

PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M., JANUARY 9, 2006, AND PRELIMINARY OPEN MEETING IMMEDIATELY THEREAFTER, IN THE PLANO MUNICIPAL BUILDING, 1520 K AVENUE, IN COMPLIANCE WITH VERNON'S TEXAS CODES ANNOTATED, GOVERNMENT CODE CHAPTER 551 (OPEN MEETINGS ACT), AS FOLLOWS:

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

EXECUTIVE SESSION

- | | | | |
|------|--|-----------|---------|
| I. | Legal Advice | Wetherbee | 5 min |
| | A. Respond to questions and receive legal advice on agenda items | | |
| II. | Litigation:
Michael Avera v. City of Plano, Texas | Wetherbee | 5 min. |
| III. | Personnel | Council | 20 min. |
| | A. Appointments
Building Standards Commission | | |
| | B. Evaluation of Council Appointees | | |

PRELIMINARY OPEN MEETING

- | | | | |
|------|---|---------|---------|
| I. | Consideration and action resulting from executive session discussion: Personnel Appointment – Building Standards Commission | Council | 5 min. |
| II. | Discussion and Direction re Reallocation of Arts Funding | Wear | 15 min. |
| III. | Discussion and Direction re Traffic Analysis, Spring Creek/Coit Intersection Improvements | Neal | 10 min. |
| IV. | SH121 Briefing | Johnson | 10 min. |
| V. | Personnel Appointments
Heritage Commission | Council | 5 min. |

VI.	Comprehensive Monthly Financial Report – November	McGrane	10 min.
VII.	Council items for discussion/action on future agendas	Council	5 min.
VIII.	Consent and Regular Agenda	Council	5 min.
IX.	Council Reports	Council	5 min.
	A. Council May Receive Information, discuss and provide direction on the following reports:		
	B. Council may receive reports from its other members who serve as liaisons to boards, commissions, and committees		

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

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



CITY COUNCIL

1520 AVENUE K

DATE: January 9, 2006

CALL TO ORDER: 7:00 p.m.

INVOCATION:

PLEDGE OF ALLEGIANCE: Cub Scout Pack 280, Den 2

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS AND SPECIAL RECOGNITION</u></p> <p>Special Recognition for Hurricanes Rita/Katrina Community Support</p> <p><u>CERTIFICATE OF APPRECIATION</u></p> <p><u>Heritage Commission</u> Sharon L. Kite</p> <p><u>GENERAL DISCUSSION</u></p> <p>In accordance with the Open Meeting Act, the City Council will hear comments of public interest, but any discussion shall be limited to placing the item on a future agenda for further consideration.</p> <p>Remarks are limited to five (5) minutes per speaker, with a maximum of 30 total minutes of testimony. Other time restraints may be directed by the Mayor.</p> <p>Specific factual information or an explanation of current policy may be made in response to an inquiry; but any discussion or decision must be limited to a proposal to place the item on a future agenda. Speakers will be notified when speaking time has expired.</p> <p><u>BOARD/COMMISSION REPORTS</u></p> <p>Senior Citizens Advisory Board, Joseph Celso, Chair</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>CONSENT AGENDA</p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial.</u></p> <p><u>Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. The Council will then take action on the remainder of the Consent Agenda items. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p>(a) <u>Approval of Minutes</u> December 20, 2005</p> <p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p> <p>(b) CSP No. 2005-241-C for Telecom Expense Management Software to AnchorPoint in the amount of \$75,000.</p> <p>(c) Bid No. 2006-36-C for Tire Re-Capping Service to Southern Tire Mart in the amount of \$75,575.</p> <p>(d) Bid No. 2006-51B for Avenue P – Park Boulevard to 18th Street and Ridgetop Lane to TriCon Services, Inc. in the amount of \$2,149,820. The project consists of reconstruction of paving, sidewalks, street markings, water, sanitary sewer, and additional drainage in Avenue P and the construction of the north half of Ridgetop Lane east of San Gabriel Drive.</p> <p>Purchase from Existing Contract/Agreement: (Purchase of products/services through Cooperative Purchasing Interlocal Contract with another governmental/quasi-governmental agency or an additional purchase from current City of Plano annual purchase agreement).</p> <p>(e) To authorize the purchase of twenty-one (21) Crown Victoria Police Interceptors and one (1) Unmarked Patrol Car in the total amount of \$474,641 from Philpott Ford Motors, through a Tarrant County Joint Venture/Purchasing Cooperative Purchase Program and authorizing the City Manager to execute all necessary documents. (2001-125)</p> <p>(f) To authorize the purchase of Emergency Light Bar and Siren Units in the amount of \$51,350 from Emergency Vehicle Equipment Company through a Tarrant County Purchasing contract, and authorizing the City Manager to execute all necessary documents. (Contract #2005-139)</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p> <p>(g) To approve the terms and conditions of RFP #2005-249-B for consulting services to Executive Solution Partners, L.L.P. in the amount of \$95,000. This item will provide consulting services to develop a strategic marketing plan and analyze, evaluate and address areas related to Plano Centre.</p> <p>Approval of Request</p> <p>(h) To approve a request for an increase in the maximum allowable flagpole height from 50 feet to 65 feet at various Plano Independent School District campuses to accommodate concealed cellular antennas and equipment.</p> <p>Reimbursement of Oversize Participation</p> <p>(i) To approve and authorize reimbursement to Velasco Ridgeview L.P. for oversize participation for paving improvements in Ridgeview Drive associated with construction of the Ridgeview Villas, in the amount of \$42,794.</p> <p>(j) To approve and authorize reimbursement to the Collin County Chinese Fellowship Church for oversize participation for paving improvements in McDermott Road, in the amount of \$42,413.</p> <p><u>Adoption of Resolutions</u></p> <p>(k) To approve the purchase of software and hardware maintenance for the Plano Public Library System for the Horizon System from SirsiDynix, a sole source supplier of said services, in an amount not to exceed \$69,143; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the purchase approved herein; and providing an effective date.</p> <p>(l) To give notice of the City Council’s intention to issue City of Plano, Texas Combination Tax and Revenue Certificates of Obligation, Series 2006.</p> <p>(m) To approve the dedication of a 340 square foot water line easement located west of Ohio Drive and approximately 2090 feet north of Spring Creek Parkway in, under and across property owned by the City of Plano, Texas, said property situated in the Jesse Stiff Survey, Abstract No. 793, in the City of Plano, Collin County, Texas, and providing an effective date.</p> <p>(n) To support the implementation of a county-wide initiative for the widening and expansion of U.S. 75, Central Expressway, through Collin County, Texas; authorizing review of available funding options; expressing support for retaining a qualified consultant for the review and evaluation of the project; providing a severability clause, and providing an effective date.</p> <p>(o) To approve the terms and conditions of an interlocal agreement by and between Denton County and the City of Plano for the installation of a water line along the south side of State Highway 121 between Spring Creek Parkway and the North Dallas Toll Road; authorizing its execution by the City Manager; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(p)	<p>To approve the terms and conditions of a real estate contract by and between the City of Plano, Texas, and Tsay Properties Parker Square, Ltd., for the purchase of 4.290 acres of land, located at the northwest quadrant of Parker Road and Coit Road, situated in the Mary and Sally Owens Survey, Abstract No. 672, or the construction of Fire Station No. 12, Logistics Facility and Emergency Operations Center and being a part of Lot 1R, Block 1, Parker Coit Addition, in the City of Plano, Collin County, Texas; authorizing its execution by the City Manager; and providing an effective date.</p>	
	<p><u>Adoption of Ordinances</u></p>	
(q)	<p>To revise Section 2-107 Appearance by Past Officer or Employee, Article IV. Code of Conduct, Chapter 2 Administration, of the Code of Ordinances of the City of Plano to clarify the restriction for former employees relating to appearances before the Council, boards or commissions and providing services to the City; providing a publication clause; and providing an effective date.</p>	
(r)	<p>To abandon all right, title and interest of the City, in and to a portion of that certain 15' water easement recorded in Volume 4167 at Page 380 of the Deed Records of Collin County and being situated in the H.N. Thompson Survey, Abstract No. 896, located in the northeast corner of the Dallas North Tollway and Headquarters Drive, which is located within the City limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in a portion of such easement to the abutting property owner, EDS Information Services, L.L.C., to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date.</p>	
(s)	<p>To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, so as to rezone 22.5± acres located at the southeast corner of Preston Road and Parker Road in the City of Plano, Collin County, Texas, from Agricultural to Neighborhood Office (O-1), Patio Home (PH) and Single-Family Residence Attached (SF-A) and granting Specific Use Permit No. 566 for Bank, Savings & Loan, or Credit Union; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Zoning Case 2005-05. Public Hearing held and zoning request approved 10/24/05.</p>	
(t)	<p>To transfer the sum of \$1,326,000 from the Water and Sewer Fund Unappropriated Fund Balance to the Environmental Waste Fund Operating Appropriation for Fiscal Year 2005-06 for the purpose of additional funding in the form of a 50% payment and a 50% loan for the Environmental Education Building; amending the budget of the City and Ordinance No. 2005-9-12, as amended, to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.</p>	
	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>The purpose of a Public Hearing is to receive input and information with the clarification that the focus of the City Council is on the singularly presented position, and not on repetition. To more effectively consider all presentations, applicants will limit their presentations to 15 minutes with a five (5) minute rebuttal time, if needed. All other speakers will be limited to a maximum of 30 total minutes of testimony, and three minutes per individual on any single issue. Other time restraints may be imposed at the discretion of the Mayor.</u></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(1)	<p>Public Hearing and an ordinance as requested in Zoning Case 2005-48 – To repeal in its entirety Ordinance No. 85-3-7, thereby rescinding Specific Use Permit No. 29 for the additional use of Private Club; amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, to grant Specific Use Permit No. 572 so as to allow the additional use of Dance Hall on 0.1± acre of land located 657± feet west of U.S. Highway 75 and 744± feet east of Premier Drive in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial with Specific Use Permit No. 29 for Private Club; 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: Lindell Denham</p>	
(2)	<p>Public Hearing and an ordinance as requested in Zoning Case 2005-49 – To repeal in its entirety Ordinance No. 93-9-10; thereby rescinding Specific Use Permit No. 230 for the additional use of Indoor Commercial Amusement on one lot on 13.0± acres of land located at the northwest corner of 15th Street and Coit Road in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano</p>	
(3)	<p>An appeal of the Planning and Zoning Commission’s denial of a request for a revised site plan for Malaby Addition, Block 1, Lots 1-4 & Outlot 1, & Block 2, Lots 5-10B located on the west side of K Avenue, north of 10th Street. Zoned Light Commercial with Specific Use Permit #515 for Recreation Vehicle Sales and Service. Applicant: Plano Marine</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>	



January 4, 2006

Pat Evans
Mayor

Ken Lambert
Mayor Pro Tem

Scott Johnson
Deputy Mayor Pro Tem

Shep Stahel
Place 1

Loretta Ellerbe
Place 3

Sally Magnuson
Place 4

Harry LaRosiliere
Place 5

Jean Callison
Place 7

Thomas H. Muehlenbeck
City Manager

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

Honorable Mayor and City Council:

We will begin our meeting Monday evening in Executive Session with legal advice, litigation, and personnel.

The Preliminary Open Meeting agenda consists of discussion and direction regarding reallocation of arts funding, discussion and direction regarding the traffic analysis on the Spring Creek/Coit intersection improvements and a briefing regarding SH 121. You also have one personnel appointment to the Heritage Commission to consider.

I look forward to seeing you Monday evening.

Sincerely yours,

Thomas H. Muehlenbeck
City Manager

THM/bn

Memorandum

Date: January 3, 2006
To: Thomas H. Muehlenbeck, City Manager
From: Don Wendell, Director of Parks and Recreation *DW*
Subject: Reallocation of Arts Funds

At the City Council meeting of December 20, 2005, Cultural Affairs Commission Chair Patricia Madigan and Creative Arts Manager Jim Wear discussed the possibility of reallocating the arts funds that were originally earmarked for the Plano Repertory Theatre (PRT).

The Council requested additional information regarding the following:

- the amount of unallocated arts funds available.
- the anticipated new business at the Courtyard Theater that would help offset revenues lost by the closing of PRT.
- the Art Centre of Plano's request for additional funding.
- the amount of current and previous arts fund allocations to the arts organizations.

Attached are three documents which provide the requested information. In summary, after subtracting the amount to help offset lost revenues at the Courtyard Theater, **\$66,974** is available for reallocation. If the Council wishes to provide the additional funds requested by the Art Centre of Plano, then the amount available for reallocation becomes **\$28,974**.

Jim Wear will attend the City Council's Preliminary Open Meeting on January 9, 2006 to continue the discussion regarding the use of the unallocated arts funds.

Amila

Arts Funding Reallocation

	Original arts funding budget for FY 2005-06
\$511,000	
\$511,671	Revised arts funding budget for FY 2005-06 due to increased hotel tax revenues
419,492	Minus amount allocated for grants - <u>not</u> including PRT grant of \$91,501
\$92,179	Balance of arts funding budget
\$11,041	Lost revenues for 2005 PRT season ¹ - \$8,730 for FY 2004-05 and \$2,311 for FY 2005-06
44,000	Plus projected lost revenues for 2006 PRT season - \$29,750 for FY 2005-06 and \$14,250 for FY 2006-07
\$55,041	Total lost and projected lost revenues
29,836	Minus bookings used to fill PRT dates, as of 12/28/05
\$25,205	Re-estimated lost and projected lost revenues
\$92,179	Balance of arts funding budget
25,205	Minus re-estimated lost and projected lost revenues
\$66,974	Funds available for reallocation
38,000	Minus Art Centre of Plano request ²
\$28,974	Balance of funds available for reallocation

¹The PRT season ran from January through December of each year.

²\$18,000 for lost rent and \$20,000 to (1) make the theater usable again, (2) cover utility costs, and (3) pay for staff costs to maintain the facility and manage the theater's calendar (from August 23, 2005 e-mail from Suzy Jones to Jean Callison and Sally Magnuson).

Arts Fund Allocation History

Organization	FY 2003-04 Allocation	FY 2004-05 Allocation	FY 2005-06 Allocation
ArtCentre Plano	75,808	75,900	75,828
Chamberlain Ballet	34,800	35,475	61,532
Dallas Asian American Youth Orchestra	NA	2,000	7,500
Ivy Camerata Orchestra	NA	NA	0
Men of Note	3,902	3,750	4,035
Plano Art Assoc.	22,290	20,250	18,315
Plano Children's Theatre	21,739	21,000	16,775
Plano Civic Chorus	9,476	9,375	8,986
Plano Community Band	22,636	22,500	16,836
Plano Metropolitan Ballet	NA	NA	5,449
Plano Repertory Theatre	73,361	74,210	91,501
Plano Symphony Orchestra	119,500	122,000	121,615
Rover Dramawerks	2,230	NA	2,692
Salvation Army	NA	NA	0
Texas Conservatory for Young Artists	15,000	15,000	14,246
Texas Performing Chinese Arts Assoc.	NA	1,001	7,239
The Classics	55,000	56,000	45,123
Younger Generation Chorus	8,919	9,200	12,321
Small Grants	3,100	1,000	1,000
Totals	467,761	468,661	510,993

11c

From: Suzy Jones [mailto:suzyjones@algxmail.com]
Sent: Tuesday, August 23, 2005 7:08 PM
To: Jean Callison; Sally Magnuson
Cc: Jim Wear; Chas Michel; Chuck Billings; Sue Oldham
Subject: ArtCentre of Plano

Dear Council Members Callison and Magnuson:

As liaisons to the Arts Organizations of Plano, I am writing to you to ask for your advice on the following matter.

Let me begin by saying how sad we are at the loss of another Arts Organization in Plano. Plano Repertory Theatre (PRT) closing its doors after 29 years was a terrible loss for the cultural environment and the citizens of Plano.

As you know, PRT was the tenant of our ArtCentre Theatre and their rent to us was a significant revenue source to the ArtCentre. They covered the management of the building, all utilities and the maintenance of the building (which has unfortunately been neglected for some time now).

With PRT closing its doors, we find ourselves, after the funding process through the Cultural Commission, with not only a loss of revenue, but an increase in our overall expenses.

I have talked with Jim Wear and I am aware that money was granted by the Cultural Commission to PRT for this upcoming year. I would like to request that some of those funds be allocated to the ArtCentre of Plano as an emergency request for 2005-2006. These funds would provide assistance to allow us to maintain and begin to operate the ArtCentre Theatre. These funds would not only benefit the ArtCentre but also the community--so that we may continue to offer a smaller and less expensive venue for theatrical and arts groups in the area.

Specifically, we would like to request that the City Council allocate \$18,000 of the grant be given to the ArtCentre to cover the rent that would have been paid to us over one year by PRT. (Oct 2005-Sept 2006) An additional amount of \$20,000 is requested to assist with making the theatre usable again, covering utility costs and hiring someone to maintain the facility and the calendar for the theatre, in PRT's absence.

Please let me know how I should proceed with this request, and thank you for your time and effort with this matter.

Suzy S. Jones, Executive Director
ArtCentre of Plano
1039 East 15th Street
Plano, Texas 75074
972-423-7809
suzyjones@algxmail.com

11d

Preliminary Open Meeting Item III.

Spring Creek/Coit Intersection
Improvements – Lloyd Neal

fom III a

Executive Summary

This executive summary discusses the findings of a traffic engineering study conducted by Turner Collie & Braden Inc. (TCB) to evaluate improvements to the intersection of Spring Creek Parkway at Coit Road to provide an overall intersection Level of Service D for year 2025 projected traffic volumes. The City of Plano retained TCB to compare a variety of measures of effectiveness (MOE's) for three improvement alternatives - Modified Plano Standard Improvements, Michigan Lefts, and Continuous Flow Intersection (CFI). This included determining a benefit-to-cost ratio for each of the three alternatives.

A total of four alternatives (existing plus the three above) were evaluated at the Spring Creek Parkway at Coit Road split intersection. Each of the four alternatives is described below.

Retain Existing Configuration

Under this alternative, no improvements were assumed for either of the two Spring Creek Parkway at Coit Road intersections. This alternative provided a base line from which to compare the effects of the other three alternatives.

Modified Plano Standard Alternative

The original Plano Standard Improvement calls for the widening of each approach to include six lanes consisting of two left turn bays, three through lanes, and a right turn bay. TCB modified the Plano Standard Improvement at the intersection because left-turn volumes on the Spring Creek Parkway approaches are low; therefore, only one left turn bay is assumed in each direction, rather than two.

An additional U-Turn lane is also constructed in this alternative for the WB traffic on Spring Creek Parkway to turn around and head back east. This U-Turn improvement was included not only for the Modified Plano Standard alternative, but also for the other new alternatives.

The Modified Plano Standard alternative does provide several advantages over the existing condition and the other alternatives. Additional capacity is provided for the intersections due to the added turn bays, and the intersection essentially operates the same as before, so no additional educating of the public is necessary.

Michigan Lefts Alternative

The Michigan Lefts alternative is often more efficient than standard at-grade improvements because it eliminates the interlocking left turn movements at divided roadways. This, in effect, frees up more green light time for the through and right turns and thus, improves intersection operations. In order to make a left turn, two "median crossovers" are built approximately 660 feet from the intersection on both sides. If warranted, signals are provided for the two median crossovers.

Traffic on the main road (Spring Creek Parkway) is prohibited from making a left turn at the cross street (Coit Road) intersection. Rather, traffic continues through the intersection and enters the left lane to access the median crossover. Vehicles enter the crossover and stop at the signalized intersection before turning left onto the main road, having essentially made a U-turn. The drivers then move to the right lane and turn right at the cross street intersection, thus completing the traffic movement.

For traffic on Coit Road wishing to make a left turn onto Spring Creek Parkway, vehicles must first take a right at the Spring Creek Parkway intersection and travel on Spring Creek Parkway to the median crossover. Vehicles then wait to make the left turn onto Spring Creek Parkway and complete the movement by continuing through Coit Road.

The main advantage of the Michigan Lefts alternative is that it allows the two existing signals to operate with much greater efficiency than before because all left turn phases can be eliminated. Additionally, this alternative costs only slightly more than the Modified Plano Standard intersection and is significantly cheaper than a CFI.

A disadvantage to this alternative is that most local drivers will be unfamiliar with the required movements needed to make a left turn at the intersection. Michigan Lefts have not been introduced anywhere in the Dallas-Fort Worth Metroplex, and an information campaign will be needed to educate drivers about intersection operations.

Continuous Flow Intersection Alternative

Like the Michigan Lefts alternative, the CFI is often more efficient than standard at-grade improvements because it eliminates the interlocking left turn movements at divided roadways. CFI's eliminate conflicts between left-turning vehicles and oncoming traffic by adding a left-turn bay to the left of oncoming traffic in advance of the turn. Vehicles access the left-turn bay upstream of the main signalized intersection and cross over the median and the opposing through segment. Vehicles may then turn left whenever the main lane through movement is green. Left turn phases at the main intersection are eliminated, which frees up more green time for the through and right turns.

Due to right-of-way constraints on Coit Road, the City of Plano has suggested using a "Modified CFI." Under the modified configuration, left-turning traffic on Coit Road still turns left using a traditional left turn bay, while traffic on Spring Creek turns left under the continuous flow design. In order to make a left turn from Spring Creek Parkway, two "median crossovers" are included approximately 350 feet upstream of the intersection. A signal is placed at the crossover intersection with the opposing traffic and coordinated with the main intersection signals. The left-turning traffic then crosses the opposing road and travels through a separate lane to the intersection. Another signal is placed at the intersection, and the left-turning traffic is allowed to turn while the rest of the Spring Creek traffic is green. Opposing right-turning traffic on Spring Creek Parkway is channelized into a separate lane to prevent a conflict with the left-turning traffic. This improvement eliminates the conflicting left-turn movement for Spring Creek Parkway. A left-turn phase for Coit Road must still be included in the signal timing plan; however, since the existing right-of-way constraints prevent the use of continuous flow lanes.

The main advantage of the continuous flow alternative is that it allows the two existing signals to operate with greater efficiency by relocating the left-turn movements for the Spring Creek Parkway traffic.

The CFI alternative does have several disadvantages. The CFI alternative is the most costly since the addition of the left-turn lanes as well as the right-turn channelization lanes requires a significant amount of pavement. Through lanes on Spring Creek Parkway will require realignment to make room for the two additional outside lanes and medians. Four additional signals must be added to the intersection. Access to commercial developments at the four intersection corners is severely limited by the medians and opposing traffic lanes. And finally, like the Michigan Lefts alternative, most drivers will be unfamiliar with the required movements needed to make a left turn. Continuous flow intersections have not been introduced anywhere in the Dallas-Fort Worth Metroplex, and an information campaign will be needed to educate drivers about intersection operations.

Results

Benefits Analysis

After analyzing each of the proposed alternatives with SYNCHRO, the resultant operational benefits (decreases in total signal delay and fuel consumed) were summarized for comparison purposes. In determining the monetary benefits, TCB assumed a road user of \$17.80 / vehicle-hour per TxDOT and a fuel cost of \$2.50 / gallon. TCB further assumed that the resulting MOE's for each of the peak hours would represent one-tenth of the total MOE's for a day based on a traffic engineering rule of thumb. Therefore, the resulting total delays and fuel consumption values for each peak hour were combined and then multiplied by five to generate a daily benefit amount. TCB assumed an average of 50 workweeks per year which yielded 250 workdays for a year. Finally, it was assumed that the service life for all improvements would be 20 years.

TCB calculated a present value of the benefits using a discount rate of 7 percent. **Table 1** shows the resulting dollar amount of benefits for the three alternatives over the existing condition.

Table 1. Daily, Annual, and Service Life Benefits

Measure of Effectiveness (MOE)		Modified Plano Standard	Michigan Lefts	CFI
Overall Intersection LOS	AM	D	B	C
	PM	B	B	C
Total Emissions (kg)	AM	6.19	8.39	8.46
	PM	4.14	1.27	-0.94
	Total	10.33	9.66	7.52
Signal Delay (Veh-hour)	AM	96	152	142
	PM	51	56	33
	Total	147	208	175
Cost / hour:	\$17.80			
Signal Delay Benefit (\$) for Combined Peak Hours		\$2,617.00	\$3,702.00	\$3,115.00
Fuel Consumed (gal)	AM	61	83	84
	PM	40	12	-11
	Total	101	95	73
Cost / Gallon	\$2.50			
Fuel Consumed Benefit (\$) for Combined Peak Hours		\$253.00	\$238.00	\$183.00
Total Combined Peak Hour Benefit (\$)		\$2,869.00	\$3,940.00	\$3,298.00
Daily Peak Hour Multiplier		5		
Days / Year		250		
Service Life (Years)		20		
Discount Rate:		7%		
Total Daily Benefit (\$)¹		\$14,300	\$19,700	\$16,500
Total Annual Benefit (\$)²		\$3,590,000	\$4,920,000	\$4,120,000
Present Value of Benefits for Service Life (\$)³		\$38,000,000	\$52,200,000	\$43,700,000

Footnotes:

¹ Total Combined Peak Hour Benefit (\$) x 5

² Total Daily Benefit (\$) x 250

³ PV Benefits = Total Annual Benefits (\$) $\left[\frac{1 - (1 + i)^{-n}}{i} \right]$

Based on the results shown in **Table 1**, TCB drew the following conclusions regarding the benefits for all three alternatives:

- All three alternatives are forecasted to provide a substantial monetary benefit to this intersection.
- The Michigan Lefts alternative provided the greatest operational delay savings, while the Modified Plano Standard alternative provided the greatest fuel requirement savings.
- The Michigan Lefts alternative is forecasted to provide the greatest monetary benefit – a present value of \$52.2 million for the expected service life of 20 years.
- The CFI is forecasted to provide the next highest monetary benefit, while the Modified Plano Standard alternative provided the lowest of the three alternatives.

Cost Analysis

Planning level construction costs for the three alternatives were developed and are presented in **Table 2**. These planning level costs include only major construction items (i.e. pavement removal, new pavement, traffic signals, etc.) to give a measure of the relative cost of the alternatives evaluated.

Table 2. Planning Level Construction Costs

Intersection Alternative	Planning Level Construction Cost
Modified Plano Standard	\$1.4 million
Michigan Lefts	\$1.6 million
Continuous Flow Intersection	\$2.5 million

Benefit-to-Cost Analysis Results

The benefit-to-cost ratio for each of the three alternatives is presented in **Table 3**. A higher benefit-to-cost ratio equates to a more cost-effective alternative.

Table 3. Benefit-to-Cost Ratios for Intersection Alternatives

Intersection Alternative	Present Value of Benefits for Service Life	Planning Level Construction Cost	Benefit-to-Cost Ratio
Modified Plano Standard	\$38.0 million	\$1.4 million	27.1
Michigan Lefts	\$52.2 million	\$1.6 million	32.6
Continuous Flow Intersection	\$43.7 million	\$2.5 million	17.5

Recommendations

From a strictly operational and benefit-to-cost standpoint, TCB recommends implementing the Michigan Lefts alternative at the Spring Creek Parkway at Coit Road intersection. This alternative provides the best operations for both AM and PM peak hours and offers substantial improvements in fuel consumption and emissions over the Existing condition. Additionally, this alternative provides the greatest benefit-to-cost ratio among all three alternatives. From an engineering standpoint, the Michigan Lefts alternative is the best choice among the three.

The main disadvantage to implementing Michigan Lefts, however, is the newness of it. Michigan Lefts do not exist anywhere in the Dallas / Fort Worth Metroplex, and the City of Plano will have to implement an educational campaign to inform drivers about the new requirements for making a left turn. Additionally, the general public may simply not desire a change from the traditional intersection – even if such a change would provide the numerous benefits described in this study.

If the City of Plano decides against implementing the Michigan Lefts alternative, then TCB recommends the Modified Plano Standard alternative over the CFI. Although the CFI may provide better overall operations than the Modified Plano Standard alternative, it too would require an educational campaign and have the same disadvantages that the Michigan Lefts alternative has. Additionally, the CFI greatly restricts access to nearby commercial sites, while the Modified Plano Standard alternative would not. Finally, the CFI requires the greatest construction cost and has the lowest benefit-to-cost ratio of all three alternatives. Both alternatives meet the City of Plano's operational requirement of LOS D or better, but the Modified Plano Standard alternative is recommended over the CFI at this intersection.

Spring Creek Parkway at Coit Road

Traffic Study Phase 1

submitted to
City of Plano, Texas

December 16, 2005

Spring Creek Parkway at Coit Road Traffic Study Phase 1

Prepared for

City of Plano, Texas

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Introduction

This report discusses the findings of a traffic engineering study conducted by Turner Collie & Braden Inc. (TCB) to evaluate improvements to the intersection of Spring Creek Parkway at Coit Road to provide an overall intersection Level of Service D for year 2025 projected traffic volumes. The City of Plano retained TCB to compare a variety of measures of effectiveness (MOEs) for three improvement alternatives (Modified Plano Standard Improvements, Michigan Lefts, or Continuous Flow Intersection) and provide a benefit-to-cost ratio for each of the three alternatives.

Purpose of Study

TCB conducted this study to address the following items:

- Forecasted operations at the intersection under the existing geometry in the Year 2025
- Forecasted operations at the intersection under three possible geometric alternatives in the Year 2025:
 - Modified Plano Standard
 - Michigan Lefts
 - Continuous Flow Intersection (CFI)
- Benefit-to-Cost Analysis of the three geometric alternatives

Study Procedure

The study procedure involved the following work tasks:

- Review and assess current transportation network information including:
 - Review of existing as-built plans and aerial photos to ascertain current roadway geometry
 - Site area reconnaissance to obtain an inventory of traffic control devices and existing lane configurations at existing intersections
 - Review of previous traffic studies
- Collect AM and PM peak period turning movement counts for two weekdays, and 24-hour approach counts for three weekdays at the following intersections:
 - Spring Creek Parkway Westbound at Coit Road
 - Spring Creek Parkway Eastbound at Coit Road
 - Coit Road at Denham Way
 - Coit Road at Lorimar Drive / Wyeth Drive
 - Spring Creek Parkway at Preston Meadow Drive
 - Spring Creek Parkway at Mission Ridge Road
- Develop an appropriate growth rate to apply to the subject roadways based on a review of:
 - Year 2025 forecasted traffic counts provided by the City of Plano

- Previous volumes used in a traffic study (Parsons Study) conducted by Parsons Transportation Group (Parsons) and submitted on November 25, 2002
 - Existing traffic models provided by the City of Plano Traffic Engineering Department
- Prepare Year 2025 AM and PM peak hour turning movement diagrams for the following intersections:
 - Spring Creek Parkway Westbound at Coit Road
 - Spring Creek Parkway Eastbound at Coit Road
 - Coit Road at Denham Way
 - Coit Road at Lorimar Drive / Wyeth Drive
 - Spring Creek Parkway at Preston Meadow Drive
 - Spring Creek Parkway at Mission Ridge Road
- Prepare and perform SimTraffic/SYNCHRO computer model analyses for the following alternatives during both the AM and PM peak hours:
 - Existing Condition
 - Modified Plano Standard
 - Michigan Lefts
 - CFI
- Analyze the operational results for each alternative as well as statistics generated by SimTraffic/SYNCHRO including pollution, stops, and fuel consumption
- Prepare schematic diagrams for each alternative studied
- Prepare benefit/cost analysis for each alternative

Study Area

Although the intersections of Spring Creek Parkway at Coit Road are the focus of the study, the two adjacent signalized intersections on each of the cross streets were included as well so that they could be coordinated with the main intersections and cause vehicles to arrive in realistic platoons. The area showing the Spring Creek Parkway at Coit Road intersections as well as the four outlying intersections is shown in **Figure 1**. Speed limits on the four outlying cross streets are 30 mph. **Figure 2** illustrates the existing lane configurations for all six intersections. The storage length for all existing turn bays has been shown as well.

Spring Creek Parkway

Spring Creek Parkway runs east-west and currently exists as a six-lane divided roadway with a speed limit of 45 mph. The roadway forms standard four-leg intersections with Preston Meadow Drive and Mission Ridge Road, while a split intersection exists at Coit Road. The two split intersections are approximately 260 feet apart.

A U-turn lane currently exists to allow eastbound traffic on Spring Creek Parkway to turn around and head back towards the west. For the westbound traffic at the Coit Road intersection, plans currently exist to provide a right-turn bay which will extend the existing bay provided for the upstream driveway to the intersection. For this analysis, this turn bay was assumed to exist. Through lanes on Spring Creek Parkway are 12 feet wide, left-turn lanes are 10 feet, and right turn lanes are 11 feet.

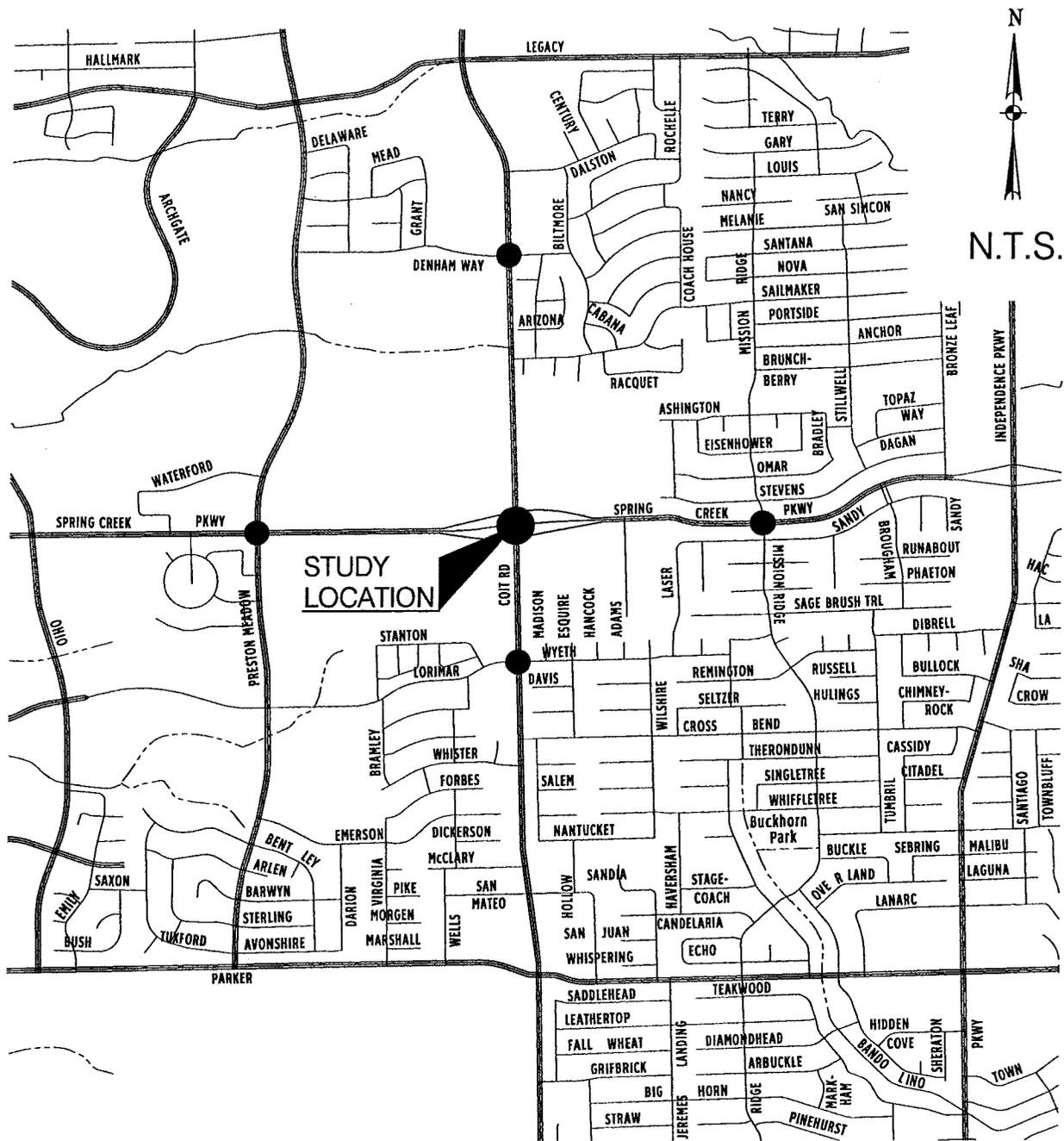


FIGURE 1
STUDY AREA

SPRING CREEK PARKWAY AT COIT ROAD
TRAFFIC STUDY PHASE 1
PLANO, TEXAS

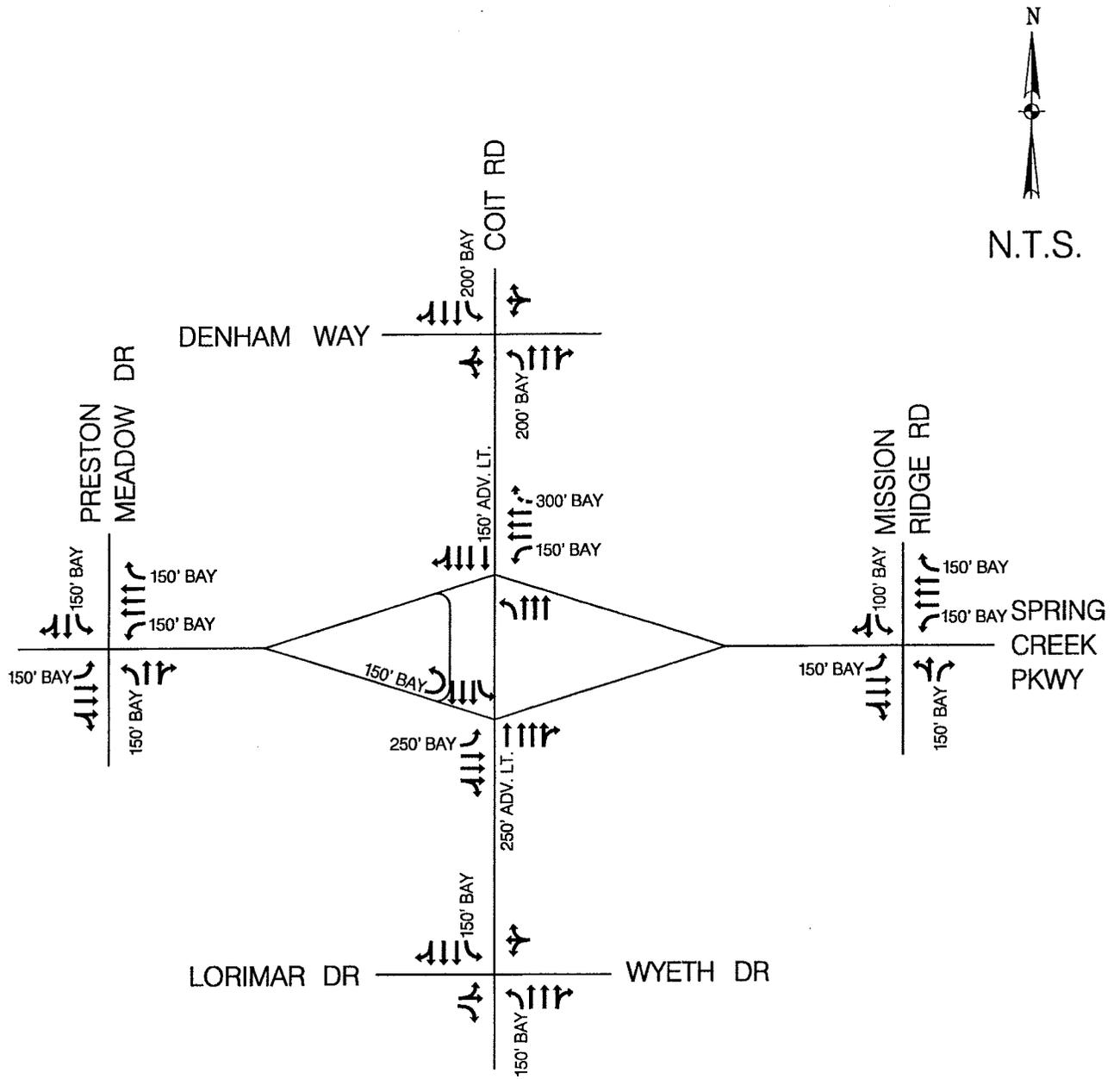


FIGURE 2
 EXISTING LANE CONFIGURATIONS

SPRING CREEK PARKWAY AT COIT ROAD
 TRAFFIC STUDY PHASE 1
 PLANO, TEXAS

Coit Road

Coit Road runs north-south and currently exists as a six-lane divided roadway with a speed limit of 40 mph. The roadway forms standard four-leg intersections with Lorimar Drive / Wyeth Drive and Denham Way, while Coit Road is the cross street at the Spring Creek Parkway split intersection. Through and right lanes on Coit Road are 11 feet wide, and left-turn lanes are 10 feet.

Intersection Alternatives

For the purposes of this study, no geometric improvements were introduced to any of the four adjacent intersections. Four different alternatives were evaluated at the Spring Creek Parkway at Coit Road split intersection. Each of these four alternatives is described below.

Retain Existing Configuration

Under this alternative, no improvements would be made to either of the two Spring Creek Parkway at Coit Road intersections. This provided a base line from which to compare the effects of the other three alternatives.

Modified Plano Standard Alternative

Figure 3 illustrates the Modified Plano Standard alternative. The original Plano Standard Improvement calls for the widening of each approach to include six lanes consisting of two left turn bays, three through lanes, and a right turn bay. TCB modified the Plano Standard Improvement at the intersection, however, because it is split. These modifications are as follows:

- For Coit Road, two advance left turn bays are constructed at the northbound and southbound approaches with the turn lanes extending through to the downstream intersection.
- For Spring Creek Parkway, because left-turn volumes on the eastbound and westbound approaches are low and traffic faces no opposing traffic due to its one-way nature, only one left turn bay is constructed in each direction, rather than two.

An additional U-Turn lane is also constructed for the WB traffic on Spring Creek Parkway to turn around and head back towards the east. This U-Turn improvement was included not only for the Modified Plano Standard alternative, but also for the other two alternatives. In summary, the constructed improvements to the two intersections are indicated below:

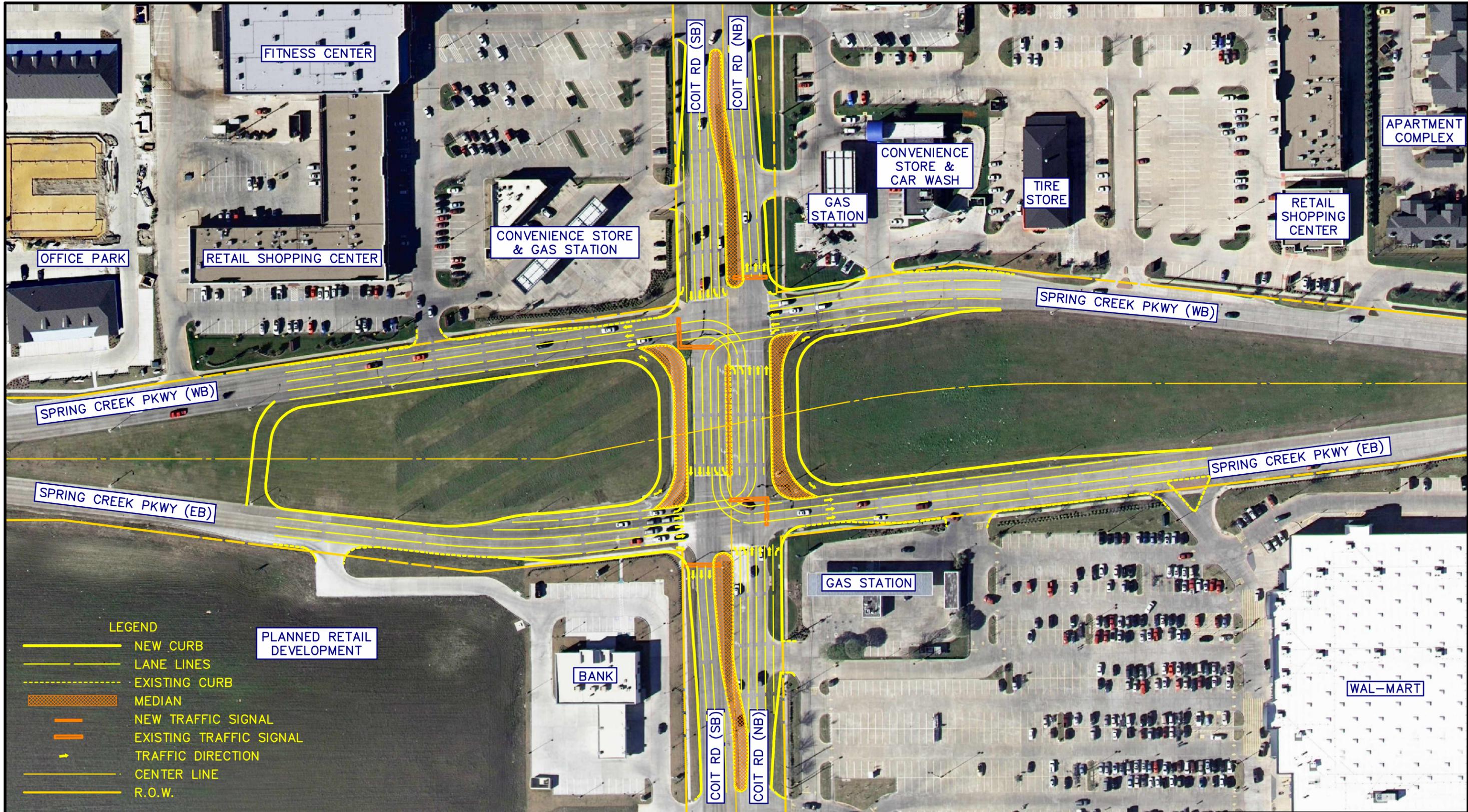
- Eastbound Spring Creek Parkway at Coit Road
 - Eastbound approach: add one right turn bay
 - Northbound approach: add an additional advance left turn bay as well as a right turn bay
 - Southbound approach: add an additional left turn lane
- Westbound Spring Creek Parkway at Coit Road
 - Westbound approach: add a U-turn lane and right turn bay
 - Southbound approach: add an additional advance left turn bay as well as a right turn bay
 - Northbound approach: add an additional left turn lane

The Modified Plano Standard alternative does provide several advantages over the existing condition and the other two alternatives. Additional capacity is provided for the intersections due to the added turn bays, and the intersection essentially operates the same as before, so no additional educating of the public is necessary.

Michigan Lefts Alternative

Figure 4 illustrates the proposed Michigan Lefts alternative. The Michigan Lefts alternative is often more efficient than standard at-grade improvements because it eliminates the interlocking left turn movements at divided roadways. This, in effect, frees up more green light time for the through and right turns and thus, improves intersection operations. In order to make a left turn, two “median crossovers” are built approximately 660 feet from the intersection on both sides. If warranted, signals are provided for the two median crossovers. **Figure 5** illustrates the required path to make a left turn from either the main road or the cross street.

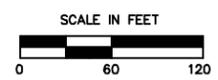
As shown in **Figure 5**, traffic on the main road (Spring Creek Parkway) is prohibited from making a left turn at the cross street (Coit Road) intersection. Rather, traffic continues through the intersection and enters the left lane to access the median crossover. Vehicles enter the crossover and stop at the signalized intersection before turning left onto the main road, having essentially made a U-turn. The drivers then move to the right lane and turn right at the cross street intersection, thus completing the traffic movement.



LEGEND

- NEW CURB
- LANE LINES
- EXISTING CURB
- MEDIAN
- NEW TRAFFIC SIGNAL
- EXISTING TRAFFIC SIGNAL
- TRAFFIC DIRECTION
- CENTER LINE
- R.O.W.

PLANNED RETAIL DEVELOPMENT

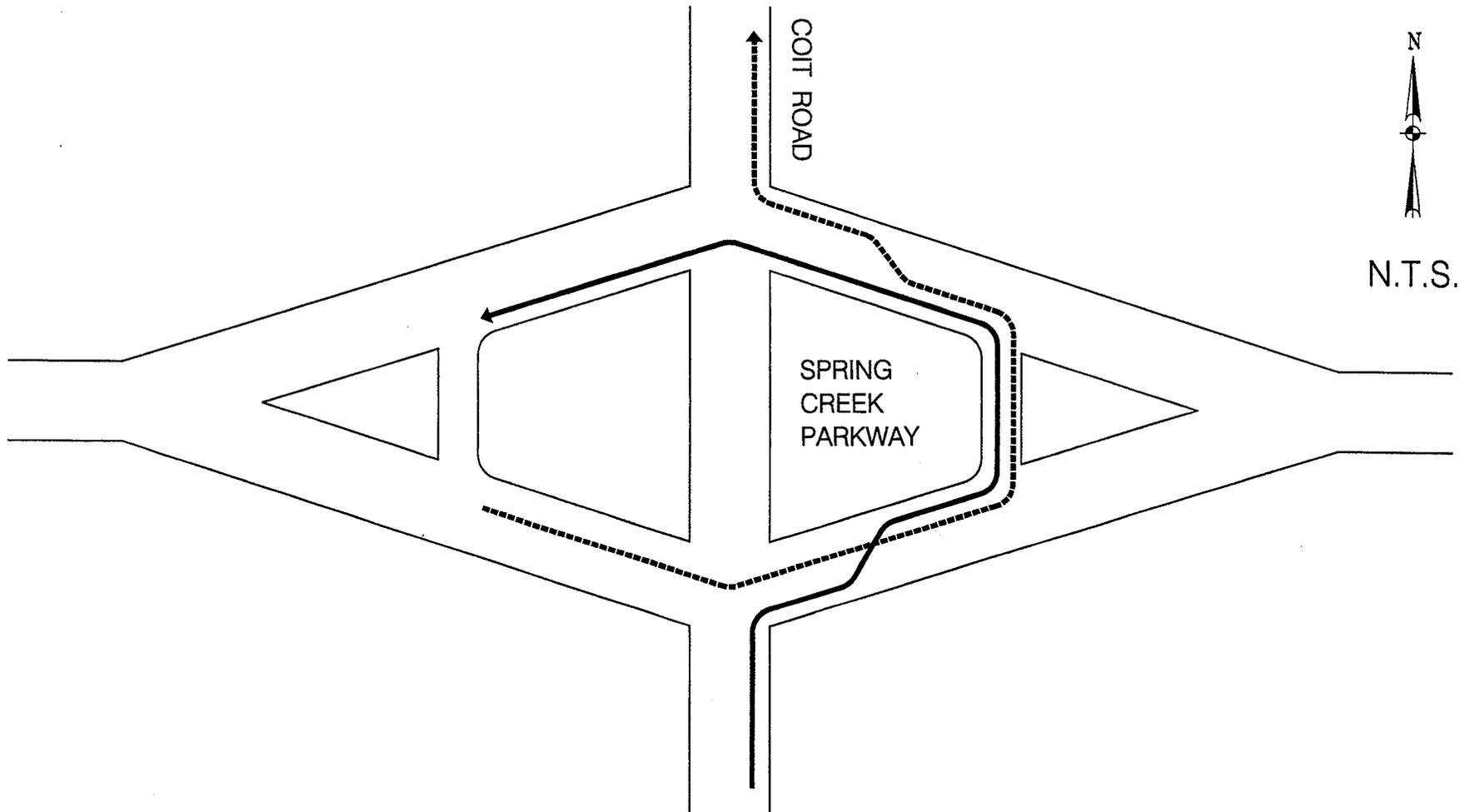


PLANO SPRING CREEK PKWY AT COIT RD
TRAFFIC STUDY - PHASE 1

MODIFIED PLANO STANDARD
INTERSECTION ALTERNATIVE

TCB | AECOM TURNER COLLIE & BRADEN
17300 DALLAS PARKWAY SUITE 1010
DALLAS, TEXAS 75248
T 972.735.3000

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LEGEND

-  LEFT TURN FROM CROSS STREET TO MAIN ROAD
-  LEFT TURN FROM MAIN ROAD TO CROSS STREET

FIGURE 5

LEFT TURN DIAGRAMS FOR
A MICHIGAN LEFT TURN

SPRING CREEK PARKWAY AT COIT ROAD
TRAFFIC STUDY PHASE 1
PLANO, TEXAS

For traffic on Coit Road wishing to make a left turn onto Spring Creek Parkway, vehicles must first take a right at the Spring Creek Parkway intersection and travel on Spring Creek Parkway to the median crossover. Vehicles then wait to make the left turn onto Spring Creek Parkway and complete the movement by continuing through Coit Road.

The geometric improvements for introducing the Michigan Lefts alternative to Spring Creek Parkway at Coit Road intersections are summarized below:

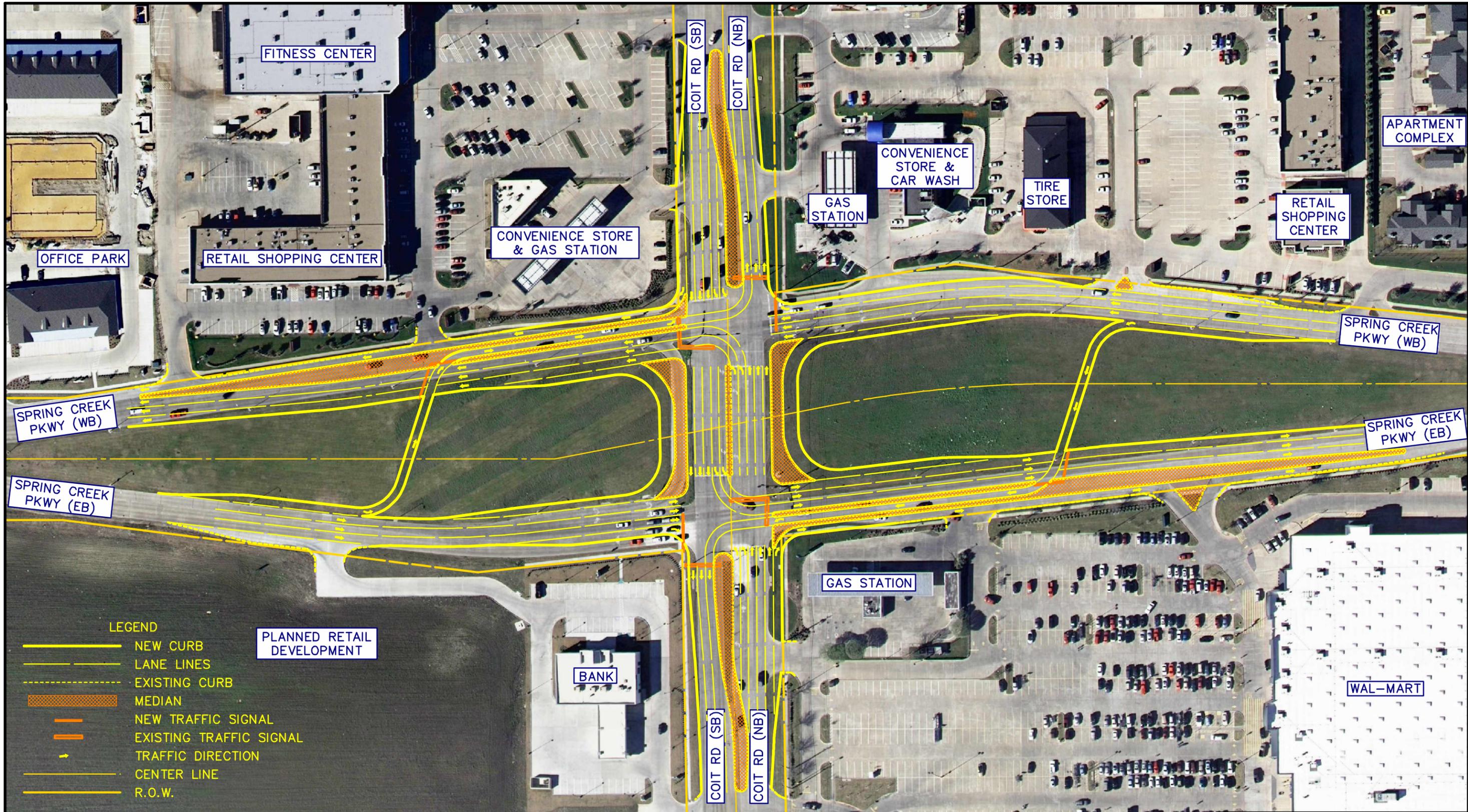
- Remove the advance left turn bays for all approaches at both intersections with either pavement removal or striping modifications.
- Add right turn bays to the northbound approach for Coit Road at its intersection with eastbound Spring Creek Parkway and to the southbound approach for Coit Road at its intersection with westbound Spring Creek Parkway.
- Construct the two median crossovers on Spring Creek Parkway in the existing right-of-way. The eastern crossover should be placed approximately 660 feet to the east of Coit Road's centerline. The western crossover should be placed approximately 600 feet to the west of the centerline so that it will align with a new driveway to be constructed for a proposed development southwest of the Spring Creek Parkway at Coit Road intersection.
- Provide left turn deceleration lanes for traffic on Spring Creek Parkway wishing to access the median crossovers.
- Install signals at each median crossover to allow traffic to safely turn left onto Spring Creek Parkway.
- Install additional signage.

The main advantage of the Michigan Left alternative is that it allows the two existing signals to operate with much greater efficiency than before because all left turn phases can be eliminated. Additionally, this alternative costs only slightly more than the Modified Plano Standard intersection and is significantly cheaper than that for a CFI. Left turns at the two intersections may be prohibited by either removing the turn bays or by striping modifications.

A disadvantage to this alternative is that most local drivers will be unfamiliar with the required movements needed to make a left turn at the intersection. Michigan Lefts have not been introduced anywhere in the Dallas-Fort Worth Metroplex, and an information campaign may be needed to educate drivers about intersection operations.

Continuous Flow Intersection (CFI) Alternative

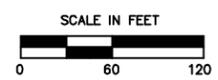
Figure 6 illustrates the proposed CFI alternative. Like the Michigan Lefts alternative, the CFI is often more efficient than standard at-grade improvements because it eliminates the interlocking left turn movements at divided roadways. CFIs eliminate conflicts between left-turning vehicles and oncoming traffic by adding a left-turn bay to the left of oncoming traffic in advance of the turn. Vehicles access the left-turn bay upstream of the main signalized intersection and cross over the median and the opposing through segment. Vehicles may then turn left whenever the main lane through movement is green. Left turn phases at the main intersection are eliminated, which frees up more green time for the through and right turns.



LEGEND

- NEW CURB
- LANE LINES
- EXISTING CURB
- MEDIAN
- NEW TRAFFIC SIGNAL
- EXISTING TRAFFIC SIGNAL
- TRAFFIC DIRECTION
- CENTER LINE
- R.O.W.

PLANNED RETAIL DEVELOPMENT



PLANO SPRING CREEK PKWY AT COIT RD
TRAFFIC STUDY - PHASE 1

CONTINUOUS FLOW
INTERSECTION ALTERNATIVE

TCB | AECOM TURNER COLLIE & BRADEN
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DALLAS, TEXAS 75248
T 972.735.3000

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Due to right-of-way constraints on Coit Road, the City of Plano has suggested using a "Modified CFI." Under the modified configuration, left-turning traffic on Coit Road still turns left using a traditional left turn bay, while traffic on Spring Creek turns left under the continuous flow design. In order to make a left turn from Spring Creek Parkway, two "median crossovers" are included approximately 350 feet upstream of the intersection. A signal is placed at the crossover intersection with the opposing traffic and coordinated with the main intersection signals. The left-turning traffic then crosses the opposing road and travels through a separate lane to the intersection. Another signal is placed at the intersection, and the left-turning traffic is allowed to turn while the rest of the Spring Creek traffic is green. Opposing right-turning traffic on Spring Creek Parkway is channelized into a separate lane to prevent a conflict with the left-turning traffic. **Figure 7** illustrates the required path to make a left turn from either side of Spring Creek Parkway.

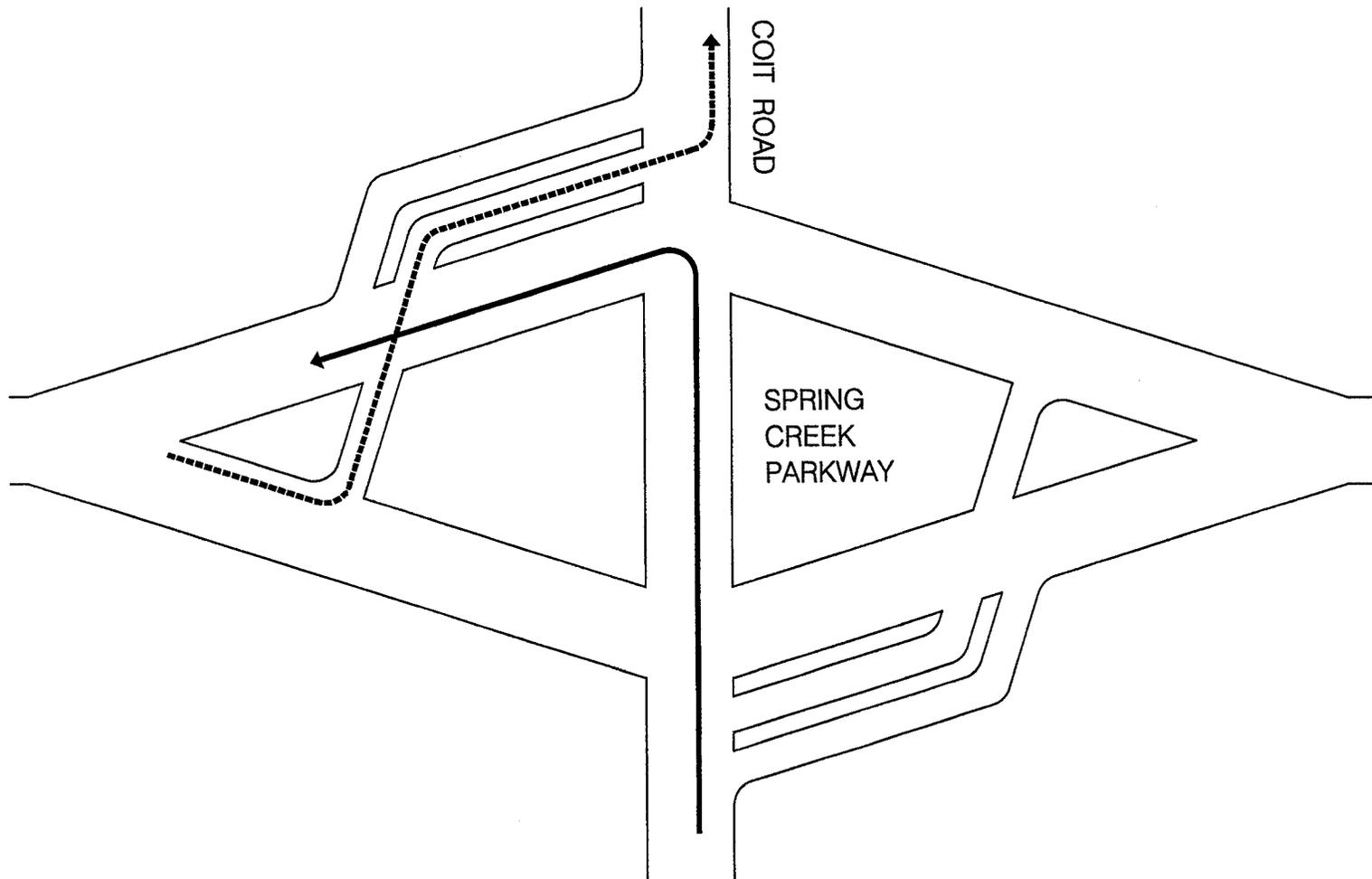
This improvement eliminates the conflicting left-turn movement for Spring Creek Parkway. A left-turn phase for Coit Road must still be included in the signal timing plan, however, since the existing right-of-way constraints prevent the use of continuous flow lanes.

The geometric improvements for a "Modified CFI" to the intersection are summarized below:

- Add a westbound U-turn lane for the Spring Creek Parkway traffic
- Add an additional left turn bay as well as an advance left turn lane for the NB and SB traffic on Coit Road.
- Remove the advance left turn bays for the Spring Creek Parkway approaches at both intersections with either pavement removal or striping modifications.
- Add right turn channelization lanes to the EB and WB approaches for Spring Creek Parkway
- Construct the two median crossovers in the existing Spring Creek Parkway right-of-way approximately 350 feet from the Coit Road's centerline.
- Construct median-divided left turn continuous flow lanes for traffic on Spring Creek Parkway
- Install additional signals for the Spring Creek Parkway left-turn lanes at each median crossover and at the Coit Road intersection.
- Install additional signage.

The main advantage of the continuous flow alternative is that it allows the two existing signals to operate with greater efficiency by relocating the left-turn movements for the Spring Creek Parkway traffic. This alternative does have several disadvantages, however:

- This alternative is the most costly since the addition of the left-turn lanes as well as the right-turn channelization lanes requires a significant amount of pavement.
- Through lanes on Spring Creek Parkway will require realignment to make room for the two additional outside lanes and medians which will require additional pavement and striping.
- Four additional signals must be added to the intersection.
- Access to commercial developments at the four intersection corners is severely limited by the medians and opposing traffic lanes.
- Most drivers will be unfamiliar with the required movements needed to make a left turn at the intersection. Continuous flow intersections have not been introduced anywhere in the Dallas-Fort Worth Metroplex, and an information campaign may be needed to educate drivers about intersection operations.



N.T.S.

LEGEND

- LEFT TURN FROM CROSS STREET TO MAIN ROAD
- - -→ LEFT TURN FROM MAIN ROAD TO CROSS STREET

FIGURE 7
 LEFT TURN DIAGRAMS FOR
 A CONTINUOUS FLOW INTERSECTION

SPRING CREEK PARKWAY AT COIT ROAD
 TRAFFIC STUDY PHASE 1
 PLANO, TEXAS

Year 2025 Traffic Projections

Turning Movement Counts

Turning movement counts were collected at the six intersections on Tuesday, August 23, 2005, and Wednesday, August 24, 2005, from 6:30 to 8:30 AM and from 4:30 to 6:30 PM. These traffic counts are included in **Appendix A**. An average for each count was taken from the two counts and used as a basis for this study. These average counts are also shown in **Appendix A**.

Approach Counts and ADT Calculations

Additionally, 24-hour counts were collected for all approaches at the six intersections on either Tuesday through Thursday, August 23, 2005 to August 25, 2005, or on Tuesday through Thursday, August 30, 2005 to September 1, 2005. The three daily approach volumes at each location were averaged together to generate an average daily traffic (ADT) volume for both Spring Creek Parkway and Coit Road. TCB generated four ADTs – one for each of the combined approach and departure lanes leading to and from the Spring Creek Parkway at Coit Road intersections.

The ADTs were then compared to the forecasted traffic volumes included in the Parsons Study, and a growth rate was calculated for each of the four approaches based on the existing counts and the Parsons' Year 2025 projected volumes. Although the counted volumes on Coit Road compared favorably with the Parsons' volumes, the counted volumes (existing conditions) on Spring Creek Parkway exceeded those projected by Parsons for Year 2025. Therefore, based on discussions between the City and TCB, a new ADT was calculated for Year 2025 on Spring Creek Parkway. **Table 1** shows the Year 2005 counted ADTs, the Year 2025 projected ADTs, and the resulting annual growth rate.

Table 1: Traffic ADTs and Growth Rates

Street	Segment	ADT		Annual Growth Rate
		2005	2025	
		Count	Projection	
Spring Creek Parkway	Preston to Coit (West)	33,598	37,000	0.48%
Spring Creek Parkway	Coit to Independence (East)	32,346	36,000	0.54%
Coit Road	Denham to Spring Creek (North)	38,371	47,800	1.10%
Coit Road	Spring Creek to Lorimar-Wyeth (South)	39,969	48,700	0.99%

Forecasted Year 2025 Turning Movement Volumes

The average turning movement counts were increased at the calculated annual growth rates for twenty years to determine projected Year 2025 turning movement counts at all six intersections. Both AM and PM peak hour volumes were calculated for each turning movement. TCB selected a peak hour factor of 0.95 for all intersections based on calculated peak hour factors for each turning movement. Through volumes on Coit Road between the two Spring Creek Parkway intersections were adjusted for traffic balancing purposes. The resulting turning movement volumes are included in **Appendix A** and shown in **Figure 8**.

