



**Meeting Location:**  
**City Council Chambers**  
**Allen City Hall**  
**305 Century Parkway, Allen, Texas 75013**

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**AGENDA**  
**CITY COUNCIL REGULAR MEETING**  
**Tuesday, December 9, 2025, 7:00 PM**

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

**2. Pledge of Allegiance**

**3. Public Recognition**

3.1 Presentation of Proclamations by the Office of the Mayor.

3.2 Presentation recognizing the City Secretary's Office as recipient of the Texas Municipal Clerk's Excellence Award.

**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 from the November 11, 2025, Regular City Council Meeting.

5.2 Adopt an Ordinance amending the Code of Ordinances, Chapter 9, 'Motor Vehicles and Traffic' amending the maximum prima facie speed limit on segments of Ridgeview Drive

5.3 Authorize the City Manager to execute a contract with Forte for Audio/Visual Replacement Equipment at Credit Union of Texas Event Center for \$996,000.

5.4 Authorize the City Manager to execute a contract with Garland/DBSA, Inc., for the roof replacement, waterproofing and sealing at the Joe Farmer Recreation Center for \$1,119,668.

**6. Regular Agenda**

6.1 Award Bid and authorize the City Manager to execute a contract with North Rock Construction & Associates, LLC, for the Reconstruction of the City Hall Front Steps Project for \$567,839.33.

6.2 Adopt an Ordinance amending the Code of Ordinances, Chapter 10, "Offenses- Miscellaneous" by adding a new Article IX, " Public Camping and Sleeping."

6.3 Adopt an Ordinance amending the Code of Ordinances, Chapter 10, "Offenses-Miscellaneous" Article VI, Regulation of Sex Offender Residency" by amending Section 10-55 "Definitions," 10-56 "Offenses," Section 10-59(1) "Affirmative Defenses," and Section 10-60 "Penalty Provisions."

6.4 Conduct a Public Hearing and adopt an Ordinance establishing Standards of Care necessary for a Daycare Licensing Exemption for youth camp programs operated by the Allen Parks and Recreation Department.

6.5 Conduct a Public Hearing and adopt an Ordinance amending Planned Development No. 58 with a base zoning of Shopping Center, regulating the development and use of Lot 1, Block A, Cornerstone/Allen Addition. [1300 Central Expy N - Additional Land Uses]

6.6 Conduct a Public Hearing and adopt an Ordinance to amend and restate Planned Development No.134A, regulating the development and use of 135.35± acres out of the John Phillips Survey, Abstract No. 718, J.W. Parson Survey, Abstract No. 705 and the J.W. Roberts Survey, Abstract No. 762, in the City of Allen, Collin County, Texas. [The Farm Signage]

6.7 Conduct a Public Hearing and adopt an Ordinance to amend the Allen Land Development Code (ALDC), including the following: Section 4.06, "Change and amendments" by amending requirements of zoning change voting and protest procedures; amending Section 8.02.4, "Administrative approval of certain Amending Plats, Minor Plats and Replats" by retitling to "Administrative approval of plats" and amending which plats the Director of Community Development is authorized to approve; Section 8.03.1, "General plat regulations" amending the statutory compliance procedure for plat applications; Section 8.03.3, "Preliminary plat" by changing who may approve preliminary plats; Section 8.03.4, "Final plat" amending plat regulations to exempt the requirement for tax certificates and who may approve final plats; Section 8.03.9, "Conveyance plat" amending plat regulations to exempt the requirement for tax certificates and who may approve conveyance plats; Section 11.03, "Advisory committee" relating to the composition of the advisory committee; Appendix A, "Definitions" adding a definition for "Manufactured Home" and amending a definition for "Manufactured Home - HUD Code." [ALDC Amendments]

## **7. Other Business**

7.1 Calendar

7.2 Items of Interest

## **8. Executive Session**

Legal, Section 551.071. (as needed)

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 Reconvene and Consider Action Resulting from the 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 December 2, 2025, 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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**AGENDA DATE:**

Tuesday, December 9, 2025, 7:00 PM

**AGENDA CAPTION:**

Presentation of Proclamations by the Office of the Mayor.

**STRATEGIC PLANNING GOAL:**

Engaged and connected Allen community.

**BACKGROUND:**

- The Salvation Army of Plano Mayoral Red Kettle Challenge
- Faizan Zaki Year

## CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

<b>AGENDA DATE:</b>	Tuesday, December 9, 2025, 7:00 PM
<b>AGENDA CAPTION:</b>	Presentation recognizing the City Secretary's Office as recipient of the Texas Municipal Clerk's Excellence Award.
<b>STAFF RESOURCE:</b>	Shelley George, City Secretary
<b>BOARD/COMMISSION ACTION:</b>	None
<b>PREVIOUS COUNCIL ACTION:</b>	None
<b>STRATEGIC PLANNING GOAL:</b>	Engaged and connected Allen community.

### **BACKGROUND:**

The Texas Municipal Clerk Association's (TMCA's) Achievement of Excellence Award was designed to recognize excellence in the effective and efficient management of resources in a municipal clerk's office (also known as a City Secretary's Office). Since TMCA was first presented the award in 2020, over 45 municipalities in Texas have received it.

The award itself recognizes municipal clerk offices throughout the state for compliance with federal, state, and local statutes that govern standards necessary to fulfill the duties and responsibilities of the office. A municipal clerk's office must have met and demonstrated nine of the following 12 standards to be eligible to receive the award.

Records Management	Open Meetings Act
Professional Development / Certifications	Boards / Commissions
Government Transparency	Municipal Clerk Office Policies / Procedures
Elections	Innovation / Streamline Projects
Awards / Recognitions	Department Training
Public Information Act	Other Areas of Responsibility

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

Tuesday, December 9, 2025, 7:00 PM

**AGENDA CAPTION:**

Approve Minutes from the November 11, 2025, Regular City Council Meeting.

**STRATEGIC PLANNING GOAL:**

Engaged and connected Allen community.

**Attachments**

[Minutes](#)

## **ALLEN CITY COUNCIL**

### **REGULAR MEETING**

**NOVEMBER 11, 2025**

#### **Present:**

Baine L. Brooks, Mayor

#### **Allen City Council:**

Ben Trahan, Mayor Pro Tem

Michael Schaeffer

Tommy Baril

Ken Cook

Amy Gnad

Carl Clemencich

#### **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

Chelsey Aprill, Director, Public and Media Relations

Rocio Gonzalez, Deputy City Secretary

Pete Smith, City 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 of the Allen City Council was called to order by Mayor Brooks at 6:02 p.m. on Tuesday, November 11, 2025, in Basement Meeting Rooms A and B at Allen City Hall, 305 Century Parkway, Allen, Texas.

##### **2. Discussion Items**

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###### **2.1 Presentation regarding the Steering Committee of Cities Served by Oncor and Atmos.**

This item will be discussed at the Council Workshop on December 9, 2025.

###### **2.2 Committee Updates from City Council Liaisons.**

###### **2.3 Questions on the Current Agenda.**

Mayor Brooks announced the Executive Session and recessed the Workshop at 6:09 p.m.

##### **3. Executive Session.**

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In accordance with Texas Government Code Section 551.071(2), the Allen City Council convened into Executive Session at 6:09 p.m. on Tuesday, November 11, 2025, in the Basement Meeting Rooms A and B of Allen City Hall, 305 Century Parkway, Allen, Texas, to discuss matters pertaining to:

**8.1 Executive Session Pursuant to Section 551.087 (1) and (2) of the Texas Government Code for Deliberation regarding Economic Development Negotiations on Downtown Development Projects.**

The Executive Session adjourned at 6:55 p.m. on Tuesday, November 11, 2025.

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

The Allen City Council reconvened into the Workshop Session at 6:55 p.m. on Tuesday, November 11, 2025, in the Basement Meeting Rooms A and B of Allen City Hall, 305 Century Parkway, Allen, Texas. There was no action resulting from the Executive Session.

**4. Adjourn to Regular Meeting**

With no further discussion, Mayor Brooks adjourned the Workshop of the Allen City Council at 6:56 p.m. on Tuesday, November 11, 2025, in Basement Meeting Rooms A and B at 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 Brooks at 7:00 p.m. on Tuesday, November 11, 2025, in the Council Chambers at Allen City Hall, 305 Century Parkway, Allen, Texas.

**2. Pledge of Allegiance**

Members of the VFW Post 2195 Color Guard posted the Colors and led the Pledge of Allegiance.

Mayor Brooks and the Allen City Council observed a moment of silence.

**3. Public Recognition**

**3.1 Recognition of the Allen Library Endowment Fund Board for support of the Allen Public Library renovation.**

**3.2 Presentation of a Proclamation by the Office of the Mayor.**

- Veterans Day
- Collin County Homeless Coalition
- Small Business Saturday

**4. Citizens' Comments**

- Council recognized Boy Scouts from Troop 1299 in attendance as a requirement for the Citizenship in the Community and Communication merit badges.
- Christina Concannon, 707 Chandler Court, Allen, Texas, spoke on Chapter 41 and protective options.

5. Consent Agenda

**MOTION:** Upon a motion made by Mayor Pro Tem Trahan and a second by Councilmember Gnadt, the Council voted seven (7) for and none (0) opposed to approve the Consent Agenda as follows:

- 5.1 **Approve Minutes of the October 28, 2025, Regular City Council Meeting.**
- 5.2 **Adopt a Resolution casting 46 votes for Baine L. Brooks for Election to the Board of Directors for the Collin Central Appraisal District.**

**RESOLUTION NO. 4189-11-25(R):** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, CASTING THE OFFICIAL BALLOT FOR THE BOARD OF DIRECTORS FOR THE COLLIN CENTRAL APPRAISAL DISTRICT IN ACCORDANCE WITH SECTION 6.03 OF THE STATE PROPERTY TAX CODE; DIRECTING THE CITY SECRETARY TO NOTIFY INTERESTED PARTIES OF SAID ACTION; AND PROVIDING AN EFFECTIVE DATE.

- 5.3 **Appoint Animal Shelter Supervisor Danni Alcantara to fill a vacancy in Place No. 3 on the Animal Shelter Advisory Committee.**

The motion carried.

6. Regular Agenda

- 6.1 **Conduct a Public Hearing and adopt a Resolution adopting the 2024-2025 Comprehensive Annual Performance Evaluation Report for the Community Development Block Grant Program.**

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

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

**RESOLUTION NO. 4190-11-25(R):** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE 2024-2025 COMPREHENSIVE ANNUAL PERFORMANCE EVALUATION REPORT (CAPER); 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 Baril and a second by Councilmember Clemencich, the Council voted seven (7) for and none (0) opposed to adopt Resolution No. 4190-11-25(R), as previously captioned, adopting the 2024-2025 Comprehensive Annual Performance Evaluation Report for the Community Development Block Grant Program. The motion carried.

7. Other Business

7.1 **Calendar.**

- November 27-28 – City Hall and other city facilities are closed in observance of the Thanksgiving holiday.

**7.2 Items of Interest.**

- Councilmember Cook announced the Annual Light the Night event at the Watters Creek Village on November 22 and Star Wars Night at the Allen Americans hockey game on November 15.
- Councilmember Gnadt encouraged residents to support the Allen Eagles High School football team at its first playoff game on November 13.
- Councilmember Schaeffer encouraged residents to support the Lovejoy Leopards High School football team at its first playoff game on November 14.
- Councilmember Baril acknowledged the City of Allen's Community Enhancement and Engineering departments for their efforts in gathering community input on street repairs this past weekend. Councilmember Baril, along with the Council, offered condolences to the family of Ty Westfall, Director of the Allen CERT Team, and expressed gratitude for his service.
- The Allen City Council wished a happy birthday to Mayor Brooks and Assistant City Manager Vice.
- Mayor Brooks shared the following Good News happening in Allen:
  - The Keep Allen Beautiful Board and the Parks and Recreation Department are hosting a community clean-up event to clean up the creek behind the Allen Heritage Village on November 22. Registration to participate is available on the City of Allen's website.
  - The Holly Jolly Celebration returns on December 6, 2025, in the Downtown area, featuring the annual 5K and Fun Run, family-friendly attractions, food trucks, and the City of Allen Christmas tree lighting.

**8. Executive Session**

The Executive Session was held during the Workshop Meeting. There was no action resulting from the Executive Session.

**9. Adjournment**

Mayor Brooks adjourned the Regular Meeting of the Allen City Council at 7:53 p.m. on Tuesday, November 11, 2025.

These minutes were approved on the 9<sup>th</sup> day of December 2025.

**APPROVED:**

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**Baine L. Brooks, MAYOR**

**ATTEST:**

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

## CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

**AGENDA DATE:**

Tuesday, December 9, 2025, 7:00 PM

**AGENDA CAPTION:**

Adopt an Ordinance amending the Code of Ordinances, Chapter 9, 'Motor Vehicles and Traffic' amending the maximum prima facie speed limit on segments of Ridgeview Drive.

**STRATEGIC PLANNING GOAL:**

Safe and livable community for all

**BACKGROUND**

Engineering and traffic studies were completed by the Engineering Department for the segments of roadways, described below. The 85th percentile speed, sight distance, roadway geometry, crash history, and side friction are part of the considerations. The following recommended speed limits are based on those investigations and analysis by the City of Allen Traffic Division of the Engineering Department.

**Segment East of Alma Drive to 2650 feet east of Alma Drive**

The speed limit for the segment of Ridgeview Drive between Alma Drive and approximately 2,650 feet east of Alma Drive is currently 40 mph. Following the recent widening of this segment into a four-lane divided highway, a new speed study was conducted. The study determined that the current 40 mph limit is no longer necessary. The former sight visibility concern has been resolved with the reconstruction of Ridgeview Drive (the northern two lanes were constructed with "The Farm" development), which had previously necessitated the 40 mph zone. With that issue resolved, and present measured driver speeds, sufficient justification exists to modify this speed zone to 45 mph and better reflect observed roadway conditions and traffic flow.

**Segment between Chelsea Boulevard and US75**

The newest constructed segment of Ridgeview Drive between Chelsea Boulevard and US 75 has now been studied, having been open for quite some time. The speed limit has not been established in this section of the roadway, so driver behavior could be observed prior to setting the speed zone. From the results of the speed study, it is recommended to set the speed limit for this zone at 45 mph.

**BUDGETARY IMPACT**

The funds for the new signage on Ridgeview Drive will be absorbed within the Engineering Department - Traffic Division operating budget.

**STAFF RECOMMENDATION**

Staff recommends approval.

**MOTION**

*I make a motion to adopt Ordinance No. \_\_\_\_\_ amending the Code of Ordinances, Chapter 9, 'Motor Vehicles and Traffic' amending the maximum prima facie speed limit on segments of Ridgeview Drive.*

## **Attachments**

[Ordinance](#)

[Location map](#)

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE CODE OF ORDINANCES, BY AMENDING THE TABLE IN CHAPTER 9, “MOTOR VEHICLES AND TRAFFIC,” ARTICLE V, “OPERATION OF VEHICLES,” DIVISION 2, “SPEED REGULATIONS,” SECTION 9-135(a), TO AMEND THE MAXIMUM PRIMA FACIE SPEED LIMIT FOR RIDGEVIEW DRIVE WITHIN THE CORPORATE LIMITS OF THE CITY OF ALLEN; PROVIDING FOR A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

Street	Extent	Speed Limit (Mile per hour)
<b>ADD “...</b>		
Ridgeview Drive	All portions from west city limit to east city limit	45
<b>...”</b>		
<b>DELETE “...</b>		
Ridgeview Drive	All portions west of Alma Drive to Custer Road, specifically	45
Ridgeview Drive	Between Alma Drive and approximately 2,650 feet east of Alma Drive	40
Ridgeview Drive	Between Chelsea Boulevard and approximately 2,650 feet east of Alma Drive	45
<b>...”</b>		

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

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

**SECTION 4.** An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 5.** Any person, firm or corporation violating any of the provisions of this Ordinance or of the Code of Ordinances, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Allen, Texas, shall be subject to a fine not to exceed the sum of Two Hundred Dollars (\$200) for each offense, and each and every day said violation is continued shall constitute a separate offense.

**SECTION 6.** This ordinance shall take effect immediately from and after its passage and publication as required by law; however, the maximum prima facie speed limit established herein shall not take effect until the Traffic Engineer has erected appropriate signage giving notice of the maximum prima facie speed limits therefore and it is accordingly so ordained.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 9<sup>TH</sup> DAY OF DECEMBER 2025.**

**APPROVED:**

\_\_\_\_\_  
**Baine L. Brooks, MAYOR**

**APPROVED AS TO FORM:**

**ATTEST:**

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

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

Location Map  
Ridgeview Drive  
Speed Limit



From Alma Drive to 2650 feet East of  
Alma Drive



Between Chelsea Blvd to East City Limit

## CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

**AGENDA DATE:**

Tuesday, December 9, 2025, 7:00 PM

**AGENDA CAPTION:**

Authorize the City Manager to execute a contract with Forte for Audio/Visual Replacement Equipment at Credit Union of Texas Event Center for \$996,000.

**STRATEGIC PLANNING GOAL:**

Vibrant community with lively destinations and successful commercial centers.

**BACKGROUND:**

Credit Union of Texas Event Center utilizes an extensive system of audio/visual equipment to provide a polished and well produced in-arena experience. The audio, video, and lighting systems work in unison to show live video and replays of the event, play advertisements and sponsor content, and provide additional entertainment beyond what's happening on the arena floor. While the in-arena video boards and public address system were replaced in 2021, the backend equipment and infrastructure were not addressed at that time, allowing staff to stagger the projects into more manageable stages.

The equipment being replaced in this stage is primarily equipment used by operators within the Audio/Visual Booth during events to produce the show, such as video switchers, replay controllers, audio consoles, and all of the associated backend servers and infrastructure. In addition to the Audio/Visual Booth refresh, the building's internal video distribution system will be updated to a modern "Internet Protocol Television" (IPTV) system. The current system utilizes outdated and discontinued technology that does significantly limits the type and frequency of media that can be shown on video displays around the concourse, meeting rooms, suites, and other public areas. The new IPTV system will allow for a better in-arena experience and entertainment for guests, as well as additional sponsorship inventory.

Forte was selected based on their competitively bid pricing via TIPS and vetted and verified by the City of Allen Purchasing Department.

This purchase is structured by Forte as "Finance to own," meaning that financing interest is included in the quoted amount to allow for (3) annual payments not to exceed our funded amount of \$332,000 per year.

**BUDGETARY IMPACT:**

Project funded by the Allen Community Development Corporation.

**STAFF RECOMMENDATION:**

Staff recommends approval.

**MOTION:**

*I make a motion authorizing the City Manager to execute a contract with Forte for Audio/Visual Replacement Equipment at Credit Union of Texas Event Center for \$996,000.*

**Attachments**

[Purchasing Rider](#)



## **PURCHASING RIDER**

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contractor, consultant or vendor agrees that the below terms and conditions shall govern all agreements with the City of Allen, Texas (City) unless otherwise agreed to by a written amendment separate from the contract or purchase order, provided same is permissible by law. Absent a specific amendment, the below terms are binding and supersede any and all other terms and/or conditions whether oral or written.

As used herein, "Vendor" means the contractor, supplier, licensor, seller, consultant or other party, by whatever description may be used, in its Contract with the City of Allen, Texas. The "Contract" is the agreement between the Vendor and the City, including all attachments, exhibits, appendices, addenda and other matters that are intended to be a part of the agreement between the parties.

**Application.** This Purchasing Rider ("Rider") supplements and amends the Contract between the parties and takes precedence over any conflicting provision in the Contract, including but not limited to provisions in or an attachment to the Response to Solicitation or Bid, Contract, Agreement, Quote, Invoice or Purchase Order, as applicable. Any general terms or conditions proposed by Vendor as a part of its agreement with the City are subordinate to the terms of this Rider where in conflict.

**Payment Provisions.** The City's payments under the Contract, including the time of

payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The City reserves the right to withhold all or part of any payment if a genuine dispute exists as to the goods or services for which the payment is intended. The City will remit any undisputed portion, and the parties will exercise diligence to resolve the dispute. No invoice, quote or purchase order submitted by Vendor will modify any term of this Rider or the Contract.

**Multiyear Contracts.** If the City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective, funds have not been appropriated, and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the Contract at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

**Local Preference.** The City Council supports the local preference option for purchasing. In accordance with Chapter 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided

that this bid is within 5% of the lowest bid price received, provided such action is not prohibited by law.

**Abandonment or Default.** A Vendor who abandons or defaults the work on the contract and causes the City to purchase goods, materials or services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto; may be considered disqualified in any re-advertisement of the service; and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

**Cancellation.** the City reserves the right to cancel the contract without penalty based on the public convenience by providing 30 days prior written notice to the Vendor. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation, and the City shall pay Vendor for work performed or materials supplied up to the date of termination. If the City has prepaid, the Vendor shall refund the City's payment, prorated to the date of termination.

**Compliance with other laws and certification of eligibility to contract.** Any offer to contract with the City shall be considered an executed certification that the Vendor will comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court, administrative bodies or tribunals in any matter affecting the performance of the Contract, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.

**Liability Limitations.** Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of

the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

**Indemnity and Independent Vendor Status of Vendor.** VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, ATTORNEY'S FEES AND ANY AND ALL OTHER COSTS OR FEES ARISING OUT OF THE PERFORMANCE OF THE CONTRACT AND/OR ARISING OUT OF A WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE VENDOR, ITS OFFICERS, AGENTS, AND EMPLOYEES.

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL THIRD PARTY CLAIMS, SUITS, ACTIONS, LEGAL PROCEEDINGS, DEMANDS, DAMAGES, COSTS, EXPENSES, ATTORNEY'S FEES AND ANY AND ALL OTHER COSTS OR FEES INVOLVING INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT.

It is understood and agreed that the Vendor and any employee or subcontractor of Vendor shall not be considered an employee of the City. The Vendor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all Vendor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City or is found to

interfere with the effective and efficient operation of the City's workplace.

**Viruses and Malware.** Vendor's indemnity obligations extend to its failure to implement and maintain reasonable measures and precautions to protect the City and the City's facilities from data breaches and the introduction into the City's computer network of any programs, mechanisms, programming devices, malware or other computer code (i) designed to disrupt, disable, harm, or otherwise impede in any manner the operation of any software program or code, or any computer system or network (commonly referred to as "malware", "spyware", "viruses" or "worms"); (ii) that would disable or impair the operation thereof or of any software, computer system or network in any way based on the elapsing of a period of time or the advancement to a particular date or other numeral (referred to as "time bombs", "time locks", or "drop dead" devices); (iii) is designed to or could reasonably be used to permit a party or any third party to access any computer system or network (referred to as "trojans", "traps", "access codes" or "trap door" devices); or (iv) is designed to or could reasonably be used to permit a party or any third party to track, monitor or otherwise report the operation and use of any software program or any computer system or network by the other party or any of its customers. The Vendor will hold harmless, indemnify and defend the City from and against data breaches and malware, ransomware, viruses or other electronic software, routines, programs, codes or devices that may damage or impair the City's computer facilities arising from the Vendor's performance under this Agreement.

**Confidentiality.** Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law is invalid.

**Tax Exemption.** The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes and federal excise tax. Accordingly, those taxes may not

be added to any item. Texas limited sales tax exemption certificates will be furnished upon request.

**Sovereign Immunity.** Any provision of the Contract that seeks to waive the City's immunity from suit and/or liability is void unless agreed to by specific acknowledgement of the provision within the contract.

**Governing Law and Venue.** Texas law governs this Contract and any suit on this Contract must be filed in a court of proper jurisdiction in Collin County, Texas.

**Right to trial by Jury.** Any provision of the Contract that seeks to waive an aggrieved Party's right to trial by jury is void.

**Certificate of Interested Parties (TEC Form 1295).** For contracts that require City Council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Texas Government Code, the City may not accept or enter into a contract until it has received from the Vendor a completed and signed Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Vendor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential Vendor with respect to the proper completion of the TEC Form 1295.

**Energy Boycott.** In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87<sup>th</sup> Leg., S.B. 13), the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that the company: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The signatory executing the Contract on behalf of Vendor verifies Vendor does not boycott energy companies and will not boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City determines the requirements of Subsection 2274.002(b) are inconsistent with the City's constitutional or statutory duties related to the issuance, incurrence or management of debt obligations or the deposit, custody, management, borrowing or investment of funds.

**Firearms.** In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87<sup>th</sup> Leg., S.B. 19) the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that the company: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing the Contract on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City contracts with a

sole-source provider or if the City does not receive any bids, if applicable, from a company that is able to provide the required verification.

**Critical Infrastructure.** In accordance with Chapter 2274, Texas Government Code, the City may not enter into a contract or agreement with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more (1) if the company would be granted direct or remote access to or control of critical infrastructure in Texas, excluding access specifically allowed by the City for product warranty and support purposes and (2) if the City knows the company is (A) owned by or the a majority of stock or other ownership interest of the company is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of such countries, or (B) headquartered in such countries. The signatory executing the Contract on behalf of Vendor represents that neither Vendor nor any of its parent companies, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company of which the City may not contract pursuant to Section 2274.0102, Texas Government Code. The foregoing verification is made solely to comply with Section 2274.0102, Texas Government Code.

**Anti-Boycott Israel Verification.** In accordance with Chapter 2271, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing the Contract on behalf of Vendor verifies that Vendor and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent the

Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than \$100,000.

**Iran, Sudan, and Foreign Terrorist Organizations.** The signatory executing the Contract on behalf of Vendor represents that neither Vendor nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts

under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

**VENDOR:**

FORTÉ

By: Robby Turner, Its RVP, South Region

Date: Dec 1, 2025

**City of Allen, Texas**

Eric Ellwanger, City Manager

Date: \_\_\_\_\_

**ATTEST:**

By: Shelley B. George, City Secretary

Signature:   
Robby Turner (Dec 1, 2025 14:37:55 CST)

Email: [robby.turner@ourforte.com](mailto:robby.turner@ourforte.com)






# Allen Purchasing Rider (003)

Final Audit Report

2025-12-01

Created:	2025-12-01
By:	Jacob Bueche (jacob.bueche@ourforte.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuEJe19baD9YCFquAgoheXz4VqXgCmD4T

## "Allen Purchasing Rider (003)" History

-  Document created by Jacob Bueche (jacob.bueche@ourforte.com)  
2025-12-01 - 7:52:21 PM GMT
-  Document emailed to Robby Turner (robby.turner@ourforte.com) for signature  
2025-12-01 - 7:56:21 PM GMT
-  Email viewed by Robby Turner (robby.turner@ourforte.com)  
2025-12-01 - 8:15:58 PM GMT
-  Document e-signed by Robby Turner (robby.turner@ourforte.com)  
Signature Date: 2025-12-01 - 8:37:55 PM GMT - Time Source: server
-  Agreement completed.  
2025-12-01 - 8:37:55 PM GMT

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

Tuesday, December 9, 2025, 7:00 PM

**AGENDA CAPTION:**

Authorize the City Manager to execute a contract with Garland/DBSA, Inc., for the roof replacement, waterproofing and sealing at the Joe Farmer Recreation Center for \$1,119,668.

**STAFF RESOURCE:**

Kyle Benedict

**BOARD/COMMISSION ACTION:**

None

**PREVIOUS COUNCIL ACTION:**

None

**STRATEGIC PLANNING GOAL:**

Safe and livable community for all.

**BACKGROUND:**

Assessments of the Joe Farmer Recreation Center roof have yielded the need for a comprehensive roof replacement to include the standing seam metal roof, the domed atrium roof, and the low slope asphalt roof.

For several years, the roof has been the subject of extensive and costly patchwork repairs. Despite these efforts, the building has encountered numerous leaks leading to significant internal damage and operational issues including the gym floor replacement due to water damage, masonry and sheetrock repairs throughout the facility and HVAC and climate control issues due to gaps in the attachment of the dome to the roof.

This project is scheduled to start on March 2, 2026, with completion no later than May 29, 2026, with minimal impact to the daily operations of the facility. After spring break, the gym will need to be closed for a week as crews remove the existing material.

**BUDGETARY IMPACT:**

Initial cost of the project is \$1,119,668, with a contingency allocation to account for repairs needed after roof removal.

Funding approved from Non-Bond funds.

**STAFF RECOMMENDATION:**

Staff recommends approval.

**MOTION:**

*I make a motion to authorize the City Manager to execute a contract with Garland/DBSA, Inc., for a Roof Replacement, Waterproofing, and Sealing at Joe Farmer Recreation Center for \$1,119,668.*

**Attachments**

[Agreement](#)

STATE OF TEXAS

§  
§  
§AGREEMENT FOR PUBLIC FACILITY PROJECT  
(MINOR)

COUNTY OF COLLIN

This Agreement for Professional Services ("Agreement") is made by and between the City of Allen, Texas ("City") and Garland/DBS, Inc *Foreign For-Profit Corporation* ("Professional") (each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

**RECITALS:**

**WHEREAS**, the City desires to engage the services of the Contractor as an independent contractor, and not as an employee, to provide the labor, goods, materials, equipment, installation, construction and services described in the Contract Documents (hereinafter defined) for Joe Farmer Recreation Center Roof Project (the "Project"); and

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

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

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

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

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

- (a) by written agreement of the Parties;
- (b) upon written notice by either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof; or
- (c) upon written notice by City, if the Contractor suffers an event of Bankruptcy or Insolvency (for purpose of this section "Bankruptcy or Insolvency" shall mean the dissolution or termination of Contractor's existence as a going business, insolvency, appointment of receiver for any part of Contractor's property and such appointment is not terminated within ninety (90) days after

such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Contractor and such proceeding is not dismissed within ninety (90) days after the filing thereof);

## **Article II**

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

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

- A. This Agreement;
- B. The plans and specifications and general and/or special conditions attached hereto.
- C. Contractor's Response to City's Request for scope of work and proposal that are covered under Omnia Contracts R230401 and PW1925

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

## **Article III**

### **Project Scope of Work**

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

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

The Contractor shall achieve substantial completion of the Work timely and in accordance with the time stated in the Notice to Proceed. "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that

the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose, even though minor miscellaneous work and/or adjustment may be required.

### 3.3 Change Orders.

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

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

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

3.4 Bonds. Contractor shall provide payment bonds and performance bonds for the Project to ensure completion of the Project pursuant to Chapter 2253, Texas Government Code. Contractor shall provide one (1) maintenance bond for the value of completed work for a period of two (2) years following completion of the Project in favor of City for the Project in accordance with City requirements and regulations pertaining to maintenance bonds for public improvements. During the term of this Agreement and any applicable Maintenance Bond period, Contractor agrees to respond to City requests deemed "warranty" within 5-business days for non-emergency issues, and within one (1) hour, for emergencies, which is defined as any instance that poses a hazard to building occupants, visitors, guests, and the public, and any instance if when left un-repaired, will cause damage to any portion of the City building or facility

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

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

### 3.7 Suspension or Stoppage of Work.

(a) City shall have the right to immediately suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable considerations considered unfavorable for the proper prosecution of the Work or for failure of the Contractor to carry out the instructions from the City or if City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Contractor shall be suspended until Contractor has taken satisfactory corrective action. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the Project site and the Work from damage, loss or harm. Contractor shall not be compensated for periods of delay caused by suspension of Work by City. If Work is suspended due to no fault of Contractor, an extension of time shall be granted by City by change order upon written application, which extension shall not be unreasonably denied.

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

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

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

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

3.10 Compliance with applicable law. Contractor shall and shall cause its employees and sub-contractors to comply with all personnel safety programs applicable for the Project Work and to keep the Project area clean and free from debris on a daily-basis, and to keep noise and obnoxious

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

3.11 Project Work Disturbance. In the event Project work by the Contractor and/or its subcontractors disrupts any City service, causes damage to City property, or causes harm to any person, Contractor agrees, at its sole cost and expense, to immediately contact the City Project Manager, while providing appropriate emergency response, including but not limited to, calling police, fire and/or the appropriate utility company regarding service.

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

3.13 Criminal Backgrounds. From time to time, at its sole discretion, the City may require criminal background checks on Contractor and its employees (and its sub-contractors and its employees) who will be performing after-hours Work, and/or require access to Public Safety or City facilities, technology rooms, or secure areas. Criminal background checks are conducted in accordance with Department of Public safety regulations at no charge to the Contractor. All information obtained as part of the criminal background process is kept strictly confidential. Contractor agrees to submit and cause its employees (and to cause its sub-contractor and its employees) to the criminal background process, if required by the City. All decisions regarding Contractor and its employees (and its sub-contractor and its employees) access to City facilities are final.

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

removal of, and, to require Contractor to remove Contractor's (and its sub-contractor's) employees from the Project site if in violation of the foregoing standards.

3.15 Prevailing Wage Rates. The Contractor shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the Project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the Project. City has adopted a Prevailing Wage Rate Schedule, available to the Contractor by request, which specifies the classes and wage rates to be paid to all persons. The Contractor shall pay not less than the minimum wage rates established thereby for each class, craft or type of labor, workman, or mechanic employed in the execution of this Agreement. The failure of the Contractor to comply with this requirement shall result in the forfeiture to the Owner of a sum of not less than Sixty Dollars (\$60.00) for each person per day, or portion thereof, that such person is paid less than the prevailing rate. Upon request by City, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the City to ensure compliance with this provision.

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

##### **4.1     General.**

(a)     **Contract Price.** City shall pay, and Contractor shall accept, as full and complete payment for the Work required under the Contract Documents a total amount not to exceed One Million One Hundred Nineteen Thousand Six Hundred and Sixty-Eight Dollars and no cents (\$1,119,668) (the "Contract Price") to be paid as set forth herein.

(b)     **Payment of the Contract Price.** Unless otherwise provided in the Contract Documents the Contractor shall be paid on a monthly-basis within thirty (30) days after City receipt of the Contractor's detailed monthly itemized invoice for Work and City verification of the work and Services set forth in the Contractor's monthly invoice. Contractor shall submit a monthly invoice on or before the 5<sup>th</sup> calendar day of each month beginning with the first calendar month following the date of the City notice to proceed for the Work provided during the previous ending calendar monthly period, in a form prescribed by the City of Allen, if applicable. The Contractor's detailed monthly itemized invoice shall, at a minimum include and show the Contract Price, the billing period, Project name, contract number issued by the City, schedule of values for the Work performed, amount of Work complete, percentage of the Work completed, the amount of Work being invoiced, amount of any City approved change orders, amount of Retainage (hereinafter defined) being withheld, and the amount of the Contract Price remaining to be paid.

