

## PLANO CITY COUNCIL

**WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. ON OCTOBER 27, 2008, FOLLOWED BY PRELIMINARY OPEN MEETING IN THE PLANO MUNICIPAL BUILDING, 1520 K AVENUE, IN COMPLIANCE WITH VERNON'S TEXAS CODES ANNOTATED, GOVERNMENT CODE CHAPTER 551 (OPEN MEETINGS ACT), AS FOLLOWS:**

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

### **EXECUTIVE SESSION**

- |      |  |           |         |
|------|--|-----------|---------|
| I.   | Legal Advice   | Wetherbee | 5 min.  |
|      | A. Respond to questions and receive legal advice on agenda items                                       |           |         |
| II.  | Litigation   |           |         |
|      | A. Charles Skees, Sr. and Charles Skees, Jr., et al v. Carker, et al                                   | Wetherbee | 10 min. |
| III. | Personnel  | Council   | 15 min. |
|      | A. Appointments to Boards and Commissions<br>Planning and Zoning Commission<br>Plano Housing Authority |           |         |
|      | B. Evaluation of Council Appointees  |           |         |

### **PRELIMINARY OPEN MEETING**

- |    |  |         |        |
|----|--|---------|--------|
| I. | Consideration and action resulting from Executive Session discussion:<br>Personnel:                    | Council | 5 min. |
|    | A. Appointments to Boards and Commissions<br>Planning and Zoning Commission<br>Plano Housing Authority |         |        |

II.	Personnel	Council	15 min.
	A. Re-Appointments/Appointments to Boards and Commissions		
	Parks and Recreation Planning Board		
	Community Relations Commission		
	Cultural Affairs Commission		
	Public Arts Committee		
	Self Sufficiency Committee		
	Senior Citizens Advisory Committee		
	TIF Zone No. 1 Board		
III.	Mobility Report	Neal	10 min.
IV.	Council items for discussion/action on future agendas	Council	5 min.
V.	Consent and Regular Agenda	Council	5 min.

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

***Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Avenue L, with specially marked parking spaces nearby. Access and special parking are also available on the north side of building. The Council Chamber is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.***



# CITY COUNCIL

1520 AVENUE K

DATE: October 27, 2008

CALL TO ORDER: 7:00 p.m.

INVOCATION:

PLEDGE OF ALLEGIANCE: Brownie Troop 2206  
Andrews 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><b>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</b></p> <p><b><u>PROCLAMATIONS &amp; SPECIAL RECOGNITION</u></b></p> <p>Proclamation: National Adoption Month - 2008</p> <p>Proclamation: Animal Shelter Appreciation Week</p> <p>Proclamation: Plano Arbor Day - 2008</p> <p>Presentation: Re-certification by the National Weather Service as a StormReady Community</p> <p>Special Recognition: CPR Saves Lives</p> <p><b><u>OATHS OF OFFICE</u></b></p> <p><u>Animal Shelter Advisory Committee</u> Jamey Cantrell Dr. Karen Dubrow Pylar Pinkston Aubrie Wolff</p> <p><u>Civil Service Commission</u> Bryan K. Gallerson</p> <p><u>Heritage Commission</u> Brian Chaput B.C. "Bud" Hopkins Anne Quaintance-Howard</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Library Advisory Board</u>                      Debra Conway Benton                      Carl Ford                      Pearl Garza Fracchia                      Russell Kissick</p> <p><u>Parks and Recreation Planning Board</u>                      Mary F. Long                      David L. Loughridge                      Bill Neukranz                      Kayci Brooks Prince</p> <p><u>Planning and Zoning Commission</u>                      Michael Coleman                      Craig N. Perry</p> <p><u>Plano Housing Authority</u>                      Paul Gephart, Jr.</p> <p><u>Retirement Security Plan Committee</u>                      Stephen E. Doud                      Mark Israelson                      Denise Tacke</p> <p><u>Self Sufficiency Committee</u>                      Louis J. Heck                      Gregory "Greg" R. Huckaby</p> <p><u>Tax Increment Financing Reinvestment Zone No. 1 Board</u>                      Michael Booth                      Howard Garfield                      Scott Johnson</p> <p><b><u>CERTIFICATES OF APPRECIATION</u></b></p> <p><u>Animal Shelter Advisory Committee</u>                      Eloisa Sue Muzquiz</p> <p><u>Global Adisory Committee</u>                      Esau Chien-I Liu                      Kenneth A. Roberts                      Atul Srivastava</p> <p><u>Heritage Commission</u>                      Clinton L. Osteen</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Keep Plano Beautiful Commission</u>                      John R. Caldwell                      Kelly Marie Carlson                      Karen E. Mitchell                      Zachary Reeves Overton                      Paul Pathrose                      David B. Shipp                      Rob Sipll                      Christopher "Chris" L. White</p> <p><u>Library Advisory Board</u>                      Janelle Twyford-Silvis</p> <p><u>Parks and Recreation Planning Board</u>                      Susan Plonka</p> <p><u>Planning and Zoning Commission</u>                      Beth Weingarden</p> <p><u>Plano Housing Authority</u>                      Linda S. Hester</p> <p><u>Self Sufficiency Committee</u>                      Marci Lynn Holloway</p> <p><u>Transition and Revitalization Commission</u>                      Stan Adler                      Joyce Beach                      Jerry Kezhaya                      Barbara Oldenburg                      Janet Stovall                      Tino Trujillo                      Irfan Uddin                      Sharon Marsh-Wyly</p> <p><u>Tax Increment Financing Reinvestment Zone No. 1 Board</u>                      Bruce Lewin</p> <p><u>Transportation Advisory Committee</u>                      Michael W. Copeland                      Borivoje P. Dedeitch                      Connie Gilliland                      Reza Molai                      Candace T. Noble                      Arnold Picon P.E.                      Regina M. Richardson</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>COMMENTS OF PUBLIC INTEREST</u></b></p> <p><b><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></b></p> <p><b><u>CONSENT AGENDA</u></b></p> <p><b><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></b></p> <p><b><u>Approval of Minutes</u></b></p> <p>(a) October 10, 2008 October 13, 2008</p> <p><b><u>Approval of Expenditures</u></b></p> <p><b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b></p> <p>(b) <b>Bid No. 2008-220-C</b> for Full Encirclement Repair Clamps, Flange Coupling Adapters, Service Saddles and Steel Couplings to H D Supply Waterworks and Municipal Water Works Supply LP in the total estimated amount of \$57,993. This will establish an annual fixed price contract with three optional renewals.</p> <p>(c) <b>Bid No. 2008-207-C</b> for RFP for Stop Loss Insurance to United HealthCare in the estimated annual amount of \$950,450. The term of this policy is for one year with City optional renewals.</p> <p>(d) <b>Bid No. 2008-216-B</b> for the construction of the Cottonwood Creek Greenbelt improvements to 2L Construction, LLC in the amount of \$236,283. The base bid is for upgrading an existing playground for 5 to 12 year old users to meet current Consumer Product Safety Commission standards.</p> <p>(e) <b>Bid No. 2008-217-B</b> for Springbrook Drive – Janwood Drive to Quill Drive to RKM Utility Services, Inc., in the amount of \$1,943,288. This project consists of the reconstruction of Springbrook Drive from Janwood Drive to Quill Drive along with Tanglewood Drive from Springbrook Drive to its end. Also included is a water line replacement on Springbrook Drive and water and sewer line replacement on Tanglewood Drive. Other work includes installation of a park trail, sidewalk, storm drainage and creek bank protection in the Springbrook Drive area and installation of storm drainage and creek bank protection to eliminate a problem in an adjacent neighborhood across Pittman Creek to the west of Springbrook Drive.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b>Purchase from an Existing Contract</b></p> <p>(f) To authorize the purchase of maintenance support for network infrastructure switches in the amount of \$215,039 from InterNetwork Experts through a Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-239)</p> <p><b><u>Adoption of Resolutions</u></b></p> <p>(g) To approve the terms and conditions of the Funding Agreements between the City of Plano, Texas, and various arts organizations, which all render services that are beneficial to the public and serve a valid public purpose; authorizing the City Manager to execute such agreements with these organizations for provision of support of the arts; and providing an effective date.</p> <p>(h) To approve the terms and conditions of Funding Agreements for in-kind City services between the City of Plano and various special event organizers; authorizing the City Manager to execute such agreements with these organizations and providing an effective date.</p> <p>(i) To approve the terms and conditions of Funding Agreements between the City of Plano, Texas, and various special event organizers; authorizing the City Manager to execute such agreements with these organizations and providing an effective date.</p> <p>(j) To find that Oncor Electric Company's requested increases to its electric transmission and distribution rates and charges within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel, and providing an effective date.</p> <p>(k) To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Murphy, Texas for the City of Murphy's use of the Trunked Radio System owned by the Cities of Allen, Frisco, and Plano; authorizing execution of the Agreement by the City Manager and providing an effective date.</p> <p>(l) To repeal Resolution No. 2008-9-25(R) and create a Fire Department Fee Schedule for Fire Inspections, Fire Plan Reviews, and Hazardous Occupancies Permits; and providing a repealer clause, a severability clause, and an effective date.</p> <p><b><u>Adoption of Ordinances</u></b></p> <p>(m) To repeal Ordinance No. 2008-9-31; establishing the number of certain classifications within the Police and Fire Departments for Fiscal Year 2008-09; establishing the authorized number and effective dates of such positions for each classification effective October 1, 2008; establishing a new salary plan for the Police and Fire Departments effective October 27, 2008; and providing a repealer clause, a severability clause and an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(n)	<p>To amend Section 18-6(1) of Chapter 18 Solid Waste of the Code of Ordinances of the City of Plano regarding who may remove, collect or transfer solid waste materials that have been placed in or adjacent to a residential solid waste container; providing a repealer clause, a savings clause, a severability clause, and providing an effective date.</p> <p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p> <p><b><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></b></p> <p><b><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></b></p>	
(1)	<p><b>A Resolution</b> to approve the financing by the North Central Texas Health Facilities Development Corporation of health facilities located within the City of Plano, Texas for Children’s Medical Center of Dallas.</p>	
(2)	<p><b>Public Hearing and an Ordinance</b> to authorize the City of Plano to participate in the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code (“Act”); providing possible tax incentives, designating a liaison for communication with the interested parties; nominating Connecticut General Life Insurance Company to the Office of the Governor, Economic Development and Tourism (“OOGEDT”) through the Economic Development Bank (“Bank”) as an Enterprise Project (“Project”); and providing an effective date.</p>	
(3)	<p><b>A Resolution</b> to accept and approve the “Future Dimensions Report” as a guide for the development of future policies related to major challenges facing the City of Plano, Texas, including: flattening revenues and ongoing economic viability, changing demographics, challenges associated with being a first-tier suburb and regional growth; and providing an effective date.</p>	
(4)	<p><b>Public Hearing and adoption of Ordinance as requested in Zoning Case 2008-65</b> to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 119.9± acres located at the northeast corner of State Highway 190 and Renner Road in the City of Plano, Collin County, Texas, from Research/Technology Center to Planned Development-207-Retail; 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. Applicants: Briar Oaks Properties, Ltd., Greenbriar Properties, Ltd., John G. Brittingham Charitable Remainder Unitrust No. 2, Wynnwood Resources, Ltd., &amp; Patrick E. Hillary, Jr.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
<p>(5)</p> <p>(6)</p>	<p><b>Discussion and Direction</b> to consider calling a Public Hearing to amend the Private Club Regulations in the Zoning Ordinance.</p> <p><b>A Resolution</b> to authorize the Cities Aggregation Power Project, Inc. (CAPP) to negotiate an Electric Supply Agreement for deliveries of electricity and necessary, related services effective January 1, 2009; authorizing CAPP to act as an agent on behalf of the City to enter into a contract for electricity; approving CAPP contracting with FPL Energy and Direct Energy and authorizing the Chairman of CAPP to execute an Electric Supply Agreement for deliveries of electricity effective January 1, 2009; committing to budget for energy purchases and to honor the City's commitments to purchase power through CAPP for its electrical needs beginning January 1, 2009 through December 31, 2013; 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

**Jean Callison**  
Mayor Pro Tem

**Harry LaRosiliere**  
Deputy Mayor Pro Tem

**Pat Miner**  
Place 1

**Scott Johnson**  
Place 2

**Mabrie Jackson**  
Place 3

**Sally Magnuson**  
Place 4

**Lee Dunlap**  
Place 8

**Thomas H. Muehlenbeck**  
City Manager

October 22, 2008

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

Honorable Mayor and City Council:

We will begin our meeting on Monday with Executive Session where we will receive legal advice from the City Attorney. We will also hear information regarding one litigation subject. Under Item III, you are asked to consider appointments to a couple of boards and commissions. Thereafter, you will be asked to visit with the City Attorney for her annual evaluation.

The Preliminary Open Meeting will begin with consideration and action regarding appointments discussed in Executive Session. Thereafter, you will discuss further reappointments and appointments to boards and commissions. At Item III, Lloyd Neal will present the Mobility Report.

I look forward to seeing you on Monday.

Sincerely yours,

Thomas H. Muehlenbeck

# MEMO

**DATE:** October 16, 2008

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

**FROM:** Alice Snyder, Assistant City Secretary

**RE:** Personnel Appointments -  
Executive and Worksession Meetings

The following reappointments/appointments will be considered at the October 27, 2008 Council Meeting.

<b><u>Executive Session</u></b>	<b><u>Worksession Meeting</u></b>
<u>Appointments:</u> Planning and Zoning Commission Plano Housing Authority	<u>Reappointments/Appointments:</u> Parks and Recreation Planning Board Community Relations Commission + Chair Cultural Affairs Commission + Chair Public Arts Committee + Chair Self Sufficiency Committee + Chair Senior Citizens Advisory Board + Chair TIF Zone No. 1 Board



## Transportation Engineering Division

---

---

### *Transportation Mobility / Safety Report*

---

---

September 2008

- Traffic Signals
  - ✓ **Ohio Drive at northbound S.H. 121 connector road – Location meets warrant for signal installation.**
    - Traffic Surveillance Camera Restoration Project (20% completed)
    - Midway Road @ McKamy Trail – Design New Traffic Signal: **(70% completed)**
    - Razor Road @ Ohio Drive - Design New Traffic Signal **(30% completed)**
    - Razor Road @ McDermott Road - Design New Traffic Signal **(35% completed)**
    - Spring Creek Parkway @ Parkwood Blvd - Design New Traffic Signal: (100% completed. **Ready for construction by Public Works)**
  
- Traffic Safety:
  - ✓ **Parker Road at US 75 – Coordinated revisions to TxDOT/Plano traffic control plans**
  - ✓ **Developing ordinance for prohibiting truck/commercial/oversize vehicle parking (40% completed)**
  - ✓ **Plano Parkway and Mira Vista Boulevard - Pedestrian signals and crosswalk requested; installation pending**
  - ✓ **Annual Traffic Safety Report – 10% completed**
    - HAL/HARS 2008/2009 project list **(15% completed)**
    - Developing new list of Red Light Camera locations **(80% completed)**
    - City-wide Speed Zone Survey Project: (40% completed)
  
- PISD/FISD
  - ✓ **Thomas Elementary - Request to make Montana Trail one-way during school zone hours; field review conducted; waiting on PISD response.**
  - ✓ **Andrews Elementary – Request for All-Way Stop at Scenic Drive and Sutherland Lane; study in progress**
  - ✓ **Forman Elementary - Request for All-Way Stop at Hendrick Drive and Timberline Drive; study in progress**
  - ✓ **Rice Middle School - Request to extend school speed zone hours on Independence Parkway at Russell Creek Drive; study in progress**
  - ✓ **Carpenter Middle School - Request to remove school zone speed limit signs on Spring Creek Parkway at Rainier Drive; request denied.**
  - ✓ **Legacy Drive near Archgate Drive - Request for additional school zone speed limit signs in the area of roadway construction; existing signage is adequate; request denied.**
  - ✓ **Hickey Elementary - Request for No Thru Traffic signs at school driveways; Review in progress.**
  - ✓ **City-wide survey of school zones at signalized intersections – 100% completed.**

- ✓ **Plano East Senior High – Request for installation, relocation, and modification of traffic signs on Merriman Drive; under investigation**
  - Coit Road at McDermott Road – Request for *No Turn On Red* control; review in progress
  - Archgate Drive - Request to extend school zone to Legacy Drive and include school hours of Jasper High School; under investigation.
  - Alcove Lane west of Archgate Drive - Request for *No Parking* zone; under investigation.
  - Clark High School - Request for pedestrian signals at Spring Creek Parkway and Eagle Pass; under investigation
- Safe Streets Program (SSP)
  - ✓ **Harrisburg Lane (Custer Road to Sutherland Lane) – Transportation Advisory Committee (TAC) grants waiver for program participation.**
  - ✓ **Sutherland Lane (Scenic Drive to Homestead Lane) - Qualification study failed to meet minimum criteria for program participation**
  - ✓ **Speed Trailer Deployment – Yorkshire Trail (btwn Foxborough Lane, Burnham Drive); Brook Meadow Lane (btwn Foxborough Lane and Burnham Drive)**
  - ✓ **Wesson Drive (Savage Drive to Walters Drive) - Qualification study failed to meet minimum criteria for program participation**
  - ✓ **Enchanted Ridge Drive/Presidio Lane – Request closed due to petition not being returned**
  - Winding Hollow Lane (North of Park Boulevard - **Request closed due petition not being returned**
  - Teakwood Drive – **Transportation Advisory Committee (TAC) grants waiver for program participation**

#### Participating Neighborhoods Active in the Program

- Denham Way: Comment Forms received back from residents
  - Silverstone Drive: Permanent Plan (installation pending)
  - Parkhaven Drive: Permanent Plan installation pending
  - Mission Ridge from Parker to Matterhorn: **Permanent Plan balloting underway.**
  - Aspermont Drive - Petition process pending
  - Scenic Drive - Petition process pending
  - Royal Oaks Drive: ballot packets to be mailed **11/08**
  - Old Pond Drive: : **Permanent Plan balloting underway**
  - Micarta Drive – Neighborhood meeting to be held in October.
  - Robinson Road: Temporary Plan installed
  - Russell Creek Drive East of Independence Parkway: Temporary Plan installed
  - Woodburn Corners: Sent petition to sponsor 7/08
  - Old Orchard Drive - Qualification study pending
  - Pebble Vale Drive – Qualification study pending
- Long Range Planning:
    - Develop structure for Division Laser Fiche filing system (25% completed)
    - Attended monthly DRMC, RTC, TAC, STTC, and ITE meetings
    - Video animation of Michigan Left Turn intersection design (90% completed)
    - Video on school crossing safety (100% completed). **Distributed to PISD/FISD**

---

**Discussion/Action Items for Future Council Agendas**

**2008**

***October 29 – 31 – TML Annual Conference, San Antonio***

**November 10**

**Public Hearing:** Zoning Case 2008-67 - Request for Specific Use Permit for Day Care Center on one lot on 0.4± acre located on the south side of Legacy Drive, 270± feet west of Coit Road. Zoned Retail.

**Public Hearing:** Zoning Case 2008-69 - Request for a Specific Use Permit for Day Care Center on one lot on 1.9± acres located on the south side of Los Rios Boulevard, 100± feet west of Trail Walker Drive. Zoned Planned Development-320-Estate Development.

**Public Hearing:** Zoning Case 2008-71 - Request to amend Section 1.600 (Definitions) of Article 1 (General Regulations) and Section 3.1000 (Screening, Fence, and Wall Regulations) of Article 3 (Supplementary Regulations), and related sections of the Zoning Ordinance regarding golf nets.

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

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

**November 24 – Council Core Businesses Worksession, 8 a.m. – 5 p.m.**

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***



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>10/27/08</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	<i>10/22/08</i>
Agenda Coordinator (include phone #): <b>Sharon Wright ext. 7107</b>				
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				
<b>CAPTION</b>				
Proclamation: National Adoption Month - 2008				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
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:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>			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:		<b>10/27/08</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office			Initials	Date
Department Head	Tom Muehlenbeck		Executive Director		
Dept Signature:			City Manager		
Agenda Coordinator (include phone #):		<b>Sharon Wright ext. 7107</b>			
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					
<b>CAPTION</b>					
Proclamation: Animal Shelter Appreciation Week					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>	
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:					
<b>SUMMARY OF ITEM</b>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>10/27/08</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director	<div style="font-size: 2em; font-weight: bold;">1309</div> <div style="font-size: 1.5em; font-weight: bold;">10-22-08</div>	
Dept Signature:		City Manager		
Agenda Coordinator (include phone #):		<b>Sharon Wright ext. 7107</b>		
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				
<b>CAPTION</b>				
Proclamation: Plano Arbor Day - 2008				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
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:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>10/27/08</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Public Safety Communications		<i>[Signature]</i>	Date: <i>09.25.08</i>
Department Head	Ronald Timmons	Executive Director		
Dept Signature:	<i>Ronald P. Timmons</i>	City Manager		
Agenda Coordinator (include phone #): <b>Trang Tran x7930</b>				
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				
<b>CAPTION</b>				
"Presentation: Re-certification by the National Weather Service as a StormReady Community"				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
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:				
<b>SUMMARY OF ITEM</b>				
<p>The City of Plano has received re-certification by the National Weather Service as a StormReady Community. This verifies that appropriate actions have been taken to safeguard our community in the event of severe weather.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>			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:		<b>10/27/08</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office			Initials	Date
Department Head	Tom Muehlenbeck		Executive Director		
Dept Signature:			City Manager	<i>[Signature]</i>	<i>10/21/08</i>
Agenda Coordinator (include phone #): <b>Sharon Wright ext. 107</b>					
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					
<b>CAPTION</b>					
Special Recognition: CPR Saves Lives					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>	
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:					
<b>SUMMARY OF ITEM</b>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		

**PLANO CITY COUNCIL  
PLANNING AND ZONING COMMISSION  
WORKSESSION  
October 10, 2008**

**COUNCIL MEMBERS**

Pat Evans, Mayor  
Jean Callison, Mayor Pro Tem  
Harry LaRosiliere, Deputy Mayor Pro Tem  
Pat Miner  
Scott Johnson  
Mabrie Jackson  
Sally Magnuson  
Lee Dunlap

**PLANNING & ZONING COMMISSION  
MEMBERS**

James Duggan, Chair  
Maggie Armstrong  
Jeff Bulla, III  
Christopher Caso  
Michael Coleman  
Jim Norton  
Craig Perry  
Beth Weingarden

**STAFF**

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

The worksession was called to order following lunch on Friday, October 10, 2008 at 1:09 p.m. at the Plano Municipal Center, Building Inspections Training Room, 1520 Avenue K. All Council Members were present with the exception of Deputy Mayor Pro Tem LaRosiliere. All Planning and Zoning Commissioners were present with the exception of Beth Weingarden.

Director of Planning Jarrell welcomed those in attendance and advised the afternoon would include a panel discussion on community development trends and introduced Director – Development/Construction of Granite Properties David R. Cunningham, Business Reporter of the Dallas Morning News Steve Brown, President and CEO of The Karahan Companies Fehmi Karahan and CEO and Chairman of The Weitzman Group/Cencor Realty Services Herbert D. Weitzman.

**Presentation and Group Discussion of Trends in Commercial Development**

Mr. Cunningham reviewed the history of Granite Park, spoke to build out at 3 million square feet of space with the addition of restaurants and a full-service hotel. He spoke to the final master plan with a parking garage, four-story condominium homes, retail establishments, two additional office buildings and the possibility of a second hotel. Mr. Cunningham spoke to connectivity between Granite Park and Legacy Town Center and creation of a “live, work, play” area. He spoke regarding the density, efficient use and connectivity of the area and its location on the tollway offering access to many destinations.

Mr. Brown spoke regarding the current market in the area, the response of office demand to the economy, vacancy rates below 20% and rents at a good level. He spoke to the supply and demand effect on apartments with home financing becoming more difficult to obtain, short term delays in construction with real estate returning in a very active manner following a period of calm. Mr. Brown spoke to Plano, Richardson and Los Colinas benefiting from light rail, the movement of box retailers into smaller stores to fit into neighborhoods and the possible effect and reuse of bank buildings should there be consolidations.

Mr. Karahan spoke to the Legacy Town Center as the star of Plano, its strength in spite of the economy, completion of the last phase of retail development, opening of the fountain in November, and build-out planned in 2010. He spoke to the North Texas market's diverse economy, lack of overpriced home values and no physical limitations on growth. Mr. Karahan spoke to Legacy Town Center offering a unique environment for business.

Mr. Weitzman spoke regarding bank construction related to the introduction of online banking and the renewed interest and services offered in the brick and mortar locations. He spoke to the importance of market share in the banking industry and continued expansion and the relationship between shopping in person versus online complementing one another. Mr. Weitzman spoke to innovations in grocery competition, occupation of retail centers, the effect of the economy on "lifestyle" developers, the need to revitalize retail centers to attract tenants and the effects of market conditions on development. He spoke to the shelving of projects based on economic conditions and future improvements in job growth.

Mr. Karahan spoke to the current stability in the Dallas area, but advised that the market is fragile due to changes in lending for commercial development and spoke to normalization in 2010. Mr. Weitzman spoke regarding the difficulty in developing sites with multiple tenants and the major role of restaurants in generating traffic. Mr. Cunningham spoke to generational changes including the populations of baby boomers versus Gen-Xers and the impact this will bring on the real estate market. He spoke to an increase in densification and urbanization as the population ages, the effect of the rail system on the economy of the Metroplex and increasing density on retail corners. Mr. Brown spoke to Plano as "forward-looking" with regard to mixed-use development and rules currently in place that might be an impediment to future development. Mr. Karahan spoke to the need for all elements in a mixed-use development including office, retail and residential. Mr. Weitzman spoke to the need for flexibility in development and creating projects in phases.

Mr. Weitzman responded to Council Member Jackson, advising that the creation of more urban uses would help to increase interest in the downtown area and Mr. Cunningham spoke to the need to be more creative regarding codes. Mr. Weitzman responded to Council Member Dunlap advising there should be incentives for development at the mall and the need to offer something unique. The panel spoke regarding the desire for dense and walkable communities, Planning and Zoning Commissioner Perry spoke to those who enjoy living an urban lifestyle and Mr. Cunningham spoke to thinking past the old paradigms.

The session took a brief recess at 3:06 p.m. and resumed at 3:23 p.m.

Senior Planner Perry spoke to efforts to create a policy statement that will define the role of mixed-use development in the City of Plano, current examples and current uses being separated from one another to reduce incompatibilities which may result in a loss of synergy. She spoke to the benefits of mixed-use including more efficient use of infrastructure and service delivery, creation of gathering places, sense of community, and increased housing and transportation options. Ms. Perry spoke to the key characteristics of these developments including multiple uses that are integrated so that they enhance one another, a comprehensive network of streets and sidewalks to connect uses, density as a critical asset, pedestrian friendliness, interesting and comfortable elements at the street level, and addressing issues of parking. She spoke to location and site appropriateness and to considering the size of the area, accessibility, transportation, surrounding development, reinvestment costs, phase-ability, and community impact. Ms. Perry introduced the group to an exercise evaluating mixed-use projects from around the country.

As a follow up to the evaluation, Planning and Zoning Commissioner Perry spoke regarding the Easton Town Center located in Columbus, Ohio and its integration of uses, location on a major corridor, large indoor and outdoor spaces, stacked parking, walkways and public areas and extreme density. He spoke to its positive "human scale" and advised that the location serves as an attraction yet is located in a rural area. Mayor Evans spoke regarding Virginia Beach Town Center in Virginia Beach, Virginia which lacked walkability, signage, seating, integration and "human scale" as well as connectivity between the park and uses. She spoke to the large and uninteresting parking garage and expansive surface parking as negative features. Planning and Zoning Commissioner Caso spoke to Santana Row in San Jose, California advising that parking is located on the exterior of the development with the interior featuring landscaping, benches and a concierge. He spoke to the positive mix of retail, restaurant and residential uses, pedestrian friendly atmosphere and "human scale," the appropriateness of the site, and mix of architectural uses. Planning and Zoning Commissioner Coleman spoke regarding Mizner Park in Boca Raton, Florida and its development on an old mall property. He spoke to the mix of uses, housing located above retail, parking garages located on the perimeter, green space buffers, public park, gathering places and pedestrian friendly nature. Mr. Coleman spoke to transportation in the area, development in phases, increased property values and the City's investment.

Ms. Jarrell and Ms. Perry thanked those in attendance and recognized Staff for their assistance in putting together the program and materials.

Nothing further was discussed. The meeting was adjourned at 4:55 p.m.

---

**Pat Evans, MAYOR**

---

**James Duggan, Chair – Planning and Zoning Commission**

---

Diane Zucco, CITY SECRETARY

**PLANO CITY COUNCIL  
PRELIMINARY AND REGULAR MEETINGS  
October 13, 2008**

**COUNCIL MEMBERS**

Pat Evans, Mayor  
Jean Callison, Mayor Pro Tem  
Harry LaRosiliere, Deputy Mayor Pro Tem  
Pat Miner  
Scott Johnson  
Mabrie Jackson  
Sally Magnuson  
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  
Diane Zucco, City Secretary

Mayor Evans called the meeting to order at 5:13 p.m., Monday, October 13, 2008, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Mayor Pro Tem Callison arrived at 5:17 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, Section 551.071 and to discuss Personnel, Section 551.074 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/Regular Sessions at 7:06 p.m. in the Council Chambers.

The invocation was led by Imam Yaseen Shaikh of the Islamic Association of Collin County.

The Pledge of Allegiance was led by Brownie Troop 1522 of Shepard Elementary.

**PROCLAMATIONS AND SPECIAL RECOGNITION**

Mayor Evans recognized Hsinchu student ambassadors in the audience and received a presentation to the City of Plano from The Friends of the Plano Public Library System.

## **COMMENTS OF PUBLIC INTEREST**

Pam Hatcher representing the Haggard Park Homeowners' Association stated concern regarding a court decision to rescind the Board of Adjustment's opinion with regard to the Plano Vietnamese Baptist Church. She spoke to the intensity of the use and inquiries made on behalf of the church for additional parking. Ms. Hatcher spoke to the City offering neither defense nor presentation that another church was held to the same standards. She spoke to this case representing a shift in the neighborhood's relationship with the City and offered assistance on future issues. City Attorney Wetherbee advised that the court declined to take evidence and that the decision was based on arguments only. She advised that while the results were not what may have been preferred, the outcome was decided by the courts and spoke to the case being presented through briefs by Staff.

## **CONSENT AGENDA**

Upon a motion made by Deputy Mayor Pro Tem LaRosiliere and seconded by Mayor Pro Tem Callison, 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)]  
September 22, 2008

### **Approval of Expenditures**

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

**Bid No. 2008-182-C** for Ammunition for the Police Department with an annual fixed price contract in the estimated annual total amount of \$154,744 to Precision Delta Corporation, GT Distributors, Baileys House of Guns and The Hunting Shack. This will establish a one year contract with three City optional one year renewals. [Consent Agenda Item (B)] (See Exhibit "A")

**Bid No. 2008-223-C** for Consulting Services to aid the City of Plano in reviewing existing market conditions for the possible development of a new Convention Hotel and Conference Center to HVS Convention, Sports & Entertainment Facilities Consulting in the amount of \$81,000. [Consent Agenda Item (C)] (See Exhibit "B")

**Bid No. 2008-210-B** for the materials, construction and installation of end panels for Davis and Schimelpfenig Libraries to Libra-Tech in the amount of \$167,737. [Consent Agenda Item (D)] (See Exhibit "C")

**Bid No. 2008-197-B** for Portable Communication Tower to be used with the new wireless infrastructure to Scientel in the amount of \$201,555. [Consent Agenda Item (E)] (See Exhibit "D")

**Bid No. 2008-212-B** for the Alma Drive Widening – Spicewood Drive to Hedgcoxe Road to RKM Utility Services, Inc. in the amount of \$998,717 for the base bid (dry kiln cement). The project consists of widening Alma Drive from 4 lanes to 6 lanes from Spicewood Drive to Hedgcoxe Road and widening the northbound side in the City of Allen from Hedgcoxe Road to Tatum Drive. [Consent Agenda Item (F)] (See Exhibit “E”)

**Bid No. 2008-224-B** for Custer Ground Storage Tank Repairs Project to Natgun Corporation in the amount of \$2,143,500. This project consists of the removal of two 2.5 million gallon steel ground storage tanks and the construction of a 3.75 million gallon concrete storage tank. [Consent Agenda Item (G)] (See Exhibit “F”)

**Bid No. 2008-198-B** for 2008 Trail Repairs to Cole Construction, Inc. in the amount of \$937,226. The base bid is for removing and replacing concrete trails at various locations throughout the City of Plano. [Consent Agenda Item (H)] (See Exhibit “G”)

#### **Purchase from an Existing Contract**

To authorize the purchase of the Resurfacing of the Bay Floors at Fleet Services in the amount of \$73,678 from Gomez Floor Covering, Inc. through the BuyBoard Cooperative Purchasing Contract and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 241-06) [Consent Agenda Item (I)]

To approve the purchase of ten 3M Selfcheck™ machines in the amount of \$198,205 from Alpha Data Corporation for the Plano Public Library System (PPLS) through an existing contract/agreement with Texas State Contract #TXMAS 6-70030 and authorizing the City Manager to execute all necessary documents [Consent Agenda Item (J)]

To approve the purchase of library materials for the Plano Public Library System (PPLS) in the amount of \$540,000 from Baker & Taylor through an existing contract/agreement with Texas State Contract 715-N1 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents. [Consent Agenda Item (K)]

To approve the purchase of library materials for the Plano Public Library System (PPLS) in the amount of \$150,000 from Ingram Library Services through an existing contract/agreement with Texas State Contract 715-N1 Print Materials and Multimedia; authorizing the City Manager to execute all necessary documents. [Consent Agenda Item (L)]

To approve the purchase of library materials for the Plano Public Library System (PPLS) in the amount of \$250,000 from Brodart through an existing contract/agreement with Texas State Contract 715-N1 Print Materials and Multimedia; authorizing the City Manager to execute all necessary documents. [Consent Agenda Item (M)]

To approve the purchase of library materials for the Plano Public Library System (PPLS) in the amount of \$140,000 from Midwest Tapes through an existing contract/agreement with Texas State Contract 715-N1 Print Materials and Multimedia; authorizing the City Manager to execute all necessary documents. [Consent Agenda Item (N)]

### **Renewal of Contract**

To approve renewals for Library Periodicals and related subscription services between EBSCO Information Services and the City of Plano for two years for a sum of \$75,113 each year subject to the availability and appropriation of funds; and authorizing its execution by the City Manager and providing an effective date. (2007-16-C – Approved 11/27/06) [Consent Agenda Item (O)]

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

To approve an Engineering Services Contract by and between the City of Plano and Birkhoff, Hendricks & Conway, L.L.P., in the amount of \$99,895 for Custer Ground Storage Tank Repairs and authorizing the City Manager to execute all necessary documents. [Consent Agenda Item (P)]

To approve a Landscape Architectural Professional Services Agreement by and between the City of Plano and JBI Partners in the amount of \$67,500 for Jack Carter Park Service Center Yard Renovation and authorizing the City Manager to execute all necessary documents. These improvements are needed to move the maintenance yard away from the flood plain, provide additional storage space and improve circulation. [Consent Agenda Item (Q)]

To approve a Contract by and between the City of Plano and Plano Economic Development Board in the amount of \$858,361 to initiate, promote, monitor and perform activities related to economic development; and authorizing the City Manager to execute any and all documents in connection therewith. [Consent Agenda Item (R)]

### **Approval of Agreement**

To approve an Agreement between the City of Plano, Texas, and RecycleBank LLC to implement an incentive based recycling program to municipality residents; in the amount of \$36,000 for the initial six-month trial term; funding will be provided for the initial six-month term from a grant from NCTCOG; and authorizing the City Manager to execute all necessary documents; and providing an effective date. [Consent Agenda Item (S)]

### **Amendment to Professional Services Agreement**

To authorize an amendment to a Professional Services Agreement between the City of Plano and RCC Consultants, Inc. in the additional amount of \$63,685 through an existing contract/agreement (2008-157-I) for Police and Fire Data System Replacement and Upgrade Project; authorizing the City Manager to execute all necessary documents. [Consent Agenda Item (T)]

### **Subdivision Improvement Agreement**

To ratify the terms and conditions of a Subdivision Improvement Agreement by and between the City of Plano, Texas and UDR Developers, Inc., for oversize participation in Ridgeview Drive both east and west of Coit Road. The Agreement authorizes the City to reimburse UDR Developers, Inc. for the oversize off-site paving improvements from Coit Road west 200' upon acceptance of the improvements and also provides for the typical oversize reimbursement abutting the developer's frontage east of Coit Road in accordance with the Subdivision Ordinance. [Consent Agenda Item (U)]

### **Reimbursement of Oversize Participation**

To approve and authorize reimbursement to UDR Developers, Inc. for oversize participation for paving improvements in Ridgeview Drive associated with construction of Coit/Ridgeview Apartments in the amount of \$99,116. [Consent Agenda Item (V)]

### **Adoption of Resolutions**

**Resolution No. 2008-10-1(R):** To approve the terms and conditions of an Interlocal Cooperation Agreement for Library Services by and between the City of Plano and Collin County, Texas providing the terms and conditions for receipt of funding in the amount of \$78,250 from Collin County; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the Agreement herein; and providing an effective date. [Consent Agenda Item (W)]

**Resolution No. 2008-10-2(R):** To approve the terms and conditions of an Interlocal Cooperation Agreement for Library Services by and between the City of Plano and Denton County, Texas providing the terms and conditions for receipt of funding in the amount of \$11,200 from Denton County; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the Agreement herein; and providing an effective date. [Consent Agenda Item (X)]

**Resolution No. 2008-10-3(R):** To approve the terms and conditions of Agreements between the City of Plano, Texas, and various Heritage Preservation organizations which render services that are beneficial to the public and serve a valid public purpose in the total amount of \$682,710; authorizing the City Manager to execute such Agreements with these organizations for the provision of support of Heritage Preservation; and providing an effective date. [Consent Agenda Item (Y)]

**Resolution No. 2008-10-4(R):** To approve the City of Plano's participation in "TEXPOOL," a public funds investment pool; designating authorized representatives and investment officers; and providing an effective date. [Consent Agenda Item (Z)]

**Resolution No. 2008-10-5(R):** To approve and grant two electric easements to Oncor Electric Service Company on City property located on the north side of 15<sup>th</sup> Street, 127.53' west of Dallas Area Rapid Transit and the southwest corner of 15<sup>th</sup> Street and "H" Avenue, authorizing its execution by the City Manager and providing an effective date. [Consent Agenda Item (AA)]

**Resolution No. 2008-10-6(R):** To approve an Easement and Right-of-Way Agreement between the City of Plano and Oncor Electric Delivery Company LLC providing for electric service to the Plano Sports Authority recreation facility at Enfield Park; and authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (BB)]

**Adoption of Ordinances**

**Ordinance No. 2008-10-7:** To adopt and enact Supplement Number 83 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 (CC)]

**Ordinance No. 2008-10-8:** To approve the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, Texas and the City of Frisco, Texas; authorizing the City Manager to execute the Agreement on behalf of the City of Plano; and providing an effective date. [Consent Agenda Item (DD)]

**Ordinance No. 2008-10-9:** To approve the carrying forward of Fiscal Year 2007-2008 funds to Fiscal Year 2008-2009; and providing an effective date. [Consent Agenda Item (EE)]

**END OF CONSENT**

The Council resumed discussion of the Preliminary Agenda.

