

**AGENDA
CITY OF ALLEN
CITY COUNCIL WORKSHOP MEETING
MAY 26, 2009
COUNCIL CONFERENCE ROOM
ALLEN CITY HALL
305 CENTURY PARKWAY**

In lieu of the May 26, 2009, City Council Workshop Meeting, the City Council will host a reception at 5:30 p.m. to recognize the re-elected City Councilmembers for Place Nos. 1, 3, and 5.

- 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, May 22, 2009, 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.

**AGENDA
CITY OF ALLEN
CITY COUNCIL REGULAR MEETING
MAY 26, 2009 – 7:00 P.M.
COUNCIL CHAMBERS**

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. Administration of Oaths-of-Office and Presentation of Certificates-of-Election.

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.]*

3. Approve Minutes of the May 12, 2009, Regular Meeting.
4. Approve Minutes of the May 19, 2009, Special Called Meeting for the Canvass of the General Election.
5. Adopt a Resolution Approving an Amended Investment Policy Governing the Investment of Municipal Funds.
6. Adopt a Resolution Authorizing the City Manager to Enter into an Interlocal Cooperation Agreement By and Between the City of North Richland Hills and the City of Allen for the City of North Richland Hills' Use of the City of Allen's Supplier Contracts.

7. Adopt a Resolution Authorizing the City Manager to Execute an Interlocal Agreement with the City of Plano and the North Texas Municipal Water District to Combine Infrastructure Projects Along the Chaparral Road Corridor.
8. Adopt a Resolution Authorizing the City Manager to Apply for, Accept, Reject, Alter, or Terminate a Three-year Grant from the United States Department of Transportation, Federal Transit Administration as Administered by the North Central Texas Council of Governments for Funding to Develop Transportation Services for Residents of Urban Centers and Rural and Suburban Areas to Suburban Employment Opportunities Through the Job Access/Reverse Commute Program.
9. Authorize the City Manager to Execute a Contract with Jim Bowman Construction Co. LP, for Sidewalk Rehabilitation in the Hillside Subdivision for \$69,997.60 and Establish a Project Budget of \$86,450.
10. Authorize the City Manager to Execute an Agreement with Kleinfelder Central, Inc. for Materials Testing on the Construction of the Two Million Gallon Hillside Elevated Storage Tank for an Amount not to Exceed \$50,000.
11. Authorize the City Manager to Enter into a Professional Services Agreement with MHS Planning & Design, L.L.C. for Preparation of an Update of the Parks, Recreation, and Open Space Master Plan for Amount not to Exceed \$59,250.
12. Receive the Summary of Property Tax Collections as of April 2009.
13. Receive the CIP (Capital Improvement Program) Status Report.

Regular Agenda.

14. Conduct a Public Hearing and Adopt a Resolution for an Amendment to the 2008-2009 Annual Action Plan for the Community Development Block Grant (CDBG) Program.
15. Adopt a Resolution Establishing New Rates and Fees for Commercial and Residential Solid Waste, Recycling, and Household Hazardous Waste Services.
16. TABLED ITEM: Consider a Request to Establish Reinvestment Zone #30 on Property Located North of the Allen Premium Outlets on Chelsea Boulevard and Adopt an Ordinance Implementing Reinvestment Zone #30 and Approve a Tax Abatement Agreement with Cisco Systems, Inc. Supporting Construction of an Approximately 140,000 – 160,000 Square Foot Tier III Data Center Facility on Chelsea Boulevard. (Applicant requests to continue the item to June 9, 2009.)

Other Business.

17. Calendar.

- June 1, 8 - Summer Sounds Concert Series / JFRC / 7 p.m.
- June 27 - Allen USA Celebration / Celebration Park / Noon

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

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.)

19. Personnel Pursuant to Section 551.074 of the Texas Government Code -

Consider Appointments to, and Discussion of the Duties and Responsibilities of the Members of all City Boards, Corporations and Commissions Including the Directors Appointed to the Allen Economic Development Corporation and the Allen Community Development Corporation.

20. 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, May 22, 2009, at 5:00 p.m.

Shelley B. George, City Secretary

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE: May 26, 2009

SUBJECT: Oaths-of-Office and Presentation of
Certificates-of-Election

STAFF RESOURCE: Shelley B. George, City Secretary

PREVIOUS COUNCIL ACTION: Adopted Resolution No. 2828-5-09(R)
Canvassing the Election

ACTION PROPOSED: Administration of Oaths-of-Office and
Certificates-of- Election

BACKGROUND

According to Section 2.15 of the Allen City Charter, “the first meeting of each newly elected council, for induction into office, shall be held at the first regular meeting following its election”

The General Election of the Allen City Council was held on May 9, 2009. The canvass of the election was held on May 19, 2009.

ALLEN CITY COUNCIL

REGULAR MEETING

MAY 12, 2009

Present:

Stephen Terrell, Mayor

Councilmembers:

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

City Staff:

Peter H. Vargas, City Manager
Shelli Siemer, Assistant City Manager
Shelley B. George, City Secretary
Pete Smith, City Attorney

Workshop Session

With a quorum of the Councilmembers present, the Workshop Session of the Allen City Council was called to order by Mayor Terrell at 6:16 p.m. on Tuesday, May 12, 2009, in the Council Conference Room of the Allen City Hall, 305 Century Parkway, Allen, Texas:

- Introduction of Stacy Gonzales, Vice-Chair of the Keep Allen Beautiful Board
- Update Regarding Allen Service Center
- Update Regarding New Solid Waste Rates and Fees
- Committee Updates from City Council Liaisons
- Discussion of Regular Agenda Items

With no further discussion, the Workshop Session of the Allen City Council was adjourned at 7:05 p.m. on Tuesday, May 12, 2009.

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 7:09 p.m. on Tuesday, May 12, 2009, in the Council Chambers of the Allen City Hall, 305 Century Parkway, Allen, Texas.

Pledge of Allegiance

Public Recognition

**ALLEN CITY COUNCIL
REGULAR MEETING
MAY 12, 2009**

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- 1. Citizens' Comments.**
- 2. Presentation of Blue Star Flags to the Families of Allen Service Personnel Currently Deployed by the U.S. Armed Forces.**
 - Mr. and Mrs. Carl Clemencich, parent-in-laws of Second Lieutenant Abigail Clemencich of the United States Air Force.
- 3. Presentation of a Proclamation by the Office of the Mayor:**
 - Presentation of a Proclamation to Steve Massey, Director, and Representatives of the Community Services Department Proclaiming May 17-23, 2009, as *Public Works Week*.
 - Presentation of a Proclamation to Vikki Francis, Animal Control Supervisor, and Representatives of the Animal Control Division Proclaiming May 17-23, 2009, as *Bite Prevention Week*.
- 4. Presentation of a Check Indicating 'Volunteer Hours to the Community' by Jo Long, President of the Allen Retired Educators' Association (AREA).**
- 5. Recognition of Rachel Denney, Allen High School Student and Creator of the Logo for the Alliance for a Healthier Allen (AHA).**
- 8. Recognition of Reuse-a-Shoe Contest Winners.**
 - First Place: Mary Evans Elementary
 - Second Place: Kerr Elementary
 - Third Place: Vaughan Elementary
 - Classroom Competition Winner: Mrs. Slaton's Third Grade Class, Kerr Elementary
 - Individual Competition Winner: Maya Bullock, Kerr Elementary
- 6. Recognition of the Planning and Development Department's GIS Team for Winning Two Awards at the South Central Arc User Group (SCAUG) Annual Conference GIS Map Application Competition.**
- 7. Presentation of the Keep Allen Beautiful Board's (KAB) Annual Report by Vice-Chair Stacy Gonzales.**
- 9. Presentation of the Community Waste Disposal, Inc. (CWD) Annual Report by Greg Roemer, President, and Robert Medigovich, Municipal Coordinator.**

Consent Agenda

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

- 10. Approve Minutes of the April 28, 2009, Regular Meeting.**
- 11. Motion to Set the Canvass of the May 9, 2009, General Election at 12:00 p.m. on Tuesday, May 19, 2009.**

**ALLEN CITY COUNCIL
REGULAR MEETING
MAY 12, 2009**

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- 12. Adopt a Resolution Authorizing the City Manager to Execute an Interlocal Agreement between the City of Allen and the City of Plano for Joint Use of the 700/800 MHz Trunked Radio System.**

RESOLUTION NO. 2822-5-09(R): A RESOLUTION OF THE CITY COUNCIL FOR 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 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 Apply for, Accept, Reject, Alter, or Terminate a Justice Assistance Grant (JAG) from the State of Texas, Office of the Governor, Criminal Justice Division, to Fund an Internal Camera System for the Police Department and Adjacent Facilities, if Awarded.**

RESOLUTION NO. 2823-5-09(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, TO APPLY FOR, ACCEPT, REJECT, ALTER, OR TERMINATE A JUSTICE ASSISTANCE GRANT FROM THE STATE OF TEXAS, OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION PROVIDING FUNDING FOR AN INTERNAL DIGITAL VIDEO CAMERA SYSTEM FOR THE POLICE DEPARTMENT AND ADJACENT FACILITIES, IF AWARDED.

- 14. Adopt a Resolution Authorizing the City Manager to Execute an Agreement with the State of Texas to Accept the Tobacco Compliance Grant, if Awarded.**

RESOLUTION NO. 2824-5-09(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 TOBACCO COMPLIANCE GRANT AWARD, IF AWARDED.

- 15. Adopt a Resolution Declaring Continued Election of the City of Allen to Participate in Tax Abatement and Updating the Tax Abatement Guidelines.**

RESOLUTION NO. 2825-5-09(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, CONTINUING THE ELECTION TO BECOME ELIGIBLE TO PARTICIPATE IN TAX ABATEMENT; UPDATING THE CITY OF ALLEN TAX ABATEMENT GUIDELINES; AND PROVIDING AN EFFECTIVE DATE.

- 16. Authorize the City Manager to Execute a Contract with CB&I, Inc. for the Construction of the Two Million Gallon Hillside Water Tower for an Amount Not to Exceed \$5,583,000.00 and Approve Deductive Change Order No. 1 in the Amount of \$300,000 for a Net Contract Amount of \$5,283,000 and Amend the Project Budget of \$5,980,000.**

- 17. Accept a Resignation and Declare a Vacancy in Place No. 6 of the Library Board.**

The motion carried.

Regular Agenda.

**ALLEN CITY COUNCIL
REGULAR MEETING
MAY 12, 2009**

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- 18. Conduct a Public Hearing to Consider the Establishment of Tax Abatement Reinvestment Zone #30 on Land Located North of the Allen Premium Outlet Mall on Chelsea Boulevard and Adopt an Ordinance Establishing Reinvestment Zone #30 to Approve a Tax Abatement Agreement with Cisco Systems, Inc. Supporting Construction of an Approximately 140,000 – 160,000 Square Foot Tier III Data Center Facility on Chelsea Boulevard.**

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

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

MOTION: Upon a motion made by Councilmember McGregor and a second by Councilmember Caplinger, the Council voted seven (7) for and none (0) opposed to table consideration of this item to the May 26 Regular Meeting. The motion carried.

- 19. Conduct a Public Hearing and Adopt an Ordinance to Establishing a Planned Development for Data Center Use on Property Currently Zoned CC Corridor Commercial on 34± Acres Located North of Stacy Road and East of Chelsea Boulevard.**

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

David Hicks, 401 Woodlake Drive, Allen, Texas, spoke in favor of the request.

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

ORDINANCE NO. 2826-5-09: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE ZONING REGULATIONS, AND ZONING MAP, AS PREVIOUSLY AMENDED, BY GRANTING A CHANGE IN ZONING FROM “CC” CORRIDOR COMMERCIAL TO “PD” PLANNED DEVELOPMENT NO. 102 FOR DATA CENTER RELATED USES ON 34.0± ACRES OUT OF THE JOSEPH DIXON SURVEY, ABSTRACT NO. 276, BEING FURTHER DESCRIBED IN EXHIBIT “A,” ATTACHED HERETO; PROVIDING FOR DEVELOPMENT REGULATIONS; PROVIDING FOR A CONCEPT PLAN, ATTACHED HERETO AS EXHIBIT “B”; PROVIDING FOR BUILDING ELEVATIONS, ATTACHED HERETO AS EXHIBIT “C”; PROVIDING FOR A SCREENING PLAN, ATTACHED HERETO AS EXHIBIT “D”; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: Upon a motion made by Councilmember Sedlacek and a second by Mayor Pro Tem Stout, the Council voted seven (7) for and none (0) opposed to adopt Ordinance No. 2826-5-09, as previously captioned, providing for a period of 120 days in which the noise levels associated with the use of emergency equipment may be exceeded. The motion carried

- 20. Consider All Matters Incident and Related to the Issuance and Sale of City of Allen, Texas, General Obligation Bonds, Series 2009, Including the Adoption of an Ordinance Authorizing the Issuance of Such Bonds.**

**ALLEN CITY COUNCIL
REGULAR MEETING
MAY 12, 2009**

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ORDINANCE NO. 2827-5-09: AN ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF ALLEN, TEXAS, GENERAL OBLIGATION BONDS, SERIES 2009"; SPECIFYING THE TERMS AND FEATURES OF SAID BONDS; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID BONDS; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT AND DELIVERY OF SAID BONDS, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A BOND PURCHASE AGREEMENT, AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Upon a motion made by Mayor Pro Tem Stout and a second by Councilmember Obermeyer, the Council voted seven (7) for and none (0) opposed to adopt Ordinance No. 2827-5-09, as previously captioned, authorizing the issuance of General Obligation Bonds, Series 2009, in the amount of \$15,400,000 and all matters incident and related to the issuance, sale, payment, and delivery of the bonds. The motion carried.

Other Business

21. Calendar.

- May 19 – Canvass of the General Election

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

- June 15 – Public Safety Recovery Fund Golf Tournament
- Councilmember Obermeyer wished a dear friend a happy birthday.

Executive Session

The Executive Session was not held.

23. 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 Herald, the Council voted seven (7) for and none (0) opposed to adjourn the Regular Meeting of the Allen City Council at 9:10 p.m. on Tuesday, May 12, 2009. The motion carried.

These minutes approved on the 26th day of May, 2009.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

**ALLEN CITY COUNCIL
REGULAR MEETING
MAY 12, 2009**

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Shelley B. George, CITY SECRETARY

**ALLEN CITY COUNCIL
SPECIAL CALLED MEETING
CANVASS OF THE ELECTION
MAY 19, 2009**

Present:

Stephen Terrell, Mayor (absent)

Councilmembers:

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

City Staff:

Peter H. Vargas, City Manager (absent)
Shelli Siemer, Assistant City Manager
Shelley B. George, City Secretary
Peter G. Smith, City Attorney (absent)
Julie Brock, Senior Administrative Assistant

Call to Order and Announce a Quorum is Present

With a quorum of the Councilmembers present, the Special Called Meeting of the Allen City Council was called to order by Mayor Pro Tem Stout at 12:05 p.m. on Tuesday, May 19, 2009, in the Council Chambers of the Allen City Hall, Allen Civic Plaza, 305 Century Parkway, Allen, Texas.

**Consider All Matters Incident
and Related to the General Election Held on May 9, 2009**

1. Canvass of Election Returns.

Ms. George reviewed for the City Council the election returns for the City Council General Election of the City Councilmember for Place No. 1, Place No. 3, and Place No. 5. She distributed and reviewed handout materials including early voting totals, Election Day totals, and the combined Election Day totals. She also reviewed voting statistics including 43,791 registered voters and 3,704 total votes, which indicated an 8.5 % voter turnout. Votes cast by military overseas ballots (FPCA - Federal Post Card Application) and provisional ballots have been verified by the Early Voting Ballot Board and are included in the verified totals. The totals verified the following results:

**ALLEN CITY COUNCIL
CANVASS OF THE ELECTION
MAY 19, 2009**

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	EARLY VOTES CAST	REGULAR VOTES CAST	TOTAL VOTES CAST
COUNCILMEMBER PLACE NO. 1			
DEBBIE STOUT	1,667	883	2,550
COUNCILMEMBER PLACE NO. 3			
KURT KIZER	832	497	1,329
JOEY HERALD	1,189	640	1,829
COUNCILMEMBER PLACE NO. 5			
GARY CAPLINGER	1,639	850	2,489

2. Adopt a Resolution Declaring the Results of the General Election.

RESOLUTION NO. 2828-5-09(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, DECLARING THE RESULTS OF THE GENERAL ELECTION OF THE CITY OF ALLEN HELD MAY 9, 2009, FOR THE PURPOSE OF ELECTING THE CITY COUNCILMEMBER FOR PLACE NO. 1, PLACE NO. 3, AND PLACE NO. 5; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Upon a motion by Councilmember Herald and a second by Councilmember McGregor, the Council voted three (3) for and none (0) opposed to approve Resolution No. 2828-5-09(R), as previously captioned, declaring the results of the May 9, 2009, General Election. The motion carried.

Other Business

3. Items of Interest.

Adjourn

MOTION: Upon a motion made by Councilmember McGregor and a second by Councilmember Herald, the Council voted three (3) for and none (0) opposed to adjourn the Special Called Meeting of the Allen City Council at 12:09 p.m. on Tuesday, May 19, 2009. The motion carried.

These minutes approved on the 26th day of May, 2009.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE: May 26, 2009

SUBJECT: Adopt a Resolution Approving an Amended Investment Policy Governing the Investment of Municipal Funds

STAFF RESOURCE: Kevin Hammeke, Finance Director

PREVIOUS COUNCIL ACTION: The Investment Policy was previously approved at the May 27, 2008 City Council Meeting with the adoption of Resolution No. 2736-5-08(R)

ACTION PROPOSED: Adopt a Resolution approving an amended Investment Policy governing the investment of municipal funds

BACKGROUND

The City Council previously re-adopted the Investment Policy at their May 27, 2008 meeting. Since that time, Texas Security Bank and Legacy Texas Bank have requested that they be added to the Broker/Dealer, Financial Institution, Banks, and Investment Pool list because they would like to offer certificates of deposit to the City. State law requires the governing body approve the list of brokers, dealers, financial institutions, and investment pools. State law also requires annual re-adoption of the policy.

An additional change to the policy includes increasing the percentage of the city's portfolio allowed to be invested in Collateralized Certificates of Deposit (CD). Since CD's are fully collateralized pursuant to State Law, the portfolio percentage can be increased from 30% to 40%. The revision will continue to allow diversification and the overall portfolio yield to be increased when CD rates are greater than other investment opportunities.

Although the City has always required CD's to be secured by acceptable securities with a market value of at least 103% of the original price, the policy has been amended to formalize this requirement in writing.

BUDGETARY IMPACT

None.

STAFF RECOMMENDATION

Staff recommends approval of the amended investment policy.

MOTION

I make a motion to adopt Resolution No. _____ approving an amended Investment Policy governing the investment of municipal funds.

ATTACHMENT

Resolution Approving Amended Investment Policy

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING AN AMENDED POLICY FOR THE INVESTMENT OF MUNICIPAL FUNDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 2256 TEX. GOV'T CODE requires the City Council to annually review its Investment Policy regarding the investment of City funds and funds under its control; and,

WHEREAS, the City Council re-adopted the Investment Policy on March 27, 2007, and May 27, 2008; and,

WHEREAS, the Investment Policy attached as Exhibit "A" has been reviewed and includes amendments since the re-adoption on May 27, 2008.

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

SECTION 1. The Investment Policy attached hereto as Exhibit "A" ("Investment Policy") and made a part hereof for all purposes, has been reviewed and includes any amendments thereto, is hereby adopted as the Investment Policy of the City of Allen as required by Chapter 2256 of the Texas Government Code.

SECTION 2. This resolution shall take affect upon its adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 26TH DAY OF MAY, 2009.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

May 26, 2009

SUBJECT:

Adopt a Resolution Authorizing the City Manager to Enter into an Interlocal Cooperation Agreement By and Between the City of North Richland Hills and the City of Allen for the City of North Richland Hills Use' of the City of Allen's Supplier Contracts

STAFF RESOURCE:

Debra Morris, Purchasing Manager

ACTION PROPOSED:

Adopt a resolution authorizing the City Manager to enter into an Interlocal Cooperation Agreement by and between the City of North Richland Hills, Texas and the City of Allen, Texas for the City of North Richland Hills' use of the City of Allen's Supplier Contracts

BACKGROUND

Chapter 791 of the Texas Government Code, as amended, authorizes Interlocal agreements between local government agencies to perform governmental functions and services such as streets, roads, and drainage; and Section 701.025 of the Texas Government Code permits Interlocal agreements between local governments for the purchase of goods and services and also satisfies the requirements of local governments to seek competitive bids for purchase of such goods and services through Supplier Contracts.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt a resolution to authorize execution of an Interlocal Cooperative Agreement with the City of North Richland Hills for use of the City of Allen's Supplier Contracts.

MOTION

I make a motion to adopt Resolution No. _____ authorizing execution of an Interlocal Cooperative Agreement with the City of North Richland Hills for use of the City of Allen's Supplier Contracts.

ATTACHMENT

Interlocal Agreement With North Richland Hills
Resolution Approving ILA

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF NORTH RICHLAND HILLS AND CITY OF ALLEN**

This Agreement made and entered into by and between the City of North Richland Hills, hereinafter referred to as "NRH", and the City of Allen, hereinafter referred to as "City of Allen".

Pursuant to the authority granted by the Texas Interlocal Cooperation Act {Article 4413 (32c) Vernon's Annotated Texas Statutes} providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

NRH and City of Allen desire to enter into an Agreement for the purchase of goods and services from vendors selected through the competitive bidding process. Specifications for said items should be determined in cooperation with the final approval of the entity processing the bid.

The responsibility of each entity shall be as follows:

I.

NORTH RICHLAND HILLS

1. NRH shall be allowed to purchase goods and services from vendors who have been selected by City of Allen through the competitive bidding process. NRH will place orders directly with and pay directly to the selected vendor for goods and services purchased through a contract.
2. All purchases will be within the specifications that have been agreed to. NRH shall be responsible for the Vendors compliance with all conditions of delivery, price and quality of the purchased goods or services.
3. NRH shall give a 30-day written notification to all participating agencies of any change or cancellation of participation.
4. The Purchasing Agent, shall be designated as the official representative to act for NRH all matters relating to this cooperative purchasing agreement.

II.

City of Allen

1. City of Allen shall be allowed to purchase goods and services from vendors who have been selected by NRH through the competitive bidding process of NRH. City of Allen will place orders directly with and pay directly to the selected vendor for goods and services purchased through a contract.

2. All purchases will be within the specifications that have been agreed to. City of Allen shall be responsible for the Vendors compliance with all conditions of delivery, price and quality of the purchased goods or services.
3. City of Allen shall give a 30-day written notification to a participating agency of any change or cancellation of participation.
4. Debra Morris , Purchasing Manager, shall be designated as the official representative to act for City of Allen in all matters relating to this cooperative purchasing agreement.

This Agreement shall take effect upon execution by the signatories and shall be in effect from date of execution until terminated by either party with thirty (30) written notice.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers.

CITY OF NORTH RICHLAND HILLS

CITY OF ALLEN

BY: Larry J. Cunningham
City Manager

BY: _____

TITLE _____

DATE: _____

ATTEST:

TITLE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature]
Attorney for the City

NRH Council Action ☒ Y ☐ N

Date Approved 4-13-09

Agenda No. PU 2009-14

Ord / Res No. _____

RESOLUTION NO. _____

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 THE CITY OF NORTH RICHLAND HILLS, TEXAS, 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.

