

PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. ON JUNE 22, 2009, FOLLOWED BY PRELIMINARY OPEN MEETING IN THE PLANO MUNICIPAL BUILDING, 1520 K AVENUE, IN COMPLIANCE WITH VERNON'S TEXAS CODES ANNOTATED, GOVERNMENT CODE CHAPTER 551 (OPEN MEETINGS ACT), AS FOLLOWS:

Mission Statement: The mission of the City of Plano is to provide outstanding services and facilities, through cooperative efforts with our citizens, that contribute to the quality of life in our community.

EXECUTIVE SESSION

- | | | | |
|------|--|-----------------------------|---------|
| I. | Legal Advice | Wetherbee | 5 min. |
| | A. Respond to questions and receive legal advice on agenda items | | |
| II. | Real Estate | Muehlenbeck/
Fortenberry | 10 min. |
| | A. Southeast Plano Land Acquisition | | |
| | B. Plano Centre Offer | | |
| | C. Expansion of Sunset Park | | |
| III. | Economic Development | Muehlenbeck | 10 min. |
| | A. Discuss a financial offer or other incentive to a business prospect to locate, stay, or expand in Plano and consider any commercial and financial information from the business prospect. | | |

PRELIMINARY OPEN MEETING

- | | | | |
|-----|---|---------|--------|
| I. | Consideration and action resulting from Executive Session discussion: | Council | 5 min. |
| II. | Personnel Appointments | Council | 5 min. |
| | Tax Increment Financing Reinvestment Zone No. 1 | | |
| | Tax Increment Financing Reinvestment Zone No. 2 | | |

III.	Health Plan Overview	Covey	15 min.
IV.	Discussion & Direction: Interim Proposal of Preservation Plan Update	Brian Chaput	15 min
V.	Mobility Report	Neal	10 min.
VI.	Comprehensive Monthly Financial Report	Tacke	10 min.
VII.	Council items for discussion/action on future agendas	Council	5 min.
VIII.	Consent and Regular Agenda	Council	5 min.

In accordance with the provisions of the Open Meetings Act, during Preliminary Open Meetings, agenda items will be discussed and votes may be taken where appropriate.

Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Avenue L, with specially marked parking spaces nearby. Access and special parking are also available on the north side of building. The Council Chamber is accessible by elevator to the lower level. 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 972-941-7120.



CITY COUNCIL

1520 AVENUE K

DATE: June 22, 2009

INVOCATION:

Pastor Jack Schneider
St. Paul Lutheran Church

PLEDGE OF ALLEGIANCE:

Plano Chapters of The Sons of the
American Revolution & The Daughters
of the American Revolution

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>Special Recognition: Plano Wetcats Master Swimmers</p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>CONSENT AGENDA</u></p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p><u>Approval of Minutes</u></p> <p>June 4, 2009 June 8, 2009 June 10, 2009</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p> <p>(b) Bid No. 2009-110-C for an annual contract for New Tires to Southern Tire Mart and Blagg Tire Service in the total amount of \$261,000. This will establish an annual fixed price contract in the total estimated annual amount of \$261,000.</p> <p>(c) Bid No. 2009-81-B for Rasor Road from Ohio Drive to State Highway 121 to Weir Bros., Inc., in the amount of \$4,199,512. Roadway widening and extension consists of approximately 45,000 square yards of concrete paving, miscellaneous storm sewer, 5500 linear feet of 8" & 12" water mains and appurtenances, landscape and irrigation, and other miscellaneous items.</p> <p>Purchase from an Existing Contract</p> <p>(d) To approve the purchase of fleet Collision Repair Services in the estimated annual amount of \$125,000 from Metro Fleet Collision Repair through an existing Interlocal contract/agreement with the City of Richardson, and authorizing the City Manager to execute any and all necessary documents (Bid No. 30-095).</p> <p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p> <p>(e) To approve an Engineering Contract by and between the City of Plano and GWC Engineering, LP, in the amount of \$78,690 for the Erosion Control – Padre, Dunmoor, Buckboard & Rockbrook project and authorizing the City Manager to execute all necessary documents.</p> <p>Approval of Change Order</p> <p>(f) To Natgun Corporation, increasing the contract by \$45,770 for Custer Ground Storage Tank Repairs, Change Order No. 1 (Original Bid No. 2008-224-B). This change order is for removal of contaminated soils under the existing storage tanks and for a change in the ground cover requirement for a portion of the project.</p> <p><u>Adoption of Resolutions</u></p> <p>(g) To terminate the contract by and between DiverseStaff, a Lane Staffing Company and the City of Plano for Professional Food Service Personnel; approving its execution by the City Manager; and providing an effective date.</p> <p>(h) To approve the terms and conditions of an Agreement by and between the City of Plano and the City of Allen for a Joint Radio Communications System for Municipal Services; authorizing its execution by the City Manager; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Adoption of Ordinances</u></p> <p>(i) To amend Section 12-73 of Chapter 12 Motor Vehicles and Traffic of the City of Plano City Code of Ordinances; to enact a school zone on Parker Road at P Avenue, and to revise the effective times of the school zones on Independence Parkway at Russell Creek Drive, and Shiloh Road between Cotillion Drive and 18th Street; providing a fine for criminal penalties not to exceed \$200 for each offense; and providing a repealer clause, severability clause, a publication clause, and an effective date.</p> <p>(j) To adopt and enact Supplement Number 86 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.</p> <p>(k) To repeal Ordinance No. 2009-5-15 and adopting this ordinance to correct a clerical error; amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended regarding signage and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.</p> <p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p> <p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p> <p>(1) A Resolution to approve the terms and conditions of an Agreement by and between RH 15th Condos One, Ltd. and the City of Plano, Texas for the development of 15th Street Village; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(2) Public Hearing and consideration of a Resolution to approve the terms and conditions of an Interlocal Cooperation Agreement between the City of Plano, Texas, the City of Frisco, Texas, the City of McKinney, Texas, and the County of Collin, Texas for the disbursement of the 2009 Byrne Justice Assistance Grant Funds; authorizing its execution by the City Manager; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(3)	<p>A Resolution to authorize the Filing of Application for Federal Funds in an amount not to exceed \$80,404 under the American Recovery and Reinvestment Act of 2009; Edward Byrne Memorial Justice Assistance (JAG) State Formula Program through the Criminal Justice Division of the Office of the Governor of Texas; designating Gregory W. Rushin as authorized representative of the City for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date.</p>	
(4)	<p>Approval of an Engineering Contract by and between the City of Plano and Half Associates, Inc., in the amount of \$188,000 for Russell Creek Sewer Main Rehab – Phase I & II, and authorizing the City Manager to execute all necessary documents.</p>	
(5)	<p>A Resolution to ratify the Takeover Agreement by and between Liberty Mutual Insurance Company and the City of Plano for completion of Plano Fire Station No. 12/Emergency Operations Center Complex; approving its execution by the City Manager; and providing an effective date.</p>	
(6)	<p>An Ordinance to determine the public use, need and necessity for the acquisition of fee simple title to a 1.053 acre (45,880 square feet) tract of land and a temporary construction easement on a .034 acre (1,475 square feet) tract of land, generally located at the southeast corner of Chaparral Road and Jupiter Road in the City of Plano, Collin County, Texas, for the widening of the south side of Chaparral Road (east bound) and related public improvements in the City of Plano, Collin County, Texas, authorizing the City Attorney to file proceedings in eminent domain to acquire the needed real property; and providing an effective date.</p>	
(7)	<p>Public Hearing and Consideration of Zoning Case 2009-01 – Request for a Specific Use Permit for Arcade on 2.3± acres located on the south side of Chase Oaks Boulevard, 300± feet west of U.S. Highway 75. Tabled 3/23/09 and 5/26/09. Applicant: GBRE, LLC</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. 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 972-941-7120.</u></p>	



Phil Dyer
Mayor

June 18, 2009

Harry LaRosiliere
Mayor Pro Tem

Lee Dunlap
Deputy Mayor Pro Tem

Mayor Phil Dyer
City Council Members
City of Plano
Plano, TX 75074

Pat Miner
Place 1

Honorable Mayor and City Council:

Ben Harris
Place 2

We will begin our meeting on Monday, June 22nd in Executive Session where we will receive legal advice from the City Attorney. Item II will cover three topics of real estate and under Item III potential economic development prospects may be discussed.

Mabrie Jackson
Place 3

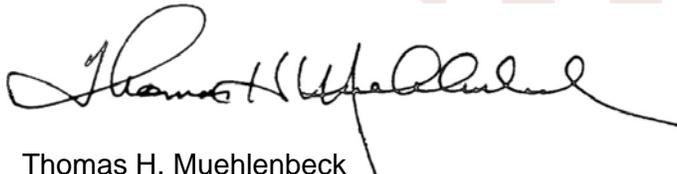
Lissa Smith
Place 4

Jean Callison
Place 7

The Preliminary Open Meeting will begin with consideration of personnel appointments followed by a Health Plan Overview presented by Compensation and Benefits Manager Covey. Under Item IV., Heritage Commission Chair Brian Chaput will review the Interim Proposal of the Preservation Plan Update and in Item V. Transportation Engineering Manager Neal will present the monthly Mobility Report. Director of Finance Tacke will present the Comprehensive Monthly Financial Report as Item VI.

I look forward to seeing you on Monday.

Sincerely yours,



Thomas H. Muehlenbeck



MEMO

DATE: June 18, 2009

TO: Honorable Mayor and City Council
City Manager Muehlenbeck
City Secretary Zucco

FROM: Alice Snyder, Assistant City Secretary

RE: Personnel Appointments – Executive and Worksession Meetings

The following appointments will be considered at the June 22, 2009 Council Meeting.

<u>Executive Session</u>	<u>Worksession Meeting</u>
No items for discussion	<u>Appointments:</u>
	<ul style="list-style-type: none">• Tax Increment Financing Reinvestment Zone No. 1 Board + Chair• Tax Increment Financing Reinvestment Zone No. 2 Board + Chair

City of Plano Health Plan Overview

City Council Meeting
June 22, 2009

Health Plan Overview

- Self –Insured Plan

- Medical plans is governed by the City of Plano Welfare Benefits Plan through a Risk Pool with oversight by the Risk Pool Trustees, Deputy City Managers, and City Manager
- Plan Design and funding recommendations presented to the Risk Pool Trustees and City Manager by cooperative effort of Human Resources benefits staff and Hay Group (benefits consultants)
- Plan Year is calendar year and does not coincide with fiscal year – References are based on Plan Year and for Medical only

Health Plan Overview

- City absorbed most of the medical cost increases from 2004 - 2008
-
- 2006 - City along with Hay Group developed a strategic approach and organization philosophy to manage the health plan
 - The City of Plano desires a long term strategic plan for management of its benefit programs. This strategic plan will involve a philosophy and objectives to be put into place and maintained for the long term.
 - The philosophical position will establish a basis upon which future benefit plan designs will be developed.
 - “The City cares about its employees and will provide a competitive benefit program that offers;
 - Affordable choices
 - Consistent level of cost structures and
 - Encouragement for healthy living”

Health Plan Overview 2007

- Began to make minor plan changes without substantially increasing costs to employees, but focused on communicating the philosophy and future changes

Health Plan Overview 2008

- Moved Medicare eligible retirees to fully insured Medicare Supplement Plan to reduce claims exposure and GASB liability
- September 2008 – funded GASB, reducing Health Claims Fund by \$15.5 million
- Modifications were made to rate structure, moving from 6 tiers to 4 tiers as basis for future implementation of Contribution Philosophy
- 2008 Medical plan
 - Using a 10% annual trend factor (increase in marketplace) for medical and the projected paid claims, Health Claims budget was increased 12.5% over 2007
 - Subsidy of 93% of cost for both employees and dependents
 - 2 plan options - \$500 or \$1000 deductible

Contribution Philosophy

- In 2007 & 2008, communicated Contribution Philosophy to share more cost with employees over time
- Medical Rate Implementation Strategy
 - 2009
 - 93% subsidy for Employees
 - 85% subsidy for Dependents
 - 2010
 - 92% subsidy for Employees
 - 80% subsidy for Dependents
 - 2011
 - 90% subsidy for Employees
 - 75% subsidy for Dependents

Plan Year 2009

- Analysis of 2007 & 2008 claims resulted in one Core Plan offering for 2009 with \$1000 deductible to create:
 - Stability
 - Predictability of costs, claims, revenue (premiums)
 - Sustainability of health plans now and in the future
 - Manage costs effectively and consistently for employees and the City
- Began implementing the Contribution Philosophy (93%/85%)

2008 Actual Plan Experience

- Claims incurred 1/1/08 – 12/31/08
- Large number of High Cost Claimants
 - 10 claimants reached Stop Loss of \$150,000 compared to 4 in 2007
 - \$1.3 million in claims above \$150,000 (based on 3/31/09 paid claims)
 - 56 claimants \geq \$50K compared to 32 in 2007
 - 1.1% of membership drove 42% of medical cost
 - Total claims for medical and Rx rose 33% in 2008
 - Additional 13% City contribution was added to medical rates beginning 3/19/2009 to cover the excess claims
 - Resulted in subsidy now being 94% for employees and 87% for dependents

Comparison of Large Claims 2007 & 2008 Paid as of 1/31/09

	Calendar 2007	Calendar 2008	Difference	% of Total Increase
Claims over \$20,000 (total amount)	\$4,818,933	\$8,006,049	\$3,187,116	66%
Number of Claimants	86	116		
Average	\$56,034	\$69,018		
Claims over \$50,000 (total amount)	\$3,150,851	\$6,191,299	\$3,040,448	63%
Number of Claimants	32	56		
Average	\$98,464	\$110,559		
Claims over \$75,000 (total amount)	\$2,238,055	\$4,410,378	\$2,172,323	45%
Number of Claimants	17	29		
Average	\$131,650	\$152,082		
Claims exceeding \$150,000 (total amount)	\$1,002,045	\$2,484,333	\$1,482,288	31%
Stop Loss Reimbursement	\$402,045	\$984,333		
Number	4	10		
Total Claims	\$11,923,526	\$16,742,420	\$4,818,895	
Stop Loss Reimbursement	402,045	984,333		
Net of Reimbursement	\$11,521,481	\$15,758,087	\$4,236,606	

- **Approximately 2/3 of the \$4.2 mil increase in claims in 2008 can be attributed to claims in excess of \$50,000.**

Comparison of Claims Distribution

	Calendar 2007	Calendar 2008	Normal Distribution
Claims over \$20,000 (total amount)	\$4,818,933	\$8,006,049	
Percent of Total Claims	40.4%	47.8%	40.5%
Claims over \$50,000 (total amount)	\$3,150,851	\$6,191,299	
Percent of Total Claims	26.4%	37.0%	24.3%
Claims over \$75,000 (total amount)	\$2,238,055	\$4,410,378	
Percent of Total Claims	18.8%	26.3%	17.7%
Claims exceeding \$150,000 (total amount)	\$1,002,045	\$2,484,333	
Percent of Total Claims	8.4%	14.8%	8.5%
Total Claims	\$11,923,526	\$16,742,420	

Indicates higher than expected amount of large claims

•The Normal Distribution is an estimate of claims by claim size based on a large Database of claims experience used by Hay Group in their Benefits Pricing Model

Clinical Cost Drivers - 2008

• **Top 5 Diagnoses account for 52% of total medical cost**

Key Diagnosis	Facts	% High Cost (>\$50K)
Musculoskeletal System	Highest overall cost; Back pain is 57% of this cost; 59% is the employee	35%
Neoplasms	Highest increase in number of claimants	61%
Circulatory System		37%
Injury/Poisoning		29%
Respiratory System	Asthma – 49% children	19%

Cost by Benefit Type

- Inpatient Hospital Room & Board
 - 2007 - \$1.3 M
 - 2008 - \$3.3 M
- Hospital Admits per 1000 members
 - 2007 - 58.3 (4817 members)
 - 2008 - 57.7 (4919 members)
- Hospital Days per 1000 members
 - 2007 - 205.5 (4817 members)
 - 2008 - 312.3 (4919 members)
- ER Events – increased 3.4% from 2007
- Primary Care Visits – increased 1.8% from 2007

Recap of Plan Year 2008 and 2009 YTD

- Large claims
 - 2008 had an unusually high number of high costs claimants
 - Continuing to pay claims in 2009 for claims incurred in 2008
 - Ongoing claims for several of the high costs claimants in 2009
 - Beginning with Plan Year 2009, moved our Stop Loss provider to UHC so that claims reaching \$150K would be capped instead of City paying claims over \$150K and waiting on reimbursements

Recap of Plan Year 2008 and 2009 YTD

■ Subsidy levels

- Plan Year 2008 – 93% subsidy level for both employees and dependents
- January 2009 – moved to 93% for employees / 85% for dependents
- March 2009 – City contributions increased resulting in 94% subsidy for employees / 87% for dependents

Wellness Initiatives

- Several years ago the top cost driver was cardiovascular diagnoses
- Wellness initiatives in cooperative efforts with Medical Center Plano has reduced the incidence and percentage of cost to the plan related to this diagnoses
- Wellness initiatives in cooperation with MCP and UHC will focus on these key cost drivers

Opportunities

- Continue to focus Wellness initiatives around cost drivers
- Continue to implement contribution philosophy and introduce benefit changes which share larger % of total cost with the employee
- Explore additional Medical plan offerings that provide real choices for employees in benefits provided and cost
- With consistent subsidy provided by City regardless of plan elected by the employee
 - Buy up from Core Plan
 - Buy down from Core Plan
- Explore options to move non-medicare eligible retirees to fully insured product to further reduce claims exposure and GASB liability

MEMORANDUM

DATE: JUNE 11, 2009

TO: THOMAS H. MUEHLENBECK, CITY MANAGER
FRANK TURNER, DEPUTY CITY MANAGER

FROM: LIZ CASSO, HERITAGE PRESERVATION OFFICER

SUBJECT: INTERIM PROPOSAL OF PRESERVATION PLAN UPDATE

Attached please find the staff report and Preservation Plan Outline and Preliminary Proposals for consideration by the City Council at its June 22, 2009, preliminary meeting. Chairman Brian Chaput and other members of the Heritage Commission will participate in the presentation to Council. Over the past year, the Commission and staff have been working on updating the Preservation Plan to improve its relevance and effectiveness. The intended result is a document that reflects the continued evolution of Plano as a community and heritage preservation's role in it. The Preservation Plan will combine a long-term vision for the future with near-term activities that will facilitate the future accomplishment of expectations identified in the document.

The proposed Preservation Plan is divided into six (6) chapters. Chapter 1 consists of an overview of heritage preservation and Plano in general, and has been drafted in text form to provide a clear understanding of the proposed foundation of the plan. The remaining five chapters are drafted in outline form to give the reader an understanding of the direction the plan will take.

The Heritage Commission feels that the proposed outline provides an opportunity to discuss broad philosophical matters and establish parameters for moving forward and developing specific strategies. At the Planning and Zoning Commission's June 1st meeting, Heritage Commission members and staff presented the Preservation Plan Outline and Preliminary Proposals for input and guidance. Guidance from the City Council at this meeting will further enhance the efforts of the Heritage Commission and staff to produce a useful document that represents the city's long-term approach to preservation matters. It is our goal to complete the final draft by October of this year.

The Heritage Commission seeks the Council's direction on the following issues:

- Does the proposed vision and key factors effectively address the role of heritage preservation in the city's continued growth and development?
- Are there other issues or concepts that the council would like to see addressed in the plan update?

Please let me know if you need additional information.

XC: Phyllis M. Jarrell, Director of Planning

CITY OF PLANO
PLANNING & ZONING COMMISSION

June 1, 2009

Agenda Item No. 7

Discussion & Direction: Interim Proposal of Preservation Plan Update

Applicant: City of Plano

DESCRIPTION:

Request from the Heritage Commission and city staff for input on the proposed outline and preliminary text for Chapter I of the proposed update of the city's Preservation Plan.

BACKGROUND:

The Preservation Plan was first adopted in 1981 following the establishment of Plano's first Preservation Ordinance in 1980. It was updated in 1986, 1992, and 2002. The proposed update of the Preservation Plan is intended to result in a dynamic document that reflects the continued evolution of Plano as a community. The Preservation Plan should serve a similar capacity for heritage preservation as the Comprehensive Plan does for the overall growth, development, and redevelopment of Plano. It should combine a long-term vision for the future with near-term activities that facilitate the future accomplishment of loftier expectations.

Previous plans have almost always focused on identifying and evaluating prospective heritage resources without necessarily establishing their connection with current and future planning and development trends and conditions. Will significant changes in the area's development patterns result from the economic downturn, limited availability of traditional energy resources, and increased sustainability efforts? How can heritage preservation play a significant role in these shifting paradigms? These questions reflect the challenge of defining the role of heritage preservation in Plano's continuing evolution as a community.

ORGANIZATION AND FOCUS OF PROPOSED PLAN:

Chapter I: Overview

The Heritage Commission (HC) supports the notion of establishing a common philosophy or understanding of heritage preservation in Plano's future. Unlike the other chapters, Chapter I has been drafted in text format to provide a clear understanding of the proposed foundation of the plan. Except for a small portion of Chapter II, the remaining chapters are in outline form with a series of questions that will be utilized to define expectations and identify weaknesses that require additional study.

Chapter II: Context

Chapter II will identify the major challenges and opportunities impacting preservation efforts; summarize the major development eras that have impacted the character and form of the community over time; and explain the current public and private efforts that comprise Plano's preservation program.

Chapter III: Plano's Major Historic Assets

Chapter III summarizes current districts and individually designated resources. It also addresses properties and groups of properties that may have the potential for designation in the future.

Chapter IV: Current Conditions/Future Considerations

Chapter IV summarizes the regulations, incentives, and programs that can be used to promote restoration and preservation. It also reviews the resource inventory and prioritizes their potential for designation.

Chapter V: Strategic Framework

Previous preservation plans included recommendations for implementation, but they did not clearly define a process for making decisions, developing policies, and creating programs. Chapter V will provide an objective basis for future actions relating to heritage preservation.

REMARKS:

The HC and staff are developing a Preservation Plan that is different than most plans utilized by cities across the country. Preservation plans typically start with a detailed analysis of historic and potentially historic properties and then address the "big picture." This outline proposes developing the Preservation Plan in a manner similar to that used to prepare the Comprehensive Plan. It starts with a vision and general principles before delving into details of individual properties.

The HC feels that the proposed outline provides an opportunity to discuss broad philosophical matters and establish parameters for moving forward and developing specific strategies. Guidance from the Planning & Zoning Commission (P&Z) at this meeting and the City Council (in late June) will enhance the efforts of HC and staff to produce a useful document that represents the city's long-term approach to preservation matters. The final draft should be available in October of this year.

RECOMMENDATIONS:

The HC seeks input from P&Z based on the following questions:

1. Does the proposed definition of heritage preservation provide an effective “lead-in” to the document?
2. Does the proposed vision present a reasonable scenario of Plano and how it will function in 20 years?
3. Are there other challenges and opportunities that need to be addressed?
4. Section D of Chapter IV contains a series of questions about “Emerging Factors.” Would P&Z like to answer any of these questions or identify other questions that would be helpful to define key factors related to the creation of an effective Preservation Plan.
5. Does the “Strategic Framework” provide a reasonable approach for developing guidance measures?

CITY OF PLANO
PRESERVATION PLAN UPDATE
Outline and Preliminary Proposals
(Includes Draft Text for Chapter I & II-A)
(Approved by Heritage Commission - 4/28/09)

CHAPTER I: OVERVIEW

The Preservation Plan is the guiding document for the City’s heritage preservation program and related activities. It functions in conjunction with documents such as the Comprehensive Plan, the Zoning Ordinance, the Building Code, the Preservation Ordinance, and the Preservation Tax Exemption Ordinance. This chapter of the plan introduces the concept of Heritage Preservation as a key component of Plano’s future as well as a link to its past. The following topics are highlighted in the Overview Chapter:

- A. *The Message* - Defining Heritage Preservation
- B. *The Purpose* - Planning a Future with Roots from the Past
- C. *The Vision* - Defining Plano’s Potential
- D. *The Goals* - Framing the Vision

Section A - The Message - Defining Heritage Preservation

Heritage preservation is the process of passing on a community’s significant attributes from one generation to the next. These attributes include more than buildings and places; they are also the values, traditions, and other human qualities that shape our surroundings over time. In the purest sense, these attributes would be considered our “inheritance” and we, in turn, would be obligated to embrace and protect them. In reality, successful preservation programs combine social, economic, and cultural factors into a creative, practical, and ongoing process. Heritage preservation is more than simply recording a community’s history or keeping older buildings intact; it is the continued commitment to ensuring that physical and nonphysical attributes are preserved and defined so that future generations understand how yesterday impacts today, and how today may impact tomorrow.

Preservation activities become an even greater priority in cities and towns where residents may not be intimately familiar with the attributes that have defined them over time. Most Plano residents are products of its fast-paced growth in the past three decades. It may be difficult for residents to connect with Plano’s past because they have spent most of their lives in other places, or because they do not live nearby, or regularly travel through the historic center of Plano. A carefully planned and implemented preservation program should help retain visual character, complement economic development, and enhance community pride.

Section B - Purpose - Planning a Future with Roots from the Past

Plano's Preservation Plan is intended to guide the preservation efforts and provide for their integration into the broad range of plans, programs, and activities that shape the community over time. It provides for the utilization of significant heritage resources as catalysts for community and economic development activities and programs. It recognizes that Plano's transition from a growing to a maturing community is shifting emphasis away from new development on large vacant tracts of land to infill and redevelopment. The Preservation Plan should be viewed as an instrument for ensuring that old and new buildings are utilized in a manner that properly respects the past and the future. The objectives and strategies of the Preservation Plan are intended to serve as a framework for making decisions and establishing programs that are influenced by both the tangible and intangible attributes of Plano's heritage.

Section C - Vision - Defining Plano's Potential

It is important to understand the factors that have lead to Plano's growth, development, and evolution as a community when defining a process for future preservation efforts. It is also critical to establish a reasonable scenario for how Plano may evolve over the next 15 - 20 years, and how further changes may impact heritage preservation goals and strategies.

Plano's explosive growth in the last four decades of the 20th century has been well documented, as has its transition from a rural town to a residential suburb to a major economic center to a "first tier" city within the region. Growth has slowed considerably and undeveloped land is in short supply, but development pressure is likely to remain. The Dallas-Fort Worth region is projected to absorb another 3 million residents by 2030. The availability of fossil fuels, federal air and water quality mandates, and the composition of the population will require alternatives to the low density suburban development patterns that have dominated the region for over 50 years. Some cities like Plano, with strong economic bases and reasonable commuting distances to Dallas, are turning to higher density, pedestrian-oriented neighborhoods that combine opportunities for residence, work, recreation, entertainment, and shopping into a compact cohesive environment. Whether classified as "mixed-use," "traditional neighborhood" or "urban center" projects, they represent a departure from the customary suburban zoning patterns that separate residential and nonresidential uses, and rely almost exclusively on the automobile for circulation.

Plano's primary development pattern has been established by a system of six-lane arterial thoroughfares running east/west and north/south at approximate intervals of one mile. The intersections of these local thoroughfares often accommodate commercial, office, and multi-family residential complexes. The interiors of the one square mile neighborhoods created by the thoroughfare grid typically consist of low density single family residences.

Major development corridors created by the four regional expressways that serve Plano are also major factors in defining Plano's development pattern. The access, visibility, and sheer volume of traffic generated by these corridors differentiate them from other parts of Plano. They have long attracted major retailers and restaurants, and are now being considered for high density multi-family development.

The emergence of these development factors does not mean that Plano's neighborhood grid pattern will diminish in significance. It means that other development forms are likely to coexist and evolve into a multi-faceted physical environment. Below are statements that define a practical, yet forward-looking vision of Plano's 2030 physical composition and character:

- 1. Development Pattern** - Plano's basic development pattern will still be defined by the grid system of major thoroughfares, low density residential neighborhoods, and more intense development along regional expressways. There will be more mid- and high-rise buildings in the expressway corridors, and mixing of residential and nonresidential uses in pedestrian oriented settings. Downtown Plano will have as many 3-4,000 residents within a ½ mile radius of DART Transit Station. The area around the Parker Road Station will include high-rise housing and commercial development that will gradually decrease in height and density toward the south and then increase in density and height near the Downtown Station. Many of the strip retail centers and turn of the century big box stores will be replaced by low- and mid-rise development nodes at the intersections of major thoroughfares. These new nodes will consist of small mixed-use centers with taller building located adjacent to the major thoroughfares and decreasing heights closer to existing neighborhoods.
- 2. Transportation System** - Although the basic surface street system will remain intact, sleek new buses could be sharing the roadways with automobiles, and will even have priority over personal vehicles. Primarily travelling east to west, they will connect rail stations in eastern Plano with a new north-south rail line near Plano's western boundary. Medium- and high-density development nodes could become primary stopping points for a new "bus rapid transit" system.
- 3. Gathering Places** - The pedestrian oriented environments created by these multi-sized centers will provide the opportunity to create special gathering places and focal points for social interaction. Public art and special streetscape treatments could further enhance these special places. Places

where people congregate, socialize, relax, or just wait for a bus or train present opportunities to educate, enlighten, and amuse those who live in, work in, or visit the community. It may be possible to incorporate statues, information kiosks, plaques, and interactive displays to tell the story of Plano. Individuals following their daily routines would be able to connect with Plano's heritage and take pride in what it was and what it has become.

4. **Redevelopment/Revitalization** - In 2030, Plano may have very few undeveloped tracts of land, but it will remain a vibrant, evolving community. It will be continually "reinventing" itself to meet the challenges and opportunities presented by regional growth and new technologies. Will this mean that redevelopment will continually eliminate valuable heritage resources to accommodate the latest development or market trend? Not necessarily. With proper planning and preparation, it will be possible to strike a balance between progress and heritage preservation. A clearly defined preservation process will help stakeholders determine what is meaningful or not. There will be a combination of individually preserved heritage resources, heritage districts, and less restrictive conservation districts in locations across Plano that actually stimulate the productive redevelopment and/or adaptive reuse of nearby properties. Plano will have well-defined expectations that encourage creativity in design while promoting compatibility and connectivity. Reproducing or mimicking historic structures with new ones will be an unacceptable practice. Instead architects will be encouraged to utilize the basic characteristics, shapes, arrangements of features, and orientations that identify surrounding structures.

In addition, "preservation" will not mean designating block after block and subdivision after subdivision of houses as soon as they turn a certain age. Age will not be an automatic determinant of historic value. Architectural design and/or style will not necessarily ensure designation or the commitment of incentives in return for their continued existence. Plano will be selective and resourceful in the way it identifies and protects valuable connections with its heritage.

5. **Sustainable Practices** - The positive results of the City's Sustainability Program initiated in 2007 will be evident throughout Plano. Innovative "Green" Building practices will be common in new construction to save energy, and expand the use of recycled and renewable materials and resources. The preservation and reuse of historical assets will be an integral part of the sustainability process. It may seem more practical and cost efficient to demolish and replace older structures with modern, more energy efficient buildings. With proper renovation and energy saving practices, historic resources can contribute to sustainability efforts.

Section D - Goals - Framing the Vision

The basic framework for making the above “Vision” a reality is represented by the following goal statements:

1. Create a community of residents that are knowledgeable of Plano’s past, strongly connected to the heritage passed down from previous generations, and committed to extending these same attributes to future generations.
2. Develop a well-informed base of owners of heritage resource properties or those with potential for designation that understand the value in preserving historic assets.
3. Establish a resource identification program and process that provides clear direction when considering Heritage Resource designation.
4. Create an effective process for periodically evaluating, updating and expanding Plano’s inventory of existing and prospective Heritage Resources and Districts.
5. Balance preservation and redevelopment opportunities by utilizing heritage resources as catalysts for enhancing Plano’s economy and quality of life. Establish a responsible and compatible relationship between infill and redevelopment projects and nearby properties.
6. Ensure that the rehabilitation and restoration of heritage properties respects the original character of those properties and their surroundings.
7. Create an effective, multi-faceted approach for expanding the knowledge, understanding, and connection of each generation of Plano residents for the physical and non-physical attributes of the community’s heritage.
8. Make heritage preservation an integral component of the community’s sustainability efforts.

9. Ensure that city ordinances, policies, and practices remain consistent with and responsible to heritage preservation efforts.

CHAPTER II – CONTEXT

Section A - Challenges and Opportunities

Like programs across the country, preservation in Plano is affected by various challenges and opportunities. Several of them are cited below:

1. Challenges

- ◆ Limited Heritage Resources - Although Plano has 260,000± residents, its historic properties are relatively limited because more than 98% of its population is the result of development that has occurred since 1960. This increases the level of foresight and proactive efforts needed to provide for the preservation of existing and future resources. Effective preservation will require an approach that balances creativity with practicality.
- ◆ Infill and Redevelopment - As available land continues to be developed, redevelopment of existing properties and infill development utilizing “left-over tracts” surrounded by existing development might threaten current and future heritage resources. With proper planning and foresight, infill and redevelopment can be combined with heritage resources to create unique and vibrant environments.

- ◆ Plano's Geography - Downtown Plano and surrounding neighborhoods contain most of the community's existing and potential heritage resources. The vast majority of Plano residents live, work, and shop in other locations, and do not have frequent contact with these historic areas. Public awareness and education efforts are essential to remind residents of Plano's rich history.
- ◆ Lack of Large, Active Preservation Groups - A number of local organizations are actively involved in focused preservation activities; but no single entity such as a Historic Preservation Society currently functions as a broad based, "grass roots" community preservation catalyst and organizer.
- ◆ Limited Private Investment in Preservation Programs - Except for property owners who restore and preserve individual properties, private investment in preserving Plano's past and promoting its heritage is generally limited to organizations that receive the vast majority of funds from the City of Plano through its annual Heritage Preservation Grant program. In recent years, the number of applicants and sizes of requests have increased significantly. Last year, requests exceeded available funding by more than 40%, and this trend is likely to continue. Non-public sources will need to be identified and utilized in the future.
- ◆ Prospective Heritage Resources - As Plano continues to mature as a community, other properties and districts will increase in historic significance, and appropriate measures to recognize and preserve them will be necessary. Age, in itself, has a very small role in establishing historic value of a property. The community must clearly define the determinants of heritage and ensure that they are applied in an equitable and consistent manner.

2. **Opportunities**

- ◆ Significant Public Investment in Preservation - The City of Plano's commitment to heritage preservation is represented by its annual reservation of a portion of Hotel/Motel Tax Receipts for Heritage Preservation activities. Since 1984, the City, Plano Independent School District, Collin County, and Collin College District have combined to provide partial tax exemptions to owners of designated and contributing Heritage Resources to accommodate ongoing maintenance and restoration.
- ◆ Ongoing Restoration of Individual Heritage Properties - The number of restored properties continues to increase as more home and business owners recognize the special attributes of heritage resources. There have also been two new homes built on vacant lots in a residential district that reflect the geometrical and architectural features of their surroundings.
- ◆ Nonprofit Historic Museums - There are two, and soon to be three, historic museums with regular operating hours serving the community. They provide important opportunities for children and

adults to learn about Plano's heritage and how the community has evolved over time.

- ◆ Heritage Preservation Program - The City has one full-time preservation planning position devoted to the program. Other positions in the Planning Department also contribute to the program as needed. In addition, the Building Inspections and Property Standards Departments also collaborate with the Heritage Preservation Officer to ensure preservation related matters are addressed consistently and effectively.

Section B - Plano's Development Eras

Since settlement in the area now encompassed by the City of Plano began in the mid-1800's, the community has evolved through several development eras. The most notable are identified and described below:

1. Early Development (1840-1860)
2. Civil War Era (1860-1870)
3. Victorian Era (1870-1900)
4. Turn of the Century (1900-1930)
5. Depression Years (1930-1945)
6. Post World War II Era (1945-1965)
7. Bedroom Suburban Boom (1965-1985)
8. Economic Transformation (1985-2000)
9. Inner-ring Suburban Era (2000- Present)

Section C - Plano's Current Preservation Program

Plano's preservation program began officially in 1980, with the adoption of the Historic Landmarks Ordinance and has also evolved over the years. Its major components are described below:

- 1.
 - 2.
 - 3.
 - 4.
 - 5.
 - 6.
 - 7.
 - 8.
-
-

CHAPTER III - PLANO'S MAJOR HISTORIC ASSETS

Below is a general description of Plano's key historic assets at this time:

Section A - Designated Heritage Districts

1. Original Business District (Downtown Plano)
2. Haggard Park

Section B - Individually Designed Heritage Resources

- 1.
- 2.
- 3.

Section C - Potential Heritage Resources

1. Potential Districts
2. Potential Individually Designated Heritage Resources

Section D - Plano's Historic Cemeteries

CHAPTER IV - CURRENT CONDITIONS/FUTURE CONSIDERATIONS

Section A - Officially Recognized Heritage Resources

1. Heritage Districts
2. Individually Designated Properties - composition and locations
3. Conservation Districts
4. Guidelines and standards associated with each
5. How effective are the current tools and programs used to preserve these resources?

Section B - Resource Inventory

1. Reorganize and update 2002 inventory
2. Prepare a property age map
3. Conduct "windshield survey" of selected 1940's-60's developments
4. Conduct follow-up analysis as needed.
5. Review in accordance with architectural and development eras.
6. What undesignated properties or groups of properties seem to be the most critical to preserve? How significant will the impact of losing these properties have on preservation in Plano.
7. What reasonable and helpful approaches might the City take to encourage property owners to consider designation?

Section C - Public Awareness/Involvement

1. What current programs are in place and whom are they targeted toward? What impact are they having on the community?
2. What are the gaps in terms of the reaching the overall cross-section of Plano's residents. What are the gaps in terms of valuable programs and services that are unavailable?
3. How many persons are actively involved in these organizations? How much more could they accomplish with more participants?
4. Would joining together in some form increase the number of persons that are reached by the various preservation programs?
5. Are there private organizations and businesses that might sponsor or donate funding to one or more of these nonprofit groups? Is a comprehensive approach needed to reach out to these potential funding sources?
6. Is there an appropriate role that Heritage Commission can play in this effort without compromising its role as a reviewer grant applications. Certificates of Appropriateness, and Heritage Designation?

Section D - Emerging Factors

1. As the availability of land for new development continues to diminish, infill development of "left-over" sites and demolition and redevelopment of existing properties will become fairly common and necessary practices? Short of designating properties without the owners consent, how can the City mitigate the impact of infill and redevelopment on its historic assets? Can incentives like increased height and density of an adjacent non-historic property be granted in return for preserving a heritage resource?
2. The concept of "New Urbanism" essentially provides for the integration of places to live, work, shop, and recreate in pedestrian oriented environment. We are currently witnessing the transformation of the downtown area into an Urban Center in proximity to a transit station. This type of urban center is commonly referred to as a Transit-Oriented Development (TOD). It has increased the hours of operation of downtown businesses, added more than 500 residential units, and created a more active and interesting environment, while still keeping Plano's original business district intact. Are there other locations where new urbanism might be applied and not result in the loss of existing historic assets?

3. Cities across the country are trying to determine the role that post World War II subdivisions and shopping centers could assume, along with efforts to redevelop properties for more modern and efficient buildings. How can the City of Plano take a balanced approach that encourages redevelopment of outdated, inefficient properties while preserving significant historic assets? Do these two objectives have to be mutually exclusive?
4. The term “Conservation District” applies to locations where restoration of structures to their original appearance may not be feasible. Instead, a series of common design standards are established to ensure the additions to existing structures or the construction of new buildings are consistent in basic form and symmetry. Although not officially called a Conservation District, the Douglass Community is zoned to ensure the height, roof pitches, and materials are consistent with those of existing homes. There is also a requirement for front porches because they have been a major component of the neighborhood for decades. Are there other locations in Plano where a conservation district would be more appropriate than a Heritage Resource District classification? Should provisions be made in the zoning ordinance to formally accommodate them?

CHAPTER - V - STRATEGIC FRAMEWORK

Section A - Policy Documents

1. What changes are needed in current documents such as the Preservation Ordinance, the Zoning Ordinance, and Heritage District Guidelines to make them effective user friendly? How will these changes impact issues identified in the preceding section?
2. Are there new documents that should be produced to address a specific topic or provide an overview of key information for owners of Heritage Resources?

Section B - Promoting Preservation and Reinvestment in Historic Assets

1. Plano offers a tax exemption program that includes all four taxing entities. Very few cities have such a comprehensive program. Is there a need to change the percentages or the basic format of the ordinance?
2. Are there other incentives that the City should consider?
3. What steps should the City take to make property owners aware of the significance of Heritage Resource Designation and the incentives available to participating property owners?

Section C - Identifying Prospective Heritage Resources

1. What are critical determinants of local historic significance? There are a number of possibilities cited in the Preservation Ordinance to consider designated a property. Which of them should take precedence over others? Are there important determinants that need to be added to the ordinance?
2. Is there need to establish greater consistency in the determination of which properties are historically significant and which are not? Should this be accomplished through changes to the Preservation Ordinance or a Policy Statement in the Preservation Plan?
3. What can be done to identify and recognize properties that have the potential for state and national designation? Should there be additional incentives for those properties that receive state and national designation?

Section D - Preservation and Other City Goals

1. How can heritage preservation be used as an important economic development tool? Does it significantly impact certain sectors of the economy like tourism and entertainment?
2. How does historic preservation contribute to the City's urban design objectives? Is it a significant factor in establishing a strong sense of place and an emotional attachment to the community?
3. Can the preservation and promotion of the City's heritage be a source of civic pride and strengthen its image and identity? If so, what steps should the City take to ensure that its historic assets are not only preserved, but are commonly known to all its residents?

Section E - Community Outreach

1. Trips to the Heritage Farmstead Museum and the Interurban Museum are a part of PISD's elementary school curriculum. Is this the primary age group that participates in learning about Plano's history? How can Plano's Heritage Resources be marketed to the community, as a whole and persons of all ages and backgrounds?
2. Are more promotional efforts required such as brochures and similar materials, interactive programs, and regular presentations highlighting Plano's past?

CHAPTER VI - SUMMARY

1. Restate preservation's role in the City's future. What are the key points that you want the readers to remember?
2. What are the responsibilities of the public and private sectors in meeting the challenges and opportunities of Heritage Preservation in Plano?
3. How will the City generally respond to balancing preservation with opportunities for infill development, redevelopment, and density increases?

4. What initial steps are necessary to move Plano's Heritage Preservation Program in the right direction?
-
-



Transportation Engineering Division

Transportation Mobility / Safety Report

May 2009

- Traffic Signals
 - ✓ **Developed AM peak timing plan for Hedgcoxe Road**
 - ✓ **Developed AM-peak timing plan at Avenue K and Legacy Drive**
 - ✓ **Developed PM peak timing plan at Communications and Parker**
 - ✓ **Developed new off-peak timing plan for Legacy Drive at Red River Road**
 - ✓ **Changed night-flash time at Legacy and Preston Meadow**
 - ✓ **Changed westbound left-turn signal sequence at Custer Road and SH-121**
 - Ohio Drive @ SH 121 – Construct New Traffic Signal (**delay due to obtaining electrical service**)
 - Dominion Prkwy @ Hedgcoxe – Design New Traffic Signal (5% completed)
 - Dominion Prkwy @ Headquarters – Design New Traffic Signal (5% completed)
 - Parkwood Blvd @ Windhaven Prkwy – Design new traffic signal (**85%** completed)
 - Midway Road @ McKamy Trail – Design New Traffic Signal: (95% completed)
 - Razor Road @ McDermott Road - Design New Traffic Signal (75% completed)
 - Razor Road @ Ohio Drive - Design New Traffic Signal (60% completed)
 - Traffic Surveillance Camera Restoration Project (70% completed)
 - Completed **2** As-built signal plans

- Traffic Safety:
 - ✓ **Infinity Avenue at Elijah Drive - Request for a stop sign – Installation scheduled**
 - ✓ **Jomar Drive at Linda Lane - Request for stop sign – Installation complete**
 - Pasquinelli Subdivision - Request for stop signs – **Installation completed.**
 - Avignon / Windhaven Subdivision - Request for stop signs – **Installation completed.**
 - Wimbledon Lane/Garner Lane - Request for stop sign – **Installation scheduled**
 - HAL/HARS 2008-2009 project list (**70%** completed)
 - City-wide Speed Zone Survey Project: (60% completed)
 - Reviewed **26** temporary traffic control plans for utility work in city right-of-way
 - Speed trailer deployment – **Santana Lane between Stilwell Road and Mission Ridge Road. Coffeyville Trail between Rainier Road and Chinaberry Trail**

- PISD/FISD
 - Implementing school zones for PISD summer school - **Ordinance passed by City Council implementing 43 summer school speed zones at 19 campuses.**
 - Anderson Elementary School (Independence Prkwy @ Oakland Hills Drive) – Request to remove existing school zone; Study completed. Removal recommended. Waiting on FISD response to recommendation
 - Andrews Elementary School (Scenic Drive @ Sutherland Lane) - Request for All-Way Stop; Study in progress
 - ✓ **Carlisle Elementary School: Request for a No Left-Turn sign on Old Orchard Drive – Request denied**
 -
 - Clark High School (Spring Creek Parkway @ Eagle Pass) - Request for pedestrian signals; Study in progress
 - Christie Elementary - Request to install a Do Not Block Driveway sign on Rainier Road – **Installation completed.**
 - Forman Elementary School
 - (Hendrick Drive @ Timberline Drive) – Request for All-Way Stop; Study in progress

- Request for review of pick-up/drop-off operation impacts on Hendrick Drive - Principal to advise staff and parents where not to park before/after school hours.
 - Request to extend afternoon school zone hours on Shiloh Road – **Ordinance being prepared for City Council consideration.**
 - **Hedgcoxe Elementary - Request to add No Parking signs (Prescott Dr) – Approved.**
 - Jackson Elementary: Request for No Parking signs, crosswalks, and removal of existing No Parking signs on streets abutting the school (Jackson Drive, Colchester Drive, Jomar Drive) – Review in progress.
 - Jasper High School (Archgate Drive w/o Alcove Lane) - Request for *No Parking* zone; Request approved; Ordinance under development.
 - McCall Elementary - Request to modify the time restriction for No Left Turn signs on Cloverhaven Way at the school driveway – Review in progress.
 - - Request for crosswalks across Cloverhaven Way – **Approved**
 - - Request to allow parking on Cloverhaven Way – **Request withdrawn.**
 - Rice Middle School (Independence Parkway @ Russell Creek Drive)
 - Request to change time of school zone. **Ordinance being prepared for City Council consideration**
 - ✓ **Sigler Elementary - Request to review the school zones on Alma Drive at 15th Street and Alma Drive at Plano Parkway – Review in progress.**
- Safe Streets Program (SSP)
 - Belgium Drive – **Qualification study failed to meet minimum criteria**
 - Harrisburg Lane/Sutherland Lane – **Petition process completed and heavy enforcement underway**
 - Micarta Drive – **Permanent Plan fails due to insufficient voting response**
 - Oklahoma Avenue – **Heavy enforcement underway**
 - Old Orchard Drive - **Qualification study failed to meet minimum criteria**
 - Robinson Road – Permanent Plan **approved**
 - Russell Creek Drive East of Independence Parkway – Permanent Plan **approved**
 - Scenic Drive – **Qualification study failed to meet minimum criteria**
 - Woodburn Corners – **Petition process completed and heavy enforcement underway**
- Participating neighborhoods active in the program
- Denham Way: Comment Forms received back from residents
 - Harrisburg Lane from Custer Road to Sutherland Lane – Heavy enforcement continues.
 - Merriman Drive neighborhood streets – Petition process pending.
 - Micarta Drive – Permanent Plan **failed to pass.**
 - Oklahoma Avenue – Heavy traffic enforcement continues.
 - Robinson Road: Permanent Plan **approved**
 - Royal Oaks Drive: Permanent Plan ballot packets to be mailed **6/09**
 - Russell Creek Drive (East of Independence Parkway): Permanent Plan **approved**
 - Sutherland Lane (Scenic Drive to Homestead Lane) – Project combined with Harrisburg Lane Project
 - Teakwood Lane (Custer Road to Roundrock Trail) – Petition process pending
 - Wesson Drive (Savage Drive to Walters Drive) – Petition process pending
 - Woodburn Corners: Heavy enforcement continues
- Long Range Planning:
 - Attended monthly DRMC, RTC, TAC, STTC, and ITE meetings



COMPREHENSIVE MONTHLY

finance report

2009 **may**



CITY OF PLANO



ABOUT THIS REPORT

The City of Plano Finance Department is dedicated to excellence in local government, comprehensive fiscal management, compliance and reporting. The Comprehensive Monthly Finance Report (CMFR) is a unique document, directed at providing our audience (internal and external users), with the general awareness of the City's financial positions and economic activity.

This report is comprised of four sections:

1. The **Financial Analysis** reports the performance of the major operating funds of the City. Narrative disclosures are used to highlight any significant changes or fluctuations.
- 1A. The **Financial Summary** provides comparative data for major revenue sources and expenditure items.
2. The **Economic Analysis** section contains a summary of the key economic indicators and an in-depth review with graphic illustrations.
3. The **Investment Report** provides a description of investment activity during the month and a summary of interest earnings.

We would like to acknowledge those responsible for this report: Steve Okunfulure for the Financial Summary, Brianna Alvarado and Myra Conklin for the Economic Analysis Report, Quarterly Hotel/Motel Report and the Investment Report.

The CMFR is intended to provide our audience with a timely, unique and informative document. Please provide us with any comments or suggestions you may have and should you desire additional information, feel free to contact my office.



Denise Tacke
Director of Finance
P.O. Box 860358
Plano, TX 75006-0358
972-941-7135

This page intentionally left blank



SECTION 1

FINANCIAL ANALYSIS

City of Plano
Comprehensive Monthly Finance Report



This report is designed for internal use and does not include all the funds and accounts included in the City of Plano's operations. For a complete report, refer to the City of Plano Comprehensive Annual Financial Report, available through the City's Finance Department.



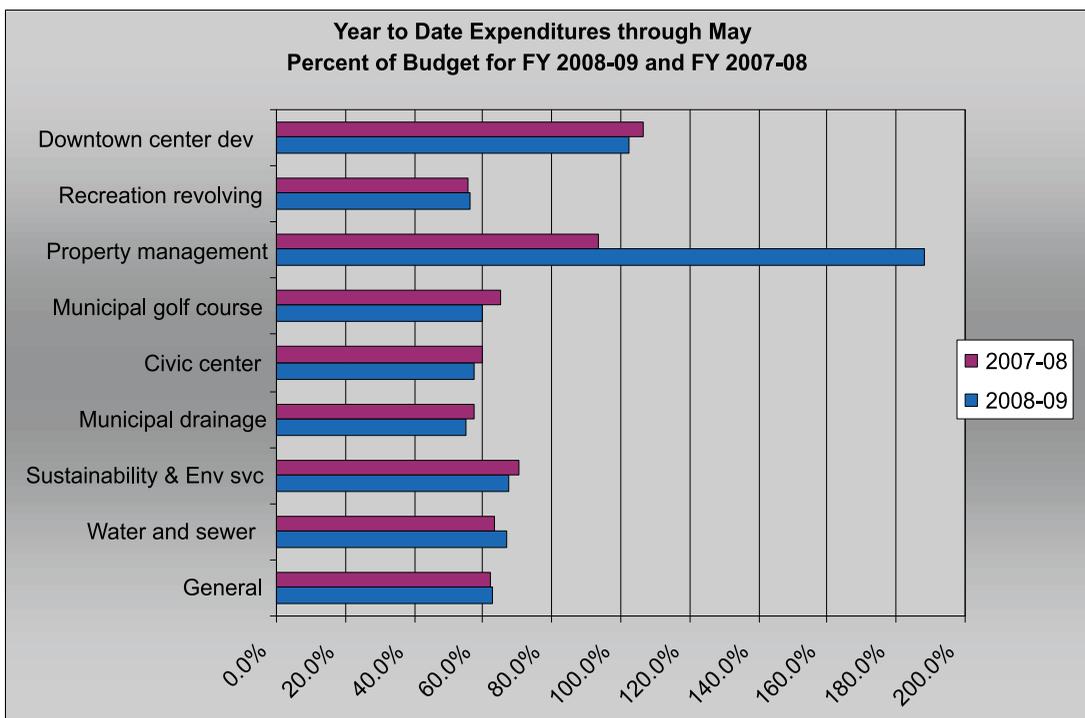
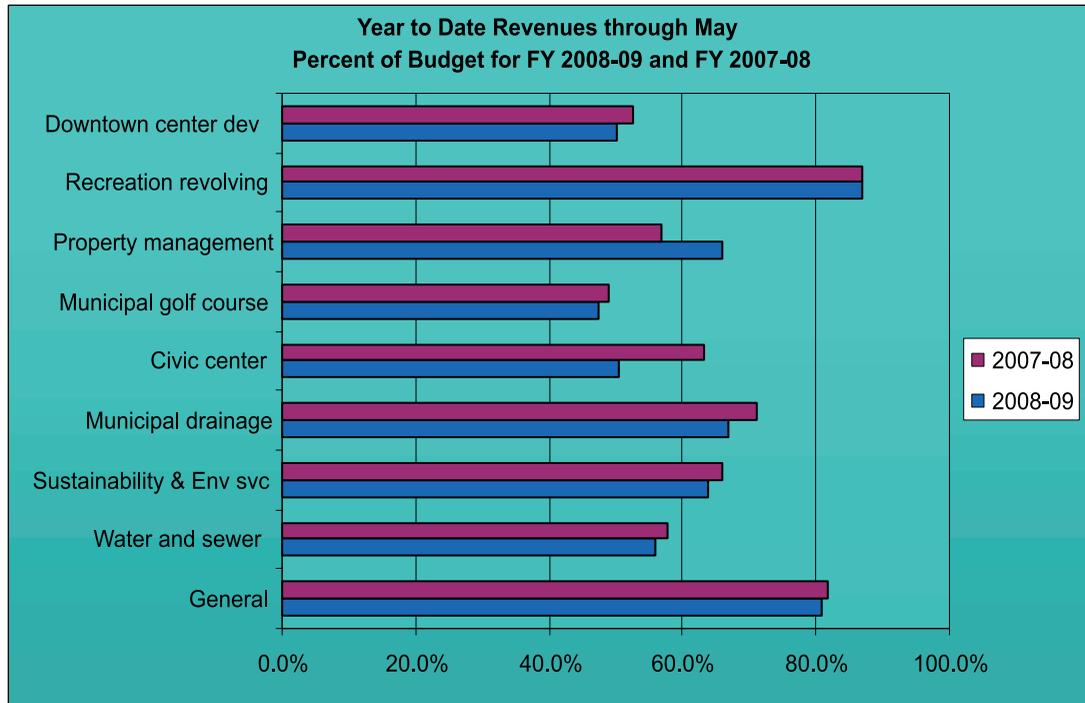
REPORT NOTES MAY, 2009

The information represented in this report provides a summary of the General Fund and Business-type revenues and expenses which offers readers an overview of the City of Plano's finances.

This section compares year to date activity in the current fiscal year to the same time period in prior year. Please note that beginning fund balances in all funds are subject to final audit adjustments.

The graphs below represent year to date revenues and expenses as a percent of budget comparing the current and prior fiscal years.

