

## PLANO CITY COUNCIL

**WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M., MARCH 27, 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. Dart Report	Pope	5 min.
III. Mobility Report Discussion and Direction re Intersections – Legacy/ Preston, Plano Parkway/Preston, Springcreek/Coit	Neal	5 min.
IV. Discussion and Direction re Urban Centers Study	Kissick/ Tovell	15 min.
V. Discussion Regarding the Financial Forecast	Rhodes	10 min.
VI. FEMA Reimbursement Funding Report	Glasscock	5 min.
VII. Comprehensive Monthly Financial Report	McGrane	10 min.
VIII. Discussion and Direction re Offsite Temporary Signs on Resident's Property	Council	10 min.
IX Council items for discussion/action on future agendas	Council	5 min.

- |     |                                                                                                                    |         |        |
|-----|--------------------------------------------------------------------------------------------------------------------|---------|--------|
| X.  | Consent and Regular Agenda                                                                                         | Council | 5 min. |
| XI. | 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 27, 2006

CALL TO ORDER: 7:00 p.m.

INVOCATION: Rev. David Batchelder  
West Plano Presbyterian Church

PLEDGE OF ALLEGIANCE: Girl Scout Troop 852

ITEM NO.	EXPLANATION	ACTION TAKEN
<p>*</p> <p>*</p>	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p><b>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</b></p> <p><b><u>PROCLAMATIONS AND SPECIAL RECOGNITION</u></b></p> <p>Special Recognition: Plano West Lady Wolves Basketball Team – State 5A Championship</p> <p>Proclamation: National Library Week - 2006</p> <p>Presentation: Texas Municipal Library Directors Association 2005 Achievement of Excellence in Libraries Award</p> <p>Proclamation: Keep Plano Beautiful – Great American Cleanup</p> <p>Proclamation: Outdoor Air Quality Awareness Month</p> <p>Presentation: Building Inspections Department – Building Officials Association of Texas Award of Excellence</p> <p>Presentation: Bill McGovern – UTA Construction Research Center Building Inspector of the Year Award</p> <p>Presentation: Mamie Free – ICC North Texas Chapter Building Department Employee of the Year Award</p> <p><b><u>OATHS OF OFFICE</u></b></p> <p><u>Keep Plano Beautiful Commission</u> Kent Baker</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
*	<p><b><u>GENERAL DISCUSSION</u></b></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>Receive City Attorney's response to comments of public interest made at a previous Council meeting.</p>	
*	<p><b><u>BOARD/COMMISSION REPORTS</u></b></p>	
	<p>Public Art Committee, Michael Coleman, Chair</p>	
	<p><b>CONSENT AGENDA</b></p>	
	<p><b><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial.</u></b></p>	
	<p><b><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></b></p>	
(a)	<p><b><u>Approval of Minutes</u></b></p>	
	<p>March 16, 2006</p>	
	<p><b><u>Approval of Expenditures</u></b></p>	
	<p><b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b></p>	
(b)	<p><b>Bid No. 2006-91-B</b> for the 2005 Street Light Project to J &amp; J Hardscape, Inc. in the amount of \$233,725. This project involves the construction and installation of underground infrastructure and street light bases on the following thoroughfares: Parkwood Boulevard (Plano Parkway to Windhaven Parkway), Windhaven Parkway (Red Wolf Drive to Dallas North Toll Road), Ventura Drive (Park Boulevard to Preston Road) and Chapel Hill Boulevard (Dallas North Toll Road to Parkwood Boulevard).</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(c)	<p><b>Bid No. 2006-24-B</b> for the purchase of W.O. Haggard Library Furniture Part 3 – Project No. 5216 Schedule 1: <i>A Sign of Quality</i> – Library Signs in the amount of \$2,924, Schedule 2: <i>Contracta Office Furnishings</i> – Reading Tables and Lounge Seating in the amount of \$60,132, and Schedule 3: <i>Cultural Surroundings</i>- End Panels in the amount of \$73,824.</p>	
(d)	<p><b>Bid No. 2006-92-B</b> for Alley Reconstruction – Los Rios project to Jim Bowman Construction Company, L.P. in the amount of \$161,431. The project consists of construction of three alleys in East Plano: east of R Avenue and extending 450’ north of 14<sup>th</sup> Street, west of R Avenue north from 17<sup>th</sup> Street to 18<sup>th</sup> Street and west of Hondo Drive in the Los Rios Area.</p>	
(e)	<p><b>Bid No. 2006-81-B</b> Fire Stations No. 5 &amp; 6 Generator Replacement to Kennedy Electric in the amount of \$73,070.</p>	
(f)	<p><b>RFP No. C182-05</b> to Target Safety in the amount of \$52,500 to provide on-line training for City employees and to provide ability for departments to analyze accidents.</p>	
	<p><b>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).</b></p>	
(g)	<p>To authorize the purchase of Reading Chairs in the amount of \$35,000 from Lowenstein, Inc. a TXMAS contract through a Local Representative – Focus Plus to cover the cost of chairs amounting to \$34,502 plus any contingency charges that may arise, and authorizing the City Manager to execute all necessary documents. (TXMAS-4-7110120)</p>	
(h)	<p>To authorize the purchase of Annual License Renewal and Upgrade Protection for Altiris Client Management Software in the amount of \$26,573 (2000 license renewals at \$13,520, 15 helpdesk license renewals at \$3,803 and the annual premium support at \$9,250) from Dell Inc., through Department of Information Resources (DIR) contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-192)</p>	
(i)	<p>To authorize the purchase of Neate Suite Software Maintenance in the amount of \$31,183 from SHI Government Solutions through a CISV contract, and authorizing the City Manager to execute all necessary documents. VID# 1-22-369-5478-500</p> <p><b>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</b></p>	
(j)	<p>To approve the terms and conditions of an agreement between the City of Plano, Texas and David Newton, a qualified professional artist, for the design of artwork for the Veterans’ Memorial at Memorial Park; authorizing the City Manager to execute such agreement with Mr. Newton; and providing an effective date.</p>	
(k)	<p>To approve and authorize a contract with Jones &amp; Boyd, Inc. to provide Landscape Architectural Services to prepare construction documents for the Plano Transit Village Veloweb in an amount not to exceed \$203,000, and authorizing the City Manager to execute any and all documents necessary to effectuate the contract. (RFP No. B012-04. Project No. 5435)</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>Adoption of Resolutions</u></b></p> <p>(l) To approve the terms and conditions of a Second Modification to a Wrecker Service Contract by and between the City of Plano, Texas and Signature Towing, Inc.; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(m) To approve the renewal of an agreement between Oracle USA., Inc., a sole source vendor formerly known as PeopleSoft, Inc. and the City of Plano, for the maintenance and support of PeopleSoft Enterprise Software; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(n) To approve the sole source purchase of forty-one (41) Predator Mobile Computers from Digital Computer Integration Corporation in the amount of \$305,770; authorizing the City Manager to take such action as is necessary to effectuate the purchase; and providing an effective date.</p> <p>(o) To approve the release of that certain temporary easement for construction for Spring Creek Parkway, as recorded in Clerk’s No. 94-0025405; authorizing the City Manager to execute such documents releasing the easement; and providing an effective date.</p> <p>(p) To approve and authorize refunds of property tax overpayments; and providing an effective date.</p> <p><b><u>Adoption of Ordinances</u></b></p> <p>(q) To provide for partial exemption of certain heritage resources located in the City of Plano, Texas, from the current year ad valorem taxation in the amount of \$28,012; providing a severability clause and an effective date.</p> <p>(r) To amend Section 12-102(e) of Article V, Stopping, Standing, and Parking of Chapter 12, Motor Vehicles and Traffic of the Plano Code of Ordinances to extend the No Stopping, Standing, or Parking prohibition along the north and south sides of Maumelle Drive from 150 feet east of Spokane Place to 200 feet east of Garfield Drive between the hours of 8:00 a.m. to 8:45 a.m. and 3:15 p.m. to 4:00 p.m. on school days; declaring the parking of motor vehicles in said section of Maumelle Drive within the defined time limits as unlawful and a misdemeanor; and providing a severability clause, a penalty clause, and an effective date.</p> <p>(s) To amend Section 12-101 of Article V Stopping, Standing, and Parking of Chapter 12 Motor Vehicles and Traffic of the Code of Ordinances of the City of Plano to delete the Subsection entitled 17th Street, along the north side from its intersection with P Avenue to its intersection with the alley west of R Avenue; providing a repealer clause, severability clause, savings clause, and an effective date.</p> <p><b><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></b></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 21, 2006

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

Honorable Mayor and City Council:

We will begin our meeting Monday evening with legal advice from the City Attorney.

The Preliminary Open Meeting agenda consists of the DART Report, Mobility Report and discussion and direction regarding the Urban Centers Study. Karen Rhodes will present the financial forecast and Bruce Glasscock will discuss FEMA reimbursement funding. John McGrane will present the Comprehensive Monthly Financial Report and you have a discussion regarding offsite temporary signs on resident's property.

I look forward to seeing you Monday evening.

Sincerely yours,

Thomas H. Muehlenbeck  
City Manager

Preliminary Open Meeting Item II.

DART Report  
Robert Pope

*fom 1/6*

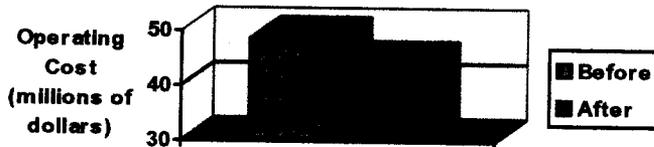


## Transportation Mobility / Safety Report

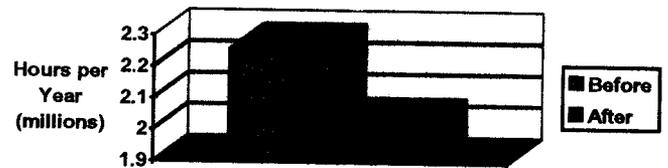
February 2006

- Traffic Signals:
  - ✓ Retimed traffic signals in the central portion of the city resulting in \$4.3 million in economic benefit.

Total Zone-1 Annual Vehicle Operating Cost



Total Zone-1 Vehicle Delay



- ✓ Working with Public Works to resolve malfunctioning signal operation problem. The problem causes some traffic signals to enter flash mode at random times.

### New Signal Construction/Design:

- Developing As-Built drawings for 200 signalized intersections (5% completed)
- Design traffic signal at Custer and Ridgeview (100% completed)
- Design traffic signal at Spring Creek and Parkwood (35% completed)
- Construct traffic signal at Plano Parkway @ Parkwood Boulevard (turned on mid-Feb)

- Traffic Safety:

- ✓ Installed No Trucks sign on La Paz north of 14<sup>th</sup> Street
- ✓ Parkwood @ Democracy – Removed sight visibility obstructions at intersection
- ✓ Rice Field Development - Reviewed plans and noted needed road modifications
- ✓ Produced Annual (2005) Traffic Volume Map
- ✓ Produced Traffic Collision charts for 2005
- ✓ Produced Top 20 Crash Location list for 2005
- Working with Police Department on their new Crash Report Form (10% completed)
- Analyzing employee commute patterns (35% completed)
- Residents request revisions to proposed "Resident Parking Only" plan for Haggard Park neighborhood (Parking restriction ordinance being processed)
- 2006 HAL/HARS program (50% completed)
- Revising Sections 12.72 & 12.73 of the Code of Ordinances (school zones)

- Safe Streets Program (SSP)

- ✓ Public Works installed temporary devices on Lexington Drive and Mission Ridge (North of Spring Creek).
- ✓ Permanent Plan for Cumberland Trail mailed in February with responses due in March.
- ✓ Permanent Plan for Seabrook Drive mailed in February with responses due in March.
- ✓ Temporary devices installed on Rainier Road (South of Spring Creek), Sailmaker Lane, and Country Place Drive.
- ✓ Old Pond Drive - A successful petition was received. Heavy enforcement begins in April.
- Temporary Plan for Blue Ridge Trail – Resident responses due 2/24/06. Results being compiled

*Tom Hilde*

- Permanent Plan for Cross Bend Road (Coit to Tumbri) - **To be mailed March 2006.**
- Russell Creek Drive – Public meeting on Permanent Plan held 1/17/06. **Permanent Plan to be mailed March 2006**
- Travis Drive - **Permanent Plan to be mailed March 2006**

**Participating Neighborhoods**

- Winding Hollow Lane (new participating neighborhood)
- Hawkhurst Drive (Permanent Plan devices ordered)
- Ranier Road north of Spring Creek Parkway (Permanent devices installed 12/05)
- Russell Creek Drive (Temporary devices installed in 5/05 – Permanent Plan to be mailed 3/06)
- Seabrook (**Permanent Plan response due 3/06**)
- Cumberland Trail (**Permanent Plan response due 3/06**)
- Crossbend from Tumbri Lane to Coit (Permanent Plan to be mailed 3/06)
- Sailmaker Drive (Temporary *substitution* devices installed 12/05)
- Travis Drive (**Permanent Plan to be mailed 3/06**)
- Ranier Road south of Spring Creek Parkway (Temporary devices installed 12/05)
- Lexington Drive (**Temporary Devices installed 2/06**)
- Country Place Drive north of Park Boulevard (Temporary devices installed 12/05)
- Mission Ridge North of Spring Creek (**Temporary Devices installed 2/06**)
- Peachtree Lane (Work Order sent to Public Works for installation of temporary devices)
- Silverstone Drive (Work Order sent to Public Works for installation of temporary devices)
- Parkhaven Drive (**Temporary Plan Devices installed**)
- Blue Ridge Trail north of Spring Creek (**Temporary Plan response due 2/06**)
- Mission Ridge from Parker to Matterhorn (Work order sent to Pubic Works to install Temporary Plan)
- Royal Oaks Drive (Temporary Plan being developed)
- Kimble Drive (Petition forms sent to neighborhood sponsor 10/05. None returned)
- Old Pond Drive (**Heavy enforcement begins 4/06**)

- Long Range Planning:

- ✓ **Attended ITE web seminar on U.S. Access Board draft policies for public right-of-way**
- ✓ **Attended ITE web seminar on traffic impact analysis**
- Revise Plano Thoroughfare Standards (Graphics work 50% complete)
- Attended monthly DRMC, RTC, TAC, STTC, and ITE meetings

*ADM 11/6*

## MEMORANDUM

March 20, 2006

TO: Frank Turner, Executive Director  
FROM: Kate Tovell, Senior Planner  
SUBJ: URBAN CENTERS STUDY

As you know, the Transition and Revitalization Commission (TRC) has completed a draft of the Urban Centers Phase I report. This study considers the role of urban centers in the City of Plano and will be followed by a further analysis of three potential sites in Phase II. It is my understanding that this item will be considered by the City Council during their March 27, 2006 pre-meeting.

Attached please find a cover sheet, executive summary from the Transition and Revitalization Commission, text for the report, and an appendix with pictures illustrating some of the concepts discussed in the report.

Members of the Transition and Revitalization Commission have been informed about the meeting so that, as schedules permit, they will attend. Following this meeting the TRC will review comments from both the Planning and Zoning Commission and the City Council as they prepare the final report.

Please feel free to contact me with any questions.

KT/eh

xc: Phyllis Jarrell, Director of Planning  
Jeff Zimmerman, Long Range Planning Manager

*Amika*

CITY OF PLANO

CITY COUNCIL

Pre-meeting – March 27, 2006

Discussion and Direction: Urban Centers Study

Applicant: City of Plano

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**DESCRIPTION:**

Discussion and direction on the Urban Centers Study.

**REMARKS:**

The Transition and Revitalization Commission (TRC) has completed a draft of the Urban Centers Phase I report. This study considers the role of urban centers in the City of Plano and will be followed by a further analysis of three potential sites in Phase II. Please find an Executive Summary from the Transition and Revitalization Commission, the text for the report and an appendix with pictures illustrating some of the concepts discussed in the report attached.

**RECOMMENDATION:**

The Transition and Revitalization Commission seeks input from the City Council on this report before proceeding with Phase II (consideration of the three sites identified in Phase I). TRC also presented this document to the Planning and Zoning Commission on February 22, 2006.



**CITY OF PLANO**  
**URBAN CENTERS STUDY – PHASE I**  
(Submitted February 2006)  
**PLANO TRANSITION AND REVITALIZATION**  
**COMMISSION**

Russ Kissick, Chair

Pat Miner, Vice Chair

Stan Adler

Robert G. Masengill

Larry May

Craig N. Perry

Matt Shaheen

Tino Trujillo

*C*

CITY OF PLANO  
URBAN CENTERS STUDY  
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*d*

## **EXECUTIVE SUMMARY**

**DATE:** February 9, 2006

**TO:** Honorable Mayor and City Council  
Planning and Zoning Commission

**FROM:** Russ Kissick, Chair. Transition and Revitalization  
Commission

**SUBJECT:** Urban Centers Study, Phase I – Executive Summary

On behalf of the Transition and Revitalization Commission, it is my privilege to provide you with a copy of our report, Urban Centers Study, Phase I. It is intended to inform you of our findings to date while we initiate Phase II. We expect to submit a final report in May combining both phases of our study.

For nearly a year, the commission has been working to fulfill the expectations of the City Council by evaluating the role that urban centers could play in Plano's future. As you know, Plano is at an important juncture where it is transitioning from a growing "child" to a mature "adult" with a complexity of challenges and opportunities. As Plano's "newness" wears off, it must carefully use its resources to create a community that appeals to a wide range of interests and lifestyles, while maintaining the qualities that have made it a successful city. At this point in our study, we feel that properly located and designed urban centers can be a major asset in Plano's long term success as a community.

An urban center is a form of development that aims to integrate the components of modern life — housing, workplace, shopping and recreation into compact, pedestrian-friendly, mixed-use neighborhoods. Plano has two outstanding urban center examples – Downtown Plano and Legacy Town Center. As part of our effort to understand urban center development, we have visited these and several other urban centers in the Dallas area. We have also done an extensive review of literature to educate ourselves about this subject matter and to define the components of urban centers that would best fit the needs of Plano.

The main elements of this report are:

- ◇ A general overview of urban centers and the benefits that they bring to a community;
- ◇ An explanation of how urban centers can be blended into the existing development structure of Plano;
- ◇ Descriptions of the key characteristics of urban centers;

- ◇ A review of the key design elements that create successful urban centers; and
- ◇ Descriptions of site attributes that should be considered when selecting locations for urban centers.

Early in the process, we realized that urban center development can be an effective tool for enhancing Plano's overall quality of life. The active, vibrant environments created by urban centers can become major focal points and gathering places which strengthen the sense of "place" and attachment that we have with the community. It also became apparent that urban center development is not the land use solution for all vacant or underutilized properties. By applying the key characteristics and site attributes mentioned above, we have identified three sites for further consideration as future urban center locations – the Preston Road/Park Boulevard Intersection, the Collin Creek Corridor, and Parker Road DART Station area. Phase II of our study will include additional analyses of these three sites and implementation strategies.

My fellow TRC members and I look forward to presenting Phase I of our study to you in the next few weeks and receiving your input.

## PHASE I

### About the Study

Through the years Plano has experienced many changes. The city grew from a small farming community of just over 2,000 people into a bedroom suburb in the 70's and 80's and then more recently into a full fledged economic center with more than 100,000 jobs. Cities are not static entities; they evolve over time and, as Plano matures, it too will continue to develop and change. The way Plano chooses to manage that change will be a key determinant in shaping the city's future.

Strategies that fortify the city, and that engender a livable city, will help Plano remain a desirable, sustainable and financially viable community. In response to demographic shifts and changes in development patterns, the Plano City Council asked the Transition and Revitalization Commission (TRC) to study urban centers and the role they may play in Plano's future. The impetus for this study is two fold. First, Plano has two successful, existing urban centers (Legacy Town Center and Downtown Plano); experience with these centers suggests that these compact, pedestrian friendly environments are in demand and therefore opportunities for additional development in this format may arise. Second, because of Plano's predominantly suburban development pattern, urban centers may not be appropriate in many locations within the city; it is therefore especially important to define the community vision and goals for them.

Phase I of the study describes the future role of urban centers in the city of Plano, establishes criteria for evaluating urban center proposals, and provides a preliminary analysis of potential locations. Phase II will compare potential locations in Plano with the criteria established in Phase I.

## About Urban Centers

An urban center is a form of development that aims to integrate the components of modern life – housing, workplace, shopping and recreation – into compact, pedestrian friendly, mixed-use neighborhoods. Today, many fine examples of urban centers exist throughout Texas and the United States. Local examples include Legacy Town Center, Downtown Plano, Addison Circle, Mockingbird Station, State Thomas, West Village, Uptown, and Southlake Town Center.

