



**AGENDA
CITY OF ALLEN
CITY COUNCIL REGULAR MEETING
OCTOBER 26, 2021 - 7:00 PM
CITY COUNCIL CHAMBERS
ALLEN CITY HALL
305 CENTURY PARKWAY
ALLEN, TX 75013**

Call to Order and Announce a Quorum is Present.

Pledge of Allegiance.

Public Recognition.

1. Citizen's Comments.

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

2. Presentation of a Proclamation by the Office of the Mayor:

- Proclamation to the Community Enhancement Department Proclaiming October 2021 as "Code Compliance Month."

3. Presentation of Shining Star Awards to John and Joel Martinez, Princeton Police Officer Cody Trim and Allen Police Officers Kye Kuopus and Stephen Griffith for their Lifesaving Heroic Efforts in Saving the Lives of a Family from a Burning Vehicle.

4. Recognition of the City of Allen Water Conservation Division for the 2021 WaterSense Excellence Award by the Environmental Protection Agency.

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.]

5. Approve Minutes of the October 12, 2021, Regular City Council Meeting.

6. Adopt an Ordinance Amending Chapter 6 of the Code of Ordinances by Amending Article VI. "Multi-Family Licensing."

7. Adopt a Resolution Establishing Multi-Family License Fees.
8. Adopt a Resolution Designating *The Allen American* and *The Dallas Morning News* as Official Newspapers of the City of Allen for Fiscal Year 2021-2022.
9. Adopt a Resolution Authorizing the City Manager to Execute an Interlocal Agreement Between the Cities of Allen, Plano, and the Town of Fairview to Allow the Town of Fairview to Use the Radio System Jointly Owned by the City of Allen and the City of Plano.
10. Adopt a Resolution Authorizing the City Manager to Execute an Interlocal Agreement Between the Cities of Allen, Plano, and Plano ISD to Allow Plano ISD to Use the Radio System Jointly Owned by the City of Allen and the City of Plano.
11. Authorize the City Manager to Purchase Maintenance, Repair, Operating, Janitorial Supplies and Equipment with Lowe's Home Centers, LLC, in the Estimated Annual Amount of \$60,000 and Home Depot U.S.A., Inc., in the Estimated Annual Amount of \$260,000 for a Term of Five Years through OMNIA Partners.
12. Motion to Set 5:30 p.m. on November 15, 2021, as the Date of the Canvass of the City of Allen Special Election held on November 2, 2021.

Regular Agenda.

13. Award Bid and Authorize the City Manager to Execute a Contract with The Fain Group, Inc., for The Allen Drive Gateway Project in the Amount of \$4,040,000.
14. Conduct a Public Hearing and Adopt an Ordinance to Amend the Development Regulations of Planned Development No. 4 with a Base Zoning of Shopping Center to Allow Day Care Facility as a Permitted Use at the Northeast Corner of the Intersection of Greenville Avenue and Hightrail Drive (and Commonly Known as 821 S. Greenville Avenue). [Christ the Servant Lutheran Church]
15. Conduct a Public Hearing and Adopt an Ordinance to Establish a Planned Development Zoning District with a Base Zoning of Light Industrial and to Adopt Development Regulations, Concept Plan, and Building Elevations Relating to the Use and Development of Approximately 59.7157 Acres Generally Located on the North Side of Ridgeview Drive, Approximately 825 Feet West of the Intersection of Ridgeview Drive and Chelsea Drive. (Chelsea 121 Warehouse)

Other Business.

16. Calendar.
 - October 18 - 29 - General and Special Election Early Voting Period
 - November 2 - Election Day, 7 a.m. to 7 p.m.
17. 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.)

18. 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, October 22, 2021, at 5:00 p.m..

Shelley B. George, City Secretary

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

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

October 26, 2021

SUBJECT:

Approve Minutes of the October 12, 2021, Regular City Council Meeting.

STAFF RESOURCE:

Shelley B. George, City Secretary

ATTACHMENTS:

Minutes

ALLEN CITY COUNCIL

REGULAR MEETING

OCTOBER 12, 2021

Present:

Kenneth M. Fulk, Mayor

Councilmembers:

Baine Brooks, Mayor Pro Tem

Daren Meis

Carl Clemencich

Dave Cornette

Chris Schulmeister

Dave Shafer

City Staff:

Eric Ellwanger, City Manager

Eric Strong, Deputy City Manager

Tim Dentler, Assistant City Manager

Rebecca Vice, Assistant City Manager

Shelley B. George, City Secretary (absent)

Teresa Warren, Director, Public and Media Relations

Rocio Gonzalez, Deputy City Secretary

Pete Smith, City Attorney

Workshop Session

With a quorum of the Councilmembers present, the Workshop Session of the Allen City Council was called to order by Mayor Fulk at 6:00 p.m. on Tuesday, October 12, 2021, in the Basement Meeting Rooms of Allen City Hall, 305 Century Parkway, Allen, Texas.

- 1. Review and Discuss Proposed Community Enhancement Programs.**
- 2. Overview of the Joint Radio System.**
- 3. Committee Updates from City Council Liaisons.**
- 4. Questions on Current Agenda.**

With no further discussion, Mayor Fulk adjourned the Workshop Session of the Allen City Council at 6:41 p.m. on Tuesday, October 12, 2021.

Call to Order and Announce a Quorum is Present

With a quorum of the Councilmembers present, the Regular Meeting of the Allen City Council was called to order by Mayor Fulk at 7:00 p.m. on Tuesday, October 12, 2021, in the City Council Chambers of Allen City Hall, 305 Century Parkway, Allen, Texas.

Pledge of Allegiance

Public Recognition

1. Citizen's Comments.

The following individuals spoke in support of a Dog Park being built by the City of Allen:

Marlene Seward, 1725 Broadmoor Drive, Allen, Texas;
Martha Pursley, 504 Bel Air, Allen, Texas;
Daisy Guamancela, 415 Timberbend Trail, Allen, Texas;
Ricardo Ramos, 415 Timberbend Trail, Allen, Texas;
Napoleon Garcia, 1316 E. Exchange Parkway, Allen, Texas; and
Bob Cubbage, 804 Fawn Valley Drive, Allen, Texas.

2. Present Plaques-of-Appreciation to Former Members of the Various Boards and Commissions.

- Doug Galletti, Central Business District Design Review Committee, 2019-2021
- Kurt Kizer, Community Development Corporation, 2019-2021
- Victoria States, Parks and Recreation Board, 2019-2021
- LaReeda Rentie, Parks and Recreation Board, 2018-2021
- Susan Kacines, Keep Allen Beautiful Board, 2017-2021
- Craig Gillis, Board of Adjustment/Building & Standards Commission/Sign Control Board, 2014-2021
- Denise Gilbert, Public Art Committee, 2006-2021

Consent Agenda

Mayor Fulk removed Agenda Item 7 from the Consent Agenda.

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

- 3. Approve Minutes of the September 28, 2021, Regular City Council Meeting.**
- 4. Approve Minutes of the October 4, 2021, TRIAD Meeting.**
- 5. Adopt a Resolution Casting 109 Votes for Mr. Gary Rodenbaugh for Election to the Board of Directors for the Collin Central Appraisal District.**

RESOLUTION NO. 3865-10-21(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, CASTING BALLOTS FOR THE BOARD OF DIRECTORS FOR THE COLLIN CENTRAL APPRAISAL DISTRICT IN ACCORDANCE WITH SECTION 6.03(g) OF THE STATE PROPERTY TAX CODE; DIRECTING THE CITY SECRETARY TO NOTIFY INTERESTED PARTIES OF SAID ACTION; AND PROVIDING AN EFFECTIVE DATE.

- 6. Adopt a Resolution Approving the City's Investment Policy Governing the Investment of Municipal Funds.**

RESOLUTION NO. 3866-10-21(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING AN INVESTMENT POLICY AND THE INVESTMENT OF MUNICIPAL FUNDS; AND PROVIDING AN EFFECTIVE DATE.

8. **Authorize the City Manager to Execute a Contract with Stantec Consulting Services, Inc., for Consultant Services for Preparation of a Downtown Plan in the Amount of \$125,000.**
9. **Authorize the City Manager to Approve Annual Beverage Purchases from Andrews Distributing for Parks and Recreation Used for Resale at Allen Event Center and The Courses at Watters Creek in the Amount of \$130,000.**
10. **Authorize the City Manager to Approve Annual Alcoholic Beverage Purchases Through FinTech.net for Parks and Recreation for Retail Sale at Allen Event Center and The Courses at Watters Creek in the Amount of \$206,312.**
11. **Authorize the City Manager to Approve Annual Food & Beverage Purchases from Ben E. Keith for Parks & Recreation Used for Resale at Allen Event Center and The Courses at Watters Creek in the Amount of \$245,000.**

The motion carried.

Mayor Fulk moved to Agenda Item 7.

7. **Adopt a Resolution and Authorize the City Manager to Accept, Reject, Alter or Terminate a Grant Through the Small Business Administration's Shuttered Venue Operators Grant Program for Payroll and Utility Assistance during the COVID 19 Pandemic.**

RESOLUTION NO. 3867-10-21(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, HERINAFTER REFERRED TO AS "APPLICANT," DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR, ACTING FOR, AND ON BEHALF OF THE "APPLICANT" IN DEALING WITH THE SMALL BUSINESS ADMINISTRATION, HERINAFTER REFERRED TO AS "GRANTOR," OR THE PURPOSE OF PARTICIPATING IN THE SHUTTERED VENUE OPERATORS GRANT PROGRAM, HERINAFTER REFERRED TO AS THE "PROGRAM; CERTIFYING THAT THE "APPLICANT" IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: Upon a motion made by Councilmember Shafer and a second by Councilmember Meis, the Council voted seven (7) for and none (0) opposed to adopt Resolution No. 3867-10-21(R), as previously captioned, authorizing the City Manager to Accept, Reject, Alter or Terminate a Grant Through the Small Business Administration's Shuttered Venue Operators Grant Program for Payroll and Utility Assistance during the COVID 19 Pandemic. The motion carried.

Regular Agenda

12. **Approve the Coordinating Committee's Recommendations for a Joint Radio System Expenditure for System Changes, Upgrades, Additional Use and Any Other Aspects of the Joint Radio System Pursuant to the Joint Radio System Agreement with the City of Plano to Purchase a Replacement of the Microwave Network that Connects the Various Towers in the Amount of \$1,748,353 and Allowing the City of Plano to Retain the City of Allen Annual Disbursements in the Amount of**

\$582,784 from the Subscriber Revenue Fund Under the Joint Radio System Agreement to Fund the City of Allen's One-Third Cost Share of Such Improvements.

MOTION: Upon a motion made by Councilmember Shafer and a second by Councilmember Clemencich, the Council voted seven (7) for and none (0) opposed to approve the Coordinating Committee's recommendations for a Joint Radio System Expenditure for system changes, upgrades, additional use and any other aspects of the Joint Radio System pursuant to the Joint Radio System Agreement with the City of Plano to purchase a replacement of the microwave network that connects the various towers in the amount of \$1,748,353 and allowing the City of Plano to retain the City of Allen annual disbursements in the amount of \$582,784 from the Subscriber Revenue Fund under the Joint Radio System Agreement to fund the City of Allen's one-third cost share of such improvements. The motion carried.

- 13. Award Bid and Authorize the City Manager to Execute a Contract with SYB Construction Co., Inc., for the Windridge Estates Phase 2 Water & Sanitary Sewer Replacement Project in the Amount of \$4,234,900.**

MOTION: Upon a motion made by Councilmember Clemencich and a second by Councilmember Cornette, the Council voted seven (7) for and none (0) opposed to authorize the City Manager to award bid and execute a Contract with SYB Construction Co., Inc., for the Windridge Estates Phase 2 Water & Sanitary Sewer Replacement Project in the Amount of \$4,234,900. The motion carried.

- 14. Conduct a Public Hearing and Adopt an Ordinance to Amend the Development Regulations of District G of Planned Development No. 108 with a Base Zoning of Mixed Use and to Adopt a Zoning Exhibit, Concept Plan, Building Elevations, Open Space Plan, Commercial Area Civic Spaces Plan, Commercial Area Enhanced Paving Exhibit, and Commercial Area Street "G" Cross Section for Approximately 35.740± Acres in the John Fyke Survey, Abstract No. 325, Generally Located at the Northeast Corner of the Intersection of Exchange Parkway and Watters Road. (Twin Creeks Watters)**

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

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

ORDINANCE NO. 3868-10-21: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE ZONING REGULATIONS AND ZONING MAP, AS PREVIOUSLY AMENDED, BY AMENDING THE REGULATIONS RELATING TO THE USE AND DEVELOPMENT OF A 35.740± ACRE TRACT SITUATED IN THE J. FYKE SURVEY, ABSTRACT NO. 325, AND PRESENTLY LOCATED IN AND ZONED AS DISTRICT G OF PLANNED DEVELOPMENT "PD" NO. 108, ADOPTING A ZONING EXHIBIT, CONCEPT PLAN, BUILDING ELEVATIONS, OPEN SPACE PLAN, COMMERCIAL AREA CIVIC SPACES PLAN, COMMERCIAL AREA ENHANCED PAVING EXHIBIT, AND COMMERCIAL AREA STREET "G" CROSS SECTION; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Upon a motion made by Councilmember Schulmeister and a second by Councilmember Shafer, the Council voted seven (7) for and none (0) opposed to adopt Ordinance No. 3868-10-21, as previously captioned, to amend the Development Regulations of District G of Planned Development No. 108 with a base zoning of Mixed Use for approximately 35.740± acres of land, subject to the Zoning Exhibit, Concept Plan, Building Elevations, Open Space Plan, Commercial Area Civic Spaces Plan, Commercial Area Enhanced Paving Exhibit, and Commercial Area Street "G" Cross Section. The motion carried.

Other Business

15. Calendar.

- October 30, 2021- Arbor Day Celebration, Glendover Park, 9 a.m. – Noon

16. Items of Interest.

- Councilmember Schulmeister encouraged the public to attend the Annual Chocolate and Wine Fundraiser benefiting the Allen Library Endowment Fund on October 16 at 6:30 p.m. at the Blue House Too.
- Councilmember Cornette encouraged the public to attend “Whispers from the Past” activities presented by the Allen Heritage Guild on October 17 at 2:00 p.m. at the Allen Heritage Village.
- Mayor Pro Tem Brooks congratulated Gail Donaldson, Water Conservation Manager, and the Water Conservation Division as recipients of the EPA “2021 WaterSense Excellence” award.
- Mayor Pro Tem Brooks recognized Chief Building Official Mike Sizemore for being featured in the International Code Council Building Safety Journal sharing his prospective as a building code professional.
- Mayor Pro Tem Brooks announced that many Allen Police officers will debut pink badges throughout October for Breast Cancer Awareness Month.
- Councilmember Schulmeister congratulated Dan Bowman, Executive Director of Allen Economic Development Corporation, for being named as one of DFW’s 40 under 40 by the Dallas Business Journal.
- Council wished happy birthday to Councilmember Shafer.

Executive Session

The Executive Session was not held.

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

Adjournment

MOTION: Upon a motion made by Councilmember Cornette and a second by Councilmember Shafer, the Council voted seven (7) for and none (0) opposed to adjourn the Regular Meeting of the Allen City Council at 8:25 p.m. on Tuesday, October 12, 2021. The motion carried.

These minutes approved on the 26th day of October 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: October 26, 2021

SUBJECT: Adopt an Ordinance Amending Chapter 6 of the Code of Ordinances by Amending Article VI. "Multi-Family Licensing."

STAFF RESOURCE: Lee Battle, Director of Community Enhancement

ACTION PROPOSED: Adopt an Ordinance Amending Chapter 6 of the Code of Ordinances by Amending Article VI. "Multi-Family Licensing."

BACKGROUND

The multifamily license ordinance is being amended to support implementation of the new Multi-family Stabilization Program. The new program provides a more comprehensive approach to maintaining multi-family complexes as they age and includes physical maintenance, resident engagement, property manager partnerships, and coordination of city services.

The City has operated a multi-family license and inspection program for many years, and the current multifamily license ordinance already establishes requirements for annual licenses, inspections, and maintenance standards. This amendment provides additional provisions for: 1) information provided to new tenants, 2) property manager training, 3) self-inspection documentation, and 4) general ordinance language clean-up.

Next steps will include outreach to property managers and revisions to the application process. In April 2022, the program coordinator as approved in the FY22 Budget will be recruited and it is anticipated that additional program activities will begin Summer 2022.

BUDGETARY IMPACT

The companion agenda item modifying the fee schedule will offset the administrative overhead necessary to implement the updated license provisions further outlined in this code amendment.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt an Ordinance amending the Code of Ordinances by amending Article VI. "Multi-Family Licensing and Inspections."

MOTION

I make a motion to adopt Ordinance No. _____ amending amending Chapter 6 of the Code of Ordinances by amending Article VI. "Multi-Family Licensing."

ATTACHMENTS:

Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 6, ARTICLE VI, “MULTI-FAMILY LICENSING”; BY AMENDING THE LICENSE AND INSPECTION REGULATIONS FOR MULTI-FAMILY COMPLEXES; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Chapter 6, Article VI of the Code of Ordinances of the City of Allen, Texas, is amended to read as follows:

“ARTICLE VI. – MULTI-FAMILY LICENSING

Sec. 6-131. - Title.

These regulations shall be known as the “Multi-Family Licensing and Inspection Ordinance,” and may be cited as such.

Sec. 6-132. - Purpose.

The purpose of this article is to safeguard the life, health, safety, welfare, and property of the occupants of multi-family dwelling complexes and the general public, by developing a process to enforce City building code standards and City property maintenance codes; and to provide equitable and practical remedies for the violation of City building code standards and City property maintenance codes.

Sec. 6-133. - Definitions.

For the purpose of this article, the terms, words, or phrases shall have the meanings given herein.

Bedroom. Any room or space used or intended to be used for sleeping purposes.

Building official. The official or other designated authority charged with the administration and enforcement of the City building code.

City. City of Allen.

City manager. City manager or designee.

Common area. Communal areas of the multi-family dwelling complex, including but not limited to hallways, stairways, lobby areas, laundry rooms, pool facilities, green spaces, recreation rooms and parking lots.

Director. The official, or designee, charged with the administration and enforcement of this article by the city manager.

Dwelling unit. A building or portion of a building which is arranged, occupied, or intended to be occupied as living quarters for not more than one family, and including facilities for food preparation, sleeping, and sanitation.

Family. A number of individuals living together as a single housekeeping unit, in which not more than four (4) individuals are unrelated by blood, marriage, or adoption.

Multi-family complex license. License issued by the City pursuant to this article.

Multi-family dwelling complex. Any building or portion thereof which is designed, built, rented, leased which contains three (3) or more dwelling units or apartments, including age restricted senior living facilities which are not licensed and inspected by the State. The term shall not include hotels, motels, or owner-occupied dwelling units.

Owner. Any person, partnership, corporation, or other legal entity having a legal or equitable title to the property.

Person. An individual, corporation, partnership, or any other legal entity.

Premises. A lot, plot, or parcel of land, including any structure thereon, including a dwelling unit, appurtenances thereto, grounds and facilities held out for the use of tenants generally and any other area of facility whose use is promised to the tenant.

Tenant. Any person who occupies a dwelling unit for living or dwelling purposes with the consent of the landlord.

Sec. 6-134. – Applicability and administration.

- (a) This article shall apply to all multi-family complexes located in the city with three (3) or more dwelling units and which are more than one (1) year old measured from the date of the issuance of the certificate of occupancy for the original construction of such multi-family complex.
- (b) The director is authorized to administer and enforce the provisions of this article.

