



**AGENDA  
CITY OF ALLEN  
CITY COUNCIL REGULAR MEETING  
JULY 27, 2021 - 7:00 PM  
CITY COUNCIL CHAMBERS  
ALLEN CITY HALL  
305 CENTURY PARKWAY  
ALLEN, TX 75013**

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

**Pledge of Allegiance.**

**Public Recognition.**

1. Citizen's Comments.

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

2. Recognition of the Keep Texas Beautiful Award Winners.
3. Presentation of the Allen Community Development Corporation's Annual Report by President Tommy Baril.

**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.]*

4. Approve Minutes of the July 13, 2021, Regular City Council Meeting.
5. Adopt a Resolution Authorizing the City Manager to Execute an Interlocal Agreement Between Collin County and the City of Allen for Ridgeview Drive.
6. Adopt a Resolution Authorizing the City Manager to Execute an Interlocal Agreement Between the Cities of Allen, Plano, and Collin College to Allow the Collin College to Use the Radio System Jointly Owned by the City of Allen and the City of Plano.
7. Authorize the City Manager to Execute a Contract with Arredondo, Zepeda &

Brunz, LLC, for the Design of the Rowlett Trail Extension - South Section in the Amount of \$210,416.

8. Authorize the City Manager to Purchase Bi-Directional Antennas, Associated Equipment, and Installation from Larson Associates USA, Inc., to Increase Public Safety Radio Communications within the Allen Police Headquarters and Allen City Hall in the Amount of \$100,426.
9. Receive the Financial Report for Period Ending June 30, 2021.
10. Receive the Quarterly Investment Report for Period Ending June 30, 2021.
11. Transmit the Proposed 2021-2022 City Budget and the Proposed 2022-2026 Capital Improvement Program.

**Regular Agenda.**

12. Set September 14, 2021, as the Public Hearing Date Regarding the Fiscal Year 2021-2022 City Tax Rate.
13. Set September 14, 2021, as the Public Hearing Date Regarding the Fiscal Year 2021-2022 City Budget.
14. Conduct a Public Hearing and Adopt a Resolution to Approve a Substantial Amendment to the 2020-2024 Consolidated Plan and 2020-2021 Annual Action Plan for the Community Development Block Grant (CDBG) Program.
15. Conduct a Public Hearing and Adopt a Resolution to Approve the 2021-2022 Annual Action Plan for the Community Development Block Grant (CDBG) Program.

**Other Business.**

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

**Executive Session. (As needed)**

Legal, Section 551.071.

*As authorized by Section 551.071(2) of the Texas Government Code, the Workshop Meeting and/or the Regular Agenda may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the City Attorney on any Agenda Item Listed Herein.*

(Closed to Public as Provided in the Texas Government Code.)

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

**Adjournment.**

This notice was posted at Allen City Hall, 305 Century Parkway, Allen, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on

Friday, July 23, 2021, at 5:00 p.m..

---

Shelley B. George, City Secretary

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

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

**AGENDA DATE:**

July 27, 2021

**SUBJECT:**

Approve Minutes of the July 13, 2021, Regular City Council Meeting.

**STAFF RESOURCE:**

Shelley B. George, City Secretary

**ATTACHMENTS:**

Minutes

**ALLEN CITY COUNCIL**

**REGULAR MEETING**

**JULY 13, 2021**

**Present:**

Kenneth Fulk, Mayor

**Councilmembers:**

Baine Brooks, Mayor Pro Tem

Daren Meis

Carl Clemencich

Dave Cornette

Chris Schulmeister

Dave Shafer

**City Staff:**

Eric Ellwanger, City Manager

Eric Strong, Deputy City Manager

Tim Dentler, Assistant City Manager

Rebecca Vice, Assistant City Manager

Shelley B. George, City Secretary

Teresa Warren, Director, Public and Media Relations

Rocio Gonzalez, Deputy City Secretary

Pete Smith, Attorney

**Workshop Session**

---

With a quorum of the Councilmembers present, the Workshop Session of the Allen City Council was called to order by Mayor Fulk at 6:01 p.m. on Tuesday, July 13, 2021, in the Basement Meeting Rooms of Allen City Hall, 305 Century Parkway, Allen, Texas.

- 1. Introduction of Geoben Johnson III, Chair of the Parks and Recreation Board.**
- 2. Introduction of Sandy Wittsche, Chair of the Public Art Committee.**
- 3. Overview of the Allen Economic Development Corporation Proposed FY 21-22 Annual Budget and Update on the State of Allen Office Market.**
- 4. Committee Updates from City Council Liaisons.**
- 5. Questions on Current Agenda.**

With no further discussion, the Workshop Session of the Allen City Council was adjourned at 6:59 p.m. on Tuesday, July 13, 2021.

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

With a quorum of the Councilmembers present, the Regular Meeting of the Allen City Council was called to order by Mayor Fulk at 7:06 p.m. on Tuesday, July 13, 2021, in the City Council Chambers of Allen City Hall, 305 Century Parkway, Allen, Texas.

**Pledge of Allegiance**

**Public Recognition**

- 1. Presentation of Shining Star Awards to Parks and Recreation Staff Members, Jamie Gross and Stacy Adams, for their Lifesaving Heroic Efforts in Saving the Lives of Two Children.**
- 2. Presentation of a Blue Star Flag to Family Members of Allen Service Personnel Currently Serving in the U.S. Armed Forces.**
  - Michelle Bishop – Parent of Hunter Bishop
  - Carol Guffey – Parent of Justin Guffey
  - Carlan Haydu – Parent of Avery Haydu
  - Frank Hanfland – Parent of Daniel, Alexander, and Maximillian Hanfland
- 3. Present Plaques-of-Appeal to Former Members of the Various Boards and Commissions.**
  - Dwight Burns – Central Business District Design Review Committee
  - Alex Evans – Board of Adjustment / Building and Standards Commission / Sign Control Board
  - Tod Raines – Public Art Committee
- 4. Presentation of a Proclamation by the Office of the Mayor:**
  - Presentation of a Proclamation to the City of Allen Parks and Recreation Department, Proclaiming July 2021 as Parks and Recreation Month.
- 5. Presentation of the Parks and Recreation Board's Annual Report by Chair Geoben Johnson III.**
- 6. Presentation of the Public Art Committee's Annual Report by Chair Sandy Wittsche.**
- 7. Citizen's Comments.**

**Consent Agenda**

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

- 8. Approve Minutes of the June 22, 2021, Regular City Council Meeting.**
- 9. Authorize the City Manager to Execute a Sponsorship Agreement with Credit Union of Texas Including Arena Naming Rights at Allen Event Center through October 14, 2028, in the Amount of \$2,275,000.**

**10. Accept the Resignation of Tod Raines and Declare a Vacancy in Place No. 1 on the Public Art Committee.**

The motion carried.

Council expressed its appreciation to Credit Union of Texas for their level of commitment and community partnership with the City of Allen.

**Regular Agenda**

---

**11. Appointment to Fill a Vacancy in Place No. 1 on the Public Art Committee.**

**MOTION:** Upon a motion made by Mayor Pro Tem Brooks and a second by Councilmember Clemencich, the Council voted seven (7) for and none (0) opposed to appoint Cindy Wheeler, as recommended by the Council Nominating Committee, to fill the unexpired term in Place No. 1 on the Public Art Committee and set an expiration of September 30, 2023. The motion carried.

**12. Confirm Appointments of Councilmembers as Liaisons to City Board and Commissions as Nominated by Mayor Fulk.**

**MOTION:** Upon a motion made by Mayor Fulk and a second by Mayor Pro Tem Brooks, the Council voted seven (7) for and none (0) opposed to confirm the appointments of Councilmembers as Board Liaisons to City Boards and Commissions, as nominated by Mayor Fulk. The motion carried.

Mayor Fulk

- Mayor's Committee
- Dallas Regional Mobility Coalition
- North Texas Commission
- NCTCOG Designated Voting Representative
- Collin County Transit Study Committee

Councilmember Meis

- Council Finance / Audit Committee
- Council Nominating Committee
- Convention and Visitors Bureau Advisory Board
- Board of Adjustment / Building and Standards Commission / Sign Control Board

Councilmember Clemencich

- Council Finance / Audit Committee
- Council Nominating Committee
- Parks and Recreation Board
- Economic Development Corporation
- Planning and Zoning Commission

Councilmember Cornette

- CBD Design Review Committee
- Downtown Steering Committee
- Public Art Committee

- ACO Advisory Council

Councilmember Shafer

- Animal Shelter Advisory Committee
- Keep Allen Beautiful
- Library Board

Councilmember Schulmeister

- Council Finance / Audit Committee
- Community Development Corporation
- Downtown Steering Committee
- Collin County Transit Study Committee
- NCT 9-1-1 Board of Managers

Mayor Pro Tem Brooks

- Mayor's Committee
- Council Nominating Committee
- Allen USA Advisory Committee
- North Texas Municipal Water District

**Other Business**

---

**13. Calendar.**

- July 17 – Groundbreaking Ceremony for the Stephen G. Terrell Recreation Center and Park, 9:00 a.m.

**14. Items of Interest.**

- As the Commander of VFW Post 2195, Councilmember Cornette invited veterans to the monthly meeting of the VFW Post 2195 held the second Wednesday of each month at Allen Heritage Center and invited non-veterans to join the auxiliary which meets on the second Thursday of each month.
- Mayor Pro Tem Brooks invited everyone to attend the Dallas Card Show being held at the Delta Hotel by Marriott Dallas | Allen on July 15-18.
- Mayor Pro Tem Brooks and the Council thanked the Parks and Recreation Department for a great Market Street Allen USA Celebration in light of having to scale back zones due to COVID-19 precautions.
- Council wished happy birthday to Mayor Fulk.
- Councilmember Schulmeister acknowledged Allen City Television (ACTV) for their work and the YouTube Channel ranking 7<sup>th</sup> in the nation in Engaging Local Government Leaders.

**Executive Session**

---

The Executive Session was not held.

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

**Adjournment**

---

**MOTION:** Upon a motion made by Mayor Pro Tem Brooks and a second by Councilmember Cornette, the Council voted seven (7) for and none (0) opposed to adjourn the Regular Meeting of the Allen City Council at 8:00 p.m. on Tuesday, July 13, 2021. The motion carried.

These minutes approved on the 27<sup>th</sup> day of July 2021.

**APPROVED:**

---

**Kenneth M. Fulk, MAYOR**

**ATTEST:**

---

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

## CITY COUNCIL AGENDA COMMUNICATION

**AGENDA DATE:** July 27, 2021

**SUBJECT:** Adopt a Resolution Authorizing the City Manager to Execute an Interlocal Agreement Between Collin County and the City of Allen for Ridgeview Drive.

**STAFF RESOURCE:** Chris Flanigan, Director of Engineering

**PREVIOUS COUNCIL ACTION:** On April 28, 2015, Council Adopted a Resolution Authorizing the City Manager to Enter into an Interlocal Agreement Between Collin County and the City of Allen for Alma Drive Improvements.

**ACTION PROPOSED:** Adopt a Resolution Authorizing the City Manager to Execute an Interlocal Agreement Between Collin County and the City of Allen for Ridgeview Drive.

### **BACKGROUND**

From the 2007 Collin County Bond Election, two Allen projects were chosen for favorable consideration by the County Commissioners Court - Intersection Improvements (right turn lanes at three, key arterial intersections) and the improvement of Alma Drive from Hedcoxe Road to SH121. The intersection improvements project has been long completed, and those funds exhausted. Conversely, the Alma Drive Project has been spanning many years, undertaken in multiple phases. The last phase of Alma Drive, from Ridgeview Drive north, is now under construction.

The recent proposed improvements to Alma Drive, awarded by the Allen City Council in June (Roadway improvements associated with the Farm Development), are not enough to exhaust the Collin County Bond Funds allocated for Alma Drive. Since we do not plan to make further improvements to Alma Drive, we need to allocate those funds to another purpose to make full use of those funds.

This proposed amended interlocal agreement will allow the City of Allen to use \$306,107 previously allocated for Alma Drive, to instead be used for thoroughfare improvements to Ridgeview Drive from Alma Drive to the Watters Creek bridge (already under construction). Approval of this ILA by the Allen City Council and the Collin County Commissioners Court will allow us to immediately invoice the County for these funds and will exhaust the Collin County bond funds allocated to the City of Allen.

### **BUDGETARY IMPACT**

There is no budgetary impact, since the Ridgeview Drive Project is fully funded and under construction. The funds from this reimbursement made by Collin County will be reprogrammed within the CIP for future roadway projects.

**STAFF RECOMMENDATION**

Staff recommends that the City Council adopt a Resolution authorizing the City Manager to execute an Interlocal Agreement Between Collin County and the City of Allen for Ridgeview Drive.

**MOTION**

*I make a motion to adopt Resolution No. \_\_\_\_\_ authorizing the City Manager to execute an Interlocal Agreement between Collin County and the City of Allen for Ridgeview Drive.*

**ATTACHMENTS:**

Resolution  
Interlocal Agreement  
Location Map

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF ALLEN AND COLLIN COUNTY, TEXAS, CONCERNING THE CONSTRUCTION OF RIDGEVIEW DRIVE FROM ALMA DRIVE TO WATTERS BRANCH CREEK, 2007 BOND PROJECT RI070072; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the 2007 Collin County Bond Program includes funding for Alma Drive from Hedgecoxe Drive to the Sam Rayburn Tollway (State Highway 121), 2007 Bond Project # 07-0035, which the City proposes to reallocate funding in the amount of \$306,107 to the Project, which Project shall consist of constructing Ridgeview Drive’s two additional lanes as a 4-lane divided arterial from Alma Drive to Watters Branch Creek; and

**WHEREAS**, the Allen City Council has been presented a proposed Interlocal Agreement by and between Collin County, Texas, and the City of Allen, Texas, providing terms and conditions for construction of Ridgeview Drive from Alma Drive to Watters Branch Creek; 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, attached hereto as Exhibit “A,” having been reviewed by the City Council of the City of Allen and found to be acceptable and in the best interest of the City of Allen and its citizens, be, and the same is hereby, in all things approved.

**SECTION 2.** The City Manager is hereby authorized to execute the Agreement, and any amendments or instruments related thereto, on behalf of the City of Allen, substantially according to the terms and conditions set forth in this Agreement.

**SECTION 3.** This Resolution shall become effective from and after its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 27<sup>TH</sup> DAY OF JULY 2021.**

**APPROVED:**

\_\_\_\_\_  
**Kenneth M. Fulk, MAYOR**

**ATTEST:**

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

**INTERLOCAL AGREEMENT  
BETWEEN COLLIN COUNTY AND THE CITY OF ALLEN  
CONCERNING THE CONSTRUCTION OF  
RIDGEVIEW DRIVE FROM ALMA DRIVE TO WATTERS BRANCH CREEK  
2007 BOND PROJECT RI070072**

**WHEREAS**, the County of Collin, Texas (“County”) and the City of Allen, Texas (“City”) desire to enter into this agreement (“Agreement”) concerning certain improvements to Ridgeview Drive from Alma Drive to the Watters Creek Bridge described herein (“Project”) in the City of Allen, Collin County, Texas; 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 City and County have determined that the improvements may be constructed most economically by implementing this Agreement; and

**WHEREAS**, the 2007 Collin County Bond Program includes funding for Alma Drive from Hedgcoxe Drive to the Sam Rayburn Tollway (State Highway 121), 2007 Bond Project # 07-0035, which the City proposes to reallocate funding in the amount of \$306,107 to the Project; and

**NOW, THEREFORE**, this Agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

**WITNESSETH:**

**ARTICLE I.**

The City shall arrange to design, acquire the necessary Right of Way for, and construct the Project. The Project shall consist of constructing Ridgeview Drive’s two additional lanes as a 4-lane divided arterial from Alma Drive to Watters Branch Creek. This Project will provide a mobility improvement along Alma drive due to the reduced timing provided by the additional lanes at the Alma Drive / Ridgeview Drive Intersection. All improvements shall be designed to meet or exceed the City’s roadway design standards and criteria and shall be constructed in accordance with the plans and specifications approved by the City.

**ARTICLE II.**

The City shall prepare plans and specifications for the Project improvements, accept bids and award a contract to construct the Project improvements and administer the construction contract(s) for the Project. In all such activities, the City shall comply with all statutory requirements applicable to a municipal public works project. The City shall provide the County with a copy of the executed design and construction contract(s) for the Project. Changes to the Project, other than what was submitted for the initial project ranking or which alter the initial funding set forth in Article IV, must be reviewed and approved by Collin County.

**ARTICLE III.**

The City shall also acquire real property in the vicinity of the improvements for use as right-of-way or easements in connection with the Project.

**ARTICLE IV.**

The City estimates the total actual cost of the Project to be One Million Eight Hundred Thirty-One Thousand Eight Hundred Seventy-Nine Dollars (\$1,831,879) (“Estimated Project Cost”). The County agrees to participate in the Project by allocating Three Hundred Six Thousand One Hundred Seven (\$306,107) (the “County Participation Amount”) to the performance of the Project. The County shall remit one hundred percent (100%) of

the County Participation Amount to the City within thirty (30) days the City Council awards the contract for the construction of the Project and the City submits a written request for payment to the County.

#### ARTICLE V.

The County's participation in the Project shall not exceed Three Hundred Six Thousand One Hundred Seven Dollars (\$306,107).

#### ARTICLE VI.

The City shall install a **project sign** identifying the Project as being partially funded by the Collin County 2018 Bond Programs (*or 2007 if appropriate*). The City shall also provide **quarterly progress reports throughout the Project as well as before, during and after photos** during the construction process, in electronic format or via US mail to the Collin County Engineering Department. Following completion of the Project, the City shall provide an **itemized final accounting of expenditures** for the Project.

#### ARTICLE VII.

The City and County 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.

#### ARTICLE VIII.

**INDEMNIFICATION. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS NEGLIGENCE PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENCE ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.**

#### ARTICLE IX.

**GOVERNING LAW; 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 X.

**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 XI.

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

#### ARTICLE XII.

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 XIII.**

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, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

**ARTICLE XIV.**

EXPENSES FOR ENFORCEMENT. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

**ARTICLE XV.**

FORCE MAJEURE. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency, or pandemic (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

**ARTICLE XVI.**

TERM. This Agreement shall be effective upon execution by both parties and shall continue in effect annually until City final acceptance of the Project. This Agreement shall automatically renew annually each year during this period.

*[Signature page follows.]*

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**COUNTY OF COLLIN, TEXAS**

By: \_\_\_\_\_  
Name: Chris Hill  
Title: County Judge  
Date: \_\_\_\_\_  
Executed on this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by the County of Collin,  
pursuant to Commissioners' Court  
Order No. \_\_\_\_\_.

**ATTEST:**

By: \_\_\_\_\_  
Name: Shelley B. George  
Title: City Secretary  
Date: \_\_\_\_\_

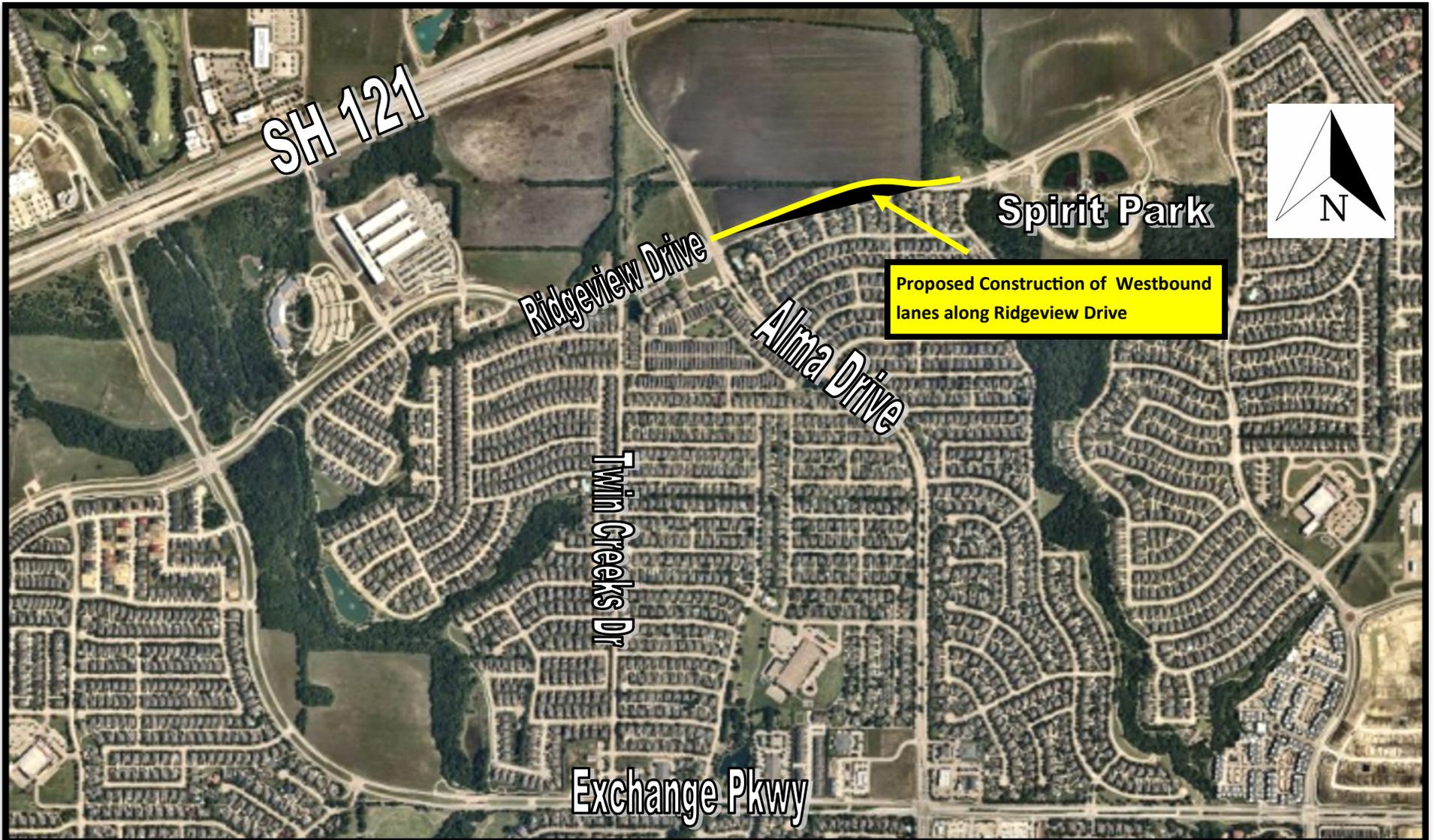
**CITY OF ALLEN, TEXAS**

By: \_\_\_\_\_  
Name: Eric Ellwanger  
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: \_\_\_\_\_

**Interlocal Agreement with Collin County**  
**Ridgeview Dr from Alma Dr to Watters Branch Creek**



## CITY COUNCIL AGENDA COMMUNICATION

**AGENDA DATE:** July 27, 2021

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

**STAFF RESOURCE:** Eric Matthews, Director of Information Technology

**PREVIOUS COUNCIL ACTION:**

On September 11, 2018, City Council adopted Resolution No. 3603-9-18(R) authorizing an Interlocal Agreement between Allen and Plano to operate a Joint Radio Communications System.

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

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

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

On August 14, 2007, City Council approved the issuance of General Obligation Bonds, Series 2007.

**ACTION PROPOSED:** Adopt a Resolution Authorizing the City Manager to Execute an Interlocal Agreement Between the Cities of Allen, Plano, and Collin College to Allow the Collin College to Use the Radio System Jointly Owned by the City of Allen and the City of Plano.

### **BACKGROUND**

On September 11, 2018, City Council adopted Resolution No. 3603-1-18(R) authorizing an Interlocal Agreement between Allen and Plano for a Joint Radio Communications System for Municipal Services. Through this agreement, Allen and Plano continued the decade-long joint ownership of the system and reserve the right to seek additional subscribers. The revenue from any additional subscribers will be held by Allen and Plano and used to support the jointly owned radio system infrastructure. With this new ILA, Collin College will be subscribing to the Joint Radio System.

This new agreement will be auto-renewed annually for up to ten years. The benefits of a jointly owned and operated radio system have been proven. Cities have been able to reduce overall system costs through shared investments, have improved agility and interoperability, and maintained a high-performing and fault-tolerant system that would not have been possible if each entity had chosen to run its own system.

### **STAFF RECOMMENDATION**

Staff recommends that the City Council adopt a Resolution authorizing the City Manager to Execute an Interlocal Agreement Between the Cities of Allen, Plano, and Collin College to Allow the Collin College to Use the Radio System Jointly Owned by the City of Allen and the City of Plano.

### **MOTION**

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

### **ATTACHMENTS:**

Resolution  
ILA - Collin College

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

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITIES OF ALLEN AND PLANO AND COLLIN COUNTY COMMUNITY COLLEGE DISTRICT FOR THE USE OF THE RADIO SYSTEM THAT IS JOINTLY OWNED BY THE CITY OF ALLEN AND THE CITY OF PLANO; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENTS BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

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

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

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

**SECTION 3.** This Resolution shall become effective from and after its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 27<sup>TH</sup> DAY OF JULY 2021.**

**APPROVED:**

\_\_\_\_\_  
**Kenneth M. Fulk, MAYOR**

**ATTEST:**

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

# COMMUNICATIONS SYSTEM AGREEMENT

## CATEGORY 1 – GOVERNMENT ENTITY

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

### RECITALS

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

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

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

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

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

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

#### 1. GRANT OF LICENSE

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

## 2. TERM

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

## 3. COMPENSATION

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

## 4. LIABILITY

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

## 5. INDEPENDENT ENTITY

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

## 6. HOLD HARMLESS

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

**7. NON-APPROPRIATION OF FUNDS**

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

**8. RIGHT TO AUDIT**

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

**9. ASSIGNMENT**

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

**10. NO WAIVER**

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

**11. GOVERNMENTAL POWERS/IMMUNITIES**

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

**12. AMENDMENTS**

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

**13. SEVERABILITY**

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

**14. TERMINATION**

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

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

**15. CONFIDENTIAL INFORMATION**

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

**16. FORCE MAJEURE**

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

**17. NOTICES.**

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other Party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission (Fax

numbers: Plano 972-941-5088; Collin County Community College 972-625-1887), or (3) received by the other Party by United States Mail, registered, return receipt requested, addressed as follows:

City of Plano

City of Allen

Collin County Community College

Attn: Office of the CIO  
1117 E. 15<sup>th</sup> Street  
Plano, Texas 75074

Attn: IT Director  
305 Century Parkway  
Allen, TX 75013

Attn: VP of Administrative Services  
3452 Spur 399  
McKinney, TX 75069

**18. GOVERNING LAW / VENUE**

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

**19. SIGNATURE AUTHORITY**

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

**20. ENTIRETY OF AGREEMENT**

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

**21. COUNTERPARTS.**

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

**22. COOPERATIVE MANAGEMENT AND DISPUTE RESOLUTION**

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

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

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

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

[Signature Page Follows]

EXECUTED IN MULTIPLE ORIGINALS on this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF PLANO, TEXAS**

BY: \_\_\_\_\_  
Mark D. Israelson  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

**CITY OF ALLEN, TEXAS**

BY: \_\_\_\_\_  
Eric Ellwanger  
City Manager

APPROVED AS TO FORM:

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

**COLLIN COUNTY COMMUNITY COLLEGE  
DISTRICT**

By:  \_\_\_\_\_  
Andrew Hardin  
Chair, Board of Trustees

APPROVED AS TO FORM:

  
ATTORNEY

**ACKNOWLEDGMENTS**

STATE OF TEXAS            )  
  )  
COUNTY OF COLLIN        )

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

\_\_\_\_\_  
Notary Public, State of Texas

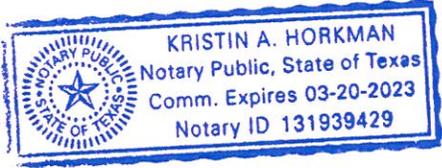
STATE OF TEXAS            )  
  )  
COUNTY OF COLLIN        )

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

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS            )  
  )  
COUNTY OF COLLIN        )

This instrument was acknowledged before me on the 22<sup>nd</sup> day of June, 2021, by Andrew Hardin, Chair, Board of Trustees of the **COLLIN COUNTY COMMUNITY COLLEGE DISTRICT**, a public community college established under Chapter 130 of the Texas Education Code



Kristin A. Horkman  
Notary Public, State of Texas

## EXHIBIT A

### **CATEGORY 1, TERMS OF USE**

The Terms of Use are set forth below:

#### TERMS OF USE

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

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

The radio shop is generally open Monday-Friday 7:30 a.m. to 4 p.m. If service is required after hours, the on-call technician will respond. After hours responses shall be limited to service affecting system-wide infrastructure or priority-restore items at dispatch centers, fire station

alerting, at the sole discretion of the Plano Radio Manager. Mobile and portable service is not available after hours or weekends.

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

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

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

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

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

11. **USER** is prohibited from utilizing telephone interconnect on the Joint Radio System. This prohibition shall include, but is not limited to, connecting to either the PSTN (Public Switched Telephone Network) or **USER**'s internal phone system(s) through a console patch into the Joint Radio System or to any Subscriber Radio on the Radio System.

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

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

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

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

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

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

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

19. **USER** may utilize a Network Management Console (NMC) to manage its own environment. **USER** is responsible for acquiring and maintaining, at **USER**’s sole cost, all components required to connect the NMC to the Joint Radio System. The **USER**’s NMC must be partitioned in a manner

to limit access to **USER**'s own environment only and to prevent **USER** from viewing, accessing, or making any changes to equipment that is not owned or leased by **USER**. The **USER** must ensure the NMC is located in a secure area. USB ports on the NMC must be deactivated except during maintenance activity. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. No other software applications may be utilized by the NMC.

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

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

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

### **APPLICABLE FEES; TERMINATION; REFUNDS**

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

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

programming services by the City of Plano Radio Division, and the following City of Plano Radio Division services cited in the table below.

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

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

**TERM**

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

allow **USER** thirty (30) days to correct the default prior to terminating this Agreement. Notwithstanding the foregoing, the Plano Radio Division, in its sole discretion, reserves the right to immediately deny access to the **USER** if such action is required to prevent the spread of a security breach or threatened security breach or due to an emergency, operational issue, or other critical incident between the Master Switches and the **USER**'s environment. The Plano Radio Division will use best efforts to restore access to the **USER** as soon as possible, once the security breach, emergency, operational issue, or critical incident is resolved.

### **ADMINISTRATION OF THE JOINT COMMUNICATIONS SYSTEM**

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

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

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

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

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

32. End User Group consists of both infrastructure and radio subscribers on the Joint System Radio Network. This group shall consist of a representative from each currently subscribing entity on the Joint System Radio Network. This group will receive regular updates on Joint System Network operations, including upgrades, technical direction and technology changes to the network.

### **COMPLIANCE WITH LAWS**

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

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

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

## **DEFINITIONS**

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

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

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

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

**“Joint Radio System Coordinating Committee”** (“Coordinating Committee”) shall mean that group of individuals tasked with maintaining and administering the Joint Radio System infrastructure and selecting a Technical Committee. The Coordinating Committee shall determine and may periodically adjust the number of members and the method for selecting members for

each classification of users with a goal of ensuring that the Technical Committee reflects the full range of user types.

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

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

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

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

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

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

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

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

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

[End of Document]

## CITY COUNCIL AGENDA COMMUNICATION

<b>AGENDA DATE:</b>	July 27, 2021
<b>SUBJECT:</b>	Authorize the City Manager to Execute a Contract with Arredondo, Zepeda & Brunz, LLC, for the Design of the Rowlett Trail Extension - South Section in the Amount of \$210,416.
<b>STAFF RESOURCE:</b>	Kate Meacham, Director of Parks and Recreation
<b>ACTION PROPOSED:</b>	Authorize the City Manager to Execute a Contract with Arredondo, Zepeda & Brunz, LLC, for the Design of the Rowlett Trail Extension - South Section in the Amount of \$210,416.

### **BACKGROUND**

As a part of the Collin County Regional Trail Plan and The City of Allen Trails and Bikeways Master Plan, the Rowlett Trail Extension - South Section project will add new trail and close trail gaps along the Rowlett Trail Corridor, and connect to Watters Trail. The Trails and Bikeways Master Plan (pg. 41) highlights important priorities over the next 5-10 years and the top two priorities are: 1) reducing or eliminating key gaps; and, 2) developing 1-2 long distance, continuous major trail routes. This South Section is the first step in completing both priorities for the Rowlett Trail Corridor which is one of the city's four primary greenbelt trails. This project will also provide interjurisdictional trail connectivity between the Cities of Allen and Plano on the west side of of US Hwy 75.