4.2     **Retainage.** An amount equal to ten percent (10%) of the Contract Price shall be retained by City if the Contract Price is less Five Million Dollars (\$5,000,000.00) and five percent (5%) if the Contract Price is Five Million Dollars (\$5,000,000.00) or more ("Retainage"), and shall be paid over by City to Contractor as the final installment of the Contract Price after the following has occurred to the reasonable satisfaction of City:

- (a) Contractor shall have completed all punch-list items, if any.
- (b) City shall have conducted a final inspection and has accepted the Work.
- (c) City shall have received a completion certificate executed by Contractor and the City's inspector stating that the Work has been completed in accordance with the Contract Documents, together with such other evidence that no mechanics or materialmen's liens or other encumbrances have been filed against the Work or the Project.
- (d) Contractor shall have delivered and assigned (or caused to be delivered and assigned) all warranties and maintenance bond(s) for the Work to the City.
- (e) Submittal of executed Contractor's affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property, might be responsible, have been fully paid or otherwise satisfied;
- (f) Removed all materials, equipment, tools, and supplies, not required to remain on-site as indicated by the City, including storage containers, lifts, trash receptacles, and dumpsters;
- (g) Re-established the Project site to its original condition, including but not limited to furniture, fixtures, equipment, finishes, landscaping, irrigation, and/or any concrete, disturbed by Contractor's work;
- (h) Return of keys and/or security cards issued to Contractor for Project access.

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

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

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

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

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

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

**Article VI**  
**Miscellaneous**

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

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

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

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

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

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

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

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

If intended for City, to:

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

With a copy to:

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

If intended for Contractor:

Garland/DBS, Inc.  
Attn: Brian Lampert  
4500 Rockside Rd STE 400  
Independence, OH; 44131

6.9 Insurance.

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

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

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

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

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

6.10 Indemnification.

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

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

6.11 Debarment and Suspension.

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

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

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

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

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

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

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

6.15 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.

6.16 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.

6.17 Certificate of Interested Parties. For contracts that require City Council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Texas Government Code, the City may not accept or enter into a contract until it has received from the Vendor a completed and signed Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Vendor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential Vendor with respect to the proper completion of the TEC Form 1295.

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

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025

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 24 day of November, 2025

GARLAND/DBS, INC.

By: Brian Lambert  
Name: Brian Lambert  
Title: President



Exhibits

Contractor's Response to City's Request for scope of work and proposal that are covered under Omnia  
Contract # R230401 and PW1925

## CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

**AGENDA DATE:**

Tuesday, December 9, 2025, 7:00 PM

**AGENDA CAPTION:**

Award Bid and authorize the City Manager to execute a contract with North Rock Construction & Associates, LLC, for the Reconstruction of the City Hall Front Steps Project for \$567,839.33.

**STRATEGIC PLANNING GOAL:**

Financially sound and transparent City government

**BACKGROUND**

The City of Allen is seeking to repair and reconstruct the main entrance steps of City Hall with a renewed design and improved ADA access to the facility. The existing steps and front door landing have subsided over the years. Despite multiple attempts to lift the threshold (using urethane foam injection) or grind tripping hazards, the front steps continue to subside. Because of this settlement, the front steps are in a deteriorating condition, with significant concrete cracking and surface damage.

To improve safety, accessibility and overall appearance of the facility, the Engineering Department proposes a reconstruction project that will transform the appearance of the front steps, introduce a new ADA-complaint access route that is more direct and convenient than the existing ramp. Ultimately, the existing accessible route will remain as secondary or redundant option.

This project will not only restore structural reliability and aesthetic, but will also enhance functionality and provide better accessibility for residents of all abilities to more easily enter the “front door to the community.”

The project goal for delivery is completion by April 15, 2026. Since this project will require the entire front steps and sliding entry doors to be closed, re-routing visitors through the courtyard to the northern exterior door, the project specifications identified a maximum calendar-day bid of 100 days.

A Request for Proposal (RFP #2026-10-1) process was used in acquiring pricing for the project, using a variety of considerations beyond price and time.

A total of five (5) responsive bids were received (four others were rejected since their timeframe bid exceeded the 100-day maximum, or the subcontracted work exceeded 75% of the labor work).

BIDDER	DAYS	PRICE
North Rock Construction & Associates LLC	90	\$567,839.33
A&C Construction, Inc	96	\$699,500.00
Dallas Harmony Construction, LLC	95	\$794,124.03
Cole Construction, Inc	95	\$811,037.56
Alman Construction Services	96	\$1,160,952.00

A committee of staff members went through a selection process reviewing the five (5) responsive proposers to determine the best value. From this process, North Rock Construction & Associates LLC was selected as the best value to the City, based on an evaluation of cost, past working experience, qualifications, and time for completion.

Not only was North Rock Construction & Associates LLC the absolute lowest responsible bidder in both time and price, they have successfully completed projects for the City of Allen Parks & Recreation Department in the past.

### **BUDGETARY IMPACT**

This project is funded with non-bond funds, allocated from the City Council Strategic Non-Bond Fund as presented at the Allen City Council Budget Workshop Presentation on August 14, 2025. At that time, the estimated cost allocation for construction was identified as approximately \$550,000.

As a result of the actual bid for construction, the project expenses and funding allocations are proposed as follows:

EXPENSE	AMOUNT
Construction	\$567,839.33
Design (Professional Architect Services)	\$48,400.00
Materials and Compaction Testing	\$15,000.00
<b>TOTAL PROJECT BUDGET</b>	<b>\$631,239.33</b>

FUND	AMOUNT
City Council-directed Non-Bond	\$567,839.33
Facilities Maintenance Fund	\$63,400.00
<b>TOTAL PROJECT BUDGET</b>	<b>\$631,239.33</b>

### **STAFF RECOMMENDATION**

Staff recommends approval.

### **MOTION**

*I make a motion to authorize the City Manager to execute a contract with North Rock Construction & Associates LLC for Reconstruction of the City Hall Front Steps for \$567,839.33.*

### **Attachments**

[Agreement](#)

[Rendering](#)

**STANDARD FORM OF AGREEMENT**

STATE OF TEXAS }

COUNTY OF COLLIN }

**THIS AGREEMENT**, made and entered into this 9 day of December, of 2025, by and between The City of Allen, Texas, a municipal corporation, of the County of Collin and State of Texas, acting through its City Manager thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and North Rock Construction & Associates LLC of the City of Denton, County of Denton and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

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

**City Hall Front Steps Bid No. 2026-10-1**

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

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within ( 90 ) **calendar days** after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

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

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

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

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

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

**North Rock Construction & Associates LLC**  
\_\_\_\_\_  
Party of the Second Part (CONTRACTOR)

By K. Williamson  
Kenneth Williamson, President

**Attest** Jydia



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

<b>AGENDA DATE:</b>	Tuesday, December 9, 2025, 7:00 PM
<b>AGENDA CAPTION:</b>	Adopt an Ordinance amending the Code of Ordinances, Chapter 10, "Offenses- Miscellaneous" by adding a new Article IX, " Public Camping and Sleeping."
<b>STAFF RESOURCE:</b>	Steve Dye, Chief of Police
<b>BOARD/COMMISSION ACTION:</b>	None
<b>PREVIOUS COUNCIL ACTION:</b>	None
<b>STRATEGIC PLANNING GOAL:</b>	Safe and livable community for all.

**BACKGROUND:**

The Allen Police Department is experiencing an increase in encounters with unhoused individuals occupying semi-private spaces. Examples of these areas include the entryways of closed businesses, breezeways within strip centers, and outdoor patio spaces of restaurants and other businesses. Their presence in these locations has disrupted business operations at opening and has resulted in the use of resources—such as electrical power and Wi-Fi—without the property owner’s consent. These situations have also created uncomfortable and sometimes concerning interactions for employees and customers.

This ordinance would provide the City of Allen and the Allen Police Department with an effective tool to address these issues, protect private property rights, and maintain a safe and welcoming environment for businesses and the community. It would allow Allen Police Officers to direct individuals to leave the semi-private areas of businesses without requiring contact with a property owner during non-business hours. This tool would also give officers a practical means to address quality-of-life concerns without relying on the availability of store managers or property owners.

**STAFF RECOMMENDATION:**

Staff recommends approval.

**MOTION:**

*I make a motion to adopt Ordinance No. \_\_\_\_\_ amending Chapter 10, "Offense- Miscellaneous," by adding a new Article IX, "Public Sleeping and Camping."*

**Attachments**

[Ordinance](#)

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 10, "OFFENSES—MISCELLANEOUS" BY ADDING A NEW ARTICLE IX, "PUBLIC SLEEPING AND CAMPING"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500); AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council finds that the obstruction or unauthorized use of public spaces for sleeping or camping can create health and safety hazards, interfere with public access, and negatively impact the general welfare of the community; and,

**WHEREAS**, the City Council finds that the adoption of this ordinance is in the best interest of the health, safety and welfare of the citizens of the City.

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

**SECTION 1.** The Code of Ordinances of the City of Allen, Collin County, Texas, be and the same is hereby amended by amending Chapter 10, "Offenses—Miscellaneous" by adding a new Article IX, "Public Camping and Sleeping" to read as follows:

**"ARTICLE IX. – PUBLIC CAMPING AND SLEEPING**

**Sec. 10-77. - Definitions.**

For purposes of this section the following words, terms and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

*Public place* means any outdoor area accessible to the public including a street, highway, parking lot, parking garage, alleyway, pedestrian way, cycling way, equestrian way, and the common areas, walkways, outdoor areas and courtyards of an elementary school, secondary school, college, hospital, apartment building, office building, transport facility, business, or city-owned building or facility.

*Camp* means to use a public place for sleeping and/or living accommodation purposes, including but not limited to the following:

- (a) Making preparations to construct a temporary shelter, such as the setting up of a tent, laying down of bedding, lying in or on a cot, sleeping bag, bedroll or other similar sleeping equipment, or the construction of a temporary shelter with other materials such as cardboard or newspapers;
- (b) Parking of a motor vehicle, motor home, or trailer for the apparent purpose of overnight occupancy;
- (c) Storing or accumulating clothing, food, beverages or other personal belongings;
- (d) Digging or earth breaking; or,
- (e) Using any tent or temporary shelter.

**Sec. 10-78. – Offenses.**

- (a) It shall be unlawful and an offense for a person to sleep upon a public place.
- (b) It shall be unlawful and an offense for a person to camp in a public place without the effective consent of the officer or agency having the legal duty or authority to manage the public place.

**Sec. 10-79. – Defenses.**

- (a) Prior to taking any action to enforce the provisions of this article, any law enforcement officer observing a violation of this article shall first notify the person engaged in the prohibited conduct that he or she is in violation of this article. It is an affirmative defense to a prosecution under this article that any person so notified promptly ceased, within a time reasonable under the circumstances, to engage in the prohibited conduct following such notification. This warning will be applicable to the entire City of Allen and be valid for 48 hours.
- (b) It is an affirmative defense to any prosecution under subsection 10-78 that the person is:
  - (1) in the right-of-way because of a medical emergency;
  - (2) operating or patronizing a commercial establishment that conducts business on the sidewalk;
  - (3) participating in or viewing a parade, festival, performance, rally, demonstration, or similar event;
  - (4) sitting on a chair or bench that is supplied by a public agency or by the abutting private property owner;
  - (5) sitting within a bus stop zone while waiting for public or private transportation; or
  - (6) waiting in a line for goods, services, or a public event.
- (c) It is an affirmative defense to prosecution under subsection 10-78 if a person sits or lies down as the result of a disability as defined by the Americans with Disabilities Act.
- (d) It is an affirmative defense to prosecution under subsection 10-78 that a person owns the property or has secured the permission of the property owner to camp in a public place.
- (e) It is a defense to prosecution under subsection 10-78 of this section that the person camping in public place was expressly authorized by:
  - (1) an ordinance or resolution of the city council
  - (2) a contract with the city; or,
  - (3) if the public place is under the jurisdiction, management, or control of the city's park and recreation board, a permit or other written authorization granted by the director of the park and recreation department.

**Sec. 10-80. – Culpable mental state not required.**

Neither the allegation of nor evidence of a culpable mental state is required for the proof of an offense defined by this article.

**Sec. 10-81. – Penalty.**

An offense under the article is deemed to be a misdemeanor and upon conviction be punishable by a fine not to exceed five hundred dollars (\$500.00) for each offense. A person who violates a provision of this section is guilty of a separate offense for each day or part of a day during which the violation is committed, continued, or permitted.”

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

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

**SECTION 4.** Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed the sum of Five Hundred and No/100 Dollars (\$500.00) for each offense.

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 9<sup>TH</sup> DAY OF DECEMBER 2025.**

**APPROVED:**

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**Baine L. Brooks, MAYOR**

**APPROVED AS TO FORM:**

**ATTEST:**

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**Peter G. Smith, CITY ATTORNEY**

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

## CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

**AGENDA DATE:**

Tuesday, December 9, 2025, 7:00 PM

**AGENDA CAPTION:**

Adopt an Ordinance amending the Code of Ordinances, Chapter 10, "Offenses-Miscellaneous" Article VI, Regulation of Sex Offender Residency" by amending Section 10-55 "Definitions," 10-56 "Offenses," Section 10-59(1) "Affirmative Defenses," and Section 10-60 "Penalty Provisions."

**STAFF RESOURCE:**

Steve Dye, Chief of Police

**BOARD/COMMISSION ACTION:****PREVIOUS COUNCIL ACTION:**

March 24, 2015 - Approved Sex Offender Residency Ordinance No. 3288-3-15

**STRATEGIC PLANNING GOAL:**

Safe and livable community for all.

**BACKGROUND:**

The Allen Police Department is requesting an amendment to the existing Sex Offender Residency Ordinance.

We are requesting that Council approve an increase in the distance a Registered Sex Offender can establish their permanent residence from 1,000 feet to 2,000 feet from restricted areas. This increase would provide additional protection for Allen residents and align us with the Sex Offender Registration Ordinances of our neighboring cities.

We are also amending and adding definitions of restricted areas to better define their locations within Allen. These more defined areas will reduce confusion for Allen residents.

These amendments include adding the following definitions:

*Database* shall mean the Texas Department of Public Safety's sexual offender database maintained by the Texas Department of Public Safety. This database is a resource accessible to locate and find information on Registered Sex Offenders.

*Halloween* to mean the holiday typically observed on or about the last week of October, when children go door to door to collect candy or other treats. It will now be an offense for any person required to register in the database to have an outdoor light illuminated to invite trick-or-treaters to solicit the premises, or to hand out candy or other items on Halloween.

For the purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the permanent or temporary residence to the nearest property line of the premises where children commonly gather, as defined herein.

*Premises where children commonly gather* shall mean any lot or track of land that is used as or contains a:

1. Child-care facility; or,
2. School, playground, video arcade facility, or youth center; or,
3. Public Park; or,
4. Private recreational facility.

*Private Recreational Facility* shall mean any recreational facility open to minors, including parks, pools, playgrounds, skate parks, or youth athletic fields that are:

1. Owned by a residential property owners association; or,
2. For which an entrance, admission, or rental fee is charged.

*Public Park* shall mean any land designated for public recreation or any athletic field that is owned, leased, or maintained by the city. For purposes of this article, landscaped street medians are not public parks.

**STAFF RECOMMENDATION:**

Staff recommends approval.

**MOTION:**

*I make a motion to adopt Ordinance No. \_\_\_\_\_ amending the Adopt an Ordinance amending the Code of Ordinances, Chapter 10, "Offenses-Miscellaneous" Article VI, Regulation of Sex Offender Residency" by amending Section 10-55 "Definitions," 10-56 "Offenses," Section 10-59(1) "Affirmative Defenses," and Section 10-60 "Penalty Provisions."*

**Attachments**

[Ordinance](#)

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 10, “OFFENSES—MISCELLANEOUS,” “ARTICLE VI, “REGULATION OF SEX OFFENDER RESIDENCY”; BY AMENDING SECTION 10-55 “DEFINITIONS” TO ADD DEFINITIONS FOR “DEPARTMENT OF PUBLIC SAFETY’S SEXUAL OFFENDER DATABASE,” “HALLOWEEN,” “PRIVATE RECREATIONAL FACILITY,” AND “PUBLIC PARK,” AND TO AMEND THE DEFINITION OF “PREMISES WHERE CHILDREN COMMONLY GATHER”; BY AMENDING SECTION 10-56 “OFFENSES” TO MODIFY EXISTING LANGUAGE AND TO ADD A NEW SUBSECTION (b) ESTABLISHING A SEPARATE OFFENSE; BY AMENDING SECTION 10-59(1) “AFFIRMATIVE DEFENSES”; BY AMENDING SECTION 10-60 TO REVISE THE PENALTY PROVISION; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:**

**WHEREAS**, the City Council of the City of Allen, Texas, finds and has determined that convicted sex offenders who are required to register on the Texas Department of Public Safety’s sex offender database pose a legitimate, significant, and serious threat to the health, safety, and welfare of the public generally, and to the safety of children who gather in areas where such offenders reside; and,

**WHEREAS**, the City Council of the City of Allen, Texas, desires to establish residency restrictions for sex offenders and to create areas around locations where children regularly congregate in concentrated numbers and where certain registered sex offenders and sexual predators are prohibited from loitering or establishing temporary or permanent residency; and,

**WHEREAS**, the City Council of the City of Allen, Texas, finds it to be in the public interest to amend the Code of Ordinances and adopt such rules for the safeguarding of public health, safety, and welfare.

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

**SECTION 1.** The Code of Ordinances of the City of Allen be amended by amending Section 10-55 “Definitions” of Chapter 10 “Offenses—Miscellaneous,” Article VI “Regulation of Sex Offender Residency,” by adding definitions for “Department of Public Safety’s Sexual Offender Database,” “Halloween,” “Private Recreational Facility,” and “Public Park,” and by amending the definition of “Premises Where Children Commonly Gather,” to read as follows:

**“ARTICLE VI. – REGULATION OF SEX OFFENDER RESIDENCY**

**Sec. 10-55. - Definitions.**

For purposes of this section, the following words, terms, and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Database* shall mean the Texas Department of Public Safety's sexual offender maintained by the Texas Department of Public Safety pursuant to V.A.T.C. Code of Criminal Procedure sections 62.001 et seq., as amended.

*Halloween* means the holiday typically observed on or about the last week of October, when children go door to door to collect candy or other times.

*Minor* shall mean a person younger than seventeen (17) years of age.

*Permanent residence* shall mean a place where a person abides, lodges, or resides for fourteen (14) or more consecutive days.

*Premises where children commonly gather* shall mean any lot or track of land that is used as or contains a:

- (1) Child-care facility, as the term is or may be defined in V.A.T.C. Human Resources Code section 42.002, as amended; or,
- (2) School, playground, video arcade facility, or youth center, as those terms are or may be defined in V.T.C.A., Health and Safety Code § 481.134, as amended; or,
- (3) Public Park; or,
- (4) Private recreational facility.

*Private Recreational Facility* shall mean any recreational facility open to minors including parks, pools, playgrounds, skate parks, or youth athletic fields:

- (1) Owned by a residential property owners association; or,
- (2) For which an entrance, admission, or rental fee is charged.

*Public Park* shall mean any land designated for public recreation or any athletic field that is owned, leased, or maintained by the city. For purposes of this article, landscaped street medians are not public parks.

*School* shall mean private or public elementary or secondary school, as those terms are or may be defined in V.T.C.A., Health and Safety Code § 481.134, as amended; and shall also include a public school that is closed by the district but is still being used by children for recreational purposes.

*Temporary residence* shall mean a place where a person abides, lodges, or resides for a period of fourteen (14) or more days in the aggregate during any calendar year and which is not the person's permanent address, or a place where a person routinely abides, resides, or lodges for a period of four (4) or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence.

#### **Sec. 10-56. - Offenses.**

- (a) It is unlawful for any person who is required by law to register on the database because of a violation involving a victim who was a minor, to establish a permanent residence or temporary residence within two thousand (2,000) feet of any premises where children commonly gather.
- (b) It is unlawful for any person who is required by law to register on the database because of a violation involving a victim who was a minor to invite trick-or-treaters to solicit the premises, or to hand out candy or other items on Halloween.

- (c) It shall be unlawful for any person who is required by law to register on the database because of a violation involving a victim who was a minor, if such person fails to display a visible sign at their residence on Halloween that states they are not distributing candy or other items.

**Sec. 10-57. - Evidentiary matters; measurements.**

- (a) It shall be prima facie evidence that this section applies to such a person if that person's record appears on the database and the database indicates that the victim was a minor as defined herein.
- (b) For the purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the permanent or temporary residence to the nearest property line of the premises where children commonly gather, as defined herein, or, in the case of multiple residences, on one (1) property, measuring from the nearest property line of the premises to the nearest property line of the premises where children commonly gather.
- (c) A map depicting the prohibited areas shall be maintained and annually updated by the police department which shall be available to the public for inspection at the police department.

**Sec. 10-58. - Culpable mental state not required.**

Neither the allegation of nor evidence of a culpable mental state is required for the proof of an offense defined by this article.

**Sec. 10-59. - Affirmative defenses.**

- (a) It is an affirmative defense to prosecution that any of the following conditions apply:
  - (1) The person required to register on the database established the permanent or temporary residence and has complied with all of the sex offender registration laws of the state prior to the date of the adoption of this article and has not been convicted of an offense after the date of adoption of this article that requires the person to register on the department of public safety's sexual offender database. This shall only apply to:
    - (a) Areas necessary for the registered sex offender to have access to and live in the residence.
    - (b) The period the registered sex offender maintains residency in the residence.
  - (2) The person required to register on the database was a minor when such person committed the offense requiring such registration and was not convicted as an adult.
  - (3) The person required to register on the database is a minor.
  - (4) The premises where children commonly gather, within two thousand (2,000) feet of the permanent or temporary residence of the person required to register on the database, was opened after the person established the permanent or temporary residence and complied with all sex offender registration laws of the state.
  - (5) The person was at the time of the violation subject to community services supervision pursuant to V.T.C.A., Code of Criminal Procedure art. 42.12, § 13B, as amended, and the court reduced or waived the one thousand (1,000) foot restriction for a child-free zone under V.T.C.A., Code of Criminal Procedure art. 42.12, § 13B(a)(1)(B), as amended, as it applies to the person's residence.

- (6) The information on the database is incorrect, and, if corrected, this article would not apply to the person who was erroneously listed on the database.
- (7) The person failed to comply with Section 10-56(c) by not placing a sign at their residence because such person was out of town and not residing at the residence during Halloween.

**Sec. 10-60. - Penalty.**

An offense under the article is deemed to be a misdemeanor and upon conviction be punishable by a fine not to exceed five hundred dollars (\$500.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.”

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

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

**SECTION 4.** An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

**SECTION 5.** Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Allen, as previously amended, and upon conviction shall be punished by a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense.

**SECTION 6.** This ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 9<sup>TH</sup> DAY OF DECEMBER 2025.**

**APPROVED:**

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**Baine L. Brooks, MAYOR**

**APPROVED AS TO FORM:**

**ATTEST:**

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**Peter G. Smith, CITY ATTORNEY**

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

## CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

**AGENDA DATE:**

Tuesday, December 9, 2025, 7:00 PM

**AGENDA CAPTION:**

Conduct a Public Hearing and adopt an Ordinance establishing Standards of Care necessary for a Daycare Licensing Exemption for youth camp programs operated by the Allen Parks and Recreation Department.

**STAFF RESOURCE:**

Kate Meacham, Parks and Recreation Director

**BOARD/COMMISSION ACTION:**

October 13, 2025 - Parks and Recreation Board approved the local Standards of Care and recommended approval by the City Council.

**PREVIOUS COUNCIL ACTION:**

January 14, 2025 - Ordinance No. 4134-1-25

March 26, 2024 - Ordinance No. 4071-3-24

March 14, 2023 - Ordinance No. 3990-3-23

March 22, 2022 - Ordinance No. 3900-3-22

**STRATEGIC PLANNING GOAL:**

Safe and livable community for all.

**BACKGROUND:**

The Texas Human Resource Code, Section 42.041(b) (14) established requirements to exempt recreational programs operated by municipalities for elementary -age (5-13) children from State childcare licensing. To receive exempt status for camp programs, a municipality is required to adopt standards of care by ordinance after a public hearing is held, then make available a copy of program standards, a notice of the public hearing for the program, and a copy of the ordinance adopting the standards to the State.

Standards are provided to the parents of each camp program participant. The ordinance shall include, at a minimum, staffing ratios, minimum staff qualifications, minimum facility, health, and safety standards, and mechanisms for monitoring and enforcing the adopted local standards, and inform guardians that the state does not license the camp program, and the program may not be advertised as a childcare facility. The annual adoption of this ordinance is required for a daycare licensing exemption.

This year, the only adjustment is the addition of The Edge as a camp location.

**LEGAL NOTICES:**

Public Hearing notice published November 21, 2025.

**STAFF RECOMMENDATION:**

Staff recommends approval.

**MOTION:**

*I make a motion to adopt Ordinance No. \_\_\_\_\_ establishing Standards of Care necessary for a daycare licensing exemption for youth camp programs operated by the Allen Parks and Recreation Department.*

**Attachments**

[Ordinance](#)

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ESTABLISHING STANDARDS OF CARE NECESSARY FOR A DAY CARE LICENSING EXEMPTION FOR YOUTH CAMP PROGRAMS OPERATED BY THE CITY OF ALLEN PARKS AND RECREATION DEPARTMENT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Texas Human Resources Code § 42.041(b)(14) establishes requirements for exempting recreational programs operated by municipalities for elementary age (5-13) children from childcare licensing; and,

**WHEREAS**, in order to receive exempt status for a youth recreation program, a municipality must adopt standards of care by ordinance after a public hearing for the program and requirements; and,

**WHEREAS**, the Allen Parks and Recreation Youth Program Standards of Care will provide basic child care regulations for day camp activities operated by the City of Allen Parks and Recreation Department in accordance with Texas Human Resources Code § 42.041(b)(14); and,

**WHEREAS**, the City Council after conducting a public hearing, and affording full and fair citizen feedback for the Allen Parks and Recreation Youth Programs finds that the Allen Parks and Recreation Youth Program Standards of Care attached hereto as Exhibit “A” should be approved.

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

**SECTION 1.** The City Council of the City of Allen adopts the Allen Parks and Recreation Youth Program Standards of Care for providing basic child care regulations for day camp activities operated by the City of Allen Parks and Recreation Department, which include staffing ratios, minimum qualifications, minimum facility, health and safety standards, and mechanisms for monitoring and enforcing the adopted local standards, a copy of which is attached hereto as Exhibit “A” and incorporated as if set forth in full.

**SECTION 2.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

**SECTION 3.** This ordinance shall take effect immediately from and after its passage and publication of the caption 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 9<sup>TH</sup> DAY OF DECEMBER 2025.**

**APPROVED:**

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**Baine L. Brooks, MAYOR**

**APPROVED AS TO FORM:**

**ATTEST:**

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**Peter G. Smith, City Attorney**

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

## EXHIBIT "A"

### CITY OF ALLEN CAMP PROGRAMS STANDARDS OF CARE

The Standards of Care are intended to be minimum standards by which the City of Allen Parks and Recreation Department will operate the City's camp programs. The following Standards of Care are required by the Texas Human Resources Code, Section 42.041 (b) (14), as approved by the Texas Legislature during the 89th legislative session.

**An elementary-age (ages 5-13) recreation program operated by a municipality provided the governing body of the municipality annually adopts standards of care by ordinance after a public hearing for such programs, that such standards are provided to the parents of each program participant, and that the ordinances shall include, at a minimum, staffing ratios, minimum staff qualifications, minimum facility, health and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and further provided that parents be informed that the program is not licensed by the state and the program may not be advertised as a child-care facility.**

The following basic childcare regulations are the minimum Standards of Care by which the City of Allen Parks and Recreation Department will operate camp programs. Standards of Care are adopted annually as an ordinance by the Allen City Council. The programs operated by the City are recreational in nature and are not child or daycare programs. The City is exempt from the requirements of the Texas Human Resources Code and is not licensed by the State to offer daycare programs.

#### GENERAL ADMINISTRATION

##### 1. Organization

- A. The governing body of the camp program is the City Council of the City of Allen, Texas.
- B. Implementation of the camp programs Standards of Care is the responsibility of the Parks and Recreation Department Director or his or her designee and Department employees.
- C. These Standards of Care will apply to all camp programs, including, without limitation:
  - i. Summer Camp Program
  - ii. Fall Break Program
  - iii. Spring Break Program
  - iv. Holiday Camp Program
  - v. Any additional daylong, multi-day, weeklong, or multisession camp program
- D. Each program site will have available for public and staff review a current copy of the Standards of Care.
- E. Parents of participants will be provided a current copy of the Standards of Care during the registration process for a program. Further, a copy of the Standards of Care shall be placed online on the City's website.
- F. Criminal background checks will be conducted on prospective program employees. If the results of a criminal background check indicate that a prospective program employee has been arrested, charged with, or

## EXHIBIT "A"

convicted of any of the following offenses, the prospective program employee will not be considered for employment:

- i. a felony or a misdemeanor classified as an offense against a person or family member;
- ii. a felony or misdemeanor classified as public indecency;
- iii. any offense for which a person is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure;
- iv. a felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance and;
- v. any offense involving moral turpitude.

### 2. Definitions

For purposes of these Standards of Care, the following words shall have the respective meanings ascribed to them:

- A. *Camp Program(s) or Program(s)* means the Summer Camp Program, Fall Break Camp Program, Spring Break Camp Program, the Holiday Camp Program, and any additional daylong, multi-day, weeklong, or multisession camp program.
- B. *Camp Leader* means full-time employees directly responsible for the planning and implementation of camp programs, and includes the following job titles:
  - i. Assistant Recreation Supervisor
  - ii. Youth Program Supervisor
- C. *Camp Supervisor* means full-time employees responsible for supervising the administration of camp programs, and includes the following job titles:
  - i. Assistant Facility Manager
  - ii. Center Supervisor
  - iii. Recreation Supervisor
- D. *City* means the City of Allen, Texas.
- E. *City Council* means the City Council of the City.
- F. *Department* means the Parks and Recreation Department of the City.
- G. *Director* means the Parks and Recreation Department Director of the City or his or her designee.
- H. *Employee(s)* means people who have been hired to work for the City of Allen and have been assigned responsibility for managing, administering, or implementing some portion of a program.
- I. *Parent(s)* means one or both parent(s) or guardian(s) who have legal custody and authority to enroll their child(ren) in a program.
- J. *Participants* means a youth whose parent(s)/guardians have completed all required registration procedures and are determined to be eligible for a program.
- K. *Program employee* means a Department part-time or seasonal employee who has been assigned responsibility by the Camp Leader and/or Camp Supervisor to implement the City's camp programs.
- L. *Program Manual* means a notebook of policies, procedures, required forms, and organizational and programming information relevant to each program.

## EXHIBIT "A"

M. *Program Site* means area and facilities where a program is held, consisting of but not limited to:

- i. Joe Farmer Recreation Center, 1201 E. Bethany, Allen, Texas, 75002
- ii. Stephen G. Terrell Recreation Center, 1610 W. Exchange Pkwy, Allen, Texas, 75013
- iii. Edge Skate Park, 201 St. Mary Dr, Allen, Texas, 75002

### 3. Inspections/Monitoring/Enforcement

A. A written inspection report will be prepared by the Camp Leader each month to confirm adherence to the Standards of Care.

- i. Each monthly inspection report will be sent by the Camp Leader to the Camp Supervisor for review and will be kept on record in accordance with the City's records retention policy.
- ii. The Camp Supervisor will review the report and establish deadlines and criteria for compliance with the Standards of Care.

B. The Camp Leader will make visual inspections of the programs based on the following schedule:

- i. Programs with a schedule consisting of more than two weeks, including the Summer Camp Program, will be inspected a minimum of two times during the seasonal program schedule.
- ii. Programs with a schedule consisting of two or fewer weeks, including but not limited to Fall Camp, Holiday Camp, and Spring Break Camp, will be inspected at least once during the program schedule.

C. Complaints regarding enforcement of the Standards of Care should be directed to the Camp Leader and/or Camp Supervisor.

- i. Camp and facility staff should refer relevant complains to the Camp Leader and/or Camp Supervisor.
- ii. The Camp Leader will be responsible for taking the necessary steps to address any complaints and to resolve identified issues.
- iii. Complaints regarding enforcement of the Standards of Care and their resolution will be recorded in writing by the Camp Leader.
- iv. All complaints regarding enforcement of the Standards of Care, or where a deficiency is noted, will be forwarded to the Camp Supervisor in a timely manner, with the complaint and the resolution noted.

### 4. Enrollment

Before a child may be enrolled in a program, the parents must sign registration forms that contain the following information about the child:

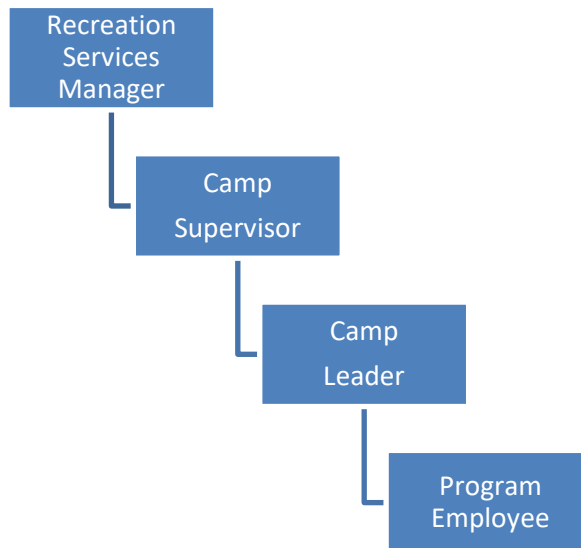
- A. name, address, and home telephone number;
- B. name, address, and telephone number(s) during program hours of parent/guardian(s)
- C. the names and telephone numbers of people to whom the child may be released;
- D. emergency contact information including name, phone number, and relationship to participant;
- E. proof of residency within the City when appropriate; and
- F. a fully executed liability waiver and release.

## EXHIBIT “A”

### 5. Suspected Abuse

- A. Program employees will report suspected child abuse or neglect in accordance with the Texas Family Code.
- B. The employee who receives an outcry from a child or observes signs of suspected abuse must be the reporting party. Employees may not delegate to or rely on someone else, including the child, to report suspected abuse.
- C. In the case where an employee is involved in an incident with a child that could be construed as child abuse, the incident must be reported immediately to the Camp Supervisor. The Camp Supervisor will then immediately notify the Recreation Services Manager, the City Police Department and any other agency as may be appropriate.
- D. Texas law requires anyone who has cause to believe a child has been abused or neglected to report it to the Department of Family and Protective Services or law enforcement. Failure to report suspected abuse is punishable by fines up to \$1,000 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.

### STAFF RESPONSIBILITIES



All staff must successfully complete pre-employment screenings, which consist of a drug test, criminal background check, and driving record check.

Note that the information listed below is intended to describe the general nature and level of work being performed by individuals assigned to the relevant position. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of this position.

#### **Camp Supervisor Staff**

All Camp Supervisor staff will be full-time, professional employees of the Department. In addition, all Camp Supervisor staff must have successfully completed a course in

## **EXHIBIT “A”**

first aid and cardiopulmonary resuscitation (CPR) and possess a Texas Class C Driver's License within four months of hire.

