

PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M., MARCH 16, 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

Legal Advice	Wetherbee	10 min
A. Respond to questions and receive legal advice on agenda items		

PRELIMINARY OPEN MEETING

I. Consideration and action resulting from executive session discussion	Council	5 min.
II. Board and Commission Appointment Process	Bealke	15 min.
III. Personnel Appointments Keep Plano Beautiful	Council	5 min.
IV. Council items for discussion/action on future agendas	Council	5 min.
V. Consent and Regular Agenda	Council	5 min.
VI. 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: March 16, 2006

CALL TO ORDER: 7:00 p.m.

INVOCATION: Sr. Pastor Jeff Jones
Fellowship Bible Church North

PLEDGE OF ALLEGIANCE: Brownie Troop 1904
Mendenhall, Meadow, Forman & Dooley
Elementary Schools

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>Proclamation: American Red Cross Month – 2006</p> <p>Special Recognition: Council’s Volunteer of the Month</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>Cultural Affairs Commission, Alex Johnson, Vice Chair</p> <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>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p><u>Approval of Minutes</u></p> <p>February 20, 2006 February 27, 2006</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>	
(b)	<p>Bid No. 2006-60-C for an annual fixed price contract for Median and Right-of-Way Maintenance - Preston Road/Spring Creek Parkway to Dyna-Mist in the estimated annual amount of \$73,817. This will establish a two (2) year contract with three (3) City optional one (1) year renewals.</p>	
(c)	<p>Bid No. 2006-57-C for an annual fixed price contract for Median and Right-of-Way Maintenance – U.S. 75/North Dallas Tollway to Dyna-Mist in the estimated annual amount of \$82,532. This will establish a two (2) year contract with three (3) City optional one (1) year renewals.</p>	
(d)	<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>	
(e)	<p>To authorize the purchase of four (4) Toro Workman Utility Vehicles with Grooming Attachments in the amount of \$92,709 from Professional Turf Products through the Texas Association of School Board Cooperative Purchasing Buyboard contract and authorizing the City Manager to execute all necessary documents. (225-05)</p>	
(e)	<p>To authorize the purchase of a service contract for IBM network servers in the amount of \$35,209 from IBM Direct through a Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-190).</p>	
(f)	<p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p>	
(f)	<p>To approve the terms and conditions of an architectural services contract by and between the City and Wiginton Hooker Jeffry, P.C., in the amount of \$1,037,950 for City of Plano Fire Station No. 12 and Emergency Operations Center and Storage Complex, and authorizing the City Manager to execute all necessary documents.</p>	
(g)	<p>Change Order: (Change to current City of Plano contract allowable under State law)</p>	
(g)	<p>To McMahon Contracting, L.P., increasing the contract by \$48,439 for Tollroad Service Road – Spring Creek Parkway to Headquarters Drive, Change Order No. 5 (Original Bid No. B035-05).</p>	
(h)	<p>Reimbursement of Oversize Participation</p> <p>To approve and authorize reimbursement to KB Home Lone Star L.P. for oversize participation for paving and drainage improvements and park land cost associated with the construction of Oak Point Estates in the amount of \$96,321.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>Approval of Election Contract</p> <p>(i) To approve a contract made and entered into by and between the City of Plano and the Board of Trustees of the Plano Independent School District and Sharon Rowe, the Elections Administrator of Collin County, Texas, pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, regarding the coordination, supervision, and running of the City's May 13, 2006, General and Special Elections in the estimated amount of \$19,440.</p> <p><u>Adoption of Resolutions</u></p> <p>(j) 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, 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>(k) To approve the terms and conditions of modifications to the funding agreements by and between Plano Art Association, Plano Children's Theatre, Plano Civic Chorus, Plano Community Band, Plano Symphony Orchestra, The Classics and the City of Plano; authorizing their execution by the City Manager; and providing an effective date.</p> <p>(l) To continue abatement of show-cause and accepting settlement with TXU Electric Delivery; and providing an effective date.</p> <p><u>Adoption of Ordinances</u></p> <p>(m) To abandon all right, title and interest of the City, in and to a portion of that certain 12 foot drainage easement on Lot 11, Block C of Crystal Creek Addition as recorded in Cabinet M at Page 566 of the Land Records of Collin County and being situated in the Collin County School Land Survey, Abstract No. 153, located east of Ohio Drive and north of Hedgcoxe Road which is located within 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, Steve and Belinda G. Pittard, to the extent of their interests; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date.</p> <p>(n) To abandon all right, title and interest of the City, in and to a portion of that certain 10-foot wide water easement from Legacy Drive north approximately 40 feet, being situated in the Henry Cook Survey, Abstract No. 183, which is located in 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, The Shops at Legacy (North), L.P., to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
<p>(o)</p> <p>(p)</p> <p>(1)</p> <p>(2)</p>	<p>To abandon all right, title and interest of the City, in and to that certain 2977 square foot Right-of-Way Dedication recorded in Volume 6071 at Page 1342 of the Land Records of Collin County, Texas and being situated in the Daniel Rowlett Survey, Abstract No. 738, located on the west side of Central Expressway (U.S. Highway 75) south of Chase Oaks Boulevard, which is located in the City Limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such Right-of-Way to the abutting property owner, Fairview Farm Land Company, Ltd., to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date.</p> <p>To amend Section 11-144(a) of Article IV Peddlers and Solicitors of Chapter 11, Licenses and Business Regulations of the Code of Ordinances of the City of Plano to prohibit the distribution of handbills in the public right of way within 1000 feet of designated intersections in the City of Plano; providing a penalty clause, a severability clause, a repealing clause and a publication clause; 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> <p>Public Hearing and consideration of an ordinance to establish and designate a certain area as Reinvestment Zone No. 92 for a tax abatement consisting of a 23.828 acre tract of land located at 1000 Coit Road in the City of Plano, Texas; establishing the boundaries of such zone, ordaining other matters relating thereto and providing an effective date.</p> <p>A resolution 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 and Countrywide Home Loans, Inc., a New York Corporation, and providing for a business personal property and real property tax abatement, located at 1000 Coit Road, Plano, Texas, and authorizing its execution by the City Manager; and providing an effective date.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



Pat Evans
Mayor

Scott Johnson
Mayor Pro Tem

Sally Magnuson
Deputy Mayor Pro Tem

Shep Stahel
Place 1

Loretta Ellerbe
Place 3

Harry LaRosiliere
Place 5

Jean Callison
Place 7

Thomas H. Muehlenbeck
City Manager

March 8, 2006

Mayor Pat Evans
City Council Members
City of Plano
Plano, TX 75078

Honorable Mayor and City Council:

We will begin our meeting on **Thursday** evening with legal advice from the City Attorney.

The Preliminary Open Meeting agenda consists of discussion regarding the Board and Commission process and appointment to the Keep Plano Beautiful Commission.

I look forward to seeing you Thursday evening.

Sincerely yours,


Thomas H. Muehlenbeck
City Manager

THM/bn

MEMO

DATE: March 6, 2006

TO: Honorable Mayor and City Council
City Manager Muehlenbeck

FROM: Elaine Bealke, City Secretary
Di Zucco, Assistant City Secretary 

RE: Board and Commission Appointment Process

Utilizing the process in place for the 2005 Board/Commission appointments, the following timeline for 2006 is submitted for Council consideration:

- June City Secretary Staff will determine board members' availability and desire for reappointment and Liaison Staff will provide recommendations. City Secretary Staff will provide Council with attendance information.
- July Utility bill insert with application. Weight restrictions limit the size of the insert to its current format. Application will be available on the web site. (Information regarding vacancies will not be available until the Council makes member reappointment decisions July 24.)
- Staff will provide to Council board member availability/desire and Council will determine reappointments at the July 24 meeting.
- July 28 - Publish board vacancies in the Plano Star Courier and submit information to PTN and web site. The publication will only indicate those boards where openings exist. Utilize web site giving information for contacting appropriate Staff to field questions for potential applicants when considering which board they wish to apply for and for which they might be qualified.
- August Receptions – Last year an evening reception was held at the Plano Star Center on the Thursday prior to the budget workession and an afternoon reception was held in conjunction with the worksession on Saturday afternoon. The 2005 receptions were structured as job fairs with booths for those boards with openings and included a representative from each board along with informational sheets. A separate table was provided for those boards that did not have any openings.
- In 2005 the application flyer was arranged to distinguish those boards not making appointments during the process. The proposed application deadline for 2006 would be August 25 with board/commission books distributed to the Council on September 1.
- September Council votes on appointments on September 11 with any remaining openings being considered on September 25. Applicants are sworn in on October 9 and certificates presented October 23.

BOARD/COMMISSION APPOINTMENT
DRAFT SCHEDULE FOR 2006

Event	Target Date	Council Date
June – Letters to board members whose terms expire in 2006 to determine reappointment interest	June 2006	
Mail Utility Inserts without listing of vacancies	July 2006	
Attendance through 6/15/06 to Council	6/23	
Council liaisons make recommendations for reappointments		7/24 reappointments
Finalize vacancy list	7/24	
Publish list of vacancies in newspaper	7/28	
Flyer, application and list of vacancies available on the City's web site and PTN	Early August	
Candidate Receptions with Council PROPOSED DATES - - -	Thursday, August 17, 2006 PSA Star Center - 6-7 p.m. Saturday, August 19, 2006 Plano Municipal Center - 2-3 p.m.	
Application Deadline (or changes)	8/25	
Staff screens candidates and distributes applications to Council	9/01	
Council appoints new members		9/11
Council completes any appointments left from 9/11 meeting		9/25
Swearing-in ceremony		10/9
Orientation week	10/9 – 10/13	
Certificates of Appreciation		10/23
New members assume office	November 2006	

MAYOR'S MESSAGE



Pat Evans

The City of Plano Boards and Commissions Program is the backbone of our governance process. Each group is made up of dedicated volunteers who share their time and expertise with the community. We encourage caring people to answer the call to take an active role in building a strong and effective municipal government.

I hope you will take a few minutes to review this newsletter and learn more about the opportunities that await you. The rewards of serving your City are immeasurable, both personally and professionally.

If you feel you can contribute, please fill out the enclosed application and join us for one of the two Boards and Commissions receptions. The City Council and I look forward to having the opportunity to meet and visit with you at one of the receptions about the contributions you can make to our community.

GENERAL INFORMATION

The Plano City Council is seeking committed individuals, dedicated to the present and future well-being of Plano, to serve on the City's standing Boards, Commissions and Committees.

All appointees to City Boards, Commissions and Committees must:

- Be residents of the City for at least 12 consecutive months prior to appointment to a board or commission;
- Have a current and valid voter registration;
- Adhere to a Code of Conduct;
- Applicants for final decision-making boards cannot have financial interest in a contract with the City;
- Have no indebtedness to the City (i.e., unpaid taxes, library fines, etc.); and
- Attend at least 75% of regular meetings.

In general, it is City Council's policy to appoint persons to a maximum of two terms, however all appointments are made at the discretion of the Council. Please contact the City Secretary's Office or any Council Member for additional information regarding term limitations.

All individuals interested in serving on a Board or Commission are asked to attend one of the receptions listed below:

- Thursday, August 11, 2005, 6-7 p.m.**
PSA StarCenter, 6500 Preston Meadow
- Saturday, August 13, 2005, 2-3 p.m.**
Plano Municipal Center, 1520 K Avenue

BOARDS & COMMISSIONS OVERVIEW

BOARD DESCRIPTIONS

The following dates and times are regularly scheduled meetings and *do not include additional called meetings*. For additional meeting and eligibility information, call the City Secretary's Office at (972) 941-7120. Basic responsibilities of each Board, Commission and Committee include, but are not limited to:

The following boards and commissions are included in the annual appointment process this year.

Animal Shelter Advisory Committee
7 members 2 year terms
Meetings: 4 times per year
Tentative Dates: Jan., Apr., July & Oct.
(other meetings at discretion of Chair)
Plano Municipal Center, 1520 K Ave.

Promotes awareness of services, procedures and compliance with state regulations. Recommends programs, services and improvements. Members consist of 1 licensed veterinarian, 1 municipal official, 1 person officiating daily at an animal shelter/serving as the City of Plano Animal Services Manager, 1 representative from an animal welfare organization, and the remainder Plano residents.

Board of Adjustment
5 members, 4 alternates 2 year terms
Meetings: 6 p.m., 2nd & 4th Tuesdays
Plano Municipal Center, 1520 K Ave.

May grant variances to regulations for height, yard, area exterior structure, coverage and parking regulations. May grant variances to the regulation of signs and hear appeals. There shall be at least 1 member and 1 alternate member appointed who is employed in either the retail or advertising business, and at least 1 member and 1 alternate member who is employed in the real estate or development business.

Building Standards Commission
5 members, 4 alternates 2 year terms
Meetings: 4 p.m., 3rd Tuesday
Plano Municipal Center, 1520 K Ave.

Hear and determine cases concerning alleged violations of ordinances for the preservation of public safety. Study proposed code amendments and make recommendations regarding any proposed amendments to the building and fire codes. Hear appeals from decisions of the building official or fire chief, and serve as a board to review and license electricians. Hear requests to use alternate materials or methods of construction.

Civil Service Commission
3 members 3 year terms
(State Statute)
Meetings: At least every January & as needed.
Plano Municipal Center, 1520 K Ave.

Appointed by the City Manager and confirmed by the City Council. For firefighters and police officers covered under Chapter 143 of the Texas Local Government Code, the Commission hears appeals related to promotional and disciplinary actions; approves local civil service rules and regulations; approves eligibility and testing parameters.

Community Relations Commission
8 members 2 year terms
Meetings: as called
Plano Municipal Center, 1520 K Ave.

Serves as a hearing board to address significant issues as directed by Council. Oversees the Community Development Block Grant and the Community Service Grants. Reviews and makes recommendations regarding significant community problems impacting the quality of life.

Cultural Affairs Commission
7 members 2 year terms
Meetings: 6 p.m., 1st Monday
Courtyard Theater, 1509 H Ave.

Receives applications for grants from area cultural affairs agencies and recommends to Council the disposition of grant funds. No member of the commission shall have served on the board of an affected agency for the previous 12 months.

Heritage Commission
7 members 2 year terms
Meetings: 5:30 p.m., 4th Tuesday
Plano Municipal Center, 1520 K Ave.

Recommends buildings, land and districts to the Planning & Zoning Commission for designation as heritage resources. Issues Certificates of Appropriateness for proposed work to buildings and for new construction in designated heritage resource districts. Makes recommendations to City Council on preservation grants and tax exemptions. Preferably, appointees should have demonstrated interest, competence and knowledge in historic preservation, architecture, history, architectural history, planning, archeology or other disciplines related to historic preservation.

International Relations Advisory Commission
9 members 2 year terms
Meetings: Meets once annually with special meetings called by the Chairperson.

Membership includes 1 person each from the Plano Economic Development Board, Plano Chamber of Commerce, Plano Sister Cities, Inc. and Collin County Community College District. The remainder of the positions are open to Plano residents. Recommends to the City Council an organizational structure for interacting and responding to international business, educational and cultural opportunities by the City of Plano, CCCC, PEDB, Plano Chamber of Commerce and Plano Sister Cities, Inc.

HC

Keep Plano Beautiful Commission

8 members 2 year terms

Meetings: 7 a.m., 3rd Wednesday
Keep Plano Beautiful, 4200 W. Plano Pkwy.

Works with City Staff to educate all individuals (citizens, students, businesses and civic organizations) about litter awareness and prevention, and to encourage and empower those individuals to engage in volunteer opportunities to enhance Plano's beautification efforts. The success of this Commission is realized through special events and educational programs, the bi-annual Homeowners Association Beautification Matching Grants Program, the free Neighborhood Cleanup Dumpster Program, selected planting projects, and school awards programs.

Library Advisory Board

7 members 2 year terms

Meetings: 7 p.m., 1st Tuesday
Various Plano Public Library Locations

Advises Council on matters relating to the operations of the Library Department. Reviews Board approved library policies. Reviews and approves special requests for the use of library facilities.

Parks and Recreation Planning Board

7 members 2 year terms

Meetings: 6:30 p.m., 1st Tuesday
Municipal Center South, 1409 K Ave.

Makes recommendations regarding park land acquisitions and park master plan, Parks and Recreation Capital Improvement Program, bond referenda, park facility-user fees; and analyzes long range Parks and Recreation facility needs. Reviews and approves master plans for development or improvement of parks and recreation facilities.

Planning & Zoning Commission

8 members 2 year terms

Meetings: 7 p.m., 1st & 3rd Mondays,
& worksessions
Plano Municipal Center, 1520 K Ave.

Makes recommendations for adoption of a master plan for future development of the City; and zoning and rezoning applications, including amendments to zoning and subdivision regulations. Hears and takes action on applications for preliminary site plans and plats.

Plano Housing Authority

5 members 2 year terms

Meetings: 6:30 p.m., 4th Tuesday
Southfork Hotel, 1600 N. Central Expwy.

Governance and administrative control of low-income housing projects and programs.

Plano Transition and Revitalization Commission

8 members 2 year terms

Meetings: 5 p.m., 3rd Wednesday
Plano Municipal Center, 1520 K Ave.

Consideration of at least one member with current or prior experience from each of the following: Plano Chamber of Commerce, Plano Economic Development Board, City of Plano Planning and Zoning Commission and City of Plano Community Relations Commission. The remainder of the positions are open to Plano residents. Makes recommendations to maintain and enhance quality of life for persons who live, work and/or visit Plano; addresses challenges and opportunities relating to Plano's transformation from a growing to a maturing community.

Public Arts Committee

7 members +1 Ex Officio from the Cultural Affairs Commission 2 year terms

Meetings: 7 p.m., monthly, Wednesday, as needed
Courtyard Theater, 1509 H Ave.

Makes recommendations for annual Public Art Plan. Administers and implements the annual Public Art Plan utilizing policies and procedures that address art/artist selection process, commission and placement of art and maintenance and removal of art.

Retirement Security Plan Committee

5 members 2 year terms

Meetings: 4 times per year (Jan., Apr., July, & Oct.)
Plano Municipal Center, 1520 K Ave.

City Manager appoints 3 City employees and 2 non-City employees who administer and hold fiduciary responsibility for the Retirement Security Plan Trust.

Self Sufficiency Committee

8 members 2 year terms

Meetings: 6:30 p.m., 2nd Monday
Housing Authority Office, 1111 H Ave., Building A

Works with the Plano Housing Authority to provide oversight for a self sufficiency program for residents of housing administered by the Housing Authority.

Senior Citizens Advisory Board

9 members 2 year terms

Meetings: 6:30 p.m., 1st Thursday
Plano Senior Center, 401 West 16th St.

Recommends policies and programs to City Council that will be of benefit to seniors, within the traditional scope of the City Council powers and responsibilities. Advises City Council on issues of importance to seniors living in Plano.

Tax Increment Financing Reinvestment Zone No. 2 Board (East TIF)

5 to 15 members 2 year terms

Meetings: As called by members
Plano Municipal Center, 1520 K Ave.

Approves a project plan and a financing plan that is consistent for the zone which must then be submitted to the City Council for final approval. Makes recommendations to the City Council concerning the administration of the TIF in the zone.

Technology Commission

7 members 2 year terms

Meetings: 6 p.m., 3rd Monday
Plano Municipal Center, 1520 K Ave.

Membership includes technology members or professionals and/or business managers or professionals with at least 10 years of management or professional experience. A maximum of six members shall be from technology industries and 2 shall be experienced technology users from any industry. Identifies emerging and evolving technologies in the areas of computers; telecommunications; the Internet; data; voice; video; wireless and other future technologies.

Transportation Advisory Committee

7 members 2 year terms

Meetings: 7:30 p.m., 2nd Thursday
Plano Municipal Center, 1520 K Ave.

Encourages, promotes and participates in the development of programs and processes, to find solutions to transportation problems in Plano. Receives and considers information of a transportation-related nature from citizens concerning exceptional situations and requiring solutions not covered by standard process or practice. Makes recommendations to implement corrective action on matters of traffic safety and congestion.

The following boards and commissions are not included in this annual appointment process.

Arts of Collin County

5 members 3 year terms

Meetings: 4 p.m., 2nd & 4th Wednesdays
Allen City Hall, 305 Century Parkway, Allen

Membership includes 1 person each from the cities of Plano, Allen and Frisco and 2 at-large representatives. Joined with the cities of Allen and Frisco for the purpose of financing, constructing, owning, managing and operating approved projects for the establishment and operation of a performing arts center.

Collin County Appraisal District Board

Meetings: 6:30 p.m., 4th Thursday

2404 K Ave., Plano

2 year terms

Determines Appraisal District's goals. Operates as the decision-making body on appraisal district operations.

DART Board

Meetings: 6:30 p.m., 2nd & 4th Tuesdays

1401 Pacific Ave., Dallas

2 year terms

City Council appoints 1 member, and jointly appoints 1 shared member with other Metroplex cities to the DART Board, which is the governing board over the regional transportation system.

North Texas Municipal Water District Board of Directors

2 members 2 year terms

Meetings: 4 p.m., 4th Thursday
NTMWD, 505 E. Brown, Wylie

Governing board overseeing regional water, wastewater and solid waste systems.

Tax Increment Financing Reinvestment Zone No. 1 Board (West TIF)

5 to 15 members 2 year terms

Meetings: As called by members
Plano Municipal Center, 1520 K Ave.

See description for Tax Increment Financing Reinvestment Zone No. 2 Board (East TIF) above.

11d

CITY OF PLANO BOARD OR COMMISSION CANDIDATE APPLICATION

Applications are due ~~August 26, 2005~~ 8/25/06

(If additional space is required use the back of the application and a resume may be attached)

Mail completed application to: City of Plano, City Secretary, P.O. Box 860358, Plano, TX 75086-0358

Name: _____
 (Please print full legal name and your name as you wish it to appear, if different.)

PERSONAL INFORMATION	
Home Address: _____	
Plano, Texas _____	Zip: _____
Telephone: _____	Fax: _____
E-mail: _____	
Plano Resident for _____ years	County: _____
Drivers License #: _____	
*Voter Registration #: _____	

OCCUPATIONAL INFORMATION	
Employer Name: _____	
Occupation: _____	
Address: _____	
Telephone: _____	Fax: _____
E-mail: _____	
Business owner? yes: _____	no: _____

Qualification Statement

By my signature below I affirm that I have been a resident of Plano for the past consecutive 12 months, I am qualified to vote, and I am not indebted to the City of Plano

Signature

Date

If appointed I will meet or exceed the minimum attendance requirements for my board. I am aware of the City's Code of Conduct.

Please indicate Board(s)/Commission(s) preferences and your qualifications: (abbreviated board/commission names are acceptable, eg. Keep Plano Beautiful = KPB)

1st Choice: _____ **Qualifications:** _____

2nd Choice: _____ **Qualifications:** _____

3rd Choice: _____ **Qualifications:** _____

Yes, I would be interested in serving on subcommittees that may be formed.

Previous Board, Commission, Civic or Community, or Work Experience that might benefit the City. How would you use this experience to benefit the City of Plano?

<u>Organization</u>	<u>Location</u>	<u>Years</u>

List any business or personal relationships with the City, which might create a conflict of interest or affect your ability to serve.

Applications will remain on file for one year from the date of receipt and may be available to the public upon request. Rev. 05-05

112

MEMO

DATE: March 6, 2006

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 March 16, 2006.

<u>Executive Session</u>	<u>Worksession Meeting</u>
No items to consider	<u>Keep Plano Beautiful Commission</u> 1 Interim Term – expires 10-06 Resignation of Melva A. Comer

111a

**Discussion/Action Items for Future Council Agendas
(as of March 7, 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.

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

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

March 27

Dart Report
Mobility Report
Comprehensive Monthly Financial Report
Discussion regarding the financial forecast

April 10

Keep Plano Beautiful Commission Report

April 24

Community Relations Report
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

1/16

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

June 5 – 7, Council Workshop – Lyle Sumek

June 12

June 26

Dart Report
Mobility Report
Comprehensive Monthly Financial Report

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

1/1/11

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

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

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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:	3/16/06	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	<i>3/16/06</i>
Agenda Coordinator (include phone #):		Sharon Wright ext. 7107		
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				
Proclamation: American Red Cross Month - 2006				
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				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	3/16/06	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager		
Agenda Coordinator (include phone #):		Sharon Wright ext. 7107 <i>SW</i>		
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: Council's Volunteer of the Month				
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		

CITY OF PLANO
CULTURAL AFFAIRS COMMISSION
2006 CALENDAR (DRAFT)

- Feb. 6 Initial meeting. Ethics training. Finalize work plan for 2006. Select contractor for Summer Arts Workshop.
- Mar. 6 Regular meeting. Discuss MG Guidelines and Application. Discuss MG Evaluation Criteria.
- Apr. 3 Regular meeting. Discuss 2005-06 Small Grant (SG), Major Grant (MG), And Special Event (SE) Guidelines and Applications. Finalize SG, MG, and SE Guidelines and Applications.
- Apr. 4 SG, MG, and SE Guidelines and Applications available.
- Apr 22 Workshop for grants applicants.
- May 12 (Fri) SG, MG, and SE applications due by 5pm.
- May 16 Applications picked up by commissioners. Available until 7pm.
- May 16-
Aug 7 Commissioners review SG, MG, and SE applications.
- June 12 Regular meeting. SG and SE presentations made to commission.
- July 15 (Sat) MG presentations made to commission.
- Aug. 7 Regular meeting. Finalize SG, MG, and SE recommendations for city council.
- Aug. 12 (Sat) Presentation on SG, MG, and SE recommendations to city council at budget work session
- Sept. 4 Regular meeting. Review mission statement and goals.
- Oct. 2 Regular meeting. Update and finalize 2007 mission statement and goals.

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**Plano City Council
Plano ISD Trustees/Plano Chamber of Commerce
Collin County Community College Trustees
Collin County Commissioners/Plano State Legislative Delegation**

February 20, 2006

COUNCIL MEMBERS

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

Plano Independent School District Board President Duncan Webb called the joint meeting to order at 6:35 p.m. immediately following dinner on Monday, February 20, 2006 at the Sockwell Center – Dallas Room located at 6301 Chapel Hill Boulevard, Plano, Texas, 75093. All Council Members were present with the exception of Mayor Evans and Council Member Stahel.

Sci-Tech Discovery Center Presentation

No presentation was made.

Current Community Substance Abuse Issues

Police Chief Rushin reviewed overdose statistics for the last four years and advised that the “drug of choice” changes over time and stated that there have been more deaths related to heroin and cocaine than with other drugs. He described the forms of heroin and methods of targeting young people; spoke to the history of deaths caused and stated that in the case of an overdose, the medical examiner makes the determination of a cause of death. Chief Rushin reviewed the Police Department’s approach which includes aggressive enforcement, demand reduction education and coordinated prosecution to include asset seizure. He spoke to partnering with the county, area cities and federal agencies, reviewed education efforts and referenced the Collin County Substance Abuse Coalition and their upcoming forums. Chief Rushin spoke to the partnership between local, state and federal governments resulting in coordinated aggressive prosecution.

Chief Rushin responded to questions regarding abuse of prescription drugs. Sergeant Terry Holway spoke to the processing of drugs in Mexico and Chief Rushin spoke to having a coordinated effort with many agencies to track their movement. Officer Courtney Pero responded to questions regarding the cost of drugs and how addicts fund their habits. Chief Rushin spoke regarding the wide range of drug purity.

Pandemic Flu Response

Collin County Bioterrorism Coordinator Karen Kaighan spoke to the development of an influenza response plan for Collin County. She spoke regarding prevention techniques including hand washing and flu shots and spoke to local agreements from health care providers that they will offer their services if needed. Ms. Kaighan spoke to challenges and concerns including working with hospitals on contingency plans and having cities provide alternative care sites. She advised that the state has received funding for pandemic flu planning and stated that the entire region is working together.

Environmental Health Director Collins spoke regarding plans to develop a City of Plano operational guide based on a possible absentee level of 30-50%. He advised that there are no human-to-human cases at this time, but once this occurs the conditions for the pandemic to become widespread include the introduction of a new virus, the virus causing serious illness or death and there being easy and sustained human-to-human transmission. Mr. Collins spoke to assumptions that there will be universal susceptibility, a two-day incubation period, lack of medical supplies or personnel and that there will be two to three waves with an attack rate of 30-50%. He reviewed the status of hospital and morgue capacity, spoke to government at all levels being affected and urged development of personal as well as professional plans.

Updates/Announcements

Collin County Commissioner Jack Hatchell spoke to continued work on S.H. 121 and advised that one way or another there will be a facility within five years.

Collin County Community College Board of Trustees Vice-Chair Robert Collins advised that enrollment is over 40,000 students and spoke to the strategic goals of the college to emphasize the creation of a scholarly community, expand centers of excellence in health care, implement new software systems and technology, identify and design programs to meet the needs of the business community and create a campus of destination. He spoke to the concurrent enrollment, receipt of a skills development grant and an upcoming scholarship fundraiser.

Mayor Pro Tem Johnson spoke regarding the retirement of Fire Chief Bill Peterson who will be going to work at the Federal Emergency Management Agency. He spoke regarding continued improvements at the Cox Building and a dedication to be held on March 1, 2006 and plans for the Tom Muehlenbeck Recreation Center.

Chamber of Commerce Chair Mary Jo Dean advised that the Chamber currently has 1,400 members and spoke regarding the March 17, 2006 Citizen of the Year event. She spoke to the development of a young professional's organization and to continuing to work with all groups to build the business community in Plano.

Plano Independent School District Superintendent of Schools Dr. Douglass Otto spoke to partnering with the Collin County Community College to address college readiness.

There being no further discussion, President Webb adjourned the meeting at 8:04 p.m.

Scott Johnson, **MAYOR PRO TEM**

Diane Zucco, Assistant City Secretary

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
February 27, 2006**

COUNCIL MEMBERS

Pat Evans, Mayor
Scott Johnson, Mayor Pro Tem
Sally Magnuson, Deputy Mayor Pro Tem
Shep Stahel
Loretta Ellerbe
Harry LaRosilieri
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
Elaine Bealke, City Secretary

Mayor Evans called the meeting to order at 5:05 p.m., Monday, February 27, 2006, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Member Callison. 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 5:55 p.m. in the Council Chambers where the following matters were discussed:

Consideration and Action Resulting From Executive Session Discussion:

No action was brought forward.

DART Report

No report was given.

Mobility Report

Transportation Engineering Manager Neal stated that the second cycle of the retiming of traffic signals has been completed in the central portion of the City and spoke to dollars saved by motorists.

Mr. Neal spoke to researching new ways to upgrade wireless system communication and responded to the Council regarding working with the City of Frisco and sharing information regarding Plano's traffic signal timing. He stated that a red light camera report at one location indicated that 56 violations were recorded in three days and that citations will begin to be issued at the end of the month.

MP3 Presentation

Police Legal Advisor Spencer spoke on behalf of the MP3 2005 class and to receiving support from the Council to implement a Sustainability Program for the City. He spoke to appointing a director for the program (from current Staff) and implementing a master plan.

Director of Budget and Research Rhodes spoke to funding considerations, development of a matrix to look at the impacts, and looking at a marketing plan to nurture the Sustainability culture. She spoke to development of a marketing strategy, an awareness training program, making specific recommendations, and to receiving Council approval. Ms. Rhodes spoke to appointing a director, forming committees, implementing training, forming regional alliances, and providing education in the community. She responded to the Council regarding the need for a \$50,000 startup fund and stated that grants are available for specific, actual programs. Mr. Spencer responded that each grant defines how the funding is to be spent. The Council concurred to go forward with the program.

Pandemic Flu and Bird Flu Presentation

Director of Environmental Health Collins reviewed numbers of Avian Influenza A (Bird Flu) related deaths, when and where it was first recognized, and stated that it is normally spread by waterfowl and shorebirds with the potential to eventually move on to humans. He spoke to how it can be spread among humans, various symptoms, and treatment. Mr. Collins spoke to past influenza pandemics and to universal scenarios and mortality statistics that may occur in the community. He spoke to determining how to be prepared for the pandemic with possible restrictions and stated that the question is not will the pandemic strike but when and further responded to the Council regarding the magnitude of the epidemic in terms of planning for it and to the possible duration. City Manager Muehlenbeck spoke to developing county/state plans and determining levels of responsibility. Mr. Collins responded that it is his understanding that both the county and the state have draft plans and that meetings will be held with the hospitals to begin discussions.

Comprehensive Monthly Financial Report

Director of Finance McGrane presented the Comprehensive Monthly Finance Report for the month of January, stated that revenue funds are ahead of last year, the format has been changed in the finance section of the CMFR, expenditures are at or below last year, and that sales tax numbers are up.

Mr. McGrane stated that the unemployment rate has dropped, reviewed sales tax numbers from other cities, stated that single family housing starts have dropped slightly, and that hotel/motel tax is down slightly. He spoke to the Treasury Pool equity, portfolio diversification and maturity schedule.

Council Items for Discussion/Action on Future Agendas

Deputy Mayor Pro Tem Magnuson and Council Member Ellerbe advised Council Member LaRosiliere that it is not quite time to provide a report on the Downtown Task Force.

Consent Agenda/Regular

Mayor Pro Tem Johnson advised that he will be stepping down on Regular Item 5, Public Hearing and ordinance regarding a zoning case to increase multi-family dwelling units, due to a possible conflict of interest.

Council Reports

No reports were brought forward.

Mayor Evans convened the Preliminary meeting directly into the Regular meeting at 7:00 p.m. No recess was taken.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, City Secretary

PLANO CITY COUNCIL
February 27, 2006

COUNCIL MEMBERS

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

STAFF

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

Mayor Evans convened the Council into the Regular Session immediately following the Preliminary Session on Monday, February 27, 2006, at 7:00 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Member Callison who arrived at 7:25 p.m.

The invocation was led by Father Tony Densmore of St. Elizabeth Ann Seton Catholic Church.

The Pledge of Allegiance was led by Cub Scout Pack 265 of Huffman Elementary.

Mayor Evans presented proclamations recognizing Colorectal Cancer Awareness Month – March, 2006 and City of Plano Severe Weather Awareness Week - February 26 – March 4. A presentation was made to the Council by the Starbucks Holiday Angels Joy Drive and Plano Food Pantry. City Manager Muehlenbeck presented 20 Year Service Pins to Internal Audit Manager Mike Rogers and Police Chief Greg Rushin.

Mayor Evans administered an oath of office to R. James Akers as a member of the Civil Service Commission.

GENERAL DISCUSSION

No one appeared to speak.

BOARD/COMMISSION REPORTS

Animal Shelter Advisory Committee

Chair Bolin advised the Council of the Committee's accomplishments including micro chipping all dogs and cats adopted through the shelter and services provided to pets/owners displaced by the hurricanes in 2005. He spoke to work being done on a 5,000 square foot expansion of the shelter, review of animal services ordinances, donations of pet food, Staff training in rabies control and dog behavior and the upgrading of the crematorium. Mr. Bolin spoke to the low euthanasia rate and the high adoption rate and Field Service and Fleet Manager Clark spoke to addressing clean up in recessed park areas. Council Member Stahel spoke to the strides the Committee has made.

CONSENT AGENDA

Upon a request from Jack Lagos, citizen of the City, Consent Agenda Item "N" was removed for individual consideration.

Mayor Pro Tem Johnson advised that he would be stepping down on Regular Agenda Item "5" due to a possible conflict of interest.

Upon a motion made by Council Member Stahel and seconded by Council Member Ellerbe, the Council voted 6-0 to approve and adopt all remaining items on the consent agenda as recommended and as follows: (Council Member Callison arrived following this vote.)