In December of 2020, the Purchasing Division issued a Request for Qualifications for various Professional Services for Parks and Recreation Capital Improvement Projects. On January 30, 2021, forty-three (43) vendors responded to this RFQ and Arredondo, Zepeda & Brunz, LLC, is among firms that are pre-qualified for two categories; Civil Engineering and Drainage Facilities, and Hydraulics & Hydrology / Floodplain Engineering.

Arredondo, Zepeda & Brunz, LLC, (AZB) will be responsible for geotechnical services, the surveying of all trail construction areas, gathering of data for planimetric, topography, cross-sections, and other related site features to ensure accurate engineering and design for no impact on the floodplain elevations, utilities, drainage, structural design for bridge setting and other structures, trail alignment and to minimize construction impact on the Rowlett Creek forest. AZB will also conduct an environmental investigation and prepare an environmental impact statement for use in the design work. Due to the location within the floodplain, hydrological concerns will require a detailed study. The trail will extend approximately 0.42 miles and include a new 14' wide prefabricated bridge approximately 70' in length. Several low water crossing structures will be designed to prevent and divert water and debris from the trail.

### **BUDGETARY IMPACT**

Funds for this design in the amount of \$231,458 are a combination of developer fees and Allen Community

Development Corporation dollars identified in the Parks and Recreation CIP Project PR1806. These funds cover this design contract of \$210,416 and additionally provide for a 10% contingency of \$21,042 to establish the project budget.

The section of this trail project west of the proposed pedestrian bridge, was due to be built by the developer of the Montgomery Ridge Phase 2 residential subdivision in 2018-2019; however, at that time, the NTMWD was planning a large sewer project along Rowlett Creek at this location. In lieu of building the trail and knowing it would be damaged by the NTMWD project, the developer Ashton Dallas Residential, provided the city with trail funding in the amount of \$164,475 to construct trail adjacent to the subdivision upon completion of the NTMWD project.

This contract is strictly for design of trail. The city will construct the trail at a later date through a separate construction contract.

<b>Rowlett Trail Extension-South Section Project Cost Estimate</b>	
Design Contract	\$ 210,416
Design Contingency 10%	\$ 21,042
<b>Total</b>	<b>\$ 231,458</b>

<b>Rowlett Trail Extension-South Section Project Funding</b>	
CDC Funding for Trail Design	\$ 66,983
Developer Provided Trail Design Funding	\$164,475
<b>Total</b>	<b>\$231,458</b>

**STAFF RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute a contract with Arredondo Zepeda & Brunz, LLC, for design of the Rowlett Trail Extension - South Section in the amount of \$210,416.

**MOTION**

*I make a motion to authorize the City Manager to execute a contract with Arredondo Zepeda & Brunz, LLC, for the design of the Rowlett Trail Extension-South Section in the amount of \$210,416.*

**ATTACHMENTS:**

- Professional Services Agreement
- Exhibit A Scope of Services
- Existing Planned Trails
- Location Map



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

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

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

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

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

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

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

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

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Fee shall be lump sum invoiced monthly on a percent complete basis. Payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the actual services

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

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

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

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

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

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

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

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

## **Article VI Miscellaneous**

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

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

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

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

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

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

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

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

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

If intended for City:

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

With a copy to:

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

If intended for Professional:

Attn: Alfonso P. Garza, P.E.  
Arredondo, Zepeda & Brunz, LLC  
11355 McCree Road  
Dallas, Texas 75238  
214-341-9900- telephone  
214-341-9925- fax

6.10 Insurance.

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

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

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

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this contract as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared

ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.

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

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

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

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

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

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

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

*(Signature Page to Follow)*

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF ALLEN, TEXAS**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

EXECUTED this 22nd day of June, 2021.

**ARREDONDO, ZEPEDA & BRUNZ, LLC**

By: Alfonso P. Garza  
Alfonso P. Garza, P.E.

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

**EXHIBIT A**  
**SCOPE OF WORK**  
**Rowlett Trail Extension**  
**May 14, 2021**

**Project Name:** Rowlett Trail Extension – South Section  
**City:** Allen  
**County and State:** Collin, Texas  
**Limits:** From West of US 75 to South of Marie Drive

## PROJECT DESCRIPTION

The scope of services for primary design includes trail design, demolition plans, surveying, geotechnical investigations, environmental investigation, drainage design, structural design of bridge foundations, and the development of 60%, 90% and final plans, specifications, and estimate (PS&E), for approximately 0.42 miles of new trail.

## BASIC SERVICES

### I. PROJECT COORDINATION and QA/QC

#### A. Coordination and QA/QC

Arredondo, Zepeda and Brunz, LCC (Engineer) shall be responsible for coordinating the project design team for the successful completion of their task. The City of Allen (City) will serve as the primary point of contact for the project team. The Engineer shall review work and perform Quality Control/Quality Assurance (QC/QA) on procedures, field observations, and deliverables prior to submission of the deliverables.

The Engineer shall place his or her Texas professional seal of endorsement on all engineering documents and engineering data prepared under the supervision of the Engineer in the performance of this Contract.

The Engineer shall deliver requested work to the City in digital form which is electronically downloadable and able to be manipulated by City's computers. These files shall include all referenced files, and cell libraries, and shall be created consistent with TxDOT specifications regarding level structure, line type, and line weight. Any corrupted files shall be replaced by Engineer at no additional cost to City. The Engineer shall provide all maps to the City in digital files generated using MicroStation brand computer aided drafting software. These files shall include all reference files, and cell libraries, and shall be created consistent with Texas Department of Transportation specifications regarding level structure, line type, and line weight. In addition to these electronic files, hard copies shall be supplied or in such other formats as instructed by the City herein. The Engineer shall design, develop and prepare all documents in English units. Provide general coordination and administration of contract work, including internal staffing and task assignments. All files generated for the project will be delivered to City.

The Engineer shall submit progress reports to the City on a monthly basis. The following information shall be included in each report:

- a. Task(s) worked on since previous report submission
- b. Estimates of the percent complete for each task
- c. The anticipated work schedule until the next report is due
- d. Comments, concerns and discoveries that could affect the successful completion of the project

#### B. Progress Schedule

The Engineer shall prepare and submit, on a monthly basis, a formal (typewritten) progress report with the percentage completion of each task outlined. It is assumed the schedule for the final PS&E deliverables will proceed independently of right-of-way acquisition, utility relocations and environmental analysis and remediation, if required and performed by others.

#### C. Research and Data Gathering

1. Attend a project "Kick-off meeting conducted by the City. The purpose of the meeting will be to set the basic parameters for the project and to discuss roles of the team members, technical requirements, schedule, and deliverables.
2. Walk the project site and take photographs along the corridor for use during design
3. Obtain as-built data for existing public utilities, storm-sewer, and/or paving plans for intersecting streets.
4. Obtain existing hydrologic and hydraulic studies and models for streams the proposed trail extension will cross.

5. Walk through trail alignment, with city staff, based on Concept Plan previously prepared by others to determine alignment to be surveyed. City will identify and tag any trees to be preserved during this walk through.

#### D. Meetings

The Engineer shall attend three (3) design meetings.

## II. PEER REVIEW OF CONCEPT PLAN & 30% DESIGN

The Engineer will review the Concept Plan (prepared by Halff Associates, Inc.), including:

1. Horizontal and vertical alignments
2. Proposed typical trail sections
3. Drainage structure locations, size, geometries and hydraulic adequacy of receiving systems (storm sewers and channels), verification and analysis of existing and proposed hydrologic and hydraulic models or calculations.
4. Number and approximate location of proposed trail bridges

The City shall provide all electronic files used in the preparation of the Concept Plan.

The right-of-way acquisition for the trail, if required, will be performed by the City of Allen. Utility relocations will be performed by the City of Allen. Any environmental constraints will be noted and remediated by the City.

The Engineer will conduct a multidisciplinary Peer Review of the Concept Plan plans using the above electronic files and well as hard copies. This review will check for consistency with AASHTO Guide for the Development of Bicycle Facilities, 4th Edition (2012) and current ADA trail design standards, as well as applicable City of Allen and TxDOT standards. Any issues with the trail geometric and/or drainage designs will be noted, including constructability.

Potential geotechnical and structural issues with bridge foundations and retaining walls will be identified. This Peer Review is a necessary step for the acceptance of the Concept Plan by the Engineer. The Peer review will also require for the Engineer to recover and verify previously set Horizontal and Vertical survey controls, including benchmarks (this is essentially verifying survey control set by others for the project).

5. The Engineer shall submit findings, including discrepancies, recommendations and possible solutions in a Peer Review Technical Memorandum to the City for review and comment. The Engineer will revise the Concept Plans if necessary. The Engineer will also coordinate with the City to obtain comments regarding the technical memorandum. The Engineer shall meet with the City to discuss and finalize any outstanding issues to the mutual agreement of Engineer and City.

The Engineer will include 30% design for the trail extension and a concept.

6. The Engineer will prepare an environmental document.

An environmental impact assessment of the hydrologic, soils, and biologic features of the Rowlett Trail Extension Project Area – South Segment will be conducted within this scope. These environmental features can include presence/absence of threatened and endangered species or their habitats, migratory bird colony nesting habitats, and jurisdictional waters of the U.S.

Preliminary remote mapping of the area will be conducted prior to a field visit. The remote mapping will include, but not be limited to the following resources:

- United States Geological Survey
- National Resources Conservation Service (NRCS) Soils Data
- USGS 7.5-minute topographic map
- National Hydrography dataset (USGS)

- United States Fish and Wildlife Service - National Wetland Inventory (NWI)
- United State Environmental Protection Agency (EPA) Ecoregions
- United States Fish and Wildlife Service – Threatened and Endangered Species
- Texas Parks and Wildlife Department – Threatened and Endangered Species

Upon completion of the remote sensing, a field investigation will be conducted. An environmental field survey will be conducted of the Project Area and any potential WOUS features will be mapped and the ordinary high water mark (OHWM) noted. Any wetlands found on site will also be mapped. Wetland and upland areas will be determined using the 1987 US Army Corps of Engineers (USACE) Wetland Delineation Manual and the Regional Supplemental Wetland Determination Data Form - Great Plains Region (Version 2.0). Once all waterbodies have been delineated and assessed as to their jurisdictional status, the next approach will be to determine Section 404 permitting options.

#### a. Environmental Impact Assessment

An important component of the delineation process is the determination of appropriate functions and values of waters of the U.S. This determination is necessary for the USACE to verify the adequacy of any delineations and any required mitigation.

Using available literature, the soil survey, and USGS topographic maps, we will provide a description of the functions and values of the project site. As part of the functions/values determination, we will provide the Client with the appropriate wetland delineation forms, map of jurisdictional waters overlain on the site plan, and any evaluation of the waters of the U.S., as well as the riparian corridor, within the proposed project site. The wetland forms will include the vegetation characteristics of the jurisdictional waters, soil profiles, and hydrologic information per the 1987 Corps of Engineers Wetland Delineation Manual and the Regional Supplement to the 1987 Corps of Engineers Wetland Delineation Manual. The delineation will be conducted in accordance with the 2020 Navigable Waters Protection Rule.

A Global Positioning System (GPS) or iPad-based mapping tool will be used to map jurisdictional waters of the U.S. Data collected in the field will be downloaded to existing Microstation/AutoCAD files to overlay on the existing topographic maps for the project. Exhibits indicating all jurisdictional waters of the U.S. will be prepared for inclusion in the wetland survey report.

The Project Area will be assessed for potential threatened and endangered species habitats, migratory bird colony nesting areas, and significant arboreal riparian areas. Fish and wildlife observed in the area and assess the potential habitat for suitability with any rare species will be documented.

A Natural Resources Assessment Report will be prepared describing the limits and types of waters of the U.S., threatened and endangered species, migratory bird colony nesting habitat, significant arboreal riparian habitats, and a general assessment of the natural resources in the area as well as those found within the project site. The report will contain descriptions of the environmental features, site maps with waters shown, and permitting options.

#### b. Additional Services

- i. A Section 404 (of the Clean Water Act) permit is not included in this scope. Should a Section 404 permit be required, we could conduct this process as Additional Services.
- ii. It is not anticipated that threatened and endangered species, or their habitats, would be impacted by the proposed project. In the event that the USACE requires additional threatened and endangered species coordination with Texas Parks and Wildlife Department and/or U.S. Fish and Wildlife Service to process a Section 404 permit, this would be considered Additional Services.
- iii. It is assumed that an archeology survey will not be required. Should one be required, we

will conduct this as Additional Services.

- iv. A detailed tree survey is not included in this scope. Although the scope includes identifying significant riparian arboreal features, it does not include tagging and geolocating individual trees. A detailed tree survey can be conducted as Additional Services.
- v. This scope and fee assumed the three sections will be conducted in one series of field visits. Should they be separated as individual projects, additional fees may be required.

#### Environmental Services Fee

The environmental document will be accomplished for total lump sum fee of \$8,500.

7. 30% Design will include bridge design.

### III. 60% DESIGN

Upon final acceptance of the Peer Review Technical Memorandum and 30% Design, the Engineer will proceed to develop the 60% PS&E Package.

#### A. Title Sheet

Incorporate any comments from 30% Design and further detail sheet for 60% submittal. Title sheet shall be consistent with the latest template used by the Allen City Department of Public Works.

#### B. General Notes/Specifications

The Engineer shall compile all pertinent General Notes and develop any Special Provisions/Special Specifications applicable and required for this project. The Engineer will utilize TxDOT 2014 Standard Specifications and the NCTCOG General Specifications and General Notes as directed by the City. Additional or supplemental specifications will be generated as needed.

#### C. Estimate and Summary Sheets

All summaries shall be consolidated into the various work categories and by bid item codes. Any quantities shown “For Contractor Information Only” will be shown as such. No sheet quantities will be provided.

#### D. Horizontal Control

Engineer will prepare project layout sheet showing the proposed centerline alignment, control points, and existing right-of-way within the limits of the project. Engineer shall update centerline alignment and curve data tables if necessary.

#### E. Typical Sections

Incorporate 30% Design review comments and further detail sheet for 60% submittal.

#### F. Trail Plan & Profile Sheets

The Engineer shall incorporate 30% Design review in the 60% submittal. Plan and profile shall be prepared for all the access connections. Trail plan and profile sheets shall be at a 1” = 20’ scale (full size) and 1” = 40’ (half size).

#### G. Demolition and Removal Plans

The Engineer shall determine and verify the structures and items to be removed and shall review and confirm these with Allen City prior to preparing the demo plan set. The Demo Plan Set shall include the following, but not

limited to:

- Pavement removals such as concrete pavement and sidewalks
- Drainage feature removals such as but not limited to pipe, culverts, rock rip, headwalls, gabions, inlets and other drainage appurtenances as identified by engineer during completing the plans.

#### H. Trail Signs

The Engineer shall include trail signs in the detail sheets.

#### I. Miscellaneous Details

The Engineer shall prepare a preliminary set of construction details for non-standard or unique items which require special dimensions or additional information. Including handrails, ramp details, paving details, curb details, bollards, driveways and others. The plans shall also include pavement markings, crosswalk markings and follow TxMUTCD, City of Allen and AASHTO guidelines (if discrepancies between any of these the City shall decide). These details will be updated in subsequent PS&E phases per City and City review comments and/or relevant design modifications made by the Engineer.

#### J. Small Sign Summaries

Small sign summaries will be prepared for all proposed small signs. The sign summary will include sign location, mount type, sign description and size.

#### K. Small Sign Details

The signs will be included in detail sheets

#### L. Drainage

The Engineer shall develop drainage designs and plans in accordance with the City of Allen, Drainage Design Criteria and shall coordinate with the City on software being used for hydraulics/hydrology design efforts on the project. The following tasks are also to be included:

- Perform final drainage design-storm sewer sizing and alignment design, culvert sizing, inlet sizing
- Prepare final inlet design sheets, hydraulic design
- Prepare profiles for ditches (if needed)
- Determine outfall grading requirements and prepare plans and details for channel protection,
- Prepare details for connections to existing systems or creek channels within the ROW (where applicable)
- Provide plans sheets and details to construct storm sewer and culvert outfalls
- Analyze storm sewer outfall flows onto the trail alignment. Review outfall details
- The capacity shall be verified, and hydraulics shall be performed on existing structures within the ROW that are to remain in place.

#### M. Drainage Area Maps

The Engineer will include calculated direct runoff based on the design frequency shown in the design criteria for this project or as directed by the City and initially performed at the 30% design phase. Drainage areas outside the proposed ROW will be delineated using the drainage area contours in the 30% PS&E Package electronic files provided by the City. If needed, NCTCOG 2' contours or other available data will be used to supplement the drainage area topography.

#### N. Hydrologic and Hydraulic Calculations

Based on the Peer Technical Review, hydrologic calculations will be further developed using the Rational Method for areas less than 200 acres. These hydrologic calculations shall include (but not limited to):

- Drainage area number to corresponding inlet/culvert number and size of drainage area
- Runoff coefficient (including percentage of each cover to arrive at weighted runoff coefficient) Time of concentration (i.e. sheet flow, overland flow, & channel flow)
- Design storm frequency and corresponding intensity
- Calculated design flow

Culvert hydraulic calculations (for proposed, existing and modified structures) shall include (but not limited to):

- Structure description: material, size, & entrance (inlet)
- Design discharges, flow per barrel, pipe slope, and Manning n-value
- Inlet flow line, allowable headwater, roadway elevation, calculated inlet headwater elevation

- Outlet flow line, tailwater for design frequency/frequencies, type of flow, critical depth, and calculated friction losses, calculated outlet water elevation
- Controlling headwater elevation, outlet velocity, and recommended countermeasures to maintain an acceptable outlet velocity
- Trail side ditch calculations using Manning’s Equation

Storm sewer hydraulic data sheets (for proposed, existing and modified structures) shall include (but not limited to):

- Pipe length
- Hydrologic data, including drainage area, time of concentration, intensity, and design discharges
- Hydraulic data, including travel time in conduit, design pipe size, friction loss, head loss, and HGL elevations
- Bridge hydraulic modeling for proposed conditions
- Calculate and verify required bridge hydraulic openings and configurations for each bridge
- Verify freeboard and low cord bridge elevation for each bridge.

#### O. Culvert Layouts (Plan and Profile)

Based on the Peer Technical Review, the Engineer will prepare culvert layouts for new and/or revised culverts.

Culvert layouts shall include plan and profile showing existing and proposed grades. The layouts shall include pipe size, material, length, and flowline data. Headwalls will be TxDOT standard headwalls or safety end treatments.

#### P. Storm Sewer Plan and Profile

Based on the Peer Technical Review, the Engineer will revise as needed the plan and profile of the storm sewer systems (trunk and laterals) shown in the 30% design.

Storm sewer plan and profile sheets shall depict storm sewer, inlets and manholes. The storm sewer plan and profiles will be consistent with the hydraulic computations and the City of Allen Drainage Manual. Inlets, manholes and junctions will be in accordance with TxDOT standard details (as used in the 30% PS&E Package). No analysis or modeling of connecting offsite storm sewers and receiving channels are included in this proposal. Layouts shall match horizontal and vertical scales as shown in the accepted 30% PS&E Package plan set.

#### Q. Drainage Details

The Engineer shall identify and insert all applicable City of Allen and/or TxDOT standard details. Modification to inlets, pipe connection, bedding details, and other elements pertaining to drainage details shall be included under this work task. Handrail details will be developed for culvert crossings which have an edge drop-off condition which may warrant handrails.

#### R. Retaining Walls

No retaining walls are anticipated.

#### S. Traffic Control Plan

Not included. It will be prepared by construction contractor.

#### T. Construction Sequence Plan

Not included. Construction sequence plans will be prepared by construction contractor.

#### U. Erosion Control Plan

The Engineer shall prepare erosion control layout sheets showing limits of areas that will be impacted by construction activity, location of sediment control devices, rock filter dams, permanent seeding, soil

retention blankets, near bridges and drainage outfall locations, etc. The Engineer shall prepare the sheets in plan/plan view. The plan will identify the SWP3 components that will mitigate the impacts of construction activities. The actual SWP3, Notice of Intent (NOI), and any related TCEQ permitting will be considered additional services.

**V. Cross Sections**

Incorporate any 30 % Design Review comments and further detail sheets for 60% submittal. Ditch profiles, ditch grading, and ditch layouts and typical sections shall be provided if needed.

**W. Construction Standard Details**

The Engineer shall identify and insert all applicable City of Allen and/or TxDOT standard and/or non-standard details. In addition, these details shall be accompanied by the appropriate general notes, special specifications, special provisions, and method of payment.

**X. Structural Plans**

The scope of work consists of one (1) new Pre-Fabricated wood or steel pedestrian bridge structure:

**New Watters Branch Bridge:** 14’ wide Pre-Fabricated wood or steel bridge across the tributary branch located at the east side of the park and shown on sheet L1.05 2 abutments and approach segments. (L = +/- 70 ft)

1. Schematic Design Phase: Prepare a narrative to describe the major structural components for the project.
2. Design Development Phase: Develop preliminary plans, details and specifications with sufficient information to obtain preliminary pricing for the project.
3. Contract Document Phase: Prepare drawings and specifications in sufficient detail to allow a contractor to price and construct the structural elements of the project. Drawings will be produced using AutoCAD, Release 2020.
4. Bidding Phase: Prepare any necessary clarifications or addenda to assist contractors in pricing the structural components of the project.
5. Construction Phase: Review all shop drawings/submittals of the components shown on the structural drawings. Respond to questions/RFIs submitted by the Contractor. Review testing and inspection reports. Visit the site during construction to observe progress of the structural work. Two (2) site visits assumed.

**ADDITIONAL STRUCTURAL ENGINEERING SERVICES**

Additional Services include any structural engineering services that are not listed as Basic Services. If requested and agreed in writing, we will provide Additional Services for mutually agreed additional fees, as outlined under “Compensation” below. Such work includes:

1. Preparing details to accommodate contractor preferences.
2. Preparing details to correct construction errors.

**STRUCTURAL SERVICES FEES**

1. **BASIC SERVICES**

Lump sum fee:

<b>South Section:</b>	New Watters Branch Bridge	<b>\$6,250</b>
-----------------------	---------------------------	----------------

Allocation of fee as listed below for billing purposes:

Schematic Design .....	15%
Design Development .....	25%
Contract Documents.....	40%
Bidding .....	5%
Construction phase .....	15%
Total.....	100%

2.. ADDITIONAL SERVICES

No additional services will be performed without prior authorization by the City

Y. Bridge Plans and Structural Details

Included in Section X above..

60% DELIVERABLE:

1. Submit one (1) pdf file of the 60% design set via Bluebeam.
2. Incorporate 30% review comments into the 60% set.
3. Submit the 60% Opinion of Probable Construction Cost.

IV. 90% DESIGN

Make necessary revisions to the 60% plans based on review comments. Address review comments and complete the level of detail for 90% submittal. Perform final trail and drainage design, horizontal and vertical geometry, storm sewer sizing and alignment, culvert and inlet design.

Engineer shall engage Robert Ferkin (RAS) of Barrier Free Texas™, a Registered Accessibility Specialist (RAS), to conduct a TDLR/TAS plan review of the 90% design for accessibility.

90% DELIVERABLE:

1. Submit one (1) pdf file of the 90% design set via Bluebeam.
2. Submit pdf copies of the 60% City and city markup.
3. Submit one (1) copy and pdf file of the Preliminary Specification Book, including bid schedule.
4. Submit the 90% Opinion of Probable Construction Cost.

V. 100% DESIGN

Make necessary revisions to the 90% plans based on review comments. Address review comments and complete the level of detail for 100% submittal.

100% DELIVERABLE:

1. Submit four (4) full size and four (4) half size sets of the 100% PS&E (signed and sealed). Include one (1) pdf file of the 100% design set.
2. Submit copies of the 90% City and city markup.
3. Submit the 100% Opinion of Probable Construction Cost and one (1) copy and pdf file of the Final Specification Book (including final bid schedule sheets) for the project.

VI. BID PHASE SERVICES

The Engineer will attend one (1) pre-bid meeting to be conducted by the City. The Engineer will support City on responding to RFI's and written contractor questions, as well as providing clarifications when needed during the bidding process. Engineer will attend site walk at City's request.

VII. CONSTRUCTION PHASE SERVICES

- A. Review and submit comments and recommendations to City for shop drawings.

## SPECIAL SERVICES

### I. FIELD SURVEYING

#### **General Scope of Services:**

Design Survey services include performance of surveys associated with the gathering of survey data for planimetrics, topography, cross-sections, and other related survey work to assist the City of Allen. AZ&B will provide all services listed herein and clarify each area of responsibility and related services assumptions and exclusions below.

AZ&B proposes to use GPS/RTK and traditional ground survey procedures, as appropriate, to efficiently, effectively provide the mapping, and design survey services as detailed below. The established control and mapping will be the basis for all survey efforts.

AZ&B proposes to tie all survey work directly to the AllTerra Central RTK network system on state plane coordinates (NAD83) without any local site calibration and adjusted to surface data using the following combined adjustment factor: 1.000152710 (Collin County) based on the City of Allen Geodetic Monumentation. This detailed scope of service is as follows:

#### **1 Project Control**

- a. Recover (if possible) the existing City of Allen Geodetic Monumentation.
- b. Verify the published values of the existing City of Allen Geodetic Monumentation.
- c. Prepare a comparison of the published values to AZ&B determined values for review and comment from the City of Allen.
- d. Establish a maximum of two (2) primary control points (5/8" rebar with cap or "X" cuts) adjacent to, but outside the project areas based on the recovered City of Allen Geodetic Monumentation. This control is the basis for all design survey performed.
- e. Use VRS/GPS/RTK and/or classic survey methods and procedures as appropriate to establish the control.
- f. Classic survey methods and procedures will be used in areas where GPS/RTK is not appropriate.
- g. Publish all coordinates in adjusted surface values.
- h. Set additional temporary horizontal and vertical control for the project, as necessary to support the design survey activities.
- i. The project will not be geo-referenced to any prior Surveys completed by others and provided to AZ&B.

#### **2. Design Survey**

Design survey will commence after the City of Allen has successfully obtained right-of-entry (ROE) and provided AZ&B copies of signed ROE Letters (entry granted) to access each private property.

- a. Map the planimetric and topographic features of the Rowlett Trail Extension for a general width of 40 foot at 50 foot intervals within the limits of survey and as depicted on the maps or exhibits provided by the Client.
- b. Map the planimetric features within the project areas, including; visible utilities and other visible improvements.
- c. Map the topography of the site (including grade breaks) sufficient to produce one (1) foot contours.
- d. Map the observable horizontal locations of all visible utilities within the survey limits.
- e. Place a One-Call (Texas811) and survey the horizontal location of utilities as marked by One-Call.
- f. To the extent possible, illustrate the location, size and direction of flow of wastewater systems and storm drainage systems.

- g. Acquire top of structure (rim, grate) and invert elevations of wastewater system and storm drainage system.
- h. As-built culvert information (if accessible) will include; flowlines/invert elevations, sizes, material flow direction and provide pictures of each structure.
- i. Locate fire hydrants, water meters, water valves and water valve top of nut elevations.
- j. Capture electronically the information for all points (horizontal and vertical) compile in an automated system and convert into a topographic survey plan.
- k. Map the limits of bridge (maximum 2 spans), to include columns and bridge clearances.
- l. Map the location, size, and common species name (if known) of all trees 6-inches in caliper and larger.

**3. ROW and Property Base Map**

ROW and Property Base Map will commence after the City of Allen has successfully obtained right-of-entry (ROE) and provided AZ&B copies of signed ROE Letters (entry granted) to access each private property.

- a. Perform adequate record research to establish platted lot and block lines, property lines, ROWs and widths of streets and any existing easements found within the project site limits.
- b. Depict the platted lot and block lines, property lines, ROWs and existing easements found based on available record information acquired and physical evidence (monumentation) recovered in the field.

**4. Design Survey Deliverables**

- a. Base Map (2-D digital file in MicroStation DGN format) that includes existing ROW lines with labels, property lines with ownership labels, subdivision plats with labels, and found existing ROW monuments and property corners
- b. Planimetric mapping in 2D MicroStation V8I format
- c. Terrain surface DTM and contour data in 3D MicroStation V8I format
- d. The drawing files will not be sheeted and will be prepared at 1" = 50'.
- e. Terrain surface TIN data in GeoPak format file
- f. ASCII points file

**Duration:**

- a. Survey Project Manager will manage and coordinate the project schedule with representatives of the Client. A mutually agreeable schedule will be determined after award of the project and prior to NTP.

**Fee:**

- a. AZ&B will provide our professional surveying services for the Base Map and Design Survey portion of this project on a "Lump Sum" basis. The fee is based on our estimate of the personnel assigned to the project and the associated man-hours to complete the scope of services. This fee includes reimbursable expenses, necessary personnel, and the normal equipment to complete the tasks in an efficient and effective manner. The LUMP SUM fee for completing the scope of services as detailed herein are as follows:

<b>Project Control:</b>	<b>\$3,000.00</b>
<b>Design Survey:</b>	<b>\$27,000.00</b>
<b>ROW/Property Base Map:</b>	<b>\$10,000.00</b>
<b>TOTAL:</b>	<b>\$40,000.00</b>

- b. AZ&B will invoice each task monthly based on the percentage of work completed to date.

**Clarifications**

- a. AZ&B will adhere to the minimum requirements as promulgated by the Texas Board of Professional Engineers and Land Surveyors.
- b. AZ&B will contact One-Call (Texas811) or individual utility companies for any additional utility information.
- c. AZ&B will provide the Personal Protection Equipment (PPE) for the field personnel being; steel toed boots, safety vests and hardhats, as needed.
- d. AZ&B assumes the site conditions are safe and no special PPE equipment is necessary due to site contamination.
- e. AZ&B assumes no responsibility for errors and/or omissions that may exist in the supplied data or related design plans.
- f. Some circumstances beyond AZ&B's control may arise such as inclement weather conditions or delays in receiving information from third parties. In any event, AZ&B will neither assume any obligation associated with either an expressed or implied target date or any damages, claims or liabilities that may arise because of such delays.
- g. Underground utilities as depicted on the design survey are not guaranteed as to accuracy or completeness.

## II. GEOTECHNICAL SERVICES

The south section of the Rowlett Trail extension involves the construction of a pre-fabricated wood or steel bridge over Watters Creek. The bridge span is approximately 65 feet.

Geotechnical Services consist of geotechnical borings and laboratory testing, and a geotechnical report containing bridge foundation recommendations.

Included are two (2) bridge borings to depths of 35 feet each below the existing ground surface, or 10 feet into intact bedrock, whichever comes first. It is anticipated that bedrock may be on the order of 30 to 60 feet below existing ground surface at this site.

Texas Cone Penetrometer (TCP) test (Tex-132-E) will be performed at five-foot intervals beginning at a depth of five feet. Sampling will be performed continuously to depth 10 feet and at 5-foot intervals thereafter to the termination depth. If intact rock is encountered, rock coring will be performed to 10 feet below first encounter. These borings will be used to determine site stratigraphy and to obtain samples for laboratory testing. Shelby tube sampling will be performed in cohesive soils and split spoon sampling will be performed in cohesionless soils.

The rock core samples will be retrieved from the borehole and the percent recovery (REC) and the Rock Quality Designation (RQD) will be recorded for each 5-foot run. The core samples will be visually examined for rock type and features, which will be properly documented on boring logs along with the REC and RQD values. The samples will be then wrapped and secured in core boxes for transportation to our laboratory.

Selected laboratory testing will be conducted on soil samples that are representative of the materials obtained during the field exploration. The tests will be used to evaluate and classify the soils and identify subsurface site characteristics. All the field and laboratory tests will be performed according to ASTM standards, where applicable, or with other established procedures.

A geotechnical report of our study will be prepared by an engineer specializing in soil and rocks mechanics and foundation engineering after reviewing available structural, geological, boring, and laboratory data. In general, the following items will be included in our report:

- Site vicinity map,
- Plan of borings,
- Table of laboratory results,
- Boring logs and key to terms,
- Generalized subsurface conditions,
- Groundwater level observations,

- Site Geology, and
- Bridge foundation recommendations.

### Schedule

Draft report will be submitted approximately 4 to 6 weeks following receipt of a written notice to proceed and all the right of entries/permitting to complete the field work, as per the following estimated schedule:

- Field Work (Marking boring locations, clearing utilities, obtaining permits, coordinating, site clearing and completing drilling): 1-2 weeks
- Laboratory Testing: 1-2 weeks
- Engineering & Draft Report Preparation: 2 weeks
- Final Report: 1-2 weeks after comments

If requested, draft logs can be provided throughout the progress of the investigation as testing is completed.

