



**AGENDA  
CITY OF ALLEN  
CITY COUNCIL REGULAR MEETING  
TUESDAY, JULY 26, 2022 – 7:00 PM  
CITY COUNCIL CHAMBERS  
ALLEN CITY HALL  
305 CENTURY PARKWAY  
ALLEN, TX 75013**

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

**2. Pledge of Allegiance.**

**3. Public Recognition.**

**3.1 Recognition of Keep Texas Beautiful Award Winners.**

- Beautify Texas Awards - Sadie Ray Graff Educational Institution Award - Allen ISD, Gifted and Talented Program
- Gold Star Affiliate Award - Keep Allen Beautiful
- Sustained Excellence Award - Keep Allen Beautiful
- Governor's Community Achievement Award - City of Allen

**4. Citizens' Comments.**

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

**5. 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.]*

**5.1 Approve minutes of the July 12, 2022, Regular City Council meeting.**

**5.2 Authorize the City Manager to execute an agreement with Kimley-Horn and Associates, Inc., for the design of traffic signal improvements at various locations as part of a \$2,000,000 TxDOT Highway Safety Improvement Program Grant for \$220,000.**

**5.3 Authorize the City Manager to execute a contract with Hidell and Associates Architects, Inc., for Phase 2 Architectural Services of the expansion of the Allen Public Library for \$949,297.**

**5.4 Authorize the City Manager to execute an agreement with Brinkley Sargent Wiginton Architects, Inc., for architectural/engineering services for design of the new City of Allen Police Headquarters for \$3,901,000.**

**6. Regular Agenda.**

- 6.1 Adopt a Resolution establishing a schedule for fees and rates for the Parks and Recreation membership and rentals.
- 6.2 Authorize the City Manager to negotiate and execute a contract, and any instruments related thereto, for the purchase of 15.0702 acres generally located at the southwest corner of Greenville Avenue and Ridgemont Drive from the Allen Independent School District in an amount not to exceed \$4,000,000 plus closing costs and fees.
- 6.3 Conduct a Public Hearing and adopt an Ordinance to amend the Development Regulations of Planned Development No. 54 and to adopt a Concept Plan and Elevations at 1210 W. McDermott Drive. [T-Mobile Monopole Conversion]

**7. Other Business.**

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

7.1 Calendar.

- August 19-20 - City Council Budget Workshop at the Marriott Dallas Allen Hotel & Convention Center

7.2 Items of Interest.

**8. 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.)*

- 8.1 Pursuant to Texas Government Code, Section 551.087 deliberation of Economic Development Negotiations:
  - TIF District request for the Billingsley Development.
- 8.2 Pursuant to Texas Government Code Section 551.071 deliberation regarding Real Property:
  - Wolverine Interests, LLC and MCTT, LLC.
- 8.3 Reconvene and consider action on items resulting from Executive Session.

**9. 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, July 22, 2022, at 5:00 p.m.*

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*Shelley B. George, City Secretary*

*Allen City Hall is wheelchair accessible. Access to the building and special parking are available*

*at the entrance facing Century Parkway. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 214.509.4105.*

<b>CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION</b>
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<b>AGENDA DATE:</b>	July 26, 2022
<b>AGENDA CAPTION:</b>	Approve minutes of the July 12, 2022, Regular City Council meeting.
<b>STAFF RESOURCE:</b>	Shelley B. George, City Secretary
<b>STRATEGIC PLANNING GOAL:</b>	Financially Sound and Transparent City Government.

**ATTACHMENT(S)**

[Minutes](#)

## **ALLEN CITY COUNCIL**

### **REGULAR MEETING**

**JULY 12, 2022**

#### **Present:**

Kenneth M. Fulk, Mayor

#### **Councilmembers:**

Chris Schulmeister, Mayor Pro Tem

Daren Meis

Carl Clemencich

Dave Cornette

Dave Shafer

Ben Trahan

#### **City Staff:**

Eric Ellwanger, City Manager

Eric Strong, Deputy City Manager

Tim Dentler, Assistant City Manager

Rebecca Vice, Assistant City Manager

Shelley B. George, City Secretary

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

Chelsey Aprill, Strategic Communication Manager

Rocio Gonzalez, Deputy City Secretary (absent)

Pete Smith, City Attorney (absent)

Victoria Thomas, Attorney

#### **Workshop Session**

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

With a quorum of the Allen City Council present, the Workshop Session of the Allen City Council was called to order by Mayor Fulk at 6:00 p.m. on Tuesday, July 12, 2022, in the Basement Meeting Rooms of Allen City Hall, 305 Century Parkway, Allen, Texas.

##### **2. Items of Interest**

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**2.1 Introduction of Parks and Recreation board Vice-Chair John Holley.**

**2.2 Introduction of Public Art Chair Jane Bennett.**

**2.3 Overview of Parks and Recreation Fee Schedule for membership and rental fees.**

**2.4 Committee Updates from City Council Liaisons.**

**2.5 Questions on Current Agenda.**

**3. Adjourn to Regular Meeting**

With no further discussion, Mayor Fulk adjourned the Workshop Session of the Allen City Council at 6:45 p.m. on Tuesday, July 12, 2022, in the Basement Meeting Rooms of Allen City Hall, 305 Century Parkway, Allen, Texas.

**Regular Meeting**

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

With a quorum of the Allen City Council present, the Regular Meeting of the Allen City Council was called to order by Mayor Fulk at 7:00 p.m. on Tuesday, July 12, 2022, in the City Council Chambers of Allen City Hall, 305 Century Parkway, Allen, Texas.

**2. Pledge of Allegiance**

**3. Public Recognition**

**3.1 Presentation of Proclamations by the Office of the Mayor.**

- Present a Proclamation to the City of Allen Parks and Recreation Department proclaiming July 2022 as "Parks and Recreation Month."

**3.2 Presentation of a Check by the Radha Krishna Temple of Allen to Jeff Timbs, Library Director, donating \$10,000 to the Allen Library Endowment Fund.**

**3.3 Recognize Assistant City Manager Rebecca Vice as the 2022 Recipient of the Linda Keithley Award for Women in Public Management.**

**3.4 Presentation of the Parks and Recreation Board Annual Report by Vice-Chair John Holley.**

**3.5 Presentation of the Public Art Committee Annual Report by Chair Jane Bennett.**

**4. Citizens' Comments**

The following individuals expressed their support for Agenda Item 5.2:

Philip Brewer, 879 Starcreek Place, Allen, Texas.  
Judy Cote, 710 Rockcrossing Lane, Allen, Texas;  
Scott Cote, 710 Rockcrossing Lane, Allen, Texas;  
Carol Hohmann, 902 Ashley Lane, Allen, Texas;  
John Gain, 962 Abbott Lane, Allen, Texas;

Jeremy Jones, 2150 S. Central Expressway, Suite 360, McKinney, Texas, spoke regarding certain concerns with the proposed Downtown Revitalization Plan's impact on his land within the Central Business District.

Ken Byler, 204 Allenwood Drive, Allen, Texas, requested Council consider naming the Allen Public Library's Courtyard after Ruth Pringle.

**5. Consent Agenda**

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Councilmember Shafer requested the following Agenda Items be removed from the Consent Agenda: 5.2, 5.4, 5.8, and 5.9.

**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 approve the remaining items on the Consent Agenda as follows:

**5.1 Approve minutes of the June 14, 2022, Regular City Council Meeting.**

**5.3 Adopt a Resolution establishing an annual permit fee associated with the registration of Short-Term Rental properties.**

**RESOLUTION NO. 3926-7-22(R):** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ESTABLISHING ANNUAL SHORT TERM RENTAL REGISTRATION FEES IN ACCORDANCE WITH CHAPTER 4, ARTICLE III, "SHORT-TERM RENTALS" OF THE CODE OF ORDINANCES, AS AMENDED; AND PROVIDING FOR AN EFFECTIVE DATE.

**5.5 Ratify the execution of a contract by the City Manager with Boyd Operating Company, LLC, for the emergency replacement of failing Lighting Control Panels at the Allen Municipal Service Center, Allen Public Library, Fire Station No. 5, Allen Senior Recreation Center, and the Don Rodenbaugh Natatorium for \$373,208.**

**5.6 Authorize the City Manager to execute a contract with AV Water Technologies, LLC, for the purchase and delivery of water meters as part of the Advance Meter Infrastructure (AMI Project for \$400,000.**

**5.7 Award Bid and authorize the City Manager to execute an agreement with Peruna Glass, Inc., d/b/a Glass Doctor North Texas Corporation for the installation of replacement windows at Fire Station Nos. 3 and 4 for \$138,726.**

**5.10 Authorize the City Manager to execute a five-year agreement with Motorola Solutions to lease body-worn cameras, all associated equipment, software licenses, and services for a total amount of \$596,888.**

The motion carried.

**5.2 Adopt an Ordinance establishing a Community Engagement Advisory Board.**

**ORDINANCE NO. 3925-7-22:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ESTABLISHING THE COMMUNITY ENGAGEMENT ADVISORY BOARD; PROVIDING FOR THE DUTIES OF SUCH BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**MOTION:** Upon a motion made by Mayor Pro Tem Schulmeister and a second by Councilmember Meis, the Council voted six (6) for and one (1) opposed with Councilmember Shafer casting the negative vote to adopt Ordinance No. 3925-7-22, as previously captioned, establishing a Community Engagement Advisory Board. The motion carried.

**5.4 Adopt a Resolution approving the Parks, Recreation, and Open Space Master Plan 2021-2031.**

**MOTION:** Upon a motion made by Councilmember Meis and a second by Councilmember Cornette, the Council voted seven (7) for and none (0) opposed to table consideration of this item to a future Council meeting after the Council holds a Called Workshop to discuss the Parks, Recreation, and Open Space Master Plan 2021-2031. The motion carried.

**5.8 Authorize the City Manager to Execute a contract amendment with Halff Associates, Inc., for Third Party Plan Review Services in the Amount of \$35,250 not to exceed a contract amount of \$110,250.**

**MOTION:** Upon a motion made by Councilmember Shafer and a second by Councilmember Cornette, the Council voted seven (7) for and none (0) opposed to authorize the City Manager to execute a contract amendment with Halff Associates, Inc., for Third Party Plan Review Services in the Amount of \$35,250 not to exceed a contract amount of \$110,250. The motion carried.

**5.9 Authorize the City Manager to execute an agreement with WeBuildFun, Inc., for shade installations at Allen Station Park Spectator Seating, Orchards Park, and Spirit Park for \$311,696.**

**MOTION:** Upon a motion made by Councilmember Cornette and a second by Councilmember Clemencich, the Council voted six (6) for and one (1) opposed with Councilmember Shafer casting the negative vote to authorize the City Manager to execute an agreement with WeBuildFun, Inc., for shade installations at Allen Station Park Spectator Seating, Orchards Park, and Spirit Park for \$311,696. The motion carried.

**6. Regular Agenda**

**6.1 Conduct a Public Hearing and adopt a Resolution approving the 2022-2023 Annual Action Plan for the Community Development Block Grant (CDBG) Program.**

Mayor Fulk opened the public hearing for this agenda item 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.

**RESOLUTION NO. 3927-7-22(R):** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE 2022-2023 ANNUAL ACTION PLAN; AUTHORIZING ITS SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD); REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**MOTION:** Upon a motion made by Councilmember Trahan and a second by Councilmember Meis, the Council voted seven (7) for and none (0) opposed to adopt Resolution No. 3927-7-22(R), as previously captioned, approving the 2022-2023 Annual Action Plan for the CDBG Program. The motion carried.

**6.2 Conduct a Public Hearing and adopt an Ordinance updating the City's Land Use Assumptions, Capital Improvement Plan, and Impact Fees.**



Mayor Fulk opened the public hearing for this agenda item 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. 3928-7-22:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AS AMENDED, RELATING TO CAPITAL IMPROVEMENTS PLAN, LAND USE ASSUMPTIONS, AND IMPACT FEES FOR WATER, WASTEWATER AND ROADWAY FACILITIES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

**MOTION:** Upon a motion made by Mayor Pro Tem Schulmeister and a second by Councilmember Shafer, the Council voted seven (7) for and none (0) opposed to adopt Ordinance No. 3928-7-22, as previously captioned, updating the City's Land Use Assumptions, Capital Improvement Plan, and Impact Fees. The motion carried.

**6.3 Presentation of the final report from the Downtown Steering Committee.**

Mayor Fulk recessed the Regular Meeting at 9:33 p.m. and reconvened the meeting at 9:43 p.m.

**6.4 Conduct a Public Hearing and adopt an Ordinance to amend Planned Development No. 3 with a Base Zoning of Light Industrial and to adopt a Concept Plan and Building Elevations at 9 Prestige Circle. [Armor Brewing]**

Mayor Fulk opened the public hearing for this agenda item 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. 3929-7-22:** 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 REGULATIONS OF AREA 1 OF PLANNED DEVELOPMENT PD NO. 3 WITH A BASE ZONING OF LIGHT INDUSTRIAL "LI" RELATING TO THE DEVELOPMENT OF LOT 2, ALLEN BUSINESS CENTRE, TO AUTHORIZE DEVELOPMENT AND USE OF THE PROPERTY AS A MICROBREWERY; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

**MOTION:** Upon a motion made by Councilmember Shafer and a second by Mayor Pro Tem Schulmeister, the Council voted seven (7) for and none (0) opposed to adopt Ordinance No. 3929-7-22, as previously captioned, amending Planned Development No. 3 with a Base Zoning of Light Industrial and adopt a concept plan and building elevations at 9 Prestige Circle. The motion carried.

**6.5 Conduct a Public Hearing and adopt an Ordinance to amend the Development Regulations of Planned Development No. 127, Corridor Commercial and Multifamily**

**Residential for approximately 59.629 acres of land generally located at the southeast corner of State Highway 121 and Custer Road.**

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

Garett Trietsch, 2113 Old Country Drive, Allen, Texas, spoke in support of the item.

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

**MOTION:** Upon a motion made by Councilmember Clemencich and a second by Councilmember Trahan, the Council voted seven (7) for and none (0) opposed to adopt Ordinance No. 3930-7-22, as previously captioned, to approve amendments to the Development Regulations of Planned Development No. 127 with the following amendments: 1) Add to Section III, 1(b)(i) "...and a building permit has been issued for construction of three commercial pad sites within Tract 1 and/or Tract 4;□and, 2) Add to Section V, A, a list of non-permitted Accessory and Principal uses in Tract 4." The motion carried.

**6.6 Confirm appointments of Councilmembers as Liaisons to City Boards and Commissions as nominated by Mayor Fulk.**

**MOTION:** Upon a motion made by Councilmember Shafer and a second by Councilmember Cornette, the Council voted seven (7) for and none (0) opposed to confirm the appointments of Councilmembers as nominated by Mayor Fulk. The motion carried.

Mayor Fulk

- Member, Mayor's Committee
- Member, Dallas Regional Mobility Coalition
- Member, North Texas Commission
- Designated Voting Representative, NCTCOG

Councilmember Meis

- Member, Council Finance/Audit Committee
- Member, Council Nominating Committee
- Board Member, Convention and Visitors Bureau Advisory Board
- Council Liaison, Planning and Zoning Commission

Councilmember Clemencich

- Member, Council Finance/Audit Committee
- Member, Council Nominating Committee
- Council Liaison, Parks and Recreation Board
- Board Member, Economic Development Corporation

Councilmember Cornette

- Council Liaison, Board of Adjustment / Building and Standards Commission / Sign Control Board
- Council Liaison, CBD Design Review Committee
- Council Liaison, North Texas Municipal Water District Board Representatives
- Council Liaison, Public Art Committee
- Member, ACO Advisory Council

- Board Member, NCT 9-1-1 Board of Managers

Councilmember Shafer

- Council Liaison, Animal Shelter Advisory Committee
- Council Liaison, Keep Allen Beautiful
- Council Liaison, Library Board

Mayor Pro Tem Schulmeister

- Member, Mayor's Committee
- Council Liaison, Community Engagement Advisory Board
- Member, Council Nominating Committee
- Member, Regional Transportation Committee

Ben Trahan

- Member, Allen USA Advisory Committee
- Board Member, Community Development Corporation
- Member, Council Finance / Audit Committee

**7. Other Business**

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**7.1 Calendar**

**7.2 Items of Interest**

- Council wished a happy birthday to Mayor Fulk.

