City Manager to make adjustments as specified in the Ordinance.

Local Government Code Chapter 102.007 (c) requires an additional motion. Beginning September 1, 2007, adoption of a budget that requires raising more revenue from property taxes than in the previous year also requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. This separate vote is in addition to the vote to adopt the budget and the vote to set the tax rate.

BUDGETARY IMPACT

Sets the Fiscal Year 2019-2020 budget and amends the existing Fiscal Year 2018-2019 budget.

STAFF RECOMMENDATION

Staff recommends the City Council adopt an Ordinance approving the Fiscal Year 2019-2020 budget, amending the Fiscal Year 2018-2019 budget, accepting the 2020-2024 Capital Improvement Program, and

authorizing the City Manager to make adjustments as specified. The 2020-2024 Capital Improvement Program was previously distributed at the August 13, 2019 Council meeting.

MOTION

The City Council will need to make 2 separate motions and take 2 separate votes:

Motion for first vote:

I make a motion to adopt Ordinance No. _____ approving the Fiscal Year 2019-2020 budget, amending the Fiscal Year 2018-2019 budget, and approving the 2020-2024 Capital Improvement Program.

AND, Motion for second vote:

I make a motion to ratify the increase in property tax revenues reflected in the Fiscal Year 2019-2020 budget.

ATTACHMENTS:

- Ordinance
- 2019-2020 Budget Combined Summary
- 2018-2019 Revised Budget Combined Summary

ORDINANCE NO. _____

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, 2019, AND ENDING SEPTEMBER 30, 2020; 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.

WHEREAS, the City Manager of the City of Allen, Collin County, Texas, has submitted to the City Council a proposed budget of the revenues and expenditures of conducting the affairs of the City and providing a complete financial plan for 2019-2020; and,

WHEREAS, the City Council has received the City Manager's proposed budget and a copy of the proposed budget and all supporting schedules have been filed with the City Secretary of the City of Allen, Collin County, Texas; and,

WHEREAS, the City Council has conducted the necessary public hearings as required by law.

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

SECTION 1. The proposed budget of the revenue and expenditures necessary for conducting the affairs of the City of Allen, Collin County, Texas, said budget being in the amount of \$226,011,215, providing a complete financial plan for the ensuing fiscal year beginning October 1, 2019, and ending September 30, 2020, as submitted to the City Council by the City Manager, be, and the same is hereby, in all things adopted and approved as the budget of the City of Allen, Collin County, Texas for the fiscal year beginning October 1, 2019, and ending September 30, 2020.

SECTION 2. The sum of \$226,011,215 is hereby appropriated for the payment of the expenditures established in the approved budget for the fiscal year beginning October 1, 2019, and ending September 30, 2020, a copy of which has been filed with the City Secretary and is made a part hereof for all purposes.

SECTION 3. The expenditures during the fiscal year beginning October 1, 2019, and ending September 30, 2020, shall be made in accordance with the budget approved by this ordinance unless otherwise authorized by a duly enacted ordinance of the City of Allen, Texas.

SECTION 4. All budget amendments and transfers of appropriations budgeted from one account or activity to another within any individual activity for the fiscal year 2018-2019 are hereby ratified, and the budget ordinance for fiscal year 2018-2019, heretofore enacted by the City Council, be and the same is hereby, amended to the extent of such transfers and amendments for all purposes.

SECTION 5. Specific authority is given to the City Manager to make the following adjustments:

1. Transfer of appropriations budgeted from one account classification to another account classification within the same department.
2. Transfer of appropriations from designated appropriation from one department or activity to another department or activity within the same fund.
3. Transfers from the General Fund and all other Funds of unexpended appropriations and excess revenues for the fiscal year 2018-2019 are hereby ratified.

SECTION 6. The City Council hereby approves the Capital Improvement Program for 2020-2024, as a plan describing and scheduling capital improvement projects for the City of Allen and authorizes the City Manager to use the funding sources reflected in the plan.

SECTION 7. All notices and public hearings required by law have been duly completed. The City Secretary is directed to provide a certified copy of the budget to the County Clerk of Collin County for recording after final passage hereof.

