

**AGENDA
CITY OF ALLEN
CITY COUNCIL WORKSHOP MEETING
OCTOBER 14, 2008 – 6:00 P.M.
COUNCIL CONFERENCE ROOM
ALLEN CITY HALL
305 CENTURY PARKWAY**

Call to Order and Announce a Quorum is Present.

Questions on Current Agenda.

Items of Interest.

1. Introduction of Cheryl Lawson, Chair of the Parks and Recreation Board –
Peter H. Vargas, City Manager
2. Briefing Regarding Drainage Fund Commerical Rate Adjustments –
Steve Massey, Community Services Director

Adjourn to Regular Meeting.

- open to the public -

This notice was posted at Allen City Hall, 305 Century Parkway, Allen, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Friday, October 10, 2008, at 5:00 p.m.

Shelley B. George, City Secretary

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

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE: Tuesday, October 14, 2008

SUBJECT: Drainage Fund Commercial Rate Adjustments

STAFF RESOURCE: Steve Massey, Director of Community Services
 John Baumgartner, Director of Engineering
 Kevin Hammeke, Finance Director
 Jimmy Knipp, Assistant Director of Community Services

PREVIOUS COUNCIL ACTION: Ordinance No. 1161-3-93 adopted on March 4, 1993, and Ordinance No. 121-9-93 adopted on September 16, 1993, created the Municipal Utility Drainage System and established drainage charges

BACKGROUND

City Council was briefed by Staff at the budget workshop that the City's Municipal Utility Drainage System ordinance and drainage charges have remained unchanged since the system was established in 1993.

Fund revenues reflect a decreasing balance because developer inspection fees for new construction have dropped over the last several years. The decrease in rate of new construction is not expected to reverse. Therefore, in order to maintain fund integrity and maintain a fund reserve that provides the flexibility to undertake emergency storm damage repairs, periodic drainage system projects, and fund the growing requirements of the Texas Pollution Discharge Elimination Program (TPDES), Staff proposed drainage fee increases for FY 08-09.

The following is how Staff's drainage fee increase proposal would affect the residential rate category:

- 1 Single family residential, garden home, townhome, and mobile home charges are proposed to increase the fee from \$2.75 to \$3 per month per home or unit, a 9.1 percent rate increase.

The remaining three rate categories are Multi-Family; Commercial and Industrial; and Churches and Day Cares. These categories can have their drainage fees calculated based either upon drainage "base charge" or "alternate charge." The City establishes the base charge in dollars per acre based on the total acreage of the property, regardless of percentage of impervious versus pervious surface (base charge in dollars per acre times the number of total

acres). The property owner may instead request that the property be charged using the alternate charge that bases drainage fees on only the impervious surfaces (alternate charge in dollars per acre times the number of impervious acres). The property owner is required to establish the impervious acres based on calculations made by either a professional engineer or a land surveyor. The alternate charge would then only be applied to the impervious area of the property which in some cases is considerably less area than the total acreage.

At the budget workshop, City Council requested that Staff analyze potential cost increases that lifting the \$50 drainage fee cap will cause to Commercial, Industrial, Churches, and Day Care properties for discussion with City Council at a workshop presentation. The thought was that the City may desire to gradually uncap drainage fees to spread the cost increase caused by lifting the cap across a number of years.

Staff has calculated the difference between the current drainage fees and the new base rate unconstrained by a \$50 maximum fee per month. What can be misleading about this calculation is that it essentially assumes that the property is entirely impervious. In many cases, when the property owner gets their property surveyed to establish the impervious acreage, they may only be charged the alternate charge on a small fraction of the property.

The extreme example of this situation is the Ridgeview Memorial Park where the 61.554 acre tract would be charged \$1,152.29 per month at the base rate rather than the \$50 capped fee charged today. However, since most of the area is grass, the actual acreage that is impervious may be as little as three acres. A three-acre impervious acreage would translate to a \$68.07 monthly fee compared to the \$50 monthly fee they currently pay; an increase of \$18.07 monthly rather than the \$1,102.29 increase indicated using the base rate calculation.

On the other hand, Lowe's with 16.075 acres would have a proposed uncapped base fee of \$328.25 compared to the \$50 currently paid, a \$278.41 monthly increase. Since almost the entire site is impervious, recalculation of drainage fees under the alternate method after survey will probably not decrease the monthly cost.

The challenge is to determine a fair and reasonable approach to "phasing in" the new fees that City Staff is proposing. Please review the three attached tables that reflect the estimate of Commercial, Industrial, and Church properties that would be impacted by uncapping the drainage fee. No day care centers currently have large enough tracts to be significantly impacted by the uncapping of drainage fees.

The first table shows how many accounts of the 363 total accounts that we manage, other than single family residential and multi-family, are affected by various rate increases. For example, eight accounts would see a monthly rate increase of between \$45 and \$50 if drainage fees were uncapped. Additionally, 298 of the total 363 accounts (82 percent) have a monthly cost increase of under \$50.

The second table shows the eleven accounts that would experience a rate increase of over \$200 per month if rates were uncapped. However, this rate increase is based on the base charge, not the alternate charge that is based on impervious area.

The last table on church impacts takes the measure to conceal the identity of the specific churches. The table shows the impact of uncapping the current church "cap" as well as the impact of raising the \$50 cap to \$75 and making this cap effective regardless of the number of plats a specific church site has filed.

Based on analysis of the above information, the Staff recommendation to City Council is to implement the proposed rate changes as follows:

Single Family Residential

- 1 Unchanged from budget workshop proposal- Single family residential, garden home, townhome, and mobile home charges are proposed to increase the fee from \$2.75 to \$3 per month per home or unit, a 9.1 percent rate increase. New charge recommended effective November 1, 2008.

Multi-Family

- 1 Unchanged from budget workshop proposal- Increase the base charges for multi-family from \$18.72 to \$20.42 per acre and the alternate charge from \$20.80 to \$22.69 per impervious acre. This 9.1 percent rate increase parallels the increase recommended for single family residential properties. Since multi-family is already charged for all their acreage, the rate increase to all multi-family properties will be 9.1 percent. New charge recommended effective November 1, 2008.

Commercial and Industrial

- 1 Increase the base charges for these property classes from \$18.72 to \$20.42 per acre and the alternate charge from \$20.80 to \$22.69 per impervious acre. Increase the current minimum charge of \$2.75 per property to \$3 per property. These 9.1 percent rate increases parallel the increase recommended for single family residential properties. Lift the current \$50 maximum drainage fee charged per month per property at an increasing rate of \$50 per year beginning January 1, 2009; and thereafter increasing each year on January 1. New commercial properties will be charged at the prevailing per acre rate and maximum drainage fee in effect at the time of establishment of their water utility account.

Churches and Day Cares

- 1 Increase the base charges for these property classes from \$14.56 to \$15.88 per acre and the alternate charge from \$20.80 to \$22.69 per impervious acre. Increase the current minimum charge of \$2.75 per property to \$3 per property. These 9.1 percent rate increases parallel the increase recommended for single family residential properties.
1. Churches- Lift the current \$50 maximum drainage fee charged per month per property to a maximum of \$75 per property, regardless of the number of separate plats a church establishes around the same main sanctuary location.
2. Day Care Centers- Lift the current \$50 maximum drainage fee charged per month per property at an increasing rate of \$50 per year beginning January 1, 2009; and thereafter increasing each year on January 1. New Day Care properties will be charged at the prevailing per acre rate and maximum drainage fee in effect at the time of establishment of their water utility account.

For the Purpose of Drainage Fee Calculations:

1. Fees will be assigned using the Base Zoning District of the underlying property, including the case of Planned Developments.
2. The City may consider each replat of large properties (other than church properties if a \$75 cap is approved) for development purposes as creating a separate property.
3. On large single platted properties with multiple tenants or separate building owners, the City may apportion common area space such as parking and traffic circulation between the tenants or separate building owners for the purpose of apportioning drainage fees for the area as a whole. Maximum drainage fee provisions apply to each apportioned property.
4. Assessed fees will appear on the City utility bills, whether residential, commercial domestic, or irrigation-only utility accounts.
5. Staff will provide commercial, industrial, churches, and day care customers at least 30 days notice before their initial rate increase caused by raising the maximum drainage fee. This will provide customers ample time to develop and present to the City their impermeable analysis that can be used to set the drainage fee using the “alternate” method.

ATTACHMENT

Drainage Fee Impact Tables

Drainage Fee Impact Table			
Fee Increase Range Per Month	Number of Affected Accounts	Running Total	Notes
\$0-\$1	49	49	
\$1-\$2	65	114	
\$2-\$3	27	141	
\$3-\$4	20	161	
\$4-\$5	17	178	178 = 49% < \$5 increase p/month
\$5-\$10	30	208	208 = 57% < \$10 increase p/month
\$10-\$15	14	222	222 = 61% < \$15 increase p/month
\$15-\$20	27	249	249 = 69% < \$20 increase p/month
\$20-\$25	14	263	263 = 72% < \$25 increase p month
\$25-\$30	11	274	274 = 75% < \$30 increase p/month
\$30-\$35	4	278	
\$35-\$40	7	285	
\$40-\$45	5	290	
\$45-\$50	8	298	298 = 82% < \$50 increase p/month
\$50-\$55	2	300	
\$55-\$60	10	310	
\$60-\$65	11	321	
\$65-\$70	3	324	
\$70-\$80	4	328	328 = 90% < \$80 increase p/month
\$80-\$90	5	333	
\$90-\$100	4	337	
\$100-\$150	10	347	347 = 96% < \$150 increase p/month
\$150-\$200	5	352	
\$200-\$250	3	355	
> \$250	8	363	

**Summary of Accounts with Highest Cost/Month Increases Based on “Base” Charge Analysis -
May be Lower Based on Impermeable Area Analysis**

Current	New Fee	Increase/Month	Account Holder	Total Acres
\$50	\$224.91	\$174.91	Home Depot	11.01
\$0*	\$190.98	\$190.98	Trammell Crow	9.35
\$2.75*	\$204.30	\$201.55	Photronics	10
\$50	\$253.60	\$203.60	Cinemark	12.41
\$50	\$286.86	\$236.86	AOC	14.04
\$50	\$302.94	\$252.94	Quest Medical	14.83
\$18.72*	\$278.85	\$260.13	Sanmina-SCI	13.7
\$50.00	\$328.41	\$278.41	Lowe’s	16
\$50.00	\$346.59	\$296.59	Cambridge Allen	16.96
\$18.72*	\$546.64	\$527.92	HIT Entertainment	26.76
\$50.00	\$1,257.55	\$1,207.55	Ridgeview Memorial Park	61.56

* These accounts should be presently charged \$50.00 per month drainage fee

Summary of Impact of Drainage Fees Changes on Churches

Church	Total Acres	Current Drainage Fees*	Uncapped Fee Based on Base Rate**	Estimated Impervious Acres	Uncapped Alternate Fee**	Amount the Lower Drainage Fee is Over a \$75 Fee Cap
A	46.12	\$100.00	\$732.50	13.46	\$305.40	\$230.40
D	15.72	\$78.54	\$249.63	9.65	\$218.96	\$143.96
B	20.23	\$100.00	\$321.24	8	\$181.52	\$106.52
F	6.42	\$10.00	\$101.94	5.7	\$129.34	\$26.94
C	15.80	\$30.85	\$250.90	5.5	\$124.80	\$49.80
K	12.25	\$32.03	\$194.56	3.6	\$81.68	\$6.68
G	6.13	\$14.56	\$97.39	3.37	\$76.47	\$1.47
I	5.26	\$50.00	\$83.58	2.9	\$65.80	(\$9.20)
H	5.59	\$50.00	\$88.76	2.6	\$58.99	(\$16.01)
E	6.92	\$50.00	\$109.81	2.28	\$51.73	(\$23.27)
J	1.96	\$33.08	\$31.16	1.85	\$41.98	(\$43.84)
K	3.00	\$43.67	\$47.49	1.6	\$36.30	(\$38.70)
L	4.00	\$50.00	\$63.52	1.52	\$34.49	(\$40.51)
P	2.10	\$30.85	\$33.34	1.5	\$34.04	(\$41.66)
M	5.92	\$14.56	\$93.95	1.11	\$25.19	(\$49.81)
N	9.44	\$49.99	\$149.87	0.95	\$21.56	(\$53.44)
O	3.88	\$50.00	\$61.54	0.84	\$19.06	(\$55.94)
Q	7.37	\$50.00	\$117.04	0.64	\$14.52	(\$60.48)
R	0.88	\$14.56	\$13.97	0.52	\$11.80	(\$63.20)
S	1.04	\$14.56	\$16.51	0.5	\$11.35	(\$63.65)

* May represent multiple plats or properties; here drainage fees are totalled

** The lowest drainage fee between Base Rate and Alternate Fee (Impervious) is highlighted

**AGENDA
CITY OF ALLEN
CITY COUNCIL REGULAR MEETING
OCTOBER 14, 2008 – 7:00 P.M.
COUNCIL CHAMBERS
ALLEN CITY HALL
305 CENTURY PARKWAY**

Call to Order and Announce a Quorum is Present.

Pledge of Allegiance.

Public Recognition.

1. 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.]*
2. Presentation of a Proclamation by the Office of the Mayor:
 - Presentation of a Proclamation to Representatives of the Allen Chamber of Commerce Proclaiming October 20-24, 2008, as *Allen Chamber of Commerce Week*.
3. Briefing by Members of the 'Friends of the Library' Regarding their Annual Membership Drive – *Chocolate Friendly*.
4. Present Plaques-of-Appealation to Former Members of the Various Boards and Commissions.
5. Parks and Recreation Board's Annual Report to the City Council.

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.]*

6. Approve Minutes of the September 23, 2008, Regular Meeting.
7. Adopt a Resolution Denying Oncor Electric Delivery Company's Request to Increase Electric Transmission and Distribution Rates.
8. Adopt a Resolution Requesting the Removal of Greenville Avenue (SH 5) from the Texas Department of Transportation Highway System from Exchange Parkway through the Northern City Limit Line at Stacy Road.
9. Adopt a Resolution Authorizing the City Manager to Determine the Necessity for Acquisition of Right-of-Way, Easements, and Improvements for Construction of Chaparral Bridge and Roadway Improvements from Persimmon Court to Brook Ridge Avenue, and Authorize the City Manager and City Attorney to File Proceedings in Eminent Domain to Acquire Such Property, if Necessary.
10. Adopt a Resolution Designating Investment Officers of the City of Allen.
11. Authorize the City Manager to Execute a Bank Depository Agreement Designating The American National Bank of Texas as the City Bank Depository and Adopt a Resolution Designating City Representatives to Execute All Related Bank Depository Documents.
12. Authorize the City Manager to Purchase Twenty-seven Replacement Vehicles for Various Departments through the State of Texas and the Houston-Galveston Area Council of Governments' Contractors: Philpott Motors for an Amount of \$305,890.37; Dallas Dodge for an Amount of \$206,379; Frazer (through Freeway Ford) for an Amount of \$148,975; Holiday Chevrolet for an Amount of \$81,219.03; and Pursuit Safety, Inc. for an Amount of \$12,639.50 with the Total Amount not to Exceed \$755,102.90.
13. Approve the Assignment of the Second Amended and Restated Tax Abatement Agreement by and Among the City of Allen, Collin County, Collin County College District and SCI Allen Hotel Ltd., a Texas Limited Partnership to Apple Nine SPE Allen, Inc., a Virginia Corporation and the Assignment of the Third Amended and Restated Allen Civic Center Development and Lease Agreement between the City and SCI Allen Hotel Ltd., a Texas Limited Partnership to Apple Nine SPE Allen, Inc., a Virginia Corporation and Authorize the City Manager to Execute the Assignments on Behalf of the City and Any Other Documents or Instruments Related to Any Agreements between the City and SCI Allen Hotel Ltd., a Texas Limited Partnership Necessary to Effect the Purchase of the Property by Apple Nine SPE Allen, Inc.

Other Business.

14. Items of Interest.
[Council announcements regarding local civic and charitable events, meetings, fundraisers and awards.]

15. Calendar.

- October 20 — Chocolate Friendly hosted by the Friends of the Library
- October 29-31 — Event Center Sales Expo hosted by Global Entertainment
- November 1 — Allen Recycles Day

Executive Session. (As needed)

Legal, Section 551.071; Property, Section 551.072; Personnel, Section 551.074.
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.)

16. Reconvene and Consider Action on Items Discussed during Executive Session.

Adjournment.

This notice was posted at Allen City Hall, 305 Century Parkway, Allen, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Friday, October 10, 2008, at 5:00 p.m.

Shelley B. George, City Secretary

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*Office of the Mayor
City of Allen*

Proclamation

WHEREAS, the Allen Chamber of Commerce is one of the local chambers of commerce in Texas distinguishing themselves as the voice of business in our state; and,

WHEREAS, the Allen Chamber of Commerce unceasingly promotes our community for quality growth and development; and,

WHEREAS, the business community, represented through the Allen Chamber of Commerce, has been a driving force in fostering enhanced educational opportunities, infrastructure improvements, leadership development, the creation of jobs, and a positive vision of the future; and,

WHEREAS, the Allen Chamber of Commerce has sought to achieve successful results for our City in a cooperative spirit with other organizations.

NOW, THEREFORE, I, STEPHEN TERRELL, MAYOR OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, do hereby proclaim October 20 - 24, 2008, as:

“ALLEN CHAMBER OF COMMERCE WEEK”

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

Stephen Terrell, MAYOR

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE: Tuesday, October 14, 2008

SUBJECT: Present Plaques-of-Appreciation to Former Members of Boards and Commissions

STAFF RESOURCE: Shelley B. George, City Secretary

PREVIOUS COUNCIL ACTION: The City Council made appointments to fill vacancies and expired terms at the September 9, 2008, Council Meeting

ACTION PROPOSED: Present Plaques-of-Appreciation

BACKGROUND

The Mayor will present Plaques-of-Appreciation to the following individuals for their service on various City Boards and Commissions:

- ¹ Cheryl Lawson, Parks & Recreation Board, 2003-2008
- ¹ Jo Long, Library Board, 2000-2008
- ¹ Ruth Pringle, Library Board, 2000-2008

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE: Tuesday, October 14, 2008

SUBJECT: Presentation by Cheryl Lawson, Chair of the Parks and Recreation Board

STAFF RESOURCE: Tim Dentler, Director of Parks and Recreation

PREVIOUS COUNCIL ACTION: None

ACTION PROPOSED: Annual Report/Information Item

BACKGROUND

Cheryl Lawson, Chair of the Parks and Recreation Board, will attend the Workshop Meeting. During the Regular Meeting, she will present a PowerPoint presentation to the Council reviewing the accomplishments and activities of the Board over the past year. Following the presentation, Ms. Lawson will be available to answer any questions.

MOTION

Information item

ALLEN CITY COUNCIL

REGULAR MEETING

SEPTEMBER 23, 2008

Present:

Stephen Terrell, Mayor

Councilmembers:

Debbie Stout, Mayor Pro Tem
Ross Obermeyer (absent)
Joey Herald
Robin L. Sedlacek
Gary L. Caplinger
Jeff McGregor

City Staff:

Peter H. Vargas, City Manager (absent)
Shelli Siemer, Assistant City Manager
Shelley B. George, City Secretary
Pete Smith, City Attorney (absent)
Joe Gorfida, Attorney

Workshop Session

With a quorum of the Councilmembers present, the Workshop Session of the Allen City Council was called to order by Mayor Terrell at 6:21 p.m. on Tuesday, September 23, 2008, in the Council Conference Room of the Allen City Hall, 305 Century Parkway, Allen, Texas:

- Briefing Regarding the City of Allen's Participation in a Purchased Power Agreement through the Cities Aggregation Power Project for Long-Term Base Load Electric Supply

With no further discussion, the Workshop Session of the Allen City Council was adjourned at 6:58 p.m. on Tuesday, September 23, 2008.