Mayor Fulk announced the Executive Session and then recessed the Regular Agenda at 11:02 p.m.

**8. Executive Session**

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In accordance with the Texas Government Code, the Allen City Council convened into Executive Session at 11:05 p.m. on Tuesday, July 12, 2022, in the Basement Meeting Rooms of the Allen City Hall, 305 Century Parkway, Allen, Texas, in order to discuss matters pertaining to:

**8.1 Pursuant to Texas Government Code, Section 551.072, Deliberation Regarding Real Property: Consider approval for the purchase of park land.**

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

The Allen City Council reconvened into the Regular Meeting at 11:17 p.m. on Tuesday, July 12, 2022. No action was taken on items discussed during Executive Session.

**9. Adjournment**

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Mayor Fulk adjourned the Regular Meeting of the Allen City Council at 11:19 p.m. on Tuesday, July 12, 2022.

These minutes were approved on the 26<sup>th</sup> day of July 2022.

**APPROVED:**

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**Kenneth M. Fulk, MAYOR**

**ATTEST:**

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

## CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

<b>AGENDA DATE:</b>	July 26, 2022
<b>AGENDA CAPTION:</b>	Authorize the City Manager to execute an agreement with Kimley-Horn and Associates, Inc., for the design of traffic signal improvements at various locations as part of a \$2,000,000 TxDOT Highway Safety Improvement Program Grant for \$220,000.
<b>STAFF RESOURCE:</b>	Chris Flanigan, Director of Engineering
<b>STRATEGIC PLANNING GOAL:</b>	Financially Sound and Transparent City Government.

### **BACKGROUND**

The City was awarded a \$2 million grant through the Highway Safety Improvement Program (HSIP) from the Texas Department of Transportation. The grant funding is intended to enable communities to further enhance safety at key intersections. Most notably, the award includes funding the installation of a new traffic signal at Greenville Avenue and Ridgemont Drive. Other improvements include replacing existing and older video detection technology with new cameras, upgrading pedestrian push buttons to newer audio-accessible technology, relocating existing traffic signal poles that have been damaged, rewiring traffic signals to replace older embrittled wiring, installing longer signal arms to accommodate dual left turn signal heads, and upgrading existing traffic signal cabinets with new and improved technology.

The locations of improvements are as follows:

1. Alma & Hedcoxe: Upgrade Detection System, Traffic Signal Cabinet, Pedestrian Push Buttons
2. Alma & Comanche: Upgrade Detection System and Pedestrian Push Buttons
3. Bethany & Malone: Relocate Traffic Signal Pole and Install New Pedestrian Pole
4. Exchange & Andrews: Upgrade Detection System and Pedestrian Push Buttons
5. Greenville & Ridgemont: Install New Traffic Signal System
6. Hedcoxe & Duchess: Upgrade Detection System, Traffic Signal Cabinet, Upgrade Pedestrian Push Buttons
7. Main & Allen Heights: Replace Traffic Signal Poles, Upgrade Pedestrian Push Buttons, Install Flashing Yellow Arrows, Upgrade Video Detection System, Rewire the Intersection
8. McDermott & Watters: Replace Traffic Signal Poles, Rewiring the Intersection, Upgrade Pedestrian Ramps, Upgrade Pedestrian Push Buttons
9. Stacy & Andrews: Upgrade Detection System, Traffic Signal Cabinet, Pedestrian Push Buttons
10. Stacy & Chelsea: Upgrade Detection System
11. Stacy & Watters: Install Additional Left Turns for Northbound and Southbound Direction, Install New Traffic Signal Poles, Upgrade Ped Push Buttons

### **BUDGETARY IMPACT**

To be eligible for this grant, TxDOT requires that the City of Allen produce design drawings for them to bid the work. The proposed contract would satisfy that requirement. Kimley-Horn has submitted a proposal for \$220,000 to perform the necessary work.

The funding needed for this contract will utilize unprogrammed non-bond funds within the Capital Improvement Program set aside for street projects.

Unprogrammed funds represent project savings from other closed projects, revenues received for roadway partnerships, or reimbursement received on other projects. There is not a capital improvement project sheet for this in the current CIP publication (as the grant opportunity was not known last year), but will be created for the updated CIP to be published with the 2023 Annual Budget.

#### **STAFF RECOMMENDATION**

Staff recommends that Council authorize the City Manager to execute an Agreement for Professional Services with Kimley-Horn and Associates, Inc., for the design of traffic signal improvements at various locations for the Highway Safety Improvement Program Grant project for \$220,000.

#### **MOTION**

*I make a motion authorizing the City Manager to execute an agreement with Kimley-Horn and Associates for the design of traffic signal improvements at various locations as part of the Highway Safety Improvement Program Grant project for \$220,000.*

#### **ATTACHMENT(S)**

[Agreement](#)

[Location Map](#)

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

This agreement (“Agreement”) is made by and between the City of Allen, Texas (“City”) and Kimley-Horn and Associates, Inc., a North Carolina Corporation (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist the City in Design for Traffic Signal Improvement at Various Locations for TXDOT HSIP grant (the “Project”) on the terms and conditions set forth in this Agreement; and

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

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

**Article I**  
**Term**

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

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

**Article II**  
**Scope of Service**

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services. The Professional shall perform the services: (i) with the professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be. If the Professional is not a licensed engineer or registered architect, the Professional shall perform the services: (i) with the

skill and care ordinarily provided by similar consultants practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent consultants.

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

2.3 Licenses. Professional represents to City that Professional possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Professional's services pursuant to this Agreement.

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

2.5 Upon execution of this Agreement the City has the right to use the Professional's instruments of service, including but not limited to reports, maps, cost estimates, recommendations or other deliverables for the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's employees, agents, contractors and subcontractors may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Professional hereunder, all deliverables, materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such deliverables, materials and reports only for those purposes for which they were intended. Subject to the foregoing, Professional shall, upon completion of the services, or earlier termination, provide the City with the deliverables, drawings, reports, maps, and materials prepared by Professional as set forth in the Scope of Services.

### **Article III Schedule of Work**

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

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

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees,



agents, contractors performing the services, the time worked, the actual services performed, the rates charges for such service, reimbursable expenses, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein. The final payment of the compensation shall be made after satisfactory completion of the services following the City acceptance of the study, report, recommendation or other work set forth in the Scope of Services, and the submittal of “AS BUILT” drawings, or record drawings, as applicable.

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

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

## **Article V**

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

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

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

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

5.4 The Professional shall submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished

and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

## **Article VI Miscellaneous**

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

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

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

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

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

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

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

6.8 Right-of-Access. The Professional shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Professional will take reasonable precautions to minimize damage to the private and public

property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

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

If intended for City:

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

With a copy to:

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

If intended for Professional:

**Kimley-Horn and Associates, Inc**  
13455 Noel Road  
Two Galleria Office Tower, Suite 700  
Dallas, TX 75240  
972-770-1300-telephone

6.10 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a commercial general liability policy of insurance for bodily injury, death and property damage including the property of the City, its council, officers, contractors, agents and employees (collectively referred to as the “City”) insuring against all claims, demands or actions relating to the work and services provided by the Professional pursuant to this Agreement with a minimum limit per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations; (ii) automobile liability insurance covering all vehicles owned, non-owned and hired and/or operated by Professional, its officers, agents, independent contractors and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage; (iii) statutory Worker’s Compensation and Employers Liability

covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00; and (iv) Professional Liability with policy limit of not less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, covering negligent acts, errors and omissions by Professional, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement. Such professional liability insurance shall be annually renewed and remain in effect for not less than twenty-four (24) months after substantial completion of the services.

- (b) All insurance shall be endorsed to provide the following provisions: (1) name the City, its council, officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Consultant shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. All policies must be written on a primary basis, non-contributory with any insurance coverage and/or self-insurance maintained by the City
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Professional shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Professional by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

6.11 Debarment and Suspension.

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

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

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS.

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

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

of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

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

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

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

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

*(Signature Page to Follow)*

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF ALLEN, TEXAS

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

ATTEST:


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

APPROVED AS TO FORM:

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

EXECUTED this 14th day of July, 2022.

(KIMLEY -HORN AND ASSOCIATES, INC)

By:  \_\_\_\_\_  
Name Scott R. Arnold  
Title: Vice President

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



## Exhibit "A"

### Scope of Services

#### Project Understanding

This scope of services consists of the design of traffic signal, pedestrian signal, ADA, and vehicle detection improvements at eleven (11) signalized intersections in the City of Allen (Table 1). It is understood that the final deliverable will be a single plan set with a TxDOT letting date of June 2023. Design services provided will adhere to all applicable City and TxDOT design standards.

*Table 1: Summary of Intersections*

Intersection		Type of Improvement										
		Vehicle Detection	New Cabinet	APS Push Buttons	Relocate/ New Traffic Signal Pole	New Ped Pole(s)	Upgrade Traffic Signal Mast Arm	Add FYA	Rewire Intersection	New LT Lanes	Incorporate Previous Design	Survey
1	Alma Drive & Hedgecoxe Road	✓	✓	✓								
2	Alma Drive & Comanche Drive	✓		✓								
3	Bethany Drive & Malone Road				✓	✓						✓
4	Exchange Parkway & Andrews Parkway	✓		✓								
5	Greenville Avenue & Ridgemont Drive										✓	
6	Hedgecoxe Road & Dutchess Drive	✓	✓	✓								
7	Main Street & Allen Heights Drive	✓	✓	✓		✓	✓	✓	✓			✓
8	McDermott Drive & Watters Road										✓	
9	Stacy Road & Andrews Parkway	✓	✓	✓								
10	Stacy Road & Chelsea Boulevard	✓										
11	Stacy Road & Watters Road			✓	✓					✓		✓

The following tasks will be provided as a part of the Scope of Services for the improvements listed above:

#### Project Management

1. Project Communication
2. Conduct up to four (4) meetings with the City.
3. Develop design schedule.
4. Coordinate with subconsultant (Yazel Peebles & Associates for survey).
5. QA/QC

### **Task 1: Alma Drive & Hedgecoxe Road**

**\$13,500 – Lump Sum**

Professional will perform the following tasks as part of the design:

- Base mapping
  - Professional will use MicroStation V8i, publicly available LiDAR data, aerial imagery, and as-built drawings where full survey and SUE are not performed to create a base file with critical roadway elements detailed below. This will form the basis for the design at locations where survey is not collected. The following base line work will be created to the best of our ability based on information available as part of this service:
    - Existing edges of pavement within the project limits
    - Location of existing traffic signal infrastructure within the project limits
    - Existing pavement markings within the project limits
- Site visit
  - Professional will perform a site visit to the intersection with City staff to review and verify existing signal infrastructure and other existing elements. Professional will review existing traffic signal cabinet location and push button locations to determine if they are suitable for upgrade or additional design services will be needed.
- Traffic signal improvements design
  - Vehicle detection
    - Professional will design the intersection to show upgraded Iteris Vantage Vector vehicle detection system. The design will consist of advance vehicle detection on existing traffic signal poles and mast arms. Professional will design the plans to use existing signal conduit and identify the path for cabling to the controller cabinet.
  - New ATC cabinet
    - Professional will design the intersection to show installation of a new ATC controller cabinet, utilizing the existing traffic signal controller cabinet foundation.
  - APS push buttons
    - Professional will design the intersection to show upgraded APS push buttons. The design will consist of installing APS push buttons in place of the existing push buttons. Professional will design the plans to use existing signal conduit and poles and identify the path for APS signal cabling to the controller cabinet. The design will include the APS message chart.
      - For budgetary purposes, it is assumed that for half of the push buttons, Professional will redesign ramp or sidewalk to meet clear floor space requirements and design new push button poles.
- Design will be prepared at 1" = 40' on 11" x 17" plan sheets using MicroStation V8i. The design is anticipated to include the following plan sheets:
  - Proposed Traffic Signal Layout (1)
  - Traffic Signal Detail Sheets (2)
  - Applicable City of Allen and TxDOT Standard Details (Est. TBD)

### **Task 2: Alma Drive & Comanche Drive**

**\$12,600 – Lump Sum**

Professional will perform the following tasks as part of the design:

- Base mapping
  - Professional will use MicroStation V8i, publicly available LiDAR data, aerial imagery, and as-built drawings where full survey and SUE are not performed to create a base file with critical roadway elements detailed below. This will form the basis for the design at

locations where survey is not collected. The following base line work will be created to the best of our ability based on information available as part of this service:

- Existing edges of pavement within the project limits
- Location of existing traffic signal infrastructure within the project limits
- Existing pavement markings within the project limits
- Site visit
  - Professional will perform a site visit to the intersection to review and verify existing signal infrastructure and other existing elements. Professional will review existing push button locations to determine if they are suitable for upgrade or additional design services will be needed.
- Traffic signal improvements design
  - Vehicle detection
    - Professional will design the intersection to show upgraded Iteris Vantage Vector vehicle detection system. The design will consist of advance vehicle detection on existing traffic signal poles and mast arms. Professional will design the plans to use existing signal conduit and identify the path for cabling to the controller cabinet.
  - APS push buttons
    - Professional will design the intersection to show upgraded APS push buttons. The design will consist of installing APS push buttons in place of the existing push buttons. Professional will design the plans to use existing signal conduit and poles and identify the path for APS signal cabling to the controller cabinet. The design will include the APS message chart.
      - For budgetary purposes, it is assumed that for half of the push buttons, Professional will redesign ramp or sidewalk to meet clear floor space requirements and design new push button poles.
- Design will be prepared at 1" = 40' on 11" x 17" plan sheets using MicroStation V8i. The design is anticipated to include the following plan sheets:
  - Proposed Traffic Signal Layout (1)
  - Traffic Signal Detail Sheets (2)
  - Applicable City of Allen and TxDOT Standard Details (Est. TBD)

### **Task 3: Bethany Drive & Malone Road**

**\$15,300 – Lump Sum**

Professional will perform the following tasks as part of the design:

- Survey on the southwest corner of the intersection
  - Utilizing a subconsultant, Professional will provide professional surveying services in general accordance with current published TxDOT requirements as outlined below:
    - Project scope will be from face of curb to right-of-way line of each identified intersection corner for a 50' distance along each corner.
    - Coordinate with Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey.
    - Coordinate with City of Allen ([locates@cityofallen.org](mailto:locates@cityofallen.org)) to locate and mark existing City utilities prior to performing the field survey.
    - Survey limits are not anticipated to extend onto private property.
    - Perform topographic survey of the existing ground based on visible features and markers along the project limits identified above.
    - Establish horizontal control points and a vertical control benchmark circuit as needed throughout the project. Set control points based on NAD-83.