HIGHLIGHTS OF GENERAL FUND VARIANCES



REPORT NOTES CONTINUED

MAY, 2009

FINANCIAL HIGHLIGHTS

GENERAL FUND VARIANCES

REVENUES

- Ad valorem tax revenue increases over prior year of \$5,033,684 are primarily attributable to an increase in existing property values and new property coming on-line.
- Sales tax revenues decreased over prior year by \$2,752,304 as a result of the declining economy. When comparing the cash received in the months of May 2009 and May 2008, a decrease of 9.2% is noted in sales tax revenues.
- Gas franchise revenues increased over the prior year by \$958,119, as the result of a 1% increase in gross revenues by Atmos Energy.
- Electric franchise revenues are lower by \$121,909 primarily due to a decrease in usage and milder weather.
- Telephone franchise fee revenues increased \$138,314 in the current year due to a migration of people and businesses to smaller providers. The City does not collect franchise fees from digital and cellular users.
- Court fines and forfeitures increased year to date over the prior year by \$1,106,538 as a result of efforts by the Collections Unit, increased case filings, and a successful state-wide warrant round up.
- Due to an increase in the number of new permits and renewals and a yearly fee increase for both residential and business permits effective October 1, 2008, alarm permit revenues increased \$304,075 when compared to prior year.
- Ambulance service revenues increased \$212,345 due to the timing of collections. However, downward trends are noted in patient collections and the volume of ambulance transports.
- Revenues received from Collin County Community College and the City of Allen for shared maintenance costs have increased \$85,819. Prior to September 2008, maintenance costs were accounted for in the Sproles Library Fund. Since that time, maintenance costs are absorbed in the General Fund.
- Revenues generated from issuance of building permits decreased \$420,308 due to an overall decrease in new residential and commercial construction, alterations, remodels and interior finish outs.
- Parks and Recreation athletic field user fees decreased over the prior year by \$101,470. This is primarily due to timing of payments made by youth and adult sports organizations.
- Engineering inspection revenues decreased \$184,226 as compared to the prior year. Several large private development projects are being withheld at this time due to the declining economy. Fewer and smaller projects are being released in the current year.
- Because of the slowing economy and increases in the fee structure, membership to recreation centers has declined. However, membership rate increases resulted in additional general membership revenues of \$118,962. Because they are based on the number of memberships, revenues allocated for equipment replacement decreased \$103,109.
- In the current fiscal year, General Fund departments received reimbursements of \$163,347 for insurance and damages related to accidents involving City fleet and equipment. This represents a decrease of \$102,660 as compared to the prior year.
- Interest income decreased \$1,061,118 due to a decline in the market.

EXPENDITURES

- Personal services increased \$3,574,021 over the prior year primarily due to increases in salary and benefits costs. In addition, General Fund funding for the City's Section 115 Trust began in December 2008 and totaled \$2,616,975. The Trust is required by Governmental Accounting Standards Board Statement (GASB) No. 45, "Accounting and Financial Reporting by Employers for

REPORT NOTES CONTINUED

MAY, 2009

- Postemployment Benefits other than Pensions”.
- Electric payment increases of \$516,626 are attributed to rate changes. Beginning in February 2009, the City's Aggregation Power Project Inc. rates decreased as a result of a new contract.
- Expenditures for interdepartmental water billings increased \$200,298 due to increased consumption as a result of less rainfall in the current fiscal year.
- Transfers to Technology Services increased over the prior year by \$761,463 due to higher costs budgeted in the current year.
- Municipal garage charges to maintain city fleet decreased by \$637,473. The decrease is attributable to lower fuel rates and implementation of new fuel conservation measures.
- Replacement charges for city rolling stock and equipment decreased over the prior year by \$393,765 due to timing differences between when vehicles are received and placed into service.
- The Safe Streets Program experienced a decrease of \$88,410 due to rebidding of the contract in the latter portion of prior fiscal year. Installation delays have occurred as a result of supplier and staffing changes.
- Expenditures and encumbrances for police training decreased \$88,666. Costs are incurred on an “as needed” basis.
- Storage cabinets to house microfilm at the libraries were purchased in the current year at a cost of \$84,604.
- Funding for Urban Grants decreased \$127,353 due to a decline in requested appropriations from community organizations and events.
- The Police department added 7 vehicles to the fleet in prior year at a cost of \$186,276.

BUSINESS-TYPE FUND VARIANCES

WATER & SEWER

- Water and sewer revenues increased over prior year by \$1,785,680 and \$956,881, respectively. Overall water consumption for the current year is up as compared to the same time period in the prior year. Sewer revenues are directly related to water consumption and therefore increased as well. Expenses and encumbrances for maintenance parts for automated meter readers increased over prior year. Of the \$2,700,000 encumbered in April 2008, \$421,447 was spent in the prior fiscal year and \$1,185,758 in the current year. The encumbered balance at may 28 is \$1,082,296. Payments to North Texas Municipal Water District (NTMWD) for wastewater and pre-treatment services and water usage have increased over prior fiscal year by \$1,571,351 and \$891,933, respectively, as these costs are based on contractual amounts.

SUSTAINABILITY AND ENVIRONMENTAL SERVICES

- Commercial franchise fee revenues, which are based upon commercial tonnage disposed, increased over prior year by \$126,934. Residential solid waste revenues are \$411,550 higher than prior year primarily due to an increase in rates for use of 95-gallon carts from \$1.25 to \$15.10 per month. Recycling revenues are down \$369,818 as compared to prior year due to a decline in the recycling market. Sustainability and environmental services department received reimbursements of \$106,215 in insurance and damage receipts due to City fleet being involved in accidents. Expenses and encumbrances increased over prior year by \$386,442. Personal costs increased \$196,754 due to increased salary and benefit related costs as well as funding of the City's 115 Trust of \$73,710. Monthly payments to NTMWD increased \$370,900 over prior year as payments are based on contractual amounts. The contract with Otto Container Management has increased over prior year by \$118,300 primarily due to a fee increase. A new John Deere front end loader was added to the Compost Operations department in the prior year costing \$290,242.

MUNICIPAL DRAINAGE

- Personal services increased \$62,707 over prior year due to an additional position filled, in addition to increased salary and benefit related costs as compared to prior period. Of this increase, year

REPORT NOTES CONTINUED

MAY, 2009

to date funding for the City's Section 115 Trust is \$16,200. Reimbursements to the Utility Maintenance Administration department increased \$15,670 due to the Municipal Drainage Fund covering 50% of a Water Education and Services Supervisors salary.

CIVIC CENTER

- Hotel/motel tax revenues increased \$135,698 primarily due to an increase in hotel/motel tax exemptions in the current year. Inside catering revenues are down \$165,763 compared to prior year. Due to a customer's decision to cancel its annual conference, Plano Centre lost a top revenue-producing event this current fiscal year. Revenue generated from this event last year was approximately \$85,000. Overall, corporations are decreasing their spending as a result of the downturn in the economy which is reducing catering and equipment rental revenues. Expenses and encumbrances decreased \$146,091 compared to prior year. Costs of building design services spent and encumbered to expand the Plano Centre in the current fiscal year are \$179,592. Services have been rendered in the current year to provide a convention hotel and conference center feasibility and market study of which \$71,083 has been paid to an outside firm to conduct the study. The Plano Convention & Tourism department has contracted services to assist in promotional efforts of area events and activities in the current year for \$48,000. Encumbered funds totaling \$197,764 were committed in the prior year for work on expanding the parking lot at Plano Centre. Due to the slowing economy and decrease in revenues generated from corporate events, temporary employee costs decreased \$50,523. Funds spent in the prior year for a replacement phone system cost \$71,582.

GOLF COURSE

- Golf revenues are down as compared to prior year by \$7,950 due to timing of collections. Personal services increased \$18,523 over prior year due to a retiree payout in January of the current year.

RECREATION REVOLVING

- Revenues for recreational classes increased over prior year by \$49,572. Because the Tom Muehlenbeck Center opened in November 2007 an additional month of revenue has been collected from that facility in the current year. Costs for temporary employees increased over prior year by \$34,598 primarily as a result of increased swim programs at the Tom Muehlenbeck Center.

PROPERTY MANAGEMENT

- Rental revenues are down \$12,718 due to Downtown South tenants moving to other properties. Expenses and encumbrances decreased over prior year by \$14,134. Appraisal services were rendered in prior year costing \$3,800 pertaining to Downtown Center South. Contractual services decreased \$6,500 as compared to prior year for a review of a facility located at 925 East 15th Street to evaluate improvements to the storefront and signage of the property.



SECTION 1A

FINANCIAL SUMMARY

City of Plano
Comprehensive Monthly Finance Report



MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH MAY 31 OF FISCAL YEARS 2009, 2008, 2007
 GENERAL FUND

	Fiscal Year	Annual Budget	8 Months Actual	Actual/ Budget	Performance Index
REVENUES:					
Ad valorem tax	2009	\$ 83,068,770	81,323,185	97.9%	146.85
	2008	77,466,721	76,289,501	98.5%	147.72
	2007	69,461,175	68,347,657	98.4%	147.60
Sales tax	2009	57,417,708	39,956,347	69.6%	104.38
	2008	61,181,328	42,708,651	69.8%	104.71
	2007	57,606,179	43,593,433	75.7%	113.51
Other revenue	2009	52,721,887	34,738,115	65.9%	98.83
	2008	48,068,964	33,815,842	70.3%	105.52
	2007	46,258,634	33,819,407	73.1%	109.66
TOTAL REVENUE	2009	193,208,365	156,017,647	80.8%	121.13
	2008	186,717,013	152,813,994	81.8%	122.76
	2007	173,325,988	145,760,497	84.1%	126.14
EXPENDITURES & ENCUMBRANCES:					
Current operating	2009	\$ 201,136,043	126,051,174	62.7%	94.00
	2008	199,162,227	123,284,160	61.9%	92.85
	2007	188,783,677	118,297,914	62.7%	93.99
Capital outlay	2009	2,505,307	1,791,483	71.5%	107.26
	2008	2,254,500	1,992,090	88.4%	132.54
	2007	1,465,905	2,964,437	202.2%	303.34
Total expenditures and encumbrances	2009	203,641,350	127,842,657	62.8%	94.17
	2008	201,416,727	125,276,250	62.2%	93.30
	2007	190,249,582	121,262,351	63.7%	95.61
Excess (deficiency) of revenues over (under) expenditures	2009	(10,432,985)	28,174,990	-	-
	2008	(14,699,714)	27,537,744	-	-
	2007	(16,923,594)	24,498,146	-	-
OTHER FINANCING SOURCES (USES)					
Transfers in	2009	17,634,574	13,797,361	78.2%	117.36
	2008	16,609,119	11,072,746	66.7%	100.00
	2007	16,396,879	10,931,253	66.7%	100.00
Transfers out	2009	(19,678,201)	(13,366,015)	67.9%	101.88
	2008	(21,947,400)	(15,321,800)	69.8%	104.72
	2007	(21,055,472)	(15,546,842)	73.8%	110.76
NET CHANGE IN FUND BALANCES	2009	(12,476,612)	28,606,336		
	2008	(20,037,995)	23,288,690		
	2007	(21,582,187)	19,882,557		
FUND BALANCES-BEGINNING	2009		44,741,546		
	2008		45,683,660		
	2007		48,804,662		
FUND BALANCES-ENDING MAY 31	2009		73,347,882		
	2008		68,972,350		
	2007		68,687,219		

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH MAY 31 OF FISCAL YEARS 2009, 2008, 2007
 WATER AND SEWER FUND

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>8 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Water and sewer revenue	2009	\$ 110,225,529	61,314,722	55.6%	83.44
	2008	96,339,563	55,584,456	57.7%	86.54
	2007	93,433,871	49,782,572	53.3%	79.92
Other fees and service charges	2009	2,572,861	1,652,136	64.2%	96.32
	2008	2,693,389	1,478,336	54.9%	82.33
	2007	<u>2,556,353</u>	<u>1,520,688</u>	59.5%	89.23
TOTAL REVENUE	2009	112,798,390	62,966,858	55.8%	83.73
	2008	99,032,952	57,062,792	57.6%	86.43
	2007	<u>95,990,224</u>	<u>51,303,260</u>	53.4%	80.17
EXPENSES & ENCUMBRANCES:					
Capital outlay	2009	-	82,304	-	-
	2008	1,245,000	187,885	15.1%	22.64
	2007	80,000	152,858	191.1%	286.61
Other expenses & encumbrances	2009	75,009,576	50,080,190	66.8%	100.15
	2008	66,173,780	42,480,950	64.2%	96.29
	2007	<u>63,809,634</u>	<u>39,888,810</u>	62.5%	93.77
Total expenses and encumbrances	2009	75,009,576	50,162,494	66.9%	100.31
	2008	67,418,780	42,668,835	63.3%	94.93
	2007	<u>63,889,634</u>	<u>40,041,668</u>	62.7%	94.01
Excess (deficiency) of revenues over (under) expenses	2009	37,788,814	12,804,364	-	-
	2008	31,614,172	14,393,957	-	-
	2007	32,100,590	11,261,592	-	-
TRANSFERS IN (OUT)					
Transfers in	2009	-	-	-	-
	2008	254,530	169,687	66.7%	100.00
	2007	267,877	178,585	66.7%	100.00
Transfers out	2009	(34,349,069)	(22,899,379)	66.7%	100.00
	2008	(30,888,665)	(20,592,443)	66.7%	100.00
	2007	<u>(30,207,670)</u>	<u>(20,041,801)</u>	66.3%	99.52
CHANGE IN NET ASSETS	2009	\$ 3,439,745	(10,095,015)		
	2008	980,037	(6,028,799)		
	2007	2,160,797	(8,601,624)		
TOTAL NET ASSETS-BEGINNING	2009		321,538,734		
	2008		315,705,835		
	2007		<u>324,870,706</u>		
TOTAL NET ASSETS-ENDING MAY 31	2009		311,443,719		
	2008		309,677,036		
	2007		<u>316,269,082</u>		

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH MAY 31 OF FISCAL YEARS 2009,2008, 2007
 SUSTAINABILITY AND ENVIRONMENTAL SERVICES FUND

	Fiscal Year	Annual Budget	8 Months Actual	Actual/ Budget	Performance Index
REVENUES:					
Commerical solid waste franchise	2009	\$ 6,496,731	4,260,262	65.6%	98.36
	2008	6,351,573	4,093,009	64.4%	96.66
	2007	5,900,620	3,887,233	65.9%	98.82
Refuse collection revenue	2009	13,316,939	8,456,561	63.5%	95.25
	2008	12,272,746	8,459,796	68.9%	103.40
	2007	12,077,759	8,021,997	66.4%	99.63
Other fees and service charges	2009	2,502,911	1,517,595	60.6%	90.95
	2008	2,100,592	1,104,811	52.6%	78.89
	2007	1,545,269	881,487	57.0%	85.57
TOTAL REVENUE	2009	22,316,581	14,234,418	63.8%	95.68
	2008	20,724,911	13,657,616	65.9%	98.85
	2007	19,523,648	12,790,717	65.5%	98.27
EXPENSES & ENCUMBRANCES:					
Capital outlay	2009	256,170	186,941	73.0%	109.46
	2008	141,500	366,645	259.1%	388.67
	2007	312,000	22,965	7.4%	11.04
Other expenses & encumbrances	2009	21,440,299	14,445,237	67.4%	101.06
	2008	19,969,352	13,742,859	68.8%	103.23
	2007	18,531,094	12,827,252	69.2%	103.83
Total expenses and encumbrances	2009	21,696,469	14,632,178	67.4%	101.16
	2008	20,110,852	14,109,504	70.2%	105.24
	2007	18,843,094	12,850,217	68.2%	102.29
Excess (deficiency) of revenues over (under) expenses	2009	620,112	(397,760)	-	-
	2008	614,059	(451,888)	-	-
	2007	680,554	(59,500)	-	-
TRANSFERS IN (OUT)					
Transfers in	2009	100,000	66,667	66.7%	100.00
	2008	100,000	66,667	66.7%	100.00
	2007	84,758	56,505	66.7%	100.00
Transfers out	2009	(1,223,535)	(742,862)	60.7%	91.07
	2008	(1,174,818)	(783,212)	66.7%	100.00
	2007	(1,205,184)	(737,818)	61.2%	91.83
CHANGE IN NET ASSETS	2009	\$ (503,423)	(1,073,955)		
	2008	(460,759)	(1,168,433)		
	2007	(439,872)	(740,813)		
TOTAL NET ASSETS-BEGINNING	2009		1,690,291		
	2008		2,308,223		
	2007		1,759,463		
TOTAL NET ASSETS-ENDING MAY 31	2009		616,336		
	2008		1,139,790		
	2007		1,018,650		

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH MAY 31 OF FISCAL YEARS 2009, 2008, 2007
 MUNICIPAL DRAINAGE FUND

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>8 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Fees and service charges	2009	\$ 4,928,110	3,354,285	68.1%	102.10
	2008	4,723,698	3,317,780	70.2%	105.36
	2007	4,700,197	3,258,683	69.3%	104.00
Miscellaneous revenue	2009	150,000	46,294	30.9%	46.29
	2008	125,000	132,554	106.0%	159.06
	2007	108,500	131,501	121.2%	181.80
TOTAL REVENUE	2009	5,078,110	3,400,579	67.0%	100.45
	2008	4,848,698	3,450,334	71.2%	106.74
	2007	4,808,697	3,390,184	70.5%	105.75
EXPENSES & ENCUMBRANCES:					
Capital outlay	2009	-	-	-	-
	2008	-	-	-	-
	2007	28,000	25,147	89.8%	134.72
Other expenses & encumbrances	2009	2,803,503	1,537,204	54.8%	82.25
	2008	2,579,209	1,481,461	57.4%	86.16
	2007	2,681,621	1,457,822	54.4%	81.55
Total expenses and encumbrances	2009	2,803,503	1,537,204	54.8%	82.25
	2008	2,579,209	1,481,461	57.4%	86.16
	2007	2,709,621	1,482,969	54.7%	82.09
Excess (deficiency) of revenues over (under) expenses	2009	2,274,607	1,863,375	-	-
	2008	2,269,489	1,968,873	-	-
	2007	2,099,076	1,907,215	-	-
TRANSFERS OUT					
Operating transfers out	2009	(2,867,538)	(1,911,692)	66.7%	100.00
	2008	(2,710,706)	(1,807,137)	66.7%	100.00
	2007	(2,558,951)	(1,705,967)	66.7%	100.00
CHANGE IN NET ASSETS	2009	(592,931)	(48,317)		
	2008	(441,217)	161,736		
	2007	(459,875)	201,248		
TOTAL NET ASSETS-BEGINNING	2009		21,003,753		
	2008		21,105,863		
	2007		20,753,610		
TOTAL NET ASSETS-ENDING MAY 31	2009		20,955,436		
	2008		21,267,599		
	2007		20,954,858		

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH MAY 31 OF FISCAL YEARS 2009, 2008, 2007
 NONMAJOR BUSINESS-TYPE FUNDS

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>8 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Hotel/motel tax	2009	\$ 4,964,601	2,308,052	46.5%	69.74
	2008	4,518,066	2,659,428	58.9%	88.29
	2007	4,008,677	2,581,870	64.4%	96.61
Other revenue	2009	6,974,294	4,831,241	69.3%	103.91
	2008	6,695,120	4,984,301	74.4%	111.67
	2007	6,325,693	4,565,712	72.2%	108.27
TOTAL REVENUE	2009	11,938,895	7,139,293	59.8%	89.70
	2008	11,213,186	7,643,729	68.2%	102.25
	2007	10,334,370	7,147,582	69.2%	103.74
EXPENSES & ENCUMBRANCES:					
Capital outlay	2009	-	75,236	-	-
	2008	80,500	124,087	154.1%	231.22
	2007	51,500	445	0.9%	1.30
Other expenses & encumbrances	2009	12,550,538	7,159,082	57.0%	85.56
	2008	11,659,342	6,866,971	58.9%	88.35
	2007	10,469,418	5,883,695	56.2%	84.30
Total expenses and encumbrances	2009	12,550,538	7,234,318	57.6%	86.46
	2008	11,739,842	6,991,058	59.5%	89.32
	2007	10,520,918	5,884,140	55.9%	83.89
Excess (deficiency) of Revenues over (under) expenses	2009	(611,643)	(95,025)	-	-
	2008	(526,656)	652,671	-	-
	2007	(186,548)	1,263,442	-	=
TRANSFERS OUT:					
Operating transfers out	2009	(1,444,860)	(963,240)	66.7%	100.00
	2008	(1,120,300)	(746,867)	66.7%	100.00
	2007	(670,016)	(446,897)	66.7%	100.05
CHANGE IN NET ASSETS	2009	(2,056,503)	(1,058,265)		
	2008	(1,646,956)	(94,196)		
	2007	(856,564)	816,545		
TOTAL NET ASSETS-BEGINNING	2009		13,062,762		
	2008		13,467,830		
	2007		12,925,456		
TOTAL NET ASSETS-ENDING MAY 31	2009		12,004,497		
	2008		13,373,634		
	2007		13,742,001		

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH MAY 31 OF FISCAL YEARS 2009, 2008, 2007
 ECONOMIC DEVELOPMENT FUND

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>8 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Miscellaneous revenue	2009	\$ 310,000	131,347	42.4%	63.56
	2008	185,000	283,178	153.1%	229.60
	2007	-	163,490	-	-
EXPENSES & ENCUMBRANCES					
Personal services	2009	559,469	375,300	67.1%	100.62
	2008	550,728	349,613	63.5%	95.22
	2007	528,912	346,299	65.5%	98.21
Materials and supplies	2009	23,452	7,658	32.7%	48.98
	2008	23,500	19,205	81.7%	122.59
	2007	26,000	32,342	124.4%	186.59
Contractual / professional and other	2009	5,485,693	2,747,845	50.1%	75.14
	2008	6,275,424	1,111,183	17.7%	26.56
	2007	6,275,727	176,988	2.8%	4.23
Capital outlay	2009	-	-	-	-
	2008	-	-	-	-
	2007	-	6,599	-	-
Total Expenses and Encumbrances	2009	6,068,614	3,130,803	51.6%	77.39
	2008	6,849,652	1,480,001	21.6%	32.41
	2007	6,830,639	562,228	8.2%	12.35
Excess (Deficiency) of Revenues Over (Under) Expenses	2009	(5,758,614)	(2,999,456)	-	-
	2008	(6,664,652)	(1,196,823)	-	-
	2007	(6,830,639)	(398,738)	-	-
TRANSFERS IN					
Operating transfers in	2009	6,068,614	4,045,743	66.7%	100.00
	2008	6,849,652	4,566,435	66.7%	100.00
	2007	6,830,639	6,553,759	95.9%	143.92
CHANGE IN NET ASSETS					
	2009	310,000	1,046,287		
	2008	185,000	3,369,612		
	2007	-	6,155,021		
TOTAL NET ASSETS-BEGINNING					
	2009		12,255,577		
	2008		6,940,876		
	2007		1,029,866		
TOTAL NET ASSETS-ENDING MAY 31					
	2009		13,301,864		
	2008		10,310,488		
	2007		7,184,887		

EQUITY IN TREASURY POOL

MAY 2009

FUND NO.	FUND NAME	CASH	EQUITY IN TREASURY POOL	TOTAL 5/31/09	TOTAL 10/1/08	TOTAL 5/31/08
GENERAL FUND:						
01	General	\$ 26,452	62,428,078	62,454,530	41,392,079	63,136,892
77	Payroll	-	2,741,087	2,741,087	1,949,394	3,003,837
24	City Store	-	-	-	9,800	9,677
		<u>26,452</u>	<u>65,169,165</u>	<u>65,195,617</u>	<u>43,351,273</u>	<u>66,150,406</u>
DEBT SERVICE FUND:						
03	G.O. Debt Service	-	33,228,601	33,228,601	5,484,247	35,341,523
		<u>-</u>	<u>33,228,601</u>	<u>33,228,601</u>	<u>5,484,247</u>	<u>35,341,523</u>
CAPITAL PROJECTS:						
22	Recreation Center Facilities	-	585,310	585,310	579,235	539,373
23	Street Enhancement	-	1,646,266	1,646,266	1,629,181	1,554,551
25	1991 Police & Courts Facility	-	1,156,182	1,156,182	1,260,384	1,705,211
27	1991 Library Facility	-	873,522	873,522	864,457	656,435
28	1991 Fire Facility	-	3,500,444	3,500,444	2,276,248	2,004,199
29	Technology Improvements	-	868,559	868,559	745,789	259,403
31	Municipal Facilities	-	447,189	447,189	440,760	429,293
32	Park Improvements	-	6,336,995	6,336,995	5,734,853	4,885,593
33	Street & Drainage Improvement	-	7,436,809	7,436,809	4,778,540	4,028,266
35	Capital Reserve	-	36,944,837	36,944,837	39,462,781	39,283,108
38	DART L.A.P.	-	768,684	768,684	760,707	754,765
39	Spring Creekwalk	-	23,662	23,662	23,416	23,233
52	Park Service Areas	-	5,609,340	5,609,340	5,803,569	5,797,198
53	Creative & Performing Arts	-	2,207,690	2,207,690	2,184,778	2,068,452
54	Animal Control Facilities	-	339,559	339,559	336,035	257,098
59	Service Center	-	132,008	132,008	130,638	129,617
60	Joint Use Facilities	-	634,916	634,916	628,326	590,430
85	Public Arts	-	117,678	117,678	116,457	100,811
110	G.O. Bond Clearing - 1999	-	325,186	325,186	342,544	379,555
190	G.O. Bond Clearing - 2000	-	3,657,862	3,657,862	3,640,760	3,754,780
230	Tax Notes Clearing - 2001	-	1,113,181	1,113,181	1,342,586	1,392,916
240	G.O. Bond Clearing - 2001-A	-	184,098	184,098	182,187	187,893
250	Tax Notes Clearing - 2001-A	-	59,955	59,955	158,395	163,356
270	G.O. Bond Refund/Clearing - 2003	-	124,101	124,101	136,843	502,436
310	G.O. Bond Refund/Clearing - 2005	-	-	-	-	1,031,317
093	G.O. Bond Clearing - 2006	-	-	-	-	162,407
089	C.O. Bond Clearing - 2006	-	148,288	148,288	268,914	317,405
102	G.O. Bond Clearing - 2007	-	1,417,008	1,417,008	9,664,026	15,070,007
105	Tax Notes Clearing - 2007	-	523	523	555,411	6,700,063
082	G.O. Bond Clearing - 2008	-	17,618,635	17,618,635	34,778,209	40,164,376
083	Tax Notes Clearing - 2008	-	13,475,699	13,475,699	17,207,111	17,401,001
106	G.O. Bond Clearing - 2009	-	23,208,118	23,208,118	-	-
150	Tax Notes Clearing - 2009	-	6,421,657	6,421,657	-	-
		<u>-</u>	<u>137,383,961</u>	<u>137,383,961</u>	<u>136,033,140</u>	<u>152,294,548</u>
ENTERPRISE FUNDS:						
26	Municipal Drainage CIP	-	283,969	283,969	281,022	278,246
34	Sewer CIP	-	9,735,150	9,735,150	8,134,307	6,864,375
36	Water CIP	-	5,430,232	5,430,232	5,531,294	5,709,482
37	Downtown Center Development	-	118,836	118,836	119,257	96,560
41	Water & Sewer - Operating	305,311	(7,718,606)	(7,413,295)	3,227,451	(8,728,906)
42	Water & Sewer - Debt Service	-	1,562,378	1,562,378	207,060	1,926,361
43	Municipal Drainage - Debt Service	-	2,471,122	2,471,122	3,288,284	2,108,490
44	W & S Impact Fees Clearing	-	3,919,535	3,919,535	3,292,773	3,081,883
45	Sustainability & Environmental Services	197,843	(886,134)	(688,291)	770,016	(303,175)
46	Convention & Tourism	4,310	3,047,636	3,051,946	4,248,434	3,828,755
81	Friends of Plano Centre	-	3,933	3,933	3,892	3,862
47	Municipal Drainage	78,786	4,210,997	4,289,783	4,346,876	4,415,930
48	Municipal Golf Course	-	(11,357)	(11,357)	138,945	14,516
49	Property Management	-	463,604	463,604	439,513	421,292
51	Recreation Revolving	350	1,681,539	1,681,889	1,411,929	1,608,533
104	Municipal Drain Bond Clearing-1996	-	-	-	179,811	178,406
320	Municipal Drain Rev Bond Clearing - 2005	-	-	-	152,416	305,396
094	Municipal Drain Rev Bond Clearing - 2006	-	-	-	163,758	879,319
330	Municipal Drain Rev Bond Clearing - 2007	-	1,730,379	1,730,379	2,604,212	3,005,518
340	Municipal Drain Rev Bond Clearing - 2008	-	2,112,635	2,112,635	2,090,710	2,074,381
107	Municipal Drain Rev Bond Clearing - 2009	-	1,797,825	1,797,825	-	-
		<u>586,600</u>	<u>29,953,673</u>	<u>30,540,273</u>	<u>40,631,960</u>	<u>27,769,224</u>

EQUITY IN TREASURY POOL
MAY 2009

FUND NO.	FUND NAME	CASH	EQUITY IN TREASURY POOL	TOTAL 5/31/09	TOTAL 10/1/08	TOTAL 5/31/08
SPECIAL REVENUE FUNDS:						
2	Sproles Library	-	185,416	185,416	184,786	183,343
4	TIF-Mall	-	4,526,434	4,526,434	-	879,151
5	TIF-East Side	-	6,647,617	6,647,617	6,002,395	6,905,414
11	LLEBG-Police Grant	-	40,663	40,663	25,970	73,172
12	Criminal Investigation	-	1,210,356	1,210,356	988,895	1,007,734
13	Grant	95	(630,993)	(630,898)	(68,916)	(286,193)
14	Wireline Fees	-	9,694,171	9,694,171	398,768	371,401
15	Judicial Efficiency	-	121,226	121,226	118,125	124,751
16	Industrial	-	18,182	18,182	17,993	17,852
17	Intergovernmental	-	373,869	373,869	370,126	602,446
18	Government Access/CATV	-	424,343	424,343	430,794	404,736
19	Teen Court Program	-	46,813	46,813	45,649	42,815
20	Municipal Courts Technology	-	1,664,055	1,664,055	1,537,733	1,504,594
55	Municipal Court-Building Security Fees	-	1,174,186	1,174,186	1,327,658	1,293,313
56	911 Reserve Fund	-	2	2	8,461,787	8,024,269
57	State Library Grants	-	49,981	49,981	(53,409)	(59,992)
67	Disaster Relief	-	1,199,016	1,199,016	1,088,243	1,176,565
68	Animal Shelter Donations	-	224,995	224,995	179,916	160,139
73	Memorial Library	-	375,833	375,833	377,874	269,897
86	Juvenile Case Manager	-	208,634	208,634	167,328	149,126
87	Traffic Safety	-	1,884,513	1,884,513	1,212,502	957,213
88	Child Safety	-	1,111,405	1,111,405	826,922	970,881
		95	30,550,717	30,550,812	23,641,139	24,772,627
INTERNAL SERVICE FUNDS:						
6	Public Safety Technology	-	1,979,017	1,979,017	1,717,520	1,643,290
9	Technology Infrastructure	-	(8,935)	(8,935)	(107,905)	4,215,037
58	PC Replacement	-	1,983,212	1,983,212	2,024,127	1,793,635
61	Equipment Maintenance	200	474,710	474,910	(4,200,912)	(5,000,370)
62	Information Technology	-	2,958,510	2,958,510	3,260,847	(418,033)
63	Office Services	125	121,658	121,783	(276,904)	(290,428)
64	Warehouse	100	(55,902)	(55,802)	237,638	100,201
65	Property/Liability Loss	-	3,786,561	3,786,561	5,624,465	7,060,797
66	Technology Services	-	6,614,406	6,614,406	12,786,423	11,409,396
71	Equipment Replacement	-	13,386,120	13,386,120	10,279,459	13,162,113
78	Health Claims	-	9,844,279	9,844,279	7,943,436	15,462,773
79	Parkway Service Ctr. Expansion	-	(28,482)	(28,482)	(28,187)	(29,069)
		425	41,055,154	41,055,579	39,260,007	49,109,342
FIDUCIARY FUNDS:						
7	Unclaimed Property	-	58,069	58,069	56,701	56,258
8	Library Training Lab	-	3,874	3,874	5,516	3,869
69	Collin County Seized Assets	-	163,431	163,431	262,791	269,342
74	Developers' Escrow	-	3,539,144	3,539,144	4,184,550	4,213,533
75	Plano Economic Development Trust	-	581,572	581,572	683,273	677,936
76	Economic Development	200	12,845,987	12,846,187	11,727,330	9,730,566
84	Rebate	-	1,492,726	1,492,726	1,016,829	1,057,978
		200	18,684,803	18,685,003	17,936,990	16,009,482
TOTAL		\$ 613,772	356,026,074	356,639,846	306,338,756	371,447,152
		CASH	TRUST INVESTMENTS	TOTAL 5/31/09	TOTAL 10/1/08	TOTAL 5/31/08
TRUST FUNDS						
72	Retirement Security Plan	-	61,611,854	61,611,854	61,611,854	70,007,492
91	115 Trust	-	23,474,143	23,474,143	21,299,133	15,500,000
TOTAL TRUST FUNDS		\$ -	85,085,997	85,085,997	82,910,987	85,507,492

A Treasury Pool fund has been created for the purpose of consolidating cash and investments. All City funds not restricted or held in trust are included in this consolidated fund. Each fund's "Equity in Treasury Pool" represents the fund's proportionate share of the Treasury Pool Fund. At May 31, 2009 the Treasury Pool, including an adjustment to Fair Value as required by GASB 31, consisted of the following:

Cash	29,990,781
Local Government Investment Pool	3,139,968
Texas Daily	111,240,635
Federal Securities	120,918,190
Certificates of Deposit	89,470,000
Fair Value Adjustment	333,706
Interest Receivable	932,794
	<u>356,026,074</u>

HEALTH CLAIMS FUND THROUGH MAY 31 OF FISCAL YEARS 2009 AND 2008

Health Claims Fund	6 Month			1 month			1 month			Year to Date		
	FY 08-09 October-March	FY 07-08 October-March	Variance Favorable (Unfavorable)	FY 08-09 April	FY 07-08 April	Variance Favorable (Unfavorable)	FY 08-09 May	FY 07-08 May	Variance Favorable (Unfavorable)	FY 08-09 Total	FY 07-08 Total	Variance Favorable (Unfavorable)
Revenues												
Employees Health Ins. Contributions	\$ 1,562,494	\$ 1,399,631	162,863	\$ 266,195	\$ 252,087	14,108	\$ 266,813	\$ 253,179	13,634	\$ 2,095,502	\$ 1,904,897	190,605
Employers Health Ins. Contributions	9,478,853	9,659,771	(180,918)	1,774,233	1,557,012	217,221	1,769,978	1,546,639	223,339	13,023,064	12,763,422	259,642
Contributions for Retirees	372,005	353,871	18,134	61,865	77,313	(15,448)	63,013	58,455	4,558	496,883	489,639	7,244
Cobra Insurance Receipts	23,945	32,532	(8,587)	3,137	2,730	407	6,338	5,345	993	33,420	40,607	(7,187)
Retiree Insurance Receipts	273,428	233,380	40,048	47,731	40,007	7,724	51,402	36,732	14,670	372,561	310,119	62,442
Employer Contribution-OPEB	2,211,975	-	2,211,975	547,830	-	547,830	548,910	-	548,910	3,308,715	-	3,308,715
Interest	66,712	719,492	(652,780)	13,116	38,775	(25,659)	5,079	36,302	(31,223)	84,907	794,569	(709,662)
Total Revenues	13,989,412	12,398,677	1,590,735	2,714,107	1,967,924	746,183	2,711,533	1,936,652	774,881	19,415,052	16,303,253	3,111,799
Transfers Out												
Transfers Out	2,010,628	15,500,000	(13,489,372)	670,209	-	(670,209)	670,209	-	(670,209)	3,351,046	15,500,000	12,148,954
Expenses												
Insurance	583,646	702,263	118,617	78,051	232,752	154,701	77,902	-	(77,902)	739,599	935,015	195,416
Contracts- Professional Svc.	147,115	108,169	(38,946)	9,572	5,282	(4,290)	12,555	31,680	19,125	169,242	145,131	(24,111)
Contractual Repair	-	120	120	-	-	-	-	-	-	-	120	120
Contracts- Other	598,428	503,016	(95,412)	109,966	223,433	113,467	119,318	(20,592)	(139,910)	827,712	705,857	(121,855)
Health Claims Paid Reinsurance	(674,424)	(507,228)	167,196	-	(43,825)	(43,825)	(470,597)	-	470,597	(1,145,021)	(551,053)	593,968
Retiree Claims	(685,801)	-	685,801	(346,313)	-	346,313	(127,421)	-	127,421	(1,159,535)	-	1,159,535
Health Claims - Prescription	1,761,414	1,534,767	(226,647)	302,410	278,154	(24,256)	355,956	252,042	(103,914)	2,419,780	2,064,963	(354,817)
Health Claims Paid -UHC	9,357,619	6,551,997	(2,805,622)	1,567,579	1,347,141	(220,438)	1,111,541	1,102,845	(8,696)	12,036,739	9,001,983	(3,034,756)
Cobra Insurance Paid	1,818	2,384	566	112	700	588	327	-	(327)	2,257	3,084	827
Retiree Insurance Paid	39,386	59,489	20,103	6,427	13,843	7,416	6,476	-	(6,476)	52,289	73,332	21,043
Retiree Insurance Paid- Medicare	150,436	57,320	(93,116)	21,249	30,698	9,449	22,286	18,531	(3,755)	193,971	106,549	(87,422)
Plano Housing Authority	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	11,279,637	9,012,297	(2,267,340)	1,749,053	2,088,178	339,125	1,108,343	1,384,506	276,163	14,137,033	12,484,981	(1,652,052)
Net increase (decrease)	\$ 699,147	\$ (12,113,620)	(14,165,977)	294,845	(120,254)	415,099	932,981	552,146	380,835	\$ 1,926,973	\$ (11,681,728)	13,608,701
Health Claims Fund Balance - Cumulative	\$ 4,678,966	\$ 11,940,264	(7,261,278)	\$ 4,973,832	\$ 11,820,010	(6,846,178)	\$ 5,906,813	\$ 12,372,156	(6,465,343)			

ANALYSIS OF PROPERTY LIABILITY LOSS FUND THROUGH MAY 31 OF FISCAL YEARS 2009, 2008, AND 2007

PROPERTY LIABILITY LOSS FUND	Fiscal Year 2009	Fiscal Year 2008	Fiscal Year 2007
Claims Paid per General Ledger	\$ 1,151,631	549,398	769,678
Net Judgments/Damages/Attorney Fees	596,113	590,940	500,526
Total Expenses	\$ 1,747,744	1,140,338	1,270,204

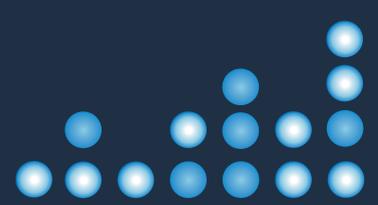
Page intentionally left blank



SECTION 2

ECONOMIC ANALYSIS

City of Plano
Comprehensive Monthly Finance Report

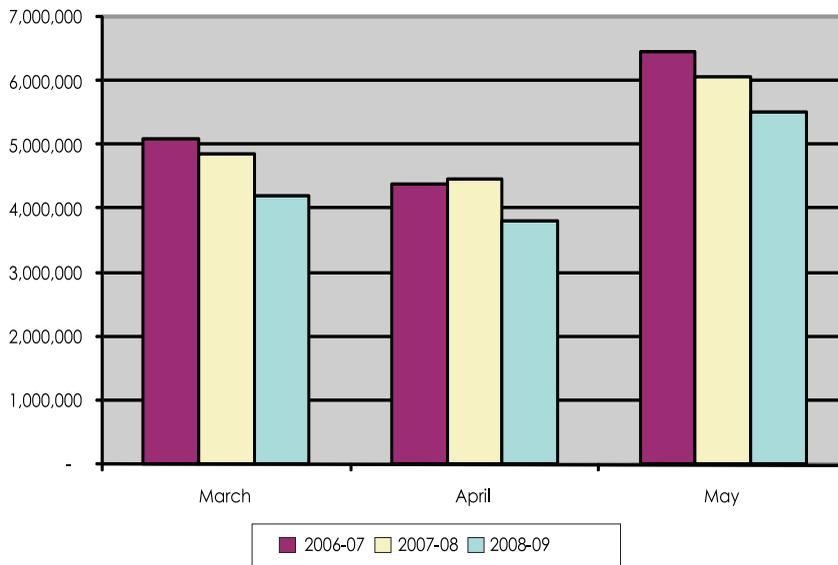


ECONOMIC ANALYSIS

Sales tax allocation of \$5,494,795 as remitted to the City of Plano in the month of May. This amount represents a decrease of 9.18% compared to the amount received in May 2008.

SALES TAX
ACTUAL MONTHLY REVENUE
FIGURE I

5,494,795



Sales tax revenue is generated from the 1% tax on applicable business activity within the City. These taxes were collected by businesses filing monthly returns, reported in February to the State, and received in April by the City of Plano.

Figure I represent actual sales and use tax receipts for the months of March through May for fiscal years 2006-2007, 2007-2008, and 2008-2009.

ANNUALIZED SALES TAX INDEX
COMPARED TO DALLAS CONSUMER PRICE INDEX
FIGURE II

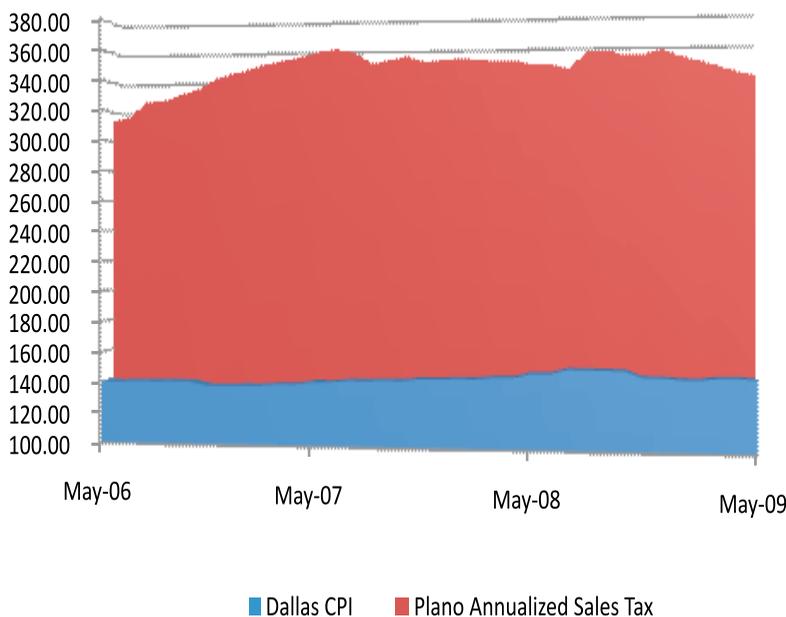


Figure II, left, tracks the percentage change in annualized sales tax revenues compared to the percentage change in the Dallas-area CPI, using 1982-84 as the base period. For May 2009, the adjusted CPI was 199.31 and the Sales Tax Index was 338.94.

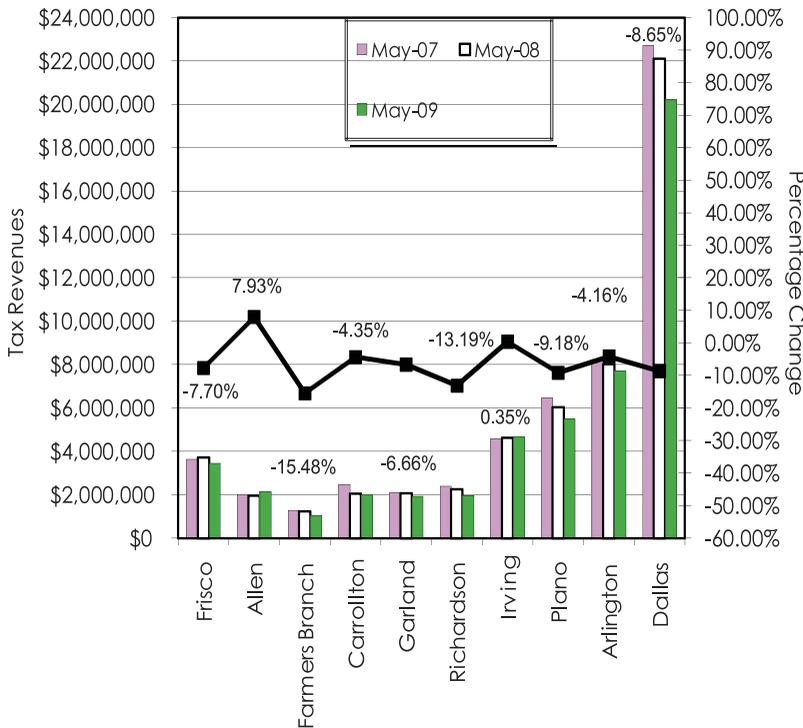
Since January 1998, the BLS has moved the Dallas-Area pricing cycle for CPI computation to odd-numbered months.

ECONOMIC ANALYSIS

Figure III shows sales tax allocations in the months of May 2007, May 2008 and May 2009 for the City of Plano and nine area cities. Each of the cities shown has a sales tax rate of 1%,

SALES TAX COMPARISONS CITY OF PLANO AND AREA CITIES

FIGURE III

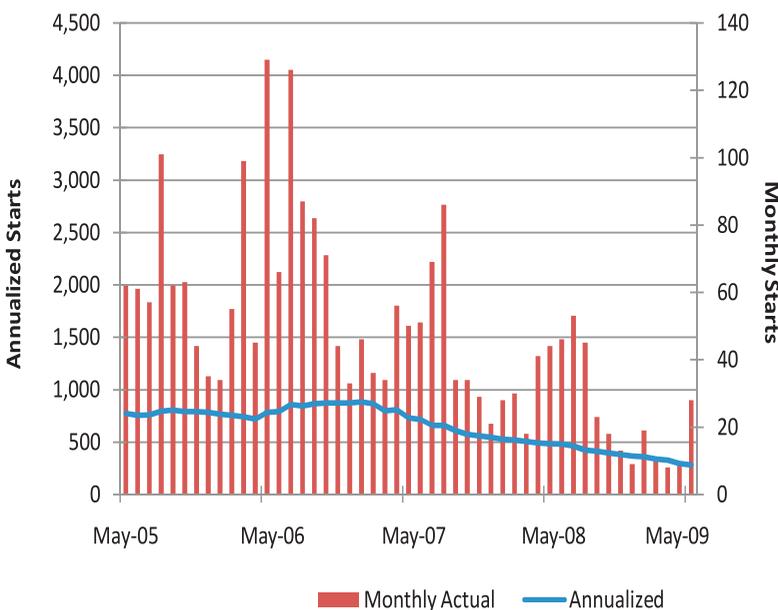


except for the cities of Allen and Frisco, which have a 2% rate, but distribute half of the amount shown in the graph to 4A and 4B development corporations within their respective cities, and the City of Arlington which has a 1.75% sales tax rate with .25% dedicated to road maintenance and .50% for funding of the Dallas Cowboys Complex Development Project. In the month of May the City of Plano received \$5,494,795 from this 1% tax.

The percentage change in sales tax allocations for the area cities, comparing May 2008 to May 2009, ranged from 7.93% for the City of Allen to -15.48% for the City of Farmers Branch.

SINGLE FAMILY HOUSING STARTS

FIGURE IV



In April 2009, a total of 28 actual single-family housing permits, representing a value of \$7,332,788, were issued. This value represents a 28.00% decrease from the same period a year ago. Annualized single-family housing starts of 282 represent a value of \$70,415,520.

Figure IV above shows actual single-family housing starts versus annualized housing starts for May 2005 through May 2009.

ECONOMIC ANALYSIS

YIELD CURVE
FIGURE V

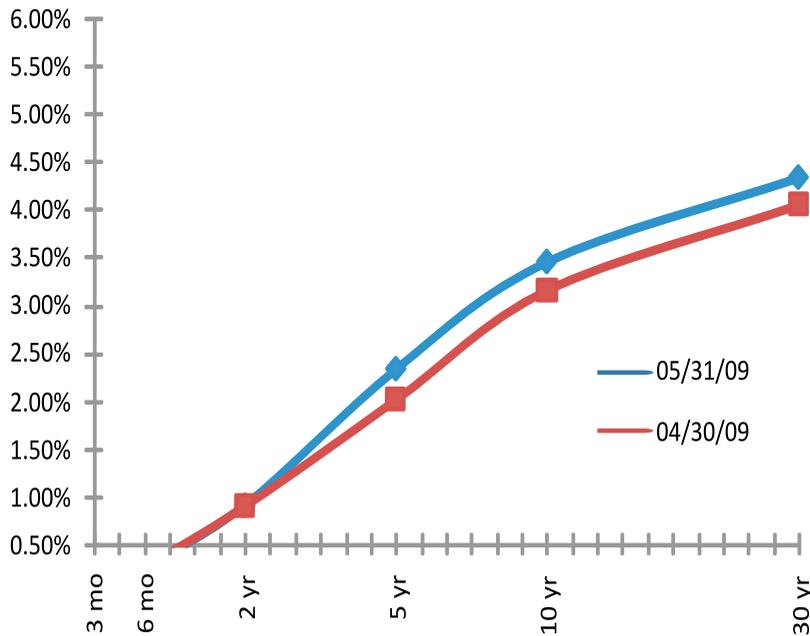


Figure V, left, shows the U.S. Treasury yield curve for May 31, 2009 in comparison to April 30, 2009. Of the reported treasury yields, the yield curve represents an increase in the 5, 10, and 30 year treasuries for the month of May 2009, while the other treasuries decreased for the month.

UNEMPLOYMENT RATES
UNADJUSTED RATE COMPARISON
FIGURE VI*

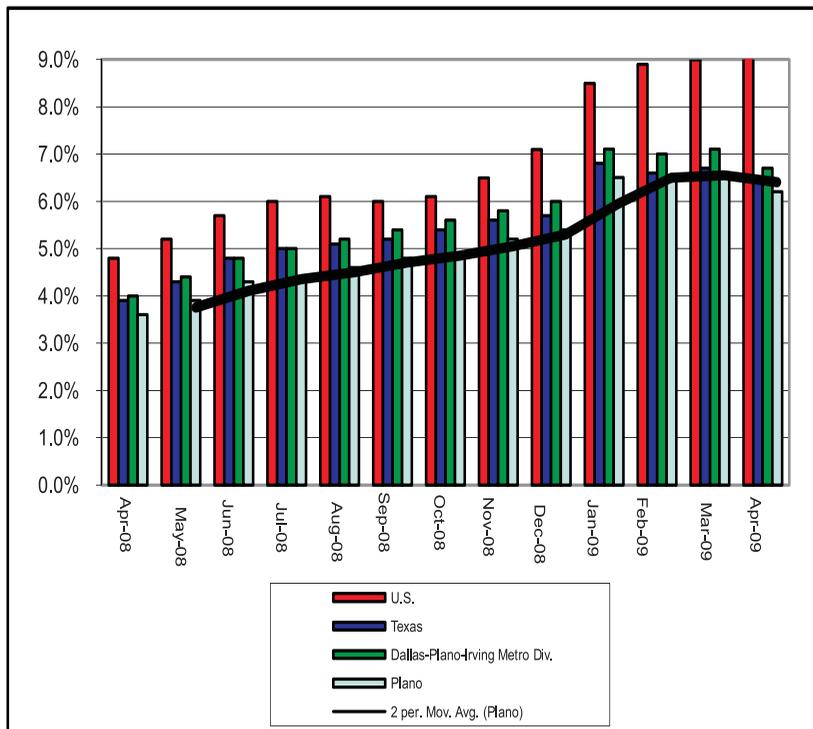
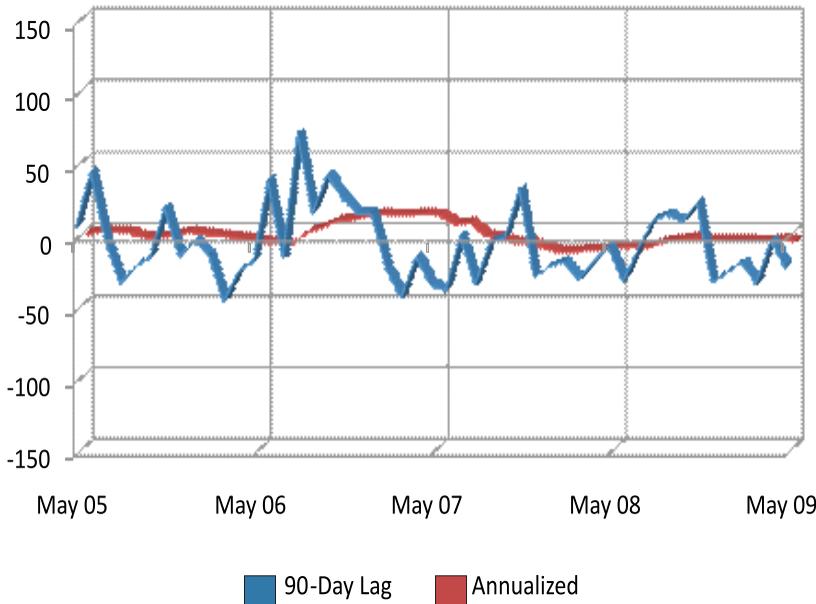


Figure VI shows unadjusted unemployment rates based on the BLS U.S. City Average, and LAUS estimates for the State of Texas, the Dallas-Plano-Irving Metropolitan Division and the City of Plano from April 2008 to April 2009.

ECONOMIC ANALYSIS

Figure VII shows the net difference between the number of housing starts three months ago and new refuse customers in the current month (90-day lag) as well as the average

HOUSING ABSORPTION
90-DAY LAG FROM PERMIT DATE
FIGURE VII

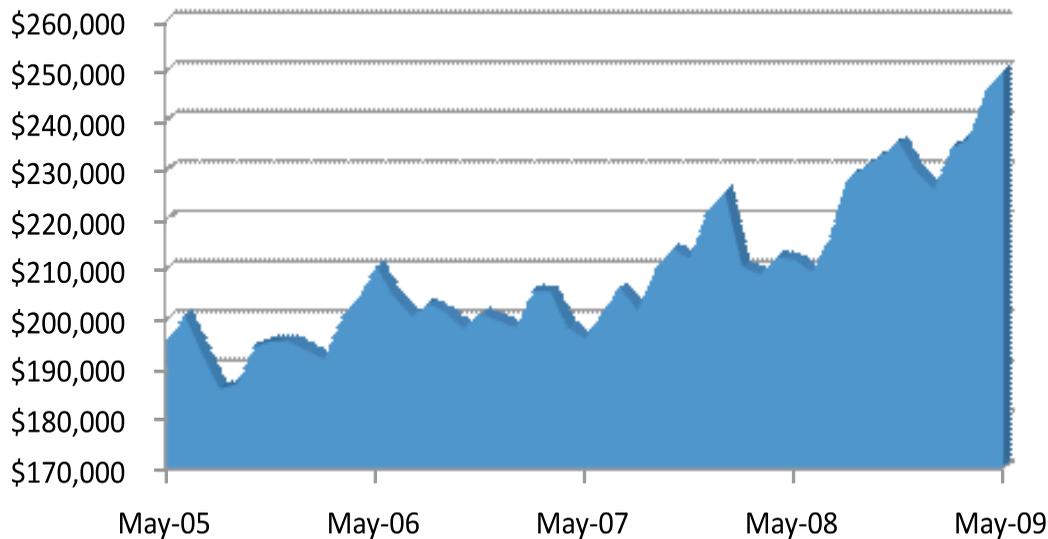


difference between these measures for the past four years (annualized).

For the current month, the 90-day lag is -20 homes, meaning that in January 2009 there was 20 less housing start than new refuse customers in May 2009. The annualized rate is -8 which means there was an average of 8 fewer housing starts than new garbage customers per month over the past year.

The annualized average declared construction value of new homes increased 17.89% to \$249,700 when compared to May 2008.