Right of entry for the sites will be obtained from City of Allen and the application for the right of entry is limited to two attempts. Site clearing will be performed for the boring locations and ATV drill rig is needed to access all the borings.

A draft report will be submitted for review. After approval of draft report, a final report of the study will be submitted. Additional revisions and/or supplements to the report following approval may be considered additional services.

### Fee and Conditions

Based on the scope of work outlined, the fee for our services is \$15,050.00. A detailed breakdown for the cost estimate is included with this letter. Our accounting procedures call for the submittal of invoices on a month-end basis or at the conclusion of the project should its duration last less than a month. Our credit terms are net 30 days.

Generally our invoicing can be expected to follow our schedule as follows:

- Completion of Field Work (or monthly): up to 50% Fees
- Completion of Lab Work: up to 75% Fees
- Draft Report Preparation up to 95% Fees
- Final Report Preparation: up to 100% Fees

The following assumptions were made in preparing this letter:

- No known contamination exists at the sites and standard geotechnical drilling and sampling is appropriate for the sites.
- We have assumed no special permits or right of entry requirements are needed to complete this geotechnical investigation.
- Field survey of the borings locations and elevation is not part of our scope.
- Approximate existing grade elevation at each boring will be obtained from Google Earth.
- Approximate latitudes and longitudes for the boring locations will be obtained using a hand held GPS unit which accuracy may be +/- 20 feet laterally.
- HVJ is not responsible for the development of a construction cost estimate.
- Laboratory samples will be held for no more than a period of 60 days following completion of the final report or 120 days following completion of the draft report, whichever is less.

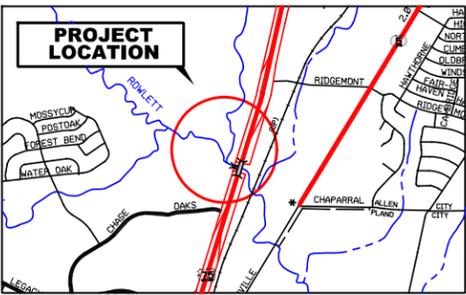
The scope of services described is appropriate for the project configuration presented to us. If anomalous conditions are encountered, or if the project configuration changes significantly, a change in work scope may be required. No changes will be implemented without prior City authorization.

Texas One Call System will be contacted to locate buried utilities. We will take care to minimize damage to existing facilities; however, our activities may result in some damage to vegetation or unidentified existing utilities. Fee specifically excludes any costs associated with restoration of vegetation or repair of utilities damaged by our operations that were not previously identified by Texas One Call and other field observations.

### EXCLUSIONS (services not included but can be provided as additional services)

- a. Construction phase services, including surveying, staking, inspections, sampling and testing.
- b. Property surveys, boundary surveys, right of way surveys, title searches, easements, etc., (AZ&B will

- use City provided property surveys).
- c. Easements documents (i.e., drainage easements, utility easements, special use and temporary construction easements, etc.)
- d. Acquisition of right-of-entry permits.
- e. Utility Coordination and Conflict Resolution: City will serve as the Utility Coordinator with AZ&B assistance with exhibits.
- f. Preparing data and reports for assistance to the City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- g. Assisting the City in defense or prosecution of litigation in connection with or in addition to those services contemplated by the Agreement. Such services if any shall be furnished by the Engineer on a fee basis negotiated by the respective parties outside of an in addition to this Agreement.
- h. Design, contract modifications, studies, or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- i. SWP3, Notice of Intent (NOI), and any related TCEQ permitting.
- j. Modeling of existing storm sewer systems that are outside of the trail ROW.
- k. Electrical engineering design is not included for any type of lighting on or under bridges, trail path, or intersections.
- l. Traffic analysis are not included.
- m. USACE, FEMA, TCEQ, TDLR, ADA nor City of Allen permits, fees (beyond those identified in Exhibit B), studies, and mitigation plans.
- n. Performing FEMA flood studies, and/or delineating Flood Plains.
- o. Utility design and utility relocation plans or inclusion into PS&E set.
- p. Re-tagging of trees prior to construction.
- q. Construction observation visit in excess of those included in Section VII, D. of Basic Services. Any and all environmental services, whether it is federal, state or local, including but not limited to permitting, permits, hazmat, remediation and sampling.
- r. Preparation of Record Drawings utilizing City and contractor as-built information (legible construction plan redlines only).
- s. Irrigation and landscaping plans are limited to landscape restoration and seeding/grassing plans. Irrigation and landscaping plans for the entire length of the project are not included.
- t. A complete Boundary or Right of Way Survey is not included in this Scope.
- u. A complete Tree Survey is not included in this Scope.
- v. A Wetland Survey is not included in this Scope.
- w. Subsurface Utility Engineering (SUE) is not included in this Scope.
- x. Preparation of any Zoning or Platting documents is not included in this Scope.
- y. Determination of property ownership is not included in this Scope.
- z. Attendance at P&Z, City Council meetings and/or other meetings is not included in this Scope.
- aa. Construction staking is not included in this Scope.
- bb. Post-construction as-builts are not included in this Scope.



LOCATION MAP



**ROWLETT TRAIL EXTENSION**

NOTES

LEGEND

-  TRAIL ALIGNMENT
-  PROPERTY LINE



**SOUTH SECTION**

**AZ&B** ARREDONDO, ZEPEDA & BRUNZ, LLC.  
 11355 McCREE ROAD - DALLAS, TEXAS 75238  
 (214) 341-9900  
 TBPE FIRM REG# F-10098

DESIGNED BY:	DATE: FEBRUARY 2021
DRAWN BY:	
CHECKED BY:	



4. SOUTH SECTION FROM SOUTH OF MARIE DR. TO EXISTING TRAIL ON WEST SIDE OF US 75 INCLUDED WATTERS TRAIL CONNECTION

NEW WATTERS BRANCH BRIDGE APPROX. LOCATION

**Exhibit B City of Allen Rowlett Trail Extension, May 14, 2021 South Section**

Category	Estimated Time in Hours					Total Hours	Total Labor Fee	Survey Fee	Reimbursable Expenses						Total Expenses	Total Project Costs
	PM	H&H Engineer	Project Engineer	EIT	Technician				Sub Consultant Fees	Car Rental w/ Fuel	Mileage	Lodging	Printing	Misc.		
	Billing Rate															
<b>PART 1 BASIC SERVICES</b>																
<b>I. PROJECT COORDINATION and QA/QC</b>	<b>54</b>	<b>26</b>	<b>54</b>	<b>16</b>	<b>16</b>	<b>166</b>	<b>\$27,588.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$27,588.00</b>
A. Coordination and QA/QC	24		32			56	\$9,776.00									\$9,776.00
B. Progress Schedule	12					12	\$2,280.00									\$2,280.00
C. Research, Data Gathering, Alignment Walk Through	12	24	16	16	16	84	\$13,056.00									\$13,056.00
D. Meetings	6	2	6			14	\$2,476.00									\$2,476.00
<b>II. PEER REVIEW OF CONCEPT PLAN &amp; 30% DESIGN</b>	<b>2</b>	<b>36</b>	<b>54</b>	<b>23</b>	<b>23</b>	<b>138</b>	<b>\$21,192.00</b>		<b>\$9,437.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$9,437.50</b>	<b>\$30,629.50</b>
1.Horizontal and vertical alignments			4	4	4	12	\$1,620.00									\$1,620.00
2.Proposed typical trail sections			2	3	3	8	\$1,052.00									\$1,052.00
3.Drainage structure locations, size, geometries and hydraulic adequacy of receiving systems (storm sewers and channels) and Verification of Hydrologic and Hydraulic Models		20	20			40	\$6,840.00									\$6,840.00
4.Number, type, geometry and location of proposed trail bridges		8	8			16	\$2,736.00									\$2,736.00
5. Peer Review Technical Memorandum & 30% Design	2	8	20	16	16	62	\$8,944.00									\$8,944.00
6. Environmental Document						0	\$0.00		\$8,500.00							\$8,500.00
7. Structural 30% Design						0	\$0.00		\$937.50							\$937.50
<b>III. 60% DESIGN</b>	<b>20</b>	<b>59</b>	<b>172</b>	<b>165</b>	<b>79</b>	<b>495</b>	<b>\$72,179.00</b>		<b>\$1,562.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,562.50</b>	<b>\$73,741.50</b>
A.Title Sheet			2	16	8	26	\$3,254.00									\$3,254.00
B.General Notes/Specifications	8	16	20			44	\$7,644.00									\$7,644.00
C.Estimate and Summary Sheets	2		20	40	10	72	\$9,780.00									\$9,780.00
D.Horizontal Control	2		20	40	10	72	\$9,780.00									\$9,780.00
E.Typical Sections			8	8	8	24	\$3,240.00									\$3,240.00
F.Trail Plan & Profile Sheets			32	16	8	56	\$8,144.00									\$8,144.00
G. Demolition and Removal Plans			2	4	5	11	\$1,412.00									\$1,412.00
H.Trail Signs			4		2	6	\$888.00									\$888.00
I.Miscellaneous Details			4		2	6	\$888.00									\$888.00
J.Small Sign Summaries			4		2	6	\$888.00									\$888.00
K.Small Sign Details			4		2	6	\$888.00									\$888.00
L.Drainage		4				4	\$716.00									\$716.00
M.Drainage Area Map		4				4	\$716.00									\$716.00
N.Hydrologic and Hydraulic Calculations	4	24	20			48	\$8,316.00									\$8,316.00
O.Culvert Layouts (Plan and Profile)		4		8		12	\$1,708.00									\$1,708.00
P. Storm Sewer Plan and Profile		1		5	4	10	\$1,271.00									\$1,271.00
Q. Drainage Details		2		4	2	8	\$1,090.00									\$1,090.00
R. Retaining Walls - See Structural						0	\$0.00									\$0.00
S. Traffic Control Plan						0	\$0.00									\$0.00
T. Construction Sequence Plan						0	\$0.00									\$0.00
U. Erosion Control Plan & Landscape and Sodding/Seeding Plan	2	2	16	8	8	36	\$5,282.00									\$5,282.00
V. Cross Sections			8	8		16	\$2,296.00									\$2,296.00
W. Construction Standard Details	2	2	8	8	8	28	\$3,978.00									\$3,978.00
X. Structural						0	\$0.00		\$1,562.50							\$1,562.50
Y. Bridge Plans and Structural Details - see Structural						0	\$0.00									\$0.00
<b>IV. 90% DESIGN</b>	<b>3</b>	<b>13</b>	<b>22</b>	<b>12</b>	<b>4</b>	<b>54</b>	<b>\$8,443.00</b>		<b>\$3,200.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$150.00</b>	<b>\$0.00</b>	<b>\$3,350.00</b>	<b>\$11,793.00</b>
A. Address 60% Comments & Update Plans	1	2	8	4	4	19	\$2,820.00						\$150.00			\$2,970.00
B. Address 60% Comments & Update Calculations		8	4			12	\$2,084.00									\$2,084.00
C. 90% Draft Specifications	1	2	7	4		14	\$2,185.00									\$2,185.00
D. 90% OPCC	1	1	3	4		9	\$1,354.00									\$1,354.00
E. TDLR Submittal						0	\$0.00		\$1,450.00							\$1,450.00
F. Address Structural Comments						0	\$0.00		\$1,750.00							\$1,750.00

Category	Estimated Time in Hours						Total Labor Fee	Survey Fee	Reimbursable Expenses							Total Expenses	Total Project Costs
	PM	H&H Engineer	Project Engineer	EIT	Technician	Total Hours			Sub Consultant Fees	Car Rental w/ Fuel	Mileage	Lodging	Printing	Misc.			
	Billing Rate																
<b>V. 100% DESIGN</b>	1	6	14	4	4	29	\$4,514.00		\$750.00	\$0.00	\$0.00	\$0.00	\$150.00	\$0.00	\$900.00	\$5,414.00	
A. Address 90% Comments & Complete Plans	1	2	4	4	4	15	\$2,168.00						\$150.00		\$150.00	\$2,318.00	
B. Address 90% Comments & Finalize Calculations		2	2			4	\$684.00								\$0.00	\$684.00	
C. Finalize Specifications		1	4			5	\$831.00								\$0.00	\$831.00	
D. Finalize OPCC		1	4			5	\$831.00								\$0.00	\$831.00	
F. Address Structural Comments						0	\$0.00		\$750.00						\$750.00	\$750.00	
						0	\$0.00								\$0.00	\$0.00	
<b>VI. BID PHASE SERVICES</b>	8	0	16	0	0	24	\$4,128.00		\$312.50	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$362.50	\$4,490.50	
A. Pre-Bid Meeting	4		8			12	\$2,064.00				\$50.00				\$50.00	\$2,114.00	
B. RFIs	4		8			12	\$2,064.00								\$0.00	\$2,064.00	
C. Structural Sub						0	\$0.00		\$312.50						\$312.50	\$312.50	
<b>VII. CONSTRUCTION PHASE SERVICES</b>	0	0	4	0	0	4	\$652.00		\$937.50	\$0.00	\$120.00	\$0.00	\$0.00	\$0.00	\$1,057.50	\$1,709.50	
AZB			4			4	\$652.00				\$120.00				\$120.00	\$772.00	
Structural Sub						0	\$0.00		\$937.50						\$937.50	\$937.50	
<b>SUBTOTAL</b>	<b>88</b>	<b>140</b>	<b>336</b>	<b>220</b>	<b>126</b>	<b>910</b>	<b>\$138,696.00</b>		<b>\$16,200.00</b>	<b>\$0.00</b>	<b>\$170.00</b>	<b>\$0.00</b>	<b>\$300.00</b>	<b>\$0.00</b>	<b>\$16,670.00</b>	<b>\$155,366.00</b>	
<b>PART 2 SPECIAL SERVICES</b>																	
Surveying	0	0	0	0	0	0	\$0.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,000.00	\$40,000.00	
Project Control						0	\$0.00	\$3,000.00						\$0.00	\$3,000.00	\$3,000.00	
Design Survey South Section						0	\$0.00	\$27,000.00							\$27,000.00	\$27,000.00	
Approximate Boundary						0	\$0.00	\$10,000.00							\$10,000.00	\$10,000.00	
Geotechnical	0	0	0	0	0	0	\$0.00	\$0.00	\$15,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,050.00	\$15,050.00	
South Section						0	\$0.00		\$15,050.00						\$15,050.00	\$15,050.00	
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>\$40,000.00</b>	<b>\$15,050.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$55,050.00</b>	<b>\$55,050.00</b>	
<b>TOTAL</b>	<b>88</b>	<b>140</b>	<b>336</b>	<b>220</b>	<b>126</b>	<b>910</b>	<b>\$138,696.00</b>	<b>\$40,000.00</b>	<b>\$31,250.00</b>	<b>\$0.00</b>	<b>\$170.00</b>	<b>\$0.00</b>	<b>\$300.00</b>	<b>\$0.00</b>	<b>\$71,720.00</b>	<b>\$210,416.00</b>	

**Schedule  
Rowlett Trail Extension  
June 18, 2021**

**Schedule:** The proposed services shall begin within 5 working days of authorization to proceed. Each phase of the project will be completed within the estimate of the working days shown below. Schedule does not include time for City review.

**South Section**

Surveying: .....	20 Working Days
Peer Review of Concept Plan & 30% Design:.....	30 Working Days
60% Trail Design:.....	30 Working Days
90% Trail Design:.....	30 Working Days
100% Trail Design:.....	20 Working Days
Bid Phase Services:.....	20 Working Days

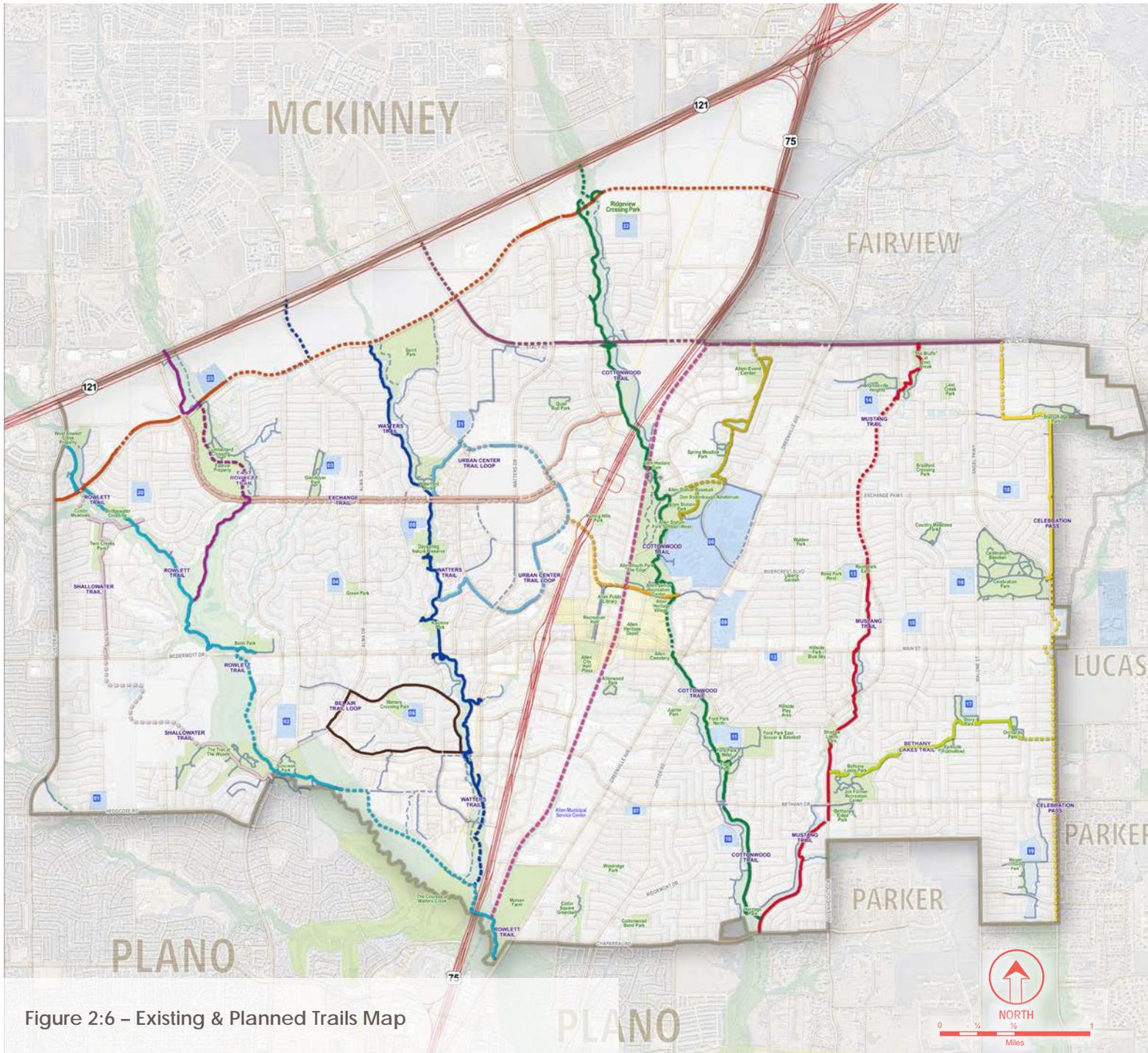


Figure 2:6 – Existing & Planned Trails Map

**LEGEND**

**Primary Trails**

- Allen Station Trail
- Allen Trail
- Bel Air Trail Loop
- Bethany Lakes Trail
- Celebration Pass
- Comet Trail
- Cottonwood Trail
- East Rowlett Trail
- Exchange Trail
- Mustang Trail
- Ridgeview Trail
- Rowlett Trail
- Shallowater Trail
- Stacy Trail
- Urban Center Loop Trail
- Waters Trail
- Supporting Trails

**SCHOOLS**

- 01 Beverly Elementary School
- 02 Erickson Middle School
- 03 Kerr Elementary School
- 04 Green Elementary School
- 05 Dr ET Boon Elementary School
- 06 Frances E Norton Elem. School
- 07 Boyd Elementary School
- 08 Allen High School
- 09 Lowery Freshman Center
- 10 Vaughan Elementary School
- 11 Ford Middle School
- 12 Rountree Elementary School
- 13 Gene Reed Elementary School
- 14 Marion Elementary School
- 15 Anderson Elementary School
- 16 Curtis Middle School
- 17 Story Elementary School
- 18 Olson Elementary School
- 19 Carlena Chandler Elem. School
- 20 Evan Elementary School
- 21 Beverly Cheatham Elem. School
- 22 Jenny Preston Elem. School
- 23 S.T.E.A.M. Center



McDermott Drive

Future  
Trailhead  
Location

**North Section**  
(McDermott location:  
Future Trail and Bridges)

Alma Drive

Tree Farm

Suncreek Park

**Middle Section**  
(Connemara Location: Future Trail)

**Project  
Location**

Bethany Drive

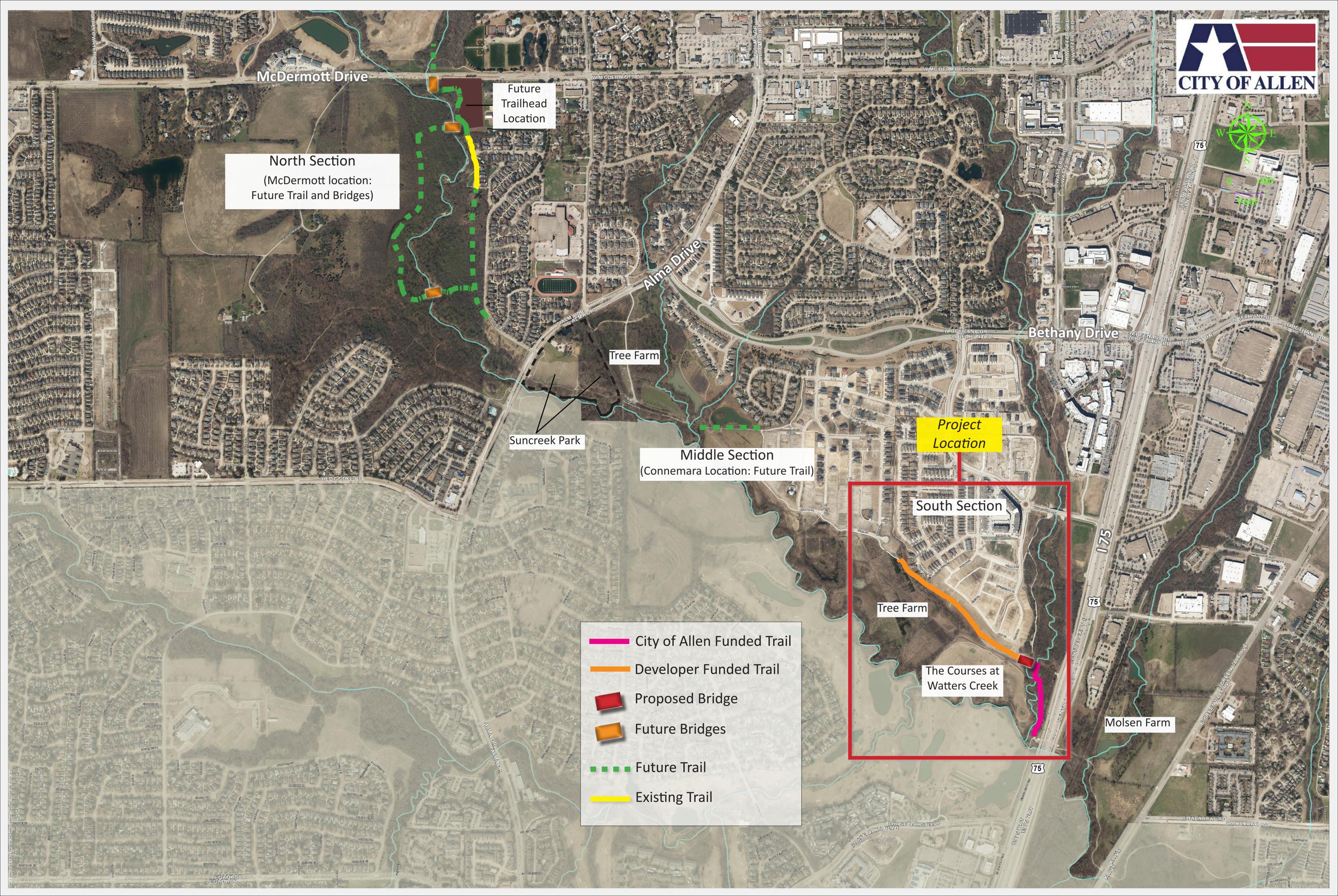
**South Section**

Tree Farm

The Courses at  
Watters Creek

Molsen Farm

-  City of Allen Funded Trail
-  Developer Funded Trail
-  Proposed Bridge
-  Future Bridges
-  Future Trail
-  Existing Trail



# Bethany Drive

South Section

Tree Farm

The Courses at  
Watters Creek

Molsen Farm



## CITY COUNCIL AGENDA COMMUNICATION

**AGENDA DATE:**

July 27, 2021

**SUBJECT:**

Authorize the City Manager to Purchase Bi-Directional Antennas, Associated Equipment, and Installation from Larson Associates USA, Inc., to Increase Public Safety Radio Communications within the Allen Police Headquarters and Allen City Hall in the Amount of \$100,426.

**STAFF RESOURCE:**

Kenneth Myers, Deputy Chief of Police  
Mike Reed, Division Chief - Fire

**ACTION PROPOSED:**

Authorize the City Manager to Purchase Bi-Directional Antennas, Associated Equipment, and Installation from Larson Associates USA, Inc., to Increase Public Safety Radio Communications within the Allen Police Headquarters and Allen City Hall in the Amount of \$100,426.

### **BACKGROUND**

The Allen Police Department Headquarters building and Allen City Hall building both have significant areas where public safety emergency radio communications fail. The reliability of portable radios used by emergency responders inside of buildings is a requirement of the **International Fire Code (IFC) Section 510 Emergency Responder Radio Coverage**. Building construction features and materials can absorb or block the radio frequency energy used to carry the signals inside or outside the building. Blockage or absorption of the radio can prevent critical message from an emergency responder from being received and acknowledged. Depending on the incident, this loss of information can place other emergency responders in greater danger, or may prevent an injured or disoriented emergency responder from communicating for assistance. The code requirement applies to analog or digital radio systems and is applicable to all new and existing buildings within the city.

The proposed cost covers all materials and labor. Larson Associates USA, Inc., was selected to complete the work as they have an existing contract with the City of Plano related to servicing the joint public safety radio system.

### **BUDGETARY IMPACT**

The total cost of \$100,426 will be paid from Unprogrammed General Capital Projects Funds.

### **STAFF RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to purchase Bi-Directional antennas,

associated equipment and installation from Larson Associates USA, Inc., to increase Public Safety Radio Communications within the Allen Police Headquarters and Allen City Hall in the amount of \$100,426.

**MOTION**

*I make a motion to authorize the City Manager to purchase Bi-Directional antennas, associated equipment and installation from Larson Associates USA, Inc., to increase Public Safety Radio Communications within the Allen Police Headquarters and Allen City Hall in the amount of \$100,426.*

**ATTACHMENTS:**

Estimate PD HDQRT

Estimate City Hall

Larson Associates USA, Inc.  
 1200 Commerce Drive  
 Suite 120  
 Plano, Texas 75093  
 Phone (972) 612-1373  
 Fax



www.larsonusa.com

# ESTIMATE

Estimate # 21-068

Date: 4/15/2021

Bill To

City of Allen  
 Accounts Payable C/O Sid Hudson  
 305 Century Parkway  
 Allen, TX 75013

P.O. No.	Terms	Due Date	Rep	Project
	30% Down - Remaini...	4/15/2021	PML	
Description	Qty	Rate	Total	
Police Department Headquarters Public Safety BDA System - 2 Hour Rated Donor and Main Feed Cabling - Radiax Interior Distribution.				
FIPLEX 30-DH7S-D-7S27B CLASS B	1	5,283.45	5,283.45	
DIGITAL SIGNAL BOOSTER. PS 800 + 700 MHz + FirstNet, Dual Band				
30-BTTY-100100 24hr Backup FLEX BBU. Battery backup, 100W, 100Ah capacity, NFPA Compliant	1	3,955.95	3,955.95	
External Annunciator for Flex BBU one box solution, with dry contacts	1	1,230.74	1,230.74	
Plenum Rated CAT5 Cable including support hangers - Routed from BDA to Fire Control Panel	1	185.00	185.00	
30A Twist lock circuit installed from electrical closet to BBU / BDA Storage Room	1	750.00	750.00	
Roof Top Penetration - Subcontract Commercial Roofing Company	1	1,180.00	1,180.00	
Dry Wall Penetration/Sleeves	8	75.00	600.00	
RFS 2HB12-50JPLR DRAGONSKIN™ 1/2"	45	100.00	4,500.00	
FIRE-RESISTANT UL 2196 CERTIFIED STANDALONE COAXIAL CABLE				
2" EMT Conduit	4	44.43	177.72	
2" EMT Conduit Fittings, Hangers and Accessories	1	85.00	85.00	
Concrete Coring - For Conduit path to 1st floor	1	1,275.00	1,275.00	
NM-LCF12-C03 Connector	4	17.405	69.62	
746-896 MHz Yagi Antenna (11 dBi), 48deg Horizon	1	174.64	174.64	

**Subtotal**

**Sales Tax (0.0%)**

**Total**

E-mail
office@larsonusa.com

Larson Associates USA, Inc.  
 1200 Commerce Drive  
 Suite 120  
 Plano, Texas 75093  
 Phone (972) 612-1373  
 Fax



www.larsonusa.com

# ESTIMATE

Estimate # 21-068

Date: 4/15/2021

Bill To

City of Allen  
 Accounts Payable C/O Sid Hudson  
 305 Century Parkway  
 Allen, TX 75013

P.O. No.	Terms	Due Date	Rep	Project
	30% Down - Remaini...	4/15/2021	PML	
Description	Qty	Rate	Total	
Non-Penetrating Roof Mount Kit - Includes Rubber Pad, Cinder Blocks and Grounding	1	185.00	185.00	
LMR600 Coax - Rooftop UV Rated Cable	35	2.56	89.60	
EZ600 NM Connector	2	18.88	37.76	
1.25" Rigid Galvanized Conduit for Rooftop run	30	8.06067	241.82	
DURA-BLOK Pipe Support Block, Recycled Rubber-Conduit Support, Including Conduit Clamps	5	71.956	359.78	
DC Blocked Coaxial Lightning Protector with N-Female connector, 20-1000 MHz	1	52.81	52.81	
NEMA4 Box for Surge Arrestor	1	268.45	268.45	
Trilogy Radiax AP6012J50 AirCell® Plenum Radiating, 1/2", 50 Ohm, Corrugated, Jacketed CMP, Conforms to NFPA-262, UL-444, Canadian CSA 22.2/FT6	300	1.35	405.00	
NMP01250 AirCell® 50 Ohm Connectors	6	20.14	120.84	
In-Building Antenna REM-800B BNC 700-900 MHz including N Female to BNC Female Adapter	3	36.28667	108.86	
Radiax Hangers, Installation Supplies and Cable Labels		250.00	250.00	
Splitter / Decoupler	2	60.00	120.00	
Public Safety Plackards / Signage	1	185.00	185.00	
2018-0194-C--01-01 Labor Rate per Man Hour	172	108.15	18,601.80	
Fire Alarm Subcontractor	1	6,382.62	6,382.62	
Protegis Fire & Safety will facilitate the installation of a 8 monitor Module to monitor the ANN-004 – Remote Annunciator by main Fire Alarm Panel. It is assumed that the existing panel has the capability to except the additional device. If that is found not to be true during the install phase, additional pricing may be required.				