- Gather existing right-of-way and easement information. Identify easements available through typical research methodologies (i.e. plats). Undocumented easements may not be identified. Title research may be performed as an additional service only upon written City authorization.
  - Review topographic survey, available records from the City and information gathered from the franchise utilities.
  - Compile above information into a survey base file to be used for the design.
- Base mapping for the northwest, northeast, and southeast corners of the intersection
  - Professional will use MicroStation V8i, publicly available LiDAR data, aerial imagery, and as-built drawings where full survey and SUE are not performed to create a base file with critical roadway elements detailed below. This will form the basis for the design at locations where survey is not collected. The following base line work will be created to the best of our ability based on information available as part of this service:
    - Existing edges of pavement within the project limits
    - Location of existing traffic signal infrastructure within the project limits
    - Existing pavement markings within the project limits
- Site visit
  - Professional will perform a site visit to the intersection with City staff to review and verify existing signal infrastructure and other existing elements. Professional will review proposed signal pole and pedestrian pole locations with City staff.
- Relocate traffic signal pole (southwest corner)
  - Professional will design the intersection to relocate the traffic signal pole on the southwest corner. Professional will determine pole type and foundation type needed. Professional will design the plans to install new signal conduit and identify the path for signal cabling to the controller cabinet. The survey information will be used to identify the proposed signal pole location.
- New pedestrian pole (southwest corner)
  - Professional will design the intersection to install a new pedestrian pole on the southwest corner. The Professional will design the plans to install new signal conduit and identify the path for signal cabling to the controller cabinet. The survey information will be used to identify the proposed signal pole location.
- Design will be prepared at 1" = 40' on 11" x 17" plan sheets using MicroStation V8i. The design is anticipated to include the following plan sheets:
  - Proposed Traffic Signal Layout (1)
  - Traffic Signal Detail Sheets (3)
  - Applicable City of Allen and TxDOT Standard Details (Est. TBD)

**Task 4: Exchange Parkway & Andrews Parkway**

**\$12,600 – Lump Sum**

Professional will perform the following tasks as part of the design:

- Base mapping
  - Professional will use MicroStation V8i, publicly available LiDAR data, aerial imagery, and as-built drawings where full survey and SUE are not performed to create a base file with critical roadway elements detailed below. This will form the basis for the design at locations where survey is not collected. The following base line work will be created to the best of our ability based on information available as part of this service:
    - Existing edges of pavement within the project limits
    - Location of existing traffic signal infrastructure within the project limits
    - Existing pavement markings within the project limits

- Site visit
  - Professional will perform a site visit to the intersection to review and verify existing signal infrastructure and other existing elements. Professional will review existing push button locations to determine if they are suitable for upgrade or additional design services will be needed.
- Traffic signal improvements design
  - Vehicle detection
    - Professional will design the intersection to show upgraded Iteris Vantage Vector vehicle detection system. The design will consist of advance vehicle detection on existing traffic signal poles and mast arms. Professional will design the plans to use existing signal conduit and identify the path for cabling to the controller cabinet.
  - APS push buttons
    - Professional will design the intersection to show upgraded APS push buttons. The design will consist of installing APS push buttons in place of the existing push buttons. Professional will design the plans to use existing signal conduit and poles and identify the path for APS signal cabling to the controller cabinet. The design will include the APS message chart.
      - For budgetary purposes, it is assumed that for half of the push buttons, Professional will redesign ramp or sidewalk to meet clear floor space requirements and design new push button poles.
- Design will be prepared at 1" = 40' on 11" x 17" plan sheets using MicroStation V8i. The design is anticipated to include the following plan sheets:
  - Proposed Traffic Signal Layout (1)
  - Traffic Signal Detail Sheets (2)
  - Applicable City of Allen and TxDOT Standard Details (Est. TBD)

## **Task 5: Greenville Avenue & Ridgemont Drive**

**\$8,300 – Lump Sum**

Professional will perform the following tasks as part of the design:

- Incorporate plan sheets, TxDOT standards [SMA-80(1)-12, LMA(5)-12, and TS-FD-12], and quantities from design previously completed by Professional.
- Address up to two (2) rounds of comments from TxDOT on previously completed design.

## **Task 6: Hedgecoxe Road & Dutchess Drive**

**\$13,500 – Lump Sum**

Professional will perform the following tasks as part of the design:

- Base mapping
  - Professional will use MicroStation V8i, publicly available LiDAR data, aerial imagery, and as-built drawings where full survey and SUE are not performed to create a base file with critical roadway elements detailed below. This will form the basis for the design at locations where survey is not collected. The following base line work will be created to the best of our ability based on information available as part of this service:
    - Existing edges of pavement within the project limits
    - Location of existing traffic signal infrastructure within the project limits
    - Existing pavement markings within the project limits
- Site visit
  - Professional will perform a site visit to the intersection with City staff to review and verify existing signal infrastructure and other existing elements. Professional will review existing

traffic signal cabinet location and push button locations to determine if they are suitable for upgrade or additional design services will be needed.

- Traffic signal improvements design
  - Vehicle detection
    - Professional will design the intersection to show upgraded Iteris Vantage Vector vehicle detection system. The design will consist of advance vehicle detection on existing traffic signal poles and mast arms. Professional will design the plans to use existing signal conduit and identify the path for cabling to the controller cabinet.
  - New ATC cabinet
    - Professional will design the intersection to show installation of a new ATC controller cabinet, utilizing the existing traffic signal controller cabinet foundation.
  - APS push buttons
    - Professional will design the intersection to show upgraded APS push buttons. The design will consist of installing APS push buttons in place of the existing push buttons. Professional will design the plans to use existing signal conduit and poles and identify the path for APS signal cabling to the controller cabinet. The design will include the APS message chart.
      - For budgetary purposes, it is assumed that for half of the push buttons, Professional will redesign ramp or sidewalk to meet clear floor space requirements and design new push button poles.
- Design will be prepared at 1" = 40' on 11" x 17" plan sheets using MicroStation V8i. The design is anticipated to include the following plan sheets:
  - Proposed Traffic Signal Layout (1)
  - Traffic Signal Detail Sheets (2)
  - Applicable City of Allen and TxDOT Standard Details (Est. TBD)

#### **Task 7: Main Street & Allen Heights Drive**

**\$26,800 – Lump Sum**

Professional will perform the following tasks as part of the design:

- Survey on the northwest, southwest, and southeast corners of the intersection
  - Utilizing a subconsultant, Professional will provide professional surveying services in general accordance with current published TxDOT requirements as outlined below:
    - Project scope will be from face of curb to right-of-way line of each identified intersection corner for a 50' distance along each corner.
    - Coordinate with Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey.
    - Coordinate with City of Allen ([locates@cityofallen.org](mailto:locates@cityofallen.org)) to locate and mark existing City utilities prior to performing the field survey.
    - Survey limits are not anticipated to extend onto private property.
    - Perform topographic survey of the existing ground based on visible features and markers along the project limits identified above.
    - Establish horizontal control points and a vertical control benchmark circuit as needed throughout the project. Set control points based on NAD-83.
    - Gather existing right-of-way and easement information. Identify easements available through typical research methodologies (i.e. plats). Undocumented easements may not be identified. Title research may be performed as an additional service only upon written City authorization.



- Review topographic survey, available records from the City and information gathered from the franchise utilities.
  - Compile above information into a survey base file to be used for the design.
- Base mapping on the northeast corner of the intersection
  - Professional will use MicroStation V8i, publicly available LiDAR data, aerial imagery, and as-built drawings where full survey and SUE are not performed to create a base file with critical roadway elements detailed below. This will form the basis for the design at locations where survey is not collected. The following base line work will be created to the best of our ability based on information available as part of this service:
    - Existing edges of pavement within the project limits
    - Location of existing traffic signal infrastructure within the project limits
    - Existing pavement markings within the project limits
- Site visit
  - Professional will perform a site visit to the intersection with City staff to review and verify existing signal infrastructure and other existing elements. Professional will review existing traffic signal cabinet location and push button locations to determine if they are suitable for upgrade or additional design services will be needed. Professional will review proposed pedestrian pole locations with City staff.
- Traffic signal improvements design
  - Vehicle detection
    - Professional will design the intersection to show upgraded Iteris Vantage Vector vehicle detection system. The design will consist of advance vehicle detection on existing traffic signal poles and mast arms. Professional will design the plans to use existing signal conduit and identify the path for cabling to the controller cabinet.
  - New ATC cabinet
    - Professional will design the intersection to show installation of a new ATC controller cabinet and replacement of existing cabinet pad and base.
  - APS push buttons
    - Professional will design the intersection to show upgraded APS push buttons. The design will consist of installing APS push buttons in place of the existing push buttons. Professional will design the plans to use existing signal conduit and poles and identify the path for APS signal cabling to the controller cabinet. The design will include the APS message chart.
  - New pedestrian poles (northwest, southwest, and southeast corners)
    - Professional will design the intersection to install a new pedestrian pole on the northwest, southwest, and southeast corners. Professional will design the plans to install new signal conduit and identify the path for signal cabling to the controller cabinet. The survey information will be used to identify the proposed signal pole location.
  - Upgrade traffic signal poles (northeast and southwest corners)
    - Professional will design the intersection to show upgraded mast arms on existing signal poles at the northeast and southwest corners. The design will specify new signal heads, detection, and opticom on the traffic signal poles.
  - Add Flashing Yellow Arrow signal heads
    - Professional will design the intersection to show upgraded Flashing Yellow Arrow signal heads on all four approaches.

- Rewire entire intersection
  - Professional will design the intersection to have new wiring for all traffic signal components.
- Design will be prepared at 1" = 40' on 11" x 17" plan sheets using MicroStation V8i. The design is anticipated to include the following plan sheets:
  - Existing Traffic Signal Layout (1)
  - Proposed Traffic Signal Layout (1)
  - Traffic Signal Detail Sheets (3)
  - Applicable City of Allen and TxDOT Standard Details (Est. TBD)

#### **Task 8: McDermott Drive & Watters Road**

**\$6,100 – Lump Sum**

Professional will perform the following tasks as part of the design:

- Incorporate plan sheets, TxDOT standards [SMA-80(1)-12, LMA(5)-12, and TS-FD-12], and quantities from design previously completed by Whitehawk Engineering
- Coordinate with Whitehawk Engineering for them to address up to two (2) rounds of comments from TxDOT on previously completed design

#### **Task 9: Stacy Road & Andrews Parkway**

**\$13,500 – Lump Sum**

Professional will perform the following tasks as part of the design:

- Base mapping
  - Professional will use MicroStation V8i, publicly available LiDAR data, aerial imagery, and as-built drawings where full survey and SUE are not performed to create a base file with critical roadway elements detailed below. This will form the basis for the design at locations where survey is not collected. The following base line work will be created to the best of our ability based on information available as part of this service:
    - Existing edges of pavement within the project limits
    - Location of existing traffic signal infrastructure within the project limits
    - Existing pavement markings within the project limits
- Site visit
  - Professional will perform a site visit to the intersection with City staff to review and verify existing signal infrastructure and other existing elements. Professional will review existing traffic signal cabinet location and push button locations to determine if they are suitable for upgrade or additional design services will be needed.
- Traffic signal improvements design
  - Vehicle detection
    - Professional will design the intersection to show upgraded Iteris Vantage Vector vehicle detection system. The design will consist of advance vehicle detection on existing traffic signal pole and mast arms s. Professional will design the plans to use existing signal conduit and identify the path for cabling to the controller cabinet.
  - New ATC cabinet
    - Professional will design the intersection to show installation of a new ATC controller cabinet, utilizing the existing traffic signal controller cabinet foundation.
  - APS push buttons
    - Professional will design the intersection to show upgraded APS push buttons. The design will consist of installing APS push buttons in place of the existing push buttons. Professional will design the plans to use existing signal conduit



and poles and identify the path for APS signal cabling to the controller cabinet. The design will include the APS message chart.

- For budgetary purposes, it is assumed that for half of the push buttons, Professional will redesign ramp or sidewalk to meet clear floor space requirements and design new push button poles.
- Design will be prepared at 1" = 40' on 11" x 17" plan sheets using MicroStation V8i. The design is anticipated to include the following plan sheets:
  - Existing Traffic Signal Layout (1)
  - Proposed Traffic Signal Layout (1)
  - Traffic Signal Detail Sheets (2)
  - Applicable City of Allen and TxDOT Standard Details (Est. TBD)

#### **Task 10: Stacy Road & Chelsea Boulevard**

**\$6,800 – Lump Sum**

Professional will perform the following tasks as part of the design:

- Base mapping
  - Professional will use MicroStation V8i, publicly available LiDAR data, aerial imagery, and as-built drawings where full survey and SUE are not performed to create a base file with critical roadway elements detailed below. This will form the basis for the design at locations where survey is not collected. The following base line work will be created to the best of our ability based on information available as part of this service:
    - Existing edges of pavement within the project limits
    - Location of existing traffic signal infrastructure within the project limits
    - Existing pavement markings within the project limits
- Site visit
  - Professional will perform a site visit to the intersection to review and verify existing signal infrastructure and other existing elements.
- Traffic signal improvements design
  - Vehicle detection
    - Professional will design the intersection to show upgraded Iteris Vantage Vector vehicle detection system. The design will consist of advance vehicle detection on existing traffic signal poles and mast arms. Professional will design the plans to use existing signal conduit and identify the path for cabling to the controller cabinet.
- Design will be prepared at 1" = 40' on 11" x 17" plan sheets using MicroStation V8i. The design is anticipated to include the following plan sheets:
  - Proposed Traffic Signal Layout (1)
  - Traffic Signal Detail Sheets (1)
  - Applicable City of Allen and TxDOT Standard Details (Est. TBD)

#### **Task 11: Stacy Road & Watters Road**

**\$66,000 – Lump Sum**

Professional will perform the following tasks as part of the design:

- Survey on entire intersection, approximately 150' back from each stopbar and 450' back on the northern and southern medians.
  - Utilizing a subconsultant, Professional will provide professional surveying services in general accordance with current published TxDOT requirements as outlined below:

- Project scope will be from face of curb to right-of-way line of each identified intersection corner for a 50' distance along each corner, along with the northern and southern medians.
- Coordinate with Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey.
- Coordinate with City of Allen ([locates@cityofallen.org](mailto:locates@cityofallen.org)) to locate and mark existing City utilities prior to performing the field survey.
- Survey limits are not anticipated to extend onto private property.
- Perform topographic survey of the existing ground based on visible features and markers along the project limits identified above.
- Establish horizontal control points and a vertical control benchmark circuit as needed throughout the project. Set control points based on NAD-83.
- Gather existing right-of-way and easement information. Identify easements available through typical research methodologies (i.e. plats). Undocumented easements may not be identified. Title research may be performed as an additional service only upon written City authorization.
- Review topographic survey, available records from the City and information gathered from the franchise utilities.
- Compile above information into a survey base file to be used for the design.
- Base mapping for the northwest and southeast corners of the intersection
  - Professional will use MicroStation V8i, publicly available LiDAR data, aerial imagery, and as-built drawings where full survey and SUE are not performed to create a base file with critical roadway elements detailed below. This will form the basis for the design at locations where survey is not collected. The following base line work will be created to the best of our ability based on information available as part of this service:
    - Existing edges of pavement within the project limits
    - Location of existing traffic signal infrastructure within the project limits
    - Existing pavement markings within the project limits
- Site visit
  - Professional will perform a site visit to the intersection with City staff to review and verify existing signal infrastructure and other existing elements. Professional will review existing push button locations to determine if they are suitable for upgrade or additional design services will be needed.
- Two (2) new left-turn lanes for northbound and southbound approaches (assume 250' of storage and 150' transition) and modified median noses on Stacy to accommodate new turn lanes.
  - Professional will perform the following tasks as a part of the design:
    - Establish one (1) roadway centerline and develop up to two (2) iterations of proposed curb line geometry, sidewalk, and curb ramp locations based on the proposed improvements above.
    - Perform analysis of design vehicle turning movements for proposed left turn lanes to identify median nose location.
    - Specify one (1) pavement section based upon record drawings and City criteria.
    - Develop up to two (2) typical sections as needed to convey design intent.
    - Establish proposed pavement elevations. Paving improvements will be defined vertically by points. Professional assumes pavement elevations will be defined using existing cross slope and vertical profile, and therefore does not anticipate need for grading plan.

- Performing additional design for unforeseen constraints is beyond the scope of services. These may be performed as Additional Services upon written City authorization.
- Develop pavement marking and signing layout in accordance with City design standards and the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- Develop temporary traffic control plan in accordance with TxDOT design standards and the TMUTCD.
- Establish removal limits of existing pavement based on proposed improvements.
- Establish location for drainage lateral extensions and inlet replacements, as needed. Hydrologic and hydraulic analysis is beyond this scope of service. It is assumed that the current inlet size will be sufficient for the new improvements.
- Prepare erosion control plan using Best Management Practices (BMPs) from NPDES Phase II initiative. Professional does not anticipate any environmental permitting required as part of the scope of this contract.
- Minor adjustments to existing water valve boxes, existing sanitary manholes, etc. as dictated by the intersection improvements, will be specified in the plans. Water and sanitary sewer analysis and design is beyond this scope of service.
- Traffic signal improvements design
  - APS push buttons
    - Professional will design the intersection to show upgraded APS push buttons. The design will consist of installing APS push buttons in place of the existing push buttons. Professional will design the plans to use existing signal conduit and poles and identify the path for APS signal cabling to the controller cabinet. The design will include the APS message chart.
      - For budgetary purposes, it is assumed that for half of the push buttons, Professional will redesign ramp or sidewalk to meet clear floor space requirements and design new push button poles.
  - New traffic signal poles (northeast and southwest corners)
    - Professional will design the intersection to install new traffic signal poles on the northeast and southwest corners. Professional will design the plans to install new signal conduit and identify the path for signal cabling to the controller cabinet. The survey information will be used to identify the proposed signal pole location.
- Design will be prepared at 1" = 40' on 11" x 17" plan sheets using MicroStation V8i. The design is anticipated to include the following plan sheets:
  - Removal Plan (4)
  - Paving Plan Sheets, including project control data, pedestrian improvements, and minor utility adjustments (4)
  - Paving Details, including pavement section, median nose, etc. (1)
  - Proposed Pavement Marking & Signage Sheets (4)
  - Temporary Traffic Control Plan (4)
  - Erosion Control Plan (3)
  - City of Allen Erosion Control Narrative and Details (Est. 3)
  - Existing Traffic Signal Layout (1)
  - Proposed Traffic Signal Layout (1)
  - Traffic Signal Detail Sheets (3)
  - Applicable City of Allen and TxDOT Standard Details (Est. TBD)

**Design Deliverables**

The Professional's project deliverables will include the following:

1. 60% Submittal – The Professional will submit electronic PDF plans and specifications/special provisions in accordance with the 60% submittal format.
2. 90% Submittal – The Professional will provide electronic PDF plans, specifications/special provisions, and Opinion of Probable Construction Cost.
3. 100% (Draft) Submittal – The Professional will provide electronic PDF plans, specifications/special provisions, and Opinion of Probable Construction Cost.
4. 100% (Final) Submittal – The Professional will provide electronic PDF plans, specifications/special provisions, and Opinion of Probable Construction Cost.