Some of the benefits associated with urban centers are:

1. Compact neighborhoods use infrastructure more efficiently which results in lower costs per capita to the municipality.
2. Compact, mixed-use neighborhoods permit more buildings, which increases the tax base.
3. Increased population helps support area businesses.
4. Urban centers are used by varying groups of people, continuously throughout the day, which promotes continuous informal surveillance, discouraging vandalism and petty crime.
5. Compact neighborhoods allow for more efficient delivery of services; for example the cost of trash collection and mail delivery are reduced.
6. Urban centers can serve as major gathering places and foster a stronger sense of place and community pride.

Urban centers and similar types of mixed-use, higher density development (alternately referred to as New Urbanism, Traditional Neighborhood Development, Transit Oriented Development and Neo-traditional Development) are reminiscent of neighborhoods built during the early 20<sup>th</sup> century but this style of development does not just replicate old communities. New houses within urban centers, for example, must provide modern living spaces and amenities that



consumers demand (and that competing suburban homes offer). Stores and businesses must have sufficient parking, modern floor plans, and connections to automobile and pedestrian traffic, and/or transit systems. When urban centers can be joined directly with transit facilities such as DART (as is the case in Downtown Plano) they can also become part of a larger system of transit oriented development. These centers are designed on principles of planning and architecture that work together to create human-scale, walkable communities. Unlike the historically organic development of some of the nation's older urban areas, today's new urban centers often arise from the careful rethinking and reconfiguration of existing development patterns.

### How would urban centers fit in Plano?

Most of Plano was built in the last 50 years in a suburban form. To meet the needs of an increasingly diverse population Plano needs to provide a variety of options for working, living and playing. Urban centers are one piece of the puzzle that can help the city accomplish this goal. Redevelopment in the form of urban centers can bring cultural, social, recreational and entertainment opportunities, gathering places, and greater vitality to the community.

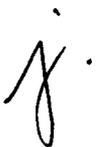
This does not mean abandoning the suburban form that constitutes most of Plano; urban centers are not appropriate for all of Plano. In fact, urban centers would only be suitable on a few relatively small sites within the city. These sites could be successfully "woven" into the community fabric thereby adding nodes of denser, mixed-use, pedestrian friendly development without disrupting the fundamental development pattern of the community.

Urban centers can contribute to a variety of community objectives and needs ranging from housing to urban design to community pride and identity. They provide options for living, working and shopping that are not often available in a suburban community. Plano is at a key point in

its development. As it moves from a growing to a maturing city it is important that 1) the remaining opportunities for development are exercised carefully and efficiently and 2) the community finds workable approaches to redevelopment of unproductive properties. Plano must also consider that new development in surrounding cities will increase competition for attracting residents and businesses.

*Plano City Council's Strategic Plan, The City of Plano Comprehensive Plan* and the *Plano at Maturity Report* reflect the fact that Plano is at a key transition point as a community. Many of the goals already established in these documents as well as larger, regional goals such as sustainable growth patterns, air and water quality begin to address the concerns listed above and support the creation of additional urban centers in Plano. Some of the local and regional goals (further discussed below) that relate to urban centers are:

- Create unique activity centers and gathering places that provide for social interaction and create a sense of place.
- Provide for the needs of changing demographics by offering housing for smaller households and different lifestyles.
- Increase overall housing supply.
- Increase the use of mass transit/increase transit options.
- Increase the number of households to support jobs/housing balance, retain business, support existing retail square footage and generate economic expansion.
- Create healthy, walkable environments.
- Facilitate infill and redevelopment opportunities.
- Revitalize vacant/underperforming retail centers.
- Enhance the urban design of Plano; emphasize and celebrate the unique and individual identity of the city.



## Other Factors

One of the largest issues Plano will be facing, together with other cities in the Metroplex, is the scope of population growth to be absorbed in the coming years. By 2030, the U.S. population is expected to increase 33% to 376 million. In this same time, the population of the DFW region is expected to grow 78%, from 5.1 million to 9.1 million. This growth is expected to fuel a construction boom over the next 25 years larger than anything that has occurred previously. About half of the homes, office buildings, stores and factories needed by 2030 do not exist today<sup>1</sup>.

According to Vision North Texas<sup>2</sup>, if today's typical development patterns continue, only one-third of this future growth is likely to occur within the existing Dallas-Fort Worth urbanized area, while the other two-thirds will probably occur in now rural areas on the fringes of the Metroplex. The sustainability of this pattern of land use is in question. The impacts, including decreased air and water quality, increased traffic congestion, loss of open space and decreased sense of community will affect the whole region.

Some of these issues could be minimized if existing communities are able to absorb a portion of this growth. Because of its proximity to Dallas, access to major highways and two rail stations, Plano is well positioned to be one of the communities that assume this role. Depending on its design, an urban center can easily accommodate 100 or more units/acre. In fact, higher density housing is essential to the function of a thriving urban center so these centers are one way for Plano to gracefully accommodate additional residents without disrupting the basic development form of Plano.

Coupled with this growth are some significant shifts in Plano's population demographics. In brief, these changes are:

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<sup>1</sup> Brookings Institute

<sup>2</sup> Vision North Texas Reference

- Plano's population is growing older and living longer.
- Plano's family structure is changing – this is reflected in smaller average household size.
- Plano's population is growing more diverse.

These changes are driving an increasing demand for a greater variety of housing options, environments that are less auto-dependent and a stronger sense of community.

The economy has also shifted to be more information-based which means that there is a greater reliance on highly-educated and highly-skilled workers. Ideas, innovation, and creativity now drive the economy. Employees may be drawn to a community for different reasons than in the past. Research shows that these young professionals are drawn to cities with vibrant and distinctive downtowns, plentiful amenities, and a “thick” job market (meaning that if a skilled worker loses his or her job, that person can find another comparable job locally), as well as a positive, tolerant culture<sup>3</sup>.

## Conclusion

These trends provide both opportunities and challenges for Plano. Urban centers can complement the existing development in Plano while providing additional housing options, strengthening the tax base, facilitating redevelopment and meeting the needs of a changing population. However, because these centers would not be appropriate for all locations within the city, careful consideration must be given to implementation.

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<sup>3</sup> (From Brookings presentation)



## Implementation

In the course of this study the Transition and Revitalization Commission has developed the following to aid in the assessment of proposals for additional urban centers in Plano.

### Key Characteristics of Urban Centers

The character of urban centers can range from primarily residential to primarily retail in nature. However, certain key characteristics must exist for an area to meet this study's definition of an urban center:

- Fine grain mix of uses (meaning that different uses are integrated with other complementary uses at the block or building level).
- Area is a defined neighborhood, limited in physical size with a defined edge and center (suggested ¼ mile walking radius).
- Buildings are of a human scale and should enhance the streetscape and define public space.
- Corridors and connections help to define the boundaries and character of the neighborhood.
- Streets are patterned to function as a network. Parking is readily available while not interfering with the pedestrian environment.
- A range of transportation options should be available with connections to the rest of the city and even the region.
- Civic/institutional uses are placed on a preferred site helping them to become landmarks that reinforce their symbolic and cultural importance.

## Key Design Elements

Certain design elements contribute to the creation of unique character and the pedestrian orientation of urban centers and as such deserve special consideration. These are discussed in detail below.

### Street and Block Layout

Urban centers should generally be laid out in a grid street system with shorter blocks than those of typical Plano neighborhoods to reduce travel lengths and encourage walking. In general, a comfortable block length for the pedestrian is 400 feet. The grid provides alternatives for local traffic flow and helps prevent unnecessary congestion. A hierarchy of street types and sizes may be utilized; but in most cases, lower volume designs from the City's *Thoroughfare Standards Ordinance* are appropriate.

### Street Design

Streets should typically be narrow with on-street parking. Wide thoroughfares, particularly those with medians, are generally inappropriate for urban centers as they create a greater separation between buildings and alter the compact nature of the development. In some cases it may be appropriate to use a special facility known as a "mews" street which provides access to rear entry garages and service areas.

### Building Placement

Unlike most suburban forms of development, urban centers do not utilize large front yards or parking lots to buffer buildings from the street. The outer walls of buildings are typically the only separation. This helps maximize the use of available land and create a level of density that supports pedestrian activity and social interaction. It also means that building façades form a critical streetscape element that defines public



space. Maximum setbacks are often necessary to establish a consistent boundary for the area used by the public. If necessary, minimum setbacks should relate to functional elements such as roof overhangs, utilities, and access. As development occurs farther from the core of the urban center and density decreases, minimum setbacks may increase.

### **Building Design and Scale**

The height and coverage of development should generally be a gradient that is greatest in the core of the urban centers and less toward the outside. Height and distance ratios should also be used to scale back from existing development on surrounding properties. Heights and coverage for urban centers will vary based on land costs, surrounding development, accessibility, and other factors.

Although there is no universal standard for the size of buildings in urban centers, they must be designed to relate to pedestrians and not passengers in cars. They should be carefully articulated with various architectural features to make them more human in scale. For example, the use of certain vertical elements can make a large building simulate several smaller ones. Or, the use of certain horizontal elements can appear to separate the first floor of a tall building from its upper floors and allow it to relate to a pedestrian at street level. The first floors of commercial buildings should clearly create a comfort level for the pedestrian and potential customer. Doors and windows should be nearly continuous along street fronts to create a “seamless” relationship between the interior and exterior of buildings. Blank walls which break that relationship should be avoided.

Urban centers typically include small retail stores and shops which clearly fit the image of a series of individual attached buildings built on narrow urban lots. However, “big box” retailers can also be accommodated in urban centers while maintaining this image. A big box store could easily occupy the interior of a block while its frontage consists of a series of smaller “short-depth” retail spaces, often referred to as “liner” shops. The

entrance to the big box store appears as one of several small shops. As a result, it is possible to achieve both marketing and design objectives at the same time.

Articulation is also important in buildings used primarily for residential purposes. They too can become large anonymous structures with limited street level appeal. Porches, awnings, and stairways can create interest and define entrances to residential buildings. Windows and doorways serve both aesthetic and functional purposes and should be designed and arranged to complement building facades.

### **On-Street Parking**

On-street parking is generally encouraged in urban centers, except where high traffic volumes and design issues make it impractical or unsafe. It is particularly important in retail portions of urban centers, where on-street parking should be available for persons on short shopping trips. Enforcement measures may be necessary to ensure that on-street parking remains for short term use. Head-in, angle parking (60 degrees or less) is appropriate in most cases because it requires less maneuvering space and less time to access. 90-degree parking requires a wider turning radius and may encourage persons traveling the opposite direction to turn left into it. Parallel parking may be necessary on larger, busy streets if on-street parking is determined to be appropriate. Extended curbs and other techniques may be used to create planting areas to break up long rows of on-street parking. Extended curbs may also be used to define pedestrian crossings.

### **Off-Street Parking**

Whenever possible, urban centers should be developed with common parking areas serving a large number of businesses and residences. The primary exception may be residences specifically designed with attached garages. Off-street surface and structured parking areas should generally



be placed at the rear of buildings and accessed via mid-block entrances or mews streets.

“Stand alone” parking lots and garages should be avoided and incorporated into the development of a larger project where they can be shielded from view of most streets. When this is not possible, surface lots should be buffered by living screens and/or decorative walls. Sometimes, small retail shops can be located on the first floor street frontage of parking structures thereby creating street level interest and screening the view of parked cars.

Parking standards can typically be less than those applied to other types of development. Household sizes tend to be smaller which reduces residential requirements. Shared parking arrangements in urban centers can lower parking needs for nonresidential uses. Also, some residents will walk to places of work and shopping facilities within urban centers which further reduces parking requirements. In some cases, it may be appropriate to establish maximum as well as minimum parking standards in urban centers. Excessive parking in the compact setting of an urban center uses up valuable land area that could be devoted to other purposes.

#### **Common Areas/Public Space**

The pedestrian orientation and compact organization of urban centers make the design of the “public realm” critical. Despite their limited land areas, urban centers can still offer special gathering places, focal points, and vistas through proper design. Plazas, courtyards, gardens, water features, artwork, and small parks can bring special meaning to those who spend time in urban centers. In some cases, these common areas may provide settings for sizable gatherings such as festivals or concerts. In other cases, they may simply offer an opportunity to sit and rest or a chance to chat with friends.



## Sidewalks

Sidewalk design is critical to the creation of a walkable, pedestrian-oriented environment. A pedestrian should not have to struggle with parked cars, trees and plant materials, porches, and outside dining facilities. At the same time, all of these elements can be part of the streetscape. A wide unobstructed walking area should be available at all times. Planting areas, including trees, should generally be adjacent to the curb while leaving adequate room for car overhangs. Tree branches should be trimmed for safety purposes. As much as possible, pedestrian connections should be made to areas surrounding the urban center as well.

## Paved Surfaces

The compact nature and design of urban centers results in an environment often dominated by paved surfaces. The effective use of different textures, patterns, colors and materials can enhance the design impact of paved surfaces. It may be as simple as using a different pavement color to accent a crosswalk or it may involve a more intricate design for a plaza. These materials should be carefully selected so that they are durable, easy to clean and maintain. The use of any paving materials must meet structural standards and be safe for vehicular and pedestrian use.

## Landscaping

The design and layout of urban centers require the creative use of plant materials to complement the pedestrian environment while using a limited amount of space. The area between the street curb and the primary pathway of a sidewalk should generally be reserved for certain varieties of shade trees with high canopies that minimize blockage of signboards and first floor sight lines. Depending on the design and arrangement of storefronts and entryways, trees can be evenly spaced to create a "row" effect along a street or clustered. The width of this tree

planting “corridor” should be consistent with the size, shape, and growth characteristics of the trees to provide for adequate care and protection of the trees and to avoid conflicts with pedestrians and cars.

Secondary planting areas may occur in the form of planting strips adjacent to buildings and should generally consist of sturdy, low-lying shrubs and bushes that require minimum maintenance. These planting strips are best placed along residential buildings or other locations between street-level projections such as stoops, porches, and/or railings.

### **Location**

Because of various site characteristics, urban centers would not be appropriate in many locations within Plano. When considering additional urban centers in the Plano, the Transition and Revitalization Commission considered the following site attributes:

- Size – Is the site able to generate a sufficient number of residential units to support (at least partially) other uses including restaurants, retail, entertainment and office. Is the site large enough to accommodate a “full” scale (containing a full complement of uses) urban center? Is there the potential to group smaller sites so that together they function as an urban center (ownership considerations)?
- Accessibility – Is there adequate traffic flow to the site (site should be served by at least one Type “C” thoroughfare or greater).
- Transportation – Does mass transit serve the site or is there the potential for service?
- Surrounding Development – Would it be possible to create a desirable transition with the surrounding developments? Could pedestrian connections be created for the “walkable 1/4 mile”? Could development on this site include buildings of moderate height (perhaps 4–8 stories?) Is it far enough away from other

urban centers so that it does not compete? Or is it close enough that it could enhance an existing center?

- Reinvestment Costs – Do the finances make sense (both from a city perspective as well as from a developer’s perspective?) Land cost, demolition costs, necessary utility/infrastructure upgrades etc. could make redevelopment difficult.
- “Phase-ability” – Can the required elements of a successful urban center be implemented gradually, according to a shared vision? Could redevelopment/demolition take place gradually?
- Community Impact – What is the significance of the development/redevelopment to the community as a whole? What goals (if any) does it meet? What would happen if the site remained in its current state?

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## PHASE II

By applying the “Key Characteristics” and “Site Attributes” listed above, the Transition and Revitalization Commission identified possible locations for future centers. From this list, the group completed a preliminary analysis of each site and based on those results narrowed the list to three locations that it proposes for further study. The analysis for each site is available in the appendix. The three sites that the Commission proposes for further study in Phase II are the intersection of Preston Road and Park Boulevard, the Collin Creek corridor and the Parker Road Station area. Phase II will also identify strategies for implementation. These strategies may include possible ordinance changes, financial or in-kind assistance, the formation of public-private partnerships, and/or the creation of a special district(s) aimed at facilitating the creation of appropriately located and designed urban centers.



## Urban Centers Phase I: Appendix



**Figure 1: Legacy Town Center**



**Figure 2: Legacy Town Center**



**Figure 3: Angelika Film Center at Legacy Town Center**



**Figure 4: Addison Circle**



**Figure 5: Addison Circle**



**Figure 6: Mockingbird Station**



**Figure 7: Mockingbird Station**



**Figure 8: West Village**



**Figure 9: West Village**



**Figure 10: State Thomas**



**Figure 11: West Village**



**Figure 12: West Village**

Preliminary Open Meeting Item V.

Discussion Regarding the Financial Forecast  
Karen Rhodes

POM Va

Preliminary Open Meeting Item VI.

FEMA Reimbursement Funding  
Bruce Glasscock

*POM VI a*

*City of Plano  
Comprehensive Monthly  
Finance Report  
February, 2006*



# ABOUT THIS REPORT

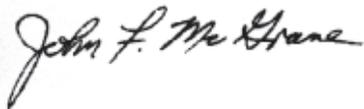
The City of Plano Finance Department is dedicated to excellence in local government, comprehensive fiscal management, compliance and reporting. The Comprehensive Monthly Finance Report (CMFR) is a unique document, directed at providing our audience (internal and external users), with the general awareness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

This report is comprised of four sections:

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

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

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



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





# Section 1

## City of Plano Comprehensive Monthly Finance Report

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

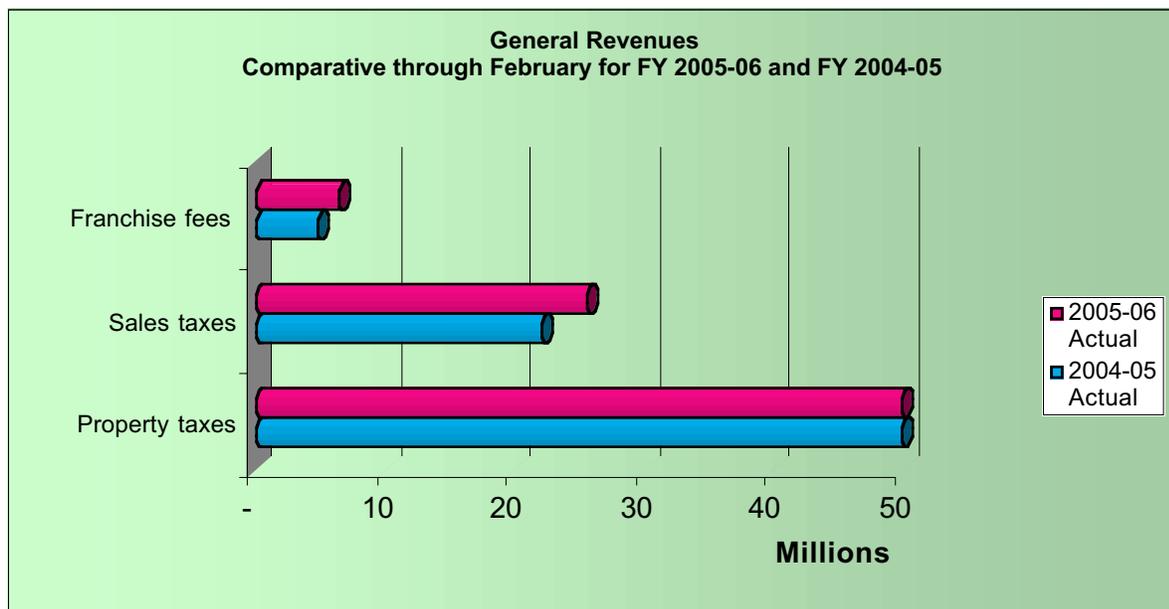
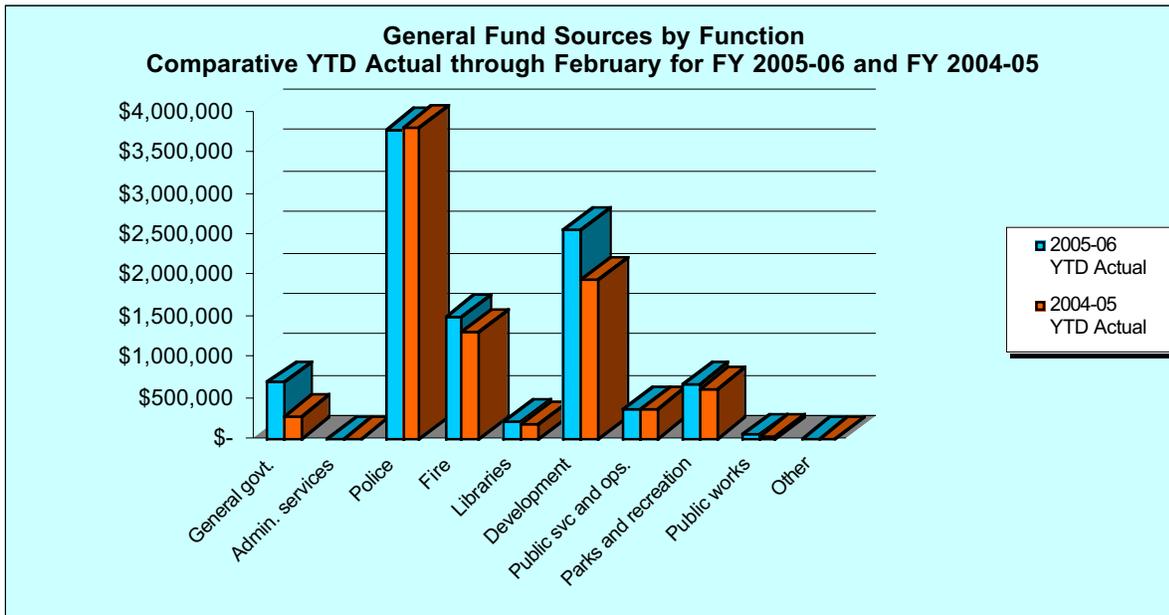
### Financial Analysis