Sec. 6-135. - License required.

- (a) It shall be unlawful for any person to own, operate, or manage a multi-family complex in the City without a current and valid license having been issued for said multi-family complex. Any person who owns, operates, or manages managing a multi-family complex at more than one (1) location shall obtain a license for each multi-family complex. A multi-family complex for which the initial certificate of occupancy has been issued for the original construction thereof shall be exempt from this license requirement for a period of one year from the date of issuance of the certificate of occupancy.
- (b) A license issued pursuant to this Article is not assignable or transferable.

Sec. 6-136. - License application, renewal, and expiration.

- (a) Any person who owns, operates, or manages a multi-family dwelling complex shall file a city-supplied application for a licensee with the director for each multi-family dwelling complex location. The application shall include the following information:
 - (1) Name, address, telephone number of the owner, operator, and the property manager.
 - (2) Trade name of the multi-family complex.
 - (3) Number of dwelling units broken down by bedroom configurations including efficiencies, one-bedroom, two-bedroom, three-bedroom, etc.
 - (4) Emergency contact information including the names of designated employees or other authorized persons who shall be assigned to respond to emergency conditions, and a telephone number at which said persons can be contacted during any twenty-four-hour period. Emergency conditions include but are not limited to fire, natural disaster, flood, collapse hazard, burst pipes, crime or similar events or conditions.
 - (5) The application shall be signed by the owner, operator, or manager of the multi-family complex.
- (b) The licenses shall expire on December 31, of each calendar year and shall be renewed annually. Any newly constructed multi-family complex applying for an initial license shall submit a license application within the one year after date of issuance of the certificate of occupancy for original construction of the multi-family complex.
- (c) The director may from time to time revise the license application form and require additional information.
- (d) The director may at any time, require the applicant to submit additional information to clarify the application.
- (e) If there is a change in ownership of a multi-family complex, the owner, operator, or manager is required to submit a new license application and obtain a new license within thirty (30) days after the date of change in ownership with no license fee charged for such change. The owner or manager shall notify the City within thirty (30) days after the date of the change of ownership.
- (f) The license application shall be accompanied by the applicable license fee.

Sec. 6-137. - License fee.

Each applicant for a license for a multi-family dwelling complex, or for the renewal of a license, shall at the time of submittal of the application pay an annual license fee in an amount established by resolution of the city council from time to time.

Sec. 6-138. - License suspension, denial, and revocation.

- (a) The director may suspend, revoke, or deny a license for failure to comply with any of the terms or provisions of this article.
- (b) A license may be denied, suspended, or revoked if the applicant provides or has provided an incomplete application, false or misleading information in the license application.

- (c) A license may be suspended or revoked for failure of the owner, manager, or designee to attend the annual training required by this article.
- (d) Whenever a license is suspended or revoked, the holder of the license shall be notified in writing that the license is, upon delivery of the notice, immediately suspended or revoked. The suspension or revocation shall continue until the director determines that the multi-family complex is in compliance with this article, or a license has been reinstated. Suspension of, or revocation of a license shall not preclude the director from taking other enforcement action authorized by law.
- (e) The director may, without advance notice, suspend the license of a multi-family complex if the complex is found to have one or more violations that constitutes an imminent hazard to public health or safety.
- (f) While the license is under suspension, or if application has been denied, or if the license has been revoked the owner, operator or manager may not allow any new tenants to occupy any dwelling unit in the multi-family complex until the multi-family complex is in compliance with this article as determined by the director, or a license has been issued or reinstated.
- (g) The applicant for, or holder of a license may appeal the denial, suspension, or revocation of the license to the city manager, by submitting a written appeal stating the reasons for such appeal to the office of the city manager, within five (5) business days after receipt of notice of such denial, suspension, or revocation.
- (h) Within five (5) business days after receipt of an appeal, the city manager shall set a date, time, and place for the hearing of the appeal and deliver written notice thereof to such person in accordance with this article.
- (i) A notice required to be provided or delivered by the City pursuant to this article is deemed to have been delivered by the City on the date that it is hand delivered, or three (3) days after the date the notice is sent by first class mail United States mail postage prepaid addressed to the person provided in the appeal or license application for the license.

Sec. 6-139. – Owner, Operator and Manager Responsibilities.

- (a) The owner, operator, and manager of a multi-family complex shall maintain the structures and premises in compliance with the requirements established by this article and applicable City codes and ordinances. The owner, operator, and manager of a multi-family complex shall not permit a person to occupy, nor may a person occupy or permit another person to occupy any dwelling unit in a multi-family complex which is not in a sanitary and safe condition, and which does not comply with the requirements of this article or City code and ordinances.
- (b) At the time each tenant signs a lease for a dwelling unit in a multi-family complex the owner, operator or manager thereof shall provide to the tenant the following information:
 - (1) Multi-Family Program summary as provided by the city.
 - (2) List of City and community contacts for services.
 - (3) State and Federal Fair housing information and as may be provided by City.
 - (4) Any additional information as may be provided by the City.

- (c) Once each calendar year the owner, manager, or a designated representative, for each licensed multi-family complex shall attend training on City code requirements and crime prevention as established by the Director, from time to time.
- (d) The owner, operator, or manager of a multi-family complex shall inspect each dwelling unit in a multi-family complex prior to leasing such dwelling unit and shall comply with the following:
 - (1) The inspection of a dwelling unit shall be conducted by the owner, operator, or manager and with the tenant when the occupancy of the dwelling unit changes, and at a minimum each dwelling unit shall be inspected at least once each calendar year.
 - (2) The owner, operator, or manager shall prepare a written inspection report for each inspection and shall provide the tenant with a copy of such inspection report. The owner, operator, or manager shall maintain copies of such inspection reports on the premises of the multi-family complex and shall make such inspection reports available to the director for inspection upon request. The inspection reports shall be maintained by the owner, operator, or manager for a minimum of three (3) years following the date of each such inspection.
- (e) The owner, operator, or manager of a multi-family complex shall inspect the community rooms, common areas and grounds of the multi-family complex at least once each calendar year and prepare a written inspect report for each such inspection. Such inspection reports shall note and identify any safety and maintenance issues. Such inspection reports shall be maintained by the owner, operator, or manager for a minimum of three (3) years following the date of each such inspection, and shall make them available to the director for inspection upon request.

Sec. 6-140. – Required postings.

Each licensed multi-family dwelling complex shall have prominently displayed in the front lobby/reception area or, for those premises without a front lobby/reception area, a conspicuous, publicly accessible area on the premises of the multi-family complex visible to the public the following:

- (a) Current and valid license certificate.
- (b) Signs displaying a telephone number at which emergency conditions can be reported during any twenty-four (24) hour period.
- (c) Sign stating, "TO REPORT UNRESOLVED VIOLATIONS OF THE CITY'S PROPERTY MAINTENANCE CODE FOR THESE PREMISES, PLEASE CONTACT THE CITY OF ALLEN CODE COMPLIANCE DIVISION."

Sec. 6-141. – Inspections and Re-Inspections.

- (a) To determine compliance with City building and property maintenance standards in accordance with applicable City codes and ordinances, and to determine compliance with this article, the director may conduct:
 - (1) Periodic inspections;
 - (2) Follow-up inspections; and

- (3) Inspections based on indications of City code or ordinance violations, including complaints filed with the City or the director.
- (b) The following areas of a multi-family dwelling complex shall be subject to periodic inspection by the director:
 - (1) All building exteriors;
 - (2) All exterior and interior common areas;
 - (3) All mechanical, maintenance, storage and equipment rooms and closets;
 - (4) Vacant dwelling units;
 - (5) Occupied dwelling units upon receipt of consent by the tenant of the dwelling unit or as may be provided by law.
- (c) The director and or the building official may inspect portions of a multi-family dwelling complex as frequently as the director or building official deems necessary.
- (d) The owner, operator, or manager of a multi-family dwelling complex shall make all exterior, interior, and exterior public areas, and vacant dwelling units of the multi-family complex available to the director for inspections at all reasonable times. If entry is refused or not obtained the director is authorized to seek a warrant as allowed by law.
- (e) The owner, operator, or manager shall be provided a copy of City inspection reports, including a list of any City code or ordinance violations or deficiencies requiring correction and a timeframe for correction of such violations or deficiencies. The owner, operator, or manager shall correct such violations or deficiencies identified in the inspection report within the timeframe established by the director or the City. Failure to correct such violations or deficiencies may result in additional enforcement actions including, but not limited to the suspension or revocation of the license.

Sec. 6-142. – Inspection standards.

- (a) This article is intended to complement the requirements of other applicable City code and ordinances and shall not be deemed to lower any more restrictive standards required by City codes and ordinances.
- (b) Multi-family complexes shall comply with all applicable City codes and ordinances.
- (c) It shall be unlawful for any person to permit or allow more than one (1) family to reside in any multi-family complex dwelling unit. The owner, operator, or manager shall maintain records identifying the number of occupants of each dwelling unit and make such records available to the director for review and inspection.

Sec. 6-143. – Offenses.

- (a) It shall be unlawful for any person to violate any provision of this article.
- (b) A person commits an offense if the person owns, operates or manages, or causes to operated, a multi-family complex without a current valid license issued by the director, or while the license is suspended.

- (c) A person commits an offense if the person owns, operates, or manages, or causes to operated, a multi-family complex which is in violation of City codes or ordinances.
- (d) A person commits an offense if such person submits a license application that contains false or misleading information.
- (e) A person commits an offense if the person owns, operates, or manages, or causes to operated, a multi-family complex and the owner or manager, or designee for such multifamily complex has failed to attend the annual training as required by this article.
- (f) A person commits an offense if the person owns, operates, or manages, or causes to operated, a multi-family complex and rents, leases, advertises or holds out for rent, any multi-family complex without a current valid license having been issued for such premises.

Sec. 6-144. - Penalties.

- (a) Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be subject to a fine not to exceed two thousand dollars (\$2,000.00) for each offense; and each day such violation continues to exist, shall constitute a separate offense.
- (b) In addition to the penalties of this article, the City is authorized to file suit for injunctive relief as may be necessary to enforce the provisions of this article.”

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

SECTION 3. 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 4. 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 5. Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Allen, as previously amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

SECTION 6. This ordinance shall take effect immediately from and after its passage and publication of the caption as the law and charter may require.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 26TH DAY OF OCTOBER 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
(PGS:10-21-21:TM 125534)

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: October 26, 2021

SUBJECT: Adopt a Resolution Establishing Multi-Family License Fees.

STAFF RESOURCE: Lee Battle, Director of Community Enhancement

ACTION PROPOSED: Adopt a Resolution Establishing Multi-Family License Fees.

BACKGROUND

This item is a companion item to the proposed amendment to the Multi-family License section of the Code of Ordinances. The resolution establishes the multi-family license fee to \$15 per unit annually. The purpose of the fee is to cover the costs of operating the Multi-family Stabilization program.

BUDGETARY IMPACT

This fee will generate approximately \$120,000 in revenue this fiscal year, which will offset the administrative costs for implementing the license and inspection program and multi-family stabilization program.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt a Resolution establishing Multifamily License Fees.

MOTION

I make a motion to adopt Resolution No. _____ establishing Multifamily License Fees.

ATTACHMENTS:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ESTABLISHING MULTI-FAMILY LICENSE FEES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Code of Ordinances of the City of Allen authorizes the City Council to establish license fees for Multi-Family Complexes.

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

SECTION 1. The City Council of the City of Allen, Texas, hereby establishes the following multi-family complex license fees:

1. Annual (and each renewal) License Fee shall be a total of \$15.00 for each dwelling unit in each multi-family complex.

SECTION 2. All provisions of the Resolutions of the City of Allen, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Resolution which shall remain in full force and effect.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 26TH DAY OF OCTOBER 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: October 26, 2021

SUBJECT: Adopt a Resolution Designating *The Allen American* and *The Dallas Morning News* as Official Newspapers of the City of Allen for Fiscal Year 2021-2022.

STAFF RESOURCE: Shelley B. George, City Secretary

PREVIOUS COUNCIL ACTION: Council adopted Resolution No. 3772-9-20(R) designating *The Allen American* and *The Dallas Morning News* as the Official Newspapers for Fiscal Year 2020-2021.

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 2021-2022.

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 designated *The Dallas Morning News* as its second official newspaper. The City of Allen primarily publishes legal notices, public hearing notices, ordinances, and election notices in *The Allen American*, but might also publish items in *The Dallas Morning News* as needed.

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 2021-2022 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 2021-2022.

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 2022; 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 25TH DAY OF OCTOBER 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

October 26, 2021

SUBJECT:

Adopt a Resolution Authorizing the City Manager to Execute an Interlocal Agreement Between the Cities of Allen, Plano, and the Town of Fairview to Allow the Town of Fairview to Use the Radio System Jointly Owned by the City of Allen and the City of Plano.

STAFF RESOURCE:

Eric Matthews, IT Director

PREVIOUS COUNCIL ACTION:

On September 11, 2018, City Council adopted Resolution number 3603-9-18(R) authorizing an Interlocal Agreement between Allen and Plano to operate a Joint Radio Communications System.

On September 14, 2010, City Council adopted Resolution No. 2945-09-10(R) authorizing Interlocal Agreements between the Cities of Allen and Plano with the Cities of Parker and Lucas, Plano ISD, and Texas Health Center for Diagnostics and Surgery (THCDS) Radio Systems to be Users on the Allen and Plano Jointly Owned Radio Communications System.

On December 8, 2009, City Council adopted Resolution No. 2877-12-09(R) authorizing an Interlocal Agreement between Allen, Plano, Wylie and Murphy for a Joint Radio Communication System.

On May 12, 2009, City Council adopted Resolution No. 2822-5-09(R) authorizing an Interlocal Agreement between Allen and Plano for a Joint Radio Communications System for Municipal Services.

ACTION PROPOSED:

Adopt a Resolution Authorizing the City Manager to Execute an Interlocal Agreement Between the Cities of Allen, Plano, and the Town of Fairview to Allow the Town of Fairview to Use the Radio System Jointly Owned by the City of Allen and the City of Plano.

BACKGROUND

On September 11, 2018, City Council adopted Resolution number 3603-9-18(R) authorizing an Interlocal Agreement between Allen and Plano to operate a Joint Radio Communications System for Municipal Services. Through this agreement, Allen and Plano continued the decade-long joint ownership of the system

and reserve the right to seek additional subscribers. The revenue from any additional subscribers will be held by Allen and Plano and used to support the jointly owned radio system infrastructure.

With this new ILA, The Town of Fairview will be re-subscribing to the Joint Radio System. This new agreement will auto-renew annually. The benefits of a jointly owned and operated radio system have been proven. Cities have been able to reduce overall system costs through shared investments, have improved agility and interoperability, and maintained a high-performing and fault-tolerant system that would not have been possible if each entity had chosen to run its own system.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt a Resolution authorizing the City Manager to execute an Interlocal Agreement between the Cities of Allen, Plano, and the Town of Fairview to allow the Town of Fairview to use the Radio System jointly owned by the City of Allen and the City of Plano.

MOTION

I make a motion to adopt Resolution No. _____ authorizing the City Manager to Execute an Interlocal Agreement Between the Cities of Allen, Plano, and the Town of Fairview to allow the Town of Fairview to use the Radio System jointly owned by the City of Allen and the City of Plano.

ATTACHMENTS:

Resolution

ILA for Joint Radio System - Fairview

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITIES OF ALLEN AND PLANO AND TOWN OF FAIRVIEW 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.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and,

WHEREAS, the City Council authorized an Interlocal Agreement by and between the Cities of Allen and Plano providing terms and conditions for the purchase and operation of a joint radio system for Municipal Services with such Agreement being approved by the Allen City Council on September 11, 2018, through Resolution No. 3603-9-18(R); and,

WHEREAS, the City Council has been presented with the attached Interlocal Cooperation Agreement (“Agreement”) by and between the Cities of Allen and Plano and Town of Fairview to allow the use of the joint radio system by City of Town of Fairview; and,

WHEREAS, the attached Agreement serves a valid public purpose of governmental services including public safety in that the use of the radio system allows emergency personnel to communicate thereby protecting the health, safety and welfare of residents; and,

WHEREAS, upon full review and consideration of the attached Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions of the attached Agreement should be approved, and that the City Manager should be authorized to execute the attached Agreement on behalf of the City of Allen.

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

SECTION 1. The terms and conditions of the attached Agreement having been reviewed by the City Council of the City of Allen, Texas, and are hereby in all things approved.

SECTION 2. The City Manager is hereby authorized to execute the attached Agreement and all other documents in connection therewith on behalf of the City of Allen, Texas.

SECTION 3. 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 26TH DAY OF OCTOBER 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

COMMUNICATIONS SYSTEM AGREEMENT

CATEGORY 1 – GOVERNMENT ENTITY

This **COMMUNICATIONS SYSTEM AGREEMENT** (the “**Agreement**”) is made and entered into by and between the **Cities of Plano and Allen (“Cities” or “City” when referred to individually)** acting herein by and through its duly authorized City Managers, and the **Town of Fairview (“USER”)**, acting herein by and through its duly authorized Town Manager, individually referred to as a “Party,” collectively referred to herein as the “Parties.” Plano and Allen shall include all employees, directors, officers, agents, and authorized representatives of Plano and Allen, respectively. **USER** shall include all employees, directors, officers, agents, and authorized representatives of **USER**.

RECITALS

WHEREAS, this Agreement is made under the authority of Sections 791.001-791.029, Texas Government Code; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that Party; and

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and each has the legal authority to perform and provide the governmental function or service which is the subject matter of this Agreement; and

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of all Parties and that the division of costs fairly compensates the performing Party for the services or functions under this Agreement; and

WHEREAS, the **Cities** jointly own, operate, and maintain the radio communications system exclusive of the radios owned individually by each City (herein referred to as Joint Radio System) for the purpose of providing Public Safety voice radio and data communications and are the sole license holders of the Joint Radio Systems with all privileges and responsibilities thereof.

NOW THEREFORE, the **Cities** and **USER** agree as follows:

1. GRANT OF LICENSE

The **Cities** hereby grant the **USER** specific permission to operate **USER’s** owned or leased field radio equipment or equipment attached and/or interfaced to the Joint Radio System infrastructure in accordance with the specific details and requirements for use as set forth in “**Exhibit A, Terms of Use,**” which is attached hereto, incorporated herein, and made a part of this Agreement for all purposes. Failure to comply with these specific details and requirements may result in the immediate withdrawal of the specified permissions.

2. **TERM**

This Agreement shall begin upon the last day executed by all authorized Parties (“Execution Date”) and shall continue in full force and effect for a period of one year (the “Initial Term”). After the Initial Term, this Agreement shall automatically renew for successive one-year terms for four (4) additional years unless otherwise terminated in accordance with the provisions set forth herein and in “**Exhibit A**”.

3. **COMPENSATION**

USER shall remit payment to the City of Plano in the amount and manner set forth in “**Exhibit A**”.

4. **LIABILITY**

Each Party agrees to be liable for any damages or losses that may be caused by its own negligence, omission or intentional misconduct. For purposes of this section, the term Party shall include employees, directors, officers, agents, authorized representatives, subcontractors, consultants, and volunteers of the respective Party. Nothing in the performance of this Agreement shall impose any liability for claims against either Party other than for claims for which the Texas Tort Claims Act may impose liability.

5. **INDEPENDENT ENTITY**

It is expressly understood and agreed that **USER** shall operate as an independent entity as to all rights and privileges granted herein, and not as an agent, representative or employee of the **Cities**. Subject to and in accordance with the conditions and provisions of this Agreement, **USER** shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. **USER** acknowledges that the doctrine of *respondeat superior* shall not apply between the **Cities**, its employees, directors, officers, agents, and authorized representatives, and **USER** and its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. **USER** further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between the **Cities** and **USER**.