**Subtotal** \$46,876.46  
**Sales Tax (0.0%)** \$0.00  
**Total** \$46,876.46

E-mail
office@larsonusa.com

Larson Associates USA, Inc.  
 1200 Commerce Drive  
 Suite 120  
 Plano, Texas 75093  
 Phone (972) 612-1373  
 Fax



www.larsonusa.com

# ESTIMATE

Estimate # 21-070

Date: 5/27/2021

Bill To

City of Allen  
 Accounts Payable C/O Sid Hudson  
 305 Century Parkway  
 Allen, TX 75013

P.O. No.	Terms	Due Date	Rep	Project
	30% Down - Remaini...	4/15/2021	PML	
Description	Qty	Rate	Total	
City Hall Public Safety BDA System - 2 Hour Rated Donor and Main Feed Cabling - Radiax Interior Distribution.				
FIPLEX 30-DH7S-D-7S27B CLASS B	1	5,283.45	5,283.45	
DIGITAL SIGNAL BOOSTER. PS 800 + 700 MHz + FirstNet, Dual Band				
30-BTTY-100100 24hr Backup FLEX BBU. Battery backup, 100W, 100Ah capacity, NFPA Compliant	1	3,955.95	3,955.95	
External Annunciator for Flex BBU one box solution, with dry contacts	1	1,044.30	1,044.30	
Plenum Rated CAT5 Cable including support hangers - Routed from BDA to Fire Control Panel	1	230.10	230.10	
30A Twist lock circuit from existing panel in Server Room	1	750.00	750.00	
Roof Top Penetration - Subcontract Commercial Roofing Company	1	1,180.00	1,180.00	
Dry Wall Penetration/Sleeves	8	75.00	600.00	
2" EMT Conduit	12	52.33333	628.00	
2" EMT Conduit Hangers, Supports, J-Boxes Fittings and 90's	1	250.00	250.00	
NEMA4 Box	1	268.53	268.53	
Concrete Coring	1	1,275.00	1,275.00	
RFS 2HB12-50JPLR DRAGONSKIN™ 1/2" FIRE-RESISTANT UL 2196 CERTIFIED STANDALONE COAXIAL CABLE	115	85.00	9,775.00	

**Subtotal**

**Sales Tax (0.0%)**

**Total**

E-mail
office@larsonusa.com

Larson Associates USA, Inc.  
 1200 Commerce Drive  
 Suite 120  
 Plano, Texas 75093  
 Phone (972) 612-1373  
 Fax



www.larsonusa.com

# ESTIMATE

Estimate # 21-070

Date: 5/27/2021

Bill To

City of Allen  
 Accounts Payable C/O Sid Hudson  
 305 Century Parkway  
 Allen, TX 75013

P.O. No.	Terms	Due Date	Rep	Project
	30% Down - Remaini...	4/15/2021	PML	
Description	Qty	Rate	Total	
NM-LCF12-C03 Connector	2	17.405	34.81	
746-896 MHz Yagi Antenna (11 dBi), 48deg Horizon	1	174.64	174.64	
Non-Penetrating Roof Mount Kit - Includes Rubber Pad, Cinder Blocks and Grounding	1	185.00	185.00	
LMR600 Coax - Rooftop UV Rated Cable	20	2.56	51.20	
LMR600 connectors	2	18.88	37.76	
1.25" Rigid Galvanized Conduit for Rooftop run	20	8.0605	161.21	
DURA-BLOK Pipe Support Block, Recycled Rubber-Conduit Support, Including Conduit Clamps	4	71.9575	287.83	
DC Blocked Coaxial Lightning Protector with N-Female connector, 20-1000 MHz	1	52.81	52.81	
Trilogy Radiax AP6012J50 AirCell® Plenum Radiating, 1/2", 50 Ohm, Corrugated, Jacketed CMP, Conforms to NFPA-262, UL-444, Canadian CSA 22.2/FT6	310	1.35	418.50	
NMP01250 AirCell® 50 Ohm Connectors	6	20.14	120.84	
Splitter / Decoupler / Attenuators	1	221.84	221.84	
NON-PIM Indoor Wide Band Omni Antenna	2	36.285	72.57	
Radiax Hangers, Installation Supplies and Cable Labels	1	450.00	450.00	
Public Safety Placards / Signage	1	185.00	185.00	
2018-0194-C--01-01 Labor Rate per Man Hour	172	108.15	18,601.80	
Shipping - Will be adjusted upon completion	1	375.00	375.00	
ESTIMATED				

**Subtotal**

**Sales Tax (0.0%)**

**Total**

E-mail
office@larsonusa.com

Larson Associates USA, Inc.  
 1200 Commerce Drive  
 Suite 120  
 Plano, Texas 75093  
 Phone (972) 612-1373  
 Fax



www.larsonusa.com

# ESTIMATE

Estimate # 21-070

Date: 5/27/2021

Bill To

City of Allen  
 Accounts Payable C/O Sid Hudson  
 305 Century Parkway  
 Allen, TX 75013

P.O. No.	Terms	Due Date	Rep	Project
	30% Down - Remaini...	4/15/2021	PML	
Description	Qty	Rate	Total	
Fire Alarm Subcontractor Protegis Fire & Safety will facilitate the installation of a 8 monitor Module to monitor the ANN-004 – Remote Annunciator by main Fire Alarm Panel. It is assumed that the existing panel has the capability to except the additional device. If that is found not to be true during the install phase, additional pricing may be required.	1	6,878.22	6,878.22	

**Subtotal** \$53,549.36  
**Sales Tax (0.0%)** \$0.00  
**Total** \$53,549.36

E-mail
office@larsonusa.com

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

**AGENDA DATE:** July 27, 2021

**SUBJECT:** Receive the Financial Report for Period Ending June 30, 2021.

**STAFF RESOURCE:** Pete Phillis, Chief Financial Officer  
Chris Landrum, Assistant Chief Financial Officer

**ACTION PROPOSED:** Receive the Financial Report for Period Ending June 30, 2021.

**BACKGROUND**

Financial reports are prepared each quarter for the General Fund, Water and Sewer Fund and other funds for which annual budgets are prepared. Attached are copies of the unaudited reports for the period ending June 30, 2021. Total revenues through quarter three were \$188,928,018 or 79.5% of the budgeted amount and total expenditures were \$158,213,179 or 66.1% of the budgeted amount. This report includes three quarters of fiscal year 2021 and prior fiscal year 2020 actual amounts for comparison purposes.

**STAFF RECOMMENDATION**

Staff recommends that the City Council receive the Financial Report for Period Ending June 30, 2021.

**MOTION**

*I make a motion to accept the Financial Report for Period Ending June 30, 2021.*

**ATTACHMENTS:**

Third Quarter Financial Report  
Third Quarter Financial Memo

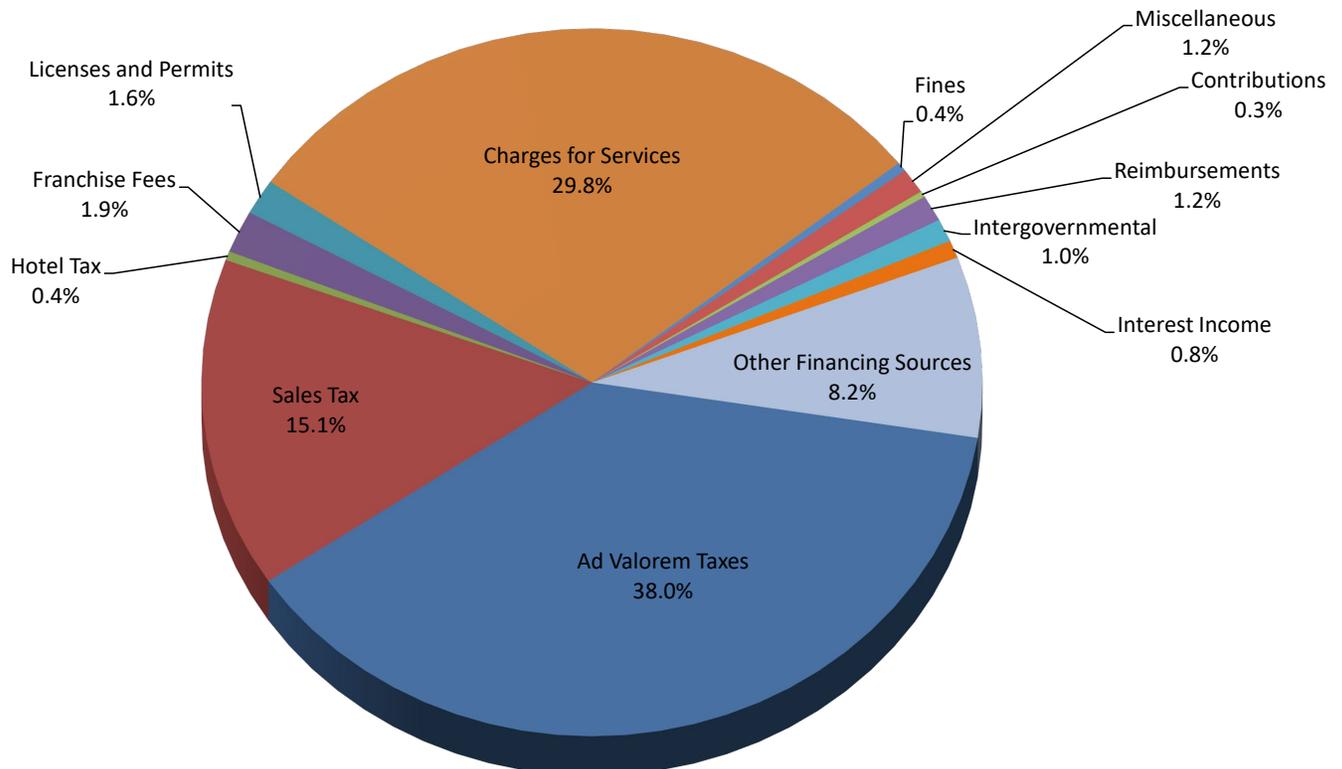
**CITY OF ALLEN  
FINANCIAL REPORT  
For the Quarter Ended  
June 30, 2021  
(Unaudited)**

**City of Allen**  
**FY2021 Quarterly Statement of Actual Revenues & Expenditures**  
**For Fiscal Year 2020-2021**  
**3rd Quarter Financial Report**

	General Fund	Debt Service	TIF Fund	Enterprise Funds				Spec. Rev.
				Water & Sewer	Solid Waste	Drainage Utility	Golf Course	Hotel Occup. Tax
<b>REVENUES</b>								
Ad Valorem Taxes	57,869,409	13,989,909	-	-	-	-	-	-
Sales Tax	14,245,126	-	140,709	-	-	-	-	-
Hotel Tax	-	-	-	-	-	-	-	771,366
Franchise Fees	3,599,944	-	-	-	-	-	-	-
Licenses and Permits	3,052,573	-	-	-	-	-	-	-
Charges for Services	4,741,738	-	-	29,613,451	4,731,038	1,241,378	2,818,106	-
Fines	719,674	-	-	-	-	-	-	-
Miscellaneous	349,555	-	-	61,268	36,845	2,174	142,157	-
Contributions	511,804	-	-	-	-	-	-	-
Reimbursements	1,694,989	-	-	124,244	-	810	32,364	-
Intergovernmental	953,676	-	147,948	-	-	-	-	-
Interest Income	530,900	8,241	82,606	101,742	37,680	10,478	-	26,370
Other Financing Sources	3,923,074	7,195,617	-	1,062,141	-	-	170,486	-
<b>TOTAL REVENUES</b>	<b>92,192,462</b>	<b>21,193,768</b>	<b>371,263</b>	<b>30,962,846</b>	<b>4,805,563</b>	<b>1,254,840</b>	<b>3,163,113</b>	<b>797,736</b>

<b>EXPENDITURES</b>								
Salaries	37,507,883	-	-	2,880,267	379,809	349,593	864,644	232,655
Benefits	14,990,673	-	-	1,424,478	169,380	162,023	379,863	107,280
Operating Costs	12,622,427	-	810,767	24,754,939	2,263,153	177,613	296,562	904,045
Supplies	1,221,769	-	-	206,097	9,017	61,194	124,599	1,277
Maintenance	2,763,675	-	-	449,880	1,159	184,635	176,021	81
Professional Services	5,542,457	-	-	417,571	2,246,600	112,508	580,936	186,680
Debt Service	-	9,056,732	-	875,466	-	-	-	-
Capital	64,581	-	-	23,570	-	-	-	-
Other Financing Uses	803,419	-	-	7,297,207	617,272	314,596	-	3,016
Depreciation	-	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>75,516,884</b>	<b>9,056,732</b>	<b>810,767</b>	<b>38,329,475</b>	<b>5,686,390</b>	<b>1,362,161</b>	<b>2,422,625</b>	<b>1,435,033</b>

**Breakdown of YTD Revenue Actuals by Character - All Funds**

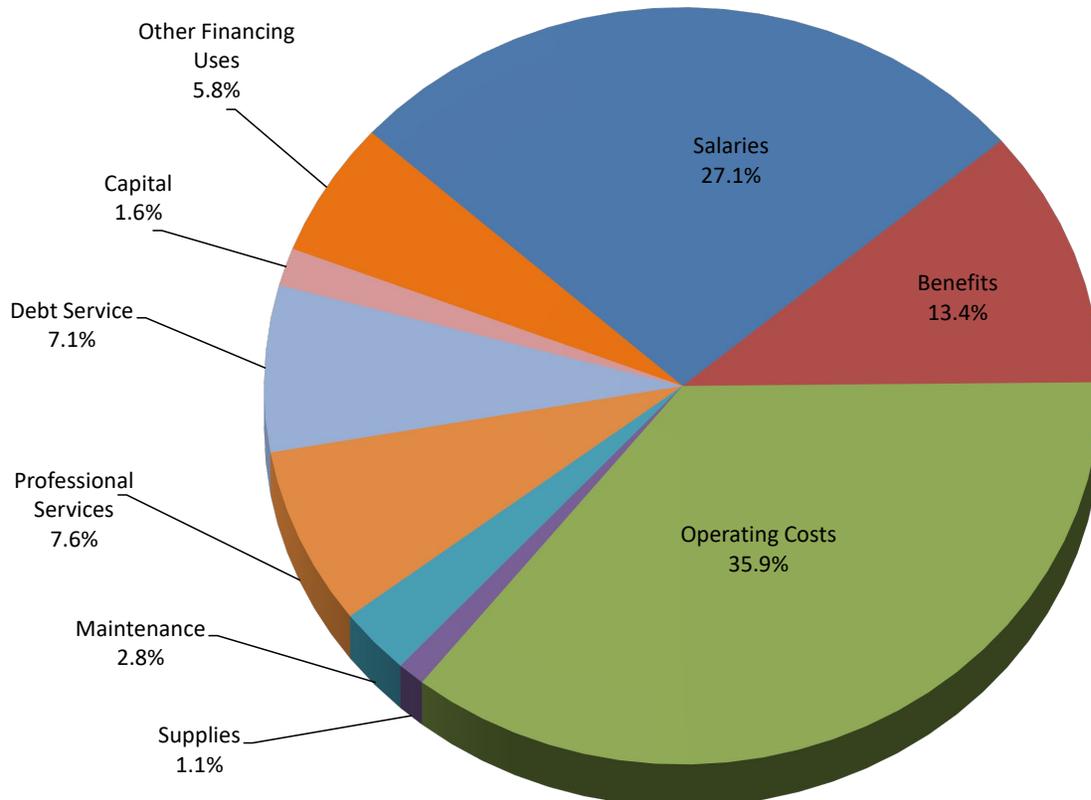


**City of Allen**  
**FY2021 Quarterly Statement of Actual Revenues & Expenditures**  
**For Fiscal Year 2020-2021**  
**3rd Quarter Financial Report**

Special Revenue			Internal Service Funds			Component Units		YTD FY2021 Actual	Total FY2021 Budget	Percent of Budget
Asset Forfeiture	Special Revenue	Grant Fund	Replacement Fund	Facility Maintenance	Risk Management	Economic Development	Community Development			
-	-	-	-	-	-	-	-	71,859,318	72,955,976	98.5%
-	-	-	-	-	-	7,060,411	7,060,411	28,506,657	40,177,809	71.0%
-	-	-	-	-	-	-	-	771,366	1,427,273	54.0%
-	64,578	-	-	-	-	-	-	3,664,522	7,198,200	50.9%
-	-	-	-	-	-	-	-	3,052,573	3,016,100	101.2%
-	-	-	2,783,526	-	10,332,792	-	-	56,262,029	92,557,826	60.8%
-	64,920	-	-	-	-	-	-	784,593	1,826,990	42.9%
53,720	-	1,396,718	124,877	-	-	2,375	5,550	2,175,239	1,758,239	123.7%
-	-	-	-	-	-	-	-	511,804	616,829	83.0%
-	-	-	-	77,065	338,736	1,908	-	2,270,116	2,440,609	93.0%
-	-	534,971	-	331,846	-	-	-	1,968,440	2,989,411	65.8%
1,997	20,997	-	209,563	19,797	123,296	130,216	231,127	1,535,010	2,819,123	54.4%
-	-	3,077	230,079	225,000	461,876	2,295,000	-	15,566,350	7,937,742	196.1%
55,717	150,495	1,934,765	3,348,044	653,708	11,256,701	9,489,910	7,297,089	188,928,018	237,722,127	79.5%

-	-	-	-	-	221,160	460,600	-	42,896,611	61,186,259	70.1%
-	-	-	-	-	96,575	173,665	-	17,503,937	24,246,984	72.2%
-	17,000	27,617	-	-	8,697,212	5,831,711	316,424	56,719,469	81,493,505	69.6%
20,495	14,616	22,158	8,410	-	1,540	5,005	-	1,696,177	3,045,243	55.7%
-	45,028	-	-	604,349	3,140	-	266,710	4,494,676	6,161,748	72.9%
37,306	1,239	2,073,433	-	-	94,497	178,649	517,616	11,989,493	16,168,699	74.2%
-	-	-	-	-	-	985,065	316,933	11,234,197	21,156,936	53.1%
-	-	75,644	745,354	68,875	-	684,018	896,917	2,558,959	13,919,679	18.4%
-	84,150	-	-	-	-	-	-	9,119,660	11,836,418	77.0%
-	-	-	-	-	-	-	-	-	167,823	0.0%
57,801	162,033	2,198,853	753,765	673,224	9,114,123	8,318,713	2,314,599	158,213,179	239,383,294	66.1%

**Breakdown of YTD Expenditure Actuals by Character - All Funds**



**CITY OF ALLEN**  
**General Fund**  
**FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget**  
*With Comparative Information from Prior Fiscal Year*

<b>REVENUE</b>	Original FY2021 Budget	Revised FY2021 Budget	3rd Quarter FY2021 Actual	YTD Actual as of 6/30/21	Percent of Original Budget	Original FY2020 Budget	3rd Quarter FY2020 YTD Actual	Percent of Original Budget
Property Taxes	\$ 57,080,458	\$ 57,080,458	\$ 699,633	\$ 57,869,409	101.4%	\$ 55,078,983	\$ 54,659,887	99.2%
Sales Tax*	19,994,676	19,994,676	6,211,015	14,245,126	71.2%	19,717,549	12,133,766	61.5%
Franchise Fees	7,047,870	7,047,870	1,867,318	3,599,944	51.1%	6,960,886	3,756,182	54.0%
Licenses & Permits	3,016,100	3,016,100	1,128,663	3,052,573	101.2%	2,866,200	2,430,873	84.8%
Charges for Services	9,885,906	9,885,906	2,201,638	4,741,738	48.0%	6,581,631	4,954,654	75.3%
Fines	1,653,590	1,653,590	259,871	719,674	43.5%	1,043,844	933,882	89.5%
Miscellaneous	670,211	670,211	127,906	349,555	52.2%	567,848	457,689	80.6%
Interest Income	580,541	580,541	261,820	530,900	91.4%	785,697	773,855	98.5%
Contributions	616,829	616,829	177,666	511,804	83.0%	626,369	468,855	74.9%
Reimbursements	1,935,596	1,935,596	798,276	1,694,989	87.6%	1,753,992	1,593,293	90.8%
Intergovernmental	123,652	123,652	36,765	953,676	771.3%	739,487	63,002	8.5%
Operating Transfer In	5,075,327	5,075,327	1,352,256	3,923,074	77.3%	5,327,680	3,754,669	70.5%
<b>TOTAL Revenue</b>	<b>\$ 107,680,756</b>	<b>\$ 107,680,756</b>	<b>\$ 15,122,826</b>	<b>\$ 92,192,462</b>	<b>85.6%</b>	<b>\$ 102,050,166</b>	<b>\$ 85,980,606</b>	<b>84.3%</b>

<b>EXPENDITURES</b>	Original FY2021 Budget	Revised FY2021 Budget	3rd Quarter FY2021 Actual	YTD Actual as of 6/30/21	Percent of Original Budget	Original FY2020 Budget	3rd Quarter FY2020 YTD Actual	Percent of Original Budget
<i>General Government</i>								
City Administration	\$ 1,192,743	\$ 1,192,743	\$ 307,297	\$ 1,081,558	90.7%	\$ 1,201,997	\$ 843,957	70.2%
City Secretary	715,547	715,547	206,193	552,310	77.2%	634,234	441,976	69.7%
Public & Media Relations	1,264,628	1,264,628	315,519	909,126	71.9%	1,071,560	748,489	69.9%
Information Technology	4,941,294	4,941,294	1,145,591	3,362,033	68.0%	4,854,005	3,641,695	75.0%
Human Resources	1,077,238	1,077,238	286,894	869,192	80.7%	1,158,408	660,605	57.0%
Internal Services	6,052,817	6,052,817	936,213	4,383,833	72.4%	6,012,527	4,408,344	73.3%
Finance	3,567,551	3,567,551	817,691	2,378,307	66.7%	3,314,716	2,488,778	75.1%
Municipal Court	956,179	956,179	296,372	650,578	68.0%	945,254	657,552	69.6%
Building Maintenance	1,308,249	1,308,249	314,302	944,100	72.2%	1,325,531	961,473	72.5%
Service Center	154,871	154,871	32,365	101,004	65.2%	156,004	108,109	69.3%
<i>Public Safety</i>								
Fire	\$ 19,661,326	\$ 19,661,326	\$ 5,433,821	\$ 15,022,971	76.4%	18,165,072	\$ 12,778,352	70.3%
Police	29,109,487	29,109,487	7,783,919	21,437,330	73.6%	28,439,949	19,366,461	68.1%
<i>Public Works</i>								
Community Services Admin	\$ 839,012	\$ 839,012	\$ 343,617	\$ 894,572	106.6%	841,651	\$ 549,778	65.3%
Streets	2,294,266	2,294,266	676,104	1,819,678	79.3%	2,129,575	1,513,543	71.1%
Engineering	3,545,286	3,545,286	841,931	2,100,270	59.2%	3,428,555	2,128,161	62.1%
<i>Culture &amp; Recreation</i>								
Library	\$ 3,374,790	\$ 3,374,790	\$ 841,363	\$ 2,208,579	65.4%	3,234,506	\$ 2,278,673	70.4%
Parks & Recreation	16,170,383	16,170,383	3,782,481	9,524,210	58.9%	14,886,327	9,551,695	64.2%
Event Center	7,676,978	7,676,978	2,065,767	4,694,662	61.2%	6,875,976	5,099,622	74.2%
<i>Community Development</i>								
Community Development	\$ 3,778,111	\$ 3,778,111	\$ 991,995	\$ 2,582,573	68.4%	3,434,319	\$ 2,333,621	68.0%
<b>TOTAL Expenditures</b>	<b>\$ 107,680,756</b>	<b>\$ 107,680,756</b>	<b>\$ 27,419,435</b>	<b>\$ 75,516,884</b>	<b>70.1%</b>	<b>\$ 102,110,166</b>	<b>\$ 70,560,885</b>	<b>69.1%</b>

Revenues Over (Under) Expenditures \$ 16,675,578

\$ 15,419,721

\*Actual Represents 7 Months of Sales Tax Collections

**CITY OF ALLEN**  
**Debt Service Fund**  
**FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget**  
**With Comparative Information from Prior Fiscal Year**

<b>REVENUE</b>	Original FY2021 Budget	Revised FY2021 Budget	3rd Quarter FY2021 Actual	YTD Actual as of 6/30/21	Percent of Original Budget	Original FY2020 Budget	3rd Quarter FY2020 YTD Actual	Percent of Original Budget
Property Taxes	\$ 13,869,057	\$ 13,869,057	\$ 169,335	\$ 13,989,909	100.9%	14,630,533	\$ 14,549,303	99.4%
Interest Earnings	175,651	175,651	5,009	8,241	4.7%	148,387	72,739	49.0%
Bond Refunding Proceeds	-	-	7,195,617	7,195,617		10,088,600	-	
<b>TOTAL Revenues</b>	<b>\$ 14,044,708</b>	<b>\$ 14,044,708</b>	<b>\$ 7,369,962</b>	<b>\$ 21,193,768</b>	<b>150.9%</b>	<b>24,867,520</b>	<b>\$ 14,622,042</b>	<b>58.8%</b>

<b>EXPENDITURES</b>	Original FY2021 Budget	Revised FY2021 Budget	3rd Quarter FY2021 Actual	YTD Actual as of 6/30/21	Percent of Original Budget	Original FY2020 Budget	3rd Quarter FY2020 YTD Actual	Percent of Original Budget
Principal	\$ 10,932,278	\$ 10,932,278	\$ 5,093	\$ 33,677	0.3%	11,097,263	\$ 22,387	0.2%
Interest	3,606,845	3,606,845	160,684	1,986,415	55.1%	3,317,489	1,673,916	50.5%
Fees & Refunding Exp	11,250	11,250	7,036,640	7,036,640	62547.9%	10,329,850	4,250	0.0%
<b>TOTAL Expenditures</b>	<b>\$ 14,550,373</b>	<b>\$ 14,550,373</b>	<b>\$ 7,202,417</b>	<b>\$ 9,056,732</b>	<b>62.2%</b>	<b>\$ 24,744,602</b>	<b>\$ 1,700,553</b>	<b>6.9%</b>

**CITY OF ALLEN**  
**Hotel Occupancy Fund**  
**FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget**  
**With Comparative Information from Prior Fiscal Year**

<b>REVENUE</b>	Original FY2021 Budget	Revised FY2021 Budget	3rd Quarter FY2021 Actual	YTD Actual as of 6/30/21	Percent of Original Budget	Original FY2020 Budget	3rd Quarter FY2020 YTD Actual	Percent of Original Budget
Hotel Occupancy Tax	\$ 1,427,273	\$ 1,427,273	\$ 426,543	\$ 771,366	54.0%	1,047,057	\$ 871,975	83.3%
Interest on Investments	37,419	37,419	10,739	26,370	70.5%	49,424	43,383	87.8%
<b>TOTAL Revenues</b>	<b>\$ 1,464,692</b>	<b>\$ 1,464,692</b>	<b>\$ 437,282</b>	<b>\$ 797,736</b>	<b>54.5%</b>	<b>1,096,481</b>	<b>\$ 915,359</b>	<b>83.5%</b>

<b>EXPENDITURES</b>	Original FY2021 Budget	Revised FY2021 Budget	3rd Quarter FY2021 Actual	YTD Actual as of 6/30/21	Percent of Original Budget	Original FY2020 Budget	3rd Quarter FY2020 YTD Actual	Percent of Original Budget
<i>Org - Character</i>								
<i>Hotel Tax Admin</i>								
Hotel Tax Grants*	\$ 360,100	\$ 360,100	\$ 3,273	\$ 13,273	3.7%	\$ 360,100	\$ 61,390	17.0%
Economic Grants	239,196	239,196	750,000	750,000	313.6%	401,894	401,893	100.0%
Professional Services	2,000	2,000	-	-		2,000	-	
<i>Convention/Visitor Bureau</i>								
Personnel	\$ 461,348	\$ 461,348	\$ 117,943	\$ 339,935	73.7%	\$ 413,505	\$ 276,666	66.9%
Operating Costs	393,421	393,421	42,171	140,772	35.8%	393,221	218,963	55.7%
Supplies	5,000	5,000	449	1,277	25.5%	5,000	2,699	54.0%
Maintenance	93	93	7	81	87.1%	683	443	64.9%
Professional Services	195,871	195,871	54,000	186,680	95.3%	197,191	174,934	88.7%
Operating Transfer Out	4,021	4,021	1,005	3,016	75.0%	3,540	2,598	73.4%
<b>TOTAL Expenditures</b>	<b>\$ 1,661,050</b>	<b>\$ 1,661,050</b>	<b>\$ 968,848</b>	<b>\$ 1,435,033</b>	<b>86.4%</b>	<b>1,777,134</b>	<b>1,139,587</b>	<b>64.1%</b>

<b>HOTEL TAX GRANTS*</b>	Original FY2021 Budget	Revised FY2021 Budget	3rd Quarter FY2021 Actual	YTD Actual as of 6/30/21	Percent of Original Budget	Original FY2020 Budget	3rd Quarter FY2020 YTD Actual	Percent of Original Budget
<i>Grant Organizations</i>								
Allen-Fairview Chamber	\$ 1,600	\$ 1,600	\$ 773	\$ 773	48.3%	\$ 1,600	\$ -	
Allen Arts Alliance	-	-	-	-		5,000	-	
Allen Civic Ballet	10,000	10,000	10,000	10,000	100.0%	10,000	10,000	100.0%
Allen Community Band	5,000	5,000	-	-		-	-	
Allen Heritage Guild	2,500	2,500	-	-		2,500	-	
Allen Philharmonic Symphony	30,000	30,000	-	-		30,000	5,500	18.3%
Allen's Community Theatre	3,000	3,000	-	-		3,000	-	
City of Allen - Parks & Recreation	60,000	60,000	-	2,500	4.2%	60,000	50,500	84.2%
City of Allen - Event Center	235,000	235,000	-	-		235,000	10,577	4.5%
Connemara Conservancy	3,000	3,000	-	-		3,000	2,624	87.5%
Friends of the Library	10,000	10,000	-	-		10,000	-	
<b>TOTAL Grant Amounts</b>	<b>\$ 360,100</b>	<b>\$ 360,100</b>	<b>\$ 10,773</b>	<b>\$ 13,273</b>	<b>3.7%</b>	<b>\$ 360,100</b>	<b>\$ 79,201</b>	<b>22.0%</b>

**CITY OF ALLEN**  
**Asset Forfeiture Fund**  
**FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget**  
**With Comparative Information from Prior Fiscal Year**

<b>REVENUE</b>	Original FY2021 Budget	Revised FY2021 Budget	3rd Quarter FY2021 Actual	YTD Actual as of 6/30/21	Percent of Original Budget	Original FY2020 Budget	3rd Quarter FY2020 YTD Actual	Percent of Original Budget
State Forfeiture	\$ 35,000	\$ 35,000	\$ 2,178	\$ 37,017	105.8%	\$ 35,000	\$ 20,748	59.3%
Federal Forfeiture	150,000	150,000	-	14,623	9.7%	150,000	43,760	29.2%
Auction Revenue	5,000	5,000	-	2,081	41.6%	5,000	4,072	81.4%
Interest on Investments	3,479	3,479	786	1,997	57.4%	4,405	3,538	80.3%
<b>TOTAL Revenues</b>	<b>\$ 193,479</b>	<b>\$ 193,479</b>	<b>\$ 2,964</b>	<b>\$ 55,717</b>	<b>28.8%</b>	<b>\$ 194,405</b>	<b>\$ 72,117</b>	<b>37.1%</b>

<b>EXPENDITURES</b>	Original FY2021 Budget	Revised FY2021 Budget	3rd Quarter FY2021 Actual	YTD Actual as of 6/30/21	Percent of Original Budget	Original FY2020 Budget	3rd Quarter FY2020 YTD Actual	Percent of Original Budget
Supplies	\$ 12,309	\$ 12,309	\$ 9,500	\$ 20,495	166.5%	\$ 137,391	\$ 111,587	81.2%
Professional Services	50,762	50,762	327	37,306	73.5%	42,687	15,383	36.0%
Capital	-	-	-	-	-	-	-	-
<b>TOTAL Expenditures</b>	<b>\$ 63,071</b>	<b>\$ 63,071</b>	<b>\$ 9,827</b>	<b>\$ 57,801</b>	<b>91.6%</b>	<b>\$ 180,078</b>	<b>\$ 126,971</b>	<b>70.5%</b>

**CITY OF ALLEN**  
**Tax Increment Financing (TIF) Fund**  
**FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget**  
**With Comparative Information from Prior Fiscal Year**

<b>REVENUE</b>	Original FY2021 Budget	Revised FY2021 Budget	3rd Quarter FY2021 Actual	YTD Actual as of 6/30/21	Percent of Original Budget	Original FY2020 Budget	3rd Quarter FY2020 YTD Actual	Percent of Original Budget
<i>Org - Object</i>								
<i>TIF#1 - Montgomery Farms</i>								
Property Taxes	\$ 505,405	\$ 505,405	\$ -	\$ -		\$ 374,448	\$ 374,448	100.0%
Sales Tax*	192,575	192,575	-	92,814	48.2%	308,864	182,676	59.1%
Intergovernmental	180,935	180,935	147,948	147,948	81.8%	133,921	133,921	100.0%
<i>TIF#2 - Central Business District</i>								
Property Taxes	\$ 1,501,056	\$ 1,501,056	\$ -	\$ -		\$ 1,204,844	\$ 1,204,843	100.0%
Sales Tax*	117,566	117,566	47,895	47,895	40.7%	137,972	47,026	34.1%
<i>Non-Operating Revenues</i>								
Interest on Investments	\$ 80,763	\$ 80,763	\$ 39,443	\$ 82,606	102.3%	\$ 99,216	\$ 92,795	93.5%
<b>TOTAL Revenues</b>	<b>\$ 2,578,300</b>	<b>\$ 2,578,300</b>	<b>\$ 235,285</b>	<b>\$ 371,263</b>	<b>14.4%</b>	<b>\$ 2,259,265</b>	<b>\$ 2,035,709</b>	<b>90.1%</b>

<b>EXPENDITURES</b>	Original FY2021 Budget	Revised FY2021 Budget	3rd Quarter FY2021 Actual	YTD Actual as of 6/30/21	Percent of Original Budget	Original FY2020 Budget	3rd Quarter FY2020 YTD Actual	Percent of Original Budget
<i>Org - Object</i>								
<i>TIF#1 - Montgomery Farms</i>								
Economic Grant Expenses	\$ 1,030,555	\$ 1,030,555	\$ 810,767	\$ 810,767	78.7%	\$ 895,235	\$ 895,235	100.0%
Professional Services	17,000	17,000	-	-		17,000	15,000	88.2%
<i>TIF#2 - Central Business District</i>								
Professional Services	\$ 17,000	\$ 17,000	\$ -	\$ -		\$ 17,000	\$ 15,000	88.2%
<b>TOTAL Expenditures</b>	<b>\$ 1,064,555</b>	<b>\$ 1,064,555</b>	<b>\$ 810,767</b>	<b>\$ 810,767</b>	<b>76.2%</b>	<b>\$ 929,235</b>	<b>\$ 925,235</b>	<b>99.6%</b>

\*Actual Represents 7 Months of Sales Tax Collections.