### **1. Assistant Facility Manager**

#### **A. Qualifications**

- i. Work experience requires broad knowledge in a general profession or technical field. Knowledge is normally acquired through four years of college resulting in a Bachelor's Degree in Parks and Recreation or related field preferred or equivalent experience in Parks and Recreation or related field in lieu of education. Related Fields/Experience including but not limited to: Parks, Recreation and Tourism Therapeutic Recreation; Gerontology/Nutrition; Kinesiology, Sports Management or Physical Education; Ice Rink Operations or Management; Golf Operations or Programming.
- ii. The Assistant Facility Manager must have three to five years of relevant experience.

#### **B. Responsibilities**

- i. Manages department operations by allocating resources as needed, working with employees on improvements to City services, participating in developing and implementing goals, objectives, and priorities, implementing staff training programs and developing and evaluating standard operating procedures.
- ii. Plans, directs, coordinates and reviews work of assigned staff by meeting with staff to identify and resolve problems, assigning work activities, projects and programs; monitoring workflow; reviewing and evaluating work products, methods and procedures, hiring and disciplining staff, and providing training and direction as needed.
- iii. Manages the facility's cost recovery efforts by analyzing facility operations and making improvements, prepares status and statistical reports, ensures programming goals and financial performance remain on target, and analyzes service charges and cost of service delivery, and makes recommendations.
- iv. Supervises employees by scheduling employee classes and training, conducting performance evaluations, coordinating duty rosters, interviewing applicants, selecting applicants for hire and performing disciplinary duties.
- v. Identifies current and future patron service requirements by addressing customer concerns, resolving customer issues, educating and training staff on customer service practices, and ensuring the attainment of customer service delivery goals.
- vi. Serves as the liaison to Risk Management by reporting all accidents, completing forms, and conducting investigations.

### **2. Center Supervisor**

#### **A. Qualifications**

- i. Work experience requires broad knowledge in a general profession or technical field. Knowledge is normally acquired through four years of college resulting in a Bachelor's Degree in Parks and Recreation or

## **EXHIBIT “A”**

related field preferred or equivalent experience in Parks and Recreation or related field in lieu of education. Related Fields/Experience including but not limited to: Parks, Recreation and Tourism Therapeutic Recreation; Gerontology/Nutrition; Kinesiology, Sports Management or Physical Education; Ice Rink Operations or Management; Golf Operations or Programming.

- ii. The Center Supervisor must have over two years up to and including three years of relevant experience.

### **B. Responsibilities**

- i. Oversees operation of Recreation Center, its staff and its related programs by developing and maintaining budget for facility programs and personnel. Reconciles financial transactions and records, makes daily deposits, processes and approves refunds, monitors payroll activities, maintains inventory, procures maintenance services for facility and equipment, ensuring quality of programs and enforcing and developing policies and procedures.
- ii. Ensures customer service by addressing and resolving complaints from the public, makes discretionary decisions regarding customer related issues, educates and trains staff on customer service practices, and holds staff accountable for expected customer service delivery goals.
- iii. Supervises personnel by conducting the hiring process including selecting candidates and interviewing for open positions, training staff, promoting and maintaining positive work environment for optimum staff morale, evaluating staff performance and conducting performance reviews, administering staff meetings, scheduling staff, holding staff accountable for expectations, handling staff concerns and suggestions and administering disciplinary actions as needed.
- iv. Ensures safe and proper maintenance of facilities by coordinating preventative maintenance, repairs and capital improvements with appropriate personnel and/or vendors and ensures cleanliness of facility and premises.

### **3. Recreation Supervisor**

#### **A. Qualifications**

- i. Work experience requires broad knowledge in a general profession or technical field. Knowledge is normally acquired through four years of college resulting in a Bachelor's degree in Parks and Recreation or related field preferred or equivalent experience in Parks and Recreation or related field in lieu of education. Related Fields/Experience including but not limited to: Parks, Recreation and Tourism Therapeutic Recreation; Gerontology/Nutrition; Kinesiology, Sports Management or Physical Education; Ice Rink Operations or Management; Golf Operations or Programming.
- ii. The Recreation Supervisor must have Four years of recreation industry experience with at least two years in a supervisory capacity. Total of twelve years of relevant experience with a minimum of two years in a supervisory capacity in lieu of educational degree.

## **EXHIBIT “A”**

### **B. Responsibilities**

- i. Supervises personnel by conducting the hiring process including selecting candidates and interviewing for open positions, training staff, promoting and maintaining a positive work environment for optimum staff morale, evaluating staff performance and conducting performance reviews, administering staff meetings, scheduling staff, holding staff accountable for expectations, handling staff concerns and suggestions and administering disciplinary actions as needed.
- ii. Oversees operation of a recreation facility, its staff, and its related programs by developing and maintaining a budget for facility programs and personnel, reconciling financial transactions and records, processing and approving refunds, monitoring payroll activities, maintaining inventory, procuring maintenance services for the facility and equipment, developing the annual sales plan and strategic action plan, ensuring the quality of programs and enforcing and developing policies and procedures.
- v. Ensures customer service by addressing and resolving complaints from the public, makes discretionary decisions regarding customer-related issues, educates and trains staff on customer service practices, and holds staff accountable for expected customer service delivery goals.
- vi. Oversees the development of facility programs by generating program descriptions, developing programming schedules, reviewing instructor contracts, and supervising recreational activities and sports leagues.

### **Camp Leader Staff**

All Camp Leader staff will be full-time, professional employees of the Department. In addition, all Camp Leader staff must have successfully completed a course in first aid and cardiopulmonary resuscitation (CPR) and possess a Texas Class C Driver's License within 4 months of hire.

### **4. Assistant Recreation Supervisor**

#### **A. Qualifications**

- i. Work experience requires broad knowledge in a general profession or technical field. Knowledge is normally acquired through four years of college resulting in a Bachelor's Degree in Parks and Recreation or related field preferred or equivalent experience in Parks and Recreation or related field in lieu of education. Related Fields/Experience including but not limited to: Parks, Recreation and Tourism; Therapeutic Recreation; Gerontology/Nutrition; Kinesiology, Sports Management or Physical Education; Ice Rink Operations or Management Golf Operations or Programming.
- ii. The Assistant Recreation Supervisor must have one year of relevant experience.

#### **B. Responsibilities**

- i. Coordinates recreational activities by planning, developing, implementing, and evaluating programs in the division, recruiting, and retaining professional service providers, marketing, processing payment of professional service providers, and assisting in staff scheduling and time entry in the absence of the supervisor.
- ii. Provides various forms of customer service by providing a safe and welcoming environment, greeting customers, answering questions,

## **EXHIBIT “A”**

responding to concerns, inputting information into the computer system and by distributing equipment to members and guests.

- iii. Provides various forms of administrative service by monitoring equipment safety, inspecting facility for safety and cleanliness, supervising patrons, providing first aid as needed, assisting in membership and class sales, conducting orientations, scheduling of facility space, maintaining records, providing documentation for budget preparation, and monitoring the progress of facility financial goals and business plans.
- iv. Provides direction to other employees by serving as Manager on Duty as assigned, trains and assists with staff training, coaching, mentoring, and selection of staff.
- v. May develop, plan, and implement revenue-generated recreation program activities, sessions, leagues, and competitions by developing schedules, program descriptions and acquiring instructors. Develops or assists with scheduling of facilities and or teams, and assisting in the delivery of services.

### **5. Recreation Program Supervisor**

#### **A. Qualifications**

- i. Work experience requires broad knowledge in a general profession or technical field. Knowledge is normally acquired through four years of college resulting in a Bachelor's Degree in Parks and Recreation or related field preferred or equivalent experience in Parks and Recreation or related field in lieu of education. Related Fields/Experience including but not limited to: Parks, Recreation and Tourism; Therapeutic Recreation; Gerontology/Nutrition; Kinesiology, Sports Management or Physical Education; Ice Rink Operations or Management Golf Operations or Programming.
- ii. The Recreation Program Supervisor must have over two years up to and including three years of relevant experience.

#### **B. Responsibilities**

- ii. Supervises personnel and contract instructors by interviewing applicants for open positions, coordinating training, observing and monitoring work tasks, developing program staff, evaluating work performance, writing performance evaluations, assisting employees to correct deficiencies, scheduling the necessary employees for facility operations and submitting time sheets for payroll. Position has direct oversight of Recreation Programmers at the center.
- iii. Develops and implements various programs by assessing the needs of citizens, identifying the types of programs to offer, recruiting and hiring qualified instructors for new programs, negotiating class and instructor fees, preparing goals and cost analysis for 110% plus cost recovery, scheduling program dates, reserving facilities for programs, purchasing and maintaining equipment and materials needed, and advertising programs to the general public. This position will act in a liaison role to civic organizations and community partners on events; will research and lead the coordination of partnership of

## **EXHIBIT “A”**

national/state affiliated programs as well as corporate partnerships that benefit the division.

- iv. Assists with facility operations by addressing and resolving complaints and concerns from the public, responding to emergencies when required, preparing facilities for programs, rentals and special events and ensuring the cleanliness of facilities.
- v. Monitors the allocation of resources by ensuring that the supplies necessary for the operation of the facility are maintained, ordering new supplies and equipment, evaluating and recommending the budgetary needs for operations and creating vendor lists. Position is responsible for vendor and instructor payment processing and budget oversight of relevant to such.

### **Program Employees**

#### **6. Camp Director**

##### **A. Qualifications**

- i. The Camp Director will be a temporary seasonal program employee of the Department.
- ii. The Camp Director must have a High School Diploma or G.E.D.
- iii. Must be available for work Monday through Friday, 7 a.m. to 6 p.m. during all seasonal camp weeks.
- iv. Must have at least one year of relevant work experience. Prior day camp experience or experience programming camp activities preferred. Experience working with youth preferred.
- v. Required to have a CPR Certification and First Aid Certification before June 1st (training provided), Valid Texas Class C Driver's License

##### **B. Responsibilities**

- i. Oversees seasonal youth camp operations by coordinating the activities of the camp and supervising related programs, field trips, and activities.
- ii. Supervises personnel by assisting in training, observing and monitoring work tasks, evaluating work performance, assisting employees to correct deficiencies, scheduling the necessary employees for facility operations and submitting time sheets for payroll.
- iii. Acts as a role model for children ages 5-12, displays appropriate behavior, and creates a safe, inclusive environment for all campers and staff.
- iv. Instructs and/or trains personnel to lead a variety of activities including but not limited to arts and crafts, games, nature education and other outdoor related activities.
- v. Works closely with Camp Leader to plan and coordinate activities; provides assistance in other parks and recreation programs as needed, including the Allen USA Celebration.
- vi. Provides excellent customer service by maintaining positive interpersonal relations with all who are involved in the summer camp program; including children, parents, staff, vendors and general public.

## **EXHIBIT "A"**

- vii. Monitors the use of recreation equipment and ensures it is used in a capacity that is in accordance with its intended use. Ensures all equipment is returned to its original location and put back in an organized fashion when done using.
- viii. Follows and enforces rules, policies, and procedures outlined in City of Allen local standards of care and handbook.
- ix. Must have a desire to work with children and be able to work every week of seasonal camp.
- x. Ensures a high level of safety for participants and personnel during the program and administers basic first aid, as certified, as necessary.

### **7. Camp Counselor**

#### **A. Qualifications**

- i. The Camp Counselor will be a temporary seasonal program employees of the Department.
- ii. The Camp Counselor must be 18 years or older.
- iii. Experience in supervision of young children preferred.
- iv. Must have a desire to work with children and be able to work all eleven weeks of summer camp. Prior day camp experience or experience programming camp activities preferred. Experience working with youth preferred.
- v. Required to have a CPR Certification and First Aid Certification before the first day of camp (training provided), Valid Texas Class C Driver's License

#### **B. Responsibilities**

- vi. Camp Counselors will be responsible for the supervision and activities of approximately 10-12 children ages 5-12 in an outdoor and indoor nature environment.
- vii. Counselor will plan and carry out such activities as hiking, arts and crafts, sports, drama, swimming, and field trips.

## **STAFF TRAINING AND ORIENTATION**

- A. The Department is responsible for providing training and orientation to program employees working with children and for specific job responsibilities. The Camp Leader will provide each program Employee with a program manual specific to the applicable program.
- B. Required staff training includes CPR/First Aid, Active Attack, Concussion, Child Abuse Prevention, and more as required by the Department Director.
- C. Program employees must be familiar with the Standards of Care for program operation as adopted by the City Council.
- D. Program employees must be familiar with the program's policies, including discipline, guidance, and release of program participants as outlined in the Program Manual.
- E. Program employees will be trained in appropriate procedures to handle emergencies.
- F. Program employees will be trained in areas including City, Department, and program policies and procedures, provision of recreation activities, safety issues, and organization goals.

## EXHIBIT "A"

- G. Program employees will be required to sign an acknowledgement that they received the required training.

### OPERATIONS

#### 1. Staff-Participant Ratio

- A. The standard ratio of program participants to program employees will be no greater than 15 to 1. In the event an employee assigned to a program is unable to report to the program site, a replacement will be assigned.
- B. Program employees are responsible for being aware of the participant's habits, interests, and any special problems as identified by the participant's parent/guardian(s) during the registration process.

#### 2. Discipline Policy

- A. Program employees will implement discipline and guidance in a consistent manner based on the best interests of program participants.
- B. There must be no cruel, harsh, or corporal punishment or treatment used as a method of discipline.
- C. Program employees may use brief, supervised separation from the group if necessary.
- D. As necessary, program employees will initiate discipline reports to the parent(s) of participants. Parents will be asked to sign discipline reports to indicate they have been advised of specific problems or incidents.
- E. A sufficient number and/or severe nature of discipline reports as detailed in the program Manual may result in a participant's suspension or removal from the program or all programs.
- F. In instances where there is a danger to participants or employees, offending participants will be removed from the program site as soon as possible.

#### 3. Discipline Procedures

- A. Disciplinary action will be taken when a child is deemed to be acting inappropriately, disruptively or creates a safety concern to themselves or others. Camp Leaders/Supervisors may authorize elevated levels of discipline based on the behavior.
  - i. *First Occurrence*: staff will verbally communicate to the camper, instructing that the inappropriate behavior cease and will then go over the rules and expectations.
  - ii. *Second Occurrence*: If the misbehavior continues, the staff will remove the camper from the activity for a short period of time, typically 5-10 minutes. If the camper's misbehavior continues after removal from the activity, an incident report will be completed and the camper's parent will be notified. The incident report will be signed by the parent at pickup.
  - iii. *Third Occurrence*: continued misbehavior may warrant the child being sent home for the rest of the day. An incident report will be completed, which will be signed by the parent at pickup.
  - iv. *Fourth Occurrence*: if a third incident report is deemed necessary, the child may be suspended and/or dismissed from the program.

## **EXHIBIT “A”**

The incident report will be signed by the parent at pickup. If a camper is dismissed from a program, there will be no refund.

- B. Zero Tolerance Policy: any behavior that threatens the safety or wellbeing of other campers or staff or results in injury or damage to property or equipment, will result in immediate suspension.

### **1. Programming**

- A. Program employees will attempt to provide activities for each program according to the participants' ages, interests, and abilities. The activities must be appropriate to participants' health, safety, and wellbeing. The activities also must be flexible and promote the participants' emotional, social, and mental growth.
- B. Program employees will attempt to provide indoor and outdoor time periods that include:
  - i. alternating active and passive activities;
  - ii. opportunities for individual and group activities, and
  - iii. outdoor time each day weather permits.

### **2. Water Safety**

- A. Program employees provide aquatic programming according to participants' swimming ability and/or comfort in the water. Program employees will ensure child water safety by:
  - i. Requiring parent/guardian(s) to complete a swimming permission slip and acknowledge participant's swimming ability at registration.
  - ii. Requiring any participant identified by their parent/guardian(s), camp staff, or aquatic facility staff as a non-swimmer or at-risk swimmer to wear a properly-fitted US Coast Guard (USCG) approved Personal Flotation Device (PFD).
- B. Where applicable, program employees will provide off-site location owners or operators with necessary documentation that identifies participants who are unable to swim or who are at risk when swimming.
- C. Program employees will ensure aquatic facilities have an appropriate number of USCG approved PFDs or will bring enough to supply non-swimmers and at-risk swimmers.

### **3. Communication**

- A. The program site will have a cell phone and land line to allow program employees to communicate with Department employees, as well as emergency services, as needed.
- B. The Camp Leader will post the following telephone numbers adjacent to a telephone accessible to all program employees:
  - i. City ambulance or emergency medical services;
  - ii. City Police Department
  - iii. City Fire Department
  - iv. Program site service desk;
  - v. Parks and Recreation Administrative office and;
  - vi. Numbers at which parents may be reached.

## **EXHIBIT “A”**

### **4. Transportation**

- A. Program employees will be attentive and considerate of the participant's safety on field trips and during any transportation provided by the program.
- B. Transportation for field trips is provided by school buses through the Allen Independent School District. In the event said school district buses are unavailable, the Department will ensure suitable transportation is provided.
- C. During field trips, program employees will have emergency contact information for each participant.
- D. Program employees will have a roster of participants in their group and must account for all participants frequently, specifically before departure to and from destination.
- E. Before a participant may be transported to and from City-sponsored activities, participants must be registered for the field trip.
- F. First aid supplies and a first aid and emergency care guide will be available in all program vehicles that transport children.
- G. Designated program employees will carry a cell phone at all times during the duration of the field trip.
- H. Participants will be oriented to expected behavior and safety rules.

## **FACILITY STANDARDS**

### **1. Safety**

- A. Program employees will inspect program sites daily to detect sanitation and safety concerns that might affect the health and safety of the participants.
- B. Buildings, grounds, and equipment on the program site will be inspected, cleaned, repaired, and maintained to protect the health of the participants.
- C. Program employees will inspect equipment and supplies to confirm they are safe for use.
- D. Program employees must have first aid supplies readily available at the program site, during transportation to an off-site activity, and for the duration of any off-site activity.

### **2. Fire**

- A. An emergency evacuation plan will be posted at the program site. In a situation where evacuation is necessary, the first priority of program employees is to ensure all participants are in a safe location.
- B. The program site will have an annual fire inspection by the local Fire Marshal, and the resulting report will detail any safety concerns observed. The report will be forwarded to the Camp Supervisor and related Department staff. The Camp Supervisor will establish deadlines and criteria for compliance if any deficiencies or concerns are noted.
- C. The program site must have at least one fire extinguisher readily available to all program employees. All program employees will be trained in the proper use of fire extinguishers.
- D. Fire drills will be initiated at program sites based on the following schedule:
  - i. Summer, Fall Break, Holiday Break, and Spring Break Camp Programs: A fire drill once during the session.

### **3. Illness or Injury**

## **EXHIBIT “A”**

- A. A participant who is a health or safety concern to other participants or program employees will not be admitted to a program.
- B. A participant or program employee that is exhibiting new or worsening signs or symptoms of possible communicable disease must isolate from the cohort after being symptom free (24 hours after fever free) and follow local health guidelines.
- C. Illnesses and injuries will be handled in a manner to protect the health of all participants and employees.
- D. Program employees will follow plans to provide emergency care for injured participants with symptoms of an acute illness as specified in the program Manual.
- E. Program employees will follow the guidelines of the Texas Department of Health concerning the admission or readmission of any participant after a communicable disease.
- F. Program employees will follow the best practice sanitization protocols for common surfaces, restrooms, and recreational equipment.
- G. Hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant will be readily available throughout the camp for program employees and participants. Regular use will be encouraged and available throughout the day.
- H. When an injury or incident occurs, an incident report will be completed by Program employees and/or the Camp Leader and turned into the Camp Supervisor.

### **4. Medication Administration**

- A. A Medication Consent Form must be completed and on file for each prescription the participant receives during the hours of operation.
- B. Program employees will administer medication only with written parental permission through a Medication Consent Form and will administer medication only as stated on the label directions or as amended by the physician.
- C. Over-the-counter medications will be administered only if a Medication Consent Form has been completed, are in the original container, and by label directions only.
- D. If medication dosage has changed during the program, a new Medication Consent Form must be completed.
- E. All medication must be in the original container and labeled with the participant's name, the date (if prescription), and physician's name (if prescription.) The label must also include directions on how to administer the medication.
- F. Medications that require refrigeration must be noted on the Medication Consent Form.
- G. Inhalers and peak flows must have instructions.
- H. Program employees will store and administer medications at the prescribed time as noted on the Medication Consent Form.
- I. Parent(s) are responsible for removing medication at the end of the program or when the participant is withdrawn. Any medication left on-site will be properly disposed of two weeks after the completion of the program.

## **EXHIBIT “A”**

- J. Epinephrine-Pens
  - i. Summer program employees are trained to assist children in administering their Epinephrine-Pens in case of an Anaphylactic Shock. If a child is not able to self-administer the injection, program employees will do so if a completed Medication Consent Form is on file.
  - ii. A Medication Consent Form is required specifically for Epinephrine-Pens including information about the allergy(s) and the administration of the Epinephrine-Pen.
  - iii. If an Epinephrine-Pen is administered, 911 and the parent/guardian(s) will be contacted immediately.
- 5. Toilet Facilities
  - A. The program site will have indoor toilets located and equipped so participants can use them independently.
  - B. An appropriate and adequate number of lavatories will be provided.
- 6. Sanitation
  - A. The program site will have adequate light, ventilation, and heat.
  - B. The program site will have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the participants in a safe and sanitary manner.
  - C. Program employees will ensure that garbage is removed from buildings daily.
  - D. Program employees will work to help mitigate environmental exposures by additional cleaning and disinfecting of work areas, common areas, and bathrooms.

## CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

<b>AGENDA DATE:</b>	Tuesday, December 9, 2025, 7:00 PM
<b>AGENDA CAPTION:</b>	Conduct a Public Hearing and adopt an Ordinance amending Planned Development No. 58 with a base zoning of Shopping Center, regulating the development and use of Lot 1, Block A, Cornerstone/Allen Addition. [1300 Central Expy N - Additional Land Uses]
<b>STAFF RESOURCE:</b>	Matt Bechtluft, Senior Planner
<b>BOARD/COMMISSION ACTION:</b>	On the November 4, 2025 Planning & Zoning Commission meeting, the Board unanimously recommended approval of the request.
<b>PREVIOUS COUNCIL ACTION:</b>	April 12, 2022 - Approved - Ordinance No. 3904-4-22 June 26, 2007 - Approved - Ordinance No. 2636-6-07 March 21, 1996 - Approved - Ordinance No. 1409-3-96
<b>STRATEGIC PLANNING GOAL:</b>	Vibrant community with lively destinations and successful commercial centers.

### **BACKGROUND:**

The subject property is generally located 274± feet north of the intersection of Central Expressway and Exchange Parkway and east of Central Expressway. The zoning designations of the surrounding properties are as follows:

- North: Community Facilities (CF).
- East: CF and Planned Development No. 58 (PD-58) with a base zoning of Shopping Center (SC).
- South: PD-58 with a base zoning of SC.
- West (across Central Expressway): Planned Development No. 54 with a base zoning of Corridor Commercial.

The subject property retains a zoning designation of PD-58 with a base zoning of SC. The property is currently developed. The applicant proposes to modify the "Office-Showroom/Warehouse" use that is currently allowed by right at the property by increasing the ratio to be used for warehouse from 75% to 85%. The applicant's proposed change will modify the definition of the "Office-Showroom/Warehouse" to read as follows:

"Office-Showroom/Warehouse means an establishment with a minimum of 85% of its total floor area devoted to storage and warehousing but not accessible to the general public. The remaining area may include retail and wholesale sales areas, sales offices, and display areas for products sold and distributed from the storage and warehousing areas."

No other changes are being proposed to the subject property.

The request has been reviewed by staff.

### **LEGAL NOTICES/PUBLICATIONS:**

Public Hearing Signs - October 21, 2025

Public Hearing Letters - October 21, 2025

Newspaper Notice - November 5, 2025

**STAFF RECOMMENDATION:**

Staff recommends approval.

**MOTION:**

*I make a motion to adopt Ordinance No. \_\_\_\_\_ amending the development regulations of Planned Development No. 58 with a base zoning of Shopping Center.*

**Attachments**

[Ordinance](#)

[Minutes of the November 4, 2025, Planning and Zoning Commission Meeting](#)

[Notification Map](#)

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE ZONING REGULATIONS AND ZONING MAP, AS PREVIOUSLY AMENDED, BY AMENDING THE USE AND DEVELOPMENT REGULATIONS OF TRACT 1 OF PLANNED DEVELOPMENT "PD" NO. 58 RELATING TO THE USE AND DEVELOPMENT OF LOT 1, BLOCK A, CORNERSTONE/ALLEN ADDITION; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**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, the City Council has concluded that the Allen Land Development Code Zoning Regulations and Zoning Map of the City of Allen, Texas, as previously amended, should be further amended as follows.

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

**SECTION 1.** The Allen Land Development Code Zoning Regulations and Zoning Map of the City of Allen, Texas, as amended, shall be further amended by amending, as set forth in Section 2 of this Ordinance, the regulations relating to the use and development of Lot 1, Block A, Cornerstone/Allen Addition, an addition to City of Allen, Collin County, Texas, according to the plat thereof recorded in Volume M, Page 316, Plat Records, Collin County, Texas ("the Property") located in Tract 1 of Planned Development "PD" No. 58.

**SECTION 2.** The Property shall be developed and used only in accordance with the applicable provisions of the Allen Land Development Code, as amended and Tract 1 of Planned Development "PD" No. 58 (PD-58), as set forth in Ordinance No. 1409-3-96, as such regulations have been amended from time to time; provided, however, in addition to the uses permitted by the PD 58 Ordinance applicable to Tract 1, the Property may also be used and developed with the following uses:

- A.** *Office-Showroom/Warehouse.* For purposes of this Ordinance, "Office-Showroom/Warehouse" means a tenant space with (1) no more than eighty-five percent (85%) of its total floor area devoted to storage and warehousing use which is not accessible to the general public; and (2) the remaining floor area being used for retail or wholesale sales areas, sales or administrative offices, or display areas for products sold and distributed from the storage and warehousing areas.

**SECTION 3.** The Allen Land Development Code Zoning Regulations and Zoning Map of the City of Allen, Collin County, Texas, as amended, and is hereby further amended by repealing Ordinance No. 3904-4-22.

**SECTION 4.** 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 5.** Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance, or the Allen Land Development Code, 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, as amended hereby, which shall remain in full force and effect.

**SECTION 6.** 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 7.** 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, 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 8.** This Ordinance shall take effect immediately from and after its passage and publication of the caption 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 9<sup>TH</sup> DAY OF DECEMBER 2025.**

**APPROVED:**

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**Baine L. Brooks, MAYOR**

**APPROVED AS TO FORM:**

**ATTEST:**

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**Peter G. Smith, CITY ATTORNEY**

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

**November 4, 2025, Planning and Zoning Commission Meeting Minutes**

Conduct a Public Hearing a consider a request to amend Planned Development No. 58 with a base zoning of Shopping Center, regulating the development and use of Lot 1, Block A, Cornerstone/Allen Addition. [1300 Central Expy N - Additional Land Uses]

Mr. Bechtluft, Senior Planner, presented the item to the Commission and stated that staff recommends approval of the item.

Chair Metevier opened the public hearing.

Bill Dahlstrom, applicant, 2323 Ross Avenue, Suite 600, Dallas, TX, spoke on the item.

Chair Metevier closed the public hearing.

**Motion:** Upon a motion by Commissioner Walker and a second by 1st Vice-Chair Stocker, the Commission voted 7 IN FAVOR and 0 OPPOSED to recommend approval of the request to amend the development regulations of Planned Development No. 58 with a base zoning of Shopping Center, as presented. The motion carried.

**ATTENDANCE**

**Commissioners Present:**

Dan Metevier, Chair

Gary Stocker, 1<sup>st</sup> Vice-Chair

Sandeep Kathuria, 2<sup>nd</sup> Vice-Chair

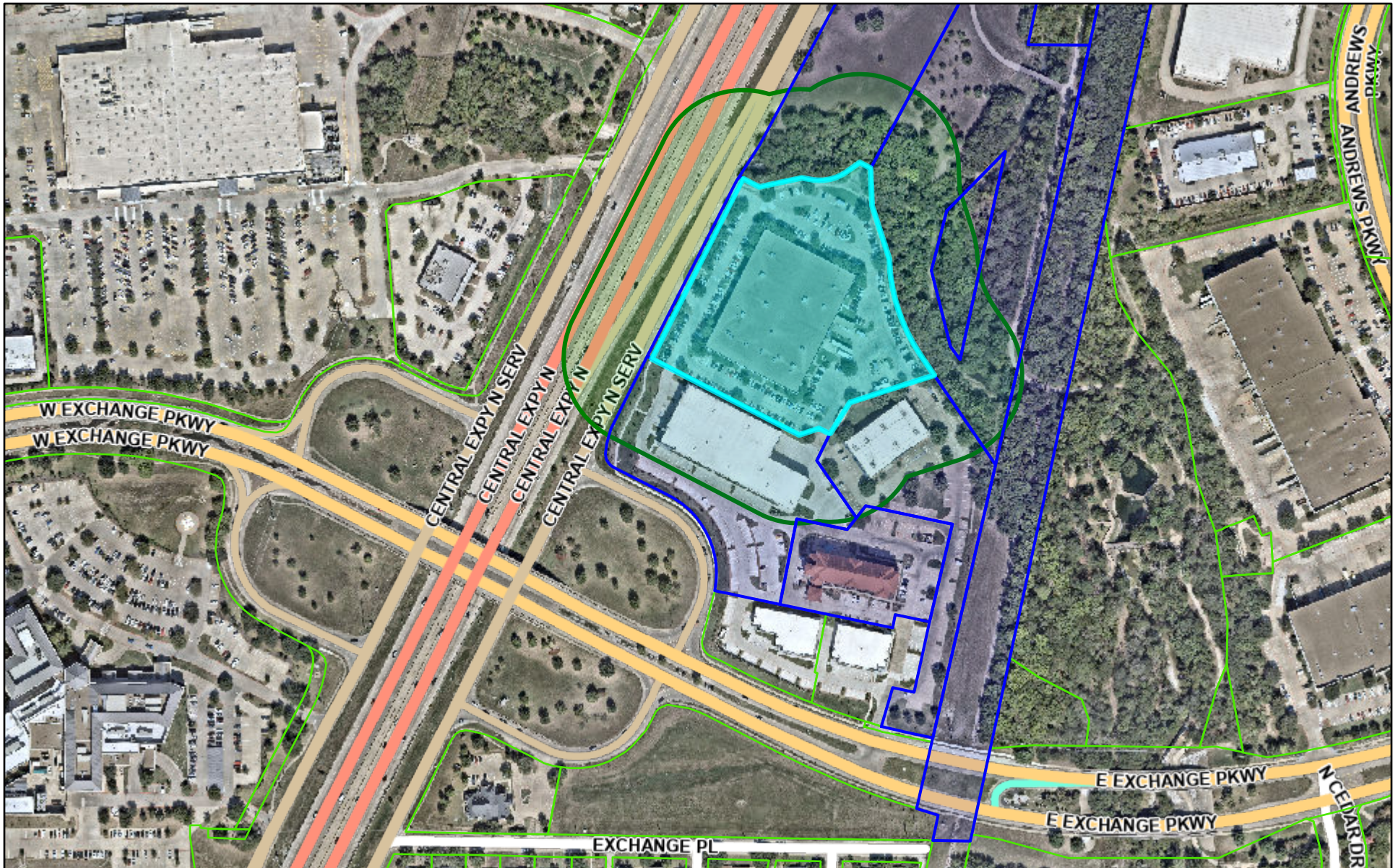
Doug Galletti

Tim Voss





Cynthia Walker

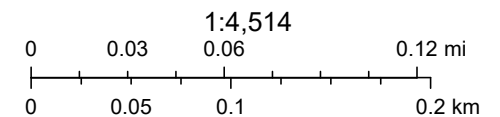
Danielle Westgard

# 1300 Central Expy N - Public Notification



10/16/2025, 1:14:58 PM

-  Collin County Appraisal District Parcels
-  Properties within 200'
-  200' Buffer
-  Subject Property



Esri Community Maps Contributors, City of Allen, City of Plano, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph,

City of Allen

## CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

**AGENDA DATE:**

Tuesday, December 9, 2025, 7:00 PM

**AGENDA CAPTION:**

Conduct a Public Hearing and adopt an Ordinance to amend and restate Planned Development No.134A, regulating the development and use of 135.35± acres out of the John Phillips Survey, Abstract No. 718, J.W. Parson Survey, Abstract No. 705 and the J.W. Roberts Survey, Abstract No. 762, in the City of Allen, Collin County, Texas. [The Farm Signage]

**STAFF RESOURCE:**

Nabiha Ahmed, Senior Planner

**BOARD/COMMISSION ACTION:**

On November 18, 2025, the Planning and Zoning Commission voted unanimously to recommend approval of the request.

**PREVIOUS COUNCIL ACTION:**

September 28, 2021 - Planned Development No. 134A - Approved - Ordinance No. 3861-9-21

July 14, 2020 - Planned Development No. 134 - Approved - Ordinance No. 3761-7-20

January 9, 2018 - Planned Development No. 72 - Approved - Ordinance No. 3542-1-18

**STRATEGIC PLANNING GOAL:**

Vibrant community with lively destinations and successful commercial centers.

**BACKGROUND:**

The subject property is generally located at the southeast corner of Alma Drive and State Highway 121 (SH 121). The surrounding properties are zoned as follows:

- North (across SH 121): City of McKinney.
- East: Agriculture Open Space.
- South (across Ridgeview drive): Planned Development No. 72 with a base zoning of Single-Family Residential R-5.
- West (across Alma Drive): Planned Development No. 142 with a base zoning of Mixed Use (MIX).

The subject property has a zoning designation of Planned Development No. 134A (PD-134A) with a base zoning of MIX. The applicant requests to amend the Development Regulations regarding Sign Standards to allow for one off-premise Changeable Electronic Message Signs (CEVMS) along SH 121. Additionally, the term "Digital Sign" in PD-134A is being amended to "CEVMS" for consistency and clarity purpose. The regulations for "Off-Premise Multi-Tenant Complex Sign" and "Off-Premise Identification Signs" are being amended to provide further clarification.

It should be noted that PD-134A or the Allen Land Development Code does not define a "Digital Sign." However, a CEVMS is defined in the ALDC as "a sign which permits light to be turned on or off intermittently or which is operated in a way whereby light is turned on or off intermittently, including an illuminated sign on which such illumination is not kept stationary or constant in intensity and color at all times when such sign is in use, including an LED (light emitting diode) or digital sign, and which varies in intensity or color. A *CEVMS* sign does not include a sign located within the right-of-way that functions as a traffic control device and that is described and identified in the Manual on Uniform Traffic Control Devices (MUTCD) approved by the Federal Highway Administrator as the National Standard".