Approval of Minutes [Consent Agenda Item (A)]

February 13, 2006

Approval of Expenditures

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

Bid No. 2006-23-B for an Animal Shelter Outside Dog Run and Holding Area to Dodson Construction in the amount of \$122,793. [Consent Agenda Item (B)]

Bid No. 2006-73-B for Water Rehab Materials to Eagle Underground Utility Supply in the amount of \$112,214. This is for the purchase of water rehabilitation and fire materials. [Consent Agenda Item (C)]

Bid No. 2006-63-C for Traffic Signal Head Assemblies to Control Technologies of Central Florida, Inc., Hi-Tech Signals Inc., and Traffic Parts Inc. in the total estimated annual amount of \$45,836. This will establish an annual fixed price contract with two optional one-year renewals and will be for the purchase of Traffic Markers. [Consent Agenda Item (D)]

Bid No. 2006-27-C for Traffic Markers to Centerline Supply, LTD, Pathmark Traffic Products of Texas, and Roadrunner Traffic Supply, Inc., in the total estimated annual amount of \$41,860. This will establish an annual fixed price contract with two optional one-year renewals. [Consent Agenda Item (E)]

Bid No. 2006-82-B for Communications Parkway – Falls Road to Parker Road to Jim Bowman Construction Co., L.P., in the amount of \$540,150. This project will provide for pavement widening from a four to a six-lane divided thoroughfare and include landscaping, irrigation and erosion control. [Consent Agenda Item (F)]

Bid No. 2006-83-B for the 2005-2006 Residential Street & Alley Pavement Rehabilitation Project, Zones 17 & 16 Phase II to Hencie International, Inc. in the amount of \$1,059,600. This project involves the replacement of street and alley pavement in the residential areas bounded by Parker Road on the south, Legacy Drive on the north, Coit Road on the west and Independence Parkway on the east. [Consent Agenda Item (G)]

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

To approve the terms and conditions of a Professional Services Agreement by and between the City of Plano and The Retirement Store for consulting services on the City's 457 Deferred Compensation Plan for a period of two (2) years, with the option to renew by one (1) additional year, at the rate of \$175 per hour, and \$1,000 per day for on-site activities as requested by the City, with the total contract amount not to exceed \$50,000 for the two (2) year term and \$25,000 for the optional one (1) year term. [Consent Agenda Item (H)]

To approve the purchase of Law Enforcement Uniforms and related items in the annual amount of \$192,000 from GST Public Safety Supply, LLC through a Tarrant County Contract, and authorizing the City Manager to execute all necessary documents. (Tarrant County RFB No. 2006-059). The estimated amount of this item is \$192,000 for each of the remaining years on the four remaining contract annual renewal periods. [Consent Agenda Item (I)]

To approve a Fixed Price Agreement between the City of Plano and Waters-Oldani Executive Recruitment in the amount of \$52,000 for recruitment services for the positions of Fire Chief and Emergency Management. [Consent Agenda Item (J)]

To approve and authorize a contract with Carter & Burgess, Inc. to provide Architectural Services in conjunction with improvements to Oak Point Park and Nature Preserve, in an amount not to exceed \$1,150,330; and authorizing the City Manager to execute any and all documents necessary to effectuate the contract. [Consent Agenda Item (K)]

Change Order: (Change to current City of Plano contract allowable under State law)

To McMahon Contracting, L.P., increasing the contract by \$112,200 for the 2004-2005 Arterial Concrete Replacement Project, Coit Road from 15th Street to McDermott Road, Project No. 5581, Change Order No. 1, Bid No. B 080-05. [Consent Agenda Item (L)]

Miscellaneous Purchase Authorization:

To approve an Interlocal Agreement between the City of Plano and Public Employee Benefits Alliance to allow the City to cooperatively purchase goods, services and other items related to employee benefits as allowed under Chapter 791, Government Code. As a member, the City will have the option of purchasing from the existing contracts and will likely benefit from more competitive prices. Currently the annual membership fee is \$700. [Consent Agenda Item (M)]

Adoption of Resolutions

Resolution No. 2006-2-16(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas, and Collin County, Texas, for the widening and improvements to Communications Parkway from Falls Road to Parker Road; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (O)]

Resolution No. 2006-2-17(R): To appoint Jack M. Pepper and Bryan Gallerson to serve for two year terms as investigators as required by Section 2-104 of the Code of Conduct of the City of Plano; and providing an effective date. [Consent Agenda Item (P)]

Resolution No. 2006-2-18(R): To approve and authorize refunds of property tax overpayments; and providing an effective date. [Consent Agenda Item (Q)]

Resolution No. 2006-2-19(R): To approve the expenditure of funds in the amount of \$36,300 for the purchase of UV chloramines disinfection system for Oak Point Center indoor swimming pool; and providing an effective date. [Consent Agenda Item (R)]

Resolution No. 2006-2-20(R): To ratify and approve an expenditure of twenty eight thousand six hundred forty four and 75/100 dollars (\$28,644.75) to McCourt & Sons Equipment, Inc. for emergency repairs to a windrow turner used in the City's composting operations; approving all actions taken by the City Manager in connection therewith; and providing an effective date. [Consent Agenda Item (S)]

Resolution No. 2006-2-21(R): To approve the terms and conditions of an amendment to the Tax Abatement Agreement by and between the City of Plano, Texas, the County of Collin, the Collin County Community College District, Century Portfolio, Ltd. and Texatronics, Inc., Reinvestment Zone 95; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (T)]

Resolution No. 2006-2-22(R): To approve the financing by the HFDC of Central Texas, Inc. of health facilities located within the City of Plano, Texas for the Legacy at Willow Bend Retirement Community, Inc.; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (U)]

Adoption of Ordinances

Ordinance No. 2006-2-23: To amend Article VI. Alarm Systems of Chapter 11 Licenses and Business Regulations of the Code of Ordinances of the City of Plano; providing a repealer clause, a savings clause; a severability clause; and providing an effective date. [Consent Agenda Item (V)]

Ordinance No. 2006-2-24: To transfer the sum of \$95,000 from the General Fund Unappropriated Fund Balance to the General Fund Operating Appropriation for Fiscal Year 2005-06 for possible expenditure during the judgment lien recovery process; 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. [Consent Agenda Item (W)]

END OF CONSENT:

Resolution No. 2006-2-25(R): To approve amendments to the Bylaws of the Arts of Collin County Commission, Inc.; providing a repealing clause; and providing an effective date. [Consent Agenda Item (N)]

Jack Lagos, citizen of the City, spoke to the proposed amendments not being posted when they were presented at a special meeting of the Arts of Collin County Commission held in November and stated concern regarding the audit being performed “expeditiously” rather than within ninety days. He stated concern regarding the elimination of the requirement for a *Program of Service*.

City Attorney Wetherbee advised the Council that these amendments have been brought forward by the Commission and spoke to approval needed from each city. She clarified that removal of the *Program of Service* does not remove the requirement for an annual budget and spoke to her understanding that distribution of the proposed amendments was an internal requirement.

Upon a motion made by Council Member LaRosiliere and seconded by Deputy Mayor Pro Tem Magnuson, the Council voted 7-0 to approve amendments to the Bylaws of the Arts of Collin County Commission, Inc.; providing a repealing clause; and providing an effective date; and further to adopt Resolution No. 2006-2-25(R).

Transmittal of Fiscal Year 2004-05 Affirmative Action Report [Regular Agenda Item (1)]

Director of Human Resources Ross advised the Council that the Community Relations Commission has given their approval of the report, spoke to programs being in place since the 1980's and use of the tool as a measurable instrument. She spoke to promoting an environment of inclusion and ensuring that everyone has an opportunity for access to services as well as employment. Ms. Ross spoke to use of Collin County figures for race/gender comparisons, traditions in some job areas with regard to gender or race and to making opportunities available. She spoke to utilization analysis and areas where there may be room for improvement. She spoke regarding recruitment efforts, management's attitude and commitment to the spirit and objectives of true equal opportunity. Ms. Ross responded to Council Member Stahel that the trends are good in terms of minority representation.

Resolution No. 2006-2-26(R): To approve a fiber optic easement to Plano Independent School District being in the Alfred Harrington Survey, Abstract No. 420, Collin County, Texas and being part of Lot 2, Block 7 of Hunters Glen 5-A, an addition to the City of Plano, Texas according to the plat recorded in Cabinet B, Slide 96, Map Records, Collin County, Texas, across a portion of City of Plano park known as Jack Carter Park and authorizing the execution of the easement by the City Manager; and providing an effective date. Item tabled 02-13-06 [Regular Agenda Item (2)]

Upon a motion made by Council Member Stahel and seconded by Council Member Ellerbe, the Council voted 7-0 to remove the item from the table.

Director of Parks and Recreation Wendell advised that at the last meeting, this item was tabled to allow Staff time to verify that the easement would not have any impact on trees. He advised that the closest it would be to any tree would be 20 feet with one exception where it would be three feet, but that the line would be 3.5 feet underground. Mr. Wendell stated that there would be no issue with bore holes either. Council Member Stahel spoke to having the Urban Forester with the crew when bore holes are marked for an additional point of safety.

Upon a motion made by Council Member Stahel and seconded by Council Member Callison, the Council voted 7-0 to approve a fiber optic easement to Plano Independent School District being in the Alfred Harrington Survey, Abstract No. 420, Collin County, Texas and being part of Lot 2, Block 7 of Hunters Glen 5-A, an addition to the City of Plano, Texas according to the plat recorded in Cabinet B, Slide 96, Map Records, Collin County, Texas, across a portion of City of Plano park known as Jack Carter Park and authorizing the execution of the easement by the City Manager; and providing an effective date, and further to adopt Resolution No. 2006-2-26(R).

Ordinance No. 2006-2-27: To change the street name of the section of Shiloh Road, a dedicated street within the City of Plano, Collin County, Texas, between Park Boulevard and Parker Road to Spring Creek Parkway; providing for a change in the official records to reflect such action; and providing an effective date. [Regular Agenda Item (3)]

Director of Planning Jarrell advised regarding notification of property owners and area homeowner associations and the assignment of a new address for the Outdoor Learning Center.

Upon a motion made by Deputy Mayor Pro Tem Magnuson and seconded by Council Member LaRosiliere, the Council voted 7-0 to change the street name of the section of Shiloh Road, a dedicated street within the City of Plano, Collin County, Texas, between Park Boulevard and Parker Road to Spring Creek Parkway; providing for a change in the official records to reflect such action; and providing an effective date; and further to adopt Ordinance No. 2006-2-27.

Public Hearing and adoption of Ordinance No. 2006-2-28 to amend the “Housing Element” of the Comprehensive Plan as originally adopted by Resolution No. 86-11-22(R) providing procedures approving the utilization of said chapter as revised and amended by the appropriate personnel and departments of the City of Plano for the purpose of guiding future development within the City of Plano, Texas; and providing an effective date. Applicant: City of Plano [Regular Agenda Item (4)]

Senior Planner Sims advised the Council regarding properties throughout the City that have not been developed and stated that an Infill Housing Policy Statement would help provide direction for the use of this land. He stated that the proposal also falls in line with the Tri-City Retail Study recommendations allowing for residential uses within retail zoning districts by approved specific use permits. Mr. Sims defined infill housing and spoke to its benefits, the changing demographics and housing demands in the City and the lack of guidance.

Mr. Sims reviewed the guidelines and advised that it would be left up to the development community and private property owners to determine whether they would rezone the property. He spoke to direction from the Planning and Zoning Commission to develop a policy statement, research on the new zoning district and design cross sections for new streets being included on the Thoroughfare Standards. Mr. Sims advised that the policy statement refers to the guidelines being used for consideration of infill for a particular property and that they are for reviewing alternative neighborhood proposals. He stated that the Planning and Zoning Commission recommended approval as submitted and responded to Council Member Stahel that a particular use may not be appropriate as a stand-alone, but would be good if included in the development of urban centers.

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

Ordinance No. 2006-2-28 (cont'd)

Upon a motion made by Council Member Ellerbe and seconded by Council Member Stahel, the Council voted 7-0 to amend the "Housing Element" of the Comprehensive Plan as originally adopted by Resolution No. 86-11-22(R) providing procedures approving the utilization of said chapter as revised and amended by the appropriate personnel and departments of the City of Plano for the purpose of guiding future development within the City of Plano, Texas as recommended by the Planning and Zoning Commission; and providing an effective date; and further to adopt Ordinance No. 2006-2-28.

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

Public Hearing and adoption of Ordinance No. 2006-2-29 as requested in Zoning Case 2005-50 to amend Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses); Subsection 2.822 (CB-1 Central Business-1) and Subsection 2.823 (CE Commercial Employment) of Section 2.800 (District Charts) of Article 2 (Zoning Districts) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, to increase the number of multifamily dwelling units allowed by right in the Central Business-1 district from 1,500 to 2,300; 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 (5)]

Director of Planning Jarrell advised that the Planning and Zoning Commission has recommended approval as follows:

Article 2, Section 2.502 – Schedule of Permitted Uses

For the permitted use of "Multifamily Residence", remove the "P" for CB-1 zoning and replace with a "3" for reference to End Note 3.

Amend End Note 3 to read as "See Subsections 2.822 and 2.823"

Article 2, Section 2.822 -- CB-1 Central Business – 1

(6) Special Rules for CE and CB-1 Zoning

(b) On the portion of the property zoned CB-1, a maximum of ~~1500~~ **2300** multifamily dwelling units shall be permitted by right. However, additional units may be allowed by through transfer of unused units in the White Rock Creek area as noted above. Additional multifamily units may be permitted on the portion of the property zoned CB-1 by specific use permit.

Ordinance No. 2006-2-29 (cont'd)

Article 2, Section 2.823 – CE Commercial Employment

(7) Special Rules for CE and CB-1 Zoning

(b) On the portion of the property zoned CB-1, a maximum of ~~1500~~ **2300** multifamily dwelling units shall be permitted by right. However, additional units may be allowed by through transfer of unused units in the White Rock Creek area as noted above. Additional multifamily units may be permitted on the portion of the property zoned CB-1 by specific use permit.

Ms. Jarrell advised that the request adds 800 units to those allowed under existing regulations, spoke to several property owners sharing in the right of development, recognition in the Comprehensive Plan that higher concentrations are necessary to achieve the goals of an urban center and the percentage of the City's single family to multi-family housing being 67.6% to 31.4%. She spoke to improvements to infrastructure that will be borne by the property owners.

Mayor Evans opened the Public Hearing. Robert Shaw, representing the applicant, spoke to mirroring the development currently on the south side of Legacy Drive. No one else spoke either for or against the request. The Public Hearing was closed.

Council Member Stahel spoke to the proposal maintaining the balance between single and multi-family housing and to this being the right place to concentrate apartments rather than scattering them.

Upon a motion made by Council Member Ellerbe and seconded by Deputy Mayor Pro Tem Magnuson, the Council voted 6-0 to amend Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses); Subsection 2.822 (CB-1 Central Business-1) and Subsection 2.823 (CE Commercial Employment) of Section 2.800 (District Charts) of Article 2 (Zoning Districts) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, to increase the number of multifamily dwelling units allowed by right in the Central Business-1 district from 1,500 to 2,300 as requested in Zoning Case 2005-50 and as recommended by the Planning and Zoning Commission; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2006-2-29.

Mayor Pro Tem Johnson resumed his place at the bench.

Public Hearing and adoption of Ordinance No. 2006-2-30 as requested in Zoning Case 2005-53 to amend Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, to remove temporary signage regulations from the Zoning Ordinance; 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 spoke to action taken in November to place temporary sign regulations in the Code of Ordinances in order to address penalty issues and stated that this item would remove these regulations from the Comprehensive Zoning Ordinance. She advised that the Planning and Zoning Commission recommended approval as submitted.

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 LaRosiliere and seconded by Council Member Callison, the Council voted 7-0 to amend Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, to remove temporary signage regulations from the Zoning Ordinance as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2005-53; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2006-2-30. \

Public Hearing pursuant to Chapter 26 of the Texas Parks and Wildlife Code pertaining to conveying an approximate 309+/- square foot parcel to Nelson M. McCord, Jr. for the purpose of correcting an encroachment onto park property, known as Chisholm Trail. [Regular Agenda Item (7)]

Director of Parks and Recreation Wendell spoke to a portion of a property owner's fence and pool deck being located on City park property and his inability to sell the property due to this encroachment. He spoke to consideration by the Parks and Recreation Planning Board who felt relief should be granted and stated that because the land is park property, a Chapter 26 Public Hearing must be conducted and the Council finding that there is no feasible and prudent alternative and that proper planning has been done to minimize any harm to the land. Mr. Wendell advised that upon successful passage of a referendum in Mr. McCord's favor, the City would then sell him the 309+/- square foot parcel. He advised the Council that he was unsure how the situation originally occurred.

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

Ordinance No. 2006-2-31: To approve the conveyance of an approximate 309+/- square foot parcel subject to approval at a Special Election of the voters of the City of Plano to be held on May 13, 2006, to Nelson M. McCord, Jr. for the purpose of correcting an encroachment onto park property requiring the use or taking of a portion of City of Plano public park land, known as Chisholm Trail; providing for a determination that there is no feasible and prudent alternative to the proposed use or taking of the park land; and that the proposed project includes all reasonable planning to minimize harm to the land and the park and recreation area resulting from the use; and providing an effective date. [Regular Agenda Item (8)]

Upon a motion made by Council Member Stahel and seconded by Deputy Mayor Pro Tem Magnuson, the Council voted 7-0 to approve the conveyance of an approximate 309+/- square foot parcel subject to approval at a Special Election of the voters of the City of Plano to be held on May 13, 2006, to Nelson M. McCord, Jr. for the purpose of correcting an encroachment onto park property requiring the use or taking of a portion of City of Plano public park land, known as Chisholm Trail; providing for a determination that there is no feasible and prudent alternative to the proposed use or taking of the park land; and that the proposed project includes all reasonable planning to minimize harm to the land and the park and recreation area resulting from the use; and providing an effective date; and further to adopt Ordinance No. 2006-2-31.

Ordinance No. 2006-2-32: To order a Special Election to be held in conjunction with the General Election in and throughout the City of Plano, Texas on May 13, 2006 for the purpose of approving the sale of a portion of park property to the abutting landowner at 3200 Gary Drive, Plano, Texas as required by Section 253.001(b) of Chapter 253 of the Local Government Code; providing polling locations, hours of early voting and other regulations related to this election; and providing an effective date. [Regular Agenda Item (9)]

Council Member Ellerbe stated concern that the proposed ballot language may not provide citizens with the full meaning of the proposition and the Council discussed clarifying the language. City Attorney Wetherbee spoke to providing language in general terms and advised that Staff would prepare a statement to respond to voter inquiries.

Upon a motion made by Council Member Stahel and seconded by Mayor Pro Tem Johnson, the Council voted 7-0 to order a Special Election to be held in conjunction with the General Election in and throughout the City of Plano, Texas on May 13, 2006 for the purpose of approving the sale of a portion of park property to the abutting landowner at 3200 Gary Drive, Plano, Texas as required by Section 253.001(b) of Chapter 253 of the Local Government Code; providing polling locations, hours of early voting and other regulations related to this election; and providing an effective date; and further to adopt Ordinance No. 2006-2-32.

Resolution No. 2006-2-33(R): To approve the conveyance of an approximate 309+/- square foot parcel subject to approval at a Special Election of the voters of the City of Plano to be held on May 13, 2006, to Nelson M. McCord, Jr. for the purpose of correcting an encroachment onto park property, known as Chisholm Trail and authorizing the execution of the real estate contract by the City Manager; and providing an effective date. [Regular Agenda Item (10)]

Upon a motion made by Deputy Mayor Pro Tem Magnuson and seconded by Council Member Ellerbe, the Council voted 7-0 to approve the conveyance of an approximate 309+/- square foot parcel subject to approval at a Special Election of the voters of the City of Plano to be held on May 13, 2006, to Nelson M. McCord, Jr. for the purpose of correcting an encroachment onto park property, known as Chisholm Trail and authorizing the execution of the real estate contract by the City Manager; and providing an effective date; and further to adopt Resolution No. 2006-2-33(R).

There being no further discussion, Mayor Evans adjourned the meeting at 8:25 p.m.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, 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:	3/16/06	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing	Initials	Date		
Department Head	Mike Ryan	Executive Director			
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>3/16/06</i>	
Agenda Coordinator (include phone #): Sharron Mason, Ext. 7247					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award/Rejection of Bid/Proposal for Bid No. 2006-60-C for an annual fixed price contract for Median and Right-of-Way Preston Rd./Spring Creek to Dyna-Mist in the estimated annual amount of \$73,817.40.					
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, 06/07, 07/08	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): GENERAL					
COMMENTS: This item approves price quotes for a two year contract with three optional one year renewals. Funding for this item is included in the 2005-06 budget. Expenditures will be made in Park Field Services with in the approved budget appropriations. The estimated annual amount is \$73,817.					
STRATEGIC PLAN GOAL: Median and Right-of-Way Preston Rd./Spring Creek relates to the City's goal of "Safe and Efficient Travel" and "Service Excellence".					
SUMMARY OF ITEM					
ANNUAL CONTRACT WITH RENEWALS					
Staff recommends bid of Dyna-Mist in the estimated annual amount of \$73,817.40 be accepted as the best value bid conditioned upon timely execution of any necessary contract documents. This will establish a two (2) year contract with three (3) City optional one (1) year renewals for a Median and Right-of-Way Preston Rd./Spring Creek Parkway.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Memorandum, Bid Recap, and Evaluation Matrix					

b-1

MEMO

TO: PURCHASING DEPARTMENT
FROM: MATTHEW SIMMONS, FIELD SERVICE SPECIALIST
DATE: 2/21/2006
RE: **AWARD RECOMMENDATION 2006-60-C MEDIAN AND RIGHT-OF-WAY
PRESTON RD./SPRING CREEK**

It is the recommendation of Parks and Recreation Department to award 2006-60-C to Dyna-Mist in the amount of \$73,817.40. Dyna-Mist appears capable of meeting the requirements of the aforementioned mowing and maintenance contract. As stated in the bid documentation, this contract is to be awarded as a best value. Please see the attached documents developed during the Department award recommendation process. As shown in each of the three scoring matrices along with the composite, Dyna-Mist consistently placed as the number one candidate for this contract.

Please review and begin the necessary steps for presentation to Council.

Attachments



Matthew Simmons

2/21/2006

**CITY OF PLANO
BID NO. 2006-60-C
MEDIAN AND RIGHT-OF-WAY PRESTON RD./SPRING CREEK PARKWAY**

BID RECAP

Bid opening Date/Time: 01/13/06 @ 4:30 PM (CST)
of vendors notified: 673

Vendors Submitting "No Bids"

Blue Moon Landscaping
Brackens Tractor Mowing
CCF Enterprises, Inc.
Zimmerer Kubota Equipment, Inc.
Small Business Advisors

Vendors Non-Responsive to Specification

Priority Landscape Management
Greener Image
The Masters Touch Lawn Landscape

Responsive Bidders:

Bidder

Landscapes Incorporated	\$67,564.89
Dyna-Mist	\$73,817.40
VMC Landscape Services	\$84,669.72
Blade Turner	\$87,951.87
TruGreen LandCare	\$136,883.49
Texas Tree & Turf Co.	\$164,036.37

Sharron Mason
Sharron Mason, Buyer

January 23, 2006
Date

b-3

"Best Value" Vendor Evaluation Matrix
C 2006-60 Median and Right-of-Way Maintenance Preston Road/Spring Creek Parkway

Vendor	Total bid amount calculation:	Ranking by Owner's assessment of Vendor's Production Schedule.	Ranking by Owner's assessment of Vendor's Capability to Perform.	Ranking by Owner's assessment of Vendor's Inventory and Equipment	Average Score of Vendor
Landscape Incorporated	67,564.89	Vendor's submitted schedule meets the acceptable criterion of this contact. 25%	During the work history verification process and through meetings with the vendor it was assessed that this vendor has no experience maintaining properties of like size and type. They received <u>Good</u> performance ratings from more than one resource. 16%	Vendor's submitted inventory meets the acceptable criterion of this contact 20%	91
Dyna-Mist	73,817.40	Vendor's submitted schedule meets the acceptable criterion of this contact. 25%	While this vendor doesn't have an extensive background in median maintenance, the scope and size of the properties they maintain sufficiently qualify's them to perform this contract. They received <u>Good</u> performance ratings from more than one resource during the work history verification process. 22%	Vendor's submitted inventory meets the acceptable criterion of this contact 20%	94.46
VMC Landscape	84,669.72	Vendor's submitted schedule meets the acceptable criterion of this contact. 25%	This vendor has sufficient experience on properties of like size and type; they received <u>Good</u> performance ratings from more than one resource during the work history verification process 25%	Vendor's submitted inventory meets the acceptable criterion of this contact 20%	93.94
Blade Turner	87,951.87	Vendor's submitted schedule meets the acceptable criterion of this contact 25%	This vendor has sufficient experience on properties of like size and type; they received <u>Good</u> performance ratings from more than one resource during the work history verification process 25%	Vendor's submitted inventory meets the acceptable criterion of this contact 20%	93.05
Tru-Green	136,883.49	Vendor's submitted schedule meets the acceptable criterion of this contact 25%	This vendor has sufficient experience on properties of like size and type; they received <u>Good</u> performance ratings from more than one resource during the work history verification process. 25%	Vendor was not rated, vendor deemed non-responsive 20%	84.81
Texas Tree & Turf	164,036.37	Vendor's submitted schedule meets the acceptable criterion of this contact 25%	This vendor has sufficient experience on properties of like size and type; they received <u>Good</u> performance ratings from more than one resource during the work history verification process 25%	Vendor's submitted inventory meets the acceptable criterion of this contact 20%	82.36

Completed By: Matthew Simmons

Title: Parks Field Services Specialist

Date: 2/10/06

All entries on this table were gathered and compiled using actual bid documents as submitted by each vendor. This bid shall be awarded by Council as a "Best Value Bid". The above evaluation matrix has been provided by the using Department in an attempt to identify the most appropriate vendor for this contract.

A score has been given to vendors in each category using the information contained in each responsive, responsible vendor's bid package. Each vendor has been scored lowest to highest, lowest being most suitable for this contract. After all vendors were assessed and scored, each vendor's score was then averaged and results posted.

4.0



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	3/16/06	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing	Initials	Date		
Department Head	Mike Ryan	Executive Director			
Dept Signature:	<i>Diara Chalmeta</i>	City Manager	<i>JM</i>	<i>3/16/06</i>	
Agenda Coordinator (include phone #): Sharron Mason, Ext. 7247					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award/Rejection of Bid/Proposal for Bid No. 2006-57-C for an annual fixed price contract for Median and Right-of-Way US75/North Dallas Tollway to Dyna-Mist in the estimated annual amount of \$82,532.08.					
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, 06/07, 07/08	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): GENERAL					
COMMENTS: This item approves price quotes for a two year contract with three optional one year renewals. Funding for this item is included in the 2005-06 budget. Expenditure will be made in Park Field Services with in the approved budget appropriations. The estimated annual amount is \$82,532.					
STRATEGIC PLAN GOAL: Median and Right-of-Way US75/North Dallas Tollway relates to the City's goal of "Safe and Efficient Travel" and "Service Excellence".					
SUMMARY OF ITEM					
ANNUAL CONTRACT WITH RENEWALS					
Staff recommends bid of Dyna-Mist in the estimated annual amount of \$82,532.08 be accepted as the best value bid conditioned upon timely execution of any necessary contract documents. This will establish a two (2) year contract with three (3) City optional one (1) year renewals for a Median and Right-of-Way US75/North Dallas Tollway.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Memorandum, Bid Recap, and Evaluation Matrix					

C-1

MEMO

TO: PURCHASING DEPARTMENT
FROM: MATTHEW SIMMONS, FIELD SERVICE SPECIALIST
DATE: 3/3/2006
RE: **AWARD RECOMMENDATION 2006-57-C MEDIAN AND RIGHT-OF-WAY US
75/NORTH DALLAS TOLLWAY**

The highest average scored vendor Texas Tree & Turf Co. has formally withdrawn their bid from the award process.

It is the recommendation of Parks and Recreation Department to award 2006-57-C to the next highest average scored vendor Dyna-Mist in the amount of \$82,532.08. Dyna-Mist appears capable of meeting the requirements of the aforementioned mowing and maintenance contract. As stated in the bid documentation, this contract is to be awarded as a "Best Value".

Please review and begin the necessary steps for presentation to Council.

Attachments

C-2

Matthew Simmons

3/3/2006

**CITY OF PLANO
BID NO. 2006-57-C
MEDIAN AND RIGHT-OF-WAY US75/NORTH DALLAS TOLLWAY
"BEST VALUE"**

BID RECAP

Bid opening Date/Time: 01/13/06 @ 4:00 PM (CST)

of vendors notified: 676

Vendors Submitting "No Bids"

Blue Moon Landscaping
Brackens Tractor Mowing
CCF Enterprises, Inc.
Zimmerer Kubota Equipment, Inc.
Small Business Advisors

Vendors Non-Responsive to Specification

Priority Landscape Management
The Masters Touch Lawn Landscape

Vendor Withdrew Bid

Landscapes Incorporated
Texas Tree & Turf Co.

Responsive Bidders:

Dyna-Mist	\$82,532.08
VMC Landscape Services	\$102,478.32
Grant Leighton Associates	\$143,400.00

Sharron Mason

Sharron Mason, Buyer

January 23, 2006

Submitted Date

Sharron Mason

Sharron Mason, Buyer

March 6, 2006

Revised Date

C-3

"Best Value" Vendor Evaluation Matrix
C 2006-57 Median and Right-of-Way Maintenance US75/North Dallas Tollway

Vendor	Ranking by total bid amount.	Ranking by Owner's assessment of Vendor's Production Schedule.	Ranking by Owner's assessment of Vendor's Capability to Perform.	Ranking by Owner's assessment of Vendor's Inventory and Equipment	Average Score of Vendor
Dyna-Mist	\$82,532.08	Vendor's submitted schedule meets the acceptable criterion of this contact. 25%	While this vendor doesn't have an extensive background in median maintenance, the scope and size of the properties they maintain sufficiently qualify's them to perform this contract. They received <u>Good</u> performance ratings from more than one resource during the work history verification process. 22%	Vendor's submitted inventory meets the acceptable criterion of this contact 20%	97
Texas Tree & Turf	\$87,335.80	Vendor's submitted schedule meets the acceptable criterion of this contact. 25%	This vendor has sufficient experience on properties of like size and type; they received <u>Good</u> performance ratings from more than one resource during the work history verification process. 25%	Vendor's submitted inventory meets the acceptable criterion of this contact. 20%	98.35
VMC Landscape	\$102,478.32	Vendor's submitted schedule meets the acceptable criterion of this contact. 25%	This vendor has sufficient experience on properties of like size and type; they received <u>Good</u> performance ratings from more than one resource during the work history verification process. 25%	Vendor's submitted inventory meets the acceptable criterion of this contact. 20%	94.16
Grant Leighton	\$143,400.00	Vendor's submitted schedule meets the acceptable criterion of this contact. 25%	This vendor has sufficient experience on properties of like size and type; they received <u>Good</u> performance ratings from more than one resource during the work history verification process. 25%	Vendor's submitted inventory meets the acceptable criterion of this contact. 20%	87.27

Completed By: Matthew Simmons

Title: Parks Field Services Specialist

Date: 2/10/06

All entries on this table were gathered and compiled using actual bid documents as submitted by each vendor. This bid shall be awarded by Council as a "Best Value Bid". The above evaluation matrix has been provided by the using Department in an attempt to identify the most appropriate vendor for this contract.

A score has been given to vendors in each category using the information contained in each responsive. responsible vendor's bid package. Each vendor has been scored lowest to highest, lowest being most suitable for this contract. After all vendors were assessed and scored, each vendor's score was then averaged and results posted.

C-4



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable		
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date: 3/16/06		Reviewed by Legal <i>JA</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable		
Department:	Equipment Services			Initials	Date	
Department Head	Karl Henry	Jim Foster	Executive Director		<i>JA</i>	<i>3-6-06</i>
Dept Signature:	<i>Karl Henry</i>			City Manager	<i>JA</i>	<i>3/16/06</i>
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 four (4) Toro Workman Utility Vehicles with Grooming Attachments in the amount of \$92,709.20 from Professional Turf Products through the Texas Association of School Board Cooperative Purchasing Buyboard contract and authorizing the City Manager or his designee to execute all necessary documents. (225-05)						
FINANCIAL SUMMARY						
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP						
FISCAL YEAR:	05/06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS	
Budget		0	800,000	0	800,000	
Encumbered/Expended Amount		0	0	0	0	
This Item		0	-92,709	0	92,709	
BALANCE		0	-12,709	0	-12,709	
FUND(S): EQUIPMENT REPLACEMENT FUND						
COMMENTS: Funds are included in the FY 2005-06 adopted budget for the replacement purchase of (4) Toro Workman Utility Vehicles. The overage will be funded through savings on other equipment replacement purchases.						
STRATEGIC PLAN GOAL: Equipment replacement relates to the City's goal of "Service Excellence".						
SUMMARY OF ITEM						
Equipment Services request the purchase of four Toro Workman Utility Vehicles with Grooming Attachments through the Texas Association for School Board Cooperative Purchasing Buyboard Contract #225-05 awarded to Professional Turf Products. These units are scheduled replacements for 98201, 98202, 00100 and 00715 for Department 637/Athletic Field Maintenance; Account 071-8421; Supplement 00071001 per fiscal year 05/06.						
The City is authorized to purchase from a Local Cooperative Organization pursuant to Section 271, Subchapter F of the Tex.Loc.Govt.Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (Contract #225-05)						
Total purchase price of all 4 units including delivery fee is \$92,709.20.						

d-1



CITY OF PLANO COUNCIL AGENDA ITEM

List of Supporting Documents: Cover, Memo, Vendor Quote Sheet	Other Departments, Boards, Commissions or Agencies
<p><i>d-2</i></p>	

CITY OF PLANO

02/20/06

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P.O. Number 903628 OR

Cost Center 071

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

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

Ordered 02/20/06 Freight
 Requested 02/20/06 Order Taken By

Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
TORO WORKMAN UTILITY VEHICLES	4	EA	16,922.5500	67,690.20	02/20/06
INVOICE TO FOLLOW PURCHASE OF FOUR (4) TORO WORKMAN UTILITY VEHICLES WITH GROOMING ATTACHMENTS THROUGH THE TEXAS ASSOCIATION OF SCHOOL BOARD COOPERATIVE PURCHASING BUYBOARD CONTRACT NO. #225-05. AWARDED TO PROFESSIONAL TURF PRODUCTS. THESE UNITS ARE SCHEDULED REPLACEMENTS FOR UNIT 98201, 98202, 00100 AND 00715, DEPT. 637. ACCOUNT 071.8421. SUPPLEMENT # 00071001. BUDGETED AMOUNT \$80,000.00 (\$20,000.00 EACH). REQUISITION REQUESTED BY REID CHOATE.					
07303 FOLD DOWN SIDE KIT PUBLISHED OPTION QTY: 4.	4	EA	832.2000	3,328.80	02/20/06
07419 REAR PTO KIT PUBLISHED OPTION QTY: 4.	4	EA	643.1700	2,572.68	02/20/06
92-2655 REAR PTO OVERRUNNING CL PUBLISHED OPTION	4	EA	147.4200	589.68	02/20/06

d-3

CITY OF PLANO

02/20/06

Page - 2

P.O. Number 903628 OR
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
QTY: 4.					
07228 HIGH FLOW HYDRAULICS KIT PUBLISHED OPTION QTY: 4.	4	EA	1,292.7500	5,171.00	02/20/06
07332 CANOPY PUBLISHED OPTION QTY: 4.	4	EA	636.7700	2,547.08	02/20/06
03126 SL SERVICE MANUAL UNPUBLISHED OPTION QTY: 4.	4	EA	32.1400	128.56	02/20/06
01091 SL ENGINE MANUAL UNPUBLISHED OPTION QTY: 4.	4	EA	8.0100	32.04	02/20/06
TC GL650L7-C RHAN INFIELD COND UNPUBLISHED OPTION QTY: 4.	4	EA	2,324.0000	9,296.00	02/20/06
BUYBOARD FEES INVOICE TO FOLLOW		EA	.0000	1,100.00	02/20/06
92-2670 REAR VIEW MIRROR PUBLISHED OPTION QTY: 4.	4	EA	63.2900	253.16	02/20/06
				Total Order	
TermNet 30 Days				92,709.20	

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MEMORANDUM

DATE: March 3, 2006

TO: January Cook, Senior Buyer

FROM: Reid Choate, Technical Coordinator

SUBJECT: Request to purchase four (4) Toro Workman Utility Vehicles with Grooming Attachments through the Texas Association of School Board Cooperative Purchasing Buyboard Contract No. #225-05, awarded to Professional Turf Products.

Estimated Budgeted Amount:		\$80,000.00
Contract Base Price:	16,922.55 x 4 =	\$67,690.20
Published Options:	3,615.60 x 4 =	\$14,462.40
Unpublished options:	2,364.15 x 4 =	\$ 9,456.60
Delivery Fee:		<u>\$ 1,100.00</u>
Total Price w/Options:		\$ 92,709.20

NOTE: These units are scheduled replacements for 98201, 98202, 00100 and 00715 for Department 637/Athletic Field Maintenance per fiscal year 05/06.
Acct 071-8421 / Suppl 00071001.