Call to Order and Announce a Quorum is Present

With a quorum of the Councilmembers present, the Regular Meeting of the Allen City Council was called to order by Mayor Terrell at 7:05 p.m. on Tuesday, September 23, 2008, in the Council Chambers of the Allen City Hall, 305 Century Parkway, Allen, Texas.

Pledge of Allegiance

Public Recognition

1. Citizens' Comments.

**ALLEN CITY COUNCIL
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Sonya Turner, President, Collin County Alumnae Chapter of Delta Sigma Theta Sorority, Inc. provided an overview of the services and programs her Chapter provides to the citizens of Collin County.

Consent Agenda

MOTION: Upon a motion made by Mayor Pro Tem Stout and a second by Councilmember Herald, the Council voted six (6) for and none (0) opposed to adopt the items on the Consent Agenda as follows:

- 2. Approve Minutes of the September 9, 2008, Regular Meeting.**
- 3. Set Saturday January 17, 2009, as the Date for the City Council Strategic Planning Session.**
- 4. Adopt an Ordinance Approving a Negotiated Settlement between the Atmos Cities Steering Committee and Atmos Energy Corporation Regarding the Company's Rate Review Mechanism.**

ORDINANCE NO. 2765-9-08: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ("CITY") APPROVING A NEGOTIATED RESOLUTION BETWEEN THE ATMOS CITIES STEERING COMMITTEE AND ATMOS ENERGY CORP., MID-TEX DIVISION ("ATMOS MID-TEX" OR "THE COMPANY") REGARDING THE COMPANY'S RATE REVIEW MECHANISM FILING IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; APPROVING ATMOS' PROOF OF REVENUES; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND LEGAL COUNSEL.

- 5. Adopt a Resolution Amending the Previously Adopted Police, Fire and General Pay Plan by Updating the Pay Plan; and Providing an Effective Date.**

RESOLUTION NO. 2766-9-08(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE POLICE, FIRE AND GENERAL PAY PLAN BY UPDATING THE PAY PLAN; AND PROVIDING AN EFFECTIVE DATE.

- 6. Adopt a Resolution Designating *The Allen American* as the Official Newspaper of the City of Allen.**

RESOLUTION NO. 2767-9-08(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, DESIGNATING *THE ALLEN AMERICAN* THE OFFICIAL NEWSPAPER OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, FOR FISCAL YEAR 2008-2009; AUTHORIZING THE CITY MANAGER TO CONTRACT WITH *THE ALLEN AMERICAN*; AND PROVIDING AN EFFECTIVE DATE.

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7. **Adopt a Resolution Determining the Necessity for Acquisition of a Waterline Easement Along Custer Road, and Authorize the City Manager and City Attorney to File Proceedings in Eminent Domain to Acquire Such Property, if Necessary.**

RESOLUTION NO. 2768-9-08(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, DETERMINING THE NECESSITY FOR THE ACQUISITION OF UTILITY EASEMENTS FOR A NEW 24-INCH WATERLINE BETWEEN CUSTER PUMP STATION AND RIDGEVIEW DRIVE AS DESCRIBED IN THE EXHIBITS ATTACHED HERETO, WITHIN THE CITY OF ALLEN, COLLIN COUNTY, TEXAS; AUTHORIZING THE CITY ATTORNEY TO FILE PROCEEDINGS IN EMINENT DOMAIN TO ACQUIRE THE EASEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

8. **Adopt a Resolution Accepting the Three-Year Selective Traffic Enforcement Program Grant, for a Total Award Amount of \$259,873.70 with a Matching Amount of \$78,595.70, from the State of Texas, Department of Transportation.**

RESOLUTION NO. 2769-9-08(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AUTHORIZING AN AGREEMENT WITH THE STATE OF TEXAS, TO ACCEPT THE TEXAS DEPARTMENT OF TRANSPORTATION SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT; AND PROVIDING AN EFFECTIVE DATE.

9. **Adopt a Resolution and Authorize the City Manager to Execute an Interlocal Agreement with the East Texas Medical Center and Provide an Effective Date with Regards to the 800 MHz Trunked Radio System Owned by the Cities of Allen, Plano and Frisco.**

RESOLUTION NO. 2770-9-08(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE ATTACHED INTERLOCAL COOPERATION AGREEMENTS BY AND AMONG THE CITIES OF ALLEN, FRISCO, AND PLANO, WITH THE EAST TEXAS MEDICAL CENTER FOR THE USE OF THE TRUNKED RADIO SYSTEM OWNED BY THE CITIES OF ALLEN, FRISCO, AND PLANO; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENTS BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

10. **Adopt a Resolution and Authorize the City Manager to Execute an Interlocal Agreement with the Town of Prosper and Provide an Effective Date with Regards to the 800 MHz Trunked Radio System Owned by the Cities of Allen, Plano and Frisco.**

RESOLUTION NO. 2771-9-08(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE ATTACHED INTERLOCAL COOPERATION AGREEMENTS BY AND AMONG THE CITIES OF ALLEN, FRISCO, AND PLANO, WITH THE CITY OF PROSPER FOR THE USE OF THE TRUNKED RADIO SYSTEM OWNED BY THE CITIES OF ALLEN, FRISCO, AND PLANO; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENTS BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

11. **Adopt a Resolution and Authorize the City Manager to Execute an Interlocal Agreement with the Plano Independent School District and Provide an Effective Date with Regards to the 800 MHz Trunked Radio System Owned by the Cities of Allen, Plano and Frisco.**

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RESOLUTION NO. 2772-9-08(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE ATTACHED INTERLOCAL COOPERATION AGREEMENTS BY AND AMONG THE CITIES OF ALLEN, FRISCO, AND PLANO, WITH THE PLANO INDEPENDENT SCHOOL DISTRICT FOR THE USE OF THE TRUNKED RADIO SYSTEM OWNED BY THE CITIES OF ALLEN, FRISCO, AND PLANO; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENTS BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

- 12. Adopt a Resolution and Authorize the City Manager to Execute an Interlocal Agreement with the City of Murphy and Provide an Effective Date with Regards to the 800 MHz Trunked Radio System Owned by the Cities of Allen, Plano and Frisco.**

RESOLUTION NO. 2773-9-08(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE ATTACHED INTERLOCAL COOPERATION AGREEMENTS BY AND AMONG THE CITIES OF ALLEN, FRISCO, AND PLANO, WITH THE CITY OF MURPHY FOR THE USE OF THE TRUNKED RADIO SYSTEM OWNED BY THE CITIES OF ALLEN, FRISCO, AND PLANO; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENTS BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

- 13. Adopt a Resolution Authorizing the City Manager to Execute an Interlocal Cooperation Agreement with Collin County to Permit the Use of Certain Space within the Allen Municipal Court/Parks & Recreation Building for Justice of the Peace Precinct 3 Proceedings Conducted by the Justice of the Peace and Other Collin County Elected Officials.**

RESOLUTION NO. 2774-9-08(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF ALLEN, TEXAS AND COLLIN COUNTY REGARDING THE USE OF CERTAIN SPACE WITHIN THE ALLEN MUNICIPAL COURT FACILITIES; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

- 14. Adopt a Resolution Authorizing the City Manager to Execute an Interlocal Cooperative Agreement by and between Purchasing Solutions Alliance and the City of Allen for City of Allen's Use of Purchasing Solutions Alliance Supplier Contracts.**

RESOLUTION NO. 2775-9-08(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF ALLEN, TEXAS, AND PURCHASING SOLUTIONS ALLIANCE, A BRAZOS VALLEY COUNCIL OF GOVERNMENT'S COOPERATIVE PURCHASING NETWORK, PROVIDING FOR A COOPERATIVE PURCHASING PROGRAM FOR GOODS AND SERVICES; DESIGNATING THE CITY MANAGER, OR DESIGNEE, AS OFFICIAL REPRESENTATIVE OF THE CITY IN MATTERS RELATING TO THE PROGRAM; AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE; AND PROVIDING AN EFFECTIVE DATE.

- 15. Adopt a Resolution Authorizing the City Manager to Execute an Interlocal Agreement with NTTA Regarding the Intersection of State Highway 121 and Exchange Parkway.**

**ALLEN CITY COUNCIL
REGULAR MEETING
SEPTEMBER 23, 2008**

PAGE 5

RESOLUTION NO. 2776-9-08(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF INTERLOCAL AGREEMENTS BY AND BETWEEN THE CITY OF ALLEN, TEXAS, AND THE NORTH TEXAS TOLLWAY AUTHORITY AUTHORIZING PARTICIPATION IN THE DESIGN AND CONSTRUCTION OF THE EXCHANGE PARKWAY AND SH-121 INTERSECTION, AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR DESIGNEE, AND PROVIDING AN EFFECTIVE DATE.

16. **Authorize the City Manager to Execute a Professional Services Agreement with Dan B. Chern as the City's Alternate Municipal Court Judge, for a Period of Two Years, Beginning on October 1, 2008.**
17. **Authorize the City Manager to Execute a Five-Year License Purchase Agreement with Ion Wave Technologies, Inc. for Electronic Purchasing Software through an Interlocal Cooperative Agreement with Purchasing Solutions Alliance for an Amount Not Exceed \$67,000.**
18. **Authorize the City Manager to Execute a Contract with Mister Sweeper, L.P., for Street Sweeping Services for an Estimated Annual Expenditure of \$92,000 with Three One-Year Renewal Options Under the Same Terms and Conditions.**

Council authorized the City Manager to approve an expenditure of funds for street sweeping services with Mister Sweeper, L.P., in the estimated annual expenditure of \$92,000 with three one-year renewal options under the same terms and conditions.

19. **Declare a Vacancy in Place No. 5 on the Allen Parks and Recreation Board.**
20. **Receive the Summary of Property Tax Collections as of August 2008.**
21. **Receive the Capital Improvement Program Status Report.**

The motion carried.

Regular Agenda

22. **Consider Making an Appointment to Fill a Vacancy in Place No. 5 on the Parks and Recreation Board.**

Councilmember Sedlacek nominated Jo Long.

MOTION: Upon a motion made by Councilmember Caplinger and a second by Mayor Pro Tem Stout, the Council voted six (6) for and none (0) opposed that nominations cease and that Jo Long be appointed by acclamation to Place No. 5 on the Parks and Recreation Board. The motion carried.

Other Business

23. **Items of Interest.**
24. **Calendar.**
 - **September 25 — City of Allen and Keep Allen Beautiful Educator Expo**

**ALLEN CITY COUNCIL
REGULAR MEETING
SEPTEMBER 23, 2008**

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- **October 3 — Chamber of Commerce Golf Classic**

Executive Session

The Executive Session was not held.

14. Reconvene and Consider Action on Items Discussed during Executive Session.

Adjourn

MOTION: Upon a motion made by Mayor Pro Tem Stout and a second by Councilmember Sedlacek, the Council voted six (6) for and none (0) opposed to adjourn the Regular Meeting of the Allen City Council at 7:17 p.m. on Tuesday, September 23, 2008. The motion carried.

These minutes approved on the 14th day of October, 2008.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: Tuesday, October 14, 2008

SUBJECT: Adopt a Resolution to Deny Oncor Electric Delivery Company's Request to Increase Electric Transmission and Distribution Rates

STAFF RESOURCE: Shelli Siemer, Assistant City Manager

PREVIOUS COUNCIL ACTION: On July 22, 2008, the City Council Adopted Resolution No. 2753-07-08(R) to Suspend Oncor Electric Delivery Company's Request to Increase Electric Transmission and Distribution Rates for 90 Days to Evaluate the Filing

ACTION PROPOSED: Adopt a Resolution to Deny Oncor Electric Delivery Company's Request to Increase Electric Transmission and Distribution Rates

BACKGROUND

On June 27, 2008, Oncor Electric Delivery Company (formerly TXU Electric Delivery) filed an application to increase system-wide transmission and distribution rates by \$275 million. This translates into a 17.6% increase in residential rates, 9.1% increase in commercial rates, and 5.8% increase in street lighting rates. According to Oncor, annual rates would increase by approximately \$60 for an average residential customer.

The resolution denies Oncor's requested rate increase and requires that the Company's current rates be maintained for all customers within the City.

The City, based from the Public Utility Regulatory Act, has exclusive original jurisdiction over the electric rates charged by the Company. In accordance with that authority, the City lawfully suspended the August 8th effective date for 90 days to review the Company's requested rate increase.

The City of Allen is a member of a 145-city coalition known as the Steering Committee of Cities Served by Oncor. The Steering Committee has been in existence since the late 1980's, and is empowered by city resolutions and funded by per capita assessments. The Steering Committee has been the primary public interest advocate before the Public Utility Commission,

the Courts, and the Legislature on electric utility regulation matters for the last 20 years.

To conduct the review, the Executive Committee of the Steering Committee retained lawyers and consultants with expertise in regulatory rate making issues. Legal efforts are being directed by Geoffrey Gay, Kristen Doyle and Thomas Brocato with the law firm of Lloyd Gosselink Rochelle & Townsend. All reasonable consulting and legal fees incurred by the Steering Committee are reimbursable by the Company.

Based upon the analysis of the Company's filing and review of discovery responses, the Steering Committee's consultants have determined that the Company's increase cannot be substantiated. In particular, our consultants have identified problems with the evidence offered by the Company supporting its requested rate of return, cash working capital, depreciation expense, consolidated taxes, federal income taxes, storm damage reserve and pension and post retirement benefits. The preliminary analysis indicates that Cities will likely be proposing cumulative reductions to the Company's requested rate increase in excess of \$200 million. In addition, Cities' experts will file testimony regarding the rate design and cost allocation proposals made by Oncor.

Although the Cities have worked with Oncor to settle the case, the two parties were not able to reach an agreement. In an effort to avoid litigation if at all possible, meetings have already been scheduled with the Company to continue to investigate the possibility of settlement.

The action taken by the City to deny Oncor's rate increase will be appealed by the Company to the Public Utility Commission ("PUC") of Texas. The appeals of all individual city actions will be consolidated into the current proceeding at the PUC, Docket No. 35717. The Steering Committee is already actively involved in Docket No. 35717 and will file testimony challenging the Company's support for the rate increase. The hearing regarding Oncor's requested rate increase will begin January 13, 2009, and is expected to last three weeks.

STAFF RECOMMENDATION

Adopt a Resolution to deny Oncor Electric Delivery Company's request to increase electric transmission and distribution rates.

BUDGETARY IMPACT

All reasonable consulting and legal fees incurred by the Steering Committee are reimbursable by the Company.

MOTION

I make a motion to adopt Resolution No. _____ denying Oncor Electric Delivery Company's Request to Increase Electric Transmission and Distribution Rates.

ATTACHMENT

List of Oncor Steering Committee Cities
Resolution

Oncor Cities Steering Committee

Addison	Flower Mound	Odessa
Allen	Forest Hill	Ovilla
Alvarado	Fort Worth	Palestine
Andrews	Frisco	Pantego
Anna	Frost	Paris
Archer City	Gainesville	Plano
Argyle	Garland	Prosper
Arlington	Glenn Heights	Pottsboro
Bedford	Grand Prairie	Ranger
Bellmead	Granger	Rhome
Belton	Grapevine	Richardson
Benbrook	Gunter	Richland Hills
Big Spring	Haltom City	River Oaks
Beverly Hills	Harker Heights	Roanoke
Breckenridge	Heath	Robinson
Bridgeport	Henrietta	Rockwall
Brownwood	Hewitt	Rosser
Buffalo	Highland Park	Rowlett
Burkburnett	Honey Grove	Sachse
Burleson	Howe	Saginaw
Caddo Mills	Hurst	Seagoville
Cameron	Hutto	Sherman
Canton	Iowa Park	Snyder
Carrollton	Irving	Southlake
Cedar Hill	Jolly	Springtown
Celina	Josephine	Stephenville
Centerville	Justin	Sulphur Springs
Cleburne	Kaufman	Sunnyvale
Colleyville	Keller	Sweetwater
Collinsville	Kerens	Temple
Coahoma	Lake Worth	Terrell
Comanche	Lakeside	The Colony
Commerce	Lamesa	Tyler
Coppell	Lewisville	University Park
Copperas Cove	Lindale	Venus
Corinth	Little Elm	Waco
Crowley	Little River Academy	Watauga
Dallas	Malakoff	Waxahachie
Dalworthington Gardens	Mansfield	White Settlement
De Soto	McKinney	Wichita Falls
DeLeon	Mesquite	Willow Park
Denison	Midland	Woodway
Duncanville	Midlothian	Wylie
Early	Murchison	
Eastland	Murphy	
Edgecliff Village	Nacogdoches	
Eules	New Chapel Hill	
Everman	North Richland Hills	
Fairview	O'Donnell	
Farmers Branch	Oak Leaf	
Fate	Oak Point	

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, FINDING THAT ONCOR ELECTRIC COMPANY'S REQUESTED INCREASES TO ITS ELECTRIC TRANSMISSION AND DISTRIBUTION RATES AND CHARGES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, pursuant to § 33.001 of the Public Utility Regulatory Act ("PURA"), the City has exclusive original jurisdiction over the electric rates, operations, and services provided within city limits; and,

WHEREAS, on or about June 27, 2008, Oncor Electric Delivery Company ("Oncor" or "Company"), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Allen ("City") a Statement of Intent to increase electric transmission and delivery rates by \$275 million on a system-wide basis within its service area effective August 8, 2008; and,

WHEREAS, pursuant to PURA § 36.108, the City lawfully suspended the August 8, 2008, effective date by resolution to provide time to study the reasonableness of the Company's application to increase rates; and,

WHEREAS, the City is a member of the Oncor Cities Steering Committee (Steering Committee) and has cooperated with 145 similarly situated city members to conduct a review of the Company's application, to hire and direct legal counsel and consultants, to prepare a common response to the filing, to negotiate with the Company and to direct any necessary litigation appealing final city action; and,

WHEREAS, the City, in a reasonably noticed meeting that was open to the public, considered the Company's application; and,

WHEREAS, the consultants who were retained by the Steering Committee to evaluate the merits of the Company's application have determined that the Company's requested \$275 million increase in revenues for its transmission and distribution system is not supported by evidence; and,

WHEREAS, PURA § 33.023 provides that reasonable costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility.

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

SECTION 1. The rates proposed by Oncor Electric Delivery Company, to be recovered through its electric transmission and distribution rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

SECTION 2. The Company shall continue to charge its existing rates for transmission and distribution services to customers within the City.

SECTION 3. The City's reasonable rate case expenses shall be reimbursed by Oncor.

SECTION 4. It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5. A copy of this Resolution shall be sent to Oncor, care of Debra Anderson, Oncor Electric Delivery Company, 1601 Bryan St., Suite 23-055C, Dallas, Texas 75201 and to Geoffrey Gay, General Counsel to the Oncor Cities Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 14TH DAY OF OCTOBER, 2008.

APPROVED:

Stephen Terrell, Mayor

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, City Attorney

Shelley George, City Secretary

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: Tuesday, October 14, 2008

SUBJECT: Greenville Avenue (SH 5) Removal from the Texas Department of Transportation Highway System

STAFF RESOURCE: John Baumgartner, Director of Engineering

PREVIOUS COUNCIL ACTION: None

ACTION PROPOSED: Adopt resolution

BACKGROUND

One of the City of Allen's long-term goals is to obtain control over the local roadways, including Greenville Avenue, in order to provide a coordinated traffic signal system, street lighting, and streetscape. Staff has been working with TxDOT to implement this goal on the improved portions of Greenville Avenue (SH 5). TxDOT has verbally agreed to take Greenville Avenue from Exchange Parkway through the northern City limit line at Stacy Road off the State Highway System upon completion of the current reconstruction project. With the Council's support of the attached resolution, this transfer of responsibility will occur in 2009.

