

PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. ON TUESDAY, MARCH 4, 2008, FOLLOWED BY PRELIMINARY OPEN MEETING IMMEDIATELY THEREAFTER, 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. | Security | Rushin | 10 min. |
| | A. Deliberations regarding deployment and implementation of security personnel and devices, and a security audit. | | |
| III. | Economic Development | Muehlenbeck | 15 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. | Discussion and Direction re Cell Phone Use in School Zones | Rushin | 15 min. |
| III. | Council items for discussion/action on future agendas | Council | 5 min. |
| IV. | Consent and Regular Agenda | Council | 5 min. |

- | | | | |
|----|-----------------|---------|--------|
| V. | Council Reports | Council | 5 min. |
| | A. | | |
| | B. | | |
- Council May Receive Information, discuss and provide direction on the following reports:
- Council may receive reports from its other members who serve as liaisons to boards, commissions, and committees

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: March 4, 2008

CALL TO ORDER: 7:00 p.m.

INVOCATION: Rabbi Stefan Weinberg
Congregation Anshai Torah

PLEDGE OF ALLEGIANCE: Brownie Troop 1522
Shepard Elementary

ITEM NO.	EXPLANATION	ACTION TAKEN
	<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>THE CITY SECRETARY RECEIVES SPEAKER CARDS AT THE BEGINNING OF THE MEETING</u></p> <p><u>OATHS OF OFFICE</u></p> <p><u>Senior Citizens Advisory Board</u> Robert D. Albrecht Don Mack</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>BOARD AND COMMISSION REPORT</u></p> <p>Transportation Advisory Committee - Borivoje Dedeitch, Chair</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>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p><u>Approval of Minutes</u> February 21, 2008 February 25, 2008</p> <p><u>Approval of Expenditures</u></p> <p>Purchase from Existing Contract/Agreement: (Purchase of products/services through Cooperative Purchasing Interlocal Contract with another governmental/quasi-governmental agency or an additional purchase from current City of Plano annual purchase agreement).</p>	
(b)	<p>To approve the purchase of one (1) Vacuum Excavator Truck Body in the amount of \$173,440 from CLS/Balar Equipment Co. through an existing contract/agreement with Texas Association School Buyboard Purchase Program, and authorizing the City Manager to execute all necessary documents. (#270-07)</p>	
(c)	<p>To approve the purchase of three (3) Jacobsen Mowers in the amount of \$66,311 from Luber Bros. through an existing contract/agreement with Texas Association School Buyboard Purchase Program, and authorizing the City Manager to execute all necessary documents. (#225-05)</p>	
(d)	<p>To approve the purchase of three (3) Ford F-450 Cab/Chassis with Dump Body in the amount of \$109,188 from Philpott Motor Company, through an existing contract/agreement with Texas Association School Buyboard Purchase Program, and authorizing the City Manager to execute all necessary documents. (#281-07)</p>	
(e)	<p>To approve the purchase of one (1) Sterling LT 8500 Chassis in the amount of \$72,676 from Duncan Freightliner through an existing contract/agreement with Texas Association School Buyboard Purchase Program, and authorizing the City Manager to execute all necessary documents. (#281-07)</p>	
(f)	<p>To approve the purchase of one (1) Horton Medium Duty Ambulance in the amount of \$226,515 from Professional Ambulance through an existing contract/agreement with Texas Association School Buyboard Purchase Program, and authorizing the City Manager to execute all necessary documents. (#246-06)</p>	
(g)	<p>To approve the purchase of one (1) Progressive Roller Mower; one (1) Zero Turn Mower; one (1) Versa Vac Sweeper; one (1) Sane Pro/Infield Ball Field Conditioner and one (1) Aerator ProCore in the amount of \$96,245 from Professional Turf Products through an existing contract/agreement with Texas Association of School Buyboard Purchase Program and authorizing the City Manager to execute all necessary documents. (#225-05)</p>	
(h)	<p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p> <p>To approve a contract made and entered into by and between the City of Plano and the Board of Trustees of the Plano Independent School District and Sharon Rowe, the Elections Administrator of Collin County, Texas, pursuant to the authority in Subchapter D, Section 31.092 of Chapter 31, of the Texas Election Code, regarding the coordination, supervision, and running of the City's May 10, 2008, General Election in the estimated amount of \$21,114.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Adoption of Resolutions</u></p> <p>(i) To approve a Second Modification to a Lease Agreement by and between the City of Plano, Texas and Plano Sports Authority, Inc. so as to decrease the size of the lease area and to increase the percentage allowed for leasehold financing; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(j) To approve the terms and conditions of a real estate contract by and between the City of Plano, Texas, and Darla C. Brodsky Irrevocable Marital Deduction Trust, Michael Backer, Robert J. Ziff Associates, Ziff Investment Partners and Pacific West for the purchase of 16,052 square feet of land located on the east side of Communications Parkway south of Spring Creek Parkway in the Henry B. Miller Survey, Abstract No. 614, in the City of Plano, Collin County Texas; authorizing its execution by the City Manager; and providing an effective date.</p> <p><u>Adoption of Ordinances</u></p> <p>(k) To amend Ordinance No. 2008-2-10, to provide for additional early voting locations during the City's General Election to be held on May 10, 2008; and providing an effective date.</p> <p>(l) To abandon all right, title and interest of the City, in and to a portion of those certain sanitary sewer easements recorded in Volume 1509, Page 40, and Volume 2730, Page 626 of the Land Records of Collin County, Texas, being situated in the William Beverly Survey, Abstract No. 75, which is located within the City limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easements to the abutting property owners, Rosewood Properties, Inc. and Rosewood Real Estate Investment, Inc., to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date.</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>	



Pat Evans
Mayor

Sally Magnuson
Mayor Pro Tem

Jean Callison
Deputy Mayor Pro Tem

Shep Stahel
Place 1

Scott Johnson
Place 2

Loretta Ellerbe
Place 3

Harry LaRosiliere
Place 5

Lee Dunlap
Place 8

Thomas H. Muehlenbeck
City Manager

February 26, 2008

Mayor Pat Evans
City Council Members
City of Plano
Plano, TX 75074

Honorable Mayor and City Council:

We will begin Executive Session on Tuesday at 5:00 p.m. with legal advice from the City Attorney. Chief Rushin and staff will discuss implementation of security personnel and devices, as well as a security audit. We will also discuss potential business prospects.

The Preliminary Open Meeting will consist of discussion of items slated for future council agendas.

I look forward to seeing you on Tuesday.

Sincerely yours,

Thomas H. Muehlenbeck
City Manager

THM/cp



P.O. Box 860358
Plano, Texas 75086-0358
972-424-5678
Fax 972-424-0099
<http://www.planopolice.org>

MEMORANDUM

DATE: February 25, 2008
TO: Gregory W. Rushin, Chief of Police
FROM: Jeff Wise, Lieutenant, Traffic/NPO Units
SUBJECT: Ban of Cell Phone Use in School Zones

The Issue

Recently, a number of local cities within the Dallas/Fort Worth metropolitan area have implemented city ordinances banning the use of cell phones in a school zone, during school zone enforcement periods. To date, Flower Mound, University Park, and Highland Park have enacted such ordinances. Several other cities are considering enacting similar prohibitions. The goal of these ordinances is to improve traffic safety in school zones by reducing driver distraction that could lead to a crash.

The ordinances adopted by Flower Mound, Highland Park, and University Park are identical in scope and language. Each ordinance bans the use of a hand-held cell phone while operating a motor vehicle in a school zone, during school zone hours. These ordinances also ban electronic messaging (text, email, etc.) while in a school zone. However, these ordinances do not ban the use of hands-free use of a cell phone. These ordinances provide a number of exceptions to prosecution. They include the use of a hand-held cell phone by an emergency responder while performing their official duties, and the use of a hand-held cell phone for emergency purposes. These ordinances also require posting of signs advising drivers of the ordinance. Finally, these ordinances call for a penalty not to exceed \$200 for violating the provisions of the ordinance.

The Dallas city ordinance is similar to the ordinances enacted by Flower Mound, Highland Park, and University Park. The Dallas ordinance also calls for a \$200 fine. However, rather than providing a list of exceptions to prosecution, the Dallas ordinance provides for a list of defenses to prosecution. These defenses are identical to the exceptions listed by Flower Mound, Highland Park, and University Park. Additionally, the Dallas ordinance provides greater detail in their definitions.

The Problem

Driver distraction continues to be a significant cause of all crashes nationwide. According to the AAA Foundation for Traffic Safety, *“Driving a vehicle is a psychomotor task, and continually monitoring the roadway and anticipating the actions of other drivers are critical for safely operating a motor vehicle. A distracted or inattentive driver is likely to have delayed recognition or no recognition of information necessary for safe driving (Stutts et al. 2003). Driver distraction and inattention have been cited frequently as contributing factors in crashes; for*

11-a

example: the Indiana Tri-Level Study (Treat et al. 1979) and the Hendricks, Fell, and Freedman (1999) crash-causation study both found that driver inattention contributed to at least 20% of the crashes studied. A more recent study suggests that visual inattention and engagement in secondary tasks contributed to nearly 60% of crashes (Klauer, Dingus, Neale, Sudweeks, and Ramsey 2006). Driver distraction and inattention is a contributing factor in 8% to 12% of tow-away crashes (Stutts, Reinfurt, and Rodgman 2001; Wang, Knippling, and Goodman 1996), and according to recent data from NHTSA's Fatality Analysis Reporting System (FARS), a census of all fatal motor vehicle crashes occurring on public roadways in the United States, police indicate that driver inattention is a contributing factor in roughly 10% of all fatal crashes annually." Cell phone use by drivers has been of growing concern, and the subject of greater scrutiny, within the traffic safety community. For a number of years various organizations have studied the impact cell phone use has had on traffic safety. These organizations include the National Highway Traffic Safety Administration (NHTSA), the Insurance Institute for Highway Safety, the University of Utah, the AAA Foundation for Traffic Safety, and Virginia Tech Transportation Institute (VTTI).

Some feel the use of a hands-free device will reduce driver distraction, and as a result reduce the likelihood of being involved in a crash. Recent studies have concluded the use of hands-free devices have no affect on driver distraction. They claim the conversation, not the use of the phone, creates a significant distraction. According to a study conducted by NHTSA and VTTI, "The most common distraction for drivers is the use of cell phones. However, the number of crashes and near-crashes attributable to dialing is nearly identical to the number associated with talking or listening. Dialing is more dangerous but occurs less often than talking or listening." Furthermore, a 2005 study conducted by the Insurance Institute for Highway Safety in Perth, Australia, found drivers using cell phones are four times more likely to be involved in an injury crash. This same study claimed restricting cell phone use to hands-free devices would not improve driver safety. A study conducted by the University of Utah in 2006 supported the study in Perth, which concluded, "Talking on a cell phone is as dangerous as driving drunk, even if the phone is a hands-free model." The University of Utah study concluded, "Motorists who talked on hands-free cell phones were 18 percent slower in braking."

According to a July 2007 study conducted by the National Highway Traffic Safety Administrations (NHTSA) and the National Center for Statistics and Analysis (NCSA), cell phone use by drivers decreased for the first time since 2000, when these two organizations began studying this topic. In 2006, 5% of drivers used hand-held cell phones, down from 6% in 2005.

Nationwide Mutual Insurance Company conducted a survey of dangerous driver behavior in 2006. They surveyed 1,200 drivers and determined 73% used their cell phone while driving. Furthermore, 19% advised they text message while driving. This is concerning in light of the results of the study completed by Liberty Mutual Research Institute for Safety, in partnership with Students Against Destructive Decisions (SADD). This study indicated that 37% of the teens surveyed felt text message was extremely or very distracting.

City of Plano Crash Statistics

11-B

As part of this review, I evaluated crash data to determine the extent cell phone use contributes to crashes in the City of Plano. As part of this review, I studied juvenile crashes and juvenile crashes involving the use of a cell phone. Furthermore, I reviewed pedestrian and bicyclist crash data in school zones.

From 2003 through 2007, the Plano Police Department investigated 280 crashes where the use of a cell phone contributed to the cause of the crash. Of these, only two occurred in a school zone, during school zone hours. Cell phone use in a school zone was a factor in less than one percent (.714) of all cell phone crashes. Furthermore, during this time-period, the Plano Police Department investigated 29,286 crashes. As you can see, the use of a cell phone was a factor in less than one percent of all crashes. Finally, during this time-period juvenile drivers (16 years-old and younger) were involved in 16 crashes in which a cell phone was a contributing factor in the crash. None of these occurred in a school zone. During this time-period, juvenile drivers were involved in 1,321 crashes. The use of a cell phone as a factor in a teen driver crash accounts for 1.2% of all teen driver crashes. Furthermore, teen drivers accounted for 4.5% of all crashes investigated between 2003 and 2007.

The Plano Police Department investigated 252 crashes involving a pedestrian from 2003 through 2007. Of these, 73 involved a juvenile (28.968%). Additionally, 2 (or 2.7%) of the 73 juvenile pedestrian crashes occurred in a school zone. As you can see, less than one percent (.79%) of all of our pedestrian crashes involved a juvenile in a school zone. During this time-period, the Plano Police Department investigated 195 crashes involving a bicyclist. Of these, 103 (52.8%) involved a juvenile cyclist. Furthermore, 12 of these juvenile cyclist crashes (11.65%) occurred in a school zone. As you can see, 6.15% of our cyclist crashes involved a juvenile rider in a school zone.

The following table depicts the data used above:

Speed	2003	2004	2005	2006	2007	Total
Speed School Zone Citations	1,988	2,494	1,980	1,920	2,150	10,532
Disregard Crossing Guard	3	4	8	5	3	23
Total Speed Citations (city wide)	29,354	27,127	25,543	24,415	21,272	127,711
Crashes	2003	2004	2005	2006	2007	Total
Total City Crashes	5,511	5,620	6,068	6,050	6,037	29,286
Total Juvenile Crashes	275	265	267	271	243	1,321
Juvenile Cell Phone Crashes	6	1	5	2	2	16
Juvenile Cell Phone School Zone Crashes	0	0	0	0	0	0
Total Cell Phone Crashes	53	39	69	68	51	280
School Zone Cell Phone Crashes	1	0	0	0	1	2
Pedestrian Crashes	40	57	44	44	67	252
Pedestrian/Juvenile Crashes	15	16	14	10	18	73
School Zone Pedestrian/Juvenile Crashes	1	2	2	1	1	7
Cyclist Crashes	30	33	36	59	37	195
Juvenile/Cyclist Crashes	18	21	18	30	16	103
School Zone Juvenile/Cyclist Crashes	5	3	1	3	0	12

Cost

II-C

Transportation Engineering estimates we will need to install 560 signs and poles, along with 720 markings. Additionally, Engineering estimates each sign and pole set will cost \$250, for a total cost of \$140,000 to provide necessary warnings to drivers.

11-D

Discussion/Action Items for Future Council Agendas

2008

March 8 – 12 – NLC Congressional Cities Conference

March 17 – 19 – Plano hosts Texas Emergency Mgmt Symposium, Southfork Hotel

March 18 – Public Art Input Meeting for Fire Station 1, 7 p.m.

***March 25 – Council Candidate Briefing, 8:30 a.m., TRA**

Cultural Affairs Commission

Mobility Report

DART Report

Comprehensive Monthly Financial Report

3-Year Financial Forecast

Public Hearing: Zoning Case 2007-61 - Request to rescind Specific Use Permit #207 for Private Club on one lot on 1.0± acre located on the east side of Preston Road, 1,370± feet north of Park Boulevard. Zoned Retail. **Applicant: City of Plano**

Public Hearing: Zoning Case 2008-01 - Request to rescind Specific Use Permit #367 for Private Club on one lot on 0.9± acre located on the north side of 18th Street, 200± feet west of K Avenue. Zoned Downtown Business/Government. **Applicant: City of Plano**

Public Hearing: Zoning Case 2008-02 - Request to rescind Specific Use Permit #372 for Private Club on one lot on 2.3± acres located on the east side of U.S. Highway 75, 1,660± feet north of Parker Road. Zoned Corridor Commercial. **Applicant: City of Plano**

Public Hearing: Zoning Case 2008-03 - Request to rescind Specific Use Permit #373 for Private Club on one lot on 0.1± acre located on the north side of Spring Creek Parkway, 625± feet west of Coit Road. Zoned Retail. **Applicant: City of Plano**

Public Hearing: Zoning Case 2008-04 - Request to rescind Specific Use Permit #392 for Private Club on one lot on 0.7± acre located at the northwest corner of Park Boulevard and Ohio Drive. Zoned Retail. **Applicant: City of Plano**

Public Hearing: Zoning Case 2008-05 - Request to rescind Specific Use Permit #397 for Private Club on one lot on 0.2± acre located on the west side of Dallas North Tollway, 1,340± feet north of Parker Road. Zoned Regional Commercial. **Applicant: City of Plano**

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Public Hearing: Zoning Case 2008-06 - Request to rescind Specific Use Permit #401 for Private Club on one lot on 1.5± acres located on the west side of Dallas North Tollway, 1,200± feet north of Parker Road. Zoned Regional Commercial. **Applicant: City of Plano**

Public Hearing: Zoning Case 2008-07 - Request to rescind Specific Use Permit #405 for Private Club on one lot on 0.1± acre located 380± feet west of Coit Road, 750± feet north of Spring Creek Parkway. Zoned Retail. **Applicant: City of Plano**

Public Hearing: Zoning Case 2008-08 - Request to rescind Specific Use Permit #408 for Private Club on one lot on 0.2± acre located 50± feet west of Preston Road, 50± feet north of Lorimar Drive. Zoned Planned Development-447-Retail/Multifamily Residence-2. **Applicant: City of Plano**

March 26 – Management Team Meeting, TMC, 9:30 a.m.

April 2 – VIP Recognition Program, 7 p.m.

April 4 – Oak Point Park Nature Preserve Groundbreaking, 10 a.m.

April 12 – Live Green Expo, Plano Centre

April 14
Public Art Committee

April 26 – FD Appreciation Picnic, Bob Woodruff Park, 12 – 5 p.m.

April 28
Community Relations Commission
Mobility Report
DART Report
Comprehensive Monthly Financial Report

May 10 – Election Day
Police Department's 50th Anniversary Open House, 10 a – 3 p.m.

May 12
Heritage Commission
Law Enforcement Memorial Service, 1 p.m.

May 20 – Canvass Day

May 26 – Memorial Day – Memorial Day Observance, 8:30 a.m.

May 27

Planning and Zoning Commission
Mobility Report
DART Report
Comprehensive Monthly Financial Report

June 5 – District 3 Roundtable, PSA StarCenter, 7 p.m.

June 9

Transition and Revitalization Commission

June 21 – Runoff Election, if necessary

June 23

Board of Adjustment
Mobility Report
DART Report
Comprehensive Monthly Financial Report

June 25 – City Council Retreat

June 27 – 29 – TCMA Conference, Arlington, Texas

June 30 – Runoff Canvass, if necessary

July 4 – Independence Day

July 28

Building Standards Commission
Mobility Report
DART Report
Comprehensive Monthly Financial Report

***July 30**

Budget Council Meeting

August 11

Retirement Security Plan Committee

August 21 – District 4 Roundtable, PSA StarCenter, 7 p.m.

August 25

Parks and Recreation Planning Board
Mobility Report
DART Report
Comprehensive Monthly Financial Report

September 1 – Labor Day

September 8

Self Sufficiency Committee

September 19 – 24, ICMA Annual Conference, Richmond, VA

September 22

Plano Housing Authority

Mobility Report

DART Report

Comprehensive Monthly Financial Report

October 13

TIF, No 1 & 2

October 27

Youth Advisory Commission

Mobility Report

DART Report

Comprehensive Monthly Financial Report

October 29 – 31 – TML Annual Conference, San Antonio

November 10

November 11 – 15 – NLC Congress of Cities, Orlando, FL

November 20 – District 2 Roundtable, Tom Muehlenbeck Center, 7 p.m.

November 24

Mobility Report

DART Report

Comprehensive Monthly Financial Report

November 27 & 28 – Thanksgiving Holidays

December 8

December 18 – Employee Holiday Luncheon, Plano Centre, 11 a – 1 p

December 22

Mobility Report

DART Report

Comprehensive Monthly Financial Report

December 25 & 26 – Christmas & Winter Holidays

III d

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
February 25, 2008**

COUNCIL MEMBERS

Pat Evans, Mayor
Sally Magnuson, Mayor Pro Tem
Jean Callison, Deputy Mayor Pro Tem
Shep Stahel
Scott Johnson
Loretta Ellerbe
Harry LaRosiliere
Lee Dunlap

STAFF

Thomas H. Muehlenbeck, City Manager
Frank Turner, Executive Director
Bruce Glasscock, Executive Director
Rod Hogan, Executive Director
Diane C. Wetherbee, City Attorney
John Gilliam, First Assistant City Attorney
Diane Zucco, City Secretary

Mayor Evans called the meeting to order at 5:11 p.m., Monday, February 25, 2008, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Member LaRosiliere who arrived at 5:18 p.m. Mayor Evans 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 and discuss Litigation, Section 551.071 and to discuss 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 Evans reconvened the meeting back into the Preliminary Open Meeting at 6:25 p.m. in the Council Chambers where the following matters were discussed:

Consideration and Action Resulting From Executive Session

No items were brought forward for consideration.

Personnel Appointments

Global Advisory Committee

Upon a motion made by Mayor Pro Tem Magnuson and seconded by Council Member LaRosiliere, the Council voted 8-0 to appoint Kenneth A. Roberts as Chair. The Council deferred appointment of a member.

Senior Citizens Advisory Board

Upon a motion made by Council Member Johnson and seconded by Council Member Dunlap, the Council voted 8-0 to appoint Don Mack as an interim member with a term expiring October 2008 and Robert D. Albrecht as an interim member with a term expiring October 2009.

DART Report

DART Representative Linda Paulk spoke to new parking spaces planned at the Parker Road and Bush Turnpike stations; advised that DART has applied to the North Central Council of Governments for toll road funding for the northwest Plano Park & Ride; and spoke regarding review of the preliminary Texas Department of Transportation layout for double-track crossing at Cotton Belt Rail/U.S. 75. She spoke regarding senior transportation services including DART plans for Plano bus/flexible service, changes expected in early 2009 and the City's pursuit of other senior-oriented services. Ms. Paulk spoke to sales tax collections, HOV expansion including the installation of new signage and evaluation of an additional access point for US 75 and the upward trend in ridership. She spoke to the Green Line expansion between north Carrollton/Pleasant Grove remaining on schedule, and advised regarding the status of the Irving/Rowlett Program, and bus service changes in Plano. Ms. Paulk responded to Council Member Dunlap, stating that the increase in ridership is not related to a capacity increase.

Mobility Report

Transportation Engineering Manager Neal spoke regarding three additional traffic signals planned for construction and responded to Council Member Stahel regarding traffic considerations in the design of the 18th Street/G Street intersection. He presented the Annual Traffic Safety Report addressing signal retiming, a flattening out in the number of collisions with a reduction in nighttime collisions, a downtrend in bicycle accidents and an uptrend in pedestrian accidents at non-intersection locations. Mr. Neal spoke regarding collision trends related to various age groups and responded to Council Member LaRosiliere regarding the location of the signal planned for McKamy Trail and Midway Road.

Comprehensive Monthly Financial Report

Director of Finance McGrane advised the Council regarding the report for the month of January 2008, stating that the General Fund is slightly behind where it was last year, property tax collections are up from last year as well as water/sewer revenues. He spoke to an increase in golf course revenues, a slight increase in the City's unemployment rate, and a leveling off of refuse collections. Mr. McGrane spoke to a decline in single-family housing starts, but advised that the average selling price and price per square foot figures were good. He spoke to the decline in annualized building permits, reviewed trends for hotel/motel occupancy, and spoke to diversification in the portfolio with concentration on liquid monies due to possible rate changes. Mr. McGrane responded to Council Member LaRosiliere, advising that February sales tax revenue will be down. City Manager Muehlenbeck spoke to importance of an effective reservations system in relation to hotel/motel occupancy.

Council Items for Discussion/Action on Future Agendas

No items were discussed.

Consent and Regular Agendas

Council Member LaRosiliere advised that due to a possible conflict of interest, he would be stepping down on Regular Agenda Item "5," Zoning Case 2007-74 – To rezone 121.7± acres located on the south side of 14th Street, north side of the Cottonbelt Railroad, 978± feet east of Los Rios Boulevard, and 1,270± feet west of Park Vista Road from Research/Technology Center to Light Commercial.

Council Reports

Council Member Johnson spoke regarding features of the new ambulance located at Fire Station #9 and the importance of providing state-of-the-art emergency assistance and public safety services to the citizens.

Council Member Stahel spoke to the upcoming groundbreaking at Oak Point Park and Nature Preserve scheduled for April 4, 2008.

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

Pat Evans, Mayor

ATTEST

Diane Zucco, City Secretary

PLANO CITY COUNCIL
February 25, 2008

COUNCIL MEMBERS

Pat Evans, Mayor
Sally Magnuson, Mayor Pro Tem
Jean Callison, Deputy Mayor Pro Tem
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Rod Hogan, Executive Director
Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor Evans convened the Council into the Regular Session on Monday, February 25, 2008, at 7:07 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Senior Pastor Al Krummenacher of Grace Presbyterian Church.

The Pledge of Allegiance was led by Girl Scout Troup 1332 from Bethany Elementary.

Mayor Evans presented Certificates of Appreciation to outgoing board members Jim Falk of the Global Advisory Committee and Mary Jane Ketcham of the Senior Citizens Advisory Board.

Mayor Evans administered oaths of office to incoming board members Mary Jane Ketcham of the Community Relations Commission and Pearl Garza Fracchia of the Library Advisory Board.

BOARD AND COMMISSION REPORT

Keep Plano Beautiful Commission Chair John Caldwell spoke regarding members of the Commission and their mission. He advised that Goal I is community involvement and awareness through expanded public relations and that this has been accomplished through the Environmental Community Awards and participation in City parades and the Balloon Festival. He advised that Goal II is to create a more beautiful and litter-free community through the Great American Cleanup, Adopt-A-Highway Program, HOA Beautification Grant Program, HOA Neighborhood Dumpster Program and Cigarette Litter Education Program. Mr. Caldwell spoke to Goal III to create business resource support and to other contributors and partnering with local businesses and community organizations to build a volunteer base. He responded to the Council regarding problems associated with plastic bags that cannot be recycled.

Keep Plano Beautiful Education Coordinator Eckert responded to Council Member Stahel regarding the Plain-O Helpers who assist with yard cleanups. She spoke to efforts to develop a partnership with the Plano Service League. Council Member Johnson spoke to recognition of the program by other communities.

COMMENTS OF PUBLIC INTEREST

No one appeared to speak.

CONSENT AGENDA

Upon a motion made by Council Member Stahel and seconded by Council Member Johnson, the Council voted 8-0 to approve and adopt all items on the Consent Agenda as recommended and as follows:

Approval of Minutes [Consent Agenda Item (A)]

February 11, 2008

Approval of Expenditures

Purchase from Existing Contract/Agreement: (Purchase of products/services through Cooperative Purchasing Interlocal Contract with another governmental/quasi-governmental agency or an additional purchase from current City of Plano annual purchase agreement).

To authorize the purchase of Rooftop Air-conditioning units at Harrington Library in the amount of \$119,334 from Trane U.S., Inc. through The Cooperative Purchasing Network (TCPN) contract, and authorizing the City Manager to execute all necessary documents. (TCPN Contract No. R4669) [Consent Agenda Item (B)]

To authorize the purchase of (3) Rooftop Air-conditioning units at Liberty Park Recreation Center in the amount of \$63,873 from Trane U.S., Inc. through The Cooperative Purchasing Network (TCPN) contract, and authorizing the City Manager to execute all necessary documents. (TCPN Contract No. R4669) [Consent Agenda Item (C)]

Approval of Contract

To approve an Engineering Services Contract by and between the City of Plano and Freese and Nichols, Inc., in the amount of \$96,907 for the Pond Study – Flood Control Structures and authorizing the City Manager to execute all necessary documents. Project No. 5849. [Consent Agenda Item (D)]

Approval of Change Order

To Hencie International, Inc., increasing the contract by \$150,661 for the 2006-2007 Arterial Concrete Pavement Rehabilitation Project, 15th Street-Coit Road to Central Expressway, Project No. 5802, Change Order No. 1, Bid No. 2007-121-B. [Consent Agenda Item (E)]

Adoption of Resolutions

Resolution No. 2008-2-19(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and Adams Golf, Inc.; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (F)]

Resolution No. 2008-2-20(R): To establish a Section 115 Trust to comply with the requirements of Governmental Accounting Standard Board Statement No. 45; appointing Wells Fargo Bank, N.A. as Institutional Trustee and the Frost National Bank, N.A. as Investment Manager for the trust; approving the Section 115 Trust Agreement and Investment Management Agreement; authorizing the City Manager and City Risk Pool Trustees to take any action as necessary to effectuate the operation of the trust and providing an effective date. [Consent Agenda Item (G)]

Resolution No. 2008-2-21(R): To approve the settlement of the lawsuit styled City of Plano, Texas v. Turner Heritage Investments, Cause No. 004-2322-06, Collin County Court at Law No. 4, in the amount of \$3,400,000; authorizing the City Manager to execute any and all documents necessary to settle such lawsuit; and providing an effective date. [Consent Agenda Item (H)]

Adoption of Ordinances

Ordinance No. 2008-2-22: To adopt and enact Supplement Number 81 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code: and providing an effective date. [Consent Agenda Item (I)]

END OF CONSENT:

Public Hearing regarding a tax exempt financing by the Riesel Cultural Facilities Corporation for the benefit of Collin Intervention to Youth, Inc. in a principal amount not to exceed \$2,250,000. [Regular Agenda Item (1)]

City Attorney Wetherbee advised that the City has been approached to assist City House in obtaining tax-exempt financing and spoke to the criteria necessary for receipt of the funds. She advised that the item includes no obligation to the City to back or fund financing and that this part of the process is required by the Internal Revenue Service. Ms. Wetherbee further advised that passage does not exempt any development or zoning requirements related to the property. She responded to Council Member Johnson, stating that she would approach representatives to include a statement confirming that the City has no obligation and that Staff would review documents.

Public Hearing regarding a tax exempt financing by the Riesel Cultural Facilities Corporation (cont'd)

Mayor Evans opened the Public Hearing. Kirk Banfield representing City House, thanked the Council for consideration and spoke to the facility offering assistance to children from newborn to nine years old. He spoke to transition homes for youth who need assistance in attaining self sufficiency and clarified that the City is not liable for this funding request. Mr. Banfield responded to City Manager Muehlenbeck that City House offers services in its Plano locations for citizens from other cities. No one else spoke either for or against the request. The Public Hearing was closed.

Resolution No. 2008-2-23(R): To approve a Tax Exempt Financing by the Riesel Cultural Facilities Corporation for the Benefit of Collin Intervention To Youth, Inc. regarding certain facilities to be located in the City of Plano, Texas; and providing an effective date. [Regular Agenda Item (2)]

Upon a motion made by Council Member Dunlap and seconded by Council Member LaRosiliere, the Council voted 8-0 to approve a Tax Exempt Financing by the Riesel Cultural Facilities Corporation for the Benefit of Collin Intervention To Youth, Inc. regarding certain facilities to be located in the City of Plano, Texas; and providing an effective date; and further to adopt Resolution No. 2008-2-23(R).

Public Hearing and adoption of Ordinance No. 2008-2-24 as requested in Zoning Case 2007-83 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 593 so as to allow the additional use of Truck/Bus Leasing on one lot on 1.7± acres of land located at the southwest corner of U.S. Highway 75 and Chase Oaks Boulevard in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial; 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, and an effective date. Applicant: Capps Van & Truck. [Regular Agenda Item (3)]

Director of Planning Jarrell advised the Council that this request is for expansion of an existing automobile leasing and renting business and that the leasing of trucks would require a specific use permit in Corridor Commercial zoning. She stated that the Planning and Zoning Commission recommended approval as submitted.

Mayor Evans opened the Public Hearing. Mike Bramett with Capps Van and Truck advised that those with a standard driver's license may operate medium-duty trucks offered at this location. He spoke to customer requests for this product, the work of location managers, the rotation of vehicles and their upkeep. William B. Whitty of Capps Van and Truck thanked Council Member Stahel for his compliments on the facility. No one else spoke either for or against the request. The Public Hearing was closed.

Ordinance No. 2008-2-24 (cont'd)

Upon a motion made by Council Member Stahel and seconded by Council Member LaRosiliere, the Council voted 8-0 amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 593 so as to allow the additional use of Truck/Bus Leasing on one lot on 1.7± acres of land located at the southwest corner of U.S. Highway 75 and Chase Oaks Boulevard in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2007-83; 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, and an effective date; and further to adopt Ordinance No. 2008-2-24.

Public Hearing and Consideration of Ordinances as Requested in Zoning Cases 2007-75 – 2007-82 all of which are limited to the repeal of certain Specific Use Permits for Private Clubs. The following ordinances are proposed to be repealed which, if approved, will result in the rescission of the Specific Use Permit for an additional use of a Private Club and the applicant is the City of Plano. All of the locations are located within the City of Plano, Collin County, Texas, and the repeal of each ordinance will amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; 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, and an effective date.

Ordinance No. 2008-2-25 - Zoning Case 2007-75 – To rescind Specific Use Permit No. 309 for Private Club on one lot on 0.1± acre located 100± feet north of Plano Parkway, 550± feet west of Preston Road. Zoned Planned Development-457 Retail/General Office. [Regular Agenda Item (4a)]

Ordinance No. 2008-2-26 - Zoning Case 2007-76 – To rescind Specific Use Permit No. 331 for Private Club on one lot on 2.0± acres located on the east side of U.S. Highway 75, 800± feet north of Parker Road. Zoned Corridor Commercial. [Regular Agenda Item (4b)]

Ordinance No. 2008-2-27 - Zoning Case 2007-77 – To rescind Specific Use Permit No. 334 for Private Club on one lot on 0.1± acre located 1,050± feet north of Plano Parkway and 800± feet east of Alma Drive. Zoned Corridor Commercial. [Regular Agenda Item (4c)]

Ordinance No. 2008-2-28 - Zoning Case 2007-78 – To rescind Specific Use Permit No. 349 for Private Club on one lot on 0.1± acre located 75± feet north of Park Boulevard, 600± feet west of Ohio Drive. Zoned Retail. [Regular Agenda Item (4d)]

Ordinance No. 2008-2-29 - Zoning Case 2007-79 – To rescind Specific Use Permit No. 356 for Private Club on one lot on 0.1± acre located 85± feet north of Park Boulevard, 410± feet west of Coit Road. Zoned Retail. [Regular Agenda Item (4e)]

Ordinance No. 2008-2-30 - Zoning Case 2007-80 – To rescind Specific Use Permit #362 for Private Club on one lot on 1.7± acres located on the east side of Dallas North Tollway, 1,150± feet south of Parker Road. Zoned Regional Employment. [Regular Agenda Item (4f)]

Ordinance No. 2008-2-31 - Zoning Case 2007-81 – To rescind Specific Use Permit No. 364 for Private Club on one lot on 1.5± acres located on the south side of State Highway 121, 260± feet east of Preston Road. Zoned Regional Commercial. [Regular Agenda Item (4g)]

Ordinance No. 2008-2-32 - Zoning Case 2007-82 – To rescind Specific Use Permit #365 for Private Club on one lot on 1.9± acres located on the east side of Dallas North Tollway, 1,230± feet south of Windhaven Parkway. Zoned Regional Employment. [Regular Agenda Item (4h)]

Director of Planning Jarrell advised that all locations are now operated under mixed-use permits and no longer require a specific use permit and further that the Planning and Zoning Commission has recommended approval as submitted.

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

Upon a motion made by Council Member LaRosiliere and seconded by Deputy Mayor Pro Tem Callison, Council voted 8-0 to adopt all the ordinances listed below as recommended by the Planning and Zoning Commission and as designated by their zoning case number. The repeal of each will amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; 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, and an effective date.

Zoning Case 2007-75 – To rescind Specific Use Permit No. 309 for Private Club on one lot on 0.1± acre located 100± feet north of Plano Parkway, 550± feet west of Preston Road; and further to adopt Ordinance No. 2008-2-25.

Zoning Case 2007-76 – To rescind Specific Use Permit No. 331 for Private Club on one lot on 2.0± acres located on the east side of U.S. Highway 75, 800± feet north of Parker Road; and further to adopt Ordinance No. 2008-2-26.

Zoning Case 2007-77 – To rescind Specific Use Permit No. 334 for Private Club on one lot on 0.1± acre located 1,050± feet north of Plano Parkway and 800± feet east of Alma Drive; and further to adopt Ordinance No. 2008-2-27.

Zoning Case 2007-78 – To rescind Specific Use Permit No. 349 for Private Club on one lot on 0.1± acre located 75± feet north of Park Boulevard, 600± feet west of Ohio Drive; and further to adopt Ordinance No. 2008-2-28.

Zoning Case 2007-79 – To rescind Specific Use Permit No. 356 for Private Club on one lot on 0.1± acre located 85± feet north of Park Boulevard, 410± feet west of Coit Road; and further to adopt Ordinance No. 2008-2-29.

Zoning Case 2007-80 – To rescind Specific Use Permit #362 for Private Club on one lot on 1.7± acres located on the east side of Dallas North Tollway, 1,150± feet south of Parker Road; and further to adopt Ordinance No. 2008-2-30.

Zoning Case 2007-81 – To rescind Specific Use Permit No. 364 for Private Club on one lot on 1.5± acres located on the south side of State Highway 121, 260± feet east of Preston Road; and further to adopt Ordinance No. 2008-2-31.