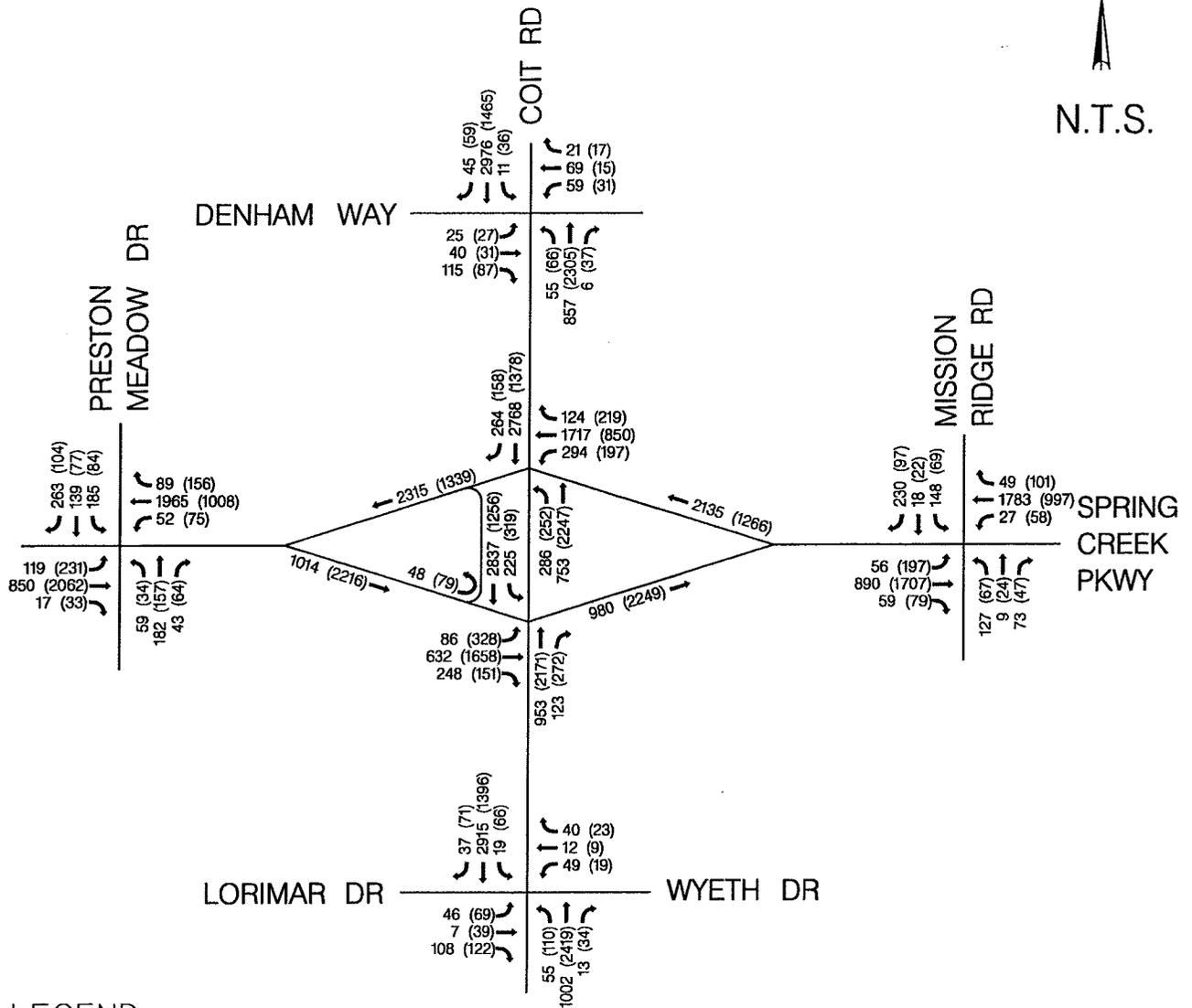


FIGURE 8
 PROJECTED TRAFFIC VOLUMES
 (YEAR 2025 EXISTING ALTERNATIVE)

SPRING CREEK PARKWAY AT COIT ROAD
 TRAFFIC STUDY PHASE 1
 PLANO, TEXAS

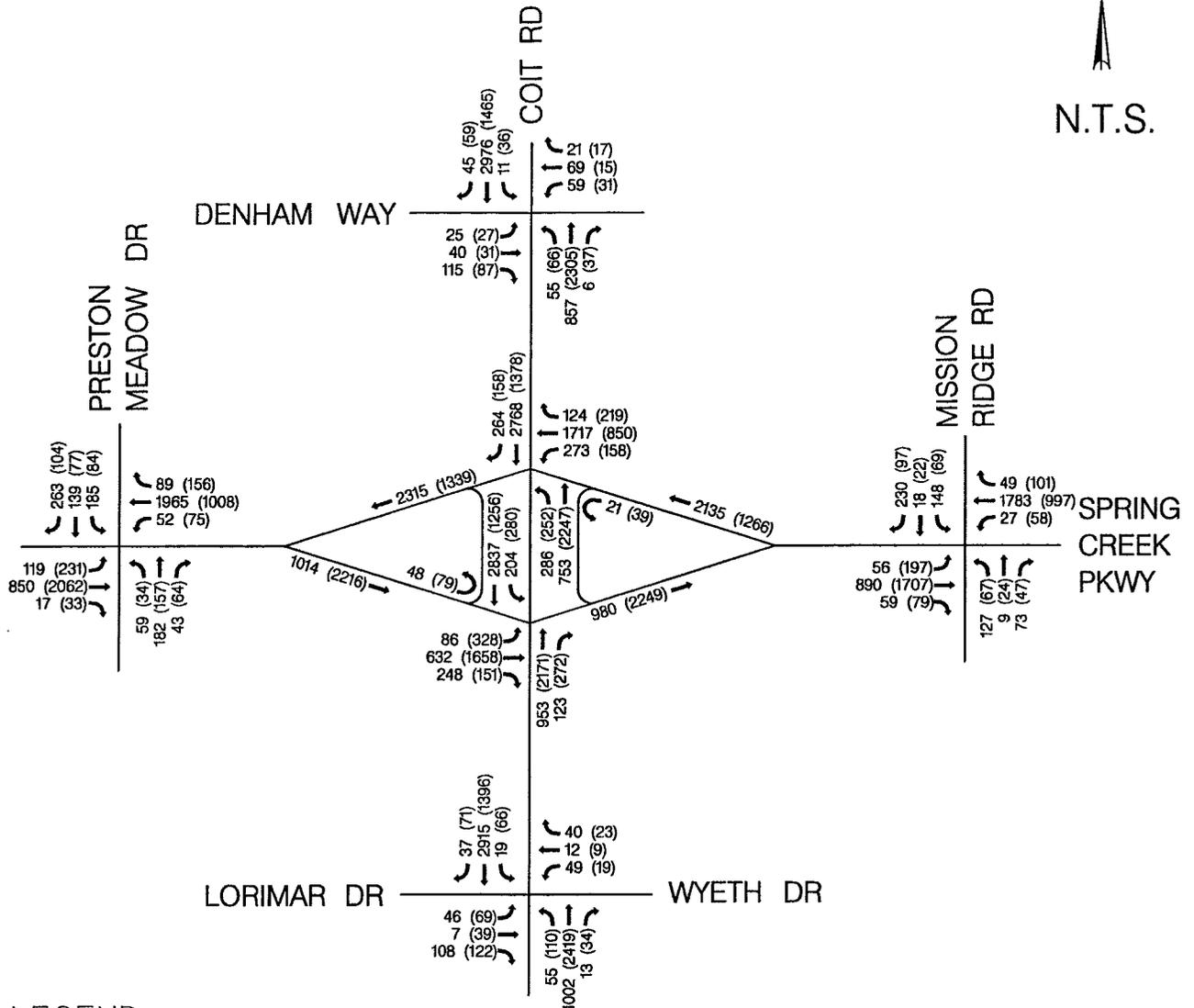
Under the Modified Plano Standard alternative, a westbound U-turn is constructed on Spring Creek Parkway. To determine the projected volumes for this U-turn, a weighted average was taken to determine the percentage of traffic from both the westbound left and southbound through movements to assign to the new U-Turn. The calculated volumes were subtracted from the original turning volumes, and the resulting turning movement volumes for the Modified Plano Standard alternative are shown in **Figure 9**.

Under the Michigan Lefts alternative, all left turns are prohibited at the Spring Creek Parkway at Coit Road intersection. The existing turning movement volumes were reassigned to account for these prohibited lefts, and the resulting turning movement volumes are shown in **Figure 10**.

Lastly, for the CFI alternative the existing turning movement volumes were again reassigned to reflect the allowable turning movements, and are shown in **Figure 11**.



N.T.S.



LEGEND

00 (00)
AM (PM) PEAK HOUR TRAFFIC VOLUMES

FIGURE 9
 PROJECTED TRAFFIC VOLUMES
 (YEAR 2025 MODIFIED PLANO STANDARD ALTERNATIVE)
 SPRING CREEK PARKWAY AT COIT ROAD
 TRAFFIC STUDY PHASE 1
 PLANO, TEXAS

Traffic Modeling

Synchro 6.0

The City of Plano Traffic Engineering Department provided Synchro files which were used as the basis for this intersection study. Synchro 6.0 is a traffic analysis software package that can perform capacity analyses for various intersections based on industry standard analysis procedures. The user inputs the intersection geometry and turning movement volumes, and the program will optimize the intersection or a network of intersections based on a calculated performance index.

Synchro also determines the appropriate signal timing plan and cycle length for each intersection and provides resulting MOEs which traffic engineers may use to assess the operations and efficiency of an intersection. TCB used Synchro's capabilities to model all four alternatives and then compared the optimized results for each alternative to the others.

Geometric Configuration

TCB visited the six intersections to verify existing lane configurations and noted several differences between the file provided to TCB and the existing geometry. Five of the six intersections either had lanes missing, turn bays missing, or incorrect lane configurations. Only the Denham Way at Coit Road intersection in the City of Plano base file reflected field conditions. Therefore, TCB modified the base file to reflect the actual existing conditions. The existing lane configurations have been previously shown in **Figure 2**.

Turn bay lengths were taken from as-built plans plus aerial photos of the intersections and entered into Synchro. To improve accuracy at the intersections, appropriate lane widths for all approaches were entered into Synchro as well, based on as-built plans and input provided by the City of Plano. These lane widths are shown below in **Table 2** for the two roadways and were used in the analysis of all four alternatives.

Table 2. Modeled Lane Widths

Spring Creek Parkway			Coit Road		
Left Bay	Through Lanes	Right Bay	Left Bay	Through Lanes	Right Bay
10'	12'	11'	10'	11'	11'

TCB refined the model at the Spring Creek Parkway and Coit Road intersection by calculating appropriate lane utilization factors for the northbound and southbound approaches. To correctly model advance left turn bays in Synchro, all lanes are coded as through lanes at the upstream intersection, even though the left-most lane or two lanes will not continue through the downstream intersection. Synchro's default lane utilization factors are based on the *Highway Capacity Manual* and are adequate for most lane configurations, but not those with advance turn bays. Therefore, lane utilization factors were calculated for the NB and SB approaches for all four alternatives based on the projected turning movement counts. In performing the calculations, TCB assumed that only the left-turning traffic entered the advance left turn bay, and the remaining through traffic was evenly distributed over the remaining through lanes. TCB's resulting lane utilization factors are shown in **Table 3**.

Table 3. Lane Utilization Factors

Peak Hour	Spring Creek Parkway at Coit Road Northbound Approach				Spring Creek Parkway at Coit Road Southbound Approach			
	Existing	Modified Plano Standard	Michigan Lefts	CFI	Existing	Modified Plano Standard	Michigan Lefts	CFI
AM	0.78	0.97	1.00	0.86	0.68	0.71	1.00	0.65
PM	0.67	0.76	1.00	0.68	0.73	0.84	1.00	0.75

Intersection Phasing

TCB employed the following phasing plans for the four alternatives:

- For the Existing and Modified Plano Standard configurations, TCB retained the phasing sequence included in the City of Plano’s base file for the two Spring Creek Parkway at Coit Road intersections. Under this configuration, the two Spring Creek Parkway at Coit Road intersections are operated by one controller, and Dallas Permitted/Protected phasing is employed for the internal left turns.
- For the Michigan Lefts alternative, TCB used a two-phase timing plan for the two main intersections. The other two intersections at the median crossovers on Spring Creek Parkway were offset to operate in sync with the downstream intersections at Coit Road.
- Lastly, TCB modeled the CFI alternative with a three-phase timing plan for the two main intersections. The other four intersections used by the left turning vehicles on Spring Creek Parkway were offset from the main two intersections to maximize vehicle progression through the intersection system.
- At the adjacent intersections, TCB, retained the phasing sequence included in the City of Plano’s base file.

Results

Measures of Effectiveness (MOEs)

TCB employed Synchro 6.0 (Build 614) to analyze the various intersection alternatives for both the AM and PM peak hour. Synchro provides a myriad of various MOEs to assist traffic engineers in analyzing an intersection’s resulting operations. All MOEs are shown for an individual hour of operation and include the ones listed below:

- **Level of Service (LOS).** This value, which ranges from A to F, is based on the average delay experienced by vehicles traveling through the intersection. For the purpose of this study, the City of Plano considers LOS D or better to be acceptable. Synchro calculates this value based on the percentile delay method, which provides several advantages over the Highway Capacity Manual (HCM) method:
 - The method includes five levels of traffic arrivals so that actuated signals can be evaluated under varying traffic loads. This allows the method to capture and rationally model the non-linear behavior of actuated signals.
 - Arrivals from adjacent intersections are evaluated in intervals to assess the effects of coordination. This can assist in optimizing offsets.

The average vehicle delay may be calculated for an individual turning movement, an approach, or the intersection as a whole. **Table 4** shows the LOS criteria based on delay for a signalized intersection.

Table 4. Signalized Intersection LOS Criteria

Delay (sec / veh)	LOS
< 10	A
10 - 20	B
20 - 35	C
35 - 55	D
55 - 80	E
> 80	F

- **Total Delay.** This value is measured in vehicle hours and indicates the sum total of all delays experienced by every vehicle in a system. Like average delay, Synchro provides it for a particular turning movement, an approach, or an entire intersection. This delay value can be quantified in a dollar amount by using TxDOT’s value of time estimate. This number is based on the consumer price index and is set at \$17.80 / vehicle hour for the Year 2005.
- **Total Stops.** This value indicates a calculated number of stops experienced by all vehicles at an intersection. Like delay, Synchro calculates this value for each percentile scenario and averages the results for cycle failures and over capacity vehicles.
- **Total Travel Time.** This value is measured in hours and indicates the sum total amount of time required for every vehicle to travel through a system.
- **Fuel Consumption.** Synchro calculates this value based on total travel time, total stops, and total delay for a system and presents the result in gallons. Like total delay, this value can be quantified in a dollar amount by multiplying it by a cost of gasoline estimate. For the purposes of this study, TCB assumed a gasoline cost of \$2.50 per gallon.
- **Emissions.** Synchro can also indicate the quantity of carbon monoxide (CO), nitrogen oxide (NOx), and volatile oxygen compounds (VOC) emissions generated by all vehicles within a system. The values for each emission total is based solely on fuel consumption and is presented in kilograms.

Synchro Results

TCB entered all appropriate lane usage, Year 2025 volumes, and phasing inputs into Synchro for each of the four alternatives. Each alternative was then optimized for all cycle lengths between 60 and 180 seconds using Synchro's network optimization tool. Lastly, the two main Spring Creek Parkway at Coit Road intersections were set as the master intersection, and the remaining intersection timing plans were offset by using Synchro's network offset optimization tool.

Overall Network Results

Table 5 shows the resulting MOEs for the AM peak hour. All Synchro output sheets are located in Appendix B. The number of vehicles shown equals the volume actually passing through an intersection.

Table 5. Year 2025 AM Peak Hour MOEs

Intersection	MOE		2025 AM			
			Existing	Modified Plano Standard	Michigan Lefts	CFI
Denham Way & Coit Road	Total Vehicles		4279	4279	4279	4279
	Total Delay / veh	(sec / veh)	19	15	13	14
	LOS		B	B	B	B
	Total Delay	(hr)	22	18	15	17
	Total Stops		2154	2072	2405	2349
	Total Travel Time	(hr)	58	54	51	50
	Fuel Consumed	(gal)	87	83	84	81
	CO Emissions	(kg)	6.08	5.81	5.90	5.69
	NOx Emissions	(kg)	1.18	1.13	1.15	1.11
	VOC Emissions	(kg)	1.41	1.35	1.37	1.32
Lorimar - Wyeth & Coit Road	Total Vehicles		4304	4304	4304	4304
	Total Delay / veh	(sec / veh)	6	5	4	5
	LOS		A	A	A	A
	Total Delay	(hr)	7	6	5	6
	Total Stops		499	464	839	730
	Total Travel Time	(hr)	36	35	34	27
	Fuel Consumed	(gal)	51	49	52	41
	CO Emissions	(kg)	3.54	3.45	3.65	2.86
	NOx Emissions	(kg)	0.69	0.67	0.71	0.56
	VOC Emissions	(kg)	0.82	0.80	0.85	0.66
Spring Creek WB & Coit Road	Total Vehicles		6206	6185	6185	5438
	Total Delay / veh	(sec / veh)	84	34	12	24
	LOS		F	C	B	C
	Total Delay	(hr)	144	59	20	37
	Total Stops		4787	4737	2901	4157
	Total Travel Time	(hr)	202	106	67	41
	Fuel Consumed	(gal)	242	161	113	77
	CO Emissions	(kg)	16.92	11.29	7.90	5.42
	NOx Emissions	(kg)	3.29	2.20	1.54	1.05
	VOC Emissions	(kg)	3.92	2.62	1.83	1.26

Table 5. Year 2025 AM Peak Hour MOEs (Continued)

Intersection	MOE		2025 AM			
			Existing	Modified Plano Standard	Michigan Lefts	CFI
Spring Creek EB & Coit Road	Total Vehicles		5103	5083	5083	4353
	Total Delay / veh	(sec / veh)	49	41	13	17
	LOS		D	D	B	B
	Total Delay	(hr)	69	58	19	21
	Total Stops		2935	3846	2279	1363
	Total Travel Time	(hr)	81	70	30	25
	Fuel Consumed	(gal)	96	97	55	36
	CO Emissions	(kg)	6.69	6.75	3.83	2.51
	NOx Emissions	(kg)	1.30	1.31	0.75	0.49
	VOC Emissions	(kg)	1.55	1.56	0.89	0.58
Spring Creek Parkway & Mission Ridge	Total Vehicles		3469	3469	3469	3469
	Total Delay / veh	(sec / veh)	18	16	11	12
	LOS		B	B	B	B
	Total Delay	(hr)	17	15	10	12
	Total Stops		1309	1324	1632	1302
	Total Travel Time	(hr)	40	38	33	35
	Fuel Consumed	(gal)	60	59	59	56
	CO Emissions	(kg)	4.23	4.14	4.15	3.95
	Nox Emissions	(kg)	0.82	0.81	0.81	0.77
	VOC Emissions	(kg)	0.98	0.96	0.96	0.92
Spring Creek Parkway & Preston Meadow	Total Vehicles		3963	3963	3963	3963
	Total Delay / veh	(sec / veh)	22	21	9	21
	LOS		C	C	A	C
	Total Delay	(hr)	24	23	10	23
	Total Stops		2087	2151	1597	2481
	Total Travel Time	(hr)	53	53	40	52
	Fuel Consumed	(gal)	83	83	67	87
	CO Emissions	(kg)	5.78	5.80	4.67	6.06
	Nox Emissions	(kg)	1.12	1.13	0.91	1.18
	VOC Emissions	(kg)	1.34	1.34	1.08	1.40
Network Totals	Total Delay / veh	(sec / veh)	28	16	7	8
	LOS		C	B	A	A
	Total Delay	(hr)	283	179	101	129
	Total Stops		13795	14628	15727	15042
	Total Travel Time	(hr)	517	412	338	363
	Fuel Consumed	(gal)	689	621	587	589
	CO Emissions	(kg)	48.18	43.42	41.05	41.19
	Nox Emissions	(kg)	9.37	8.45	7.99	8.01
	VOC Emissions	(kg)	11.17	10.06	9.51	9.55

Table 6 shows the resulting MOEs for the PM peak hour. All Synchro output sheets are located in Appendix B.

Table 6: Year 2025 PM Peak Hour MOEs

Intersection	MOE		2025 PM			
			Existing	Modified Plano Standard	Michigan Lefts	CFI
Denham Way & Coit Road	Total Vehicles		4177	4177	4177	4177
	Total Delay / veh	(sec / veh)	6	6	5	9
	LOS		A	A	A	A
	Total Delay	(hr)	7	7	5	11
	Total Stops		1048	1183	1169	1382
	Total Travel Time	(hr)	54	54	53	51
	Fuel Consumed	(gal)	82	83	82	78
	CO Emissions	(kg)	5.72	5.82	5.75	5.49
	Nox Emissions	(kg)	1.11	1.13	1.12	1.07
	VOC Emissions	(kg)	1.33	1.35	1.33	1.27
Lorimar – Wyeth & Coit Road	Total Vehicles		4376	4376	4376	4376
	Total Delay / veh	(sec / veh)	9	10	7	9
	LOS		A	B	A	A
	Total Delay	(hr)	11	12	8	11
	Total Stops		1781	2004	1760	1770
	Total Travel Time	(hr)	38	39	35	34
	Fuel Consumed	(gal)	63	66	61	57
	CO Emissions	(kg)	4.42	4.60	4.25	4.01
	Nox Emissions	(kg)	0.86	0.89	0.83	0.78
	VOC Emissions	(kg)	1.03	1.07	0.98	0.93
Spring Creek WB & Coit Road	Total Vehicles		5301	5262	5262	4399
	Total Delay / veh	(sec / veh)	21	14	9	11
	LOS		C	B	A	B
	Total Delay	(hr)	31	20	13	13
	Total Stops		2006	2421	2388	1622
	Total Travel Time	(hr)	64	46	39	17
	Fuel Consumed	(gal)	94	79	73	33
	CO Emissions	(kg)	6.55	5.53	5.09	2.31
	Nox Emissions	(kg)	1.27	1.08	0.99	0.45
	VOC Emissions	(kg)	1.52	1.28	1.18	0.53
Spring Creek EB & Coit Road	Total Vehicles		6154	6116	6116	5207
	Total Delay / veh	(sec / veh)	39	15	8	22
	LOS		D	B	A	C
	Total Delay	(hr)	66	26	14	32
	Total Stops		4070	3208	1900	3304
	Total Travel Time	(hr)	87	47	34	36
	Fuel Consumed	(gal)	115	78	58	65
	CO Emissions	(kg)	8.06	5.42	4.08	4.57
	Nox Emissions	(kg)	1.57	1.06	0.79	0.89
	VOC Emissions	(kg)	1.87	1.26	0.95	1.06

Table 6: Year 2025 PM Peak Hour MOEs (Continued)

Intersection	MOE		2025 PM			
			Existing	Modified Plano Standard	Michigan Lefts	CFI
Spring Creek Parkway & Mission Ridge	Total Vehicles		3465	3465	3465	3465
	Total Delay / veh	(sec / veh)	7	6	7	7
	LOS		A	A	A	A
	Total Delay	(hr)	6	6	7	7
	Total Stops		883	952	1272	896
	Total Travel Time	(hr)	30	29	30	30
	Fuel Consumed	(gal)	50	50	55	50
	CO Emissions	(kg)	3.47	3.51	3.84	3.49
	NOx Emissions	(kg)	0.67	0.68	0.75	0.68
	VOC Emissions	(kg)	0.80	0.81	0.89	0.81
Spring Creek Parkway & Preston Meadow	Total Vehicles		4084	4084	4084	4084
	Total Delay / veh	(sec / veh)	15	15	13	14
	LOS		B	B	B	B
	Total Delay	(hr)	17	17	15	16
	Total Stops		2339	2481	2465	2242
	Total Travel Time	(hr)	46	46	44	45
	Fuel Consumed	(gal)	83	84	83	81
	CO Emissions	(kg)	5.77	5.90	5.78	5.67
	NOx Emissions	(kg)	1.12	1.15	1.13	1.10
	VOC Emissions	(kg)	1.34	1.37	1.34	1.31
Network Totals	Total Delay / veh	(sec / veh)	13	8	5	6
	LOS		B	A	A	A
	Total Delay	(hr)	138	88	76	109
	Total Stops		12166	12307	14430	14182
	Total Travel Time	(hr)	375	324	318	346
	Fuel Consumed	(gal)	574	539	565	573
	CO Emissions	(kg)	40.12	37.67	39.48	40.06
	NOx Emissions	(kg)	7.81	7.33	7.68	7.79
VOC Emissions	(kg)	9.30	8.73	9.15	9.29	

Based on **Tables 5 and 6**, TCB drew the following conclusions regarding the system as a whole:

- The AM Peak Hour was the critical time period.
- Under the Synchro optimized conditions, the westbound Spring Creek Parkway at Coit Road intersection operates at LOS F for the AM Peak Period under the existing Year 2025 scenario. This is unacceptable by City of Plano standards and indicates that one of the three alternatives is necessary.
- Some improvement was noted for the Modified Plano Standard configuration, but an even greater improvement was noted for the Michigan Lefts and CFI alternatives.
- All three of the alternatives meet the City of Plano’s operational standard of LOS D or better.

Spring Creek Parkway at Coit Road Intersection Results

To determine the resulting effects at the Spring Creek Parkway at Coit Road intersections (the focus of this study), the MOEs for the adjacent four intersections were subtracted from the network totals, leaving only the results for the main two intersections. This method accounts for any additional signals that a vehicle must pass through (such as in the CFI alternative) as well as additional distance traveled (such as in the Michigan Left alternative), and provides a method of comparing the four alternatives at the two intersections while holding everything else equal. An overall intersection level of service was calculated by dividing the total delay by the number of vehicles. The resulting AM peak hour Spring Creek Parkway at Coit Road intersection results are shown in **Table 7**, while the PM peak hour results are shown in **Table 8**.

Table 7. Year 2025 AM Peak Hour Spring Creek Parkway at Coit Road Summarized Results

Intersection	Measures of Effectiveness		2025 AM			
			Existing	Modified Plano Standard	Michigan Lefts	CFI
Spring Creek Parkway & Coit Road Intersection Summary	Total Vehicles		11309	11268	11268	9791
	Avg. Delay / veh	(sec / veh)	68	37	19	26
	LOS		E	D	B	C
	Total Delay	(hr)	213	117	61	71
	Total Stops		7746	8617	9254	8180
	Total Travel Time	(hr)	330	232	180	199
	Fuel Consumed	(gal)	408	347	325	324
	CO Emissions	(kg)	28.55	24.22	22.68	22.63
	NOx Emissions	(kg)	5.56	4.71	4.41	4.39
	VOC Emissions	(kg)	6.62	5.61	5.25	5.25

Table 8. Year 2025 PM Peak Hour Spring Creek Parkway at Coit Road Summarized Results

Intersection	Measures of Effectiveness		2025 PM			
			Existing	Modified Plano Standard	Michigan Lefts	CFI
Spring Creek Parkway & Coit Road Intersection Summary	Total Vehicles		11455	11378	11378	9606
	Avg. Delay / veh	(sec / veh)	30	15	13	24
	LOS		C	B	B	C
	Total Delay	(hr)	97	46	41	64
	Total Stops		6115	5687	7764	7892
	Total Travel Time	(hr)	207	156	156	186
	Fuel Consumed	(gal)	296	256	284	307
	CO Emissions	(kg)	20.74	17.84	19.86	21.40
	NOx Emissions	(kg)	4.05	3.48	3.85	4.16
	VOC Emissions	(kg)	4.80	4.13	4.61	4.97

Based on the results shown in **Tables 7** and **8**, TCB drew the following conclusions regarding the two Spring Creek Parkway at Coit Road intersections:

- The AM peak hour was the critical time period for the day.

- Under the existing condition in Year 2025, the combined operations of the two intersections for the AM Peak period is not forecasted to meet the City of Plano standard of LOS D or better. The three alternatives, however, do meet this standard for both peak periods.
- The Michigan Lefts alternative is forecasted to provide the best overall improvement of the three alternatives for the AM peak hour:
 - This alternative provided the best operations with average vehicle delay improving from 68 seconds to 19 seconds - an improvement over the existing condition from LOS E to LOS B.
 - Total travel time was the lowest for this alternative.
 - Fuel consumption and emissions for the Michigan Lefts and CFI alternatives were even, and both showed an improvement over the Modified Plano Standard alternative.
 - During the PM peak hour, the Michigan Lefts alternative provided the best operations, though it required a higher amount of fuel and released more emissions than the Modified Plano Standard alternative. Although both alternatives showed an equal total travel time, the Michigan Lefts alternative requires left-turning vehicles to travel further, thus leading to a greater fuel consumption requirement and emissions release.
- The Modified Plano Standard alternative is forecasted to provide the best overall improvement of the three alternatives for the PM peak hour:
 - Total delay dropped by half, and operations improved from LOS C to LOS B.
 - This alternative required the fewest total stops and total travel time, required the least gallons of fuel, and released the smallest amount of emissions.
 - This alternative also provides a significant improvement over the existing configuration for the AM peak hour as well. Total delay for the AM peak hour dropped by almost half, and operations improved from LOS E to LOS D. MOE improvements were also noted for total travel time, fuel consumed, and emissions during the AM peak hour.
- The CFI performed favorably for both peak hours and provided significant MOE improvements over the existing condition. The Michigan Lefts alternative, however, provided better operations for both peak periods. Additionally, fuel consumption for the CFI was the highest during the PM peak period (higher even than that for the existing condition).
- Based solely on the Synchro results shown in **Tables 7 and 8**, TCB recommends either the Modified Plano Standard or Michigan Lefts alternatives for further considerations.

Differences Between TCB and Parsons 2002 Studies

On the whole, the operational results for this analysis were not as severe as originally forecasted in the Parsons 2002 traffic study. TCB offers two reasons for this difference between the two reports:

- The traffic volumes employed by the Parsons study at the Spring Creek Parkway at Coit Road intersection were 34 percent higher for the AM peak hour and 22 percent higher for the PM peak period. After consulting with the City of Plano, the City approved the use of the TCB counted volumes rather than the Parsons volumes for this study, which result in better operations since the demand is lower.
- According to their report, Parsons used the lane configurations provided in the City of Plano Synchro files. TCB's site visit, however, revealed several differences that were mentioned before. In reality, more lanes exist than were included for the Parsons study. Thus, the TCB model has a greater capacity than the Parsons model and results in better operations.

Benefit-to-Cost Analysis

A benefit-to-cost study provides a method of determining the cost effectiveness of various roadway modification alternatives. A benefit-to-cost ratio is determined by dividing the dollar value of an alternative's benefits by the alternative's construction cost.

Benefits Analysis

Benefits for the various alternatives are based on decreases in total signal delay and fuel consumed. As mentioned before, TCB assumed a road user cost for this analysis of \$17.80 / vehicle-hour per TxDOT and a fuel cost of \$2.50 / gallon.

TCB assumed that the resulting MOEs for each of the peak hours would represent one-tenth of the total MOEs for a day based on a traffic engineering rule of thumb. Therefore, the resulting total delays and fuel consumption values for each peak hour were combined and then multiplied by five to generate a daily benefit amount. TCB assumed an average of 50 workweeks per year which yielded 250 workdays for a year. Lastly, it was assumed that the service life for all improvements would be 20 years. TCB calculated a present value of the benefits received for each of those years using a discount rate of 7 percent. **Table 9** shows the resulting dollar amount of benefits for the three alternatives. The values shown for the MOEs represent the improvement over those for the Existing condition, and a negative value indicates that the resulting MOE was worse than that for the Existing condition. Conversely, the higher the number or dollar amount, the better the results are for that alternative over that for the Existing condition.

Table 9. Daily, Annual, and Service Life Benefits

Measure of Effectiveness (MOE)		Modified Plano Standard	Michigan Lefts	CFI
Total Emissions (kg)	AM	6.19	8.39	8.46
	PM	4.14	1.27	-0.94
	Total	10.33	9.66	7.52
Signal Delay (Veh-hour)	AM	96	152	142
	PM	51	56	33
	Total	147	208	175
Cost / hour:	\$17.80			
Signal Delay Benefit (\$) for Combined Peak Hours		\$2,617.00	\$3,702.00	\$3,115.00
Fuel Consumed (gal)	AM	61	83	84
	PM	40	12	-11
	Total	101	95	73
Cost / Gallon	\$2.50			
Fuel Consumed Benefit (\$) for Combined Peak Hours		\$253.00	\$238.00	\$183.00
Total Combined Peak Hour Benefit (\$)		\$2,869.00	\$3,940.00	\$3,298.00
Daily Peak Hour Multiplier	5			
Days / Year	250			
Service Life (Years)	20			
Discount Rate:	7%			
Total Daily Benefit (\$)		\$14,300	\$19,700	\$16,500
Total Annual Benefit (\$)		\$3,590,000	\$4,920,000	\$4,120,000
Present Value of Benefits for Service Life (\$)		\$38,000,000	\$52,200,000	\$43,700,000

Based on the results shown in **Table 9**, TCB drew the following conclusions regarding the benefits for all three alternatives:

- All three alternatives are forecasted to provide a substantial monetary benefit to this intersection.
- The Michigan Lefts alternative provided the greatest operational delay savings, while the Modified Plano Standard alternative provided the greatest fuel requirement savings.
- The Michigan Lefts alternative is forecasted to provide the greatest monetary benefit – a present value of \$52.2 million for the expected service life of 20 years.
- The CFI is forecasted to provide the next highest monetary benefit, while the Modified Plano Standard alternative provided the lowest of the three alternatives.

Cost Analysis

Planning level construction costs for the three alternatives were developed and are presented in **Table 10**. The total construction cost for each alternative has been rounded to the nearest \$100,000. These planning level costs include only major construction items (i.e. pavement removal, new pavement, traffic signals, etc.) to give a measure of the relative cost of the alternatives evaluated.

Table 10. Planning Level Construction Costs

Intersection Alternative	Planning Level Construction Cost
Modified Plano Standard	\$1.4 million
Michigan Lefts	\$1.6 million
Continuous Flow Intersection	\$2.5 million

Benefit-to-Cost Analysis Results

The benefit-to-cost ratio for each of the three alternatives is presented in Table 11. A higher benefit-to-cost ratio equates to a more cost-effective alternative.

Table 11. Benefit-to-Cost Ratios for Intersection Alternatives

Intersection Alternative	Present Value of Benefits for Service Life	Planning Level Construction Cost	Benefit-to-Cost Ratio
Modified Plano Standard	\$38.0 million	\$1.4 million	27.1
Michigan Lefts	\$52.2 million	\$1.6 million	32.6
Continuous Flow Intersection	\$43.7 million	\$2.5 million	17.5

Recommendations

From a strictly operational and benefit-to-cost standpoint, TCB recommends implementing the Michigan Left alternative at the Spring Creek Parkway at Coit Road intersection. This alternative provides the best operations for both AM and PM peak hours and offers substantial improvements in fuel consumption and emissions over the Existing condition. Additionally, this alternative provides the greatest benefit-to-cost ratio among all three alternatives. From an engineering standpoint, the Michigan Lefts alternative is the best choice among the three.

The main disadvantage to implementing a Michigan Left, however, is the newness of it. Michigan Lefts do not exist anywhere in the Dallas / Fort Worth Metroplex, and the City of Plano will have to implement an educational campaign to inform drivers about the new requirements for making a left turn. Additionally, the general public may simply not desire a change from the traditional intersection – even if such a change would provide the numerous benefits described in this study.

If the City of Plano decides against employing a Michigan Left, then TCB recommends the Modified Plano Standard alternative over the CFI. Although the CFI may provide better overall operations than the Modified Plano Standard alternative, it too would require an educational campaign and have the same disadvantages that the Michigan Lefts alternative would. Additionally, the CFI greatly restricts access to nearby commercial sites, while the Modified Plano Standard alternative would not. Finally, the CFI requires the greatest construction cost and has the lowest benefit-to-cost ratio of all three alternatives. Both alternatives meet the City of Plano's operational requirement of LOS D or better, but the Modified Plano Standard alternative is recommended over the CFI at this intersection.

Preliminary Open Meeting Item IV.

SH121 Briefing
Oral Presentation

POM IVa

MEMO

DATE: December 29, 2005

TO: Honorable Mayor and City Council
City Manager Muehlenbeck

FROM: Di Zucco, Assistant City Secretary

RE: Personnel Appointment - Executive and Worksession Meetings

The following appointments will be considered on January 9, 2006.

<u>Executive Session</u>	<u>Worksession Meeting</u>
<u>Building Standards Commission</u> Resignation of John Houcek Regular Position - Interim Term expires 10-06	<u>Heritage Commission</u> Resignation of Sharon Kite Interim Term expires 10-06

Pom Va

City of Plano
Comprehensive Monthly Finance Report
November, 2005



ABOUT THIS REPORT

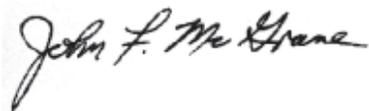
The City of Plano Finance Department is dedicated to excellence in local government, comprehensive fiscal management, compliance and reporting. The Comprehensive Monthly Finance Report (CMFR) is a unique document, directed at providing our audience (internal and external users), with the general awareness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

This report is comprised of four sections:

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

We would like to acknowledge those responsible for this report: Allison Friloux for the Financial Summary, Brent Yowell for the Economic Analysis Report and the Investment Report.

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



John F. McGrane
Director of Finance
P.O. Box 860358
Plano, TX 75006-0358
972-941-7135

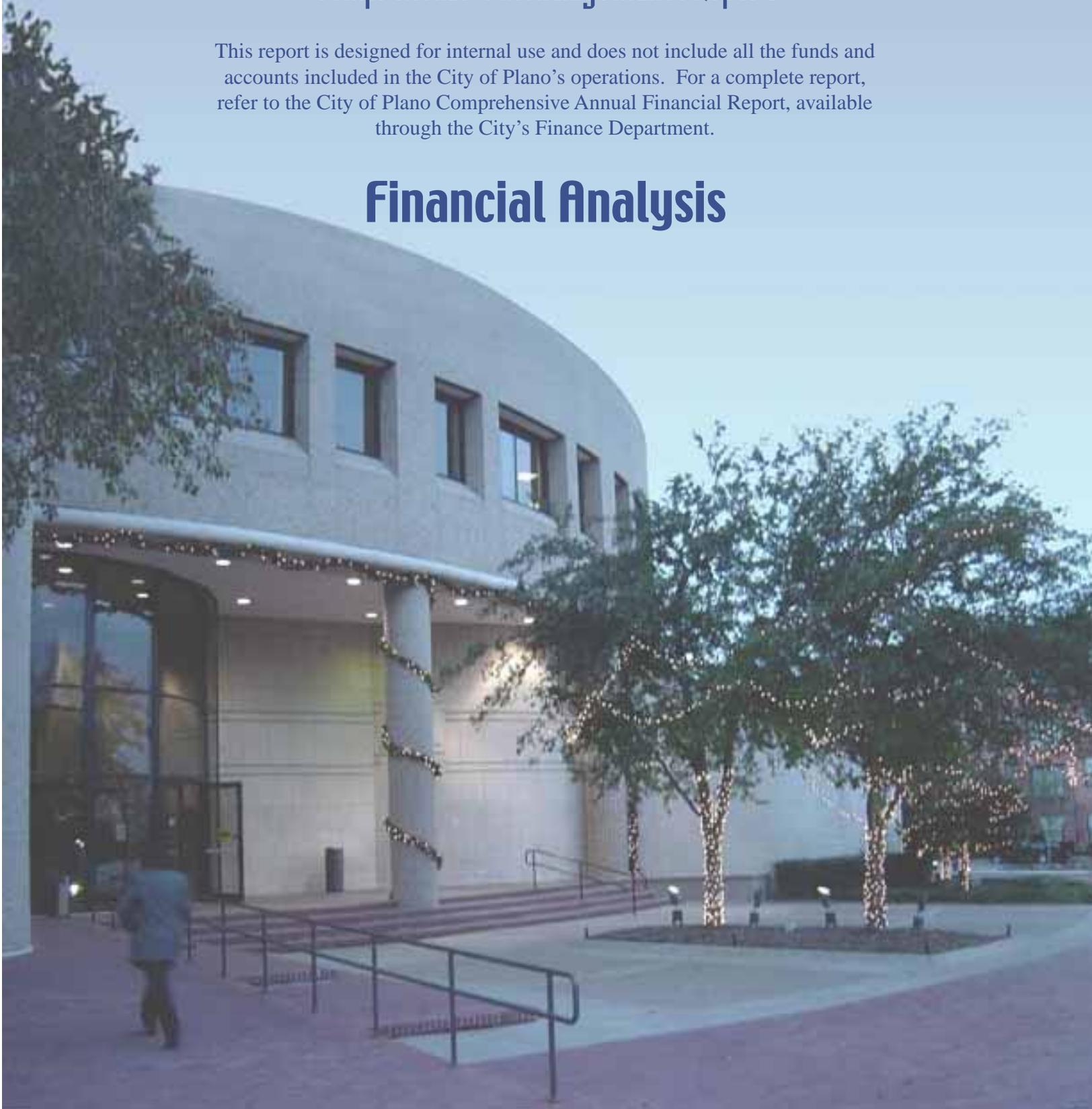


Section 1

City of Plano Comprehensive Monthly Finance Report

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

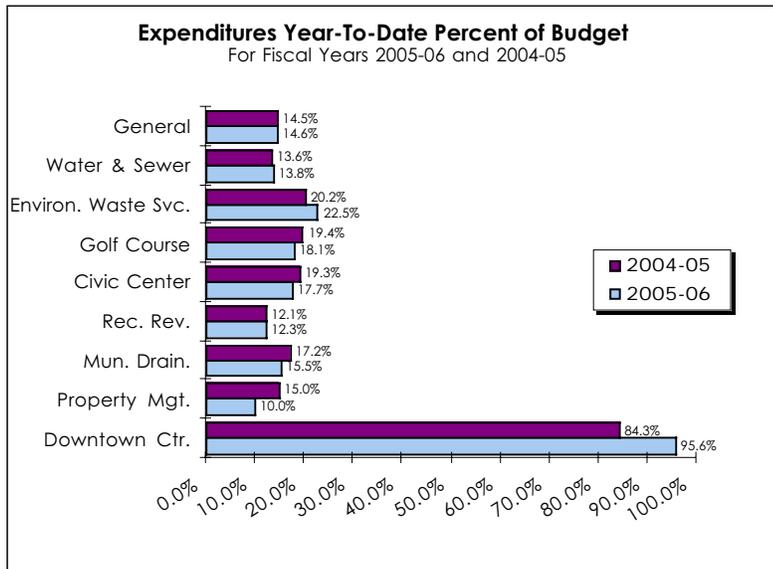
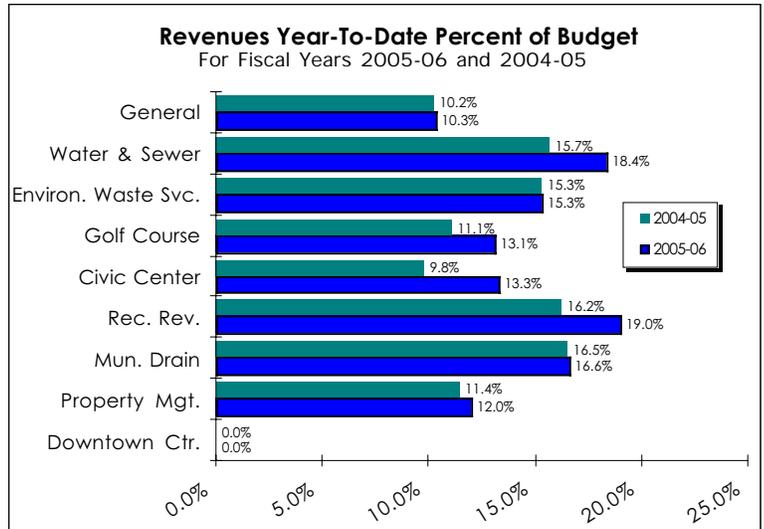
Financial Analysis



REPORT NOTES NOVEMBER 2005

The beginning fund balances in all funds are subject to final audit adjustments.

The graph right compares revenues received to date as a percent of budget for this year and last. The funds representing increases in revenues as a percent of budget are the Water & Sewer Fund, 2.7%; Civic Center Fund, 3.5%; Recreation Revolving Fund, 2.8%; Golf Course Fund, 2.0%; Property Management Fund, 0.6%; Municipal Drainage Fund, 0.1% and the General Fund, 0.1%.



The graph left compares expenditures and encumbrances to date as a percent of budget for this year and last.

The funds representing increases in expenditures as a percent of budget are the Downtown Center Development Fund, 11.3%; Environmental Waste Services Fund, 2.3%; Water & Sewer Fund, 0.2%; Recreation Revolving Fund, 0.2% and the General Fund, 0.1%. Funds representing decreases in expenditures as a percent of budget are the Property Management Fund, 5.0%; Municipal Drainage Fund, 1.7%; Civic Center Fund, 1.6% and the Golf Course Fund, 1.3%.

General Fund

Revenues

General Fund total revenues were \$834,000 greater than the same period in the prior year. As a percent of budget, revenues are 0.1% higher than prior year. The increase in revenue over prior year is due to an increase in sales tax, fees and service charges and licenses and permit revenues. Sales tax revenues increased over prior year by \$1,076,000. When comparing the month of November 2005 and November 2004, an increase of 25.7% in sales tax revenues occurred. Fees and service charge revenues increased \$322,000 as compared to prior year. Engineering inspection fee revenues increased \$128,000 attributed to a larger volume of inspections for roadway, residential and commercial projects performed in the current fiscal year. Ambulance service revenues increased \$46,000 as compared to prior year due to a 15% increase in rates effective October 1, 2005. Licenses and permit revenues increased \$131,000 primarily due to increased building inspection fee revenues collected for large commercial projects and multi-family dwelling units in the current year. The General Fund experienced decreases in revenues in the current year in ad valorem tax revenues. Ad valorem tax revenues declined \$716,000 as compared to prior year due to tax payment notices mailed later than prior year by the County.

Expenditures

Expenditures and encumbrances increased \$1,356,000 as compared to prior year. An increase in contractual / professional services in the amount of \$1,098,000 occurred attributed to timing of payment made for community services in the amount of \$368,000. In addition, funding for community services increased over prior year by \$249,000. The increase in contractual services is also due to timing of encumbered funds and actual expenditures for janitorial services, as well as replacement charges increasing \$128,000 over prior year for payment into the equipment replacement fund for future replacements of rolling stock. Interdepartmental billings to the Water & Sewer fund increased \$249,000 due to increased rates, meters and the impact of Hurricane Katrina. Personal services increased \$208,000 due to salary and benefit related expenditures for new employees hired after November 2004. However, the employer portion of group health insurance contributions decreased effective November 2004. Material and supply expenditures for neighborhood maintenance increased as compared to prior year in the amount of \$35,000 for supplies associated with the safe streets program. Capital outlay decreased \$107,000 primarily due to seven change machines for the libraries expended in the prior year in the amount of \$44,000. In addition, expenditures of \$23,000 for implements and apparatus for the Neighborhood Maintenance Program were also incurred in the previous year. Prior year encumbrances for a decontamination trailer purchased for Homeland Security in the amount of \$67,000 occurred.

Water and Sewer Fund

Water and Sewer revenues have increased by \$2,746,000 when compared to prior fiscal year. Water revenues increased \$2,256,000 and sewer revenues increased \$351,000 over prior year. The increase in water and sewer revenues is due to increased rates implemented in the current fiscal year. As a percent of budget, revenues increased 2.7%.

Total expenses increased \$118,000 as compared to prior year. Contractual / professional services increased \$242,000 primarily due to timing of encumbered funds and actual expenses for internet processing services in addition to increased usage of on-line bill payments by citizens. Services for utility billing printing and mailing also increased attributed to timing of encumbered funds and actual expenses. Payment made to North Texas Municipal Water District (NTMWD) increased \$88,000 as compared to prior year based on contractual amounts. Capital outlay decreased over prior year by \$72,000 due to the automated meter reading project being close to completing in the current fiscal year. Expenses and encumbrances increased 0.2% as a percent of budget.



Environmental Waste Services Fund

Revenues in the Environmental Waste Services Fund increased \$77,000 over the prior year. Commercial franchise revenues increased \$31,000 as compared to prior year. An increase in the current year of \$39,000 occurred in tipping fee revenues, which are collected when other cities and commercial businesses bring yard waste, wood and other types of material used to make compost products. As a percent of budget, revenues remained at 15.3% as compared to last fiscal year.

Total expenses and encumbrances increased \$694,000 over the prior year. The variance is attributed to encumbered funds in the current year for a trommel screen in the amount of \$308,000. In addition, municipal garage charges increased over last year by \$146,000 due to increased labor and fuel costs, while replacement charges to the Equipment Replacement Fund have increased \$81,000. Payments to NTMWD increased in the current fiscal year due to increased contractual obligations in the amount of \$119,000. As a percent of budget, expenses and encumbrances increased 2.3%.

Golf Course Fund

Revenues in the Golf Course Fund increased \$25,000 as compared to prior year. As a percent of re-estimate, revenues increased 2.0%.

Total expenses and encumbrances decreased \$25,000 as compared to prior year. Capital outlay decreased \$13,000 due to encumbered funds pertaining to the golf clubhouse in the prior year. As a percent of budget, expenses and encumbrances decreased 1.3%.

Civic Center Fund

Revenues in the Civic Center Fund increased \$220,000 as compared to the prior year. Hotel/motel tax revenue increased \$202,000 as compared to the prior year due to increased utilization of hotels within the City. Lease fees increased \$16,000 due to increased usage of Plano Center's facilities. As a percent of budget, revenues increased 3.5%.

Total expenses and encumbrances declined \$4,000 as compared to prior fiscal year. Expenses and encumbrances decreased 1.6% as a percent of budget.

Recreation Revolving Fund

Total revenues are \$83,000 greater than prior fiscal year primarily due to timing of revenue recognition for the fall softball league program in addition to increased participation in the fall aquatics program. As a percent of budget, revenues increased 2.8%.

Total expenses and encumbrances increased \$8,000 as compared to prior year. An increase in postage expense occurred in the current fiscal year due to an interim mailing sent out between the fall and winter sessions to encourage more participants to enroll in programs and activities. As a percent of budget, expenses and encumbrances increased 0.2%.

Municipal Drainage Fund

Municipal Drainage Fund revenues increased \$10,000 over prior year. As a percent of budget, revenues increased 0.1%.

Expenses and encumbrances increased \$62,000 over the prior year due to debris hauling services incurred in the current year. As a percent of budget, expenses and encumbrances decreased 1.7%.

Property Management Fund

Rental revenues remained the same as compared to prior year. As a percent of budget, revenues increased 0.6%.

Expenses and encumbrances decreased \$1,000 over prior year. As a percent of budget, expenses and encumbrances decreased 5.0%.

Downtown Center Development Fund

Rental revenues remained the same as compared to prior year. As a percent of budget, revenues were unchanged.

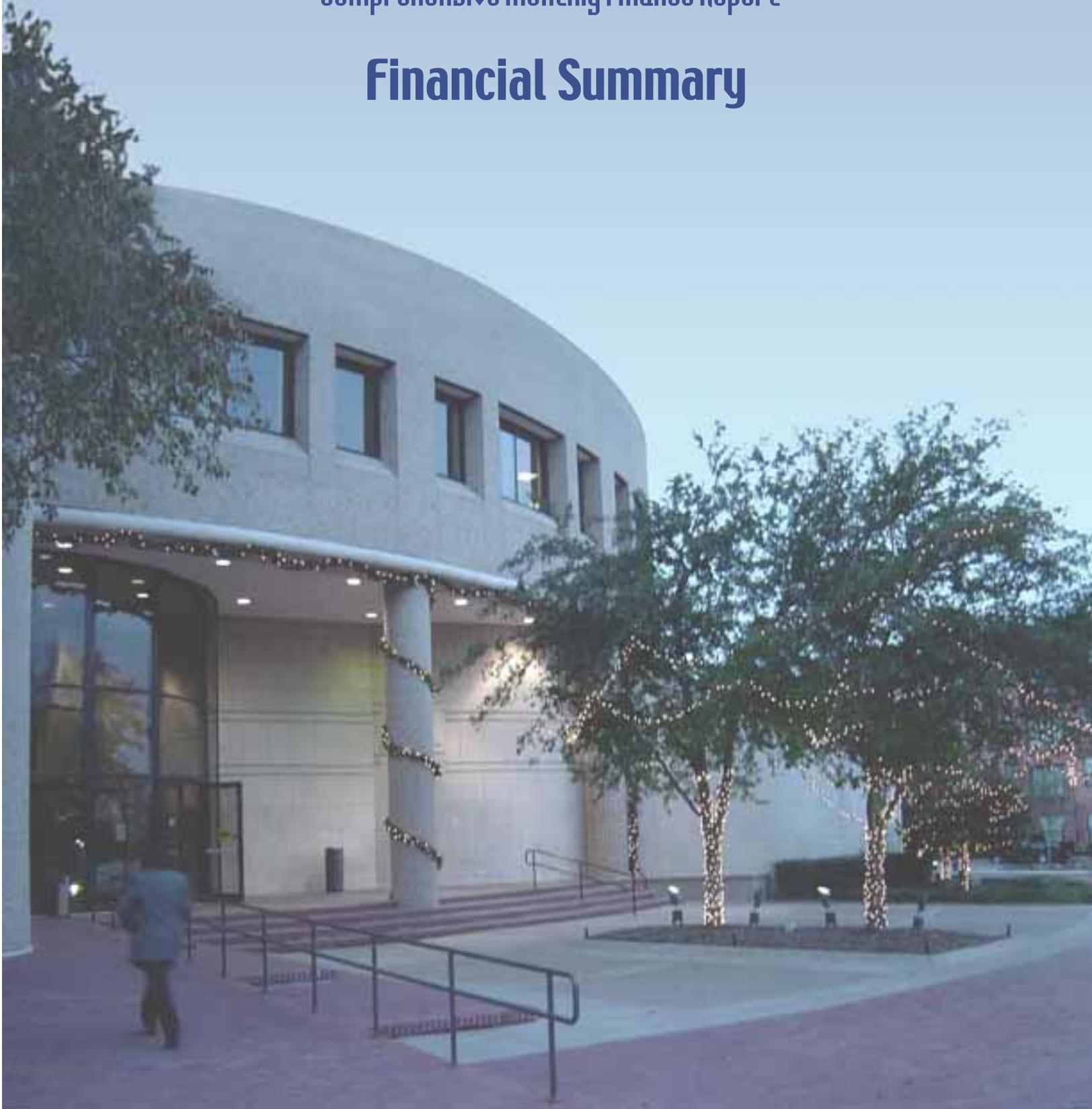
Expenses and encumbrances remained unchanged as compared to prior year. As a percent of re-estimate, expenses and encumbrances increased 11.3%.



Section 1A

City of Plano
Comprehensive Monthly Finance Report

Financial Summary



**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH NOVEMBER 30 OF FISCAL YEARS 2005, 2004 AND 2003
GENERAL FUND**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>2 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Ad valorem tax	2006	\$ 61,823,000	1,328,000	2.1%	12.89
	2005	58,007,000	2,044,000	3.5%	21.14
	2004	58,761,000	2,786,000	4.7%	28.45
Sales tax	2006	50,590,000	9,492,000	18.8%	112.58
	2005	48,668,000	8,416,000	17.3%	103.76
	2004	44,279,000	8,456,000	19.1%	114.58
Other taxes	2006	772,000	21,000	2.7%	16.32
	2005	688,000	19,000	2.8%	16.57
	2004	631,000	-	-	-
Franchise fees	2006	19,084,000	1,724,000	9.0%	54.20
	2005	19,973,000	1,699,000	8.5%	51.04
	2004	19,001,000	1,462,000	7.7%	46.17
Fines and forfeitures	2006	9,138,000	1,168,000	12.8%	76.69
	2005	9,858,000	1,199,000	12.2%	72.98
	2004	9,216,000	1,430,000	15.5%	93.10
Licenses and permits	2006	4,543,000	850,000	18.7%	112.26
	2005	4,483,000	719,000	16.0%	96.23
	2004	3,820,000	816,000	21.4%	128.17
Fees and service charges	2006	8,061,000	1,303,000	16.2%	96.99
	2005	7,098,000	981,000	13.8%	82.92
	2004	7,254,000	946,000	13.0%	78.25
Intergovernmental revenue	2006	647,000	94,000	14.5%	87.17
	2005	566,000	62,000	11.0%	65.72
	2004	562,000	101,000	18.0%	107.83
Miscellaneous revenue	2006	2,387,000	256,000	10.7%	64.35
	2005	1,669,000	263,000	15.8%	94.55
	2004	1,607,000	137,000	8.5%	51.15
TOTAL REVENUE	2006	157,045,000	16,236,000	10.3%	62.03
	2005	151,010,000	15,402,000	10.2%	61.20
	2004	145,131,000	16,134,000	11.1%	66.70

MONTHLY FINANCIAL SUMMARY REPORT
THROUGH NOVEMBER 30 OF FISCAL YEARS 2005, 2004 AND 2003
GENERAL FUND, continued

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>2 Months Actual</u>	<u>Actual/Budget</u>	<u>Performance Index</u>
EXPENDITURES & ENCUMBRANCES:					
Personal services	2006	\$ 132,944,000	16,922,000	12.7%	N/A
	2005	127,026,000	16,714,000	13.2%	N/A
	2004	117,516,000	15,641,000	13.3%	N/A
Materials and supplies	2006	5,741,000	1,170,000	20.4%	122.28
	2005	5,482,000	1,043,000	19.0%	114.16
	2004	5,000,000	914,000	18.3%	109.68
Contractual / professional	2006	35,238,000	6,871,000	19.5%	116.99
	2005	33,375,000	5,773,000	17.3%	103.78
	2004	30,663,000	4,831,000	15.8%	94.53
Sundry	2006	1,067,000	215,000	20.1%	120.90
	2005	981,000	188,000	19.2%	114.98
	2004	838,000	156,000	18.6%	111.69
Reimbursements	2006	(1,396,000)	(194,000)	13.9%	83.38
	2005	(1,432,000)	(197,000)	13.8%	82.54
	2004	(1,419,000)	(205,000)	14.4%	86.68
Capital outlay	2006	1,697,000	647,000	38.1%	228.76
	2005	1,458,000	754,000	51.7%	310.29
	2004	1,100,000	834,000	75.8%	454.91
Total Expenditures and Encumbrances	2006	175,291,000	25,631,000	14.6%	87.73
	2005	166,890,000	24,275,000	14.5%	87.27
	2004	153,698,000	22,171,000	14.4%	86.55
Excess (Deficiency) of Revenues Over Expenditures	2006	(18,246,000)	(9,395,000)	-	-
	2005	(15,880,000)	(8,873,000)	-	-
	2004	(8,567,000)	(6,037,000)	-	-
TRANSFERS IN (OUT):					
Operating transfers in	2006	15,153,000	2,525,000	16.7%	99.98
	2005	13,789,000	2,298,000	16.7%	99.99
	2004	13,158,000	2,193,000	16.7%	100.00
Operating transfers out	2006	(13,270,000)	(2,295,000)	17.3%	103.77
	2005	(13,339,000)	(2,223,000)	16.7%	99.99
	2004	(12,879,000)	(2,147,000)	16.7%	100.02
Excess (Deficiency) of Revenues and Transfers In Over Expenditures and Transfers Out	2006	(16,363,000)	(9,165,000)		
	2005	(15,430,000)	(8,798,000)		
	2004	(8,288,000)	(5,991,000)		
OPERATING FUND BALANCE OCTOBER 1	2006		38,986,000		
	2005		39,497,000		
	2004		29,802,000		
OPERATING FUND BALANCE NOVEMBER 30	2006		29,821,000		
	2005		30,699,000		
	2004		23,811,000		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
 Encumbrances in current year equal \$2,492,000



**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH NOVEMBER 30 OF FISCAL YEARS 2005, 2004 AND 2003
WATER AND SEWER FUND**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>2 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Water and sewer revenue	2006	\$ 83,000,000	15,278,000	18.4%	110.44
	2005	80,656,000	12,665,000	15.7%	94.21
	2004	80,768,000	13,231,000	16.4%	98.29
Other fees and service charges	2006	2,360,000	448,000	19.0%	113.90
	2005	2,188,000	315,000	14.4%	86.38
	2004	<u>2,382,000</u>	<u>362,000</u>	15.2%	91.18
TOTAL REVENUE	2006	85,360,000	15,726,000	18.4%	110.54
	2005	82,844,000	12,980,000	15.7%	94.01
	2004	<u>83,150,000</u>	<u>13,593,000</u>	16.3%	98.09
EXPENSES & ENCUMBRANCES:					
Personal services	2006	8,492,000	1,117,000	13.2%	N/A
	2005	8,215,000	1,145,000	13.9%	N/A
	2004	7,819,000	1,027,000	13.1%	N/A
Materials and supplies	2006	1,904,000	331,000	17.4%	104.31
	2005	1,672,000	356,000	21.3%	127.75
	2004	1,585,000	312,000	19.7%	118.11
Contractual / professional and other	2006	48,236,000	6,278,000	13.0%	78.09
	2005	47,595,000	6,036,000	12.7%	76.09
	2004	46,754,000	5,359,000	11.5%	68.77
Reimbursements	2006	156,000	26,000	16.7%	100.00
	2005	148,000	25,000	16.9%	101.35
	2004	177,000	20,000	11.3%	67.80
Capital outlay	2006	70,000	348,000	497.1%	2982.86
	2005	1,064,000	420,000	39.5%	236.84
	2004	<u>2,020,000</u>	<u>1,914,000</u>	94.8%	568.51
Total Expenses and Encumbrances	2006	58,858,000	8,100,000	13.8%	82.57
	2005	58,694,000	7,982,000	13.6%	81.60
	2004	<u>58,355,000</u>	<u>8,632,000</u>	14.8%	88.75
Excess (Deficiency) of Revenues Over Expenses	2006	26,502,000	7,626,000	-	-
	2005	24,150,000	4,998,000	-	-
	2004	24,795,000	4,961,000	-	-
TRANSFERS IN (OUT):					
Operating transfers in	2006	230,000	38,000	16.5%	99.13
	2005	469,000	78,000	16.6%	99.79
	2004	469,000	78,000	16.6%	99.79
Operating transfers out	2006	(28,082,000)	(4,680,000)	16.7%	99.99
	2005	(28,413,000)	(4,735,000)	16.7%	99.99
	2004	<u>(27,782,000)</u>	<u>(4,630,000)</u>	16.7%	99.99



**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH NOVEMBER 30 OF FISCAL YEARS 2005, 2004 AND 2003
WATER AND SEWER FUND, continued**

	<u>Fiscal Year</u>		<u>Annual Budget</u>	<u>2 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
Excess (Deficiency) of Revenues and Transfers In Over Expenses and Transfers Out	2006	\$	(1,350,000)	2,984,000		
	2005		(3,794,000)	341,000		
	2004		(2,518,000)	409,000		
OPERATING FUND BALANCE OCTOBER 1	2006			317,131,000		
	2005			319,626,000		
	2004			<u>324,442,000</u>		
OPERATING FUND BALANCE NOVEMBER 30	2006			320,115,000		
	2005			319,967,000		
	2004			<u>324,851,000</u>		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
Encumbrances in current year equal \$838,000



**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH NOVEMBER 30 OF FISCAL YEARS 2005, 2004 AND 2003
ENVIRONMENTAL WASTE SERVICES FUND**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>2 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Commerical solid waste franchise	2006	\$ 5,307,000	833,000	15.7%	94.18
	2005	5,161,000	802,000	15.5%	93.24
	2004	4,963,000	751,000	15.1%	90.79
Refuse collection revenue	2006	11,106,000	1,780,000	16.0%	96.16
	2005	11,035,000	1,782,000	16.1%	96.89
	2004	10,444,000	1,730,000	16.6%	99.39
Other fees and service charges	2006	1,367,000	109,000	8.0%	47.84
	2005	1,113,000	61,000	5.5%	32.88
	2004	<u>913,000</u>	<u>56,000</u>	6.1%	36.80
TOTAL REVENUE	2006	17,780,000	2,722,000	15.3%	91.86
	2005	17,309,000	2,645,000	15.3%	91.69
	2004	<u>16,320,000</u>	<u>2,537,000</u>	15.5%	93.27
EXPENSES & ENCUMBRANCES:					
Personal services	2006	5,119,000	655,000	12.8%	N/A
	2005	4,938,000	654,000	13.2%	N/A
	2004	4,673,000	575,000	12.3%	N/A
Materials and supplies	2006	316,000	46,000	14.6%	87.34
	2005	265,000	24,000	9.1%	54.34
	2004	266,000	33,000	12.4%	74.44
Contractual / professional	2006	11,480,000	2,925,000	25.5%	152.87
	2005	10,361,000	2,563,000	24.7%	148.42
	2004	9,979,000	2,614,000	26.2%	157.17
Sundry	2006	84,000	14,000	16.7%	100.00
	2005	80,000	11,000	13.8%	82.50
	2004	77,000	4,000	5.2%	31.17
Reimbursements	2006	44,000	9,000	20.5%	122.73
	2005	39,000	9,000	23.1%	138.46
	2004	49,000	8,000	16.3%	97.96
Capital outlay	2006	532,000	308,000	57.9%	347.37
	2005	436,000	2,000	0.5%	2.75
	2004	<u>14,000</u>	<u>43,000</u>	307.1%	1,842.86
Total Expenses and Encumbrances	2006	17,575,000	3,957,000	22.5%	135.09
	2005	16,119,000	3,263,000	20.2%	121.46
	2004	<u>15,058,000</u>	<u>3,277,000</u>	21.8%	130.58
Excess (Deficiency) of Revenues Over Expenses	2006	205,000	(1,235,000)	-	-
	2005	1,190,000	(618,000)	-	-
	2004	1,262,000	(740,000)	-	-
TRANSFERS OUT:					
Operating transfers out	2006	(1,176,000)	(196,000)	16.7%	100.00
	2005	(1,160,000)	(193,000)	16.6%	99.83
	2004	<u>(1,282,000)</u>	<u>(214,000)</u>	16.7%	100.16

**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH NOVEMBER 30 OF FISCAL YEARS 2005, 2004 AND 2003
ENVIRONMENTAL WASTE SERVICES FUND, continued**

	<u>Fiscal Year</u>		<u>Annual Budget</u>	<u>2 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
Excess (Deficiency) of Revenues Over Expenses and Transfers Out	2006	\$	(971,000)	(1,431,000)		
	2005		30,000	(811,000)		
	2004		(20,000)	(954,000)		
OPERATING FUND BALANCE OCTOBER 1	2006			2,578,000		
	2005			2,902,000		
	2004			<u>2,305,000</u>		
OPERATING FUND BALANCE NOVEMBER 30	2006			1,147,000		
	2005			2,091,000		
	2004			<u>1,351,000</u>		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
Encumbrances in current year equal \$1,333,000



**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH NOVEMBER 30 OF FISCAL YEARS 2005, 2004 AND 2003
MUNICIPAL GOLF COURSE FUND**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>2 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Fees and service charges	2006	\$ 1,071,000	142,000	13.3%	79.55
	2005	1,011,000	118,000	11.7%	70.03
	2004	1,025,000	101,000	9.9%	59.12
Miscellaneous revenue	2006	31,000	2,000	6.5%	38.71
	2005	61,000	1,000	1.6%	9.84
	2004	<u>74,000</u>	<u>8,000</u>	10.8%	64.86
TOTAL REVENUE	2006	1,102,000	144,000	13.1%	78.40
	2005	1,072,000	119,000	11.1%	66.60
	2004	<u>1,099,000</u>	<u>109,000</u>	9.9%	59.51
EXPENSES & ENCUMBRANCES:					
Personal services	2006	577,000	94,000	16.3%	N/A
	2005	614,000	97,000	15.8%	N/A
	2004	550,000	80,000	14.5%	N/A
Materials and supplies	2006	144,000	36,000	25.0%	150.00
	2005	151,000	45,000	29.8%	178.81
	2004	157,000	13,000	8.3%	49.68
Contractual / professional and other	2006	145,000	27,000	18.6%	111.72
	2005	171,000	27,000	15.8%	94.74
	2004	234,000	26,000	11.1%	66.67
Capital outlay	2006	-	-	-	-
	2005	-	13,000	-	-
	2004	<u>1,440,000</u>	<u>1,149,000</u>	79.8%	478.75
Total Expenses and Encumbrances	2006	866,000	157,000	18.1%	108.78
	2005	936,000	182,000	19.4%	116.67
	2004	<u>2,381,000</u>	<u>1,268,000</u>	53.3%	319.53
Excess (Deficiency) of Revenues Over Expenses	2006	236,000	(13,000)	-	-
	2005	136,000	(63,000)	-	-
	2004	(1,282,000)	(1,159,000)	-	-
TRANSFERS OUT:					
Operating transfers out	2006	-	-	-	-
	2005	(54,000)	(9,000)	16.7%	100.00
	2004	<u>(55,000)</u>	<u>(9,000)</u>	16.4%	98.18
Excess (Deficiency) of Revenues Over Expenses and Transfers Out	2006	236,000	(13,000)		
	2005	82,000	(72,000)		
	2004	(1,337,000)	(1,168,000)		
OPERATING FUND BALANCE OCTOBER 1	2006		2,284,000		
	2005		2,333,000		
	2004		<u>2,663,000</u>		
OPERATING FUND BALANCE NOVEMBER 30	2006		2,271,000		
	2005		2,261,000		
	2004		<u>1,495,000</u>		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
Encumbrances in current year equal \$19,000

**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH NOVEMBER 30 OF FISCAL YEARS 2005, 2004 AND 2003
CIVIC CENTER FUND**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>2 Months Actual</u>	<u>Actual/Budget</u>	<u>Performance Index</u>
REVENUES:					
Hotel occupancy tax	2006	\$ 3,411,000	484,000	14.2%	85.14
	2005	2,936,000	282,000	9.6%	57.63
	2004	2,805,000	252,000	9.0%	53.90
Fees and service charges	2006	2,210,000	265,000	12.0%	71.95
	2005	2,467,000	247,000	10.0%	60.07
	2004	<u>2,535,000</u>	<u>237,000</u>	9.3%	56.09
TOTAL REVENUE	2006	5,621,000	749,000	13.3%	79.95
	2005	5,403,000	529,000	9.8%	58.75
	2004	<u>5,340,000</u>	<u>489,000</u>	9.2%	54.94
EXPENSES & ENCUMBRANCES:					
Personal services	2006	2,847,000	285,000	10.0%	N/A
	2005	2,477,000	316,000	12.8%	N/A
	2004	2,219,000	268,000	12.1%	N/A
Materials and supplies	2006	724,000	79,000	10.9%	65.47
	2005	753,000	62,000	8.2%	49.40
	2004	803,000	72,000	9.0%	53.80
Contractual / professional and other	2006	2,558,000	720,000	28.1%	168.88
	2005	2,408,000	710,000	29.5%	176.91
	2004	2,492,000	702,000	28.2%	169.02
Capital outlay	2006	5,000	-	-	-
	2005	-	-	-	-
	2004	<u>99,000</u>	<u>3,000</u>	3.0%	18.18
Total Expenses and Encumbrances	2006	6,134,000	1,084,000	17.7%	106.03
	2005	5,638,000	1,088,000	19.3%	115.79
	2004	<u>5,613,000</u>	<u>1,045,000</u>	18.6%	111.70
Excess (Deficiency) of Revenues Over Expenses	2006	(513,000)	(335,000)	-	-
	2005	(235,000)	(559,000)	-	-
	2004	(273,000)	(556,000)	-	-
TRANSFERS OUT :					
Operating transfers out	2006	(427,000)	(71,000)	16.6%	99.77
	2005	(437,000)	(73,000)	16.7%	100.23
	2004	<u>(267,000)</u>	<u>(45,000)</u>	16.9%	101.12
Excess (Deficiency) of Revenues Over Expenses and Transfers Out	2006	(940,000)	(406,000)		
	2005	(672,000)	(632,000)		
	2004	(540,000)	(601,000)		
OPERATING FUND BALANCE OCTOBER 1	2006		7,142,000		
	2005		7,504,000		
	2004		<u>7,756,000</u>		
OPERATING FUND BALANCE NOVEMBER 30	2006		6,736,000		
	2005		6,872,000		
	2004		<u>7,155,000</u>		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
Encumbrances in current year equal \$72,000



**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH NOVEMBER 30 OF FISCAL YEARS 2005, 2004 AND 2003
RECREATION REVOLVING FUND**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>2 Months Actual</u>	<u>Actual/Budget</u>	<u>Performance Index</u>
REVENUES:					
Fees and service charges	2006	\$ 2,579,000	486,000	18.8%	113.07
	2005	2,522,000	410,000	16.3%	97.54
	2004	2,543,000	447,000	17.6%	105.47
Miscellaneous revenue	2006	37,000	12,000	32.4%	194.59
	2005	35,000	5,000	14.3%	85.71
	2004	29,000	5,000	17.2%	103.45
TOTAL REVENUE	2006	2,616,000	498,000	19.0%	114.22
	2005	2,557,000	415,000	16.2%	97.38
	2004	2,572,000	452,000	17.6%	105.44
EXPENSES & ENCUMBRANCES:					
Personal services	2006	955,000	100,000	10.5%	N/A
	2005	1,004,000	99,000	9.9%	N/A
	2004	987,000	96,000	9.7%	N/A
Materials and supplies	2006	180,000	29,000	16.1%	96.67
	2005	174,000	25,000	14.4%	86.21
	2004	203,000	15,000	7.4%	44.33
Contractual / professional	2006	1,269,000	169,000	13.3%	79.91
	2005	1,220,000	167,000	13.7%	82.13
	2004	1,179,000	195,000	16.5%	99.24
Sundry	2006	57,000	4,000	7.0%	42.11
	2005	32,000	3,000	9.4%	56.25
	2004	21,000	3,000	14.3%	85.71
Capital outlay	2006	-	-	-	-
	2005	-	-	-	-
	2004	-	-	-	-
Total Expenses and Encumbrances	2006	2,461,000	302,000	12.3%	73.63
	2005	2,430,000	294,000	12.1%	72.59
	2004	2,390,000	309,000	12.9%	77.57
Excess (Deficiency) of Revenues Over Expenses	2006	155,000	196,000	-	-
	2005	127,000	121,000	-	-
	2004	182,000	143,000	-	-
TRANSFERS OUT:					
Operating transfers out	2006	(131,000)	(22,000)	16.8%	100.76
	2005	(128,000)	(21,000)	16.4%	98.44
	2004	(129,000)	(21,000)	16.3%	97.67
Excess (Deficiency) of Revenues Over Expenses and Transfers Out	2006	24,000	174,000		
	2005	(1,000)	100,000		
	2004	53,000	122,000		
OPERATING FUND BALANCE OCTOBER 1	2006		182,000		
	2005		123,000		
	2004		7,000		
OPERATING FUND BALANCE NOVEMBER 30	2006		356,000		
	2005		223,000		
	2004		129,000		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
Encumbrances in current year equal \$18,000

**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH NOVEMBER 30 OF FISCAL YEARS 2005, 2004 AND 2003
MUNICIPAL DRAINAGE FUND**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>2 Months Actual</u>	<u>Actual/Budget</u>	<u>Performance Index</u>
REVENUES:					
Fees and service charges	2006	\$ 4,812,000	787,000	16.4%	98.13
	2005	4,788,000	786,000	16.4%	98.50
	2004	4,782,000	772,000	16.1%	96.86
Miscellaneous revenue	2006	47,000	19,000	40.4%	242.55
	2005	35,000	10,000	28.6%	171.43
	2004	20,000	5,000	25.0%	150.00
TOTAL REVENUE	2006	4,859,000	806,000	16.6%	99.53
	2005	4,823,000	796,000	16.5%	99.03
	2004	4,802,000	777,000	16.2%	97.08
EXPENSES & ENCUMBRANCES:					
Personal services	2006	1,090,000	134,000	12.3%	N/A
	2005	1,005,000	128,000	12.7%	N/A
	2004	912,000	109,000	12.0%	N/A
Materials and supplies	2006	148,000	21,000	14.2%	85.14
	2005	120,000	30,000	25.0%	150.00
	2004	119,000	16,000	13.4%	80.67
Contractual / professional and other	2006	1,323,000	243,000	18.4%	110.20
	2005	844,000	180,000	21.3%	127.96
	2004	828,000	160,000	19.3%	115.94
Capital outlay	2006	27,000	2,000	7.4%	-
	2005	-	-	-	-
	2004	-	-	-	-
Total Expenses and Encumbrances	2006	2,588,000	400,000	15.5%	92.74
	2005	1,969,000	338,000	17.2%	103.00
	2004	1,859,000	285,000	15.3%	91.98
Excess (Deficiency) of Revenues Over Expenses	2006	2,271,000	406,000	-	-
	2005	2,854,000	458,000	-	-
	2004	2,943,000	492,000	-	-
TRANSFERS OUT:					
Operating transfers out	2006	(2,441,000)	(406,000)	16.6%	99.80
	2005	(2,514,000)	(419,000)	16.7%	100.00
	2004	(2,493,000)	(416,000)	16.7%	100.12
Excess (Deficiency) of Revenues Over Expenses and Transfers Out	2006	(170,000)	-		
	2005	340,000	39,000		
	2004	450,000	76,000		
OPERATING FUND BALANCE OCTOBER 1	2006		17,924,000		
	2005		14,995,000		
	2004		13,749,000		
OPERATING FUND BALANCE NOVEMBER 30	2006		17,924,000		
	2005		15,034,000		
	2004		13,825,000		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
Encumbrances in current year equal \$114,000



**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH NOVEMBER 30 OF FISCAL YEARS 2005, 2004 AND 2003
PROPERTY MANAGEMENT FUND**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>2 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Rental and other revenue	2006	\$ 75,000	9,000	12.0%	72.00
	2005	79,000	9,000	11.4%	68.35
	2004	<u>76,000</u>	<u>8,000</u>	10.5%	63.16
EXPENSES & ENCUMBRANCES					
Materials and supplies	2006	1,000	-	-	-
	2005	1,000	-	-	-
	2004	1,000	-	-	-
Contractual / professional	2006	19,000	2,000	10.5%	63.16
	2005	19,000	3,000	15.8%	94.74
	2004	19,000	8,000	42.1%	252.63
Capital Outlay	2006	-	-	-	-
	2005	-	-	-	-
	2004	<u>16,000</u>	<u>16,000</u>	100.0%	600.00
Total Expenses and Encumbrances	2006	20,000	2,000	10.0%	60.00
	2005	20,000	3,000	15.0%	90.00
	2004	<u>36,000</u>	<u>24,000</u>	66.7%	400.00
Excess (Deficiency) of Revenues Over Expenses	2006	55,000	7,000	-	-
	2005	59,000	6,000	-	-
	2004	40,000	(16,000)	-	-
OPERATING FUND BALANCE OCTOBER 1	2006		1,631,000		
	2005		1,607,000		
	2004		<u>1,615,000</u>		
OPERATING FUND BALANCE NOVEMBER 30	2006		1,638,000		
	2005		1,613,000		
	2004		<u><u>1,599,000</u></u>		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.