STAFF RECOMMENDATION

Staff recommends the City Council adopt the attached resolution requesting the removal of Greenville Avenue from Exchange Parkway through the northern City limit line at Stacy Road from the State Highway System.

BUDGETARY IMPACT

Upon removal of Greenville Avenue from the State Highway System, the City of Allen will be responsible for all roadway maintenance. In particular, the City will be responsible for the traffic signals at Stacy Road. We have anticipated this change and budgeted funds appropriately for maintenance in the FY 09 budget.

MOTION

I make a motion to adopt Resolution No. _____(R) requesting the removal of Greenville Avenue (SH 5) from the Texas Department of Transportation Highway System from Exchange Parkway through the northern City limit line at Stacy Road.

ATTACHMENT

Location Map
Johnston Ltr Removal of SH 5_State Hwy System
Resolution

STACY ROAD (F.M. 2786)



October 10, 2008

Ronald L. Johnston, Area Engineer
Texas Department of Transportation
P.O. Box 90
McKinney, Texas 75069

Re: Transfer responsibility for SH5 from Exchange Parkway to the northern City Limit Line for the City of Allen

Dear Mr. Johnston:

The purpose of this letter is to request the transfer of SH5 (Greenville Avenue) from Exchange Parkway to the northern City Limit line from the State Highway System. City of Allen staff understands this would include the transfer of maintenance, operation, and ownership responsibilities from TxDOT to the City of Allen.

SH5 between Exchange Parkway and Stacy Road (the City's northern boundary) was selected for funding by TEA21 STP-MM program. As you are aware, this section of SH5 is currently being improved into a six-lane divided roadway. Therefore, as previously discussed, the City is requesting the transfer of responsibility at this time.

We believe that as Allen increases in urbanization that the roadway system should be locally controlled and managed. The City of Allen respectfully requests that SH5 between Exchange Parkway and the northern City limit line be taken off the State System as soon as practical.

TEA21 CMAQ Program funded a project of Advance Traffic Management System by replacing existing equipment and installing communications among all traffic signals (both the City's signals and the State's signals) inside the City's limits. TxDOT will still commit its twenty percent (20%) obligation, as specified in the original TEA21 Program, for this project.

We very much appreciate the continued support and assistance from your office on transportation related issues throughout our region. Please contact me at (214) 509-4577 or David Whitehead,

Ronald L. Johnston, Area Engineer
Texas Department of Transportation
October 10, 2008

our Transportation Manager, at (214) 509-4580 if you need any additional information regarding this request.

Sincerely,

John Baumgartner, P.E.
Director of Engineering

Cc. Peter H. Vargas, City Manager
Bill Hale, P.E., District Engineer
Kelly Selman, P.E., Director of Transportation Operations

Attachment: Existing and proposed layout of State Highways inside the City Limit

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, REQUESTING THE REMOVAL OF GREENVILLE AVENUE (SH 5) FROM THE TEXAS HIGHWAY SYSTEM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Allen is increasing in population and urbanization; and,

WHEREAS, the City of Allen desires to have local control for the operation and maintenance of Greenville Avenue (State Highway 5) from Exchange Parkway to the northern City Limit line at Stacy Road.

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

SECTION 1. The City Council respectfully requests that the Texas Department of Transportation remove from the State Highway System that portion of Greenville Avenue (State Highway 5) from Exchange Parkway to the northern City Limit line at Stacy Road including the transfer of the right-of-way to the City of Allen as soon as feasible upon completion of the current reconstruction project.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 14TH DAY OF OCTOBER, 2008.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: Tuesday, October 14, 2008

SUBJECT: Land Acquisition for Chaparral Bridge
(CIP# ST9904)

STAFF RESOURCE: John Baumgartner, Director of Engineering

PREVIOUS COUNCIL ACTION: On January 22, 2008, City Council authorized the City Manager to execute a contract with Carter & Burgess, Inc. for the design of Chaparral Bridge.

On April 4, 2008, City Council adopted Resolution No. 2725-4-08 (R) authorizing the City Manager to execute an Interlocal Agreement with Collin County regarding funds for the design and construction of Chaparral Bridge, from Persimmon Court to Brook Ridge Avenue, and amend the project budget.

BOARD/COMMISSION ACTION:

ACTION PROPOSED: Adopt a Resolution determining the public necessity for acquisition of right-of-way, easements, and attached improvements for the construction of Chaparral Bridge, from Persimmon Court to Brook Ridge Avenue and authorize the City Manager and City Attorney to file proceedings in eminent domain to acquire such property, if necessary.

BACKGROUND

The Chaparral Bridge project consists of the design and construction of two lanes of the missing 4-lane divided 1400 foot gap between Persimmon Court and Brook Ridge Drive; and includes two lanes of the 4-lane Cottonwood Creek Bridge. In 1998 Carter & Burgess, Inc. was charged with the design of improvements to Chaparral Road. This design was completed in 2000. The Chaparral Road project was partially funded as a result of the 1999 bond election. However, due to lack of construction funding the project was put on hold. The 2007 City of Allen and 2008 Collin County bond elections included funding for Chaparral Road.

With the project fully funded, staff re-activated the project.

Based off our engineer's latest estimate, the anticipated construction cost for Chaparral Bridge is \$2.4 million. With the passing of the bond program, the City is eligible to receive 50% of the required project funding from Collin County.

STAFF RECOMMENDATION

Adopt a Resolution determining the public necessity of right-of-way, easement, and attached improvements for construction of Chaparral Bridge, from Persimmon Court to Brook Ridge Avenue, and authorize the City Manager and City Attorney to file proceedings in eminent domain to acquire such property, if necessary.

BUDGETARY IMPACT

This item does not have an immediate budgetary impact. There are sufficient funds in the project to acquire the easements. Real estate sales contracts will be brought before Council at a later date.

MOTION

I make a motion to adopt Resolution No. _____ (R) determining the public necessity for acquisition of right-of-way, easements, and attached improvements for construction of Chaparral Bridge and roadway improvements, from Persimmon Court to Brook Ridge Avenue, and authorize the City Manager and City Attorney to file proceedings in eminent domain to acquire such property, if necessary.

ATTACHMENT

Location Map
Legal Description/Arnold Tract
Legal Description/City of Plano
Legal Description/Lot 10
Legal Description/Lot 11
Resolution

LOCATION MAP

Chaparral Bridge (Persimmon Court to Brook Ridge Avenue)



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, DETERMINING THE PUBLIC NECESSITY FOR THE ACQUISITION OF RIGHT-OF-WAY, SLOPE EASEMENTS, DRAINAGE EASEMENTS, AND ALL ATTACHED IMPROVEMENTS FOR THE EXTENSION OF CHAPARRAL ROAD AS DESCRIBED IN THE EXHIBITS ATTACHED HERETO, WITHIN THE CITIES OF ALLEN, PARKER, AND PLANO, COLLIN COUNTY, TEXAS; AUTHORIZING THE CITY ATTORNEY TO FILE PROCEEDINGS IN EMINENT DOMAIN TO ACQUIRE THE EASEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City Council of the City of Allen, Texas, hereby finds and determines that a public necessity exists for the welfare of the City and its citizens and it is in the public interest to acquire right-of-way, slope easements, drainage easements, and all attached improvements for the extension of Chaparral Road as described in the exhibits attached hereto, and being made a part hereof for all purposes.

SECTION 2. The City Manager or designee is hereby authorized on behalf of the City to acquire the necessary right-of-way, slope easements, drainage easements, and all attached improvements, and if necessary to attempt to agree on damages and compensation to be paid to the owners of the property. If the City Manager or designee is unable to acquire the necessary right-of-way, easements, and attached improvements, or determines that an agreement as to damages and compensation cannot be reached then the City Attorney or designee is hereby authorized to file or cause to be filed against the owners and interested parties of the property, proceedings in eminent domain to acquire such easements.

SECTION 3. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the City Attorney or designee is authorized to have such errors corrected or revisions made without the necessity of obtaining City Council approval authorizing the condemnation of the corrected or revised property.

SECTION 4. This resolution shall become effective immediately from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 14TH DAY OF OCTOBER, 2008.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

EXHIBIT "A"
TRACT 1 - 0.530 ACRE
RIGHT-OF-WAY DEDICATION

BEING A 0.530 ACRE TRACT OF LAND SITUATED IN THE R.C. WISENANT SURVEY, ABSTRACT NO. 1012, CITY OF PLANO, COLLIN COUNTY, TEXAS AND BEING A PORTION OF A CALLED 6.535 ACRE TRACT OF LAND DESCRIBED IN DEED TO F. LILES ARNOLD, ET UX (HEREIN AFTER REFERRED TO AS THE ARNOLD TRACT) RECORDED IN COUNTY CLERK'S FILE NO. (CC#) 94-0050644 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS (D.R.C.C.T.). BASIS OF BEARINGS FOR THIS SURVEY IS GEODETIC NORTH (TRUE NORTH) AS DETERMINED BY G.P.S. (GLOBAL POSITIONING SYSTEM) OBSERVATIONS. SAID 0.530 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID ARNOLD TRACT AND THE COMMON NORTHEAST CORNER OF A CALLED 119.454 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF PLANO RECORDED IN VOLUME 1938, PAGE 929 D.R.C.C.T, SAID POINT BEING IN COTTONWOOD CREEK;

THENCE S 89°35'34" W, ALONG THE SOUTH LINE OF SAID ARNOLD TRACT AND THE COMMON NORTH LINE OF SAID CITY OF PLANO TRACT, A DISTANCE OF 409.30 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET;

THENCE N 69°45'24" E, LEAVING SAID COMMON LINE OVER AND ACROSS SAID ARNOLD TRACT A DISTANCE OF 337.54 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET IN THE EAST LINE OF SAID ARNOLD TRACT COMMON WITH THE WEST LINE OF LOT 11 OF THE FINAL PLAT OF THE KNOLLS OF SPRING HILL, RECORDED IN VOLUME 4379, PAGE 1912 D.R.C.C.T. SAID POINT BEING IN COTTONWOOD CREEK;

THENCE WITH SAID COMMON LINE AND ALONG COTTONWOOD CREEK THE FOLLOWING COURSES AND DISTANCES;

S 32°45'06" E, A DISTANCE OF 47.97 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET;

S 43°23'16" E, A DISTANCE OF 55.21 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET;

S 40°40'34" E, A DISTANCE OF 44.06 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.530 ACRES OF LAND MORE OR LESS.

EXHIBIT "A"
TRACT 2 - 0.198 ACRE
SLOPE & DRAINAGE EASEMENT

BEING A 0.198 ACRE TRACT OF LAND SITUATED IN THE R.C. WISENANT SURVEY, ABSTRACT NO. 1012, CITY OF PLANO, COLLIN COUNTY, TEXAS AND BEING A PORTION OF A CALLED 6.535 ACRE TRACT OF LAND DESCRIBED IN DEED TO F. LILES ARNOLD, ET UX (HEREIN AFTER REFERRED TO AS THE ARNOLD TRACT) RECORDED IN COUNTY CLERK'S FILE NO. (CC#) 94-0050644 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS (D.R.C.C.T.). BASIS OF BEARINGS FOR THIS SURVEY IS GEODETIC NORTH (TRUE NORTH) AS DETERMINED BY G.P.S. (GLOBAL POSITIONING SYSTEM) OBSERVATIONS. SAID 0.198 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID ARNOLD TRACT AND THE COMMON NORTHEAST CORNER OF A CALLED 119.454 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF PLANO RECORDED IN VOLUME 1938, PAGE 929 D.R.C.C.T., SAID POINT BEING IN COTTONWOOD CREEK;

THENCE ALONG THE SOUTH LINE OF SAID ARNOLD TRACT AND THE COMMON NORTH LINE OF SAID CITY OF PLANO TRACT, THE FOLLOWING COURSES AND DISTANCES:

S 89°35'34" W, A DISTANCE OF 409.30 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR THE **POINT OF BEGINNING**;

S 89°35'34" W, A DISTANCE OF 109.17 FEET TO A POINT FOR CORNER;

THENCE OVER AND ACROSS SAID ARNOLD TRACT, THE FOLLOWING COURSES AND DISTANCES:

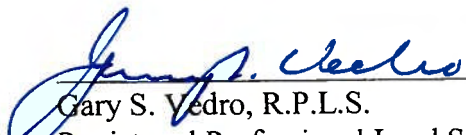
N 00°00'00" E, A DISTANCE OF 9.00 FEET TO A POINT FOR CORNER;

N 89°35'34" E, A DISTANCE OF 30.91 FEET TO A POINT FOR CORNER;

N 69°45'24" E, A DISTANCE OF 263.68 FEET TO A POINT FOR CORNER;

S 20°14'36" E, A DISTANCE OF 35.00 FEET TO A POINT FOR CORNER;

S 69°45'24" W, A DISTANCE OF 193.18 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.198 ACRES OF LAND MORE OR LESS.



Gary S. Vedro, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 4934

SEPTEMBER 22, 2008



LINE	BEARING	DISTANCE
L1	S 32°45'06" E	47.97'
L2	S 43°23'16" E	55.21'
L3	S 40°40'34" E	44.06'
L4	S 89°35'34" W	109.17'
L5	N 69°45'24" E	263.68'
L6	S 20°14'36" E	35.00'
L7	S 69°45'24" W	193.18'
L8	N 00°00'00" E	9.00'
L9	N 89°35'34" E	30.91'

SCALE: 1" = 100'

CALLED 6.535 ACRES
F. LILES ARNOLD, ET UX
CC # 94-0050644
D.R.C.C.T.

R.C. WISENANT SURVEY
ABSTRACT NO. 1012

TRACT 1
0.530 ACRES

TRACT 2
0.198 ACRES

HERITAGE PARK
GREENBELT/FLOODPLAIN
VOL. G, PG. 354
P.R.C.C.T.
32.5739 ACRES

APPROXIMATE
CENTERLINE COTTONWOOD
CREEK

20' R.O.W. &
TRAILS DEDICATION
THE KNOLLS
OF SPRING HILL
VOL. 4379 PG. 1912
D.R.C.C.T.

FINAL PLAT
THE KNOLLS
OF SPRING HILL
VOL. 4379
PG. 1912
D.R.C.C.T.

P.O.B.
TRACT 1

P.O.C.
TRACT 2

P.O.B.
TRACT 2

APPROXIMATE
CENTERLINE
COTTONWOOD
CREEK

ESM'T TRACT No. SEVEN
N.T.M.W.D.
VOL. 2456, PG. 315
D.R.C.C.T.
0.523 Ac.

ESM'T TRACT No. FIVE
N.T.M.W.D.
VOL. 2456, PG. 315
D.R.C.C.T.

ESM'T TRACT No. SIX
N.T.M.W.D.
VOL. 2456, PG. 315
D.R.C.C.T.

CALLED 119.454 ACRES
CITY OF PLANO
VOL. 1938, PG. 929
D.R.C.C.T.

ESM'T TRACT No. FOUR
PART ONE
N.T.M.W.D.
VOL. 2456, PG. 315
D.R.C.C.T.

ESM'T TRACT No. FOUR
PART TWO
N.T.M.W.D.
VOL. 2456, PG. 315
D.R.C.C.T.

LEGEND

- △ 1/4" IRON ROD FOUND
- 1/2" IRON ROD FOUND
- 3/8" IRON ROD FOUND
- ⊗ 5/8" IRON ROD FOUND
- 5/8" IRON ROD SET CAPPED
"CARTER AND BURGESS"
- × "X" CUT IN CONCRETE SET

THE BEARING BASE IS GEODETIC NORTH(TRUE NORTH) AS DETERMINED BY G.P.S.(GLOBAL POSITIONING SYSTEM)

SHEET 3 OF 3	DATE: 07/18/08
	SCALE: 1" = 100'
	DRAWN BY: RC
	CHECKED BY: GARY S. VEDRO

EXHIBIT A
0.530 ACRE R.O.W. DEDICATION
AND
0.198 ACRE SLOPE & DRAINAGE EASEMENT
OUT OF THE
R.C. WISENANT SURVEY ABSTRACT NO. 1012
IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS

JE JACOBS
Carter Burgess

CARTER BURGESS, INC.
7950 ELMBROOK DRIVE, SUITE 250
DALLAS, TX 75247-4961
(214) 638-0145

EXHIBIT "A"
TRACT 1 - 3.575 ACRES
RIGHT-OF-WAY DEDICATION

BEING A 3.575 ACRE TRACT OF LAND SITUATED IN THE R.C. WISENANT SURVEY, ABSTRACT NO.1012, IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS AND BEING A PART OF A 119.454 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF PLANO RECORDED IN VOLUME 1938, PAGE 929, OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS (D.R.C.C.T.). BEARING BASIS IS GEODETIC NORTH (TRUE NORTH) DERIVED FROM GPS OBSERVATIONS. SAID 3.575 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID CITY OF PLANO TRACT AND THE COMMON SOUTHEAST CORNER OF A 6.535 ACRE TRACT OF LAND CONVEYED TO F. LILES ARNOLD, ET UX BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 94-0050644, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE S 89°35'34" W, ALONG THE NORTH LINE OF SAID CITY OF PLANO TRACT AND THE COMMON SOUTH LINE OF SAID ARNOLD TRACT, A DISTANCE OF 173.55 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR THE **POINT OF BEGINNING**;

THENCE OVER AND ACROSS SAID CITY OF PLANO TRACT, THE FOLLOWING COURSES AND DISTANCES:

S 69°45'24" W, A DISTANCE OF 268.54 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 890.00 FEET, A DELTA ANGLE OF 20°29'28", A LONG CHORD THAT BEARS S 80°00'09" W A DISTANCE OF 316.60 FEET, AN ARC DISTANCE OF 318.30 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

N 89°45'07" W, A DISTANCE OF 377.31 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 890.00 FEET, A DELTA ANGLE OF 15°20'22", A LONG CHORD THAT BEARS N 82°04'56" W A DISTANCE OF 237.56 FEET, AN ARC DISTANCE OF 238.27 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

N 74°24'45" W, A DISTANCE OF 121.82 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 770.00 FEET, A DELTA ANGLE OF $15^{\circ}33'07''$, A LONG CHORD THAT BEARS $N 82^{\circ}11'19'' W$ A DISTANCE OF 208.36 FEET, AN ARC DISTANCE OF 209.00 FEET TO A $5/8''$ IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

$N 00^{\circ}02'08'' E$, A DISTANCE OF 41.81 FEET TO A $5/8''$ IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

THENCE $N 89^{\circ}35'34'' E$, A DISTANCE OF 1500.14 FEET THE POINT OF BEGINNING, AND CONTAINING 3.575 ACRES OF LAND, MORE OR LESS.