Zoning Case 2007-82 – To rescind Specific Use Permit #365 for Private Club on one lot on 1.9± acres located on the east side of Dallas North Tollway, 1,230± feet south of Windhaven Parkway; and further to adopt Ordinance No. 2008-2-32.

Due to a possible conflict of interest on the following item, Council Member LaRosiliere stepped down from the bench at 7:52 and did not return.

Public Hearing and Consideration of Zoning Case 2007-74 – To rezone 121.7± acres located on the south side of 14th Street, north side of the Cottonbelt Railroad, 978± feet east of Los Rios Boulevard, and 1,270± feet west of Park Vista Road from Research/Technology Center to Light Commercial and discussion and direction on the availability of restaurants and retail in the portion of the Research Technology Center District adjacent to Renner Road and State Highway 190. Applicant: City of Plano. [Regular Agenda Item (5)]

Senior Planner Perry advised the Council that this request involves two issues in the Research/Technology District (R/T) including the appropriateness of the district boundaries and consideration of restaurants/retail in the area. She advised that rezoning a portion of the district was denied by the Planning and Zoning Commission. Council Member Ellerbe spoke to the need for information the location of the request, property owners and lots that may be empty or occupied.

Director of Planning Jarrell spoke to previous discussion regarding the appropriateness of restaurant/retail uses in the area of the district near Renner Road and S.H. 190 and to discussion of rezoning for the eastern portion of the district, east of Los Rios Boulevard, south of 14th Street and north of the railroad tracks. She spoke to the isolation of this area from the rest of the district, its topography and the variety of property owners. Ms. Jarrell spoke regarding consideration by the Commission and their denial of Light Commercial (LC) zoning. Ms. Perry described the boundaries and current uses on properties located in the area covered under Zoning Case 2007-74. She advised regarding Staff's recommendation of LC zoning and recognition of the unique challenges including small lot size, topography, and noise issues. Ms. Jarrell responded to Council Member Ellerbe that the property had been zoned Agricultural and Light Industrial prior to R/T.

Mayor Evans opened the Public Hearing. Katherine Brewer spoke to success in the R/T district with occupancy rates on an upswing. She spoke to a change in zoning sending a negative message and short circuiting the momentum and to a principle in the 10 Big Ideas to address vacant big boxes and strip centers. Ms. Brewer spoke to 14th Street not having traffic counts to support full service restaurants and retail uses and requested the Council deny LC in this area.

Zoning Case 2007-74 (cont'd)

Alan Smith, representing Creekside, Stoney Hollow and Los Rios Homeowner Associations requested Council deny the change in R/T zoning. He spoke to R/T bringing in good jobs and stated concern if LC is approved. Hal Warnick, property owner in the area, stated that he understood the objections to a "blanket" LC zoning and spoke in support of a planned development district that may limit some uses such as outside storage, automobile lots or automobile repairs. He advised that his property has been for sale for many years and that he has received no offers subject to a rezoning of the land.

Dale Burton, owner of property in the area, spoke in favor of a zoning change to LC and stated he was open to some modifications. He spoke to R/T being the incorrect zoning for this area and to the difficulties in marketing his property. Rick Fambro, representing property owners in the area, stated that the area should not have been a part of the R/T zoning and spoke to the individual property owners, terrain issues and to development that has already occurred. He spoke to the lack of interest from buyers and requested approval of the case or some compromise. Mr. Fambro responded to Council Member Stahel, stating that he has not received offers contingent on rezoning and nor has he marketed the property in that way. Stephen Thompson, employee of a property owner, spoke to problems in selling land and issues related to uses under R/T. Mike McCartan, representing a property owner, spoke to problems in marketing and advised that his client was in support of a change to LC. No one else spoke either for or against the request. The Public Hearing was closed.

Ms. Jarrell responded to Council Member Ellerbe, stating that the area has been considered several times by the Commission and spoke to issues and concerns which include the question of restaurant/retail uses and whether or not R/T is appropriate for this area. She further advised that several lots were combined for the mosque but aside from that, no parcels have been assembled and spoke to a planned development district as an option. Ms. Ellerbe stated concern related to simple LC zoning.

Ms. Jarrell responded to Mayor Evans regarding items included on zoning district use charts and to including uses appropriate in the City to provide services to citizens. City Attorney Wetherbee spoke regarding consideration of lawful uses and restrictions such as screening that can be put in place.

Council Member Stahel spoke to vacancies that occurred in the R/T district in 2001 based on "spec" building and to the comeback of the area. He stated concern that helping a few could result in a lack of confidence in the stability of zoning. Mr. Stahel made a motion to deny the request in accordance with the denial of the Planning and Zoning Commission (No second was made or vote cast at this time).

Zoning Case 2007-74 (cont'd)

Mayor Evans spoke to this action not representing an attack on R/T and to being an adjustment to the mistake of including this property in the original zoning. She spoke to adjustments made to strengthen the district, to delineation of the property along the railroad tracks and to recognizing the differences between this land and the rest of the R/T district.

Mayor Evans spoke to current non-R/T uses, the irregular topography and floodplain, the difficulty in assembling parcels for development and the area being unsuitable for typical R/T development. She spoke to the problems encountered when marketing properties and the Council depriving people of reasonable use and disposal of land by keeping it in an inappropriate district where it has no future use. Mayor Evans spoke to the area not being adaptable to the same uses planned and protected in the district. Mayor Pro Tem Magnuson stated agreement, but stated concern regarding the uses allowed under regular LC and recommended the use of a planned development.

Council Member Stahel spoke to denying the request of LC zoning and directing the Commission to review a planned development as a separate issue. Mayor Evans spoke to providing specific direction. Council Member Ellerbe stated concern regarding a line-by-line review at this meeting and Mayor Evans stated concern regarding permitted uses including wrecking yards, batching plants, heavy manufacturing and salvage.

City Manager Muehlenbeck spoke to a review by the Commission to be brought back to the Council. Ms. Jarrell spoke to the Commission determining planned development district uses based on the Council's recommendations with LC zoning as the base platform and whether or not some uses may need to be reviewed. Council Members Ellerbe and Stahel spoke to property owners working with the Commission to develop a planned development district. Mr. Stahel spoke to additional consideration of zoning for the far eastern property south of the railroad tracks. Council Member Stahel restated his motion to deny the LC zoning and Council Member Ellerbe seconded. (No vote was cast at this time.)

Council Member Dunlap spoke to the Commission determining a planned development district or making changes to the uses included under Light Commercial. He spoke to the possibility of creating another version of either the Research/Technology or Light Commercial districts, the potential for a DART rail station in this area, consideration of a noise ordinance to protect occupants from sound around them and the effect of current uses on residential properties. Ms. Jarrell spoke to the number of zoning districts currently in the City and to consideration of whether or not details would be applicable to other areas.

Council Member Ellerbe spoke to denying and remanding the item to the Commission. City Attorney Wetherbee clarified that this would be a denial without prejudice. Upon a motion made by Council Member Stahel and seconded by Council Member Ellerbe the Council voted 7-0 to deny Zoning Case 2007-74 – to rezone 121.7± acres located on the south side of 14th Street, north side of the Cottonbelt Railroad, 978± feet east of Los Rios Boulevard, and 1,270± feet west of Park Vista Road from Research/Technology Center to Light Commercial and remand the item to the Planning and Zoning Commission.

Council Member Ellerbe made a further motion directing the Planning and Zoning Commission to review the property, speak to land owners and determine zoning less intense than simple Light Commercial. Mayor Evans spoke to changing the zoning from R/T. Council Member Dunlap seconded the motion (No vote was cast at this time). Council Member Johnson spoke to considering the property south of the request and Ms. Jarrell spoke to issues in that area and whether or not the City is prepared to provide services for residential uses. Council Members Stahel and Callison also spoke in support of reviewing property to the south.

Upon a motion made by Council Member Ellerbe and seconded by Council Member Dunlap, the Council voted 7-0 to return consideration of zoning for 121.7± acres located on the south side of 14th Street, north side of the Cottonbelt Railroad, 978± feet east of Los Rios Boulevard, and 1,270± feet west of Park Vista Road to the Planning and Zoning Commission to review the area, speak to property owners and develop something less intense than Light Commercial, possibly through a planned development district. The Council, as a separate request, further directed the Planning and Zoning Commission to consider zoning on approximately 100 acres south of Cottonbelt Railroad and east of Bradshaw Drive.

Ms. Perry spoke to the consideration of the Retail/Technology district adjacent to SH 190 and/or Renner Road as being appropriate for restaurant or retail uses and subsequent notification that an application is eminent. Ms. Jarrell advised regarding Commission concerns that these uses may not be successful if located in the center of the R/T district and what effect they may have on property owners with facilities in the district. Council Member Stahel spoke to prior discussion of restaurants and retail along Renner Road and S.H. 190 to receive “spin off” from other businesses in the area. Council Member Dunlap spoke regarding access to the location.

David Hicks, representing a property owner in the area, spoke to development of the area including successful hotel facilities, a church, office building and to work towards converting the area to a mixed-use to take advantage of growth and serve the need for restaurant and retail uses. He spoke to bringing forward a request for a planned development to include office, medical office, residential, restaurants, retail and hotel in April and detailed the location being considered. Council Member Stahel encouraged Mr. Hicks to contact area property owners regarding the development. Director of Planning Jarrell advised the Council that this portion of the item was included for information purposes. Mr. Stahel spoke to possibly using variations of R/T zoning.

There being no further discussion, Mayor Evans adjourned the meeting at 9:32 p.m.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, City Secretary

2



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	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 3/4/08		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Fleet & Equipment Services			Initials	Date
Department Head	Reid Choate	Jimmy Foster	Executive Director	<i>[Signature]</i>	2-25-08
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	2/25/08
Agenda Coordinator (include phone #):		Linda M. Robinson x4180			

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 EXITING CONTRACT	

CAPTION

Approval of the purchase of one (1) Vacuum Excavator Truck Body in the amount of \$173,439.54 from CLS/Balar Equipment Co. through an existing contract/agreement with Texas Association School Buyboard Purchase Program, and authorizing the City Manager or his designee to execute all necessary documents. (#270-07)

FINANCIAL SUMMARY

<input type="checkbox"/> NOT APPLICABLE	<input type="checkbox"/> OPERATING EXPENSE	<input type="checkbox"/> REVENUE	<input type="checkbox"/> CIP	
FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	275,000	0	275,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-173,439	0	-173,439
BALANCE	0	101,561	0	101,561

FUND(S): EQUIPMENT REPLACEMENT FUND (071)

COMMENTS: Funds are included in the FY 2007-08 adopted budget for the purchase of one (1) Vacuum Excavator Truck Body for Utility District #3. The balance of funds will be used for the purchase of a Chassis for this unit.

STRATEGIC PLAN GOAL: Vacuum Excavator Truck Body purchase relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Equipment Services request the purchase of one (1) Vacuum Excavator Truck Body through the Texas Association School Buyboard Purchase Program, contract #270-07, awarded to Duncan Freightliner. This is a new addition to the fleet for Dept 762/Utility District #3, Supplement #71762001, approved per budget fiscal year 07/08. Balance of funds will be used toward the purchase of the chassis for this unit.

The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 271, Subchapter F of the Texas Local Govt. Code and by doing so satisfies any State law requiring local governments to seek competitive bids for items. (#270-07)

Total purchase price of this unit including delivery fee is \$173,439.54.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

List of Supporting Documents: Memo, Agenda, Vendor Quotes, CRO	Other Departments, Boards, Commissions or Agencies

b-2



MEMORANDUM

DATE: February 11, 2007
TO: Nancy Corwin, Buyer
FROM: Gloria Marlow, Technical Coordinator
SUBJECT: Request to purchase one (1) Vacuum Excavator Truck Body through Texas Association School Buyboard Program, Contract #270-07 awarded to CLS/Balar Equipment Co.

Base Price:	\$194,228.00
Published Options:	\$ 11,875.99
Unpublished Options:	\$ 1,950.00
Delivery Fees:	\$ 1,795.00
Discount Price	<u>\$ -36,409.45</u>
TOTAL COST:	\$173,439.54

BUDGET AMOUNT: **\$275,000.00**

NOTES: This unit is a new addition to the fleet for Dept. 762/Utility District #3, Supplement #71762001, approved per budget fiscal year 07/08. Balance of funds will be used toward the purchase of a Chassis for this unit.

Please reference CRO No. 370214.

Please feel free to call me if you have any questions at extension 4185.

Cc: Jimmy Foster
Karl Henry
Reid Choate
Robert Morris
Gentry Strickland
Diane Palmer
Stephen Teiper

B-3



Quote

Date 4/2/2007
 Quote Number BUYBOARD
 Type of Quote xcavator
 PO

Vac-Con Dealer: CLS /Balar Equipment Co.
 726 South Sherman St
 Richardson, Texas 75081

Attn: BUYBOARD Contract No. 270-07

Jerry Sonnier - 214 878 7380

Retail Purchaser: City of Plano, Texas
 P.O. Box 860358
 Plano, Texas 75086

Ship To: City of Plano, Texas
 4200 West Plano Parkway
 Plano, Texas 75086

Comments: BUYBOARD CONTRACT NO. 270-07
 Fax to : BUYBOARD 800-211-5454

MODEL NUMBER - VXP4012LH/1100

- Standard Equipment
- Vacuum System - as specified by Model Number
- Cyclone Separator
- Hydrostatic Blower Drive
- Front Loading 10 Ft Telescopic Boom with Pendant Control Station
- 270 Degree Rotating Boom
- 8 In Vacuum Intake Hose
- Aluminum Diamond Plate Storage Boxes & Cabinets
- Cross Linked Polyethylene Water Capacities: 800, 1100 and 1300 gallons with 10 Year Warranty
- Automatic Vacuum Breaker Shut Off
- 10 gpm/3000 psi Water System - Hydraulically Driven
- 100 ft Retractable Reel, Extendable High Pressure Wand, Rotating Nozzle
- Corten Steel Debris Body with 5 Year Warranty
- 5 In Butterfly Valve with 10ft Layflat Hose
- Debris tank Dumping: minimum 50 deg, hydraulic scissors lift - power up/power down
- Low Pressure Hand Gun with Quick Connect at Pump with 25ft of 1/2 In Hose
- Full Opening Rear Door - Hydraulic Door Locks - Hydraulic Door Grabber
- Boom Tie Down with Front Mounted Joystick for Ease of Operation
- Passenger Side Controls
- Passenger Control Panel Cabinet Aluminum Diamond Plate 35 x 14 x 24
- Water Pump and Hose Reel Cabinet- Passenger Side Aluminum Diamond Plate 51 x 20 x 30
- Storage Box Behind Cab Aluminum Diamond Plate 16 x 42 x 96
- Single Axle Units - Drivers Side Storage Cabinet Aluminum Diamond Plate 51 x 24 x 24
- Tandem Axle Units - Drivers Side Storage Cabinet Aluminum Diamond Plate 51 x 44 x 24
- Tandem Axle Units with 180 In CT - Storage Box Behind Cab Aluminum Diamond Plate 16 x 42 x 48
- 2 Joystick Controls 1-Passenger Side Control Panel, 1-Front Bumper
- Emergency Shut Off
- Reflective Striping / Side and Chevrons
- 20.5 feet aluminum intake pipe 1-3 ft, 1-5 ft, 1-6 ft, and 1-6.5 ft nozzle
- ICC lighting
- DuPont Imron 5000 Polyurethane Paint
- 12 month standard warranty - see certificate for details

VXP4012LH/1100	Includes 4000 cfm / 16" Hg. or 3800 cfm / 18" Hg. positive displacement blower with cyclone	\$194,228.00	✓
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10 gpm/3000 psi Water System - Hydraulically Driven		\$0.00	
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Water Pump: Other Water Pump

Other Items

Debris Body "Power Flush" System, 8 jets	1	\$1,438.60	\$1,438.60	✓
Flush Out connection for rear door valve	1	\$389.34	\$389.34	✓
6" Knife Valve in Lieu of 5" Butterfly Valve	1	\$547.26	\$547.26	✓
Heavy Reinforced Elbow "Wear Back"	1	\$827.09	\$827.09	✓
Heavy Duty Rubber Hose in lieu of Kanaflex (replace standard) Green Monster	1	\$965.11	\$965.11	✓
Rear splash guard - tank mounted	1	\$1,419.11	\$1,419.11	✓
Filter Bag for Strainer - PD Units only	1	\$371.00	\$371.00	✓
Air Purge System	1	\$626.04	\$626.04	✓
Long Handle Storage / PVC	1	\$360.50	\$360.50	✓
Boom Mounted Flood Lights	1	\$435.94	\$435.94	✓

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Quote

Date 4/2/2007
Quote Number BUYBOARD
Type of Quote xcavator
PO

Rear Mounted Flood Lights	1	\$435.94	\$435.94	✓
Grounding Cable with Screw Clamp & 25' of Cable	1	\$380.27	\$380.27	✓
Hydroexcavation lance with ball valve and chisel nozzle (711-8159) straight pipe	1	\$644.44	\$644.44	✓
5' x 8" Aluminum Pipe Extension 800-0064	2	\$211.60	\$423.20	✓
6' x 8" Aluminum Pipe Extension 800-0089	2	\$238.63	\$477.26	✓
8" Quick Clamp, spare, 680-0015	3	\$28.15	\$84.45	✓
Rear Mounted Tow Hooks 711-0405	1	\$263.39	\$263.39	✓
Remote Boom Grease Zerk Assembly-LL (Ground Level - includes water pump drive)	1	\$1,787.05	\$1,787.05	✓
Paint Module: White	1	\$0.00	\$0.00	

Truck Chassis Information

11,875.99

Mounting	\$1,950.00
Sub-Total-	\$208,053.99
Discount	(\$36,409.45)
Unit Total	\$171,644.54
Chassis Total	\$0.00
Delivery	\$1,795.00
Total Price	<u>\$173,439.54</u>

Offered by: _____

Accepted by: _____

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CITY OF PLANO

02/11/08

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P.O. Number 370214 OC

Cost Center 071

Supplier CLS/BALAR
4445 GULF FREEWAY
HOUSTON TX 77023

Ship To CITY OF PLANO
FLEET & EQUIPMENT SERVICES DIVISION
4200 W PLANO PARKWAY
PLANO TX 75093

Ordered 02/11/08 Freight
Requested 02/11/08 Order Taken By
Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
VACUUM EXCAVATOR TRUCK BODY INVOICE TO FOLLOW REQUEST TO PURCHASE ONE (1) VACUUM EXCAVATOR TRUCK BODY THROUGH TEXAS ASSOCIATION SCHOOL BUYBOARD PROGRAM, CONTRACT #270-07. AWARDED TO: CLS/BALAR EQUIPMENT CO. ***** THIS UNIT IS A NEW ADDITION TO THE FLEET FOR DEPT. 762/UTILITY DISTRICT #3. SUPPLEMENT NO. 71762001. APPROVED PER BUDGET FY07/08. BALANCE OF FUNDS WILL BE USED TOWARD THE PURCHASE OF A CHASSIS FOR THIS UNIT. BUDGETED AMOUNT \$275,000.00. ***** CRO REQUESTED BY GLORIA MARLOW. SEE CRO 370217.	1	EA	194,228.0000	194,228.00	02/11/08
PUBLISHED OPTION DEBRIS BODY POWER FLUSH SYSTEM DEBRIS BODY "POWER FLUSH" SYSTEM, 8 JETS.	1	EA	1,438.6000	1,438.60	02/11/08
PUBLISHED OPTION FLUSH OUT CONNECTION FLUSH OUT CONNECTION	1	EA	389.3400	389.34	02/11/08

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CITY OF PLANO

02/11/08

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P.O. Number 370214 OC
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
FOR REAR DOOR VALVE.					
PUBLISHED OPTION 6" KNIFE VALVE 6" KNIFE VALVE IN LIEU OF 5" BUTTERFLY VALVE.	1	EA	547.2600	547.26	02/11/08
PUBLISHED OPTION HEAVY REINFORCED ELBOW HEAVY REINFORCED ELBOW "WEAR BACK".	1	EA	827.0900	827.09	02/11/08
PUBLISHED OPTION HEAVY DUTY RUBBER HOSE HEAVY DUTY RUBBER HOSE IN LIEU OF KANAFLEX (REPLACE STANDARD) GREEN MONSTER.	1	EA	965.1100	965.11	02/11/08
PUBLISHED OPTION REAR SPLASH GUARD - TANK MOUNT	1	EA	1,419.1100	1,419.11	02/11/08
PUBLISHED OPTION FILTER BAG FOR STRAINER FILTER BAG FOR STRAINER - PD UNITS ONLY.	1	EA	371.0000	371.00	02/11/08
PUBLISHED OPTION AIR PURGE SYSTEM	1	EA	626.0400	626.04	02/11/08
PUBLISHED OPTION LONG HANDLE STORAGE/PVC	1	EA	360.5000	360.50	02/11/08
PUBLISHED OPTION BOOM MOUNTED FLOOD LIGHTS	1	EA	435.9400	435.94	02/11/08
PUBLISHED OPTION REAR MOUNTED FLOOD LIGHTS	1	EA	435.9400	435.94	02/11/08
PUBLISHED OPTION GROUNDING CABLE W/SCREW CLAMP	1	EA	380.2700	380.27	02/11/08

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CITY OF PLANO

02/11/08

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P.O. Number 370214 OC
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
GROUNDING CABLE WITH SCREW CLAMP & 25' OF CABLE.					
PUBLISHED OPTION HYDROEXCAVATION LANCE HYDROEXCAVATION LANCE WITH BALL VALVE AND CHISEL NOZZLE (711-8159) STRAIGHT PIPE.	1	EA	644.4400	644.44	02/11/08
PUBLISHED OPTION 5'X8' ALUMINUM PIPE EXTENSION 5' X 8' ALUMINUM PIPE EXTENSION 800-0064.	2	EA	211.6000	423.20	02/11/08
PUBLISHED OPTION 6'X8' ALUMINUM PIPE EXTENSION 6'X8' ALUMINUM PIPE EXTENSION 800-0089.	2	EA	238.6300	477.26	02/11/08
PUBLISHED OPTION 8" QUICK CLAMP, SPARE 8" QUICK CLAMP, SPARE, 680-0015.	3	EA	28.1500	84.45	02/11/08
PUBLISHED OPTION REAR MOUNTED TOW HOOKS REAR MOUNTED TOW HOOKS 711-0405.	1	EA	263.3900	263.39	02/11/08
PUBLISHED OPTION REMOTE BOOM GREASE ZERK REMOTE BOOM GREASE ZERK ASSEMBLY-LL. (GROUND LEVEL - INCLUDES WATER PUMP DRIVE). ***** PAINT MODULE: WHITE. NO CHARGE.	1	EA	1,787.0500	1,787.05	02/11/08
UNPUBLISHED OPTIONS	1	EA	1,950.0000	1,950.00	02/11/08

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CITY OF PLANO

02/11/08

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P.O. Number 370214 OC
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
MOUNTING					
DELIVERY FEE INVOICE TO FOLLOW	1	EA	1,795.0000	1,795.00	02/11/08
DISCOUNT PRICE INVOICE TO FOLLOW	1	EA	36,409.4500-	36,409.45-	02/11/08
				Total Order	
TermNet 30 Days				173,439.54	

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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	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:		3/4/08	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Fleet & Equipment Services			Initials	Date
Department Head	Reid Choate	Jimmy Foster	Executive Director	<i>[Signature]</i>	2-25-08
Dept Signature:	<i>[Signature]</i>	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	2/25/08
Agenda Coordinator (include phone #):		Linda M. Robinson x4180			
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 EXITING CONTRACT					
CAPTION					
Approval of the purchase of three (3) Jacobsen Mowers in the amount of \$66,311.34 from Luber Bros. through an existing contract/agreement with Texas Association School Buyboard Purchase Program, and authorizing the City Manager or his designee to execute all necessary documents. (#225-05)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	66,000	0	66,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-66,311	0	-66,311
BALANCE		0	-311	0	-311
FUND(s): EQUIPMENT REPLACEMENT FUND (071)					
COMMENTS: Funds are included in the FY 207-08 adopted budget for the purchase of (3) Jacobsen Mowers for Dept# 763 Golf Course Maintenance. The additional funds (\$311) needed for the replacement units will be funded through savings in the Equipment Replacement Fund. STRATEGIC PLAN GOAL: Replacement equipment purchases relates to the City's Goal of "Service Excellence".					
SUMMARY OF ITEM					
Equipment Services request the purchase of three (3) Jacobsen Mowers through the Texas Association School Buyboard Purchase Program, awarded to Luber Bros. Two units are replacements for units #01183 & #01184, from Account 071-8421, Supplement #071001 and one unit is a new addition to the fleet from Account 071-8416, Supplement #73002 for Dept 673/Golf Course Maintenance. The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 271, Subchapter F of the Texas Local Govt. Code and by doing so satisfies any State law requiring local governments to seek competitive bids for items. (#225-05) Total purchase price for all three items is \$66,311.34					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo, Agenda, Vendor Quotes, CRO					



MEMORANDUM

DATE: February 13, 2008
TO: Nancy Corwin, Buyer
FROM: Gloria Marlow, Technical Coordinator
SUBJECT: Request to purchase three (3) Jacobsen Mowers through Texas Association School Buyboard Program, Contract #225-05 awarded to Luber Bros.

	<u>ITEM #1</u>		<u>ITEM #2</u>
Base Price:	\$23,820.00 x 2 = \$47,640.00		\$23,820.00
Published Options:	\$11,136.00		\$ 4,779.00
SUBTOTAL	\$58,776.00		\$28,599.00
Less Buyboard Discount	(\$14,694.00)		(\$7,149.75)
Unpublished Options:	\$ 520.06		\$ 260.03
TOTAL COST:	\$44,602.06	+	\$21,709.28 = \$66,311.34
BUDGET AMOUNT:	\$44,000.00	+	\$22,000.00 = \$66,000.00

NOTES: Items #1 are replacement units for #01183 & #01184, from Account 071-8421, Supplement #071001 and Item #2 is a new addition to the fleet, from Account 071-8416, Supplement #73002 for Dept. 673/Golf Course Maintenance approved per fiscal year budget 07/08.

Please reference CRO No. 370259.

Please feel free to call me if you have any questions at extension 4185.

Cc: Jimmy Foster
Karl Henry
Reid Choate
Butch Hartline
Diane Palmer
Stephen Teiper

C-2

DEPT 673 #11 BLADE Cutting unit

TO: 9724616820

P.002/002

Veri cut.
 DEPT. 673
 Budget 22,000
 Supp # 673002
 New ADD

Budget 44,000
 Supp # 071001
 REPLACES 01183 & 01184

ITEM 1 + 2



Oklahoma City, OK Dallas, TX
 Tulsa, OK Houston, TX

"Preferred" Equipment Supplier for the
 2006 Senior PGA Championship & 2007 PGA Championship

Quotation

Customer: City of Plano
 Attn: Gloria Marlow
 Phone: (972) 769-4185
 Fax: (972) 461-6820

Date: 1/24/2008
 Acct. Type: _____
 E-mail: _____
 Mobile: _____

QTY	MODEL #	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2	62289	Jacobsen Greensking IV Plus Diesel Tri-Plex Greensmower	\$ 23,820.00	\$ 47,640.00
4	68622	11 Blade Cutting Units	\$ 1,593.00	\$ 6,372.00
2	68621	11 Blade Cutting Units	\$ 1,593.00	\$ 3,186.00
6	68613	Grooved Front Rollers, Scrapers Front and Rear	\$ 263.00	\$ 1,578.00
				\$ 58,776.00
<i>Less BuyBoard Discount</i>				\$ 25% (14,694.00)
<i>Un-Published Options</i>				
2	2811909	Light Kit Mounting Bracket	\$ 168.84	\$ 337.68
2	2811910	Light Kit	\$ 91.19	\$ 182.38
				Total \$ 44,602.06
1	62289	Jacobsen Greensking IV Plus Diesel Tri-Plex Greensmower	\$ 23,820.00	\$ 23,820.00
2	68550	Verti-Cut Units	\$ 1,593.00	\$ 3,186.00
1	68549	Verti-Cut Units	\$ 1,593.00	\$ 1,593.00
				\$ 28,599.00
<i>Less BuyBoard Discount</i>				\$ (7,149.75)
<i>Un-Published Options</i>				
1	2811909	Light Kit Mounting Bracket	\$ 168.84	\$ 168.84
1	2811910	Light Kit	\$ 91.19	\$ 91.19
				Total \$ 21,709.28
				Equipment Total \$ 66,311.34
Pricing Above Through BuyBoard Contract # 225-05 "Grounds Maintenance Supplies & Equipment"				

QUOTATION VALID FOR 30 DAYS

Luber Bros. Inc

Accepted By: _____
 Date: _____
 PO #: _____

David Walker
 Gov't Sales & Marketing
 (cell) 469-688-3917

davidwalker@luber.com

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CITY OF PLANO

02/13/08

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P.O. Number 370259 OC

Cost Center 071

Supplier LUBER BROTHERS INC
6801 NW 50TH
BETHANY OK 73008

Ship To CITY OF PLANO
FLEET & EQUIPMENT SERVICES DIVISION
4200 W PLANO PARKWAY
PLANO TX 75093

Ordered 02/13/08 Freight
Requested 02/13/08 Order Taken By

Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
JACOBSEN MOWERS	2	EA	23,820.0000	47,640.00	02/13/08
PART #62289 REQUEST TO PURCHASE THREE (3) JACOBSEN MOWERS THROUGH TEXAS ASSOCIATION SCHOOL BUYBOARD PROGRAM. CONTRACT # 225-05. AWARDED TO LUBER BROTHERS. JACOBSEN GREENSKING IV PLUS DIESEL TRI-PLEX GREENSMOWER. ITEM 1. TWO ARE REPLACEMENTS FOR UNITS 01183 & 01184, DEPT. 673/ GOLF COURSE MAINTENANCE. ACCOUNT 071-8421. SUPPLEMENT 071001. BUDGETED AMOUNT \$44,000.00. CRO REQUESTED BY GLORIA MARLOW.					
PUBLISHED OPTIONS	4	EA	1,593.0000	6,372.00	02/13/08
PART #68622 11 BLADE CUTTING UNITS					
PUBLISHED OPTIONS	2	EA	1,593.0000	3,186.00	02/13/08
PART #68621 11 BLADE CUTTING UNITS					
PUBLISHED OPTIONS	6	EA	263.0000	1,578.00	02/13/08
PART #68613					

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CITY OF PLANO

02/13/08

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Description	Ordered	UOM	Unit Price	P.O. Number Extended Price	370259 Request Date	OC
GROOVED FRONT ROLLERS, SCRAPERS FRONT AND REAR.						
LESS BUYBOARD DISCOUNT INVOICE TO FOLLOW		EA	.0000	14,694.00-	02/13/08	
UNPUBLISHED OPTIONS PART # 2811909 LIGHT KIT MOUNTING BRACKET.	2	EA	168.8400	337.68	02/13/08	
UNPUBLISHED OPTIONS PART # 2811910 LIGHT KIT.	2	EA	91.1900	182.38	02/13/08	
JACOBSEN MOWER PART # 62289 ITEM 2. PURCHASE OF ONE (1) JACOBSEN GREENSKING IV PLUS DIESEL TRI-PLEX GREENSMOWER. THIS IS A NEW ADDITION TO THE FLEET. ACCOUNT # 071-8416. SUPPLEMENT # 73002. DEPT. 673/ GOLF COURSE MAINTENANCE. APPROVED PER FY07/08 BUDGET. BUDGETED AMOUNT \$22,000.00.	1	EA	23,820.0000	23,820.00	02/13/08	
PUBLISHED OPTIONS PART # 68550 VERTI-CUT UNITS	2	EA	1,593.0000	3,186.00	02/13/08	
PUBLISHED OPTIONS PART # 68549 VERTI-CUT UNITS	1	EA	1,593.0000	1,593.00	02/13/08	
LESS BUYBOARD DISCOUNT INVOICE TO FOLLOW		EA	.0000	7,149.75-	02/13/08	
UNPUBLISHED OPTIONS	1	EA	168.8400	168.84	02/13/08	

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CITY OF PLANO

02/13/08

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P.O. Number 370259 OC
Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
PART # 2811909 LIGHT KIT MOUNTING KIT					
UNPUBLISHED OPTIONS PART # 2811910 LIGHT KIT	1	EA	91.1900	91.19	02/13/08
				Total Order	
TermNet 30 Days				66,311.34	

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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	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 3/4/08		Reviewed by Legal <i>WS</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Fleet & Equipment Services			Initials	Date
Department Head	Reid Onate	Jimmy Foster	Executive Director	<i>[Signature]</i>	2-25-08
Dept Signature:	<i>[Signature]</i>	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	2/25/08
Agenda Coordinator (include phone #):		Linda M. Robinson x4180			

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 EXITING CONTRACT	

CAPTION

Approval of the purchase of three (3) Ford F-450 Cab/Chassis with Dump Body in the amount of \$109,188.00 from Philpott Motor Company, through an existing contract/agreement with Texas Association School Buyboard Purchase Program, and authorizing the City Manager or his designee to execute all necessary documents. (#281-07)

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	136,000	0	136,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-109,188	0	-109,188
BALANCE	0	26,812	0	26,812

FUND(S): EQUIPMENT REPLACEMENT FUND (071)

COMMENTS: Funds are included in the FY 2007-08 adopted budget for the purchase of three (3) Ford F-450 Cab/Chassis with Dump Body for Dept# 742/Streets and Dept# 643/Parks Supports Services. The balance of funds will be used for other equipment and rolling stock purchases.

STRATEGIC PLAN GOAL: Replacement equipment purchases relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Equipment Services request the purchase of three (3) Ford F-450 Cab/Chassis with Dump Body through the Texas Association School Buyboard Purchase Program, contract #281-07, awarded to Philpott Motor Company. Two (2) of these are scheduled replacements for units #98218 and #37502 from account 071-8421, Supplement #071001 for Dept 742/Streets and one (1) is a scheduled replacement for unit #36032, Supplement #71643001 for Dept 643/Park Support Services.

The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 271, Subchapter F of the Texas Local Govt. Code and by doing so satisfies any State law requiring local governments to seek competitive bids for items. (#281-07)

Total purchase price for all three (3) units including buyboard fee is \$109,188.00.

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

List of Supporting Documents: Memo, Agenda, Vendor Quotes, CRO	Other Departments, Boards, Commissions or Agencies

d-2



MEMORANDUM

DATE: February 13, 2008
TO: Nancy Corwin, Buyer
FROM: Gloria Marlow, Technical Coordinator
SUBJECT: Request to purchase three (3) Ford F-450 Cab/Chassis w/Dump Body through Texas Association School Buyboard Program, Contract #281-07 awarded to Philpott Motor Company.

	<u>ITEM #1</u>		<u>ITEM #2</u>
Base Price:	\$18,827.00 x 2 = \$37,654.00		\$18,827.00
Published Options:	\$13,340.00 x 2 = \$26,680.00		\$10,328.00
Unpublished Options:	\$ 4,423.00 x 2 = \$ 8,846.00		\$ 6,453.00
Buyboard Fee:	\$ 400.00		
TOTAL COST:	\$73,580.00	+	\$35,608.00 = \$109,188.00
BUDGET AMOUNT:	\$92,000.00	+	\$44,000.00 = \$136,000.00

NOTES: Item #1 is replacement units for 98218 & 37502, Dept 742/Streets from Account 071-8421, Supplement #071001. Item #2 is a replacement unit for #36032, Dept 643/Park Support Services, Supplement #71643001 approved per fiscal year budget 07/08.

Please reference CRO No. 370240.

Please feel free to call me if you have any questions at extension 4185.