Please reference Requisition Order No: 903628.

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

Cc: Karl Henry
Jimmy Foster
Kevin Murray
Ed Voss
Bill Shirey
Diane Palmer
Stephen Teiper

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Commercial Products Price List

Effective November 1, 2005 - October 31, 2006

WORKMAN - Heavy Duty					
Model Number	Description	Requirements *	Wgt. (lbs.)	[REDACTED]	Suggested Retail
HEAVY DUTY WORKMAN					
NOTE: Full Flatbed and Full Flatbed Side Kits are standard on all models except 07360 - 3200 LCG, 2WD, 31hp Daihatsu					
Traction Unit					
07360	3200 Liquid Cooled Gas, 2wd, 31hp Daihatsu	No Bed & Side Kit Std.		[REDACTED]	\$ 18,019.00
07361	3200 w/FB & sides, 2wd, 31hp Daihatsu	Bed & Side Kit Std.		[REDACTED]	\$ 19,559.00
07362	3300 Liquid Cooled Diesel, 2wd, 26.5 hp Daihatsu	Bed & Side Kit Std.		[REDACTED]	\$ 21,479.00
07363	3100 Air Cooled Gas, 2wd, 23hp Kohler	Bed & Side Kit Std.		[REDACTED]	\$ 17,337.00
07364	4300 Liquid Cooled Diesel, 4wd, 26.5hp Daihatsu	Bed & Side Kit Std.		[REDACTED]	\$ 25,934.00
07365	4200 Liquid Cooled Gas, 4wd, 31hp Daihatsu	Bed & Side Kit Std.		[REDACTED]	\$ 24,359.00
Standard features of all models include power steering, dual hydraulic dump cylinders, remote hydraulics, differential lock, hi-low range, supervisor's speed lockout, ROPS, tow hitch, 4 wheel hydraulic brakes, halogen head, tail & brake lights, 12V power plug, cupholders & all instrumentation except tachometer/speedometer					
FULL AREA BED ATTACHMENTS					
07303	Fold Down Side Kit (w/tailgate) for Full Flatbed		121	[REDACTED]	\$ 1,039.00
07331	Plastic Bedliner (fits full & 2/3 size beds)			[REDACTED]	\$ 296.00
92-1220	Automatic Tailgate Release	07322	13	[REDACTED]	\$ 299.98
VICON SPREADER					
41256	Vicon Spreader -Cannot be used on air cooled vehicles	41253 & 07228		[REDACTED]	\$ 3,056.00
41253	Vicon Spreader Mounting Kit			[REDACTED]	\$ 2,027.00
Accessories and parts available from, ACI Distributors @ 800-237-0562					
2/3 AREA BED ATTACHMENTS					
07321	2/3 Flatbed	See Note*	243	[REDACTED]	\$ 740.00
07322	2/3 Flatbed - Side Kit (w/tailgate)	07321	93	[REDACTED]	\$ 653.00
44225	Topdresser 1800 - 18cu. ft.	See Note**	893	[REDACTED]	\$ 6,449.00
92-4452	1800 Lift Kit			[REDACTED]	\$ 146.98
Note*: 1/3 of Model 07321 (2/3 Flatbed) must be covered by a bed, accessory or engine cover.					
Note**: Part # 93-9225 (1/3 cover) & 105-7996 (Alternator Shield)					
Tachometer, Hand Throttle (07420); Rearview Mirror (107-8048)					

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Commercial Products Price List

Effective November 1, 2005 - October 31, 2006

WORKMAN - Heavy Duty					
Model Number	Description	Requirements *	Wgt. (lbs.)	[REDACTED]	Suggested Retail
1/3 AREA BED ATTACHMENTS					
07341	1/3 Flatbed		82	[REDACTED]	\$ 416.00
07342	1/3 Flatbed Stake Side Kit	07341	39	[REDACTED]	\$ 210.00
07344	1/3 Vertical Lift, meets ANSI MH29.1	93-9225, 93-3741*	600	[REDACTED]	\$ 6,666.00
<i>*if mounted behind 1/3 area "middle 1/3".</i>					
93-9225	1/3 Area Cover (Daihatsu)			[REDACTED]	\$ 114.09
93-3741	Mid Mount Kit for Vertical Lift		10	[REDACTED]	\$ 393.54
93-9249	Rear 1/3 Area Mounting Kit <i>used for vertical lift or bed</i> <i>1/6 Toolbox for Power Platform - Contact Alumiline Model # UB161921</i>			[REDACTED]	\$ 269.51
REAR MOUNTED ATTACHMENTS					
08867	2 pt. Finish Grader w/ Scarifier	See Note*	197	[REDACTED]	\$ 2,091.00
08856	2 pt. Sand Pro Spiker	See Note*	306	[REDACTED]	\$ 3,210.00
<i>*Note: Requirements: 2 pts Arms - Sand Pro Adapter (44202); Heavy Duty Power Lift (44209); Heavy Duty Hitch Frame (44213). F'03 & earlier models also require remote hydraulics.</i>					
44202	2 pt. Arms - Sand Pro / Lift Fork Adapter (limited availability)	44209	28	[REDACTED]	\$ 244.00
44212	Heavy Duty Draw Bar		51	[REDACTED]	\$ 367.00
44209	Heavy Duty Power Lift Holster Hitch	See Note*	60	[REDACTED]	\$ 1,096.00
44213	Heavy Duty Hitch Frame & Draw Bar Assembly (Interferes w/remote & high flow hydraulic ports)		162	[REDACTED]	\$ 947.00
<i>**Note: F'04 Models require 44213. F'03 and earlier models require 44213 & remote hydraulics</i>					
5th WHEEL ATTACHMENTS					
44230	5th Wheel Hitch Kit w/ Brake Adapter (required with Toro & Cushman 5th Wheel Units, incl. topdresser, trailer, aerator, sprayer)		130	[REDACTED]	\$ 1,080.00
44232	Cushman GA60 Aerator Adapter (lmted. avail.)	See Note*	5	[REDACTED]	\$ 256.00
<i>*Note: F'04 Models require 44230. F'03 and earlier models require 44230 & remote hydraulics</i>					
RETROFIT KITS					
44242	Cushman Core Harvester Adapter	See Note*	95	[REDACTED]	\$ 644.00
107-8004	Remote Hydraulic Float Kit 2004 and later models (used for the Deere TC125)			[REDACTED]	\$ 95.22
<i>*Note: Required: High flow hydraulics (07228) For F'04 and newer vehicles</i>					
<i>*Note: Core Harvester cannot be used on air cooled vehicles</i>					
WORKMAN SPRAYER SYSTEM					
41229	200 Gallon Sprayer <i>Availability limited to field inventory</i> <i>Includes 18.5' Open Boom and Electric Boom Lift Kit</i>	07419		[REDACTED]	\$ 9,966.00
41235	200 Gallon Sprayer <i>Includes 18.5' triangular truss style Open Boom and Electric Boom Lift Kit</i>	07419		[REDACTED]	\$ 11,271.00
<i>Recommended for all Sprayer Systems: Rearview Mirror (107-8048) , Hand Throttle (07420)</i>					
07419	PTO			[REDACTED]	\$ 803.00

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Commercial Products Price List

Effective November 1, 2005 - October 31, 2006

WORKMAN - Heavy Duty					
Model Number	Description	Requirements *	Wgt. (lbs.)	[REDACTED]	Suggested Retail
OPTIONAL ACCESSORIES					
41228	Foam Marker Kit			[REDACTED]	\$ 1,540.00
41097	Hose Reel Kit, 150', 1/2" Hose			[REDACTED]	\$ 1,944.00
41133	Hand Spray Gun Kit			[REDACTED]	\$ 471.00
41024	Single Nozzel Kit			[REDACTED]	\$ 130.00
41355	Enclosed Boom 18.5' (Includes elec lift kit & 94-8718 nozzles)	recommend 95-2425	510	[REDACTED]	\$ 6,050.00
41363	Enclosed Boom Mounting Kit			[REDACTED]	\$ 3,391.00
41089	Sonic Boom			[REDACTED]	\$ 2,806.00
SPRAY NOZZLES FOR OPEN BOOMS					
95-9221	Yellow 0.20 gpm nozzle @ 40 PSI	11 each		[REDACTED]	\$ 17.77
95-9222	Red 0.40 gpm nozzle @ 40 PSI	11 each		[REDACTED]	\$ 17.77
95-9223	Brown 0.50 gpm nozzle @ 40 PSI	11 each		[REDACTED]	\$ 17.77
95-9224	Gray 0.60 gpm nozzle @ 40 PSI	11 each		[REDACTED]	\$ 17.77
95-9225	White 0.80 gpm nozzle @ 40 PSI	11 each		[REDACTED]	\$ 17.77
95-9188	Light Blue 1.00 gpm nozzle @ 40 PSI	11 each		[REDACTED]	\$ 17.77
95-9226	Light Green 1.50 gpm nozzle @ 40 PSI	11 each		[REDACTED]	\$ 17.77
95-9186	Nozzle Cap			[REDACTED]	\$ 3.43
40998	Gasket			[REDACTED]	\$ 0.54
WORKMAN TIRES					
Turf Tires (Turf Only)					
94-5261	Tire only (Front) 20x10.00 - 10 4 ply ribbed (all pre-F'04 Workman)			[REDACTED]	\$ 102.92
94-5262	Tire & Wheel Assy. (Front) 20x10.00 - 10 4 ply ribbed (all pre-F'04 Workman)			[REDACTED]	\$ 131.23
87-6740	Tire only (Rear) 24x13.00 - 12 6 ply turf tread, Mitsubishi units			[REDACTED]	\$ 198.53
87-5370	Tire & Wheel Assy. (Rear) 24x13.00 - 12 6 ply turf tread, Mitsubishi units			[REDACTED]	\$ 267.11
87-3290	Tire only (Rear) 23x10.50 - 12 4 ply Turf tread (3100 tire, pre-F'04)			[REDACTED]	\$ 134.78
87-6370	Tire & Wheel Assy. (Rear) 23x10.50 - 12 4 ply Turf tread (3100 tire, pre-F'04)			[REDACTED]	\$ 169.03
Paved Surface Tires (Pavement & Turf)					
106-7862	Front Tire (F'04, standard)			[REDACTED]	\$ 73.02
106-7868	Rear Tire (F'04, standard)			[REDACTED]	\$ 114.55
106-7863	Front Tire & Wheel Assembly (F'04 & After Models standard)			[REDACTED]	\$ 130.18
106-7864	Rear Tire & Wheel Assembly (F'04 & After Models standard)			[REDACTED]	\$ 188.98
105-1781	Rear Tire, 24 x 12 - 12, 6 Ply (F'03)			[REDACTED]	\$ 151.50
94-3809	Tire only (Front) 20x10.00 -10 4 ply (2wd only)			[REDACTED]	\$ 145.14
94-5236	Tire only (Front) 20x10.00 -10 6 ply			[REDACTED]	\$ 135.83
99-1091	Tire only (Rear) 23x10.5 -12 4 ply			[REDACTED]	\$ 98.95
99-1093	Tire & Wheel Assy. (Rear) 23x10.5 - 12 4 ply			[REDACTED]	\$ 162.73
98-2978	Tire & Wheel Assy. (Rear) foam filled 23x10.5 - 12 4 ply (must have rear brake cylinder upgrade on 2wd models)			[REDACTED]	\$ 304.48
	92-4117 - Rear Wheel Assembly - Left			[REDACTED]	
	92-4118 - Rear Wheel Assembly - Right			[REDACTED]	
Hard & Abrasive Surface Tires (may cause turf damage)					
98-2996	Tire only (Front) 20x8.00 - 10 load range E			44 [REDACTED]	\$ 125.38

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Commercial Products Price List

Effective November 1, 2005 - October 31, 2006

WORKMAN - Heavy Duty

Model Number	Description	Requirements *	Wgt. (lbs.)		Suggested Retail
98-2995	Tire & Wheel Assy. (Front) 20.5x8.00 - 10 load range E				\$ 141.73
98-2977	Tire & Wheel Assy. (Front) foam filled 20.5x8.00 - 10 load range E				\$ 229.31
98-2992	Tire & Wheel Assy. (Rear) 23x8.50 - 12 6 ply includes both the LH -# 98-2988 & RH # 98-2989		44		\$ 400.03
98-2988	Tire & Wheel Assy. (Rear) LH side only of the # 98-2992, skid steer type				\$ 205.78
98-2989	Tire & Wheel Assy. (Rear) RH side only of the # 98-2992, skid steer type.				\$ 205.78
98-2993	Tire only (Rear) 23x8.50 - 12 6 ply		44		\$ 129.56
OPTIONAL ACCESSORIES					
07419	Rear PTO Kit		24		\$ 803.00
92-2655	Rear PTO Overrunning Clutch* <i>*required for rear mounted attachments used in mobile operation.</i>				\$ 184.05
07420	Hand Throttle (F'04 Traction Units & After)		4		\$ 147.00
07228	High Flow Hydraulics kit (2002 or after Liquid Cooled Models) 8gpm at 2000 psi, includes pump, cooler, electric opr. valve, dash switch, fitting, hoses and connectors			\$ 1,614.00	\$ 1,614.00
107-8004	Remote Hydraulic Float Kit (Note: 2004 and newer models, to be used with Deere TC125) See Note*				\$ 95.22
<i>*Note: Remote hydraulics required for 2003 & earlier models when using Heavy Duty Powerlift holster hitch (44209), 1800 Topdresser (44225), Core Harvester Adapter (44242) and Cushman</i>					
07319	Cab & Doors - 2004 Workman and after (Cannot be used with sprayer)				\$ 4,804.00
07330	Heater Kit - 2004 Workman and after				\$ 867.00
105-9497	Cab Heater kit, Daihatsu (Gas & Diesel - 2003 and earlier models)				\$ 824.79
94-5510	Cab Heater Kit (for Mitsubishi units, ltd avail., Liquid Cooled Gas)				\$ 669.98
94-5511	Cab Heater Kit (for Mitsubishi units, ltd avail., Liquid Cooled Diesel)				\$ 799.98
07332	Canopy				\$ 795.00
07333	Folding windshield				\$ 480.00
110-2510	Right and Left Side Mirrors (for 07319)				\$ 189.88
105-7996	Alternator Shield (Daihatsu units)		14		\$ 50.98
92-5963	Engine Cover (Mitsubishi) (Diesel)		1		\$ 123.98
99-1214	Engine Cover (old #92-1344), Mitsubishi (Liquid Cooled C		10		\$ 178.48
107-7985	Signal Lights; Warning Lights, Main Wiring Harness (107-7987 req.) For 2004 models		10		\$ 461.75
93-3901	Signal Lights; Warning Lights, Main Wiring Harness (93-3900 req.) For 2003 models and earlier		10		\$ 501.48
107-7987	Main Wire Harness (2004 models)		5		\$ 351.58
93-3900	Main Wire Harness (2003 models and earlier)				\$ 347.88
107-7988	Work Lights (2004 models)	107-7987	5		\$ 313.04
93-3903	Work Lights (2003 models and earlier)	93-3900	5		\$ 282.38
107-8037	Reverse Alarm (2004 models)				\$ 294.14
93-3904	Reverse Alarm (2003 models)		3		\$ 247.45
92-1295	Seat Belt Kit (pair) (2003 & earlier Models)		9		\$ 151.61
99-1098	Rearview Mirror, Cab, Inside (For Industrial Units Only)				\$ 64.98
100-4467	Extended Dipstick, LCG Workman, Mitsubishi				\$ 71.39

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Commercial Products Price List

Effective November 1, 2005 - October 31, 2006

WORKMAN - Heavy Duty					
Model Number	Description	Requirements *	Wgt. (lbs.)	Suggested Retail	
OPTIONAL ACCESSORIES					
107-7975	Tachometer (LCG - 2004 and after models)	07360/ 07361/ 07365			\$ 129.66
107-7976	Tachometer (LCD - 2004 and after models)	07362/ 07364			\$ 184.05
107-7977	Tachometer (ACG - 2004 and after models)	07363			\$ 260.38
105-9498	Tachometer/Speedometer, Daihatsu - Gas,	07360/ 07361/ 07365			\$ 129.87
105-9499	Tachometer/Speedometer, Daihatsu - Diesel,	07632/ 07364	1		\$ 194.87
87-9950	Tachometer/Speedometer, Mitsubishi - L.C.& Diesel (1995 and above)	07200/ 07216/ 07230 07222/ 07220/ 07231			\$ 140.68
87-9960	Tachometer/Speedometer - Air Cooled (Old and New) (1995 and above)	07210/ 07232 07214/ 07363	1		\$ 173.23
<i>Note: Tachometer/Speedometers for Daihatsu Gas and Diesel are compatible with 2002-2003 models.</i>					
108-3108	Spark Arrestor (Daihatsu engines only)				\$ 27.93
75-6880	Spark Arrestor (Mitsubishi engines only)				\$ 26.98
107-8048	Rear View Mirror Kit, 2004 (8 1/2" convex, right hand side)				\$ 157.48
92-2670	Rear View Mirror Kit, 2003 (8 1/2" convex, right hand side)		3		\$ 99.99
106-2452	High Air Intake Kit (Daihatsu engines only) (2003 Models and earlier)				\$ 163.78
94-5244	High Air Intake Kit (Mitsubishi engines only)				\$ 199.98
107-8003	High Air Intake Kit (Daihatsu F'04)				\$ 108.24
106-6720	High Altitude Kit (Daihatsu)	(2400 - 6000 ft above sea level)			\$ 15.49
106-6721	High Altitude Kit (Daihatsu)	(6000 - 10,000 ft above sea level)			\$ 15.49
Allied	4 Post ROPS				Contact Custom Products
Allied	Falling Object Protection System				Contact Custom Products

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TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE

End User: City of Plano	Date Prepared: 2/15/2006
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Product Description: 3300 Liquid Cooled 26.5 hp Diesel , 2WD Toro Workman

A: Base Price in Buyboard Bid/Proposal Number: 225-05	\$ 16,922.55
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B: Published Options:			
DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
07303 Fold Down Side Kit	\$ 832.20		
07419 Rear PTO Kit	\$ 643.17		
92-2655 Rear PTO Overrunning Clutch	\$ 147.42		
07228 High Flow Hydraulics Kit	\$ 1,292.75		
92-2670 Rearview Mirror	\$ 63.29		
07332 Canopy	\$ 636.77		
Subtotal Column 1	\$ 3,615.60	Subtotal Column 2	\$ -
Published Options added to Base Price(Subtotal of "Col 1" & "Col 2")			\$ 3,615.60

C: Unpublished Options:			
DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
03126 SL Service Manual	\$ 32.14		
01091 SL Engine Manual	\$ 8.01		
TC GL650L7-C Rhan Infield Conditioner w/ HD Scarifer & Springtine Scarifer include Hydraulics, boom Bar, Mount Brackets, Hitch, Hardware	\$ 2,324.00		
Subtotal Column 1	\$ 2,364.15	Subtotal Column 2	\$ -
Unpublished Options added to Base Price(Subtotal of "Col 1" & "Col 2")			\$ 2,364.15

The total cost of Unpublished Options as a percentage of the Base Price plus Published Options cannot exceed 25%. For this transaction the percentage is:	11.50%
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D: Unit Cost :	\$ 22,902.30
E: Quantity Ordered:	\$ 4.00
F: Subtotal:	\$ 91,609.20
G: Delivery & Set Up:	\$ 1,100.00
H: Total Purchase Price:	\$ 92,709.20

Professional Turf Products
 PO Box 613189
 DFW Airport, TX 75261

Dan Adams
 972-453-0190

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 BUYBOARD BID.xls



**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: 03/16/06		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Technology Services		Initials	Date	
Department Head	David Stephens	Executive Director	<i>[Signature]</i>	6.9.06	
Dept Signature:		City Manager	<i>[Signature]</i>	6/7/06	
Agenda Coordinator (include phone #): Lisa Prunty, ext 7342					

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

CAPTION

Purchase from existing Contract/Agreement to authorize the purchase of a service contract for IBM network servers in the amount of \$ 35,208.60 from IBM Direct through a Department of Information Resources (DIR) Contract, and authorizing the City Manager or his designee to execute all necessary documents. (DIR-SDD-190)

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	2,226,049	0	2,226,049
Encumbered/Expended Amount	0	-1,436,259	0	-1,436,259
This Item	0	-35,209	0	-35209
BALANCE	0	754,581	0	754,581

FUND(S): **TECHNOLOGY SERVICES FUND**

COMMENTS: Funds are included in the 2005-06 Technology Services budget. The remaining balance will be used throughout the year for other maintenance agreements.

SUMMARY OF ITEM

Technology Services recommends Council approve an expenditure of \$35,208.60 to IBM Direct through the Department of Information Resources (DIR) for a maintenance support contract on network infrastructure servers. The City is authorized to purchase from the State Contract List pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so satisfies any State Law requiring the local government to seek competitive bids for the items. (DIR-SDD-190)

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

Date: 02/24/06
To: David Stephens, Director Technology Services
Cc:
From: Chester M. Helt, Infrastructure Manager
RE: IBM Server Maintenance

We are recommending that the attached IBM Maintenance be acquired for the listed servers. This maintenance is for a one year term and provides us on-site support for our IBM servers should we have any hardware outages.

We are recommending purchasing this maintenance from IBM Direct from their State of Texas contract DIR No. SDD-190 for the amount of \$ 35208.60.

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	03/16/06	Reviewed by Legal <i>[Signature]</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		<i>[Initials]</i>	Date
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	3.6.6
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	3/16/06
Agenda Coordinator (include phone #):		Irene Pegues (7198) <i>[Signature]</i>	Project No. 5556	
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input checked="" type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Approval of contract to approve the terms and conditions of an architectural services contract by and between the City and Wiginton Hooker Jeffry, P.C., in the amount of \$1,037,950 for City of Plano Fire Station No. 12 and Emergency Operations Center and Storage Complex, and authorizing the City Manager or his designee to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	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	-1,037,950	0
BALANCE		0	4,733,010	7,100,000
FUND(S): FIRE FACILITIES				
COMMENTS: Funds are included in the 2005-06 Fire Facilities CIP. This item, in the amount of \$1,037,950, will leave a current year balance of \$4,733,010 for Fire Station No. 12 / Logistic Facility and the Emergency Operations Center.				
STRATEGIC PLAN GOAL: Architectural service for fire facilities relates to the City's Goals of Premier City for Families.				
SUMMARY OF ITEM				
Wiginton Hooker Jeffry, P.C. did a site assessment and programming for this project. Design Services bidding and construction administration will be provided under this contract. The contract is within the budgeted amounts.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Architectural Services Agreement		n/a		
Location Map				

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**CITY OF PLANO FIRE STATION NO. 12
AND EMERGENCY OPERATIONS CENTER AND STORAGE COMPLEX
PROJECT NO. 5556**

ARCHITECTURAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **WIGINTON HOOKER JEFFRY, P.C.**, a **TEXAS** Corporation, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Architect to prepare construction plans, specifications, details and special provisions and to perform other related architectural services in connection with the **CITY OF PLANO FIRE STATION NO. 12 AND EMERGENCY OPERATIONS CENTER AND STORAGE COMPLEX** located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Architect

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

II. Scope of Services

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



III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

VII. Indemnity

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

In its sole discretion, City shall have the right to approve defense counsel to be retained by Architect in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Architect's obligation to defend City or as a waiver of Architect's obligation to indemnify City pursuant to this Agreement. Architect shall retain City approved defense counsel within seven (7)

business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Architect fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Architect shall be liable for all costs incurred by City.

VIII. Independent Contractor

Architect covenants and agrees that Architect is an independent contractor and not an officer, agent, servant or employee of City; that Architect 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 Architect, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Architect.

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Architect's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

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

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

Wiginton Hooker Jeffry, P.C.
9696 Skillman, Suite 255
Dallas, TX 75243
Attn: Anthony M. Jeffry, AIA

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

SIGNED on the date indicated below.

WIGINTON HOOKER JEFFRY, P.C.
A Texas Corporation

DATE: _____

BY: _____
Anthony M. Jeffry
VICE PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2003, by **Anthony M. Jeffry, Vice President** of **Wiginton Hooker Jeffry, P.C.**, a **Texas** corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas



**EXHIBIT A
SCOPE OF SERVICES**

1. PROJECT DESCRIPTION

1.1 The project consists of a new, 17,600 s.f. fire station, a 10,400 s.f. Fire Department Warehouse/Logistics Center, and a 17,900 s.f. Emergency Operations Center. The three buildings are to be located on a 4.3-acre site West of the intersection of Parker Road and Coit Road. The estimated project construction budget is \$10,500,000.

2. ARCHITECTS SERVICES

2.1.1 FACILITY PROGRAM

2.1.1.1 The Architect will work with the City's representatives to verify the facility space requirements previously established.

2.1.1.2. The Architect will document changes to the facility program and submit it to the City for review and approval.

2.1.2. SCHEMATIC DESIGN

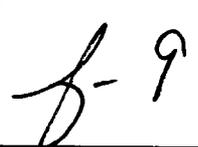
2.1.2.1. Based on the approved facility program, the Architect will prepare the Schematic Design for the project. This will consist of refining both the site plan and floor plans previously developed, and developing building elevations depicting the scale, character and general materials of the building.

2.1.2.2 The Architect will prepare an estimate of construction cost.

2.1.3. DESIGN DEVELOPMENT

2.1.3.1. Based on the approved Schematic Design and the City's comments for same, the Architect will prepare Design Development Documents. The documents will consist of architectural, mechanical, electrical, plumbing and structural engineering drawings to fix and describe the size and character of the Project as to architectural, structural, mechanical, electrical and plumbing systems, materials and such other elements as may be appropriate.

2.1.3.2. The Architect will provide to the City two estimates of construction costs.



2.1.4 CONSTRUCTION DOCUMENTS PHASE

- 2.1.4.1. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the City, Construction Documents consisting of Drawings and Specifications setting forth in detail the Architectural, Mechanical, Electrical, Plumbing and Structural Engineering requirements for the construction of the Project.
- 2.1.4.2. The Architect shall assist the City in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the City and Contractor.
- 2.1.4.3. The Architect shall advise the City of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.
- 2.1.4.4. The Architect shall assist the City in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.1.5. BIDDING PHASE

- 2.1.5.1. The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids and assist in awarding and preparing contracts for construction.

2.1.6. CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT

- 2.1.6.1. The Architect's responsibility to provide services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work, whichever is earliest. For purposes of this agreement, it is expressly understood the construction phase services will last no longer than 16 months.
- 2.1.6.2. The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions and the City's Supplementary Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement.
- 2.1.6.3. Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect.

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- 2.1.6.4. The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.
- 2.1.6.5. The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defect and deficiencies in the Work.
- 2.1.6.6. The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
- 2.1.6.7. The Architect shall at all times have access to the Work wherever it is in preparation or progress.
- 2.1.6.8. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.
- 2.1.6.9. Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and recommend the amounts due the Contractor.
- 2.1.6.10. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.1.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, and to minor deviations from the



Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspection to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's Right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.1.6.11. The Architect shall have authority to reject Work, which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or complete. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.1.6.12. The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.1.6.13. The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by

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the Architect as provided in Subparagraphs 3.1.1. and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

- 2.1.6.14. The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.
- 2.1.6.15. The Architect shall interpret and report on matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.
- 2.1.6.16. Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.
- 2.1.6.17. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents and previously approved by Owner.
- 2.1.6.18. The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.2 SERVICES OF CONSULTANTS

- 2.2.1 The Architects Consultant shall provide Landscape Architectural Services for the Project. This shall include all drawings necessary to properly describe both Planting and Irrigation Design.
- 2.2.2 The Architects Consultant shall provide Civil Engineering Design. This shall include all drawings necessary to properly describe civil related work to be constructed on the site, preparing exhibits for each step of the site development approval process and an erosion control plan (SWPPP). Not included as a part of these services is the design of improvements or extensions of the public water and sewer system, or improvements or extensions to City streets.

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- 2.2.3 The Architects Consultant shall provide Platting Services for the Project. This shall include the preparation of documents necessary for the submission of a preliminary replat and a final replat to the city for consideration. This shall include attendance at one meeting of the Planning and Zoning Commission and one meeting of the City Council to present the preliminary replat and a second set of such meetings to present the final replat. Any comments made regarding noncompliance with the City's rules and regulations shall be addressed.
- 2.2.4 The Architects Consultant shall provide Topographic Survey Services for the Project. This shall include contour information, existing drainage facilities, ditches, the location of all visible above-ground utilities, the diameter and species of large trees, and property corners as reference points.
- 2.2.5 The Architects Consultant shall provide Geotechnical Investigation Services for the Project. This shall include subsurface investigation of proposed site with 3 borings to a depth of 40 feet and 5 borings to a depth of 25 feet beneath the proposed building areas, and 4 pavement borings to a depth of 7 feet. The testing to be completed on selected samples will be determined by the engineer, including Moisture Content, Atterburg Limits, Swell Tests, Unconfined Compression Testing, Pocket Penetrometer Readings, Determination of Suction Values, Hydrometer, % fine clay readings, % Passing #200 Sieve, Unit Weight Determinations. The written Geotechnical Report will include determination of Potential Vertical Movement, recommendations for soil modification, foundation options and design recommendations, pavement recommendations, the boring logs and test data. Two bound copies of the report will be provided to the Client.
- These services do not include clearing to obtain access to testing site, replacement of soil within test boring hole to it's original compaction (settlement of the hole may occur), or repair of pavement or grading of sites after completion of testing due to drilling rig causing damage to property due to the weight of the machine. Construction Materials Testing, including on site soil density testing during construction, soil proctors, any concrete testing on site during construction, or any other testing services needed for the construction of the project are not part of the Geotechnical Investigation Task but may be billed as Additional Services.
- 2.2.6 The Architects Consultant shall provide Cost Estimating Services for the Project. A total of four Cost Estimates shall be prepared at the following design milestones: one at the completion of Schematic Design, two estimates during Design Development and one estimate during Construction Documents.

3. **ADDITIONAL SERVICES**

3.1. **GENERAL**

- 3.1.1. The services described in this Article 3 are not included in Basic Services unless so identified in Article 2, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Article 2, Services. The

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services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2. PROJECT REPRESENTATION BEYOND BASIC SERVICES

- 3.2.1. If more extensive representation at the site than is described in Subparagraph 2.1.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.
- 3.2.2. Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefore as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.
- 3.2.3. Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations the Architect as described elsewhere in this Agreement.

3.3. CONTINGENT ADDITIONAL SERVICES

- 3.3.1. Making revisions in Drawings, Specifications or other documents when such revisions are:
 - 1. inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
 - 2. required by the enactment or revision of codes, laws or regulations and/or platting review and processing subsequent to the preparation of such documents; or
 - 3. due to changes required as a result of the Owner's failure to render decisions in a timely manner.
- 3.3.2. Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction. Provided these changes have not been caused by an error or omission by Architects or their Consultants.

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- 3.3.3. Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives, that requires extensive effort or modification to the drawings.
- 3.3.4. Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting there from, unless substitutions are required by error or omission or discontinuance of product.
- 3.3.5. Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.
- 3.3.6. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.
- 3.3.7. Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work, provided claims not made due to an error or omission.
- 3.3.8. Providing services in connection with a public hearing, arbitration proceeding or legal proceeding in connection with the work.
- 3.3.9. Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4. **OPTIONAL ADDITIONAL SERVICES**

- 3.4.1. Providing financial feasibility or other special studies.
- 3.4.2. Providing planning surveys, site evaluations or comparative studies of prospective sites.
- 3.4.3. Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
- 3.4.4. Providing services to investigate existing conditions or facilities or to make measured drawings thereof.
- 3.4.5. Providing services to verify the accuracy of drawings or other information furnished by the Owner.
- 3.4.6. Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

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- 3.4.7. Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.
- 3.4.8. Providing detailed quantity surveys or inventories of material, equipment and labor.
- 3.4.9. Providing analyses of owning and operating costs.
- 3.4.10. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 3.4.11. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.
- 3.4.12. Providing services of additional specialty consultants not outlined in paragraph 1.5 of Exhibit "C" (i.e. Security, A/V, Communications, Acoustical)

4. OWNER'S RESPONSIBILITIES

- 4.1. The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.
- 4.2. The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- 4.3. The Owner shall furnish the services of an inspection testing & material laboratory.
- 4.4. The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.
- 4.5. The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.
- 4.6. The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for

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Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

- 4.7. The services, information, surveys and reports required by Paragraphs 4.3 through 4.6 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.
- 4.8. Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.
- 4.9. The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

5. CONSTRUCTION COST

5.1 DEFINITION

- 5.1.1. The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.
- 5.1.2. The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.
- 5.1.3. Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

6. MISCELLANEOUS PROVISIONS

- 6.1. Terms in this Agreement shall have the same meaning as those in AIA document A201, General Conditions and the City's Supplementary Conditions of the contract for Construction, current as of the date of this Agreement.
- 6.2. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

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- 6.3. Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- 6.4. The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

7. PAYMENTS TO THE ARCHITECT

7.1. REIMBURSABLE EXPENSES

- 7.1.1. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.
 - 7.1.1.1. Expense of transportation in connection with the Project; expenses in connection with travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.
 - 7.1.1.2. Expense of reproductions, postage and handling of Drawings, Specifications and other documents.
 - 7.1.1.3. If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.
 - 7.1.1.4. Expense of renderings, models and mock-ups requested by the Owner.
 - 7.1.1.5. Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

7.2. PAYMENTS ON ACCOUNT OF SERVICES

- 7.2.1. Payments for Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service.

7.3. PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

7.3.1. Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

7.4. PAYMENTS WITHHELD

7.4.1. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

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**EXHIBIT B
SCHEDULE OF WORK**

Notice to Proceed	January 9, 2006
Program Verification and Revision Completion	January 23, 2006
Schematic Design Completion	March 17, 2006
Review and Approval by City	March 31, 2006
Design Development Completion	June 9, 2006
Review and Approval by City	June 23, 2006
Construction Documents (90%)	October 6, 2006
Construction Documents Review & Approval Completion	October 20, 2006
Implement Review Comments / Final Coordination	October 27, 2006
Release Documents for Bidding	October 27, 2006
Receive Bids	November 29, 2006
Contractor Award / Notice to Proceed	December 18, 2006 (est.)
Contractor Mobilize on Site	January 3, 2007 (est.)

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**EXHIBIT C
COMPENSATION AND METHOD OF PAYMENT**

1. BASIS OF COMPENSATION FOR SERVICES

1.1. For Services described in Exhibit "A", Scope of Services

Basic Services (Paragraphs 2.1.1 through 2.1.6)	\$ 918,750
Consultant Services (Paragraphs 2.2.1 through 2.2.6)	
Landscape Architecture	\$ 10,400
Civil Engineering/Design (includes SWPPP)	\$ 43,000
Plating (Preliminary & Final)	\$ 6,400
Topographic Survey	\$ 4,400
Geotechnical Investigation	\$ 7,000
Cost Estimating (4 Estimates)	\$ 28,000
<u>Reimbursable Expenses (Article 7.1; Not to Exceed without Authorization)</u>	<u>\$ 20,000</u>
Total Estimated Fee	\$ 1,037,950

1.2 Progress payments for Basic Services in each phase of Paragraphs 2.1.2 through 2.1.6 shall be as follows:

Schematic Design Phase:	Fifteen	percent (15%)
Design Development Phase:	Twenty	percent (20%)
Construction Documents Phase:	Forty	percent (40%)
Bidding or Negotiation Phase:	Five	percent (5%)
Construction Phase:	Twenty	percent (20%)
Total Basic Compensation	One Hundred percent (100%)	

Items based on a lump sum cost shall be billed on a percentage of completion of each task.

1.3 COMPENSATION FOR ADDITIONAL SERVICES

1.3.1. For additional services of the Architect, as described in Article 3 other than (1) Additional Project Representation beyond Basic Services, as described in Paragraph 3.2., but excluding services of consultants, compensation shall be computed at the following hourly rates:

Officers	\$ 215
Principals	180
Sr. Project Manager	120
Project Manager / Project Architect	100
Project Coordinators	100
Interior Designer	75
CADD Technician	60
Specification Writer	60
Clerical	50

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1.3.2. For additional services of consultants, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4 a multiple of 1.3 times the amounts billed to the Architect for such services.

1.4 REIMBURSABLE EXPENSES

1.4.1. For reimbursable expenses, as described in Paragraph 7.1 as Reimbursable Expenses, a multiple of 1.15 times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project. Reimbursable expenses will not exceed the following amount without prior written authorization from the Owner.....\$20,000.00.