WHEREAS, the City Council has been presented a proposed Interlocal Agreement by and between the City of Allen, Texas, and the City of North Richland Hills, Texas, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (herein called "Agreement"); and,

WHEREAS, upon full review and consideration of the Agreement and all matters incident and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved and that the City Manager, or his designee, shall be authorized to execute it on behalf of the City of Allen.

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

SECTION 1. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Allen and found to be acceptable and in the best interests of the City of Allen and its citizens, are hereby in all things approved.

SECTION 2. The City Manager, or designee, of the City of Allen, under the direction of the City Council of the City of Allen, is hereby designated as the official representative to act for the City in all matters relating to the Cooperative Purchasing Program including the designation of specific contracts in which the City desires to participate.

SECTION 3. The City Manager, or designee, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Allen, substantially according to the terms and conditions set forth in this Agreement.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 26TH DAY OF MAY, 2009.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

May 26, 2009

SUBJECT:

Adopt a Resolution Authorizing the City Manager to Execute an Interlocal Agreement with the City of Plano and the North Texas Municipal Water District to Combine Infrastructure Projects Along the Chaparral Road Corridor

STAFF RESOURCE:

John Baumgartner, Director of Engineering

PREVIOUS COUNCIL ACTION:

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

On April 4, 2008, Council adopted a Resolution No. 2725-4-08R 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.

On October 14, 2008, Council adopted a Resolution No. 2779-10-08R determining the 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 authorized the City Manager and City Attorney to file proceedings in eminent domain to acquire such property, if necessary.

On February 10, 2008, Council authorized the City Manager to execute a Real Estate Contract with the City of Plano for the purchase of right-of-way for Chaparral Road in the amount of \$105,687.50 plus customary closing costs.

ACTION PROPOSED:

Adopt a resolution authorizing the City Manager to execute an Interlocal Agreement with the City of Plano and the North Texas Municipal Water District to combine infrastructure projects along the Chaparral Road corridor

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. 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.

With the design of the bridge completed and land acquisition nearly complete, city staff was on-track to begin construction this summer. However, the timing of this project is such that it would be coincident with two other major projects in the vicinity – the City of Plano roadway widening of Chaparral Road (from Greenville to Cottonwood Creek) and the installation of a large-diameter sanitary sewer force main along the same length (by the North Texas Municipal Water District).

Rather than expose the citizens to three separate projects, managed by three separate agencies, city staff felt it would be best to combine all three projects into one, which will be managed by the City of Allen. The agreement calls for each party to bear the costs associated with their own project (engineering, construction, cost-overruns, etc.) and make payment through the City of Allen to the construction contractor.

BUDGETARY IMPACT

Since the agreement calls for each party to bear the expenses associated with their own project, there is no discernible budgetary impact beyond the initial project budget for the bridge project (ST9904).

STAFF RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute an Interlocal Agreement with the City of Plano and the North Texas Municipal Water District to combine infrastructure projects along the Chaparral Road corridor.

MOTION

I make a motion to adopt Resolution No. _____ authorizing the City Manager to execute an Interlocal Agreement with the City of Plano and the North Texas Municipal Water District to combine infrastructure projects along the Chaparral Road corridor.

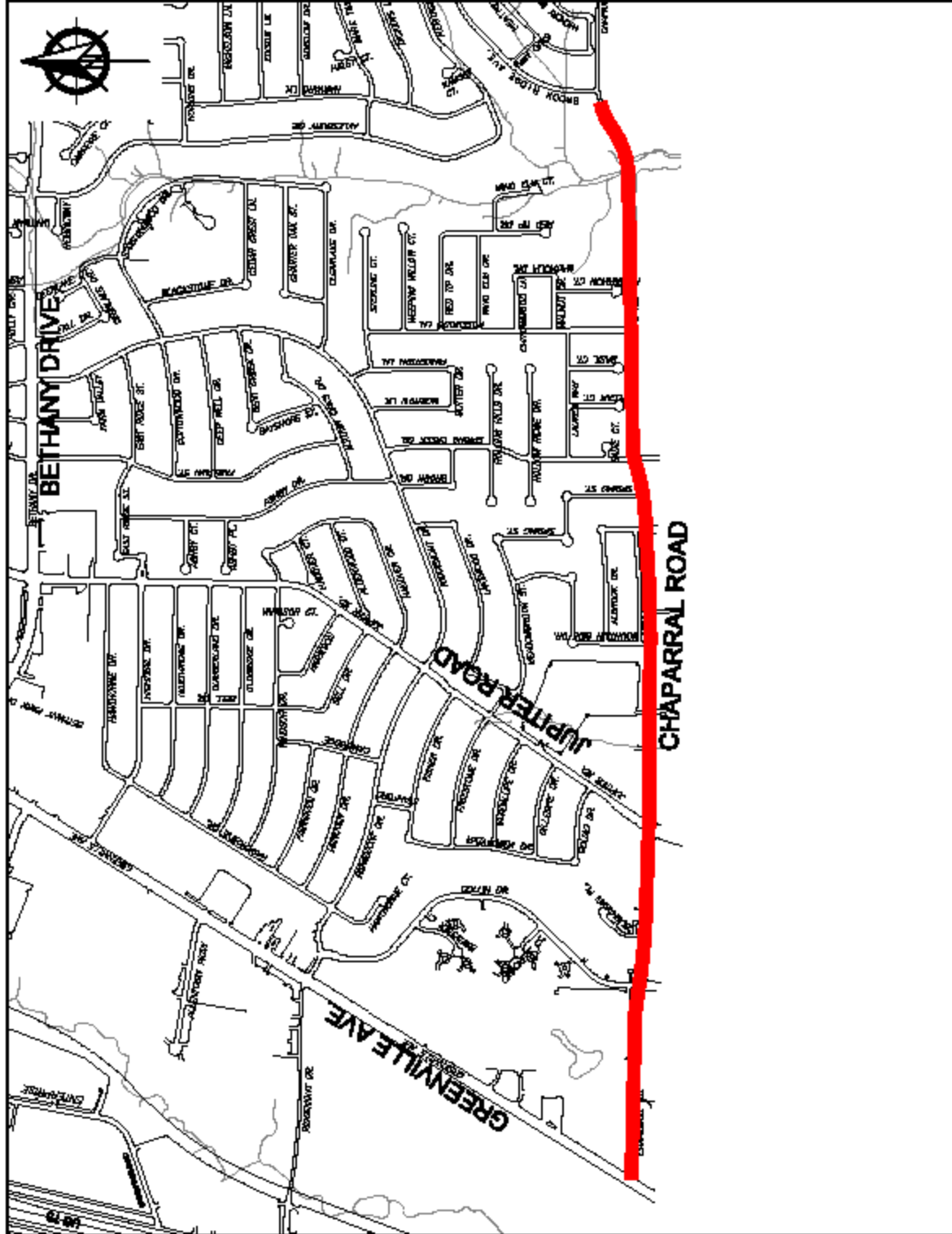
ATTACHMENT

Location Map

Interlocal Agreement

Resolution Approving ILA

Location Map ILA with Plano and North Texas Municipal Water District



**INTERLOCAL AGREEMENT
BETWEEN CITY OF PLANO, CITY OF ALLEN AND NORTH TEXAS
MUNICIPAL WATER DISTRICT
CONCERNING THE IMPROVEMENTS TO CHAPARRAL ROAD FROM K AVE
TO EAST OF COTTONWOOD CREEK**

THIS AGREEMENT is made by and among the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (Plano), the **CITY OF ALLEN, TEXAS**, a home-rule municipal corporation (Allen) and the **NORTH TEXAS MUNICIPAL WATER DISTRICT** (NTMWD), acting by and through their City Managers and Executive Director, or their duly authorized representatives.

WHEREAS, Plano and Allen desire to enter into an agreement concerning the construction and costs associated with the construction for widening and the transition of Chaparral Road from K Avenue east to east of Cottonwood Creek in the Cities of Plano and Allen, Collin County, Texas (Road Project); and

WHEREAS, Plano, Allen and NTMWD desire to enter into an agreement for funding of the design of a wastewater force main from Upper Rowlett Lift Station to Upper Cottonwood Lift Station predominantly within the right-of-way of Chaparral Road (Sewer Project); and

WHEREAS, Plano and NTMWD have previously entered into an agreement for the construction of a Sanitary Sewer Force Main from the Upper Rowlett Creek Lift Station to the Upper Cottonwood Creek Lift Station dated December 10, 2007 (Existing Sewer Project), a copy of which is attached as Exhibit "A"; and

WHEREAS, Plano and NTMWD desire to terminate the Interlocal Agreement for the Existing Sewer Project as an agreement between Plano and NTMWD; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the construction of the Road Project and the Sewer Project, together called Project, is a governmental function which will benefit the citizens of all parties; and

WHEREAS, the parties will have current funds available to satisfy their obligations at the time those obligations become due; and

WHEREAS, the parties have determined that the Project improvements may be constructed most expeditiously and economically by implementing this Agreement as set forth below.

NOW, THEREFORE, this Agreement is made and entered into by and among Plano, Allen and NTMWD for the mutual consideration stated herein.

ARTICLE ONE

Road Project

1.01 Plano shall design the south three lanes of Chaparral Road from Ave K east to west of Emerald Coast Drive; two lanes from Jupiter Road east to Cloverleaf Drive; and two lanes from Cloverhaven Drive east approximately 1500 feet. These improvements are called Plano Chaparral Improvements. Plano agrees to pay all costs of engineering and constructing these improvements.

1.02 Allen shall design the north two lanes of Chaparral Road from Rosewood Lane east to the existing pavement east of Cottonwood Creek, including the bridge over Cottonwood Creek. These Improvements are called Allen Chaparral Road Improvements. Allen agrees to pay all costs of engineering and constructing these improvements.

1.03 All Improvements shall be designed to meet or exceed current design standards and shall be constructed in accordance with the plans and specifications approved by Plano and Allen. These improvements may be referred to as the Road Project.

ARTICLE TWO

Sewer Project

2.01 The prior Agreement for the Existing Sewer Project, attached as Exhibit A, is terminated as between Plano and NTMWD.

2.02 Plano shall arrange and coordinate the design of the Sewer Project. The design costs are \$147,514.00 and shall be paid by NTMWD.

2.03 NTMWD shall pay all costs for design and construction of the Sewer Project. The estimated cost for construction is \$2,200,000.

2.04 Funding for any private easements required for construction of the Sewer Project, and for inspection of the Sewer Project construction, will be provided by NTMWD separate and apart from this Agreement. NTMWD shall acquire any necessary easements for the Sewer Project, and if necessary shall initiate eminent domain proceedings on or before July 1, 2009 to acquire any necessary easements not previously acquired.

ARTICLE THREE

Right of Way

Plano will provide all right of way required for the Plano Road Improvements and Allen shall provide all right of way required for the Allen Road Improvements. Plano and Allen shall initiate eminent domain proceedings on or before July 1, 2009 to acquire any necessary right of way for their respective Road Improvements within their respective jurisdiction not previously acquired.

ARTICLE FOUR

Construction Contract for the Project

Allen shall combine the plans and specifications for the Road Project and the Sewer Project, collectively called the Project, and accept bids and award a contract to construct the Project. Allen shall administer the construction contract. In all such activities, Allen shall comply with all state law requirements. Allen will also provide Plano and NTMWD with a copy of the executed construction contract for the Project.

ARTICLE FIVE

Duties and Payment

5.01 Plano will pay Allen 50% of the cost of the Plano Chaparral Improvements within 30 days after Allen awards a construction contract. The remaining 50% will be paid to Allen upon completion of 50% of the Plano Chaparral Improvements. Allen shall place such fund in a separate escrow account for the Project

5.02 NTMWD will pay Allen 50% of the cost of the Sewer Improvements within 30 days after Allen awards a construction contract. The remaining 50% will be paid to Allen upon completion of 50% of the Sewer Improvements. The cost of the Sewer Improvements shall also include the design and installation of light poles bases and conduit installed in the median of Chaparral Road, where Allen has reasonably determined that light pole installation would be impractical or cause a future hazard. Allen shall place such funds in a separate escrow account for the Project

5.03 NTMWD agrees to pay the costs of materials testing associated with density testing for pipeline backfill.

5.05 Allen, Plano and NTMWD agree that Allen shall be primarily responsible for the inspection and construction administration of the Project and that each party may inspect its respective portion of the Project but all communication and direction of the projects shall be through Allen.

5.06 Upon completion of the Project, Allen shall provide an accurate accounting for each party's share of the Project. Any funds due Allen shall be paid to Allen with 30 days of completion of the audit and any funds due to be reimbursed to Plano or NTMWD shall be refunded within 30 days of completion of the audit. The parties agree that the financial obligation of the parties for the Projects shall be based on the final construction costs for the Projects

ARTICLE SIX

Maintenance Responsibility

The parties agree upon completion and acceptance of the Improvements herein, Allen shall be responsible for maintaining and operating the Road Project as the City Limits will be adjusted to the south right of way line of Chaparral Road. The NTMWD shall be responsible for the maintenance and operations of the Sewer Project

ARTICLE SEVEN

Funding

The Parties agree that the Party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party at the time the payment becomes due.

ARTICLE EIGHT

Term

This Agreement shall be effective upon approval by the City Council or Board of Directors and subsequent execution by the City Manager or Executive Director of each party. The effective date will be the later of the dates this Agreement is executed by the parties. This Agreement shall continue in effect annually until all obligations hereunder are completed and each party has given final acceptance of the Project, in writing, to the other party. This Agreement shall automatically renew annually during this period.

ARTICLE NINE

Hold Harmless

9.01 Each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney's fees, including all expenses of litigation or settlement, or cause of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

9.02 In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity or defense available to any party individually under Texas law. Plano shall be responsible for its sole negligence. Allen shall be responsible for its sole negligence. NTMWD shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

ARTICLE TEN

Immunity

It is expressly understood and agreed that, in the execution of this agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE ELEVEN

Notices

All notices required under the provisions of this Agreement must be in writing, hand-delivered or sent by registered or certified mail to the addresses below:

Plano: City of Plano, Texas
Attention: Alan Upchurch, Director of Public
Works and Engineering
P. O. Box 860358
Plano, TX 75086-0358

With copy to: City of Plano, Texas
Attention: City Attorney
P. O. Box 860358
Plano, TX 75086-0358

Allen: City of Allen, Texas
Attention: John Baumgartner, City Engineer
305 Century Parkway
Allen, TX 75013

With copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith
1800 Lincoln Plaza
Dallas, Texas 75201

NTMWD

James M. Parks
Executive Director
North Texas Municipal Water District
505 Brown Street
Wylie, Texas 75098

The name and address for notification may be changed by notice to the other parties.

ARTICLE TWELVE

Severability

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

ARTICLE THIRTEEN

Successors and Assigns

This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives, and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

ARTICLE FOURTEEN

Venue

The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

ARTICLE FIFTEEN

Interpretation

This is a negotiated document and should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

ARTICLE SIXTEEN

Remedies, Non-Waiver

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity, but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

ARTICLE SEVENTEEN

Entire Agreement

This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

ATTEST:

CITY OF PLANO, TEXAS

By: _____
Name: Diane Zucco
Title: City Secretary
Date: _____

By: _____
Name: Thomas H. Muehlenbeck
Title: City Manager
Date: _____

Executed on behalf of the City of Plano
pursuant to City Council Resolution
No. _____

APPROVED AS TO FORM:

By: _____
Name: Diane Wetherbee
Title: City Attorney
Date: _____

ATTEST:

CITY OF ALLEN, TEXAS

By: _____
Name: Shelley George
Title: City Secretary
Date: _____

By: _____
Name: Peter H. Vargas
Title: City Manager
Date: _____

Executed on behalf of the City of Allen
pursuant to City Council Resolution
No. _____

APPROVED AS TO FORM:

By: _____
Name: Peter G. Smith
Title: City Attorney
Date: _____

ATTEST:

**North Texas Municipal Water
District**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: James M Parks
Title: Executive Director
Date: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2009, by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2009, by **PETER H. VARGAS**, City Manager of the **CITY OF ALLEN, TEXAS**, a home-rule municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2009, by **JAMES M. PARKS**, Executive Director of North Texas Municipal Water District, a _____ corporation, on behalf of said _____ corporation.

Notary Public, State of Texas

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF INTERLOCAL AGREEMENT BY AND AMONG THE CITY OF ALLEN, TEXAS, THE CITY OF PLANO, TEXAS, AND THE NORTH TEXAS MUNICIPAL WATER DISTRICT; AUTHORIZING ALLOCATION OF COSTS ASSOCIATED WITH ROADWAY, BRIDGE, AND UTILITY CONSTRUCTION COSTS ALONG CHAPARRAL ROAD; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Allen, Texas, has been presented a proposed Interlocal Agreement by and among the City of Allen, Texas, the City of Plano, Texas and the North Texas Municipal Water District a copy of which is attached hereto and incorporated herein by reference (herein called "Agreement"); and,

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

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

SECTION 1. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Allen and found to be acceptable and in the best interests of the City of Allen and its citizens, be, and the same is hereby, in all things approved.

SECTION 2. The City Manager or designee, under the direction of the City Council of the City of Allen, is hereby designated as the official representative to act for the City in all matters relating to the allocation of costs of construction improvements along Chaparral Road.

SECTION 3. The City Manager or designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Allen, substantially according to the terms and conditions set forth in this Agreement.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 26TH DAY OF MAY, 2009.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

May 26, 2009

SUBJECT:

Adopt a Resolution Authorizing the City Manager to Apply for, Accept, Reject, Alter, or Terminate a Three-year Grant from the United States Department of Transportation, Federal Transit Administration as Administered by the North Central Texas Council of Governments for Funding to Develop Transportation Services for Residents of Urban Centers and Rural and Suburban Areas to Suburban Employment Opportunities Through the Job Access/Reverse Commute Program

STAFF RESOURCE:

Ogden "Bo" Bass, Director of Planning and Development
 Lee Battle, Assistant Director of Planning and Development

ACTION PROPOSED:

Adopt a resolution authorizing the City Manager to apply for, accept, reject, alter, or terminate a three-year grant from the United States Department of Transportation, Federal Transit Administration as administered by the North Central Texas Council of Governments for funding to develop transportation services for residents of urban centers and rural and suburban areas to suburban employment opportunities through the job Access/Reverse Commute Program

BACKGROUND

In August 2005, President George W. Bush signed into law the Safe, Accountable, Flexible, Efficient, Transportation Equity Act: A Legacy For Users (SAFETEA-LU). This federal transportation law authorizes federal expenditures for a wide range of transportation programs from fiscal years 2006 - 2009. SAFETEA-LU authorized two innovative federal programs, to be administered by the Federal Transit Administration (FTA), that provide funding to support enhanced public transportation services: The Job Access/Reverse Commute (JA/RC) Program and The New Freedom Program.

As a result of the City's economic growth, there has been an increase in the demand for employees to fill the large number of newly created service sector jobs in Allen. Unfortunately, the labor supply in Allen is insufficient to meet the demand. Regionally there are a number of individuals that are willing to fill these relatively low paying jobs but are precluded from doing so because they lack transportation. To meet the needs of both employees and local businesses, it is proposed that the City design and implement a pilot program that would transport individuals to and from urban, suburban and rural areas in the region to the major employment centers within Allen. The City is applying for a JA/RC grant in order to design and implement this pilot program.

The Job Access/Reverse Commute (JA/RC) Program provides funding for local projects designed to transport low-income individuals to and from employment and employment related activities, or to develop transportation services for residents of urban centers and rural and suburban areas to suburban employment opportunities.

Approximately \$4.5 million in JA/RC grant funds are available in the Dallas-Fort Worth-Arlington Urbanized Area. JA/RC funds may be used to finance capital, planning and operating expenses. Federal match requirements are determined according to the type of expenditure funded.

BUDGETARY IMPACT

The federal share of eligible capital and planning costs may not exceed 80 percent of the net cost of the activity. The federal share of eligible operating costs may not exceed 50 percent of the net operating costs of the activity. Therefore, local entities are required to provide funds that cover 20 percent of the eligible capital and planning costs of the activity and 50 percent of the net operating costs.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to enter into an agreement with the United States Department of Transportation, Federal Transit Administration to apply for, accept, reject, alter, or terminate a Job Access/Reverse Commute grant as administered by the North Central Texas Council of Governments to providing funding to develop transportation services for residents of urban centers and rural and suburban areas to employment opportunities in Allen.

MOTION

I make a motion to adopt Resolution No. _____ authorizing the City Manager to enter into an agreement with the United States Department of Transportation, Federal Transit Administration and accept the Job Access/Reverse Commute Program grant as administered by the North Central Texas Council of Governments, if awarded.

ATTACHMENT

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, TO APPLY FOR, ACCEPT, REJECT, ALTER, OR TERMINATE A GRANT FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION AS ADMINISTERED BY THE NORTH CENTRAL TEXEAS COUNCIL OF GOVERNMENTS PROVIDING GRANT FUNDING TO DEVELOP TRANSPORTATION SERVICES FOR RESIDENTS OF URBAN CENTERS AND RURAL AND SUBURBAN AREAS TO SUBURBAN EMPLOYMENT OPPORTUNITIES THROUGH THE JOB ACCESS AND REVERSE COMMUTE (JA/RC) PROGRAM, IF AWARDED.

WHEREAS, the City of Allen seeks to support local businesses and their employees; and,

WHEREAS, the City of Allen wishes to provide the highest level of services to all those that reside and visit the City and its businesses; and,

WHEREAS, the provision of public transportation can increase accessibility by employees living outside of the City of Allen to businesses inside the City limits; and,

WHEREAS, the Job Access/Reverse Commute Program is intended to develop transportation services for residents of urban centers and rural and suburban areas to suburban employment opportunities; and,

WHEREAS, the City of Allen intends to work with Collin County Area Regional Transit to apply for a Job Access/Reverse Commute Program grant and provide the aforementioned transportation services; and,

WHEREAS, the Federal Transit Administration is providing over \$4.6 million in funding through the Job Access/Reverse Commute Program.

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

SECTION 1. The City Manager is hereby authorized to apply for, accept, reject, alter, or terminate this grant from the United States Department of Transportation, Federal Transit Administration to assist the City of Allen in funding a public transportation pilot program to improve access by employees to places of employment within the City of Allen.