Cc: Jimmy Foster
Karl Henry
Reid Choate
Bill Zimmerman
Randy Balak
Diane Palmer
Stephen Teiper

d-3

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT
 Medium and HD Trucks
 BUYBOARD BID 281-07

End User: CITY OF PLANO Philpott Rep: ALAN WILEY
 Contact: REID CHOATE Date: 1-Feb-08
 Product Description: FORD F450 CAB/CHASSIS

A. Bid Series: 20 A. Base Price: \$ 18,827.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	F450 CAB/CHASSIS 60"CA	STD		AM-FM RADIO	INCL
44B	5-SPEED AUTOMATIC	\$ 1,058.00		VE VINYL BENCH SEAT	INCL
572	A/C	\$ 808.00		RUBBER FLOOR	INCL
	4.88 AXLE	STD		POWER STEERING	INCL
90L	POWER WINDOWS-LOCKS	\$ 497.00		ABS BRAKES	INCL
91T	TOWCOMMAND PACKAGE	\$ 216.00		HEATER-DEFROSTER	INCL
	WITH BRAKE CONTROLLER			DUAL REAR WHEELS	INCL
99R	6.4L DIESEL UPGRADE	\$ 5,181.00		16,000 GVWR	INCL
512	SPARE TIRE AND WHEEL	\$ 328.00		MANUAL TRANSMISSION	INCL
60	60"CA DUMP BODY--SEE	\$ 5,252.00		6.8L GAS	INCL
	UPGRADE IN SECTION C				

Total of B. Published Options: \$ 13,340.00 ✓

C. Unpublished Options [Itemize each below, not to exceed 25%] S= 13.8 %

Options	Bid Price	Options	Bid Price
PDI, INSPECTION, DELIVERY AG VAN	\$ 200.00	UPGRADE TO AG VAN INSTALLED	\$ 1,623.00
DARK WINDOW TINT	\$ 175.00	DUMP BODY AS PER CUSTOMER SPECS	
DESTINATION PREP PACKAGE	\$ 2,125.00		
FUEL DELIVERY SURCHARGE	INCL		
SHIP THRU BODY CHARGE	INCL		
FLOOR PLAN AND LOT INSURANCE	INCL		
SHOP AND PARTS MANUALS	\$ 300.00		

Total of C. Unpublished Options: \$ 4,423.00 ✓

D. Contract Price Adjustment: _____

E. Delivery Charges: _____ miles @ \$.93/mile \$ -

F. Total of A + B + C + D + E = F \$ 36,590.00 ✓

G. Quantity Ordered 2 x F = \$ 73,180.00

H. BUYBOARD Administrative Fee \$400.00 PER PURCHASE ORDER \$ 400.00

I. Non-Equip Charges & Credits _____

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE \$ 73,580.00 ✓

d-4

Item 2

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT
Medium and HD Trucks
BUYBOARD BID 281-07

End User: CITY OF PLANO Philpott Rep: ALAN WILEY
 Contact: REID CHOATE Date: 1-Feb-08
 Product Description: FORD F450 CAB/CHASSIS

A. Bid Series: 20 A. Base Price: \$ **18,827.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	F450 CAB/CHASSIS 60"CA	STD		AM-FM RADIO	INCL
44T	5-SPEED AUTOMATIC	\$ 1,058.00		VE VINYL BENCH SEAT	INCL
572	A/C	\$ 808.00		RUBBER FLOOR	INCL
	4.88 AXLE	STD		POWER STEERING	INCL
90L	POWER WINDOWS-LOCKS	\$ 497.00		ABS BRAKES	INCL
91T	TOWCOMMAND PACKAGE	\$ 216.00		HEATER-DEFROSTER	INCL
	WITH BRAKE CONTROLLER			DUAL REAR WHEELS	INCL
165	84" CAB TO AXLE	\$ 138.00		16,000 GVWR	INCL
512	SPARE TIRE AND WHEEL	\$ 328.00		MANUAL TRANSMISSION	INCL
84	84:CA DUMP BODY--SEE	\$ 7,283.00		6.8L GAS	INCL
	UPGRADE IN SECTION C				

Total of B. Published Options: \$ **10,328.00** ✓

C. Unpublished Options [Itemize each below, not to exceed 25%] \$= 22.1 %

Options	Bid Price	Options	Bid Price
PDI, INSPECTION, DELIVERY AG VAN	\$ 200.00	UPGRADE TO AG VAN INSTALLED	\$ 3,653.00
DARK WINDOW TINT	\$ 175.00	DUMP BED WITH LIFTGATE AND	
DESTINATION PREP PACKAGE	\$ 2,125.00	SPACE PACK AS PER CUSTOMER SPECS	
FUEL DELIVERY SURCHARGE	INCL		
SHIP THRU BODY CHARGE	INCL		
FLOOR PLAN AND LOT INSURANCE	INCL		
SHOP AND PARTS MANUALS	\$ 300.00		

Total of C. Unpublished Options: \$ **6,453.00** ✓

D. Contract Price Adjustment: _____

E. Delivery Charges: _____ miles @ \$.93/mile \$ -

F. Total of A + B + C + D + E = F \$ **35,608.00**

G. Quantity Ordered 1 x F = \$ **35,608.00** ✓

H. BUYBOARD Administrative Fee \$400.00 PER PURCHASE ORDER

I. Non-Equip Charges & Credits _____

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE \$ **35,608.00**

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CITY OF PLANO

02/13/08

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P.O. Number 370240 OC

Cost Center 071

Supplier PHILPOTT MOTORS INC
1400 U S HGHWY 69
NEDERLAND TX 77627

Ship To CITY OF PLANO
FLEET & EQUIPMENT SERVICES DIVISION
4200 W PLANO PARKWAY
PLANO TX 75093

Ordered 02/12/08 Freight
Requested 02/12/08 Order Taken By

Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
FORD F450 C/C W/DUMP BODY	2	EA	18,827.0000	37,654.00	02/12/08
INVOICE TO FOLLOW					
REQUEST TO PURCHASE THREE					
(3) FORD F-450 CAB/CHASSIS					
W/DUMP BODY THROUGH TEXAS					
ASSOCIATION SCHOOL BUYBOARD					
PRORAM. CONTRACT # 281-07.					
AWARDED TO PHILPOTT MOTORS INC.					

ITEM 1 IS REPLACING UNIT 98218 AND					
37502, DEPT. 742/STREETS.					
ACCOUNT 071-8421.					
SUPPLEMENT # 071001.					
BUDGETED AMOUNT \$92,000.00.					
CRO REQUESTED BY GLORIA MARLOW.					
PUBLISHED OPTIONS	2	EA	1,058.0000	2,116.00	02/12/08
5 SPEED AUTOMATIC					
CODE 44B					
PUBLISHED OPTIONS	2	EA	808.0000	1,616.00	02/12/08
A/C					
CODE 572					

4.88 AXLE. STD.					
PUBLISHED OPTIONS	2	EA	497.0000	994.00	02/12/08
POWER WINDOWS - LOCKS					

CITY OF PLANO

02/13/08

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P.O. Number 370240 OC
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
CODE 90L					
PUBLISHED OPTIONS TOW COMMAND PACKAGE TOW COMMAND PACKAGE WITH BRAKE CONTROLLER. *****	2	EA	216.0000	432.00	02/12/08
CODE 91T					
PUBLISHED OPTIONS 6.4 L DIESEL UPGRADE CODE 99R	2	EA	5,181.0000	10,362.00	02/12/08
PUBLISHED OPTIONS SPARE TIRE AND WHEEL CODE 512	2	EA	328.0000	656.00	02/12/08
PUBLISHED OPTIONS 60" CA DUMP BODY SEE UPGRADE IN SECTION C. *****	2	EA	5,252.0000	10,504.00	02/12/08
CODE 60 ***** INCLUDED ITEMS: AM/FM RADIO VE VINYL BENCH SEAT RUBBER FLOOR POWER STEERING ABS BRAKES HEATER - DEFROSTER DUAL REAR WHEELS 16,000 GVWR MANUAL TRANSMISSION 6.8 L GAS					
PUBLISHED OPTIONS PDI, INSPECTION, DELIVERY PDI, INSPECTION, DELIVERY TO AG VAN.	2	EA	200.0000	400.00	02/12/08
UNPUBLISHED OPTIONS	2	EA	175.0000	350.00	02/12/08

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CITY OF PLANO

02/13/08

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P.O. Number 370240 OC
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
DARK WINDOW TINT					
UNPUBLISHED OPTIONS DESTINATION PREP PACKAGE INCLUDED ITEMS: FUEL DELIVERY SURCHARGE SHIP THRU BODY CHARGE FLOOR PLAN AND LOT INSURANCE	2	EA	2,125.0000	4,250.00	02/12/08
UNPUBLISHED OPTIONS SHOP & PARTS MANUALS	2	EA	300.0000	600.00	02/12/08
UNPUBLISHED OPTIONS UPGRADE TO DUMP BODY UPGRADE TO AG VAN. INSTALL DUMP BODY AS PER CUSTOMER SPECS.	2	EA	1,623.0000	3,246.00	02/12/08
BUYBOARD ADMIN. FEE		EA	.0000	400.00	02/12/08
FORD F450 C/C W/DUMP BODY INVOICE TO FOLLOW F450 CAB/CHASSIS 60" CA, STD. ***** ITEM 2 IS A REPLACEMENT UNIT FOR 36032, DEPT. 643/PARK SUPPORT SERVICES. SUPPLEMENT # 71643001. APPROVED PER FY07/08 BUDGET. BUDGETED AMOUNT \$44,000.00.	1	EA	18,827.0000	18,827.00	02/12/08
PUBLISHED OPTIONS 5-SPEED AUTOMATIC CODE 44	1	EA	1,058.0000	1,058.00	02/12/08
PUBLISHED OPTIONS A/C CODE 572	1	EA	808.0000	808.00	02/12/08
PUBLISHED OPTIONS	1	EA	497.0000	497.00	02/12/08

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CITY OF PLANO

02/13/08

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P.O. Number 370240 OC
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
POWER WINDOWS - LOCKS CODE 90L ***** 4.88 AXLE. STD.					
PUBLISHED OPTIONS TOW COMMAND PACKAGE TOW COMMAND PACKAGE WITH BRAKE CONTROLLER. CODE 91T ***** INCLUDED ITEMS: FUEL DELIVERY SURCHARGE SHIP THRU BODY CHARGE FLOOR PLAN AND LOT INSURANCE	1	EA	216.0000	216.00	02/12/08
PUBLISHED OPTIONS 84" CAB TO AXLE CODE 165	1	EA	138.0000	138.00	02/12/08
PUBLISHED OPTIONS SPARE TIRE AND WHEEL CODE 512	1	EA	328.0000	328.00	02/12/08
PUBLISHED OPTIONS 84 " CA DUMP BODY CODE 84 SEE UPGRADE IN SECTION C. ***** THE FOLLOWING ITEMS ARE INCLUDED: AM/FM RADIO VE VINYL BENCH SEAT RUBBER FLOOR POWER STEERING ABS BRAKES HEATER - DEFROSTER DUAL REAR WHEELS 16,000 GVWR MANUAL TRANSMISSION 6.8 L GAS	1	EA	7,283.0000	7,283.00	02/12/08

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CITY OF PLANO

02/13/08

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P.O. Number 370240 OC

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
UNPUBLISHED OPTIONS PDI, INSPECTION, DELIVERY PDI, INSPECTION, DELIVERY TO AG VAN.	1	EA	200.0000	200.00	02/12/08
UNPUBLISHED OPTIONS DARK WINDOW TINT	1	EA	175.0000	175.00	02/12/08
UNPUBLISHED OPTIONS DESTINATION PREP PACKAGE	1	EA	2,125.0000	2,125.00	02/12/08
UNPUBLISHED OPTIONS SHOP & PARTS MANUALS	1	EA	300.0000	300.00	02/12/08
UNPUBLISHED OPTIONS UPGRADE TO DUMP BODY UPGRADE TO AG VAN. INSTALL DUMP BED WITH LIFTGATE AND SPACE PACK AS PER CUSTOMER SPECS.	1	EA	3,653.0000	3,653.00	02/12/08
				Total Order	
TermNet 30 Days				109,188.00	

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CITY OF PLANO COUNCIL AGENDA ITEM

List of Supporting Documents: Memo, Agenda, Vendor Quotes, CRO	Other Departments, Boards, Commissions or Agencies

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MEMORANDUM

DATE: February 11, 2007
TO: Nancy Corwin, Buyer
FROM: Gloria Marlow, Technical Coordinator
SUBJECT: Request to purchase one (1) Sterling LT 8500 Chassis for VAC-Con Truck through Texas Association School Buyboard Program, Contract #281-07 awarded to Duncan Freightliner.

Base Price:	\$38,896.00
Published Options:	\$28,579.00
Unpublished Options:	<u>\$ 5,201.00</u>
TOTAL COST:	\$72,676.00

BUDGET AMOUNT: **\$275,000.00**

NOTES: This unit is a new addition to the fleet for Dept. 762/Utility District #3, Supplement #71762001, approved per budget fiscal year 07/08. Balance of funds will be used toward the purchase of the truck body for this unit.

Please reference CRO No. 370217.

Please feel free to call me if you have any questions at extension 4185.

Cc: Jimmy Foster
Karl Henry
Reid Choate
Robert Morris
Gentry Strickland
Diane Palmer
Stephen Teiper

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Customer Purchase Order

Qte#011607

DUNCAN FREIGHTLINER



3333 S. IH35
WACO, TEXAS 76706
PHONE 254-752-9735 FAX 254-754-4393

Customer Name: **City of Plano**
Address: **1520 Avenue K**
Plano, TX 75074
Phone: **972-941-7000**

Date: **12/21/2007**
Expected Delivery Date: **ASAP**
Sales Rep.: **J. Wade**

Description	Price
Truck: 2008 Sterling 8500 for VAC-CON body Buyboard Quote: Fee Included Buyboard Contract: 281-07	\$ 72,676.00

Extras: PHYSICAL DAMAGE INS. CREDIT LIFE INS. GAP INS	\$ -
	\$ -
Total Extras	\$ 72,676.00

Trade In:	Pay Off \$ -
	Equity

Net Sales Price / Trade Difference	\$ 72,676.00
---	---------------------

T.T.&L: State Sales Tax Apportioned Registration Dealer Inventory Tax Title Fee Road & Bridge Fee Documentary Fee Customer Initial Here _____ Tags	Total Tax, Title and License
	\$ -

Total Sale Price	\$ 72,676.00
-------------------------	---------------------

Payment: Cash with order. (non refundable pending financing) Cash Due on Delivery TERMS REQUESTED	\$ 72,676.00
--	---------------------

This contract is subject to additional provisions set forth on page two of this document, which is incorporated here in by inference, AND WHICH TERMS INCLUDE A COMPLETE DISCLAIMER OF ALL WARRANTIES. The purchaser agrees that this order includes all the terms and conditions on both the face and reverse side hereof and that this order cancels and supercedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of this agreement, relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER PRINCIPAL OR HIS/HER AUTHORIZED REPRESENTATIVE. Purchaser by his/her execution of this order acknowledges the he/she has read its terms and conditions and has received a copy of the order. A documentary fee is not a legal fee is is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of a sale, such as overnight charges etc. A documentary fee may not exceed \$50.00 for a motor vehicle contract or a reasonable amount agreed to by the parties for a HEAVY COMMERCIAL CONTRACT. This notice is required by law.

Purchaser Name: _____ Date: **12/21/2007**

By: _____
Signature Required

Dealer: **DUNCAN FREIGHTLINER**
By: Jason Wade
Title: Sales General Manager

Date: **12/21/2007**

By: _____
Signature Required Signature Required

E-4

LT8500 Base Price	38,896 ✓
Published Options	
300 HP Cummins ISC Engine	10,776 ✓
Allison Transmission	11,284 ✓
Front Engine PTO Mounting	690 ✓
20K Front Axle	2,938 ✓
20K Front Suspension	476 ✓
40K Rear Axle	314 ✓
A/C	1,268 ✓
Air Ride Driver Seat	382 ✓
AM/FM Radio	451 ✓
Total Published Options	28,579 ✓
Unpublished Options	
Hendrickson RT403 Rear Susp	3,807
1/4" Inner Frame Reinforcement	1,394
Total Unpublished Options	5,201 ✓
Total Cost	72,676 ✓

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CITY OF PLANO

02/11/08

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P.O. Number 370217 OC
 Cost Center 071

Supplier DUNCAN FREIGHTLINER LP
 3333 S IH 35
 WACO TX 76706

Ship To CITY OF PLANO
 FLEET & EQUIPMENT SERVICES DIVISION
 4200 W PLANO PARKWAY
 PLANO TX 75093

Ordered 02/11/08 Freight
 Requested 02/11/08 Order Taken By
 Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
STERLING LT 8500 CHASSIS FOR VAC-CON TRUCK REQUEST TO PURCHASE ONE (1) STERLING LT 8500 CHASSIS FOR VAC-CON TRUCK THROUGH TEXAS ASSOCIATION SCHOOL BUYBOARD PROGRAM. CONTRACT #281-07. AWARDED TO DUNCAN FREIGHTLINER. ***** THIS UNIT IS A NEW ADDITION TO THE FLEET FOR DEPT. 762/UTILITY DISTRICT #3. SUPPLEMENT NO. 71762001. APPROVED PER BUDGET FY07/08. BALANCE OF FUNDS WILL BE USED TOWARD THE PURCHASE OF THE TRUCK BODY FOR THIS UNIT. BUDGETED AMOUNT \$275,000.00. CRO REQUESTED BY GLORIA MARLOW. SEE CRO 370214.	1	EA	38,896.0000	38,896.00	02/11/08
PUBLISHED OPTION 300 HP CUMMINS ISC ENGINE	1	EA	10,776.0000	10,776.00	02/11/08
PUBLISHED OPTION ALLISON TRANSMISSION	1	EA	11,284.0000	11,284.00	02/11/08
PUBLISHED OPTION	1	EA	690.0000	690.00	02/11/08

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CITY OF PLANO

02/11/08

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P.O. Number 370217 OC
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
FRONT ENGINE PTO MOUNTING					
PUBLISHED OPTION 20K FRONT AXLE	1	EA	2,938.0000	2,938.00	02/11/08
PUBLISHED OPTION 20K FRONT SUSPENSION	1	EA	476.0000	476.00	02/11/08
PUBLISHED OPTION 40K REAR AXLE	1	EA	314.0000	314.00	02/11/08
PUBLISHED OPTION A/C	1	EA	1,268.0000	1,268.00	02/11/08
PUBLISHED OPTION AIR RIDE DRIVER SEAT	1	EA	382.0000	382.00	02/11/08
PUBLISHED OPTION AM/FM RADIO	1	EA	451.0000	451.00	02/11/08
UNPUBLISHED OPTIONS HENDRICKSON RT403 REAR SUSP	1	EA	3,807.0000	3,807.00	02/11/08
UNPUBLISHED OPTIONS 1/4" INNER FRAME REINFORCEMENT	1	EA	1,394.0000	1,394.00	02/11/08

Total Order

TermNet 30 Days

72,676.00

e-7

C



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	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 3/4/08		Reviewed by Legal <i>WS</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Fleet & Equipment Services		Initials	Date	
Department Head:	Karl Henry	Jimmy Foster	Executive Director	<i>WS</i> 2-25-08	
Dept Signature:	<i>Karl Henry</i>		City Manager	<i>JLF</i> 2/25/08	
Agenda Coordinator (include phone #):		Linda M. Robinson x4180			

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 one (1) Horton Medium Duty Ambulances in the amount of \$226,515.00 from Professional Ambulance through an existing contract/agreement Texas Association School Buyboard Purchase Program, and authorizing the City Manager or his designee to execute all necessary documents. (#246-06)

FINANCIAL SUMMARY

<input type="checkbox"/> NOT APPLICABLE	<input checked="" type="checkbox"/> OPERATING EXPENSE	<input type="checkbox"/> REVENUE	<input type="checkbox"/> CIP
---	---	----------------------------------	------------------------------

FISCAL YEAR: 07/08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	220,000	0	220,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-226,515	0	-226,515
BALANCE	0	-6,515		-6,515

FUND(S): EQUIPMENT REPLACEMENT FUND

COMMENTS: Funds are included in the FY 2007-08 adopted budget for the purchase of one (1) Horton Medium Duty Ambulance for Dept 552/Fire Department. The additional funds (\$6,515) needed for the new Ambulance will be funded through savings in the Equipment Replacement Fund.

STRATEGIC PLAN GOAL: Replacement equipment purchases relates to the City's Goal of "Service Excellence."

SUMMARY OF ITEM

Equipment Services request the purchase of one (1) Horton Medium Duty Ambulances (Model 623) from Professional Ambulance through the Texas Association School Buyboard Purchase Program Contract #246-06. This a new addition to the fleet, approved in the FY 07/08 budget for Dept. 552/Fire Dept. from Account 071-8421, Supplement #552043. Over budget amount will be funded through Fire Department's operating budget.

The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 271, Subchapter F of the Texas Local Govt. Code and by doing so satisfies any State law requiring local governments to seek competitive bids for items. (Buyboard #246-06)

Total purchase price of this unit including buyboard fee is \$226,515.00.

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

List of Supporting Documents: Memo, Agenda, Vendor Quotes	Other Departments, Boards, Commissions or Agencies

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MEMORANDUM

Date: February 19, 2008
To: Nancy Corwin, Buyer
From: Gloria Marlow, Technical Coordinator
Subject: Request to purchase one (1) Horton Medium Duty Ambulances (Model 623) from Professional Ambulance through the Texas Association School Buyboard Program Contract #246-06.

Base Price:	\$152,006.00
Published Options:	\$ 31,071.00
Unpublished Options:	\$ 42,638.00
Buyboard Fee:	<u>\$ 800.00</u>
PURCHASE PRICE:	\$226,515.00
BUDGET AMOUNT:	\$220,000.00

NOTE: This is a new addition to the fleet approved in the FY 07/08 budget for Dept. 552/Fire Dept. from Account 071-8421, Supplement #552043. Over budget amount will be funded through Fire Department's operating budget

Please reference CRO No. 370335.

Feel free to call me if you have any questions at extension 4185.

Cc: Jimmy Foster
Mike Malone
Reid Choate
Bob Acker
Diane Palmer
Stephen Teiper

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Professional Ambulance
Sales Office
1503 1/2 East Central
Comanche, Texas 76442
WATTS 866-356-2236
FAX 325-356-3360
www.proambulance.net

Plano Fire Department
1901 Avenue K
Plano, Texas 75074

January 24, 2008

Emergency Vehicle Proposal – Medium Duty Ambulance

We appreciate your continued interest in our company and the products/services we provide. We also appreciate this opportunity to provide you a proposal quote on medium duty ambulances for your Fire Department. The price listed below is only available for the quantity purchase listed. Additional purchases will be subject to all applicable price changes and increases.

We hereby propose to furnish you, subject to the proper execution of the attached agreement by your company and the sales representative for your area, Brant Stovall, the following emergency vehicle and equipment in accordance to the attached specifications:

Quantity	Model	Unit
One (1)	2008 Horton Model 623 Medium Duty Ambulance mounted on a 2009 International Navistar Chassis	\$ 225,715.00
One (1)	Buy Board Contract #246-06 Order Fee	\$800.00
Grand Total		\$ 226,515.00

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Customized Product Pricing Summary Based on Buy Board Contract

Product Description: **Horton Model 623 Custom Type I Medium Duty International Navistar Ambulance**

Quantity Purchase: **One (1) Unit**

- A. Base Price as in Bid / Contract No. 246-06 (per unit) \$ 152,006.00
- B. Published Options added/subtracted from Base Bid (per unit) \$ 31,071.00
- C. Base Per Unit SUB-TOTAL\$ 183,077.00

Custom Order Provisions

- D. Un-Published Options added/subtracted from base bid price (per unit) \$ 42,638.00
(Not to exceed 25% of C / per unit)
- E. SUB-TOTAL without Buy Board Fee (per unit) \$225,715.00
- F. Non – Equipment changes (i.e. Delivery, Factory Visits, etc) \$ included
- G. TOTAL UNIT PRICE\$225,715.00

Total Purchase Order

- H. TOTAL PURCHASE PRICE FOR ONE (1) UNIT \$225,715.00
- I. Buy Board Administration Fee (per purchase order)\$ 800.00
- J. TOTAL PURCHASE INCLUDING BUY BOARD FEE **\$226,515.00**

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CITY OF PLANO

02/21/08

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P.O. Number 370335 OC
 Cost Center 071

Supplier PROFESSIONAL AMBULANCE
 SALES & SERVICE
 8700 EAST FM 917
 ALVARADO TX 76009

Ship To CITY OF PLANO
 FLEET & EQUIPMENT SERVICES DIVISION
 4200 W PLANO PARKWAY
 PLANO TX 75093

Ordered 02/19/08 Freight
 Requested 02/19/08 Order Taken By
 Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
HORTON MEDIUM DUTY AMBULANCE MODEL 623 REQUEST TO PURCHASE ONE (1) HORTON MEDIUM DUTY AMBULANCE (MODEL 623) FROM PROFESSIONAL AMBULANCE THROUGH THE TEXAS ASSOCIATION SCHOOL BUYBOARD PROGRAM. CONTRACT # 246-06. NOTE: THIS IS A NEW ADDITION TO THE FLEET APPROVED IN BUDGET FY07/08 FOR DEPT. 552/FIRE DEPT. ACCOUNT # 071-8421. SUPPLEMENT # 552043. BUDGETED AMOUNT \$220,000.00. CRO REQUESTED BY GLORIA MARLOW.	1	EA	152,006.0000	152,006.00	02/19/08
BUYBOARD ADMIN. FEE CONTRACT # 246-06	1	EA	800.0000	800.00	02/19/08
PUBLISHED OPTIONS AIN62506A (AIN62508) JUMP START BATTERY STUDS (CHASSIS).	1	EA	143.0000	143.00	02/19/08
PUBLISHED OPTIONS AINSP001A	1	EA	143.0000	143.00	02/19/08

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CITY OF PLANO

02/21/08

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P.O. Number 370335 OC
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
SPECIAL - EXHAUST TURNDOWN TOWARDS REAR.					
PUBLISHED OPTIONS BH03B000 MUD FLAPS, REAR.	1	EA	98.0000	98.00	02/19/08
PUBLISHED OPTIONS BH060000 REAR DOCK BUMPERS.	1	EA	72.0000	72.00	02/19/08
PUBLISHED OPTIONS BH11D000 ENERGY ABSORBING REAR FLIP UP STEP.	1	EA	863.0000	863.00	02/19/08
PUBLISHED OPTIONS BH26I000 FUEL TANK COVERS, DIAMOND PLATE.	1	EA	1,747.0000	1,747.00	02/19/08
PUBLISHED OPTIONS BH26I000A FUEL TANK COVERS, SPECIAL - SLIDE OUT BATTERY TRAY.	1	EA	402.0000	402.00	02/19/08
PUBLISHED OPTIONS BL26H000 REVERSE CAMERA W/ MONITOR IN CAB.	1	EA	1,771.0000	1,771.00	02/19/08
PUBLISHED OPTIONS CA0000 CUSTOM BODY.	3	EA	1,150.0000	3,450.00	02/19/08
PUBLISHED OPTIONS CA615001	1	EA	30.0000	30.00	02/19/08

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CITY OF PLANO

02/21/08

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P.O. Number 370335 OC
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
(TN01A000) H TANK MOUNT.					
PUBLISHED OPTIONS CA615001 (CB03S000) SWEEP OUT COMPARTMENT FLOOR MODIFICATION.	1	EA	149.0000	149.00	02/19/08
PUBLISHED OPTIONS CA615001 (DR080000) SHELF FOR VERTICAL EXTERIOR COMPARTMENT.	1	EA	160.0000	160.00	02/19/08
PUBLISHED OPTIONS CA615001 (DR11A000) VERTICLE COMPARTMENT DIVIDER, FIXED.	1	EA	220.0000	220.00	02/19/08
PUBLISHED OPTIONS CA615004 (CB040000) COMPARTMENT HEIGHT MODIFY, FIRST STREETSIDE.	1	EA	711.0000	711.00	02/19/08
PUBLISHED OPTIONS CA615004 (CB04OW00) COMPARTMENT WIDTH MODIFY, FIRST STREETSIDE.	1	EA	829.0000	829.00	02/19/08
PUBLISHED OPTIONS CA615005 (CB060000) COMPARTMENT HEIGHT MODIFY, FIRST CURBSIDE.	1	EA	711.0000	711.00	02/19/08
PUBLISHED OPTIONS CA615005	1	EA	829.0000	829.00	02/19/08

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CITY OF PLANO

P.O. Number 370335 OC
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
(CB060W00) COMPARTMENT WIDTH MODIFY, FIRST CURBSIDE.					
PUBLISHED OPTIONS CB06CC00 CRASH BARRIER SAFETY CONFIGURATION.	1	EA	288.0000	288.00	02/19/08
PUBLISHED OPTIONS DG060000 WINDOWS, MODULE BODY ENTRY DOORS.	1	EA	188.0000-	188.00-	02/19/08
PUBLISHED OPTIONS DG06A000 WINDOW, CURBSIDE ABOVE SQUAD BENCH.	1	EA	141.0000-	141.00-	02/19/08
PUBLISHED OPTIONS DG06D000 PRIVACY WINDOWS IN PATIENT DOORS.	1	EA	1,481.0000	1,481.00	02/19/08
PUBLISHED OPTIONS DH330000 REAR DOOR HOLD OPENS, GRABBER, ADDITIONAL.	1	EA	89.0000	89.00	02/19/08
PUBLISHED OPTIONS DL480000 ELECTRIC DOOR LOCKS, COMPARTMENTS - CURBSIDE FORWARD ONLY.	1	EA	415.0000	415.00	02/19/08
PUBLISHED OPTIONS DL48C000 ELECTRIC DOOR SWITCH, PROGRAMMABLE TOUCH PAD.	3	EA	562.0000	1,686.00	02/19/08

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CITY OF PLANO

02/21/08

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P.O. Number 370335 OC
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
PUBLISHED OPTIONS DL48D000 ELECTRIC DOOR LOCKS WIRED TO OEM SWITCHES.	1	EA	119.0000	119.00	02/19/08
PUBLISHED OPTIONS ED02F000 PAINT CHASSIS, NAVISTAR - RED, CUSTOM.	1	EA	1,126.0000	1,126.00	02/19/08
PUBLISHED OPTIONS ED050000 MODULE PAINT, OTHER COLOR.	1	EA	889.0000	889.00	02/19/08
PUBLISHED OPTIONS ED20A000 STRIPE, STANDARD 8' BELTLINE, ORANGE.	1	EA	889.0000-	889.00-	02/19/08
PUBLISHED OPTIONS FE02A000 PLEXIGLASS COLOR, LIGHT TINT.	1	EA	60.0000-	60.00-	02/19/08
PUBLISHED OPTIONS FE02B000 PLEXIGLASS COLOR, CLEAR.	1	EA	60.0000	60.00	02/19/08
PUBLISHED OPTIONS FE06A000 COUNTERTOPS, AVONITE.	2	EA	415.5000	831.00	02/19/08
PUBLISHED OPTIONS GF030000 STAINLESS STEEL RISER,	1	EA	179.0000	179.00	02/19/08

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CITY OF PLANO

02/21/08

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P.O. Number 370335 OC
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
CABINET WALL.					
PUBLISHED OPTIONS GF03A000 STAINLESS STEEL RISER, BENCH WALL.	1	EA	179.0000	179.00	02/19/08
PUBLISHED OPTIONS GF03C00 STAINLESS STEEL LOWER DOOR PANELS, REAR DOOR ONLY.	1	EA	267.0000	267.00	02/19/08
PUBLISHED OPTIONS GK12C000 HIGH BACK CHILD SAFETY SEAT.	1	EA	711.0000	711.00	02/19/08
PUBLISHED OPTIONS HK000000 LINEN CLOSET.	1	EA	889.0000-	889.00-	02/19/08
PUBLISHED OPTIONS HK000200 LINEN CLOSET W/ HEAT/AC UNIT IN BOTTOM.	1	EA	1,303.0000	1,303.00	02/19/08
PUBLISHED OPTIONS HK01R000 LIFT UP CABINET FRAMES, STREETSIDE.	4	EA	207.0000	828.00	02/19/08
PUBLISHED OPTIONS HK03D000 PULL OUT DRAWER INSTALLATION IN MAIN CABINET WALL.	2	EA	350.0000	700.00	02/19/08
PUBLISHED OPTIONS	1	EA	681.0000	681.00	02/19/08

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P.O. Number 370335 OC
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
HK14B000 LIFEPACK 12 SWIVEL BRACKET.					
PUBLISHED OPTIONS IG05F000 SQUAD BENCH: DELETE CUPS AND WELLS.	1	EA	58.0000-	58.00-	02/19/08
PUBLISHED OPTIONS IK040000 SLIDING DRAWERS.	2	EA	355.0000	710.00	02/19/08
PUBLISHED OPTIONS IK17E000 SHARPS/WASTE STORAGE IN PULL OUT DRAWER IN SQUAD BENCH.	1	EA	385.0000	385.00	02/19/08
PUBLISHED OPTIONS IK180000 BENCH CABINET, CEILING STORAGE W/ SLIDING PLEXI GLASS DOORS.	1	EA	474.0000-	474.00-	02/19/08
PUBLISHED OPTIONS IK18R000 LIFT UP CABINET FRAMES, CURBSIDE.	2	EA	149.0000	298.00	02/19/08
PUBLISHED OPTIONS JE040000 FRONT WALL DOORS, PLEXIGLASS (4).	1	EA	308.0000-	308.00-	02/19/08
PUBLISHED OPTIONS KG02B000 IV HANGERS, CAST PRODUCTS WITH RUBBER ARM	1	EA	89.0000	89.00	02/19/08

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P.O. Number 370335 OC
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
(ADDITIONAL).					
PUBLISHED OPTIONS KG09B000 CEILING GRAB RAILS (2) FT. RAILS OR (1) 6 FT. RAIL.	1	EA	123.0000-	123.00-	02/19/08
PUBLISHED OPTIONS KG09F000 GRAB RAIL, 8 FT. W/ ANTI-MICROBIAL COATING.	2	EA	149.0000	298.00	02/19/08
PUBLISHED OPTIONS KG09I000 VERTICAL GRAB RAIL, 2 FT. ANTI-MICROBIAL.	1	EA	69.0000	69.00	02/19/08
PUBLISHED OPTIONS LG03B000 COT MOUNT STYLE 175-4 DUAL POSITION.	1	EA	771.0000-	771.00-	02/19/08
PUBLISHED OPTIONS LG03F000 COT MOUNT: STRYKER.	1	EA	652.0000	652.00	02/19/08
PUBLISHED OPTIONS MAM20A00 LIGHTBAR MOUNT, CAB ROOF.	1	EA	154.0000	154.00	02/19/08
PUBLISHED OPTIONS MBM20C00 LIGHTBAR MOUNT, REAR FACE OF BODY.	1	EA	154.0000	154.00	02/19/08
PUBLISHED OPTIONS MM01A000	1	EA	136.0000	136.00	02/19/08

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P.O. Number 370335 OC
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
WIG WAG HEADLIGHTS.					
PUBLISHED OPTIONS MM10CL00 LED WARNING, COMPARTMENT DOOR (EACH).	5	EA	118.0000	590.00	02/19/08
PUBLISHED OPTIONS MM10L000 LED WARNING, PATIENT ENTRY DOOR (EACH).	1	EA	118.0000	118.00	02/19/08
PUBLISHED OPTIONS MM26A000 RED HOLOGEN FLASHING LIGHTS, 900 SERIES (8).	1	EA	1,120.0000-	1,120.00-	02/19/08
PUBLISHED OPTIONS MM26B030 RED SUPER LED LIGHT, 900 SERIES.	2	EA	454.0000	908.00	02/19/08
PUBLISHED OPTIONS MM26K000 WHITE HALOGEN KKK FRONT LIGHT, 700 SERIES.	1	EA	129.0000-	129.00-	02/19/08
PUBLISHED OPTIONS MM26Q000 AMBER HALOGEN KKK REAR LIGHT, 700 SERIES.	1	EA	129.0000-	129.00-	02/19/08
PUBLISHED OPTIONS MM26SI00 INTERSECTION LIGHTS, WHELEN LED 400 SERIES HALOGEN.	1	EA	309.0000-	309.00-	02/19/08

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P.O. Number 370335 OC
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
PUBLISHED OPTIONS MM26T120 INTERSECTION LIGHTS, WHELEN LED 400 SERIES RED W/ FLANGE.	1	EA	334.0000	334.00	02/19/08
PUBLISHED OPTIONS MM26UI20 GRILLE LIGHTS, WHELEN LED 700 RED.	1	EA	460.0000-	460.00-	02/19/08
PUBLISHED OPTIONS MN35B000 SIREN, WS295HFS1.	1	EA	368.0000	368.00	02/19/08
PUBLISHED OPTIONS MN35C000 SIREN, SS700.	1	EA	309.0000-	309.00-	02/19/08
PUBLISHED OPTIONS OL09F000 KKK SIDE BODY MARKER LIGHTS, PAIR.	1	EA	259.0000-	259.00-	02/19/08
PUBLISHED OPTIONS OL09L000 KKK SIDE BODY MARKER LIGHTS, LED, PAIR.	1	EA	439.0000	439.00	02/19/08
PUBLISHED OPTIONS OL41B000 RUNNING BOARD LIGHTS, WHELEN PAR 16 LED.	1	EA	230.0000	230.00	02/19/08
PUBLISHED OPTIONS OM25A000 SIDE SCENE LIGHTS, 900 SERIES. (2 STD - 2 ADDITIONAL).	2	EA	125.0000	250.00	02/19/08

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P.O. Number 370335 OC
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
PUBLISHED OPTIONS OM25F000 LOADING LIGHTS, 700 SERIES.	1	EA	113.0000-	113.00-	02/19/08
PUBLISHED OPTIONS OM26GL00 GROUND LIGHTING BENEATH MODULE BODY (EACH).	1	EA	89.0000	89.00	02/19/08
PUBLISHED OPTIONS OM30A000 TAIL LIGHTS: 600 SERIES HALOGEN.	1	EA	534.0000-	534.00-	02/19/08
PUBLISHED OPTIONS OM30EL00 ARROW LIGHTS, 900 SERIES LED.	2	EA	755.0000	1,510.00	02/19/08
PUBLISHED OPTIONS OSP00001 TAIL LIGHTS, SPECIAL (LED TRUCKLITE, BRAKE, TAIL, TURN).	1	EA	552.0000	552.00	02/19/08
PUBLISHED OPTIONS OSP00002 INTERIOR TURN SIGNAL BAR ABOVE REAR DOORS.	1	EA	201.0000	201.00	02/19/08
PUBLISHED OPTIONS PAL02J00 INVERTER, 20-1050CUL W/ CHARGER ON DEMAND.	1	EA	1,581.0000	1,581.00	02/19/08
PUBLISHED OPTIONS PAL31B00 INTERIOR 12VDC OUTLETS, MILITARY (2).	1	EA	132.0000-	132.00-	02/19/08

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P.O. Number 370335 OC
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
PUBLISHED OPTIONS PAL31C00 INTERIOR 12VDC OUTLETS, CIGARETTE LIGHTER TYPE.	2	EA	66.0000	132.00	02/19/08
PUBLISHED OPTIONS PAL38A00 SHORELINE, TWIST LOCK.	1	EA	204.0000-	204.00-	02/19/08
PUBLISHED OPTIONS PAL38F00 SHORELINE, KUSSMAUL SUPER AUTO EJECT, 30 AMP NON-ARCING.	2	EA	681.0000	1,362.00	02/19/08
PUBLISHED OPTIONS PL11E000 LIGHT PROGRAMMING, MODULAR DISCONNECT TIMER.	1	EA	89.0000	89.00	02/19/08
PUBLISHED OPTIONS PL190000 REPORT LIGHT, ADDITIONAL.	1	EA	77.0000	77.00	02/19/08
PUBLISHED OPTIONS PL20C000 CLOCK, AIRCRAFT.	1	EA	184.0000	184.00	02/19/08
PUBLISHED OPTIONS PL24T000 LAMP TIMER, PROGRAMMABLE.	2	EA	101.0000	202.00	02/19/08
PUBLISHED OPTIONS PL27C000 PATIENT CEILING DOME	4	EA	89.0000	356.00	02/19/08