SECTION 8. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, as amended hereby, which shall remain in full force and effect.

SECTION 9. 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 10. 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 10TH DAY OF SEPTEMBER 2019.

APPROVED:

Stephen Terrell, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
(PGS:9-2-19:TM 110569)

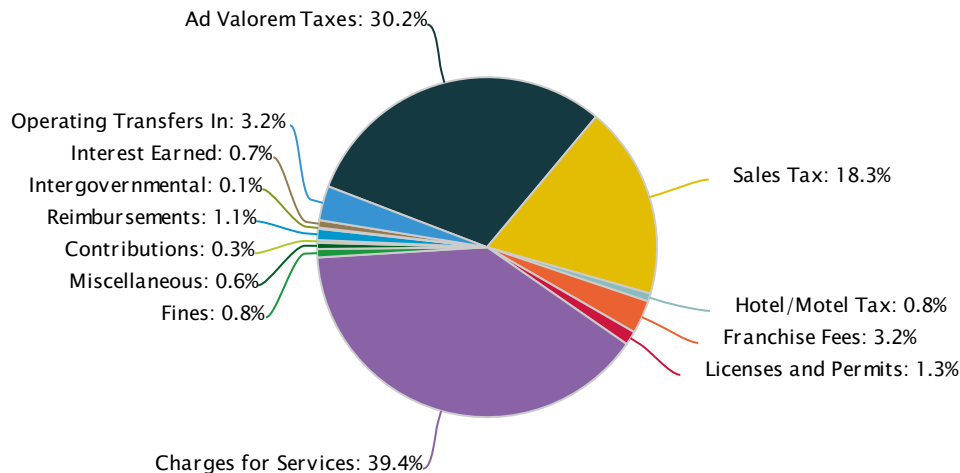
Shelley B. George, CITY SECRETARY

COMBINED BUDGET SUMMARY

FISCAL YEAR 2019-2020

	General Fund	Debt Service	TIF Fund	Enterprise Funds				Special Revenue
				Water & Sewer	Solid Waste	Drainage Utility	Golf Course	Hotel Occup. Tax
BEGINNING BALANCE	\$ 25,414,922	\$ 1,474,726	\$ 4,991,595	\$ 9,948,284	\$ 3,296,153	\$ 1,157,389	\$ 10,045	\$ 1,896,797
REVENUES								
Ad Valorem Taxes	54,800,296	14,478,846	1,822,155	-	-	-	-	-
Sales Tax	21,222,759	-	512,616	-	-	-	-	-
Hotel/Motel Tax	-	-	-	-	-	-	-	1,822,178
Franchise Fees	7,241,828	-	-	-	-	-	-	-
Licenses and Permits	3,110,100	-	-	-	-	-	-	-
Charges for Services	13,358,149	-	-	50,436,209	7,084,605	1,810,000	3,237,552	-
Fines	1,709,590	-	-	-	-	-	-	-
Miscellaneous	233,141	-	-	10,000	36,500	-	164,920	-
Contributions	615,070	-	-	-	-	-	-	-
Reimbursements	1,429,708	-	-	385,998	-	5,000	-	-
Intergovernmental	100,000	-	134,302	-	-	-	-	-
Interest Earned	650,000	130,000	61,000	200,000	50,000	17,500	-	30,000
Operating Transfers In	5,013,745	-	-	972,845	-	-	352,152	-
TOTAL REVENUES	109,484,386	14,608,846	2,530,073	52,005,052	7,171,105	1,832,500	3,754,624	1,852,178
TOTAL AVAILABLE	\$ 134,899,308	\$ 16,083,572	\$ 7,521,668	\$ 61,953,336	\$ 10,467,258	\$ 2,989,889	\$ 3,764,669	\$ 3,748,975
EXPENDITURES								
General Government	20,389,060	-	825,306	-	-	-	-	-
Public Safety	46,675,464	-	-	-	-	-	-	-
Public Works	6,945,158	-	-	40,701,611	7,134,377	1,608,802	-	-
Culture & Recreation	30,262,184	-	-	-	-	-	3,586,801	1,862,851
Community Development	3,564,189	-	-	-	-	-	-	-
Transfers Out	1,648,331	-	-	4,087,546	275,566	396,802	-	3,310
Debt Service	-	14,423,726	-	1,688,006	-	-	-	-
Capital Projects	-	-	-	3,011,567	300,000	-	-	-
Depreciation	-	-	-	-	-	-	167,823	-
TOTAL EXPENDITURES	109,484,386	14,423,726	825,306	49,488,730	7,709,943	2,005,604	3,754,624	1,866,161
ENDING BALANCE	\$ 25,414,922	\$ 1,659,846	\$ 6,696,362	\$ 12,464,606	\$ 2,757,315	\$ 984,285	\$ 10,045	\$ 1,882,814