EXHIBIT "A"
TRACT 2 – 0.417 ACRES
SLOPE EASEMENT

BEING A 0.417 ACRE TRACT OF LAND SITUATED IN THE R.C. WISENANT SURVEY, ABSTRACT NO.1012, IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS AND BEING A PART OF A 119.454 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF PLANO RECORDED IN VOLUME 1938, PAGE 929, OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS(D.R.C.C.T.). BEARING BASIS IS GEODETIC NORTH (TRUE NORTH) DERIVED FROM GPS OBSERVATIONS. SAID 0.417 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID CITY OF PLANO TRACT AND THE COMMON SOUTHEAST CORNER OF A 6.535 ACRE TRACT OF LAND CONVEYED TO F. LILES ARNOLD, ET UX BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 94-0050644, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE S 71°38'37" W, OVER AND ACROSS SAID CITY OF PLANO TRACT, A DISTANCE OF 191.94 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING OVER AND ACROSS SAID CITY OF PLANO TRACT, THE FOLLOWING COURSES AND DISTANCES:

S 77°47'31" W, A DISTANCE OF 349.07 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 900.00 FEET, A DELTA ANGLE OF 13°44'49", A LONG CHORD THAT BEARS S 83°22'28" W A DISTANCE OF 215.42 FEET, AN ARC DISTANCE OF 215.94 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

N 89°45'07" W, A DISTANCE OF 377.31 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 900.00 FEET, A DELTA ANGLE OF 08°00'15", A LONG CHORD THAT BEARS N 85°45'00" W A DISTANCE OF 125.63 FEET, AN ARC DISTANCE OF 125.73 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

N 08°15'08" E, A DISTANCE OF 5.00 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 895.00 FEET, A DELTA ANGLE OF 07°20'07", A LONG CHORD THAT BEARS N 78°04'49" W A DISTANCE OF 114.50 FEET, AN ARC DISTANCE OF 114.58 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

N 74°24'45" W, A DISTANCE OF 91.18 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

N 15°35'15" E, A DISTANCE OF 5.00 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

S 74°24'45" E, A DISTANCE OF 91.18 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

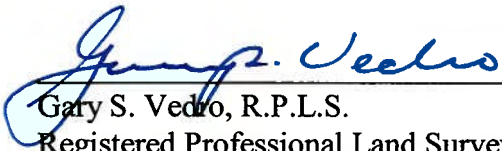
ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 890.00 FEET, A DELTA ANGLE OF 15°20'22", A LONG CHORD THAT BEARS S 82°04'56" E A DISTANCE OF 237.56 FEET, AN ARC DISTANCE OF 238.27 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

S 89°45'07" E, A DISTANCE OF 377.31 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 890.00 FEET, A DELTA ANGLE OF 20°29'28", A LONG CHORD THAT BEARS N 80°00'09" E A DISTANCE OF 316.60 FEET, AN ARC DISTANCE OF 318.30 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

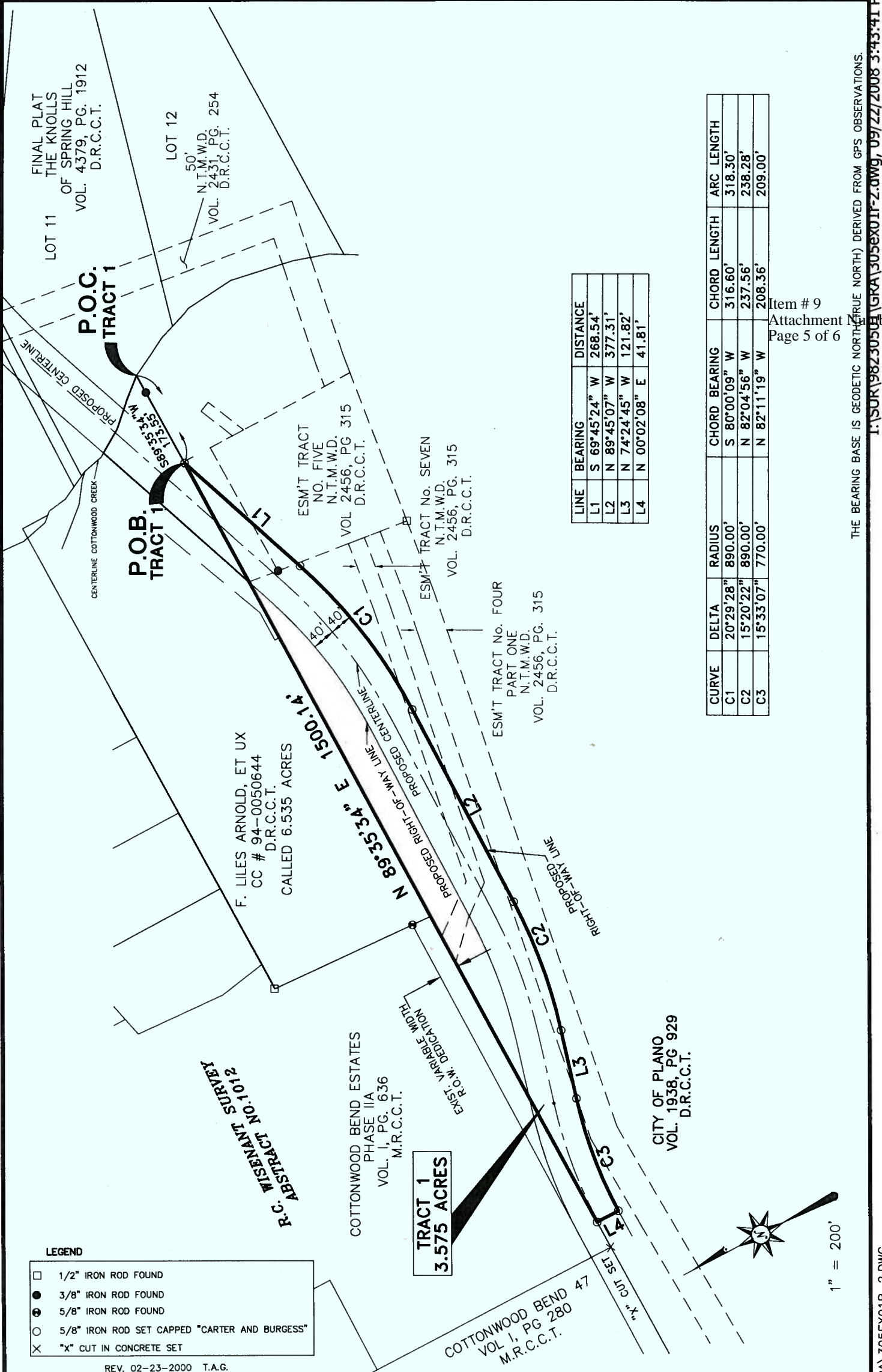
N 69°45'24" E, A DISTANCE OF 239.95 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

S 20°14'36" E, A DISTANCE OF 52.56 FEET THE POINT OF BEGINNING, AND CONTAINING 0.417 ACRES OF LAND, MORE OR LESS.


Gary S. Vedro, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 4934

SEPTEMBER 16, 2008





LINE	BEARING	DISTANCE
L1	S 69°45'24" W	268.54'
L2	N 89°45'07" W	377.31'
L3	N 74°24'45" W	121.82'
L4	N 00°02'08" E	41.81'

CURVE	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	20°29'28"	890.00'	S 80°00'09" W	316.60'	318.30'
C2	15°20'22"	890.00'	N 82°04'56" W	237.56'	238.28'
C3	15°33'07"	770.00'	N 82°11'19" W	208.36'	209.00'

Item # 9
Attachment 1 of 4
Page 5 of 6

THE BEARING BASE IS GEODETIC NORTH (MERIDIAN NORTH) DERIVED FROM GPS OBSERVATIONS.

I:\SUR\98230501\GRA\305EX01R-2.DWG, 09/22/2008 3:43:41 PM

I:\SUR\98230501\GRA\305EX01R-2.DWG

SHEET

5 OF 6

DATE: 08/27/08

SCALE: 1" = 200'

DRAWN BY: RC

CHECKED BY: GARY S. VEDRO

EXHIBIT "A"

3.575 ACRE

R.O.W. DEDICATION

OUT OF THE

R.C. WISENANT SURVEY ABSTRACT NO. 1012

IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS

JE

JACOBS

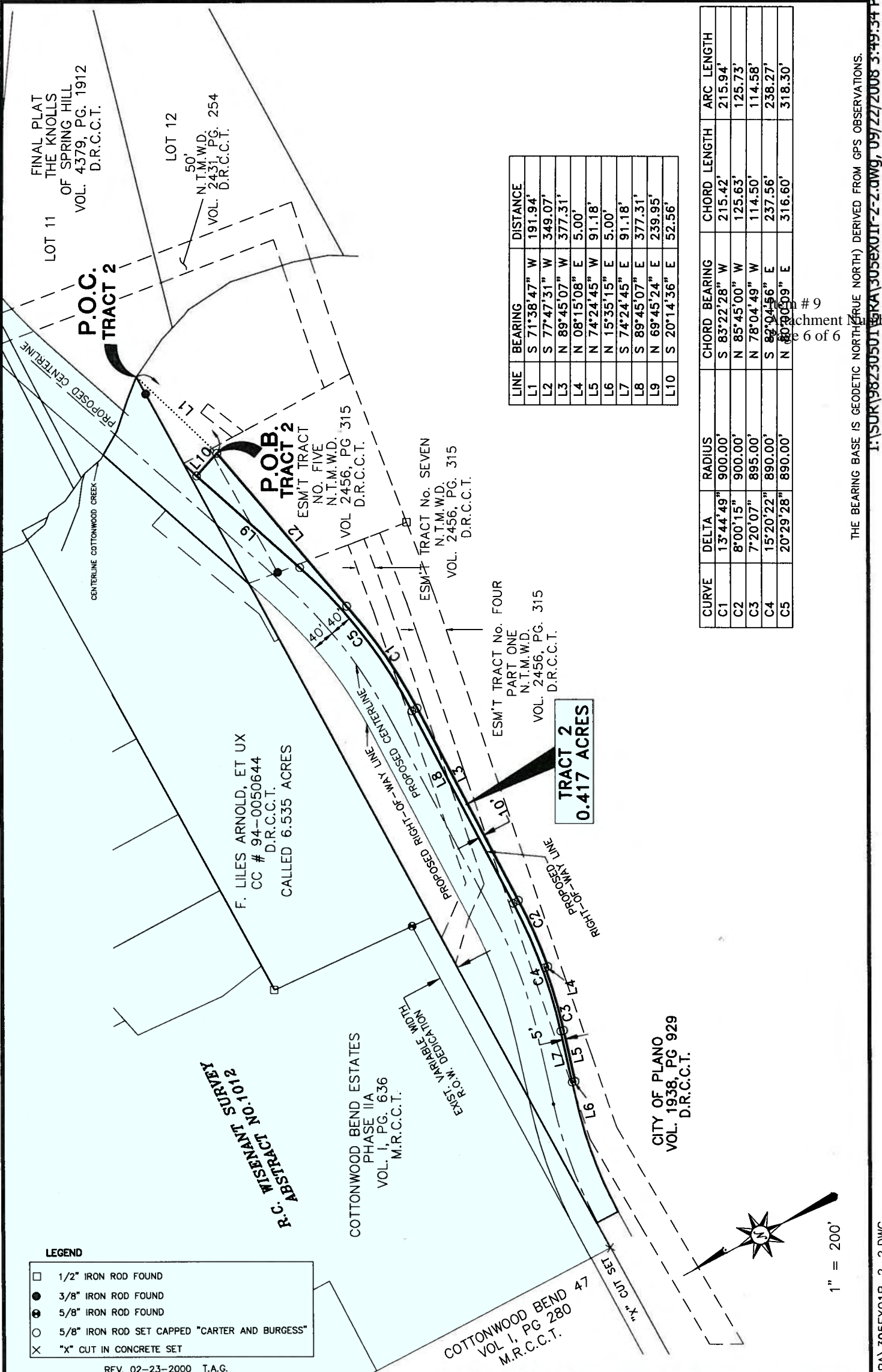
Carter Burgess

CARTER BURGESS, INC.

7950 ELMBROOK DRIVE, SUITE 250

DALLAS, TX 75247-4961

(214) 638-0145



LINE	BEARING	DISTANCE
L1	S 71°38'47" W	191.94'
L2	S 77°47'31" W	349.07'
L3	N 89°45'07" W	377.31'
L4	N 08°15'08" E	5.00'
L5	N 74°24'45" W	91.18'
L6	N 15°35'15" E	5.00'
L7	S 74°24'45" E	91.18'
L8	S 89°45'07" E	377.31'
L9	N 69°45'24" E	239.95'
L10	S 20°14'36" E	52.56'

CURVE	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	13°44'49"	900.00'	S 83°22'28" W	215.42'	215.94'
C2	8°00'15"	900.00'	N 85°45'00" W	125.63'	125.73'
C3	7°20'07"	895.00'	N 78°04'49" W	114.50'	114.58'
C4	15°20'22"	890.00'	S 82°04'56" E	237.56'	238.27'
C5	20°29'28"	890.00'	N 80°30'09" E	316.60'	318.30'

9
Attachment 1 of 6
Sheet 6 of 6

THE BEARING BASE IS GEODETIC NORTH (CURVE NORTH) DERIVED FROM GPS OBSERVATIONS.

I:\SUR\98230501\GRA\305EX01R-2-2.DWG, 09/22/2008 5:49:54 PM

I:\SUR\98230501\GRA\305EX01R-2-2.DWG

- LEGEND
- 1/2" IRON ROD FOUND
 - 3/8" IRON ROD FOUND
 - ⊙ 5/8" IRON ROD FOUND
 - 5/8" IRON ROD SET CAPPED "CARTER AND BURGESS"
 - ✕ "X" CUT IN CONCRETE SET

REV. 02-23-2000 T.A.G.

SHEET	DATE: 08/27/08
	SCALE: 1" = 200'
	DRAWN BY: RC
	CHECKED BY: GARY S. VEDRO

6 OF 6

EXHIBIT "A"

0.417 ACRE SLOPE EASEMENT

OUT OF THE
R.C. WISENANT SURVEY ABSTRACT NO. 1012
IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS

JE JACOBS
Carter Burgess, INC.
7950 ELMBROOK DRIVE, SUITE 250
DALLAS, TX 75247-4961
(214) 638-0145

EXHIBIT "A"
TRACT 1 - 0.015 ACRES
RIGHT-OF-WAY DEDICATION

BEING A 0.015 ACRE TRACT OF LAND SITUATED IN THE R.C. WISENANT SURVEY, ABSTRACT NO. 1012, CITY OF PARKER, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF LOT 10, OF THE FINAL PLAT OF THE KNOLLS OF SPRING HILL, RECORDED IN VOLUME 4379, PAGE 1912, OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, (D.R.C.C.T.). BASIS OF BEARING FOR THIS SURVEY IS GEODETIC NORTH (TRUE NORTH) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (G.P.S.) OBSERVATIONS. SAID 0.015 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 5/8" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID LOT 10 AND THE COMMON NORTHEAST CORNER OF LOT 11 OF SAID KNOLLS OF SPRING HILL;

THENCE S 89°05'59" E, ALONG THE NORTH LINE OF SAID LOT 10 AND THE COMMON SOUTH LINE OF A 20 FOOT RIGHT-OF-WAY AND TRAILS DEDICATION BY THE SAID KNOLLS OF SPRING HILL ADDITION, A DISTANCE OF 126.56 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07°38'17", RADIUS OF 810.00 FEET, A LONG CHORD THAT BEARS S 84°20'26" W, A DISTANCE OF 107.90 FEET;

THENCE OVER AND ACROSS SAID LOT 10, ALONG SAID NON-TANGENT CURVE TO THE LEFT AN ARC LENGTH OF 107.98 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER ON THE WEST LINE OF SAID LOT 10 AND THE COMMON EAST LINE OF SAID LOT 11;

THENCE N 56°36'57" W, ALONG THE WEST LINE OF SAID LOT 10 AND THE COMMON EAST LINE OF SAID LOT 11, A DISTANCE OF 22.95 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.015 ACRES OF LAND MORE OR LESS.

EXHIBIT "A"
TRACT 2 – 0.145 ACRE
SLOPE EASEMENT

BEING A 0.145ACRE TRACT OF LAND SITUATED IN THE R.C. WISENANT SURVEY, ABSTRACT NO. 1012, CITY OF PARKER, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF LOT 10, OF THE FINAL PLAT OF THE KNOLLS OF SPRING HILL, RECORDED IN VOLUME 4379, PAGE 1912, OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, (D.R.C.C.T.). BASIS OF BEARING FOR THIS SURVEY IS GEODETIC NORTH (TRUE NORTH) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (G.P.S.) OBSERVATIONS. SAID 0.145 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

COMMENCING AT A 5/8" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID LOT 10 AND THE COMMON NORTHEAST CORNER OF LOT 11 OF SAID KNOLLS OF SPRING HILL;

THENCE S 56°36'57" E, ALONG THE WEST LINE OF SAID LOT 10 AND THE COMMON EAST LINE OF SAID LOT 11, A DISTANCE OF 22.95 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET AT THE **POINT OF BEGINNING** AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07°38'17", A RADIUS OF 810.00 FEET, A LONG CHORD THAT BEARS N 84°20'26" E, A DISTANCE OF 107.90 FEET;

THENCE OVER AND ACROSS SAID LOT 10 AND ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 107.98 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER ON THE NORTH LINE OF SAID LOT 10;

THENCE S 89°05'59" E, ALONG THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 223.13 FEET TO A 5/8" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID LOT 10;


THENCE S 43°07'24" E, ALONG THE EAST LINE OF SAID LOT 10 A DISTANCE OF 19.74 FEET TO A POINT FOR CORNER;

THENCE OVER AND ACROSS SAID LOT 10, THE FOLLOWING COURSES AND DISTANCES:

N 89°03'55" W, A DISTANCE OF 198.32 FEET TO A POINT FOR CORNER;

S 74°11'37" W, A DISTANCE OF 101.45 FEET TO A POINT FOR CORNER ON THE WEST LINE OF SAID LOT 10 AND THE COMMON EAST LINE OF SAID LOT 11;

THENCE N 56°36'57" W, ALONG THE WEST LINE OF SAID LOT 10 AND THE COMMON EAST LINE OF SAID LOT 11, A DISTANCE OF 57.56 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.145 ACRES OF LAND MORE OR LESS.


Gary S. Vedro, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 4934

JULY 21, 2008



CURVE	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	07°38'17"	810.00'	S 84°20'26" W	107.90'	107.98'

32.5739 ACRES
HERITAGE PARK
GREENBELT/FLOODPLAIN
CAB. G, PG. 354
P.R.C.C.T.

BROOKSIDE ADDITION
PHASE 4A
CC# 2001-10100179
D.R.C.C.T.

SCALE: 1' = 100'

20' R.O.W. &
TRAILS DEDICATION
THE KNOLLS
OF SPRING HILL
VOL. 4379 PG. 1912
D.R.C.C.T.

TRACT 1
0.015 ACRES

TRACT 2
0.145 ACRES

P.O.C.
TRACT 2
P.O.B.
TRACT 1

P.O.B.
TRACT 2

PROPOSED RIGHT-OF-WAY

COTTONWOOD
CREEK

ESM'T TRACT No. FOUR
PART TWO
N.T.M.W.D.
VOL. 2456, PG. 315
D.R.C.C.T.

40' LANDSCAPE EASEMENT
20' D.E.

LOT 10
BLOCK A

LOT 11
BLOCK A

FINAL PLAT
THE KNOLLS
OF SPRING HILL
VOL. 4379 PG. 1912
D.R.C.C.T.