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P.O. Number 370335 OC
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
LIGHTS, WELDON. (5 STD - 4 ADDITIONAL)					
PUBLISHED OPTIONS QL43A000 POWER VENT, ROOF MOUNT.	1	EA	148.0000-	148.00-	02/19/08
PUBLISHED OPTIONS QL43B000 STATIC VENT, ROOF MOUNT.	1	EA	108.0000-	108.00-	02/19/08
PUBLISHED OPTIONS QL43C000 PERKO POWER VENT.	2	EA	190.0000	380.00	02/19/08
PUBLISHED OPTIONS RJ01B000 ANTENNA COAX 2.	1	EA	55.0000	55.00	02/19/08
PUBLISHED OPTIONS RJ01C000 ANTENNA COAX 3.	1	EA	55.0000	55.00	02/19/08
PUBLISHED OPTIONS RJ01D000 ANTENNA COAX 4.	1	EA	55.0000	55.00	02/19/08
PUBLISHED OPTIONS RJ01E000 ANTENNA COAX 5.	1	EA	55.0000	55.00	02/19/08
PUBLISHED OPTIONS RJ01F000 ANTENNA COAX 6.	1	EA	55.0000	55.00	02/19/08
PUBLISHED OPTIONS RJ05B000 FRONT CONSOLE.	1	EA	178.0000	178.00	02/19/08

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P.O. Number 370335 OC
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
PUBLISHED OPTIONS RJ070000 RADIO CABLE INSTALL, CUSTOMER SUPPLIED.	3	EA	53.0000	159.00	02/19/08
PUBLISHED OPTIONS RJ080000 RADIO POWER/GROUND.	2	EA	41.0000	82.00	02/19/08
PUBLISHED OPTIONS TN01MW00 CYLINDER BRACKET: ZICO.	1	EA	279.0000-	279.00-	02/19/08
PUBLISHED OPTIONS TN03A000 OXYGEN OUTLETS, ADDITIONAL.	2	EA	213.0000	426.00	02/19/08
PUBLISHED OPTIONS TN050000 FLOWMETER.	1	EA	200.0000-	200.00-	02/19/08
PUBLISHED OPTIONS TN070000 HUMIDIFIER.	1	EA	17.0000	17.00	02/19/08
PUBLISHED OPTIONS TN08B000 D BOTTLE MOUNT: SINGLE.	2	EA	229.0000	458.00	02/19/08
PUBLISHED OPTIONS TN11A000 ASPIRATOR, RS-4X DISPOSABLE.	1	EA	182.0000-	182.00-	02/19/08
PUBLISHED OPTIONS TN11B000	1	EA	447.0000	447.00	02/19/08

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P.O. Number 370335 OC
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
SUCTION JAR, SSCOR.					
PUBLISHED OPTIONS TN120000 VACUUM PUMP.	1	EA	243.0000-	243.00-	02/19/08
PUBLISHED OPTIONS TN160000 SUCTION KIT.	1	EA	178.0000-	178.00-	02/19/08
UNPUBLISHED OPTIONS AIN62508 H-MD-623 FREIGHTLINER TO 623 INTERNATIONAL 4300.	1	EA	1,223.0000	1,223.00	02/19/08
UNPUBLISHED OPTIONS AIN62508 UPGRADE TO INTERNATIONAL. 2009 NAVISTAR 245HP/EVS/ 3000 W/ AIR BRAKES.	1	EA	3,078.0000	3,078.00	02/19/08
UNPUBLISHED OPTIONS BH32OR00 AIR SUSPENSION SWITCH, DUMP OVERRIDE - ACTIVATION FEE.	1	EA	86.0000	86.00	02/19/08
UNPUBLISHED OPTIONS BL26H000 REVERSE CAMERA - DUAL CAMERA SYSTEM.	1	EA	1,725.0000	1,725.00	02/19/08
UNPUBLISHED OPTIONS CA615002 STREETSIDE INTERMEDIATE: CUSTOM MODIFICATION.	1	EA	2,864.0000	2,864.00	02/19/08
UNPUBLISHED OPTIONS CA615006 (DR09L000)	2	EA	160.0000	320.00	02/19/08

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P.O. Number 370335 OC
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
SHELF FOR LED LIGHTED VERTICAL COMPARTMENT.					
UNPUBLISHED OPTIONS CA615006 (DR11A000) DIVIDER FIXED, VERTICAL COMPARTMENT.	1	EA	306.0000	306.00	02/19/08
UNPUBLISHED OPTIONS CBSP0003 SPECIAL INSTRUCTION, BODY MODIFICATIONS.	1	EA	1,093.0000	1,093.00	02/19/08
UNPUBLISHED OPTIONS GK12C000 SHOULDER BELT AT ATTENDANT SEAT.	1	EA	403.0000	403.00	02/19/08
UNPUBLISHED OPTIONS GK12D000 HIGH BACK SEAT W/ FIVE POINT HARNESS.	2	EA	2,242.5000	4,485.00	02/19/08
UNPUBLISHED OPTIONS HK000200 LINEN CLOSET - CUSTOM CABINET.	1	EA	575.0000	575.00	02/19/08
UNPUBLISHED OPTIONS KH01A000 STREETSIDE WALL W/O CPR SEAT - CUSTOM DESIGN.	1	EA	2,128.0000	2,128.00	02/19/08
UNPUBLISHED OPTIONS HKA AF000 LOCKING DOOR: SIMPLEX ELECTRIC LOCK.	1	EA	357.0000	357.00	02/19/08

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P.O. Number 370335 OC
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
UNPUBLISHED OPTIONS HSP00002 SPECIAL INSTRUCTIONS, STREETSIDE CABINETRY (PUSH IN WASTE).	1	EA	288.0000	288.00	02/19/08
UNPUBLISHED OPTIONS IG05F000 SQUAD BENCH - CUSTOM BENCH.	1	EA	587.0000	587.00	02/19/08
UNPUBLISHED OPTIONS ISP00001 SPECIAL INSTRUCTIONS, CURBSIDE CABINETRY.	1	EA	863.0000	863.00	02/19/08
UNPUBLISHED OPTIONS ISP00002 SPECIAL INSTRUCTIONS. CURBSIDE CABINETRY (TRASH CAN ON DOOR).	1	EA	403.0000	403.00	02/19/08
UNPUBLISHED OPTIONS JAK03000 FRONT WALL CABINET, SPECIAL - NYLON RESTRAINT NET ILO DOORS.	1	EA	403.0000	403.00	02/19/08
UNPUBLISHED OPTIONS MAM15Y00 LIGHTBAR, CUSTOM FRONT.	1	EA	3,955.0000	3,955.00	02/19/08
UNPUBLISHED OPTIONS MBM15Z00 LIGHTBAR, CUSTOM REAR.	1	EA	714.0000	714.00	02/19/08
UNPUBLISHED OPTIONS	1	EA	190.0000	190.00	02/19/08

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Description	Ordered	UOM	Unit Price	P.O. Number Extended Price	370335 Request Date	OC
MM10CL00 COMPARTMENT/ LIGHTS.						
UNPUBLISHED OPTIONS MM26B050 900 SUPER LED W/INDEPENDENT TOP & BOTTOM FLASH CONTROL.	4	EA	440.5000	1,762.00	02/19/08	
UNPUBLISHED OPTIONS MM26F040 700 SUPER LED W/ INDEPENDENT SIDE TO SIDE FLASH PATTERN.	3	EA	321.0000	963.00	02/19/08	
UNPUBLISHED OPTIONS MM26UI40 GRILLE LIGHTS, 700 SUPER LED W/INDEPENDENT FLASH CONTROL.	1	EA	616.0000	616.00	02/19/08	
UNPUBLISHED OPTIONS MMSP0010 SPECIAL INSTRUCTION, EMERGENCY WARNING SYSTEM, PROGRAMMING.	1	EA	173.0000	173.00	02/19/08	
UNPUBLISHED OPTIONS MN09N000 AIR HORN, ACTIVATION.	1	EA	52.0000	52.00	02/19/08	
UNPUBLISHED OPTIONS MN45UI00 SPEAKERS, WHELEN UNDERPRO, BUMPER MOUNTED.	1	EA	785.0000-	785.00-	02/19/08	
UNPUBLISHED OPTIONS MN45Z000	1	EA	725.0000	725.00	02/19/08	

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P.O. Number 370335 OC
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
OPTIONAL SPEAKERS, CAST PRODUCTS.					
UNPUBLISHED OPTIONS OM25A000 SIDE SCENE LIGHTS - 90C0ENZR LEDS ILOS.	1	EA	230.0000	230.00	02/19/08
UNPUBLISHED OPTIONS OM26GL00 GROUND LIGHTING BENEATH MODULE - CUSTOM.	1	EA	484.0000	484.00	02/19/08
UNPUBLISHED OPTIONS PAL01B00 BATTERY SWITCH, PROTECTIVE COVER.	1	EA	52.0000	52.00	02/19/08
UNPUBLISHED OPTIONS PAL38F00 SHORELINE, KUSSMAUL SUPER AUTO EJECT - DIAMOND PLATE CLOSEOUT.	1	EA	58.0000	58.00	02/19/08
UNPUBLISHED OPTIONS PL26D000 NORCOLD REFRIGERATOR.	1	EA	978.0000	978.00	02/19/08
UNPUBLISHED OPTIONS PL27C000	1	EA	3,070.0000	3,070.00	02/19/08
UNPUBLISHED OPTIONS PSP00002 SPECIAL INSTRUCTION/ ELECTRICAL POWER.	1	EA	86.0000	86.00	02/19/08
UNPUBLISHED OPTIONS PSP00005 SPECIAL INSTRUCTION/	1	EA	985.0000	985.00	02/19/08

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Description	Ordered	UOM	Unit Price	P.O. Number Extended Price	370335 Request Date	OC
ELECTRICAL POWER.						
UNPUBLISHED OPTIONS QH291000 EVAPORATOR UNIT, COMPRESSOR, CONDENSOR.	1	EA	1,495.0000	1,495.00	02/19/08	
UNPUBLISHED OPTIONS QSP00001 SPECIAL INSTRUCTION, HEAT/AC. (DANHARD SYSTEM).	1	EA	3,335.0000	3,335.00	02/19/08	
UNPUBLISHED OPTIONS RJ05B000 FRONT CONSOLE: CUSTOM.	1	EA	109.0000	109.00	02/19/08	
UNPUBLISHED OPTIONS RSP00001 SPECIAL INSTRUCTIONS, CAB CONSOLE & COMMUNICATIONS (BUS BARS).	1	EA	115.0000	115.00	02/19/08	
UNPUBLISHED OPTIONS UP010000 LETTERING & STRIPING.	1	EA	2,089.0000	2,089.00	02/19/08	
PUBLISHED OPTIONS MM27AA00	2	EA	434.0000	868.00	02/19/08	
PUBLISHED OPTIONS TN01C000	1	EA	41.0000	41.00	02/19/08	
				Total Order		
TermNet 30 Days				226,515.00		

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**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	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 3/4/08		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Fleet & Equipment Services			Initials	Date
Department Head:	Karl Henry	Jimmy Foster	Executive Director		<i>[Signature]</i>
Dept Signature:	<i>[Signature]</i>	<i>[Signature]</i>	City Manager		<i>[Signature]</i>
Agenda Coordinator (include phone #):	Linda Robinson x4180				

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 one (1) Progressive Roller Mower; one (1) Zero Turn Mower; one (1) Versa Vac Sweeper; one (1) Sand Pro/Infield Ball Field Conditioner and one (1) Aerator ProCore in the amount of \$96,245.34 from Professional Turf Products through an existing contract/agreement with Texas Association of School Buyboard Purchase Program and authorizing the City Manager or his designee to execute all necessary documents. (#225-05))

FINANCIAL SUMMARY

<input type="checkbox"/> NOT APPLICABLE	<input checked="" type="checkbox"/> OPERATING EXPENSE	<input type="checkbox"/> REVENUE	<input type="checkbox"/> CIP	
FISCAL YEAR: FY 07/08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	101,000	0	101,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-96,245	0	-96,245
BALANCE	0	4,755	0	4,755

FUND(S): EQUIPMENT REPLACEMENT FUND (071)

COMMENTS: Funds are included in the FY 2007-08 adopted budget for the purchase of one (1) Progressive Roller Mower, Dept #637/Athletic Field Maintenance, (1) Zero Turn Mower, Dept #648/Grounds Maintenance Services, One (1) Versa Vac Sweeper, Dept #642/Championship Youth Ballpark, One (1) Sand Pro/Infield Conditioner, Dept 637/Athletic Maintenance, and One (1) Aerator ProCore, Dept 673/Golf Course Maintenance. The remaining balance of funds will be used for other equipment and rolling stock purchases.

STRATEGIC PLAN GOAL: Replacement equipment purchases relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Request to purchase one (1) Progressive Roller Mower; one (1) Zero Turn Mower; one (1) Versa Vac Sweeper; one (1) Sand Pro/Infield Ball Field Groomer; one (1) Aerator Procore through the Texas Association of School Buyboard Contract #225-05 awarded to Professional Turf Products as follows: **One (1) Progressive Roller Mower** for Dept. 637/Athletic Field Maintenance, Replacement for unit #82103, Account 071-8416, Supplement #71637001, Budget Amount \$34,000.00. **One (1) Zero Turn Mower** for Dept 648/Grounds Maintenance Services #2, unscheduled replacement for unit #04117, which was not cost effective to repair, from Account #071-8421. **One (1) Versa Vac Sweeper** for Dept. 642/Championship Youth Ballpark, new addition to the fleet



**CITY OF PLANO
COUNCIL AGENDA ITEM**

642/Championship Youth Ballpark, new addition to the fleet from Account 071-8416, Supplement #642001, Budget Amount \$25,000.00. **One (1) Sand Pro/Infield Ball Field Groomer** for Dept. 637/Athletic Maintenance, replacement unit for #99106 from Account 071-8421, Supplement #71637001, Budget Amount \$18,000.00. **One (1) ProCore Aerator** for Dept 673/Golf Course Maintenance, replacement for unit #99105 from Account 071-8416, Supplement #71673003, Budget Amount \$24,000.00.

The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 271, Subchapter F of the Texas Local Govt. Code and by doing so satisfies any State law requiring governments to seek competitive bids for items. (#225-05).

Total purchase price of all (5) items including setup/service/delivery fee is \$96,245.34

List of Supporting Documents:

Memo, Agenda, Vendor Quotes, CRO

Other Departments, Boards, Commissions or Agencies

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MEMORANDUM

Date: February 19, 2008
To: Nancy Corwin, Buyer
From: Gloria Marlow, Technical Coordinator
Subject: Request to purchase one (1) Progressive Roller Mower; one (1) Zero Turn Mower; One (1) Versa Vac Sweeper; one (1) Sand Pro/Infield Ball Field Groomer; one (1) Aerator ProCore through the Texas Association of School Buyboard Contract #225-05 awarded to Professional Turf Products.

ITEM 1: **One (1) Progressive Roller Mower** for Dept. 637/Athletic Field Maintenance, Replacement for unit #82103, Account 071-8416, Supplement #71637001, Budget Amount \$34,000.00.

Base Price:	\$16,980.00
Setup/Service/Delivery:	\$ 1,100.00
PURCHASE PRICE:	\$18,080.00

ITEM 2: **One (1) Zero Turn Mower** for Dept. 648/Grounds Maintenance Services #2, Unscheduled replacement for unit #04117 which was not cost effective to repair, Account 071-8421, Budget Amount \$34,000.00

Base Price:	\$12,486.75
Setup/Service/Delivery	\$ 150.00
PURCHASE PRICE:	\$12,636.75

ITEM 3: **One (1) Versa Vac Sweeper** for Dept. 642/Championship Youth Ballpark, is a new addition to the fleet from account 071-8416, Supplement #642001, Budget Amount \$25,000.00

Base Price:	\$14,925.53
Published Options:	\$ 7,105.34
Setup/Service/Delivery:	\$ 300.00
PURCHASE PRICE:	\$22,330.87

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ITEM 4: One (1) Sand Pro/Infield Ball Field Groomer for Dept. 637/Athletic Field Maintenance, replacement for retained unit #99106 from Account 071-8421, Supplement #71637001, Budget Amount \$18,000.00.

Base Price:	\$13,089.59
Published Options:	\$ 4,654.38
Unpublished Option:	\$ 2,095.00
Setup/Service/Delivery:	\$ 300.00
PURCHASE PRICE:	\$20,138.97

ITEM 5: One (1) ProCore Aerator for Dept. 673/Golf Course Maintenance, replacement for unit #99105 from Account 071-8416, Supplement #71673003, Budget Amount \$24,000.00.

Base Price:	\$21,779.00
Published Options:	\$ 929.19
Unpublished Option:	\$ 100.56
Setup/Service/Delivery:	\$ 250.00
PURCHASE PRICE:	\$23,058.75

TOTAL PURCHASE PRICE FOR ALL (5) UNITS: \$96,245.34

Please reference CRO No. 370317.

Feel free to call me if you have any questions at extension 4185.

Cc: Jimmy Foster
Karl Henry
Reid Choate
Kevin Murray
Shellene Beach
Butch Hartline
Diane Palmer
Stephen Teiper

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DEPT. 637
Budget. 34,000
Replaces 82103

ITEM 1



PROFESSIONAL TURF PRODUCTS

Will Dutton

1010 North Industrial Blvd. Euless, Texas 76039

Tel: 972-453-0190 / 888-PRO-TURF Fax: 817-785-1901

Will Dutton ext. 5466 Cell # (972) 746-7637

Grounds & Sports Turf Account Executive

Visit us at www.proturf.com



Customer : City of Plano
Name: Gloria Marlow
City/Zip: Plano, Tx
Email Gloriam@plano.cgov

DATE: February 11, 2008

PRICE QUOTATION

PROFESSIONAL TURF PRODUCTS IS A BUYBOARD VENDOR

CONTRACT 225.05 GROUNDS MAINTENANCE EQUIPMENT

QTY	MODEL #	COMPANY	DESCRIPTION	EACH	PRICE
-----	---------	---------	-------------	------	-------

THIS QUOTE IS TASB BUYBOARD PRICING

1	TDR-22		Progressive TDR-15 Roller Mower		\$16,980.00
			Setup/Service/Delivery		\$1,100.00
			Total		\$18,080.00

9-5

648 - Replaces 04117
unscheduled Replacement ITEM 2



PROFESSIONAL TURF PRODUCTS

Will Dutton

1010 North Industrial Blvd. Euless, Texas 76039
Tel: 972-453-0190 / 888-PRO-TURF Fax: 817-785-1901
Will Dutton ext. 5466 Cell # (972) 746-7637
Grounds & Sports Turf Account Executive
Visit us at www.proturf.com



Customer : City of Plano
Name: Gloria Marlow
City/Zip: Plano, Tx
Email Gloriam@plano.cgov

DATE: January 31, 2008

PRICE QUOTATION

PROFESSIONAL TURF PRODUCTS IS A BUYBOARD VENDOR
CONTRACT 225.05 GROUNDS MAINTENANCE EQUIPMENT

QTY	MODEL #	COMPANY	DESCRIPTION	EACH	PRICE
THIS QUOTE IS TASB BUYBOARD PRICING					
1	74269		Z590-D Series - 27 HP Daihatsu Liquid-Cooled Diesel w/72" TURBO FORCE Deck		\$12,486.75
			Setup/Service/Delivery		\$150.00
			Total		\$12,636.75

g-6

Versa Vac - Dept 642
 Budget 25,000
 Supp # 642001
 New Addition

Sand Pro
 Dept. 637
 Budget 18,000
 Supp 71637001
 Replaces RETAIN 99106

ITEM 3 + 4



PROFESSIONAL TURF PRODUCTS

Will Dutton

1010 North Industrial Blvd. Euless, Texas 76039
 Tel: 972-453-0190 / 888-PRO-TURF Fax: 817-785-1901
 Will Dutton ext. 5466 Cell # (972) 746-7637
 Grounds & Sports Turf Account Executive
 Visit us at www.proturf.com



Customer : City of Plano
Name: Gloria Marlow
City/Zip: Plano, Tx
Email Gloriam@plano.cgov

DATE: February 11, 2008

PRICE QUOTATION

PROFESSIONAL TURF PRODUCTS IS A BUYBOARD VENDOR
 CONTRACT 225.05 GROUNDS MAINTENANCE EQUIPMENT

QTY	MODEL #	COMPANY	DESCRIPTION	EACH	PRICE
THIS QUOTE IS TASB BUYBOARD PRICING					
ITEM #3	1	07053	Versa Vac		\$14,925.53
	1	07081	Rubber Finger Deck		\$3,164.60
	1	07178	Thatching Reel		\$3,940.74
			Setup/Service/Delivery		\$300.00
			Total		\$22,330.87
ITEM #4	1	08705	Sand Pro / Infield Pro 5040		\$13,089.59
	1	08712	Front Lift Frame ASM		\$1,195.84
	1	08782	Front Remote Hydro		\$440.53
	1	08761	QAS Nail Drag		\$908.29
	1	08756	Drag Mat Carrier system		\$924.31
	1	08757	Steel Mat		\$306.77
	1	08734	Solid Tine Toolbar		\$646.38
	1	108-8496	Leveling Blade		\$232.26
			Setup/Service/Delivery		\$300.00
			Unpublished Item		
	1	KPS-1	Lip Broom		\$2,095.00
			Total		\$42,469.84

\$4,654.38

\$20,138.97 = \$2,095.00

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DEPT: 673
 Budget 24,000
 Supp# 71673003
 Replac. 99105

ITEM 5



PROFESSIONAL TURF PRODUCTS

Will Dutton

1010 North Industrial Blvd. Euless, Texas 76039
 Tel: 972-453-0190 / 888-PRO-TURF Fax: 817-785-1901
 Will Dutton ext. 5466 Cell # (972) 746-7637
 Grounds & Sports Turf Account Executive
 Visit us at www.proturf.com



Customer : City of Plano
Name: Gloria Marlow
City/Zip: Plano, Tx
Email Gloriam@plano.cgov

DATE: February 11, 2008

PRICE QUOTATION

PROFESSIONAL TURF PRODUCTS IS A BUYBOARD VENDOR
 CONTRACT 225.05 GROUNDS MAINTENANCE EQUIPMENT

QTY	MODEL #	COMPANY	DESCRIPTION	EACH	PRICE
-----	---------	---------	-------------	------	-------

THIS QUOTE IS TASB BUYBOARD PRICING

ProCore 648 With 4 Tine Head Set-up					
1	09200		ProCore 648		\$21,779.00
3	09796		4 Tine 3/4" Head Set		\$780.00
2	110-4361		Turf Holder		\$88.60
1	110-4362		Turf Holder		\$60.59
			Setup/Service/ Delivery		\$250.00
24	108-9133		Unpublished Item Titan (Hollow)		\$100.56
			Total		\$23,058.75

\$429.19

[Handwritten signature]

TBPC BuyBoard CONTRACT # 225-05
FINANCIAL WORKSHEET ATTACHMENT
~~CRQ#~~ ~~REQ#~~ TBD

ITEM #1									
1	Progressive Roller Mower	637/ Athletic Field Maint.	\$16,980.00	\$18,080.00	\$34,000.00	071-8421	716377001	retained	82103
1	Zero Turn Mower	648/ Grounds Maint. # 2	\$12,486.75	\$12,636.75	Unscheduled	071-8421	N/A		04117
ITEM #3									
1	Versa Vac Sweeper	642/ Championship Youth Ballpark	\$14,925.53	\$22,330.87	\$25,000.00	071-8416	00642001	New Addition	
ITEM #4									
1	Ball Field Conditioner	637/ Athletic Field Maint.	\$13,089.59	\$20,138.97	\$18,000.00	071-8421	71637001	retained	99106
ITEM #5									
1	Aerator ProCore 648	673/ Golf Course Maint.	\$21,779.00	\$23,058.75	\$24,000.00	071-8416	71637003		99105
Total			\$79,260.87	\$96,245.34	\$101,000.00				

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CITY OF PLANO

02/18/08

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P.O. Number 370317 OC

Cost Center 071

Supplier PROFESSIONAL TURF PRODUCTS
 ATTN: CINDY HEISS
 P O BOX 613189
 DFW AIRPORT TX 75261

Ship To CITY OF PLANO
 FLEET & EQUIPMENT SERVICES DIVISION
 4200 W PLANO PARKWAY
 PLANO TX 75093

Ordered 02/18/08 Freight
 Requested 02/18/08 Order Taken By
 Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
PROGRESSIVE ROLLER MOWER MODEL # TDR-22 TEXAS ASSOCIATION OF SCHOOL BUYBOARD CONTRACT # 225-05. AWARDED TO: PROFESSIONAL TURF PRODUCTS. REQUEST TO PURCHASE ONE (1) PROGRESSIVE ROLLER MOWER. ITEM 1. REPLACEMENT FOR UNIT 82103, DEPT. 637. ATHLETIC FIELD MAINTENANCE. ACCOUNT # 071-8416. SUPPLEMENT # 71637001. BUDGETED AMOUNT \$34,000.00. CRO REQUESTED BY GLORIA MARLOW.	1	EA	16,980.0000	16,980.00	02/18/08
SET UP/SERVICE/DELIVERY INVOICE TO FOLLOW	1	EA	1,100.0000	1,100.00	02/18/08
ZERO TURN MOWER MODEL # 74269 REQUEST TO PURCHASE ONE (1) ZERO TURN MOWER FOR DEPT. 648/GROUNDS MAINTENANCE SERVICES #2. ITEM 2. UNSCHEDULED REPLACEMENT FOR UNIT 04117 WHICH WAS NOT COST	1	EA	12,486.7500	12,486.75	02/18/08

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CITY OF PLANO

02/18/08

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P.O. Number 370317 OC
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
EFFECTIVE TO REPAIR. ACCOUNT # 071-8421. BUDGETED AMOUNT \$34,000.00.					
SET UP/SERVICE/DELIVERY INVOICE TO FOLLOW	1	EA	150.0000	150.00	02/18/08
VERSA VAC SWEEPER MODEL 07053 ONE (1) VERSA VAC SWEEPER. ITEM 3. FOR DEPT. 642/CHAMPIONSHIP YOUTH BALLPARK. THIS IS A NEW ADDITION TO THE FLEET. ACCOUNT # 071-8416. SUPPLEMENT # 642001. BUDGETED AMOUNT \$25,000.00.	1	EA	14,925.5300	14,925.53	02/18/08
PUBLISHED OPTIONS MODEL 07081 RUBBER FINGER DECK.	1	EA	3,164.6000	3,164.60	02/18/08
PUBLISHED OPTIONS MODEL 07178 THATCHING WHEEL.	1	EA	3,940.7400	3,940.74	02/18/08
SET UP/SERVICE/DELIVERY INVOICE TO FOLLOW	1	EA	300.0000	300.00	02/18/08
SAN PRO/INFIELD FIELD GROOMER MODEL 08705 PURCHASE OF ONE (1) SAN PRO/INFIELD PRO BALL FIELD GROOMER FOR DEPT. 637/ATHLETIC FIELD MAINTENANCE. ITEM 4. REPLACEMENT FOR RETAINED UNIT 99106, DEPT. 637. ACCOUNT # 071-8421. SUPPLEMENT # 71637001.	1	EA	13,089.5900	13,089.59	02/18/08

CITY OF PLANO

02/18/08

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OC

Description

Ordered

UOM

Unit Price

P.O. Number
Extended Price

370317

Request
Date

BUDGETED AMOUNT \$18,000.00.

PUBLISHED OPTIONS MODEL 08712 FRONT LIFT FRAME ASM.	1	EA	1,195.8400	1,195.84	02/18/08
PUBLISHED OPTIONS MODEL 08782 FRONT REMOTE HYDRO.	1	EA	440.5300	440.53	02/18/08
PUBLISHED OPTIONS MODEL 08761 QAS NAIL DRAG.	1	EA	908.2900	908.29	02/18/08
PUBLISHED OPTIONS MODEL 08756 DRAG MAT CARRIER SYSTEM.	1	EA	924.3100	924.31	02/18/08
PUBLISHED OPTIONS MODEL 08757 STEEL MAT.	1	EA	306.7700	306.77	02/18/08
PUBLISHED OPTIONS MODEL 08734 SOLID TINE TOOLBAR.	1	EA	646.3800	646.38	02/18/08
PUBLISHED OPTIONS MODEL 108-8496 LEVELING BLADE.	1	EA	232.2600	232.26	02/18/08
UNPUBLISHED OPTIONS MODEL KPS-1 LIP BROOM.	1	EA	2,095.0000	2,095.00	02/18/08
SET UP/SERVICE/DELIVERY INVOICE TO FOLLOW	1	EA	300.0000	300.00	02/18/08
PRO-CORE 648 W/4 TINE HEAD MODEL 09200	1	EA	21,779.0000	21,779.00	02/18/08

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CITY OF PLANO

02/18/08

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P.O. Number 370317 OC
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
PURCHASE OF ONE (1) PROCORE AERATOR 648 WITH FOUR (4) TINE HEAD SET-UP, PROCORE 648. ITEM 5. DEPT. 673/GOLF COURSE MAINTENANCE. REPLACEMENT FOR UNIT 99105, DEPT. 673. ACCOUNT # 071-8416. SUPPLEMENT # 71673003. BUDGETED AMOUNT \$24,000.00					
PUBLISHED OPTIONS MODEL 09796	1	EA	780.0000	780.00	02/18/08
PUBLISHED OPTIONS MODEL 110-4361 TURF HOLDER.	1	EA	88.6000	88.60	02/18/08
PUBLISHED OPTIONS MODEL 110-4362 TURF HOLDER.	1	EA	60.5900	60.59	02/18/08
SET UP/SERVICE/DELIVERY INVOICE TO FOLLOW	1	EA	250.0000	250.00	02/18/08
UNPUBLISHED OPTIONS MODEL 1089133 TITAN (HOLLOW).	1	EA	100.5600	100.56	02/18/08

Total Order
96,245.34

TermNet 30 Days

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	03-04-08		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	City Secretary		Initials	Date	
Department Head	Di Zucco		Executive Director		
Dept Signature:	<i>Dave Zucco</i>		City Manager	<i>JM</i>	<i>rt/2/08</i>
Agenda Coordinator (include phone #):	Kristy Land - 5175				
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					
A contract made and entered into by and between the City of Plano and the Board of Trustees of the Plano Independent School District and Sharon Rowe, the Elections Administrator of Collin County, Texas, pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, regarding the coordination, supervision, and running of the City's May 10, 2008, General Election in the estimated amount of \$21,114.41.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE	<input checked="" type="checkbox"/> OPERATING EXPENSE	<input type="checkbox"/> REVENUE	<input type="checkbox"/> CIP		
FISCAL YEAR:	2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	131,730		131,730
Encumbered/Expended Amount			0		0
This Item		0	-21,114		21,114
BALANCE		0	110,616		110,616
FUND(S):	GENERAL FUND				
Comments: Funds are included in the 2007-08 City Secretary Department Budget. This item, in the amount of \$21,114, will leave a current year balance of \$110,616 for other election expenditures.					
Strategic Plan Goal: Joint election contracts relate to the City's Goal of Service Excellence.					
SUMMARY OF ITEM					
To approve a contract with the Collin County Election Administrator for the City of Plano General Election on May 10, 2008.					
List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies				

May 10, 2008
Joint General and/or Special Election
Contract for Election Services
Plano City/School

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May 10, 2008
Joint General and/or Special Election

Table of Contents

I.....Duties and Services of Contracting Officer
II.....Duties and Services of City and School District
III.....Affidavit of No Prohibited Interest
IV.....Cost of Election
V.....Joint Election Agreement
VI.....General Provisions

Exhibits

Exhibit A.....Early Voting Schedule and Locations
Exhibit B.....Election Day Polling Locations
Exhibit C.....Cost of Services
Exhibit D.....Joint Election Agreement
Exhibit E.....Affidavit of No Prohibited Interest

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THE STATE OF TEXAS
COUNTY OF COLLIN
CITY – SCHOOL PLANO

§

CONTRACT FOR
ELECTION SERVICES

BY THE TERMS OF THIS CONTRACT made and entered into by and between the CITY OF PLANO, hereinafter referred to as the "CITY," and the BOARD OF TRUSTEES OF THE PLANO INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as the "SCHOOL DISTRICT," and SHARON ROWE, Elections Administrator of Collin County, Texas, hereinafter referred to as "Contracting Officer," pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the City and School District's May 10, 2008 Joint General and/or Special Election.

THIS AGREEMENT is entered into in consideration of the mutual covenants and promises hereinafter set out. IT IS AGREED AS FOLLOWS:

I. DUTIES AND SERVICES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

A. The Contracting Officer shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Counting Station and judge of the Early Voting Balloting Board.

a. The Contracting Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his or her appointment. The recommendations of the City and the School District will be the accepted guidelines of four clerks secured to work in each polling place. The presiding election judge of each polling place, however, will use his/her discretion to determine when additional manpower is needed during peak voting hours. The Contracting Officer will provide records to identify the need for additional workers to the City and the School District only in the event of the need to have an excess of four workers, at the conclusion of early voting and election day. The Contracting Officer will determine the number of clerks to work in the

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Central Counting Station and the number of clerks to work on the balloting board. Election judges shall be secured by the Contracting Officer with the approval of the City and the School District.

b. Election judges shall attend the Contracting Officer's school of instruction (Elections Seminar) to be held Thursday, May 8, 2008, at the Collin County 380 Courts Bldg., Central Jury Room, 1800 N. Graves St., McKinney, TX at 2:00 PM.

c. Election judges shall be responsible for picking up from and returning election supplies to the county election warehouse located at 2010 Redbud Blvd., Suite 102, McKinney. Compensation for this pickup and delivery of supplies will be \$25.00.

d. The Contracting Officer shall compensate each election judge and worker. Each judge shall receive \$12.00 per hour for services rendered. Each alternate judge and clerk shall receive \$10.00 per hour for services rendered.

B. The Contracting Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.

a. The Contracting Officer shall secure election kits which include the legal documentation required to hold an election and all supplies including locks, pens, magic markers, etc.

b. The Contracting Officer shall secure all tables, chairs, and legal documentation required to run the central counting station.

c. The Contracting Officer shall provide all lists of registered voters from all applicable counties for use on Election Day and for the early voting period required by law. The Election Day list of registered voters shall be arranged in alphabetical order by polling place, in lieu of alphabetic by each precinct in each polling place.

d. The Contracting Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.

1. Equipment includes the rental of voting machines, ADA compliance headphones and keypads (1 per site), transfer cases, voting signs and tote boxes.

2. Supplies include smart cards, sample ballots, early voting mail ballots, pens, tape, markers, etc.

C. The Contracting Officer, Sharon Rowe, shall be appointed the Early Voting Clerk by the City and the School District.

a. The Contracting Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.

b. Early Voting by personal appearance for the City and School District's May 10, 2008, Joint General and/or Special Election shall be conducted during the time period and at the locations listed in Exhibit "A", attached and incorporated by reference into this contract.

c. All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office, 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.

1. Application for mail ballots erroneously mailed to the City or School District shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Officer for proper retention.

2. All Federal Post Card Applicants (FPCA) will be sent a mail ballot. No postage is required.

d. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for count by the Early Voting Ballot Board in accordance with Chapter 87.000 of the Texas Election Code. The presiding judge of this Board shall be appointed by the Contracting Officer.

D. The Contracting Officer shall arrange for the use of all Election Day polling places. The City and School District shall assume the responsibility of remitting the cost of all employee services required to provide access, provide security or provide custodial services for the polling locations. The Election Day polling locations are listed in Exhibit "B", attached and incorporated by reference into this contract.

E. The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tabulate the voted ballots in accordance with Chapter 127.000 of the Election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Sharon Rowe. The Tabulation Supervisor shall be Patty Seals.

a. The tabulation supervisor shall prepare, test and run the county's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

b. The Public Logic and Accuracy Test of the electronic voting system shall be conducted.

c. Election night reports will be available to the City and School District at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with law.

d. The Contracting Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide a copy of the unofficial canvass to the City and School District as soon as possible after all returns have been tallied.

e. The Contracting Officer shall be appointed the custodian of the voted ballots and shall retain all election material for a period of 22 months.

1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.

2. The City and School District can obtain the list of registered voters from the Elections Administration Office after this retention period. Pending no litigation and if the City or School District does not request the lists, the Contracting Officer shall destroy them.

f. The Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the City and School District in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(e) of the aforementioned code.

II. DUTIES AND SERVICES OF THE CITY AND SCHOOL DISTRICT. The City and School District shall assume the following responsibilities:

A. The City and School District shall prepare the election orders, resolutions, notices, justice department submissions, official canvass and other pertinent documents for adoption by the appropriate office or body. The City and School District assumes the responsibility of posting all notices and likewise promoting the schedules for Early Voting and Election Day.

B. The City and School District shall provide the Contracting Officer with an updated map and street index of their jurisdiction in an electronic or printed format as soon as possible but no later than Friday, March 21, 2008.

C. The City and School District shall procure and provide the Contracting Officer with the ballot layout and Spanish interpretation in an electronic format.

a. The City and School District shall deliver to the Contracting Officer as soon as possible, but no later than Tuesday, March 18, 2008, the

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official wording for the City and School District's May 10, 2008, Joint General and/or Special Election.

b. The City and School District shall approve the "blue line" ballot format prior to the final printing.

D. The City and School District shall post the publication of election notice by the proper methods with the proper media.