# REPORT NOTES FEBRUARY, 2006

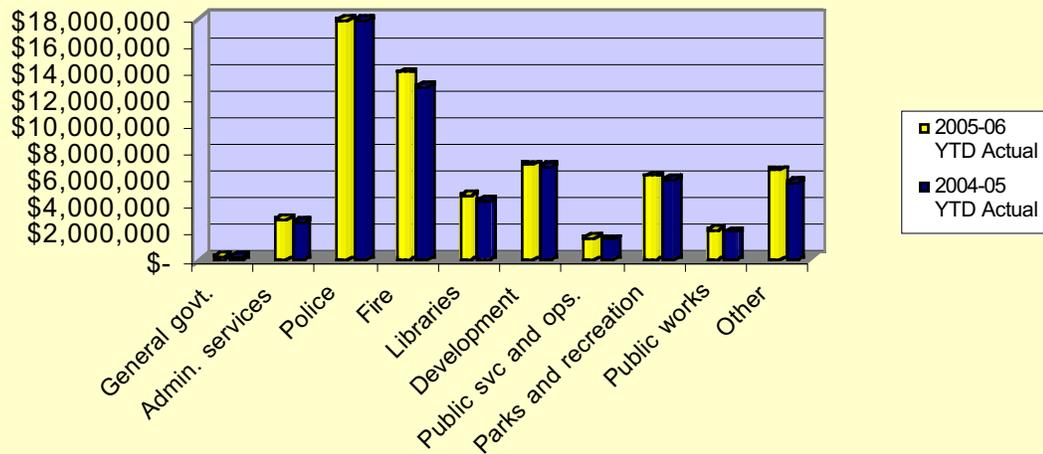
The information represented in the graphs below is derived from the statement of activities which is located at the end of this section. The statement of activities presents information demonstrating how the City's net assets are changing during the current fiscal year. The format of the statement of activities reports General Fund and Business-type revenues and expenses by function which provides readers with a broad overview of the City of Plano's finances.

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

## Highlights of General Fund Variances



**General Fund Uses by Function**  
**Comparative YTD Actual through February for FY 2005-06 and FY 2004-05**



## General Government

- The General Fund recorded proceeds of \$353,936 from the gain of the sale of Rice Field in January 2006.

## Fire

- Ambulance service revenues increased \$161,708 as compared to prior year due to a 15% increase in rates effective October 1, 2005.
- Personal services increased \$702,920 over prior year primarily attributed to increased salary and benefit related expenditures in the current year.
- Replacement charges for fire equipment decreased \$125,000 over prior year due to a decrease in budgeted amounts to repay the equipment replacement fund for equipment purchased in prior years.
- Payment made to the equipment replacement fund for fire rolling stock increased over prior year by \$129,260 attributed to replacement of two ambulances, two pumper fire trucks and one aerial ladder fire truck in the current year.
- Expenditures for municipal garage charges, which are incurred for maintaining fire fleet by equipment services, increased \$89,953 due to increased labor rates and fuel costs.
- New structural collapse training classes have occurred in the current year costing \$22,500. This training is for the City's regional response team to become part of the Dallas Regional Urban Search and Rescue Task Force.

## Development

- Building inspection fee revenues increased over prior year by \$531,835 due to an increasing number of down payments for required plan reviews of large projects for commercial building development and multi-family dwelling units. In addition, the month of February 2006 increased over February 2005 by \$254,097 primarily attributed to issuance of permit to the Texas Heart Hospital. The balance paid by the Texas Heart Hospital for the permit was \$172,500.
- Engineering inspection fee revenues increased \$72,452 attributed to an increased number of inspections for roadway, residential and commercial projects performed in the current year.
- Facilities maintenance contractual services increased over prior year by \$100,559 primarily due to increased payments for electric and gas, driven by higher natural gas prices.
- The Property Standards department experienced an increase over prior year in replacement charges in the amount of \$13,936. Three vehicles are scheduled to be replaced in this current fiscal year.

- Contractual services for mowing and landscape cleanup, incurred by Property Standards, have increased over prior year by \$7,398 due to default in the contractors obligations to process work orders in the prior year.
- Janitorial services have increased attributed to timing of actual receipt and encumbrance of funds in the current year. The overall annual contract is comparable to the amount spent in prior year.

### **Administrative Services**

- Audit fees for the City's annual audit, performed by Deloitte & Touche LLP, have increased \$21,908 attributed to higher fees assessed in the current year's contract.
- Personal expenditures, for departments classified as administrative services, increased \$159,928 or 7% attributed to increased salary and benefit related costs in the current year.
- The Human Resource department purchases consulting services, rendered by Dr. Picchioni, which have increased in contract amount by \$18,000 as compared to prior year.

### **Police**

- Personal services increased over prior year by \$1,035,536 attributed to increased salary and benefit related expenditures as well as an increase in retiree payouts of \$397,627.
- Replacement charges for police equipment decreased \$107,664 primarily due to larger budgeted payments made in the prior year to the equipment replacement fund to finance replacements.
- Vehicle make ready charges, which are cost of services for fleet maintenance reimbursed to the Police department and paid by the Equipment Replacement fund, increased over prior year by \$91,427. Therefore, municipal garage charges have decreased year to date as compared to prior year.
- Replacement charges for police rolling stock increased over prior year by \$55,548 due to timing of scheduled replacements budgeted in the current fiscal year.

### **Parks and Recreation**

- The City's parks department has assumed responsibility of maintaining neighborhood parks which was a contractual service paid to an external party in the prior year in the amount of \$14,646.
- Electric payments increased \$35,142 over prior year as the result of higher natural gas prices.
- Municipal garage charges increased over prior year by \$41,420 attributed to labor and fuel rate increases in the current year.
- Replacement charges for parks and recreation rolling stock and large equipment increased \$56,461 due to an increased volume of items replaced or scheduled to be replaced in the current fiscal year in addition to timing of when the vehicle or equipment is replaced.
- The Parks division has encumbered funds to implement new hardware and software for a work management program that is scheduled to cost \$21,407.
- Improvements to the infield areas for specific ballfields at Heritage Yards and Carpenter Park are scheduled to be done this current fiscal year costing \$43,710. The need for this type of service fluctuates each year and is on an as needed basis.

### **Public Works**

- Purchases of miscellaneous maintenance parts and supplies, as well as concrete mixture, used in the streets department increased \$22,104 and \$19,072, respectively.
- The cost of maintaining the street department's rolling stock and large equipment increased \$21,637 due to increased labor and fuel rates in the current fiscal year.
- Replacement charges for rolling stock and large capital assets for the streets department increased \$48,145 attributed to more items replaced or scheduled to be replaced in the current year.

## Other

- Payments made to support social service agencies increased over last fiscal year by \$416,529. Annual funding for social service agencies increased \$253,890 as compared to prior year.
- Electric utility payments increased \$43,808 over prior year due to an increase in natural gas prices.
- Interdepartmental billings to the Water & Sewer fund increased \$262,294 due to increased rates and meters, continued consumption during the on-going drought and the impact of Hurricane Katrina.
- Technology services charges increased over prior year by \$173,347 due to higher fees budgeted in the current year.

## Property Tax Revenues

- Ad valorem tax revenues increased \$4,010,738 attributed to increased assessed property values in the current year.

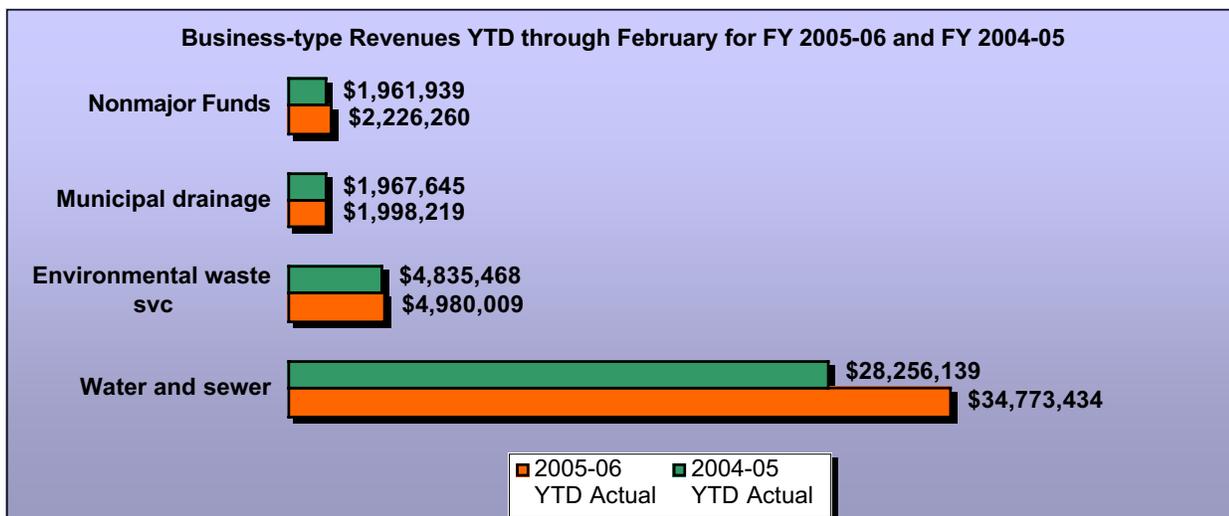
## Sales Tax Revenues

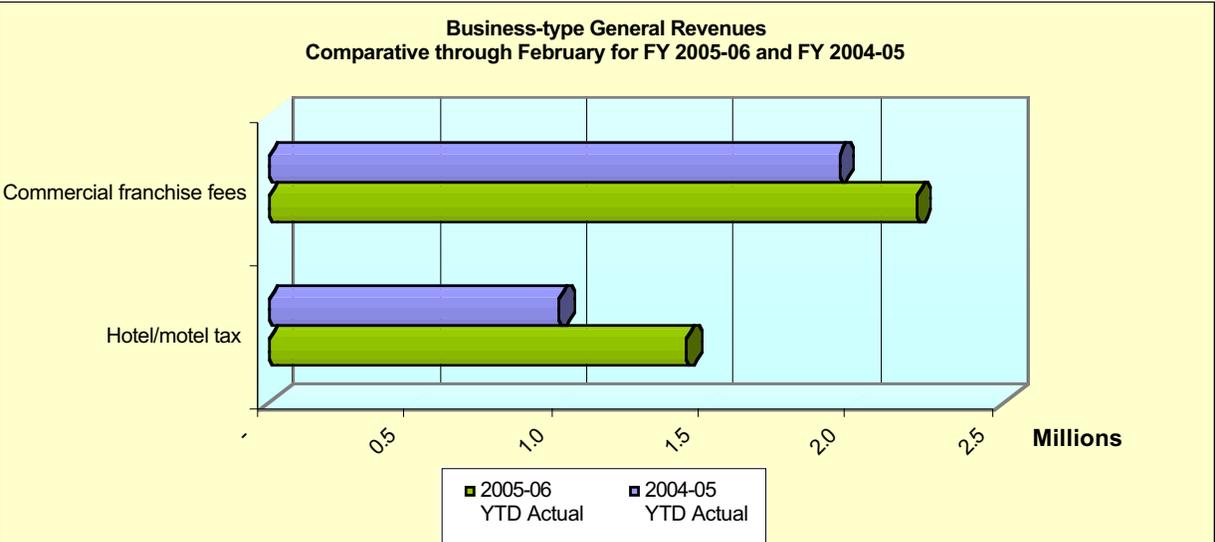
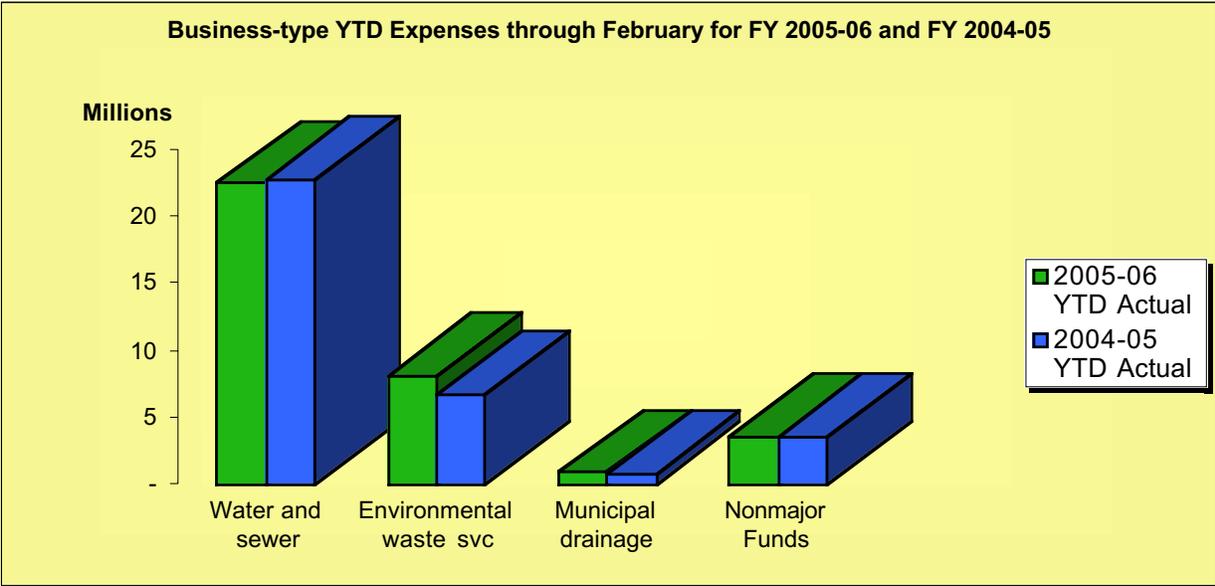
- Sales tax revenues increased over prior year by \$3,432,074. When comparing the months of February 2006 and February 2005, an increase of 25.5% in sales tax revenues occurred due a continued rise of consumer confidence.

## Franchise Fee Revenues

- Electrical Franchise revenues increased over prior year in the amount of \$356,738 attributed to increased natural gas prices which impact electric rates.
- Telephone Franchise revenues increased \$608,306 over prior year primarily due to timing of receipt of payment from Verizon. In the current year, the second quarter payment was received in February while in the prior year the payment was received in March.
- Gas Franchise revenues increased over prior year by \$571,265 primarily attributed to increased natural gas prices.

## Highlights of Business-type Variances





**Water & Sewer**

- Water and sewer revenues increased \$4,773,307 and \$916,241, respectively. The increase in water and sewer revenues is attributed to increased rates implemented May 1, 2005. In addition, consumption continues to increase due to the on-going drought.
- The purchase of Rice Field in February 2005 resulted in expenses increasing \$550,750 in the prior year. In January 2006, Rice Field sold for \$904,686. The General Fund recorded proceeds of \$353,936 from the gain on the sale of land.
- Payment to North Texas Municipal Water District (NTMWD) increased over prior year by \$198,399 based on contractual amounts.
- Electric utility payments increased \$277,903 over prior year due to an increase in natural gas prices.
- Payments made to Link 2 Gov for internet processing services have increased \$28,249 due to higher usage of on-line bill payments by citizens.

## Environmental Waste Services

- Residential fee revenues increased \$44,623 as a result of increased residential customers.
- An increase in recycling revenues of \$21,261 occurred in the current fiscal year attributed to increased market activity.
- Compost sales are higher than last fiscal year by \$61,180 which is due to the increased compost market and production.
- Tipping fee revenues are \$94,220 greater than the same period in the prior year. These revenues are collected when other cities and commercial businesses bring yard waste, wood and other types of material used to make compost products to the City, which is the regional composter for NTMWD.
- The quarterly refund paid by NTMWD has not been received as of February 2006 due to the landfill permit change with NTMWD and Texas Commission on Environmental Quality. Receipt of payment is expected in March 2006. The amount received through February 2005 was \$59,437.
- Personal services increased \$121,947, or 6.6%, primarily attributed to increased salary and benefit related costs.
- Payment to NTMWD increased \$298,460 over prior year due to increased contractual amounts.
- Garage charges for maintaining environmental waste services fleet increased \$244,329 over prior year primarily due to higher labor and fuel costs.
- Capital outlay expenses increased due to purchase of a trommel screen in the current year in the amount of \$267,549.
- Encumbered funds of \$138,500 will be utilized in the current year for architectural services related to the Environmental Education complex.

## Municipal Drainage

- Debris hauling services increased over prior year by \$97,959 as this type of service is a new expense in the current year.

## Civic Center

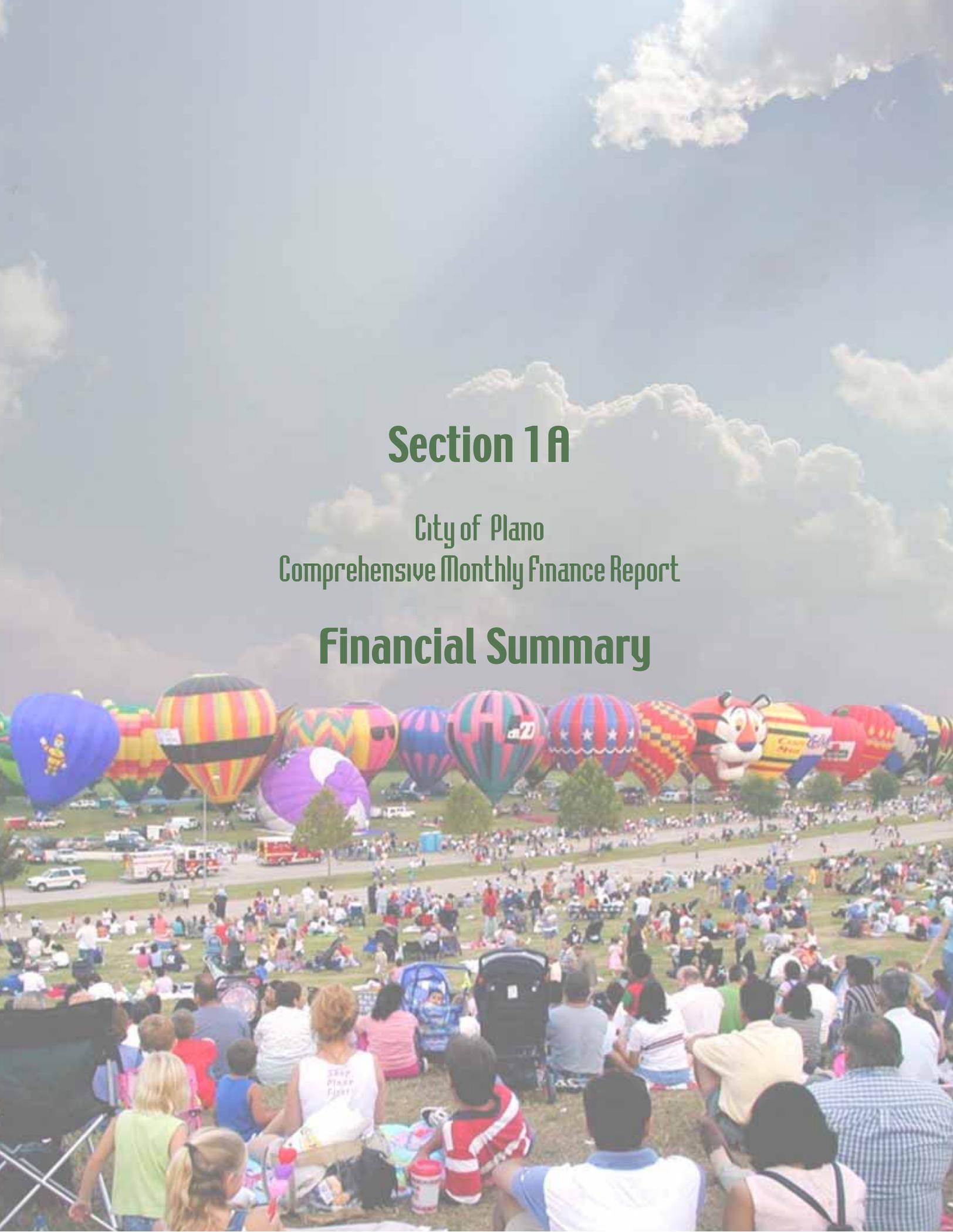
- Since the ratification by voters at an election in May 2005 for the legal sale of mixed beverages in restaurants by food and beverage certificate holders only, revenues for mixed beverages have increased \$27,572 as compared to prior year.
- Since the closure of the cafeteria at the Municipal Center in September 2005, cafeteria sales decreased \$33,827 over prior year. Although revenues have ceased due to the closure of this operation, the staffing levels remain constant and were not reduced.
- Inside catering sales have increased \$33,926 as compared to prior year due to increased scheduled events and spending at Plano Center.
- Hotel/motel tax revenues increased over prior year by \$432,653 due to increased utilization of hotels within the City.