R.C. WISENANT SURVEY
ABSTRACT NO. 1012

LEGEND

- △ 1/4" IRON ROD FOUND
- 1/2" IRON ROD FOUND
- 3/8" IRON ROD FOUND
- ⊗ 5/8" IRON ROD FOUND
- 5/8" IRON ROD SET CAPPED
"CARTER AND BURGESS"
- × "X" CUT IN CONCRETE SET

LINE	BEARING	DISTANCE
L1	S 89°05'59" E	126.56'
L2	N 56°36'57" W	22.95'
L3	S 89°05'59" E	223.13'
L4	S 43°07'24" E	19.74'
L5	N 89°03'55" W	198.32'
L6	S 74°11'37" W	101.45'
L7	N 56°36'57" W	57.56'

THE BEARING BASE IS GEODETIC NORTH(TRUE NORTH) AS DETERMINED BY G.P.S.(GLOBAL POSITIONING SYSTEM)


SHEET 4 OF 4	DATE: 07/18/08	EXHIBIT A 0.015 ACRE- R.O.W. DEDICATION AND 0.145 ACRE SLOPE EASEMENT OUT OF THE R.C. WISENANT SURVEY ABSTRACT NO. 1012 IN THE CITY OF PARKER, COLLIN COUNTY, TEXAS	 JACOBSON CARTER BURGESS, INC. 7950 ELMBROOK DRIVE, SUITE 250 DALLAS, TX 75247-4961 (214) 638-0145
	SCALE: 1" = 100'		
	DRAWN BY: RC		
	CHECKED BY: GARY S. VEDRO		

EXHIBIT "A"
TRACT 1- 0.541 ACRE
RIGHT-OF-WAY DEDICATION

BEING A 0.541 ACRE TRACT OF LAND SITUATED IN THE R.C. WISENANT SURVEY, ABSTRACT NO. 1012, CITY OF PARKER, COLLIN COUNTY, TEXAS AND BEING A PORTION OF LOT 11 OF THE FINAL PLAT OF THE KNOLLS OF SPRING HILL, RECORDED IN VOLUME 4379, PAGE 1912 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS(D.R.C.C.T.). BASIS OF BEARINGS FOR THIS SURVEY IS GEODETIC NORTH (TRUE NORTH) AS DETERMINED BY G.P.S. (GLOBAL POSITIONING SYSTEM) OBSERVATIONS. SAID 0.541 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID LOT 11 AND THE COMMON NORTHWEST CORNER OF LOT 10 OF SAID KNOLLS OF SPRING HILL;

THENCE S 56°36'57" E, ALONG THE EAST LINE OF SAID LOT 11 AND THE COMMON WEST LINE OF SAID LOT 10, A DISTANCE OF 22.95 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER AND THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 10°45'53", A RADIUS OF 810.00 FEET, A LONG CHORD THAT BEARS S 75°08'21" W, A DISTANCE OF 151.96 FEET;

THENCE OVER AND ACROSS SAID LOT 11, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 152.18 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER;

S 69°45'24" W, A DISTANCE OF 177.61 FEET TO A 5/8" IRON ROD CAPPED "CARTER & BURGESS" SET FOR CORNER ON THE WEST LINE OF SAID LOT 11 AND THE COMMON EAST LINE OF A 6.535 ACRE TRACT OF LAND CONVEYED TO F. LILES ARNOLD, ET UX BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 94-0050644, DEED RECORDS, COLLIN COUNTY, TEXAS SAID POINT BEING IN COTTONWOOD CREEK;

THENCE ALONG SAID COMMON LINE AND ALONG COTTONWOOD CREEK, THE FOLLOWING COURSES AND DISTANCES:

N 43°23'16" W, A DISTANCE OF 36.07 FEET TO A POINT FOR CORNER;

N 32°45'06" W, A DISTANCE OF 56.37 FEET TO A POINT FOR CORNER;

N 12°45'22" W, A DISTANCE OF 37.02 FEET TO A POINT FOR CORNER;

N 27°08'11" W, A DISTANCE OF 10.14 FEET TO A 5/8" IRON ROD CAPPED
"CARTER & BURGESS" SET FOR THE NORTHWEST CORNER OF SAID LOT 11,
SAME BEING THE NORTHWEST CORNER OF SAID KNOLLS OF SPRING HILL
ADDITION;

THENCE S 89°05'59" E, ALONG THE NORTH LINE OF SAID LOT 11 AND THE
COMMON SOUTH LINE OF A 20 FOOT RIGHT-OF-WAY DEDICATION BY SAID
KNOLLS OF SPRING HILL ADDITION, A DISTANCE OF 362.47 FEET TO THE **POINT
OF BEGINNING** AND CONTAINING 0.541 ACRES OF LAND MORE OR LESS.

**“EXHIBIT A”
TRACT 2 – 0.175 ACRES
SLOPE EASEMENT**

BEING A 0.197 ACRE TRACT OF LAND SITUATED IN THE R.C. WISENANT SURVEY, ABSTRACT NO. 1012, CITY OF PARKER, COLLIN COUNTY, TEXAS AND BEING A PORTION OF LOT 11 OF THE FINAL PLAT OF THE KNOLLS OF SPRING HILL, RECORDED IN VOLUME 4379, PAGE 1912 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS(D.R.C.C.T.). BASIS OF BEARINGS FOR THIS SURVEY IS GEODETIC NORTH (TRUE NORTH) AS DETERMINED BY G.P.S. (GLOBAL POSITIONING SYSTEM) OBSERVATIONS. SAID 0.197 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 5/8" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID LOT 11 AND THE COMMON NORTHWEST CORNER OF LOT 10 OF SAID KNOLLS OF SPRING HILL;

THENCE S 56°36'57" E, ALONG THE EAST LINE OF SAID LOT 11 AND THE COMMON WEST LINE OF SAID LOT 10, A DISTANCE OF 22.95 FEET TO A 5/8" IRON ROD CAPPED “CARTER & BURGESS” SET FOR THE **POINT OF BEGINNING**;

S 56°36'57" E, A DISTANCE OF 57.56 FEET TO A POINT FOR CORNER;
AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A DELTA ANGLE OF 13°53'51", A RADIUS OF 772.00 FEET AND A LONG CHORD THAT BEARS S 76°42'20" W, A DISTANCE OF 186.80 FEET;

THENCE OVER AND ACROSS SAID LOT 11, THE FOLLOWING COURSES AND DISTANCES:

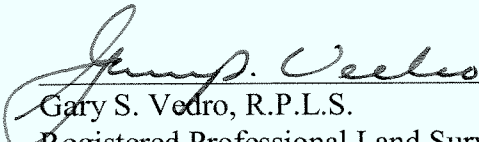
ALONG SAID NON-TANGENT CURVE TO THE LEFT AN ARC LENGTH OF 187.25 FEET TO A POINT FOR CORNER;

S 69°45'24" W, A DISTANCE OF 56.54 FEET TO A POINT FOR CORNER;

N 20°14'36" W, A DISTANCE OF 38.00 FEET TO A POINT FOR CORNER;

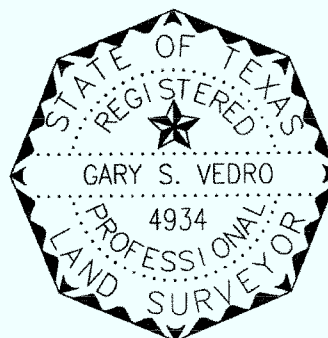
N 69°45'24" E, A DISTANCE OF 56.54 FEET TO A 5/8" IRON ROD CAPPED
"CARTER & BURGESS" SET FOR CORNER AND THE BEGINNING OF A
TANGENT CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 10°45'53",
A RADIUS OF 810.00 FEET, A LONG CHORD THAT BEARS N 75°08'21" E, A
DISTANCE OF 151.96 FEET;

ALONG SAID TANGENT CUVE TO THE RIGHT, AN ARC LENGTH OF 152.18
FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.197 ACRES OF
LAND MORE OR LESS.



Gary S. Vedro, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 4934

AUGUST 27, 2008



CURVE	DELTA ANGLE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	10°45'53"	810.00'	S 75°08'21" W	151.96'	152.18'
C2	13°53'51"	772.00'	S 76°42'20" W	186.80'	187.25'

LINE	BEARING	DISTANCE
L1	S 56°36'57" E	22.95'
L2	S 69°45'24" W	177.61'
L3	N 43°23'16" W	36.07'
L4	N 32°45'06" W	56.37'
L5	N 12°45'22" W	37.02'
L6	N 27°08'11" W	10.14'
L7	S 89°05'59" E	362.47'

BROOKSIDE ADDITION
PHASE 4A
CC#2001-0100179
P.R.C.C.T.

32.5739 Ac.
HERITAGE PARK
GREENBELT/FLOODPLAIN
VOL. G, PG. 354
P.R.C.C.T.

R.C. WISENANT SURVEY
ABSTRACT NO. 1012

P.O.C.
TRACT 2
AND
P.O.B.
TRACT 1

P.O.B.
TRACT 2

CALLED 6.535 ACRES
F. LILES ARNOLD, ET UX
CC # 94-0050644
D.R.C.C.T.

PROPOSED RIGHT-OF-WAY
LINE
PROPOSED RIGHT-OF-WAY
0.435 ACRES

PROPOSED RIGHT-OF-WAY
LINE

ESM'T TRACT No. FIVE
N.T.M.W.D.
VOL. 2456, PG. 315
D.R.C.C.T.

ESM'T TRACT No. SIX
N.T.M.W.D.
VOL. 2456, PG. 315
D.R.C.C.T.

CENTERLINE COTTONWOOD
CREEK

TRACT 2
0.197 ACRES

TRACT 1
0.541 ACRES

LOT 11
FINAL PLAT
THE KNOLLS
OF SPRING HILL
VOL. 4379 PG. 1912
D.R.C.C.T.

LOT 12

CALLED 119.454 ACRES
CITY OF PLANO
VOL. 1938, PG. 929
D.R.C.C.T.

LINE	BEARING	DISTANCE
L8	S 56°36'57" E	57.56'
L9	S 69°45'24" W	56.54'
L10	N 20°14'36" W	38.00'
L11	N 69°45'24" E	56.54'

LEGEND

- △ 1/4" IRON ROD FOUND
- 1/2" IRON ROD FOUND
- 3/8" IRON ROD FOUND
- ⊗ 5/8" IRON ROD FOUND
- 5/8" IRON ROD SET CAPPED
"CARTER AND BURGESS"
- × "X" CUT IN CONCRETE SET

THE BEARING BASE IS GEODETIC NORTH(TRUE NORTH) AS DETERMINED BY G.P.S.(GLOBAL POSITIONING SYSTEM)

SHEET 5 OF 5	DATE: 08/27/08	EXHIBIT A 0.541 ACRE- R.O.W. DEDICATION AND 0.197 ACRE SLOPE EASEMENT OUT OF THE R.C. WISENANT SURVEY ABSTRACT NO. 1012 IN THE CITY OF PARKER, COLLIN COUNTY, TEXAS	JE JACOBS Carter Burgess CARTER BURGESS, INC. 7950 ELMBROOK DRIVE, SUITE 250 DALLAS, TX 75247-4961 (214) 638-0145
	SCALE: 1" = 100'		
	DRAWN BY: RC		
	CHECKED BY: GARY S. VEDRO		

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: Tuesday, October 14, 2008

SUBJECT: Approval of a Resolution Designating Investment Officers of the City and Authorizing Certain Investment Action

STAFF RESOURCE: Kevin Hammeke, Finance Director

PREVIOUS COUNCIL ACTION: On October 25, 2005, the City Council adopted Resolution No. 2451-10-05(R) designating investment officers for the City of Allen

ACTION PROPOSED: Adopt a resolution designating investment officers of the City and authorizing certain investment actions of the officers

BACKGROUND

On October 25, 2005, the City Council approved a resolution designating investment officers of the City. At that time, the Finance Director, Assistant Finance Director, and a Senior Accountant were specifically noted as individuals designated as investment officers of the City. The Senior Accountant who was previously designated as an investment officer was promoted to Accounting Manager in fiscal year 2008. The attached resolution designates and clarifies Dana Murray, Accounting Manager, as one of the investment officers in addition to Kevin Hammeke, Finance Director and Joanne Stoeher, Assistant Finance Director.

STAFF RECOMMENDATION

Staff recommends approval of the resolution designating investment officers of the City.

BUDGETARY IMPACT

None

MOTION

I make a motion to adopt Resolution No. _____ designating Investment Officers of the City.

ATTACHMENT

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, DESIGNATING INVESTMENT OFFICERS OF THE CITY AND AUTHORIZING THESE INDIVIDUALS TO INVEST, TRANSFER, WITHDRAW, DEPOSIT, GIVE INSTRUCTIONS ON BEHALF OF THE ORGANIZATION, OR MANAGE FUNDS FOR THE CITY OF ALLEN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to designate one or more officers or employees as investment officers to be responsible for the investment of its funds and give investment instructions on behalf of the organization pursuant to the City's Investment Policy and the Public Funds Investment Act, Chapter 2256 Texas Government Code.

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

SECTION 1. The individuals whose names appear below are designated as investment officers of the City of Allen and are hereby authorized to invest, withdraw, transfer, deposit, give instructions on behalf of the organization, or manage in any manner funds of the City of Allen on any or all investment accounts.

Kevin Hammeke
Primary Investment Officer &
Finance Director
Name & Title

Signature

Joanne Stoehr
Secondary Investment Officer &
Assistant Finance Director
Name & Title

Signature

Dana Murray
Accounting Manager
Name & Title

Signature

SECTION 2. The authority conferred hereby will continue in full force and effect until specific written notice of modification or revocation of this Resolution by a duly appointed official of the City of Allen, Texas, is forwarded to the investment community.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 14TH DAY OF OCTOBER, 2008.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: Tuesday, October 14, 2008

SUBJECT: Approval of a Bank Depository Agreement with The American National Bank of Texas and a Resolution Authorizing City Representatives to Execute Related Bank Depository Documents

STAFF RESOURCE: Kevin Hammeke, Finance Director

PREVIOUS COUNCIL ACTION: On October 14, 2003, the City Council approved a bank depository agreement with The American National Bank of Texas that expires on October 31, 2008. The City Council also adopted Resolution No. 2225-10-03(R) that authorized certain City representatives to execute related bank depository documents

ACTION PROPOSED: Approval of a bank depository agreement with The American National Bank of Texas and a Resolution authorizing City Representatives to execute related Bank Depository documents

BACKGROUND

The current banking agreement with The American National Bank of Texas expires on October 31, 2008. Staff worked on a Request for Proposal (RFP) for banking depository services and provided notice and copies of the RFP to banks located within the City limits of Allen. Additionally, the notice was published in the newspaper on August 14th and August 21st. A pre-proposal conference was held on August 28th. In the RFP, banking services were requested for a three year term with an option of renewal for two additional periods of one year each at the same terms and conditions.

Proposals were received from four banks by the deadline of September 4, 2008. The banks submitting proposals were The American National Bank of Texas (ANB), Comerica Bank, J.P. Morgan Chase Bank, N.A., and Citibank, N.A.

An evaluation committee made up of City staff that works closely with the banks and also a banking consultant, Arvizu Financial Group, was established to review the proposals. The committee included Kevin Hammeke, Finance Director; Joanne Stoehr, Assistant Finance Director; Dana Murray, Accounting Manager; and Ben Arvizu (consultant).

The proposals were considered on several evaluation criteria, such as the ability of the bank to meet the required services, aggregate banking service cost, bank strength and stability, sufficient collateral for deposits, interest rates paid on interest bearing accounts, capacity to perform the contract, quality of on-line banking services and reports, security clearance and safekeeping procedures, ability to provide effective and innovative cash management services, additional banking services offered, and other items as outlined in the RFP.

The Committee selected ANB and Comerica to interview. After the interviews, the consultant provided the attached report outlining the process and the recommended bank for the depository agreement. All four banks were qualified to provide the City with banking services. Consequently, the overall cost of the services was one of the primary deciding factors in the selection of the depository institution. The Committee selected The American National Bank of Texas which had proposed “no charge” in their response for Account Servicing Fees and for Cash Management Services Fees. ANB will charge \$600 per month for the security clearance and safekeeping fee. The consultant’s report summarizes the bids by the four banks.

An agreement between the City and The American National Bank of Texas for banking services which incorporates the bank’s bid proposal and the City’s RFP has been prepared. A copy of the Bank Depository Agreement is attached. The banking services and fees will remain firm for the entire contract period which is from November 1, 2008 through October 31, 2011 (with an option of renewal for two additional periods of one year each at the same terms and conditions).

A Resolution designating City representatives who are authorized to execute bank related documents is also attached. The City Manager, Assistant City Manager, Finance Director, Assistant Finance Director, and Accounting Manager are listed as the City representatives authorized to execute any of the bank documents on behalf of the City. Such documents would include signature card authorizations, an ACH Agreement, a Treasury Management Agreement, Positive Pay Agreement, or other documents associated with banking services.

STAFF RECOMMENDATION

Staff recommends approval of the Bank Depository Agreement between the City and The American National Bank of Texas and approval of the Resolution designating City representatives authorized to execute all related documents associated with banking services.

BUDGETARY IMPACT

Based upon the “No Charge” bid for Account Servicing and Cash Management Services from ANB, it is expected that the total benefit to the City is \$10,530 during the three year term after considering the interest the City will earn on the bank accounts and the charges for the security clearance and safekeeping services.

MOTION

I make a motion to authorize the City Manager to execute a bank depository agreement with The American National Bank of Texas and adopt Resolution No. _____ designating City representatives authorized to execute all related bank depository documents.

ATTACHMENT

Bank Depository Agreement

Bank Analysis Report

Resolution Related to Bank Depository Documents

STATE OF TEXAS §
 § **BANK DEPOSITORY AGREEMENT**
COUNTY OF COLLIN §

This Agreement is made and entered into by and between the City of Allen, Texas ("City"), and The American National Bank of Texas ("ANB"), acting by and through their authorized officers and representatives:

WHEREAS, the City solicited bids and received proposals from banks desiring to be designated as the City depository; and

WHEREAS, on October 14, 2008, the City Council has selected ANB as the depository for the City;

NOW, THEREFORE, in consideration of the mutual benefits, consideration, covenants and conditions contained herein, the parties agree as follows:

Article I
Term

1.1 **Initial term.** ANB has been duly selected by the City as the depository of certain funds of the City for a term of three (3) years beginning on November 1, 2008 and ending October 31, 2011, or until the successor depository shall have been duly selected and qualified according to state law. The initial term of this Agreement shall be automatically extended up to ninety (90) days if the City has not exercised its option to extend as set forth above, and proceed with the application process for the designation of a depository, but, for whatever reason, cannot finalize the depository designation prior to the end of the initial term of this Agreement. The fees for services to be provided by ANB are fixed for the initial term as set forth herein.

1.2 **Options for Extension.** This Agreement may be extended for a period of two (2) additional periods of one (1) year each if both the City and ANB agree to such extensions. The City will provide written notice thereof ninety (90) days prior to the expiration of the then current term if it desires an extension, provided, however, the total term of this Agreement including any extensions shall not exceed five (5) years. ANB will have 30 days to respond to the City's request for an extension. The fees for services to be provided by the ANB for such extension period shall be in accordance with the terms and conditions set forth herein.

1.3 **Termination.** Either party may terminate this Agreement at any time upon sixty (60) days prior written notice to the other party.

Article II
Services

ANB shall at all times comply with Chapter 105 of the Texas Local Government Code, as amended.

2.1 ANB shall provide depository services in accordance with the City's request for proposal, RFP 2008-3-207C, incorporated herein for all purposes (the "RFP"), and the ANB response dated September 4, 2008 and the written responses to the meeting of September 12, 2008, which is incorporated herein for all purposes (the "Proposal"). In the event of any conflict between the RFP and the Proposal, the RFP shall control.

A. Information and Service Requirements.

- I. ANB shall establish the following bank accounts for the City; General operating, disbursement, payroll, flexible spending, utility collection, deposit fund, health care, and all other bank accounts deemed necessary by the City as indicated in the RFP.
- II. Each of the City's accounts shall earn interest at a rate as stated in the ANB response to the RFP.
- III. The City's statement cycle cuts off at month-end. All statements for related accounts will be delivered to the City's Finance Department by the fifth (5th) business day of the following month. ANB will provide the City a daily balance reporting system, which will provide the daily ending ledger and collected balances for all City accounts. An account analysis statement shall be provided at no charge to the City.
- IV. Provide direct deposit of payroll and open City of Allen employee bank accounts at no cost in order to accommodate direct deposit of payroll.
- V. Provide ACH Debit Block
- VI. Provide wire transfer of funds for the City.
- VII. Sufficient pledging, valued at market, shall be provided to ensure that City deposits are secured at 103% of the City balances less the amount of FDIC insurance at all times. A "Joint Custody Receipt" shall be provided to the City within five (5) days of all securities pledged. Acceptable securities will be provided to meet the requirements of the Collateral for Public Funds Act, Chapter 2257 of the Texas Government Code.
- VIII. Provide, as of the end of each month, a monthly listing of all securities pledged, showing their current market value, par value, security type, and name.
- IX. Provide pre-numbered and department coded deposit slips to the City at ANB's cost; to be paid by the City. Deposit bags and endorsement stamps will be provided to the City at no charge.
- X. Provide internet banking access to all City accounts, set up requested city accounts, and provide training for designated City Finance and Administration staff.
- XI. Provide additional services as outlined in the Proposal.
- XII. ANB shall designate one account officer with authority and responsibility for the City's entire account who shall be responsible for training and communicating the terms of this Agreement to ANB employees. In addition, the ANB shall provide a list of personnel qualified to provide product information and assistance.