**CITY OF ALLEN**  
**Special Revenue Fund**  
**FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget**  
**With Comparative Information from Prior Fiscal Year**

<b>REVENUE</b>	Original FY2021 Budget	Revised FY2021 Budget	3rd Quarter FY2021 Actual	YTD Actual as of 6/30/21	Percent of Original Budget	Original FY2020 Budget	3rd Quarter FY2020 YTD Actual	Percent of Original Budget
<i>Operating Revenues</i>								
PEG Fees	\$ 150,330	\$ 150,330	\$ 22,661	\$ 64,578	43.0%	\$ 157,032	\$ 87,944	56.0%
Juvenile Case Management	72,250	72,250	8,683	24,378	33.7%	36,125	34,557	95.7%
Court Security	43,350	43,350	7,627	21,852	50.4%	21,675	20,872	96.3%
Court Technology	57,800	57,800	6,595	18,690	32.3%	28,900	23,950	82.9%
Red Light Fines	-	-	-	-		-	-	
<i>Non-Operating Revenues</i>								
Interest	\$ 18,518	\$ 18,518	\$ 9,932	\$ 20,997	113.4%	\$ 25,652	\$ 23,861	93.0%
Intergovernmental (Radio System)	46,824	46,824	-	-		46,824	-	
Reimbursement Revenue	20,000	20,000	-	-		-	-	
Operating Transfer In	-	-	-	-		-	-	
<b>TOTAL Revenues</b>	<b>\$ 409,072</b>	<b>\$ 409,072</b>	<b>\$ 55,497</b>	<b>\$ 150,495</b>	<b>36.8%</b>	<b>\$ 316,208</b>	<b>\$ 191,183</b>	<b>60.5%</b>

<b>EXPENDITURES</b>	Original FY2021 Budget	Revised FY2021 Budget	3rd Quarter FY2021 Actual	YTD Actual as of 6/30/21	Percent of Original Budget	Original FY2020 Budget	3rd Quarter FY2020 YTD Actual	Percent of Original Budget
<i>Restricted Expenditures</i>								
PEG Expenses	\$ 75,347	\$ 75,347	\$ 7,298	\$ 32,855	43.6%	\$ 166,743	\$ 88,613	53.1%
Juvenile Case Management	68,850	68,850	17,213	51,638	75.0%	66,090	48,563	73.5%
Court Security	43,350	43,350	10,838	32,513	75.0%	28,050	24,863	88.6%
Court Technology	9,000	9,000	-	-		9,000	-	
Radio System	30,000	30,000	-	45,028	150.1%	25,000	9,581	38.3%
<b>TOTAL Expenditures</b>	<b>\$ 226,547</b>	<b>\$ 226,547</b>	<b>\$ 35,348</b>	<b>\$ 162,033</b>	<b>71.5%</b>	<b>\$ 294,883</b>	<b>\$ 171,619</b>	<b>58.2%</b>

**CITY OF ALLEN**  
**Grant Fund**  
**FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget**  
**With Comparative Information from Prior Fiscal Year**

<b>REVENUE</b>	Original FY2021 Budget	Revised FY2021 Budget	3rd Quarter FY2021 Actual	YTD Actual as of 6/30/21	Percent of Original Budget	Original FY2020 Budget	3rd Quarter FY2020 YTD Actual	Percent of Original Budget
<i>Org - Object</i>								
<i>Grant Revenue</i>								
Grant Administration*	\$ -	\$ -	\$ -	\$ -		\$ 1,258,839	\$ -	
CDBG	809,744	809,744	941,596	1,281,419	158.2%	691,460	407,314	58.9%
Police	24,132	24,132	-	84,323	349.4%	9,121	9,467	103.8%
Library	2,350	2,350	16,528	29,389	1250.6%	5,193	5,193	100.0%
Fire	853	853	-	1,587	186.1%	853	796	93.3%
Planning	-	-	-	534,971		4,468,747	1,712,373	38.3%
Community Services	-	-	-	-		43,000	20,259	47.1%
<b>Subtotal</b>	<b>\$ 837,079</b>	<b>\$ 837,079</b>	<b>\$ 958,124</b>	<b>\$ 1,931,688</b>	<b>230.8%</b>	<b>\$ 6,477,213</b>	<b>\$ 2,155,402</b>	<b>33.3%</b>
<i>Non-Operating Revenues</i>								
Interest	\$ 4,812	\$ 4,812	\$ -	\$ -		\$ 5,041	\$ 3,926	77.9%
Operating Transfer In	3,077	3,077	-	3,077	100.0%	-	-	
<b>Subtotal</b>	<b>\$ 7,889</b>	<b>\$ 7,889</b>	<b>\$ -</b>	<b>\$ 3,077</b>	<b>39.0%</b>	<b>\$ 5,041</b>	<b>3,926</b>	<b>77.9%</b>
<b>TOTAL Revenues</b>	<b>\$ 844,968</b>	<b>\$ 844,968</b>	<b>\$ 958,124</b>	<b>\$ 1,934,765</b>	<b>229.0%</b>	<b>\$ 6,482,254</b>	<b>2,159,328</b>	<b>33.3%</b>

<b>EXPENDITURES</b>	Original FY2021 Budget	Revised FY2021 Budget	3rd Quarter FY2021 Actual	YTD Actual as of 6/30/21	Percent of Original Budget	Original FY2020 Budget	3rd Quarter FY2020 YTD Actual	Percent of Original Budget
<i>Org - Object</i>								
<i>Fire Department</i>								
Operating Costs	\$ 853	\$ 853	\$ -	\$ -		\$ 853	\$ -	
<i>Police Department</i>								
Operating Costs	\$ 9,121	\$ 9,121	\$ -	\$ -		\$ 16,621	\$ 13,954	84.0%
Capital	-	-	-	75,644		-	-	
<i>Library</i>								
Supplies	\$ -	\$ -	\$ 22,158	\$ 22,158		\$ 661	\$ -	
Professional Services	2,350	2,350	4,370	4,670	198.7%	4,532	1,350	29.8%
Capital	-	-	(10,000)	-		-	-	
<i>Planning</i>								
Professional Services	\$ -	\$ -	\$ 180,641	\$ 180,641		\$ -	\$ -	
<i>CDBG Grants</i>								
Operating Costs	\$ 10,000	\$ 10,000	\$ 26,370	\$ 27,617	276.2%	\$ 65,697	\$ 29,065	44.2%
Professional Services	696,987	696,987	874,922	1,888,122	270.9%	4,995,719	2,098,142	42.0%
Capital	102,757	102,757	-	-		102,757	-	
<i>Grant Administration</i>								
Professional Services	\$ -	\$ -	\$ -	\$ -		\$ 1,258,839	\$ -	
<i>Community Services</i>								
Operating Costs	\$ -	\$ -	\$ -	\$ -		\$ 23,670	\$ 929	3.9%
Capital	\$ -	\$ -	\$ -	\$ -		\$ 19,331	\$ 19,331	100.0%
<b>TOTAL Expenditures</b>	<b>\$ 822,068</b>	<b>\$ 822,068</b>	<b>\$ 1,098,462</b>	<b>\$ 2,198,853</b>	<b>267.5%</b>	<b>\$ 6,488,680</b>	<b>\$ 2,162,769</b>	<b>33.3%</b>

**CITY OF ALLEN**  
**Replacement Fund**  
**FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget**  
**With Comparative Information from Prior Fiscal Year**

<b>REVENUE</b>	Original FY2021 Budget	Revised FY2021 Budget	3rd Quarter FY2021 Actual	YTD Actual as of 6/30/21	Percent of Original Budget	Original FY2020 Budget	3rd Quarter FY2020 YTD Actual	Percent of Original Budget
<i>Charges for Services</i>								
General Fund	\$ 3,054,250	\$ 3,054,250	\$ 763,563	\$ 2,290,688	75.0%	\$ 2,164,175	\$ 826,107	38.2%
Risk Fund	13,287	13,287	3,322	9,965	75.0%	13,287	9,965	75.0%
Water & Sewer Fund	461,720	461,720	115,430	346,290	75.0%	467,439	352,009	75.3%
Solid Waste Fund	25,496	25,496	6,374	19,122	75.0%	25,496	19,122	75.0%
Drainage Fund	148,815	148,815	37,204	111,611	75.0%	148,815	111,611	75.0%
Hotel Fund	7,800	7,800	1,950	5,850	75.0%	7,800	5,850	75.0%
<b>Subtotal</b>	<b>\$ 3,711,368</b>	<b>\$ 3,711,368</b>	<b>\$ 927,842</b>	<b>\$ 2,783,526</b>	<b>75.0%</b>	<b>\$ 2,827,012</b>	<b>\$ 1,324,665</b>	<b>46.9%</b>
<i>Non-Operating Revenues</i>								
Interest	\$ 220,186	\$ 220,186	\$ 101,736	\$ 209,563	95.2%	\$ 264,055	\$ 227,722	86.2%
Auction Revenue	176,500	176,500	38,481	124,877	70.8%	206,000	78,839	38.3%
Reimbursements	100,000	100,000	-	-		149,500	72,187	48.3%
Operating Transfer In	-	-	-	230,079		-	-	
<b>Subtotal</b>	<b>\$ 496,686</b>	<b>\$ 496,686</b>	<b>\$ 140,216</b>	<b>\$ 564,518</b>	<b>113.7%</b>	<b>\$ 619,555</b>	<b>\$ 378,748</b>	<b>61.1%</b>
<b>TOTAL Revenues</b>	<b>\$ 4,208,054</b>	<b>\$ 4,208,054</b>	<b>\$ 1,068,058</b>	<b>\$ 3,348,044</b>	<b>79.6%</b>	<b>\$ 3,446,567</b>	<b>\$ 1,703,412</b>	<b>49.4%</b>

<b>EXPENDITURES</b>	Original FY2021 Budget	Revised FY2021 Budget	3rd Quarter FY2021 Actual	YTD Actual as of 6/30/21	Percent of Original Budget	Original FY2020 Budget	3rd Quarter FY2020 YTD Actual	Percent of Original Budget
<i>By Department</i>								
IT Master Plan	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	
Information Technology	135,000	135,000	2,355	8,410	6.2%	120,000	10,226	8.5%
Fire	306,635	306,635	-	-		257,754	-	
Police	471,812	471,812	55,815	55,815	11.8%	942,271	646,426	68.6%
Parks & Recreation	-	-	-	13,117		140,123	57,316	40.9%
Community Development	-	-	-	1,403		29,800	-	
Community Enhancement	37,375	37,375	-	-		29,800	-	
Community Services	-	-	-	54,556		90,702	28,753	31.7%
Engineering	-	-	-	-		40,500	36,350	89.8%
Risk Fund	-	-	2,905	2,905		29,500	26,930	91.3%
Water & Sewer	550,726	550,726	557,231	563,739	102.4%	229,044	28,943	12.6%
Solid Waste	65,680	65,680	28,175	53,820	81.9%	33,200	27,874	84.0%
Drainage	-	-	-	-		-	-	
Operating Transfer Out	-	-	-	-		-	-	
<b>TOTAL Expenditures</b>	<b>\$ 1,567,228</b>	<b>\$ 1,567,228</b>	<b>\$ 646,481</b>	<b>\$ 753,765</b>	<b>48.1%</b>	<b>\$ 1,942,694</b>	<b>\$ 862,818</b>	<b>44.4%</b>

**CITY OF ALLEN**  
**Facility Maintenance Fund**  
**FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget**  
**With Comparative Information from Prior Fiscal Year**

<b>REVENUE</b>	Original FY2021 Budget	Revised FY2021 Budget	3rd Quarter FY2021 Actual	YTD Actual as of 6/30/21	Percent of Original Budget	Original FY2020 Budget	3rd Quarter FY2020 YTD Actual	Percent of Original Budget
Interest Earnings	\$ 28,797	\$ 28,797	\$ 9,078	\$ 19,797	68.7%	\$ 35,519	\$ 30,773	86.6%
Intergovernmental	-	-	-	331,846		500,000	-	
Reimbursements	-	-	77,065	77,065		-	1,800	
Operating Transfer In	300,000	300,000	75,000	225,000	75.0%	331,000	331,000	100.0%
<b>TOTAL Revenues</b>	<b>\$ 328,797</b>	<b>\$ 328,797</b>	<b>\$ 161,144</b>	<b>\$ 653,708</b>	<b>198.8%</b>	<b>\$ 866,519</b>	<b>\$ 363,573</b>	<b>42.0%</b>

<b>EXPENDITURES</b>	Original FY2021 Budget	Revised FY2021 Budget	3rd Quarter FY2021 Actual	YTD Actual as of 6/30/21	Percent of Original Budget	Original FY2020 Budget	3rd Quarter FY2020 YTD Actual	Percent of Original Budget
Maintenance	\$ 1,170,000	\$ 1,170,000	\$ 56,001	\$ 604,349	51.7%	\$ 912,000	\$ 278,036	30.5%
Machinery & Equipment	-	-	68,875	68,875		-	-	
Operating Transfer Out	-	-	-	-		-	-	
<b>TOTAL Expenditures</b>	<b>\$ 1,170,000</b>	<b>\$ 1,170,000</b>	<b>\$ 124,876</b>	<b>\$ 673,224</b>	<b>57.5%</b>	<b>\$ 912,000</b>	<b>\$ 278,036</b>	<b>30.5%</b>

**CITY OF ALLEN**  
**Risk Management Fund**  
**FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget**  
**With Comparative Information from Prior Fiscal Year**

<b>REVENUE</b>	Original FY2021 Budget	Revised FY2021 Budget	3rd Quarter FY2021 Actual	YTD Actual as of 6/30/21	Percent of Original Budget	Original FY2020 Budget	3rd Quarter FY2020 YTD Actual	Percent of Original Budget
<i>Operating Revenues:</i>								
Charges for:								
Medical & Dental	\$ 11,273,720	\$ 11,273,720	\$ 2,771,734	\$ 8,319,552	73.8%	\$ 11,453,911	\$ 8,407,030	73.4%
Workers Comp.	861,016	861,016	-	930,016	108.0%	850,000	737,176	86.7%
Property/Liability	1,083,224	1,083,224	1,083,224	1,083,224	100.0%	940,814	905,814	96.3%
<b>Subtotal</b>	<b>\$ 13,217,960</b>	<b>\$ 13,217,960</b>	<b>\$ 3,854,958</b>	<b>\$ 10,332,792</b>	<b>78.2%</b>	<b>\$ 13,244,725</b>	<b>\$ 10,050,020</b>	<b>75.9%</b>
<i>Non-Operating Revenues</i>								
Interest	\$ 137,280	\$ 137,280	\$ 62,019	\$ 123,296	89.8%	\$ 162,376	\$ 143,022	88.1%
Reimbursements	520,500	520,500	161,052	338,736	65.1%	916,543	170,479	18.6%
Operating Transfer In	615,835	615,835	153,959	461,876	75.0%	537,710	394,537	73.4%
<b>Subtotal</b>	<b>\$ 1,273,615</b>	<b>\$ 1,273,615</b>	<b>\$ 377,029</b>	<b>\$ 923,909</b>	<b>72.5%</b>	<b>\$ 1,616,629</b>	<b>\$ 708,038</b>	<b>43.8%</b>
<b>TOTAL Revenues</b>	<b>\$ 14,491,575</b>	<b>\$ 14,491,575</b>	<b>\$ 4,231,988</b>	<b>\$ 11,256,701</b>	<b>77.7%</b>	<b>\$ 14,861,354</b>	<b>\$ 10,758,058</b>	<b>72.4%</b>

<b>EXPENDITURES</b>	Original FY2021 Budget	Revised FY2021 Budget	3rd Quarter FY2021 Actual	YTD Actual as of 6/30/21	Percent of Original Budget	Original FY2020 Budget	3rd Quarter FY2020 YTD Actual	Percent of Original Budget
Administration	\$ 624,863	\$ 624,863	\$ 155,001	\$ 381,478	61.0%	\$ 546,682	\$ 338,897	62.0%
Health & Dental Insurance	10,845,507	10,845,507	1,849,315	7,164,124	66.1%	10,841,705	7,148,513	65.9%
Workers Comp Insurance	660,000	660,000	91,794	507,818	76.9%	650,000	477,227	73.4%
Post Employment Expenses	300,000	300,000	31,719	191,677	63.9%	300,000	107,600	35.9%
Property & Liability Insurance	1,282,300	1,282,300	31,848	869,025	67.8%	2,593,902	1,287,238	49.6%
<b>TOTAL Expenditures</b>	<b>\$ 13,712,670</b>	<b>\$ 13,712,670</b>	<b>\$ 2,159,676</b>	<b>\$ 9,114,123</b>	<b>66.5%</b>	<b>\$ 14,932,289</b>	<b>\$ 9,359,475</b>	<b>62.7%</b>

**CITY OF ALLEN**  
**Water & Sewer Fund**  
**FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget**  
**With Comparative Information from Prior Fiscal Year**

	Original FY2021 Budget	Revised FY2021 Budget	3rd Quarter FY2021 Actual	YTD Actual as of 6/30/21	Percent of Original Budget	Original FY2020 Budget	3rd Quarter FY2020 YTD Actual	Percent of Original Budget
<i>Operating Revenues</i>								
Water Sales*	\$ 29,672,173	\$ 29,672,173	\$ 5,643,773	\$ 15,377,356	51.8%	\$ 29,119,162	\$ 14,435,730	49.6%
Sewer Charges*	21,303,285	21,303,285	5,189,827	13,830,357	64.9%	20,500,147	12,217,319	59.6%
Connections	205,000	205,000	21,130	93,256	45.5%	205,000	144,364	70.4%
Service Charges	626,900	626,900	85,673	312,482	49.8%	581,900	441,523	75.9%
Miscellaneous	10,000	10,000	35,645	61,268	612.7%	19,700	39,399	200.0%
Reimbursements	350,998	350,998	32,413	124,244	35.4%	385,998	148,165	38.4%
<b>Subtotal</b>	<b>\$ 52,168,356</b>	<b>\$ 52,168,356</b>	<b>\$ 11,008,461</b>	<b>\$ 29,798,963</b>	<b>57.1%</b>	<b>\$ 50,811,907</b>	<b>\$ 27,426,499</b>	<b>54.0%</b>
<i>Non-Operating Revenues</i>								
Interest	\$ 100,425	\$ 100,425	\$ 35,667	\$ 101,742	101.3%	\$ 134,777	\$ 102,721	76.2%
Operating Transfer In	1,416,189	1,416,189	354,047	1,062,141	75.0%	972,845	729,633	75.0%
<b>Subtotal</b>	<b>\$ 1,516,614</b>	<b>\$ 1,516,614</b>	<b>\$ 389,714</b>	<b>\$ 1,163,883</b>	<b>76.7%</b>	<b>\$ 1,107,622</b>	<b>\$ 832,354</b>	<b>75.1%</b>
<b>TOTAL REVENUES</b>	<b>\$ 53,684,970</b>	<b>\$ 53,684,970</b>	<b>\$ 11,398,174</b>	<b>\$ 30,962,846</b>	<b>57.7%</b>	<b>\$ 51,919,529</b>	<b>\$ 28,258,854</b>	<b>54.4%</b>
<i>Operating Expenditures</i>								
<i>W&amp;S Debt Service</i>								
Debt Service	\$ 1,881,530	\$ 1,881,530	\$ 543,348	\$ 878,966	46.7%	\$ 1,608,311	\$ 542,410	33.7%
<i>W&amp;S Operations</i>								
Personnel	\$ 5,804,201	\$ 5,804,201	\$ 1,402,011	\$ 3,924,340	67.6%	\$ 5,366,143	\$ 3,717,569	69.3%
Operating Costs	1,794,778	1,794,778	443,208	1,132,735	63.1%	1,847,515	1,196,318	64.8%
NTMWD - Water/Pre-Treatment	31,313,908	31,313,908	7,518,480	23,563,804	75.3%	30,091,148	22,081,944	73.4%
Supplies	531,533	531,533	71,011	201,666	37.9%	504,947	155,352	30.8%
Maintenance	562,320	562,320	194,500	449,880	80.0%	545,601	385,427	70.6%
Professional Services	217,032	217,032	39,116	111,479	51.4%	352,032	118,906	33.8%
<i>Utility Billing/Collections</i>								
Personnel	\$ 525,173	\$ 525,173	\$ 135,928	\$ 380,405	72.4%	\$ 543,575	\$ 401,634	73.9%
Operating Costs	91,713	91,713	29,649	54,900	59.9%	144,713	39,439	27.3%
Supplies	4,345	4,345	891	4,431	102.0%	4,345	3,157	72.7%
Professional Services	731,835	731,835	119,372	306,091	41.8%	733,135	452,783	61.8%
<b>Subtotal</b>	<b>\$ 43,458,368</b>	<b>\$ 43,458,368</b>	<b>\$ 10,497,515</b>	<b>\$ 31,008,698</b>	<b>71.4%</b>	<b>\$ 41,741,465</b>	<b>\$ 29,094,939</b>	<b>69.7%</b>
<i>Non-Operating Expenditures</i>								
Other Financing Uses	\$ 9,645,044	\$ 9,645,044	\$ 2,347,838	\$ 7,297,207	75.7%	\$ 7,102,442	\$ 5,326,000	75.0%
Capital	388,716	388,716	-	23,570	6.1%	143,159	135,008	94.3%
<b>Subtotal</b>	<b>\$ 10,033,760</b>	<b>\$ 10,033,760</b>	<b>\$ 2,347,838</b>	<b>\$ 7,320,777</b>	<b>73.0%</b>	<b>\$ 7,245,601</b>	<b>\$ 5,461,008</b>	<b>75.4%</b>
<b>TOTAL EXPENSES</b>	<b>\$ 53,492,128</b>	<b>\$ 53,492,128</b>	<b>\$ 12,845,353</b>	<b>\$ 38,329,475</b>	<b>71.7%</b>	<b>\$ 48,987,066</b>	<b>\$ 34,555,947</b>	<b>70.5%</b>

\*Revenue represents 8 months of collections.

**CITY OF ALLEN**  
**Solid Waste Fund**  
**FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget**  
**With Comparative Information from Prior Fiscal Year**

	Original FY2021 Budget	Revised FY2021 Budget	3rd Quarter FY2021 Actual	YTD Actual as of 6/30/21	Percent of Revised Budget	Revised FY2020 Budget	3rd Quarter FY2020 YTD Actual	Percent of Revised Budget
<i>Operating Revenues</i>								
Garbage Fees	\$ 5,462,461	\$ 5,462,461	\$ 1,383,441	\$ 3,743,355	68.5%	\$ 5,390,915	\$ 3,539,829	65.7%
Commercial Garbage*	1,333,200	1,333,200	347,952	749,195	56.2%	1,233,200	763,532	61.9%
Household Haz Waste	199,446	199,446	50,071	135,664	68.0%	196,620	129,078	65.6%
Recycling Revenues	80,836	80,836	7,066	32,893	40.7%	78,870	54,679	69.3%
Composting Revenue*	85,000	85,000	41,529	69,932	82.3%	85,000	57,028	67.1%
Miscellaneous	36,500	36,500	36,845	36,845	100.9%	36,500	40,145	110.0%
<b>Subtotal</b>	<b>\$ 7,197,443</b>	<b>\$ 7,197,443</b>	<b>\$ 1,866,904</b>	<b>\$ 4,767,883</b>	<b>66.2%</b>	<b>\$ 7,021,105</b>	<b>\$ 4,584,291</b>	<b>65.3%</b>
<i>Non-Operating Revenues</i>								
Interest	\$ 48,360	\$ 48,360	\$ 16,805	\$ 37,680	77.9%	\$ 58,438	\$ 49,131	84.1%
Intergovernmental	-	-	-	-	-	2,174	-	-
<b>Subtotal</b>	<b>\$ 48,360</b>	<b>\$ 48,360</b>	<b>\$ 16,805</b>	<b>\$ 37,680</b>	<b>77.9%</b>	<b>\$ 60,612</b>	<b>\$ 49,131</b>	<b>81.1%</b>
<b>TOTAL REVENUES</b>	<b>\$ 7,245,803</b>	<b>\$ 7,245,803</b>	<b>\$ 1,883,709</b>	<b>\$ 4,805,563</b>	<b>66.3%</b>	<b>\$ 7,081,717</b>	<b>\$ 4,633,421</b>	<b>65.4%</b>
<i>Operating Expenditures</i>								
Personnel	\$ 758,724	\$ 758,724	\$ 196,246	\$ 549,189	72.4%	\$ 769,223	\$ 552,074	71.8%
Operating Costs	114,352	114,352	28,260	78,318	68.5%	111,117	72,674	65.4%
<i>Solid Waste Services</i>	2,712,231	2,712,231	655,449	2,184,835	80.6%	2,712,231	2,260,447	83.3%
Supplies	43,866	43,866	4,035	9,017	20.6%	46,040	14,898	32.4%
Maintenance	6,800	6,800	52	1,159	17.0%	6,800	3,508	51.6%
Professional Services	3,525,574	3,525,574	1,066,819	2,246,600	63.7%	3,515,391	2,054,294	58.4%
<b>Subtotal</b>	<b>\$ 7,161,547</b>	<b>\$ 7,161,547</b>	<b>\$ 1,950,862</b>	<b>\$ 5,069,118</b>	<b>70.8%</b>	<b>\$ 7,160,802</b>	<b>\$ 4,957,896</b>	<b>69.2%</b>
<i>Non-Operating Expenditures</i>								
Other Financing Uses**	\$ 588,411	\$ 588,411	\$ 171,139	\$ 617,272	104.9%	\$ 575,922	\$ 506,853	88.0%
Capital	-	-	-	-	-	-	-	-
<b>Subtotal</b>	<b>\$ 588,411</b>	<b>\$ 588,411</b>	<b>\$ 171,139</b>	<b>\$ 617,272</b>	<b>104.9%</b>	<b>\$ 575,922</b>	<b>\$ 506,853</b>	<b>88.0%</b>
<b>TOTAL EXPENSES</b>	<b>\$ 7,749,958</b>	<b>\$ 7,749,958</b>	<b>\$ 2,122,001</b>	<b>\$ 5,686,390</b>	<b>73.4%</b>	<b>\$ 7,736,724</b>	<b>\$ 5,464,749</b>	<b>70.6%</b>

\*Commercial Garbage and Composting Revenues represent only 8 months of revenue collected.

\*\*Other Financing Uses includes \$217,272 in Operational Transfers and \$400,000 in Capital Projects Transfers for the FY2018 Streets and Alleys Repair Project.