6. **HOLD HARMLESS**

Each Party agrees to hold harmless the other Party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney’s fees, including all expenses of litigation or settlement, or causes of action which may arise by reason or injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement. In the event that a claim is filed, each Party shall be responsible for its proportionate share of liability.

7. NON-APPROPRIATION OF FUNDS

The **Cities** and **USER** will use best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by either Party's governing body, and, as a result, that Party is unable to fulfill its obligations under this Agreement, that Party (i) shall promptly notify the other Parties in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated, without further obligation for payment.

8. RIGHT TO AUDIT

USER agrees that the **Cities** shall, at no additional cost to the **Cities**, during and until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine, at reasonable times, any directly pertinent books, documents, papers, records, and communications of the **USER** involving transactions relating to this Agreement. **USER** agrees that the **Cities** shall have access during normal working hours to all necessary **USER** facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The **Cities** shall give **USER** reasonable advance notice of intended audits.

9. ASSIGNMENT

USER shall not have the right to assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the **Cities**, which such right shall be granted solely at the discretion of the **Cities**. Any assignment in violation of this provision shall be void.

10. NO WAIVER

The failure of either Party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

11. GOVERNMENTAL POWERS/IMMUNITIES

It is understood and agreed that by execution of this Agreement, that neither **Cities** nor **USER** waive or surrender any of their governmental powers or immunities.

12. AMENDMENTS

No amendment to this Agreement shall be binding upon either Party hereto unless such amendment is set forth in writing, dated subsequent to the date of this Agreement, and signed by all Parties.

13. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

14. TERMINATION

Should circumstances other than those set forth in Exhibit A or otherwise provided in this Agreement exist that require one or more Parties to terminate this Agreement, then such termination shall be with the following conditions:

This Agreement may be terminated upon one (1) year advanced written notice from the Party seeking termination to the other Party. The Party terminating this Agreement shall reimburse the remaining Party for reconfiguring of the system, such as microwave realignment and licensing fees. Notwithstanding the foregoing, no obligations herein shall require the City to levy a tax or create a sinking fund.

15. CONFIDENTIAL INFORMATION

To the extent permitted by law, **USER** and its officers, agents and employees, agrees that it shall treat all information provided to it by the **Cities** as confidential ("City Information") and shall not disclose any such information to a third party without the prior written approval of the **Cities**, unless such disclosure is required by law, rule, regulation, court order, in which event **USER** shall notify the **Cities** in writing of such requirement in sufficient time to allow the **Cities** to seek injunctive or other relief to prevent such disclosure. **USER** shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. **USER** shall notify the **Cities** immediately if the security or integrity of any City Information has been compromised or is believed to have been compromised.

16. FORCE MAJEURE

The Parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any state or federal law or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems, existing contractual obligations directly related to the subject matter of this Agreement, or declaration of a state of disaster or emergency by the federal, state, county, or City government in accordance with applicable law.

17. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other Party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission (Fax numbers: Plano 972-941-5088; Town of Fairview 972-625-1887), or (3) received by the other Party by United States Mail, registered, return receipt requested, addressed as follows:

City of Plano
Attn: Office of the CIO
1117 E. 15th Street
Plano, Texas 75074

City of Allen
Attn: IT Director
305 Century Parkway
Allen, TX 75013

Town of Fairview
Attn: Town Manager
372 Town Place
Fairview, TX 75069

18. GOVERNING LAW / VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Collin County, Texas or the United States District Court for the Eastern District of Texas. In any such action, each Party shall pay its own attorneys' fees, court costs and other expenses incurred as a result of the action.

19. SIGNATURE AUTHORITY

The person signing this Agreement hereby warrants that he or she has the legal authority to execute this Agreement on behalf of his or her respective Party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other Party is fully entitled to rely on this warranty and representation in entering into this Agreement.

20. ENTIRETY OF AGREEMENT

This written instrument, including all Exhibits attached hereto, contains the entire understanding and agreement between the **Cities** and **USER** as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with this Agreement. Any previously executed Communication System Agreement (ILA) between the Parties shall be terminated simultaneously with the final execution of this Agreement by both Parties.

21. COUNTERPARTS.

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

22. COOPERATIVE MANAGEMENT AND DISPUTE RESOLUTION

Problems may arise in the programming of subscriber radios, consoles, and consolettes; and managing microwave paths and undue RF interference; as well as in unexpected areas.

The Plano Radio Division, acting as the operating arm of the Joint Radio System's simulcast system, will fully participate in the resolution of any connectivity issues that may arise during the life of this Agreement. This participation includes the initial implementation of connectivity and integration of the two networks. The Parties will rely on internal staff, contractors, and vendors, as required, to ensure full functionality of the Joint Radio System's simulcast system platform.

A Party will promptly notify the others of any performance concern, problem, or information indicating a possible problem for the Joint Radio System's simulcast system. A Party will provide the other Parties, and their representatives and experts, with escorted access to any site, location or piece of equipment or infrastructure (where applicable) for an inspection and evaluation of a problem or issue facing the Party's simulcast system or simulcast cell. Each Party will provide the others with any information or data it may have, including from a radio-system-management server or similar server related to the issue. The Parties will promptly exchange with one another their information, reports, results of any inspection or evaluation, expert analyses or recommendations, and proposals for avoiding, improving, or fixing any problem. The Plano Radio Division phone and email contact information shall be provided to **USER** as a first point of contact in order to address such pressing issues. The Plano Radio Division shall also be provided relevant phone and email information in order to respond and coordinate as needed. The Parties will use their best efforts to solve a problem quickly. The Plano Radio Division shall respond within one-hour to any report of a system-wide infrastructure outage or priority-restore items at dispatch centers or fire station alerting systems.

In the event of a dispute regarding any aspect of this Agreement, the dispute shall be discussed first amongst an assigned Technical Committee designee of **USER**, the City of Plano and the City of Allen in an attempt to seek an informal resolution within five business days of all Parties being made aware of such dispute. If an agreement on a solution remains unresolved, then the dispute shall be referred to a joint meeting of representative City and **USER** management of each of the Parties within a reasonable period of time from the initial meeting. If the dispute continues to remain unresolved after this process, the Parties shall refer the dispute to outside non-binding mediation for resolution prior to engaging in litigation. All Parties shall share equally in the costs of a certified mediator and each Party shall be responsible for their own attorney fees.

[Signature Page Follows]

EXECUTED IN MULTIPLE ORIGINALS on this the ____ day of _____, 20____.

CITY OF PLANO, TEXAS

BY: _____
Mark D. Israelson
City Manager

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

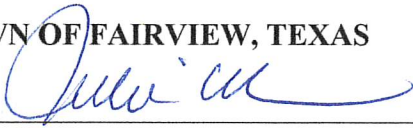
CITY OF ALLEN, TEXAS

BY: _____
Eric Ellwanger
City Manager

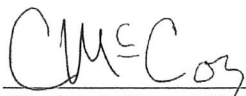
APPROVED AS TO FORM:

Peter G. Smith, CITY ATTORNEY

TOWN OF FAIRVIEW, TEXAS

By: 
Julie Couch
Town Manager

APPROVED AS TO FORM:


Clark McCoy, TOWN ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the _____ day of _____, 2021, by **MARK D. ISRAELSON**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipality, on behalf of such corporation.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the _____ day of _____, 2021, by **ERIC ELLWANGER**, City Manager, of the **CITY OF ALLEN, TEXAS**, a home-rule municipality, on behalf of such Municipality.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the 8th day of July, 2021, by **JULIE COUCH**, Town Manager, of the **TOWN OF FAIRVIEW, TEXAS**, a home-rule municipality, on behalf of such Municipality.

Tenitrus Bethel
Notary Public, State of Texas

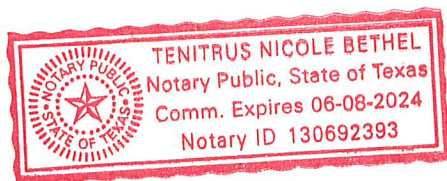


EXHIBIT A

CATEGORY 1, TERMS OF USE

The Terms of Use are set forth below:

TERMS OF USE

1. The installation and maintenance of the Radio System infrastructure equipment is the responsibility of the City of Plano Radio Division unless otherwise stated in this Agreement.
2. The City of Plano Radio Division is the holder of the FCC (Federal Communications Commission) license(s) that the Joint Radio System uses for its operation. This Agreement shall not be construed or interpreted to grant, convey, or otherwise provide **USER** with any rights whatsoever to the Plano Radio Division FCC license(s) or to the Radio Frequency spectrum used by the Joint Radio System.
3. The City of Plano Radio Division makes no guarantee, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location. The **USER** is responsible for conducting appropriate and applicable in-building and geographical coverage testing to determine the expected radio coverage level for **USER**'s equipment.
4. **USER** will be responsible for the acquisition of all equipment and ensuring the proper programming and maintenance of all equipment that **USER** will be utilizing in connection with the Joint Radio System infrastructure, including, but not limited to, Subscriber Radios, consoles, and special equipment.
5. In order to ensure hardware and software compatibility with the Joint Radio System infrastructure, all Subscriber Radios and consoles intended for use by **USER** on the Joint Radio System shall be compliant with Project 25 Phase II standards established by the Telecommunications Industry Association. The use of unauthorized radios on the Joint Radio System may result in suspended operation of the radios and/or termination of the Agreement.

The City of Plano operates a radio shop for the mutual benefit of all users of the Joint Radio System. The radio shop provides day-to-day system administration as well as centralized shipping and receiving for all mobile and portable repairs. When radios return from repair, the radio shop verifies their operation and programs the unit as required. To ensure optimum interoperability of thousands of radios on this network, infrastructure owners on this joint radio system are expected to have their radio programming done exclusively by the City of Plano Radio Shop. The radio shop offers a drive-up service to assist in troubleshooting radio issues in vehicles in addition to the functions outline in Item 23 of this ILA.

The radio shop is generally open Monday-Friday 7:30 a.m. to 4 p.m. If service is required after hours, the on-call technician will respond. After hours responses shall be limited to service

affecting system-wide infrastructure or priority-restore items at dispatch centers, fire station alerting, at the sole discretion of the Plano Radio Manager. Mobile and portable service is not available after hours or weekends.

6. **USER** agrees to exclusively utilize antennas specifically approved by the radio manufacturer for use with the specific models of **USER**'s radios. The use of short, broad spectrum, or "stubby," antennas is not recommended. **USER** shall be solely liable for coverage gaps in the event **USER** utilizes short broad spectrum or stubby antennas or other antennas not approved by the manufacturer for use with the specific models of **USER**'s radios.

7. No antenna gain greater than 3 DB will be allowed for mobiles and consolettes.

8. **USER** shall use due diligence in the maintenance and configuration of its Subscriber Radio equipment to ensure that no **USER** radio or console causes a degradation to the Joint Radio System operation. The City of Plano Radio Division shall have the right to remove from operation any field radio unit or equipment owned or leased by **USER** that is operating on, attached and/or interfaced to the Joint Radio System infrastructure, if the Plano Radio Division determines in its sole reasonable discretion that such equipment is causing interference or harm to the Joint Radio System in any way. The Plano Radio Division reserves the right to request that **USER** operated field radio units or equipment operating on, attached and/or interfaced to the infrastructure be tested for proper operation and/or repaired by the Plano Radio Division or an authorized radio repair facility approved by the Plano Radio Division. Any costs incurred for such testing or repair that are not covered by payment of the Infrastructure Support Fee of the Plano Radio Division will be the sole responsibility of **USER**. Furthermore, the Plano Radio Division shall have the right to deactivate, without prior notification to or consent of **USER**, any field radio or other **USER** equipment suspected of causing interference, intentionally or unintentionally, to any other radios on the Joint Radio System or to the Radio System's overall operation.

9. **USER**'s radios may be used for voice and data radio communications over the Joint Radio System infrastructure in accordance with the terms and conditions of this Agreement for as long as this Agreement remains in effect.

10. The Plano Radio Division will be responsible for managing infrastructure loading and demand. The City of Plano Radio Division reserves the right, without notice to incumbent users, to enter into a similar agreement with other entities or to deny the addition of new Subscriber Radio equipment to any user of the Joint Radio System. The Plano Radio Division shall have discretion in determining whether to allow additional users or radios based on the Joint Radio System's Coordination Committee determination of whether such addition to the Joint Radio System can be made without adversely impacting the Joint Radio System. The City of Plano agrees to not enter into a similar agreement with other entities or allow additional users or radios from other entities if it is reasonably calculated to result in the future denial of a reasonable request by **USER** to add new Subscriber Radio equipment.

11. **USER** is prohibited from utilizing telephone interconnect on the Joint Radio System. This prohibition shall include, but is not limited to, connecting to either the PSTN (Public Switched

Telephone Network) or **USER**'s internal phone system(s) through a console patch into the Joint Radio System or to any Subscriber Radio on the Radio System.

12. Due to the radio infrastructure resource allocations required by "Private Call," **USER** is not permitted to utilize "Private Call" on the Joint Radio System.

13. **USER**'s utilization of data communications on the Joint Radio System will be limited to the Radio System's over-the-air programming ("OTAP") or over-the-air rekeying ("OTAR") functions. Performance of data communications over the Joint Radio System is not guaranteed. For programming changes involving more than ten Subscriber Radios, **USER** agrees to coordinate with the Plano Radio Division prior to executing changes to minimize impact on other users and the Radio System.

14. The use of OTAR in association with Subscriber Radio encryption is prohibited without prior approval of the Plano Radio Division. Administration of encryption keys will be performed exclusively by the Plano Radio Division. **USER** may utilize and administer other encryption methods as required.

15. The Plano Radio Division will provide **USER** with an Advanced System Key (ASK) for use with the **USER**'s Subscriber Radios only. The ASK will expire annually, and **USER** shall be responsible for requesting a new ASK 30 days prior to expiration, if one is required. **USER** will be responsible for safeguarding the security of the ASK to prevent theft and/or loss. **USER** agrees to notify the Plano Radio Division immediately upon the theft or loss of the ASK.

16. The Plano Radio Division will assign the **USER** Talk Group IDs unique to **USER** operation. All Talk Group names shall include a prefix unique to the **USER**'s agency. No other agency will be authorized to use **USER** Talk Groups without the express written permission of **USER**, and a copy of such permission must be on file with the Plano Radio Division before such use may occur. The Plano Radio Division reserves the right to require certain Talk Group IDs to be programmed in **USER** radios. Additionally, the Plano Radio Division shall have the right to limit the number of Talk Group IDs to be used by **USER** and to disable Talk Groups IDs as it deems appropriate. The Plano Radio Division will provide no less than 20 Talk Group IDs to **USER**.

17. The Plano Radio Division has established a coordinated Interoperable Communications Plan to apply to the Joint Radio System and the users of its Radio System. **USER** agrees to participate in the Plan and include the Plan's interoperable Talk Groups in the programming of its Subscriber Radios and Console Systems.

18. Roaming to other systems or the use of **USER**'s Talk Groups on other trunked systems that are interconnected to the Joint Radio System is prohibited without prior approval by the Plano Radio Division. Roaming to other trunked systems will be limited to the Joint Radio System's interoperable Talk Groups, although this capability may be terminated by the Plano Radio Division if its use is determined to result in performance degradation to either the Joint Radio System or the interconnected trunked system.

19. **USER** may utilize a Network Management Console (NMC) to manage its own environment. **USER** is responsible for acquiring and maintaining, at **USER**'s sole cost, all components required to connect the NMC to the Joint Radio System. The **USER**'s NMC must be partitioned in a manner to limit access to **USER**'s own environment only and to prevent **USER** from viewing, accessing, or making any changes to equipment that is not owned or leased by **USER**. The **USER** must ensure the NMC is located in a secure area. USB ports on the NMC must be deactivated except during maintenance activity. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. No other software applications may be utilized by the NMC.

20. The Plano Radio Division generally maintains aliases for units operating on the Joint Radio System. If the **USER** has acquired the capability to modify its aliases, it may administer and maintain its own subscriber unit aliases. From that point, **USER** will be responsible for administering and maintaining its own subscriber unit aliases, and the Plano Radio Division will no longer administer and maintain the **USER**'s subscriber unit aliases.

21. USB ports on the **USER**'s Console Systems must be deactivated except during maintenance activity. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. If required, all connectivity between the Console Systems and the Joint Radio System is the responsibility of the **USER**, including software, hardware and carrier services. Associated costs will be incurred by the **USER**. Unless otherwise approved by the Plano Radio Division, connectivity will be achieved through local terrestrial circuit facilities. The use of other connectivity methods, including, but not limited to, microwave or fiber, must be approved by the Plano Radio Division. **USER** may incur additional costs from the Plano Radio Division for other connectivity methods.

22. As applicable, the Plano Radio Division shall execute with Motorola Solutions a System Upgrade Agreement for the Console Systems and Site Repeater Systems that would be affected by the software upgrades, including those owned (or leased) and operated by the **USER**. Unless the **USER** is notified otherwise by the Plano Radio Division, the software for the Joint Radio System, all Site Repeater Systems and all Console Systems will be upgraded to the current level every two years. The **USER** will provide all reasonable coordination necessary for the upgrade of its Console Systems. **USER** acknowledges that reductions in functionality may occur during the upgrade process.

APPLICABLE FEES; TERMINATION; REFUNDS

23. **USER** shall pay the Plano Radio Division an annual Infrastructure Support Fee, per Subscriber Radio or console. This fee is payable in advance on an annual basis for all active radio IDs and consoles issued to **USER** at the time of the annual billing. Invoicing will occur on a pro-rata basis when new Radio IDs are issued or consoles added, and thereafter, at the beginning of each fiscal year. There will be no refunds or credits for radios or consoles removed from service during the fiscal year, however, the annual Infrastructure Support Fee paid for a radio or console that becomes permanently out of service during the year may be applied to the replacement radio or console.

24. Radio Subscribers shall pay the City of Plano (Radio Division) an annual Infrastructure Support Fee in the amount of \$33.00 per Radio or console per month and a \$1.00 per radio/month network access fee for a total of \$34.00 per month per radio/console. The monthly per Subscriber Radio support covers access to the primary master site in Plano and the back-up site in Allen, radio programming services by the City of Plano Radio Division, and the following City of Plano Radio Division services cited in the table below.

Radio Installation & Patching	Shipping & Receiving Devices
Loaner Program	Service & Repair
FCC License Management	Solution Engineering (Consultation)
Encryption & Key Management	Talk Group Assignment
Network Problem Resolution	Service Center
Network Upgrade Management	Tower Operation & Maintenance
Radio Monitoring	On-Call Support (7x24x365)

25. The Plano Radio Division shall have the right to increase any applicable fees under this Agreement each fiscal year to offset any increased costs incurred by the Plano Radio Division in the operation or maintenance of the Joint Radio System. Any increase in applicable fees will be effective at the beginning of the next Plano Radio Division fiscal year. The Plano Radio Division shall provide **USER** with 120 days' written notice of any intended fee increase, **provided, however,** that this notice period may be less than 120 days if Motorola Solutions provides the Plano Radio Division with less than 90 days' notice of an increase in the System Upgrade Agreement Fee and such reduced notice period shall not impact **USER**'s obligation to pay the increased fee. If the amount of increase in fees is more than a ten percent (10%) increase per console/radio as compared to the prior fiscal year, **USER** may elect to terminate this Agreement by providing not less than thirty (30) days written notice prior to the start of the next billing cycle. In the event **USER** terminates this Agreement due to an increase in fees that exceeds ten percent (10%) per console/radio as compared to the prior fiscal year, **USER** shall not be obligated to reimburse the remaining Party for reconfiguring of the system, such as microwave realignment and licensing fees. Notwithstanding the foregoing, no obligations herein shall require the City to levy a tax or create a sinking fund.