SECTION 2. This resolution shall take effect 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 26TH DAY OF MAY, 2009.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: May 26, 2009

SUBJECT: Authorize the City Manager to Execute a Contract with Jim Bowman Construction Co. LP, for Sidewalk Rehabilitation in the Hillside Subdivision for \$69,997.60 and Establish a Project Budget of \$86,450

STAFF RESOURCE: John Baumgartner, Director of Engineering

PREVIOUS COUNCIL ACTION: Resolution No. 2756-7-08(R) Approval of 2008-2009 CDBG Annual Action Plan

ACTION PROPOSED: Authorize the City Manager to Execute a Contract with Jim Bowman Construction Co. LP, for Sidewalk Rehabilitation in the Hillside Subdivision for \$69,997.60 and Establish a Project Budget of \$86,450

BACKGROUND

As described in objective three of the City of Allen 2008-2009 Annual Action Plan, funding from the Community Development Block Grant will be used to expand, improve and add infrastructure where needed for low- to moderate-income persons. One of the ways we meet this goal in target areas is by repairing and installing sidewalks. This is the fifth year of this program and it has been well-received. The following construction bids for this project were received:

Bid #2009-2-76

CONTRACTOR	CALENDAR DAYS	BID AMOUNT
Bowman Construction Co., LP	20	\$69,997.60
Estada Concrete Co. LLC	70	\$70,652.00
Advanced Paving Co.	45	\$70,972.16
JT Dersner, Inc.	60	\$72,573.00
Smith Contracting	60	\$85,146.40

BUDGETARY IMPACT

The proposed budget for the Hillside Village Sidewalk Rehabilitation project is as follows:
CIP# CDBG08

ACCOUNT	FUND	BUDGET
Construction and Contingency	550	\$80,000.00
Construction	390	\$6,450.00

The \$80,000 from the Community Development Block Grant will fund a construction contract with Bowman and contingency. The remaining \$6,450 (ST9999) will fund lab testing and a repair at US 75 and Bethany which is not eligible for CDBG fund expenditures.

STAFF RECOMMENDATION

Staff recommends that the Council authorize the City Manager to execute a contract with Jim Bowman Construction Company, LP for sidewalk rehabilitation in the Hillside Village subdivision and establish the project budget.

MOTION

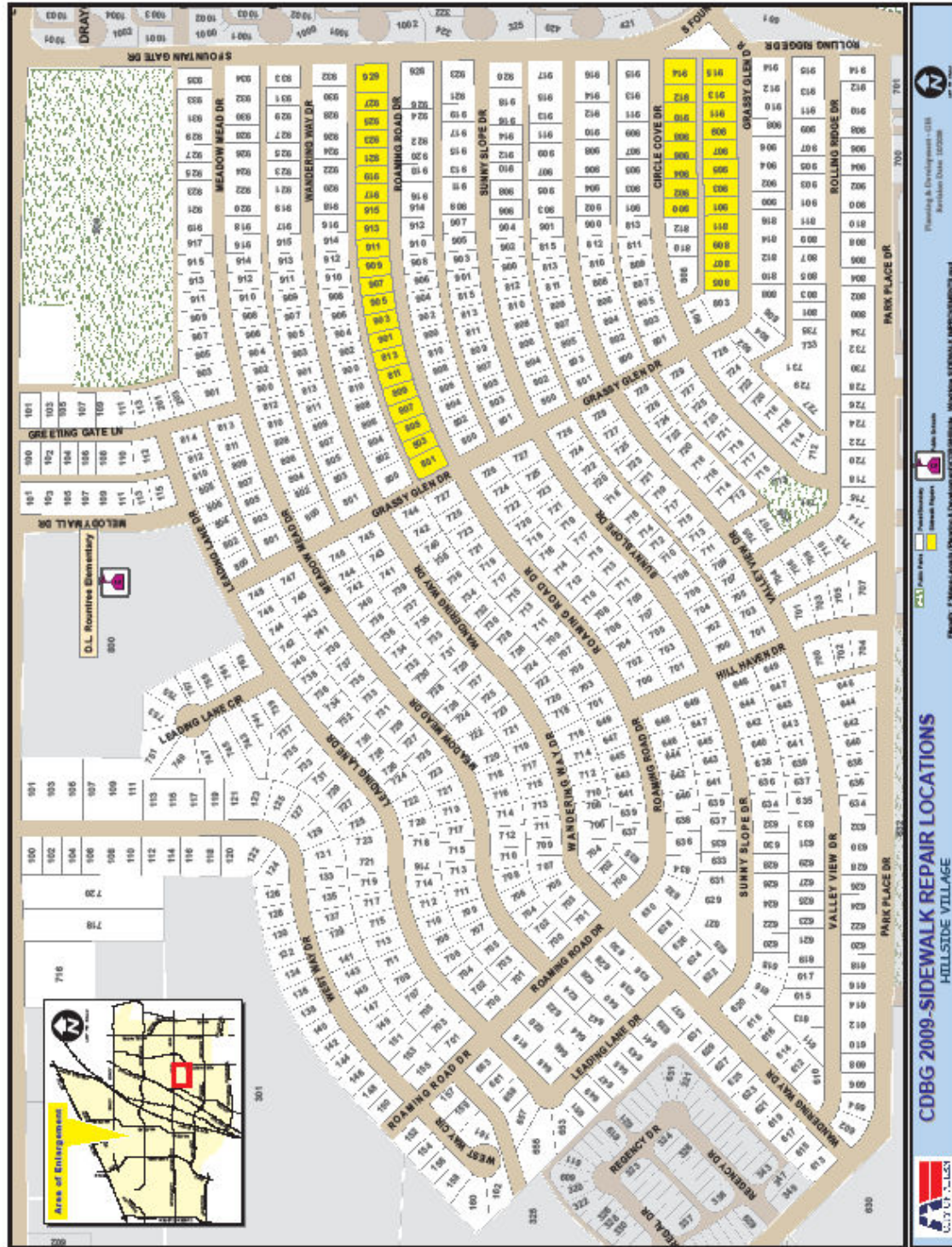
I make a motion to authorize the City Manager to execute a contract with Jim Bowman Construction Co. LP, for sidewalk rehabilitation in the Hillside subdivision for \$69,997.60 and establish a project budget of \$86,450.

ATTACHMENT

Location Map
Standard Form Agreement

LOCATION MAP

Hillside Village Subdivision (CDBG08)



STANDARD FORM OF AGREEMENT

STATE OF TEXAS }

COUNTY OF COLLIN }

THIS AGREEMENT, made and entered into this _____ day of _____, A.D. 2009, by and between _____ The City of Allen, Texas _____, a municipal corporation, of the County of _____ Collin _____ and State of Texas, acting through _____ Its City Manager _____ thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and _____ Jim Bowman Construction, LP _____

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

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

CIP No. CDBG09
BID No. 2009-2-76

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement, Applicable Laws and Federal Regulations, the Davis Bacon Related Acts and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Applicable Laws and Federal Regulations, the Davis Bacon Related Acts, Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefor, as prepared by **City of Allen, 305 Century Parkway, Allen, TX 75013** herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written Proposal, and the General Conditions of the Agreement hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

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

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

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

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

Jim Bowman Construction LP
Party of the Second Part (CONTRACTOR)

By: _____
Peter H. Vargas, City Manager

By: _____

Attest: _____
Shelley B. George, City Secretary

Attest: _____

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: May 26, 2009

SUBJECT: Authorize the City Manager to Execute an Agreement with Kleinfelder Central, Inc. for Materials Testing on the Construction of the Two Million Gallon Hillside Elevated Storage Tank for an Amount not to Exceed \$50,000

STAFF RESOURCE: John Baumgartner, Director of Engineering

PREVIOUS COUNCIL ACTION: On March 25, 2008, Council authorized the City Manager to execute a professional services contract with Birkhoff, Hendricks & Conway, L.L.P. (BHC) for the design of the Hillside Water Tower, and establish the Project budget

On May 12, 2009, Council authorized the City Manager to execute a contract with CB&I, Inc. for construction of the 2.0 MG Hillside Elevated Storage Tank and revise the project budget to \$5,583,000 and approve a deductive Change Order No. 1 in the amount of \$300,000 for a net contract amount of \$5,283,000 and revise the project budget to \$5,980,000

ACTION PROPOSED: Authorize the City Manager to execute an agreement with Kleinfelder Central, Inc. for materials testing on the construction of the two million gallon Hillside Elevated Storage Tank for an amount not to exceed \$50,000

BACKGROUND

Identified in the City of Allen Water Master Plan (2002), additional water storage is required to accommodate build-out projections for water consumption. Within that plan, a two million gallon elevated tank was recommended to replace the existing tank at Hillside Park along East Main Street.

Due to the City's growing need for storage space, the proposed elevated tank will also contain three floors within the pedestal providing approximately 6,870 square feet of gross storage space. The pedestal will include an elevator for convenient transport of items to their designated storage floor. The elevated tank will conform to all current building and energy codes and thus will be equipped with a fire sprinkler system, insulation, and dual exits. Further, restrooms on the ground floor are also included.

In anticipation of leasing space to telecommunication companies for cellular antennas, the site was designed to fully facilitate antenna use. The telecommunication companies will have access to an area of the site designated for their use, meaning that City crews will not have to open the site and remain present while the telecommunication companies do routine maintenance on their systems as is the case on several of the City's existing elevated tank sites. Further, conduit vaults will be installed to eliminate the need for into the pedestal from the outside providing a cleaner, more organized conduit arrangement. In addition, the proposed tower will be constructed to facilitate a future repeater for the future Traffic Management System.

The attached Kleinfelder agreement provides for quality assurance in materials during this construction project.

BUDGETARY IMPACT

There are sufficient funds in the project budget to cover this expenditure.

STAFF RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute an agreement with Kleinfelder Central, Inc. for materials testing during construction of the two million gallon Hillside Elevated Storage Tank for an amount not to exceed \$50,000.

MOTION

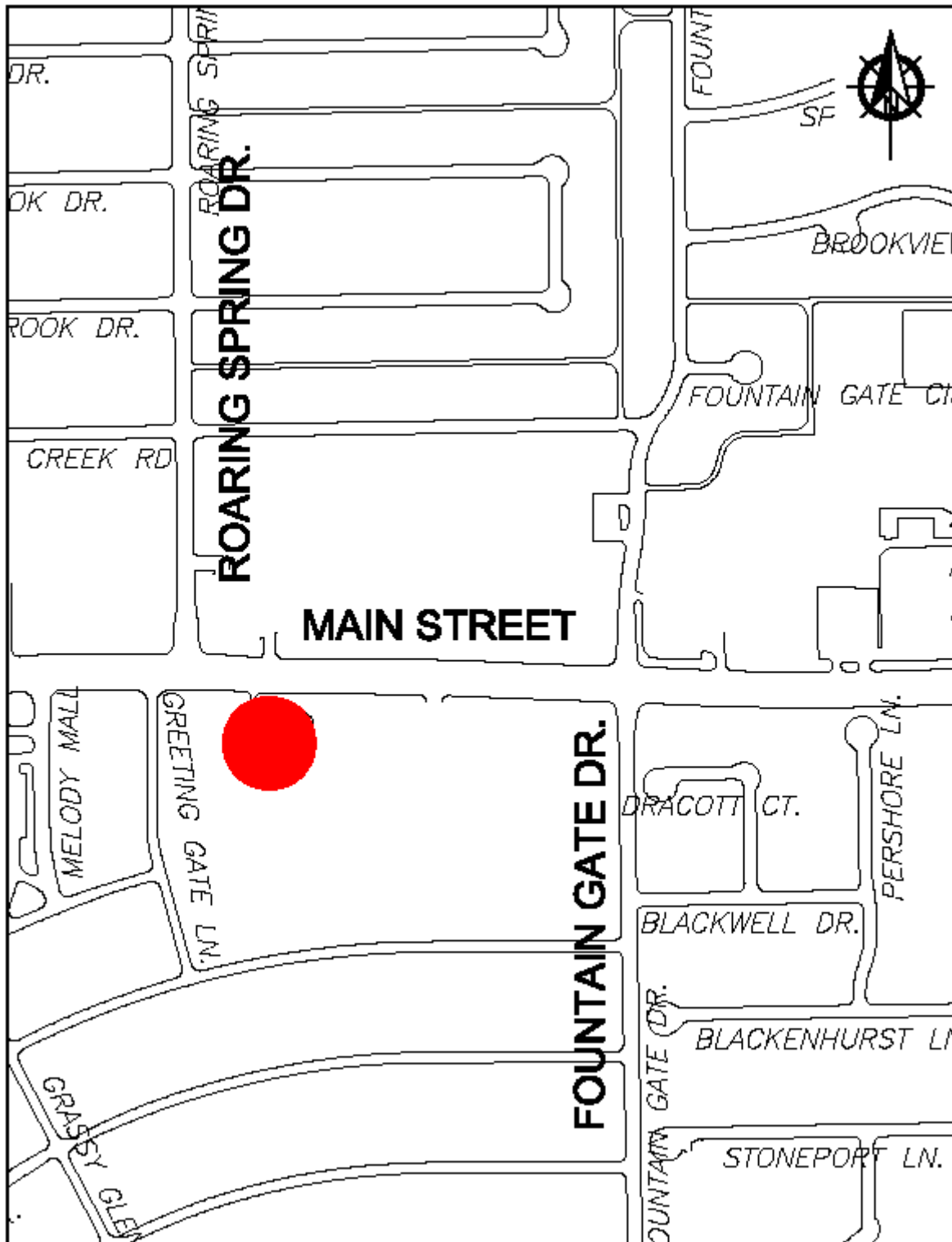
I make a motion to authorize the City Manager to execute an agreement with Kleinfelder Central, Inc. for materials testing on the construction of the two million gallon Hillside Elevated Storage Tank for an amount not to exceed \$50,000.

ATTACHMENT

Location Map

Agreement

Location Map
Hillside Water Tower (CIP#WA0805)





2035 Central Circle, Suite 110
McKinney, TX
75069-8254

p| 972.562.4677
f| 972.542.4366
kleinfelder.com

November 14, 2008
Proposal MCK8P135

Mr. Timothy J. Porter, P.E.
Project Manager
City of Allen
Engineering Department
305 Century Parkway
Allen, Texas 75013

**Subject: Construction Materials Testing Proposal
Hillside Elevated Water Storage Tank
Allen, Texas**

Dear Mr. Porter:

As you requested, Kleinfelder is pleased to submit this proposal for construction materials testing and/or observation services for the referenced project. We understand that the City of Allen is planning to construct a 2 million gallon elevated water storage tank located in Hillside Ballfields located at 900 East Main Street in Allen, Texas. This tank will be a composite tank with a concrete pedestal and a steel bowl. We understand that this tank will be a replacement for the existing steel ½ million gallon tank in Hillside Ballfields.

PROJECT INFORMATION

Based on our review of the project plans and specifications, we understand that the project will consist of the following:

- Elevated water storage tank
 - Drilled shaft foundations or excavation of on-site limestone for a spread footing foundation
 - Scarified and recompacted subgrade
 - Cast-in-place concrete walls
 - Field-welded steel bowl

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- Field abrasive blast and paint of the steel bowl
- Concrete paving
 - Scarified and recompact subgrade
- Associated utilities with compacted backfill

SCOPE OF SERVICES

The following scope of services is based, in part, on project plan and specification requirements and prior conversations with the City of Allen, and is limited to providing testing and/or observations for the previously mentioned construction quantities. As such, we agree to provide a technician to provide the construction materials services as follows. *We do request that your construction representative provide us with a 24-hour notice for scheduling purposes.*

Earthwork

- Obtain and perform laboratory moisture/density relations (ASTM D698) and soil classification tests (liquid limit, plastic limit and percent finer than no. 200 sieve analysis) for each soil type
- Perform in-place moisture/density tests at the rate of 1/2,500 square feet for pad areas, 1/2,500-square-feet for paving areas, and 1/300-linear-feet for utility backfill areas

Drilled Shaft Observation

Excavation observation of the drilled shafts, which will include:

- Record diameter of the drilled shaft
- Record top elevation of the pier (information obtained from plans)
- Record depth to the bearing stratum
- Record penetration depth of the bearing stratum
- Record if casing was used
- Record if plumbness is within specification tolerance
- Record reinforcing steel cage length, horizontal and vertical bar quantity and size

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- Record condition of drilled shaft excavation before concrete placement

Reinforcing Steel

- Perform reinforcing steel observation which will include:
- Record number and size of bars
- Record clearance between bars and spacing
- Record securing, tying and chairing of bars

Cast-In-Place Concrete

Perform testing during concrete placements, which will include:

- ambient and concrete temperature determinations
- entrained air content determination
- slump determination
- Cast four by eight inch concrete test cylinders at the rate of 5/100 cubic yards of concrete or fraction thereof placed per day
- Compressive strength determination of concrete test cylinders with one tested at 7 days and three tested at 28 days. The remaining cylinder will serve as a "hold" specimen in the event that additional testing is required or if the 28-day design strength is not met.

Structural Steel and Coatings

Perform structural steel and coatings observations which will include:

- Verification of welders certification papers (steel services)
- Daily visual observation of welding (steel services)
- Daily observations of abrasive blast and prime coat for thickness and quality (paint services)
- Daily observations of final paint coat (paint services)
- Holiday (discontinuity) testing of the immersion surfaces of the tank interior (paint services)

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- Arrange and coordinate a third-party radiographic inspection of the welding as per AWWA D100

LIMITATIONS

Materials testing and observation services provided by Kleinfelder will be performed in accordance with generally accepted procedures practiced within the site area. No warranty, either express or implied, is made. It should be noted even with diligent monitoring construction defects may occur. In all cases the contractor is solely responsible for the direction and quality of the work, adherence to plans and specifications, and repair of defects regardless of when they are found.

COMPENSATION

While testing is dependent on the construction sequence, weather conditions, and the actual testing performed, we recommend a **budget of \$50,000**. The invoicing for this project will use the attached Fee Schedule and *the actual quantity of work performed*. This amount will not be exceeded without prior approval. The City of Allen and Kleinfelder may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation. Services provided by Kleinfelder will be consistent with the engineering standards prevailing at the time and in the area that the work is performed; no other warranty, express or implied, is intended.

AUTHORIZATION

Please indicate your approval of the proposal by signing one original of the Master Services Agreement and the Work Order and returning the entire document to our office. One original is for your records. Any modifications of the attached language must be accepted by both parties.

* * *

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75069-8254

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f| 972.542.4366

kleinfelder.com

We appreciate the continued opportunity to provide you with our services. If you have any questions or wish to discuss any aspect of our proposal, please call us. Following your authorization, we are ready to begin work and look forward to another successful project.

Sincerely,

KLEINFELDER CENTRAL, INC.



Bill Campbell, Jr., P.E.



Lewis A. Reagan, P.E.

Attachments:

City of Allen Contract for a Consultant
Fee Schedule
Basis of Charges

CONTRACT FOR A CONSULTANT
AN AGREEMENT BETWEEN
THE CITY OF ALLEN, TEXAS
AND
KLEINFELDER CENTRAL, INC.
FOR
Hillside Elevated Water Storage Tank

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN §

THIS AGREEMENT, entered into as of the _____ day of _____, 2008, by and between the CITY OF ALLEN, Collin County, Texas, (hereinafter called "City"), and **Kleinfelder Central, Inc.**, (hereinafter called Consultant);

WITNESSETH:

That, WHEREAS, the City desires to engage the Consultant to render professional engineering services for the preparation of specifications, services during the bidding phase and construction administration for the construction of the **Hillside Elevated Water Storage Tank**.

NOW, THEREFORE, the parties hereby do mutually agree as follows:

I.

Employment of Consultant: The City hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the services hereinafter set forth.

II.

SCOPE OF SERVICES:

Part I: Basic Services – Construction Materials Testing (see attached Proposal MCK8P135)

Part II: Additional Services – Description of additional services, as needed, if any.

Part III: Exclusions

The intent of this scope of services is to include only the services specifically listed herein and none others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

Part IV: FEE SCHEDULE

Opinion of probable construction cost is \$ 50,000

The maximum overall fee established herein shall not be exceeded without written authorization from the City of Allen, justified by increased scope of services.

The following is a summary of the estimated charges for the various elements of the proposed services:

Part I: Basic Fee (time and materials)

Maximum Fee Not to Exceed: \$50,000

III.

Conflict of Interest: The Consultant hereby represents and covenants that neither it nor any of its employees or representatives, has or shall have, directly or indirectly, any agreement or arrangement with any party that would constitute a conflict of interest in regard to the work being performed by the City during the terms of this agreement. Consultant will inform the City of other assignments undertaken on behalf of neighboring communities or governmental agencies that may constitute a conflict of interest.

IV.

Indemnity and Liability: Consultant shall release, defend, indemnify and hold City and its officers, agents and employees harmless from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided by Consultant and to the extent caused by the negligent act or omission or intentional wrongful act or omission of Consultant, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Consultant is legally responsible (hereinafter "Claims"). Consultant is expressly required to defend City against all such Claims. In its sole discretion, City shall have the right to approve defense counsel to be retained by Consultant in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Consultant's obligation to defend City or as a waiver of Consultant's obligation to indemnify City pursuant to this Agreement. Consultant shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Consultant fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Consultant shall be liable for all costs incurred by City.

V.

Entirety of Agreement: This agreement consists of this document, upon which the parties have affixed their signatures, and those documents specifically incorporated herein by reference. This agreement as so constituted is the entire agreement between the parties, with respect to the subject matter hereof, and supersedes all other previous statement, communications, or agreements, whether oral or written. No modification, alteration, or waiver of any provision hereof shall be binding upon the parties unless evidenced in writing and signed by both parties.

VI.

Termination of Contract: The City or Consultant may terminate this contract at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In the event, all finished or unfinished documents, and other materials, should be at the option of the City to become its property. If the contract is terminated as provided herein, the Consultant fee would be paid in an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of the Consultant covered by this contract.

VII.

Personnel: The Consultant represents that it has or will secure at its own expense all personnel required to perform the Services covered by this contract.

VIII.

Project Plans and Specifications: It is agreed that the City of Allen will provide all necessary project information to include:

IX.

Ownership and Use of Materials: All materials prepared by the Consultant shall become the property of the City. The City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract in accordance with the Texas Engineering Practice Act.

X.

Independent Contractor: Consultant certifies that the firm is an independent Contractor, and none of its Contractors, employees, agents, or independent workmen shall be deemed an employee of the City of Allen for any purpose whatsoever.

XI.

Representations: Both the Consultant and the City represent that they have full capacity and authority to grant all rights and assume all obligations that they have granted and assumed under this Agreement.

XII.

Governing Law: The validity of the Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the law of the State of Texas and any venue for any action concerning the Agreement shall be in Collin County, Texas.

XIII.

Legal Construction: In the event one or more of the provisions contained in the 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 the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIV.

Sub-Consultants: The Consultant may employ sub-Consultants to perform the duties outlined in the scope of services in Section II. All sub-Consultants must have prior approval of the City before the beginning of work.

XV.

Notices: All notices to the parties shall be in writing and shall be sent to the address of the party as it appears in this Agreement.

Consultant

Kleinfelder

Lewis A. Reagan, P.E., Project Manager

2035 Central Circle, Suite #110

McKinney, Texas 75069

Owner

City of Allen

Peter H. Vargas, City Manager

305 Century Parkway

Allen, Texas 75013

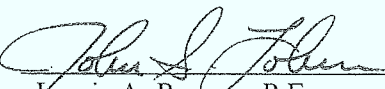
IN WITNESS WHEREOF, the parties hereto have affixed their signatures, the date and year first above written.

CITY OF ALLEN, TEXAS

KLEINFELDER CENTRAL, INC.