Professional will prepare an Opinion of Probable Construction Cost for the proposed improvements outlined in the construction plans. Because the Professional does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Professional cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost.

The design will be prepared at 1" = 40' on 11" x 17" plan sheets using MicroStation V8i. The final design files will be delivered to the City in AutoCAD format.

**Task 12: Bid Phase Services****\$15,000 – Hourly (Fee + Expense)**

Professional will provide the following bid phase services with TxDOT, as authorized by the City. The budgeted fee for this task is based upon 50 hours of labor. Effort beyond 20 hours will be considered Additional Services, and the Professional will not proceed with performance of services beyond the hours budgeted without written authorization by the City. Specific tasks under this scope consist of:

- Prepare for and attend meetings with TxDOT as requested by the City.
- Address up to two (2) additional rounds of comments from TxDOT Dallas District.
- Assemble a bid item spreadsheet and up to two (2) special specifications that may be required.
- Prepare project manual and bidding documents.

**Task 13: Additional Design Services****\$10,000 – Hourly (Fee + Expense)**

Professional will provide the following additional design services on an as-needed basis, as directed by the City. The purpose of this task is to address unforeseen design items that may otherwise impact design schedule. Specific tasks under this scope consist of:

- Additional survey
- Custom pedestrian pole foundations
- Identifying new location for traffic signal cabinet (if existing cabinet location is not suitable), and necessary wiring and conduit updates

**Additional Services**

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Title research
- Preparation for and attendance of public meetings
- Preparation for and attendance of City Council meetings
- Photometric analysis of existing or proposed illumination improvements
- Meetings beyond those identified in this scope of services
- Assistance to the City as an expert witness in litigation in connection with the project or in hearings before approving and regulatory agencies
- Redesign to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor
- Construction phase services
- Landscape design
- Irrigation design
- Preparation and submit documents to Texas Department of Licensing and Regulation
- Franchise utility coordination
- Property owner coordination
- Paving horizontal and vertical design other than tasks specifically described above
- Storm drain design other than tasks specifically described above to verify existing system
- Water and sanitary sewer analysis and design
- Environmental permitting
- Traffic control plan design
- Response to contractor requests for information, clarifications, and interpretations
- Change orders
- Shop drawing reviews

**Information Provided by the City**

The Professional shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. Specific items the City will need to provide to the Professional are identified below:

- As-built drawings of project intersections
- Accompany Professional on site-visits to all locations that require adding or moving foundations or cabinet pads to identify preferred locations, constraints, and other possibly impacted field elements to be addressed
- Hardware details and specifications for control equipment desired to match latest City standards
- Review comments on plan submittals in accordance with project schedule, to maintain TxDOT deliverable schedule

**Schedule**

The Professional will work with the City to develop a mutually acceptable project schedule. The anticipated TxDOT letting date is June 2023, and the interim 60% submittal date is in October 2022.

## Fee and Expenses

### Lump Sum Tasks

The Professional will perform the specific tasks identified in this scope for the total lump sum fee below. Individual task amounts are informational only and may be reallocated as needed. All permitting, application, and similar project fees will be paid directly by the City.

<i>Task 1: Alma Drive &amp; Hedgecoxe Road</i>	<i>\$13,500</i>
<i>Task 2: Alma Drive &amp; Comanche Drive</i>	<i>\$12,600</i>
<i>Task 3: Bethany Drive &amp; Malone Road</i>	<i>\$15,300</i>
<i>Task 4: Exchange Parkway &amp; Andrews Parkway</i>	<i>\$12,600</i>
<i>Task 5: Greenville Avenue &amp; Ridgemont Drive</i>	<i>\$8,300</i>
<i>Task 6: Hedgecoxe Road &amp; Dutchess Drive</i>	<i>\$13,500</i>
<i>Task 7: Main Street &amp; Allen Heights Drive</i>	<i>\$26,800</i>
<i>Task 8: McDermott Drive &amp; Watters Road</i>	<i>\$6,100</i>
<i>Task 9: Stacy Road &amp; Andrews Parkway</i>	<i>\$13,500</i>
<i>Task 10: Stacy Road &amp; Chelsea Boulevard</i>	<i>\$6,800</i>
<i>Task 11: Stacy Road &amp; Watters Road</i>	<i>\$66,000</i>
<b>Total Lump Sum Fee</b>	<b><u>\$195,000</u></b>

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

### Hourly Tasks

The Professional will perform the services listed below on a labor fee plus expense basis, with the maximum fee not to exceed the total hourly fee below without prior authorization from City. Hourly task budgets are provided for budgetary purposes only and may be reallocated as needed.

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

<i>Task 12: Bid Phase Services</i>	<i>\$15,000</i>
<i>Task 13: Additional Design Services</i>	<i>\$10,000</i>
<b>Total Hourly Labor Fee</b>	<b>\$25,000</b>
<hr/>	
<b>TOTAL PROJECT BUDGET</b>	<b>\$220,000</b>

**Kimley-Horn and Associates, Inc.****Standard Rate Schedule**

(Hourly Rate)

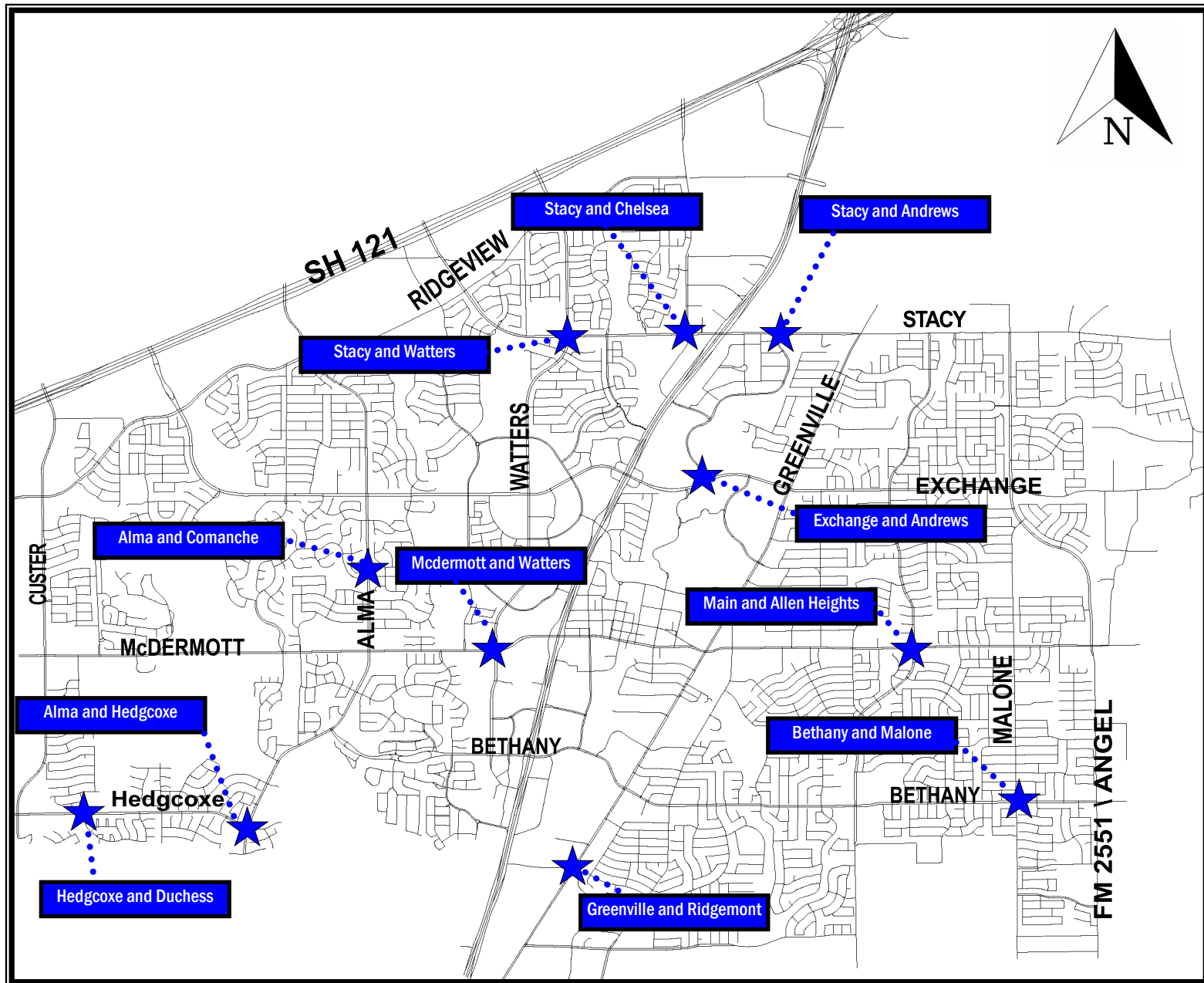
Analyst	\$150 - \$230
Professional	\$200 - \$275
Senior Professional I	\$240 - \$330
Senior Professional II	\$295 - \$350
Senior Technical Support	\$150 - \$260
Support Staff	\$105 - \$135
Technical Support	\$95 - \$140

Effective through December 31, 2022

Subject to periodic adjustment thereafter



Location Map CIP # ST2206  
Signal Improvement Design at  
Various Locations for TXDOT HSIP Grant Project



## CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

<b>AGENDA DATE:</b>	July 26, 2022
<b>AGENDA CAPTION:</b>	Authorize the City Manager to execute a contract with Hidell and Associates Architects, Inc., for Phase 2 Architectural Services of the expansion of the Allen Public Library for \$949,297.
<b>STAFF RESOURCE:</b>	Chris Flanigan, Director of Engineering Jeff Timbs, Director, Allen Public Library
<b>PREVIOUS COUNCIL ACTION:</b>	<p>On April 13, 2021, the City Council authorized the City Manager to Execute a Contract with Hidell and Associates for Phase 1 Architectural Services of the Expansion of the Allen Public Library.</p> <p>On April 12, 2022, the City Council Adopted Ordinance No. 3902-4-22 Authorizing the Issuance of General Obligation Bonds, Establishing Parameters for the Sale and Issuance of Such Bonds and Delegating Certain Matters to Authorized Officials of the City.</p>
<b>STRATEGIC PLANNING GOAL:</b>	Financially Sound and Transparent City Government.

### **BACKGROUND**

The Allen Public Library opened in its current location in February 2005. Due to increasing community population growth and historical and projected per capita increases in library usage, expansion and renovation of the library are needed to continue serving the cultural, social, informational, and lifelong learning requirements of Allen citizens from the near future through eventual build-out population.

Voters approved a total of \$16.045 million dollars in the 2016 General Obligation bond election, for the architectural design, site development, and construction of an expanded, renovated, and updated library within the existing site.

The City released a Request for Qualifications for architectural services in December 2020. Ten architectural firms responded by January 15, 2021. A panel of four representatives from the Community Services, Engineering, and Library departments individually and anonymously scored each firm for experience and qualifications, demonstrated ability to meet City design and construction objectives; demonstrated ability to lead a public engagement process; references; and proposed project team. The three highest scoring firms were invited to interview in February with representatives from Engineering, Purchasing, and the Library who subsequently ranked the three firms based on these five criteria.

Hidell and Associates (HAA) was the recommended firm selected for further fee negotiation. Phase 1 consisted of pre-design and conceptual design services from Hidell and Associates including focus groups with and surveys of the Mayor-appointed steering committee and Library staff; tours of four

North Texas public libraries with the committee members; preparation of two public surveys; the promulgation and analysis of resulting data; and the development of recommendations based on the surveys. The first public survey, conducted for one month from July 27 through August 27, 2021, had 1343 participants. The second survey took place for approximately five weeks from February 22 through March 31, 2022, receiving 649 participants.

During Phase 1, the architects engaged the Library staff in an iterative conceptual design process based on needs identified through public engagement, functionality, practicality, flexibility, and estimated construction costs. The ninth conceptual design iteration was presented to the steering committee, Library staff, the Allen Library Endowment Fund Board, and the Library Advisory Board, concluding with the City Council at the March 8, 2022 workshop. Phase 1 also included submissions to and reviews by the Central Business District Design Review Committee and the Technical Review Committee.

The completion of Phase 1 design services has led us now to engage HAA for Phase 2 services to prepare the project for construction. Fundamentally, the contract under consideration consists of schematic and detailed design development, preparation of construction documents, assisting with solicitation of bids, and construction administration services (i.e. basic services). Embedded within their proposal are ancillary professional services related to furniture selection, civil engineering, landscape design, structural design, and mechanical (HVAC and electrical) design (i.e. supplemental services).

**Itemized breakdown of fees by category**

Basic Services	\$780,440
Supplemental Services	\$135,357
As-built drawing Services	\$15,500
Reimbursable Services	\$18,000

**TOTAL   \$949,297**

**BUDGETARY IMPACT**

This contract will be funded by General Obligation Bonds, Series 22 issued on April 12, 2022.

**STAFF RECOMMENDATION**

Staff recommends City Council authorize the City Manager to execute a contract with Hidell and Associates Architects for Phase 2 architectural services of the expansion of the Allen Public Library for \$949,297.

**MOTION**

*I make a motion to authorize the City Manager to execute a contract with Hidell and Associates Architects for Phase 2 Architectural Services of the expansion of the Allen Public Library for \$949,297.*

**ATTACHMENT(S)**

[Agreement](#)

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

This agreement (“Agreement”) is made by and between the City of Allen, Texas (“City”) and Hidell And Associates Architects, Inc. a Texas Corporation (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist the City in Phase 2 Architectural Services for the Allen Public Library Expansion (the “Project”) on the terms and conditions set forth in this Agreement; and

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

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

**Article I**  
**Term**

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

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

**Article II**  
**Scope of Service**

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services. The Professional shall perform the services: (i) with the professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be. If the Professional is not a licensed engineer or registered architect, the Professional shall perform the services: (i) with the

skill and care ordinarily provided by similar consultants practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent consultants.

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

2.3 Licenses. Professional represents to City that Professional possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Professional's services pursuant to this Agreement.

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

2.5 Upon execution of this Agreement the City has the right to use the Professional's instruments of service, including but not limited to reports, maps, cost estimates, recommendations or other deliverables for the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's employees, agents, contractors and subcontractors may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Professional hereunder, all deliverables, materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such deliverables, materials and reports only for those purposes for which they were intended. Subject to the foregoing, Professional shall, upon completion of the services, or earlier termination, provide the City with the deliverables, drawings, reports, maps, and materials prepared by Professional as set forth in the Scope of Services.

### **Article III Schedule of Work**

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

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

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the

rates charges for such service, reimbursable expenses, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein. The final payment of the compensation shall be made after satisfactory completion of the services following the City acceptance of the study, report, recommendation or other work set forth in the Scope of Services, and the submittal of "AS BUILT" drawings, or record drawings, as applicable.