TERM

26. Either **USER** or the Plano Radio Division may terminate this Agreement for any reason, with or without cause, upon one (1) year written notice to the other Party. If **USER** terminates, there will be no refunds or credits for any fee. If the Plano Radio Division terminates, the Plano Radio Division will issue a refund to the **USER** of all fees, pro-rated to the end of the current fiscal year. The Plano Radio Division, in its sole discretion, shall have the right to deny **USER** access to the radio infrastructure and/or the right to terminate the Agreement immediately if **USER** fails to make full payment of invoiced system fees within thirty (30) days of the date payment is due, unless **USER** has disputed the invoiced system fees. If **USER** has disputed the invoiced system fees but paid the undisputed portion of the invoiced system fees, the Plano Radio Division will continue to allow access to the radio infrastructure until resolution of the disputed invoice is complete and a reasonable time thereafter. By paying the undisputed portion of invoiced fees, **USER** is not waiving any claims, privileges, or rights to the disputed portion of the invoiced fees. The Plano

Radio Division further reserves the right to terminate this Agreement, or deny access to the **USER**, upon notice of **USER** misuse of the Joint Radio System. In the event that the Plano Radio Division denies access to **USER** for an alleged misuse of the Joint Radio System, the Plano Radio Division shall immediately provide **USER** with written notice of the alleged misuse of the system and shall allow **USER** thirty (30) days to correct the default prior to terminating this Agreement. Notwithstanding the foregoing, the Plano Radio Division, in its sole discretion, reserves the right to immediately deny access to the **USER** if such action is required to prevent the spread of a security breach or threatened security breach or due to an emergency, operational issue, or other critical incident between the Master Switches and the **USER's** environment. The Plano Radio Division will use best efforts to restore access to the **USER** as soon as possible, once the security breach, emergency, operational issue, or critical incident is resolved.

ADMINISTRATION OF THE JOINT COMMUNICATIONS SYSTEM

27. **Coordinating Committee.** Operation, administration and policy development of the Joint Radio System shall be the responsibility of the Joint Radio System Coordinating Committee, comprised of one (1) Designee from each City, appointed by the respective City Manager of Plano, and Allen, (hereinafter "Coordinating Committee"). Additional ex-officio members may be selected by the City Managers to serve on the Coordinating Committee and to assist the Committee, but shall have no voting authority.

28. The Coordinating Committee's duties will be to make recommendations to the respective Parties' governmental bodies of system changes, upgrades, additional uses and any other aspects of the Joint Radio System. The governing bodies or the designee of each of the Parties as required by their respective City Charters and ordinances must approve payment of monies, pursuant to the terms and obligations of this Agreement. Administrative decisions may be made by the Coordinating Committee.

29. The Coordinating Committee quarterly meeting schedule will be established by the appointed representative from each Party to the Joint Communications System Agreement.

30. **Technical Committee.** A committee of technical personnel shall be selected to advise the Coordinating Committee (hereinafter "Technical Committee"). The Coordinating Committee members shall be able to appoint up to four (4) persons to serve on the Technical Committee. The schedule for the Technical Committee will be set by the Coordinating Committee.

31. Technical Standards based on the most current microwave radio system technology, for the operation of the Joint Radio System shall be developed by the Technical Committee and approved by mutual agreement of the Coordinating Committee. Once approved, these standards must be compatible with existing equipment and may not violate any of the terms of this Agreement or of any existing maintenance or hardware agreement.

32. End User Group consists of both infrastructure and radio subscribers on the Joint System Radio Network. This group shall consist of a representative from each currently subscribing entity on the Joint System Radio Network. This group will receive regular updates on Joint System

Network operations, including upgrades, technical direction and technology changes to the network.

COMPLIANCE WITH LAWS

33. The **USER** shall comply with all current and future Federal, State, and Local laws, Ordinances, and Mandates, including Federal Communications Commission rules and regulations regarding proper use of radio communications equipment. The **USER** will also comply with the guidelines, or procedures set out in this Agreement. Furthermore, the **USER** is responsible for enforcing such compliance by its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants for **USER** Subscriber Radio equipment. Furthermore, the **USER** will be responsible for payment of any fines and penalties levied against the Plano Radio Division (as the license holder) as a result of improper or unlawful use of Subscriber Radio equipment owned or leased by **USER**.

34. In order to comply with Federal, State, and Local Laws and/ or Mandates, the Plano Radio Division, as the license holder, may need to act on behalf of the **USER** regarding possible modifications, reconfiguration, or exchange of Subscriber Radio equipment in order to meet these obligations. For as long as this Agreement is in force, the **USER** will allow the Plano Radio Division to facilitate such activities on **USER's** behalf as necessary.

35. In the instance where **USER** Subscriber Radio equipment is to be replaced in order to be in compliance with Federal, State, and Local Laws and/or Mandates, title and ownership of such replacement Subscriber Radio equipment shall, upon delivery of Subscriber Radio equipment to the **USER's** site, pass directly to the owner of the equipment that is being replaced. The **USER** shall provide the Plano Radio Division, or its designee, with the serial number(s) and radio IDs of Subscriber Radio equipment to be replaced, as well as the serial number(s) of the new radio equipment. **USER** shall be liable for payment of any fees associated with radios deemed to be not in proper working order. **USER** shall be liable for payment of any fees associated with upgrades to Subscriber Radio equipment.

DEFINITIONS

36. The following definitions shall have the meanings set forth below and apply to this Agreement:

“Console System” shall mean all hardware and software associated with any dispatch console or set of consoles operated by the **USER** that are connected to the Joint Radio System Master Switches.

“Infrastructure Support Fee” shall mean the annual fee charged by the Plano Radio Division to offset costs incurred in the operation and maintenance of the Joint Radio System.

“Interoperable Communications Plan” (the “Plan”) shall mean the plan developed and established by the Plano Radio Division and the Coordinating Committee to facilitate, enhance and simplify radio communications among all agencies utilizing the Joint Radio System or connecting their Subscriber Radio or Console Systems to the Joint Radio System Master Switches.

“Joint Radio System Coordinating Committee” (“Coordinating Committee”) shall mean that group of individuals tasked with maintaining and administering the Joint Radio System infrastructure and selecting a Technical Committee. The Coordinating Committee shall determine and may periodically adjust the number of members and the method for selecting members for each classification of users with a goal of ensuring that the Technical Committee reflects the full range of user types.

“Master Switch” shall mean the primary processing and network infrastructure to which all Console Systems and Site Repeater Systems must connect in order to operate on the Joint Radio System. The primary Master Switch is currently located at the Plano Radio Division facility and the back-up facility in Allen.

“Over the Air Rekeying” (“OTAR”) shall mean the management and support of Subscriber Radio encryption keys via over-the-air, radio channel transmission.

“Over the Air Programming” (“OTAP”) shall mean the method of implementing programming changes to Subscriber Radios using the over-the-air data capabilities of the Joint Radio System.

“Private Call” shall mean a feature that reserves channel resources specifically for conversations between two Subscriber Radios.

“Site Repeater System” shall mean the base stations, shelter, tower and all site-specific hardware and software infrastructure associated with the provision of a radio site connected to the Joint Radio System Master Switches.

“Subscriber Radio” shall mean a radio that has a unique identification number and is programmed to operate on the Joint Radio System. The term shall include, but not be limited to, control stations (desk top radios), consoles, mobile radios, and portable radios.

“Talk Group” shall mean a specific group of Subscriber Radios allowed to communicate privately within that group over shared infrastructure resources.

“Technical Committee” shall mean a committee consisting of representative(s) from each entity utilizing the Plano and Allen Joint Radio System. This group will function as advisers to the Coordinating Committee regarding technology, new Subscribers, microwave network capacity planning, communication plan, and tasks assigned by the Coordinating Committee.

“End User Group” shall mean a group consisting of currently subscribing entities on the Joint System Radio Network that shall receive regular updates on Joint System Network operations, including upgrades, technical direction, and technology changes to the network.

[End of Document]

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

October 26, 2021

SUBJECT:

Adopt a Resolution Authorizing the City Manager to Execute an Interlocal Agreement Between the Cities of Allen, Plano, and Plano ISD to Allow Plano ISD to Use the Radio System Jointly Owned by the City of Allen and the City of Plano.

STAFF RESOURCE:

Eric Matthews, IT Director

PREVIOUS COUNCIL ACTION:

On September 11, 2018, City Council adopted Resolution number 3603-9-18(R) authorizing an Interlocal Agreement between Allen and Plano to operate a Joint Radio Communications System.

On September 14, 2010, City Council adopted Resolution No. 2945-09-10(R) authorizing Interlocal Agreements between the Cities of Allen and Plano with the Cities of Parker and Lucas, Plano ISD, and Texas Health Center for Diagnostics and Surgery (THCDS) Radio Systems to be Users on the Allen and Plano Jointly Owned Radio Communications System.

On December 8, 2009, City Council adopted Resolution No. 2877-12-09(R) authorizing an Interlocal Agreement between Allen, Plano, Wylie and Murphy for a Joint Radio Communication System.

On May 12, 2009, City Council adopted Resolution No. 2822-5-09(R) authorizing an Interlocal Agreement between Allen and Plano for a Joint Radio Communications System for Municipal Services.

ACTION PROPOSED:

Adopt a Resolution Authorizing the City Manager to Execute an Interlocal Agreement Between the Cities of Allen, Plano, and Plano ISD to Allow Plano ISD to Use the Radio System Jointly Owned by the City of Allen and the City of Plano.

BACKGROUND

On September 11, 2018, City Council adopted Resolution number 3603-9-18(R) authorizing an Interlocal Agreement between Allen and Plano to operate a Joint Radio Communications System for Municipal Services. Through this agreement, Allen and Plano continued the decade-long joint ownership of the system

and reserve the right to seek additional subscribers. The revenue from any additional subscribers will be held by Allen and Plano and used to support the jointly owned radio system infrastructure.

With this new ILA, Plano ISD will be re-subscribing to the Joint Radio System. The benefits of a jointly owned and operated radio system have been proven. Cities have been able to reduce overall system costs through shared investments, have improved agility and interoperability, and maintained a high-performing and fault-tolerant system that would not have been possible if each entity had chosen to run its own system. This is an agreement for use of the joint radio system through September of 2022.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt a Resolution authorizing the City Manager to execute an Interlocal Agreement between the Cities of Allen, Plano, and Plano ISD to allow Plano ISD to use the Radio System jointly owned by the City of Allen and the City of Plano.

MOTION

I make a motion to adopt Resolution No. _____ authorizing the City Manager to Execute an Interlocal Agreement Between the Cities of Allen, Plano, and Plano ISD to allow Plano ISD to use the Radio System jointly owned by the City of Allen and the City of Plano.

ATTACHMENTS:

Resolution

ILA for Joint Radio System - PISD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITIES OF ALLEN AND PLANO AND PLANO ISD 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.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and,

WHEREAS, the City Council authorized an Interlocal Agreement by and between the Cities of Allen and Plano providing terms and conditions for the purchase and operation of a joint radio system for Municipal Services with such Agreement being approved by the Allen City Council on September 11, 2018, through Resolution No. 3603-9-18(R); and,

WHEREAS, the City Council has been presented with the attached Interlocal Cooperation Agreement (“Agreement”) by and between the Cities of Allen and Plano and Plano ISD to allow the use of the joint radio system by City of Plano ISD; and,

WHEREAS, the attached Agreement serves a valid public purpose of governmental services including public safety in that the use of the radio system allows emergency personnel to communicate thereby protecting the health, safety and welfare of residents; and,

WHEREAS, upon full review and consideration of the attached Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions of the attached Agreement should be approved, and that the City Manager should be authorized to execute the attached Agreement on behalf of the City of Allen.

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

SECTION 1. The terms and conditions of the attached Agreement having been reviewed by the City Council of the City of Allen, Texas, and are hereby in all things approved.

SECTION 2. The City Manager is hereby authorized to execute the attached Agreement and all other documents in connection therewith on behalf of the City of Allen, Texas.

SECTION 3. 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 26TH DAY OF OCTOBER 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

THE STATE OF TEXAS	§	<u>First Modification of Agreement</u>
	§	By and Between Cities of Allen and Plano
	§	and Plano Independent School District
	§	(PISD)
COUNTY OF COLLIN	§	

THIS FIRST MODIFICATION OF INTERLOCAL AGREEMENT (hereinafter "First Modification") is by and between the **CITIES OF PLANO, TEXAS AND ALLEN, TEXAS**, both municipal corporations (hereinafter "Cities"), acting by and through their City Managers or their designees, and **PLANO INDEPENDENT SCHOOL DISTRICT**, a school district formed under the laws of the State of Texas (hereinafter "PISD"). CITIES AND PISD are sometimes collectively referred to as "Parties".

WITNESSETH:

WHEREAS, Cities and PISD entered into an Interlocal Agreement on September 27, 2019 (hereinafter "Agreement") for Cities to lease to PISD nine (9) Talkgroups, for the exclusive use of PISD. Talkgroups that will be established for PISD by Plano (hereinafter "Services") with compensation of \$32.00 per radio per month for each Subscriber Radio or console, and a \$2.00 per radio per month network access fee, for a total of \$34.00 per month per radio or console; and

WHEREAS, the Parties desire to amend such Agreement to extend the current term for an additional twelve (12) months as set forth in this First Modification.

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

I.

Beginning on the effective date of this First Modification and continuing through the remaining term of the Agreement, **section I. TERM** is hereby modified to read in its entirety as follows:

The term of this Agreement is for a period of one (1) year, beginning on the 1st day of October 2019, and ending on the 30th day of September 2020, with two optional one (1) year automatic renewals, unless terminated earlier by either party in accordance with the terms of this Agreement. Unless terminated by the Cities or PISD, as set forth hereafter, this agreement shall automatically

renew yearly without further action until its automatic termination on the 30th day of September 2022.

II.

Each person signing this First Modification represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this First Modification. Each party represents and warrants to the other that the execution and delivery of the First Modification and the performance of such party's obligations hereunder have been duly authorized and that the First Modification is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

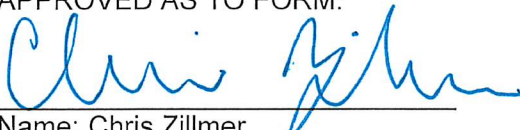
IN WITNESS WHEREOF, this First Modification shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

PLANO INDEPENDENT SCHOOL DISTRICT

Date: 9/29/21

By: 
Randy McDowell
CHIEF FINANCIAL OFFICER

APPROVED AS TO FORM:


Name: Chris Zillmer
SCHOOL DISTRICT ATTORNEY

CITY OF PLANO, TEXAS

Date: _____

By: _____
Mark D. Israelson
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

CITY OF ALLEN, TEXAS

Date: _____

By: _____
Eric Ellwanger
CITY MANAGER

APPROVED AS TO FORM:

Peter G. Smith, CITY ATTORNEY

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

October 26, 2021

SUBJECT:

Authorize the City Manager to Purchase Maintenance, Repair, Operating, Janitorial Supplies and Equipment with Lowe's Home Centers, LLC, in the Estimated Annual Amount of \$60,000 and Home Depot U.S.A., Inc., in the Estimated Annual Amount of \$260,000 for a Term of Five Years through OMNIA Partners.

STAFF RESOURCE:

Pete Phillis, Chief Financial Officer
Ellen Ataie, Contract Administrator

ACTION PROPOSED:

Authorize the City Manager to Purchase Maintenance, Repair, Operating, Janitorial Supplies and Equipment with Lowe's Home Centers, LLC, in the Estimated Annual Amount of \$60,000 and Home Depot U.S.A., Inc., in the Estimated Annual Amount of \$260,000 for a Term of Five Years through OMNIA Partners.

BACKGROUND

Local Government Code, Chapter 271.102, authorizes a local government to participate in a cooperative purchasing program with another local government or a local cooperative organization. The Texas Local Government Code permits cooperative agreements between local governments for the purchase of goods and services and satisfies the requirement of local governments to seek competitive bids for purchase of such goods and services through supplier contracts.

Lowe's Home Centers, LLC, and Home Depot U.S.A., Inc., are leading distributors of maintenance, repair, operating, janitorial supplies and equipment. On February 24, 2020, Lowe's Home Centers, LLC, was awarded Contract R192006 through OMNIA Partners (herein U.S. Communities) to purchase maintenance, repair, operating, and related supplies. The contract period was from April 1, 2020, through May 31, 2023, with two additional one-year period options to renew through March 31, 2025.

On January 11, 2017, Home Depot U.S.A., Inc., was awarded Contract # 16154 through OMNIA Partners (herein U.S. Communities) to purchase maintenance, repair, operating, industrial supplies and related supplies. The contract period was from February 1, 2017, through December 31, 2021, with the option to renew five years. The contract was renewed November 21, 2019, and is valid through December 31, 2026.

On October 11, 2017, Home Depot U.S.A., Inc., was awarded Contract # 2020002299 through OMNIA Partners (herein U.S. Communities) to purchase janitorial supplies and equipment. The contract period was from June 1, 2020, through May 31, 2027, with three additional one-year period options to renew through May 31, 2030.

The previous contract with Home Depot for MRO (Maintenance, Repair, and Operation) was \$140,000. We have added Janitorial supplies to the Home Depot contract of \$120,000. These two amounts combined equal the

\$260,000. Lowe's MRO was approved for \$60,000.

The City of Allen will utilize these existing cooperative purchasing agreements to obtain the best available pricing when purchasing maintenance, operational, and janitorial supplies from Lowe's Home Centers, LLC, and/or Home Depot U.S.A., Inc., as the need arises.

BUDGETARY IMPACT

The purchase of building maintenance, repair, operations, janitorial supplies, and equipment is funded in the operating budgets of various departments.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to purchase maintenance, repair, operational, janitorial supplies, and equipment with Lowe's Home Centers, LLC, in the estimated annual amount of \$60,000 and Home Depot U.S.A., Inc., in the estimated annual amount of \$260,000 for a term of five years through the OMNIA Partners Cooperative Agreement.

MOTION

I make a motion to authorize the City Manager to purchase maintenance, repair, operational, janitorial supplies, and equipment with Lowe's Home Centers, LLC, in the estimated annual amount of \$60,000 and Home Depot U.S.A., Inc., in the estimated annual amount of \$260,000 for a term of five years through the OMNIA Partners Cooperative Agreement.

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: October 26, 2021

SUBJECT: Motion to Set 5:30 p.m. on November 15, 2021, as the Date of the Canvass of the City of Allen Special Election held on November 2, 2021.

STAFF RESOURCE: Shelley B. George, City Secretary

PREVIOUS COUNCIL ACTION: On April 13, City Council adopted Ordinance 3816-4-21 ordering the Special Election.

ACTION PROPOSED: Motion to Set 5:30 p.m. on November 15, 2021, as the Date of the Canvass of the City of Allen Special Election held on November 2, 2021.

BACKGROUND

Section 7.08 of the Allen City Charter states:

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

Section 67.003 of the Texas Election Code states:

"Each local canvassing authority shall convene to conduct the local canvass at the time set by the canvassing authority's presiding officer not earlier than the eighth day or later than the 11th day after Election Day." As the 11th day falls on Saturday, the deadline to canvass is extended to Monday, November 15.

MOTION

I make a motion to set 5:30 p.m. on November 15, 2021, as the time and date of the Canvass of the City of Allen Special Election held on November 2, 2021.