Cost associated with the printing of bid documents and specifications and delivery of same will be in addition to allowance.

1.5 ADDITIONAL PROVISIONS

1.5.1 If the Services covered by this Agreement have not been completed within 24 months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 1.3 above.

1.5.2 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

EXHIBIT "D"
ARCHITECTURE
INSURANCE

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

1. General Insurance Requirements:

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

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

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

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.

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

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

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

- 2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.
- 2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

2.2 Professional Errors and Omissions

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

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

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ARCHITECTURE

City of Plano - Insurance Checklist

("X" means the coverage is required.)

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

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

INSURANCE AGENT'S STATEMENT

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

26. The above policy(s) carry the following deductibles: _____

Full limits of coverage available for:

General Liability _____ Professional Liability _____
Automobile Liability _____

27. Liability policies are (indicate):

OCCURRENCE []

CLAIMS MADE []

Signature

Date

Insurance Agent (Print)

Name of Insured

Date

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EXHIBIT "E"

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.

Name of Architectural Firm

By: _____
Signature

(Print Name)

Title

Date

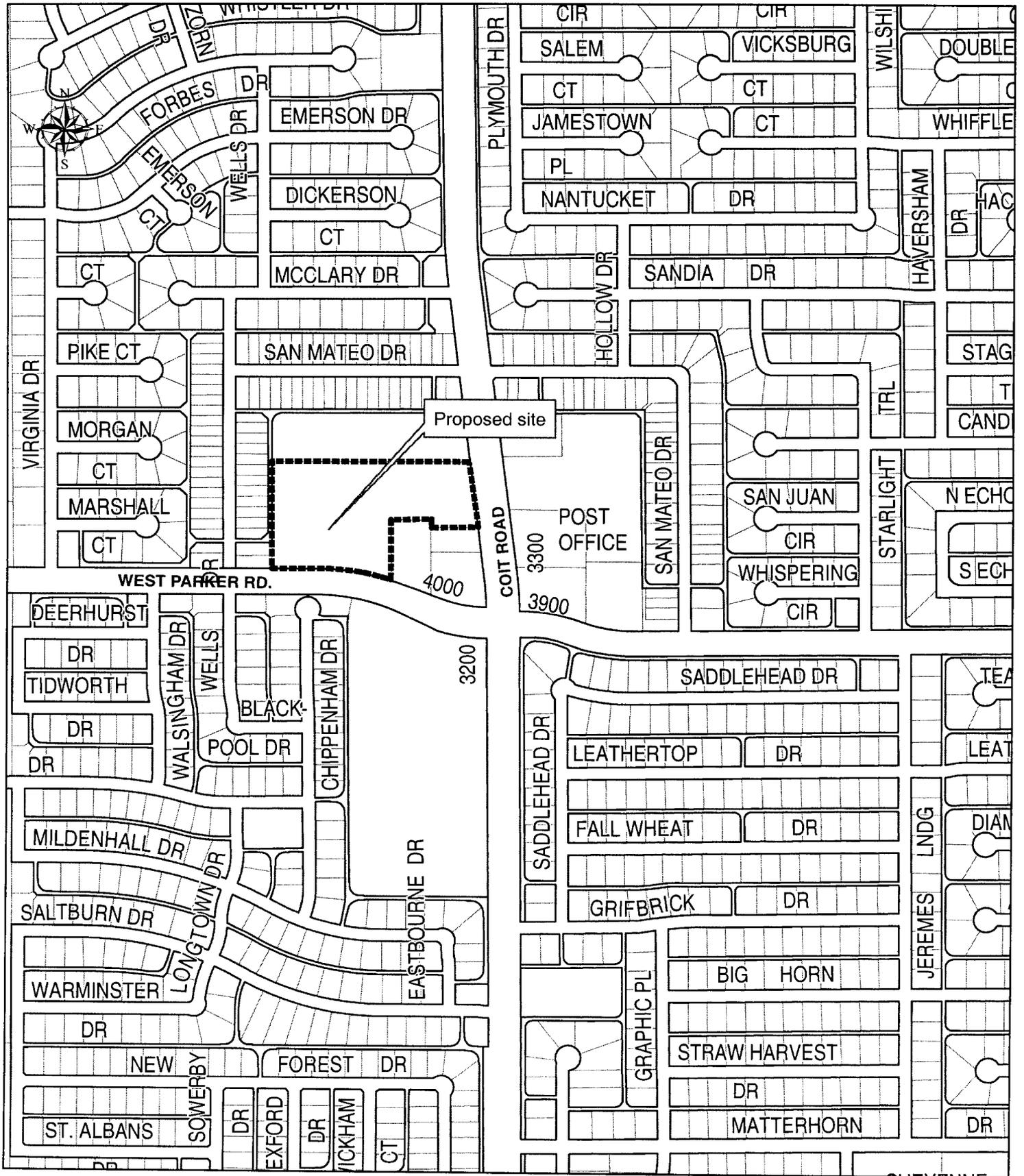
STATE OF TEXAS §
 §
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____,
_____.

Notary Public, State of Texas

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FIRE STATION 12 & EOC & STORAGE COMPLEX



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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	03/16/06	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Engineering Department	Initials	Date		
Department Head	Alan Upchurch	Executive Director	3/2/06		
Dept Signature:	<i>Alan Upchurch</i>	City Manager	3/2/06		
Agenda Coordinator (include phone #):	Irene Pegues (7198)	(Project No. 5154)			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
To McMahon Contracting, L.P., increasing the contract by \$48,439.35 for Tollroad Service Road – Spring Creek Parkway to Headquarters Drive, Change Order No. 5. (Original Bid No. B035-05)					
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		1,147,062	165,938	0	1,313,000
Encumbered/Expended Amount		-1,147,062	-145,831	0	-1,292,893
This Item		0	-48,439	0	-48,439
BALANCE		0	-28,332	0	-28,332
FUND(S): STREET IMPROVEMENT CIP					
COMMENTS: Funds are included in the 2005-06 Street Improvement CIP. This change order, in the amount of \$48,439, will exceed the current year balance by \$28,332 for the Tollway Service Roads – Spring Creek to Headquarters project. The overage will be funded through saving and reallocation from the McDermott – Ohio to Robinson project.					
STRATEGIC PLAN GOAL: Service road improvements relate to the City's Goal of Safe, Efficient Travel.					
SUMMARY OF ITEM					
This change order is for an increase in the original excavation quantity bid determined to be necessary through field survey measurements. Because of the larger quantity amount, the contractor has agreed to reduce the unit price for the excavation item. Included also will be payment for the related survey services, which will be reimbursed to the City of Plano by the consulting engineer. Also included in this change order are accumulated increases from work on various areas of the project for removal of curb and gutter, 10" reinforced concrete pavement and concrete pavement repair for storm sewer installation.					
Staff recommends approval of Change Order No. 5. The contract total will be \$1,204,759.64, which includes change orders of 8.66% of the original contract amount of \$1,108,738.01.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Change Order No. 5		N/A			
Location Map					

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CHANGE ORDER NO. 5

**TOLLROAD SERVICE ROAD – SPRING CREEK
PARKWAY TO HEADQUARTERS DRIVE
PROJECT NO. 5154
PURCHASE ORDER NO. 102713
CIP NO. 31427
BID NO. B035-05**

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS** and **MCMAHON CONTRACTING, L.P.** for the **TOLLROAD SERVICE ROAD – SPRING CREEK PARKWAY TO HEADQUARTERS DRIVE PROJECT**, dated **JANUARY 10, 2005**.

B. DESCRIPTION OF CHANGE

The change order is for the following:

- (1) Field survey work has verified that the original quantity set up for Item No. 101 – Unclassified Street Excavation is lower than the actual amount excavated. So this quantity will need to be increased to comply with actual measurements. Because of the larger quantity amount, the contractor has agreed to reduce the unit price from the original \$19.08 per cubic yard to \$17.00 per cubic yard.
- (2) The survey measurements required to establish the correct excavation quantity were provided by the contractor's surveyor at his expense. Therefore, since they proved the bid quantity to be incorrect, the contractor will be reimbursed for this expense.
- (3) Conditions encountered in the field on various areas of the project have accumulated a larger total quantity than the original bid for: Removal of Curb and Gutter, 10" R.C. Concrete Pavement and Concrete Pavement Repair for Storm Sewer. The increased amount of the quantities for these items is included in this change order.



C. EFFECT OF CHANGE

This change order will have the following effect on the cost of this project:

ITEM NO.	ITEM DESCRIPTION	ORIGINAL QUANTITY	REVISED QUANTITY	UNIT	UNIT PRICE	AMOUNT OF CHANGE
101	Uncl. St. Excav. (Orig)	2,900	0	C.Y.	\$19.08	-\$55,332.00
101	Uncl. St. Excav. (Rev)	0	5,734.37	C.Y.	\$17.00	\$97,484.29
107	Rem. Curb & Gutter	10,518	10,684	L.F.	\$5.57	\$924.62
112	10" R.C. Pavement	12,055	12,117	S.Y.	\$40.47	\$2,509.14
127	Conc. Pave. Repair St. Sewer	35	74	S.F.	\$14.70	\$573.30
138	Survey for Excav. Meas.	0	1	L.S.	\$2,280.00	\$2,280.00
	TOTAL:					\$48,439.35

Original Contract Amount	<u>\$ 1,108,738.01</u>
Contract Amount (Including Previous Change Orders)	<u>\$ 1,156,320.29</u>
Amount, Change Order No. 5	<u>\$ 48,439.35</u>
Revised Contract Amount	<u>\$ 1,204,759.64</u>
Total Percent Increase Including Previous Change Orders	<u>8.66%</u>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add 0 days to this project:

Original Contract Time	<u>180 working days</u>
Amount (Including Previous Change Orders)	<u>198 working days</u>
Amount, Change Order No. 5	<u>0 working days</u>
Revised Contract Time	<u>198 working days</u>
Total Percent Increase Including Previous Change Orders	<u>10.00%</u>

E. AGREEMENT

By the signatures below, duly authorized agents of the City of Plano, Texas and MCMAHON CONTRACTING, L.P., do hereby agree to append this Change Order No. 5 to the original contract between themselves, dated JANUARY 10, 2005.

OWNER: CITY OF PLANO

**CONTRACTOR: MCMAHON
CONTRACTING, L.P., A TEXAS
LIMITED PARTNERSHIP
BY: JSM MANAGEMENT COMPANY,
LLC, GENERAL PARTNER**

By: _____
(signature)

By: _____
(signature)

Print
Name: Thomas H. Muehienbeck

Print
Name: Shawn McMahon

Print
Title: City Manager

Print Title:
Managing Partner, of JSM
Management Company, LLC,
General Partner of McMahon
Contracting, L.P.

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Diane C. Wetherbee, City Attorney

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ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2006 by **SHAWN MCMAHON, MANAGING PARTNER**, of **JSM MANAGEMENT COMPANY, LLC, GENERAL PARTNER OF MCMAHON CONTRACTING, L.P.**, a **TEXAS LIMITED PARTNERSHIP**, on behalf of said partnership.

Notary Public, State of Texas

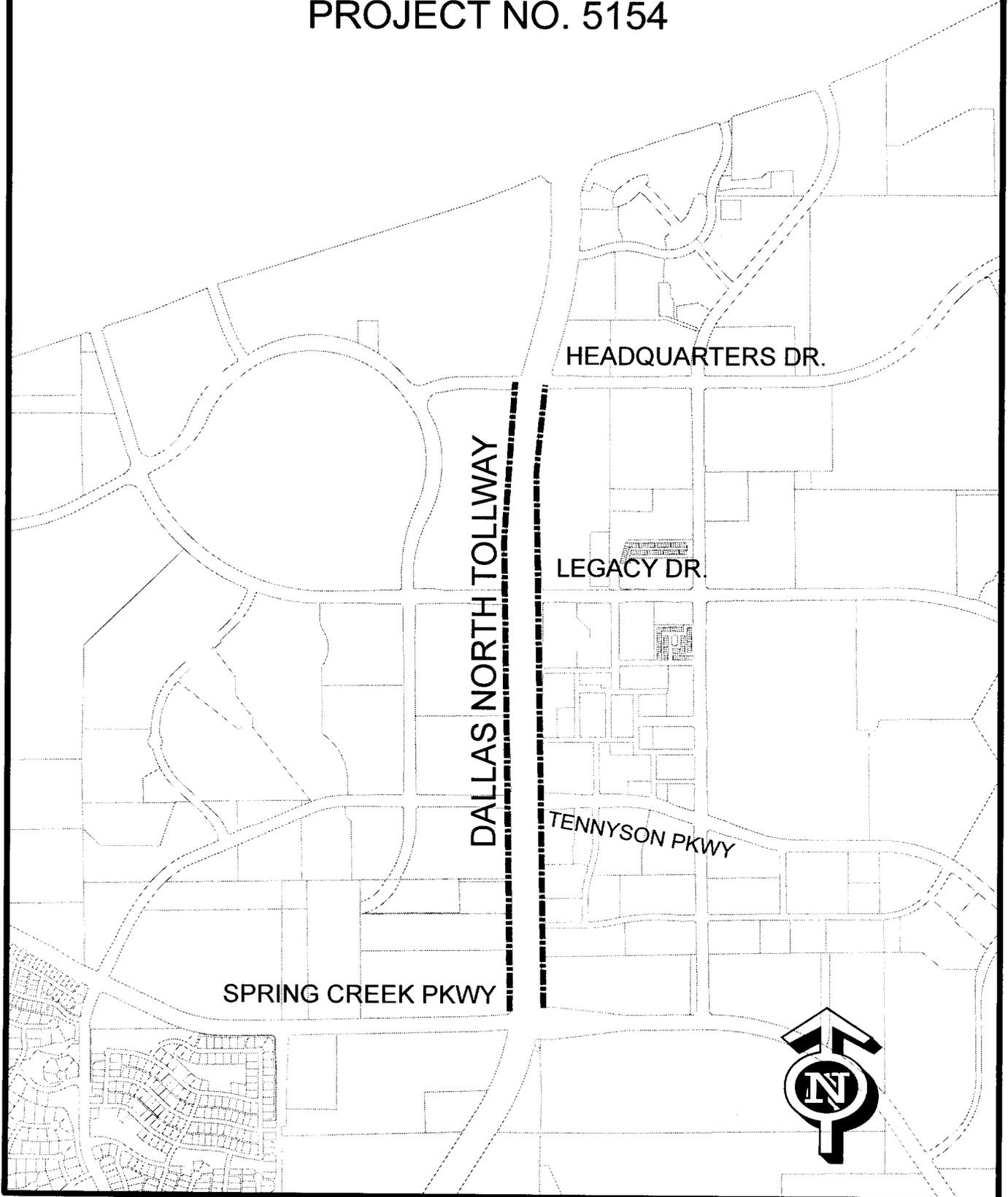
STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2006, by **THOMAS H. MUEHLENBECK, CITY MANAGER** of the **City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

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TOLLROAD SERVICE ROAD
SPRING CREEK PKWY. TO HEADQUARTERS DR.
PROJECT NO. 5154



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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	3/16/06		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date	
Department Head	Alan L. Upchurch		Executive Director		
Dept Signature:	<i>Alan L. Upchurch</i>		City Manager		
Agenda Coordinator (include phone #):	Irene Pegues (7198)		Project No. 5499		
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 KB Home Lone Star L.P. for oversize participation for paving and drainage improvements and park land cost associated with the construction of Oak Point Estates in the amount of \$96,320.63.

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	863,761	600,000	2,624,000
Encumbered/Expended Amount	-1,160,239	-157,524	0	-1,317,763
This Item	0	-96,321	0	-96,321
BALANCE	0	609,916	600,000	1,209,916

FUND(S): PARK FEE AND STREET IMPROVEMENT CIP

COMMENTS: Funds are included in the 2005-06 Park Fee and Street Improvement CIP. This item, in the amount of \$96,321, will leave a current year balance of \$609,916 for the Rowlett Creek Greenbelt and Oversized Participation projects.

STRATEGIC PLAN GOAL: Oversized participation and land costs relate to the City's Goals of Safe, Efficient Travel and Safe, Livable Neighborhoods.

SUMMARY OF ITEM

In accordance with the Subdivision Ordinance and a Subdivision Improvement Agreement, reimbursement to KB Homes Lone Star, L.P. is due for oversize paving and drainage improvements and park land cost associated with construction of Oak Point Estates. 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 02/24/06 from Chief Engineer Letter dated 02/20/06 from City Engineer Exhibits A & C Location Map	Other Departments, Boards, Commissions or Agencies n/a
--	---

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MEMORANDUM

Date: February 24, 2006
To: Melody Morgan, CIP Budget Coordinator
Robin Reeves, Chief Park Planner
From: Charles Davis, Chief Engineer/Private Development
Subject: Oak Point Estates
Project No. 5499



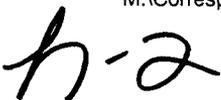
We have now accepted the improvements subject addition. In accordance with our Subdivision Improvement Agreement dated May 4, 2005, reimbursement for oversize paving and drainage improvements and park land cost in the amount of \$96,320.63 is due to KB Home Lone Star L.P.

The funding breakdown is as follows:

Oversize paving & drainage improvements:	\$87,600.63
Park land cost (1.774 acres @\$5,000)	\$8,720.00
(Acct. # 052.03036-Rowlett Creek Greenbelt)	
TOTAL	\$96,320.63

CD/dd

xc: Alan Upchurch, City Engineer
Charles Davis, Chief Engineer/Private Development





February 20, 2006

Marlin Atlantis White Ltd.
13455 Noel Road, 23rd Floor
Dallas, Texas 75240

Re: Oak Point Estates - Project No. 5499

Gentlemen:

A final inspection of the water, sanitary sewer, paving, and drainage improvements, as shown on plans prepared by Jones & Boyd, Inc., 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 Paving, Inc. Therefore, the improvements noted above are accepted by the City of Plano subject to the one-year maintenance requirements.

The developer shall provide total maintenance of landscaping placed in the City right of way for a minimum of two (2) years.

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

Sincerely,

Alan Upchurch, P.E.
City Engineer

Is

cc: 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)
Jones & Boyd, Inc.
Rodman Paving, Inc.

ALU3993

Evans
Mayor
Johnson
Mayor Pro Tem
Magnuson
Deputy Mayor Pro Tem
Stahel
Place 1
Ellerbe
Place 3
LaRosiliere
Place 5
Callison
Place 7
Mas H. Muehlenbeck
City Manager

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

EXHIBIT A
Reimbursements
 Earthwork, Drainage, & Paving Improvements
 Oak Point Estates

Earthwork Improvements

Item No.	Description	Quantity	Unit	% of Reimbursement	Unit Price	Total Price
1.	Unclassified street excavation, complete in place	303	CY	100	\$1.55	\$469.65
Subtotal - Earthwork Improvements						\$469.65

Sanitary Sewer Improvements

Item No.	Description	Quantity	Unit	% of Reimbursement	Unit Price	Total Price
1.	8" diameter SDR-35 PVC pipe including trench, embedment, backfill, and compaction, complete in place	354	LF	100	\$18.50	\$6,549.00
2.	4' diameter drop manhole over existing 8" diameter sanitary sewer, complete in place	1	EA	100	\$3,075.00	\$3,075.00
3.	4' diameter standard manhole, complete in place	2	EA	100	\$2,445.00	\$4,890.00
Subtotal - Sanitary Sewer Improvements						\$14,514.00

Drainage Improvements

Item No.	Description	Quantity	Unit	% of Reimbursement	72"/Type B MH Reimbursement	Unit Price	Total Price
1.	2-barrel 10' x 8' RCB, including trench, embedment, backfill, and compaction, complete in place	96	LF	25		\$720.00	\$17,280.00
2.	2-barrel 9' x 5' RCB, including trench, embedment, backfill, and compaction, complete in place	167	LF	25	\$262.00	\$563.00	\$12,566.75
3.	10' x 5' RCB, including trench, embedment, backfill, and compaction, complete in place	172	LF	25	\$262.00	\$332.00	\$3,010.00
4.	8' x 5' RCB, including trench, embedment, backfill, and compaction, complete in place	48	LF	25	\$262.00	\$343.00	\$972.00
5.	8' x 4' RCB, including trench, embedment, backfill, and compaction, complete in place	544	LF	25	\$262.00	\$267.00	\$680.00
6.	6' x 5' RCB, including trench, embedment, backfill, and compaction, complete in place	856	LF	25	\$262.00	\$234.00	\$0.00
7.	TXDOT Type "SW-O" head wall with 3:1 slope wing wall at 2 barrel 10' x 8' RCB, complete in place	2	EA	25		\$11,021.00	\$5,510.50
8.	Junction box at 2 barrel 9' x 5' RCB, 10' x 5' RCB, and 8' x 4' RCB, complete in place	1	EA	25	\$3,500.00	\$20,188.00	\$4,172.00
9.	Junction box at 8' x 4' RCB and 5' x 3' RCB, complete in place	1	EA	25	\$3,500.00	\$7,828.00	\$1,082.00
10.	Junction box at 6' x 5' RCB and 6' x 5' RCB, complete in place	1	EA	25	\$3,500.00	\$7,931.00	\$1,107.75
11.	Junction box at 6' x 5' RCB, existing 78" RCP and existing 42" RCP, complete in place	1	EA	25	\$3,500.00	\$7,725.00	\$1,056.25
12.	18" diameter rock rip-rap, complete in place	175	SY	25		\$42.00	\$1,837.50
Subtotal - Drainage Improvements						\$49,274.75	

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Paving Improvements

Item No.	Description	Quantity	Unit	% of Reimbursement	Unit Price	Total Price
1.	7"-4200 psi reinforced concrete street pavement with 6" standard curb, complete in place	687	SY	100	\$21.10	\$14,495.70
2.	6"-(27#/SY) lime stabilized subgrade, complete in place	840	SY	100	\$1.90	\$1,596.00
3.	Lime material, complete in place	11	TN	100	\$92.00	\$1,012.00
4.	2" schedule 40 PVC conduit, complete in place	100	LF	100	\$4.20	\$420.00
5.	Electrical pull box per City standards, complete in place	2	EA	100	\$430.00	\$860.00
Subtotal - Paving Improvements						\$18,383.70

SUMMARY	
Subtotal - Earthwork Improvements	\$469.65
Subtotal - Sanitary Sewer Improvements	\$14,514.00
Subtotal - Drainage Improvements	\$49,274.75
Subtotal - Paving Improvements	\$18,383.70
TOTAL IMPROVEMENTS	\$82,642.10
Engineering (6%)	\$4,958.53
TOTAL REIMBURSEMENT	\$87,600.63

* Unit prices are taken from Rodman's unit prices dated April 21, 2005.

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EXHIBIT C
Estimated Quantities and Unit Costs
Oak Point Estates

Paving Improvements

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1.	7"-4200 psi reinforced concrete street pavement with 6" standard curb, complete in place	3,430	SY	\$21.10	\$72,373.00
5.	6"-(27#/SY) lime stabilized subgrade, complete in place	3,945	SY	\$1.90	\$7,495.50
6.	Lime material, complete in place	53	TN	\$92.00	\$4,876.00
Paving Improvements					\$84,744.50

Miscellaneous Paving

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1.	2-4" schedule 40 PVC sleeving, complete in place	95	LF	\$9.40	\$893.00
2.	2" schedule 40 PVC conduit, complete in place	100	LF	\$4.20	\$420.00
3.	Electrical pull box per City standards, complete in place	2	EA	\$430.00	\$860.00
Miscellaneous Paving					\$2,173.00

Sanitary Sewer

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1.	8" diameter SDR-35 PVC pipe including trench, embedment, backfill, and compaction, complete in place	354	LF	\$18.50	\$6,549.00
5.	4' diameter drop manhole, complete in place	1	EA	\$3,075.00	\$3,075.00
6.	4' diameter standard manhole, complete in place	2	EA	\$2,445.00	\$4,890.00
Sanitary Sewer					\$14,514.00

Drainage

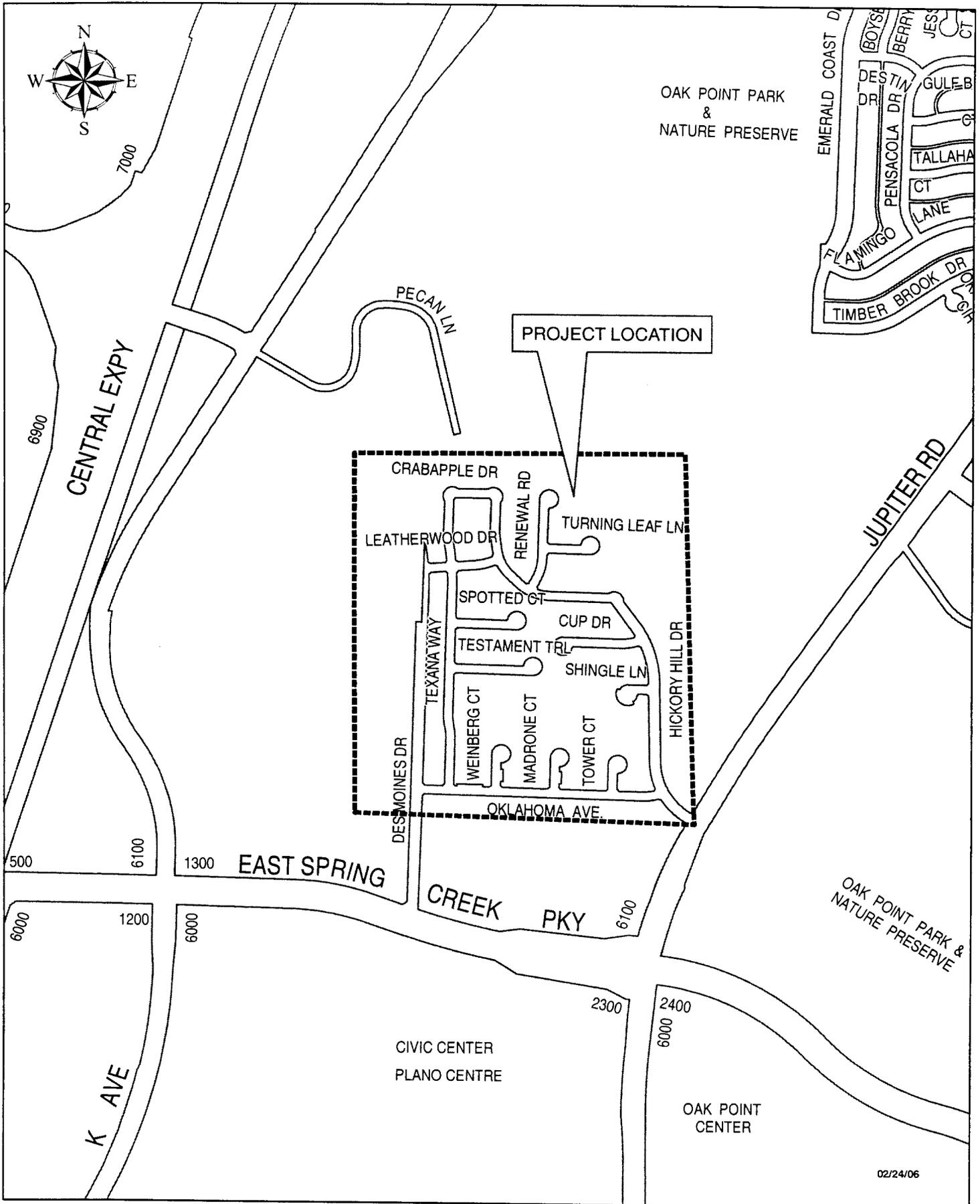
Item No.	Description	Quantity	Unit	Unit Price	Total Price
1.	2-barrel 10' x 8' RCB, including trench, embedment, backfill, and compaction, complete in place	96	LF	\$720.00	\$69,120.00
2.	2-barrel 9' x 5' RCB, including trench, embedment, backfill, and compaction, complete in place	167	LF	\$563.00	\$94,021.00
3.	10' x 5' RCB, including trench, embedment, backfill, and compaction, complete in place	172	LF	\$332.00	\$57,104.00
Drainage					\$220,245.00

SUMMARY

	Paving Improvements	\$84,744.50
	Miscellaneous Paving	\$2,173.00
	Sanitary Sewer	\$14,514.00
	Drainage	\$220,245.00
	TOTAL IMPROVEMENTS	\$321,676.50

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OAK POINT ESTATES



LOCATION MAP

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	03-16-06	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	City Secretary	Initials	Date		
Department Head	Elaine Bealke	Executive Director			
Dept Signature:	<i>Elaine Bealke</i>	City Manager	<i>MD</i>	<i>3/16/06</i>	
Agenda Coordinator (include phone #):	Di Zucco - X5174				
ACTION REQUESTED:	<input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT				
	<input type="checkbox"/> APPROVAL OF BID <input checked="" type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION					
<p>A contract made and entered into by and between the City of Plano and the Board of Trustees of the Plano Independent School District and Sharon Rowe, the Elections Administrator of Collin County, Texas, pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, regarding the coordination, supervision, and running of the City's May 13, 2006, General and Special Elections in the estimated amount of \$19,440.</p>					
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	51,730		51,730
Encumbered/Expended Amount			0		0
This Item		0	-19,440		-19,440
BALANCE		0	32,290		32,290
FUND(S):	GENERAL FUND				
Comments: This item is included in the FY 2005-06 Budget. The remaining funds will be used to cover additional costs for the election.					
Strategic Plan Goal: This item relates to the City's goal of "Service Excellence."					
SUMMARY OF ITEM					
To approve a contract with the Collin County Election Administrator for the General and Special Elections on May 13, 2006.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			

May 13, 2006
Joint General Election
Contract for Election Services
City of Plano and Plano ISD

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May 13, 2006 Joint General Election

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

Exhibits

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

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**THE STATE OF TEXAS
COUNTY OF COLLIN
CITY – SCHOOL PLANO**

§

**CONTRACT FOR
ELECTION SERVICES**

BY THE TERMS OF THIS CONTRACT made and entered into by and between the CITY OF PLANO, hereinafter referred to as the "CITY," and the BOARD OF TRUSTEES OF THE PLANO INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as the "SCHOOL DISTRICT," and SHARON ROWE, Elections Administrator of Collin County, Texas, hereinafter referred to as "Contracting Officer," pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the City and School District's May 13, 2006, Joint General Election.¹

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

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

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

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

¹ The General Election includes the City of Plano Special Election referenced in Exhibit "D."

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to have an excess of four workers, at the conclusion of early voting and election day. The Contracting Officer will determine the number of clerks to work in the Central Counting Station and the number of clerks to work on the balloting board. Election judges shall be secured by the Contracting Officer with the approval of the City and the School District.

b. Election judges shall attend the Contracting Officer's school of instruction (Elections Seminar) to be held Wednesday, May 10, 2006, at the Collin Collin 380 Courts Bldg., Central Jury Room, 1800 N. Graves St., McKinney, Texas at 2:00 P.M.

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

d. The Contracting Officer shall compensate each election judge and worker. Each judge shall receive \$10.00 per hour for services rendered. Each alternate judge and clerk shall receive \$8.00 per hour for services rendered.

B. The Contracting Officer shall publish and post the Notice of the Public Logic and Accuracy Test of the electronic voting system and one press release. The Contracting Officer shall also prepare a certification of tabulation and an unofficial "canvass report" that will assist the City and School District with the official canvass.

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

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



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

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

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

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

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

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

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

b. Early Voting by personal appearance for the City and School District's

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May 13, 2006, Joint General Election shall be conducted during the time period and at the locations listed in Exhibit "A", attached and incorporated by reference into this contract.

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

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

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

d. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for count by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The presiding judge of this Board shall be appointed by the Contracting Officer. The Board shall meet for preparation of the early voting ballots on Thursday, May 11, 2006, at 10:00 A.M. They will recess and continue the preparation process and begin tabulation after the mail is received on Saturday, May 13, 2006, at 9:00 A.M. They will reconvene to process provisional ballots and late ballots from outside the country on Friday, May 19, 2006 at 10:00 A.M.

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



F. The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tabulate the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Sharon Rowe. The Tabulation Supervisor shall be Patty Seals and paid as a contract expense.

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

b. The Public Logic and Accuracy Test of the electronic voting system shall be conducted on Thursday, May 11, 2006, at 2:00 P.M., by the Contracting Officer.

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

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

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

1. Pending no litigation and as prescribed by law for recounts or other matters, the voted and unused ballots shall be shredded 22 months after the election.

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

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

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

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

B. The City and School District shall provide the Contracting Officer with an updated map and street index of their jurisdiction in an electronic or printed format as soon as possible.

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

a. The City and School District shall deliver to the Contracting Officer as soon as possible, but no later than Friday, March 24, 2006, the official wording for the City and School District's May 13, 2006, Joint General Election.

b. The City and School District shall approve the "blue line" ballot format

prior to the final printing.

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

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

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

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

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

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

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III. AFFIDAVIT OF NO PROHIBITED INTEREST. Contracting Officer acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contracting Officer has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "E", attached and incorporated by reference into this contract.

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

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

VI. GENERAL PROVISIONS.

A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the City and School District's May 13, 2006, Joint General Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.

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

C. If the City and/or School District cancel their election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be paid a contract preparation fee of \$75. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 13, 2006, Joint General Election. All actual shared costs incurred in the conduct of the election will be divided by the actual number of entities contracting with the Contracting Officer **and** holding a May 13, 2006, Joint General Election.

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

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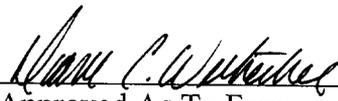
WITNESS BY MY HAND THIS THE ____ DAY OF _____, 2006.

Sharon Rowe
Elections Administrator
Collin County, Texas

WITNESS BY MY HAND THIS THE ____ DAY OF _____, 2006.

Attested: Elaine Bealke
City Secretary
City of Plano, Texas

Tom Muehlenbeck
City Manager
City of Plano, Texas



Approved As To Form

WITNESS BY MY HAND THIS THE ____ DAY OF _____, 2006.