E. The City and School District shall prepare and submit to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, any required submissions on voting changes.

F. The City and School District shall compensate the Contracting Officer for any additional verified cost incurred in the process of running this election or for a manual count this election may require, consistent with charges and hourly rates shown on Exhibit "C" for required services.

G. The City and School District shall pay the Contracting Officer 90% of the estimated cost to run the said election prior to Friday, March 28, 2008. The Contracting Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The Deposit should be delivered within the mandatory time frame to:

**Collin County Treasury
200 S. McDonald, Suite 310
McKinney, Texas 75069
ATTN: Alice Dobecka**

H. The City and School District shall pay the cost of conducting said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing.

III. AFFIDAVIT OF NO PROHIBITED INTEREST. Contracting Officer acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited

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interest at any time will render the Contract voidable. Contracting Officer has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "E", attached and incorporated by reference into this contract.

IV. COST OF SERVICES. See Exhibit "C."

V. JOINT ELECTION AGREEMENT. See Exhibit "D."

VI. GENERAL PROVISIONS.

A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the City and School District's May 10, 2008, Joint General and/or Special Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.

B. Upon request, the Contracting Officer will provide copies of all invoices and other charges received in the process of running said election for the City and School District.

C. If the City and/or School District cancel their election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be paid a contract preparation fee of \$75. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 10, 2008, Joint General and/or Special Election. Any entity canceling an election will be reimbursed amounts paid under Section II., G., pro-rated to deduct any actual expenses incurred by the Contracting Officer as of the date of cancellation of the election. All actual shared costs incurred in the conduct of the election will be divided by the actual number of entities contracting with the Contracting Officer **and** holding a May 10, 2008, Joint General and/or Special Election.

D. The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas.

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WITNESS BY MY HAND THIS THE ____ DAY OF _____ 2008.

Sharon Rowe
Elections Administrator
Collin County, Texas

WITNESS BY MY HAND THIS THE ____ DAY OF _____ 2008.

By: _____
Thomas H. Muehlenbeck, City Manager

Attest: _____
Diane Zucco, City Secretary



Approved As To Form

WITNESS BY MY HAND THIS THE ____ DAY OF _____, 2008.

By: _____
Richard K. Matkin, CPA

Attest: _____
Karla Oliver, Executive Director

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Exhibit "A"

**MAY 10, 2008,
JOINT GENERAL AND/OR SPECIAL ELECTION**

**City of Plano, Plano ISD/FISD/CCCC
Early Voting Locations and Hours**

Polling Place		Address		City		
Collin County Election Office (Main Early Voting Location)		2010 Redbud Blvd., #102		McKinney		
Carpenter Park Recreation Center		6701 Coit Rd.		Plano		
Christopher A. Parr Library		6200 Windhaven Parkway		Plano		
CCCC – Spring Creek Campus		2800 E. Spring Creek Parkway		Plano		
CCCC – Preston Ridge Campus		9700 Wade Blvd.		Frisco (no cost to City/PISD)		
Haggard Library		2501 Coit Road		Plano		
Harrington Library		1501 18 th Street		Plano		
Murphy Municipal Complex		206 N. Murphy Road		Murphy (no cost to City)		
Plano ISD Administration Center		2700 W. 15 th Street		Plano		
Renner Frankford Library		6400 Frankford Road		Dallas (no cost to City)		
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<i>Apr 27</i>	<i>April 28</i>	<i>April 29</i>	<i>April 30</i>	<i>May 1</i>	<i>May 2</i>	<i>May 3</i>
	8am – 5pm	8am – 5pm	8am – 5pm	8am - 7pm	8am - 5pm	8am - 5pm
<i>May 4</i>	<i>May 5</i>	<i>May 6</i>	<i>May 7</i>	<i>May 8</i>	<i>May 9</i>	<i>May 10</i>
	7am – 7pm	7am – 7pm				7am – 7pm Election Day

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Exhibit "B"

MAY 10, 2008
JOINT GENERAL AND/OR SPECIAL ELECTION
Election Day Polling Locations

City of Plano, Plano ISD/ CCCC

Precincts	Location	Address	City
52, 61, 68, 103, 141	Armstrong Middle School	3805 Timberline Drive.	Plano
23, 46, 47, 50, 51, 152, 158	Bowman Middle School	2501 Jupiter Road	Plano
21, 54, 62, 66	Carpenter Middle School	1501 Cross Bend Road	Plano
15, 19, 53, 65, 70, 71	Haggard Middle School	2401 Westside Drive	Plano
58, 77, 91, 130*	Hendrick Middle School	7400 Red River Drive	Plano
31, 32, 63, 76	Hughston Elementary School	2601 Cross Bend Road	Plano
64, 69	Schimelpfenig Middle School	2400 Maumelle Drive	Plano
28, 75, 105, 143	Shepton High School	5505 Plano Parkway	Plano
39, 85	Thomas Elementary School	6537 Blue Ridge Trail	Plano
26, 49, 67, 72, 138	Wilson Middle School	1001 Custer Road	Plano

* PISD Only

Election Day Locations—City of Plano/PISD/FISD/CCCC

Precincts	Location	Address	City
34, 107, 119, 121, 135, 139	Bethany Elementary School	2418 Micarta Drive	Plano
90, 109, 116, 123, 137	Brinker Elementary School	3800 John Clark Parkway	Plano
14, 81, 86, 89, 108, 112, 124	Robinson Middle School	6701 Preston Meadow Dr.	Plano

Election Day Locations – Plano ISD/CCCC

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Precincts	Location	Address	City
48, 55	Aldridge Elementary School	720 Pleasant Valley Lane	Richardson
73, 88, 115	Bentwood Trail Presbyterian Church	6000 Bentwood Trail	Dallas
41, 60	Hickey Elementary School	4100 Coldwater Creek	Plano
94, 125, 144	Miller Elementary School	5651 Coventry Drive	Richardson
24, 84, 132	Mitchell Elementary School	4223 Briargrove Lane	Dallas
25, 159	Murphy Municipal Complex	206 N. Murphy Road	Murphy
74, 79, 142	Renner Frankford Library	6400 Frankford Road	Dallas
78, 110	Richardson Police Sub-Station	2003 E. Renner Road	Richardson
36, 104, 136	Rose Hagggar Elementary School	17820 Campbell Road	Dallas

Election Day Locations – City of Plano Only

Precincts	Location	Address	City
226 – Denton County	Christopher A. Parr Library	6200 Windhaven Parkway	Plano

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ESTIMATED COSTS FOR CITY OF PLANO

May 10, 2008
Exhibit "C"

SUPPLY COST

	Number of Early Voting Locations 6	Number of Election Day Locations 14	Units	Cost PCTY	Units	Cost PCTY/PI/D/CCCC	Units	Cost PCTY/FISD/CCCC	Units	Cost FISD/PI/D/CCCC/PCTY
Sample Ballots			100	\$8.70	500	\$43.50	225	\$19.58	0	\$0.00
Early Voting Mail Ballots			10	\$12.00	100	\$120.00	15	\$18.00	0	\$0.00
Precinct Ballot Setup			1	\$10.00	1	\$10.00	1	\$10.00	0	\$0.00
Precinct Ballots			300	\$50.10	750	\$125.25	400	\$66.80	0	\$0.00
Early voting and election day kits			1	\$25.00	10	\$250.00	0	\$0.00	9	\$225.00
Central Counting kit and supplies			0	\$0.00	0	\$0.00	0	\$0.00	1	\$50.00
County Precinct Maps			1	\$12.00	10	\$120.00	0	\$0.00	9	\$108.00
Printer Labels for EV			0	\$0.00	0	\$0.00	0	\$0.00	10	\$159.50
Total				\$117.80		\$668.75		\$114.38		\$542.50
Number of Entities Sharing Costs			1		3		3		4	
SubTotal				\$117.80		\$222.92		\$38.13		\$135.63
Grand Total				\$514.47						

EQUIPMENT RENTAL COST

	Number of Early Voting Locations 6	Number of Election Day Locations 14	Units	Cost PCTY	Units	Cost PCTY/PI/D/CCCC	Units	Cost PCTY/FISD/CCCC	Units	Cost FISD/PI/D/CCCC/PCTY
Voting Machines			3	\$600.00	40	\$8,000.00	0	\$0.00	48	\$9,600.00
Machine Drayage			3	\$84.00	40	\$1,120.00	0	\$0.00	48	\$1,344.00
L & A Testing			3	\$60.00	40	\$800.00	0	\$0.00	48	\$960.00
Transfer Cases			1	\$5.00	10	\$50.00	0	\$0.00	3	\$15.00
Metal Signs			2	\$2.00	20	\$20.00	0	\$0.00	18	\$18.00
Wood Signs			1	\$2.00	10	\$20.00	0	\$0.00	9	\$18.00
Large Early Voting Signs			0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Early Voting Cabinet			0	\$0.00	0	\$0.00	0	\$0.00	6	\$300.00
Tote Box			1	\$1.00	10	\$10.00	0	\$0.00	3	\$3.00
Early Voting Computer			0	\$0.00	0	\$0.00	0	\$0.00	6	\$1,800.00
Total				\$754.00		\$10,020.00		\$0.00		\$14,058.00
Number of Entities Sharing Costs			1		3		3		4	
SubTotal				\$754.00		\$3,340.00		\$0.00		\$3,514.50
Grand Total				\$7,608.50						

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EARLY VOTING

Number of Early Voting Locations
Workers each location

	Units	Cost PCTY	Units	Cost PCTY/PISD/CCCC	Units	Cost PCTY/FISD/CCCC	Units	Cost FISD/PISD/CCCC/PCTY
EV Ballot Board	1	\$75.00	0	\$0.00	0	\$0.00	0	\$0.00
Mailed Ballot Kits	10	\$10.00	100	\$100.00	15	\$15.00	0	\$0.00
Postage for Ballots	3	\$1.74	10	\$5.80	5	\$2.90	0	\$0.00
Assemble EV Location	0	\$0.00	0	\$0.00	0	\$0.00	6	\$300.00
Total Judge Hours	0	\$0.00	0	\$0.00	0	\$0.00	540	\$6,480.00
Total Alt. Judge & Clerk Hours	0	\$0.00	0	\$0.00	0	\$0.00	1584	\$15,840.00
Pickup & Delivery of Supplies	0	\$0.00	0	\$0.00	0	\$0.00	6	\$150.00
Total		\$86.74		\$105.80		\$17.90		\$22,770.00
Number of Entities Sharing Costs	1		3		3		4	
SubTotal		\$86.74		\$35.27		\$5.97		\$5,692.50
Grand Total								

ELECTION DAY

Number of Election Day Locations
Workers each location

	Units	Cost PCTY	Units	Cost PCTY/PISD/CCCC	Units	Cost PCTY/FISD/CCCC	Units	Cost FISD/PISD/CCCC/PCTY
Total Judge Hours	14	\$168.00	140	\$1,680.00	0	\$0.00	42	\$504.00
Total Alt. Judge & Clerk Hours	42	\$420.00	420	\$4,200.00	0	\$0.00	130	\$1,300.00
Election Day Technical Support	1	\$100.00	10	\$1,000.00	0	\$0.00	3	\$300.00
Pickup & Delivery of Supplies	1	\$25.00	10	\$250.00	0	\$0.00	3	\$75.00
Total		\$713.00		\$7,130.00		\$0.00		\$2,179.00
Number of Entities Sharing Costs	1		3		3		4	
SubTotal		\$713.00		\$2,376.67		\$0.00		\$544.75
Grand Total								

ADMINISTRATIVE EXPENSES

Number of Early Voting Locations
Number of Election Day Locations

	Units	Cost PCTY	Units	Cost PCTY/PISD/CCCC	Units	Cost PCTY/FISD/CCCC	Units	Cost FISD/PISD/CCCC/PCTY
Manual Recount Deposit	1	\$60.00	0	\$0.00	0	\$0.00	0	\$0.00
Process Pollworker Checks	4	\$6.00	50	\$75.00	0	\$0.00	56	\$84.00
Process Election Judge Notices	4	\$6.00	20	\$30.00	0	\$0.00	18	\$27.00
Total		\$72.00		\$105.00		\$0.00		\$111.00
Number of Entities Sharing Costs	1		3		3		4	
SubTotal		\$72.00		\$35.00		\$0.00		\$27.75
Grand Total								

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TABULATION

Tabulation Network	\$4,000.00
Programming	\$2,050.00
Audio Services	\$1,000.00
Notice of Inspection/Tabulation Test	<u>\$500.00</u>
Total	\$7,550.00
Number of Entities	<u>30</u>
Total Per Entity	\$251.67

CENTRALIZED COSTS

Cost for Central Count Workers	\$1,500.00
FICA on Election Workers	\$2,500.00
Assemble EV Location	\$50.00
Early Voting Machines in McKinney (8)	\$1,600.00
Early Voting Computer in McKinney	\$300.00
L&A Testing of Equipment	\$176.00
Early Voting Personnel in McKinney	\$4,500.00
Ballot Style Setup Fee (Printer)	\$60.00
Printer Labels for Early Voting in McKinney	\$80.00
County Overtime and Temporaries	\$18,000.00
FICA & Retirement for County Employees	<u>\$2,000.00</u>
Total	\$30,766.00
Number of Entities	<u>25</u>
Total Per Entity	\$1,230.64

Total for Tabulation & Centralized Costs

\$1,482.31

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SUMMARY OF COSTS FOR CITY OF PLANO

SUPPLY COST	\$514.47
EQUIPMENT RENTAL COST	\$7,608.50
EARLY VOTING	\$5,820.47
ELECTION DAY	\$3,634.42
ADMINISTRATIVE EXPENSES	\$134.75
TABULATION/CENTRALIZED COSTS	\$1,482.31
Total	\$19,194.92
10% Administrative Fee	\$1,919.49
Grand Total	\$21,114.41
90% due County by 3/28/08	\$19,002.97

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JOINT ELECTION AGREEMENT

The parties to this agreement are the City Council of the City of Plano (the City), the Board of Trustees of the Plano Independent School District (PISD) and the Board of Trustees of the Frisco Independent School District (FISD) known as the Schools and the Board of Trustees of the Collin County Community College District (the College), all of whom are governmental entities of the State of Texas, and are collectively referred to as "Parties", agree to holding a joint election and to allocate expenses for the joint election under the following terms and conditions:

The City, the Schools and the College do hereby agree, pursuant to the provisions of the Texas Election Code, to hold a joint election for the General Elections of the City, FISD and the College along with the General and anticipated Special Elections of the PISD to be held on Saturday, May 10, 2008 for the purposes of establishing the terms and conditions for sharing expenses associated with the elections to be held in May 2008, and any runoff election that may be required. Each of these parties will contract individually with the Collin County Elections Administrator (Election Administrator) to perform various duties and responsibilities on their behalf and to be charged expenses in accordance with the terms of this Agreement.

The parties shall divide the expenses for the election(s) as follows:

1. The parties shall divide equally the expenses for all Collin County **early voting** locations utilized by the City with the exception of the Preston Ridge Campus of Collin County Community College. The early voting expenses incurred at the Preston Ridge Campus site shall be divided equally between FISD and the College. FISD and College agree that City ballots will be included at the Preston Ridge Campus site.
2. City, PISD and College shall divide equally the **election day** expenses for Collin County voter polling locations located in the City. FISD shall also pay a pro rata share of expenses for three **election day** polling locations at Brinker Elementary School, Bethany Elementary School, and Robinson Middle School.
3. The City shall be solely responsible for **election day** expenses incurred at Christopher Parr Library.

Expenses. The term "expenses" includes polling location costs, election officials, supplies, ballots and any other and all necessary expenses for the election. Expenses unique to one entity shall be billed solely to that entity such as in the case of a runoff, recount, or other matter.

Tabulation and centralized costs shall be shared equally between the actual number of entities holding an election on May 10, 2008.

Each entity shall be solely responsible for its fees incurred under this Agreement. Any dispute regarding the expenses shall be resolved by the parties affected.

Cancellation of Election. An entity canceling an election pursuant to Section 2.053 of the Texas Election Code will not be liable for costs incurred by the Elections Administrator in conducting the remaining May 10, 2008, Joint Elections; however, the entity will be liable to Collin County Elections Administrator for the contract preparation fee of \$75.00 .

APPROVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS in its meeting held the _____ day of _____, 2008, and executed by its authorized representative.

By: _____
Thomas H. Muehlenbeck, City Manager

Attest: _____
Diane Zucco, City Secretary

Approved as to form: *Juan Wechat*

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EXHIBIT "D" TO JOINT ELECTION CONTRACT

EXHIBIT "A" TO RESOLUTION NO. 2008-2-1(R)

Page 2 of 2

APPROVED BY THE TRUSTEES OF THE FRISCO INDEPENDENT SCHOOL DISTRICT in its meeting held the _____ day of _____, 2008, and executed by its authorized representative.

By: _____
Dr. Rick Reedy, Superintendent

Attest: _____
Buddy Minett, President
Board of Trustees

APPROVED BY THE TRUSTEES OF THE PLANO INDEPENDENT SCHOOL DISTRICT in its meeting held the _____ day of _____, 2008, and executed by its authorized representative.

By: _____
Dr. Douglas W. Otto, Superintendent

Attest: _____
Denise Gillespie, Executive
Assistant to the Superintendent

APPROVED BY THE TRUSTEES OF THE COLLIN COUNTY COMMUNITY COLLEGE DISTRICT in its meeting held the _____ day of _____, 2008, and executed by its authorized representative.

By: _____
Dr. Cary A. Israel, President

Attest: _____
Brenda Kihl, Elections Secretary

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AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of Collin County Elections Administration (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.

SHARON ROWE
Name of Contractor

By: Sharon Rowe
Signature

SHARON ROWE
Print Name

ELECTIONS ADMINISTRATOR
Title

2-5-08
Date



STATE OF TEXAS §
COUNTY OF COLLIN §

SUBSCRIBED AND SWORN TO before me this 5th day of
FEBRUARY, 2008

Patricia Jean Seals
Notary

Please fax completed form back to the Purchasing Division at 972-461-6839

01-18-06

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C



**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: 3/4/08		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Parks and Recreation			Initials	Date
Department Head	Don Wendell			Executive Director	<i>[Signature]</i> 2-21-08
Dept Signature:				City Manager	<i>[Signature]</i> 2/22/08
Agenda Coordinator (include phone #): Susan Berger (7255)					

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, APPROVING A SECOND MODIFICATION TO A LEASE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND PLANO SPORTS AUTHORITY, INC. SO AS TO DECREASE THE SIZE OF THE LEASE AREA AND TO INCREASE THE PERCENTAGE ALLOWED FOR LEASEHOLD FINANCING; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE 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

An agreement to lease a portion of Enfield Park to Plano Sports Authority, Inc. (PSA) was approved by City Council on November 14, 2005; and a modification was approved on July 9, 2007 to insert a new Section 6.01.

The first modification adjusted the Exhibits to reflect a smaller facility and eliminate some parking requirements associated with the larger, originally planned building.

This second modification to the lease decreases the size of the lease area to reflect the actual area (3.605 acres) according to a recent survey. Exhibit "A" from the first modification is replaced in its entirety. Also, Section 15.07 of the original agreement, which increases the percentage allowed for the leasehold financing from 25% to 80% of the budgeted costs of the Improvements, is replaced in its entirety.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING A SECOND MODIFICATION TO A LEASE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND PLANO SPORTS AUTHORITY, INC. SO AS TO DECREASE THE SIZE OF THE LEASE AREA AND TO INCREASE THE PERCENTAGE ALLOWED FOR LEASEHOLD FINANCING; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved a lease agreement by and between the City of Plano and Plano Sports Authority, Inc. for a certain area and improvements thereon, either currently existing or to be constructed, located within Enfield Park, Plano, Collin County, Texas on November 14, 2005 by Resolution No. 2005-11-12(R); and

WHEREAS, the City Council approved a First Modification to the lease agreement on July 9, 2007 (hereinafter called "First Modification"); and

WHEREAS, the City Council has been presented a proposed Second Modification of the lease agreement, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Second Modification") which decreases the lease area from 4.5 acres to 3.605 acres and increases the percentage allowed for leasehold financing from 25% to 80% of the budgeted costs of the Improvements; and

WHEREAS, upon full review and consideration of the Second Modification, 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 the Second Modification 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 Second Modification, having been reviewed by the City Council of the City of Plano and found to be

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acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

Section II. All other terms and conditions of the Lease shall remain unchanged and shall remain in full force and effect.

Section III. The City Manager, or in his absence, an Executive Director, is hereby authorized to execute the Second Modification, substantially according to the terms and conditions set forth above.

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

DULY PASSED AND APPROVED this the _____ day of _____, 2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

1-3

THE STATE OF TEXAS

§
§
§
§
§

**SECOND MODIFICATION OF LEASE
BY AND BETWEEN CITY OF PLANO
AND PLANO SPORTS AUTHORITY, INC.**

COUNTY OF COLLIN

THIS SECOND MODIFICATION of a Lease Agreement (hereinafter "Second Modification") is made and entered into on this the ____ day of _____, 2008 by and between PLANO SPORTS AUTHORITY, INC., (hereinafter "PSA") Plano, Texas, and the CITY OF PLANO, TEXAS, a home rule municipal corporation (hereafter "CITY"), acting by and through its City Manager or his designee.

WHEREAS, City and PSA entered into a Lease Agreement on November 21, 2005 (hereinafter "Agreement") for certain area and improvements thereon, either currently existing or to be constructed, located within Enfield Park; and

WHEREAS, the Agreement was modified on July 9, 2007 (hereinafter "First Modification") to insert a new Section 6.01; and

WHEREAS, the City and PSA desire to further amend the Agreement to include a new legal description of the leased area as shown in Exhibit "A" to the Agreement; and

WHEREAS, the City and PSA desire to further amend the Agreement to insert a new Section 15.07 of the Agreement increasing the percentage allowed for leasehold financing from 25% to 80% of the budgeted costs of the Improvements;

NOW THEREFORE, the Agreement as amended by First Modification, is further amended as follows:

1. Exhibit "A" to the Agreement is deleted in its entirety and the attached Exhibit "A" is substituted to reflect the lease area as 157,041 square feet or 3.605 acres.

2. Section 15.07 of the Agreement is hereby modified to read in its entirety as follows:

"Section 15.07. FINANCING. LESSEE may, at any time and from time to time, encumber LESSEE's leasehold interest, by deed of trust, mortgage or other security instrument without obtaining the consent of LESSOR, but no such encumbrance shall constitute a lien on the fee title of LESSOR in and to the Leased Premises. Any indebtedness secured by any encumbrance covering LESSEE's leasehold estate shall at all times be and remain inferior and subordinate to all the conditions, covenants and obligations of this Lease and to all the rights of LESSOR under this Lease, including LESSOR's rights upon the termination hereof to receive title to the Improvements free and clear of all liens and encumbrances and any such deed of trust or mortgage shall contain such

2-4

express subordination language. Any encumbrance created by LESSEE on its leasehold estate shall be without cost or expense to LESSOR and to the extent LESSOR incurs any cost or expense in respect thereto, LESSEE shall promptly reimburse LESSOR for such costs or expenses. In no event shall the amount of such leasehold financing exceed eighty percent (80%) of the budgeted costs of the Improvements.

3. All other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties enter into this Second Modification on the date first written above.

PLANO SPORTS AUTHORITY, INC.

By: _____
Name: _____
Title: _____

CITY OF PLANO, TEXAS

By: _____
Thomas H. Muehlenbeck
City Manager

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

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ACKNOWLEDGMENTS

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2008 by

_____, _____ of the **PLANO SPORTS AUTHORITY, 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 _____, 2008 by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

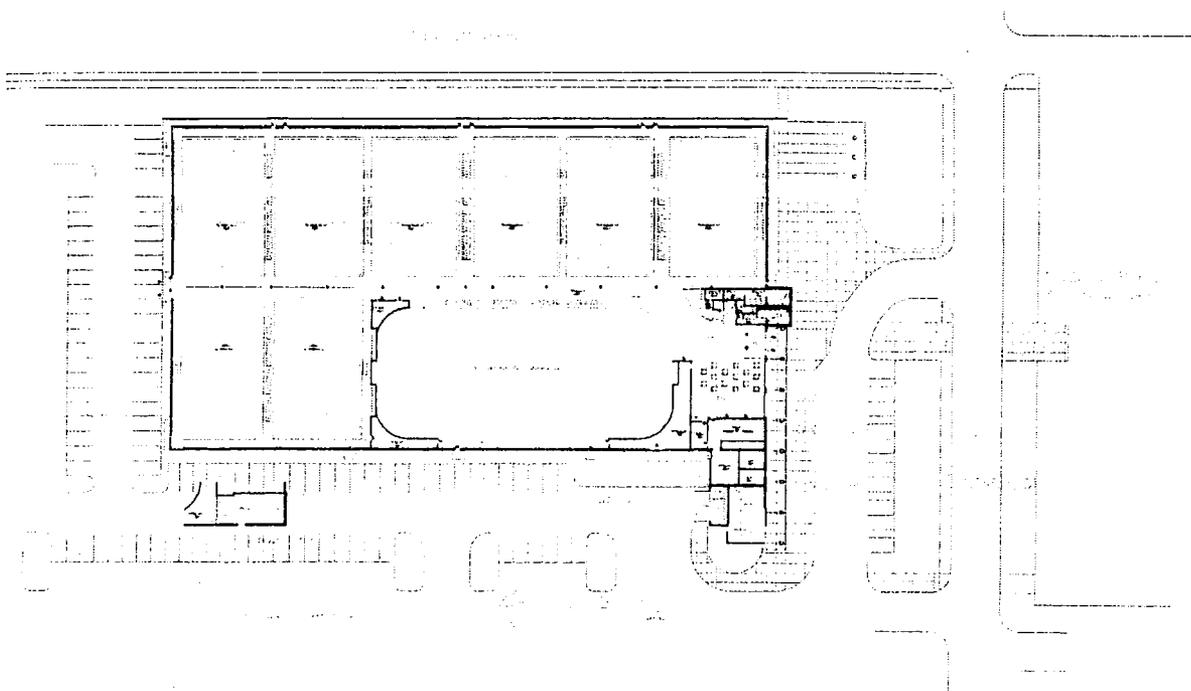
Exhibit "A"
Description of Leased Premises

The Enfield Site contains 157,041 square feet or 3.605 acres (the "City Land") located within Enfield Park, Plano, Texas, at the southeast corner of Enfield Park and which fronts Seabrook Drive as its southern boundary, and Stadium Drive on the eastern boundary. A survey of the exact lease property is attached as a part of this Exhibit "A".

Durable long life materials will be used on all interior finishes to reduce maintenance. Paint will be used on the concrete load bearing walls, along with relief texture design and windows for human scale.

Description:

- Approximately 75,000 square foot multi-sports complex
- 8 basketball / volleyball courts with wood or synthetic floor
- 1 Multi-use turf area
- Administrative offices; concession stand; dining area; restrooms; storage areas



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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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	3/4/08	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head:	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	<i>[Signature]</i>
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>[Signature]</i>
Agenda Coordinator (include phone #):		Irene Pegues		
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				
Approving the terms and conditions of a real estate contract by and between the City of Plano, Texas, and Darla C. Brodsky Irrevocable Marital Deduction Trust, Michael Backer, Robert J. Ziff Associates, Ziff Investment Partners and Pacific West for the purchase of 16,052 square feet of land located on the east side of Communications Parkway south of Spring Creek Parkway in the Henry B. Miller Survey, Abstract No. 614, in the City of Plano, Collin County, Texas; authorizing its execution by the City Manager or his designee; 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:	2007-08	Prior Year (CIP Only)	Current Year	Future Years
Budget		113,610	2,631,390	0
Encumbered/Expended Amount		-113,610	-57,890	0
This Item		0	-160,520	0
BALANCE		0	2,412,980	0
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are included in the 2007-08 Street Improvement CIP. This item, in the amount of \$160,520, will leave a current year balance of \$2,412,980 for the Communications – Parker to Spring Creek project. STRATEGIC PLAN GOAL: Land acquisition for street improvements relates to the City's Goal of Safe, Efficient Travel.				
SUMMARY OF ITEM				
This contract is for the acquisition of 16,052 square feet of land needed for the east side of Communications Parkway. The City will pay \$160,520 for the land.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A REAL ESTATE CONTRACT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND DARLA C. BRODSKY IRREVOCABLE MARITAL DEDUCTION TRUST, MICHAEL BACKER, ROBERT J. ZIFF ASSOCIATES, ZIFF INVESTMENT PARTNERS AND PACIFIC WEST FOR THE PURCHASE OF 16,052 SQUARE FEET OF LAND LOCATED ON THE EAST SIDE OF COMMUNICATIONS PARKWAY SOUTH OF SPRING CREEK PARKWAY IN THE HENRY B. MILLER SURVEY, ABSTRACT NO. 614, IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Real Estate Contract by and between City of Plano, Texas, and Darla C. Brodsky Irrevocable Marital Deduction Trust, Michael Backer, Robert J. Ziff Associates, Ziff Investment Partners and Pacific West, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Contract"); and

WHEREAS, upon full review and consideration of the Contract, 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 his designee, 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:

Section I. The terms and conditions of the Contract, 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 designee, is hereby authorized to execute the Contract 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 Contract.

Section III. This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED the _____ day of _____, 2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

REAL ESTATE CONTRACT

THIS CONTRACT is entered into as of the effective date as hereinafter defined by and between the Trustees of the DARLA C. BRODSKY IRREVOCABLE MARITAL DEDUCTION TRUST DATED MAY 23, 1988 as to a one-third (1/3) interest; MICHAEL BACKER (successor to VIRGINIA MAXWELL-HALE), TRUSTEE as to a two-ninths (2/9) interest; ROBERT J. ZIFF ASSOCIATES, L.L.C., A New Jersey limited liability company as to a one-ninth (1/9) interest, ZIFF INVESTMENT PARTNERS, a partnership as to a two-ninths (2/9) interest, and PACIFIC WEST LLC, an Oregon limited liability company as to one-ninth (1/9) interest (collectively the "Seller"), and CITY OF PLANO, TEXAS, a home rule municipal corporation (the "Purchaser").

WHEREAS, under threat of condemnation, the Purchaser desires to purchase and the Seller desires to sell to Purchaser a 16,052 square feet tract of land in fee simple for right-of-way purposes as more particularly described in Exhibit "A" attached hereto (the "Property") and an easement in a 4,472 square foot tract of land for a Temporary Construction Easement, more particularly described in Exhibit "B" (the "Easement"). Exhibits "A" and "B" are made a part hereof by reference.

WHEREAS, Seller and Purchaser have entered into this Contract to provide for the terms and conditions of the sale and purchase of the Property and the Easement.

NOW, THEREFORE, in consideration of the premises and for the further consideration of the terms, provisions, and condition hereinafter set forth, Seller and Purchaser have agreed as follows:

I. 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 the Easement and Purchaser has agreed and does hereby agree to purchase the Property and the Easement 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. Notwithstanding the foregoing, Seller's interest in all oil, gas and other minerals will not be included in this sale, and shall be reserved by Seller in the Deed at Closing; provided that Seller shall waive all rights to enter upon or disturb the surface of the Property in any way in connection with the exploitation of the mineral estate. The form of Deed attached hereto shall be modified to include provisions consistent with the foregoing mineral reservation and surface waiver, such modification to be reasonably acceptable to legal counsel for Seller and Purchaser.

J-4

2. **Purchase Price**

The purchase price ("Purchase Price") to be paid for the Property and the Easement shall be **ONE HUNDRED SIXTY THOUSAND FIVE HUNDRED TWENTY AND NO/100 DOLLARS (\$160,520.00)**.

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 the Easement and issued by a title company (the "Title Company") selected by Purchaser, and Purchaser will deliver a copy of same to Seller.

4. **Representations and Warranties of Seller**

(a) At Closing, Seller shall have good and indefeasible title to the Easement and 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 or in the Title Commitment.

(b) To the best knowledge and belief of Seller, at Closing there will be no parties in possession of any portion of the Property or the Easement 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 or the Easement and no litigation or similar proceeding is threatened or contemplated that would affect the Property or the Easement or any portion thereof.

(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 the Easement 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.

J-5

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 and the Easement at all times prior to Closing.

(b) No new or additional improvements will be constructed, located or placed on the Property or the Easement.

(c) To the best of Seller's knowledge and belief, neither the Property nor the Easement includes any personal property.

(d) During the pendency of this Contract, Seller shall not (without the prior written consent of the 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 or the Easement.

(e) This Contract constitutes a full and final settlement for all compensation due Seller for the Property and the Easement.

(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 (the "Deed") substantially the same as the form attached hereto as Exhibit "C" duly executed by Seller and properly acknowledged, in form for recording, conveying good and indefeasible title in fee simple absolute to the Property and containing covenants of special warranty; said Deed being subject to no liens, charges, encumbrances, exceptions or reservations of any kind or character other than those permitted by paragraph 4(a) of this Contract; and

(b) A Temporary Construction Easement (the "Easement") substantially the same as the form attached hereto as Exhibit "D" duly executed by Seller and properly acknowledged, in form for recording. Purchaser's obligation to restore the land affected by the Easement shall survive termination of the Easement.

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(c) All releases or other documents or instruments (all in recordable form) necessary to convey title to the Property as required by paragraph 4(a) of this Contract; and

(d) Such other documents and instruments as may be necessary to evidence the authority of Seller to convey title to the Property.

7. **Closing Costs and Proration**

Costs of title insurance for the Property and the Easement, 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; provided, however, that Seller shall not be responsible for any rollback tax that has not been assessed as of the Closing.

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. Nothing herein shall be construed to limit the Purchaser's right and power of eminent domain.

(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 and the Easement at Closing.

10. **Nonwaiver**

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) Purchaser acknowledges that Seller has previously received The City of Plano's approval of a Concept Plan for the tract of land owned by Seller which includes the Property, a copy of which Concept Plan is attached as Exhibit "E", and which shows a curb cut onto Communications Parkway. Although the City's approval has lapsed, Purchaser agrees that Seller's conveyance of the Property shall be subject to an express reservation of the right to make a curb cut onto Communications Parkway substantially as shown on Exhibit "E".

(b) This Contract (including the exhibits attached hereto) embodies the complete and entire agreement between the parties hereto relative to the Property and the Easement and supersedes all prior negotiations, agreements and understanding relating thereto and may not be varied except by written agreement of such parties.

(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 full 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. Copies of notices to Seller shall be sent to Kevin Flynn, Scheef & Stone, L.L.P., 5956 Sherry Lane, Suite 1400, Dallas, Texas 75225, phone: 214-706-4203, facsimile: 214-706-4249. Facsimile copies of executed counterparts have the same effect as originally executed counterparts.

(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.

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(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 has agreed to pay Fred Brodsky Company commission in the amount of six percent (6%) of the Purchase Price. Except as to broker and Commission Agreement, Seller and Purchaser each represent to the other that there have been no brokers or real estate commission 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

TRUSTEES OF THE DARLA C. BRODSKY
IRREVOCABLE MARITAL DEDUCTION
TRUST DATED MAY 23, 1988

Date: 1/25/08

By: Donk Plunk
Name: DON R. PLUNK, Trustee
Address: 5001 Spring Valley Rd., # 1100-W
Dallas, TX 75244

Date: 1/24/08

By: David M Jacobs
Name: DAVID M. JACOBS, Trustee
Address: ~~7019 Nicki St.~~ P.O. Box 797847
~~Dallas, TX 75252~~ Dallas, TX 75379-7847

Date: _____

By: _____
Name: MICHAEL BACKER, Trustee For the
Benefit of the Charles J. Ziff 1977 Special Trust for
Children
Address: _____

J-9

(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 has agreed to pay Fred Brodsky Company commission in the amount of six percent (6%) of the Purchase Price. Except as to broker and Commission Agreement, Seller and Purchaser each represent to the other that there have been no brokers or real estate commission 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

**TRUSTEES OF THE DARLA C. BRODSKY
IRREVOCABLE MARITAL DEDUCTION
TRUST DATED MAY 23, 1988**

Date: _____

By: _____
Name: **DON R. PLUNK**, Trustee
Address: 5001 Spring Valley Rd., # 1100-W
Dallas, TX 75244

Date: _____

By: _____
Name: **DAVID M. JACOBS**, Trustee
Address: 7019 Nicki St.
Dallas, TX 75252

Date: 2/12/08

By: 
Name: **MICHAEL BACKER**, Trustee For the
Benefit of the Charles J. Ziff 1977 Special Trust for
Children
Address: P.O. Box 5600
Woodbridge NJ 07095

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ROBERT J. ZIFF ASSOCIATES, L.L.C., a New Jersey limited liability company

Date: 2/12/08

By: [Signature]

Name: MICHAEL BACKER, Manager

Address: P.O. Box 5600
Woodbridge NJ 07095

ZIFF INVESTMENT PARTNERS, a New York general partnership

Date: _____

By: _____

Name: ~~STEVE ZIFF~~, Partnership Manager

Address: _____

PACIFIC WEST LLC, an Oregon limited liability company

Date: _____

By: _____

Name: _____

Address: _____

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ROBERT J. ZIFF ASSOCIATES, L.L.C., a New Jersey limited liability company

Date: _____

By: _____

Name: MICHAEL BACKER, Manager

Address: _____

ZIFF INVESTMENT PARTNERS, a New York general partnership

Date: _____

By: _____

Name: ~~STEVE ZIFF~~, Partnership Manager

Address: _____

PACIFIC WEST LLC, an Oregon limited liability company

Date: January 30th, 2008

By: 

Name: DAVID ZIFF - MANAGING MEMBER

Address: 143 1/2 Terrell Rd

San Antonio, TX 78209

J-12

ROBERT J. ZIFF ASSOCIATES, L.L.C., a New Jersey limited liability company

Date: _____

By: _____
Name: MICHAEL BACKER, Manager
Address: _____

ZIFF INVESTMENT PARTNERS, a New York general partnership

Date: Jun 31, 2008

By: Tim Walter
Name: TIM WALTER, Partnership Manager
Address: C/O DARLA BRODSKY
5223 ROYAL LANE
DALLAS TEXAS 75229-5526

PACIFIC WEST LLC, an Oregon limited liability company

Date: _____

By: _____
Name: _____
Address: _____

J-13

PURCHASER:

CITY OF PLANO, TEXAS, a Home Rule
Municipal Corporation

Date: _____

By: _____

THOMAS H. MUEHLENBECK
City Manager
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

APPROVED AS TO FORM:



Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

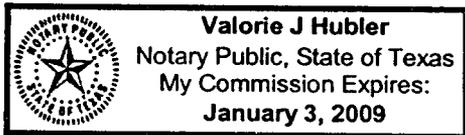
STATE OF TEXAS §

COUNTY OF Texas §

This instrument was acknowledged before me on the 25 day of January, 2008 by **DON R. PLUNK, TRUSTEE OF THE DARLA C. BRODSKY IRREVOCABLE MARTIAL DEDUCTION TRUST DATED MAY 23, 1988**, on behalf of said Trust.