The following regulations are proposed by the applicant for the off-premise CEVMS:

- a. One CEVMS shall be permitted along State Highway 121.
- b. The masonry base and the cast stone cap of the CEVMS shall not be less than 5 feet and 8 inches above the ground .
- c. All advertisements for the proposed CEVMS shall be for the businesses within The Farm.
- d. CEVMS shall be subject to the following size and distance regulations:
  - Maximum Height: 60 feet measured from the nearest adjacent grade of the travel lanes for SH 121.
  - Proposed Sign Area: 672 square feet per side, with no more than two panels mounted back-to-back.
  - Front Yard Setback: 10 feet.

The proposed request has been reviewed by City staff and City Attorney.

**LEGAL NOTICES:**

Public Hearing Notification Letter - November 7, 2025

Public Hearing Sign - November 7, 2025

Newspaper Notice - November 21, 2025

**STAFF RECOMMENDATION:**

Staff recommends approval.

**MOTION:**

*I make a motion to adopt Ordinance No. \_\_\_\_\_ amending and restating the development regulations of Planned Development No. 134A.*

**Attachments**

[Ordinance](#)

[Draft Minutes of the November 18, 2025, Planning and Zoning Commission Meeting](#)

[Notification Map](#)

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP, AS PREVIOUSLY AMENDED, RELATING TO THE USE AND DEVELOPMENT OF 135.35± ACRES TRACT OF LAND IN THE JOHN PHILLIPS SURVEY, ABSTRACT NO. 718, J.W. PARSONS SURVEY, ABSTRACT NO. 705 AND THE J.W. ROBERTS SURVEY, ABSTRACT NO. 762, BY AMENDING AND RESTATING IN THEIR ENTIRETY THE DEVELOPMENT AND USE REGULATIONS OF PLANNED DEVELOPMENT “PD” NO. 134A MIXED USE FOR SINGLE-FAMILY, MULTIFAMILY, OFFICE, AND RETAIL USES, AS ADOPTED PURSUANT TO ORDINANCE NO. 3761-7-20 AND AMENDED BY ORDINANCE NO. 3861-9-21 AND ADOPTING A ZONING EXHIBIT, SCHEDULE OF USES, REGULATING PLAN, OPEN SPACE PLAN, STREET PLAN, STREET CROSS SECTIONS, DRIVEWAY PLAN, WEST LAKE PARK CONCEPTUAL PLAN, LOT PLAN, AND RIDGEVIEW PARKWAY CROSS SECTIONS; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**SECTION 1.** The Allen Land Development Code Zoning Regulations and Zoning Map, of the City of Allen, Texas, as amended, is hereby further amended by amending and restating as set forth in Exhibit “A,” attached hereto and incorporated herein, the development and use regulations of Planned Development No. 134A as adopted by and set forth in Ordinance No. 3761-7-20, and as amended by Ordinance No. 3861-9-21, relating to the development and use of 135.35± acres out of the John Phillips Survey, Abstract No. 718, J.W. Parson Survey, Abstract No. 705 and the J.W. Roberts Survey, Abstract No. 762 in the City of Allen, Collin County, Texas, described in Appendix 1 of Exhibit “A,” attached hereto and incorporated herein by reference (“the Property”) which is presently zoned Planned Development No. 134A (“PD-134A”).

**SECTION 2.** The Property shall be developed and used in accordance with the applicable provisions of the Allen Land Development Code, as amended (“ALDC”) except to the extent modified by the Development Regulations set forth in Exhibit “A,” attached hereto and incorporated herein by reference.

**SECTION 3.** To the extent of any irreconcilable conflict with the provisions of the 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 9<sup>TH</sup> DAY OF DECEMBER 2025.**

**APPROVED:**

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**Baine L. Brooks, MAYOR**

**APPROVED AS TO FORM:**

**ATTEST:**

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**Peter G. Smith, CITY ATTORNEY**

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

**EXHIBIT “A”**  
**DEVELOPMENT REGULATIONS FOR**  
**121/ALMA PLANNED DEVELOPMENT DISTRICT**

**SECTION 1 – PLANNED DEVELOPMENT SUMMARY AND PURPOSE**

PD-134A provides an integrated mix of uses that provides flexibility and creates a creative, efficient and aesthetically desirable community by strategically positioning buildings, open spaces, and circulation patterns within a mixed-use context. The District utilizes an existing creek, vegetation, and proposed open spaces and parks to create a desirable environment for living, working, and recreating within a walkable community.

**SECTION 2 – PLANNED DEVELOPMENT STRUCTURE**

The Property shall be developed and used in accordance with the applicable provisions of the Allen Land Development Code, as amended, (“ALDC”) except to the extent modified by the Development Regulations set forth below:

- A. DEVELOPMENT STANDARDS.** The Development Regulations establish the regulations by which the Property is to be developed and used.
- B. CHARACTER DISTRICTS/BASE ZONING.** The Property is divided into subdistricts (“Character Districts”) as shown on the regulating plan attached hereto as Appendix “C” and incorporated herein by reference (“Regulating Plan”). The Base Zoning District regulations for each Character District shall be as follows:
1. Alma Character District shall comply with the “CC” Corridor Commercial zoning regulations except as provided herein.
  2. Central Character District shall comply with the “CC” Corridor Commercial zoning regulations except as provided herein.
  3. Tollway Character District shall comply with the “O” Office zoning regulations except as provided herein.
  4. Neighborhood-North Character District shall comply with the “MF-18” Multifamily Residential zoning regulations except as provided herein.
  5. Neighborhood-South Character District shall comply with the “TH” Townhome Residential zoning regulations except as provided herein.
  6. Creek Character District shall comply with the “O” Office zoning regulations except as provided herein.
  7. Greenbelt Character District shall comply with the “CC” Corridor Commercial zoning regulations except as provided herein.
- C. REGULATING PLAN.** The Property shall be developed and used in general conformance with the Regulating Plan. Minor amendments to the Regulating Plan, as determined by the Director of Community Development, may be approved by the Director of Community Development. Any amendment to the Regulating Plan not determined to be a minor amendment shall be processed as a zoning amendment in accordance with the ALDC. An amendment to the Regulating Plan that substantially alters the streets and circulation patterns within the Property, the location of the Character Districts and, in turn, the base zoning district(s) of portions of the Property, the designation of permitted

uses, and/or increases the density of residential uses, shall not be considered a “minor amendment.”

### **SECTION 3 – PROPERTY DEVELOPMENT STANDARDS**

**A. PERMITTED USES.** The Property, as divided into the Character Districts, may be developed and used in accordance with the Schedule of Uses attached hereto as Appendix “B” and incorporated herein by reference (“Schedule of Uses”). In addition, the following provisions apply:

1. “Microbrewery, microdistillery or winery” use is permitted as set forth herein. For purposes of these Development Regulations, a “Microbrewery, microdistillery or winery” use means an establishment for the manufacture, blending, distilling, fermentation, processing, and packaging of alcoholic beverages subject to the following:
  - a. The maximum floor area is 50,000 square feet;
  - b. All manufacture, blending, distilling, fermentation, processing, and packaging of alcoholic beverages activities takes place wholly inside a building;
  - c. Required off-street parking:
    - i. Except as otherwise provided, one space per 1,000 square feet of floor area;
    - ii. One space per 2,000 square feet of floor area used for storage; and
    - iii. One space per 200 square feet of floor area used for retail sales and seating;
  - d. The “microbrewery, microdistillery or winery” use shall comply with all applicable requirements in the Texas Alcoholic Beverage Code;
  - e. Retail sales of alcoholic beverages for on premises or off premises consumption and related items and tastings or sampling are allowed in accordance with Texas Alcoholic Beverage Commission regulations;
  - f. Silos and containers for raw materials and spent grain are allowed as outdoor storage;
  - g. Drive-through facilities are prohibited; and
  - h. Brewpubs are included in this definition and are allowed to the extent the establishment otherwise qualifies for issuance of a Brewpub License under the Texas Alcoholic Beverage Code.
2. Retail, restaurant, microdistillery, microbrewery or winery uses may provide outside dining.
3. Mini-warehouses must comply with ALDC Section 6.06.5 except as follows:
  - a. An on-site office must be provided and operate during normal business hours.
  - b. An on-site caretaker residence is not required.
  - c. Mini-warehouse structures are limited to three stories or a maximum of forty- five (45) feet, whichever is less.
  - d. Exterior walls facing a public right-of-way may have penetrations. Penetrations in

exterior walls for loading door purposes shall be adequately screened so as not to be visible at ground level from adjacent properties and/or public rights-of-way.

4. Screening shall be provided as follows:

- a. Screening is required for single-family residential uses adjacent to Ridgeview Drive and shall comply with Appendix “J” and be either of the following:
  - i. A masonry wall constructed in accordance with the ALDC; or
  - ii. A sodded buffer not less than thirty feet (30’) wide constructed with a trail or sidewalk with at least one (1) shade, minimum four caliper inches, and one (1) ornamental tree planted on an average distance between trees of not less 30 feet along the street frontage.
- b. Screening walls are not required to separate the boundaries of Character Districts internal to the Property.

**B. TEMPORARY USES AND SPECIAL EVENT USES.** Temporary uses and special events conducted on the Property shall be conducted in accordance with ALDC Section 6.04 “Temporary Uses and Special Events” subject to the following:

- a. Temporary Uses and Special Events shall not be limited by number or duration in a calendar year.
- b. Temporary Use and Special Event locations may not obstruct fire lanes/emergency access points.
- c. Temporary Use and Special Events may not occupy the public recreational trails in the development without prior written permission from the Director of Parks and Recreation.

**C. BUILD-TO, SETBACK AND YARD STANDARDS.**

1. Buildings constructed on the Property shall comply with the setback and yard standards set forth in Table 1, below.

**TABLE 1: BUILD-TO, SETBACK AND YARD STANDARDS**

<b>Character Area</b>	<b>Tollway</b>	<b>Central</b>	<b>Neighborhood North</b>	<b>Neighborhood South</b>	<b>Creek</b>
<b>Primary/Secondary Building Frontage (Build-to-Zone)<sup>(1) (2) (3)(4)(5)</sup></b>	14’ min. – 25’ max.	14’ min. – 25’ max. <sup>(5)</sup>	14’ min. – 25’ max.	Not applicable	Not applicable
<b>Front / Side Yard Setback (Facing an internal street)</b>	14’ min. – No max.	14’ min. – 25’ max. <sup>(5)</sup>	Not applicable.	Not applicable.	14’ min. – No max
<b>Front / Side Yard Setback (State Highway 121)</b>	30’ min. – No max.	Not applicable	Not applicable	Not applicable	30’ min. – No max.

<b>Front / Side Yard Setback (Ridgeview Drive and Alma Drive)</b>	Not applicable	Not applicable.	Not applicable	30' min. – No max. <sup>(4)</sup>	Not applicable
<b>Side Yard or Rear Yard Setback (Facing interior lot line or alley)</b>	0' min. – No max.	Not applicable	0' min. – No max.	0' min. – No max.	0' min. – No max.

**Notes:**

- (1) *Garage facades and the edge of outside patios are included in this frontage calculation.*
- (2) *The build-to-zone is measured from the back-of-curb to the nearest exterior wall facing the street.*
- (3) *Buildings may be set back further than the Build-To-Zone defined, if warranted by required site visibility triangles.*
- (4) *There are no build-to requirements for lots on which there is a sustainability feature between the building and the street.*

2. Except as otherwise permitted in these Development Regulations, at-grade structural encroachments other than structural columns are not permitted within the setback. Structural foundation locations shall not impede pedestrian traffic within the designated pedestrian zone below. Support columns may be located anywhere within the setback provided they are located in a manner that does not violate sight distance requirements.

#### **D. DENSITY AND LOT COVERAGE.**

1. **Maximum Number of Residential Units.** No more than 2,400 Urban Residential units may be constructed on the Property. Urban Residential Units constructed on the Property shall be sequentially phased according to the following:
  - a. The first 600 Urban Residential units may be constructed on the Property without regard to the commencement of construction on the Property of buildings to be developed for uses other than Urban Residential use;
  - b. No building permit(s) authorizing the construction of more than the 600 Urban Residential units authorized to be constructed pursuant to paragraph 1.a., above, shall be granted until one or more building permits for not less than 100,000 square feet of office uses to be constructed on the Property have been issued and not less than five (5) acres of improved open space is restricted on a site plan or platted as a common area, developed and available for recreational use. Said five (5) acres of improved open space shall include the completion of construction of West Lake Park in general conformance with the West Lake Park Conceptual Plan depicted in Appendix “H”;
  - c. No building permit(s) authorizing the construction of more than the 1,200 Urban Residential units authorized pursuant to paragraphs 1.a. and 1.b., above, shall be granted until (i) final shell building inspections have been approved for the building shell (but not the finish out) of a cumulative area of 100,000 square feet of office space, and (ii) one or more building permits for not less than an additional 50,000 square feet of office uses to be constructed on the Property have been issued;
  - d. No building permit(s) authorizing construction of more than the 1,800 Urban Residential units authorized pursuant to paragraphs 1.a., 1.b., and 1.c., above shall be granted until (i) final shell building inspections have been approved for the building shell (but not the finish out) of a cumulative area of 50,000 square feet of office space required under paragraph 1.c above.

2. **No Maximum Density.** There shall be no maximum density for any Urban Residential use in any Character District, where an Urban Residential Use is otherwise allowed.
3. **Maximum FAR.** There is no maximum FAR for any use in any Character District.
4. **Maximum Lot Coverage.** There is no maximum lot coverage in any Character District.

## **E. BUILDING FRONTAGE REQUIREMENTS**

1. **Minimum Building Frontage.**
  - a. Minimum building frontage shall be provided for facades included in the “Primary Building Frontage” or “Secondary Building Frontage” areas identified on the Regulating Plan.
  - b. Character Areas without a building frontage indicated on the Regulating Plan shall be considered “General Frontage”. There is no minimum building frontage requirement in the Central District for the following:
    - i. Lots 11, 12, and 17;
    - ii. Lots that have open space along a Primary Street or Secondary Street; and
    - iii. Lots along Alma Road, SH 121, and Ridgeview Drive.
  - c. Minimum building frontage percentages shall be calculated based on a percentage of building frontage for each individual block face. Each street is required to comply with the minimum building frontage as dictated by the street type/zone. Block frontage requirements shall only apply to the Tollway and Neighborhood North Character Areas.
2. **Additional Building Features.** For purposes of calculating the frontage requirement, building façades may include patios, plazas, forecourts, and other similar people-spaces as well as mid-block paseos providing public access through the block. These features, patios, forecourts, and other similar people-spaces integrated into a building as well as mid-block paseos, may be used to satisfy frontage requirements.
3. **Minimum Frontage Requirements.**
  - a. The minimum required percentage of building façade frontage, not including site visibility triangles, shall be as follows:
    - i. Primary Building Frontage: 75%
    - ii. Secondary Building Frontage: 50%
    - iii. General Frontage: 30%.
  - b. Parking garage facades shall be included in the calculation of building façade frontage.
  - c. Detention and retention areas, parks, and open spaces shall not be included in the overall block length measurement for purposes of calculating the minimum building

façade frontage.

- d. Except as otherwise permitted herein, the minimum primary and secondary building façade frontage shall only apply to frontages along streets as shown on the Regulating Plan in the Tollway and Neighborhood North Character District. The minimum general building façade frontage requirement shall apply to buildings in the Central and Creek Character District.

#### **F. BLOCK LENGTH.**

1. Except as provided in Section 3.F.2 below, maximum vehicular block lengths, measured curb edge to curb edge, shall not exceed the following:
  - a. 700 feet in the Tollway Character Districts,
  - b. 700 feet in the Central and Neighborhood North Character Districts,
  - c. 900 feet in the Neighborhood South Character Districts, and
  - d. No maximum block length requirement in the Creek Character Districts or for Lots 13, 14, 15 and 16 as shown in Appendix "I".
2. Block lengths may exceed the maximum set forth in Section 3.F.1. above to accommodate a mixed-use/office campus development, provided that pedestrian trails, paseos, driveways, fire lanes and/or bicycle linkages are used to break up block face.
3. The area subject to block length exceptions made under Section 3.F.2., above, shall not exceed 33% of the total area within the Tollway and Central Character Districts combined. For illustration purposes, if the total area in the Tollway and Central Character Districts is 60 acres, then an exception to the block lengths may be allowed for 19.8 acres within either the Tollway Character District or Central Character District, or portions of both the Tollway Character District and Central Character District not to exceed 19.8 acres.
4. Pedestrian trails, paseos, driveways, fire lanes, and bicycle linkage may be used in lieu of intersecting streets to break up the block face in addition to streets provided pedestrian trails and bicycle linkages used to break up the block face are a minimum of eight (8) feet wide and within a strip of land a minimum of thirty (30) feet wide.

#### **G. BUILDING HEIGHT.**

1. **Minimum Number of Stories:**
  - a. At least 80% of the principal buildings in the Tollway and Neighborhood North Character Districts shall not be less than three stories or 35 feet in height except for retail, restaurants and allowed accessory uses, which are permitted to be one story in height.
  - b. Principal buildings in the Neighborhood South Character District shall not be less than two stories in height.
2. **Maximum Height:** No maximum height restrictions apply except for Townhome construction in the Neighborhood South Character District, which shall not exceed three (3) stories or forty-five (45) feet in height.

## **H. PARKING STANDARDS.**

1. **Parking Minimums.** Uses within the Property shall be developed with the following minimum number of off-street parking spaces calculated as follows:
  - a. Multifamily uses (Urban Residential, Dwelling, Multi-Family Apartment): 1.2 spaces per dwelling unit.
  - b. Senior independent living uses (as defined in Appendix A, Definitions, of the ALDC): 0.7 off-street parking spaces per dwelling unit or suite.
  - c. Retail use: 3 spaces per 1,000 square feet of gross floor area.
  - d. Restaurant use (stand-alone): 10 spaces per 1,000 square feet of gross floor area.
  - e. Restaurant use (when in-line with other retail or part of a multiple use building): 3 spaces per 1,000 square feet of gross floor area.
  - f. Office: 2.5 spaces per 1,000 square feet of gross floor area.
  - g. Hotel: 0.75 spaces per room/suite and for any non-hospitality use within a Hotel a 50% reduction in parking requirement shall apply to the specific use.
  - h. Other uses: per ALDC.
2. **Parking Reduction.** The Director of Community Development and Director of Engineering may jointly reduce the number of off-street parking spaces if such reduction is supported by the findings of a parking study prepared by a professional engineer or transportation planner which demonstrates need, reviews industry standards, and proposes a modification that will not result in a parking deficiency for the proposed uses for the portion of the Property to be served by the related parking areas.
3. **Cross Access.** A perpetual cross-access easement for vehicle and pedestrian travel as well as cross-easements for parking, both at-grade and below-grade, shall be granted between and among all contiguous lots within the Property. The cross-access easement may be provided by plat or separate instrument.
4. **On-Street Parking.** On-street parking spaces located within 300 feet of a building/use may be counted towards the number of off-street parking spaces required for such building or use; provided, however, such spaces may only be counted once and not counted for purposes of determining the number of required off-street parking spaces for other uses or buildings. Nothing in this Section 3.H.4 shall be construed as prohibiting a shared parking agreement (defined in Section 2.H.5 below) from allowing off-street parking spaces to be counted toward satisfying the minimum number of off-street parking requirements for multiple uses or buildings.
5. **Shared Parking.**
  - a. Except as otherwise provided herein, off-street parking for non-shared uses shall be provided in compliance with ALDC standards.

- b. Subject to the approval of the Director of Community Development and the Director of Engineering, a Shared Parking Study may be used to reduce the minimum required off-street parking spaces set forth in the ALDC. A parking study shall use independently collected empirical data or use data by an acceptable industry-standard resource.
- c. Off-street parking requirements may be satisfied through the use of shared parking agreements, provided that:
  - i. The parking lot or garage containing the shared spaces is located no greater than 800 feet from the building/use for which the off-street spaces are being counted;
  - ii. The shared parking agreement provides for an easement establishing a perpetual use of the off-site parking spaces by the building/use for which the off-street spaces are being counted;
  - iii. The shared parking area(s) identified in a shared parking agreement shall generally be limited to areas where the users (e.g., owners, tenants, employees, customers, and/or clients) sharing the parking are open to the public during different times of the day with minimal overlap in business hours;
  - iv. The shared parking agreement must be recorded in the Official Public Records of Collin County, Texas, after execution; and
  - v. Prior to execution and recording, the form of the shared parking agreement will be reviewed and approved by the City Attorney to determine if it conforms to the requirements set forth above and in the ALDC as modified herein.
- 6. **Surface Parking Lots.** Surface Parking Lots shall comply with the parking lot screening and landscape requirements set forth in the ALDC.

#### SECTION 4 – STREET TYPES AND TRANSPORTATION NETWORK

##### A. **STREET TYPES.** Street types, as identified on the Street Plan, Appendix “E”, are as follows:

- 1. **Primary Street.** Primary streets are streets with an easement as indicated in the Street Cross Sections in Appendix “F” that serve vehicular and pedestrian users with no fewer than two (2) lanes, optional parallel or angled on-street parking, and parkways (amenity zone and sidewalk zone).
- 2. **Secondary Street.** Secondary streets are streets with an easement as indicated in the Street Cross Sections in Appendix “F” that serve vehicular and pedestrian users with no fewer than two (2) lanes, optional parallel or angled on-street parking, parkways (amenity zone and sidewalk zone), and with optional bike path on one side of the street. Modifications to the Street Cross Sections are permitted to accommodate any of sustainability techniques including, but not limited to such items identified in Section 8.
- 3. **Townhome Street/Alley.** Townhome streets are public streets constructed as indicated in the Cross Sections in Appendix “F” that serve vehicular and pedestrian users with no fewer than two lanes, optional parallel or angled on-street parking, parkways (amenity zone and sidewalk zone), and with optional bike path on one side of the street. Townhome alleys are public alleys that are no less than twelve (12) feet in width. All landscaping, irrigation, landscape lighting,

and landscape drainage systems located within public street rights-of-way shall be maintained by a Property Owner's Association.

4. **Additional Streets.** The location of additional streets shall be determined at the time of site plan approval. Additional developer-driven public and private streets may be approved by the Director of Engineering to ensure connectivity, comply with block length requirements, and provide adequate emergency coverage and access.

**B. STREET CROSS SECTIONS.** Primary and secondary streets shall conform to the street cross section details as provided in Appendix "F". Minor modifications to the Street Cross Sections may be approved by the Director of Community Development and the Director of Engineering.

**C. STREET AND CHARACTER DISTRICT MODIFICATIONS.** Streets may be modified as follows:

1. **Street Modifications.** Street alignments as depicted in the Regulating Plan may shift in location up to 200 feet as long as spacing requirements are satisfied for streets connecting to State Highway 121, the required block lengths are maintained, and street intersections at Alma Drive and Ridgeview Drive satisfy ALDC spacing standards. Such shifting of street alignments shall not alter the minimum number of Trailside Activity Areas along the Watters Creek Trail.
2. **Character District Modifications.** If the location of a street that is the boundary of a Character District shifts, the Character District may shift in size and location consistent with the shift in street locations.
3. **Street Removal.**
  - a. Secondary streets shown on the Regulating Plan may be removed or moved beyond the street modification threshold set forth in Section 4.C.2. above, to correspond with the block length requirements in these Development Regulations in order to accommodate a mixed-use/office campus development, provided that either of the following conditions are satisfied:
    - i. Minimum FAR of 0.5; or
    - ii. Minimum FAR of 0.3 and minimum gross floor area of 200,000 square feet.
  - b. Pursuant to Section 3.F.1, streets may be replaced by pedestrian trails, paseos, driveways, fire lanes, and bicycle linkage used to break up the block face.
4. **Street Continuity Flexibility.** Streets not affected by the relocation of other streets shall not be modified unless environmental or other constraints require alternative connectivity.

**D. PRIVATE STREETS.** Except for streets on which townhome lots front, all streets within the Property, as generally illustrated in the Regulating Plan, will be private streets which will be designed and constructed by owner or developer, and maintained by a property owner's association in accordance with ALDC Section 8.05.1.

**E. ACCESS.** Vehicle access points and improvements to the City arterial right-of-way and TXDOT right-of-way adjacent to the Property shall be generally consistent with the Driveway Plan attached as Appendix "G". All driveway locations along the SH 121 frontage road are subject to TxDOT approval. Adjustments or modifications to alignment and/or location of connections to the adjacent rights-of-way shall require approval by the Director of Engineering and TXDOT.

**F. VEHICULAR ACCESS POINTS.**

1. No on-street parking shall be permitted within 10 feet of the end of the radius of the pavement of a driveway, service drive, loading zone, or other vehicular access point connecting to a Primary or Secondary Street.
2. Trees may be planted within 10 feet of the end of the radius of the driveway, service or loading zone pavement only if the canopy does not create a visual obstruction to vehicles entering and exiting the intersecting street at a height of less than seven feet.

**SECTION 5 – PARK LAND, OPEN SPACE, TRAILS AND TREE MITIGATION.**

**A. GENERAL.**

1. **Conformance with Parks and Open Space Plan.** Parks, Open Space and Trails shall generally be provided as set forth in the Regulating Plan, The Parks and Open Space Plan and in accordance with the other requirements set forth in these Development Regulations. Nothing in these Development Regulations shall be construed as prohibiting the development of Character District Parks in addition to those required by these Development Regulations. The parks and open space restricted or platted in accordance with these Development Regulations shall satisfy the requirements for property to be dedicated for parkland and open space for the District, in accordance with Sec. 4.08.17 (5) and Article X, of the ALDC.
  - a. **Mandatory Parks and Open Space.** The following parks and open space shall be constructed within the Property and shall count toward the Parkland and Open Space Dedication requirement set forth in Section 5.A.1.d below:
    - i. **Watters Creek Greenbelt Open Space.** A nature area lining both sides of Watters Creek and containing approximately 16 acres including portions in the flood plain and will include a hike and bike trail as further defined below. The Greenbelt Open Space shall include Trailside Activity Areas or “nodes,” one on each side of every parcel that has frontage on Watters Creek (but no less than six nodes in total).
    - ii. **West Lake Park.** An improved 3.0± acre park (with an aerated lake with a minimum water surface area of 1.5 acres) located on the west side of the Property adjacent to Alma Road as shown on the West Lake Park Conceptual Plan attached as Appendix “H” surrounded by retaining walls, walkways, overlooks, hike and bike trail and seating
    - iii. **Central Park.** A 1.25± acre variable width continuous park (but not less than fifteen (15) feet wide at any point) developed with landscaping, hardscape and furnishings connecting the Watters Creek Greenbelt Open Space and the West Lake Park and accommodating pedestrian access through the Property.
    - iv. **Character Area Parks.** Any of the following shall be considered a “Character Area Park”:
      - (1) a Plaza;
      - (2) a Paseo;

- (3) a Special Use Park with an area of not less than 10,000 square feet and no boundary dimension of less than thirty (30) feet;
- (4) West Lake Park; and
- (5) a trailhead developed with the number and type of amenities required described in Section 5.B.2, below.

Character Area Parks shall be developed in the Central Character District (no fewer than two (2)), the Tollway Character District (no fewer than one (1)), and the Neighborhood North (Urban Residential) District (no fewer than one (1)) with improvements tailored to each district.

- b. **Landscape Buffer Open Space.** Landscape buffer open space with a cumulative area of 5.0± acres, a minimum width at any point of not less than thirty feet (30.0'), and developed with a meandering ten-foot (10.0') wide trail shall be developed along the north, south and west perimeter of the Property No more than fifteen feet (15.0') of the width of the landscape buffer open space may be unencumbered by any easement.
- c. **Mandatory Trails and Trail Improvements.** The following public trails and public trail system improvements to be conveyed and maintained by the City shall be constructed on the Property within dedicated twenty-foot (20.0') wide public trail easements and designed and constructed in accordance with the City of Allen Trail Design and Construction standards (Appendix I, of the ALDC):
  - i. **Watters Creek Greenbelt Open Space Trail.** A 10-foot wide hike and bike trail extending from the south property line of the Property, extending north to the Highway 121 Landscape Buffer Trail, and connecting to the Central Linear Trail and the Trailhead Trail. No fewer than six Trailside Activity Areas shall be provided along this trail.
  - ii. **Ridgeview Drive Trail.** A 12-foot wide hike and bike trail meandering within a 30-foot wide landscape buffer easement running from the southeast corner of the Property to the intersection of Alma Drive and Ridgeview Drive and connecting to the Alma Drive Trail.
  - iii. **Alma Drive Trail.** A 10-foot wide hike and bike trail meandering within a 30-foot wide landscape buffer easement running from the intersection of Alma Drive and Ridgeview Drive to the intersection of Alma Drive and State Highway 121 and connecting to the Ridgeview Drive Trail and the State Highway 121 Landscape Trail. Trail connectors shall be provided between the Alma Drive Trail and the Central Linear Trail.
  - iv. **State Highway 121 Trail.** A hike and bike trail with a minimum width of 10 feet meandering within a landscape buffer easement not less than 30 feet wide commencing in the approximate location shown on the Open Space Plan, Appendix "D".
  - v. **Primary Trailhead.** A primary trailhead (as defined in the ALDC) shall be developed along the State Highway 121 Trail.
  - vi. **Central Linear.** The Central Linear Trail is a minimum 10-foot wide trail to be constructed within the Property extending from the Watters Creek

Greenbelt Trail on the east to the Alma Landscape Buffer Trail on the west and routing through West Lake Park. The Director of Parks and Recreation may authorize deviations from the trail design and construction standards included in the ALDC relating to surface materials, turning radius, visibility distances and shoulder design in order to accommodate the urban and slow-speed nature of this trail,.

d. **Trailside Activity Area.** A “Trailside Activity Area” shall include:

- i. an accessible pedestrian area containing no less than 1,000 square feet adjoining the trail, of which no less than 50% shall be hard surface or paved;
- ii. shade/ or a structured shelter; and
- iii. at least one of the following:
  - (1) bicycle rack;
  - (2) bike minor maintenance station;
  - (3) exercise fitness station;
  - (4) public art;
  - (5) trail sign(s);
  - (6) educational sign(s);
  - (7) benches;
  - (8) drinking fountain; or
  - (9) such other amenities useful to and supportive of trail users.

Each Trailside Activity Area shall be designed and submitted to the Director of Parks and Recreation for approval prior to installation and/or construction. Designs shall intentionally avoid repeating the amenities of adjacent areas.

e. **Park Land and Open Space Dedication.**

- i. Parks, open space, and improvements provided in accordance with these Development Regulations shall comply with all parkland and open space requirements set forth in the ALDC and the Code of Ordinances except as otherwise set forth in these regulations.
- ii. For the development of a total of 2,400 Urban Residential units, a cumulative area of not less than 32 acres of open space shall be restricted or platted (for open space) and developed as any combination of the open space types identified on the finals plat(s) of the Property, of which not less than 16 cumulative acres shall be dedicated and developed as park land with amenities as set forth in Sections 5.B.2.a through 5.B.2.c. If fewer than 2,400 Urban Residential units are constructed on the Property, then the required area of open space/park land shall be proportionately reduced to the amount equivalent to the ratio that the constructed Urban Residential units are to 2,400

total Urban Residential units multiplied by 32 acres. Any deficit of required open space may be satisfied in accordance with Section 5.C. below.

**2. Park/Open Space Fees Reconciliation.**

- a. Upon application for development of the area of the Property at which 25% of the non-floodplain portion of the Property acreage will be developed, a report shall be provided to the Director of Parks and Recreation or designee for approval showing: 1) the total parkland and open space dedication requirements for the Property as of the date of the report; 2) the total parkland and open space provided relating to development of the Property as of the date of the report; and 3) the amount of park dedication fees due, if any. The Director of Parks and Recreation may at his/her discretion consider and grant or deny a Park Investment Value credit (as defined Section 5.C.1.c. ("PIV")) to reduce the amount of park dedication fees due. A request for consideration of a PIV credit against a deficit shall be proposed to the City prior to the design and implementation of any improvements to be considered for such credit. No payment will be required at that time.
- b. Upon application for development of the area of the Property at which 50% of the non-floodplain portion of the Property acreage is developed, a report shall be provided to the Director of Parks and Recreation or his/her designee for approval, showing: 1) the total parkland and open space dedication requirements for the Property as of the date of the report; 2) the total park land and open space provided relating to development of the Property as of the date of the report; and 3) park land fees paid in lieu of parkland dedication to date in relation to the second 25% of the non-floodplain portion of the Property being developed. If there is an outstanding amount of parkland and open space dedication required (i.e., deficit), no further development permits shall be issued by the City relating to the development of any area of the Property exceeding the first 50% of the Property acreage until the City has been paid the amounts due pursuant to Article X of the ALDC. The Director of Parks and Recreation may at his/her discretion consider and grant or deny a PIV credit to reduce the amount of park dedication fees due. A request for consideration for a PIV credit against a deficit shall be proposed to the City prior to the design and implementation of any improvements to be considered for such credit. If there is more land dedicated for park land and/or restricted or platted for open space in the first quarter of development of the non-floodplain portion of the Property than required for the development of the first quarter of development (i.e. surplus), such surplus will be applied to the dedication requirements relating to development of the second quarter of the non-floodplain portion of the Property developed.
- c. Upon application for development of the area of the Property at which 75% of the non-floodplain portion of the Property acreage is developed, a report shall be provided to the Director of Parks and Recreation or designee for approval, showing 1) the total parkland and open space dedication requirements for the Property as of the date of the report , 2) the total park land and open space provided relating to development of the Property as of the date of the report; and 3) park land fees paid in lieu of parkland dedication to date in relation to the second quarter of the non-floodplain portion of the Property developed. If there is an outstanding amount of parkland and open space dedication required (i.e., deficit), no further development permits shall be issued by the City relating to the development of an area of the Property exceeding the first 75% of the Property acreage until the City has been paid the amounts due pursuant to Article X of the ALDC. The Director of Parks and Recreation may at his/her discretion consider and grant or deny a PIV credit to reduce the amount of park dedication fees due. A request for consideration for a PIV credit against a deficit shall be proposed to

the City prior to the design and implementation of any improvements to be considered for such credit. If there is more land dedicated for park land and/or restricted or platted for open space in the one-half of development of the non-floodplain portion of the Property than required for development of such portion of the Property (i.e. surplus), such surplus shall be applied to the dedication requirements relating to development of the third quarter of the non-floodplain portion of the Property.