## Golf Course

- Golf fees are \$32,312 higher as compared to prior year which is the result of increased play in the current year attributed to the dry weather. Additionally, a rate increase was implemented in January 2006. This rate increase was originally budgeted to occur in April 2006.

## Recreation Revolving

- Revenues for fall aquatics and fall softball leagues increased over prior year by \$28,021 and \$117,751, respectively, due to timing of revenue recognition and increased registration.



# Section 1 A

City of Plano  
Comprehensive Monthly Finance Report

## Financial Summary

**CITY OF PLANO, TEXAS  
STATEMENT OF ACTIVITIES  
FOR THE PERIOD ENDED FEBRUARY 28, 2006**

Function/Program Activities	Expenses/Expenditures			Program Revenues			Net (Expense) Revenue and Changes in Net Assets				
			Actual & Encumb. /Budget			Actual/Budget	General Fund		Business-type Activities		Actual Total
	Budget	Actual/Encumb.	Budget	Actual	Budget	Actual	Budget	Actual			
<b>General Fund</b>											
General Fund Activities:											
General government	\$ 652,235	\$ 240,288	36.8%	\$ 962,470	\$ 690,218	71.7%	\$ 310,235	\$ 449,930			\$ 449,930
Administrative services	7,618,546	3,060,005	40.2%	-	-	-	(7,618,546)	(3,060,005)			(3,060,005)
Police	55,350,345	21,528,365	38.9%	10,652,797	3,796,169	35.6%	(44,697,548)	(17,732,196)			(17,732,196)
Fire	36,871,932	14,053,538	38.1%	3,641,837	1,486,710	40.8%	(33,230,095)	(12,566,828)			(12,566,828)
Libraries	10,322,462	4,813,913	46.6%	529,840	213,464	40.3%	(9,792,622)	(4,600,449)			(4,600,449)
Development	17,778,108	7,123,419	40.1%	4,252,745	2,569,880	60.4%	(13,525,363)	(4,553,539)			(4,553,539)
Public services and operations	4,738,407	1,664,763	35.1%	893,093	374,003	41.9%	(3,845,314)	(1,290,760)			(1,290,760)
Parks and recreation	17,432,182	6,306,971	36.2%	2,124,662	673,726	31.7%	(15,307,520)	(5,633,245)			(5,633,245)
Public works	5,555,101	2,305,272	41.5%	117,718	47,129	40.0%	(5,437,383)	(2,258,143)			(2,258,143)
Other	18,972,061	6,741,179	35.5%	-	-	-	(18,972,061)	(6,741,179)			(6,741,179)
<b>Total General Fund</b>	<b>175,291,379</b>	<b>67,837,713</b>	<b>38.7%</b>	<b>23,175,162</b>	<b>9,851,299</b>	<b>42.5%</b>	<b>(152,116,217)</b>	<b>(57,986,414)</b>			<b>(57,986,414)</b>
Business-type Activities:											
Water and sewer	58,857,612	22,502,113	38.2%	85,159,814	34,773,434	40.8%			\$ 26,302,202	\$ 12,271,321	12,271,321
Environmental waste services	17,575,201	8,129,016	46.3%	12,472,583	4,980,009	39.9%			(5,102,618)	(3,149,007)	(3,149,007)
Municipal drainage	2,587,588	921,243	35.6%	4,811,906	1,998,219	41.5%			2,224,318	1,076,976	1,076,976
Civic center	6,133,579	2,356,866	38.4%	2,184,914	868,387	39.7%			(3,948,665)	(1,488,479)	(1,488,479)
Municipal golf course	866,028	361,233	41.7%	1,096,850	284,239	25.9%			230,822	(76,994)	(76,994)
Property management	19,500	14,386	73.8%	68,500	29,334	42.8%			49,000	14,948	14,948
Recreation revolving	2,460,542	743,709	30.2%	2,606,601	1,027,380	39.4%			146,059	283,671	283,671
Downtown center development	45,000	42,668	94.8%	67,678	16,920	25.0%			22,678	(25,748)	(25,748)
<b>Total business-type activities</b>	<b>88,545,050</b>	<b>35,071,234</b>	<b>39.6%</b>	<b>108,468,846</b>	<b>43,977,922</b>	<b>40.5%</b>	<b>-</b>	<b>-</b>	<b>19,923,796</b>	<b>8,906,688</b>	<b>8,906,688</b>
<b>Total</b>	<b>\$ 263,836,429</b>	<b>\$ 102,908,947</b>		<b>\$ 131,644,008</b>	<b>\$ 53,829,221</b>		<b>(152,116,217)</b>	<b>(57,986,414)</b>	<b>19,923,796</b>	<b>8,906,688</b>	<b>(49,079,726)</b>

General revenues:

	Budget	Actual	Budget	Actual	
Property taxes	61,823,004	60,506,451	-	-	60,506,451
Sales taxes	50,589,530	25,561,714	-	-	25,561,714
Other taxes	772,689	208,333	-	-	208,333
Hotel/Motel tax	-	-	3,411,137	1,420,694	1,420,694
Franchise fees	19,084,469	6,426,819	5,307,371	2,205,709	8,632,528
Investment income	1,600,000	498,334	292,500	153,397	651,731
<b>Total general revenues</b>	<b>133,869,692</b>	<b>93,201,651</b>	<b>9,011,008</b>	<b>3,779,800</b>	<b>96,981,451</b>
Change in net assets	(18,246,525)	35,215,237	28,934,804	12,686,488	47,901,725
Net assets - beginning		39,224,186		348,951,116	388,175,302
Net assets - ending		<u>\$ 74,439,423</u>		<u>\$ 361,637,604</u>	<u>\$ 436,077,027</u>

**MONTHLY FINANCIAL SUMMARY REPORT  
THROUGH FEBRUARY 28 OF FISCAL YEARS 2006, 2005, AND 2004  
GENERAL FUND**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>5 Months Actual</u>	<u>Actual/Budget</u>	<u>Performance Index</u>
<b>REVENUES:</b>					
<b>Ad valorem tax</b>	2006	\$ 61,823,000	60,507,000	97.9%	234.89
	2005	58,007,000	56,496,000	97.4%	233.75
	2004	58,761,000	57,245,000	97.4%	233.81
<b>Sales tax</b>	2006	50,590,000	25,562,000	50.5%	121.27
	2005	48,668,000	22,130,000	45.5%	109.13
	2004	44,279,000	21,896,000	49.5%	118.68
<b>Other revenue</b>	2006	44,632,000	16,984,000	38.1%	91.33
	2005	44,335,000	13,852,000	31.2%	74.99
	2004	42,091,000	13,871,000	33.0%	79.09
<b>TOTAL REVENUE</b>	2006	157,045,000	103,053,000	65.6%	157.49
	2005	151,010,000	92,478,000	61.2%	146.98
	2004	145,131,000	93,012,000	64.1%	153.81
<b>EXPENDITURES &amp; ENCUMBRANCES:</b>					
<b>Current operating</b>	2006	\$ 173,594,000	66,718,000	38.4%	N/A
	2005	165,432,000	62,698,000	37.9%	N/A
	2004	152,598,000	57,066,000	37.4%	N/A
<b>Capital outlay</b>	2006	1,697,000	1,120,000	66.0%	158.40
	2005	1,458,000	1,040,000	71.3%	171.19
	2004	1,100,000	1,444,000	131.3%	315.05
<b>Total expenditures and encumbrances</b>	2006	175,291,000	67,838,000	38.7%	92.88
	2005	166,890,000	63,738,000	38.2%	91.66
	2004	153,698,000	58,510,000	38.1%	91.36
<b>Excess (deficiency) of revenues over (under) expenditures</b>	2006	(18,246,000)	35,215,000	-	-
	2005	(15,880,000)	28,740,000	-	-
	2004	(8,567,000)	34,502,000	-	-
<b>OTHER FINANCING SOURCES (USES)</b>					
<b>Transfers in</b>	2006	15,153,000	6,314,000	41.7%	100.00
	2005	13,789,000	5,735,000	41.6%	99.82
	2004	13,158,000	5,483,000	41.7%	100.01
<b>Transfers out</b>	2006	(13,270,000)	(6,084,000)	45.8%	110.03
	2005	(13,339,000)	(5,710,000)	42.8%	102.74
	2004	(12,879,000)	(5,457,000)	42.4%	101.69
<b>NET CHANGE IN FUND BALANCES</b>	2006	(16,363,000)	35,445,000		
	2005	(15,430,000)	28,765,000		
	2004	(8,288,000)	34,528,000		
<b>FUND BALANCES-BEGINNING</b>	2006		39,224,000		
	2005		39,497,000		
	2004		29,802,000		
<b>FUND BALANCES-ENDING FEBRUARY 28</b>	2006		74,669,000		
	2005		68,262,000		
	2004		64,330,000		



**MONTHLY FINANCIAL SUMMARY REPORT  
THROUGH FEBRUARY 28 OF FISCAL YEARS 2006, 2005, AND 2004  
WATER AND SEWER FUND**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>5 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
<b>REVENUES:</b>					
<b>Water and sewer revenue</b>	2006	\$ 83,000,000	33,287,000	40.1%	96.25
	2005	80,656,000	27,485,000	34.1%	81.78
	2004	80,768,000	28,761,000	35.6%	85.46
<b>Other fees and service charges</b>	2006	2,360,000	1,559,000	66.1%	158.54
	2005	2,188,000	794,000	36.3%	87.09
	2004	<u>2,382,000</u>	<u>846,000</u>	35.5%	85.24
<b>TOTAL REVENUE</b>	2006	85,360,000	34,846,000	40.8%	97.97
	2005	82,844,000	28,279,000	34.1%	81.92
	2004	<u>83,150,000</u>	<u>29,607,000</u>	35.6%	85.46
<b>EXPENSES &amp; ENCUMBRANCES:</b>					
<b>Capital outlay</b>	2006	70,000	359,000	512.9%	1230.86
	2005	1,064,000	969,000	91.1%	218.57
	2004	2,020,000	1,917,000	94.9%	227.76
<b>Other expenses &amp; encumbrances</b>	2006	58,788,000	22,143,000	37.7%	90.40
	2005	57,630,000	21,850,000	37.9%	90.99
	2004	<u>56,335,000</u>	<u>20,152,000</u>	35.8%	85.85
<b>Total expenses and encumbrances</b>	2006	58,858,000	22,502,000	38.2%	91.75
	2005	58,694,000	22,819,000	38.9%	93.31
	2004	<u>58,355,000</u>	<u>22,069,000</u>	37.8%	90.76
<b>Excess (deficiency) of revenues over (under) expenses</b>	2006	26,502,000	12,344,000	-	-
	2005	24,150,000	5,460,000	-	-
	2004	24,795,000	7,538,000	-	-
<b>TRANSFERS IN (OUT)</b>					
<b>Transfers in</b>	2006	230,000	96,000	41.7%	100.17
	2005	469,000	195,000	41.6%	99.79
	2004	469,000	195,000	41.6%	99.79
<b>Transfers out</b>	2006	(28,082,000)	(11,701,000)	41.7%	100.00
	2005	(28,413,000)	(11,839,000)	41.7%	100.00
	2004	<u>(27,782,000)</u>	<u>(11,576,000)</u>	41.7%	100.00
<b>CHANGE IN NET ASSETS</b>	2006	\$ (1,350,000)	739,000		
	2005	(3,794,000)	(6,184,000)		
	2004	(2,518,000)	(3,843,000)		
<b>TOTAL NET ASSETS-BEGINNING</b>	2006		317,131,000		
	2005		319,626,000		
	2004		<u>324,442,000</u>		
<b>TOTAL NET ASSETS-ENDING FEBRUARY 28</b>	2006		317,870,000		
	2005		313,442,000		
	2004		<u><u>320,599,000</u></u>		

**MONTHLY FINANCIAL SUMMARY REPORT  
THROUGH FEBRUARY 28 OF FISCAL YEARS 2006, 2005, AND 2004  
ENVIRONMENTAL WASTE SERVICES FUND**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>5 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
<b>REVENUES:</b>					
Commerical solid waste franchise	2006	\$ 5,307,000	2,206,000	41.6%	99.76
	2005	5,161,000	1,940,000	37.6%	90.22
	2004	4,963,000	1,958,000	39.5%	94.68
Refuse collection revenue	2006	11,106,000	4,661,000	42.0%	100.72
	2005	11,035,000	4,595,000	41.6%	99.94
	2004	10,444,000	4,452,000	42.6%	102.31
Other fees and service charges	2006	1,367,000	320,000	23.4%	56.18
	2005	1,113,000	242,000	21.7%	52.18
	2004	913,000	197,000	21.6%	51.79
<b>TOTAL REVENUE</b>	2006	17,780,000	7,187,000	40.4%	97.01
	2005	17,309,000	6,777,000	39.2%	93.97
	2004	16,320,000	6,607,000	40.5%	97.16
<b>EXPENSES &amp; ENCUMBRANCES:</b>					
Capital outlay	2006	532,000	411,000	77.3%	185.41
	2005	436,000	2,000	0.5%	1.10
	2004	14,000	43,000	307.1%	737.14
Other expenses & encumbrances	2006	17,043,000	7,718,000	45.3%	108.69
	2005	15,683,000	6,805,000	43.4%	104.14
	2004	15,044,000	6,593,000	43.8%	105.18
<b>Total expenses and encumbrances</b>	2006	17,575,000	8,129,000	46.3%	111.01
	2005	16,119,000	6,807,000	42.2%	101.35
	2004	15,058,000	6,636,000	44.1%	105.77
<b>Excess (deficiency) of revenues over (under) expenses</b>	2006	205,000	(942,000)	-	-
	2005	1,190,000	(30,000)	-	-
	2004	1,262,000	(29,000)	-	-
<b>TRANSFERS OUT:</b>					
Operating transfers out	2006	(1,176,000)	(490,000)	41.7%	100.00
	2005	(1,160,000)	(483,000)	41.6%	99.93
	2004	(1,282,000)	(534,000)	41.7%	99.97
<b>CHANGE IN NET ASSETS</b>	2006	\$ (971,000)	(1,432,000)		
	2005	30,000	(513,000)		
	2004	(20,000)	(563,000)		
<b>TOTAL NET ASSETS-BEGINNING</b>	2006		2,578,000		
	2005		2,902,000		
	2004		2,305,000		
<b>TOTAL NET ASSETS-ENDING FEBRUARY 28</b>	2006		1,146,000		
	2005		2,389,000		
	2004		1,742,000		

**MONTHLY FINANCIAL SUMMARY REPORT  
THROUGH FEBRUARY 28 OF FISCAL YEARS 2006, 2005, AND 2004  
MUNICIPAL DRAINAGE FUND**

	<b>Fiscal Year</b>	<b>Annual Budget</b>	<b>5 Months Actual</b>	<b>Actual/ Budget</b>	<b>Performance Index</b>
<b>REVENUES:</b>					
<b>Fees and service charges</b>	2006	\$ 4,812,000	1,999,000	41.5%	99.70
	2005	4,788,000	1,962,000	41.0%	98.35
	2004	4,782,000	1,935,000	40.5%	97.11
<b>Miscellaneous revenue</b>	2006	47,000	42,000	89.4%	214.47
	2005	35,000	17,000	48.6%	116.57
	2004	20,000	8,000	40.0%	96.00
<b>TOTAL REVENUE</b>	2006	4,859,000	2,041,000	42.0%	100.81
	2005	4,823,000	1,979,000	41.0%	98.48
	2004	4,802,000	1,943,000	40.5%	97.11
<b>EXPENSES &amp; ENCUMBRANCES:</b>					
<b>Capital outlay</b>	2006	27,000	6,000	22.2%	53.33
	2005	-	-	-	-
	2004	-	1,000	-	-
<b>Other expenses &amp; encumbrances</b>	2006	2,561,000	915,000	35.7%	-
	2005	1,969,000	759,000	-	-
	2004	1,859,000	680,000	-	-
<b>Total expenses and encumbrances</b>	2006	2,588,000	921,000	35.6%	85.41
	2005	1,969,000	759,000	38.5%	92.51
	2004	1,859,000	681,000	36.6%	87.92
<b>Excess (deficiency) of revenues over (under) expenses</b>	2006	2,271,000	1,120,000	-	-
	2005	2,854,000	1,220,000	-	-
	2004	2,943,000	1,262,000	-	-
<b>TRANSFERS OUT:</b>					
<b>Operating transfers out</b>	2006	(2,441,000)	(1,015,000)	41.6%	99.80
	2005	(2,514,000)	(1,048,000)	41.7%	100.05
	2004	(2,493,000)	(1,039,000)	41.7%	100.02
<b>CHANGE IN NET ASSETS</b>	2006	(170,000)	105,000		
	2005	340,000	172,000		
	2004	450,000	223,000		
<b>TOTAL NET ASSETS-BEGINNING</b>	2006		17,924,000		
	2005		14,995,000		
	2004		13,749,000		
<b>TOTAL NET ASSETS-ENDING FEBRUARY 28</b>	2006		18,029,000		
	2005		15,167,000		
	2004		13,972,000		

**MONTHLY FINANCIAL SUMMARY REPORT  
THROUGH FEBRUARY 28 OF FISCAL YEARS 2006, 2005, AND 2004  
NONMAJOR BUSINESS-TYPE FUNDS**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>5 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
<b>REVENUES:</b>					
Hotel/motel tax	2006	\$ 3,411,000	1,421,000	41.7%	99.98
	2005	2,936,000	988,000	33.7%	80.76
	2004	2,805,000	907,000	32.3%	77.60
Other revenue	2006	6,071,000	2,263,000	37.3%	89.46
	2005	6,243,000	1,978,000	31.7%	76.04
	2004	<u>6,350,000</u>	<u>2,003,000</u>	31.5%	75.70
<b>TOTAL REVENUE</b>	2006	9,482,000	3,684,000	38.9%	93.25
	2005	9,179,000	2,966,000	32.3%	77.55
	2004	<u>9,155,000</u>	<u>2,910,000</u>	31.8%	76.29
<b>EXPENSES &amp; ENCUMBRANCES:</b>					
Capital outlay	2006	5,000	-	-	-
	2005	6,000	15,000	250.0%	600.00
	2004	1,561,000	1,476,000	94.6%	226.93
Other expenses & encumbrances	2006	9,521,000	3,518,000	36.9%	88.68
	2005	9,069,000	3,502,000	38.6%	92.68
	2004	<u>8,910,000</u>	<u>3,184,000</u>	35.7%	85.76
<b>Total expenses and encumbrances</b>	2006	9,526,000	3,518,000	36.9%	88.63
	2005	9,075,000	3,517,000	38.8%	93.01
	2004	<u>10,471,000</u>	<u>4,660,000</u>	44.5%	106.81
<b>Excess (deficiency) of Revenues over (under) expenses</b>	2006	(44,000)	166,000	-	-
	2005	104,000	(551,000)	-	-
	2004	(1,316,000)	(1,750,000)	-	-
<b>TRANSFERS OUT:</b>					
Operating transfers out	2006	(558,000)	(233,000)	41.8%	100.22
	2005	(619,000)	(257,000)	41.5%	99.64
	2004	<u>(451,000)</u>	<u>(188,000)</u>	41.7%	100.04
<b>CHANGE IN NET ASSETS</b>	2006	(602,000)	(67,000)		
	2005	(515,000)	(808,000)		
	2004	(1,767,000)	(1,938,000)		
<b>TOTAL NET ASSETS-BEGINNING</b>	2006		11,317,000		
	2005		11,620,000		
	2004		<u>12,069,000</u>		
<b>TOTAL NET ASSETS-ENDING FEBRUARY 28</b>	2006		11,250,000		
	2005		10,812,000		
	2004		<u><u>10,131,000</u></u>		