Attested: Karla Oliver
Executive Director
Plano Independent School District
Plano, Texas

Richard K. Matkin, CPA
Associate Superintendent of Business Services
Plano Independent School District
Plano, Texas

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**MAY 13, 2006, JOINT GENERAL ELECTION
City of Plano, Plano ISD, Frisco ISD & CCCC**

Early Voting Locations and Hours

POLLING PLACE	ADDRESS	CITY
Collin County Elections Office (Main Early Voting Location)	2010 Redbud Blvd., Suite 102	McKinney
Carpenter Park Recreation Center	6701 Coit Road	Plano
CCCCD – Spring Creek Campus	2800 Spring Creek Pkwy.	Plano
CCCCD – Preston Ridge Campus (City and FISD only)	9700 Wade Blvd.	Frisco
Christ United Methodist Church	3101 Coit Road	Plano
Christopher A. Parr Library	6200 Windhaven Pkwy.	Plano
Harrington Library	1501 18 th Street	Plano
Plano ISD Administration Center	2700 West 15 th Street	Plano
Murphy City Hall (PISD only)	206 N. Murphy Road	Murphy
Renner-Frankford Library (PISD only)	6400 Frankford Road	Dallas

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<i>April 30</i>	<i>May 1</i> 8am – 5pm	<i>May 2</i> 8am – 5pm	<i>May 3</i> 8am – 5pm	<i>May 4</i> 8am – 7pm	<i>May 5</i> 8am – 5pm	<i>May 6</i> 8am – 5pm
<i>May 7</i>	<i>May 8</i> 7am – 7pm	<i>May 9</i> 7am – 7pm	<i>May 10</i>	<i>May 11</i>	<i>May 12</i>	<i>May 13</i> 7am – 7pm ELECTION DAY

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Exhibit "B"

**MAY 13, 2006, JOINT GENERAL ELECTION
City of Plano, Plano ISD, Frisco ISD & CCCC**

Election Day Polling Locations – City of Plano & PISD

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

Election Day Polling Locations–City of Plano, Plano ISD & Frisco ISD

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

Election Day Polling Location–City of Plano Only

Precincts	Location	Address	City
Denton County 229	Christopher A. Parr Library	6200 Windhaven Pkwy.	Plano

Election Day Polling Locations – Plano ISD & CCCC

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

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EARLY VOTING

	Units	Cost PCTY	Units	Cost PCTY/PISD/CCCC	Units	Cost PCTY/FISD/CCCC	Units	Cost FISD/PISD/CCCC/PCTY
EV Ballot Board	1	\$50.00	0	\$0.00	0	\$0.00	0	\$0.00
Mailed Ballot Kits	0	\$0.00	100	\$100.00	0	\$0.00	0	\$0.00
Postage for Ballots	0	\$0.00	10	\$5.80	0	\$0.00	0	\$0.00
Assemble EV Location	0	\$0.00	0	\$0.00	0	\$0.00	6	\$300.00
Total Judge Hours	0	\$0.00	0	\$0.00	0	\$0.00	540	\$5,400.00
Total Alt. Judge & Clerk Hours	0	\$0.00	0	\$0.00	0	\$0.00	1584	\$12,672.00
Pickup & Delivery of Supplies	0	\$0.00	0	\$0.00	0	\$0.00	6	\$150.00
Total		\$50.00		\$105.80		\$10.00		\$18,522.00
Number of Entities Sharing Costs	1		3		3		4	
SubTotal		\$50.00		\$35.27		\$3.33		\$4,630.50
Grand Total		\$4,719.10						

ELECTION DAY

	Units	Cost PCTY	Units	Cost PCTY/PISD/CCCC	Units	Cost PCTY/FISD/CCCC	Units	Cost FISD/PISD/CCCC/PCTY
Total Judge Hours	14	\$10.00 each	140	\$1,400.00	0	\$0.00	42	\$420.00
Total Alt. Judge & Clerk Hours	28	\$8.00 each	420	\$3,360.00	0	\$0.00	130	\$1,040.00
Election Day Technical Support	1	\$100.00 per site	10	\$1,000.00	0	\$0.00	3	\$300.00
Pickup & Delivery of Supplies	1	\$25.00 each	10	\$250.00	0	\$0.00	3	\$75.00
Total		\$489.00		\$6,010.00		\$0.00		\$1,835.00
Number of Entities Sharing Costs	1		3		3		4	
SubTotal		\$489.00		\$2,003.33		\$0.00		\$458.75
Grand Total		\$2,951.08						

ADMINISTRATIVE EXPENSES

	Units	Cost PCTY	Units	Cost PCTY/PISD/CCCC	Units	Cost PCTY/FISD/CCCC	Units	Cost FISD/PISD/CCCC/PCTY
Manual Recount Deposit	1	\$60.00 each	0	\$0.00	0	\$0.00	0	\$0.00
Process Pollworker Checks	3	\$1.50 each	50	\$75.00	0	\$0.00	56	\$84.00
Process Election Judge Notices	4	\$1.50 each	20	\$30.00	0	\$0.00	18	\$27.00
Total		\$70.50		\$105.00		\$0.00		\$111.00
Number of Entities Sharing Costs	1		3		3		4	
SubTotal		\$70.50		\$35.00		\$0.00		\$27.75
Grand Total		\$133.25						

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TABULATION

Tabulation Network	\$4,000.00
Programming	\$2,050.00
Notice of Tabulation Test	\$100.00
Total	\$6,150.00
Number of Entities	20
Total Per Entity	\$307.50

CENTRALIZED COSTS

Cost for Central Count Workers	\$1,500.00
FICA on Election Workers	\$1,200.00
Assemble EV Location	\$50.00
Early Voting Machines in McKinney (8)	\$1,600.00
Early Voting Computer in McKinney	\$300.00
L&A Testing of Equipment	\$160.00
Early Voting Personnel in McKinney	\$2,500.00
Printer Labels for Early Voting in McKinney	\$50.00
County Overtime and Temporaries	\$10,000.00
FICA & Retirement for County Employees	\$1,500.00
Total	\$18,860.00
Number of Entities	14
Total Per Entity	\$1,347.14

Total for Tabulation & Centralized Costs \$1,654.64

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SUMMARY OF COSTS FOR CITY OF PLANO

SUPPLY COST	\$606.23
EQUIPMENT RENTAL COST	\$7,608.50
EARLY VOTING	\$4,719.10
ELECTION DAY	\$2,951.08
ADMINISTRATIVE EXPENSES	\$133.25
TABULATION/CENTRALIZED COSTS	\$1,654.64
Total	\$17,672.80
10% Administrative Fee	<u>\$1,767.28</u>
Grand Total	\$19,440.08
90% due County by 3/24/06	\$17,496.07

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Exhibit "D"

The Joint Election Agreement between the City of Plano, the Plano Independent School District, the Frisco Independent School District and the Collin County Community College District is being circulated for signature by the parties.

JOINT ELECTION AGREEMENT

between

The City Council of the City of Plano (the City), the Board of Trustees of the Plano Independent School District (PISD) and the Board of Trustees of the Frisco Independent School District (FISD) known as the Schools and the Board of Trustees of the Collin County Community College District (the College)

BY THE TERMS OF THIS AGREEMENT, the City, the Schools and the College do hereby agree, pursuant to the provisions of the Texas Election Code, to hold a joint election for the General Election and Special Election should it be called, of the City and the General Elections of the School Districts and the College to be held on Saturday, May 13, 2006. The entities have contracted with the Collin County Elections Administrator (Election Administrator) to perform various duties and responsibilities on their behalf.

The four entities shall share equally in shared expenses applicable to all Collin County early voting locations utilized by the City with the exception of the Preston Ridge Campus of Collin County Community College and FISD shall be solely responsible for early voting expenses at this location, and, in addition, three election day polling locations which are Brinker Elementary School, Bethany Elementary School, and Robinson Middle School; three entities (City/PISD/College) shall share equally in shared expenses for election day polling locations for Collin County voters used by the City with the exception of Christopher Parr Library; and the City shall be solely responsible for expenses at Christopher Parr Library, the one election day location for the City's Denton County voters. Expenses include polling location costs, election officials, supplies, ballots and any other and all necessary expenses for the election upon receipt of satisfactory billing and invoices reflecting the total of such election. Expenses unique to one entity shall be billed solely to that entity.

Tabulation and centralized costs shall be shared equally between the number of entities holding an election on May 13, 2006. An entity canceling an election pursuant to Section 2.053 of the Texas Election Code will not be liable for costs incurred by the Elections Administrator in conducting the May 13, 2006, Joint General Election and Special Elections of the City and General Elections of the School Districts and the College; they will be liable only for the contract preparation fee of \$75.00.

APPROVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS in its meeting held the _____ day of _____, 2006, and executed by its authorized representative.

By: _____
Thomas H. Muehlenbeck, City Manager

Attest: _____
Elaine Bealke, City Secretary

Approved as to form: _____

APPROVED BY THE TRUSTEES OF THE FRISCO INDEPENDENT SCHOOL DISTRICT in its meeting held the _____ day of _____, 2006, and executed by its authorized representative.

By: _____
Dr. Rick Reedy, Superintendent

Attest: _____
Buddy Minett, President
Board of Trustees

APPROVED BY THE TRUSTEES OF THE PLANO INDEPENDENT SCHOOL DISTRICT in its meeting held the _____ day of _____, 2006, and executed by its authorized representative.

By: _____
Douglas W. Otto, Superintendent

Attest: _____
Becky Taylor, Executive
Assistant to the Superintendent

APPROVED BY THE TRUSTEES OF THE COLLIN COUNTY COMMUNITY COLLEGE DISTRICT in its meeting held the 20th day of December, 2005, and executed by its authorized representative.

By: _____
Cary A. Israel, President

Attest: _____
Brenda Kihl, Elections Secretary

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ELECTION/06JOINT

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

Sharon Rowe
Name of Contractor

By: Sharon Rowe
Signature

Sharon Rowe
Print Name

Elections Administrator
Title

2-2-06
Date

STATE OF Texas §

COUNTY OF Collin §

SUBSCRIBED AND SWORN TO before me this 2 day of

February, 2006



Vickie L. Self
Notary

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

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 3/16/06		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>	3.6.6
Dept Signature:	<i>[Signature]</i>	City Manager		<i>[Signature]</i>	3/16/06
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	TOTALS	
Budget	25,750	5,773,250	7,100,000	12,899,000	
Encumbered/Expended Amount	-25,750	-2,290	0	-28,040	
This Item	0	-1,700,000	0	-1,700,000	
BALANCE	0	4,070,960	7,100,000	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 #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. The agreement provides for the City to install twelve parking spaces on the owner's remaining property and for a parking easement agreement granting Seller and the tenants and customers of Seller's adjacent retail center access to and use of up to three (3) parking spaces on the fifty (50) space parking lot the City is building in conjunction with Fire Station 12.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
N/A			N/A		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, 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.

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 SEVEN HUNDRED 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

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other similar 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

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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 and paid 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.

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, TX 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.

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.

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 that Seller is selling the Property to Purchaser as a result of a pending or threatened condemnation action of the Property by the Purchaser, as such terms are used in I.R.S. Code Section 1033 - Involuntary Conversion.

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 Closing, Purchaser and Seller will enter into a Parking Easement Agreement, substantially conforming to the form Agreement attached hereto and incorporated herein as Exhibit "D". The Agreement will grant Seller an easement and non-exclusive right to access and use three (3) parking spaces on the Property in the area designated as "public parking" on the diagram attached to the Agreement. Seller may count these three (3) spaces toward Seller's required parking for Seller's Retained Property.

Section 12.5 As a material inducement to Seller entering into this Contract and selling the Property to Purchaser the City of Plano has performed the Parking Calculations for the Retained Property as set forth on Exhibits "E-1" and "E-2", which are attached hereto and incorporated herein and based upon such calculations Purchaser represents and warrants to Seller that the total parking spaces required by applicable City of Plano codes and the existing tenants on the Retained Property as determined by certificates of occupancies issued by the City of Plano and/or building plans submitted to the City of Plano as of January 26, 2006, is 108 parking spaces as set forth on Exhibit "E-1". Furthermore, in the event the day-care center space is converted to retail use Purchaser represents and warrants that the total parking spaces required by applicable City of Plano codes would be 122 parking spaces, provided all other tenant uses remains as shown on Exhibit "E-2".

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EXECUTED on this the 1st day of March, 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';

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 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;

- (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

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EXHIBIT "D"
Parking Easement Agreement

PARKING EASEMENT AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

THIS PARKING EASEMENT AGREEMENT (this "Agreement") is made as of this _____ day of _____, 2006, by and between **CITY OF PLANO, TEXAS**, a home rule municipal corporation ("Grantor") and **TSAY PROPERTIES PARKER SQAURE, LTD.**, a Texas limited partnership ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the record owner of fee simple title to that certain parcel of real property (the "City Property") located in Plano, Collin County, Texas, and more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes which City Property was conveyed by Grantee to Grantor pursuant that certain Real Estate Contract by and between Grantee, as Seller, and Grantor, as Purchaser; and

WHEREAS, Grantee is the record owner of fee simple title to that certain parcel of real property (the "Tsay Property") located in Plano, Collin County, Texas, and more particularly described on Exhibit "B" attached hereto and made a part hereof for all purposes; and

WHEREAS, Grantor desires to grant and create an easement for Grantee for three (3) non-reserved parking spaces (the "Parking Spaces") on the City Property to and for the benefit of the present and future record owners of all or any portion of the Tsay Property, all for the purposes, and on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration including, but not limited to, Grantee's agreement to convey the City Property to Grantor pursuant to the Contract, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereby agree as follows:

ARTICLE I
Certain Easements

SECTION 1.01. Parking Easement. Grantor hereby grants and creates to and for the benefit of the Grantee a perpetual, irrevocable, non-exclusive, easement for the Parking Spaces, such Parking Spaces to be located as shown on Exhibit "C" attached hereto and made a part hereof for all purposes and an easement of ingress and egress for pedestrian and vehicular traffic

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to and from the Parking Spaces over and across the City Property at such location designated by the Grantor from time to time in writing.

SECTION 1.02. Right to Extend Benefits. Grantee shall have the right to extend the benefits and easements granted hereunder to the current or future customers, invitees, tenants and occupants (hereinafter "Invitees") of all or any portion of the City Property subject to the terms of this Agreement and any rules and regulations which may be promulgated pursuant hereto; provided, however, any such current or future customers, invitees, tenants and occupants shall have no right to approve or consent to any matters set forth herein and, in no event, may such benefits and easements be extended to the owner of any real property (or such property's customers, invitees, tenants or occupants) other than the Tsay Property.

SECTION 1.03. Relocation of Parking Spaces and Access Thereto. Grantor expressly reserves the right to make changes in the location or dimensions of the Parking Spaces and access thereto so long as such relocation or change in dimension will, except as set forth in the next sentence, provide the same number of parking spaces as existed prior to such relocation or change in dimension and provided such change in dimension, if any, does not adversely affect Grantee's parking requirements as required or herein after promulgated by the City of Plano, Texas. Any relocation or change in dimension of the Parking Spaces and/or access thereto may be evidenced by an instrument executed by the Grantor in recordable form and shall be recorded in the Land Records of Collin County, Texas. No joinder of any other party shall be required for any such relocation and/or change in dimension of the Parking Spaces. The costs of such relocation and/or change in dimension of the Parking Spaces shall be borne solely by the Grantor. Grantor agrees to maintain the Parking Spaces and access thereto in good condition and repair and in compliance with the ordinances and regulations of the City of Plano, Texas.

SECTION 1.04. Right to Establish Further Easements and Restrictions. The Grantor expressly reserves the right to grant further easements and establish further restrictions on the City Property for all purposes not inconsistent with the rights herein granted including, without limitation, the construction, operation, use, maintenance, repair and replacement of utility lines and appurtenances (including, without limitation, electric, telephone and television cables and lines, water, gas, sanitary and storm sewer mains and lines). The Grantor also reserves the right to assign the foregoing reserved rights to a public utility company or companies and to grant to such company or companies easements for the above indicated purposes on such terms and conditions as may be required by the particular public utility company or companies.

ARTICLE II Miscellaneous

SECTION 2.01. Rules and Regulations. Grantor shall have the right to promulgate from time to time reasonable rules and regulations for the use and operation of the Parking Spaces not inconsistent with the rights and interests granted under this Agreement.

SECTION 2.02. No Public Dedication. The rights, restrictions and easements created or reserved hereunder shall not constitute a dedication to the public of all or any portion

of the City Property or the Tsay Property and any affected owner may take such steps as may from time to time be required to prevent a dedication of all or any portion thereof or the accrual of rights of the public in all or any portion thereof.

SECTION 2.03. No Third Party Rights or Remedies. This Agreement is made for the exclusive benefit of those expressly provided for herein and not for any third parties; nothing in this instrument, express or implied, is intended or shall be construed to confer upon any person, other than those persons expressly provided for, any rights or remedies under or by reason hereof.

SECTION 2.04. Indemnification. Grantee and its successors to the Tsay Property and/or any portion thereof shall indemnify and hold Grantor, its officials, agents and employees harmless from and against any and all claims and expenses for damage, loss, injury or other liability resulting directly or indirectly from Grantee's and its successors' and their respective Invitees' use of any portion of the easement within the City Property. Grantee and its successors to the Tsay Property and/or any portion thereof covenant and agree to carry liability insurance for the area associated within the City Property and the easement with carriers and in amounts reasonably acceptable to Grantor and naming Grantor and its designees as named insured. The foregoing indemnification with respect to Grantee shall be applicable only to claims that arise during the period of time Grantee owns Tsay Property, but not otherwise.

SECTION 2.05. Agreement Runs with Lands. All of the easements, terms, restrictions, covenants, conditions and agreements contained herein, including the indemnification set forth in Section 2.04 above, shall be deemed to be covenants running with the City Property and the Tsay Property and shall in every case apply to, be binding upon, inure to the benefit of and be enforceable by the Grantor and the Grantee, and their heirs, executors, administrators, successors and assigns.

SECTION 2.06. Subsequent Mortgage of Easement Rights. Any indebtedness created now or at anytime after the date of this Agreement which is to be secured by one or more liens encumbering all or any portion of the City Property or the Tsay Property shall be subordinate to this Agreement and the easements and rights created hereunder. No foreclosure of any such subsequent lien shall affect this Agreement or any of such easements or rights which are created under this Agreement.

SECTION 2.07. Merger. There shall be no merger of the easements with the fee simple estate in all or any portion of the City Property or the Tsay Property by reason of the fact that any one or all of such estates may be held, directly or indirectly, by or for the account of any person or entity, which shall have an interest in the easements herein granted.

SECTION 2.08. Notice. Any notice which shall or may be given in accordance with the provisions of this Agreement must be in writing and must be sent by United States registered or certified mail, postage prepaid, return receipt requested. Notice must be addressed to the respective parties as follows:

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

With a copy to: City of Plano, Texas
Attention: City Manager
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

If to Grantee: Tsay Properties Parker Square, Ltd.
c/o August Moon
15030 Preston Road
Dallas, TX 75254

With a copy to: Glast, Phillips & Murray, P.C.
2200 One Galleria Tower
13355 Noel Road, L.B. 48
Dallas, TX 75240-1518
Attention: Stephen R. Bishop

Each party shall have the right to change its address for purposes of notice, or the persons to whose attention notices are to be sent, by ten (10) days prior notice to the other party.

SECTION 2.09. Amendments. The provisions of this Agreement may be abrogated, modified, rescinded or amended in whole or in part only with the consent of the Grantor or Grantee and the then existing holders of any deed of trust, mortgage or other instrument of security affecting the City Property or the Tsay Property or any part thereof, by a writing, executed and acknowledged by the same and all such parties.

SECTION 2.10. Governing Law. This Agreement has been executed and made in accordance with and shall be governed by the laws of the State of Texas. All obligations hereunder shall be performable, and legal venue with respect to any claim hereunder for all purposes shall lie in Collin County, Texas.

SECTION 2.11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered this Agreement as of (but not necessarily on) the date and year first above written.

**CITY OF PLANO, TEXAS, a home rule
municipal corporation**

By: _____
Thomas H. Muehlenbeck
City Manager

**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

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ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me this ____ day of _____, 2006, 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

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 2006, by **Sam Tsay**, Manager of **Tsay Properties GP, L.L.C.**, a Texas limited liability company, General Partner of **TSAY PROPERTIES PARKER SQUARE, LTD.**, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

Notary Public, State of Texas

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

EXHIBIT "A"
The City 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';

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.

EXHIBIT "B"
The Tsay Property

Being Lot 1R, Block 1, of Parker Coit addition-Lot 1R, Block 1, an Addition to the City of Plano, Collin county, Texas, according to the Plat thereof recorded in Volume M, Page 238, Map Records, Collin County, Texas, as affected by Certificate of Correction filed 04/29/2003, recorded in Volume 5406, Page 4065, Land Records, Collin County, Texas

SAVE AND EXCEPT:

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 $16^{\circ} 27' 34''$, a radius of 850.00', and a chord bearing and distance of North $80^{\circ} 07' 37''$ West - 243.34';

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;

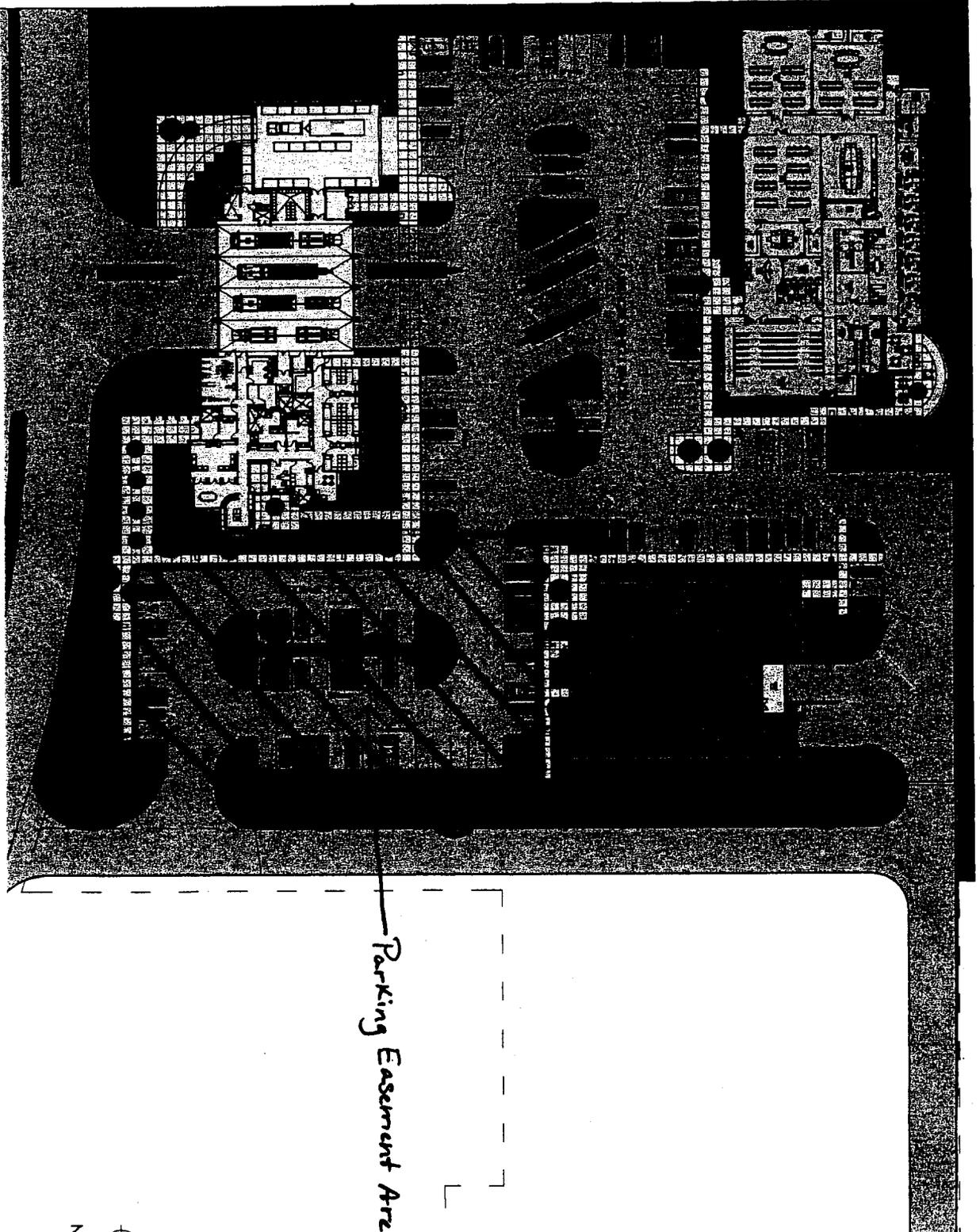
THENCE North $89^{\circ} 58' 22''$ West - 200.00' continuing along the south line of the herein described tract, common to the north line of said Parker Road to the POINT OF BEGINNING and containing 4.290 acres of land.

EXHIBIT "C"
Parking Spaces

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EXHIBIT "C"
Parking Spaces

PLANO FIRE STATION # 12/E.O.C. MASTERPLAN- PHASE 2



Parking Easement Area



PLANO, TEXAS



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EXHIBIT "E-1"
Parking Calculations

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EXHIBIT "E-1"
Parking Calculations

Tsay Property Parking Calculations

Size of Retail Center – 20,189 Square Feet

- 10% restaurant allowance at 1:200 – 2010 square feet = 10 spaces
- Remaining restaurant space at 1:100 – 4169 square feet = 42 spaces
- Day Care Center space (4800 square feet) at 1 space for each 5 children (50 children) – 10 spaces
- Remainder of retail space at 1:200 – 9210 square feet = 46 spaces

Total parking needed for existing tenants as of January 26, 2006 = 108 spaces.

The City of Plano recognizes that the existing number of parking spaces for the shopping center does not meet these requirements. While existing tenants will be allowed to continue operating, additional parking will have to be provided to meet the city's requirements for when this tenant mix changes.

This calculation includes 3000 square feet of restaurant space for Shandiz Grocery, based on the floor plan, and includes the restrooms and kitchen area.

Based on building #1 = 14,695 sf
 #2 = 5,494 sf
 Total = 20,189 sf

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EXHIBIT "E-2"
Parking Calculations

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EXHIBIT "E-2"
Parking Calculations

Tsay Property Parking Calculations

Size of Retail Center – 20,189 Square Feet

- 10% restaurant allowance at 1:200 – 2010 square feet = 10 spaces
- Remaining restaurant space at 1:100 – 4169 square feet = 42 spaces
- Remainder of retail space at 1:200 – 14,010 square feet = 70 spaces

Total parking needed for existing tenants = 122 spaces

This calculation uses retail parking requirements for the day care center lease space.

This calculation includes 3000 square feet of restaurant space for Shandiz Grocery, based on the floor plan, and includes the restrooms and kitchen area. If the square footage of the restaurant area were reduced to 2000 square feet, the parking requirement for restaurants in the shopping center would be 32 spaces. The retail parking requirement would increase to 75 spaces, for a total parking requirement of 117 spaces.

Based on building #1 = 14,695 sf
 #2 = 5,494 sf
 Total = 20,189 sf

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 3/16/06		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Parks and Recreation			Initials	Date
Department Head	Don Wendell		Executive Director	<i>[Signature]</i>	3-3-06
Dept Signature:	<i>[Signature: Don Wendell]</i>		City Manager	<i>[Signature]</i>	3/3/06
Agenda Coordinator (include phone #):		Linda Benoit (7255)			

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

CAPTION

APPROVING THE TERMS AND CONDITIONS OF MODIFICATIONS TO THE FUNDING AGREEMENTS BY AND BETWEEN PLANO ART ASSOCIATION, PLANO CHILDREN'S THEATRE, PLANO CIVIC CHORUS, PLANO COMMUNITY BAND, PLANO SYMPHONY ORCHESTRA, THE CLASSICS AND THE CITY OF PLANO; AUTHORIZING THEIR EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	92,179	0	92,179
Encumbered/Expended Amount	0	-38,000	0	-38,000
This Item	0	-23,475	0	-23,475
BALANCE	0	30,704	0	30,704

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

COMMENTS: The FY 2005-06 Budget included \$511,671 for Support of the Arts. However, due to the closing of Plano Repertory Theater, \$92,179 was set aside for supplemental grants and Courtyard Theater rent support. Of this \$92,179, \$48,000 has been encumbered for rent support leaving a balance of \$54,179 available for additional funding.

This item approves modifications to the funding agreements between the City of Plano and several arts organizations in the total amount of \$23,475.

STRATEGIC PLAN GOAL: Supports of the Arts relates to the City's Goal of "Premier City for Families."

SUMMARY OF ITEM

This resolution approves modifications to the funding agreements between the City of Plano and several arts organizations (Plano Art Association, Plano Children's Theatre, Plano Civic Chorus, Plano Community Band, Plano Symphony Orchestra, the Classics) in order to fund the organizations at a level equal to that received in FY 2004-2005. Funding for this action is available due to the closure of Plano Repertory Theater. The Cultural Affairs Commission has reviewed the proposed revisions and recommends that they be adopted by Council.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

This action is in accordance with City Council directions given at the Council's January 9, 2006 meeting.

List of Supporting Documents:
Modification of Funding Agreement

Other Departments, Boards, Commissions or Agencies

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF MODIFICATIONS TO THE FUNDING AGREEMENTS BY AND BETWEEN PLANO ART ASSOCIATION, PLANO CHILDREN’S THEATRE, PLANO CIVIC CHORUS, PLANO COMMUNITY BAND, PLANO SYMPHONY ORCHESTRA, THE CLASSICS AND THE CITY OF PLANO; AUTHORIZING THEIR EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved the terms and conditions of funding agreements by and between Plano Art Association, Plano Children’s Theatre, Plano Civic Chorus, Plano Community Band, Plano Symphony Orchestra, The Classics and the City of Plano by Resolution No. 2005-10-26(R); and

WHEREAS, the City Council has determined that such funding agreements should be modified to provide for additional funding to these organizations as follows:

Plano Art Association	\$ 1,935
Plano Children’s Theatre	\$ 4,225
Plano Civic Chorus	\$ 389
Plano Community Band	\$ 5,664
Plano Symphony Orchestra	\$ 385
The Classics	\$ 10,877

in order to provide for a level of service to the citizens equal to that provided in prior fiscal years, and

WHEREAS, the City Council has been presented proposed Modifications to the funding agreements by and between the above listed organizations and the City of Plano, a sample copy of which agreements is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Modification”); and

WHEREAS, upon full review and consideration of the Modifications, 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, and 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 Modifications, 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.

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Section II. The City Manager, or in his absence, and Executive Director, is hereby authorized to execute the Modifications 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 Modifications.

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 C. Wetherbee, CITY ATTORNEY

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THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

**First Modification of Funding
Agreement Between the City of Plano
and The Classics**

THIS First Modification of Agreement (hereinafter "First Modification") is made and entered into on this the _____ day of _____, 2006, by and between **THE CLASSICS**, a non-profit corporation, (hereinafter "Contractor"), and the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter "City"), acting by and through its City Manager or his designee.

WITNESSETH:

WHEREAS, City and Contractor entered into a Funding Agreement on November 8, 2005 (hereinafter "Agreement"); and

WHEREAS, the City and Contractor wish to modify said Agreement in certain respects as set forth in this First Modification.

NOW THEREFORE, the Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this First Modification and the Agreement, priority of interpretation shall be in the following order: First Modification, Agreement.

IN CONSIDERATION of the foregoing, and for other good and valuable consideration, the parties agree as follows:

I.

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, Section I Purpose/Consideration; Priority of Documents, subsection 1.01 Purpose/consideration is hereby modified as follows:

"An additional \$10,877.00 shall be allocated by the City Council in order to restore funding to Contractor to a level equal to that received in FY 2004-2005. In return, Contractor shall provide cultural services to the citizens of Plano in FY 2005-2006 at a level commensurate with this increased level of funding."

IN WITNESS WHEREOF, this Modification is effective on the date first written above.

THE CLASSICS

BY: _____
Debbie Mulvenna
EXECUTIVE DIRECTOR

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CITY OF PLANO, TEXAS

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2006, by **DEBBIE MULVENNA**, Executive Director of **THE CLASSICS**, a non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2006 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



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	3/16/06	Reviewed by Legal <i>[Signature]</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Legal		Initials	Date
Department Head	Diane Wetherbee	Executive Director		
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>[Signature]</i>
Agenda Coordinator (include phone #):	Lynne Jones - 7109			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, CONTINUING ABATEMENT OF SHOW-CAUSE AND ACCEPTING SETTLEMENT WITH TXU ELECTRIC DELIVERY; 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				
<p>In August 2004 the City Council directed that TXU Electric Delivery (TXUED) show-cause why its rates should not be reduced. Discussions began between TXUED and a steering committee of some 109 cities served by TXUED which resulted in a settlement and postponement of the show-cause hearing until July 2006. The attached resolution extends that settlement agreement for an additional two years. The attached Staff Report explains the details of the settlement.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Staff Report		n/a		

[Handwritten signature]

**STAFF REPORT SUPPORTING RESOLUTION
FURTHER ABATING SHOW CAUSE ACTION AND RATIFYING SETTLEMENT
AGREEMENT BETWEEN STEERING COMMITTEE OF CITIES
SERVED BY TXU AND TXU ELECTRIC DELIVERY**

PURPOSE

The City of Plano is a member of a 109-member city coalition known as the Steering Committee of Cities Served by TXU. The Steering Committee has negotiated a settlement agreement with TXU Electric Delivery Company (TXU) to further delay the filing of a rate case in exchange for terms that benefit the City and the public. The purpose of this report is to seek authorization for the City to further abate the show cause proceeding and to ratify the settlement agreement between the Steering Committee and TXU.

DISCUSSION

The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters dealing with TXU for nearly two decades.

After months of consideration in 2004, the Steering Committee recommended that TXU be forced into a full scale review of its historic cost of service, something that had not occurred in more than a decade. In the fall of 2004, twenty Steering Committee cities, including the City of Plano, passed resolutions requiring TXU Electric Delivery to show cause why the non-bypassable transmission and distribution charges should not be reduced.

The rate inquiry was justified by several factors. First, the PUC categorized municipal accounts with broader commercial services accounts in the 2001 rate proceedings that led to the deregulated environment. This led to application of unfair demand ratchets and higher charges for municipal water pumping. It also led to extremely high charges for street lighting. Second, TXU had filed earnings monitoring reports at the PUC that established the Company was over-earning. Third, the Company had recently gone through massive reorganization and the hypothetical cost structures the PUC had used to justify current rates in 2001 were no longer valid.

The Steering Committee and TXU reached a settlement in early 2005 to delay the filing of rate information by TXU until the summer of 2006. The settlement terms called for TXU to work with cities on certain items of concern and to make annual cash payments of \$8 million to the Steering Committee, which was then dispersed to member cities. The City of Plano ratified the settlement.

Over the past several months, TXU and the Steering Committee have been discussing the possibility of modifying and extending the terms of the original settlement agreement and delaying TXU's July 2006 rate case filing. After comparing the benefits to be derived from accepting the settlement and delaying the rate case against the likelihood of success in achieving

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positive outcomes for residential and city-specific issues in a rate case initiated in July 2006, the Steering Committee approved acceptance of the settlement agreement earlier this month. Key items of the Settlement Agreement are:

1. TXU will file a rate case in June 2008 with a December ending test year.
2. TXU will continue to make annual \$8 million payments to the Steering Committee until a final order is entered in the 2008 rate case, which probably will not be until the end of 2009. This is a two year extension to the previously negotiated agreement. This reimburses Cities for excessive street lighting and water pumping rates. It brings approximately \$38 million in value to the Steering Committee members between 2005 and 2009.
3. TXU will make two payments of \$9 million to Steering Committee cities before January 31, 2007 for "beneficial public use."
4. All unexpired provisions of the last agreement will be preserved and the task forces referenced in the earlier agreement will still be created.
5. The Company will reimburse up to \$40,000 per month to the Steering Committee for participation at ERCOT and the PUC. This is worth over \$2 million.
6. Separate from the rate settlement, but linked in benefit under the Settlement Agreement, is the Company's commitment to increase franchise fee factors and permit all Cities who desire to receive quarterly franchise fee payments as opposed to annual payments to obtain that result. The franchise fee factor increase will produce approximately \$27 million in benefit to Steering Committee members between 2006 and 2009 and approximately \$12 million annually thereafter.

The Steering Committee concluded that delaying a comprehensive rate case until June 2008 and immediately capturing beneficial financial terms was the optimal course of action for the reasons stated below.

Most residential customers remain on price to beat (PTB) rates and no rate relief from successful prosecution of a rate case against the Company would flow to PTB customers. While the current PTB structure terminates January 1, 2007, policy makers at the Public Utility Commission (PUC) and the Legislature are discussing extending some form of PTB after January 1, 2007.

Even if Cities won a considerable victory by reducing TXU's revenues by over \$100 million, numerous parties representing different types of customers would fight amongst themselves over how the revenue reduction should be allocated to reduce rates for the various classes of customers. There is no certainty that the residential and small commercial customers would receive any meaningful rate reduction. In the only major rate case to be litigated since deregulation occurred on January 1, 2002, the PUC found that the utility in question should have its overall revenues reduced, but nonetheless raised residential rates. Furthermore, even if

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significant rate reductions to residential and commercial tariffs could be achieved, benefits would not necessarily be passed on to end-users by the retail electric providers (REPs) that serve customers who have entered the deregulated market. Much of the benefit in cutting TXU Electric Delivery's rates would, under the present market structure, simply flow to the TXU affiliated REP.

The Settlement Agreement provides \$18 million for Cities to apply to "beneficial public use" in lieu of very uncertain residential rate reductions stemming from litigation.

The annual \$8 million payment to Steering Committee members was based upon a belief that street lighting rates are excessive and that water pumping demand ratchets are inappropriate. While the Company is obligated under the 2004 Settlement (approved by Steering Committee members in 2005) to support reduction to street lighting and pumping rates consistent with the annual payments to Cities, there is no guarantee that the PUC would approve such proposal.

The proposed Settlement Agreement contains a number of benefits that would not be available as relief in a litigated rate case. The PUC has no jurisdiction to increase franchise fee factors or address when or how franchise fee payments are made. Cities unsuccessfully attempted to achieve franchise fee escalation in the last two general sessions of the Legislature and a favorable franchise fee change for Cities is unlikely to occur independent of the Settlement Agreement. Additionally, the Commission is unable to authorize payments to Cities or any consumer representative for participation in ERCOT or market design matters.

The Settlement Agreement delays rather than terminates a rate review. The Settlement Agreement obligates the Company to cooperate with Cities in reaching an understanding of Company operations prior to the filing of a rate case and further provides for reimbursement of Cities' expenses associated with review of Company affiliated transactions.