**Consideration and Action Resulting from Executive Session Discussion:  
Personnel Reappointments/Appointments to Boards and Commissions**

**Heritage Commission**

Upon a motion made by Council Member Dunlap and seconded by Council Member Magnuson, the Council voted 8-0 to reappoint Brian Chaput and Anne Quaintance-Howard, to appoint Brian Chaput as Chair and to appoint B.C. "Bud" Hopkins for a two year term.

**Planning and Zoning Commission**

Upon a motion made by Deputy Mayor Pro Tem LaRosiliere and seconded by Council Member Johnson the Council voted 8-0 to reappoint James Duggan as Chair. The Council deferred consideration of a vacancy.

**Plano Housing Authority**

The Council deferred consideration of this board.

**Retirement Security Plan Committee**

Upon a motion made by Council Member Magnuson and seconded by Council Member Dunlap the Council voted 8-0 to appoint Mark Israelson as Chair.

## **Personnel Reappointments/Appointments**

### Parks and Recreation Planning Board

Upon a motion made by Council Member Dunlap and seconded by Council Member Miner the Council voted 8-0 to reappoint Mary F. Long and Bill Neukranz, appoint David L. Loughridge for a two year term, appoint Kayci Brooks Prince to an interim term and appoint Bill Neukranz as Chair.

### Library Advisory Board

Upon a motion made Council Member Dunlap and seconded by Deputy Mayor Pro Tem LaRosiliere the Council voted 8-0 to reappoint Debra Conway Benton and Pearl Garza Fracchia, appoint Carl Ford for a two year term, appoint Russell Kissick to an interim term and appoint Gregory J. Myer as Chair.

### Community Relations Commission

Upon a motion made by Deputy Mayor Pro Tem LaRosiliere and seconded by Council Member Magnuson the Council voted 8-0 to reappoint Kimberly Jene Brogan and to defer other appointments.

### Cultural Affairs Commission

The Council deferred consideration of this board.

### Animal Shelter Advisory Committee

Upon a motion made by Council Member Jackson and seconded by Council Member Miner the Council voted 8-0 to appoint Aubrie Wolff for a two year term and appoint Sunny Lee Ruth as Chair.

### Public Arts Committee

The Council deferred consideration of this board.

### Self Sufficiency Committee

Upon a motion made by Council Member Dunlap and seconded by Council Member Jackson the Council voted 8-0 to reappoint Louis J. Heck and Gregory "Greg" R. Huckaby and appoint Mr. Huckaby as Chair. The Council deferred consideration of an interim vacancy.

### Senior Citizens Advisory Board

The Council deferred consideration of this board.

### Tax Increment Financing Reinvestment Zone No. 1 Board

The Council deferred consideration of this board.

### **Discussion Regarding Chisholm Trail South Master Plan**

Long Range Planning Manager Zimmerman spoke to the objectives dealing with future needs of the Plano Senior Center and Harrington Park, creating a major community gathering place and focal point, extending the trail to link with Richardson's system, removing barriers at 15<sup>th</sup> Street and Plano Parkway, and preserving/enhancing key natural features wherever possible while utilizing public and private assets. He spoke to the key components of grade separations beneath 15<sup>th</sup> Street and Plano Parkway, expansion of Harrington Park, connection to the mall, and an urban center west of the creek brought about through public improvements and changes in zoning. Mr. Zimmerman spoke to potential redevelopment, a possible retirement community, expansion of the senior center, and pedestrian bridges offering a unique design element and becoming anchors to improve and enhance the visual character of the area. He spoke to implementation including land acquisition, senior center expansion and rezoning in the near term (1-5 years), grade separation of the trail in 2009, and consideration of the bridges, additional trails and urban common areas in 10-15 years.

Mr. Zimmerman responded to the Council, advising that there is an electrical substation at Alma Drive and 16<sup>th</sup> Street and that the bike trail would be brought up behind LaMadeline's restaurant with future plans to continue southward into Richardson. He responded to Council Member Dunlap stating that the current Corridor Commercial zoning does not allow for a mixing of residential with non-residential uses except for an apartment that has been grandfathered at the location. Director of Planning Jarrell provided clarification advising that a retirement facility would be permitted with a specific use permit and responded to Council Member Dunlap that the concept of the appropriate locations for residential may be an item for future consideration. Council Member Dunlap spoke in favor of the presentation and having the information readily available.

### **Discussion Regarding Valet Parking**

Executive Director Turner spoke regarding possible valet parking service in Downtown Plano and other locations where public streets and rights-of-way are used for parking. He spoke to efforts of the Engineering Department, Transportation Division and Legal Department in compiling recommendations which may be brought forward at Council's direction. Mr. Turner spoke to an ordinance calling for the issuance of a license specifying the stand location, hours of operation and where cars would be taken. He spoke to regulations regarding the number of spaces, distances from crosswalks and advised that the valet service would be non-exclusive with no fee charged for parking but gratuities accepted. Mr. Turner spoke to general support received from the Shops at Legacy, recommendations resulting in an orderly use of right-of-way and extending a benefit to citizens. He advised there would be no effect on private property valets and responded to the Council that the planning process will address the location where cars will be parked, benefits to those in close proximity and consideration of the use of public parking and public rights-of-way. Mr. Turner spoke to standards for separation between stands and distance from crosswalks and addressing situations at the Shops at Legacy. He advised Mayor Pro Tem Callison that residents will not be affected and that the ordinance has been drafted for commercial users and City Attorney Wetherbee spoke to enforcement through revocation of licenses. Mr. Turner advised that Staff will continue work on the ordinance.

### **Council items for discussion/action on future agendas**

Council Member Johnson requested an agenda item to consider the effect of a Dallas ordinance calling for collection of City expenses for those involved in an accident that reside outside the City of Dallas and City Attorney Wetherbee advised that Staff will bring forward information. Council Member Dunlap requested an agenda item come forward regarding a Regional Transportation Council resolution related to their public policy agenda for the state legislature. Mayor Evans requested a call for a Public Hearing to amend the Zoning Ordinance as it relates to the regulation of private clubs be scheduled for October 27, 2008. She further requested a future agenda item to address methods for honorary street naming.

### **Consent and Regular Agenda**

No items were discussed.

The Council resumed discussion of the Regular Session.

**Resolution 2008-10-10(R):** To amend Resolution No. 2007-6-9(R) and Resolution No. 2008-4-25(R) to extend the date in the Capital Funding Agreements approved by those resolutions to October 1, 2010 for the Cities to receive credit for advancing capital funds for the proposed project upon the Cities entering into a Contribution Agreement for an approved project; authorizing the City Manager to execute all documents in connection therewith; and providing an effective date. [Regular Agenda Item (1)]

Upon a motion made by Deputy Mayor Pro Tem LaRosiliere and seconded by Council Member Magnuson, the Council voted 8-0 to amend Resolution No. 2007-6-9(R) and Resolution No. 2008-4-25(R) to extend the date in the Capital Funding Agreements approved by those resolutions to October 1, 2010 for the Cities to receive credit for advancing capital funds for the proposed project upon the Cities entering into a Contribution Agreement for an approved project; authorizing the City Manager to execute all documents in connection therewith; and providing an effective date; and further to adopt Resolution 2008-10-10(R).

**Public Hearing and adoption of Ordinance No. 2008-10-11 as requested in Zoning Case 2008-66** to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit 596 so as to allow the additional use of Gymnastics/Dance Studio on 1.2± acres located on the north side of Summit Avenue, 500± feet east of Jupiter Road, in the City of Plano, Collin County, Texas, presently zoned Light Industrial-1; 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: Mike Epperson [Regular Agenda Item (2)]

Director of Planning Jarrell advised the Council that the Planning and Zoning Commission recommended approval of the request as submitted.

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

**Ordinance No. 2008-10-11 (cont'd)**

Upon a motion made by Council Member Magnuson and seconded by Council Member Johnson, the Council voted 8-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit 596 so as to allow the additional use of Gymnastics/Dance Studio on 1.2± acres located on the north side of Summit Avenue, 500± feet east of Jupiter Road, in the City of Plano, Collin County, Texas, presently zoned Light Industrial-1; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2008-66; 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. 2008-10-11.

**Resolution No. 2008-10-12(R):** To approve the terms and conditions of a Development Agreement by and between Tenth Street Plano, L.P. (TSP) and the City of Plano, Texas for renovation of existing improvements located at 910 10<sup>th</sup> Street, Plano, Texas; authorizing its execution by the City Manager; and providing an effective date. [Regular Agenda Item (3)]

Executive Director Turner spoke to vacant industrial space and a proposal with incentives of \$800,000 to support rebuilding infrastructure, public assets, screening and contribute support for demolition and abatement of environmental hazards on the site. He advised that the agreement calls for the developer to undertake the work and be reimbursed with initial improvements complete in twelve months. Mr. Turner spoke to an additional timeframe during which TSP would seek at least 85% occupancy and achieve an increase in assessed property value after which the full amount of the incentive would be considered a grant. He advised that should the occupancy or increase in value not materialize, \$500,000 would be considered a grant with the remainder a loan. Mr. Turner responded to the Council, advising that \$600,000 of the monies will be used for public improvements and that these will be designed to benefit surrounding properties as well. Council Member Dunlap spoke to the agreement providing monies for public benefit and being designed so that there can be a reuse in the future. Council Member Miner spoke to revitalization of the area.

Upon a motion made by Council Member Miner and seconded by Council Member Dunlap, the Council voted 8-0 to approve the terms and conditions of a Development Agreement by and between Tenth Street Plano, L.P. and the City of Plano, Texas for renovation of existing improvements located at 910 10<sup>th</sup> Street, Plano, Texas; authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2008-10-12(R).

**Presentation and Discussion** of a Long Term Electric Power Agreement with Cities Aggregation Power Project (CAPP). [Regular Agenda Item (4)]

Executive Director Hogan spoke to the City's membership in CAPP and an opportunity to participate in an aggregation of cities and other entities to identify a pricing advantage in a long-term contract for power needs.

Geoffrey M. Gay, General Counsel to CAPP, spoke regarding work done to stabilize prices and a proposal locking down a five-year transaction. He spoke to an option for a long-term contract (24-years) should there be enough participation, offering predictable rates with less volatility to gas prices and being recognized by policy makers for offering hope to residential and small business customers. Mr. Gay spoke to the history of natural gas pricing and its relationship to electricity pricing and spoke to the difficulty in making predictions. He spoke regarding generation capacity in the State of Texas and an anticipated shortage in 2023 and to a long-term contract guaranteeing power from specific resources priced at specific levels regardless of what occurs. He advised that this agreement is a policy choice, stated confidence that in the near future the price of natural gas will determine the primary price of generation capacity, and spoke to the time and cost necessary to implement nuclear plants. Mr. Gay spoke to cities leading the way and identifying steps that could be taken to improve the market.

Council Member Johnson spoke to the benefits of CAPP and to receiving further financial information. He stated concern regarding the security of monies paid "up front" and what incentives there might be for the provider to maintain the contract over 24 years. Mr. Gay spoke to the agreement providing reduced-cost power in exchange for financing based upon the high bond ratings of participating cities and prepayment of capacity costs. He advised that every default does not lead to termination, spoke to bankruptcy protection through a forward contract designation and the right of default and stated that he does not expect the current price of natural gas to be maintained. He responded to Council Member Dunlap, advising that there is no joint liability between cities and that if a municipality were to claim bankruptcy the others have no responsibility to pick up their costs.

Mayor Evans spoke to more information coming forward on October 27, 2008. There being no further discussion, Mayor Evans adjourned the meeting at 8:47 p.m.

---

**Pat Evans, MAYOR**

ATTEST:

---

**Diane Zucco, City Secretary**



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input 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:	<b>10/27/08</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Purchasing	Initials	Date	
Department Head	Mke Ryan	Executive Director		
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>10/15/08</i>
Agenda Coordinator (include phone #): <b>Becky Johansen #4396</b>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
<b>CAPTION</b>				
Award/Rejection of Bid/Proposal for Bid No. 2008-220-C for Full Encirclement Repair Clamps, Flange Coupling Adapters, Service Saddles & Steel Couplings.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
FUND(S): <b>WAREHOUSE</b>				
COMMENTS: This item approves price quotes. Expenditures will be made in the Municipal Warehouse within approved budget appropriations. The estimated annual amount is \$57,993.25.				
STRATEGIC PLAN GOAL: Funding of Inventory stock items relates to the City's goal of "Premier City in Which to Live."				
<b>SUMMARY OF ITEM</b>				
Staff recommends bid of H D Supply Waterworks for items 1, 2, 22, 25 and 29 in the estimated annual amount of \$33,156.63 and bid of Municipal Water Works Supply LP for items 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 26, 27, 28, 30, 31 and 32 in the estimated annual amount of \$24,836.62 be accepted as the lowest responsive, responsible bids, conditioned upon timely execution of any necessary contract documents. This will establish an annual fixed price contract with three optional renewals in the total estimated annual amount of \$57,993.25. This contract will be for the purchase of Full Encirclement Repair Clamps, Flange Coupling Adapters, Service Saddles and Steel Couplings.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Bid Recap				

# CITY OF PLANO

**BID NO. 2008-220-C**  
**Full Encirclement Repair Clamps, Flange Coupling Adapters, Service**  
**Saddle & Steel Couplings**  
**BID RECAP**

---

**Bid Opening Date/Time:** September 30, 2008 @ 4:00pm

**Number of Vendors Notified:** 717

**Vendors Submitting "No Bids":** 1

**Number of Bids Submitted:** 5

H D Supply Waterworks  
Municipal Water Works Supply LP  
Mainline Supply  
Coast Pump & Supply Company  
Ferguson Waterworks

**Bids Evaluated Non-Responsive to Specification:** 0

**Recommended Vendor(s):** H D Supply Waterworks  
Municipal Water Works Supply LP

*Becky Johansen*

\_\_\_\_\_  
Becky Johansen, Buyer

*October 2, 2008*

\_\_\_\_\_  
Date



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>10/27/08</b>	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Purchasing	Initials	Date		
Department Head	Mike Ryan	Executive Director			
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>10/17/08</i>	
Agenda Coordinator (include phone #):		<b>Sharron Mason, Ext. 7247</b>			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
<b>CAPTION</b>					
Award/Rejection of Bid/Proposal for Bid No. 2008-207-C for RFP for Stop Loss Insurance to United HealthCare in the estimated amount of \$950,450.00.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget			950,450		950,450
Encumbered/Expended Amount					
This Item			-950,450		-950,450
BALANCE					
FUND(S): Health Claims Funds					
<b>COMMENTS:</b> Funds are included in the 2008-09 Health Claims Fund for stop loss coverage. This policy, in the estimated annual amount of \$950,450, will establish a rate for stop loss services. Approval of this policy will provide a \$1 per employee per month reduction to the Administrative Service Agreement fee as long as the coverage is in place, which equates to a \$25,536 annual saving making the effective rate of this policy \$924,914.					
<b>STRATEGIC PLAN GOAL:</b> Stop loss insurance for the City's self-funded health plan relates to the City's goal of Major Business Center.					
<b>SUMMARY OF ITEM</b>					
<b>ANNUAL CONTRACT WITH RENEWALS</b>					
It is the recommendation of the Evaluation Selection Committee to award the Stop Loss Insurance Policy to United HealthCare based on the proposal submitted covering services and costs. The estimated annual amount of the contract is \$950,450.. This policy, in the estimated annual amount of \$950,450, will establish a rate for stop lost services. This will equate to an effective rate of \$924, 914. The term of this policy is for one (1) year with City optional renewals.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Memorandum and Proposal Recap					

# Memorandum

**To:** Purchasing Department  
**From:** Sydney Covey, Compensation & Benefits Manager  
**Date:** 10/16/2008  
**Re:** Stop Loss Insurance, Solicitation 2008-207-C

---

It is the recommendation of the selection Committee to award the Stop Loss Insurance Policy, 2008-207-C, to UnitedHealthcare based on the proposal submitted covering services and costs. The committee made this decision based on the input and guidance of the Health Plan Consultant, Hay Group. A thorough review of the proposals was performed by the Consultant and a spreadsheet developed which outlined the pros and cons of the proposals. The Consultant pointed out that conditional pricing was received in three of the proposals and would require that the City provide protected health information and/or additional information regarding diagnosis, prognosis, and anticipated additional expenses. The Consultant advised that even though UHC did not have access to the additional information requested by the other three proposers, the proposal presented by UnitedHealthcare met all the City's requirements and was not contingent upon receiving any additional data.

The estimated annual amount of the Policy is \$950,450. The rate quoted by UHC is a composite rate (Single and Family coverage) of \$37.22 per employee per month. Because UHC is our current medical claims administrator they are providing these additional points of service:

- Automatic reimbursement to the City for claims exceeding the individual stop loss limit; no additional information or filings are required from the City to receive reimbursement. This will reduce the time it takes to process a reimbursement and reduces the level of oversight required of staff.
- UHC automatically identifies claims exceeding the stop loss limit so there is no risk of incurring penalties or encountering delays due to late or incomplete reporting.
- Reduction in medical plan Administrative Services Agreement fee of \$1.00 per employee per month for as long as the coverage is in place. This equates to a savings of \$25,536 annually. Therefore, the annual cost of Stop Loss Insurance becomes \$924,914 for the first year.
- UHC can provide one consolidated reporting package that includes stop loss and medical plan data.
- Stop Loss premiums appear on the same bill as other UnitedHealthcare services on the same composite basis, per employee per month, providing for easier administration and reconciliation of payments.

October 16, 2008

- The insurance comes with guarantees that during the life of the policy there will not be any large loss claimants excluded from coverage and that the coverage is not subject to any pre-existing conditions or provisions.

The other three proposers asked for information we do not have access to and provided quotes contingent upon receiving this information. They also were non responsive on at least one other item. Therefore, these three proposals were not scored. The UnitedHealthcare proposal addressed all the issues within the scope of the RFP and provided a firm quote not contingent upon the City providing any additional information.

The Risk Pool Trustees met on October 7, 2008, and voted to accept this proposal and have authorized an increase in the lifetime maximum from \$1,000,000 to \$2,000,000 due to the increases in medical costs as well as the overall cost of this coverage to the City presented by UHC is less than our current policy with the \$1,000,000 limit.

Based on the overall quality of the UHC proposal, cost and additional service benefits to the City, the Committee was in agreement that UHC presented the best proposal and the contract should be awarded accordingly.



**Request for Proposal No. 2008-207-C**

**RFP for STOP LOSS INSURANCE**

**RECAP**

---

**Opening Date/Time:** Thursday, August 28, 2008 at 11:00 am (CDT)

**Responses Received:**

HM Insurance Group  
ING  
Humana  
United HealthCare

**Recommended Vendor:**

**United HealthCare** the estimated annual amount of the Policy of \$950,450.00.

---

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

*Sharron Mason*

Sharron Mason, Sr. Buyer

*October 9, 2008*

Date



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>10/27/08</b>		Reviewed by Legal <i>YJ</i>	<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> 10-20-08
Dept Signature:	<i>[Signature] for D.W.</i>			City Manager	<i>[Signature]</i> 10/20/08
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>					

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

**CAPTION**

Award/rejection of Bid/Proposal, conditional acceptance of lowest responsible Bid/Proposal, and designation of alternate lowest responsible Bid/Proposal for the construction of the Cottonwood Creek Greenbelt improvements (Bid No. 2008-216-B) to 2L Construction, LLC in the amount of \$236,283.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>2008-09</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	278,115	1,598,885	0	<b>1,877,000</b>
Encumbered/Expended Amount	-278,115	-358,946	0	<b>-637,061</b>
This Item	0	-236,283	0	<b>-236,283</b>
BALANCE	0	1,003,656	0	<b>1,003,656</b>

**FUND(S):**    **PARK IMPROVEMENT CIP**

**COMMENTS:** Funds are included in the 2008-09 Park Improvement CIP. This item, in the amount of \$236,283, will leave a current year balance of \$1,003,656 for the Neighborhood Park Improvements project.

**STRATEGIC PLAN GOAL:** Neighborhood park improvements relate to the City's Goal of Premier City in Which to Live.

**SUMMARY OF ITEM**

Staff recommends that the bid received from 2L Construction, LLC in the amount of \$236,283 be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The base bid is for upgrading an existing playground for 5 to 12 year old users to meet current Consumer Product Safety Commission standards, adding a shade structure to the playground, building a new playground with a shade structure for 2 to 5 year old users, constructing a pavilion, and renovating the playground drainage system. The low bid of \$236,283 exceeds the consultant's estimate of \$212,854 but is within the available project funding of \$250,000. Staff does not believe that re-bidding the project would result in lower bids.

In the event 2L Construction, LLC fails to execute contract documents, staff recommends that the project be awarded to the second lowest bidder, JDC Construction in the amount of \$240,980.



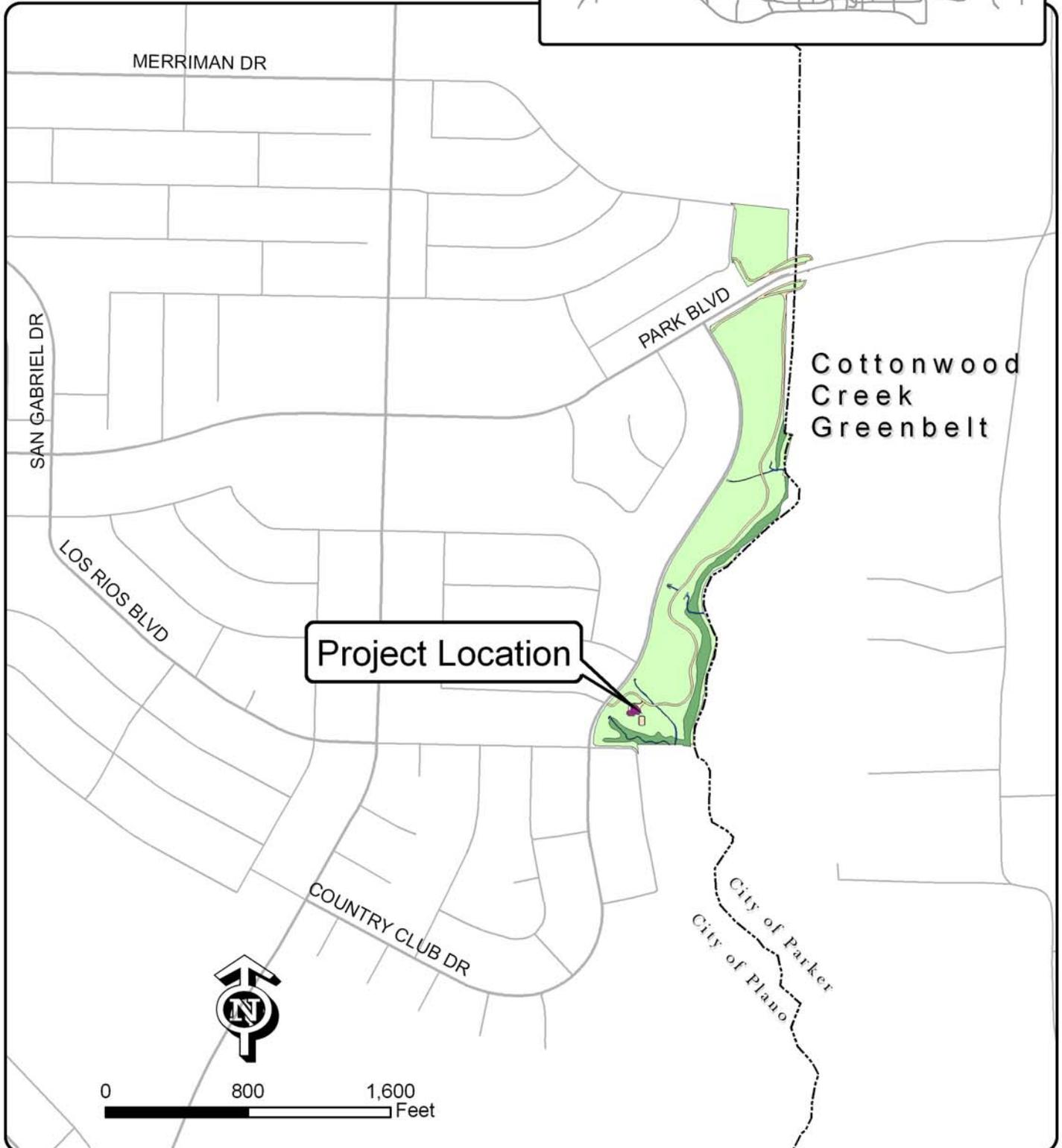
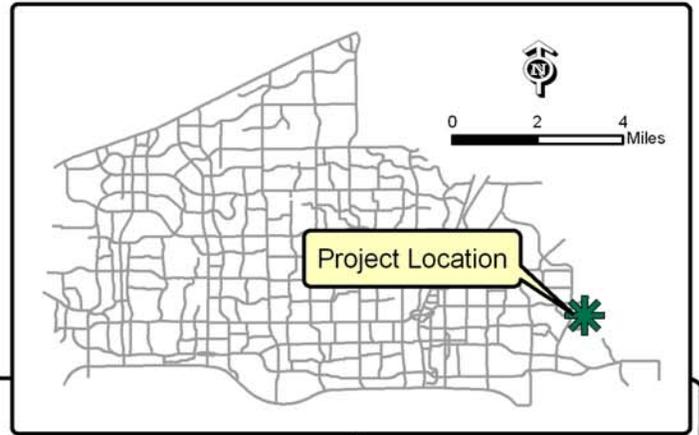
**CITY OF PLANO  
COUNCIL AGENDA ITEM**

List of Supporting Documents: Location Map Bid Tabulation	Other Departments, Boards, Commissions or Agencies



# Project Location Map

## Cottonwood Creek Greenbelt Improvements



**CITY OF PLANO**  
**CORRECTED BID TABULATION**  
**2008-216-B**  
**COTTONWOOD CREEK GREENBELT IMPROVEMENTS**  
**Project No. 5760.1**  
**THURSDAY, OCTOBER 2, 2008 @ 4:30 PM (CDT)**

<b>CONTRACTOR</b>	<b>BID BOND</b>	<b>TOTAL BASE</b>
2L Construction, LLC	Yes	\$ 236,282.90
JDC Construction	Yes	\$ 240,980.50
Irricon Construction	Yes	\$ 256,286.50
CORE Construction	Yes	\$ 267,148.00

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

*Karen P. Neal-Core*

*October 8, 2008*

Karen P. Neal-Core, Buyer II

Date

**“BID TABULATION STATEMENT”**

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

PURCHASING DIVISION  
CITY OF PLANO TEXAS



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>10/27/08</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Engineering		Initials	Date	
Department Head	Upchurch	Executive Director	<i>[Signature]</i>	<i>10/17/08</i>	
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	
Agenda Coordinator (include phone #):		<b>Irene Peques (7198)</b>	<b>Project No. 5740</b>		

**ACTION REQUESTED:**

<input type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION	<input type="checkbox"/> CHANGE ORDER	<input type="checkbox"/> AGREEMENT
<input checked="" type="checkbox"/> APPROVAL OF BID	<input type="checkbox"/> AWARD OF CONTRACT	<input type="checkbox"/> OTHER	

### CAPTION

(Award/Rejection) of (Bid/Proposal) for Bid No. 2008-217-B for Springbrook Drive – Janwood Drive to Quill Drive to RKM Utility Services, Inc., in the amount of \$1,943,288 for the Base Bid.

### FINANCIAL SUMMARY

NOT APPLICABLE   
  OPERATING EXPENSE   
  REVENUE   
  CIP

FISCAL YEAR: <b>2008-09</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	20,863	1,989,137	0	2,010,000
Encumbered/Expended Amount	-20,863	-44,722	0	-65,585
This Item	0	-1,943,288	0	-1,943,288
<b>BALANCE</b>	<b>0</b>	<b>1,127</b>	<b>0</b>	<b>1,127</b>

**FUND(S): STREET IMPROVEMENT CIP & WATER CIP**

**COMMENTS:** Funds are included in the 2008-09 Street Improvement and Water CIP. This item, in the amount of \$1,943,288, will leave a current year balance of \$1,127 for the Springbrook – Janwood to Quill project.

**STRATEGIC PLAN GOAL:** Street and water line construction relates to the City's Goals of Safe, Efficient Travel and Livable and Sustainable Community.

### SUMMARY OF ITEM

Staff recommends the base bid (dry kiln cement) of RKM Utility Services, Inc., in the amount of \$1,943,288.00 be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The Alternate Bid No. 1 (for other type cement) was for \$1,943,288.00. Alternate No. 2 (low nitrous oxide dry kiln cement) is greater than 5% over the base bid price at 2,030,971.00 (10.7% over the dry kiln cement content cost). In keeping with the City's Green Purchasing Policy, staff recommends the award be based upon the dry kiln cement purchase.

The second vendor being recommended is McMahon Contracting, LP in the amount of \$2,032,827.79.

Engineers' estimate was \$2,100,000.

The project consists of the reconstruction of Springbrook Drive from Janwood Drive to Quill Drive along with Tanglewood Drive from Springbrook Drive to its end. Also included is a water line replacement on Springbrook Drive and water and sewer line replacement on Tanglewood Drive. Other work includes installation of a park trail, sidewalk, storm drainage and creek bank protection in the Springbrook Drive area and installation of storm drainage and creek bank protection to eliminate a problem in an adjacent neighborhood across Pittman Creek to the west of Springbrook Drive.