Notary Public, State of Texas



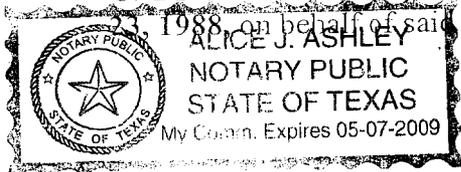
J-14

STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on the 24th day of January, 2008 by **DAVID M. JACOBS, TRUSTEE OF THE DARLA C. BRODSKY IRREVOCABLE MARTIAL DEDUCTION TRUST DATED MAY**

1988, on behalf of said Trust.



Alice J. Ashley
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____ by **MICHAEL BACKER, TRUSTEE** for the benefit of the Charles J. Ziff 1977 Special Trust for Children.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____ by **MICHAEL BACKER, Manager of ROBERT J. ZIFF ASSOCIATES, L.L.C.**, a New Jersey limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

J-15

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____ by DAVID M. JACOBS, TRUSTEE OF THE DARLA C. BRODSKY IRREVOCABLE MARTIAL DEDUCTION TRUST DATED MAY 23, 1988, on behalf of said Trust.

Notary Public, State of Texas

New Jersey
STATE OF ~~TEXAS~~ §

COUNTY OF *Middlesex* §

This instrument was acknowledged before me on the 12 day of February, 2008 by MICHAEL BACKER, TRUSTEE for the benefit of the Charles J. Ziff 1977 Special Trust for Children.

Peggy Mirabelli

Notary Public, State of Texas

PEGGY MIRABELLI
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JANUARY 13, 2010

New Jersey
STATE OF ~~TEXAS~~ §

COUNTY OF *Middlesex* §

This instrument was acknowledged before me on the 12 day of February, 2008 by MICHAEL BACKER, Manager of ROBERT J. ZIFF ASSOCIATES, L.L.C., a New Jersey limited liability company, on behalf of said limited liability company.

Peggy Mirabelli

Notary Public, State of Texas

New Jersey
PEGGY MIRABELLI
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JANUARY 13, 2010

J-16

~~STATE OF TEXAS §~~

~~COUNTY OF _____ §~~

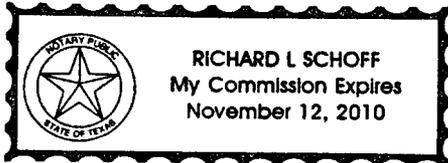
~~This instrument was acknowledged before me on the _____ day of _____, 20____ by STEVE ZIFF, Partnership Manager of ZIFF INVESTMENT PARTNERS, a New York general partnership, on behalf of said partnership.~~

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF Bexar §

This instrument was acknowledged before me on the 30th day of January, 2009 by David Ziff, _____ of PACIFIC WEST LLC, an Oregon limited liability company, on behalf of said limited liability company.



Richard L. Schoff
Notary Public, State of Texas

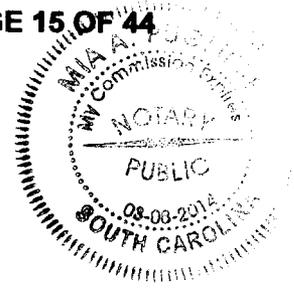
STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 20____ 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

J-17



SOUTH CAROLINA
STATE OF ~~TEXAS~~ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____ by **TIM WALTER**, Partnership Manager of **ZIFF INVESTMENT PARTNERS**, a New York general partnership, on behalf of said partnership.

Mia A. Pugliese

Notary Public, State of ~~Texas~~ *South Carolina*

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____ by _____, _____ of **PACIFIC WEST LLC**, an Oregon limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 20____ 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

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The Property

FIELD NOTES
RIGHT-OF-WAY PARCEL No. 2
EXHIBIT "A"

BEING 16,052 square feet of land located in the HENRY B. MILLER SURVEY, Abstract No. 614, Collin County, Texas, being a portion of that certain 40.936 acre tract of land described in deed to the Trustees of the Darla C. Brodsky Irrevocable Marital Deduction Trust Dated May 23, 1988 as to a one-third (1/3) interest and as recorded in Volume 2854, Page 547 of the Deed Records of Collin County, Texas; Virginia Maxwell-Hale, Trustee as to a two-ninths (2/9) interest and as recorded in Volume 4915, Page 853 of the Deed Records of Collin County, Texas; Robert J. Ziff Associates, L.L.C., A New Jersey limited liability company as to a one-ninth (1/9) interest and as recorded in Volume 5264, Page 2559 of the Deed Records of Collin County, Texas, Ziff Investment Partners, a partnership as to a two-ninths (2/9) interest and as recorded in Volume 4915, Page 853 of the Deed Records of Collin County, Texas, Pacific West LLC, an Oregon limited liability company as to one-ninth (1/9) interest, and as recorded in Volume 5424, Page 2914 of the Deed Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found at the Southwest corner of said Ziff Investment Partners tract, being in the north boundary line of a 121.2 acre tract of land described in deed to Acres of Sunshine, Ltd. (tract 1), recorded in Volume 4227, Page 827 of the Deed Records of Collin County, Texas, being in the existing East right-of-way line of Communications Parkway (a Proposed 110-foot right-of-way);

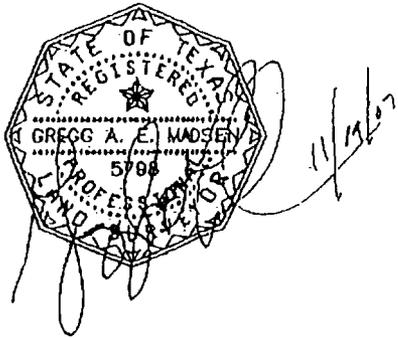
THENCE N 00°37'52"W along the West boundary line of said Ziff Investment Partners tract and the existing East right-of-way line of Communications Parkway, at 109.35 feet pass an aluminum capped concrete monument as shown on the Plat for Wolf Creek Estates Phase II, an addition to the City of Plano, recorded in Cabinet "I", Page 424 of the Plat Records of Collin County, Texas, continuing in all 290.21 feet to a 1/2" iron rod found at the Westerly Northwest corner of said Ziff Investment Partners tract, being the Southwest corner of a tract of land described in deed to Acres of Sunshine (tract 2), recorded in Volume 4227, Page 835 of the Deed Records of Collin County, Texas;

THENCE N 89°25'18"E along a North boundary line of said Ziff Investment Partners tract 2 and the South boundary line of said Acres of Sunshine tract, 56.07 feet to a 1" iron rod set in the proposed East right-of-way line of said Communications Parkway;

EXHIBIT "A"
The Property

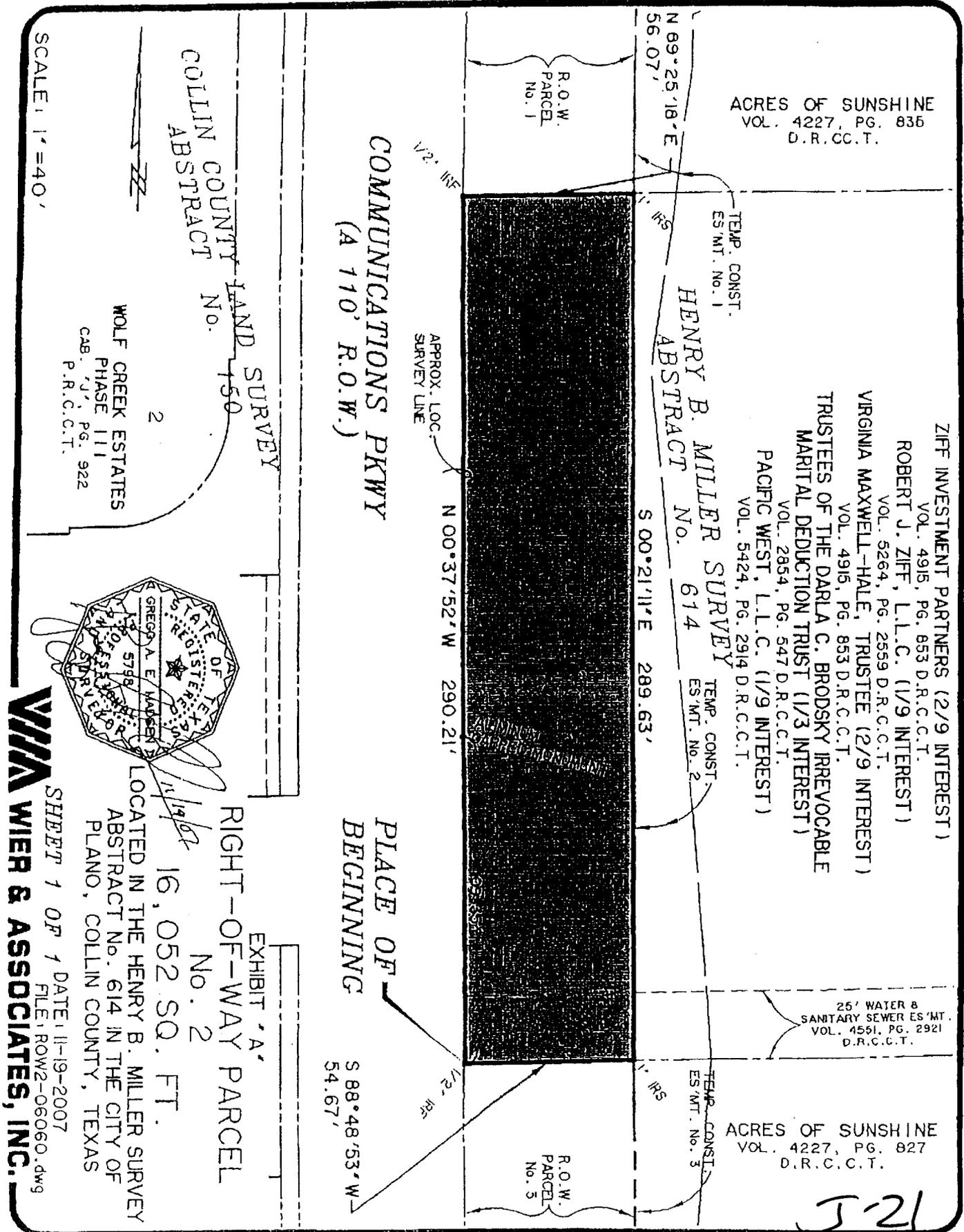
THENCE S 00°21'11"E along the proposed East right-of-way line of said Communications Parkway, 289.63 feet to a 1" iron rod set in the South boundary line of said Ziff Investment Partners tract, being a North boundary line of said Acres of Sunshine tract 1;

THENCE S 88°48'53"W along the said South boundary line of said Ziff Investment Partners tract and the North boundary line of said Acres of Sunshine tract 1, 54.67 feet to the PLACE OF BEGINNING, containing 16,052 square feet of land.



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EXHIBIT "A" - The Property



ACRES OF SUNSHINE
VOL. 4227, PG. 835
D.R.C.C.T.

ZIFF INVESTMENT PARTNERS (2/9 INTEREST)
VOL. 4915, PG. 853 D.R.C.C.T.
ROBERT J. ZIFF, L.L.C. (1/9 INTEREST)
VOL. 5264, PG. 2559 D.R.C.C.T.
VIRGINIA MAXWELL-HALE, TRUSTEE (2/9 INTEREST)
VOL. 4915, PG. 853 D.R.C.C.T.
TRUSTEES OF THE DARLA C. BRODSKY IRREVOCABLE
MARITAL DEDUCTION TRUST (1/3 INTEREST)
VOL. 2854, PG. 547 D.R.C.C.T.
PACIFIC WEST, L.L.C. (1/9 INTEREST)
VOL. 5424, PG. 2914 D.R.C.C.T.

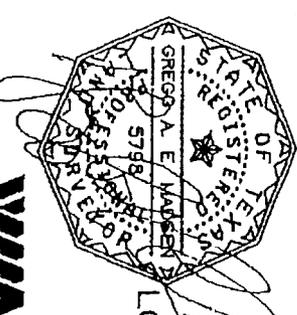
25' WATER &
SANITARY SEWER ES. MT.
VOL. 4551, PG. 2921
D.R.C.C.T.

ACRES OF SUNSHINE
VOL. 4227, PG. 827
D.R.C.C.T.

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SCALE: 1" = 40'

WOLF CREEK ESTATES
PHASE III
CAB. 'J', PG. 922
P.R.C.C.T.



VIA WIER & ASSOCIATES, INC.
SHEET 1 OF 1 DATE: 11-19-2007
FILE: ROW2-06060.dwg

EXHIBIT "B"
The EasementFIELD NOTES
TEMPORARY CONSTRUCTION EASEMENT No. 2

BEING 4,472 square feet of land located in the HENRY B. MILLER SURVEY, Abstract No. 614, Collin County, Texas, being a portion of that certain 40.936 acre tract of land described in deed to the Trustees of the Darla C. Brodsky Irrevocable Marital Deduction Trust Dated May 23, 1988 as to a one-third (1/3) interest and as recorded in Volume 2854, Page 547 of the Deed Records of Collin County, Texas; Virginia Maxwell-Hale, Trustee as to a two-ninths (2/9) interest and as recorded in Volume 4915, Page 853 of the Deed Records of Collin County, Texas; Robert J. Ziff Associates, L.L.C., A New Jersey limited liability company as to a one-ninth (1/9) interest and as recorded in Volume 5264, Page 2559 of the Deed Records of Collin County, Texas, Ziff Investment Partners, a partnership as to a two-ninths (2/9) interest and as recorded in Volume 4915, Page 853 of the Deed Records of Collin County, Texas, Pacific West LLC, an Oregon limited liability company as to one-ninth (1/9) interest, and as recorded in Volume 5424, Page 2914 of the Deed Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1" iron rod set in the proposed East right-of-way line of Communications Parkway (a Proposed 110-foot right-of-way), being in a North boundary line of said Ziff Investment Partners tract and the South boundary line of a 11.385 acre tract of land described in deed to Acres of Sunshine, Ltd.(tract 1), recorded in Volume 4227, Page 835 of the Deed Records of Collin County, Texas, lying N 89°25'18"E, 56.07 feet from a 1/2" iron rod found at the most Westerly Northwest corner of said Ziff Investment Partners tract;

THENCE N 89°25'18"E along a North boundary line of said Ziff Investment Partners tract and the South boundary line of said Acres of Sunshine tract 1, 14.28 feet to a point;

THENCE S 07°34'24"W, 60.38 feet to a point;

THENCE S 05°53'23"E, 149.56 feet to a point;

THENCE S 04°53'53"E, 80.89 feet to a point in the South boundary line of said Ziff Investment Partners tract, being the North boundary line of a 121.2 acre tract described in deed to Acres of Sunshine (tract 2), recorded in Volume 4227, Page 827 of the Deed Records of Collin County, Texas;

THENCE S 88°48'53"W along the South boundary line of said Ziff Investment Partners tract and the North boundary line of said Acres of Sunshine tract 2, 26.80 feet to a 1" iron rod set in the proposed East right-of-way line of said Communications Parkway;

EXHIBIT "B"
The Easement

THENCE N 00°21'11"W along the proposed East right-of-way line of said Communications Parkway, 289.03 feet to the PLACE OF BEGINNING, containing 4,472 square feet of land.

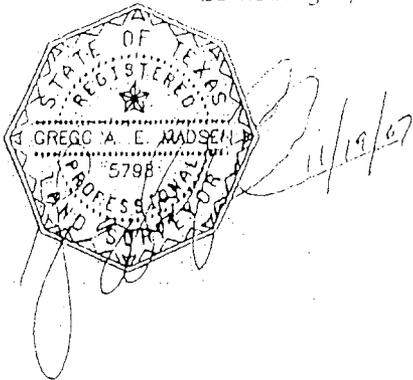


EXHIBIT "B"
The Easement

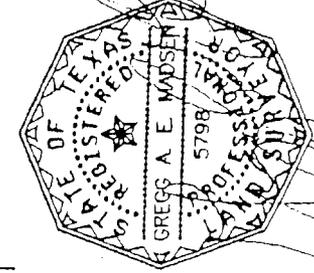
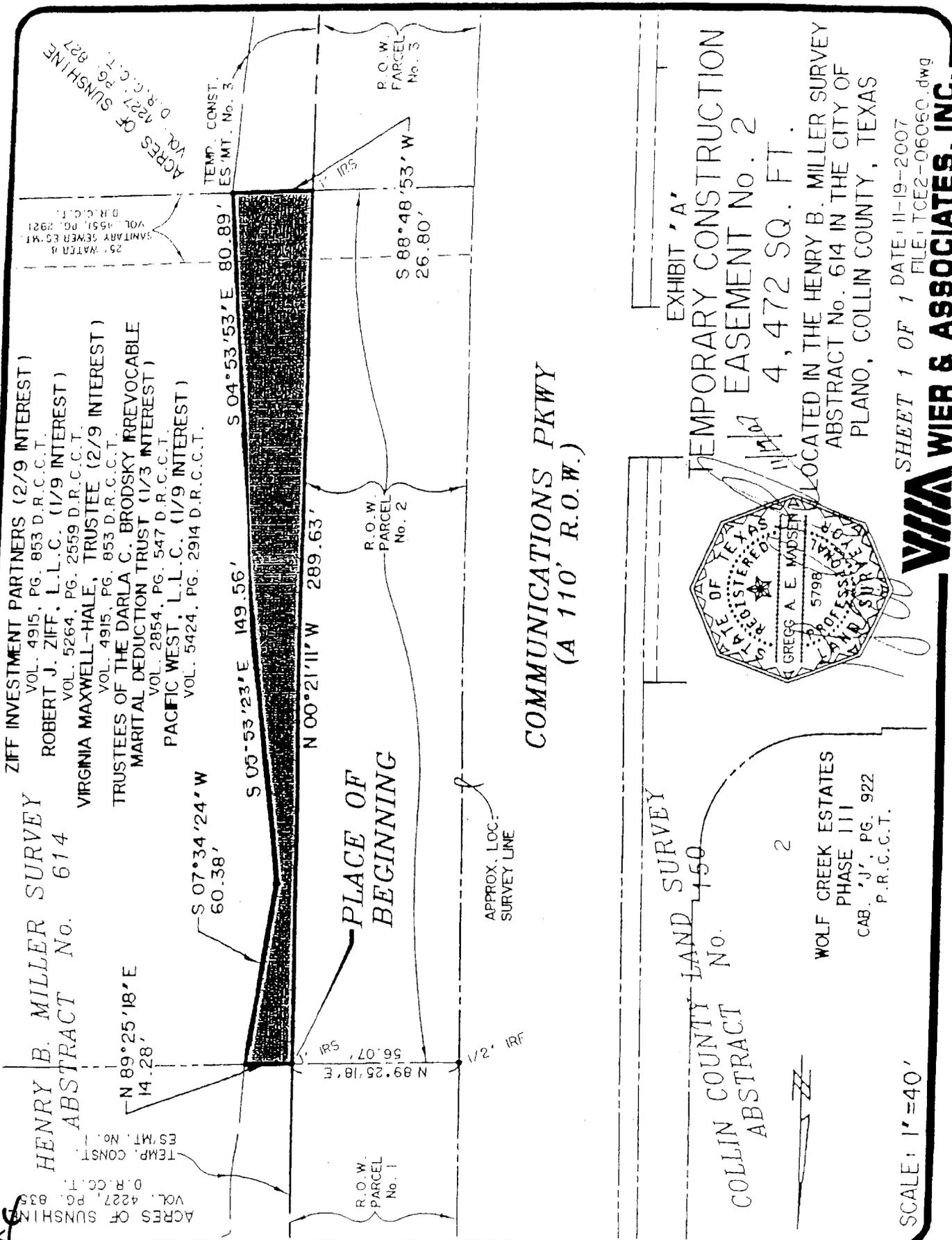


EXHIBIT "C"
The Special Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS; IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMER.

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN §

THAT, the Trustees of the **DARLA C. BRODSKY IRREVOCABLE MARITAL DEDUCTION TRUST DATED MAY 23, 1988** as to a one-third (1/3) interest; **MICHAEL BACKER, TRUSTEE** as to a two-ninths (2/9) interest; **ROBERT J. ZIFF ASSOCIATES, L.L.C.**, A New Jersey limited liability company as to a one-ninth (1/9) interest, **ZIFF INVESTMENT PARTNERS**, a partnership as to a two-ninths (2/9) interest, and **PACIFIC WEST LLC**, an Oregon limited liability company as to one-ninth (1/9) interest, thereafter collectively 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 **SELL, GRANT, 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").

It is acknowledged and agreed that Grantee is acquiring the Property for the purpose of permitting Grantee or its agents or assigns to construct, maintain, repair, and operate thereon street, highway, right-of-way, drainage improvements, utilities, and other related improvements. This provision shall not be construed as any restraint on the right of Grantee to convey fee simple title to the Property. The consideration paid to Grantor by Grantee for the Property shall be considered full compensation for the property interests conveyed to Grantee, including, without limitation, the right or claim to

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severance damages or any damages to, or diminution in value of, other lands belonging to Grantor that may be claimed or asserted by virtue of such acquisition of the Property by Grantee. Notwithstanding the area and shape of the Property, this Special Warranty Deed shall be construed as conveying all rights and appurtenances incident to any ordinary conveyance of land.

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 administrators, 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.

The mailing address of the Grantee is:

City of Plano
P.O. Box 860358
Plano, TX 75086-0358
Attention: Diane Zucco, City Secretary

EXECUTED this _____ day of _____, 20_____.

GRANTOR:

**TRUSTEES OF THE DARLA C. BRODSKY
IRREVOCABLE MARITAL DEDUCTION
TRUST DATED MAY 23, 1988**

Date: _____

By: _____

Name: **DON R. PLUNK**, Trustee
Address: 5001 Spring Valley Rd., # 1100-W
Dallas, TX 75244

Date: _____

By: _____

Name: **DAVID M. JACOBS**, Trustee
Address: 7019 Nicki St.
Dallas, TX 75252

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Date: _____

By: _____

Name: **MICHAEL BACKER**, Trustee For the Benefit of the Charles J. Ziff 1977 Special Trust for Children

Address: _____

ROBERT J. ZIFF ASSOCIATES, L.L.C., a New Jersey limited liability company

Date: _____

By: _____

Name: **MICHAEL BACKER**, Manager

Address: _____

ZIFF INVESTMENT PARTNERS, a New York general partnership

Date: _____

By: _____

Name: **STEVE ZIFF**, Partnership Manager

Address: _____

PACIFIC WEST LLC, an Oregon limited liability company

Date: _____

By: _____

Name: _____

Address: _____

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STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____ by **MICHAEL BACKER, TRUSTEE** for the benefit of the Charles J. Ziff 1977 Special Trust for Children.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____ by **MICHAEL BACKER, Manager of ROBERT J. ZIFF ASSOCIATES, L.L.C.**, a New Jersey limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____ by **STEVE ZIFF, Partnership Manager of ZIFF INVESTMENT PARTNERS**, a New York general partnership, on behalf of said partnership.

Notary Public, State of Texas

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STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____ by _____, _____ of **PACIFIC WEST LLC**, an Oregon limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 20____ 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

After Recording Please Return To:

City Attorney's Office
City of Plano, Texas
P.O. Box 860358
Plano, TX 75086-0358

J-30

The Property

FIELD NOTES
RIGHT-OF-WAY PARCEL No. 2
EXHIBIT "A"

BEING 16,052 square feet of land located in the HENRY B. MILLER SURVEY, Abstract No. 614, Collin County, Texas, being a portion of that certain 40.936 acre tract of land described in deed to the Trustees of the Darla C. Brodsky Irrevocable Marital Deduction Trust Dated May 23, 1988 as to a one-third (1/3) interest and as recorded in Volume 2854, Page 547 of the Deed Records of Collin County, Texas; Virginia Maxwell-Hale, Trustee as to a two-ninths (2/9) interest and as recorded in Volume 4915, Page 853 of the Deed Records of Collin County, Texas; Robert J. Ziff Associates, L.L.C., A New Jersey limited liability company as to a one-ninth (1/9) interest and as recorded in Volume 5264, Page 2559 of the Deed Records of Collin County, Texas, Ziff Investment Partners, a partnership as to a two-ninths (2/9) interest and as recorded in Volume 4915, Page 853 of the Deed Records of Collin County, Texas, Pacific West LLC, an Oregon limited liability company as to one-ninth (1/9) interest, and as recorded in Volume 5424, Page 2914 of the Deed Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found at the Southwest corner of said Ziff Investment Partners tract, being in the north boundary line of a 121.2 acre tract of land described in deed to Acres of Sunshine, Ltd. (tract 1), recorded in Volume 4227, Page 827 of the Deed Records of Collin County, Texas, being in the existing East right-of-way line of Communications Parkway (a Proposed 110-foot right-of-way);

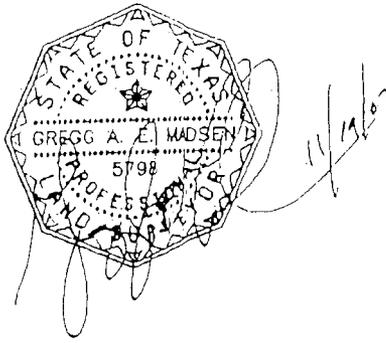
THENCE N 00°37'52"W along the West boundary line of said Ziff Investment Partners tract and the existing East right-of-way line of Communications Parkway, at 109.35 feet pass an aluminum capped concrete monument as shown on the Plat for Wolf Creek Estates Phase II, an addition to the City of Plano, recorded in Cabinet "I", Page 424 of the Plat Records of Collin County, Texas, continuing in all 290.21 feet to a 1/2" iron rod found at the Westerly Northwest corner of said Ziff Investment Partners tract, being the Southwest corner of a tract of land described in deed to Acres of Sunshine (tract 2), recorded in Volume 4227, Page 835 of the Deed Records of Collin County, Texas;

THENCE N 89°25'18"E along a North boundary line of said Ziff Investment Partners tract 2 and the South boundary line of said Acres of Sunshine tract, 56.07 feet to a 1" iron rod set in the proposed East right-of-way line of said Communications Parkway;

EXHIBIT "A"
The Property

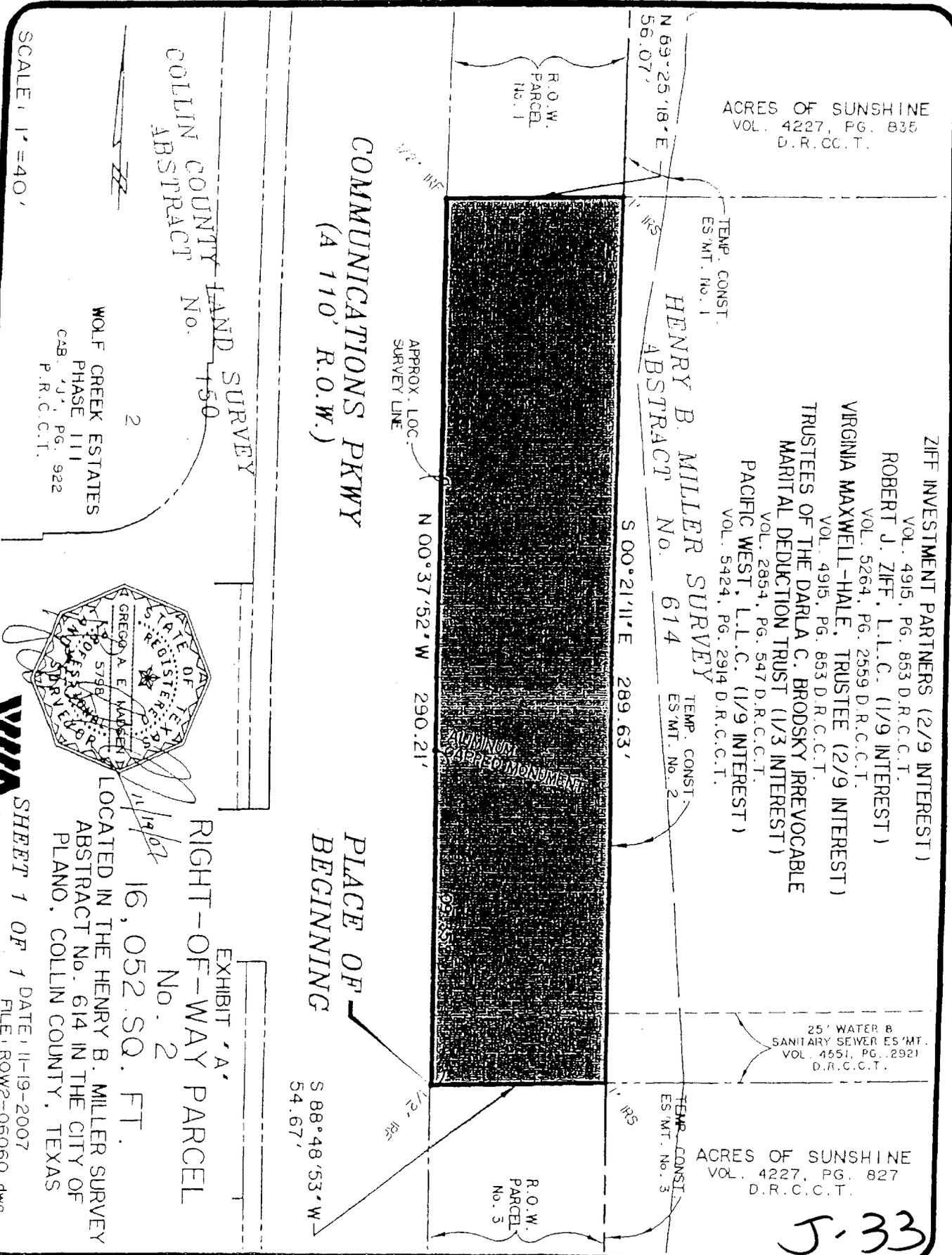
THENCE S 00°21'11"E along the proposed East right-of-way line of said Communications Parkway, 289.63 feet to a 1" iron rod set in the South boundary line of said Ziff Investment Partners tract, being a North boundary line of said Acres of Sunshine tract 1;

THENCE S 88°48'53"W along the said South boundary line of said Ziff Investment Partners tract and the North boundary line of said Acres of Sunshine tract 1, 54.67 feet to the PLACE OF BEGINNING, containing 16,052 square feet of land.



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EXHIBIT "A" - The Property



SCALE: 1"=40'

COLLIN COUNTY LAND SURVEY No. 150

WOLF CREEK ESTATES PHASE III CAB 'J', Pg. 922 P.R.C.C.T.

COMMUNICATIONS PKWY
(A 110' R.O.W.)

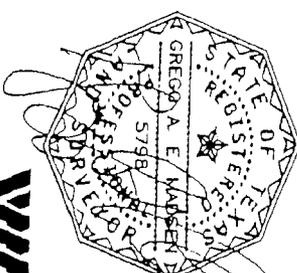
ACRES OF SUNSHINE VOL. 4227, PG. 835 D.R.C.C.T.

HENRY B. MILLER SURVEY ABSTRACT No. 614

ZIFF INVESTMENT PARTNERS (2/9 INTEREST)
VOL. 4915, PG. 863 D.R.C.C.T.
ROBERT J. ZIFF, L.L.C. (1/9 INTEREST)
VOL. 5264, PG. 2559 D.R.C.C.T.
VIRGINIA MAXWELL-HALE, TRUSTEE (2/9 INTEREST)
VOL. 4915, PG. 863 D.R.C.C.T.
TRUSTEES OF THE DARLA C. BRODSKY IRREVOCABLE MARITAL DEDICATION TRUST (1/3 INTEREST)
VOL. 2854, PG. 547 D.R.C.C.T.
PACIFIC WEST, L.L.C. (1/9 INTEREST)
VOL. 5424, PG. 2914 D.R.C.C.T.

25' WATER & SANITARY SEWER ES'MT. VOL. 4551, PG. 2921 D.R.C.C.T.

ACRES OF SUNSHINE VOL. 4227, PG. 827 D.R.C.C.T.



RIGHT-OF-WAY PARCEL No. 2

16,052.50 FT.

LOCATED IN THE HENRY B. MILLER SURVEY ABSTRACT No. 614 IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS

PLACE OF BEGINNING

VIA WIER & ASSOCIATES, INC.

SHEET 1 OF 1 DATE: 11-19-2007 FILE: ROW2-06060.dwg

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EXHIBIT "B"
The Permitted Exceptions

1. Easement granted by Mrs. M. B. Thompson to Denton County Electric Cooperative, Inc., dated 04/25/1938, filed 03/18/1953, recorded in Volume 468, Page 227, Real Property Records of Collin County, Texas. And as affected by Agreement Defining Area recorded in Volume 1262, Page 312, Real Property Records, Collin County, Texas.
2. Easement granted by John C. Thompson and wife, Mattie V. Thompson to Lebanon Water Supply Corporation, dated 02/05/1966, filed 02/25/1966, recorded in Volume 669, Page 268, Real Property Records of Collin County, Texas.
3. Easement granted by C.B. Thompson to Lebanon Water Supply Corporation, dated 02/02/1966, filed 02/25/1966, recorded in Volume 669, Page 290, Real Property Records of Collin County, Texas. Assigned to the City of Plano by instrument recorded in Volume 2919, Page 214, Real Property Records, Collin County, Texas.
4. Easement granted by Ziff Associates et al to the City of Plano, Texas, dated 11/24/1999, filed 11/29/1999, recorded in Volume 4551, Page 2921, Real Property Records of Collin County, Texas.
5. Easement granted by Ziff Associates et al to B.S.A. TX-372P, L.P., dated 12/24/1999, filed 11/29/1999, recorded in Volume 4551, Page 2961, Real Property Records of Collin County, Texas.
6. Terms, provisions, and conditions of Development and Waiver of Assessment Agreement, dated 11/24/1999, filed 11/29/1999, recorded in Volume 4551, Page 2879, Real Property Records of Collin County, Texas.
7. Terms, provisions, and conditions of Roadway Assessment Agreement filed 02/04/2003, recorded in Volume 5349, Page 5269, Real Property Records of Collin County, Texas.
8. Terms, provisions, and conditions of Memorandum of Agreement filed 05/06/2003, recorded in Volume 5411, Page 6176, Real Property Records of Collin County, Texas.

EXHIBIT "D"
The Easement

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN §

THAT, the Trustees of the **DARLA C. BRODSKY IRREVOCABLE MARITAL DEDUCTION TRUST DATED MAY 23, 1988** as to a one-third (1/3) interest; **MICHAEL BACKER** (successor to **VIRGINIA MAXWELL-HALE**), **TRUSTEE** as to a two-ninths (2/9) interest; **ROBERT J. ZIFF ASSOCIATES, L.L.C.**, A New Jersey limited liability company as to a one-ninth (1/9) interest, **ZIFF INVESTMENT PARTNERS**, a partnership as to a two-ninths (2/9) interest, and **PACIFIC WEST LLC**, an Oregon limited liability company as to one-ninth (1/9) interest, 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, does GIVE, GRANT and CONVEY to Grantee, its successors and assigns, a temporary construction easement in the tract of land described in Exhibit "A" attached hereto and made a part hereof by reference as if fully set forth herein (the "Easement Property"), which temporary construction easement shall be used as a staging area and access way for workers and equipment in connection with the constructing by Grantee of highway and street utilities in, on, across and through certain real property in

J-35

the City of Plano, Collin County, Texas, more particularly described in Exhibit "B", which is attached hereto and made a part hereof by reference as if fully set forth herein.

Grantee will at all times, after doing any work in connection with the construction, operation or repair of the Easement Property, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

This Temporary Construction Easement will expire at such time that the public improvement project described as the Communications (Parker to Spring Creek) Project No. 5732 is completed and accepted by the City of Plano, Texas or January 1, 2010, whichever occurs first.

This Easement may be assigned in whole or in part.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property or any part thereof, for the purpose of access by Grantee and Grantee's contractors and their employees and for the purposes set forth above.

SIGNED this _____ day of _____, 2008.

**TRUSTEES OF THE DARLA C. BRODSKY
IRREVOCABLE MARITAL DEDUCTION
TRUST DATED MAY 23, 1988**

Date: _____

By: _____

Name: **DON R. PLUNK**, Trustee
Address: 5001 Spring Valley Rd., # 1100-W
Dallas, TX 75244

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Date: _____

By: _____

Name: **DAVID M. JACOBS**, Trustee

Address: 7019 Nicki St.
Dallas, TX 75252

Date: _____

By: _____

Name: **MICHAEL BACKER (successor to VIRGINIA MAXWELL-HALL)**, Trustee For the Benefit of the Charles J. Ziff 1977 Special Trust for Children

Address: _____

ROBERT J. ZIFF ASSOCIATES, L.L.C., a New Jersey limited liability company

Date: _____

By: _____

Name: **MICHAEL BACKER**, Manager

Address: _____

ZIFF INVESTMENT PARTNERS, a New York general partnership

Date: _____

By: _____

Name: **STEVE ZIFF**, Partnership Manager

Address: _____

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PACIFIC WEST LLC, an Oregon limited liability company

Date: _____

By: _____

Name: _____

Address: _____

PURCHASER:

**CITY OF PLANO, TEXAS, a Home Rule
Municipal Corporation**

Date: _____

By: _____

THOMAS H. MUEHLENBECK

City Manager

1520 Avenue K

P. O. Box 860358

Plano, TX 75086-0358

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS § [To be revised as appropriate for state where
acknowledgment occurs].