DISTRIBUTION OF REVENUES – ALL FUNDS

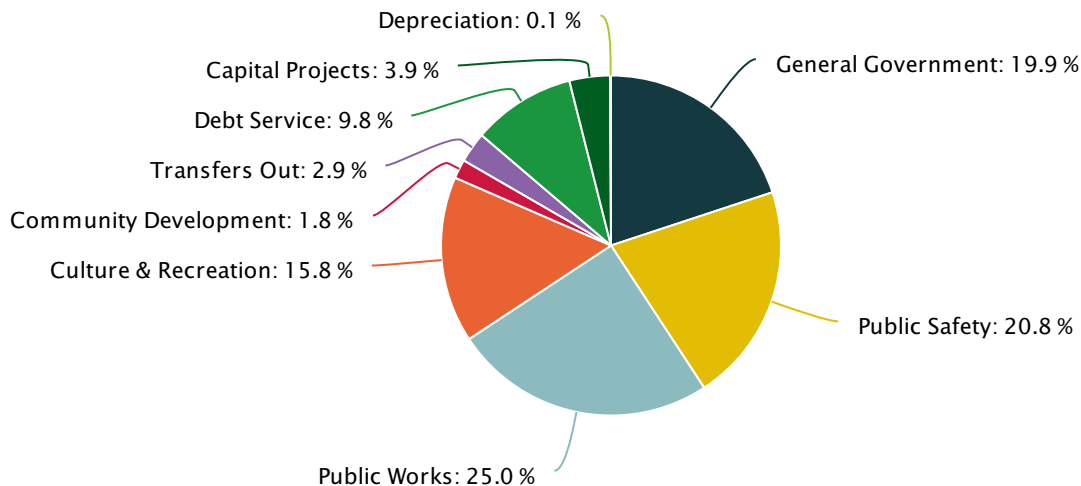


COMBINED BUDGET SUMMARY

FISCAL YEAR 2019-2020

Special Revenue Funds				Internal Service Funds			Component Units		Total
Asset Forfeiture	Special Revenue	Permanent Fund	Grant Fund	Replacement Fund	Facility Maintenance	Risk Management	Economic Development	Community Development	All Funds 2019-2020
\$ 251,472	\$ 1,335,388	\$ 807,000	\$ 228,034	\$ 12,716,447	\$ 1,549,315	\$ 5,704,710	\$ 4,418,432	\$ 14,116,681	\$ 89,317,390
-	-	-	-	-	-	-	-	-	71,101,297
-	-	-	-	-	-	-	10,643,247	10,643,247	43,021,869
-	-	-	-	-	-	-	-	-	1,822,178
-	172,999	-	-	-	-	-	-	-	7,414,827
-	-	-	-	-	-	-	-	-	3,110,100
-	-	-	-	3,711,368	-	12,891,081	-	-	92,528,964
-	173,400	-	-	-	-	-	-	-	1,882,990
190,000	-	-	598,071	131,000	-	-	-	-	1,363,632
-	-	-	-	-	-	-	-	-	615,070
-	-	-	-	147,002	-	520,500	-	-	2,488,208
-	46,824	-	-	-	-	-	-	-	281,126
3,000	17,500	6,750	5,000	192,800	17,500	80,000	227,073	200,000	1,888,123
-	-	-	55,732	-	800,000	502,727	-	-	7,697,201
193,000	410,723	6,750	658,803	4,182,170	817,500	13,994,308	10,870,320	10,843,247	235,215,585
\$ 444,472	\$ 1,746,111	\$ 813,750	\$ 886,837	\$ 16,898,617	\$ 2,366,815	\$ 19,699,018	\$ 15,288,752	\$ 24,959,928	\$ 324,532,975
-	135,143	-	-	1,702,392	145,000	13,319,678	6,355,378	2,187,811	45,059,768
127,687	-	242,246	27,739	-	-	-	-	-	47,073,136
-	-	-	43,000	-	-	-	-	-	56,432,948
-	-	-	4,400	-	-	-	-	-	35,716,236
-	-	-	540,697	-	-	-	-	-	4,104,886
-	105,423	-	-	-	-	-	-	-	6,516,978
-	-	-	-	-	-	-	3,686,997	2,416,890	22,215,619
-	-	-	-	-	-	-	-	5,412,254	8,723,821
-	-	-	-	-	-	-	-	-	167,823
127,687	240,566	242,246	615,836	1,702,392	145,000	13,319,678	10,042,375	10,016,955	226,011,215
\$ 316,785	\$ 1,505,545	\$ 571,504	\$ 271,001	\$ 15,196,225	\$ 2,221,815	\$ 6,379,340	\$ 5,246,377	\$ 14,942,973	\$ 98,521,760