B. Compensation. ANB shall be compensated for depository services in accordance with the Proposal. All ANB account servicing fees and cash management fees are waived during the term of this Agreement. City shall maintain a balance of \$2,530,000 in an interest bearing “sweep” account, if such account is established. The Custodial and Safekeeping fee shall be \$600 per month.

Article III Miscellaneous

3.1 ANB shall use its best efforts to notify the City in writing within ten (10) business days of any changes in federal or state regulations or laws that would thereafter materially affect this Agreement.

3.2 There shall be a review of the services of ANB every three (3) months to evaluate the work relationship between the City and ANB. The objective of the review shall be to address levels of service and any problems and to discuss the procedures involved in protecting the City’s funds and pledged collateral.

3.3 **Governing Law.** This Agreement shall be governed by the laws of the State of Texas, 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.

3.4 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

Attn: City Manager
City of Allen, Texas
305 Century Parkway
Allen, Texas 75013

with copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201
Telephone No. (214) 965-9900

If intended for ANB, to:
American National Bank of Texas
Attn: Colleen Biggerstaff
720 S. Greenville Avenue
Allen, Texas 75002

3.5 **Legal Construction.** 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 other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

3.6 **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

3.7 **Incorporation of Recitals.** The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

3.8 **Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

3.9 **Amendments.** This Agreement may be amended by the mutual agreement of the parties to it in writing and attach to and incorporate it in this Agreement.

3.10 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

EXECUTED this _____ day of _____, 2008.

City of Allen, Texas

By: _____
Peter H.Vargas, City Manager

Attest:

By: _____
Shelley B. George, City Secretary

Approved as to Form:

Peter G. Smith, City Attorney

EXECUTED this _____ day of _____, 2008.

The American National Bank of Texas

By: _____
Worley Stein
Banking Center President

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, DESIGNATING CITY REPRESENTATIVES FOR THE BANK DEPOSITORY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has designated The American National Bank of Texas as the City's bank depository; and,

WHEREAS, from time to time, the City of Allen wishes to request The American National Bank of Texas (the "Bank"), by written instruction, telephone, terminal communication device, or otherwise, to originate one or more of the following services:

- § ACH transaction as provided in an ACH Agreement
- § Treasury Management Services pursuant to a Treasury Management Services Agreement
- § Online Banking
- § Online Banking Bill Payment
- § Night Depository Services pursuant to a Night Depository Services Agreement
- § Drop Bag Services pursuant to a Drop Bag Services Agreement
- § Wire Transfers pursuant to a Wire Transfer Agreement
- § Positive Pay Services pursuant to a Positive Pay Services Agreement

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

SECTION 1. Notwithstanding any previous or post resolution which requires either multiple signatures or other signatures to transact business on behalf of the City of Allen, Texas, that any **ONE** of the persons listed below is hereby authorized to execute the required Agreements with the Bank and to designate those persons who may transact business on behalf of the City of Allen, Texas, for the above indicated services.

Peter H. Vargas

City Manager

Name & Title

Signature

Shelli Siemer

Assistant City Manager

Name & Title

Signature

Kevin Hammeke

Finance Director

Name & Title

Signature

Joanne Stoehr

Assistant Finance Director

Name & Title

Signature

Dana Murray
Accounting Manager
Name & Title

Signature

SECTION 2. The authority conferred hereby will continue in full force and effect until specific written notice of modification or revocation of this Resolution by a duly appointed official of the City of Allen, Texas, is received by the Bank.

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN,
COLLIN COUNTY, TEXAS, ON THIS THE 14TH DAY OF OCTOBER, 2008.**

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

ARVIZU FINANCIAL GROUP
ADVANCED CASH MANAGEMENT SERVICES
6655 HILLBRIAR, DALLAS, TEXAS 75248
PHONE: (972) 233-1699 FAX: (972) 851-5610
EMAIL: AFGROUP@SWBELL.NET

September 23, 2008

Mr. Kevin F. Hammeke
Finance Director
CITY OF ALLEN
305 Century Parkway
Allen, Texas 75013-8042

BANK DEPOSITORY PROPOSALS ANALYSIS

Dear Mr. Hammeke:

We have completed our analysis of the Depository Proposals for the City of Allen received in response to the Bank Depository Services Request For Proposal (the "RFP"). The Proposals received were reviewed in detail and attached worksheets were prepared to reflect the proposed cost of services and comparative analysis of each.

BACKGROUND

The RFP for a financial institution to serve as the bank depository for the City for the three-year period of November 1, 2008, through October 31, 2011, was distributed to financial institutions within the city limits of Allen on August 11, 2008.

The RFP described the required banking services, the transaction volumes, and provided other information necessary for the financial institutions to respond with a proposal as requested. The RFP was duly advertised on August 14 and August 21, 2008.

A non-mandatory pre-proposal conference was held on August 28, 2008, to provide further explanations of the RFP and to respond to questions for the benefit of the potential proposers. Financial institutions represented at the pre-proposal conference were:

1. American National Bank (current depository)
2. Capital One Bank
3. J. P. Morgan Chase Bank
4. Wachovia Bank
5. Citibank
6. Comerica Bank

PROPOSALS

The following four banks responded with timely Proposals:

1. American National Bank (current depository)
2. Comerica Bank
3. Citibank
4. J. P. Morgan Chase Bank

EVALUATION OF THE PROPOSALS

The Proposals have been analyzed in accordance with the criteria stated in the RFP which included the following:

1. Reputation of bidder and quality of services
2. Funds availability
3. Ability of the proponent to perform the requested services in the RFP
4. Ability to meet the legal qualifications and the terms and conditions specified in the RFP
5. Lowest aggregate cost of banking services (consistent with other selection criteria)
6. Financial strength and stability
7. Ability to provide sufficient collateral for deposits
8. Interest rates paid on interest-bearing accounts, time deposits, and investments
9. Quality of on-line banking services and reports
10. Earnings credit on average available account balances
11. Security clearance and safekeeping procedures
12. Ability to provide the City with effective and innovation cash management services
13. Completeness of the proposal form and submission of the required information outlined in the RFP
14. Convenience of location
15. Previous service/relationship with City and its related entities

COMPARATIVE ANALYSIS

In performing the comparative analysis of the submitted Proposals, there are several important points to note. The Proposals received were compared in detail in each of the areas listed above based on the provided pro forma transaction volumes for the contract period. Starting with the cost of services to the City over the term of the contract, and based on the pro forma services and transaction volumes, the findings of this analysis are discussed below on a point-by-point basis.

FINDINGS

The following chart lists in ascending order the total Proposal amounts with spread to low proposal for the Contract period based upon pro forma transaction volumes. (See separate attachment for details of net savings over bank fees.)

PROPOSAL AMOUNT COMPARISON (Contract Period)

Bank	Net Savings (Loss) Over Bank Fees	\$ Difference To American National Proposal
American National Bank	\$10,530	\$0
Comerica	515	10,015
J. P. Morgan Chase	(18,097)	28,627
Citibank	(91,805)	102,335

American National Bank emerged as the low proposer for current bank services with a proposal of \$21,600 over the term of the Contract and has proposed additional new treasury services to the City at no charge.

Comerica Bank emerged as the bank with the best interest rate on checking accounts; however, the interest does not offset the difference of the low proposal of American National Bank.

Both American National Bank and Comerica Bank were selected as finalists and were interviewed by City staff for clarifications of their proposals. Comerica provided a demo of their bank's treasury services.

The safe and sound capital adequacy, asset quality, profitability, and liquidity (CAEL) rating of both finalists were a 3 which indicates a midrange score of performing. The CAEL rating by Bankrate employs a series of twenty-two tests to measure the CAEL of each rated financial institution.

CONCLUSION

The City is fortunate to have received Proposals from four highly-qualified financial institutions.

The least cost proposal for current bank services was that of American National Bank. Also, taking into consideration the criteria stated in the Request for Proposals makes American National Bank's proposal the most advantageous for the City. Other factors to consider include the cost involved in changing depository banks.

Therefore, we recommend that the City appoints American National Bank as the Depository Bank of the City for the new three-year contract term with a provision for two one-year continuations under the same terms and conditions of the contract.

It has been a pleasure working with you and your staff on this important project.

Sincerely yours,

ARVIZU FINANCIAL GROUP

A handwritten signature in black ink, appearing to read "Ben Arvizu", with a stylized flourish at the end.

Benjamin Arvizu

BA/jan

Enclosures (Analysis Recap -- Excel Workbook)

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

Tuesday, October 14, 2008

SUBJECT:

Authorization to Purchase Twenty-Seven Replacement Vehicles through the State of Texas and the Houston-Galveston Area Council of Governments' Cooperative Purchasing Programs

STAFF RESOURCE:

Debra Morris, Purchasing Manager
Kevin Hammeke, Director of Finance

ACTION PROPOSED:

Authorization to purchase twenty-seven replacement vehicles

BACKGROUND

In the FY 2008-2009 budget, the City Council funded the purchase of twenty-seven replacement vehicles for various departments. Please refer to the attached detailed vehicle list.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to purchase twenty-seven replacement vehicles through the State of Texas and the Houston-Galveston Area Council of Governments' Contractors:

- Philpott Motors for an amount of \$305,890.37;
- Dallas Dodge for an amount of \$206,379;
- Frazer (through Freeway Ford) for an amount of \$148,975;
- Holiday Chevrolet for an amount of \$81,219.03; and
- Pursuit Safety, Inc. for an amount of \$12,639.50.

BUDGETARY IMPACT

The funding for the replacement vehicles is budgeted in the FY 2009 Replacement Fund.

MOTION

I make a motion to authorize the City Manager to purchase twenty-seven vehicles for various departments through the State of Texas Department of Public Safety and the Houston-Galveston Area Council of Governments' Contractors: Philpott Motors for an amount of \$305,890.37; Dallas Dodge for an amount of \$206,379; Frazer (through Freeway Ford) for an amount of \$148,975; Holiday Chevrolet for an amount of \$81,219.03; and Pursuit Safety, Inc. for an amount of \$12,639.50 for a total amount not to exceed \$755,102.90.

ATTACHMENT

FY 2009 Vehicle Purchase List
Contracts

City of Allen FY 2009 Vehicle Purchase List

Date: 10/08/2008



Line	Department	Vehicle Description	Replacement Fund	Total Purchase Price
1	Police	Dodge Police Charger	6	\$129,966
2		Chevrolet Tahoe Police Pursuit Vehicles	3	\$81,219
3		Dodge Charger	3	\$76,413
4		Ford Crown Vic Police Interceptor	2	\$46,539
5		Ford F250 Animal Control Pickup Truck	1	\$17,966
Police			15	\$352,104
6	Parks and Recreation	Ford F150 Regular Cab Pickup	2	\$36,116
7		Ford F150 Super Cab Pickup	1	\$21,210
Parks and Recreation			3	\$57,326
8	Fire	Ford F450 Ambulance	1	\$148,975
9		Ford F150 Supercab Pickup	2	\$31,712
Fire			3	\$180,687
10	Building & Code	Ford F150 Regular Cab Pickup	1	\$13,876
Building & Code				
11	Planning	Ford F150 Regular Cab Pickup	2	\$34,080
Planning				
12	Engineering	Ford F450 Regular Cab / Chassis	1	\$71,425
Engineering				
13	Water & Sewer	Ford F350 Crew Cab Pickup	1	\$32,378
14		Ford Ranger Super Cab Pickup	1	\$13,227
Water & Sewer			2	\$45,605
GRAND TOTAL			27	\$755,103

**Contract
No.:**

Date Prepared: 9/25/2008

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency: City of Allen		Contractor: Dallas Dodge	
Contact Person: Johnny Thomason		Prepared By: Bert Stull	
Phone:		Phone: 214-319-1289	
Fax:		Fax: 214-319-1306	
Email:		Email: bstull@kag-1.net	
Product Code: C03	Description: 2009 Police Charger		

18607

[illegible]

Description		Cost	Description		Cost
Primary paint black with white doors and roof		1500			
			Subtotal From Additional Sheet(s):		
Check Total: \$15,000.00			Subtotal C:		1500

For this transaction the percentage is: 7%

Description		Cost	Description		Cost
Delivery	each.	55			
E. Total Cost Ref.			Subtotal D: 55		

Quantity Ordered:	6	X Subtotal of A + B + C + D:	21561	=	Subtotal E:	129366
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G. Trade-Ins / Other Allowances / Special Discounts		Subtotal F:	600
---	--	-------------	-----

Description	Cost	Description	Cost
			Subtotal G:

Delivery Date:

TBD

H. Total Purchase Price (E+F+G):

129966

By accepting this estimate and issuing a purchase order for this purchase you agree payment in full will be forwarded within 3 days of vehicle delivery.
Wire Transfer Information Will Be Provided upon request.

Est. # 080237-2

Date – September 15, 2008

Lieutenant Johnny Thomason
Allen Police Department

Signature

Date _____

Name

Title

2009 Texas Department of Public Safety Chevrolet Tahoe Police Pursuit Vehicle

DPS Package includes Preferred Equipment Group, Locking Rear Differential & Head Curtain Side Imp. Air Bags

Texas DPS Chevrolet Tahoe PPV Piggy-Back Vehicle Cost

\$25,350.00

Additional Factory Options - Per Vehicle Pricing

Additional Emergency Equipment - Per Vehicle Pricing

[illegible]

Vehicle Color - **41U Black**
Interior Color - **19D Ebony**

Per Vehicle Sub Total

2 Year Inspection Sticker

Delivery

Documentation Fee

Total Per Vehicle Cost

Quantity Ordered With Above Configuration

Total Vehicle Order Cost

Holiday Chevrolet
1009 Hwy 82 West
Whitesboro, Texas 76273
800-320-6363

By accepting this estimate and issuing a purchase order for this purchase you agree payment in full will be forwarded within 3 days of vehicle delivery.
Wire Transfer Information Will Be Provided upon request.

ESIMATE

Est. # 080237-1

Date – September 15, 2008

Lieutenant Johnny Thomason
Allen Police Department

Signature _____

Date _____

Name _____

Title _____

2009 Texas Department of Public Safety Chevrolet Tahoe Police Pursuit Vehicle

DPS Package includes Preferred Equipment Group, Locking Rear Differential & Head Curtain Side Imp. Air Bags

Texas DPS Chevrolet Tahoe PPV Piggy-Back Vehicle Cost

\$25,350.00

Additional Factory Options - Per Vehicle Pricing

7X6 Left Hand Spotlamp	\$411.50
Paint Doors and Roof White	\$995.00
9G8 DRL Control Delete	\$0.00
B30 Carpeting and Floor Mats	\$173.70
6A6 Dual Batteries	\$101.96

Additional Emergency Equipment - Per Vehicle Pricing

	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
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	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

Vehicle Color - 41U Black

Interior Color - 19D Ebony

Per Vehicle Sub Total	\$27,032.16
2 Year Inspection Sticker	\$23.75
Delivery	\$25.00
Documentation Fee	\$50.00
Total Per Vehicle Cost	\$27,130.91
Quantity Ordered With Above Configuration	2
Toatl Vehicle Order Cost	\$54,261.82

Quantity Ordered With Above Configuration

Toatl Vehicle Order Cost



Date Prepared: 9/25/2008

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Buying Agency: City of Allen		Contractor: Dallas Dodge	
Contact Person: Johnny Thomason		Prepared By: Bert Stull	
Phone: 214-509-4339		Phone: 214-319-1289	
Fax:		Fax: 214-319-1306	
Email:		Email: bstull@kag-1.net	
Product Code: C01	Description: 2009 Dodge Charger		

14906

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
R/T Package	7777		
R/T Convenience group	450		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	8227

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Side air bags	543		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	543

For this transaction the percentage is: 2%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
Delivery	45	2009 R/T base package increase	1550
		Subtotal D:	1595

25271

Quantity Ordered:	3	X Subtotal of A + B + C + D:	25271	=	Subtotal E:	75813
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Subtotal F:	600
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G. Trade-Ins / Other Allowances / Special Discounts

[illegible]

TBD

76413

CONTRACT PRICING WORKSHEET For Standard Equipment Purchases		Contract No.:	VE03-06	Date Prepared:	10/2/08
		<i>This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.</i>			
Buying Agency:	CITY OF ALLEN	Contractor:	PHILPOTT MOTORS		
Contact Person:	DEBRA MORRIS	Prepared By:	CUYLER DODSON		
Phone:	214 509-4630	Phone:	800 370-7490		
Fax:	214 509-4675	Fax:	936 597-5109		
Email:	dmorris@cityofallen.org	Email:	dodson@cebridge.net		
Product Code:	D07	Description:	2009 FORD POLICE INTERCEPTOR		
				\$ 19,443.00	
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:					
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)					
Description	Cost	Description	Cost		
IN FRONT CLOTH BUCKETS / VINYL REAR	INCL.	FLOOR PLAN INTEREST	\$ 408.30		
128 CARPET FLOORS WITH FLOOR MATS	\$ 113.00	LOT INSURANCE	\$ 58.33		
172 GRILLE WIRING	INCL.	59M SIDE IMPACT AIRBAGS	\$ 284.00		
432 KEY ALIKE (1284X)	\$ 48.00				
45C LIMITED SLIP AXLE	\$ 103.00				
51A LEFT SPOTLIGHT	\$ 156.00	COLOR : BLACK ENDS, WHITE ROOF AND DOORS			
SMALL CENTER HUB CAPS	INCL.	INTERIOR : CHARCOAL			
525 SPEED CONTROL	\$ 195.00				
53M RADIO SUPPRESSION	\$ 90.00				
61H DECKLID RELEASE ON DOOR/ IGNITION OPER.	\$ 60.00				
		Subtotal From Additional Sheet(s):	\$ -		
		Subtotal B:	\$ 1,515.63		
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)					
Description	Cost	Description	Cost		
AUX FUSE BLOCK	\$ 65.00	952 TUTONE PAINT	\$ 770.00		
PDI	\$ 80.00	Subtotal From Additional Sheet(s):		\$ -	
2009 4.6L V8 E85 FLEX FUEL / TPMS	\$ 770.00	Subtotal C:		\$ 1,685.00	
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:		8%	
D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)					
Description	Cost	Description	Cost		
DELIVERY 200 MILES @ \$1.50 PER	\$ 300.00				
96C ALL MOLDINGS UNINSTALLED	\$ 26.00				
		Subtotal D:	\$ 326.00		
		\$ 22,969.63			
E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)					
Quantity Ordered:	2	X Subtotal of A + B + C + D:	\$ 22,969.63	=	Subtotal E:
					\$ 45,939.26
F. H-GAC Fee Calculation (From Current Fee Tables)					
G. Trade-Ins / Other Allowances / Special Discounts					
Description	Cost	Description	Cost		
		Subtotal G:	\$ -		
Estimated Delivery Date:		H. Total Purchase Price (E+F+G):		\$ 46,539.26	