By: _____
Peter H. Vargas, City Manager

Date: _____


By:  _____
~~Lewis A. Reagan, P.E.~~
JOHN S. LOFTMAN, PE

Date: 11/14/08

ATTEST:

Shelley George, City Secretary

ATTEST:

 _____
Beverly Fawcett, Key Admin

**Fee Schedule / Estimated Project Budget
Elevated Water Storage Tank
Allen, Texas**

Activity	Invoice Name	Est. Units	Unit Fee	Estimated Cost
Compaction Testing of Fill Materials, Subgrade, and Base				
Moisture-Density Relationship (ASTM D 698)	Moist Density D698	4	\$ 158	\$ 632
Atterberg Limits (PI), ea	Atterberg Limits	4	\$ 58	\$ 232
Percent Finer than #200 Sieve, ea	Minus 200 Only	4	\$ 34	\$ 136
Field Technician, per hr	Soil Services	30	\$ 46	\$ 1,380
Nuclear Field Densities, ea	Nuclear Dens/Min 3	30	\$ 24	\$ 720
Trip Charge, ea	Vehicle Charge/Trip	10	\$ 47	\$ 470
			Subtotal	\$ 3,570
Drilled Pier Foundation Observations				
Field Technician, hr	Foundation/Excav Observ	50	\$ 53	\$ 2,650
Concrete Test Cylinders, ea	Concrete Comp Test	50	\$ 18	\$ 900
Trip Charge, ea	Vehicle Charge/Trip	5	\$ 47	\$ 235
			Subtotal	\$ 3,785
Concrete Testing				
Field Technician, hr	Concrete Services	100	\$ 46	\$ 4,600
Field Technician, hr	Rebar Placement Observ	20	\$ 46	\$ 920
Field Technician, hr	Sample Pick Up/Delivery	20	\$ 46	\$ 920
Concrete Test Cylinders, ea	Concrete Comp Test	120	\$ 18	\$ 2,160
Trip Charge, ea	Vehicle Charge/Trip	30	\$ 47	\$ 1,410
			Subtotal	\$ 10,010
Structural Steel Welding and Coating Observation				
Field Technician, hr	Steel Services (4 hr min)	100	\$ 74	\$ 7,400
Field Technician, hr	Paint Services (4 hr min)	100	\$ 74	\$ 7,400
Radiographic Testing, ls	Outside Services	1	\$ 2,000	\$ 2,000
Field Supplies, ls	Field Supplies	1	\$ 500	\$ 500
Trip Charge, ea	Vehicle Charge/Trip	50	\$ 47	\$ 2,350
			Subtotal	\$ 19,650
Project Management				
Project Manager/Senior Consultant, hr	Project Management	35	\$ 131	\$ 4,585
Administration, hr	Administration	35	\$ 53	\$ 1,855
			Subtotal	\$ 6,440
			appx 15% contingency	\$ 6,545
TOTAL ESTIMATED COST				\$ 50,000

Invoice Name is the terminology that will appear on each invoice submitted

BASIS OF CHARGES

1. Administration is billed at 5 % of the monthly invoice total.
2. Listed herein are typical prices for services most frequently performed by Kleinfelder. Prices for other services provided by the firm or other services not listed will be given upon request, as well as special quotations for programs involving volume work.
3. Invoices will be issued on a periodic basis, or upon completion of a project, whichever is sooner. The net cash amount of this invoice is payable on presentation of the invoice. If not paid within 30 days after the date of the invoice, the unpaid balance shall be subject to a FINANCE CHARGE of 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%.
4. A two-hour minimum charge applies for all field services. Technician time for field services is billed portal-to-portal, in hourly increments following the minimum 2 hours.
5. Hours worked before 7 a.m. / after 5 p.m. Monday through Friday and time worked in excess of 8 hours per day will be charged at 1.5 times the hourly rate. Additionally, weekend (Saturday and Sunday) and holiday work will be charged at 1.5 times the hourly rate. A premium of fifty percent will be charged for laboratory testing requested on a rush basis.
6. Per Diem at a rate of \$115 per day per person or expenses plus 15%, whichever is greater will be charged for all overnight stays. Travel expenses, such as airfare, will be charged at cost plus 15%.
7. Outside services will include a 15% markup unless otherwise noted.
8. We are protected by Worker's Compensation Insurance (and/or Employer's Liability Insurance), and by Public Liability Insurance for bodily injury and property damage, and will furnish certificates thereof upon request. We assume the risk of damage to our own supplies and equipment. If your contract or purchase order places greater responsibilities upon us or requires further insurance coverage, we, specifically directed by you, will take out additional insurance (if procurable) to protect us at your expense, but we shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts of coverage of our insurance.
9. All non-environmental and uncontaminated samples may be disposed of at Kleinfelder's discretion 30 days after submission of final report, unless prior arrangements are made. All environmental samples may be returned to clients at Kleinfelder's discretion 30 days after submission of final report, unless prior arrangements are made.
10. Proper disposal or handling of soil boring cuttings, well development and purge waters, decontamination solutions, and other contaminated/potentially contaminated materials is the responsibility of the client. Kleinfelder can provide containers for onsite containment and can advise the client regarding proper handling procedures.

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

May 26, 2009

SUBJECT:

Authorize the City Manager to Enter into a Professional Services Agreement with MHS Planning & Design, L.L.C. for Preparation of an Update of the Parks, Recreation, and Open Space Master Plan for Amount not to Exceed \$59,250

STAFF RESOURCE:

Tim Dentler, Director of Parks and Recreation
Brian Bristow, Assistant Director of Parks and Recreation

ACTION PROPOSED:

Authorize the City Manager to execute a professional Services Agreement with MHS Planning & Design, L.L.C. for preparation of an update of the Parks, Recreation, and Open Space Master Plan

BACKGROUND

The most recent master plan for the growth and development of the Allen parks system was prepared in 2000 with a plan term through the year 2010. At that time the city population was only 43,000 persons and the community was in a growth boom. Now with a population that has doubled since 2000, and the approach of development build-out and the end of the planning period for the master plan, an update of the plan is needed. The need is multi-faceted: 1) to create a final guiding document that aligns the department mission with remaining development and re-development opportunities and needs, and 2) to give the City as much footing as possible in competing with other Texas communities for grants and alternative funding for park, open space and facility development.

One of the mainstays of grants for parks and recreation needs is the Texas Parks and Wildlife Department which requires that in order for a municipality to receive grant dollars, the grantee must have a master plan no less than five (5) years old. In order for Allen to succeed in obtaining TP&WD and other grants, this master plan update is essential.

This master plan will determine the remaining needs of the community regarding the provision of recreation opportunities as well as provide guidance as to how to best pursue those needs.

The cost of preparing the master plan is:

Basic fee:	\$49,250
Direct costs (travel, reproduction/printing, etc.):	<u>\$10,000</u> (Budgeted maximum)
	\$59,250

BUDGETARY IMPACT

Funds for the preparation of the Parks and Recreation Master Plan are identified in the Parks Master Plan Project (PR0611). Additional funds are identified in Park Dedication Fees from each of the four park dedication fee collection quadrants (PRDA01, PRDB01, PRDC01 and PRDD01).

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to enter into a professional services agreement with MHS Planning & Design, L.L.C. for preparation of an update of the Parks, Recreation, and Open Space Master Plan. The recommended contract amount is a fee not to exceed \$59,250.

MOTION

I make a motion to authorize the City Manager to enter into a professional services agreement with MHS Planning & Design, L.L.C. for preparation of an update of the Parks, Recreation, and Open Space Master Plan for an amount not to exceed \$59,250.

ATTACHMENT

Professional Services Agreement PARD Master Plan

CONTRACT FOR A CONSULTANT

**AN AGREEMENT BETWEEN THE CITY OF ALLEN, TEXAS
AND MHS PLANNING & DESIGN, L.L.C. FOR A COMPREHENSIVE PARKS,
RECREATION AND OPEN SPACE MASTER PLAN**

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN §

THIS AGREEMENT, entered into as of the _____, by and between the CITY OF ALLEN, Collin County, Texas, (hereinafter called "City"), and MHS PLANNING & DESIGN, L.L.C., (hereinafter called Consultant);

W I T N E S S E T H:

That, WHEREAS, the City desires to engage the Consultant to prepare a comprehensive parks, recreation and open space master plan.

NOW, THEREFORE, the parties hereby do mutually agree as follows:

I.

Employment of Consultant: The City hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the services hereinafter set forth.

II.

Scope of Services: The Scope of Services related to the preparation of a comprehensive parks, recreation and open space master plan as further described in the Consultant's proposal (attached).

III.

Conflict of Interest: The Consultant hereby represents and covenants that neither it nor any of its employees or representatives, has or shall have, directly or indirectly, any agreement or arrangement with any party that would constitute a conflict of interest in regard to the work being performed by the City during the terms of this agreement. Consultant will inform the City of other assignments undertaken on behalf of neighboring communities or governmental agencies that may constitute a conflict of interest.

IV.

Indemnity and Liability: The Consultant agrees the City of Allen will not be held liable for any personal or real property damages occurring from acts of agents during the tenure of said agreement.

V.

General Indemnity: The City agrees to indemnify and save Consultant harmless from any and against all losses, claims, demands, damages, and causes of action directly resulting from the negligent acts or omissions of the City, its officers, agents, employees, or subcontractors.

Consultant agrees to indemnify and save City harmless from and against all losses, claims, demands, damages, and causes of action resulting from the negligent acts or omissions of the Consultant, its officers, agents, or employees. Such obligations shall not be construed to negate, oblige, or otherwise reduce any other rights or obligations of indemnity which would otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any part or persons described in this paragraph.

Notwithstanding any of the above, the City shall not be liable for any indirect, remote, or consequential damages.

VI.

Entirety of Agreement: This agreement consists of this document, upon which the parties have affixed their signatures, and those documents specifically incorporated herein by reference. This agreement as so constituted is the entire agreement between the parties, with respect to the subject matter hereof, and supersedes all other previous statement, communications, or agreements, whether oral or written. No modification, alteration, or waiver of any provision hereof shall be binding upon the parties unless evidenced in writing and signed by both parties.

VII.

Termination of Contract: The City or Consultant may terminate this contract at any time by giving written notice to the other, of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination. In that event, all finished or unfinished documents, and other materials, should be at the option of the City to become its property. If the contract is terminated as provided herein, the Consultant fee would be paid in an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of the Consultant covered by this contract.

VIII.

Time of Performance: The City requires that the information outlined above be completed according to the schedule included in the Consultant's proposal (attached).

IX.

Compensation: For all items outlined under Scope of Services above, City agrees to pay a total fee of \$49,250.00 plus mileage and reimbursable expenses as noted in the Consultant's proposal (attached).

X.

Personnel: The Consultant represents that it has or will secure at its own expense all personnel required to perform the services covered by this contract.

XI.

Data and Assistance to be Furnished to Consultant: It is agreed that the City of Allen will provide all necessary project information, to include items listed in the consultant's proposal (attached).

XII.

Ownership and Use of Materials: All materials prepared by the Consultant shall become the property of the City. No such materials shall contain a copyright or statements of ownership. The City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract.

XIII.

Independent Contractor: Consultant certifies that the firm is an independent contractor, and none of its contractors, employees, agents, or independent workmen shall be deemed an employee of the City of Allen for any purpose whatsoever.

XIV.

Representations: Both the Consultant and the City represent that they have full capacity and authority to grant all rights and assume all obligations that they have granted and assumed under this Agreement.

XV.

Governing Law: The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the law of the State of Texas and any venue for any action concerning this Agreement shall be in Collin County, Texas.

XVI.

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

XVII.

Subconsultants: The Consultant may employ subconsultants to perform the duties outlined in the scope of services in Exhibit A. All subconsultants must have prior approval of the City before the beginning of work. All subconsultants expected to work on the project shall be listed in the attached proposal.

XVIII.

Notices: All notices to the parties shall be in writing and shall be sent to the address of the party as it appears in this Agreement.

Consultant

MHS Planning & Design, L.L.C

Mark Spencer
212 W. 9th Street
Tyler, Texas 75701

Owner

City of Allen

Peter H. Vargas, City Manager
305 Century Parkway
Allen, Texas 75013

IN WITNESS WHEREOF, the parties hereto have affixed their signatures, the date and year first above written.

ATTEST:

CITY OF ALLEN, TEXAS

BY: _____

DATE: _____

ATTEST:

Lae Baddis

MHS PLANNING & DESIGN, LLC

BY: _____
Mark H. Spencer

TITLE: *President*

DATE: *5.18.09*

**Proposal for Professional Planning Services
MHS Planning & Design, L.L.C.**



City of Allen Parks & Open Space Master Plan Scope of Services

I Basic Services of the Consultant:

A. Service Area: The service area for the plan will be the corporate limits of Allen.

B. Time Frame: The Master Plan will cover a period of 10 years.

C. Data Collection:

1. Obtain most recent maps of the service area including street maps, topography maps, and aerial photography, if available. Photograph all parks, recreation facilities and park sites in the service area. (See Section II for City's responsibility.)
2. Obtain relevant planning documents including the Allen Consolidated Alternative Transportation and Recreation Trail Plan, the Six Cities Trail Plan, the Linear Greenbelt Park Study, the 2003 Comprehensive Plan and the Public Art Master Plan and produce an updated inventory of parks, recreation, trails and open space facilities within the service area. The updated inventory shall include HOA amenity centers.
3. Obtain the most recent population projections and demographic data for the service area.
4. Provide to the City a resident survey for City distribution regarding recreational opportunities, parks, open spaces, and desires and compile results. (See Section II for City's responsibility.)
5. Meet with City staff to discuss future park projects, desires, programming and maintenance of parks and public places.

D. Analysis of Supply and Demand:

1. Prepare "Needs Analysis" based on current and future supply and user demand. This analysis will include a review of each park in the existing system and will list recommended corrective actions, if any.
2. Conduct an input workshop with special interest groups and sports associations' representatives to further determine recreational needs. (See Attached Schedule)
3. Conduct a workshop with the City Council, City staff, Park Board members and the general public to identify special park issues and desires. (See Attached Schedule)

NOTE: The above listed workshops will be scheduled in two groups to reduce the cost of the Master Plan to the City.

E. Preparation of Preliminary Master Plan

1. Document all park and open space system improvements that have been implemented in the last ten years.
2. Develop sketch plans to identify future land acquisition and proposed facilities for parks, open space, gateways and recreation.
3. Prepare preliminary cost projections for park and recreation improvements proposed for the first five (5) year planning increment and prepare financing alternatives for consideration.
4. Prepare draft written report detailing the Master Plan.
5. Hold an interim meeting with the Park Board to review progress of planning, potential parks and recommendations and establish priorities to be included in the plan.
6. Present preliminary plan and sketches to Park Board, City Council and special interest groups for comment. (One meeting)
7. Submit the draft plan to Texas Parks and Wildlife for review and comment.

F. Preparation of Final Master Plan

1. Incorporate review comments and prepare final written report including cost projections, proposed phasing plan for park and recreation improvements, full color exhibits, and financing alternatives

G. Presentation of Final Plan

1. Make presentation of the final Parks, Recreation and Open Space Master Plan to the Park Board for approval and recommendation to the City Council for adoption, or
2. Make presentation of the final Parks, Recreation and Open Space Plan to the City Council for adoption.
3. Present copies of the final bound plan to the City. Product will be in full color bound format. The Consultant will also deliver to the City the final plan in PDF format on CD. The Consultant will also deliver relevant AutoCAD, ArcView/GIS and Word files to the City for their use.

H. Cost Containment:

1. In order to contain the cost of the plan, not more than eight trips to Allen will be made by the Consultant. The City and the Consultant will make all reasonable efforts to group the scheduling of work tasks and meetings in order to take full advantage of each trip.

II The City's Responsibilities:
The City of Allen will:

- A. Provide full information as to his requirements for the Project.
- B. Provide to the Consultant all reasonably available information pertinent to the Project including a City base map in digital form, topography, aerial photography and all previous reports, including the reports listed in I.C.2 and any other data relative to planning of the Project.
- C. Distribute and collect the citizen's survey and deliver the completed surveys to the Consultant for tabulation and analysis.
- D. Make all provisions for the Consultant to enter upon public and private lands as required for the Consultant to perform his work under this Agreement.
- E. Examine all studies, reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Consultant and shall render in writing decisions pertaining thereto within reasonable time so as not to delay the work of the Consultant.
- F. Advertise for, coordinate and arrange public meetings, board meetings, and focus group meetings, and pay for all costs incident thereto.
- G. Provide such legal, accounting, and insurance counseling services as may be required for the Project.

III Additional Services

- A. General: In addition to the basic services to be furnished by the Consultant under this proposal for which the payment of the standard consulting fee shall be made, the Consultant shall furnish additional services of the following types, if AUTHORIZED BY THE OWNER IN WRITING.
 - 1. Additional services due to significant changes in general scope of the project including, but not limited to, changes in size, complexity, or character when such changes are requested by the Owner.
 - 2. Revising at Owner's request studies, reports, design documents, drawings or specifications which were previously approved by the Owner except the Owner shall not be obliged to pay when:
 - a. The changes are required by regulating authorities or to bring the plan into compliance with applicable codes, ordinances, or standards, or
 - b. The changes are required as a result of some error or omission on the part of the Consultant.
- B. Furnishing of additional copies of reports and additional prints of drawings.
- C. Additional services and costs necessitated by out-of-town travel required by the Consultant other than visits to the Project and consultation in the Owner's office as required by Section I.

- D. Serving as expert witness or giving counsel for the Owner in any litigation, real or potential, or other legal proceeding involving the Project where the Consultant is not a party to the litigation.
- E. Additional services in connection with the Project not otherwise provided for in this agreement.
- F. Preparation of boundary survey, wetland delineation survey, lake permitting, flood studies, geotechnical investigations, plats, legal descriptions, or deeds, record search, abstracting of ownership or other related surveyor work.

IV Fees

- A. The total fee for the work outlined in Section I will be \$49,250.00 plus reimbursable expenses including travel & reproduction.

V Billing

- A. Billing shall be monthly based on the actual work completed. Invoices will be submitted to the City of Allen and shall be due upon receipt. MHS Planning & Design reserves the right to charge the amount of interest allowable under the current laws of the State of Texas on any invoices not paid within thirty (30) days.

VI General Conditions

- A. Termination: This Agreement may be terminated by either party by giving ten (10) days written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated the Consultant shall be paid for work completed plus reimbursable expenses. Reimbursable expenses include actual expense for subcontracted services, transportation, and subsistence of personnel when traveling in connection with the Project; reproduction of reports, drawings, specifications, and similar Project related items.
- B. Estimates: Since the Consultant has no control over the cost of labor and materials, or other competitive bidding and market conditions, the estimates of construction are to be made on the basis of his experience and qualifications but the Consultant does not guarantee the accuracy of such estimates as compared to the Contractor's bid, or the final contract cost.
- C. **LIMITED LIABILITY: THE LIMIT OF LIABILITY OF THE CONSULTANT FOR THIS PROJECT SHALL NOT EXCEED THE TOTAL COMPENSATION OUTLINED IN SECTION IV OF THIS CONTRACT.**
- D. Successors and Assigns: The Owner and the Consultant each binds himself and his officers, successors, executors, administrators and assigns to the other party of this Agreement in respect to all covenants of this Agreement; except as above, neither the Owner nor the Consultant shall assign, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any office or agent of any public body which may be a part hereto.

- E. Findings Confidential: All reports, information, and data prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Owner.
- F. Interest of Members of City: No member of the governing body of the City, and no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Consultant shall take appropriate steps to assure compliance.
- G. Interest in Other Local Public Officials: No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Consultant shall take appropriate steps to assure compliance.
- H. Interest of Consultant and Employees: The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this contract, no person having any such interest shall be employed.
- I. Personnel: The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of the City. The Consultant further represents that although his staff does not include full time professional engineers or registered architects, that all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under the Texas Engineering Practice Act, State Law and local law to perform such services which may be a part hereto.



ALLEN PARKS MASTER PLAN PROCESS & COST

PLANNING STRUCTURE	\$3,500
<ul style="list-style-type: none">– Master Plan Process Overview with Park Board– Introduce Park Classification System– Introduce Level of Service Concept– Establish Time Frame for Master Plan (we recommend 10 years)	
DATA COLLECTION	\$7,950
<ul style="list-style-type: none">– Obtain Current Aerial Photography– Obtain FEMA Maps– Inventory, Walk & Photograph Existing Parks– Inventory, Walk & Photograph Natural Resources– Obtain Current Population & Projected Population	
PUBLIC INPUT	\$7,560
<ul style="list-style-type: none">– Develop Citizens Survey– Conduct Focus Group Meetings– Conduct Input Meetings with the General Public	
GOALS & OBJECTIVES	\$7,000
<ul style="list-style-type: none">– Establish Goals for Parks & Open Space– Establish Objectives– Establish Targeted Level of Service– Identify Active/Passive Recreational Needs	

SCHEMATIC PLAN WORKSHOP	\$6,300
– Existing Parks - Service Area Map	
– Potential Park Projects Map	
– Potential Open Space Projects Map	
– Park Network Map	
PRIORITIES WORKSHOP	\$3,000
– Establish Priority Listing of Facilities & Projects	
PRELIMINARY PLAN	\$8,200
– Easy to Understand Format	
– Descriptive Narrative	
– Color Photos	
– Maps	
– Illustrations to Convey Concepts	
– Meet All Requirements for Texas Parks & Wildlife Approval	
REVIEW PERIOD	\$ 500
– Staff Review	
– Park Board Review	
– Citizen Review	
– Texas Parks & Wildlife Review	
FINAL PLAN & PLAN ADOPTION	\$5,240
TOTAL PRICE	\$ 49,250
TRAVEL & REPRODUCTION EXPENSES	
– Mileage @ \$.55/mile	
– Reproduction @ cost + 10%	

ALLEN PARKS MASTER PLAN

PROCESS & TIMELINE

PLANNING STRUCTURE

June 2009

- Master Plan Process Overview with Park Board
- Introduce Park Classification System
- Introduce Level of Service Concept
- Establish Time Frame for Master Plan (we recommend 10 years)

DATA COLLECTION

June-July 2009

- Obtain Current Aerial Photography
- Obtain FEMA Maps
- Inventory, Walk & Photograph Existing Parks
- Inventory, Walk & Photograph Natural Resources
- Obtain Current Population & Projected Population
- Develop Citizen's Survey

PUBLIC INPUT

August 2009

- Distribute Citizen's Survey
- Conduct Focus Group Meetings
- Conduct Input Meetings with the General Public

GOALS & OBJECTIVES

September 2009

- Establish Goals for Parks & Open Space
- Establish Objectives
- Establish Targeted Level of Service
- Identify Active/Passive Recreational Needs
- Tabulate Citizen's Survey

SCHEMATIC PLAN WORKSHOP

October 2009

- Existing Parks - Service Area Map
- Potential Park Projects Map
- Potential Open Space Projects Map
- Park Network Map

PRIORITIES WORKSHOP

November 2009

- Establish Priority Listing of Facilities & Projects

PRELIMINARY PLAN

December 2009

- Easy to Understand Format
- Descriptive Narrative
- Color Photos
- Maps
- Illustrations to Convey Concepts
- Meet All Requirements for Texas Parks & Wildlife Approval

REVIEW PERIOD

December 2009

- Staff Review
- Park Board Review
- Citizen Review
- Texas Parks & Wildlife Review

FINAL PLAN & PLAN ADOPTION

January 2010

ACTION / IMPLEMENTATION

Kenneth L Maun
Tax Assessor/Collector
Collin County
P O Box 8046
McKinney Tx 75070

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Monthly Collection Status Report
April 2009