**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH NOVEMBER 30 OF FISCAL YEARS 2005, 2004 AND 2003
DOWNTOWN CENTER DEVELOPMENT FUND**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>2 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Rental and other revenue	2006	\$ 68,000	-	-	-
	2005	68,000	-	-	-
	2004	<u>68,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
EXPENSES & ENCUMBRANCES					
Contractual / professional	2006	45,000	43,000	95.6%	573.33
	2005	45,000	43,000	95.6%	573.33
	2004	45,000	43,000	95.6%	573.33
Capital outlay	2006	-	-	-	-
	2005	6,000	-	-	-
	2004	<u>6,000</u>	<u>6,000</u>	100.0%	600.00
Total Expenses and Encumbrances	2006	45,000	43,000	95.6%	573.33
	2005	51,000	43,000	84.3%	505.88
	2004	<u>51,000</u>	<u>49,000</u>	96.1%	576.47
Excess (Deficiency) of Revenues Over Expenses	2006	23,000	(43,000)	-	-
	2005	17,000	(43,000)	-	-
	2004	17,000	(49,000)	-	-
OPERATING FUND BALANCE OCTOBER 1	2006		78,000		
	2005		53,000		
	2004		<u>28,000</u>		
OPERATING FUND BALANCE NOVEMBER 30	2006		35,000		
	2005		10,000		
	2004		<u>(21,000)</u>		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.



EQUITY IN TREASURY POOL

NOVEMBER, 2005

FUND NO.	FUND NAME	CASH	EQUITY IN TREASURY POOL	TOTAL 11/30/05	TOTAL 10/01/05	TOTAL 11/30/04
GENERAL FUND:						
01	General	\$ 78,000	24,989,000	25,067,000	34,010,000	24,594,000
77	Payroll	-	1,915,000	1,915,000	1,687,000	1,842,000
24	City Store	-	7,000	7,000	6,000	5,000
994	Plano All-America City	-	(29,000)	(29,000)	(29,000)	-
		<u>78,000</u>	<u>26,882,000</u>	<u>26,960,000</u>	<u>35,674,000</u>	<u>26,441,000</u>
DEBT SERVICE FUND:						
03	G.O. Debt Service	-	2,126,000	2,126,000	1,933,000	1,033,000
		-	<u>2,126,000</u>	<u>2,126,000</u>	<u>1,933,000</u>	<u>1,033,000</u>
CAPITAL PROJECTS:						
22	Recreation Center Facilities	-	428,000	428,000	610,000	632,000
23	Street Enhancement	-	1,227,000	1,227,000	1,220,000	1,175,000
25	1991 Police & Courts Facility	-	897,000	897,000	961,000	873,000
27	1991 Library Facility	-	179,000	179,000	377,000	(35,000)
28	1991 Fire Facility	-	919,000	919,000	1,059,000	1,020,000
31	Municipal Facilities	-	356,000	356,000	354,000	344,000
32	Park Improvements	-	3,345,000	3,345,000	3,542,000	2,795,000
33	Street & Drainage Improvement	-	(1,087,000)	(1,087,000)	(132,000)	5,133,000
35	Capital Reserve	-	26,957,000	26,957,000	26,902,000	26,804,000
38	DART L.A.P.	-	681,000	681,000	677,000	(19,000)
39	Spring Creekwalk	-	21,000	21,000	20,000	20,000
52	Park Service Areas	-	4,266,000	4,266,000	4,190,000	3,900,000
53	Creative & Performing Arts	-	1,386,000	1,386,000	1,499,000	1,393,000
54	Animal Control Facilities	-	189,000	189,000	187,000	219,000
60	Joint Use Facilities	-	504,000	504,000	501,000	484,000
110	G.O. Bond Clearing - 1999	-	2,484,000	2,484,000	2,478,000	3,023,000
190	G.O. Bond Clearing - 2000	-	3,662,000	3,662,000	3,641,000	3,660,000
230	G.O. Bond Clearing - 2001	-	2,573,000	2,573,000	2,558,000	2,778,000
240	G.O. Bond Clearing - 2001-A	-	183,000	183,000	182,000	211,000
250	Tax Notes Clearing - 2001-A	-	255,000	255,000	253,000	551,000
92	G.O. Bond Refund/Clearing - 2002	-	118,000	118,000	266,000	594,000
270	G.O. Bond Refund/Clearing - 2003	-	1,828,000	1,828,000	1,818,000	8,778,000
310	G.O. Bond Refund/Clearing - 2005	-	25,868,000	25,868,000	27,403,000	-
		-	<u>77,239,000</u>	<u>77,239,000</u>	<u>80,566,000</u>	<u>64,333,000</u>
ENTERPRISE FUNDS:						
26	Municipal Drainage CIP	-	67,000	67,000	81,000	1,346,000
34	Sewer CIP	-	4,073,000	4,073,000	4,361,000	6,993,000
36	Water CIP	-	5,225,000	5,225,000	5,108,000	7,679,000
37	Downtown Center Development	-	35,000	35,000	41,000	9,000
41	Water & Sewer - Operating	4,924,000	6,463,000	11,387,000	3,676,000	4,663,000
42	Water & Sewer - Debt Service	-	2,228,000	2,228,000	1,594,000	2,173,000
43	Municipal Drainage - Debt Service	-	2,387,000	2,387,000	2,481,000	4,214,000
44	W & S Impact Fees Clearing	-	1,300,000	1,300,000	1,131,000	328,000
45	Environmental Waste Services	-	892,000	892,000	1,193,000	228,000
46	Convention & Tourism	4,000	1,760,000	1,764,000	1,902,000	1,223,000
81	Friends of Plano Centre	-	3,000	3,000	3,000	3,000
47	Municipal Drainage	-	3,581,000	3,581,000	3,295,000	1,639,000
48	Municipal Golf Course	-	60,000	60,000	69,000	66,000
49	Property Management	-	300,000	300,000	287,000	267,000
51	Recreation Revolving	-	617,000	617,000	778,000	449,000
95	W & S Bond Clearing - 1990	-	178,000	178,000	177,000	174,000
96	W & S Bond Clearing - 1991	-	98,000	98,000	98,000	97,000
101	W & S Bond Clearing - 1993A	-	265,000	265,000	264,000	260,000
103	Municipal Bond Drain Clearing-1995	-	252,000	252,000	251,000	247,000
104	Municipal Drain Bond Clearing-1996	-	158,000	158,000	157,000	155,000
107	Municipal Drain Bond Clearing-1997	-	224,000	224,000	223,000	220,000
108	Municipal Drain Bond Clearing-1998	-	75,000	75,000	75,000	74,000
210	Municipal Drain Bond Clearing-1999	-	140,000	140,000	139,000	138,000
260	Municipal Drain Rev Bond Clearing - 2001	-	117,000	117,000	116,000	114,000
280	Municipal Drain Rev Bond Clearing - 2003	-	31,000	31,000	31,000	30,000
320	Municipal Drain Rev Bond Clearing - 2005	-	2,197,000	2,197,000	2,302,000	-
		<u>4,928,000</u>	<u>32,726,000</u>	<u>37,654,000</u>	<u>29,833,000</u>	<u>32,789,000</u>

EQUITY IN TREASURY POOL

NOVEMBER, 2005

FUND NO.	FUND NAME	CASH	EQUITY IN TREASURY POOL	TOTAL 11/30/05	TOTAL 10/01/05	TOTAL 11/30/04
SPECIAL REVENUE FUNDS:						
2	Sproles Library	-	258,000	258,000	257,000	253,000
4	TIF-Mall	-	30,000	30,000	30,000	20,000
5	TIF-East Side	-	4,374,000	4,374,000	4,374,000	3,326,000
11	LLEBG-Police Grant	-	37,000	37,000	37,000	123,000
12	Criminal Investigation	-	714,000	714,000	756,000	732,000
13	Grant	-	(309,000)	(309,000)	-	108,000
14	Wireline Fees	-	343,000	343,000	301,000	247,000
15	Judicial Efficiency	-	83,000	83,000	86,000	77,000
16	Industrial	-	16,000	16,000	16,000	16,000
17	Intergovernmental	-	271,000	271,000	262,000	211,000
18	Government Access/CATV	-	276,000	276,000	322,000	352,000
19	Teen Court Program	-	23,000	23,000	22,000	16,000
20	Municipal Courts Technology	-	1,089,000	1,089,000	1,050,000	937,000
55	Municipal Court-Building Security Fees	-	1,020,000	1,020,000	996,000	890,000
56	911 Reserve Fund	-	4,916,000	4,916,000	4,771,000	4,423,000
57	State Library Grants	-	-	-	-	-
67	Disaster Relief	-	456,000	456,000	-	-
68	Animal Shelter Donations	-	35,000	35,000	31,000	-
73	Memorial Library	-	162,000	162,000	166,000	159,000
		-	13,794,000	13,794,000	13,477,000	11,890,000
INTERNAL SERVICE FUNDS:						
6	Public Safety Technology	-	1,954,000	1,954,000	1,495,000	1,718,000
9	Technology Infrastructure	-	3,847,000	3,847,000	3,671,000	3,737,000
58	PC Replacement	-	937,000	937,000	825,000	682,000
59	Service Center	-	(16,000)	(16,000)	115,000	113,000
61	Equipment Maintenance	-	(3,806,000)	(3,806,000)	-	(156,000)
62	Information Technology	-	2,964,000	2,964,000	3,060,000	3,092,000
63	Office Services	-	(413,000)	(413,000)	-	(64,000)
64	Warehouse	-	248,000	248,000	309,000	44,000
65	Property/Liability Loss	-	5,553,000	5,553,000	5,398,000	5,384,000
66	Technology Services	-	9,537,000	9,537,000	8,991,000	7,755,000
71	Equipment Replacement	-	9,408,000	9,408,000	6,777,000	4,743,000
78	Health Claims	-	13,356,000	13,356,000	12,412,000	8,392,000
79	Parkway Service Ctr. Expansion	-	1,442,000	1,442,000	2,048,000	3,812,000
		-	45,011,000	45,011,000	45,101,000	39,252,000
FIDUCIARY FUNDS:						
7	Unclaimed Property	-	35,000	35,000	35,000	29,000
8	Library Training Lab	-	11,000	11,000	7,000	8,000
69	Collin County Seized Assets	-	229,000	229,000	232,000	138,000
74	Developers' Escrow	-	6,865,000	6,865,000	6,812,000	7,188,000
76	Economic Development	-	1,003,000	1,003,000	977,000	923,000
84	Rebate	-	1,666,000	1,666,000	1,630,000	851,000
		-	9,809,000	9,809,000	9,693,000	9,137,000
TOTAL		\$ 5,006,000	207,587,000	212,593,000	216,277,000	184,875,000
TRUST FUNDS						
		CASH	TRUST INVESTMENTS	TOTAL 11/30/05	TOTAL 10/01/05	TOTAL 11/30/04
42	Water & Sewer Reserve	\$ -	935,000	935,000	913,000	914,000
72	Retirement Security Plan	-	53,866,000	53,866,000	42,016,000	47,066,000
TOTAL TRUST FUNDS		\$ -	54,801,000	54,801,000	42,929,000	47,980,000

A Treasury Pool fund has been created for the purpose of consolidating cash and investments. All City funds not restricted or held in trust are included in this consolidated fund. Each fund's "Equity in Treasury Pool" represents the fund's proportionate share of the Treasury Pool Fund. At November 30, 2005 the Treasury Pool, including an adjustment to Fair Value as required by GASB 31, consisted of the following:

Cash	3,401,000
Local Government Investment Pool	14,262,000
Federal Securities	192,261,000
Municipal Bonds	-
Fair Value Adjustment	(3,968,000)
Interest Receivable	1,631,000
	<u>207,587,000</u>



ANALYSIS OF CLAIMS PAYMENTS

HEALTH CLAIMS FUND THROUGH NOVEMBER 30 OF FISCAL YEARS 2006 AND 2005

Health Claims Fund	1 month			1 month			Year to Date		
	FY 05-06 October	FY 04-05 October	Variance Favorable (Unfavorable)	FY 05-06 November	FY 04-05 November	Variance Favorable (Unfavorable)	FY 05-06 Total	FY 04-05 Total	Variance Favorable (Unfavorable)
Revenues									
Employees Health Ins. Contributions	\$ 173,000	\$ 171,000	2,000	173,000	\$ 170,000	3,000	\$ 346,000	\$ 341,000	5,000
Employers Health Ins. Contributions	1,460,000	1,807,000	(347,000)	1,460,000	1,804,000	(344,000)	2,920,000	3,611,000	(691,000)
Contributions for Retirees	39,000	35,000	4,000	39,000	35,000	4,000	78,000	70,000	8,000
Cobra Insurance Receipts	2,000	4,000	(2,000)	1,000	4,000	(3,000)	3,000	8,000	(5,000)
Retiree Insurance Receipts	20,000	23,000	(3,000)	23,000	16,000	7,000	43,000	39,000	4,000
City Council Receipts	1,000	-	1,000	1,000	-	1,000	2,000	-	2,000
Plano Housing Authority	4,000	10,000	(6,000)	3,000	4,000	(1,000)	7,000	14,000	(7,000)
Interest	36,000	12,000	24,000	38,000	23,000	15,000	74,000	35,000	39,000
Total Revenues	1,735,000	2,062,000	(327,000)	1,738,000	2,056,000	(318,000)	3,473,000	4,118,000	(645,000)
Expenses									
Insurance	95,000	90,000	(5,000)	95,000	90,000	(5,000)	190,000	180,000	(5,000)
Contracts- Professional Svc.	9,000	7,000	(2,000)	22,000	66,000	44,000	31,000	73,000	(2,000)
Contracts- Other	60,000	70,000	10,000	82,000	78,000	(4,000)	142,000	148,000	10,000
Health Claims Paid	(1,000)	(31,000)	(30,000)	(194,000)	(100,000)	94,000	(195,000)	(131,000)	(30,000)
Health Claims - Prescription	105,000	-	(105,000)	236,000	-	(236,000)	341,000	-	(105,000)
Health Claims Paid -UHC	752,000	832,000	80,000	1,128,000	944,000	(184,000)	1,880,000	1,776,000	80,000
Health Claims Paid-EBS	-	8,000	8,000	-	7,000	7,000	-	15,000	8,000
Cobra Insurance Paid	1,000	1,000	-	-	-	-	1,000	1,000	-
Retiree Insurance Paid	7,000	6,000	(1,000)	7,000	6,000	(1,000)	14,000	12,000	(1,000)
Plano Housing Authority	1,000	1,000	-	-	-	-	1,000	1,000	-
Total Expenses	1,029,000	984,000	(45,000)	1,376,000	1,091,000	(285,000)	2,405,000	2,075,000	(45,000)
Net increase (decrease)	\$ 706,000	\$ 1,078,000	(372,000)	362,000	965,000	(603,000)	\$ 1,068,000	\$ 2,043,000	(690,000)
Health Claims Fund Balance - Cumulative	\$ 10,705,000	\$ 4,824,000	5,881,000	\$ 11,067,000	\$ 5,789,000	5,278,000			

PROPERTY LIABILITY LOSS FUND THROUGH NOVEMBER 30 OF FISCAL YEARS 2006, 2005 AND 2004

	Fiscal Year 2006	Fiscal Year 2005	Fiscal Year 2004
PROPERTY LIABILITY LOSS FUND			
Claims Paid per General Ledger	\$ 244,000	287,000	282,000
Net Judgments/Damages/Attorney Fees	61,000	118,000	50,000
Total Expenses	\$ 305,000	405,000	332,000
Fund Balance	\$ 1,522,000	2,082,000	2,519,000



**CAPITAL IMPROVEMENTS
PROJECTS
AS OF NOVEMBER 30, 2005**

	2005-06 BUDGET	LIFETIME ALLOTMENT PROJECTION	INCEPTION TO DATE EXPENDITURES	ENCUMBRANCES	AVAILABLE
00022 Recreation Center Facilities					
23405 Tom Muehlenbeck Recreation Center	12,153,000	21,000,000	1,354,896	485,802	19,159,302
00022 Recreation Center Facilities	12,153,000	21,000,000	1,354,896	485,802	19,159,302
00023 Street Enhancements					
58 Enhancements					
58001 Landscape Entryways	150,000	750,000	579,442	88	170,470
58002 Downtown Enhancements	122,000	500,000	378,420	-	121,580
58004 Tollroad Landscaping	-	1,500,000	248,034	3,400	1,248,566
58 Enhancements	272,000	2,750,000	1,205,896	3,488	1,540,616
00023 Street Enhancements	272,000	2,750,000	1,205,896	3,488	1,540,616
00025 1991 Police & Courts Facility					
93 Police & Court Facilities					
93107 Tri-City Academy Expansion	20,000	3,599,000	253,672	504,353	2,840,975
93 Police & Court Facilities	20,000	3,599,000	253,672	504,353	2,840,975
00025 1991 Police & Courts Facility	20,000	3,599,000	253,672	504,353	2,840,975
00026 Municipal Drainage CIP					
94 Erosion Control					
70101 Erosion Control	500,000	14,515,000	6,009,946	4,682	8,500,372
70103 Riverbend Lakes	312,000	1,000,000	487,101	52,575	460,324
70104 Creek Erosion Projects	500,000	6,272,000	2,681,435	26,273	3,564,292
70105 Erosion Control-Oakwood Glen	-	478,000	472,925	3,638	1,437
70107 Erosion Control-Pittman Creek	-	229,000	224,361	2,951	1,688
70108 Erosion Control-Briarwood	635,000	733,000	38,980	50,055	643,965
71124 Oak Grove Drainage Improvements	123,000	209,000	1,947	-	207,053
94 Erosion Control	2,070,000	23,436,000	9,916,695	140,174	13,379,131
95 Drainage					
71111 Miscellaneous Drainage Improv	500,000	5,146,000	136,097	19,983	4,989,920
71116 Bronze Leaf / Citadel	-	1,254,000	1,252,377	2,270	(647)
95 Drainage	500,000	6,400,000	1,388,474	22,253	4,989,273
96 Channelization					
72118 Rice Field Storm Sewer	250,000	500,000	45,236	5,460	449,304
72119 Colling Creek Mall Triple Arches	-	79,000	28,452	548	50,000
96 Channelization	250,000	579,000	73,688	6,008	499,304
00026 Municipal Drainage CIP	2,820,000	30,415,000	11,378,857	168,435	18,867,708
00027 1991 Library Facilities					
17 Library Facilities					
17107 Haggard Library Expansion	-	4,143,000	3,557,494	584,921	585
27-P01 Library Improvements	1,000,000	2,100,000	-	-	2,100,000
	1,000,000	6,243,000	3,557,494	584,921	2,100,585
00027 1991 Library Facilities	1,000,000	6,243,000	3,557,494	584,921	2,100,585



**CAPITAL IMPROVEMENTS
PROJECTS
AS OF NOVEMBER 30, 2005**

	<u>2005-06 BUDGET</u>	<u>LIFETIME ALLOTMENT PROJECTION</u>	<u>INCEPTION TO DATE EXPENDITURES</u>	<u>ENCUMBRANCES</u>	<u>AVAILABLE</u>
00028 1991 Fire Facilities					
10 Fire Facilities					
10105 Station Reconfiguration	-	4,941,000	1,922,197	15,244	3,003,559
10211 Fire Station #12	1,800,000	7,702,000	28,750	2,290	7,670,960
10212 Fire Station #11	-	3,337,000	1,159,410	1,317,868	859,722
10213 Fire Station #13	-	4,256,000	655,952	-	3,600,048
28-P01 Emergency Operations Center	1,700,000	5,200,000	-	-	5,200,000
28-P03 Security Enhancement	2,000,000	2,000,000	-	-	2,000,000
10 Fire Facilities	<u>5,500,000</u>	<u>27,436,000</u>	<u>3,766,309</u>	<u>1,335,402</u>	<u>22,334,289</u>
00028 1991 Fire Facilities	5,500,000	27,436,000	3,766,309	1,335,402	22,334,289
00031 Municipal Facilities					
19002 Downtown Parking	-	800,000	735,055	2,043	62,902
00031 Municipal Facilities	-	800,000	735,055	2,043	62,902
00032 Park Improvements					
21 Acquisitions					
21188 White Rock Crk Greenbelt	3,000,000	10,465,000	209,681	240	10,255,079
21195 Douglas Area Land	-	135,000	25	-	134,975
32-P16 Land Acquisitions	700,000	9,800,000	-	-	9,800,000
21 Acquisitions	<u>3,700,000</u>	<u>20,400,000</u>	<u>209,706</u>	<u>240</u>	<u>20,190,054</u>
22 Development					
22327 Arbor Hills Nature Preserve	-	5,607,000	4,586,963	-	1,020,037
22328 Neighborhood Park Improvements	750,000	4,948,000	1,742,349	11,232	3,194,419
22334 Park Improvements	700,000	7,640,000	3,039,393	17,263	4,583,344
22336 Tennyson/Archgate Athletic	3,503,000	8,400,000	579,338	401,060	7,419,602
22337 Preston Meadow Athletic Site	-	2,818,000	2,334,248	432,088	51,664
22338 Haggard Park	-	1,250,000	1,159,081	-	90,919
22340 Oak Point Park Development	4,000,000	21,837,000	4,436,637	325,612	17,074,751
22341 Pool Renovations	-	2,100,000	2,067,535	12,345	20,120
22342 Trail Connections	750,000	9,950,000	675,713	133,762	9,140,525
22343 Memorial Park	2,000,000	2,000,000	-	-	2,000,000
32-P21 Bishop Road Project	-	1,000,000	-	-	1,000,000
32-P36 Special Use Facilities	125,000	1,075,000	-	-	1,075,000
32-P37 Pecan Hollow Golf Course Construction	150,000	1,800,000	-	-	1,800,000
26651 Aquatic Center Renovations	300,000	2,000,000	-	46,046	1,953,954
22 Development	<u>12,278,000</u>	<u>72,425,000</u>	<u>20,621,257</u>	<u>1,379,408</u>	<u>50,424,335</u>
28 Miscellaneous					
28822 Bikeway System	75,000	853,000	28,349	-	824,651
28824 Maintenance Facility	-	2,955,000	1,014,107	-	1,940,893
28852 Athletic Field Improvements	200,000	6,700,000	-	7,788	6,692,212
28 Miscellaneous	<u>275,000</u>	<u>10,508,000</u>	<u>1,042,456</u>	<u>7,788</u>	<u>9,457,756</u>
00032 Park Improvements	16,253,000	103,333,000	21,873,419	1,387,436	80,072,145
00033 Street & Drainage Improvement					
31 Streets					
31193 Plano Pkwy (Park-International)	1,861,000	2,628,000	978,180	61,583	1,588,237
31277 Park Streets	100,000	3,145,000	2,492,140	-	652,860
31341 Miscellaneous ROW	20,000	5,550,000	5,448,560	-	101,440
31342 Misc Oversize Participation	600,000	18,190,000	12,525,530	49	5,664,421
31363 Custer Widn-Spring Ck	-	1,008,000	995,144	12,862	(6)
31364 Hedgcoxe-Custer East&West	-	877,000	864,928	11,913	159
31378 LosRios-Jupiter to Parker	-	7,611,000	4,807,696	247,444	2,555,860
31387 Hedgcoxe-Custer to Alma	420,000	1,190,000	893,188	271,010	25,802
31392 Intersection Improvement	500,000	5,380,000	614,094	68,805	4,697,101
31393 Janwood - Alma to Westwood	600,000	1,520,000	859,532	544,430	116,038

**CAPITAL IMPROVEMENTS
PROJECTS
AS OF NOVEMBER 30, 2005**

	2005-06 BUDGET	LIFETIME ALLOTMENT PROJECTION	INCEPTION TO DATE EXPENDITURES	ENCUMBRANCES	AVAILABLE
31397 McDermott Widen Coit/Custer	200,000	4,065,000	327,939	31,752	3,705,309
31398 McDermott - Coit to Custer	2,529,000	2,709,000	165,800	41,600	2,501,600
31399 Midway - Parker to Spring Creek	10,000	2,052,000	44,303	88,820	1,918,877
31402 P Avenue - Park to 18th Street	1,725,000	1,885,000	102,254	26,246	1,756,500
31403 P Ave-Park to Parker	-	1,093,000	1,079,714	10,050	3,236
31405 Parker - K Avenue to P Avenue	2,050,000	3,850,000	215,837	118,614	3,515,549
31409 Premier-Ruisseau to Heritage	-	1,995,000	1,677,471	96,062	221,467
31410 Preston/Plano Pkwy Intersection	120,000	2,000,000	58,794	-	1,941,206
31411 Rasor-Ohio to SH 121	100,000	2,191,000	88,844	-	2,102,156
31412 Ridgeview, Custer-W to E of Independence	2,000,000	3,000,000	536,138	2,291,810	172,052
31413 Marsh Ln-Park Blvd North	-	626,000	623,316	2,631	53
31424 Tollway Serv Roads-Parker	-	903,000	893,754	9,226	20
31427 Tollway Svc Road-Spring Creek	-	1,406,000	1,240,148	164,155	1,697
31429 McDermott-Ohio to Robinson	-	1,917,000	1,858,790	8,080	50,130
31432 Plano Pkwy-E of Los Rios	1,877,000	3,458,000	1,351,735	1,908,252	198,013
31438 Spring Creek at Coit Intersection Improv.	100,000	2,000,000	32,928	50,792	1,916,280
31439 Jupiter/Plano Pkwy Intersection Improv.	590,000	723,000	44,849	76,096	602,055
31440 Parker Road at US 75	1,000,000	6,250,000	186,195	48,661	6,015,144
31441 Preston/Legacy Intersection Improvmt	120,000	2,500,000	12,425	50,432	2,437,143
31442 2004 Intersection Improvements	762,000	1,247,000	83,215	45,745	1,118,040
31443 Shiloh-Royal Oaks to Parker	1,100,000	1,880,000	158,647	2,251,480	(530,127)
31444 Briarcreek Paving, Phase II	-	600,000	414,194	138,847	46,959
31445 View Place - Horizon to Mission Ridg.	-	176,000	-	184,172	(8,172)
31446 Ravenglass - Park to Faringdon	222,000	458,000	317,768	132,701	7,531
31447 Parkwood - North of Spring Creek Par	-	906,000	551,433	350,414	4,153
31448 Intersection Improvements 2005	764,000	850,000	85,911	91,531	672,558
31449 Parkwood - Park to Spring Creek	250,000	3,000,000	50,000	-	2,950,000
33-P11 Legacy - East of K Avenue to Des Moi	400,000	1,400,000	-	-	1,400,000
33-P16 Redevelopment Street Improvements	1,000,000	4,100,000	-	-	4,100,000
33-P09 Wyatt North Addition	186,000	1,736,000	-	-	1,736,000
33-P10 Ridgetop Lane	400,000	400,000	-	-	400,000
33-P12 Tulane - Preston and Ohio	400,000	400,000	-	-	400,000
33-P22 15th Street Resurfacing	56,000	700,000	-	-	700,000
33-P06 15th Street Sidewalks	55,000	465,000	-	-	465,000
33-P21 Headquarters/Hedgcoxe Connector	200,000	1,900,000	-	-	1,900,000
33-P20 Permanent Traffic Calming Devices	100,000	600,000	-	-	600,000
31 Streets	22,417,000	112,540,000	42,681,394	9,436,265	60,422,341
32 Mass Transit & Downtown Improvmt					
32492 Downtown Cons-Phase II	-	542,000	539,755	1,848	397
32493 Downtown Street Improvements	-	1,658,000	1,641,445	2,346	14,209
32494 K Avenue Streetscape	-	725,000	182,435	1,900	540,665
32495 Communications-Spring Creek to Tennyson	200,000	1,500,000	-	-	1,500,000
32 Mass Transit & Downtown Improvmt	200,000	4,425,000	2,363,635	6,094	2,055,271
34 Sidewalks					
34556 Barrier Free Ramps	-	2,997,000	2,960,499	23,023	13,478
34 Sidewalks	-	2,997,000	2,960,499	23,023	13,478
36 Traffic Signalization					
36726 Signalization Upgrade	1,130,000	5,657,000	2,004,072	15,740	3,637,188
36727 Traffic Signalization	500,000	13,170,000	864,956	127,512	12,177,532
36742 Computerized Signal System	250,000	3,419,000	860,337	320,586	2,238,077
36753 S.H. 121 Traffic Signals	83,000	165,000	1,369	-	163,631
36 Traffic Signalization	1,963,000	22,411,000	3,730,734	463,838	18,216,428
37 Misc. Street Improvements					
37752 Roadway Median Landscaping	85,000	2,872,000	1,917,785	13,118	941,097
37753 Railroad Crossings	100,000	1,117,000	437,302	10,094	669,604
37760 Street Lighting	800,000	5,608,000	2,084,117	8,300	3,515,583
37766 Alley Reconstruction	200,000	5,575,000	3,525,207	-	2,049,793
37786 New Concrete Alleys	100,000	2,234,000	1,606,528	29,653	597,819



**CAPITAL IMPROVEMENTS
PROJECTS
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	2005-06 BUDGET	LIFETIME ALLOTMENT PROJECTION	INCEPTION TO DATE EXPENDITURES	ENCUMBRANCES	AVAILABLE
37812 East Side Entryway	30,000	555,000	79,518	1,343	474,139
37818 15th Street Reconstruction	783,000	1,007,000	224,337	5,475	777,188
37823 J Avenue/12th Street Reconstruction	300,000	710,000	-	939,302	(229,302)
37826 Ramp Reconstruction US 75	1,000,000	2,099,000	2,078,559	30,049	(9,608)
37830 Spring Creek-White Rock to Tollway	-	3,032,000	3,009,503	13,263	9,234
37831 Landscaping Street Enhancements	150,000	663,000	24,520	-	638,480
37832 Douglas Sidewalks	-	205,000	130,195	-	74,805
37834 Pecan Lane Reconstruction	-	463,000	336,471	87,443	39,086
37836 Armstrong Alley Reconstruction	-	337,000	335,932	1,372	(304)
37837 Alley Reconstruction-Dallas North 12	-	279,000	170,224	92,343	16,433
37838 Screening Wall Reconstruction	500,000	3,472,000	71,904	8,915	3,391,181
37839 Alma Road Whitetopping	1,376,000	1,526,000	91,334	41,498	1,393,168
37840 Communications - Fall Hill North to P	700,000	780,000	53,995	9,494	716,511
37841 Alley Reconstruction-Los Rios	200,000	250,000	14,000	12,450	223,550
33-P19 N Avenue-Plano Pkwy to 190	50,000	400,000	-	-	400,000
37 Misc. Street Improvements	6,374,000	33,480,000	16,487,713	1,304,343	15,687,944
00033 Street & Drainage Improvement	30,954,000	175,853,000	68,223,975	11,233,563	96,395,462
00034 Sewer CIP					
41 Water Main Projects					
41197 Premier-Ruisseau to Heritage	-	35,000	33,390	1,456	154
41 Water Main Projects	-	35,000	33,390	1,456	154
46 Wastewater Mains					
46651 9001-Misc Oversize Participation	25,000	731,000	498,710	-	232,290
46685 Briarcreek San. Swr. Cap. PhII	-	1,389,000	1,002,581	181,046	205,373
46686 Pecan Lane	-	131,000	112,416	7,075	11,509
34-P04 Redevelopment Capacity Improvement	-	5,000,000	-	-	5,000,000
46 Wastewater Mains	25,000	7,251,000	1,613,707	188,121	5,449,172
48 Miscellaneous-Wastewater					
48802 Infrastructure Renovation	-	573,000	572,505	-	495
48838 Aerial Cross Eros Control	-	1,305,000	504,650	-	800,350
48847 Inflow/Infiltration Program	-	5,604,000	2,268,160	25,765	3,310,075
48861 I & I Repairs-Contracts	3,000,000	32,568,000	12,606,091	2,036,300	17,925,609
48874 Janwood	125,000	265,000	215,373	17,871	31,756
48875 P Avenue - Park to 18th	200,000	280,000	6,665	1,835	271,500
48877 Manhole Sealing	350,000	2,737,000	637,538	-	2,099,462
48880 RT Zoning Sanitary Sewer Line	36,000	184,000	121,259	45,599	17,142
48883 Ridgwood Basin I/I Investigation	-	263,000	262,571	-	429
48885 Plano Pkwy East I/I Investigation	-	177,000	154,595	21,888	517
48888 Ridgeview Dr/SH 121 Sanitary Sewer	150,000	525,000	355,337	166,572	3,091
48889 Wastewater System Analysis	-	50,000	49,504	-	496
48890 Parker Rd. Estates Sewer	-	630,000	424,022	138,441	67,537
48891 Sewer Ersn Ctrl-Nwprtl/Idyllwil	-	222,000	7,920	9,415	204,665
48 Miscellaneous-Wastewater	3,861,000	45,383,000	18,186,190	2,463,686	24,733,124
49 Administration					
49892 Administration	323,721	5,877,109	3,729,456	-	2,147,653
49 Administration	323,721	5,877,109	3,729,456	-	2,147,653
00034 Sewer CIP	4,209,721	58,546,109	23,562,743	2,653,263	32,330,103
00035 Capital Reserve					

**CAPITAL IMPROVEMENTS
PROJECTS
AS OF NOVEMBER 30, 2005**

	2005-06 BUDGET	LIFETIME ALLOTMENT PROJECTION	INCEPTION TO DATE EXPENDITURES	ENCUMBRANCES	AVAILABLE
51 Streets & Drainage					
51118 Res. St & Alley Replacement	3,100,000	44,461,000	17,933,222	398,392	26,129,386
51120 Screening Wall Repairs	250,000	5,626,000	2,750,415	3,302	2,872,283
51128 Sidewalk Repairs	250,000	16,639,000	10,376,445	-	6,262,555
51131 Arterial Concrete Repairs	1,800,000	23,428,000	9,622,730	1,585,832	12,219,438
51134 Undersealing Program	2,000,000	16,490,000	4,636,249	1,409,402	10,444,349
51136 Curb Median Repairs	175,000	1,184,000	288,947	142,850	752,203
51138 Traffic Signal Improvement	100,000	1,664,000	1,470,945	2,529	190,526
51139 Dublin Road Resurfacing	-	103,000	51,375	-	51,625
35-P01 Coit Road Landscaping	23,000	251,000	-	-	251,000
51141 Street Name Sign Replacement	90,000	810,000	52,594	-	757,406
51 Streets & Drainage	7,788,000	110,656,000	47,182,922	3,542,307	59,930,771
53 Park Improvements					
53307 Athletic Fields	600,000	8,600,000	3,244,696	257,802	5,097,502
53321 Bob Woodruff Park	-	1,836,000	1,720,828	91,419	23,753
53338 Municipal Golf Course	200,000	2,379,000	2,029,902	16,104	332,994
53341 Park Signage Replacement	15,000	126,000	27,528	-	98,472
53345 Accessible Drinking Fountains	-	-	22,193	-	(22,193)
53347 Highpoint Tennis Center	60,000	1,022,000	369,796	98,976	553,228
53351 Restroom Fix Replacement	200,000	466,000	90,270	13,042	362,688
53353 Irrigation Renovations	150,000	7,047,000	776,821	3,371	6,266,808
53354 Parking Lot Replace	500,000	2,408,000	1,338,558	28,689	1,040,753
53356 Playground Replacements	200,000	3,146,000	1,786,251	1,506	1,358,243
53357 Trail Repairs	500,000	7,827,000	1,040,580	286,851	6,499,569
53362 Park Shelter Replacements	135,000	1,204,000	214,808	-	989,192
53363 Park Structures & Equipment	195,000	2,463,000	745,158	10,217	1,707,625
53365 Park Restoration & Cleanup	30,000	219,000	42,182	5,445	171,373
53366 Preston Meadow Park	-	251,000	235,000	15,000	1,000
53369 Interurban Building	-	19,000	12,119	-	6,881
53370 Recreation Center Equipment	190,000	1,433,000	203,463	7,490	1,222,047
53371 Big Lake Park	625,000	700,000	2,034	54,966	643,000
53372 Jack Carter Pool Renovation	-	789,000	772,286	198,926	(182,212)
53374 Public Building Landscape Renovations	25,000	250,000	1,119	-	248,881
53 Park Improvements	3,625,000	42,185,000	14,675,592	1,089,804	26,419,604
54 Municipal Facilities					
54422 Carpenter Park Rec Ctr Renovation	275,000	1,200,000	341,877	1,500	856,623
54423 Plano Centre Renovation	235,000	1,990,000	697,173	63,025	1,229,802
54424 Municipal Center Renovations	452,200	1,977,000	965,211	15,357	996,432
54425 Animal Shelter Modifications	29,000	221,000	60,774	108,250	51,976
54426 Aquatic Ctr Renovation	-	309,000	309,237	-	(237)
54427 Haggard Library	-	270,000	95,410	48,193	126,397
54429 Tri-City Repairs	-	-	-	1,872	(1,872)
54430 Equipment Services-Bldg#04	-	-	-	2,400	(2,400)
54432 Schim Brick Sealing	60,000	312,000	19,230	-	292,770
54436 Douglass Recreation Center	-	213,000	134,802	250	77,948
54440 Harrington Library	-	279,000	123,751	-	155,249
54442 Municipal Annex	-	-	12,867	-	(12,867)
54443 Municipal Center South	57,000	346,000	31,843	19,258	294,899
54447 Fire Station #5-Bldg#19	14,000	190,000	1,000	-	189,000
54448 Fire Station #6 Modification	2,000	249,000	81,125	171	167,704
54460 Council Chambers Digital	-	1,576,000	1,545,672	4,190	26,138
54462 Neighborhood Revitalization	100,000	1,200,000	14,642	-	1,185,358
54466 Asbestos Testing & Removal	15,000	208,000	3,132	-	204,868
54467 Fire Station #7 - Bldg #59	76,000	294,000	10,509	151,415	132,076
54468 Property House - Bldg #87	-	130,000	124,486	10,417.00	(4,903)
54469-P West Park Maintenance - Bldg#22	15,000	19,000	-	-	19,000
54471 Rowlinson Nat Building #27	35,000	651,000	289,244	513,906	(152,150)
54474 Mold Testing & Removal	27,000	240,000	25,000	-	215,000
54475 Dozier Radio Tower	-	11,000	10,740	1,413	(1,153)
54476 EOC Radio Tower	-	11,000	10,868	-	132
54478 Fire Station #1-Bldg.#77	75,000	472,000	26,084	-	445,916
54479 Liberty Recreation Center	10,000	217,000	132,490	-	84,510
54480 White Rock Creek Pump Station - Bldg#67	-	2,000	1,230	-	770



**CAPITAL IMPROVEMENTS
PROJECTS
AS OF NOVEMBER 30, 2005**

	2005-06 BUDGET	LIFETIME ALLOTMENT PROJECTION	INCEPTION TO DATE EXPENDITURES	ENCUMBRANCES	AVAILABLE
54481 Fire Station #10	-	20,000	7,567	-	12,433
54482 Senior Center	52,000	126,000	57,743	21,320	46,937
54483 Parr Library - Bldg#97	-	2,000	1,535	-	465
54484 Parkway Operations	35,000	169,000	37,015	-	131,985
54484-P Energy Reduction	80,000	605,000	-	-	605,000
54485 Tri-City Gun Range-Bldg #86	-	1,000	1,290	-	(290)
54486 Police Assembly 2-Bldg #58	-	4,000	3,873	-	127
54488 Oak Point Rec Center-Bldg #92	8,000	57,000	26,640	-	30,360
54487 Fire Station No. 08 - Bldg #79	44,000	92,000	38,162	9,267	44,571
54488-P Fire Station No.04 - Bldg #18	-	27,000	-	-	27,000
54489 Heritage Farmstead Museum - Bldg#33	-	2,000	1,450	-	550
54490 Parkway Park Maint.-Bldg #6	-	1,000	350	-	650
54492 Robinson Justice Center	160,000	482,000	893	-	481,107
54492-P Joint Use Facility-Bldg#52	4,000	4,000	-	-	4,000
54493 Davis Library-Bldg #89	-	21,000	990	-	20,010
54494 Municipal Annex Bldg #3	27,000	31,000	3,530	-	27,470
54495 Dublin Road Golf Shop-Bldg #55	-	3,000	2,368	-	632
54496 Tennis Center Bldg #28	-	3,000	2,320	-	680
54497 Courtyard Theatre Bldg #47	-	25,000	-	-	25,000
54498 Douglas Annex	-	16,000	16,000	7,870	(7,870)
35-P02 Asset Management Plan	300,000	300,000	-	-	300,000
35-P16 Deerfield Archway-Bldg#83	45,000	45,000	-	-	45,000
35-P06 Fire Station#03-Bldg#17	12,000	34,000	-	-	34,000
35-P3 Median Renovations	50,000	450,000	-	-	450,000
35-P23 Siren System Upgrade	110,000	110,000	-	-	110,000
54 Municipal Facilities	2,404,200	15,217,000	5,270,123	980,074	8,966,803
55 Miscellaneous					
55501 Ligustrum Replacement	5,000	180,000	125,107	-	54,893
55 Miscellaneous	5,000	180,000	125,107	-	54,893
00035 Capital Reserve	13,822,200	168,538,000	67,253,744	5,612,185	95,672,071
00036 Water CIP					
67 Special Projects					
67783 Pump Station Improvements	-	363,000	19,742	353,123	(9,865)
67892 Administration- Water	323,721	6,153,109	3,208,685	-	2,944,424
67 Special Projects	323,721	6,516,109	3,228,427	353,123	2,934,559
68 Water Projects					
68164 Fire Hydrants	200,000	2,205,000	987,022	16,199	1,201,779
68176 Hedgcoxe Main-East of Custer	-	397,000	389,335	53,410	(45,745)
68178 Independence Square	-	1,025,000	1,011,409	13,589	2
68187 Shiloh - Park to Parker	-	201,000	128,877	77,529	(5,406)
68456 Oversize Participation	180,000	2,560,000	1,380,624	-	1,179,376
68460 Water Infrastructure Renovation	75,000	14,465,000	1,965,000	-	12,500,000
68905 Janwood - Alma to Westwood	-	432,000	311,790	139,144	(18,934)
68907 Legacy Business District Area	-	652,585	561,196	67,030	24,359
68911 McDermott/Rasor-TXU Easement	-	1,708,000	1,690,414	18,666	(1,080)
68913 P Ave-Park to 18th	380,000	420,000	24,673	5,398	389,929
68915 Parker Road Elevated Tank Repaint	-	735,000	14,250	13,550	707,200
68920 Stewart Main - Capital to Plano Pkwy	-	433,000	21,995	10,505	400,500
68935 Parkwood Tnk Line-TXU/Tnk Sp	-	670,000	485,362	79,503	105,135
68942 Jupiter-Parker to Royal	-	487,000	465,485	2,309	19,206
68944 Los Rios-Jupiter to Park	-	644,000	542,315	19,942	81,743
68949 Waterline Crossing No.1	-	715,000	70,650	19,170	625,180
68951 Plano Pkwy-Los Rios-14th	55,000	217,000	97,218	103,643	16,139
68952 Downtown Fire Protection	50,000	250,000	54,522	35,609	159,869



**CAPITAL IMPROVEMENTS
PROJECTS
AS OF NOVEMBER 30, 2005**

	2005-06 BUDGET	LIFETIME ALLOTMENT PROJECTION	INCEPTION TO DATE EXPENDITURES	ENCUMBRANCES	AVAILABLE
68953 15th St.-G to I	170,000	188,000	8,645	8,678	170,677
68956 Dallas N15 Waterline Rehab	2,000	1,552,000	1,393,707	67,100	91,193
68957 Briarcreek Waterline	-	111,000	94,339	12,946	3,715
68960 Premier-Ruisseau to Heritage	-	175,000	128,689	14,430	31,881
68961 SH 121 Utility Adjustments	100,000	152,000	50,190	15,062	86,748
68962 Water Remodeling Extended	8,000	20,000	16,971	854	2,175
68963 Water Distribution Analysis	8,000	60,000	2,379	7,621	50,000
68964 White Rock Crk Tank Modification	-	156,000	151,262	5,351	(613)
68965 View Place - Horizon to Mission Ridg	-	33,000	24,835	1,807	6,358
68966 Dallas North Tollway - N of Spring Cr	-	150,000	121,006	9,000	19,994
68967 Parker - K Avenue to P Avenue	205,000	215,000	8,248	1,099	205,653
36-P02 Parker-K Ave to P Ave	-	215,000	-	-	215,000
68968 Whiffletree Water Rehab	1,450,000	1,600,000	118,280	38,314	1,443,406
68969 Parker Rd Estates W Water Reh	-	1,650,000	93,785	57,835	1,498,380
68970 Large Valve Replacement	60,000	150,000	30,000	13,523	106,477
36-P10 Wyatt North Addition	43,000	406,000	-	-	406,000
36-P14 Headquarters/Hedgcoxe Connector	25,000	300,000	-	-	300,000
36-P15 Large Water Valve Replacement	-	150,000	-	-	150,000
68 Water Projects	3,011,000	35,499,585	12,444,473	928,816	22,126,296
00036 Water CIP	3,334,721	42,015,694	15,672,900	1,281,939	25,060,855
00038 DART Local Assistance					
84 CMS-Capital					
84409 14th st G to K Ave	-	749,000	737,728	10,520	752
84413 Westside Intersection Improvements	300,000	983,000	681,749	-	301,251
84417 W. Intersection-Pkwy/Ohio	-	130,000	104,936	-	25,064
84 CMS-Capital	300,000	1,862,000	1,524,413	10,520	327,067
00038 DART Local Assistance	300,000	1,862,000	1,524,413	10,520	327,067
00052 Park Service Area Fees					
A01 AREA 01					
01002 Cottonwood Creek Greenbelt	-	1,090,000	469,195	-	620,805
A01 AREA 01	-	1,090,000	469,195	-	620,805
A03 AREA 03					
03032 Cottonwood Creek Greenbelt	600,000	600,000	-	-	600,000
03033 Jupiter Road Site	-	701,000	626,071	107	74,822
52-P03-1 Rowlett Creek Greenbelt	100,000	100,000	-	-	100,000
A03 AREA 03	700,000	1,401,000	626,071	107	774,822
A04 AREA 04					
04044 Hoblitzelle Trail	-	339,000	238,021	-	100,979
A04 AREA 04	-	339,000	238,021	-	100,979
A05 AREA 05					
05051 Chisholm Trail	-	248,000	47,993	-	200,007
A05 AREA 05	-	248,000	47,993	-	200,007
A06 AREA 06					
06062 Evans Park	-	120,000	109,912	-	10,088
A06 AREA 06	-	120,000	109,912	-	10,088



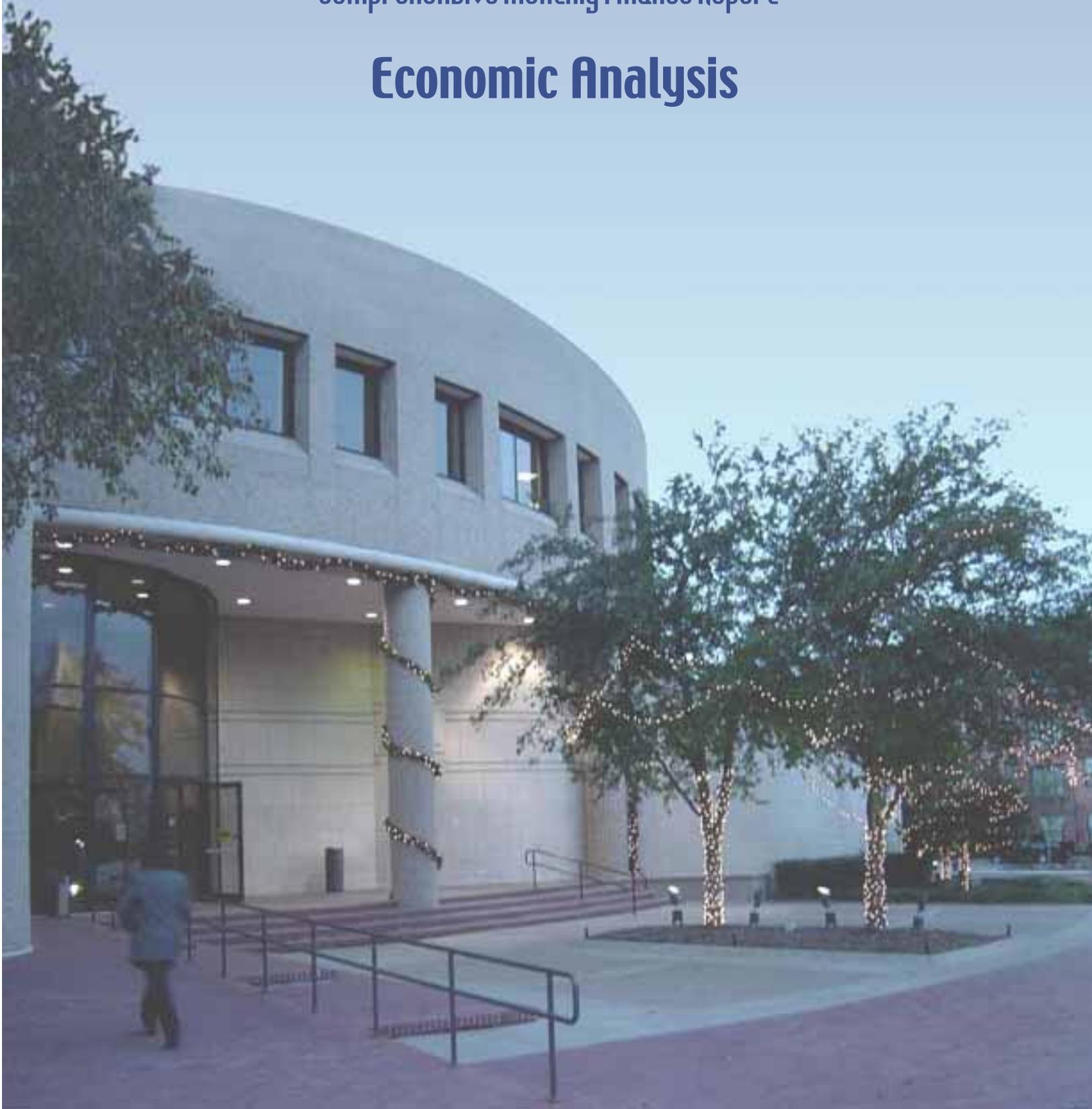
**CAPITAL IMPROVEMENTS
PROJECTS
AS OF NOVEMBER 30, 2005**

	2005-06 BUDGET	LIFETIME ALLOTMENT PROJECTION	INCEPTION TO DATE EXPENDITURES	ENCUMBRANCES	AVAILABLE
A09 AREA 09					
09092 Capstone Park	-	1,264,000	1,159,026	-	104,974
09095 Russell Creek Park	50,000	100,000	150,000	-	(50,000)
A09 AREA 09	50,000	1,364,000	1,309,026	-	54,974
A10 AREA 10					
10004 Preston Ridge Trail	110,000	774,000	639,180	-	134,820
10005 Legacy Trail	375,000	1,795,000	819,499	3,100	972,401
10007 Bluebonnet Trail	300,000	300,000	-	-	300,000
A10 AREA 10	785,000	2,869,000	1,458,679	3,100	1,407,221
A11 AREA 11					
11114 Preston Ridge Trail	50,000	391,000	140,878	-	250,122
A11 AREA 11	50,000	391,000	140,878	-	250,122
A12 AREA 12					
12122 Legacy Trail	200,000	516,000	16,000	-	500,000
	200,000	516,000	16,000	-	500,000
A13 AREA 13					
13133 Marsh Lane Site (Acquisition West Plano)	-	250,000	200,000	-	50,000
13134 Northwest Greenbelt	-	610,000	722,020	-	(112,020)
A13 AREA 13	-	860,000	922,020	-	(62,020)
00052 Park Service Area Fees	1,785,000	9,198,000	5,337,795	3,207	3,856,998
00053 Creative & Perf Arts Facility					
56531 Creative & Perf Arts Facility	-	19,402,000	25,278	-	19,376,722
56532 Collin County Cultural Arts District	-	766,000	636,033	-	129,967
00053 Creative & Perf Arts Facility	-	20,168,000	661,311	-	19,506,689
00054 Animal Control Facility					
57541 Animal Shelter	200,000	3,755,000	2,314,134	5,462	1,435,404
00054 Animal Control Facility	200,000	3,755,000	2,314,134	5,462	1,435,404
00059 Service Center Facility					
59591 Service Center Site Improvements	-	1,043,000	1,024,617	-	18,383
00059 Service Center Facility	-	1,043,000	1,024,617	-	18,383

Section 2

City of Plano
Comprehensive Monthly Finance Report

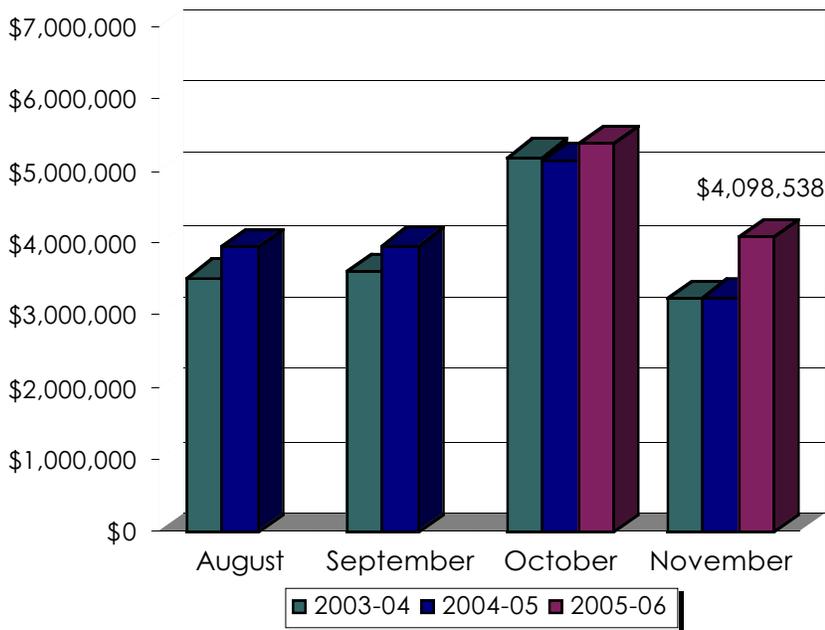
Economic Analysis



Economic Analysis

Sales tax of \$4,098,538 was reported in November for the City of Plano. This amount represents an increase of 25.70% over the amount reported in November 2004.

Sales Tax
Actual Monthly Revenue
Figure I



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

Figure I represent actual sales and use tax receipts for the months of August through November for fiscal years 2003-04, 2004-2005 and 2005-2006.

Annualized Sales Tax Index
Compared to Dallas Consumer Price Index
Figure II

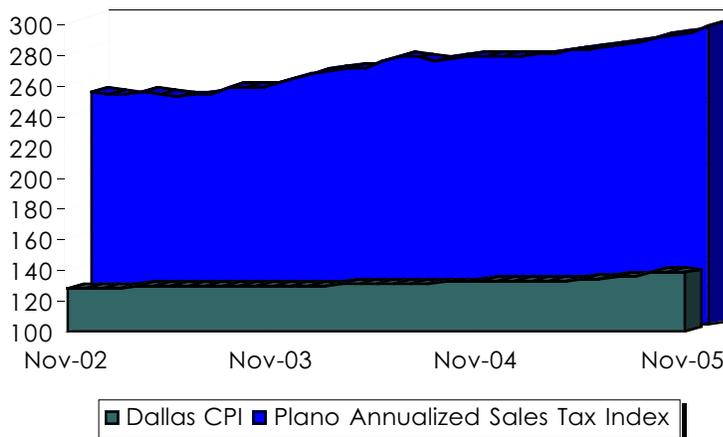


Figure II, left, tracks the percentage change in annualized sales tax revenues compared to the percentage change in the Dallas-area CPI, using 1982-84 as the base period. For November 2005, the adjusted CPI was 137.99 and the Sales Tax Index was 294.92.

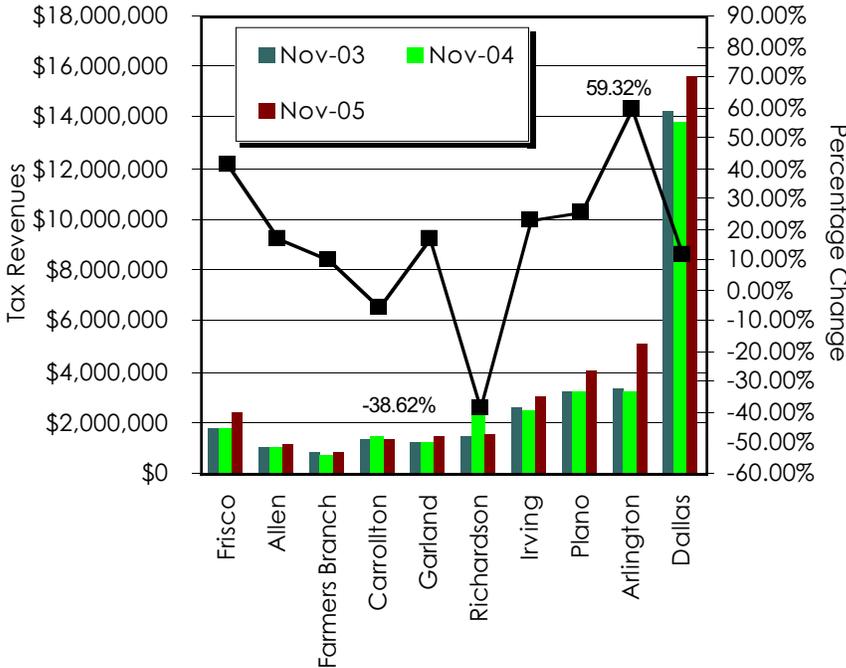
Since January 1998, the BLS has moved the Dallas-Area pricing cycle for CPI computation to odd-numbered months.

Economic Analysis

Figure III shows sales tax receipts from November 2003 – November 2005 for the City of Plano and nine area cities. Each of the cities shown has a sales tax rate of 1%, except for the cities of Allen and Frisco, which have a 2% rate, but distribute half of the amount shown in the graph to 4A and 4B development corporations within their respective cities, and the City of Arlington which has a 1.75% sales tax rate with .25% dedicated to road maintenance and .50% for funding of the Dallas Cowboys Complex Development Project. For the November reporting month, the City of Plano received \$4,098,538 from this 1% tax.

Sales Tax Comparisons City of Plano and Area Cities

Figure III

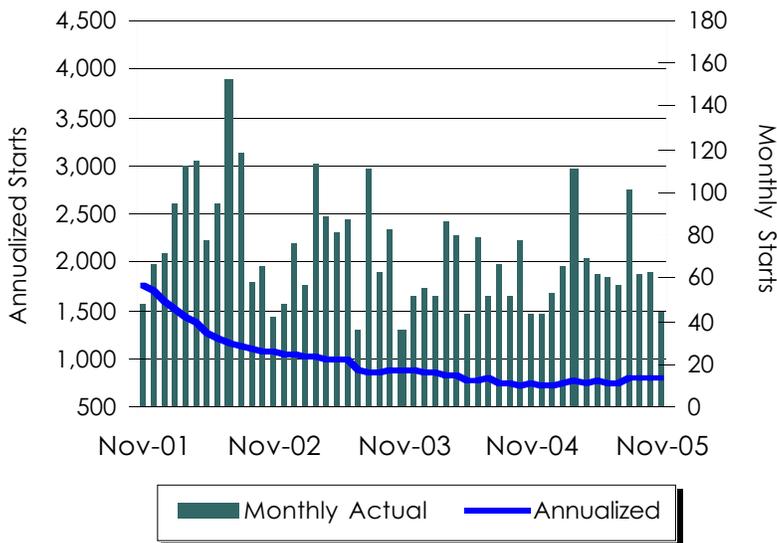


For the November reporting month, the City of Plano received \$4,098,538 from this 1% tax.

The percentage change in sales tax collections for the area cities from November 2003 to November 2005 ranged from 59.32% for the City of Arlington to -38.62% for the City of Richardson.

Single Family Housing Starts

Figure IV



In November 2005, a total of 44 actual single-family housing permits, representing a value of \$9,020,289, were issued. This value represents a 12.68% increase from the same period a year ago. Annualized single-family housing starts of 791 represent a value of \$154,532,029.

Figure IV left shows actual single-family housing starts versus annualized housing starts for November 2001 through November 2005.



Economic Analysis

Yield Curve
Figure V

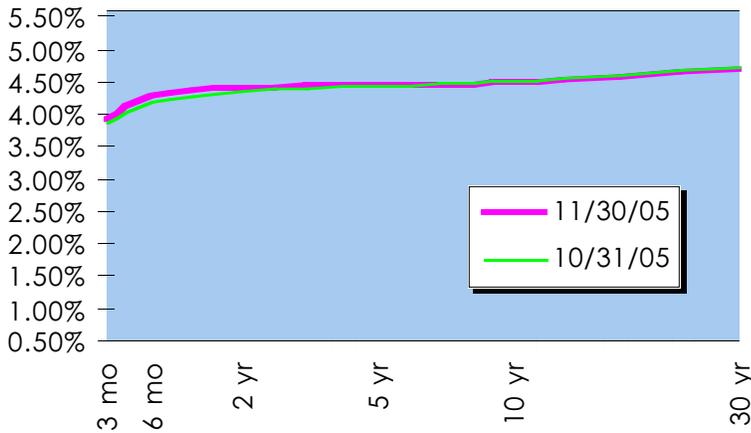


Figure V, left, shows the U.S. Treasury yield curve for November 30, 2005 in comparison to October 31, 2005. A majority of the reported treasury yields decreased in the month of November, with the greatest increase in reported rates occurring in the 6-month sector at +5 basis points. The greatest decrease in reported treasury yields occurred in the 10-year sector at -8 basis points.