**CITY OF ALLEN**  
**Drainage Fund**  
**FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget**  
**With Comparative Information from Prior Fiscal Year**

	Original FY2021 Budget	Revised FY2021 Budget	3rd Quarter FY2021 Actual	YTD Actual as of 6/30/21	Percent of Original Budget	Original FY2020 Budget	3rd Quarter FY2020 YTD Actual	Percent of Original Budget
<i>Operating Revenues</i>								
Drainage Fees	\$ 1,792,200	\$ 1,792,200	\$ 449,354	\$ 1,210,754	67.6%	\$ 1,740,000	\$ 1,151,637	66.2%
Inspection Fees	70,000	70,000	-	30,624	43.7%	75,000	46,305	61.7%
<b>Subtotal</b>	<b>\$ 1,862,200</b>	<b>\$ 1,862,200</b>	<b>\$ 449,354</b>	<b>\$ 1,241,378</b>	<b>66.7%</b>	<b>\$ 1,815,000</b>	<b>\$ 1,197,942</b>	<b>66.0%</b>
<i>Non-Operating Revenues</i>								
Interest	\$ 21,134	\$ 21,134	\$ 4,823	\$ 10,478	49.6%	\$ 27,705	\$ 24,049	86.8%
Contributions	-	-	-	-		350,000	350,000	100.0%
Auction Revenue	-	-	-	2,174		-	-	
Reimbursements	5,000	5,000	600	810	16.2%	5,000	2,806	56.1%
<b>Subtotal</b>	<b>\$ 26,134</b>	<b>\$ 26,134</b>	<b>\$ 5,423</b>	<b>\$ 13,462</b>	<b>51.5%</b>	<b>\$ 382,705</b>	<b>\$ 376,854</b>	<b>98.5%</b>
<b>TOTAL REVENUES</b>	<b>\$ 1,888,334</b>	<b>\$ 1,888,334</b>	<b>\$ 454,776</b>	<b>\$ 1,254,840</b>	<b>66.5%</b>	<b>\$ 2,197,705</b>	<b>\$ 1,574,797</b>	<b>71.7%</b>
<i>Operating Expenditures</i>								
Personnel	\$ 790,954	\$ 790,954	\$ 181,162	\$ 511,615	64.7%	\$ 707,651	\$ 522,040	73.8%
Operating Costs	239,781	239,781	70,114	177,613	74.1%	234,919	168,559	71.8%
Supplies	46,100	46,100	30,127	61,194	132.7%	46,100	37,489	81.3%
Maintenance	198,430	198,430	97,970	184,635	93.0%	168,430	85,815	51.0%
Professional Services	377,513	377,513	56,669	112,508	29.8%	377,513	146,263	38.7%
<b>Subtotal</b>	<b>\$ 1,652,778</b>	<b>\$ 1,652,778</b>	<b>\$ 436,042</b>	<b>\$ 1,047,566</b>	<b>63.4%</b>	<b>\$ 1,534,613</b>	<b>\$ 960,167</b>	<b>62.6%</b>
<i>Non-Operating Expenditures</i>								
Other Financing Uses	\$ 416,542	\$ 416,542	\$ 101,946	\$ 314,596	75.5%	\$ 397,221	\$ 297,811	75.0%
Capital	-	-	-	-		789,000	730,175	92.5%
<b>Subtotal</b>	<b>\$ 416,542</b>	<b>\$ 416,542</b>	<b>\$ 101,946</b>	<b>\$ 314,596</b>	<b>75.5%</b>	<b>\$ 1,186,221</b>	<b>\$ 1,027,986</b>	<b>86.7%</b>
<b>TOTAL EXPENSES</b>	<b>\$ 2,069,320</b>	<b>\$ 2,069,320</b>	<b>\$ 537,988</b>	<b>\$ 1,362,161</b>	<b>65.8%</b>	<b>\$ 2,720,834</b>	<b>\$ 1,988,152</b>	<b>73.1%</b>

**CITY OF ALLEN**  
**Golf Course Fund**  
**FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget**  
**With Comparative Information from Prior Fiscal Year**

	Original FY2021 Budget	Revised FY2021 Budget	3rd Quarter FY2021 Actual	YTD Actual as of 6/30/21	Percent of Original Budget	Original FY2020 Budget	3rd Quarter FY2020 YTD Actual	Percent of Original Budget
<i>Operating Revenues</i>								
Green Fees	\$ 2,058,550	\$ 2,058,550	\$ 709,827	\$ 1,756,029	85.3%	\$ 1,719,247	\$ 1,216,365	70.7%
Driving Range	400,900	400,900	195,575	495,968	123.7%	367,802	286,846	78.0%
Lesson Fees	382,000	382,000	103,613	293,709	76.9%	299,910	188,967	63.0%
Concession Sales	241,680	241,680	71,358	146,829	60.8%	179,821	124,395	69.2%
Alcohol Sales	185,500	185,500	67,690	149,900	80.8%	138,600	101,928	73.5%
Retail Pro Shop	140,450	140,450	49,142	109,794	78.2%	104,940	81,778	77.9%
Facility Rental	14,000	14,000	4,350	8,035	57.4%	12,400	5,450	44.0%
<b>Subtotal</b>	<b>\$ 3,423,080</b>	<b>\$ 3,423,080</b>	<b>\$ 1,201,556</b>	<b>\$ 2,960,263</b>	<b>86.5%</b>	<b>\$ 2,822,720</b>	<b>\$ 2,005,727</b>	<b>71.1%</b>
<i>Non-Operating Revenues</i>								
Other Reimbursements	\$ 25,475	\$ 25,475	\$ 274	\$ 32,364	127.0%	\$ 28,365	\$ 29,532	104.1%
Operating Transfer In	227,314	227,314	56,829	170,486	75.0%	411,152	323,114	78.6%
<b>Subtotal</b>	<b>\$ 252,789</b>	<b>\$ 252,789</b>	<b>\$ 57,103</b>	<b>\$ 202,849</b>	<b>80.2%</b>	<b>\$ 439,517</b>	<b>\$ 352,646</b>	<b>80.2%</b>
<b>TOTAL REVENUES</b>	<b>\$ 3,675,869</b>	<b>\$ 3,675,869</b>	<b>\$ 1,258,659</b>	<b>\$ 3,163,113</b>	<b>86.1%</b>	<b>\$ 3,262,237</b>	<b>\$ 2,358,374</b>	<b>72.3%</b>
<i>Operating Expenses</i>								
Personnel	\$ 1,900,994	\$ 1,900,994	\$ 478,091	\$ 1,244,507	65.5%	\$ 1,718,489	\$ 1,213,744	70.6%
Operating Costs	520,949	520,949	124,362	296,562	56.9%	487,240	262,805	53.9%
Supplies	191,916	191,916	71,830	124,599	64.9%	196,676	126,083	64.1%
Maintenance	96,391	96,391	84,115	176,021	182.6%	101,301	71,169	70.3%
Professional Service	867,734	867,734	218,888	580,936	66.9%	761,710	508,644	66.8%
<b>Subtotal</b>	<b>\$ 3,577,984</b>	<b>\$ 3,577,984</b>	<b>\$ 977,286</b>	<b>\$ 2,422,625</b>	<b>67.7%</b>	<b>\$ 3,265,416</b>	<b>\$ 2,182,446</b>	<b>66.8%</b>
<i>Non-Operating Expenses</i>								
Depreciation	\$ 167,823	\$ 167,823	\$ -	\$ -		\$ 167,823	\$ -	
<b>Subtotal</b>	<b>\$ 167,823</b>	<b>\$ 167,823</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ 167,823</b>	<b>\$ -</b>	
<b>TOTAL EXPENSES</b>	<b>\$ 3,745,807</b>	<b>\$ 3,745,807</b>	<b>\$ 977,286</b>	<b>\$ 2,422,625</b>	<b>64.7%</b>	<b>\$ 3,433,239</b>	<b>\$ 2,182,446</b>	<b>63.6%</b>

**CITY OF ALLEN**  
**Economic Development Corporation**  
**FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget**  
**With Comparative Information from Prior Fiscal Year**

<b>REVENUE</b>	Original FY2021 Budget	Revised FY2021 Budget	3rd Quarter FY2021 Actual	YTD Actual as of 6/30/21	Percent of Original Budget	Original FY2020 Budget	3rd Quarter FY2020 YTD Actual	Percent of Original Budget
Revenue Source								
Sales Tax*	\$ 9,936,496	\$ 9,936,496	\$ 3,072,995	\$ 7,060,411	71.1%	\$ 9,930,258	\$ 6,076,926	61.2%
Interest on Investments	135,791	135,791	54,571	130,216	95.9%	92,698	119,814	129.3%
Reimbursements	5,000	5,000	1,908	1,908	38.2%	3,113,194	3,663	0.1%
Miscellaneous	-	-	2,375	2,375		-	-	
Sale of Land	-	-	-	-		1,417,738	1,417,738	100.0%
Bond Proceeds	-	-	2,295,000	2,295,000		1,800,000	-	
<b>TOTAL Revenues</b>	<b>\$ 10,077,287</b>	<b>\$ 10,077,287</b>	<b>\$ 5,426,849</b>	<b>\$ 9,489,910</b>	<b>94.2%</b>	<b>\$ 16,353,888</b>	<b>\$ 7,618,141</b>	<b>46.6%</b>

<b>EXPENDITURES</b>	Original FY2021 Budget	Revised FY2021 Budget	3rd Quarter FY2021 Actual	YTD Actual as of 6/30/21	Percent of Original Budget	Original FY2020 Budget	3rd Quarter FY2020 YTD Actual	Percent of Original Budget
<b>Org - Character</b>								
<u>Operating Expenditures</u>								
Personnel	\$ 961,240	\$ 961,240	\$ 215,410	\$ 634,264	66.0%	\$ 938,526	\$ 658,839	70.2%
Operating Costs	711,403	711,403	107,179	236,139	33.2%	\$ 279,507	233,244	83.4%
Marketing/BRE	233,000	233,000	33,798	127,188	54.6%	246,000	202,853	82.5%
Supplies	8,200	8,200	217	5,005	61.0%	5,900	2,450	41.5%
Professional Services	238,264	238,264	47,917	178,649	75.0%	711,247	528,221	74.3%
Capital	-	-	679,018	684,018		-	-	
Debt Service^	2,320,517	2,320,517	769,740	985,065	42.5%	3,771,998	916,500	24.3%
<b>TOTAL OPERATING</b>	<b>\$ 4,472,624</b>	<b>\$ 4,472,624</b>	<b>\$ 1,853,279</b>	<b>\$ 2,850,328</b>	<b>63.7%</b>	<b>\$ 5,953,178</b>	<b>\$ 2,542,107</b>	<b>42.7%</b>
<u>Non-Operating Expenditures</u>								
Economic Grant Expense	\$ 9,347,638	\$ 9,347,638	\$ 1,378,491	\$ 5,341,331	57.1%	12,427,398	\$ 6,566,452	52.8%
Revenue Supported Econ Inc.	434,646	434,646	127,053	127,053	29.2%	-	-	
<b>TOTAL NON-OPERATING</b>	<b>\$ 9,782,284</b>	<b>\$ 9,782,284</b>	<b>\$ 1,505,545</b>	<b>\$ 5,468,385</b>	<b>55.9%</b>	<b>12,427,398</b>	<b>\$ 6,566,452</b>	<b>52.8%</b>
<b>TOTAL Expenditures</b>	<b>\$ 14,254,908</b>	<b>\$ 14,254,908</b>	<b>\$ 3,358,824</b>	<b>\$ 8,318,713</b>	<b>58.4%</b>	<b>\$ 18,380,576</b>	<b>\$ 9,108,559</b>	<b>49.6%</b>

\*Actual Represents 7 Months of Sales Tax Collections

^Revenue and Expenditures correspond with the Advance Refunding and Defeasance of Revenue Bonds.

**CITY OF ALLEN**  
**Community Development Corporation**  
**FY2021 Quarterly Statement of Revenues & Expenditures Compared to Budget**  
**With Comparative Information from Prior Fiscal Year**

<b>REVENUE</b>	Original FY2021 Budget	Revised FY2021 Budget	3rd Quarter FY2021 Actual	YTD Actual as of 6/30/21	Percent of Original Budget	Original FY2020 Budget	3rd Quarter FY2020 YTD Actual	Percent of Original Budget
Revenue Source								
Sales Tax*	\$ 9,936,496	\$ 9,936,496	\$ 3,072,995	\$ 7,060,411	71.1%	\$ 9,930,258	\$ 6,076,926	61.2%
Interest on Investments	337,967	337,967	97,352	231,127	68.4%	274,938	285,150	103.7%
Auction Revenue	-	-	-	5,550			-	
<b>TOTAL Revenues</b>	<b>\$ 10,274,463</b>	<b>\$ 10,274,463</b>	<b>\$ 3,170,347</b>	<b>\$ 7,297,089</b>	<b>71.0%</b>	<b>\$ 10,205,196</b>	<b>\$ 6,362,077</b>	<b>62.3%</b>

<b>EXPENDITURES</b>	Original FY2021 Budget	Revised FY2021 Budget	3rd Quarter FY2021 Actual	YTD Actual as of 6/30/21	Percent of Original Budget	Original FY2020 Budget	3rd Quarter FY2020 YTD Actual	Percent of Original Budget
<i>Org - Character</i>								
<i>CDC Administration</i>								
Operating Costs	\$ 662,963	\$ 662,963	\$ 161,002	\$ 316,424	47.7%	\$ 3,010,317	\$ 2,728,199	90.6%
Maintenance	199,809	199,809	115,515	266,710	133.5%	754,616	486,164	64.4%
Professional Services	755,463	755,463	178,485	517,616	68.5%	830,423	525,875	63.3%
Capital	-	-	-	-		358,173	-	
<i>CDC - Capital Improvement Fund</i>								
Construction in Progress	\$ 11,950,000	\$ 11,950,000	\$ 558,527	\$ 896,917	7.5%	\$ 6,622,844	\$ 1,047,098	15.8%
<i>CDC - Debt Service</i>								
Debt Service	\$ 2,419,266	\$ 2,419,266	\$ 3,500	\$ 316,933	13.1%	\$ 2,416,890	\$ 330,745	13.7%
<b>TOTAL Expenditures</b>	<b>\$ 15,987,501</b>	<b>\$ 15,987,501</b>	<b>\$ 1,017,030</b>	<b>\$ 2,314,599</b>	<b>14.5%</b>	<b>\$ 13,993,263</b>	<b>\$ 5,118,081</b>	<b>36.6%</b>

\*Actual Represents 7 Months of Sales Tax Collections

# MEMO

To: Honorable Mayor Kenneth Fulk

Allen City Council

Eric Ellwanger, City Manager

Department Heads

From: Peter Phillis, Chief Financial Officer

Chris Landrum, Assistant Chief Financial Officer

Ryan Patterson, Strategic Services Auditor

Date: July 27, 2021

Re: Fiscal Year 2021 – Third Quarter Financial Report

---

Attached is the report of revenues and expenditures for the third quarter of Fiscal Year 2021. This activity transacted during the period from April 1, 2021, to June 30, 2021.

## GENERAL FUND

- Sales tax revenue represents seven months of collections.
- Multi-Family, Tree Permits and Commercial Permits revenues are usually high-dollar, low-volume permits and are not cyclical. These revenues are currently trending higher than expected.
- Charges for Services continues to be impacted due to cancellations of sporting events and live shows.
- The majority of Franchise Fees are received quarterly. Payments are received within 60 days of quarter-end; thus, this category is currently trending as anticipated.
- Intergovernmental revenue is higher due to Cares Act.

## DEBT SERVICE FUND

- Principal payments are made in the fourth quarter of each fiscal year. Interest payments are made biannually during the second and fourth quarters of each fiscal year.

## HOTEL OCCUPANCY FUND

- Hotel occupancy tax has been drastically impacted because of the Coronavirus. Occupancy for the period averaged 57.8%. Occupancy for the same period in the previous year averaged 22.8%. The market is recovering well despite a slow return to travel.



- A large portion of the Hotel Occupancy Tax Grants are for performance guarantees to secure events at the event center. The dollars were not requested because of fewer events taking place.

#### **ASSET FORFEITURE FUND**

- Revenues are recognized through awards that stem from Federal and state forfeitures.

#### **TAX INCREMENT FINANCING (TIF) FUND**

- Revenues in TIF#2 must meet the increment prior to collecting Property and Sales Taxes. Collections are anticipated to be made in the third and fourth quarters of fiscal year 2021.
- Economic Grant Expenses are typically paid in the third quarter each fiscal year.

#### **SPECIAL REVENUE FUND**

- Public, Educational and Governmental (PEG) Fees are collected on a quarterly basis, and the second payment was collected during the third quarter of FY2021, as expected.
- Court-related revenues are down due to a decrease in the number of citations issued.

#### **GRANT FUND**

- The Police Department was awarded a grant for a 3D scanner.
- The Library was awarded a grant for technology related enhancements.
- CDBG emergency rental assistance was recognized in the third quarter.
- Planning CARES Act revenue was recognized in the first and second quarter.

#### **REPLACEMENT FUND**

- Contributions are made quarterly to cover required amounts needed for asset replacements.
- Expenses for vehicle purchases are typically recognized later in the fiscal year due to the lead time required to fulfill orders. Larger vehicles like fire engines are purchased in installment payments made over several fiscal years due to the build time for these vehicles.

#### **FACILITY MAINTENANCE FUND**

- Contributions have been reduced because of revenue shortages related to the Coronavirus.
- Maintenance projects not completed will be completed in the next fiscal year.

#### **RISK MANAGEMENT FUND**

- Property and Liability revenue was collected in the third quarter of FY2021, as expected.
- Expenses related to Property & Liability Insurance and Worker's Comp premiums are paid at the beginning of each fiscal year, and the policies cover the duration of each fiscal year.
- Expenses related to Workers Compensation are dependent upon the number of claims that are paid by the Risk Fund and fluctuate from year to year.

## **WATER & SEWER FUND**

- Revenues from Water sales and Sewer Charges performed slightly below expectations. The weather and rainfall have a significant impact on revenues.
- Transfers-In are recorded as capital projects commence, while transfers to cover operations are recorded throughout the Fiscal Year.

## **SOLID WASTE FUND**

- Commercial Garbage revenues are performing as expected.

## **DRAINAGE FUND**

- Revenues are performing as expected.

## **GOLF COURSE FUND**

- Revenues are performing better than expected.

## **ECONOMIC DEVELOPMENT CORPORATION**

- Sales tax represents seven months of collections.

## **COMMUNITY DEVELOPMENT CORPORATION**

- Sales tax represents seven months of collections.

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

**AGENDA DATE:** July 27, 2021

**SUBJECT:** Receive the Quarterly Investment Report for Period Ending June 30, 2021.

**STAFF RESOURCE:** Pete Phillis, Chief Financial Officer  
Chris Landrum, Assistant Chief Financial Officer

**ACTION PROPOSED:** Receive the Quarterly Investment Report for Period Ending June 30, 2021.

**BACKGROUND**

Under the Public Funds Investment Act (the Act) the investment officer of an entity must prepare and submit to the governing body a written report of investment transactions for all funds covered by this chapter for the preceding reporting period. The report must be submitted quarterly.

The attached report, for the period ended June 30, 2021, meets that requirement of the Act.

The Act requires that the following information be presented in the report: beginning market value, ending market value, beginning book value, ending book value, the accrued interest and the maturity date. The Act also requires that the report be prepared and signed by all authorized investment officers verifying that the information presented is accurate.

**STAFF RECOMMENDATION**

Staff recommends that the City Council receive the Quarterly Investment Report for Period Ending June 30, 2021.

**MOTION**

*I make a motion to receive the Quarterly Investment Report for Period Ending June 30, 2021.*

**ATTACHMENTS:**

Quarterly Investment Report

# QUARTERLY INVESTMENT REPORT



**April 1, 2021 to June 30, 2021**

# CITY OF ALLEN

## QUARTERLY INVESTMENT REPORT

April 1, 2021 to June 30, 2021

### Portfolio Summary

This quarterly report is in full compliance with the investment policy and strategy as established for the City of Allen, Texas and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

Quarter End	Book Value	Market Value	Unrealized Gain	Yield-To-Maturity @ Cost	6-Month Treasury Yield	Accrued Interest Receivable	Weighted Average Maturity
3/31/2021	\$274,421,007	\$274,650,886	\$229,879	1.07%	0.05%	\$782,507	644 Days
6/30/2021	\$309,888,460	\$310,278,304	\$389,844	0.95%	0.06%	\$862,984	590 Days
<b>\$35,627,418</b>			<b>Increase in Market Value</b>				



Pete Phillis, CFO

7/16/2021

Date



Tru Nguyen, Chief Accountant

7/16/2021

Date



Chris Landrum, Assistant CFO

7/16/2021

Date



Ryan Patterson, Strategic Services Auditor

7/16/2021

Date

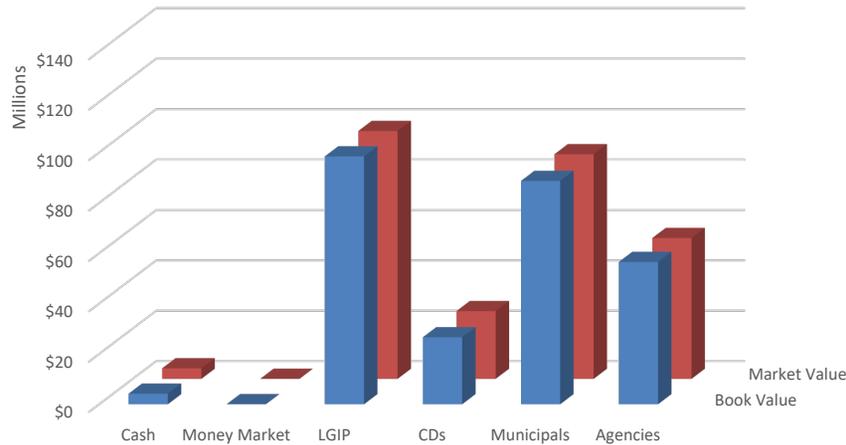
# CITY OF ALLEN QUARTERLY INVESTMENT REPORT

April 1, 2021 to June 30, 2021

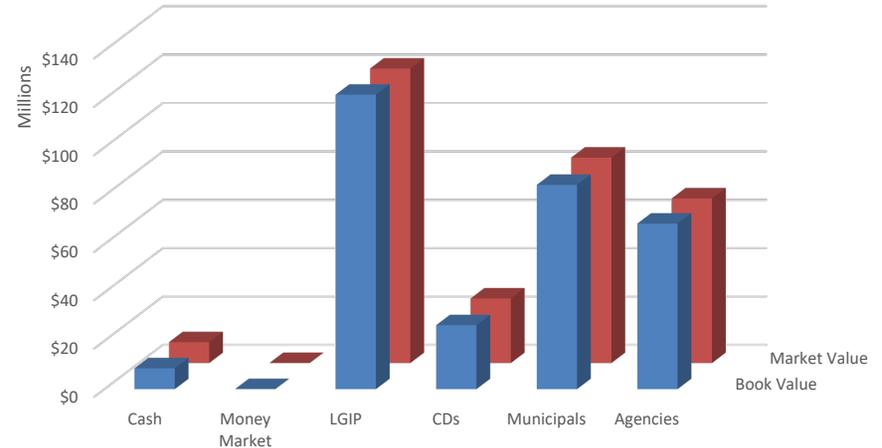
## Security Sector Allocation - Book & Market Values

Security Sector	% of Portfolio 3/31/2021	Book Value 3/31/2021	Market Value 3/31/2021	% of Portfolio 6/30/2021	Book Value 6/30/2021	Market Value 6/30/2021
Cash	1%	\$4,180,614	\$4,180,614	3%	\$8,630,033	\$8,630,033
Money Market Funds	0%	17,269	17,269	0%	21,462	21,462
Local Government Investment Pools	36%	98,398,689	98,398,689	39%	121,793,906	121,793,906
Certificates of Deposit	10%	26,610,048	26,910,712	9%	26,463,425	26,724,109
Municipal Securities	32%	88,683,762	89,191,667	27%	84,499,009	84,989,444
US Agency Securities	21%	56,530,625	55,951,935	22%	68,480,625	68,119,350
<b>Total</b>	<b>100%</b>	<b>\$274,421,007</b>	<b>\$274,650,886</b>	<b>100%</b>	<b>\$309,888,460</b>	<b>\$310,278,304</b>

**Total Portfolio Assets  
3/31/2021**



**Total Portfolio Assets  
6/30/2021**

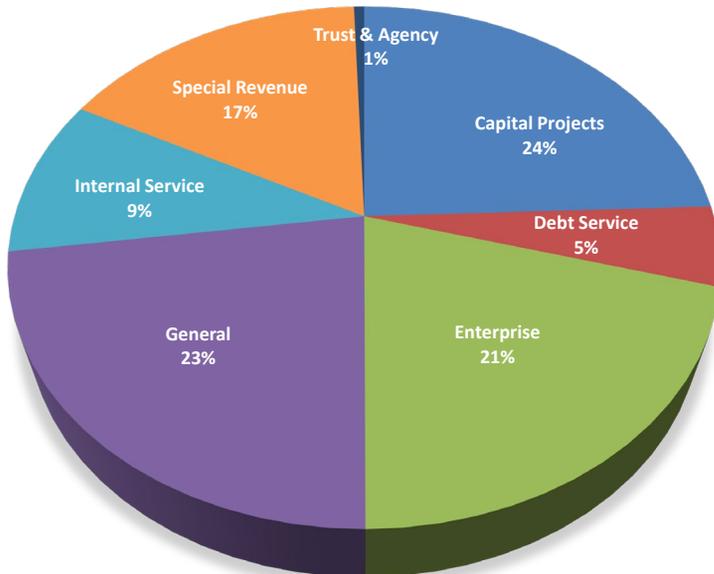


**CITY OF ALLEN**  
**QUARTERLY INVESTMENT REPORT**  
 April 1, 2021 to June 30, 2021

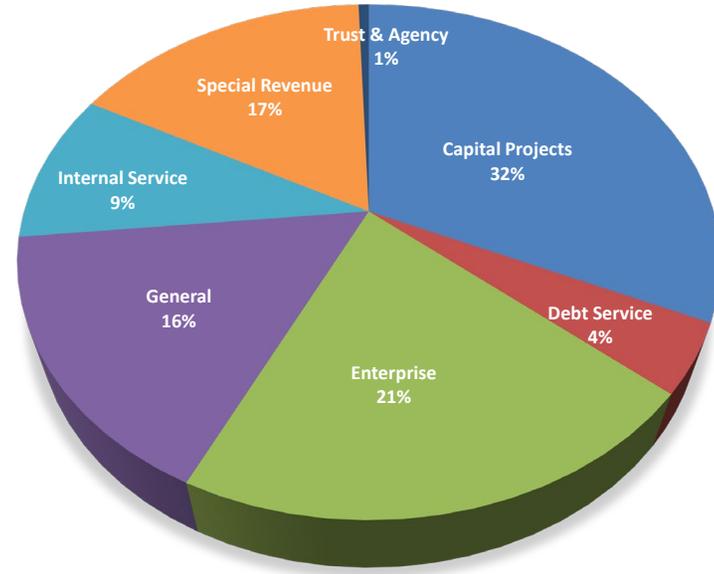
**Fund Group Allocation - Book Value**

Fund Group	Book Value	% of Portfolio	Book Value	% of Portfolio
	3/31/2021	3/31/2021	6/30/2021	6/30/2021
Capital Projects	\$66,905,778	24%	\$98,482,832	32%
Debt Service	13,537,231	5%	13,485,453	4%
Enterprise	56,639,044	21%	65,178,745	21%
General	62,740,092	23%	50,312,427	16%
Internal Service	27,119,285	9%	29,324,859	9%
Special Revenue	45,946,708	17%	51,349,242	17%
Trust & Agency	1,532,869	1%	1,754,902	1%
<b>Total</b>	<b>\$274,421,007</b>	<b>100%</b>	<b>\$309,888,460</b>	<b>100%</b>

**Total Portfolio by Fund**  
3/31/2021



**Total Portfolio by Fund**  
6/30/2021



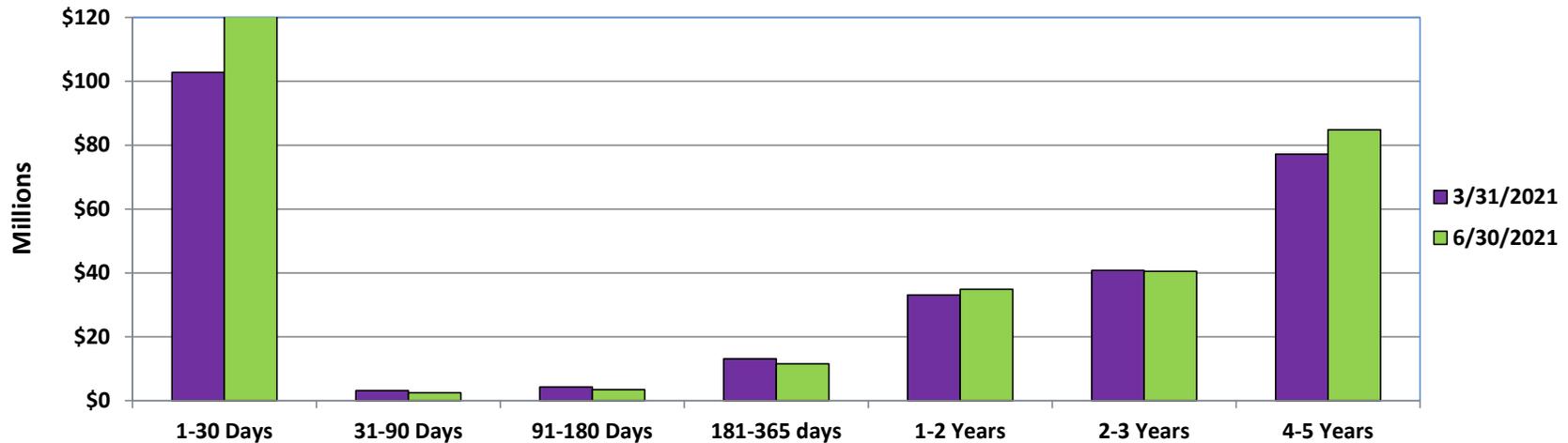
# CITY OF ALLEN QUARTERLY INVESTMENT REPORT

April 1, 2021 to June 30, 2021

## Distribution by Maturity Range - Book Value

Maturity Range	Book Value 3/31/2021	% of Portfolio 3/31/2021	Book Value 6/30/2021	% of Portfolio 6/30/2021
1-30 Days	\$102,831,573	37%	\$132,309,387	43%
31-90 Days	3,140,803	1%	2,423,128	1%
91-180 Days	4,270,668	2%	3,434,021	1%
181-365 days	13,086,281	5%	11,529,244	4%
1-2 Years	33,065,120	12%	34,901,156	11%
2-3 Years	40,816,795	15%	40,473,390	13%
4-5 Years	77,209,767	28%	84,818,134	27%
<b>Total</b>	<b>\$274,421,007</b>	<b>100%</b>	<b>\$309,888,460</b>	<b>100%</b>

## Portfolio Holdings



# CITY OF ALLEN

## QUARTERLY INVESTMENT REPORT

April 1, 2021 to June 30, 2021

Portfolio Holdings and Changes

Maturity Date	Settlement Date	Description	Yield	CUSIP	Value at 3/31/2021		Value at 6/30/2021	
					Book	Market	Book	Market
<b>Redeemed Securities</b>					\$	\$	\$	\$
04/01/21	09/26/19	Spartanburg S C Spl	2.096%	847219AB8	235,000.00	235,000.00	0.00	0.00
04/01/23	01/30/19	Anne Arundel Cnty Md	2.705%	03588E4K6	2,571,225.00	2,505,875.00	0.00	0.00
05/01/24	09/03/19	Wisconsin St	1.470%	97705LA64	522,310.00	501,430.00	0.00	0.00
06/01/21	11/20/20	Build NY Resources Corp	0.450%	12008EDT0	910,944.00	902,592.00	0.00	0.00
06/01/21	06/14/18	Cedar Rapids Iowa	2.850%	150528YM3	175,738.50	175,721.00	0.00	0.00
06/01/21	08/08/19	Delaware St Solid Wast	3.710%	246412ED8	2,054,120.00	2,005,980.00	0.00	0.00
12/22/23	06/22/20	FNMA	0.520%	3136G4XE8	2,000,000.00	2,001,140.00	0.00	0.00
06/26/23	06/26/20	BMO Harris Bank NA	0.600%	05600XAA8	245,000.00	245,308.70	0.00	0.00
<b>Federal Agencies</b>								
07/25/22	07/23/19	FNMA	2.259%	31381VKE4	1,030,625.00	1,023,750.00	1,030,625.00	1,016,920.00
08/24/22	08/24/17	FHLB	2.000%	3130ABWU6	1,500,000.00	1,538,355.00	1,500,000.00	1,531,380.00
11/13/23	08/13/20	FHLMC	0.350%	3134GWMH6	1,000,000.00	1,000,130.00	1,000,000.00	1,000,060.00
02/12/24	08/12/20	FHLB	0.375%	3134GWL08	1,000,000.00	998,990.00	1,000,000.00	998,200.00
05/24/24	08/24/20	FHLB	0.400%	3134GWNS1	1,000,000.00	992,790.00	1,000,000.00	992,420.00
11/26/24	08/26/20	FNMA	0.500%	3136G4Q22	1,000,000.00	992,010.00	1,000,000.00	991,540.00
02/26/25	09/02/20	FHLB	0.550%	3134GWSE7	1,000,000.00	990,740.00	1,000,000.00	995,680.00
08/27/25	09/02/20	FHLB	0.600%	3130AJZ36	1,000,000.00	985,070.00	1,000,000.00	991,350.00
11/25/25	11/16/20	FNMA	0.560%	3135GA2Z3	5,000,000.00	4,913,900.00	5,000,000.00	4,944,300.00
11/18/25	11/25/20	FNMA	0.600%	3135GA3Z2	5,000,000.00	4,921,050.00	5,000,000.00	4,951,500.00
08/16/23	11/17/20	FHLMC	0.250%	3134GXBE3	5,000,000.00	4,995,300.00	5,000,000.00	4,996,650.00
12/30/25	12/30/20	FHLMC	0.700%	3134GXHL1	5,000,000.00	4,932,000.00	5,000,000.00	4,970,600.00
01/22/26	01/22/21	FNMA	0.530%	3135GAC58	5,000,000.00	4,892,900.00	5,000,000.00	4,925,450.00
01/28/26	01/28/21	FHLB	0.625%	3130AKQZ2	3,000,000.00	2,954,550.00	3,000,000.00	2,972,610.00
02/12/23	02/12/21	FHLB	0.600%	3130AKXQ4	3,000,000.00	2,937,180.00	3,000,000.00	2,964,300.00
02/24/26	02/24/21	FHLB	0.650%	3130AL5X8	3,000,000.00	2,951,970.00	3,000,000.00	2,960,610.00
03/16/26	03/16/21	FHLB	0.750%	3130ALF33	3,000,000.00	2,965,740.00	3,000,000.00	2,983,680.00
03/23/26	03/23/21	FHLB	0.875%	3130ALGC2	2,000,000.00	1,987,260.00	2,000,000.00	1,998,960.00
03/23/26	03/23/21	FHLB	1.000%	3130ALGJ7	2,000,000.00	1,988,740.00	1,950,000.00	1,950,000.00
11/29/24	03/29/21	FHLB	0.600%	3130ALRM8	2,000,000.00	1,994,700.00	2,000,000.00	1,991,800.00
06/30/25	03/30/21	FHLB	0.750%	3130ALU93	3,000,000.00	2,993,670.00	3,000,000.00	3,000,480.00
04/15/26	04/15/21	FHLB	1.050%	3130ALU51			2,000,000.00	1,995,000.00
04/27/26	04/27/21	FHLB	1.150%	3130ALWC4			2,000,000.00	2,000,080.00
04/29/26	04/29/21	FHLB	1.200%	3130ALXE9			2,000,000.00	2,000,140.00
04/28/25	04/28/21	FHLB	0.750%	3130AM4D1			3,000,000.00	2,995,620.00
05/13/25	05/13/21	FHLB	0.750%	3130AM5M0			3,000,000.00	3,000,000.00