City of Allen #06

	Collections Month of April	Cumulative Total 10/1/08 thru 4/30/09	% of Collections
Current Tax Year Collections			
Base M&O	\$178,360.16	29,193,123.64	99.46%
Base I&S	55,695.67	9,115,980.22	
Base I&S Bond			
P&I M&O	17,433.98	61,003.73	
P&I I&S	5,444.02	19,049.52	
P&I I&S Bond			
Attorney Fee	2,999.11	4,534.97	
Subtotal	<u>\$259,932.94</u>	<u>\$38,393,692.08</u>	99.68%
Delinquent TaxYears Collections			
Base M&O	\$42,730.11	259,563.34	
Base I&S	13,391.36	83,654.04	
Base I&S Bond			
P&I M&O	6,875.13	32,439.53	
P&I I&S	2,225.77	10,630.41	
P&I I&S Bond			
Attorney Fee	12,468.77	45,750.47	
Other>	0.00	0.00	
Subtotal	<u>\$77,691.14</u>	<u>\$432,037.79</u>	1.12%
Combined Current & Delinquent:			
Base M&O	\$221,090.27	\$29,452,686.98	
Base I&S	\$69,087.03	\$9,199,634.26	
Base I&S Bond			
P&I M&O	24,309.11	93,443.26	
P&I I&S	7,669.79	29,679.93	
P&I I&S Bond			
Attorney Fee	15,467.88	50,285.44	
Other>	0.00	0.00	
Total Collections	<u><u>\$337,624.08</u></u>	<u><u>\$38,825,729.87</u></u>	100.80%
			100.00%
Original 2008 Tax Levy		<u><u>\$38,516,734.63</u></u>	

Kenneth L Maun
Tax Assessor/Collector
Collin County
P O Box 8046
McKinney Tx 75070

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Levy Outstanding Status Report
April 2009

City of Allen #06

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 3/31/09	\$1,072,046.10	\$302,844.32
Base M&O Collections	234,055.83	56,121.47
Supplement/Adjustments	-8,967.36	-7,696.26
Write-off	0.00	0.00
Remaining Levy as of 4/30/09	<u>\$829,022.91</u>	<u>\$239,026.59</u>
Cumulative (From 10/01/08 thru 4/30/09)		
Original 2008 Tax Levy (as of 10/01/08)	\$38,516,734.63	\$466,141.10
Base M&O + I&S Collections	38,309,103.86	343,217.38
Supplement/Adjustments	621,392.14	116,102.87
Write-off	0.00	0.00
Remaining Levy as of 4/30/09	<u>\$829,022.91</u>	<u>\$239,026.59</u>

Kenneth L Maun
Tax Assessor/Collector
Collin County
P O Box 8046
McKinney Tx 75070

Monthly Distribution Report
April 2009

City of Allen #06

	Distribution Month of April	Distribution 10/1/08 thru 4/30/09
Weekly Remittances:		
Week Ending 4/3/09	\$69,960.22	\$6,979,061.72
Week Ending 4/9/09	61,795.39	\$3,713,585.62
Week Ending 4/17/09	24,068.26	\$9,497,854.39
Week Ending 4/24/09	\$57,815.58	\$7,962,683.85
Week Ending 4/30/09	108,460.97	\$10,621,463.34
Total Weekly Remittances	<u>\$322,100.42</u>	<u>\$38,774,648.92</u>
Overpayment from Prior Month	\$0.00	\$0.00
Manual Adjustment Refund	\$0.00	\$0.00
Commission Paid Delinquent Attorney	\$15,467.88	\$50,285.44
Entity Collection Fee	\$0.00	\$0.00
Judgement Interest	0.00	\$0.00
5% CAD Rendition Penalty	55.78	\$795.51
Total Disbursements	<u><u>\$337,624.08</u></u>	<u><u>\$38,825,729.87</u></u>
Carryover to Next Month	\$0.00	\$0.00



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Active Status

Date: 5/14/2009

Project Number	Project Description	Funding Sources	Completion Date	Project Estimate	Total Encumbrance & Expenditures	Percent Expended
CD0201	HERITAGE GLD HISTORIC VLG	NON-BONDS, CDC, GRANT	9/30/2009	\$1,202,284	\$1,189,010	98.9%
DR0801	BUCKINGHAM DRAINAGE REHAB	NON-BONDS	9/30/2009	\$23,003	\$17,373	75.5%
DR0802	RIDGEVIEW DRIVE DBSI	NON-BONDS	9/30/2009	\$101,448	\$0	0.0%
DR0803	FOUNTAIN GATE ALLEY DRAIN	NON-BONDS	9/30/2009	\$98,141	\$82,378	83.9%
EC0801	EVENT CENTER BUILDING	CDC BONDS, CDC	10/29/2009	\$27,600,000	\$27,208,305	98.6%
EC0802	EVENT CTR PARKING GARAGE	CDC BONDS	2/20/2010	\$7,000,000	\$7,000,000	100.0%
EC0803	EVENT CTR INFRASTRUCTURE	EDC BONDS	2/20/2010	\$13,095,545	\$13,095,545	100.0%
IT0701	PS DISPATCH & RECORDS SYS	NON-BONDS	9/30/2009	\$1,672,935	\$0	0.0%
IT0801	IT PUBLIC SAFETY WIRELESS	GO BONDS, NON BONDS	9/30/2010	\$569,951	\$560,821	98.4%
LB0601	LIBRARY DONOR WALL	GO BONDS, NON-BONDS	9/30/2009	\$143,000	\$130,000	90.9%
PR0202	HILLSIDE PARK	CDC, GO BONDS, NON-BONDS	9/30/2009	\$569,064	\$15,831	2.8%
PR0204	TREE FARM	CDC	12/31/2009	\$48,000	\$5,341	11.1%
PR0302	JUPITER PARK	GO BONDS	9/30/2009	\$785,156	\$20,990	2.7%
PR0305	ENTRY & MONUMENT SIGNAGE	CDC, GO BONDS	9/30/2009	\$75,304	\$6,039	8.0%
PR0402	DAYSRING NATURE PRESERVE	CDC,PARK DED FEES,GO BOND	9/30/2009	\$300,330	\$11,787	3.9%
PR0405	TRAILS CONSTRUCTION, PH 3	CDC, GO BONDS, NON-BONDS	9/30/2010	\$651,890	\$342,198	52.5%
PR0408	PUBLIC ART	NON-BONDS	9/30/2009	\$1,127	\$0	0.0%
PR0418	HERITAGE VILLAGE LANDSCAP	NON-BONDS	9/30/2009	\$25,000	\$0	0.0%
PR0504	ALLEN BARK PARK	CDC	9/30/2009	\$247,000	\$25,830	10.5%
PR0508	FOX HOLLOW RECREATION A.	CDC	9/30/2009	\$72,000	\$0	0.0%
PR0509	FORD POOL REDEVLPMNT PLAN	CDC	6/30/2009	\$100,000	\$74,500	74.5%
PR0514	6 CITIES TRL CONNECTION 8	CDC,GO BOND,NON-BONDS,GR	9/30/2009	\$930,422	\$76,300	8.2%
PR0604	COUNTRY MEADOW PARK IMP#2	CDC,PARKLAND,BOND,NON-BON	6/30/2009	\$226,515	\$213,777	94.4%
PR0609	BETHANY LAKES VETERAN'S	CDC	5/30/2010	\$375,000	\$25,000	6.7%
PR0611	PARKS & REC MASTER PLAN	GO BONDS	9/30/2009	\$30,000	\$0	0.0%
PR0615	CHASE OAKS IMPROVEMENT II	CDC, GO BONDS	9/30/2010	\$1,135,392	\$250,923	22.1%
PR0701	PARK LAND ACQUISITION #3	GO BONDS	9/30/2010	\$3,244,288	\$1,043	0.0%
PR0702	WINDRIDGE NEIGHBORHOOD PK	PARKLAND FEE	12/31/2009	\$160,000	\$144,320	90.2%
PR0703	SHADOW LAKES GREENBELT	CDC	12/31/2009	\$150,000	\$7,500	5.0%
PR0705	PARK COMP SECURITY SYSTEM	CDC	9/30/2009	\$150,000	\$0	0.0%
PR0706	MOLSEN FARM MASTER PLAN	CDC	7/31/2009	\$25,000	\$25,000	100.0%
PR0707	SHADE STRUC @ BALLFIELDS	CDC	9/30/2009	\$234,983	\$215,512	91.7%
PR0709	ASP II BRIDGE DECK	GO BONDS, CDC, NON-BONDS	6/30/2009	\$36,381	\$36,360	99.9%
PR0710	YOUTH CENTER CUST COUNTER	NON-BONDS	9/30/2009	\$6,500	\$0	0.0%
PR0711	WATER FORD PARK PH 5 NP	GO BONDS,PARK DEDICATION	9/30/2010	\$745,350	\$745,349	100.0%
PR0801	SHADE @ CELEBRATION PARK	CDC	9/30/2009	\$100,000	\$0	0.0%
PR0804	MOLSEN FARM DRIVE	CDC	12/31/2010	\$150,000	\$0	0.0%
PR0805	BETHANY LAKES PIER	CDC	9/30/2009	\$85,000	\$41,238	48.5%
PR0806	RAIL/DAM ARCHEOLOGICAL	CDC	9/30/2009	\$30,000	\$0	0.0%
PR0809	SHELLEY FARM NEIGHBH PARK	PARKLAND	12/31/2010	\$6,000	\$6,000	100.0%
PR0810	CELEBRATION PASS PED TRL	CDC, GRANT	12/31/2009	\$91,224	\$48,000	52.6%
PR0812	WATTERS BRANCH BRIDGE	CDC	9/30/2009	\$50,000	\$37,200	74.4%
PR0813	CANCER WALK OF HOPE	NON-BONDS	9/30/2009	\$40,000	\$1,200	3.0%
PR0814	PUBLIC ART BONDS FUND	GO BONDS	9/30/2010	\$88,501	\$0	0.0%



CAPITAL IMPROVEMENT PROJECTS

Prepared by Finance Department

Active Status

Date: 5/14/2009

Project Number	Project Description	Funding Sources	Completion Date	Project Estimate	Total Encumbrance & Expenditures	Percent Expended
PR0815	CELEBRATION PARK PHASE II	GO-BONDS, CDC, NON-BONDS	12/31/2009	\$682,352	\$272,325	39.9%
PR0901	PATIENT MOBILE TRANSPORT	CDC	9/30/2009	\$25,000	\$24,388	97.6%
PR0902	IRRIGATION CONTROL	CDC	9/30/2009	\$83,946	\$83,920	100.0%
PR0903	GRAFFITI REMOVAL MACHINE	CDC	9/30/2009	\$54,000	\$0	0.0%
PR0905	STORAGE SHED	CDC	9/30/2009	\$45,000	\$0	0.0%
PR0906	TREE SPADE	CDC	9/30/2009	\$31,819	\$31,819	100.0%
PR0907	STACY RD - VILLAGES TRAIL	CDC	9/30/2009	\$70,680	\$0	0.0%
PR0909	WALDEN PARK RENOVATION	PARKLAND	9/30/2009	\$80,000	\$1,200	0.0%
PS0601	FIRE STATION #5	NON-BONDS, GO BONDS	9/30/2010	\$3,743,726	\$574,770	15.4%
PS0701	SERVICE CENTER	NON-BONDS, GO BONDS	9/30/2011	\$2,356,461	\$1,372,598	58.2%
PS0801	JAIL EXPANSION	GO BONDS	9/30/2009	\$746,407	\$742,530	99.5%
PS0802	ANIMAL SHELTER EXPANSION	GO BONDS	2/28/2010	\$147,719	\$143,070	96.9%
PS0803	FIRE STATION #6	GO BONDS	9/30/2012	\$196,501	\$58,899	30.0%
PS0901	PS COMMUNICATION SYSTEMS	GO BONDS	9/30/2011	\$196,502	\$0	0.0%
ST0110	SH5, EXCHANGE-STACY	GO BONDS & NON-BONDS	9/30/2009	\$1,470,518	\$1,361,676	92.6%
ST0312	SIGNAL UPGRADE/COM.SYSTEM	GO BONDS & NON-BONDS	9/30/2009	\$1,334,602	\$1,132,012	84.8%
ST0316	FM 2551	FACILITY AGREEMENT	9/30/2010	\$553,080	\$0	0.0%
ST0317	N BETHANY LAKES-WALL PRJ	FACILITY AGREEMENT	9/30/2009	\$100,000	\$66,000	66.0%
ST0501	EXCHANGE,WATTERS-W.BRANCH	FACILITY AGRMNT, NON-BONDS	9/30/2009	\$2,450,000	\$2,377,549	97.0%
ST0503	EXCHANGE PK,TWN CRK-SH121	FAC AGRM, NON-BONDS, GO BON	9/30/2010	\$5,766,500	\$5,701,382	76.2%
ST0603	STACY RD-US 75 TO GREENVI	NON-BONDS, FCLTY AG	9/30/2009	\$3,050,652	\$2,780,605	91.1%
ST0610	ANGEL PARKWAY, PH III	NON-BONDS, FAC AGR, RD IF	9/30/2009	\$826,734	\$803,964	97.2%
ST0704	STACY PII-GREENV TO ANGEL	NON-BONDS	10/31/2011	\$52,500	\$0	0.0%
ST0709	COUNTRY BROOK LANE	GO BONDS, NON-BONDS	9/30/2009	\$535,000	\$478,024	89.4%
ST0710	RIDGEVIEW- ALMA TO STACY	ROADWAY IMPACT, GO BONDS	9/30/2009	\$84,000	\$44,800	53.3%
ST0713	STREET LIGHTS PHASE II	NON-BONDS	9/30/2009	\$17,752	\$0	0.0%
ST0714	EXCHANGE/STACY RAMP REVER	EDC BONDS, NON-BONDS	2/20/2010	\$1,922,811	\$1,892,812	98.4%
ST0801	RIDGEVIEW-CUSTER TO ALMA	GO BONDS	3/30/2010	\$5,703,279	\$2,650,226	46.4%
ST0802	WATTERS RD BOSSY TO RIDGE	GO BONDS, NON-BONDS, RDW IF	9/30/2010	\$502,141	\$224,863	44.8%
ST0806	ALMA IMP ROWLETT/TATUM	NON-BONDS, FAC AGREEMENTS	9/30/2009	\$253,404	\$4,985	2.0%
ST0810	ALMA/HEDGCOXE TRAFFIC SIG	NON-BONDS	9/30/2009	\$43,740	\$33,097	75.7%
ST0811	2009 TRAFFIC SIGNALS	NON-BONDS, FAC AGR, RDW IF	12/31/2009	\$660,644	\$185,441	28.1%
ST0812	FY09 STREET & ALLEY REPAIR	NON-BONDS, GO BONDS	9/30/2009	\$429,938	\$398,904	92.8%
ST0813	SHALLOWATER DRIVE	GO BONDS	9/30/2009	\$35,000	\$33,685	96.2%
ST0902	RIDGEVIEW ALIGNMENT STUDY	GO BONDS	12/30/2009	\$100,000	\$51,000	51.0%
ST9904	CHAPARRAL BRIDGE	GO BONDS, NON-BONDS, FCLTY	9/30/2010	\$1,572,025	\$414,212	26.3%
WA0118	ALLENWOOD SANITARY SEWER	NON-BONDS	9/30/2009	\$1,128,234	\$1,098,732	97.4%
WA0240	CUSTER RD PMP STA#3 EXPNS	W&S BOND, NON-BONDS, IMPACT	6/30/2009	\$5,820,021	\$5,779,058	99.3%
WA0305	OVERSIZING W/S	NON-BONDS, IMPACT FEES	9/30/2010	\$250,000	\$131,109	52.4%
WA0335	WESTSIDE WATERLINE	W&S BOND, NON-BONDS, IMPACT	9/30/2009	\$3,427,426	\$3,377,426	98.5%
WA0401	US75 LIFT STA +12" FRC MN	NON-BONDS	9/30/2011	\$450,054	\$0	0.0%
WA0602	EXCHANGE PARKWAY WATERLIN	NON-BONDS	9/30/2009	\$84,000	\$71,545	85.2%
WA0704	CUSTER ROAD WATERLINE	NON-BONDS	8/31/2009	\$400,000	\$347,213	86.8%
WA0803	LIFT STATION IMPROVEMENTS	NON-BONDS	9/30/2009	\$40,000	\$23,197	58.0%



CAPITAL IMPROVEMENT PROJECTS

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Active Status

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WA0804	PUMP STATION IMPROVEMENTS	NON-BONDS	9/30/2009	\$50,000	\$36,419	72.8%
WA0805	HILLSIDE WATER TOWER	IMPACT FEES, NON-BONDS	6/30/2010	\$5,980,000	\$233,200	3.9%
WA0807	HIGH MEADOWS SEWER LINE	NON-BONDS	9/30/2009	\$800,000	\$96,017	10.3%
WA0808	WATERLINE REPLACEMENT	NON-BONDS	9/30/2009	\$750,000	\$0	0.0%
WA0809	PUMP STATION REHABILITATI	NON-BONDS	9/30/2009	\$25,000	\$0	0.0%
WA0810	LIFT STATION REHABILITATI	NON-BONDS	9/30/2009	\$15,000	\$0	0.0%
WA0901	ROWLETT WATER TOWER FENCE	NON BONDS	9/30/2009	\$140,000	\$117,812	84.2%
WA0902	TIMBERCREEK SANITARY SEWE	NON-BONDS	12/30/2010	\$100,000	\$66,400	0.0%
WA0903	RIDGEVIEW WATERLINE EXT	NON-BONDS	9/30/2009	\$221,175	\$0	0.0%
WA0904	EXCHANGE PKWY WATERLINE	NON-BONDS	9/30/2009	\$362,972	\$0	0.0%



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CD0102	88	FIRE & WEATHER SAFETY TRL	9/30/2001	\$39,722	\$39,722
CD0401	628	HISTORICAL VLG LAND	9/30/2004	\$126,549	\$126,549
DR0311	742	TWIN CREEKS DRAINAGE	9/30/2005	\$703,849	\$703,847
DR0401	703	DRAINAGE REPLACEMENTS	9/30/2005	\$72,991	\$72,991
DR0601	1096	FOREST GROVE	9/12/2008	\$18,993	\$18,992
DR0602	1188	BOWLING ALLEY DRAINAGE	4/16/2009	\$439,863	\$439,863
DR0701	1100	ROWLETT CREEK FLOODPLAIN	9/18/2008	\$30,133	\$30,132
DR9301	576	MUSTANG CREEK	9/30/2003	\$1,123,034	\$1,123,034
DR9905	445	HILLSIDE DRAINAGE	9/30/2004	\$252,944	\$252,944
DR9906	339	HISTORIC DAM	9/30/2003	\$333,226	\$333,226
ED0201	322	MILLENIUM TECH	9/30/2002	\$963,788	\$963,588
ED0301	318	MILLENIUM TECH, PH 2	6/7/2006	\$1,017,817	\$1,017,817
ED0302	628	CENTURY @ BUTLER LAND	6/7/2006	\$597,488	\$587,361
ED8900	862	RIDGEMONT	9/30/2006	\$547,613	\$547,613
ED8910	768	MILLENIUM CORPORATE CNTR	6/7/2006	\$3,277,340	\$3,277,340
G05011	697	SW GRAPPLE TRUCK	9/30/2005	\$89,473	\$89,410
IS0305	313	IT CONDUIT/PHONE SYS,PH1	9/30/2005	\$80,240	\$80,240
IS0306	998	IT CONDUIT/PHONE SYS,PH2	12/20/2007	\$83,225	\$83,225
IS0406	388	CIVIC BLDGS IMPRV, PH3	9/30/2005	\$52,666	\$52,666
IS0501	866	SERVICE CTR LAND ACQUISIT	8/31/2006	\$2,451,091	\$2,451,091
IS0503	850	PUMP STATION PWR FACTOR C	9/7/2006	\$27,666	\$27,666
IS0504	313	CITY HALL BLDG IMPROVEMNT	2/28/2006	\$18,802	\$18,800
IS0505	545	NATATORIUM POWER FACTOR C	3/22/2006	\$30,000	\$30,000
IS0601	877	CITY HALL REMODEL 2006	6/20/2007	\$29,700	\$29,700
IS0602	387	CITY HALL ANNEX RMDL 2006	3/22/2007	\$19,722	\$19,720
IS0702	377	FIRE STATION #2 ROOF	9/21/2007	\$50,038	\$50,038
IS0703	1121	IT DATA CENTER @CITY HALL	9/30/2008	\$506,061	\$506,060
IS0704	984	FIRE STATION #1 CARPET	9/21/2007	\$14,535	\$14,534
IS0705	984	FIRE STATION #1 WRK ROOM	9/21/2007	\$2,301	\$2,301
LB0101	693	MAIN LIBRARY	8/31/2006	\$11,855,075	\$11,855,075
LB0401	848	LIBRARY-ADAPTIVE RE-USE	9/30/2007	\$1,162,673	\$1,162,672
LB0501	863	LIBRARY BOOKS	8/25/2006	\$100,000	\$99,999
LB0701	885	MAIN LIBRARY PHASE II	9/6/2007	\$7,533	\$7,532
PR0002	575	NATATORIUM	9/30/2003	\$9,983,369	\$9,983,369
PR0003	357	BETHANY LAKES AMEN.BLDG.	9/30/2003	\$355,158	\$355,146
PR0004	580	CELEBRATION PARK	9/30/2003	\$6,797,817	\$6,797,814
PR0005	743	TRAILS CONSTRUCTION	11/4/2005	\$606,464	\$606,464
PR0006	334	MEDIAN BEAUTIFICATION	9/30/2002	\$131,333	\$131,333
PR0007	561	ALLEN STA PRK PH.1B	9/30/2003	\$640,777	\$640,777