Unemployment Rates
Unadjusted Rate Comparison
Figure VI

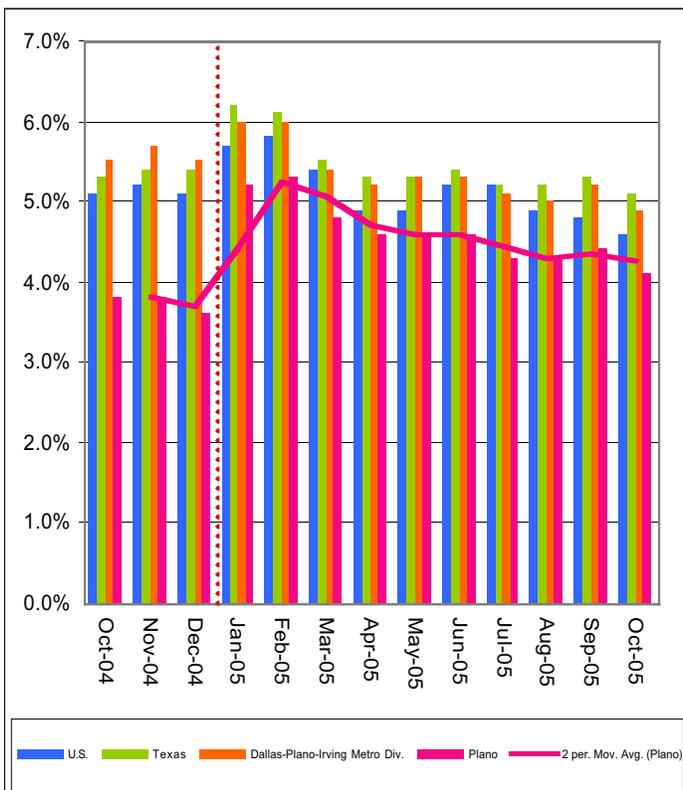


Figure VI shows unadjusted unemployment rates based on the BLS U.S. City Average, and LAUS estimates for the State of Texas, the Dallas-Plano-Irving Metropolitan Division and the City of Plano from October 2004 to October 2005.

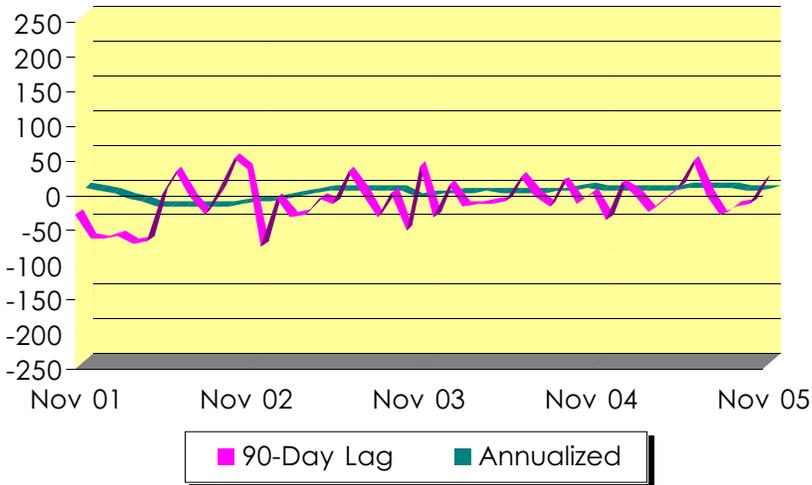
*Due to recent changes in labor force estimation methodology by the BLS and the TWC, sub-state unemployment rate data prior to January 2005 (dotted red line) are no longer comparable with current estimates. As a result, statistically significant changes in the reported unemployment rates may occur.



Economic Analysis

Figure VII shows the net difference between the number of housing starts three months ago and new refuse customers in the current month (90-day lag) as well as the average difference between these measures for the past four years (annualized).

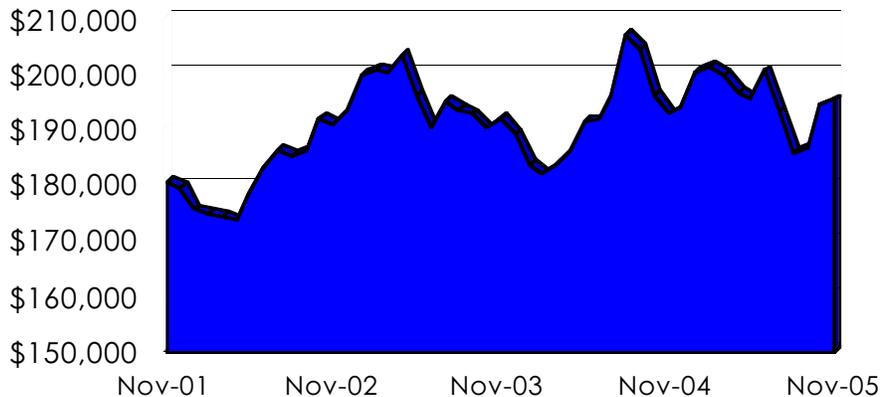
**Housing Absorption
90-Day Lag From Permit Date**
Figure VII



For the current month, the 90-day lag is 22 homes, meaning that in August 2005 there were 22 more housing starts than new refuse customers in November 2005. The annualized rate is -4 which means there was an average of 4 less housing starts than new garbage customers per month over the past year.

The annualized average declared construction value of new homes increased 1.39% to \$195,363 when compared to November 2004.

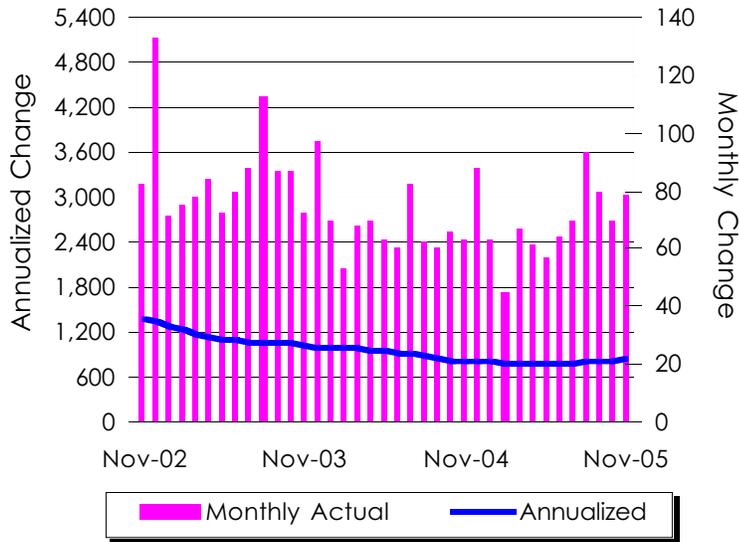
Single-Family New Home Value
Figure VIII



Economic Analysis

Refuse Collections Accounts Net Gains/Losses

Figure IX

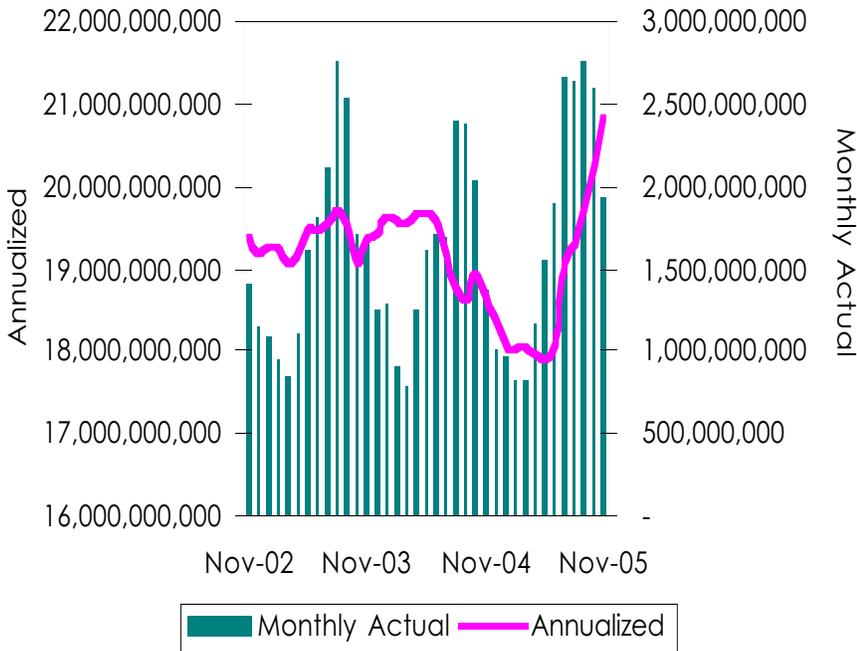


In November, net new refuse collection accounts totaled 79, in comparison to 63 new accounts in November of 2004. This change represents an increase of 25.40% year-to-year. Annualized new refuse accounts totaled 837, showing an increase of 23, or a 2.83% change when compared to the same time last year.

Figure IX shows actual versus annualized new refuse collection accounts.

Local Water Consumption (Gallons)

Figure X



In November, the City of Plano pumped 1,814,185,000 gallons of water from the North Texas Municipal Water District (NTMWD). Consumption was 1,940,954,000 gallons among 72,846 billed water accounts while billed sewer accounts numbered 69,351. The minimum daily water pumpage was 50,315,000 gallons, which occurred on Thursday, November 17th. Maximum daily pumpage was 70,981,000 gallons and occurred on Monday, November 7th. This month's average daily pumpage was 60,473,000 gallons.

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

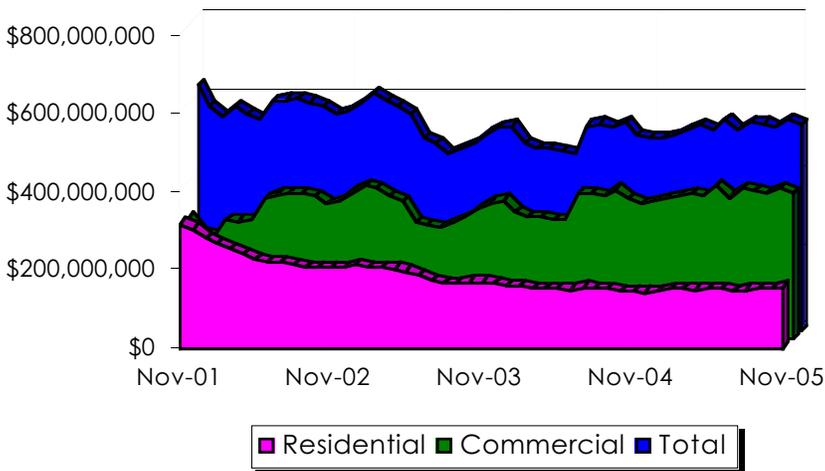


Economic Analysis

In November, a total of 113 new construction permits were issued, valued at \$27,911,359. This includes 44 single-family residences, 2 office/bank buildings, 3 retail/restaurant/other, 7 other, 31 commercial additions/alterations, and 26 interior finish-outs. There were 20 permits issued for pools/spas.

Annualized Building Permit Values

Figure XI



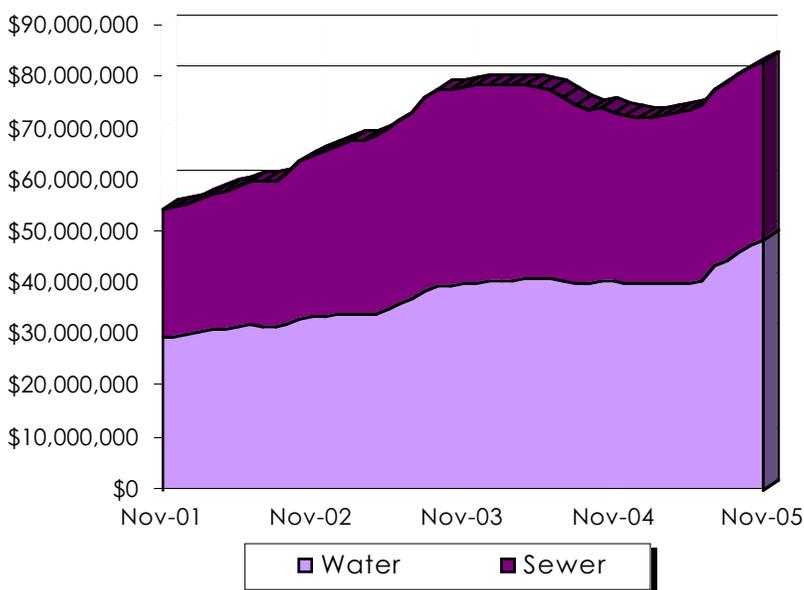
The overall annualized value was \$528,241,366, up 7.72% from the same period a year ago. The annualized value of new residential construction increased to a value of \$154,532,029, up 8.67% from a year ago. The annualized value of new commercial construction increased 7.33% to \$373,709,337.*

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

The actual water and sewer customer billing revenues in November were \$3,757,278 and \$2,813,088, an increase of 33.57% and 3.82% respectively, compared to November 2004 revenues. The aggregate water and sewer accounts netted \$6,570,366 for an increase of 18.97%.

Annualized Water & Sewer Billings

Figure XII



November consumption brought annualized revenue of \$48,346,657 for water and \$34,953,627 for sewer, totaling \$83,300,284. This total represents an increase of 13.46% compared to last year's annualized revenue.

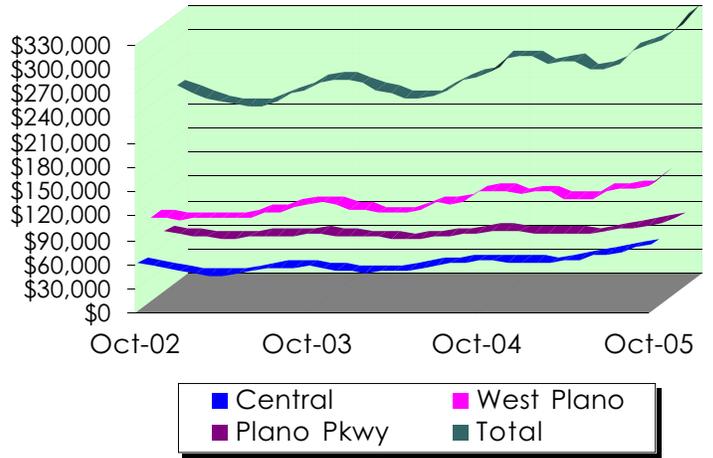
Figure XII presents the annualized billing history of water and sewer revenues for November 2001 through November 2005.



Economic Analysis

October revenue from hotel/motel tax was \$411,662. This represents an increase of \$144,156 or 53.89% compared to October 2004. The average monthly revenue for the past six months (see graph) was \$330,603, an increase of 19.75% from the previous year's average. The six-month average for the Central area increased to \$83,201, the West Plano average increased to \$157,211, and the Plano Pkwy average increased to \$90,190 from the prior year.

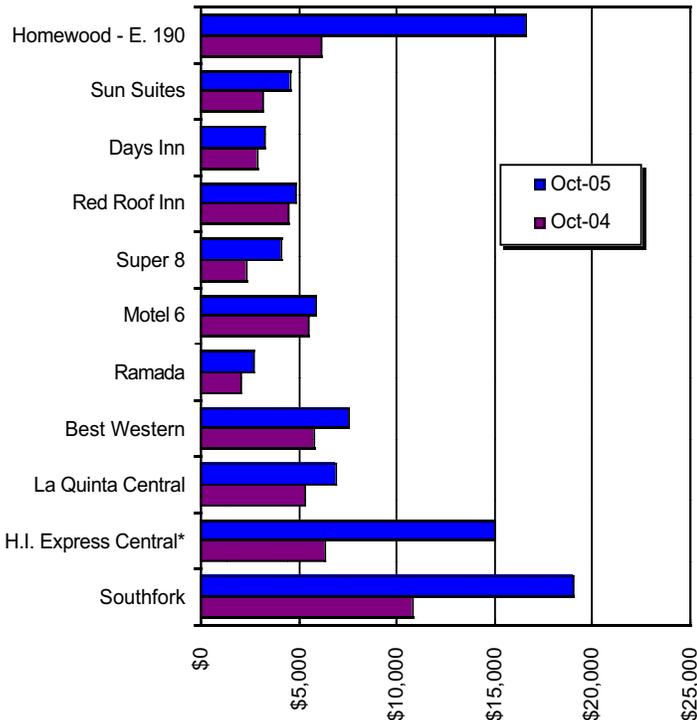
Hotel/Motel Occupancy Tax Six Month Trend Figure XIII



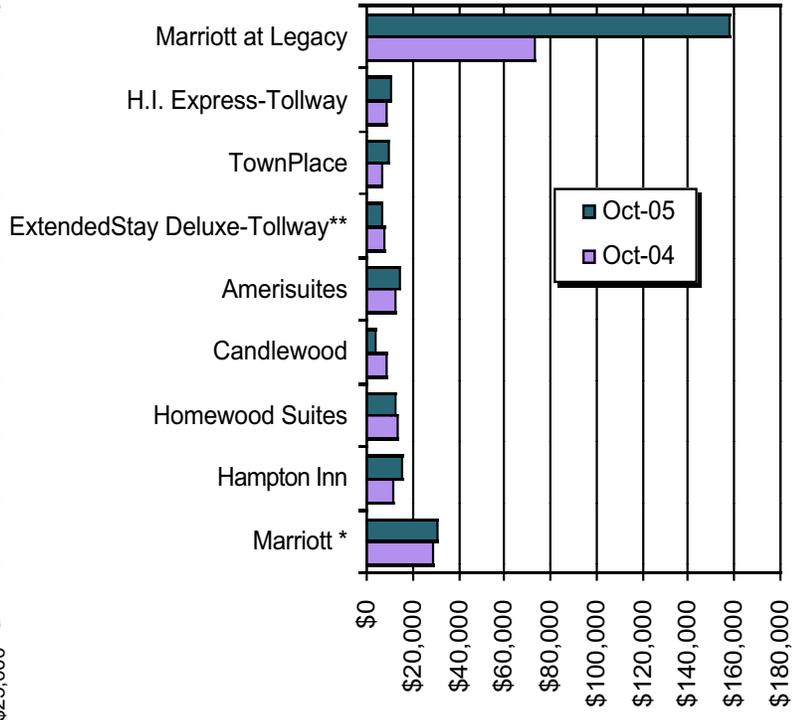
This amount will not always equal the hotel/motel taxes reported in the financial section. The economic report is based on the amount of taxes earned during a month, while the financial report indicates when the City received the tax.

Figures XIV, XV and XVI show the actual occupancy tax revenue from each hotel/motel in Plano for October 2005 compared to the revenue received in October 2004.

Hotel/Motel Occupancy Tax Monthly Comparison by Hotel - Central Figure XIV



Hotel/Motel Occupancy Tax Monthly Comparison by Hotel - Preston Figure XV

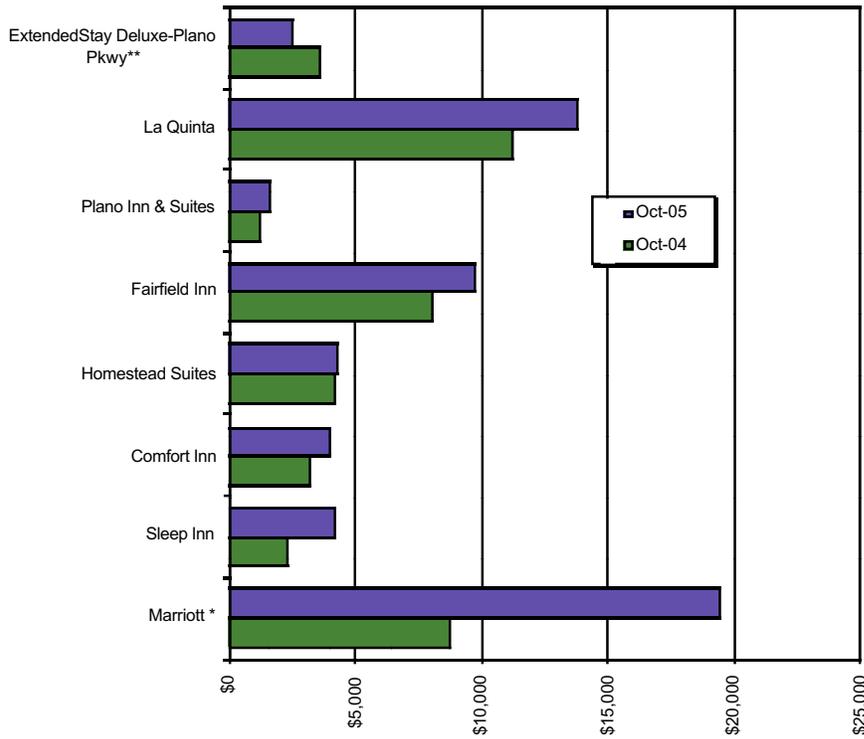


*The Holiday Inn Express, formerly the Holiday Inn, was closed for remodeling from the middle of January 2004 to July 2004. Wellesley Inn & Suites and Studio Plus became ExtendedStay Deluxe hotels in 2005.

* Since August 2005, Marriott International Tax Revenue Numbers On This Graph Represent Two (2) Marriott-Owned Hotels (Courtyard By Marriott 1ND and Residence Inn #323)
** Formerly Wellesley Inn & Suites

Economic Analysis

Hotel/Motel Occupancy Tax Monthly Comparison by Hotel - Plano Pkwy. Figure XVI



* Since August 2005, Marriott International Tax Revenue Numbers On This Graph Represent One (1) Marriott-Owned Hotel (Courtyard By Marriott #1N4)

** Formerly Studio Plus

Section 3

City of Plano Comprehensive Monthly Finance Report

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

Investment Report



INVESTMENT REPORT

NOVEMBER 2005

Interest received during November totaled \$596,529 and represents interest paid on maturing investments and coupon payments on investments. Interest allocation is based on average balances within each fund during the month.

During November, the two-year Treasury note yield increased throughout the month, starting at 4.24 and ending at 4.41.

As of November 30, a total of \$200.7 million was invested in the Treasury Fund. Of this amount, \$46.3 million was General Obligation Bond Funds, \$.5 million was Water & Sewer Revenue Bond Funds, and \$153.9 million was in the remaining funds.

Investments	Current Month Actual	Fiscal Y-T-D	Prior Fiscal Y-T-D	Prior Fiscal Year Total
(1) Funds Invested	\$16,000,000	\$22,000,000	\$20,500,000	\$151,353,000
(2) Interest Received	\$596,529	\$1,189,049*	\$860,409	\$6,338,580
(3) Earnings Potential Factor	136.9%	135.1%	107.7%	119.4%
(4) Investment Potential	103.0%	104.2%	101.6%	108.8%
(5) Actual Aggressive Dividend	\$117,209	\$102,437	\$59,562	\$653,700
(6) Average 2 Year T-Note Yield	4.41			

* See interest allocation footnote on Page C-3.

- (1) Does not include funds on deposit earning an "earnings credit" rate and/or moneys in investment pools.
- (2) Cash basis.
- (3) Comparison of actual yield of investments to average yield of 2 year Treasury notes for current month.
- (4) Measures the percent of funds invested at month end compared to total available investable funds.
- (5) Difference between amount of interest earned due to aggressive investing of funds, when compared to passive use of funds earning an "earnings credit" rate, during current month.
- (6) Compares 2005 to 2004.

Month-to-Month Comparison

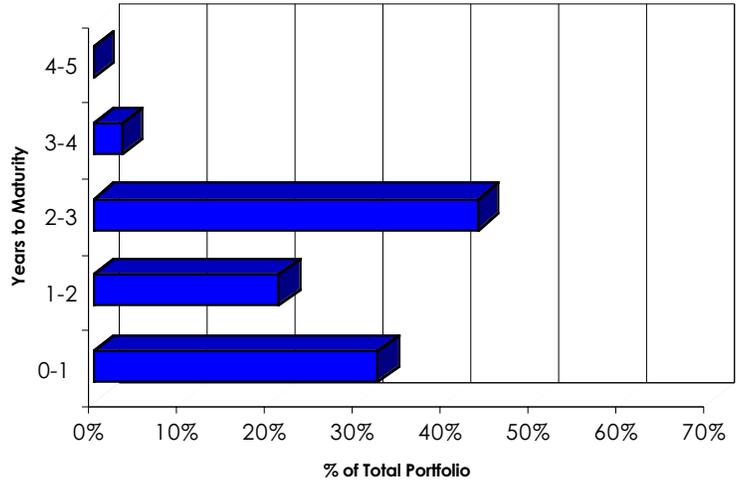
	Oct 05	Nov 05	Difference
Portfolio Holding Period Yield	3.18	3.22	.04 (4 basis points)
Avg. 2-Year T-Note Yield	4.24	4.41	.17 (17 basis points)



INVESTMENT REPORT

Portfolio Maturity Schedule Figure I

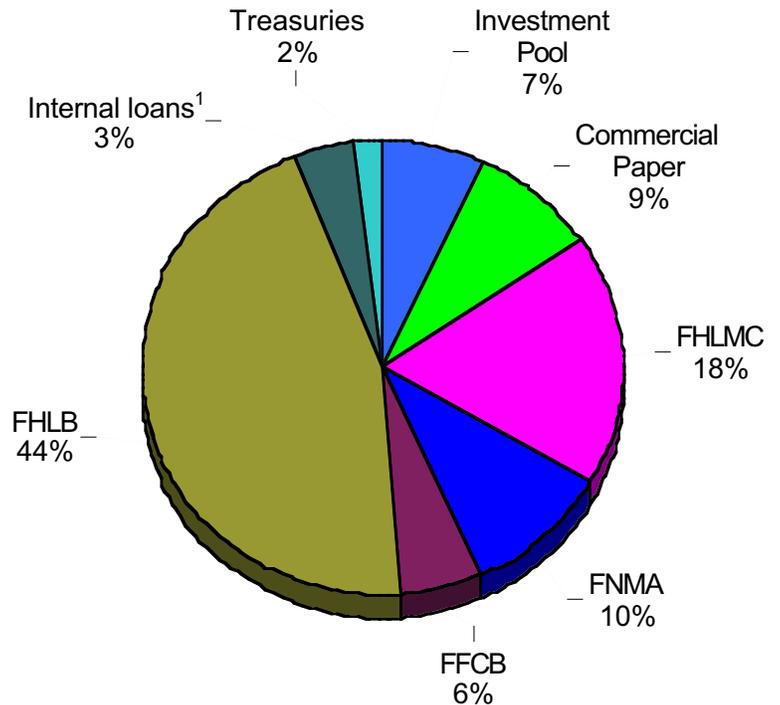
Years to Maturity*	Face Value	% Total
0-1	\$ 66,648,872	32.22%
1-2	43,455,000	21.01%
2-3	90,070,000	43.55%
3-4	6,665,000	3.22%
4-5	0	0.00%
Total	\$ 206,838,872	100.00%



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

Portfolio Diversification Figure II

Type	Face Value	% Total
Investment Pool	\$ 14,261,872	6.90%
Commercial Paper	17,937,000	8.67%
FHLMC	36,665,000	17.73%
FNMA	20,500,000	9.91%
FFCB	11,695,000	5.65%
FHLB	93,780,000	45.34%
Internal loans ¹	8,000,000	3.87%
Treasuries	4,000,000	1.93%
Total	\$ 206,838,872	100.00%



¹ Internal loans on annual basis as percent of portfolio



INVESTMENT REPORT

Allocated Interest/Fund Balances November, 2005 *Figure III*

Fund	Allocated Interest		Fund Balance	
	Current Month	Fiscal Y-T-D	End of Month	% of Total
General	77,938.27	165,842.80	\$24,911,244.97	12.41%
G.O. Debt Service	5,656.67	10,839.68	2,120,159.49	1.06%
Street & Drainage Improvements	(1,585.05)	(1,764.54)	(1,085,440.79)	-0.54%
Sewer CIP	12,133.05	24,241.17	4,060,399.87	2.02%
Capital Reserve	78,848.47	154,808.99	26,878,420.81	13.39%
Water & Sewer Operating	17,897.72	31,220.45	6,444,910.43	3.21%
Water & Sewer Debt Service	6,063.27	11,014.49	2,222,336.31	1.11%
W & S Impact Fees Clearing	3,735.23	7,097.91	1,296,334.68	0.65%
Park Service Area Fees	12,441.46	24,331.97	4,253,934.92	2.12%
Property / Liability Loss	16,167.64	31,541.43	5,536,509.83	2.76%
Information Services	27,363.84	52,981.72	9,509,988.30	4.74%
Equipment Replacement	29,332.99	53,904.36	9,378,514.40	4.67%
Developers' Escrow	20,084.00	39,377.58	6,845,156.21	3.41%
G.O. Bond Funds	137,017.25	272,903.39	46,314,360.79	23.08%
Municipal Drainage Bond Clearing	9,343.06	18,493.34	3,184,360.37	1.59%
Other	142,077.54	283,699.72	48,735,823.01	24.28%
Total	\$592,075.49	\$1,175,654.62	\$200,704,157.70	100.00%

Footnote: All City funds not restricted or held in trust are included in the Treasury Pool. As of November 30, 2005, allocated interest to these funds may include an adjustment to fair value as required by GASB 31.

Portfolio Statistics

Month	Total Invested (End of Month)	Portfolio Yield	# Securities		Weighted Avg Maturity (Days)	# Securities
			Purchased*	Matured/ Sold/Called		
Jun-04	229,806,945	2.49%	2	3	861	141
Jul-04	222,498,884	2.49%	2	4	857	139
Aug-04	228,040,422	2.46%	2	5	808	135
Sep-04	193,870,437	2.71%	1	10	911	127
Oct-04	186,405,776	2.74%	4	4	925	127
Nov-04	184,228,731	2.80%	7	8	921	125
Dec-04	206,210,169	2.77%	5	2	801	128
Jan-05	239,173,039	2.75%	13	2	672	139
Feb-05	253,145,268	2.87%	9	4	809	144
Mar-05	239,564,985	2.83%	2	4	639	142
Apr-05	234,335,664	2.92%	2	5	628	139
May-05	222,340,943	2.93%	8	4	643	143
Jun-05	253,295,488	3.04%	4	4	544	143
Jul-05	248,309,619	3.08%	7	3	534	147
Aug-05	256,490,797	3.16%	4	12	491	139
Sep-05	220,697,804	3.15%	3	6	550	136
Oct-05	213,238,232	3.18%	3	4	549	135
Nov-05	206,838,872	3.22%	8	4	571	139

* Does not include investment pool purchases.



INVESTMENT REPORT

*Equity in Treasury Pool
By Major Category
Figure IV*

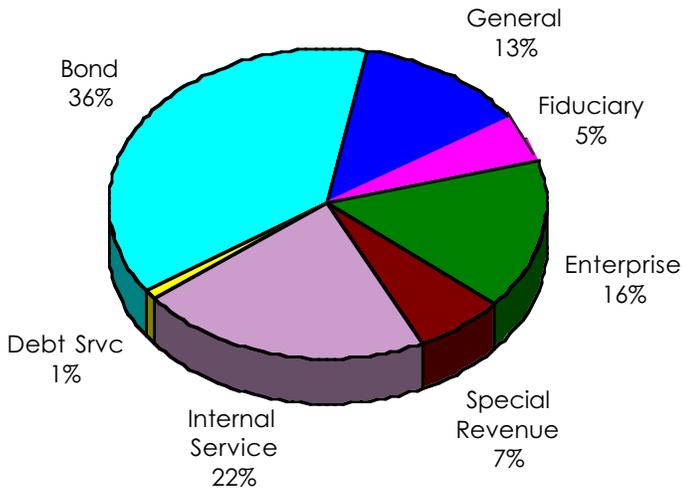


Figure IV shows a breakdown of the various sources of funds for the City's Treasury Pool as of November 30, 2005. The largest category is made up of Bond Funds in the amount of \$77.2 million. Closest behind is the Internal Service Fund with a total of \$45.0 million, and the Enterprise Fund with \$32.7 million.

*Annualized Average Portfolio
Figure V*

The annualized average portfolio for November 30, 2005 was 232,803,407. This is an increase of \$7,988,026 when compared to the November 2004 average of \$224,815,381.



**Discussion/Action Items for Future Council Agendas
(as of January 3, 2006)**

Additional rescheduling of Council meetings may be necessary due to elections and the PISD calendar. These changes will be made as soon as the dates are confirmed.

January 16 – Holiday – Martin Luther King Day

January 23

Dart Report
Mobility Report
Comprehensive Monthly Financial Report
Transportation Advisory Committee Report
Discussion and Direction re Renaming Shiloh Road (Stahel/Jarrell)

January 26, District 1 Roundtable, Plano Centre-Windhaven Room, 7 p.m.

February 1, 2006 Collin County Economic Summit, CCCCD, 11:30 a.m. – 4:30 p.m.

February 10-12, AAMC, Corpus Christi

February 13

Heritage Commission Report
Presentation of APWA Accreditation Plaques

February 27

Dart Report
Mobility Report
Comprehensive Monthly Financial Report
Animal Shelter Committee Report

March 6-10, PISD Spring Break

March 11-15, National League of Cities, Washington DC

March 16

Pomvina

March 25 – Plano Police Department, Perot Systems, 7 p.m.

March 27

Dart Report
Mobility Report
Comprehensive Monthly Financial Report

April 10

April 24

Dart Report
Mobility Report
Comprehensive Monthly Financial Report
Volunteer Recognition - Popik

May 8

May 18 – District 3 Roundtable, Davis Library Program Room, 7 p.m.

May 22

Dart Report
Mobility Report
Comprehensive Monthly Financial Report

May 29 – Memorial Day Holiday

May 30, June 1 – Council Workshop – Lyle Sumek

June 2 – 5, Texas City Managers Association – Corpus Christi

June 12

June 26

Dart Report
Mobility Report
Comprehensive Monthly Financial Report

vllh

July 4 – Independence Day Holiday

July 24

Dart Report
Mobility Report
Comprehensive Monthly Financial Report

July 26

August 14

August 24 – District 4 Roundtable, Haggard Library Program Room, 7 p.m.

August 28

Dart Report
Mobility Report
Comprehensive Monthly Financial Report

September 4 – Labor Day Holiday

September 10 – 13, International City Management Association, San Antonio

September 11

September 25

Dart Report
Mobility Report
Comprehensive Monthly Financial Report

October 9

October 23

Dart Report
Mobility Report
Comprehensive Monthly Financial Report

October 25-28, Texas Municipal League, Austin, Texas

Vile

November 9 – District 2 Roundtable Plano Sports Authority StarCenter, 7 p.m.

November 13

November 23, 24 – Thanksgiving Holidays

November 27

Dart Report
Mobility Report
Comprehensive Monthly Financial Report

December 5 - 9, National League of Cities, Reno, Nevada

December 11

December 14, City of Plano Employee Holiday Luncheon, Plano Centre, 11 am – 1 pm

December 19

Dart Report
Mobility Report
Comprehensive Monthly Financial Report

December 22, 25 Christmas Holidays

January 1, 2007 – New Year Holiday

vld



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	1/9/06	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Public Safety	Initials	Date	
Department Head	Bruce Glasscock	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	<i>1/4/06</i>
Agenda Coordinator (include phone #):		Barbara Newell 7121		
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				
CAPTION				
Special Recognition for Hurricanes Rita/Katrina Community Support				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

Plano Senior Citizen Advisory Board

- **9 Members**

- Joseph Celso (Chair)
- Sue Barron
- Sonja Hammar
- David Heinze
- Mary Jane Ketcham
- Mary Norman, MD
- Naomi Selinger Sanit
- Annette S. Vineyard
- James D. Williams

- **Parks & Recreation Staff**

- Colette Hall
- Diann Hand

- **Council Liaisons**

- Jean Callison
- Harry LaRosiliere

Senior Citizen Advisory Board – Status Review Meeting January 9, 2006

GOALS (March – December 2005):

- Conduct survey to gather points of concern by Senior Citizens -**Complete**
- Analyze and prioritize survey results -**Complete**
- Conduct meetings / workshops to gather information -**Complete**

UPDATES:

- Printed and distributed survey forms throughout Plano -**Complete**
- Analyzed and Prioritized categories -**Complete**
- Collected Information on Survey Concerns -**Complete**

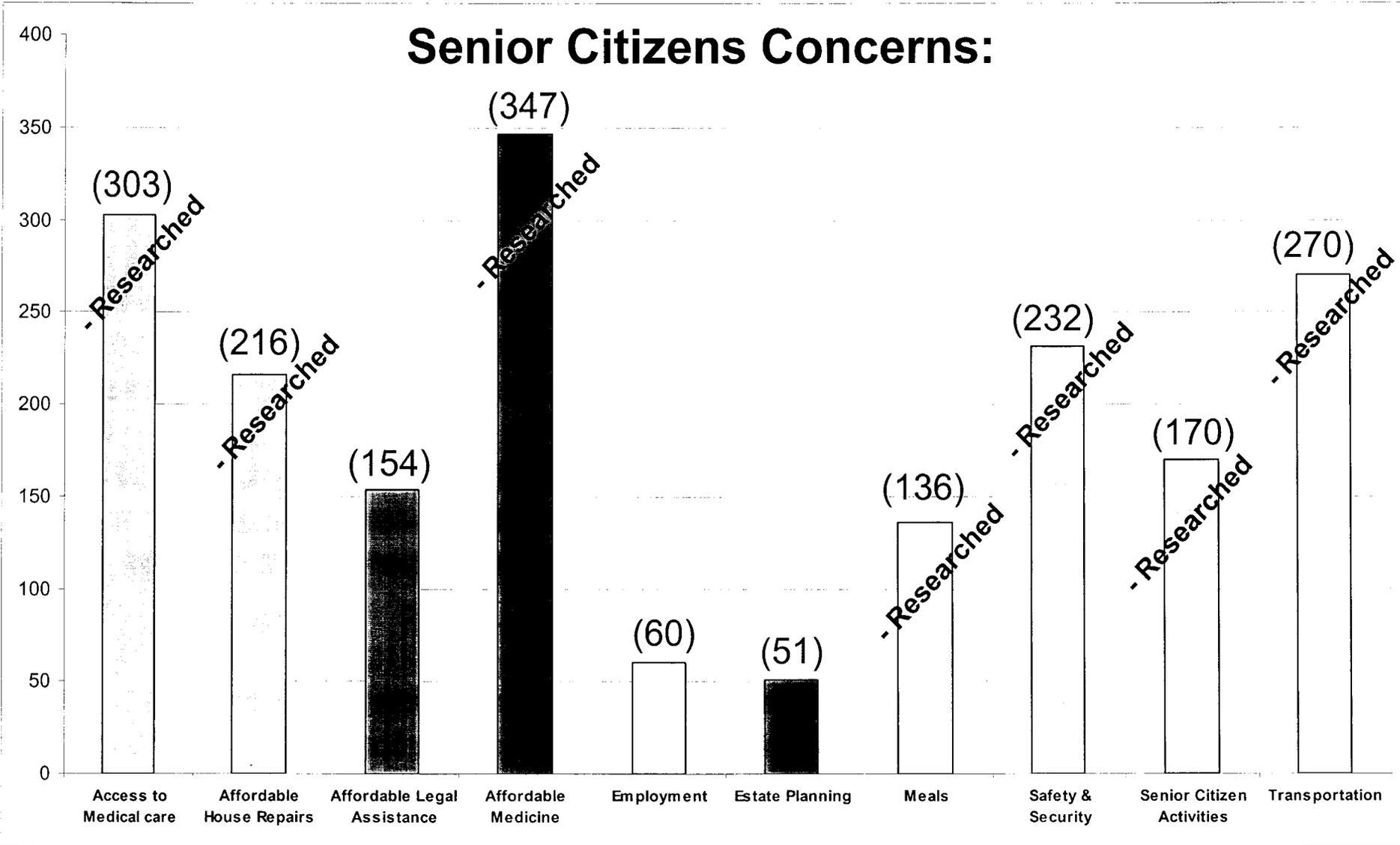
IN-PROCESS (January - February 2006):

- Determine Best Way to Distribute Information Gathered, to Seniors
- Determine Format / Content of Information to Distribute

CONCERNS:

- Need to control the scope, cost, & maintainability of recommendations
- Need to retain enthusiasm by Board

Plano Senior Citizen Advisory Board – Survey Research
As of: December 2005



465 responses from 2000 survey cards distributed

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
December 20, 2005**

COUNCIL MEMBERS

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

STAFF

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

Mayor Evans called the meeting to order at 5:08 p.m., Tuesday, December 20, 2005, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Members Magnuson and LaRosiliere. 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 for which a certified agenda is not required.

Mayor Evans reconvened the meeting back into the Preliminary Open Meeting at 5:39 p.m. in the Council Chambers where the following matters were discussed:

Consideration and Action Resulting From Executive Session Discussion:

Nothing was brought forward.

Mobility Report

Transportation Engineering Manager Neal spoke regarding Staff analysis of intersection designs and reviewed examples of median left-turn and continuous flow locations. He advised regarding findings which indicated that the median left-turn offered access to adjacent businesses, was accepted by pedestrians and that the majority of drivers made proper movements.

Mr. Neal spoke to implementation with less signage and pavement markings than anticipated, improved flow and reduced collisions, and the findings by Staff that it is the most viable design.

Mr. Neal responded to the Council regarding motorists' adjustment to the design which would be in place in several locations, the need to provide education and the median left-turn lane being appropriate for high level roads. He advised that the locations being considered include Spring Creek Parkway/Legacy Drive, Preston Road/Plano Parkway and Preston Road/Legacy Drive because the design provides the least amount of delay, moves the greatest amount of thru traffic on all approaches and gives the greatest amount of air quality improvement. He spoke regarding the design for Preston Road/Plano Parkway and stated that if one intersection were installed rather than three, it would then be the only experience drivers would have with the design.

City Engineer Upchurch advised that the three projects proposed are all funded through the Council of Governments (COG) and spoke regarding the timeframe which includes review and negotiations through TxDOT. He advised that Staff will bring forward designs for Spring Creek Parkway/Legacy Drive and Preston Road/Legacy Drive locations. Council Member Callison spoke to complaints received with regard to the Spring Creek Parkway/Legacy Drive intersection and Mr. Upchurch stated that if the Council gave direction for the three projects, their construction would be slightly staggered. He stated that the intersection operation could be changed back should the median turn-lane design prove inappropriate and spoke to the proposal offering improved capacity and safety. The Council stated concurrence to move forward with the median turn-lane design for three intersections.

Discussion and Direction on Sign Regulations for Office Buildings

Chief Building Official Mata reviewed the current sign ordinance advising that signs must be located over the business for which they are intended. He spoke to requests received by Staff to locate signs on the top floor of a building, to have the flexibility to choose a location or provide for the best location. Mr. Mata reviewed regulations in other cities and advised that Staff's proposal is to review the ordinance for possible amendments to allow flexible use of building signage, coordinate details and requirements with the Planning and Zoning Commission and report back to the Council with the Commission's recommendation. The Council gave direction to move forward with the proposal.

Discussion and Direction Regarding Reallocation of Arts Funding

Creative Arts Manager Wear spoke regarding the departure of the Plano Repertory Theater and its effect on rents at the Courtyard Theater and the ArtsCentre of Plano and further stated that the Cultural Affairs Commission held discussions regarding the reallocation of funding awarded to the Plano Repertory Theater.

Cultural Affairs Commission Chair Madigan stated that the consensus of the Commission was to request the Council release monies being held and that it be redistributed among other organizations. Mayor Pro Tem Lambert spoke to finding other organizations to provide rentals at the Courtyard Theater. Mr. Wear spoke to new bookings and the difficulty in granting to new organizations in mid-year. City Manager Muehlenbeck responded to Mr. Lambert, stating that if money is left over at the end of the year, it may be carried over and spoke regarding the money being advanced to groups in October. Mr. Wear spoke to funds being based on projections of the hotel/motel occupancy tax.

Mayor Evans and Mayor Pro Tem Lambert stated concern regarding the loss of revenue for the ArtsCentre and to prior action to release funds for their use. Council Member Stahel spoke to revisiting the entire situation in 60-90 days and to the possible effect on other organizations if a replacement for the repertory theater is found and excess funds are not available next year. Ms. Madigan spoke regarding other groups receiving less funding than they had in the past in order for the repertory to receive more. Mayor Pro Tem Lambert spoke to reallocating the increased amount granted to the repertory theater and to the ArtsCenter being a priority.

City Manager Muehlenbeck spoke to bringing an agenda item back at the January 9, 2006 Council meeting to review what has been expended and what is in reserve. Council Member Callison spoke to giving groups as much as possible with the understanding that the City is seeking a repertory theater and that this allocation may be a one-time event. Deputy Mayor Pro Tem Johnson spoke to understanding what the absence of the repertory theater will cost from lost revenue at the Courtyard Theater and ArtsCenter. Mayor Pro Tem Lambert spoke to prior approval to disburse some of the funds and to keeping the total expenditures within allocated amounts.

Council Items for Discussion/Action on Future Agendas

Council Member Stahel requested an agenda item be scheduled for January 9, 2006, to consider naming the new section of Shiloh Road as Spring Creek Parkway to provide a consistent road name for the west side of Bob Woodruff and Oak Point Parks.

Deputy Mayor Pro Tem Johnson requested an agenda item on January 9, 2006, to address S.H. 121.

Consent and Regular Agenda

Council Member Stahel advised that he will be stepping down on Consent Items "H," the purchase of an enterprise storage area network and "L," resolution for a sole-source purchase of thirty Hammerhead XRTE mobile computers to due to possible conflicts of interest.

Council Reports

Mayor Evans spoke to meeting with the TxDOT Commission in Austin regarding S.H. 121 and to promoting NTTA as the builder and operator for the section passing through Collin County and to keeping the tolls down. Deputy Mayor Pro Tem Johnson spoke to continued meetings with NTTA. He spoke to this being the best opportunity to keep excess revenues in Collin County and stated that the decision will be made by the Texas Transportation Commission.

Nothing further was discussed. Mayor Evans convened directly into the Regular Meeting at 7:01 p.m. No recess was taken.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, Assistant City Secretary

PLANO CITY COUNCIL
December 20, 2005

COUNCIL MEMBERS

Pat Evans, Mayor
Ken Lambert, Mayor Pro Tem
Scott Johnson, Deputy Mayor Pro Tem
Shep Stahel
Sally Magnuson
Jean Callison
Loretta L. Ellerbe
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Frank Turner, Executive Director
Bruce Glasscock, Executive Director
Rod Hogan, Executive Director
Diane C. Wetherbee, City Attorney
Elaine Bealke, City Secretary
Diane Zucco, Assistant City Secretary

Mayor Evans convened the Preliminary Open Meeting directly into the Regular Session on Tuesday, December 20, 2005 at 7:01 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Members Magnuson and LaRosiliere.

The invocation was led by Associate Pastor Paul Mussachio of Preston Meadow Lutheran Church.

The Pledge of Allegiance was led by representatives of the Boys and Girls Clubs of Collin County – Plano.

GENERAL DISCUSSION

Jack Lagos, citizen of the City, spoke regarding the Arts of Collin County Foundation and to a resolution reserving naming rights and the right for disposal or sale of an asset whose value exceeds \$50,000 to the cities. He inquired when the naming rights were given to the Foundation and spoke regarding a loan agreement between the Arts of Collin County Commission and the Foundation. Mr. Lagos requested an open session for discussion. Deputy Mayor Pro Tem Johnson stated that buildings and roads require Council approval.

Sonja Hammar, citizen of the City, stated concern that the Planning and Zoning Commission will be discussing curtailing and restricting the time allotted to citizens and homeowners associations for input. She stated disappointment that there has been no follow up action addressing her concern that pornography is being viewed at the City's libraries.

CONSENT AGENDA

Upon the request of Council Member Stahel, Consent Agenda Items “H” and “L” were removed for individual consideration due to possible conflicts of interest.

Upon a motion made by Mayor Pro Tem Lambert and seconded by Deputy Mayor Pro Tem Johnson, the Council voted 6-0 to approve and adopt all remaining items on the Consent Agenda as recommended and as follows:

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

Bid No. 2006-21-C for an annual fixed price contract for Tree Maintenance Contract for Parks and Recreation to TruGreen Landcare in the estimated annual amount of \$40,000. This will establish a one (1) year contract with two (2) City optional one (1) year renewals. (Consent Agenda Item “A”) [See Exhibit (A)]

Bid No. 2006-19-B for Police Department Generator Replacement to Groves Electric Service, Inc., in the amount of \$42,075. (Consent Agenda Item “B”) [See Exhibit (B)]

Bid No. 2006-46-B for three (3) 1-Ton Extended Cargo Vans for the Facilities Maintenance Department from Sam Packs Five Star Ford of Carrollton in the amount of \$55,992. (Consent Agenda Item “C”) [See Exhibit (C)]

Bid No. 2006-29-B for twenty-three (23) Cab and Chassis with Bodies from Sam Packs Five Star Ford of Carrollton (Items 1 and 2), Dallas Dodge (Item 3), Baby Jack II Automotive LTD (Items 4, 5, 7, and 8), Rockwall Ford (Item 6), Metro Ford Truck Sales, Inc. (Item 9), Team Bonner Chevrolet (Items 10 and 11), and Philpott Motors LTD (Item 12) in the amount of \$729,000. (Consent Agenda Item “D”) [See Exhibit (D)]

Bid No. 2006-11-C for a two-year fixed price contract for Uniform Rental and Laundry Service to Aramark Uniform Services in the estimated two-year amount of \$30,000. This will establish a two-year contract with one optional two-year renewal. (Consent Agenda Item “E”) [See Exhibit (E)]

Bid No. 2006-49-B for Los Rios Boulevard Phase I – Lake Level Control Structures to Jim Bowman Construction Company, L.P. in the amount of \$130,398. (Consent Agenda Item “F”) [See Exhibit (F)]

Bid No. 2006-38B for Whiffletree Water Rehabilitation to Barson Utilities, Inc. in the amount of \$1,452,547. The project consists of the construction of 13,000 feet of water mains through the City of Plano with the preponderance in the Whiffletree Subdivision. (Consent Agenda Item “G”) [See Exhibit (G)]

Adoption of Resolutions

Resolution No. 2005-12-10(R): To approve the terms and conditions of a Real Estate Contract by and between the City of Plano, Texas, and Windhaven, Ltd., a Texas Limited Partnership, for the purchase of approximately 2.606 acres located at the intersection of Spring Creek Parkway and Windhaven Parkway, Plano, Collin County, Texas; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “I”)

Resolution No. 2005-12-11(R): To approve the terms and conditions of a Real Estate Contract by and between the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints and the City of Plano for the purchase of approximately 2.320 acres located at 2401 Legacy Drive and Quarry Chase Trail, Plano, Collin County, Texas; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “J”)

Resolution No. 2005-12-12(R): To repeal Resolution No. 2004-9-20(R) and approve and authorize revised golf course green fees at Pecan Hollow Golf Course; providing a repealer clause and an effective date. (Consent Agenda Item “K”)

Resolution No. 2005-12-13(R): To approve the terms and conditions of an amendment to a Route Specific Communications Facilities License by and between the City of Plano, Texas and Sprint Spectrum L.P., a Delaware Limited Partnership, to locate, place, attach, install, and operate, telecommunications ground equipment in certain specific portions of the public rights-of-way in the City of Plano; authorizing its execution by the City Manager and providing an effective date. (Consent Agenda Item “M”)

Adoption of Ordinances

Ordinance No. 2005-12-14: To repeal City of Plano Ordinance No. 2005-9-22; establishing a certification pay plan for classified members of the Plano Fire and Police Departments; establishing an Assignment Pay Plan for members of the Plano Fire Department in a rank less than Battalion Chief serving in the capacity of Paramedic; establishing a Shift Personnel Coordinator and Paramedic Preceptor Pay Plan for members of the Plano Fire Department; establishing an Assignment Pay Plan for members of the Plano Police Department serving in the capacity of Field Training Officers; and providing a repealer clause, a severability clause, and an effective date. (Consent Agenda Item “N”)

Ordinance No. 2005-12-15: To amend Ordinance No. 2005-11-27 to revise Exhibit “A” reflecting an increase to the Battalion Chief base pay and to add a new Battalion Chief step after six (6) months; and providing a repealer clause, a severability clause, and an effective date. (Consent Agenda Item “O”)

Ordinance No. 2005-12-16: To abandon all right, title and interest of the City, in and to that certain 25' fire lane, access and utility easement recorded in Volume 5186, Page 102 of the Collin County Land Records and being situated in the Daniel Rowlett Survey, Abstract Number 738 and located at the southwest corner of Chase Oaks Boulevard and Central Expressway (U.S. Highway No. 75) in the City Limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owners, Fairview Farm Land Company, Ltd., Dave Capps Family Limited Partnership and American Realty Trust, Inc. to the extent of their interests; authorizing the City Manager, to execute any documents deemed necessary; and providing an effective date. (Consent Agenda Item "P")

Ordinance No. 2005-12-17: To amend Section 18-34 *Commercial Container Rates* of Article II *Collection Charges* of Chapter 18 *Solid Waste* of the City Code of Ordinances; establishing a revised schedule of rates and charges for collection and disposal of solid waste from commercial accounts in the City of Plano; and providing a repealer clause, a severability clause and an effective date. (Consent Agenda Item "Q")

Approval of Minutes (Consent Agenda Item "R")

December 12, 2005

END OF CONSENT

Due to possible conflicts of interest, Council Member Stahel stepped down from the bench on the following two items which were considered concurrently.

Purchase from Existing Contract/Agreement: To approve the purchase of an enterprise storage area network in the amount of \$399,444 from Storage Technology Corporation through a Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (DIR#: DIR-VPC-03-010) (Consent Agenda Item "H")

Resolution No. 2005-12-18(R): To approve the sole-source purchase of thirty (30) Hammerhead XRTE mobile computers and related equipment in the amount of \$152,420 from OPEN incorporated; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "L")

Upon a motion made by Mayor Pro Tem Lambert and seconded by Deputy Mayor Pro Tem Johnson, the Council voted 5-0 to approve the purchase of an enterprise storage area network in the amount of \$399,444 from Storage Technology Corporation through a Department of Information Resources (DIR) Contract and to approve the sole-source purchase of thirty (30) Hammerhead XRTE mobile computers and related equipment in the amount of \$152,420 from OPEN incorporated and further to adopt Resolution No. 2005-12-18(R).

Council Member Stahel resumed his place at the bench.

To approve an ordinance authorizing a three-year renewal of the Private Franchise Agreement by and between the City of Plano, Texas and Allied Waste Systems, Inc. d/b/a Trinity Waste Services, for collection and disposal of solid waste for commercial customers located within the City of Plano and a non-exclusive private franchise for collection of recyclable materials from commercial customers located in the City of Plano; and authorizing the City Manager to execute any and all documents necessary to effectuate this renewal; providing a repealer clause, a severability clause, a savings clause, a penalty clause and providing for publication and an effective date. (First Reading) (Regular Agenda Item "1")

Upon a motion made by Council Member Stahel and seconded by Deputy Mayor Pro Tem Johnson, the Council voted 6-0 to approve the first reading of an ordinance authorizing a three-year renewal of the Private Franchise Agreement by and between the City of Plano, Texas and Allied Waste Systems, Inc. d/b/a Trinity Waste Services, for collection and disposal of solid waste for commercial customers located within the City of Plano and a non-exclusive private franchise for collection of recyclable materials from commercial customers located in the City of Plano; and authorizing the City Manager to execute any and all documents necessary to effectuate this renewal; providing a repealer clause, a severability clause, a savings clause, a penalty clause and providing for publication and an effective date.

Public Hearing and adoption of Ordinance No. 2005-12-19 to establish and designate a certain area within the City of Plano as Reinvestment Zone No. 91 for a tax abatement consisting of a 10.05 acre tract of land located at 2805 Plano Parkway, in the City of Plano; establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date. (Regular Agenda Item "2")

Director of Finance McGrane advised the Council that the business personal property tax is estimated to have an approximate taxable value of not less than \$706,156 for calendar year 2006 and \$1,006,156 for the remaining nine years of the abatement. He advised that proposed real property is estimated to have an approximate taxable value of not less than \$306,369 and that the proposed abatement will begin on January 1, 2006 and continue through 2015 and be equal to 50% for ten years. He responded that the location will be a field testing operation and Deputy Mayor Pro Tem Johnson stated that the site will bring a wide variety of visitors to the City.

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

Upon a motion made by Council Member Stahel and seconded by Deputy Mayor Pro Tem Johnson, the Council voted 6-0 to establish and designate a certain area within the City of Plano as Reinvestment Zone No. 91 for a tax abatement consisting of a 10.05 acre tract of land located at 2805 Plano Parkway, in the City of Plano; establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date; and further adopted Ordinance No. 2005-12-19.

Resolution No. 2005-12-20(R): To approve the terms and conditions of an agreement by and between the City of Plano, Texas, the County of Collin, Texas, the Collin County Community College District, CLP Properties Texas, L.P., a Delaware Limited Partnership and Underwriters Laboratories, Inc., a Not-For-Profit Delaware Corporation, and providing for a business personal property and real property tax abatement, and authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item “3”)

Upon a motion made by Council Member Stahel and seconded by Deputy Mayor Pro Tem Johnson, the Council voted 6-0 to approve the terms and conditions of an agreement by and between the City of Plano, Texas, the County of Collin, Texas, the Collin County Community College District, CLP Properties Texas, L.P., a Delaware Limited Partnership and Underwriters Laboratories, Inc., a Not-For-Profit Delaware Corporation, and providing for a business personal property and real property tax abatement, and authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2005-12-20(R).

Public Hearing and adoption of Ordinance No. 2005-12-21 to establish and designate a certain area within the City of Plano as Reinvestment Zone No. 95 for a tax abatement consisting of a 3.425 acre tract of land located at 1601 Summit Avenue, in the City of Plano; establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date. (Regular Agenda Item “4”)

Director of Finance McGrane advised the Council that the business personal property is estimated to have an approximate taxable value of not less than \$1,175,000 and that the proposed real property is estimated to have an approximate taxable value of not less than \$450,000. He stated that the company anticipates employing 150 full time employees and that the tax abatement will average 50% over eight years.

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

Upon a motion made by Council Member Stahel and seconded by Council Member Ellerbe, the Council voted 6-0 to establish and designate a certain area within the City of Plano as Reinvestment Zone No. 95 for a tax abatement consisting of a 3.425 acre tract of land located at 1601 Summit Avenue, in the City of Plano; establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date; and further to adopt Ordinance No. 2005-12-21.

Resolution No. 2005-12-22(R): To approve the terms and conditions of an agreement by and between the City of Plano, Texas, the County of Collin, Texas, the Collin County Community College District, Century Portfolio, Ltd., a Texas Limited Partnership and Texatronics, Inc., a Texas Corporation, and providing for a business personal property and real property tax abatement, and authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item “5”)

Resolution No. 2005-12-22(R) (cont'd)

Upon a motion made by Council Member Stahel and seconded by Council Member Callison, the Council voted 6-0 to approve the terms and conditions of an agreement by and between the City of Plano, Texas, the County of Collin, Texas, the Collin County Community College District, Century Portfolio, Ltd., a Texas Limited Partnership and Texatronics, Inc., a Texas Corporation, and providing for a business personal property and real property tax abatement, and authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2005-12-22(R).

Public Hearing and adoption of Ordinance No. 2005-12-23 as requested in Zoning Case 2005-46 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, so as to rezone 1.3± acres located 500± feet east of Coit Road and 700± feet north of McDermott Road in the City of Plano, Collin County, Texas, from Single-Family Residence-7 to Planned Development-434-Retail (Tract II – 0.1± acre) and Planned Development-433-Multifamily Residence-2 (Tract I – 1.2± acres) ; 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: City of Plano (Regular Agenda Item “6”)

Director of Planning Jarrell advised the Council that this request addresses a discrepancy between the alignment of the zoning district boundary and the property line in the vicinity of Coit Road and McDermott Road. She stated that the Planning and Zoning Commission recommended approval as submitted and advised that no multi-family units will be added.

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

Upon a motion made by Mayor Pro Tem Lambert and seconded by Council Member Stahel, the Council voted 6-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, so as to rezone 1.3± acres located 500± feet east of Coit Road and 700± feet north of McDermott Road in the City of Plano, Collin County, Texas, from Single-Family Residence-7 to Planned Development-434-Retail (Tract II – 0.1± acre) and Planned Development-433-Multifamily Residence-2 (Tract I – 1.2± acres) as requested in Zoning Case 2005-46 and as recommended by the Planning and Zoning Commission; 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. 2005-12-23.

There being no further discussion, Mayor Evans adjourned the meeting at 7:29 p.m.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, City Secretary



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 1/09/06		Reviewed by Legal <i>[Signature]</i>	<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> 12/27/05	
Agenda Coordinator (include phone #): Dianna Wike Ext. 7549					
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 CSP No. 2005-241-C Telecom Expense Management Software to AnchorPoint in the amount of \$75,000.00.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS	
FISCAL YEAR:					
Budget	0	100,000	0	100,000	
Encumbered/Expended Amount	0	0	0	0	
This Item	0	-75,000	0	-75,000	
BALANCE	0	25,000	0	25,000	
FUND(S): TECHNOLOGY SERVICES FUND (66)					
COMMENTS: Funds were approved and carried forward from the 2004-05 operating budget for this item. The balance of funds will be used for other expenditures related to the implementation of the telecommunication billing and chargeback management system. STRATEGIC PLAN GOAL: Software for more efficient billing and chargeback management relates to the City's Goal of "Service Excellence".					
SUMMARY OF ITEM					
Staff recommends proposal of AnchorPoint in the amount of \$75,000.00 be accepted as the best proposal meeting specifications for the purchase of TELECOM EXPENSE MANAGEMENT SOFTWARE, conditioned upon timely execution of any necessary contract documents.					
List of Supporting Documents: Memo, Evaluation Matrix		Other Departments, Boards, Commissions or Agencies			

CITY OF PLANO
BID NO. 2005-241-C
CSP FOR TELECOM EXPENSE MANAGEMENT SOFTWARE

CSP RECAP

CSP opening Date/Time:	09/01/2005 @ 3:30 PM
Number of Vendors Notified:	1720
Vendors Submitting "NO BIDS":	None
Vendors Non-Responsive to Specification:	None

Responsive Bidders

AnchorPoint
Aseintenal LLC
TelSoft Solutions, Inc.
Universal Telecom Review Inc.

Dianna Wike

12/19//2005

Dianna Wike, C.P.M., Buyer

Date

b-2



Memorandum

RFP 2005-241-C CSP for Telecom Expense Management Software

AnchorPoint
46 Park Street
Framingham, MA 01702-6652

The City of Plano is awarding AnchorPoint the bid for the Telecom expense management software for a total of \$75000.00.

The bid was awarded to AnchorPoint because the committee felt it best met the criteria of the RFP. The other firms did not meet the City's needs Asentinel received data offsite. Telesoft submitted a proposal that was good for only 60 days. UTR was not as user friendly as the chosen vender.

Edward Jenkins
Support Services Manager
City of Plano
12/13/05

b-3

Vendor	Points for Pricing	Matrix Points	Total Points
Telsoft	25	0	25
AnchorPoint	20.88	218	238.88
Asentinel 1	20.33	163	183.33
Asentinel 2	13.38	163	176.38
UTR	24.25	150	174.25

B-4



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 1/09/06		Reviewed by Legal	<input 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> 1/13/06	
Agenda Coordinator (include phone #): Dianna Wike Ext. 7549					
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 checked="" type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award/Rejection of Bid/Proposal for Bid No 2006-36-C for Tire Re-Capping Service to Southern Tire Mart in the amount of \$75,575.00.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	05/06	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): WAREHOUSE					
COMMENTS: This item approves price quotes for a one year contract. Expenditures will be made in various departments within the approved budget appropriations. The estimated annual amount is \$75,575. STRATEGIC PLAN GOAL: Tire Re-Capping relates to the City's goal of "Service Excellence".					
SUMMARY OF ITEM					
Staff recommends bid of Southern Tire Mart in the amount of \$75,575.00 be accepted as lowest responsive, responsible bid, conditioned upon timely execution of any necessary contract documents. This is for the purchase of Tire Re-Capping Service.					
List of Supporting Documents: Bid Summary		Other Departments, Boards, Commissions or Agencies			

CITY OF PLANO

Bid No. 2006-36-C

Tire Re-Capping Service

Bid Recap

Bid opening Date/Time:	12/08/05 @ 3:30
Number of Vendors Notified:	395
Vendors Submitting "NO BIDS":	Two
Vendors Non-Responsive to Specification:	Darrington Tire Technology
Vendors Non-Responsible	Heintschel Tire Service Inc.

Responsive Bidders

Southern Tire Mart	\$75,575.00
T & W Tire	\$77,125.00
Wingfoot Commercial Tire	\$80,625.00

Dianna Wike

12/12/2005

Dianna C. Wike, C.P.M.
Buyer
Purchasing Division

Date

C-2

MEMORANDUM

DATE: December 9, 2005

TO: Mike Ryan
Chief Purchasing Officer

FROM: Bob Karlseng
Inventory Control Supervisor

SUBJECT: Award of Bid # 2006-36-C Tire Recapping Services

City Warehouse recommends award of bid to Southern Tire Mart in the estimated annual amount of \$75,575 as the lowest responsive, responsible bidder, for purchase of recapped tires.

Bid received from Darrington Tire is non-responsive to specifications and cannot be considered for award.

The next low bidder, Heintschel Tire Service, was our previous supplier for this item, prior to rebid. His contract was Terminated for Default on November 4, 2005, (see attached) because of poor quality on the product being supplied. The recapped tires being supplied under that contract, because of poor workmanship at the factory according to Heintschel, kept separating at the point of recap on the tires. Since these tires are used on the rear axle of our Refuse Truck fleet, not only was this a quality issue, but also a safety issue. The Warehouse worked with this supplier for 2-3 months to try and resolve the issue, but finally had to cancel the contract for default. It is recommended this supplier's bid be deemed "non-responsible" and not be considered any further. The vendor is aware of this action and has verbally expressed to me his full understanding of our action in this bid.