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

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

## **Article V**

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

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

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

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

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

## **Article VI Miscellaneous**

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

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

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

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

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

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

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

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

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

If intended for City:

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

With a copy to:

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

If intended for Professional:

**Hidell And Associates Architects, Inc.**

Attn: William H. Hidell, AIA  
President, Principal-in-Charge  
3033 Kellway Drive, Suite 120  
Carrollton, Texas 75006  
214-215-0951 - telephone

6.10 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a commercial general liability policy of insurance for bodily injury, death and property damage including the property of the City, its council, officers, contractors, agents and employees (collectively referred to as the “City”) insuring against all claims, demands or actions relating to the work and services provided by the Professional pursuant to this Agreement with a minimum limit per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations; (ii) automobile liability insurance covering all vehicles owned, non-owned and hired and/or operated by Professional, its officers, agents, independent contractors and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage; (iii) statutory Worker’s Compensation and Employers Liability covering all of Professional’s employees involved in the provision of services under



this Agreement with policy limit of not less than \$1,000,000.00; and (iv) Professional Liability with policy limit of not less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, covering negligent acts, errors and omissions by Professional, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement. Such professional liability insurance shall be annually renewed and remain in effect for not less than twenty-four (24) months after substantial completion of the services.

- (b) All insurance shall be endorsed to provide the following provisions: (1) name the City, its council, officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Consultant shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. All policies must be written on a primary basis, non-contributory with any insurance coverage and/or self-insurance maintained by the City
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Professional shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Professional by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this contract as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury

under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.

- (b) If during the contract period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City of Allen.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform the City of Allen of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

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

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS.

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

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

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

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

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF ALLEN, TEXAS**

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

**ATTEST:**


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

**APPROVED AS TO FORM:**

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

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Hidell And Associates Architects, Inc.

By:  \_\_\_\_\_  
Name William H. Hidell, AIA  
Title: President, Principal-in-Charge

## CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

<b>AGENDA DATE:</b>	July 26, 2022
<b>AGENDA CAPTION:</b>	Authorize the City Manager to execute an agreement with Brinkley Sargent Wiginton Architects, Inc., for architectural/engineering services for design of the new City of Allen Police Headquarters for \$3,901,000.
<b>STAFF RESOURCE:</b>	Chris Flanigan, Director of Engineering Brian Harvey, Chief of Police
<b>STRATEGIC PLANNING GOAL:</b>	Financially Sound and Transparent City Government.

### **BACKGROUND**

The original Police Department Headquarters was designed in 1987 by Hidell Architects and constructed in 1988, at the time the facility consisted of a single-story building with a large open-air atrium. The building was about 15,400 square feet and housed the Allen Jail and Police Offices. Knowing the need for expanding the building was constructed with support systems that would allow a second level to be added at a later date.

By 2000, the facility was already beyond capacity and Pro Forma Architects designed an expansion to the Police Headquarters that enclosed the central atrium, adding around 3,500 sq. ft. to the first floor and 17,000 square feet of space to the second floor. The result was a larger 36,000 square-foot Police Headquarters.

The department's growing pressure in 2010 lead to additional expansion, moving the facility's HVAC and Mechanical equipment out of the main building into additional constructed areas, providing an additional 1,500 square feet of space and bringing the area to its current 37,642 square feet. Since then, supply closets have been turned into offices, and any available space was made use of as the department grew to meet the needs of the City of Allen. Staffing projections used by law enforcement for proper department size require additional personnel, but no ability to office, train, meet and oversee the increased force in the existing facility.

Between January and March 2022, the City received qualifications from multiple architectural firms and invited two firms to interview for the design and contract. A panel of six (6) representatives from different city departments with the assistance of an expert consultant were present during each interview, who anonymously scored each firm in the categories of creativity, design, experience, references, and proposed project team. Brinkley Sargent Wiginton Architects, referred to as BSW, was the recommended firm selected for further negotiation of fees by a unanimous panel.

Staff then engaged BSW in negotiations for scope, scale and size of the project. The first phase to be conducted will be a planning phase as the firm reviews the city's existing departments and their needs projected out over the next 20-30 years. The purpose of this was to avoid the costly expansions and renovations that were required to the original Police Headquarters every five to six years previously. The facility size anticipated for this could potentially be a 70,000 square-foot facility and would be located where the former AISD Service Center was formerly located (currently where Allen

Community Outreach operates on Butler Drive). This initial planning phase will be crucial, to developing reliable estimates, drawings, and renderings, from which to potentially solicit voter approval for funding this project in a future bond election.

If approved by the voters, it is anticipated the new facility would be a state-of-the-art, secure, and public-facing Police Headquarters that would continue to fit with the form and function of the existing civic campus. The contract is structured in such a way that the entire contract amount would not be expended if the community elects not to proceed with the project at election time.

Although devisable, if necessary, the contract and scope are also all-inclusive for design services, from start to finish, including BSW providing design drawings, bidding, estimating, and construction administration services. The contract is comprehensive in scope, including such professional services beyond architectural design, such as civil engineering (site planning), landscape architecture, interior design, structural design, mechanical/electrical design, and so forth (listed as Supplementary Services).

**Itemized breakdown of the contract fees**

Phase 1: Schematic Design/Programming	\$ 629,300
Phase 2: Design Development	\$ 786,625
Phase 3: Construction Documents	\$ 943,950
Phase 4: Bidding	\$ 157,325
Phase 5: Construction Administration	\$ 629,300
Direct Cost Reimbursables	\$ 63,730

**Architectural Subtotal** **\$ 3,210,230**

Programming Fee	\$ 90,000
Civil Surveying/Engineering	\$ 166,000
Technology Engineering	\$ 162,000
Interior Furnishment/Procurement	\$ 211,500
Misc Services	\$ 61,270
Supplementary Services Subtotal	\$ 690,770

**Total Contract** **\$3,901,000**

**BUDGETARY IMPACT**

This project is being funded with American Recovery Plan Act funds (\$2.3 million) and PayGo (non-bond) funds (\$1.6 million).

The non-bond funding is recommended to be replaced next year with general obligation bond funding, which can be sold from the 2016 GO Bond Authorization for the Public Safety Proposition (\$3.3 million remains unspent from that authorization).

**STAFF RECOMMENDATION**

Staff recommends that Council authorize the City Manager to execute an agreement with Brinkley

Sargent Wiginton Architects for architectural/engineering services for the design of the new City of Allen Police Headquarters for \$3,901,000.

**MOTION**

*I make a motion to authorize the City Manager to execute an agreement with Brinkley Sargent Wiginton Architects for architectural/engineering services for the design of the new headquarters for the Allen Police Department for \$3,901,000.*

**ATTACHMENT(S)**

[Agreement](#)  
[PDHQ 2 Location map](#)

STATE OF TEXAS           §  
                                     §  
COUNTY OF COLLIN     §

**AGREEMENT FOR PROFESSIONAL SERVICES**

This agreement (“Agreement”) is made by and between the City of Allen, Texas (“City”) and Brinkley Sargent Wiginton Architects, Inc., a Texas Corporation (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist the City in a new Allen Police Department Building (the “Project”) on the terms and conditions set forth in this Agreement; and

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

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

**Article I**  
**Term**

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

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

**Article II**  
**Scope of Service**

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services. The Professional shall perform the services: (i) with the professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be. If the Professional is not a licensed engineer or registered architect, the Professional shall perform the services: (i) with the

skill and care ordinarily provided by similar consultants practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent consultants.

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

2.3 Licenses. Professional represents to City that Professional possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Professional's services pursuant to this Agreement.

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

2.5 Upon execution of this Agreement the City has the right to use the Professional's instruments of service, including but not limited to reports, maps, cost estimates, recommendations or other deliverables for the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's employees, agents, contractors and subcontractors may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Professional hereunder, all deliverables, materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such deliverables, materials and reports only for those purposes for which they were intended. Subject to the foregoing, Professional shall, upon completion of the services, or earlier termination, provide the City with the deliverables, drawings, reports, maps, and materials prepared by Professional as set forth in the Scope of Services.

### **Article III Schedule of Work**

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

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

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees,



agents, contractors performing the services, the time worked, the actual services performed, the rates charges for such service, reimbursable expenses, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein. The final payment of the compensation shall be made after satisfactory completion of the services following the City acceptance of the study, report, recommendation or other work set forth in the Scope of Services, and the submittal of “AS BUILT” drawings, or record drawings, as applicable.

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

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

## **Article V**

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

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

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

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

5.4 The Professional shall submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished

and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

## **Article VI Miscellaneous**

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

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

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

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

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

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

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

6.8 Right-of-Access. The Professional shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Professional will take reasonable precautions to minimize damage to the private and public

property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

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

If intended for City:

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

With a copy to:

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

If intended for Professional:

**Brinkley Sargent Wiginton  
Architects Inc.**

Attn: Hal Sargent  
5000 Quorum Dr.  
Ste. 600  
Dallas, TX 75254  
972-960-9770 - telephone

6.10 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a commercial general liability policy of insurance for bodily injury, death and property damage including the property of the City, its council, officers, contractors, agents and employees (collectively referred to as the “City”) insuring against all claims, demands or actions relating to the work and services provided by the Professional pursuant to this Agreement with a minimum limit per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations; (ii) automobile liability insurance covering all vehicles owned, non-owned and hired and/or operated by Professional, its officers, agents, independent contractors and employees, and used in the performance of this Agreement with policy limits

of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage; (iii) statutory Worker's Compensation and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00; and (iv) Professional Liability with policy limit of not less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, covering negligent acts, errors and omissions by Professional, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement. Such professional liability insurance shall be annually renewed and remain in effect for not less than twenty-four (24) months after substantial completion of the services.

- (b) All insurance shall be endorsed to provide the following provisions: (1) name the City, its council, officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Consultant shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. All policies must be written on a primary basis, non-contributory with any insurance coverage and/or self-insurance maintained by the City
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Professional shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Professional by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

6.11 Debarment and Suspension.

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

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

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS.

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

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

of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

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

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

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

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

*(Signature Page to Follow)*

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF ALLEN, TEXAS**

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

**ATTEST:**

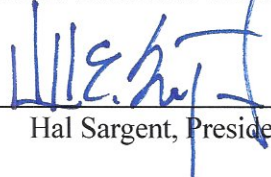
By: \_\_\_\_\_  
Shelley B. George, City Secretary

**APPROVED AS TO FORM:**

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

EXECUTED this 13<sup>th</sup> day of JULY, 2022.

**BRINKLEY SARGENT WIGINTON ARCHITECTS, INC.**

By:   
Hal Sargent, President

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



# PROPOSAL

## ALLEN POLICE BUILDING SERVICES AND COMPENSATION

### BASIC AND SUPPLEMENTAL SERVICES INCLUDED IN THE CONTRACT SCOPE OF WORK

#### BASIC A/E SERVICES: FEE \$3,146,500

Architectural, Mechanical, Electrical and Plumbing Engineering Services (Ref. Exhibit A), and Structural Engineering (Ref. Exhibit B). Fees to be billed monthly by percent complete of each phase as follows:

Section 3.2	Schematic Design Phase	20%
Section 3.3	Design Development	25%
Section 3.4	Construction Document Phase	30%
Section 3.5	Bidding Phase	5%
Section 3.6	Construction Administration Phase	20%
Total		100%

The initial A/E Basic Services Fee is set at \$3,146,500 for contractual purposes. Basic services fee represents 7.25% of construction budget. This fee is based upon a 70,000 S.F facility as described in VAI Architects study dated August 8, 2018.

**NOTE:** Construction is anticipated to last 24 months. Project meetings will occur every 2 weeks. Should construction proceed beyond 26 months, through no fault of the Architect, the Architect reserves the right to request additional services from the client based upon a per month fee of \$22,000.

#### ADDITIONAL SERVICES TO BE PROVIDED:

1. Section 4.2.1 – Programming: Fee \$90,000  
Development of a program of spaces and parking count for use in Design Phase. Services to be billed hourly.
2. Section 4.2.3 – As Constructed Record Drawings: Fee \$11,000  
Prepare a set of electronic documents showing significant changes in the work during construction from data furnished by Contractor. Update electronic files with all changes issued during construction by Architect and consultant team.
3. Public Meetings: Fee \$4,000  
Architectural participation in Public Meetings beyond City Council. It is anticipated that Strategic Planner and Project Manager attendance will be required. Fee will be billed hourly for a maximum of three meetings.
4. Civil Off-Site Services  
No Off-Site Services have been identified at this time.
5. Exhibit B – ICC-500 Storm Shelter: Fee \$15,000  
Structural Engineering Additional Services
6. Exhibit C – Civil Surveying Services: Fee \$45,000  
Site Topographical Survey, Site Boundary Determination, Preliminary and Final Plat.
7. Exhibit C – Civil Engineering On-Site Services: Fee \$121,000  
Services include grading, drainage design, site utilities, paving and dimensional control, erosion control, specifications, and construction administration.

8. Exhibit D – Accessibility Consulting Services: Fee \$5,270  
Review of project to meet Texas Accessibility Standards (TAS). Review of design development documents by state approved firm for conformance to TAS requirements. Development of a substantial completion punch list report for contractor TAS conformance. State mandated construction document review and final state mandated site inspection report.
9. Exhibit E – Technology Systems Design Services: Fee \$162,000  
Design of Communications Infrastructure. Video surveillance, and electronic security systems. Services will also include Audio/Visual Consultation and Acoustical Design. Code required Distributed Antenna System (DAS) is also included.
10. Exhibit F – Landscape Design Services: Fee \$26,000  
Complete landscape and irrigation system design.
11. Exhibit G – Interior Design and Furniture Selection/Procurement Services: Fee \$211,500  
Interior finishes selection, documentation, presentations, specifications, and shop drawing review (60,000 S.F. @ 1.40/S.F – \$84,000). Selection, specification and assistance in procurement of new furniture item. Installation coordination and final punch list. (8½% of \$1,500,000 Budget - \$127,500). Exercise Equipment Selection and procurement is not included in services.
12. Cost Estimating Services:  
Should the City require detailed Cost Estimating beyond Article 6.3, a consultant will be hired to provide these services.
13. LEED Services  
Not required on this project
14. Existing Police Building Renovations  
Not included in this Scope of Work

#### SUPPLEMENTARY SERVICES FEES

All fees associated with supplemental services are to be considered as a “not to exceed amount”. Any increases for supplemental services may only be done with authorization of the Owner. In addition, all work to be performed under supplemental services will only be billed for the actual work performed even if considered as lump sum fee. Any reduction in the scope of work, tasks to be completed or change to the desired duties performed by the provider of the supplemental services will have a corresponding reduction on the fee charged for those services. Any supplemental service may be reduced or eliminated by the Owner after consultation with the Architect as long as such reduction or elimination occurs prior to performance of such work.

#### REIMBURSABLE EXPENSES: BUDGET ESTIMATE \$63,730

Project related expenses will be billed at cost plus 10%. Budget includes some cost items over which architect has minimal control and therefore this budget is an estimate and may be adjusted with Owner approval. Budget assumes subcontractor bidding documents will be electronic and no paper reproduction costs are included herein.