# EQUITY IN TREASURY POOL

## FEBRUARY, 2006

FUND NO.	FUND NAME	CASH	EQUITY IN TREASURY POOL	TOTAL 2/28/06	TOTAL 10/01/05	TOTAL 2/28/05
<b>GENERAL FUND:</b>						
01	General	\$ 79,000	68,604,000	68,683,000	34,010,000	62,295,000
77	Payroll	-	3,544,000	3,544,000	1,687,000	1,688,000
24	City Store	-	7,000	7,000	6,000	6,000
994	Plano All-America City	-	(29,000)	(29,000)	(29,000)	(29,000)
		79,000	72,126,000	72,205,000	35,674,000	63,960,000
<b>DEBT SERVICE FUND:</b>						
03	G.O. Debt Service	-	35,196,000	35,196,000	1,933,000	33,870,000
		-	35,196,000	35,196,000	1,933,000	33,870,000
<b>CAPITAL PROJECTS:</b>						
22	Recreation Center Facilities	-	262,000	262,000	610,000	756,000
23	Street Enhancement	-	1,236,000	1,236,000	1,220,000	1,179,000
25	1991 Police & Courts Facility	-	972,000	972,000	961,000	875,000
27	1991 Library Facility	-	292,000	292,000	377,000	374,000
28	1991 Fire Facility	-	1,071,000	1,071,000	1,059,000	1,035,000
31	Municipal Facilities	-	360,000	360,000	354,000	345,000
32	Park Improvements	-	3,587,000	3,587,000	3,542,000	3,469,000
33	Street & Drainage Improvement	-	159,000	159,000	(132,000)	3,187,000
35	Capital Reserve	-	28,100,000	28,100,000	26,902,000	27,686,000
38	DART L.A.P.	-	685,000	685,000	677,000	643,000
39	Spring Creekwalk	-	21,000	21,000	20,000	20,000
52	Park Service Areas	-	4,357,000	4,357,000	4,190,000	3,935,000
53	Creative & Performing Arts	-	1,517,000	1,517,000	1,499,000	1,396,000
54	Animal Control Facilities	-	188,000	188,000	187,000	203,000
60	Joint Use Facilities	-	507,000	507,000	501,000	485,000
110	G.O. Bond Clearing - 1999	-	2,216,000	2,216,000	2,478,000	2,895,000
190	G.O. Bond Clearing - 2000	-	3,687,000	3,687,000	3,641,000	3,668,000
230	G.O. Bond Clearing - 2001	-	2,438,000	2,438,000	2,558,000	2,752,000
240	G.O. Bond Clearing - 2001-A	-	184,000	184,000	182,000	199,000
250	Tax Notes Clearing - 2001-A	-	245,000	245,000	253,000	400,000
92	G.O. Bond Refund/Clearing - 2002	-	1,000	1,000	266,000	458,000
270	G.O. Bond Refund/Clearing - 2003	-	1,674,000	1,674,000	1,818,000	5,618,000
310	G.O. Bond Refund/Clearing - 2005	-	16,351,000	16,351,000	27,403,000	-
		-	70,110,000	70,110,000	80,566,000	61,578,000
<b>ENTERPRISE FUNDS:</b>						
26	Municipal Drainage CIP	-	82,000	82,000	81,000	689,000
34	Sewer CIP	-	4,187,000	4,187,000	4,361,000	7,313,000
36	Water CIP	-	5,471,000	5,471,000	5,108,000	7,653,000
37	Downtown Center Development	-	41,000	41,000	41,000	15,000
41	Water & Sewer - Operating	306,000	5,333,000	5,639,000	3,676,000	(1,339,000)
42	Water & Sewer - Debt Service	-	3,182,000	3,182,000	1,594,000	3,156,000
43	Municipal Drainage - Debt Service	-	2,924,000	2,924,000	2,481,000	4,784,000
44	W & S Impact Fees Clearing	-	1,664,000	1,664,000	1,131,000	300,000
45	Environmental Waste Services	49,000	(555,000)	(506,000)	1,193,000	329,000
46	Convention & Tourism	4,000	2,081,000	2,085,000	1,902,000	1,077,000
81	Friends of Plano Centre	-	3,000	3,000	3,000	3,000
47	Municipal Drainage	17,000	3,365,000	3,382,000	3,295,000	1,769,000
48	Municipal Golf Course	-	1,000	1,000	69,000	(27,000)
49	Property Management	-	317,000	317,000	287,000	280,000
51	Recreation Revolving	-	689,000	689,000	778,000	546,000
95	W & S Bond Clearing - 1990	-	179,000	179,000	177,000	175,000
96	W & S Bond Clearing - 1991	-	99,000	99,000	98,000	97,000
101	W & S Bond Clearing - 1993A	-	267,000	267,000	264,000	261,000
103	Municipal Bond Drain Clearing-1995	-	254,000	254,000	251,000	248,000
104	Municipal Drain Bond Clearing-1996	-	159,000	159,000	157,000	155,000
107	Municipal Drain Bond Clearing-1997	-	226,000	226,000	223,000	221,000
108	Municipal Drain Bond Clearing-1998	-	76,000	76,000	75,000	74,000
210	Municipal Drain Bond Clearing-1999	-	141,000	141,000	139,000	138,000
260	Municipal Drain Rev Bond Clearing - 200	-	117,000	117,000	116,000	115,000
280	Municipal Drain Rev Bond Clearing - 200	-	31,000	31,000	31,000	30,000
320	Municipal Drain Rev Bond Clearing - 200	-	2,186,000	2,186,000	2,302,000	-
		376,000	32,520,000	32,896,000	29,833,000	28,062,000

# EQUITY IN TREASURY POOL

## FEBRUARY, 2006

FUND NO.	FUND NAME	CASH	EQUITY IN TREASURY POOL	TOTAL 2/28/06	TOTAL 10/01/05	TOTAL 2/28/05
<b>SPECIAL REVENUE FUNDS:</b>						
2	Sproles Library	-	260,000	260,000	257,000	254,000
4	TIF-Mall	-	30,000	30,000	30,000	20,000
5	TIF-East Side	-	4,374,000	4,374,000	4,374,000	3,326,000
11	LLEBG-Police Grant	-	78,000	78,000	37,000	127,000
12	Criminal Investigation	-	762,000	762,000	756,000	711,000
13	Grant	-	(675,000)	(675,000)	-	(362,000)
14	Wireline Fees	-	191,000	191,000	301,000	228,000
15	Judicial Efficiency	-	86,000	86,000	86,000	71,000
16	Industrial	-	16,000	16,000	16,000	15,000
17	Intergovernmental	-	277,000	277,000	262,000	265,000
18	Government Access/CATV	-	389,000	389,000	322,000	440,000
19	Teen Court Program	-	26,000	26,000	22,000	18,000
20	Municipal Courts Technology	-	1,124,000	1,124,000	1,050,000	978,000
55	Municipal Court-Building Security Fees	-	1,055,000	1,055,000	996,000	920,000
56	911 Reserve Fund	-	5,139,000	5,139,000	4,771,000	4,615,000
57	State Library Grants	-	(1,000)	(1,000)	-	-
67	Disaster Relief	-	(1,526,000)	(1,526,000)	-	-
68	Animal Shelter Donations	-	45,000	45,000	31,000	-
73	Memorial Library	-	187,000	187,000	166,000	211,000
86	Juvenile Case Manager	-	15,000	15,000	-	-
88	Child Safety	-	536,000	536,000	-	-
		-	12,388,000	12,388,000	13,477,000	11,837,000
<b>INTERNAL SERVICE FUNDS:</b>						
6	Public Safety Technology	-	2,644,000	2,644,000	1,495,000	2,415,000
9	Technology Infrastructure	-	4,108,000	4,108,000	3,671,000	4,004,000
58	PC Replacement	-	1,129,000	1,129,000	825,000	783,000
59	Service Center	-	115,000	115,000	115,000	114,000
61	Equipment Maintenance	-	(4,020,000)	(4,020,000)	-	(3,481,000)
62	Information Technology	-	2,918,000	2,918,000	3,060,000	3,237,000
63	Office Services	-	(388,000)	(388,000)	-	(346,000)
64	Warehouse	-	284,000	284,000	309,000	100,000
65	Property/Liability Loss	-	5,437,000	5,437,000	5,398,000	5,413,000
66	Technology Services	-	9,181,000	9,181,000	8,991,000	7,488,000
71	Equipment Replacement	-	9,844,000	9,844,000	6,777,000	9,064,000
78	Health Claims	-	15,140,000	15,140,000	12,412,000	9,861,000
79	Parkway Service Ctr. Expansion	-	898,000	898,000	2,048,000	3,618,000
		-	47,290,000	47,290,000	45,101,000	42,270,000
<b>FIDUCIARY FUNDS:</b>						
7	Unclaimed Property	-	39,000	39,000	35,000	35,000
8	Library Training Lab	-	8,000	8,000	7,000	3,000
69	Collin County Seized Assets	-	238,000	238,000	232,000	136,000
74	Developers' Escrow	-	6,868,000	6,868,000	6,812,000	6,921,000
76	Economic Development	-	1,077,000	1,077,000	977,000	961,000
84	Rebate	-	1,639,000	1,639,000	1,630,000	853,000
		-	9,869,000	9,869,000	9,693,000	8,909,000
<b>TOTAL</b>		\$ 455,000	279,499,000	279,954,000	216,277,000	250,486,000
			<b>TRUST INVESTMENTS</b>	<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>
		<b>CASH</b>		<b>2/28/06</b>	<b>10/01/05</b>	<b>2/28/05</b>
<b>TRUST FUNDS</b>						
42	Water & Sewer Reserve	\$ -	935,000	935,000	913,000	914,000
72	Retirement Security Plan	-	53,866,000	53,866,000	42,016,000	46,976,000
<b>TOTAL TRUST FUNDS</b>		\$ -	54,801,000	54,801,000	42,929,000	47,890,000

A Treasury Pool fund has been created for the purpose of consolidating cash and investments. All City funds not restricted or held in trust are included in this consolidated fund. Each fund's "Equity in Treasury Pool" represents the fund's proportionate share of the Treasury Pool Fund. At February 28, 2006 the Treasury Pool, including an adjustment to Fair Value as required by GASB 31, consisted of the following:

Cash	8,030,000
Local Government Investment Pool	43,957,000
Federal Securities	211,494,000
Certificates of Deposit	19,000,000
Fair Value Adjustment	(4,275,000)
Interest Receivable	1,293,000
	<u>279,499,000</u>

# ANALYSIS OF CLAIMS PAYMENTS

## HEALTH CLAIMS FUND THROUGH FEBRUARY 28 OF FISCAL YEARS 2006 AND 2005

Health Claims Fund	Quarterly Variance Favorable (Unfavorable)			1 month Variance Favorable (Unfavorable)			1 Month Variance Favorable (Unfavorable)			Year to Date Variance Favorable (Unfavorable)		
	FY 05-06 1st Quarter	FY 04-05 1st Quarter		FY 05-06 January	FY 04-05 January		FY 05-06 February	FY 04-05 February		FY 05-06 Total	FY 04-05 Total	
<b>Revenues</b>												
Employees Health Ins. Contributions	\$ 523,000	\$ 512,000	11,000	176,000	\$ 171,000	5,000	178,000	\$ 172,000	6,000	\$ 877,000	\$ 855,000	22,000
Employers Health Ins. Contributions	4,409,000	5,051,000	(642,000)	1,479,000	1,425,000	54,000	1,484,000	1,447,000	37,000	7,372,000	7,923,000	(551,000)
Contributions for Retirees	117,000	105,000	12,000	40,000	35,000	5,000	42,000	37,000	5,000	199,000	177,000	22,000
Cobra Insurance Receipts	5,000	13,000	(8,000)	4,000	3,000	1,000	3,000	2,000	1,000	12,000	18,000	(6,000)
Retiree Insurance Receipts	66,000	79,000	(13,000)	39,000	22,000	17,000	23,000	22,000	1,000	128,000	123,000	5,000
City Council Receipts	3,000	3,000	-	1,000	-	1,000	-	1,000	(1,000)	4,000	4,000	-
Plano Housing Authority	7,000	18,000	(11,000)	4,000	4,000	-	4,000	3,000	1,000	15,000	25,000	(10,000)
Interest	89,000	20,000	69,000	39,000	19,000	20,000	45,000	20,000	25,000	173,000	59,000	114,000
<b>Total Revenues</b>	<b>5,219,000</b>	<b>5,801,000</b>	<b>(582,000)</b>	<b>1,782,000</b>	<b>1,679,000</b>	<b>103,000</b>	<b>1,779,000</b>	<b>1,704,000</b>	<b>75,000</b>	<b>8,780,000</b>	<b>9,184,000</b>	<b>(404,000)</b>
<b>Expenses</b>												
Insurance	284,000	270,000	(14,000)	97,000	84,000	(13,000)	141,000	104,000	(37,000)	522,000	458,000	(64,000)
Contracts- Professional Svc.	37,000	80,000	43,000	47,000	7,000	(40,000)	-	7,000	7,000	84,000	94,000	10,000
Contracts- Other	214,000	214,000	-	135,000	80,000	(55,000)	23,000	62,000	39,000	372,000	356,000	(16,000)
Health Claims Paid	(198,000)	(130,000)	68,000	104,000	4,000	(100,000)	(1,000)	33,000	34,000	(95,000)	(93,000)	2,000
Health Claims - Prescription	562,000	-	(562,000)	117,000	84,000	(33,000)	131,000	96,000	(35,000)	810,000	180,000	(630,000)
Health Claims Paid -UHC	2,665,000	2,834,000	169,000	876,000	1,055,000	179,000	694,000	718,000	24,000	4,235,000	4,607,000	372,000
Health Claims Paid-EBS	-	28,000	28,000	-	7,000	7,000	-	-	-	-	35,000	35,000
Cobra Insurance Paid	1,000	1,000	-	-	1,000	1,000	-	1,000	1,000	1,000	3,000	2,000
Retiree Insurance Paid	22,000	18,000	(4,000)	16,000	6,000	(10,000)	-	7,000	7,000	38,000	31,000	(7,000)
Plano Housing Authority	1,000	1,000	-	2,000	1,000	(1,000)	-	-	-	3,000	2,000	(1,000)
<b>Total Expenses</b>	<b>3,588,000</b>	<b>3,316,000</b>	<b>(272,000)</b>	<b>1,394,000</b>	<b>1,329,000</b>	<b>(65,000)</b>	<b>988,000</b>	<b>1,028,000</b>	<b>40,000</b>	<b>5,970,000</b>	<b>5,673,000</b>	<b>(297,000)</b>
<b>Net increase (decrease)</b>	<b>\$ 1,631,000</b>	<b>\$ 2,485,000</b>	<b>(854,000)</b>	<b>388,000</b>	<b>350,000</b>	<b>38,000</b>	<b>791,000</b>	<b>676,000</b>	<b>115,000</b>	<b>\$ 2,810,000</b>	<b>\$ 3,511,000</b>	<b>(701,000)</b>
Health Claims Fund Balance - Cumulative	\$ 11,426,000	\$ 6,232,000	5,194,000	\$ 11,813,000	\$ 6,581,000	5,232,000	\$ 12,604,000	\$ 7,256,000	5,348,000			

## PROPERTY LIABILITY LOSS FUND THROUGH FEBRUARY 28 OF FISCAL YEARS 2006, 2005 AND 2004

PROPERTY LIABILITY LOSS FUND	Fiscal Year 2006	Fiscal Year 2005	Fiscal Year 2004
Claims Paid per General Ledger	\$ 466,000	608,000	532,000
Net Judgments/Damages/Attorney Fees	343,000	195,000	240,000
<b>Total Expenses</b>	<b>\$ 809,000</b>	<b>803,000</b>	<b>772,000</b>
<b>Fund Balance</b>	<b>\$ 1,799,000</b>	<b>2,255,000</b>	<b>2,433,000</b>

**CURRENT CAPITAL IMPROVEMENT PROJECTS  
STATUS REPORT  
AS OF FEBRUARY 2006**

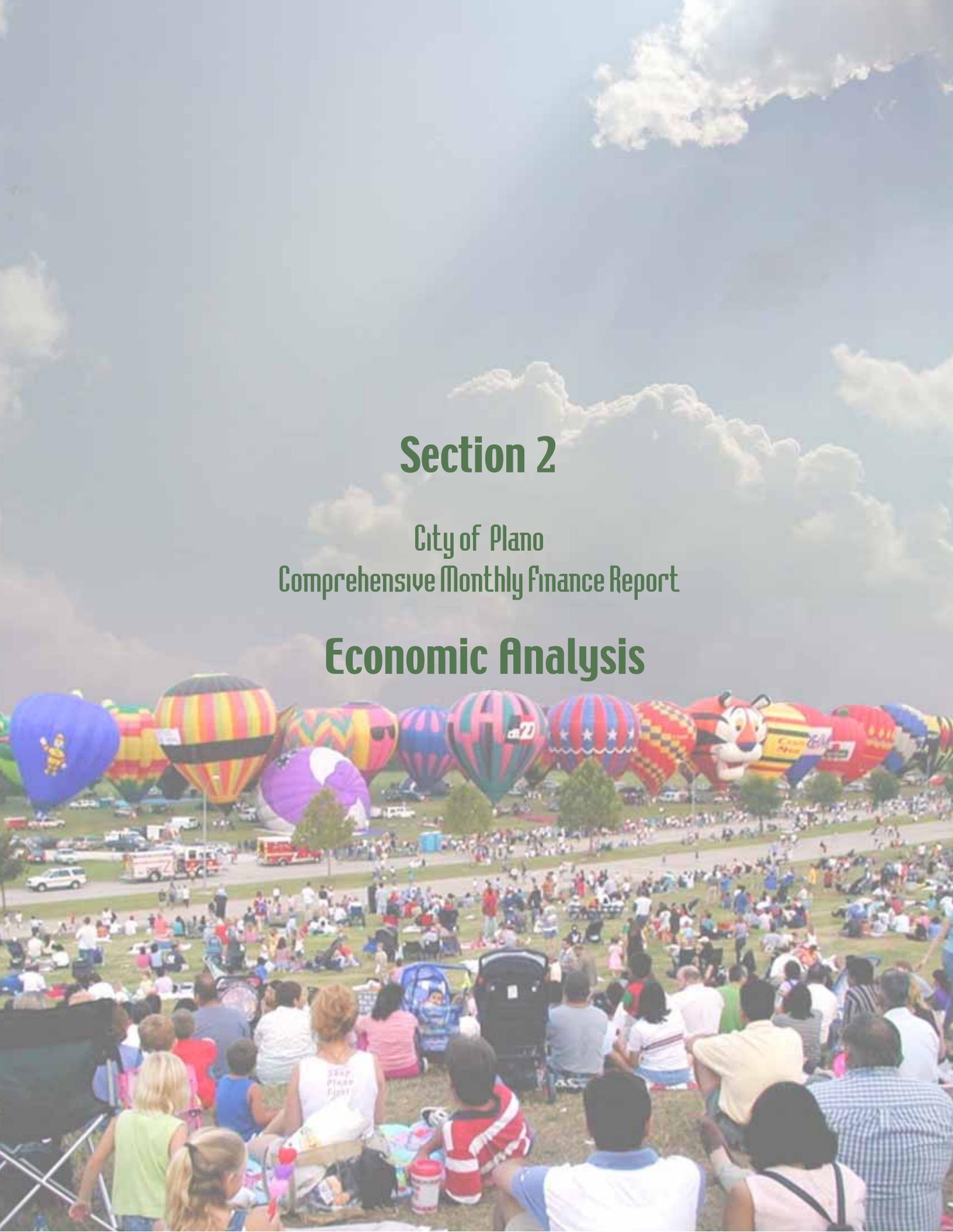
<u>Project Description</u>	<u>Construction Start (Est.) Complete (Est.)</u>	<u>2005-06 Budget (thousands)</u>	<u>Total Project Budget (thousands)</u>	<u>Inception to Date Cost (thousands)</u>	<u>Encumbrances (thousands)</u>	<u>Comments:</u>
<u>12<sup>th</sup> STREET, 12<sup>th</sup> Avenue to J Avenue</u>	11/05 09/06	300	710	269	718	Horizon North turn lane is completed. Work on the intersection improvements is 95% complete. Storm sewer pipes are installed on 12 <sup>th</sup> Place , 12 <sup>th</sup> Street and J Avenue.
<u>15<sup>th</sup> STREET - Ave G to Ave I</u>	05/06 01/07	953	1,195	266	6	Addressing comments made by TxDOT (Austin) on the final bid package.
<u>ALMA ROAD WHITETOPPING - Plano Parkway to 15<sup>th</sup> Street</u>	05/06 11/06	1,376	1,526	93	39	Plans have been submitted for final review.
<u>BRIARCREEK SANITARY SEWER CAPACITY, PH. II</u>	11/04 03/06	43	2,143	1,556	337	Sanitary sewer construction is complete. Project acceptance pending Jim Bowman's return of acceptance letters from residents.
<u>COMMUNICATIONS -Falls to Parker</u>	04/06 11/06	700	780	57	13	Final plans have been completed. Project was bid on February 8 <sup>th</sup> , with Jim Bowman submitting the apparent low bid.
<u>COMMUNICATIONS Spring Creek to Tennyson</u>	11/06 11/07	200	1,500	-	190	Engineer authorized to proceed with design on December 14 <sup>th</sup> . Field survey work is complete. Design is underway.
<u>FIRE STATION 11</u>	01/05 04/06	-	3,337	2,027	834	Underground utilities and grade beam completed. Fire lane completed. Roofing being completed.
<u>FIRE STATION 12/LOGISTICS FACILITY</u>	11/06 12/07	1,800	7,702	31	-	Negotiating for land acquisition and architectural services.
<u>INTERSECTION IMPROVEMENTS - 2004</u>	07/06 03/07	762	1,247	83	74	Pre-final plans have been reviewed for three locations and returned to the consultant for correction. Pre-final plans have been reviewed on the Coit /Legacy intersection and returned to the consultant for correction.
<u>INTERSECTION IMPROVEMENTS - 2005</u>	07/06 02/07	764	850	88	129	Contract modification has been executed to perform additional design work to resolve a conflict with the existing drainage system on Coit Road and to provide additional left turn lane storage on Plano Pkwy. at Coit Road.
<u>INTERSECTION IMPROVEMENTS - Jupiter/Plano Pkwy</u>	09/07 02/08	590	723	73	48	Final revised schematics and ESA (Categorical Exclusion) under review by TxDOT.
<u>INTERSECTION IMPROVEMENTS - Preston and Legacy</u>	07/07 04/08	120	2,500	50	13	Parsons Transportation Group presented alternatives to City staff December 1 <sup>st</sup> . Final design report reviewed January 15 <sup>th</sup> at meeting with Parsons. Final report due second week of February.