C. 3



**CITY OF PLANO
COUNCIL AGENDA ITEM**

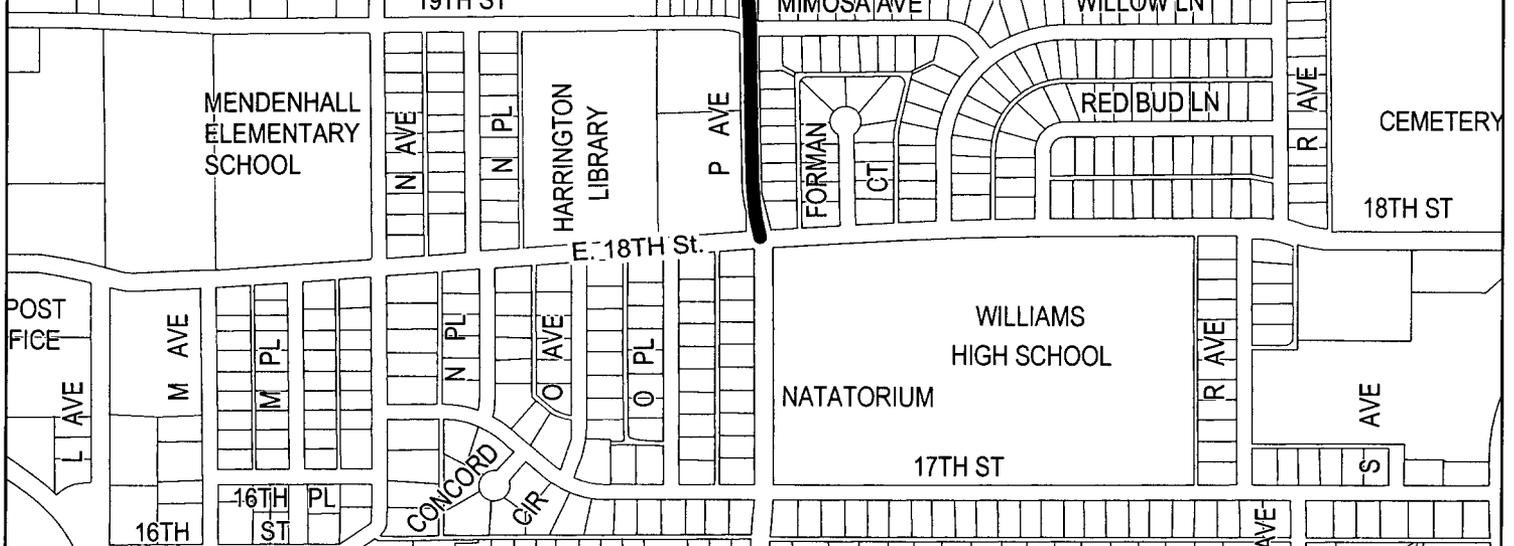
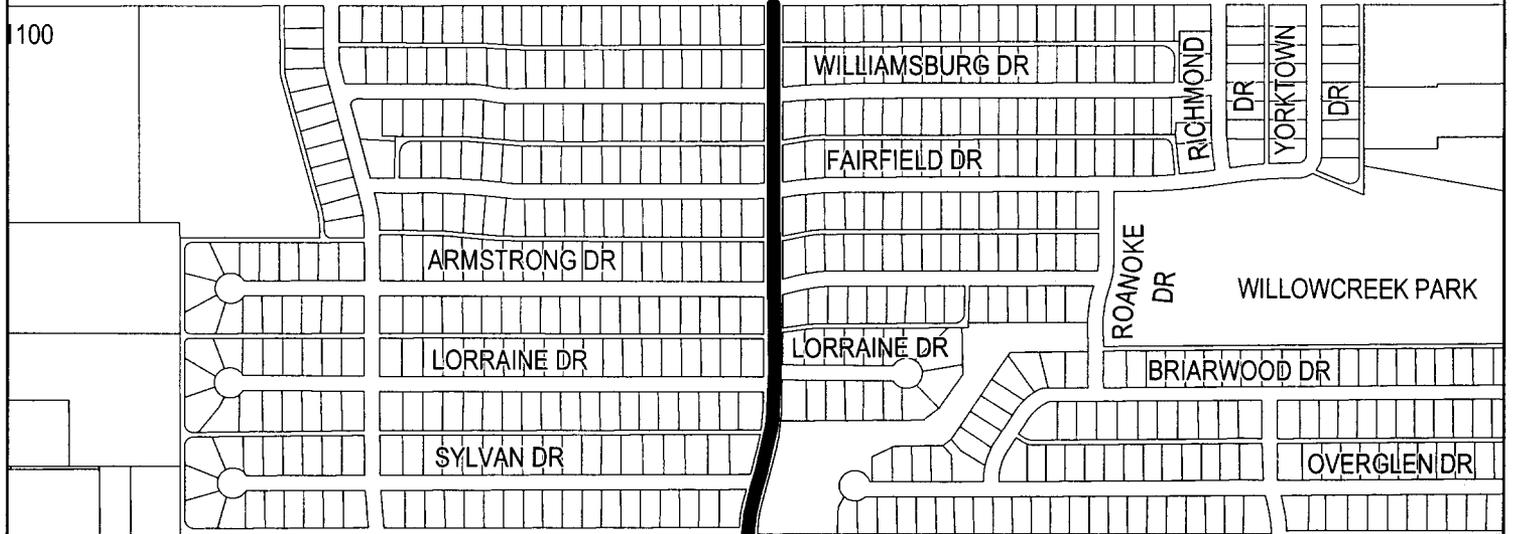
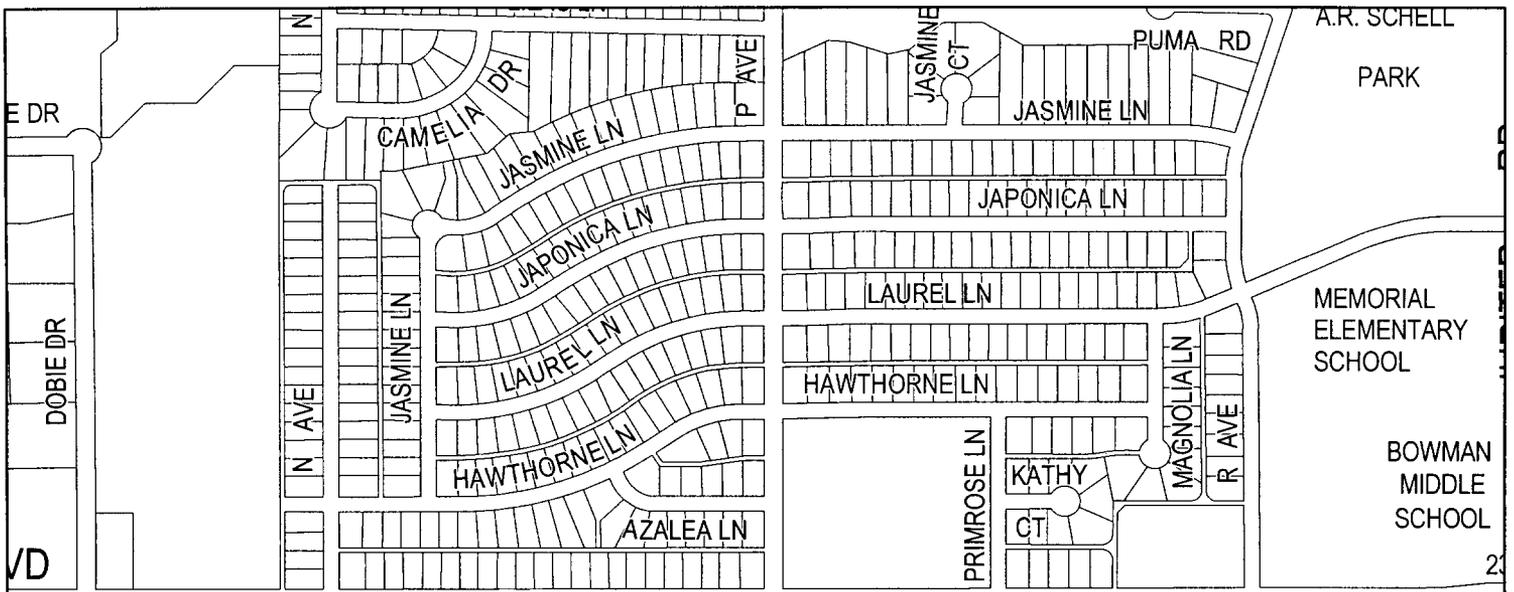
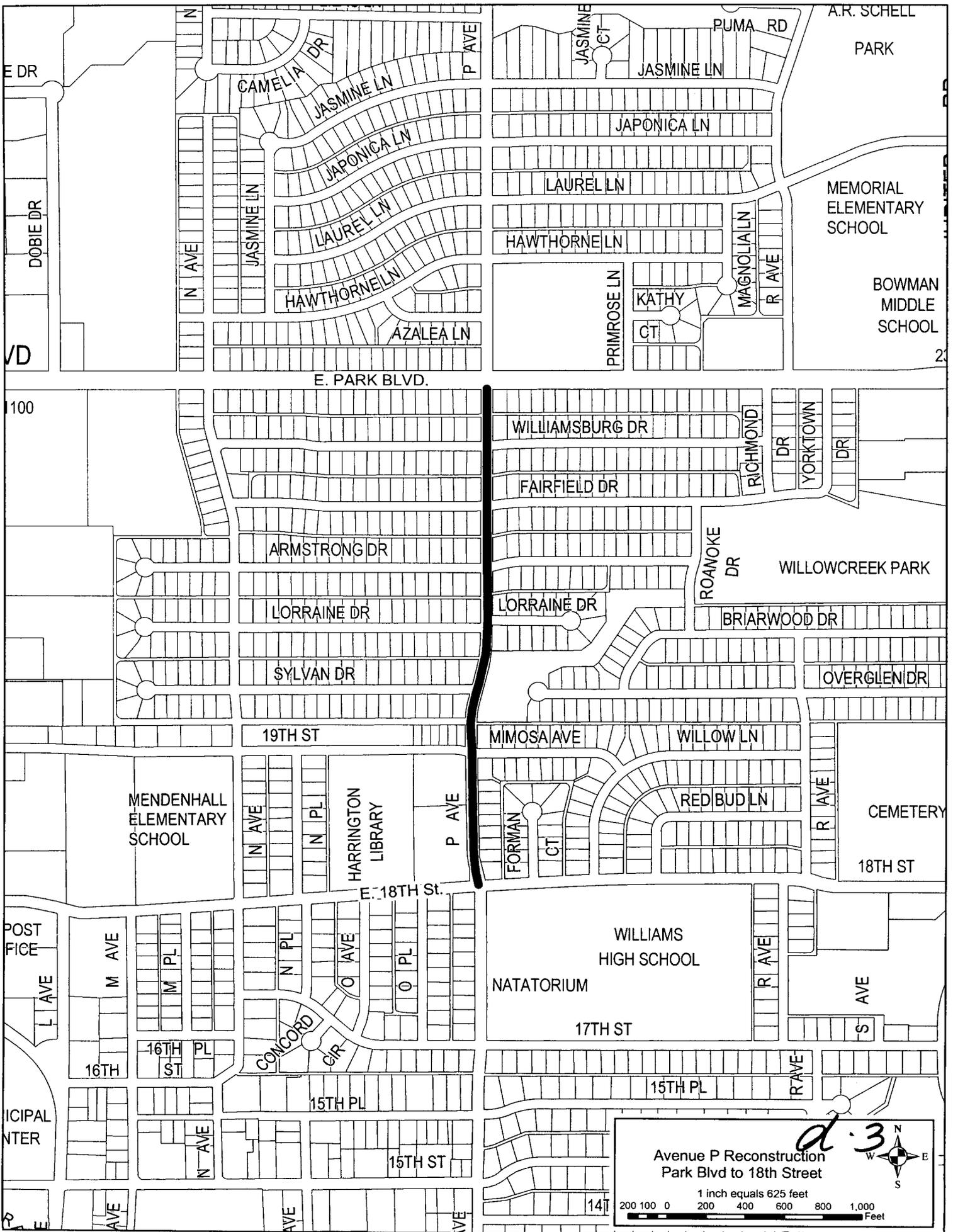
CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	01/09/06	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> 12/30/05	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i> 12/30/05	
Agenda Coordinator (include phone #):		Irene Pegues (7198) <i>[Signature]</i>	Project Nos. 5511 and 5630	
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 for Bid No. 2006-51B for Avenue P - Park Boulevard to 18 th Street and Ridgetop Lane to TriCon Services, Inc. in the amount of \$2,149,820.00.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	128,521	2,856,479	0	2,985,000
Encumbered/Expended Amount	-128,521	-33,479	0	-162,000
This Item	0	-2,149,820	0	-2,149,820
BALANCE	0	673,180	0	673,180
FUND(s): STREET IMPROVEMENT CIP, WATER CIP AND SEWER CIP				
COMMENTS: Funds are included in the 2005-06 Street Improvement CIP, Water CIP and Sewer CIP. This item, in the amount of \$2,149,820, will leave a current year balance of \$673,180 for the P Avenue – Park to 18 th and the Ridgetop Lane projects.				
STRATEGIC PLAN GOAL: Street construction relates to the City's Goal of Safe, Efficient Travel.				
SUMMARY OF ITEM				
Staff recommends bid of TriCon Services, Inc., in the amount of \$2,149,820.00, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.				
The second vendor being recommended is Site Concrete in the amount of \$2,296,155.00.				
Engineers' estimate was \$2,375,453.00.				
The project consists of reconstruction of paving, sidewalks, street markings, water, sanitary sewer, and additional drainage in Avenue P - Park Boulevard to 18 th Street. Also included is the construction of the north half of Ridgetop Lane east of San Gabriel Drive.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Bid Summary		N/A		
Location Maps				

d-1

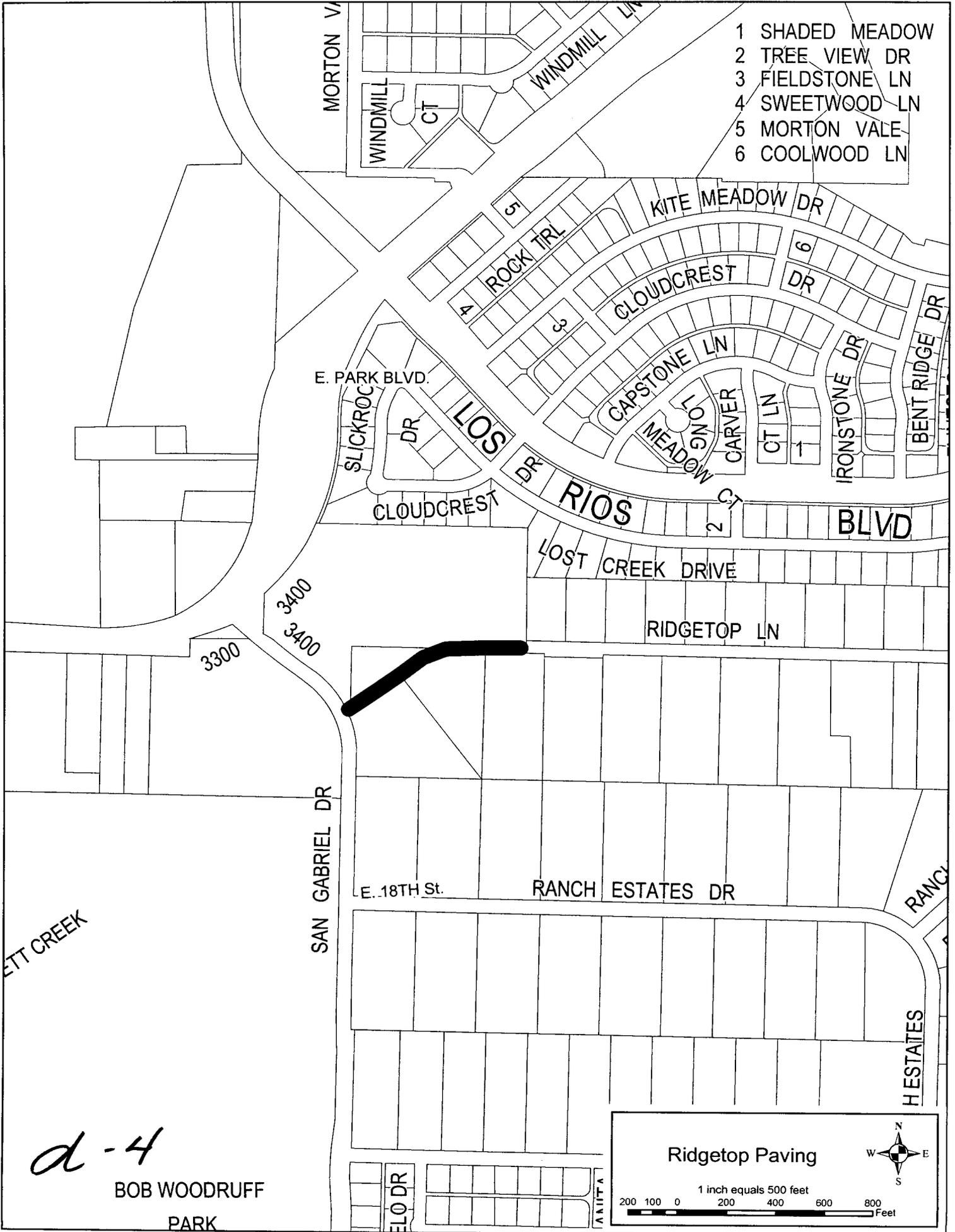
Bid Summary
Avenue P – Park Blvd to 18TH Street
Ridgetop Lane
CIP PROJECT NO. 5511 & 5630
BID No. 2006-51B

<u>Bidder's Name</u>	<u>Bid Amount</u>
TriCon Services, Inc.	2,149,820.00
Site Concrete	2,296,155.00
Barson Utilities	2,331,665.50
Tiseo Paving Co.	2,494,465.00
Camino Construction	2,624,002.15
McMahon Construction	2,704,542.13
P & E Contractors	2,736,933.75
Jim Bowman Construction	2,906,212.95

d-2



- 1 SHADED MEADOW
- 2 TREE VIEW DR
- 3 FIELDSTONE LN
- 4 SWEETWOOD LN
- 5 MORTON VALE
- 6 COOLWOOD LN



d-4
 BOB WOODRUFF
 PARK

Ridgetop Paving

1 inch equals 500 feet

200 100 0 200 400 600 800 Feet



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 1/9/06		Reviewed by Legal <i>JK</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Equipment Services		Initials	Date	
Department Head	Karl Henry	Jim Foster	Executive Director		
Dept Signature:	<i>J. S. Foster</i>		City Manager	<i>JK</i> 12/29/05	
Agenda Coordinator (include phone #): Linda M. Robinson x4180					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PURCHASE OFF EXISTING CONTRACT					
CAPTION					
Purchase from Existing contract/Agreement to authorize the purchase of twenty-one (21) Crown Victoria Police Interceptors and one (1) Unmarked Patrol Car in the total amount of \$474,640.50 from Philpott Ford Motors, through Tarrant County Joint Venture/Purchasing Cooperative Purchase Program and authorizing the City Manager or his designee to execute all necessary documents. (2001-125)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR: 05/06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS	
Budget	0	486,200	0	486,200	
Encumbered/Expended Amount	0	0	0	0	
This Item	0	-474,641	0	-474,641	
BALANCE	0	11,559	0	11,559	
FUND(S): EQUIPMENT REPLACEMENT FUND					
COMMENTS: Funds are included in the FY 2005-06 approved budget for the replacement purchase of (22) Crown Victoria's. The balance of funds will be used for other rolling stock purchases.					
STRATEGIC PLAN GOAL: Police Vehicle replacement relates to the City's Goal of "Service Excellence".					
SUMMARY OF ITEM					
Equipment Services recommends the purchase of twenty-one (21) Crown Victoria Interceptors (Black & White) Vehicles and one (1) Unmarked Vehicle for \$18,907.00 each plus option costs for scheduled replacements to be determined per fiscal year 05/06. Total amount budgeted is \$486,200.00. Account-01-532-8421; Supplement-00071001. The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 271, Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (2001-125)					
Total cost of 22 units with options included is \$474,640.50					
List of Supporting Documents: Cover; Memo, Quote Sheet, Requisition		Other Departments, Boards, Commissions or Agencies			



MEMORANDUM

Date: December 27, 2005

To: Mike Ryan, Chief Procurement Officer
January Cook, Senior Buyer

From: Reid Choate, Technical Coordinator

Subject: Request to purchase twenty-one (21) Crown Victoria Police Interceptors (Black/White Units) and one (1) Unmarked Patrol Car through Tarrant County Joint Venture Cooperative Purchase per Bid No. #2001-125, contract awarded to Philpott Ford Motors.

	<u>21-Black/White Units</u>	<u>1-Unmarked Unit</u>
Base Price each:	\$ 18,907.00 x 21 = \$397,047.00	\$ 18,907.00
Published Options:	\$ 2,074.00 x 21 = \$ 43,554.00	\$ 1,251.00
Unpublished Options:	\$ 602.25 x 21 = \$ 12,647.25	\$ 772.25
Delivery Charges:	\$ 21.00 x 21 = \$ 441.00	\$ 21.00
Total Price Per Unit:	\$ 21,604.25 x 21 = \$453,689.25	\$ 20,951.25 = \$474,640.50

NOTE: TOTAL BUDGET AMOUNT FOR 22 UNITS = \$486,200.00
Units are scheduled replacements and TBD for the fiscal year 05/06 ERF.
Account #01/532/8421 Supplement #00071001.

Please reference CRO NO. 359161.

Feel free to call me if you have any questions at extension 4182.

Cc: Jimmy Foster
Karl Henry
Marty Childers
Greg Rushin
Steve Nagy
Glen Brashear
January Cook
Diane Palmer
Stephen Teiper

e-2

CITY OF PLANO

12/27/05

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P.O. Number 359161 OC
 Cost Center 071

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

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

Ordered 12/27/05 Freight
 Requested 12/27/05 Order Taken By
 Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
CROWN VIC POLICE INTERCEPTORS INVOICE TO FOLLOW TARRANT COUNTY JOINT VENTURE COOPERATIVE PURCHASE PER BID #2001-125. AWARDED TO PHILPOTT MOTORS INC. REQUEST TO PURCHASE TWENTY-ONE (21) CROWN VICTORIA POLICE INTERCEPTORS (BLACK & WHITE UNITS) AND ONE (1) UNMARKED PATROL CAR. NOTE: TOTAL BUDGET AMOUNT FOR TWNETY-TWO (22) UNITS = \$486,200.00. UNITS ARE SCHEDULED REPLACEMENTS AND TBD FOR THE FISCAL YEAR 05/06 ERF. ACCOUNT 01-532-8421. SUPPLEMENT NO. 00071001. CRO REQUESTED BY REID CHOATE.	21	EA	18,907.0000	397,047.00	12/27/05
PUBLISHED OPTIONS INVOICE TO FOLLOW	21	EA	2,074.0000	43,554.00	12/27/05
UNPUBLISHED OPTIONS INVOICE TO FOLLOW	21	EA	602.2500	12,647.25	12/27/05
DELIVERY CHARGES INVOICE TO FOLLOW	21	EA	21.0000	441.00	12/27/05
UNMARKED UNIT INVOICE TO FOLLOW	1	EA	18,907.0000	18,907.00	12/27/05

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CITY OF PLANO

12/27/05

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P.O. Number 359161 OC
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
PUBLISHED OPTIONS INVOICE TO FOLLOW	1	EA	1,251.0000	1,251.00	12/27/05
UNPUBLISHED OPTIONS INVOICE TO FOLLOW	1	EA	772.2500	772.25	12/27/05
DELIVERY CHARGES INVOICE TO FOLLOW	1	EA	21.0000	21.00	12/27/05

Total Order

TermNet 30 Days

474,640.50

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Linda Robinson

From: Mike Ryan
Sent: Tuesday, December 27, 2005 9:36 AM
To: Linda Robinson; Eric Ellwanger
Cc: Reid Choate
Subject: RE: 21-Black & White Vehicles and 1-Unmarked Vehicle

Approved from a Purchasing standpoint.

From: Linda Robinson
Sent: Tuesday, December 27, 2005 8:30 AM
To: Eric Ellwanger
Cc: Mike Ryan; Reid Choate; Linda Robinson
Subject: FW: 21-Black & White Vehicles and 1-Unmarked Vehicle

Hope you had a blessed holiday. Please review and approve today so I may submit prior to Friday, Dec. 30, since I will be out of office that day.

Thank you for your timely response.

Linda M. Robinson

Senior Admin. Assistant

Fleet & Equipment Services Division

(972) 769-4180 | (972) 769-4259 Fax

lindaro@plano.gov

From: Linda Robinson
Sent: Thursday, December 22, 2005 10:38 AM
To: January Cook; Eric Ellwanger
Cc: Reid Choate; Linda Robinson
Subject: RE: 21-Black & White Vehicles and 1-Unmarked Vehicle

Thanks for catching that. Was thinking of the year at the time of typing. Corrected documents attached.

You have a safe and blessed holiday as well.

Linda M. Robinson

Senior Admin. Assistant

Fleet & Equipment Services Division

(972) 769-4180 | (972) 769-4259 Fax

lindaro@plano.gov

From: January Cook
Sent: Thursday, December 22, 2005 10:32 AM
To: Linda Robinson
Cc: Reid Choate; Mike Ryan
Subject: RE: 21-Black & White Vehicles and 1-Unmarked Vehicle

e-5

12/27/2005

Linda,

The Tarrant County Contract No. is 2001-125, not 2005-125. Please correct on the Agenda Item. Also, Diane and are both out next week, so please route through Mike Ryan for approval once you have the financial summary added and copy me for the file.

Thank you and Happy Holidays!

*Mike, contract/pricing has been verified.

January M. Cook, CPPB
Senior Buyer/Purchasing Div.
Voice: (972) 941-7376
Fax: (972) 461-6879
januaryc@plano.gov

From: Linda Robinson
Sent: Thursday, December 22, 2005 9:02 AM
To: Eric Ellwanger
Cc: January Cook; Karl Henry; Reid Choate; Marty Childers; Linda Robinson
Subject: 21-Black & White Vehicles and 1-Unmarked Vehicle

Eric – Please review so I may forward and receive approval from January prior to her absence next week.

January - Karl will be out of the office until January 5, 2005. Other than Mr. Foster signing the agenda prior to submittal of December 30, can Reid sign in his place? Please let me know.

Di is out of office, I will have her retrieve CRO upon her return and forward # to the both of you.

Thank-you,

Linda M. Robinson
Senior Admin. Assistant
Fleet & Equipment Services Division
(972) 769-4180 | (972) 769-4259 Fax
[*lindaro@plano.gov*](mailto:lindaro@plano.gov)

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12/27/2005

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT
POLICE VEHICLES
TARRANT COUNTY STATEWIDE CONTRACT RFB #2001-125

End User: City of Plano ph# 972 769 4182 Philpott Rep: EMMETTE CONE
 Contact: reid choate fax 972 461 9349 Date: 15-Dec-05
 Product Description: Police interceptor

A. Bid Series: "A" A. Base Price: **\$ 18,907.00** ✓

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
58f	am/fm stereo radio		* 76a	black bumpers	
	tilt wheel/rear defroster			city of Plano special paint SP5200	✓ \$ 635.00
	720A pkg series/P71 model			black & white color scheme	
	cloth front bucket seats, cloth rear	✓ \$ (76.00)		"A" M6640A "B" M6373L	
	charcoal interior HN		948	rear windows inoperative	
157	inoperative rear door locks & handles		96a	front door body side mouldings installed	
177	silicone hoses w/aircraft hose clamps	✓ \$ 248.00			
21a	power drivers seat	✓ \$ 313.00		hood, doors, roof, front grill panel white	
478	interior ctsy lamps inoperative			fbumpers, front fenders, rear quarter	
552	anti lock braking system	✓ \$ 516.00		panels rear deck lid, rear bumper black	
51a	driver side spotlight black	✓ \$ 151.00			
53m	noise suppression/bonding straps	✓ \$ 60.00	5036	go rhino front push bumper	✓ \$ 188.00
61h	decklid release/door ign powered	✓ \$ 39.00			

Total of B. Published Options: **\$ 2,074.00** ✓

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

Options	Bid Price	Options	Bid Price
spec change from 720a series to 730a series	✓ \$ 388.00	175 horn & siren pkg	✓ \$ 56.00
3:55 limited slip rear axle		66f front power distribution box	✓ \$ 95.00
TARRANT COUNTY JOINT		underhood light	✓ \$ 45.00
VENTURE STATEWIDE CONTRACT			
CO-OP PURCHASE OF POLICE		FACTORY ORDER UNITS DELIVERY	
VEHICLES RFB NO. 2001-125		APPX 120-180 DAYS ARO	
		\$265 by 22= \$12.05	\$ 12.05
4 extra keys 2 \$1.55 ea	✓ \$ 6.20	1 set CD Rom manualsservice/shop, electrical, wiring, powertrain control/emission diagnosis	

Total of C. Unpublished Options: **\$ 602.25** ✓

- D. Contract Price Adjustment: _____
- E. Delivery Charges: _____ miles @ \$.93/mile **\$ 21.00** ✓
- F. Total of A + B + C + D + E = F **\$ 21,604.25** ✓
- G. Quantity Ordered 21 x F = **\$ 453,689.25** ✓
- H. _____
- I. Non-Equip Charges & Credits _____

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CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT
POLICE VEHICLES
TARRANT COUNTY STATEWIDE CONTRACT RFB #2001-125

End User: City of Plano ph# 972 769 4182

Philpott Rep: EMMETTE CONE

Contact: reid choate fax 972 461 9349

Date: 15-Dec-05

Product Description: Police interceptor

A. Bid Series: "A"

A. Base Price: \$ 18,907.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
58f	am/fm stereo radio			Dk blue Pearl exterior clearcoat	
	tilt wheel/rear defroster			metallic DX	
	720A pkg series/P71 model			street appearance package/group	
	cloth front bucket seats, cloth rear	\$ (76.00)			
	charcoal interior HN		948	rear windows inoperative	
157	inoperative rear door locks & handles		96a	front door body side mouldings installed	
177	silicone hoses w/aircraft hose clamps	\$ 248.00			
21a	power drivers seat	\$ 313.00		hood, doors, roof, front grill panel white	
478	interior ctsy lamps inoperative			fbumpers, front fenders, rear quarter	
552	anti lock braking system	\$ 516.00		panels rear deck lid, rear bumper black	
51a	driver side spotlight black	\$ 151.00			
53m	noise suppression/bonding straps	\$ 60.00			
61h	decklid release/door ign powered	\$ 39.00			

Total of B. Published Options: \$ 1,251.00

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

\$= 3.8%

Options	Bid Price	Options	Bid Price
spec change from 720a series to 730A	\$ 388.00	175 horn & siren pkg	\$ 56.00
3:55 limited slip rear axle		66f front power distribution box	\$ 95.00
TARRANT COUNTY JOINT		underhood light	\$ 45.00
VENTURE STATEWIDE CONTRACT		spec change from 730A pkg to 770a pkg	\$ 170.00
CO-OP PURCHASE OF POLICE		FACTORY ORDER UNITS DELIVERY	
VEHICLES RFB NO. 2001-125		APPX 120-180 DAYS ARO	
		\$265 by 22= \$12.05	\$ 12.05
4 extra keys @ \$1.55 ea.	\$ 6.20	1 set CD Rom manuals/service/shop, electrical,	
		wiring, powertrain control/emission diagnosis	

Total of C. Unpublished Options: \$ 772.25

D. Contract Price Adjustment: _____

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

F. Total of A + B + C + D + E = F

G. Quantity Ordered 1 x F =

H. _____

I. Non-Equip Charges & Credits _____

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P21 - 2006 CRNVC POLICE INTERCEPTOR

RFB NO. 2001-126 JOINT VENTURE/COOPERATIVE PURCHASE OF POLICE PACKAGE VEHICLES

REFERENCE NUMBER 2-a
 PAGE: 18 OF 20
 DATE: 07/02/2002

REFERENCE NUMBER 1-d
 PAGE 4 OF 19
 DATE: 09/18/2001

ITEM NO.	DESCRIPTION	Phillip Ford Nederland, TX	BH Uder Ford Denton, TX	Heilman Ford Surfport, TX	Lee Jamon Ford Carrollton, TX	Lawrence Marshall Dealership Hempstead, TX	Northside Ford San Antonio, TX	Bob Tomes Ford McKinney, TX
1.	Ford Crown Victoria, per Specification "A" 2002 Police Interceptor, Body Code P71, Order Code 700A	18,907.00	19,307.00	19,200.00	19,281.50	18,885.00	19,020.00	19,077.00
2.	2002 Police Interceptor, Body Code P71, Order Code 710A	19,130.00	19,530.00	19,410.00	19,518.50	19,108.00	19,242.00	19,277.00
3.	2002 Police Interceptor, Body Code P71, Order Code 720A	19,092.00 ✓	19,502.00	19,490.00	19,578.50	19,170.00	19,305.00	19,377.00
4.	2002 Police Interceptor, Body Code P71, Order Code 730A	19,895.00	20,065.00	19,975.00	20,078.50	19,675.00	19,808.00	19,877.00
5.	2002 Police Interceptor, Body Code P71, Order Code 740A	19,917.00	20,317.00	20,200.00	20,301.50	19,895.00	20,029.00	20,077.00
6.	2002 Police Interceptor, Body Code P71, Order Code 750A	19,980.00	20,380.00	20,275.00	20,384.50	19,958.00	20,092.00	20,127.00
7.	2002 Police Interceptor, Body Code P71, Order Code 760A	22,980.00	23,098.00	No Bid	23,070.50	22,974.00	22,808.00	22,897.00
8.	2002 Police Interceptor, Body Code P71, Order Code 770A	24,607.00	25,257.00	No Bid	25,331.50	25,135.00	24,970.00	27,277.00
Options - Groups/Packages								
1.	Combat and Convenience Package Code 41A	643.00	680.00	655.00	654.00	577.00	707.00	687.00
2.	Police Prep Package (base) Code 65A	0.00	See Exceptions	0.00	0.00	288.00	1,598.00	290.00
3.	Police Prep Package (complete) Code 68P	1,544.00	1,050.00	1,550.00	1,544.00	1,803.00	1,588.00	1,600.00
4.	Radio Suppression Package Code 53M	80.00	50.00	80.00	80.00	82.00	88.00	82.00
5.	Street Appearance Package Code 67B	853.00 - 0	133.00	133.00	133.00	818.00	0.00	138.00
6.	Visibility Package Code 69W	608.00	989.00	858.00	858.00	1,171.00	878.00	877.00
7.	Wiring Prep Package Code 17D	518.00	See Exceptions	0.00	0.00	62.00	243.00	250.00
Available Options								
1.	Brakes, Anti-Lock System Code 52	515.00 ✓	520.00	518.00	515.00	524.00	539.00	527.00
2.	Decal Release Code 51H	39.00 ✓	52.00	52.00	52.00	54.00	50.00	52.00
3.	Floor Covering - Carpet Code 12B	86.00	86.00	86.00	86.00	88.00	86.00	89.00
4.	Heater, Engine Block Code 41H	2.00	22.00	22.00	22.00	23.00	25.00	23.00
5.	Hoses, Silicone with aircraft clamps Code 177	248.00	260.00	258.00	258.00	267.00	287.00	267.00

ppp

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RFB NO. 2001-125 JOINT VENTURE/COOPERATIVE PURCHASE OF POLICE PACKAGE VEHICLES

REFERENCE NUMBER 2
 PAGE: 5 OF 22
 DATE: 07/22/2003

REFERENCE NUMBER 2-B
 PAGE: 5 OF 20
 DATE: 07/02/2002

REFERENCE NUMBER 1-d
 PAGE 5 OF 19
 DATE: 09/18/2001

ITEM NO.	DESCRIPTION	Philipp Ford Nederland, TX	BR Ulter Ford Denton, TX	Hedman Ford Stafford, TX	Les Jarratt Ford Carrollton, TX	Laverne Macphail Dealership Hempstead, TX	Northside Ford San Antonio, TX	Bob Tomes Ford McKinney, TX
6.	Keyed Alts - Key Code 128X Code 432	34.00	34.00	34.00	34.00	35.00	34.00	35.00
7.	Keyed Alts - Key Code 129AX Code 435	30.00	34.00	34.00	34.00	35.00	30.00	35.00
8.	Keyed Alts - Key Code 0135X Code 438	34.00	34.00	34.00	34.00	35.00	30.00	35.00
9.	Keyed Alts - Key Code 1435X Code 437	30.00	34.00	34.00	34.00	35.00	30.00	35.00
10.	Keyed Alts - Key Code 0578X Code 438	20.00	34.00	34.00	34.00	35.00	30.00	35.00
11.	Keyed Alts - Key Code 0151X Code 439	20.00	34.00	34.00	34.00	35.00	30.00	35.00
12.	Lamp, Courtesy inside Code 478	0.00	13.00	13.00	13.00	13.00	15.00	13.00
13.	Lamp, Demolition delete Code 581	113.00	0.00	0.00	0.00	0.00	1.00	0.00
14.	Lamp, Driver's Side Spot Code 57A	161.00	147.00	140.00	140.00	161.00	160.00	165.00
15.	Lamp, Dual Spot Code 61Y	192.00	295.00	292.00	292.00	302.00	327.00	330.00
16.	License Plate Bracket, Front Code 163	16.00	0.00	0.00	0.00	0.00	0.00	0.00
17.	Limited Slip Differential Code 45C	90.00	83.00	82.00	82.00	85.00	93.00	85.00
18.	Modoga, Code-Keyed, (multi deleted, rear only) Code 90D	335.00	27.00	28.00	28.00	0.00	25.00	25.00
19.	Podia, Power Adjustable Code 59C	88.00	104.00	110.00	103.00	107.00	117.00	105.00
20.	Radio, 2-Way Pro-Mem Code 94E	20.00	30.00	30.00	30.00	40.00	44.00	40.00
21.	Radio Delete Code 68B	1153.00	69.00	68.00	68.00	68.00	75.00	60.00
22.	Rear Door Locks/Handles Inoperable Code 167	0.00	19.00	17.00	17.00	18.00	19.00	18.00
23.	Roof Wiring, Hole In Center of Roof Code 187	229.00	130.00	128.00	129.00	134.00	147.00	137.00
24.	Seals							
	a. Cloth Buckets/Cloth Rear Code H	76.00	68.00	68.00	68.00	68.00	80.00	80.00
	b. Cloth Split Bench/Cloth Rear Code P	77.00	77.00	77.00	77.00	80.00	80.00	80.00
	c. Power Driver's Seat Code 21A	313.00	310.00	310.00	310.00	321.00	348.00	325.00
25.	Speed Control Code 825	192.00	185.00	185.00	185.00	191.00	211.00	207.00
26.	Trunk Organizer Code 13C	113.00	134.00	133.00	133.00	138.00	161.00	145.00
27.	Two-Tone #1 Code 852	385.00	393.00	397.00	397.00	401.00	480.00	417.00
28.	Two-Tone #2 Code 853	360.00	390.00	397.00	397.00	401.00	436.00	417.00
29.	Two-Tone #3 Code 855	337.00	390.00	397.00	397.00	401.00	436.00	417.00
30.	Wheelcovers, Full Code 842	26.00	26.00	26.00	26.00	27.00	28.00	30.00
31.	Windows, Power Code 848	0.00	19.00	17.00	17.00	18.00	19.00	20.00
32.	Special Paint Option	635.00	350.00	No Bid	1,109.00	720.00	418.00	500.00

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PAGE: 6 OF 22
DATE: 07/22/2003

REFERENCE NUMBER 2-B
PAGE: 6 OF 20
DATE: 07/02/2002

REFERENCE NUMBER 1-d
PAGE 6 OF 19
DATE: 09/18/2001

RFB NO. 2001-125 JOINT VENTURE/COOPERATIVE PURCHASE OF POLICE PACKAGE VEHICLES

ITEM NO.	DESCRIPTION	Phillip Ford Naderland, TX	Bill Ular Ford Denton, TX	Heiman Ford Stafford, TX	Lee Janson Ford Carrollton, TX	Lawrence Marshall DealerShip Hempstead, TX	Horshide Ford San Antonio, TX	Bob Tomes Ford McKinney, TX
33.	Set of Shop and Service Manuals	95.00	140.00	150.00	160.00	175.00	190.00	65.00
	a. Shop Service Manual	39.00	70.00	150.00	No Bid	87.50	190.00	190.00
	b. Parts Manual	77.00	190.00	150.00	195.00	175.00	225.00	72.00
	c. Powertrain Controls/Emissions Diagnostics	31.00	60.00	60.00	170.00	175.00	65.00	600.00
	d. Electrical Troubleshooting Manual	150.00	190.00	199.00	1,020.00	297.50	215.00	1,500.00
34.	Set of Shop and Service Manuals on CD Rom	N/A	75.00/mo	N/A	No Bid	287.50	N/A	N/A
	a. Shop Service Manual	0.00	0.00	0.00	475.00	287.50	0.00	N/A
	b. Parts Manual	0.00	0.00	0.00	75.00	287.50	0.00	N/A
	c. Powertrain Controls/Emissions Diagnostics	177.00	195.00	495.00	275.00	335.00	201.00	227.00
	d. Electrical Troubleshooting Manual	158.00	220.00	No Bid	No Bid	335.00	217.00	297.00
35.	Push Front Bumper	188.00	195.00	No Bid	241.00	335.00	171.00	207.00
	a. Let's Lie (New Squad Shield)	133.00	175.00	No Bid	387.00	439.00	181.00	327.00
	b. Buddy Bumper	0.00	69.00	0.00	No Bid	336.00	58.00	107.00
	c. Go Rhino 5036	367.00	495.00	No Bid	No Bid	462.00	494.00	497.00
	d. Go Rhino 8036W	110.00	175.00	No Bid	No Bid	288.00	170.00	300.00
36.	Window Tint	1.59	0.00	5.00	3.00	75.00	5.00	3.00
38.	Alternator, 12 Volt, 175 amp	Ford	Ford	Ford	Ford	Ford	Ford	Ford
39.	Lead Levelers	Crown Victoria Police Interceptor	Crown Victoria Police Interceptor	Crown Victoria Police Interceptor				
40.	Additional Set of Keys	90 - 180 Days ARO	75 - 120 Days ARO	60 - 90 Days ARO	March/April 2002	60 - 120 Days ARO	60 - 90 Days ARO	90 Days ARO
	Brand	Ford	Ford	Ford	Ford	Ford	Ford	Ford
	Model	Crown Victoria Police Interceptor	Crown Victoria Police Interceptor	Crown Victoria Police Interceptor				
	Excellent/Possible Delivery	3yr/36,000 miles	3yr/36,000 miles	3yr/36,000 miles				
	Warranty	Yes	No	No	No	Yes - Yr 1 No - Yrs 2-4	No	No
	Renewal Option	17.90	0.00	138.27	91.78	118.37	228.27	39.83
	Average Delivery Cost							

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770A

**SPECIFICATIONS FOR
PURSUIT RATED POLICE SEDANS**

The following specifications cover the minimum requirements for twenty-one (21), new and unused, pursuit rated police black and white and one (1) unmarked sedans to be use by the City of Plano Police Department in the daily operation of providing public safety to the City of Plano. Any standard equipment, not listed below that is required to make a complete vehicle shall be supplied.

Certain brand names may be specified for the purpose of establishing standards and performance levels, but should not be deemed to preclude any vendor from bidding who can otherwise meet specifications.

The City of Plano reserves the right to make the final determination if a product is equivalent to the brand specified.

The awarded vendor shall supply an order confirmation with the Vehicle Identification Number assigned to the City of Plano from the manufacturer. The City of Plano Purchasing Department must receive the order confirmation no more than fifteen (15) calendar days after receipt of Purchase Order.

DESIGN:

Standard design, pursuit rated police 4-door sedans, capable of carrying out the duties as described above.

A. INTERIOR:

06-730A Ply series 771 body

- yes* 1. 4-door sedan capable of seating 5 people
- " 2. Heavy duty cloth front bucket seats. - *cloth rear*
- " 3. Power adjustable driver's seat. *21A*
- " 4. Fixed vinyl rear bench seat.
- " 5. Seat belts provided for all seating positions.
- " 6. Driver and front passenger air bag system.
- " 7. Power steering, rack-and-pinion, speed sensitive variable-assist with tilt wheel.
- " 8. Power windows with driver, one touch-down feature.
- " 9. Rear window inoperative from rear seat.
- " 10. Rear inside door locks and handles deactivated.
- " 11. Deck lid release on door and instrument panel. *61H*
- " 12. Rubber floor covering front and rear.
- " 13. Two speed windshield wiper with intermittent feature.
- " 14. Dual, heated power exterior mirrors.
- " 15. Factory installed air conditioner with heater/defroster.
- " 16. Rear window defroster.
- " 17. Tinted glass.
- " 18. AM/FM stereo radio with clock.
- " 19. Analog gauges in instrument cluster.
- " 20. 140 MPH calibrated and certified speedometer.

*No REID
Keys - ?
NO RHINO
FRONT BUSH
Bumper ?*

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730

B. ENGINE AND DRIVE TRAIN:

- y 1. Minimum 4.6 V8 gasoline engine, 250 hp.
- " 2. Integrated engine hour meter. *Engine Idle meter is standard*
- " 3. Four-speed automatic transmission with overdrive.
- " 4. Rear wheel drive system.
- " 5. 3.55 axle-ratio with limited slip. *730A*
- " 6. Heavy-duty engine cooling system.
- " 7. Silicone coolant hoses. *177*
- " 8. External oil coolers for engine oil and transmission fluid.
- " 9. Power anti-lock brake system with ABS control. *552*
- " 10. Stabilizer bars, front and rear.
- " 11. Heavy duty, pursuit rated suspension system.
- " 12. Minimum 18 gallon fuel tank.

A. TIRES AND WHEELS:

- " 1. P235/55R17 BSW speed-rated performance tires.
- " 2. 17x7.5-inch steel disc wheels.
- " 3. Bright center hubcaps.
- " 4. Full-size spare tire and wheel.

B. LIGHTING AND ELECTRICAL:

- " 1. 200-amp high output alternator.
- " 2. 750-CCA battery.
- " 3. Standard headlamps.
- " 4. Rear stop and tail lamps.
- " 5. Front and rear turn signal lamps.
- " 6. Front map lights.
- " 7. Overhead dome light.
- " 8. Trunk light.
- " 9. Courtesy light disable switch.
- " 10. 100-amp rear trunk power access point.
- " 11. Radio suppression system/*Banding Straps*
- " 12. ~~Chrome~~ spot lamp drivers side door post. - *Black 51A*
- " 13. Horn /Siren wiring prep package. *175*
- " 14. Front, power distribution module. *66F*
- " 15. Under hood lamp. - *Dealer option*

E. PAINT:

- 1. Exterior paint to be two tone, black and white to match existing police vehicles in the City of Plano fleet. (Un-marked Vehicle to be Dark Blue Pearl) all with Charcoal *-770A*
Black interior. *HN/cloth front. Rear DX*
- 2. Front grill panel, hood, all four doors and top to be white.
- 3. Front bumper, front fenders, rear quarter panels, rear deck lid and rear bumper to be black.

F. MISC.

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1. Front and rear license plate bracket.
2. Body side moldings installed. *96A*

G. MANUALS:

1. One complete set of repair and parts manuals shall be supplied. — *CD Rom*

DELIVERY REQUIREMENTS:

All delivery and make ready charges shall be included in the total price if the bid. The bidder shall state, in calendar days, time required to deliver the completed unit to the City of Plano, Equipment Services Department: *APPX 120-180 DAYS ARO*

REQUIRED INFORMATION:

Make: *2006 Ford*
 Model#: *P71 Police Interceptor*
 Base Warranty: *36 + 36 whichever occurs first*
 Engine Warranty: *36 + 36 " " "*
 Transmission Warranty: *36 + 36 " " "*

CONDITIONS:

The City wishes to be placed on the manufacturer's mailing list to receive all special bulletins and supplements pertaining to services, repairs, problems, etc. Please provide information on steps needed to accomplish this: *1-800-34-FLEET Toll free*

State location nearest to the City of Plano where warranty work will be performed: *any authorized Ford dealer can perform warranty and or service work*

The undersigned hereby certifies that he/she understands the specification, has read it carefully, and will deliver the unit furnished with all equipment described (unless otherwise noted) in this specification.

Bidder shall return one copy of this specification item filled out in full and signed.

FIRM SUBMITTING BID: *PHIL POTT, FORD*

AUTHORIZED REPRESENTATIVE: *Emmette Cone*

ADDRESS: *1400 US Hwy 69 South, Nederland, TX 77627*

TELEPHONE: *800 588 8991* DATE: *12-15-05*
817 429 2557

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable		
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget C.S. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable		
Council Meeting Date: 01/09/2006		Reviewed by Legal <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable		
Department: Police Department		Initials: <i>[Signature]</i> Date: 01-02-06		
Department Head: Gregory W. Rushin		Executive Director: <i>[Signature]</i> Date: 1/3/06		
Dept Signature: <i>[Signature]</i>		City Manager: <i>[Signature]</i>		
Agenda Coordinator (include phone #): Pam Haines, Ext 2526				
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				
CAPTION				
Purchase from Existing Contract/Agreement to authorize the purchase of Emergency Light Bar and Siren Units in the amount of \$51,350 from Emergency Vehicle Equipment Company through a Tarrant Purchasing contract, and authorizing the City Manager or his designee to execute all necessary documents. (Contract# 2005-139)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 05/06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	325,000	0	325,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-51,350	0	-51,350
BALANCE	0	273,650	0	273,650
FUND(s): EQUIPMENT REPLACEMENT FUND – POLICE ERF (902)				
COMMENTS: Funds are included in the 2005-06 adopted budget for replacement purchases of Police Department equipment, including light bars/sirens units. The balance of funds will be used for other Police Department equipment replacement purchases.				
STRATEGIC PLAN GOAL: Equipment replacement relates to the City's Goal of "Service Excellence".				
SUMMARY OF ITEM				
Staff recommends approval of expenditure for the purchase of lightbar and siren units from Emergency Vehicle Equipment Company in an amount not to exceed \$51,350. Emergency Vehicle Equipment Company Country is a Tarrant County contracted vendor for this item (Tarrant County Contract No. 2005-139). This award is through an Interlocal Agreement with Tarrant County, pursuant to Chapter 271, Section 271.102 of the Local Government Code.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

[Signature]
REV 08/98



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY			Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:		1-9-06	Reviewed by Legal <i>MS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Parks and Recreation/Plano Centre			Initials	Date
Department Head	Don Wendell <i>DW</i> for <i>DW</i>		Executive Director		
Dept Signature:			City Manager	<i>JW</i>	<i>1/23/06</i>
Agenda Coordinator (include phone #):			Linda Benoit 7255		
ACTION REQUESTED:			<input type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION	<input type="checkbox"/> CHANGE ORDER
			<input type="checkbox"/> APPROVAL OF BID	<input checked="" type="checkbox"/> AWARD OF CONTRACT	<input type="checkbox"/> AGREEMENT
			<input type="checkbox"/> OTHER		

CAPTION

Award/Rejection of RFP #2005-249-B for consulting services to Executive Solution Partners, L.L.P. in the amount of \$95,000.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 2006	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	100,000	0	100,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	95,000	0	95,000
BALANCE	0	5,000	0	5,000

FUND(S): **GENERAL FUND**

COMMENTS: FUNDS ARE INCLUDED IN THE FY 2005-06 BUDGET FOR CONSULTING SERVICES AT PLANO CENTRE.

STRATEGIC PLAN GOAL: THIS ITEM RELATES TO THE CITY'S GOAL OF "PREMIER CITY FOR FAMILIES."

SUMMARY OF ITEM

This item will provide consulting services by Executive Solutions Partners, L.L.P. to develop a strategic marketing plan and will include analyzing, evaluating and addressing the following issues related to Plano Centre: needed building enhancements and renovations, adjacent vacant land use including the feasibility of an equestrian show facility, building expansion, and update of the five year business plan.

List of Supporting Documents:
Consulting Services Agreement

Other Departments, Boards, Commissions or Agencies

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PLANO AND EXECUTIVE SOLUTION PARTNERS, L.L.P.**

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "City" and the **EXECUTIVE SOLUTION PARTNERS, L.L.P.**, a limited liability partnership, hereinafter referred to as "Consultant" to be effective from and after the date of execution by City.

WITNESSETH:

WHEREAS, City desires to engage the services of the Consultant to develop a comprehensive strategic plan and to update and revise the five year Plano Centre business plan to include analyzing, evaluating and addressing the following issues: needed building enhancements and renovations, adjacent vacant land use including the feasibility of a equestrian show facility, building expansion, marketing direction; and

WHEREAS, Consultant agrees to render its services to the City as provided herein;

NOW, THEREFORE, the City hereby engages the services of the Consultant, and in consideration of the mutual promises herein contained, the parties agree as follows:

**I.
TERM**

This Agreement shall commence on _____ and end on _____. However, this Agreement may be terminated by City without cause, upon ten (10) days written notice to Consultant.

Consultant recognizes that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Consultant 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 30th 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.

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II. SERVICES

Consultant shall provide all labor, supervision, materials and equipment necessary to provide the City with a comprehensive strategic plan to update and revise the five year business plan for the City's Plano Centre in accordance with the specifications attached hereto and incorporated herein for all purposes as **Exhibit "A"**.

III. USE OF AGENTS OR ASSISTANTS

Neither this Agreement nor any duties or obligations hereunder shall be assignable by the Consultant without the prior written consent of City. However, to the extent reasonably necessary for Consultant to perform its duties hereunder, Consultant may engage the services of any agents or assistants which it may deem proper, and it may further employ, engage, or retain the services of such other persons or corporations to aid or assist it in the proper performance of its duties. The cost of the services of such agents or assistants shall be borne by Consultant at its sole cost and expense.

IV. FACILITIES

Consultant shall be responsible for providing all necessary facilities, personnel, equipment, materials or other items necessary to perform the services required of it hereunder; provided, however, that City shall cooperate with Consultant by providing space it has available for meetings, conferences, presentations, etc.

V. FEE/OWNERSHIP OF DOCUMENTS

(a) In consideration for the services to be rendered under this Agreement, the Consultant shall be paid a fee as indicated in the Schedule of Fees attached hereto and incorporated herein as **Exhibit "A."** Consultant may invoice City upon completion and acceptance of services to be provided or may invoice City on a monthly basis. Such invoices shall be itemized to show services performed, expenses and corresponding charges. Consultant shall keep accurate records of its services and expenses incurred in the performance of this Agreement and shall make the same available to City for inspection and copying upon five (5) days notice thereof. These records shall be kept by Consultants for two (2) years following the expiration of this Agreement. No interest or other late payment charges shall ever be due.

(b) All documents and reports developed as a result of the services of this Agreement shall be the property of the City. Any use by Consultant of the information developed for publication or work with other clients must receive prior written permission from the City.

**VI.
MAXIMUM COMPENSATION UPON TERMINATION
BY CITY OR PROFESSIONAL**

In the event of termination by City without cause, the Consultant shall be compensated only for actual expenses and fees incurred by Consultant in providing those services acceptable to City which are within the scope of work under this Agreement to date of notice of termination. Expenses do not include overhead such as utilities, rent, insurance, etc., and shall not exceed the total amount due under this Agreement.

**VII.
INDEPENDENT CONTRACTOR**

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

**VIII.
INSURANCE**

Professional agrees to meet all insurance requirements, and to require all consultants who perform work for Consultant to meet all insurance requirements, as set forth in **Exhibit "A"**, which is attached hereto and thereby made a part of this Agreement.

**IX.
INDEMNIFICATION**

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

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In the event the City is a named party to a suit arising out of the subject matter of this Agreement, the City shall have reasonable input into the selection of defense counsel to be retained by Consultant in fulfilling its obligation hereunder to defend and indemnify City. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Consultant's obligation to defend City or as a waiver of Consultant's obligation to indemnify City pursuant to this Agreement. Consultant shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Consultant fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Consultant shall be liable for all costs incurred by City.

**X.
ENTIRE AGREEMENT**

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. The parties agree that this Agreement and its attachments constitute the entire understanding of the parties. In the event of conflict between the Agreement and Proposal, the Agreement shall control.

**XI.
SUCCESSORS AND ASSIGNS**

City and Consultant each bind themselves, their successors, executors, administrators and assigns to the other party to this Agreement. Neither City nor Consultant will assign, sublet, subcontract or transfer any interest in this Agreement without the written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of City. Subject to the provision regarding assignment, this Agreement shall be binding on he administrators, legal representatives, successors, and assigns of the respective parties.

**XII.
GOVERNING LAW/VENUE**

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas. The parties agree that it is performable in Collin and Denton County, Texas and that exclusive venue shall be in Collin County, Texas.

**XIII.
APPLICABLE LAW**

This Agreement is entered into subject to the charter and ordinances of City as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable federal and state laws. Consultant shall make any and all reports required in accordance with federal, state or local law, including but not limited to proper reporting to the Internal Revenue Service as required in accordance with Consultant's income.

**XIV.
SEVERABILITY**

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

**XV.
AFFIDAVIT OF NO PROHIBITED INTEREST**

Consultant acknowledges and represents it is aware of the laws, City Charter, and City Code of Conduct regarding prohibited interest and that the existence of a prohibited interest at any time will render the Agreement voidable. At the time of executing this Agreement, a representative of Consultant will execute the Affidavit of No Prohibited Interest, attached and incorporated herein as **Exhibit "A"**.

**XVI.
NONWAIVER**

It is further agreed that one (1) or more instances of forbearance by City in the exercise of its rights herein shall in no way constitute a waiver thereof.

**XVII.
PARAGRAPH HEADINGS**

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

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**XVIII.
CONTRACT INTERPRETATION**

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

EXECUTED on the dates indicated below.

**EXECUTIVE SOLUTION PARTNERS,
L.L.P.**

Date: _____

By _____
Name: _____
Title: _____

CITY OF PLANO, TEXAS

Date: _____

By: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY

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ACKNOWLEDGMENTS

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 2005 by _____, _____ of _____, on behalf of said company.

Notary Public, State of Texas

STATE OF TEXAS

§
§
§

COUNTY OF COLLIN

This instrument was acknowledged before me on the ____ day of _____, 2005 by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

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EXHIBIT "A"

RESPONSE TO
RFP FOR CONSULTANT
SERVICES TO UPDATE
AND
REVISE THE PLANO CENTRE
BUSINESS PLAN

Monday, August 29, 2005

RFP #: 2005-249-B

Executive Solution Partners, LLP

Executive Solution
 Partners, LLP

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RFP # 2005-249-B

August 29, 2005

Purchasing Manager
City of Plano Purchasing Division
1520 Avenue K, Suite 370 Third Floor
Plano, TX 75086

Dear Purchasing Manager,

The following is a letter of understanding and proposal based on our review of the Request for Proposal for the provision of consulting services for the "Plano Centre Business Plan."

Intent of Proposal Description & Response

We understand that the City of Plano is seeking a professional service firm to produce one complete document as a business plan for the Plano Centre that will be expected to progress through the next five years of operation and address the following issues:

- Needed building enhancements and renovations;
- Adjacent vacant land use including the feasibility of an Equestrian Show Facility;
- Building expansion; and
- Marketing direction.

Based on the requirements above we have determined a specific set of goals and the associated methodology that will meet the objectives sought by the City of Plano. (A comprehensive timeline is included that further explains the strategies)

- Strategic recommendations for expansion, enhancements and renovations of the current facility
 - Market Facility Inventory and Assessment
 - Market Research to include Customers, Staff, Stakeholders
 - Individual Interviews
 - Focus Groups
 - Mail Surveys, where appropriate
- Recommendations for the best use of the 40 acres adjacent to the Plano Centre.
 - Regional, State and Local Market Analysis leading to a financial analysis of the potential return on capital invested for each alternative and metrics that will enable the City of Plano to make a calculated decision.
 - Local Market Research
 - Individual one-on-one interviews with key stakeholders
 - Focus Groups

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- Detailed marketing strategies for the Plano Centre's direction for the next five years.
 - Review of current plan based on internal data determine operation successes and areas for improvement in reaching the current market more effectively
 - Market Research with key stakeholders, staff and customers
 - One-on-one
 - Focus Groups
 - Mail Surveys, where applicable
 - Determine "Best Practices" of comparable cities and facilities
 - Develop measurable Marketing Strategies that will be clear and actionable for the Marketing Team at the Plano Centre.
 - Recommendations for strategic growth opportunities in the near term and long- term future of the Plano Centre facility.
 - Identification of strategic growth requires industry knowledge and research. Our research and human capital will provide a look at business models in other competitive set cities and examine short and long-term prospects for assessing strategic opportunities and determining what and what is not feasible for the City of Plano to pursue.

Professional Fees

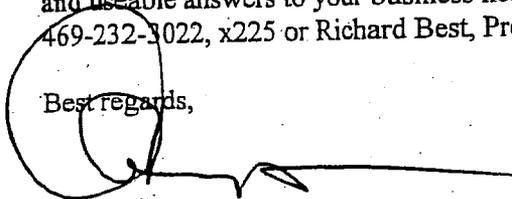
Task	Cost
Strategic Recommendations for the Physical Facility	\$30,000
Strategic Recommendations for the Adjacent Land	\$20,000
Comprehensive Plan of Marketing Strategies	\$45,000
Total	\$95,000

Intellectual Property

Executive Solution Partners, LLP agrees that its right to access and use confidential information or materials belonging to the City of Plano shall be limited to access and use necessary to perform job responsibilities. Executive Solution Partners, LLP agrees not to disclose any confidential information or materials to any person, firm, corporation, association, or other entity for any reason or purpose, either during or after engagement with the City of Plano, without express written permission from the City of Plano.

Executive Solution Partners, LLP looks forward to a long-standing working relationship with the City of Plano. We are excited about the project and we look forward to the challenge of providing you valuable and useable answers to your business needs. If you have any questions, please feel free to contact me at 469-232-3022, x225 or Richard Best, Project Coordinator at 469-232-3022, x222.

Best regards,



Chris Harsdorff
Managing Director

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Responsibilities/Tasks of Team Members

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Team Responsibilities/Tasks

Team Member	Responsibility
Richard Best, Executive Solution Partners	Project Manager, Focus Group Facilitator
Chris Harsdorff Executive Solution Partners	Focus Group Facilitator/Advisor
Elliott Stephenson, Ph.D. Executive Solution Partners	Focus Group Facilitator Backup
Karen Jordan Markham Marketing Destinations	Marketing Plan Development, Individual Stakeholder Interviews
Matt Wilson Strategy Solutions, Inc.	Strategy Analysis/Facility Assessment

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Project Members' Contact Information



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Company Name	Team Members	Contact Information
<p>Executive Solution Partners, LLP 11300 N. Central Expressway Suite 402 Dallas, TX 75243 www.executivesolutionpartners.com</p>	<p>Richard Best Consultant/Business Development Officer</p>	<p>469-232-3022, x222 Office 214-641-6286 Direct/Cell 469-232-3077 Fax rbest@executivesolutionpartners.com</p>
	<p>Chris Harsdorff Managing Director</p>	<p>469-232-3022, x225 Office 214-213-7705 Direct/Cell 469-232-3077 Fax chrisharsdorff@executivesolutionpartners.com</p>
	<p>Elliott Stephenson, Ph.D. Partner</p>	<p>469-232-3022, x300 Office 214-770-9260 Direct/Cell 469-232-3077 Fax elliottstephenson@executivesolutionpartners.com</p>
<p>Marketing Destinations, Inc. 4027 Winter Park Road Addison, Texas 75001 P.O. Box 29103 Dallas, Texas 75229</p>	<p>Karen Jordan-Markham President/CEO</p>	<p>972-934-3203 972-934-0677 – Fax kjordanmarkham@msn.com</p>
<p>Strategy Solutions, Inc. 701 Brazos, Suite 500 Austin, TX 78701 www.strategy-solutions.com</p>	<p>Matthew Wayne Partner</p>	<p>512.785.4931 512.334.6001 Fax mwayne@strategy-solutions.com</p>

Proposed Project Timeline

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Proposing Team Qualifications

EXECUTIVE SOLUTION PARTNERS, LLP

Executive Solution Partners (ESP) offer services to help executives and their teams improve their individual abilities and the health of their companies through enhanced individual effectiveness, increased team cohesiveness and greater organizational clarity.

ESP is a Texas Limited Liability Partnership and based in Dallas and San Antonio. We also have offices in Houston, southern California and San Francisco. The partners founded the firm in 2003 after having worked with one another previously in other firms and/or engagements. They decided to pool their talent and experience to help provide practical solutions for businesses. All the partners have advanced degrees, exceptional credentials and a wealth of hands-on experience. As our firm values diversity of thought, gender, ethnicity, and race, our partners and affiliate providers reflect that diversity and depth.

Through collaboration and complementary services, the partners are able to provide wide experience and desired results in the following areas:

- ◆ Change Management
- ◆ Communications
- ◆ Individual Development
- ◆ Leadership Team Development
- ◆ Organizational Development
- ◆ Outplacement
- ◆ Performance Evaluations
- ◆ Selection and Assessment
- ◆ Succession Planning
- ◆ Strategic Planning
- ◆ Talent Management/Human Capital Systems
- ◆ Team Leadership Development
- ◆ Transformational Change

Our services are practical, pertinent and prompt. We quickly assess your needs and then work with you to provide optimal, on-target solutions.

HOW WE WORK TOGETHER WITH OUR CLIENTS

Superimposed solutions don't work. Here's how we collaborate with clients to get the best results.

We listen.

We listen to learn the specifics of your business, your industry, your market, your tasks, your people and your challenges. Only then do we begin to frame the issues or questions.

We research. And we listen.

After key issues have been defined, we engage in mutually agreeable assessments and research. For a strategic change management client, this may mean an organizational survey or focus groups. For the senior executive development client, it may mean a 360° or a series of written assessments. Throughout the process, we listen.

We design. And we listen.

Based on the research, we collaborate with you on desired outcomes, scope of work and timelines.

We implement. And we listen.

During the implementation phase, we provide you with periodic progress reports, listening constantly for facts and issues that require change in design or scope.

We evaluate. And we listen.

The implementation phase concludes with a full debriefing of all participants. We gather evaluations, measure changes and provide third-party objectivity as to success and any need for refinement. We continue to listen.

Through listening, providing world-class expertise and collaboration, we provide your organization with the practical, pertinent and prompt solutions to best meet your needs.

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PHILOSOPHY SURROUNDING STRATEGIC PLANNING FACILITATION

Executive Solution Partners, LLP assists private and public sector entities engaged in civic and community renewal by strengthening their capacity for collaborative problem solving. Our assistance includes strategic planning, visioning, and neutral facilitation. We are passionately devoted to building community capacity from within.

We believe that to make a sustained and positive change requires ownership of by the entire 'community wheel.' The 'wheel' should be composed of all those formal and informal leaders who can either support or impede the change. It is critically important for success to identify and engage all these stakeholders. A part of our role is to aid the convening groups in completing their wheel.

An equally important role is the neutrality Executive Solution Partners' providers bring to the process.

We bring no 'agenda' or outcome bias to any undertaking. While well-versed in 'best practices,' we are experienced at facilitating any sound planning process or methodology. We do bring a well equipped toolkit of group process tools that foster trust, candidness, ownership, accountability, and results. We are set apart, whether working at the large group, small group or individual level, by our ability to create a common language, a common understanding, and a common agreement from parties with divergent views and opinions.

Our professional public sector facilitation experience ranges from informal neighbor groups to public boards to elected bodies. Our private sector experience is just as broad and deep. Our competencies surrounding the strategic planning facilitation process includes:

- Experience in strategic planning in the public and private sectors,
- The ability to gain consensus among divergent viewpoints, and
- Proven results in implementing complex plans

TEAM BIOS

Chris Harsdorff, Managing Director

Chris Harsdorff is a seasoned executive with a solid reputation for providing organizations with innovative management strategies, practical work force plans, and effective training and development opportunities that combine to bolster organizational performance while providing employees with a renewed sense of personal and professional balance. Chris, certified as an Advanced Facilitator through Interaction Associates, is an exceptional visionary and communicator who guides companies, groups and individuals through the entire organizational re-engineering process.

During the past decade he has provided neutral facilitation to lead a major metropolitan city council through their planning process, facilitated the change of purpose of a public facility management company, reorganized the strategic services group of a major medical center resulting in 7% overall increase in patient revenue, and coordinated and managed the expansion of a privately held firm into the ranks of the Inc 500.

Chris holds degrees from Texas Tech University in Chemical Engineering and The University of Texas School of Law.

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Richard Best, Project Manager/Consultant

Richard Best's passion over the last 25+ years could be described in one word: relationships. In every position he has held, from paramedic to Executive Director/CEO, relationships and service to his clients have been the keystones to the success he has experienced. Using integrity and his ability to walk-the-talk to develop trusting and solid relationships with clients, Richard has been able to grow businesses by increasing revenues and market share.

Richard has solid experience (13+ years) working with and for governmental agencies. These have included The State of Texas, City of Austin, numerous suburban cities around Dallas, and Montgomery County Hospital District. He has previous experience developing consensus with nonprofit boards of directors and with committees made up of physicians and other medical personnel stakeholders while at the State of Texas.

Richard holds a Master of Education in Kinesiology and a Bachelor of Science in Physical Education/Business.

W. Elliott Stephenson, Consultant

Elliott Stephenson has over twenty-five years of management and consulting experience in the areas of organizational development, coaching, training and professional facilitation.

In addition to his work developing strategic plans for corporate and nonprofit organizations, Elliott specializes in human resource management and the development of systems for performance and productivity improvement. He is nationally recognized as an expert in the design and delivery of training and professional development programs.

A Woodrow Wilson Fellow, Elliott has held senior management positions in several profit and nonprofit organizations including Urban League, Hall Mark Electronics, and S & R Chemicals. He has also served on the faculty or administrative staff of the University of Cincinnati, Morehouse College, and the University of Michigan - Ann Arbor.

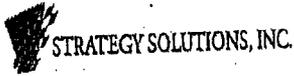
Elliott holds a Bachelor of Arts with Honors from the University of North Carolina at Chapel Hill, Master's degree from Ohio State University, and Ph.D. from the University of Michigan - Ann Arbor.

STRATEGIC PLANNING FACILITATION CLIENTS

Below is a partial list of the larger entities for which we have facilitated strategic planning over the past three of years:

- American Diabetes Association (Texas)
- Supermercados Internacionales H.E.B. S.A. de C.V.
- Our Lady of Perpetual Help School (Diocese of Dallas)
- Assistance Center of Collin County
- Theatre Operating Company
- City of Dallas, Council
- Overhead Door Corporation
- Girls, Inc.
- Metropolitan YMCA
- Dallas Area Rapid Transit (Board)
- Vickery Meadow Community Action Team
- Vickery Meadow Public Improvement District
- Bowne JFS
- LEE Marketing
- Park Place Dealerships Group

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Matthew Wayne, Principal, Strategy Solutions, Inc.

Matt brings over 12 years working locally, nationally and internationally by providing research-based business strategy, corporate marketing, and venture capital experience to SSI. Matt's clients at SSI have included Dell's Small and Medium Business Division, GSD&M, WVR Group (Austin Ventures portfolio company), MessageOne, Hoover's (acquired by Dun & Bradstreet), Convio, Progress Telecom, HighBeam Research (formerly Alacritude), AchieveGlobal, City of Austin Convention and Visitors Bureau, Crystal Decisions (acquired by Business Objects), numerous start-ups, small, and medium businesses. Matt's governmental and economic development client experience includes but is not limited to the City of San Antonio, Washington Convention Center Authority, SFX Entertainment, City of Hartford, City of Austin, Strategic Partnerships, Inc, Camden County Municipal Authority, City of Bristol, Major League Baseball, the National Basketball Association, National Hockey League, and the University of Connecticut.

His career has included experience as a Director of Development & Corporate Strategy with eight direct reports at Enform Technology, LLC based in Houston, Texas, an operating unit acquired by SunGard (NYSE: SDS) and as a Principal of Enform Ventures where he advised start-ups, emerging technology companies as well as spinout ventures of Fortune 500 companies and Global 2000 energy firms on financial, product, marketing, and sales strategy. Matt also formerly served as a Senior Strategy Consultant with KPMG, LLC. Matt's experience working with Regional Economic Development Authorities, State, City and County governments to the largest of the Fortune 500 firms like Dell and Compaq provides his clients with a wealth of public and private sector knowledge and experience. Matt has served as a member on the Economic Development Council Board for the Greater Austin Chamber of Commerce, and the Economic Development Board for the Downtown Austin Alliance and numerous economic initiatives for the City of Austin. Matt holds a BBA in accounting and marketing from the University of Texas at Austin.

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Strategy Solutions, Inc. Experience

Strategy Solutions, Inc. develops, tests and validates organizational and functional strategies through in-depth market research and analysis of external and internal environments. Our team has extensive experience in organizational assessment and strategic planning in both the private and public sector as well as experience in the area of tourism and travel research on an international, domestic, regional, state, city and county level. While several critical variables differ for public and private organizational assessments, the process of analyzing internal strengths and weaknesses, external opportunities and threats, and planning strategy and implementation is similar across industries. As such our team brings a unique "corporate" strategy planning approach to our work with public sector organizations. Specifically, we have successfully provided financial projections and financial benchmarking data for the convention, sports, and hospitality industry.