DISTRIBUTION OF EXPENDITURES – ALL FUNDS

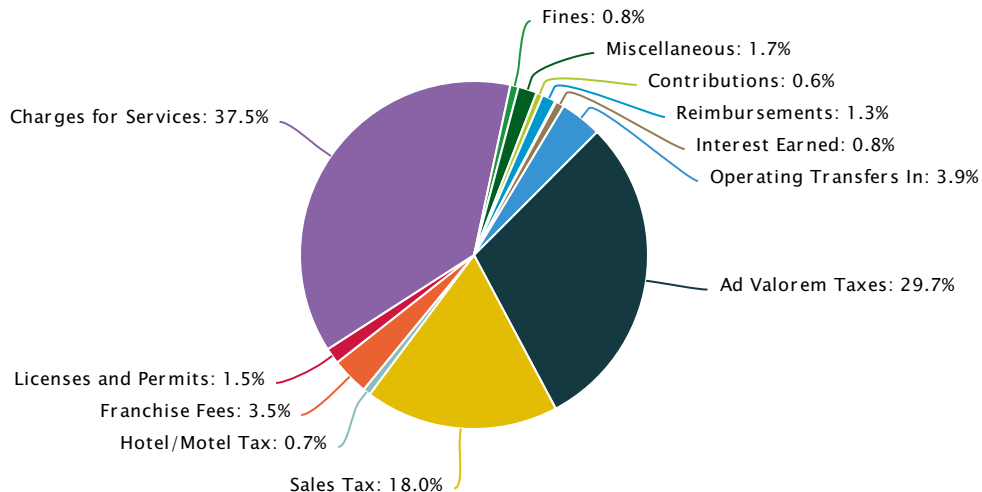


COMBINED BUDGET SUMMARY

FISCAL YEAR 2018 - 2019 REVISED BUDGET

				Enterprise Funds				Special Revenue
	General Fund	Debt Service	TIF Fund	Water & Sewer	Solid Waste	Drainage Utility	Golf Course	Hotel Occup. Tax
BEGINNING BALANCE	\$ 23,626,108	\$ 1,251,938	\$ 3,755,679	\$ 12,700,520	\$ 3,783,717	\$ 1,256,978	\$ 10,045	\$ 1,936,470
REVENUES								
Ad Valorem Taxes	53,288,304	14,028,189	1,431,944	-	-	-	-	-
Sales Tax	20,503,676	-	505,511	-	-	-	-	-
Hotel/Motel Tax	-	-	-	-	-	-	-	1,618,660
Franchise Fees	7,861,058	-	-	-	-	-	-	-
Licenses and Permits	3,451,100	-	-	-	-	-	-	-
Charges for Services	14,073,914	-	-	44,211,528	6,973,433	1,770,000	3,210,705	-
Fines	1,633,133	-	-	-	-	-	-	-
Miscellaneous	266,837	-	-	10,100	36,500	-	158,590	-
Contributions	588,282	-	-	-	-	-	-	-
Reimbursements	1,453,317	-	-	527,410	-	5,000	-	-
Intergovernmental	100,000	-	125,730	-	-	-	-	-
Interest Earned	550,000	130,000	55,000	200,000	50,000	17,500	-	30,000
Operating Transfers In	4,907,714	1,700,000	-	46,059	-	-	403,963	-
TOTAL REVENUES	108,677,335	15,858,189	2,118,185	44,995,097	7,059,933	1,792,500	3,773,258	1,648,660
TOTAL AVAILABLE	\$ 132,303,443	\$ 17,110,127	\$ 5,873,864	\$ 57,695,617	\$ 10,843,650	\$ 3,049,478	\$ 3,783,303	\$ 3,585,130
EXPENDITURES								
General Government	19,393,504	-	882,269	-	-	-	-	-
Public Safety	44,490,296	-	-	-	-	-	-	-
Public Works	6,747,354	-	-	38,566,294	6,805,376	1,544,688	-	-
Culture & Recreation	30,633,108	-	-	-	-	-	3,605,435	1,684,562
Community Development	3,434,246	-	-	-	-	-	-	-
Transfers Out	2,190,013	-	-	4,083,414	242,121	347,401	-	3,771
Debt Service	-	15,635,401	-	1,891,415	-	-	-	-
Capital Projects	-	-	-	3,206,210	500,000	-	-	-
Depreciation	-	-	-	-	-	-	167,823	-
TOTAL EXPENDITURES	106,888,521	15,635,401	882,269	47,747,333	7,547,497	1,892,089	3,773,258	1,688,333
ENDING BALANCE	\$ 25,414,922	\$ 1,474,726	\$ 4,991,595	\$ 9,948,284	\$ 3,296,153	\$ 1,157,389	\$ 10,045	\$ 1,896,797