The Steering Committee values the total benefits of the Settlement Agreement with TXU at approximately \$85 million for the period 2005 – 2009 (this includes the franchise fee increases through 2009). Probabilities are less than 50 percent that the PUC in 2007 would reach comparable value at the end of a rate case. Moreover, there is no certainty that residential customers would receive any benefit even if the Commission ultimately reduced overall rates by \$85 million.

RECOMMENDATION

The Staff recommends adoption of the resolution further abating the rate case filing and ratifying the Settlement Agreement. All Steering Committee member cities must take action to approve the settlement in order for the benefits to flow to any member. All payments to be made by TXU will not be released until the settlement is fully ratified.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS,
CONTINUING ABATEMENT OF SHOW-CAUSE AND ACCEPTING SETTLEMENT
WITH TXU ELECTRIC DELIVERY; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, on or about August 17, 2004, the City of Plano acting under its original jurisdiction to regulate electric transmission and distribution utilities and as a member of the Steering Committee of Cities served by TXU (Steering Committee) did pass a resolution requiring TXU Electric Delivery (Electric Delivery) to show-cause why its rates should not be reduced; and

WHEREAS, Electric Delivery and the Steering Committee engaged in settlement discussions regarding abatement of any full-scale rate investigation and interim relief that may be available to Cities leading to a settlement in February 2005 that made Steering Committee members whole for their alleged excess costs associated with street lighting and water pumping in exchange for delay in Show-Cause filing requirements; and

WHEREAS, Electric Delivery has desired to further extend for two years the currently scheduled June 2006 rate case filing in exchange for extension of payments to Cities under the February 2005 Agreement and other benefits to Cities; and

WHEREAS, the Steering Committee and Electric Delivery have reached a Settlement Agreement that extends the previously negotiated settlement terms by two years and adds benefits to Cities, including reimbursement for participation in ERCOT and market development activities and \$18 million in funds for beneficial public use as may be determined in the discretion of Steering Committee member cities and which may include, but which is not limited to, energy education for citizens, reductions in rates for city services, investments in community facilities, and investment in energy efficiency measures; and

WHEREAS, current electric market constraints make it impractical to pass the potential benefits of rate reductions on to residential ratepayers, because most consumers remain on price to beat rates which are fixed by statute and rule, and the minority of consumers who have switched to service from a competitive retail electric supplier may only realize rate reduction benefits if their REP contract requires a pass-through of such rate reduction; and

WHEREAS, the Steering Committee and Electric Delivery have reached a separate agreement wherein the Company will increase franchise fee factors over a four-year period producing increased revenues for each member city; and

WHEREAS, Electric Delivery has committed to the Steering Committee during the period of rate case abatement to share information on certain company operations and procedures that should enhance the Cities' ability to appropriately exercise

regulatory responsibilities in the rate proceeding that Electric Delivery has agreed to file on or before July 1, 2008;

WHEREAS, the Settlement Agreement calls for immediate and long-term benefits to flow to all city members of the Steering Committee which in turn have indirect but positive benefit to all city residents and public safety in general; and

WHEREAS, the Steering Committee values the benefits of settlement to Cities at approximately \$85 million between 2005 and 2009 and comparable value is unlikely to be achieved through litigation.

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

Section I. The Show-Cause proceeding initiated against TXU Electric Delivery in Resolution No. 2004-8-34(R) is further abated and no rate case filing will be expected from Electric Delivery before July 1, 2008.

Section II. The Extension And Modification of Settlement Agreement and Agreement To Resolve Outstanding Franchise Issues, both dated January 19, 2006, between the Cities' Steering Committee and TXU Electric Delivery are hereby ratified.

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 C. Wetherbee, CITY ATTORNEY

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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:	3/16/06	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan L. Upchurch	Executive Director	3/16/06	
Dept Signature:	<i>Alan Upchurch</i>	City Manager	<i>[Signature]</i> 3/16/06	
Agenda Coordinator (include phone #): Irene Pegues (7198)		Project No.		
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 12 FOOT DRAINAGE EASEMENT ON LOT 11, BLOCK C OF CRYSTAL CREEK ADDITION AS RECORDED IN CABINET M AT PAGE 566 OF THE LAND RECORDS OF COLLIN COUNTY AND BEING SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 153, LOCATED EAST OF OHIO DRIVE AND NORTH OF HEDGCOXE ROAD WHICH IS LOCATED WITHIN 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, STEVE AND BELINDA G. PITTARD, TO THE EXTENT OF THEIR INTERESTS; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE, AN EXECUTIVE DIRECTOR, TO EXECUTE ANY DOCUMENTS DEEMED NECESSARY; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
The storm sewer line crossing this lot has been relocated and a portion of the existing drainage easement is no longer needed.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location map		n/a		

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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 12 FOOT DRAINAGE EASEMENT ON LOT 11, BLOCK C OF CRYSTAL CREEK ADDITION AS RECORDED IN CABINET M AT PAGE 566 OF THE LAND RECORDS OF COLLIN COUNTY AND BEING SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 153, LOCATED EAST OF OHIO DRIVE AND NORTH OF HEDGCOXE ROAD WHICH IS LOCATED WITHIN 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, STEVE AND BELINDA G. PITTARD, TO THE EXTENT OF THEIR INTERESTS; 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 12 foot drainage easement recorded in Cabinet M at Page 566 of the Land Records of Collin County, Texas, (hereinafter called "Easement") and being situated in the Collin County School Land Survey, Abstract No. 153, 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 the 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 the Easement is hereby quitclaimed to the abutting Property Owners in accordance with their respective interests. A certified copy of this Ordinance may be recorded in the Collin County Land Records to reflect this abandonment and quitclaim. The City Manager, or in his absence, an Executive Director, is hereby authorized to execute on behalf of the City of Plano, Texas, any

M-2

instruments necessary to complete the abandonment and quitclaim of a portion of the 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 any 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 such portion of the 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 _____, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"

Date: March 3, 2006

TRACT B

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the Collin County School Land Survey, Abstract No. 153, being part of Lot 11, Block C of Crystal Creek and addition to the City of Plano as recorded in Cabinet M, Page 556 of the Map Records of Collin County, Texas, said premises being more particularly described as follows:

BEGINNING at a point for corner marking the northeast corner of said premises, said corner being North 89°16'02" West, 12.00 feet the northeast corner of said Lot;

THENCE departing the north line of said Lot and with the east line of said premises, South 42°43'33" East, 16.53 feet to a point for corner marking the southeast corner of said premises and being in the east line of said Lot;

THENCE departing the east line of said Lot and with the south line of said premises, North 89°16'02" West, 77.23 feet to a point for corner marking the southwest corner of said premises, said corner being in the west line of said Lot;

THENCE with the west line of said premises and said Lot, North 31°08'44" East, 13.91 feet to a 1/2-inch iron rod found marking the northwest corner of said premises and said Lot;

THENCE with the north line of said premises and said Lot, South 89°16'02" East, 58.81 feet to the place of beginning and containing 816 square feet of land.

PAGE 1



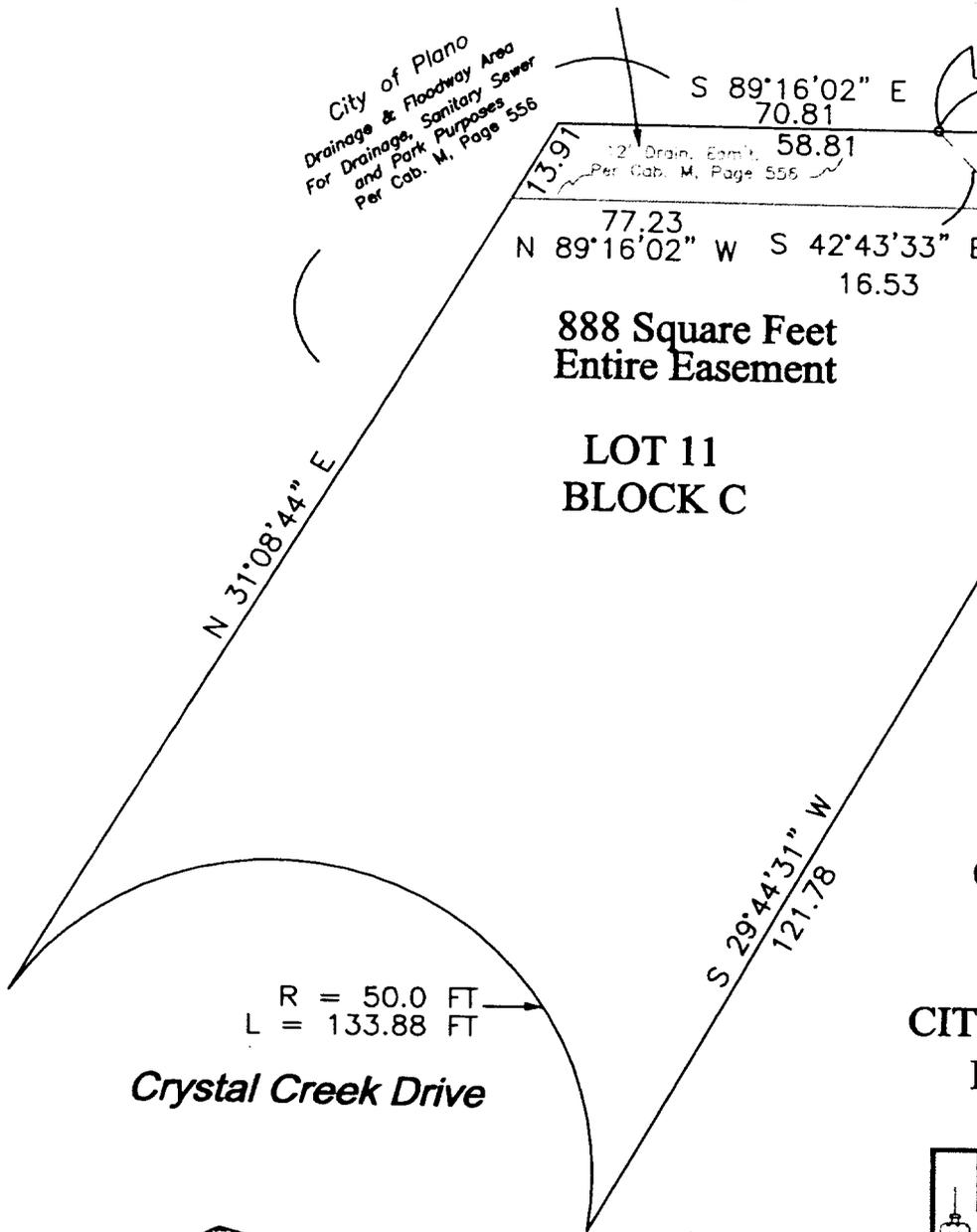
m-4

EXHIBIT "A"

816 Square Feet
Abandoned

POINT OF BEGINNING Tract B
POINT OF BEGINNING Tract A

City of Plano
Drainage & Floodway Area
For Drainage, Sanitary Sewer
and Park Purposes
Per Cab. M., Page 556



888 Square Feet
Entire Easement

LOT 11
BLOCK C

15' Alley Per Cab. M., Page 556



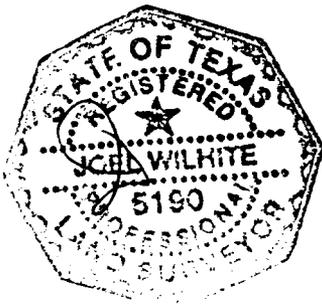
LOT 11
BLOCK C
CRYSTAL CREEK
Cab M, Page 556

CITY OF PLANO, TEXAS
Date: March 3, 2006

R = 50.0 FT
L = 133.88 FT
Crystal Creek Drive

	P. O. Box 407 Valley View, Texas 76272
	940-726-6150 Fax 940-726-6151
	WILHITE LAND SURVEYING, INC.

JOB NO. Pittard



M-5

EXHIBIT "B"

PETITION FOR ABANDONMENT

[For Easement Abandonment]

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property inclusive of **A 12' DRAINAGE EASEMENT** [*description and location of Easement*] (hereinafter called "Easement"), more particularly described by metes and bounds in the field note description attached hereto and incorporated herein as **Exhibit "A"** do hereby request that the City of Plano, Texas (called "City") abandon the Easement.

1. The Owners are requesting the abandonment of the Easement for the following reasons:
THE ORIGINAL STORM SEWER LINE HAS BEEN RELOCATED AND THEREFORE THE EXISTING EASEMENT IS NO LONGER NEEDED.
2. The following public interest will be served as a result of the abandonment:
FOR FURTHER DEVELOPMENT OF THE LOT INCLUDING THE CONSTRUCTION OF A POOL.
3. Unless the City determines that this abandonment is exempt from payment of fair market value, the Owners agree to pay to the City the fair market value of the Easement as determined by an appraisal obtained by the City (called "Price"). The appraisal shall be conclusive as to the fair market value. The Owners shall reimburse the City for the cost of the appraisal and other costs incident to the abandonment (called "Costs"). The Price and Costs shall be paid to the City prior to the abandonment. Should the Plano City Council decide not to abandon the Easement, the Price shall be returned to the Owners, but the Costs shall be retained by the City. Each Owner's share of the Price and Costs shall be in the same proportion as their abutting ownership as hereinafter defined.
4. If the Owners are providing a replacement easement for the Easement requested to be abandoned herein, Owners will attach a metes and bounds description or plat identifying the replacement easement and attach same to this Petition as **Exhibit "B"**.
5. The Owners hereby represent and affirm to the City that no other property owner, lessee, tenant or easement or license holder uses the Easement to access or to serve their property.
6. **The Owners further agree to release, defend, indemnify and hold the City, its officers, agents and employees harmless from and against any and all claims, losses, demands, suits, judgments and costs, including reasonable and necessary attorney's fees and expenses, arising out of, related to or resulting from the abandonment of the Easement by City.**

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EXHIBIT "B"

7. The Owners understand and agree that the abandonment is in the sole discretion of the Plano City Council. The Owners also understand and agree that the Easement will be abandoned to them in proportion to their abutting ownership. The abutting ownership will be determined by the number of linear feet of frontage adjacent to the Easement owned by each property owner. Based on the foregoing, the Owners hereby represent and affirm that they have searched the public land records and determined that the abutting ownership is in the following proportions:
THE EASEMENT IS ENTIRELY LOCATED ON THE PROPERTY OF 4677 CRYSTAL CREEK DRIVE.
8. Owners shall also prepare a map or drawing showing the Easement to be abandoned along with a designation of all abutting property owners. This map or drawing shall be attached hereto and incorporated herein as **Exhibit "C"**.
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"**. – **NOT APPLICABLE**

[Remainder of page blank]

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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.

STEVE PITTARD
Typed Name of Owner

4677 CRYSTAL CREEK DRIVE
Address

PLANO, TEXAS 75024
City, State and Zip

Dated: 3-2-6

Steve Pittard
Signature of Owner

BELINDA PITTARD
Typed Name of Owner

4677 CRYSTAL CREEK DRIVE
Address

PLANO, TEXAS 75024
City, State and Zip

Dated: 3/2/6

Belinda Pittard
Signature of Owner

Contact Person for Property Owners:

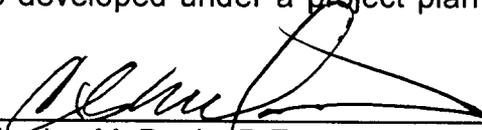
Name: STEVE PITTARD
Phone No: (469) 446-5382

M-8

FOR DEPARTMENTAL USE ONLY

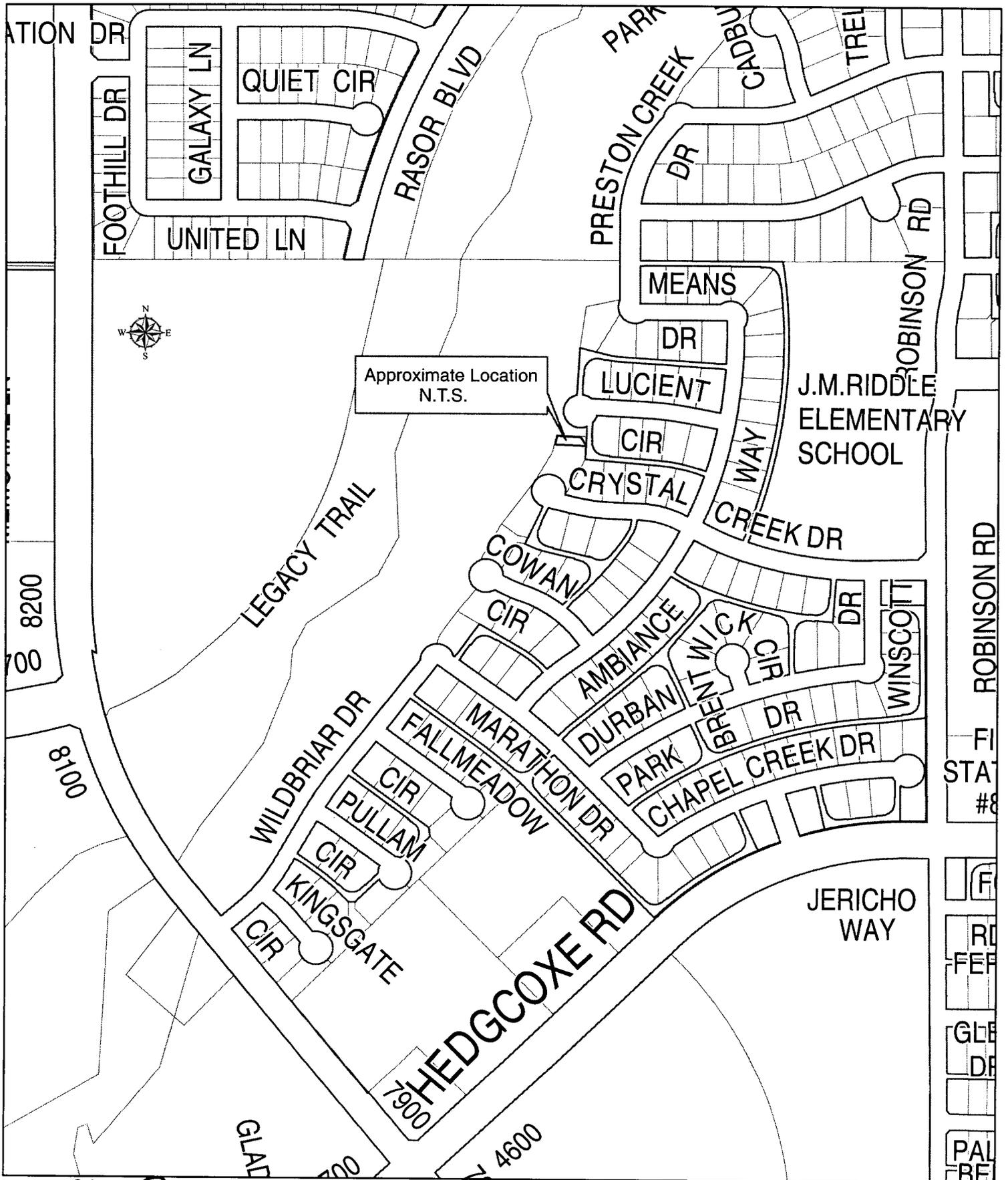
The Easement to be abandoned is to one or more abutting property owners and is exempt from the requirement that fair market value be paid for the following reason(s):

- 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 Engineering/Private Development
 Engineering Department
 City of Plano, Texas

12' DRAINAGE 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:	03/16/06	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan J. Upchurch	Executive Director	3.6.06	
Dept Signature:	<i>Alan Upchurch</i>	City Manager	<i>JM</i>	
Agenda Coordinator (include phone #):		Irene Pegues (7198)	<i>SP</i>	
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
AN ORDINANCE OF THE CITY OF PLANO, TEXAS, ABANDONING ALL RIGHT, TITLE AND INTEREST OF THE CITY, IN AND TO A PORTION OF THAT CERTAIN 10-FOOT WIDE WATER EASEMENT FROM LEGACY DRIVE NORTH APPROXIMATELY 40 FEET, BEING SITUATED IN THE HENRY COOK SURVEY, ABSTRACT NO. 183, WHICH IS LOCATED IN 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, THE SHOPS AT LEGACY (NORTH), L.P., TO THE EXTENT OF ITS INTEREST; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE, AN EXECUTIVE DIRECTOR, TO EXECUTE ANY DOCUMENTS DEEMED NECESSARY; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
The Shops at Legacy (North), L.P., is requesting the abandonment of a portion of a water easement from Legacy Drive approximately 40 feet north. They are the owners of the adjoining property. This easement will be abandoned and another easement to the east will be granted due to the location of the existing waterline.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		n/a		

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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 10-FOOT WIDE WATER EASEMENT FROM LEGACY DRIVE NORTH APPROXIMATELY 40 FEET, BEING SITUATED IN THE HENRY COOK SURVEY, ABSTRACT NO. 183, WHICH IS LOCATED IN 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, THE SHOPS AT LEGACY (NORTH), L.P., 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 10-foot wide water easement from Legacy Drive north approximately 40 feet, (hereinafter called "Easement") and being situated in the Henry Cook Survey, Abstract No. 183, which is located within the City Limits of Plano, Collin County, Texas, and which is more particularly described in Exhibit "A-1 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" (without attached Exhibits) and made a part hereof by reference; and

WHEREAS, the Engineering Department has advised that the existing Easement is no longer needed. 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 the Easement is hereby abandoned, and all right, title and interest of the City in and to a portion of the 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, Texas, any instruments necessary to complete the abandonment and quitclaim of a portion of the 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 any 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 such portion of the 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 _____, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT A-1
WATER EASEMENT ABANDONMENT
CITY OF PLANO, TEXAS

BEING A TRACT OF LAND SITUATED IN THE HENRY COOK SURVEY, ABSTRACT NO. 183, COLLIN COUNTY, TEXAS, AND BEING PART OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE SHOPS AT LEGACY (NORTH), L.P. AS RECORDED IN COLLIN COUNTY CLERK DOCUMENT NO. 2004-0182773 AND 2004-0182774, DEED RECORDS OF COLLIN COUNTY, TEXAS AND ALSO BEING PART OF A 10' WATER EASEMENT AS RECORDED IN DOCUMENT NO. 2005-0064098, DEED RECORDS OF COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CAPPED 5/8" IRON ROD FOUND SITUATED IN THE INTERSECTION OF THE EAST LINE OF DALLAS NORTH TOLLWAY (VARIABLE WIDTH R.O.W.) AND THE NORTH LINE OF LEGACY DRIVE (VARIABLE WIDTH R.O.W.);

THENCE N89°54'55"E, ALONG THE NORTH LINE OF SAID LEGACY DRIVE, A DISTANCE OF 9.33 FEET TO THE POINT OF BEGINNING;

THENCE N00°03'17"W, DEPARTING SAID LEGACY DRIVE, A DISTANCE OF 40.76 FEET TO A POINT;

THENCE S45°05'24"E, A DISTANCE OF 12.78 FEET TO A POINT;

THENCE S00°03'17"E, A DISTANCE OF 31.73 FEET TO A POINT SITUATED IN THE NORTH LINE OF SAID LEGACY DRIVE;

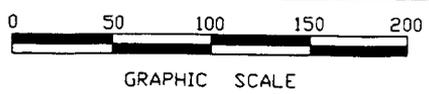
THENCE S89°54'55"W, ALONG THE NORTH LINE OF SAID LEGACY DRIVE, A DISTANCE OF 9.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 328 SQUARE FEET OR 0.007 ACRES OF LAND.

Stanley Ray Felts

STANLEY RAY FELTS
R.P.L.S. NO. 4625
JANUARY, 2006



77-4



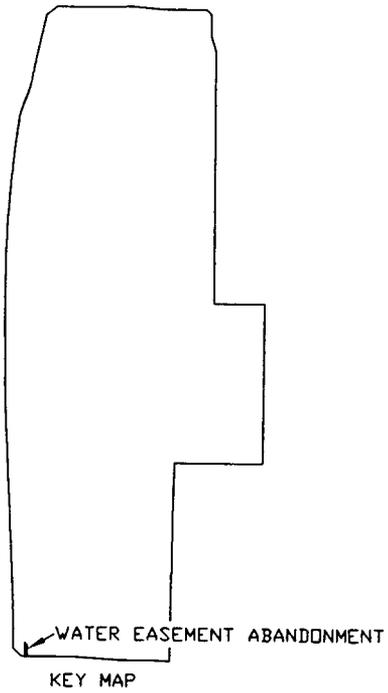
GRAPHIC SCALE



Stanley Ray Felts
STANLEY RAY FELTS
R.P.L.S. NO. 4625
DATE: JANUARY, 2006

BASIS OF BEARINGS:
BEARINGS ARE REFERENCED TO NAD-83, THE NORTH CENTRAL ZONE, BASED ON THE CITY OF PLANO CONTROL MONUMENTS.

Scale = 1"=100'



DALLAS NORTH TOLLWAY
VARIABLE ROW

HENRY COOK SURVEY ABSTRACT NO. 183

THE SHOPS AT LEGACY (NORTH), L.P.
DOCUMENT NO. 2004-0182773
DOCUMENT NO. 2004-0182774

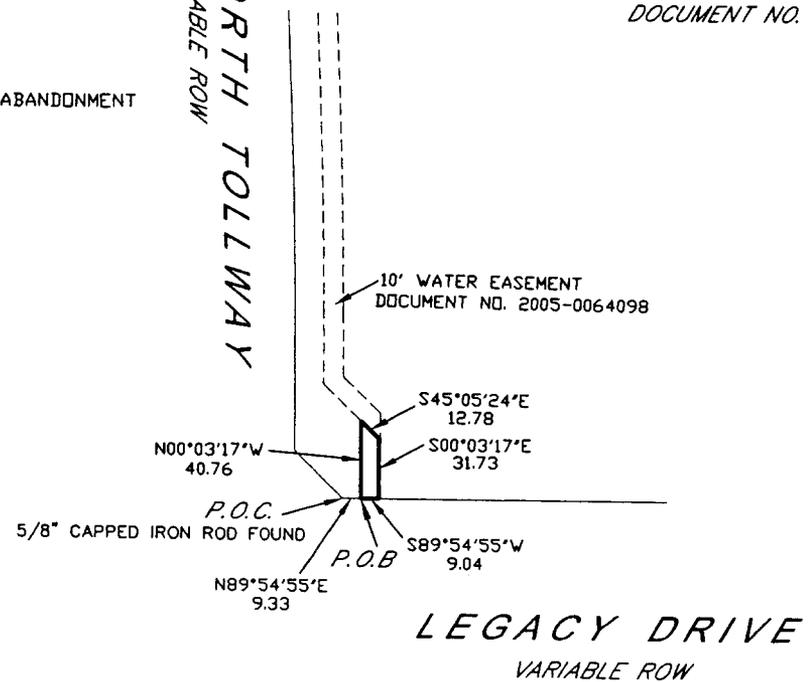


EXHIBIT A-1
PLANO LEGACY BUSINESS DISTRICT WATER LINE
WATER EASEMENT ABANDONMENT
328 SQ. FT. OR 0.007 ACRES
CITY OF PLANO, TEXAS

JASTER-QUINTANILLA DALLAS, LLP
CONSULTING ENGINEERS
2105 COMMERCE • SUITE 300 • DALLAS, TX 75201
214 752-9098 FAX 214 752-3800

71-5

EXHIBIT "B"

PETITION FOR ABANDONMENT

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property abutting a 10 foot wide water easement located north of Legacy Drive and east of the Dallas North Tollway Service Road (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 approximately 9 feet of the Easement.

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

The existing waterline is located approximately nine feet to the east from where it was suppose to be. Therefore, the waterline is not centered in the easement. A new easement is being dedicated which will replace the nine feet that is being abandoned.

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

The waterline will be centered in the easement.

- 3. Unless the City determines that this abandonment is exempt from payment of fair market value, the Owners agree to pay to the City the fair market value of the Easement as determined by an appraisal obtained by the City (called "Price"). The appraisal shall be conclusive as to the fair market value. The Owners shall reimburse the City for the cost of the appraisal and other costs incident to the abandonment (called "Costs"). The Price and Costs shall be paid to the City prior to the abandonment. Should the Plano City Council decide not to abandon the Easement, the Price shall be returned to the Owners, but the Costs shall be retained by the City. Each Owner's share of the Price and Costs shall be in the same proportion as their abutting ownership as hereinafter defined.

- 4. If the Owners are providing a replacement easement for the Easement requested to be abandoned herein, Owners will attach a metes and bounds description or plat identifying the replacement easement and attach same to this Petition as **Exhibit "B-1"**.

- 5. The Owners hereby represent and affirm to the City that no other property owner, lessee, tenant or easement or license holder uses the Easement to access or to serve their property.

- 6. **The Owners further agree to release, defend, indemnify and hold the City, its officers, agents and employees harmless from and against any and all claims, losses, demands, suits, judgments and costs, including reasonable**

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EXHIBIT "B"

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

7. The Owners understand and agree that the abandonment is in the sole discretion of the Plano City Council. The Owners also understand and agree that the Easement will be abandoned to them in proportion to their abutting ownership. The abutting ownership will be determined by the number of linear feet of frontage adjacent to the Easement owned by each property owner. Based on the foregoing, the Owners hereby represent and affirm that they have searched the public land records and determined that there is no abutting ownership.
8. Owners shall also prepare a map or drawing showing the Easement to be abandoned along with a designation of all abutting property owners. This map or drawing shall be attached hereto and incorporated herein as **Exhibit "C-1"**.
9. Owners shall also prepare a separate field note description for each portion of the Easement to be released to each abutting property owner. This description shall be attached hereto and incorporated herein as **Exhibit "D-1"**.

[Remainder of page blank]

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.

The SHOPS AT LEGACY (NORTH) L.P.

7200 Bishop Rd. #250
Address

Plano, TX 75024
City, State and Zip

Dated: 2-20-06
[Signature]
Signature of Owner

FEHME KARAHAN
Typed Name of Owner

7200 Bishop Rd. #250
Address

Plano, TX 75024
City, State and Zip

Dated: _____

Signature of Owner

Contact Person for Property Owners:

Name: _____
Phone No: 214-473-9700

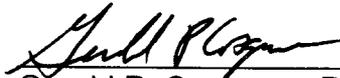
71-8

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.



 Gerald P. Cosgrove, P.E.
 Chief Engineer - CIP
 Engineering Department
 City of Plano, Texas

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EXHIBIT A-1
WATER EASEMENT ABANDONMENT
CITY OF PLANO, TEXAS

BEING A TRACT OF LAND SITUATED IN THE HENRY COOK SURVEY, ABSTRACT NO. 183, COLLIN COUNTY, TEXAS, AND BEING PART OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE SHOPS AT LEGACY (NORTH), L.P. AS RECORDED IN COLLIN COUNTY CLERK DOCUMENT NO. 2004-0182773 AND 2004-0182774, DEED RECORDS OF COLLIN COUNTY, TEXAS AND ALSO BEING PART OF A 10' WATER EASEMENT AS RECORDED IN DOCUMENT NO. 2005-0064098, DEED RECORDS OF COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CAPPED 5/8" IRON ROD FOUND SITUATED IN THE INTERSECTION OF THE EAST LINE OF DALLAS NORTH TOLLWAY (VARIABLE WIDTH R.O.W.) AND THE NORTH LINE OF LEGACY DRIVE (VARIABLE WIDTH R.O.W.);

THENCE N89°54'55"E, ALONG THE NORTH LINE OF SAID LEGACY DRIVE, A DISTANCE OF 9.33 FEET TO THE POINT OF BEGINNING;

THENCE N00°03'17"W, DEPARTING SAID LEGACY DRIVE, A DISTANCE OF 40.76 FEET TO A POINT;

THENCE S45°05'24"E, A DISTANCE OF 12.78 FEET TO A POINT;

THENCE S00°03'17"E, A DISTANCE OF 31.73 FEET TO A POINT SITUATED IN THE NORTH LINE OF SAID LEGACY DRIVE;

THENCE S89°54'55"W, ALONG THE NORTH LINE OF SAID LEGACY DRIVE, A DISTANCE OF 9.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 328 SQUARE FEET OR 0.007 ACRES OF LAND.

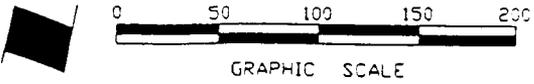
Stanley Ray Felts

STANLEY RAY FELTS
R.P.L.S. NO. 4625
JANUARY, 2006



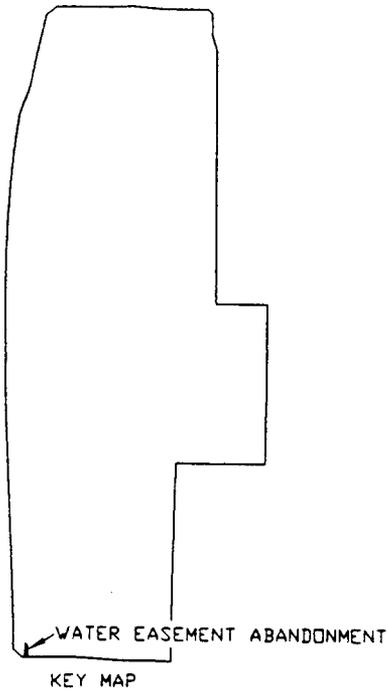
77-10

P.O.C. - POINT OF COMMENCING
P.O.B. - POINT OF BEGINNING



BASIS OF BEARINGS:
BEARINGS ARE REFERENCED TO NAD-83, THE NORTH CENTRAL ZONE, BASED ON THE CITY OF PLANO CONTROL MONUMENTS.

Scale = 1"=100'



Stanley Ray Felts
STANLEY RAY FELTS
R.P.L.S. NO. 4625
DATE: JANUARY, 2006

HENRY COOK SURVEY ABSTRACT NO. 183

THE SHOPS AT LEGACY (NORTH), L.P.
DOCUMENT NO. 2004-0182773
DOCUMENT NO. 2004-0182774

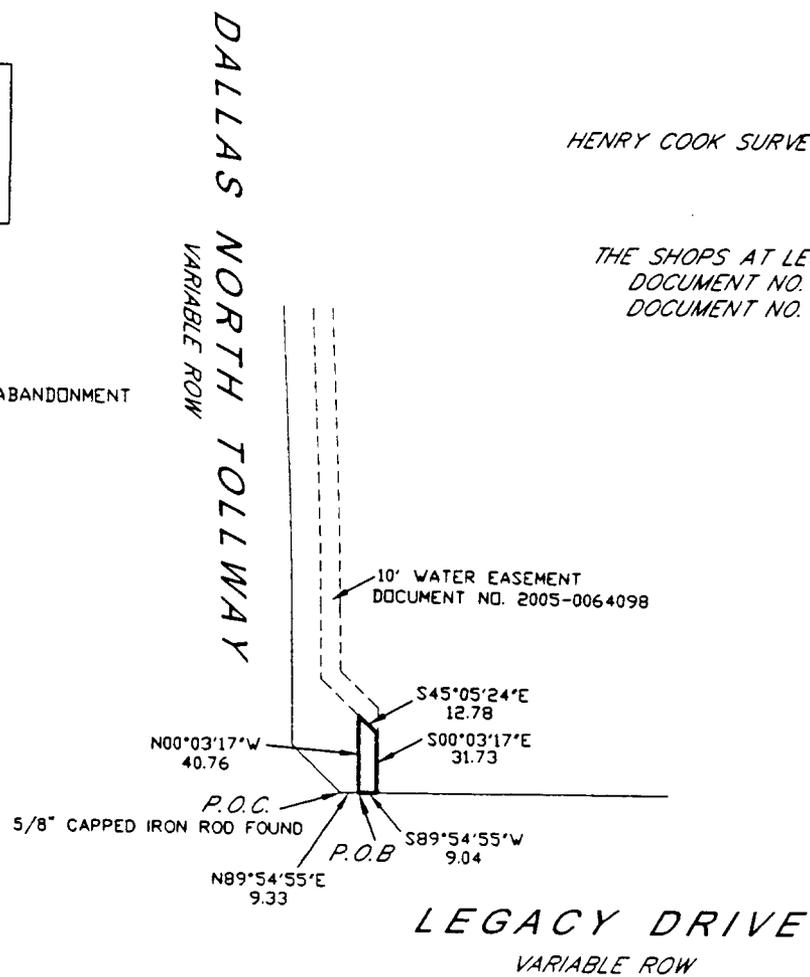


EXHIBIT A-1
PLANO LEGACY BUSINESS DISTRICT WATER LINE
WATER EASEMENT ABANDONMENT
328 SQ. FT. OR 0.007 ACRES
CITY OF PLANO, TEXAS

ASTER-QUINTANILLA DALLAS, LLP
CONSULTING ENGINEERS
05 COMMERCE SUITE 300 DALLAS, TX 75201
752-9098 FAX 214 752-3800

Q JOB NO.: 4040200.02 DATE: JANUARY, 2006

77-11

EXHIBIT B-1
WATER EASEMENT
CITY OF PLANO, TEXAS

BEING A TRACT OF LAND SITUATED IN THE HENRY COOK SURVEY, ABSTRACT NO. 183, COLLIN COUNTY, TEXAS, AND BEING PART OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE SHOPS AT LEGACY (NORTH), L.P. AS RECORDED IN COLLIN COUNTY CLERK DOCUMENT NO. 2004-0182773 AND 2004-0182774, DEED RECORDS OF COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CAPPED 5/8" IRON ROD FOUND SITUATED IN THE INTERSECTION OF THE EAST LINE OF DALLAS NORTH TOLLWAY (VARIABLE WIDTH R.O.W.) AND THE NORTH LINE OF LEGACY DRIVE (VARIABLE WIDTH R.O.W.);

THENCE N89°54'55"E, ALONG THE NORTH LINE OF SAID LEGACY DRIVE, A DISTANCE OF 19.33 FEET TO THE POINT OF BEGINNING;

THENCE N00°03'17"W, DEPARTING SAID LEGACY DRIVE AND ALONG THE EAST LINE OF A 10' WATER EASEMENT AS RECORDED IN DOCUMENT NO. 2005-0064098, DEED RECORDS OF COLLIN COUNTY, TEXAS, A DISTANCE OF 44.90 FEET TO A POINT;

THENCE S45°05'24"E, DEPARTING THE EAST LINE OF SAID 10' WATER EASEMENT, A DISTANCE OF 12.78 FEET TO A POINT;

THENCE S00°03'17"E, A DISTANCE OF 35.87 FEET TO A POINT SITUATED IN THE NORTH LINE OF SAID LEGACY DRIVE;

THENCE S89°54'55"W, ALONG THE NORTH LINE OF SAID LEGACY DRIVE, A DISTANCE OF 9.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 365 SQUARE FEET OR 0.008 ACRES OF LAND.