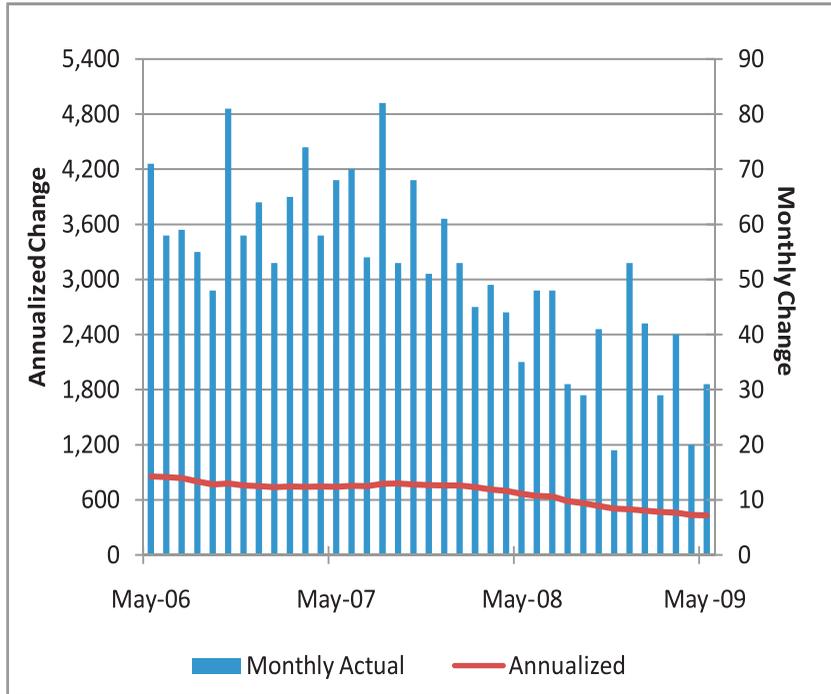
SINGLE-FAMILY NEW HOME VALUE
FIGURE VIII



ECONOMIC ANALYSIS

REFUSE COLLECTIONS ACCOUNTS NET GAINS/LOSSES

Figure IX

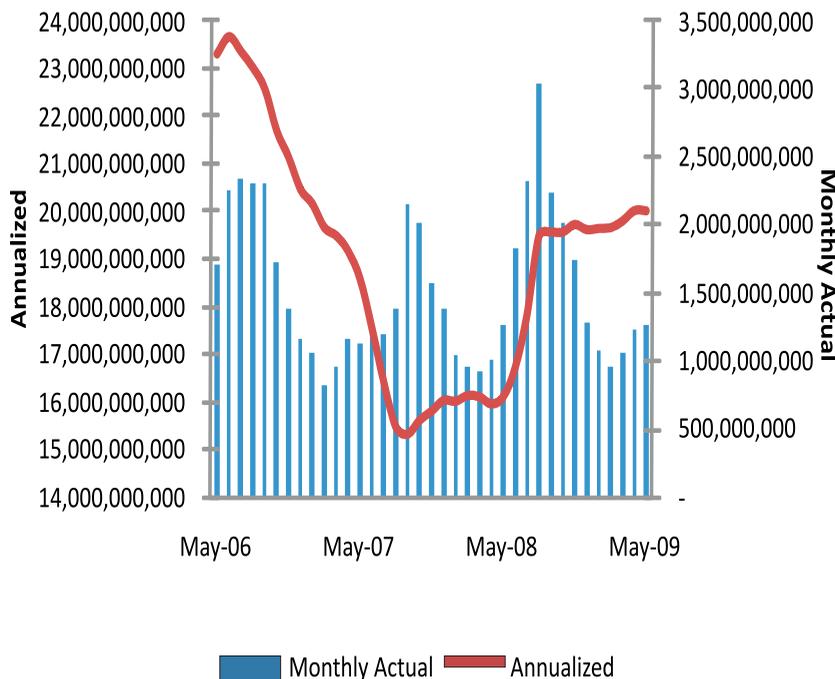


In May, net new refuse collection accounts totaled 31, in comparison to 35 new accounts in May of 2008. This change represents an 11.43% decrease on a year-to-year basis. Annualized new refuse accounts totaled 431 showing a decrease of 234, or a -35.19% change when compared to the same time last year.

Figure IX shows actual versus annualized new refuse collection accounts.

LOCAL WATER CONSUMPTION (GALLONS)

FIGURE X



In May, the City of Plano pumped 1,500,413,000 gallons of water from the North Texas Municipal Water District (NTMWD). Consumption was 1,265,490,320 gallons among 78,424 billed water accounts while billed sewer accounts numbered 74,767. The minimum daily water pumpage was 36,517,000 gallons, which occurred on Sunday, May 17th. Maximum daily pumpage was 65,236,000 gallons and occurred on Sunday, May 31st. This month's average daily pumpage was 48,400,000 gallons.

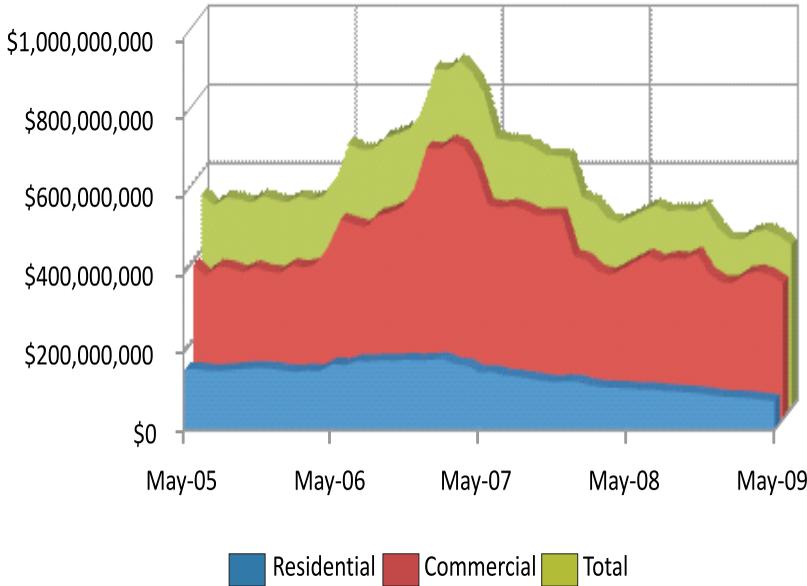
Figure X shows the monthly actual and annualized average for local water consumption.

ECONOMIC ANALYSIS

In May 2009 a total of 61 new construction permits were issued, for properties valued at \$16,298,862. This includes 28 single-family residences, 1 office, 1 retail/restaurant, 3 other, 12 commercial additions/alterations, and 16 interior finish-outs. There were 6 permits issued for pools/spas.

ANNUALIZED BUILDING PERMIT VALUES

FIGURE XI



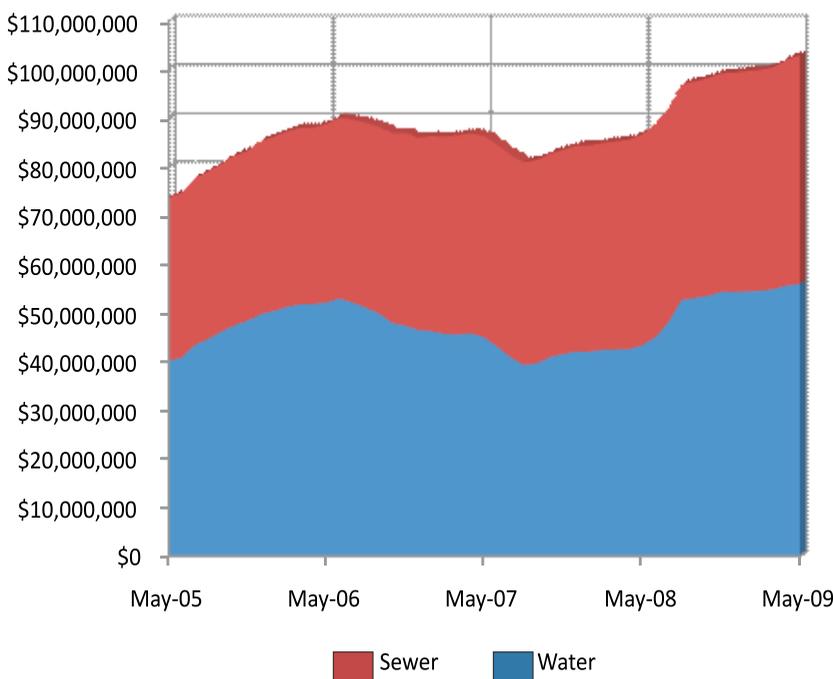
The overall annualized value was \$412,573,712, down 17.67% from the same period a year ago. The annualized value of new residential construction decreased to a value of \$70,415,520, down 31.45% from a year ago. The annualized value of new commercial construction decreased 14.11% to \$342,158,192.*

* As of January 2002, data on commercial construction value is based on both the building shell and interior finish work, per the Building Inspection Department.

The actual water and sewer customer billing revenues in May were \$3,987,994 and \$4,297,759, representing an increase of 8.59% and an increase of 14.96% respectively,

ANNUALIZED WATER & SEWER BILLINGS

FIGURE XII



compared to May 2008 revenues. The aggregate water and sewer accounts netted \$8,285,753 for an increase of 11.80%.

May consumption brought annualized revenue of \$55,869,841 for water and \$47,010,449 for sewer, totaling \$102,880,290. This total represents an increase of 18.75% compared to last year's annualized revenue.

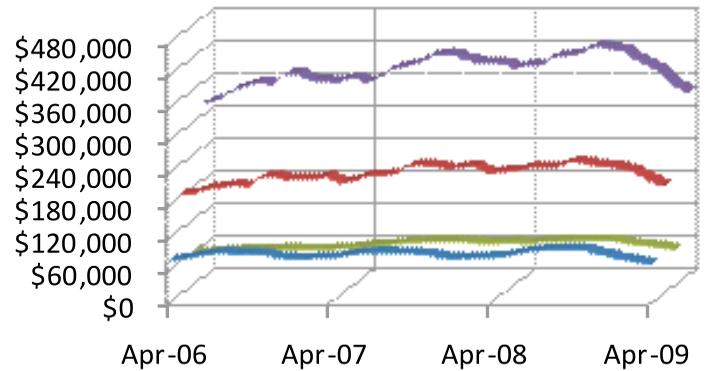
Figure XII represents the annualized billing history of water and sewer revenues for May 2005 through May 2009.

ECONOMIC ANALYSIS

April revenue from hotel/motel occupancy tax was \$369,509. This represents a decrease of \$101,958 or -23.256% compared to April 2008. The average monthly revenue for the past six months (see graph) was \$336,842, a decrease of 13.106% from the previous year's average. The six-month average for the Central area decreased to \$71,244, the West Plano average decreased to \$200,458, and the Plano Pkwy average decreased to \$65,138 from the prior year.

HOTEL/MOTEL OCCUPANCY TAX SIX MONTH TREND

FIGURE XIII

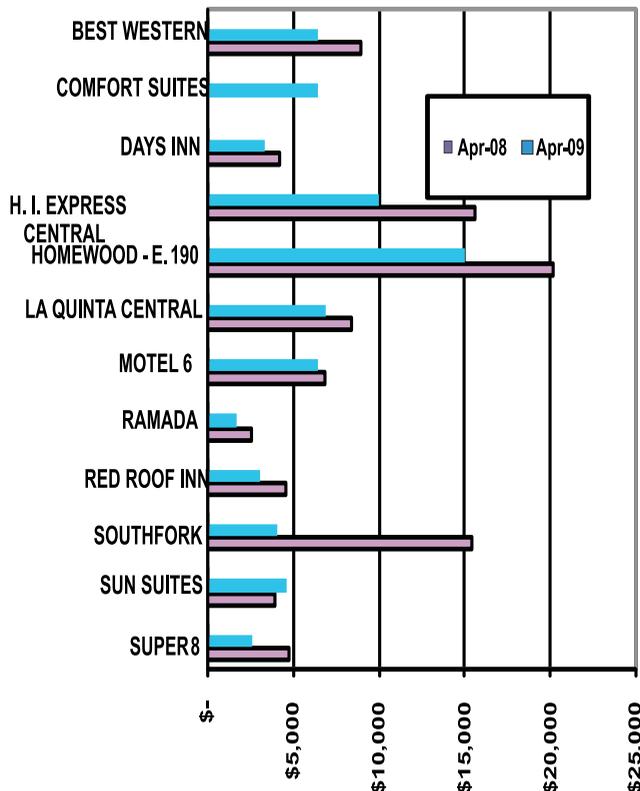


¹This amount will not always equal the hotel/motel taxes reported in the financial section. The economic report is based on the amount of taxes earned during a month, while the financial report indicates when the City received the tax.

Figures XIV, XV and XVI show the actual occupancy tax revenue received from each hotel/motel in Plano for April 2009 compared to the revenue received in April 2008.

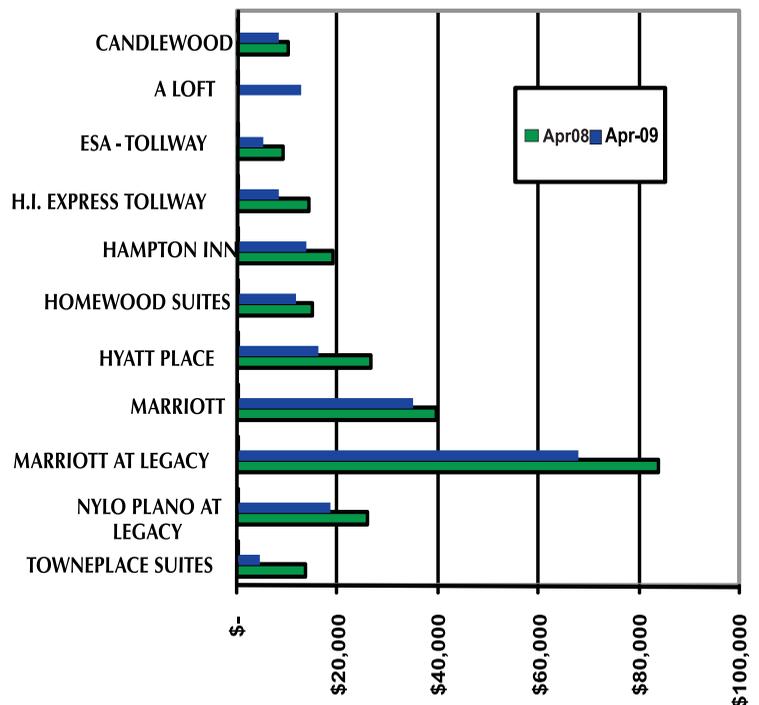
HOTEL/MOTEL OCCUPANCY TAX MONTHLY COMPARISON BY HOTEL - CENTRAL

FIGURE XIV



HOTEL/MOTEL OCCUPANCY TAX MONTHLY COMPARISON BY HOTEL - WEST PLANO

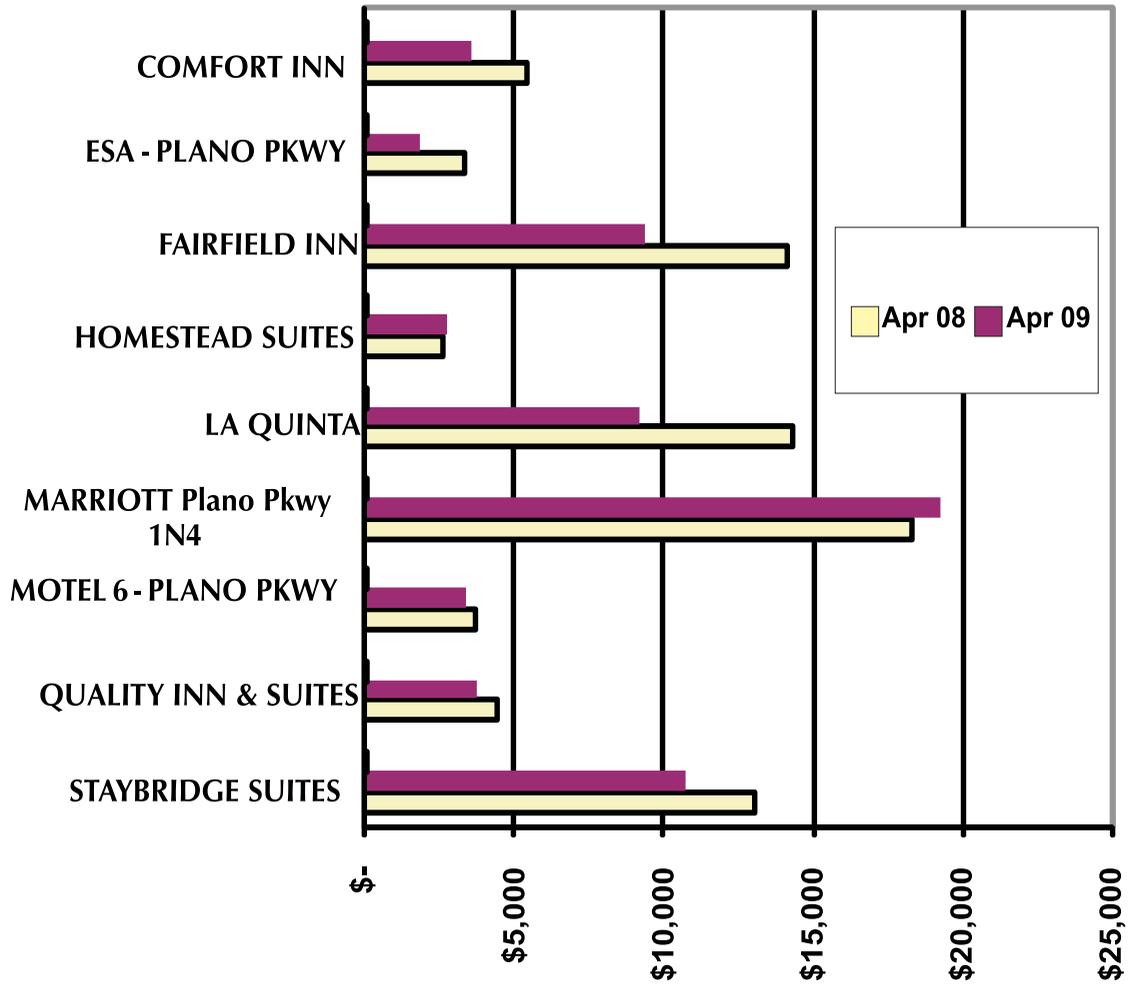
FIGURE XV



*Since August 2005, Marriott International Tax Revenue numbers on this graph represent two (2) Marriott owned hotels (Courtyard by Marriott 1ND and Residence Inn # 323) **Hyatt Place: Formerly AmeriSuites; began renovation in June 2006

ECONOMIC ANALYSIS

HOTEL/MOTEL OCCUPANCY TAX
 MONTHLY COMPARISON BY HOTEL-PLANO PKWY
 FIGURE XVI



*Since August 2005, Marriott International tax revenue on this graph represent one (1) Marriott owned hotel (Courtyard by Marriott # N14) **Quality Inn & Suites: Formerly Baymont Inn & Suites



SECTION 3

INVESTMENT REPORT

City of Plano
Comprehensive Monthly Finance Report



Funds of the City of Plano are invested in accordance with Chapter 2256 of the "Public Funds Investment Act." The Act clearly defines allowable investment instruments for local governments. The City of Plano Investment Policy incorporates the provisions of the Act and all investment transactions are executed in compliance with the Act and the Policy.



INVESTMENT REPORT

MAY, 2009

Interest Received during May totaled \$5,618 and represents interest paid on maturing investments and coupon payments on investments. Interest allocation is based on average balances within each fund during the month.

The two-year Treasury note yield held steady throughout the month of May, starting at .93% and ending at .93%.

As of May 31, a total of \$341.9 million was invested in the Treasury Fund. Of this amount, \$67.7 million was General Obligation Bond Funds, \$5.6 million was Municipal Drainage Revenue Bond Funds, and \$268.6 million was in the remaining funds.

Metrics	Current Month Actual	Fiscal YTD	Prior Fiscal YTD	Prior Fiscal Year Total
Funds Invested ¹	\$ 57,332,854	\$ 256,090,462	\$ 79,743,643	\$ 132,311,266
Interest Received ²	\$ 5,618	\$ 2,851,517	\$ 9,323,831	\$ 12,955,262
Weighted Average Maturity (in days) ³	194		153	
Modified Duration ⁴	0.5312		0.3744	
Average 2-Year T-Note Yield ⁵	0.93%		2.45%	
<p>* See interest allocation footnote on Page C-3.</p> <p>(1) Does not include funds on deposit earning a "NOW" rate, and/or moneys in investment pools or cash accounts.</p> <p>(2) Cash Basis.</p> <p>(3) The length of time (expressed in days) until the average investment in the portfolio will mature. The Prior fiscal YTD column represents current month, prior year.</p> <p>(4) Expresses the measurable change in the value of the portfolio in response to a 100-basis-point (1%) change in interest rates. The modified duration number in the Prior fiscal YTD column represents current month, prior year.</p> <p>(5) Compares 2009 to 2008.</p>				

Month-to-Month Comparison

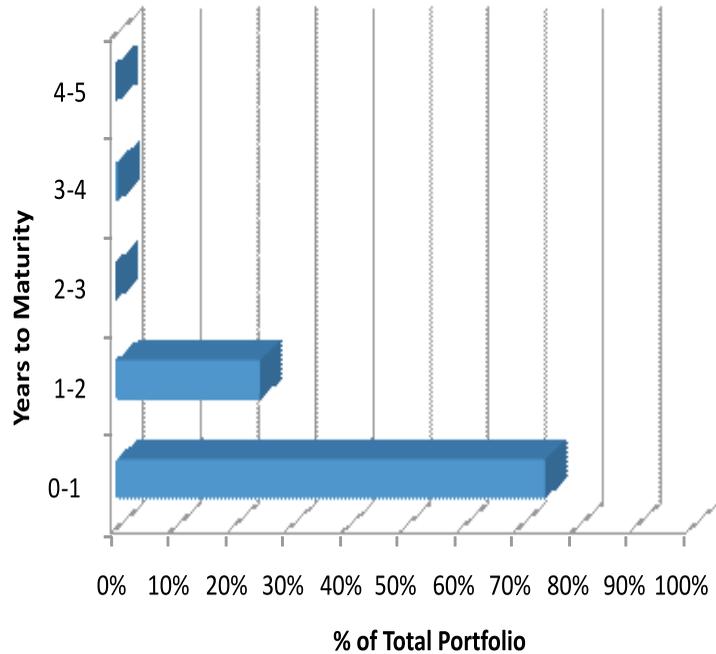
Metrics	Apr-09	May-09	Difference
Portfolio Holding Period Yield	1.01%	0.87%	-0.14% (-14 Basis Points)
Average 2-Year T-Note Yield	0.93%	0.93%	0.00% (0 Basis Points)

INVESTMENT REPORT

Portfolio Maturity Schedule

Figure I

Years to Maturity*	Book Value	% Total
0-1	\$ 266,399,989	74.69%
1-2	89,266,808	25.03%
2-3	0	0.00%
3-4	1,000,000	0.28%
4-5	0	0.00%
Total	\$ 356,666,797	100.00%

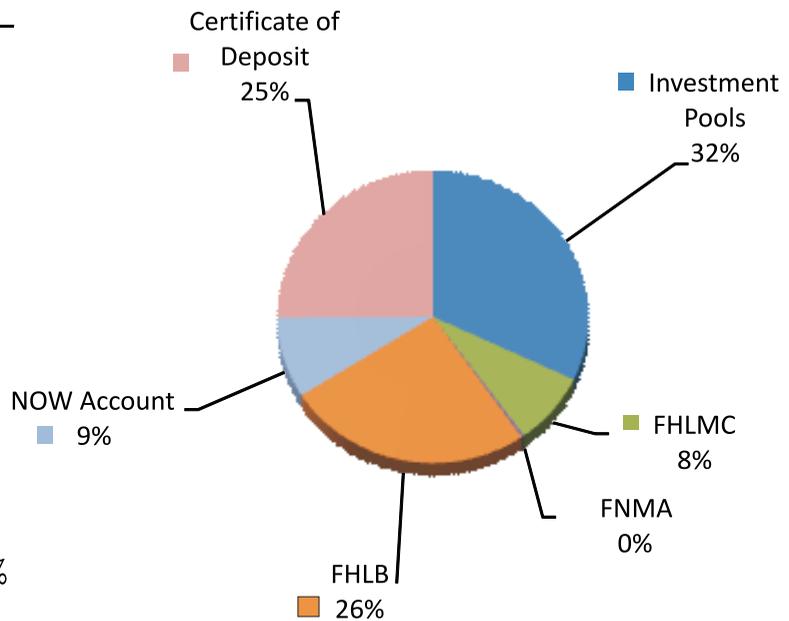


*Does not take into consideration callable issues that can, if called, significantly shorten the Weighted Average Maturity.

Portfolio Diversification

Figure II

Type	Book Value	% Total
Investment Pools	\$ 114,380,603	32.07%
Commercial Paper	0	0.00%
FHLMC	28,571,793	8.01%
FNMA	997,945	0.28%
FFCB	0	0.00%
FHLB	91,330,992	25.61%
NOW Account	31,915,464	8.95%
Certificate of Deposit	89,470,000	25.09%
Total	\$ 356,666,797	100.00%



INVESTMENT REPORT

Allocated Interest/Fund Balances May 2009

Fund	Beginning Fund Balance 5/31/2009	Allocated Interest Current Month	Fiscal Y-T-D	Ending Fund Balance 5/31/2009	% of Total
General	62,393,476	34,602	541,146	62,428,078	18.25%
G. O. Debt Services	33,210,687	17,914	204,479	33,228,601	9.71%
Street & Drainage Improvements	7,432,784	4,025	65,752	7,436,809	2.17%
Sewer CIP	9,729,927	5,223	91,694	9,735,150	2.85%
Capital Reserve	36,924,878	19,958	395,023	36,944,837	10.80%
Water & Sewer Operating	(7,714,861)	(3,745)	6,860	(7,718,606)	-2.26%
Water & Sewer Debt Service	1,561,582	796	7,439	1,562,378	0.46%
W & S Impact Fees Clearing	3,917,414	2,121	38,272	3,919,535	1.15%
Park Service Area Fees	5,606,308	3,033	59,634	5,609,341	1.64%
Property/ Liability Loss	3,784,420	2,141	49,387	3,786,561	1.11%
Information Services	6,610,861	3,545	102,951	6,614,406	1.93%
Equipment Replacement	13,378,951	7,169	103,085	13,386,121	3.91%
Developer's Escrow	3,537,227	1,917	40,275	3,539,144	1.03%
G. O. Bond Funds	67,716,802	37,506	650,881	67,754,308	19.80%
Municipal Drainage Bond Clearing	5,637,767	3,072	42,068	5,640,840	1.65%
Other	88,195,610	47,823	861,987	88,243,434	25.79%
Total	341,923,833.70	187,102	3,260,933	342,110,936	100%

Footnote: All City funds not restricted or held in trust are included in the Treasury Pool. As of May 31, 2009 allocated interest to these funds may include an adjustment to fair value as required by GASB 31

Portfolio Statistics

Month	Total Invested (End of Month)	Portfolio Yield	# of Securities Purchased*	# of Maturities/ Sold/ Called	Weighted Ave. Mat. (Days)	# of Securities
November, 2007	\$ 267,523,757	4.50%	0	13	336	85
December, 2007	\$ 296,692,760	4.38%	5	5	330	85
January, 2008	\$ 331,413,637	3.89%	0	7	271	78
February, 2008	\$ 355,278,178	3.74%	0	47	201	31
March, 2008	\$ 386,936,505	3.15%	2	6	185	27
April, 2008	\$ 381,286,506	2.74%	1	5	139	23
May, 2008	\$ 372,129,934	2.87%	3	1	154	25
June, 2008	\$ 359,631,853	2.80%	3	10	89	18
July, 2008	\$ 336,029,216	2.83%	5	4	114	19
August, 2008	\$ 335,093,919	2.69%	7	6	119	20
September, 2008	\$ 300,699,562	2.55%	1	5	104	16
October, 2008	\$ 288,885,757	2.73%	1	4	266	13
November, 2008	\$ 283,603,783	1.90%	1	5	82	9
December, 2008	\$ 309,132,350	1.49%	2	2	67	9
January, 2009	\$ 337,564,218	1.09%	7	3	98	13
February, 2009	\$ 355,625,399	0.82%	5	2	64	16
March, 2009	\$ 380,327,932	1.00%	4	1	112	19
April, 2009	\$ 364,025,210	1.00%	7	4	153	22
May, 2009	\$ 356,666,797	0.87%	12	3	194	31

*Does not include investment pool purchases or changes in NOW account balances.

INVESTMENT REPORT

Equity in Treasure Pool
By Major Category
Figure IV

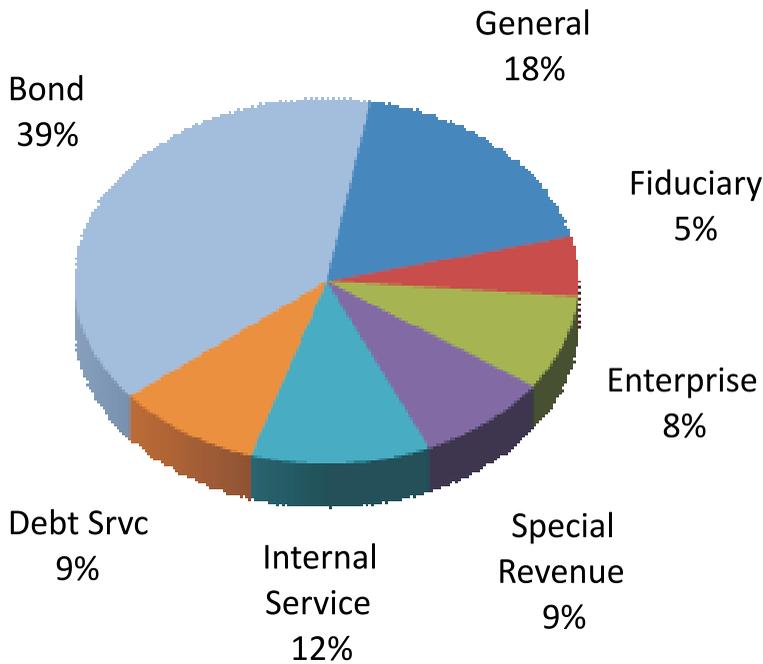
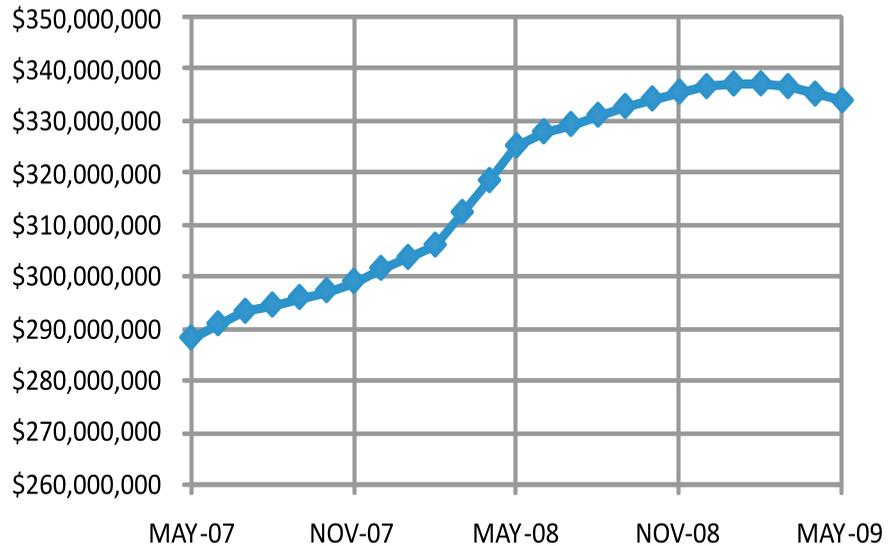


Figure IV shows a breakdown of the various sources of funds for the City's Treasury Pool as of May 31, 2009. The largest category is the Bond Fund in the amount of \$137.4 million. Closest behind is the General Fund with a total of \$65.2 million, and the Internal Service Fund with \$41.1 million.

Annualized Average Portfolio
Figure V

The annualized average portfolio for May 31, 2009 was \$336,666,797. This is an increase of \$8,715,771 when compared to the May 2008 average of \$372,129,934.



Discussion/Action Items for Future Council Agendas

July 3 – City Recognized Holiday for Independence Day

July 11 – Oak Point Park and Nature Preserve Grand Opening, 9 a.m. (Date Change)

July 27

Mobility Report
DART Report
Comprehensive Monthly Financial Report
Board/Commission Reappointments

July 29

2009-10 Budget Presentation

August 8 – City Council Retreat Follow-up, 8 a.m.

August 10

Public Hearing on Operating Budget and CIP

August 15 – City Council Budget Worksession

August 22 – Boards and Commissions Reception, BITR, 2 p.m.

August 24

ACC Report (Quarterly)
Mobility Report
DART Report
Comprehensive Monthly Financial Report

August 27 – Boards and Commissions Reception, PSA StarCenter, 6 p.m.

September 7 – Labor Day Holiday

September 13 – 17, ICMA Conference, Montreal

September 10 – District 4 Roundtable, PSA StarCenter, 7 p.m.

September 1

City Council Adopts Budget, CIP and sets Tax Rate

September 28

Mobility Report
DART Report
Comprehensive Monthly Financial Report

October 12

October 13 – National Night Out

October 21-23, TML Conference, Ft. Worth

October 26

Mobility Report
DART Report
Comprehensive Monthly Financial Report

November 9

November 10 – 14, NLC, San Antonio

November 23

ACC Report (Quarterly)
Mobility Report
DART Report
Comprehensive Monthly Financial Report

December 10 – District 2 Roundtable, TMC, 7 p.m.

December 14

December 22

Mobility Report
DART Report
Comprehensive Monthly Financial Report



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/22/09	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck		Assistant City Manager	
Dept Signature:			Deputy City Manager	
Agenda Coordinator (include phone #):		Sharon Wright X7107		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER SPECIAL RECOGNITION				
CAPTION				
Special Recognition: Plano Wetcats Master Swimmers				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

**PLANO CITY COUNCIL
NEIGHBORHOOD ROUNDTABLE
DISTRICT THREE
JUNE 4, 2009**

COUNCIL MEMBERS

Phil Dyer, Mayor
Harry LaRosiliere, Mayor Pro Tem
Lee Dunlap, Deputy Mayor Pro Tem
Pat Miner
Ben Harris
Mabrie Jackson
Lissa Smith
Jean Callison

STAFF

Thomas H. Muehlenbeck, City Manager
Frank Turner, Deputy City Manager
Bruce Glasscock, Deputy City Manager
Rod Hogan, Deputy City Manager
Mark Israelson, Assistant City Manager
LaShon Ross, Assistant City Manager
Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

The Plano City Council met informally at 7:12 p.m., Thursday, June 4, 2009, at Plano Sports Authority StarCenter, 6500 Preston Meadow, Plano, Texas. All Council Members were present. Mayor Dyer welcomed those in attendance and introduced Council and Staff. He spoke regarding the structure of the Council where all members represent citizens across the City, Plano as one of the safest cities in America, the demographics of District Three and passage of the bond referendums representing citizen investment in the future.

FY 2009-12 Financial Forecast

Director of Budget and Research Rhodes-Whitley spoke regarding the \$13 million shortfall in the General Fund, Council's decision to address the 2009-10 budget immediately upon approval of the 2008-09 budget, and prioritization of possible reductions. She spoke to double-digit declines in sales tax revenues six of the last seven months, a comptroller adjustment of \$1.4 million and proactive steps taken during the budget planning process to anticipate decreases. Ms. Rhodes-Whitley spoke regarding the anticipated decline in property tax evaluations, the impact of an upcoming bubble in commercial properties and the 33% decline in building and development revenues. She spoke to expenses which include no salary increases, five percent attrition, increases in health insurance costs, purchase of library books and inclusion of funding for economic development to attract new commercial entities and redevelopment in the City.

Ms. Rhodes-Whitley spoke to Council consideration of a possible \$8.6 million in reductions and reviewed key dates on the budget calendar. She advised that increases passed through from the North Texas Municipal Water District are typically related to debt, system expansion and chemical/electricity costs. Mayor Dyer spoke to the importance of City sales tax to the budget, and Ms. Rhodes-Whitley advised that any economic stimulus monies received would have no impact on the budget.

Community Investment Project (CIP) and Street Improvements – District 3

Chief Engineer - CIP Cosgrove spoke to stimulus monies related to construction at Legacy Drive/Preston Road. He spoke to work on improvements at Coit Road/Legacy Drive, main line work on Alma Drive and Independence Parkway, the bid for expansion of Ridgeview Drive to six lanes (Custer Road/Independence Parkway), design for the Russell Creek Sewer Rehabilitation project, “smoothing” bumps at the Spring Creek Parkway/Custer Road intersection with adjusted alignment, pavement rehabilitation on Legacy Drive, and additional fire hydrants along Spring Creek Parkway. Mr. Cosgrove spoke regarding the automation of school-zone flashers and the possible elimination of the Safe Streets Program.

Assistant City Manager/Director of Customer Utility Services Israelson spoke to using technology to send signals from City water meters directly to the Municipal Center through a wireless network with all meters replaced in eight months. He spoke to testing and accuracy of the system and movement by other utility providers to automated processes. Mr. Israelson spoke to contacting the Public Works Department to report watering issues, there being no water restrictions currently in place and requested citizens “water wisely.” Mr. Cosgrove spoke to replacement of water mains, automation of the traffic signal system and advised that Staff is no longer accepting applications for the Safe Streets Program. Traffic Engineering Manager Neal spoke regarding the timing of signals, the benefits of the wireless school flasher program and advised that Plano does not utilize the flashing yellow signal as it has not been adopted nation-wide. Police Chief Rushin spoke regarding the success of the Red-Light Program and its consideration by the legislature. Mr. Neal spoke to signalization at Ridgeview Drive and Independence Parkway, construction of Rasor Road (Ohio Drive to S.H. 121), and determination of speed limits on S.H. 121 service roads.

Council Member Jackson received questions from the audience and Chief Esparza advised that the City cannot control parking on public streets and spoke to access needed by emergency vehicles. Chief Building Official Mata spoke to sign regulations and an audience member requested revisiting the issue to address realtors’ concerns. Director of Property Standards O’Banner spoke to the need for identification of those submitting code complaints to prevent “hacking” of the system. She advised that colors for painting a home are not governed by the City, but may be addressed through homeowner’s associations. Director of Planning Jarrell responded to a citizen regarding height limits on wind turbines and solar panels. Chief Esparza spoke regarding possible reductions in the Fire Department including the elimination of two Staff positions, overtime for outreach programs, and an on-demand ambulance. He advised that all fire trucks include paramedics to meet “on time” goals and provided an update on Fire Station 12.

Chief Rushin spoke to cutting vacancies from the department, removal of some school liaisons with programs provided through PISD, moving to shared cars for detectives, and cuts in uniform, training and operating accounts. He advised that no officers are being removed from the streets, benchmarking with other cities and Plano's low crime rates. Council Member Jackson responded to an audience member that there are no changes planned for Collin Creek Mall at the present time and spoke regarding multiple ownership of the facility.

Mayor Dyer thanked those in attendance and recognized the designation of Mr. LaRosiliere as Mayor Pro Tem and Mr. Dunlap as Deputy Mayor Pro Tem. Nothing further was discussed and the meeting was closed at 8:48 p.m.

Phil Dyer, Mayor

ATTEST:

Diane Zucco, City Secretary

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
June 8, 2009**

COUNCIL MEMBERS

Phil Dyer, Mayor
Harry LaRosiliere, Mayor Pro Tem
Lee Dunlap, Deputy Mayor Pro Tem
Pat Miner
Ben Harris
Mabrie Jackson
Lissa Smith
Jean Callison

STAFF

Thomas H. Muehlenbeck, City Manager
Frank Turner, Deputy City Manager
Bruce Glasscock, Deputy City Manager
Rod Hogan, Deputy City Manager
Mark Israelson, Assistant City Manager
LaShon Ross, Assistant City Manager
Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor Dyer called the meeting to order at 5:11 p.m., Monday, June 8, 2009, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Mayor Dyer then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071; and Economic Development, Section 551.087 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Dyer reconvened the meeting back into the Preliminary Open Meeting at 6:09 p.m. in the Council Chambers where the following matters were discussed:

Consideration and Action Resulting From Executive Session

No items were considered.

Arts of Collin County Quarterly Report

ACC Executive Director Mike Simpson provided a recap of the project and advised that the Sam Rayburn Memorial Freeway dedication was held on the site. He spoke to Phase 1 including the performance hall, sculpture garden and event meadow. Mr. Simpson advised that during the last six months there have been \$1.5 in new donations and an expanded donation program with on-line capability. He spoke to expanded media coverage, presentations made across the area, and events including the combined presentation of the ACC and Dallas Center for the Performing Arts, Minyard Reception and Loft 610 Dinner.

Mr. Simpson spoke to signage and in-kind advertising along with the effectiveness of ads in generating donations. He reviewed the new donor/marketing brochure and advised that the master plan, theater design and construction documents will be complete with funding at 80%. Mr. Simpson spoke to the window of time for reduced project costs and next steps including continuing large donor emphasis, expanding fund-raising efforts including team cities, grass roots campaigning, using on-line donations, and increasing exposure.

DART Report

DART Board of Directors Member Loretta Ellerbe spoke to the decline in sales tax and its impact on transit systems, recognition of DART at the Metro Rail Conference as an outstanding transit system and increases in ridership. She spoke to delays in parking expansion due to inclement weather and by the board to charge for selected parking locations asking the Council to provide input on possible alternatives. Ms. Ellerbe spoke to fare increases, the Northwest Plano Parking and Ride awaiting TxDOT approval, cancellation of Sunday service on one route in the City, and DART discussion of adding another car to lite rail trains during rush hours. She spoke to the Green Line's completion in time for the State Fair, issues for the last phase of the Orange Line and the convergence of lines. Ms. Ellerbe advised she would provide information regarding bus routes for employees in the Legacy area.

Legislative Update

City Manager Muehlenbeck complimented Deputy City Managers Glasscock and Turner for their work during the legislative session.

Mr. Turner spoke to the proposed Texas Local Option Transportation Act (TLOTA) which would have provided counties in major metropolitan areas the opportunity to conducted elections to establish taxes and fees to support rail and road projects. Mr. Turner said the failed passage of TLOTA will likely cause the Regional Transportation Council to remove hundreds on miles of rail and road projects from the region's 2030 plan advising that if this occurs, the state's implementation plan for air quality may be brought into question. Mr. Turner spoke to passage of HJR 14 calling for a November election on a constitutional amendment further restricting the ability of local government to make use of eminent domain and passage of a bill allowing for the regulation of boarding houses for elderly and disabled persons.

Mr. Glasscock spoke to the defeat of efforts to implement a state-wide smoking ban, introduction of civil service and labor related bills and passage of a bill providing for reimbursement to the City of costs related to provision of emergency shelter. He advised that a bill related to automated external deliberators passed requiring placement in all nursing homes and similar institutions. Mr. Glasscock spoke to opposition of SB 1410 restricting Texas cities ability to require sprinkler systems in residential property and responded to City Manager Muehlenbeck advising that no bills related to red-light cameras prevailed during the session, but that they are expected to be brought up again in 2011.

City Council Appointments to Various Committees and Organizations

Mayor Dyer read the following appointments into the record:

COMMITTEES AND ORGANIZATIONS

- Arts of Collin County Mayors Committee - Mayor Dyer
- Collin County Mayors Committee – Mayor Dyer
- Council of Governments - Texas Clean Air Steering Committee – Ben Harris
- Dallas Regional Mobility Coalition - Mayor Dyer
- Designation of Official North Central Texas Council of Governments
- Voting Representative - Mayor Dyer
- Economic Development Board - Mayor Dyer and City Manager Muehlenbeck
- Memorial Day Committee – Deputy Mayor Pro Tem Lee Dunlap
- Metroplex Mayors Committee - Mayor Dyer
- North Texas Commission – Mabrie Jackson
- North Texas Housing Coalition – Pat Miner
- Regional Committee on Child Predator Legislation – Mayor Pro Tem Harry LaRosiliere and Jean Callison
- Regional Transportation Council – NCTCOG – Deputy Mayor Pro Tem Lee Dunlap and Lissa Smith
- TML & Other Legislative Action - Mayor Dyer

CITY COUNCIL COMMITTEES

- Board and Commission Review Committee – Mayor Pro Tem Harry LaRosiliere and Jean Callison
- Community Finance – Mayor Pro Tem Harry LaRosiliere and Ben Harris
- Joint PISD/Council Committee – Pat Miner and Mabrie Jackson

ADHOC/ROUNDTABLES/TASK FORCES

- 2010 Census Complete Count Committee – Pat Miner and Lissa Smith
- Multi-Cultural Outreach Roundtable – Mayor Pro Tem Harry LaRosiliere, Pat Miner and Lissa Smith

COUNCIL LIAISONS TO BOARDS AND COMMISSIONS

- Animal Shelter Advisory Committee – Pat Miner and Mabrie Jackson
- Arts of Collin County Commission Board of Directors – Jean Callison and Lissa Smith
- Board of Adjustment – Deputy Mayor Pro Tem Lee Dunlap and Pat Miner
- Building Standards Commission – Deputy Mayor Pro Tem Lee Dunlap and Ben Harris
- Civil Service Commission - City Manager Thomas Muehlenbeck
- Collin County Appraisal District Board – Mabrie Jackson
- Community Relations Commission – Jean Callison, Mabrie Jackson and Ben Harris
- Cultural Affairs Commission – Deputy Mayor Pro Tem Lee Dunlap, Jean Callison and Lissa Smith
- DART Board of Directors – Loretta Ellerbe
- Heritage Commission – Deputy Mayor Pro Tem Lee Dunlap and Mabrie Jackson
- Library Advisory Board - Mayor Pro Tem Harry LaRosiliere and Ben Harris

- North Texas Municipal Water District Board –Mabrie Jackson and Ben Harris
- Parks and Recreation Planning Board – Deputy Mayor Pro Tem Lee Dunlap and Pat Miner
- Planning and Zoning Commission –Mayor Pro Tem Harry LaRosiliere and Pat Miner
- Plano Housing Authority –Jean Callison and Ben Harris
- Public Art Committee – Jean Callison and Lissa Smith
- Retirement Security Plan Committee – City Manager Thomas Muehlenbeck
- Self Sufficiency Committee –Mabrie Jackson and Lissa Smith
- Senior Citizens Advisory Board –Jean Callison and Ben Harris
- Tax Increment Financing Reinvestment Zone No. 1 Board – Mayor Pro Tem Harry LaRosiliere
- Tax Increment Financing Reinvestment Zone No. 2 Board – Pat Miner

City Manager Muehlenbeck advised that Staff would determine the status of the Fire Team USA Committee.

Council Items for Discussion/Action on Future Agendas

No items were requested.

Consent and Regular Agenda

Deputy Mayor Pro Tem Dunlap requested Consent Agenda Item “D,” Bid No. 2009-117-B for 2008-2009 Arterial Concrete Pavement Rehabilitation Project – Los Rios Boulevard and Jupiter Road to Hencie International, Inc. in the amount of \$268,250, be removed for individual consideration due to a possible conflict of interest.

Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting at 6:56 p.m.

Phil Dyer, Mayor

ATTEST

Diane Zucco, City Secretary

PLANO CITY COUNCIL
June 8, 2009

COUNCIL MEMBERS

Phil Dyer, Mayor
Harry LaRosiliere, Mayor Pro Tem
Lee Dunlap, Deputy Mayor Pro Tem
Pat Miner
Ben Harris
Mabrie Jackson
Lissa Smith
Jean Callison

STAFF

Thomas H. Muehlenbeck, City Manager
Frank Turner, Deputy City Manager
Bruce Glasscock, Deputy City Manager
Rod Hogan, Deputy City Manager
Mark Israelson, Assistant City Manager
LaShon Ross, Assistant City Manager
Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor Dyer convened the Council into the Regular Session on Monday, June 8, 2009, at 7:11 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Reverend Bryan Stamper of Grace Presbyterian Church. The Pledge of Allegiance was led by Representatives of the Boys & Girls Club of Collin County – Plano.

Mayor Dyer presented special recognition in appreciation of outgoing Mayor Pat Evans and Council Members Scott Johnson and Sally Magnuson.

COMMENTS OF PUBLIC INTEREST

K. Henderson addressed the Council regarding unsanitary conditions at a Plano restaurant, non-compliance with health regulations and unresponsive City Staff. She requested the location be cited for code violations.

Citizen of Plano Jay Cooper spoke regarding disconnection of water service, requested reconnection and an item be placed on a future agenda.

CONSENT AGENDA

Council Member Dunlap requested that Consent Agenda Item “D” be removed for individual consideration due to a possible conflict of interest.

Upon a motion made by Deputy Mayor Pro Tem Dunlap and seconded by Council Member Callison, the Council voted 8-0 to approve and adopt all remaining items on the agenda as recommended and as follows:

Approval of Minutes (Consent Agenda Item “A”)
May 26, 2009

Approval of Expenditures

Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)

CSP No. 2009-67-C for the Avenue “N” Radio Communication Tower to EasTex Tower, Inc., in the amount of \$107,432 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”) [See Exhibit (A)]

Bid No. 2009-116-B for 2008-09 Screening Wall Panel Replacement Project to Ratliff Hardscape, LTD in the amount of \$296,890. This project involves the replacement of thin wall, screening wall panels at various locations across the City. (Consent Agenda Item “C”) [See Exhibit (B)]

Purchase from an Existing Contract

To approve the purchase of Traffic Control, Enforcement & Signal Preemption Equipment, including Installation, Set-up, and Programming in the amount of \$187,320 from Consolidated Traffic Controls, Inc., through an existing contract/agreement with the Houston-Galveston Area Council (HGAC), and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. PE-05-09) (Consent Agenda Item “E”)

Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)

To approve an Engineering Contract by and between the City of Plano and Brown & Gay Engineers, Inc., in the amount of \$173,786 for design of Park Estates Water Rehabilitation, and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

Adoption of Resolutions

Resolution No. 2009-6-1(R): To designate the Director of Parks and Recreation to act for and on behalf of the City of Plano in seeking participation in the Collin County Parks and Open Space Project Funding Assistance Program; certifying that the City of Plano is eligible to receive such financial assistance; certifying that matching funds from the County program will be used to construct Bluebonnet Trail East which shall be dedicated for public park and recreational uses; and providing an effective date. (Consent Agenda Item “G”)

Resolution No. 2009-6-2(R): To authorize continued participation with the Steering Committee of Cities Served by Oncor; and authorizing the payment of 10 cents per capita to the Steering Committee to fund regulatory and related activities related to Oncor Electric Delivery and providing an effective date. (Consent Agenda Item “H”)

Resolution No. 2009-6-3(R): To approve and authorize the refunds of property tax overpayments; and providing an effective date. (Consent Agenda Item “I”)

Resolution No. 2009-6-4(R): To approve the terms and conditions of a Software Support Agreement Renewal by and between Tritech Software Systems and the City of Plano, Texas for Computer Aided Dispatch System; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “J”)

Resolution No. 2009-6-5(R): To ratify the termination of a contract by and between Hisaw and Associates General Contractors, Inc., and the City of Plano for the Plano Centre Storage Expansion; approving its execution by the City Manager; and providing an effective date. (Consent Agenda Item “K”)

Resolution No. 2009-6-6(R): To approve the terms and conditions of an Advance Funding Agreement for projects using funds held in the State Highway 121 Sub-Account – City Street Development – Off System Projects; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “L”)

END OF CONSENT

Due to a possible conflict of interest, Deputy Mayor Pro Tem Dunlap stepped down from the bench on the following item.

Bid No. 2009-117-B for 2008-2009 Arterial Concrete Pavement Rehabilitation Project – Los Rios Boulevard and Jupiter Road to Hencie International, Inc. in the amount of \$268,250. This project involves the repair of arterial concrete pavement on Los Rios Boulevard between Country Club Drive and Park Boulevard and on Jupiter Road between Park Boulevard and Summit Road. (Consent Agenda Item “D”) [See Exhibit (C)]

Upon a motion made by Mayor Pro Tem LaRosiliere and seconded by Council Member Callison, the Council voted 7-0 to approve Bid No. 2009-117-B for 2008-2009 Arterial Concrete Pavement Rehabilitation Project – Los Rios Boulevard and Jupiter Road to Hencie International, Inc. in the amount of \$268,250.

Deputy Mayor Pro Tem Dunlap resumed his place at the bench.

Public Hearing and adoption of Ordinance No. 2009-6-7 as requested in Zoning Case 2008-74 to amend Section 1.600 (Definitions) of Article 1 (General Regulations), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses), and Subsection 3.102 (Day Care Centers) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, regarding Day Care Centers; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: City of Plano (Regular Agenda Item “1”)

Director of Planning Jarrell spoke to conflicts between City and state regulations and proposed changes to the Zoning Ordinance to focus on the location of day care facilities rather than operational aspects. She advised that operators would need to comply with outdoor play space requirements set forth by the state and spoke to specific use permits for commercial operations in residential districts or those caring for more than eight children. Ms. Jarrell advised that the Planning and Zoning Commission recommended approval as follows: (Additions are indicated in underlined text; deletions are indicated in strikethrough text.)

1. Amend Section 1.600 (Definitions) of Article 1 (General Regulations) to revise definitions for day care center and day care center (in home), and create a new definition for day care center (accessory) use:
 - a. Day care center:

~~A facility providing care, training, education, custody, treatment, or supervision for 13 or more children for less than 24 hours per day The term “day care center” shall not include overnight lodging, medical treatment, counseling, or rehabilitative services and does not apply to any school. (See Subsection 3.102.) (Ordinance No. 93-10-32)~~

Ordinance No. 2009-6-7 (cont'd)

An operation other than public, parochial, or private school providing care for seven or more children under 14 years old for less than 24 hours per day at a location other than a residence.

b. Day care center (in home):

~~Allowed as a home occupation (refer to Subsection 3.110) in the caretaker's residence under these three options. (Ordinance No. 94-1-19)~~

- ~~1. Provides care for less than 24 hours a day to no more than 6 children under the age of 14, plus no more than 6 additional elementary school age children (age 5 to 13). The total number of children (counting the caretaker's own children) is no more than 12 at any time. Registration with the Texas Department of Protective and Regulatory Services is required, unless exempted by State law.~~
- ~~2. Provides care for less than 24 hours a day for 7 to 12 children (including the caretaker's and staff's children) under the age of 14. A license from the Texas Department of Protective and Regulatory Services is required. Care provided to 9 or more children that does not comply with Option 1 requires a specific use permit.~~
- ~~3. All group day care homes which were licensed by the State of Texas or had a license application pending on or before October 25, 1993, are considered to be a legal use in residential districts and will not require specific use permit approval as long as a valid license is maintained for the operation in its original location and it provides care for less than 24 hours a day for no more than 12 children (including the caretaker's and staff's children) under the age of 14.~~

An operation providing care in the caretaker's residence for less than 24 hours a day for up to 12 children under the age of 14, provided that the total number of children, including the caretaker's own children, is no more than 12 at any time.

c. Day care center (accessory):

Accessory day care center is an accessory use providing care for children of employees, customers, or patrons of the principal use. The center shall be completely contained within the primary use and shall not constitute more than 15% of the area of the principal use.