- d. Upon application for development of the remaining non-floodplain area of the Property, a report shall be provided to the Director of Parks and Recreation or designee for approval, showing 1) total parkland and open space dedication requirements for the Property as of the date of the report, and 2) credits for dedication and fees paid in-lieu-of parkland and open space dedication relating to development of the Property as of the date of the report. If there is more land dedicated for parks and/or restricted or platted for open space in the first three quarters of development of the non-floodplain portion of the Property than required for development of such portion of the Property (i.e. surplus), such surplus shall be applied to the dedication requirements relating to development of the remaining non-floodplain portion of the Property. If there is a deficit of 5% or less in this final report after applying any surplus, a plan shall be mutually developed to use the remaining fees due for installing additional recreational amenities within the Property not later than one year from the date of approval of the last final plat for the Property. Any deficit greater than 5% shall convert to fees to be paid to the City at a rate of \$48,375 per acre or fraction thereof. The Director of Parks and Recreation may at his/her discretion consider and grant or deny a PIV credit to reduce the amount of park dedication fees due. A request for consideration for a PIV credit against a deficit shall be proposed to the City prior to the design and implementation of any improvements to be considered for such credit.

### 3. **Parks and Open Space Phasing.**

- a. Prior to issuance of a certificate of occupancy or approval of a final inspection for any dwelling unit in the Neighborhood South Character District, the Ridgeview Trail shall be constructed and completed in accordance with the Parks and Open Space Plan.
- b. Prior to issuance of a certificate of occupancy or approval of a final inspection for any structure on Lots 5, 10, 16, 21, 22, and 28 as shown on the Appendix "I", Lot Plan, the corresponding adjacent section of the Watters Creek Greenbelt Open Space Trail shall be constructed in accordance with the Parks and Opens Space Plan. For purposes of this paragraph b., the phrase, "corresponding adjacent section" means the entire portion of the subject lot that shares a common property line with the Greenbelt Character District.
- c. No fewer than one (1) Trailside Activity Areas per lot frontage, and no fewer than six (6) total, shall be constructed on the Watters Creek Greenbelt Open Space Trail as shown on the Lot Plan
- d. Notwithstanding anything to the contrary in paragraph b., above, once the first four segments of the Watters Creek Greenbelt Open Space Trail have been constructed and determined by the Director of Parks and Recreation and Director of Community Development to have been completed in accordance with these Development Regulations, regardless of where the first four segments are constructed, the remainder of the Watters Creek Greenbelt Open Space Trail must be constructed in accordance with the Parks and Open Space Plan, which construction must be completed and accepted by the Director of Parks and Recreation prior to the issuance of a certificate of occupancy or approval of a final inspection for any structure on the remaining Lots

along the Watters Creek Greenbelt Open Space Trail.

- e. All other trails shall be constructed in conjunction with the building construction on the lot where the trail is located.

4. **Calculation of Required Area of Parks and Open Space.** When a minimum area of park land and/or open space to be dedicated, restricted or platted is required by these Development Regulations, determination of compliance with such minimum area shall be subject to the following:

- a. An area located within the Watters Creek flood plain shall be counted toward the minimum open space area required if it is left in its natural state and used as an amenity or is developed with a continuous trail as shown on the Open Space Plan and a Trailside Activity Area for each developable land parcel along the trail. There shall be a minimum of six Trailside Activity Areas activity nodes, inclusive of Lot 28, along the trail.
- b. Parking areas located in or adjacent to a park area that is subject to use for non-park uses, service drives, and cross access easements shall not be counted as parkland or open space dedication. Parking located at the Primary Trailhead with proper signage and other trailhead amenities as required for a primary trailhead as defined in the ALDC Appendix I, shall be counted toward satisfaction of the required parkland/open space area.
- c. Landscape Buffer Open Space developed with a continuous meandering hike and bike trail not less than 10 feet in width shall count toward the required open space area.
- d. Detention and retention ponds will be graded with side slopes from top of bank to the bottom of pond gently sloped with a gradient not exceeding 4:1 unless approved by the Director of Engineering. Retaining walls may be incorporated when slope requirements of a 4:1 gradient have been approved. The floor/bottom of such pond shall be designed to drain completely within seven days after the end of a 100-year rain event. A detention or retention pond with embankments or with slopes of greater than 4:1, inclusive of hard edged walls and natural areas in the vicinity of creeks, shall be counted toward the minimum area of the Property to be dedicated as park land or restricted or platted for open space if enhanced with pedestrian amenities such as boardwalks, decorative lighting, vegetation, decorative terracing, enhanced landscape treatment or other treatments approved by the Director of Parks and Recreation.
- e. A credit may be applied to the amount of Park Dedication Fees owed for development of the Property if the Owner shows that the costs of the park and recreation related amenities in the parks of the Project constructed for and accessible by the public will exceed that remaining amount of Park Dedication Fees due after the credit is applied in accordance with Section 3.e. above. Prior to the construction of such amenities exceeding the Park Dedication Fees, the Owner shall provide a written notification to the Director of Parks and Recreation for approval or denial, establishing the proposed excess paid for amenities. Annual reports shall be submitted by the Owner to the Director of Parks and Recreation outlining the Park Dedication Fees applied to the Property and the costs of improvements.

5. **Ownership and Maintenance.**

- a. The final plat(s) of the portions of the Property within the Greenbelt Character District shall dedicate public trail easements for the location of said Watters Creek Greenbelt

Open Space Trail unless such trails are constructed prior to approval of a final plat containing a Watters Creek Greenbelt Open Space Trail segment, in which case the owner of said portion of the Property may convey public trail easements to the City by separate easement in a form approved by the City Attorney.

- b. A Property Owners Association shall be owner of fee simple title of the portion of the Property within the Greenbelt Character District and of the public trail easements noted above; provided, however, the City shall be responsible for the maintenance of the Watters Creek Greenbelt Open Space Trail once constructed and accepted by the City, inclusive of the areas within any dedicated public trail easements. The City shall be responsible for maintaining only the paved portion of the trail, while the POA shall be responsible for mowing and control of vegetation along the trail. The POA or the property owner of tracts along the greenbelt shall maintain the Trailside Activity Areas.
- c. The portion of the Property within the Greenbelt Character District, the boundaries of which shall be determined by one or more final plats of said tract and shall contain at least all portions of the Property located within the designated floodplain area as set forth in a floodplain study approved by the Director of Engineering.
- d. At any location where the Watters Creek Greenbelt Open Space Trail exits the floodplain and traverses non-floodplain property, such section of trail not in the floodplain shall be located in a permanent twenty-foot wide trail easement dedicated and conveyed to the City.

**B. PARKLAND, OPEN SPACE, AND TRAIL STANDARDS.**

**1. General Standards.**

- a. The final location of each trail to be constructed on the Property must be approved by the Director of Parks and Recreation or his/her designee prior to commencement of construction of said trail.
- b. Park locations are indicated on the Regulatory Plan, but the location may be shifted based on final development plans and building construction. Any relocation of the park location by more than 300 feet must be approved by the Director of Parks and Recreation.
- c. Deviations to the park requirements Section 5.B.2, below, may be authorized by the Director of Parks and Recreation.

**2. Park Requirements.** Parks are to be publicly accessible open spaces that will be used for passive or active recreational use or a combination of the two as shown on the Regulating Plan. Areas set aside for parkland and open space that satisfy the requirements below shall satisfy the parkland dedication requirements.

- a. Parks shall be constructed to include the following amenities:
  - i. benches or various types of outdoor seating;
  - ii. trash receptacles;
  - iii. irrigated turf grass (not all turf areas within a park or open space are required to be irrigated);

- iv. pedestrian paving;
  - v. at least one shade tree with a minimum of four caliper inches in diameter per 4,000 square feet of park area, shall be planted not less than 25 feet apart; and
  - vi. a maximum of 25% of the shade trees required by paragraph a.v., above, may be substituted with ornamental trees at a ratio of two ornamental trees for each shade tree, which ornamental trees may be planted in groups or separately with no minimum spacing requirement.
- b. Parks shall be constructed to include at least three of the following amenities:
- i. dog waste receptacles;
  - ii. drinking fountains;
  - iii. bottle fillers;
  - iv. chilled bottle fillers;
  - v. bicycle racks;
  - vi. electrical receptacles at tables;
  - vii. grill;
  - viii. interpretive signage or markers;
  - ix. pedestrian lighting;
  - x. wayfinding signage;
  - xi. one additional shade tree (minimum of four caliper inches) or ornamental tree (minimum of four caliper inches (single trunk) or five caliper inches (multi-trunk)), or combination thereof, per 4,000 square feet of neighborhood park area in conjunction with the neighborhood park amenity trees (if more than four trees, 75% of the shade or ornamental trees shall be native trees);
  - xii. native drought tolerant ornamental plantings;
  - xiii. native turf/lawn or artificial grass;
  - xiv. certified pollinator habitat;
  - xv. rainwater cisterns;
  - xvi. “smart” irrigation controllers; or
  - xvii. one green storm water infrastructure improvement such as bioswales, bioretention, permeable pavements, and stormwater curb extensions.
- c. In addition to the amenities required by paragraphs a. and b., above, parks may be constructed to include the following recreational amenities which amenities shall also qualify for park dedication fee credits upon the approval of the Director of Parks and

Recreation:

- i. shade pavilion;
- ii. picnic tables in open areas;
- iii. dog park;
- iv. outdoor movable tables and chairs;
- v. stage for outdoor movies or small performances;
- vi. privately operated restaurants or cafes;
- vii. splash pad;
- viii. active playground;
- ix. musical play trail;
- x. nature play area;
- xi. demonstration gardens;
- xii. hardscape gathering space;
- xiii. lawn gathering space;
- xiv. sand volleyball;
- xv. bocce ball;
- xvi. yard games;
- xvii. interactive public art;
- xviii. public art;
- xix. boardwalk; or
- xx. water feature.

3. **Plaza Requirements.** Plazas are small, publicly accessible urban open spaces that are used for passive or active recreation, or a combination of the two. Plazas are not required but in the event plaza construction is desired, the following standards apply:
- a. Plazas are typically connected to a building and can be located between buildings, next to a building and a street, or on a corner.
  - b. Soft-scape may include raised planters, at-grade plantings in the hardscape, or potted plant material.
  - c. Plazas may be constructed to include the following amenities:

- i. fabric shade structures;
- ii. stage for small performances;
- iii. splash pad;
- iv. water feature;
- v. hardscape gathering space;
- vi. interactive public art;
- vii. public art;
- viii. benches;
- ix. outdoor seating;
- x. movable tables and chairs;
- xi. trash receptacles;
- xii. bike racks;
- xiii. electrical receptacles;
- xiv. pedestrian lighting;
- xv. wayfinding signage;
- xvi. native shade trees;
- xvii. native ornamental trees;
- xviii. native drought tolerant ornamental plantings;
- xix. certified pollinator habitat with a minimum area of 100 square feet;
- xx. “smart” irrigation controllers; or
- xxi. one green stormwater infrastructure improvement such as rainwater cisterns, permeable pavements and stormwater curb extensions.

d. Plazas shall have an area of not less than 400 square feet.

4. **Paseos Requirements.** Paseos are publicly accessible urban linear open spaces used for pedestrian connectivity, and if provided shall be designed and constructed in accordance with the following:

- a. To the extent possible, paseos shall be straight with the opening at the opposite end readily visible from the other end;
- b. A minimum of two public access points is required;

- c. Buildings with a minimum of 50% façade transparency or restaurants with outdoor dining shall line the paseo;
- d. Blank walls in adjacent buildings shall be interrupted with planting, vines, murals, or other types of art;
- e. Service vehicles shall be restricted from the paseo, and any back of house services shall be contained to designated areas and screened;
- f. Focal points shall anchor each end of the paseo;
- g. Where a paseo pivots, a focal point or slightly expanded open area shall be provided at the pivot;
- h. Planting shall be provided with raised planters or at-grade plantings in the hardscape;
- i. Hardscape of pedestrian scaled detail, texture, and color shall be provided to enhance the pedestrian experience;
- j. Focal points include, but are not limited to, water features, public art, or distinctive planters;
- k. Fabric shade structures, independent or connected to the building, are permitted in paseos;
- l. Supportive standard amenities including, but not limited to, benches, trash receptacles, pedestrian lighting, wayfinding, native drought tolerant ornamental plantings, wayfinding and signage, are permitted;
- m. Additional amenities including, but not limited to, certified pollinator habitat, irrigation controllers, and stormwater infrastructure (such as permeable pavements) are permitted; and
- n. A paseo shall be a minimum of 18 feet in width and, in cases where a paseo passes through a building must have a minimum height clearance of 10 feet.

5. **Special Use Park Requirements.** Special use parks are private or publicly accessible open spaces that are predominantly designed for at least one specific use and user group.

- a. Types of special use parks may include, but not limited to, a dog park, dog park with restaurant, sculpture park, community garden, trail stretch station, courtyard, passive non-programmed open space, or other special use park as approved by the Director of Parks and Recreation or designee.
- b. Supportive standard amenities of a special use park may include, but are not limited to, shade pavilions, outdoor restrooms, benches, various types of outdoor seating, trash receptacles, dog waste receptacles, bike racks, drinking fountains, bottle fillers, chilled bottle fillers, picnic tables, electrical receptacles at tables, grill, interpretive signage or markers, pedestrian lighting, wayfinding, native shade trees, native ornamental trees, native drought tolerant ornamental plantings, and lawn.
- c. Sustainable supportive amenities such as certified butterfly habitat, native or artificial turf, smart irrigation controllers, green stormwater infrastructure such as bioswales, bioretention, rainwater cisterns, permeable pavements, and stormwater curb extensions

are permitted.

d. Special use parks shall have an area of not less than 5,000 square feet.

6. **Trail Requirements.** Trails are publicly accessible linear open spaces that are used for pedestrian connectivity and active recreational use.

a. Required sidewalks are not part of the trail system, but sidewalk connectivity to the trail system is required. Sidewalks are not required along Alma Drive, Ridgeview Drive, and SH 121.

b. Permitted amenities include, but are not limited to, the following:

- i. trailheads;
- ii. neighborhood connections;
- iii. seating nodes;
- iv. wayfinding;
- v. benches;
- vi. trash receptacles;
- vii. dog waste receptacles;
- viii. educational signage;
- ix. exercise station;
- x. bike racks;
- xi. drinking fountains;
- xii. native drought tolerant ornamental plantings;
- xiii. certified pollinator habitat; and
- xiv. public art.

c. Material for the trail connector shall be concrete in accordance with Appendix I of the ALDC or other material approved by the Director of Parks and Recreation or his/her designee.

d. Supplementary trails may be improved with gravel or unimproved.

e. All parcels having frontage on the Watters Creek Greenbelt Open Space shall have trail access to the greenbelt trail.

7. **Individual Lot Open Space.** Open space restricted on each individual development lot shall be counted toward the minimum area required and shall be tracked per the report required per Section 5.A.2. Each Urban Residential building shall include one or more courtyards and/or central greens as open spaces that in the aggregate contain an area of not less than 0.20 acres

within the building. Areas consisting of water features, swimming pools, pedestrian hardscape, and softscape with ornamental shade trees or shade structures, bench seating, or handicap accessible walkways may be counted toward the minimum area required. Areas on individual lots occupied by drainage facilities and/or related easements, floodplain areas, erosion hazard setbacks, or other related facilities shall not be counted toward the minimum area of open space required by this Paragraph 7.

**C. OPEN SPACE DEDICATION.**

1. Open Space shall be provided in accordance with one of the following:
  - a. Not less than 32 acres of the Property shall be restricted or platted (for open space) or dedicated (for park land) for combined parks/open space purposes in relation to development of 2,400 total Urban Residential units on the Property, such area to be subject to reduction in accordance with Section 5.A.1.e.ii, above; or
  - b. Payment to the City of a fee in lieu of open space dedication equal to a rate of \$48,375 per required acre; or
  - c. Dedication Alternative (Park Investment Value): For every acre or partial acre of open space required but not restricted or platted, compliance with open space restriction and platting requirements may be satisfied by receiving a credit on a dollar for dollar basis against the amount of open space fee that would otherwise be due pursuant to Section 5.C.2.b above. Such credit will be the amount of the cost of installing and/or constructing recreational enhancements or amenities on existing or newly dedicated park sites on this Property in addition to the amenities otherwise required to be installed or constructed in the park areas as set forth in Subsections B.2 through B.6 of this Section 5 (hereafter referred to as “Park Investment Value” or “PIV”), which additional enhancements or amenities shall be limited to the following, or as approved by the Director of Parks and Recreation:
    - i. shade pavilion;
    - ii. picnic tables in open areas;
    - iii. outdoor movable tables and chairs;
    - iv. stage for outdoor movies or small performances;
    - v. splash pad;
    - vi. active playground;
    - vii. musical play trail;
    - viii. nature play area;
    - ix. hardscape gathering space;
    - x. bocce ball;
    - xi. interactive public art;

- xii. public art;
- xiii. water feature;
- xiv. fabric shade structures;
- xv. benches; and
- xvi. outdoor trail fitness/stretch equipment.

City shall not be liable for payment to the owner or developer of the Property for any amounts of PIV exceeding the amount of park land dedication fees due to the City, nor shall PIV generated from the installation and/or construction of the additional amenities and enhancements on parks developed within one phase of the Property be credited to park land dedication fees due for other phases developed within the Property.

EXAMPLE: Solely for purposes of illustrating how a PIV credit would be calculated, assume 400 dwelling units are to be constructed in Phase 1, and that one acre of open space is required to be restricted or platted for each 75 dwelling units, resulting in a requirement to dedicate 5.33 acres of open space or pay the City the amount of \$257,839 in fees based on the rate of \$48,375 per acre (5.33 acres x \$48,375/acre). Assume further that only 2.0 acres of open space is restricted or platted in Phase 1, which could include a 1.5-acre Central District Park and one 0.5-acre Character Area Park, resulting in a remaining requirement to restrict or plat 3.33 acres of open space (5.33 acres – 1.5 acres – 0.5 acres = 3.33 acres).

The owner or developer of the Property will have the option to either pay \$162,288 in park land dedication fees (3.33 acres not dedicated x \$48,375/acre), restrict or plat an additional 3.33 acres of land for open space, or use a combination of restricting or platting additional land for open space, paying for park land dedication at a rate of \$48,375 per acre of land otherwise required, or providing PIV in excess of what is otherwise required as set forth in Subsections B.1 through B.4 of this Section 5. To further illustrate this example, if amenities from the approved list in this Section 5.C, above and beyond what are otherwise required in Subsections B.1 through B.4 of this Section 5, are installed on the 2.0 acres of dedicated park land at a cost of \$150,000, the amount of park land fee due and payable to the City will be reduced to \$12,288. If the amount of PIV exceeds \$162,288, the amount of park land dedication fee due to the City for said phase would be reduced to \$0.00.

- c. A combination of the three methods above (5.C.2.a through 5.C.2.c).
- 2. Landscape Buffers at the perimeter of the development shall be counted as open space (i.e., not “park”) for the purposes of dedication calculations if developed with a continuous 10-foot wide concrete recreational trail.

**D. TREE MITIGATION AND LANDSCAPING.** Development of the Property shall comply with ALDC Section 7.06 except as follows:

- 1. Tree Fund payments required due to the removal of Hackberries or Sugarberries will be reduced by 25% of the amount otherwise due.
- 2. Negative tree credits will not be assessed for a tree that is removed following the City arborist’s determination the tree is at the end of its life, diseased, dead or dying per a tree condition

survey.

3. Negative tree credits will not be assessed for removal of fence row trees. Fence row trees, defined as a row of trees located within fifteen feet on either side of a fence line, shall not be considered protected trees.
4. Negative tree credits will not be assessed for removal of Siberian Elm (*Ulmus pumila*), hybridized elms of Siberian Elm or Chinaberry (*Melia azedarach*).
5. Tree credits shall be provided for street trees, parkway, and median trees, perimeter open space trees, and any trees preserved in park areas provided such trees are located where served by an irrigation system.
6. Removal of protected trees and historic trees not mitigated through replacement shall be offset by payment to the City Forestry Fund at the rate of \$200 per caliper inch of tree removed.
7. Tree preservation or replacement credits may be granted on the determination of the Director of Parks and Recreation based upon development details and level of landscaping provided during phase planning, with consideration being given to:
  - a. Interior landscape development such as high impact plantings throughout the site;
  - b. Protection of natural areas, etc.; and
  - c. Common areas.
8. Tree mitigation and preservation shall be evaluated on the entire Property and not for individual lots with the Property. Owner will maintain records of the tree mitigation and preservation for the entire Property and on an annual basis provide a written report to the Director of Parks and Recreation on the status of the overall tree mitigation and preservation for the Property.
9. Written reports shall be provided to the City Forester showing a calculation of total credits and debits on tree mitigation fees as follows:
  - a. Upon application for the development of the area of the Property at which 1/3 of the Property acreage is developed; provided, no Tree Fund payment will be required with or in relation to the submission of the initial report;
  - b. Upon application for development of the area of the Property at which 2/3 of the Property acreage is developed; provided, if there is an outstanding negative tree credit at the time of such report, a Tree Mitigation Liability Account will be established by the City to receive a deposit of funds equal to the outstanding negative tree credit; such funds shall be dedicated to and restricted to be used towards tree mitigation through on-site tree replacement under these Tree Mitigation guidelines; and
  - c. Upon application for the development of the remaining area of the Property; provided, if there is an outstanding negative tree credit at the time of such report, a plan shall be identified to use the remaining Tree Funds for on-site tree replacement in accordance with these Tree Mitigation guidelines. Such plan will require the approval of the Director of Parks and Recreation or his/her designee who may alternatively require the payment of funds into the Tree Fund or delivery of trees to the City tree farm.

## SECTION 6 - BUILDING DESIGN STANDARDS

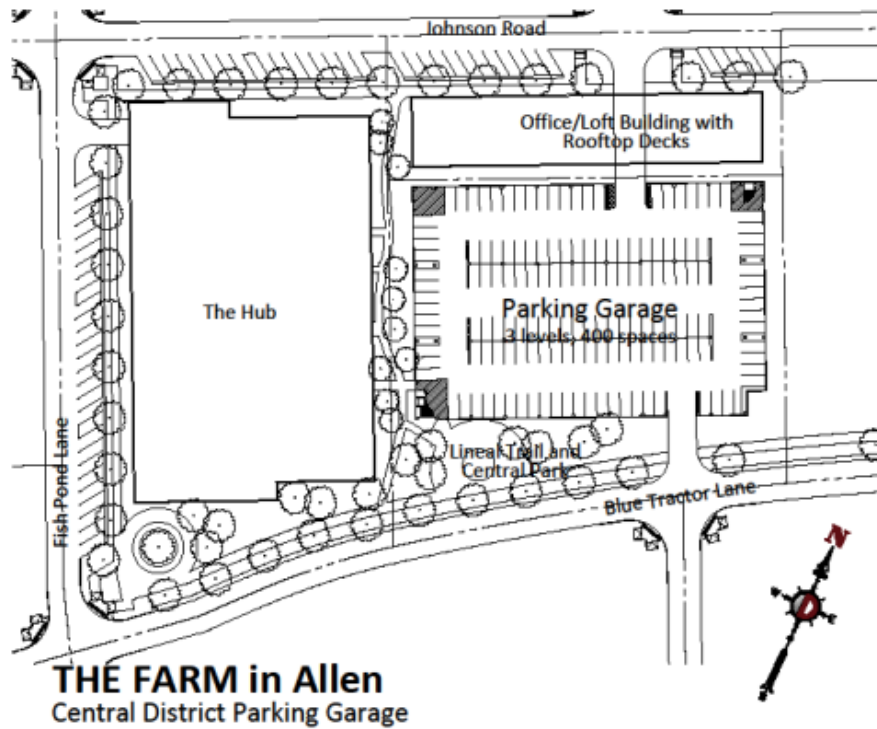
**A. BUILDING ORIENTATION.**

1. At intersections, corner buildings may have their primary entrances oriented at an angle to the intersection.
2. All primary entrances shall be oriented to the sidewalk zone of the Primary Street, for ease of pedestrian access; provided, however, if a cluster of buildings surrounds a parking lot or open space, the primary entrance may be oriented towards the parking lot or open space.
3. A porte-cochere is permitted as a primary entrance as long as a pedestrian connection from the sidewalk to the primary entrance is maintained.
4. Secondary and service entrances may be located from Secondary Streets, internal parking areas or alleys, or, if no Secondary Streets adjoins the lot, from Primary Streets, provided such entrances are screened from view from the adjacent street or alley.

**B. DESIGN OF PARKING STRUCTURES.**

1. Upper floor structured parking facades shall be designed so that vehicles on all parking levels are substantially screened from view from adjacent public street rights-of-ways.
2. Facades of above-ground parking structures that face internal Secondary Streets must have an enhanced architectural treatment.
3. Except for ramps at the entrances of parking garages or as otherwise provided herein, a long dimension of parking garages (length) shall not face any Primary Street; provided, however, the shorter dimension (width) and entrances to parking structures and ramps may be located on Primary Streets if designed to comply with requirements listed in this Section 6.B.3 and such width and entrances shall satisfy the frontage requirements. Notwithstanding the prior sentence, a parking garage located in the Central District may be developed with the long dimension(s) of the parking garage facing a Primary Street if:
  - a. the lot on which the parking garage is located faces only one Primary Street, one or more lots with a minimum width of 100 feet are located between the parking garage and the Primary Street; provided, however, the ultimate design of a habitable building(s) on such lot may allow for a drive entry to provide ingress and egress to the parking garage through or between such building(s) so long as the width of such entry does not exceed the width of the sides of the parking garage perpendicular to the Primary Street; and
  - b. the lot on which the parking garage is located faces two Primary Streets, development of one long side of the parking garage is developed in compliance with Paragraph 3.a., above, and the opposite side is developed with a landscaped open space along the entire façade length of the Parking Garage (not including areas occupied by public sidewalks and driveways and walkways leading from the adjacent Primary Street to the Parking Garage), which open space area shall be not less than 35 feet deep measured from the back of the curb of the adjacent Primary Street.

For purposes of clarification, the figure below depicts an example of the required development of a parking garage located between two Primary Streets within the Central District where the long sides run approximately parallel to and face the Primary Streets.



4. When parking structures are located at corners of Primary and Secondary Streets, corner architectural elements such as corner entrance, signage and glazing shall be incorporated at the Primary Street corner.
5. Parking structures and adjacent sidewalks shall be designed so pedestrians are clearly visible to entering and exiting automobiles.
6. The following images are intended to convey a general range of architectural features that would be approved as described in the regulatory text. Approval of final elevations by the Director of Community Development or designee shall be based on application of the requirements herein.





### **C. DESIGN OF AUTOMOBILE RELATED BUILDING SITE ELEMENTS.**

1. Drive-through lanes for commercial uses shall not be located along a Primary Street.
2. Drive-through lanes for commercial uses may be located along a Secondary Street if incorporated into the building frontage.
3. All off-street loading, unloading, and trash pick-up areas shall be located along alleys or internal drives. If an alley or internal drive is not available, a Secondary Street may be used. Any off-street loading, unloading, or trash pick-up areas shall be screened using a Street Screen that is at least as tall as the trash containers and/or service equipment it is screening. The Street Screen shall be a continuous masonry wall consisting of (i) the same or complementary materials as the principal building; or (ii) if approved by the Director of Community Development and the Director of Community Services, a living screen or a combination of a masonry screen and living screen.

### **D. MECHANICAL AND SERVICE SCREENING.**

1. All buildings shall be designed such that no mechanical equipment (HVAC, etc.) except vents or stacks, is visible from the public right-of-way or open space, whether the equipment is located on the ground, exterior wall or roof.
2. The screening material required by paragraph 1, above, shall be raised at least one foot above the top of the mechanical equipment. Metal or a complementary material may be used as a screen and is permitted above the roof level, but do not count towards elevation maximums.

### **E. FAÇADE COMPOSITION.**

1. Buildings shall maintain a façade rhythm along all Primary Streets, which may be expressed by changing materials, or color, or by using design elements such as fenestration articulation, columns and pilasters, or by varying the setback of portions of the façade.
2. Except for the Central and Creek Character Districts, facades will generally be built parallel to the street frontage; provided, however, at street intersections, a façade containing a primary building entrance may be curved or angled toward the intersection.

3. Multi-story office buildings shall be designed with the second floor structure built to a height that allow a minimum first floor ceiling height of not less than 14 feet.
4. A transom, display window area, bulkhead at the base, or similar feature shall be used in the design of retail storefronts unless an alternative design provides similar visual permeability into the storefront.
5. The following images are intended to convey a general range of architectural features that would be approved as described in the regulatory text. Approval of final elevations by the Director of Community Development or his/her designee shall be based on application of the requirements herein.



#### **F. WINDOWS AND DOORS.**

1. The “Primary Façade” for purposes of this Section 6.F. shall be the façade that faces a Primary Street or is considered to be the main entrance or the front of the building.
2. The required first floor windows along a primary storefront façade of a building on any street or along any façade facing a Primary or Secondary Street shall not be opaque, heavily tinted or mirrored glass.
3. Except as noted in Paragraph 4, below, the ground floor Primary Facade of multi-story

nonresidential buildings and residential buildings in which the ground floor is a nonresidential use shall have doors/windows (not opaque, heavily tinted or mirrored) covering no less than 60% of such Primary Façade. Exterior wall openings may also be included in the area of doors/windows provided such openings have walls on both sides and an overhead wall or roof structure. If the building is located in the Central District and includes an open area connecting to an outdoor dining area at the Primary Façade, the area of windows/openings may be reduced to not less than 30% of such Primary Façade including any single-story portions. Each upper floor of the Primary Façade shall contain windows covering at least 30% of the façade area. All other street facing façades (not including façades facing alleys which have no minimum percentage of doors and windows) shall have doors and windows covering not less than 15% of the façade area for all floors.

4. For all single story buildings in the Central District, the height of the exterior wall for calculation purposes shall be limited to no more than 12 feet in height. Primary Façades shall have doors/windows (not opaque, heavily tinted or mirrored) covering not less than 50% of the first floor wall area. Exterior wall openings may also be included in the area of doors/windows provided such openings have walls on both sides and an overhead wall or roof structure. All wall areas for the remaining street facing façades (not including façades facing alleys which have no minimum percentage of windows) shall have doors and windows (not opaque, heavily tinted or mirrored) covering not less than 15% of the facade. For purposes of this Paragraph 4, open passageways that open into the courtyard or exterior open space from the building exterior shall also count as window and door areas.



## G. GENERAL.

1. **Accessory Buildings.** Accessory buildings shall be constructed of materials that complement the main structure.
2. **Rear Facades.** Rear facades visible from adjoining properties and/or a public right- of-way shall be of a finished quality and consist of colors and materials that blend with the remainder of the building's primary facade(s).

**H. URBAN RESIDENTIAL BUILDING STANDARDS.** Urban Residential dwelling uses shall be subject to the following development and use regulations:

1. **Mixed-use integration.** Urban Residential projects shall be planned and designed to be integrated as part of horizontal or vertical mixed-use development on the Property. Urban Residential units may be located in separate freestanding buildings or may be combined in multi-use buildings of multi-story design.
2. **One-bedroom minimums.** No less than 65% of the Urban Residential dwelling units constructed on the Property shall be one- bedroom and studio units. A room used as a study or office that does not have a closet or bathroom directly accessible only from the interior of the room does not count as a bedroom for purposes of this Section 6.H . If a phase of Urban Residential development results in construction of one-bedroom or studio units exceeding 65% of the total units constructed, the surplus in that phase may be applied to later phases in the development of the Property which would allow individual properties to have fewer than 65% one bedroom and studio units. Notwithstanding the foregoing, the percentage of one-bedroom and studio units upon completion of construction of all Urban Residential within the Property shall be not less than 65% of the total Urban Residential dwelling units constructed. With each phase of Urban Residential development, a report demonstrating that the aggregate percentage of one-bedroom and studio units to total Urban Residential units is no less than 65% shall be delivered to the Director of Community Development.
3. **Internal Access.** All interior corridors shall be climate-controlled with all dwelling units being accessible through an interior climate-controlled corridor, except for the following conditions:
  - a. Individual units designed along a street with access to a sidewalk such as a “stoop” design; or
  - b. Individual units that are vertically integrated in a mixed-use building with a maximum of 30 units in the mixed-use building.
4. **Connectivity.** Pedestrian walkways shall connect all on-site common areas, parking areas, open space, recreational facilities to each other and to the adjacent public sidewalks within the Property but are not required to connect to private amenities.
5. **Non-Residential Component.** The first floor of buildings located on a Primary Building Frontage as depicted on the Regulating Plan shall be non-residential ready and constructed so that the underside of the second floor structure is built to a height to allow a first floor ceiling height if not less than fourteen (14) feet and mechanical chases necessary for conversion to commercial uses.
6. **Structured Parking.** Seventy percent (70%) of the Urban Residential units constructed on the Property shall have access to use of structured parking integrated with the building in which such units are located or in an immediately adjacent building. The number of structured parking spaces constructed in any phase of Urban Residential development may be fewer than 70% of the number of related Urban Residential units constructed provided later phases of Urban

Residential development provide for construction of structured parking spaces in sufficient numbers so that the total number of structured parking spaces constructed on the Property is not less than 70% of the number of Urban Residential units constructed on the Property. The developer shall provide a tracking report with the preliminary site plan for each phase of Urban Residential development demonstrating the surplus or deficit for that phase and total percentage of structured parking spaces constructed on the Property and used for owners or tenants of Urban Residential units.

7. **Architecture.** All buildings containing Urban Residential dwelling units shall be a minimum of two stories. Street-facing facades shall incorporate articulation consistent with the architectural style of the building to create diversity in the streetscape. All buildings are required to have consistent "four-sided" architectural treatments except for facades that are not visible from a street. Sloped roofs shall provide articulation, variations, parapets, gables, dormers or similar architectural elements to screen the roof and to break up the massiveness of the roof.

**I. TOWNHOME DESIGN STANDARDS.** Townhomes shall comply with the following standards:

1. Minimum lot width: 22 feet
2. Minimum front yard: 10 feet
3. Minimum side yard: 5 feet
4. Minimum alley paving width: 12 feet
5. Fence may extend to edge of utility easement or alley paving
6. Fencing or low walls, not exceeding 4 feet in height, shall be permitted in the front yards of townhomes.

**J. FLEXIBLE DESIGN STANDARDS.**

1. Exceptions to the development standards relating to building design or construction set forth in these Development Regulations may be granted for the purpose of improving performance in energy and water use and consumption, carbon dioxide emissions reduction, and improved indoor environmental quality. The standards used for best practices in sustainable design and the measures used to describe a building's environmental performance shall follow those principles, practices, and standards set forth by any of the following organizations:
  - a. U.S. Green Building Council (USGBC) – Leadership in Energy and Environmental Design (LEED); or
  - b. EPA and U.S. Department of Energy – Energy Star for Homes and Businesses; or
  - c. The Sustainable Sites Initiatives (SITES); or
  - d. Congress for the New Urbanism (CNU); or
  - e. BRE Environmental Assessment Method (BREEAM).
2. A request for an exception to the building design standards of these Development Regulations shall be submitted and approved before implementation by the Director of Community Development, Director of Engineering, and Chief Building Official, who shall have the

authority, but not the obligation, to approve the alternative design(s) without being processed as a zoning amendment in accordance with the ALDC provided such design alternatives are generally consistent with the intent of these Development Regulations and such exception does not:

- a. result in the approval of a land use not otherwise authorized by these Development Regulations or the ALDC;
- b. increase the allowable intensity or density of any land use; and
- c. effectively result in an amendment to these Development Regulations or the ALDC.