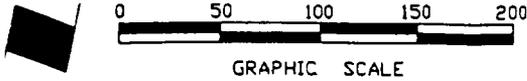
Stanley Ray Felts

STANLEY RAY FELTS
R.P.L.S. NO. 4625
JANUARY, 2006



71-12

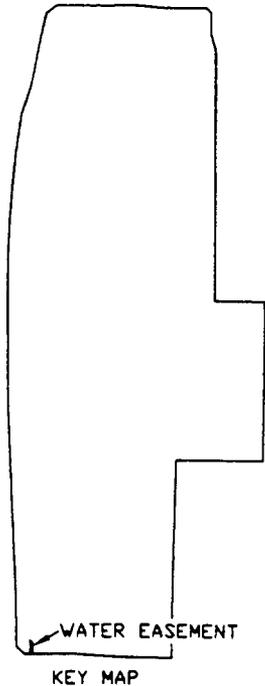
P.O.C. - POINT OF COMMENCING
P.O.B. - POINT OF BEGINNING



BASIS OF BEARINGS:
BEARINGS ARE REFERENCED TO NAD-83, THE NORTH CENTRAL ZONE, BASED ON THE CITY OF PLANO CONTROL MONUMENTS.



1" = 100'



Stanley Ray Felts

STANLEY RAY FELTS
R.P.L.S. NO. 4625
DATE: JANUARY, 2006

HENRY COOK SURVEY ABSTRACT NO. 183

THE SHOPS AT LEGACY (NORTH), L.P.
DOCUMENT NO. 2004-0182773
DOCUMENT NO. 2004-0182774

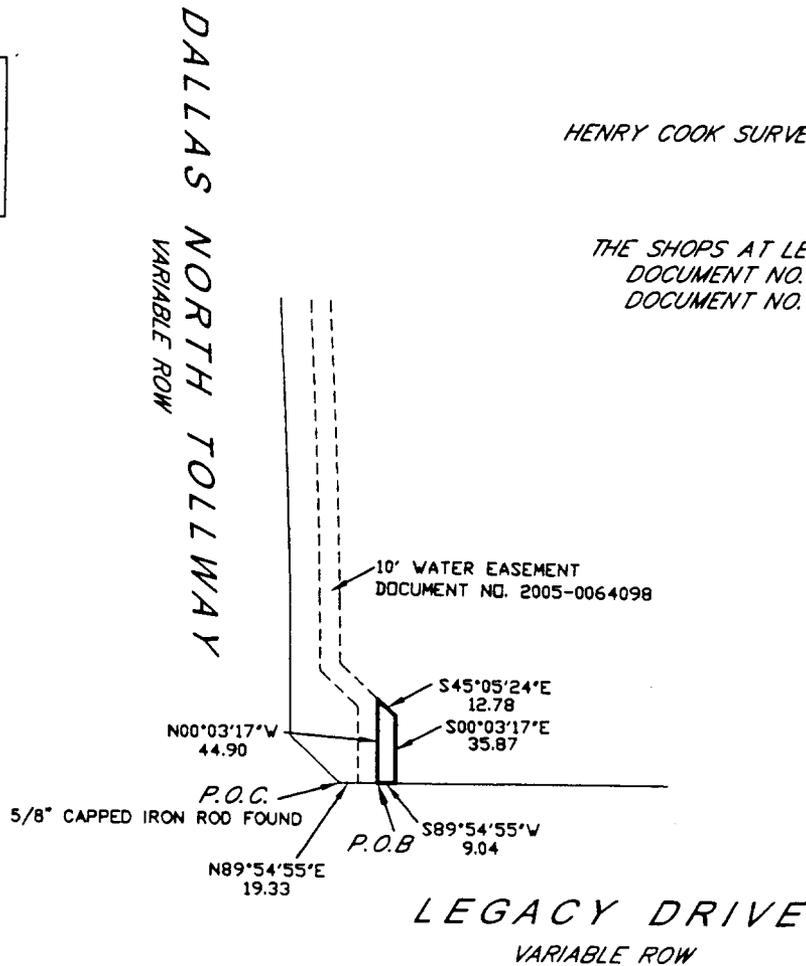


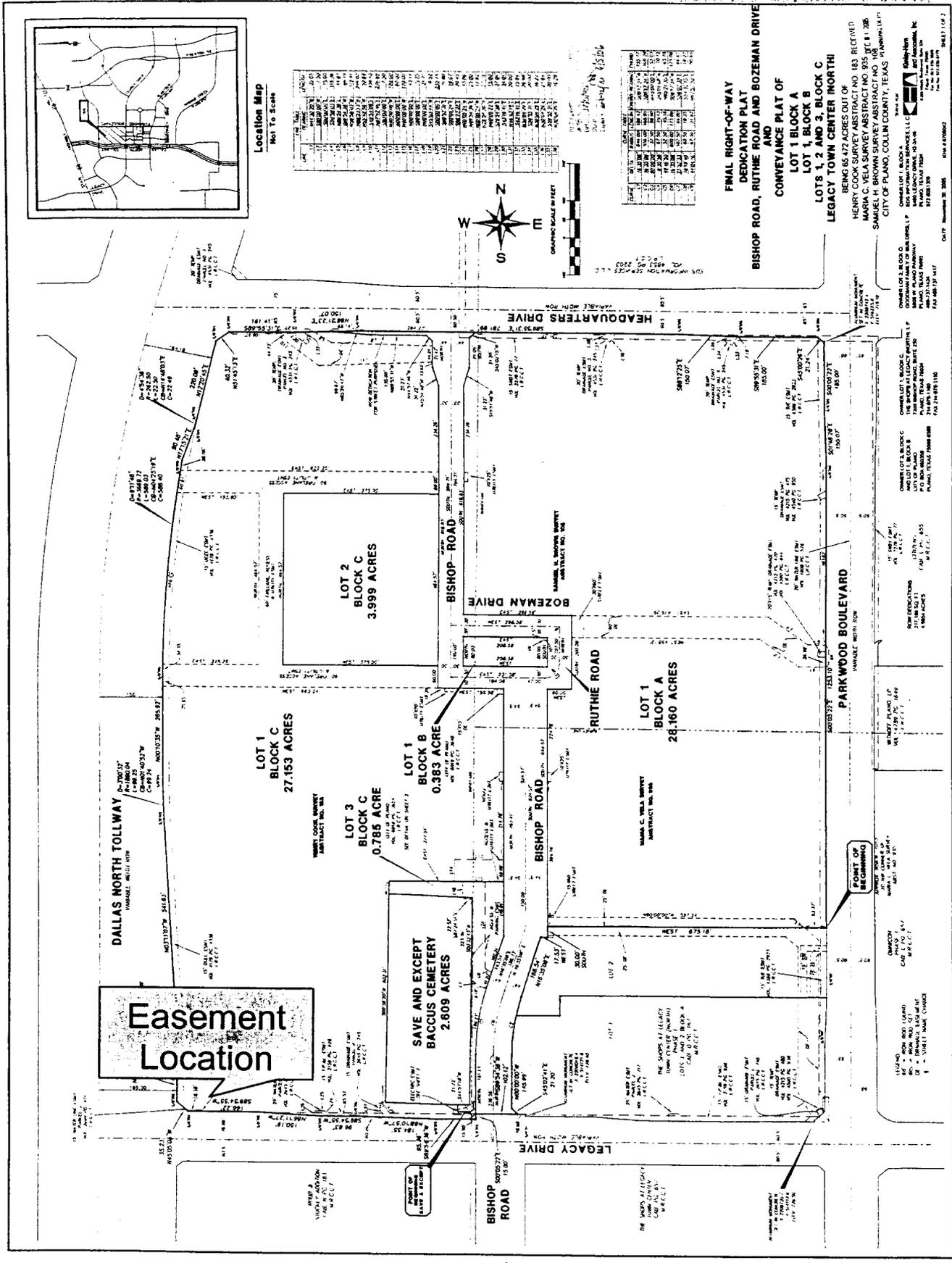
EXHIBIT B-1

PLANO LEGACY BUSINESS DISTRICT WATER LINE
WATER EASEMENT
365 SQ. FT. OR 0.008 ACRES
CITY OF PLANO, TEXAS

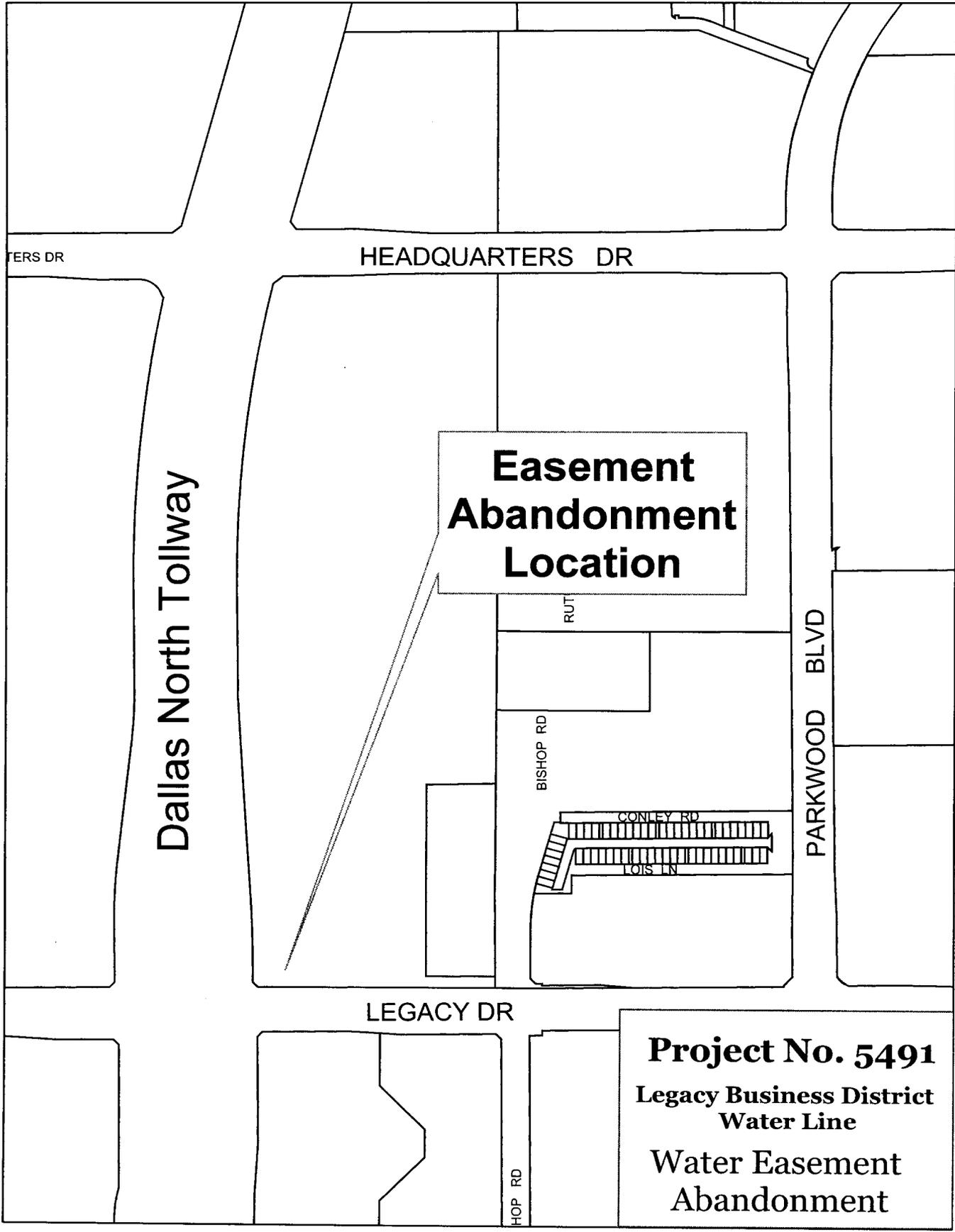
MASTER-QUINTANILLA DALLAS, LLP
CONSULTING ENGINEERS
35 COMMERCE □ SUITE 300 □ DALLAS, TX 75201
752-9098 FAX 214 752-3800

71-13

EXHIBIT C-1



7-14



TERS DR

HEADQUARTERS DR

Dallas North Tollway

**Easement
Abandonment
Location**

RUT

BISHOP RD

PARKWOOD BLVD

CONLEY RD

LOIS LN

LEGACY DR

HOP RD

Project No. 5491
Legacy Business District
Water Line
Water Easement
Abandonment

71-15



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:	03/16/06	Reviewed by Legal <i>98</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering			Date
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	<i>3-6-06</i>
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>3/16/06</i>
Agenda Coordinator (include phone #):		Irene Pegues (7198) <i>[Signature]</i>		
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
AN ORDINANCE OF THE CITY OF PLANO, TEXAS, ABANDONING ALL RIGHT, TITLE AND INTEREST OF THE CITY, IN AND TO THAT CERTAIN 2977 SQUARE FOOT RIGHT-OF-WAY DEDICATION RECORDED IN VOLUME 6071 AT PAGE 1342 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS AND BEING SITUATED IN THE DANIEL ROWLETT SURVEY, ABSTRACT NO. 738, LOCATED ON THE WEST SIDE OF CENTRAL EXPRESSWAY (U.S. HIGHWAY 75) SOUTH OF CHASE OAKS BOULEVARD, WHICH IS LOCATED IN THE CITY LIMITS OF PLANO, COLLIN COUNTY, TEXAS; QUITCLAIMING ALL RIGHT, TITLE AND INTEREST OF THE CITY IN SUCH RIGHT-OF-WAY TO THE ABUTTING PROPERTY OWNER, FAIRVIEW FARM LAND COMPANY, LTD., TO THE EXTENT OF ITS INTEREST; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR, TO EXECUTE ANY DOCUMENTS DEEMED NECESSARY; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
The 12 foot right-of-way dedication on Central Expressway south of Chase Oaks Boulevard, as further described in Exhibit "A" attached hereto, was for the construction of a deceleration lane. The Texas Department of Transportation will not approve the deceleration lane as designed and therefore the right-of-way is no longer needed.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
location map		n/a		

0.1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, ABANDONING ALL RIGHT, TITLE AND INTEREST OF THE CITY, IN AND TO THAT CERTAIN 2977 SQUARE FOOT RIGHT-OF-WAY DEDICATION RECORDED IN VOLUME 6071 AT PAGE 1342 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS AND BEING SITUATED IN THE DANIEL ROWLETT SURVEY, ABSTRACT NO. 738, LOCATED ON THE WEST SIDE OF CENTRAL EXPRESSWAY (U.S. HIGHWAY 75) SOUTH OF CHASE OAKS BOULEVARD, WHICH IS LOCATED IN THE CITY LIMITS OF PLANO, COLLIN COUNTY, TEXAS; QUITCLAIMING ALL RIGHT, TITLE AND INTEREST OF THE CITY IN SUCH RIGHT-OF-WAY TO THE ABUTTING PROPERTY OWNER, FAIRVIEW FARM LAND COMPANY, LTD., 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 that certain 2977 square foot right-of-way dedication located on the west side of Central Expressway (U.S. Highway 75) south of Chase Oaks Boulevard as recorded in Volume 6071 at Page 1342 of the Land Records of Collin County, Texas (hereinafter called "Right-of-Way") being situated in the Daniel Rowlett Survey, Abstract Number 738, 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" (without attached Exhibits) and made a part hereof by reference, which Petition provides that the right-of-way is no longer needed; and

WHEREAS, the Engineering Department has advised that there will be no detrimental effect on the City if the Right-of-Way is abandoned and quitclaimed to the abutting Property Owner; and has advised that the Right-of-Way should be abandoned;

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

Section 1. All the right, title and interest of the City of Plano, Texas, in and to said Right-of-Way, as more particularly described in Exhibit "A" attached hereto and incorporated herein, is hereby abandoned; and all right, title and interest of the City of Plano, Texas in and to the Right-of-Way, as more particularly described in Exhibit "A" attached hereto and incorporated herein, is hereby quitclaimed to the abutting Property Owner in accordance with its respective interests. A certified copy of this Ordinance may be recorded in the Collin County Land Records to reflect this abandonment and quitclaim. The City Manager, or in his absence an Executive Director, is hereby

authorized to execute on behalf of the City of Plano, Texas, any instruments necessary to complete the abandonment and quitclaim of the Right-of-Way by the City of Plano.

Section II. The abandonment and quitclaim is without prejudice to any and all improvements, facilities, equipment or lines of any public utility, municipal or otherwise, if any, which are presently located within any portion of the Right-of-Way. Any such utility to have the continued right to locate, maintain, repair, reconstruct, preserve or relocate improvements, facilities, equipment or lines in such Right-of-Way.

Section III. The City Council hereby finds and determines that the abandonment of the Right-of-Way 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 _____, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

0-3

SPECIAL WARRANTY DEED

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

THAT, **FAIRVIEW FARM LAND COMPANY, LTD.**, a Texas limited partnership, whether one or more, hereinafter called "Grantor," for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration to Grantor in hand paid by the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, express or implied, does by these presents GIVE, GRANT, and CONVEY unto the Grantee all of that certain tract or parcel of land situated in the City of Plano, Collin County, Texas, as more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all improvements situated thereon and with all and singular the rights and appurtenances thereto and any and all right, title and interest of Grantor in and to any adjacent streets, alleys or rights-of-way (hereinafter collectively called the "Property").

It is acknowledged and agreed that Grantee is acquiring the Property for the purpose of permitting Grantee or its agents or assigns to construct, maintain, repair, and operate thereon street, highway, right-of-way, drainage improvements, utilities, and other related improvements. This provision shall not be construed as any restraint on the right of Grantee to convey fee simple title to the Property. The consideration paid to Grantor by Grantee for the Property shall be considered full compensation for the property interests conveyed to Grantee, including, without limitation, the right or claim to severance damages or any damages to, or diminution in value of, other lands belonging to Grantor that may be claimed or asserted by virtue of such acquisition of the Property by Grantee. Notwithstanding the area and shape of the Property, this Special Warranty Deed shall be construed as conveying all rights and appurtenances incident to any ordinary conveyance of land.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging unto said Grantee, its successors and assigns, forever. Grantor does hereby bind Grantor and Grantor's administrators, successors and assigns, to warrant and forever defend, all and singular the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

Filed for Record in
Collin County, McKinney, TX
Honorable Brenda Taylor,
Collin County Clerk
On Dec 22 2005
At 11:19am
Doc/Num 2005-0179407
Recording/Type:DI
Receipt #: 50733

0-4

The mailing address of the Grantee is:

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

EXECUTED this 13 day of December, 2005.

[Upon finalizing the document please consult the legal department for assistance on completing the signature block and the notary section.]

**FAIRVIEW FARM LAND COMPANY,
LTD., a Texas Limited Partnership**

By: Rodney O. Haggard
Partnership Manager

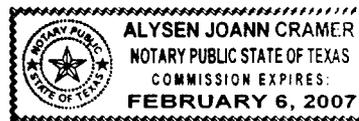
ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on the 13th day of December, 2005, by **RODNEY O. HAGGARD, PARTNERSHIP MANAGER** of **FAIRVIEW FARM LAND COMPANY, LTD.**, a Texas limited partnership for and on behalf of said limited partnership.

Alysen Joann Cramer
Notary Public, State of Texas

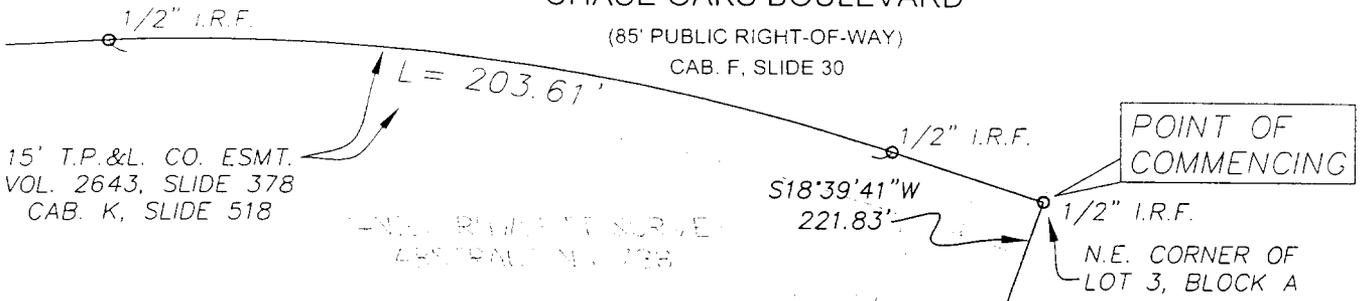
After Recording Return to:
Charles M. Davis, P.E.
Engineering Department
P. O. Box 860358
Plano, TX 75086-0358



0-5

CHASE OAKS BOULEVARD

(85' PUBLIC RIGHT-OF-WAY)
CAB. F, SLIDE 30

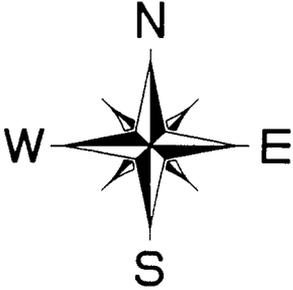


15' T.P. & L. CO. ESMT.
VOL. 2643, SLIDE 378
CAB. K, SLIDE 518

DANIEL ROWLETT SURVEY
ABSTRACT NO. 738

POINT OF COMMENCING

N.E. CORNER OF LOT 3, BLOCK A



SCALE: 1"=50'

15' WATER LINE ESMT.
CAB. K, SLIDE 518
M.R.C.C.T.

SANITARY SEWER ESMT.
VOL. 2052, SLIDE 22

1/2" I.R.F.
S13°00'13"W
25.84'

POINT OF BEGINNING

LOT 3, BLOCK A
LEGACY CENTRAL THEATER ADDITION
CAB. K, SLIDE 518 & 519, M.R.C.C.T.
4.8467 ACRES
FAIRVIEW FARM LAND COMPANY, LTD.
VOL. 5009, PG. 1685, L.R.C.C.T.
15' TXU ESMT.
VOL. 4465, PG. 0104

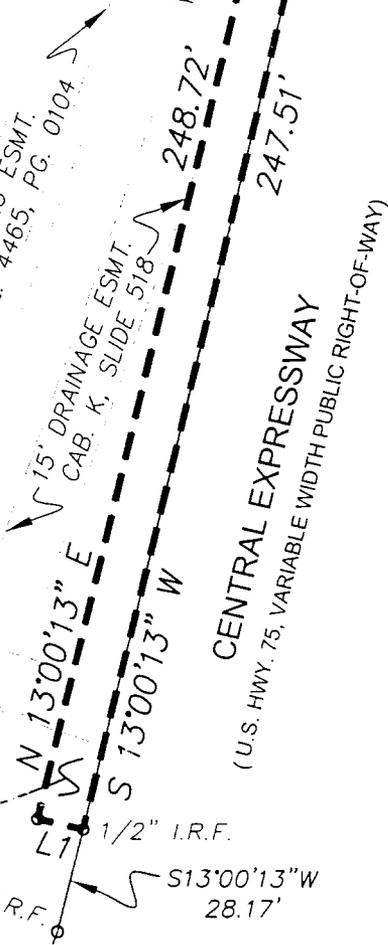
OFFSITE SLOPE ESMT.
CAB. K, SLIDE 518
M.R.C.C.T.

DANIEL ROWLETT SURVEY
ABSTRACT NO. 738

15'x20' WATER LINE ESMT.
CAB. K, PG. 518
M.R.C.C.T.

0.0684 ACRES
(2,977 SQ. FT.)
15' DRAINAGE ESMT.

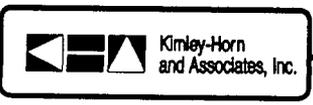
15' DRAINAGE ESMT.
CAB. K, SLIDE 518
M.R.C.C.T.



LINE TABLE		BEARING
LINE	LENGTH	
L1	12.00	N76°59'47"W
L2	12.06	S71°14'13"E

EXHIBIT "A"
RIGHT-OF-WAY DEDICATION

DANIEL ROWLETT SURVEY, ABSTRACT NO. 738
CITY OF PLANO, COLLIN COUNTY, TEXAS



12.12.05
 10-7
 JOHN VICAIN
 12.12.05

EXHIBIT "B"

PETITION FOR ABANDONMENT
[For Right-of-Way Abandonment]

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property abutting **CENTRAL EXPRESSWAY (U.S. HWY 75)** (hereinafter called "Right-of-Way"), 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 the Right-of-Way.

1. The Owners are requesting the abandonment of the Right-of-Way for the following reasons:
THE DECELERATION LANE THAT WAS APPROVED BY THE CITY OF PLANO, BUT DENIED BY TXDOT, THEREFORE THE DECELERATION LANE WILL NOT BE CONSTRUCTED
2. The following public interest will be served as a result of the abandonment:
TO AID IN THE DEVELOPMENT OF THE PROPERTY
3. Unless the City determines that this abandonment is exempt from payment of fair market value, the Owners agree to pay to the City the fair market value of the Right-of-Way as determined by an appraisal obtained by the City (called "Price"). The appraisal shall be conclusive as to the fair market value. The Owners shall reimburse the City for the cost of the appraisal and other costs incident to the abandonment (called "Costs"). The Price and Costs shall be paid to the City prior to the abandonment. Should the Plano City Council decide not to abandon the Right-of-Way, 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 right-of-way for the Right-of-Way requested to be abandoned herein, Owners will attach a metes and bounds description or plat identifying the replacement right-of-way and attach same to this Petition as **Exhibit "B-1"**.
5. The Owners hereby represent and affirm to the City that no other property owner, lessee, tenant or easement or license holder uses the Right-of-Way to access or to serve their property.
6. The Owners further agree to release, defend, indemnify and hold the City, its officers, agents and employees harmless from and against any and all claims, losses, demands, suits, judgments and costs, including reasonable and necessary attorney's fees and expenses, arising out of, related to or resulting from the abandonment and closing of the Right-of-Way by City.

0-8

EXHIBIT "B"

7. The Owners understand and agree that the abandonment is in the sole discretion of the Plano City Council. The Owners also understand and agree that the Right-of-Way will be abandoned to them in proportion to their abutting ownership. The abutting ownership will be determined by the number of linear feet of frontage adjacent to the Right-of-Way 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:
FAIRVIEW FARM LAND COMPANY, LTD 100%
8. Owners shall also prepare a map or drawing showing the Right-of-Way 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 Right-of-Way to be quitclaimed to each abutting property owner. This description shall be attached hereto and incorporated herein as **Exhibit "D-1"**.

[Reminder of page blank]

0-9

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.

Fairview Farm Land Company Ltd.
Typed Name of Owner
3314 North Central Expressway Suite 100
Address
Plano, Texas 75074
City, State and Zip

Dated: 3-1-96

Rodney O. Haggard
Signature of Owner *Partnership Manager*

Typed Name of Owner

Address

City, State and Zip

Dated: _____

Signature of Owner

Contact Person for Property Owners:

Name: Rodney O. Haggard

Phone No: 972-422-2500

0-10

EXHIBIT "B"

FOR DEPARTMENTAL USE ONLY

The Right-of-Way 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):

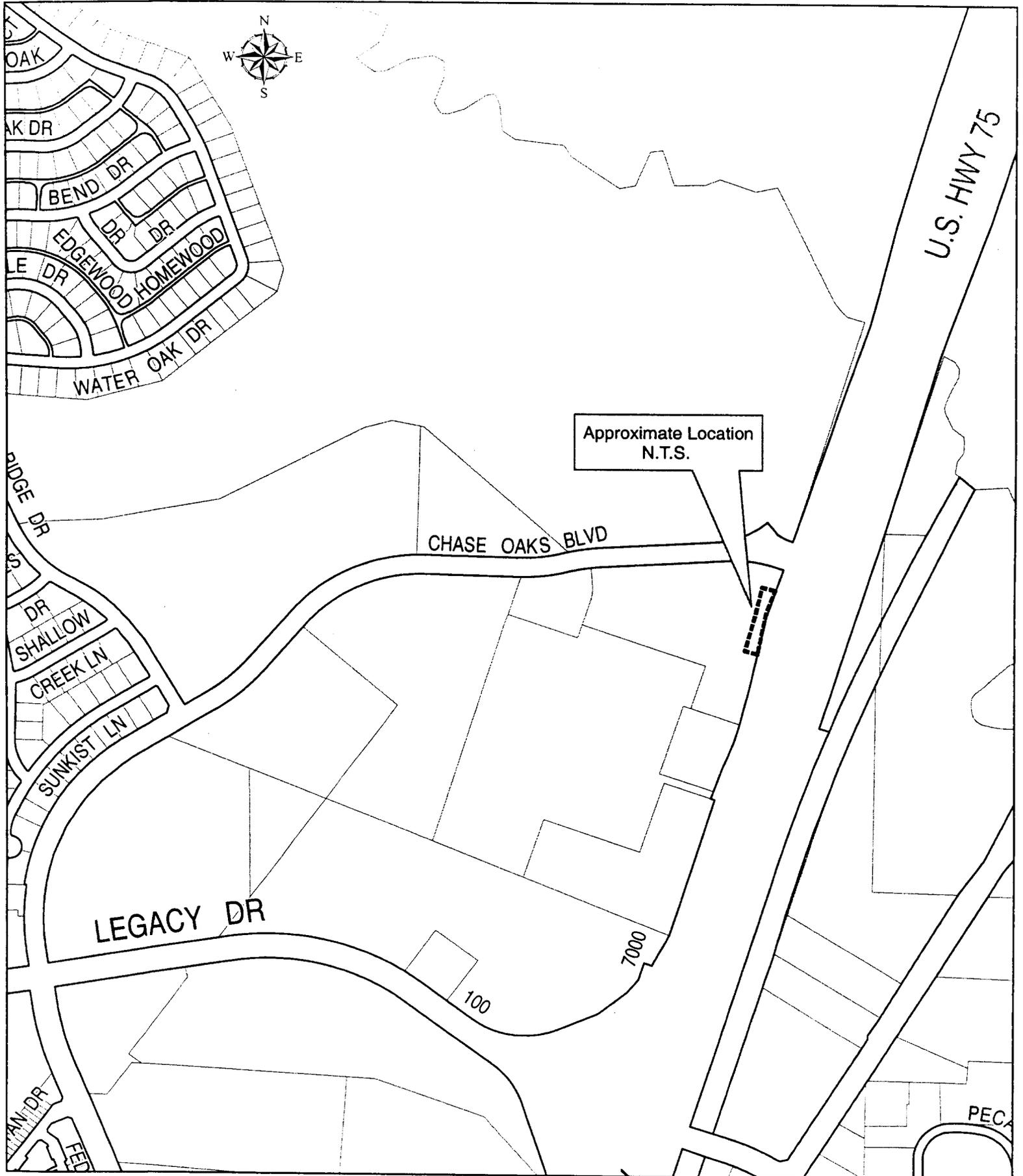
- The Right-of-Way consists of narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development code ordinances;
- The Right-of-Way consists of streets or alleys, owned in fee or used by easement;
- The Right-of-Way 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 Right-of-Way contains land that the City wants to have developed by an independent foundation;
- The Right-of-Way 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

0-11

RIGHT- OF - WAY DEDICATION



0-12

LOCATION MAP

03/01/06



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 3/16/06		Reviewed by Legal <i>JA</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Legal		Initials	Date
Department Head	Diane Wetherbee		Executive Director	
Dept Signature:		City Manager	<i>JA</i>	<i>3/16/06</i>
Agenda Coordinator (include phone #): Betsy Allen 7545				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING SECTION 11-144(a) OF ARTICLE IV PEDDLERS AND SOLICITORS OF CHAPTER 11, LICENSES AND BUSINESS REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF PLANO TO PROHIBIT THE DISTRIBUTION OF HANDBILLS IN THE PUBLIC RIGHT OF WAY WITHIN 1000 FEET OF DESIGNATED INTERSECTIONS IN THE CITY OF PLANO; PROVIDING A PENALTY CLAUSE, A SEVERABILITY CLAUSE, A REPEALING CLAUSE AND 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				
The City's current solicitation ordinance prohibits the solicitation for money, gifts or other things of value within 1000 feet of designated intersections within the City of Plano. This amendment includes a ban against the distribution of handbills in the public right of way within 1000 feet of designated intersections in the City of Plano.				
List of Supporting Documents: n/a		Other Departments, Boards, Commissions or Agencies		

P-1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING SECTION 11-144(a) OF ARTICLE IV PEDDLERS AND SOLICITORS OF CHAPTER 11, LICENSES AND BUSINESS REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF PLANO TO PROHIBIT THE DISTRIBUTION OF HANDBILLS IN THE PUBLIC RIGHT OF WAY WITHIN 1000 FEET OF DESIGNATED INTERSECTIONS IN THE CITY OF PLANO; PROVIDING A PENALTY CLAUSE, A SEVERABILITY CLAUSE, A REPEALING CLAUSE AND A PUBLICATION CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Plano has exclusive control over the public rights of way and regulates various solicitation and handbill distribution activities both on public and private property; and

WHEREAS, the safety of the public who use the rights of way is a compelling interest and of paramount importance in the regulation of the public rights of way; and

WHEREAS, those who solicit or distribute handbills in certain rights of way pose a serious risk and danger to themselves and users of the right of way, as well as impede the orderly flow of traffic; and

WHEREAS, on July 22, 2002, the City Council passed Ordinance No. 2002-7-13 which established certain intersections in the City of Plano where solicitation would be prohibited; and

WHEREAS, the City Council now finds and determines that the distribution of handbills in the public right of way within 1000 feet of these intersections is hazardous and should also be prohibited.