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:	October 26, 2021
SUBJECT:	Award Bid and Authorize the City Manager to Execute a Contract with The Fain Group, Inc., for The Allen Drive Gateway Project in the Amount of \$4,040,000.
STAFF RESOURCE:	Chris Flanigan, Director of Engineering
ACTION PROPOSED:	Award Bid and Authorize the City Manager to Execute a Contract with The Fain Group, Inc., for The Allen Drive Gateway Project in the Amount of \$4,040,000.

BACKGROUND

In January 2018, city staff presented to the Allen City Council a concept to implement an interchange that could accommodate growth and development along the frontage road of US75, better than the all-way stop condition that exists today. With support of a roundabout concept, staff has been working on it ever since. As a result, the project has been published in the 5-year Capital Improvement Program since 2018. While implementing an innovative and practical solution to enhance traffic flow for the near- and long-term at the Allen Drive/US75 Interchange, there is added potential with this project for aesthetic enhancement to the US75 corridor and entryway to the downtown area.

Over the years, the project concept has undergone review and scrutiny by the Texas Department of Transportation (TxDOT) at various levels, starting with traffic control legitimacy and culminating to this day with awarding the project for construction. Funding requests have been made to both Collin County (Discretionary Bond Proceeds Call for Projects in October 2019) and NCTCOG (call for projects in January 2021). In both cases, the project was not selected, given the project does not have regional significance in the view of TxDOT or NCTCOG. Because of the size and traffic volume of Allen Drive, the impact does not rise to the level of priority for either agency. Furthermore, in the recent past, frontage road improvement costs have been borne by the community, while TxDOT continues to turn their attention and invest in the highway main lanes; so this result was not surprising. Consequently, this current phase of the project is 100% locally funded (City of Allen). However, there is state (TxDOT) funds awarded to the City of Allen for future phased enhancement of the interchange.

It has been a strategic initiative to provide a gateway, monument, or other aesthetic improvement to the US75 corridor that announces and establishes the community identity for the City of Allen. Consequently, over \$500,000 in Governor's Community Achievement Award (GCAA) funds (from two separate awards) has been set-aside for a future phase to enhance the interchange with a decorative pedestrian fence railing on the existing overpass and future enhanced landscaping and irrigation around the perimeter of the roundabouts.

In summary, this proposed contract will reconstruct the interchange to eliminate the all-way stop condition and create roundabouts with circular islands and decorative sidewalks. A future project (Phase 2) will be presented to the City Council (in 2023) to install a decorative fence onto the overpass that spans the highway and will be funded by the State GCAA grant. Phase 3, bid toward the end of Phase 2 or contemporaneously, will include

all irrigation and landscape surrounding the new interchange. Additional future community identity and/or public artwork for the roundabout islands is not a part of this project scope, but has been discussed among the Public Art Committee for future funding consideration.

On July 22, 2021, three (3) bids were received and are below:

Bid 2021-12-34

Contractor	Calendar Days	Bid Amount
The Fain Group, Inc.	420	\$ 3,673,466.40
Rebcon, Inc.	456	\$ 3,820,507.97
Tiseo Paving Co	540	\$ 4,943,476.68

BUDGETARY IMPACT

The total budget and proposed funding sources are as follows, below.

ST1903 - The Allen Drive Gateway Project Award Itemization

Bid Amount	\$ 3,673,466.40
Bid Contingency (10%)	\$ 367,346.64
Total Award Amount	\$ 4,040,000.00

ST1903 - The Allen Drive Gateway Project Funding Source

Funding Source	Proposed
GO BOND FUNDS	\$ 2,546,857.97
UNALLOCATED STREET CAPITAL FUNDS*	\$ 1,493,142.03
TOTAL	\$ 4,040,000.00

**\$310,000 reallocated from unprogrammed capital funds for streets projects (ST9999).*

The Project is published in the current Capital Improvement Program on Page PW-07 where this award amount exceeds the published allocation for construction. Through the use of project savings within the CIP and unallocated funds for street projects, funding for this proposed award and expense is made possible.

STAFF RECOMMENDATION

Staff recommends that Council award bid and authorize the City Manager to execute a contract with The Fain Group, Inc., for The Allen Drive Gateway Project in the Amount of \$4,040,000.

MOTION

I make a motion to authorize the City Manager to award bid and execute a Contract with The Fain Group, Inc., for The Allen Drive Gateway Project in the Amount of \$ 4,040,000.

ATTACHMENTS:

Agreement
Backup Material
Location Map

**EXHIBIT 9
STANDARD FORM OF AGREEMENT**

STATE OF TEXAS }
COUNTY OF COLLIN }

THIS AGREEMENT, made and entered into this _____ day of _____, of 2021, 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 The Fain Group, Inc. of the City of Fort Worth, County of Tarrant 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:

ALLEN GATEWAY, IFB #2021-12-34

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 Four Hundred Twenty (420) **calendar days** after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

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

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

CITY OF ALLEN, TEXAS

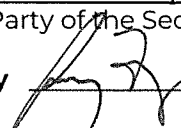
Party of the First Part (OWNER)

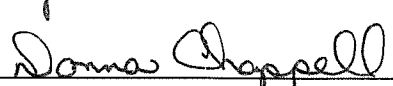
By _____
Eric Ellwanger, City Manager

Attest _____
Shelley B. George, City Secretary

The Fain Group, Inc.

Party of the Second Part (CONTRACTOR)

By 

Attest 

BID #2021-12-34, CIP #ST1903
ALLEN GATEWAY
BID SCHEDULE
DUE DATE: September 9, 2021 AT 2:00 PM

ITEM NO.	DESC NO.	SPEC NO.	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
100	6002		PREPARING ROW	STA	18.00	\$ 722.28	\$13,001.04
104	6001		REMOVING CONC (PAV)	SY	7824.00	\$ 23.07	\$180,499.68
104	6011		REMOVING CONC (MEDIANS)	SY	490.00	\$ 23.07	\$11,304.30
104	6017		REMOVING CONC (DRIVEWAYS)	SY	778.00	\$ 31.39	\$24,421.42
104	6022		REMOVING CONC (CURB AND GUTTER)	LF	4473.00	\$ 10.52	\$47,055.96
104	6036		REMOVING CONC (SIDEWALK OR RAMP)	SY	256.00	\$ 31.39	\$8,035.84
110	6001		EXCAVATION (ROADWAY)	CY	2897.00	\$ 25.15	\$72,859.55
132	6004		EMBANKMENT (FINAL)(DENS CONT)(TY B)	CY	3075.00	\$ 29.05	\$89,328.75
160	6003		FURNISHING AND PLACING TOPSOIL (4")	SY	4681.00	\$ 7.52	\$35,201.12
160	6004		FURNISHING AND PLACING TOPSOIL (6")	SY	6114.00	\$ 11.29	\$69,027.06
162	6002		BLOCK SODDING	SY	10795.00	\$ 6.90	\$74,485.50
164	6051		DRILL SEED (TEMP)(WARM OR COOL)	SY	10795.00	\$ 0.63	\$6,800.85
168	6001		VEGETATIVE WATERING	MG	2009.00	\$ 65.00	\$130,585.00
260	6002		LIME (HYDRATED LIME (SLURRY))	TON	140.79	\$ 225.73	\$31,781.54
260	6027		LIME TRT (EXST MATL)(8")	SY	8533.00	\$ 3.74	\$31,913.42
360	6004		CONC PVMT (CONT REINF - CRCP) (10")	SY	8283.00	\$ 110.00	\$911,130.00
416	6029		DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	24.00	\$ 505.38	\$12,129.12
420	6066		CL C CONC (RAIL FOUNDATION)	CY	14.50	\$ 1,022.85	\$14,831.33
422	6012		BRIDGE MEDIAN (HPC)	SF	1764.00	\$ 9.30	\$16,405.20
422	6014		BRIDGE SIDEWALK (HPC)	SF	2793.00	\$ 13.10	\$36,588.30
422	6016		APPROACH SLAB (HPC)	CY	30.30	\$ 904.58	\$27,408.77
429	6003		CONC STR REPAIR(DECK REP(PART DEPTH))	SF	825.00	\$ 61.45	\$50,696.25
429	6009		CONC STR REPAIR (STANDARD)	SF	100.00	\$ 234.51	\$23,451.00
432	6003		RIPRAP (CONC)(6 IN)	CY	55.00	\$ 545.00	\$29,975.00
438	6001		CLEANING AND SEALING EXISTING JOINTS	LF	84.00	\$ 102.00	\$8,568.00
442	6007		STR STEEL (MISC NON - BRIDGE)	LB	435.00	\$ 8.78	\$3,819.30
450	6030		RAIL (TY C221)	LF	94.00	\$ 135.00	\$12,690.00
464	6003		RC PIPE (CL III) (18 IN)	LF	564.00	\$ 89.00	\$50,196.00
465	6002		MANH (COMPL)(PRM)(48IN)	EA	2.00	\$ 7,713.48	\$15,426.96
465	6006		JCTBOX(COMPL)(PJB)(4FTX4FT)	EA	2.00	\$ 6,119.58	\$12,239.16
465	6024		INLET (COMPL)(PCO)(5FT)(BOTH)	EA	6.00	\$ 6,500.00	\$39,000.00
496	6002		REMOV STR (INLET)	EA	3.00	\$ 815.13	\$2,445.39
496	6007		REMOV STR (PIPE)	LF	172.00	\$ 33.63	\$5,784.36
496	6025		REMOV STR (APPROACH SLAB)	EA	1.00	\$ 5,913.10	\$5,913.10
500	6001		MOBILIZATION	LS	1.00	\$ 235,000.00	\$235,000.00
502	6001		BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	18.00	\$ 4,389.18	\$79,005.24
506	6001		ROCK FILTER DAMS (INSTALL) (TY 1)	LF	16.00	\$ 37.56	\$600.96
506	6011		ROCK FILTER DAMS (REMOVE)	LF	16.00	\$ 26.33	\$421.28
506	6020		CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	108.00	\$ 22.06	\$2,382.48

BID #2021-12-34, CIP #ST1903
ALLEN GATEWAY
BID SCHEDULE
DUE DATE: September 9, 2021 AT 2:00 PM

ITEM NO.	DESC NO.	SPEC NO.	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
506	6024		CONSTRUCTION EXITS (REMOVE)	SY	108.00	\$ 17.42	\$1,881.36
506	6030		BACKHOE WORK (EROSION & SEDMT CONT)	HR	20.00	\$ 105.57	\$2,111.40
506	6038		TEMP SEDMT CONT FENCE (INSTALL)	LF	2841.00	\$ 2.07	\$5,880.87
506	6039		TEMP SEDMT CONT FENCE (REMOVE)	LF	3004.00	\$ 1.24	\$3,724.96
506	6040		BIODEG EROSN CONT LOGS (INSTL) (8")	LF	200.00	\$ 3.07	\$614.00
506	6043		BIODEG EROSN CONT LOGS (REMOVE)	LF	200.00	\$ 0.82	\$164.00
506	6047		TEMP SDMT CONT FENCE (INLET PROTECT)	LF	163.00	\$ 5.83	\$950.29
508	6001		CONSTRUCTING DETOURS	SY	2702.80	\$ 87.00	\$235,143.60
528	6002		COLORLED TEXTURED CONC (6")	SY	876.89	\$ 125.00	\$109,611.11
528	6013		COLORLED TEXTURED CONC (6"-17")	SY	805.00	\$ 186.00	\$149,730.00
529	6005		CONC CURB (MONO) (TY II)	LF	5343.00	\$ 18.00	\$96,174.00
529	6024		CONC CURB (MOUNTABLE)	LF	1109.00	\$ 20.00	\$22,180.00
530	6004		DRIVEWAYS (CONC)	SY	188.00	\$ 98.55	\$18,527.40
531	6003		CONC SIDEWALKS (6")	SY	1289.00	\$ 76.00	\$97,964.00
531	6004		CURB RAMPS (TY 1)	EA	10.00	\$ 2,267.45	\$22,674.50
531	6016		CURB RAMPS (TY 2)	EA	4.00	\$ 2,112.75	\$8,451.00
536	6002		CONC MEDIAN	SY	362.00	\$ 83.00	\$30,046.00
542	6001		REMOVE METAL BEAM GUARD FENCE	LF	50.00	\$ 18.81	\$940.50
544	6003		GUARDRAIL END TREATMENT (REMOVE)	EA	1.00	\$ 501.61	\$501.61
610	6216		IN RD IL (TY SA) 40T-10 (250W EQ) LED	EA	4.00	\$ 6,600.00	\$26,400.00
618	6023		CONDT (PVC) (SCH 40) (2")	LF	175.00	\$ 30.10	\$5,267.50
618	6024		CONDT (PVC) (SCH 40) (2") (BORE)	LF	465.00	\$ 32.00	\$14,880.00
618	6047		CONDT (PVC) (SCH 80) (2") (BORE)	LF	905.00	\$ 35.00	\$31,675.00
620	6007		ELEC CONDR (NO.8) BARE	LF	680.00	\$ 3.00	\$2,040.00
620	6008		ELEC CONDR (NO.8) INSULATED	LF	1360.00	\$ 3.00	\$4,080.00
624	6002		GROUND BOX TY A (122311)W/APRON	EA	4.00	\$ 1,404.54	\$5,618.16
624	6003		GROUND BOX TY B (122322)	EA	30.00	\$ 1,000.00	\$30,000.00
628	6049		ELC SRV TY A 240/480 060(NS)SS(T)SP(O)	EA	1.00	\$ 8,200.00	\$8,200.00
644	6001		IN SM RD SN SUP&AM TY10BWG(I)SA(P)	EA	37.00	\$ 750.00	\$27,750.00
644	6076		REMOVE SM RD SN SUP&AM	EA	17.00	\$ 188.11	\$3,197.87
662	6001		WK ZN PAV MRK NON-REMOV (W)4"(BRK)	LF	330.00	\$ 1.38	\$455.40
662	6004		WK ZN PAV MRK NON-REMOV (W)4"(SLD)	LF	3219.00	\$ 1.38	\$4,442.22
662	6016		WK ZN PAV MRK NON-REMOV (W)24"(SLD)	LF	44.00	\$ 12.54	\$551.76
662	6034		WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	LF	4467.00	\$ 1.38	\$6,164.46
662	6060		WK ZN PAV MRK REMOV (W)4"(BRK)	LF	150.00	\$ 1.38	\$207.00
662	6063		WK ZN PAV MRK REMOV (W)4"(SLD)	LF	6877.00	\$ 1.38	\$9,490.26
662	6075		WK ZN PAV MRK REMOV (W)24"(SLD)	LF	120.00	\$ 12.54	\$1,504.80
662	6081		WK ZN PAV MRK REMOV (W)(DBL ARROW)	EA	18.00	\$ 238.27	\$4,288.86
662	6088		WK ZN PAV MRK REMOV (W)(TPL ARROW)	EA	2.00	\$ 282.16	\$564.32

BID #2021-12-34, CIP #ST1903
ALLEN GATEWAY
BID SCHEDULE
DUE DATE: September 9, 2021 AT 2:00 PM

ITEM NO.	DESC NO.	SPEC NO.	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
662	6090		WK ZN PAV MRK REMOV (W)(WORD)	EA	6.00	\$ 181.84	\$1,091.04
662	6095		WK ZN PAV MRK REMOV (Y)4"(SLD)	LF	5383.00	\$ 1.38	\$7,428.54
666	6003		REFL PAV MRK TY I (W)4"(BRK)(100MIL)	LF	177.00	\$ 1.25	\$221.25
666	6012		REFL PAV MRK TY I (W)4"(SLD)(100MIL)	LF	4545.00	\$ 1.25	\$5,681.25
666	6027		REFL PAV MRK TY I (W)8"(BRK)(100MIL)	LF	195.00	\$ 2.70	\$526.50
666	6030		REFL PAV MRK TY I (W)8"(DOT)(100MIL)	LF	48.00	\$ 5.02	\$240.96
666	6039		REFL PAV MRK TY I (W)12"(LNDRP)(100MIL)	LF	59.00	\$ 10.03	\$591.77
666	6048		REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	540.00	\$ 10.22	\$5,518.80
666	6054		REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	14.00	\$ 156.76	\$2,194.64
666	6057		REFL PAV MRK TY I(W)(DBL ARROW)(100MIL)	EA	11.00	\$ 213.19	\$2,345.09
666	6078		REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	2.00	\$ 156.76	\$313.52
666	6099		REF PAV MRK TY I(W)18"(YLD TRI)(100MIL)	EA	90.00	\$ 56.43	\$5,078.70
666	6126		REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	LF	3388.00	\$ 1.25	\$4,235.00
666	6224		PAVEMENT SEALER 4"	LF	8110.00	\$ 0.06	\$486.60
666	6226		PAVEMENT SEALER 8"	LF	243.00	\$ 0.06	\$14.58
666	6228		PAVEMENT SEALER 12"	LF	59.00	\$ 0.06	\$3.54
666	6230		PAVEMENT SEALER 24"	LF	540.00	\$ 0.06	\$32.40
666	6231		PAVEMENT SEALER (ARROW)	EA	14.00	\$ 12.54	\$175.56
666	6234		PAVEMENT SEALER (DBL ARROW)	EA	11.00	\$ 12.54	\$137.94
672	6007		REFL PAV MRKR TY I-C	EA	10.00	\$ 25.08	\$250.80
672	6009		REFL PAV MRKR TY II-A-A	EA	6.30	\$ 25.08	\$158.00
677	6001		ELIM EXT PAV MRK & MRKS (4")	LF	1466.00	\$ 6.27	\$9,191.82
677	6008		ELIM EXT PAV MRK & MRKS (ARROW)	EA	6.00	\$ 188.11	\$1,128.66
677	6012		ELIM EXT PAV MRK & MRKS (WORD)	EA	6.00	\$ 188.11	\$1,128.66
678	6001		PAV SURF PREP FOR MRK (4")	LF	8110.00	\$ 0.06	\$486.60
678	6004		PAV SURF PREP FOR MRK (8")	LF	243.00	\$ 0.06	\$14.58
678	6006		PAV SURF PREP FOR MRK (12")	LF	59.00	\$ 0.06	\$3.54
678	6008		PAV SURF PREP FOR MRK (24")	LF	540.00	\$ 0.06	\$32.40
678	6009		PAV SURF PREP FOR MRK (ARROW)	EA	14.00	\$ 12.54	\$175.56
678	6010		PAV SURF PREP FOR MRK (DBL ARROW)	EA	11.00	\$ 12.54	\$137.94
678	6016		PAV SURF PREP FOR MRK (WORD)	EA	2.00	\$ 12.54	\$25.08
678	6022		PAV SURF PREP FOR MRK (18") (YLD TRI)	EA	90.00	\$ 12.54	\$1,128.60
752	6005		TREE REMOVAL (4" - 12" DIA)	EA	3.00	\$ 564.32	\$1,692.96
780	6004		CNC CRCK REPAR(DISCRETE) (ROUT&SEAL)	LF	600.00	\$ 26.34	\$15,804.00
3077	6001		SP MIXES SP-B PG64-22	TON	1905.09	\$ 85.00	\$161,932.65
3077	6075		TACK COAT	GAL	2899.05	\$ 3.76	\$10,900.43
7199	6027		RELOCATE FIRE HYDRANT	EA	3.00	\$ 5,500.00	\$16,500.00

BID #2021-12-34, CIP #ST1903
ALLEN GATEWAY
BID SCHEDULE
DUE DATE: September 9, 2021 AT 2:00 PM

ITEM NO.	DESC NO.	SPEC NO.	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
TOTAL BID AMOUNT IN FIGURES							\$3,673,466.40
TOTAL BID AMOUNT IN SCRIPT: Three Million six hundred seventy three four hundred sixty six dollars and forty cents							
CALENDAR DAYS BID: ____420_____							

Bidder's Company Name: The Fain Group, Inc.