# CITY OF PLANO COUNCIL AGENDA ITEM

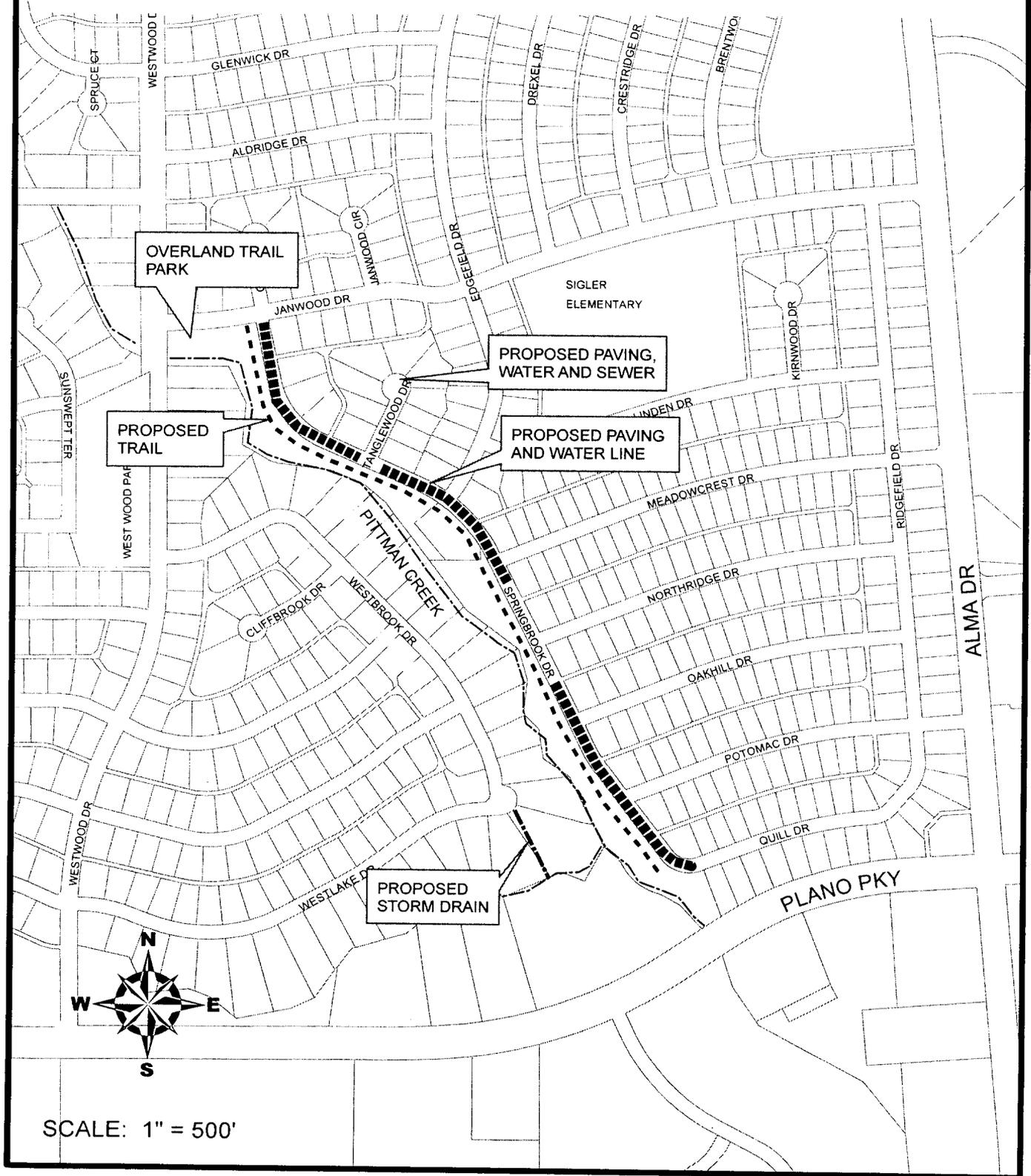
List of Supporting Documents: Bid Summary Location Map	Other Departments, Boards, Commissions or Agencies  N/A
--	---

## BID SUMMARY

### SPRINGBROOK DRIVE JANWOOD DRIVE TO QUILL DRIVE PROJECT NO. 5740 BID NO. 2008-217-B

<u>BID RANK</u>	<u>BIDDER</u>	<u>BASE BID</u>	<u>ALTERNATE 1</u>	<u>ALTE RNATE 2</u>
1	RKM Utility Services, Inc.	\$1,943,288.00	\$1,943,288.00	\$2,030,971.00
2	McMahon Contracting, LP	\$2,032,827.79	\$2,032,827.79	\$2,077,547.81
3	Jim Bowman Construction Co.,LTD	\$2,065,008.86	\$2,065,008.86	\$2,107,831.16
4	Jeske Construction Co.	\$2,131,575.90	\$2,112,712.40	\$2,131,575.90
5	JRJ Paving, LP	\$2,167,691.49	\$2,167,691.49	\$2,212,051.70
6	Pipeworks Construction, L.L.C.	\$2,196,039.00	\$2,196,039.00	\$2,239,780.00
7	Tiseo Paving Co.	\$2,228,380.15	\$2,191,745.85	\$2,228,380.15
8	J & T Excavating, L.L.C.	\$2,255,513.15	\$2,255,513.15	\$2,322,603.15
9	Tri-Con Services, Inc.	\$2,603,885.50	\$2,541,354.82	\$2,662,224.34

# SPRINGBROOK DRIVE JANWOOD DRIVE TO QUILL DRIVE PROJECT NO. 5740





## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>10/27/08</b>		Reviewed by Legal <i>JP</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Technology Services		<i>initials</i>	Date
Department Head	David Stephens	Executive Director	<i>initials</i>	<b>10.20.08</b>
Dept Signature:	<i>David Stephens</i>	City Manager	<i>initials</i>	<i>10/20/08</i>
Agenda Coordinator (include phone #): <b>Amy Powell, Ext. 7342</b>				
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 EXISTING CONTRACT				
<b>CAPTION</b>				
Purchase from an existing Contract/Agreement authorizing the purchase of maintenance support for network infrastructure switches in the amount of \$215,039 from InterNetwork Experts through a Department of Information Resources (DIR) Contract, and authorizing the City Manager or his designee to execute all necessary documents. (DIR-SDD-239)				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2008-09</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	2,599,143	0	<b>2,599,143</b>
Encumbered/Expended Amount	0	-120,255	0	<b>-120,255</b>
This Item	0	-215,039	0	<b>-215,039</b>
BALANCE	<b>0</b>	<b>2,263,849</b>	<b>0</b>	<b>2,263,849</b>
FUND(S): <b>TECHNOLOGY SERVICES FUND (066)</b>				
<b>COMMENTS:</b> Funds are included in the 2008-09 Technology Services budget for maintenance on the Cisco switches. The remaining balance will be used throughout the year for other maintenance agreements. <b>STRATEGIC PLAN GOAL:</b> Network switches and other infrastructure support services relate to the City's Goal of "Service Excellence".				
<b>SUMMARY OF ITEM</b>				
Technology Services recommends Council approve an expenditure of \$215,039 to InterNetwork Experts through the Department of Information Resources (DIR) for maintenance support on network infrastructure switches. The City is authorized to purchase from the State Contract List pursuant to Section 271 Subchapter D of the Local Government Code, and by doing satisfies any State Law requiring the local government to seek competitive bids for items. (DIR-SDD-239).				
List of Supporting Documents: Memo , Quote		Other Departments, Boards, Commissions or Agencies		

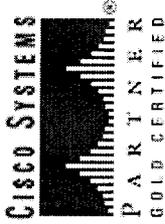
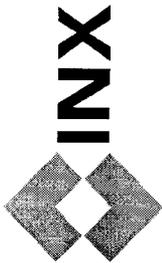
# Interoffice Memo

**Date:** 10/07/2008  
**To:** David Stephens, Director Technology Services  
**Cc:**  
**From:** Chester M. Helt, Infrastructure Manager  
**RE:** Cisco Switch Maintenance

---

We are recommending that the attached Cisco Maintenance be acquired as listed in the attached document from Internetwork Experts. This maintenance is for a one year term and provides us on-site support for our Cisco Equipment should we have any hardware outages.

We are recommending purchasing this maintenance from Internetworking Experts from their State of Texas contract DIR No. SDD-239 for the amount of \$ 215,039.00.



**Go Direct**

Contract Number DIR-SDD-239

INX, Inc.  
1955 Lakeway Drive  
Suite 220  
Lewisville, TX 75057  
CISV# 1-76-051-5249-906

From: Traci Chrisman  
Phone: 469-549-3841  
FAX: 469-549-3871  
[tchrisman@inx.com](mailto:tchrisman@inx.com)

**City of Plano**  
**Pricing Summary Page**  
**Cisco Maintenance Contracts Renewal to October 31, 2009**

SNT	8x5xNBD Hardware Replacement	\$	31,613.71
SNTP	24x7x4 Hardware Replacement	\$	147,956.73
SAS	Software Application Support	\$	3,114.32
SU3	24x7x4 Hardware + SW Security	\$	9,353.60
SAU	Software Application + Upgrades	\$	1,422.68
OSP	24x7x4 On-Site Support	\$	21,578.38
<b>Total:</b>		<b>\$</b>	<b>215,039.42</b>



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>10/27/08</b>		Reviewed by Legal <i>JW</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Parks and Recreation		Initials	Date
Department Head	Don Wendell		<i>DW</i>	10-8-08
Dept Signature:	<i>Don Wendell</i>		<i>JW</i>	10/9/08
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
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				
<b>CAPTION</b>				
Approving the terms and conditions of funding agreements between the City of Plano, Texas, and various arts organizations, which all render services that are beneficial to the public and serve a valid public purpose; authorizing the City Manager or, in his absence, an Executive Director; to execute such agreements with these organizations for provision of support of the arts and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2008-09</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	677,710	0	<b>677,710</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-677,710	0	<b>-677,710</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(s): CONVENTION &amp; TOURISM</b>				
<b>COMMENTS:</b> Funding for this item is included in the approved 2008-09 Budget. The total amount of \$677,710 is funded from hotel/motel tax revenue in the Convention and Tourism Fund.				
<b>STRATEGIC PLAN GOALS:</b> Providing various cultural arts programs to the City of Plano relate to the City's goal of Premier City in Which to Live.				
<b>SUMMARY OF ITEM</b>				
This resolution establishes funding agreements with various arts organizations for a total of \$677,710.00 approved in the FY 2008-09 budget. Funds will be distributed to the organizations on the following schedule: 50% of the funds by November 30, 2008; 25% of funds by February 28, 2009; the remaining 25% of the funds by July 1, 2009. Small Grants (\$1,000 or less) will be distributed in a single payment to the recipient organization by November 30, 2008.				
List of Supporting Documents: Sample funding agreement			Other Departments, Boards, Commissions or Agencies	

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

**A RESOLUTION OF THE CITY OF PLANO, TEXAS APPROVING THE TERMS AND CONDITIONS OF THE FUNDING AGREEMENTS BETWEEN THE CITY OF PLANO, TEXAS, AND VARIOUS ARTS ORGANIZATIONS, WHICH ALL RENDER SERVICES THAT ARE BENEFICIAL TO THE PUBLIC AND SERVE A VALID PUBLIC PURPOSE; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR, TO EXECUTE SUCH AGREEMENTS WITH THESE ORGANIZATIONS FOR PROVISION OF SUPPORT OF THE ARTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council established the Cultural Arts Commission for the purpose of considering funding requests from outside organizations; and

**WHEREAS**, this Commission considered funding requests, conducted extensive review, and made recommendation for funding to the City Council based on established criteria; and

**WHEREAS**, the City Council received such recommendations during budget deliberations, conducted a public hearing on the proposed budget and approved and adopted the 2008-2009 budget; and

**WHEREAS**, pursuant to Ordinance No. 2008-9-15, the City Council has appropriated \$677,710 for such purposes and finds that the services provided by the twenty organizations are beneficial to the public and serve a valid public purpose; and

**WHEREAS**, the City Council desires to enter into Funding Agreements with twenty arts organizations, sample copies are attached hereto by reference as Exhibit "A", which establishes the terms and conditions for funding.

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

**Section I.** The City Council, after reviewing the terms and conditions of the Funding Agreements and the maximum recommended funding amounts for the below named organizations, hereby approves the Agreements and funding amounts, which are proper and in the best interests of the City of Plano.

Support of the Arts:

Argentine Cultural Foundation	\$	1,000.00
ArtCentre of Plano, Inc.	\$	77,503.56
Chamberlain Performing Arts	\$	56,109.68
Dallas Asian American Youth Orchestra (DAAYO)	\$	18,515.77
Dallas Chinese Choral Society, Inc.	\$	1,000.00
Frisco Community Theatre	\$	1,000.00
Men of Note	\$	21,640.89
Orchestra of New Spain	\$	6,524.14
The Plano Art Association	\$	12,185.33

Plano Children's Theatre	\$ 175,902.98
Plano Civic Chorus	\$ 8,014.71
Plano Community Band	\$ 31,829.85
Plano Metropolitan Ballet, Inc.	\$ 7,264.62
Plano Symphony Orchestra	\$ 221,551.61
Quilters Guild of Plano	\$ 4,959.67
Rhythm Junkies Incorporated	\$ 1,000.00
Rover Dramawerks	\$ 12,223.07
Texas Performing Chinese Arts Association, Inc.	\$ 7,680.06
The Texas Voices	\$ 1,000.00
Younger Generation Chorus of Plano	\$ 10,804.06
<b>TOTAL:</b>	<b>\$ 677,710.00</b>

**Section II.** The City Manager, or in his absence the Executive Director is hereby authorized to execute such Agreements on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreements, and to act in behalf of the City with regard to its terms and conditions.

**Section III.** This resolution shall become effective from and after 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

SAMPLE CONTRACT

**FUNDING AGREEMENT BETWEEN CITY OF PLANO  
AND**

\_\_\_\_\_

The **CITY OF PLANO**, a Texas home rule municipal corporation (hereinafter referred to as "City"), and \_\_\_\_\_, a Texas non-profit corporation, acting herein through its duly authorized representative (hereinafter referred to as "Contractor"), enter into this funding agreement for \_\_\_\_\_.

**WHEREAS**, the City Council finds that the expenditure of public funds to \_\_\_\_\_ is in the best interest of the residents and the City of Plano; and

**WHEREAS**, the City Council finds that expending public funds for the purpose stated above is a valid public purpose; and

**WHEREAS**, pursuant to Ordinance No. 2008-9-15, the City Council determined that the City should expend the sum of \_\_\_\_\_ for the purposes outlined in the attachment entitled "Cultural Affairs Commission FY 2008-09 Major Grant Application" (hereinafter referred to as "Application"); and

**WHEREAS**, Contractor has established itself as having the ability to perform such activities.

**NOW, THEREFORE**, for and in consideration of the covenants, obligations, and undertakings of each of the respective parties to the Agreement, the parties hereby agree as follows:

**SECTION I  
PURPOSES/CONSIDERATION; PRIORITY OF DOCUMENTS**

**1.01 Purpose/Consideration.**

This Agreement provides the terms and conditions under which City will make available the sum of \_\_\_\_\_, for use to support the activities outlined in attached Exhibit "A", Contractor's funding application. The City's source of these funds is general revenues derived

9-4

## SAMPLE CONTRACT

from collection of property, sales and other taxes, as well as other sources. Contractor agrees to accept responsibility for guaranteeing City grant funds are used for the items in Exhibit "A".

In consideration of the City of Plano providing the funding specified for the 2008-09 fiscal year, Contractor shall abide by the terms and conditions of this Agreement.

**1.02 Priority of Documents.**

This Agreement consists of: Agreement between City of Plano and Contractor; Application; General Conditions; Affidavit of No Prohibited Interest; Insurance, and Employee Dishonesty Bond when required. The documents are complementary, and what is called for by one shall be binding as if called for by all. In the event of inconsistency in any provisions of the documents, the inconsistency shall be resolved by giving precedence to the documents in the order in which they are listed above.

**SECTION II  
PERMITTED USES OF FUNDS; CONDITIONS OF USE**

**2.01** Contractor shall use any and all funds furnished by City under this Agreement for the purposes outlined in the Application, which is made a part hereof by reference and incorporated as Exhibit "A". In the event that the amount of funds requested and outlined for expenditure in the Application differs from the amount of funds actually awarded by the City, then Contractor shall submit a revised line item budget on a form provided by the City which shall be substituted for the original budget submitted with the Application. The revised line item budget must be submitted within 10 days of the execution of this Agreement and no funds shall be disbursed by the City to Contractor unless and until the revised line item budget is submitted. The revised Line Item Budget of Approved Expenditures shall be signed by two members of Contractor's executive board or, in the alternative, one member of Contractor's executive board and the executive director. The revised line item budget shall be attached hereto and incorporated herein as part of Exhibit "A".

## SAMPLE CONTRACT

1. Subsequent to the initial contract submittal, should the Contractor wish to utilize funds for a purpose other than those stated in Exhibit "A", the Contractor must submit an additional amended Line Item Budget of Approved Expenditures and request approval from the Contractor's Board, Cultural Affairs Commission, and City Manager. No change may occur unless:

- a. Approved by Contractor's Board, as evidenced by the official minutes of the Board authorizing the change;
- b. Approved by the Cultural Affairs Commission, as evidenced by the official minutes of the Commission authorizing the change presented by the Contractor's Board;
- c. Approved by the City Manager, or his designee, after submission of the requested change by the Cultural Affairs Commission.

Contractor cannot expend any funds for a purpose not listed in the funding application until receipt of written approval from the City Manager or his designee.

**2.02** All expenditures of City funds must comply with the Agreement and attachments hereto. Agreement compliance is defined as:

1. At least 90% of expenses budgeted in each category of the Application and funded by City monies must be spent in that category;
2. Contractor must meet all other conditions of this Agreement.

**2.03** Contractor agrees to the general conditions of the grant as set forth in the attachment entitled "General Conditions of Contract" (hereinafter referred to as the "General Conditions"), which is attached hereto and incorporated herein for all purposes as Exhibit "B".

**2.04** Unexpended and unencumbered City funds that remain with the Contractor after September 30, 2009, will revert to the City.

SAMPLE CONTRACT

**SECTION III  
NON-ASSIGNMENT**

**3.01** Contractor may not assign any interest in this Agreement, whether in whole or part, without prior approval of the City Council, as reflected by a duly authorized resolution.

**SECTION IV  
INDEPENDENT CONTRACTOR**

**4.01** The City enters into this Agreement with Contractor for the purposes enumerated in Section I. Contractor asserts and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of the City. Contractor has exclusive control over the details of the activity, and is responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants. The doctrine of respondeat superior does not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants. Further, this agreement does not create a partnership or joint enterprise between City and Contractor.

**SECTION V  
DISBURSEMENT OF FUNDS**

**5.01** The City will disburse funds provided under this Agreement as follows:

1. For grants of \$1,000 or less, 100 % of the funds by November 30, 2008.

For all grants greater than \$1,000:

2. 50% of the funds by November 30, 2008.

3. 25% of the funds by February 28, 2009.

4. The remaining 25% of the funds by July 1, 2009.

**5.02** Expenses incurred after the termination date will not be reimbursed under this Agreement and the City shall assume no liability for same.

**5.03** Failure to comply with the quarterly reporting requirements as outlined in Section 5.07 of this agreement below, including submittal of an executed certificate of compliance, shall

## SAMPLE CONTRACT

result in funds being withheld from disbursement to the Contractor until a properly prepared report is submitted to the City as required.

**5.04** Failure to submit a revised Line Item Budget as required in Section II of this agreement when applicable shall result in funds being withheld from disbursement to the Contractor until it is submitted to the City.

**5.05** Failure to submit an Employee Dishonesty Bond as required in Section VII of this agreement when applicable shall result in funds being withheld from disbursement to the Contractor until it is submitted to the City as required.

**5.06** Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30<sup>th</sup> of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

**5.07 Reporting Requirements.**

Within thirty (30) days of the close of each preceding quarter of the contract term, Contractor agrees to provide financial statements to the Contract Administrator sufficiently describing the expenditure of funds provided by the City to be compared against the Line Item Budget of Approved Expenditures attached in Exhibit "A", as well as a description of program goals achieved and/or progress of same for the preceding quarter. These reports shall contain a Certificate of Compliance with notarized signatures of two members of Contractor's executive board or, in the alternative, one member of Contractor's executive board and the executive

## SAMPLE CONTRACT

director. In the case of grants of \$1,000 or less, the report is due within 30 days of the close of the quarter in which the funds were expended. Reports submitted without required notarized signatures will be rejected and considered incomplete.

At the end of the Contract Term or in the event of earlier termination, Contractor shall provide a final written report of its activities and expenditures to the Contract Administrator.

**SECTION VI****AFFIDAVIT OF NO PROHIBITED INTEREST**

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

**SECTION VII****INSURANCE REQUIREMENTS/INDEMNIFICATION****7.01 Insurance.**

At its own expense, Contractor agrees to maintain during the term of this Agreement, or any extension thereof, insurance in the type and amounts as shown in Exhibit "D". Additionally, this insurance must specifically cover any and all activities occurring on City property, including those activities of Contractor's employees, volunteers, vendors, contractors, or subcontractors. Contractor must provide proof of this insurance to the Contract Administrator within ten (10) days of execution of this Agreement. A properly executed certificate of insurance issued by Contractor's insurance agency is sufficient proof of insurance. Contractor must maintain a current copy of the certificate(s) and provide proof of its current insurance to City throughout the

## SAMPLE CONTRACT

entire term of this Contract. These insurance requirements shall apply only to grants of more than \$1,000.

**7.02 Employee Dishonesty Bond Requirement Applicable to Contractors Receiving Funds of \$75,000.00 or greater**

At its own expense, a Contractor receiving funds in the amount of \$75,000.00 or more agrees to maintain during the term of this Agreement, or any extension thereof, an Employee Dishonesty Bond (EDB) in an amount equal to the total dollar amount awarded to Contractor by the City as defined in the grant agreement. A copy of proof of EDB shall be attached to the funding agreement as an additional attachment to Exhibit "D". Bonds shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poors rating of A or better.

Bonds shall be made payable to the City of Plano and shall be maintained by Contractor throughout the contract period. Contractor must provide proof of this EDB to the Contract Administrator within ten (10) days of execution of this Agreement. A properly executed bond certificate issued by Contractor's insurance agency is sufficient proof of EDB. Contractor must maintain a current copy of the certificate(s) and provide proof of its current EDB to City throughout the entire term of this Contract. Failure to provide proof of the EDB shall result in the City withholding disbursement of funds to the Contractor until proof is provided as required under this Agreement.

**7.03 Indemnification.**

Contractor shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom

## SAMPLE CONTRACT

Contractor is legally responsible (hereinafter "Claims"). Contractor must defend City against all such Claims.

City shall have the right to select or to approve defense counsel retained by Contractor to fulfill its obligation to defend and indemnify the City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not a waiver of Contractor's obligation to defend or indemnify the City pursuant to this Agreement. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor is liable for all costs incurred by City.

**SECTION VIII  
TERM**

**8.01** The term of this Agreement is November 1, 2008 through September 30, 2009. At the expiration of this Agreement, the Contractor shall have the continuing obligation to complete any unfulfilled terms and conditions of this Agreement, including the submission of a final written report to the City and any other requested written documentation verifying Contractor's compliance with the terms of this Agreement.

**SECTION IX  
TERMINATION**

**9.01** Each party shall have the right to an early termination of this Agreement by giving the other party written notice thirty (30) days before the desired early termination date. After a notice of early termination, Contractor may use City funds only for costs incurred before the notice of termination date. Contractor, however, must return to the City the unused balance of any funds disbursed to the Contractor pursuant to this Agreement within ten (10) days of either an early termination or at the end of the Agreement term.

SAMPLE CONTRACT

**9.02** In the event Contractor breaches any of the terms or conditions of this Agreement, whether in whole or part, the City may immediately terminate this Agreement by providing written notice to the Contractor, notwithstanding any other provision. Contractor is solely responsible for funds expended contrary to the terms and conditions of this Agreement, and must return the City funds within ten (10) days of the termination.

SAMPLE CONTRACT

**SECTION X  
MISCELLANEOUS**

**10.01 Entire Agreement.**

This Agreement and its attachments constitute the entire agreement between the parties. The parties may only modify, amend, or supplement this Agreement through a written instrument executed by both parties.

**10.02 Authority**

The undersigned represents and warrants that he or she is the duly authorized representative of the Contractor, and that the Board of Trustees (or equivalent) of the Contractor has approved and accepted this Agreement by Board resolution. Contractor at all times shall maintain a copy of the Board resolution for submission to City upon request.

This Agreement does not become or binding on the City of Plano until both the Contractor and the City Manager or his designee have executed it.

**10.03 Successors and Assigns**

This Contract is binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**10.04 Notice.**

Any Notice, Reports or Documents required to be provided by this Agreement shall be in writing and delivered to the parties as follows:

City – Contract Administrator  
James Wear, Manager  
Creative Arts Division  
City of Plano  
P.O. Box 860358  
Plano, TX 75086-0358  
Telephone: (972) 941-5202  
Facsimile: (972) 941-7221

Contractor  
Contractor Info Here

SAMPLE CONTRACT

**10.05 Paragraph Headings.**

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

**10.06 Interpretation of Contract.**

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

**10.07 Venue.**

The parties agree that the laws of the State of Texas govern this Agreement, and which is performable in Collin County, Texas. In the event of breach of this Agreement, venue for all causes of action shall exclusively lie in Collin County, Texas.

**IN TESTIMONY OF WHICH THE PARTIES HERETO AFFIXED THEIR SIGNATURES ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.**

\_\_\_\_\_

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF PLANO, TEXAS**

BY: \_\_\_\_\_  
Thomas H. Muehlenbeck  
CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

9-14

SAMPLE CONTRACT

**ACKNOWLEDGMENTS**

**STATE OF TEXAS**        )  
  )  
**COUNTY OF \_\_\_\_\_**  )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2008 by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a non-profit corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the  
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 home-rule municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

SAMPLE CONTRACT

EXHIBIT A

**Revised Budget Category Itemization for Approved Expenditures  
City of Plano Cultural Arts Grants FY 2008-2009**

Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Total Approved City of Plano Funding for FY 2008-2009: \_\_\_\_\_

**Budget Category:** **Amount:**

<b>Personnel (Artistic, Cultural, Technical &amp; Administrative Staff</b>	
<b>Contracted Services</b>	
<b>Travel</b>	
<b>Rental Expense</b>	
<b>Advertising and Promotion</b>	
<b>Insurance</b>	
<b>Other Expenses</b>	
<b>TOTAL PROJECTED AUTHORIZED EXPENDITURE OF CITY OF PLANO CULTURAL ARTS FUNDING:</b>	

SAMPLE CONTRACT  
EXHIBIT B**GENERAL CONDITIONS OF AGREEMENT**

The Contractor agrees to the following general conditions:

- (1) The Contractor must provide reports of its activities as described in Section V, *Disbursement of Funds*, Paragraph 5.07, *Reporting Requirement*, of the Funding Agreement and as otherwise required by the Special Conditions of the Agreement on a format acceptable to the City. Disbursements may cease if reports are not submitted.
- (2) All of Contractor's procedures, records, and reports of programs and accounts shall be available for inspection by a duly authorized representative of the City. The materials shall be made available during regular business hours and not later than three (3) business days after request to do so. An independent audit of Contractor's financial records, paid for by Contractor, shall be furnished to the City upon request.
- (3) The Contractor agrees to on-site inspection of its facilities and/or programs by the City.
- (4) Improper use of funds provided by City may result in the termination of the Agreement, forfeiture of any outstanding monies to be provided by City, recovery of previous payments, recovery of bond payments, requirement for Contractor to provide an Employee Dishonesty Bond for future participation and/or disqualification of Contractor from future participation in grant programs offered or sponsored by or through City.
- (5) Programs, activities, employment opportunities, and other participatory events funded totally or partially by the City of Plano must be made available to all people regardless of race, color, religion, sex, age, national origin, disability, familial status, or political affiliation.
- (6) The Contractor and any person or organization it contracts with shall comply with all applicable laws, regulations, ordinances, and codes of the United States of America, the State of Texas, and the City of Plano.
- (7) The Contractor shall comply with all Federal, State and Local conflict of interest laws, statutes, and regulations; these laws shall apply to all parties and beneficiaries under this Agreement as well as to all officers, employees, and agents of City.
- (8) None of the funds, materials, property, or services provided directly under this Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or for publicity, lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Texas, the City Council of the City of Plano, or any other political body.
- (9) The City shall have the right to review any and all of Contractor's agreements and contracts prior to execution by the Contractor. City further has the right to require the modification, addition, or deletion of such terms and conditions in Contractor's agreements or contracts as it deems necessary to protect the City's interests.
- (10) For a non-profit corporation in existence for more than one (1) year at the time of the execution of this Agreement, Contractor agrees to provide a sworn statement attesting to the fact that the status of the Contractor is currently valid as a non-profit corporation. All corporations must be in good standing with the Texas Secretary of State.

SAMPLE CONTRACT  
EXHIBIT C

**AFFIDAVIT OF NO PROHIBITED INTEREST**

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

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

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §  
§

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

## SAMPLE CONTRACT

**EXHIBIT D**

Contractor shall procure and maintain for the duration of the grant agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Contractor, its agents, representatives, employees, volunteers, officers, directors or sub-contractors.

The Contractor shall maintain insurance with limits not less than \$500,000 per occurrence, \$1,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage ("occurrence" form CG 0001). Coverage will include: A) Premises - Operations, B) Broad Form Contractual Liability, C) Broad Form Property Damage and D) Personal Injury.

The policy will be endorsed to contain the following provisions: They City, its officials, employees, volunteers, Boards and Commissions are to be added as "Additional Insureds" in respect to liability arising out of any activities performed by or on behalf of the Contractor. The policy shall contain no special limitations to the scope of coverage afforded to the City. The Contractor's insurance coverage shall be primary and any insurance or self-insurance shall be in excess of the Contractor's insurance and shall not contribute with it. Certificate must include a waiver of subrogation as regards the workers compensation policy.

Insurance shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poors rating of A or better.

The Contractor shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>10/27/08</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Parks and Recreation			Initials
Department Head	Don Wendell	Executive Director	<i>[Signature]</i>	10-20-08
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	10/20/08
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
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				
<b>CAPTION</b>				
Approving the terms and conditions of funding agreements for in-kind city services between the City of Plano and various event organizers; authorizing the City Manager or, in his absence, an Executive Director; to execute such agreements with these organizations and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2008-09</b>	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	17,500	0
Encumbered/Expended Amount		0	0	0
This Item		0	-17,500	-17,500
BALANCE		0	0	0
FUND(S): <b>GENERAL FUND</b>				
<b>COMMENTS:</b> Funding for this item is included in the approved 2008-09 Budget for in-kind services to the North Texas Race for the Cure for \$10,000 and Downtown @ Sundown in the amount of \$7,500.				
<b>STRATEGIC PLAN GOAL:</b> Funding for the Race for the Cure and Downtown @ Sundown relates to the City's Goal of Premier City in Which to Live.				
<b>SUMMARY OF ITEM</b>				
This resolution establishes funding agreements for two special events totaling \$17,500 approved in the FY 2008-09 Budget for in-kind services for the North Texas Race for the Cure in the amount of \$10,000 and Downtown @ Sundown in the amount of \$7,500.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Sample Funding Agreement				

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

**A RESOLUTION OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF FUNDING AGREEMENTS FOR IN-KIND CITY SERVICES BETWEEN THE CITY OF PLANO AND VARIOUS SPECIAL EVENT ORGANIZERS; AUTHORIZING THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; TO EXECUTE SUCH AGREEMENTS WITH THESE ORGANIZATIONS AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council established the Cultural Affairs Commission for the purpose of considering funding requests from community special events; and

**WHEREAS**, this Commission considered funding requests, conducted extensive review, and made recommendation for funding to the City Council based on established criteria; and

**WHEREAS**, the City Council received such recommendations during budget deliberations, conducted a public hearing on the proposed budget and approved and adopted the 2008-2009 budget; and

**WHEREAS**, the City Council has appropriated \$17,500 for such purposes and finds that the services provided by the two special events are beneficial to the public and serve a valid public purpose; and

**WHEREAS**, the City Council desires to enter into Funding Agreements with two special events, a sample copy is attached hereto by reference as Exhibit "A", which establishes the terms and conditions for funding.

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

**Section I.** The City Council, after reviewing the terms and conditions of the Funding Agreement and the recommended funding amounts for the below named special events, hereby approves the Agreement and funding amounts, which are proper and in the best interests of the City of Plano.

**Special Event In-Kind Grants:**

North Texas Race for the Cure	\$ 10,000
Downtown @ Sundown	\$ 7,500

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

Page 2

**Section II.** The City Manager, or in his absence the Executive Director is hereby authorized to execute such Agreements on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreements, and to act in behalf of the City with regard to its terms and conditions.

**Section III.** This resolution shall become effective from and after 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

**AGREEMENT BETWEEN CITY OF PLANO  
AND**

**TO PROVIDE IN-KIND CITY SERVICES**

The **CITY OF PLANO**, a Texas home rule municipal corporation (hereinafter referred to as "City"), and \_\_\_\_\_, a Texas non-profit corporation, acting herein through its duly authorized representative (hereinafter referred to as "Contractor"), enter into this agreement for performance of the \_\_\_\_\_.

**WHEREAS**, the City Council finds that the provision of in-kind services, "City Services," to \_\_\_\_\_, is in the best interest of the residents and the City of Plano; and

**WHEREAS**, the City Council finds that providing City Services for the purpose stated above is a valid public purpose; and

**WHEREAS**, the City Council determined that the City should provide City Services in the nature of public safety, parks and recreation, solid waste collection or others for the purposes outlined in the attachment entitled Special Event \_\_\_\_\_ Sponsorship Grant Application (hereinafter referred to as "Application"); and

**WHEREAS**, Contractor has established itself as having the ability to perform such activities.

**NOW, THEREFORE**, for and in consideration of the covenants, obligations, and undertakings of each of the respective parties to the Agreement, the parties hereby agree as follows:

h-4

**SECTION I  
PURPOSES/CONSIDERATION; PRIORITY OF DOCUMENTS**

**1.01 Purpose/Consideration.**

This Agreement provides the terms and conditions under which City will make available City Services valued at \_\_\_\_\_ (\$\_\_\_\_\_.), to support the \_\_\_\_\_ (event) (date) as provided in Exhibit "C" attached hereto. The City's source of funds to pay for these City Services is general revenues derived from collection of property, sales and other taxes, as well as other sources. The City will notify Contractor if Contractor's request for City Services exceeds amount indicated in Exhibit "C". Any City Services requested by Contractor that exceed the Exhibit "C" amount will be billed back to Contractor by City. Payments for those additional City Services are to be paid in full within 30 days of the invoice date.

In consideration of the City of Plano providing the funding specified for the **2008-09** fiscal year, Contractor shall abide by the terms and conditions of this Agreement.

**1.02 Priority of Documents.**

This Agreement consists of: Agreement between City of Plano and Contractor; Contractor's Application; Special Conditions; General Conditions; Affidavit of No Prohibited Interest; Insurance, and Employee Dishonesty Bond when required. The documents are complementary, and what is called for by one shall be binding as if called for by all. In the event of inconsistency in any provisions of the documents, the inconsistency shall be resolved by giving precedence to the documents in the order in which they are listed above.

**SECTION II  
PERMITTED USES OF FUNDS; CONDITIONS OF USE**

**2.01** Contractor shall perform all activities under this Agreement for the purposes outlined in the Application, which is made a part hereof by reference and incorporated as Exhibit "A".

1. Subsequent to the initial contract submittal, should the Contractor wish to provide activities for a purpose other than those stated in Exhibit "A", the Contractor must submit an a revision and request approval from the Contractor's Board, Cultural Affairs Commission, and City Manager. No change may occur unless:

- a. Approved by Contractor's Board, as evidenced by the official minutes of the Board authorizing the change;
- b. Approved by the City Manager, or his designee, after submission of the requested change by the Cultural Affairs Commission.

Contractor cannot receive City Services for a purpose not listed in the funding application until receipt of written approval from the City Manager or his designee.

**2.02** All City Services must comply with the Agreement and attachments hereto and Contractor must meet all other conditions of this Agreement.

**2.03** Contractor agrees to the general conditions of the grant as set forth in the attachment entitled "General Conditions of Agreement" (hereinafter referred to as the "General Conditions"), which is attached hereto and incorporated herein for all purposes as Exhibit "B".

**SECTION III  
NON-ASSIGNMENT**

**3.01** Contractor may not assign any interest in this Agreement, whether in whole or part, without prior approval of the City Council, as reflected by a duly authorized resolution.

**SECTION IV  
INDEPENDENT CONTRACTOR**

**4.01** The City enters into this Agreement with Contractor for the purposes enumerated in Section I. Contractor asserts and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of the City. Contractor has exclusive control over the details of the activity, and is responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants. The doctrine of respondeat superior does not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants. Further, this agreement does not create a partnership or joint enterprise between City and Contractor.

## **SECTION V**

### **REPORTING REQUIREMENTS**

**5.01** Within sixty (60) days following the event, Contractor agrees to provide a final written report of its activities and City Services received by Contractor as well as a description of program goals achieved and/or progress toward those goals. These reports shall contain a Certificate of Compliance with notarized signatures of two members of Contractor's executive board or, in the alternative, one member of Contractor's executive board and the executive director. Reports submitted without required notarized signatures will be rejected and considered incomplete.

## **SECTION VI**

### **AFFIDAVIT OF NO PROHIBITED INTEREST**

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

**SECTION VII  
INSURANCE REQUIREMENTS/INDEMNIFICATION**

**7.01 Insurance.**

At its own expense, Contractor agrees to maintain during the term of this Agreement, or any extension thereof, insurance in the type and amounts as shown in Exhibit "E". Additionally, this insurance must specifically cover any and all activities occurring on City property, including those activities of Contractor's employees, volunteers, vendors, contractors, or subcontractors. Contractor must provide proof of this insurance to the Contract Administrator no less than 120 days prior to the event. A properly executed Certificate of Insurance issued by Contractor's insurance agency is sufficient proof of insurance. Contractor must maintain a current copy of the certificate(s) and provide proof of its current insurance to City throughout the entire term of this Contract.