**CURRENT CAPITAL IMPROVEMENT PROJECTS  
STATUS REPORT  
AS OF FEBRUARY 2006**

<u>Project Description</u>	<u>Construction Start (Est.) Complete (Est.)</u>	<u>2005-06 Budget (thousands)</u>	<u>Total Project Budget (thousands)</u>	<u>Inception to Date Cost (thousands)</u>	<u>Encumbrances (thousands)</u>	<u>Comments:</u>
<u>INTERSECTION IMPROVEMENTS - Preston/Plano Pkwy.</u>	07/07 04/08	120	2,000	59	-	Final report presented to Council September 26 <sup>th</sup> . Median left alternative presentations are complete. City staff is in negotiation for design engineering services.
<u>INTERSECTION IMPROVEMENTS - Spring Creek Parkway and K Avenue.</u>	07/06 12/06	75	75	28	47	The intersection improvement concept plan has been reviewed and approved by City staff. The consultant has been given notice to proceed with the preliminary design.
<u>INTERSECTION IMPROVEMENTS - Spring Creek Parkway and Coit</u>	01/08 10/08	100	2,000	84	-	The original traffic study is complete and has been approved by City Council on January 9 <sup>th</sup> . One additional alternate will be studied before proceeding to plan design.
<u>JANWOOD - Alma to Westwood</u>	02/05 03/06	725	2,217	1,759	145	The contractor is working on the punch list.
<u>LOS RIOS - Parker to Jupiter</u>	07/04 05/06	141	8,397	5,545	216	Landscaping and ground stabilization operations are continuing.
<u>MCDERMOTT - Coit To Custer</u>	05/06 02/07	2,529	2,709	191	17	90% plans have been received from the engineer and are being reviewed.
<u>MCDERMOTT - Coit To Ohio</u>	03/07 03/08	200	4,065	313	32	90% plans have been received and are being reviewed by City staff. We have received TXDOT comments on the schematic
<u>MIDWAY ROAD WIDENING - Parker to Spring Creek Parkway</u>	10/06 07/07	10	2,052	66	67	Construction plans have been submitted to the City for 90% review comments.
<u>TOM MUEHLENBECK RECREATION CENTER</u>	03/06 03/07	12,153	21,000	1,523	318	Award of bid for construction scheduled for Council consideration February 13 <sup>th</sup> .
<u>P AVENUE - 18<sup>th</sup> to Park</u>	03/06 02/07	2,705	2,985	137	2,200	Construction bid awarded to Tri-Con at the January 9 <sup>th</sup> Council meeting. Pre-construction meeting is scheduled for February 13 <sup>th</sup> . Neighborhood meeting was held February 2 <sup>nd</sup> .
<u>PARKER ROAD - K Ave. to P Ave.</u>	06/06 12/07	2,255	4,065	263	108	Pre-final plans have been reviewed by City staff and returned to the consultant for correction.
<u>PARKER ROAD ESTATES WEST WATER REHAB</u>	09/06 06/07	-	1,650	132	20	Under design.
<u>PARKWOOD BOULEVARD - Park Boulevard to Spring Creek Parkway</u>	10/06 10/07	250	3,000	62	173	Survey work started in November.

**CURRENT CAPITAL IMPROVEMENT PROJECTS  
STATUS REPORT  
AS OF FEBRUARY 2006**

<u>Project Description</u>	<u>Construction Start (Est.) Complete (Est.)</u>	<u>2005-06 Budget (thousands)</u>	<u>Total Project Budget (thousands)</u>	<u>Inception to Date Cost (thousands)</u>	<u>Encumbrances (thousands)</u>	<u>Comments:</u>
<u>PLANO PARKWAY- Los Rios to 14<sup>th</sup></u>	06/05 06/06	1,968	3,859	1,693	1,936	Traffic relocation on 14 <sup>th</sup> Street will begin January 9 <sup>th</sup> . Glen Thurman will commence with the part north of the railroad to 14 <sup>th</sup> Street. Project completion expected June.
<u>PLANO PARKWAY- Tollroad to Park</u>	05/06 02/07	1,861	2,628	298	62	Plans are complete except right-of-way acquisition from Billingsley.
<u>RAILROAD CROSSINGS -Quiet Zones</u>	04/06 09/06	100	1,117	441	8	Agreement papers from KCS Railroad still pending. A meeting is scheduled for February 9 <sup>th</sup> .
<u>RIDGEVIEW DRIVE Custer to Independence</u>	08/05 06/06	2,000	3,000	1,518	1,331	Bridge beams have been set and work on the deck is proceeding. Contractor opened a section of the new westbound lanes west of the bridge so that work on the eastbound side can begin.
<u>SHILOH - Roy al Oaks to Parker</u>	10/05 06/06	1,100	2,081	1,455	1,176	All fill has been placed. The storm sewer is complete. Beams were set on the bridge February 1 <sup>st</sup> .
<u>TOLLROAD SERVICE ROADS - Spring Creek Pkwy to Headquarters</u>	03/05 02/06	6	1,412	1,273	122	All roadway lane paving is complete. Some work remains to be done on median nose paving, street light conduit and sodding at various locations.
<u>US 75 RAMP IMPROVEMENTS</u>	01/06 01/07	1,000	2,099	2,102	6	Work began on February 6 <sup>th</sup> .
<u>US 75/PARKER ROAD INTERCHANGE</u>	04/07 10/08	1,000	6,250	280	1,244	Design kick-off meeting with TxDOT and design engineer was held January 10 <sup>th</sup> .
<u>WHIFFLETREE WATER REHAB</u>	02/06 12/06	1,450	1,600	133	1,492	Barson Utilities awarded construction contract at December 20 <sup>th</sup> City Council meeting. Pre-construction conference held and Notice to Proceed issued January 19 <sup>th</sup> . Neighborhood meeting held January 31 <sup>st</sup> .
<u>WYATT NORTH ADDITION PAVING &amp; WATER</u>	01/07 01/08	-	-	-	213	Brockett Davis Drake issued Notice to Proceed with engineering design December 13 <sup>th</sup> . Preliminary plans are due in April.



## Section 2

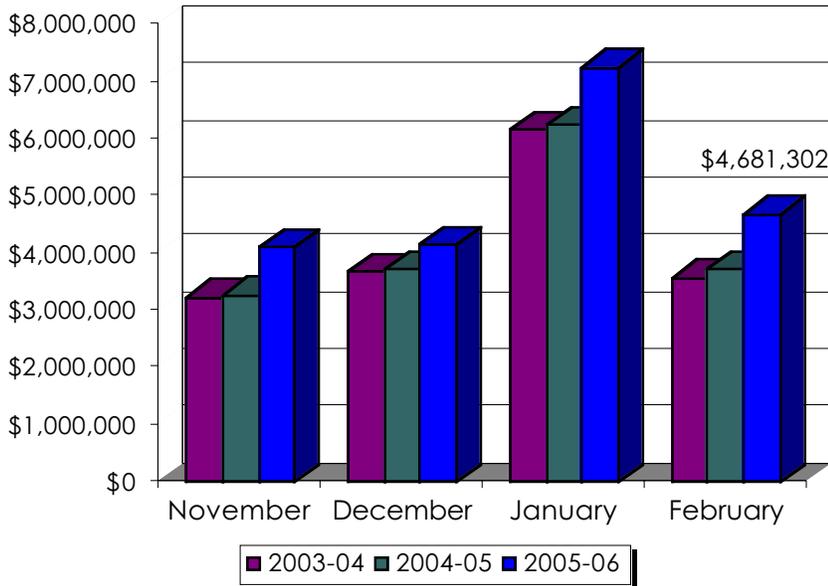
City of Plano  
Comprehensive Monthly Finance Report

## Economic Analysis

## Economic Analysis

Sales tax of \$4,681,302 was reported in February for the City of Plano. This amount represents an increase of 25.48% over the amount reported in February 2005.

**Sales Tax**  
Actual Monthly Revenue  
Figure I



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

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

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

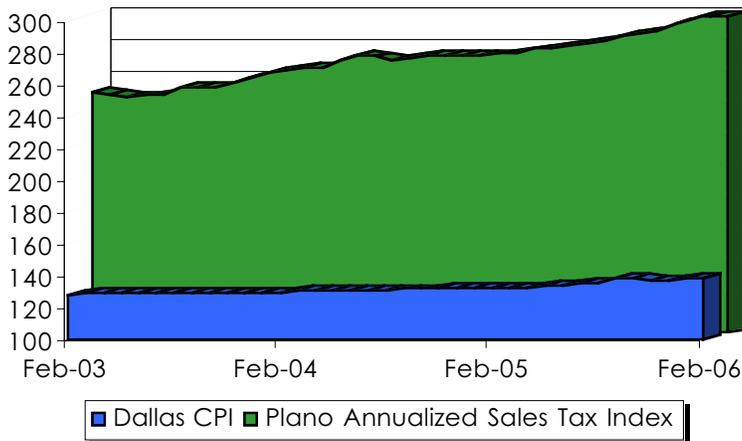


Figure II, left, tracks the percentage change in annualized sales tax revenues compared to the percentage change in the Dallas-area CPI, using 1982-84 as the base period. For February 2006, the adjusted CPI was 138.57 and the Sales Tax Index was 308.28.

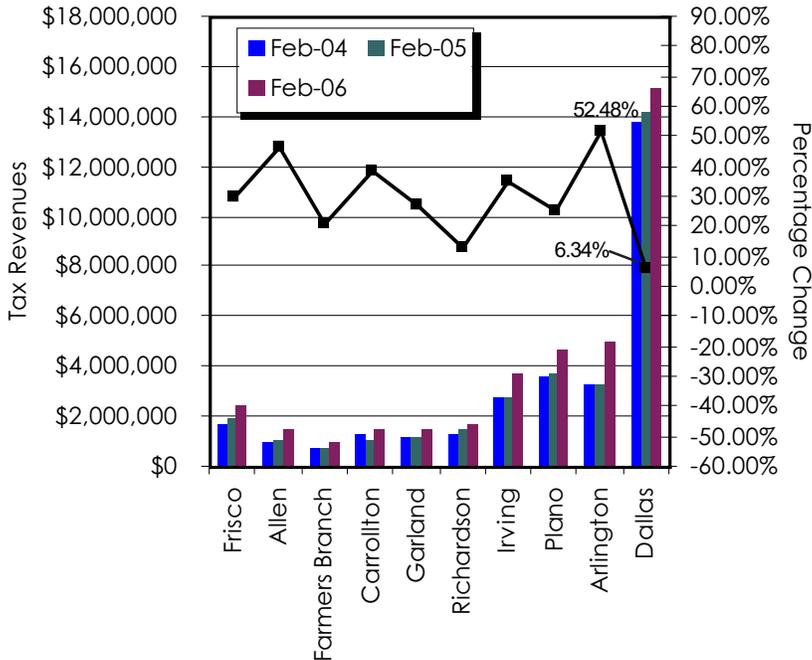
Since January 1998, the BLS has moved the Dallas-Area pricing cycle for CPI computation to odd-numbered months.

## Economic Analysis

Figure III shows sales tax receipts from February 2004 – February 2006 for the City of Plano and nine area cities. Each of the cities shown has a sales tax rate of 1%, except for the cities of Allen and Frisco, which have a 2% rate, but distribute half of the amount shown in the graph to 4A and 4B development corporations within their respective cities, and the City of Arlington which has a 1.75% sales tax rate with .25% dedicated to road maintenance and .50% for funding of the Dallas Cowboys Complex Development Project. For the February reporting month, the City of Plano received \$4,681,302 from this 1% tax.

### Sales Tax Comparisons City of Plano and Area Cities

Figure III

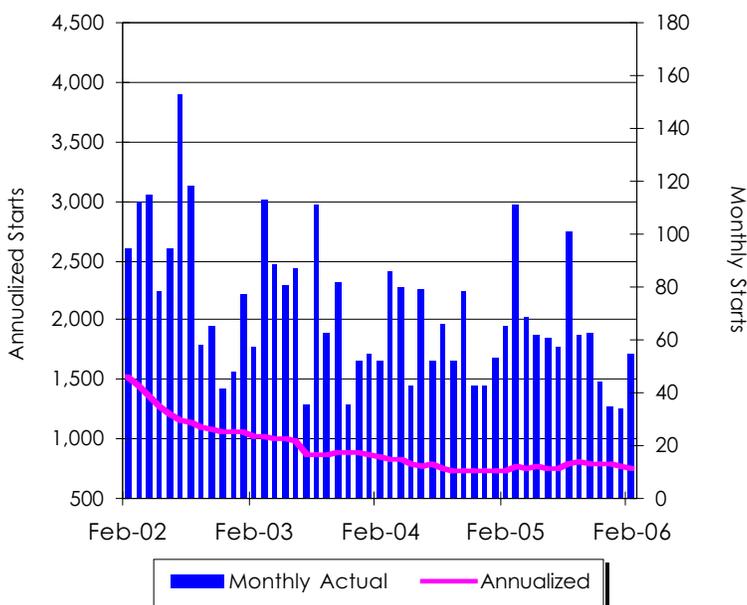


The percentage change in sales tax collections for the area cities from February 2005 to February 2006 ranged from 52.48% for the City of Arlington to 6.34% for the City of Dallas.

The percentage change in sales tax collections for the area cities from February 2005 to February 2006 ranged from 52.48% for the City of Arlington to 6.34% for the City of Dallas.

### Single Family Housing Starts

Figure IV



In February 2006, a total of 55 actual single-family housing permits, representing a value of \$10,861,359, were issued. This value represents a 23.25% decrease from the same period a year ago. Annualized single-family housing starts of 754 represent a value of \$144,636,137.

Figure IV above shows actual single-family housing starts versus annualized housing starts for February 2002 through February 2006.



# Economic Analysis

**Yield Curve**  
Figure V

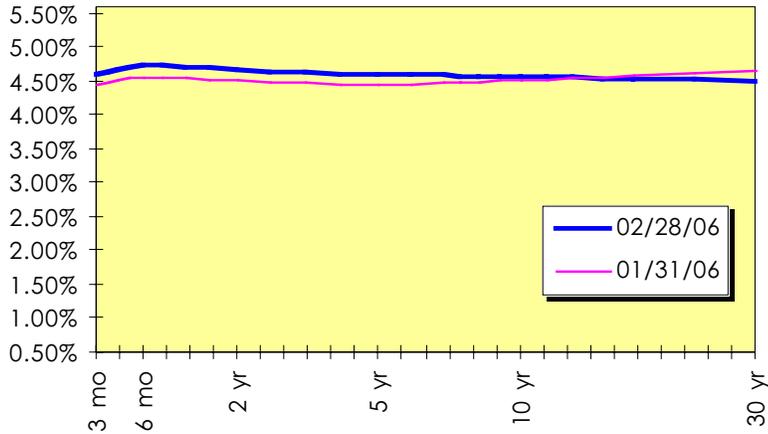


Figure V, left, shows the U.S. Treasury yield curve for February 28, 2006 in comparison to January 31, 2006. A majority of the reported treasury yields increased in the month of February, with the greatest increase in reported rates occurring in the 6-month sector at +15 basis points. The greatest decrease in reported rates occurred in the 30-year sector at -20 basis points.

**Unemployment Rates**  
Unadjusted Rate Comparison  
Figure VI

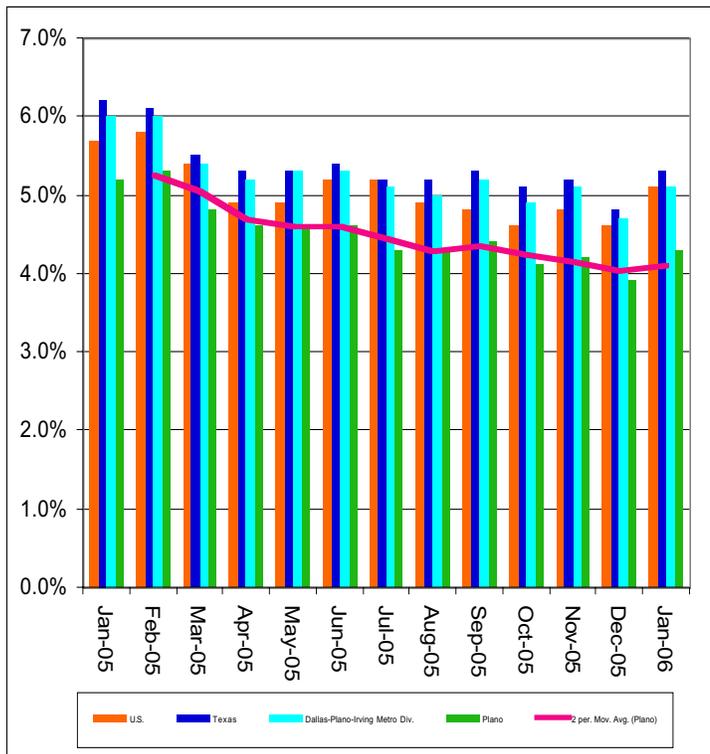


Figure VI shows unadjusted unemployment rates based on the BLS U.S. City Average, and LAUS estimates for the State of Texas, the Dallas-Plano-Irving Metropolitan Division and the City of Plano from January 2005 to January 2006.