DISTRIBUTION OF REVENUES – ALL FUNDS

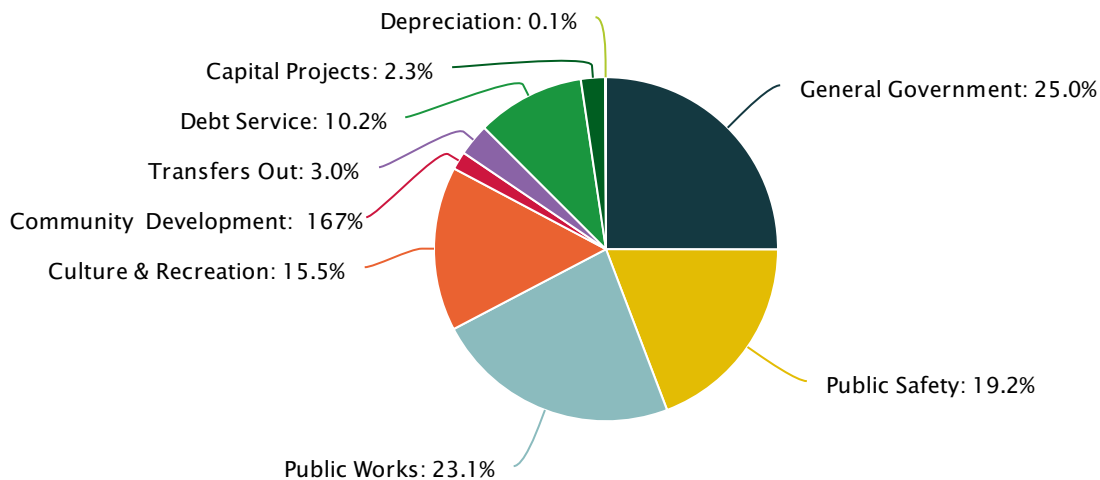


COMBINED BUDGET SUMMARY

FISCAL YEAR 2018 - 2019 REVISED BUDGET

Special Revenue Funds				Internal Service Funds			Component Units		Total
Asset Forfeiture	Special Revenue	Permanent Fund	Grant Fund	Replacement Fund	Facility Maintenance	Risk Management	Economic Development	Community Development	All Funds 2018-2019
\$ 141,634	\$ 1,209,400	\$ -	\$ 270,523	\$ 12,218,543	\$ 994,633	\$ 5,026,447	\$ 12,000,788	\$ 10,861,563	\$ 91,044,986
-	-	-	-	-	-	-	-	-	68,748,437
-	-	-	-	-	-	-	10,290,104	10,290,104	41,589,395
-	173,902	-	-	-	-	-	-	-	1,618,660
-	-	-	-	-	-	-	-	-	8,034,960
-	-	-	-	-	-	-	-	-	3,451,100
-	-	-	-	3,450,337	-	12,799,595	-	-	86,489,512
-	150,264	-	-	-	-	-	-	-	1,783,397
194,944	-	-	596,968	153,000	-	-	2,580,495	-	3,997,434
-	-	800,000	-	-	-	-	-	-	1,388,282
-	-	-	-	153,225	-	774,450	31,000	-	2,944,402
-	46,824	-	-	-	-	-	-	-	272,554
3,200	20,000	7,000	4,500	185,600	17,500	90,000	216,260	200,000	1,776,560
-	514	-	1,500	-	1,334,500	534,255	-	-	8,928,505
198,144	391,504	807,000	602,968	3,942,162	1,352,000	14,198,300	13,117,859	10,490,104	231,023,198
\$ 339,778	\$ 1,600,904	\$ 807,000	\$ 873,491	\$ 16,160,705	\$ 2,346,633	\$ 19,224,747	\$ 25,118,647	\$ 21,351,667	\$ 322,068,184
-	168,731	-	-	3,444,258	777,318	13,520,037	17,009,316	3,221,014	58,416,447
88,306	-	-	66,718	-	-	-	-	-	44,645,320