**7.02 Indemnification.**

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

City shall have the right to select or to approve defense counsel retained by Contractor to fulfill its obligation to defend and indemnify the City, unless such right is expressly waived by

City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not a waiver of Contractor's obligation to defend or indemnify the City pursuant to this Agreement. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor is liable for all costs incurred by City.

### **SECTION VIII TERM**

**8.01** The term of this Agreement is \_\_\_\_\_, 2008, through \_\_\_\_\_, 2009. At the expiration of this Agreement, the Contractor shall have the continuing obligation to complete any unfulfilled terms and conditions of this Agreement, including the submission of a final written report to the City and any other requested written documentation verifying Contractor's compliance with the terms of this Agreement.

### **SECTION IX TERMINATION**

**9.01** Each party shall have the right to an early termination of this Agreement by giving the other party written notice thirty (30) days before the desired early termination date.

**9.02** In the event Contractor breaches any of the terms or conditions of this Agreement, whether in whole or part, the City may immediately terminate this Agreement by providing written notice to the Contractor, notwithstanding any other provision.

### **SECTION X MISCELLANEOUS**

**10.01** Entire Agreement.

This Agreement and its attachments constitute the entire agreement between the parties. The parties may only modify, amend, or supplement this Agreement through a written instrument executed by both parties.

**10.02 Authority**

The undersigned represents and warrants that he or she is the duly authorized representative of the Contractor, and that the Board of Trustees (or equivalent) of the Contractor has approved and accepted this Agreement by Board resolution. Contractor at all times shall maintain a copy of the Board resolution for submission to City upon request.

This Agreement does not become or binding on the City of Plano until both the Contractor and the City Manager or his designee have executed it.

**10.03 Successors and Assigns**

This Contract is binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**10.04 Notice.**

Any Notice, Reports or Documents required to be provided by this Agreement shall be in writing and delivered to the parties as follows:

City – Contract Administrator  
 Dana Conklin  
 Community Resources Manager  
 City of Plano  
 P O Box 860358  
 Plano, TX 75086-0358  
 972-941-7250  
 972-941-7118 (fax)

Contractor

**10.05 Paragraph Headings.**

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

**10.06 Interpretation of Contract.**

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

**10.07 Venue.**

The parties agree that the laws of the State of Texas govern this Agreement, and which is performable in Collin County, Texas. In the event of breach of this Agreement, venue for all causes of action shall exclusively lie in Collin County, Texas.

**IN TESTIMONY OF WHICH THE PARTIES HERETO AFFIXED THEIR SIGNATURES ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.**

\_\_\_\_\_

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF PLANO, TEXAS**

BY: \_\_\_\_\_  
Thomas H. Muehlenbeck  
CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**ACKNOWLEDGMENTS**

**STATE OF TEXAS**        )  
  )  
**COUNTY OF** \_\_\_\_\_)

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of  
\_\_\_\_\_, a non-profit corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the  
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 in and for the  
State of Texas

**EXHIBIT "A"**

**CONTRACTOR'S APPLICATION**

This exhibit represents only the Budget portion of the application.

The remainder of the application is attached hereto by reference and is on file in the Parks and Recreation Department and may be viewed by contacting that office during normal business hours.

**EXHIBIT "B"****GENERAL CONDITIONS OF AGREEMENT**

The Contractor agrees to the following general conditions:

- (1) The Contractor must provide reports of its activities as described in Section V, *Disbursement of Funds*, Paragraph 5.07, *Reporting Requirement*, of the Funding Agreement and as otherwise required by the Special Conditions of the Agreement on a format acceptable to the City. Disbursements may cease if reports are not submitted.
- (2) All of Contractor's procedures, records, and reports of programs and accounts shall be available for inspection by a duly authorized representative of the City. The materials shall be made available during regular business hours and not later than three (3) business days after request to do so. An independent audit of Contractor's financial records, paid for by Contractor, shall be furnished to the City upon request.
- (3) The Contractor agrees to on-site inspection of its facilities and/or programs by the City.
- (4) Improper use of funds provided by City may result in the termination of the Agreement, forfeiture of any outstanding monies to be provided by City, recovery of previous payments, recovery of bond payments, requirement for Contractor to provide an Employee Dishonesty Bond for future participation and/or disqualification of Contractor from future participation in grant programs offered or sponsored by or through City.
- (5) Programs, activities, employment opportunities, and other participatory events funded totally or partially by the City of Plano must be made available to all people regardless of race, color, religion, sex, age, national origin, disability, familial status, or political affiliation.
- (6) The Contractor and any person or organization it contracts with shall comply with all applicable laws, regulations, ordinances, and codes of the United States of America, the State of Texas, and the City of Plano.
- (7) The Contractor shall comply with all Federal, State and Local conflict of interest laws, statutes, and regulations; these laws shall apply to all parties and beneficiaries under this Agreement as well as to all officers, employees, and agents of City.
- (8) None of the funds, materials, property, or services provided directly under this Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or for publicity, lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Texas, the City Council of the City of Plano, or any other political body.
- (9) The City shall have the right to review any and all of Contractor's agreements and contracts prior to execution by the Contractor. City further has the right to require the modification, addition, or deletion of such terms and conditions in Contractor's agreements or contracts as it deems necessary to protect the City's interests.

- (10) For a non-profit corporation in existence for more than one (1) year at the time of the execution of this Agreement, Contractor agrees to provide a sworn statement attesting to the fact that the status of the Contractor is currently valid as a non-profit corporation. All corporations must be in good standing with the Texas Secretary of State.

**EXHIBIT "C"**

**SPECIAL CONDITIONS**

The Contractor agrees to the following special conditions:

Public safety for the event will be provided by the Plano Police personnel under the direction of the Plano Police Chief or the Police Chief's designee.

Expenses for City services, i.e., Police, Parks and Recreation, Fire, and Public Works Departments will be appropriated by the City in the amounts listed on the chart below. These expenses shall be considered a part of the grant by the City.

Police	\$
<b>TOTAL</b>	<b>\$</b>

The event shall not be charged by City departments for planning or administrative time performed during regular business hours.

The Contractor must show evidence of all incurred expenses for funds received under this Agreement.

Any surplus of City contributed funds following payment of all qualified expenses shall be remitted to the City of Plano.

Settlement of all qualified expenses and return of surplus funds to the City of Plano shall occur no later than sixty (60) days after the event end date.

The event shall be considered an officially sponsored event of the City of Plano, and as such follow and be subject to all regulations and guidelines of other City of Plano events.

Public Service booth space will be provided by the event to the City of Plano and its departments at no charge subject to space availability.

The event shall require all vendors to comply with applicable laws and regulations and publicly display all appropriate health, fire, sales tax, or other permits.

The event shall provide adequate handicapped parking or transportation.

The event will be responsible for application and completion of the Special Event Permit as proscribed by ordinance.

**EXHIBIT "D"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

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

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

\_\_\_\_\_  
Name of Contractor

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_

§

COUNTY OF \_\_\_\_\_

§

§

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

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

**EXHIBIT "E"****INSURANCE**

Contractor shall procure and maintain for the duration of the grant agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Contractor, its agents, representatives, employees, volunteers, officers, directors or sub-contractors.

The Contractor shall maintain insurance with limits not less than \$500,000 per occurrence, \$1,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage ("occurrence" form CG 0001). Coverage will include: A) Premises - Operations, B) Broad Form Contractual Liability, C) Broad Form Property Damage and D) Personal Injury.

The policy will be endorsed to contain the following provisions: They City, its officials, employees, volunteers, Boards and Commissions are to be added as "Additional Insureds" in respect to liability arising out of any activities performed by or on behalf of the Contractor. The policy shall contain no special limitations to the scope of coverage afforded to the City. The Contractor's insurance coverage shall be primary and any insurance or self-insurance shall be in excess of the Contractor's insurance and shall not contribute with it. Certificate must include a waiver of subrogation as regards the workers compensation policy.

Insurance shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poors rating of A or better.

The Contractor shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>10/27/08</b>		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>	10-20-08	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	10/20/08	
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>					

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

**CAPTION**

Approving the terms and conditions of funding agreements between the City of Plano, Texas, and various special event organizers; authorizing the City Manager or, in his absence, an Executive Director, to execute such agreements with these organizations and providing an effective date.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>2008-09</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	244,906	0	<b>244,906</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-234,570	0	<b>-234,570</b>
BALANCE	0	10,336	0	<b>10,336</b>

**FUND(S):**    **GENERAL FUND; CONVENTION & TOURISM FUND**

**COMMENTS:** Funding for this item in the amount of \$234,570 is included in the approved 2008-09 Budget leaving a balance of \$10,336. This amount includes \$150,896 from the Convention & Tourism Fund for the Plano Balloon Festival and \$83,674 from the General Fund for various special events held throughout the City.

**STRATEGIC PLAN GOAL:** Funding for various community Special Events relates to the City's goal of Premier City in Which to Live.

**SUMMARY OF ITEM**

This resolution establishes funding agreements for seven special events totaling \$234,570 which were approved in the FY 2008-09 budget. Funds will be distributed to each event separately and no earlier than 120 days prior to the event. The special events are:

Asia Fest	\$ 14,257
Plano Balloon Festival	\$150,896
Plano International Festival	\$ 28,000
North Texas Soap Box Derby	\$ 9,961
July 4 <sup>th</sup> Parade	\$ 10,400
Plano Christmas Parade	\$ 10,400



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

Fiesta LatinoAmericana	\$ 10,656
Total	\$234,570

List of Supporting Documents:  
Sample funding agreement

Other Departments, Boards, Commissions or Agencies

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

**A RESOLUTION OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF FUNDING AGREEMENTS BETWEEN THE CITY OF PLANO, TEXAS, AND VARIOUS SPECIAL EVENT ORGANIZERS; AUTHORIZING THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; TO EXECUTE SUCH AGREEMENTS WITH THESE ORGANIZATIONS AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council established the Cultural Affairs Commission for the purpose of considering funding requests from community special events; and

**WHEREAS**, this Commission considered funding requests, conducted extensive review, and made recommendation for funding to the City Council based on established criteria; and

**WHEREAS**, the City Council received such recommendations during budget deliberations, conducted a public hearing on the proposed budget and approved and adopted the 2008-2009 budget; and

**WHEREAS**, the City Council has appropriated \$234,570 for such purposes and finds that the services provided by the seven special events are beneficial to the public and serve a valid public purpose; and

**WHEREAS**, the City Council desires to enter into Funding Agreements with seven special events, a sample copy is attached hereto by reference as Exhibit "A", which establishes the terms and conditions for funding.

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

**Section I.** The City Council, after reviewing the terms and conditions of the Funding Agreement and the recommended funding amounts for the below named special events, hereby approves the Agreement and funding amounts, which are proper and in the best interests of the City of Plano.

**Special Event Grants:**

AsiaFest	\$ 14,257
Plano Balloon Festival	\$150,896
Plano International Festival	\$ 28,000
North Texas Soap Box Derby	\$ 9,961
July 4 <sup>th</sup> Parade	\$ 10,400
Plano Christmas Parade	\$ 10,400
Fiesta LatinoAmericana	\$ 10,656
<b>TOTAL:</b>	<b>\$234,570</b>

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

Page 2

**Section II.** The City Manager, or in his absence the Executive Director is hereby authorized to execute such Agreements on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreements, and to act in behalf of the City with regard to its terms and conditions.

**Section III.** This resolution shall become effective from and after 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

**FUNDING AGREEMENT BETWEEN CITY OF PLANO  
AND**

\_\_\_\_\_

The **CITY OF PLANO**, a Texas home rule municipal corporation (hereinafter referred to as "City"), and \_\_\_\_\_, a Texas non-profit corporation, acting herein through its duly authorized representative (hereinafter referred to as "Contractor"), enter into this funding agreement for performance of the \_\_\_\_\_ (event).

**WHEREAS**, the City Council finds that the expenditure of public funds to \_\_\_\_\_, is in the best interest of the residents and the City of Plano; and

**WHEREAS**, the City Council finds that expending public funds for the purpose stated above is a valid public purpose; and

**WHEREAS**, the City Council determined that the City should expend the sum of \_\_\_\_\_ (\$\_\_\_\_\_.\_\_) for the purposes outlined in the attachment entitled Special Event \_\_\_\_\_ Sponsorship Grant Application (hereinafter referred to as "Application"); and

**WHEREAS**, Contractor has established itself as having the ability to perform such activities.

**NOW, THEREFORE**, for and in consideration of the covenants, obligations, and undertakings of each of the respective parties to the Agreement, the parties hereby agree as follows:

**SECTION I  
PURPOSES/CONSIDERATION; PRIORITY OF DOCUMENTS**

**1.01 Purpose/Consideration.**

This Agreement provides the terms and conditions under which City will make available the sum of \_\_\_\_\_ (\$\_\_\_\_\_.\_\_), to support the (event) (date). The

City's source of these funds is \_\_\_\_\_ revenues. Contractor agrees to accept responsibility for guaranteeing City grant funds are used for the items in Exhibit "A".

City further agrees to make available City Services as provided in Exhibit "C" in an amount not to exceed \_\_\_\_\_ (\$\_\_\_\_\_. ) to assist with the event \_\_\_\_\_ (date). The City will notify Contractor if Contractor's request for City Services exceeds amount indicated in Exhibit "C". Any City Services requested by Contractor that exceed the Exhibit "C" amount will be billed back to Contractor by City. Payments for those additional City Services are to be paid in full within 30 days of the invoice date.

In consideration of the City of Plano providing the funding specified for the **2008-09** fiscal year, Contractor shall abide by the terms and conditions of this Agreement.

**1.02 Priority of Documents.**

This Agreement consists of: Agreement between City of Plano and Contractor; Contractor's Application; Special Conditions; General Conditions; Affidavit of No Prohibited Interest; Insurance, and Employee Dishonesty Bond when required. The documents are complementary, and what is called for by one shall be binding as if called for by all. In the event of inconsistency in any provisions of the documents, the inconsistency shall be resolved by giving precedence to the documents in the order in which they are listed above.

**SECTION II  
PERMITTED USES OF FUNDS; CONDITIONS OF USE**

**2.01** Contractor shall use any and all funds furnished by City under this Agreement for the purposes outlined in the Application, which is made a part hereof by reference and incorporated as Exhibit "A". In the event that the amount of funds requested and outlined for expenditure in the Application differs from the amount of funds actually awarded by the City, then Contractor shall submit a Revised Line Item Budget on a form provided by the City which

shall be substituted for the original budget submitted with the Application. The Revised Line Item Budget must be submitted no less than 150 days prior to the event date and no funds shall be disbursed by the City to Contractor unless and until the Revised Line Item Budget is submitted. The Revised Line Item Budget of Approved Expenditures shall be signed by two members of Contractor's executive board or, in the alternative, one member of Contractor's executive board and the executive director. The Revised Line Item Budget shall be attached hereto and incorporated herein as part of Exhibit "A".

1. Subsequent to the initial contract submittal, should the Contractor wish to utilize funds for a purpose other than those stated in Exhibit "A", the Contractor must submit an additional Revised Line Item Budget of Approved Expenditures and request approval from the Contractor's Board, and City Manager. No change may occur unless:

- a. Approved by Contractor's Board, as evidenced by the official minutes of the Board authorizing the change;
- b. Approved by the City Manager, or his designee, after submission of the requested change.

Contractor cannot expend any funds for a purpose not listed in the funding application until receipt of written approval from the City Manager or his designee.

**2.02** All expenditures of City funds must comply with the Agreement and attachments hereto. Agreement compliance is defined as:

1. At least 90% of expenses budgeted in each category of the Application and funded by City monies must be spent in that category;
2. Contractor must meet all other conditions of this Agreement.

**2.03** Contractor agrees to the general conditions of the grant as set forth in the attachment entitled "General Conditions of Agreement" (hereinafter referred to as the "General Conditions"), which is attached hereto and incorporated herein for all purposes as Exhibit "B".

**2.04** Unexpended and unencumbered City funds that remain with the Contractor sixty (60) days after the last day of the event will revert to the City.

**SECTION III  
NON-ASSIGNMENT**

**3.01** Contractor may not assign any interest in this Agreement, whether in whole or part, without prior approval of the City Council, as reflected by a duly authorized resolution.

**SECTION IV  
INDEPENDENT CONTRACTOR**

**4.01** The City enters into this Agreement with Contractor for the purposes enumerated in Section I. Contractor asserts and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of the City. Contractor has exclusive control over the details of the activity, and is responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants. The doctrine of respondeat superior does not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants. Further, this agreement does not create a partnership or joint enterprise between City and Contractor.

**SECTION V  
DISBURSEMENT OF FUNDS**

**5.01** The City will disburse funds provided under this Agreement as follows:  
\_\_\_\_\_ (\$\_\_\_\_\_.\_\_) shall be disbursed, lump sum, to \_\_\_\_\_ upon execution of the Agreement, approval of any Revised Line Item Budget of Approved Expenditures, and proof of insurance acceptable to the City Risk Manager as required by this Agreement. This disbursement will occur no more than one hundred twenty (120) days prior to the event start date.

**5.02** Expenses incurred after the termination date will not be reimbursed under this Agreement and the City shall assume no liability for same.

**5.03** Failure to submit a Revised Line Item Budget as required in Section II of this agreement when applicable shall result in funds being withheld from disbursement to the Contractor until it is submitted to the City.

**5.04** [APPLICABLE ONLY TO CASH GRANTS OF \$75,000 OR MORE] Failure to submit an Employee Dishonesty Bond as required in Section VII of this agreement when applicable shall result in funds being withheld from disbursement to the Contractor until it is submitted to the City as required.

**5.05** Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30<sup>th</sup> of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

**5.06 Reporting Requirements.**

Within sixty (60) days following the event, Contractor agrees to provide a final written report of its activities and expenditures along with associated financial statements to the Contract Administrator sufficiently describing the expenditure of funds provided by the City to be compared against the Application attached in Exhibit "A", as well as a description of program goals achieved and/or progress toward those goals. These reports shall contain a Certificate of Compliance with notarized signatures of two members of Contractor's executive board or, in the alternative, one member of Contractor's executive board and the executive director. Reports submitted without required notarized signatures will be rejected and considered incomplete.

**SECTION VI  
AFFIDAVIT OF NO PROHIBITED INTEREST**

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

**SECTION VII  
INSURANCE REQUIREMENTS/INDEMNIFICATION**

**7.01 Insurance.**

At its own expense, Contractor agrees to maintain during the term of this Agreement, or any extension thereof, insurance in the type and amounts as shown in Exhibit "E". Additionally, this insurance must specifically cover any and all activities occurring on City property, including those activities of Contractor's employees, volunteers, vendors, contractors, or subcontractors. Contractor must provide proof of this insurance to the Contract Administrator no less than 120 days prior to the event. A properly executed Certificate of Insurance issued by Contractor's insurance agency is sufficient proof of insurance. Contractor must maintain a current copy of the certificate(s) and provide proof of its current insurance to City throughout the entire term of this Contract.

**7.02 Employee Dishonesty Bond Requirement Applicable to Contractors Receiving Cash Funds of \$75,000.00 or greater**

At its own expense, a Contractor receiving cash funds in the amount of \$75,000.00 or more agrees to maintain during the term of this Agreement, or any extension thereof, an Employee Dishonesty Bond (EDB) in an amount equal to the total dollar amount awarded to Contractor by the City as defined in the grant agreement. A copy of proof of EDB shall be attached to the funding agreement as an additional attachment to Exhibit "E". Bonds shall be

placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poors rating of A or better.

Bonds shall be made payable to the City of Plano and shall be maintained by Contractor throughout the contract period. Contractor must provide proof of this EDB to the Contract Administrator within ten (10) days of execution of this Agreement. A properly executed bond certificate issued by Contractor's insurance agency is sufficient proof of EDB. Contractor must maintain a current copy of the certificate(s) and provide proof of its current EDB to City throughout the entire term of this Contract. Failure to provide proof of the EDB shall result in the City withholding disbursement of funds to the Contractor until proof is provided as required under this Agreement.

**7.03 Indemnification.**

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

City shall have the right to select or to approve defense counsel retained by Contractor to fulfill its obligation to defend and indemnify the City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not a waiver of Contractor's obligation to defend or indemnify the City pursuant to this Agreement. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Contractor fails to retain Counsel

within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor is liable for all costs incurred by City.

### SECTION VIII TERM

**8.01** The term of this Agreement is \_\_\_\_\_, 2008, through \_\_\_\_\_, 2009. At the expiration of this Agreement, the Contractor shall have the continuing obligation to complete any unfulfilled terms and conditions of this Agreement, including the submission of a final written report to the City and any other requested written documentation verifying Contractor's compliance with the terms of this Agreement.

### SECTION IX TERMINATION

**9.01** Each party shall have the right to an early termination of this Agreement by giving the other party written notice thirty (30) days before the desired early termination date. After a notice of early termination, Contractor may use City funds only for costs incurred before the notice of termination date. Contractor, however, must return to the City the unused balance of any funds disbursed to the Contractor pursuant to this Agreement within ten (10) days of either an early termination or at the end of the Agreement term.

**9.02** In the event Contractor breaches any of the terms or conditions of this Agreement, whether in whole or part, the City may immediately terminate this Agreement by providing written notice to the Contractor, notwithstanding any other provision. Contractor is solely responsible for funds expended contrary to the terms and conditions of this Agreement, and must return to the City all funds provided pursuant to this agreement within ten (10) days of the termination.

**SECTION X  
MISCELLANEOUS**

**10.01 Entire Agreement.**

This Agreement and its attachments constitute the entire agreement between the parties. The parties may only modify, amend, or supplement this Agreement through a written instrument executed by both parties.

**10.02 Authority**

The undersigned represents and warrants that he or she is the duly authorized representative of the Contractor, and that the Board of Trustees (or equivalent) of the Contractor has approved and accepted this Agreement by Board resolution. Contractor at all times shall maintain a copy of the Board resolution for submission to City upon request.

This Agreement does not become or binding on the City of Plano until both the Contractor and the City Manager or his designee have executed it.

**10.03 Successors and Assigns**

This Contract is binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**10.04 Notice.**

Any Notice, Reports or Documents required to be provided by this Agreement shall be in writing and delivered to the parties as follows:

City – Contract Administrator  
Dana Conklin  
Community Resources Manager  
City of Plano  
P O Box 860358  
Plano, TX 75086-0358  
972-941-7250  
972-941-7118 (fax)

Contractor

**10.05 Paragraph Headings.**

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

**10.06 Interpretation of Contract.**

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

**10.07 Venue.**

The parties agree that the laws of the State of Texas govern this Agreement, and which is performable in Collin County, Texas. In the event of breach of this Agreement, venue for all causes of action shall exclusively lie in Collin County, Texas.

**IN TESTIMONY OF WHICH THE PARTIES HERETO AFFIXED THEIR SIGNATURES ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.**

\_\_\_\_\_

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF PLANO, TEXAS**

BY: \_\_\_\_\_  
Thomas H. Muehlenbeck  
CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**ACKNOWLEDGMENTS**

**STATE OF TEXAS**            )  
  )  
**COUNTY OF** \_\_\_\_\_)

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2008 by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a non-profit corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the  
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 home-rule municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

**EXHIBIT "A"**

**CONTRACTOR'S APPLICATION**

This exhibit represents only the Budget portion of the application.

The remainder of the application is attached hereto by reference and is on file in the Parks and Recreation Department and may be viewed by contacting that office during normal business hours

**EXHIBIT "B"****GENERAL CONDITIONS OF AGREEMENT**

The Contractor agrees to the following general conditions:

- (1) The Contractor must provide reports of its activities as described in Section V, *Disbursement of Funds*, Paragraph 5.07, *Reporting Requirement*, of the Funding Agreement and as otherwise required by the Special Conditions of the Agreement on a format acceptable to the City. Disbursements may cease if reports are not submitted.
- (2) All of Contractor's procedures, records, and reports of programs and accounts shall be available for inspection by a duly authorized representative of the City. The materials shall be made available during regular business hours and not later than three (3) business days after request to do so. An independent audit of Contractor's financial records, paid for by Contractor, shall be furnished to the City upon request.
- (3) The Contractor agrees to on-site inspection of its facilities and/or programs by the City.
- (4) Improper use of funds provided by City may result in the termination of the Agreement, forfeiture of any outstanding monies to be provided by City, recovery of previous payments, recovery of bond payments, requirement for Contractor to provide an Employee Dishonesty Bond for future participation and/or disqualification of Contractor from future participation in grant programs offered or sponsored by or through City.
- (5) Programs, activities, employment opportunities, and other participatory events funded totally or partially by the City of Plano must be made available to all people regardless of race, color, religion, sex, age, national origin, disability, familial status, or political affiliation.
- (6) The Contractor and any person or organization it contracts with shall comply with all applicable laws, regulations, ordinances, and codes of the United States of America, the State of Texas, and the City of Plano.
- (7) The Contractor shall comply with all Federal, State and Local conflict of interest laws, statutes, and regulations; these laws shall apply to all parties and beneficiaries under this Agreement as well as to all officers, employees, and agents of City.
- (8) None of the funds, materials, property, or services provided directly under this Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or for publicity, lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Texas, the City Council of the City of Plano, or any other political body.

- (9) The City shall have the right to review any and all of Contractor's agreements and contracts prior to execution by the Contractor. City further has the right to require the modification, addition, or deletion of such terms and conditions in Contractor's agreements or contracts as it deems necessary to protect the City's interests.
- (10) For a non-profit corporation in existence for more than one (1) year at the time of the execution of this Agreement, Contractor agrees to provide a sworn statement attesting to the fact that the status of the Contractor is currently valid as a non-profit corporation. All corporations must be in good standing with the Texas Secretary of State.

**EXHIBIT "C"**

**SPECIAL CONDITIONS**

The Contractor agrees to the following special conditions:

Public safety for the event will be provided by the Plano Police personnel under the direction of the Plano Police Chief or the Police Chief's designee.

Expenses for City services, i.e., Police, Parks and Recreation, Fire, and Public Works Departments will be appropriated by the City in the amounts listed on the chart below. These expenses shall be considered a part of the grant by the City.

Police	\$
Parks	\$
Fire	\$
Environmental Waste	\$
Public Safety Communications	\$
Plano Centre Rental	\$
Telecommunications	\$
Traffic/Signals	\$
Golf Carts	\$
Oak Point Park Rental	\$
<b>TOTAL</b>	<b>\$</b>

The event shall not be charged by City departments for planning or administrative time performed during regular business hours.

The Contractor must show evidence of all incurred expenses for funds received under this Agreement.

Any surplus of City contributed funds following payment of all qualified expenses shall be remitted to the City of Plano.

Settlement of all qualified expenses and return of surplus funds to the City of Plano shall occur no later than sixty (60) days after the event end date.

The event shall be considered an officially sponsored event of the City of Plano, and as such follow and be subject to all regulations and guidelines of other City of Plano events.

The event shall reserve one (1) voting seat on its Board of Directors or planning committee for an official representative of the City of Plano, designated by the City Manager.

Public Service booth space will be provided by the event to the City of Plano and its departments at no charge subject to space availability.

The event shall require all vendors to comply with applicable laws and regulations and publicly display all appropriate health, fire, sales tax, or other permits.

The event shall provide adequate handicapped parking or transportation.

The event will be responsible for application and completion of the Special Event Permit as proscribed by ordinance.



**EXHIBIT "E"****INSURANCE**

Contractor shall procure and maintain for the duration of the grant agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Contractor, its agents, representatives, employees, volunteers, officers, directors or sub-contractors.

The Contractor shall maintain insurance with limits not less than \$500,000 per occurrence, \$1,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage ("occurrence" form CG 0001). Coverage will include: A) Premises - Operations, B) Broad Form Contractual Liability, C) Broad Form Property Damage and D) Personal Injury.

The policy will be endorsed to contain the following provisions: They City, its officials, employees, volunteers, Boards and Commissions are to be added as "Additional Insureds" in respect to liability arising out of any activities performed by or on behalf of the Contractor. The policy shall contain no special limitations to the scope of coverage afforded to the City. The Contractor's insurance coverage shall be primary and any insurance or self-insurance shall be in excess of the Contractor's insurance and shall not contribute with it. Certificate must include a waiver of subrogation as regards the workers compensation policy.

Insurance shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poors rating of A or better.

The Contractor shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>10/27/08</b>	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Customer and Utility Services	Initials	Date	
Department Head	Mark Israelson	Executive Director	<i>[Signature]</i>	<i>10-27-08</i>
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>[Signature]</i>
Agenda Coordinator (include phone #): <b>Nancy Rodriguez X7510</b>				
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				
<b>CAPTION</b>				
A RESOLUTION OF THE CITY OF PLANO, TEXAS FINDING THAT ONCOR ELECTRIC COMPANY'S REQUESTED INCREASES TO ITS ELECTRIC TRANSMISSION AND DISTRIBUTION RATES AND CHARGES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL, AND PROVIDING AN EFFECTIVE DATE.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
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:				
<b>SUMMARY OF ITEM</b>				
The resolution denies the Company's requested rate increase and requires that the Company's current rates be maintained for all customers within the City.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memo to City Council				

# MEMORANDUM

**TO:** Plano City Council

**THRU:** Thomas H. Muehlenbeck, City Manager 

**FROM:** Mark Israelson, Customer and Utility Services Director 

**DATE:** October 27, 2008

**RE:** Resolution to Deny Rate Increase

## PURPOSE

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about June 27, 2008 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by \$275 million. (Until last year, Oncor was known as TXU Electric Delivery Company.) The Company asks the City to approve a 17.6% increase in residential rates, a 9.1% increase in commercial rates, and a 5.8% increase in street lighting rates. According to Oncor, annual rates would increase by approximately \$60 for an average residential customer. Oncor's request has been assigned Public Utility Commission Docket No. 35717.

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

## DISCUSSION

The City, pursuant to § 33.001 of the Public Utility Regulatory Act, has exclusive original jurisdiction over the electric rates charged by the Company. In accordance with that authority, the City lawfully suspended the August 8<sup>th</sup> effective date for 90 days to review the Company's requested rate increase.

The City's review of Oncor's rate increase request is coordinated by the Oncor Cities Steering Committee ("Steering Committee"). The City is a member of the 145-city Steering Committee. The Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 20 years.

To conduct the review and any necessary litigation of Oncor's requested rate increase, the Executive Committee of the Steering Committee retained lawyers and consultants with expertise in regulatory rate making issues. Legal efforts are being directed by Geoffrey Gay, Kristen Doyle and Thomas Brocato with the law firm of Lloyd Gosselink Rochelle & Townsend.

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

The major components underlying Oncor's requested \$275 million increase include an increase for depreciation expense (\$131 million), a substantial increase to the Company's storm reserve (\$81 million) and additional costs for pension and post retirement benefits (\$36 million). Based upon the analysis of the Company's filing and review of discovery responses, the Steering Committee's consultants have determined that the Company's increase cannot be substantiated by evidence. In particular, Steering Committee experts have identified problems with the evidence offered by the Company supporting its requested rate of return, cash working capital, depreciation expense, consolidated taxes, federal income taxes, storm damage reserve and pension and post retirement benefits. The preliminary analysis indicates that Cities will likely be proposing cumulative reductions to the Company's requested rate increase in excess of \$200 million. In addition, Cities' experts will file testimony regarding the rate design and cost allocation proposals made by Oncor.

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

**Explanation of "Be It Resolved" Paragraphs:**

Section I. This section finds that the new rates proposed by the Company to be unreasonable and denies Oncor's request to increase rates.

Section II. This section requires Oncor to continue to charge its existing transmission and distribution rates to customers within the City.

Section III. The Company will reimburse the Steering Committee for its reasonable rate case expenses. Legal counsel and consultants approved by the Executive Committee of the Steering Committee will submit monthly invoices that will be forwarded to Oncor for reimbursement. No individual city incurs liability for payment of rate case expenses by taking action to deny the Company's rate increase.

Section IV. This section recites that the resolution was passed at a meeting that was open to the public and that the consideration of the resolution was properly noticed.

Section V. This section provides that both Oncor and Steering Committee counsel will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

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

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

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

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

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

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

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

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

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

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

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

**SECTION II.** That the Company shall continue to charge its existing rates for transmission and distribution services to customers within the City.

**SECTION III.** That the City's reasonable rate case expenses shall be reimbursed by Oncor.

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

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

**SECTION VI.** This resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, ON THIS THE \_\_\_\_\_ DAY OF OCTOBER, 2008.**

\_\_\_\_\_  
PAT EVANS, MAYOR

**ATTEST:**

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Diane Wetherbee, CITY ATTORNEY



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>10/27/08</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Public Safety Communications			Date
Department Head	Ronald Timmons	Executive Director	<i>[Signature]</i> 10.20.08 <i>[Signature]</i> 10/20/08	
Dept Signature:	<i>Ronald P. Timmons</i>	City Manager		
Agenda Coordinator (include phone #): <b>Trang Tran x7930</b>				
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				
<b>CAPTION</b>				
A resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal cooperation agreement by and between the City of Plano and the City of Murphy for the use of the Allen/Frisco/Plano Trunked Radio System by the City of Murphy; authorizing its execution by the City Manager or, in his absence, an Executive Director; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2008/2009</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	10,895	0
BALANCE		0	10,895	0
<b>FUND(S): INTERGOVERNMENTAL RADIO FUND (017.237)</b>				
<b>COMMENTS:</b> Approval of this item will result in \$16,343 of revenue for the Interlocal Radio System Access Fund. Plano's share is \$10,895. Both Allen and Frisco will receive \$2,724 each.				
<b>STRATEGIC PLAN GOAL:</b> Interlocal agreements for the use of the 800 MHz Trunked Radio Communications System relate to the City's Goal of "Service Excellence".				
<b>SUMMARY OF ITEM</b>				
Staff requests Council approval of an agreement between the Cities of Allen, Frisco, Plano and the City of Murphy whereby the City of Murphy would be permitted use of the 800 MHz Trunked Radio Communications System that is jointly owned by the Cities of Allen, Frisco and Plano.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Agreement "Exhibit A"				



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

A large, empty rectangular box with a black border, intended for the agenda item content.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND THE CITY OF MURPHY, TEXAS FOR THE CITY OF MURPHY'S USE OF THE TRUNKED RADIO SYSTEM OWNED BY THE CITIES OF ALLEN, FRISCO, AND PLANO; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Council has before it the proposed Interlocal Cooperation Agreement by and between the Cities of Allen, Frisco, and Plano, Texas, and the City of Murphy attached hereto as Exhibit "A", providing terms and conditions for the use of the Cities of Allen, Frisco, and Plano's trunked radio system by the City of Murphy; and

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

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

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

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

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

**Section III.** This Resolution shall become effective the first day of October 2008.

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

Page 2

**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

K-4

**AGREEMENT BETWEEN THE CITIES OF ALLEN, FRISCO, PLANO AND THE CITY OF MURPHY FOR THE USE OF THE ALLEN, FRISCO, AND PLANO 800 MHz TRUNKED RADIO COMMUNICATIONS SYSTEM**

The **CITIES OF PLANO, TEXAS, ALLEN, TEXAS, AND FRISCO, TEXAS**, all municipal corporations, (hereinafter referred to as "Cities") and the **CITY OF MURPHY**, a home-rule corporation, (hereinafter referred to as "Murphy"), agree as follows:

**WHEREAS**, the Cities and Murphy are political subdivisions within the State of Texas, each of which engages in the provision of governmental services for the benefit of their citizens; and

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

**WHEREAS**, the cities of Allen, Frisco, and Plano jointly own, operate, and maintain an 800 MHz trunked communications system exclusive of the radios owned individually by each city (hereinafter referred to as "System") for the purpose of providing radio communications in support of its governmental operations; and

**WHEREAS**, Murphy wishes to use certain portions of the System for its governmental operations; and

**WHEREAS**, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting parties; and

**WHEREAS**, Murphy and the Cities have current funds available to satisfy any fees and costs required pursuant to this Agreement.