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____ by **DON R. PLUNK, TRUSTEE OF THE DARLA C. BRODSKY IRREVOCABLE MARTIAL DEDUCTION TRUST DATED MAY 23, 1988**, on behalf of said Trust.

Notary Public, State of Texas

J-38

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____ by **DAVID M. JACOBS, TRUSTEE OF THE DARLA C. BRODSKY IRREVOCABLE MARTIAL DEDUCTION TRUST DATED MAY 23, 1988**, on behalf of said Trust.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____ by **MICHAEL BACKER (successor to VIRGINIA MAXWELL-HALE), TRUSTEE** for the benefit of the Charles J. Ziff 1977 Special Trust for Children.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____ by **MICHAEL BACKER, Manager of ROBERT J. ZIFF ASSOCIATES, L.L.C.**, a New Jersey limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

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STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____ by **STEVE ZIFF**, Partnership Manager of **ZIFF INVESTMENT PARTNERS**, a New York general partnership, on behalf of said partnership.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____ by _____, _____ of **PACIFIC WEST LLC**, an Oregon limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 20____ 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

After Recording Return to:
City Attorney's Office
City of Plano, Texas
P. O. Box 860358
Plano, TX 75086-0358

J-40

The Easement Property

FIELD NOTES
TEMPORARY CONSTRUCTION EASEMENT No. 2
EXHIBIT "A"

BEING 4,472 square feet of land located in the HENRY B. MILLER SURVEY, Abstract No. 614, Collin County, Texas, being a portion of that certain 40.936 acre tract of land described in deed to the Trustees of the Darla C. Brodsky Irrevocable Marital Deduction Trust Dated May 23, 1988 as to a one-third (1/3) interest and as recorded in Volume 2854, Page 547 of the Deed Records of Collin County, Texas; Virginia Maxwell-Hale, Trustee as to a two-ninths (2/9) interest and as recorded in Volume 4915, Page 853 of the Deed Records of Collin County, Texas; Robert J. Ziff Associates, L.L.C., A New Jersey limited liability company as to a one-ninth (1/9) interest and as recorded in Volume 5264, Page 2559 of the Deed Records of Collin County, Texas, Ziff Investment Partners, a partnership as to a two-ninths (2/9) interest and as recorded in Volume 4915, Page 853 of the Deed Records of Collin County, Texas, Pacific West LLC, an Oregon limited liability company as to one-ninth (1/9) interest, and as recorded in Volume 5424, Page 2914 of the Deed Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1" iron rod set in the proposed East right-of-way line of Communications Parkway (a Proposed 110-foot right-of-way), being in a North boundary line of said Ziff Investment Partners tract and the South boundary line of a 11.385 acre tract of land described in deed to Acres of Sunshine, Ltd.(tract 1), recorded in Volume 4227, Page 835 of the Deed Records of Collin County, Texas, lying N 89°25'18"E, 56.07 feet from a 1/2" iron rod found at the most Westerly Northwest corner of said Ziff Investment Partners tract;

THENCE N 89°25'18"E along a North boundary line of said Ziff Investment Partners tract and the South boundary line of said Acres of Sunshine tract 1, 14.28 feet to a point;

THENCE S 07°34'24"W, 60.38 feet to a point;

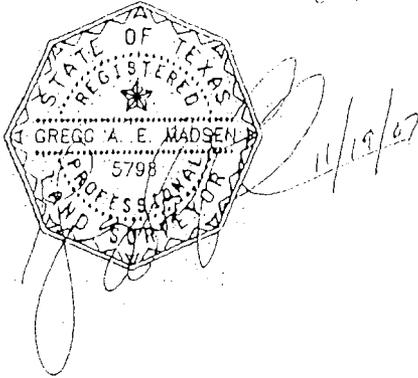
THENCE S 05°53'23"E, 149.56 feet to a point;

THENCE S 04°53'53"E, 80.89 feet to a point in the South boundary line of said Ziff Investment Partners tract, being the North boundary line of a 121.2 acre tract described in deed to Acres of Sunshine (tract 2), recorded in Volume 4227, Page 827 of the Deed Records of Collin County, Texas;

THENCE S 88°48'53"W along the South boundary line of said Ziff Investment Partners tract and the North boundary line of said Acres of Sunshine tract 2, 26.80 feet to a 1" iron rod set in the proposed East right-of-way line of said Communications Parkway;

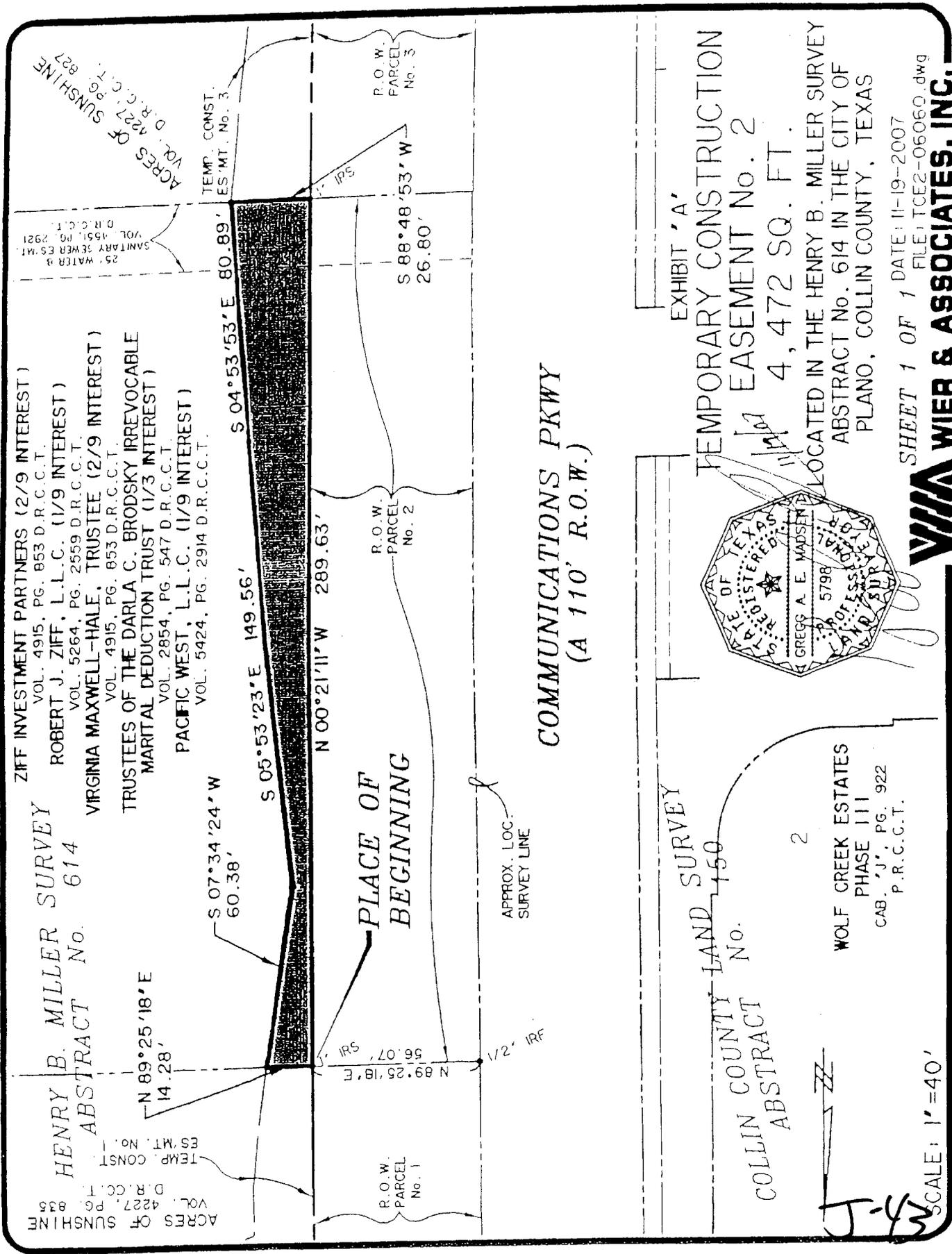
EXHIBIT "A"
The Easement Property

THENCE N 00°21'11"W along the proposed East right-of-way line of said Communications Parkway, 289.63 feet to the PLACE OF BEGINNING, containing 4,472 square feet of land.



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EXHIBIT "A"
The Easement Property



ZIFF INVESTMENT PARTNERS (2/9 INTEREST)
VOL. 4915, PG. 853 D.R.C.C.T.
ROBERT J. ZIFF, L.L.C. (1/9 INTEREST)
VOL. 5264, PG. 2559 D.R.C.C.T.
VIRGINIA MAXWELL-HALE, TRUSTEE (2/9 INTEREST)
VOL. 4915, PG. 853 D.R.C.C.T.
TRUSTEES OF THE DARLA C. BRODSKY IRREVOCABLE
MARITAL DEDUCTION TRUST (1/3 INTEREST)
VOL. 2854, PG. 547 D.R.C.C.T.
PACIFIC WEST, L.L.C. (1/9 INTEREST)
VOL. 5424, PG. 2914 D.R.C.C.T.

HENRY B. MILLER SURVEY
ABSTRACT No. 614

ACRES OF SUNSHINE
VOL. 4227, PG. 835
D.R.C.C.T.
TEMP. CONST.
ES.MT. No. 1

S 07°34'24" W
60.38'

S 05°53'23" E 149.56'

S 04°53'53" E 80.89'

N 00°21'11" W 289.63'

PLACE OF
BEGINNING

R.O.W.
PARCEL
No. 1

R.O.W.
PARCEL
No. 2

R.O.W.
PARCEL
No. 3

APPROX. LOC.
SURVEY LINE

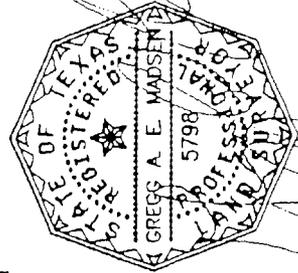
COMMUNICATIONS PKWY
(A 110' R.O.W.)

COLLIN COUNTY LAND SURVEY
No. 150
ABSTRACT No. 2

WOLF CREEK ESTATES
PHASE III
CAB. 'J', PG. 922
P.R.C.C.T.

EXHIBIT 'A'
TEMPORARY CONSTRUCTION
EASEMENT No. 2
4,472 SQ. FT.

LOCATED IN THE HENRY B. MILLER SURVEY
ABSTRACT No. 614 IN THE CITY OF
PLANO, COLLIN COUNTY, TEXAS



SHEET 1 OF 1 DATE: 11-19-2007
FILE: TCE2-06060.dwg

VIA WIER & ASSOCIATES, INC.

SCALE: 1" = 40'

J-43

EXHIBIT "B"

BEING 16,052 square feet of land located in the HENRY B. MILLER SURVEY, Abstract No. 614, Collin County, Texas, being a portion of that certain 40.936 acre tract of land described in deed to the Trustees of the Darla C. Brodsky Irrevocable Marital Deduction Trust Dated May 23, 1988 as to a one-third (1/3) interest and as recorded in Volume 2854, Page 547 of the Deed Records of Collin County, Texas; Virginia Maxwell-Hale, Trustee as to a two-ninths (2/9) interest and as recorded in Volume 4915, Page 853 of the Deed Records of Collin County, Texas; Robert J. Ziff Associates, L.L.C., A New Jersey limited liability company as to a one-ninth (1/9) interest and as recorded in Volume 5264, Page 2559 of the Deed Records of Collin County, Texas, Ziff Investment Partners, a partnership as to a two-ninths (2/9) interest and as recorded in Volume 4915, Page 853 of the Deed Records of Collin County, Texas, Pacific West LLC, an Oregon limited liability company as to one-ninth (1/9) interest, and as recorded in Volume 5424, Page 2914 of the Deed Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found at the Southwest corner of said Ziff Investment Partners tract, being in the north boundary line of a 121.2 acre tract of land described in deed to Acres of Sunshine, Ltd. (tract 1), recorded in Volume 4227, Page 827 of the Deed Records of Collin County, Texas, being in the existing East right-of-way line of Communications Parkway (a Proposed 110-foot right-of-way);

THENCE N 00°37'52"W along the West boundary line of said Ziff Investment Partners tract and the existing East right-of-way line of Communications Parkway, at 109.35 feet pass an aluminum capped concrete monument as shown on the Plat for Wolf Creek Estates Phase II, an addition to the City of Plano, recorded in Cabinet "I", Page 424 of the Plat Records of Collin County, Texas, continuing in all 290.21 feet to a 1/2" iron rod found at the Westerly Northwest corner of said Ziff Investment Partners tract, being the Southwest corner of a tract of land described in deed to Acres of Sunshine (tract 2), recorded in Volume 4227, Page 835 of the Deed Records of Collin County, Texas;

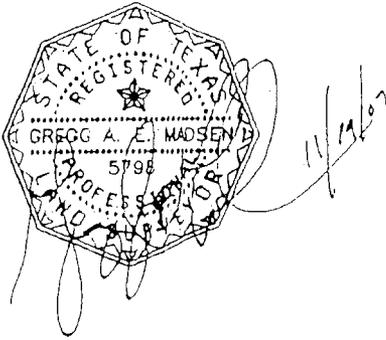
THENCE N 89°25'18"E along a North boundary line of said Ziff Investment Partners tract 2 and the South boundary line of said Acres of Sunshine tract, 56.07 feet to a 1" iron rod set in the proposed East right-of-way line of said Communications Parkway;

J-44

EXHIBIT "B"

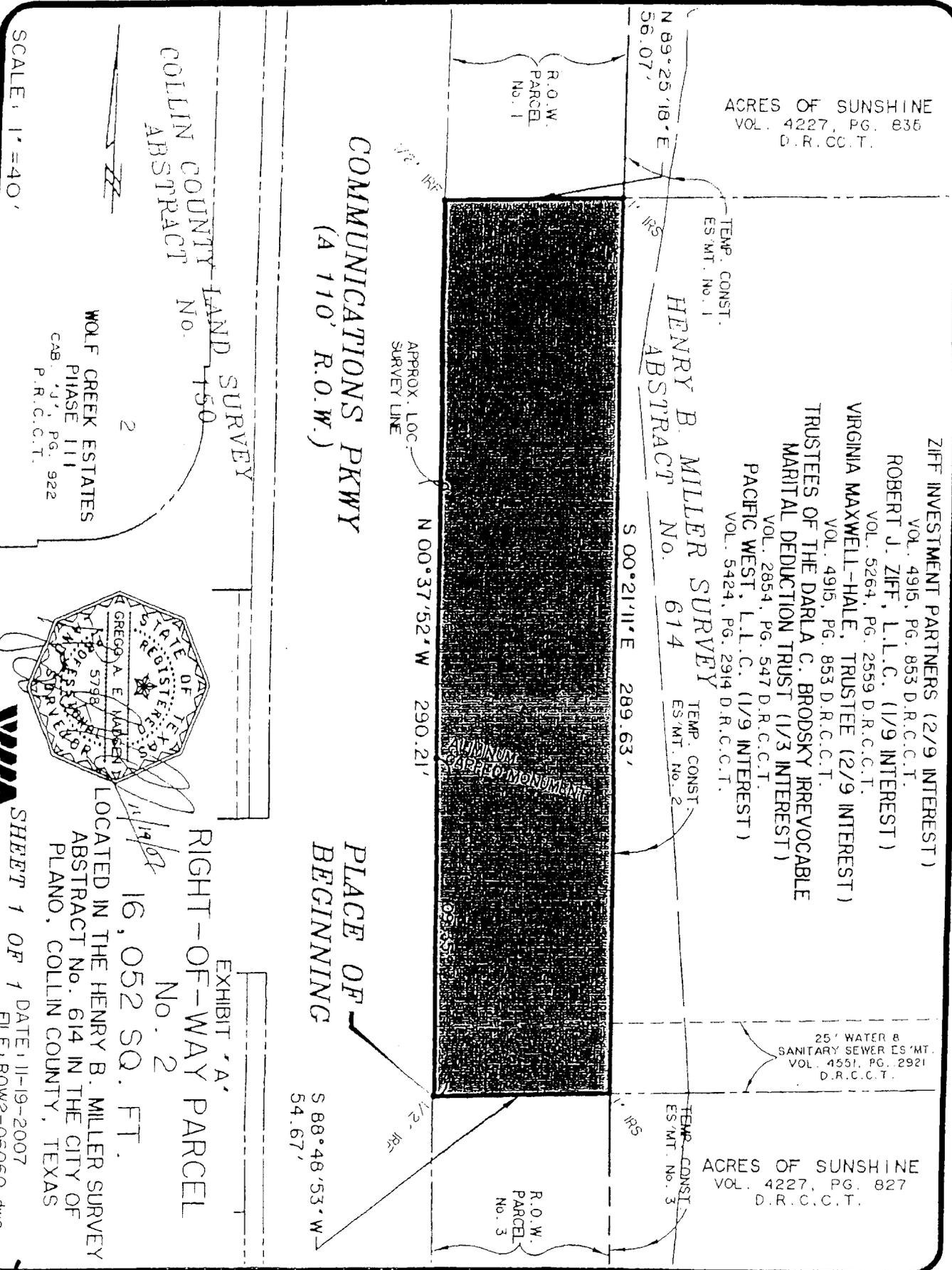
THENCE S 00°21'11"E along the proposed East right-of-way line of said Communications Parkway, 289.63 feet to a 1" iron rod set in the South boundary line of said Ziff Investment Partners tract, being a North boundary line of said Acres of Sunshine tract 1;

THENCE S 88°48'53"W along the said South boundary line of said Ziff Investment Partners tract and the North boundary line of said Acres of Sunshine tract 1, 54.67 feet to the PLACE OF BEGINNING, containing 16,052 square feet of land.



J-45

EXHIBIT "B"



ACRES OF SUNSHINE
VOL. 4227, PG. 835
D.R.C.C.T.

TEMP. CONST.
ES/MT. No. 1

HENRY B. MILLER SURVEY
ABSTRACT No. 614

TEMP. CONST.
ES/MT. No. 2

ZIFF INVESTMENT PARTNERS (2/9 INTEREST)
VOL. 4915, PG. 853 D.R.C.C.T.
ROBERT J. ZIFF, L.L.C. (1/9 INTEREST)
VOL. 5264, PG. 2559 D.R.C.C.T.
VIRGINIA MAXWELL-HALE, TRUSTEE (2/9 INTEREST)
VOL. 4915, PG. 853 D.R.C.C.T.
TRUSTEES OF THE DARLA C. BRODSKY IRREVOCABLE
MARITAL DEDUCTION TRUST (1/3 INTEREST)
VOL. 2854, PG. 547 D.R.C.C.T.
PACIFIC WEST, L.L.C. (1/9 INTEREST)
VOL. 5424, PG. 2914 D.R.C.C.T.

25' WATER &
SANITARY SEWER ES/MT.
VOL. 4551, PG. 2921
D.R.C.C.T.

ACRES OF SUNSHINE
VOL. 4227, PG. 827
D.R.C.C.T.

R.O.W.
PARCEL
No. 1

R.O.W.
PARCEL
No. 3

COMMUNICATIONS PKWY
(A 110' R.O.W.)

PLACE OF
BEGINNING

COLLIN COUNTY LAND SURVEY
ABSTRACT No. 150

EXHIBIT "A"
RIGHT-OF-WAY PARCEL
No. 2

WOLF CREEK ESTATES
PHASE III
CAB. '07', PG. 922
P.R.C.C.T.

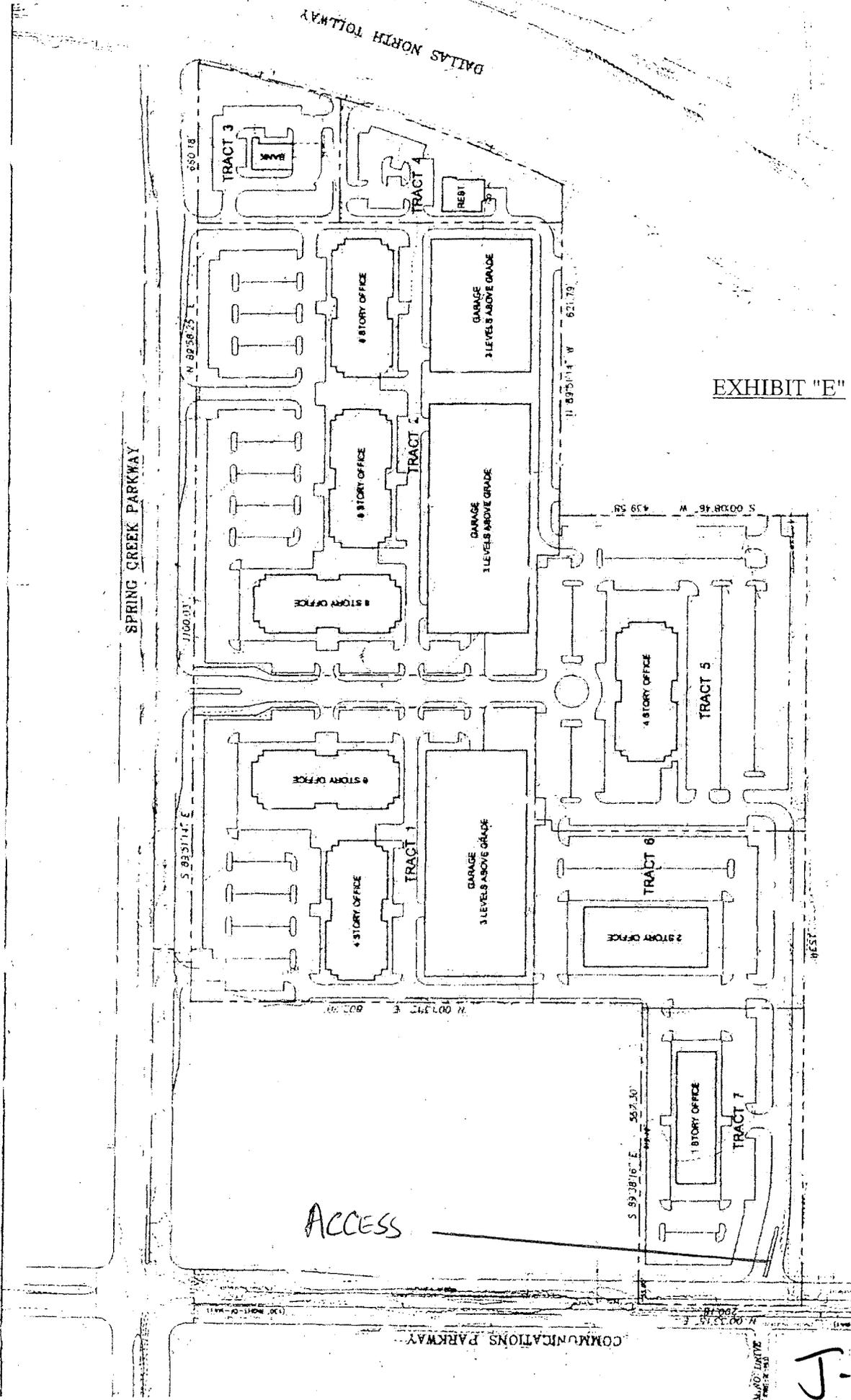
LOCATED IN THE HENRY B. MILLER SURVEY
ABSTRACT No. 614 IN THE CITY OF
PLANO, COLLIN COUNTY, TEXAS

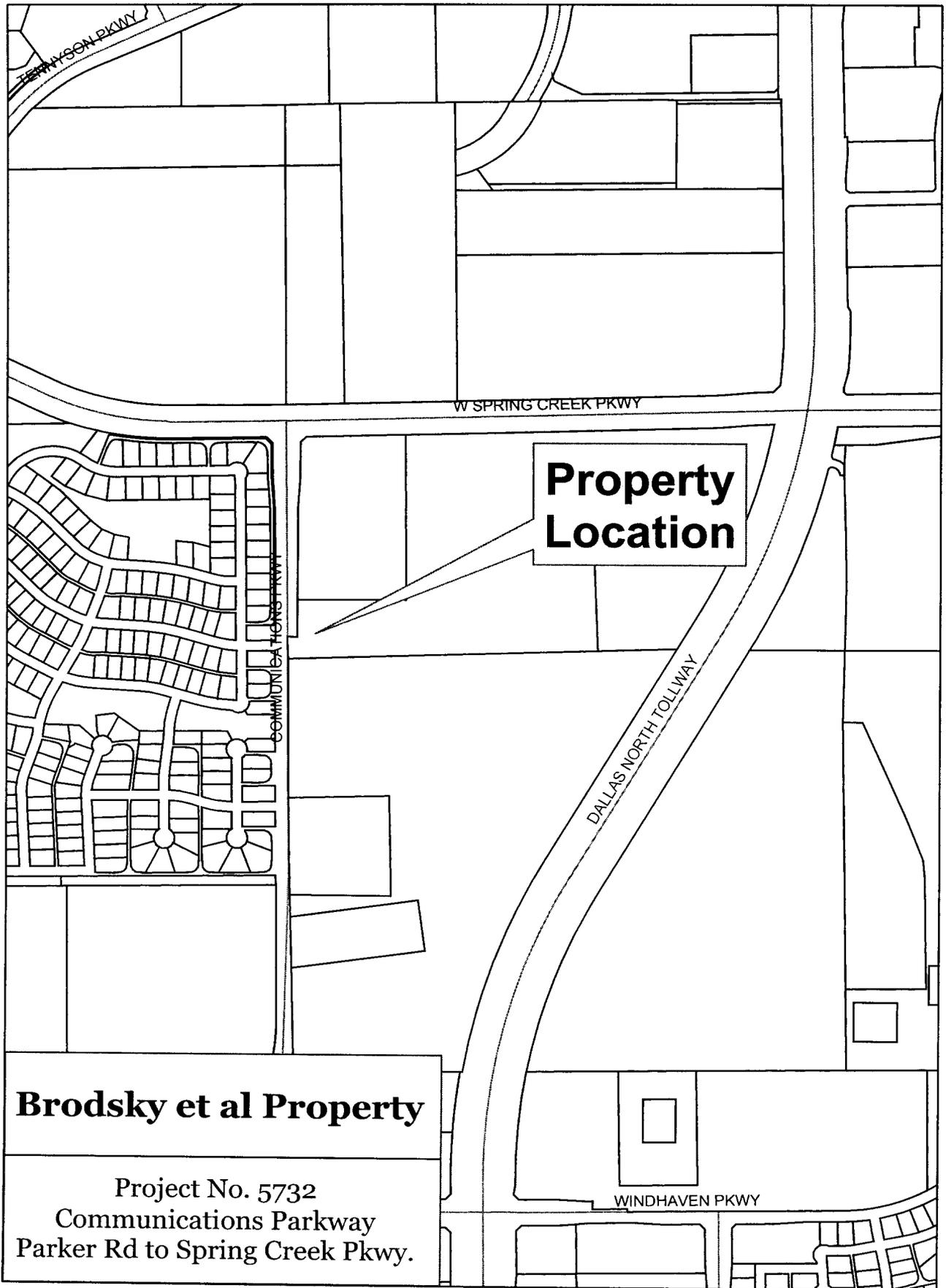
SCALE, 1" = 40'

SHEET 1 OF 1 DATE, 11-19-2007

VIA WIER & ASSOCIATES, INC.

Handwritten initials and number 5





J-48



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: 3/4/08		Reviewed by Legal <i>dw</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	City Secretary		Initials	Date	
Department Head	Di Zucco		Executive Director		
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 3/26/08	
Agenda Coordinator (include phone #):		Kristy Land - 5175			

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

CAPTION

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AMENDING ORDINANCE NO. 2008-2-10, TO PROVIDE FOR ADDITIONAL EARLY VOTING LOCATIONS DURING THE CITY'S GENERAL ELECTION TO BE HELD ON MAY 10, 2008; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE 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: The addition of two Early Voting Polling locations will have no financial impact on the City of Plano.

SUMMARY OF ITEM

Through the joint election services contract with the Plano Independent School District and the Collin County Elections Administrator, City of Plano ballots will be available at two additional locations during the early voting period at no cost: Murphy Municipal Complex and Renner Frankford Library. The joint contract for election services will be considered on the March 4, 2008 Council Agenda.

List of Supporting Documents:

Other Departments, Boards, Commissions or Agencies

08CC AMEND ELECTION ORDER.DOC

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AMENDING ORDINANCE NO. 2008-2-10, TO PROVIDE FOR ADDITIONAL EARLY VOTING LOCATIONS DURING THE CITY'S GENERAL ELECTION TO BE HELD ON MAY 10, 2008; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 11, 2008, the City Council adopted Ordinance No. 2008-2-10 which ordered an election to be held on May 10, 2008 for the purpose of electing four (4) City Council Members to fill the following expiring terms on the Plano City Council: Place No. 1 (District 1), Place No. 3 (District 3), Place No. 5 and Place No. 7; and further designated the locations of early voting polling places for such election; and

WHEREAS, the City Council finds that in contracting with the Collin County Elections Administration, the ballot for the City of Plano General Election will be available at additional locations during the early voting period; and

WHEREAS, the City Council desires to revise the election order to include these additional locations where City of Plano ballots may be obtained during the early voting period.

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

Section I. In addition to locations previously referred to in Ordinance No. 2008-2-10, early voting by personal appearance for the above-designated election shall be conducted at the following locations on the following dates and times:

April 28, 2008 through April 30, 2008	8:00 a.m. – 5:00 p.m.
May 1, 2008	8:00 a.m. – 7:00 p.m.
May 2, 2008 and May 3, 2008	8:00 a.m. – 5:00 p.m.
May 5, 2008 and May 6, 2008	7:00 a.m. – 7:00 p.m.

Branch Early Voting Locations		
Murphy Municipal Complex	206 N. Murphy Road,	Murphy, TX 75094
Renner Frankford Library	6400 Frankford Road	Dallas, TX 75252

R-2

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

Duly passed and approved this the _____ day of _____, 2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:



Diane Wetherbee, CITY ATTORNEY

R-3

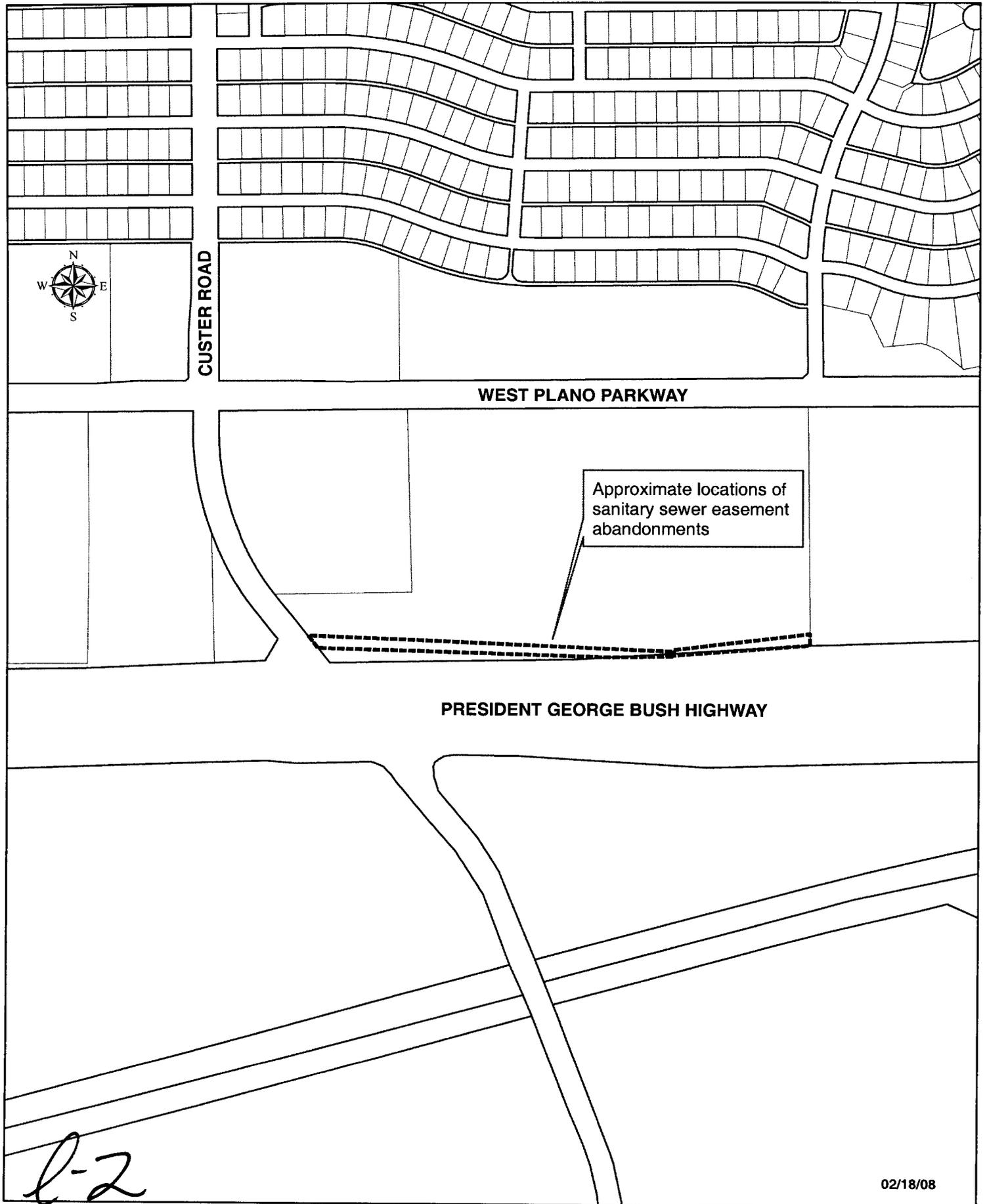
**CITY OF PLANO
COUNCIL AGENDA ITEM**



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: 3/04/08		Reviewed by Legal <i>NS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	2/21/08
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	2/22/08
Agenda Coordinator (include phone #):		Irene Pegues (7198)	<i>[Signature]</i>	
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, abandoning all right, title and interest of the City, in and to a portion of those certain Sanitary Sewer Easements recorded in Volume 1509, Page 40, and Volume 2730, Page 626 of the Land Records of Collin County, Texas, being situated in the William Beverly Survey, Abstract No. 75, which is located within the City limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easements to the abutting property owners, Rosewood Properties, Inc. and Rosewood Real Estate Investment, Inc., to the extent of its interest; authorizing the City Manager, or in his absence an Executive Director, to execute any documents deemed necessary; 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:				
SUMMARY OF ITEM				
The existing sanitary sewer main along the north side of President George Bush Highway from Custer Road to Alma Drive has been relocated and new easements provided. The abandonment of unnecessary easements will aid in the development of the property.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		n/a		

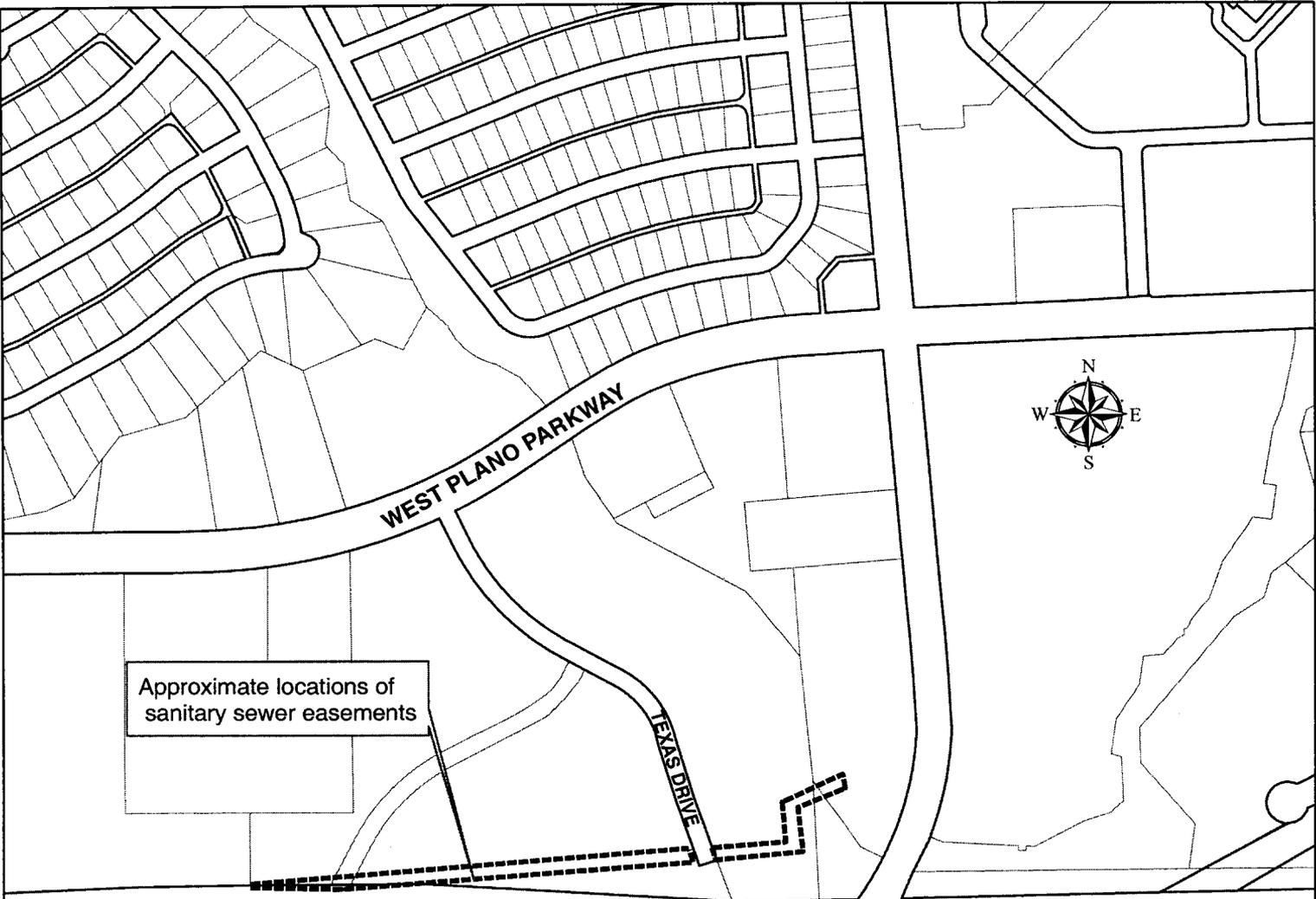
l-1

SANITARY SEWER EASMENTS ABANDONMENT



LOCATION MAP

SANITARY SEWER EASEMENTS ABANDONMENT



Approximate locations of
sanitary sewer easements

WEST PRESIDENT GEORGE BUSH HIGHWAY

l-3

02/18/08

LOCATION MAP

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, ABANDONING ALL RIGHT, TITLE AND INTEREST OF THE CITY, IN AND TO A PORTION OF THOSE CERTAIN SANITARY SEWER EASEMENTS RECORDED IN VOLUME 1509, PAGE 40, AND VOLUME 2730, PAGE 626 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS, BEING SITUATED IN THE WILLIAM BEVERLY SURVEY, ABSTRACT NO. 75, WHICH IS LOCATED WITHIN THE CITY LIMITS OF PLANO, COLLIN COUNTY, TEXAS; QUITCLAIMING ALL RIGHT, TITLE AND INTEREST OF THE CITY IN SUCH EASEMENTS TO THE ABUTTING PROPERTY OWNERS, ROSEWOOD PROPERTIES, INC. AND ROSEWOOD REAL ESTATE INVESTMENT, INC., TO THE EXTENT OF ITS INTEREST; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR, TO EXECUTE ANY DOCUMENTS DEEMED NECESSARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano has been requested to abandon all right, title and interest of the City in and to a portion of those certain Sanitary Sewer Easements (hereinafter called "Easements") recorded in Volume 1509, Page 40, and Volume 2730, Page 626 of the Land Records of Collin County, Texas being situated in the William Beverly Survey, Abstract No. 75, which is located within the City Limits of Plano, Collin County, Texas, and which is more particularly described in Exhibit "A-1" and Exhibit "A-2" attached hereto and incorporated herein by reference; and

WHEREAS, the Property Owners have filed with the City a Petition for Abandonment, a copy of which is attached hereto as Exhibit "B" (without attached Exhibits) and made a part hereof by reference; and

WHEREAS, the Engineering Department has determined that there will be no detrimental effect on the City if the Easements are abandoned and quitclaimed to the abutting Property Owners; and has advised that the Easements should be abandoned;

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

Section I. All the right, title and interest of the City of Plano, Texas, in and to the Easements is hereby abandoned, and all right, title and interest of the City in and to the Easements is hereby quitclaimed to the abutting Property Owners in accordance with its respective interests. A certified copy of this Ordinance may be recorded in the Collin County Land Records to reflect this abandonment and quitclaim. The City Manager, or in his absence an Executive Director, is hereby authorized to execute on behalf of the City of Plano, Texas, any instruments necessary to complete the abandonment and quitclaim of the Easements by the City of Plano.