## **SECTION 7 - STREETSCAPE STANDARDS**

### **A. GENERAL.**

1. The streetscape standards contained herein shall apply to all streets within the Property except service drives, alleys, and fire lanes.
2. All private streets and landscaping within them shall be maintained by a property owners association.

### **B. PLANTING STANDARDS.**

1. Minimum caliper for required trees at time of planting, measured six inches above the root ball, shall be a minimum of four inches.
2. Trees in the landscape areas along streets shall be from the list of recommended trees in the ALDC unless other species are approved by the City Forester.
3. Trees planted along streets in the pedestrian amenity zone and/or median shall include a root barrier between the tree and back-of-curb.

### **C. STREET TREES.**

1. Pedestrian Amenity Zones will extend at least 50% of the block face, excluding site visibility triangles.
2. Except for street trees planted within curb extensions, no fewer than one shade tree for every 40 feet of street frontage, or portion thereof, shall be planted within the Pedestrian Amenity Zone. Flexibility on the spacing and location of street trees within the Pedestrian Amenity Zone will be permitted provided the number of trees is not less than the number of trees that would otherwise be required with the typical spacing herein.
3. Detention and retention areas and parks and open spaces along a block frontage shall be included in the calculation of the overall block frontage for purposes of calculating the minimum number of street trees required in a given block.
4. Street trees shall be planted no less than four feet behind the curb line and also placed in curb extensions (bump-outs into the parking lane) as long as the spacing complies with paragraph 5, below.
5. Each tree shall be planted in a planting area not less than 36 square feet; provided, however, the tree well area may be no smaller than five feet by five feet (5' x 5') or 25 square feet. Trees

installed in street well locations will include structural soil as designed by a Landscape Architect for the specific conditions or other approved system to remediate reduced planting areas.

6. Tree wells shall be irrigated in accordance with the City of Allen Water Conservation Code and include a subsurface drainage system. Root barrier shall be installed on street and sidewalk sides of tree wells.

**D. STREETSCAPE FURNISHINGS.**

1. All street furniture shall be located in a manner to allow a clear sidewalk passageway of not less than eight feet for Primary Streets and not less than six feet for Secondary Streets.
2. Furnishings may include one or more of the following:
  - a. Benches;
  - b. Wayfinding signage or kiosks;
  - c. Bollards;
  - d. Dog waste facilities;
  - e. Electric charging stations;
  - f. Planters;
  - g. Bicycle racks;
  - h. Trash/recycling receptacles;
  - i. Water feature; or
  - j. Public art.
3. Light poles, signs, and other street improvements may be located in the Pedestrian Amenity Zone outside of the path of pedestrian travel.

**E. SIDEWALKS.** Unless otherwise identified on the Regulating Plan, sidewalks constructed on the Property shall be not less than six feet wide; provided, however, sidewalks on Primary Streets shall be not less than eight feet wide.

**F. LIGHTING.**

1. Streetlight fixtures shall be installed along both sides of all streets at a spacing of approximately 80 feet on center.
2. Light fixture mounting heights shall be no more than 20 feet above grade with the overall pole height no more than 26 feet above grade. Pole color shall be black, brown, forest green, gray, or other neutral color designed to be complementary to the overall design aesthetic of the development.
3. Light fixtures shall be fully shielded.

4. Light fixtures shall be in general conformance with the photo below, which indicates the style and appearance of the light fixtures and poles. Alternate fixtures will be permitted provided the overall appearance of the fixture and poles remains the same.



5. Light distribution is allowed to extend across internal lot lines on the Property.

## **SECTION 8 – SUSTAINABILITY**

Incorporation of one or more of the following sustainable features may be used if privately owned and maintained:

1. Permeable pavement
2. Bioswale/bioretenion feature
3. Rainwater cistern
4. Drought tolerant plant material
5. Pollinator supportive habitat
6. Smart irrigation controllers

## **SECTION 9 – INFRASTRUCTURE IMPROVEMENTS**

- A. Construction of storm water detention facilities designed to detain surface water flows for the western 25% of the Property shall be constructed on the Property. Staged detention designed to receive the developed runoff that makes the detention facility necessary shall be shown on the final site plans for each portion of the Property being platted and constructed in accordance with ALDC standards concurrently with development of the other public and private infrastructure associated with the portion of the Property being developed. In lieu of multiple detention/retention facilities and subject to approval of the design by the Director of Engineering, a common detention area for receiving developed runoff based on full development of the Property may be constructed. All storm water detention facilities shall be sufficiently designed and sized to accommodate all drainage requirements set forth in the City's standards. All storm water detention facilities shall be shown as a common area at the time of final plat and shall be owned and maintained by the developer and/or a property/homeowner's association subject to ALDC Section 8.20.
- B. Designated 100-year floodplain may be modified in accordance with procedures established by the Federal Emergency Management Agency (FEMA) and Section 5.01 of the ALDC and upon approval of the Director of Engineering.

## SECTION 10 - SIGN STANDARDS

- A. GENERAL.** Signs in the District shall conform to applicable ALDC provisions except as provided in this Section 10.
- B. ALLOWED SIGNS.** The following signs shall be allowed subject to the size restrictions set forth in the ALDC unless otherwise indicated below:
1. **Sandwich/A-Frame Sign.** Sandwich/A-frame sidewalk signs may be located in the Tollway, Central, Neighborhood North and Creek Character Districts subject to the following:
    - a. The sign height shall not exceed four feet;
    - b. Each sign face shall not exceed an area of eight square feet;
    - c. The sign may be placed in the pedestrian amenity zone created by street trees and pedestrian lighting, provided that:
      - i. The sign is located no closer than one foot to the face of the curb;
      - ii. A minimum unobstructed sidewalk width of six feet is maintained;
    - d. A sign permit must be obtained from the City prior to placement of the sign on the Property;
    - e. Only one A-frame sign is permitted per occupancy;
    - f. A-frame signs may be placed on the sidewalk adjacent to a restaurant associated with the sign only during the restaurant's business hours; and
    - g. A maximum of one of each type of the following signs are allowed per retail, restaurant or service business: A-frame (sandwich board) signs and menu signs.
  2. **Off-Premise Multi-Tenant Complex Signs.**
    - a. Maximum effective sign area: 180 square feet per side.
    - b. Maximum number:
      - i. Four on the SH 121 frontage;
      - ii. Three on the Alma Drive frontage; and
      - iii. Two on Ridgeview Drive frontage.
    - c. Such multi-tenant complex signs may include the name of the development in lieu of the name of the primary facility.
    - d. Notwithstanding ALDC Section 7.09.4.1, a multi-tenant complex sign may include signs and/or lists of individual stores or businesses located within the Property, even if such individual stores or businesses are not on the same lot or parcel on which the multi-tenant complex sign is located.

3. **Off-Premise Identification Signs.**
  - a. Maximum effective sign area: 180 square feet per side.
  - b. Maximum number:
    - i. Three on SH 121 frontage;
    - ii. Three on Alma Drive frontage; and
    - iii. Two on Ridgeview Drive frontage.
  - c. Notwithstanding ALDC Section 7.09.4.1, an identification sign may identify a complex or group of buildings (but not the names of individual stores or businesses) located within the Property, even if such complex or group of buildings is not on the same lot or parcel on which the identification sign is located.
4. **Outdoor Patio Umbrellas.** Outdoor patio umbrellas may contain advertising and be allowed for special events, retail, service, or restaurant uses on the premises on which the outdoor patio umbrella is located.
5. **Vehicular Signs.** Vehicular Signs on food trucks and trailers are permitted.
6. **Wall signs.** Wall signs shall be in accordance with applicable provisions of the ALDC unless modified herein.
7. **Blade Signs.**
  - a. No more than one blade sign will be allowed for each building face. No monument sign shall be permitted on the same street frontage adjacent to the building face when a blade sign is installed on the same building face. Wall signs on the same building face may be approved by the Sign Control Board pursuant to the criteria set forth in Section 2.03 of the ALDC.
  - b. Each sign face of a Blade sign shall not exceed an area of fifty square feet per building face and shall not exceed five feet in width.
  - c. The lowest edge of the Blade sign shall be not less than twelve feet above the ground beneath the sign.
  - d. The top edge of the Blade sign shall not exceed a height that is two-thirds (in linear feet) of the height of the building face at the location of the building face where the sign is attached.
8. **Hanging/Projecting Signs.**
  - a. No more than one hanging sign will be allowed for each first-floor occupancy; provided, however, a first floor building occupant with public entrances on more than one street frontage may have one hanging sign on each street frontage;
  - b. Each sign face shall not exceed an area of twelve square feet;
  - c. Each sign face shall not exceed a width of five feet;

- d. The lowest edge of the sign shall not be less than eight feet above the ground below the sign; and
  - e. No hanging sign shall be closer than fifteen feet from another hanging sign.
9. **Illuminated Signs.** Illuminated signs are allowed within 150 feet of a residential property internal to the District, but only if illumination does not exceed 2.0 foot-candles measured at a level five feet above the shared property line.
10. **Painted Signs.** Signs painted directly on the surface of a building or structure are allowed if approved by the Sign Control Board.
11. **Utility Poles.** Signs may be attached to public utility poles or light poles if approved in advance by the Sign Control Board, the owner of the pole, and any other party that has prior rights to use of the pole. This paragraph 11 does not constitute approval to place signs on public utility poles or light poles owned by the City, which approval must be obtained from the City department with jurisdiction over the pole and the Director of Community Development prior to placement of the sign on the City pole.
12. **Banners.** Banners for special events shall not be restricted by number of permits per year or restrictions on running consecutively; provided, however, banner signs may be installed no earlier than three weeks prior to the special event to which the sign relates and must be removed no later than one week after the conclusion of the special event.
13. **Changeable Electronic Variable Message Signs. (“CEVMS”)**
- a. CEVMS signs may be façade-integrated, pylon, pole signs or monument signs.
  - b. Façade-integrated signs may be CEVMS or static signs with a light source that is not directly visible.
  - c. Except as otherwise provided in Section 10.B.17, below, the maximum sign area for any individual on premise CEVMS is 900 square feet per side. The total sign area for all CEVMS installed on the Property is 8,000 square feet, inclusive of the Off-Premises CEVMS described in Section 10.B.17.
  - d. A CEVMS may not display light of such intensity or brilliance to cause glare, impair the vision of an ordinary driver, or constitute a nuisance.
  - e. No flashing, dimming, or brightening of message is permitted except to accommodate changes of message.
  - f. Nothing in this Section 10.B.14 shall be construed as authorizing installation of a CEVMS at a location that requires approval by TxDOT prior to installation.
  - g. Except as provided in Section 10.B.17, below, no CEVMS shall be operated and used as an off-premises sign.
14. **Multistory Office Wall Signs.**
- a. Multistory office wall signs shall not be required to be placed above a tenant’s lease space.
  - b. Signs may be located on the face of a building in either a horizontal or vertical direction

or near the top of the building facade.

- c. Multistory office wall signs may be illuminated.
- d. A multistory office wall sign may project no more than four feet from the building surface at the location to which it is attached.
- e. Ground floor tenants in a multistory office shall be treated separately and may have signs regulated in accordance with the standards in these Development Regulations and the ALDC.
- f. The allowable number and size of cumulative signs for multistory office wall signs, per façade, is as follows:
  - i. Multistory office buildings may have three signs per elevation not including ground floor signage.
  - ii. Single-story building signs shall conform to the standards in these Development Regulations and the ALDC for attached (wall) signs.
  - iii. Buildings between 20 feet and 60 feet in height shall have signs no larger than 25 square feet plus an additional three square feet for every one foot in building height over 20 feet.
  - iv. Buildings greater than 60 feet in height shall have signs no larger than 25 square feet plus an additional five (5) square feet for every one foot in building height over 60 feet. This signage shall be restricted to placement anywhere in the top 20% of the building façade.

15. **Rooftop Signs.** One rooftop-mounted premise sign is permitted per lot, subject to the following conditions:

- a. A rooftop-mounted premise sign may be illuminated internally or externally, or both;
- b. A rooftop-mounted premise sign may not exceed 1,200 square feet of total effective area; and
- c. A rooftop-mounted premise sign must comply with Fire Code regulations.

16. **Character Structure Signs.** Signs are permitted to be erected on character structures (e.g. water towers, windmills, etc.), subject to the following conditions:

- a. Character Structure Signs may be illuminated internally or externally, or both; and
- b. Character Structure Signs may not exceed 1,200 square feet of total effective area.

17. **Off-Premises CEVMS.** No more than one (1) sign support structure with no more than two (2) CEVMS panels mounted back-to-back on said sign structure may be installed and constructed on the State Highway 121 frontage of the Property, which sign shall be subject to the following:

- a. The sign area of each CEVMS shall not exceed 672 square feet per side, have a maximum width of 48 feet, and have a maximum height (sign only) of 14 feet;

- b. The sign areas of the CEVMSs authorized by this Section 10.B.17 shall be counted toward the maximum sign area of CEVMS authorized on the Property as set forth in Section 10.B.13.c;
- c. The CEVMS, inclusive of the support structure on which the CEVMS is mounted, shall not exceed a height of sixty (60) feet;
- d. The masonry base and the stone cap of the CEVMS shall not be less than 5 feet and 8 inches above the ground;
- e. Notwithstanding ALDC Section 7.09.4.1, the CEVMS authorized by this Section 10.B.17 may display copy that relates to a business, person, organization, activity, event, place, service, or product manufactured or sold on the Property, notwithstanding such business, person, organization, activity, event, place, service, or product manufactured or sold is not located or occurring on the lot on which the CEVMS is located; and
- f. Such CEVMS may be located on any lot fronting on State Highway 121 subject to the following:
  - i. No portion of such sign shall be located within or overhang the right-of-way of any public street or highway;
  - ii. The support structure of the CEVMS, including its base, shall be located outside of all easements;
  - iii. The setback from SH 121 shall be 10 feet; and
  - iv. The support structure shall be located in a manner that complies with Section 8.05.1.15 relating to sight triangles.

- 18. **Undefined Signs.** Sign types not clearly defined in the ALDC may be allowed if approved by the Sign Control Board after a recommendation by the Director of Community Development.

## SECTION 11 - SITE PLAN ADMINISTRATION

### A. SITE PLAN REVIEW PROCESS.

- 1. **Site Plan Details.** Site plan details to be provided on a site plan shall comply with Section 6.05.3 of the ALDC.
- 2. **Site Plan Review Standards.** The Director of Community Development shall be authorized to approve a site plan if such site plan complies with the Regulating Plan and conforms to the standards set forth in these Development Regulations and the ALDC.
- 3. **Amendments to Approved Site Plans.** The Director of Community Development shall be authorized to approve changes to approved site plans that comply with the Regulating Plan and the provisions in these Development Regulations.

### B. AMENDMENTS TO THE REGULATING PLAN.

- 1. **Minor Modifications.** Except as otherwise provided in these Development Regulations, the Director of Community Development shall have the authority to administratively approve minor changes to the Regulating Plan. "Minor modifications" include changes that:

- a. Do not materially change the circulation on the Property;
  - b. Do not change the relationship between buildings and streets;
  - c. Do not amend the overall area allocation between different Character Areas by more than 15%;
  - d. Relocate mandatory parks provided the amount of park area satisfies the amount of park area required as shown on the Regulating Plan or as required by these Development Regulations;
  - e. Add amenities to the parks and open space requirements which may be used in addition to or in lieu of the amenities identified as approved by the Director of Parks and Recreation; or
  - f. Relocate required trails provided pedestrian and bike connectivity is provided as intended by the Regulating Plan.
2. **Major Modifications.** Changes to the Regulating Plan that do not qualify as minor changes shall be processed as an amendment to a zoning ordinance pursuant to the ALDC.
  3. **Modifications Mandated by Law.** Any modification to a street location shown on the Regulating Plan that is necessitated by a Federal, State, or Local action may be administratively approved by the Director of Engineering.

## SECTION 12 – DEFINITIONS

Unless the context indicates otherwise, the following words and phrases shall have the following meanings as used in these Development Regulations:

- A. **Build-to-Zone:** the distance in which a building shall be constructed from the street back-of- curb or property line along a Primary or Secondary Frontage. Publicly accessible and activated people spaces, such as outdoor cafes, patios and plazas differentiated from the sidewalk shall be considered as buildings for the calculation of building frontage.
- B. **Building Frontage:** the percentage of a building’s façade that is required to be located in the Build-to-Zone, except for any additional setback needed to account for site visibility triangles, as a proportion of that lot’s frontage along the private street. Publicly accessible and activated people spaces, such as outdoor cafés, forecourts, patios and plazas differentiated from the sidewalk shall be considered as buildings for the calculation of building frontage.
- C. **Flex Space:** floor area built to provide for flexibility of use over time, and which is constructed in a manner that can accommodate residential, office or retail use. It will conform to commercial Building Code standards and ADA accessibility and have at least a 14-foot clear ceiling height.
- D. **Open Space:** For purposes of this these Development Regulations, and in addition to the provisions of the ALDC, open space shall also include:
  1. Land area, including easements, accessible to and permanently reserved for the common use and enjoyment of the residents, tenants and visitors within the District for leisure, and active and passive recreational purposes;
  2. Floodplain, natural drainage areas or creeks as long as developed and maintained as an amenity;

3. Ponds and bodies of water; so long as these are developed with pedestrian amenities not limited to walking trails, decorative lighting, seating or enhanced landscape treatment; and
4. Right-of-way setbacks developed with a planting mix supportive of native wildlife. but shall not include:
  - a. Areas reserved for the exclusive use and benefit of an individual tenant or owner; and
  - b. Streets, parking for non-park uses, alleys and public rights-of-way.

**E. Park:** For purposes of these Development Regulations, and in addition to the provisions of the ALDC, parks may include:

1. Floodplain, drainage easements, natural drainage areas or creeks, as long as developed or preserved and maintained as an amenity;
2. Drainage easements for conveying stormwater to the West Lake Park water feature may be counted in the area considered for park dedication credit
3. Ponds and bodies of water as maintained as an amenity;
4. Trails so long as they are developed with at least five amenities required for parks;
5. Trailheads developed with at least five amenities required for parks;
6. Permitted amenities; but shall not include:
  - a. Areas reserved for the exclusive use and benefit of an individual tenant or owner; and
  - b. Dedicated streets, parking, cross-access easements, alleys and public rights-of-way.

**F. Pedestrian Amenity Zone:** the band between the back of curb and the sidewalk which contains such things as street trees, pedestrian scale lighting, street furnishings and bicycle parking.

**G. Sign:**

1. *A-Frame/Sandwich Board Sign* means a self-supporting A-shaped sign with two visible sides that is situated on or adjacent to a sidewalk.
2. *Blade Sign* means a projecting sign mounted on a building facade perpendicular to the street or sidewalk, typically spanning multiple stories along a facade.
3. *Hanging/Projecting Sign* means a single tenant sign mounted on a building façade and projecting perpendicular to a street or sidewalk, with the location/mounting of the sign at or below the indicated architectural break between the ceiling of the first story use and the floor of the second story use.
4. *Menu sign* means a window or freestanding sign containing menu items for the on-site retail or restaurant business.
5. *Patio Umbrella with advertising* means a patio umbrella containing incidental advertising directly or indirectly associated with the on-site retail or restaurant business.

6. *Vehicular Signage on food trucks and trailers* means vehicular signage attached to the food truck or trailer that is serving as the place of business.

**H. Street Screen:** a low screening wall built at the edge of a parking area or utility/ service area made up of:

1. the same material as the principal building the parking is serving; or
2. a living screen; or
3. a combination of the two.

**LEGAL DESCRIPTION  
135.35 ACRES  
SITUATED IN THE  
J.W. PARSONS SURVEY, ABSTRACT NO. 705  
THE J.W. ROBERTS SURVEY, ABSTRACT NO. 762 &  
JOHN PHILLIPS SURVEY, ABSTRACT NO. 718  
COLLIN COUNTY, TEXAS**

**BEING** a tract of land out of the J.W. Parsons Survey, Abstract No.705, John Phillips Survey, Abstract No. 718 and the J.W. Roberts Survey, Abstract No. 762 in the City of Allen, Collin County, Texas, being part of a 8.44 acre tract of land described in deed to Johnson Centre, Ltd. recorded in Volume 4505, Page 2672, being part of a 5 acre tract of land described in deed to Johnson Centre, Ltd. recorded in Volume 4505, Page 2464, being part of a 56.78 acre tract of land described in deed to Johnson Centre, Ltd. recorded in Volume 4505, Page 2457, being part of a 10 acre tract of land described in deed to Johnson Centre, Ltd. recorded in Volume 4505, Page 2437, being part of a 10 acre tract of land described in deed to Johnson Centre, Ltd. recorded in Volume 4505, Page 2452, being part of a 5 acre tract of land described in deed to Johnson Centre, Ltd. recorded in Volume 4505, Page 2448, being part of a 25 acre tract of land described in deed to Johnson Centre, Ltd. recorded in Volume 4505, Page 2443, being part of a 9.25 acre tract of land described in deed to Johnson Centre, Ltd. recorded in Volume 4505, Page 2440, being part of a 27.83 acre tract of land described in deed to Johnson Centre, Ltd. recorded in Volume 4505, Page 4916, all of the Land Records of Collin County, Texas and being more particularly described as follows:

**BEGINNING** at a point for the intersection of the north right-of-way line of Ridgeview Drive (variable width ROW) and the east right-of-way line of Alma Drive (variable width right-of-way) from which a 5/8-inch iron rod found with a cap stamped "Jacobs" bears South 15 degrees 42 minutes East, 0.4 feet;

**THENCE** with said east right-of-way, the following courses and distances to wit:

North 26 degrees 15 minutes 11 seconds West, a distance of 290.58 feet to a 1/2-inch iron rod found for corner;

North 27 degrees 53 minutes 22 seconds West, a distance of 350.14 feet to a point for corner from which a 1/2-inch iron rod found bears North 07 degrees 00 minutes West, 0.2 feet;

North 26 degrees 15 minutes 10 seconds West, a distance of 39.49 feet to a 5/8-inch iron rod found with a plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 16 degrees 44 minutes 55 seconds, a radius of 1246.00 feet, a chord bearing and distance of North 34 degrees 37 minutes 37 seconds West, 362.93 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 364.23 feet to a point from which a 1/2-inch iron rod found bears North 44 degrees 07 minutes East, 0.4 feet;

**LEGAL DESCRIPTION  
135.35 ACRES  
SITUATED IN THE  
J.W. PARSONS SURVEY, ABSTRACT NO. 705  
THE J.W. ROBERTS SURVEY, ABSTRACT NO. 762 &  
JOHN PHILLIPS SURVEY, ABSTRACT NO. 718  
COLLIN COUNTY, TEXAS**

North 43 degrees 00 minutes 05 seconds West, a distance of 62.15 feet to a 5/8-inch iron rod with a cap stamped "Jacobs" found at the beginning of a tangent curve to the right having a central angle of 41 degrees 35 minutes 14 seconds, a radius of 1000.00 feet, a chord bearing and distance of North 22 degrees 12 minutes 27 seconds West, 710.01 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 725.83 feet to a 5/8-inch iron rod found for corner;

North 01 degree 24 minutes 50 seconds West, a distance of 31.27 feet to a 5/8-inch iron rod with a cap stamped "Jacobs" found for corner in the south right-of-way of State Highway 121 (Sam Rayburn Tollway - variable width ROW);

**THENCE** leaving the east right-of-way line of said Alma Drive and with said south right-of-way line, the following courses and distances to wit:

North 07 degrees 33 minutes 05 seconds East, a distance of 91.97 feet to a 5/8-inch iron rod with a cap stamped "Jacobs" found for corner;

North 66 degrees 19 minutes 27 seconds East, a distance of 812.38 feet to a broken concrete monument found for corner;

North 67 degrees 18 minutes 11 seconds East, a distance of 443.02 feet to a point from a 5/8-inch iron rod with a cap stamped "Jacobs" bears South 37 degrees 10 minutes East, 0.3 feet;

North 60 degrees 31 minutes 56 seconds East, a distance of 979.70 feet to a point from which a 5/8-inch iron rod with a cap stamped "Jacobs" bears South 32 degrees 59 minutes East, 0.6 feet;

North 64 degrees 38 minutes 32 seconds East, a distance of 1098.60 feet to an aluminum disk stamped "Allen" for corner in the west line of a 129.37 acre tract of land described in deed Elkin P. Bush Property Company recorded in Volume 3988, Page 1722 of the Land Records of Collin County, Texas;

**THENCE** leaving the south right-of-way line of said State Highway 121 and with said west line, South 00 degrees 39 minutes 28 seconds East, a distance of 2501.38 feet to a 5/8-inch iron rod found for corner in the north right-of-way line of said Ridgeview Drive;

**THENCE** with said south right-of-way line, the following courses and distances to wit:

**LEGAL DESCRIPTION**  
**135.35 ACRES**  
**SITUATED IN THE**  
**J.W. PARSONS SURVEY, ABSTRACT NO. 705**  
**THE J.W. ROBERTS SURVEY, ABSTRACT NO. 762 &**  
**JOHN PHILLIPS SURVEY, ABSTRACT NO. 718**  
**COLLIN COUNTY, TEXAS**

South 77 degrees 01 minutes 35 seconds West, a distance of 359.26 feet to a 5/8-inch iron rod found for corner;

South 00 degrees 42 minutes 01 second East, a distance of 65.00 feet to a 5/8-inch iron rod with a plastic cap stamped "KHA" set for corner;

South 88 degrees 42 minutes 16 seconds West, a distance of 181.48 feet to a 5/8-inch iron rod with a plastic cap stamped "KHA" set for corner from which a 5/8-inch iron rod with a cap stamped "Jacobs" bears North 14 degrees 33 seconds West, 1.3 feet;

South 89 degrees 30 minutes 19 seconds West, a distance of 212.08 feet to a 5/8-inch iron rod with a plastic cap stamped "KHA" set for corner from which a 5/8-inch iron rod with a cap stamped "Jacobs" bears North 20 degrees 30 seconds West, 1.10 feet for the beginning of a non-tangent curve to the left having a central angle of 20 degrees 29 minutes 47 seconds, a radius of 1185.00 feet, a chord bearing and distance of South 78 degrees 53 minutes 50 seconds West, 421.65 feet;


In a southwesterly direction, with said curve to the left, an arc distance of 423.91 feet to a 5/8-inch iron rod with a plastic cap stamped "KHA" set for corner from which a 5/8-inch iron rod with a cap stamped "Jacobs" bears North 24 degrees 38 seconds West, 0.7 feet;

South 68 degrees 38 minutes 57 seconds West, a distance of 740.20 feet to a point from which a 5/8-inch iron rod with a cap stamped "Jacobs" bears South 08 degrees 07 seconds West, 0.3 feet, said point being the beginning of a tangent curve to the left having a central angle of 04 degrees 53 minutes 29 seconds, a radius of 1185.00 feet, a chord bearing and distance of South 66 degrees 12 minutes 12 seconds West, 101.13 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 101.16 feet to a 5/8-inch iron rod found for corner;

South 63 degrees 45 minutes 28 seconds West, a distance of 304.60 feet to the **POINT OF BEGINNING** and containing 135.350 acres or 5,895,828 square feet of land.

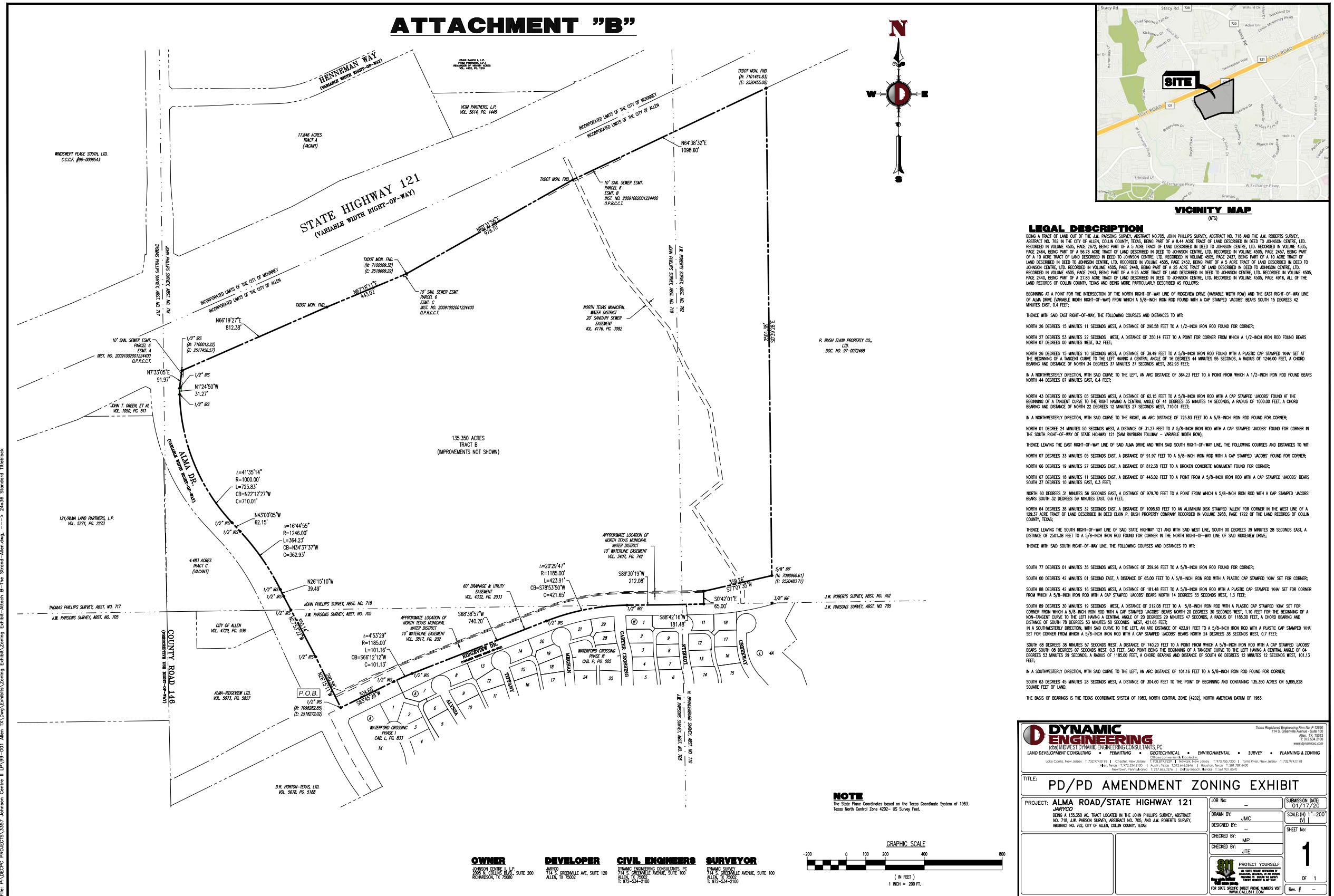
The Basis of Bearings is the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

  
 C. Howard  
 RPLS 6267  
 TX FIRM NO 10194205



Page 3 of 3

## APPENDIX A ZONING EXHIBIT



## APPENDIX “B ” SCHEDULE OF USES

The use of land and buildings listed shall be in accordance with those listed in the following schedule of permitted principal uses and schedule of permitted accessory uses by Character Area. Specific Use Permits shall not be required for any use unless established herein.

Legend for interpreting schedules of permitted uses:

- X — Use permitted in district indicated.
- — Use prohibited in district indicated.
- S — Use may be permitted upon approval of specific use permit.
- T — Use may be permitted as temporary use.