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

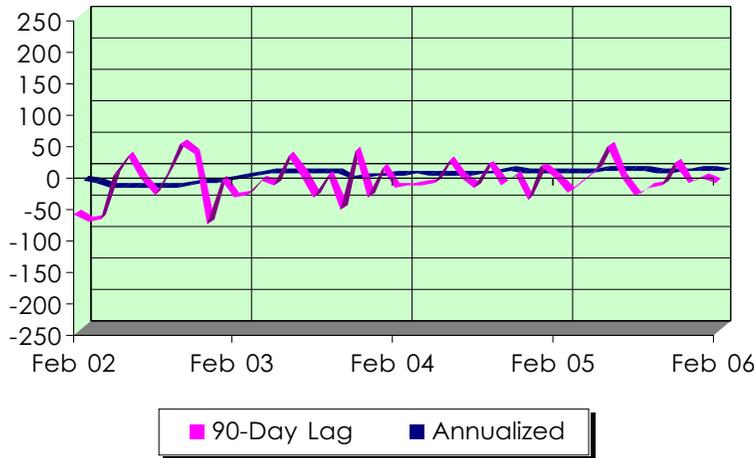


## Economic Analysis

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

### Housing Absorption 90-Day Lag From Permit Date

Figure VII

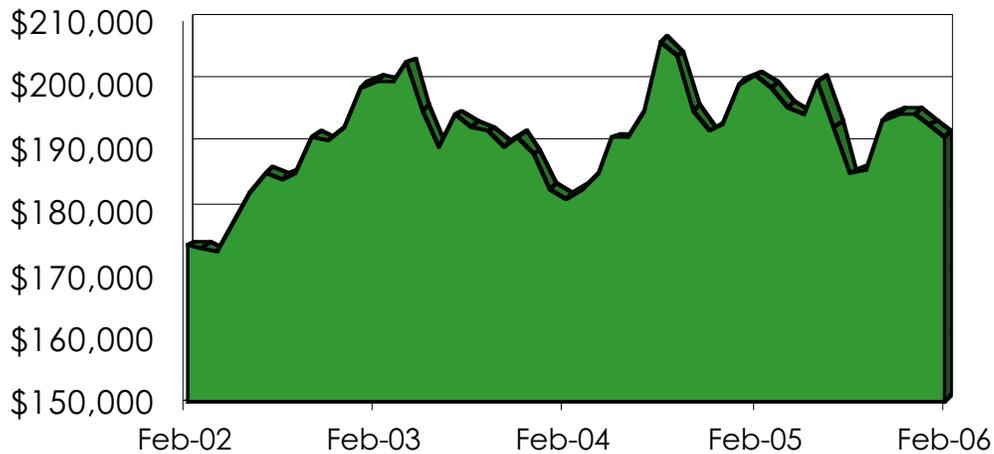


For the current month, the 90-day lag is -11 homes, meaning that in November 2005 there was 11 less housing starts than new refuse customers in February 2006. The annualized rate is -4 which means there was an average of 4 less housing starts than new garbage customers per month over the past year.

The annualized average declared construction value of new homes decreased 4.77% to \$191,825 when compared to February 2005.

### Single-Family New Home Value

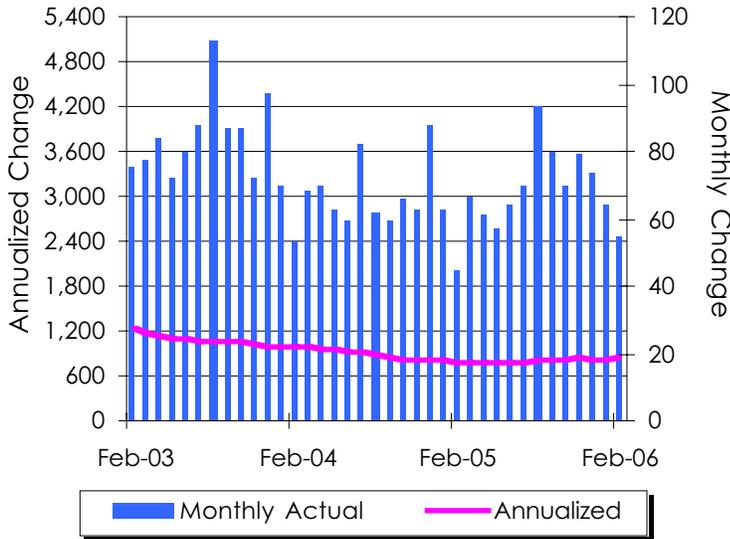
Figure VIII



# Economic Analysis

## Refuse Collections Accounts Net Gains/Losses

Figure IX

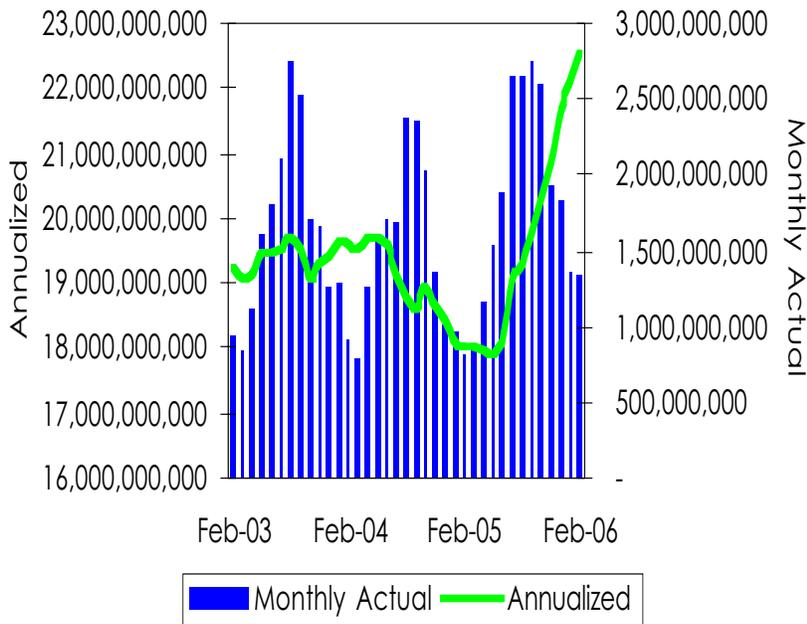


In February, net new refuse collection accounts totaled 55, in comparison to 45 new accounts in February of 2005. This change represents an increase of 22.22% year-to-year. Annualized new refuse accounts totaled 834, showing an increase of 44, or a 5.57% change when compared to the same time last year.

Figure IX shows actual versus annualized new refuse collection accounts.

## Local Water Consumption (Gallons)

Figure X



In February, the City of Plano pumped 1,259,782,000 gallons of water from the North Texas Municipal Water District (NTMWD). Consumption was 1,327,042,000 gallons among 76,578 billed water accounts while billed sewer accounts numbered 73,072. The minimum daily water pumpage was 38,141,000 gallons, which occurred on Saturday, February 25th. Maximum daily pumpage was 53,035,000 gallons and occurred on Wednesday, February 15th. This month's average daily pumpage was 44,992,000 gallons.

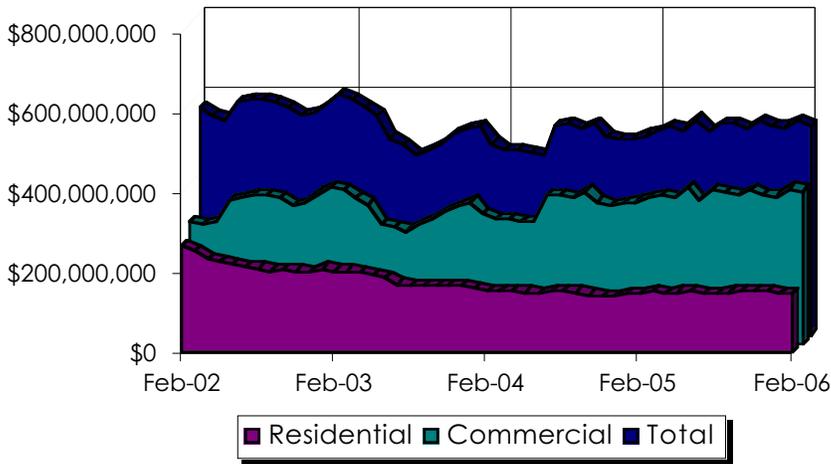
Figure X shows the monthly actual and annualized average for local water consumption.

## Economic Analysis

In February, a total of 132 new construction permits were issued, valued at \$41,884,046. This includes 55 single-family residences, 3 apartment buildings, 5 office/bank buildings, 1 school, 8 retail/restaurant/other, 1 other, 19 commercial additions/alterations, and 36 interior finish-outs, and 4 demolitions. There were 23 permits issued for pools/spas.

### Annualized Building Permit Values

Figure XI



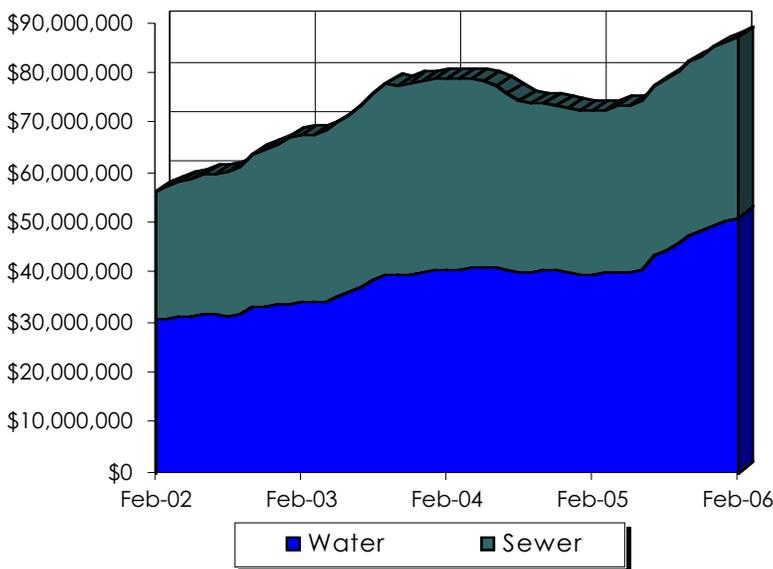
The overall annualized value was \$528,009,350, up 2.87% from the same period a year ago. The annualized value of new residential construction increased to a value of \$144,636,137, down 2.97% from a year ago. The annualized value of new commercial construction increased 5.25% to \$383,373,213.\*

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

The actual water and sewer customer billing revenues in February were \$2,940,908 and \$2,943,018, an increase of 39.61% and 9.92% respectively, compared to February 2005 revenues. The aggregate water and sewer accounts netted \$5,883,926 for an increase of 22.99%.

### Annualized Water & Sewer Billings

Figure XII



February consumption brought annualized revenue of \$51,160,662 for water and \$36,096,205 for sewer, totaling \$87,256,867. This total represents an increase of 20.58% compared to last year's annualized revenue.

Figure XII presents the annualized billing history of water and sewer revenues for February 2002 through February 2006.

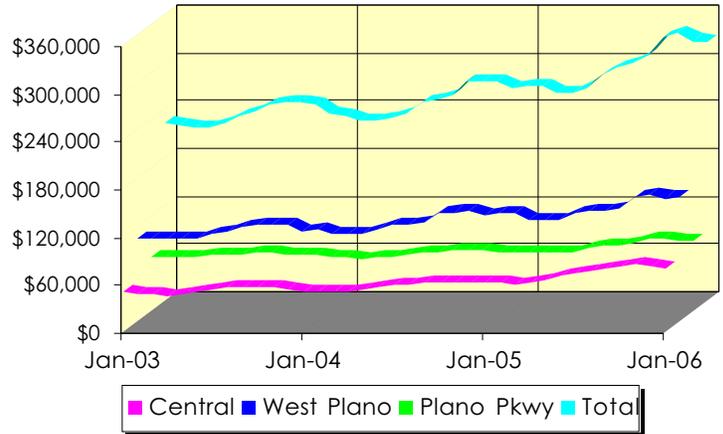


## Economic Analysis

January revenue from hotel/motel tax was \$303,290. This represents an increase of \$26,975 or 9.76% compared to January 2005. The average monthly revenue for the past six months (see graph) was \$323,783, an increase of 19.69% from the previous year's average. The six-month average for the Central area increased to \$80,466, the West Plano average increased to \$155,151, and the Plano Pkwy average increased to \$88,166 from the prior year.

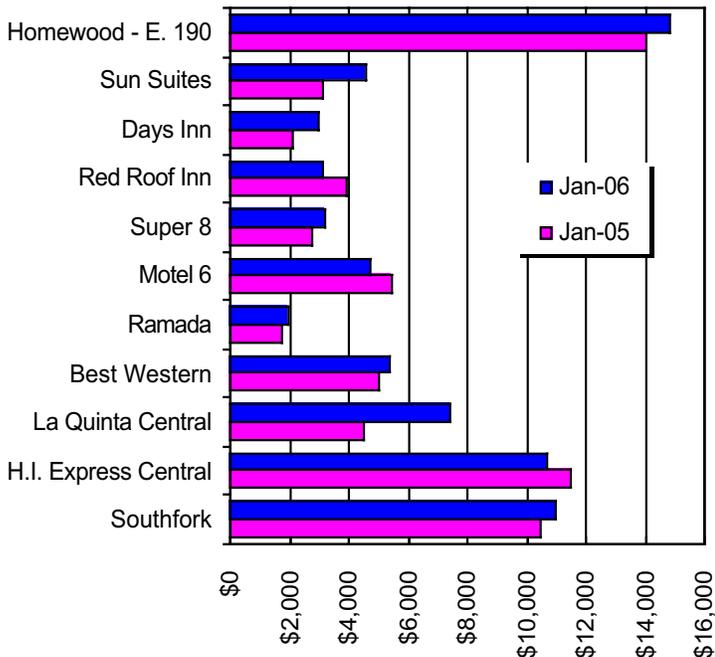
<sup>1</sup>This amount will not always equal the hotel/motel taxes reported in the financial section. The economic report is based on the amount of taxes earned during a month, while the financial report indicates when the City received the tax.

### Hotel/Motel Occupancy Tax Six Month Trend Figure XIII

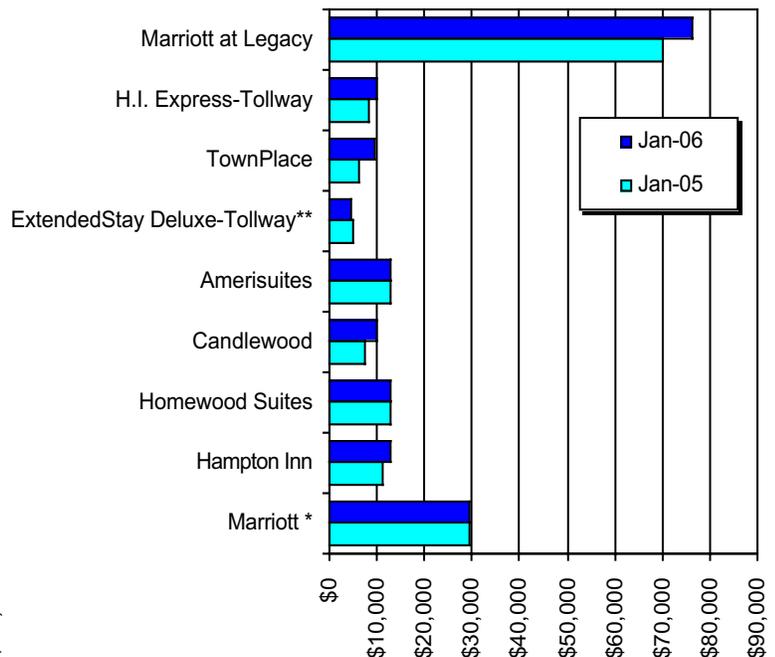


Figures XIV, XV and XVI show the actual occupancy tax revenue from each hotel/motel in Plano for January 2006 compared to the revenue received in January 2005.

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



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

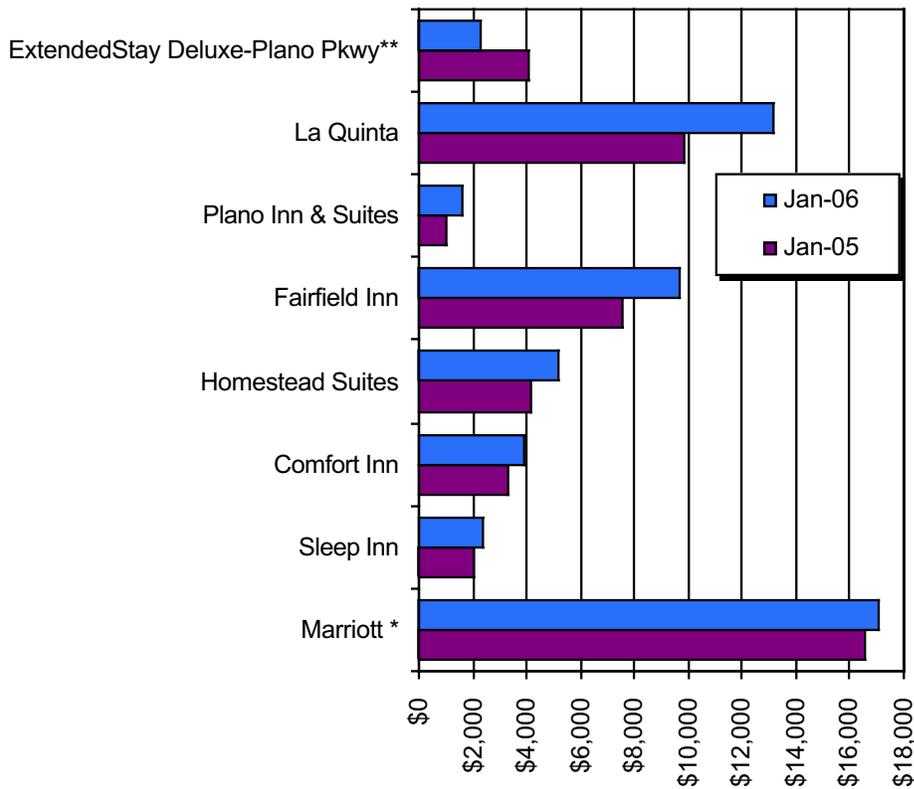


\*Wellesley Inn & Suites and Studio Plus became ExtendedStay Deluxe hotels in 2005.

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

# Economic Analysis

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



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

\*\* Formerly Studio Plus



# Section 3

## City of Plano Comprehensive Monthly Finance Report

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

# Investment Report



## INVESTMENT REPORT FEBRUARY, 2006

Interest received during February totaled \$796,649 and represents interest paid on maturing investments and coupon payments on investments. Interest allocation is based on average balances within each fund during the month.

During February, the two-year Treasury note yield increased throughout the month, starting at 4.38 and ending at 4.68.

As of February 28, a total of \$270.8 million was invested in the Treasury Fund. Of this amount, \$36.9 million was General Obligation Bond Funds, \$.5 million was Water & Sewer Revenue Bond Funds, and \$233.4 million was in the remaining funds.

Investments	Current Month Actual	Fiscal Y-T-D	Prior Fiscal Y-T-D	Prior Fiscal Year Total
(1) Funds Invested	\$15,500,000	\$82,478,000	\$82,052,000	\$151,353,000
(2) Interest Received	\$796,649	\$3,160,667*	\$2,253,966	\$6,338,580
(3) Earnings Potential Factor	125.9%	129.6%	114.1%	119.4%
(4) Investment Potential	104.0%	104.5%	105.9%	108.8%
(5) Actual Aggressive Dividend	\$166,893	\$119,952	\$341,731	\$653,700
(6) Average 2 Year T-Note Yield	4.66		3.37	

\* See interest allocation footnote on Page C-3.