Maturity Date	Settlement Date	Description	Yield	CUSIP	Value at 3/31/2021		Value at 6/30/2021	
					Book	Market	Book	Market
05/27/26	05/27/21	FHLB	1.125%	3130AMDZ2			2,000,000.00	2,000,020.00
<b>Municipal Bonds</b>								
08/01/21	12/10/18	Virginia St Pub Bldg	3.100%	928172RZ0	266,393.40	259,498.20	266,393.40	256,211.25
08/15/21	11/15/18	Roanoke Tex Economic	3.300%	770047AP3	310,000.00	313,028.70	310,000.00	310,995.10
09/01/21	09/25/19	Alabama Incentives Fi	2.241%	01030LDD4	230,000.00	231,649.10	230,000.00	230,660.10
09/01/21	12/19/19	Bainbridge Ga Pub Facs	2.111%	056869BT6	129,759.50	130,917.80	129,759.50	130,367.90
09/01/21	09/10/20	Bloomfield Twp N J Br	0.581%	094226CZ8	50,000.00	50,025.00	50,000.00	50,009.00
09/01/21	09/01/20	Fullerton Calif Redev	0.591%	35981VAV2	100,000.00	100,017.00	100,000.00	100,004.00
10/01/21	07/18/19	Pleasant Ohio Loc Sch D	2.200%	728500FD6	475,000.00	477,693.25	475,000.00	476,349.00
10/01/21	08/25/20	Trussville Ala	0.301%	898242MZZ	455,000.00	455,218.40	455,000.00	455,100.10
10/01/21	08/25/20	Trussville Ala	0.301%	898242NR9	1,000,000.00	1,000,480.00	1,000,000.00	1,000,220.00
10/15/21	07/16/20	Jersey City N J Mun U	1.050%	476623CM3	100,000.00	100,300.00	100,000.00	100,160.00
12/01/21	12/20/18	Cook Cnty Ill Sch Dist	3.250%	215075KE1	1,159,020.80	1,144,035.20	1,159,020.80	1,135,153.60
01/01/22	11/26/19	Greenville Ohio City Sc	2.217%	396352HA7	300,765.15	312,029.55	300,765.15	313,916.40
02/15/22	01/25/19	Dallas Tex Indpt Sch D	2.750%	235308QM8	6,225,372.25	5,984,445.90	6,225,372.25	5,988,323.15
04/01/22	09/26/19	Spartanburg S C Spl Ob	2.140%	847219AC6	290,000.00	293,282.80	290,000.00	292,479.50
05/01/22	04/26/18	Wisconsin St Gen Fd A	3.000%	977100CY0	527,257.50	559,933.00	527,257.50	557,843.00
06/01/22	06/13/19	Portland Ore	2.282%	736679KX8	581,327.25	551,134.50	310,041.20	298,564.00
07/01/22	07/15/20	Metropolitan Wtr Dist	0.360%	592657CN8	1,350,000.00	1,351,971.00	1,350,000.00	1,351,633.50
07/15/22	03/21/19	Evansville-Vanderburgh	4.162%	299620ES9	1,034,950.00	1,003,390.00	1,034,950.00	1,003,780.00
08/15/22	11/15/18	Roanoke Tex Economic	3.400%	770047AQ1	315,000.00	326,844.00	315,000.00	324,752.40
09/01/22	09/25/19	Alabama Incentives Fi	2.303%	01030LDE2	245,000.00	250,919.20	245,000.00	249,904.90
09/01/22	12/19/19	Bainbridge Ga Pub Facs	2.230%	056869BU3	34,926.50	35,880.25	34,926.50	35,729.05
09/01/22	09/10/20	Bloomfield Twp N J Br	0.651%	094226DA2	405,000.00	405,943.65	405,000.00	405,781.65
09/01/22	09/18/19	Clayton Town Wis	2.000%	184423AW1	461,574.00	454,347.00	461,574.00	452,313.00
09/01/22	09/01/20	Fullerton Calif Redev	0.761%	35981VAW0	150,000.00	150,306.00	150,000.00	150,253.50
09/01/22	06/13/19	Miami Univ Ohio Gen R	2.547%	593791EK8	552,445.00	533,125.00	552,445.00	532,295.00
10/01/22	05/07/19	Allentown Pa	2.989%	018340SG5	540,000.00	560,314.80	540,000.00	557,004.60
10/01/22	07/18/19	Pleasant Ohio Loc Sch	2.250%	728500FE4	500,000.00	509,725.00	500,000.00	508,130.00
10/01/22	08/25/20	Trussville Ala	0.401%	898242NA6	515,000.00	516,066.05	515,000.00	515,870.35
10/01/22	08/25/20	Trussville Ala	0.401%	898242NS7	1,080,000.00	1,082,235.60	1,080,000.00	1,081,825.20
10/15/22	07/16/20	Jersey City N J Mun U	1.065%	476623CN1	440,000.00	443,740.00	440,000.00	443,119.60
11/01/22	05/29/19	Riverside Pub Fing Aut	2.600%	76926CAU8	641,604.00	652,360.90	641,604.00	649,649.45
12/01/22	11/05/19	Corpus Christi Tex Re	2.000%	220228BH2	892,073.70	909,446.50	892,073.70	906,473.90
12/01/22	08/20/19	King Cnty Wash	2.026%	49474E3W1	2,383,858.80	2,356,440.00	2,383,858.80	2,331,145.50
12/01/22	08/15/18	Los Angeles Cnty Calif	3.050%	54531FAV3	1,007,960.00	1,046,330.00	1,007,960.00	1,039,420.00
12/01/22	12/18/19	Mukwonago Wis	1.801%	625064QM5	973,622.50	957,234.70	973,622.50	957,483.00
12/01/22	03/12/20	Willoughby Eastlake Ohi	1.970%	971039RL8	94,808.00	98,951.00	94,808.00	99,185.00
01/01/23	11/26/19	Greenville Ohio City Sc	2.327%	396352HB5	749,334.25	786,959.95	749,334.25	795,146.80
02/01/23	08/01/18	Georgia St	3.021%	373384L38	204,000.00	211,706.00	204,000.00	210,474.00
03/01/23	09/02/20	Maplewood Richmond Heig	0.800%	565607PV4	185,000.00	185,954.60	185,000.00	185,749.25
04/01/23	03/15/19	Michigan St Hsg Dev A	2.869%	59465MV51	492,295.00	517,395.00	492,295.00	516,945.00
04/01/23	09/26/19	Spartanburg S C Spl Ob	2.190%	847219AD4	300,000.00	307,080.00	300,000.00	306,051.00
05/15/23	07/17/18	Los Angeles Calif Dep	3.011%	544445BC2	247,577.50	262,315.00	247,577.50	260,715.00

Maturity Date	Settlement Date	Description	Yield	CUSIP	Value at 3/31/2021		Value at 6/30/2021	
					Book	Market	Book	Market
06/01/23	06/01/18	Alameda Cnty Calif Jt	3.095%	010831DQ5	480,000.00	508,123.20	480,000.00	504,566.40
06/01/23	06/14/18	Cedar Rapids Iowa	3.050%	150528YP6	305,000.00	318,206.50	305,000.00	319,569.85
06/01/23	07/15/19	Commonwealth Fing Aut	2.280%	20281PGL0	910,965.90	927,285.30	910,965.90	925,798.50
06/01/23	06/07/18	Las Vegas Nev	3.200%	5176968J2	711,618.80	740,814.00	711,618.80	736,802.50
07/01/23	07/20/18	Hartford Conn	3.606%	416415HH3	141,282.40	148,922.20	141,282.40	149,326.80
07/01/23	07/15/20	Metropolitan Wtr Dist	0.540%	592657CP3	1,955,000.00	1,959,046.85	1,955,000.00	1,956,739.95
07/01/23	10/01/19	Utah St Mun Pwr Agy P	2.070%	91756TAL5	1,015,850.00	1,033,910.00	1,015,850.00	1,029,320.00
07/15/23	11/13/18	Evansville-Vanderburgh	3.000%	299620ET7	416,172.00	401,392.00	416,172.00	401,536.00
07/15/23	08/13/18	New York N Y City Tran	3.100%	64972HN81	1,000,430.00	1,059,410.00	1,000,430.00	1,052,930.00
08/01/23	02/22/19	San Bernardino Cnty Ca	3.150%	796839BP2	1,448,645.70	1,452,505.85	1,448,645.70	1,433,675.85
08/15/23	11/15/18	Roanoke Tex Economic	3.500%	770047AR9	330,000.00	350,964.90	330,000.00	348,450.30
08/15/23	08/22/19	Round Rock Tex Transn	2.228%	77924PAB1	475,000.00	489,150.25	475,000.00	492,456.25
08/15/23	01/27/20	Stratford Conn	1.950%	8628113Y0	545,860.00	547,510.00	545,860.00	542,080.00
09/01/23	09/25/19	Alabama Incentives Fi	2.387%	01030LDF9	660,000.00	685,918.20	660,000.00	682,532.40
09/01/23	12/19/19	Bainbridge Ga Pub Facs	2.330%	056869BV1	69,801.20	72,896.60	69,801.20	72,521.40
09/01/23	09/10/20	Bloomfield Twp N J Br	0.773%	094226DB0	425,000.00	425,871.25	425,000.00	425,276.25
09/01/23	09/01/20	Fullerton Calif Redev	0.882%	35981VAX8	235,000.00	234,971.80	235,000.00	234,694.50
10/01/23	09/04/19	Norristown Pa Area Sch	2.470%	656491PY7	485,000.00	504,278.75	485,000.00	504,652.20
10/01/23	07/18/19	Pleasant Ohio Loc Sch D	2.300%	728500FF1	213,540.00	213,424.00	213,540.00	211,870.00
10/01/23	07/25/19	Scotts Vy Calif Pub F	2.361%	810227AR9	560,000.00	582,876.00	560,000.00	579,930.40
10/01/23	08/25/20	Trussville Ala	0.526%	898242NB4	520,000.00	520,691.60	520,000.00	519,948.00
10/01/23	08/25/20	Trussville Ala	0.526%	898242NT5	250,000.00	250,332.50	250,000.00	249,975.00
10/15/23	07/16/20	Jersey City N J Mun U	1.194%	476623CP6	405,000.00	410,714.55	405,000.00	409,621.05
11/01/23	05/17/19	New Jersey St Hsg + M	2.653%	646108PX2	632,130.80	652,846.40	632,130.80	648,265.30
11/01/23	05/09/19	Riverside Pub Fing Auth	2.850%	76926CAV6	764,750.00	790,825.60	764,750.00	786,896.40
11/15/23	08/23/19	Brick Twp N J	2.100%	107889SH1	291,472.50	289,267.00	291,472.50	288,560.25
12/01/23	09/17/20	Centerville Ohio City	0.549%	152239JV2	100,000.00	99,903.00	100,000.00	100,243.00
12/01/23	05/29/19	Imperial Calif Redev A	2.620%	452674AH7	402,196.00	419,200.00	402,196.00	416,868.00
12/01/23	03/11/19	Los Angeles Cnty Cali	2.866%	54473ERV8	1,031,620.00	1,077,850.00	1,031,620.00	1,069,280.00
12/01/23	12/10/18	South Carolina St Pub	3.800%	837151WM7	229,449.85	257,014.80	229,449.85	253,876.35
12/01/23	06/07/19	Vermont Mun Bd Bk	2.371%	924214FT1	547,230.00	534,855.00	547,230.00	529,410.00
12/01/23	03/12/20	Willoughby Eastlake Ohi	1.988%	971039RM6	185,812.00	195,618.00	185,812.00	196,146.00
01/01/24	11/26/19	Greenville Ohio City Sc	2.377%	396352HC3	285,931.80	301,266.00	285,931.80	306,513.90
02/01/24	02/22/19	Hudson Cnty N J Impt A	3.450%	443730FT8	1,145,812.50	1,118,281.50	1,145,812.50	1,146,306.00
02/15/24	05/20/19	Duncanville Tex Indpt S	2.435%	265138HS9	1,055,530.00	1,063,160.00	1,055,530.00	1,054,570.00
02/15/24	10/15/19	Williamson Cnty Tex	1.800%	969887H50	442,977.90	450,355.50	442,977.90	447,923.85
03/01/24	09/10/19	Houston Tex	1.900%	4423315T7	2,004,260.00	2,076,400.00	2,004,260.00	2,066,760.00
03/15/24	03/13/19	Connecticut St	3.200%	20772GE61	1,116,160.00	1,153,300.00	1,116,160.00	1,138,120.00
04/01/24	09/26/19	Spartanburg S C Spl Ob	2.250%	847219AE2	305,000.00	313,180.10	305,000.00	312,024.15
05/01/24	10/02/19	Cedar Springs Mich Pub	2.010%	150609HV0	1,457,517.15	1,513,156.35	1,457,517.15	1,513,272.75
05/01/24	11/19/19	Thornapple Kellogg Mi	2.061%	885205NF7	880,000.00	916,564.00	880,000.00	913,994.40
06/01/24	10/31/19	Montgomery Cnty Va Ec	2.080%	613741GM3	1,024,000.00	1,062,020.00	1,024,000.00	1,058,330.00
06/01/24	07/19/19	Naugatuck Conn	2.350%	639064RP1	900,524.00	893,857.40	691,866.00	691,689.60
07/01/24	10/22/19	Massachusetts St Dev	2.250%	57584XCR0	2,136,340.00	2,158,160.00	2,136,340.00	2,143,380.00

Maturity Date	Settlement Date	Description	Yield	CUSIP	Value at 3/31/2021		Value at 6/30/2021	
					Book	Market	Book	Market
07/01/24	08/27/19	Sioux Falls S D Sch Dis	2.000%	829596NX9	925,484.80	931,019.80	925,484.80	921,958.80
07/15/24	08/08/19	Toms River N J Brd Ed	2.434%	890125WX1	2,455,755.40	2,450,852.60	2,455,755.40	2,436,239.40
08/01/24	08/23/19	Lynn Haven Fla Rev	2.071%	551537AD5	378,860.00	380,950.00	378,860.00	385,487.20
08/01/24	03/17/20	Lynwood Calif Uni Sch	1.271%	551800JC0	500,000.00	498,600.00	500,000.00	505,070.00
08/01/24	08/01/19	New York N Y City Tran	2.320%	64971WVC1	2,064,780.00	2,159,860.00	2,064,780.00	2,136,360.00
08/15/24	09/03/19	South San Antonio Tex I	1.520%	8398562C4	428,044.50	422,581.05	428,044.50	419,470.65
09/01/24	09/25/19	Alabama Incentives Fi	2.437%	01030LDG7	675,000.00	706,691.25	675,000.00	703,525.50
09/01/24	12/19/19	Bainbridge Ga Pub Facs	2.430%	056869BW9	69,750.80	73,516.10	69,750.80	73,170.30
09/01/24	09/10/20	Bloomfield Twp N J Br	0.939%	094226DC8	530,000.00	528,913.50	530,000.00	528,261.60
09/01/24	09/01/20	Fullerton Calif Redev	1.081%	35981VAY6	650,000.00	647,198.50	650,000.00	646,509.50
09/01/24	09/12/19	Port Morrow Ore Trans	1.950%	73474TAB6	747,236.55	766,440.75	747,236.55	763,409.25
10/01/24	08/25/20	Trussville Ala	0.722%	898242NC2	490,000.00	489,137.60	490,000.00	488,579.00
11/01/24	11/20/19	Colorado Hsg + Fin Aut	2.200%	196480EA1	997,840.80	1,023,095.70	997,840.80	1,019,789.10
11/01/24	11/14/19	Estes Pk Colo Pwr + C	2.462%	29747TAX1	690,000.00	727,128.90	690,000.00	724,789.80
12/01/24	09/17/20	Centerville Ohio City	0.709%	152239JW0	500,000.00	496,560.00	500,000.00	500,340.00
02/01/25	02/03/20	New York N Y City Tran	1.872%	64971WF70	1,035,040.00	1,068,380.00	1,035,040.00	1,060,290.00
03/15/25	03/16/20	Connecticut St	1.602%	20772KFJ3	461,690.00	468,525.00	461,690.00	484,890.00
09/01/25	09/10/20	Bloomfield Twp N J Br	1.089%	094226DD6	510,000.00	504,425.70	510,000.00	505,496.70
10/01/24	11/19/20	San Diego Taxable	0.700%	7973913L1	995,652.90	989,554.50	995,652.90	991,494.90
07/01/25	12/29/20	Oklahoma ST Capitol Imp	0.757%	679075BX8	1,013,090.00	991,330.00	1,013,090.00	994,970.00
09/01/25	01/06/21	Tarrant County Cult EDU	1.050%	87638QQW2	507,605.00	501,720.00	507,605.00	502,190.00
01/01/25	01/04/21	Southern NH University	1.100%	84352JAA4	1,031,330.64	1,010,960.00	1,031,330.64	1,018,210.00
08/01/25	01/08/21	New York City GEN	0.650%	64971WP61	1,078,560.00	1,058,660.00	1,078,560.00	1,055,840.00
09/01/24	01/28/21	New Jersey Kean University	0.800%	6.46066E+15	1,758,087.50	1,735,971.25	1,758,087.50	1,744,827.50
09/01/25	01/28/21	New Jersey Kean University	1.000%	6460662F6	2,200,180.00	2,157,640.00	2,200,180.00	2,178,720.00
04/01/24	03/02/21	Brazos Higher Ed Authority	1.050%	10623ABA0	1,026,630.00	1,018,390.00	1,026,630.00	1,018,270.00
04/01/25	04/29/21	Oregon St Dept	0.743%	68607V2P9			1,207,212.00	1,201,740.00
06/01/24	05/19/21	River City Inc KY	0.650%	76804AEA9			1,557,316.95	1,545,654.45
<b>Certificates of Deposit (FDIC Insured)</b>								
07/28/21	07/28/17	Enerbank	1.950%	29266N5U7	245,000.00	246,565.55	245,000.00	245,372.40
08/06/21	08/07/17	Medallion Bank	2.000%	58404DAB7	245,000.00	246,683.15	245,000.00	245,490.00
10/13/21	10/13/17	MB Financial Bank NA	2.000%	55266CWZ5	245,000.00	247,555.35	245,000.00	246,367.10
01/31/22	01/31/19	Keesler FCU	3.050%	49254FAG1	245,000.00	251,080.90	245,000.00	249,304.65
03/09/22	03/09/18	Randolph Savings Bank	2.600%	75272LAD8	245,000.00	250,853.05	245,000.00	249,348.75
03/14/22	03/12/18	Firsttrust Savings Bank	2.650%	337630BM8	245,000.00	251,002.50	245,000.00	249,485.95
03/16/22	03/16/18	Summit Community Bank	2.550%	86604XMU7	245,000.00	250,799.15	245,000.00	249,346.30
04/05/22	05/06/19	Farmer's Insurance Group FCU	2.750%	30960QAA5	245,000.00	251,600.30	245,000.00	250,034.75
04/11/22	04/11/18	Citibank, NA	2.800%	17312QH85	245,000.00	251,830.60	245,000.00	250,272.40
04/13/22	04/13/18	BMW Bank of North America	2.800%	05580AMH4	245,000.00	251,864.90	245,000.00	250,309.15
07/25/22	07/25/17	Comenity Capital Bank	2.250%	20033AUY0	245,000.00	251,904.10	245,000.00	250,622.75
07/26/22	07/26/17	Barclays Bank	2.250%	06740KKR7	245,000.00	251,931.05	245,000.00	250,635.00
07/26/22	07/26/17	Capital One Bank NA	2.250%	14042RGS4	245,000.00	251,931.05	245,000.00	250,635.00
07/26/22	07/26/17	Goldman Sachs Bank	2.300%	38148PLT2	245,000.00	252,092.75	245,000.00	250,764.85
08/15/22	08/15/19	Ally Bank	2.000%	02007GLD3	245,000.00	251,365.10	245,000.00	250,216.05

Maturity Date	Settlement Date	Description	Yield	CUSIP	Value at 3/31/2021		Value at 6/30/2021	
					Book	Market	Book	Market
08/23/22	08/23/19	CIT Bank, NA	1.950%	12556LBB1	245,000.00	251,291.60	245,000.00	250,169.50
10/12/22	10/12/17	Mountain American Federal CU	2.300%	62384RAB2	245,000.00	253,156.05	245,000.00	251,813.45
10/14/22	10/13/17	Morgan Stanley Bank	0.000%	61765QDT3	245,000.00	247,290.75	245,000.00	250,279.75
10/17/22	10/17/18	UBS Bank USA	3.250%	90348JEG1	245,000.00	256,823.70	245,000.00	254,898.00
10/18/22	10/18/17	Beneficial Bank	2.150%	08173QBX3	245,000.00	252,668.50	245,000.00	251,441.05
10/26/22	10/26/17	Business Bank	2.150%	12325EHX3	245,000.00	252,776.30	245,000.00	251,517.00
12/05/22	12/04/18	American Express National	3.400%	02589AAZ5	245,000.00	258,438.25	245,000.00	256,439.05
12/30/22	12/30/19	Wells Fargo National Bank	1.850%	949495AF2	245,000.00	252,315.70	245,000.00	251,203.40
01/12/23	01/12/18	Synchrony Bank	2.550%	87165HUB4	245,000.00	255,512.95	245,000.00	253,947.40
01/17/23	01/17/18	Sallie Mae Bank	2.600%	795450J30	245,000.00	255,809.40	245,000.00	254,209.55
04/28/23	04/30/18	University of Iowa CU	3.000%	91435LAB3	245,000.00	259,379.05	245,000.00	257,504.80
06/30/23	08/30/18	Industrial and Commercial Bank	3.300%	45581EAX9	245,000.00	262,064.25	245,000.00	260,052.80
11/08/23	11/08/18	Morgan Stanley Private Bank,	3.550%	61760ARS0	245,000.00	265,489.35	245,000.00	263,585.70
11/28/23	11/28/18	Numerica CU	3.550%	67054NAN3	245,000.00	266,354.20	245,000.00	264,367.25
04/10/24	04/10/19	Wells Fargo Bank NA	2.850%	949763ZA7	245,000.00	263,612.65	245,000.00	262,336.20
05/31/24	05/31/19	Comenity Bank	2.800%	PER200LZ0	200,000.00	202,209.60	200,000.00	202,047.71
08/14/24	08/14/19	Capital One Bank USA, NA	2.100%	14042TBT3	245,000.00	259,067.90	245,000.00	258,475.00
12/11/24	09/11/20	Texas Exchange Bank	0.500%	88241TJG6	245,000.00	245,129.85	245,000.00	245,124.95
01/29/25	01/29/20	Citadel FCU	1.850%	17286TAF2	245,000.00	257,781.65	245,000.00	257,646.90
02/28/25	02/28/20	Austin Telco FCU	1.800%	052392AA5	245,000.00	256,059.30	245,000.00	256,086.25
09/29/25	09/29/20	US Alliance FCU	0.500%	90352RBF1	245,000.00	243,064.50	245,000.00	244,333.60
01/09/23	01/09/20	American National Bank	1.750%	9625880	3,223,571.36	3,223,571.36	3,237,481.29	3,237,481.29
07/28/21	07/28/17	Prosperity Bank	1.950%	60050001931	1,611,055.01	1,611,055.01	1,618,986.43	1,618,986.43
01/19/22	01/19/18	Prosperity Bank	2.400%	60050002650	1,078,750.83	1,078,750.83	1,085,289.70	1,085,289.70
01/19/23	01/19/18	Prosperity Bank	2.500%	60050002651	1,082,159.88	1,082,159.88	1,088,993.31	1,088,993.31
08/22/21	08/22/18	Prosperity Bank	3.110%	60050005698	1,083,460.15	1,083,460.15	1,091,975.50	1,091,975.50
08/22/23	08/22/18	Prosperity Bank	3.380%	60050005699	1,091,015.77	1,091,015.77	1,100,337.04	1,100,337.04
01/14/22	01/14/19	Prosperity Bank	3.020%	60050007571	1,067,372.22	1,067,372.22	1,075,517.75	1,075,517.75
01/13/23	01/14/19	Prosperity Bank	3.180%	60050007572	1,071,060.71	1,071,060.71	1,079,668.58	1,079,668.58
01/12/24	01/14/19	Prosperity Bank	3.310%	60050007573	1,074,066.65	1,074,066.65	1,083,052.54	1,083,052.54
01/12/24	01/14/20	Prosperity Bank	1.800%	60050009770	1,021,115.57	1,021,115.57	1,025,755.37	1,025,755.37
01/14/25	01/14/20	Prosperity Bank	1.850%	60050009771	1,021,707.98	1,021,707.98	1,026,479.63	1,026,479.63
07/29/22	07/29/20	Prosperity Bank	0.700%	434000014	1,592,961.40	1,592,961.40	1,595,773.65	1,595,773.65
01/22/25	01/22/20	Texas Security Bank	1.900%	12469	1,571,750.02	1,571,750.02	1,579,113.56	1,579,113.56
<b>Money Market Funds</b>								
		Dreyfus Money Market Fund	0.020%		17,269.49	17,269.49	21,461.85	21,461.85
<b>Local Government Investment Pools</b>								
		TexasCLASS	0.155%		72,470,844.26	72,470,844.26	100,369,009.81	100,369,009.81
		TexPool	0.085%		22,757,604.04	22,757,604.04	18,254,572.03	18,254,572.03
		TexSTAR	0.067%		3,170,241.18	3,170,241.18	3,170,323.73	3,170,323.73
<b>Cash</b>								
		Cash*	0.020%		4,180,613.54	4,180,613.54	8,630,033.49	8,630,033.49
<b>Total</b>					<b>274,421,007.05</b>	<b>274,650,885.51</b>	<b>309,888,459.65</b>	<b>310,278,303.62</b>

Maturity Date	Settlement Date	Description	Yield	CUSIP	Value at 3/31/2021		Value at 6/30/2021	
					Book	Market	Book	Market

\*Only Cash at JP Morgan Bank with interest.

## **CITY COUNCIL AGENDA COMMUNICATION**

**AGENDA DATE:** July 27, 2021

**SUBJECT:** Transmit the Proposed 2021-2022 City Budget and the Proposed 2022-2026 Capital Improvement Program.

**STAFF RESOURCE:** Eric Ellwanger, City Manager

**ACTION PROPOSED:** Transmit the Proposed 2021-2022 City Budget and the Proposed 2022-2026 Capital Improvement Program.

### **BACKGROUND**

Article IV, Section 4.02, of the City Charter requires that the City Council receive a budget covering the next fiscal year prior to August 10 each year. As part of the budget submittal, a list of capital projects which should be undertaken within the next five succeeding years is required and is submitted as a separate document, the Proposed 2022-2026 Capital Improvement Program (CIP).

Both the budget and the CIP are submitted as "proposed" since adjustments may be made after the City receives the final certified property valuations from the Collin Central Appraisal District and after the Planning Commission reviews and makes recommendations of the CIP in August.

Additionally, changes to the proposed budget and CIP may be made pursuant to the direction of the City Council.

### **STAFF RECOMMENDATION**

Staff recommends that the City Council receive and review the Proposed 2021-2022 City Budget and the Proposed 2022-2026 CIP. A budget discussion with the City Council and staff will occur in August. A public hearing is planned for September 14, 2021. The Proposed Fiscal Year 2021-2022 Budget and Proposed 2022-2026 CIP document will be distributed at the July 27, 2021, City Council meeting.

### **MOTION**

*I make a motion to acknowledge receipt of the Proposed 2021-2022 City Budget and the Proposed 2022-2026 Capital Improvement Program as submitted by the City Manager in accordance with Article IV, Section 4.02 of the City Charter.*

## **CITY COUNCIL AGENDA COMMUNICATION**

**AGENDA DATE:** July 27, 2021

**SUBJECT:** Set September 14, 2021, as the Public Hearing Date Regarding the Fiscal Year 2021-2022 City Tax Rate.

**STAFF RESOURCE:** Pete Phillis, Chief Financial Officer  
Chris Landrum, Assistant Chief Financial Officer

**ACTION PROPOSED:** Set September 14, 2021, as the Public Hearing Date Regarding the Fiscal Year 2021-2022 City Tax Rate.

### **BACKGROUND**

According to the Texas Truth-in-Taxation Statute, the City Council is required to set and conduct a public hearing if the City's proposed tax rate exceeds the lower of the voter-approval tax rate or the no-new-revenue tax rate. The City always conducts a public hearing on the tax rate, even in years that the Truth-in-Taxation limits are not exceeded.

If a public hearing is required as described above, the law requires a public hearing or a public meeting to adopt a tax rate no earlier than the fifth day after the date the chief appraiser has delivered the notice of estimated taxes to property owners and the tax rate calculation forms are made available.

Finally, notice of the public hearing must be posted on the City's website from the date the notice is first published until the public hearing is concluded.

It is important to note that setting the public hearing date for the tax rate and the fiscal year budget need to be done as separate items with the City Council taking action on each of the items separately.

The proposed tax rate of \$0.4829 is a "not to exceed" tax rate as proposed by the City Manager. The actual tax rate voted on by City Council will not exceed the rate as proposed by the City Manager.

### **BUDGETARY IMPACT**

The proposed tax rate for the City's General Fund and Debt Service Fund for the Fiscal Year 2022 budget is \$0.4829 per \$100 of appraised value, which is a reduction from the current tax rate of \$0.485.

### **STAFF RECOMMENDATION**

Staff recommends that the City Council set Tuesday, September 14, 2021, at 7:00 P.M. as the Public Hearing date on the tax rate. The Public Hearing will be held in the Council Chambers in Allen City Hall, 305 Century Parkway, Allen, Texas. The final record vote on the tax rate will be on September 14, 2021.

### **MOTION**

*I make a motion to set Tuesday, September 14, 2021, at 7:00 P.M., at Allen City Hall, 305 Century Parkway, Allen, Texas as the date, time and place for the Public Hearing and vote on the proposed City Tax Rate of 48.29 cents per \$100 of appraised value for the Fiscal Year 2021-2022.*

## **CITY COUNCIL AGENDA COMMUNICATION**

**AGENDA DATE:** July 27, 2021

**SUBJECT:** Set September 14, 2021, as the Public Hearing Date Regarding the Fiscal Year 2021-2022 City Budget.

**STAFF RESOURCE:** Pete Phillis, Chief Financial Officer  
Chris Landrum, Assistant Chief Financial Officer  
Rebecca Brack, Budget Officer

**ACTION PROPOSED:** Set September 14, 2021, as the Public Hearing Date Regarding the Fiscal Year 2021-2022 City Budget.

### **BACKGROUND**

The City Charter, Article IV, Section 4.04, requires that the City Council set and conduct a Public Hearing on the Budget. As stated in the City Charter, notice of the Public Hearing on the Budget must be published 5-15 days prior to the hearing. Since the City will be holding a public hearing in compliance with the Truth in Taxation Laws to set the tax rate, the public hearing for the City's proposed Fiscal Year 2022 budget could be held at the same City Council meeting.

It is also important to note that setting the public hearing date for the tax rate and the fiscal year budget need to be done as separate items with the City Council taking action on each of the items separately.

### **STAFF RECOMMENDATION**

Staff recommends that the City Council set Tuesday, September 14, 2021 at 7:00 P.M. as the Public Hearing date and time on the Proposed Fiscal Year 2021-2022 Budget in accordance with Article IV, Section 4.04 of the City Charter. The Public Hearing will be held in the Council Chambers at Allen City Hall, 305 Century Parkway, Allen, Texas. The City Council will vote to approve a budget at the September 14, 2021 City Council Meeting.

### **MOTION**

*I make a motion to set Tuesday, September 14, 2021, at 7:00 P.M. at Allen City Hall, 305 Century Parkway, Allen, Texas as the date, time and place for the Public Hearing on the City's Proposed Fiscal Year 2021-2022 Budget in accordance with Article IV, Section 4.04 of the City Charter.*

**CITY COUNCIL AGENDA COMMUNICATION**

- AGENDA DATE:** July 27, 2021
- SUBJECT:** Conduct a Public Hearing and Adopt a Resolution to Approve a Substantial Amendment to the 2020-2024 Consolidated Plan and 2020-2021 Annual Action Plan for the Community Development Block Grant (CDBG) Program.
- STAFF RESOURCE:** Erin Jones, Planning Manager
- PREVIOUS COUNCIL ACTION:** July 28, 2020, City Council Adopted Resolution No. 3765-7-20 approving the original plans for submission to the U.S. Department of Housing and Urban Development.
- January 26, 2021, City Council Adopted Resolution No. 2798-1-21 approving a substantial amendment for submission to the U.S. Department of Housing and Urban Development in order to incorporate CDBG-COVID funds.
- ACTION PROPOSED:** Conduct a Public Hearing and Adopt a Resolution to Approve a Substantial Amendment to the 2020-2024 Consolidated Plan and 2020-2021 Annual Action Plan for the Community Development Block Grant (CDBG) Program.

**BACKGROUND**

The Consolidated Plan and Annual Action plan are requirements of the U.S. Department of Housing and Urban Development (HUD) that cities must prepare in order to receive federal monetary assistance from HUD programs. The Consolidated Plan is a comprehensive strategy developed by the community addressing the affordable housing and community development needs present within the community. Ultimately, the Consolidated Plan will be used to implement the Community Development Block Grant (CDBG) program over the course of the next five years.

The Annual Action Plan for the 2020-2021 Plan Year was approved by the City Council on July 28, 2020, and included as a section in the 2020-2024 Consolidated Plan, reflected the following activities to be undertaken for fiscal year October 1, 2020 - September 30, 2021.