2. Amend Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) allowing day care centers by right or with specific use permit, and adding End Note number 42 as follows:

Ordinance No. 2009-6-7 (cont'd)

Residential Zoning Districts

Permitted Uses	Category	A - Agricultural	ED - Estate Development	SF-20 - Single-Family-20	SF-9 - Single-Family-9	SF-7 - Single-Family-7	SF-6 - Single-Family-6	2F - Two-Family (Duplex)	PH - Patio Home	SF-A - Single-Family Attached	MH - Mobile Home	MF-1 - Multifamily-1	MF-2 - Multifamily-2	MF-3 - Multifamily-3	GR - General Residential	UR - Urban Residential
Day Care Center	Service	S	S	S	S	S	S	S	S	S	P	P	P	P	S	S
Day Care Center (In-home)	Service	<u>P</u> <u>42</u>	<u>P</u> <u>42</u>	<u>P</u> <u>42</u>	<u>P</u> <u>42</u>	<u>P</u> <u>42</u>	<u>P</u> <u>42</u>	<u>P</u> <u>42</u>	<u>P</u> <u>42</u>	<u>P</u> <u>42</u>	P	P	P	P	<u>P</u> <u>42</u>	<u>P</u> <u>42</u>
<u>Day Care Center (Accessory)</u>	<u>Service</u>											P	P	P		

End Note: 42 - See Subsection 3.102.2.c

Nonresidential Zoning Districts

Permitted Uses	Category	O-1 - Neighborhood Office	O-2 - General Office	R - Retail	BG - Downtown Business/Government	LC - Light Commercial	CE - Commercial Employment	CB-1 - Central Business-1	LI-1 - Light Industrial-1	LI-2 - Light Industrial-2	RE - Regional Employment	RC - Regional Commercial	RT - Research/Technology Center	CC - Corridor Commercial
Day Care Center	Service	P	P	<u>S</u> <u>P</u>	<u>S</u> <u>P</u>	S	P	P	S	S	<u>S</u> <u>P</u>	<u>S</u> <u>P</u>	<u>S</u> <u>P</u>	S
<u>Day Care Center (Accessory)</u>	<u>Service</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>S</u>	<u>P</u>	<u>P</u>	<u>S</u>	<u>S</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>S</u>

Ordinance No. 2009-6-7 (cont'd)

3. Amend Subsection 3.102 (Day Care Centers) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) as follows:

3.102 Day Care Centers, Day Care Centers (In-home), and Day Care Centers (Accessory)

~~Site plan approval by the Planning & Zoning Commission shall be required for all day care center sites, whether or not a specific use permit is required. Day care centers are a permitted use by right if operated by an organized church and within the building complex of said church. However, operation of day care facilities requires site plan approval and issuance of a Certificate of Occupancy for day care.~~

~~Day care centers located within any residential district except multifamily districts shall be required to plat in multiples of the minimum lot width of the district classification requirements. The lot depth shall meet the minimum requirements and in no case shall be approved in a configuration which could not, in the Planning & Zoning Commission's opinion, be converted into standard lots for residential development.~~

~~(1) Day care centers are permitted in nonresidential districts only when:~~

~~(a) The day care center is platted on an individual lot.~~

~~(b) The day care center is in a multi-occupant building with direct access to the exterior of the building. Direct access must be provided to the outdoor play space. The outdoor play space must be immediately adjacent and not separated from the day care center.~~

~~(c) The day care center is in an enclosed shopping mall exceeding 500,000 square feet of gross leasable area, provided the center shall be located within the interior of the mall, with no direct access to the exterior of the building. Day care shall be provided for less than four hours per day for an individual person within a mall day care center~~

~~(d) The day care center is located in an office structure or similar single-user structure with no direct access to the exterior of the building other than doorways connecting to outdoor play space as per building code requirements.~~

~~(e) The day care center is an accessory use which provides a service to employees, customers, or patrons of the principal use. A two square foot identification sign may be provided.~~

~~(f) The day care center is in an accessory building located on the same lot as the main building which provides a service to employees, customers, or patrons of the main building. A two square foot identification sign may be provided.~~

~~(2) All day care centers and day care centers (accessory) shall comply with the following standards:~~

~~(a) All passenger loading and unloading areas and outdoor play space shall be located so as to avoid conflict with vehicular traffic. Adequate walkways shall be provided.~~

~~(a) If required by the State of Texas, the day care center must be licensed or registered.~~

Ordinance No. 2009-6-7 (cont'd)

~~(b) Outdoor play space shall be provided at a rate of 65 square feet per child. This requirement shall be based on the maximum design capacity of the day care facility constructed. The outdoor play space shall have no dimension of less than 30 feet. This requirement may be waived by the Planning & Zoning Commission if the day care is provided for less than four hours per day for an individual person.~~

~~(c) In residential districts, a maximum of one half of the required outdoor play space may be provided offsite in a public park. When off premises outdoor play area is utilized, it must be located within 100 feet of the day care facility premises and safely accessible without crossing at grade any major or secondary thoroughfare.~~

~~(db) No day care center shall be part of a single-family or two-family dwelling.~~

~~(ec) A day care center shall abut and derive its primary access from a street with a pavement width of 36 feet or greater.~~

~~(f) As a general guideline, no portion of a day care center site should be located within 300 feet of gasoline pumps or underground gasoline storage tanks, or any other storage area for explosive materials.~~

(3) Day care center (in-home) is allowed as a home occupation (refer to Subsection 3.110) in the caretaker's residence subject to:

(a) If required by the State of Texas, the day care center must be licensed or registered.

(b) Care provided to eight or fewer children is allowed by right.

(c) Care provided to nine or more children is allowed with approval of a specific use permit.

All group day care homes which were licensed by the State of Texas or had a license application pending on or before October 25, 1993, are considered to be a legal use in residential districts and will not require specific use permit approval as long as a valid license is maintained for the operation in its original location and it provides care for less than 24 hours a day for no more than 12 children (including the caretaker's and staff's children) under the age of 14.

Ms. Jarrell advised the Council that use charts reflect City ordinance regulations and that deed restrictions not controlled by the City may be more restrictive. She advised that Plano does not regulate outdoor playspace for in-home care and spoke to neighborhood notification of specific use permits.

Mayor Dyer opened the Public Hearing. No one spoke either for or against the request. The Public Hearing was closed.

Upon a motion made by Council Member Miner and seconded by Council Member Harris, the Council voted 8-0 to amend Section 1.600 (Definitions) of Article 1 (General Regulations), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses), and Subsection 3.102 (Day Care Centers) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, regarding Day Care Centers as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2008-74; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date; and further to adopt Ordinance No. 2009-6-7.

Public Hearing and adoption of Ordinance No. 2009-6-8 as requested in Zoning Case 2009-08 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development 109-Retail/General Office on 14.8± acres located at the southwest corner of Park Boulevard and Alma Drive in the City of Plano, Collin County, Texas, to revise the concept plan to increase the lot size; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Racetrac Petroleum, Inc. (Regular Agenda Item “2”)

Director of Planning Jarrell advised that when this district was rezoned in 2000, the concept plan was adopted as part of the ordinance and this request to amend the plan allowing for a lot size to accommodate a convenience store/gas pumps. She advised that the Planning and Zoning Commission recommended approval as submitted.

Mayor Dyer opened the Public Hearing. Cheryl Williams, representing the applicant, requested the amendment to allow for a new-concept facility with enhanced exterior, landscaping, and lighting 20% less bright than typical locations. She spoke to input received from the nearby homeowners and responded to Deputy Mayor Pro Tem Dunlap advising that plant materials will be chosen with consideration of their preferences. Ms. Williams responded to Council Member Smith regarding canopy lighting and screening. No one else spoke either for or against the request. The Public Hearing was closed.

Upon a motion made by Deputy Mayor Pro Tem Dunlap and seconded by Mayor Pro Tem LaRosiliere, the Council voted 8-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development 109-Retail/General Office on 14.8± acres located at the southwest corner of Park Boulevard and Alma Drive in the City of Plano, Collin County, Texas, to revise the concept plan to increase the lot size; directing a change accordingly in the official zoning map of the City as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2009-08; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

Public Hearing and adoption of Ordinance No. 2009-6-9 as requested in Zoning Case 2009-09 to amend Section 1.600 (Definitions) of Article 1 (General Regulations), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses), Section 6.200 (Board of Adjustments) of Article 6 (Procedures and Administration) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to amend regulations for household care facilities, rehabilitation care facilities, and boarding houses; establish definitions for household, boarding houses, and permitted uses and standards; and to establish a process for reasonable accommodation of housing for persons with disabilities; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: City of Plano (Regular Agenda Item “3”)

Director of Planning Jarrell advised that the proposed amendments will update the Zoning Ordinance to conform to Fair Housing Laws and the Americans' With Disabilities Act, update definitions, and that there are no changes to the use charts. She advised that the Planning and Zoning Commission recommended approval as follows: Deletions are indicated by a strikethrough; new language is indicated by underlined text.

Ordinance No. 2009-6-9 (cont'd)

Article 1 General Regulations
Section 1.600 Definitions

Assisted Living Facility - ~~A development building or buildings, other than a single-family dwelling,~~ designed and staffed to provide housing for residents who require some type of support for daily living, such as assistance for bathing, dressing, medication, meal preparation, or other functions. In addition to housing, this type of facility may also provide convenience services such as meals, housekeeping, transportation and community facilities such as central dining rooms and activity rooms.

Boarding/Rooming House - ~~A residence structure, other than a excluding hotels, motels and multi-family dwellings, where lodging and/or meals for four or more persons are provided for compensation—living quarters are shared by three or more persons not living together as a single household and where personal care services or assistance with medications (as defined by the Texas Health and Safety Code) are not provided~~

Dwelling - Single-Family - A building having accommodations for and occupied by not more than one ~~family household~~.

Dwelling - Two-Family - A detached building having separate accommodations for and occupied by not more than two ~~families households~~.

Dwelling - Multifamily - Any building or portion thereof, which is designed, built, rented, leased or let to be occupied as three or more dwelling units or apartments or which is occupied as a home or residence of three or more ~~families households~~.

Disabled Individual - ~~A person who has a physical or mental impairment that substantially limits one or more major life activities, a person who is regarded as having that type of impairment, or a person who has a record of that type of impairment. The term “disabled” includes persons recovering from addiction, but such term does not include current, illegal use of, or addiction to a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).~~

Household - ~~A domestic unit that resides in and shares in common a single dwelling unit and consists of one or more individuals related by blood, marriage, adoption or recognized legal union or guardianship, and not more than four adult unrelated individuals, plus any minor children, or persons residing in a household care facility.~~

Household Care Facility - A dwelling unit that provides residence and care to not more than ~~six~~ eight persons, regardless of legal relationship, who are elderly; disabled; orphaned, abandoned or neglected children; victims of domestic violence; or rendered temporarily homeless due to fire, natural disaster or financial setbacks, living together with not more than two caregivers as a single household. Where applicable, a household care facility shall have appropriate licensing and/or registration by the State of Texas.

Household Care Institution - A facility that provides residence and care to more than ~~six~~ eight persons, regardless of legal relationship, who are elderly; disabled; orphaned, abandoned or neglected children; victims of domestic violence; convalescing from illness, or rendered temporarily homeless due to fire, natural disaster or financial setback. Where applicable, a household care institution shall have appropriate licensing and/or registration by the State of Texas.

Ordinance No. 2009-6-9 (cont'd)

Rehabilitation Care Facility - A dwelling unit which provides residence and care to not more than ~~nine~~ eight persons, regardless of legal relationship, who have ~~demonstrated a tendency towards alcoholism, drug abuse, mental illness, or antisocial or criminal conduct~~ been convicted of prohibited criminal conduct, and received conditional release, probation, or parole with supervision, living together with not more than two supervisory personnel as a single household ~~housekeeping unit~~. Where applicable, a rehabilitation care facility shall have appropriate licensing and/or registration.

Rehabilitation Care Institution - A facility which provides residence and care to ~~ten~~ nine or more persons, regardless of legal relationship, who have ~~demonstrated a tendency toward alcoholism, drug abuse, mental illness, or antisocial or criminal conduct~~ been convicted of prohibited criminal conduct and received conditional release, probation, or parole with supervision, together with supervisory personnel.

Article 2 Zoning Districts and Uses
Subsection 2.502 Schedule of Permitted Uses

Remove specific use permit requirement for household care facility in the Agricultural zoning district and allow this use by right.

Article 6 Administration
Subsection 6.200 Board of Adjustment

Add (2)(e) as follows:

(e) Hear and decide requests for reasonable accommodations in the city's zoning and development regulations when needed to provide an individual with a disability an equal opportunity to use and enjoy a dwelling, in accordance with the following procedures:

- (i) A request for reasonable accommodation may be made to the Chief Building Official by any person with a disability, their representative or a developer or provider of housing for individuals with disabilities. The request shall state the reason for the accommodation from the zoning and development regulations and the basis for the request.
- (ii) The Board of Adjustment shall conduct a hearing to determine whether the request for reasonable accommodation should be granted. The applicant or applicant's representative shall have the burden to demonstrate that:
 - 1 The applicant (or the person on whose behalf the applicant is requesting the accommodation) suffers from a disability as defined by the Fair Housing Amendment Act and:
 - 2 The applicant (or the person on whose behalf the applicant is requesting the accommodation) demonstrates that the accommodation is both reasonable and necessary. An accommodation under this section is "necessary" if without the accommodation the applicant will be denied an equal opportunity to obtain the housing of his or her choice.

Ordinance No. 2009-6-9 (cont'd)

- (iii) If the applicant demonstrates the matters set out in (ii), (1) and (2) above, the request for reasonable accommodation shall be granted by the Board unless the accommodation would fundamentally alter the city's land use and zoning patterns or if the use's impact on its surroundings is no greater than that of other uses permitted in the district.
- (iv) A reasonable accommodation for an increase in the number of residents use terminates if the property ceases to be operated as housing for disabled persons as defined by the Fair Housing Amendment Act.

Ms. Jarrell responded to Deputy Mayor Pro Tem Dunlap advising that the Board of Adjustment will not be required to find a hardship for a variance.

Mayor Dyer opened the Public Hearing. No one spoke either for or against the request. The Public Hearing was closed.

Upon a motion made by Mayor Pro Tem LaRosiliere and seconded by Council Member Miner, the Council voted 8-0 to amend Section 1.600 (Definitions) of Article 1 (General Regulations), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses), Section 6.200 (Board of Adjustments) of Article 6 (Procedures and Administration) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to amend regulations for household care facilities, rehabilitation care facilities, and boarding houses; establish definitions for household, boarding houses, and permitted uses and standards; and to establish a process for reasonable accommodation of housing for persons with disabilities as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2009-09; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date; and further to adopt Ordinance No. 2009-6-9.

Public Hearing and adoption of Ordinance No. 2009-6-10 to repeal in its entirety Ordinance No. 97-8-7; codified as Section 19-21, Rules and Regulations Adopted, of Article II (Design and Construction) of Chapter 19 (Streets and Sidewalks) of the Code of Ordinances of the City of Plano; adopting minimum standards to be followed in the development of streets, thoroughfares, sidewalks, and appurtenances within the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: City of Plano (Regular Agenda Item "4")

Senior Traffic Engineer Green spoke to thoroughfare regulations providing design criteria and direction regarding the interface of driveways/minor roads with thoroughfares. He advised that this request includes language on variance procedures to facilitate redevelopment, updates visibility criteria, revises driveway design standards, and removes reference to Spring Creek Parkway as a Type "A" roadway. He spoke to modified requirements for offset roadways and consolidation of access requirements for service roads along control access facilities. Deputy Mayor Pro Tem Dunlap requested review of the turning radii and parking in the Legacy Town area and the impact on large vehicles (busses and fire trucks).

Mayor Dyer opened the Public Hearing. No one spoke either for or against the request. The Public Hearing was closed.

Ordinance No. 2009-6-10 (cont'd)

Upon a motion made by Deputy Mayor Pro Tem Dunlap and seconded by Council Member Miner, the Council voted 8-0 to repeal in its entirety Ordinance No. 97-8-7; codified as Section 19-21, Rules and Regulations Adopted, of Article II (Design and Construction) of Chapter 19 (Streets and Sidewalks) of the Code of Ordinances of the City of Plano; adopting minimum standards to be followed in the development of streets, thoroughfares, sidewalks, and appurtenances within the City as requested by the Planning and Zoning Commission; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date; and further to adopt Ordinance No. 2009-6-10.

There being no further discussion, Mayor Dyer adjourned the meeting at 8:05 p.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary

**PLANO CITY COUNCIL
SPECIAL CALLED WORKSESSION
June 10, 2009**

COUNCIL MEMBERS

Phil Dyer, Mayor
Harry LaRosiliere, Mayor Pro Tem
Lee Dunlap, Deputy Mayor Pro Tem
Pat Miner
Ben Harris
Mabrie Jackson
Lissa Smith
Jean Callison

STAFF

Thomas H. Muehlenbeck, City Manager
Frank Turner, Deputy City Manager
Bruce Glasscock, Deputy City Manager
Rod Hogan, Deputy City Manager
Mark Israelson, Assistant City Manager
LaShon Ross, Assistant City Manager
Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor Dyer convened the Council into the Special Called Worksession on Wednesday, June 10, 2009, at 8:13 a.m., in the Building Inspections Training Room of the Plano Municipal Center, 1520 K Avenue, Plano, Texas 75075. All Council Members were present. Council Member Callison arrived at 8:18 a.m.

Discussion, Direction and Action Regarding Review of City of Plano Vision, Mission, Strategic Plan, Overarching Themes, Goals and Core Businesses, including Council Governance, Roles and Responsibilities

Lyle Sumek, of Lyle Sumek Associates, Inc. facilitated the worksession and reviewed the history of the Council-Manager form of government. He spoke to the *Working Model* wherein governance (the what) is determined by the Mayor and Council, the City Manager determines the means of accomplishment (the how) and employees provide the service (action). He spoke to the role of Council to: determine core businesses, define goals, develop strategies, establish an annual agenda, make policy decisions, listen to the community and be responsive to the majority of citizenry, be an advocate for the City, delegate to Staff, monitor performance and results, set the “corporate” tone and hire/fire the chief executive officer.

The Council discussed the Mayor-City Council team in action and criteria used to determine its effectiveness including: no carry over from a previous item – vote and move on; Council decisions based on community benefits – not political expediency; each member has a voice and is contributing; Council members are respectful of each others’ perspectives and styles; Council creates well-defined, consistent goals and Staff produces results to match; members act in a positive and enthusiastic manner with integrity and ethics both personally and as a group.

The Council spoke to supporting one another and speaking in one voice; members participation in open communication – open to new ideas and new approaches; Council utilizing creative thinking and citizens seeing them as effective; members operating in an honest and respectful manner to differing opinions; Council having sensitivity to citizen “needs”; and being proactive about changes (providing information to citizens). Mr. Sumek spoke to making decisions based on values.

The Council recessed the worksession at 9:42 a.m. and reconvened 9:52 a.m.

Mr. Sumek spoke to development of house rules as a commitment by members which include: Respect others; Act in an honest, open and ethical manner; Communicate in an open, direct manner; Decide based upon what is best for Plano; Decide and move on to the next issue; Support the decision, direction and policy; Listen to others – listen before judging or deciding; Keep your sense of humor – have fun; and If you have a problem, go to that person directly.

Mr. Sumek reviewed basic operating protocols discussed in November 2008: 1) When Council has a simple information request it should be relayed to the City Manager’s office so that he might provide information; 2) Research on a topic should be forwarded to the City Manager’s office with guidelines and direction for an item on the agenda; 3) for Citizen Requests if it is the first contact, advise the City Manager who will copy all Council members regarding actions so they may respond to citizens. If it is an unsatisfactory contact, notify the City Manager providing details and the Council will respond to the citizen if they have background information. The Council clarified that they will advise the City Manager in the event he should respond to a citizen; 4) questions and answers on agenda items will be forwarded to the City Manager/City Attorney who will copy information to all Council Members; 5) Council policy initiatives – contact the Mayor and City Manager; 6) Communications Mayor and Council - The Council discussed having lunch with the Mayor to build relationships and City Manager Muehlenbeck spoke to his communications being sent to all Council Members; 7) Employee initiated contact will be sent to the City Manager for the chain of command and Council will use discretion in Staff contact they initiate; and 8) E-mail responses to questions are copied to other members and Council discussed answering on their own behalf and having the option to express their agreement with the answer provided. The Council discussed information contacts versus those for negotiating and Mayor Pro Tem LaRosiliere spoke to striking a balanced level of communication with those looking to develop in the City.

The Council spoke to their expectations of Mayor Dyer including hands on leadership; setting a good tone; helping the Council address issues; sharing political capital; being Mayor to everyone; being a cheerleader for the City of Plano; acting in a professional manner; providing a clear vision and driving the agenda; being inclusive; having a willingness to ask questions and change direction; placing his “print” on decisions and delivering his message; having the ability to say “no”; and utilizing Council members as representatives at events. The Council discussed Staff clarifying a Council Member’s role when they are called upon to appear at events in place of Mayor Dyer.

The Council spoke to the Mayor thanking citizens during Public Comments; sharing communication among Council members in more frequent retreats; and to connecting the good work of Staff and volunteers to its value to the citizens of Plano. Mayor Dyer spoke to his role as one of the team.

Mayor Dyer spoke to his expectations of the Council including following house rules and bringing forward new agenda items. The Council concurred that Mayor Dyer will recognize those members wishing to speak in an informal manner rather than using the speaker roll call.

The Council recessed the worksession at 11:15 a.m. and reconvened 11:21 a.m.

The Council discussed their roles as board/commission liaisons and concurred to attend an initial meeting as a means of introduction; review the board's agendas and reports; serve as a trouble shooter; communicate and interface between the Council and the board; identify areas that may need to be addressed including policy changes; know the board's purpose; attend meetings at their discretion; be sensitive to avoid any impact your presence may have on the board; and directed Staff add the Council liaison names to the bottom of future agendas. The Council discussed non-City committees and the need to distribute information to all members, communication between liaisons and the Mayor; and requested agendas be provided to all Council members from outside entities (such as DART and the North Texas Municipal Water District). City Manager Muehlenbeck advised he would bring back an item for Council consideration related to "paid" parking at the DART station. The Council spoke to thinking "regionally" when attending outside meetings and to including Mayor Dyer as a liaison for the DART Board of Directors.

City Manager Muehlenbeck advised the Council of the goal to move to a paperless agenda by the end of the year and Council Member Miner spoke to electronic delivery.

Deputy City Manager Glasscock requested input related to Council involvement in National League of Cities and Texas Municipal League committees. The Council discussed the importance of Plano's leadership role amongst other cities; the return on investment; educational opportunities; and maintaining a focus on Plano. Mr. Glasscock spoke to networking with other cities and the benefit of membership on various committees related to policy at the federal level. The Council concurred that members may choose to be active participants at their own discretion.

Mr. Sumek spoke to input received from the Council and Staff related to City revenues: Fund - Prior Bond Projects (Debt/Operating Costs); Bond Package - First year impact and beyond including possible acceleration of projects; Same tax rate - service reductions; Tax rate increases in the future - smaller if increase now - larger if no increase - unless reduction in current services; and \$4 million more cuts to balance the budget in 2010.

City Manager Muehlenbeck spoke to the City as an economic engine with the lion's share of expenses coming from employee salaries and the elimination of more than 100 positions in the last year and a half some of which were occupied. Mr. Muehlenbeck spoke to past ability to fund services and increases as a result of growth reflected in building revenues; franchise taxes; sales tax and new property coming on line.

Mr. Muehlenbeck spoke to the City's history of providing the public with information regarding potential tax rate increases with the passage of bond propositions; the slow down in revenues; reductions in expenditures; a shortage of \$4 million with cuts previous approved; and the impact of certificates of obligation issued for the moto-mesh and the customer utility billing reader system along with the increased costs of operation. Mr. Muehlenbeck advised that there may be a breaking point with regard to increased fees and responded to Council Member Jackson regarding the timing of bond sales and issuance costs advising he would bring back information related a possible earlier sale.

The Council spoke to receiving information regarding the tax rate based on the least aggressive and most aggressive actions. The Council spoke to making an investment in the City and its quality of life, providing citizen education and receiving input, making decisions for Councils in the future, reviewing other areas that may need funding including neighborhood partnerships or incentives for redevelopment, concentrating efforts on essential services, and eliminating programs to free money for other uses. Mr. Muehlenbeck advised that membership information will be brought for Council consideration and responded to Council Member Jackson regarding the workload of current Staff. Council Member Callison spoke to Plano's bond rating being related to its ability to raise monies. Mr. Sumek spoke to Staff bringing options forward to the Council, considering the impact on the quality of life and returns on investment; reviewing funds that have needs to continue to be competitive; achieving goals and maintaining a quality of life along with the level of service citizens expect.

The Council recessed the worksession at 1:16 p.m. and reconvened 1:29 p.m.

Mr. Sumek spoke to the *Strategic Planning Model* which begins with a vision of the future, a value based set of principles that define what we will be and what will distinguish the City from others in 10-15 years. He advised this defines the destination of where to take the community and referred to the map or focus on the goals including outcome-based objectives and potential actions for five years which can be translated into challenges and actions to arrive at the destination. He advised that the itinerary includes the actions (a work program focused for one year) with a policy agenda for the Mayor and Council, management for Staff; major projects and specific actions that produce results.

The Council spoke to their Vision of 2024 including Plano as a high quality employment center with a strong demand for housing; offering an exceptional quality of life as reflected in schools, entertainment and culture; "revealing" Collin Creek; successful implementation of density nodes; having companies and young families coming for a safe community; economic development maintenance; being one of "the best"; keeping Plano safe and clean; offering quality of life for all segments of the community; a vibrant arts community including the arts hall; keeping a low tax rate; addressing Plano Centre and possible mixed use for Collin Creek Mall; buy-in at The Shops at Legacy; having a diverse business center; maintaining safe streets; higher density development with 3-4 major urban centers; a vibrant downtown; and Plano as a premier City to live work and play.

The Council spoke to redevelopment of track home neighborhoods; offering good/reliable public transit including railroad and cotton belt line, completion of the Arts of Collin County and Oak Point Park; full development along S.H. 190 and S.H. 121, businesses located in the Research/Technology and Legacy areas, revisiting the Haggard Park area and post-WWII housing; defining a true sense of place, addressing the Spring Creek Walk, offering a “Deep Ellum” venue in downtown, rezoning/revitalizing the City as a whole, offering economic incentives for business and families, bringing alcohol sales to the City; and representing corporate headquarters to additional firms.

The Council spoke to their Vision for 2014 including visible differences in the downtown area (music/gathering place); redevelopment of corners (rezoned for housing); additional town homes; vibrant Shops at Legacy; self-regulated code enforcement; rental inspections for single family housing; maintaining the quality of life; creating a sense of place; redefining downtown and renewing neighborhoods; leveling the playing field for restaurants/bars; making downtown cool/hip (family friendly); young families moving in; targeting redevelopment and asset management; completion of the rail (red line and cotton belt); revitalization of Collin Creek Mall; development of Oak Point Park and Fire Station 13; Plano as a regional player; maintaining public safety; utilization of Plano Centre; up to 10% population growth; completion of a major project (Arts of Collin County or a Plano Gateway); completion of land acquisition for the parks system; strong financial rankings; attending events at the ACC and attracting businesses.

City of Plano – Goals 2014

The Council updated the goals and ranked them in the following order: Financially Strong City with Service Excellence; Safe Large City; Strong Local Economy; Great Neighborhoods – First Choice to Live; Exciting Urban Centers – Destination for Residents and Guests; Partnering for Community Benefit.

Financially Strong City with Service Excellence

The Council collectively identified objectives as a balanced and reliable revenue fund with a tax rate to support defined services, service levels and investing in the future; services delivered in the most cost-effective manner; investing in maintaining City infrastructure and facilities; City services and service level responsive to the needs of residents; effective use of technology to enhance service delivery and operating efficiencies; and maintaining a AAA bond rating.

Challenges and opportunities identified by the Council as a whole were declining and uncertain City revenues; residents’ expectations of service; willingness to increase tax rates; and commercial property values. Mr. Sumek described actions as the direction of the budget and tax rate; information technology issues; online financial information; water conservation program; land acquisition; public information; retirements and succession planning; management assessment and direction; Plano Centre; and evaluation of human and social services funding.

Safe Large City

The Council collectively identified objectives as the residents' feeling and being safe – in their homes, community and in reporting issues to the City; low crime rate – crimes solved and criminals going to jail; meeting established City standards in response to an emergency call for service; Police and Fire working with the community and residents sharing responsibility for community safety; visible and known police presence in the community and neighborhoods; and effective use of technology to make our community safe and informed.

Challenges and opportunities identified by the Council as a whole were the use of technology including communications and enforcement; maintaining appropriate public safety staffing; residents' taking greater responsibility for their neighborhoods and community safety; and addressing funding and costs. The Council discussed actions including expansion of the Neighborhood Crime Watch Program; a neighborhood crime strategy, grants for public safety; and the use of technology.

The Council recessed the worksession at 3:33 p.m. and reconvened 3:42 p.m.

Strong Local Economy

The Council collectively identified objectives as retention and growth of Plano's businesses; Plano recognized as a "Major Business Center" with headquarters for major corporations; diverse new businesses attracted to Plano; having the reputation as a "business friendly environment"; and having a strong, vibrant and unique retail sector.

Challenges and opportunities identified by the Council as a whole were the uncertain national and local economies; helping businesses to grow and expand; access to capital; competition from other cities; and higher educational institutions in the area.

Great Neighborhoods – First Choice to Live

The Council collectively identified objectives as young professional families moving into mature neighborhoods; increasing homeownership in mature neighborhoods; well-maintained City infrastructure and facilities, trees and streetscapes; upgrading the quality and livability of older homes; convenient access to services needed on a daily basis, shopping and leisure opportunities; and maintaining top quality schools in mature neighborhoods.

Challenges and opportunities identified by the Council as a whole were the need for modernization of older homes; attracting young families to mature neighborhoods; maintaining quality schools and educational programs; property codes and appearances; and the aging of residents and upkeep of homes.

Exciting Urban Centers – Destination for Residents and Guests

The Council collectively identified objectives as vibrant downtown as a destination for entertainment and eating with a reputation as a “cool” unique place to go; Legacy Center continuing to develop as an urban center; Collin Creek revitalized as a regional destination; selected four-corner shopping areas developed as mixed-use developments – retail, residential services; and retail and service to support residents in urban centers.

Challenges and opportunities identified by the Council as a whole were rekindling interest and enthusiasm in downtown Plano; access to capital by businesses; working with current businesses and property owners; and the City’s role and financial participation.

Partnering for Community Benefit

The Council collectively identified objectives as enhancing relationships and partnerships with the school district; working with other cities to address regional issues; active participation and leadership in regional organizations; enhancing relationships and partnerships with economic development organizations including the Chamber; City involving residents and corporations in programs and service delivery through volunteerism and partnership; and enhancing relationships and partnerships with faith-based and diverse cultural groups.

Challenges and opportunities identified by the Council as a whole were Plano’s past history; growing interest by partners; new leadership in cities; federal and state legislation challenges and restrictions; and competing objectives and goals.

Mr. Sumek spoke to these goals as being the direction the Council chooses to take the City and advised that actions will be considered at a later meeting.

There being no further discussion, Mayor Dyer adjourned the meeting at 4:53 p.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>DCB</i> 6-12-09
Council Meeting Date:	6/22/09	Budget	<i>C.S.</i> 6-12-09
Department:	Purchasing	Legal <i>/NA - DW /</i>	
Department Head	Mike Ryan	Assistant City Manager	<i>JK</i> 6-15-09
Dept Signature:	<i>Nancy Corwin</i>	Deputy City Manager	<i>[Signature]</i> 6-15-09
		City Manager	<i>[Signature]</i> 6/15/09
Agenda Coordinator (include phone #): Nancy Corwin X7137			

ACTION REQUESTED: ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER

CAPTION

Award/Rejection of Bids/Proposal, Bid No. 2009- 110 - C, Annual Contract for New Tires to Southern Tire Mart and Blagg Tire Service in the total amount of \$261,000.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2009/08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	2,050,174	0	2,050,174
Encumbered/Expended Amount	0	-1,358,811	0	-1,358,811
This Item	0	-261,000	0	-261,000
BALANCE	0	430,363	0	430,363

FUND(S): **MUNICIPAL WAREHOUSE (064)**

COMMENTS: THIS ITEM APPROVES PRICE QUOTES. EXPENDITURES WILL BE MADE IN THE MUNICIPAL WAREHOUSE COST CENTER BASED ON NEED WITHIN THE APPROVED BUDGET APPROPRIATIONS FOR EACH YEAR OF THE CONTRACT. THE ESTIMATED ANNUAL AMOUNT IS \$261,000. THE REMAINING BALANCE OF FUNDS WILL BE USED FOR OTHER WAREHOUSE PURCHASES.

STRATEGIC PLAN GOAL: PROVIDING NEW TIRES AND TIRE SERVICES FOR THE MUNICIPAL WAREHOUSE RELATES TO THE CITY'S GOAL OF "SERVICE EXCELLENCE".

SUMMARY OF ITEM

Staff recommends the bid for New Tires to Southern Tire Mart for items 1,2,3,4,5,7,8,9,10,12,14,15,16,17,18, 22,26,27,29,30,34,43,45,&47 in the estimated annual amount of \$156,000.00, Blagg Tire and Service for items 6,11,13,19,20,21,23,24,25,28,31,32,33,35,36,37,38,39,40,41,42,44,&46 in the estimated amount of \$105,000.00, be accepted as the lowest responsive, responsible bid, conditioned upon timely execution of all necessary contract documents. This will establish an annual fixed price contract in the total estimated annual amount of \$261,000.00.

List of Supporting Documents:

Other Departments, Boards, Commissions or Agencies



MEMORANDUM

DATE: June 10, 2009
TO: Nancy Corwin, Purchasing Buyer II
FROM: Bob Smeby, Inventory Control/Asset Disposal Supervisor

SUBJECT: It is the recommendation from ICAD to award the contract to two suppliers, Southern Tire Mart and Blagg Tire & Service who were the lowest responsible, responsive bidders for Bid #2009-110-B in the amount of \$261,000.00.

Award Breakdown:

Southern Tire Mart

Items: 1,2,3,4,5,7,8,9,10,12,14,15,16,17,18,22,26,27,29,30,34,43,45,47

Amount: \$156,000.00

Blagg Tire & Service

Items: 6,11,13,19,20,21,23,24,25,28,31,32,33,35,36,37,38,39,40,41,42,44,46

Amount: \$105,000.00

The specifics of this bid are on file with the Purchasing Division.

Explanation:

There was one supplier, A to Z Tire and Battery, Inc., who was the overall lowest bidder. They were non-responsive because they did not provide all the information requested to evaluate whether all the tires bid were "equal" to the tires described in the specification. The other suppliers prices were reviewed and the analysis showed that a split award between the selected suppliers is most advantageous to the City.

Bob Smeby
Inventory Control/Asset Disposal
Supervisor

b-2



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Purchasing		<i>DEP</i>	6-12-09	
Council Meeting Date: 6/22/09		Budget	<i>C.S.</i> 6-12-09	
Department:	Public Works & Engineering	Legal <i>NIA WS</i>	<i>DW</i> 6-12-09	
Department Head	Alan L. Upchurch	Assistant City Manager		
Dept Signature:	<i>Alan L. Upchurch</i>	Deputy City Manager	<i>RA</i> 6-15-09	
		City Manager	<i>ICM</i> 6/15/09	
Agenda Coordinator (include phone #): Irene Pegues (7198)		Project No. 5715		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Award of Bid for Bid No. 2009-81-B for Razor Road from Ohio Drive to State Highway 121 to Weir Bros., Inc., in the amount of \$4,199,512.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	73,687	2,460,000	2,342,000	4,875,687
Encumbered/Expended Amount	-73,687	-21,265	0	-94,952
This Item	0	-4,199,512	0	-4,199,512
BALANCE	0	-1,760,777	2,342,000	581,223
FUND(S): STREET IMPROVEMENT CIP & WATER CIP				
COMMENTS: Funds are included in the Re-estimated 2008-09 Street Improvement CIP and Water CIP for the Razor – Ohio to SH121 project. This item, in the amount of \$4,199,512, will be encumbered in the current fiscal year and carry forward into the cash allocations of FY 2009-10.				
STRATEGIC PLAN GOAL: Roadway widening and extension and water line improvements relate to the City's Goals of Safe, Efficient Travel and Livable and Sustainable Community.				
SUMMARY OF ITEM				
Staff recommends the Alternate No. 2 Bid (low nitrous oxide dry kiln cement) of Weir Bros., Inc., in the amount of \$4,199,511.92 be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.				
The Base Bid (dry kiln cement) was for \$4,179,753.36. Alternate No. 2 (low nitrous oxide dry kiln cement) is less than 5% over the base bid price at \$4,199,511.92 (1.25% over the dry kiln cement content cost). In keeping with the City's "Green Cement" Policy, staff recommends the award be based upon the low nitrous oxide dry kiln cement purchase.				
The second vendor being recommended is Mario Sinacola and Sons Excavating Company, Inc., with an Alternate No. 2 Bid in the amount of \$4,369,993.64.				



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Engineer's estimate was \$5,760,000.00.

Roadway widening and extension consists of approximately 45,000 square yards of concrete paving, misc. storm sewer, 5,500 linear feet of 8" & 12" water mains and appurtenances, landscape and irrigation, and other miscellaneous items.

List of Supporting Documents:

Bid Tabulation

Location Map

Other Departments, Boards, Commissions or Agencies

C-2

**CITY OF PLANO
 BID TABULATION
 2009-81-B
 RASOR ROAD FROM OHIO DRIVE TO SH 121 – PROJECT NO. 5715
 APRIL 13, 2009 @ 3:00 P.M.
 BID TABULATION**

BIDDER:	BID BOND	ADD 1,2, 3 ACK	TOTAL BASE BID	ALT NO. 1 TOTAL BID	ALT NO. 2 TOTAL BID
WEIR BROS., INC.	YES	YES	\$4,179,753.36	\$4,179,753.36	\$4,199,511.92
MARIO SINACOLA AND SONS EXCAVATING, INC.	YES	YES	\$4,357,795.94	\$4,357,795.94	\$4,369,993.64
AUSTIN BRIDGE & ROAD, L.P.	YES	YES	\$4,374,413.85	\$4,374,413.85	\$4,431,351.10
L. H. LACY COMPANY, LTD.	YES	YES	\$4,377,867.90	\$4,377,867.90	\$4,377,867.90
GLENN THURMAN, INC.	YES	YES	\$4,389,038.90	\$4,389,038.90	\$4,399,165.90
TISEO PAVING CO.	YES	YES	\$4,441,688.55	\$4,429,982.52	\$4,441,688.55
JRJ PAVING L.P.	YES	YES	\$4,467,511.64	\$4,467,511.64	\$4,467,511.64
ED BELL CONSTRUCTION COMPANY	YES	YES	\$4,751,239.50	\$4,751,239.50	\$4,756,216.04
TEXAS STERLING CONSTRUCTION CO	YES	YES	\$5,149,104.85	\$5,149,104.85	\$5,191,347.75

I certify that the above includes all firms contacted to bid and that replies are exactly as stated.

Dianna Wike

Dianna Wike, Senior Buyer

APRIL 14, 2009

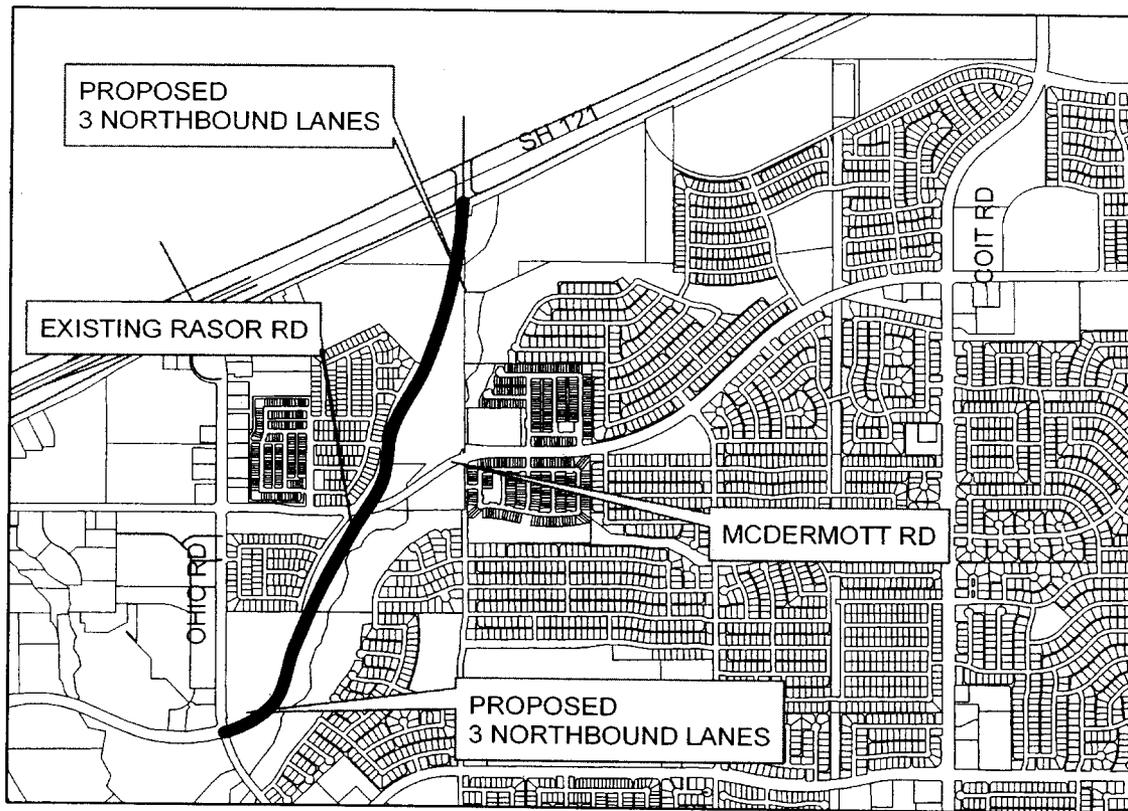
Date

“BID TABULATION STATEMENT”

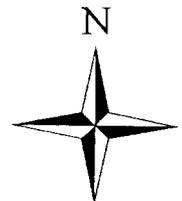
ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE. THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS, CITY OF PLANO PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.
 PURCHASING DIVISION
 CITY OF PLANO TEXAS

0-3

Razor Road - Ohio to SH 121



**CITY OF PLANO ENGINEERING DEPARTMENT
COMMUNITY INVESTMENT PROJECT**



1 in = 2,000 ft

C-4



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget C.S.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	6/22/09	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Fleet Services	Assistant City Manager	Initials	Date
Department Head	Mike Ryan	Deputy City Manager	<i>MR</i>	6-3-09
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	6-4-09
Agenda Coordinator (include phone #):		Linda M. Robinson ext. 4190		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PURCHASE OFF EXISTING CONTRACT				

CAPTION

Approval of the purchase of Fleet Collision Repair Services in the estimated annual amount of \$125,000.00 from Metro Fleet Collision Repair through an existing Interlocal contract/agreement with City of Richardson, and authorizing the City Manager or his designee to execute any and all necessary documents (Bid No. #30-095).

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 08/09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	851,603	0	851,603
Encumbered/Expended Amount	0	-460,166	0	-460,166
This Item	0	-125,000	0	-125,000
BALANCE	0	266,437	0	266,437

FUND(s): FLEET SERVICES

COMMENTS: This item approves price quotes. Expenditures will be made in the Fleet Services Cost Center based on need within the approved budget appropriations for each year of the contract. The estimated annual amount is \$125,000. The remaining balance of funds will be used for other equipment and fleet services.

STRATEGIC PLAN GOAL: Providing collision repair services for the Fleet Services Department relates to City's Goal of "Service Excellence".

SUMMARY OF ITEM

Fleet Services recommends participation in City of Richardson's cooperative contract with Metro Fleet Collision Repair in the estimated annual amount of \$125,000.00, conditioned upon timely execution of any necessary contract documents. The City of Richardson bid this cooperative contract on behalf of the City of Plano and other entities in the metroplex. The contract term will be for one (1) year with options to renew for up to four (4) additional one-year periods.

The City is authorized to purchase from a Local Cooperative Organization pursuant to Section 271, Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items (Bid No. 30-095).

d-1



**CITY OF PLANO
COUNCIL AGENDA ITEM**

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies

d-2



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>[Signature]</i>	6-12-09
Council Meeting Date:	6/22/09	Budget	<i>C.S.</i>	6-12-09
Department:	Public Works & Engineering	Legal <i>WJ</i>	<i>[Signature]</i>	6/15/09
Department Head	Alan L. Upchurch	Assistant City Manager		
Dept Signature:	<i>[Signature]</i>	Deputy City Manager	<i>[Signature]</i>	6-15-09
		City Manager	<i>[Signature]</i>	6/15/09
Agenda Coordinator (include phone #):		Irene Pegues (7198) <i>[Signature]</i>	Project No. 5931	

ACTION REQUESTED:

ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER

CAPTION

Approval of an Engineering contract by and between the City and GWC Engineering, LP, in the amount of \$78,690, for the Erosion Control - Padre, Dunmoor, Buckboard & Rockbrook project and authorizing the City Manager or his authorized designee to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	80,000	0	80,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-78,690	0	-78,690
BALANCE	0	1,310	0	1,310

FUND(S): MUNICIPAL DRAINAGE CIP

COMMENTS: Funds are included in the Re-Estimated 2008-09 Municipal Drainage CIP. This item, in the amount of \$78,690, will leave a current year balance of \$1,310 for the Padre, Dunmoor, Buckboard, Rockbrook Erosion Control project.

STRATEGIC PLAN GOAL: Design services for drainage construction relate to the City's Goal of Livable and Sustainable Community.

SUMMARY OF ITEM

This agreement with GWC Engineering, LP is for engineering design for the Erosion Control - Padre, Dunmoor, Buckboard & Rockbrook project to include site surveying, geotechnical reports and plan preparation.

The contract fee is for \$78,690.00 and is detailed as follows:

Research & Data Collection	\$ 1,200.00
Design Survey	\$12,000.00
Geotechnical Borings and Report	\$12,800.00



CITY OF PLANO COUNCIL AGENDA ITEM

Preliminary Design	\$27,900.00
Final Design	\$12,900.00
Bid Phase Services	\$ 2,710.00
Construction Administration	\$ 7,380.00
Easement Surveying	\$ <u>1,800.00</u>
TOTAL	\$78,690.00

Funding is available from the 2009 Community Investment Drainage Program. Staff feels the fee is reasonable for this project estimated to cost \$450,000.

List of Supporting Documents: Engineering Services Agreement Location Maps	Other Departments, Boards, Commissions or Agencies
--	--

e-2

EROSION CONTROL – PADRE, DUNMOORE, BUCKBOARD & ROCKBROOK

PROJECT NO. 5931

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **GWC ENGINEERING, LP**, a **TEXAS** Limited Partnership, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **EROSION CONTROL – PADRE, DUNMOOR, BUCKBOARD & ROCKBROOK** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City.

III. Schedule of Work

The Engineer agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the reasonable control of Engineer, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit "C". The contract amount specified in Exhibit "C" shall not be exceeded without the written permission of the City.

V. Information to be Provided by the City

The City agrees to furnish, prior to commencement of work, all that information requested by Engineer and available in City's files.

VI. Insurance

Engineer agrees to meet all insurance requirements, and to require all consultants who perform work for Engineer to meet all insurance requirements, as set forth on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

VII. Indemnity

Engineer shall release, defend, indemnify and hold City and its officers, agents and employees harmless from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided by Engineer and to the extent caused by the negligent act or omission or intentional wrongful act or omission of Engineer, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Engineer is legally responsible (hereinafter "Claims"). Engineer is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to approve defense counsel to be retained by Engineer in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Engineer's obligation to

e-4

defend City or as a waiver of Engineer's obligation to indemnify City pursuant to this Agreement. Engineer shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Engineer fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Engineer shall be liable for all costs incurred by City.

VIII. Independent Contractor

Engineer covenants and agrees that Engineer is an independent contractor and not an officer, agent, servant or employee of City; that Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

IX. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

The Engineer agrees that at any time during normal business hours and as often as City may deem necessary, Engineer shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Engineer agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of Engineer shall execute the affidavit shown in Exhibit "E". Engineer understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

XI. Contract Termination

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

XII. Engineer's Opinion of Probable Construction Costs

The parties recognize and agree that any and all opinions of probable construction costs prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that any bids solicited or received in connection with the Project will not vary from opinions prepared by Engineer.

XIII. Ownership of Documents

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Engineer will revise drawings to reflect changes made during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

XIV. Complete Contract

This Agreement, including the Exhibits lettered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XV. Mailing of Notices

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano
Public Works & Engineering Department
P.O. Box 860358
Plano, TX 75086-0358

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

GWC Engineering, LP
4201 Spring Valley Road #1120
Dallas, TX 75244
Attn: Tom Johnston

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XVI. Miscellaneous

A. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Contract Interpretation:

Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

C. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date:

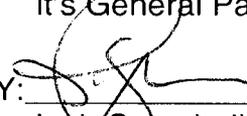
This Agreement shall be effective from and after execution by both parties hereto.

SIGNED on the date indicated below.

GWC ENGINEERING, LP
A Texas limited partnership

BY: GWC General Partner, LLC
a Texas limited liability company
it's General Partner

DATE: 6/9/2009

BY: 
Josh Campbell
President & COO

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

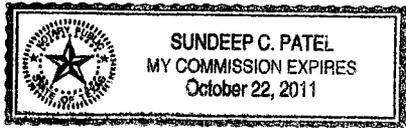

Diane C. Wetherbee
CITY ATTORNEY

e-8

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 9th day of June, 2009, by **JOSH CAMPBELL, President & COO**, of **GWC Engineering, LP**, a **TEXAS** limited partnership, by **GWC General Partner, LLC**, a Texas limited liability company its General Partner, on behalf of said limited partnership.



[Handwritten Signature]

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2009, by **THOMAS H. MUEHLENBECK, City Manager**, of the **City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

e-9

Exhibit "A"
SCOPE OF ENGINEERING SERVICES
EROSION CONTROL – PADRE, DUNMOOR, BUCKBOARD, & ROCKBROOK
Project No. 5931

PROJECT DESCRIPTION:

The project includes design and plan preparation for the repair of existing or installation of new streambank stabilization improvements at the following sites within the City of Plano, Texas:

- 3012 Padre Court
- 6413 & 6417 Dunmoor Drive
- 3731 Buckboard Drive
- 2502 Rockbrook Drive

BASIC SERVICES:

A. Research and Data Collection –

1. Attend a project kick-off meeting with the City of Plano Project Manager to review the project requirements and conduct an on-site review and walk through of all sites.
2. Review reports, utility plans and data collection including reviewing any available City of Plano reports on the erosion problems and obtaining pertinent utility plans, street plans, plats, existing easement information, and other features within the project area.

B. Design Survey –

1. Establish a horizontal and vertical control network and project control for the project areas. The network and control are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation at each site.
3. Locate all pertinent creek features for design including top of bank, existing property corners, property lines, existing drainage and/or utility easements, existing walls and slabs, existing buildings, existing pavements, fences, trees 4" diameter and larger, and utility appurtenances such as water valves, fire hydrants, manholes, etc., within the proposed construction areas on the sites
4. Verify horizontal and vertical locations of existing City facilities within the construction areas on the sites.
5. Existing franchise utility structures shall be located and referenced by utility name (i.e. TXU Elec., Verizon Telephone, Atmos Gas, Time Warner Cable, Etc.).
6. Vertical topographic information tying top and toe of bank, pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.

7. Provide creek cross sections at a fifty-foot (50') interval relative to the project baseline.
8. When underground utilities are exposed, tie to the project control.
9. Identify the street address of all adjacent properties to the proposed construction and show on the drawings.

C. Geotechnical Report –

1. Perform geotechnical investigation necessary for the proposed design(s) in the project areas. Submit one copy of the geotechnical report to the City with the preliminary design plans.
2. Show geotechnical boring locations on the plan view of the construction drawings and cross-reference to the geotechnical report.

D. Preliminary Design –

1. Prepare preliminary construction plans.
 - a. Establish preliminary horizontal and vertical wall alignment at sites of new (or repair) structures.
 - b. Prepare cross-sections of proposed stream bank protection indicating the general orientation of the improvements with respect to the channel.
 - c. Locate utility crossings, adjacent utilities, and other improvements within a limit of twenty feet beyond the proposed improvement at each site.
 - d. Provide an estimate of the anticipated disturbed land area required for the proposed construction at all of the sites to determine construction erosion control permitting requirements for the project.
2. Prepare the following sheets at the engineering scales indicated:
 - Cover sheet.
 - General Notes and Quantities sheet.
 - Plan and Profile Sheet(s) of each site to adequately show proposed improvements. Scale 1" = 20' (H) and 1" = 2' (V).
 - Typical sections and detail sheet(s).
 - Cross sections sheet(s).
 - Temporary construction erosion control plan(s) and SWPPP Narrative sheet (if required) meeting TCEQ and City of Plano requirements.

Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Plano Project Manager.

3. Prepare a list of any special technical specifications needed for the project (if any).
4. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.

5. Conduct one site visit with the City's Project Manager to assess possible site construction access locations/routes for each construction site.
6. Establish preliminary easement needs including permanent and temporary easements (e.g. construction, grading, drainage and subsurface anchor, etc.). Show all existing easements on the plans.
7. Submit three sets of preliminary plans, list of any special technical specifications and preliminary statement of probable construction cost to the City for review.
8. Meet with City of Plano staff to discuss City comments on preliminary plans, list of special technical specifications and cost estimates.
9. Provide five (5) sets of half size (11"x 17") preliminary drawings to the City for local utility company's coordination and to obtain information regarding impacts to their facilities.

E. Final Design --

1. Revise preliminary plans incorporating comments from the City of Plano and affected property owners.
2. Meet with homeowners and/or property owners at prospective construction access locations. Coordinate between owners and City regarding this access and the City's preparation of right of entry documents, if required. Engineer will provide the Contractor and the City of Plano with site access information and agreement concepts. Any required reimbursement for these easements is to be paid by the City or the Contractor.
3. Incorporate comments from the utility companies. If necessary, coordinate with utility companies to locate and uncover utilities which conflict with any of the proposed erosion control structures. Tie the location of uncovered utilities to the local control network.
4. Incorporate standard details into the plans and prepare additional details as required.
5. Finalize construction plans for proposed improvements.
6. Finalize special technical specifications and special conditions (if any).
7. Take off final construction quantities and prepare final construction cost estimates.
8. Submit one set of pre-final plans, special technical specifications, draft bid schedule (per City format) and final statement of probable construction cost to the City for review.
9. Incorporate City final comments into the plans and bid schedule. The City of Plano will prepare the final original bid manual.
10. Submit three sets of final blackline prints, three bound copies of the bid manual and one unbound original bid manual to the City of Plano.

11. Provide one set of construction drawings and a bid manual to a material testing lab of the City's choice for providing a construction material testing proposal for the project.

F. Bid Phase Services –

1. Assist the City staff in advertising for bids.
2. Submit a CD-ROM disk of the bid set plans in a PDF format to the City.
3. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from the plan holders. Maintain a list of plan holders.
4. Furnish plans and bid documents for up to four plan review rooms, if requested. Approved plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
5. Prepare and distribute addenda to bid documents as necessary.
6. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
7. Provide bid tabulation of all accepted bids to the City of Plano within four working days of the bid letting.
8. Evaluate the low and second low bidders. Prepare a letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.

G. Construction Administration –

1. Assist City staff in a pre-construction conference.
2. Furnish thirteen sets of final construction plans and three sets of the contract bid manual to the City for construction.
3. Review concrete mix design, samples, catalog data, shop drawings, laboratory tests, shop mill tests of material and test equipment and other submittal information to assure conformity with construction plans.
4. Provide written responses to requests for information or clarifications.
5. Provide up to three (3) construction site visits, when requested by the City, with a written inspection report submitted to the City for each visit. The total per site visit Fee for any additional site visits shall not exceed \$500.00 per requested visit.
6. Assist the City staff in conducting the final inspection.
7. Recommend final acceptance of work when acceptable.
8. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and two (2) CD-ROM disks containing scanned images of the 24" x 36" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and

shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

H. Construction Control Survey –

1. Set horizontal and vertical control points to be used for construction at 500' intervals, or a minimum of one at each end of each site. The control points are to be tied into the existing City of Plano control network.

SPECIAL SERVICES:

A. Easement Surveying –

1. Prepare a metes and bounds field note description and an 8-1/2" x 11" exhibit for drainage and subsurface anchor easements on a per tract basis. Deliver three (3) approved, signed and sealed originals to the City for each tract. The design fee shall be based on three (3) separate easements.