**NOW, THEREFORE**, the Cities and Murphy, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

**I. TERM**

The term of this Agreement is for a period of one (1) year, beginning on the 1<sup>st</sup> day of October 2008, and ending on the 30<sup>th</sup> day of September 2009, with an optional one (1) year automatic renewal, unless terminated earlier by either party in accordance with the terms of this Agreement. Unless terminated by either Plano or Murphy, as set forth hereafter, this agreement shall automatically renew yearly without further action until its automatic termination on the 30<sup>th</sup> day of September, 2010.

**II. OBLIGATIONS OF MURPHY**

2.01 Murphy shall use the System in accordance with this Agreement to provide integration of communications by Murphy between its users on the System for governmental operations.

2.02 When using the System, Murphy shall abide by all applicable federal and state laws and regulations, including any regulations of the Allen, Frisco, and Plano Radio System. When Murphy uses the System for interoperability with Talkgroups other than those provided for by this Agreement, Murphy will also abide by the user rules of those Talkgroups.

2.03 Murphy must provide a written request to the System Manager to activate radios on the System. Such request must include the model and serial number of the radio, the name of the user, and identifying Talkgroups required in the radio.

2.04 Murphy is responsible for furnishing all its radios, which are compatible with the 800 MHz SmartNet Trunking system, and for the maintenance of the same.

**III. OBLIGATIONS OF CITIES**

3.01 The Cities will lease to Murphy eight (8) Talkgroups, which are a primary level of communication for users on the System (hereinafter referred to as "Talkgroup"), comparable to a channel on a conventional radio system, for the exclusive use of Murphy. Talkgroups will be established for Murphy by Plano.

3.02 The Plano System Manager will not activate radios on Murphy Talkgroups nor make changes to Murphy radios without first receiving authorization from the designated representative of Murphy, unless in the opinion of Plano, such action is necessary to eliminate harmful interference.

3.03 Plano is also responsible for:

- (1) Coordinating Talkgroups into announcement groups;
- (2) Grouping of Talkgroups to allow transmitting and receiving on all associated Talkgroups (Announcement group) as required by Murphy;
- (3) The operation, maintenance, and control of the System.

**IV. FEES**

The fees assessed against Murphy and due annually for services and use of the System are as follows:

(1)	* Lease radio airtime (per radio, per month)	\$ 8.56
(2)	Lease Talkgroup (per Talkgroup, per month)	\$62.97
(3)	Contract services (per month)	\$96.30

\* Includes Two Announcement Groups

None of the charges listed above include the cost of maintenance of mobiles, portables, or control stations/points.

The Cities may increase these fees at the beginning of each renewal period by an amount not to exceed seven percent (7%) of the previous year's fees. The Cities will provide 120 days notice to Murphy before increasing the fees.

K-6

### Total Fees for Annual Service

The Cities will calculate the annual fee due based upon eighty-nine (89) current radio units in service and eight (8) Talkgroups. This amount is subject to change when Murphy adds or deletes the number of radios and/or Talkgroups in service. Murphy must notify Allen, Frisco, and Plano in writing of any addition or deletion of radios and/or Talkgroups.

### V. PAYMENT DUE

Murphy agrees to pay the Cities the annual fees specified under Article IV. within thirty (30) days of the receipt of the invoice. Should Murphy add radios or Talkgroups to the service within a term, Murphy agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of this Agreement shall be made only from current revenues legally available to each respective party.

### VI. TERMINATION

- 6.01 Termination of this Agreement may occur by any of the following:
- (1) Either party may terminate this Agreement at any time by giving ninety (90) days advance written notice. Murphy shall pay for all fees incurred through the effective date of termination.
  - (2) If the Cities permanently discontinue the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice.
  - (3) In the event of any default of any term, either party may forfeit this Agreement at its discretion if the default is not cured within ten (10) days of written notice.

### VII. RELEASE AND HOLD HARMLESS

Each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement. In the event that a claim is filed, each party is responsible for its proportionate share of liability.

### VIII. IMMUNITY

In the execution of this Agreement, none of the parties waive, nor shall be deemed hereby to have waived, its sovereign immunity or any legal or equitable defense to any form of liability. The parties by entering into this Agreement do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

### IX. ASSIGNMENT

Murphy agrees to retain control and to give full attention to the fulfillment of this Agreement; Murphy cannot assign or sublet this Agreement without the prior written consent of a

majority of the Cities. Further, Murphy cannot sublet any part or feature of the work to anyone objectionable to the Cities. Murphy also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve Murphy from its full obligations to the Cities as provided by this Agreement.

**X. ENTIRE AGREEMENT**

This Agreement represents the entire and integrated agreement between the Cities and Murphy, and supersedes all prior negotiations, representations and/or agreements, either written or oral. The parties may amend this Agreement only by written instrument signed by Murphy and the Cities, except that execution of an amendment for assignment or subletting only requires the signature of a majority of the Cities.

**XI. NOTICES**

Unless notified otherwise in writing, all notices are required to be given to either party in writing and delivered in person or send via certified mail to the other party at the following respective addresses:

Murphy Representative:

Plano Representative:

City Manager  
City of Murphy  
205 N. Murphy Road  
Murphy, Texas 75094  
972-424-6021

Director, Public Safety Communications  
City of Plano  
P.O. Box 860358  
Plano, Texas 75086-0358  
972-941-7931

Allen Representative:

Frisco Representative:

Police Chief  
City of Allen  
305 W. McDermott  
Allen, Texas 75013

Police Chief  
City of Frisco  
8750 McKinney Road  
Frisco, Texas 75034

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

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. Cities have executed this Agreement pursuant to duly authorized action of the City Council of Plano on \_\_\_\_\_, 200\_\_, the City of Allen on \_\_\_\_\_, 200\_\_, and the City of Frisco on \_\_\_\_\_, 200\_\_. Murphy has executed this Agreement pursuant to duly authorized City Council Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, 200\_\_.

**XIII. SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or

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

**XIV. VENUE**

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

**XV. INTERPRETATION OF AGREEMENT**

Although this Agreement is drafted by the Cities, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

**XVI. REMEDIES**

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

**XVII. SUCCESSORS AND ASSIGNS**

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all parties.

EXECUTED on the dates indicated below:

**CITY OF MURPHY, TEXAS**

BY: \_\_\_\_\_  
\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_, City Attorney

**CITY OF PLANO, TEXAS**

BY: \_\_\_\_\_  
Thomas H. Muehlenbeck  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, City Attorney

**CITY OF ALLEN, TEXAS**

BY: \_\_\_\_\_  
Peter H. Vargas, City Manager

APPROVED AS TO FORM:

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

**CITY OF FRISCO, TEXAS**

BY: \_\_\_\_\_  
George A. Purefoy, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Rebecca H. Brewer, City Attorney





## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>			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: <b>10/27/08</b>			Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	FIRE		Initials	Date	
Department Head	Hugo Esparza, Fire Chief		Executive Director		
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	10/20/08
Agenda Coordinator (include phone #): <b>Frank Snidow, x7318</b>					
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					
<b>CAPTION</b>					
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, REPEALING RESOLUTION NO. 2008-9-25R AND CREATING A FIRE DEPARTMENT FEE SCHEDULE FOR FIRE INSPECTIONS, FIRE PLAN REVIEWS, AND HAZARDOUS OCCUPANCIES PERMITS; AND PROVIDING A REPEALER CAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>08/09</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
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): <b>GENERAL FUND</b>					
COMMENTS: This item will correct a math/typing error for plan review fees. This has no impact on estimated revenue.					
STRATEGIC PLAN GOAL: The periodic review and changing of the Fire Department Fire Code Fee Schedule relates to the City's Goal of "Premiere City for Families" and "Service Excellence."					
<b>SUMMARY OF ITEM</b>					
Mathematical correction to the Fire Code Fee Schedule for fire plan reviews.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution					

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, REPEALING RESOLUTION NO. 2008-9-25R AND CREATING A FIRE DEPARTMENT FEE SCHEDULE FOR FIRE INSPECTIONS, FIRE PLAN REVIEWS, AND HAZARDOUS OCCUPANCIES PERMITS; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

**WHEREAS**, the City Council recognizes the importance of providing effective and efficient administration of services and programs of the City of Plano, which contribute to the health, safety, and general welfare of the citizenry; and

**WHEREAS**, to provide for the continuance of needed City services and programs, the City Council is of the opinion that a Fire Department Fee Schedule (Fee Schedule) should be adopted to cover increased costs of administering and providing City services and programs to the users of such, and the City Council has been presented a proposed Fee Schedule, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

**WHEREAS**, upon full review and consideration of the Fee Schedule, the City Council is of the opinion that a Fee Schedule should be adopted and approved and that a copy of the Fee Schedule should be on file with and made available to the public at the Fire Department.

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

**Section I.** The Fire Department Fee Schedule attached hereto as Exhibit "A," having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, is hereby adopted and approved.

**Section II.** The amended Fee Schedule shall be on file with and made available to the public at the Fire Department.

**Section III.** Any fees established by previous resolution which are in conflict with the provisions of this Resolution are hereby repealed, and all other provisions of the Resolutions of the City of Plano not in conflict with the provisions of this Resolution shall remain in full force and effect.

**Section IV.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph, or section of this Ordinance, or any other portions even though it had known the affected parts would be held unconstitutional or invalid.

**Section V.** 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 Wetherbee, CITY ATTORNEY

FEE DESCRIPTION	FEE AMOUNT
<b>Existing Occupancy Inspections</b>	
Initial Inspection	\$ 0.00
First Reinspection	\$ 0.00
Second Reinspection:	
Up to 2,999 square feet	\$ 35.00
3,000 up to 11,999 square feet	\$ 75.00
12,000 square feet or more	\$100.00
Additional Reinspections	\$100.00

<b>Annual Permits Required for Existing Occupancies</b>	
Aerosol Products – Manufactured, Storage, Retail Display of Level 2 & 3 > 500 lb.	\$100.00
Combustible Fibers – Storage or Handling in Excess of 100 cu. ft.	\$100.00
Compressed Gases (>2,000 cu. ft. Flammable; 6,000 cu. ft. Non-flammable)	\$100.00
Cryogenic Fluids	\$100.00
Dry Cleaning Plants with Flammable/Combustible Solvents	\$100.00
Flammable and Combustible Liquids – Storage, Use and Handling (Greater than 25 gallons Indoors or 60 gallons Outdoors)	\$100.00
Flammable Finishes Applied	\$100.00
Hazardous Chemicals – Storage, Dispensing, Handling in Excess of the Exempt Amounts Listed in the 2006 International Fire Code	\$100.00
High-piled Combustible Stock Storage in Buildings Exceeding 2,500 square feet	\$100.00
Liquefied Petroleum Gas (LP Gas) – Aggregate 120 gallons Water Capacity or More	\$100.00
Oxidizers and Organic Peroxides – Storage, Dispensing, Handling	\$100.00
Refrigeration (Mechanical) – Unit/System Containing > 20 lbs. Refrigerant (Exception: Air Conditioning Units or Systems)	\$100.00
Repair Garages	\$100.00
In-home Daycare (Annual Fee)	\$ 50.00
<b>MULTI-USE Permit – Any Combination of Permits – Not to Exceed</b>	<b>\$250.00</b>
<b>FAILURE TO OBTAIN A PERMIT</b>	<b>2 x Fee</b>

**Contractor Registration (Annual Fee)**

All Contractors Installing, Repairing, or Inspecting Fire Protection Systems, or any System or Operation Regulated by the International Fire Code	\$100.00
---	----------

**Fire Plan Check Fee**

1-100,000 square feet - \$.035 Per square foot of Building Area (minimum \$60.00)	\$.035 per sq. ft. \$60.00 (min.)
100,001–300,000 square feet - \$3500 for 1 <sup>st</sup> 100,000; \$.017 for each additional square foot.	
300,001 + square feet - \$6,900 for the first 300,000 + \$0.01 for each additional square foot.	
Fire Protection System Work (when the Fire Protection Contractor is the only Contractor working on site).	½ Plan Check Fee (minimum \$100.00)
Restamp, Lost Plans, or Addendum to Project	\$30.00 per hour

**New Construction Reinspection Fees: (Must be Paid before Scheduling & Building Inspection Final Inspections)**

First Reinspection Fee	\$ 75.00
Second Reinspection Fee	\$100.00
Third Reinspection Fee	\$100.00
Additional Reinspections	\$125.00

**Miscellaneous**

Environmental Site Assessment (per site)	\$ 75.00 per hour
Fireworks (Outdoor)	\$300.00
Flammable and Combustible Liquid Storage Tank (New Installation)	\$250.00 each tank
LP Gas Storage Tank (New Installation)	\$250.00 each tank
Tank or Fuel Line Repair (LP Gas or Flammable/Combustible Liquids)	\$200.00 per site
Pyrotechnics-Theatrical Effects	\$100.00 per event or \$500.00 per year
<b>AFTER-HOURS INSPECTIONS: MINIMUM CHARGE OF TWO (2) HOURS</b>	<b>\$ 75.00 per hour</b>



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>10/27/08</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Human Resources		Initials	Date
Department Head	LaShon Ross		Executive Director	
Dept Signature:	<i>LaShon Ross</i>		City Manager	<i>[Signature]</i> 10/25/08
Agenda Coordinator (include phone #): <b>Darcy Collins, #5155</b>				
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				
<b>CAPTION</b>				
An ordinance of the City of Plano, Texas repealing Ordinance No. 2008-9-31; establishing the number of certain classifications within the Police and Fire Departments for Fiscal Year 2008-09; establishing the authorized number and effective dates of such positions for each classification effective October 1, 2008; establishing a new salary plan for the Police and Fire Departments effective October 27, 2008; and providing a repealer clause, a severability clause and an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	0	0	0	0
FUND(S):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
REQUESTING APPROVAL OF 2008-2009 CIVIL SERVICE COMPENSATION AND CLASSIFICATION PLAN.				
List of Supporting Documents: 10-3-2008 Hugo Esparza Memo Attachments A and B		Other Departments, Boards, Commissions or Agencies		



# **MEMORANDUM**

***From the Office of the Fire Chief***

**Date:** October 3, 2008  
**To:** Bruce Glasscock  
**From:** Hugo Esparza, Fire Chief  
**Subject:** Compensation Recommendation

---

During a recent compensation review, it was noted that a Fire Rescue Specialist/Medic at the top of the medic range makes more money than a Fire Apparatus Operator/EMT when both work their normal schedule. This situation occurs when the FRS/Medic reaches the top medic pay step and although the FRS only makes about \$500 more per year, it still sets up a situation where a ranking employee is making less money than an employee at a lower rank or classification.

To correct this situation, a recommendation has been made to increase the FAO base pay by \$1000. This figure is based on the following due to the fact that there is already a 5% difference in the FRS and FAO pay grades:

1. The sum is at the minimum range of what would be considered a reasonable difference between classifications/ranks.
2. It eliminates the scenario of an individual promoting and taking a pay cut.
3. It does not create a major financial impact on the city.
4. It does not cause a "ripple effect" that would impact or cause similar issues with the other classifications or ranks.

The \$1000 increase would change the FAO base pay from 72,832 to 73,832 and the total impact would be \$51,000 based on the 51 FAO's we presently have in the Fire Department. I would appreciate the opportunity to discuss this issue if needed. Please let me know if you have any questions.

**HRE**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF PLANO, TEXAS REPEALING ORDINANCE NO. 2008-9-31; ESTABLISHING THE NUMBER OF CERTAIN CLASSIFICATIONS WITHIN THE POLICE AND FIRE DEPARTMENTS FOR FISCAL YEAR 2008-09; ESTABLISHING THE AUTHORIZED NUMBER AND EFFECTIVE DATES OF SUCH POSITIONS FOR EACH CLASSIFICATION EFFECTIVE OCTOBER 1, 2008; ESTABLISHING A NEW SALARY PLAN FOR THE POLICE AND FIRE DEPARTMENTS EFFECTIVE OCTOBER 27, 2008; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.**

**WHEREAS**, on September 22, 2008 by Ordinance No. 2008-9-31; the City Council of the City of Plano, Texas, established classification and salaries for each of the sworn personnel positions within the Police and Fire Departments of the City of Plano; and

**WHEREAS**, the City Council has since reviewed the salaries for sworn personnel within the rank of Fire Apparatus Operator of the City of Plano and is of the opinion that such salary should be increased effective October 27, 2008 as reflected on Exhibit "A" attached hereto; and

**WHEREAS**, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended, the City Council desires to adopt the specified number of positions effective October 1, 2008, and the classification and salary plan for the sworn personnel of the Police and Fire Departments of the City of Plano, Texas as set forth in attached Exhibits "A" and "B" with such salary plan effective October 27, 2008.

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

**Section I.** Ordinance No. 2008-9-31 duly passed and approved by the City Council of the City of Plano, Texas on September 22, 2008 is repealed in its entirety effective October 27, 2008.

**Section II.** The number of positions in the City of Plano Police and Fire Departments effective October 1, 2008 and the classification and salary plan of the City of Plano Police and Fire Departments for City of Plano fiscal year 2008-09, effective October 27, 2008, all as set out on attached Exhibit "A" and Exhibit "B", are hereby approved, adopted, and established.

**Section III.** Any and all advancements from one service plateau to the next, within the salary structure set out in Exhibit "A" and Exhibit "B", are hereby approved, adopted, and established, and shall thereafter be permitted at the start of the first payroll period following completion of the required number of continuous service months.

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

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

**Section VI.** Upon passage, this Ordinance shall become effective October 27, 2008.

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

m-4

**CITY OF PLANO  
2009-2009 CIVIL SERVICE  
COMPENSATION PLAN  
Effective 10-27-2008**

RANGE	POSITION	# Positions Effective	BASE				
			STEP:	1	2	3	4
001	Fire Rescue Specialist**	10/01/08 - 195	Monthly:	4680	5010	5519	
			Annual:	56,161	60,118	66,228	
			Hourly:	19,2862	20,6451	22,7431	
002	Fire Apparatus Operator**	10/01/08 - 51	Monthly:	6153			
			Annual:	73,832			
			Hourly:	25,3544			
003	Lieutenant**	10/01/08 - 21	Monthly:	6838			
			Annual:	82,056			
			Hourly:	28,1787			
004	Captain**	10/01/08 - 42	Monthly:	7660			
			Annual:	91,922			
			Hourly:	31,5667			
005	Battalion Chief*	10/01/08 - 9	Monthly:	8708	9447		
			Annual:	104,493	113,366		
			Hourly:	50,2372	54,5027		
006	Assistant Fire Chief*	10/01/08 - 4	Monthly:	10,376			
			Annual:	124,515			
			Hourly:	59,8629			

\* Hourly rate based on 2080 hours annually

\*\* Hourly rate based on 2912 hours annually

m-5

CITY OF PLANO  
 2008-2009 CIVIL SERVICE  
 COMPENSATION PLAN  
 Effective 10/01/08

POLICE

RANGE	POSITION	# POSITIONS Effective	BASE							
			1	2	3	4	5	6	7	
001	Police Officer	10/01/08 - 290	Step:	4719	4878	5039	5262	5435	5620	5906
			Monthly:	56,631	58,540	60,470	63,140	65,218	67,445	70,869
			Annual:	27,2265	28,1442	29,0721	30,3559	31,3548	32,4256	34,0714
002	Sergeant	10/01/08 - 38	Step:	6704		6962				
			Monthly:	80,449		83,541				
			Annual:	38,6773		40,1640				
003	Lieutenant	10/01/08 - 13	Step:	7484		7933				
			Monthly:	89,810		95,193				
			Annual:	43,1778		45,7659				
004	Captain	10/01/08 - 4	Step:	8528		9039				
			Monthly:	102,334		108,468				
			Annual:	49,1990		52,1480				
005	Asst. Police Chief	10/01/08 - 1	Step:	9716		10,051				
			Monthly:	116,598		120,607				
			Annual:	56,0565		59,7235				

Recruit:  
 01A  
 Monthly: 4373  
 Annual: 52,474  
 Hourly: 25,2278

2



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>10/27/2008</b>	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Police Department	Initials	Date	
Department Head	Gregory W. Rushin	Executive Director	12/30/08	
Dept Signature:	<i>Gregory W. Rushin</i>	City Manager	10/20/08	
Agenda Coordinator (include phone #): <b>Pam Haines, ext 2538</b>				
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				
<b>CAPTION</b>				
<b>AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING SECTION 18-6(I) OF CHAPTER 18 SOLID WASTE OF THE CODE OF ORDINANCES OF THE CITY OF PLANO REGARDING WHO MAY REMOVE, COLLECT OR TRANSFER SOLID WASTE MATERIALS THAT HAVE BEEN PLACED IN OR ADJACENT TO A RESIDENTIAL SOLID WASTE CONTAINER; PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.</b>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
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:				
<b>SUMMARY OF ITEM</b>				
Revisions to this ordinance will expand the category of persons authorized to remove, collect or transfer solid waste materials that have been placed in or adjacent to a residential solid waste container.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Ordinance, Memo				



P.O. Box 860358  
Plano, Texas 75086-0358  
972-941-7000  
Fax 972-424-0099  
<http://www.ci.plano.tx.us>

## **MEMORANDUM**

**DATE:** October 2, 2008  
**TO:** Gregory W. Rushin, Chief of Police  
**FROM:** Jeff Bray, Legal Advisor  
**SUBJECT:** MEMO JUSTIFYING CHANGE TO ORDINANCE 18-6(I)  
**RESIDENTIAL SOLID WASTE CONTAINER**

Plano Ordinance 18-6(I) – Residential Solid Waste Container, currently reads:

- (I) No person other than the residential customer, non-franchisee commercial customer, environmental waste services division employee, or an authorized solid waste contractor may remove, collect or transfer solid waste materials that have been placed in or adjacent to a residential solid waste container in the City of Plano. Each violation of this provision shall constitute a separate and distinct offense punishable as provided in section 18-3 of this chapter.

This ordinance language has caused problems in criminal cases where police or other law enforcement agents perform a lawful search of abandoned trash set out for collection. While it was clearly not the intent of the Council to pass a law prohibiting legal law enforcement activity, and therefore the current ordinance does no such thing, it would be helpful to clarify the issue by specifically exempting “city, state or federal employee, agent or official performing duties within the scope of their employment;” from the application of the ordinance.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING SECTION 18-6(I) OF CHAPTER 18 SOLID WASTE OF THE CODE OF ORDINANCES OF THE CITY OF PLANO REGARDING WHO MAY REMOVE, COLLECT OR TRANSFER SOLID WASTE MATERIALS THAT HAVE BEEN PLACED IN OR ADJACENT TO A RESIDENTIAL SOLID WASTE CONTAINER; PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 18-6(l) of Chapter 18 of the Code of Ordinances of the City of Plano, Texas, prohibits the removal of solid waste placed in a residential solid waste container by any person other than the residential customer and certain other persons enumerated in the section; and

**WHEREAS**, the City Council deems it necessary to amend Section 18-6(l) of the Code of Ordinances to expand the category of persons authorized to remove, collect or transfer solid waste materials that have been placed in or adjacent to a residential solid waste container.

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

**Section I.** Section 18-6(l) of Chapter 18 Solid Waste of the Code of Ordinances of the City of Plano is hereby amended to read in its entirety as follows:

“(l) No person other than the residential customer, non-franchisee commercial customer, environmental waste services division employee, city, state or federal employee, agent or official performing duties within the scope of their employment, or an authorized solid waste contactor may remove, collect or transfer solid waste materials that have been placed in or adjacent to a residential solid waste container in the city of Plano. Each violation of this provision shall constitute a separate and distinct offense punishable as provided in section 18-3 of this chapter.”

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

**Section III.** The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying or

altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provision of any Ordinances at the time of passage of this Ordinance.

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

**Section V.** 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 C. Wetherbee, CITY ATTORNEY

n-4



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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: <b>10/27/08</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Finance		Initials	Date
Department Head	Denise Tacke		Executive Director	
Dept Signature:		City Manager	<i>[Signature]</i> 10/15/08	
Agenda Coordinator (include phone #): <b>Katherine Crumbley x-7479</b>				

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

**CAPTION**

RESOLUTION APPROVING THE FINANCING BY THE NORTH CENTRAL TEXAS HEALTH FACILITIES DEVELOPMENT CORPORATION OF HEALTH FACILITIES LOCATED WITHIN THE CITY OF PLANO, TEXAS FOR CHILDREN'S MEDICAL CENTER OF DALLAS

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>2009-2010</b>	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
<b>BALANCE</b>	0	0	0	0

FUND(S):

COMMENTS:

**SUMMARY OF ITEM**

To empower North Central Texas Health Facilities Development Corporation to issue revenue bonds on behalf of Dallas County, Texas.

List of Supporting Documents:  
Resolution

Other Departments, Boards, Commissions or Agencies

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

**RESOLUTION APPROVING THE FINANCING BY THE NORTH CENTRAL TEXAS HEALTH FACILITIES DEVELOPMENT CORPORATION OF HEALTH FACILITIES LOCATED WITHIN THE CITY OF PLANO, TEXAS FOR CHILDREN'S MEDICAL CENTER OF DALLAS**

**WHEREAS**, the Health Facilities Development Act, Chapter 221, Texas Health and Safety Code (the "Act"), authorizes and empowers North Central Texas Health Facilities Development Corporation (the "Issuer") to issue revenue bonds on behalf of Dallas County, Texas (the "Issuing Unit") to finance and refinance the costs of health facilities found by the Board of Directors of the Issuer to be required, necessary or convenient for health care, research and education, any one or more, within the State of Texas and in furtherance of the public purposes of the Act; and

**WHEREAS**, Section 221.030 of the Act provides that the Issuer may provide for the financing or refinancing certain hospital and related health facilities located outside the limits of the Issuing Unit with the consent of each city, county or hospital district within which such health facility is or is to be located; and

**WHEREAS**, Children's Medical Center of Dallas (the "Obligor"), a Texas nonprofit corporation, proposes to obtain financing and refinancing from the Issuer from the proceeds of the Issuer's bonds in a maximum principal amount of \$250,000,000 (the "Bonds") issued pursuant to the Act for the costs of certain health facilities; to wit: certain hospital and related health care facilities located at 7601 Preston Road in Plano, Texas (the "Project"); and

**WHEREAS**, the Project will be located within the City of Plano, Texas (the "City") and outside the limits of the Issuing Unit; and

**WHEREAS**, a public hearing was held with respect to the Bonds and the Project on October 10, 2008;

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

**Section 1.** The City hereby consents to the financing by the Issuer of the Project for the purposes of Section 221.030 of the Act and approves the Bonds and the Project for the purposes of Section 147(f) of the Internal Revenue Code of 1986; provided that the City shall have no liability in connection with the financing of the Project and shall not be required to take any further action with respect thereto.

**Section 2.** This Resolution shall take effect immediately from and after its adoption and it is accordingly so ordered.

**DULY PASSED AND APPROVED** this the \_\_\_\_\_ day of October, 2008.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Weatherbee, CITY ATTORNEY



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	<b>10/27/08</b>	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Finance		Initials	Date
Department Head	Denise Tacke <i>DT</i>	Executive Director	<i>[Signature]</i>	<i>10/16/08</i>
Dept Signature:		City Manager		
Agenda Coordinator (include phone #): <b>Katherine Crumbley - x-7479</b>				
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 checked="" type="checkbox"/> OTHER <i>PUBLIC HEARING</i>				
<b>CAPTION</b>				
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AUTHORIZING THE CITY OF PLANO TO PARTICIPATE IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE ("ACT"); PROVIDING POSSIBLE TAX INCENTIVES, DESIGNATING A LIAISON FOR COMMUNICATION WITH THE INTERESTED PARTIES; NOMINATING CONNECTICUT GENERAL LIFE INSURANCE COMPANY TO THE OFFICE OF THE GOVERNOR, ECONOMIC DEVELOPMENT AND TOURISM ("OOGEDT") THROUGH THE ECONOMIC DEVELOPMENT BANK ("BANK") AS AN ENTERPRISE PROJECT ("PROJECT"); AND PROVIDING AN EFFECTIVE DATE.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2009-2010</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
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:				
<b>SUMMARY OF ITEM</b>				
To create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in the City of Plano.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Ordinance and Exhibit A				

## NOTICE OF PUBLIC HEARING

The Plano City Council will conduct a public hearing on **Monday, October 27, 2008 at 7:00 p.m.** in the **City Council Chambers in Plano Municipal Center, located at 1520 Avenue K, Plano, Texas 75074** to consider comments concerning the adoption of an ordinance to participate in the Texas Enterprise Zone Program, and to consider and nominate Connecticut General Life Insurance Company, located at 1640 Dallas Parkway, Plano, Texas 75093, to the Office of the Governor Economic Development and Tourism as a Texas Enterprise Project. Possible tax incentives to be offered to projects within the City of Plano will be discussed at the hearing. All interested parties are encouraged to attend and present their views. For additional information, please contact Mr. Thomas H. Muehlenbeck, City Manager, at (972) 941-7121.

This public notice was posted on the bulletin board of the City of Plano, in the Plano Municipal Center at located at 1520 Avenue K, Plano, Texas 75074 at \_\_\_\_\_ a.m., October \_\_\_\_, 2008.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AUTHORIZING THE CITY OF PLANO TO PARTICIPATE IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE (“ACT”); PROVIDING POSSIBLE TAX INCENTIVES, DESIGNATING A LIAISON FOR COMMUNICATION WITH THE INTERESTED PARTIES; NOMINATING CONNECTICUT GENERAL LIFE INSURANCE COMPANY TO THE OFFICE OF THE GOVERNOR, ECONOMIC DEVELOPMENT AND TOURISM (“OOGEDT”) THROUGH THE ECONOMIC DEVELOPMENT BANK (“BANK”) AS AN ENTERPRISE PROJECT (“PROJECT”); AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Plano, Texas (the “City”) desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of the City; and

**WHEREAS**, the Project is not located in an area designated as an enterprise zone; and

**WHEREAS**, pursuant to Chapter 2303, Subchapter F of the Act, **Connecticut General Life Insurance Company** has applied to the City for designation as an Enterprise Project; and

**WHEREAS**, the City finds that **Connecticut General Life Insurance Company** could meet the criteria for tax relief and other incentives adopted by the City on the grounds that it is located at a qualified business site, will create a higher level of employment, economic activity and stability; and

**WHEREAS**, a public hearing to consider this ordinance was held by the City Council of the City of Plano, Texas on October 27, 2008.

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

**SECTION I.** The City nominates **Connecticut General Life Insurance Company** for Enterprise Project status.

**SECTION II.** The local incentives identified and summarized briefly in the attached **Exhibit A**, at the election of the governing body, are or may be made available to the nominated Project or activity of a qualified business.

**SECTION III.** The City of Plano City Council directs and designates the City Manager or his designee as the City’s liaison to communicate with the OOGEDT through the Bank and Enterprise Project(s) and to communicate with qualified businesses and other entities affected by an Enterprise Project.

**SECTION IV.** The City finds that **Connecticut General Life Insurance Company** meets the following criteria for designation as an Enterprise Project under Chapter 2303, Subchapter F of the Act on the following grounds:

(a.) **Connecticut General Life Insurance Company** is a “qualified business” under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body’s jurisdiction, located outside of an enterprise zone and has committed that at least thirty-five percent (35%) of the business’ new employees will be residents of an enterprise zone or economically disadvantaged individuals; and

(b.) There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities in the area; and

(c.) The designation of **Connecticut General Life Insurance Company** as an Enterprise Project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

**SECTION V.** The Enterprise Project shall take effect on March 1, 2009 and terminate on March 1, 2014.

**DULY PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

\_\_\_\_\_  
Pat Evans  
MAYOR

**ATTEST:**

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Diane C. Wetherbee, City Attorney

## Exhibit A

	Name of Incentive	Description of Incentive	Availability
1	Local Sales and Use Tax Refunds	The City may allow sales and use tax refunds.	On Case By Case Basis
2	Tax Abatement	Property tax abatement.	On Case By Case Basis
3	Freeport Exemption	Property tax exemption for Freeport property.	Citywide
4	Zoning Changes/Variances	The City may make zoning changes to expedite the development process.	On Case By Case Basis
5	Building Code Exemptions	The City may provide certain building code exemptions to expedite the development process.	On Case By Case Basis
6	Impact/ Inspection Fee Exemptions	The City may exempt impact/ inspection fees.	On Case By Case Basis
7	Streamlined Permitting	The City may streamline permitting procedures to promote economic activity.	Citywide
8	Improved Fire and Police Protection	Safety and protection of City residents.	Citywide
9	Community Crime Prevention Programs	Cafeteria COPS, Neighborhood Watch Programs, National Night Out, and Operation ID	Citywide
10	Capital Improvements In Water and Sewer Facilities	The City may provide resources for a capital improvement plan related to water and sewer service.	On Case By Case Basis
11	Road Repair	The City is responsible for maintaining and repairing public streets and alleys inside City limits.	Citywide
12	Creation or Improvement of Parks	Parks and Recreation Development develops and maintains parks and promote healthy lifestyle for City residents.	Citywide
13	Provision of Publicly Owned Land for Development Purposes	The City may provide publicly owned land for development purposes.	On Case By Case Basis

**Exhibit A (continued)**

	Name of Incentive	Description of Incentive	Availability
14	One-Stop Permitting, Problem Resolution Center	The City may offer one-stop permitting.	Citywide
15	Promotion and Marketing Service	Plano Economic Development Board, Inc. and Plano Chamber of Commerce	Citywide
16	Job Training and Employment Services	Offered in conjunction with the Collin County Community College.	Citywide
17	Retraining Program	Offered in conjunction with the Collin County Community College.	Citywide
18	Literacy and Employment Skills Services	Offered in conjunction with the Collin County Community College.	Citywide
19	Vocational Education	Offered in conjunction with the Collin County Community College.	Citywide
20	Customized Job Training	Offered in conjunction with the Collin County Community College.	Citywide
21	Infrastructure Improvements	The City may provide infrastructure improvements for industries.	On Case By Case Basis

R



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>10/27/08</b>	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Planning	Initials	Date	
Department Head	Phyllis Jarrell	Executive Director	10/17/08	
Dept Signature:	<i>P. Jarrell</i>	City Manager	10/17/08	
Agenda Coordinator (include phone #): <b>Kate Perry X-5249</b>				
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				
<b>CAPTION</b>				
A resolution of the City Council of the City of Plano, Texas accepting and approving the "Future Dimensions Report" as a guide for the development of future policies related to major challenges facing the City of Plano, Texas, including: flattening revenues and ongoing economic viability, changing demographics, challenges associated with being a first-tier suburb and regional growth; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
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:				
<b>SUMMARY OF ITEM</b>				
Communities are constantly changing and need to periodically innovate in response to shifting demographics, changes in the population base and economic conditions, as well as regional and national issues. The City Council formed the Plano Transition and Revitalization Commission (TRC) to identify and study challenges facing the City of Plano and develop recommendations to enhance the City based on its evaluations. Over the past year, the Transition and Revitalization Commission has worked to identify and study the ways in which Plano is changing. To that end, this study identifies four major areas of focus for the city in the years ahead and recommends strategies the City can utilize to best respond.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Letter from Transition and Revitalization Commission		Plano Transition and Revitalization Commission		
Future Dimensions Report (Exhibit A)				



October 15, 2008

Pat Evans  
Mayor

Jean Callison  
Mayor Pro Tem

Harry LaRosiliere  
Deputy Mayor Pro Tem

Pat Miner  
Place 1

Scott Johnson  
Place 2

Mabrie Jackson  
Place 3

Sally Magnuson  
Place 4

Lee Dunlap  
Place 8

Thomas H. Muehlenbeck  
City Manager

Honorable Mayor and City Council,

The Transition and Revitalization Commission is pleased to present to you *Future Dimensions: Envisioning Plano's Future*. Over the course of the past year we have investigated a wide variety of issues facing the city in coming years. We considered and discussed presentations and reports given to us, including the Economic Development Board, the Planning Department, the City Finance Director, the City Budget Director and the City Manager.