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PR0008	420	GLNDVR,BETHNY,TWNCRK	9/30/2003	\$803,452	\$803,452
PR0009	233	BOLIN/SUNCREEK PRK	9/30/2002	\$866,922	\$866,922
PR0011	227	CITY HALL LANDSCAPE PH2	9/30/2002	\$455,665	\$455,665
PR0101	233	BOLIN PARK FENCE	9/30/2002	\$85,408	\$85,408
PR0102	746	ALLEN STATION PARK, PH 2	6/4/2007	\$6,571,744	\$6,545,273
PR0103	456	HERITAGE HOUSE TRAINDEPOT	9/30/2003	\$605,706	\$605,706
PR0104	864	CIVIC CENTER PLAZA	8/18/2006	\$1,709,740	\$1,701,446
PR0105	987	SPRING MEADOWS PARK	1/2/2008	\$574,240	\$574,238
PR0106	764	COM. PARK ACQUISITION #1	3/30/2006	\$2,860,834	\$2,860,834
PR0107	368	LOST CREEK PARK	9/30/2003	\$310,140	\$310,140
PR0109	566	FORD EAST PARK RENOVATION	9/30/2005	\$232,147	\$232,147
PR0110	566	FORD WEST PLAYGROUND	9/30/2003	\$47,937	\$47,937
PR0111	570	CTTNWOOD BEND PLAYGROUND	9/30/2003	\$58,629	\$58,007
PR0112	432	REED PARK PLAYGROUND	9/30/2003	\$65,847	\$65,846
PR0113	369	CELEBRATION PLAYGROUND	9/30/2003	\$206,276	\$206,277
PR0114	391	PARK ACQUISITION #2	9/30/2003	\$587,080	\$587,080
PR0115	711	STACY RIDGE PARK	9/30/2005	\$557,444	\$557,444
PR0116	359	MAIN ST LANDSCAPING	9/30/2003	\$205,907	\$205,907
PR0117	577	VALCON SYSTEM	9/30/2003	\$130,207	\$130,207
PR0201	896	COLLIN SQUARE GREENBELT	12/14/2006	\$4,700	\$4,700
PR0203	716	STORY PARK	9/30/2005	\$609,312	\$609,312
PR0206	376	FIRE STA #1 REMODEL	9/30/2004	\$123,736	\$123,736
PR0207	336	SIX CITIES TRAIL	9/30/2002	\$7,500	\$7,500
PR0211	301	BLUFF @ LOST CREEK PH 2	9/30/2002	\$300,000	\$300,000
PR0303	1011	PARK SIGNAGE	1/15/2008	\$56,336	\$56,336
PR0304	696	WATTERS CREEK TRAIL	9/30/2005	\$231,979	\$231,979
PR0306	233	BOLIN/SUNCREEK PARK PH2	9/30/2003	\$3,927	\$3,927
PR0307	389	FORD POOL RENOVATION	9/30/2003	\$83,753	\$83,317
PR0308	840	SENIOR CITIZENS CENTER	9/7/2007	\$4,807,328	\$4,804,321
PR0309	660	TWN CRK 3, IRRIGATION	9/30/2004	\$39,723	\$39,723
PR0401	820	LOST CREEK, PH 3	12/30/2005	\$340,000	\$340,000
PR0403	865	CELEBRATION ADDITIONS #1	8/18/2006	\$483,282	\$400,404
PR0406	763	ALLENWOOD PARK DEVELOPMNT	4/14/2009	\$1,031,507	\$1,031,506
PR0407	432	REED PARK, PH 2	9/30/2005	\$10,900	\$10,320
PR0409	904	NATATORIUM PH 1B	1/2/2007	\$5,000	\$4,850
PR0410	456	HERITAGE CNTR,PH1B	9/30/2004	\$21	\$21
PR0412	817	GLENDOVER NP, PH2	12/31/2005	\$277,024	\$277,024
PR0413	818	BETHANY RIDGE NP, PH2	12/31/2005	\$173,514	\$173,514
PR0414	819	DAYSRING NP (TWN CRK)	12/31/2005	\$39,208	\$39,208

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PR0415	740	QUAIL RUN PARK	8/16/2006	\$403,664	\$403,664
PR0419	937	JUPITER RD STORAGE FAC	6/22/2007	\$36,331	\$36,331
PR0420	748	GOLF COURSE-TAX EXEMPT	7/3/2007	\$5,350,272	\$5,350,268
PR0422	765	GOLF COURSE-TAXABLE	9/30/2006	\$919,887	\$919,883
PR0503	821	BETHANY LAKES PLAYGROUND	12/31/2005	\$114,201	\$114,201
PR0505	911	HERITAGE PARK BRIDGE	3/14/2007	\$184,255	\$184,255
PR0507	1012	BRIDGEWATER CROSSING R.A.	1/17/2008	\$120,653	\$120,652
PR0511	390	FORD PARK EAST IMPRVMENTS	9/30/2005	\$2,505	\$2,505
PR0512	383	J FARMER RCQTBL CT REPLCM	9/30/2005	\$51,899	\$51,899
PR0513	744	COTTONWOOD PARK PH 1B	9/30/2005	\$4,750	\$4,750
PR0602	1116	CMPTN CNTRL/IRRIG+LIGHTS	9/30/2008	\$143,995	\$143,995
PR0603	1135	CELEBRATION #2 SPRAYGRD	12/11/2008	\$125,545	\$125,545
PR0605	870	BETHANY LAKES DISCGOLF EQ	9/7/2006	\$21,071	\$21,070
PR0607	849	CHASE OAKS CLUBHOUSE IMP	12/31/2007	\$175,619	\$175,618
PR0608	859	FORD PARK WEST-HOCKY WALL	8/30/2006	\$24,980	\$24,980
PR0610	1079	HOCKEY STORAGE FACILITY	8/19/2008	\$5,000	\$5,000
PR0612	871	RESERVATION MESSAGE BOARD	9/7/2006	\$4,880	\$4,880
PR0613	1003	CHASE OAKS PAVILION ENCLO	12/14/2007	\$210,800	\$210,799
PR0704	1136	JFRC RENOVATION PHASE 1	12/17/2008	\$22,170	\$22,169
PR0708	989	EX EQUIPMENT @ JFRC & DRN	6/2/2008	\$275,790	\$275,790
PR0722	986	GOLF COURSE-TAXABLE PH 2	12/26/2007	\$19,811	\$19,811
PR0802	1077	FORD SOFTBALL IMPROVEMENT	8/12/2008	\$59,366	\$59,366
PR0803	1047	DRN UV H2O TREATMENT PKG	3/31/2008	\$60,650	\$60,650
PR0807	1076	TWIN CREEK NP	8/7/2008	\$485,000	\$465,190
PR0808	1137	POLICE MONUMENT SIGN	12/11/2008	\$33,750	\$33,750
PR0811	1043	BOLIN PARK ACCESSIBILITY	3/25/2008	\$12,178	\$12,178
PR0816	1132	OUTDOOR CINEMA SYSTEM	1/28/2009	\$19,902	\$19,902
PR0904	0	SCOREBOARDS (ASP/BOLIN)	4/22/2009	\$35,554	\$35,554
PR3S03	0	SUMMER SOUNDS CONCERT SER	9/22/2004	\$105,257	\$117,692
PS0001	388	POLICE BLDG EXPANSION	9/30/2003	\$4,628,393	\$4,628,393
PS0004	546	CENTRAL FIRE STATION	9/30/2003	\$4,300,041	\$4,300,041
PS0201	730	FIRE STA APPARATUS	9/30/2005	\$349,981	\$349,981
PS0301	629	EMERGENCY MGMT WARNG SYST	9/30/2005	\$294,713	\$294,713
PS0302	374	EXHST SYS STA3&4	9/30/2003	\$17,110	\$17,110
PS0304	546	CNTRL FIRE ST GARAGE	9/30/2004	\$143,452	\$143,452
PS0305	630	CNTRL FIRE STA RENVATION	9/30/2004	\$31,902	\$31,902
PS0306	691	FIRE STA 2 3&4 RENVATION	9/30/2005	\$37,700	\$36,975
PS0401	388	POLICE STA ADDITIONS	9/30/2004	\$60,867	\$60,867
PS0402	927	PARKING LOT EXPNSN-POLICE	4/16/2007	\$245,443	\$245,442

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PS0403	546	FIRE STATION IMPRVMT	9/30/2005	\$11,980	\$11,980
ST0035	574	ANGEL PKWY & MALONE	9/30/2003	\$3,290,404	\$3,290,404
ST0036	574	ANGEL PKWY,BY DVLPR	9/30/2003	\$131,042	\$131,042
ST0101	728	ALLEN HTS,BTHNY-PRKMEDIAN	9/30/2005	\$345,000	\$333,385
ST0111	761	FM2170E, ALLEN HTS-FM2551	9/12/2007	\$7,014,185	\$7,014,185
ST0113	854	BETHANY E, US75-ALLEN HTS	5/8/2006	\$3,915,419	\$3,915,419
ST0123	671	E EXCHANGE,SH5-1378	9/30/2004	\$3,014,641	\$3,014,641
ST0127	367	SGNL LT-CNTRY@MCDRM	9/30/2003	\$445,783	\$445,783
ST0136	672	ALMA DR,TATUM-BELAIR	9/30/2004	\$1,181,982	\$1,181,982
ST0137	330	WATTERS RD, PH I	9/30/2002	\$351,626	\$351,626
ST0141	395	ASPHALT PAVEMENT,PH I	9/30/2003	\$361,382	\$361,381
ST0142	556	CONCRETE ALLEY REPLCMNT	9/30/2003	\$672,824	\$672,823
ST0146	195	MAIN/MALONE INTERSECTION	9/30/2002	\$150,000	\$148,279
ST0148	231	101 S BUTLER,ASBSTS	9/30/2002	\$14,086	\$14,086
ST0201	396	SH 5 SIDEWALKS, PH2	9/30/2003	\$314,059	\$314,059
ST0202	876	ALLEN DRIVE	9/27/2006	\$3,036,182	\$3,036,182
ST0203	674	ST MARY'S DRIVE	9/30/2004	\$550,731	\$550,729
ST0204	360	STREET LIGHT INSTALLATION	9/30/2003	\$425,933	\$425,933
ST0205	361	ASH DRIVE	9/30/2003	\$320,736	\$320,735
ST0206	193	TEN OAKS	9/30/2002	\$58,880	\$58,880
ST0207	670	BETHANY SIGNAL	9/30/2004	\$151,140	\$151,140
ST0249	1089	ALLEN CENTRAL DRIVE	9/10/2008	\$48,116	\$48,116
ST0301	731	RIDGEMONT DRIVE	9/30/2005	\$824,510	\$824,510
ST0302	652	ASPHLT RPLCMNT PH2	9/30/2004	\$648,681	\$648,681
ST0304	364	RIDGEVIEW, US75-STACY RD	9/30/2004	\$228,000	\$227,250
ST0306	895	ANGEL PKWY, LANDSCAPE& LT	11/20/2006	\$418,831	\$418,830
ST0309	664	CONCRETE ALLEY PH 11	9/30/2004	\$476,646	\$476,035
ST0310	766	ALLEN DRIVE, PHASE 2	9/7/2006	\$674,124	\$674,124
ST0311	1058	INTERSECTION IMPROVEMENTS	4/30/2008	\$95,194	\$95,193
ST0313	628	BEL AIR DR ROW	9/30/2004	\$186,099	\$186,099
ST0315	767	BETHANY DRIVE EAST	12/8/2006	\$1,825,519	\$1,825,519
ST0318	351	BTHNY @AYLSBY SGNL	9/30/2004	\$74,840	\$74,840
ST0319	373	RDGVIEW/RWLT CR BRG	9/30/2003	\$74,376	\$74,375
ST0320	673	EXCHNGE PKWY@RVRCST	9/30/2004	\$92,298	\$92,298
ST0321	657	TRAFFIC SIGNALS	9/30/2004	\$130,700	\$130,700
ST0338	703	CONCRETE REPLACEMENTS	9/30/2005	\$835,525	\$835,525
ST0403	812	ST. MARY DRIVE, PH 2	2/10/2006	\$617,417	\$617,417
ST0404	853	HEDGCOXE RD,DCHSS-LNGWOOD	5/2/2006	\$144,283	\$144,282
ST0406	672	BEL AIR - ALMA SIGNAL	9/30/2005	\$106,916	\$106,916

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ST0407	739	TWIN CREEKS 7A1 AND 7A2	9/30/2005	\$133,380	\$133,380
ST0415	720	WATTERS RD,TWN CRK-WTRAIL	9/30/2005	\$244,935	\$244,935
ST0416	940	HILLSIDE/WNDRDGE ST.LIGHT	7/5/2007	\$7,248	\$7,248
ST0504	855	LED SIGNAL LIGHTS	5/11/2006	\$42,027	\$42,026
ST0505	979	RIDGEVIEW/CUSTER INTR SCTN	8/31/2007	\$153,014	\$153,014
ST0506	739	TEN OAKS LANDSCAPE	9/30/2005	\$25,000	\$24,210
ST0507	1090	ST. MARY DRIVE, PH 3	9/10/2008	\$2,007,891	\$2,007,890
ST0508	856	MCDERMOTT/75 INTERSECTION	5/11/2006	\$158,835	\$158,835
ST0509	822	McDRMTT@ALLEN DR INTR SCTN	2/20/2006	\$132,508	\$132,508
ST0601	1101	FIRE STA 2&3 EMERG SIGNAL	9/18/2008	\$130,870	\$130,871
ST0604	935	DUCHESS AND HEDGCOXE	6/21/2007	\$120,958	\$120,958
ST0606	941	CUMBERLAND CROSSING	7/5/2007	\$43,954	\$43,953
ST0607	939	SHALLOWATER BRIDGE	7/2/2007	\$180,000	\$180,000
ST0608	1117	STACY-WATTERS TRAFFIC SIG	9/30/2008	\$146,318	\$140,317
ST0697	892	SIDEWALK	9/30/2006	\$17,308	\$17,308
ST0701	1113	ALLEN DRIVE, PHASE 3	9/30/2008	\$361,098	\$361,098
ST0702	1120	EXCHANGE PKWY SIGNALS	9/30/2008	\$141,638	\$141,638
ST0703	923	WINDRIDGE EXCHANGE PKWY	3/22/2007	\$78,432	\$78,431
ST0705	1091	ALMA/HEDGCOXE	9/9/2008	\$480,000	\$410,322
ST0706	1083	JUPITER RD REPLACEMENT	9/5/2008	\$193,810	\$193,809
ST0707	954	US 75/SH 121 ROW	9/9/2008	\$150,000	\$150,000
ST0708	980	MCDERMOTT TURN LANE	9/12/2007	\$25,044	\$25,044
ST0711	1154	MAIN STREET LANDSCAPING	1/19/2009	\$289,681	\$289,681
ST0712	1092	2551/MAIN ST SIDEWALKS	9/12/2008	\$19,613	\$19,612
ST0715	1093	HEDGCOXE ROAD	9/10/2008	\$400,000	\$370,051
ST0717	1094	MCDERMOTT PAVEMENT REHABI	9/10/2008	\$348,729	\$348,728
ST0805	1167	STREET & ALLEY REPAIR	2/12/2009	\$297,649	\$297,648
ST0809	1119	BETHANY TRAFFIC SIGNALS	9/30/2008	\$8,750	\$8,750
ST9508	719	SH5 MEDIANS,CHP-XCH	9/30/2005	\$1,367,605	\$1,367,605
ST9512	229	MCDERMOTT,CUSTER-US75	9/30/2002	\$11,638,037	\$11,638,037
ST9809	572	COLLECTOR SIDEWALKS	9/30/2003	\$559,631	\$559,225
ST9828	230	ALMA DR, EXCHANGE-SH121	9/30/2002	\$3,566,608	\$3,566,608
ST9829	538	STACY RD,US75-SH121	9/30/2003	\$9,672,319	\$9,672,319
ST9903	541	BETHANY WEST	9/30/2003	\$5,671,564	\$5,671,564
ST9918	366	WATTERS,BETHANY-MCDERMOTT	9/30/2003	\$1,689,394	\$1,689,394
WA0009	228	LOST CREEK LIFT STATION	9/30/2001	\$88,000	\$87,879
WA0016	87	HIGHPOINT WATER LINE	9/30/2001	\$57,271	\$57,271
WA0027	560	ALLEN HTS IMPROVEMENTS	9/30/2003	\$1,170,306	\$1,170,302
WA0030	537	ALLEN HTS,PH II WATERLINE	9/30/2003	\$1,205,493	\$1,205,491



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Project Number	Fixed Assets #	Project Description	Completion Date	Project Estimate	Project Total Costs
WA0036	579	STACY RD PUMP STA#2	9/30/2003	\$5,130,942	\$5,130,942
WA0112	872	PRESTIGE CIR WATER TOWER	9/12/2006	\$4,165,604	\$4,165,604
WA0120	632	LOST CREEK RANCH PH2A	9/30/2004	\$348,230	\$348,230
WA0132	557	S.C.A.D.A.	9/30/2003	\$352,456	\$352,456
WA0133	356	HEDGCOXE WATERLINE	9/30/2003	\$255,881	\$255,881
WA0134	356	OVERSIZING W&S	9/30/2003	\$14,654	\$14,654
WA0214	392	WATERLINE REPLACEMENT	9/30/2003	\$124,375	\$124,375
WA0215	677	OLA SEWER/LIFT STA.	9/30/2004	\$936,723	\$936,720
WA0216	578	COTTONWOOD CREEK SEWER	9/30/2003	\$835,838	\$835,838
WA0217	731	RIDGEMONT SEWERLINE	9/30/2005	\$225,000	\$225,000
WA0218	308	STACY RIDGE LIFT STATION	9/30/2002	\$218,550	\$218,550
WA0219	358	BETHANY RIDGE LIFTSTATION	9/30/2003	\$113,616	\$113,616
WA0301	1122	TWN CREEKS 36" WTRLINE 6B	9/30/2008	\$734,100	\$734,099
WA0302	735	WATER TOWER SECURITYLIGHT	9/30/2005	\$423,572	\$423,572
WA0303	676	FAIRVIEW WSTWTR INTR	9/30/2004	\$104,682	\$104,682
WA0402	698	36" WATERLINE TC6A	9/30/2005	\$211,242	\$211,242
WA0403	811	ST. MARY DRIVE, PH 2	2/9/2006	\$83,000	\$82,798
WA0407	739	TWIN CREEKS 7A1 AND 7A2	9/30/2005	\$237,435	\$237,435
WA0415	720	WATTERS RD-QUAIL RUN	9/30/2005	\$29,470	\$29,470
WA0507	936	ST MARY DR PH III WATER	6/20/2007	\$57,000	\$57,000
WA0511	932	EAST MAIN WATER LINE	6/12/2007	\$1,554,666	\$1,554,666
WA0601	950	JUPITER RD SEWER REPLACEM	1/19/2009	\$488,201	\$488,200
WA0701	579	STACY RD GROUND STORAGE	9/12/2007	\$555,816	\$555,816
WA0702	1095	COUNTRY CLUB WATERLINE	9/9/2008	\$97,442	\$96,121
WA0703	1189	BEACON HILL/MCDERMOTT W/L	4/16/2009	\$53,399	\$53,399
WA0801	1084	ALLEN DRIVE PHASE III	9/5/2008	\$161,198	\$161,198
WA0802	1156	FAIR MEADOW SANITARY SEWE	1/19/2009	\$123,876	\$123,876
WA0806	1190	STACY TANK CATHODIC PROTE	4/16/2009	\$9,813	\$9,813
WA9822	226	PUMP STA #3 & 2 TNK	9/30/2002	\$9,552	\$9,552
WA9923	224	LNDSCP 2 ELEV TANK	9/30/2002	\$6,645	\$6,645
WA9925	225	CUSTER PMP ST3 LDSC	9/30/2002	\$89,488	\$89,488
WA9931	636	ALMA,TATUM-BELAIR	9/30/2004	\$20,921	\$20,920
Total Expenditures:				\$183,138,705	

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE: May 26, 2009

SUBJECT: Conduct a Public Hearing and Adopt a Resolution for an Amendment to the 2008-2009 Annual Action Plan for the Community Development Block Grant (CDBG) Program.

STAFF RESOURCE: Lee Battle, AICP
Assistant Director of Planning and Development

ACTION PROPOSED: Conduct a public hearing and adopt a resolution for an amendment to the 2008-2009 Annual Action Plan for the Community Development Block Grant (CDBG) Program.

BACKGROUND

Through the American Recovery and Reinvestment Act, the City is eligible for additional CDBG funding in the amount of \$66,000. In order to apply and receive these funds, the City is required to amend the 2008 – 2009 Annual Action Plan, which identifies what activities will be funded. The standard HUD regulations for the expenditure of these funds apply including a cap on how much can be allocated to administrative costs and to grants to public service agencies. The requirements for this Plan amendment are set forth in detail through federal regulations and include a public comment period and public hearing.

Staff is proposing that these funds be allocated to the existing Home Repair program. This program provides assistance to low income residents to make necessary repairs and currently has a waiting list. These funds will help the program complete approximately three additional repair projects this year.

BUDGETARY IMPACT

This amendment will add \$66,000 to the current CDBG program year.

STAFF RECOMMENDATION

Staff recommends that the City Council approve an additional \$66,000 in CDBG funding to the current program year for the Home Repair program.

MOTION

I make a motion to adopt Resolution No. _____ amending the 2008-2009 Annual Action Plan for the Community Development Block Grant (CDBG) Program.

ATTACHMENT

Resolution Adopting Action Plan
CDBG-R Activity Data Spreadsheet
CDBG-R Proposed Project
Substantial Amendment

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE 2008-2009 COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN; AUTHORIZING ITS SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD); REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Allen City Council recognizes the importance of neighborhood integrity and the needs of individuals that may be assisted through participation in the Community Development Block Grant (CDBG) Program; and,

WHEREAS, the Allen City Council has identified high priority affordable housing and community development needs; and,

WHEREAS, the Allen City Council has undertaken a public participation process including a public comment period, input from residents and public hearings.

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

SECTION 1. In order to fulfill the requirements of the Community Development Block Grant Program of the City of Allen, the City Council of the City of Allen, Texas, hereby amends the 2008-2009 Annual Action Plan.

SECTION 2. The Mayor of the City of Allen, and the City Manager, are hereby authorized to submit the 2008-2009 Annual Action Plan amendment to the U.S. Department of Housing and Urban Development (HUD) for review and approval.

SECTION 3. Any prior resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

SECTION 4. Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 5. This resolution shall take effect immediately from and after its passage and it is so duly resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 26TH DAY OF MAY, 2008.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CDBG-R
Activity Data Spreadsheet

Jurisdiction/Grantee Name:		CDBG-R Formula Grant Amount:					Date:	
Activity Name	Activity Description	Eligibility (Regulatory or HCDA Citation)	National Objective Citation	CDBG-R Project Budget (\$)	Additional Recovery Funds (\$)	Other Leveraged Funding (\$)	Total Activity Budget	
Owner-Occupied Housing Rehabilitation Program	The Owner Occupied Housing Rehab program will include small and major repairs as well as weatherization improvements to low to moderate income households. This activity meets the national objective of benefiting low and moderate persons.	24 CFR 570.202	24 CFR 570.208	66,501			66,501	
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CDBG-R
Activity Data Spreadsheet

Jurisdiction/Grantee Name:		CDBG-R Formula Grant Amount:					Date:	
Activity Name	Activity Description	Eligibility (Regulatory or HCDA Citation)	National Objective Citation	CDBG-R Project Budget (\$)	Additional Recovery Funds (\$)	Other Leveraged Funding (\$)	Total Activity Budget	
								0
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CDBG – R Proposed Project:

In accordance with federal regulations and guidelines under the Community Development Block Grant program, the City of Allen will use the \$66,501 funding under the Housing Rehabilitation Program, to benefit low-to-moderate income homeowners. These funds were given priority so that the City may expend the funds quickly in accordance with CDBG-R guidance by the U.S. Department of Housing and Urban Development. This guidance requires that priority will be given to projects that can award contracts based on bids within 120 calendar days from the date funds are made available.

Repairs under the Owner-Occupied Housing Rehabilitation Program were determined to be a priority need within the 2008 Annual Action Plan. Of its current CDBG funding, the Owner-Occupied Housing Rehabilitation Program has a budget of \$90,000. The Housing Rehabilitation Program assists eligible homeowners with emergency, small and major repairs and weatherization. The CDBG-R program will include activities to promote energy conservation through weatherization repairs. The Owner-Occupied Housing Rehabilitation Program is in selected target areas which include Hillside Village, Windridge Estates, and Oakhill neighborhoods are critical areas in the delivery of services for low-to-moderate income households, in accordance to the Consolidated Plan. Outreach of services will continue to be distributed citywide.