ADDITIONAL SERVICES:

Additional Services to be performed by Engineer, if authorized by the City of Plano, which are not included in the above-described basic services, are described as follows:

- A. Surveying for any new permanent or temporary easements.
- B. Assisting City of Plano with public meetings or hearings to inform residents beyond that contained in the above scope of services;
- C. Performing title searches and examination of deed records
- D. Investigations involving detailed consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, traffic engineering reports and studies, flood plain reclamation plans, and material audits or inventories required construction performed by the City
- E. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications
- F. Providing full time site inspection during construction of the project
- G. Performing designs for trench safety and retaining walls, etc. which are not included in the above Scope of Services
- H. Revisions to plans as result of revisions after completion of original final design (unless to correct error on original plans)
- I. Appearing before regulatory agencies or courts as an expert witness in any condemnation proceedings arising from the development or construction of the Project, including preparation of engineering data and reports for assistance to the City of Plano

- J.** Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance other than listed in the above Scope of Services, and other assistance required to address environmental issues
- K.** Attending Council meetings including preparation of all displays, reports, or other data for use at such meetings
- L.** Preparation of plans and/or specifications related to the relocation of utilities
- M.** Fees for permits and advertising
- N.** Flood plain reclamation plans
- O.** Consulting services by others not included in proposal
- P.** Quality control and testing services during construction
- Q.** Preparation and processing monthly or final construction pay estimates
- R.** Preparation of a hydraulic model for a creek or creek section for which a City accepted model has not already been developed
- S.** Determination of a floodway
- T.** Revision of hydraulic models, reports, or graphics other than minor adjustments as needed for final submittal
- U.** Preparation of a Request for Letter of Map Revision or Conditional Letter of Map Revision, or any work pertaining to it.

EXHIBIT B

Activity	Duration (calendar days)
Notice to Proceed	0
Preliminary Design	42
City First Review	20
Final Design & Preparation of Special Conditions and Technical Specifications	17
City Second Review	20
Revise Final Plans & Specifications	7
City Final Review	5
Assemble Bid Documents	5
Advertise for Bids	12
Receive Bids	0
Research Bidder(s) and Prepare Recommendation	4
Prepare City Council Agenda	20
Council Award	0
Prepare & Execute Contract	30
Schedule Preconstruction Meeting	7
Notice to Proceed	10
Construction	

A working day is defined as Monday through Friday, excluding City of Plano Holidays.

e-16

**EXHIBIT C
PAYMENT SCHEDULE**

**EROSION CONTROL – PADRE, DUNMOOR, BUCKBOARD & ROCKBROOK
PROJECT NO. 5931
CIP NO. _____**

BASIC SERVICES

A. Research and Data Collection	1,200.00
B. Design Survey	12,000.00
C. Geotechnical Borings and Report	12,800.00
D. Preliminary Design	27,900.00
E. Final Design	12,900.00
F. Bid Phase	2710.00
G. Construction Administration	7380.00
<u>Total Basic Fee</u>	<u>\$ 76,890.00</u>

SPECIAL SERVICES

A. Easement Surveying (3 tracts @ \$600.00)	1,800.00
<u>Total Special Services</u>	<u>\$ 1,800.00</u>
<u>Total Fee</u>	<u>\$ 78,690.00</u>

EXHIBIT "D"
ENGINEERING

INSURANCE

INSURANCE: (Review this section carefully with your insurance agent prior to bid or proposal submission. See "Insurance Checklist" on the last page or specific coverages applicable to this contract).

1. General Insurance Requirements:

- 1.1 The Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Engineer will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."

NOTE: The words "endeavor to" and "but failure to mail such notice shall impose no obligation to liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Engineer from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Engineer's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
 - 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Engineer shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.

e-18

- 1.6 Engineer agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.
- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Engineer fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Engineer, and the Engineer shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.
- 1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Engineer. Engineer may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

2. Engineer's Insurance - "Occurrence" Basis:

- 2.1 The Engineer shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist.
 - 2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
 - i. General aggregate limit is to apply per project;
 - ii. Premises/Operations;
 - iii. Actions of Independent Contractors;
 - iv. Contractual Liability including protection for the Engineer from claims arising out of liability assumed under this contract;
 - v. Personal Injury Liability including coverage for offenses related to employment;
 - vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.
 - 2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.

2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

2.2 Professional Errors and Omissions

The Engineer shall carry Professional Liability insurance which will pay for injuries arising out of negligent errors or omissions in the rendering, or failure to render professional services under the contract, for the term of the Contract and up to three years after the contract is completed in the amount shown in the Checklist.

Professional Errors and Omissions, Limit \$1,000,000
per claim and aggregate

e-20

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

<u>Coverages Required</u>	<u>Limits (Figures Denote Minimums)</u>
<input checked="" type="checkbox"/> 1. Workers' Compensation & Employers' Liability	Statutory limits of State of Texas \$100,000 accident \$100,000 disease \$500,000 policy limit disease
<input type="checkbox"/> 2. For Future Use	
<input type="checkbox"/> 3. City Approved Alternative Workers' Comp. Program	\$150,000 medical, safety program
<input checked="" type="checkbox"/> 4. General Liability	Complete entry No. 26 Minimum \$500,000 each occurrence \$1,000,000 general aggregate
<input checked="" type="checkbox"/> 5. General aggregate applies per project (CGL)	
<input checked="" type="checkbox"/> 6. Premises/Operations	(Items No. 3-10 & 12 require)
<input checked="" type="checkbox"/> 7. Independent Contractors	<u>\$500,000</u> combined single limit for bodily injury and property damage
<input type="checkbox"/> 8. Products	damage each occurrence with
<input type="checkbox"/> 9. Completed Operations	\$1,000,000 general aggregate that applies to project under contract
<input checked="" type="checkbox"/> 10. Contractual Liability	
<input checked="" type="checkbox"/> 11. Personal Injury Liability	\$500,000 each offense & aggregate
<input type="checkbox"/> 12. XCU Coverages	
<input type="checkbox"/> 13. Automobile Liability	\$500,000 Bodily Injury & Property
<input type="checkbox"/> 14. Owned, Hired & Non-owned	Damage each accident
<input type="checkbox"/> 15. Motor Carrier Act Endorsement	
<input checked="" type="checkbox"/> 16. Professional Liability	\$1,000,000 each claim and aggregate
<input type="checkbox"/> 17. Garage Liability occurrence	\$_____ BI & PD each
<input type="checkbox"/> 18. Garagekeepers' Legal	\$_____ - Comprehensive

e-21

\$ _____ - Collision

- 19. Owners Protective Liability \$500,000 Combined single limits
- 20. City named as additional insured on General Liability policy.. This coverage is primary to all other coverages the City may possess.
- 21. City provided with Waiver of Subrogation on Workers' Compensation or Alternative program if applicable.
- 22. Ten (10) days notice of cancellation, non-renewal, material change or coverage reduction endorsement required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- 23. The City of Plano prefers an A.M. Best's Guide Rating of "A-", "VI" or better or Standard and Poors Rating AA or better; Authorized to do business in the State of Texas (not applicable for workers' compensation assigned through pool or alternative compensation programs).
- 24. The Certificate must state project title and project number.
- 25. Other Insurance Required:

INSURANCE AGENT'S STATEMENT

I have reviewed these requirements with the Engineer named below. Additionally:

26. The above policy(s) carry the following deductibles: _____
 Full limits of coverage available for:
 General Liability _____ Professional Liability _____
 Automobile Liability _____

27. Liability policies are (Indicate):

OCCURRENCE CLAIMS MADE
Frank Swingle 6/1/2009
 Signature Date
 Frank Swingle
 Insurance Agent (Print)
 GWE engineering LP
 Name of Insured
 6/1/2009
 Date

0.22

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/1/2009

PRODUCER (972)387-3000 FAX: (972)387-3808
Swingle, Collins and Associates
13760 Noel Road, Suite 600

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Dallas TX 75240

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

INSURER A Hartford Lloyds Ins Co

38253

FWC Engineering LP

INSURER B Hartford Underwriters Ins

30104

1201 Spring Valley Rd Ste 1120

INSURER C Beazley Insurance Co

Dallas TX 75244

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

VSRI ADD'L TR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	46SBARI9555	5/2/2009	5/2/2010	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	46SBARI9555	5/2/2009	5/2/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY	46SBARI9555	5/2/2009	5/2/2010	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	46WECPO1320	5/2/2009	5/2/2010	WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	OTHER Professional Liab	V15SV809PNPA	5/2/2009	5/2/2010	Each Claim: \$ 1,000,000
	Claims MADE				Aggregate: \$ 1,000,000
					Ded: \$20,000
					Retro: 5/3/99

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: Project No. 5931 - Erosion Control - Padre, Dunmoor, Buckboard & Rockbrook - The City of Plano, including it's elected & appointed officials, agents, volunteers, & employees are included as Additional Insureds as respects General Liability as req'd by written contract. Waiver of Subrogation is issued in favor of The City of Plano in regards to Workers Compensation policy only. GL is Primary & Non-contributory as required by written contract. Contractual Liability is included. Per Project Aggregate applies. Independent Contractors are included as required by written

CERTIFICATE HOLDER

City of Plano
PO Box 860358
Plano, TX 75086-0358

06-04-09 JMM

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Frank Swingle/JMM

Frank Swingle

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

e-24

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of **GWC ENGINEERING, LP, AND GWC GENERAL PARTNER, LLC**, (herein "Contractor") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

GWC ENGINEERING, LP
Name of Consultant

By: [Signature]
Signature

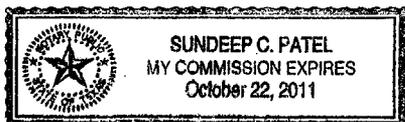
JOSH CAMPBELL
Print Name

PRESIDENT & COO
Title

6/9/2009
Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

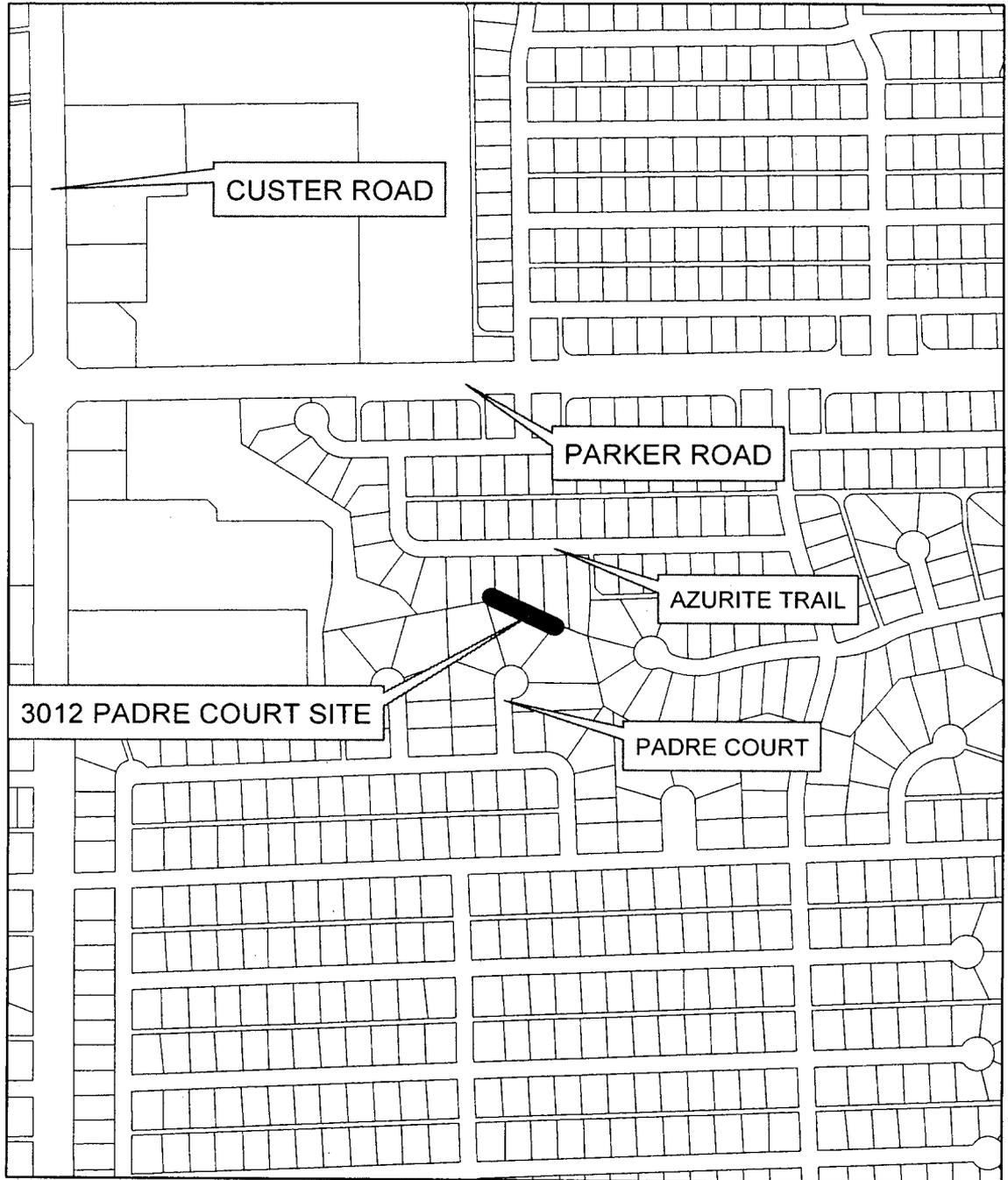
SUBSCRIBED AND SWORN TO before me this 9th day of June, 2009.



[Signature]
Notary Public, State of Texas

EROSION CONTROL - PADRE, DUNMOOR, BUCKBOARD & ROCKBROOK

PROJECT No. 5931



CITY OF PLANO
PUBLIC WORKS & ENGINEERING DEPT.

500 250 0 500 Feet



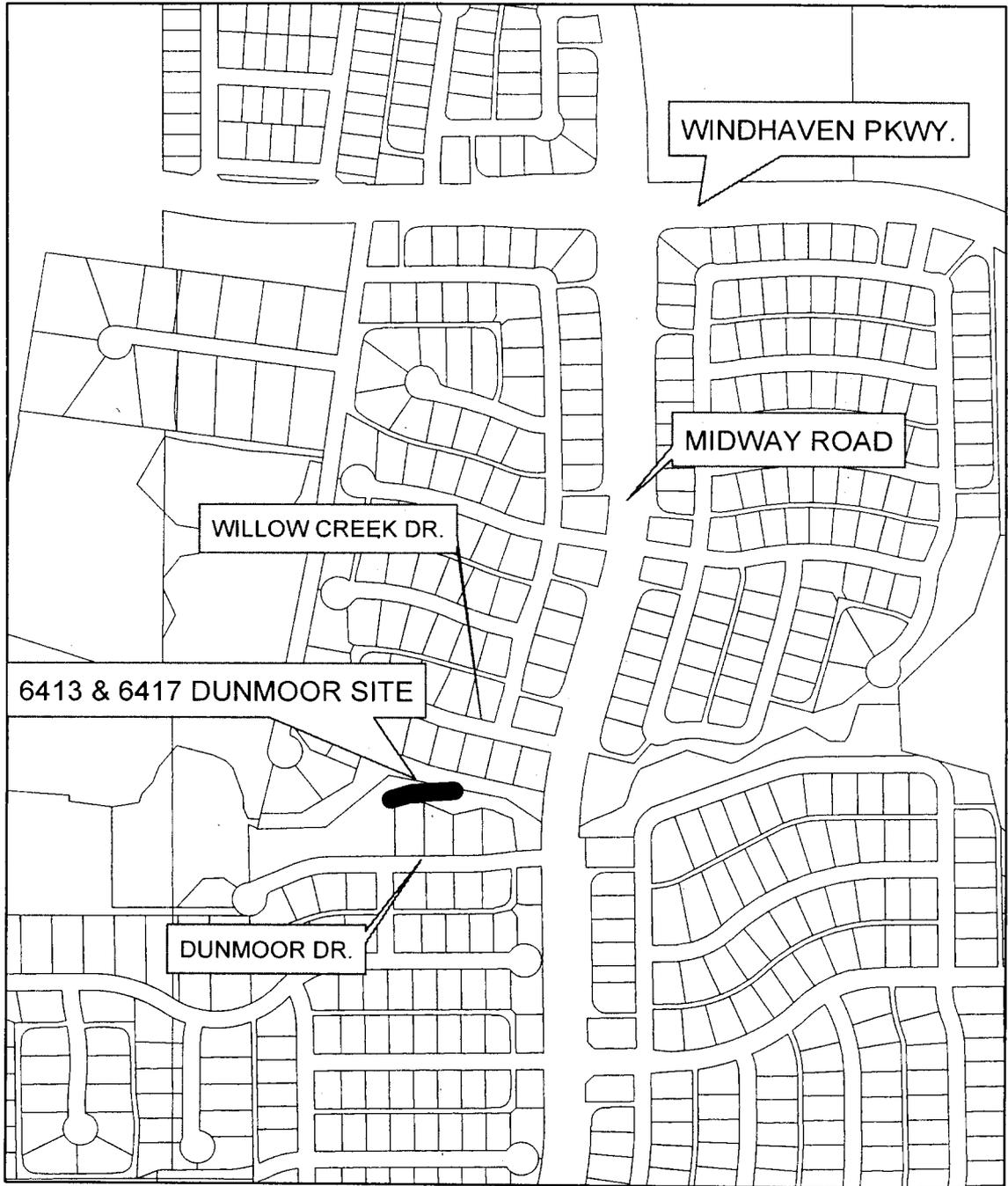
1 inch equals 500 feet



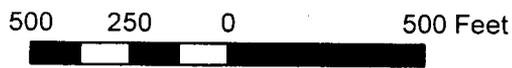
e-26

EROSION CONTROL - PADRE, DUNMOOR, BUCKBOARD & ROCKBROOK

PROJECT No. 5931



CITY OF PLANO
PUBLIC WORKS & ENGINEERING DEPT.



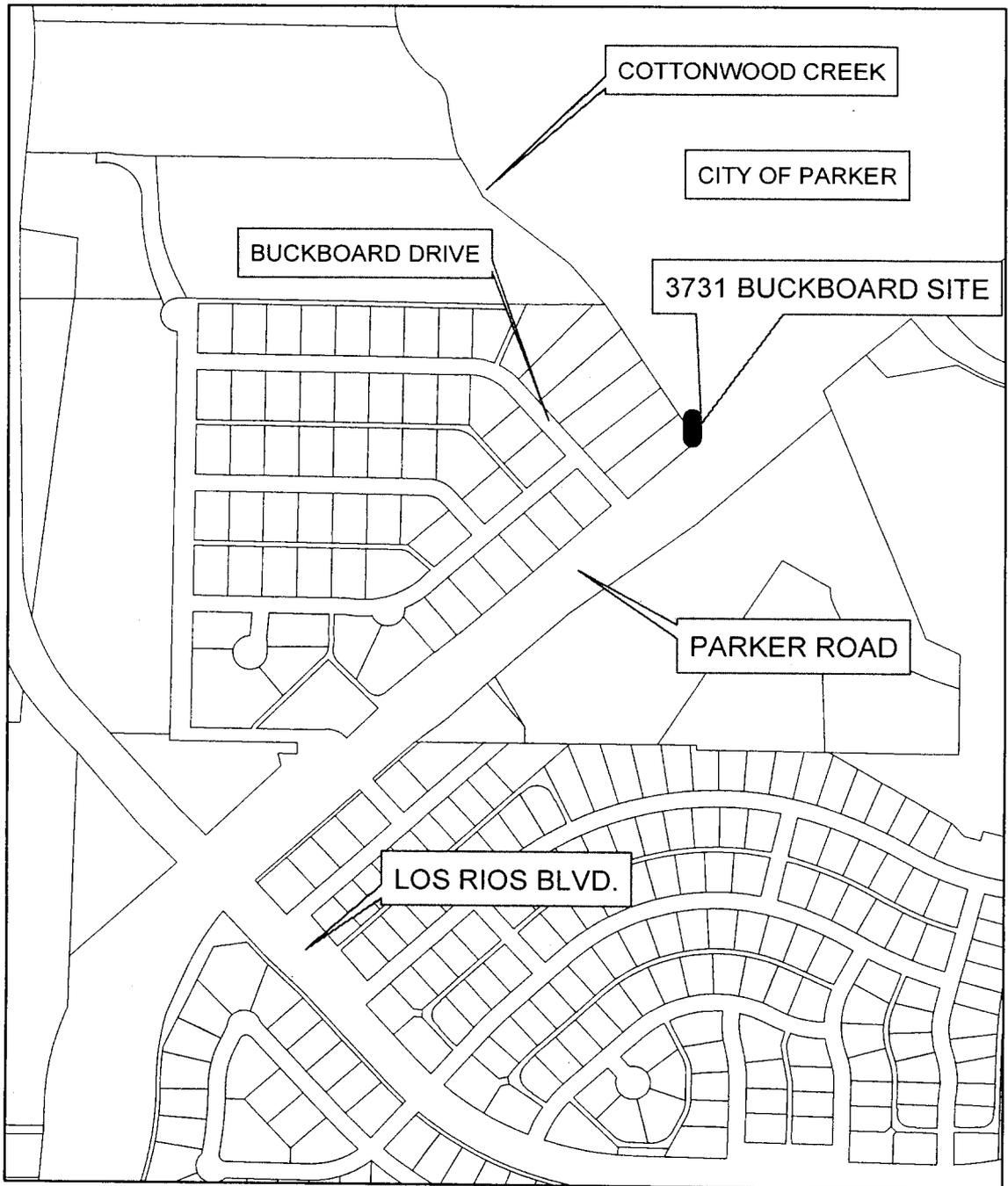
1 inch equals 500 feet



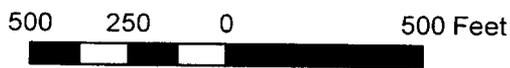
e-27

EROSION CONTROL - PADRE, DUNMOOR, BUCKBOARD & ROCKBROOK

PROJECT No. 5931



CITY OF PLANO
PUBLIC WORKS & ENGINEERING DEPT.



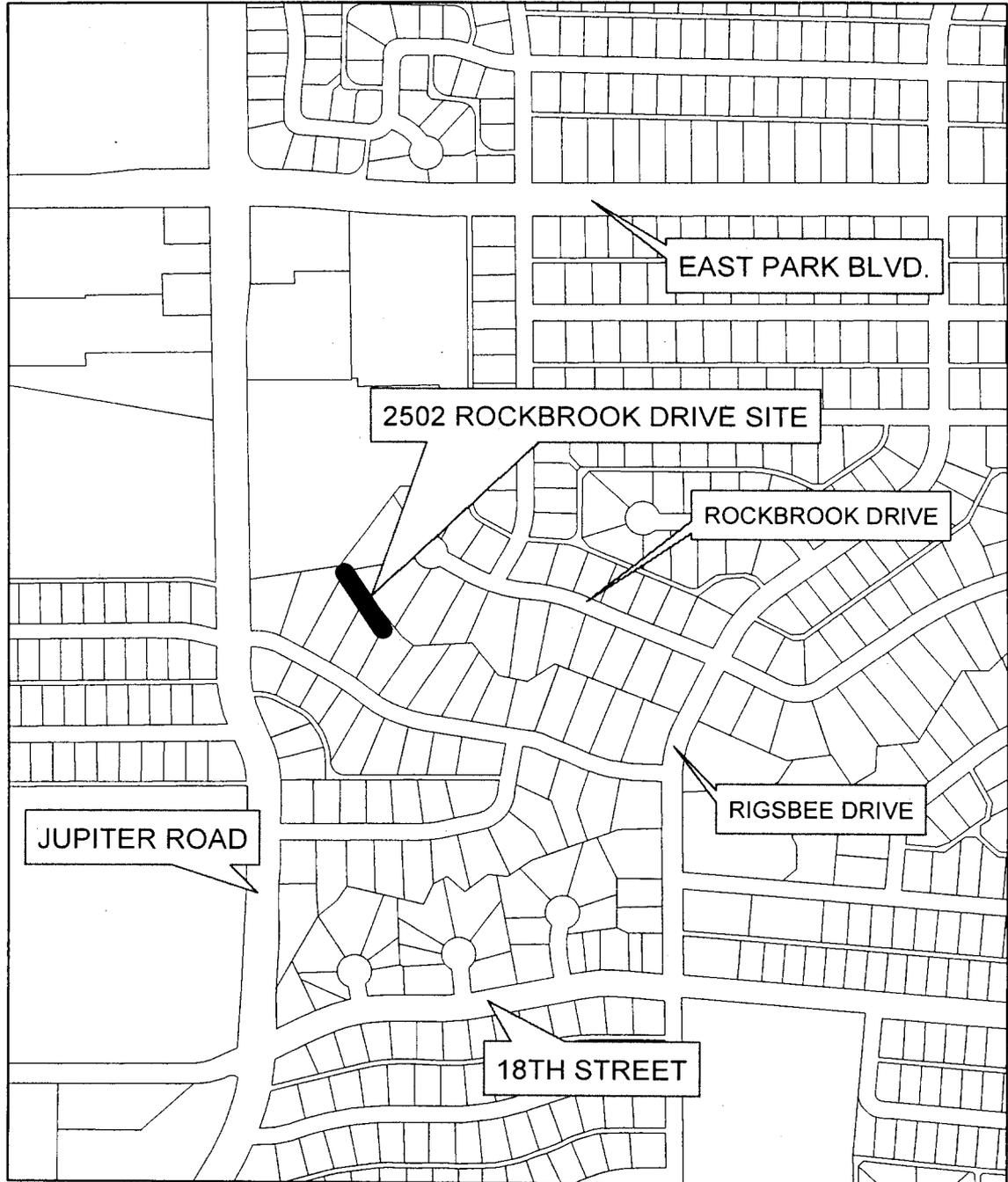
1 inch equals 500 feet



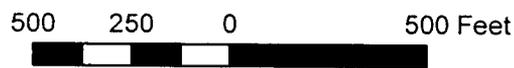
e-28

EROSION CONTROL - PADRE, DUNMOOR, BUCKBOARD & ROCKBROOK

PROJECT No. 5931



CITY OF PLANO
PUBLIC WORKS & ENGINEERING DEPT.



1 inch equals 500 feet



e-29



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>APB</i>	6-12-09	
Council Meeting Date:	06/22/09	Budget	C.S.	6-12-09	
Department:	Pubic Works & Engineering	Legal	<i>DCU</i>	6/15/09	
Department Head:	Alan L. Upchurch	Assistant City Manager			
Dept Signature:	<i>Alan Upchurch</i>	Deputy City Manager	<i>DCU</i>	6-15-09	
		City Manager	<i>APB</i>	6/15/09	
Agenda Coordinator (include phone #):		Irene Pegues (7198) <i>IP</i>	Project No. 5909		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
To Natgun Corporation, increasing the contract by \$45,770 for Custer Ground Storage Tank Repairs, Change Order No. 1. (Original Bid No. 2008-224-B)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		7,174	2,423,000	2,270,000	4,700,174
Encumbered/Expended Amount		-7,174	-2,334,762	0	-2,341,936
This Item		0	-45,770	0	-45,770
BALANCE		0	42,468	2,270,000	2,312,468
FUND(S): WATER CIP					
COMMENTS: Funds are included in the 2008-2009 Re-Estimated Water CIP. This change order, in the amount of \$45,770, will leave a current year balance of \$42,468 for the Custer Ground Storage Tank project. STRATEGIC PLAN GOAL: Additional repairs for storage tanks relate to the City's Goal of Livable and Sustainable Community.					
SUMMARY OF ITEM					
This change order, in the amount of \$45,770.13, is for removal of contaminated soils under the existing storage tanks and for a change in the ground cover requirement for a portion of the project.					
Staff recommends approval of Change Order No. 1. The contract total will be \$2,189,270.13, which includes change orders of 2.14% of the original contract amount of \$2,143,500.00.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Change Order No. 1 Location Map			N/A		

B-1

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add 14 day(s) to this project:

Original Contract Time	Finish by June 1, 2009
Amount (Including Previous Change Orders)	Finish by June 1, 2009
Amount, Change Order No. 1	14 Calendar Days
Revised Contract Time	Finish by June 14, 2009
Total Percent Increase Including Previous Change Orders	N/A

E. AGREEMENT

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **NATGUN CORPORATION** do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated October 13, 2008.

**OWNER:
CITY OF PLANO**

**CONTRACTOR:
NATGUN CORPORATION**

By: _____
(signature)

By: _____
(signature)

Print
Name: Thomas H. Muehlenbeck

Print
Name: _____

Print
Title: City Manager

Print
Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: 
Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF MASSACHUSETTS §
§
COUNTY OF MIDDLESEX §

This instrument was acknowledged before me on the _____ day of _____, 2009, by _____, _____ of **NATGUN CORPORATION**, a **TEXAS** corporation, on behalf of said corporation.

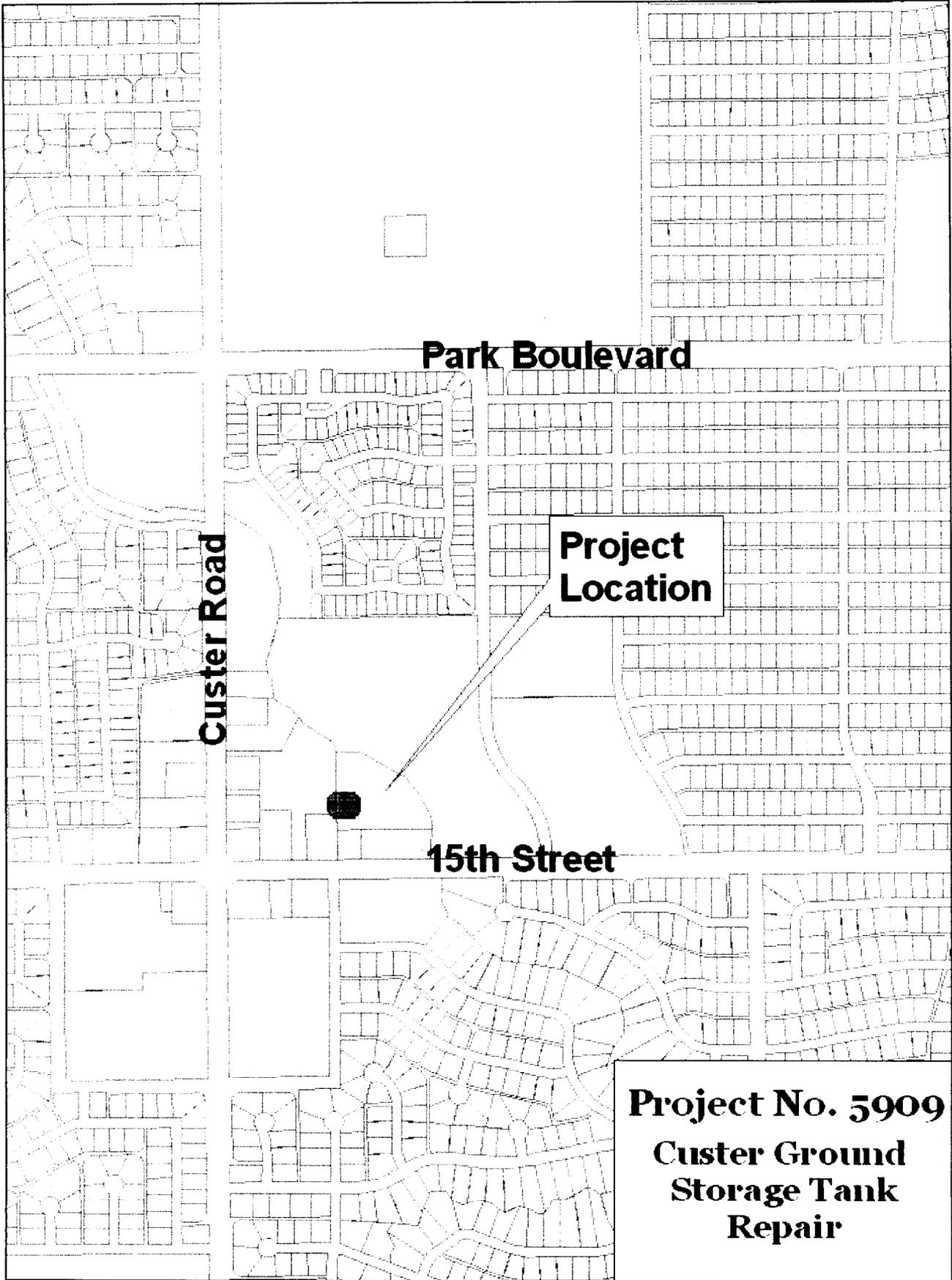
Notary Public, Commonwealth of
Massachusetts

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2009, by **THOMAS H MUEHLENBECK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

f.3-b



B.4



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>MR</i>	6/9/09
Council Meeting Date:	6/22/09	Budget	C.S.	6/9/09
Department:	Purchasing	Legal	<i>DW</i>	6/9/09
Department Head	Mike Ryan	Assistant City Manager	<i>JRS</i>	6-9-09
Dept Signature:	<i>Mike Ryan</i>	Deputy City Manager	<i>[Signature]</i>	6/9/09
		City Manager	<i>JCR</i>	6/11/09
Agenda Coordinator (include phone #): Aimee Storm Ext 7248				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas terminating the contract by and between DiverseStaff, a Lane Staffing Company, and the City of Plano for Professional Food Service Personnel; approving its execution by the City Manager or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact.				
SUMMARY OF ITEM				
On May 1, 2009, City of Plano held a cure meeting with DiverseStaff regarding their performance in the contract. DiverseStaff did not correct the issues discussed. The contract between the parties allows for termination of the contract upon 30 days notice. On May 18 th , City of Plano sent DiverseStaff a notice of intent to terminate their contract for failure to meet specification. This agenda item terminates the contract.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

g.1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, TERMINATING THE CONTRACT BY AND BETWEEN DIVERSESTAFF, A LANE STAFFING COMPANY AND THE CITY OF PLANO FOR PROFESSIONAL FOOD SERVICE PERSONNEL; APPROVING ITS EXECUTION BY THE CITY MANAGER OR HIS AUTHORIZED DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Plano and DiverseStaff, a Lane Staffing Company, entered into a contract as approved by the City on March 23, 2009, for professional food service personnel at Plano Centre; and

WHEREAS, the City of Plano has notified DiverseStaff of its intention to terminate the contract for failure to meet the specifications outlined in the Competitive Sealed Proposal for Professional Food Service Personnel; and

WHEREAS, DiverseStaff failed to cure the defects; and

WHEREAS, the City Council has been presented the termination notice to DiverseStaff by the City of Plano, a substantial copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference (hereinafter called "Termination"); and

WHEREAS, upon full review and consideration of the Termination and all matters attendant and related thereto, the City Council is of the opinion that the Termination should be approved.

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

Section I. The Termination, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, is hereby in all things approved and execution by the City Manager or his authorized designee on behalf of the City of Plano is hereby authorized.

Section II. This Resolution shall become effective immediately upon its passage.

8-2

DULY PASSED AND APPROVED this the ____ day of _____,
2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



Pat Evans
Mayor

Jean Callison
Mayor Pro Tem

Harry LaRosiliere
Deputy Mayor Pro Tem

Pat Miner
Place 1

Scott Johnson
Place 2

Mabrie Jackson
Place 3

Sally Magnuson
Place 4

Lee Dunlap
Place 8

Thomas H. Muehlenbeck
City Manager

DiverseStaff
2211 Norfolk, Ste 150
Houston, TX 77098

May 18, 2009

Dear Ms. Lane,

This letter will serve as a follow-up to the meeting on May 1, 2009 regarding DiverseStaff's responsiveness, and ability to meet the specifications outlined in the Competitive Sealed Proposal for Professional Food Service Personnel.

In accordance with the CSP 2008-225-C:

General Requirements section IV, A. "Guarantee that any employee provided for professional food service personnel 1:0 service functions catered by the Plano Centre, qualified to fill the position specified and will perform in an efficient and professional manner."

Arrival time

"Please arrive at the Plano Centre at the scheduled time. Employees should be fully dressed and ready start work as scheduled. Employees will sign in at their exact time of arrival but will not sign in prior to their scheduled start time. Please report to your designated captain on arrival for your assignment. Captains will report to the Food Service Manager or Food Service Coordinator for instructions."

Gratuities

"It is the policy of the Plano Centre and the City of Plano that employees are not to accept gratuities. If a gratuity is offered by the guest it should be politely refused."

Uniforms

Black tuxedo jacket
Black dress shoes
Black dress slacks
Black bow tie
White wing tip tuxedo shirt
Black socks or hose
Pen

Please ensure that jewelry is not excessive, and long hair is tied back. Employees must be clean. On arrival employees must have their bow tie fastened and must wear it for the duration of their shift. Jackets must be worn for any function serviced after 3:00 PM or as required by the Plano Centre Management.



Pat Evans
Mayor

Jean Callison
Mayor Pro Tem

Harry LaRosliere
Deputy Mayor Pro Tem

Pat Miner
Place 1

Scott Johnson
Place 2

Mabrie Jackson
Place 3

Sally Magnuson
Place 4

Lee Dunlap
Place 8

Thomas H. Muehlenbeck
City Manager

On several occasions as outlined below, these requirements have not been met.

On March 18, 2009 a DiverseStaff employee was unaware of which glass to use while serving champagne, and used wine glasses instead. Staff members working on such events must be knowledgeable of proper serving etiquette.

In addition, two other employees signed out without permission or approval from a Plano Centre supervisor. Supervisors must be notified when a staff member is leaving.

On April 6, 2009 an employee from DiverseStaff was scheduled to work at 6 PM, but was one hour late. The employee did not call ahead of time to state that they were going to be late. This was the second time that this employee was late without notification.

On April 20, 2009 employees were instructed to set up the round tables for a breakfast for the following morning. It was a simple set up, buffet style breakfast. Due to the lack of knowledge, it took longer than necessary to prepare the room.

On April 24, 2009 six banquet servers and one bartender were scheduled for work. One employee was scheduled to arrive at 2:00 pm, and another at 4:00 pm. Neither one of them called or showed up for work.

On April 26, 2009 at the scheduled MPI event at the Plano Centre, most of the staff members from DiverseStaff Company were extremely disorganized and poorly trained. Supervisors at the Plano Centre noticed that four DiverseStaff employee's lacked important knowledge necessary to complete their duties. For example, servers did not know what b&b's were, they unable to reset tables because they did not have the knowledge of how to do so and failed to carry trays properly.

On May 2, 2009 Diversestaff employees were observed recruiting staff members of another agency, offering them business cards and \$2.00 more per hour if they would work for them. There was no supervisor from DiverseStaff available to discuss this matter.

According to a Supervisor at the Plano Centre, the DiverseStaff supervisor signed in her staff and left the premises. It was also observed that she had a difficult time identifying her staff when asked to do so.

Also on May 2, 2009 there was a plated dinner for 540 people and three cash bars.

When the bartenders were briefed, they were told that the beer and wine will be hosted and the rest of the drinks (mixed drinks) would be cash. An employee mentioned that they were only able to serve wine and beer and did not know how to prepare mixed drinks. We found another bartender from DiverseStaff to replace the employee.

g.5



Pat Evans
Mayor

Jean Callison
Mayor Pro Tem

Harry LaRosiliere
Deputy Mayor Pro Tem

Pat Miner
Place 1

Scott Johnson
Place 2

Mabrie Jackson
Place 3

Sally Magnuson
Place 4

Lee Dunlap
Place 8

Thomas H. Muehlenbeck
City Manager

During dinner service one station got behind and the Food and Beverage Director helped them to serve the meals to their tables. It was determined that one of the servers did not know how to wait on tables, causing them get behind. In addition one of the bartenders had a tip jar on the bar and was told about our policy regarding gratuities, and was asked to remove it. Later on the F& B Director found him with a tip jar on the bar and told him about the same policy, asking him to remove the jar once again. The F & B Director came back later on to check on the bar and found him again with a jar out. He was sent home for not following directions and failing to adhere to the Plano Centre policies regarding gratuities.

On May 3, 2009 a DiverseStaff employee was scheduled to work at the Courtyard. When he arrived, he was dressed in the concession uniform. When asked about his attire he responded, "DiverseStaff told me to wear the concession uniform to the event". He was sent him home to change into the tuxedo attire as required and return to work.

In order to provide better service to our customers, it is a minimum requirement for all staff members to be properly trained, knowledgeable on serving etiquettes, and compliant of all rules at the Plano Centre.

As we discussed in our meeting on May 1, 2009 all portions of the Competitive Sealed Proposal must be adhered to. As of the 1st of May, you proposed a cure to the problems at hand. As stated above, on May 2nd and 3rd the issues remained on going, therefore it is our intent to terminate the contract at the June 8th council meeting.

Should you have any questions, please contact me at 972-941-7134.

Sincerely,

Mike Ryan, CPPO
Chief Purchasing Officer



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>JG</i>	6-12-09
Council Meeting Date:	6/22/09	Budget	<i>KW</i>	6-12-09
Department:	Public Safety Communications	Legal	<i>DM</i>	6/12/09
Department Head	Ron Timmons	Assistant City Manager		
Dept Signature:	<i>Timothy Kennedy</i>	Deputy City Manager		6/12/09
		City Manager		6/15/09
Agenda Coordinator (include phone #): Jim Raney #7954				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input checked="" type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Agreement by and between the City of Plano and the City of Allen for a Joint Radio Communications System for Municipal Services; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	49,513	0	49,513
BALANCE	0	49,513	0	49,513
FUND(s): GENERAL FUND				
COMMENTS: If this interlocal agreement is approved, the City of Allen will reimburse the City of Plano for one half of a Radio System Technician position, approximately \$49,513 per year.				
STRATEGIC PLAN GOAL: Interlocal agreements for joint venture radio systems relate to the City's Goal of Service Excellence.				
SUMMARY OF ITEM				
Staff requests Council approval of an Interlocal Agreement between the Cities of Plano and Allen for a Joint Radio Communications System which would provide dependable/mission-critical voice radio service for use by each of the municipalities and its respective users, Plano and Allen desire to enter into an Interlocal Agreement to provide a Joint Radio Communications System for Municipal Services.				
List of Supporting Documents: Agreement Exhibit "A"		Other Departments, Boards, Commissions or Agencies		

h-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND THE CITY OF ALLEN FOR A JOINT RADIO COMMUNICATIONS SYSTEM FOR MUNICIPAL SERVICES; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS AUTHORIZED DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has before it the proposed Agreement by and between the Cities of Plano and Allen, Texas, attached hereto as Exhibit "A", providing terms and conditions for the use of the Cities of Plano and Allen's Joint Radio Communications System for Municipal Services; and

WHEREAS, the proposed Agreement serves a valid public purpose of interest to the City 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 Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions of the Agreement should be approved, and that the City Manager or his authorized designee execute the Agreement on behalf of the City of Plano;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, RESOLVES THAT:

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano, are hereby in all things approved.

Section II. The City Manager or his authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

Section III. This Resolution shall become effective the first day of October, 2009.

h.2

RESOLUTION NO. _____

Page 2

DULY PASSED AND APPROVED this the _____ day of _____
2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

A-3

**AGREEMENT BETWEEN THE CITY OF PLANO AND THE
CITY OF ALLEN FOR A JOINT RADIO COMMUNICATIONS SYSTEM
FOR MUNICIPAL SERVICES**

This Agreement is made between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation with the authorization of its governing body, (hereinafter referred to as "Plano"), and the **CITY OF ALLEN, TEXAS**, a home rule municipal corporation with the authorization of its governing body, (hereinafter referred to as "Allen") as follows:

W I T N E S S E T H:

WHEREAS, Plano and Allen are political subdivisions within the State of Texas, and each is engaged in the provision of governmental services for the benefit of its citizens; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act") provides authority for local governments of the State of Texas to enter into interlocal agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, municipalities own and operate radio systems for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, each of the municipalities has investigated and determined that it would be advantageous and beneficial to the citizens within its respective municipality to jointly operate a radio system; and

WHEREAS, in order to provide dependable/mission-critical voice radio service for use by each of the municipalities and its respective users, Plano and Allen desire to enter into an Interlocal Agreement to provide a Joint Radio Communications System for Municipal Services (hereinafter "Joint System"); and

WHEREAS, use of this Joint System will provide for system coverage for each City to ensure safe, effective and efficient communications, and benefit the greatest number of citizens both now and in the future; and

WHEREAS, this Agreement will provide the framework for administering the Joint System, and the costs associated with implementation, maintenance and operation of the Joint System distributed among Plano and Allen.

NOW, THEREFORE, Plano and Allen (hereinafter collectively referred to as "Party" or "Parties"), for and in consideration of the mutual benefits and obligations set forth in this Agreement, agree as follows:

h-4

I.**ADMINISTRATION OF THE JOINT COMMUNICATIONS SYSTEM**

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

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 System. Payment of Monies pursuant to the terms and obligations of this Agreement must be approved by the governing bodies or their designees of each of the Parties as required by their respective City Charters and ordinances. Administrative decisions may be made by the Coordinating Committee.

1.02 Technical Committee. A committee of technical personnel shall be selected to advise the Coordinating Committee (hereinafter "Technical Committee"). Each City's Coordinating Committee member shall be able to appoint up to four (4) persons to serve on the Technical Committee.

Technical Standards for the operation of the Joint System shall be developed by the Technical Committee and approved by mutual agreement of the Coordination 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.

II.**FUTURE EXPANSION OF THIS AGREEMENT**

2.01 Parties to this Agreement. All third parties who are serviced by the respective radio systems of Plano and Allen at the time of signing of this Agreement may participate in the Joint System created by this Agreement. However, for purposes of this Agreement, including its intended operation and effect, the Parties specifically agree and contract that: (1) this agreement only affects the Parties hereto, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity not a party hereto, notwithstanding the fact that such third person or entity may be in a contractual relationship with Plano or Allen, either individually or collectively; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owed by them to any of the Parties or to create any rights for the benefit of third parties, unless expressly provided herein.



III.
OWNERSHIP INTERESTS OF THE PARTIES

3.01 Radio License Modification. Within ninety (90) days of execution of this Agreement, the Parties agree to make application to transfer their respective individually owned Federal Communications Commission ("FCC") licenses to the City of Plano Radio Manager, for single entity titling, as required by FCC standards.

3.02 Hardware/Software. Each Party shall retain individual ownership of its respective hardware and software purchased prior to, or as a part of this Agreement. Allen shall retain the master communication site equipment located in Allen and Plano will retain the master communications site equipment located in Plano should this agreement be terminated. All communications and operating equipment owned by each Party will continue to be separately owned by such Party.

3.03 Recommendations regarding changes, upgrades, and maintenance costs for the Joint System will be made to the Coordinating Committee for joint resolution and policy determination.

IV.
FINANCING AND INFRASTRUCTURE COST SHARING

4.01 Each Party incurring costs has the sole responsibility to make payment to Vendors providing equipment and services for the Joint System to that Party. In no event shall any Party be held liable for debts incurred by any other Party as a result of expenditures made pursuant to this Agreement.

4.02 Full Time Radio Technician. Plano and Allen shall equally fund a full time radio technician. The technician will provide programming service and maintenance of radios on the system. Plano shall provide the necessary office space, supplies, equipment and training for this technician. The salary and benefits cost for the technician shall be divided equally between the Cities of Plano and Allen.

4.03 Maintenance Agreements. Plano will maintain a high tech support agreement with the manufacturer to provide system infrastructure technical expertise and guidance to the Plano Radio Shop personnel. The cost of the high tech support agreement will be shared between Plano and Allen using the 2/3 Plano, 1/3 Allen formula referenced in section 4.04.

In addition, all Parties agree that consistent with and to the extent allowed by all laws governing purchases made by municipalities, each Party shall pay their agency's maintenance agreement to include software, mobile and portable radios directly to the manufacturer. The manufacturer will invoice each agency individually. The agency may elect to pay per repair or enter into a comprehensive maintenance agreement. Each agency is responsible for the type of service they choose. The Radio Shop will serve as a centralized shipping and receiving point for all agencies, ensuring proper programming, database maintenance and fault analysis. Any

H-6

agency that does not enter into a maintenance agreement will be required to directly pay the manufacturer's time and material charges on a per unit repair basis.

4.04 Subscriber Revenue Fund. The Parties agree that there will be participants who receive beneficial use of the Joint System although not a party hereto. The Parties agree to charge participants a reasonable fee, as set by the Coordinating Committee, for this use and such fees shall be remitted to Plano for the benefit of the Parties to this Joint Agreement. Plano shall establish a fund, which shall be used as recommended by the Coordinating Committee and approved by each Parties governing body. These funds shall be used to pay expenses associated with the operation of the joint radio system. Any additional monies or fees shall be used for repairs, upgrades or other enhancements to the Joint System. Plano's share of the fund shall be 2/3 and Allen will retain 1/3.

4.05 Infrastructure Members. Any city building infrastructure such as a tower with communications repeaters and backhaul infrastructure connected to the Plano/Allen system are considered to be Infrastructure Members. Infrastructure Member's participation will require approval by Allen and Plano. In addition, they will be required to meet the minimum system requirements for site hardening, maintenance and reliability as defined by Allen and Plano.

Ex-officio members may be selected by the Infrastructure Members to serve on the Technical Committee and to assist the Committee, but shall have no voting authority. Infrastructure members may select ex-officio members to represent them on the committee, at their sole discretion. Infrastructure Members may select up to two persons from each agency to act as ex-officio representatives.

Infrastructure Members shall fund an additional technician to support the existing radio system infrastructure. The purpose of the additional technician is to offset the costs of an annual system maintenance agreement. The shared costs of the technician by the infrastructure members are expected to result in a costs savings over the typical manufactures' maintenance agreement. The technician will be stationed at the City of Plano radio shop and will be assigned maintenance and repair tasks in a prioritized manner. The technician will also provide after hours call out service for the radio system and dispatch agencies. The technician will be on-call after hours, holidays and weekends for members and associate member agencies. Infrastructure members may avoid the monthly airtime and talk group charges. However, this benefit includes only the infrastructure member and its internal departments.

Infrastructure Members will be exempt from user fees associated with leased airtime on the radio system. The cities of Allen and Plano reserve the right to seek additional airtime lease subscribers from other municipal and private agencies within the corporate limits Infrastructure Members. The revenue from any such additional subscribers will be held by Plano and Allen and used to support the jointly owned radio system infrastructure.

h.7

V.
JOINT SYSTEM USE AND STANDARDS

5.01 Rules. To maintain an effective and safe system, the following rules shall apply:

a. Talk Groups. A talk group is comparable to a "channel" used on a conventional system. The term "talk group" shall mean a group of radio users in a common functional responsibility that transmit and talk among themselves. The number of talk groups that each Party to this Agreement may maintain shall not exceed fifteen percent (15%) of the total number of their respective subscriber units as hereinafter defined. For example, a city with 500 subscriber units shall have no more than 75 talk groups. The number of talk groups used by subscribers shall be determined by the Coordinating Committee.

b. Subscriber Units. Subscriber Units are individual radios. The number of subscriber radios permitted on the system shall be reviewed and approved by the Coordinating Committee.

c. Equipment. No Party shall purchase, install or use equipment on the Joint System, unless such use is approved by the other Party in writing. If at the time of signing of this Agreement, any Party hereto does not have fully type-accepted equipment, such Party shall replace such nonconforming equipment with conforming equipment. All subscriber units shall be equipped with P-25 phase 1 or phase 2 digital architecture. Additionally, agencies may request subscriber units that are backwards compatible to Motorola Privacy Plus Smartnet systems for interoperability with other agencies.

d. Patching. Cross connecting or patching of radio, talk groups to talk groups or channels on other radio systems shall be done only as necessary for a specific event or emergency. Continuous patching to other systems or agencies requires the prior written approval of the coordinating committee.

5.02 Joint System Priorities. The Parties agree that radio transmission for the Joint System is as follows from highest to least priority:

1. Emergency Activation
2. Community Warning Systems
3. Police/Fire/EMS
4. Non Public Safety – Special Events
5. Non Public Safety – Schools
6. Non Public Safety

h.8

VI.
ACQUISITION/DISPOSITION OF ASSETS

Except as otherwise provided herein, assets acquired under this Agreement by each Party must be acquired and disposed of in accordance with applicable law and the Parties' respective City Charters. Proceeds for assets shall be divided in accordance with the same procedure required for cost sharing applied to the Parties at the time the asset was acquired. For example, each Party shall receive a percentage of the proceeds. The percentage received by each Party shall be based upon the amount of money paid by such Party, individually, after the initial investment identified in this Agreement. This amount would be proportionate to the total amount of money paid by the Parties after such initial investment.

Each Party paying for assets to be acquired or making any type of payment pursuant to this Agreement shall make such payments from current revenues legally available to that respective Party.

VII.
SYSTEM MANAGEMENT AND OPERATION

The City of Plano shall perform the day-to-day operation and management of the Joint System. Policies and procedures for specific management issues shall be pre-determined and approved by the Coordinating Committee. The Coordinating Committee shall make all decisions regarding matters other than the day-to-day operation and management of the Joint System.

VIII.
TERMINATION OF THE AGREEMENT

8.01 This Agreement shall be automatically renewed annually for a period of ten (10) one year terms in order to allow each Party the opportunity to recover its investment, unless terminated earlier as provided herein. Should circumstances exist that require one or more Parties to terminate this Agreement, then such termination shall be with the following conditions:

8.02 This Agreement may be terminated upon one (1) year written notice from the Party seeking termination to the other Party. Upon termination, the Party terminating shall be entitled to seek an FCC license with the same frequencies which the Party had prior to the execution of this Agreement.

8.03 Upon termination, Plano will receive ten (10) 700Mhz or 800 Mhz and Allen will receive two (2) 700Mhz or 800 Mhz radio frequency channels from the joint use system.

8.04 Reimbursement. The Party terminating this Agreement shall reimburse the remaining Parties for reconfiguring of the system such as microwave realignment and licensing fees'.

A-9

**IX.
RELEASE AND HOLD HARMLESS**

Each of the Parties does hereby agree to waive all claims against, release, and hold harmless the other Party and their respective officials, officers, agents, representatives, and employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, and costs, 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 the acts or omissions of their respective officials, officers, agents, representatives, and employees related to or arising out of the performance of this Agreement. In the event that a claim is filed, each Party shall be responsible for its proportionate share of liability. The Parties agree that each shall be liable only for damages, including attorneys' fees and costs, related to or arising out of the intentional or negligent act or omission of their respective officials, officers, agents, representatives, and employees in the performance of this Agreement.

**X.
IMMUNITY**

It is expressly understood and agreed that, in the execution of this Agreement, no 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.

**XI.
ASSIGNMENT AND SUBLETTING**

The Parties shall not assign, sublet, subcontract or transfer any interest in the Agreement without the prior written consent of the other Parties. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of the Parties.

**XII.
ENTIRE AGREEMENT**

This Agreement represents the entire and integrated agreement between Plano and Allen and supersedes all prior negotiations, representations and/or agreements, either written or oral with regard to the subject matter hereof. This Agreement may be amending and modified only by written instrument signed by all Parties.

h-10

**XIII.
NOTICES**

Unless notified otherwise in writing in accordance with this section, all notices required to be given to any Party hereto shall be in writing and delivered in person or sent by certified mail, return receipt requested, to the respective Parties at the following addresses:

Allen Representative:
Chief of Police
Allen Police Department
205 W. McDermott
Allen, Texas 75013
(214) 509-4200

Plano Representative:
Director of Public Safety
Communications
1520 K Avenue, Suite 010
Plano, TX 75074
(972) 941-7930

H-11

**XIV.
AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION**

The undersigned officer and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto. Plano has executed this Agreement pursuant to duly authorized action of the City Council on _____. Allen has executed this Agreement pursuant to duly authorized action of the City Council on _____.

**XV.
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 to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, any Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

**XVI.
VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

**XVII.
INTERPRETATION OF AGREEMENT**

This is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the terms and provisions of this Agreement shall not be construed more favorable for or strictly against any Party.

**XVIII.
REMEDIES**

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by any Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

h-12

**XIX.
SUCCESSORS AND ASSIGNS**

The Parties bind themselves, their respective successors, executors, administrators and assigns, to the other Parties to this contract. References in this Agreement to Plano and Allen whether individually or collectively, includes the successors and assigns of each of the respective Parties.

**XX.
DISPUTE RESOLUTION**

In the event of a dispute regarding any aspect of this Agreement, the Coordinating Committee shall act as mediator. If the Coordinating Committee is unable to agree on a resolution, then the issue shall be referred to a joint meeting of the City Managers of each of the Parties. If the matter continues to remain unresolved after this process, the Parties shall refer the matter to outside mediation for resolution prior to engaging in litigation.