Allen Drive & US75 Project
CIP ST1903



CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

October 26, 2021

SUBJECT:

Conduct a Public Hearing and Adopt an Ordinance to Amend the Development Regulations of Planned Development No. 4 with a Base Zoning of Shopping Center to Allow Day Care Facility as a Permitted Use at the Northeast Corner of the Intersection of Greenville Avenue and Hightrail Drive (and Commonly Known as 821 S. Greenville Avenue). [Christ the Servant Lutheran Church]

STAFF RESOURCE:

Hayley Angel, Planning Manager

PREVIOUS COUNCIL ACTION:

Planned Development No. 4 - Approved October, 1981
Specific Use Permit - Approved June, 1986

BOARD / COMMISSION ACTION:

On October 5, 2021, the Planning and Zoning Commission voted 7 in favor (Commissioners Trahan, Metevier, Shaikh, Berg, Cook, Smiddy, and Wright) and 0 opposed to recommend approval of the request.

ACTION PROPOSED:

Conduct a Public Hearing and Adopt an Ordinance to Amend the Development Regulations of Planned Development No. 4 with a Base Zoning of Shopping Center to Allow Day Care Facility as a Permitted Use at the Northeast Corner of the Intersection of Greenville Avenue and Hightrail Drive (and Commonly Known as 821 S. Greenville Avenue). [Christ the Servant Lutheran Church]

BACKGROUND

The subject property is located at the northeastern corner of the intersection of Greenville Avenue and Hightrail Drive and is commonly known as 821 S. Greenville Avenue.

The properties to the north and south are zoned Planned Development PD No. 4 (PD-4) with a base zoning of Shopping Center (SC). The properties to the east are zoned Single-Family Residential (R-5). The properties to the west (across Greenville Avenue) are zoned Light Industrial.

The subject property is zoned PD-4 with a base zoning of SC. The applicant is requesting to amend the development regulations to allow for a "day care facility" use by right in addition to the uses already permitted by the existing Planned Development. The site is already developed and has an existing 18,936± square foot building which currently houses Christ the Servant Lutheran Church.

The applicant is wanting to lease 2,750± square feet of the existing building for a preschool which is classified as day care facility use.

There are no proposed changes to the exterior of the building.

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

On October 5, 2021, the Planning and Zoning Commission recommended approval of the request.

LEGAL NOTICES

Public Hearing Sign - September 24, 2021

Property Owner Notices - September 24, 2021

Newspaper Notice - October 7, 2021

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to adopt Ordinance No. _____ to amend the Development Regulations of Planned Development No. 4 with a base zoning of Shopping Center to allow Day Care Facility as a permitted use at 821 S. Greenville Avenue.

ATTACHMENTS:

Ordinance

Property Notification Map

Minutes for 10/05/2021 P&Z Meeting

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP, AS PREVIOUSLY AMENDED, BY AMENDING THE REGULATIONS RELATING TO THE USE AND DEVELOPMENT OF LOT 1, BLOCK A, CHRIST THE SERVANT LUTHERAN CHURCH ADDITION, LOCATED IN AND SUBJECT TO THE REGULATIONS OF PLANNED DEVELOPMENT “PD” NO. 4 TO ALLOW SAID PROPERTY TO BE DEVELOPED FOR DAY CARE FACILITY USE; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1. The Allen Land Development Code Zoning Regulations and the Zoning Map of the City of Allen, Collin County, Texas, be amended by amending the regulations relating to the use and development of Lot 1, Block A, Christ the Servant Lutheran Church Addition, an addition to the City of Allen, according to the plat thereof recorded in Volume 977, Page 652, Plat Records, Collin County, Texas (“the Property”) which is located in and subject to the development and use of the regulations applicable of Planned Development “PD” No. 4 Shopping Center “SC” (the “PD-4 Regulations”), by providing that in addition to the uses for which the Property may be developed and used pursuant to the PD-4 Regulations, the Property may be developed and used for Day Care Facility purposes as such use is defined in the ALDC.

SECTION 2. To the extent of any irreconcilable conflict with the provisions of this Ordinance and other ordinances of the City of Allen governing the use and development of the Property and which are not expressly amended by this Ordinance, the provisions of this Ordinance shall be controlling.

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance, or of the Allen Land Development Code Zoning Regulations, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Allen Land Development Code Zoning Regulations, as amended hereby, which shall remain in full force and effect.

SECTION 4. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Allen Land Development Code Zoning Regulations, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 5. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in Allen Land Development Code Zoning Regulations of the City

of Allen, as previously amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense.

SECTION 6. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Allen, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 26TH DAY OF OCTOBER 2021.

APPROVED:

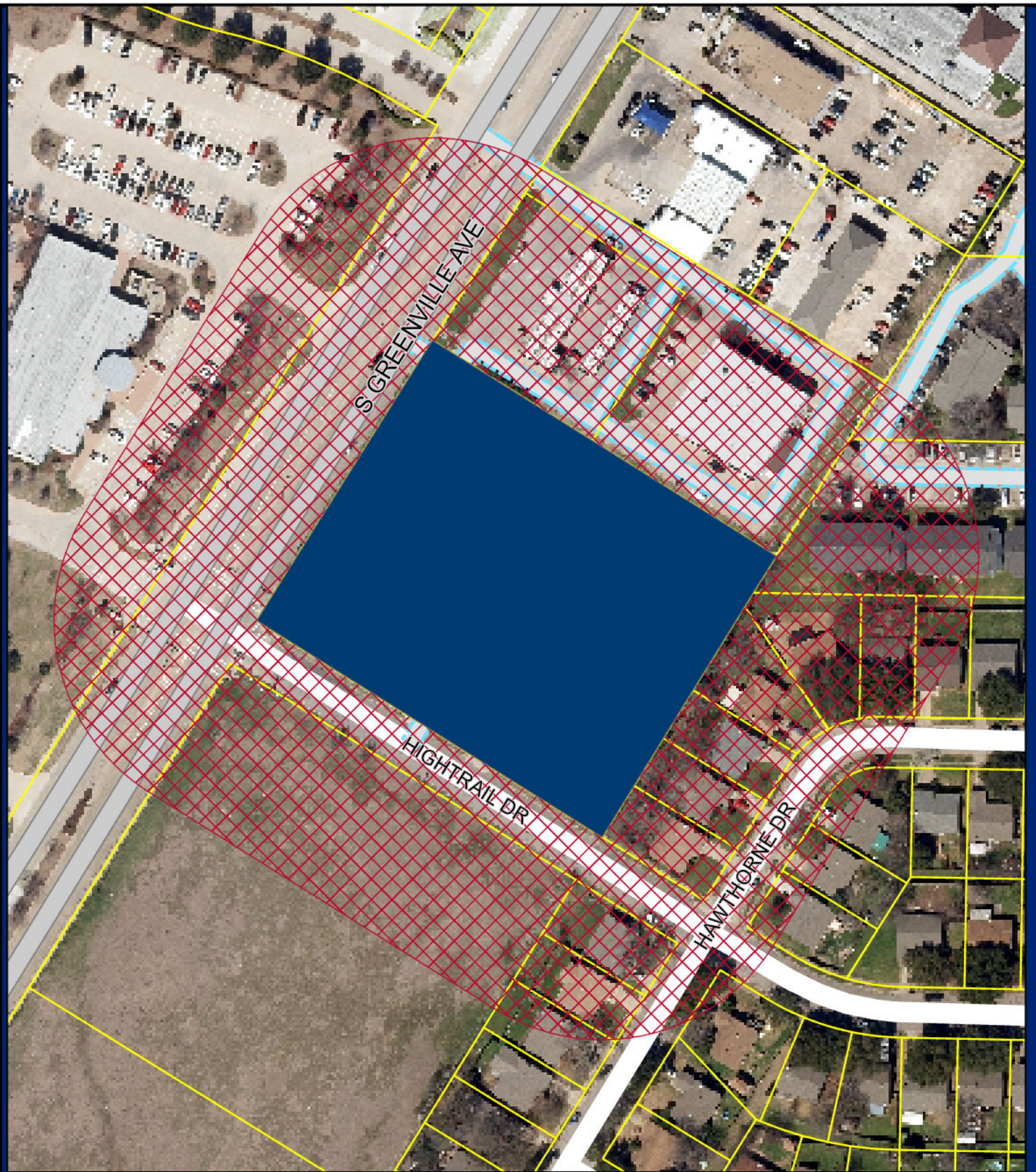
Kenneth M. Fulk, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
(kbl:9/22/2021:124928)

Shelley B. George, TRMC, CITY SECRETARY

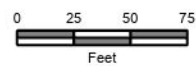


Public Notification Map

**Christ the Servant
Lutheran Church**
821 S. Greenville Ave.

Map Legend

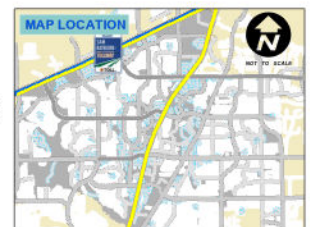
- CollinCAD Parcels
- 200' Buffer
- Railroad



Community Development - Planning

Date Saved: 9/23/2021

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



October 5, 2021 Planning and Zoning Commission Meeting Minutes

Conduct a Public Hearing and Consider a Request to Amend the Development Regulations of Planned Development No. 4 with a Base Zoning of Shopping Center to a Allow Day Care Facility as a Permitted Use on Lot 1, Block A, Christ the Servant Lutheran Church Addition, Generally Located at the Northeast Corner of the Intersection of Greenville Avenue and Hightrail Drive (and Commonly Known as 821 S. Greenville Avenue). (ZN-090321-0017) [Christ the Servant Lutheran Church]

Ms. Johnsen presented the item to the Commission and noted that staff is in support of the agenda item.

Chair Trahan opened the public hearing.

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

Motion: Upon a motion by Commissioner Wright, and a second by Commissioner Berg, the Commission voted 7 IN FAVOR, and 0 OPPOSED to recommend approval of the request to amend the development regulations of PD-4 with a base zoning of SC for Lot 1, Block A, Christ the Servant Lutheran Church Addition, as presented.

The motion carried.

ATTENDANCE:

Commissioners Present:

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

CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE:

October 26, 2021

SUBJECT:

Conduct a Public Hearing and Adopt an Ordinance to Establish a Planned Development Zoning District with a Base Zoning of Light Industrial and to Adopt Development Regulations, Concept Plan, and Building Elevations Relating to the Use and Development of Approximately 59.7157 Acres Generally Located on the North Side of Ridgeview Drive, Approximately 825 Feet West of the Intersection of Ridgeview Drive and Chelsea Drive. (Chelsea 121 Warehouse)

STAFF RESOURCE:

Marc Kurbansade, Director of Community Development

PREVIOUS COUNCIL ACTION:

Planned Development No. 92 - Approved March, 2004
Planned Development No. 92 - Approved November, 2005

ACTION PROPOSED:

Conduct a Public Hearing and Adopt an Ordinance to Establish a Planned Development Zoning District with a Base Zoning of Light Industrial and to Adopt Development Regulations, Concept Plan, and Building Elevations Relating to the Use and Development of Approximately 59.7157 Acres Generally Located on the North Side of Ridgeview Drive, Approximately 825 Feet West of the Intersection of Ridgeview Drive and Chelsea Drive. (Chelsea 121 Warehouse)

BACKGROUND

The property is generally located on the north side of Ridgeview Drive and is approximately 825 feet west of the intersection of Ridgeview Drive and Chelsea Drive. The properties to the east and west retain a zoning district of Planned Development No. 92 (PD-92) with a base zoning district of Commercial Corridor (CC). The property to the south retains a zoning district of Planned Development No. 130 (PD-130) with a base zoning district of Single-Family Residential (R-5). The property to the north (across State Highway 121) is within the municipal boundaries of McKinney.

The subject property is comprised of one unplatted tract with a land area of 59.7157± acres and retains a zoning district of PD-92 CC. The applicant is requesting to create a new Planned Development district with a base zoning district of Light Industrial (LI). Further, the applicant is requesting to adopt new development regulations, including a Zoning Exhibit, Concept Plan, and Building Elevations to allow for a warehouse/office/distribution use.

The proposed Concept Plan includes seven individual buildings ranging in size from 33,280 square feet to 147,420 square feet, with a gross floor area of all buildings totaling 736,735 square feet. Each individual building provides for approximately 10% of the gross floor area to be allocated toward office uses. The four access points for the development include two access points along State Highway 121, one access point along Ridgeview Drive, and one access point via cross access connecting to Chelsea Drive. To further regulate the proposed development, the development regulations include the following:

- Designation of a base zoning district of LI;
- Building Elevations to provide a general range of architectural features incorporated into the final design of all buildings;
- Permitted uses to be consistent with those in the LI zoning district, except for the prohibition of Permanent Concrete Batch Plants and Pawn Shop uses;
- Restriction of maximum height of buildings to 35 feet where they are within 200 from a single-family zoning district or use;
- Restriction of maximum height of buildings to 45 feet where they are within 200 from a townhouse or multifamily zoning district or use;
- Restriction of maximum height of buildings to 50 feet where they are more than 200 feet from any residential zoning district;
- Screening standards along Ridgeview Drive to include canopy trees, ornamental trees, shrubs and a sodded berm along with a hike and bike trail;
- Additional screening interior to site where sides of loading areas are visible from internal private streets;
- Additional screening standards along SH 121 to limit visibility of loading areas;
- Hike & Bike Trail incorporated into Cottonwood Creek greenbelt connected to Ridgeview Drive and northern property limits along SH 121; and
- Tree Mitigation reductions for certain species of trees (e.g., hackberry, sugarberry, Chinaberry, or Siberian elm).

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

On October 5, 2021, the Planning and Zoning Commission recommended approval of the request.

LEGAL NOTICES

Public Hearing Signs - September 24, 2021

Public Hearing Letters - September 24, 2021

Newspaper Notice - October 7, 2021

STAFF RECOMMENDATION

Staff recommends approval.

MOTION

I make a motion to adopt Ordinance No. _____ to establish a Planned Development zoning district with a base zoning of Light Industrial and to adopt Development Regulations, Zoning Exhibit, Concept Plan, and Building Elevations relating to the use and development of approximately 59.7157 Acres in the George Fitzhugh Survey, Abstract No. 321, and Francis Dosser Survey, Abstract No. 280.

ATTACHMENTS:

Ordinance

Property Notification Map

Minutes for 10/05/2021 P&Z Meeting

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP, AS PREVIOUSLY AMENDED, BY AMENDING THE REGULATIONS RELATING TO THE USE AND DEVELOPMENT OF A 59.7157+/- ACRE TRACT SITUATED IN THE GEORGE FITZHUGH SURVEY, ABSTRACT NO. 321, AND FRANCIS DOSSER SURVEY, ABSTRACT NO. 280; PRESENTLY LOCATED IN PLANNED DEVELOPMENT “PD” NO. 92 CORRIDOR COMMERCIAL, BY CHANGING THE ZONING AND CREATING PLANNED DEVELOPMENT “PD” NO. 147 FOR LIGHT INDUSTRIAL “LI” AND ADOPTING DEVELOPMENT REGULATIONS INCLUDING A ZONING EXHIBIT, CONCEPT PLAN, AND BUILDING ELEVATIONS; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1. The Allen Land Development Code Zoning Regulations and the Zoning Map of the City of Allen, Collin County, Texas, as previously amended, are hereby further amended by changing the zoning regulations relating to the development and use of 59.7157+/- acres out of the George Fitzhugh Survey, Abstract No. 321, and Francis Dosser Survey, Abstract No. 280, City of Allen, Collin County, Texas, more fully described in Exhibit “A,” attached hereto and incorporated herein by reference (the “Property”), which is presently zoned as Planned Development “PD” No. 92 Corridor Commercial by changing the zoning and creating Planned Development “PD” No. 147 for Light Industrial uses subject to the use and development regulations set forth in Section 2 of this Ordinance.

SECTION 2. The Property shall be developed and used in accordance with the provisions of the Allen Land Development Code, as amended, (“ALDC”) applicable to the use and development of property located within a Light Industrial “LI” zoning district except to the extent modified by the Development Regulations set forth below:

- A. CONCEPT PLAN:** The Property shall be developed in general conformance with the Concept Plan attached hereto as Exhibit “B” and incorporated herein by reference (the “Concept Plan”) subject to the following:
- (1) Minor modifications to streets/driveways that do not alter the general alignment shown on the Concept Plan may be made at the time of Site Plan approval;

- (2) Improvements to thoroughfares required by a Traffic Impact Analysis shall be provided as shown on the Concept Plan; and
 - (3) Any amendment to the Concept Plan not determined to be a minor amendment shall be processed as a zoning amendment in accordance with the ALDC. An amendment to the Concept Plan that substantially alters the streets and circulation patterns within the Property, the base zoning district(s) of portions of the Property, and/or the designation of permitted uses shall not be considered a “minor amendment.”
- B. BUILDING ELEVATIONS:** Elevations of the light industrial buildings attached hereto as Exhibit “C” and incorporated herein by reference (“Building Elevations”), are intended to convey a general range of architectural features that would be incorporated into final design. Buildings shall in general conform with the façade rhythm, façade material changes, and fenestration illustrated on the Building Elevations.
- C. PROHIBITED USES:** The Property shall not be developed and used for the following purposes:
- (1) Concrete batch plant (permanent, non-temporary); and
 - (2) Pawn Shop
- D. HEIGHT, AREA, AND SETBACK REGULATIONS:** Buildings constructed on the Property shall comply with the height, area, and setback regulations of the Light Industrial (LI) District except as follows:
- (1) Maximum Height:
 - (a) 50 feet, if all portions of the building are located 200 feet or more from property located within any residential zoning district or otherwise developed for any residential purpose;
 - (b) 45 feet, if any portion of the building is located less than 200 feet from property located within a multifamily or townhome residential zoning district or otherwise developed for a multifamily or townhome residential purpose; and
 - (c) 35 feet, if any portion of the building is located less than 200 feet from property located within a single-family detached residential zoning district or otherwise developed for a single-family detached residential purpose.
 - (2) Properties adjacent to Highway 121 shall have a front yard setback of 50 feet.
 - (3) Landscape buffer along SH 121: 30 feet (minimum of 15 feet unencumbered).
 - (4) Landscape buffer along Ridgeview Drive: 50 feet (minimum of 15 feet unencumbered).
- E. SCREENING STANDARDS:** Screening shall be provided as follows:
- (1) Screening is required to be installed along Ridgeview Drive as shown on the Concept Plan, and shall consist of the following:
 - (a) A sodded berm shall be constructed with a trail or sidewalk within the Right-of-Way or within the trail or sidewalk easements, as necessary;