USE	Central	Tollway	Neighborhood North	Neighborhood South	Creek
ADULT DAY CARE	X		X		X
AGRICULTURAL USE	X	X	X	X	X
AMPHITHEATER	X	X	X		X
AMUSEMENT, COMMERCIAL (INDOOR)	X	X			X
AMUSEMENT, COMMERCIAL (OUTDOOR)	X	X			X
ANTIQUE SHOP (INCLUDING ANTIQUE FAIRS)	X	X	X		X
ARTISANS AND ARTIST STUDIO (INCLUDING ART FAIRS)	X	X	X	X	X
ASSISTED LIVING	X	X	X	X	X
AUTO PAINTING OR BODY SHOP	S				S <sup>3</sup>
AUTO PARTS SALES	X				X
AUTO, TRAILER, TRUCK RENTAL	S				S <sup>3</sup>

USE	Central	Tollway	Neighborhood North	Neighborhood South	Creek
AUTOMOTIVE REPAIRS, MAJOR	S				S <sup>3</sup>
AUTOMOTIVE REPAIRS, MINOR	S				S <sup>3</sup>
BAKERIES (WHOLESALE)					
BAKERY OR CONFECTIONERY	X	X	X		X
BANKS AND FINANCIAL INSTITUTIONS	X	X	X <sup>1</sup>		X
BED & BREAKFAST	X	X	X		
BICYCLE SHOP/REPAIR SERVICE	X	X	X	X	X
BOAT DISPLAY SALES AND REPAIR		S			
BOOK, CARD OR NOVELTY SHOPS	X	X	X	X	X
BOTTLING WORKS & DISTRIBUTION (microbrewery and microdistillery only)	X	X			X
BUILDING MATERIALS SALES (Outdoor)					
BUILDING MATERIALS SALES (Indoor)	X				X
CAR WASH	S				S
CARNIVAL OR CIRCUS	T	T	T		T
CARPENTRY, PAINTING SHOP	X	X			
CATERING	X	X	X		X
CHURCH, TEMPLE OR	S	S	S	S	X

USE	Central	Tollway	Neighborhood North	Neighborhood South	Creek
RECTORY					
CLINIC, MEDICAL	X	X	X		X
COLLEGE UNIVERSITY OR TRADE SCHOOL	X	X	X		X
COMMUNITY CENTER	X	X	X	X	X
CONCRETE BATCH PLANT (NON-TEMP)					
CONCRETE BATCH PLANT (TEMPORARY) (Shall be located a minimum of 500 feet from any existing residential structure)	T	T			T
CONGREGATE RESIDENCE			X		
CONSTRUCTION OFFICE (TEMPORARY)	T	T	T	T	T
CONVENIENCE STORE	X	X			X
COUNTRY CLUB					X
DANCE/MARTIAL ARTS STUDIOS	X	X	X <sup>1</sup>		X
DAY CARE FACILITY	X	X	X		X
DEPARTMENT OR DISCOUNT STORES	X	X	X <sup>1</sup>		X
DRUG STORE OR PHARMACY	X	X	X <sup>1</sup>		X
DWELLING, MULTI-FAMILY (URBAN RESIDENTIAL)	X	X	X		X
DWELLING, SINGLE-FAMILY (ATTACHED)		X	X	X	
DWELLING, SINGLE-FAMILY (DETACHED)			X	X	
DWELLING, TWO-FAMILY			X	X	

USE	Central	Tollway	Neighborhood North	Neighborhood South	Creek
EQUIPMENT RENTAL	X	X			X
FABRICS OR NEEDLEWORK SHOP	X	X	X		X
FAIRGROUNDS OR RODEO	T	T			T
FAMILY HOME					
FARM IMPLEMENT SALES AND SERVICE					
FARMER'S MARKET	X	X	X		T
FITNESS AND HEALTH CENTER (PUBLIC EXCLUDING SIMILAR FACILITY IN OFFICE BUILDING OR MF PROJECT)	X	X	X <sup>1</sup>		X
FLORIST	X	X	X		X
FOOD HALL OR CAFETERIA	X	X			X
FOOD PROCESSING (HEAVY)					
FOOD SERVICE	X	X			X
FOOD TRUCK PARKS/LOTS/LOCATIONS (per ALDC)	X	X	X		X
FOOD TRUCK PARK (per ALDC)	X	X			X
FRATERNAL ORG., LODGE, CIVIC CLUBS	X	X	X		X
FUELING STATION	S				S
FUNERAL HOMES AND MORTUARIES		X			X
FURNITURE/APPLIANCE SALES		X			X

USE	Central	Tollway	Neighborhood North	Neighborhood South	Creek
GARAGE, PUBLIC PARKING	X	X	X		X
GOLF COURSE					
GOLF COURSE (PUBLIC)					
GROCERY	X	X	X <sup>1</sup>		X
GYMNASTICS AND SPORTS TRAINING FACILITY	X	X	X <sup>1</sup>		X
HARDWARE STORE	X	X			X
HELISTOP		S			S
HELISTOP (TEMPORARY)		T			T
HOSPICE	X		X		X
HOSPITAL		X			X
HOTEL	X	X	S		X
KEY SHOP, LOCKSMITH	X	X	X		X
LABORATORIES: BIO SAFETY LEVEL 2		X			X
LABORATORIES: BIO SAFETY LEVEL 3		X			X
LABORATORIES: DENTAL		X			X
LAUNDRY, SELF-SERVICE	X				X
LAUNDRY/CLEANING PLANT, COMMERCIAL					
LAUNDRY/CLEANING PLANT, RETAIL w/PK/UP	X	X	X		X
LAUNDRY/DRY CLEANING, PICK-UP ONLY	X	X	X <sup>1</sup>		X

USE	Central	Tollway	Neighborhood North	Neighborhood South	Creek
LAWN EQUIPMENT SALES & REPAIR		X			X
LONG-TERM CARE FACILITY	X		X		X
MACHINE SHOP OR WELDING					S
MAINTENANCE & STORAGE FACILITIES	X	X	X		X
MANUFACTURING, LIGHT		S			S
MASSAGE ESTABLISHMENT	X	X	X		X
MEDICAL OR DENTAL OFFICE	X	X	X		X
MICRO BREWERY/ MICRO DISTILLERY/WINERY	X	X	S		X
MINI-WAREHOUSES	S	S	S		S
MONUMENT SALES		X			
MOTORCYCLE SALES & SERVICE					X
MUSEUM/ART GALLERY	X	X	X		X
NURSERY, RETAIL PLANT	X	X			X
OFFICE SHOWROOM/WAREHOUSE		X			X
OFFICE USE	X	X	X		X
OIL AND GAS WELLS					
OPEN STORAGE	S	S			S
OUTDOOR PRODUCE MARKET	X	X			X
PARK (PRIVATE)	X	X	X	X	X

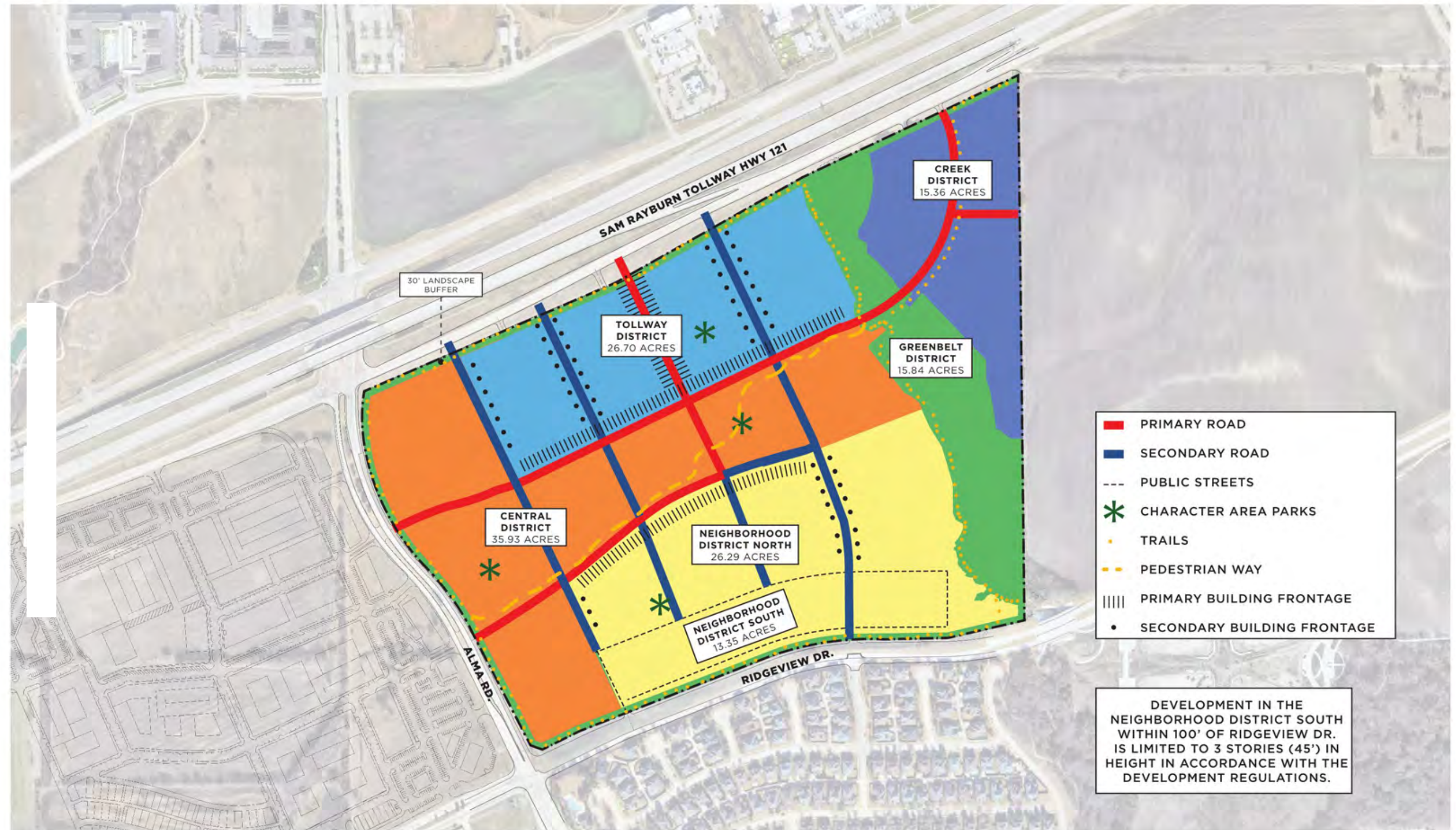
USE	Central	Tollway	Neighborhood North	Neighborhood South	Creek
PARK OR PLAYGROUND (PUBLIC)	X	X	X	X	X
PAWN SHOPS		X			X
PEST CONTROL SERVICE		X			X
PRINTING OR NEWSPAPER ESTABLISHMENT	X	X			X
PRIVATE CLUB	X	X			X
PUBLIC SERVICE FACILITY	X	X			X
RADIO OR TV BROADCAST STUDIO		X			X
REAL ESTATE SALES OFFICE (TEMP.)	T	T	T	T	T
RECREATION CENTER (PUBLIC)	X	X	X	X	X
RENTAL, AUTO, TRAILER, TRUCK	S	S	S		S
RESTAURANT (DRIVE-IN OR THROUGH)	X	X			X
RESTAURANT (NO DRIVE-IN OR THROUGH)	X	X	X		X
RESTAURANT (WITH LIVE MUSIC INDOORS) <sup>2</sup>	X	X			X
RESTAURANT (WITH LIVE MUSIC OUTDOORS) <sup>2</sup>	X	X			X
RETAIL STORE	X	X	X		X

USE	Central	Tollway	Neighborhood North	Neighborhood South	Creek
SCHOOL, PRIVATE OR PAROCHIAL	X	X			X
SCHOOL, PUBLIC	X	X			X
SEASONAL SALES	X	X			X
SENIOR INDEPENDENT LIVING	X	X	X		X
SERVICE CONTRACTOR		X			X
SPECIALTY/ HEALTH FOOD	X	X	X		X
STUDIO	X	X	X		X
SWIM OR TENNIS CLUB	X	X			X
TARGET RANGE		S			S
TATTOO STUDIO (Res. #1512-7-97(R))	X	X			X
TEMPORARY FAIRS, FESTIVALS, SPECIAL EVENTS	T	T			T
TEEN CLUB		X			X
THEATER (CINEMA)	X	X			X
THEATER (LIVE)	X	X			X
TRUCK SALES AND REPAIR - NEW					
UPHOLSTERY SHOP	X	X	X		
VETERINARY HOSPITAL, ANIMAL CLINIC OR ANIMAL BOARDING FACILITY		X			X
VIDEO REDEMPTION MACHINES (8-LINER MACHINES) - 5 or more		S			S

<sup>1</sup> Use is permitted by right in a mixed-use building if such use is less than 10,000 square feet in floor area. If greater than 10,000 square feet in area, an SUP is required.

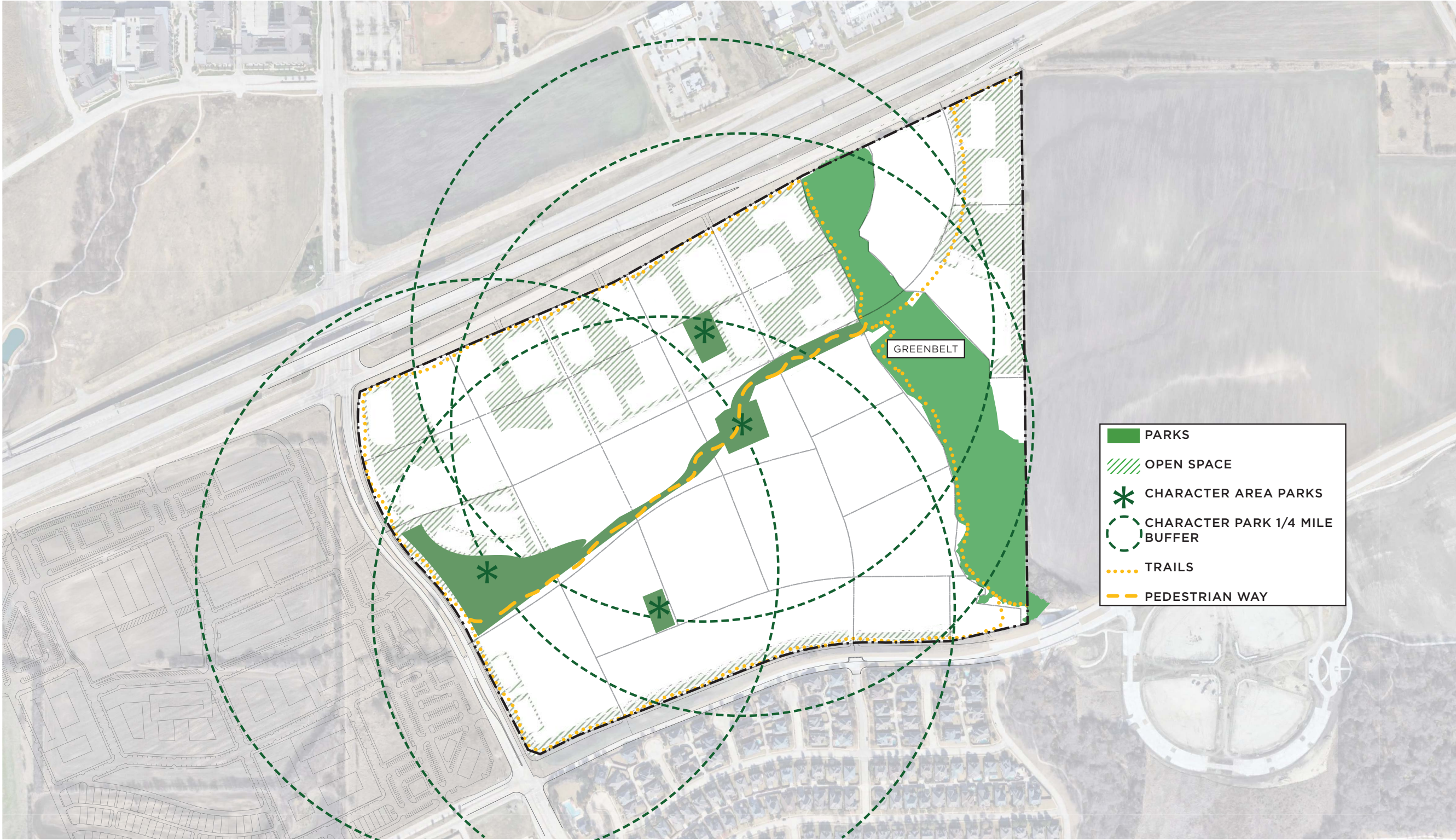
<sup>2</sup> Subject to the City's Noise Ordinance and may not be located within 300 ft of a single family residential house.

<sup>3</sup> These uses are only permitted as "Accessory Uses" on Parcels 25 and 26 as identified on the Lot Plan, Appendix I.



REGULATING PLAN

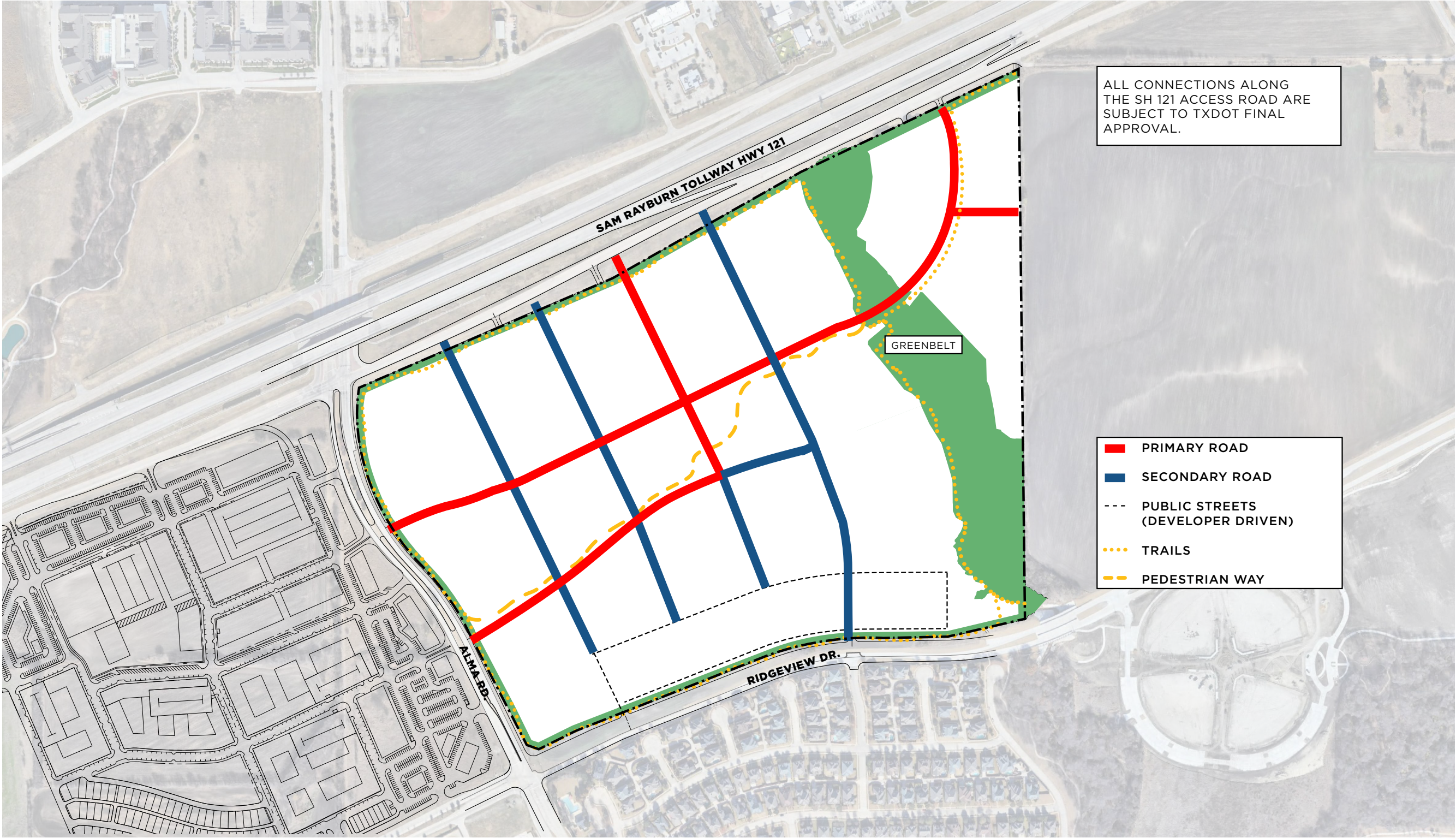




OPEN SPACE PLAN



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Scale: 1" = 400'

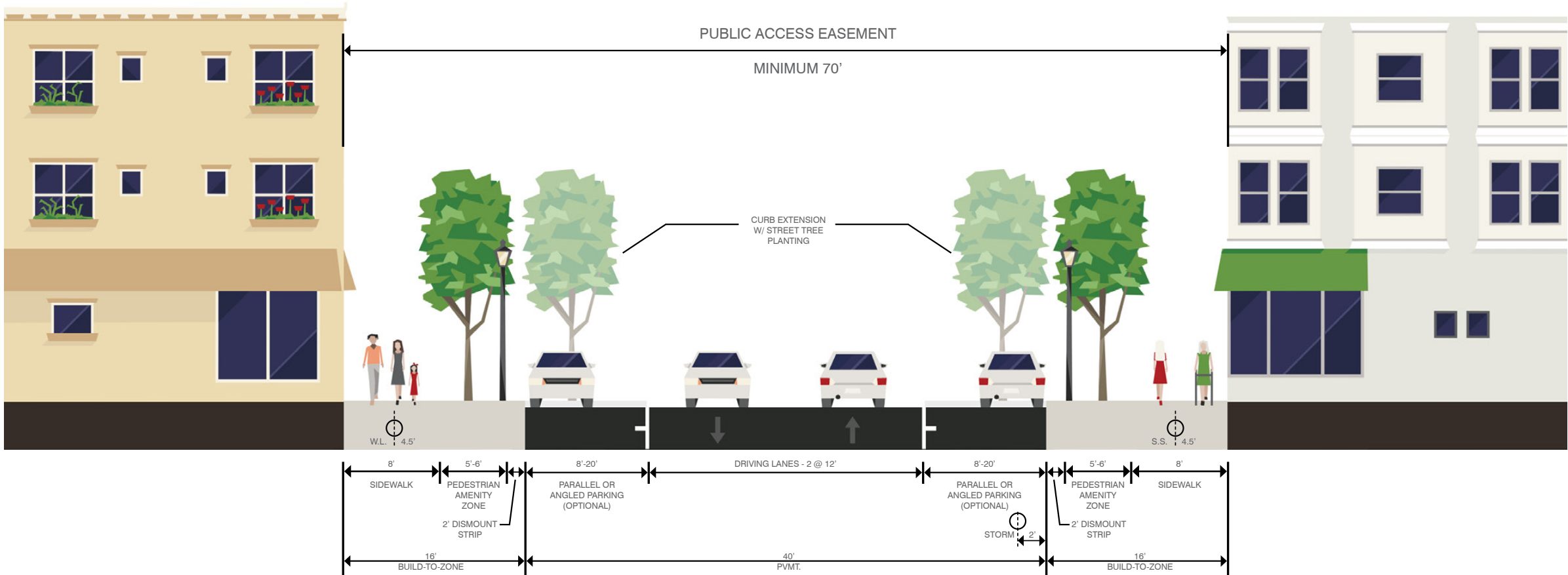


**STREET PLAN**



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Scale: 1" = 400'

PRIMARY STREETS

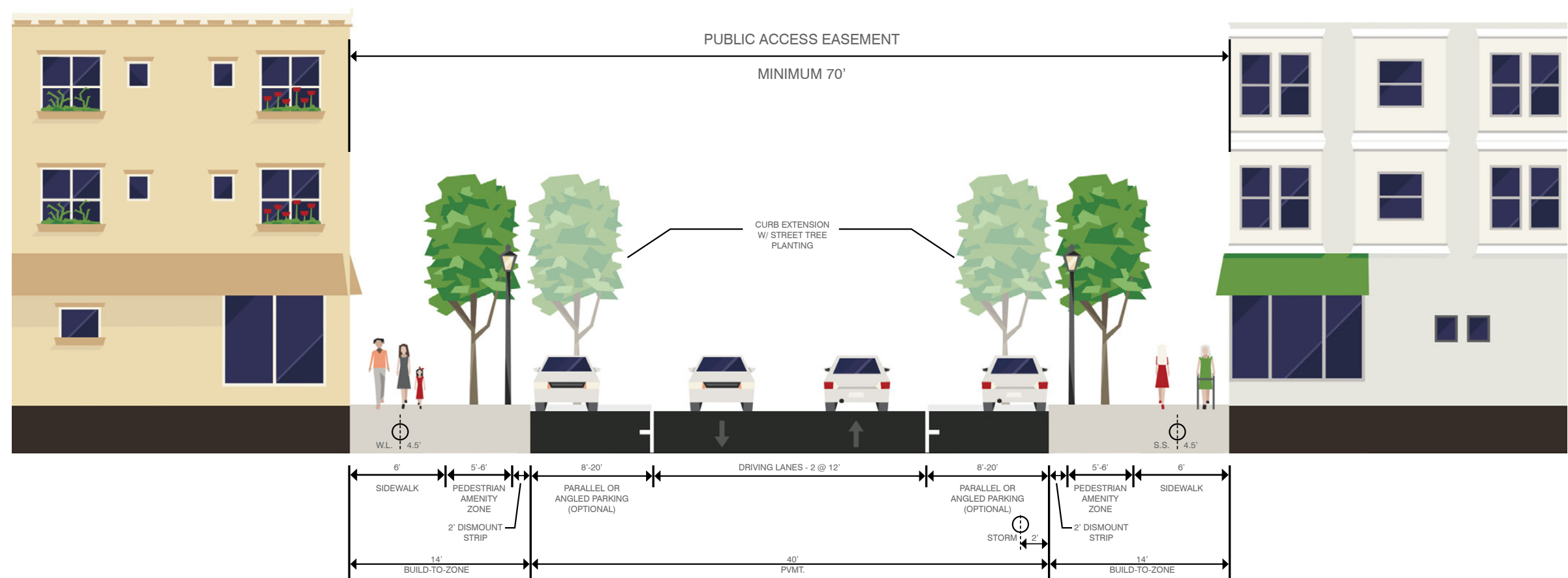


Notes:

1. Build-to-Zone adjustments illustrated are per each direction, and may only be included in one direction at the option of the developer.
2. Additional easement requirements that may impact the build-to-zone area and include additional depth sanitary sewer, franchise utility easements, transformers and switchgears, or restrictions due to site visibility triangles, etc.
3. Buildings may set back further than Build-to-zone defined if warranted by required site visibility triangles.
4. Drive Lanes shall be platted as Fire Lane, Access, and Utility Easements.
5. Areas which include public utilities or proposed franchise utilities shall be platted as Utility Easements.

STREET CROSS SECTION

SECONDARY STREETS

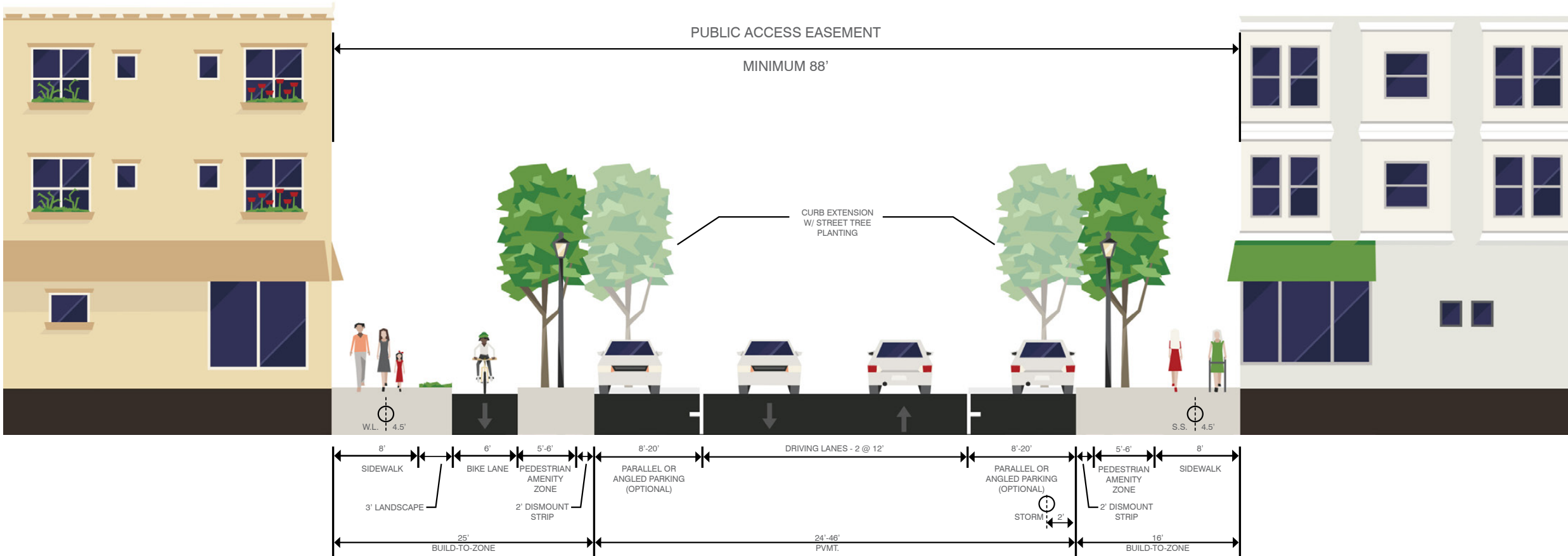


Notes:

1. Build-to-Zone adjustments illustrated are per each direction, and may only be included in one direction at the option of the developer.
2. Additional easement requirements that may impact the build-to-zone area and include additional depth sanitary sewer, franchise utility easements, transformers and switchgears, or restrictions due to site visibility triangles, etc.
3. Buildings may set back further than Build-to-zone defined if warranted by required site visibility triangles.
4. Drive Lanes shall be platted as Fire Lane, Access, and Utility Easements.
5. Areas which include public utilities or proposed franchise utilities shall be platted as Utility Easements.

STREET CROSS SECTION

SECONDARY STREETS WITH BIKE LANE



Notes:

1. Build-to-Zone adjustments illustrated are per each direction, and may only be included in one direction at the option of the developer.
2. Additional easement requirements that may impact the build-to-zone area and include additional depth sanitary sewer, franchise utility easements, transformers and switchgears, or restrictions due to site visibility triangles, etc.
3. Buildings may set back further than Build-to-zone defined if warranted by required site visibility triangles.
4. Drive Lanes shall be platted as Fire Lane, Access, and Utility Easements.
5. Areas which include public utilities or proposed franchise utilities shall be platted as Utility Easements.

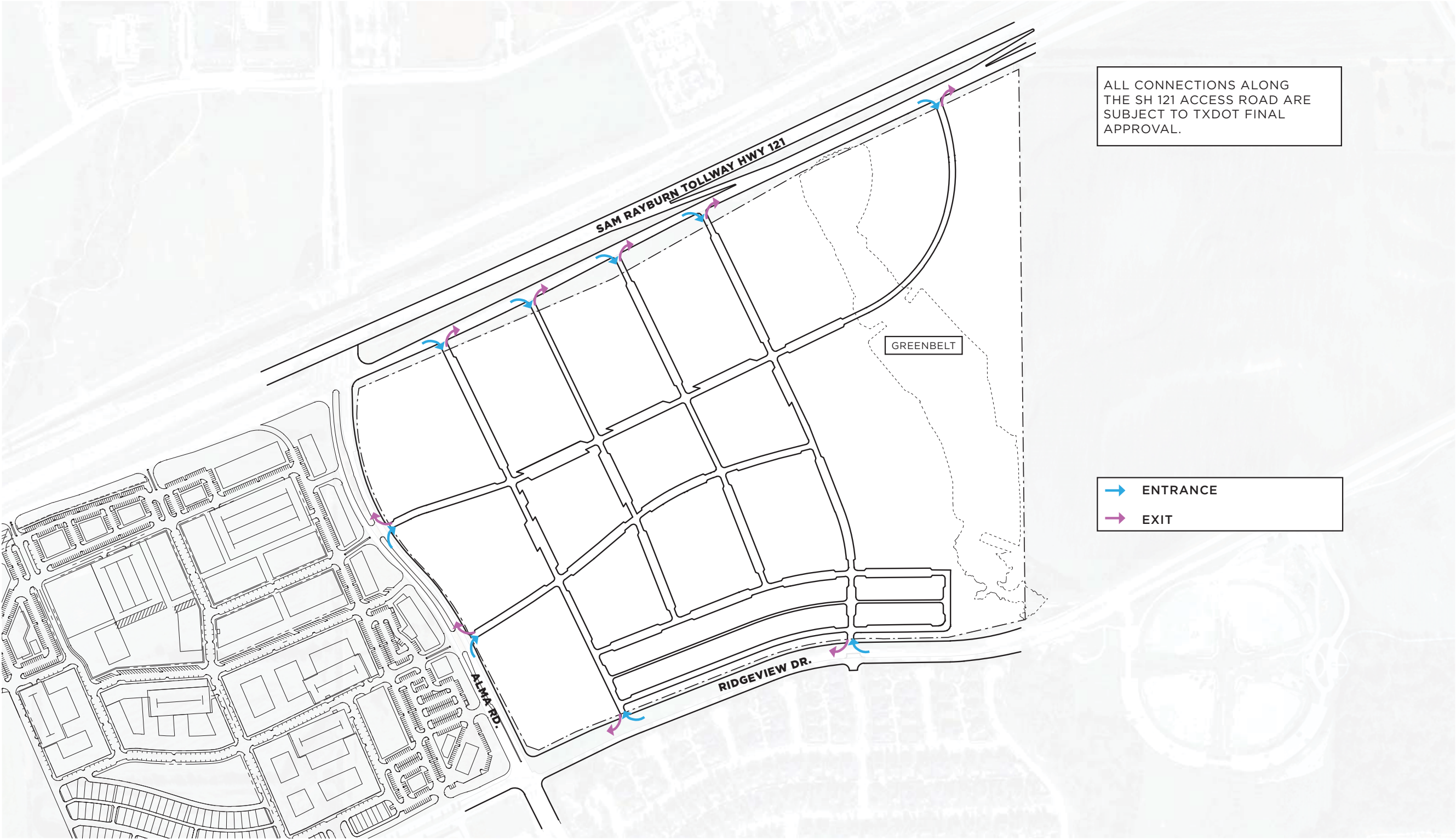
STREET CROSS SECTION

TOWNHOMES - PUBLIC STREET



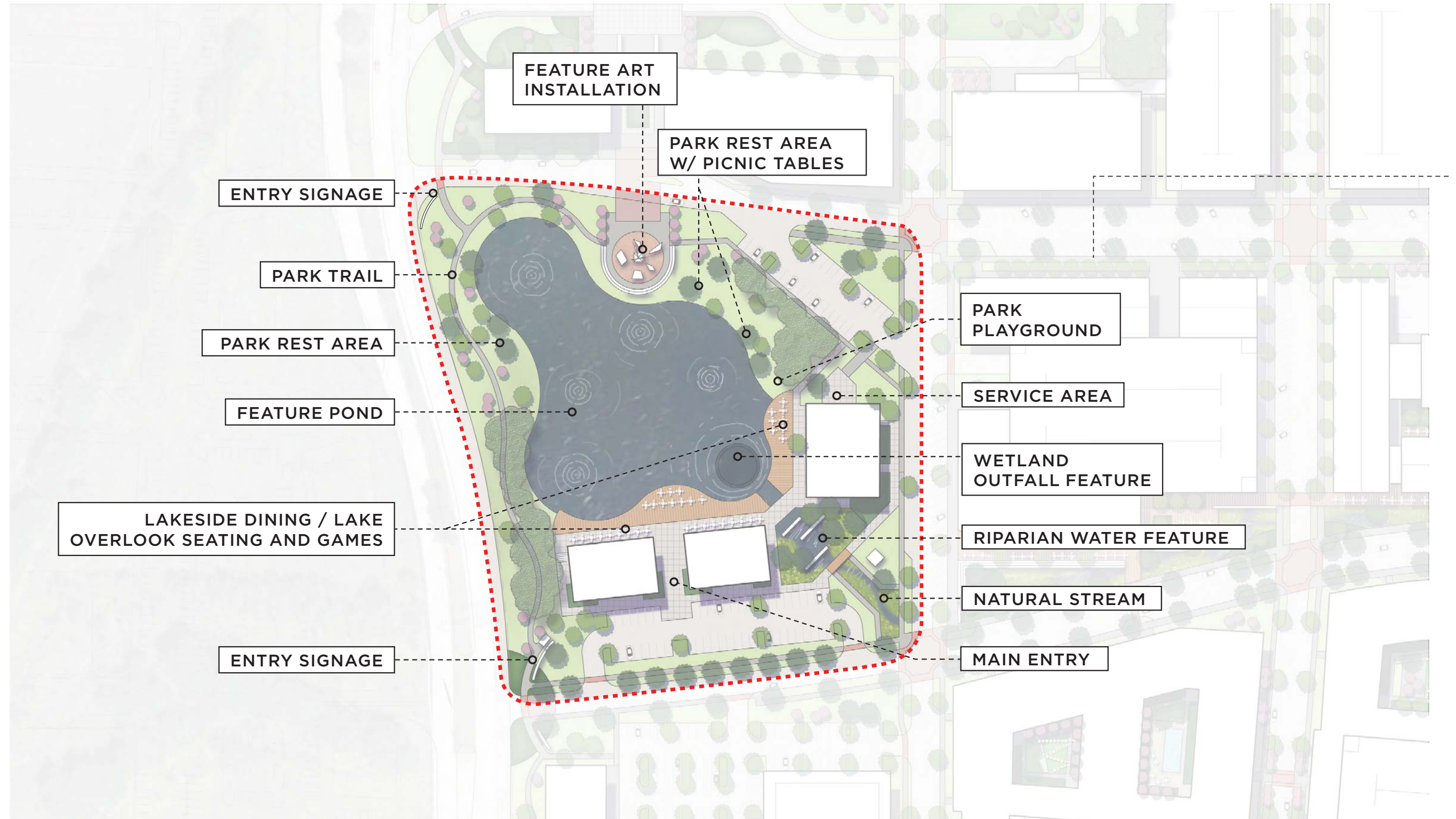
- Notes:
1. Build-to-Zone adjustments illustrated are per each direction, and may only be included in one direction at the option of the developer.
  2. Additional easement requirements that may impact the build-to-zone area and include additional depth sanitary sewer, franchise utility easements, transformers and switchgears, or restrictions due to site visibility triangles, etc.
  3. Buildings may set back further than Build-to-zone defined if warranted by required site visibility triangles.
  4. Sidewalk to be built 5' wide within the SIDEWALK/UTILITIES easement
  5. Drive Lanes shall be platted as Fire Lane, Access, and Utility Easements.
  6. Areas which include public utilities or proposed franchise utilities shall be platted as Utility Easements.