**XXI.
GOVERNMENTAL FUNCTION**

The Parties have determined by their execution of this Agreement that this Agreement and the obligations of the Parties contained herein are in discharge of a governmental function as set forth in the Interlocal Cooperation Act, and participation in this Agreement by one Party shall not be construed as creating any kind of agency relationship, partnership, or joint enterprise between the Parties.

**XXII.
HEADINGS**

The headings of this Agreement are for convenience of reference only and shall not affect in any manner any of the terms and conditions of this Agreement.

**XXIII.
DUPLICATE ORIGINAL DOCUMENTS**

This Agreement will be executed in duplicate counterparts, each of which shall be deemed an original for all purposes.

A-13

EXECUTED this _____ day of _____, 2009.

CITY OF PLANO, TEXAS

BY: _____
Thomas H. Muehlenbeck
City Manager

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

EXECUTED this _____ day of _____, 2009.

CITY OF ALLEN, TEXAS

BY: _____
Peter H. Vargas
City Manager

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

h-14

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the _____ day of _____, 2009, by **THOMAS H MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule 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 _____, 2009, by **PETER H. VARGAS**, City Manager, of the **CITY OF ALLEN, TEXAS**, a home-rule municipality, on behalf of such Municipality.

Notary Public, State of Texas

H-15



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	DJ	6-12-07
Council Meeting Date: 06/22/09		Budget	M	6-12-09
Department:	Public Works and Engineering	Legal ^{WS}	DW	6/15/09
Department Head	Alan Upchurch	Assistant City Manager		
Dept Signature:	<i>[Signature]</i>	Deputy City Manager	[Signature]	6/15-09
		City Manager	[Signature]	6/15/09
Agenda Coordinator (include phone #): Irene Pegues, Ext.7152 ^{JP}				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
An Ordinance of the City of Plano, Texas, amending Section 12-73 of Chapter 12 Motor Vehicles and Traffic of the City of Plano City Code of Ordinances; to enact a school zone on Parker Road at P Avenue, and to revise the effective times of the school zones on Independence Parkway at Russell Creek Drive and Shiloh Road between Cotillion Drive and 18th Street; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, severability clause, a publication clause, and an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
COMMENTS: This item has no fiscal impact.				
SUMMARY OF ITEM				
For the past several years, the Plano Independent School District (PISD) operated Barron School as an Early Childhood School. For the 2009-2010 school year, the PISD will operate Barron School as an elementary school. Elementary school status necessitates implementing a school zone on Parker Road at P Avenue to enhance the safety of students crossing Parker Road. PISD has also requested adjustment of the effective times for the school zones on Independence Parkway at Russell Creek Drive for Rice Middle School and on Shiloh Road between Cotillion Drive and 18th Street for Forman Elementary School. The walking time between Rice Middle School and Independence Parkway justifies revision of the effective times for this school zone. Students attending after school tutorials at Forman Elementary School cross Shiloh Road without a crossing guard. Extending the effective times for this school zone will enhance student safety. The City of Plano Transportation Engineering Division supports the implementation of a school zone on Parker Road at P Avenue and revision of the effective times for the school zones on Independence Parkway and Shiloh Road.				



**CITY OF PLANO
COUNCIL AGENDA ITEM**

List of Supporting Documents: Maps	Other Departments, Boards, Commissions or Agencies

i-2

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING SECTION 12-73 OF CHAPTER 12 MOTOR VEHICLES AND TRAFFIC OF THE CITY OF PLANO CITY CODE OF ORDINANCES; TO ENACT A SCHOOL ZONE ON PARKER ROAD AT P AVENUE, AND TO REVISE THE EFFECTIVE TIMES OF THE SCHOOL ZONES ON INDEPENDENCE PARKWAY AT RUSSELL CREEK DRIVE, AND SHILOH ROAD BETWEEN COTILLION DRIVE AND 18TH STREET; PROVIDING A FINE FOR CRIMINAL PENALTIES NOT TO EXCEED \$200.00 FOR EACH OFFENSE; AND PROVIDING A REPEALER CLAUSE, SEVERABILITY CLAUSE, A PUBLICATION CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the school zone on Parker Road was removed in 2007 when the Barron Elementary School was converted to an Early Childhood School; and

WHEREAS, beginning with the school year 2009-2010, Barron Early Childhood School will be converted back to an Elementary School; and

WHEREAS, the Plano Independent School District has requested that a school zone be implemented on Parker Road at P Avenue for elementary school children walking to and from the school; and

WHEREAS, the school zone on Independence Parkway at Russell Creek Drive is located approximately 4,300 feet from Rice Middle School, for which the school zone is provided; and

WHEREAS, the Plano Independent School District has requested the effective times of the school zone be adjusted for students walking to and from the school; and

WHEREAS, Transportation Engineering Division staff conducted field studies and found the walking time between Rice Middle School and the school crossing for Independence Parkway to be approximately 20 minutes; and

WHEREAS, Transportation Engineering Division staff found that middle school students were crossing Independence Parkway before and after the effective times of the school zone in the morning and afternoon, respectively; and

WHEREAS, the Transportation Engineering Division determined that adjustments are needed to enhance the safety of the children crossing Independence Parkway; and

WHEREAS, a school zone for Forman Elementary School is located on Shiloh Road between Cotillion Drive and 18th Street; and

WHEREAS, Forman Elementary School provides tutorial sessions after school, and students attending the tutorials must cross Shiloh Road without the aid of a crossing guard; and

WHEREAS, the Plano Independent School District has requested the effective times of the school zone on Shiloh Road for Forman Elementary School be extended for the students attending tutorials; and

WHEREAS, Transportation Engineering Division staff conducted field investigations and found considerable numbers of students crossing Shiloh Road after the effective times of the school zone in the afternoon; and

WHEREAS, the Transportation Engineering Division determined that adjustments are needed to enhance the safety of the students crossing the roadway; and

WHEREAS, the City Council of the City of Plano finds it necessary and in the best interest of the city and its citizens to enact a school zone on Parker Road at P Avenue for Barron Elementary School, and to revise the effective times of the school zones on Independence Parkway at Russell Creek Drive for Rice Middle School and on Shiloh Road between Cotillion Drive and 18th Street for Forman Elementary School.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS THAT:

Section I. Chapter 12 (Motor Vehicles and Traffic), Article IV (Speed), Section 12-73(d) of the City of Plano Code of Ordinances, and Ordinance Number 2007-8-5, are hereby amended to read as follows:

“Parker Road:”

- (1) Between a point two hundred fifty (250) feet west of Clark Parkway and a point three hundred (300) feet east of Oak Arbor Drive on school days between 8:00 a.m. and 8:45 a.m. and between 3:15 p.m. and 4:00 p.m. (P)
- (2) For eastbound traffic, between a point two hundred and twenty (220) feet west of P Avenue and a point eighty-five (85) feet east of P Avenue and for westbound traffic, a point two hundred (200) feet east of P Avenue and a point fifty (50) feet west of P Avenue on school days between 7:15 a.m. and 8:15 a.m. and between 2:30 p.m. and 3:15 p.m. (P)
- (3) Between a point two hundred twenty-five (225) feet west of Roundrock Trail and a point two hundred twenty-five (225) feet east of Roundrock Trail on school days between 8:00 a.m. and 8:45 a.m. and between 3:15 p.m. and 4:00 p.m. (P)”

Section II. Chapter 12 (Motor Vehicles and Traffic), Article IV (Speed), Section 12-73(d) of the City of Plano Code of Ordinances, and Ordinance Number 2006-6-29, are hereby amended to read as follows:

i-4

"Independence Parkway:"

- (1) Between a point one hundred twenty-five (125) feet north of Prairie Creek Drive and a point one hundred seventy-five (175) feet south of Mollimar Drive on school days between 7:15 a.m. and 8:15 a.m. and between 2:30 p.m. and 3:15 p.m. (P)
- (2) Between a point one hundred seventy-five (175) feet north of Parkhaven Drive and a point one hundred fifty (150) feet south of Parkhaven Drive on school days between 8:00 a.m. and 8:45 a.m. and between 3:15 p.m. and 4:00 p.m. (P)
- (3) Between Benchmark Drive and a point six hundred (600) feet south of Benchmark Drive on school days between 8:00 a.m. and 8:45 a.m. and between 3:15 p.m. and 4:00 p.m. (P)
- (4) Between a point two hundred (200) feet south of Robin Road and a point one hundred (100) feet south of Glencliff Drive on school days between 8:00 a.m. and 8:45 a.m. and between 3:15 p.m. and 4:00 p.m. (P)
- (5) Between a point one hundred (100) feet north of Maumelle Drive and a point one hundred fifty (150) feet south of San Simeon Way on school days between 7:15 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:00 p.m. (P)
- (6) For northbound traffic, between a point two hundred (200) feet south of Ridge Creek Lane and a point fifty (50) feet north of Ridge Creek Lane and for southbound traffic, between a point two hundred (200) feet north of Ridge Creek Lane and a point fifty (50) feet south of Ridge Creek Lane on school days between 7:15 a.m. and 8:15 a.m. and between 2:45 p.m. and 3:30 p.m. (F)
- (7) Between a point five hundred fifty (550) feet north of Russell Creek Drive and a point three hundred (300) feet south of Russell Creek Drive on school days between 7:45 a.m. and 8:30 a.m. and between 3:30 p.m. and 4:15 p.m. (P)
- (8) Between a point seventy-five (75) feet north of Vidalia Lane and a point two hundred (200) feet south of Oakland Hills Drive on school days between 7:15 a.m. and 8:15 a.m. and between 2:45 p.m. and 3:30 p.m. (F)

"Shiloh Road:"

- (1) Between a point two hundred twenty-five (225) feet north of Cotillion Drive and a point two hundred (200) feet north of 18th Street on school days between 7:15 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:30 p.m. (P)

i-5

Section III. All other portions of Chapter 12 (Motor Vehicles and Traffic) of the City of Plano Code of Ordinances shall remain in full force and effect.

Section IV. All provisions of the Ordinances of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section V. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

Section VI. Any person, firm, or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction in the Municipal Court, shall be subject to a fine not to exceed TWO HUNDRED AND NO/100 DOLLARS (\$200.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

Section VII. The repeal of any ordinance or part of any ordinance effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinances at the time of passage of this Ordinance.

Section VIII. This Ordinance shall become effective from and after its passage and publication as required by law.

DULY PASSED AND APPROVED this 22nd day of June, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY

i-6



**PROPOSED
MODIFICATION OF
EFFECTIVE SCHOOL
ZONE TIMES**

**INDEPENDENCE
PARKWAY**

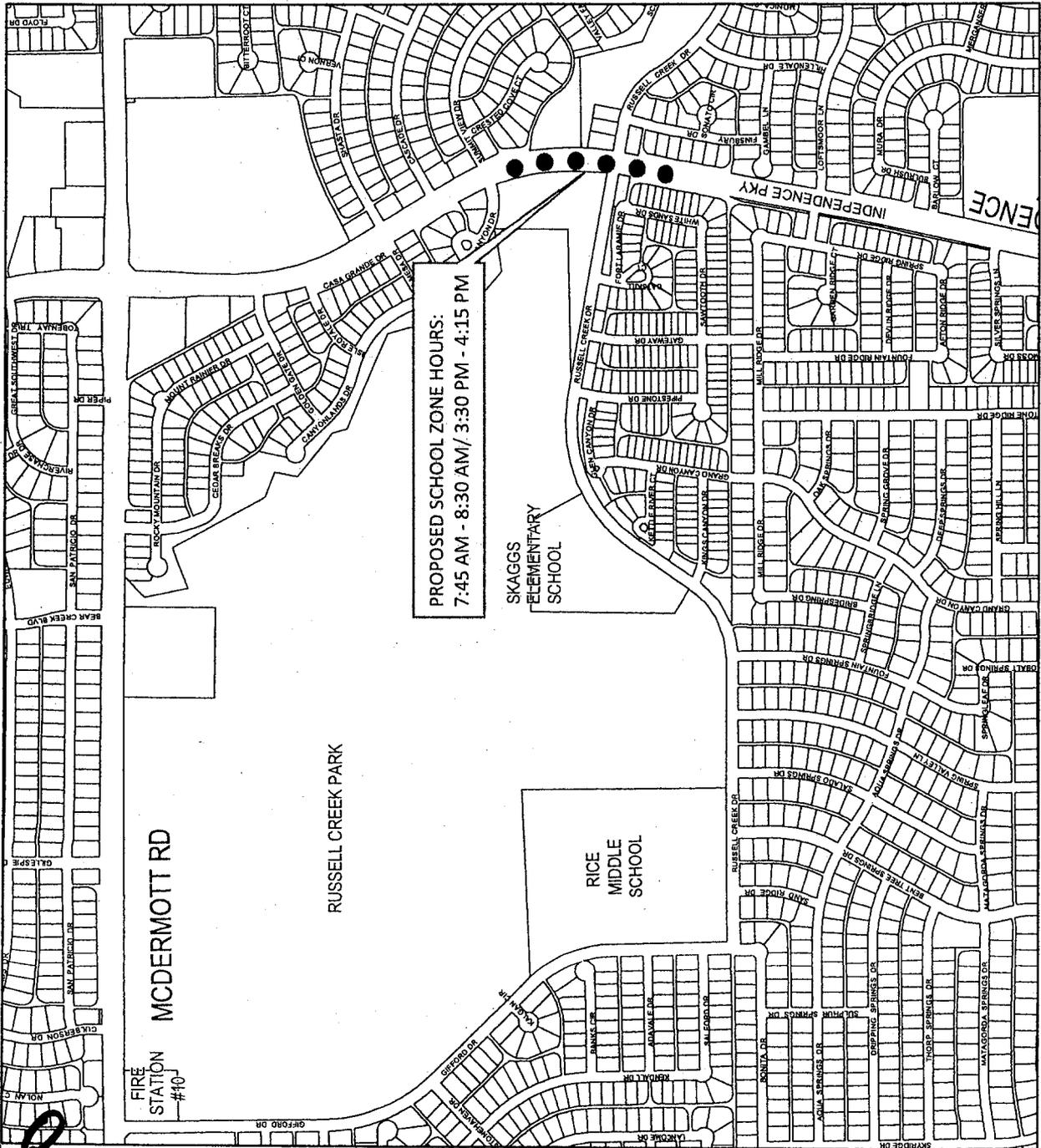
**SCHOOL ZONE FOR
RICE MIDDLE SCHOOL**

JUNE 2009



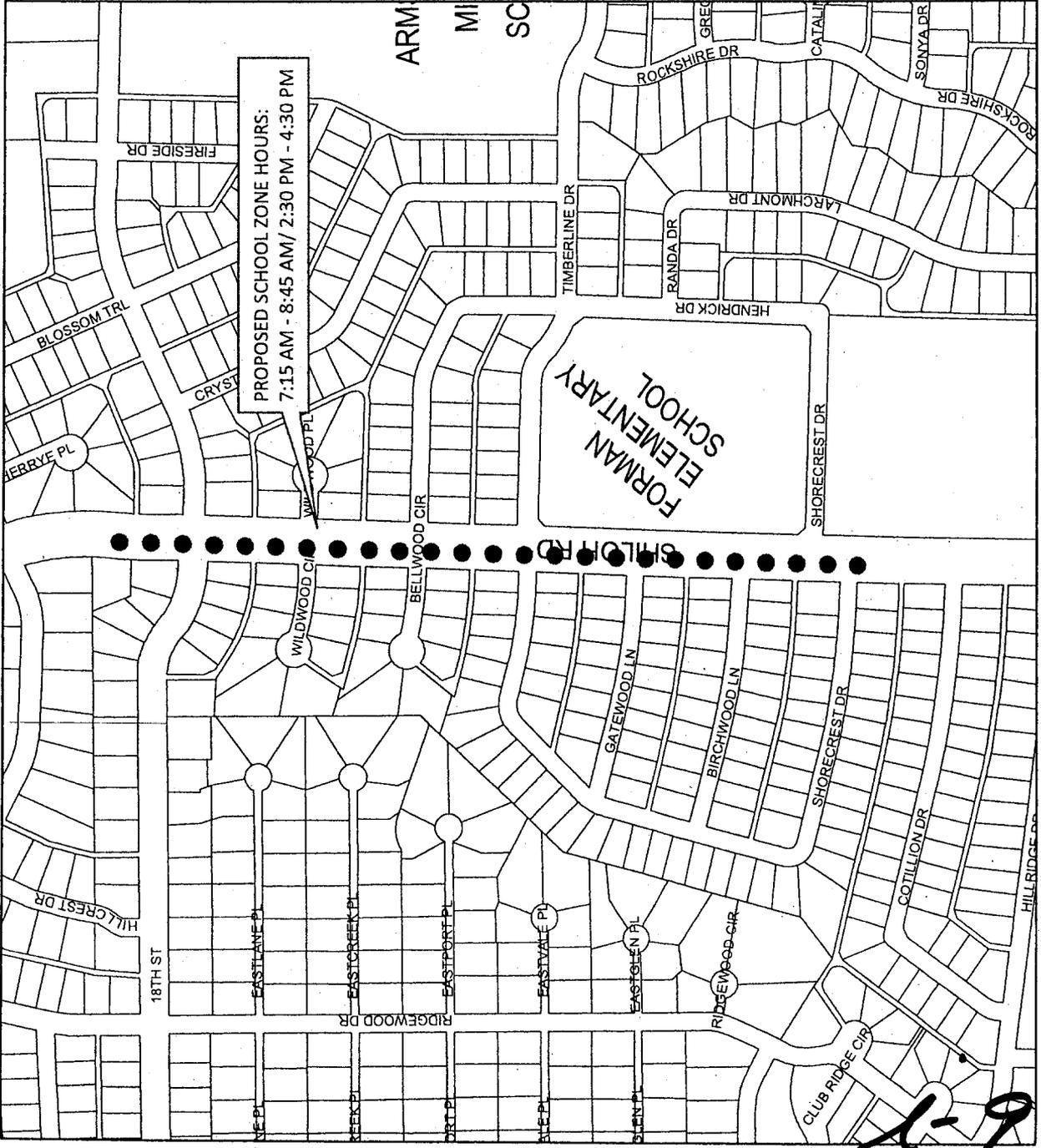
Transportation Engineering Division

RICE MIDDLE SCHOOL



8-2

FORMAN ELEMENTARY SCHOOL



**PROPOSED
MODIFICATION OF
EFFECTIVE SCHOOL
ZONE TIMES**

SHILOH ROAD

**SCHOOL ZONE FOR
FORMAN ELEMENTARY
SCHOOL**

JUNE 2009



Transportation Engineering Division

Handwritten signature or initials



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Initials	Date	
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>Def</i> 6-16-09	
Council Meeting Date:	6/22/2009	Budget	<i>Kar</i> 6/16/09	
Department:	City Secretary	Legal	<i>De</i> 6/16/09	
Department Head	Diane Zucco	Assistant City Manager		
Dept Signature:	<i>D Zucco</i>	Deputy City Manager		
		City Manager	<i>Sharon</i> 6/16/09	
Agenda Coordinator (include phone #): Sharon Kotwitz #7120				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
To adopt and enact Supplement Number 86 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact.				
SUMMARY OF ITEM				
Adoption of this ordinance enables this supplement to be admissible in court.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

4-1
REV 06/09

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS ADOPTING AND ENACTING SUPPLEMENT NUMBER 86 TO THE CODE OF ORDINANCES FOR THE CITY OF PLANO; PROVIDING FOR AMENDMENT TO CERTAIN SECTIONS OF THE CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano, Texas adopted a new Code of Ordinances upon adoption of Ordinance No. 87-3-14, on March 9, 1987; and

WHEREAS, Sections V and VI of Ordinance No. 87-3-14 provide for amendment to said Code of Ordinances; and

WHEREAS, §3.11 of the City of Plano Charter provides that the City Council has the power to have its ordinances codified and printed in Code form, and that such printed form shall have full force and effect without the necessity of publishing the same or any part thereof in a newspaper; and

WHEREAS, the Code of Ordinances of the City of Plano, Texas has been revised by previous amendments duly passed as individual ordinances by the City Council and such amendments are reflected on Supplement Number 86;

WHEREAS, The City Council wishes to adopt the ordinance codification version appearing in Supplement 86 of the Plano Code of Ordinances in order for the printed Code form to be considered identical to the original ordinance and to eliminate any confusion or differences in the format of the original ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The City Council hereby adopts the printed Code form of the ordinances contained in Supplement 86 as prepared by the codifier.

Section II. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 22nd day of June, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	Def 6-10-09	
Council Meeting Date: 6/22/2009		Budget	C.S. 6-11-09	
Department: Planning		Legal	DM	
Department Head: Phyllis Jarrell		Assistant City Manager		
Dept Signature: <i>P Jarrell</i>		Deputy City Manager	<i>[Signature]</i> 6/15/09	
		City Manager	<i>[Signature]</i> 6/15/09	
Agenda Coordinator (include phone #): Tammy Stuckey x7156				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
An Ordinance of the City of Plano, Texas, repealing Ordinance No. 2009-5-15 and adopting this ordinance to correct a clerical error; amending the Comprehensive Zoning Ordinance of the city, Ordinance No. 2006-4-24, as heretofore amended regarding signage and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
COMMENTS: This item has no fiscal impact.				
SUMMARY OF ITEM				
On May 11th, 2009, Ordinance No. 2009-5-15 amending the Zoning Ordinance with regard to signs was passed and approved by City Council. The proposed ordinance language for Section 3.1603, as recommended for approval by the Planning & Zoning Commission was omitted, due to a clerical error, in the ordinance submitted to City Council. The supporting documentation showing the proposed ordinance language deletions and additions was correct, as submitted to Council. It is necessary to repeal the ordinance containing the clerical error and replace it with a corrected version. A memo is attached with additional information.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Ordinance				
Memo from Staff				

INTEROFFICE MEMORANDUM

DATE: 6/10/2009

TO: Honorable Mayor and City Council

FROM: Kate Perry, Senior Planner

SUBJECT: Corrections to Ordinance 2009-5-15 (Sign Ordinance Amendments)

CC: Frank Turner, Executive Director; Phyllis Jarrell, Planning Director;
Selso Mata, Chief Building Official; Tina Firgens, Development
Review Manager.

On May 11th, 2009, Ordinance No. 2009-5-15 amending the Zoning Ordinance with regard to signs was passed and approved by City Council. The proposed ordinance language, as recommended for approval by the Planning & Zoning Commission, included language in Section 3.1603, which due to a clerical error, was omitted in the version of the ordinance that was presented to City Council. The supporting documentation (i.e. the follow-up-memo the City Council received from the Planning & Zoning Commission and staff write-up) showing the proposed ordinance language deletions and additions was correct, as submitted to Council. However, since the City Council's motion is to approve the ordinance and not the supporting documents, it is necessary to repeal the ordinance containing the clerical error and replace it with a corrected version.

The location of this error was Section 3.1603 (Design and Construction Specifications). The proposed ordinance language recommended by the Planning & Zoning Commission was as follows (language that was in the follow-up memo but omitted from the previous version of the ordinance is underlined):

K-2

(3) Requirements for Freestanding Signs Located within an Overlay District

(c) Multi-tenant commercial developments shall be limited to the following:

(iii) Directory Signs

(d) No single tenant shall be allowed to advertise on more than one sign per street front, excluding a listing on directory signs.

(4) Miscellaneous Requirements for Freestanding Signs

(h) Unless otherwise set forth, a minimum of 60 feet shall be required between all freestanding signs, except directional signs.

(i) No single tenant shall be allowed to advertise on more than one sign per street front, excluding directory signs.

Staff will be available at the meeting to answer any questions you may have regarding these changes.

ORDINANCE NO. _____
(Zoning Case 2009-04)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING ORDINANCE NO. 2009-5-15 AND ADOPTING THIS ORDINANCE TO CORRECT A CLERICAL ERROR; AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED REGARDING SIGNAGE AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, A PUBLICATION CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, held on the 11th day of May, 2009, for the purpose of considering amending Subsection 3.1602 (Definitions) and Subsection 3.1603 (Design and Construction Specifications) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations); Subsection 4.506 of Section 4.500 (Preston Road Overlay District), Subsection 4.606 of Section 4.600 (Dallas North Tollway Overlay District), Subsection 4.706 of Section 4.700 (190 Tollway /Plano Parkway Overlay District), Subsection 4.806 of Section 4.800 (State Highway 121 Overlay District), Subsection 4.905 of Section 4.900 (Parkway Overlay District) of Article 4 (Special District Regulations), Subsection 2.826 (RT-Research/Technology Center) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and related Sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended regarding signage; and;

WHEREAS, the City Council of Plano, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 11th day of May, 2009; and

WHEREAS, on May 11, 2009, Ordinance No. 2009-5-15 was duly passed and approved by the City Council of the City of Plano, which ordinance, due to a clerical error, omitted language in Section 3.1603 (Design and Construction Specifications) (3) (d) (Requirements for Freestanding Signs Located within an Overlay District) stating "excluding a listing on directory signs"; and in (4) (Miscellaneous Requirements for Freestanding Signs) (h) stating "except directional signs" and (l) stating "excluding directory signs," and

WHEREAS, the City Council is of the opinion and finds that the clerical error may be corrected by repealing Ordinance No. 2009-5-15 and adopting this ordinance which includes the previously omitted text, which action will not be detrimental to the public health, safety, or general welfare, and will allow and promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, as well as the owners and occupants thereof and the City generally.

b-4

IT IS, THEREFORE, ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. To correct a clerical error, Ordinance No. 2009-5-15, duly passed and approved by the City Council of the City of Plano, Texas, on May 11, 2009, is hereby repealed.

Section II. Subsection 3.1602 (Definitions) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations); of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended regarding signage, such definitions to read in their entirety as follows:

3.1600 Sign Regulations

3.1602 Definitions

Term	Definition
Sign – Light Pole Banner	A sign, attached to a light pole standard, that is made of cloth, vinyl, metal, or other material manufactured for sign use.
Sign – Mural	A picture painted directly onto or applied to an exterior wall which does not contain logos or names of any business or entity.
Sign – Reader Board/Electronic Message Center	A variable message sign that utilizes computer-generated messages or some other electronic means of changing copy.

Section III. Subsection 3.1603 (Design and Construction Specifications) 1. (Requirements for Wall Signs), 2. (Freestanding Signs), 3. (Requirements for Freestanding Signs Located within an Overlay District), 4. (Miscellaneous Requirements for Freestanding Signs), 7. (Reader Boards/Electronic Message Centers), and 8. (Light Pole Banners) of Section 3.1600 (Sign Regulations) of Article 3 (Supplemental Regulations); of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended regarding signage, such portions of the section to read in their entirety as follows:

3.1603 Design and Construction Specifications

(1) Requirements for Wall Signs

(b) Wall Signs

(ii) The height of a horizontal wall sign shall not exceed six feet. The height shall be measured perpendicularly from the horizontal. The width of a vertical wall sign shall not exceed six feet. The width shall be measured perpendicularly from the



vertical. The sizing of wall signs shall be calculated by determining an overall sign allowance for the entire building. Wall signs shall not exceed two times the linear width and 75% coverage area of each elevation. Wall signs are allowed to project a maximum of four feet above the wall or parapet to which they are attached. Wall signs shall be limited to the following categories: Apartment, Contractor, General Business, Identification, and Institution signs. (Exception: A wall sign may exceed the six foot height or width limit as follows: in the case of a horizontal sign, for every one inch of sign height exceeding six feet, the allowable width of the sign shall be reduced by one percent; in the case of a vertical sign, for every one inch of the sign width exceeding six feet, the allowable height of the sign shall be reduced by one percent.) (ZC 05-53; Ordinance No. 2006-2-30)

- (iv) Wall signs may be illuminated; however, illuminated wall signs on rear building facades shall be prohibited unless facing a nonresidential zoning district.
 - (v) A wall sign shall not project more than 30 inches from the wall surface.
 - (vi) Wall signs shall not be reader board/electronic message center type.
- (c) Multistory Office (MSO) Wall Signs (ZC 2006-06; Ordinance No. 2006-9-16)
- (iii) Multistory office wall signs shall be limited to three signs per elevation. This provision does not apply to the ground floor.
 - (ix) Ground floor tenants in a multistory office shall have signage regulated by 1.b. above for general business wall signs.

(2) Freestanding Signs

(c) General Business Signs

- (i) General business signs may be erected in nonresidential zoning districts and shall not exceed 90 square feet for monument signs and 60 square feet for pole signs, except for signs on property fronting on U.S. Highway 75, in which case the sign may be 100 square feet. Maximum height of a general business sign shall be ten feet for a monument sign and 20 feet for pole signs, except for signs located on property fronting on U.S. Highway 75, in which case a height of 40 feet is permitted. Required

p-6

setback shall be eight feet from the front property line (or any property line adjacent to a street) and shall be located a minimum of 30 feet from adjoining private property lines and a minimum of 60 feet from any other freestanding sign, except directional signs.

(d) Identification Signs

- (i) An identification sign may be erected in nonresidential zoning districts and shall not exceed 150 square feet for monument signs and 100 square feet for pole signs. Maximum height of an identification sign shall be ten feet for a monument sign and 20 feet for pole signs, except for signs located on property fronting on U.S. Highway 75, in which case a height of 40 feet is permitted. Required setback shall be eight feet from the front property line (or any property line adjacent to a street) and 30 feet from adjoining private property line, and the sign shall be located a minimum of 60 feet from any other freestanding sign, except directional signs.

(f) Multipurpose Signs

- (v) Required setback for multipurpose signs shall be 30 feet from front and adjoining private property lines. Multipurpose signs are limited to one per street front per development and a minimum spacing of 60 feet from any other freestanding sign, except directional signs, must be maintained. Multipurpose signs that meet the size and height requirements of a general business sign shall be allowed an eight-foot front setback.

(i) Onsite Directional Signs

- (i) Onsite directional signs shall not exceed eight square feet and 30 inches in height and shall not contain advertising.
- (ii) Directional signs shall be located a minimum of 30 feet from other freestanding signs, including other directional signs.
- (iii) Sign provisions specifically addressed by State or Federal government regulations which are in conflict with local sign ordinance shall be exempt from local sign ordinance regulations.

(l) Directory Signs

- (i) Directory signs shall not exceed 40 square feet.
- (ii) Directory signs shall not exceed 15 feet in height, measured from grade.

- (iii) For multiple-sided signs, the gross surface area of each side shall not exceed two times the allowable square footage divided by the number of sign faces.
 - (iv) All accessibility and visibility requirements must be met for public sidewalks and streets.
 - (v) Directory signs shall be located a minimum of 60 feet from any other freestanding sign, except directional signs.
 - (vi) Changes to tenant names/locations on an existing permitted directory sign shall not require a permit.
 - (vii) Any directory sign shall be located within the established build line for that property.
 - (viii) Directory signs shall be used only to provide way finding information to tenants within a property.
- (3) Requirements for Freestanding Signs Located within an Overlay District
- (c) Multi-tenant commercial developments shall be limited to the following:
 - (iii) Directory Signs
 - (d) No single tenant shall be allowed to advertise on more than one sign per street front, excluding a listing on directory signs.
- (4) Miscellaneous Requirements for Freestanding Signs
- (h) Unless otherwise set forth, a minimum of 60 feet shall be required between all freestanding signs, except directional signs.
 - (i) No single tenant shall be allowed to advertise on more than one sign per street front, excluding directory signs.
- (7) Reader Boards/Electronic Message Centers
- (a) Any reader board or electronic message center area of a sign shall not exceed the allowable square footage for its specific sign type.
 - (b) Any reader board or electronic message center sign shall be allowed to change the copy every eight seconds.
- (8) Light Pole Banners
- (a) Two banner maximum per light pole standard.

- (b) Banners on light pole standards shall be securely attached at both ends, perpendicular or parallel to light pole standards.
- (c) Each banner shall be limited to 15.5 square feet.
- (d) Banners are allowed to be attached on up to 50% of the existing light pole standards within a property.
- (e) Banners on light pole standards shall be limited to noncommercial messages.
- (f) Light pole banners shall be allowed within parking lots in both residential and nonresidential zoning districts.

Section IV. Subsection 4.506 of Section 4.500 (Preston Road Overlay District) of Article 4 (Special District Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended regarding signage, such subsection to read in its entirety as follows:

4.500 Preston Road Overlay District

4.506 All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600, shall be monument type. An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. The maximum sizes and dimensions of the above signs shall be as follows:

Apartment Signs	
Maximum Height	Eight feet
Maximum Size	35 square feet

General Business/Institution Signs	
Maximum Height	Eight feet
Maximum Size	90 square feet

Identification Signs	
Maximum Height	Eight feet
Maximum Size	125 square feet

Multipurpose Signs	
Maximum Height	Eight feet
Maximum Size	225 square feet
Maximum Size of Copy Area	Identification - 50 square feet
	Directory* - 70 square feet
	Reader Board* - 30 square feet
* Any combination of directory and reader board is permitted if it does not exceed 100 square feet.	

Section V. Subsection 4.606 of Section 4.600 (Dallas North Tollway Overlay District) of Article 4 (Special District Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended regarding signage, such subsection to read in its entirety as follows:

4.600 Dallas North Tollway Overlay District

4.606 All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600, shall be monument type. An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. Except for those signs located within 150 feet of a residential zoning district, the following standards shall apply:

Apartment Signs	
Maximum Height	Eight feet
Maximum Size	35 square feet

General Business/Institution Signs	
Maximum Height	Eight feet
Maximum Size	90 square feet

Identification Signs	
Maximum Height	Eight feet
Maximum Size	125 square feet

B-10

Multipurpose Signs	
Maximum Height	12 feet
Maximum Size	225 square feet
Maximum Size of Copy Area	Identification - 50 square feet
	Directory* - 70 square feet
	Reader Board* - 30 square feet
* Any combination of directory and reader board is permitted if it does not exceed 100 square feet.	

The above signage regulations shall not apply to those lots or tracts located fully or partially within the overlay district but adjacent to the S.H. 121 right-of-way if the affected signs are located more than 500 feet from the centerline of the Dallas North Tollway.

For freestanding signs located within 150 feet of residential zoning districts, the following standards shall apply:

Apartment Signs	
Maximum Height	Six feet
Maximum Size	30 square feet

General Business/Institution Signs	
Maximum Height	Six feet
Maximum Size	50 square feet

Identification Signs	
Maximum Height	Six feet
Maximum Size	70 square feet

Multipurpose Signs	
Maximum Height	Six feet
Maximum Size	125 square feet
Maximum Size of Copy Area	Identification - 25 square feet
	Directory* - 35 square feet
	Reader Board* - 20 square feet
* Any combination of directory and reader board is permitted if it does not exceed 55 square feet.	

R-11

Section VI. Subsection 4.706 of Section 4.700 (190 Tollway/Plano Parkway Overlay District) of Article 4 (Special District Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended regarding signage, such subsection to read in its entirety as follows:

4.700 190 Tollway/Plano Parkway Overlay District

4.706 All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600 shall be monument type. An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. Except for those signs located within 150 feet of a residential zoning district, the following standards shall apply:

Apartment Signs	
Maximum Height	Ten feet
Maximum Size	35 square feet

General Business/Institution Signs	
Maximum Height	12 feet
Maximum Size	90 square feet

Identification Signs	
Maximum Height	12 feet
Maximum Size	125 square feet

Multipurpose Signs	
Maximum Height	15 feet
Maximum Size	225 square feet
Maximum Size of Copy Area	Identification - 50 square feet
	Directory* - 70 square feet
	Reader Board* - 30 square feet
* Any combination of directory and reader board is permitted if it does not exceed 100 square feet.	

h-12

For freestanding signs located within 150 feet of residential zoning districts, the following standards shall apply:

Apartment Signs	
Maximum Height	Six feet
Maximum Size	30 square feet

General Business/Institution Signs	
Maximum Height	Six feet
Maximum Size	50 square feet

Identification Signs	
Maximum Height	Six feet
Maximum Size	70 square feet

Multipurpose Signs	
Maximum Height	Six feet
Maximum Size	125 square feet
Maximum Size of Copy Area	Identification - 25 square feet
	Directory* - 35 square feet
	Reader Board* - 20 square feet
* Any combination of directory and reader board is permitted if it does not exceed 55 square feet. (ZC 2000-73; Ordinance No. 2000-11-22)	

Section VII. Subsection 4.806 of Section 4.800 (State Highway 121 Overlay District) of Article 4 (Special District Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended regarding signage, such subsection to read in its entirety as follows:

4.800 State Highway 121 Overlay District

4.806 All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600 shall be monument type. An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. Except for those signs located within 150 feet of a residential zoning district, the following standards shall apply:

4.807

Apartment Signs	
Maximum Height	Ten feet
Maximum Size	35 square feet

General Business/Institution Signs	
Maximum Height	12 feet
Maximum Size	90 square feet

Identification Signs	
Maximum Height	12 feet
Maximum Size	125 square feet

Multipurpose Signs	
Maximum Height	15 feet
Maximum Size	225 square feet
Maximum Size of Copy Area	Identification - 50 square feet
	Directory* - 70 square feet
	Reader Board* - 30 square feet
* Any combination of directory and reader board is permitted if it does not exceed 100 square feet.	

For freestanding signs located within 150 feet of residential zoning districts, the following standards shall apply:

Apartment Signs	
Maximum Height	Six feet
Maximum Size	30 square feet

General Business/Institution Signs	
Maximum Height	Six feet
Maximum Size	50 square feet

Identification Signs	
Maximum Height	Six feet
Maximum Size	70 square feet

B-14

Multipurpose Signs	
Maximum Height	Six feet
Maximum Size	125 square feet
Maximum Size of Copy Area	Identification - 25 square feet
	Directory* - 35 square feet
	Reader Board* - 20 square feet
* Any combination of directory and reader board is permitted if it does not exceed 55 square feet. (ZC 2000-73; Ordinance No. 2000-11-22)	

Section VIII. Subsection 4.905 of Section 4.900 (Parkway Overlay District) of Article 4 (Special District Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended regarding signage, such subsection to read in its entirety as follows:

4.900 Parkway Overlay District

4.905 All freestanding apartment, general business, identification, institution, and multipurpose signs, as defined in Section 3.1600 shall be monument type.

Apartment Signs	
Maximum Height	Eight feet
Maximum Size	35 square feet

General Business/Institution Signs	
Maximum Height	Eight feet
Maximum Size	90 square feet

Identification Signs	
Maximum Height	Eight feet
Maximum Size	125 square feet

k-15

Multipurpose Signs	
Maximum Height	Eight feet
Maximum Size	225 square feet
Maximum Size of Copy Area	Identification - 50 square feet
	Directory* - 70 square feet
	Reader Board* - 30 square feet
* Any combination of directory and reader board is permitted if it does not exceed 100 square feet. (ZC 2000-73; Ordinance No. 2000-11-22)	

Section IX. Subsection 2.826 (RT – Research/Technology Center) 6. (Signage Standards) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended regarding signage, such portion of the subsection to read in its entirety as follows:

2.800 District Charts

2.826 RT - Research/Technology Center

(6) Signage Standards

All freestanding general business, identification, institution, and multipurpose signs, as defined in the Sign Ordinance (No. 91-4-12) and its subsequent updates and revisions, shall be monument type. An additional allowance of up to three feet in height may be permitted for earthen berms, stone mounds, or other landscape features if part of an approved landscape plan. Except for those signs located within 150 feet of a residential zoning district, the following standards shall apply:

General Business/Institution Signs	
Maximum Height	12 feet
Maximum Size	90 square feet

Identification Signs	
Maximum Height	12 feet
Maximum Size	125 square feet

2-16

Multipurpose Signs	
Maximum Height	15 feet
Maximum Size	225 square feet
Maximum Size of Copy Area	Identification - 50 square feet
	Directory* - 70 square feet
	Reader Board* - 30 square feet
* Any combination of directory and reader board is permitted if it does not exceed 100 square feet	

For freestanding signs located within 150 feet of a residential zoning district, the following standards shall apply:

General Business/Institution Signs	
Maximum Height	Six feet
Maximum Size	50 square feet

Identification Signs	
Maximum Height	Six feet
Maximum Size	70 square feet

Multipurpose Signs	
Maximum Height	Six feet
Maximum Size	125 square feet
Maximum Size of Copy Area	Identification - 25 square feet
	Directory* - 35 square feet
	Reader Board* - 20 square feet
* Any combination of directory and reader board is permitted if it does not exceed 55 square feet.	

All other provisions of Ordinance No. 91-4-12 and its subsequent updates and provisions shall apply. Where conflicts exist, the provisions of this ordinance shall apply.

Section X. All provisions of the ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section XI. The repeal of any ordinance or part of ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

Section XII. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

Section XIII. It is the intention of the City Council that this Ordinance, and every provision thereof, shall be considered severable and the invalidity or partial invalidity of any section, clause or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

Section XIV. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 22ND DAY OF JUNE, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee

Diane C. Wetherbee, CITY ATTORNEY

R-18



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	JK	6/18/09
Council Meeting Date:	6/22/09	Budget	KML	6/18/09
Department:	Development Business Center	Legal	W	6/18/09
Department Head	Frank F. Turner	Assistant City Manager		
Dept Signature:		Deputy City Manager		6/18/09
		City Manager		6/18/09
Agenda Coordinator (include phone #):		Sherry Jackson Ext. 7122		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN RH 15 TH CONDOS ONE, LTD. AND THE CITY OF PLANO, TEXAS FOR THE DEVELOPMENT OF 15 TH STREET VILLAGE; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS AUTHORIZED DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: '08/'09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	426,129	426,129
BALANCE	0	0	426,129	426,129
FUND(s): COMMUNITY INVESTMENT PROGRAM				
COMMENTS: This item allows the City of Plano to enter into a Development Agreement with RH 15 th Condos One, Ltd. If approved, the City of Plano will receive \$426,129 for the sale of .899 acres of land for the development of 15 th Street Village				
SUMMARY OF ITEM				
DEVELOPMENT AGREEMENT OF RESIDENTIAL CONDOMINIUM COMPLEX ON APPROXIMATELY .889 ACRES LOCATED ON 15 TH STREET BETWEEN G AND H AVENUES IN THE CITY OF PLANO, TEXAS.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
EXHIBIT "A" - DEVELOPMENT AGREEMENT				

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN RH 15TH CONDOS ONE, LTD. AND THE CITY OF PLANO, TEXAS FOR THE DEVELOPMENT OF 15TH STREET VILLAGE; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS AUTHORIZED DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed agreement for development of 15th Street Village between RH 15th Condos One, Ltd. and the City of Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or, in his absence, an Executive Director, shall be authorized to execute it on behalf of the City of Plano.

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

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

Section II. The City Manager or his authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

Section III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the ____ day of _____, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

1-2

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PLANO,
 TEXAS AND RH 15th CONDOS ONE, LTD FOR THE
 DEVELOPMENT OF 15TH STREET VILLAGE**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the City of Plano, a Texas municipal corporation of Collin County, Texas (the "City"), acting by and through its duly authorized officers, and RH 15th Condos One, Ltd, a Texas limited partnership ("Developer");

RECITALS:

WHEREAS, the City is authorized pursuant to the law of Texas and its Home Rule Charter to enter into agreements with persons or entities intending to undertake any development on real property for the purposes of providing supporting public facilities and services;

WHEREAS, Developer desires to develop a residential condominium complex on approximately .889 acres located on 15th Street between G and H Avenues in the City of Plano, Texas which is owned by the City of Plano (the "Property") and consists of 0.239 acres (Tract 1) and 0.650 acres (Tract 2) and as shown in Exhibit "A" attached hereto;

WHEREAS, Developer will develop the Property in substantial compliance with a preliminary project design and concept plan prepared by Developer attached hereto as Exhibit "B" (which design and concept plan, together with all additions, changes and amendments thereto approved by Developer and the City, is referred to in this Agreement as the "Plan") ;

WHEREAS, Developer has completed the construction of forty-four (44) or more dwelling units on adjoining property together with a pool and community center;

WHEREAS, Developer intends to assign its interests in the Property to United Mortgage Trust, or a wholly-owned subsidiary of United Mortgage Trust in the future as determined by United Mortgage Trust (UMT or a wholly-owned subsidiary of UMT are referred to herein collectively as "UMT");;

WHEREAS, Developer's proposed development is located in Tax Increment Financing District No. 2 and is in keeping with the intent of that reinvestment zone to promote sound growth;

WHEREAS, Developer's proposed development is consistent with the goals and objectives as set forth in *Downtown Plano, A Vision and Strategy for Creating a Transit Village* which was adopted by the City Council by Resolution No. 99-5-14, dated May 10, 1999,

WHEREAS, the development of the Property in accordance with the Plan by Developer will contribute important direct and indirect economic and social benefits to the City including, but not limited to, the creation of a residential development in close proximity to the DART railway station, and

WHEREAS, it is essential to the City's public health, safety and general welfare to assure that the development of the Property is supported by adequate levels of public facilities and services.

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

SECTION 1. OBLIGATIONS OF THE PARTIES

A. Developer agrees to purchase the Property "As Is" from the City for Eleven Dollars (\$11.00) per square foot, for a total amount of approximately Four Hundred and Twenty Six Thousand One Hundred and Twenty Nine Dollars (\$426,129.00). If closing on the Property does not occur within 120 days of the date of this Agreement, this Agreement shall become null and void. City shall provide a Special Warranty Deed (**Exhibit "C"**) in a form acceptable to Developer. Additional terms of the sale shall be included in a Real Estate Contract (the "Contract") (**Exhibit "D"**) to be executed concurrently with execution of this Agreement. The date that Developer becomes owner of record of the Property is the "Acquisition Date" for purposes of this Agreement.

B. Developer will commence development of the Property in accordance with the Plan as shown on **Exhibit "B"** no later than January 1, 2011 and complete construction of at least one building in accordance with the Plan no later than January 1, 2013. The Plan shall consist of four (4) residential buildings, including the existing building as shown on **Exhibit "B"**. Each building will have not less than three (3) residential floors and not less than 20 residential units. The quality of construction and the cost of construction per square foot of occupied space shall be comparable or superior to that of the existing building. The property may not be developed for any other purpose than specified by the approved Plan, or an amended Plan approved by the City.

C. The City will reimburse the Developer's actual cost for any public infrastructure improvements (hereinafter "Improvements") made on or adjacent to the Property described in **Exhibit "A" and dedicated to the Seller** in an amount not to exceed **One Hundred Thousand and No/100 Dollars (\$100,000.00)** of which the prior developer (Richard Howe) has already received Ninety-Two Thousand Five Hundred and Seventy-Nine and 50/100 Dollars

1-4

(\$92,579.50). These Improvements shall be constructed within eighteen months of commencement of the development as determined in Section 1 B above. Plans and Specifications for the Improvements shall be subject to review and approval by the City Engineer. The Developer shall receive reimbursement for the full cost of these Improvements from Tax Increment Financing funds generated from anywhere within Tax Increment Financing Reinvestment Zone No. 2.

D. Within eighteen months of commencement of the construction of new residential units on or adjacent to the Property, Developer shall construct fifteen (15) head-in parking spaces on the Property along the west side of Avenue H. Upon completion and acceptance of all work, City will reimburse Developer for one-half the cost of these spaces in an amount not to exceed Fifteen **Thousand and No/100 Dollars (\$15,000.00)**. Developer shall also construct up to ten parking spaces on city-owned land immediately adjacent to the Property and City will reimburse Developer for the reasonable and actual cost of constructing these spaces up to but not exceeding Two Thousand Dollars (\$2,000.00) per space unless otherwise approved by the City.

E. The City shall reimburse the Developer for development fees collected by the City as specified below and associated with the construction of multi-family buildings when Developer sells to third party buyers fifty-one percent (51%) of the units in each of the multi-family buildings located on the Property. Said development fees shall be paid on a building-by-building basis so that the sale of fifty-one percent (51%) of the units in any one building to third party buyers shall entitle the Developer to receive reimbursement of the development fees associated with that particular building.

Board of Adjustment Application Fee
 Building Permit Fee
 Demolition Fee
 Electrical Permit Fee
 Electronic Meter Reader Fee
 Fire Plan Review Fee
 Foundation Repair Fee
 Impact Fee
 Mechanical Permit Fee
 Park Impact Fee
 Permit Renewal Fee
 Plan Review Fee
 Plumbing Permit Fee
 Re-roofing Fee
 Sanitary Sewer Connection Fee
 Structure Moving Fee
 Water Meter Fee

F. The \$92,579.50 previously paid to Richard Howe or his assigns prior to June 11, 2007 under an Option Agreement for the Property which expired on October 1, 2006 shall be

deducted from the amounts due to Developer under Section 1(C) of this Agreement, as further described in that Section.

G. Developer shall be responsible for the design and construction of all Public Improvements in substantial conformity to the Plan, subject to all necessary City regulatory approvals, and for supervision and management of construction of the Public Improvements. The term "Public Improvements" (as that term is used in this Agreement) shall include all of the proposed storm sewer, drainage, utility, paving, lighting and other improvements, both on-site and off-site.

H. All common areas, open spaces and landscaping improvements on the Property and all landscaping improvements on the Property in areas abutting public rights-of-way along the perimeter of the Property, shall be the responsibility of Developer. Maintenance of all hardscape and landscaping in public property (15th Street and H Avenue) adjacent to the Property shall be the responsibility of the City.

SECTION 2. DESIGN AND CONSTRUCTION PROCUREMENT

A. Design management for the Public Improvements and the development of the Property will be provided by such party as shall be mutually agreed to by the City and Developer.

B. Procurement of construction for the Public Improvements must be in accordance with the following provisions:

1. All plans and specifications for the Public Improvements shall be submitted to the City Engineer for review and approval. All plans and specifications shall comply with the standards and requirements for similar developments located in the city, unless otherwise approved by the City for this project.

2. Developer shall use its best efforts to insure that the Public Improvements are completed in a timely manner in accordance with the construction contract documents, plans and specifications.

3. Any construction contract for the construction of the Public Improvements shall specify that the contractor shall look solely to Developer concerning any claim under the contract. For each such construction contract Developer shall acquire and maintain or require its general contractor to acquire and maintain, during any period for which the development of the Property is under construction, comprehensive general liability insurance in the amount of the construction contract or \$1,000,000, whichever is greater. Such insurance shall cover any and all claims which might arise out of the construction contract, whether by the contractor, a subcontractor, materialman or otherwise. All such insurance shall: (a) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas, and (b) name Developer and City as an additional insured. Certified copies of all of such policies shall be delivered to the City upon the execution of a construction contract;

1-6

provided, however, that the City, in its sole discretion and in lieu of certified copies of such policies, may permit the delivery of certificates of insurance together with the declaration page of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, Developer and City shall receive written notice of such cancellation, non-renewal or modification.

4. The construction contract shall require, among other things, that the contractor provide performance and payment bonds in a form acceptable to the City.

5. In accordance with the City's Subdivision Ordinance, Article 5.10c as amended, all electric utility lines and wires, terminals and other facilities and equipment shall be constructed, placed or located underground.

SECTION 3. **FORCE MAJEURE**

It is expressly understood and agreed by the parties to this Agreement that if the substantial completion of the construction of any development of the Property and the Public Improvements contemplated hereunder is delayed by reason by war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, delays caused by the franchise utilities, fire or other casualty, court injunction, necessary condemnation proceedings, or acts of the other party, its affiliates/related entities and/or their contractors, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

SECTION 4. **TERM**

The term of this Agreement shall begin on the date of execution, and end upon the complete performance of all obligations and conditions precedent by parties to this Agreement; provided, however, that the obligations of the City to pay Developer for unpaid Public Improvement costs pursuant to Section 2.A of this Agreement which accrued during the term of this Agreement, but which is not paid prior to the expiration of the term of this Agreement, shall survive.

SECTION 5. **INDEMNITY**

Developer agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought that may arise out of or be occasioned by Developer's breach of any of the terms or provisions of this Agreement, or by any grossly negligent act or omission of Developer, its officers, agents, associates, employees or subconsultants, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting

from the sole negligence of the City, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both Developer and the City, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

SECTION 6. AUTHORITY OF DEVELOPER

Developer represents and warrants to the City that Developer is duly formed, validly existing and in good standing under the laws of the State of Texas. Developer has full power, authority and legal right to execute and deliver this Agreement. This Agreement constitutes a legal, valid, and binding obligation of Developer and the City, enforceable in accordance with its terms.

SECTION 7. EVENTS OF DEFAULT

A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement, or if the representation provided for in Section 6 is not true or correct. A party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default by the defaulting party, or, with the giving of notice or passage of time, or both, would constitute a default by the defaulting party under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.

SECTION 8. REMEDIES AVAILABLE TO THE CITY

If a default shall occur and continue, after thirty (30) days' written notice to cure default, City may, at its option, terminate this Agreement or pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law, without the necessity of further notice to or demand upon Developer; provided, however, that if Developer shall within such thirty (30) day period commence action to cure such default but is unable, by reason of the nature of the performance required, to cure the default within such period, and if Developer continues such action thereafter diligently and without unnecessary delays, Developer shall not be in default hereunder until the expiration of a period of time as may be reasonably necessary to cure such failure, provided further, however, that in any event Developer shall be in default hereunder if such failure is not cured on or before ninety (90) days after receipt by Developer of the above-described written notice of default and demand for performance. In the event of any termination of this Agreement due to any such default, Developer will remain entitled to recover from the City any funds for Public Improvements earned through the date of termination.

1-8

Notwithstanding the above, in the event Developer does not commence construction of the development identified in Exhibit "B" by January 1, 2011, the City shall have the right, for a period of 180 days, to repurchase the Property at Developer's original purchase price, which remedy the City shall be entitled to exercise by written notice to Developer. In the event of repurchase, all costs of closing shall be the responsibility of Developer. Notwithstanding the foregoing provisions of this Section 8, with the exception of the right of repurchase, City agrees to cooperate with the Developer's lender(s) and to execute and deliver to such lender(s), an agreement providing for the subordination of City's option to the lien of the Developer's lender(s) on the Property, if such subordination is required by the Developer's lender(s). The terms and conditions of such agreement shall be mutually satisfactory to the City, Developer and Developer's lender(s).

SECTION 9. VENUE AND GOVERNING LAW

This Agreement is performable in Collin County, Texas and venue of any action arising out of this Agreement shall be exclusively in Collin County, Texas. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

SECTION 10. NOTICES

Any notice required by this Agreement shall be deemed to be properly served if deposited in the U.S. mails by certified letter, return receipt requested, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

If intended for City, to:

City of Plano, Texas
Attention: City Manager
1520 Avenue K
P. O. Box 860358
Plano, Texas 75086-0358

If intended for Developer, to:

RH 15th Condos One Ltd
Attention: David Hanson
1301 Municipal Way
Suite 200
Grapevine, Texas 76051

SECTION 11. GIFT TO PUBLIC SERVANT

A. City may terminate this Agreement immediately if Developer has offered, conferred, or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

B. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is

interested, but does not include a contribution or expenditure made and reported in accordance with law.

C . Notwithstanding any other legal remedies, City may require Developer to remove any employee of Developer from the development of the Public Improvements who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made to Developer as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

SECTION 12. AFFIDAVIT OF NO PROHIBITED INTEREST

Contractor acknowledges and represents it is aware of all applicable laws, the City Charter, and the City Code of Conduct regarding prohibited interests, and that the existence of a prohibited interest at any time will render the Contract voidable. At the time of signing this Agreement, a representative of Contractor shall execute the Affidavit of No Prohibited Interest, attached and incorporated herein as **Exhibit "E"**.

SECTION 13. APPLICABLE LAWS

This Agreement is made subject to the provisions of the Charter and ordinances of City, as amended, and all applicable State and federal laws.

SECTION 14. LEGAL CONSTRUCTION

In case 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 provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

SECTION 15. COUNTERPARTS

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

SECTION 16. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

SECTION 17. SUCCESSORS AND ASSIGNS

A. The terms and conditions of this Agreement and the Contract are binding upon the successors and assigns of all parties hereto. Provided, however, this Agreement and the Contract shall not be assigned without the prior consent of the Plano City Council, which approval shall not be unreasonably withheld.