- (b) One (1) shade tree with a trunk diameter at the time of planting of not less than four (4) caliper inches measured at six (6) inches above the root ball must be planted within the berm for each thirty (30) feet or portion thereof of the lot's frontage along Ridgeview Drive with the distance between shade trees not to exceed forty (40) feet;
 - (c) One (1) ornamental tree must be planted for each shade tree required to be planted with the distance between ornamental trees not to exceed forty (40) feet;
 - (d) One (1) evergreen shrub with a height at the time of planting of not less than thirty-six (36) inches measured from the top of the root ball shall be planted for every four (4) feet or portion along Ridgeview Drive with the distance between evergreen shrubs not to exceed six (6) feet; and
 - (e) A metal fence with masonry columns shall be constructed at the locations shown on the Concept Plan subject to the following:
 - i. The fence shall be not less than six (6) feet nor greater than eight (8) feet in height; and
 - ii. The metal fence shall be constructed of an ornamental metal material with masonry support columns at not greater than one hundred (100) foot spacing except as approved by the Director of Engineering or designee as necessary to avoid conflicts with utilities, drainage features, or other public facilities.
- (2) Screening is required to be installed along Drive A in the areas shown on the Concept Plan for loading and tractor trailer parking areas for Buildings B and G and shall consist of the following:
- (a) A ten (10) foot masonry wall constructed in accordance with the minimum standards set forth in Section 7.07 of the ALDC; and
 - (b) One (1) evergreen shrub with a height at the time of planting of not less than 36-inches measured from the top of the root ball shall be planted for every four (4) feet along the side of the wall facing Drive A with the distance between shrubs not to exceed six (6) feet; and
 - (c) A sodded berm shall be constructed at the locations shown on the Concept Plan; and
 - (d) One (1) shade tree with a trunk diameter at the time of planting of not less than four (4) caliper inches measured at six (6) inches above the root ball must be planted within the berm for every thirty (30) feet along the side of the wall facing Drive A with the distance between trees not to exceed forty (40) feet along the street frontage; and
 - (e) One (1) ornamental tree with a trunk diameter at the time of planting of not less than four (4) caliper inches measured at six (6) inches above the root ball must be planted within the berm for every thirty (feet) along the side of the wall facing Drive A with the distance between trees not to exceed forty (40) feet along the street frontage.
- (3) Loading and tractor trailer parking areas that are visible from the SH 121 Service Road and located less than 200 feet of the SH 121 right-of-way shall be screened as follows:
- (a) A six (6) foot masonry wall constructed in accordance with the minimum standards set forth in the ALDC;

- (b) One (1) evergreen shrub with a height at the time of planting of not less than 36-inches measured from the top of the root ball shall be planted for every four (4) feet along the side of the wall facing SH 121; and
- (c) A sodded berm shall be constructed with a trail or sidewalk within the Right of Way or within trail or sidewalk easements, as necessary, with at least one (1) shade tree with a trunk diameter at the time of planting of not less than three (3) caliper inches measured six (6) inches above the root ball and one (1) ornamental tree shall be planted along the street frontage on an average distance between trees of not less 30 feet.
- (4) Screening of dock doors shall not be required if they face internally and or do not directly face SH 121, Chelsea Boulevard, or Ridgeview Drive.
- (5) Mechanical and Service Screening shall be required as follows:
 - (a) All buildings shall be designed such that no mechanical equipment (HVAC, etc.) is visible from the public right-of-way or open space, whether the equipment is located on the ground, exterior wall, or roof; and
 - (b) The screening material required by paragraph 1, above, shall be raised at least one foot above the top of the mechanical equipment.
- (6) Sodded berms required to be constructed pursuant to this Section 2.E. shall:
 - (a) Have a maximum slope of 3:1;
 - (b) Have a minimum height of three (3) feet except at locations where a trail or sidewalk intersects with and/or crosses through the berm; and
 - (c) Have a minimum width of thirty (30) feet.

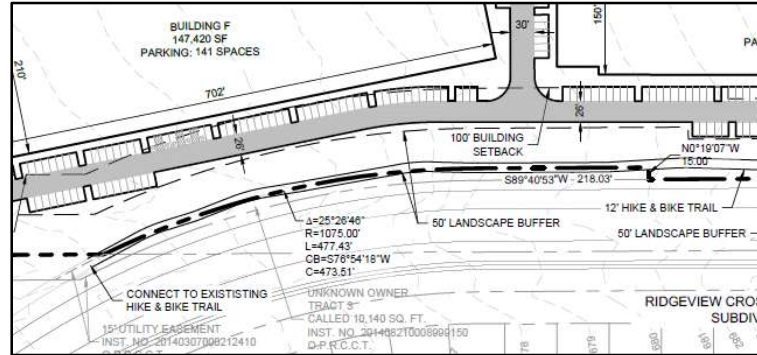
F. PARKING STANDARDS:

- (1) **Parking Reduction.** The Director of Community Development and Director of Engineering may jointly reduce the required number of off-street parking spaces if such reduction is supported by the findings of a parking study prepared by a professional engineer or transportation planner which demonstrates need, reviews industry standards, and proposes a modification that will not result in a parking deficiency for the proposed uses for the portion of the Property to be served by the related parking areas.
- (2) **Cross Access.** A perpetual cross-access easement for vehicle and pedestrian travel as well as cross-easements for parking, both at-grade and below-grade, shall be granted between and among all contiguous lots within the Property. The cross-access easement may be provided by plat or separate instrument.
- (3) **S.H. 121 Frontage.** Parking is permitted within the front yard setback adjacent to S.H. 121 as shown on the Concept Plan.

G. MANDATORY TRAILS AND TRAIL IMPROVEMENTS: The following public trails and public trail system improvements and related public trail easements shall be constructed and conveyed to the City for future maintenance:

- (1) **Ridgeview Drive Trail.** A hike and bike trail not less the twelve (12) feet wide shall be constructed meandering within the Ridgeview Drive right-of-way or trail easement as necessary, and a public

trail easement not less than twenty (20) feet wide shall be dedicated spanning from Chelsea Boulevard to the existing Ridgeview Drive Trail near Cottonwood Creek (the “Ridgeview Trail”). The Director of Parks & Recreation may authorize the width of the trail easement to be reduced to a minimum of fifteen (15) feet for the segment depicted below that meanders between the Ridgeview Drive right-of-way and the Property. The Ridgeview Trail shall be completed prior to the issuance of the first certificate of occupancy for a building on the Property.



- (2) **Cottonwood Creek Trail.** A 12-foot wide hike and bike trail meandering along Cottonwood Creek in the approximate location shown on the Concept Plan (the “Cottonwood Creek Trail”). The Cottonwood Creek Trail shall be completed prior to the issuance of the first certificate of occupancy for a building west of Drive B on the Property.
- (3) **Trail Easements.** In locations where a trail is not to be located within a public street right-of-way, a trail easement not less than 20-feet wide shall be conveyed to the City upon completion of construction of the trail either at the time of approval of the final plat of the portion of the Property where the trail segment is located or by separate instrument approved as to form by the City Attorney; provided, however, the width of the trail easement may be reduced in locations where a 20-foot easement cannot be conveyed because of existing topography, flood plain, or other site limitations.
- (4) **Final Trail Location.** The final location of required trails shall be determined at the time of final platting and approval in the construction plans for the trails as approved by the Director of Engineering, Director of Parks and Recreation, and Director of Community Development.

H. TREE MITIGATION: Development of the Property shall comply with Section 7.06 of the ALDC, except as follows:

- (1) Not including replacement trees, negative tree credits assessed for the removal of Hackberry trees and Sugarberry trees will be reduced by 25%;
- (2) Negative tree credits will not be assessed for a tree that is removed following the City arborist's determination the tree is at the end of its life, diseased, dead or dying per a tree condition survey;
- (3) Negative tree credits will not be assessed for the removal of Siberian Elm (*Ulmus pumila*) or hybridized elms of Siberian Elm following the City arborist's determination, or Chinaberry trees (*Melia azedarach*); and
- (4) Tree credits will be provided for street trees in accordance with ALDC Section 7.06.3.3.

I. FLEXIBLE DESIGN STANDARDS:

- (1) Exceptions to the development standards relating to building design or construction set forth in these Development Regulations may be granted by the Director of Community Development for the purpose of improving performance in energy and water use and consumption, carbon dioxide emissions reduction, and improved indoor environmental quality. The standards used for best practices in sustainable design and the measures used to describe a building's environmental performance shall follow those principles, practices, and standards set forth by any of the following organizations:
 - (a) U.S. Green Building Council (USGBC) – Leadership in Energy and Environmental Design (LEED); or
 - (b) EPA and U.S. Department of Energy – Energy Star for Homes and Businesses; or
 - (c) The Sustainable Sites Initiatives (SITES); or
 - (d) Congress for the New Urbanism (CNU); or
 - (e) BRE Environmental Assessment Method (BREEAM).
- (2) A request for an exception to the building design standards of these Development Regulations shall be submitted and approved before implementation by the Director of Community Development, Director of Engineering, and Chief Building Official, who shall have the authority, but not the obligation, to approve the alternative design(s) without being processed as a zoning amendment in accordance with the ALDC provided such design alternatives are generally consistent with the intent of these Development Regulations and such exception does not:
 - (a) result in the approval of a land use not otherwise authorized by these Development Regulations or the ALDC;
 - (b) increase the allowable intensity or density of any land use; and
 - (c) effectively result in an amendment to these Development Regulations or the ALDC.

J. SITE PLAN AND CONCEPT PLAN ADMINISTRATION:

- (1) **Site Plan Review Process.**
 - (a) ***Site Plan Details.*** Site plan details to be provided on a site plan shall comply with Section 6.05.3 of the ALDC.
 - (b) ***Site Plan Review Standards.*** The Director of Community Development is authorized to approve a site plan if such site plan conforms to the standards set forth in these Development Regulations and the ALDC.
 - (c) ***Amendments to Approved Site Plans.*** The Director of Community Development is authorized to approve changes to approved site plans that comply with the provisions in these Development Regulations.
- (2) **Amendments to the Concept Plan.**
 - (a) ***Minor Modifications.*** Except as otherwise provided in these Development Regulations, the Director of Community Development shall have the authority to administratively approve minor changes to the Concept Plan, Site Plan or Elevations. "Minor modifications" include changes that:

1. Do not materially change the circulation on the Property;
 2. Do not move a street more than 100 feet from the location shown on the Concept Plan and the move does not result in a change in the general circulation plan set forth on the Concept Plan;
 3. Relocate required trails provided pedestrian and bike connectivity is provided as intended by the Concept Plan; and
 4. Reconfigure size and location of light industrial buildings shown on the Concept Plan provided compliance with the screening requirements of loading areas set forth in Section 2.E. is maintained.
- (b) **Major Modifications.** Changes to the Concept Plan or Site Plan that do not qualify as Minor Modifications shall be processed as an amendment to a zoning ordinance pursuant to the ALDC.
- (c) **Street Modifications.** The Director of Community Development and Director of Engineering may, but shall not be obligated to, authorize the Drive A and Drive B alignments as shown on the Concept Plan to shift in location up to 100 feet in either direction at the time of final platting of the Property without an amendment to the Concept Plan being required provided any minimum drive and/or intersection separation distances are maintained.
- (d) **Modifications Mandated by Law.** Any modification to a street location shown on the Concept Plan that is necessitated by a Federal, State, or Local action may be administratively approved by the Director of Engineering, including, but not limited to, the intersection of Drive A and/or Drive B with the S.H. 121 service road.

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

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

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

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 26TH DAY OF OCTOBER 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, CITY ATTORNEY
(kbl:9/30/2021:124986)

Shelley B. George, TRMC, CITY SECRETARY

ZONING DESCRIPTION

BEING a tract of land situated in the George Fitzhugh Survey, Abstract No. 321 and Francis Dosser Survey, Abstract No. 280, City of Allen, Collin County, Texas and being a part of a called 88.870 acre tract of land described in Special Warranty Deed to MCLANE COMPANY, INC. recorded in Instrument No. 20140821000899150, Official Public Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2" iron rod with yellow plastic cap stamped "JB" found for the northwest corner of Lot 2X, Block B Stars-eek Commercial, an addition to the City of Allen according to the plat recorded in Instrument No. 20080613010002210, of said Official Public Records and being in the southeast right-of-way line of the northbound service road of State Highway 121 (a variable width right-of-way);

THENCE with said wulheast right-of-way line, North 61°18'13" East, a distance of 211.38 feet to a point for the north corner of said Lot 2X and being the POINT OF BEGINNING;

THENCE continuing with said southeast right-of-way line, the following courses and distances:

North 61°18'13" East, a distance of 55.17 feet to a point for corner;
North 64°36'21" East, a distance of 1705.64 feet to a point for corner;
North 68°55'58" East, a distance of 578.75 feet to a point for corner;
North 60°54'36" East, a distance of 60.32 feet to a 1/2" iron rod found for the west corner of a called 8.000 acre tract of land described in Special Warranty Deed to 121 & CHELSEA, L.P., recorded in Instrument No. 20071212001652280, of said Official Public Records;

THENCE departing said southeast right-of-way line and with the west lines of said 8.000 acre tract, the following courses and distances:

South 23°12'5r East, a distance of 217.26 feet to a 5/8" iron rod found for corner;
South 0°40'52" East, a distance of 188.09 feet to a 5/8" iron rod found for corner;

THENCE over and across said 88.870 acre tract, the following courses and distances:

South 0°14'22" East, a distance of 600.65 feet to a point at the beginning of a tangent curve to the right having a central angle of 31°43'00", a radius of 270.00 feet, a chord bearing and distance of South 15°37'04" West, 147.56 feet in said wulheast direction, with said curve to the right, an arc distance of 149.46 feet to a point for corner;
South 31°53'4" West, a distance of 234.25 feet to a point at the beginning of a tangent curve to the left having a central angle of 31°48'5r, a radius of 203.00 feet, a chord bearing and distance of South 15°34'05" West, 111.28 feet;
In said wulheast direction, with said curve to the left, an arc distance of 112.72 feet to a point for corner;
South 0°20'23" East, a distance of 137.63 feet to a point for corner in the 1/2" right-of-way line of Ridgeview Drive (a variable width right-of-way);

THENCE with said north right-of-way line, South 89°40'53" West, a distance of 557.67 feet to a point for the southeast corner of "Tract 3" a tract of land described in Special Warranty Deed to Southern One Twenty One Investments, Ltd. recorded in Instrument No. 20140307000212410, of said Official Public Records;

THENCE with the north lines of said Tract 3, the following courses and distances:

North 0°19'07" West, a distance of 15.00 feet to a point for corner;
South 69°40'53" West, a distance of 218.04 feet to a point at the beginning of a tangent curve to the left having a central angle of 25°26'46", a radius of 1075.00 feet, a chord bearing and distance of South 76°54'18" West, 473.51 feet;
In said wulheast direction, with said curve to the left, an arc distance of 477.43 feet to a point for corner, in the north line of a called 0.300 acre tract of land described in Correlation Special Warranty Deed to Southern One Twenty One Investments, Ltd. recorded in Instrument No. 20140307000212410, of said Official Public Records;

NOTES

ZONING CLASSIFICATION BASED ON CITY OF ALLEN ZONING AND PLANNED-DEVELOPMENT MAP LAST UPDATED 10/21/2020

THENCE with the north line of said 0.300 acre tract, South 89°38'55" West, passing the northwest corner of said 0.300 acre tract at a distance of 414.73, continuing with said north right-of-way line of Ridgeview Drive, in all a distance of 493.92 feet to a 3/8" iron rod found for corner;

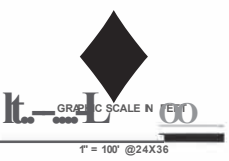
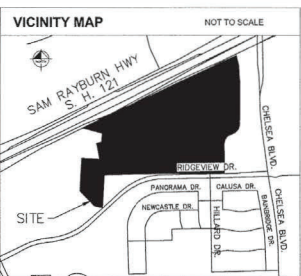
THENCE continuing with said north right-of-way line, South 0°50'06" East, a distance of 333.15 feet to a point for the most easterly northeast corner of Lot 1X, Block 8, Stars-eek Commercial, an addition to the City of Allen, according to the plat recorded in Volume a, Page 643, Plat Records, Collin County, Texas;

THENCE departing said north right-of-way line and with the east lines of said Lot 1X and said Lot 2X, the following courses and distances:

North 59°55'16" West, a distance of 24.63 feet to a point for corner;
North 72°47'36" West, a distance of 155.68 feet to a point for corner;
North 45°09'10" West, a distance of 301.39 feet to a point for corner;
North 4°12'26" East, passing through the southeast corner of said Lot 2X at a distance of 202.21 feet, continuing in all a distance of 294.92 feet to a point for corner;
South 88°44'51" East, a distance of 225.26 feet to a point for corner;
North 12°45'33" West, a distance of 215.63 feet to a point for corner;
North 36°26'37" East, a distance of 85.42 feet to a point for corner;
North 9°29'01" West, a distance of 77.94 feet to a point for corner;
North 69°46'58" West, a distance of 77.94 feet to a point for corner;
North 59°46'58" West, a distance of 248.30 feet to the POINT OF BEGINNING and containing 59.7157 acres or 2,601,217 square feet of land.

LEGEND:

P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCING
IRF = IRON ROD FOUND
XF = CUT IN CONCRETE FOUND
VOL. = VOLUME
PG. = PAGE
INST. NO. = INSTRUMENT NUMBER
P.R.C.C.T. = PLAT RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS



N 60° 54' 36" E 60.32'
1/2" IRF
N 71° 05' 58" E 252.846.81
5/8" IRF
S 0° 40' 52" E 188.09'
5/8" IRF
S 0° 14' 27" E 600.65'
5/8" IRF
S 0° 20' 23" E 137.63'
N 71° 04' 27" E 252.846.81
5/8" IRF

CALLED 0.000 ACRES
IN & CHELSEA, L.P.
INST. NO. 20140821000899150
O.P.R.C.C.T.

ZONED PD-20-CC
PLANNED DEVELOPMENT
CORRIDOR COMMERCIAL

CALLED 0.315 ACRES
CITY OF ALLEN
INST. NO. 20111220101740
O.P.R.C.C.T.

CALLED 1.384 ACRES
CITY OF ALLEN
INST. NO. 20111220101740
O.P.R.C.C.T.

ALLEN ECONOMIC
DEVELOPMENT
CORPORATION
DOC. NO. 20111220101740
ZONED PD-20-CC
PLANNED DEVELOPMENT
CORRIDOR COMMERCIAL

CALLED 0.083 ACRES
CITY OF ALLEN
INST. NO. 20111220101740
O.P.R.C.C.T.

ALLEN ECONOMIC
DEVELOPMENT
CORPORATION
DOC. NO. 20111220101740
ZONED PD-20-CC
PLANNED DEVELOPMENT
CORRIDOR COMMERCIAL

CALLED 0.083 ACRES
CITY OF ALLEN
INST. NO. 20111220101740
O.P.R.C.C.T.

ALLEN ECONOMIC
DEVELOPMENT
CORPORATION
DOC. NO. 20111220101740
ZONED PD-20-CC
PLANNED DEVELOPMENT
CORRIDOR COMMERCIAL

CALLED 0.083 ACRES
CITY OF ALLEN
INST. NO. 20111220101740
O.P.R.C.C.T.

ALLEN ECONOMIC
DEVELOPMENT
CORPORATION
DOC. NO. 20111220101740
ZONED PD-20-CC
PLANNED DEVELOPMENT
CORRIDOR COMMERCIAL

CALLED 0.083 ACRES
CITY OF ALLEN
INST. NO. 20111220101740
O.P.R.C.C.T.

ALLEN ECONOMIC
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CORPORATION
DOC. NO. 20111220101740
ZONED PD-20-CC
PLANNED DEVELOPMENT
CORRIDOR COMMERCIAL

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CORRIDOR COMMERCIAL

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CORRIDOR COMMERCIAL

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CORRIDOR COMMERCIAL

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INST. NO. 20111220101740
O.P.R.C.C.T.

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DOC. NO. 20111220101740
ZONED PD-20-CC
PLANNED DEVELOPMENT
CORRIDOR COMMERCIAL

CALLED 0.083 ACRES
CITY OF ALLEN
INST. NO. 20111220101740
O.P.R.C.C.T.