We had a lot of lively discussion focusing on the future needs of our community, realizing that in the future there will be a greater diversity of culture and age, and never ending transportation and economic issues. We indulged our imagination and freely considered all the possibilities from these reports and presentations. Also, we itemized the reasons Plano is a great place to live and work and included those in our goals. The results in this report are goals that are partly "stay the course" and mostly "future dimensions."

We need to reinvent Plano to be successful in the future, and we have to plan now for what we want to be! We hope the report and presentation will set your imagination on fire and that you will be as excited as we are about the Future Dimensions of Plano. While some goals can be delegated to City Departments now, other goals are more complex and visionary. These goals need further in-depth study to develop a strategy and plan to implement the goals. Your consideration to continue the process to complete the study would benefit the city, and present and future citizens.

Thank you for the honor to serve on the Transition and Revitalization Commission.

Sincerely,

Joyce Beach, Chair  
Stan Adler, Vice Chair  
Jerry Kezhaya  
Sharon Marsh-Wyly  
Barbara Oldenburg  
Janet Stovall  
Tino Trujillo  
Irfan Uddin

P.O. Box 860358  
Plano, Texas 75086-0358  
972-941-7000  
www.plano.gov

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS ACCEPTING AND APPROVING THE “FUTURE DIMENSIONS REPORT” AS A GUIDE FOR THE DEVELOPMENT OF FUTURE POLICIES RELATED TO MAJOR CHALLENGES FACING THE CITY OF PLANO, TEXAS, INCLUDING: FLATTENING REVENUES AND ONGOING ECONOMIC VIABILITY, CHANGING DEMOGRAPHICS, CHALLENGES ASSOCIATED WITH BEING A FIRST-TIER SUBURB AND REGIONAL GROWTH; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council recognizes that communities are constantly changing and need to innovate in response to shifting demographics, changes in the population base and economic conditions, as well as regional and national issues; and

**WHEREAS**, the City Council formed the Plano Transition and Revitalization Commission (TRC) to identify and study challenges facing the City of Plano and develop recommendations to enhance the City based on its evaluations; and

**WHEREAS**, the Transition and Revitalization Commission (TRC) has worked with City Staff, including the Economic Development Board, the Planning Department, the City Finance Director, the City Budget Director and the City Manager to discuss the major challenges facing Plano and to prepare a report entitled “Future Dimensions”; and

**WHEREAS**, the “Future Dimensions” report identifies major challenges facing the City of Plano and puts forth the Transition and Revitalization Commission’s recommendations for addressing those challenges; and

**WHEREAS**, the City Council, having been presented the proposed “Future Dimensions” report, upon full review and consideration thereof and all matters attendant and related thereto, is of the opinion that this document should be approved, adopted and utilized as a guiding document for matters related to these challenges;

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

**Section I.** The “Future Dimensions” report, a copy of which is attached hereto as Exhibit “A” having been reviewed by the City Council of the City of Plano and found to be in the best interest of the City of Plano and its citizens, is hereby approved and adopted.

**Section II.** The “Future Dimensions” report shall be utilized by City Council, city staff and other city personnel, departments, boards, and commissions as a guiding document for matters relating to Plano at maturity.

**Section III.** This resolution shall become effective immediately upon its passage.

**PASSED AND APPROVED THIS THE 27TH DAY OF OCTOBER, 2008.**

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY



# Future Dimensions

ENVISIONING  
PLANO'S  
FUTURE

Presented by  
Transition and Revitalization Commission  
Fall 2008

# Acknowledgements

## City Council

Pat Evans, Mayor  
Jean Callison, Mayor Pro Tem  
Harry LaRosiliere, Deputy Mayor Pro Tem  
Pat Miner  
Scott Johnson  
Mabrie Jackson  
Sally Magnuson  
Lee Dunlap

## Transition and Revitalization Commission

Joyce Beach, Chairperson  
Stan Adler, Vice Chair  
Jerry Kezhaya  
Sharon Marsh-Wyly  
Barbara Oldenburg  
Janet Stovall  
Tino Trujillo  
Irfan Uddin



# Executive Summary

Communities are constantly changing and need to periodically innovate in response to shifting demographics, changes in the population base and economic conditions, as well as regional and national issues. Over the past year, the Transition and Revitalization Commission (TRC) has worked to identify and study the ways in which Plano is changing. This document represents the concerted effort of TRC to explore and understand these issues. It also presents a vision for Plano's future which accounts for many of the challenges the city is currently facing.

This study identified four major areas of focus for the city in the years ahead:

- [Flattening revenues and ongoing economic viability](#)
- [Changing demographics](#)
- [Challenges associated with being a first-tier suburb](#)
- [Regional growth](#)

To successfully adapt to these changes, Plano must consider ways to creatively leverage its assets and

reinvent itself. In doing so, TRC believes the city can effectively find ways to meet the needs of today's and tomorrow's citizens.

How a city grows physically affects how it grows economically, socially and environmentally. For this reason, the TRC vision for the future kept returning to the physical structure of the city, it is the keystone which anchors the other recommendations.

TRC envisions a more urban, diverse and sophisticated city. One that offers a smart array of activities for its citizenry. By adding density nodes, Plano can support more transportation options, the addition of unique, neighborhood-based community spaces, encourage redevelopment, take advantage of existing infrastructure and enhance the city's tax base. These and other goals are detailed in the report that follows.

# Introduction

## Purpose

- *Understand the biggest challenges facing the city of Plano.*
- *Create a vision for and stimulate discussion about Plano's future.*
- *Recommend possible courses of action.*

Communities are constantly changing and need to periodically innovate in response to shifting demographics, changes in population bases and economic conditions, as well as regional and national issues. These changes are not uncommon; in fact almost every city sees economic, demographic, and other transitions that fundamentally reshape the city. These changes create challenges and opportunities for cities and bring with them different demands and focus in areas from public safety and transportation systems to financial resources, housing, and workforce education. For Plano, these changes characterize a new phase of the city's development, as it evolves to a mature, more sophisticated and sustainable city.

The original "Plano at Maturity" report was completed five years ago; regional and local trends have changed during that time, so it was time for a fresh look at some of the challenges the city of Plano is facing. In the fall of 2007, TRC embarked on this project and for the past year the group has identified, studied, and discussed a wide variety of topics impacting the city, including but certainly not limited to: changing demographics - the population in Plano is generally getting older and more diverse; aging infrastructure and housing stock; flattening revenue stream (which has been further stressed with current national economic conditions); as well as energy and the environment. The main goal was to create a vision for Plano's future and then to draft a set of recommendations focused on achieving that vision.

# Major Challenges

Plano is experiencing a particularly critical time in its history as it transitions from a rapidly growing suburb to a more stable, mature, sophisticated, complex, and self-sustaining city. Evidence of this change can be found throughout the city, from the diversity in population, to the growth of the more urban areas especially Legacy Town Center and Downtown Plano, the provision of light rail and advancing technologies.

Plano today contrasts quite markedly with the Plano of 40 years ago. Starting in the 1960s Plano experienced tremendous growth rates - as fast or faster than any city in the country. Plano largely embraced the changes that came with the growth in population and rose to the challenge not just by managing the growth, but by creating a well organized and attractive city with many quality neighborhoods and business districts, and a balance of land uses offering a wide array of services to its citizenry.

Because of strong leadership during these years, Plano today has many assets on which to build a

bright future. Plano stands out based on a host of traditional economic indicators (e.g., income level, educational attainment, homeownership, and employment). The city generally has a good balance of land uses and can rely on a largely complete and well-maintained infrastructure.

However, there are some significant challenges that lie ahead. In moving forward, it is critical to understand some of the major changes that are shaping the future of the city.



## Flattening Revenues and Economic Viability

Plano is experiencing a slowdown in the growth of its primary revenue sources (sales tax and property tax) with less new development coming on line as land resources diminish, current economic conditions, the mortgage crisis, higher energy prices, competition from surrounding cities (especially for sales tax), and various other factors. With limited revenues, in addition to core city services, the city may also be challenged to fund and implement future state mandates. Economic viability is going to be an ongoing concern. It will be essential that the city maintain a robust economy and offer a vital and attractive living environment for all its citizens. Accomplishing this will help to moderate future stresses on the city's budget.



4 Future Dimensions



## Changing Demographics

During the “boom” years, Plano’s population was much more homogenous than it is today. Most of the population consisted of families with school age children. In many ways, this simplified the provision of services as this meant that much of the citizenry was looking for similar types and levels of service. Today, with a population that is both aging and growing more diverse, Plano is challenged to meet a greater variety of needs.

## First-tier Suburb

The “first wave” of growth north of Dallas is moving beyond Plano to new locales further out which still have large tracts of developable land. This is a major indication that Plano has begun its transformation from an “outer” suburb to an “inner” suburb a transition that brings with it many critical advantages such as close-in neighborhoods, DART light rail service, major employment centers, and educational providers but also many of the problems associated with this inner, more mature status traffic congestion, aging infrastructure, limited greenfield sites, and high land and housing prices. Plano also faces significant competition from its newer, neighboring cities, especially when it comes to economic development.



## Regional Growth

In the U.S., mega-regions will account for 50% of the nation’s population growth and 66% of its economic growth over the next 45 years. As part of the “Texas Triangle” the Metroplex can expect that a major part of that wave of physical and economic growth will impact its cities. The way that growth is managed will influence tremendously the outcome for the region. Regional collaboration will be exceedingly important on issues including transportation, energy, and the environment.

As one of the largest cities in the Metroplex and a major employment center, Plano can play a significant role in the future of the region. Despite the fact that Plano’s residentially zoned land is largely developed, opportunities exist in both the commercial and residential sectors. The city can capitalize on the coming growth by adding density nodes at key locations throughout the city (more details below). In this manner, Plano could take advantage of existing infrastructure; build the tax base; support redevelopment; and provide more transportation options. It would also allow the city to enhance the variety of amenities available in its neighborhoods. Ideas about how the city might work towards these and other goals are detailed in this report.

# Vision

Plano's elected officials and staff have always been resourceful in dealing with the challenges facing the city. While today's challenges are unique, it is clear that the tenacity with which the city faced the tremendous growth of past decades is just what will lead the city in the future. That being said, ***Plano must consider ways to creatively leverage its assets to reinvent itself.*** In doing so, TRC believes the city can effectively find ways to meet the needs of today's and tomorrow's citizens.

Further, TRC in making its recommendations has chosen to work towards integrating these goals for the city under the umbrella of sustainability - fiscal, social and environmental. While the term "sustainability" is most often used to describe environmental goals, sustainability is broader than that. In fact it relates directly to the quality of life in a community, whether the economic, social, and environmental systems that make up the community are providing a healthy, productive, meaningful life for all community residents, present and future. This simple concept of a sustainable city became the overriding theme for the recommendations contained in this report.

How a city grows physically affects how it grows economically, socially and environmentally. For this reason, TRC's vision for the future kept returning to the physical structure of the city - it is the keystone which anchors the other recommendations.

TRC's vision for the future centers on additional density at certain strategic locations throughout the city. These "density nodes" will provide the physical structure or fabric on which to build the future of the city and will support goals ranging from more transportation options to community centers that help create identity for various parts of town; destinations that attract visitors from surrounding cities; sustainable economic conditions; and "smart" regional growth.

While Plano has typically identified itself as a suburban community, one way that Plano has already started to evolve is by adding pockets of more urban (higher density, mixed-use) development. When done well, these projects have the potential to support a variety of other goals for the city including the redevelopment of underutilized retail corners, growth of the tax base, provision of additional transportation

and housing options, and more amenities (public and private) all within walking distance of existing neighborhoods.

Mixed-use, higher density development will be essential to Plano's future development. It is also one of the main tools Plano has to promote continued economic growth. By encouraging growth in existing places the city can add population, support transit and provide a greater variety of housing in the city. Concentrating growth in existing areas can also help to mitigate the impacts of projected regional growth and buoy the tax base.

This could be accomplished by adding higher density, mixed-use nodes at the intersections of key major thoroughfares. Mutually supporting synergistic uses generate higher total revenue than the sum of their parts. With carefully selected components, people on different schedules visit common uses at different times for different reasons, creating a dynamic environment around the clock. More compact development patterns can also increase economic productivity. Studies show that "accessible" cities with efficient transportation systems (please see subsequent section) had higher productivity than more dispersed places and that

average labor productivity increases with more employment density. Also, today's economy is driven by knowledge workers, and companies are increasingly concerned about worker preferences for residential location. Strong sense of place and vitality helps attract and retain talented workers.

Now is the time to invest in a livable community that is attractive to current and future residents and businesses. This means refurbishing older neighborhoods, bringing downtown and neighborhood centers to life, and working closely with businesses and institutions of higher education to make the best use of remaining lands.



# Recommendations



## Density Nodes

The city should identify a series of “density nodes” in major corridors and at intersections throughout the city. The existing street grid provides an excellent structure on which to add density nodes. These areas would be mixed-use and higher density activity centers. They could potentially provide additional office space, housing, and would support the creation of additional transit

stops. They could provide neighborhood businesses and services (both private and public) within walking distance of people’s homes. These community spots could be further enhanced with some late night entertainment venues which can provide wonderful gathering places for residents of and visitors to Plano, as the restaurants have in Downtown Plano.

Civic spaces in these areas could further enhance the density node as a community activity center. This would also provide an opportunity to establish community/neighborhood identity points helping neighborhoods to differentiate themselves and to establish varied character for different parts of the city, lending complexity and interest.

### ***Have a Plan***

Identify neighborhood commercial (NC) corners and other areas that are appropriate to designate as density nodes.

### ***Engage Citizens***

Proactively work with area residents to design and implement these projects. While these projects may provide enhancements to existing neighborhoods it will be critical to engage residents to receive their input on any proposed projects. Neighborhood meetings or design charettes can provide an opportunity to share ideas and learn about any concerns the residents may have. This would also be an opportunity to refine and enhance the plan.

### ***Consider Density Bonuses***

Evaluate whether density bonuses would be a practical solution necessary to offset costs of redevelopment and help make projects more viable.

### ***Support Infill***

Work to anticipate and reduce regulatory barriers to infill development to help ensure a predictable approval process.

### ***Community Spaces***

The public realm should be considered an essential component of these density nodes. Well-scaled public spaces must accompany any development, providing the connective tissue among uses, enhancing sense of community, and adding vitality. Sidewalks and streets that engage passersby, public places that encourage social interaction and provide a showcase for events, and architectural and landscaping features that celebrate community all help to create a welcoming environment. Consider the development of more venues for special community events and conference centers, particularly those that could



accommodate culturally-related special events and activities. These nodes should also reflect the local character of Plano and even of the individual neighborhoods. “For too long, suburbs have looked very similar, lacking any distinguishing characteristics from one another. Tomorrow’s suburbs will be infused with the local character that makes the world’s best places stand out in people’s minds.”

## 10 Future Dimensions

### **Accept higher densities and mixed-use in selected locations**

Higher residential densities and mixed-use developments are an essential part of the transition to a mature suburb. Plano will simply not succeed in the 21st Century without creating its share of this kind of development. In a city where 65% of the residences are single-family homes, this kind of development is not appropriate for every neighborhood; however, allowing higher densities and mixed-use development in certain strategic areas will ensure that the city has lively and interesting districts, while protecting the single-family neighborhoods.

### **Transportation Options**

It is impossible to effectively/efficiently (both service wise and cost wise) provide mass transit options without having a development infrastructure that supports it. The city must work to enhance mobility for the community as a whole by supporting more transportation options. This would benefit aging residents and others with limited access to standard automobile transportation (such as children). It would also enhance livability in the city and support regional clean air initiatives.



For many years now, cities have largely been designed around the automobile. However, TRC sees a future where the automobile no longer reigns supreme. Transportation options will foster connections both inside and outside of the community enhancing Plano's position as an economic and employment center. The city should provide for alternate transportation and good transitions between modes - for example bike racks and the ability to take bikes on buses. The city can begin by focusing on creating a solid east-west connection and western north-south routes connecting major destination points (including employment



centers) and fill in with density nodes at key locations. There is also a need to establish transit routes that connect density nodes. To develop an effective community transit system:

### ***Collaborate***

Partner with DART to offer enhanced service along routes that support density nodes.

### ***Consider the Possibilities***

Initiate a feasibility study to explore possible routes that would create a “network” of existing and future nodes. An example of one place to start is Legacy Business Park and Town Center where a lunch time shuttle between businesses and restaurants could be offered.

## Easy to Use

Ensure that existing transit options are as attractive and easy to use as possible. For example, explore ways to relieve the parking shortage at Parker Road Station and make bus stops more comfortable by providing benches.

## Redevelopment

Strategic reuse of previously developed land will be essential to Plano's future. Plano can create more capacity for growth by intensifying development on passed-over land and underutilized parcels (See *Density Nodes*). Plano can benefit from planned strategic investment which can generate growth and revitalization in future years and can help protect essential property and sales tax revenues. Some strategies the city can utilize are as follows:

## Look Ahead

Be proactive in seeking redevelopment opportunities that will help to shape a desired future for Plano. The city must continue to work to entice commercial entities and to provide economic development programs that encourage redevelopment in all areas of the city.

## Incentives

Continue to explore financial and zoning incentives that would encourage owners of under-performing commercial properties to convert to residential and mixed-use development that would revitalize and strengthen the community as a whole.

## Existing Regulations

Initiate a comprehensive look at existing regulations as they relate to development and redevelopment. Do our existing regulations describe what we want to happen?



## **Flexibility**

Recognize the need for flexibility in development and redevelopment. For example - an existing shopping center may want to complete some improvements but completing significant changes under today's regulations would require bringing the site up to today's standards. This can be too cost prohibitive and put a halt to any improvements. Rather than an all or nothing approach, the city should consider developing an approach that would allow for graduated improvements.

## **Market Specific Land Resources**

The city must continue to be proactive in identifying those parcels and buildings that are key to its economic future including both the large chunks of raw land and underutilized parcels. In the future, promoting the reuse of these assets will mean doing more than simply inventorying these resources and more than just showing large vacant parcels to big corporations. As Plano transitions towards more infill and redevelopment projects, it will also mean the city playing an active role in matching older buildings and

smaller parcels with the emerging entrepreneurs who will serve as the keys to the new economy.

## **Education**

One of Plano's major assets is that the city has an educated and diverse citizenry (both corporate and residential). The city should continue to strengthen its relationship with both, especially when it comes to the dissemination of information and sharing of ideas.



The city should develop a comprehensive program for educating the public on the critical issues that affect the long-term quality of life and success of Plano. Examples could include: public meetings, newspapers, journals, and other written publications, Citizens' Academy, City Council Roundtables, community-wide summits to engage residents in a dialogue about how Plano is changing, the challenges facing the city and potential solutions. Plano is facing some significant budgetary challenges in coming years and this dialogue will be essential to informing the citizenry and gathering feedback about city services as well as potential changes to the physical structure of the city.

The concentration and agglomeration of firms and workers facilitate the flow of information and knowledge exchange. Take advantage of this in areas such as Legacy and the Research/Technology Center zoning district by fostering relationships with local schools and businesses to build local technology resources. In addition, consider the creation of technology/conference centers where businesses and individuals can congregate and share ideas for expanding and enhancing local business opportunities.



### ***Facilitate and Support Collaborative Efforts***

The city, where possible, should act as a change agent to enhance cooperation between area institutions and businesses. For example, the city should support an ongoing dialogue and sharing of information resources between entities such as the Chamber of Commerce, local colleges and area businesses.

## Help Identify and Monitor Critical Issues Facing the Community

The city is in a unique position as a service provider and as such should work with local schools, businesses and non-profits to help identify and monitor critical issues facing the city. For example, with an aging population and four major hospitals located in the city, the nursing shortage is an area that will have ramifications for the city in terms of residential needs as well as economic development. This and similar situations should be monitored and discussed by area schools, governments and hospitals. While the city, by the nature of its service focus, may not be able to directly impact such issues, where possible it should facilitate collaboration on these challenges.

## Financial Resources Sustainability

Broadly speaking, the best long-term strategy the city can employ to maintain financial resources is to continue to be a livable city. Places that are vibrant, energetic, and varied will attract a diverse and engaged community, including residents and employers.

A critical component of this will be for the city to provide more housing choices, promote better land use, and support mass transit in order to sustain its competitive economy (See *Transportation*).

The regional changes described above also suggest opportunities for sharing of services and facilities between entities within the city of Plano and extending to surrounding municipalities and beyond. Joint service agreements are important tools. Plano can and should continue to explore many avenues when considering ways to invest its resources. The city should regularly examine



the feasibility of collaborative agreements that include sharing capital expenses, the procurement of equipment, and creatively sharing personnel with the goal of reducing expenditures, improving services, and working collaboratively toward regional goals.

### ***Consider the Needs of Today's and Tomorrow's Citizens***

The city's financial position in terms of holding a AAA bond rating and the ability to pay cash for many expenditures is very strong. Maintaining the city's bond rating and reserves should be a priority.

### ***Plan for a Rainy Day***

The city should focus on building up contingency funding as much as possible.

### ***You Get What You Pay For***

The City of Plano has a well deserved reputation for providing a great quality of life for its citizenry. This is in large part due to high quality city services.

For this reason, raising taxes, within reason, would be preferable to cutting city services.

### ***Communication is Key***

The city should enhance its communication about the value of services it offers. For example, Plano has one of the lowest tax rates in the Metroplex. The average annual residential tax bill in Plano works out to be less than the average annual cost of cable television. The city should promote this so that residents have a better understanding about what they are getting.





**DATE:** October 7, 2008  
**TO:** Honorable Mayor & City Council  
**FROM:** James Duggan, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of October 6, 2008

**AGENDA ITEM NO. 6A - PUBLIC HEARING  
ZONING CASE 2008-65**

**APPLICANTS: BRIAR OAKS PROPERTIES, LTD., GREENBRIAR PROPERTIES, LTD., JOHN G. BRITTINGHAM CHARITABLE REMAINDER UNITRUST NO. 2, WYNNWOOD RESOURCES, LTD., & PATRICK E. HILLARY, JR.**

Request to rezone 119.9± acres located at the northeast corner of State Highway 190 and Renner Road from Research/Technology Center to Planned Development-Retail. Zoned Research/Technology Center.

**APPROVED:** 7-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA:** **SUPPORT:** 2 **OPPOSE:** 1

**LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA:** **SUPPORT:** 0 **OPPOSE:** 0

**PETITION(S) RECEIVED:** N/A **# OF SIGNATURES:** N/A

**STIPULATIONS:**

Recommended for approval as R zoning district and standards as amended by the 190 Tollway/Plano Parkway Overlay district, subject to the following:

General Standards

1. The zoning exhibit shall be adopted as part of the ordinance.
2. Maximum lot coverage: 50%. If structured parking is provided, the maximum lot coverage may be increased to 70%.
3. Maximum floor to area ratio: 1.75:1.
4. Maximum height: For buildings with multifamily residential use, the maximum height shall be 5 stories, 75 feet. The maximum height for all other buildings shall be 20 stories.
5. Minimum side yard: None, except as required by building or fire codes.

6. Minimum rear yard: None, except as required by building or fire codes.
7. Parking Regulations:
  - a. The minimum required parking within the district shall be as follows:
    - Multifamily – One Bedroom or Less: One parking space per unit. Two Bedrooms: One and one-half parking spaces per unit. Three Bedrooms or More: Two spaces per unit.
    - Freestanding Restaurant – One space per 100 square feet of floor area.
    - Hotel – Per Section 3.1100 (Off-Street Parking and Loading.)
    - Theater - Per Section 3.1100 (Off-Street Parking and Loading.)
    - All Other Nonresidential Uses – One space per 300 square feet of floor area.
  - b. On-street parking may count toward required parking and shall be permitted on both sides of interior public and quasi-public streets and fire lanes, except where prohibited for vehicular, fire, or pedestrian safety. On-street parking may be parallel, angle, or ninety-degree to the street. Where on-street parking is provided, islands shall be placed as a break to delineate travel lanes. An island break of a minimum six feet in width shall be placed no less than every 150 feet of continuous on-street parking.
  - c. No off-street loading spaces are required. Off-street loading for the loading and unloading of merchandise and goods must not occur in public streets or fire lanes, but may occur in parking areas or private drive aisles. Designated off-street loading spaces for nonresidential uses, if provided, may not be located adjacent to or across a street or alley from buildings containing residential uses unless the loading dock is screened by solid metal gates, masonry screening walls, overhead doors, buildings, or any combination of these.
  - d. Except for freestanding restaurants, no parking is required for outdoor patio and sidewalk dining areas or other public seating areas and open space.

### Design Standards

8. Street Pattern: The maximum block length shall be 500 feet. Public streets, quasi-public streets, and/or fire lanes may be used to obtain this required block length.

9. Streetscape:

- a. Along Wynnwood Drive, Wynhurst Drive, Wyngate Boulevard, Wynview Drive, and required named quasi-public streets, sidewalks with a minimum width of six feet shall be placed no more than six feet from back of curb. Street trees shall be provided at a rate of one tree per fifty linear feet of street.
- b. Outdoor patio and sidewalk dining, as well as other public seating areas, are permitted within public rights-of-way provided accessible pathways are maintained.

10. Building Design:

- a. Nonresidential, multi-use buildings, except for parking garages, shall have a minimum of 40% of the ground floor comprised of window area. Buildings fronting State Highway 190 frontage road, Renner Road and Shiloh Road are exempt from this requirement. For the purposes of this standard, ground floor is defined as that portion of a building from the street-level finish floor elevation and extending 12.5 feet above the street-level finish floor elevation.
- b. Canopies, balconies, stoops, bay windows, awnings, and other building projections may encroach up to five feet into the public right-of-way provided accessible pathways are maintained.

11. Landscaping and Open Space:

- a. Except as stated in standard 10.b. below, landscaping shall be provided per Section 3.1200 (Landscaping Requirements) and Section 4.700 (190 Tollway/Plano Parkway Overlay District) except as follows:
  - i. No landscape edge is required along Wynnwood Drive, Wynhurst Drive, Wyngate Boulevard, Wynview Drive, and required named quasi-public streets.
  - ii. Landscape edge width may be reduced to 10 feet along Shiloh Road and along Renner Road between Wyngate Boulevard and Shiloh Road.
- b. A minimum five-foot landscape edge shall be provided between all surface parking lots and public and quasi-public streets. Street trees shall be provided at a rate of one tree per fifty linear feet of street.

- c. A minimum of two acres of open space shall be provided and shall be open to the public at all times. Open space shall have a minimum dimension of 80 feet.

12. Screening:

- a. The rear and service sides of nonresidential buildings oriented toward residential use or open space shall be screened as provided in Section 3.1000 (Screening, Fence, and Wall Regulations.)
- b. Refuse and recycling containers shall not be located within 30 feet of a public or quasi-public street, unless internal to the building, and shall be screened from view from streets and open space in accordance with Section 3.1000 (Screening, Fence, and Wall Regulations.)

13. Fencing: For residential use only, fencing is allowed in the front yard setback up to eight feet in height. Fencing must be a minimum of 50% open.

14. Signage:

- a. For buildings fronting State Highway 190 frontage road, Renner Road, and Shiloh Road, signage must comply with Section 3.1600 (Sign Regulations) and Section 4.700 (190 Tollway/Plano Parkway Overlay District).
- b. Signage for all other buildings must comply "Area A" standards within Subsection 3.1605 (Downtown Sign District.) Additionally, freestanding, single tenant buildings, may have monument signs per Section 4.700 (190 Tollway/Plano Parkway Overlay District.)

Multifamily Residential Development Standards

15. The maximum number of multifamily residential dwelling units shall be 1,200 units.

16. The minimum density for multifamily residential use is 35 dwelling units per acre.

17. Multifamily development shall be exempt from the supplemental regulations of Subsection 3.104 (Multifamily Residence.)

Standards Specific to Tracts 1 & 5-10

18. Uses:

- a. Multifamily use is an additional permitted use.
- b. Car wash use is prohibited.

19. Building Design:

- a. Buildings fronting to Renner Road or Shiloh Road:
  - i. The minimum front yard setback shall be 10 feet.
  - ii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 30 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 60% of each facade must be built to the easement line. The 30 feet distance may be increased to a maximum of 85 feet if parking or drive aisles are located between the building face and the street.
- b. Buildings fronting to Wynnwood Drive, Wynhurst Drive, Wyngate Boulevard, or Wynview Drive:
  - i. There is no minimum front yard setback.
  - ii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 60% of each facade must be built to the easement line.
- c. Buildings fronting required named quasi-public streets:
  - i. Front yard setbacks are measured from the street easement line.
  - ii. There is no minimum front yard setback.
  - iii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the street easement line.

Standards Specific to Tract 2

20. Uses: Car wash use is prohibited.

21. Building Design:

- a. Buildings fronting to Renner Road or Shiloh Road:
  - i. The minimum front yard setback shall be 30 feet.
  - ii. There is no maximum front yard setback.

- b. Buildings fronting to Wyngate Boulevard or Wynview Drive:
  - i. There is no minimum front yard setback.
  - ii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 60% of each facade must be built to the easement line.

Standards Specific to Tracts 3 & 4

22. Uses:

- a. Regional theater use and multifamily use are additional permitted uses.
- b. Car wash use is prohibited.

23. Street Pattern: Tract 4 shall be bisected by a named quasi-public street and shall comply with the streetscape requirements in standard 9 above.

24. Building Design:

- a. Buildings fronting to Wynnwood Drive, Wynthurst Drive, Wyngate Boulevard, or Wynview Drive:
  - i. There is no minimum front yard setback.
  - ii. Buildings shall be constructed such that a minimum of 50% of the facade falls within 30 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 50% of each facade must be built to the easement line. The 30 feet distance may be increased to a maximum of 100 feet if parking or drive aisles are located between the building face and the street.
- b. Buildings fronting required named quasi-public streets:
  - i. Front yard setbacks are measured from the street easement line.
  - ii. There is no minimum front yard setback.
  - iii. The maximum front yard setback shall be 15 feet unless restricted by easements. If easements are present, the facade must be built to the easement line.

**FOR CITY COUNCIL MEETING OF:** October 27, 2008 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

EH/dc

xc: Charles Nies, Briar Oaks Properties  
David Hicks, David Hicks Company

CITY OF PLANO  
PLANNING & ZONING COMMISSION

October 6, 2008

**Agenda Item No. 6A**

**Public Hearing:** Zoning Case 2008-65

**Applicants:** Briar Oaks Properties, Ltd., Greenbriar Properties, Ltd.,  
John G. Brittingham Charitable Remainder Unitrust No. 2,  
Wynnwood Resources, Ltd., & Patrick E. Hillary, Jr.

---

**DESCRIPTION:**

Request to rezone 119.9± acres located at the northeast corner of State Highway 190 and Renner Road from Research/Technology Center to Planned Development-Retail. Zoned Research/Technology Center.

**REMARKS:**

The applicant is requesting to rezone 119.9± acres located at the northeast corner of State Highway 190 and Renner Road from Research/Technology Center (RT) to Planned Development-Retail (PD-R). The RT district is intended to create a low-density employment center consisting of office, research and development facilities, and limited assembly operations. The Retail (R) district is primarily intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services. A Planned Development (PD) district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off and onsite conditions.

This planned development zoning request proposes a mix of office, hotel, retail, restaurant, regional theater, conference center, and multifamily residential development. A concept plan, Turnpike Commons Addition, Block 1, Lot 3, accompanies this request as Agenda Item No. 6B. Response letters received for this zoning case are attached under separate cover. Also attached under separate cover is a Traffic Impact Analysis submitted as a part of the rezoning petition.

## **Surrounding Land Use and Zoning**

The area of the request is currently undeveloped. The property to the north, zoned RT, is developed as office, office-showroom/warehouse, and light intensity manufacturing uses. To the west, on property zoned RT, a hotel and religious facility are under construction. Across Shiloh Road, to the east, within the city of Richardson, are medical office and skilled nursing developments, and single-family residences. To the south, across Renner Road, also within the city of Richardson, are office, hospital, and medical office uses.

## **Proposed Planned Development Stipulations**

The requested zoning is PD-R. As noted previously, the request proposes a mix of office, hotel, retail, restaurant, regional theater, conference center, and multifamily residential uses. There are two primary parts of this request: land use and design standards.

**Land Use** - The applicant proposes to change the base zoning from RT to R. The R base zoning would permit retail and restaurant uses not currently allowed in RT. The planned development portion of the request proposes to add multifamily residence (maximum of 1200 dwelling units) and regional theater as additional uses and to prohibit car wash use.

**Design Standards** - The request proposes a mix of uses of differing intensities within the development. Along the State Highway 190 frontage, the concept plan indicates lower density, primarily single-tenant restaurant and retail buildings of suburban scale and setbacks from streets. Surface parking surrounds the individual buildings. In the central core, there is a horizontal mix of taller and larger office, regional theater, hotel, conference center, retail, and multifamily buildings of moderate density. Some of the buildings are multi-tenant with a vertical mix of uses. The public and quasi-public streets in the central core contain street trees and wider sidewalks, and are arranged to create smaller blocks than the State Highway 190 frontage. The buildings are set back from the streets, but are closer to the streets than the buildings on the State Highway 190 frontage. Parking is surface parking, but is primarily to the rear and sides of buildings. The eastern and northern portions of the area of the request are urban scale, and consist of multifamily residences and vertically-mixed multifamily and retail and office uses. The buildings in this area are pulled up close to streets with street trees and wide sidewalks. The street patterns are finer grain and create walkable block lengths. Parking is surface parking but is located to the rear of and is surrounded by buildings.

## **Conformance to the Comprehensive Plan**

**Future Land Use Plan** - The Future Land Use Plan designates this property as RT. Development in this land use designation is expected to include a mix of low-density office, research and development facilities, and limited assembly operations. The proposed office, conference center, and hotel uses are consistent with the RT land use designation. Multifamily residential, retail, and free-standing restaurant uses are generally not appropriate within this land use designation.

**Economic Development Element** - The Economic Development Element of the Comprehensive Plan recognizes the Dallas North Tollway, U.S. Highway 75, State Highway 190, and State Highway 121 corridors as areas for future economic development. These highways establish major corridors for regional retail, service, office, and manufacturing uses. The proposed office, conference center, hotel, retail, and restaurant uses are consistent with the Economic Development Element. Residential development is generally inconsistent with the element.

**Housing Element** - The Housing Element recognizes that much of the land for future housing is unlikely to be within Plano's typical neighborhood setting; thus, the element contains objectives for an alternative neighborhood format. The proposed zoning generally complies with these objectives. The element states that residential use is inappropriate within major corridors unless in a mixed-use environment.

**Adequacy of Public Facilities** - Water and sanitary sewer services are available and can support the proposed 1,200 residential dwelling units and nonresidential development. Generally, direct service connections are available on Wynview Drive, Wynhurst Drive, Wynwood Drive, Wyngate Boulevard, Shiloh Road, Renner Road, and State Highway 190 frontage road. Building development interior to these streets may require extensions of services from these facilities.

**Traffic Impact Analysis (TIA)** - A TIA has been reviewed by the city's Traffic Engineering Division. The change in trip generation potential of the proposed development is negligible compared to the trip generation potential of build out at the existing zoning. Following this staff report is a memo from Jeff Green, Senior Transportation Engineer, that summarizes his assessment of the TIA.