B. An assignment or delegation of this Agreement and the Contract to UMT or any other Affiliate of Developer shall not require City Council approval and shall not result in a breach of the Agreement or the Contract if UMT or the Affiliate of Developer expressly assumes all of the obligations of Developer under this Agreement and the Contract for the balance of the term of this Agreement and provides evidence establishing the relationship between Developer and UMT or such Affiliate. Developer shall notify the City in writing, however, within 30 days of such assignment. "Affiliates", as used herein, includes any parent, sister, partner, joint venturer, equity investor or subsidiary entity of Developer or UMT; or any entity in which the Developer or UMT is a major shareholder, owns an equity interest or is a joint venturer or partner (whether general or limited).

SECTION 18. ENTIRE AGREEMENT

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

SECTION 19. INCORPORATION OF RECITALS

The recitals set forth herein are intended, and are hereby deemed to be a part of this Agreement.

EXECUTED on the _____ day of _____, 2009, by City, signing by and through its City Manager, duly authorized to execute same by Resolution No. _____ (R) approved by the City Council on June 22, 2009, acting through its duly authorized officials.

CITY OF PLANO, TEXAS, a home rule municipal corporation

By: _____
Thomas H. Muehlenbeck, City Manager

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

1-11

RH 15TH CONDOS ONE, LTD, a Texas limited partnership

By: _____
Name: _____
Title: _____

1-12

LIST OF EXHIBITS

EXHIBIT A	Property Legal Description
EXHIBIT B	Design and Concept Plan
EXHIBIT C	Special Warranty Deed
EXHIBIT D	Real Estate Contract
EXHIBIT E	Affidavit of No Prohibited Interest

1-13

EXHIBIT "A"

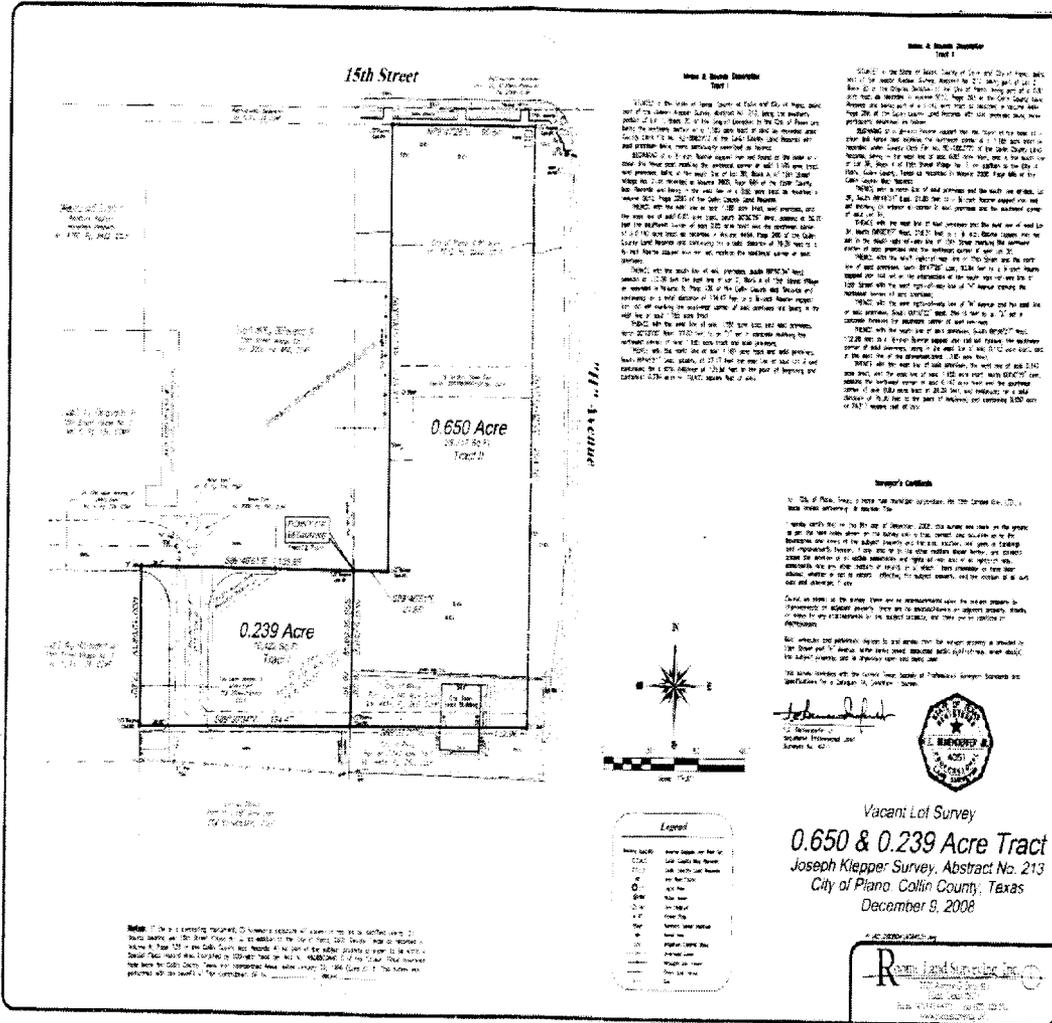


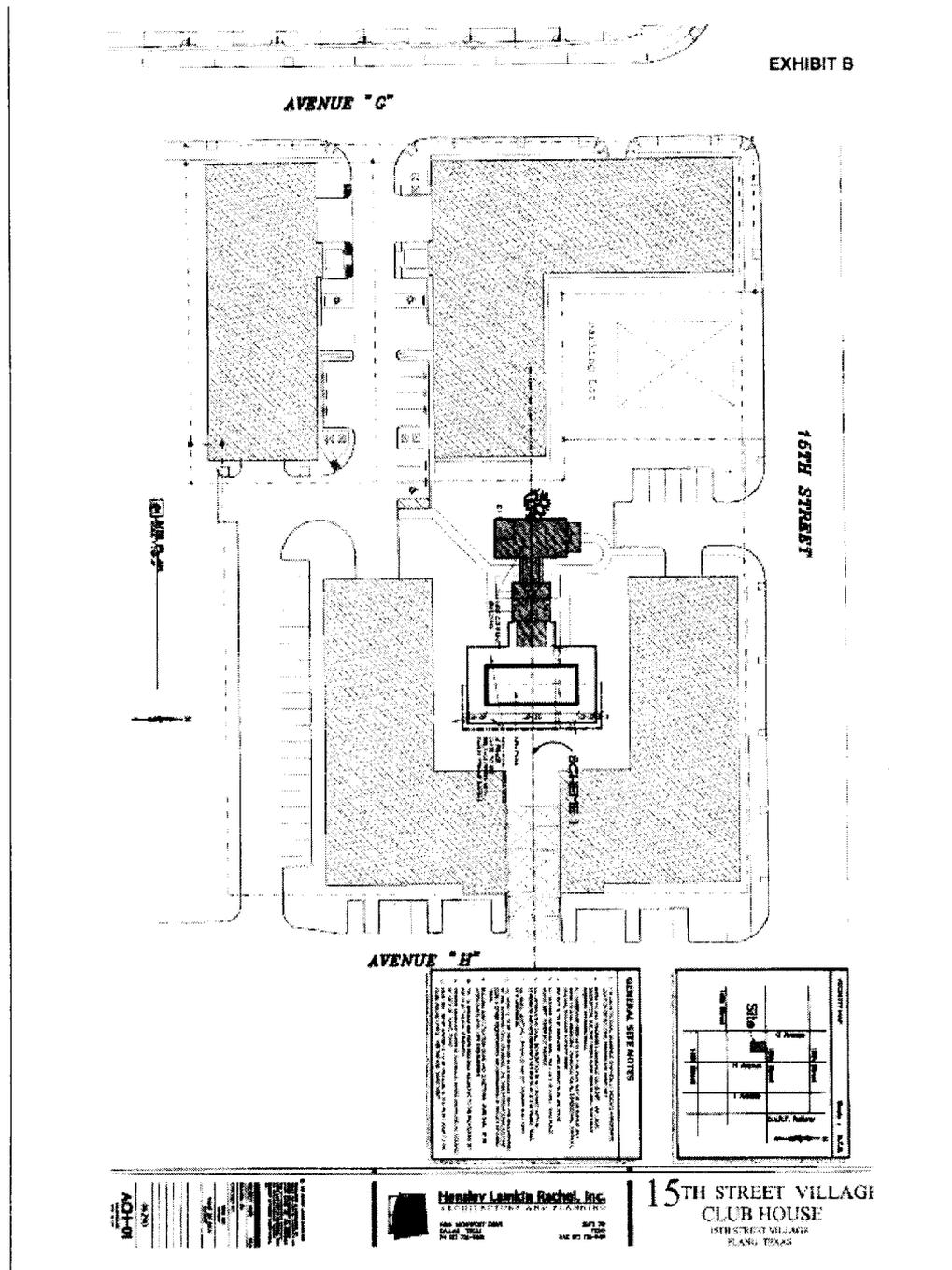
EXHIBIT "A"

DEVELOPMENT AGREEMENT

C:\Documents and Settings\lynnnej\Local Settings\Temporary Internet Files\Content.Outlook\MEM0DBA\VRH 15th St Development Agreement.DOC

1-14

EXHIBIT "B"



1-15

Plano, Texas 75086-0358
Attention: Diane Zucco, City Secretary

EXECUTED this _____ day of _____, 20_____.

CITY OF PLANO, TEXAS
a home rule municipal corporation

By: _____

Thomas H. Muehlenbeck
City Manager
P. O. Box 860358
Plano, TX 76086-0358

APPROVED AS TO FORM:

Diane Wetherbee, City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 20_____, by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, Texas, a home rule municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

After Recording Please Return To:
City Attorney's Office
City of Plano, Texas
P. O. Box 860358
Plano, TX 75086-0358

1-17

EXHIBIT "A"
The Property

1-18

EXHIBIT "B"
The Permitted Exceptions

1-19

EXHIBIT "D"

REAL ESTATE CONTRACT

THIS CONTRACT is entered into as of the effective date as hereinafter defined by and between _____ and wife, _____ (collectively the "Seller"), and **CITY OF PLANO, TEXAS**, a home rule municipal corporation (the "Purchaser").

WHEREAS, the Purchaser desires to purchase and the Seller desires to sell to Purchaser a _____ acre tract of land in fee simple as more particularly described in Exhibit "A" attached hereto and made a part hereof by reference and being herein referred to as the "Property."

WHEREAS, Seller and Purchaser have entered into this Contract to provide for the terms and conditions of the sale and purchase of the Property.

NOW, THEREFORE, in consideration of the premises and for the further consideration of the terms, provisions, and conditions hereinafter set forth, Seller and Purchaser have agreed as follows:

1. Agreement to Convey

For the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth, Seller has agreed and does hereby agree to sell, grant and convey to the Purchaser the Property and Purchaser has agreed and does hereby agree to purchase the Property from the Seller. The Property shall be conveyed to Purchaser together with all and singular the rights and appurtenances pertaining to such Property including, but not limited to, any right, title and interest of Seller in and to easements, adjacent streets, alleys and rights-of-way and together with all improvements, fixtures and buildings located, constructed, or placed thereon. All references in this Contract to the term "Property" shall include all right, title and interest of Seller to easements, streets, alleys, rights-of-way, improvements, fixtures, and buildings as set forth above.

2. Purchase Price

The purchase price ("Purchase Price") to be paid for the Property shall be - _____ **DOLLARS (\$_____)**.

1-20

3. Title Commitment

Purchaser, at its sole cost and expense, shall obtain a current commitment or commitments for title insurance (the "Title Commitment") covering the Property and issued by a title company (the "Title Company") selected by Purchaser.

4. Representations and Warranties of Seller

(a) At Closing, Seller shall have good and indefeasible fee simple title to the Property, free and clear of all mortgages, liens, covenants, conditions, restrictions, rights-of-way, easements, judgments or other matters affecting title except easements, licenses or rights-of-way for public or private utilities or gas lines noted in the Permitted Exceptions.

(b) At Closing there will be no parties in possession of any portion of the Property as lessees, tenants at sufferance or trespassers, and no prescriptive rights will have been acquired in, or have commenced to run against the Property or any portion thereof.

(c) To the best knowledge and belief of Seller, there is no litigation or similar proceeding pending against the Property and no litigation or similar proceeding is threatened or contemplated that would affect the Property or any portion thereof other than the lawsuit referenced above.

(d) At Closing, no person, firm, partnership, corporation or other entity shall have any right or option to purchase, lease, occupy or use the Property or any part thereof.

(e) At Closing, the consummation of the transactions contemplated herein will not violate or constitute a default under any provision of any contract, agreement, regulation, court order, judgment, decree, law or other document or instrument to which Seller is subject or bound and will not violate any other restrictions or prohibition of any kind or character to which Seller is subject.

(f) Seller is duly authorized and empowered to enter into this Contract and to consummate the transactions contemplated hereunder, and any person executing this Contract on behalf of Seller is duly authorized and empowered to do so.

The representations and warranties set forth above shall be continuing and shall be true and correct at Closing with the same force and effect as if made at that time, and all such representations and warranties shall survive Closing.

5. Acknowledgments, Covenants and Agreements of Seller

Seller acknowledges, covenants and agrees with Purchaser as follows:

(a) Purchaser and its agents and representatives shall have full access to the Property at all times prior to the Closing.

(b) No new or additional improvements will be constructed, located or placed on the Property.

(c) To the best of Seller's knowledge and belief, the Property does not include any personal property.

(d) During the pendency of this Contract, Seller shall not (without the prior written consent of Purchaser) create, impose or agree to any mortgages, liens, encumbrances, leases, tenancies, licenses, security interests, covenants, conditions, restrictions, rights-of-way, easements, judgments or other matters affecting title to the Property.

(e) This Contract constitutes a full and final settlement for all compensation due Seller for the Property.

(f) The covenants in this Section 5 shall survive Closing.

6. The Closing

The closing of this Contract pertaining to the Property shall be consummated at a closing (the "Closing") to be held at the office of the Title Company on or before thirty (30) days after the effective date of this Contract, or at such other time, date and place that the parties may agree upon. At the Closing, Seller agrees to deliver to Purchaser:

(a) A Special Warranty Deed (the "Deed") substantially the same as the form attached hereto as Exhibit "B" duly executed by Seller and properly acknowledged, in form for recording, conveying good, indefeasible title in the Property to Purchaser, subject only to those items permitted by paragraph 4(a) of this Contract; and

(b) All releases or other documents or instruments (all in recordable form) necessary to convey clear title as set forth above to the Property as required by paragraph 4(a) of this Contract, including the refilling of the vesting deeds into Seller that are necessary to establish clear title; and

1-22

(c) Such other documents and instruments as may be necessary to evidence the authority of Seller to convey title to the Property; and

(d) At the Closing, the attorneys for the Seller and Purchaser, on behalf of the parties hereto, will execute an Agreed Motion to Dismiss and approve an Order of Dismissal and said Agreed Motion and Order will be filed with the Court in the lawsuit referenced above simultaneously with the filing of the Special Warranty Deed in the Collin County Land Records.

7. Closing Costs and Proration

Costs of title insurance for the Property, escrow fees of the Title Company, costs of recording any documents in connection with the Closing of the Property shall be paid by Purchaser. All other expenses incurred by Seller and Purchaser with respect to the Closing, including, but not limited to, attorneys' fees incurred in connection with this Contract, shall be borne and paid exclusively by the party incurring same. Ad valorem taxes for the year of closing shall be prorated as of the Closing in accordance with Section 26.11 of the Texas Tax Code. All delinquent ad valorem taxes, if any, shall be paid by Seller.

8. Default

(a) Seller's Default. In the event Seller should fail to consummate this Contract for any reason except Purchaser's default, Purchaser may, at its option, either enforce specific performance of this Contract or terminate this Contract as its sole and exclusive remedy hereunder. If Seller is unable to deliver title as required by this Contract, Purchaser shall have the right to take the Property with whatever title Seller can deliver.

(b) Purchaser's Default. In the event Purchaser shall fail to consummate this Contract for any reason except Seller's default, Seller may, at its option and as its sole and exclusive remedy, either enforce specific performance of this Contract or terminate this Contract by giving written notice thereof to Purchaser. Seller's remedy set forth in this Paragraph 8(b) is exclusive.

9. Right to Possession

Purchaser shall be entitled to possession of the Property at Closing.

10. Nonwaiver

1-23

No waiver by either party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the party against which enforcement is sought. No delay or omission in the exercise of any right or remedy accruing to either party upon any breach of this Contract by the other party shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by either party of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other or subsequent breach of the same or any other term, covenant or condition herein contained.

11. Miscellaneous Provisions

(a) This Contract (including the exhibits attached hereto) embodies the complete and entire agreement between the parties hereto relative to the Property and supersedes all prior negotiations, agreements and understanding relating thereto and may not be varied except by written agreement of such parties.

(b) The parties, in executing this Contract, agree that the consummation thereof shall fully and completely settle, release and forever discharge all claims, debts, demands, actions, causes of action, lawsuits, claims for sums of money, claims for attorney's fees, court costs or costs of any nature, claims for pre-judgment or post-judgment interest, claims for any and all pecuniary or non-pecuniary losses or damages, claims for punitive or exemplary damages, claims for damages of any nature, and any and all other demands or claims of any nature whatsoever, both at law and in equity, statutory or otherwise, whether known or unknown, that the parties have or may hereafter have against each other arising from the lawsuit referenced above.

(c) This Contract shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, heirs, representatives, administrators and assigns.

(d) This Contract shall be construed under and in accordance with the laws of the State of Texas and is fully performable in Collin County, Texas.

(e) In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(f) Any notice to be given or to be served upon any party hereto in connection with this Contract must be in writing and may be given by Certified or Registered Mail and shall be deemed to have been given and received when a Certified or Registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail, and if given otherwise than by Certified or Registered Mail, it

shall be deemed to have been given when delivered to and received by the party (or such party's agents or representatives) to whom it is addressed. Such notice shall be given to the parties hereto at the address set forth under their respective signatures below. Any party hereto may, at any time by giving two (2) days' written notice to the other parties hereto, designate any other address in substitution of the foregoing address to which such notice shall be given.

(g) This Contract may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(h) The headings used throughout this Contract have been used for administrative convenience only and do not constitute matter to be considered in interpreting this Contract.

(i) Purchaser represents and warrants unto Seller that Purchaser has full power and authority to enter into and consummate this Contract.

(j) The effective date of this Contract shall be the last date of signature of any party set forth below.

(k) Seller and Purchaser each represent to the other that there have been no brokers or real estate commissions incurred as a result of this transaction.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates shown below their respective signatures.

SELLER:

Date: _____

Name

Date: _____

Name

Plano, Texas _____

1-25

PURCHASER:

CITY OF PLANO, TEXAS, a Home Rule

Municipal Corporation

By: _____

THOMAS H. MUEHLENBECK

City Manager

1520 Avenue K

P .O. Box 860358

Plano, TX 75086-0358

Date: _____

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

1-26

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009 by _____.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009 by _____.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

1-27

EXHIBIT "A"
The Property

[Insert Metes and Bounds Description]

1-28

EXHIBIT "B"
The Special Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ and wife, _____, whether one or more, hereinafter called "Grantor," for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration to Grantor in hand paid by the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, express or implied, does by these presents GRANT, SELL, and CONVEY unto the Grantee all of that certain tract or parcel of land situated in the City of Plano, Collin County, Texas, as more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all improvements situated thereon and with all and singular the rights and appurtenances thereto and any and all right, title and interest of Grantor in and to any adjacent streets, alleys or rights-of-way (hereinafter collectively called the "Property").

The Property is conveyed by Grantor and accepted by Grantee subject to those items described in Exhibit "B" attached hereto and made a part hereof by reference for all purposes (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging unto said Grantee, its successors and assigns, forever. Grantor does hereby bind Grantor and Grantor's heirs, administrators, executors, successors and assigns, to warrant and forever defend, all and singular the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

1-29

The mailing address of the Grantee is:

City of Plano
P.O. Box 860358
Plano, Texas 75086-0358
Attention: Elaine Bealke, City Secretary

EXECUTED this _____ day of _____, 2009.

Name

Name

Address: _____

1-30

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by _____.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009, by _____.

Notary Public, State of Texas

After Recording Please Return To:
City Attorney's Office
City of Plano, Texas
P. O. Box 860358
Plano, TX 75086-0358

EXHIBIT "A"
The Property

[Insert Metes and Bounds Description]

1-32

EXHIBIT "B"
Permitted Exceptions

[Insert Permitted Exceptions from Title Commitment]

1-33

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of _____ (herein "Contractor") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor

By: _____
Signature

Print Name

Title

Date

STATE OF _____ §

COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 200__.

Notary Public, State of _____

1-34



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>Doc</i>	6-12-09
Council Meeting Date: 06/22/2009		Budget	C.S.	6-12-09
Department:	Police Department	Legal	<i>JAD</i>	6-12-09
Department Head	Gregory W. Rushin	Assistant City Manager		
Dept Signature:	<i>Gregory W. Rushin</i>	Deputy City Manager	<i>[Signature]</i>	6/15/09
		City Manager	<i>[Signature]</i>	6/15/09
Agenda Coordinator (include phone #): Pam Haines, ext 2538				

ACTION REQUESTED: ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER PUBLIC HEARING

CAPTION

A PUBLIC HEARING AND RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS, THE CITY OF FRISCO, TEXAS, THE CITY OF MCKINNEY, TEXAS AND THE COUNTY OF COLLIN, TEXAS FOR THE DISBURSEMENT OF THE 2009 BYRNE JUSTICE ASSISTANCE GRANT FUNDS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS AUTHORIZED DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2008-09, 2009-10, 2010-11, 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	55,047	0	55,047
BALANCE	0	55,047	0	55,047

FUND(S): **POLICE GRANT FUND**

COMMENTS: The grant contract, if approved, provides total funding in the amount of \$124,616 and approves an interlocal cooperation agreement between the City of Plano, the City of Frisco, the City of McKinney, and the Collin County Sheriff's Office for the disbursement of the 2009 Byrne Justice Assistance Grant (JAG), for the purpose of purchasing equipment resources for their respective departments. The resolution and grant agreement establishes the City of Plano as fiscal agent for the disbursement of funds to the City of Frisco, \$6,739; City of McKinney, \$19,215; and the Collin County Sheriff's Office, \$43,615; leaving the City of Plano Police Department, \$55,047 of the awarded funds. The effective grant period will be for four years from the grant's effective date.

STRATEGIC PLAN GOAL: Acceptance and administration of Federal Grant Funds relates to the City's Goal of "Service Excellence".



**CITY OF PLANO
COUNCIL AGENDA ITEM**

SUMMARY OF ITEM

The United States Department of Justice, pursuant to the amendments made by Section 201 of H.R. 3036 of the 108th Congress, as passed by the House of Representatives on March 30, 2004, has offered the City of Plano, the City of Frisco, City of McKinney and Collin County Sheriff's Office a grant totaling \$124,616 for the purpose of purchasing equipment resources for their respective departments. The City of Plano being the fiscal agent will disburse to the City of Frisco \$6,739 the City of McKinney \$19,215, and the Collin County Sheriff's Office \$43,615 from the total amount awarded, leaving the City of Plano Police Department \$55,047 of the awarded funds. The effective grant period will be for four years from the grant's effective date.

List of Supporting Documents:

Resolution, Exhibits A & B, Memo

Other Departments, Boards, Commissions or Agencies



P.O. Box 860358
Plano, Texas 75086-0358
972-941-7000
Fax. No. 972-941-0099

MEMORANDUM

DATE: June 10, 2009

TO: Bruce D. Glasscock, Deputy City Manager

FROM: Gregory W. Rushin, Chief of Police

SUBJECT: 2009 Byrne Justice Assistance Grant

On June 22, 2009 the City Council will be asked to adopt a resolution authorizing the City of Plano to participate in, and receive funding through, the 2009 Byrne Justice Assistance Grant program. The grant will provide the Plano Police Department, Frisco Police Department, McKinney Police Department and Collin County Sheriff's Office with \$124,616.00 to be used towards the purchase of necessary equipment for Police resources.

This grant was established under the authority of Public Law 109-162 (Jan 5, 2006) Title XI – Department of Justice Reauthorization, Subtitle B – Improving the Department of Justice's Grant Programs, Chapter 1 – Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111., Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program, and authorizes you to execute any and all documents necessary to effectuate the action taken.

Prior to the awarding of the funds, the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance requires, as a part of the application process, the jurisdiction receiving the funds hold at least one public hearing regarding the proposed use of funds. Plano Police Department's portion of \$55,047 will be used to purchase an audio/video forensic recovery system for the Criminal Investigative Services Division. The public hearing scheduled for the June 22, 2009 Council Meeting is to meet these requirements and consider the disbursement of these grant funds.

The Plano Police Department has been designated as the fiscal agent for these funds and equitable sharing has been determined to be Frisco Police Department \$6,739, McKinney Police Department \$19,215, Plano Police Department \$55,047 and Collin County Sheriff's Office \$43,615.

This is the fifth grant offered through the Byrne Justice Assistance Grant since the merger of the Byrne Grant Program and Local Law Enforcement Block Grant (LLEBG).

There is no cash match for this grant.

GWR/ph

2-3

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS, THE CITY OF FRISCO, TEXAS, THE CITY OF MCKINNEY, TEXAS, AND THE COUNTY OF COLLIN, TEXAS FOR THE DISBURSEMENT OF THE 2009 BYRNE JUSTICE ASSISTANCE GRANT FUNDS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS AUTHORIZED DESIGNEE; 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 of Plano, the City of Frisco, the City of McKinney, and Collin County have previously agreed that Plano Police Department would serve as Fiscal Agent for the JAG Grant (see attached "Exhibit A"): and

WHEREAS, the funds are ready to be disbursed pursuant to the attached Interlocal Agreement, which is the subject of this resolution. (see attached "Exhibit B"): and

WHEREAS, this Agreement is made under the authority of Public Law 109-162 (Jan 5, 2006) Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program: 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 performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the City of Plano, the City of Frisco, the City of McKinney, and Collin County believe it to be in their best interests to reallocate the JAG funds.

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved.

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

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager or his authorized designee, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

Section III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the _____ day of _____, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

2-5

GMS APPLICATION NO. 2009-G9343-TX-DJ

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COLLIN COUNTY SHERIFF'S OFFICE, THE
CITY OF MCKINNEY, THE CITY OF FRISCO AND THE CITY OF
PLANO, TEXAS REGARDING THE 2009 BYRNE JUSTICE
ASSISTANCE GRANT (JAG) PROGRAM**

This Memorandum of Understanding sets forth the agreement by and between the Collin County Sheriff's Office, the City of McKinney, the City of Frisco and the City of Plano, Texas regarding the application process of the 2009 Byrne Justice Assistance Grant (JAG) Program Award.

The City of Plano agrees to be the applicant/fiscal agent of the 2009 Byrne Justice Assistance Grant (JAG) Program.

The funds for this grant will be distributed as follows:

Frisco Police Department	\$6,739.00
McKinney Police Department	\$19,215.00
Plano Police Department	\$55,047.00
Collin County Sheriff's Office	\$43,615.00
Total funds from the JAG	\$124,616.00

The Collin County Sheriff's Office, the City of McKinney, the City of Frisco and the City of Plano, Texas agree to enter into an agreement setting forth the terms and conditions regarding the administration of the 2009 Justice Assistance Grant (JAG) Program Award.

COLLIN COUNTY SHERIFF'S OFFICE

By: _____
Terry Box
Sheriff

CITY OF PLANO, TEXAS

By: _____
Thomas H. Muehlenbeck
City Manager

By: _____
Gregory W. Rushin
Chief of Police

APPROVED AS TO FORM

Diane C. Wetherbee
City Attorney

CITY OF MCKINNEY, TEXAS

By: _____
Frank Ragan
City Manager

By: _____
Doug Kowalski
Chief of Police

CITY OF FRISCO, TEXAS

By: _____
George Purfoy
City Manager

By: _____
Todd Renshaw
Chief of Police

GMS APPLICATION NUMBER 2009-G9343-TX-DJ

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF PLANO TEXAS , CITY OF FRISCO, CITY OF MCKINNEY,
AND THE COLLIN COUNTY SHERIFF'S OFFICE OF COLLIN TEXAS FOR THE
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FORMULA
AWARD**

This Agreement is made and entered into this ____ day of _____, 2009, by and between the City of Plano, acting by and through its governing body, the City Council, hereinafter referred to as City of Plano; the City of Frisco, acting by and through its governing body, the City Council, hereinafter referred to as City of Frisco; the City of McKinney, acting by and through its governing body, the City Council, hereinafter referred to as City of McKinney; and the Collin County Sheriff's Office, hereinafter referred to as CCSO, collectively (the "Parties" or each "Party").

WHEREAS, the Parties have previously agreed that Plano Police Department would serve as Fiscal Agent for the Edward Byrne Memorial Justice Assistance Grant Formula Award, (hereafter the "JAG Award"); and

WHEREAS, the JAG Award funds are ready to be disbursed; and

WHEREAS, this Agreement is made under the authority of Public Law 109-162 (Jan 5, 2006) Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program: and

WHEREAS, the governing body of each Party, 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, the governing body of each Party finds that the performance of this Agreement is in the best interests of the Parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the Parties believe it to be in their best interests to reallocate the JAG Award funds.

2-8

NOW THEREFORE, the Parties agree as follows:

1. City of Plano agrees to pay CCSO a total of **\$43,615.00** of the JAG Award funds which will be used by CCSO to purchase headsets for dispatchers, and digital microwave transmitter and receiver for covert operations.
2. City of Plano agrees to pay the City of Frisco a total of **\$6,739.00** of the JAG Award funds which will be used by the City of Frisco to purchase ammunition for the purpose of quarterly rifle and pistol training for officers.
3. City of Plano agrees to pay the City of McKinney a total of **\$19,215.00** of the JAG Award funds which will be used by the City of McKinney to purchase mobile printers to be used in conjunction with computers and drivers license readers in patrol vehicles.
4. City of Plano agrees to receive the remaining total of **\$55,047.00** of the JAG Award funds which will be used by the City of Plano to purchase an audio/visual forensic recovery system.
5. Nothing in the performance of this Agreement shall impose any liability for claims against any of the Parties other than claims for which liability may be imposed by the Texas Tort Claims Act.
6. Each Party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.
7. The Parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.
8. By entering into this Agreement, the Parties do not intend to create any obligations express or implied other than those set out herein.

[Remainder of Page Intentionally Left Blank]

2-9

CITY OF Plano, Texas,

By: _____
Thomas H. Muehlenbeck
City Manager

By: _____
Gregory W. Rushin
Chief of Police

COLLIN COUNTY SHERIFF'S OFFICE

By: _____
Terry Box
Collin County Sheriff

By: _____
Keith Self
Collin County Judge

CITY OF MCKINNEY, TEXAS

By: _____
Frank Ragan
City Manager

By: _____
Doug Kowalski
Chief of Police

CITY OF FRISCO, TEXAS

By: _____
George Purfoy
City Manager

By: _____
Todd Renshaw
Chief of Police

2-10



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>[Signature]</i>	6-10-09
Council Meeting Date:	06/22/2009	Budget	C.S.	6-12-09
Department:	Police Department	Legal	<i>[Signature]</i>	6-12-09
Department Head	Gregory W. Rushin	Assistant City Manager		
Dept Signature:	<i>[Signature]</i>	Deputy City Manager	<i>[Signature]</i>	6/15/09
		City Manager	<i>[Signature]</i>	6/15/09
Agenda Coordinator (include phone #): Pam Haines, ext 2538				

ACTION REQUESTED: ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER

CAPTION

A Resolution of the City Council of the City of Plano, Texas, authorizing the filing of application for federal funds in an amount not to exceed \$80,404 under the American Recovery and Reinvestment Act of 2009; Edward Byrne Memorial Justice Assistance (JAG) State Formula Program through the Criminal Justice Division of the Office of the Governor of Texas; designating Gregory W. Rushin as authorized representative of the City for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(S): GRANT FUND

COMMENTS: This item is a resolution to apply for an ARRA 2009 grant, if accepted, will provide funding of approximately \$80,404 for Police Department equipment purchases. This item has no fiscal impact until if/when the application has been approved. If approved, an additional resolution will be required for City acceptance of the grant funding.

STRATEGIC PLAN GOAL: Application for Federal Grant Funds relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

This resolution authorizes the Chief of Police to apply to the Criminal Justice Division of the Office of the Governor of Texas for the American Recovery and Reinvestment Act of 2009; Edward Byrne Memorial Justice Assistance (JAG) State Formula Program.

List of Supporting Documents: Memo	Other Departments, Boards, Commissions or Agencies
------------------------------------	--



P.O. Box 860358
Plano, Texas 75086-0358
972-941-7000
Fax. No. 972-941-0099

MEMORANDUM

DATE: June 10, 2009

TO: Bruce D. Glasscock, Deputy City Manager

FROM: Gregory W. Rushin, Chief of Police

SUBJECT: Edward Byrne Memorial Justice Assistance Grant

The Plano Police Department is in the process of making application for the Edward Byrne Memorial Justice Assistance Grant State Formula Program through the Criminal Justice Division of the Office of the Governor of Texas, under the American Recovery and Reinvestment Act of 2009. This is a competitive grant, and as a requirement of the application process, the City of Plano is required to adopt a resolution authorizing the City to file an application for the federal funds in an amount not to exceed \$80,404. If awarded, the Plano Police Department will use the funds to purchase necessary equipment for police operations.

Further, the resolution presented to the City Council for approval must also designate an authorizing official who is given the authority to apply for, accept, reject, alter, or terminate the grant, and written assurance that in the event of loss or misuse of grant funds the City of Plano will return all funds to the Criminal Justice Division.

The Plano Police Department proposes to utilize the funds for the purchase of audio/video media equipment for the Toler Community Room and three police briefing rooms. The audio/video media equipment will improve the delivery of information during pre-tour police briefings, enhance the delivery of information for roll-call training, allow for tele-briefings by patrol supervisors when they must cover a briefing out of their sector, and for presentations to staff and citizens alike utilizing the Toler Community Room.

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AUTHORIZING THE FILING OF APPLICATION FOR FEDERAL FUNDS IN AN AMOUNT NOT TO EXCEED \$80,404 UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (JAG) STATE FORMULA PROGRAM THROUGH THE CRIMINAL JUSTICE DIVISION OF THE OFFICE OF THE GOVERNOR OF TEXAS; DESIGNATING GREGORY W. RUSHIN AS AUTHORIZED REPRESENTATIVE OF THE CITY FOR THE PURPOSE OF GIVING REQUIRED ASSURANCES AND ACTING IN CONNECTION WITH SAID APPLICATION AND PROVIDING REQUIRED INFORMATION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council finds it is in the best interest of the citizens of the City of Plano, Texas that the Audio/Visual Media Equipment be operated for the FY 2009-10; and

WHEREAS, the City Council agrees that in the event of loss or misuse of the Criminal Justice Division funds the City Council assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, the City Council designates Chief of Police Gregory W. Rushin as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the application agency.

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

Section I. The submission of the grant application for the Audio/Visual Media Equipment to the Office of the Governor, Criminal Justice Division is hereby approved and Chief of Police Gregory W. Rushin is designated as the authorized official to act on behalf of the City of Plano with regard to this grant.

Section II. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED THIS ____ OF JUNE, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>DeB</i>	6-12-09	
Council Meeting Date:	06/22/09	Budget	C.S.	6-12-09	
Department:	Public Works & Engineering	Legal <i>W7</i>	<i>DW</i>	6/15/09	
Department Head:	Alan L. Upchurch	Assistant City Manager			
Dept Signature:	<i>Alan L. Upchurch</i>	Deputy City Manager	<i>RE</i>	6-15-09	
		City Manager	<i>RE</i>	6/15/09	
Agenda Coordinator (include phone #):		Irene Pegues (7198) <i>v. 90</i>	Project No. 6001		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input checked="" type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Approval of an engineering contract by and between the City of Plano and Halff Associates, Inc., in the amount of \$188,000, for Russell Creek Sewer Main Rehab - Phase I & II, and authorizing the City Manager or his authorized designee to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	1,000,000	1,000,000	2,000,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-188,000	0	-188,000
BALANCE		0	812,000	1,000,000	1,812,000
FUND(S): SEWER CIP					
COMMENTS: Funds are included in the 2008-09 Sewer CIP. This item, in the amount of \$188,000, will leave a current year balance of \$812,000 for the Redevelopment Capacity Improvements project. STRATEGIC PLAN GOAL: Engineering design services for sewer main rehab relate to the City's Goals of Livable and Sustainable Community.					
SUMMARY OF ITEM					
This agreement with Halff Associates, Inc., is for engineering design for Russell Creek Sewer Main Rehab - Phase I & II to include rehabilitation of the Russell Creek Sewer from west of Independence Parkway to Custer Road in Phase I and from Custer Road to Circleview Court in Phase II. The contract fee is for \$188,000 and is detailed as follows:					
	Research and Data Collection		\$	7,000	
	Design Survey		\$	14,000	
	Right-of-Way and Easement Requirements		\$	3,000	
	Preliminary Design		\$	60,000	
	Final Design		\$	42,000	
	Bid Phase Services		\$	27,000	
	Construction Administration		\$	15,000	
	Special Services		\$	20,000	
	TOTAL		\$	188,000	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Funding is available from the Sewer Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost 2,150,000.

List of Supporting Documents:
Engineering Services Agreement
Location Map

Other Departments, Boards, Commissions or Agencies
N/A

4-2

RUSSELL CREEK SEWER MAIN REHAB – PHASE I & II

PROJECT NO. 6001

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **HALFF ASSOCIATES, INC.**, a **TEXAS** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **RUSSELL CREEK SEWER MAIN REHAB – PHASE I & II** project located in the City of Plano, Collin County Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City.

4-3

III. Schedule of Work

The Engineer agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the reasonable control of Engineer, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit "C". The contract amount specified in Exhibit "C" shall not be exceeded without the written permission of the City.

V. Information to be Provided by the City

The City agrees to furnish, prior to commencement of work, all that information requested by Engineer and available in City's files.

VI. Insurance

Engineer agrees to meet all insurance requirements, and to require all consultants who perform work for Engineer to meet all insurance requirements, as set forth on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

VII. Indemnity

Engineer shall release, defend, indemnify and hold City and its officers, agents and employees harmless from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided by Engineer and to the extent caused by the negligent act or omission or intentional wrongful act or omission of Engineer, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Engineer is legally responsible (hereinafter "Claims"). Engineer is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to approve defense counsel to be retained by Engineer in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Engineer's obligation to

defend City or as a waiver of Engineer's obligation to indemnify City pursuant to this Agreement. Engineer shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Engineer fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Engineer shall be liable for all costs incurred by City.

VIII. Independent Contractor

Engineer covenants and agrees that Engineer is an independent contractor and not an officer, agent, servant or employee of City; that Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

IX. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

The Engineer agrees that at any time during normal business hours and as often as City may deem necessary, Engineer shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Engineer agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of Engineer shall execute the affidavit shown in Exhibit "E". Engineer understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

XI. Contract Termination

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

XII. Engineer's Opinion of Probable Construction Costs

The parties recognize and agree that any and all opinions of probable construction costs prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that any bids solicited or received in connection with the Project will not vary from opinions prepared by Engineer.

XIII. Ownership of Documents

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Engineer will revise drawings to reflect changes made during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

XIV. Complete Contract

This Agreement, including the Exhibits lettered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XV. Mailing of Notices

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano
Public Works & Engineering Department
P.O. Box 860358
Plano, TX 75086-0358

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Halff Associates, Inc.
8616 Northwest Plaza Drive
Dallas, TX 75225
Attn: A.V. (Tony) Almeida

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XVI. Miscellaneous

A. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Contract Interpretation:

Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

C. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date:

This Agreement shall be effective from and after execution by both parties hereto.

SIGNED on the date indicated below.

HALFF ASSOCIATES, INC.
A Texas Corporation

DATE: _____

BY: _____
Patrick Lee Acker, P.E., R.P.L.S.
VICE PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:



Diane C. Wetherbee
CITY ATTORNEY

4-8

ACKNOWLEDGMENTS

**STATE OF TEXAS §
 §
COUNTY OF DALLAS §**

This instrument was acknowledged before me on the _____ day of _____, 2009, by **PATRICK LEE ACKER, P.E., R.P.L.S., VICE PRESIDENT, of HALFF ASSOCIATES, INC.**, a **TEXAS** corporation, on behalf of said corporation.

Notary Public, State of Texas

**STATE OF TEXAS §
 §
COUNTY OF COLLIN §**

This instrument was acknowledged before me on the _____ day of _____, 2009, by **THOMAS H. MUEHLENBECK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

4-9

**EXHIBIT A
SCOPE OF SERVICES**

**RUSSELL CREEK SEWER MAIN REHAB – PHASE I & II
PROJECT NO. 6001
CIP NO. 34-46619**

PROJECT DESCRIPTION:

Design the rehabilitation of approximately 9,000 feet of 33 inch sanitary sewer running adjacent to and crossing Russell Creek from Independence Pkwy. to Circleview Ct. by the cured-in place method. Design the 33-inch sanitary sewer crossing Independence Parkway by other than open cut if rehabilitation is not feasible as directed by the City.

This design contract covers two construction phases. Some of the scope items described in this document will be completed separately for each construction phase including items related to plans preparation & review, bid document preparation, construction administration, and public meetings. Preliminary design documents for both construction phases will be prepared concurrently. The limits of the first phase of construction are from Independence Pkwy to Custer Rd. (approx. 4,850 LF). Phase II limits are from Custer Rd. to Circleview Ct. (approx. 4,150 LF).

BASIC SERVICES:

A. Design Standards

1. This project shall be designed in accordance with the City of Plano standards, including the following:
 - Geodetic Monumentation Manual
 - Manual for Right-of-Way Management
 - Erosion & Sediment Control Manual
 - Thoroughfare Standards Rules & Regulations
 - Manual for the Design of Water & Sanitary Sewer Lines
 - Standard Construction Details
 - Barrier Free Ramp Details
 - NCTCOG Standard Specifications for Public Works Construction
 - Special Provisions to Standard Specifications for Public Works Construction

2. All plans submitted to the City shall contain Halff's firm's registration and be signed and sealed in accordance with state law.
3. Drawings shall be 11"x17" with a typical horizontal scale of 1"=40'.

B. Research and Data Collection –

1. Meet with the City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.

C. Design Survey –

1. Use aerial photography, record drawings and GIS data for base map (provided by the City of Plano).
2. Measure down depth to be provided on all manhole
3. Establish a minimum of 2 horizontal and vertical control monuments within the project limits of the crossing of Independence Parkway at Russell Creek if needed to design Independence Parkway crossing.
4. Existing utility companies in the area shall be referenced by utility name (i.e. T.U. Elec., GTE Telephone, Lone Star Gas, Etc.). Location of existing utilities is not included.
5. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

D. Right-of-way and Easement Requirements –

1. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project (if any). Submit to the City of Plano as soon as possible and prior to the preliminary plan submittal.
2. Meet with the City of Plano Staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.

E. Geotechnical Report – Not Included

F. Preliminary Design –

1. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:
 - Cover sheet.
 - Project layout control sheet(s). Scale 1"= 100'.
 - General Notes
 - Quantity sheet.
 - Detail sheets.

- Temporary traffic control standard detail.
- Plan sheets. Scale 1"= 40'.
- Incorporate record drawings of the existing sanitary sewer line (as provided by the City of Plano) into the plan set.

Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Plano project manager.

2. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain record information for the location of their facilities.
3. Prepare outline of any special technical specifications needed for the project (if any).
4. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
5. Submit 4 sets of preliminary plans, outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
 - Engineering
 - Public Works
 - Inspectors
 - Transportation

Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.

6. Provide the preliminary plans and proposed schedule for bidding and start of construction to the city of Plano. City of Plano will distribute to local utility companies to obtain information regarding impacts to their facilities.

G. Final Design –

1. Finalize construction plans for each construction phase for proposed improvements, incorporating comments from the City of Plano and utility companies.
2. Finalize special technical specifications and special conditions (if any).
3. Incorporate aerial crossing paint specification and bid items (to be provided by the City of Plano) into the bid documents.
4. Reference standard details into the construction plans and prepare additional details as required.
5. Take off final construction quantities and prepare final construction cost estimates for each phase.
6. Submit 4 sets of pre-final plans, special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review for each phase of construction.
7. Incorporate City final comments into the plans and bid documents.

H. Bid Phase Services –

These services shall be done for each phase of construction.

1. Assist the City staff in advertising for bids.
2. Submit one set of final blue line prints, two bound copies of the bid documents and one unbound original bid document set to the City of Plano.
3. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
4. Furnish plans and bid documents for up to four plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
5. Assist City staff in conducting a pre-bid conference, if required.
6. Prepare and distribute addenda to bid documents as necessary.
7. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
8. Submit a CD-ROM disk of the bid set plans in a PDF format.
9. Provide bid tabulation to the City of Plano within four working days of the bid letting.
10. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
11. Assist City staff in a pre-construction conference.
12. Furnish thirteen sets of final construction plans and up to six sets of the contract documents manual to the City for construction.

I. Construction Administration –

These services shall be done for each phase of construction.

1. Provide four (4) total site visits by the design engineer with a written observation report submitted to the City for each visit (as requested).
2. Provide written responses to requests for information or clarifications.
3. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and a CD-ROM disk containing scanned images of the 24" x 36" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

SPECIAL SERVICES:

A. City Directed Services –

1. The following services will be provided on an as needed basis as directed by the City of Plano Project Manager. Survey for design and design for the 33-inch sanitary sewer crossing Independence Parkway (approximately 300 feet) by other than open cut as directed by the City if rehabilitation is not feasible.

EXCLUSIONS:

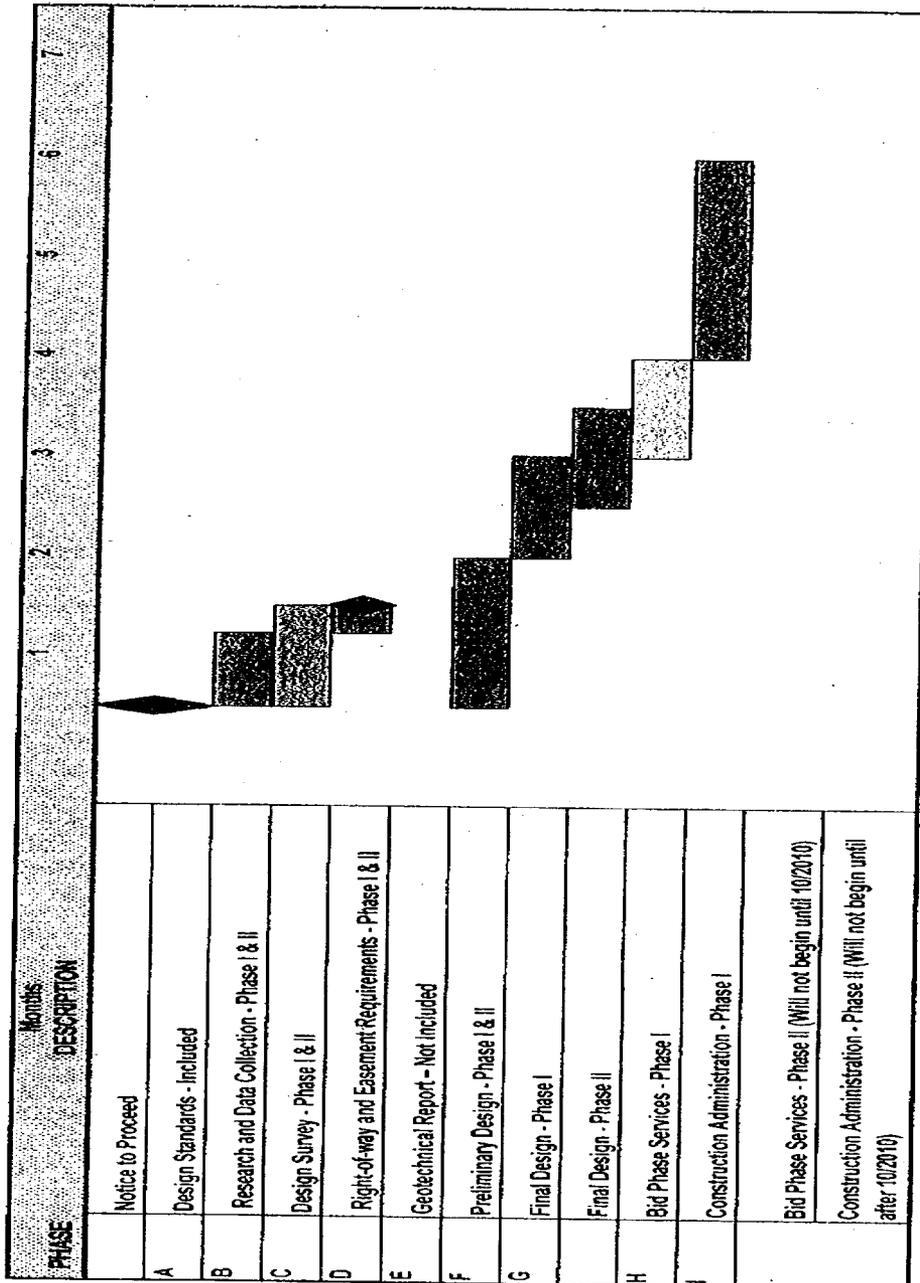
A. The following is a list of items which are not included in this proposal, but can be provided by Halff Associates, if needed.

1. Geotechnical consulting services.
2. Quality control and material testing services during construction.
3. Environmental impact statements, permitting and/or assessments.
4. Construction staking, observation and/or material testing.
5. Certification that the project is constructed in accordance with the construction documents.
6. Construction administration, except as specifically identified under Section I of this proposal.
7. Design of new aerial crossings.
8. Stream bank stabilization and erosion control design for areas surrounding the existing aerial crossings.
9. Design of temporary or permanent support for the existing aerial crossings.
10. Sampling and testing of existing materials.
11. Surveying services for design, except as may be required for the design of the Independence Parkway crossing.
12. Services for the preparation of right of way or easement documents.

4-14

**EXHIBIT B
CONTRACT BID SCHEDULE**

**RUSSELL CREEK SEWER MAIN REHAB – PHASE I & II
PROJECT NO. 6001
CIP NO. 34-46619**



4-15

**EXHIBIT C
PROPOSED BUDGET SUMMARY**

**RUSSELL CREEK SEWER MAIN REHAB – PHASE I & II
PROJECT NO. 6001
CIP NO. 34-46619**

BASIC SERVICES	
A. Design Standards	Included
B. Research and Data Collection	\$7,000
C. Design Survey	\$14,000
D. Right-of-way and Easement Requirements	\$3,000
E. Geotechnical Report – Not Included	0
F. Preliminary Design	\$60,000
G. Final Design	\$42,000
H. Bid Phase Services	\$27,000
I. Construction Administration	\$15,000
Subtotal	\$168,000
SPECIAL SERVICES	
City Directed Services	\$20,000
Recommended Budget	\$188,000

All Services shall be invoiced based on salary cost times 2.30 and direct costs times 1.15.

Salary cost is defined as “direct salaries plus fringe benefits” and includes salaries for partners, principals, professional, technical, administrative, and clerical staff directly chargeable to the project; sick leave, vacation, holiday, and incentive pay; unemployment and other payroll taxes; and the contributions for social security, workmen’s compensation insurance, retirement, medical and other group benefits.

Direct Costs shall be define as direct non salary expenses, including, printing, plotting, delivery special equipment etc.

4-16

EXHIBIT "D"

ENGINEERING

INSURANCE

INSURANCE: (Review this section carefully with your insurance agent prior to bid or proposal submission. See "Insurance Checklist" on the last page or specific coverages applicable to this contract).

1. General Insurance Requirements:

- 1.1 The Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Engineer will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."

NOTE: The words "endeavor to" and "but failure to mail such notice shall impose no obligation to liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Engineer from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Engineer's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
 - 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Engineer shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.

- 1.6 Engineer agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.
- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Engineer fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Engineer, and the Engineer shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.
- 1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Engineer. Engineer may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

2. Engineer's Insurance - "Occurrence" Basis:

- 2.1 The Engineer shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist.
- 2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
- i. General aggregate limit is to apply per project;
 - ii. Premises/Operations;
 - iii. Actions of Independent Contractors;
 - iv. Contractual Liability including protection for the Engineer from claims arising out of liability assumed under this contract;
 - v. Personal Injury Liability including coverage for offenses related to employment;
 - vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.
- 2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.

2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

2.2 Professional Errors and Omissions

The Engineer shall carry Professional Liability insurance which will pay for injuries arising out of negligent errors or omissions in the rendering, or failure to render professional services under the contract, for the term of the Contract and up to three years after the contract is completed in the amount shown in the Checklist.

Professional Errors and Omissions, Limit \$1,000,000
per claim and aggregate

4-19

ENGINEERING**City of Plano - Insurance Checklist**

("X" means the coverage is required.)

<u>Coverages Required</u>	<u>Limits (Figures Denote Minimums)</u>
<input checked="" type="checkbox"/> 1. Workers' Compensation & Employers' Liability	Statutory limits of State of Texas \$100,000 accident \$100,000 disease \$500,000 policy limit disease
<input type="checkbox"/> 2. For Future Use	
<input type="checkbox"/> 3. City Approved Alternative Workers' Comp. Program	\$150,000 medical, safety program
<input checked="" type="checkbox"/> 4. General Liability	Complete entry No. 26 Minimum \$500,000 each occurrence \$1,000,000 general aggregate
<input checked="" type="checkbox"/> 5. General aggregate applies per project (CGL)	
<input checked="" type="checkbox"/> 6. Premises/Operations	(Items No. 3-10 & 12 require)
<input checked="" type="checkbox"/> 7. Independent Contractors	<u>\$500,000</u> combined single limit for bodily injury and property damage
<input type="checkbox"/> 8. Products	damage each occurrence with
<input type="checkbox"/> 9. Completed Operations	\$1,000,000 general aggregate that applies to project under contract
<input checked="" type="checkbox"/> 10. Contractual Liability	
<input checked="" type="checkbox"/> 11. Personal Injury Liability	\$500,000 each offense & aggregate
<input type="checkbox"/> 12. XCU Coverages	
<input checked="" type="checkbox"/> 13. Automobile Liability	\$500,000 Bodily Injury & Property
<input checked="" type="checkbox"/> 14. Owned, Hired & Non-owned	Damage each accident
<input type="checkbox"/> 15. Motor Carrier Act Endorsement	
<input checked="" type="checkbox"/> 16. Professional Liability	\$1,000,000 each claim and aggregate
<input type="checkbox"/> 17. Garage Liability	\$_____ BI & PD each occurrence

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of **HALFF ASSOCIATES, INC.**, (herein "Contractor") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Consultant

By:

Signature

Print Name

Title

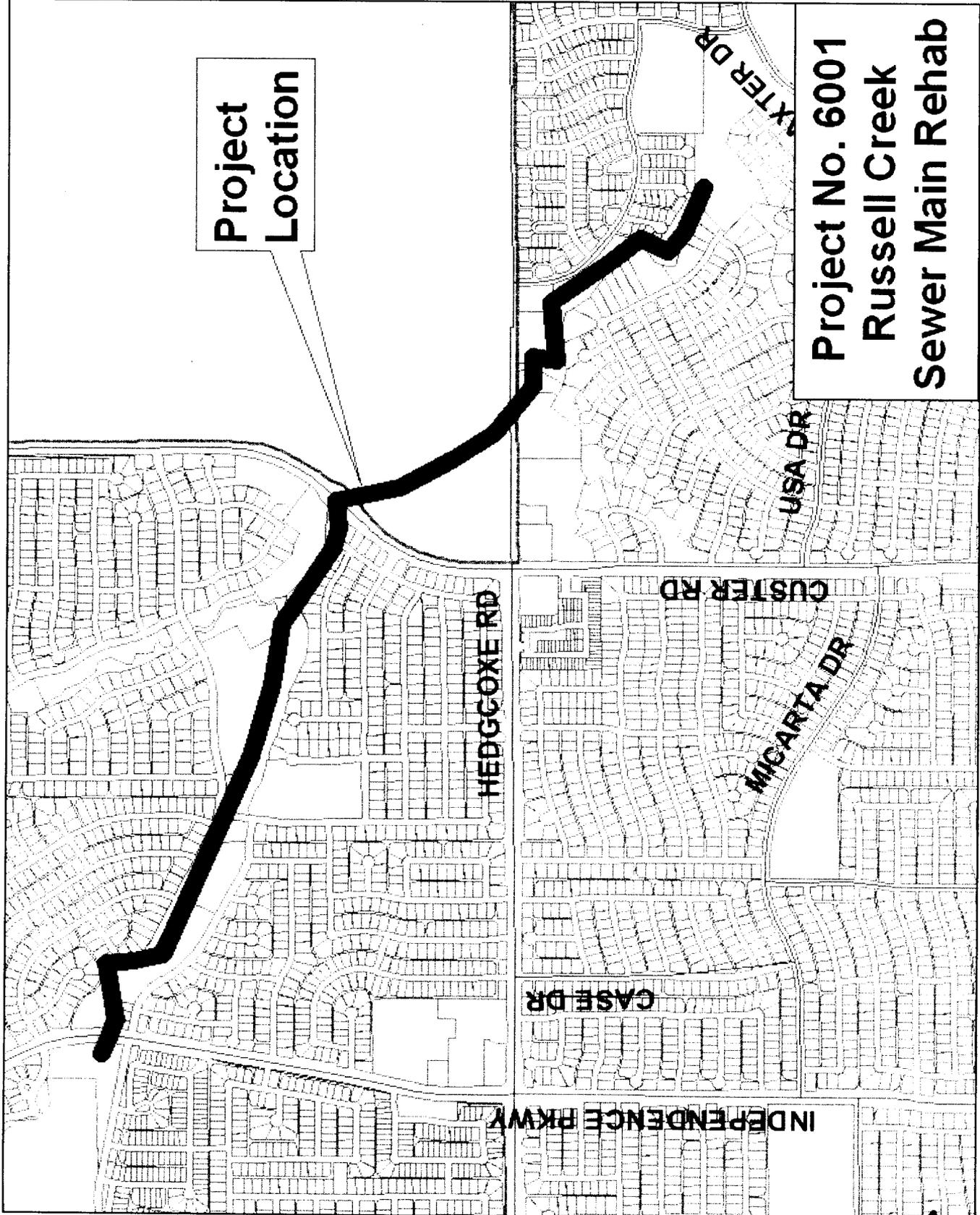
Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2009.