-	-	-	43,000	-	-	-	-	-	53,706,712
-	-	-	7,652	-	-	-	-	-	35,930,757
-	-	-	528,087	-	-	-	-	-	3,962,333
-	96,785	-	-	-	20,000	-	-	-	6,983,505
-	-	-	-	-	-	-	3,690,899	2,419,219	23,636,934
-	-	-	-	-	-	-	-	1,594,753	5,300,963
-	-	-	-	-	-	-	-	-	167,823
88,306	265,516	-	645,457	3,444,258	797,318	13,520,037	20,700,215	7,234,986	232,750,794
\$ 251,472	\$ 1,335,388	\$ 807,000	\$ 228,034	\$ 12,716,447	\$ 1,549,315	\$ 5,704,710	\$ 4,418,432	\$ 14,116,681	\$ 89,317,390

DISTRIBUTION OF EXPENDITURES – ALL FUNDS



CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: September 10, 2019

SUBJECT: Adopt an Ordinance Setting the Tax Rate for the Fiscal Year 2019-2020 Budget.

STAFF RESOURCE: Eric Cannon, Chief Financial Officer
Chris Landrum, Budget Manager
Rebecca Brack, Budget Officer

PREVIOUS COUNCIL ACTION: The City Council held public hearings on the Tax Rate on August 13, 2019, and August 27, 2019.

ACTION PROPOSED: Adopt an Ordinance Setting the Tax Rate for the Fiscal Year 2019-2020 Budget.

BACKGROUND

The budget process for the City of Allen begins in January and culminates in the action by the City Council to adopt the budget and set the tax rate. This process includes the City Council Strategic Planning session held in January, the City Council Budget Workshop that was held August 16 - August 18, and Public Hearings on the Budget and Tax Rate held on August 13 and August 27.