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

Section I. Section 11-144(a) of Article IV, Peddlers and Solicitors, of Chapter 11, Licenses and Business Regulations, of the Code of Ordinances of the City of Plano is hereby amended to read as follows:

“(a) It shall be unlawful for any person to solicit or to distribute handbills, at any time in the public rights of ways, with or without a permit, within one thousand (1000) feet of the following intersections:”

P-2

- (1) Midway Road at its intersection with:
 - a. Park Boulevard
 - b. Parker Road
 - c. Windhaven Parkway

- (2) Dallas Parkway at its intersection with:
 - a. Plano Parkway
 - b. Park Boulevard
 - c. Chapel Hill Boulevard
 - d. Parker Road
 - e. Windhaven Parkway
 - f. Spring Creek Parkway
 - g. Tennyson Parkway
 - h. Legacy Drive
 - i. Headquarters Drive
 - j. State Highway 121

- (3) Preston Road at its intersection with:
 - a. Plano Parkway
 - b. Park Boulevard
 - c. Parker Road
 - d. Spring Creek Parkway
 - e. Tennyson Parkway
 - f. Legacy Drive
 - g. Hedcoxe Road
 - h. Headquarters Drive
 - i. McDermott Road
 - j. State Highway 121

- (4) Coit Road at its intersection with:
 - a. Plano Parkway
 - b. 15th Street
 - c. Parker Road
 - d. Spring Creek Parkway
 - e. Legacy Drive
 - f. Hedcoxe Road
 - g. McDermott Road
 - h. State Highway 121

- (5) Independence Parkway at its intersection with:
 - a. North Service Road of State Highway 190
 - b. Plano Parkway
 - c. 15th Street
 - d. Park Boulevard
 - e. Parker Road
 - f. Spring Creek Parkway
 - g. Legacy Drive
 - h. Hedgcoxe Road
 - i. McDermott Road
 - j. State Highway 121

- (6) Custer Road at its intersection with:
 - a. North Service Road at State Highway 190
 - b. Plano Parkway
 - c. Park Boulevard
 - d. Parker Road
 - e. Spring Creek Parkway
 - f. Legacy Drive
 - g. Hedgcoxe Road
 - h. McDermott Road
 - i. State Highway 121
 - j. 15th Street

- (7) Alma Drive at its intersection with:
 - a. North Service Road of State Highway 190
 - b. Plano Parkway
 - c. 15th Street
 - d. Park Boulevard
 - e. Spring Creek Parkway
 - f. Legacy Drive
 - g. Hedgcoxe Road
 - h. Parker Road

- (8) U.S. Highway 75 at its intersection with:
 - a. North Service Road of State Highway 190
 - b. Plano Parkway
 - c. 15th Street
 - d. Park Boulevard
 - e. Parker Road
 - f. Spring Creek Parkway
 - g. Legacy Drive

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- (9) Avenue K at its intersection with:
 - a. North Service Road of State Highway 190
 - b. Parker Road
 - c. Spring Creek Parkway
 - d. Legacy Drive
 - e. Chaparral Road
 - f. Plano Parkway
 - g. Park Boulevard

- (10) Jupiter Road at its intersection with:
 - a. North Service Road of State Highway 190
 - b. Plano Parkway
 - c. Park Boulevard
 - d. Parker Road
 - e. Spring Creek Parkway
 - f. Los Rios Boulevard
 - g. Chaparral Road
 - h. 14th Street

- (11) Los Rios Boulevard at its intersection with:
 - a. Plano Parkway
 - b. FM 544 (14th Street)
 - c. Park Boulevard
 - d. Parker Road

Section II. 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(b) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

Section V. 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 ordinances at the time of passage of this ordinance.

Section VI. This ordinance shall become effective immediately upon its passage and publication as required 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

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	3/16/06		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Finance		Initials	Date	
Department Head	John R. McGrane		Executive Director		
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	3/16/06
Agenda Coordinator (include phone #): Donna White - x7479					
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					
PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE TO ESTABLISH AND DESIGNATE A CERTAIN AREA AS REINVESTMENT ZONE NO. 92 CONSISTING OF 23.828 ACRE TRACT OF LAND LOCATED AT 1000 COIT ROAD IN THE CITY OF PLANO, TEXAS, ESTABLISHING THE BOUNDARIES AT SUCH ZONE, ORDAINING OTHER MATTERS RELATING THERETO AND PROVIDING AN EFFECTIVE DATE.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2006-2007	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): GENERAL					
COMMENTS: The fiscal impact of this item is contingent upon the value of real property located in the reinvestment zone and the value of business personal property brought onto the property. Currently, the Business Personal Property is estimated to have an approximate taxable value of not less than \$15,000,000. The proposed Real Property is estimated to have an approximate taxable value of not less than \$38,000,000. The proposed Business Personal and Real Property tax abatement will begin January 1, 2007, and continue through the year of 2016, and will be equal to fifty (50%) percent for ten (10) years.					
SUMMARY OF ITEM					
This is related to Countrywide Home Loans, Inc., a New York Corporation request for Tax Abatement. This Ordinance creates the geographical zone on which Council will hold a Public Hearing earlier on the same Agenda and date. Notice of Public Hearing to be published March 3, 2006, prior to Public Hearing on this Council date of March 16, 2006.					
List of Supporting Documents: Ordinance and Public Hearing Notice			Other Departments, Boards, Commissions or Agencies Joint Committee on Tax Abatement, Collin County, and Collin County Community College District		

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INTEROFFICE MEMORANDUM

TO: Thomas H. Muehlenbeck
City Manager

DATE: March 6, 2006

FROM: John F. McGrane *JFM*
Director of Finance

CC: Barbara Newell, EAA
Di Zucco, ACS

SUBJECT: Tax Abatement for Countrywide Home Loans, Inc., Reinvestment Zone No. 92

The Tax Abatement Agreement with Countrywide Home Loans, Inc., a New York Corporation is for a period of ten (10) years at fifty percent (50%) of the Real Property and Business Personal Property.

Founded in 1969, Countrywide Financial Corporation is a leading provider of consumer and business-to-business financial services. Headquartered in Calabasas, California, Countrywide provides mortgage banking and loan closing services through its subsidiaries, Countrywide Home Loans and LandSafe, respectively. Other businesses in the Countrywide family include Banking, Capital Markets, Insurance and Global Operations. Countrywide has approximately 6,000 employees in Plano's Legacy business park. The mortgage lending company announced last December that it was purchasing three Richardson buildings totaling 500,000 SF and employ 2,500. The Texas Enterprise Fund provided \$20 million to entice Countrywide to bring 7,500 jobs to Texas during the next six years. This project's 1,900 jobs will represent a portion of Countrywide's commitment.

The fiscal impact of this item is contingent upon the value of real property located in the reinvestment zone and the value of business personal property brought onto the property. Currently, the Business Personal Property is estimated to have an approximate taxable value of not less than \$15,000,000.00 and the Real Property is estimated to have an approximate taxable value of not less than \$38,000,000.00. The company's location is located at 1000 Coit Road. The proposed Real Property and Business Personal Property tax abatement will begin January 1, 2007 and continue through the year 2016.

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NOTICE OF PUBLIC HEARING

The City Council of the City of Plano will hold a Public Hearing in the Council Chamber of the Municipal Building, 1520 Avenue K, at 7:00 p.m. on Thursday, March 16, 2006, to consider the creation of Reinvestment Zone No. 92 in accordance with V.T.C.A., Tax Code §312.201, as amended for the purpose of considering tax abatement. Said Reinvestment Zone No. 92 being located at 1000 Coit Road, in the City of Plano, and being a 23.828 acre tract of land situated in the Martha McBride Survey, Abstract No. 553, and being all of Lot IR, Block 1, Replat of DSC Communications Addition, an addition to the City of Plano, Texas, as recorded by plat in Cabinet P, Page 462 and 463, Plat Records, Collin County, Texas, and being a portion of that certain tract conveyed to said DSC Telecom, L.P., by Warranty Deed recorded in Volume 4999, Page 2564, Deed Records, Collin County, Texas, with said premises being more particularly described by metes and bounds on file in the Finance Department.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, DESIGNATING A CERTAIN AREA WITHIN THE CITY OF PLANO AS REINVESTMENT ZONE NO. 92 FOR A TAX ABATEMENT CONSISTING OF A 23.828 ACRE TRACT OF LAND LOCATED AT 1000 COIT ROAD, IN THE CITY OF PLANO, TEXAS; ESTABLISHING THE BOUNDARIES OF SUCH ZONE; ORDAINING OTHER MATTERS RELATING THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano, Texas (the "City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone for retail tax abatement, as authorized by V.T.C.A. Tax Code Chapter 312 (referred to as the "Property Redevelopment and Tax Abatement Act" or the "Act"); and

WHEREAS, a public hearing before the City Council was set for 7:00 p.m. on the 16th day of March, 2006, such date being at least seven (7) days after the date of publication of the notice of such public hearing; and

WHEREAS, the City held such public hearing after giving written notice of said hearing to all taxing units overlapping the territory inside the proposed reinvestment zone; and

WHEREAS, the City at such hearing invited any interested person or his representative to appear for or against the creation of the reinvestment zone, the boundaries of the proposed reinvestment zone, whether all or part of the territory described in the notice calling such public hearing should be included in such proposed reinvestment zone, and the concept of tax abatement; and

WHEREAS, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all matters relating to the creation of the reinvestment zone.

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

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Section I. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

Section II. Definitions. For the purposes of this Ordinance, the following terms and phrases shall have the following meanings ascribed to them:

- a) Improvements - Improvements shall include, for the purpose of establishing eligibility under the Act, any activity at the location, including, but not limited to, new construction.
- b) Taxable Real Property - Taxable real property shall be as defined in the Texas Property Tax Code and shall not include personal property as defined in said code, nor shall it include land.
- c) Taxable Tangible Personal Property - Shall be defined, for purposes of this Ordinance, as tangible personal property, such as office machines and office furnishings, but shall specifically exclude inventory or supplies.
- d) Base Year - The base year for determining increased value shall be the taxable real property value assessed the year in which the agreement is executed.

Section III. The City, after conducting the above-mentioned hearing and having heard such evidence and testimony, has made the following findings and determinations based on the testimony presented to it:

- a) That a public hearing on the adoption of the reinvestment zone has been properly called, held and conducted and that notices of such hearings have been published as required by law and mailed to all taxing units overlapping the territory inside the proposed reinvestment zone; and
- b) That the boundaries of the reinvestment zone should be the area as described in the metes and bounds description attached hereto as Exhibit "A"; and

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- c) That creation of the reinvestment zone for commercial/industrial tax abatement with boundaries as described in Exhibit "A" will result in benefits to the City and to the land included in the zone and the improvements sought are feasible and practical; and
- d) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in Section 312.202 of the Act in that it is "reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City"; and
- e) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in the City of Plano Revised Policy Statement for Tax Abatement.

Section IV. Pursuant to Section 312.201 of the Act, the City hereby creates a reinvestment zone for commercial/industrial tax abatement encompassing only the area described by metes and bounds in Exhibit "A" attached hereto and such reinvestment zone is hereby designated and shall hereafter be designated as Reinvestment Zone No. 92, City of Plano, Texas.

Section V. The zone shall be effective as of January 1, 2007.

Section VI. To be eligible for tax abatement a retail project shall:

- a) Be located wholly within the zone as established herein.
- b) Have a minimum expenditure on personal property improvements equal to or greater than **Fifteen Million and No/100 Dollars (\$15,000,000.00)** and have a minimum expenditure on real property improvements equal to or greater than **Thirty Eight Million and No/100 Dollars (\$38,000,000.00)**.
- c) Not include property that is owned or leased by a member of the City Council of the City of Plano or by a member of the Planning and Zoning Commission.

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- d) Conform to the requirements of the City's Zoning Ordinance and all other applicable laws and regulations.
- e) Have and maintain all land located within the designated zone, appraised at market value for tax purposes.

Section VII. Written tax abatement agreements with property owner(s) located within the zone shall provide the terms regarding duration of exemption and share of taxable real property (and personalty) value from taxation as approved hereunder as shown below:

- a) Duration of Exemption - ten (10) consecutive tax years beginning with and including the January 1, 2007 assessment date.
- b) Share of taxes abated - percentage of taxes on total value of appraised Personal Property and Improvements at the rate of: 50% for the years 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016.

Section VIII. Any written agreements authorized under this Ordinance must include provisions for:

- a) Listing the kind, number and location of all proposed improvements of the property;
- b) Access to and inspection of property by municipal employees to ensure that the improvements or repairs are made according to the specification and conditions of the agreements;
- c) Limiting the use of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect; and
- d) Recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement.

Section IX. If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof.

Section X. This Ordinance shall become effective from and after its date of passage.

DULY PASSED AND APPROVED this 16th day of March, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Remainder of page not used.

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EXHIBIT "A"
LEGAL DESCRIPTION
REINVESTMENT ZONE NO. 92
Real Property
Metes and Bounds

Real property in the County of Collin, State of Texas, described as follows:

Tract I:

Being a 23.828 acre tract of land situated in the Martha McBride Survey, Abstract No. 553, and being all of Lot 1R, Block 1, replat of DSC Communications Addition, an addition to the City of Plano, Texas, as recorded by plat in Cabinet P, Page 462 and 463, Plat Records, Collin County, Texas, and being a portion of that certain tract conveyed to said DSC Telecom, L.P., by Warranty Deed recorded in Volume 4999, Page 2564, Deed Records, Collin County, Texas, and being more particularly described as follows:

Beginning at a 5/8-inch iron rod found for corner at the intersection of the East line of Coit Road (130-foot right-of-way at this point) with the South line of Jomar Drive (60-foot right-of-way at this point);

Thence South 89° 05' 51" East, along said South line, a distance of 848.42 feet to a 1/2-inch iron rod found for corner;

Thence North 00° 20' 30" East, continuing along said line, a distance of 30.00 feet to a 5/8-inch iron rod set for corner (30-foot right-of-way at this point);

Thence South 89° 05' 51" East, continuing along said South line, a distance of 384.24 feet to a 60d nail set for corner in the West line of Woodburn corners (60-foot right-of-way at this point), said corner also being the Northwest corner of a 30-foot Utility and Street Easement as recorded in volume 1895, Pages 71-73, Deed Records, Collin County, Texas;

Thence South 00° 20' 30" West, departing said South line and along said West line, a distance of 589.17 feet to a 5/8-inch iron rod found for corner at the Southeast corner of the aforementioned Lot 1R;

Thence along the Southerly line of said Lot 1R the following:

North 46° 51; 43" West, a distance of 163.89 feet to a p.k. nail for corner;

South 45° 14' 41" West, a distance of 467.06 feet to a p.k. nail set for corner;

South $88^{\circ} 46' 03''$ West, a distance of 30.71 feet to a p.k. nail set for corner;

South $45^{\circ} 07' 16''$ West, a distance of 235.06 feet to a p.k. nail set for corner at the beginning of a curve to the right having a central angle of $42^{\circ} 52' 29''$, a radius of 100.00 feet, and a chord bearing and distance of South $68^{\circ} 35' 56''$ West, 73.10 feet;

Along said curve to the right an arc distance of 74.83 feet to a p.k. nail set for corner;

South $87^{\circ} 54' 18''$ West, a distance of 160.04 feet to a p.k. nail for corner;

South $50^{\circ} 15' 15''$ West, a distance of 83.15 feet to a p.k. nail set for corner at the beginning of a curve to the right having a central angle of $15^{\circ} 50' 08''$, a radius of 92.53 feet, and a chord bearing and distance of South $63^{\circ} 56' 07''$ West, 25.49 feet;

Along said curve to the right an arc distance of 25.57 feet to a p.k. nail for corner;

North $89^{\circ} 38' 28''$ West, a distance of 263.75 feet to a 5/8-inch iron rod set for corner in the aforementioned East line of Coit Road;

Thence North $00^{\circ} 06' 50''$ West, along said East line, a distance of 1057.1 feet to the POINT OF BEGINNING and containing 1,037,949 square feet or 23.828 acres of land, more or less.

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	3/16/06	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Finance		Initials	Date
Department Head	John F. McGrane	Executive Director		
Dept Signature:	<i>John F. McGrane</i>	City Manager	<i>[Signature]</i>	3/16/06
Agenda Coordinator (include phone #): Donna White - x7479				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, THE COUNTY OF COLLIN, TEXAS, THE COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, COUNTRYWIDE HOME LOANS, INC., A NEW YORK CORPORATION, AND PROVIDING FOR A BUSINESS PERSONAL PROPERTY AND REAL PROPERTY TAX ABATEMENT, LOCATED AT 1000 COIT ROAD, PLANO, TEXAS, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2006-2007	Prior Year (CIP Only)	Current Year	Future Years
				TOTALS
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S): GENERAL				
COMMENTS: The fiscal impact of this item is contingent upon the value of real property located in the reinvestment zone and the value of business personal property brought onto the property. Currently, the Business Personal Property is estimated to have an approximate taxable value of not less than \$15,000,000. The proposed Real Property is estimated to have an approximate taxable value of not less than \$38,000,000. The proposed Business Personal and Real Property tax abatement will begin January 1, 2007, and continue through the year of 2016, and will be equal to fifty (50%) percent for ten (10) years.				
SUMMARY OF ITEM				
A request by Countrywide Home Loans, Inc., a New York Corporation, for tax abatement. Office/warehouse building - Reinvestment Zone 92.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Resolution		Joint Committee on Tax Abatement, Collin County, and Collin County Community College District		
Tax Abatement Agreement				

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, THE COUNTY OF COLLIN, TEXAS, THE COLLIN COUNTY COMMUNITY COLLEGE DISTRICT AND COUNTRYWIDE HOME LOANS, INC. A NEW YORK CORPORATION, AND PROVIDING FOR A BUSINESS PERSONAL PROPERTY AND REAL PROPERTY TAX ABATEMENT, AND 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 Tax Abatement Agreement by and between the City of Plano, Texas, the County of Collin, the Collin County Community College District and Countrywide Home Loans, Inc., a New York Corporation, 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:

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.

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

DULY PASSED AND APPROVED this the 16th day of March, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The real property subject to this Agreement is described by metes and bounds in **EXHIBIT "A"** (the "Real Property") attached hereto and made a part hereof. At the time of this Agreement **COUNTRYWIDE HOME LOANS, INC.** is the **OWNER** of the Real Property. This Agreement shall be terminated should the Real Property not be occupied by **OWNER**, its successors, affiliates or permitted assigns.

2. The tangible personal property subject to this Agreement shall be personal property, excluding inventory and supplies, used within **Reinvestment Zone No. 92**, which shall be hereinafter referred to as the "Personalty." The Personalty shall have a taxable value, as determined by the Collin County Appraisal District, of not less than Fifteen Million and No/100 Dollars (\$15,000,000) on or before January 1, 2007, and is or will be owned by Owner or its affiliates or successors or permitted assigns. Owner shall timely render its personal property value each year to the Central Appraisal District. Personalty includes a capitalized lease that is subject to taxation. Owner, as owner of the Personalty, may not relocate, for Purposes of maintaining taxable situs of tangible personal property, the Personalty on the Real Property in other Reinvestment Zones in the City.

JOBS

3. Owner estimates the proposed development of the Real Property as shown in **EXHIBIT "B"** (the "Development") will result in approximately 250 full-time job equivalents at the Development in Plano when the new office building is completed. A full-time job equivalent is one or more job positions which when combined total 2080 hours annually.

IMPROVEMENTS

4. The Owner shall complete construction of improvements and/or repairs to the Real Property (hereinafter referred to as "Improvements") consisting primarily of a renovated office building of not less than 418,339 gross square feet to be completed on or before January 1, 2007. The date of completion of the Improvements shall be defined as the date a Certificate of Occupancy for the Improvements is issued by the City of Plano or the last Certificate of Occupancy if more than one is required. The Improvements shall have a taxable value, as determined by the Collin County Appraisal District, of not less than Thirty Eight Million and No/100 Dollars (\$38,000,000) on or before January 1, 2007, the effective date of this agreement.

5. The Owner shall have such additional time to complete the Improvements as may be required in the event of "force majeure" if:

(a) Owner is diligently and faithfully pursuing the completion of the Improvements; or

(b) In the reasonable opinion of the City, the Owner has made substantial progress toward completion of the initial phase of the Improvements.

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For this purpose, "force majeure" shall mean any contingency or cause beyond the reasonable control of Owner including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omissions of Owner), fire, shortages of material and/or labor, explosion or flood, and labor disturbances that directly affect the actions of Owner to complete the Improvements.

6. Owner covenants and agrees that all construction of the Improvements will be in accordance with all applicable federal, state and local laws and regulations or valid waiver thereof.

6.1. Owner and its affiliates, successors and permitted assigns shall from the date a Certificate of Occupancy is issued until the expiration or termination of this Agreement, operate and maintain the Real Property (or cause the same to be operated and maintained) for the following described purposes: Office building where Owner, its affiliates, successors or its permitted assigns will initially employ at least 250 full-time equivalent employees referred to herein as the "Purposes."

DEFAULT

7. Any of the following events shall be deemed a breach of this Agreement resulting in default:

- (a) The Improvements are not completed in accordance with this Agreement;
- (b) Owner allows its real or personal property taxes owed the City or Taxing Units on the Real Property, Improvements, or Personalty to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes ;
- (c) Owner or its affiliates or permitted assigns fail to occupy the Improvements for the Purposes set forth in paragraph 6.1 above on or before January 1, 2007 or such later date as permitted under paragraph 5 above;
- (d) The taxable value of the Personalty or the taxable value of the Improvements placed in Reinvestment Zone 92 as determined for ad valorem tax purposes on January 1, 2007, is less than the minimum amounts set forth in paragraphs 2 or 4 above, respectively;
- (e) For any period after the date specified in paragraph 7(d) above, the taxable value of the Personalty as determined for ad valorem tax purposes is less than the minimum amount set forth in paragraph 2 above as the result of the Owner filing a protest of the value or causing or allowing the removal of any Personalty from Reinvestment Zone 92;
- (f) Owner or its affiliates or permitted assigns fail to employ the number of employees as provided in paragraph 3 above; or
- (g) Owner files a false Certificate of Compliance or fails to provide annual certification as required in paragraph 10 below.

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8. In the event that the Owner defaults under this Agreement then the City or Taxing Units shall give the Owner written notice of default(s) and if the Owner has not cured default(s), or obtained a waiver from the appropriate authority, within thirty (30) days of written notice, this Agreement may be terminated by the City and Taxing Units. In the event of default under paragraphs 7(a), (c), (d), (e), (f), or (g) above, all taxes due after the date of termination of this Agreement shall be paid in full without the benefit of any abatement. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine.

9. Upon a default under Paragraph 7(b) above and after City and Taxing Units provide proper notice and opportunity to cure the default, this Agreement shall immediately terminate and all taxes, including previously abated taxes which would have been paid to the City and Taxing Units without the benefit of this Agreement, shall become due and owing to the City and Taxing Units, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07.

ANNUAL CERTIFICATION

10. On or before the 1st day of November of each calendar year during the term of this Agreement, the Owner must provide annual certification (substantially in the form attached as **EXHIBIT "C"** hereto) to the Governing Body of the City certifying compliance with each applicable term of the Agreement. For any year of this Agreement that the taxable value of the Personalty as determined for ad valorem tax purposes is less than the amount specified in paragraph 2 above, the Owner must certify that the taxable value of the Personalty as determined for ad valorem tax purposes for that year is not less than the amount specified in paragraph 2 above as the result of Owner's filing a protest of the value or causing or allowing the removal of any Personalty from Reinvestment Zone 92.

ASSIGNMENT

11. The City Manager, on behalf of the City of Plano, and the Taxing Units shall consent to the Owner assigning its rights under this Agreement to a successor, parent, subsidiary, or affiliate so long as the parent, subsidiary or affiliate assumes all obligations of Owner, and is bound to the same extent as Owner. In all other instances this Agreement shall not be assigned without the express written consent of the governing body of City and the Taxing Units.

ABATEMENT PROVISIONS

12. Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the City and Taxing Units, a portion of ad valorem real and personal property taxes from the Improvements and Personalty otherwise owed to the City and taxing Units shall be abated as follows:

(a) The tax abatements as to the Improvements and Personalty, as provided for herein, shall be for a period of ten (10) tax years, from January 1, 2007 through December 31, 2016.

(b) In accordance with all applicable federal, state, and local laws and regulations, the abatement shall be based on amounts equal to fifty percent (50%) of the value of the Improvements and fifty percent (50%) of the Personalty for each tax year from January 1, 2007, through December 31, 2016.

NOTICE

13. Notices required to be given to any party to this Agreement shall be given personally or by registered or certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below, and, if given by mail, shall be deemed delivered as of third business day after the date deposited in the United States mail:

For City by notice to:

City of Plano
Attention: Mr. Thomas H. Muehlenbeck
City Manager
P.O. Box 860358
Plano, Texas 75086-0358

For Taxing Units by notice to:

County of Collin, Texas
Attention: The Honorable Ron Harris
County Judge
Collin County Commissioners Court
210 S. McDonald, Ste. 626
McKinney, Texas 75069

Collin County Community College District
Attention: Dr. Cary A. Israel
President of Board of Trustees
4800 Preston Park Blvd.
Plano, Texas 75093

For Owner by notice to:

Countrywide Home Loans, Inc.
Attn: Corporate Real Estate/Patrick Benton
4500 Park Granada
Calabasas, CA 91302
Attention: Patrick Benton

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with a copy to:

Countrywide Home Loans, Inc.,
Attn: Legal Department/Real Estate
Mail Stop AC-11
5220 Las Virgenes Road
Calabasas, CA 91302.

Any party may change the address to which notices are to be sent by giving the other parties written notice in the manner provided in this paragraph.

MISCELLANEOUS PROVISIONS

14. The Owner further agree that the City and Taxing Units, their agents and employees, shall have reasonable right (upon reasonable prior notice to Owner) to access the Real Property to inspect the Improvements and Personalty in order to insure that the construction of the Improvements and locations of the Personalty are in accordance with this Agreement and all applicable federal, state, and local laws and regulations. After completion of the Improvements, City and Taxing Units shall have the continuing right (upon reasonable prior notice to Owner) to inspect the Improvements and Personalty (during reasonable business hours) to insure that they are thereafter maintained, operated and occupied in accordance with this Agreement. All access allowed herein is strictly conditioned upon and subject to at all times Owner's right to accompany such access and such access shall be in compliance with Owner's standard security and privacy policies and procedures.

15. It is understood and agreed between the parties that the Owner, in performing their obligations hereunder, are acting independently, and the City and Taxing Units assume no responsibilities or liabilities in connection therewith to third parties and Owner agree to indemnify and hold harmless City and Taxing Units from any and all claims, suits, and causes of actions, including attorneys' fees, of any nature whatsoever arising out of Owner's default of their obligations hereunder.

16. The City and the Taxing Units each represent and warrant that the Improvements and Personalty do not include any property that is owned by a member of their respective councils or boards, agencies, commissions, or other governmental bodies approving, or having responsibility for the approval of this Agreement.

17. This Agreement was authorized by Resolution of the City Council at its Council meeting on the 16th day of March, 2006, authorizing the City Manager to execute the Agreement on behalf of the City.

18. This Agreement was authorized by the minutes of the Commissioners Court of Collin County, Texas, at its meeting on the _____ day of _____ 2006, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Collin County.

19. This Agreement was authorized by the Board Minutes of the Board of Trustees of Collin County Community College District at its Board Meeting on the _____ day of _____, 2006, whereupon it was duly determined that the Chairman would execute the Agreement on behalf of Collin County Community College District.

20. This Agreement was entered into by Owner pursuant to authority granted by its Board of Directors whereby an authorized representative of the Owner was authorized to execute this Agreement on behalf of Owner.

21. This instrument shall constitute a valid and binding agreement between the City and the Owner, when executed in accordance herewith, regardless of whether any other **TAXING UNIT** executes this Agreement. This instrument shall constitute a valid and binding agreement between such **TAXING UNITS** and the Owner when executed on behalf of said parties, for the abatement of such **TAXING UNIT's** taxes in accordance therewith.

22. Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term or provision, to persons or circumstances other than those in respect of which it is invalid or unenforceable) except those terms or provisions, which are made subject to or conditioned upon such invalid or unenforceable term or provision, shall not be affected thereby, and each other term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23. This Agreement is performable in Collin County, Texas.

Signed this 16th day of March, 2006.

ATTEST:

CITY OF PLANO, TEXAS, a home rule municipal corporation

Elaine Bealke, CITY SECRETARY

Thomas H. Muehlenbeck, CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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ATTEST:

COMMISSIONERS COURT OF COLLIN
COUNTY

COUNTY JUDGE

ATTEST:

COLLIN COUNTY COMMUNITY
COLLEGE DISTRICT

CHAIRMAN

ATTEST:

OWNERS:

**COUNTRYWIDE HOME LOANS, INC.,
a New York Corporation**

By: _____

Name: Patrick Benton

**Title: Managing Director, Corporate
Administration and Real Estate**

EXHIBIT "A"
LEGAL DESCRIPTION
REINVESTMENT ZONE NO. 92
Real Property
Metes and Bounds

Real property in the County of Collin, State of Texas, described as follows:

Tract I:

Being a 23.828 acre tract of land situated in the Martha McBride Survey, Abstract No. 553, and being all of Lot 1R, Block 1, replat of DSC Communications Addition, an addition to the City of Plano, Texas, as recorded by plat in Cabinet P, Page 462 and 463, Plat Records, Collin County, Texas, and being a portion of that certain tract conveyed to said DSC Telecom, L.P., by Warranty Deed recorded in Volume 4999, Page 2564, Deed Records, Collin County, Texas, and being more particularly described as follows:

Beginning at a 5/8-inch iron rod found for corner at the intersection of the East line of Coit Road (130-foot right-of-way at this point) with the South line of Jomar Drive (60-foot right-of-way at this point);

Thence South $89^{\circ} 05' 51''$ East, along said South line, a distance of 848.42 feet to a 1/2-inch iron rod found for corner;

Thence North $00^{\circ} 20' 30''$ East, continuing along said line, a distance of 30.00 feet to a 5/8-inch iron rod set for corner (30-foot right-of-way at this point);

Thence South $89^{\circ} 05' 51''$ East, continuing along said South line, a distance of 384.24 feet to a 60d nail set for corner in the West line of Woodburn corners (60-foot right-of-way at this point), said corner also being the Northwest corner of a 30-foot Utility and Street Easement as recorded in volume 1895, Pages 71-73, Deed Records, Collin County, Texas;

Thence South $00^{\circ} 20' 30''$ West, departing said South line and along said West line, a distance of 589.17 feet to a 5/8-inch iron rod found for corner at the Southeast corner of the aforementioned Lot 1R;

Thence along the Southerly line of said Lot 1R the following:

North $46^{\circ} 51' 43''$ West, a distance of 163.89 feet to a p.k. nail for corner;

South $45^{\circ} 14' 41''$ West, a distance of 467.06 feet to a p.k. nail set for corner;

South $88^{\circ} 46' 03''$ West, a distance of 30.71 feet to a p.k. nail set for corner;

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South $45^{\circ} 07' 16''$ West, a distance of 235.06 feet to a p.k. nail set for corner at the beginning of a curve to the right having a central angle of $42^{\circ} 52' 29''$, a radius of 100.00 feet, and a chord bearing and distance of South $68^{\circ} 35' 56''$ West, 73.10 feet;

Along said curve to the right an arc distance of 74.83 feet to a p.k. nail set for corner;

South $87^{\circ} 54' 18''$ West, a distance of 160.04 feet to a p.k. nail for corner;

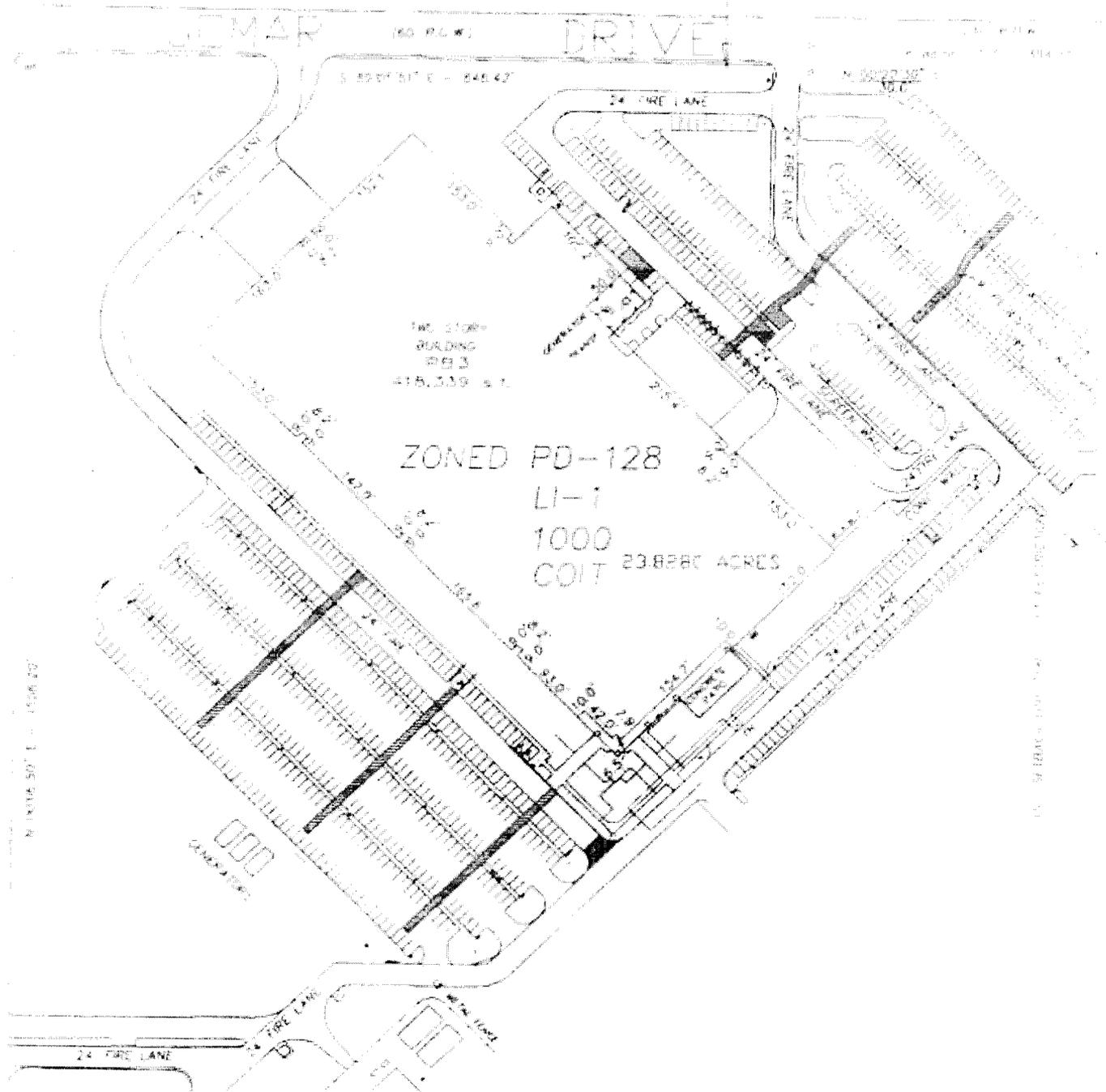
South $50^{\circ} 15' 15''$ West, a distance of 83.15 feet to a p.k. nail set for corner at the beginning of a curve to the right having a central angle of $15^{\circ} 50' 08''$, a radius of 92.53 feet, and a chord bearing and distance of South $63^{\circ} 56' 07''$ West, 25.49 feet;

Along said curve to the right an arc distance of 25.57 feet to a p.k. nail for corner;

North $89^{\circ} 38' 28''$ West, a distance of 263.75 feet to a 5/8-inch iron rod set for corner in the aforementioned East line of Coit Road;

Thence North $00^{\circ} 06' 50''$ West, along said East line, a distance of 1057.1 feet to the POINT OF BEGINNING and containing 1,037,949 square feet or 23.828 acres of land, more or less.

EXHIBIT "B"
THE DEVELOPMENT
REINVESTMENT ZONE NO. 92



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EXHIBIT "C"
CERTIFICATE OF COMPLIANCE
REINVESTMENT ZONE NO. 92

This letter certifies that COUNTRYWIDE HOME LOANS, INC. is in compliance with each applicable term as set forth in the Agreement to Resolution No. _____(R) as of November 1, _____. The term of this Agreement is January 1, 2007 through December 31, 2016. If the taxable value of the Personalty as determined for ad valorem tax purposes for the current year is less than the amount specified in paragraph 2 of the Agreement, this letter further certifies that the taxable value of the Personalty as determined for ad valorem tax purposes is not less than the amount specified in paragraph 2 of the Agreement as the result of Owner's **filing a protest of the values or** causing or allowing the removal of any Personalty from Reinvestment Zone 92. This form is due on November 1 of each year this tax abatement is in force.

ATTEST:

OWNERS:

**COUNTRYWIDE HOME LOANS, INC.,
a New York Corporation**

By: _____
Name: Patrick Benton
**Title: Managing Director, Corporate
Administration and Real Estate**

Date

NOTE:

This Certificate of Compliance should be mailed to:

City of Plano
Finance Department
P.O. Box 860358
Plano, Texas 75086-0358

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