Notary Public, State of Texas

4-22



**Project
Location**

**Project No. 6001
Russell Creek
Sewer Main Rehab**

HEDGECOXE RD

CASE DR

INDEPENDENCE HWY

CUSTER RD

MICARTA DR

USA DR

WATER DR



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>MP</i> 6/17/09	
Council Meeting Date:	6/22/09	Budget	C.S. 6-17-09	
Department:	Public Works & Engineering	Legal	<i>Willy</i> 6/17/09	
Department Head	Alan L. Upchurch	Assistant City Manager		
Dept Signature:	<i>Alan L. Upchurch</i>	Deputy City Manager	<i>[Signature]</i> 6/17/09	
		City Manager	<i>[Signature]</i> 6/17/09	
Agenda Coordinator (include phone #):		Project No. 5556		
Irene Pegues (7198) <i>[Signature]</i>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
<p>A resolution of the City Council of the City of Plano, Texas, ratifying the Takeover Agreement by and between Liberty Mutual Insurance Company and the City of Plano for completion of Plano Fire Station No. 12/Emergency Operations Center Complex; approving its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
<p>On May 1, 2009, the City of Plano received a letter dated April 29, 2009, from Hisaw and Associates General Contractors, Inc., stating Hisaw was ceasing operations. Hisaw was contracted with the City of Plano to construct Plano Fire Station No. 12/Emergency Operations Center Complex. On May 6, 2009, the City of Plano sent Hisaw a notice of intent to terminate their contract for failure to staff the project and pay their subcontractors and suppliers. Hisaw did not respond by the stated deadline of May 15, 2009. Neither did Hisaw correct the reasons City of Plano cited for termination.</p> <p>The City of Plano officially notified Hisaw on May 18, 2009, of the termination of the contract between the City of Plano and Hisaw and Associates General Contractors, Inc., as ratified by the City Council on May 26, 2009.</p> <p>This agenda item ratifies the Takeover Agreement between the bonding company, Liberty Mutual Insurance Company, and the City of Plano by which Liberty Mutual Insurance Company agreed to take over completion of the project.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
N/A		N/A		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, RATIFYING THE TAKEOVER AGREEMENT BY AND BETWEEN LIBERTY MUTUAL INSURANCE COMPANY AND THE CITY OF PLANO FOR COMPLETION OF PLANO FIRE STATION NO. 12/EMERGENCY OPERATIONS CENTER COMPLEX; APPROVING ITS EXECUTION BY THE CITY MANAGER OR HIS AUTHORIZED DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Plano and Hisaw & Associates General Contractors, Inc., entered into a contract on December 18, 2007, for the construction of Plano Fire Station No. 12/Emergency Operations Center Complex; and

WHEREAS, Hisaw and Associates General Contractors, Inc., ceased operations on or about April 29, 2009, before completion of Plano Fire Station No. 12/Emergency Operations Center Complex; and

WHEREAS, the City of Plano terminated the contract with Hisaw and Associates General Contractors, Inc., on May 18, 2009, a copy of which is attached as Exhibit "A"; and

WHEREAS, the City of Plano notified Liberty Mutual Insurance Company on May 21, 2009, of the termination and made demand on Liberty Mutual Insurance Company to complete the project as Surety for the performance bond, pursuant to the terms of the performance bond; and

WHEREAS, the City of Plano and Liberty Mutual Insurance Company have agreed to the terms for the Takeover Agreement to complete the Plano Fire Station No. 12/Emergency Operations Complex, a copy of which is attached as Exhibit "B"; and

WHEREAS, due to the critical nature of the project, City staff has authorized Liberty Mutual Insurance Company to resume construction on the project.

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

Section I. The Takeover Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests

5-2

of the City of Plano and its citizens, is hereby in all things ratified and execution by the City Manager or his authorized designee on behalf of the City of Plano is hereby approved.

Section II. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED the _____ day of _____, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



Pat Evans
Mayor

Jean Callison
Mayor Pro Tem

Harry LaRosiliere
Deputy Mayor Pro Tem

Pat Miner
Place 1

Scott Johnson
Place 2

Mabrie Jackson
Place 3

Sally Magnuson
Place 4

Lee Dunlap
Place 8

Thomas H. Muehlenbeck
City Manager

May 18, 2009

CERTIFIED MAIL
7001 2510 0003 8794 3536

Mr. Richard Hisaw
Hisaw and Associates General Contractors, Inc.
4301 Reeder Drive, Suite 100
Carrollton, Texas 75010

**Re: Plano Fire Station No. 12/Emergency Operations Center
Complex - Project No. 5556**

Dear Mr. Hisaw:

Per the attached copy of our letter dated May 6, 2009, we notified you of our intent to terminate the subject contract for failure to staff the project and failure to pay subcontractors and suppliers. As we have not heard from you within the time allowed by our letter, we conclude that you have no intent to cure these defects and therefore advise you that your contract with the City of Plano for Plano Fire Station No. 12/Emergency Operations Center Complex, Project No. 5556, is terminated effective immediately.

Sincerely,

James Razinha
Facilities Manager

Is

Attachment

cc: Frank Hucks, Liberty Mutual
Dan Duffy, Wiginton Hooker Jeffrey Architects
Warren Spencer, Asst. City Attorney III
Alan L. Upchurch, Director of Public Works & Engineering
Mike Ryan, Chief Purchasing Officer

P.O. Box 860358
Plano, Texas 75086-0358
972-941-7000
www.plano.gov

5.4

TAKEOVER AGREEMENT

This Takeover Agreement (the "Agreement") is made and entered into this 26th day of May, 2009, by and between Liberty Mutual Insurance Company (the "Surety") and the City of Plano (the "Owner").

RECITALS:

WHEREAS, Hisaw & Associates General Contractors, Inc. (the "Original Contractor") and the Owner entered into a construction contract (the "Prime Contract") for the construction of Plano Fire Station No. 12 located at 4101 W. Parker Road, Plano, Texas 75093 (the "Project");

WHEREAS, as required by Texas law and under the terms of the Prime Contract, Original Contractor and the Surety made, executed and delivered to the Owner Performance Bond No. 22016587 and Payment Bond No. 22016587 (collectively, the "Bonds"), both in the penal sum of \$12,108,279;

WHEREAS, the Original Contractor notified the Surety in writing on April 27, 2009 that it ceased operations, that it would not be completing any projects, and that it was taking all necessary steps to close down the projects;

WHEREAS, the Original Contractor notified the Owner in writing on April 29, 2009 that it ceased operations, that it closed its offices, and that it would not complete the Project;

WHEREAS, the Owner issued a letter dated April 30, 2009 notifying the Surety that Hisaw no longer had a presence on the Project, that progress had stopped on the Project, and that the Owner considered Hisaw in breach of the Prime Contract;

WHEREAS, the Owner formally terminated the Original Contractor under the Prime Contract on May 15, 2009 and made demand on the Surety to complete the Project;

NOW, THEREFORE, based on the exchange of valuable consideration, the receipt and sufficiency of which is acknowledged, and based on the Recitals set forth above which form a part of this Agreement, the Surety and the Owner agree to the following terms and conditions:

AGREEMENTS:

1. The Surety agrees to undertake the completion of the scope of work under the Prime Contract, including all modifications thereto, and agrees to be bound by the Prime Contract. The Owner acknowledges that the Surety, by its execution of this Agreement, is acting in its capacity as the surety for the Original Contractor in making arrangements for the performance and completion of the Prime Contract, and not as a completing contractor, and that the Surety is not assuming any obligations or liabilities beyond those set forth in the Bonds. As to the completion of the Prime Contract, except as otherwise provided in this Agreement, the Surety is entitled to all rights, title and interest of the Original Contractor in and to the Prime Contract in all respects as if the Surety were the original party to the Prime Contract. The Surety is not to be considered a contractor, however, for any other purpose.

2. The Owner acknowledges that the Surety will subcontract the performance of the work under the Prime Contract to a completion contractor (the "Completion Contractor"). The Owner consents to the Surety's choice of Lee Lewis Construction as the Completion Contractor. The Surety may satisfy the required insurance obligations under the Prime Contract by providing evidence of the required insurance coverage carried by the Completion Contractor, with the Surety being named as an additional insured under the policy or policies. The Surety reserves the right to require the Completion Contractor to obtain a new payment bond (the "New Bond") covering the completion of the Project. The Surety further reserves the right to contend that any claims against the Completion Contractor are covered by the New Bond. The Surety reserves the right to terminate its contract with the Completion Contractor at any time, subject to seven business days' prior written notice to Owner, and to contract with another Completion Contractor.

3. The Owner and the Surety agree that as of the date of this Agreement:

- (a) The authorized amount of the Prime Contract, including all approved change orders, through Pay Application No. 13 dated February 25, 2009, is the sum of \$11,931,904;
- (b) The Original Contractor has been paid through Pay Application No. 13 the sum of \$8,085,600.20;
- (c) The Owner is holding the sum of \$425,557.91 as retainage pursuant to the terms of the Prime Contract through Pay Application No. 13;
- (d) The "Contract Balance" shall be hereinafter defined as the sum of \$3,846,303.80. The Contract Balance shall be increased or decreased, as appropriate, as a result of certain pending change orders to the Prime Contract submitted by the Original Contractor and/or the Owner, and as a result of any change orders for extra work (work that is different from, in excess of, or beyond the scope of the work required by the Prime Contract) requested or required by the Owner after the date of the execution of this Agreement; and

- (e) As of the date of the execution of this Agreement, the Owner represents and warrants that, according to the records available to it, the Contract Balance as defined herein is accurate. The Surety reserves the right to verify the accuracy of the Contract Balance. The Surety's remedy against the Owner for breach of this representation and warranty is reformation of the Contract Balance to the proper amount.

4. The Owner shall remit payment to the Surety in the amount of \$619,414.05, representing the amount due and owing under Pay Application No. 14 dated March 25, 2009, and any other billed and unpaid funds to the Surety within five (5) days of the execution of this Agreement. The remaining Contract Balance is dedicated to and will be applied to the completion of the Prime Contract pursuant to this Agreement. The remaining payment of any additional Contract Balance to the Surety shall be made in accordance with the terms of the Prime Contract as to the time, amount and method of payment, and no payment shall be delayed by reason of any slow down or cessation of work in connection with the takeover of the Prime Contract by the Surety. The Contract Balance is not subject to any set-off, back-charges, or liquidated damages. The Owner shall not withhold any payments from the Surety because of or on account of any latent defects caused by any action or inaction of the Original Contractor or the Completion Contractor. The Surety agrees to spend its own funds as may be necessary from time to time to pay for the performance of the Prime Contract by the Completion Contractor in the event that the Contract Balance is insufficient, with any such payments being credited against the penal sum of the Performance Bond. The Owner agrees that it shall not assess any liquidated damages against progress payments due to the Surety under this Agreement. The assessment of any liquidated damages, if applicable, shall be made against the retainages only.

5. The Surety shall complete the work required under the Prime Contract pursuant on or before _____ (the "Completion Date").

6. To the extent the Owner has any right, title or interest therein, the Owner agrees that the Surety and its Completion Contractor shall have the right to use, without charge, any of the equipment, materials and appurtenances furnished or supplied by the Original Contractor which may be stored on or about the premises of the Project site or materials which may have been fabricated for use in connection with the Prime Contract, whether or not presently on the Project site.

7. The Surety shall be represented at the Project by the Completion Contractor with the Completion Contractor having no authority to bind the Surety to any additional work or changes to the Prime Contract, unless expressly provided in this Agreement. The Surety designates the Completion Contractor to prepare and process pay requisitions on the Prime Contract. However, the Surety will sign all pay requisitions submitted to the Owner. Payments from the Owner shall be made payable to the Surety and transmitted to the Surety at the following address, unless and until the Owner is notified in writing of any different address:

Frank Hucks
Senior Surety Counsel
Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462

The Completion Contractor shall have, on behalf of the Surety, the authority to negotiate and sign change orders for extra work (work that is different from, in excess of, or beyond the scope of the work required by the Prime Contract) requested or required by the Owner (hereinafter "Change Order") without the Surety's prior written approval, provided the Change Order does not exceed \$15,000 and the Completion Contractor is given additional time to perform the Change Order. If no additional time is given to the Completion Contractor to perform the Change Order, then the Surety's prior written approval is required to negotiate the Change Order and the final Change Order must be signed by the Surety. The prior written approval of the Surety shall be required on all other Change Orders. The Completion Contractor has no authority to negotiate deductive Change Orders, credits, backcharges or net deductions from the Prime Contract or the Contract Balance of any nature whatsoever without the Surety's prior written approval. Any agreements with respect to the warranty work of the Original Contractor or corrective work as a result of latent defect in the work performed by the Original Contractor shall require the written approval of the Surety.

8. The total liability of the Surety under this Agreement and the Performance Bond for the performance of the work, after the expenditure of the Contract Balance, is limited to and shall not exceed the penal sum of the Performance Bond in the amount of \$12,108,279. All payments properly made by the Surety for the performance of the Prime Contract shall be credited against the penal sum of the Performance Bond. Any costs incurred due to the refusal of the Subcontractors to complete their work shall be credited against the penal sum. Nothing in this Agreement constitutes a waiver of such penal sum or an increase in the liability of the Surety under the Performance Bond.

9. In no event shall the Owner withhold any of the Contract Balance from the Surety because of or on account of any claims, liens, suits or demands by any persons or entities furnishing or alleging to have furnished labor and/or materials to the Project. The Payment Bond shall remain in full force and effect. The total liability of the Surety under the Payment Bond is limited to and shall not exceed the penal sum of the Payment Bond in the amount of \$12,108,279. All Payment Bond payments properly made by the Surety shall be credited against the penal sum of the Payment Bond. Nothing in this Agreement constitutes a waiver of such penal sum or an increase in the liability of the Surety under the Payment Bond.

5-8

10. The Owner agrees that the scope of the work for the Project is confined to terms of the Prime Contract.

11. The Owner agrees to provide the Surety and the Completion Contractor with reasonable access and/or copies of documents submitted by the Original Contractor (or its subcontractors or vendors) to the Owner in connection with the Project or the Contract, including correspondence, contract documents, plans, specifications, and submittals.

12. This Agreement is solely for the benefit of the Owner and the Surety. The Owner and the Surety do not intend by any provision of this Agreement to create any rights in or increase the rights of any third-party beneficiaries, nor to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the Owner and the Surety. Specifically, the Owner and the Surety acknowledge that nothing in this Agreement shall extend or increase the rights of any third-party claimants or the liabilities or obligations of the Surety under the Bonds.

13. This Agreement constitutes the whole of the understanding, discussions, and agreements by and between the Owner and the Surety. The terms and provisions of this Agreement are contractual and not mere recitals. The Owner and the Surety acknowledge that there have been no oral, written or other agreements of any kind as a condition precedent to or to induce the execution and delivery of this Agreement. Any written or oral discussions conducted prior to the effective date of this Agreement shall not in any way vary or alter the terms of this Agreement.

14. This Agreement shall not be changed, amended or altered in any way except in writing and executed by both the Owner and the Surety.

15. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

16. This Agreement shall be governed by and controlled by the laws of the State of Texas.

17. Any notices which are required to be given by the terms of this Agreement or the Bonds shall be made as follows:

As to the Owner:

Via certified mail, return receipt required, postage prepaid to:

James Razinha
Facilities Manager
City of Plano
P.O. Box 860358
Plano, Texas 75086-0358

With a copy to:

As to the Surety:

Via certified mail, return receipt required, postage prepaid to:

Frank Hucks
Senior Surety Counsel
Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462

With a copy to:

Gregory M. Weinstein
Langley Weinstein Hamel LLP
901 Main Street, Suite 600
Dallas, Texas 75202

- 18. This Agreement is effective as of the date first written above.
- 19. This Agreement shall be binding upon the parties and their respective successors and assigns.
- 20. In the event that one or more provisions of this Agreement shall be declared to be invalid, illegal or unenforceable in any respect, unless such invalidity, illegality or unenforceability shall be tantamount to a failure of consideration, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby.
- 21. All representations and warranties made in this Agreement shall survive the execution and delivery of this Agreement and the consummation of the transaction contemplated thereby.
- 22. The Surety and the Owner mutually reserve all rights, claims, causes of actions, demands and defenses, known or unknown, now existing or accruing after the execution of this Agreement that they have or may have against each other. It is not the intention of the Surety in entering into this Takeover Agreement to waive, prejudice, amend, alter, revise, release or in any way adversely affect any claim, cause of action or defense, known or unknown, that it, as Surety, or the Original Contractor, might have

5-10

against the Owner or any other person, party, or entity. Furthermore, the Surety explicitly reserves all of the rights available to the Original Contractor under the Contract.

23. All claims, rights, causes of action of or against the Original Contractor arising prior to the execution of this Agreement are preserved. The Surety shall have the right to pursue these claims in its own name or in the name of the Original Contractor. The parties do not intend for this Agreement to be a settlement of claims or an accord and satisfaction.

24. In addition to the contract documents previously referenced in this Agreement, the parties incorporate herein by reference the following documents:

- a. Most Recent Payment Application of the Original Contractor;
- b. Most Recent Unpaid Payment Application of the Original Contractor;
- c. The Prime Contract;
- d. The Bonds;
- e. All Change Orders and Time Extension Requests;
- f. All Notices of Defective Work;
- g. All Claims of Notices on the Project from Subcontracts or Vendors;
- h. A listing of all payments made by the Owner to the Original Contractor, showing the payment date, the amount paid, the check number, and the payee.

25. In case of conflict between the provisions of this Agreement and the provisions of the Prime Contract and/or the Bonds, the documents in this following order shall control: (1) this Agreement; (2) the Bonds; and (3) the Prime Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated above, and each of the undersigned personally represent and warrant that they have the full right, power and authority to execute this Agreement on behalf of the respective parties.

OWNER

By: _____
Name: _____
Title: _____

SURETY

By: _____
Name: _____
Title: _____

5-11



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>DS</i>	6-15-09	
Council Meeting Date:	06/22/09	Budget	C.S.	6-15-09	
Department:	Public Works & Engineering	Legal	<i>JW</i>	6/15/09	
Department Head:	Alan L. Upchurch	Assistant City Manager			
Dept Signature:	<i>Alan L. Upchurch</i>	Deputy City Manager	<i>[Signature]</i>	6/15/09	
		City Manager	<i>[Signature]</i>	6/15/09	
Agenda Coordinator (include phone #):		Irene Pegues (7198)	Project No. 5791		
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
AN ORDINANCE OF THE CITY OF PLANO, TEXAS TO DETERMINE THE PUBLIC USE, NEED AND NECESSITY FOR THE ACQUISITION OF FEE SIMPLE TITLE TO A 1.053 ACRE (45,880 SQUARE FEET) TRACT OF LAND AND A TEMPORARY CONSTRUCTION EASEMENT ON A .034 ACRE (1,475 SQUARE FEET) TRACT OF LAND BOTH OUT OF THE JEREMIAH MUNCY SURVEY, ABSTRACT NO. 621, GENERALLY LOCATED AT THE SOUTHEAST CORNER OF CHAPARRAL ROAD AND JUPITER ROAD IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, FOR THE WIDENING OF THE SOUTH SIDE OF CHAPARRAL ROAD (EAST BOUND) AND RELATED PUBLIC IMPROVEMENTS IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AUTHORIZING THE CITY ATTORNEY, OR HER DESIGNEE, TO FILE PROCEEDINGS IN EMINENT DOMAIN TO ACQUIRE THE NEEDED REAL PROPERTY; AND PROVIDING AN EFFECTIVE DATE.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		142,202	2,317,798	0	2,460,000
Encumbered/Expended Amount		-142,202	-100,305	0	-242,507
This Item		0	0	0	0
BALANCE		0	2,217,493	0	2,217,493
FUND(S): STREET IMPROVEMENT CIP					
COMMENTS: This item allows the City to purchase 1.053 acres of land by eminent domain for a construction easement. If this item is approved, the City of Plano will pay not less than the City's appraised value for the purchase of land associated with the Chaparral – K Avenue to East City Limits project. STRATEGIC PLAN GOAL: Land purchases for street improvements relate to the City's Goal of Safe, Efficient Travel.					
SUMMARY OF ITEM					
The Engineering Department has made a final offer to purchase the right of way and a temporary construction easement needed for the completion of Chaparral Road from Avenue K to Cottonwood Creek. We are under negotiation with the property owner but feel it is necessary to request Council authorization to begin eminent domain to acquire the property.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
N/A		N/A			

6-1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS TO DETERMINE THE PUBLIC USE, NEED AND NECESSITY FOR THE ACQUISITION OF FEE SIMPLE TITLE TO A 1.053 ACRE (45,880 SQUARE FEET) TRACT OF LAND AND A TEMPORARY CONSTRUCTION EASEMENT ON A .034 ACRE (1,475 SQUARE FEET) TRACT OF LAND BOTH OUT OF THE JEREMIAH MUNCY SURVEY, ABSTRACT NO. 621, GENERALLY LOCATED AT THE SOUTHEAST CORNER OF CHAPARRAL ROAD AND JUPITER ROAD IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, FOR THE WIDENING OF THE SOUTH SIDE OF CHAPARRAL ROAD (EAST BOUND) AND RELATED PUBLIC IMPROVEMENTS IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AUTHORIZING THE CITY ATTORNEY, OR HER DESIGNEE, TO FILE PROCEEDINGS IN EMINENT DOMAIN TO ACQUIRE THE NEEDED REAL PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano, Texas, upon consideration of this matter, has determined that there is a public need and necessity for the health, safety, and welfare of the City of Plano, and the public at large to acquire certain real property and temporary construction easement for public roadway widening and related public improvements (called the "Chaparral Road Project No. 5791"), such roadway and public improvements being located in the City of Plano, Collin County, Texas; and

WHEREAS, in accordance with the above, the City Council of the City of Plano, Texas, hereby finds that there is a public need and necessity to acquire rights to such real property for such purposes set forth above. The temporary construction easement and roadway widening and related public improvements will be for the benefit and enjoyment to the citizens of the City of Plano, Texas and the public at large; and

WHEREAS, the real property (the "Property") to be acquired in fee simple title for such purposes consists of a 1.053 acre (45,880 square feet) tract of land, together with improvements thereon and appurtenances thereto; all more particularly described in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof by reference; and

WHEREAS, a temporary construction easement ("Temporary Construction Easement") consisting of a 0.034 acre (1,475 square feet) tract of land necessary for and during the construction of the roadway and related public improvements described above are more particularly described in Exhibit "C" and Exhibit "D" attached hereto and made a part hereof by reference.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The City Council hereby finds and determines that there is a public need and it is necessary for the health, safety, and welfare of the City of Plano, Texas to acquire fee simple title to the Property for roadway widening and related public improvements, which shall inure to the benefit of the public and the citizens of the City of Plano, Texas.

6-2

Section II. The City Council further finds and determines that there is a public need and it is necessary for the health, safety, and welfare of the City of Plano, Texas to acquire the Temporary Construction Easement to facilitate the roadway widening and related public improvements described in Section I above, which shall inure to the benefit of the public and the citizens of the City of Plano, Texas.

Section III. Prior to filing a Petition in Condemnation, the City Manager and his designees will provide to the Property owner a Property Owner's Bill of Rights Statement and attempt to agree with the Property owner regarding the compensation to be paid to the Property owner for the acquisition of the Property and Temporary Construction Easement by offering the Property owner an amount equal to fair market value.

Section IV. It is the intent of the City Council that this Ordinance authorize the condemnation of all Property required by the City's Engineering Department to construct the roadway and related public improvements in relation to the Project. If it is later determined that there are any errors in the descriptions contained in Exhibit "A", Exhibit "B", Exhibit "C", or Exhibit "D" the City Attorney or her designee is authorized to have such errors corrected without the necessity of obtaining a new City Council Ordinance authorizing the condemnation of the corrected Property.

Section V. All findings of fact, recitations and provisions set out in the preamble of this Ordinance are adopted and made a part of the body of this Ordinance, as if fully set forth herein.

Section VI. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the _____ day of June, 2009.

Phil Dyer, Mayor

ATTEST:

Diane Zucco, City Secretary

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

6-3

EXHIBIT "A"
CITY OF PLANO, TEXAS
CHAPARRAL ROAD WIDENING
PARCEL NO. 2ROW

RIGHT-OF-WAY ACQUISITION
16.485 ACRES (BY DEED)
DIVERSICON, INC.
CITY OF PLANO
COLLIN COUNTY, TEXAS

Being a 1.053 acre tract of land situated in the Jeremiah Muncy Survey, Abstract No. 621, City of Plano, Collin County, Texas and being a portion of a 16.485 acre tract of land (by deed) deeded to Diversicon, Inc., as recorded in Volume 4452, Page 2360 of the Deed Records of Collin County, Texas, said 1.053 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1 inch iron rod found for corner in the west line of said 16.485 acre tract of land, said 1 inch iron rod being in the existing east right-of-way line of Jupiter Road (a variable width right-of-way), said 1 inch iron rod also being the beginning of a non-tangent curve to the right having a radius of 935.00 feet, a central angle of 12 degrees 49 minutes 16 seconds and whose chord bears North 20 degrees 50 minutes 31 seconds East, a chord distance of 208.79 feet, from which a 1 inch iron rod found for corner in the west line of said 16.485-acre tract of land bears South 16 degrees 39 minutes 29 seconds West, a distance of 150.56 feet; **THENCE** with said non-tangent curve to the right, with the west line of said 16.485 acre tract of land and with the existing east right-of-way line of said Jupiter Road, an arc length of 209.23 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for the **POINT OF BEGINNING** of the herein described 1.053 acre tract of land, said 5/8 inch iron rod with cap stamped "GORRONDONA" having grid coordinates of N=7,077,971.60 and E=2,528,164.89, said 5/8 inch iron rod with cap stamped "GORRONDONA" also being in the proposed south right-of-way of Chaparral Drive (a variable width right-of-way), said 5/8 inch iron rod with cap stamped "GORRONDONA" also being the beginning of a curve to the right having a radius of 935.00 feet, a central angle of 04 degrees 03 minutes 29 seconds and whose chord bears North 29 degrees 16 minutes 54 seconds East, a chord distance of 66.21 feet;

THENCE with said curve to the right, with the west line of said 16.485 acre tract of land and with the existing east right-of-way line of said Jupiter Road, an arc length of 66.22 feet to a point for the northwest corner of said 16.485 acre tract of land, said point being the intersection of the existing east right-of-way line of said Jupiter Road with the existing south right-of-way line of said Chaparral Drive;

THENCE North 89 degrees 33 minutes 58 seconds East, with the north line of said 16.485 acre tract of land and with the existing south right-of-way line of said Chaparral Drive, a distance of 819.37 feet to a point for the northeast corner of said 16.485 acre tract of land, said point being the intersection of the existing south right-of-way line of said Chaparral Drive with the existing west right-of-way line of Cloverleaf Drive (a 50.0' right-of-way);

6.4

THENCE South 14 degrees 26 minutes 37 seconds West, with the east line of said 16.485 acre tract of land and with the west right-of-way line of said Cloverleaf Drive, passing at a distance of 49.55 feet a point for the north corner of Lot 1, Block E of Timber Brook North, an addition to the City of Plano, Collin County, Texas, as recorded in Cabinet K, Page 925 of the Plat Records of Collin County, Texas, in all, a distance of 75.03 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner, in the proposed south right-of-way line of said Chaparral Drive, said 5/8 inch iron rod with cap stamped "GORRONDONA" being in the west line of said Lot 1, from which a 1/2 inch iron rod found for the southwest corner of said Lot 1 bears South 14 degrees 26 minutes 37 seconds West, a distance of 172.55 feet;

THENCE North 45 degrees 06 minutes 08 seconds West, with the proposed south right-of-way line of said Chaparral Drive, a distance of 20.53 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner;

THENCE South 89 degrees 30 minutes 45 seconds West, with the proposed south right-of-way line of said Chaparral Drive, a distance of 347.05 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner;

THENCE North 89 degrees 07 minutes 42 seconds West, with the proposed south right-of-way line of said Chaparral Drive, a distance of 456.10 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner;

THENCE South 57 degrees 34 minutes 49 seconds West, with the proposed south right-of-way line of said Chaparral Drive, a distance of 18.22 feet to the **POINT OF BEGINNING** and containing 45,880 square feet or 1.053 acres of land, more or less.

Note: All bearings and coordinates are referenced to the Texas Coordinate System, NAD-83, the North Central Zone, based on City of Plano Monuments No. P8, and No. O8, with a surface factor for this project of 1.0001519781, distances and areas shown are surface.

Date: March 27, 2009

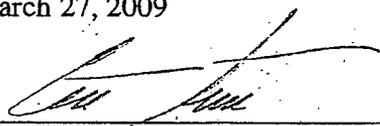
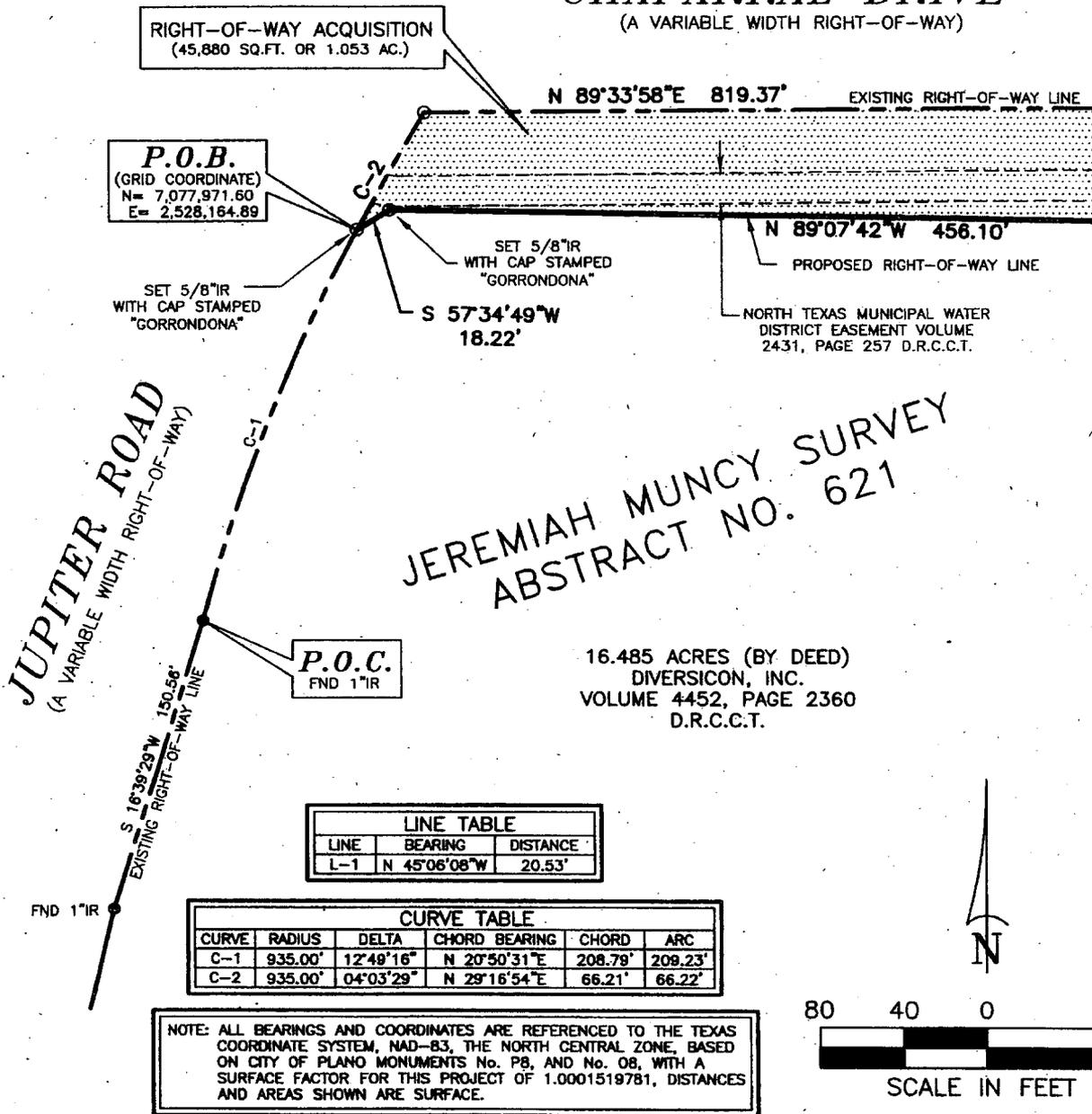
By: 
 Curtis Smith
 Registered Professional Land Surveyor,
 Texas No. 5494



EXHIBIT "B"

CHAPARRAL DRIVE

(A VARIABLE WIDTH RIGHT-OF-WAY)



MATCHLINE "A"



CITY OF PLANO, TEXAS
1520 AVENUE K • PLANO, TEXAS 75086-0358

CHAPARRAL ROAD WIDENING

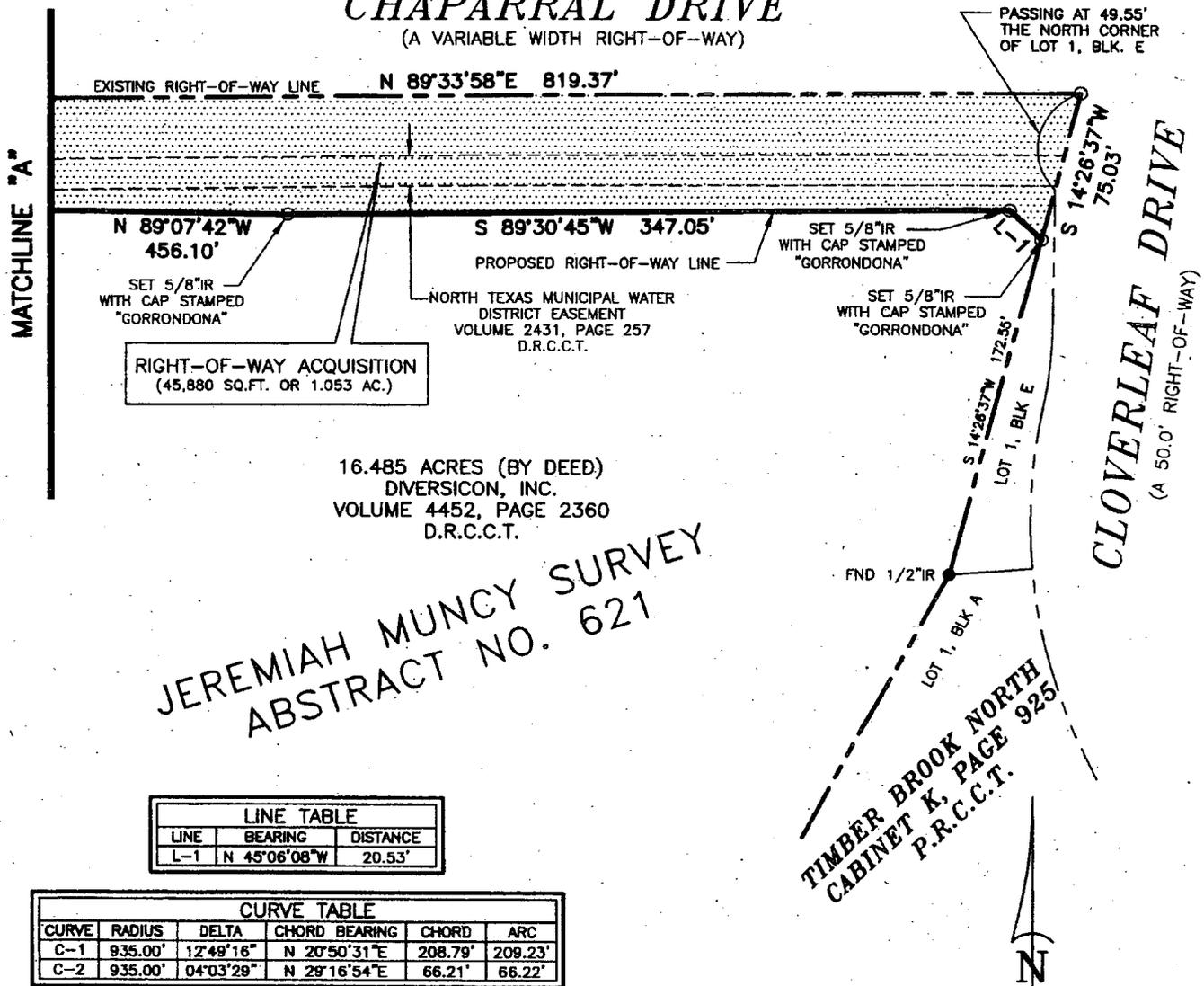
PARCEL NO. 2ROW		
OWNER: DIVERSICON, INC.		
LOCATION: CITY OF PLANO, COLLIN COUNTY, TEXAS		
PERMANENT RIGHT-OF-WAY ACQUISITION ACREAGE: 1.053 ACRES		
WHOLE PROPERTY ACREAGE: 16.485 ACRES (BY DEED)		
JOB NO. 0708-2098	DRAWN BY: T.T.W.	CADD FILE: 2098 ESMT.dwg
PAGE 1 OF 2	DATE: MARCH 27, 2008	SCALE: 1" = 80'

CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

6.6

EXHIBIT "B"

CHAPARRAL DRIVE (A VARIABLE WIDTH RIGHT-OF-WAY)



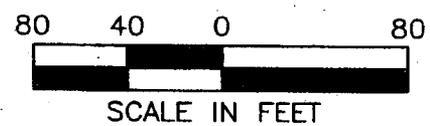
JEREMIAH MUNCY SURVEY
ABSTRACT NO. 621

16.485 ACRES (BY DEED)
DIVERSICON, INC.
VOLUME 4452, PAGE 2360
D.R.C.C.T.

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N 45°06'08"W	20.53'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	ARC
C-1	935.00'	12°49'16"	N 20°50'31"E	208.79'	209.23'
C-2	935.00'	04°03'29"	N 29°16'54"E	66.21'	66.22'

NOTE: ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE, BASED ON CITY OF PLANO MONUMENTS No. P8, AND No. O8, WITH A SURFACE FACTOR FOR THIS PROJECT OF 1.0001519781, DISTANCES AND AREAS SHOWN ARE SURFACE.



THE CITY OF PLANO, TEXAS
1520 AVENUE K • PLANO, TEXAS 75086-0358

CHAPARRAL ROAD WIDENING

PARCEL NO. 2ROW		
OWNER: DIVERSICON, INC.		
LOCATION: CITY OF PLANO, COLLIN COUNTY, TEXAS		
PERMANENT RIGHT-OF-WAY ACQUISITION ACREAGE: 1.053 ACRES		
WHOLE PROPERTY ACREAGE: 16.485 ACRES (BY DEED)		
JOB NO. 0708-2098	DRAWN BY: T.T.W.	CADD FILE: 2098 ESMT.dwg
PAGE 2 OF 2	DATE: MARCH 27, 2009	SCALE: 1" = 80'
GORRONDONA & ASSOCIATES, INC. • 6707 BRENTWOOD STAIR ROAD, SUITE 50 FORT WORTH, TX. 76112 • PH. 817/496-1424 FAX 817/496-1768		

CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

6.7

EXHIBIT "C"
CITY OF PLANO, TEXAS
CHAPARRAL ROAD WIDENING
PARCEL NO. 2TE

TEMPORARY CONSTRUCTION EASEMENT
16.485 ACRES (BY DEED)
DIVERSICON, INC.
CITY OF PLANO
COLLIN COUNTY, TEXAS

Being a temporary construction easement situated in the Jeremiah Muncy Survey, Abstract No. 621, City of Plano, Collin County, Texas and being a portion of a 16.485 acre tract of land (by deed) deeded to Diversicon, Inc., as recorded in Volume 4452, Page 2360 of the Deed Records of Collin County, Texas, said temporary construction easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1 inch iron rod found for corner in the west line of said 16.485 acre tract of land, said 1 inch iron rod being in the existing east right-of-way line of Jupiter Road (a variable width right-of-way), said 1 inch iron rod being the beginning of a non-tangent curve to the right having a radius of 935.00 feet, a central angle of 16 degrees 52 minutes 45 seconds and whose chord bears North 22 degrees 52 minutes 15 seconds East, a chord distance of 274.45 feet, from which a 1 inch iron rod found for corner in the west line of said 16.485 acre tract of land bears South 16 degrees 39 minutes 29 seconds West, a distance of 150.56 feet; **THENCE** with said non-tangent curve to the right, with the west line of said 16.485 acre tract of land and with the existing east right-of-way line of said Jupiter Road, an arc length of 275.45 feet to a point for the intersection of the existing east right-of-way line of said Jupiter Road with the existing south right-of-way line of Chaparral Drive (a variable width right-of-way); **THENCE** North 89 degrees 33 minutes 58 seconds East, with the north line of said 16.485 acre tract of land and with the existing south right-of-way line of said Chaparral Drive, a distance of 819.37 feet to a point for the northeast corner of said 16.485 acre tract of land, said point being the intersection of the existing south right-of-way line of said Chaparral Drive with the existing west right-of-way line of Cloverleaf Drive (a 50.0' right-of-way); **THENCE** South 14 degrees 26 minutes 37 seconds West, with the east line of said 16.485 acre tract of land and with the existing west right-of-way line of said Cloverleaf Drive, passing at a distance of 49.55 feet a point for the north corner of Lot 1, Block E of Timber Brook North, an addition to the City of Plano, Collin County, Texas, as recorded in Cabinet K, Page 925 of the Plat Records of Collin County, Texas, in all, a distance of 77.57 feet to the **POINT OF BEGINNING** of the herein described temporary construction easement, said point having grid coordinates of N=7,077,960.44 and E=2,528,997.14, said point also being in the west line of said Lot 1, said point also being the southeast corner of a Street, Drainage, Utility and Slope Easement as shown on Plat of Timber Brook North, an addition to the City of Plano, Collin County, Texas, as recorded in Cabinet K, Page 925 of the Plat Records of Collin County, Texas;

THENCE South 14 degrees 26 minutes 37 seconds West, with the east line of said 16.485 acre tract of land and with the west line of said Lot 1, a distance of 25.34 feet to a point for corner from which a 1/2 inch iron rod found for the southwest corner of said Lot 1 bears South 14 degrees 26 minutes 37 seconds West, a distance of 144.67 feet;

6-8

- THENCE** North 88 degrees 55 minutes 04 seconds West, a distance of 57.22 feet to a point for corner;
- THENCE** North 01 degrees 04 minutes 56 seconds East, a distance of 40.00 feet to a point for corner in the proposed south right-of-way line of said Chaparral Drive;
- THENCE** North 89 degrees 30 minutes 45 seconds East, with the proposed south right-of-way line of said Chaparral Drive, a distance of 2.48 feet to a point for corner in the west line of said Street, Drainage, Utility and Slope Easement;
- THENCE** South 00 degrees 21 minutes 09 seconds East, with the west line of said Street, Drainage, Utility and Slope Easement, a distance of 17.04 feet to a point for the southwest corner of said Street, Drainage, Utility and Slope Easement;
- THENCE** North 89 degrees 32 minutes 15 seconds East, with the south line of said Street, Drainage, Utility and Slope Easement, a distance of 60.19 feet to the **POINT OF BEGINNING** and containing 1,475 square feet or 0.034 acres of land, more or less.

Note: All bearings and coordinates are referenced to the Texas Coordinate System, NAD-83, the North Central Zone, based on City of Plano Monuments No. P8, and No. O8, with a surface factor for this project of 1.0001519781, distances and areas shown are surface.

Date: May 1, 2009

By: _____

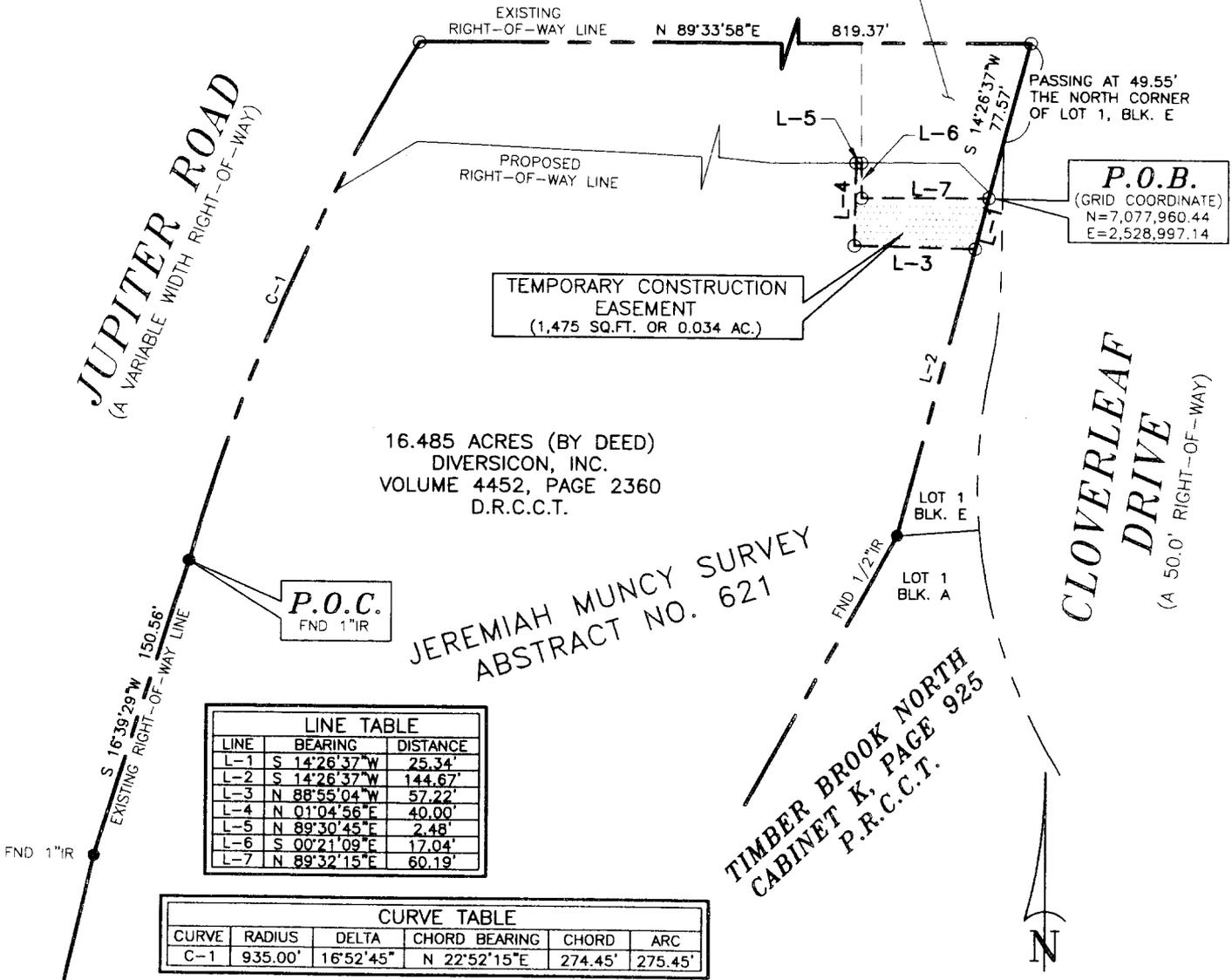
Curtis Smith
Registered Professional Land Surveyor,
Texas No. 5494



EXHIBIT "D"

CHAPARRAL DRIVE
(A VARIABLE WIDTH RIGHT-OF-WAY)

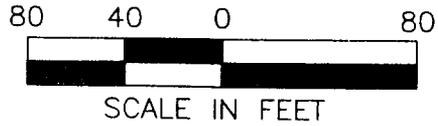
STREET, DRAINAGE, UTILITY AND SLOPE EASEMENT AS SHOWN ON PLAT OF TIMBER BROOK NORTH CABINET K, PAGE 925 P.R.C.C.T.



LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S 14°26'37"W	25.34'
L-2	S 14°26'37"W	144.67'
L-3	N 88°55'04"W	57.22'
L-4	N 01°04'56"E	40.00'
L-5	N 89°30'45"E	2.48'
L-6	S 00°21'09"E	17.04'
L-7	N 89°32'15"E	60.19'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	ARC
C-1	935.00'	16°52'45"	N 22°52'15"E	274.45'	275.45'

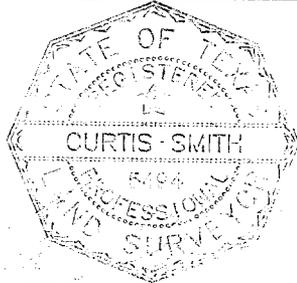
NOTE: ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE, BASED ON CITY OF PLANO MONUMENTS No. PB, AND No. OB, WITH A SURFACE FACTOR FOR THIS PROJECT OF 1.0001519781, DISTANCES AND AREAS SHOWN ARE SURFACE.



CITY OF PLANO, TEXAS
1520 AVENUE K • PLANO, TEXAS 75086-0358

CHAPARRAL ROAD WIDENING

PARCEL NO. 2TE
OWNER: DIVERSICON, INC.
LOCATION: CITY OF PLANO, COLLIN COUNTY, TEXAS
TEMPORARY CONSTRUCTION EASEMENT ACREAGE: 0.034 ACRES
WHOLE PROPERTY ACREAGE: 16.485 ACRES (BY DEED)



CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

APR 20 2009
DRAWN BY: T.T.W. CADD FILE: 2098 ESMT.dwg
PAGE 1 OF 1 DATE: MAY 1, 2009 SCALE: 1" = 80'



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>JS</i>	6-10-09
Council Meeting Date:	6/22/09	Budget	C.S.	6-11-09
Department:	Planning	Legal	<i>PM</i>	
Department Head	Phyllis Jarrell	Assistant City Manager		
Dept Signature:	<i>P. Jarrell</i>	Deputy City Manager	<i>[Signature]</i>	6/12/09
		City Manager	<i>[Signature]</i>	6/15/09
Agenda Coordinator (include phone #): T. Stuckey, ext 7156				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PUBLIC HEARING				
CAPTION				
Public Hearing and Consideration of Zoning Case 2009-01 - Request for a Specific Use Permit for Arcade on 2.3± acres located on the south side of Chase Oaks Boulevard, 300± feet west of U.S. Highway 75. Tabled 03/23/09 and 05/26/09.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
COMMENTS: This item has no fiscal impact.				
SUMMARY OF ITEM				
This item must be removed from the table. The applicant has requested that this item be withdrawn from consideration. Staff recommends that Council accept the applicant's request to withdraw.				
List of Supporting Documents: Letter from applicant		Other Departments, Boards, Commissions or Agencies		

May 22, 2009

Ms. Tina Firgens
City of Plano
Development Services Department
1520 K Avenue
Plano, Texas 75086

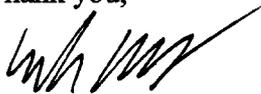
**RE: Legacy Central Theater Addition
Lot 7R, Block A
SUP Request for Arcade**

Dear Ms. Firgens:

As the applicant's representative for the above-referenced project, we respectfully request that the SUP Request for Arcade, presently scheduled for the June 22nd, 2009 Plano City Council meeting, be withdrawn.

If you have any questions or require any additional information at this time, please call me at (972) 359-1733.

Thank you,



Seth Kelly, P.E.
Project Manager
RLK Engineering, Inc.

7-2

DATE: March 3, 2009
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of March 2, 2009

**AGENDA ITEM NO. 6A - PUBLIC HEARING
ZONING CASE 2009-01
APPLICANT: GBRE, LLC**

Request for a Specific Use Permit for Arcade on 2.3± acres located on the south side of Chase Oaks Boulevard, 300± feet west of U.S. Highway 75. Zoned Corridor Commercial.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 1 **OPPOSE:** 1

LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA: **SUPPORT:** 0 **OPPOSE:** 0

PETITION(s) RECEIVED: N/A **# OF SIGNATURES:** N/A

STIPULATIONS:

Recommended for approval subject to City Council waiving the 300 foot distance requirement from residentially-zoned property.

FOR CITY COUNCIL MEETING OF: March 23, 2009 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/dc

xc: Daniel Burgess, GBRE, LLC
Seth Kelly, RLK Engineering, Inc.

CITY OF PLANO
PLANNING & ZONING COMMISSION

March 2, 2009

Agenda Item No. 6A

Public Hearing: Zoning Case 2009-01

Applicant: GBRE, LLC

DESCRIPTION:

Request for a Specific Use Permit for Arcade on 2.3± acres located on the south side of Chase Oaks Boulevard, 300± feet west of U.S. Highway 75. Zoned Corridor Commercial.

REMARKS:

The requested zoning is a Specific Use Permit (SUP) for Arcade in a proposed commercial amusement (indoor) building. An arcade is defined as an establishment with six or more player-operated skill or amusement machines, or a combination of six or more such machines and/or connected control panels that provide access to the machines. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application. The arcade will be operated in conjunction with a restaurant and commercial amusement (indoor) business.

The Zoning Ordinance prohibits arcades from being located within 300 feet of any church or residential zoning district, and within 1,000 feet of any public or parochial school. This site is approximately 50 feet south of a residential zoning district; however, the area is developed as a golf course. The closest residential development is a multifamily development approximately 900 feet to the west. The Zoning Ordinance allows City Council to waive the 300 foot distance requirement if it finds that the issuance of the SUP would not be detrimental to the public health, safety, or general welfare, or otherwise offensive to the residentially-zoned area. The applicant is requesting a waiver of the 300 foot distance requirement.

RECOMMENDATIONS:

Recommended for approval subject to City Council waiving the 300 foot distance requirement from residentially-zoned property.

7-4