The following studies represent a sample of our depth and breadth of experience with engagements related to strategy development, travel, hospitality and tourism, and feasibility assessments for public assembly facilities including convention centers. In addition, our experience with competitive analyses and benchmarking studies is supported below. The following projects also demonstrate our experience with governmental and other public organizations.

Tourism Toronto (Toronto, Canada)

Comprehensive financial projections and feasibility study for a sports and entertainment complex.

NY/NJ Sports Authority Complex (Brooklyn, NY, USA)

Comprehensive financial projections for a proposed new sports complex.

City of Concord California (Concord, CA, USA)

Negotiated naming rights, provided a financial audit of operations and financial projections for the Chronicle Pavilion.

Albuquerque Convention Center (Albuquerque, NM, USA)

Conducted a market, financial and economic impact analysis of expansion of the Albuquerque Convention Center. The study also included a market analysis to assess the need for a convention center headquarters hotel.

Bloomington Economic Development Council (Bloomington, IN., USA)

Prepared a comprehensive economic development plan for the city of Bloomington that included recommendations of strategies for attracting foreign direct investment and international high-value added industries to the community. The study reviewed the strengths and weakness of the area in detail and estimated the potential positive and negative impacts of attracting various types of international businesses to the community.

State of Connecticut (Hartford, CT, USA)

Conducted market and financial analysis for a proposed new football stadium for the University of Connecticut. The analysis included comparisons of financial performance and pricing for box suites and club seats of stadiums in the Big East Conference as well as other NCAA Division I College institutions around the country. The study included assessing the market and the impact on tourism for the City of Hartford.

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City of Indianapolis, Economic Impact (Indianapolis, IN, USA)

We were retained by the city of Indianapolis to measure the economic impact of the NCAA Final Four Tournament on the local economy, including spending on lodging, meals, entertainment, and incidentals by visitors to the tournament. Our study identified the number of tourists to the area as a result of the tournament, travel distance and mode, length of stay, and total expenditure.

Lakeland Civic Center (Lakeland, FL, USA)

We participated in a study of the City of Lakeland to evaluate market support and financial operating performance for the arena component of the Lakeland Civic Center complex.

The Washington Convention Center Authority- Three Phases (Washington, DC, USA)

Provided support on a project for Washington Convention Center Authority (WCCA) to conduct an analysis of the Washington Convention Center to propose recommendations for improving the Center's operational efficiency until its relocation in 2003. We also assisted in conducting a comparative analysis and benchmarking study for the Washington Convention Center Authority (WCCA). And finally, worked on phase three to recommended two organizational and operational transition strategies pertaining to the phase-out of their existing Center and opening of a new Center.

Leadership Training Demand Study for a large corporate training company

Designed and implemented both an e-mail survey study and on-site focus groups throughout England to determine trends in corporate leadership development and training in order to make new product development recommendations.

Sales Strategy Research

We were retained by a company to interview several large multinational firms located in the U.K. for the purposes of identifying their sales strategies regarding customer segmentation, technology strategy, training requirements and organizational design.

Assessment of European Furniture Market (US Furniture Industry Association)

Contracted with a national association for the furniture market to analyze and evaluate the design trends, price points, sales forecasts and industry activities of the European furniture industry.

g-25

Karen Jordan-Markham
Marketing Destinations

Summary of Qualifications:

- Over 25 years experience in hospitality industry management, marketing and sales with recognized expertise in the convention and visitor bureau and hotel segments.
- Numerous leadership positions within industry associations and local non-profit organizations.

Professional Experience Highlights:

1998-present: Marketing Destinations, Inc., Dallas, TX, CEO. Marketing Destinations, Inc. assists corporations and organizations in research, development, marketing and strategic planning specializing in the hospitality industry. Clients include top-tier convention and visitor bureaus and major international corporations.

1996-1998: International Association of Convention and Visitor Bureaus (IACVB), Washington, DC, President and CEO. The IACVB represents over 1,000 professional members from over 470 bureaus in 29 countries by promoting sound professional practices in the solicitation and servicing of meetings and conventions.

1994-1996: Austin Convention and Visitor Bureau, Austin, TX, Executive Director. Oversaw a staff of 13 with an annual budget of \$3 million.

1990-1994: Loews Hotel Corp., Dallas, TX, Vice President of Sales. Responsibilities included directing the sales and marketing efforts for 14 domestic and international properties and 7 regional offices.

1980-1990: Dallas Convention and Visitor Bureau, Dallas, TX, Various executive positions in sales and marketing. Served as president from 1988-1990 responsible for a staff of 48 and an annual budget of \$5 million.

1974-1980: Dallas Hilton, Dallas, TX, Various positions leading to Asst. Director of Sales 1977-1980.

Professional Activities and Honors*:

American Society of Association Executives (ASAE)

Fellow Designation, 1993

Management Conference Advisory Committee

Affiliates Advisory Committee

Program Committee

Associations Advance Committee

Foundation Auction Committee

Five-Star Weekend Committee

Greater Austin Sports Commission

Board of Directors

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Executive Solution Partners, LLP.



International Association of Exposition Managers
Board of Directors, 1992-1994
Strategic Planning Committee
Chapter Relations Committee

Lifeworks
Board of Directors, 1998-present

National Tourism Organization
Board of Directors

Professional Convention Management Association (PCMA)
Executive Committee, 1996
Board of Directors, 1994-1996
Education Foundation Board of Directors, 1997-1999
Affiliates Advisory Committee

Texas Music Association
Board of Directors

Tourism Works for America Council

Dallas Business Journal
Named among the "Top 40 Movers and Shakers of the City of Dallas Under the Age of 40", 1990*

North Texas State University Hotel School
Outstanding Alumnus, 1991*

EXPERIENCE

San Antonio CVB

Strategic Planning Facilitation
Market Assessment and Analysis related to increase in Taxes for new Stadium to replace the Alamodome

International Association of Convention and Visitors Bureau

Re-positioned Organization to a more member driven organization
Changed the negative fiscal climate to a positive fiscal
Developed and implemented 4 year Strategic Plan
Implemented the first live interactive Membership Perception and assessment of the organization
Implementation of the goals, objectives and policies of the IACVB comprehensive plan
Development and implementation of performance management systems
Partnership Development (ICMA; WTO; Non-US CVB's; League of Cities; US Chamber of Commerce)

Tampa Convention and Visitors Bureau

Organizational Audit
Stakeholder Assessment and Perception Analysis

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Executive Solution Partners, LLP.

Austin Convention and Visitors Bureau

- Instituted and transitioned the CVB from a City Department to a 501 C3
- Stabilized the organization for the first time in 18 years
- Increased books by 25% per year
- Positioned the City as a technology convention city with a facility to compete
- Development and implementation of performance management systems
- Lead and coordinated the first actionable, measurable strategic plan with stakeholder involvement

Irving CVB

- Stakeholder Perception Analysis of ICVB
- Destination Perception Survey, Market Profile and Analysis for weekend business
- Stakeholder Survey and preliminary perceptions, feasibility plan and analysis for Convention Center and provided intermediate strategies for the gap prior to Convention Center building

Wyndham Jade

- Organizational Audit and Market Profiling - Group Travel/Reservations Department
- Business Development

New Media Gateway

- (Web based Data based system that fully integrates the CRM with collateral management and serves as the platform for all internal and external communications)
- Business Development
- New Market Assessment and Development
- Partnership Marketing

THOMAS Creative

- (Creative agency specializing in creative and branding implementation in all type of visual and live communications for associations, non-profits and corporations)
- Organizational Audit and Market Profiling
- Business Development
- Partnership Marketing
- Market Profile

Metreon, San Diego - Sony

- Tourism Development Plan
- Market Profile
- Snapshot Analysis
- Staff Development and Hiring

Dallas Convention and Visitors Bureau

- President, Vice President of Marketing
- Took the CVB from #5 to #2 in the country for convention bookings.
- Instituted the first Stockholders (Stakeholder's) meeting

Loews Hotels

- Corporate VP of Sales for 15 properties both domestic and International
- Increased overall corporation sales by 12-15% per year

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Executive Solution Partners, LLP.

Opened two hotels
Staff development and assessment
New market development

Corpus Christi CVB

Organizational audit
Stakeholder Survey and preliminary perceptions, feasibility plan and analysis for
Convention Center and provided intermediate strategies for the gap prior to Convention
Center building
Internal and External Stakeholder Survey

Eureka Springs CVB

CEO Search
Organizational Audit

Ft. Worth CVB

External and Internal Stakeholder Perception Analysis
Organizational Audit

Doral Tesoro Hotel and Golf Club

Partnership Development – TMS; Alliance; Perot Systems
Regional Golf Packaging with four other courses

City of Dallas Samuell Farms

Market Position Analysis

Resquest and SportsRooms

Business Development

Expo Magazine

Customer Perception Analysis

Confidential Projects:

CVB – Study to analyze Feasibility of Tax Increase
CVB – Study to determine feasibility of CVB going independent

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APPENDIX

**Affidavit of No Prohibited Interest
Insurance Requirement Affidavit
Supplemental Information
Vendor Acknowledgement Page**

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Affidavit of No Prohibited Interest

I, the undersigned declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that term is defined in Section 11.02 of the Plano City Charter and the City's Code of Conduct, Chapter 2, Article IV of the City's Code of Ordinances.

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.

Executive Search Partners LLP

Name of Contractor

By:

[Signature]
(Signature)

Chris Hansdorf
(Print Name)

Managing Director
(Title)

Date:

8/29/05

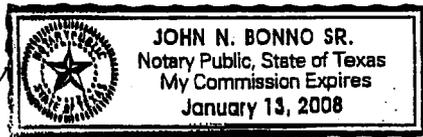
STATE OF _____

COUNTY OF _____

§
§
§
§
§

SUBSCRIBED AND SWORN TO before me this 29th day of August, 2004.

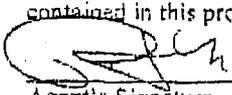
John N. Bonno, Sr.
Notary Public in and for the
State of _____



INSURANCE REQUIREMENT AFFIDAVIT (SUPPLEMENTAL INFORMATION)

(To be completed by appropriate Insurance Agent)

I, the undersigned agent, certify that the insurance requirements contained in this proposal document have been reviewed by me with the below identified vendor. If the below identified vendor is awarded this contract by the City of Plano, I will be able, within ten (10) working days after being notified of such potential award, to furnish a valid insurance certificate to the City meeting all of the requirements contained in this proposal.


Agent's Signature

Pat McCurley
Agent's Name Printed

Midlothian Ins. Agency
Name of Insurance Carrier

P.O. Box 390
Address of Agency

APPLIES ONLY TO
THE PROFESSIONAL LIABILITY

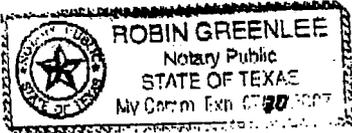
Midlothian, TX 76065
City, State, Zip

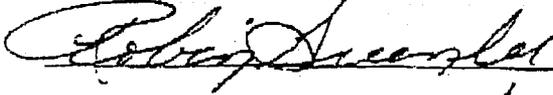
972-723-5120
Phone number where Agent may be contacted

EXECUTIVE SOLUTION PARTNERS, LP
Vendor's Name (please print or type)

SUBSCRIBED AND SWORN to before me by the above named Pat McCurley

on this the 29th day of August, 2005




Notary Public in and for the State of Texas

NOTE TO AGENT.

IF THIS TIME REQUIREMENT IS NOT MET, THE CITY HAS THE RIGHT TO DECLARE THIS VENDOR NON-RESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOWEST PROPOSER MEETING THE SPECIFICATIONS. IF YOU HAVE ANY QUESTIONS CONCERNING THESE REQUIREMENTS, PLEASE CONTACT THE CITY OF PLANO PURCHASING DIVISION AT 972 941-7557.

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SUPPLEMENTAL INFORMATION

Please provide the following information for contract development:

- | | | | | |
|------------------|----|--|---------|--------|
| Is the company a | 1. | Sole Proprietorship | ___ Yes | ✓ No |
| | 2. | General Partnership | ___ Yes | ✓ No |
| | 3. | Limited Partnership | ___ Yes | ✓ No |
| | 4. | Corporation | ___ Yes | ✓ No |
| | 5. | Other <u>LIMITED LIABILITY PARTNERSHIP</u> | ✓ Yes | ___ No |

If the company is a **sole proprietorship**, please list the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

 N/A

If the company is a **general partnership**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

 N/A

If the company is a **limited partnership**, please list the exact name of the limited partnership, whether it is a limited partnership formed under the laws of the State of Texas or another state, the business address for the limited partnership, including the state and county, and list the names of all the general partners for the partnership:

 N/A

In the case of a **limited partnership** (foreign or domestic), is it registered with the Secretary of State of the State of Texas and authorized to do business in this State?

___ Yes ___ No

In the case of a **limited partnership** (foreign or domestic), is its general partner(s) registered with the Secretary of State of the State of Texas and authorized to do business in this State? Yes No

If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

N/A

In the case of a **corporation** (foreign or domestic), is it registered with the Secretary of State of the State of Texas and authorized to do business in this State? Yes No

If the company is a **limited liability company**, please list the exact name of the limited liability company, whether it is a limited liability company formed under the laws of the State of Texas or another state, the business address for the limited liability company, including the state and county, and list the names of all the members/managers for the limited liability company:

N/A

In the case of a **limited liability company** (foreign or domestic), is it registered with the Secretary of State of the State of Texas and authorized to do business in this State? Yes No

In the case of a **limited liability company** (foreign or domestic), is its member(s)/manager(s) (if not an individual) registered with the Secretary of State of the State of Texas and authorized to do business in this State? Yes No

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If the company is **another entity** not listed above, please list the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf:

EXECUTIVE SOLUTION PARTNERS, LLP ; FORMED IN TEXAS
11300 N. CENTRAL EXPRESSWAY, SUITE 402, DALLAS, TX 75243, DALLAS COUNTY
CHRIS HARSORFF, MANAGING DIRECTOR ; DR. ELLIOTT STEPHENSON, PARTNER ;
DR. DAN HAMEL, PARTNER

In the case of **another entity** (foreign or domestic), is it registered with the Secretary of State of the State of Texas and authorized to do business in this State? Yes
 No

Please provide a list of names and capacity of all individuals who are authorized to execute contracts or documents on behalf of your organization:

CHRIS HARSORFF, MANAGING DIRECTOR

Is the company a minority, or woman-owned business enterprise?

No Yes If yes, specify: MBE WBE

Has the company been certified as a minority/woman-owned business by any governmental agency?

No Yes

If yes, specify the governmental agency: N/A

Date of certification: N/A

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Vendor Acknowledgement Page

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices submitted in this bid/proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions in the specifications of the Invitation for Bid/Proposal.

The following information must be filled out in its entirety for your bid/proposal to be considered:

Company Name: EXECUTIVE SOLUTION PARTNERS, LLP

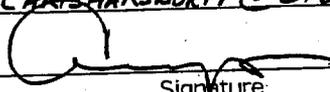
Address of Principal Place of Business: 11300 N. CENTRAL EXPRESSWAY, STE 402
DALLAS, TX 75243

Phone of Principal Place of Business: 469-232-3022

Fax of Principal Place of Business: 469-232-3077

Address, Phone/Fax Number of Majority
Owner Principal Place of Business: SAME

E-mail Address of Representative: CHRIS.HARSDORFF@EXECUTIVESOLUTIONPARTNERS.COM

Authorized Representative Name:  8/25/05
Signature Date

CHRIS HARSDORFF
Printed Name

Authorized Representative Title: MANAGING DIRECTOR

Date: 8/25/05

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	1/9/06		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Planning		Initials	Date	
Department Head	Phyllis M. Jarrell		Executive Director	12/30/05	
Dept Signature:	<i>P. Jarrell</i>		City Manager	<i>JAW</i> 1/3/06	
Agenda Coordinator (include phone #): L. Woodall 7156					

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

CAPTION

Request for increase in maximum allowable flagpole height from 50 feet to 65 feet at various Plano Independent School District campuses to accommodate concealed cellular antennas and equipment.

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

Per the attached letter, Plano Independent School District (PISD) is requesting to increase the maximum allowable flagpole height from 50 feet to 65 feet at various PISD campuses to allow for the installation of concealed cellular antennas and equipment. The Zoning Ordinance establishes a 50-foot maximum height for flagpoles. This height may be waived by City Council if it determines that the waiver is not detrimental to neighboring property. The Zoning Ordinance generally prohibits the placement of commercial antennas and antenna support structures in residential zoning districts; however, antennas concealed within a flagpole are permitted in residential zoning districts provided the flagpole is not on a lot platted or used for single-family or multifamily purposes.

Initially, PISD proposes installations at Carpenter Middle School, Hendrick Middle School, Mathews Elementary School, and Wells Elementary School. Approval of this request would permit PISD to construct similar facilities at all PISD properties.

List of Supporting Documents:
Applicant's Request Letter

Other Departments, Boards, Commissions or Agencies

Teamwork for Excellence

**P L A N O**
Independent School District**Plano Independent School District**
Business Services

December 20, 2005

City of Plano
1520 Avenue K
Plano, TX 75074

Ladies and Gentlemen:

RE: CELL TOWERS/FLAGPOLES

This letter is a request for the City of Plano to waive current flagpole height limits at sites proposed by the Plano Independent School District. Flagpoles will be used to conceal cell tower antenna systems. This is an effort by the Plano ISD to produce needed revenue while serving the citizens of Plano with needed technology and communication.

The Plano ISD realizes cell towers can be negative, unsightly structures in a community. However, the District's proposal will utilize Verizon's new technology that hides cell towers in flagpoles. The pole will not only be used for a patriotic symbol, but also to conceal the cell antenna visually. This stealth structure should accommodate the community with needed technology for both business and personal communication. Currently, the City of Plano limits flagpole heights to fifty (50) feet. The Plano ISD is requesting a flagpole height of sixty-five (65) feet, at designated campuses.

Due to locations of our schools, the Plano ISD offers needed geographical distribution that could serve all of Plano. At this time, however, PISD is requesting four school sites: Carpenter Middle School, Hendrick Middle School, Mathews Elementary School, and Wells Elementary School. This partnership should serve the Plano ISD and the City of Plano in a positive way.

Thank you in advance for consideration of the District's request.

Respectively,

THE PLANO INDEPENDENT SCHOOL DISTRICT

Richard K. Matkin, CPA
Associate Superintendent of Business Services

RM/dg

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	01/09/06		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date	
Department Head	Alan L. Upchurch		Executive Director	12/30/05	
Dept Signature:	<i>Alan Upchurch</i>		City Manager	12/30/05	
Agenda Coordinator (include phone #):			Irene Pegues (7198)	Project No. 5547	
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 REIMBURSEMENT OF OVERSIZE					
CAPTION					
Approving and authorizing reimbursement to Velasco Ridgeview L.P. for oversize participation for paving improvements in Ridgeview Drive associated with construction of the Ridgeview Villas, in the amount of \$42,794.44.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		1,160,239	763,761	600,000	2,524,000
Encumbered/Expended Amount		-1,160,239	-9,833	0	-1,170,072
This Item		0	-42,794	0	-42,794
BALANCE		0	711,134	600,000	1,311,134
FUND(S): STREET IMPROVEMENT CIP					
COMMENTS: Funds are included in the 2005-06 Street Improvement CIP. This item, in the amount of \$42,794, will leave a current year balance of \$711,134 for Oversize Reimbursements.					
STRATEGIC PLAN GOAL: Oversized participation relates to the City's Goal of Safe, Livable Neighborhoods.					
SUMMARY OF ITEM					
In accordance with the Subdivision Ordinance and a Subdivision Improvement Agreement, reimbursement to Velasco Ridgeview , L.P. is due for oversize paving improvements in Ridgeview Drive associated with construction of Ridgeview Villas. The construction was inspected and found to be in conformance with the executed Agreement.					
Staff recommends the City Council authorize payment for the oversize participation					
List of Supporting Documents: Memo dated 12/21/05 from Chief Engineer Letter dated 12/15/05 from City Engineer Exhibits A & C Location Map			Other Departments, Boards, Commissions or Agencies n/a		

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MEMORANDUM

Date: December 21, 2005
To: Melody Morgan, CIP Budget Coordinator
From: Charles Davis, Chief Engineer/Private Development 
Subject: Ridgeview Villas
Project No. 5547

We have now accepted the improvements subject addition. In accordance with our Subdivision Improvement Agreement dated March 21, 2005, reimbursement for oversize paving in Ridgeview Drive in the amount of \$42,794.44 is due to Velasco Ridgeview L.P. Total City participation in the project will be \$53,567.63 with the reimbursement as follows:

Velasco Ridgeview L.P.	\$42,794.44
Pro-rata Account (41-041-2105)	\$10,773.19
TOTAL CITY PARTICIPATION	<u>\$53,567.63</u>

CD/dd

xc: Alan Upchurch, City Engineer
Ricky Lindley, Mapping & Information Supervisor
Charles Davis, Chief Engineer/Private Development
Talakshi V. Gala, Senior Engineer

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CD

December 15, 2005

- t Evans*
Mayor
- n Lambert*
Mayor Pro Tem
- ott Johnson*
Deputy Mayor Pro Tem
- ep Stahel*
Place 1
- retta Ellerbe*
Place 3
- lly Magnuson*
Place 4
- rry LaRosiliere*
Place 5
- an Callison*
Place 7

Velasco Ridgeview, L.P.
5700 West Plano Parkway, Suite 4200
Plano, Texas 75093

Re: Ridgeview Villas - Project No. 5547

Gentlemen:

A final inspection of the water, sanitary sewer, paving, drainage and screening wall improvements, as shown on plans prepared by Kimley Horn & Associates, has been made by the City of Plano. These improvements were found to be satisfactory and in accordance with the City of Plano specifications.

Maintenance Bonds have been received from Rodman Company and Metroplex Screenwall. Therefore, the improvements noted above are accepted by the City of Plano subject to the one-year maintenance requirements.

Building Permits are released by this department subject to approval by the Building Inspection Department.

Sincerely,

Alan Upchurch, P.E.
City Engineer

Is

- xc: Building Inspection - Keith Schmidt, Anthony Han, Charles Hart, Mamie Free, Cliff Bormann
- Planning - Charles Alexander, Melody Spencer
- Engineering - Warren Laney, Irene Pegues
- Public Works - Dale Pettit
- Utility Operations - David Ratcliff
- Parks - Jim Fox
- Verizon
- Southwestern Bell (2 locations)
- Kimley Horn & Associates
- Rodman Company
- Metroplex Screenwall

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EXHIBIT "A"

PAVING - RIDGEVIEW DRIVE

DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
Subgrade Preparation	1,356	S.Y.	\$ 1.35	\$ 1,830.60
Lime (36 #/S.Y.)	24	TON	\$ 87.00	\$ 2,088.00
8" Reinf. Conc. Pavement - 5000 PSI	1,233	S.Y.	\$ 27.00	\$ 33,291.00
2" PVC Street Light Conduit	303	L.F.	\$ 9.00	\$ 2,727.00
Pull Box	6	EA.	\$ 375.00	\$ 2,250.00
Sawcut, Remove Pavement and Install Butt Joint	276	L.F.	\$ 16.00	\$ 4,416.00
Pavement Buttons	39	EA.	\$ 6.10	\$ 237.90
Landscape Maintenance Ramp (per City Detail)	1.5	EA.	\$ 340.00	\$ 510.00
Median Paving Stone (Per City Detail)	182	S.F.	\$ 17.50	\$ 3,185.00
				\$ 50,535.50

SUMMARY OF PROJECT COSTS

DESCRIPTION	TOTAL COST
Paving	\$ 50,535.50
6% Engineering Cost	\$ 3,032.13
GRAND TOTAL	\$ 53,567.63

i-4

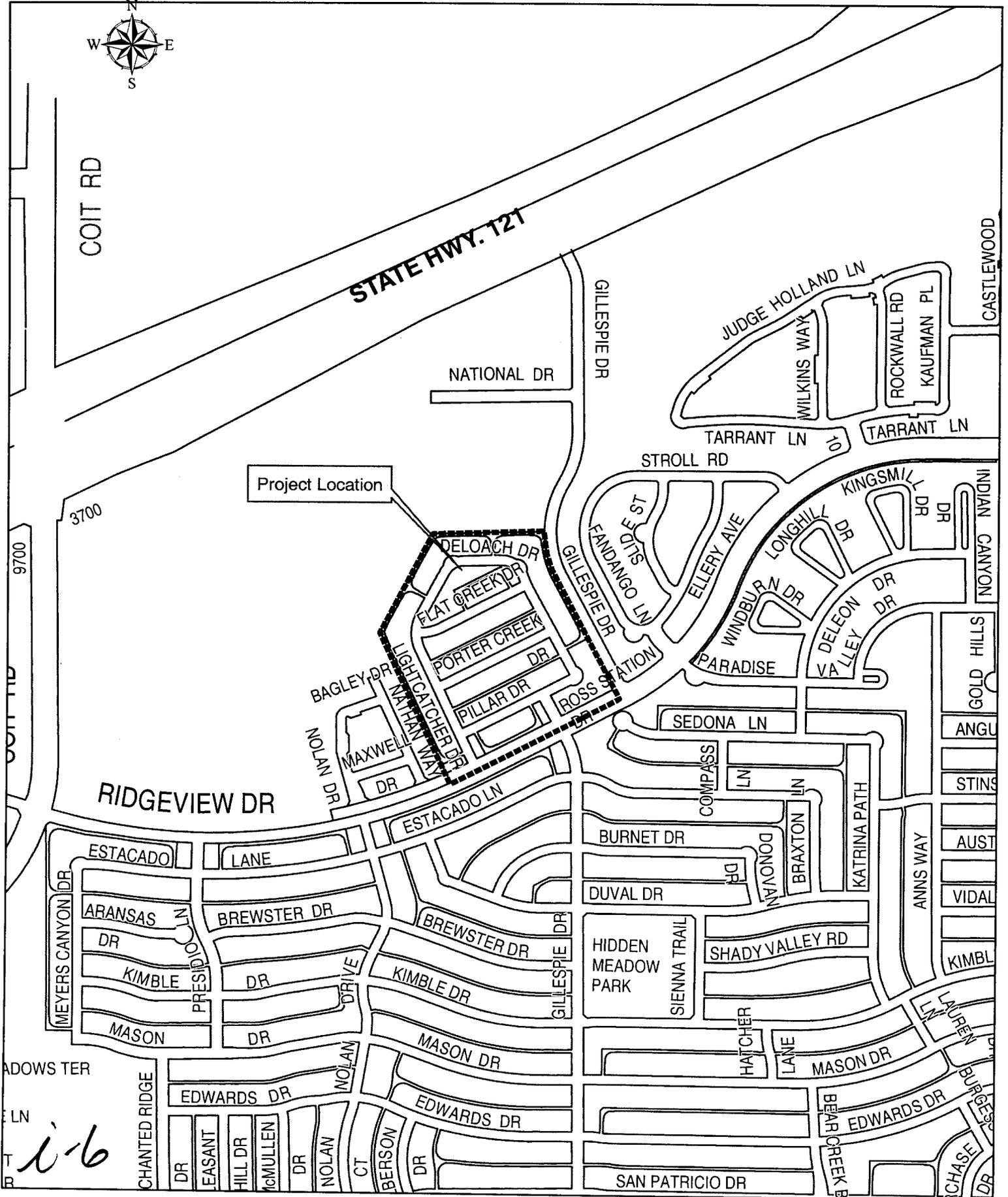
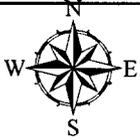
EXHIBIT "C"

PAVING - RIDGEVIEW DRIVE

DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
Subgrade Preparation	5,271	S.Y.	\$ 1.35	\$ 7,115.85
Lime (36 #/S.Y.)	95	TON	\$ 87.00	\$ 8,265.00
8" Reinf. Conc. Pavement - 5000 PSI	4,420	S.Y.	\$ 27.00	\$ 119,340.00
Construct 8" Reinf. Concrete Transition	372	S.Y.	\$ 35.00	\$ 13,020.00
Barrier Free Ramp (with pavers)	4	EA.	\$ 850.00	\$ 3,400.00
Install Street Barricade	1	EA.	\$ 1,200.00	\$ 1,200.00
Street Header	25	L.F.	\$ 5.00	\$ 125.00
Connection to Exist. Pavement	1	EA.	\$ 1,050.00	\$ 1,050.00
Install Curb and Dowel into Existing Concrete	190	L.F.	\$ 20.00	\$ 3,800.00
Inlet Filters	3	EA.	\$ 175.00	\$ 525.00
Street Signs	3	EA.	\$ 490.00	\$ 1,470.00
4' Curlex Mat (along both sides of roadway)	995	L.F.	\$ 0.65	\$ 646.75
Sawcut, Remove Pavement and Install Butt Joint	1,187	L.F.	\$ 16.00	\$ 18,992.00
Remove Ex. Transition	341	S.Y.	\$ 12.00	\$ 4,092.00
Pavement Buttons	133	EA.	\$ 6.10	\$ 811.30
Traffic Control Plan	1	L.S.	\$ 8,300.00	\$ 8,300.00
Landscape Maintenance Ramp (per City Detail)	4	EA.	\$ 340.00	\$ 1,360.00
4" 3000 PSI 5' Edge to Edge Sidewalk	4,423	S.F.	\$ 3.40	\$ 15,038.20
Median Paving Stone (Per City Detail)	557	S.F.	\$ 17.50	\$ 9,747.50
GRAND TOTAL				\$ 218,298.60

i-5

RIDGEVIEW VILLAS





**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 01/09/06		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department: Engineering	Department Head: Alan Upchurch		Executive Director	Initials: [Signature]	Date: 1/13/06
Dept Signature: [Signature]		City Manager		Initials: [Signature]	Date: 1/13/06
Agenda Coordinator (include phone #): Irene Pegues (7198)		Project No. 5450			

ACTION REQUESTED:

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

CAPTION

Approving and authorizing reimbursement to the Collin County Chinese Fellowship Church for oversize participation for paving improvements in McDermott Road, in the amount of \$42,413.00.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR:	2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		1,160,239	763,761	600,000	2,524,000
Encumbered/Expended Amount		-1,160,239	-9,833	0	-1,170,072
This Item		0	-42,413	0	-42,413
BALANCE		0	711,515	600,000	1,311,515

FUND(S): STREET IMPROVEMENT CIP

COMMENTS: Funds are included in the 2005-06 Street Improvement CIP. This item, in the amount of \$42,413, will leave a current year balance of \$711,515 for Oversize Reimbursements.

STRATEGIC PLAN GOAL: Oversized participation relates to the City's Goal of Safe, Livable Neighborhoods.

SUMMARY OF ITEM

In accordance with the Subdivision Ordinance and a Subdivision Improvement Agreement, reimbursement to the Collin County Chinese Fellowship Church is due for oversize paving improvements in McDermott Road. The construction was inspected and found to be in conformance with the executed Agreement.

Staff recommends the City Council authorize payment for the oversize participation

List of Supporting Documents: Memo dated 12/28/05 from Chief Engineer Letter dated 09/26/05 from City Engineer Exhibits A & C Location Map	Other Departments, Boards, Commissions or Agencies n/a
---	--

MEMORANDUM

Date: December 28, 2005
To: Melody Morgan, CIP Budget Coordinator
From: Charles Davis, Chief Engineer/Private Development 
Subject: Collin County Chinese Fellowship Church
Project No. 5450

We have now accepted the improvements subject addition. In accordance with our Subdivision Improvement Agreement dated April 21, 2004, reimbursement for oversize paving in McDermott Road is due to the Collin County Chinese Fellowship Church. Total City participation will be \$42,413.00.

CD/dd

xc: Alan Upchurch, City Engineer
Ricky Lindley, Mapping & Information Supervisor
Charles Davis, Chief Engineer/Private Development

J-2



September 26, 2005

Collin County Chinese Fellowship Church
3000 Warren Court
Plano, Texas 75075-2224

✓ Re: Collin County Chinese Fellowship Church, Lot 1, Block A
4500 McDermott Road
Project No. 5450

Gentlemen:

A final inspection on plans prepared by R Delta Engineers, Inc. drainage improvements, as shown on plans prepared by R Delta Engineers, Inc. has been made by the City of Plano. These improvements are found to be satisfactory and in accordance with the

Maintenance Bonds have been received from Maverick Utility Company and Idea Construction Company. Therefore, the improvements noted above are accepted by the City of Plano subject to the one-year maintenance requirements.

A Certificate of Occupancy is released by this department subject to approval by the Building Inspection Department.

Sincerely,

Alan Upchurch, P.E.
City Engineer

Is

xc: Building Inspection - Keith Schmidt, Anthony Han, Charles Hart, Mamie Free, Cliff Bormann
Planning - Charles Alexander, Melody Spencer
Engineering - Warren Laney, Irene Pegues
Public Works - Dale Pettit
Utility Operations - David Ratcliff
Parks - Jim Fox
Verizon
Southwestern Bell (2 locations)
R Delta Engineers, Inc.
Maverick Utility Company
Idea Construction Company

- Pat Evans
Mayor
- Ken Lambert
Mayor Pro Tem
- Scott Johnson
Deputy Mayor Pro Tem
- Shep Stahel
Place 1
- Loretta Ellerbe
Place 3
- Sally Magnuson
Place 4
- Terry LaRosilliere
Place 5
- Jan Callison
Place 7

Thomas H. Muehlenbeck
City Manager

J-3

EXHIBIT " A "

OVERSIZE IMPROVEMENTS

McDermott Road City portion:	
886 SY of concrete with curbs, saw cut and joint sealant @ \$ 31.46 "Concrete to be 5000 psi 8" thick w/ # 3 rebar on 24" centers"	\$ 27,873.00
997 SY Lime stabilized subgrade @ \$ 2.25	\$ 2,243.00
18 tons lime slurry @ \$ 99.00	\$ 1,782.00
Earthwork 388 cy @ 11.65	\$ 4,520.00
Concrete demo 640 sqft @ \$ 2.25	\$ 1,440.00
Concrete saw cut 136 ln.ft @ \$ 2.25	\$ 306.00
Pavers 80 sqft @ \$ 8.80	\$ 704.00
Traffic buttons 22 @ \$ 6.60	\$ 145.00
Landscape Maintenance Ramp 1 @ \$ 385.00	\$ 385.00
Lane Buttons 93 @ \$ 6.60	\$ 614.00
<u>Sub Total</u>	\$ 40,012.00
<u>Engineering fees 6%</u>	\$ 2,401.00
Total City portion	\$ 42,413.00

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EXHIBIT " C "

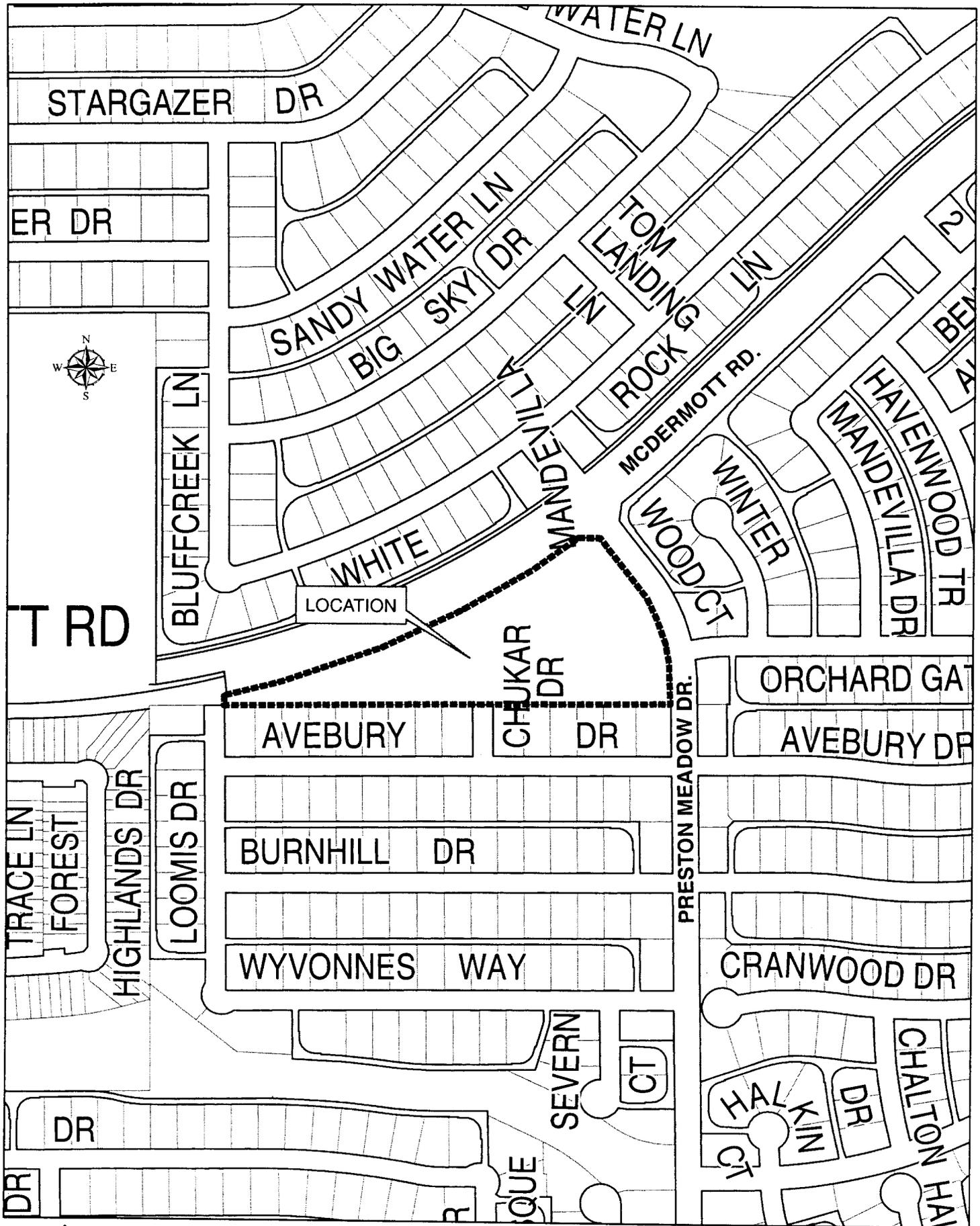
PUBLIC IMPROVEMENTS

McDermott Road Owner portion:

3,480 SY of concrete including curbs @ \$ 31.46	\$ 109,481.00
3,986 SY Lime stabilized subgrade @ \$ 2.25	\$ 8,969.00
73 tons lime slurry @ \$ 99.00	\$ 7,227.00
Earthwork 1691 cy @ \$ 11.65	\$ 19,700.00
Concrete demo 1,760 sqft @ \$ 2.25	\$ 3,960.00
Concrete saw cut 406 lnft @ \$ 2.25	\$ 914.00
Barricades 1s	\$ 2,750.00
Pavers 255 sqft @ \$ 8.80	\$ 2,244.00
Traffic Buttons 48 @ \$ 6.60	\$ 317.00
Lane Buttons 153 @ \$ 6.60	\$ 1,010.00
Water line 6"DR14PVC 45 lf @ \$ 12.15	\$ 546.00
Waterline 8" DR18PVC 30 lf @ \$ 12.15	\$ 365.00
6" Gate Valves 2 @ \$ 605.00	\$ 1,210.00
8" Gate Valves 1 @ \$ 825.00	\$ 825.00
6" tap on 12" main 2 @ \$ 1,760.00	\$ 3,520.00
8" tap on 12" main 1 @ \$ 1,760.00	\$ 1,760.00
Fire hydrants 2 @ 1,565.00	\$ 3,130.00
18"CLIII RCP Storm Drain 58 lf @ \$ 27.50	\$ 1,595.00
21"CLIII RCP Storm Drain 58 lf @ \$ 32.00	\$ 1,856.00
Curb inlet 6' recessed 1 @ \$ 2,135.00	\$ 2,135.00
Curb inlet 8' recessed 1 @ \$ 2,485.00	
\$ 2,485.00	
Sidewalk 3,780 sqft @ 3.83	\$ 14,477.00
2" PVC Conduits 85 lf @ \$ 4.40	\$ 374.00
Pull boxes 2 @ \$ 220.00	\$ 440.00
4" PVC 96 lf @ 4.95	\$ 475.00
Headers 48 lf @ \$ 11.00	\$ 528.00
Longitudinal Butt Joints 405 lf @ \$3.30	\$ 1,336.00
Landscape maint. Ramp 2 @ \$ 385.00	\$ 770.00
Sub Total	\$ 194,399.00
Engineering fees 6%	\$ 11,664.00
Total	\$ 206,063.00

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COLLIN COUNTY CHINESE FELLOWSHIP CHURCH LOT 1, BLOCK A



J-6

LOCATION MAP



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	1/09/06	Reviewed by Legal <i>WS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Library Administration	Initials	Date		
Department Head	Joyce Baumbach	Executive Director	<i>[Signature]</i>	<i>12-15-05</i>	
Dept Signature:	<i>Joyce Baumbach</i>	City Manager	<i>[Signature]</i>	<i>12/15/05</i>	
Agenda Coordinator (include phone #):		Mary Ann Dunnavant (Ext. 4208)			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Approving the purchase of software and hardware maintenance for the Plano Public Library System for the Horizon system from SirsiDynix, a sole source supplier of said services, in an amount not to exceed \$69,143; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the purchase approved herein; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	118,000	0	188,000
Encumbered/Expended Amount		0	-51,448	0	-51,448
This Item		0	-69,143	0	-69,143
BALANCE		0	-2,591	0	-2,591
FUND(S): GENERAL FUND					
COMMENTS: Funding for maintenance contracts is included in the approved FY 2005-06 Operating Budget. The overage amount of \$2,591 will be covered by revenues received from Allen Public Library and Collin County Community College based on their proportionate share of the bill.					
STRATEGIC PLAN GOAL: The maintenance for the Plano Public Library System relates to the City's goals of "Service Excellence" and "Premier City for Families."					
SUMMARY OF ITEM					
Approval of this request in the amount of \$69,143.00 is made for the purchase of software and hardware maintenance for the Plano Public Library System for the Horizon system from SirsiDynix, a sole source supplier of said services. Since there is no other source for said maintenance, approval is requested under Section 252.022 (a)(7) of the Texas Local Government Code.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
1. Sole source letter from SirsiDynix 2. Affidavit of No Prohibited Interest from SirsiDynix dated December 6, 2005.					

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400 W Dynix Dr
Provo, UT 84604
December 5, 2005

This letter is to confirm that the Dynix/Horizon software is proprietary and available only through *SirsiDynix*, Inc.

We are the sole source developer, manufacturer and distributor of this library automation software. Maintenance for the Dynix/Horizon Software can only be provided by *SirsiDynix*, Inc.

Please let me know if you have questions or need further information. You can contact me a (800) 288-8020 X5348.

Regards,

Bryce D. Jasperson

Bryce Jasperson
Customer Account Coordinator
bryce.jasperson@sirsidynix.com

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Affidavit of No Prohibited Interest

I, the undersigned declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter section 11.02 and the City's Code of Conduct.

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.

**SirsiDynix
400 W. Dynix Drive
Provo, UT 84604**

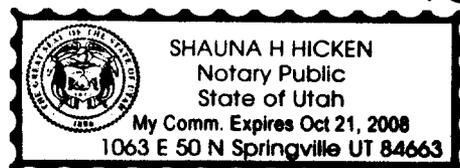
By: *[Handwritten Signature]*
(Signature)
Den Mead
(Print Name)
C.O.C.
(Title)
Date: 12/6/05

STATE OF UTAH
COUNTY OF Utah *§*

SUBSCRIBED AND SWORN TO before me this 6th day of December, 2005.

Shauna H Hicken
Notary Public in and for the State of Utah

R-3



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE PURCHASE OF SOFTWARE AND HARDWARE MAINTENANCE FOR THE PLANO PUBLIC LIBRARY SYSTEM FOR THE HORIZON SYSTEM FROM SIRSIDYNIX, A SOLE SOURCE SUPPLIER OF SAID SERVICES, IN AN AMOUNT NOT TO EXCEED \$69,143.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE SUCH ACTION AND EXECUTE SUCH DOCUMENTS AS NECESSARY TO EFFECTUATE THE PURCHASE APPROVED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Plano, Texas desires to enter into a purchase agreement of software and hardware maintenance for the Plano Public Library System for the Horizon System from SirsiDynix, in an amount not to exceed \$69,143.00; and

WHEREAS, the Plano City Council is of the opinion that the services can be provided by SirsiDynix, previously known as Ameritech (contract originator), a sole source provider, thereby making the purchase of said materials exempt from competitive bid under Section 252.022 (a)(7) of the Texas Local Government Code; and

WHEREAS, upon full review and consideration of the proposed purchase and all matters attendant and related thereto, the Plano City Council is of the opinion that the purchase should be approved, and that the City Manager or his designee should be authorized to take such action and execute such documents as necessary to effectuate the purchase.

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

Section I. The Plano City Council hereby finds and determines that SirsiDynix is a sole source vendor for maintaining the server and software for the Horizon automated system to be purchased by the City. As provided in Section 252.022 (a)(7) of the Texas Local Government Code, the purchase of said materials is exempt from competitive bid.

Section II. The City Manager or his designee is hereby authorized to take such action and execute such documents as necessary to effectuate the purchase of the service agreement not to exceed the amount of \$69,143.00 from SirsiDynix, which is the sole source supplier of such services.

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

DULY PASSED AND APPROVED this the _____ day of _____, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

R-5



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input checked="" 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:	1/9/06	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	FINANCE		Initials	Date
Department Head	JOHN MCGRANE	Asst City Manager		
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	1/29/06
Agenda Coordinator (include phone #):	DONNA WHITE - X7135			

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

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO GIVING NOTICE OF ITS INTENTION TO ISSUE CITY OF PLANO, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2006.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2006-2007	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	3,900,000.00	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

Intention to sell \$3,900,000 combination Tax and Revenue Certificates of Obligation for the purpose of improving our technical infrastructure and public art.

List of Supporting Documents:

Other Departments, Boards, Commissions or Agencies

L-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO GIVING NOTICE OF ITS INTENTION TO ISSUE CITY OF PLANO, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2006.

WHEREAS, the City of Plano, Texas (the "City"), pursuant to Subchapter C, Chapter 271, Texas Local Government Code, as amended, is authorized to issue its certificates of obligation for the purpose of paying contractual obligations to be incurred for the purposes set forth in Exhibit A hereto; and

WHEREAS, the City Council of the City has found and determined that a notice of intention to issue certificates of obligation should be published in accordance with the requirements of applicable law;

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

Section 1. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. The City Secretary of the City is hereby authorized and directed to issue a notice of intention to issue certificates of obligation in substantially the form set forth in Exhibit "A" hereto incorporated herein by reference for all purposes.

Section 3. The notice as set forth in Exhibit "A" shall be published once a week for two consecutive weeks, the date of the first publication being not less than the fifteenth (15th) day prior to the date set forth in the foregoing notice for passage of the ordinance authorizing the Combination Tax and Revenue Certificates of Obligation. Such notice shall be published in a newspaper of general circulation in the area of the City of Plano, Texas.

Section 4. That this resolution shall take effect from and after the date of its passage.

DULY PASSED AND APPROVED this 9th day of January, 2006.

ATTEST:

Pat Evans, MAYOR

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



Exhibit "A"

**NOTICE OF INTENTION TO ISSUE CITY OF
PLANO, TEXAS COMBINATION TAX AND
REVENUE CERTIFICATES OF OBLIGATION,
SERIES 2006**

NOTICE IS HEREBY GIVEN that on February 13, 2006, the City Council of the City of Plano, Texas, at 7:00 p.m. at a regular meeting of the City Council to be held at the City Hall, 1520 Avenue K, Plano, Texas, 75074, the regular meeting place of the City Council, intends to pass an ordinance authorizing the issuance of Certificates of Obligation not to exceed \$3,900,000 in a principal amount for the purpose of paying contractual obligations for the following purposes: (i) acquisition, vendor implementation and installation of software, hardware and other equipment for technology projects including enhanced network security, increased network storage capacity, redundant system implementation, telecommunications upgrades, mesh network for wireless infrastructure and web browser improvements, (ii) improving and enhancing the City's public buildings and public grounds, including parks, libraries, animal control facilities and public safety facilities with architectural elements, features and artist-designed enhancements that are a part of the City's Capital Improvement Plan (collectively with (i), the "Project") and (iii) payment of professional services of attorneys, financial advisors and other professionals in connection with the Project and the issuance of the Certificates. The Certificates shall bear interest at a rate not to exceed fifteen percent (15%) per annum, and shall have a maximum maturity date of not later than twenty (20) years after their date. Said Certificates shall be payable from the levy of a direct and continuing ad valorem tax, levied within the limits prescribed by law, against all taxable property within the City sufficient to pay the interest on this series of Certificates as due and to provide for the payment of the principal thereof as the same matures, as authorized by Subchapter C, Chapter 271, Texas Local Government Code, as amended, and from all or a part of the surplus revenues of the City's municipal drainage system, such pledge of surplus revenues being limited to \$1,000.

THIS NOTICE is given in accordance with law and as directed by the City Council of the City of Plano, Texas.

GIVEN THIS January 9, 2006.

/s/ Elaine Bealke
City Secretary
City of Plano, Texas

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

-CITY SECRETARY'S USE ONLY		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:	01/09/06	Reviewed by Legal <i>PR</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	12/29/05
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	12/28/05
Agenda Coordinator (include phone #):		Irene Pegues (7198)	<i>[Signature]</i>	

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

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE DEDICATION OF A 340 SQUARE FOOT WATER LINE EASEMENT LOCATED WEST OF OHIO DRIVE AND APPROXIMATELY 2090 FEET NORTH OF SPRING CREEK PARKWAY IN, UNDER AND ACROSS PROPERTY OWNED BY THE CITY OF PLANO, TEXAS, SAID PROPERTY SITUATED IN THE JESSE STIFF SURVEY, ABSTRACT NO. 793, IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget				
Encumbered/Expended Amount				
This Item				
BALANCE				

FUND(S):

COMMENTS:

SUMMARY OF ITEM

This water line easement is needed for the installation of a water line that will serve The Harvard Addition, Lot 6R, Block A, Project Number 5403-3. The water line easement is located west of Ohio Drive and approximately 2090 feet north of Spring Creek Parkway.

List of Supporting Documents: Location Map	Other Departments, Boards, Commissions or Agencies N/A
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M-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE DEDICATION OF A 340 SQUARE FOOT WATER LINE EASEMENT LOCATED WEST OF OHIO DRIVE AND APPROXIMATELY 2090 FEET NORTH OF SPRING CREEK PARKWAY IN, UNDER AND ACROSS PROPERTY OWNED BY THE CITY OF PLANO, TEXAS, SAID PROPERTY SITUATED IN THE JESSE STIFF SURVEY, ABSTRACT NO. 793, IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a water line easement is needed for the installation of a water line that will serve The Harvard Addition, Lot 6R, Block A, Project Number 5403-3 in an area west of Ohio Drive and approximately 2090 feet north of Spring Creek Parkway; and

WHEREAS, said water line easement is described in the field notes and shown on the drawings attached hereto and incorporated herein as Exhibit "A" ("Easement"); and

WHEREAS, upon full review and consideration of this Resolution, and all matters attendant and related thereto, the City Council is of the opinion that the 340 square foot Easement should be dedicated for such use and the City Manager, or in his absence his designee, shall be authorized to record this Resolution in the Land Records of Collin County, Texas, to evidence this dedication.

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

Section I. The City Council hereby authorizes the dedication of the Easement located west of Ohio Drive and approximately 2090 feet north of Spring Creek Parkway to serve The Harvard Addition, Lot 6R, Block A, Project No. 5403-3, and determines that the dedication is acceptable and is hereby in all things approved.

Section II. The City Manager, or in his absence his designee, is hereby authorized to record this Resolution in the Land Records of Collin County, Texas, to evidence this dedication.

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

DULY PASSED AND APPROVED this ____ day of _____, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

M-2

David Petree
Registered Professional Land Surveyor
110115 Midway Road
Dallas, Texas 75229
Phone (214) 358-4500
Fax (214) 358-4600

**10' WATER EASEMENT
0.0078 ACRE TRACT
JESSE STIFF SURVEY, ABSTRACT NO. 793
CITY OF PLANO, COLLIN COUNTY, TEXAS**

BEING all that certain lot, tract or parcel of land out of the **JESSE STIFF SURVEY**, Abstract No. 793, in the City of **PLano**, Texas, and being part of the remainder of Lot 6, Block A of The Harvard Addition, an addition to the City of Plano, as recorded in Cabinet P, Page 145, of the Map Records of Collin County, Texas, and being more particularly described by metes and bounds as follows;

COMMENCING at a 5/8" iron rod found for at the intersection of the southwesterly right-of-way line of Ohio Drive, (85 feet, right-of-way) and the most northerly northeast corner of Lot 7, Block A of The Harvard Addition, an addition to the City of Plano, Coliin County, Texas, as recorded in Cabinet R, Page 111, of the Map Records of Collin County, Texas, and being more particularly described by metes and calls as follows:

THENCE North 89° 41' 43" West departing said southwesterly right-of-way line of Ohio Drive, (85 feet, right-of-way) for a distance of 72.04 feet to the **POINT OF BEGINNNG**;

THENCE North 89° 41' 43" West for a distance of 10.00 feet to a point for corner;

THENCE North 00° 18' 17" East for a distance of 34.00 feet to a point for corner;

THENCE South 89°41' 43" East for a distance of 10.00 feet to a point for corner;

THENCE South 00° 18' 17" West for a distance of 34.00 feet to the **POINT OF BEGINNING** AND CONTAINING 0.0078 acres of land, more or less. Bearings shown hereon are based upon the plat of The Harvard Addition, an addition to the City of Plano, Collin County, Texas.

October 29, 2005

Prepared from surveys made on the ground in July of 2005.

David Petree

David Petree
Registered Professional Land Surveyor No. 1890



M-3

BLOCK A
WELLINGTON RUN I
 CAB. H., PG. 878, P.R.C.C.T.

10' WATER LINE EASEMENT
 C.C.C.F. NO. 93-0024810
 L.R.C.C.T.

RELOT 6 B.E.C.A.
HARVARD ADDITION
 CAB. P. PG. 145, M.R.C.C.T.

CITY OF PLANO
 C.C.C.F. NO. 2003-0178215

VOL. 5406, PG. 3787
 VOL. D.R.C.C.T. (PLANS 1250)

250' TEXAS POWER & LIGHT
 COMPANY EASEMENT
 VOL. 681, PG. 516 & VOL. 682, PG. 126,
 L.R.C.C.T.

250' HIKE AND BIKE TRAIL EASEMENT
 VOL. P, PG. 145, L.R.C.C.T.

WATER LINE EASEMENT
 VOL. 4344, PG. 4181, L.R.C.C.T.

10' AT&T EASEMENT
 VOL. 2175, PG. 281
 L.R.C.C.T.

60' TEMPORARY DRAINAGE EASEMENT
 C.C.C.F. NO. 93-0024811, L.R.C.C.T.

10' UNDERGROUND
 COMMUNICATIONS EASEMENT
 VOL. 2115, PG. 902,
 L.R.C.C.T.

10' WATER LINE EASEMENT
 C.C.C.F. NO. 93-0024809
 L.R.C.C.T.

LOT 7, BLOCK A
THE HARVARD ADD.
 CAB. R. PG. 111
 M.R.C.C.T.

LOT 6R, BLOCK A
THE HARVARD ADD.
 CAB. R. PG. 111
 M.R.C.C.T.

~ LINE TABLE ~

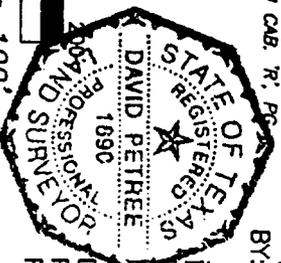
T1	N89°41'43"W	72.04'
T2	N89°41'43"W	10.00'
T3	N00°18'17"E	34.00'
T4	S89°41'43"E	10.00'
T5	S00°18'17"W	34.00'

MAP TO ACCOMPANY
METES & BOUNDS DESCRIPTION
 10' WATER EASEMENT
 0.0078 ACRES OF LAND
 JESSE STIFF SURVEY, A-793
 CITY OF PLANO
 COLLIN COUNTY, TEXAS

NOTE: BASIS OF BEARINGS - COMEYANCE PLAT OF
 THE HARVARD ADDITION, RECORDED IN CAB. R., PG.
 111, OF THE M.R.C.C.T.

MAP PREPARED
 OCTOBER 29, 2005
 FROM SURVEYS.
 BY: *David Petree*

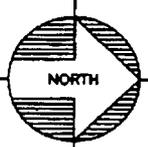
DAVID PETREE, P.R.S.
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 1890
 1015 MIDWAY ROAD
 DALLAS, TEXAS 75229
 PH (214)-358-4500
 FAX (214)-358-4600



LEGEND
 --- INOV ROAD FOUND



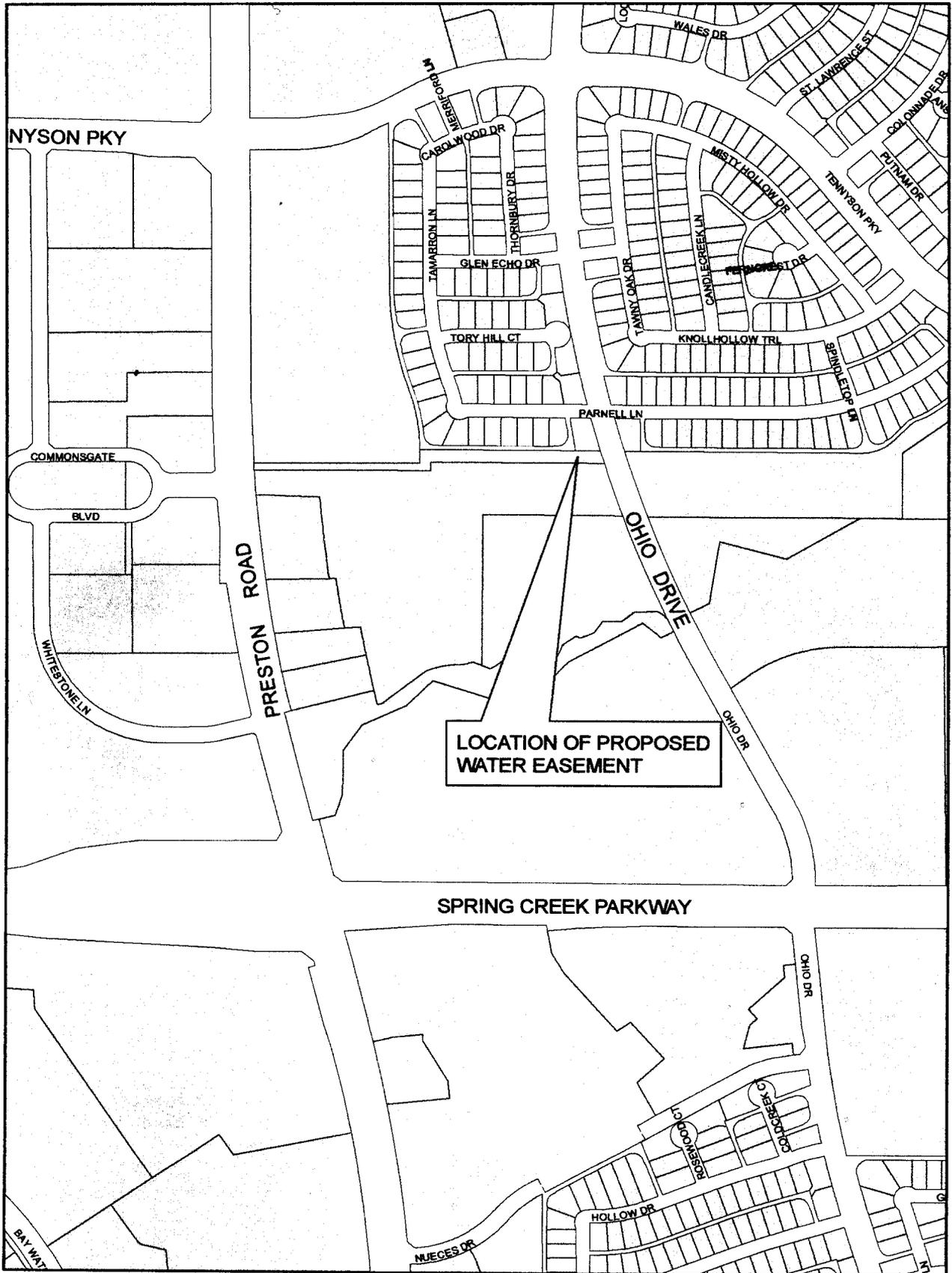
GRAPHIC SCALE: 1" = 100'



OHIO DRIVE
 (85' RIGHT-OF-WAY)

POINT OF
 COMMENCING
 5/8" IR

M-4



M-5



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Council Meeting Date:	01/09/06	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Engineering	Initials	Date		
Department Head	Alan J. Upchurch	Executive Director	1/3/06		
Dept Signature:	<i>Alan J. Upchurch</i>	City Manager	<i>[Signature]</i>		
Agenda Coordinator (include phone #):		Irene Pegues (7198)	<i>[Signature]</i>		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
To approve the implementation of a county-wide initiative for the widening and expansion of U.S. 75, Central Expressway, through Collin County, Texas; authorizing review of available funding options; expressing support for retaining a qualified consultant for the review and evaluation of the project.					
FINANCIAL SUMMARY					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2005-2006	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: n/a					
SUMMARY OF ITEM					
Collin County Commissioners are leading a team of cities that are along U.S. 75 from Plano to the Grayson County Line in proposing to develop a plan for expansion of U.S. 75. The Commissioners have requested that the Plano City Council approve the attached resolution supporting a county wide initiative to evaluate the expansion, funding requirements and the hiring of a consultant to provide assistance in such evaluations.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
n/a		N/A			

n-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, COLLIN COUNTY, TEXAS, SUPPORTING THE IMPLEMENTATION OF A COUNTY-WIDE INITIATIVE FOR THE WIDENING AND EXPANSION OF U.S. 75, CENTRAL EXPRESSWAY, THROUGH COLLIN COUNTY, TEXAS; AUTHORIZING REVIEW OF AVAILABLE FUNDING OPTIONS; EXPRESSING SUPPORT FOR RETAINING A QUALIFIED CONSULTANT FOR THE REVIEW AND EVALUATION OF THE PROJECT; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, city and county leaders of Collin County desire to find ways and means to improve U.S. Highway 75, commonly known as Central Expressway, as it traverses through the cities of Collin County; and

WHEREAS, the City of Plano, Texas, (hereafter "City") supports a review and evaluation by the county and representatives of the affected cities of the widening and improvement of Central Expressway, and

WHEREAS, the City further supports the careful review and evaluation of all available lawful funding options available for a project of this nature, including federal, state, and local programs; and

WHEREAS, Collin County has proposed the retention of a qualified consultant to review the project, and its funding, and

WHEREAS, the City has appointed a representative to a committee to review and evaluate the proposals for the construction, and funding of the project, and

WHEREAS, the 79th Texas Legislature authorized the availability of "pass-through" funding, which should be evaluated for use for this project; and

WHEREAS, the City Council finds that an improvement in traffic safety, and a lessening of traffic congestion, on Central Expressway as it traverses the City would be a positive and beneficial improvement to the health, safety and welfare of the citizens of the City.

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

SECTION 1. The Plano City Council endorses the review and evaluation of the widening and improvement of Central Expressway as it traverses Collin County, the review and evaluation of lawful funding methods for the project, and the retaining of a consultant by and through Collin County to assist in such reviews and evaluations. The committee reviewing this project would include representatives from those cities through which U.S. 75 travels in Collin County, including the cities of Plano, Allen, McKinney, Melissa, Anna and Fairview, with representatives of Collin County, and such additional

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regional and state authorities, including North Central Texas Council of Governments, and the Texas Department of Transportation, as needed and necessary.

SECTION 2. Should any sentence, paragraph, subdivision, clause, phrase or section of this resolution be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this resolution as a whole, or any part of provisions thereof other than the part so decided to be invalid, illegal or unconstitutional.

SECTION 3. This resolution shall become effective immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Plano, Collin County, Texas, on this the _____ day of _____, 200__.

CITY OF _____, TEXAS

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	01/09/06	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Engineering	Initials	Date		
Department Head	Alan L. Upchurch	Executive Director	1/3/05		
Dept Signature:	<i>Alan Upchurch</i>	City Manager	1/3/06		
Agenda Coordinator (include phone #):		Irene Pegues (7198)			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
To approve the terms and conditions of an Interlocal Agreement by and between Denton County and the City of Plano for the installation of a water line along the south side of State Highway 121 between Spring Creek Parkway and the North Dallas Toll Road.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2005-2006	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): WATER CIP					
COMMENTS: This item, which has no current fiscal impact at this time, allows the City to enter into an Interlocal Agreement with Denton County for the S.H. 121 – Water Line Spring Creek to Tollway project. If this request is approved, Denton County will reimburse the City up to \$525,000 for the construction of this water line.					
STRATEGIC PLAN GOAL: Construction of water lines relates to the City's Goals of Safe, Livable Neighborhoods & Safe, Efficient Travel.					
SUMMARY OF ITEM					
The attached resolution authorizes the approval of an Interlocal Agreement between Denton County and the City of Plano, whereby Denton County will reimburse the City of Plano for up to \$525,000, for the cost of installing a twelve (12) inch water line along the south side of S.H. 121, from Spring Creek Parkway to the Dallas North Toll Road.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Location Map		N/A			

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN DENTON COUNTY AND THE CITY OF PLANO FOR THE INSTALLATION OF A WATER LINE ALONG THE SOUTH SIDE OF STATE HIGHWAY 121 BETWEEN SPRING CREEK PARKWAY AND THE NORTH DALLAS TOLL ROAD; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Interlocal Agreement between Denton County and the City of Plano for the installation of a twelve (12) inch water line along the south side of State Highway 121 between Spring Creek Parkway and the Dallas North Toll Road, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

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

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

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

Section II. The City Manager or, 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 immediately upon its passage.

DULY PASSED AND APPROVED this the _____ day of _____, 200____.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY

inch water line along SH 121 including fire hydrants, valves and other required appurtenances. The design will be in accordance with Plano's engineering standards.

II.

The term of this Agreement shall commence upon execution of the Agreement by City and County and shall terminate upon completion of the Project or upon termination of this Agreement under the provisions of Section VI.

III.

Pursuant to Texas Government Code §791.011, City and County agree that the purpose of this Agreement is to ensure that certain governmental functions and services in the area of streets, roads and drainage are performed. City and County further agree that each of them is authorized to perform the functions and services individually.

IV.

County will reimburse City for actual construction costs associated with the installation of the water line. Those costs for the Project are estimated to be FIVE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 (\$525,000.00). City will submit documentation and an invoice for reimbursement at 50% completion of the Project and at 100% completion of the Project. The documentation and invoices shall be submitted to the County Auditor's Office, Attention: Accounts Payable, Carroll Building, 401 West Hickory, Suite 423, Denton, Texas 76201. County shall make reimbursement to City for all expenditures related to the Project within thirty (30) days of receipt of the documentation and each invoice. Attached to this Contract is a certification by the County Auditor that the County shall include the sum not to exceed FIVE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 (\$525,000.00), in its budget and that this amount shall be itemized, set aside and approved by the County Commissioners Court to be expended for the Project.

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V.

In performance of this Agreement CITY will be responsible for management of the Project including acquiring any needed easements, specifications for bid, awarding the bid, execution of a construction contract, providing construction inspections and all administration required to complete the Project.

VI.

This Agreement may be terminated in whole or in part by the County or City upon thirty (30) days' written notice to the other party setting forth a substantial failure by the defaulting party to fulfill its obligations under this agreement through no fault of the terminating party: No such termination may be affected unless the defaulting party is given: (1) written notice delivered by certified mail, return receipt requested of intent to terminate setting forth the substantial failure to perform; and (2) not less than thirty (30) calendar days to cure the failure; and (3) an opportunity for consultation with the terminating party prior to termination. Notices shall be directed as follows:

For City: Hon. Pat Evans
The City of Plano
PO Box 860358
Plano, Texas 75086

Copy To: Thomas H. Muehlenbeck, City Manager
The City of Plano
PO Box 860358
Plano, Texas 75086

For County: Hon. Mary Horn
Denton County Judge
110 East Hickory
Denton, Texas 76201

Copy to: District Attorney's Office/Civil Division
P.O. Box 2850
Denton, Texas 76202

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VII.

The covenants, conditions and terms hereof are to be construed under the laws of the State of Texas and are performable by City and County in Denton County, Texas. City and County mutually agree that venue for any obligation arising from this Agreement shall lie in Denton County, Texas.

VIII.

This writing is intended by City and County to be a final expression of their agreement and as a complete and exclusive statement of the terms of their agreement. This Agreement can be modified or terminated according to the provisions of Section VI only by writing signed by both of the parties or their duly authorized agents.

IX.

This Agreement is not intended to extend the liability of either City or County beyond that provided by law. Neither County nor City waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to either City or County against claims arising by third parties.

X.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of City and County that the remaining portions shall remain valid and in full force and effect to the extent possible.

XII.

The undersigned officers and/or agents of City and County are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of City and County and each certifies to the other that any and all necessary resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED in triplicate originals.

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COUNTY
Denton County, Texas
110 West Hickory
Denton, Texas 76201

CITY
City of Plano, Texas
PO Box 860358
Plano, Texas 75086

By: _____
Hon. Mary Horn
Denton County Judge
Acting on behalf of and by authority
of the Commissioners Court of
Denton County, Texas
Date: _____

By: _____
Hon. Pat Evans
Mayor for the City of Plano
Acting on behalf of and by authority
of the City Council of Plano, Texas
Date: _____

Attest:

Attest:

By: _____
Cynthia Mitchell, County Clerk

By: _____
City Secretary

Approved as to form:

Approved as to form:

Thomas F. Keever
Assistant District Attorney

By: _____
City Attorney

AUDITOR'S CERTIFICATE

I hereby certify funds will be available in the amount of FIVE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 (\$525,000.00), toward financing the Project to accomplish and pay the obligation of Denton County, Texas under this Agreement.