## **ISSUES:**

### **Rezoning Land for Retail Use**

In 2003, City Council adopted the *Retail Study of Underperforming and Vacant Retail Areas* initiated by the Cities of Carrollton, Richardson, and Plano. This study examined the retail market conditions in the three cities and offered alternatives to address underperforming and vacant retail properties. The study identified Plano as having an overabundance of retail zoning.

Although, the accompanying concept plan does not show much retail development, the requested change in zoning would allow a significant amount of retail development in this area. This could further increase the overabundance of retail zoning in Plano. The depth of the parcel, and proposed forms and intensities of development will most likely limit retail development to the area of the site closest to State Highway 190 and within mixed-use buildings in the central core and the walkable residential areas. The office, theater, hotel, conference center, and residential components of the PD will create demand for retail goods and services and should alleviate concerns of rezoning land for additional retail use.

## **Residential Use in a Major Corridor**

The requested multifamily residential use would place residences within close proximity to State Highway 190. The Land Use and Housing Elements of the Comprehensive Plan state that residential development is generally not appropriate within the State Highway 190 corridor. The lack of neighborhood parks and schools, proximity to high intensity nonresidential uses, and traffic noise are factors to consider when placing residential use in major corridors.

The Land Use and Housing Elements of the Comprehensive Plan do acknowledge that residential development may occur in non-neighborhood settings, particularly mixed-use development, provided the mixed-use setting combines opportunities for live, work, and play, the residential unit count is sufficient to create a viable living environment, and there is access to major thoroughfares. The proposed rezoning generally complies with these criteria. Please see below for further discussion about mixed-use development.

## **Urban Centers Study**

The Land Use Element of the Comprehensive Plan references the Urban Centers Study as the primary mechanism to assess mixed-use development proposals.

The study states that urban centers are not appropriate in all locations, and identifies the following site attributes for consideration of urban center sites:

- **Size** - The study notes that the site should be large enough to generate a sufficient number of residential units to support, at least partially, other uses in the development such as restaurant, retail, entertainment, and office. The proposed development size and request for 1,200 multifamily residential dwelling units satisfy this attribute.
- **Accessibility** - The study notes there should be adequate traffic flow to the site and that it be served by at least one Type "C" thoroughfare or larger. The site is served by two major thoroughfares - Renner Road and Shiloh Road - and one expressway - State Highway 190.
- **Transportation** - The study notes that the site should be served by mass transit. The development is served by existing DART bus transit service along Renner Road and Shiloh Road (841 Flex route) that provides connecting service to the Bush Turnpike DART light rail station.
- **Surrounding Development** - The study notes several criteria for integration of the potential site with adjacent development. The site is far enough away from other existing urban centers and does not compete with them. The standards propose building heights that approximate the four to eight story recommendation of the study, and the different scales and intensities of the request provide a transition to existing development.
- **Reinvestment Costs** - This attribute refers to redevelopment and is not applicable for this request.

- **“Phase-ability”** - This attribute refers to the ability to gradually implement the development of an urban center. The existing street system permits the site to be developed in phases. Although not planned at this time, the design and placement of the proposed surface parking will allow “infill” development to occur when market rents can support structured parking.
- **Community Impact** - This attribute refers to the community impact of the proposed development as compared to what would happen if the site remained in its current state. The site has been partially developed with streets, but, aside from a couple of light intensity manufacturing developments, it has remained undeveloped since the construction of the streets many years ago. The proposed uses and standards could increase the development potential of the site and provides amenities and services for existing development in the RT district.

The request as proposed generally complies with the location and size attributes for mixed use development.

The Urban Centers Study also provides key characteristics of urban centers that should be assessed in consideration of mixed-use rezoning requests. The characteristics are: fine grain mix of uses, defined neighborhoods, human scale buildings that enhance the streetscape and define public space, corridors and connections to define boundaries and the character of the neighborhood, streets patterned as a network with parking that doesn't interfere with the pedestrian environment, a range of transportation options, and civic/institutional uses.

Conformance of the rezoning request with key urban center characteristics varies. As noted above in “Design Standards” within the “Proposed Development Stipulations”, the design standards proposes three areas of intensity. The State Highway 190 frontage area is the least intense area, and is proposed to develop at suburban form; thus, it does not comply with many of the key characteristics other than the provision of corridors and connections. The central core is proposed to develop at moderate density. This area has complimentary uses, public open space, and streets that provide a walkable environment, but it is not fine grain and human scale. The northern and eastern areas of the development do create neighborhoods, are fine grain, and contain human scale buildings that enhance the streetscape. While the three areas are complimentary, overall, from an Urban Centers Study, the request does not strictly conform with the key characteristics of an urban center.

## **SUMMARY:**

The applicant is requesting to rezone 119.9± acres located at the northeast corner of State Highway 190 and Renner Road **from** RT **to** PD-R. While the request is not an urban, mixed-use development in its strictest form, the design standards and uses create opportunities for residences, work, shopping, and entertainment in an integrated setting. The proposed 1,200 multifamily dwelling units are at an urban-scale and will complement and support the proposed nonresidential development. The provision of public open spaces, and pedestrian connections will create a livable environment. The proposed standards and uses are complementary with and will provide housing,

services, and amenities for businesses in the RT district. Therefore, staff recommends approval of the proposed zoning request.

## **RECOMMENDATIONS:**

Recommended for approval as R zoning district and standards as amended by the 190 Tollway/Plano Parkway Overlay district, subject to the following:

### General Standards

1. The zoning exhibit shall be adopted as part of the ordinance.
2. Maximum lot coverage: 50%. If structured parking is provided, the maximum lot coverage may be increased to 70%.
3. Maximum floor to area ratio: 1.75:1.
4. Maximum height: For buildings with multifamily residential use, the maximum height shall be 5 stories, 75 feet. The maximum height for all other buildings shall be 20 stories.
5. Minimum side yard: None, except as required by building or fire codes.
6. Minimum rear yard: None, except as required by building or fire codes.
7. Parking Regulations:
  - a. The minimum required parking within the district shall be as follows:
    - Multifamily – One Bedroom or Less: One parking space per unit. Two Bedrooms: One and one-half parking spaces per unit. Three Bedrooms or More: Two spaces per unit.
    - Freestanding Restaurant – One space per 100 square feet of floor area.
    - Hotel – Per Section 3.1100 (Off-Street Parking and Loading).
    - Theater - Per Section 3.1100 (Off-Street Parking and Loading).
    - All Other Nonresidential Uses – One space per 300 square feet of floor area.
  - b. On-street parking may count toward required parking and shall be permitted on both sides of interior public and quasi-public streets and fire lanes, except where prohibited for vehicular, fire, or pedestrian safety. On-street parking may be parallel, angle, or ninety-degree to the street. Where on-street parking is provided, islands shall be placed as a break to delineate travel lanes. An island break of a minimum six feet in width shall be placed no less than every 150 feet of continuous on-street parking.

- c. No off-street loading spaces are required. Off-street loading for the loading and unloading of merchandise and goods must not occur in public streets or fire lanes, but may occur in parking areas or private drive aisles. Designated off-street loading spaces for nonresidential uses, if provided, may not be located adjacent to or across a street or alley from buildings containing residential uses unless the loading dock is screened by solid metal gates, masonry screening walls, overhead doors, buildings, or any combination of these.
- d. Except for freestanding restaurants, no parking is required for outdoor patio and sidewalk dining areas or other public seating areas and open space.

### Design Standards

- 8. Street Pattern: The maximum block length shall be 500 feet. Public streets, quasi-public streets, and/or fire lanes may be used to obtain this required block length.
- 9. Streetscape:
  - a. Along Wynnwood Drive, Wynhurst Drive, Wyngate Boulevard, Wynview Drive, and required named quasi-public streets, sidewalks with a minimum width of six feet shall be placed no more than six feet from back of curb. Street trees shall be provided at a rate of one tree per fifty linear feet of street.
  - b. Outdoor patio and sidewalk dining, as well as other public seating areas, are permitted within public rights-of-way provided accessible pathways are maintained.
- 10. Building Design:
  - a. Nonresidential, multi-use buildings, except for parking garages, shall have a minimum of 40% of the ground floor comprised of window area. Buildings fronting State Highway 190 frontage road, Renner Road and Shiloh Road are exempt from this requirement. For the purposes of this standard, ground floor is defined as that portion of a building from the street-level finish floor elevation and extending 12.5 feet above the street-level finish floor elevation.
  - b. Canopies, balconies, stoops, bay windows, awnings, and other building projections may encroach up to five feet into the public right-of-way provided accessible pathways are maintained.

## 11. Landscaping and Open Space:

- a. Except as stated in standard 10.b. below, landscaping shall be provided per Section 3.1200 (Landscaping Requirements) and Section 4.700 (190 Tollway/Plano Parkway Overlay District) except as follows:
  - i. No landscape edge is required along Wynnwood Drive, Wynhurst Drive, Wyngate Boulevard, Wynview Drive, and required named quasi-public streets.
  - ii. Landscape edge width may be reduced to 10 feet along Shiloh Road and along Renner Road between Wyngate Boulevard and Shiloh Road.
- b. A minimum five-foot landscape edge shall be provided between all surface parking lots and public and quasi-public streets. Street trees shall be provided at a rate of one tree per fifty linear feet of street.
- c. A minimum of two acres of open space shall be provided and shall be open to the public at all times. Open space shall have a minimum dimension of 80 feet.

## 12. Screening:

- a. The rear and service sides of nonresidential buildings oriented toward residential use or open space shall be screened as provided in Section 3.1000 (Screening, Fence, and Wall Regulations).
- b. Refuse and recycling containers shall not be located within 30 feet of a public or quasi-public street, unless internal to the building, and shall be screened from view from streets and open space in accordance with Section 3.1000 (Screening, Fence, and Wall Regulations).

13. Fencing: For residential use only, fencing is allowed in the front yard setback up to eight feet in height. Fencing must be a minimum of 50% open.

## 14. Signage:

- a. For buildings fronting State Highway 190 frontage road, Renner Road, and Shiloh Road, signage must comply with Section 3.1600 (Sign Regulations) and Section 4.700 (190 Tollway/Plano Parkway Overlay District).
- b. Signage for all other buildings must comply "Area A" standards within Subsection 3.1605 (Downtown Sign District). Additionally, freestanding, single tenant buildings, may have monument signs per Section 4.700 (190 Tollway/Plano Parkway Overlay District).

## Multifamily Residential Development Standards

15. The maximum number of multifamily residential dwelling units shall be 1,200 units.
16. The minimum density for multifamily residential use is 35 dwelling units per acre.
17. Multifamily development shall be exempt from the supplemental regulations of Subsection 3.104 (Multifamily Residence).

## Standards Specific to Tracts 1 & 5-10

### 18. Uses:

- a. Multifamily use is an additional permitted use.
- b. Car wash use is prohibited.

### 19. Building Design:

- a. Buildings fronting to Renner Road or Shiloh Road:
  - i. The minimum front yard setback shall be 10 feet.
  - ii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 30 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 60% of each facade must be built to the easement line. The 30 feet distance may be increased to a maximum of 85 feet if parking or drive aisles are located between the building face and the street.
- b. Buildings fronting to Wynnwood Drive, Wynhurst Drive, Wyngate Boulevard, or Wynview Drive:
  - i. There is no minimum front yard setback.
  - ii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 60% of each facade must be built to the easement line.
- c. Buildings fronting required named quasi-public streets:
  - i. Front yard setbacks are measured from the street easement line.
  - ii. There is no minimum front yard setback.

- iii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the street easement line.

#### Standards Specific to Tract 2

20. Uses: Car wash use is prohibited.

21. Building Design:

a. Buildings fronting to Renner Road or Shiloh Road:

- i. The minimum front yard setback shall be 30 feet.
- ii. There is no maximum front yard setback.

b. Buildings fronting to Wyngate Boulevard or Wynview Drive:

- i. There is no minimum front yard setback.
- ii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 60% of each facade must be built to the easement line.

#### Standards Specific to Tracts 3 & 4

22. Uses:

- a. Regional theater use and multifamily use are additional permitted uses.
- b. Car wash use is prohibited.

23. Street Pattern: Tract 4 shall be bisected by a named quasi-public street and shall comply with the streetscape requirements in standard 9 above.

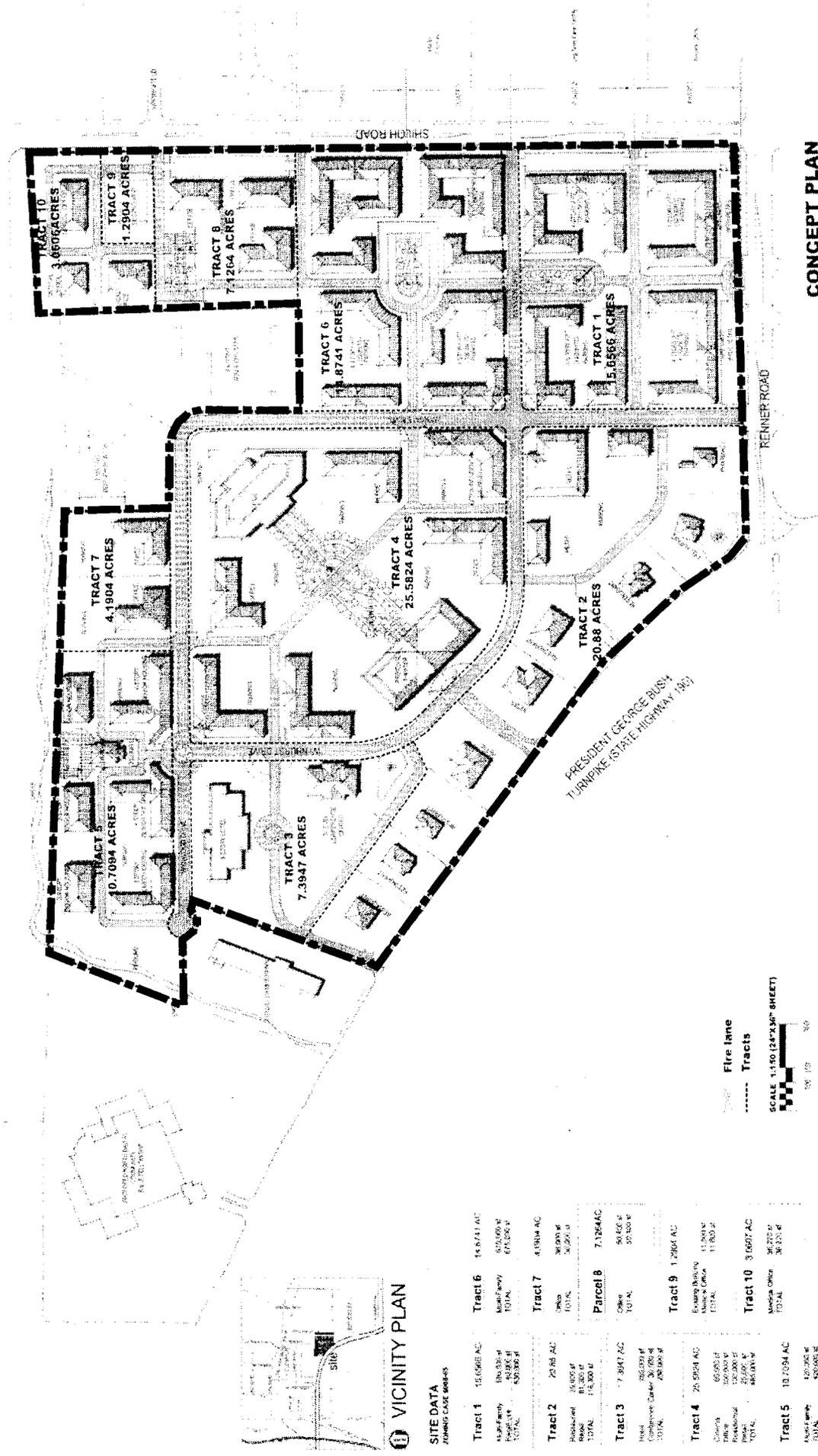
24. Building Design:

a. Buildings fronting to Wynnwood Drive, Wynhurst Drive, Wyngate Boulevard, or Wynview Drive:

- i. There is no minimum front yard setback.
- ii. Buildings shall be constructed such that a minimum of 50% of the facade falls within 30 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 50% of each facade must be built to the easement line. The 30 feet distance may be increased to a maximum of 100 feet if parking or drive aisles are located between the building face and the street.

b. Buildings fronting required named quasi-public streets:

- i. Front yard setbacks are measured from the street easement line.
- ii. There is no minimum front yard setback.
- iii. The maximum front yard setback shall be 15 feet unless restricted by easements. If easements are present, the facade must be built to the easement line.



**CONCEPT PLAN**

**VICINITY PLAN**

**SITE DATA**  
ZONING CASE 90845

Tract	Acres	Area (sq ft)	Permit Fee	Total
Tract 1	15,006 AC	1,300,000 sq ft	\$4,000	\$1,300,000
Tract 2	29.88 AC	1,300,000 sq ft	\$4,000	\$1,300,000
Tract 3	7,3947 AC	640,000 sq ft	\$2,000	\$640,000
Tract 4	25,5824 AC	2,200,000 sq ft	\$7,000	\$2,200,000
Tract 5	10,7094 AC	920,000 sq ft	\$2,800	\$920,000
Tract 6	14,6741 AC	1,260,000 sq ft	\$4,000	\$1,260,000
Tract 7	4,1904 AC	360,000 sq ft	\$1,200	\$360,000
Tract 8	7,1264 AC	610,000 sq ft	\$1,900	\$610,000
Tract 9	1,2904 AC	110,000 sq ft	\$3,500	\$110,000
Tract 10	3,6904 AC	320,000 sq ft	\$1,000	\$320,000



**TURNPIKE COMMONS Block 1 Lot 3**  
 54199 TURNPIKE COMMONS, DALLAS, TEXAS  
 2024 TRACT 10, 2025 TRACT 9, 2026 TRACT 8, 2027 TRACT 7, 2028 TRACT 6, 2029 TRACT 5, 2030 TRACT 4, 2031 TRACT 3, 2032 TRACT 2, 2033 TRACT 1

**OWNER:** TURNPIKE COMMONS, L.P.  
**DEVELOPER:** TURNPIKE COMMONS, L.P.  
**ARCHITECT:** TURNPIKE COMMONS, L.P.

**ENGINEER:** TURNPIKE COMMONS, L.P.

**DATE:** 10/15/2024

**SCALE:** 1:150 (247x30" SHEET)

**PROJECT:** TURNPIKE COMMONS, L.P.

**LOCATION:** TURNPIKE COMMONS, L.P.

**ADDRESS:** 54199 TURNPIKE COMMONS, DALLAS, TEXAS

**PROJECT NO.:** 2024-001

**DATE:** 10/15/2024

**SCALE:** 1:150 (247x30" SHEET)

**PROJECT:** TURNPIKE COMMONS, L.P.

**LOCATION:** TURNPIKE COMMONS, L.P.

**ADDRESS:** 54199 TURNPIKE COMMONS, DALLAS, TEXAS

**PROJECT NO.:** 2024-001

**DATE:** 10/15/2024

September 30, 2008

MEMO

To: Tom Elgin, Development Review Manager

From: Jeff Green, P.E., Senior Traffic Engineer *JG*

Subject: 68/TIA for Zoning Case 2008-65 (NWC of Shiloh Road at Renner Road)

The subject tract is located north of Renner Road west of Shiloh Road. Traffic Impacts for Zoning cases are evaluated using the city's TransCAD travel forecasting computer model. Proposed possible land uses associated with a given zoning request are compared to assumed land uses for that area within the model dataset, and adjustments are made. The data is then used to generate a new traffic assignment for the entire city network. The volumes from that assignment represent "Proposed Traffic." The intersection levels of service from the proposed traffic are then compared to the levels of service from the base model conditions to determine the degree of impact a given request has on the assumed buildout roadway system.

The proposed uses for the subject tract are quite dissimilar to the land uses which were already assumed for this property, so the traffic volumes that result from the proposed traffic assignment were significantly different from the base traffic assignment volumes. The proposed zoning could generate as much as 12,900 additional daily trip ends.

All of the intersections in the study area were shown to operate at Level of Service "D" or better under both existing and proposed traffic conditions, except the Shiloh Road/Plano Parkway intersection. This shows projected levels of service of "E" under both base and proposed zoning. The proposed zoning contributes between only 4% of the total traffic projected at this intersection.

Based on the review of this study, staff agrees with the conclusions of the traffic study that the proposed development can be successfully accommodated by the area roadway system, and the traffic generated by the proposed zoning does not create a significant negative impact on area intersection delays.

Xc: Lloyd E. Neal, P.E., Transportation Division Manager  
Eric Hill, Planner

October 21, 2008

**MEMO**

**TO:** Thomas H. Muehlenbeck, City Manager  
Frank F. Turner, Executive Director

**FROM:** Phyllis M. Jarrell, Director of Planning

**SUBJECT:** City of Richardson's Concerns about Zoning Case 2008-65

This zoning case is a request to create a planned development district at the northwest corner of Renner Road and Shiloh Road that would allow a mix of retail, office, multi-family, hotel, theater and other uses in a more urban style of development. The City of Richardson borders the property on the eastern and southern sides, and has expressed several concerns about the proposed zoning. As you may recall, this zoning case grew out of City Council's desire to see more restaurant and retail uses that would serve the employees in the Research Technology district. The Comprehensive Plan recommends this area as appropriate for research and technology uses, which allows limited retail and restaurant space and no residential development. However, the applicants' request also complies with the standards adopted in the 2006 Urban Centers Study in terms of its size, access to freeways/tollways and transit service. (DART's "Flex" route number 841 runs down Shiloh Road adjacent to the property and provides bus service to many of the major employers in the area, both in Plano and in Richardson.)

The City of Richardson's individual concerns are addressed below:

Absence of a Market Study and Timing of the Development – The City of Plano does not require market studies from applicants for zoning changes. The applicant is responsible for determining the market support for various uses and the timing or phasing of development based on the local economic environment. A preliminary site plan will be required for each phase to determine infrastructure, cross access, parking and other issues related to phasing.

Traffic Impact Analysis – The city requires a traffic impact analysis for zoning cases when the requested zoning will generate over 5,000 trips per day. A zoning TIA compares the trips generated by the existing zoning versus the proposed zoning. The TIA submitted by the applicants' traffic consultant indicated that, while congested under both existing and proposed conditions, intersections in the area could accommodate the traffic generated by the proposed development. Richardson's concerns centered on the accuracy of the NCTCOG traffic model used as the base level of information, the existing levels of service for the intersections, and the potential need for additional traffic mitigation as development occurs. Lloyd Neal, Transportation Engineering Manager, has reviewed the TIA in reference to these concerns. The NCTCOG model used by Plano and other area cities provides a frame of reference for traffic engineers to use in analyzing TIA's. The model information is general and may need adjustments based on the specific area or circumstance.

Mr. Neal reviewed the TIA projections for both the SH 190 frontage roads and the area intersections. Unlike the existing zoning, which allows primarily office and manufacturing uses, the proposed zoning allows uses that will have different peak traffic times throughout the day. These peak times may not be concurrent with the existing peak traffic periods on the road network. While congested under both existing and proposed conditions, the different peaking characteristics will allow intersections to operate satisfactorily during the course of the day. Typically, the PM peak would be analyzed with this combination of proposed land uses rather than the AM peak, since it best captures the maximum traffic on adjacent roadways with the peak generation time of the proposed development.

As the applicants submit plans for individual development projects on the property, additional TIA information will be required. Site plan TIA's are more detailed and focus on operational conditions and mitigation opportunities. Area intersections, for the most part, are already constructed with the standard intersection design with protected left turn lanes and free right turn lanes and few improvements can be made as traffic increases in the area.

PISD Review – The Planning Department routinely provides information to PISD on all new zoning cases and development projects. Because of the number of multi-family units proposed by the applicants, staff spoke with Mr. Richard Matkin, Associate Superintendent for Business Services, to see if the district had any concerns about the number of students that could be generated. Students from this area would attend schools in Plano, and Mr. Matkin has indicated that there is capacity in the assigned schools for new students, with the exception of Forman Elementary, which is presently above capacity.

Please let me know if you need additional information.

XC: Alan Upchurch, City Engineer  
Lloyd Neal, Transportation Engineering Manager  
Tom Elgin, Development Review Manager



OCT 16 2008

October 13, 2008

City Council  
Steve Mitchell  
Mayor  
Bob Townsend  
Mayor Pro Tem  
Rhea Allison  
John Murphy  
Gary A. Slagel  
Pris Hayes  
Dennis Stewart

Honorable Pat Evans  
Mayor  
City of Plano  
1520 Avenue K  
Plano TX 75074

Bill Keffler  
City Manager

Dear Mayor Evans: *Pat*

The City of Richardson is aware of a request for rezoning approximately 120 acres on Renner Road, east of SH 190. As you know, the application is scheduled for action by the Plano City Council on October 27<sup>th</sup>, following the recent passage of the request by the Plano Planning & Zoning Commission. The proposal would allow for numerous retail, office, commercial and entertainment uses in addition to a maximum of 1,200 multi-family units and 330 senior living units. In total, approximately 2.7 million square feet of new development would be permitted by the Planned Development.

As you are aware, Plano's Future Land Use Plan designates this site for RT Research Technology uses which include low density office, research and development facilities. The proposed PD represents a significant shift from the City's recommended land uses for this area which will have impacts extending beyond the corporate limits of Plano.

We appreciate the willingness of your staff to share information on this proposal including the concept plan and the Traffic Impact Analysis (TIA). Upon review of this information, we have identified the following concerns:

1. Without a market study, it is not possible to ascertain the timing of the development. While the concept plan indicates four phases, the amount or timing of development per phase is not clearly discernable.
2. Significant concerns involve the project's impact on traffic. Our staff's review of the applicant's TIA indicates the following:
  - (a) Plano requires a TransCad model projection of future traffic growth for zoning cases. The Plano model was originally based on the NCTCOG traffic model, however, the model is not accurate in the area of Renner Road and Shiloh Road. The Plano model actually projects a 24-hour traffic volume on Renner Road for the year 2020 that is lower than the existing 24-hour traffic volume.



P.O. Box 830309  
Richardson, TX  
75083-0309  
4723 750-4100  
Fax 972-744-5803  
<http://www.cor.net>

- (b) Traffic on Renner Road is heaviest in the AM Peak period, however, the TIA only evaluated future traffic conditions during the PM peak hour. The existing level of service (LOS) in the morning for the Renner Road/SH190 intersection is already very poor due to heavy traffic conditions.
  - (c) Based on observations of the existing traffic conditions and the large increase in volume anticipated from this development, additional traffic mitigation measures will likely be necessary along Renner Road, Shiloh Road, and the northbound SH 190 frontage road.
3. Based on the requested 1,200 multi-family units, has the Plano Independent School District (P.I.S.D.) had an opportunity to consider the prospective impact on their current school facilities in this area?

Due to the importance of these issues, we respectfully request that the Plano City Council delay its zoning consideration on October 27<sup>th</sup>, and provide for the needed time for the Cities of Plano and Richardson to better understand these issues. A more detailed evaluation is necessary to determine the actual impact of this proposal on traffic, as well as other implications resulting from the size of this proposed development. The City of Richardson appreciates your consideration of our concerns, and we look forward to a future opportunity to further discuss these matters with the City of Plano.

Sincerely,



Steve Mitchell  
Mayor

cc: Richardson City Council  
Tom Muehlenbeck, City Manager, City of Plano  
Bill Keffler, City Manager, City of Richardson

**ORDINANCE NO. \_\_\_\_\_**  
**(Zoning Case 2008-65)**

AN ORDINANCE OF THE CITY OF PLANO AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, SO AS TO REZONE 119.9± ACRES OUT OF THE JAMES T. MCCULLOUGH SURVEY, ABSTRACT NO. 633, THE JAMES T. MCCULLOUGH SURVEY, ABSTRACT NO. 585, THE W.M. BEVERLY SURVEY, ABSTRACT NO. 136, THE HEZEKIAH DOUGLAS SURVEY, ABSTRACT NO 272, AND THE J.B. ROUNTREE SURVEY, ABSTRACT NO. 759, LOCATED AT THE NORTHEAST CORNER OF STATE HIGHWAY 190 AND RENNER ROAD IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, FROM RESEARCH/TECHNOLOGY CENTER TO PLANNED DEVELOPMENT-207-RETAIL; 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.

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 27th day of October, 2008, for the purpose of considering rezoning 119.9± acres out of the James T. McCullough Survey, Abstract No. 633, the James T. McCullough Survey, Abstract No. 585, the W.M. Beverly Survey, Abstract No. 136, the Hezekiah Douglas Survey, Abstract No 272, and the J.B. Rountree Survey, Abstract No. 759, located at the northeast corner of State Highway 190 and Renner Road in the City of Plano, Collin County, Texas, from Research/Technology Center to Planned Development-207-Retail; and

**WHEREAS**, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 27th day of October, 2008; and

**WHEREAS**, the City Council is of the opinion and finds that such rezoning would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

**Section I.** The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to rezone {119.9± acres out of the James T. McCullough Survey, Abstract No. 633, the James T. McCullough Survey, Abstract No. 585, the W.M. Beverly Survey, Abstract No. 136, the Hezekiah Douglas Survey, Abstract No 272, and the J.B. Rountree Survey, Abstract No. 759, located at the northeast corner of State Highway 190 and Renner Road in the City of Plano, Collin County, Texas, from Research/Technology Center to Planned Development-207-Retail, said property being described in the legal description on Exhibit "A" attached hereto.

**Section II.** The change granted in Section I is granted subject to:

**General Standards**

1. The zoning exhibit shall be adopted as part of the ordinance.
2. Maximum Lot Coverage: 50%. If structured parking is provided, the maximum lot coverage may be increased to 70%.
3. Maximum Floor to Area Ratio: 1.75:1.
4. Maximum Height: For buildings with multifamily residential use, the maximum height shall be 5 stories, 75 feet. The maximum height for all other buildings shall be 20 stories.
5. Minimum Side Yard: None, except as required by building or fire codes.
6. Minimum Rear Yard: None, except as required by building or fire codes.
7. Parking Regulations:
  - a. The minimum required parking within the district shall be as follows:
    - Multifamily – One Bedroom or Less: One parking space per unit. Two Bedrooms: One and one-half parking spaces per unit. Three Bedrooms or More: Two spaces per unit.
    - Freestanding Restaurant – One space per 100 square feet of floor area.
    - Hotel – Per Section 3.1100 (Off-Street Parking and Loading.)
    - Theater - Per Section 3.1100 (Off-Street Parking and Loading.)
    - All Other Nonresidential Uses – One space per 300 square feet of floor area.

- b. On-street parking may count toward required parking and shall be permitted on both sides of interior public and quasi-public streets and fire lanes, except where prohibited for vehicular, fire, or pedestrian safety. On-street parking may be parallel, angle, or ninety-degree to the street. Where on-street parking is provided, islands shall be placed as a break to delineate travel lanes. An island break of a minimum six feet in width shall be placed no less than every 150 feet of continuous on-street parking.
- c. No off-street loading spaces are required. Off-street loading for the loading and unloading of merchandise and goods must not occur in public streets or fire lanes, but may occur in parking areas or private drive aisles. Designated off-street loading spaces for nonresidential uses, if provided, may not be located adjacent to or across a street or alley from buildings containing residential uses unless the loading dock is screened by solid metal gates, masonry screening walls, overhead doors, buildings, or any combination of these.
- d. Except for freestanding restaurants, no parking is required for outdoor patio and sidewalk dining areas or other public seating areas and open space.

#### Design Standards

- 8. Street Pattern: The maximum block length shall be 500 feet. Public streets, quasi-public streets, and/or fire lanes may be used to obtain this required block length.
- 9. Streetscape:
  - a. Along Wynnwood Drive, Wynhurst Drive, Wyngate Boulevard, Wynview Drive, and required named quasi-public streets, sidewalks with a minimum width of six feet shall be placed no more than six feet from back of curb. Street trees shall be provided at a rate of one tree per fifty linear feet of street.
  - b. Outdoor patio and sidewalk dining, as well as other public seating areas, are permitted within public rights-of-way provided accessible pathways are maintained.

#### 10. Building Design:

- a. Nonresidential, multi-use buildings, except for parking garages, shall have a minimum of 40% of the ground floor comprised of window area. Buildings fronting State Highway 190 frontage road, Renner Road and Shiloh Road are exempt from this requirement. For the purposes of this standard, ground floor is defined as that portion of a building from the street-level finish floor elevation and extending 12.5 feet above the street-level finish floor elevation.
- b. Canopies, balconies, stoops, bay windows, awnings, and other building projections may encroach up to five feet into the public right-of-way provided accessible pathways are maintained.

#### 11. Landscaping and Open Space:

- a. Except as stated in standard 10.b. below, landscaping shall be provided per Section 3.1200 (Landscaping Requirements) and Section 4.700 (190 Tollway/Plano Parkway Overlay District) except as follows:
  - i. No landscape edge is required along Wynnwood Drive, Wynhurst Drive, Wyngate Boulevard, Wynview Drive, and required named quasi-public streets.
  - ii. Landscape edge width may be reduced to 10 feet along Shiloh Road and along Renner Road between Wyngate Boulevard and Shiloh Road.
- b. A minimum five-foot landscape edge shall be provided between all surface parking lots and public and quasi-public streets. Street trees shall be provided at a rate of one tree per fifty linear feet of street.
- c. A minimum of two acres of open space shall be provided and shall be open to the public at all times. Open space shall have a minimum dimension of 80 feet.

#### 12. Screening:

- a. The rear and service sides of nonresidential buildings oriented toward residential use or open space shall be screened as provided in Section 3.1000 (Screening, Fence, and Wall Regulations.)

- b. Refuse and recycling containers shall not be located within 30 feet of a public or quasi-public street, unless internal to the building, and shall be screened from view from streets and open space in accordance with Section 3.1000 (Screening, Fence, and Wall Regulations.)
13. Fencing: For residential use only, fencing is allowed in the front yard setback up to eight feet in height. Fencing must be a minimum of 50% open.
14. Signage:
- a. For buildings fronting State Highway 190 frontage road, Renner Road, and Shiloh Road, signage must comply with Section 3.1600 (Sign Regulations) and Section 4.700 (190 Tollway/Plano Parkway Overlay District).
  - b. Signage for all other buildings must comply “Area A” standards within Subsection 3.1605 (Downtown Sign District.) Additionally, freestanding, single tenant buildings, may have monument signs per Section 4.700 (190 Tollway/Plano Parkway Overlay District.)

#### Multifamily Residential Development Standards

15. The maximum number of multifamily residential dwelling units shall be 1,200 units.
16. The minimum density for multifamily residential use is 35 dwelling units per acre.
17. Multifamily development shall be exempt from the supplemental regulations of Subsection 3.104 (Multifamily Residence.)

#### Standards Specific to Tracts 1 & 5-10

18. Uses:
- a. Multifamily use is an additional permitted use.
  - b. Car wash use is prohibited.
19. Building Design:
- a. Buildings fronting to Renner Road or Shiloh Road:
    - i. The minimum front yard setback shall be 10 feet.
    - ii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 30 feet of the right-of-way line unless restricted

by easements. Where easements are present, a minimum of 60% of each facade must be built to the easement line. The 30 feet distance may be increased to a maximum of 85 feet if parking or drive aisles are located between the building face and the street.

- b. Buildings fronting to Wynnwood Drive, Wynthurst Drive, Wyngate Boulevard, or Wynview Drive:
  - i. There is no minimum front yard setback.
  - ii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 60% of each facade must be built to the easement line.
- c. Buildings fronting required named quasi-public streets:
  - i. Front yard setbacks are measured from the street easement line.
  - ii. There is no minimum front yard setback.
  - iii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the street easement line.