Section II. The abandonment and quitclaim is without prejudice to any and all improvements, facilities, equipment or lines of any public utility, municipal or otherwise, if any, which are presently located within any portion of the Easements. Any such utility

l-4

shall have the continued right to locate, maintain, repair, reconstruct, preserve or relocate improvements, facilities, equipment or lines in such portion of the Easements.

Section III. The City Council hereby finds and determines that the abandonment of the Easements is in the public interest of the City of Plano, Texas, and its citizens, and will inure to the benefit of the public generally.

Section IV. This Ordinance shall become effective immediately upon its passage as set forth below.

DULY PASSED AND APPROVED this the 4th day of March, 2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

l-5

Exhibit "A-1"

03/02/07

**FIELD NOTE DESCRIPTION
FOR
EXISTING PERMANENT SANITARY SEWER LINE EASEMENT ABANDONMENT
ACROSS THE PROPERTY OF
ROSEWOOD PROPERTIES INC.
(VOLUME 1805, PAGE 50, LAND RECORDS OF COLLIN COUNTY)**

BEING strips of land for abandonment of an existing permanent sanitary sewer line easement more or less fifteen (15) feet in width and being over, under and across a tract of land located in the William Beverly Survey, Abstract No. 75, Collin County, Texas, conveyed to Rosewood Properties Inc. by a deed now of record in Volume 1805, Page 50, of the Land Records of Collin County, said existing permanent sanitary sewer easement (for Parcel 1 of this instrument) being initially granted to the City of Plano, Texas as recorded in an easement plat now or record in Volume 1509, Page 430 of the Land Records of Collin County, said existing permanent sanitary sewer easement (for Parcel 2 of this instrument) being initially granted to the City of Plano, Texas as recorded in an easement plat now or record in Volume 2730, Page 626 of the Land Records of Collin County, said strips of land being more particularly described as follows:

PARCEL 1

BEGINNING at a point in said Rosewood Properties Inc. tract south line, said point also being in the north line of an existing sanitary sewer easement (an existing 15-foot wide easement), said tract south line also being the north right-of-way line of President George Bush Turnpike (State Highway 190 - an existing variable width right-of-way), said point also being S 85°50'36" W, a distance of 99.38 feet from an aluminum disk found in the south line of said Rosewood Properties tract, said tract south line also being said S.H. 190 north right-of-way line, said point also being S 88°49'22" W, a distance of 798.70 feet from an aluminum disk found in the south line of said Rosewood Properties tract, said tract south line also being in said S.H. 190 north right-of-way line;

THENCE, S 85°48'52" W, across said existing sanitary sewer easement and along said Rosewood Properties tract south line, also being said S.H. 190 north right-of-way line, a distance of 200.56 feet to a point for a corner, said corner also being in the south line of said existing sanitary sewer easement;

THENCE, N 87°16'43" W, along said existing sanitary sewer easement south line, a distance of 426.37 feet to a point for a corner;

THENCE, N 87°13'08" W, continuing along said existing sanitary sewer easement south line, a distance of 493.08 feet to a point for a corner;

THENCE, N 87°06'07" W, continuing along said existing sanitary sewer easement south line, a distance of 482.13 feet to a point for a corner;

THENCE, N 38°16'53" W, across said existing sanitary sewer easement and being at all times parallel with a 15-foot perpendicular distance from the west line of said Rosewood Properties tract, said tract west line also being the east right-of-way line of Custer Road (an existing variable width wide right-of-way), a distance of 19.93 feet to a point for a corner, said corner also being in the north line of said existing sanitary sewer easement;

THENCE, S 87°06'07" E, along said existing sanitary sewer easement north line, a distance of 495.24 feet to a point for a corner;

THENCE, S 87°13'08" E, continuing along said existing sanitary sewer easement north line, a distance of 493.06 feet to a point for a corner;

l-6

Exhibit "A-1"

03/02/07

THENCE, S 87°16'43" E, continuing along said existing sanitary sewer easement north line, a distance of 500.57 feet to a point for a corner;

THENCE, N 88°43'15" E, continuing along said existing sanitary sewer easement north line, a distance of 81.36 feet to a point for a corner;

THENCE, N 88°13'15" E, continuing along said existing sanitary sewer easement north line, a distance of 43.88 feet to the POINT OF BEGINNING, said existing fifteen (15) foot wide permanent sanitary sewer line easement for abandonment containing 0.5140 acres (22,389.87 square feet), more or less.

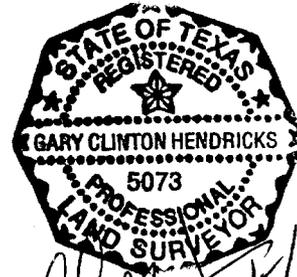
PARCEL 2

BEGINNING at a point in said Rosewood Properties Inc. tract south line, said point also being in the north line of an existing sanitary sewer easement (an existing 20-foot wide easement), said tract south line also being the north right-of-way line of President George Bush Turnpike (State Highway 190 - an existing variable width right-of-way), said point also being N 89°15'11" E, a distance of 752.30 feet from an aluminum disk found in the south line of said Rosewood Properties tract, said tract south line also being said S.H. 190 north right-of-way line, said point also being N 89°14'58" E, a distance of 1,451.78 feet from an aluminum disk found in the south line of said Rosewood Properties tract, said tract south line also being in said S.H. 190 north right-of-way line;

THENCE, N 89°15'09" E, across said existing sanitary sewer easement and along said Rosewood Properties tract south line, also being said S.H. 190 north right-of-way line, a distance of 106.63 feet to a point for a corner, said corner also being the southeast corner of said Rosewood Properties tract, said corner also being the southwest corner of a tract of land conveyed to Rosewood Real Estate Investment Inc. by a deed now of record in Volume 3547, Page 411, of the Land Records of Collin County, Texas;

THENCE, N 00°07'20" E, along said Rosewood Properties tract east line, also being said Rosewood Real Estate tract west line, a distance of 7.17 feet to a point for a corner, said corner also being in the north line of said existing sanitary sewer easement;

THENCE, S 85°24'34" W, along said existing sanitary sewer easement north line, a distance of 106.98 feet to the POINT OF BEGINNING, said existing twenty (20) foot wide permanent sanitary sewer line easement for abandonment containing 0.0088 acres (382.26 square feet), more or less.



[Handwritten signature] 3/5/07

[Handwritten mark] e-7

Exhibit "A-1"

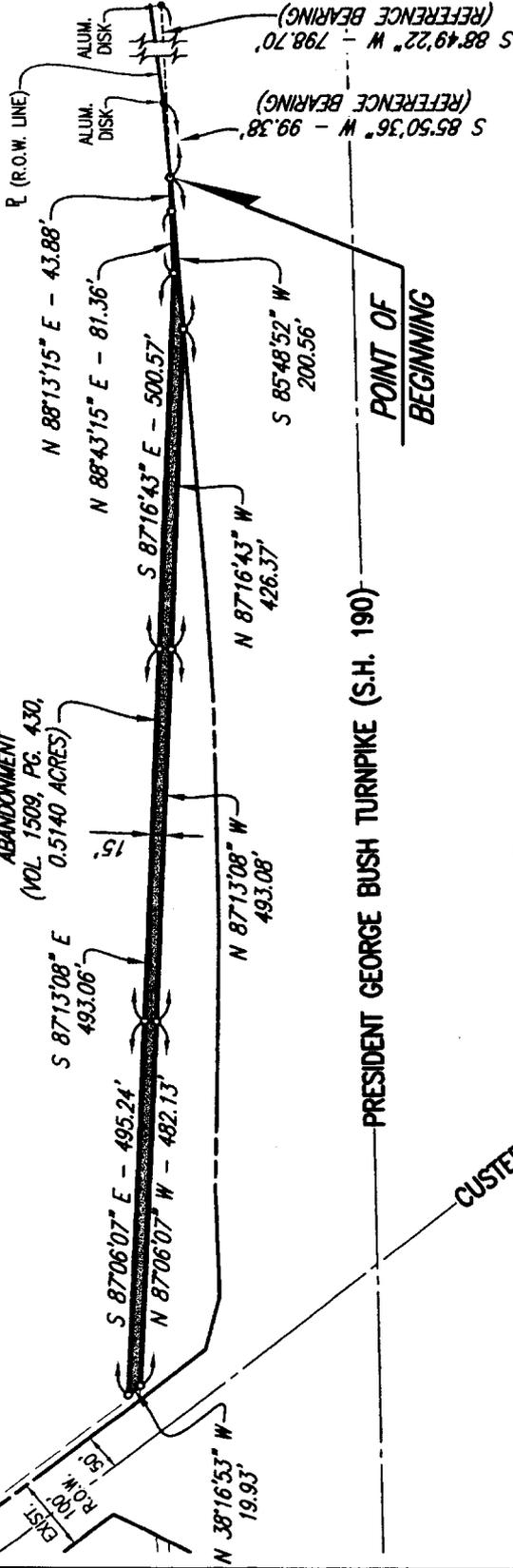
WILLIAM BEVERLY SURVEY
ABSTRACT NO. 75

ROSEWOOD PROPERTIES INC.

VOL. 1805, PG. 50
LAND RECORDS OF COLLIN COUNTY, TEXAS

EXIST. PERMANENT
SAN. SEWER ESMT.
ABANDONMENT
(VOL. 1509, PG. 430,
0.5140 ACRES)

EXIST. 10'
SAN. SEW. ESMT.
R (R.O.W. LINE)



PRESIDENT GEORGE BUSH TURNPIKE (S.H. 190)

CUSTER ROAD



[Handwritten Signature]
3/5/07

SCALE: 1" = 200'

SCALE: 1" = 200'

REVISED 03/05/07 GAD

PARCEL 1

CITY OF PLANO, TEXAS

DALLAS NORTH TRUNK SEWER MAIN REPLACEMENT PHASE III
EXISTING PERMANENT SANITARY SEWER
LINE EASEMENT ABANDONMENT

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS
7202 GREENVILLE AVE., FORT DALLAS, TEXAS 75223 (214) 381-7000

MAR. 2007

ROSEWOOD_WEST_ABANDON1.DWG

l.s

WILLIAM BEVERLY SURVEY
 ABSTRACT NO. 75
ROSEWOOD PROPERTIES INC.
 VOL. 1805, PG. 50
 LAND RECORDS OF COLLIN COUNTY, TEXAS

ROSEWOOD REAL ESTATE
 INVESTMENT INC.
 VOL. 3547, PG. 411

Exhibit "A-1"

EXIST. PERMANENT
 SAN. SEWER ESMT.
 ABANDONMENT
 (VOL. 2730, PG. 626,
 0.0088 ACRES)

EXIST. 20'
 SAN. SEW. ESMT.



POINT OF
 BEGINNING

PRESIDENT GEORGE BUSH TURNPIKE (S.H. 190)

PARCEL 2

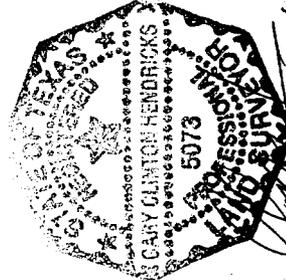
CITY OF PLANO, TEXAS

DALLAS NORTH TRUNK SEWER MAIN REPLACEMENT PHASE III
 EXISTING PERMANENT SANITARY SEWER
 LINE EASEMENT ABANDONMENT

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
 7005 GREENVILLE AVE. #200 DALLAS, TEXAS 75231 (214) 391-7000

MAR. 2007

ROSEWOOD_WEST_ABANDON2.DWG



SCALE: 1" = 30'

SCALE: 1=30

REVISED 03/05/07 GAD

Handwritten signature and number '0-9'

Exhibit "A-2"

03/02/07

**FIELD NOTE DESCRIPTION
FOR
EXISTING PERMANENT SANITARY SEWER LINE EASEMENT ABANDONMENT**

ACROSS THE PROPERTY OF

**ROSEWOOD REAL ESTATE INVESTMENT INC.
(VOLUME 3547, PAGE 411, LAND RECORDS OF COLLIN COUNTY)**

BEING strips of land for abandonment of an existing permanent sanitary sewer line easement more or less twenty (20) feet in width, and also being a strip of land for abandonment of an existing permanent sanitary sewer line easement more or less fifteen (15) feet in width and being over, under and across a tract of land located in the William Beverly Survey, Abstract No. 75, Collin County, Texas, conveyed to Rosewood Real Estate Investment Inc. by a deed now of record in Volume 3547, Page 411, of the Land Records of Collin County, said existing permanent sanitary sewer easement being initially granted to the City of Plano, Texas as recorded in an easement plat now or record in Volume 2730, Page 626 of the Land Records of Collin County, said strips of land being more particularly described as follows:

PARCEL 1

BEGINNING in said Beverly Survey at an aluminum disk found at a south corner of said Rosewood Real Estate tract, said corner also being in the south line of an existing sanitary sewer easement (an existing 20-foot wide easement), said corner also being the north right-of-way line of President George Bush Turnpike (State Highway 190 - an existing variable width right-of-way) said point also being inside an existing drainage easement (an existing variable width easement), said point also being N 88°05'41" E, a distance of 1,406.44 feet from an aluminum disk found in the south line of a tract of land conveyed to Rosewood Properties Inc. by a deed now of record in Volume 1805, Page 50, of the Land Records of Collin County, said Rosewood Properties tract south line also being in said S.H. 190 north right-of-way line;

THENCE, S 63°14'09" E, along said Rosewood Real Estate tract south line, also being said S.H. 190 north right-of-way line, a distance of 8.80 feet to a point for a corner, said corner also being in the south line of said existing 20-foot wide sanitary sewer easement;

THENCE, N 85°28'02" E, along said existing 20-foot wide sanitary sewer easement south line, a distance of 716.14 feet to a point for a corner, said corner also being in an interior west line of said Rosewood Real Estate tract, said corner also being in the west right-of-way line of Texas Drive (an existing 50-foot wide right-of-way), said point also being N 15°48'44" W, a distance of 40.47 feet from the southwest terminal corner of said Texas Drive existing right-of-way

THENCE, N 15°48'44" W, across said existing 20-foot wide sanitary sewer easement and along said Texas Drive west right-of-way line, also being said Rosewood Real Estate tract interior west line, a distance of 20.39 feet to a point for a corner, said corner also being in the north line of said existing 20-foot wide sanitary sewer easement;

THENCE, S 85°28'02" W, along said existing 20-foot wide sanitary sewer easement north line, a distance of 751.79 feet to a point for a corner, said corner also being inside said existing drainage easement;

THENCE, S 85°24'34" W, along said existing 20-foot wide sanitary sewer easement north line, a distance of 515.20 feet to a point for a corner, said corner also in the east line of said Rosewood Properties Inc. tract;

THENCE, S 00°07'20" W, along said Rosewood Real Estate tract west line, also being said Rosewood Properties tract east line, a distance of 7.17 feet to a point for a corner, said corner also being the southwest corner of said Rosewood Real Estate tract, said corner also being the southeast corner of said Rosewood

Exhibit "A-2"

03/02/07

Properties tract, said corner also being in said S.H. 190 north right-of-way line, said corner also being in the south line of said existing 20-foot wide sanitary sewer easement;

THENCE, N 89°15'09" E, along said Rosewood Real Estate tract south line, also being said S.H. 190 north right-of-way line, also being said existing 20-foot wide sanitary sewer easement south line, a distance of 142.00 feet to a point for a corner;

THENCE, N 88°06'47" E, continuing along said Rosewood Real Estate tract south line, also being said S.H. 190 north right-of-way line, also being said existing 20-foot wide sanitary sewer easement south line, a distance of 70.73 feet to a point for a corner;

THENCE, N 85°24'34" E, leaving said Rosewood Real Estate tract south line, also being said S.H. 190 north right-of-way line, but continuing along said existing 20-foot wide sanitary sewer easement south line, a distance of 247.58 feet to a point for a corner, said corner also being in said Rosewood Real Estate tract south line, said corner also being in said S.H. 190 north right-of-way line;

THENCE, N 82°27'23" E, along said Rosewood Real Estate tract south line, also being said S.H. 190 north right-of-way line, also being said existing 20-foot wide sanitary sewer easement south line, a distance of 88.10 to the POINT OF BEGINNING, said existing twenty (20) foot wide permanent sanitary sewer line easement for abandonment containing 0.5488 acres (23,907.19 square feet), more or less.

PARCEL 2

BEGINNING at a point in said Rosewood Real Estate Inc. tract interior east line, said point also being in the east right-of-way line of Texas Drive (an existing 50-foot wide right-of-way), said point also being in the south line of an existing sanitary sewer easement (an existing 20-foot wide easement), said point also being N 15°48'44" W, a distance of 30.50 feet from the southeast terminal corner of said Texas Drive existing right-of-way, said point also being N 85°48'28" E, a distance of 774.87 feet from an aluminum disk found at a south corner of said Rosewood Real Estate tract, said disk also being in the south line of an existing sanitary sewer easement (an existing 20-foot wide easement), said disk also being the north right-of-way line of President George Bush Turnpike (State Highway 190 - an existing variable width right-of-way) said disk also being inside an existing drainage easement (an existing variable width easement), said point also being N 87°16'54" E, a distance of 2,180.70 feet from an aluminum disk found in the south line of a tract of land conveyed to Rosewood Properties Inc. by a deed now of record in Volume 1805, Page 50, of the Land Records of Collin County, said Rosewood Properties tract south line also being in said S.H. 190 north right-of-way line;

THENCE, N 15°48'44" W, across said existing sanitary sewer easement and along said Rosewood Real Estate interior east line, also being said Texas Drive east right-of-way line, a distance of 20.39 feet to a point for a corner, said corner also being in the north line of said existing 20-foot wide sanitary sewer easement;

THENCE, N 85°28'02" E, along said existing 20-foot wide sanitary sewer easement north line, a distance of 224.90 feet to a point for a corner, said corner also being in the west line of an existing sanitary sewer easement (an existing 15-foot wide easement);

THENCE, N 04°55'07" W, along said existing 15-foot wide sanitary sewer easement west line, a distance of 111.72 feet to a point for a corner, said corner also being in the north line of an existing sanitary sewer easement (an existing 15-foot wide easement);

THENCE, N 64°59'42" E, along said existing 15-foot wide sanitary sewer easement north line, a distance of 68.15 feet to a point for a corner, said corner also being in the west line of an existing sanitary sewer easement (an existing 15-foot wide easement);

THENCE, S 51°02'28" E, across said existing sanitary sewer easement, a distance of 16.81 feet to a point for a corner, said corner also being in the south line of said 15-foot wide existing sanitary sewer easement;

Q-11

Exhibit "A-2"

03/02/07

THENCE, S 65°05'23" W, along said existing 15-foot wide sanitary sewer easement south line, a distance of 65.04 feet to a point for a corner, said corner also being in the east line of said existing 15-foot wide sanitary sewer easement;

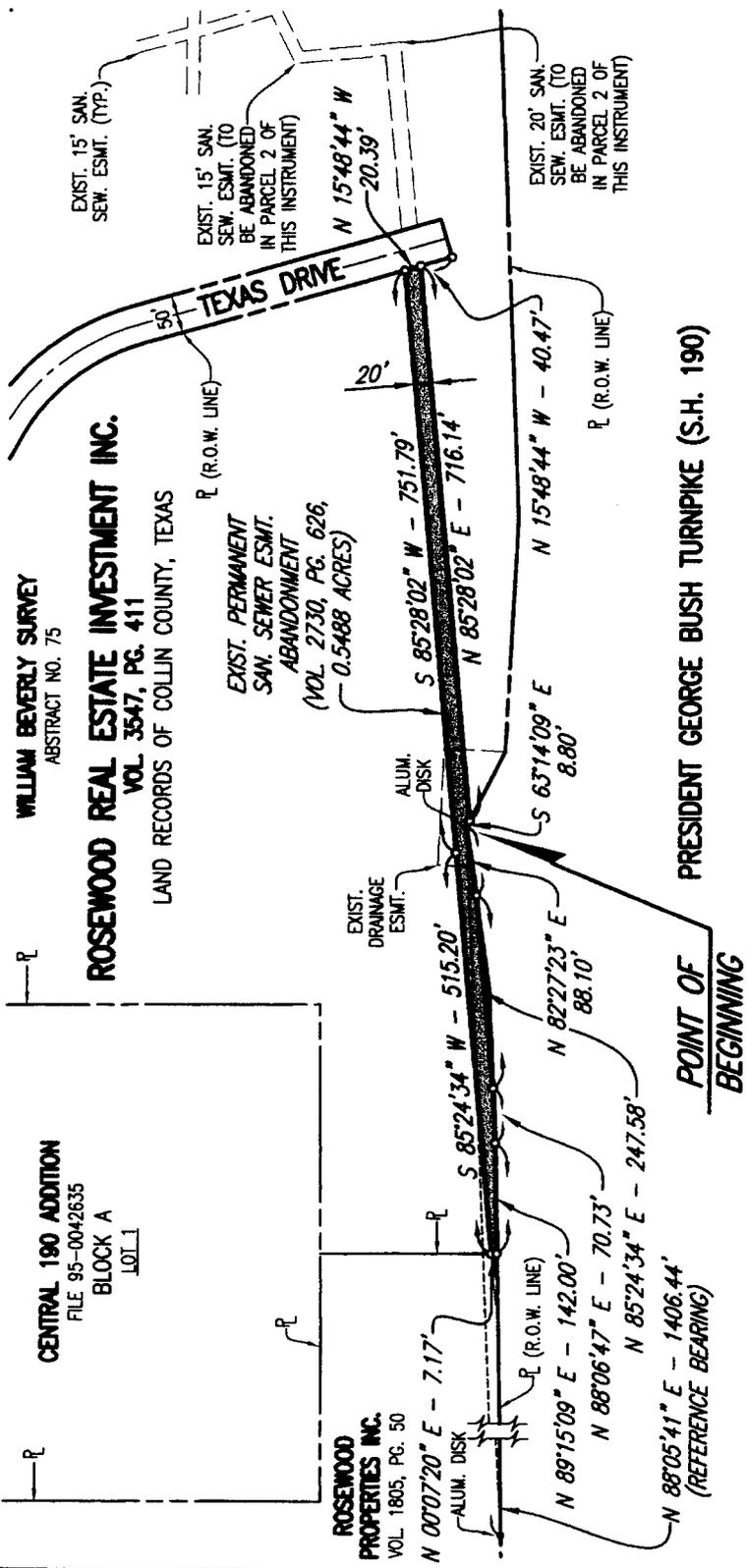
THENCE, S 04°55'07" E, along said existing 15-foot wide sanitary sewer easement east line, a distance of 121.34 feet to a point for a corner, said corner also being in the south line of said existing 20-foot wide an existing sanitary sewer easement;

THENCE, S 85°28'02" W, along said existing 20-foot wide sanitary sewer easement south line, a distance of 236.05 feet to the POINT OF BEGINNING, said existing twenty (20) foot wide and existing fifteen (15) foot wide permanent sanitary sewer line easements for abandonment containing 0.1689 acres (7,358.91 square feet), more or less.



Q-12

Exhibit "A-2"



WILLIAM BEVERLY SURVEY
 ABSTRACT NO. 75

ROSEWOOD REAL ESTATE INVESTMENT INC.
 VOL. 3547, PG. 411
 LAND RECORDS OF COLLIN COUNTY, TEXAS

EXIST. PERMANENT
 SAN. SEWER ESMT.
 ABANDONMENT
 (VOL. 2730, PG. 626,
 0.5488 ACRES)

CENTRAL 190 ADDITION
 FILE 95-0042635
 BLOCK A
 LOT 1

ROSEWOOD
 PROPERTIES INC.
 VOL. 1805, PG. 50

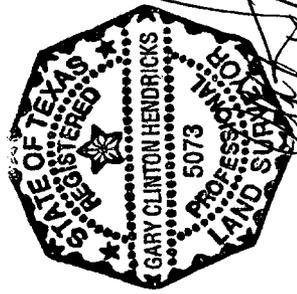
PRESIDENT GEORGE BUSH TURNPIKE (S.H. 190)

PARCEL 1

CITY OF PLANO, TEXAS
 DALLAS NORTH TRUNK SEWER MAIN REPLACEMENT PHASE III
 EXISTING PERMANENT SANITARY SEWER
 LINE EASEMENT ABANDONMENT

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
 CONSULTING ENGINEERS
 7002 GREENVILLE AVE., FORT DALLAS, TEXAS 75228 (214) 381-7900

MAR. 2007



SCALE: 1" = 200'

REVISED 03/05/07 GAD SCALE: 1"=200'

ROSEWOOD_EAST_ABANDON1.DWG

Handwritten note: 0-13

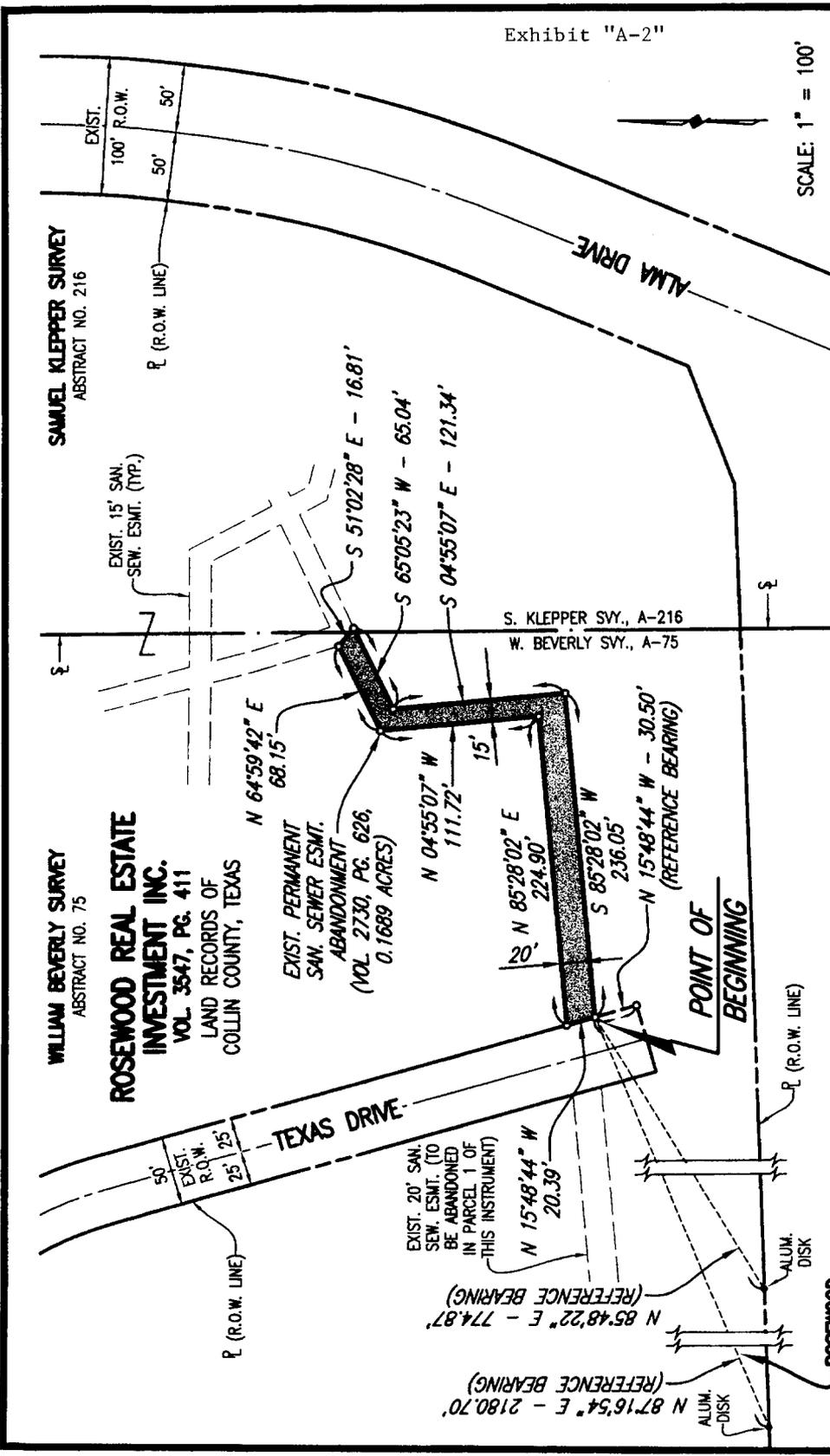


Exhibit "A-2"

SCALE: 1" = 100'

PARCEL 2

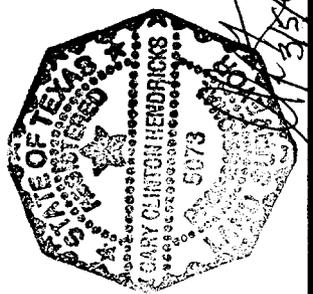
CITY OF PLANO, TEXAS

DALLAS NORTH TRUNK SEWER MAIN REPLACEMENT PHASE III

EXISTING PERMANENT SANITARY SEWER LINE EASEMENT ABANDONMENT

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
 CONSULTING ENGINEERS
 7305 GREENVILLE AVE. FORT DALLAS, TEXAS 75228 (214) 381-7300

MAR. 2007



PRESIDENT GEORGE BUSH TURNPIKE (S.H. 190)

ROSEWOOD PROPERTIES INC. VOL. 1805, PG. 50

REVISED 03/05/07 GAD SCALE: 1=100

ROSEWOOD_EAST_ABANDON2.DWG

0-14

EXHIBIT "B"

PETITION FOR ABANDONMENT

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property abutting the north side of President George Bush Turnpike between Custer Road and Texas Drive (hereinafter called "Easement"), more particularly described by metes and bounds in the field note description attached hereto and incorporated herein as **Exhibit "A-1"** and **Exhibit "A-2"** do hereby request that the City of Plano, Texas (called "City") abandon the Easement.

1. The Owners are requesting the abandonment of the Easement for the following reasons:

The existing sanitary sewer mains have been relocated and new easements provided.

2. The following public interest will be served as a result of the abandonment:

The abandonment of unnecessary easements will aid in the development of the property.

3. Unless the City determines that this abandonment is exempt from payment of fair market value, the Owners agree to pay to the City the fair market value of the Easement as determined by an appraisal obtained by the City (called "Price"). The appraisal shall be conclusive as to the fair market value. The Owners shall reimburse the City for the cost of the appraisal and other costs incident to the abandonment (called "Costs"). The Price and Costs shall be paid to the City prior to the abandonment. Should the Plano City Council decide not to abandon the Easement, the Price shall be returned to the Owners, but the Costs shall be retained by the City. Each Owner's share of the Price and Costs shall be in the same proportion as their abutting ownership as hereinafter defined.
4. If the Owners are providing a replacement easement for the Easement requested to be abandoned herein, Owners will attach a metes and bounds description or plat identifying the replacement easement and attach same to this Petition as **Exhibit "B-1"**.
5. The Owners hereby represent and affirm to the City that no other property owner, lessee, tenant or easement or license holder uses the Easement to access or to serve their property.
6. **The Owners further agree to release, defend, indemnify and hold the City, its officers, agents and employees harmless from and against any and all claims, losses, demands, suits, judgments and costs, including reasonable**

and necessary attorney's fees and expenses, arising out of, related to or resulting from the abandonment of the Easement by City.

7. The Owners understand and agree that the abandonment is in the sole discretion of the Plano City Council. The Owners also understand and agree that the Easement will be abandoned to them in proportion to their abutting ownership. The abutting ownership will be determined by the number of linear feet of frontage adjacent to the Easement owned by each property owner. Based on the foregoing, the Owners hereby represent and affirm that they have searched the public land records and determined that the abutting ownership is in the following proportions:

Rosewood Properties, Inc. and
Rosewood Real Estate Investment, Inc. – 100%

8. Owners shall also prepare a map or drawing showing the Easement to be abandoned along with a designation of all abutting property owners. This map or drawing shall be attached hereto and incorporated herein as **Exhibit "C-1"**.
9. Owners shall also prepare a separate field note description for each portion of the Easement to be released to each abutting property owner. This description shall be attached hereto and incorporated herein as **Exhibit "D-1"**.

[Remainder of page blank]

- 10. The undersigned officers and/or agents of the Owners hereby represent and affirm that they have the necessary authority to execute this Petition for Abandonment on behalf of the Owners.

Rosewood Property Company (formerly known as
Rosewood Properties, Inc.)

By: _____

Typed Name of Owner B. Dennis King
 Senior Vice President

500 Crescent Court, Suite 300
Address

Dallas, Texas 75201
City, State and Zip

Dated: February 11, 2008

~~Signature of Owner~~

Contact Person for Property Owners:

Name: B. Dennis King

Phone No: 214/756-6185

Rosewood Property Company (successor-by-merger to
Rosewood Real Estate Investment, Inc.)

By: _____

Typed Name of Owner B. Dennis King
 Senior Vice President

500 Crescent Court, Suite 300
Address

Dallas, Texas 75201
City, State and Zip

Dated: February 11, 2008

~~Signature of Owner~~

Contact Person for Property Owners:

Name: B. Dennis King

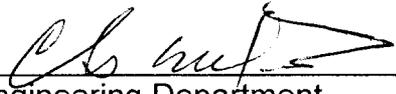
Phone No: 214/756-6185

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FOR DEPARTMENTAL USE ONLY

The Easement to be abandoned is to one or more abutting property owners and is exempt from the requirement that fair market value be paid for the following reason(s):

- The Easement consists of narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development code ordinances;
- The Easement consists of streets or alleys, owned in fee or used by easement;
- The Easement consists of land or a real property interest originally acquired for streets, rights-of-way, or easements that the City of Plano has decided to exchange with Owner for other land to be dedicated and used for streets, rights of way, easements, or other public purposes, including transactions partly for cash;
- The Easement contains land that the City wants to have developed by an independent foundation;
- The Easement is located within a reinvestment zone designated by law that the City desires to have developed under a project plan adopted by the municipality for the zone.



 Engineering Department
 City of Plano, Texas

Rosewood
 e-18