#### FEE SUMMARY

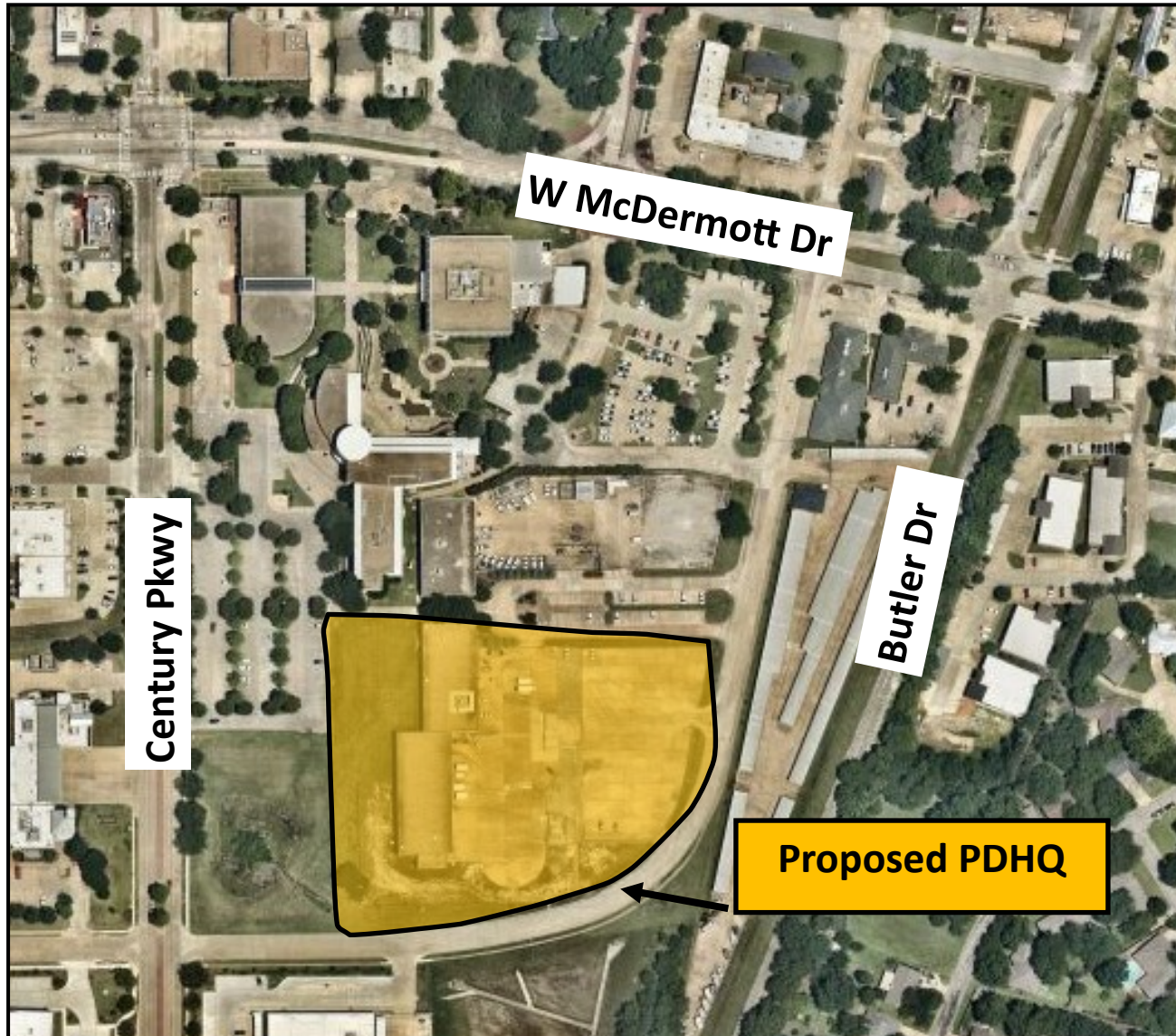
A. Basic Services	\$3,146,500	
B. Supplementary Services	<u>\$ 690,770</u>	
<i>Total Professional Services</i>		<i>\$3,837,270</i>
C. Reimbursable Budget		<u>\$ 63,730</u>
<b>Total Contract</b>		<b>\$3,901,000</b>

SCOPE OF WORK ASSUMPTIONS

- A. Geotechnical report provided by Owner.
- B. Materials testing services during construction to be provided by Owner.
- C. Commissioning services by Owner
- D. ICC-500 Peer Review services by Owner

# Location Map

## Proposed New PDHQ



## CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

<b>AGENDA DATE:</b>	July 26, 2022
<b>AGENDA CAPTION:</b>	Adopt a Resolution establishing a schedule for fees and rates for the Parks and Recreation membership and rentals.
<b>STAFF RESOURCE:</b>	Kate Meacham, Director of Parks and Recreation Teresa Thomason, Assistant Director Parks and Recreation
<b>BOARD/COMMISSION ACTION:</b>	On June 27, 2022, Parks and Recreation Board recommended City Council approve a resolution amending the Parks and Recreation Fees.
<b>PREVIOUS COUNCIL ACTION:</b>	The City Council last amended fees in the schedule with the adoption of Resolution No. 3457-2-17(R).
<b>STRATEGIC PLANNING GOAL:</b>	Financially Sound and Transparent City Government.

### **BACKGROUND**

A major update to the Parks and Recreation Department Fee Schedule has not occurred for over fifteen years. Thus, over the past four months, Parks and Recreation staff have reviewed the current fee structure and collected data from the surrounding cities and private sector for market comparison.

Fees that are specifically proposed to be updated by this action include Facility Memberships, Field Rentals, Pavilion Rentals, and Room Rentals. Proposed changes to the membership fee structure include reoccurring monthly billed memberships with the option to discontinue with 30-days written notice. Memberships will now include non-specialty group exercise classes. As the Parks and Recreation Department brings the Stephen G. Terrell Recreation Center online in FY23, this new structure will align with the new building and allow for consistency among all recreational facilities. Rental fees (rooms, pavilions, and fields) have also been adjusted to be in line with the current market rate.

Fees associated with Park Ordinances are currently being reviewed and will be brought to City Council for consideration this fall. The Fee Schedule does not include any "program" fees as they are set per market rates.

Parks and Recreation Staff presented the proposed rates to the Parks and Recreation Board on June 27, 2022 with an overwhelmingly positive response. Parks and Recreation Board recommended Council approval of the fee changes as presented 5-0.

On July 12, 2022, Council received an overview and discussed the proposed fee schedule in Council Workshop.

Once approved, the new fee schedule will take effect January 1, 2023. Fees that are affiliated with ordinances will be presented this fall, with an effective date of January 1, 2023 as well.

### **BUDGETARY IMPACT**

Adjusted fees are projected to generate an additional \$600,000 in revenue in FY24.

### **STAFF RECOMMENDATION**

Staff recommends that the City Council adopt a resolution establishing a schedule for fees and rates for the Parks and Recreation membership and rentals.

### **MOTION**

*I make a motion to adopt Resolution No. \_\_\_\_\_ establishing a schedule for fees and rates for the Parks and Recreation membership and rentals.*

### **ATTACHMENT(S)**

Resolution  
Fee Schedule - Proposed

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ESTABLISHING A SCHEDULE FOR FEES AND RATES FOR PARKS AND RECREATION MEMBERSHIPS AND RENTALS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Code of Ordinances of the City of Allen authorizes the City Council to amend the fees and rates for Parks and Recreation memberships and rentals by Resolution.

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

**SECTION 1.** The City Council of the City of Allen, Texas, hereby establishes the following schedule for fees and rates for Parks and Recreations memberships and rentals.

**1. MEMBERSHIPS**

**a. Annual Memberships**

<b>Membership</b>	<b>Annual Fee</b>	<b>Non-Resident Annual Fee</b>	<b>Additional Information</b>
Allen Senior Recreation Center (ASRC)	\$5.00	\$24.00	
The Courses at Watters Creek	\$3,000.00	\$3,500.00	\$800/additional family member

**b. Monthly Memberships**

<b>Don Rodenbaugh Natatorium (DRC)</b>	<b>Resident Monthly Fee</b>	<b>Non-Resident Monthly Fee</b>	<b>Additional Information</b>
Adult (18-59 yrs)	\$20.00	\$28.00	
Youth (3-17 yrs)	\$15.00	\$21.00	
Senior (60 yrs +)	\$15.00	\$21.00	
Family	\$55.00	\$77.00	

<b>Joe Farmer Recreation Center (JFRC)</b>	<b>Resident Monthly Fee</b>	<b>Non-Resident Monthly Fee</b>	<b>Additional Information</b>
Adult (18-59 yrs)	\$10.00	\$14.00	
Youth (3-17 yrs)	\$5.00	\$7.00	
Senior (60 yrs +)	\$5.00	\$7.00	
Family	\$25.00	\$35.00	

<b>Stephen Terrell Recreation Center (STRC)</b>	<b>Resident Monthly Fee</b>	<b>Non-Resident Monthly Fee</b>	<b>Additional Information</b>
Adult (18-59 yrs)	\$58.00	\$81.00	
Youth (3-17 yrs)	\$35.00	\$49.00	
Senior (60 yrs +)	\$35.00	\$49.00	
Family	\$85.00	\$115.00	

**Stephen Terrell Recreation Center  
(STRC) Continued**

	<b>Resident Monthly Fee</b>	<b>Non-Resident Monthly Fee</b>	<b>Additional Information</b>
One-Time Service Fee on memberships	\$75.00	\$75.00	Waived for military/veterans
NOTE: Ford Pool Membership is included with monthly membership for Allen Senior Recreation Center, Joe Farmer Recreation Center, Don Rodenbaugh Natatorium, and Stephen G. Terrell Recreation Center.			

**c. Day Passes**

<b>Day Pass</b>	<b>Resident Fee</b>	<b>Non-resident Fee</b>	<b>Additional Information</b>
DRN and JFRC, Adult	\$8.00	\$11.00	
DRN and JFRC, Youth/Senior	\$5.00	\$7.00	
DRN and JFRC, Family	\$12.00	\$17.00	
ASRC	N/A	\$5.00	
Ford Pool	\$3.00	\$5.00	
Ford Pool, Season Pass, Individual	\$65.00	\$100.00	
Ford Pool Season Pass, Family	\$200.00	\$300.00	
STRC, Youth/Senior	\$9.00	\$13.00	
STRC, Adult	\$12.00	\$17.00	
STRC, Family	\$20.00	\$28.00	
STRC, Groups 15+	\$8.00	\$8.00	Per each member of the group

**2. RENTALS**

**PAVILIONS**

	<b>Resident Hourly Rate</b>	<b>Non-Resident Hourly Rate</b>	<b>Deposit</b>
Amenities @ Joe Farmer	\$55.00	\$80.00	\$50.00
Bethany Lakes	\$55.00	\$80.00	\$50.00
Bethany Ridge	\$45.00	\$65.00	\$50.00
Bradford Crossing	\$45.00	\$65.00	\$50.00
Celebration A	\$55.00	\$80.00	\$50.00
Celebration B	\$55.00	\$80.00	\$50.00
Dayspring Nature Preserve A	\$45.00	\$65.00	\$50.00
Dayspring Nature Preserve B	\$55.00	\$80.00	\$50.00
Ford - East	\$55.00	\$80.00	\$50.00
Ford - West	\$55.00	\$80.00	\$50.00
Glendover	\$45.00	\$65.00	\$50.00
Green	\$45.00	\$65.00	\$50.00
Lost Creek	\$45.00	\$65.00	\$50.00
Lost Creek - The Bluffs	\$45.00	\$65.00	\$50.00
Orchards Park	\$45.00	\$65.00	\$50.00
Quail Run	\$45.00	\$65.00	\$50.00
Stacy Ridge	\$45.00	\$65.00	\$50.00
Story	\$45.00	\$65.00	\$50.00
Sun Creek	\$45.00	\$65.00	\$50.00
Waters Crossing	\$45.00	\$65.00	\$50.00



<b>COMMUNITY FACILITIES</b>			
	<b>Resident</b>	<b>Non-Resident</b>	
	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Deposit</b>
Community Room, Business Hours	\$45.00	\$65.00	N/A
Community Room, After Hours	\$65.00	\$95.00	N/A
<b>NATATORIUM</b>			
	<b>Member</b>	<b>Non-Member</b>	
	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Deposit</b>
Party Room, Half Room (25 people)	\$60.00	\$84.00	\$100.00
Party Room, Whole Room (50 people)	\$95.00	\$133.00	\$100.00
Covered Patio, Half Patio (25 people)	\$55.00	\$77.00	\$100.00
Covered Patio, Whole Patio (50 people)	\$80.00	\$112.00	\$100.00
Leisure Pool, After Hours (2-hour min)	\$300.00	\$420.00	\$100.00
Lap Pool, After Hours	\$200.00	\$280.00	\$100.00
Lap Pool, Single Lane	\$12.00	\$17.00	\$100.00
Climbing Wall, After Hours	\$165.00	\$231.00	\$100.00
<b>ALLEN SENIOR RECREATION CENTER</b>			
	<b>Member</b>	<b>Non-Member</b>	
	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Deposit</b>
Multi-Purpose Room	\$240.00	\$336.00	\$300.00
Multi-Purpose Room - 1 Section	\$115.00	\$161.00	\$100.00
Multi-Purpose Room - 2 Sections	\$165.00	\$231.00	\$200.00
Classroom A or B	\$70.00	\$98.00	\$100.00
Classroom A and B	\$120.00	\$168.00	\$100.00
<b>ALLEN SENIOR RECREATION CENTER</b>			
	<b>Member</b>	<b>Non-Member</b>	
	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Deposit</b>
Set-up/Take Down Flat Fee	\$180.00	\$180.00	N/A
<b>JOE FARMER RECREATION CENTER</b>			
	<b>Member</b>	<b>Non-Member</b>	
	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Deposit</b>
Lakeside Clubhouse, Business Hours	\$70.00	\$98.00	\$100.00
Amenities Center @ Joe Farmer (includes pavilion)	\$120.00	\$168.00	\$100.00
Meeting Room A or B	\$70.00	\$98.00	\$100.00
Meeting Room A and B	\$120.00	\$168.00	\$100.00
Hillside Amphitheatre (Minimum of 2 hours)	\$140.00	\$196.00	\$250.00
Gymnasium (after hours only/min 2 hours)	\$100.00	\$140.00	\$100.00
<b>THE EDGE VISITOR CENTER</b>			
	<b>Resident</b>	<b>Non-Resident</b>	
	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Deposit</b>
Lobby	\$95.00	\$133.00	\$100.00
Activity Room	\$75.00	\$105.00	\$100.00
Rink Rentals	<b>Resident</b>	<b>Non-Resident</b>	
	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Deposit</b>
Rink Rental	\$30.00	\$42.00	\$50.00
Skate Park, 2-hour minimum	\$220.00	\$308.00	\$500.00

<b>ATHLETICS</b>	<b>Resident Hourly Rate</b>	<b>Non-Resident Hourly Rate</b>	<b>Deposit</b>
<b>Reservations, ball fields</b>			
Turf Field Rate	\$30.00	\$60.00	N/A
Grass Field Rate	\$20.00	\$40.00	N/A
Light Rate	\$10.00	\$20.00	N/A
<b>Tournaments</b>	<b>Team Rate</b>	<b>Field Rate</b>	<b>Light Rate</b>
Allen (Grass) - Football/Soccer	N/A	\$1,000 per day	N/A
Allen (Grass) - Baseball & Softball	N/A	\$1,000 per day \$1,200 per day (tournament ends before dusk)	N/A
Allen (Turf) - Softball	N/A	\$1,500 per day (tournament ends after dusk)	N/A
Natural Grass Field	\$250/Day	N/A	\$100 per field (\$50 non- refundable).
Artificial Turf Fields	\$1,200/Day	Softball four- field complex includes initial field set-up and tournament concluding prior 6PM or \$1,400 per day for the softball four-field complex includes initial field set-up and tournament concluding after 6PM.	\$500 per four-field softball complex (\$200 non- refundable).
Temporary Fencing	\$125.00/Field	\$125.00/Field	N/A
Staffing Fees, per staff	\$30.00/Hour	\$30.00/Hour	NOTE: Adult tournaments will require two (2) staff members so staffing fees will be doubled.

<b>The Courses at Watters Creek (TCWC)</b>	<b>Resident Hourly Rate</b>	<b>Non-Resident hourly rate</b>	<b>Deposit</b>
Pavilion*	\$200.00	\$280.00	N/A
*If catering with TCWC \$50.00 Discount on Rental per Hour			

<b>Ford Pool Cabanas</b>	<b>Resident Hourly Rate</b>	<b>Non-Resident Hourly Rate</b>	<b>Deposit</b>
Pavilion A	\$50.00	\$70.00	N/A
Pavilion B & C	\$40.00	\$56.00	N/A
Pool Rental - 2 hours (up to 200 people)	\$600.00	\$840.00	N/A
Additional Attendee	\$3/person	\$3/person	
Commercial Uses			

<b>Commercial Photography Use</b>	<b>Resident Rate</b>	<b>Non-Resident Rate</b>	<b>Deposit</b>
Skate Park, Commercial Use	\$500/Full Day	\$700/Full Day	\$500.00
Commercial Photography Use	\$500/Full Day	\$500/Full Day	
Special Event Application (additional fees may apply)	\$150.00		

### **3. Definitions.**

**Family:** A family constitutes at least one, no more than two, adult heads of household and his/her dependents that are 26 years of age or younger in school or living at home. It also includes persons with special needs living as a single housekeeping unit at the same address.

**Program Rates:** Any other fee-based services not defined within the schedule of fees will be established by the Parks and Recreation Director based on current market rates.

**Resident:** To qualify for the resident membership fee, your home or business must be located within Allen city limits and your property taxes must be paid to the City of Allen.