		CONTRACT PRICING WORKSHEET For Standard Equipment Purchases		Contract No.:	VE03-06	Date Prepared:	10/2/08																																																				
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Buying Agency:		CITY OF ALLEN ANIMAL CONTROL		Contractor:		PHILPOTT MOTORS																																																					
Contact Person:		DEBRA MORRIS		Prepared By:		CUYLER DODSON																																																					
Phone:		214 509-4630		Phone:		800 370-7490																																																					
Fax:		214 509-4675		Fax:		936 597-5109																																																					
Email:		dmorris@cityofallen.org		Email:		dodson@cebridge.net																																																					
Product Code:		D26		description:		2009 FORD F250 REG. CAB PICKUP L.W.B. 8' BED																																																					
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:						\$ 14,933.00																																																					
<p>B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)</p> <table border="1"> <thead> <tr> <th>Description</th> <th>Cost</th> <th>Description</th> <th>Cost</th> </tr> </thead> <tbody> <tr> <td>572 A / C</td> <td>\$ 621.00</td> <td></td> <td></td> </tr> <tr> <td>995 5.4 L V8 ENGINE</td> <td>INCL.</td> <td></td> <td></td> </tr> <tr> <td>44T AUTO TRANS</td> <td>\$ 1,088.00</td> <td></td> <td></td> </tr> <tr> <td>90L POWER EQUIPMENT GROUP</td> <td>\$ 410.00</td> <td>COLOR : WHITE</td> <td></td> </tr> <tr> <td>54K POWER TOW MIRRORS</td> <td>\$ 169.00</td> <td>INTERIOR: MRD. STONE VINYL</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="2">Total From Additional Sheet(s):</td> <td colspan="2">Subtotal From Additional Sheet(s): \$</td> </tr> <tr> <td colspan="2"></td> <td colspan="2">Subtotal B: \$ 2,288.00</td> </tr> </tbody> </table>								Description	Cost	Description	Cost	572 A / C	\$ 621.00			995 5.4 L V8 ENGINE	INCL.			44T AUTO TRANS	\$ 1,088.00			90L POWER EQUIPMENT GROUP	\$ 410.00	COLOR : WHITE		54K POWER TOW MIRRORS	\$ 169.00	INTERIOR: MRD. STONE VINYL																						Total From Additional Sheet(s):		Subtotal From Additional Sheet(s): \$				Subtotal B: \$ 2,288.00	
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DELIVERY 200 MILES @ \$1.50 PER	\$ 300.00																																																										
		Subtotal D: \$ 300.00																																																									
E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)						\$ 17,966.25																																																					
Quantity Ordered:		1		X Subtotal of A + B + C + D:		\$ 17,966.25																																																					
						Subtotal E: \$ 17,966.25																																																					
F. H-GAC Fee Calculation (From Current Fee Tables)						Subtotal F: \$ -																																																					
G. Trade-Ins / Other Allowances / Special Discounts																																																											
Description		Cost		Description		Cost																																																					
						Subtotal G: \$ -																																																					
Estimated Delivery Date:				H. Total Purchase Price (E+F+G):																																																							
				\$ 17,966.25																																																							

[illegible]

31,060.40



PAGE 2--ADDITIONAL OPTIONS

**Contract
No.:**

VE03-06

Date Prepared:

10/2/08

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC@713-993-45

Buying Agency:	CITY OF ALLEN Horticulture / Forestry	Contractor:	PHILPOTT MOTORS
Contact Person:	DEBRA MORRIS	Prepared By:	CUYLER DODSON
Phone:	214 509-4630	Phone:	800 370-7490
Fax:	214 509-4675	Fax:	936 597-5109
Email:	dmorris@cityofallen.org	Email:	dodson@cebridge.net
Product Code:		Description:	

B. Additional Published Options to be added to page 1

[illegible]

Subtotal B:	\$
--------------------	----

C. Additional Unpublished Options to be added to page 1

[illegible]

Subtotal C:	\$	4,410.00
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1433.00

12

CONTRACT PRICING WORKSHEET For Standard Equipment Purchases		Contract No.:	VE03-06	Date Prepared:	10/2/08
		<i>This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.</i>			
Buying Agency:	CITY OF ALLEN PARK OPERATIONS	Contractor:	PHILPOTT MOTORS		
Contact Person:	DEBRA MORRIS	Prepared By:	CUYLER DODSON		
Phone:	214 509-4630	Phone:	800 370-7490		
Fax:	214 509-4675	Fax:	936 597-5109		
Email:	dmorris@cityofallen.org	Email:	dodson@cebridge.net		
Product Code:	D24	Description:	2009 FORD F150 SUPER CAB PICKUP SWB 6-1/2' BED		
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:					\$ 14,992.00
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)					
Description	Cost	Description	Cost		
99W 4.6 L V8 ENGINE	INCL.				
44Q AUTO TRANS	INCL.				
XB6 LIMITED SLIP AXLE	\$ 270.00				
52N SPEED CONTROL	\$ 125.00	COLOR: WHITE			
535 TRAILER TOWING CLASS III WITH HITCH	\$ 221.00	INTERIOR: 40 / 20 / 40 STONE CLOTH BENCH			
85A POWER EQUIPMENT GROUP	\$ 777.00				
FLOOR PLAN (45) DAYS	\$ 423.42				
LOT INSURANCE (45) DAYS	\$ 60.49				
		Subtotal From Additional Sheet(s):		\$ -	
				Subtotal B: \$ 1,876.91	
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)					
Description	Cost	Description	Cost		
PDI	\$ 80.00				
		Subtotal From Additional Sheet(s):		\$ 4,410.00	
				Subtotal C: \$ 4,490.00	
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).			For this transaction the percentage is:		27%
D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)					
Description	Cost	Description	Cost		
DELIVERY 200 MILES @ \$1.50 PER	\$ 300.00				
		Subtotal D: \$ 300.00			
E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)				\$ 21,658.91	
Quantity Ordered:	1	X Subtotal of A + B + C + D:	\$ 21,658.91	=	Subtotal E: \$ 21,658.91
F. H-GAC Fee Calculation (From Current Fee Tables)				Subtotal F: \$ -	
G. Trade-Ins / Other Allowances / Special Discounts					
Description	Cost	Description	Cost		
		Subtotal G: \$ -			
Estimated Delivery Date:			H. Total Purchase Price (E+F+G): \$ 21,658.91		

⑦

18,681.91

	PAGE 2--ADDITIONAL OPTIONS	Contract No.: VE03-06	Date Prepared: 10/2/08																		
<i>This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-45</i>																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Buying Agency:</td> <td>CITY OF ALLEN PARK OPERATIONS</td> </tr> <tr> <td>Contact Person:</td> <td>DEBRA MORRIS</td> </tr> <tr> <td>Phone:</td> <td>214 509-4630</td> </tr> <tr> <td>Fax:</td> <td>214 509-4675</td> </tr> <tr> <td>Email:</td> <td>dmorris@cityofallen.org</td> </tr> </table>	Buying Agency:	CITY OF ALLEN PARK OPERATIONS	Contact Person:	DEBRA MORRIS	Phone:	214 509-4630	Fax:	214 509-4675	Email:	dmorris@cityofallen.org	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Contractor:</td> <td>PHILPOTT MOTORS</td> </tr> <tr> <td>Prepared By:</td> <td>CUYLER DODSON</td> </tr> <tr> <td>Phone:</td> <td>800 370-7490</td> </tr> <tr> <td>Fax:</td> <td>936 597-5109</td> </tr> <tr> <td>Email:</td> <td>dodson@cebridge.net</td> </tr> </table>	Contractor:	PHILPOTT MOTORS	Prepared By:	CUYLER DODSON	Phone:	800 370-7490	Fax:	936 597-5109	Email:	dodson@cebridge.net
Buying Agency:	CITY OF ALLEN PARK OPERATIONS																				
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Email:	dodson@cebridge.net																				
Product Code:	Description:																				
B. Additional Published Options to be added to page 1																					
Description	Cost	Description	Cost																		
Subtotal B:			\$ -																		
C. Additional Unpublished Options to be added to page 1																					
Description	Cost	Description	Cost																		
SPRAY-IN-BEDLINER	\$ 442.00																				
HEADACHE RACK	\$ 355.00																				
RKI SIGLE LID TOOLBOX MOD.#M60U1MN	\$ 636.00																				
WHELEN LIBERTY LED W.SX2AAAATA BAR	\$ 2,357.00																				
WITH TRAFFIC ADVISOR	INCL.	Remove LED Lights from Philpott order. Order reduction of \$2977.00, revised total \$18,681.91																			
HIDDEN STROBES 2-SIDE MARKER LAMPS,	\$ 525.00																				
2-REAR TAIL LIGHTS, 4-OUTLET POWER	INCL.	Place order with Pursuit for LED Lights at \$2527.90																			
SUPPLY	INCL.																				
LIGHTED ROCKER SWITCHS	\$ 95.00																				
Subtotal C:			\$ 4,410.00																		

1433.00

⑧



COPY

September 3, 2008

Chief Kenneth Lindsey
Allen Fire Department
Email: klindsey@cityofallen.org

Quote # 5643-HGAC

Chief Lindsey,

Below is itemized pricing from contract number AM04-08 for one (1) Type I 14' Generator Powered Module mounted on a Ford F-450 6.4L diesel chassis.

HA08: Type I 14' on Ford F-450 Diesel DRW Cab/Chassis, Gen Pwr Mod \$ 113,000.00

Published Options (Form E):

26	Granning air suspension system	\$	5,000.00
70	3M Opticom off door switch	\$	1,700.00
247	Lighting modification from base (x 6)	\$	3,000.00
179	Cabinet aft of CPR seat on taller 12' unit or 14' unit	\$	1,000.00
9	Paint Type I or Type III 14' module and chassis two-tone	\$	4,200.00
217	Single 10" 3M reflective stripe with non-reflective pinstripe and basic reflective lettering	\$	1,900.00
212	3M diamond grade conspicuity tape in Chevron pattern on rear of module including entry doors	\$	1,400.00
214	3M reflective stripe on panel of exterior compartments	\$	200.00
142	Air Liquide electric oxygen system with digital monitor, includes oxygen regulator and cylinder changing wrench	\$	1,150.00
38	Dual Kussmaul 20 amp auto ejects with red or yellow covers in lieu of std. on rear or side of module	\$	950.00
48	Exterior treadbrite on front corners, over wheel wells and in rear in lieu of std.	\$	200.00
174	Squad bench cabinet with padding on the end	\$	500.00
157	3 receptacle 12VDC outlet with medical diode isolator	\$	150.00
197	EVS captain's chair with built-in child safety seat	\$	700.00
57	Remote Onan START/ STOP switch at rear doors or action wall	\$	225.00
14	Black nerf bars extending length of chassis	\$	400.00
91	Furnish and install two (2) SCBA brackets	\$	350.00
93	Install coat hook (each) (x 4)	\$	200.00
208	Allure AMM200 or NCE H7000 Lifepak bracket for Lifepak without battery	\$	675.00
343	Stryker MX-PRO R3 cot w/ foot end oxygen bottle holder, X-frame guards, and antler & bar (All products listed in the current Stryker "List Price Book" ; in Section 2)	\$	5,200.00
118	2 high powder coated aluminum "D" cylinder holder	\$	150.00
128	Paramedic Design holder PD-I above squad bench	\$	450.00
116	Large aluminum map holder (each) (x 3)	\$	525.00

35	Helms automotive manuals for chassis on DVD	\$	250.00
237	Install miscellaneous equipment (x 6)	\$	3,000.00
162	Digital clock	\$	150.00
167	Extra sharps container and bracket	\$	75.00
94	Lips in backboard storage compartment	\$	350.00
96	Horizontal shelf in front backboard compartment (each) (x 2)	\$	200.00

Unpublished Options:

Bolster cabinet	\$	250.00
Large trash can and bracket on passenger's side rear-entry door	\$	100.00
MDT plate on console	\$	50.00
(1) additional dump for air suspension	\$	325.00

Module and chassis	\$ 113,000.00
Published Options	\$ 34,250.00
Unpublished Options	\$ 725.00
HGAC	\$ 1,000.00
Total	\$ 148,975.00

Please make your purchase order out to Freeway Ford (6445 Southwest Freeway, Houston, TX 77074). Please email a copy of your purchase order and this quote to Tim Kettle with Freeway Ford at tkettle@freeway-ford.com, LaWanda James with HGAC at lawanda.james@h-gac.com, and to Laura Richardson at lrichardson@frazerbilt.com.

Thank you for the opportunity to quote this job. If you have any questions please call me at 888-372-9371.

Best Regards,



Laura Richardson
Frazer, Ltd.

LGR:KL.



CONTRACT PRICING WORKSHEET

For Standard Equipment Purchases

Contract
No.:

VE03-06

Date
Prepared:

10/2/08

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	CITY OF ALLEN Fire Department	Contractor:	PHILPOIT MOTORS
Contact Person:	DEBRA MORRIS	Prepared By:	CUYLER DODSON
Phone:	214 509-4630	Phone:	800 370-7490
Fax:	214 509-4675	Fax:	936 597-5109
Email:	dmorris@cityofallen.org	Email:	dodson@cebridge.net

Product Code:	D24	description:	2009 FORD F150 SUPER CAB PICKUP SWB 6-1/2' BED
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

\$	14,992.00
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B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

[illegible]

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description		Cost	Description		Cost
PDI		\$ 80.00			
			Subtotal From Additional Sheet(s):		\$ -
			Subtotal C:		\$ 80.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is: 1%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY 200 MILES @ \$1.50 PER	\$ 300.00		
E Total Cost E =		Subtotal D:	\$ 300.00

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)

\$ 15,855.91

Quantity Ordered:

2

X Subtotal of A + B + C + D:	\$ 15,855.91
-------------------------------------	---------------------

1

Subtotal E:	\$ 31,711.82
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F. H-GAC Fee Calculation (From Current Fee Tables)

Subtotal F:	\$	-
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G. Trade-ins / Other Allowances / Special Discounts

[illegible]**Estimated Delivery Date:**

H. Total Purchase Price (E+F+G):	\$ 31,711.82
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		CONTRACT PRICING WORKSHEET For Standard Equipment Purchases		Contract No.: VE03-06	Date Prepared: 10/2/08
This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.					
Buying Agency:	CITY OF ALLEN Building / Code	Contractor:	PHILPOTT MOTORS		
Contact Person:	DEBRA MORRIS	Prepared By:	CUYLER DODSON		
Phone:	214 509-4630	Phone:	800 370-7490		
Fax:	214 509-4675	Fax:	936 597-5109		
Email:	dorris@cityofallen.org	Email:	dodson@cebridge.net		
Product Code:	D23	Description:	2009 FORD F150 REG. CAB PICKUP 4X4		
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:					\$ 17,415.00
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)					
Description	Cost	Description	Cost		
99W 4.6 L V8 ENGINE	INCL.				
44Q AUTO TRANS	INCL.				
FLOOR PLAN (45) DAYS	\$ 423.42				
LOT INSURANCE (45) DAYS	\$ 60.49	COLOR : WHITE			
		INTERIOR : 40 / 20 / 40 STONE VINYL BENCH			
Total From Additional Sheet(s):		Subtotal From Additional Sheet(s):		\$ -	
		Subtotal B:		\$ 483.91	
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)					
Description	Cost	Description	Cost		
PDI	\$ 80.00				
F12 F150 4X2 REG. CAB 126" WHEELBASE 6-1/2' BED WITH 4.6 L V8 ENGINE	\$ (4,402.71)				
	INCL.				
		Subtotal From Additional Sheet(s):		\$ -	
		Subtotal C:		\$ (4,322.71)	
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).				For this transaction the percentage is: -24%	
D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)					
Description	Cost	Description	Cost		
DELIVERY 200 MILES @ \$1.50 PER	\$ 300.00				
		Subtotal D:		\$ 300.00	
E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)					
Quantity Ordered:	1	X Subtotal of A + B + C + D:	\$ 13,876.20	=	Subtotal E: \$ 13,876.20
F. H-GAC Fee Calculation (From Current Fee Tables)					
		Subtotal F:		\$ -	
G. Trade-Ins / Other Allowances / Special Discounts					
Description	Cost	Description	Cost		
		Subtotal G:		\$ -	
Estimated Delivery Date:		H. Total Purchase Price (E+F+G):			
		\$ 13,876.20			

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		CONTRACT PRICING WORKSHEET For Standard Equipment Purchases		Contract No.: VE03-06	Date Prepared: 10/2/08
This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.					
Buying Agency:	CITY OF ALLEN Planning	Contractor:	PHILPOTT MOTORS		
Contact Person:	DEBRA MORRIS	Prepared By:	CUYLER DODSON		
Phone:	214 509-4630	Phone:	800 370-7490		
Fax:	214 509-4675	Fax:	936 597-5109		
Email:	dmorris@cityofallen.org	Email:	dodson@cebridge.net		
Product Code:	D23	Description:	2009 FORD F150 REG. CAB PICKUP 4X4		
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:					\$ 17,415.00
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)					
Description	Cost	Description	Cost		
99W 4.6 L V8 ENGINE	INCL.				
44Q AUTO TRANS	INCL.				
FLOOR PLAN (45) DAYS	\$ 423.42				
LOT INSURANCE (45) DAYS	\$ 60.49	COLOR : WHITE			
		INTERIOR: 40 / 20 / 40 STONE CLOTH BENCH			
Subtotal From Additional Sheet(s):		Subtotal From Additional Sheet(s):		\$ -	
		Subtotal B:		\$ 483.91	
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)					
Description	Cost	Description	Cost		
PDI	\$ 80.00				
F12 F150 4X2 REG. CAB 126" WHEELBASE 6-1/2' BED WITH 4.6 L V8 ENGINE	\$ (4,402.71)				
	INCL.				
		Subtotal From Additional Sheet(s):		\$ 3,613.00	
		Subtotal C:		\$ (709.71)	
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).				For this transaction the percentage is: -4%	
D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)					
Description	Cost	Description	Cost		
DELIVERY 200 MILES @ \$1.50 PER	\$ 300.00				
		Subtotal D:		\$ 300.00	
E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D): \$ 17,489.20					
Quantity Ordered:	2	X Subtotal of A + B + C + D:	\$ 17,489.20	=	Subtotal E:
F. H-GAC Fee Calculation (From Current Fee Tables)				Subtotal F:	
				\$ -	
G. Trade-Ins / Other Allowances / Special Discounts					
Description	Cost	Description	Cost		
		Subtotal G:		\$ -	
Estimated Delivery Date:		H. Total Purchase Price (E+F+G):		\$ 34,978.40	

1272.00

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		CONTRACT PRICING WORKSHEET For Standard Equipment Purchases		Contract No.:	HT11-07	Date Prepared:	10/2/08
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This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency: CITY OF ALLEN Engineering Dept.	Contractor: PHILPOTT MOTORS
Contact Person: DEBRA MORRIS	Prepared By: CUYLER DODSON
Phone: 214 509-4630	Phone: 800 370-7490
Fax: 214 509-4675	Fax: 936 597-5109
Email: dmorris@cityofallen.org	Email: dodson@cebridge.net

Product Code: DA	Description: 2009 FORD F450 REG. CAB / CHASSIS
------------------	--

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 20,421.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
 (Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
VS VINYL BENCH	INCL.	VERSALIFT VO-36-I 36'	\$ 40,449.92
44B AUTO TRANS	\$ 1,292.00		
572 A / C	\$ 688.00	note: pricing based on payment for chassis at time of delivery	
W165 165" WHEELBASE 84" C.A.	\$ 175.00	to body upfitter to city specifications @\$25,906.13. balance	
X8L LIMITED SLIP AXLE	\$ 252.00	due upon delivery to city @ \$47,991.00.	
62R TRANS PTO PROVISION	\$ 233.00		
60G SPEACIAL VALUE LTD PKG.	\$ 383.00		
47B BODY BUILDERS PREP.	\$ 265.00		
X46 SUPERCAB UPGRADE	\$ 1,883.00		
Total From Additional Sheet(s):		Subtotal From Additional Sheet(s):	\$ -
			Subtotal B: \$ 45,620.92

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
 (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
67H HD SUSPENSION	\$ 117.13	SST-37-ENH 41' 12.7M WORKING HEIGHT AERIAL	\$ (288.92)
PDI	\$ 80.00	LIFT AS QUOTE #VSW-1268(REV 2)	\$ 1,725.00
EMISSIONS AND GPC 2009	\$ 2,400.00		
		Subtotal C:	\$ 4,033.21

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	6%
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D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY AND TRAINING	\$ 350.00		
		Subtotal D:	\$ 350.00

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) \$ 70,425.13

Quantity Ordered: 1	X Subtotal of A + B + C + D:	\$ 70,425.13	=	Subtotal E: \$ 70,425.13
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F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** \$ 1,000.00

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
			Subtotal G:	\$ -

Estimated Delivery Date:	H. Total Purchase Price (E+F+G): \$ 71,425.13
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City of Allen - Vehicle Unit *10/2/08*

		PAGE 2--ADDITIONAL OPTIONS		Contract No.: VE03-06	Date Prepared: 9/5/08
<i>This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-45</i>					
Buying Agency: CITY OF ALLEN Engineering Dept.		Contractor: PHILPOTT MOTORS			
Contact Person: DAVE WHITEHEAD		Prepared By: CUYLER DODSON			
Phone: 214 509-4580		Phone: 800 370-7490			
Fax: 214 509-4590		Fax: 936 597-5109			
Email: 0		Email: dodson@oebridge.net			
Product Code:		Description:			
B. Additional Published Options to be added to page 1					
Description		Cost	Description		Cost
				Subtotal B:	\$ -
C. Additional Unpublished Options to be added to page 1					
Description		Cost	Description		Cost
XANTREX PURE SINE 1800 WATT INVERTER		\$ 1,725.00			
				Subtotal C:	\$ 1,725.00

13

[illegible]

26

Pursuit Safety, Inc.