With the addition of weatherization assistance, this funding can assist additional low to moderate income households with home repairs and help provide efficient solutions to reduce energy costs. Other benefits include increased comfort, preserve housing stock in older neighborhoods and revitalizing communities. In addition, there is an economic impact as additional funds help the City address the Recovery Act by fostering energy independence; assist those most impacted by the recession, and foster the creation of jobs as the program works with small and minority owned contractors, many of whom have been also greatly impacted by the reduction of jobs.

SUBSTANTIAL AMENDMENT TO THE 2008-09 ANNUAL ACTION PLAN UNDER THE CONSOLIDATED PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT– RECOVERY FUNDS (CDBG-R)

Background:

The City of Allen receives Community Development Block Grant (CDBG) funding each year as an entitlement grantee, under the U.S. Department of Housing and Urban Development (HUD). Under federal regulation, the City submits an Annual Action Plan, which determines the programs and activities executed each year, under the Consolidated Plan.

President Obama signed into law the American Recovery and Reinvestment Action of 2009 (ARRA). The U.S. Department of Housing and Urban Development (HUD) will administer ARRA funds under its jurisdiction, including funding for the Community Development Block Grant – Recovery Program (CDBG-R). To apply for the available funds, grantees are required to submit a Substantial Amendment to its 2008-2009 Annual Action Plan. The City of Allen is required to amend its existing Consolidated Plan to include the CDBG-R funds. The Substantial Amendment serves as the means to amend.

Based on the published notice of the U.S. Department of Housing and Urban Development (HUD), the City of Allen expects to receive a direct allocation of \$66,501 through the CDBG-R program. Staff is recommending funding to be used for repair services under the City's Owner-Occupied Rehabilitation Program. These funds are separate from the regular, annual CDBG allocation to the City. The total CDBG program allocation for FY 2008-09 is in the amount of \$249,958. The local department to administer these funds is the City of Allen's Planning and Development Department.

Citizen Participation and Public Comments:

The City of Allen, to ensure the opportunity for public review and comment, will hold a seven (7) day comment period for the substantial amendment. The total public comment period will begin May 19, 2009 to May 26, 2009. The public notice will be posted on the City of Allen's website, www.cityofallen.org on Tuesday, May 19, 2009 on or at 5:00 PM. To further engage residents in the process, the City will receive comments at the City Council meeting on Tuesday, May 26, 2009 at 7:00 PM at 305 Century Parkway, Allen, TX. Copies of the Substantial Amendment to the Consolidated Plan will also be made available at the following locations: Reception Desk of the Planning and Development Department, 305 Century Parkway during the hours of 8 a.m. – 5: p.m. and at the Reference Desk of the Allen Public Library, 300 N. Allen Street during regular library hours.

Comments will be accepted until May 26, 2009 at 5:00 PM to the CD Planner. The public will have a final opportunity to make comments at the regular City Council meeting held at 7:00 PM at City Hall, Council Chambers, 305 Century Parkway, Allen Texas. All comments will be considered.

A summary of public comments will be provided to the U.S. Department of Housing and Urban Development, including a summary of any comments or views not accepted and the reasons for non-acceptance.

Proposed Project:

In accordance with federal regulations and guidelines under the Community Development Block Grant program, the City of Allen will use the \$66,501 funding under the Owner-Occupied Housing Rehabilitation Program, to benefit low-to-moderate income homeowners. These funds were given priority so that the City may expend the funds quickly in accordance with CDBG-R guidance by the U.S. Department of Housing and Urban Development. This guidance requires that priority will be given to projects that can award contracts based on bids within 120 calendar days from the date funds are made available

ALL COMMENTS MUST BE SUBMITTED IN WRITING WITH A VALID NAME AND ADDRESS.
FORWARD ALL COMMENTS TO:

M. Nelda Thomas, Community Development Planner
Planning and Development Department
City of Allen
305 Century Parkway
Allen, TX 75013
Office: 214-509-4164
Fax: 214-509-4179

CITY COUNCIL AGENDA COMMUNICATION
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AGENDA DATE: May 26, 2009

SUBJECT: Adopt a Resolution Establishing New Rates and Fees for Commercial and Residential Solid Waste, Recycling, and Household Hazardous Waste Services

STAFF RESOURCE: Steve Massey, Community Services Director
Donna Kliewer, Waste Services Manager

PREVIOUS COUNCIL ACTION: The current rate and service resolution was approved by City Council on May 27, 2008, in Resolution 2743-5-08(R)

ACTION PROPOSED: Adopt a resolution establishing new rates and fees for commercial and residential solid waste, recycling, and household hazardous waste services

BACKGROUND

Commercial Rate Adjustment

The commercial rates are no longer being adjusted by the annual increase in the Consumer Price Index (CPI) due to the change in the Community Waste Disposal (CWD) contract last year. Commercial rate increases are affected when CWD's Variable Fuel Adjustment Fee (VFAF) applies, through changes in the North Texas Municipal Water District's (NTMWD) disposal costs, and cost increases in the Solid Waste Fund's internal operating expenses.

The VFAF is now set to apply when diesel fuel costs exceed \$2.85 per gallon. VFAF peaked last year at about a 20% cost factor about when the CWD contract was renegotiated in May 2008. The VFAF was stopped completely when fuel price declined last fall. The current VFAF gives commercial customers about \$0.73 "head room" before the VFAF is again applied because diesel fuel costs are now about \$2.13 per gallon.

NTMWD Cost Increases

NTMWD builds its budget for member cities in the solid waste system based on tonnage projections provided by the member cities, their internal operating expenses, and debt service requirements. We typically think of NTMWD solid waste costs as disposal charges per ton. However, what NTMWD actually does is assign each member city the percentage cost of their operating budget that is proportionate to the member city's percentage of total tons delivered to the system. For the current Fiscal Year (FY), NTMWD projected 610,241 tons with an operating budget of \$22,128,220; thus yielding an anticipated \$36.26 charge per ton (See attachment). However, at current tonnage projections the "system" will come in about 14 percent below predicted tonnages with Allen at 96 percent of prediction, Richardson at 88 percent of prediction, McKinney and Plano at 86 percent of prediction, and Frisco at 81 percent of prediction. Because the system cost will not decrease significantly despite the tonnage reduction, the "effective" cost per ton increases from \$36.26 to \$40.94 per ton. Equally as significant from a budgeting perspective is the fact that Allen's share of the total tonnage increases from 8.8 percent to 9.8 percent using the current projections for this Fiscal Year, FY08-09. The table below shows the current projection of where the system will be in tons and member city percentages at year's end versus the original NTMWD budget from last fall.

City	Sep 08 Estimated Tons	Currently Projected Tons	Tonnage Reduction in Percent	Sep 08 Estimated City Percentage	Currently Projected City Percentage	Percent Change in City Percentage
Allen	53,500	50,486	-6%	8.8	9.8	+ 1.0%
Richardson	107,060	94,797	-12%	17.5	18	+ 0.5%
McKinney	135,026	116,332	-14%	22.1	22.1	0%
Plano	219,678	187,950	-14%	36	35.6	- 0.4%
Frisco	94,977	76,778	-19%	15.6	14.5	- 1.1%
Total	610,241	526,334	-14%	100	100	

The situation of member Cities over-forecasting tonnage is largely due to the recession-driven decrease in consumption and construction activities and is likely to continue into FY09-10. Allen's percentage of the total tons disposed gradually increased over the last eighteen months. A regression analysis of the trend indicates that if tonnages fail to increase as the recession passes, by the end of FY09-10 Allen could be about 11.2 percent of the NTMWD budget while the current NTMWD forecast shows the City as 9.3 percent. The City staff built the FY09-10 solid waste budget estimating that Allen would end up at 10.3 percent of the NTMWD budget due to anticipated easing of the recession. This estimate is still up from our current end of FY08-09 percentage of 9.8 percent by another one-half percent.

Coupled with this cost reallocation is the fact that the NTMWD solid waste disposal cost per ton at full tonnage forecast is set to increase from \$36.26 in FY08-09 to \$37.81 in FY09-10, a 4.3 percent increase. However, in terms of "effective" cost per ton, FY08-09 will end up at about \$40.94 per ton and FY09-10 will end up at about \$41.86 per ton. A table showing the trend in NTMWD disposal costs is provided below.

Fiscal Year	01-02	02-03	03-04	04-05	05-06	06-07	07-08	08-09	09-10
Disposal Cost/Ton	\$22.35	\$23.09	\$24.45	\$29.53	\$30.23	\$29.45	\$32.93	\$36.26*	37.81*
Change	- 0.22	+\$0.74	+\$1.36	+\$5.08	+\$0.70	-\$0.78	+\$3.48	+ \$3.33	+\$1.55
"Effective" Cost/Ton	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$40.94**	\$41.86**

*Taken from NTMWD's Preliminary Cost Projection dated March 23, 2009 (attached).

** "Effective" Cost/Ton estimate is based on analysis of the trend in disposal tonnages actually delivered to NTMWD the last eighteen months.

The full impact of the NTMWD tonnage cost increase plus the costs increases associated with reallocation of disposal costs due to disposed tonnage "percentage reallocation" is about \$250,000 in the FY08-09 budget year and \$221,000 in the FY09-10 budget year.

Residential Rate Adjustment

Residential rates are subject to two annual rate increases that benefit CWD; an annual CPI increase plus an increase to compensate CWD for increased composting (yard waste) expenses. The residential rates are also adjusted annually to assure revenues are sufficient to fund increased City Solid Waste Fund expenses and NTMWD Solid Waste System operating expenses.

The Department of Labor CPI for the one year period ending April 15, 2009, showed a CPI increase of 0.8%. This CPI translates to a residential rate increase for basic services (one trash and recycle cart) of \$0.05 per month, with an additional \$0.03 for each additional trash poly cart per month, and an additional \$0.01 for each additional recycle poly cart per month. The adjustment for compost drop off cost increases accounts for an additional \$0.03 per month for basic services (one trash and recycle cart). Therefore the total rate adjustment for benefit of CWD is \$0.08 per month for basic services, \$0.03 for each additional trash poly cart per month, and \$0.01 for each additional recycle poly cart per month.

Solid Waste Fund Cost Adjustments

The FY09-10 budget that was developed to reflect no additional staffing, equipment, or increased waste services. The budget reflects increased costs to pay NTMWD, cover CWD's cost adjustments, and keep the fund providing its current level of service while decreasing travel by 25 percent and applying a 3 percent cost reduction in all budget lines that have any cost flexibility. Fund revenues in FY08-09 and FY09-10 are also being impacted by about a two-thirds decrease in interest earnings on the fund's working capital as interest rates have plummeted.

Rate Increase to Break Even in FY09-10

Staff initially developed a solid waste budget to approximately balance the Solid Waste fund's revenues and expenses in FY09-10. This is staff's typical approach. However, that "break even" budget increased Commercial cost per ton by 8.4 percent and would increase residential rates by 11.2 percent from \$14.35 to \$15.95 per month for a typical monthly bill. It is staff's goal to keep residential disposal costs in Allen at or below the average cost for the four cities being Allen, Plano, Richardson, and McKinney. We generally do not include Frisco because their waste services fund is operated in a manner to effectively subsidize residential disposal fees and keep them much lower than the waste funds in the other four cities. Under this "break-even" budget, Allen's cost would have been \$0.19 above the four city average of \$15.76.

The Opportunity

The Solid Waste Fund is presently healthy in working capital. At the start of FY08-09, the fund had about \$2,454,085 in working capital. At our projected FY09-10 expenditure rate, this is about 153 days of reserve. Typical budget guidelines are to have between 90 to 120 days of reserve, so the fund has considerable working capital that the City can consider utilizing to reduce commercial and residential rate increases over the next two years (FY09-10 and FY10-11). Staff's expectation is that as the recession resolves, disposal tonnages will increase to pre-recession levels and the member city disposal costs per ton will drop from the "effective cost" to be much closer to cost estimates in NTMWD's long range estimate dated March 23, 2009 (Attached).

Recommended Rate Increase

Staff developed a recommended rate increase that gives the best blend of reducing the "break even" rate increase with implementation of a measured reduction in working capital (fund reserves). The recommended rate increase results is a 6.5 percent increase in commercial disposal tonnage charges compared to the "break even" alternative's 8.4 percent increase. That recommended rate increase is a 6.5 percent residential rate increase compared to the "break even" alternative's 11.2 percent increase in basic residential services.

A typical residential customer has one trash and recycle poly cart. Under the recommended rate increase, residential costs would increase from \$14.35 to \$15.28 per month (up \$0.93 per month) versus a four city average of \$15.59, making Allen \$0.31 below the four city average. The residential cost of \$15.28 reflected here is actually the sum of the new trash fee of \$14.71 and the unchanged Household Hazardous Waste fee of \$0.57. The tabel below shows residential rate changes in summary form:

	<u>Old Rate</u>	<u>New Rate</u>	<u>Rate to CWD</u>
Residential Basic Services	\$13.78	\$14.71	\$6.77
HHW Fee (unchanged)	\$0.57	\$0.57	\$0.00
Total	\$14.35	\$15.28	\$6.77
Additional garbage poly cart	\$8.31	\$8.85	\$3.85
Additional recycle poly cart	\$1.96	\$2.08	\$1.97

Residential Cost Comparison in Tubular form

The table below reflects last year's residential collection costs for the four member cities being considered, and the average cost per month against Allen's "break even" and recommended residential alternatives. The historic comparison City rates for May of 2008 are included so City Council can see which cities have increased rates in the last year and by how much.

City	Rates May 08	Current Rates May 09	Using Allen's "Break Even" Rate Alternative	Using Allen's Recommended Rate Alternative
McKinney	\$15.36	\$15.36	\$15.36	\$15.36
Richardson	\$14.78	\$16.63	\$16.63	\$16.63
Plano	\$13.85	\$15.10	\$15.10	\$15.10
Allen	\$12.78	\$14.35	\$15.95	\$15.28
4-City Average	\$14.69	\$15.36	\$15.76	\$15.59

Both before and after implementation of the recommended rate increase, the City of Allen's rate remains competitive among the four NTMWD Solid Waste System member cities. Staff is also aware that several member cities are considering rate increases going into FY09-10 in response to increasing NTMWD disposal costs.

BUDGETARY IMPACT

At the recommended rate increase, the City's Solid Waste fund will remain self-supporting with adequate fund reserves.

Estimated Fund Cash Flows implementing the recommended rates beginning on June 1, 2009, are shown below. The "Working Capital to Maintain 90, 105, and 120 Days of Reserve" are the amounts of working capital in dollars necessary to equal those days of reserve at the FY09-10 operating cost level. The recommended alternative leaves the Solid Waste Fund working capital at the start of FY10-11 safely above the 90 and 105 days of reserve level to allow for another Fiscal Year (FY10-11) to draw down fund reserves in the event the recession continues to reduce the total disposal weights taken to the landfill past FY09-10.

Working Capital Start of FY08-09	\$2,454,085
Loss FY08-09	\$142,221
Working Capital Start FY09-10	\$2,311,864
Loss FY09-10	\$223,700
Working Capital Start FY10-11	\$2,088,164
Working Capital to Maintain 90 Days of Reserve	\$1,447,000
Working Capital to Maintain 105 Days of Reserve	\$1,703,000
Working Capital to Maintain 120 Days of Reserve	\$1,929,000

STAFF RECOMMENDATION

Staff recommends the City Council adopt the resolution setting new rates and fees for commercial and residential solid waste, recycling, and household hazardous waste services

MOTION

I make a motion to adopt Resolution No. _____ establishing new rates and fees for commercial and residential solid waste, recycling, and household hazardous waste services.

ATTACHMENT

NTMWD's March 23, 2009 Long Range Solid Waste Fund Budget Forecast

CWD Letter

Resolution Establishing New Rates

Current and Proposed Rate comparison

Current and Proposed Fees and Rates for Commercial and Residential Solid Waste, Recycling, and Household Hazardous Waste Services

1. RESIDENTIAL Solid Waste Services – (THESE CHARGES ADJUSTED FOR CWD CPI ADJUSTMENT, CWD COMPOSTING ADJUSTMENT, NTMWD COST INCREASES, AND SOLID WASTE FUND OPERATING BUDGE COST INCREASES.)

(Garbage, bulk, recycling, yard waste, Christmas tree haul, and Household Hazardous Waste (HHW))

	<i>Current</i>	<i>Proposed</i>
Residential fate per month to CWD	\$6.69	\$6.77
Residential rate per month to City	\$13.78	\$14.71
Additional garbage poly-cart per month to CWD	\$3.82	\$3.85
Additional poly-cart per month to City	\$8.31	\$8.85
Additional recycle poly-cart per month to CWD	\$1.96	\$1.97
Additional recycle poly-cart per month to City	\$1.96	\$2.08
Replace lost/stolen garbage or recycle poly-cart to CWD	\$71.02	\$71.52
Household Hazardous Waste per month to City	\$0.57	\$0.57

2. COMMERCIAL Solid Waste Services – (THESE CHARGES ARE ADJUSTED DUE TO THE NTMWD DISPOSAL COST INCREASE AND SOLID WASTE FUND OPERATING BUDGET COST INCREASES.)

All commercial costs in Paragraph 2 include the City of Allen's 15% Franchise Fee

- **Side Loading Commercial Poly-Carts** (All disposal Weight Charges Included in Cost)

One (1) poly-cart per month	\$17.58	\$18.72
Two (2) poly-carts per month	\$32.72	\$35.00
Three (3) poly-carts per month	\$45.94	\$49.36
Each additional poly-cart thereafter	\$13.22	\$14.37

- **Front Loading Dumpsters** (All Disposal Weight Charges Included in Cost)

2 Cubic Yard Container	N/A	N/A
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Monthly Rates:

3 Cubic Yard Container

One time per week	\$91.13	\$93.22
Two times per week	\$176.49	\$180.68
Three times per week	\$242.64	\$248.92

4 Cubic yard Container

One time per week	\$99.38	\$102.17
Two times per week	\$186.35	\$191.92
Three times per week	\$269.77	\$278.13
Four times per week	\$342.85	\$345.00

6 Cubic Yard Container

One time per week	\$121.97	\$126.16
Two times per week	\$227.92	\$236.28
Three times per week	\$325.27	\$337.81
Four times per week	\$414.00	\$430.73
Five times per week	\$494.12	\$515.04
Six times per week	\$564.39	\$589.48

8 Cubic Yard Container

	<i>Current</i>	<i>Proposed</i>
One time per week	\$143.11	\$148.68
Two times per week	\$265.29	\$276.45
Three times per week	\$379.53	\$396.27
Four times per week	\$483.89	\$506.20
Five times per week	\$578.46	\$606.35
Six times per week	\$663.09	\$696.56

Extra pickups

2 cu. Yd. containers	N/A	N/A
3 cu. Yd. containers	\$43.45	\$43.93
4 cu. Yd. containers	\$45.64	\$46.29
6 cu. Yd. containers	\$50.03	\$50.99
8 cu. Yd. containers	\$54.37	\$55.66

Refills

2 cu. Yd. containers	N/A	N/A
3 cu. Yd. containers	\$31.07	\$31.56
4 cu. Yd. containers	\$33.13	\$33.78
6 cu. Yd. containers	\$37.71	\$38.67
8 cu. Yd. containers	\$42.08	\$43.37

Front Load Compactors

2 cu. Yd. containers	\$82.56	\$83.88
6 cu. Yd. containers	\$128.21	\$132.16
8 cu. Yd. containers	\$175.56	\$180.83

- **Rolloff Compactor Containers** (Disposal Weight Charge of \$41.50 PER TON INCREASES TO \$44.20 per ton added for all tonnage over 6 tons (12,000 pounds))

Trip Charge (Dry Run) – weekday	\$117.62	\$117.62
Trip Charge (Dry Run) – weekend	\$152.43	\$152.43
Haul Charges -		
20 cu. Yd. per load – weekday	\$313.41	\$329.21
20 cu. Yd. per load – weekend	\$348.22	\$364.02
35 cu. Yd per load – weekday	\$444.91	\$460.71
35 cu. Yd. per load – weekend	\$479.72	\$495.52
42 cu. Yd per load – weekday	\$497.87	\$513.67
42 cu. Yd. per load – weekend	\$532.68	\$548.48

- **Open Top Rolloff Containers** (Disposal Weight Charge of \$41.50 PER TON INCREASES TO \$44.20 per ton added for all tonnage over 6 tons (12,000 pounds))

Delivery – weekday	\$117.62	\$117.62
Delivery – weekend	\$152.43	\$152.43
Trip Charge (Dry Run) – weekday	\$117.62	\$117.62
Trip Charge (Dry Run) – weekend	\$152.43	\$152.43
Weekly Rental	\$44.83	\$44.83
Monthly Rental	\$194.06	\$194.06
Haul charge to Melissa Landfill – weekday	\$517.60	\$533.40
Haul charge to Melissa Landfill – weekend	\$552.41	\$568.22

	<i>Current</i>	<i>Proposed</i>
SPECIAL COLLECTIONS		
<ul style="list-style-type: none"> • Appliances: Listed below Stoves, ovens, water heaters, furnaces, garbage compactors, etc., refrigerators, freezers & ice makers (Freon removed)	\$30.17	\$30.17
<ul style="list-style-type: none"> • Furniture: listed below Couch, bed, love seat, tables, EZ chairs, etc.	\$21.74	\$21.74
COMMERCIAL SPECIAL SERVICES		
Mandatory commercial apartment recycling		
Price per month per apartment unit charge to apartment owner/operator	\$0.65	\$0.65
COMMERCIAL SPECIAL SERVICES		
<i>All commercial costs in paragraph 5 include the City of Allen's 15% Franchise Fee</i>		
<ul style="list-style-type: none"> • Deodorize containers – per cont. (Not subject to VFAF) 	\$62.97	\$62.97
<ul style="list-style-type: none"> • To unlock gates – per pickup 	\$8.83	\$8.83
<ul style="list-style-type: none"> • Caster – per container (<4 cu. Yd.) 	\$11.32	\$11.32
<ul style="list-style-type: none"> • Locks – per pickup 	\$8.83	\$8.83
<ul style="list-style-type: none"> • Signed receipts – per pickup 	\$8.83	\$8.83
OTHER CHARGES		
<ul style="list-style-type: none"> • Returned check fee (Not subject to VFAF) 	\$25.00	\$25.00

North Texas Municipal Water District
Regional Solid Waste System - Projected Cost

3/23/2009 9:01

PRELIMINARY

Member Charges:

	Budget FY09	Estimated FY10	Estimated FY11	Estimated FY12	Estimated FY13	Estimated FY14	Estimated FY15	Estimated FY16	Estimated FY17	Estimated FY18	Estimated FY19
Allen	\$ 1,939,987	\$ 2,061,498	\$ 2,159,718	\$ 2,334,705	\$ 2,442,529	\$ 2,538,965	\$ 2,635,870	\$ 2,749,366	\$ 2,868,603	\$ 2,994,139	\$ 3,125,958
Frisco	\$ 3,444,003	\$ 3,698,377	\$ 3,897,127	\$ 4,239,657	\$ 4,466,075	\$ 4,659,185	\$ 4,860,609	\$ 5,069,899	\$ 5,289,775	\$ 5,521,266	\$ 5,764,343
McKinney	\$ 4,896,238	\$ 5,227,335	\$ 5,481,522	\$ 5,934,355	\$ 6,220,944	\$ 6,458,449	\$ 6,704,951	\$ 6,959,705	\$ 7,226,289	\$ 7,505,912	\$ 7,798,324
Plano	\$ 7,965,842	\$ 7,204,602	\$ 7,223,259	\$ 7,476,677	\$ 7,723,027	\$ 7,900,519	\$ 8,082,031	\$ 8,266,340	\$ 8,457,369	\$ 8,656,073	\$ 8,861,683
Richardson	\$ 3,882,150	\$ 3,971,094	\$ 4,103,232	\$ 4,377,163	\$ 4,521,372	\$ 4,625,283	\$ 4,731,547	\$ 4,839,449	\$ 4,951,285	\$ 5,067,615	\$ 5,187,987
Total Member Charges	\$ 22,128,220	\$ 22,162,907	\$ 22,864,858	\$ 24,362,556	\$ 25,373,949	\$ 26,182,400	\$ 27,015,009	\$ 27,884,759	\$ 28,793,321	\$ 29,745,006	\$ 30,738,294
Charge per ton	\$ 36.26	\$ 37.81	\$ 38.68	\$ 40.85	\$ 41.78	\$ 42.32	\$ 42.86	\$ 43.40	\$ 43.97	\$ 44.55	\$ 45.16
		4.3%	2.3%	5.6%	2.3%	1.3%	1.3%	1.3%	1.3%	1.3%	1.4%

Billing Tons

Allen	53,500	54,529	55,840	57,152	58,463	60,000	61,500	63,345	65,245	67,203	69,219
Frisco	94,977	97,826	100,761	103,784	106,897	110,104	113,408	116,810	120,314	123,923	127,641
McKinney	135,026	138,269	141,726	145,269	148,901	152,624	156,440	160,351	164,359	168,468	172,680
Plano	219,678	190,570	186,759	183,024	184,854	186,703	188,570	190,455	192,360	194,283	196,226
Richardson	107,060	105,040	106,090	107,150	108,221	109,303	110,396	111,500	112,615	113,741	114,879
Total	610,241	586,234	591,176	596,379	607,336	618,734	630,313	642,461	654,894	667,619	680,645

- a FY09 per budget, thereafter 3% escalation.
b FY09 per budget, thereafter = 1/12 of annual budget x 1%.
c FY09 per budget, thereafter 5% escalation.
d FY09 per budget, FY10-FY13 per J Stankiewicz 9/16/08 Schedule, thereafter 3% escalation.
e FY09 per budget, FY10-FY13 per J Stankiewicz 3/20/08 email to J Parks.
f FY09 per budget, thereafter per FSW 2/23/09 Final Aggregate Debt Service Schedule.
g Assumes the issuance of \$18.85 M (\$15.3 M Project Cost [per J Stankiewicz 4/18/08 email] x 1.12 = \$17.14 M plus \$1.71 Issuance Cost) 20 Yr Revenue Bonds at 5% interest in 3/12.
h FY09 per budget, thereafter = Total Expenditures - Interest Income - Customer Charges - Other Revenue, allocated to member cities based on percentage of billing tons.
i FY09 per budget, FY10-FY15 per Stephen Massey 2/10/09 email, thereafter 3% escalation (same escalation as FY14-FY15).
j FY09 per budget, FY10-FY14 PER Eric Hoper 3/2/09 email, thereafter 2.5% escalation (same escalation as FY13-FY14).
k FY09 per budget, FY10-FY13 per Pete Spano 03/17/09 email, thereafter 1% escalation (same escalation as FY 12-FY13).
l FY09 per budget, FY10-FY13 and thereafter 1% escalation per David Johnson 2/20/09 email.