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

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

**SECTION 4.** This Resolution shall take effect from and after its passage except that service fees established herein shall take effect for services provided beginning January 1, 2023.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 26<sup>TH</sup> DAY OF JULY 2022.**

**APPROVED:**

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**Kenneth M. Fulk, MAYOR**

**ATTEST:**

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**Shelley B. George, CITY SECRETARY**

RENTALS				
Pavilions		Resident Hourly Rate	Non-Resident Hourly Rate	Deposit
	Amenities @ Joe Farmer	\$55.00	\$80.00	\$50.00
	Bethany Lakes	\$55.00	\$80.00	\$50.00
	Bethany Ridge	\$45.00	\$65.00	\$50.00
	Bradford Crossing	\$45.00	\$65.00	\$50.00
	Celebration A	\$55.00	\$80.00	\$50.00
	Celebration B	\$55.00	\$80.00	\$50.00
	Dayspring Nature Preserve A	\$45.00	\$65.00	\$50.00
	Dayspring Nature Preserve B	\$55.00	\$80.00	\$50.00
	Ford - East	\$55.00	\$80.00	\$50.00
	Ford - West	\$55.00	\$80.00	\$50.00
	Glendover	\$45.00	\$65.00	\$50.00
	Green	\$45.00	\$65.00	\$50.00
	Lost Creek	\$45.00	\$65.00	\$50.00
	Lost Creek - The Bluffs	\$45.00	\$65.00	\$50.00
	Orchards Park	\$45.00	\$65.00	\$50.00
	Quail Run	\$45.00	\$65.00	\$50.00
	Stacy Ridge	\$45.00	\$65.00	\$50.00
	Story	\$45.00	\$65.00	\$50.00
	Sun Creek	\$45.00	\$65.00	\$50.00
	Waters Crossing	\$45.00	\$65.00	\$50.00
Facilities	COMMUNITY FACILITIES	Resident Hourly Rate	Non-Resident Hourly Rate	Deposit
	Community Room, Business Hours	\$45.00	\$65.00	N/A
	Community Room, After Hours	\$65.00	\$95.00	N/A
Natatorium		Member Hourly Rate	Non-Member Hourly Rate	Deposit
	Party Room, Half Room (25 people)	\$60.00	\$84.00	\$100.00
	PartyRoom, Whole Room (50 people)	\$95.00	\$133.00	\$100.00
	Covered Patio, Half Patio (25 people)	\$55.00	\$77.00	\$100.00
	Covered Patio, Whole Patio (50 people)	\$80.00	\$112.00	\$100.00
	Leisure Pool, After Hours (2 hour min)	\$300.00	\$420.00	\$100.00
	Lap Pool, After Hours	\$200.00	\$280.00	\$100.00
	Lap Pool, Single Lane	\$12.00	\$17.00	\$100.00
Allen Senior Recreation Center	Climbing Wall, After Hours	\$165.00	\$231.00	\$100.00
	Multi-Purpose Room	\$240.00	\$336.00	\$300.00
	Multi-Purpose Room - 1 Section	\$115.00	\$161.00	\$100.00
	Multi-Purpose Room - 2 Sections	\$165.00	\$231.00	\$200.00
	Classroom A or B	\$70.00	\$98.00	\$100.00
	Classroom A & B	\$120.00	\$168.00	\$100.00
	Set-up/Take Down Flat Fee	\$180.00	\$180.00	N/A
Joe Farmer Recreation Center		Member Hourly Rate	Non-Member Hourly Rate	Deposit
	Lakeside Clubhouse, Business Hours	\$70.00	\$98.00	\$100.00
	Amenities Center @ Joe Farmer(includes pavillion)	\$120.00	\$168.00	\$100.00
	Meeting Room A or B	\$70.00	\$98.00	\$100.00
	Meeting Room A & B	\$120.00	\$168.00	\$100.00
	Hillside Amphitheatre (Minimum of 2 hours)	\$140.00	\$196.00	\$250.00
The Edge Visitor Center	Gymnasium (after hours only/min 2 hours)	\$100.00	\$140.00	\$100.00
		Resident Hourly Rate	Non-Resident Hourly Rate	Deposit
	Lobby	\$95.00	\$133.00	\$100.00
	Activity Room	\$75.00	\$105.00	\$100.00
	Rink Rentals	Resident Hourly Rate	Non-Resident Hourly Rate	Deposit
	Rink Rental	\$30.00	\$42.00	\$50.00
Athletics	Skate Park, 2 hour minimum	\$220.00	\$308.00	\$500.00
	Reservations, ball fields	Resident Hourly Rate	Non-Resident Hourly Rate	
	Turf Field Rate	\$30.00	\$60.00	N/A
	Grass Field Rate	\$20.00	\$40.00	N/A
	Light Rate	\$10.00	\$20.00	N/A

Athletics (Continued)	Tournaments	Team Rate	Non-Resident Field Rate	Light Rate
	Allen (Grass) - Football/Soccer		\$1,000 per day	N/A
	Allen (Grass) - Baseball & Softball		\$1,000 per day	N/A
	Allen (Turf) - Softball		\$1,200 per day (tournament ends before dusk) \$1,500 per day (tournament ends after dusk)	N/A
	Natural Grass Field	\$250/Day		\$100 per field (\$50 non-refundable).
	Artificial Turf Fields	\$1,200/Day	Softball four-field complex includes initial field set-up and tournament concluding prior 6PM or \$1,400 per day for the softball four-field complex includes initial field set-up and tournament concluding after 6PM.	\$500 per four-field softball complex (\$200 non-refundable).
	Temporary Fencing	\$125.00/ Field	\$125.00/ Field	
	Staffing Fees, per staff	\$30.00/Hour	\$30.00/Hour	NOTE: Adult tournaments will require two (2) staff members so staffing fees will be doubled.
TCWC	Resident Hourly Rate		Non resident hourly rate	
	Pavilion	\$200.00	\$280.00	
Ford Pool	If catering with TCWC		\$50.00 Discount on Rental per Hour	
	Resident Hourly Rate		Non-Resident Hourly Rate	Deposit
	Cabanas			
	Pavilion A	\$50.00	\$70.00	
	Pavilion B & C	\$40.00	\$56.00	
	Pool Rental - 2 hours (up to 200 people)	\$600.00	\$840.00	
Commercial Use	Additional Attendee	\$3/person	\$3/person	
	Resident Rate		Non-Resident Rate	Deposit
	Skate Park, Commercial Use	\$500/Full Day	\$700/Full Day	\$500.00
	Commercial Photography Use	\$500/Full Day	\$500/Full Day	
Commercial Use	Special Event Application, additional fees may apply	\$150.00		

MEMBERSHIPS				
	Membership	Resident Monthly Fee	Non-resident Monthly Fee	Additional Information
ASRC	Allen Senior Recreation Center Annual Membership	\$5.00	\$24.00	
TCWC	The Courses at Watters Creek Annual Membership	\$3,000.00	\$3,500.00	\$800 per additional member added on
DRN	Adult (18-59 yrs)	\$20.00	\$28.00	
	Youth (3-17 yrs)	\$15.00	\$21.00	
	Senior (60 yrs +)	\$15.00	\$21.00	
	Family	\$55.00	\$77.00	
JFRC	Adult (18-59 yrs)	\$10.00	\$14.00	
	Youth (3-17 yrs)	\$5.00	\$7.00	
	Senior (60 yrs +)	\$5.00	\$7.00	
	Family	\$25.00	\$35.00	
STRC	Adult (18-59 yrs)	\$58.00	\$81.00	
	Youth (3-17 yrs)	\$35.00	\$49.00	
	Senior (60 yrs +)	\$35.00	\$49.00	
	Family	\$85.00	\$115.00	
	Service Fee, One time - waived for military/ veterans	\$75.00	\$75.00	
Passes	Day Pass	Resident Fee	Non-resident Fee	Additional Information
	DRN & JFRC, Adult	\$8.00	\$11.00	
	DRN & JFRC, Youth/Senior	\$5.00	\$7.00	
	DRN & JFRC, Family	\$12.00	\$17.00	
	ASRC	N/A	\$5.00	
	Ford Pool	\$3.00	\$5.00	
	Ford Pool, Season Pass, Individual	\$65.00	\$100.00	
	Ford Pool Season Pass, Family	\$200.00	\$300.00	

## CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

<b>AGENDA DATE:</b>	July 26, 2022
<b>AGENDA CAPTION:</b>	Authorize the City Manager to negotiate and execute a contract, and any instruments related thereto, for the purchase of 15.0702 acres generally located at the southwest corner of Greenville Avenue and Ridgemont Drive from the Allen Independent School District in an amount not to exceed \$4,000,000 plus closing costs and fees.
<b>STAFF RESOURCE:</b>	Tim Dentler, Assistant City Manager Kate Meacham, Parks & Recreation Director
<b>STRATEGIC PLANNING GOAL:</b>	High-Performing City Team Providing Resident-Focused Services.

### **BACKGROUND**

The initial Molsen Farm property of 52 plus acres was purchased in 2006 as part of land acquisition through the Trust for Public Lands (TPL). The acquisition occurred at a time when property throughout the community was being purchased for commercial and residential development at a very rapid pace. Because of the work with TPL, the City of Allen was able to acquire one of the last working farms in the area, specifically within the Allen city limits. At that time, 30 acres of the Molsen Farm tract were being retained by the current owner in the hopes that other types of developments would be interested in the 30 acres along the Hwy 5/Greenville Avenue frontage which was considered to be have much greater value.

Fast forward 10 years, and after years of no activity or interest, it became evident there was an opportunity to acquire this remaining property. The City of Allen and AISD joined forces and negotiated the land purchase simultaneously. This resulted in an action by the City Council and the AISD Board of Trustees in July of 2016, with each purchasing a portion of the 30-acre tract. The City of Allen purchased 14 acres and AISD purchased 16 acres. With the purchase of this property, the City of Allen's acreage grew to just over 64 acres when combined with the initial purchase from 2006.

More recently, the Allen Independent School District (AISD) has determined that the property located at the northeast corner of Greenville Avenue and Ridgemont Drive is not necessary to meet the current and foreseeable needs of the District's educational purpose and has agreed to sell the property to the City of Allen if authorized by the AISD Board of Trustees on July 25, 2022. If acted upon at the AISD Board of Trustees, City of Allen staff will be asking the Allen City Council to consider the purchase of property currently under the ownership by AISD at the City Council Meeting on July 26, 2022.

The proposed purchase today, as currently owned by AISD, consists of 15.0702 acres. As mentioned above, there are a total of 16 acres, leaving a difference of just under 1 acre. This acreage was previously dedicated to the City of Allen by AISD for the Ridgemont Drive Right of Way under a separate agreement in 2016.

### **BUDGETARY IMPACT**



Funding for the acquisition of park land will be as follows:

2016 General Obligation Bonds (Park Land Acquisition)	\$3,000,000
General Capital Projects Fund	\$1,000,000 *
 TOTAL	 \$4,000,000

\* (A Grant application to Collin County has been submitted for \$500,000)

#### **STAFF RECOMMENDATION**

Staff recommends that City Council authorize the City Manager to negotiate and execute a contract, and any instruments related thereto, for the purchase of 15.0702 acres generally located at the southwest corner of Greenville Avenue and Ridgemont Drive from the Allen Independent School District in an amount not to exceed \$4,000,000 plus closing costs and fees.

#### **MOTION**

*I make a motion authorizing the City Manager to negotiate and execute a contract, and any instruments related thereto, for the purchase of 15.0702 acres generally located at the southwest corner of Greenville Avenue and Ridgemont Drive from the Allen Independent School District in an amount not to exceed \$4,000,000 plus closing costs and fees.*

#### **ATTACHMENT(S)**

[Location Map.pdf](#)

## Location Map



<b>CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION</b>
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<b>AGENDA DATE:</b>	July 26, 2022
<b>AGENDA CAPTION:</b>	Conduct a Public Hearing and adopt an Ordinance to amend the Development Regulations of Planned Development No. 54 and to adopt a Concept Plan and Elevations at 1210 W. McDermott Drive. [T-Mobile Monopole Conversion]
<b>STAFF RESOURCE:</b>	Hayley Angel, Planning Manager
<b>BOARD/COMMISSION ACTION:</b>	<p>The request has been reviewed by the Technical Review Committee.</p> <p>On July 5, 2022, the Planning and Zoning Commission recommended approval of the request.</p>
<b>PREVIOUS COUNCIL ACTION:</b>	<p>Planned Development No. 54 - Approved May, 1993</p> <p>Planned Development No. 54 - Approved October, 2002</p>
<b>STRATEGIC PLANNING GOAL:</b>	Vibrant Community with Lively Destinations and Successful Commercial Centers.

### **BACKGROUND**

The subject property is located north of McDermott Drive and west of Alma Drive. The zoning designations of surrounding properties are as follows:

- North: Planned Development No. 54 (PD-54) with a base zoning of Single-Family
- South: PD-54 with a base zoning of Shopping Center (SC) and Planned Development No. 26 with a base zoning of SC
- West: PD-54 with a base zoning of SC
- East: PD-54 with a base zoning of Townhome

The subject property is currently zoned PD-54 with a base zoning of SC. There is an existing stealth monopole tower on the site, and the applicant is requesting to convert the monopole from a stealth to a standard monopole. As the existing monopole is a nonconforming use, any substantial change to the structure or use must be in accordance with Allen Land Development Code and PD-54 requirements. The existing monopole exceeds the maximum height permitted in this zoning district, and the applicant is requesting an increase in the maximum height to match the current monopole height.

The Concept Plan shows the location of the existing 74-foot-tall stealth monopole near the eastern property line. The Elevations show the proposed monopole tower with the removed canister, which covers the existing equipment. Additional antennas are proposed to be mounted on the monopole and will be visible.

The development regulations address the height of the monopole and regulations to maintain compliance with federal law regarding telecommunications uses.

**LEGAL NOTICES**

Public Hearing Letters - June 24, 2022

Property Sign - June 24, 2022

Newspaper Notice - July 10, 2022

**STAFF RECOMMENDATION**

Staff recommends approval.

**MOTION**

*I make a motion to adopt Ordinance No. \_\_\_\_\_ to amend Planned Development No. 54 with a base zoning of Shopping Center.*

**ATTACHMENT(S)**

[Ordinance](#)

[PZ Minute - July 5, 2022](#)

**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 FOR TRACT 13 OF PLANNED DEVELOPMENT PD NO. 54 WITH A BASE ZONING OF SHOPPING CENTER “SC” RELATING TO THE USE AND DEVELOPMENT OF LOT 2R, BLOCK A, ALLEN MCDERMOTT SQUARE FOR A TELECOMMUNICATIONS (MONOPOLE TOWER); PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**SECTION 1.** The Allen Land Development Code Zoning Regulations and the Zoning Map of the City of Allen, Collin County, Texas, as previously amended, be further amended by amending as set forth in Section 2, below, the regulations applicable to Tract 13 of Planned Development “PD” No. 54 relating to the development and use of property described as Lot 2R, Block A, Allen McDermott Square, an addition to the City of Allen, Collin County, Texas, according to the plat thereof recorded in Volume 5393, Page 685, Plat Records, Collin County, Texas (“the Property”).

**SECTION 2.** The Property shall be developed and used in accordance with the applicable provisions of the Allen Land Development Code, as amended, (“ALDC”) and the development and use regulations applicable to Tract 13 of Planned Development “PD” No. 54 as set forth in Ordinance No. 1172-5-93 and Ordinance No. 2107-10-02 (“the PD-54 Regulations”), as such regulations have been amended; provided, however, the Property may be developed with one (1) telecommunications (monopole tower) located on the Property subject to the following:

- A.** The height of the telecommunications (monopole tower) shall not exceed 74 feet;
- B.** The telecommunications (monopole tower) shall be located as shown on the Concept Plan attached hereto as Exhibit “A” and incorporated herein by reference (the “Concept Plan”);
- C.** The telecommunications (monopole tower) shall be developed in general conformance with the Elevations attached hereto as Exhibit “B” and incorporated herein by reference; and
- D.** Notwithstanding anything to the contrary in this Section 2, the City Manager or designee is authorized to approve changes to the height and elevations of the telecommunications (monopole tower) located on the Property without the necessity of amending the regulations set forth in this Section 2 provided

such changes constitute minor changes that do not constitute a “substantial change” to the existing tower as defined in 47 C.F.R. §1.6100 (vii).