ALLEN ECONOMIC
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DOC. NO. 20111220101740
ZONED PD-20-CC
PLANNED DEVELOPMENT
CORRIDOR COMMERCIAL

CALLED 0.083 ACRES
CITY OF ALLEN
INST. NO. 20111220101740
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ALLEN ECONOMIC
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DOC. NO. 20111220101740
ZONED PD-20-CC
PLANNED DEVELOPMENT
CORRIDOR COMMERCIAL

CALLED 0.083 ACRES
CITY OF ALLEN
INST. NO. 20111220101740
O.P.R.C.C.T.

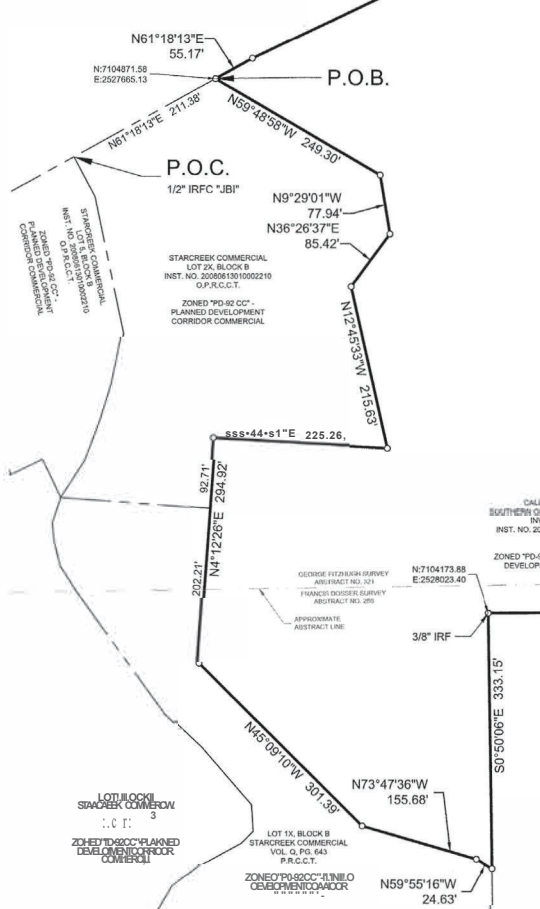
ALLEN ECONOMIC
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DOC. NO. 20111220101740
ZONED PD-20-CC
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CORRIDOR COMMERCIAL

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CORRIDOR COMMERCIAL

CALLED 0.083 ACRES
CITY OF ALLEN
INST. NO. 20111220101740
O.P.R.C.C.T.

ALLEN ECONOMIC
DEVELOPMENT
CORPORATION
DOC. NO. 20111220101740
ZONED PD-20-CC
PLANNED DEVELOPMENT
CORRIDOR COMMERCIAL



SAM RAYBURN TOLLWAY
S.H. 121 - A VARIABLE WIDTH RIGHT-OF-WAY
NORTHBOUND SERVICE ROAD
N 64° 36' 21" E 1705.64'

PART OF CALLED 0.000 ACRES
IN & CHELSEA, L.P.
INST. NO. 20140821000899150
O.P.R.C.C.T.

59.7157 ACRES
2,601,217 SQ. FT.

ZONED PD-20-CC
PLANNED DEVELOPMENT
CORRIDOR COMMERCIAL

UNKNOWN OWNER
ZONED PD-20-CC
PLANNED DEVELOPMENT
CORRIDOR COMMERCIAL

CALLER 0.300 ACRES
SOUTHERN ONE TWENTY ONE
INVESTMENTS, LTD.
INST. NO. 20140307000212410
O.P.R.C.C.T.

ZONED PD-20-CC
PLANNED DEVELOPMENT
CORRIDOR COMMERCIAL

CALLER 0.300 ACRES
SOUTHERN ONE TWENTY ONE
INVESTMENTS, LTD.
INST. NO. 20140307000212410
O.P.R.C.C.T.

ZONED PD-20-CC
PLANNED DEVELOPMENT
CORRIDOR COMMERCIAL

CALLER 0.300 ACRES
SOUTHERN ONE TWENTY ONE
INVESTMENTS, LTD.
INST. NO. 20140307000212410
O.P.R.C.C.T.

ZONED PD-20-CC
PLANNED DEVELOPMENT
CORRIDOR COMMERCIAL

CALLER 0.300 ACRES
SOUTHERN ONE TWENTY ONE
INVESTMENTS, LTD.
INST. NO. 20140307000212410
O.P.R.C.C.T.

ZONED PD-20-CC
PLANNED DEVELOPMENT
CORRIDOR COMMERCIAL

CALLER 0.300 ACRES
SOUTHERN ONE TWENTY ONE
INVESTMENTS, LTD.
INST. NO. 20140307000212410
O.P.R.C.C.T.

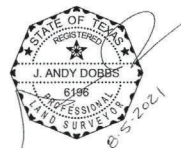
ZONED PD-20-CC
PLANNED DEVELOPMENT
CORRIDOR COMMERCIAL

CALLER 0.300 ACRES
SOUTHERN ONE TWENTY ONE
INVESTMENTS, LTD.
INST. NO. 20140307000212410
O.P.R.C.C.T.

ZONED PD-20-CC
PLANNED DEVELOPMENT
CORRIDOR COMMERCIAL

CALLER 0.300 ACRES
SOUTHERN ONE TWENTY ONE
INVESTMENTS, LTD.
INST. NO. 20140307000212410
O.P.R.C.C.T.

J. ANDY DOBBS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6196
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER
SUITE 700
DALLAS, TEXAS 75240
PHONE: 972-770-1300
CONTACT: SHAY GEACH, PE
ANDY.DOBBS@KIMLEY-HORN.COM



OWNER/APPLICANT:
MCLANE COMPANY, INC.
4747 MCLANE PARKWAY
TEMPLE, TEXAS 76704
PHONE: 254-771-7500
CONTACT: ROBBIE WAINWRIGHT

ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
13455 NOEL ROAD, TWO GALLERIA OFFICE
TOWER, SUITE 700, DALLAS, TX 75240
PHONE: 972-770-1300
CONTACT: J. ANDY DOBBS, RPLS
EMAIL: shay.geach@kimley-horn.com

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
13455 NOEL ROAD, TWO GALLERIA OFFICE
TOWER, SUITE 700, DALLAS, TX 75240
PHONE: 972-770-1300
CONTACT: J. ANDY DOBBS, RPLS
EMAIL: andy.dobbs@kimley-horn.com

PD/PD AMENDMENT
ZONING EXHIBIT
STILLWATER ALLEN
59.7157 ACRES
GEORGE FITZHUGH SURVEY, ABSTRACT NO. 321
FRANCIS DOSSER SURVEY, ABSTRACT NO. 280
CITY OF ALLEN, COLLIN COUNTY, TEXAS

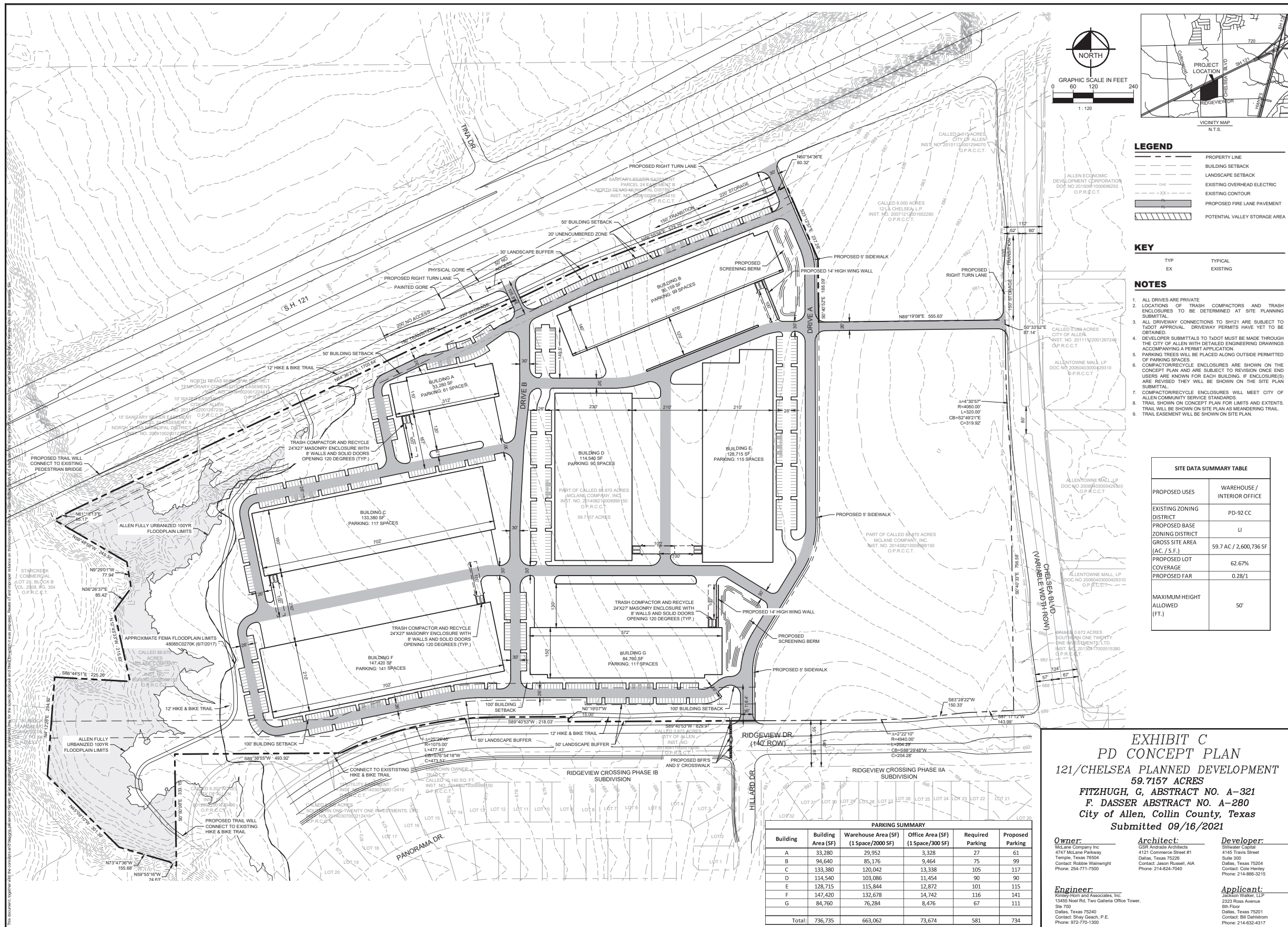
Kimley»Horn

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240
FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-0820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	MGB	JAD	AUG. 2021	063236713	1 OF 1

EXHIBIT "B"

CONCEPT PLAN

[illegible]

Kimley»»Horn

13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TX 75240
PHONE: 972-770-1300 FAX: 972-239-3820
TEXAS REGISTERED ENGINEERING FIRM E-298

SITE DATA SUMMARY TABLE	
PROPOSED USES	WAREHOUSE / INTERIOR OFFICE
EXISTING ZONING DISTRICT	PD-92 CC
PROPOSED BASE ZONING DISTRICT	LI
GROSS SITE AREA (AC. / S.F.)	59.7 AC / 2,600,736 SF
PROPOSED LOT COVERAGE	62.67%
PROPOSED FAR	0.28/1
MAXIMUM HEIGHT ALLOWED (FT.)	50'

EXHIBIT C
PD CONCEPT PLAN
121/CHELSEA PLANNED DEVELOPMENT
59.7157 ACRES
FITZHUGH, G, ABSTRACT NO. A-321
F. DASSER ABSTRACT NO. A-280
City of Allen, Collin County, Texas
Submitted 09/16/2021

Owner:
McLane Company Inc
4747 McLane Parkway
Temple, Texas 76504
Contact: Robbie Wainwright
Phone: 254-771-7500

Architect:
GSR Andrade Architects
4121 Commerce Street #1
Dallas, Texas 75226
Contact: Jason Russell, AIA
Phone: 214-824-7040

Developer:
Stillwater Capital
4145 Travis Street
Suite 300
Dallas, Texas 75204
Contact: Cole Henley
Phone: 214-866-3215

Engineer:
Kimley-Horn and Associates, Inc.
13455 Noel Rd, Two Galleria Office Tower
Ste 700
Dallas, Texas 75240
Contact: Shay Geach, P.E.
Phone: 972-770-1300

Applicant:
Jackson Walker, LLP
2323 Ross Avenue
6th Floor
Dallas, Texas 75201
Contact: Bill Dahlstrom
Phone: 214-632-4317

PARKING SUMMARY					
Building	Building Area (SF)	Warehouse Area (SF) (1 Space/2000 SF)	Office Area (SF) (1 Space/300 SF)	Required Parking	Proposed Parking
A	33,280	29,952	3,328	27	61
B	94,640	85,176	9,464	75	99
C	133,380	120,042	13,338	105	117
D	114,540	103,086	11,454	90	90
E	128,715	115,844	12,872	101	115
F	147,420	132,678	14,742	116	141
G	84,760	76,284	8,476	67	111
Total:	736,735	663,062	73,674	581	734

CHELSEA BLVD

CITY OF ALLEN
COLLIN COUNTY, TEXAS

EXHIBIT C
PD CONCEPT PLAN

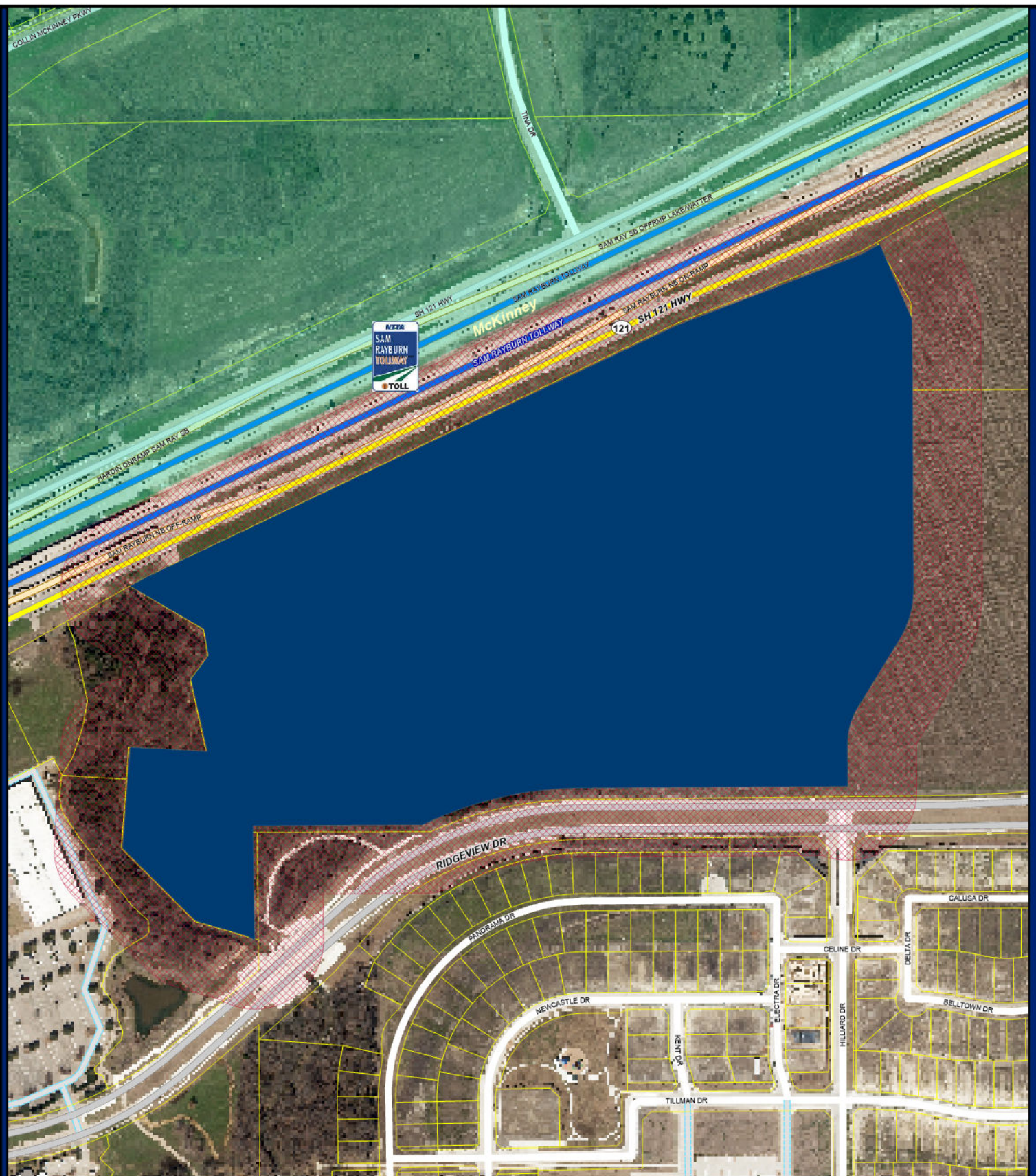
SHEET NUMBER
PD-1

EXHIBIT "C"
BUILDING ELEVATIONS



EXHIBIT "C"
BUILDING ELEVATIONS

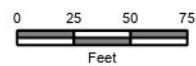




Public Notification Map
S.H. 121 & Chelsea Blvd.
Mixed-Use Project

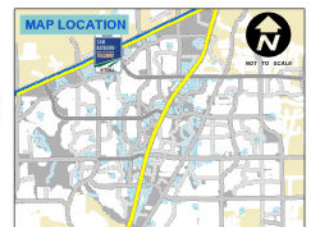
Map Legend

- CollinCAD Parcels
- 200' Buffer
- Railroad



Community Development - Planning
 Date Saved: 9/23/2021

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



October 5, 2021 Planning and Zoning Commission Meeting Minutes

Conduct a Public Hearing and Consider a Request to Establish a Planned Development Zoning District with a Base Zoning of Light Industrial and to Adopt Development Regulations, Concept Plan, and Building Elevations Relating to the Use and Development of Approximately 59.7157 Acres in the George Fitzhugh Survey, Abstract No. 321, and Francis Dosser Survey, Abstract No. 280; Generally Located on the North Side of Ridgeview Drive, Approximately 825 Feet West of the Intersection of Ridgeview Drive and Chelsea Drive. (ZN-061821-0006) [Chelsea 121 Warehouse]

Mr. Kurbansade presented the item to the Commission and noted that staff is in support of the agenda item.

Stephen Holley, Applicant, 4145 Travis Street, Dallas, Texas, gave a brief overview of the project.

Chair Trahan opened the public hearing.

Dave Scott, 852 Emporio Drive, Allen, Texas, spoke in support of the item.

The following individuals spoke in opposition of the item:

- Robert Winningham, 610 Comanche Drive, Allen, Texas; and,
- Henry Billingsley, 6701 Turtle Creek Boulevard, Dallas, Texas.

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

The Commission discussed the following:

- Pedestrian access;
- Future subdivision and development of the adjacent properties;
- Existing uses and regulations to the existing and surrounding PDs;
- Building height in proximity to the single-family base zoning; and,
- The conformance of this request with the future land use plan.

Motion: Upon a motion by 1st Vice-Chair Metevier, and a second by Commissioner Cook, the Commission voted 7 IN FAVOR, and 0 OPPOSED to recommend approval of the request to Establish a Planned Development Zoning District with a Base Zoning of Light Industrial and to Adopt Development Regulations, Zoning Exhibit, Concept Plan, and Building Elevations Relating to the Use and Development of Approximately 59.7157 Acres in the George Fitzhugh Survey, Abstract No. 321, and Francis Dosser Survey, Abstract No. 280, as presented.

The motion carried.

ATTENDANCE:

Commissioners Present:

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