James Wells, County Auditor

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT PROJECT

The County of Denton, acting by and through the County Commissioners Court, having been advised of a project to install a City of Plano water line on the south side of Texas State Highway 121 and extend from Spring Creek Parkway to Dallas North Toll Road, a distance of approximately 9,000 feet, which shall include a 12 inch water line together with fire hydrants, valves and other required appurtenances in a design in accordance with the City of Plano's engineering standards, herein gives its specific written approval of the Project prior to beginning the Project in satisfaction of the requirements of V.T.C.A., Government Code, Chapter 791, the Interlocal Cooperation Act, Section 791.014.

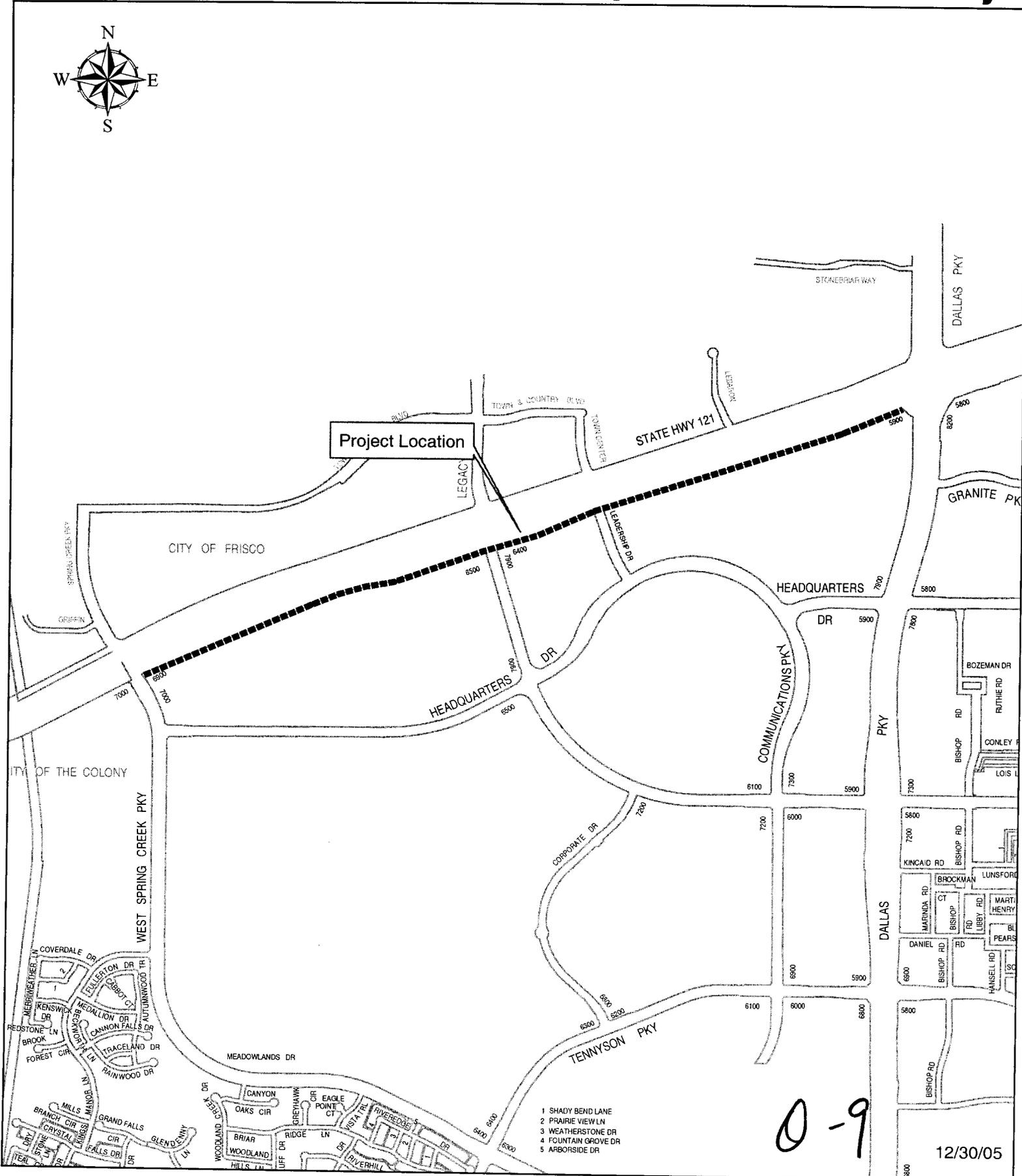
The local government which requested the project and with which the County of Denton has contracted is the City of Plano.

By vote on this date, the Commissioners Court has approved the project identified above and authorized execution of this document by the presiding officer on behalf of Denton County, Texas.

Mary Horn
Denton County Judge

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Water Line West Spring Creek Parkway to Dallas Parkway



0-9

12/30/05

LOCATION MAP



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	1/9/06	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director		1/4/06
Dept Signature:	<i>Alan Upchurch</i>	City Manager	<i>[Signature]</i>	1/4/06
Agenda Coordinator (include phone #):		Irene Pegues		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Approving the terms and conditions of a real estate contract by and between the City of Plano, Texas, and Tsay Properties Parker Square, Ltd., for the purchase of 4.290 acres of land, located at the northwest quadrant of Parker Road and Coit Road, situated in the Mary and Sally Owens Survey, Abstract No. 672, and being a part of Lot 1R, Block 1, Parker Coit Addition, in the City of Plano, Collin County, Texas; authorizing its execution by the City Manager or his designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2005-06	Prior Year (CIP Only)	Current Year	Future Years
Budget		25,750	5,773,250	7,100,000
Encumbered/Expended Amount		-25,750	-2,290	0
This Item		0	-1,700,000	0
BALANCE		0	4,070,960	7,100,000
TOTALS 12,899,000 -28,040 -1,700,000 11,170,960				
FUND(S): FIRE FACILITIES				
COMMENTS: Funds are included in the 2005-06 Fire Facilities CIP. This item, in the amount of \$1,700,000, will leave a current year balance of \$4,070,960 for Fire Station No. 12/Logistic Facility and the Emergency Operations Center.				
STRATEGIC PLAN GOAL: Land acquisition for fire facilities relates to the City's Goals of Premier City for Families.				
SUMMARY OF ITEM				
This contract is for the acquisition of 4.290 acres of land at the northwest quadrant of Parker Road and Coit Road for the construction of Fire Station No. 12, Logistics Facility and Emergency Operations Center. The purchase price is \$1,700,000.00.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A REAL ESTATE CONTRACT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND TSAY PROPERTIES PARKER SQUARE, LTD., FOR THE PURCHASE OF 4.290 ACRES OF LAND LOCATED AT THE NORTHWEST QUADRANT OF PARKER ROAD AND COIT ROAD, SITUATED IN THE MARY AND SALLY OWENS SURVEY, ABSTRACT NO. 672, AND BEING A PART OF LOT 1R, BLOCK 1, PARKER COIT ADDITION, IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Real Estate Contract by and between City of Plano, Texas, and Tsay Properties Parker Square, Ltd., a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Contract"); and,

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

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

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

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

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

DULY PASSED AND APPROVED the _____ day of _____, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made and entered into by and between **TSAY PROPERTIES PARKER SQUARE, LTD.**, a Texas Limited Partnership, whether one or more ("Seller") and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation ("Purchaser").

ARTICLE 1**Sale and Purchase**

Section 1.1 Subject to the terms and provisions hereof, the Seller agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Seller, that certain real property containing approximately 4.290 acres, more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes together with, all and singular, all improvements thereon and all rights and appurtenances pertaining thereto, such interest in real estate, improvements, rights and appurtenances being herein referred to individually and collectively as the "Property."

ARTICLE 2**Consideration for Conveyance**

Section 2.1 The purchase price ("Purchase Price") for the Property shall be **ONE MILLION SEVENHUNDRED THOUSAND AND NO/100 DOLLARS (\$1,700,000.00)**.

ARTICLE 3**Earnest Money**Section 3.1

(a) As a condition precedent to sustaining this Contract, Purchaser shall have ten (10) business days to deliver a check in the amount of **THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$35,000.00)** to the Title Company (hereinafter defined) as earnest money ("Earnest Money").

(b) In the event this Contract is closed, the Earnest Money shall be applied to the Purchase Price at Closing. In the event this Contract is not closed, then the Title Company shall disburse the Earnest Money in the manner provided for elsewhere herein.

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ARTICLE 4

Survey and Title Policy

Section 4.1 Within twenty (20) days from the Effective Date of this Contract, the Purchaser, at the Purchaser's sole cost and expense, shall deliver or cause to be delivered to Purchaser and Seller a current boundary survey ("Survey") of the Property, containing a metes and bounds description of the Property. The Survey shall be sufficient to permit the Title Company, at Purchaser's sole cost and expense to modify the standard printed exception in the Owner Policy of Title Insurance pertaining to discrepancies in area or boundary lines, encroachments, overlapping of improvements, or similar matters (herein called the "Survey Exception"). The Survey shall indicate the location of all improvements on the Property, if any. Further, the Survey shall indicate the location of all title exceptions which can be located thereon. The Surveyor shall also comply with the requirements set forth in Exhibit "B" attached hereto and made a part hereof by reference. At the Closing, Seller shall reimburse Purchaser up to \$1,000.00 for the cost of the Survey. Seller shall have the right to approve the Survey of the Property, which approval will not be unreasonably withheld, conditioned or delayed.

Section 4.2 Within twenty (20) days from the Effective Date of this Contract, the Purchaser, at the Purchaser's sole cost and expense, shall furnish to the Purchaser and Seller a current commitment ("Title Commitment") for the issuance of an Owner's Policy of Title Insurance to the Purchaser from **REPUBLIC TITLE OF TEXAS, INC.**, 2626 Howell Street, 10th Floor, Dallas, TX 75204-4064, Attention: Rhenda Addison, ("Title Company"), together with legible copies of all documents constituting exceptions to Seller's title as reflected in the Title Commitment. Purchaser shall have a period of ten (10) days from the last to be delivered of each of the Survey, Title Commitment and the documents referred to therein as conditions or exceptions to title to the Property, in which to review such items and to deliver to Seller in writing such reasonable objections as Purchaser may have to anything contained or set forth in the Title Commitment, title exception documents or Survey. Any items to which Purchaser does not object within such period shall be deemed to be permitted exceptions ("Permitted Exceptions"). In the event Purchaser timely objects to any matter contained in the Title Commitment, title exception documents and/or the Survey as hereinabove provided, Seller shall have a reasonable period of time, not to exceed thirty (30) days, after receipt of Purchaser's objections within which Seller may attempt to cure such objections specified as aforesaid by Purchaser, provided, however, Seller shall be under no obligation to incur any costs whatsoever in connection with such cure. In the event Seller has been unable or unwilling to cure any such objections as aforesaid within such reasonable period of time, not to exceed thirty (30) days, then, and in such event, Purchaser may, at its option, either terminate this Contract (whereupon the Earnest Money shall be immediately returned to Purchaser by the Title Company) or Purchaser may waive any such objection and the transaction contemplated hereby shall be consummated as provided herein.

Section 4.3 At Closing, the Seller shall furnish the Purchaser, at Purchaser's sole cost and expense with an Owner's Policy of Title Insurance issued by the Title Company on the standard form in use in the State of Texas, insuring good and indefeasible title to the Property in the

Purchaser in the amount of the Purchase Price, subject only to the Permitted Exceptions and the standard printed exceptions, except:

- (a) The exception relating to restrictions against the Property shall be endorsed by the Title Company to read "none of record," except for such restrictions as may be included in the Permitted Exceptions;
- (b) The Survey Exception (except for shortages in area) shall be deleted at Purchaser's expense.
- (c) The exception relating to ad valorem taxes shall except only to taxes owing for the current and subsequent years and subsequent assessments for prior years due to change in land use;
- (d) There shall be no general exception for "parties in possession," and
- (e) There shall be no exception for any lien, for service, labor or material heretofore or hereafter provided imposed by law and not shown by the public records.

ARTICLE 5

Inspection, Audit and Financing

Section 5.1 Purchaser, at Purchaser's sole cost and expense, shall have through and until forty (40) days from the Effective Date of this Contract ("Inspection Period") within which to conduct any and all engineering and economic feasibility studies of the Property which Purchaser may, at Purchaser's sole discretion, deem necessary to determine whether or not the Property is engineered and economically suitable for Purchaser's intended use. A check in the amount of **ONE HUNDRED AND NO/100 DOLLARS (\$100.00)** ("Inspection Fee") shall be delivered to Seller as independent consideration for the Inspection Period simultaneously with the execution of this Contract. Purchaser's representatives may enter upon the Property for the purpose of conducting any studies or tests, including, but without limitation, soil tests, obtaining topographical information, conducting engineering and economic feasibility studies and for all other similar preliminary work; provided, however, Purchaser shall and does hereby indemnify and hold harmless Seller from and against any claims, costs, expenses or damage that Seller may suffer or incur as a result of such inspection, including, without limitation, (i) any and all attorneys' fees or court costs incurred by Seller in connection with any such claims or activities and (ii) mechanic's liens or claims that may be filed on or asserted against the Property by contractors, subcontractors or materialmen performing such work for Purchaser. In making any inspection hereunder, Purchaser will treat, and will cause any representative of Purchaser to treat, all information obtained by Purchaser pursuant to the terms of this Contract as strictly confidential. Further, in the event that Purchaser refuses or is unable to close under this Contract, for any reason whatsoever, any and all studies or tests, including, but without limitation, soil tests, topographical information, engineering and economic feasibility studies, or other similar

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preliminary work, shall immediately be delivered to Seller and thereafter become the sole property of Seller.

Section 5.2 In the event Purchaser shall notify Seller on or before the expiration of the Inspection Period, that Purchaser, for any reason whatsoever, does not desire to consummate this Contract, then, and in such event, this Contract shall, ipso facto, terminate (whereupon the Earnest Money shall be immediately returned to the Purchaser by the Title Company) and the parties hereto shall have no further obligations to the other hereunder except as provided herein. Absent Purchaser's timely written notice to Seller of Purchaser's election to so terminate this contract as aforesaid, then, and in such event, Purchaser shall have ipso facto waived any and all claim whatsoever to terminate this Contract pursuant to this Article 5, and shall proceed to a Closing hereunder.

Section 5.3 The provisions and conditions of the Deed (as defined in Section 8.2) shall be mutually agreed upon by Purchaser and Seller in writing on or before the expiration of the Inspection Period.

ARTICLE 6

Condemnation, Assessments and Risk of Loss

Section 6.1 In the event that prior to the date of Closing condemnation procedures are commenced against a portion or all of the Property or Seller receives any verbal or written notice of a threat or intent of condemnation of a portion or all of the Property by a governmental entity other than the City of Plano, Seller shall immediately notify Purchaser and Purchaser may, at its election, terminate this Contract by written notice to Seller within ten (10) business days after receipt of Seller's notice. Neither party shall have any further rights or obligations hereunder and the Title Company shall return the Earnest Money to the Purchaser, and neither Purchaser nor Seller shall have any further right or obligation hereunder except as set forth herein. Should Purchaser elect not to exercise its option as provided hereunder, then the Contract shall remain in full force and effect and Seller shall assign or pay to Purchaser at Closing Seller's interest in and to all condemnation awards or proceeds from any such proceedings or actions in lieu thereof. Prior to Closing, all risks of loss shall be upon the Seller.

ARTICLE 7

Seller's Representations

Section 7.1 Seller makes the following representations, as of the date of this Contract:

(a) Seller owns good and indefeasible title to the Property. Seller is a Texas limited partnership existing under the laws of the state of Texas and has all requisite power and authority to enter into and perform this Contract.

(b) To the best of Seller's actual knowledge, there are no parties in possession or with a right to possession of any portion of the Property as lessees, tenants at sufferance, trespassers or otherwise, subject only to the Permitted Exceptions.

(c) To the best of Seller's actual knowledge there is no pending or threatened taking, condemnation or similar proceeding or assessment affecting the Property or any part thereof, nor to the best knowledge and belief of Seller, is any such taking, condemnation, proceeding or assessment contemplated, save and except Purchaser's threatened condemnation.

(d) There will be no liens or Uniform Commercial Code filings against any of the Property which will not be satisfied out of the Purchase Price and released at Closing.

(e) To the best of Seller's actual knowledge, Seller has not received any notice from any governmental or quasi-governmental body or agency of any violation under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (the "Superfund Act"), the Carpenter-Presley-Tanner Hazardous Substance Account Act, the Resource Conservation and Recovery Act of 1976, the Clean Air Act, the Safe Drinking Water Act, the Toxic Substances Control Act, the Texas Water Code, the Texas Solid Waste Disposal Act or any other federal, state or local statutes, regulations, or ordinances or regulatory requirements pertaining to health or the environment (collectively referred to as "Environmental Laws").

(f) Seller shall not further encumber, or allow the encumbrance of, the title to the Property without the prior written consent of the Purchaser.

(g) To the best of Seller's actual knowledge, there are no liens, claims, restrictions, encumbrances or other liabilities against the Property which would adversely affect the title to the Property or adversely affect Purchaser's use of the Property, subject only to the Permitted Exceptions.

If any representation or warranty is untrue, this Contract may be terminated by Purchaser and the Earnest Money shall be refunded to Purchaser.

IT IS UNDERSTOOD AND AGREED THAT, EXCEPT FOR THE PRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION OR ELSEWHERE IN THIS CONTRACT AND EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES CONTAINED IN ANY OF THE CLOSING DOCUMENTS, SELLER IS NOT MAKING ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PROPERTY, ITS PHYSICAL CONDITION OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY AND THAT THE PROPERTY IS BEING CONVEYED AND TRANSFERRED TO PURCHASER "AS IS, WHERE IS AND WITH ALL FAULTS." EXCEPT TO THE EXTENT OTHERWISE SET FORTH IN THIS SECTION 7.1 OR ELSEWHERE IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS, SELLER DOES NOT WARRANT OR MAKE ANY REPRESENTATION, EXPRESS OR IMPLIED, AS TO FITNESS FOR A

PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, LAYOUT FOOTAGE, PHYSICAL CONDITION, OPERATION, COMPLIANCE WITH SPECIFICATIONS, ABSENCE OF LATENT DEFECTS OR COMPLIANCE WITH LAWS AND REGULATIONS (INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO ZONING, HEALTH SAFETY AND THE ENVIRONMENT) OR ANY OTHER MATTER AFFECTING THE PROPERTY. THE TERMS AND CONDITIONS OF THIS SECTION 7.1 SHALL EXPRESSLY SURVIVE ANY TERMINATION OF THIS AGREEMENT OR THE CLOSING OF THIS AGREEMENT AND SHALL NOT MERGE THEREIN.

ARTICLE 8

Closing

Section 8.1 The Closing hereunder shall take place at the offices of the Title Company. The date of Closing ("Closing Date") shall be sixty (60) days after the Effective Date or on such other date as may be mutually agreed to.

Section 8.2 At the Closing, Seller shall deliver or cause to be delivered to Purchaser each of the following items:

- (a) A Special Warranty Deed (the "Deed") duly executed and acknowledged by Seller, and in form for recording, conveying good, indefeasible title in the Property to Purchaser, subject only to the Permitted Exceptions.
- (b) At Purchaser's sole cost and expense, an Owner's Title Policy of Insurance.
- (c) One-half (1/2) of all escrow fees; and
- (d) All additional documents and instruments as in the opinion of the Seller's and Purchaser's counsel are reasonably necessary to the proper consummation of this transaction.

Section 8.3 At the Closing, Purchaser, at Purchaser's sole cost and expense shall deliver to Seller the following items:

- (a) The Purchase Price in cash as required by Section 2.1 hereof;
- (b) Such evidence or documents as may reasonably be required by the Seller or the Title Company evidencing the status and capacity of Purchaser and the authority of the person or persons who are executing the various documents on behalf of the Purchaser in connection with the sale of the Property;
- (c) One-half (1/2) of all escrow fees; and
- (d) All additional documents and instruments as in the opinion of the Seller's and Purchaser's counsel are reasonably necessary to the proper consummation of this transaction.

Section 8.4 Ad valorem taxes shall be prorated at Closing in accordance with Section 26.11 of the Texas Tax Code.

Section 8.5 Possession of the Property shall be delivered to Purchaser by Seller at the Closing, subject only to the Permitted Exceptions and such rights of others as have been expressly disclosed herein.

Section 8.6 Except as otherwise provided herein, all other costs and expenses with respect to the Closing, including but not limited to attorneys' fees, shall be borne and paid exclusively by the party incurring same.

ARTICLE 9

Real Estate Commission

Section 9.1 Each party hereto represents and warrants to the other party that it has not employed any broker or finder in connection with the transaction contemplated by this Contract, other than Fairway Group, Real Estate ("Broker"). Seller agrees to pay Broker a commission pursuant to a separate agreement if and when the transaction contemplated hereby is consummated in accordance with the terms hereof.

ARTICLE 10

Remedies of Default

Section 10.1 In the event all conditions of this Contract are satisfied by Purchaser (if Purchaser's obligation) or waived and in the event all covenants and agreements to be performed by Purchaser prior to Closing are fully performed, and in the event that performance of this Contract is tendered by the Purchaser and the sale is not consummated through default on the part of the Seller on the Closing Date, then Purchaser shall be entitled either (i) to enforce specific performance hereunder or (ii) return of the Earnest Money and termination of the Contract. The remedies set forth in this Section 10.1 shall be Purchaser's sole remedies. Nothing herein shall be construed to limit Purchaser's right and power of eminent domain.

Section 10.2 In the event of Purchaser's default hereunder, Seller shall be entitled to terminate this Contract and the Earnest Money shall be paid to the Seller by the Title Company as liquidated damages for the Purchaser's default. Such amount is agreed upon by and between the Seller and the Purchaser as liquidated damages, due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof; and no other damages, rights or remedies shall in such case be collectible, enforceable or available to the Seller other than in this Article 10 defined, but the Seller shall accept said cash payment as the Seller's total damages and relief. the remedies set forth in this Section 10.2 shall be Seller's sole remedies.

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ARTICLE 11**Miscellaneous**

Section 11.1 Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery (provided that such delivery is confirmed by the courier delivery service), or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, or (d) prepaid telegram or telex (provided that such telegram or telex is confirmed by expedited delivery service or by mail in the manner previously described), addressed as follows:

If to the Seller: Tsay Properties Parker Square, Ltd.
c/o August Moon
15030 Preston Road
Dallas, TX 75254

With copy to: Glast, Phillips & Murray, P.C.
2200 One Galleria Tower
13355 Noel Road, L.B. 48
Dallas, Texas 75240-1518
Attention: Stephen R. Bishop

If to the Purchaser: City of Plano, Texas
Attention: City Manager
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

With copy to: City of Plano, Texas
Attention: City Attorney
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

or to such other address or to the attention of such other person as hereafter shall be designated in writing by the applicable party sent in accordance herewith. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or certified or registered mail, as of the date of deposit or delivery to the United States Mail or expedited delivery service in the manner provided herein, or in the case of telegram or telex, upon receipt. Any notice required by this Contract or in any way related to the transaction contracted for herein, shall be void and of no effect unless given in accordance with the provisions of this Article 11. Either party hereto may change the address for notice specified above by giving the other party ten (10) days advance written notice of such change of address.

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Section 11.2 For purposes of determining the time for performance of various obligations under this Contract, the Effective Date of this Contract shall be the later of the dates this Contract is executed by Seller or Purchaser.

Section 11.3 Any representation, warranty, covenant or agreement of either party to this Contract whether to be performed before or after the time of Closing shall not survive the Closing, but rather shall be deemed to be merged into and waived by the instruments of Closing.

Section 11.4 This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, and permitted successors and assigns.

Section 11.5 The obligations of the parties hereto are and shall be performable in Collin County, Texas. This Contract shall be construed and interpreted in accordance with the laws of the State of Texas. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa. The terms "heirs, executors, administrators and assigns" shall include "successors, legal representatives and assigns."

Section 11.6 This Contract may not be modified or amended, except by an agreement in writing signed by the Seller and the Purchaser. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, except as elsewhere provided for herein, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

Section 11.7 Each person executing this Contract warrants and represents that he is fully authorized to do so.

Section 11.8 Time is of the essence of this Contract.

Section 11.9 In the event it becomes necessary for either party hereto to file a suit to enforce this Contract or any provisions contained herein, the party prevailing in such action shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees incurred in such suit.

Section 11.10 The descriptive headings of the several Articles, Sections and Paragraphs contained in this Contract are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 11.11 This Contract, including the Exhibits hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract.

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Section 11.12 Should the calculation of any of the various time periods provided for herein result in an obligation becoming due on a Saturday, Sunday or legal holiday, then the due date of such obligation or scheduled time of occurrence of such event shall be delayed until the next business day.

Section 11.13 Seller and Purchaser hereby acknowledge that neither this Contract nor any memorandum or affidavit thereof shall be recorded of public record in Collin County, Texas or any other county in Texas. Should Purchaser ever record or attempt to record this Contract, or a memorandum or affidavit thereof, or any other similar document, then, notwithstanding anything herein to the contrary, said recordation or attempt at recordation shall constitute a default by Purchaser hereunder, and, in addition to the other remedies provided for herein, Seller shall have the express right to terminate this Contract by filing a notice of said termination in the proper place for said filing.

Section 11.14 Numerous copies of this Contract have been executed by the parties hereto. Each such executed copy shall have the full force and effect of an original executed instrument.

Section 11.15 Purchaser agrees to cooperate with Seller, at no cost, expense or liability to Purchaser, in consummating an I.R.S. Code Section 1031 Tax Deferred Exchange, should Seller so decide.

ARTICLE 12.

Additional Matters

Section 12.1 Purchaser, at Purchaser's sole cost and expense shall replat Lot 1R, Block 1 of the Parker Coit Addition, Plano, Texas, recorded under Cabinet M., Slide 238, in the Plat records of Collin County, Texas, City of Plano, Texas into two (2) separately platted lots, one of the lots being the Property and the other replatted lot being the remainder of Lot 1R, Block 1 that is being retained by Seller ("Seller's Retained Property"). The replat shall be prepared in accordance with the terms of this Section 12.1 and all applicable ordinances, rules, regulations, requirements and procedures of the City of Plano, Texas and the Plano Planning & Zoning Commission. Seller agrees to cooperate with Purchaser in good faith to cause the Property and Seller's Retained Property to be fully and finally replatted in accordance with the applicable ordinances, rules, regulations, requirements and procedures of the City of Plano ("City") the Planning & Zoning Commission and the State of Texas.(hereinafter collectively referred to as the "Governmental Authorities"). Such replatting will take place some time after the Closing, but in no event later than twelve (12) months from Closing date herein. Seller shall execute such applications, forms, affidavits, preliminary plats and final plats as required by the Governmental Authorities to accomplish the replat of the Property. The terms and provisions of this paragraph shall expressly survive the termination or closing of this Contract.

Section 12.2 Purchaser agrees to construct twelve (12) parking spaces on Seller's Retained Property in the area indicated on the drawing attached hereto and incorporated herein as

Exhibit "C" (the "Parking Spaces"). The Parking Spaces will be constructed by Purchaser at approximately the same time as the parking areas on the Property are constructed by Purchaser or Purchaser's Contractor in conjunction with the Fire Station Project, but in no event later than thirty-six (36) months from Closing herein. The Parking Spaces will be constructed in accordance with City of Plano regulations and requirements and at the sole cost and expense of Purchaser. Seller agrees to grant and execute a Right of Entry and Temporary Construction Easement to Purchaser, free of cost, at such time that Purchaser is ready to commence construction on the Parking Spaces. Seller also agrees to assist Purchaser with obtaining any other necessary Right of Entry or Temporary Construction Easements from tenants on Seller's Retained Property. The terms and provisions of this Section 12.2 shall expressly survive the Closing.

Section 12.3 If Purchaser fails to construct the fire station and/or other governmental facilities within five (5) years from the date of the Closing or otherwise offers the Property for resale within five (5) years to a non-governmental entity or enters into a lease with a non-governmental entity for a period of more than six (6) months, Seller shall have the option and right to repurchase the Property free and clear of all liens and encumbrances, save and except those Permitted Exceptions affecting the Property on the Closing Date or evidenced by the Permitted Exceptions set forth on the Special Warranty Deed at a sales price equal to the Purchase Price set forth herein. The terms and provisions of this Section 12.3 shall survive the Closing.

Section 12.4 Simultaneously with the Closing, Purchaser will provide a letter from City, dated as of the date of closing, stating that Seller's Retained Property will be in compliance with the City's parking requirements once six (6) additional parking spaces are constructed on Seller's Retained Property, based upon a count of one-hundred (100) existing parking spaces and the current uses operating on Seller's Retained Property.

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EXECUTED on this the _____ day of _____, 2006, by Seller.

**TSAY PROPERTIES PARKER SQUARE,
LTD., a Texas Limited Partnership**

**BY: TSAY PROPERTIES GP, L.L.C., a Texas
Limited Liability Company, Its General
Partner**

By: _____
Sam Tsay, Manager
15030 Preston Road
Dallas, TX 75254

EXECUTED on this the _____ day of _____, 2006, by Purchaser.

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

By: _____
Thomas H. Muehlenbeck
CITY MANAGER
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

This Contract, together with the Purchaser's Earnest Money, has been received by the Title Company, this ____ day of _____, 2006, and by execution hereof the Title Company hereby covenants and agrees to be bound by the terms of this Contract.

REPUBLIC TITLE OF TEXAS, INC.

By: _____

President

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EXHIBIT "A"**The Property**

All that certain 4.290 acres of land, out of Lot 1R, Block 1, Parker Coit Addition, recorded under Cabinet M., Slide 238, in the Plat records of Collin County, Texas, City of Plano, Texas (all bearings based on the record bearings of said Lot 1R, Block 1, Parker Coit Addition):

BEGINNING at a 1/2" iron rod found for the southwest corner of the herein described tract, common to the southeast corner of Block A, The Homestead Section 1, recorded under cabinet B, Page 235, in the Plat Records of Collin County, Texas, in the north right-of-way line of Parker Road (a 110' right-of-way);

THENCE North 00° 08' 15" West - passing a 1/2" iron rod found at 5.61' along the west line of the herein described tract, common to the east line of said Block A, The Homestead Section 1, for a total distance of 431.05' to an "X" cut found for the northwest corner of the herein described tract, common to the southwest corner of Lot 6, Block 1, Parker Coit Addition, recorded under Cabinet J. Page 357, in the Plat Records of Collin County, Texas.

THENCE South 89° 54' 45" East - 411.76' along the north line of the herein described tract, common to the south line of said Lot 6, Block 1, Parker Coit Addition, to the northeast corner of the herein described tract;

THENCE South 00° 10' 42" West - 225.02' along an east line of the herein described tract, to an angle corner of the herein described tract;

THENCE South 00° 20' 14" East - 127.90' to an angle corner of the herein described tract;

THENCE North 89° 54' 45" East - 55.14' to an angle corner of the herein described tract, in the west line of Lot 5, Block 1, Parker Coit Addition, recorded under Cabinet J. Slide 357, in the Plat Records of Collin County, Texas;

THENCE South 00° 08' 15" East - 128.66' along an east line of the herein described tract, common to a west line of said Lot 5, Block 1, Parker Coit Addition, to the southeast corner of the herein described tract, in the north right-of-way line of aforesaid Parker Road, being a point on a curve to the left having a central angle of 01° 49' 44", a radius of 934.19', and a chord bearing and distance of North 74° 30' 20" West - 29.82';

THENCE along said curve to the left, in a northwesterly direction along the south line of the herein described tract, common to north right-of-way line of said Parker Road, an arc length of 29.82' to the Point of Compound Curvature of a curve to the left having a central angle of 16° 27' 34", a radius of 850.00', and a chord bearing and distance of North 80° 07' 37" West - 243.34';

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THENCE along said curve to the left, in a northwesterly direction continuing along the south line of the herein described tract, common to the north right-of-way line of said Parker Road, an arc length of 244.18' to a 5/8" iron rod found for an angle corner of the herein described tract;

THENCE North 89° 58' 22" West - 200.00' continuing along the south line of the herein described tract, common to the north line of said Parker Road to the POINT OF BEGINNING and containing 4.290 acres of land.

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EXHIBIT "B"**Survey Requirements
and
Form of Certificate**

Six copies of a current survey of the subject property, prepared by a Registered Professional Land Surveyor acceptable to the City of Plano and to the title insurance company that issues the Title Commitment, which must include and show the following:

- (a) A plat of the subject property showing the following:
- (i) The boundary line of the subject property and all appurtenant easements by courses and distances showing the area of the subject property, and each parcel thereof, in square feet. If the subject property is composed of all or portions of several lots or other legal subdivisions, the boundaries of each should be indicated by dotted lines and the proper lot number or legal subdivision designations shown. If the survey comprises more than one parcel, it should show interior lines and facts sufficient to insure contiguity. Points of beginning used in the description of the subject property should be identified.
 - (ii) The location and type of all buildings and other improvements on the subject property, the dimensions and area thereof and the distances therefrom to the nearest facing exterior property lines of the subject property.
 - (iii) The location of all easements and rights-of-way affecting the subject property (each of which must be identified by reference to the volume and page where recorded).
 - (iv) The location of all required building set back lines on the subject property.
 - (v) All encroachments, conflicts or protrusions.
 - (vi) All abutting dedicated public streets providing access to the subject property showing the width and the name thereof and all sidewalks, parkways, curbs and driveways adjoining the subject property. All street address numbers should be shown as and where they exist.
 - (vii) All fences (both perimeter and cross) and all walls and other improvements along the property lines with dimensions. All party walls of buildings or other structures on the property line indicating the thickness of the portions

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thereon on each side of the property line and the nature of the use of said walls on each side.

- (viii) The location of any railroad tracks and boundaries of railway rights-of-way affecting the subject property.
 - (ix) All wires and cables crossing, entering or leaving the subject property, indicating the amount of cross arm or wire overhang and all anchors or guy wires affecting the subject property except ordinary wire service drops.
 - (x) The scale, the north direction, the beginning point, the distance to the nearest intersecting street and point of reference from which the subject property is measured.
- (b) A legal description (metes and bounds) of the subject property, which must coincide with the boundaries shown on the plat and which must be identical with the description of the subject property as described in the Commitment.
 - (c) The certification signed and sealed by the surveyor, which must be in substantially the following form:

"To: (Name of Owner and/or Purchaser); (Name of Lienholder); and (Name of Title Insurance Company)

I hereby certify that on the ____ day of _____, 20__:

- (a) this survey was made on the ground as per the field notes shown on this survey and correctly shows (i) the boundaries and areas of the subject property and the size, location and type of buildings and improvements thereon (if any) and the distance therefrom to the nearest facing exterior property lines of the subject property; (ii) the location of all rights-of-way, easements and any other matters of record (or of which I have knowledge or have been advised, whether or not of record) affecting the subject property; (iii) the location of the parking areas on the subject property showing the number of parking spaces provided thereby; (iv) all abutting dedicated public streets providing access to the subject property together with the width and name thereof; and (v) all other significant items on the subject property;
- (b) except as shown on the survey, there are no (i) encroachments upon the subject property by improvements on adjacent property, (ii) encroachments on adjacent property, streets or alleys by any improvements on the subject property, (iii) party walls, or (iv) conflicts or protrusions;

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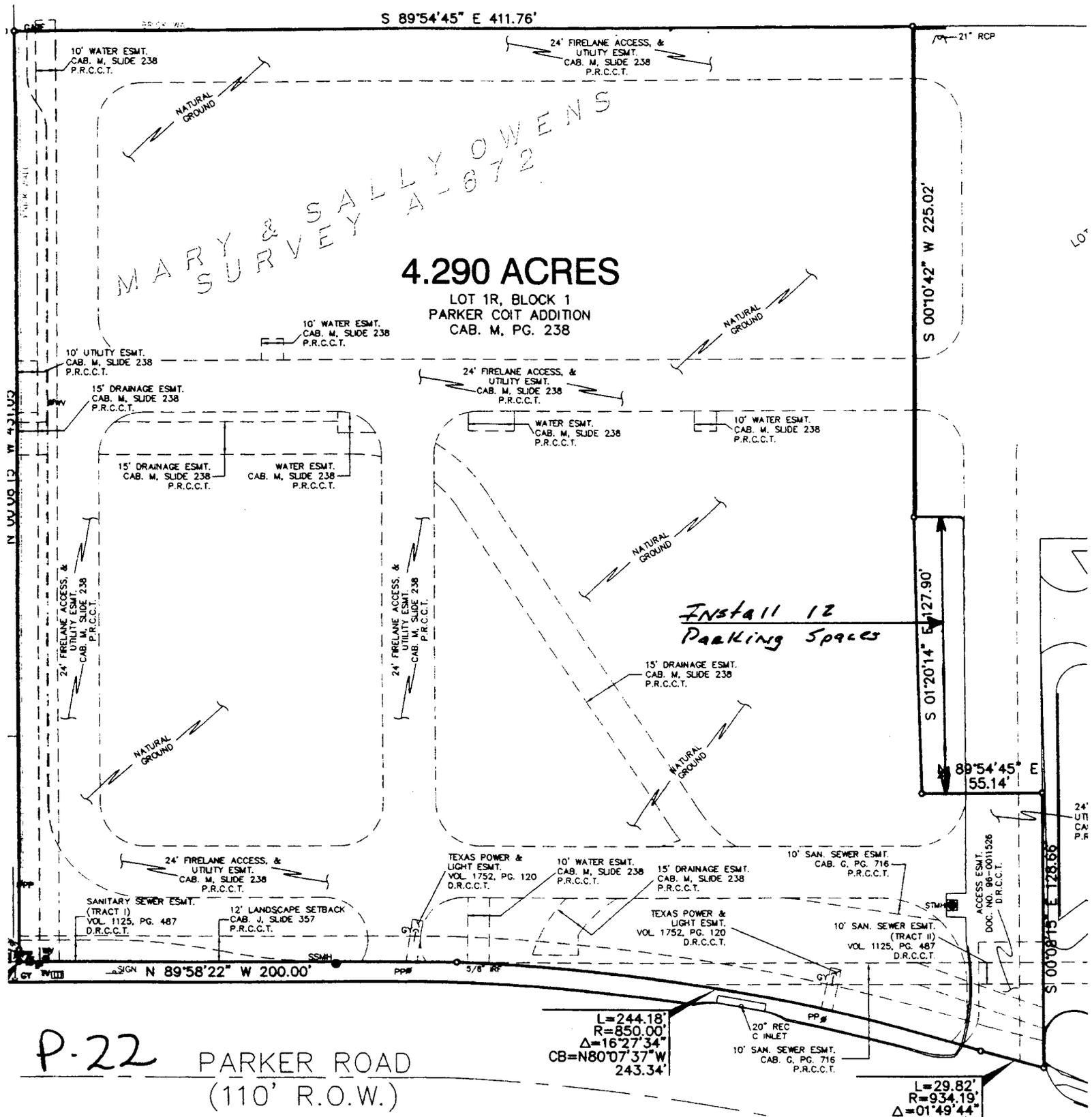
- (c) adequate ingress to and egress from the subject property is provided by (name of streets), the same being paved, dedicated public right(s)-of-way maintained by (name of maintaining authority);
- (d) all required building set back lines on the subject property are located as shown hereon; and
- (e) no part of the subject property lies within a flood plain or flood prone area or a flood way of any body of water.

(Signature of Surveyor) _____

Registered Professional
Land Surveyor

Registration No. _____"
(Name, address, telephone number and job number
of Surveyor)

EXHIBIT "C" Parking Spaces



S 89°54'45" E 411.76'

21" RCP

MAY & SALLY OWENS
SURVEY A-672

4.290 ACRES

LOT 1R, BLOCK 1
PARKER COIT ADDITION
CAB. M, PG. 238

S 00°10'42" W 225.02'

*Install 12
Parking Spaces*

S 01°20'14" E 127.90'
N 89°54'45" E 55.14'

S 00°08'15" E 128.66'

N 89°58'22" W 200.00'

P-22 PARKER ROAD
(110' R.O.W.)

L=244.18'
R=850.00'
Δ=16°27'34"
CB=N80°07'37"W
243.34'

L=29.82'
R=934.19'
Δ=01°49'44"
CB=N74°30'20"W
20 R2'

FIRE STATION 12 & EOC & STORAGE COMPLEX





CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 1/9/06		Reviewed by Legal <i>only</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	City Manager		Initials	Date
Department Head	Thomas H. Muehlenbeck		Executive Director	
Dept Signature:			City Manager	<i>[Signature]</i> 1/28/06
Agenda Coordinator (include phone #): Lynne Jones - 7109				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
AN ORDINANCE OF THE CITY OF PLANO, TEXAS REVISING SECTION 2-107 APPEARANCE BY PAST OFFICER OR EMPLOYEE, ARTICLE IV. CODE OF CONDUCT, CHAPTER 2 ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF PLANO TO CLARIFY THE RESTRICTION FOR FORMER EMPLOYEES RELATING TO APPEARANCES BEFORE THE COUNCIL, BOARDS OR COMMISSIONS AND PROVIDING SERVICES TO THE CITY; PROVIDING A PUBLICATION CLAUSE; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
This Ordinance revises the City's ethics ordinance to clarify the restriction for former employees for appearances before the Council, Boards and Commissions and allowing former employees to contract with the City for goods or services under terms and conditions the City deems appropriate.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
n/a		n/a		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS REVISING SECTION 2-107 APPEARANCE BY PAST OFFICER OR EMPLOYEE, ARTICLE IV. CODE OF CONDUCT, CHAPTER 2 ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF PLANO TO CLARIFY THE RESTRICTION FOR FORMER EMPLOYEES RELATING TO APPEARANCES BEFORE THE COUNCIL, BOARDS OR COMMISSIONS AND PROVIDING SERVICES TO THE CITY; PROVIDING A PUBLICATION CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-107 Appearance by past officer or employee of Article IV. Code of Conduct of Chapter 2 Administration of the Code of Ordinances of the City of Plano provides restrictions for appearing before the City Council or any board or commission by a former employee or representing an interest in a matter that the employee was involved or pending in the department for one (1) year following termination from the City; and

WHEREAS, the City Council desires to revise Section 2-107 to clarify that the restriction for former employees relates to appearances before the City Council, or any board or commission for a decision, action, or other relief on behalf of the former employee or a person or entity they represent and it does not restrict the former employee from providing goods or services to the City.

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

Section I. Section 2-107. Appearance by past officer or employee of Article IV. Code of Conduct of Chapter 2 Administration of the Code of Ordinances of the City of Plano is hereby revised by adding the following subsection:

“(d) Subsection (c) above is intended to preclude a former employee from representing themselves or others before City Council, a board or commission for matters requiring a decision, action or request for relief on matters that were worked on by the employee or pending in the department in which he worked. Subsection (c) does not preclude a former employee in any way from contracting with the City for goods or services on terms and conditions the City deems appropriate.”

Q-2

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

DULY PASSED AND APPROVED this the ____ day of _____, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	01/09/06	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	1/3/06
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	1/3/06
Agenda Coordinator (include phone #):		Irene Pegues (7198)		
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
AN ORDINANCE OF THE CITY OF PLANO, TEXAS, ABANDONING ALL RIGHT, TITLE AND INTEREST OF THE CITY, IN AND TO A PORTION OF THAT CERTAIN 15' WATER EASEMENT RECORDED IN VOLUME 4167 AT PAGE 380 OF THE DEED RECORDS OF COLLIN COUNTY AND BEING SITUATED IN THE H.N. THOMPSON SURVEY, ABSTRACT NO. 896, LOCATED IN THE NORTHEAST CORNER OF THE DALLAS NORTH TOLLWAY AND HEADQUARTERS DRIVE, WHICH IS LOCATED WITHIN THE CITY LIMITS OF PLANO, COLLIN COUNTY, TEXAS; QUITCLAIMING ALL RIGHT, TITLE AND INTEREST OF THE CITY IN A PORTION OF SUCH EASEMENT TO THE ABUTTING PROPERTY OWNER, EDS INFORMATION SERVICES, L.L.C., TO THE EXTENT OF ITS INTEREST; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE, AN EXECUTIVE DIRECTOR, TO EXECUTE ANY DOCUMENTS DEEMED NECESSARY; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
This existing water easement is no longer required since the water line was relocated and a new easement provided.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
location map		n/a		

2-1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, ABANDONING ALL RIGHT, TITLE AND INTEREST OF THE CITY, IN AND TO A PORTION OF THAT CERTAIN 15' WATER EASEMENT RECORDED IN VOLUME 4167 AT PAGE 380 OF THE DEED RECORDS OF COLLIN COUNTY AND BEING SITUATED IN THE H.N. THOMPSON SURVEY, ABSTRACT NO. 896, LOCATED IN THE NORTHEAST CORNER OF THE DALLAS NORTH TOLLWAY AND HEADQUARTERS DRIVE, WHICH IS LOCATED WITHIN THE CITY LIMITS OF PLANO, COLLIN COUNTY, TEXAS; QUITCLAIMING ALL RIGHT, TITLE AND INTEREST OF THE CITY IN A PORTION OF SUCH EASEMENT TO THE ABUTTING PROPERTY OWNER, EDS INFORMATION SERVICES, L.L.C., TO THE EXTENT OF ITS INTEREST; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE, AN EXECUTIVE DIRECTOR, TO EXECUTE ANY DOCUMENTS DEEMED NECESSARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano has been requested to abandon all right, title and interest of the City in and to a portion of that certain 15' water easement recorded in Volume 4167 at Page 380 of the Deed Records of Collin County, Texas, (hereinafter called "Easement") and being situated in the H.N. Thompson Survey, Abstract No. 896, which is located within the City Limits of Plano, Collin County, Texas, and which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Property Owner has filed with the City a Petition for Abandonment, a copy of which is attached hereto as Exhibit "B" (with attached Exhibits) and made a part hereof by reference; which Petition provides that a portion of said Easement is no longer needed; and

WHEREAS, the Engineering Department has advised that a portion of said Easement is no longer needed and that there will be no detrimental effect on the City if a portion of said Easement is abandoned and quitclaimed to the abutting property owner and a portion of said Easement should be abandoned.

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

Section I. All the right, title and interest of the City of Plano, Texas, in and to a portion of that certain 15' Easement, as is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, is hereby abandoned, and all right, title and interest of the City in and to a portion of such Easement is hereby quitclaimed to the abutting Property Owner in accordance with its respective interest. A certified copy of this Ordinance may be recorded in the Collin County Land Records to reflect this abandonment and quitclaim. The City Manager, or in his absence, an Executive Director, is hereby authorized to execute on behalf of the City of Plano,

1-2

Texas, any instruments necessary to complete the abandonment and quitclaim of a portion of such Easement by the City of Plano.

Section II. The abandonment and quitclaim is without prejudice to any and all improvements, facilities, equipment or lines of any public utility, municipal or otherwise, if any, which are presently located within a portion of the Easement. Any such utility shall have the continued right to locate, maintain, repair, reconstruct, preserve or relocate improvements, facilities, equipment or lines in a portion of such Easement.

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

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

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

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**EXHIBIT A
LEGAL DESCRIPTION
WATERLINE EASEMENT ABANDONMENT
0.190 ACRE**

BEING of a tract of land out of the H.N. THOMPSON SURVEY, Abstract No. 896 in the City of Plano, Collin County, Texas, being all of the 18.47 acre tract of land described in deed to EDS Information Services, L.L.C. recorded in Volume 4853, Page 2203 of the Land Records of Collin County, Texas, being part of a Waterline Easement granted the City of Plano recorded in Volume 4167, Page 380 of the Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a point in the north right-of-way of Headquarters Drive (variable width ROW) from which a 5/8" iron rod found for the southeast corner of a corner clip at the intersection of the east right-of-way line of the Dallas North Tollway (300' ROW at this point) and the said north right-of-way of Headquarters Drive bears North 89°55'35" West, a distance of 15.00 feet;

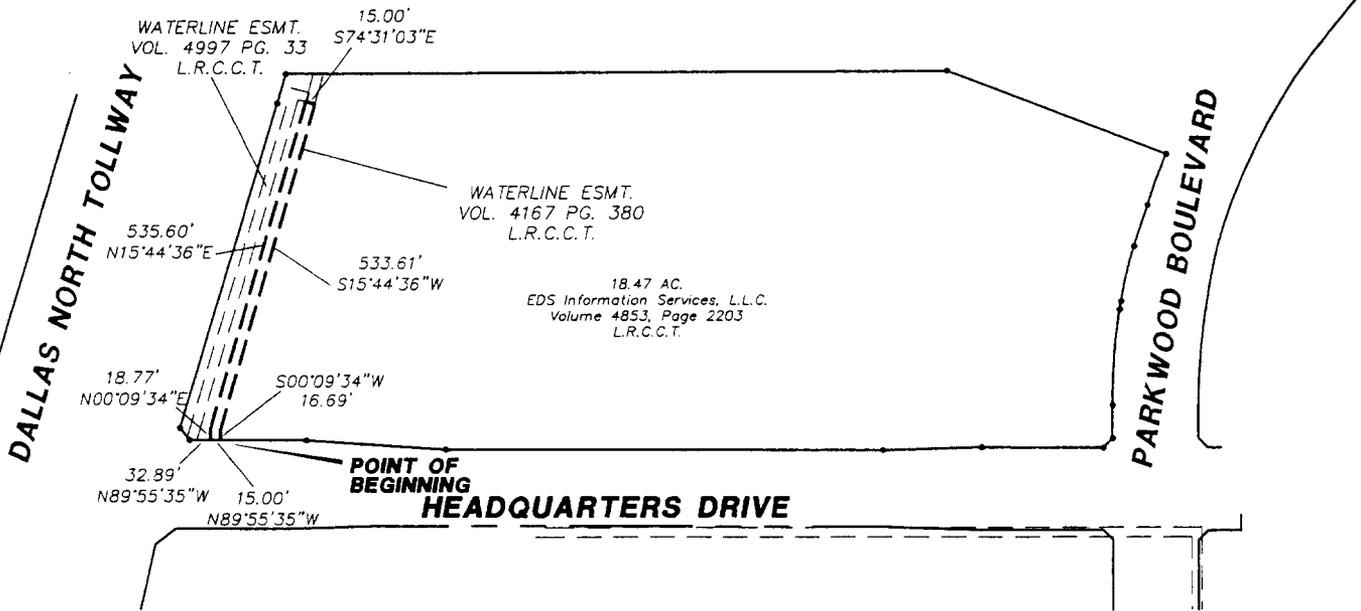
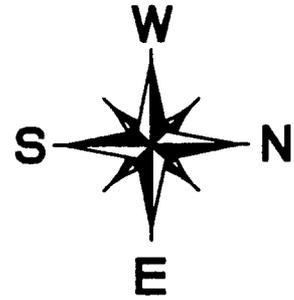
THENCE the following courses and distances to wit:

- North 00°09'34" East, a distance of 18.77 feet to a point for corner;
- North 15°44'36" East, a distance of 535.60 feet to a point for corner;
- South 74°31'03" East, a distance of 15.00 feet to a point for corner;
- South 15°44'36" West, a distance of 533.61 feet to a point for corner;
- South 00°09'34" West, a distance of 16.69 feet to a point in the north right-of-way of said Headquarters Drive;

THENCE with said north right-of-way line, North 89°55'35" West, a distance of 15.00 feet to the **POINT OF BEGINNING** and containing 9,005 square feet or 0.190 acre of land.



12-4



**EXHIBIT DRAWING
 WATERLINE EASEMENT ABANDONMENT
 CITY OF PLANO, COLLIN COUNTY, TEXAS**

2-5

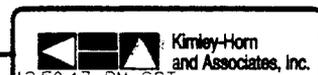


EXHIBIT "B"

PETITION FOR ABANDONMENT

[For Easement Abandonment]

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property abutting **CITY OF PLANO WATER LINE EASEMENT** (hereinafter called "Easement"), more particularly described by metes and bounds in the field note description attached hereto and incorporated herein as **Exhibit "A-1"** do hereby request that the City of Plano, Texas (called "City") abandon a portion of the Easement.

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

IT IS NO LONGER REQUIRED BY THE CITY FOR WATER LINE UTILITIES.

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

DUE TO THE SIZE AND LOCATION OF A PORTION OF THE EASEMENT, IT CURRENTLY HAS A NEGATIVE EFFECT ON THE POTENTIAL DEVELOPMENT OF THE PROPERTY AS AN URBAN TOWN CENTER.

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

12-6

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

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

100% OWNED BY EDS

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

[Remainder of page blank]

EXHIBIT "B"

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

EDS
 Typed Name of Owner

5400 Legacy Drive
 Address

Plano, Texas
 City, State and Zip

Dated: 12/14/05

Stephen Scott (Stephen Scott)
 Signature of Owner

 Typed Name of Owner

 Address

 City, State and Zip

Dated: _____

 Signature of Owner

Contact Person for Property Owners:

Name: _____

Phone No: _____

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EXHIBIT "B"

FOR DEPARTMENTAL USE ONLY

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

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



Charles M. Davis, P.E.
Chief Engineer/Private Development
Engineering Department
City of Plano, Texas

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**EXHIBIT A
LEGAL DESCRIPTION
WATERLINE EASEMENT ABANDONMENT
0.190 ACRE**

BEING of a tract of land out of the H.N. THOMPSON SURVEY, Abstract No. 896 in the City of Plano. Collin County, Texas, being all of the 18.47 acre tract of land described in deed to EDS Information Services, L.L.C. recorded in Volume 4853, Page 2203 of the Land Records of Collin County, Texas, being part of a Waterline Easement granted the City of Plano recorded in Volume 4167, Page 380 of the Land Records of Collin County, Texas and being more particularly described as follows:

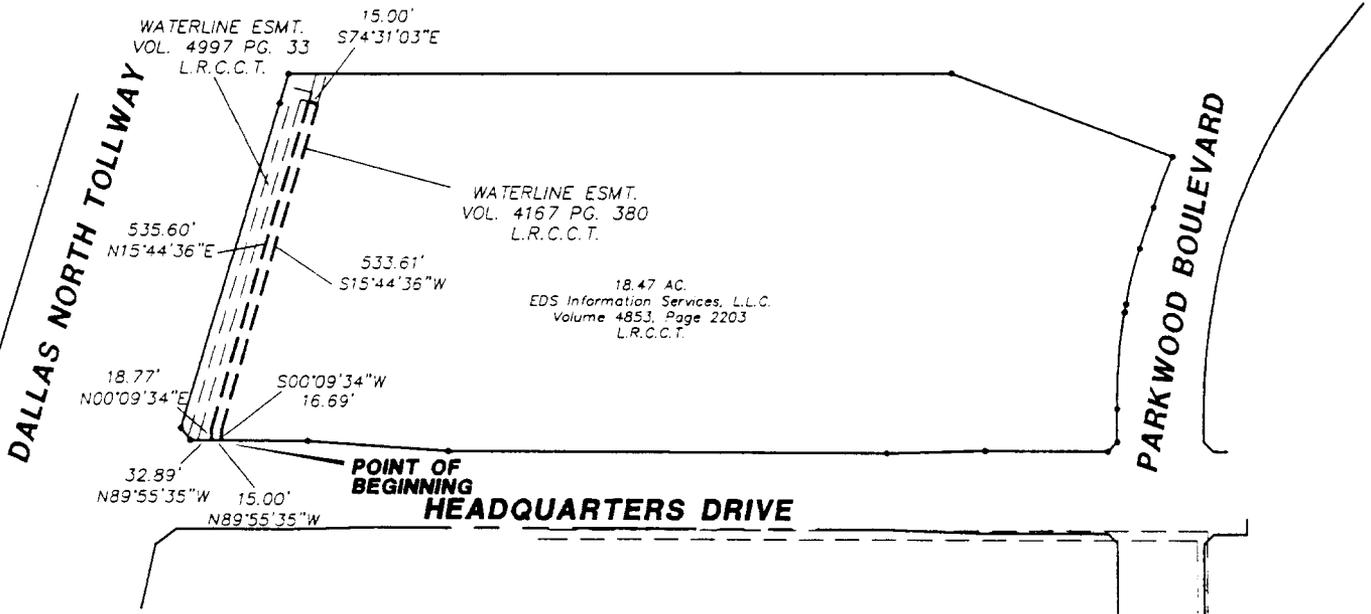
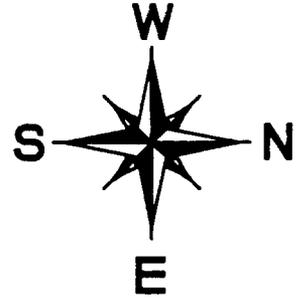
BEGINNING at a point in the north right-of-way of Headquarters Drive (variable width ROW) from which a 5/8" iron rod found for the southeast corner of a corner clip at the intersection of the east right-of-way line of the Dallas North Tollway (300' ROW at this point) and the said north right-of-way of Headquarters Drive bears North 89°55'35" West, a distance of 15.00 feet;

THENCE the following courses and distances to wit:
North 00°09'34" East, a distance of 18.77 feet to a point for corner;
North 15°44'36" East, a distance of 535.60 feet to a point for corner;
South 74°31'03" East, a distance of 15.00 feet to a point for corner;
South 15°44'36" West, a distance of 533.61 feet to a point for corner;
South 00°09'34" West, a distance of 16.69 feet to a point in the north right-of-way of said Headquarters Drive;

THENCE with said north right-of-way line, North 89°55'35" West, a distance of 15.00 feet to the **POINT OF BEGINNING** and containing 9,005 square feet or 0.190 acre of land.

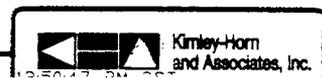


12-10



**EXHIBIT DRAWING
WATERLINE EASEMENT ABANDONMENT
CITY OF PLANO, COLLIN COUNTY, TEXAS**

2-11



GRANTEE'S MAILING ADDRESS:
City of Plano, Texas
P.O. Box 860358
Plano, Texas 75086
Attn: Engineering Department

Copy

Filed for Record in:
Collin County, McKinney TX
Honorable Helen Starnes
Collin County Clerk
On Sep 06 2001
At 8:14am
Doc/Num : 2001- 0111705
Recording/Type:EM 21.00
Receipt #: 29167

8,846 SQ. FT. WATER LINE EASEMENT
(Headquarters Drive Water Line Relocation)

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

THAT EDS INFORMATION SERVICES L.L.C., a Delaware limited liability company, successor in interest to ELECTRONIC DATA SYSTEMS CORPORATION, successor in interest to Quorum Development Corp., whether one or more, hereinafter called "Grantor", of Collin County, Texas, in consideration of the sum of Ten Dollars and No/100 (\$10.00), and other good and valuable consideration, including, without limitation, the further consideration of the benefits to be derived by Grantor on account of the improvements to be made by the City of Plano, Texas, a home rule municipal corporation, hereinafter called "Grantee", in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, does, by these presents, bargain, assign, transfer and sell, without warranties of any kind, express or implied, unto Grantee, the free and uninterrupted use, liberty and privilege of passage in, along, under and upon the non-exclusive water easement (the "Easement") more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes, across one tract of land which are more particularly described in that certain deed to Quorum Development Corp. recorded in Volume 1257, page 760, of the Deed Records of Collin County, Texas (the "Property"). Grantor hereby transfers unto Grantee the Easement and the right to construct, reconstruct and perpetually maintain the Easement, together with all incidental improvements and all necessary laterals in, upon and across the Property and all warranties that might arise by common law, by Texas statute or otherwise with regard to said transfer of the Easement are hereby specifically excluded.

The Easement is hereby transferred for the purpose of constructing, reconstructing, and perpetually maintaining a water system and all incidental improvements and necessary laterals ("Grantee's Facilities") within the above described boundaries. In carrying out the purposes of the Easement, Grantee may make any improvements, modifications or repairs that Grantee deems appropriate or necessary. Grantee may remove from the Easement such fences and other obstructions as may now be found upon the Easement upon notification to Grantor of the location and nature of such fences and other obstructions and Grantor's approval of such removal. Improvement and maintenance of the Easement shall be at the sole expense of Grantee. The Easement shall be maintained in a neat and clean condition.

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The Easement is non-exclusive, and Grantor reserves for Grantor and Grantor's successors, legal representatives and assigns the right to convey the same or other rights and/or easements encumbering or which may encumber the Property to others, so long as such further transfer is subject to the Easement, subordinate to the Grantee's rights hereunder, and does not interfere with Grantee's construction, reconstruction, repair or maintenance of Grantee's Facilities.

In the event that an alternate easement is dedicated by a plat, and alternate infrastructure facilities are provided which are reasonably acceptable to Grantee, then Grantee agrees, that by accepting this Easement and upon approval by the City Council, to abandon all right, title, and interest of the Grantee in and to the Easement provided herein, or any portion thereof, and to quitclaim such right, title, and interest to the abutting property owner(s) in accordance with its (their) respective interest(s).

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

Grantee shall replace, repair and restore any personal property of Grantor or Grantor's employees, guests or invitees, if any, that is injured or damaged by Grantee's negligence or other actionable conduct. The cost of replacing, repairing or restoring such damage or injury shall be at Grantee's sole cost and expense.

In the event of any interference or threatened interference with the Easement, the Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting such interference and commanding compliance hereof, which restraining orders and injunctions shall be obtainable upon proof of the existence of such interference or threatened interference, and without the necessity of proof of inadequacy of legal remedies or irreparable harm, and shall be obtainable only by the parties hereto or those benefited hereby; provided, however, nothing shall be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

No waiver or consent, express or implied, by any party to or of any breach or default by any party in the performance by such party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder until the applicable statute of limitation period has run.

A-13

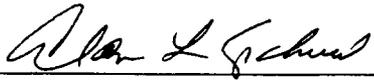
TO HAVE AND TO HOLD unto Grantee, solely for the aforesaid purposes, the Easement across the Property upon the terms, provisions and conditions stated herein. Grantor makes this transfer of the Easement, and Grantee accepts this transfer of Easement, without warranty of any kind express or implied, and any and all warranties that might arise by common law, by Texas statute or otherwise are hereby specifically excluded.

Witness my hand, this _____ day of _____, A.D. 2001.

GRANTOR:
EDS INFORMATION SERVICES L.L.C.
A Delaware limited liability company

By: 
Daniel F. Busch
Title: Director of Real Estate

GRANTEE:
CITY OF PLANO

By: 
Title: City Engineer

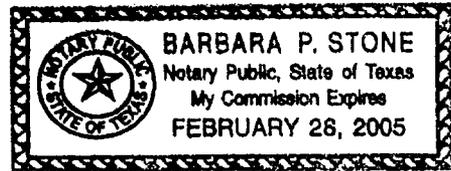
12-14

ACKNOWLEDGMENTS

STATE OF TEXAS :
:
COUNTY OF COLLIN :

This instrument was acknowledged before me on the 3rd day of August 2001, by Daniel F. Busch, Director of Real Estate of EDS Information Services L.L.C., a Delaware limited liability company on behalf of said company.

By: Barbara P. Stone
Notary Public
State of Texas



STATE OF TEXAS :
:
COUNTY OF COLLIN :

This instrument was acknowledged before me on the 15th day of AUGUST, A.D., 2001, by ALAN L. UPCHURCH, CITY ENGINEER of the City of Plano, a Texas home-rule municipal corporation, on behalf of said corporation.



By: Linda Sweeney
Notary Public
State of Texas

AFTER RECORDING
RETURN TO:

City of Plano
Engineering Department
P.O. Box 860358
Plano, Texas 75086-0358

2-15

EXHIBIT "A"

Page 1 of 2

April 23, 2001

CITY OF PLANO

FIELD NOTE DESCRIPTION
FOR
PERMANENT WATER LINE EASEMENT

QUORUM DEVELOPMENT CORPORATION

BEING a parcel of land for permanent water line easement of varying width being over, under and across a tract of land situated in the Hugh N. Thompson Survey, Abstract No. 896 in Collin County, Texas, conveyed as Tract IX to Quorum Development Corporation, by a deed now of record in Volume 1257, Page 760 of the Land Records of Collin County, Texas, said permanent water line easement being described as follows:

BEGINNING at a 5/8-inch iron rod found in the south property line of said Quorum Development Corporation tract and in the north right-of-way line of the Headquarters Drive (140 feet wide) said point bears S 14° 16' 31" W a distance of 595.98 feet from a 1-inch iron rod in concrete found in the northwest corner of said Quorum Development Corporation tract, said 1-inch iron rod in concrete also being in the east right-of-way line of the Dallas North Tollway (300 feet wide);

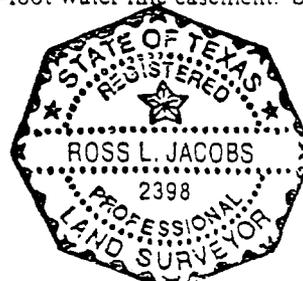
1. THENCE N 37° 24' 17" W, along said corner clip a distance of 5.37 feet to the southeast corner of an existing 15-foot utility easement;
2. THENCE N 16° 09' 39" E, along the east line of said 15-foot utility easement and being parallel with and 15 feet from the west property line of said Quorum Development tract and the east right-of-way line of the Dallas North Tollway, a distance of 544.27 feet to the point of curvature of a curve to the left having a central angle of 00° 25' 51", a radius of 3,984.70 feet and a chord bearing N 15° 56' 51" E;
3. THENCE along said curving easement line a distance of 29.97 feet to a point for corner, said point bearing S 23° 37' 02" E a distance of 23.72 feet from a 1-inch iron rod in concrete found at the northwest corner of said Quorum Development Corporation tract and said iron rod being at the southwest corner of a tract of land conveyed to Granite Properties, Inc. and described as Lot 3, Block A of Granite Park, by a Final Plat now of record in Cabinet M, Page 88 of the Plat Records of Collin County, Texas;
4. THENCE S 74° 31' 21" E, a distance of 28.74 feet to a point for corner, said point being in the west line of an existing 15-foot water line easement;
5. THENCE S 15° 23' 18" W, along the west line of said existing water line easement a distance of 15.00 feet to an angle point;
6. THENCE N 74° 31' 20" W, a distance of 13.83 feet to an angle point;
7. THENCE S 16° 09' 39" W, a distance of 559.50 feet to a point for corner, said point being in the south property line of said Quorum Development Corporation and in the north right-of-way line of Headquarters Drive (140 feet wide);
8. THENCE S 89° 55' 24" W, along said property and right-of-way line a distance of 11.13 feet to the POINT OF BEGINNING and containing 0.2031-acres or 8,846 s.f., more or less.

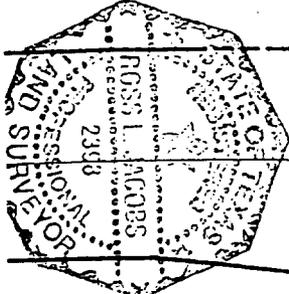
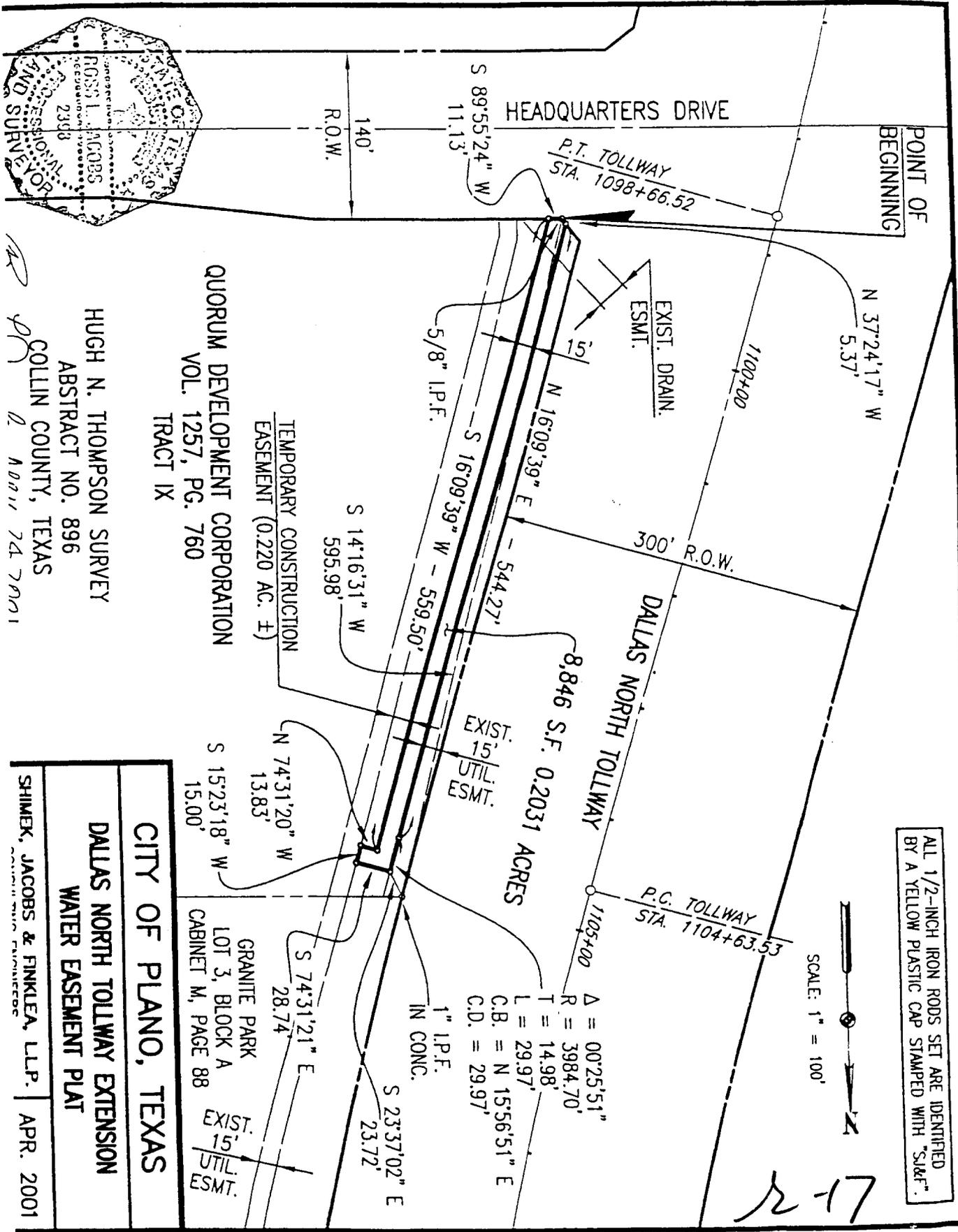
Also a temporary construction easement of variable width being between the east line of the above described permanent water line easement and the west line of the existing 15-foot water line easement. Said temporary construction easement contains 0.220-acres, more or less.