**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 26<sup>TH</sup> DAY OF JULY 2022.**

**APPROVED:**

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**Kenneth M. Fulk, MAYOR**

**APPROVED AS TO FORM:**

**ATTEST:**

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**Peter G. Smith, CITY ATTORNEY**  
(kbl:6/28/2022:130361)

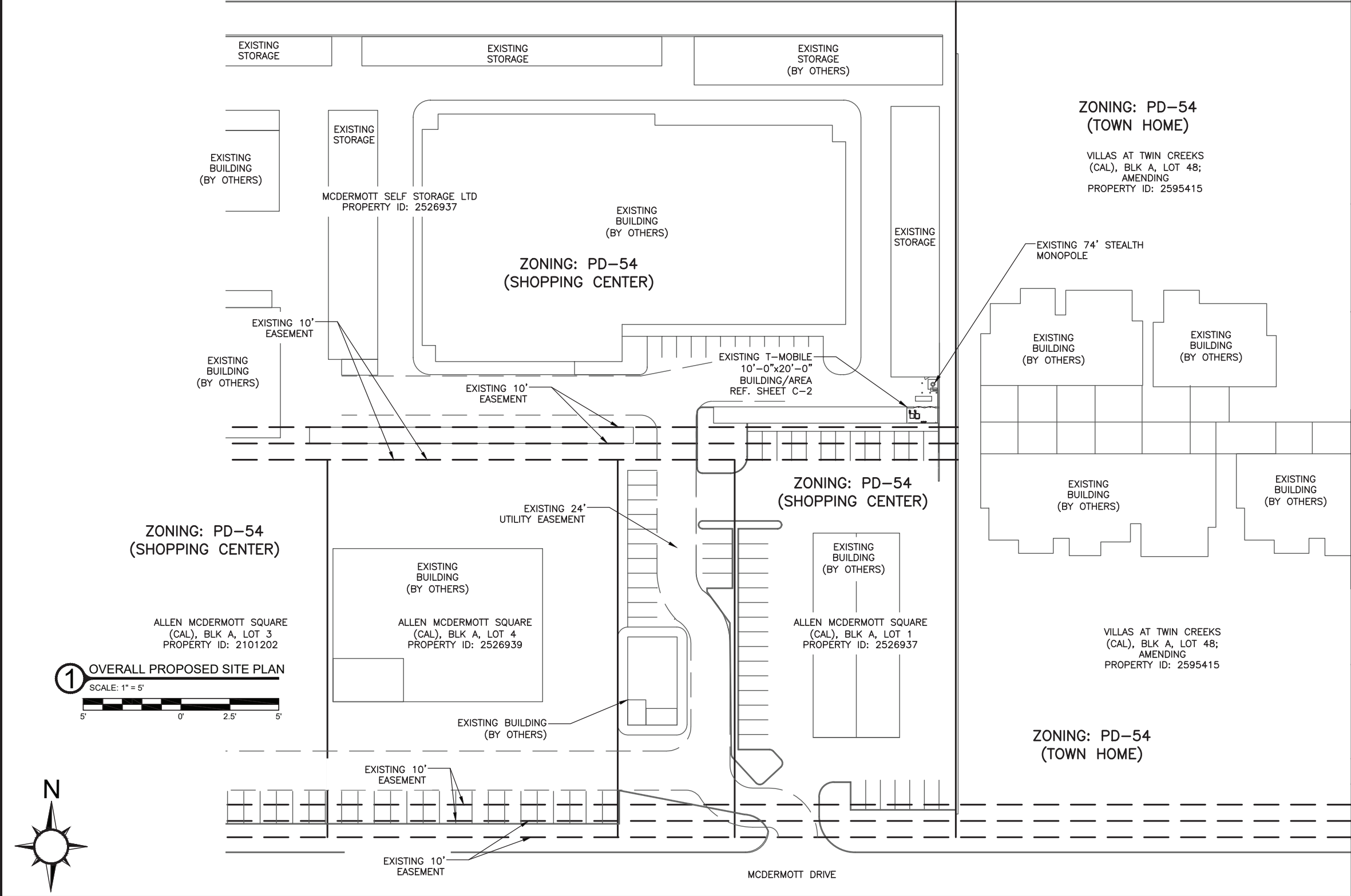
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**Shelley B. George, TRMC, CITY SECRETARY**

SITE LAYOUT NOTE:  
EXISTING SITE AND EQUIPMENT LAYOUT OBTAINED FROM DRAWINGS BY CROWN CASTLE, DATED 02/09/2015. SMW ENGINEERING HAS NOT VISITED THIS SITE TO VERIFY MEASUREMENTS OR ANY EXISTING EQUIPMENT.

SITE LAYOUT NOTE:  
EXISTING SITE AND EQUIPMENT LAYOUT OBTAINED FROM SURVEY BY RH ARCHITECTS, DATED 04/23/2006.

NO ADDITIONAL IMPERVIOUS IS BEING ADDING UNDER THE PROPOSED SCOPE OF WORK. WATER RUNOFF CONDITIONS AND TIME OF CONCENTRATIONS WILL NOT CHANGE.



Mobile



CROWN CASTLE INTERNATIONAL  
TWO CHASE CORPORATE DRIVE  
SUITE 105  
BIRMINGHAM, AL 35244



CA#: TX F-9617



06/29/2022

SITE INFORMATION:

DA01814B

1210 WEST MCDERMOTT  
ALLEN, TX 75013

#	DATE	DESCRIPTION
A	04/21/22	ISSUED FOR CLIENT REVIEW
O	06/09/22	ISSUED FOR CONSTRUCTION
1	06/29/22	REVISED PER CLIENT COMMENTS

T-MOBILE SITE ID: DA01814B

SHEET NAME:

OVERALL  
SITE PLAN

SMW #21-10799

SHEET NUMBER:

DESIGNER: OA  
CHECKED BY: SA  
ENGINEER: JCS

C-1



STRUCTURAL NOTES:

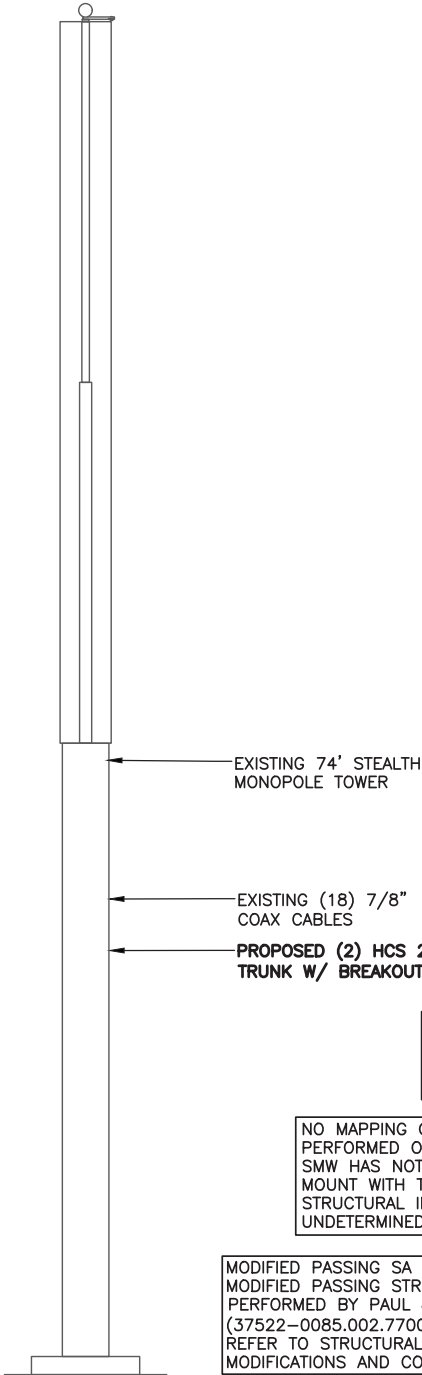
1. SMW HAS NOT PERFORMED A STRUCTURAL ANALYSIS OF THE EXISTING TOWER OR ANTENNA MOUNT. REFER TO STRUCTURAL ANALYSIS OR STRUCTURAL LETTER BY OTHERS FOR ADDITIONAL INFORMATION.
2. IF THE TOWER STRUCTURAL ANALYSIS SHOWS THE NEED FOR TOWER REINFORCEMENT REFER TO TOWER REINFORCEMENT DESIGN PRIOR TO THE INSTALLATION OF ANY PROPOSED EQUIPMENT.
3. REFER TO TOWER STRUCTURAL ANALYSIS FOR PROPOSED CABLE ROUTING AND ATTACHMENT DETAILS.
4. TOWER ELEVATION SHOWN IS NOT DRAWN TO SCALE AND IS INTENDED ONLY FOR REFERENCE PURPOSES. REFER TO ORIGINAL TOWER DESIGN FOR ADDITIONAL INFORMATION.

ANTENNA NOTES:

1. THE PRE-APPLICATION & LEASE DIRECTION OF THE ANTENNA SHALL BE ADJUSTED TO MEET SYSTEM REQUIREMENTS.
2. CONTRACTOR SHALL VERIFY HEIGHT OF ANTENNA WITH T-MOBILE PCS PM.
3. CONTRACTOR SHALL VERIFY HEIGHT AND DIRECTION OF MICROWAVE DISHES WITH T-MOBILE PROJECT MANAGER (WHEN APPLICABLE).
4. ALL ANTENNA AZIMUTHS TO BE FROM MAGNETIC NORTH.
5. CONTRACTOR TO USE EXISTING ANTENNA TOP HAT.

MODIFIED PASSING SA NOTE:  
MODIFIED PASSING STRUCTURAL ANALYSIS  
PERFORMED BY PAUL J. FORD COMPANY  
(37522-0085.002.7700), DATED 03/31/2022.  
REFER TO STRUCTURAL ANALYSIS FOR TOWER  
MODIFICATIONS AND COAX ROUTING REQUIREMENTS.

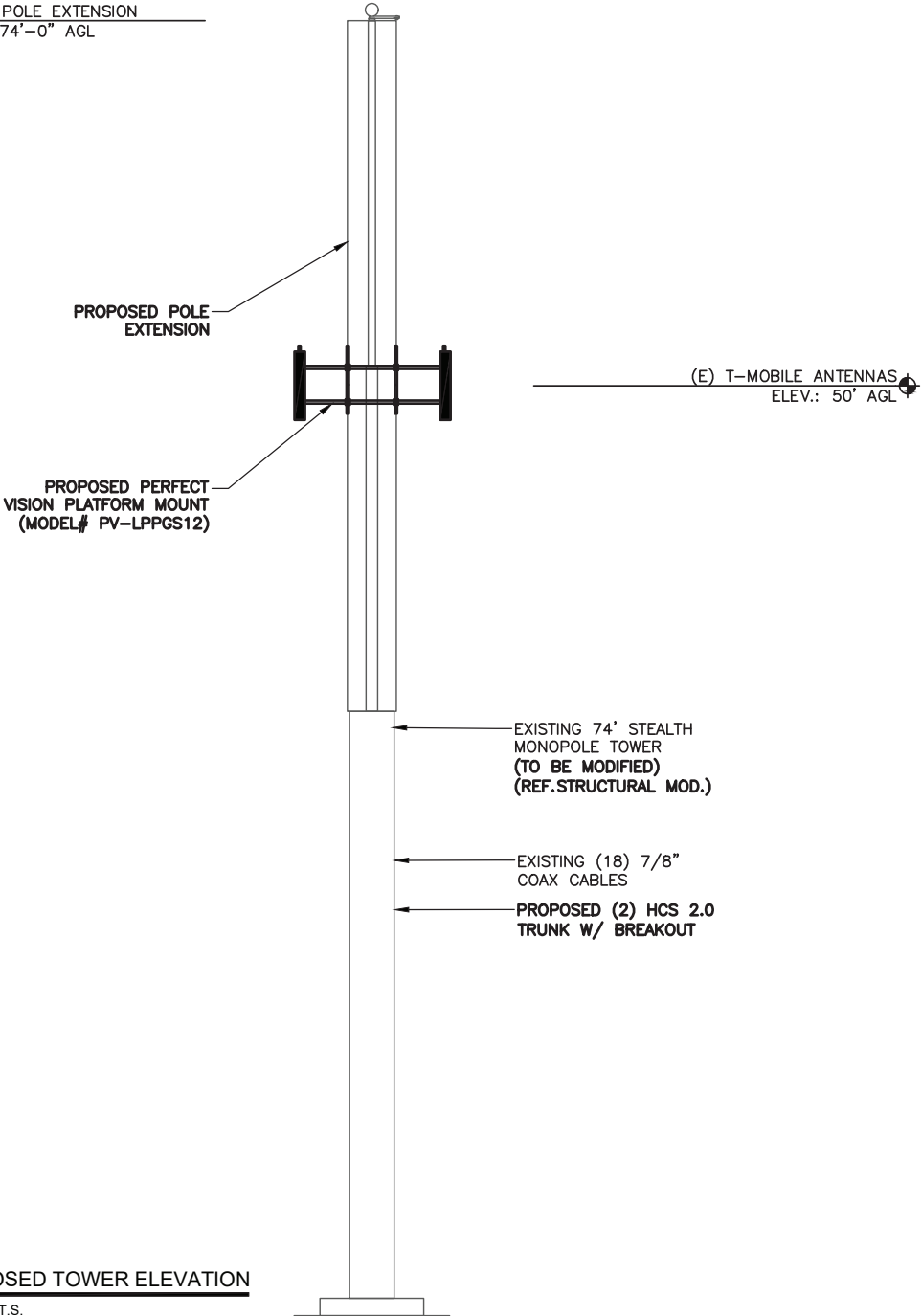
TIP OF POLE EXTENSION  
ELEV.: 74'-0" AGL



1 EXISTING TOWER ELEVATION  
SCALE: N.T.S.

MODIFIED PASSING SA NOTE:  
MODIFIED PASSING STRUCTURAL ANALYSIS  
PERFORMED BY PAUL J. FORD COMPANY  
(37522-0085.002.7700), DATED 03/31/2022.  
REFER TO STRUCTURAL ANALYSIS FOR TOWER  
MODIFICATIONS AND COAX ROUTING REQUIREMENTS.

TIP OF POLE EXTENSION  
ELEV.: 74'-0" AGL



2 PROPOSED TOWER ELEVATION  
SCALE: N.T.S.

CROWN CASTLE INTERNATIONAL  
TWO CHASE CORPORATE DRIVE  
SUITE 105  
BIRMINGHAM, AL 35244

ENGINEERING GROUP, INC.  
TOGETHER PLANNING A BETTER TOMORROW  
CA#: TX F-9617

SITE INFORMATION:  
DA01814B  
1210 WEST MCDERMOTT  
ALLEN, TX 75013

#	DATE	DESCRIPTION:
A	04/21/22	ISSUED FOR CLIENT REVIEW
O	06/09/22	ISSUED FOR CONSTRUCTION

T-MOBILE SITE ID: DA01814B

SHEET NAME:  
TOWER ELEVATION  
& DETAILS

SMW #21-10799  
DESIGNER: OA  
CHECKED BY: SA  
ENGINEER: JCS

SHEET NUMBER:  
C-3



**July 5, 2022 Planning and Zoning Commission Meeting Minutes**

Conduct a Public Hearing and consider a request to amend the Development Regulations of Tract 13 of Planned Development No. 54 with a Base Zoning of Shopping Center and to adopt a Concept Plan and Elevations for a property generally located north of McDermott Drive and approximately 864 feet east of Alma Drive (and commonly known as 1210 W. McDermott Drive). (ZN-052022-0008) [T-Mobile Monopole Conversion]

Ms. Angel presented the item to the Commission and stated that staff recommends approval of the item.

Chair Metevier opened the public hearing.

One individual spoke in favor of the project, Haley Peck, applicant, of Frisco, TX gave a detailed summary of the item.

Chair Metevier closed the public hearing.

Commissioners discussed adding additional equipment and aesthetics to the existing monopole

**Motion:** Upon a motion by Commissioner Stocker, and a second by Commissioner Smiddy, the Commission voted 6 IN FAVOR and 0 OPPOSE to recommend approval of an ordinance to amend Planned Development No. 54 with a base zoning of Shopping Center, subject to the Development Regulations, Concept Plan, and Elevations, as presented. The motion carried.

**ATTENDANCE:**

**Commissioners Present:**

Dan Metevier, Chair  
Michael Smiddy, 1st Vice-Chair  
Kenneth Cook, 2nd Vice-Chair  
Elias Shaikh  
Brent Berg  
Gary Stocker

**Absent:**

Jason Wright