After the budget is adopted, the Council must adopt an ordinance setting the tax rate. This action completes the budget process. The tax rate includes two components: a levy for the General Fund (maintenance and operations) and a levy for debt service. The ordinance requires the City's tax collector to collect and deposit those funds in the City's accounts in accordance with the allocation between maintenance and operations and debt as designated in this ordinance.

BUDGETARY IMPACT

Sets the tax rate for the Fiscal Year 2019-2020 budget.

STAFF RECOMMENDATION

Staff recommends the City Council adopt an Ordinance setting the tax rate of \$0.489 for the Fiscal Year 2019-2020 budget.

MOTION

I move that the property tax rate be increased by the adoption of a tax rate of 0.489, which is effectively a 0.67 percent increase in the tax rate, and adopt Ordinance No. _____ setting that tax rate for the Fiscal Year 2019-2020.

ATTACHMENTS:

Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, LEVYING THE AD VALOREM TAXES FOR THE TAX YEAR 2019 (FISCAL YEAR 2019-2020) AT A RATE OF \$0.489000 PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF ALLEN AS OF JANUARY 1, 2019, 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.

WHEREAS, following public notices duly posted and published in all things as required by law, public hearings were held on August 13, 2019, and August 27, 2019, by and before the City Council of the City of Allen, the subject of which was the proposed tax rate for the City of Allen for Fiscal Year 2019-2020, submitted by the City Manager in accordance with provisions of the City Charter and state statutes; and,

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that the tax rate hereinafter set forth is proper and should be approved and adopted.

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

SECTION 1. There is hereby levied and shall be assessed for the tax year 2019 on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Allen, Collin County, Texas, and not exempt by the Constitution of the State and valid State laws, a tax of \$0.489000 on each \$100 assessed valuation of taxable property apportioned and distributed as follows:

- (a) For the purpose of defraying the current expenditures of the municipal government of the City of Allen, a tax of \$0.387038 on each and every \$100 assessed value on all taxable property; and
- (b) For the purpose of creating a sinking fund to pay the interest and principal maturities of all outstanding debt of the City of Allen, not otherwise provided for, a tax of \$0.101962 on each \$100 assessed value of taxable property within the City of Allen and shall be applied to the payment of interest and maturities of all such outstanding debt of the City.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED 0.67 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY (\$6.43).

SECTION 2. All ad valorem taxes shall become due and payable on October 1, 2019, and all ad valorem taxes for the year shall become delinquent if not paid prior to February 1, 2020. There shall be no discount for payment of taxes prior to February 1, 2020. A delinquent tax shall incur all penalty and interest authorized by law, to wit:

- (a) A penalty of six percent on the amount of the tax for the first calendar month it is delinquent, plus one percent for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.
- (b) Provided, however, a tax delinquent on July 1, 2020, incurs a total penalty of twelve percent of the amount of delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at the rate of one percent for each month or portion of a month the tax remains unpaid. Taxes for the year 2019 and taxes for all future years that become delinquent on or after February 1 but not later than May 1, that remain delinquent on July 1 of the year in which they become delinquent, incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and 33.07, as amended. Taxes assessed against tangible personal property for the year 2019 and for all future years that become delinquent on or after February 1 of a year incur an additional penalty on the later of the date the personal property taxes become subject to the delinquent tax attorney's contract, or 60 days after the date the taxes become delinquent, such penalty to be in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 33.11. Taxes for the year 2019 and taxes for all future years that remain delinquent on or after June 1 under Texas Property Tax Code Sections 26.07(f), 26.15(e), 31.03, 31.031, 31.032 or 31.04 incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and Section 33.08, as amended.

SECTION 3. The City shall have available all the rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

SECTION 4. The tax roll as presented to the City Council, together with any supplements thereto, be and the same are hereby approved.

SECTION 5. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, 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 6. 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 7. 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 10TH DAY OF SEPTEMBER 2019.

APPROVED:

Stephen Terrell, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
 (PGS:9-2-19:TM 110568)

Shelley B. George, CITY SECRETARY