CommunityWasteDisposal.com
Since 1984

May 14, 2009

City of Allen
Stephen Massey
Community Service Director
305 Century Parkway
Allen, TX 75013-8042

RE: Market Adjustment Effective June 1, 2009

Dear Stephen:

In accordance with Section 15.02 of our contract, Community Waste Disposal LP (CWD) hereby requests that the City Council of the City of Allen formally consider the following market adjustment with an effective of June 1, 2009.

Information detailing our request for a 2009-2010 adjustment is attached. Included is a spreadsheet that details the 2008-2009/2009-2010 pricing with disposal information, the residential compost recovery request-summary and the March-09 CPI information from the Department of Labor.

If you have any questions concerning this matter, please feel free to contact Robert Medigovich at 972.333.6106.

Sincerely,

David Dalrymple

cc: Donna Kliewer
Robert Medigovich
Greg Roemer
Dale Pound

Enc: CPI – Index, Compost Recovery, Schedule A

CITY of ALLEN - Schedule "A"
Effective 06.01.09 (44.20 disposal)

	2008/2009 Allen Customer Rate	2008/2009 Net Rate to CWD	2009/2010 Disposal Adjustment	2009/2010 Compost Adjustment	2009/2010 CPI Adjustment 0.7%	2009/2010 Net Rate to CWD	2009/2010 Allen Customer Rate
Solid Waste Services							
I. Residential Collection (Includes Garbage, Bulk, Recycling, Compost)							
Residential Rate to Allen Residents	N/A	\$6.69	N/A	\$0.03	\$0.05	\$6.77	N/A
Additional Residential Trash Cart Pricing (Each)	N/A	\$3.82	N/A	N/A	\$0.03	\$3.85	N/A
Additional Residential Recycling Cart Pricing (Each)	N/A	\$1.96	N/A	N/A	\$0.01	\$1.97	N/A
Replace lost/stolen Trash or Recycle Cart (Each)	\$71.02	\$71.02	N/A	N/A	\$0.50	\$71.52	\$71.52
Commercial Cart							
First Poly-Cart	\$17.58	\$15.29	\$0.99	N/A	\$0.00	\$16.28	\$18.72
Two (2) Poly-Carts	\$32.72	\$28.45	\$1.98	N/A	\$0.00	\$30.43	\$36.00
Three (3) Poly-Carts	\$45.94	\$39.95	\$2.97	N/A	\$0.00	\$42.92	\$49.36
Price for Each additional Poly-Cart There After	\$13.22	\$11.50	\$0.99	N/A	\$0.00	\$12.49	\$14.37
Commercial Container Services							
2 Cubic Yard Container	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3 Cubic Yard Container							
One time per week	\$91.13	\$79.24	\$1.82	N/A	\$0.00	\$81.06	\$93.22
Two times per week	\$176.49	\$153.47	\$3.64	N/A	\$0.00	\$157.11	\$180.88
Three times per week	\$242.64	\$210.99	\$5.46	N/A	\$0.00	\$216.45	\$248.92
4 Cubic Yard Container							
One time per week	\$99.38	\$86.42	\$2.42	N/A	\$0.00	\$88.84	\$102.17
Two times per week	\$186.35	\$162.04	\$4.85	N/A	\$0.00	\$166.89	\$191.92
Three times per week	\$269.77	\$234.58	\$7.27	N/A	\$0.00	\$241.85	\$278.13
Four times per week	\$342.85	\$298.13	\$9.70	N/A	\$0.00	\$307.83	\$354.00
6 Cubic Yard Container							
One time per week	\$121.97	\$106.06	\$3.64	N/A	\$0.00	\$109.70	\$126.16
Two times per week	\$227.92	\$198.19	\$7.27	N/A	\$0.00	\$205.46	\$236.28
Three times per week	\$325.27	\$282.84	\$10.91	N/A	\$0.00	\$293.75	\$337.81
Four times per week	\$414.00	\$360.00	\$14.55	N/A	\$0.00	\$374.55	\$430.73
Five times per week	\$494.12	\$429.67	\$18.19	N/A	\$0.00	\$447.86	\$515.04
Six times per week	\$564.39	\$490.77	\$21.82	N/A	\$0.00	\$512.59	\$589.48
8 Cubic Yard Container							
One time per week	\$143.11	\$124.44	\$4.85	N/A	\$0.00	\$129.29	\$148.68
Two times per week	\$265.29	\$230.69	\$9.70	N/A	\$0.00	\$240.39	\$276.45
Three times per week	\$379.53	\$330.03	\$14.55	N/A	\$0.00	\$344.58	\$396.27
Four times per week	\$483.89	\$420.77	\$19.40	N/A	\$0.00	\$440.17	\$506.20
Five times per week	\$578.46	\$503.01	\$24.25	N/A	\$0.00	\$527.26	\$606.35
Six times per week	\$663.09	\$576.60	\$29.10	N/A	\$0.00	\$605.70	\$696.56
Extra Pick-Ups							
2 cu. Yd. Containers	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3 cu. Yd. Containers	\$43.45	\$37.78	\$0.42	N/A	\$0.00	\$38.20	\$43.93
4 cu. Yd. Containers	\$45.64	\$39.69	\$0.56	N/A	\$0.00	\$40.25	\$46.29
6 cu. Yd. Containers	\$50.03	\$43.50	\$0.84	N/A	\$0.00	\$44.34	\$50.99
8 cu. yd. Containers	\$54.37	\$47.28	\$1.12	N/A	\$0.00	\$48.40	\$55.66
Refills							
2 cu. Yd. Containers	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3 cu. Yd. Containers	\$31.07	\$27.02	\$0.42	N/A	\$0.00	\$27.44	\$31.56
4 cu. Yd. Containers	\$33.13	\$28.81	\$0.56	N/A	\$0.00	\$29.37	\$33.78
6 cu. Yd. Containers	\$37.71	\$32.79	\$0.84	N/A	\$0.00	\$33.63	\$38.67
8 cu. Yd. Containers	\$42.08	\$36.59	\$1.12	N/A	\$0.00	\$37.71	\$43.37
Front Load Compactor (Rate per Pick Up)							
2 Cubic Yard	\$82.56	\$71.79	\$1.15	N/A	\$0.00	\$72.94	\$83.88
6 Cubic Yard	\$128.21	\$111.49	\$3.44	N/A	\$0.00	\$114.93	\$132.16
8 Cubic Yard	\$175.56	\$152.66	\$4.58	N/A	\$0.00	\$157.24	\$180.83

CITY of ALLEN - Schedule "A"
Effective 06.01.09 (44.20 disposal)

	2008/2009 Allen Customer Rate	2008/2009 Net Rate to CWD	2009/2010 Disposal Adjustment	2009/2010 Compost Adjustment	2009/2010 CPI Adjustment 0.7%	2009/2010 Net Rate to CWD	2009/2010 Allen Customer Rate
Solid Waste Services							
Rolloff Compactors							
Trip Charge (Dry Run) - weekday	\$117.62	\$102.28	N/A	N/A	\$0.00	\$102.28	\$117.62
Trip Charge (Dry Run) - weekend	\$152.43	\$132.55	N/A	N/A	\$0.00	\$132.55	\$152.43
20 cu. Yd. Per Load - weekday	\$313.41	\$272.53	\$13.74	N/A	\$0.00	\$286.27	\$329.21
20 cu. Yd. Per Load - weekend	\$348.22	\$302.80	\$13.74	N/A	\$0.00	\$316.54	\$364.02
35 cu. Yd. Per Load - weekday	\$444.91	\$386.88	\$13.74	N/A	\$0.00	\$400.62	\$460.71
35 cu. Yd. Per Load - weekend	\$479.72	\$417.15	\$13.74	N/A	\$0.00	\$430.89	\$495.52
42 cu. Yd. Per Load - weekday	\$497.87	\$432.93	\$13.74	N/A	\$0.00	\$446.67	\$513.67
42 cu. Yd. Per Load - weekend	\$532.68	\$463.20	\$13.74	N/A	\$0.00	\$476.94	\$548.48
** Plus \$44.20 Disposal Per Ton if over 12,000 lb.'s							
Open Top Rolloff Containers							
Delivery - weekday	\$117.62	\$102.28	N/A	N/A	\$0.00	\$102.28	\$117.62
Delivery - weekend	\$152.43	\$132.55	N/A	N/A	\$0.00	\$132.55	\$152.43
Trip Charge (Dry Run) - weekday	\$117.62	\$102.28	N/A	N/A	\$0.00	\$102.28	\$117.62
Trip Charge (Dry Run) - weekend	\$152.43	\$132.55	N/A	N/A	\$0.00	\$132.55	\$152.43
Weekly Rental	\$44.83	\$38.98	N/A	N/A	\$0.00	\$38.98	\$44.83
Monthly Rental	\$194.06	\$168.75	N/A	N/A	\$0.00	\$168.75	\$194.06
Haul Charge** (weekday)	\$517.60	\$450.09	\$13.74	N/A	\$0.00	\$463.83	\$533.40
Haul Charge** (weekend)	\$552.41	\$480.36	\$13.74	N/A	\$0.00	\$494.10	\$568.22
** Plus \$44.20 Disposal Per Ton if over 12,000 lb.'s							
Special Collections							
A. Appliances: listed below	\$30.17	\$26.23	N/A	N/A	\$0.00	\$26.23	\$30.17
Freezers and Refrigerators (Freon Removed)							
Stoves, Ovens, Water Heaters, Furnaces							
Garbage Compactors, Ice Makers and Etc.							
B. Furniture: listed below	\$21.74	\$18.90	N/A	N/A	\$0.00	\$18.90	\$21.74
Couch, Bed, Love Seat, Tables, EZ Chairs, Etc.							
Residential Apartment Recycling							
Price Per Apartment Unit	\$0.65	\$0.57	N/A	N/A	\$0.00	\$0.57	\$0.65
Commercial Special Services							
Deodorize containers - per cont.	\$62.97	\$54.76	N/A	N/A	\$0.00	\$54.76	\$62.97
To Unlock Gates - Per Pick-Up	\$8.83	\$7.68	N/A	N/A	\$0.00	\$7.68	\$8.83
Caster - Per Cont.(<4 cu. Yd.)	\$11.32	\$9.84	N/A	N/A	\$0.00	\$9.84	\$11.32
Locks - Per Pick Up	\$8.83	\$7.68	N/A	N/A	\$0.00	\$7.68	\$8.83
Signed Receipts - Per Pick-Up	\$8.83	\$7.68	N/A	N/A	\$0.00	\$7.68	\$8.83
Other Charges							
Returned Checks	\$25.00	\$25.00	N/A	N/A	N/A	\$25.00	\$25.00

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ESTABLISHING FEES AND RATES FOR COMMERCIAL SOLID WASTE COLLECTION SERVICES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Code of Ordinances of the City of Allen authorizes the City Council to amend the fees and rates for solid waste and household hazardous waste collection services by Resolution.

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

SECTION 1. The City Council of the City of Allen, Texas, hereby establishes the following residential solid waste and household hazardous waste collection service fees:

**1. RESIDENTIAL Solid Waste Services-
(Garbage, bulk, recycling, yard waste, Christmas tree haul, and Household Hazardous Waste (HHW))**

Residential rate per month to CWD	\$6.77
Residential rate per month to City	\$14.71
Additional garbage poly-cart per month to CWD	\$3.85
Additional garbage poly-cart per month to City	\$8.85
Additional recycle poly-cart per month to CWD	\$1.97
Additional recycle poly-cart per month to City	\$2.08
Replace lost/stolen garbage or recycle poly-cart to CWD	\$71.52
Household Hazardous Waste rate per month to City	\$0.57

2. COMMERCIAL Solid Waste Services-
All commercial costs in Paragraph 2 include the City of Allen's 15% Franchise Fee

- **Side Loading Commercial Poly-Carts** (All Disposal Weight Charges Included in Cost)

One (1) poly-cart per month	\$18.72
Two (2) poly-carts per month	\$35.00
Three (3) poly-carts per month	\$49.36
Each additional poly-cart thereafter	\$14.37

- **Front Loading Dumpsters** (All Disposal Weight Charges Included in Cost)

2 Cubic Yard Container	N/A
-------------------------------	-----

Monthly rates:

3 Cubic Yard Container

One time per week	\$93.22
Two times per week	\$180.68
Three times per week	\$248.92

4 Cubic Yard Container

One time per week	\$102.17
Two times per week	\$191.92
Three times per week	\$278.13
Four times per week	\$354.00

6 Cubic Yard Container	
One time per week	\$126.16
Two times per week	\$236.28
Three times per week	\$337.81
Four times per week	\$430.73
Five times per week	\$515.04
Six times per week	\$589.48
8 Cubic Yard Container	
One time per week	\$148.68
Two times per week	\$276.45
Three times per week	\$396.27
Four times per week	\$506.20
Five times per week	\$606.35
Six times per week	\$696.56
• Extra pickups	
2 cu. yd. containers	N/A
3 cu. yd. containers	\$43.93
4 cu. yd. containers	\$46.29
6 cu. yd. containers	\$50.99
8 cu. yd. containers	\$55.66
• Refills	
2 cu. yd. containers	N/A
3 cu. yd. containers	\$31.56
4 cu. yd. containers	\$33.78
6 cu. yd. containers	\$38.67
8 cu. yd. containers	\$43.37
• Front Load Compactors	
2 cu. yd. containers	\$83.88
6 cu. yd. containers	\$132.16
8 cu. yd. containers	\$180.83
• Rolloff Compactor Containers	
Trip Charge (Dry Run) - weekday	\$117.62
Trip Charge (Dry Run) - weekend	\$152.43
Haul charges -	
20 cu. yd. per load - weekday	\$329.21
20 cu. yd. per load - weekend	\$364.02
35 cu. yd. per load - weekday	\$460.71
35 cu. yd. per load - weekend	\$495.52
42 cu. yd. per load - weekday	\$513.67
42 cu. yd. per load - weekend	\$548.48
• Open Top Rolloff Containers (Disposal Weight Charge of \$44.20 per ton added for all tonnage over 6 tons (12,000 pounds))	
Delivery – weekday	\$117.62
Delivery – weekend	\$152.43
Trip Charge (Dry Run) - weekday	\$117.62
Trip Charge (Dry Run) - weekend	\$152.43
Weekly Rental	\$44.83

Monthly Rental	\$194.06
Haul charge to Melissa Landfill - weekday	\$533.40
Haul charge to Melissa Landfill- weekend	\$568.22

3.

SPECIAL COLLECTIONS

- **Appliances: Listed Below** \$30.17
Stoves, ovens, water heaters, furnaces, garbage compactors, etc, refrigerators, freezers & ice makers (Freon removed)
- **Furniture: Listed Below** \$21.74
Couch, bed, love seat, tables, EZ chairs, etc.

4. **COMMERCIAL SPECIAL SERVICES**

- Mandatory commercial apartment recycling
Price per month per apartment unit charged to apartment owner/operator \$0.65

5. **COMMERCIAL SPECIAL SERVICES**

All commercial costs in paragraph 5 include the City of Allen's 15% Franchise Fee

- Deodorize containers – per cont. (Not subject to VFAF) \$62.97
- To unlock gates – per pickup \$8.83
- Caster – per container (<4 cu. yd.) \$11.32
- Locks – per pickup \$8.83
- Signed receipts – per pickup \$8.83

5.

OTHER CHARGES

- • Returned check fee (Not subject to VFAF) \$25.00

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

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

SECTION 4. This Resolution shall take effect June 1, 2009, in accordance with the provisions of the Charter of the City of Allen, and it is accordingly so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 26TH DAY OF MAY, 2009.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: May 26, 2009

SUBJECT: TABLED ITEM: Consider a Request to Establish Reinvestment Zone #30 on Property Located North of the Allen Premium Outlets on Chelsea Boulevard and Adopt an Ordinance Implementing Reinvestment Zone #30 and Approve a Tax Abatement Agreement with Cisco Systems, Inc. Supporting Construction of an Approximately 140,000 – 160,000 Square Foot Tier III Data Center Facility. (Applicant requests to continue the item to June 9, 2009.)

STAFF RESOURCE: Robert Winningham, AEDC Executive Director/CEO

PREVIOUS COUNCIL ACTION: On May 12, 2009, Council tabled consideration of this item to the May 26 Regular Meeting.

BOARD/COMMISSION ACTION: On March 18, 2009, the Board of Directors of the Allen Economic Development Corporation approved a recommendation to the Allen City Council and Collin County Commissioners Court for approval of a 40% tax abatement for 10 years on real property and business personal property for Cisco Systems, Inc. in support of the construction of a 140,000 – 160,000 square foot Tier III data center facility on Chelsea Boulevard in Allen

ACTION PROPOSED: Consider a request to establish Reinvestment Zone #30 on property located north of the Allen Premium Outlets on Chelsea Boulevard and adopt an Ordinance implementing Reinvestment Zone #30 and approve a Tax Abatement Agreement with Cisco Systems, Inc. supporting construction of an approximately 140,000 – 160,000 square foot tier III data center facility. (Applicant requests to continue the item to June 9, 2009.)

BACKGROUND

On March 18, 2009, the Board of Directors of the Allen Economic Development Corporation (AEDC) unanimously approved a recommendation to the Allen City Council for approval of a 40% tax abatement for 10 years on real property and business personal property for Cisco Systems, Inc. in support of the construction of a 140,000 – 160,000 square foot Tier III data center facility on Chelsea Boulevard in Allen.

AEDC staff began working with Cisco Systems, Inc. in 2008 to find a suitable location for the company's proposed data center facility. At the time, the company was considering a variety of locations in the Dallas-Fort Worth area. After a period of due diligence, the company has identified a 34-acre tract on Chelsea Boulevard as the primary site under consideration for the construction of this data center project that will ultimately consist of 200,000 – 350,000 square feet of data center space.

The project will be constructed in two separate phases of approximately equal size. The Tax Abatement Agreement that is currently under consideration would support the construction of Phase I of the project, which consists of a minimum 140,000 square foot building and related infrastructure. The facility will be comprised of raised-floor data center space, office space, electrical, machinery and support space. The economic impact data included below and the contractual stipulations in the Tax Abatement Agreement are based solely on Phase I of the project. Phase II of the project would involve an additional 150,000-200,000 square feet and is expected to be constructed within 10 years after the completion of Phase I.

The data center facility will require an initial electrical capacity of 10 Megawatts and include high efficiency security, hardening against natural disasters, sustainable design, and backup systems to meet Tier III Uptime Institute Classification standards, as well as a front office for employees and visitors, data hall areas for servers and network racks, spaces for mechanical and electrical support systems, fire protection systems and equipment, and a service yard to house fuel tanks, water tanks, and cooling towers. The site will have high berms and a perimeter fence in order to shield the facility from public sight and control access to the property, due to the company's need to maintain a high level of security for the facility.

Cisco Systems, Inc. is a financially sound Fortune 100 company with the ability and commitment to complete this project in Allen. Company officials have indicated that they plan to be a long-term partner with the City of Allen and community organizations. The construction of the facility will also facilitate the development of offsite underground dual-feed electrical infrastructure that will provide electrical capacity to support additional data center projects in the future.

The approval of this Tax Abatement is a key requirement for the company to proceed with development. The proposed Tax Abatement Agreement is applicable to improvements and business personal property, with the following recommended abatement schedule:

40% for Years 1-10

STAFF RECOMMENDATION

It is the recommendation of the AEDC Board of Directors and AEDC staff that the Allen City Council table consideration of the approval of the formation of Reinvestment Zone #30 and authorize the Mayor to execute documents necessary to provide the proposed tax abatement schedule in support of the construction of a 140,000 – 160,000 square foot Tier III data center facility on Chelsea Boulevard until June 9, 2009 Council Meeting.

MOTION

I make a motion to table consideration of the approval of the formation of Reinvestment Zone #30 and authorize the Mayor to execute documents necessary to provide the proposed tax abatement schedule in support of the construction of a 140,000 – 160,000 square foot Tier III data center facility on Chelsea Boulevard until June 9, 2009 Council Meeting.

ATTACHMENT

Reinvestment Zone Map