Home Repair / Rehabilitation	\$360,589
Public Service Agency Funding	\$65,398
Administration	\$10,000
CDBG-COVID Public Service	\$256,000

<b>Total</b>	<b>\$691,987</b>
--------------	------------------

The City Council approved a substantial amendment to the Plans on January 26, 2021, to incorporate and program an additional \$416,286 in COVID relief funds. That substantial amended resulted in the following allocations:

Home Repair / Rehabilitation	\$360,523
Public Service Agency Funding	\$65,398
Administration	\$10,000
CDBG-COVID Public Service	\$392,286
CDBG-COVID Economic Development	\$250,000
CDBG-COVID Administration	\$30,000
<b>Total</b>	<b>\$1,108,207</b>

As noted in January, the proposed activities reflected staff recommendations to address community needs responsive to COVID-19. However, recommendations as to how best to fund these proposals could change based on funding availability and demand for services. As such, future amendments will be made in accordance to HUD's guidelines and the City of Allen's Citizen Participation plan as amended. This proposed amendment is a result of that process.

Based on six months of implementation of the previously approved activities, City Staff has observed trends indicating that there is more demand for funding for the Small Business Grant Program than the Utility Billing Assistance Program. As such, this substantial amendment is proposed to move funds between activity areas as summarized in **Attachment 1**. It should be noted that the City's Citizen Participation Plan defines a non-substantial amendment as one that reallocates no more than 25% of funds between program areas. Non-substantial amendments do not require a public process or City Council action. The City initiated a 15% non-substantial amendment in February 2021 to move funds between activities. The aggregate of the previous non-substantial amendment and what is currently proposed exceeds 25% and thus requires a substantial amendment and related public process.

The public comment period was advertised and conducted in accordance with the City of Allen's Citizen Participation Plan as amended and Texas Local Government Code, Chapter 373.

A presentation and formal opportunity for comment were offered at the following times.

- Monday July 12, 2021, at 2 p.m. in the City Council Conference Room
- Tuesday July 27, 2021, before the City Council in conjunction with this item

Copies of the draft amendments were also made available for public review and comment at the following locations from June 24, 2021, through July 27, 2021:

- City of Allen Web Site: [www.CityofAllen.org/CDBG](http://www.CityofAllen.org/CDBG)
- In person, by appointment only, from 8:30 a.m. - 4:30 p.m. M-F in the Community Enhancement Office located on the 1st Floor of City Hall, 305 Century Parkway Allen, TX

As of the date of drafting this report no comments have been received.

A summary of the Amended 2020-2021 budget is as follows:

<b>Activity</b>	<b>CDBG Funds</b>
Owner-Occupied Housing Rehabilitation Program	\$354,073.46
Public Service	\$71,847.54
Program Administration	\$10,000
CDBG-COVID Public Service	\$130,443.30
CDBG-COVID Economic Development	\$366,413.96
CDBG-COVID Administration	\$175,428.74
<b>Total</b>	<b>\$1,108,207.00</b>

**BUDGETARY IMPACT**

The Amended 2020-2021 Annual Action Plan allocates \$1,108,207 for the various CDBG and CDBG-CV activities. These are grant funds with no impact on the general fund.

**STAFF RECOMMENDATION**

Staff recommends that the City Council adopt a Resolution approving a substantial amendment to the 2020-2024 Consolidated Plan and 2020-2021 Annual Action Plan for the Community Development Block Grant (CDBG) Program.

**MOTION**

*I make a motion to adopt Resolution No. \_\_\_\_\_ approving a substantial amendment to the 2020-2024 Consolidated Plan and 2020-2021 Annual Action Plan for the Community Development Block Grant Program.*

**ATTACHMENTS:**

Resolution

Attachment 1- Summary of Amendments

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE 2020-2024 CONSOLIDATED PLAN AND THE 2020-2021 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) and Community Development Block Grant-coronavirus (CDBG-CV) Programs; and,

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

**WHEREAS**, the Coronavirus Aid, Relief and Economic Security Act (Public Law 116-136) (CARES Act) makes available CDBG-CV funds to prevent, prepare for, and respond to coronavirus; and,

**WHEREAS**, the Allen City Council has undertaken a public participation process including consultation with public service providers, 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 2020-2024 Consolidated Plan and 2020-2021 Annual Action Plan.

**SECTION 2.** The Mayor of the City of Allen, along with the City Manager, are hereby authorized to submit the Amendments to the 2020-2024 Consolidated Plan and 2020-2021 Annual Action Plan 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 27<sup>TH</sup> DAY OF JULY 2021.**

**APPROVED:**

---

**Kenneth M. Fulk, MAYOR**

**ATTEST:**

---

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

**Substantial Amendment #2 to the 2020-2024 Consolidated Plan and 2020-2021 Annual Action Plan for the Incorporation and Use of Community Development Block Grant -COVID Funds in Allen, TX**

Responsive to perceived public need, the City of Allen established program objectives and criteria for its federal CARES Act programs in January 2021. CDBG-CV funds have been allocated in accordance with program guidelines released through the U.S. Department of Housing and Urban Development (HUD) since that time. As noted in January, the proposed activities reflected staff recommendations to address community needs responsive to COVID-19. However, recommendations as to how best to fund these proposals could change based on funding availability and demand for services. As such, future amendments will be made in accordance to HUD’s guidelines and the City of Allen’s Citizen Participation plan as amended. This proposed amendment is a result of that process.

Based on six months of implementation of the previously approved activities, City Staff has observed trends indicating that there is more demand for funding for the Small Business Grant Program than the Utility Billing Assistance Program. As such, this substantial amendment is proposed to move funds between activity areas as summarized below. It should be noted that the City’s Citizen Participation Plan defines a non-substantial amendment as one that reallocates no more than 25% of funds between program areas. Non-substantial amendments do not require a public process or City Council action. The City initiated a 15% non-substantial amendment in February 2021 to move funds between activities. The aggregate of the previous non-substantial amendment and what is currently proposed exceeds 25% and thus requires a substantial amendment and related public process. An overview of the program areas and amendments are as follows:

HUD FUNDING CATEGORY: Public Services

ACTIVITIES INCLUDE: Emergency Utility Assistance, Tutoring Assistance, and Senior Food Assistance FUNDS:

Original Allocation Approved in January 2021	Revised Allocation Approved through Non-Substantial Amendment in February 2021	Proposed Allocation
\$392,286.00	\$289,286.00	\$130,443.30

HUD FUNDING CATEGORY: Economic Development

ACTIVITY: Small Business Grants

FUNDS:

Original Allocation Approved in January 2021	Revised Allocation Approved through Non-Substantial Amendment in February 2021	Proposed Allocation
\$250,000	\$275,000	\$366,413.96

HUD FUNDING CATEGORY: Administration

ACTIVITIES INCLUDE: Community Needs and Resource Assessment, Staffing, Administrative Costs for Small Business Program, other administrative needs such as advertising and printing.

FUNDS:

Original Allocation Approved in January 2021	Revised Allocation Approved through Non-Substantial Amendment in February 2021	Proposed Allocation
\$30,000.00	\$108,000.00	\$175,428.74

**CITY COUNCIL AGENDA COMMUNICATION**

**AGENDA DATE:** July 27, 2021

**SUBJECT:** Conduct a Public Hearing and Adopt a Resolution to Approve the 2021-2022 Annual Action Plan for the Community Development Block Grant (CDBG) Program.

**STAFF RESOURCE:** Erin Jones, Planning Manager

**ACTION PROPOSED:** Conduct a Public Hearing and Adopt a Resolution to Approve the 2021-2022 Annual Action Plan for the Community Development Block Grant (CDBG) Program.

**BACKGROUND**

The 2021-2022 Annual Action Plan is required by the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant Program. The Plan identifies what activities the City will implement and describes how funds will be spent for the next program year. The Annual Action Plan implements the Five-Year Consolidated Plan, adopted by the Council in 2020, which determines the community's housing needs and establishes goals for the 2020-2024 Plan Years.

The requirements for this Plan are set forth in detail through federal regulations and include public comment periods and hearings. The public hearings are an opportunity for citizens to comment on the proposed activities. Two public hearing opportunities were offered this year. The first public hearing was held at 2:00 p.m. on Monday July 12, 2021, in the City Council Conference Room and the second will be held in conjunction with this item. As of the date of drafting this communication no public comments have been received. The draft Plan is currently available on the City's website as part of a 30-day comment period. Once the Plan is approved by the City Council, it will be submitted to HUD for approval. Funded activities will begin October 1, 2021. A summary of the 2021-2022 budget is outlined in the Budgetary Impact section below.

**BUDGETARY IMPACT**

<b>Activity</b>	<b>CDBG Funds</b>
Home Repair	\$370,669
Public Service Agencies	\$65,412
<b>Total</b>	<b>\$436,081</b>

**STAFF RECOMMENDATION**

Staff recommends that the City Council adopt a Resolution approving the 2021-2022 Annual Action Plan for

the Community Development Block Grant Program.

**MOTION**

*I make a motion to adopt Resolution No. \_\_\_\_\_ approving the 2021-2022 Annual Action Plan for the Community Development Block Grant Program.*

**ATTACHMENTS:**

Resolution

Attachment 1- Draft Action Plan

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE 2021-2022 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 consultation with public service providers, 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 approves the 2021-2022 Annual Action Plan.

**SECTION 2.** The Mayor of the City of Allen, along with the City Manager, are hereby authorized to submit the 2021-2022 Annual Action Plan 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 27<sup>TH</sup> DAY OF JULY 2021.**

**APPROVED:**

\_\_\_\_\_  
**Kenneth M. Fulk, MAYOR**

**ATTEST:**

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

# CITY OF ALLEN 2021-2022 ANNUAL ACTION PLAN

## Table of Contents

---

Executive Summary.....	2
Resources .....	2
Activities to be Undertaken .....	3
Outcome Measures .....	12
Budget Summary.....	12
Limitations on Funding.....	12
Geographic Distribution.....	13
Homeless and Other Special Needs Activities.....	14
Other Actions.....	16
<b>Monitoring</b> .....	<b>16</b>
<b>Attachments</b>	
A. Application Standard Form 424	
B. Certifications	
C. Council Resolution	

## **VI. Action Plan**

### **Action Plan**

---

*Section 91.220*

#### **Executive Summary - 91.220(b)**

The Action Plan describes how funds received from the Community Development Block Grant (CDBG) program and CDBG-COVID program will be utilized for the 2021-2022 program year. It is intended to describe both the proposed programs and how many residents are likely to benefit from them. Projects correspond to priority needs identified in the 2020-2024 Consolidated Plan as amended.

#### Objectives and Outcomes

As a result of implementation of this plan:

1. Ten (10) households will have sustained affordable housing through a home repair program for the purpose of providing decent affordable housing.
2. One-hundred fifty (150) households will have sustained affordable housing through rent and utility assistance for the purpose of providing decent affordable housing.
3. Twenty (20) individuals will have access to housing information for the purpose of sustainable affordable housing.

#### Evaluation of Past Performance

The 2021-2022 program year will be the sixteenth year for the City of Allen as a participant in the CDBG program. Previous activities implemented have generally met the goals established in the Consolidated Plan. Overall the activities have been very successful and, in many cases, have exceeded expectations. Funds are being spent in a timely manner with most funds being spent prior to the end of each program year.

#### Citizen Participation

Public input was sought through public hearings in accordance with the Citizen Participation Plan. The draft Action Plan was advertised in the local newspaper and made available on the City's web site with a 30-day public comment period beginning June 10, 2021. The first public hearing was held at 2:00 p.m. on Monday July 12, 2021 in the City Council Conference Room located at 305 Century Parkway Allen, TX. The second public hearing was held before the City Council at 7:00 p.m. on July 27, 2021 in the City Council Chamber located at 305 Century Parkway Allen, TX. No comments were received. The 2021-2022 Annual Action Plan was approved for submission to the U. S. Department of Housing and Urban Development by the City Council on July 27, 2021.

#### **Resources – 91.220(c)**

The City expects to receive \$436,081 through the CDBG Entitlement program for Plan Year 2021-2022. No program income is expected to be received during this program year. In addition to CDBG funds, the City will provide funding to public service agencies.

The City also continues to expend the \$672,286 in CDBG-COVID (CV) funds allocated by HUD in the 2020 Plan Year to prevent, prepare for, and respond to coronavirus.

### **Activities to Be Undertaken – 91.220(d)**

The activities to be undertaken will implement the priorities and objectives established in the 2020-2024 Consolidated Plan and are listed below:

Objective #1: To preserve and expand the supply of decent, safe, and affordable housing through the rehabilitation of existing residential property.

Strategy #1: Provide housing rehabilitation, home repair and weatherization assistance to low for moderate income persons.

Goal: The City will provide financial assistance for rehabilitation and repair of owner-occupied units. It is anticipated that 50 dwellings will be rehabilitated or repaired at a rate of ten (10) per year.

Objective #2: To provide educational information for low and moderate persons about affordable housing, homeownership, lenders fair housing laws, and lead-based paint hazards.

Strategy #2: Provide housing assistance and education to low to moderate income persons.

Goal: The City will provide educational materials and referrals to the community about housing and availability/accessibility of a suitable living environment. It is anticipated that 100 people will receive materials and/or referrals at a rate of twenty (20) persons per year.

Objective #3: To encourage the expansion and accessibility of human services for low to moderate income persons.

Strategy #3: Assist public service agencies who serve all categories of very low to moderate income persons.

Goal: Provide support to public service agencies for all classifications of very low to moderate income persons. The City plans to fund public service activities from CDBG funds and alternative sources. Services may include job placement / counseling, food and clothing, interim assistance, homeless prevention, rapid rehousing, transportation services, youth services, and childcare services.

Objective #4: Prevent, prepare for, and respond to coronavirus.

Strategy #4: Assist residents and businesses affected by the coronavirus through a variety of activities.

Goal: Provide support to City of Allen residents classified as very low to moderate income persons to prevent, prepare for, and respond to coronavirus, as well as support small businesses that have suffered COVID related losses.

The following pages present the information required by **HUD Table 3A/3C** to describe the activities funded through CDBG that are proposed to address priority needs identified in the Consolidated Plan.

**6.1 (HUD Table 3A) Summary of Specific Annual Objectives**

<b>Availability/Accessibility of Decent Housing (DH-1)</b>							
<b>Specific Objective</b>		<b>Source of Funds</b>	<b>Year</b>	<b>Performance Indicators</b>	<b>Expected Number</b>	<b>Actual Number</b>	<b>Percent Completed</b>
<b>D H 1. 1</b>	Sustain quality of owner-occupied housing through rehabilitation.	CDBG	2020	Housing Units	10	21	210%
			2021	Housing Units	10	-	-
			2022	Housing Units	10	-	-
			2023	Housing Units	10	-	-
			2024	Housing Units	10	-	-
			<b>MULTI-YEAR GOAL</b>				50
<b>Sustainability of Decent Housing (DH-2)</b>							
<b>D H 1. 2</b>	To provide information about housing, homeownership, fair housing and lead base paint hazards.	CDBG	2020	People	20	21	105 %
			2021	People	20	-	-
			2022	People	20	-	-
			2023	People	20	-	-
			2024	People	20	-	-
			<b>MULTI-YEAR GOAL</b>				100
<b>Suitable Living Environment (SL-1)</b>							
<b>S L 1. 1</b>	Increase accessibility to health and human services.	CDBG	2020	Households	100	100	100 %
			2021	Households	100	-	-
			2022	Households	100	-	-
			2023	Households	100	-	-
			2024	Households	100	-	-
			<b>MULTI-YEAR GOAL</b>				500
<b>Suitable Living Environment (SL-2 COVID)</b>							
<b>S L 1. 2 C V</b>	Provide support to City of Allen residents classified as very low to moderate income persons to prevent, prepare for, and respond to coronavirus through tutoring programs for K-12 students.	CDBG-CV	2020	Students	12	17	142%
			2021	Students	12	-	-
			2022	Students	-	-	-
			2023	Students	-	-	-
			2024	Students	-	-	-
			<b>MULTI-YEAR GOAL</b>				24

<b>Economic Opportunity (EO-1 COVID)</b>							
<b>E O 1. 1</b>	Support small businesses that have suffered COVID related losses through grant opportunities.	CDBG- CV	2020	Businesses	8	8	100 %
			2021	Businesses	7	-	-
			2022	Businesses	-	-	-
			2023	Businesses	-	-	-
			2024	Businesses	-	-	-
			<b>MULTI-YEAR GOAL</b>			15	8

DRAFT

**Table 6.2 (HUD Table 3C) Consolidated Plan Listing of Projects  
Home Repair**

**Applicant's Name** City of Allen

**Priority Need** Housing

**Project Title** Owner-Occupied Housing Rehabilitation Program

**Project Description**

Provide for repair, rehabilitation and weatherization of owner-occupied units through this program at a maximum of \$40,000 each and minor repairs at a maximum of \$5,000. It is anticipated that ten (10) dwellings will be rehabilitated or improved through this program using CDBG funding.

**Objective category:**  Suitable Living Environment  Decent Housing  Economic Opportunity

**Outcome category:**  Availability/Accessibility  Affordability  Sustainability

**Location** Target Neighborhoods (Windridge Estates, Hillside Village, Oakhill, Timberbend, and Collin Square, urgent repairs accepted citywide)

Objective Number 1	Project ID
HUD Matrix Code 14A	CDBG Citation 570.202
Type of Recipient Local Govt.	CDBG National Objective LMH
Start Date 10/1/2021	Completion Date 9/30/2022
Performance Indicator Housing Units - 01	Annual Units 10

**Funding Sources:**

CDBG	\$370,669
ESG	.....
HOME	.....
HOPWA	.....
Total Formula	.....
Prior Year Funds	\$0
Assisted Housing	.....
PHA	.....
Other Funding	.....
<b>Total</b>	<b>\$370,669</b>

**Table 6.3 (HUD Table 3C) Consolidated Plan Listing of Projects**

**Homebuyer Assistance**

**Applicant's Name** City of Allen

**Priority Need** Housing Education

**Project Title** Housing Education Materials and Referrals

**Project Description** The City will provide educational materials and referrals on the home buying process, fair housing laws, and lead-based paint to low to moderate income families. It is anticipated that hundred (100) families will receive assistance at a rate of twenty (20) families per year.

**Location** City-wide

Objective Number	Project ID
HUD Matrix Code 05U	CDBG Citation 570.201(e)
Type of Recipient Subrecipient	CDBG National Objective LMH
Start Date 10/1/2021	Completion Date 9/30/2022
Performance Indicator People - 01	Annual Units 50

**Funding Sources:**

CDBG	\$0
ESG	.....
HOME	.....
HOPWA	.....
Total Formula	.....
Prior Year Funds	.....
Assisted Housing	.....
PHA	.....
Other Funding	.....
<b>Total</b>	<b>\$0</b>

**Table 6.4 (HUD Table 3C) Consolidated Plan Listing of Projects  
Program Administration**

**Applicant's Name**    City of Allen

**Priority Need**            Planning / Administration

**Project Title**            Program Administration

**Project Description**

Reasonable costs of program management including program information materials and advertising, report preparation, staff training and administrative support.

**Location**            Community Wide

Objective Number 2	Project ID	<b>Funding Sources:</b>	
HUD Matrix Code 21A	CDBG Citation 570.206	CDBG	\$0
Type of Recipient Local Govt.	CDBG National Objective	ESG	.....
Start Date 10/1/2021	Completion Date 9/30/2022	HOME	.....
Performance Indicator 0	Annual Units	HOPWA	.....
		Total Formula	.....
		Prior Year Funds	.....
		Assisted Housing	.....
		PHA	.....
		Other Funding	.....
		<b>Total</b>	<b>\$0</b>

**Table 6.5 (HUD Table 3C) Consolidated Plan Listing of Projects  
Public Services**

**Applicant's Name** City of Allen

**Priority Need** Public Services

**Project Title** Allen Community Outreach

**Project Description**

The emergency assistance program provides one-time or short term, a maximum of three months, subsistence payments to eligible families to bridge a financial crisis. The assistance includes payment of rents to prevent eviction and utilities to prevent loss of service. In the 2018-2019 Plan Year ACO is predicted to serve approximately 100 households with rent and utility assistance, of which 100% are residents of Allen.

**Objective category:**  Suitable Living Environment  Decent Housing  Economic Opportunity

**Outcome category:**  Availability/Accessibility  Affordability  Sustainability

**Location** Allen Community Outreach, 801 E. Main Suite. A, Allen, TX, 75002  
Services provided community wide.

Objective Number 3	Project ID
HUD Matrix Code 05Q	CDBG Citation 570.201(e)
Type of Recipient Subrecipient	CDBG National Objective LMC
Start Date 10/1/2021	Completion Date 9/30/2022
Performance Indicator People - 01	Annual Units 150

**Funding Sources:**

CDBG	\$65,412
ESG	.....
HOME	.....
HOPWA	.....
Total Formula	.....
Prior Year Funds	.....
Assisted Housing	.....
PHA	.....
Other Funding	.....
<b>Total</b>	<b>\$65,412</b>

**Table 6.6 (HUD Table 3C) Consolidated Plan Listing of Projects  
Public Services**

**Applicant's Name** City of Allen

**Priority Need** Public Services-COVID

**Project Title** Public Service Activities- COVID

**Project Description**

The Community Enhancement Department will provide tutoring services to income eligible households with students enrolled in K-12 grades in home, public or private school, food services to seniors, and utility assistance to qualified residents. All activities are based on COVID related need. It is estimated that this funding will aid approximately 52 individuals.

**Objective category:**  Suitable Living Environment  Decent Housing  Economic Opportunity

**Outcome category:**  Availability/Accessibility  Affordability  Sustainability

**Location** Citywide

Objective Number 4	Project ID	<b>Funding Sources:</b>	
HUD Matrix Code 05Q	CDBG Citation 570.201(e)	CDBG	-----
Type of Recipient Subrecipient	CDBG National Objective LMC	ESG	-----
Start Date 10/1/2021	Completion Date 9/30/2022	HOME	-----
Performance Indicator Students - 01	Annual Units 24	HOPWA	-----
		Total Formula	-----
		Prior Years Funds (CDBG-CV)	\$130,443.30
		Assisted Housing	-----
		PHA	-----
		Other Funding	-----
		<b>Total</b>	\$130,443.30

**Table 6.7 (HUD Table 3C) Consolidated Plan Listing of Projects  
Economic Opportunity**

**Applicant's Name** City of Allen

**Priority Need** Economic Opportunity-COVID

**Project Title** Small Business Grant Program

**Project Description**

The Community Enhancement Department will provide grants to eligible brick and mortar small business (55 employees or less) directly impacted by COVID-19. It is estimated that this funding will aid approximately 15 small businesses.

**Objective category:**  Suitable Living Environment  Decent Housing  Economic Opportunity

**Outcome category:**  Availability/Accessibility  Affordability  Sustainability

**Location** Citywide

Objective Number 4	Project ID	<b>Funding Sources:</b>	
HUD Matrix Code 05Q	CDBG Citation 570.201(e)	CDBG	-----
Type of Recipient Business Owners	CDBG National Objective LMC	ESG	-----
Start Date 10/1/2021	Completion Date 9/30/2022	HOME	-----
Performance Indicator Businesses	Annual Units 15	HOPWA	-----
		Total Formula	-----
		Prior Years Funds (CDBG-CV)	\$366,413.96
		Assisted Housing	-----
		PHA	-----
		Other Funding	-----
		<b>Total</b>	\$366,413.96

**Table 6.8 (HUD Table 3C) Consolidated Plan Listing of Projects  
Program Administration**

**Applicant's Name** City of Allen

**Priority Need** Program Administration-COVID

**Project Title** COVID/Administration

**Project Description**

Reasonable costs of program management including program information materials and advertising, report preparation, staff training and administrative support.

**Location** Citywide

Objective Number 4	Project ID	<b>Funding Sources:</b>	
HUD Matrix Code 21A	CDBG Citation 570.206	CDBG	-----
Type of Recipient Local Govt.	CDBG National Objective	ESG	-----
Start Date 10/1/2021	Completion Date 9/30/2022	HOME	-----
Performance Indicator 0	Annual Units	HOPWA	-----
		Total Formula	-----
		Prior Years Funds (CDBG-CV)	\$175,428.74
		Assisted Housing	-----
		PHA	-----
		Other Funding	-----
		<b>Total</b>	\$175,428.74

**Outcome Measures - 91.220(e)**

The following outcome measures have been identified for each activity in accordance with the CDBG Outcome Performance Measurement System:

1. Ten (10) households will have sustained affordable housing through the Owner-Occupied Housing Rehabilitation Program for the purpose of providing decent affordable housing.
2. One-hundred and fifty (150) persons will have sustained affordable housing through rent and utility assistance for the purpose of providing decent affordable housing.
3. Twenty (20) persons will have increased knowledge about the home buying process, fair housing laws, and lead-based paint hazards.
4. Twenty- four (24) individuals will receive public services related to a COVID related loss.
5. Seven (7) small businesses will receive grants to aid in COVID related loss.

**Budget Summary**

<b>Activity</b>	<b>2020-2021 CDBG Funds</b>	<b>2021-2022 CDBG Funds</b>	<b>Previous Year Rollover Funds</b>	<b>Total Available</b>
Owner-Occupied Housing Rehabilitation Program	\$354,073.46	\$370,669	\$0	\$370,669
Public Service	\$71,847.54	\$65,412	\$0	\$65,412
Program Administration	\$10,000.00	\$0	\$7,000	\$7,000.00
CDBG-CV Public Service	\$130,443.30		\$100,000	\$100,000.00
CDBG-CV Economic Opportunity	\$366,413.96		\$86,413.96	\$86,413.96
CDBG-CV Program Administration	\$175,428.74		\$121,489.00	\$121,489.00
<b>Total</b>	<b>\$1,108,207.00</b>	<b>\$436,081.00</b>	<b>\$314,903.00</b>	<b>\$750,984.00</b>

**Limitations on Funding**

The legislation governing the Community Development Block Grant Program places limitations on the use of funding for specific purposes. Described below are the limitations on the amount of funds that can be allocated to specific projects during the 2021-2022 program year:

Plan Year 2021-2022 Community Development Block Grant Allocation = \$436,412

<b>Limitations</b>	<b>Maximum</b>	<b>Proposed</b>
15% Limitation on Public Service Activities	\$65,412	\$65,412
20% Limitation on Program Administration	\$87,216.20	\$0

**Geographic Distribution – 91.220(f)**

CDBG funds must be utilized for persons and activities located within the city limits of Allen. In year's past the home repair program has been limited to five target neighborhoods. However, based on community survey results and aging neighborhoods citywide, this program was expanded citywide in the 2020-2021 Plan Year to low-to-moderate income homeowners living in homes 25+ years old. Public service programs are targeted directly to persons whose household income falls below 80% of the median income and their residence lies within the city limits of Allen. All of the CDBG funds will be used for activities that benefit low to moderate income residents. The data does not reflect significant minority concentrations in the community.

Geographic distribution of resources is as follows:

1.	Home Repair	\$370,669	100% TARGET AREAS
2.	Public Service Funding	\$65,412	100% COMMUNITY WIDE
3.	Program Administration	\$0	100% COMMUNITY WIDE
4.	Housing Education	\$0	100% COMMUNITY WIDE
5.	Program Administration-CV	\$121,489	100% COMMUNITY WIDE
6.	Economic Opportunities-CV	\$86,414	100% COMMUNITY WIDE
7.	Public Service Funding-CV	\$100,000	100% COMMUNITY WIDE

**Affordable Housing - 91.220(g)**

The table below (HUD Table 3B) shows the one-year goals for number of households to be provided affordable housing through all programs.

**Public Housing – 91.220(h)**

The City of Allen does not have a Public Housing Authority. Although the Plano Housing Authority and McKinney Housing Authority do on occasion coordinate assistance for residents in Allen, they do not actively promote housing assistance programs in the community. The City will continue to coordinate activities with them.

**Homeless and Other Special Needs Activities - 91.220(i)**

The City is not a direct recipient of ESG, HOPWA or other similar funds. However, the City will consider providing assistance to social service organizations that provide assistance to the homeless and other special needs populations. Funds may be awarded to one or more social service organizations that provide services to low to moderate-income Allen citizens for expanded or new services/programs. The City of Allen continues to be a participant in the Collin County Plan to End Chronic Homelessness and the Collin County Homeless Coalition

**Barriers to Affordable Housing - 91.215(j)**

The major barrier to affordable housing is a limited supply of affordable housing and limited housing choice. Few low-cost homes are for sale in Allen. What homes are available at lower prices are typically in poor condition or sell very quickly, pointing to a possible demand for that priced housing.

Land and development costs also discourage the construction of new lower priced homes. The current housing market, combined with City land use regulations and impact fees for residential development, make new affordable housing difficult. This contributes to a lack of interest by most developers and builders to construct lower priced housing. Additionally, no new multi-family dwellings are being developed that would be considered affordably priced housing for low income residents.

**Table 6.6 (HUD 3B) Annual Affordable Housing Completion Goals**

Grantee Name: City of Allen Program Year: 2021-2022	Expected Annual Number of Units To Be Completed	Actual Annual Number of Units Completed	Resources used during the period			
			CDBG	HOME	ESG	HOPWA
<b>BENEFICIARY GOALS (Sec. 215 Only)</b>						
Homeless households			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Non-homeless households			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Special needs households			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Total Sec. 215 Beneficiaries*</b>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>RENTAL GOALS (Sec. 215 Only)</b>						
Acquisition of existing units			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Production of new units			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Rehabilitation of existing units			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental Assistance			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<b>Total Sec. 215 Affordable Rental</b>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>HOME OWNER GOALS (Sec. 215 Only)</b>						
Acquisition of existing units			<input type="checkbox"/>	<input type="checkbox"/>		
Production of new units			<input type="checkbox"/>	<input type="checkbox"/>		
Rehabilitation of existing units	10		<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Homebuyer Assistance			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<b>Total Sec. 215 Affordable Owner</b>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>COMBINED RENTAL AND OWNER GOALS (Sec. 215 Only)</b>						
Acquisition of existing units			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Production of new units			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Rehabilitation of existing units			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental Assistance			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Homebuyer Assistance			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<b>Combined Total Sec. 215 Goals*</b>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>OVERALL HOUSING GOALS (Sec. 215 + Other Affordable Housing)</b>						
Annual Rental Housing Goal			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Annual Owner Housing Goal			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Total Overall Housing Goal</b>	<b>10</b>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### **Other Actions – 91.220(k)**

A description of actions the City plans to undertake during the next year will consist of the following:

**Obstacles to meeting underserved needs**-The City plans to provide funding for public service organizations to provide more assistance for needy families.

**Foster and maintain affordable housing**-The City plans to continue to enforce property maintenance and building codes in low to moderate-income areas in an effort to maintain housing costs in these areas. The City will continue to provide assistance to low to moderate-income persons for rehabilitation of existing homes.

**Evaluate and reduce lead-based hazards**-The City plans to identify hazards associated with CDBG projects and make recommendations as to their resolution.

**Reduce the number of poverty level families**-The City of Allen will use Community Development Block Grant funds to assist public service programs in meeting these goals. The City will provide assistance to public service agencies for low to moderate-income, homeless and special needs populations.

**Develop institutional structure**- Federal and state agencies along with financial institutions, realtors, and credit counseling agencies will provide the information for Housing Educational Program. Public service agencies will receive funds to provide services. The institutional structure of public, non-profit, and private organizations generally functions well in meeting the needs of families and individuals in the community. The lack of funding for serving those in need is the only identified gap in the institutional structure. The City will schedule meetings with the service providers on an as-needed basis to coordinate activities of the Community Development Block Grant Program as well as continue to collaborate with public service agencies.

### **Monitoring – 91.230**

All programs and projects will be monitored by the CDBG Planner to ensure compliance with CDBG rules and regulations. The City will also monitor the performance of all programs to ensure that the activities are being performed and goals are being met, and all requirements of the programs are being fulfilled according to regulations and the goals and objectives stated in the Consolidated Plan. Accomplishments will be entered in IDIS on a quarterly basis and progress reviewed by staff. Any lapses in performance or timeliness will be identified and staff will work with the subrecipient to take the necessary corrective action.

The City will monitor the performance of all CDBG recipients and all entities receiving funds from the City by reviewing program agreements and requirements with grant recipients prior to project start, monitoring project through project completion, and obtaining required paperwork prior to paying out full grant funds. All public service programs funded with CDBG funds will be required to submit quarterly reports regarding the accomplishments made in relation to their request for reimbursement of expenditures. The City will conduct an annual site visit to public service agencies receiving funds to review accomplishments, program requirements and ensure compliance. The monitoring process consist of scheduling the visit, an entrance conference with agency staff, review documents and eligibility requirements, an exit conference, and written follow up with correction if necessary. All programs providing housing assistance include mandatory inspections to ensure compliance with minimum housing standards and lead-based hazard requirements.

The City audits the expenditure of CDBG grant funds as part of its annual auditing process. The audit is done by an outside accounting firm and includes the auditing of third-party public service programs.