#### Standards Specific to Tract 2

20. Uses: Car wash use is prohibited.

21. Building Design:

- a. Buildings fronting to Renner Road or Shiloh Road:
  - i. The minimum front yard setback shall be 30 feet.
  - ii. There is no maximum front yard setback.
- b. Buildings fronting to Wyngate Boulevard or Wynview Drive:
  - i. There is no minimum front yard setback.
  - ii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 60% of each facade must be built to the easement line.

#### Standards Specific to Tracts 3 & 4

## 22. Uses:

- a. Regional theater use and multifamily use are additional permitted uses.
- b. Car wash use is prohibited.

23. Street Pattern: Tract 4 shall be bisected by a named quasi-public street and shall comply with the streetscape requirements in standard 9 above.

## 24. Building Design:

- a. Buildings fronting to Wynnwood Drive, Wynthurst Drive, Wyngate Boulevard, or Wynview Drive:
  - i. There is no minimum front yard setback.
  - ii. Buildings shall be constructed such that a minimum of 50% of the façade falls within 30 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 50% of each facade must be built to the easement line. The 30 feet distance may be increased to a maximum of 100 feet if parking or drive aisles are located between the building face and the street.
- b. Buildings fronting required named quasi-public streets:
  - i. Front yard setbacks are measured from the street easement line.
  - ii. There is no minimum front yard setback.
  - iii. The maximum front yard setback shall be 15 feet unless restricted by easements. If easements are present, the facade must be built to the easement line.

**Section III.** It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

**Section V.** The repeal of any ordinance or part of ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now

pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

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

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

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

**PASSED AND APPROVED THIS THE 27TH DAY OF OCTOBER, 2008.**

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"  
LEGAL DESCRIPTION

ZC 2008-65

BEING all that certain lot, tract, or parcel of land situated in the James T. McCullough Survey, Abstract No. 633, the James T. McCullough Survey, Abstract No. 585, the W.M. Beverly Survey, Abstract No. 136, the Hezekiah Douglas Survey, Abstract No. 272, and the J.B. Rountree Survey, Abstract No. 759, in the City of Plano, Collin County, Texas, and being a portion of a 152.3951 acre tract of land conveyed by deed to J.C. Williams Company, Inc., recorded in Volume 1720, Page 855, Deed Records of Collin County, Texas; and also being conveyed to Briar Oaks, L.C., by deed recorded in instrument Number 93-0024803, Tract 2, Exhibit C, of the Deed Records of Collin County, Texas; and also being conveyed to Briar Oaks, L.C., by deed recorded in Instrument Number 93-0024803, Tract D, Exhibit C, of the Deed Records of Collin County, Texas; and also being all of Lot 7 and Lot 8, Block A of One Ninety & Jupiter Addition, an addition to the City of Plano, Collin County, Texas, as recorded in Volume 2007, Page 559, of the Map Records of Collin County, Texas; and also being all of Lot 2, Block 1 of Turnpike Commons Addition, an addition to the City of Plano, Collin County, Texas, as recorded in Volume 2006, Page 849, of the Map Records of Collin County, Texas; and also being all of Lot 1 and Lot 2, Block A of Hillary Acres Addition, an addition to the City of Plano, Collin County, Texas, as recorded in Volume 2007, Page 479, of the Map Records of Collin County, Texas; and also being all that certain tract of land conveyed to Patrick E. Hillary by deed recorded in Volume 2206, Page 185 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for a corner clip at the intersection of Shiloh Road (105 foot right-of-way) with the north right-of-way line of Renner Road (variable width right-of-way) as dedicated by plat thereof recorded in Cabinet F at Slide 78 of the Plat Records of Collin County, Texas;

THENCE South 44° 53' 09" West, for a distance of 14.16 feet to a 1/2-inch iron rod found on the north right-of-way line of Renner Road (variable width right-of-way);

THENCE South 89° 50' 00" West along the north right-of-way line of Renner Road, at a distance of 894.55 feet passing a 1/2-inch iron rod found for a corner clip at the intersection of Renner Road with the east right-of-way line of the aforementioned Wyngate Boulevard as dedicated by plat thereof recorded in Cabinet F at Slide 78 of the Plat Records of Collin County, Texas, at a distance of 974.56 feet passing a 1/2-inch for a corner clip at the intersection at the west right-of-way line of said Wyngate Boulevard with said Renner Road, and continuing on the north right-of-way line of said Renner Road for a total distance of 1,350.48 feet to a brass monument in concrete found for the southeast corner of a 13.5017 acre tract of land conveyed by deed to the State of Texas for State Highway No. 190 as recorded in Volume 3106 at Page 508 of the Deed Records of Collin County, Texas;

THENCE North 58° 10' 54" West, along the northeasterly right-of-way line of State Highway No. 190 for a distance of 83.68 feet to a 1/2-inch iron rod found for corner;

THENCE North 33° 46' 59" West and continuing along the northeasterly right-of-way line of State Highway No. 190 for a distance of 240.52 feet to a brass monument in concrete found for corner;

THENCE North 43° 07' 57" West and continuing along the northeasterly right-of-way line of State Highway No. 190 for a distance of 341.82 feet to a broken concrete monument found for corner;

THENCE North 53° 54' 04" West and continuing along the northeasterly right-of-way line of State Highway No. 190 for a distance of 149.64 feet to a 5/8-inch iron rod with red cap found for corner;

THENCE North, 53° 37' 43" West and continuing along the northeasterly right-of-way line of State Highway No. 190 for a distance of 788.53 feet to a broken concrete monument found for corner in the west line of the aforementioned 152.3951 acre tract and also being the southeast corner of Lot 7 in Block A of One-Ninety and Jupiter Addition, an addition to the City of Plano, Texas, according to the plat thereof recorded in Volume 2007 at Page 559 of the Plat Records of Collin County, Texas;

THENCE North 53° 40' 44" West and continuing along the northeasterly right-of-way line of State Highway No. 190 for a distance of 126.76 feet to a 1/2-inch iron rod found for corner;

THENCE North 55° 50' 14" West and continuing along the northeasterly right-of-way line of State Highway No. 190 for a distance of 39.34 feet to a 1/2-inch iron rod found for corner;

THENCE North 50° 07' 36" West, and continuing along the new northeasterly right-of-way line of State highway No. 190 as widened by Plat recorded in Volume 2007 and Page 559 of the Plat Records of Collin County, Texas for a distance of 120.60 feet to a 1/2-inch iron rod found for corner;

THENCE North 55° 50' 14" West, and continuing along the northeasterly right-of-way line of State Highway No. 190 as widened by Plat recorded in Volume 2007 and Page 559 of the Plat Records of Collin County, Texas, for a distance of 95.35 feet to a 1/2-inch iron rod found for corner in the common line of aforementioned Lot 7 and Lot 4R of Block A of aforementioned One-Ninety & Jupiter Addition;

THENCE North 34° 22' 14" East and departing the new northeasterly right-of-way line of State Highway No. 190 as widened by Plat recorded in Volume 2007 and Page 559 of the Plat Records of Collin County, Texas and along the common line of said Lot 4R and Lot 7 for a distance of 50.50 feet to a 1/2-inch iron rod found for corner;

THENCE North 55° 50' 14" West, and along the common line of said Lot 4R and Lot 7 for a distance of 12.20 feet to a 1/2-inch iron rod found for corner;

THENCE North 20° 25' 58" East and along the common line of said Lot 4R and Lot 7 for a distance of 613.49 feet to a 1/2-inch iron rod found for corner in the south right-of-way line of Wynwood Drive (60 foot right-of-way);

THENCE South 89° 56' 18" West along said south right-of-way line of Wynwood Drive (60 foot right-of-way) and the common north line of said Lot 4R for a distance of 34.88 feet to the beginning of the arc of a curve to the right, said curve having a radius of 50.00 feet, a delta angle of 144° 58' 30" and a chord bearing North 72° 32' 57" West, at a distance of 95.37 feet;

THENCE in a northwesterly direction for a distance of 126.51 feet along the arc of said curve to the right to a 1/2-inch iron rod found for corner at a common corner of said Lot 4R and said Lot 8, Block A of One Ninety & Jupiter Addition;

THENCE South 89° 56' 18" West and departing said Wynnewood Drive (60 foot right-of-way) along the common line of said Lot 4R and Lot 8 for a distance of 227.33 feet to a 1/2-iron rod found for the northwest corner of said Lot 4R, the common southwest corner of said Lot 8, and the common northwest corner of a 0.979 acre tract of land conveyed to Magnolia Lodging Development by deed recorded in Instrument Number 20070601000736900 of the Deed Records of Collin County, Texas;

THENCE North 20° 29' 47" East and departing said north line of Lot 4R and following along the west line of Lot 8 in Block A of the One Ninety and Jupiter Addition, for a distance of 490.18 feet to a 1/2-iron rod found for corner at the northwest corner of said Lot 8, same being in the southerly line of a tract of land described in a deed to Texas Power & Light Company, as recorded in Volume 576, Page 367, of the Deed Records of Collin County, Texas;

THENCE South 87° 27' 28" East along the southerly line of said Texas Power and Light Company tract for a distance of 1,056.86 feet to a 1/2-inch iron rod found for corner at the northwest corner of a tract of land described in a deed to WM Reality Partners L.P., ad recorded in Document No. 97-0082444, of the Deed Records of Collin County, Texas, and being the common northwest corner of Lot 2 in Block 1 of the Turnpike Commons Addition, an addition to the City of Plano, Collin County, Texas, as recorded in Volume 2006, Page 849, of the Map Records of Collin County, Texas;

THENCE South 87° 26' 57" East and continuing along the southerly line of said Texas Power & Light Company tract for a distance of 531.84 feet to a 1/2-inch iron rod found for corner at the northeast corner of said Lot 2 and the common northwest corner of Lot 1, Block 1, Turnpike Commons Addition, as recorded in Volume 2006, Page 849, of the Map Records of Collin County, Texas;

THENCE South  $00^{\circ} 01' 13''$  East, departing said southerly line of Texas Power & Light Company tract and along the common line of said Lot 1 and Lot 2, Block 1, Turnpike Commons Addition for a distance of 357.03 feet to a 1/2-inch iron rod found for corner at the southeast corner of said Lot 2, Block 1, Turnpike Commons Addition, same being in the north right-of-way line of aforesaid Wynwood Drive (60 foot right-of-way);

THENCE North  $89^{\circ} 56' 18''$  East and departing said Lot 2, Block 1, Turnpike Commons Addition and following along the north right-of-way line of aforesaid Wynwood Drive (60 foot right-of-way), for a total distance of 231.60 feet to a point for corner at the beginning of the arc of a curve to the right, said curve having a radius of 110.00 feet, a delta angle of  $90^{\circ} 00' 00''$  and a chord bearing South  $45^{\circ} 03' 42''$  East at a distance of 155.56 feet;

THENCE continuing along the north right-of-way line of aforesaid Wynwood Drive (60 foot right-of-way) in a southeasterly direction, passing the southeast corner of said Lot 1, Block 1, Turnpike Commons Addition and the common westerly northwest corner of Lot 1, Block 1 of the Southern Star Addition, an addition to the City of Plano, as recorded in Cabinet "K", Page 87D, of the Map Records of Collin County, Texas, and continuing on for a total arc distance of 172.79 feet to a corner in the east right-of-way line of aforesaid Wyngate Boulevard (60 foot right-of-way);

THENCE South  $00^{\circ} 03' 42''$  East and continuing along the east right-of-way line of said Wyngate Boulevard for a distance 338.93 feet to a 1/2-inch iron rod found for corner at the southerly southwest corner of said Lot 1, Block 1 of said Southern Star Addition;

THENCE North  $89^{\circ} 31' 46''$  East departing said east right-of-way line of Wyngate Boulevard (60 foot right-of-way) for a distance of 369.25 feet to the southeast corner of said Southern Star Addition, said corner also being the southwest corner of a tract of land described in a deed to Tiphany Equities Partnership, as recorded in Document No. 93-0023851, of the Deed Records of Collin County, Texas, and also being the common southwest corner of Lot 2, Block A, Hillary Acres Addition, an addition to the City of Plano, as recorded in Volume 2007, Page 479, of the Map Records of Collin County, Texas;

THENCE North  $01^{\circ} 30' 50''$  West and along the common line of said Lot 1, Block 1, Southern Star Addition and said Lot 2, Block A, Hillary Acres Addition for a distance of 665.83 feet to a 1/2-inch iron rod found for corner at the northwest corner of said Lot 2 and a common southwest corner of that certain tract of land conveyed to Patrick E. Hillary by deed recorded in Volume 2206, Page 185 of the Deed Records of Collin County, Texas;

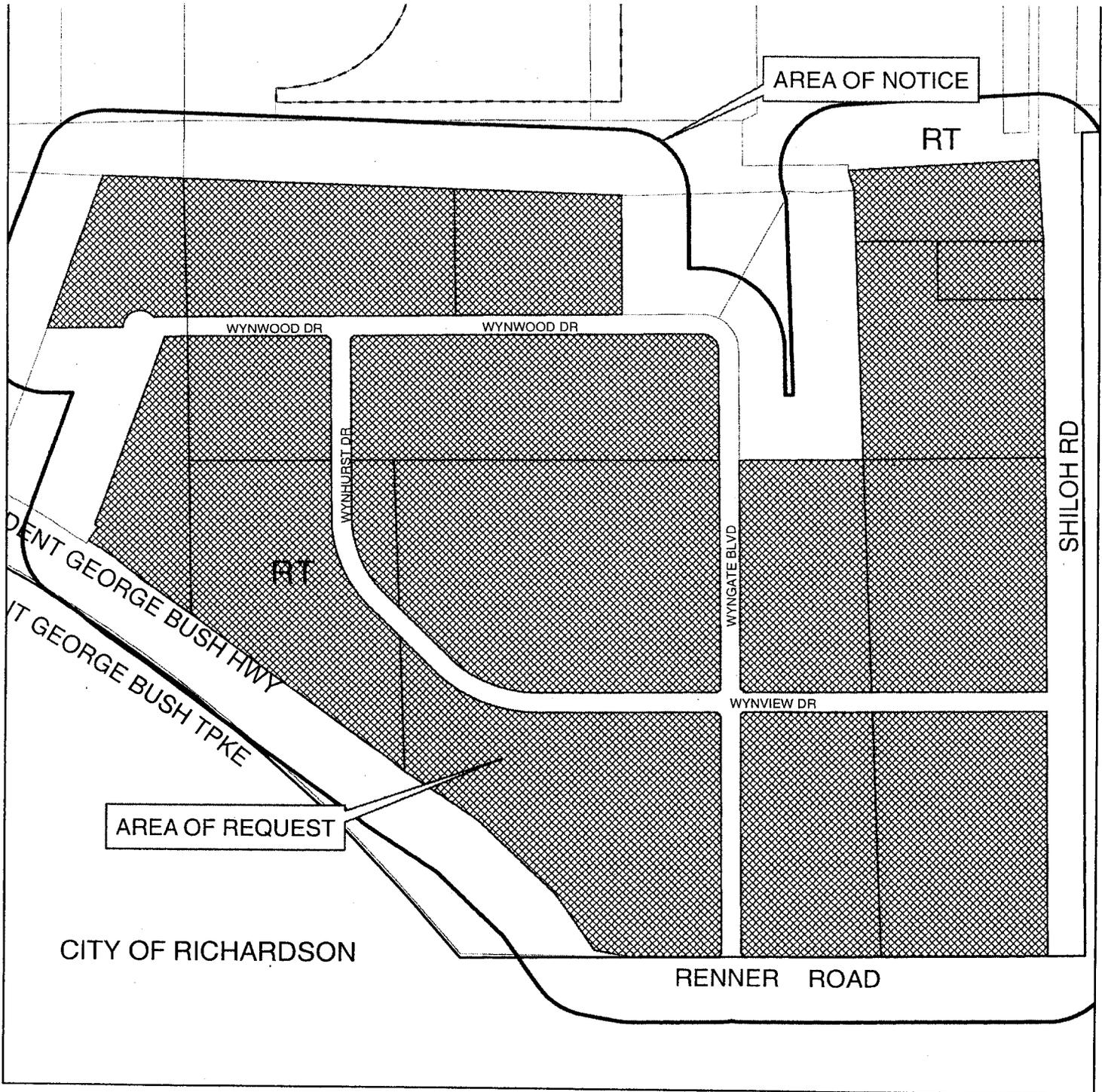
THENCE North  $01^{\circ} 40' 45''$  West and departing said Lot 2, Block A, Hillary Acres Addition, passing the northeast corner of said Lot 1, Block 1, Southern Star Addition and common corner of aforesaid Texas Power & Light Company tract, as recorded in Volume 576, Page 367, of the Deed Records of Collin County, Texas, and continuing on for a total distance of 219.73 feet to a 1/2-inch iron rod found for corner at the northwest corner of said Patrick E. Hillary tract;

THENCE North  $87^{\circ} 02' 59''$  East for a distance of 571.40 feet to a 1/2-inch iron rod found for corner at the northeast corner of said Patrick E. Hillary tract, same being in the west right-of-way line of aforesaid Shiloh Road;

THENCE South  $00^{\circ} 26' 33''$  West and following along the west right-of-way line of said Shiloh Road for a distance of 250.97 feet to a 1/2-inch iron rod found for corner at the southeast corner of said Patrick E. Hillary tract and the common northeast corner of Lot 1, Block A, Hillary Acres Addition, as recorded in Volume 2007, Page 479, of the Map Records of Collin County, Texas;

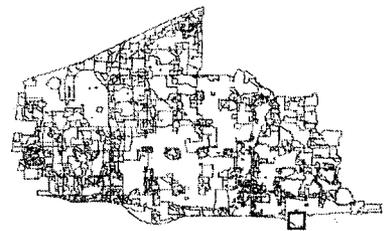
THENCE South  $00^{\circ} 00' 06''$  East and continuing along the west right-of-way line of said Shiloh Road, passing a 1/2-inch iron rod found at the southeast corner of said Lot 1 and a common easterly northeast corner of aforesaid Lot 2, Block A, Hillary Acres Addition, and continuing on for a total distance of 669.21 feet to a 1/2-inch iron rod found for corner at the southeast corner of said Lot 2;

THENCE South  $00^{\circ} 06' 44''$  East and continuing along the west right-of-way line of said Shiloh Road (105 foot right-of-way) at a distance of 702.05 feet passing a 1/2-inch iron rod found in the northerly end of a corner clip at the intersection of said west right-of-way line of Shiloh Road (105 foot right-of-way) and said north right-of-way line of Wynview Drive (60 foot right-of-way), at a distance of 782.04 feet passing a 1/2-iron rod found in the southerly end of a corner clip at the intersection of said west right-of-way line of Shiloh Road and said south right-of-way line of Wynview Drive, and continuing on along said west right-of-way line of said Shiloh Road (105 foot right-of-way) for a total distance of 1,507.14 feet to the POINT OF BEGINNING and CONTAINING 119.9139 acres of land, more or less.



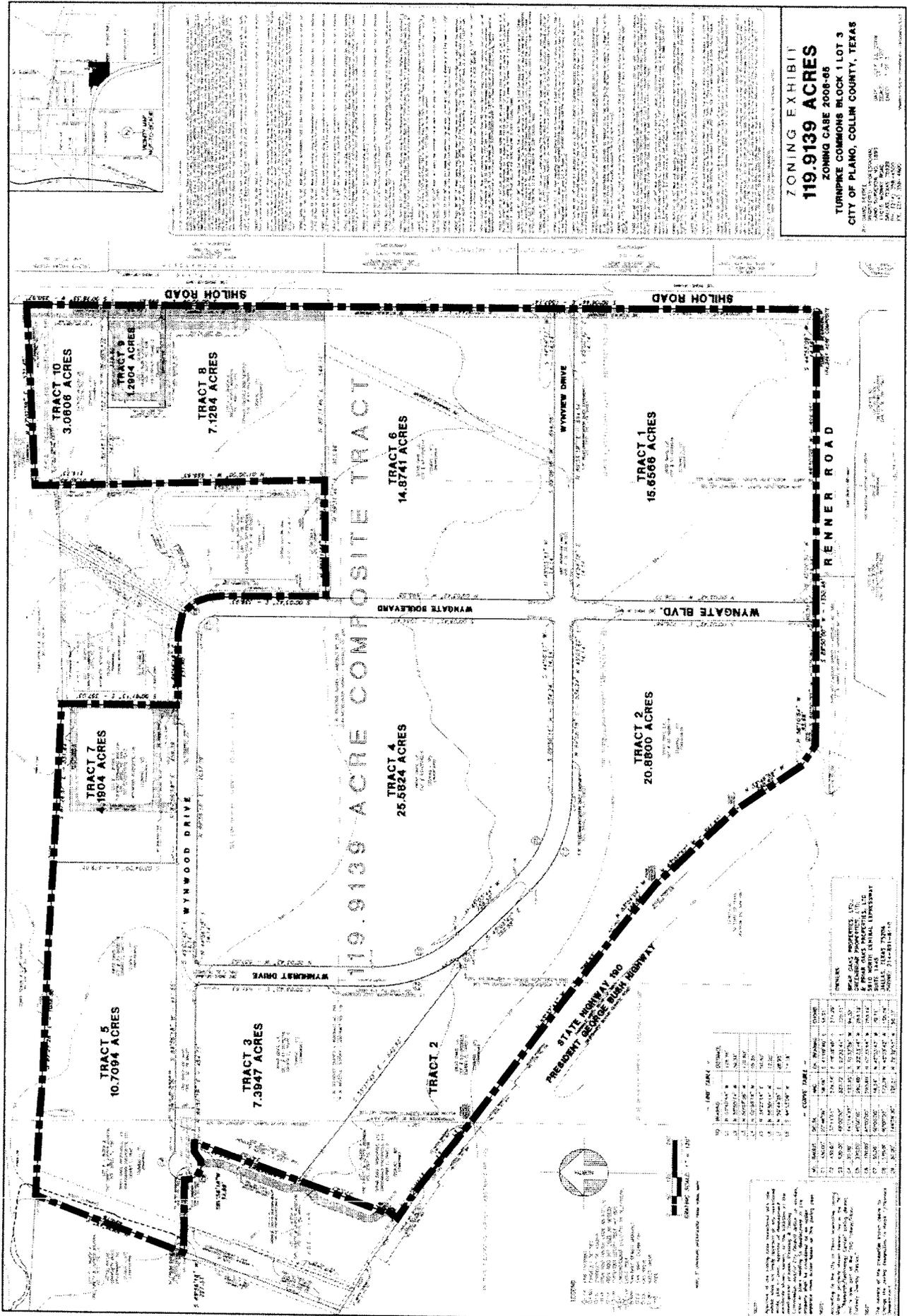
Zoning Case #: 2008-65

Existing Zoning: RESEARCH/TECHNOLOGY CENTER/  
190 TOLLWAY/PLANO PARKWAY OVERLAY DISTRICT



○ 200' Notification Buffer







**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>10/27/08</b>	Reviewed by Legal <i>FM</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Planning		Initials	Date
Department Head	P. Jarrell	Executive Director	<i>[Signature]</i>	<i>10/16/08</i>
Dept Signature:	<i>P. Jarrell</i>	City Manager	<i>[Signature]</i>	<i>10/16/08</i>
Agenda Coordinator (include phone #): <b>T. Stuckey - 7156</b>				

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

**CAPTION**

Discussion and Direction to Consider Calling a Public Hearing to Amend the Private Club Regulations in the Zoning Ordinance.

**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**

At its October 13<sup>th</sup> meeting, City Council asked to have this item scheduled on a future agenda for discussion. Please see attached memo.

List of Supporting Documents:  
Memo

Other Departments, Boards, Commissions or Agencies

October 15, 2008

**MEMO**

**TO:** Thomas H. Muehlenbeck, City Manager  
Frank F. Turner, Executive Director

**FROM:**  Phyllis M. Jarrell, Director of Planning

**SUBJECT:** Private Club Regulations

In 2005, Plano citizens voted to approve the sale of mixed beverages in restaurants by a food and beverage certificate holder. A food and beverage certificate holder is prohibited from deriving more than 50% of their gross revenue from the sale of alcoholic beverages. We are aware that restaurants that are oriented to dinner and late evening service find it difficult to meet the revenue limitations imposed by the food and beverage certificate. Urban centers, such as downtown Plano and Legacy Town Center, typically contain restaurants and entertainment venues that cater to nighttime customers. The city cannot alter the limitations of state law on food and beverage certificate holders; however, it may offer businesses an alternative licensing option by amending local regulation affecting private clubs.

The city's Zoning Ordinance defines a private club as *"An establishment providing social and dining facilities, as well as alcoholic beverage service, to an association of persons, and otherwise falling within the definition of, and permitted under the provisions of, that portion of Title 3, Chapter 32, Vernon's Texas Codes Annotated, Alcoholic Beverage Code, as the same may be hereinafter amended, and as it pertains to the operation of private clubs."* Private clubs are permitted within all non-residential zoning districts by Specific Use Permit, with the exception of the Light Industrial-2 and Office-1 zoning districts, and are permitted in any zoning district when associated with a country club. Section 3.105 of the Zoning Ordinance contains additional regulations pertaining to private clubs, including a requirement that 65% of the club's gross receipts be derived from the sale of food. Other local requirements are a minimum 80 dining chairs, limitations on the number of private clubs based on the location, and distance separations from churches, schools and other uses that exceed the state's requirements.

The ordinance could be amended to permit private clubs as a use by right within selected zoning districts without applying the same regulations pertaining to private clubs allowed by Specific Use Permit. In these districts, only the standards of state law would apply to the regulation of alcoholic beverages. In all other districts, where a specific use permit would still be required, Plano's local regulations would remain in

effect. This approach might be applied to the Business Government (Downtown Plano) and Central Business-I (Legacy Town Center) districts, which are emerging as distinctive districts.

Should the Council want to consider this or other options, staff asks that that the Council call a public hearing at its October 27<sup>th</sup> meeting to consider an amendment to the zoning ordinance related to the regulation of private clubs, and refer the matter to the Planning and Zoning Commission for its consideration.

Please let me know if you need additional information.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		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:	<b>10/27/08</b>	Reviewed by Legal <i>pu</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Executive Director		Initials	Date
Department Head	Rod Hogan	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	<i>[Signature]</i>
Agenda Coordinator (include phone #): <b>Nancy Rodriguez X7510</b>				
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				
<b>CAPTION</b>				
A RESOLUTION OF THE CITY OF PLANO, TEXAS, AUTHORIZING THE CITIES AGGREGATION POWER PROJECT, INC. (CAPP) TO NEGOTIATE AN ELECTRIC SUPPLY AGREEMENT FOR DELIVERIES OF ELECTRICITY AND NECESSARY, RELATED SERVICES EFFECTIVE JANUARY 1, 2009; AUTHORIZING CAPP TO ACT AS AN AGENT ON BEHALF OF THE CITY TO ENTER INTO A CONTRACT FOR ELECTRICITY; APPROVING CAPP CONTRACTING WITH FPL ENERGY AND DIRECT ENERGY AND AUTHORIZING THE CHAIRMAN OF CAPP TO EXECUTE AN ELECTRIC SUPPLY AGREEMENT FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2009; COMMITTING TO BUDGET FOR ENERGY PURCHASES AND TO HONOR THE CITY'S COMMITMENTS TO PURCHASE POWER THROUGH CAPP FOR ITS ELECTRICAL NEEDS BEGINNING JANUARY 1, 2009 THROUGH DECEMBER 31, 2013; AND PROVIDING AN EFFECTIVE DATE.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
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:				
<b>SUMMARY OF ITEM</b>				
This Resolution will allow the City of Plano to extend its current electric for 5 years providing a substantial savings in electric costs.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



P.O. Box 860358  
Plano, Texas 75086-0358  
972-941-7000  
Fax. No. 972-941-0099  
<http://www.ci.plano.tx.us>

## MEMORANDUM

DATE: October 17, 2008

TO: Mayor and City Council

CC: Thomas H. Muehlenbeck, City Manager

FROM: James R. Hogan, Executive Director 

SUBJECT: CAPP Long Term Energy Agreement

CAPP and Luminant Energy has offered the City of Plano and other CAPP member cities a very unique twenty-four year agreement for a fixed price, long term contract for a portion of CAPP electrical energy needs. This concept has been evolving for several years with the thought of trying to create stability for member cities during their annual budgeting process. The City Attorney's third party legal review and CAPP's legal consultant has briefed the City Council regarding all the issues involved in contracting with CAPP and Luminant Energy. Based on these briefings and other considerations that will be further discussed below, the staff is recommending that the Council pass a resolution authorizing CAPP to enter into a five year extension with CAPP and Florida Power and Light and not execute the long term agreement.

As the staff began to review the financial benefits, we used CAPP's energy consultant's indicative pricing for electricity from Friday, October 10, 2008. Electrical energy costs are anything but stable in Texas. So much of what CAPP does for its members is find the best energy experts in Texas and use the power of aggregation to find savings in today's volatile energy market.

The City has two opportunities to reduce this volatility for budget purposes and lock up a significant savings verses buying electricity annually on the open retail market, as follows:

- A long term contract with CAPP for a twenty-four year arrangement with Luminant Energy to buy CAPP's base load requirements. This agreement has the potential for significant long term savings and as discussed on Monday evening, a number of risks associated with the length of the proposed contract and other financial concepts that were outlined during that briefing.
- A five year extension with our current provider Florida Power and Light (FP&L). This option gives the City a five year window with significant savings and budget predictability during the extension period. **It is important to remember that prices quoted on October 10<sup>th</sup> will most likely change before the Council can act on this issue on October 27<sup>th</sup> agenda.** Energy prices are set on a daily basis so until the Council authorizes a resolution for CAPP to lock in the five or twenty-four year deal, all of the projected savings and market prices included in this memorandum are only indicative and will not reflect the actual savings or market price.

For Fiscal Year 08/09, the City has allocated 11.8 million dollars for electricity. Considering that CAPP's energy consultant assumes the retail electric market price for energy for the next five

6-2

years will range between 7.88¢ per kWh and 8.55¢ per kWh (the projected electrical energy price just four weeks ago was about 10.5¢ per kWh). The consultant's cost projections for the long term contract will range between 7.75¢ and 8.19¢ and the five year extension will range from 7.65¢ to 8.28¢. Using those assumptions and considering a comparison to the retail market price for five years, the long term contract could provide a savings of approximately \$842,000. The five year extension with FP&L using the same market assumptions will yield a total savings over five years of approximately \$713,000.

There is one other point regarding the City's participation on the long term contract. The City Council has supported the City's efforts to facilitate a sustainable or "Green" culture in the organization and community. Given the fact that coal-based electric generation will be a major factor in the long term energy needs for Texas, there seems to be a mixed signal sent regarding Plano pledging a tax obligation directly tied to three coal generation facilities rather than purchasing power from a blended energy market that includes nuclear, natural gas, wind and coal.

The Staff feels there will be other opportunities for CAPP to secure additional capacity for its membership that would give Plano a chance to lock in a predictable rate over time. There are a number of CAPP members that are looking for additional capacity. Combining our electrical energy needs with theirs can create a block of power that might be attractive to other electrical generators in Texas. Our staff will continue to work with the CAPP Board of Directors to explore future contracts that would identify reducing some of the perceived risk involved with a twenty-four year agreement.

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

**A RESOLUTION OF THE CITY OF PLANO, TEXAS, AUTHORIZING THE CITIES AGGREGATION POWER PROJECT, INC. (CAPP) TO NEGOTIATE AN ELECTRIC SUPPLY AGREEMENT FOR DELIVERIES OF ELECTRICITY AND NECESSARY, RELATED SERVICES EFFECTIVE JANUARY 1, 2009; AUTHORIZING CAPP TO ACT AS AN AGENT ON BEHALF OF THE CITY TO ENTER INTO A CONTRACT FOR ELECTRICITY; APPROVING CAPP CONTRACTING WITH FPL ENERGY AND DIRECT ENERGY AND AUTHORIZING THE CHAIRMAN OF CAPP TO EXECUTE AN ELECTRIC SUPPLY AGREEMENT FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2009; COMMITTING TO BUDGET FOR ENERGY PURCHASES AND TO HONOR THE CITY'S COMMITMENTS TO PURCHASE POWER THROUGH CAPP FOR ITS ELECTRICAL NEEDS BEGINNING JANUARY 1, 2009 THROUGH DECEMBER 31, 2013; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Plano, Texas (City) is a member of Cities Aggregation Power Project, Inc. (CAPP), a nonprofit political subdivision corporation dedicated to securing electric power for its 111 political subdivision members in the competitive retail market; and

**WHEREAS,** CAPP negotiated favorable contract terms and a reasonable commodity price for delivered electricity since 2002 resulting in significant savings for its members; and

**WHEREAS,** the City's current contract for power expires December 31, 2008; and

**WHEREAS,** CAPP members must secure power supplies for 2009 or revert to high price standard contracts and independently shop for a power contract; and

**WHEREAS,** the CAPP Board of Directors is currently considering indicative retail energy prices that point to favorable pricing for the five year period ending December 31, 2013; and

**WHEREAS,** power providers desire to execute a contract with one, and only one, entity rather than have unique contracts for each CAPP member; and

**WHEREAS,** CAPP believes that the pricing opportunity window for favorable 2009 deliveries will be short-lived and that CAPP must be able to commit contractually to prices within a 24-hour period in order to lock-in favorable prices; and

**WHEREAS,** experiences in contracting for CAPP load since 2002 demonstrated that providers demand immediate response to an offer and may penalize delay with higher prices; and

**WHEREAS,** aggregated rates contracted during favorable pricing periods are likely to be lower than prices obtained by the City contracting individually during the same time period; and

**WHEREAS**, suppliers demand assurance that CAPP will pay for all contracted load;  
and

**WHEREAS**, the City needs to assure CAPP that it will budget for energy purchases and honor its commitments to purchase power for its electrical needs through CAPP for the period beginning January 1, 2009, and extending through December 31, 2013; and

**WHEREAS**, CAPP intends to continue to contract with both FPL Energy (power supply) and Direct Energy (billing, administrative and other customer services); and

**WHEREAS**, the current contractual relationships between CAPP and FPL Energy and Direct Energy have been beneficial and cost effective for CAPP members and the City.

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

**Section I.** That the CAPP Board and its consultants and advisors are agents authorized to negotiate for the City's electric power needs as a member of CAPP and to contract for the electric power supply and related, necessary services for the City for a term to begin January 1, 2009 and extending up to December 31, 2013.

**Section II.** That the City approves CAPP contracting with FPL Energy and Direct Energy for the supply of electric power and related, necessary services for the City for a term to begin January 1, 2009 and extending up to December 31, 2013.

**Section III.** That the Chairman of CAPP is hereby authorized to sign a Commercial Electric Service Agreement ("CESA") for the City pursuant to the contract approved and recommended by the CAPP Board of Directors within 24 hours of said approval and recommendation.

**Section IV.** That the City will budget and approve funds necessary to pay electricity costs proportionate to the City's load under the supply agreement arranged by CAPP and the CESA signed by the Chairman of CAPP on behalf of the City for the term beginning January 1, 2009 and extending up to December 31, 2013.

**Section V.** That a copy of the resolution shall be sent to Mary Bunkley with the City Attorney's office in Arlington and Geoffrey M. Gay, legal counsel to CAPP.

**Section VI.** This resolution shall become effective immediately upon its passage.

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

Page 3

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF  
PLANO, TEXAS, ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

\_\_\_\_\_  
Pat Evans, **MAYOR**

**ATTEST:**

\_\_\_\_\_  
Diane Zucco, **CITY SECRETARY**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Diane C. Wetherbee, **CITY ATTORNEY**