STREET CROSS SECTION  
ALMA RD / HIGHWAY 121  
ALLEN, TX



**DRIVEWAY PLAN**





**WEST LAKE PARK CONCEPTUAL PLAN**

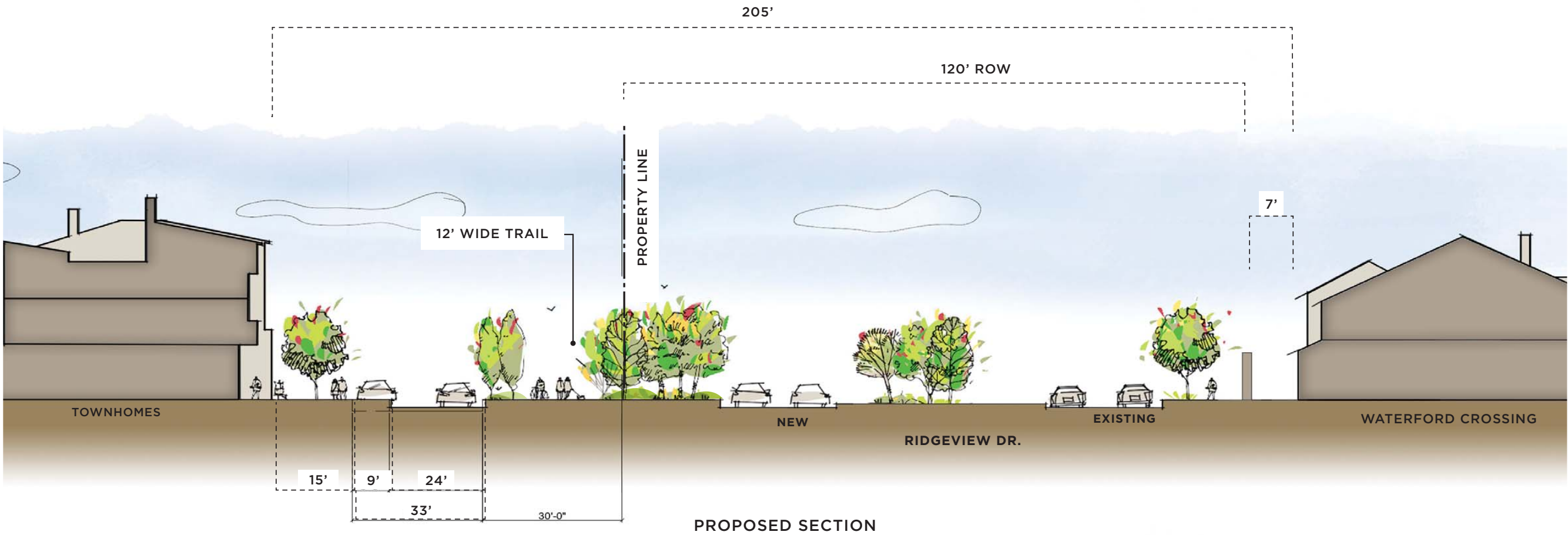


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 Scale: 1" = 100'



**LOT PLAN**

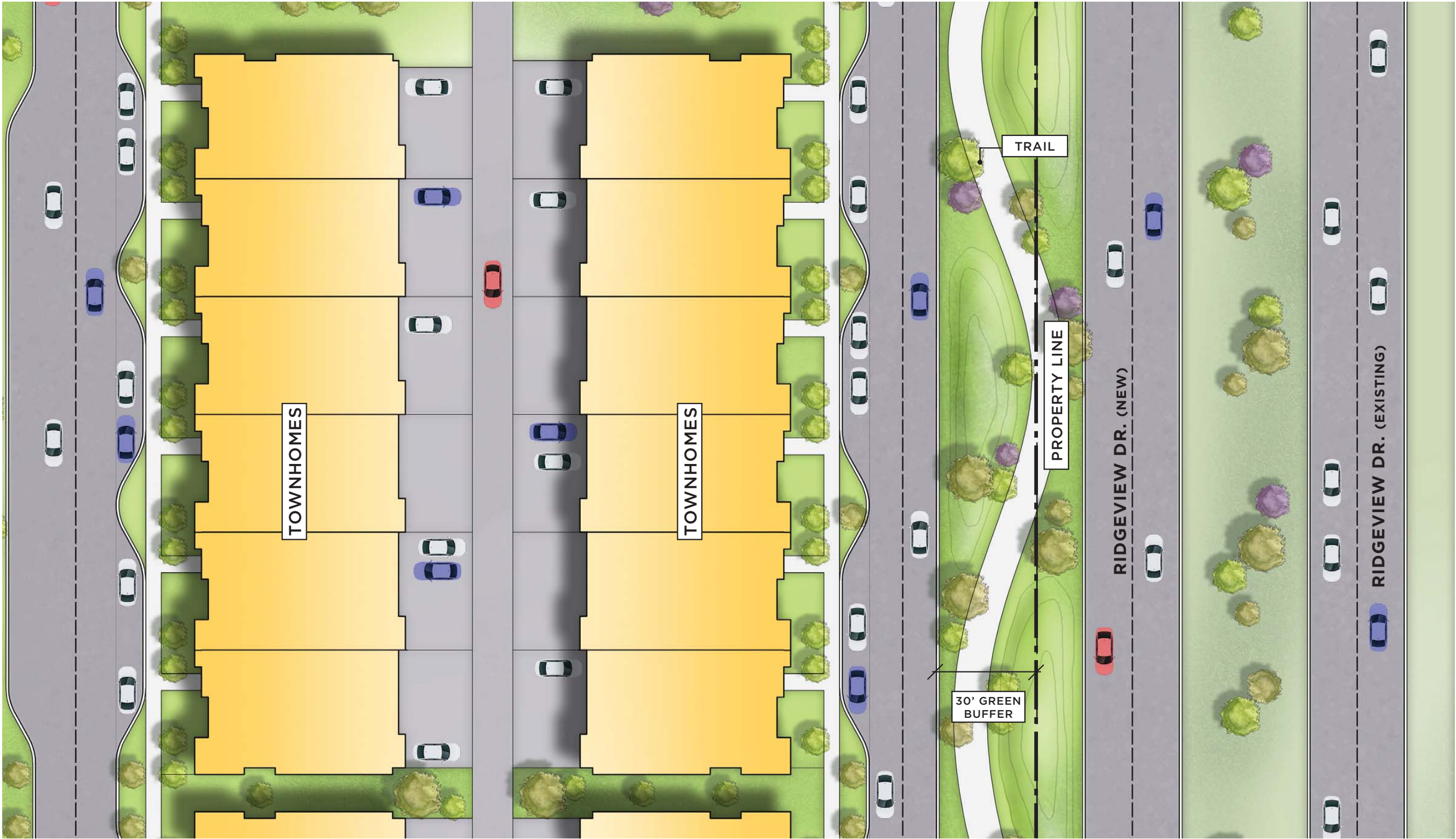




RIDGEVIEW DRIVE CROSS SECTION



Scale: 1 : 20



RIDGEVIEW DRIVE PLAN



**November 18, 2025, Planning and Zoning Commission Meeting Minutes**

Conduct a Public Hearing and consider a request to amend and restate Planned Development No.134A, regulating the development and use of 135.35± acres out of the John Phillips Survey, Abstract No. 718, J.W. Parson Survey, Abstract No. 705 and the J.W. Roberts Survey, Abstract No. 762, in the City of Allen, Collin County, Texas. [The Farm Signage]

Ms. Ahmed, Senior Planner, presented the item to the Commission and stated that staff recommends approval of the item.

Bruce Heller, applicant, 714 S. Greenville Avenue, Allen, TX spoke on the item.

Chair Metevier opened the public hearing.

Chair Metevier mentioned receipt of the following letter in support of the item:

- Jason McFarlin, 1188 Daybreak Drive, Allen, TX

The following individual registered their support and spoke on the item:

- Dinesh Rajagopal, 1259 Doris May Drive, Allen, TX

Chair Metevier closed the public hearing.

The Commission discussed the size, location, and illumination of the proposed sign.

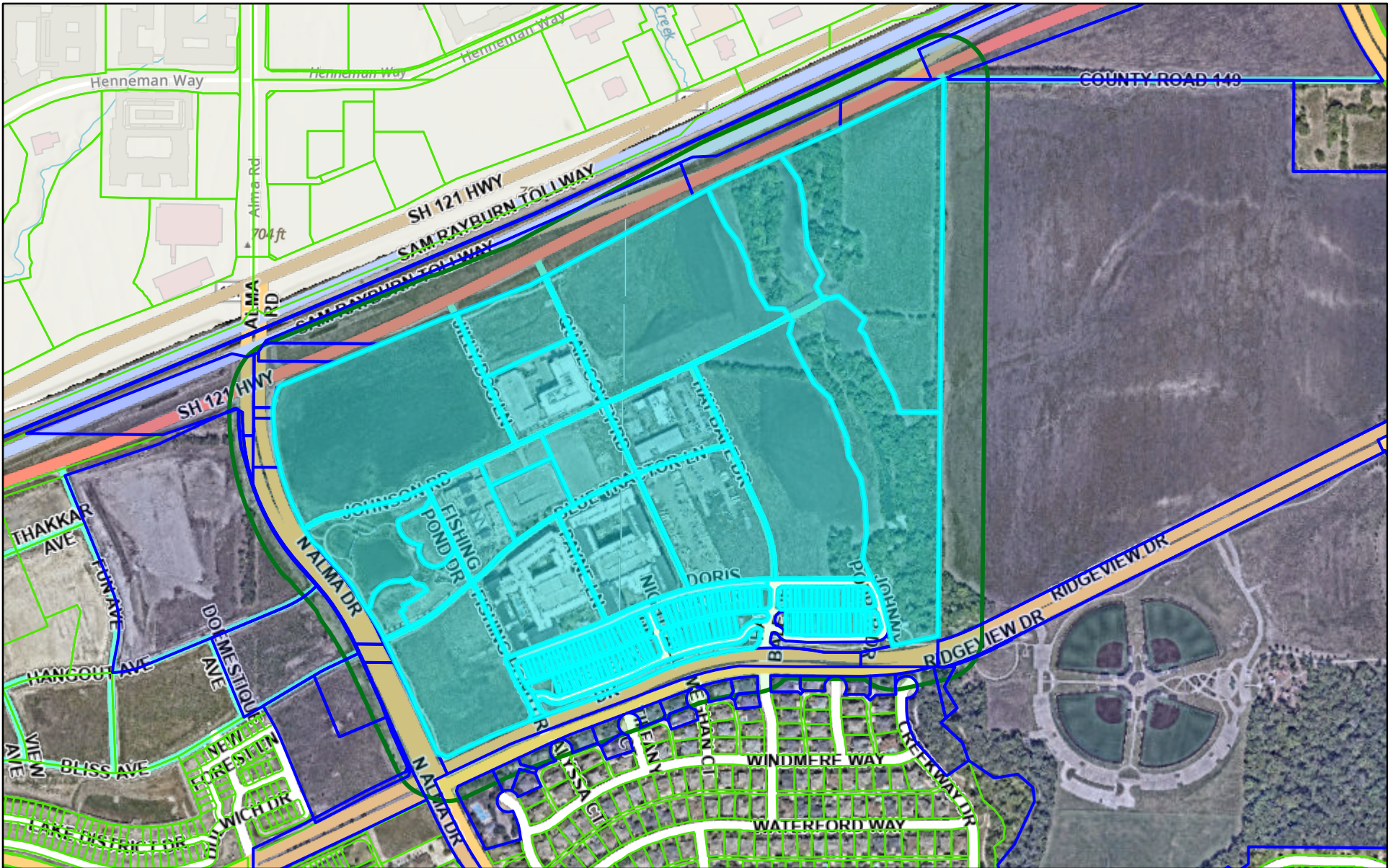
**Motion:** Upon a motion by 1<sup>st</sup> Vice-Chair Stocker and a second by Commissioner Galletti, the Commission voted 6 IN FAVOR and 0 OPPOSED to recommend approval of the request to amend and restate the development regulations of Planned Development No. 134A, as presented. The motion carried.

**ATTENDANCE:**

**Commissioners:**

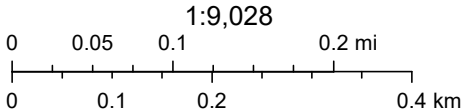
Dan Metevier, Chair  
Michael Smiddy, 1<sup>st</sup> Vice-Chair  
Gary Stocker, 2<sup>nd</sup> Vice-Chair  
Kenneth Cook  
Sandeep Kathuria  
Cynthia Walker (absent)  
Danielle Westgard

# The Farm - Public Notification Map



11/5/2025, 8:05:21 AM

- Collin County Appraisal District Parcels
- 200' Buffer
- Properties within 200'
- Subject Property



## CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

**AGENDA DATE:**

Tuesday, December 9, 2025, 7:00 PM

**AGENDA CAPTION:**

Conduct a Public Hearing and adopt an Ordinance to amend the Allen Land Development Code (ALDC), including the following: Section 4.06, "Change and amendments" by amending requirements of zoning change voting and protest procedures; amending Section 8.02.4, "Administrative approval of certain Amending Plats, Minor Plats and Replats" by retitling to "Administrative approval of plats" and amending which plats the Director of Community Development is authorized to approve; Section 8.03.1, "General plat regulations" amending the statutory compliance procedure for plat applications; Section 8.03.3, "Preliminary plat" by changing who may approve preliminary plats; Section 8.03.4, "Final plat" amending plat regulations to exempt the requirement for tax certificates and who may approve final plats; Section 8.03.9, "Conveyance plat" amending plat regulations to exempt the requirement for tax certificates and who may approve conveyance plats; Section 11.03, "Advisory committee" relating to the composition of the advisory committee; Appendix A, "Definitions" adding a definition for "Manufactured Home" and amending a definition for "Manufactured Home - HUD Code." [ALDC Amendments]

**STAFF RESOURCE:**

Nabiha Ahmed, Senior Planner

**BOARD/COMMISSION ACTION:**

On November 4, 2025, the Planning and Zoning Commission voted unanimously to recommend approval of the request.

**PREVIOUS COUNCIL ACTION:**

None.

**STRATEGIC PLANNING GOAL:**

Vibrant community with lively destinations and successful commercial centers.

**BACKGROUND:**

The Allen Land Development Code (ALDC) is periodically amended to improve the effectiveness and efficiency of the Code, as well as to address changing development trends and new technologies. The proposed amendments are related to the legislative bills that are in effect and impact the ALDC. Below is a summary of the proposed changes.

- Section 4.06, "Changes and amendments" is being amended to update the Super Majority votes procedure and add a new subsection for Simple Majority votes procedure. [HB 24]
- Section 8.02.4, "Administrative approval of certain Amending Plats, Minor Plats and Replats" is being retitled to "Administrative approval of plats" and amending the process to allow the Director of Community Development to approve or deny plats. [HB 3699]
- Section 8.03.1, "General plat regulations" is being amended in regards to the statutory compliance procedure for plat applications. [HB 3699]

- Section 8.03.3, "Preliminary plat" is being amended to change who can approve or deny preliminary plats. [HB 3699]
- Section 8.03.4, "Final plat" is being amended to delete the requirements for tax certificates and who may approve final plats. [HB 3699 and HB 2025]
- Section 8.03.9, "Conveyance plat" is being amended to delete the requirements for tax certificates and who may approve final plats. [HB 3699 and HB 2025]
- Section 11.03, "Advisory committee" is amending regulations related to the composition of the capital improvement advisory committee. [HB 1883]
- Appendix A, "Definitions" is adding a definition for "Manufactured Home" and amending the definition for "Manufactured Home - HUD Code." [SB 1351]

The proposed amendments have gone through the review process with participation from the City Attorney as well as other City staff. Additionally, the proposed amendments were presented to City Council at the Workshop meeting on October 14, 2025.

#### **LEGAL NOTICES:**

Newspaper Notice - October 17, 2025

#### **STAFF RECOMMENDATION:**

Staff recommends approval.

#### **MOTION:**

*I make a motion to adopt Ordinance No. \_\_\_\_\_ amending the Allen Land Development Code.*

#### **Attachments**

[Ordinance](#)

[Minutes of the November 4, 2025, Planning and Zoning Commission Meeting](#)

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

AN ORDINANCE OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE, AS AMENDED, BY AMENDING SECTION 4.06 “CHANGES AND AMENDMENTS” BY AMENDING THE REQUIREMENTS OF ZONING CHANGE VOTING AND PROTEST PROCEDURES; BY AMENDING SECTION 8.02.4 “ADMINISTRATIVE APPROVAL OF CERTAIN AMENDING PLATS, MINOR PLATS AND REPLATS” BY RETITLING TO “ADMINISTRATIVE APPROVAL OF PLATS” AND AMENDING WHICH PLATS THE DIRECTOR OF COMMUNITY DEVELOPMENT IS AUTHORIZED TO APPROVE; BY AMENDING SECTION 8.03.1 “GENERAL PLAT REGULATIONS” BY AMENDING THE STATUTORY COMPLIANCE PROCEDURE FOR PLAT APPLICATIONS; BY AMENDING SECTION 8.03.3 “PRELIMINARY PLAT” BY CHANGING WHO MAY APPROVE PRELIMINARY PLATS; BY AMENDING SECTION 8.03.4 “FINAL PLAT” TO DELETE TAX CERTIFICATES FROM REQUIRED INFORMATION AND RENUMBERING THEREFROM AND AMENDING WHO MAY APPROVE FINAL PLATS; BY AMENDING SECTION 8.03.9 “CONVEYANCE PLATS” TO DELETE TAX CERTIFICATES FROM REQUIRED INFORMATION AND AMENDING WHO MAY APPROVE CONVEYANCE PLATS; BY AMENDING SECTION 11.03 “ADVISORY COMMITTEE” RELATING TO THE COMPOSITION OF THE ADVISORY COMMITTEE; AND APPENDIX A “DEFINITIONS” BY AMENDING THE DEFINITION FOR “MANUFACTURED HOME” AND ADDING A DEFINITION FOR “MANUFACTURE HOME – HUD CODE”; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING FOR 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 persons interested and in the exercise of its legislative discretion, the City Council has concluded that the Allen Land Development Code Zoning Regulations of the City of Allen, Texas, as previously amended, should be further amended as follows.

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

SECTION 1. Article IV “Zoning Regulations” Section 4.06 “Changes and Amendments” of the Allen Land Development Code, is amended as follows:

“Sec. 4.06. – Changes and Amendments.

1. ...
10. *Super Majority.*

- a. A favorable vote of three-fourths of all of the members of the entire city council shall be required to approve any change in zoning when written protest are received and filed with the city secretary in accordance with V.T.C.A., Local Government Code § 211.006. The protest must be written and signed by the owners of at least 20 percent of either: (1) the area of the lots or land covered by the proposed change; or (2) except as provided by section 4.06(11), the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area; In computing the percentage of land area, the area of streets and alleys shall be included in the computation, and the land area is not calculated individually for each tract of land subject to a proposed change in a zoning regulation or district boundary but in the aggregate for all tracts of land subject to the change. All written protests must comply with the requirements of subsection 12. of this section.
  - b. A favorable vote of three-fourths of all of the members of the entire city council shall be required to approve any zoning change request which is recommended for denial by the planning and zoning commission.
11. *Simple Majority.* A majority of all of the members of the entire city council shall be required to approve any change of zoning if, at least 60 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area if the proposed change has the effect of allowing more residential development than the existing zoning regulation or district boundary and does not have the effect of allowing additional commercial or industrial uses unless the additional use is limited to the first floor of any residential development and does not exceed 35 percent of the overall development.
12. *Written protest procedures.*
- a. *Purpose.*
    - (1) State law expressly enables the governing body of a municipality to establish procedures for adopting and enforcing zoning regulations and district boundaries. Pursuant to that authority, the city council enacts this subsection governing the receipt of written protests submitted for the purpose of requiring the favorable vote of three-fourths of all members of the city council to effect a change in a zoning district classification or boundary.
    - (2) This subsection is not intended to conflict with the state law; it is being enacted at a time when the state law does not explicitly provide how, when, or where a written protest must be filed. The city council expressly recognizes that this subsection may be partially or completely preempted at any such time that the state law is amended to explicitly provide how, when, or where a written protest must be filed.
    - (3) This subsection is intended to accomplish the following listed objectives which, in the opinion of the city council, are fully in keeping with the purposes, spirit, and intent of the state law:
      - (a) To allow city staff sufficient time to accurately calculate the land area percentages that determines the voting requirement;

- (b) To protect the rights of all parties by establishing minimum criteria to assure the reliability of written protests received;
- (c) To protect the rights of those protesting by establishing procedures and deadlines which are not unduly burdensome or restrictive; and
- (d) To promote order and maintain the integrity of the zoning process.

b. *Form of protest.*

- (1) A protest must be in writing submitted on a form prepared by the city secretary and, at a minimum, contain the following information:
  - (a) A description of the zoning case at issue;
  - (b) The printed or typewritten names of all persons signing the protest of the proposed change in zoning district classification or boundary;
  - (c) A description of the area of lots or land owned by the protesting parties that is either covered by the proposed change or located within 200 feet of the area covered by the proposed change;
  - (d) The mailing addresses of all persons signing the protest;
  - (e) The date and time the protest is signed; and
  - (f) If signing the protest on behalf of the owner of property pursuant to a power of attorney, so indicate on the protest and submit a copy of the power of attorney with the protest.
- (2) The protest must bear the original signatures of all persons required to sign under paragraph c., below.
- (3) The return of the notice provided to an owner pursuant to subsection 4 of this section shall not constitute a written protest pursuant to subsection 10 of this section.

c. *Who must sign.*

- (1) A protest must be signed by the owner of the property in question, or by a person authorized by power of attorney to sign the protest on behalf of the owner. If the property is owned by two or more people, the protest must be signed by a majority of the owners, or by a person authorized by power of attorney to sign the protest on behalf of a majority of the owners, except that in the case of community property, the city shall presume the written protest of one spouse to be the protest of both.
- (2) In the case of property owned by a corporation, the protest must be signed by the president, a vice-president, or by an attorney in fact authorized to sign the protest on behalf of the corporation. In the case of property owned by a general or limited partnership, the protest must be signed by a general partner or by an attorney in fact authorized to sign the protest on behalf of the partnership.

- (3) Lots or land subject to a condominium regime are presumed to be commonly owned in undivided interests by the owners of all condominium units and under the control of the governing body of the condominium. For such lots or land to be included in calculating the lots or land area protesting a proposed rezoning, the written protest must state that the governing body of the condominium has authorized a protest in accordance with procedures required by its bylaws, and that the person signing the protest is authorized to act on behalf of the governing body of the condominium. A written protest signed by the owner of an individual condominium unit shall not be accepted unless the filing party produces legal documents governing the condominium which clearly establish the right of an individual owner to act with respect to his or her respective undivided interest in the common elements of the condominium.
- (4) For purposes of this subsection, the "owner" of the property for which a protest is being submitted shall be determined to be the owner of the property shown in the records of the Collin Central Appraisal District as of the date of delivery of the protest to the city secretary. A person with only a leasehold or easement interest in property is not an "owner" for purposes of filing a protest pursuant to this subsection.

d. *Filing deadline.*

- (1) A written protest must be filed with the city secretary before noon of the business day immediately preceding the date advertised for the city council public hearing in the statutory notice published in the official newspaper of the city. A protest sent through the mail must be received by the city secretary before the deadline.
- (2) Before the public hearing on the case, the filing deadline is automatically extended whenever the public hearing is re-advertised in the official newspaper of the city pursuant to statutory notice requirements.
- (3) After the public hearing has begun, and
  - (a) the public hearing is concluded with no action being taken on the zoning amendment at the same meeting and a subsequent public hearing and advertising that public hearing in the official newspaper of the city pursuant to statutory notice requirements; or
  - (b) the public hearing is continued to a date certain as otherwise allowed under the Texas Open Meetings Act; the filing deadline may be extended to noon of the working day immediately preceding the newly advertised public hearing date or the date to which the public hearing is continued, as the case may be.
- (4) Written protests may be filed electronically by emailing the written protest as an attachment in .pdf format to the city secretary or by sending via facsimile transmission to the published facsimile telephone number for the office of the city secretary.

- (5) For purposes of determining compliance with the filing deadline, the date and time the city secretary's office actually receives the written protest is solely determinative.
  - e. *Withdrawals of protests filed.* Withdrawals of protests filed must be in writing and filed with the city secretary before the filing deadline for protests. The provisions of this subsection governing the form and filing of protests apply equally to withdrawals.
  - f. *Presumptions of validity.*
    - (1) In all cases where a protest has been properly signed pursuant to this subsection, the city shall presume that the signatures appearing on the protest are authentic and that the persons or officers whose signatures appear on the protest are either owners of the property or authorized to sign on behalf of one or more owners as represented.
    - (2) In cases of multiple ownership, the city shall presume that a properly signed protest which on its face purports to represent a majority of the property owners does in fact represent a majority of the property owners.
    - (3) The presumptions in subparagraphs (1) and (2) above are rebuttable, and the city attorney may advise the city council that a presumption should not be followed in a specific case based on extrinsic evidence presented.
  - g. *Conflicting instruments.* In the event that multiple protests and withdrawals are filed on behalf of the same owner, the instrument with the latest date and time of execution controls.
13. The city council may from time to time on its own initiative amend or change the boundaries of the districts or amend the regulations set forth in this Code or otherwise established by city ordinance.”

**SECTION 2.** Article VIII “Subdivision Regulations” of the Allen Land Development Code, is amended as follows:

- A.** Section 8.02.4 “Administrative Approval of Certain Amending Plats, Minor Plats and Replats” is amended by amending the title to “Administrative Approval of Plats” and to read as follows:

**“Sec. 8.02.4. – Administrative Approval of Plats.**

- 1. The director of community development is authorized to approve all plats.
- 2. Any plat which the director of community development fails or refuses to approve shall be submitted to the commission for action.”

- B.** Section 8.03.1 “General Plat Regulations” subsection 4 is amended to read as follows:

**“Sec. 8.03.1. – General Plat Regulations.**

- 1. ...

4. *Statutory compliance procedure.* The director of community development shall either (i) approve or deny any plat application prior to the expiration of 30 days following the official submission date or (ii) place any plat application on a scheduled meeting of the commission prior to the expiration of 30 days following the official submission date, at which such meeting the commission shall approve, approve with conditions, or disapprove the application. If the director of community development or commission fails to approve or disapproves (disapproval to include the identification of requirements to be satisfied prior to approval) an application within 30 days of the official submission date, the application shall be deemed approved. The applicant may elect to withdraw the application at any time prior to the action of the commission and may resubmit the project with no additional fees if the project is resubmitted within 60 days. Any resubmission will be treated as an original application.

...”

- C. Section 8.03.3 “Preliminary Plat” subsection 1, 5, and 6 are amended to read as follows:

**“Sec. 8.03.3. – Preliminary Plat.**

1. *Zoning.* The subdivision shall be designed to conform to the requirements of the specific zoning district within which it is located. Any change in zoning required in relation to the preliminary plat shall have been enacted by the city council prior to consideration of an application for the preliminary plat by the director of community development or commission, as the case may be.

...

5. *Preliminary plat approval.* The director of community development or commission shall approve, approve with conditions, or disapprove the preliminary plat within 30 days after the application for preliminary plat is complete and filed. The approval with conditions of a preliminary plat by the director of community development or commission does not constitute approval until the conditions have been satisfied. Failure to comply with the conditions required by the preliminary plat shall constitute disapproval of the preliminary plat.
6. *Expiration of approval.* Approval of a preliminary plat expires one year after the date of action on the application unless a final plat is submitted and approved for the property or any phase identified in the general development plan approved for the property, within such period. If no application for final plat is filed for the property described in the preliminary plat (or a phase of said property, as applicable), the preliminary plat shall become void and a new application for preliminary plat for the same property must be submitted and approved prior to making an application for final plat for all or part of said property. The new preliminary plat shall be subject to the development regulations in existence at the time of the new submittal. The developer may request, and director of community development or commission , at its discretion, may grant an extension of time not to exceed 60 days, provided that an application for extension is filed not less than 15 days prior to the expiration of the preliminary plat.”

- D. Section 8.03.4 “Final Plat” subsection 2 “Required Information” is amended by deleting paragraph (v) and by renumbering paragraph (w) to paragraph (v), paragraph (x) to paragraph (w), and paragraph (y) to paragraph (x).

- E. Section 8.03.4 “Final Plat” subsection 4 “Final Plat Approval” and subsection 5 “Expiration of Approval” are amended to read as follows:

**“Sec. 8.03.4. – Final Plat.**

...

4. *Final plat approval.* The director of community development or commission shall approve, approve with conditions, or disapprove the final plat within 30 days of submittal of a complete application.
5. *Expiration of approval.* Not later than 90 days after the director of community development or commission approval of an application for final plat, the planning department shall record the final plat with Collin County map records. Should the developer fail to pay all applicable development and/or construction fees within said 90-day period, then the final plat shall be rendered void. The director of community development or commission may approve an extension of time, not to exceed 60 days, for the recording of a final plat, provided a request for extension of time is made not less than 15 days prior to the expiration of the final plat.”

- F. Section 8.03.9 “Conveyance Plats” subsection 6 “Required Information” is amended by deleting paragraph (r).

- G. Section 8.03.9 “Conveyance Plats” subsection 8 “Conveyance Plat Approval” is amended to read as follows:

**“Sec. 8.03.9. – Conveyance Plat.**

...

8. *Conveyance plat approval.* The director of community development or commission shall be the authority for approval of applications for conveyance plats. An application for conveyance plat shall be approved, approved with conditions, or disapproved not later than 30 days after an application for conveyance plat, including all accompanying submittals, is determined to be complete.

...”

**SECTION 3.** Article XI “Impact Fees” Section 11.03 “Advisory Committee” subsection 1 of the Allen Land Development Code, is amended as follows:

**“Sec. 11.03. - Advisory Committee.**

1. The capital improvements advisory committee (advisory committee) shall consist of not less than five (5) members appointed by the city council, of which no less than 50 percent of the members must be representatives of the real estate, development or building industry who is not an employee or official of a political subdivision or governmental entity. If any impact fee is to be applied in the extraterritorial jurisdiction of the city, a representative from the area shall be appointed by the city council.

...”

**SECTION 4.** Appendix A “Definitions” of the Allen Land Development Code is amended as follows:

**A.** The definition for the phrase “Manufactured Home” is amended to read as follows:

*Manufactured home* has a meaning assigned by 42 U.S.C. Section 5402 (6).

**B.** The definition for the phrase “Manufacture Home – HUD Code” is added to read as follows:

*Manufacture Home – HUD Code* has a meaning assigned by 42 U.S.C. Section 5402(6), which does not include a recreational vehicle as that term is defined by 24 C.F.R. § 3282.15(b).

**SECTION 5.** In the event of an irreconcilable conflict between the provisions of another previously adopted ordinance of the City of Allen and the provisions of this Ordinance, the provisions of this Ordinance shall be controlling.

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

**SECTION 7.** An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Allen Land Development Code, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

**SECTION 8.** 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 the Allen Land Development Code, as amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 9.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with its 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 9<sup>TH</sup> DAY OF DECEMBER 2025.**

**APPROVED:**

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**Baine L. Brooks, MAYOR**

**APPROVED AS TO FORM:**

**ATTEST:**

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**Peter G. Smith, CITY ATTORNEY**

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

## **November 4, 2025, Planning and Zoning Commission Meeting Minutes**

Conduct a Public Hearing and consider a request to amend the Allen Land Development Code, including the following: Section 4.06, "Change and amendments" by amending requirements of zoning change voting and protest procedures; amending Section 8.02.4, "Administrative approval of certain Amending Plats, Minor Plats and Replats" by retitling to "Administrative approval of plats" and amending which plats the Director of Community Development is authorized to approve; Section 8.03.1, "General plat regulations" amending the statutory compliance procedure for plat applications; Section 8.03.3, "Preliminary plat" by changing who may approve preliminary plats; Section 8.03.4, "Final plat" amending plat regulations to exempt the requirement for tax certificates and who may approve final plats; Section 8.03.9, "Conveyance plat" amending plat regulations to exempt the requirement for tax certificates and who may approve conveyance plats; Section 11.03, "Advisory committee" relating to the composition of the advisory committee; Appendix A, "Definitions" adding a definition for "Manufactured Home" and amending a definition for "Manufactured Home - HUD Code". [ALDC Amendments]

Ms. Ahmed, Senior Planner, presented the item to the Commission and stated that staff recommends approval of the item.

Chair Metevier opened the public hearing.

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

The Commission discussed transparency of plat approvals and staff informing the Commission of plats approved administratively.

**Motion:** Upon a motion by 2<sup>nd</sup> Vice-Chair Kathuria and a second by Commissioner Galletti, the Commission voted 7 IN FAVOR and 0 OPPOSED to recommend approval of the request to amend the Allen Land Development Code, as presented. The motion carried.

## **ATTENDANCE**

### **Commissioners Present:**

Dan Metevier, Chair  
Gary Stocker, 1<sup>st</sup> Vice-Chair  
Sandeep Kathuria, 2<sup>nd</sup> Vice-Chair  
Doug Galletti  
Tim Voss  
Cynthia Walker  
Danielle Westgard