Pursuit Public Safety Light Bars and Strobe Lights

- Parks and Recreation Quantity 3 Ford F150
- Planning Quantity 2 Ford F150

- Light Bar \$1630.00
- Light Bar Labor \$163.13
- Strobes \$360.00
- Strobe Labor \$146.26
- Misc Lights \$127.26
- Misc Lights Labor \$101.25

\$2527.90 x 5 Vehicles
Total Purchase from Pursuit = \$12,639.50

This approach will save \$449/truck over buying all of the equipment installed by Philpott.

Reference Annual Contract 2005-5-174, Effective 9/1/2008 - 8/31/2009

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:	Tuesday, October 14, 2008
SUBJECT:	Assignment of Agreements for the Hilton Garden Inn
STAFF RESOURCE:	Peter H. Vargas, City Manager
PREVIOUS COUNCIL ACTION:	<p>On March 15, 2001, City Council authorized the Second Amendment to the Civic Center Development and Lease Agreement.</p> <p>On April 1, 1999, City Council authorized an agreement with Second Century Investments for development and lease of a Civic Center.</p>
ACTION PROPOSED:	Approval of the Assignment of Agreements

BACKGROUND

The City is approving an assignment of the Second Amended and Restated Tax Abatement Agreement among the City of Allen, Collin County and the Collin County College District and SCI Allen Hotel Ltd., a Texas limited partnership to Apple Nine SPE Allen, Inc., a Virginia corporation which is purchasing the property from SCI Allen Hotel Ltd.

The City is also approving an assignment of the Third Amended And Restated Allen Civic Center Development and Lease Agreement between the City and SCI Allen Hotel Ltd., a Texas limited partnership to Apple Nine SPE Allen, Inc., a Virginia corporation which is purchasing the property.

The original agreements required that the City approve the assignment of the tax abatement and lease agreement to new ownership.

In April 1999, the Allen City Council approved a lease agreement and tax abatement with Second Century Investments (SCI) for the development of a five-story Hilton Garden Inn with 120 guestrooms and 12,000 square feet of conference space. In May 2000, the project was enhanced to a six-story hotel with 150 guestrooms and a redesigned conference and convention area with additional meeting rooms. The lease agreement provides for the payment of rent by the City in the amount of 100% of the hotel occupancy tax received from the property for the first five years and 50% of the hotel occupancy tax for the next five years.

We are now in the seventh year of the lease agreement, with four years left at the payment rate

of 50% of the hotel occupancy tax received.

The tax abatement includes real and personal property at the rate of 80% for five years. The tax abatement incorporates the value of \$10.5 million. The tax abatement obligation has been fulfilled and the City is no longer abating 80% of the real and personal property value.

In July 2002, the City approved a Civic Center Management Agreement with Second Century Investments stipulating that SCI will maintain, manage and operate the Allen Civic Center on behalf of the City. The City is entitled to use the Main Ballroom and other meeting rooms without charge or cost six times per year.

STAFF RECOMMENDATION

Approve the assignment of the Second Amended and Restated Tax Abatement Agreement and the assignment of the Third Amended and Restated Allen Civic Center Development and Lease Agreement.

MOTION

I make a motion to approve the assignment of the Second Amended and Restated Tax Abatement Agreement by and among the City of Allen, Collin County, Collin County College District and SCI Allen Hotel Ltd., a Texas limited partnership to Apple Nine SPE Allen, Inc., a Virginia corporation and the assignment of the Third Amended and Restated Allen Civic Center Development and Lease Agreement between the City and SCI Allen Hotel Ltd., a Texas limited partnership to Apple Nine SPE Allen, Inc., a Virginia corporation and authorize the City Manager to execute the assignments on behalf of the City and any other documents or instruments related to any agreements between the City and SCI Allen Hotel Ltd., a Texas limited partnership necessary to effect the purchase of the property by Apple Nine SPE Allen, Inc.

ATTACHMENT

Second Amended and Restated Tax Abatement Agreement -- 'Exhibit A' will be provided at the Council Meeting

Third Amended and Restated Allen Civic Center Development and Lease Agreement -- 'Exhibit A' will be provided at the Council Meeting

**ASSIGNMENT AND ASSUMPTION OF SECOND AMENDED AND RESTATED TAX
ABATEMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF SECOND AMENDED AND RESTATED TAX ABATEMENT AGREEMENT ("Assignment"), is executed and delivered as of _____, 2008 (the "Effective Date"), by and among SCI Allen Hotel Ltd., a Texas limited partnership ("Assignor"), Apple Nine SPE Allen, Inc., a Virginia corporation ("Assignee"), the City of Allen, Texas (the "City"), the County of Collin, Texas (the "County") and Collin County Community College District (the "College District", and together with the City and the County, collectively, the "Taxing Authorities").

WITNESSETH:

WHEREAS, Assignor and Assignee, as successor in interest to Apple Nine Hospitality Ownership, Inc., a Virginia corporation, have entered into a Purchase Contract dated as of August 1, 2008, as from time to time amended (the "Agreement"), wherein Assignee has agreed to purchase from Assignor that certain 150-room hotel property commonly known as the Hilton Garden Inn Dallas/Allen located at 705 Central Expressway South, Allen, Texas 75013 (the "Hotel");

WHEREAS, in connection with such transaction, Assignor desires to assign to Assignee all of Assignor's right, title, estate and interest in and to that certain Second Amended and Restated Tax Abatement Agreement, by and between Second Century Investments ("SCI"), predecessor-in-interest to Assignor and the Taxing Authorities, dated as of March 15, 2001, filed April 30, 2001, recorded in/under Volume 4907, page 1333 of the Real Property Records of Collin County, Texas, as affected by that certain letter agreement (the "Letter Agreement"), filed April 30, 2001, recorded in/under Volume 4907, page 1418 of the Real Property Records of Collin County, Texas, and as assigned by that certain Assignment and Assumption Agreement between SCI and Assignor, filed April 30, 2001, recorded in/under Volume 4907, page 1375 of the Real Property Records of Collin County, Texas (as affected by the letter agreement, and as assigned, the "Abatement Agreement") (a copy of the Abatement Agreement is attached hereto as **Exhibit A**); and

WHEREAS, Assignee desires to accept such assignment in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and sufficient consideration, the parties hereto agree as follows:

1. Effective as of the Effective Date, Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Abatement Agreement.
2. Assignee hereby assumes all of the obligations of Assignor under the Abatement Agreement assigned hereby to the extent such obligations first arise, are first incurred or are first required to be performed after the Effective Date, and Assignor shall remain responsible for its obligations under the Abatement Agreement assumed hereby to the extent

such obligations first arise, are first incurred or are first required to be performed prior to the Effective Date.

3. Assignor agrees to indemnify, defend and hold Assignee harmless from and against all costs, demands, expenses, liabilities or obligations arising or accruing under the Abatement Agreement prior to the Effective Date for which Assignor remains liable under this Assignment. Assignee agrees to indemnify, defend and hold Assignor harmless from and against all costs, demands, expenses, liabilities or obligations arising or accruing under the Abatement Agreement from and after the Effective Date for which Assignee has agreed to be liable under this Assignment. The obligations of this Assignment shall survive the closing of the transaction contemplated by the Agreement.

4. This Assignment is being executed and delivered as a condition to the Agreement and is expressly made subject to and with the benefit of the representations, warranties, covenants, terms, conditions, limitations and other provisions of the Agreement, which are incorporated herein by reference. In the event of any conflict between the representations, warranties, covenants, terms, conditions, limitations and other provisions of the Agreement and this Assignment, the representations, warranties, covenants, terms, conditions, limitations and other provisions of the Agreement shall prevail and be controlling. Notwithstanding the foregoing, Assignor represents and warrants to Assignee that Assignor has fully complied with the terms of the Abatement Agreement and that no event of default exists under the Abatement Agreement nor has Assignor given or received notice of an event of a default or any other event which would permit the Taxing Authorities to recapture the tax revenues under the Abatement Agreement. Capitalized terms used herein without definition which are defined in the Agreement shall have the meanings given to those terms in the Agreement.

5. Pursuant to Section 25 of the Abatement Agreement the City hereby acknowledges that Assignor has agreed to sell the Hotel to Assignee, and in connection therewith, the City consents to the assignment of the Abatement Agreement. The Tax Authorities also hereby acknowledge that: (i) the Abatement Agreement is in full force and effect, (ii) that set forth on Exhibit A is the full and complete copy of the Abatement Agreement and it has not been amended, revoked or modified, (iii) Assignor is not in default under the Abatement Agreement, nor has the undersigned sent any notice to Assignor, which if not cured within the applicable cure period under the Abatement Agreement could result in a default thereunder, (iv) the undersigned is not aware of any circumstance or situation which could, upon the giving of notice to Assignor and Assignor's failure to cure, would constitute a default under the Abatement Agreement, and (v) the Abatement Agreement commenced on _____ and expires on _____.

6. This Assignment may be modified, amended or otherwise altered only in writing, signed by Assignor and Assignee, or their respective successors or assigns.

7. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. This Assignment may be executed in two or more counterparts with the same effect as if all parties had executed the same document.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

ASSIGNOR:

SCI Allen Hotel, Ltd.

By: SCI Allen Hotel G.P., LLC, its general partner

Robert F. Voelker, its President

ASSIGNEE:

Apple Nine SPE Allen, Inc.

By: _____
Name: _____
Title: _____

THE TAXING AUTHORITIES:

CITY OF ALLEN, TEXAS

By: _____
Name: _____
Title: _____

COUNTY OF COLLIN, TEXAS

By: _____
Name: _____
Title: _____

COLLIN COUNTY COMMUNITY COLLEGE
DISTRICT

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, did personally appear SCI Allen Hotel, Ltd., by SCI Allen Hotel, G.P., LLC, its general partner, by Robert F. Voelker, president, who acknowledged to me that he did sign the foregoing instrument as such president and that the same is his free act and deed, both individually and as such president of said company. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, _____ this _____ day of _____, 2008.

NOTARY PUBLIC
My commission expires: _____

COMMONWEALTH OF VIRGINIA)
) SS:
CITY OF RICHMOND)

BEFORE ME, a Notary Public in and for said County and State, did personally appear Apple Nine SPE Allen, Inc., a Virginia corporation, by _____, its _____, who acknowledged to me that _____ did sign the foregoing instrument as such _____ and that the same is _____ free act and deed, both individually and as such _____. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Richmond, Virginia this _____ day of _____, 2008.

NOTARY PUBLIC
My commission expires: _____
Notary Registration No.: _____

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, did personally appear _____, by _____, its _____, who acknowledged to me that _____ did sign the foregoing instrument as such _____ and that the same is _____ free act and deed, both individually and as such _____ of _____. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, _____ this _____ day of _____, 2008.

NOTARY PUBLIC
My commission expires: _____

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, did personally appear _____, by _____, its _____, who acknowledged to me that ___ did sign the foregoing instrument as such _____ and that the same is ___ free act and deed, both individually and as such _____ of _____. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, _____ this _____ day of _____, 2008.

NOTARY PUBLIC
My commission expires:_____

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, did personally appear _____, by _____, its _____, who acknowledged to me that ___ did sign the foregoing instrument as such _____ and that the same is ___ free act and deed, both individually and as such _____ of _____. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, _____ this _____ day of _____, 2008.

NOTARY PUBLIC
My commission expires:_____

This instrument prepared by:
Michael DeMinico, Esq.
BAKER & HOSTETLER LLP
3200 National City Center
1900 East 9th Street
Cleveland, Ohio 44114
(216) 621-0200

EXHIBIT A

[see attached copy of the Abatement Agreement]

**ASSIGNMENT AND ASSUMPTION OF THIRD AMENDED AND RESTATED ALLEN
CIVIC CENTER DEVELOPMENT AND LEASE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF THIRD AMENDED AND RESTATED ALLEN CIVIC CENTER DEVELOPMENT AND LEASE AGREEMENT ("Assignment"), is executed and delivered as of _____, 2008 (the "Effective Date"), by and among SCI Allen Hotel Ltd., a Texas limited partnership ("Assignor"), Apple Nine SPE Allen, Inc., a Virginia corporation ("Assignee") and the City of Allen, Texas (the "City").

WITNESSETH:

WHEREAS, Assignor and Assignee, as successor in interest to Apple Nine Hospitality Ownership, Inc., a Virginia corporation, have entered into a Purchase Contract dated as of August 1, 2008, as from time to time amended (the "Agreement"), wherein Assignee has agreed to purchase from Assignor that certain 150-room hotel property commonly known as the Hilton Garden Inn Dallas/Allen located at 705 Central Expressway South, Allen, Texas 75013 (the "Hotel");

WHEREAS, in connection with such transaction, Assignor desires to assign to Assignee all of Assignor's right, title, estate and interest in and to that certain Third Amended and Restated Allen Civic Center Development and Lease Agreement, by and between Second Century Investments ("SCI"), predecessor-in-interest to Assignor and the City, dated as of April 24, 2001, filed April 30, 2001, recorded in/under Volume 4907, page 1350 of the Real Property Records of Collin County, Texas, as assigned by that certain Assignment and Assumption Agreement between SCI and Assignor, filed April 30, 2001, recorded in/under Volume 4907, page 1375 of the Real Property Records of Collin County, Texas (as assigned, the "Lease") (a copy of the Lease is attached hereto as **Exhibit A**); and

WHEREAS, Assignee desires to accept such assignment in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and sufficient consideration, the parties hereto agree as follows:

1. Effective as of the Effective Date, Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Lease.

2. Assignee hereby assumes all of the obligations of Assignor under the Lease assigned hereby to the extent such obligations first arise, are first incurred or are first required to be performed after the Effective Date, and Assignor shall remain responsible for its obligations under the Lease assumed hereby to the extent such obligations first arise, are first incurred or are first required to be performed prior to the Effective Date.

3. Assignor agrees to indemnify, defend and hold Assignee harmless from and against all costs, demands, expenses, liabilities or obligations arising or accruing under the Lease prior to the Effective Date for which Assignor remains liable under this Assignment. Assignee agrees to indemnify, defend and hold Assignor harmless from and against all costs,

demands, expenses, liabilities or obligations arising or accruing under the Lease from and after the Effective Date for which Assignee has agreed to be liable under this Assignment. The obligations of this Assignment shall survive the closing of the transaction contemplated by the Agreement.

4. This Assignment is being executed and delivered as a condition to the Agreement and is expressly made subject to and with the benefit of the representations, warranties, covenants, terms, conditions, limitations and other provisions of the Agreement, which are incorporated herein by reference. In the event of any conflict between the representations, warranties, covenants, terms, conditions, limitations and other provisions of the Agreement and this Assignment, the representations, warranties, covenants, terms, conditions, limitations and other provisions of the Agreement shall prevail and be controlling. Notwithstanding the foregoing, Assignor represents and warrants to Assignee that Assignor has fully complied with the terms of the Lease and no event of default exists under the Lease nor has Assignor given or received notice of an event of default which with the passage of time will result in a default under the Lease. Capitalized terms used herein without definition which are defined in the Agreement shall have the meanings given to those terms in the Agreement.

5. Pursuant to Section 22 of the Lease, the City acknowledges that Assignor has agreed to sell the Hotel to Assignee, and in connection therewith, the City consents to the assignment of the Lease. The City acknowledges that: (i) the Lease is in full force and effect, (ii) that set forth on Exhibit A is the full and complete Lease and it has not been amended, revoked or modified, (iii) Assignor is not in default under the Lease, nor has the City sent any notice to Assignor, which if not cured within the applicable cure period under the Lease could result in a default thereunder, (iv) the City is not aware of any circumstance or situation which could, upon the giving of notice to Assignor and Assignor's failure to cure, would constitute a default under the Lease, and (v) the Lease commenced on _____ and expires on _____.

6. This Assignment may be modified, amended or otherwise altered only in writing, signed by Assignor and Assignee, or their respective successors or assigns.

7. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

8. This Assignment may be executed in two or more counterparts with the same effect as if all parties had executed the same document.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

ASSIGNOR:

SCI Allen Hotel, Ltd.

By: SCI Allen Hotel G.P., LLC, its general partner

Robert F. Voelker, its President

ASSIGNEE:

Apple Nine SPE Allen, Inc.

By: _____

Name: _____

Title: _____

THE CITY:

CITY OF ALLEN, TEXAS

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, did personally appear SCI Allen Hotel, Ltd., by SCI Allen Hotel, G.P., LLC, its general partner, by Robert F. Voelker, president, who acknowledged to me that he did sign the foregoing instrument as such president and that the same is his free act and deed, both individually and as such president of said company. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, _____ this _____ day of _____, 2008.

NOTARY PUBLIC
My commission expires:_____

COMMONWEALTH OF VIRGINIA)
) SS:
CITY OF RICHMOND)

BEFORE ME, a Notary Public in and for said City and State, did personally appear Apple Nine SPE Allen, Inc., a Virginia corporation, by _____, its _____, who acknowledged to me that _____ did sign the foregoing instrument as such _____ and that the same is _____ free act and deed, both individually and as such _____. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Richmond, Virginia this _____ day of _____, 2008.

NOTARY PUBLIC
My commission expires:_____
Notary Registration No.: _____

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, did personally appear _____, by _____, its _____, who acknowledged to me that _____ did sign the foregoing instrument as such _____ and that the same is _____ free act and deed, both individually and as such _____ of _____. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, _____ this _____ day of _____, 2008.

NOTARY PUBLIC
My commission expires:_____

This instrument prepared by:
Michael DeMinico, Esq.
BAKER & HOSTETLER LLP
3200 National City Center
1900 East 9th Street
Cleveland, Ohio 44114
(216) 621-0200

EXHIBIT A

[see attached copy of the Lease]