Ross L. Jacobs

Date: APRIL 24, 2001

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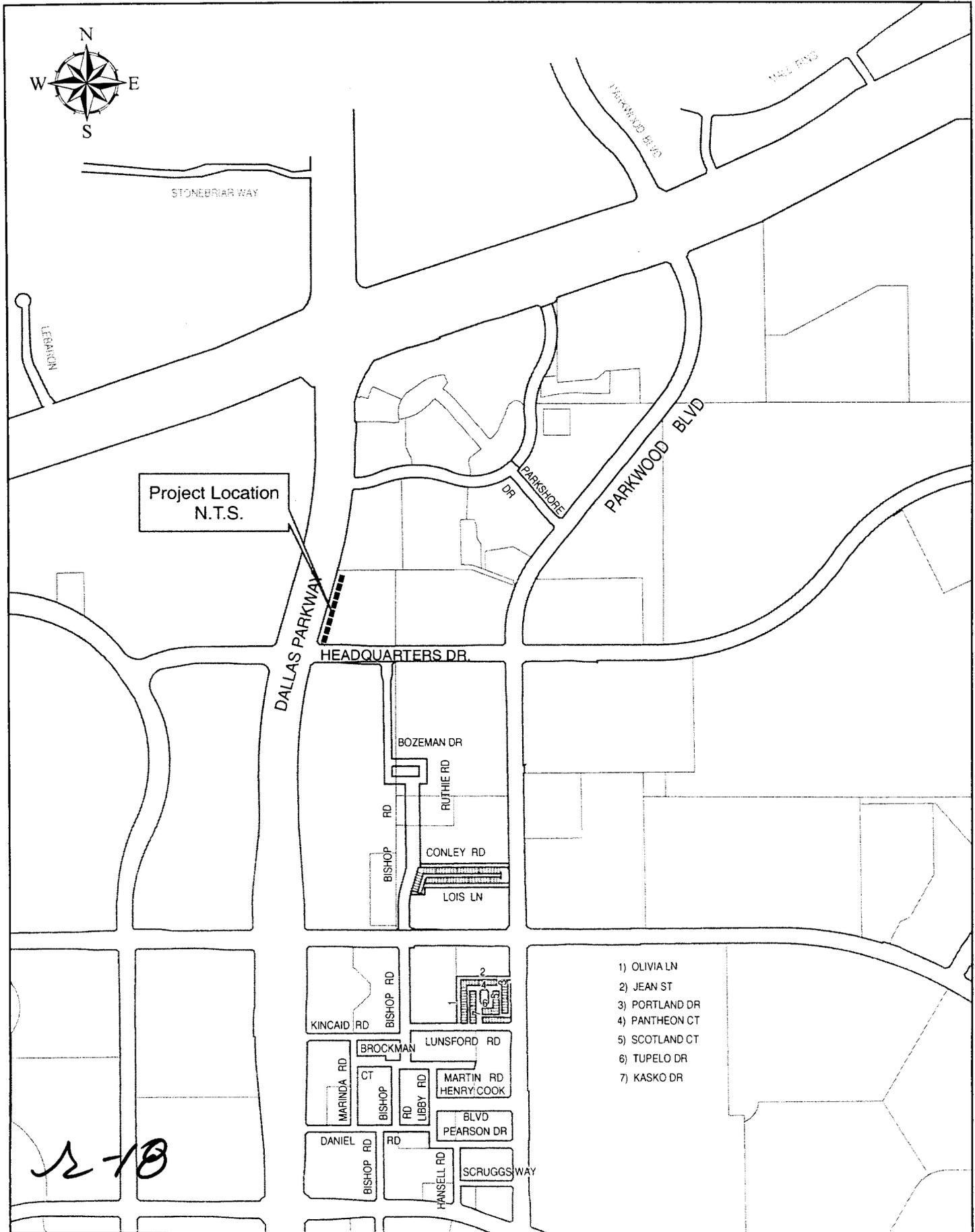
QUORUM DEVELOPMENT CORPORATION
 VOL. 1257, PG. 760
 TRACT IX

HUGH N. THOMPSON SURVEY
 ABSTRACT NO. 896
 COLLIN COUNTY, TEXAS
 APR. 2001

CITY OF PLANO, TEXAS
 DALLAS NORTH TOLLWAY EXTENSION
 WATER EASEMENT PLAT

SHIMEK, JACOBS & FINKLEA, L.L.P.
 APR. 2001

WATERLINE EASEMENT ABANDONMENT



LOCATION MAP



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	1/9/06		Reviewed by Legal: <i>RL</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	Planning		Initials	Date
Department Head	Phyllis M. Jarrell		Executive Director	<i>[Signature]</i> 1/8/06
Dept Signature:	<i>P. Jarrell</i>		City Manager	<i>[Signature]</i> 1/12/06
Agenda Coordinator (include phone #): L. Woodall - 7156				

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

CAPTION

An ordinance of the City of Plano amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, so as to rezone 22.5± acres out of the Benjamin M. Craig Survey, Abstract No. 176, located at the southeast corner of Preston Road and Parker Road in the City of Plano, Collin County, Texas, from Agricultural to Neighborhood Office (O-1), Patio Home (PH) and Single-family attached (SF-A) and granting Specific Use Permit No. 566 for Bank, Savings & Loan, or Credit Union; 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: Greenway-Preston & Parker, LTD.

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

A public hearing was held and the zoning request was approved by City Council on October 24, 2005, by a vote of 7-1.

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

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ORDINANCE NO. _____
(Zoning Case 2005-05)

AN ORDINANCE OF THE CITY OF PLANO AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2004-9-37, AS HERETOFORE AMENDED, SO AS TO REZONE 22.5± ACRES OUT OF THE B. M. CRAIG SURVEY, ABSTRACT NO. 176, LOCATED AT THE SOUTHEAST CORNER OF PRESTON ROAD AND PARKER ROAD IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, FROM AGRICULTURAL TO NEIGHBORHOOD OFFICE (O-1), PATIO HOME (PH) AND SINGLE-FAMILY RESIDENCE ATTACHED (SF-A) AND GRANTING SPECIFIC USE PERMIT NO. 566 FOR BANK, SAVINGS & LOAN, OR CREDIT UNION; 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 24th day of October, 2005, for the purpose of considering rezoning 22.5± acres out of the B. M. Craig Survey, Abstract No. 176, located at the southeast corner of Preston Road and Parker Road in the City of Plano, Collin County, Texas, from Agricultural (A) to Neighborhood Office (O-1) with Specific Use Permit (SUP) for a Bank, Savings and Loan or Credit Union, Patio Home (PH) and Single-Family Residence Attached (SF-A); 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 24th day of October, 2005; 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.

S. J.

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

Section I. The Comprehensive Zoning Ordinance No. 2004-9-37, as the same has been heretofore amended, is hereby further amended so as to rezone 22.5± acres of land out of the B. M. Craig Survey, Abstract No. 176, located at the southeast corner of Preston Road and Parker Road in the City of Plano, Collin County, Texas, from Agricultural to Neighborhood Office (Tracts 1 and 2 - 4.3± acres), Single-Family Residence Attached (Tract 3 - 10.00± acres) and Patio Home (Tract 4 - 7.693± acres), said property being described in the legal description on Exhibit "A" attached hereto.

Section II. The Comprehensive Zoning Ordinance No. 2004-9-37, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 566, allowing the additional use of a Bank, Savings and Loan or Credit Union on 1.836± acres of land located at the southeast corner of Preston Road and Parker Road, said property being described as Tract 1 in the legal description on Exhibit "A" attached hereto.

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 affected 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 9TH DAY OF JANUARY, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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EXHIBIT "A"
LEGAL DESCRIPTION

TRACT 1 - 1.836± acres

Neighborhood Office (O-1) with SUP 566 for Bank, Savings and Loan or Credit Union.

BEING a tract of land situated in the B. M. Craig Survey Abstract No. 176, City of Plano, Collin County, Texas, and being part of a 31.71 acre tract of land conveyed to Vera Harrington by deed recorded in Volume 403, Page 152 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNIG at a point for corner along the southerly right of way line of Parker Road (variable width right of way) and being the northeasterly corner of said tract;

THENCE South 03° 09' 17" East a distance of 229.96 feet to a point for corner;

THENCE South 88° 38' 21" West a distance of 392.49 feet to a point for corner;

THENCE along Preston Road (Variable width right of way) North 01° 21' 39" West a distance of 94.26 feet to a point for corner;

THENCE North 43° 42' 26" East a distance of 141.40 feet to a point for corner;

THENCE North 03° 01' 34" West a distance of 30.00 feet to a point for corner;

THENCE along the southerly right of way line of said Parker Road North 87° 29' 27" East a distance of 285.96 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds are 1.836 acres or 79,974 square feet of land more or less.

TRACT 2 - 2.469± acres

Neighborhood Office (O-1)

BEING a tract of land situated in the B. M. Craig Survey Abstract No. 176, City of Plano, Collin County, Texas, and being part of a 31.71 acre tract of land conveyed to Vera Harrington by deed recorded in Volume 403, Page 152 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a point for corner, said point also being the southerly right of way line of Parker Road (variable width right of way);

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THENCE South 03° 09' 17" East a distance of 229.96 feet to the POINT OF BEGINNING;

BEGINNING at a point for corner along the southerly right of way line of Parker Road (variable width right of way) and being the northeasterly corner of said tract;

THENCE South 03° 09' 17" East a distance of 271.36 feet to a point for corner;

THENCE South 88° 38' 21" West a distance of 400.83 feet to a point for corner;

THENCE along Preston Road (Variable width right of way) North 01° 21' 39" West a distance of 271.22 feet to a point for corner;

THENCE North 88° 38' 21" East a distance of 392.49 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds are 2.469 acres or 107,563 square feet of land more or less.

**TRACT 3 - 10.00± acres
Single-Family Attached (SF-A)**

BEING a tract of land situated in the B. M. Craig Survey Abstract No. 176, City of Plano, Collin County, Texas, and being part of a 31.71 acre tract of land conveyed to Vera Harrington by deed recorded in Volume 403, Page 152 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a point for corner, said point also being the southerly right of way line of Parker Road (variable width right of way);

THENCE South 03° 09' 17" East a distance of 501.32 feet to the POINT OF BEGINNING;

BEGINNING at a point for corner, said point also being the northeasterly most corner of tract;

THENCE South 03° 09' 17" East a distance of 712.96 feet to a point for corner;

THENCE South 42° 02' 03" West a distance of 66.70 feet to a point for corner;

THENCE South 33° 38' 01" West a distance of 73.86 feet to a point for corner;

THENCE South 26° 25' 56" West a distance of 52.59 feet to a point for corner;

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THENCE South 25° 49' 54" West a distance of 185.76 feet to a point for corner;

THENCE South 19° 49' 20" West a distance of 150.77 feet to a point for corner;

THENCE South 38° 01' 19" West a distance of 142.56 feet to a point for corner;

THENCE South 88° 13' 14" West a distance of 80.62 feet to a point for corner;

THENCE along Preston Road (Variable width right of way) North 01° 21' 39" West a distance of 1284.69 feet to a point for corner;

THENCE North 88° 38' 21" East a distance of 400.83 feet to THE POINT OF BEGINNING.

CONTAINING within these metes and bounds are 10.00 acres or 435,600 square feet of land more or less.

TRACT 4 - 7.693± acres
Patio Home (PH)

BEING a tract of land situated in the B. M. Craig Survey Abstract No. 176, City of Plano, Collin County, Texas, and being part of a 31.71 acre tract of land conveyed to Vera Harrington by deed recorded in Volume 403, Page 152 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a point for corner, said point also being the southerly right of way line of Parker Road (variable width right of way);

THENCE South 03° 09' 17" East a distance of 1314.28 feet to the POINT OF BEGINNING;

BEGINNING at a point for corner, said point also being the northeasterly most corner of tract;

THENCE South 03° 09' 17" a distance of 1079.00 feet to a point for corner;

THENCE along the northerly right of way line of Tulane Drive (42.5 foot right of way) South 87° 14' 36" West a distance of 457.32 feet to a point for corner;

THENCE along Preston Road (Variable width right of way) North 01° 21' 39" West a distance of 517.53 feet to a point for corner;

THENCE North 88° 13' 14" East a distance of 80.62 feet to a point for corner;

THENCE North 38° 01' 19" West a distance of 142.56 feet to a point for corner;

THENCE North 19° 49' 20" East a distance of 150.77 feet to a point for corner;

THENCE North 25° 49' 54" East a distance of 185.76 feet to a point for corner;

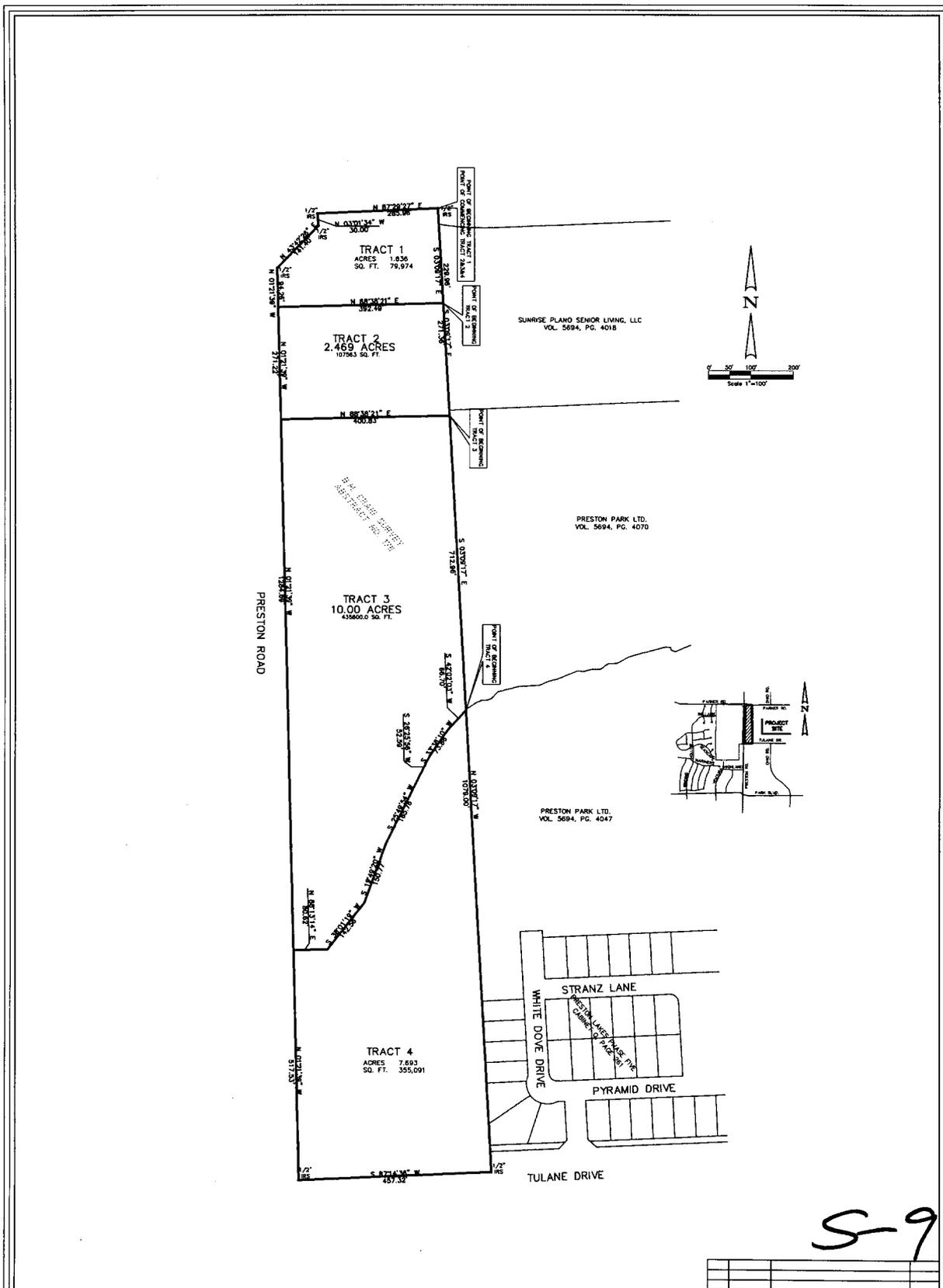
THENCE North 26° 25' 56" East a distance of 52.59 feet to a point for corner;

THENCE North 33° 38' 10" East a distance of 73.86 feet to a point for corner;

THENCE North 42° 02' 03" East a distance of 66.70 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds are 7.693 acres or 355,091 square feet of land more or less.

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Scale : 1" = 100'	Date : 8/28/97
Designed By : W & A	
Drawn By : P.G.J.	
Checked By : S.C.	
File : 1332.DWG	
Project No. : 1332-02	

EXHIBIT
22.445 ACRES

B. M. CRAIG SURVEY, Abstract No. 176
CITY OF PLANO, COUNTY OF COLLIN, TEXAS
GREENWAY INVESTMENT COMPANY
2301 CEDAR SPRINGS ROAD, SUITE 400
DALLAS, TEXAS 75201

No.	DATE	REVISION	APPROV.

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS & SURVEYORS
1300 MILLER ROAD, SUITE 200
DALLAS, TEXAS 75201 (214) 442-1000 FAX (214) 442-1002



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Council Meeting Date: 1/9/06		Reviewed by Legal <i>[Signature]</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Budget & Research		Initials	Date
Department Head	Karen M. Rhodes		Executive Director	
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 1/13/06
Agenda Coordinator (include phone #): E.A.Dorrance x7146				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
AN ORDINANCE OF THE CITY OF PLANO, TEXAS, TRANSFERRING THE SUM OF \$1,326,000 FROM THE WATER & SEWER FUND UNAPPROPRIATED FUND BALANCE TO THE ENVIRONMENTAL WASTE FUND OPERATING APPROPRIATION FOR FISCAL YEAR 2005-06 FOR THE PURPOSE OF PROVIDING ADDITIONAL FUNDING IN THE FORM OF 50% PAYMENT AND 50% LOAN FOR THE ENVIRONMENTAL EDUCATION BUILDING; AMENDING THE BUDGET OF THE CITY AND ORDINANCE 2005-9-12, AS AMENDED, TO REFLECT THE ACTIONS TAKEN HEREIN; DECLARING THIS ACTION TO BE A CASE OF PUBLIC NECESSITY; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	58,857,612	0	58,857,612
Encumbered/Expended Amount	0	0	0	0
This Item	0	1,326,000	0	1,326,000
BALANCE	0	60,183,612	0	60,183,612
FUND(S): WATER & SEWER FUND AND ENVIRONMENTAL WASTE FUND				
COMMENTS: Supplemental appropriations requested to date for the Water & Sewer Fund, including this item, total increases of \$1,326,000.				
STRATEGIC PLAN GOAL: Funding for the Environmental Education Building relates to the City's Goals of "Premier City for Families."				
SUMMARY OF ITEM				
Supplemental Appropriation No. 3				
This supplemental appropriation will allow for additional funding to cover shared costs by the Water & Sewer Fund and the Environmental Waste Fund to be incurred in the Environmental Waste Fund for the Environmental Education Building. Fifty percent (50%) of this additional cost is anticipated to be repaid to the Water & Sewer Fund with Environmental Waste funds.				



**CITY OF PLANO
COUNCIL AGENDA ITEM**

List of Supporting Documents: FY 2005-06 Supplemental Appropriations Log Environmental Waste Loan Repayment Schedule	Other Departments, Boards, Commissions or Agencies

7-2

**FY 2005-06
SUPPLEMENTAL APPROPRIATIONS**

<u>Description</u>	<u>Department</u>	<u>Amount</u>
Supplemental appropriation for additional expenditures in the Disaster Relief Fund as related to Hurricanes Katrina/Rita.	215 - Non-Departmental	\$ 500,000
Supplemental Appropriation for Civil Service Termination Pay	552, 532 - Fire, Police	30,829
TOTAL GENERAL FUND APPROPRIATIONS		<u>\$ 530,829</u>
		<u>\$ -</u>
TOTAL CATV FUND APPROPRIATIONS		<u>\$ -</u>
		<u>\$ -</u>
TOTAL MUNICIPAL DRAINAGE FUND APPROPRIATIONS		<u>\$ -</u>
		<u>\$ -</u>
Supplemental appropriation for a loan to the Environmental Waste Fund for the Environmental Education Building	Loan to Environmental Waste Fund	\$1,326,000
WATER & SEWER FUND		<u>\$ 1,326,000</u>
		<u>\$ -</u>
TOTAL ENVIRONMENTAL WASTE FUND APPROPRIATIONS		<u>\$ -</u>
		<u>\$ -</u>
TOTAL CONVENTION & TOURISM FUND APPROPRIATIONS		<u>\$ -</u>
		<u>\$ -</u>
TOTAL PROPERTY/LIABILITY FUND APPROPRIATIONS		<u>\$ -</u>
		<u>\$ -</u>
TOTAL GOLF COURSE FUND APPROPRIATIONS		<u>\$ -</u>
		<u>\$ -</u>
TOTAL RECREATION FUND APPROPRIATIONS		<u>\$ -</u>
		<u>\$ -</u>
TOTAL INTERNAL SERVICE FUNDS AND OTHER FUNDS APPROPRIATIONS		<u>\$ -</u>
GRAND TOTAL ALL FUNDS		<u>\$ 1,856,829</u>

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ENVIRONMENTAL WASTE LOAN REPAYMENT SCHEDULE
TO THE WATER & SEWER FUND

Amount	\$663,000
Interest	4.00%
Term in Yrs	5
Yrly Pymt	\$148,927.78

Payments	Annual Pmnt	Principal	Interest	Balance
				663,000
1	148,928	122,408	26,520	540,592
2	148,928	127,304	21,624	413,288
3	148,928	132,396	16,532	280,892
4	148,928	137,692	11,236	143,200
5	148,928	143,200	5,728	0

t-4

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, TRANSFERRING THE SUM OF \$1,326,000 FROM THE WATER & SEWER FUND UNAPPROPRIATED FUND BALANCE TO THE ENVIRONMENTAL WASTE FUND OPERATING APPROPRIATION FOR FISCAL YEAR 2005-06 FOR THE PURPOSE OF ADDITIONAL FUNDING IN THE FORM OF 50% PAYMENT AND 50% LOAN FOR THE ENVIRONMENTAL EDUCATION BUILDING; AMENDING THE BUDGET OF THE CITY AND ORDINANCE 2005-9-12, AS AMENDED, TO REFLECT THE ACTIONS TAKEN HEREIN; DECLARING THIS ACTION TO BE A CASE OF PUBLIC NECESSITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano approved and adopted the budget for the City for Fiscal Year 2005-06 setting the appropriations for the Water & Sewer Fund at \$58,857,612; and

WHEREAS, additional funding is required in order for the City of Plano to fund the Environmental Education Building; and

WHEREAS, the City Council deems it to be in the best interest of the City of Plano and its citizens to expend public funds for the environmental education building; and

WHEREAS, such necessary and essential costs cannot be fully met through appropriations in the existing budget; and

WHEREAS, the City Council now finds that additional appropriations to the Water & Sewer Fund for the Environmental Waste Fund Balance Operating Appropriation should be made in order to provide funding for the environmental education building, and that such action is a public necessity.

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

SECTION I. The sum of ONE MILLION THREE HUNDRED TWENTY SIX THOUSAND (\$1,326,000) is hereby transferred in the form of 50% payment and 50% loan from the Water & Sewer Fund Unappropriated Fund Balance to the Environmental Waste Operating Appropriation.

SECTION II. The budget of the City of Plano for Fiscal Year 2005-06 as adopted by Ordinance No. 2005-9-12 and Section I (A.) is amended to reflect the action taken herein.

SECTION III. The actions taken herein are found and declared to be a case of public necessity pursuant to the City Charter Section 9.15.

SECTION IV. This supplemental appropriation Ordinance No. 3 shall become effective immediately from and after the date of its passage.

t-5

Ordinance No. _____

Page 2

**DULY PASSED AND APPROVED THIS THE _____ DAY OF _____,
2006.**

ATTEST:

Pat Evans, **MAYOR**

Elaine Bealke, **CITY SECRETARY**

APPROVED AS TO FORM:

Diane C. Wetherbee, **CITY ATTORNEY**

t-6

DATE: December 20, 2005
TO: Honorable Mayor & City Council 
FROM: Carolyn Kalchthaler, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of December 19, 2005

**AGENDA ITEM NO. 7 - PUBLIC HEARING
ZONING CASE 2005-48
APPLICANT: LINDELL DENHAM**

DESCRIPTION:

A request to grant a new Specific Use Permit for Dance Hall and to rescind the existing Specific Use Permit #29 for Private Club on 0.1± acre located 657± feet west of U.S. Highway 75 and 744± feet east of Premier Drive. Zoned Corridor Commercial with Specific Use Permit #29 for Private Club.

APPROVED: 5-3 **DENIED:** _____ **TABLED:** _____

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

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 submitted.

The commissioners voting in opposition stated concerns about the use as a permanent change, since other users might not be appropriate in this location.

FOR CITY COUNCIL MEETING OF: January 9, 2006 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

BT/pp

xc: Yongshik Kim, FD Enterprises, Ltd.
Lindell Denham, LMDS Enterprises, Inc.
Lynn Woodall, Administrative Support Supervisor

**Recommendation of the
Planning & Zoning Commission
December 19, 2005 Meeting
2nd Vice Chair Report**

Agenda No. 7

Public Hearing: Zoning Case 2005-48

Applicant: Lindell Denham

Description: A request to grant a new Specific Use Permit for Dance Hall and to rescind the existing Specific Use Permit #29 for Private Club on 0.1 +/- acres located 657+/- feet west of US hwy. 75 and 744 +/- feet east of Premier Drive. Zoned Corridor Commercial with Specific Use Permit #29 for Private Club.

Staff Recommendation: Recommended for Approval as Submitted

Commission Action: Approved by a vote of 5-3

STAFF REPORT

The applicant is requesting a SUP for Dance Hall for a teen club in a 5,100 +/- lease space located within Ruisseau Village Shopping Center. This lease space is the former location of Mario's Chiquita's Restaurant. As part of the request, the applicant also proposes to rescind the existing SUP#29 FOR Private Club that was issued to Mario Leal in March 1985. The proposed Dance Hall is consistent with and complements the restaurants and retail shops inside the center. There is adequate parking and circulation for the proposed use.

The current zoning is Corridor Commercial (CC)

APPLICANT

Mr. Lindell Denham, the applicant, stated that the request was to provide a live music venue for teenagers. Operating hours are Monday through Thursday from 6.30 PM to 9.15 PM, Friday and Saturday from 6.30PM to 10.15 PM and Sunday from 1.30 PM to 6.30 PM. Mr. Denham mentioned that the intention was to never have a Texas Alcohol and Beverage Commission (TABC) permit to sell alcohol. He said that there will be a cover charge and the venue will have movie theater type concessions. He wants to provide a venue for teenage bands to play for a teenage audience. Mr. Denham also mentioned that adequate security will be provided and a clean environment will be maintained and the age group targeted is teenagers from 13 to 20. However, Mr. Denham did not know how somebody over 20 could be stopped from coming. According to Mr. Denham no one in this area (Frisco, Allen, McKinney) has applied for this type of venue.

COMMISSION DISCUSSION

Those who spoke in favor gave the following reasons:

- Land use and location are not bad and therefore will support.

Those in opposition state the following:

- Applicant has no experience running this type of facility. The proposed hours of operation will be a stress for parents on weekdays when the teenagers are supposed to be doing homework.
- SUP is attached to land and if the venture is not successful another user can put something objectionable.

Respectfully submitted,

Dennis Abraham
Second Vice Chairman

CITY OF PLANO
PLANNING & ZONING COMMISSION

December 19, 2005

Agenda Item No. 7

Public Hearing: Zoning Case 2005-48

Applicant: Lindell Denham

DESCRIPTION:

A request to grant a new Specific Use Permit for Dance Hall and to rescind the existing Specific Use Permit #29 for Private Club on 0.1± acre located 657± feet west of U.S. Highway 75 and 744± feet east of Premier Drive. Zoned Corridor Commercial with Specific Use Permit #29 for Private Club.

REMARKS:

The requested zoning is to grant a Specific Use Permit (SUP) for Dance Hall and rescind SUP #29 for Private Club. A dance hall is an establishment open to the general public for entertainment, in particular, dancing.

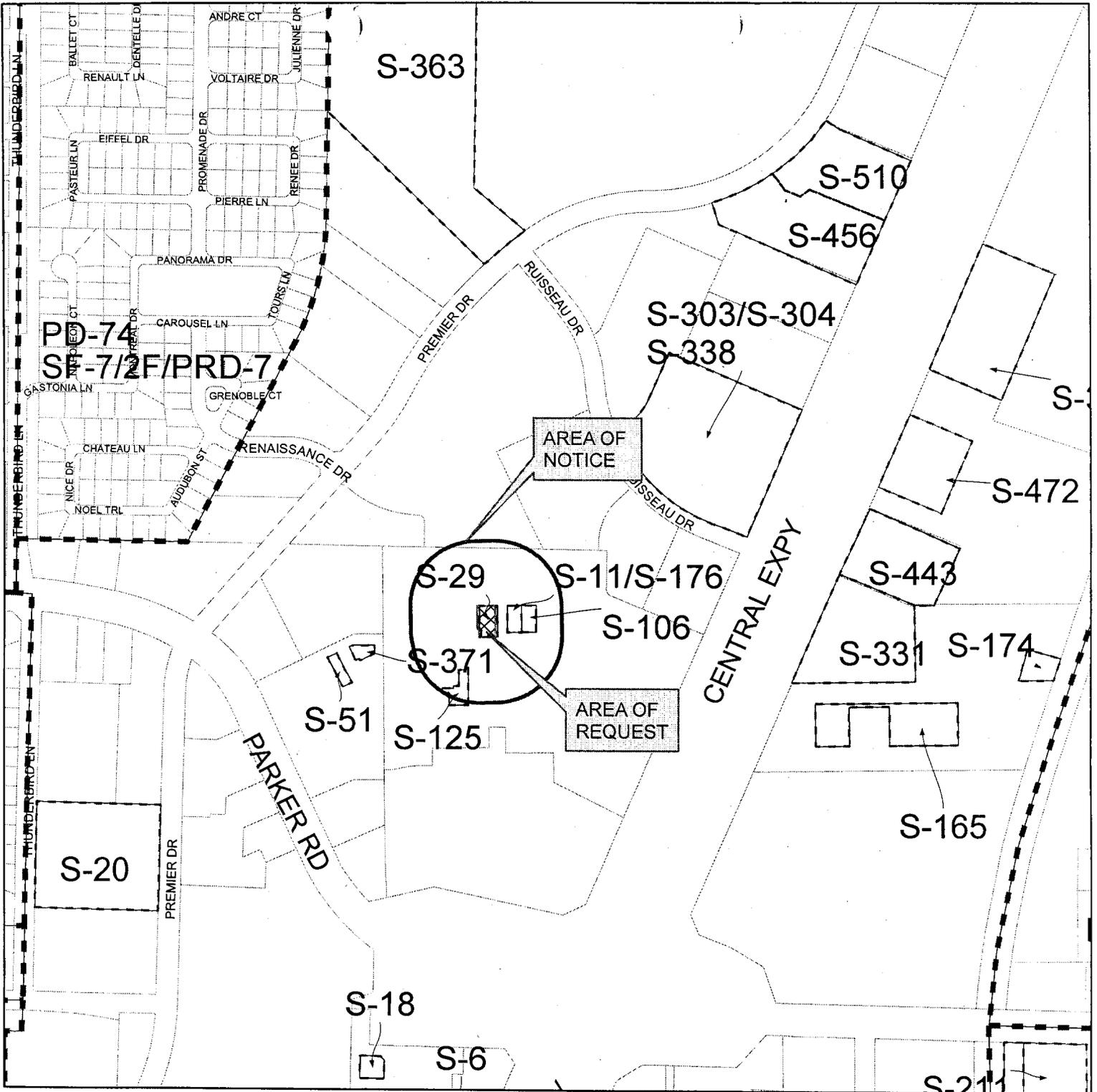
The current zoning is Corridor Commercial (CC) w/SUP #29 for Private Club to serve alcoholic beverages in conjunction with the operation of a restaurant. The CC district is intended to provide for retail, service, office, and limited manufacturing uses within major regional transportation corridors. An SUP authorizes and regulates a use not normally permitted in a district, which could benefit in a particular case the general welfare, provided that adequate development standards and safeguards are established. The existing CC zoning will remain unchanged.

The applicant is requesting an SUP for Dance Hall for a teen club in a 5,100± square foot lease space located within the Ruisseau Village Shopping Center. This lease space is the former location of Mario's Chiquita's restaurant. As part of this request, the applicant also proposes to rescind the existing SUP #29 for Private Club that was issued to Mario Leal in March 1985. The proposed dance hall is consistent with and compliments the restaurants and retail shops inside the center. There is adequate parking and circulation for this proposed use.

RECOMMENDATIONS:

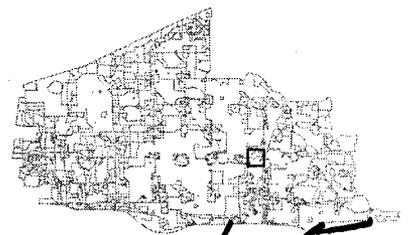
Recommended for approval as submitted.

1-4



Zoning Case #: 2005-48

Existing Zoning: CORRIDOR COMMERCIAL
w/SPECIFIC USE PERMIT #29



1-5



○ 200' Notification Buffer

APPROVAL OF THE ZONING CASE ASSOCIATED WITH THE EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED SURVEY, PLAN, OR PLAN. APPROVAL OF DEVELOPMENT STANDARDS, SHOWS, PERMITS, OR THE UTILIZATION OF THE DEVELOPMENT PROCESS. PLANNING & ZONING COMMISSION, AND/OR CITY COUNCIL ACTION ON APPLICATIONS, PLANS, OR PLANS RELATION TO DEVELOPMENT OF THE PROPERTY SHALL BE COORDINATED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THE ZONING CASE.

Note: Approval of the zoning case associated with the exhibit shall not imply approval of any associated survey, plan, or plan. Approval of development standards, shows, permits, or the utilization of the development process. Planning & Zoning Commission, and/or City Council action on applications, plans, or plans relation to development of the property shall be coordinated as an action separate from action taken on the zoning case.

All Property within 200 Feet Owned by F. D. Enterprises, Inc.

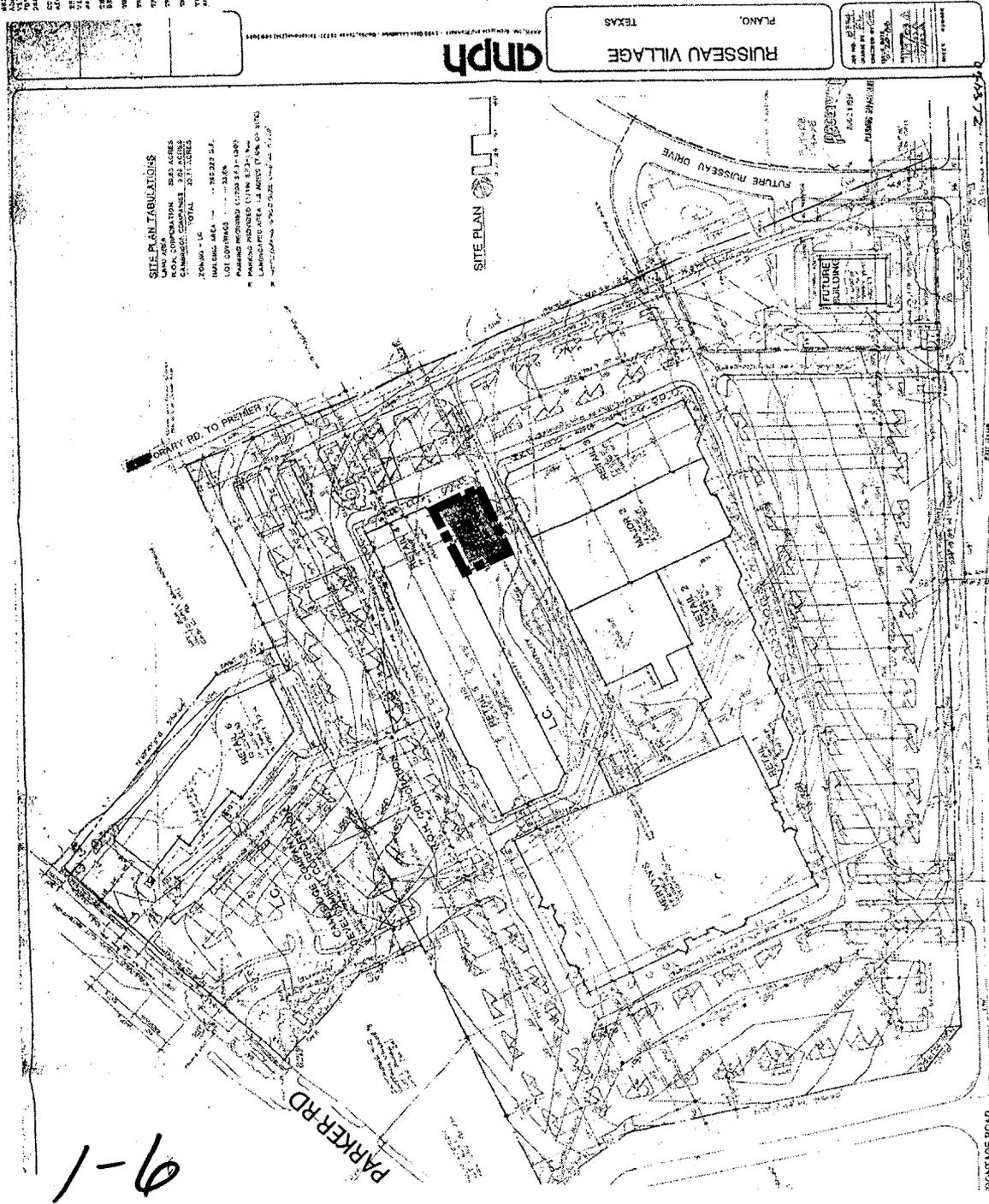
Note: Survey and Plot Plan Per SUP Filed and Granted For Same Property (Zoning Case 84-60) 10/22/1984

Zoning Exhibit
Zoning Case #2005-48
Request for
Specific Use Permit
for
Dance Hall

Being part of Lot 2, Block 1 of Ruisseaux Village
Recorded in Cabinet 33, page 34, Map Records
An addition to the City of Plano
Collin County, Texas
November 16, 2005

OWNER
F. D. Enterprises, Inc.
870 W. Arapaho Road, #14
Richardson, TX 75080
PH: (972) 644-4404
FAX: (972) 644-3105

Applicant
Lincell Denham
ORA LMDS Enterprises, Inc.



SITE PLAN TABULATIONS

LAND AREA	25.34 ACRES
CONCRETE	20.71 ACRES
TOTAL	25.34 ACRES
ZONING - LC	
MARKING AREA	11,562 SF
LOT COVERAGES	11.34%
PERMITTED HEIGHTS (UNDER 100 FT)	30 FT
LANDSCAPED AREA (10% MIN)	2,534 SF

gnph

RUISSIEUX VILLAGE
PLANO, TEXAS

DATE	11/16/05
BY	LD
CHECKED BY	LD
SCALE	AS SHOWN
PROJECT NO.	2005-48
CLIENT	F. D. ENTERPRISES, INC.
LOCATION	870 W. ARAPAHO ROAD, #14, RICHARDSON, TX 75080
DESCRIPTION	DANCE HALL
REVISIONS	

U.S. HWY 75

9-1

ORDINANCE NO. _____
(Zoning Case 2005-48)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 85-3-7, THEREBY RESCINDING SPECIFIC USE PERMIT NO. 29 FOR THE ADDITIONAL USE OF PRIVATE CLUB; AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2004-9-37, AS HERETOFORE AMENDED, TO GRANT SPECIFIC USE PERMIT NO. 572 SO AS TO ALLOW THE ADDITIONAL USE OF DANCE HALL ON 0.1± ACRE OF LAND OUT OF THE DANIEL ROWLETT SURVEY, ABSTRACT NO. 738, LOCATED 657± FEET WEST OF U.S. HIGHWAY 75 AND 744± FEET EAST OF PREMIER DRIVE IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, PRESENTLY ZONED CORRIDOR COMMERCIAL WITH SPECIFIC USE PERMIT NO. 29 FOR PRIVATE CLUB; 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 9th day of January, 2006, for the purpose of considering repealing Ordinance No. 85-3-7, rescinding Specific Use Permit No. 29 for Private Club, and granting Specific Use Permit No. 572 for Dance Hall on 0.1± acre of land out of the Daniel Rowlett Survey, Abstract No. 738, located 657± feet west of U.S. Highway 75 and 744± feet east of Premier Drive in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial with Specific Use Permit No. 29 for Private Club; 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 9th day of January, 2006; and

WHEREAS, the City Council is of the opinion and finds that the rescission of Specific Use Permit No. 29 for Private Club and granting of Specific Use Permit No. 572 for Dance Hall on the aforesaid property would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood;

WHEREAS, the City Council is of the opinion and finds that such change 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. Ordinance No. 85-3-7, duly passed and approved by the City Council of the City of Plano, Texas, on October 22, 1984, granting Specific Use Permit No. 29 for the additional use of Private Club, is hereby repealed in its entirety.

Section II. The Comprehensive Zoning Ordinance No. 2004-9-37, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 572, allowing the additional use of Dance Hall on 0.1± acre of land out of the Daniel Rowlett Survey, Abstract No. 738, located 657± feet west of U.S. Highway 75 and 744± feet east of Premier Drive in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial with Specific Use Permit No. 29 for Private Club, said property being more fully described on Exhibit "A" attached hereto.

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 affectuated 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.

1-8

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

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

PASSED AND APPROVED THIS THE 9TH DAY OF JANUARY, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land situated in the Daniel Rowlett Survey, Abstract No. 738 and being a part of Lot 2, Block 1, of Ruisseau Village, an addition to the City of Plano as recorded in Cabinet D, Page 54, of the Map Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at the most northerly, northeast corner of the aforementioned addition, the following bearings and distances:

THENCE, North 87° 43' 08" West, along the north line of said Ruisseau Village, a distance of 341.03 feet to a point of departure from said line;

THENCE, South, a distance of 177.01 feet to the POINT OF BEGINNING of the herein described tract;

THENCE, South, a distance of 96.00 feet to a point for corner;

THENCE, West, a distance of 49.48 feet to a point for corner;

THENCE, North, a distance of 25.58 feet to a point for corner;

THENCE, West, a distance of 4.77 feet to a point for corner;

THENCE, North, a distance of 70.42 feet to a point for corner;

THENCE, East, a distance of 54.25 feet to the POINT OF BEGINNING and CONTAINING 5,086 square feet of land.

1-10

DATE: December 20, 2005
TO: Honorable Mayor & City Council
FROM: Carolyn Kalchthaler, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of December 19, 2005

**AGENDA ITEM NO. 8 - PUBLIC HEARING
ZONING CASE 2005-49
APPLICANT: CITY OF PLANO**

DESCRIPTION:

A request to rescind Specific Use Permit #230 for Indoor Commercial Amusement on one lot on 13.0± acres located at the northwest corner of 15th Street and Coit Road. Zoned Planned Development-130-General Office with Specific Use Permit #230 for Indoor Commercial Amusement.

APPROVED: 8-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 2 **OPPOSE:** 0

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 submitted.

FOR CITY COUNCIL MEETING OF: January 9, 2006 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

CDD/pp

xc: Lynn Woodall, Administrative Support Supervisor

CITY OF PLANO
PLANNING & ZONING COMMISSION

December 19, 2005

Agenda Item No. 8

Public Hearing: Zoning Case 2005-49

Applicant: City of Plano

DESCRIPTION:

A request to rescind Specific Use Permit #230 for Indoor Commercial Amusement on one lot on 13.0± acres located at the northwest corner of 15th Street and Coit Road. Zoned Planned Development-130-General Office with Specific Use Permit #230 for Indoor Commercial Amusement.

REMARKS:

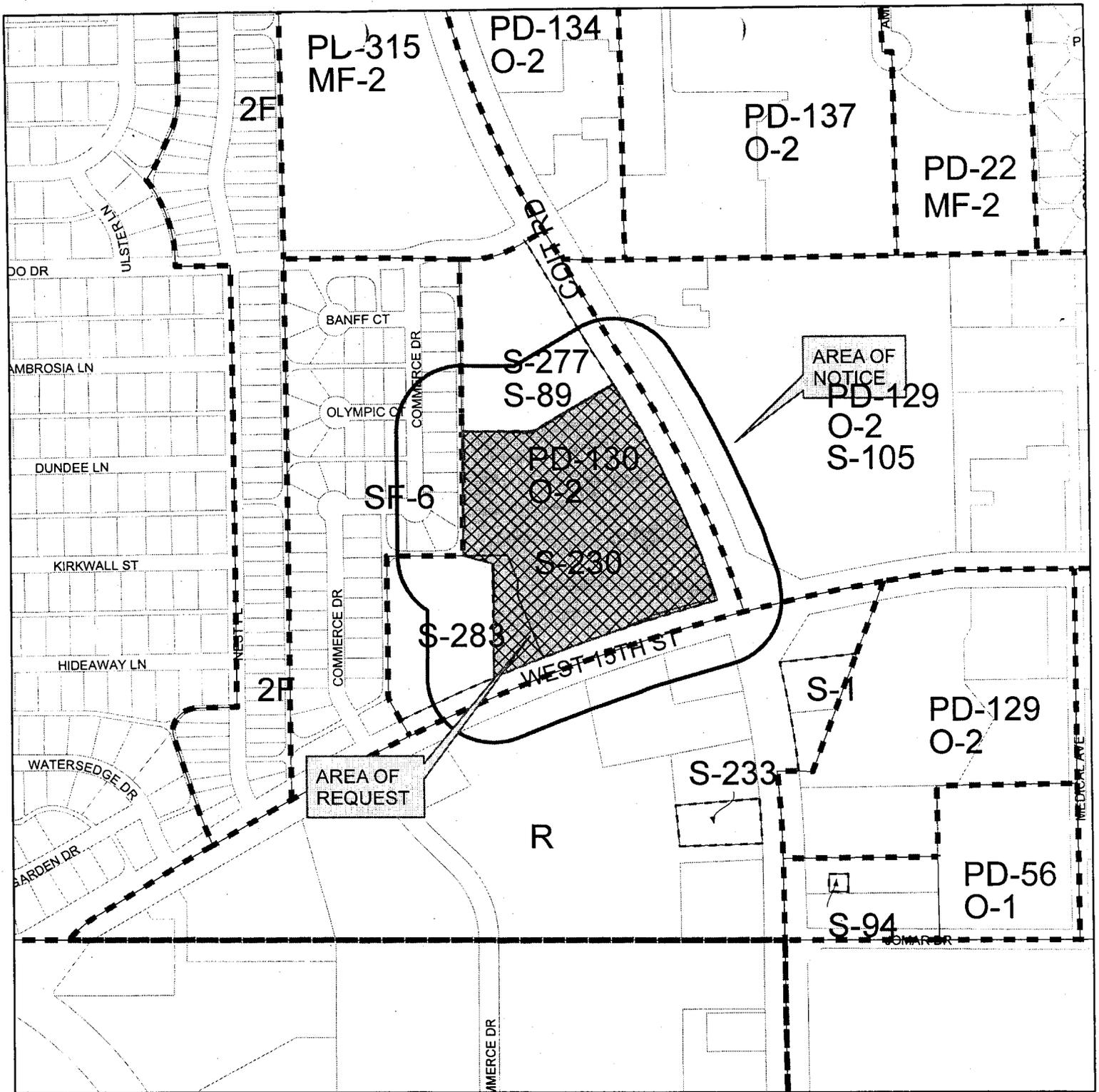
The current zoning is Planned Development-130-General Office with Specific Use Permit #230 for Indoor Commercial Amusement (PD-130-O-2 w/SUP #230). An SUP authorizes and regulates a use not normally permitted in a district, which could benefit in a particular case the general welfare, provided that adequate development standards and safeguards are established. Indoor commercial amusement is defined as an enterprise such as a recreation club, organization, or bingo parlor that provides activities, services, and instruction for entertainment, or arcades. Uses or combinations would typically include bowling alleys, ice or roller skating rinks, bingo parlors, and/or practice areas. SUP #230 was granted in 1993 when an athletic club was proposed in conjunction with medical offices on the site.

The property includes 13.0± acres located at the northwest corner of Coit Road and 15th Street and has been developed with a medical office building. Plans have been approved to build a second medical office building and a parking garage on the site. Since there is no indoor commercial amusement use on site and the property is being used entirely as medical office, the SUP for Indoor Commercial Amusement is unnecessary. This case requests to remove SUP #230 from the property, leaving the remaining PD-130-O-2 zoning in effect.

RECOMMENDATION:

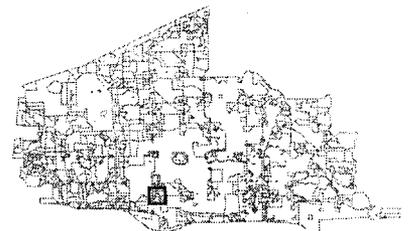
Recommended for approval as submitted.

2-2



Zoning Case #: 2005-49

Existing Zoning: PLANNED DEVELOPMENT-130-
GENERAL OFFICE
w/SPECIFIC USE PERMIT #230



2-3
○ 200' Notification Buffer

ORDINANCE NO. _____
(Zoning Case 2005-49)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 93-9-10; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 230 FOR THE ADDITIONAL USE OF INDOOR COMMERCIAL AMUSEMENT ON ONE LOT ON 13.0± ACRES OF LAND OUT OF THE MARTHA MCBRIDE SURVEY, ABSTRACT NO. 553, LOCATED AT THE NORTHWEST CORNER OF 15TH STREET AND COIT ROAD IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2004-9-37, AS HERETOFORE AMENDED, TO REFLECT SUCH ACTION; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

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 9th day of January, 2006, for the purpose of considering rescinding Specific Use Permit No. 230 for the additional use of Indoor Commercial Amusement on one lot on 13.0± acres of land out of the Martha McBride Survey, Abstract No., 553, located at the northwest corner of 15th Street and Coit Road in the City of Plano, Collin County, Texas; 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 9th day of January, 2006; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Ordinance Specific Use Permit No. 230 for the additional use of Indoor Commercial Amusement would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change 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.

2-5

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

Section I. Ordinance No. 93-9-10, duly passed and approved by the City Council of the City of Plano, Texas, on September 13, 1993, granting Specific Use Permit No. 230 for the additional use of Indoor Commercial Amusement on one lot on 13.0± acres of land out of the Martha McBride Survey, Abstract No. 553, located at the northwest corner of 15th Street and Coit Road in the City of Plano, Collin County, Texas, presently zoned Planned Development-130-General Office with Specific Use Permit No. 230 for Indoor Commercial Amusement, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 230 is hereby rescinded.

Section II. It is hereby directed that the Comprehensive Zoning Ordinance, No. 2004-9-37, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and zoning classification established by this Ordinance.

Section III. 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 IV. The repeal of any ordinance or part of ordinances affected 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 V. 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 VI. 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.

2-6

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

PASSED AND APPROVED THIS THE 9TH DAY OF JANUARY, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

BEING situated in the City of Plano, Collin County, Texas, in the Martha McBride Survey, Abstract No. 553, being part of 28.9982 acres of land conveyed by Gibraltar Savings Association to Ranch Development Company by Second Correction Warranty Deed as recorded in Volume 2969, Page 247 of the Deed Records of Collin County, Texas, being described by metes and bounds as follows:

COMMENCING at an existing iron rod at the northwest corner of the Heritage Manor Nursing Home, recorded in Volume 11, Page 57 of the Collin County Map and Plat Records;

THENCE, South $00^{\circ} 36' 20''$ West, along the west line of said Heritage Manor Nursing Home a distance of 430.06 to an iron rod found at the southwest corner of said Heritage Manor Nursing Home, the POINT OF BEGINNING;

THENCE, South $89^{\circ} 13' 23''$ East, along the south line of said Heritage Manor Nursing Home a distance of 479.69 feet to an iron rod found on the west right-of-way line of Farm Road No. 3193 (Coit Road, 130 foot width);

THENCE, South $29^{\circ} 34' 18''$ East, along the said west right-of-way line, a distance of 45.85 feet to a concrete marker at the beginning of a curve to the right having a central angle of $13^{\circ} 02' 28''$ and a radius of 2,799.79 feet;

THENCE, southerly along the said west right-of-way line and curve to the right of an arc distance of 637.26 feet to an iron rod set on the north right-of-way line of 15th Street (110 foot width) as per plat recorded in Cabinet B, Page 134 of the Collin County Map and Plat records;

THENCE, South $75^{\circ} 20' 36''$ West, along the said north right-of-way line, a distance of 149.37 feet to an iron rod found at the beginning of a curve to the left, from which the radius point bears South $14^{\circ} 39' 06''$ East, 923.01 feet, said curve having a central angle of $02^{\circ} 59' 12''$, a radius of 933.01 feet;

THENCE, southwesterly along said curve to the left and said north right-of-way line an arc distance of 48.64 feet to an iron rod found at the end of said curve;

THENCE, South $72^{\circ} 20' 53''$ West, along said north right-of-way line a distance of 69.80 feet to an iron rod found at the beginning of a curve to the left having a central angle of $08^{\circ} 40' 28''$ and a radius of 4,998.97 feet;

THENCE, southwesterly along the said north right-of-way line and curve to the left an arc distance of 756.84 feet to an iron rod set at the end of said curve;

2-8

THENCE, North 27° 56' 34" West, a distance of 75.00 feet to an iron rod set for a corner;

THENCE, North 00° 26' 00" East, a distance of 439.83 feet to an iron rod set for a corner;

THENCE, South 89° 23' 40" East, a distance of 234.31 feet to an iron rod set for a corner;

THENCE, North 00° 36' 20" East, a distance of 383.53 feet to an iron rod set for a corner, to the POINT OF BEGINNING and CONTAINING 13.042 acres of land, more or less.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 1/9/06		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Planning		Initials	Date	
Department Head	Phyllis M. Jarrell		Executive Director	<i>[Signature]</i> 12/30/05	
Dept Signature:	<i>P. Jarrell</i>		City Manager	<i>[Signature]</i> 12/30/05	
Agenda Coordinator (include phone #): L. Woodall 7156					

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

CAPTION

Consideration of an appeal of Planning & Zoning Commission's denial of a request for a revised site plan for Malaby Addition, Block 1, Lots 1-4 & Outlot 1, & Block 2, Lots 5-10B. Zoned Light Commercial with Specific Use Permit #515 for Recreation Vehicle Sales and Service. Applicant: Plano Marine

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 their December 19, 2005, meeting, the Planning & Zoning Commission denied a revised site plan application from Plano Marine.

Plano Marine had requested approval of a revised site plan for the boat inventory area of their business on K Avenue. The revised site plan proposed to replace the existing fencing with six-foot tall wrought iron (tubular steel) fencing and irrigated living screen. The existing fence along K Avenue is set back approximately 50 feet from the right-of-way line. Along 10th Street, the existing fence is set back approximately 30 feet from the right-of-way line. The revised site plan proposed to reduce the fence setback along K Avenue and 10th Street to ten feet, thereby increasing the area of open storage.

As noted in the staff report, the proposed fence height and open storage within the front yard setback and the gravel surface for open storage will require the applicant to obtain variances from the Board of Adjustment. The Zoning Ordinance stipulates that the Planning & Zoning Commission act upon a site plan prior to the review of a variance request by the Board of Adjustment. As noted above, the Commission denied the revised site plan. The Zoning Ordinance also requires that an applicant pursue all administrative procedures and requirements prior to the Board's consideration of a variance request. Accordingly, the applicant has appealed the denial of the revised site plan to City Council.

3-1



**CITY OF PLANO
COUNCIL AGENDA ITEM**

List of Supporting Documents: Applicant's Letter of Appeal Report from P&Z 2nd Vice-Chair P&Z Follow-up Memo Staff Report Location Map Revised Site Plan	Other Departments, Boards, Commissions or Agencies

3-2

Attn Tom Elgin

PLANO MARINE SERVICE

1105 AVENUE K PLANO, TEXAS 75074
772 (214) 423-3134

12-21-05

To: City of Plano Planning + Zoning

This is a letter of request to appeal the denial
of my request to relocate a fence at 1105 Ave K,
by the Planning + zoning Commission.
Please notify me if I need to do anything else.

Thanks
Bonney Leay

Johnson Mercury
OUTBOARD OUTBOARD

Skeeter Champion
Bass Boats Bass Boats

Stingray
Family Runabouts

Chaparral
Cruisers and Sportboats

**Recommendation of the
Planning & Zoning Commission
December 19, 2005 Meeting
2nd Vice Chair Report**

Agenda No. 15

Revised Site Plan Malaby Addition, Block 1, Lots 1-4& Outlot 1, Block 2, Lots 5-10B

Applicant: Plano Marine

Description: A request for site plan approval subject to variances for fence height, requirement for open storage to not be located within front yard setbacks and requirement for open storage to be placed on asphalt or concrete surface.

Staff Recommendation: Recommended for approval subject to Board of Adjustment granting variances to:

1. The maximum 40 inch height for improvements within the front yard setbacks along K Avenue and 10th Street to permit construction of the six foot tall fence and irrigated living screen.
2. The requirement that open storage not be located within the front yard setbacks to permit open storage in the area between the setback lines and the new fence and irrigated living screen along K-Avenue and 10th Street.
3. The requirement that open storage be placed on asphalt or concrete surface to permit open storage to be placed on a gravel surface in the area between the setback lines and the new fence and irrigated living screen along K-Avenue and 10th Street.

Commission Action: Denied by a vote of 5-3

STAFF REPORT

Plano Marine has been in business at this site for over 50 years. The staff met with the applicant after the item was tabled on December 5th 2005. The Commission had tabled the item based on two tied votes based on motions of denial (Votes 4-4) and another motion to have a compromised setback of 30 feet (Votes 4-4). Based on the staff's meeting with Plano Marine there were no changes made by the applicant to his request for a variance.

APPLICANT

Mr. Greg Ray (Plano Marine), the applicant, stated that his primary objective was to get a favorable response from the Commission to upgrade the property visually and would like to move the fences to have more space as boats are harder to move than cars. Also, Mr.

Ray mentioned that he wants to eliminate multiple fences and convert to one fence and wants to add security.

COMMISSION DISCUSSION

Those who spoke in favor gave the following reasons:

- Hardship is not of the applicant's making. The previous LI-1 zoning would have allowed the fence and setback. The fence is not a hazard or a hardship of the applicant's making as the applicant had vehemently protested the rezoning.
- Let the Board of Adjustments address the issue.
- Concur with staff.

Those in opposition stated the following:

- Applicant has not changed any plans in the last two weeks and the setbacks have always been the rule even through zoning change. There is no hardship and does not want to set a precedent for variances.
- There is enough room on the property in the back and the applicant is not using that space.
- Applicant did not compromise and bad idea in terms of planning.
- City did the rezoning to clean up Ave K and therefore applicant needs to follow setback requirements.

Respectfully submitted,

Dennis Abraham
Second Vice Chairman

DATE: December 20, 2005
TO: Applicants with Items before the Planning & Zoning Commission
FROM: Carolyn Kalchthaler, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of December 19, 2005

**AGENDA ITEM NO. 15 - REVISED SITE PLAN
MALABY ADDITION, BLOCK 1, LOTS 1-4 & OUTLOT 1, & BLOCK 2, LOTS 5-10B
APPLICANT: PLANO MARINE**

DESCRIPTION:

Recreation vehicle sales and service on 14 lots on 3.7± acres located on the west side of K Avenue, north of 10th Street. Zoned Light Commercial with Specific Use Permit #515 for Recreation Vehicle Sales and Service. Neighborhood #67.

APPROVED: _____ **DENIED:** 5-3 **TABLED:** _____

STIPULATIONS:

By a vote of 3-5, the motion for approval failed, thereby denying the request for site plan approval. The commissioners voting in opposition to the request expressed concerns that the proposed screening was insufficient, the request was inconsistent with the efforts to "clean up" K Avenue, and the second consideration of the site plan did not have changes or compromises since the initial consideration.

TE/pp

xc: Benny Ray, Plano Marine
Helmberger Associates

3-6

CITY OF PLANO
PLANNING & ZONING COMMISSION

December 5, 2005

Agenda Item No. 8

Revised Site Plan: Malaby Addition, Block 1, Lots 1-4 & Outlot 1, &
Block 2, Lots 5-10B

Applicant: Plano Marine

DESCRIPTION:

A recreation vehicle dealer on 14 lots on 3.7± acres located on the west side of K Avenue, north of 10th Street. Zoned Light Commercial with Specific Use Permit #515 for Recreation Vehicle Sales & Service. Neighborhood #67.

REMARKS:

Plano Marine has been in business at this site for over fifty years. In 2003, a city-initiated zoning rezoned the property from Light Industrial-1 (LI-1) to Light Commercial (LC). Specific Use Permit #515 for Recreation Vehicle Sales and Service was also granted at that time.

The area of the request is the boat inventory (open storage) portion of the Plano Marine business. The boats are stored on a gravel surface. The inventory is partially fenced with various types and heights of fences (chain-link, wrought iron, tubular steel, etc.) Open storage may not be placed in the front yard setback, and accordingly, the existing fence along K Avenue is setback 50 feet from the right-of-way, and the existing fence along 10th Street is set back 30 feet from the right-of-way.

The site plan proposes to replace the existing fencing with six-foot tall wrought iron (tubular steel) fencing and irrigated living screen. Access and security gates are also proposed. The new fence and irrigated living screen along K Avenue and 10th Street is proposed to be set back ten feet from the property/right-of-way line, thereby increasing the area of open storage.

The former LI-1 zoning permits fences up to eight feet in height to be constructed within the front yard setback; however, this standard does not apply to the LC district. Generally, within the front yard setback of the LC district and most other zoning districts, the maximum height for a fence or other improvements is 40 inches. To construct the fences in the locations as proposed along K Avenue and 10th Street, the applicant must be granted a variance from the Board of Adjustment. Staff supports the applicant's request for a variance to the maximum 40-inch fence height permitted within the front yard setback, because this height is insufficient to visually or securely screen the boat inventory.

Open storage regulations require that all open storage be screened from the view of adjacent streets. Please note that the Zoning Ordinance does not require that outside display be screened. As with automobile dealerships, the applicant may display boats that are visible from K Avenue and 10th Street. Open storage and outside display cannot be located within the front yard setback and must be placed on a concrete or asphalt surface. The proposed location of the fencing along K Avenue and 10th Street would permit open storage to encroach into the front yard setback. The applicant proposes to continue the existing gravel surface into the open storage expansion area. To permit open storage to encroach into the front yard setbacks along K Avenue and 10th Street, and to permit open storage to be placed on a gravel surface, the applicant must be granted variances from the Board of Adjustment. Staff support's the applicant's request for variances to the open storage regulations because the proposed fence and irrigated living screen will provide appropriate screening of open storage in compliance with open storage standards that are not provided by the existing "open" fencing.

As noted above, the applicant will need to obtain variances to construct the improvements on the site as proposed. Variances are modifications of the strict terms of the Zoning Ordinance, which is the authority of the Board of Adjustment. The Board may make "adjustments" to height, yard, area, and other zoning standards upon finding of hardship unique to a particular property and/or situation. Plano's Zoning Ordinance requires that the Planning & Zoning Commission act upon a site plan prior to the review of the variance request by the Board of Adjustment. The Planning & Zoning Commission may deny the site plan as proposed or may approve the site plan subject to the Board of Adjustment granting the appropriate variances.

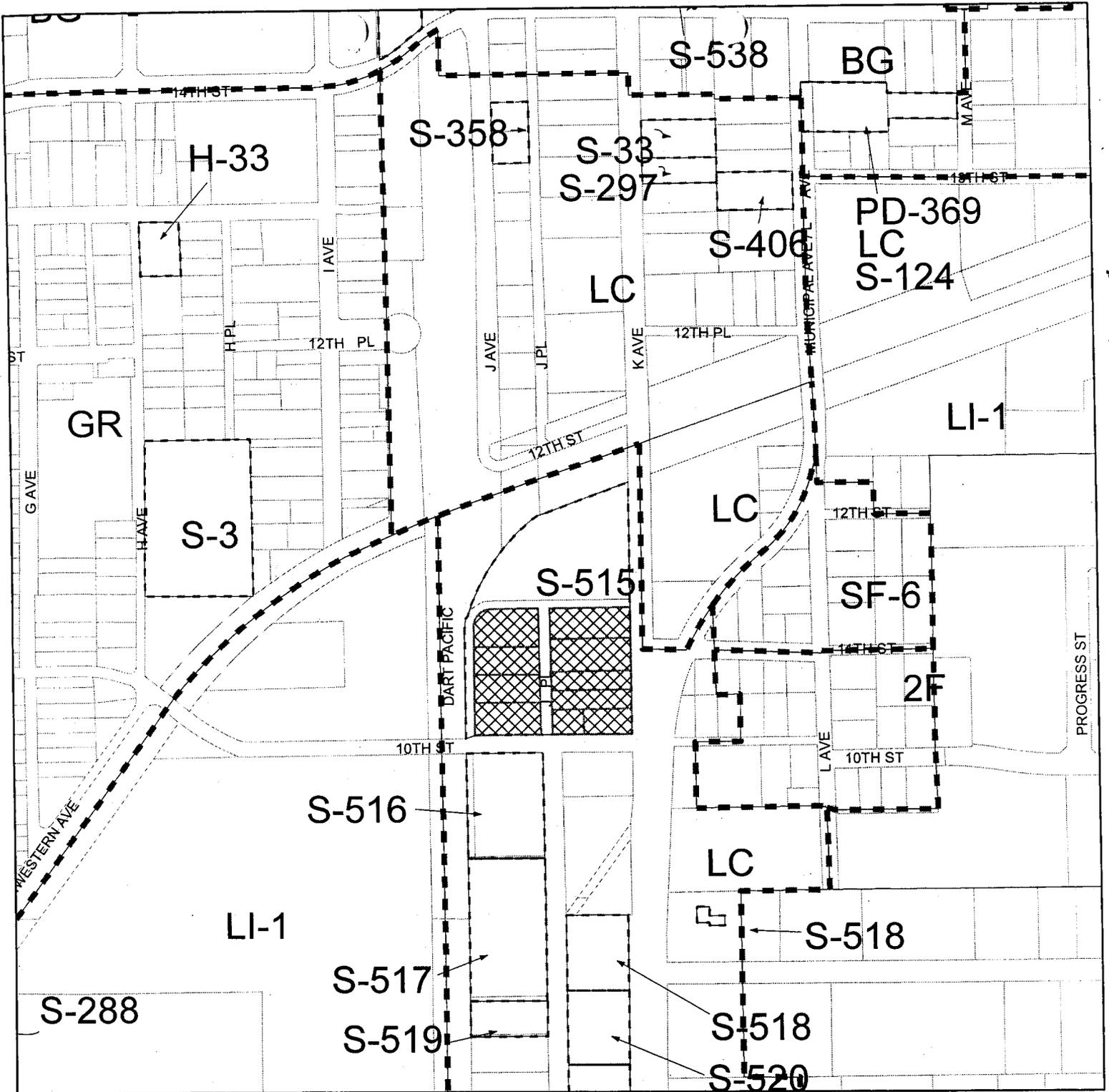
3-8

RECOMMENDATION:

Recommended for approval subject to the Board of Adjustment granting variances to:

1. The maximum 40-inch height for improvements within the front yard setbacks along K Avenue and 10th Street to permit construction of the six-foot tall fence and irrigated living screen.
2. The requirement that open storage not be located within front yard setbacks to permit open storage in the area between the setback lines and the new fence and irrigated living screen along K Avenue and 10th Street.
3. The requirement that open storage be placed on an asphalt or concrete surface to permit open storage to be placed on a gravel surface in the area between the setback lines and the new fence and irrigated living screen along K Avenue and 10th Street.

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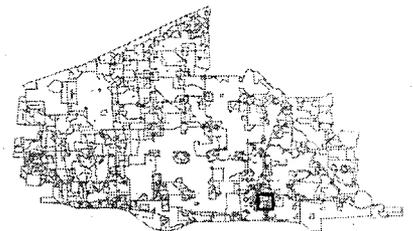
Item Submitted: REVISED SITE PLAN



Title: MALABY ADDITION
BLOCK 1, LOTS 1-4 & OUTLOT 1
& BLOCK 2, LOTS 5-10B

3-10

Zoning: LIGHT COMMERCIAL
w/SPECIFIC USE PERMIT #515



○ 200' Notification Buffer