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

### *Month-to-Month Comparison*

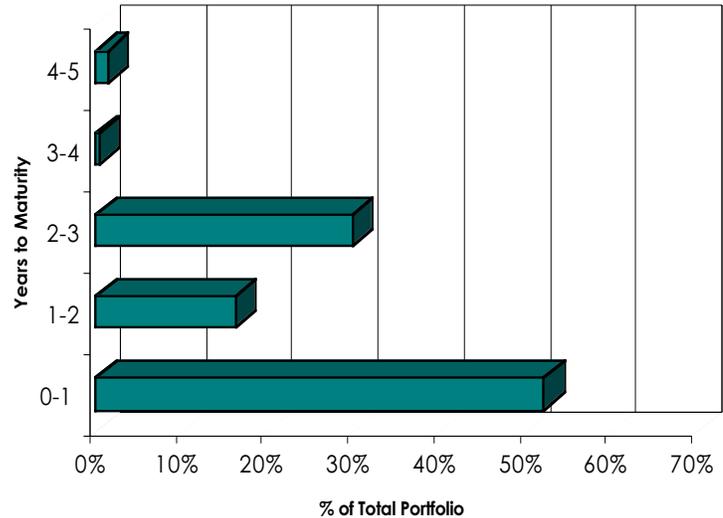
	Jan 06	Feb 06	Difference
Portfolio Holding Period Yield	3.57	3.70	.13 (13 basis points)
Avg. 2-Year T-Note Yield	4.38	4.66	.28 (28 basis points)



# INVESTMENT REPORT

## Portfolio Maturity Schedule Figure I

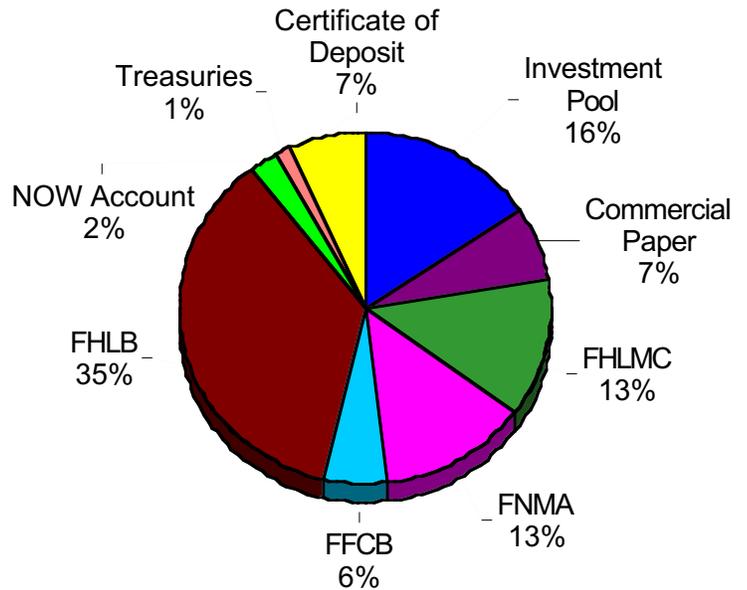
Years to Maturity*	Face Value	% Total
0-1	\$ 147,143,077	52.16%
1-2	45,540,000	16.14%
2-3	84,390,000	29.92%
3-4	1,000,000	0.35%
4-5	4,000,000	1.42%
<b>Total</b>	<b>\$ 282,073,077</b>	<b>100.00%</b>



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

## Portfolio Diversification Figure II

Type	Face Value	% Total
Investment Pool	\$ 43,957,340	15.58%
Commercial Paper	19,478,000	6.91%
FHLMC	35,665,000	12.64%
FNMA	36,500,000	12.94%
FFCB	15,695,000	5.56%
FHLB	100,780,000	35.73%
NOW Account	6,997,737	2.48%
Treasuries	4,000,000	1.42%
Certificate of Deposit	19,000,000	6.74%
<b>Total</b>	<b>\$ 282,073,077</b>	<b>100.00%</b>



# INVESTMENT REPORT

## *Allocated Interest/Fund Balances February, 2006* *Figure III*

Fund	Allocated Interest		Fund Balance	
	Current Month	Fiscal Y-T-D	End of Month	% of Total
General	183,803.22	498,334.10	\$68,419,989.61	25.27%
G.O. Debt Service	94,513.58	168,532.89	35,101,075.21	12.96%
Street & Drainage Improvements	484.31	(4,744.20)	158,083.80	0.06%
Sewer CIP	12,860.91	52,760.28	4,173,811.02	1.54%
Capital Reserve	85,280.63	343,960.47	28,014,196.24	10.35%
Water & Sewer Operating	18,017.53	72,586.45	5,314,870.05	1.96%
Water & Sewer Debt Service	9,232.75	30,161.64	3,173,195.76	1.17%
W & S Impact Fees Clearing	4,739.24	17,057.70	1,659,449.45	0.61%
Park Service Area Fees	13,245.94	53,864.45	4,343,434.02	1.60%
Property / Liability Loss	16,020.94	67,048.81	5,420,810.40	2.00%
Information Services	27,706.73	115,996.97	9,153,731.94	3.38%
Equipment Replacement	29,554.82	120,045.79	9,814,294.35	3.62%
Developers' Escrow	20,958.22	86,316.15	6,846,618.82	2.53%
G.O. Bond Funds	118,442.41	554,476.34	36,867,945.40	13.62%
Municipal Drainage Bond Clearing	9,730.57	40,304.34	3,180,075.98	1.17%
Other	151,258.15	623,730.48	49,048,994.93	18.11%
<b>Total</b>	<b>\$793,410.03</b>	<b>\$2,828,233.06</b>	<b>\$270,787,721.08</b>	<b>100.00%</b>

Footnote: All City funds not restricted or held in trust are included in the Treasury Pool. As of February 28, 2006, allocated interest to these funds may include an adjustment to fair value as required by GASB 31.

### *Portfolio Statistics*

Month	Total Invested (End of Month)	Portfolio Yield	# Securities		Weighted Avg Maturity (Days)	# Securities
			Purchased*	Matured/ Sold/Called		
Sep-04	193,870,437	2.71%	1	10	911	127
Oct-04	186,405,776	2.74%	4	4	925	127
Nov-04	184,228,731	2.80%	7	8	921	125
Dec-04	206,210,169	2.77%	5	2	801	128
Jan-05	239,173,039	2.75%	13	2	672	139
Feb-05	253,145,268	2.87%	9	4	809	144
Mar-05	239,564,985	2.83%	2	4	639	142
Apr-05	234,335,664	2.92%	2	5	628	139
May-05	222,340,943	2.93%	8	4	643	143
Jun-05	253,295,488	3.04%	4	4	544	143
Jul-05	248,309,619	3.08%	7	3	534	147
Aug-05	256,490,797	3.16%	4	12	491	139
Sep-05	220,697,804	3.15%	3	6	550	136
Oct-05	213,238,232	3.18%	3	4	549	135
Nov-05	206,838,872	3.22%	8	4	571	139
Dec-05	231,473,520	3.40%	13	3	507	149
Jan-06	259,337,641	3.57%	5	5	437	149
Feb-06	282,073,077	3.70%	6	3	429	152

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



# INVESTMENT REPORT

*Equity in Treasury Pool  
By Major Category  
Figure IV*

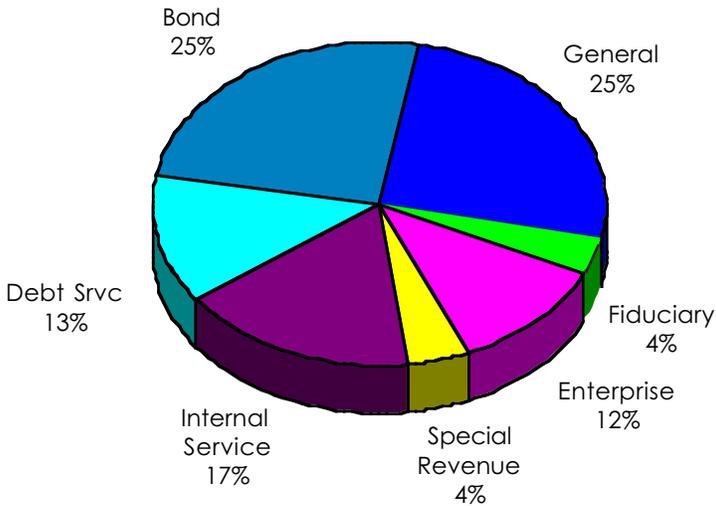
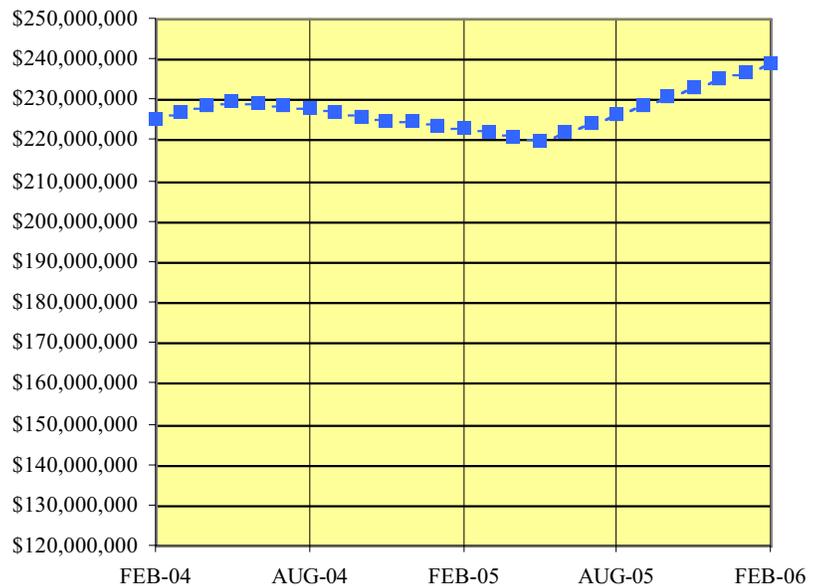


Figure IV shows a breakdown of the various sources of funds for the City's Treasury Pool as of February 28, 2006. The largest category is the General Fund in the amount of \$72.1 million. Closest behind are the Bond Funds with a total of \$70.1 million, and the Internal Service Funds with \$47.3 million.

*Annualized Average Portfolio  
Figure V*

The annualized average portfolio for February 28, 2006 was \$238,999,720. This is an increase of \$15,929,043 when compared to the February 2005 average of \$223,070,677.



Preliminary Open Meeting Item VIII.

Offsite Temporary Signs on  
Resident's Property

*POM VIIIa*

**Discussion/Action Items for Future Council Agendas  
(as of March 21, 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 25 – Plano Police Department, Perot Systems, 7 p.m.***

**April 10**

Keep Plano Beautiful Commission Report  
KPB Report

**April 24**

Community Relations Report  
Dart Report  
Mobility Report  
Comprehensive Monthly Financial Report  
Volunteer Recognition – Popik  
Community Relations Report  
Updates – Racial Profiling, 2005 Statistical Report (Rushin)

**Public Hearing:** Zoning Case 2006-03 - A request for a Specific Use Permit for Day Care Center on 1.0± acres located 500± feet east of Preston Road, 1,400± feet north of Park Boulevard. Zoned Retail. **Applicant: Adventure Kids Playcare**

**May 8**

Planning and Zoning Commission Report  
Drought Contingency Ordinance

***May 15 - Police Memorial Service, Haggard Park, 7 p.m.***

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

**May 22**

Dart Report  
Mobility Report  
Comprehensive Monthly Financial Report  
Transition/Revitalization Report

*IX.a*

*May 29 – Memorial Day Holiday*

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

***June 5 – 7, Council Workshop – Lyle Sumek***

**June 12**

Board of Adjustment Report

**June 26**

Dart Report

Mobility Report

Comprehensive Monthly Financial Report

Parks and Recreation Report

*July 4 – Independence Day Holiday*

**July 24**

Dart Report

Mobility Report

Comprehensive Monthly Financial Report

Building Standards Report

**July 26**

Budget Presentation

**August 14**

Technology Commission

**August 19**

Council Budget Worksession

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

**August 28**

Dart Report

Mobility Report

Comprehensive Monthly Financial Report

*1x4*

Retirement Security Plan Committee

*September 4 – Labor Day Holiday*

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

**September 11**

Self Sufficiency Report  
Adopt Operating Budget, Community Investment Program, Set Tax Rate

**September 25**

Dart Report  
Mobility Report  
Comprehensive Monthly Financial Report  
Plano Housing Report

**October 9**

TIF 1 and 2 Report

**October 23**

Dart Report  
Mobility Report  
Comprehensive Monthly Financial Report  
Youth Advisory Committee 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***

IXC

**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*

ixd



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	<b>3/27/06</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	<i>3/27/06</i>
Agenda Coordinator (include phone #): <b>Sharon Wright ext. 7107</b>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
<b>CAPTION</b>				
Special Recognition: Plano West Lady Wolves Basketball Team - State 5A Championship				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	<b>3/27/06</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	<i>3/28/06</i>
Agenda Coordinator (include phone #): <b>Sharon Wright ext. 7107</b>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
<b>CAPTION</b>				
Proclamation: National Library Week - 2006				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
FUND(s):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	<b>3/27/06</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	<i>3/8/06</i>
Agenda Coordinator (include phone #): <b>Sharon Wright ext. 7107</b>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
<b>CAPTION</b>				
Presentation: Texas Municipal Library Directors Association 2005 Achievement of Excellence in Libraries Award				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	<b>3/27/06</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	<i>[Signature]</i>
Agenda Coordinator (include phone #): <b>Sharon Wright ext. 7107</b>				
<b>ACTION REQUESTED:</b> <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
<b>CAPTION</b>				
Proclamation: Keep Plano Beautiful - Great American Cleanup				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	0	0	0	0
FUND(s):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	<b>3/27/06</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>Sharon Wright</i> 3/2/06	
Agenda Coordinator (include phone #):		<b>Sharon Wright ext. 7107</b>		
<b>ACTION REQUESTED:</b> <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
<b>CAPTION</b>				
Proclamation: Air Quality Month				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
<b>FISCAL YEAR:</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(s):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	<b>3/27/06</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck		Executive Director	
Dept Signature:		City Manager	<i>[Signature]</i>	3/21/06
Agenda Coordinator (include phone #): <b>Sharon Wright ext. 7107</b>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
<b>CAPTION</b>				
Presentaton: Building Inspections Department - Building Officials Association of Texas Award of Excellence				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	0	0	0	0
FUND(s):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	<b>3/27/06</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	<i>3/27/06</i>
Agenda Coordinator (include phone #): <b>Sharon Wright ext. 7107</b>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
<b>CAPTION</b>				
Presentaton: Bill McGovern - UTA Construction Research Center Building Inspector of the Year Award				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	0	0	0	0
FUND(s):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	<b>3/27/06</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	<i>3/27/06</i>
Agenda Coordinator (include phone #): <b>Sharon Wright ext. 7107</b>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
<b>CAPTION</b>				
Presentaton: Mamie Free - ICC North Texas Chapter Building Department Employee of the Year Award				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	0	0	0	0
FUND(s):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
March 16, 2006**

**COUNCIL MEMBERS**

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

**STAFF**

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

Mayor Evans called the meeting to order at 5:05 p.m., Thursday, March 16, 2006, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Member LaRosiliere. Council Members Stahel and Ellerbe were not present for the Executive Session. 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 6:00 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.

**Board and Commission Appointment Process**

Assistant City Secretary Zucco reviewed the board and commission reappointment and appointment process calendar of events and stated that this calendar mirrors last year's process. The Council concurred to move forward with the process as identified. Council Member Callison spoke in support of the "job fair" structure of the receptions. City Manager Muehlenbeck spoke to the good job done.

## **Personnel Appointments – Keep Plano Beautiful**

Upon a motion made by Council Member Callison and seconded by Council Member Stahel the Council voted 6-0 to appoint Kent Baker as a member of the Keep Plano Beautiful Commission.

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

Mayor Evans spoke to the issue of real estate directional open house signs placed on private property other than the property being advertised and where the property owner has given permission. She requested that an agenda item be brought forward at a future agenda regarding temporary offsite directional real estate signs on residential property. She requested that discussion be limited to looking at a four-hour (afternoon hours) period of time and on a day such as a Sunday, and with permission from a property owner residing on the street.

## **Consent Agenda**

Council Member Stahel advised that he will be stepping down from Consent Item “E,” authorizing the purchase of a service contract for IBM network servers due to a possible conflict of interest.

## **Council Reports**

Mayor Pro Tem Johnson advised that he attended the National League of Cities (NLC) conference in Washington D.C., that all Council Members represented Plano on a committee or board and that it was a very productive meeting. He spoke to discussions of CDBG funding issues and keeping the funding intact at least at last year’s level or with possible increases.

Council Member Stahel advised that he attended the NLC session where a luncheon was held to address a pilot program for a National Cities Network which will be an internet based portal for citizens and staff and that the City of Plano will be one of the eleven city participants in the program.

Nothing further was discussed. Mayor Evans adjourned the Preliminary meeting at 6:12 p.m.

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**Pat Evans, MAYOR**

ATTEST:

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Elaine Bealke, City Secretary

**PLANO CITY COUNCIL**  
**March 16, 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 on Thursday, March 16, 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 LaRosiliere.

The invocation was led by Senior Pastor Jeff Jones of the Fellowship Bible Church North.

The Pledge of Allegiance was led by Brownie Troop 1904 from Mendenhall, Meadow, Forman and Dooley Elementary Schools.

Mayor Evans presented a proclamation recognizing American Red Cross Month – 2006 and special recognition of the Council’s Volunteer of the Month – Angel Villaruel.

**GENERAL DISCUSSION**

Sharon Overall, citizen of the City, requested the Council withdraw their resolution related to S.H.121. She spoke to tollways as being unconstitutional and discriminatory to the poor and to providing fair and equal access to roads across the state.

Jack Lagos, citizen of the City, spoke to the Arts of Collin County audit documents referring to their status as a 501(c)(3) when they are unable to produce certification of this status. He requested an agenda item to discuss the matter.

## **BOARD/COMMISSION REPORTS**

### **Cultural Affairs Commission**

Vice Chair Johnson reviewed the Commission's duties and calendar including consideration of guidelines for grants and applications, a grant/application workshop, the May 12, 2006 due date for applications and presentation of recommendations to the Council on August 12, 2006. Council Member Stahel applauded the Commission on their work.

## **CONSENT AGENDA**

Council Member Stahel requested that Consent Agenda Item "E" be removed for individual consideration due to a possible conflict of interest.

Citizen Jack Lagos requested that Consent Agenda Item "K" be removed for individual consideration.

Upon a motion made by Council Member Stahel and seconded by Council Member Ellerbe, the Council voted 6-0 to approve and adopt the remaining items on the agenda as recommended and as follows:

### **Approval of Minutes** [Consent Agenda Item (A)]

February 20, 2006

February 27, 2006

### **Approval of Expenditures**

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

**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. [Consent Agenda Item (B)] (See Exhibit "A")

**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. [Consent Agenda Item (C)] (See Exhibit "B")

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

To authorize the purchase of 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) [Consent Agenda Item (D)]

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

To approve the terms and conditions of an architectural services contract by and between the City and Wiginton Hooker Jeffrey, 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. [Consent Agenda Item (F)]

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

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). [Consent Agenda Item (G)]

**Reimbursement of Oversize Participation**

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. [Consent Agenda Item (H)]

**Approval of Election Contract**

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. [Consent Agenda Item (I)]

### **Adoption of Resolutions**

**Resolution No. 2006-3-1(R):** 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. [Consent Agenda Item (J)]

**Resolution No. 2006-3-2(R):** To continue abatement of show-cause and accepting settlement with TXU Electric Delivery; and providing an effective date. [Consent Agenda Item (L)]

### **Adoption of Ordinances**

**Ordinance No. 2006-3-3:** 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 Hedgoxe 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. [Consent Agenda Item (M)]

**Ordinance No. 2006-3-4:** 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. [Consent Agenda Item (N)]

**Ordinance No. 2006-3-5:** 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. [Consent Agenda Item (O)]

**Ordinance No. 2006-3-6:** 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. [Consent Agenda Item (P)]

**END OF CONSENT:**

Due to a possible conflict of interest, Council Member Stahel stepped down from the bench on the following item.

**Purchase from Existing Contract/Agreement:** 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). [Consent Agenda Item (E)]

Upon a motion made by Deputy Mayor Pro Tem Magnuson and seconded by Mayor Pro Tem Johnson, the Council voted 5-0 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.

Council Member Stahel resumed his place at the bench.

**Resolution No. 2006-3-7(R):** 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. [Consent Agenda Item (K)]

Jack Lagos, citizen of the City, spoke to the Plano Symphony Orchestra monies being moved from a City of Plano account to one for other purposes. He requested a review of the operating account and spoke to segregating the money until the issue is resolved.

Upon a motion made by Mayor Pro Tem Johnson and seconded by Council Member Ellerbe, the Council voted 6-0 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; and further to adopt Resolution No. 2006-3-7(R).

**Public Hearing and adoption of Ordinance No. 2006-3-8** 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. [Regular Agenda Item (1)]

Director of Finance McGrane advised the Council that the proposed business personal and real property tax abatement will begin January 1, 2007 and continue through the year 2016 and will be equal to 50% for ten years. He stated that the project is anticipated to result in 1,900 jobs. Mr. McGrane advised that this item is for new improvements on an existing building and City Manager Muehlenbeck clarified that the location would be a data center.

**Ordinance No. 2006-3-8 (cont'd)**

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

Upon a motion made by Mayor Pro Tem Johnson and seconded by Deputy Mayor Pro Tem Magnuson, the Council voted 6-0 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; and further to adopt Resolution No. 2006-3-7(R).

**Resolution No. 2006-3-9(R):** To approve the terms and conditions of an agreement by and between the City of Plano, Texas, the County of Collin, Texas, the Collin County Community College District 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. [Regular Agenda Item (2)]

Upon a motion made by Deputy Mayor Pro Tem Magnuson and seconded by Council Member Ellerbe, the Council voted 6-0 to approve the terms and conditions of an agreement by and between the City of Plano, Texas, the County of Collin, Texas, the Collin County Community College District 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; and further to adopt Resolution No. 2006-3-9(R).

There being no further discussion, Mayor Evans adjourned the meeting at 7:44 p.m.

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**Pat Evans, MAYOR**

ATTEST:

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**Elaine Bealke, City Secretary**

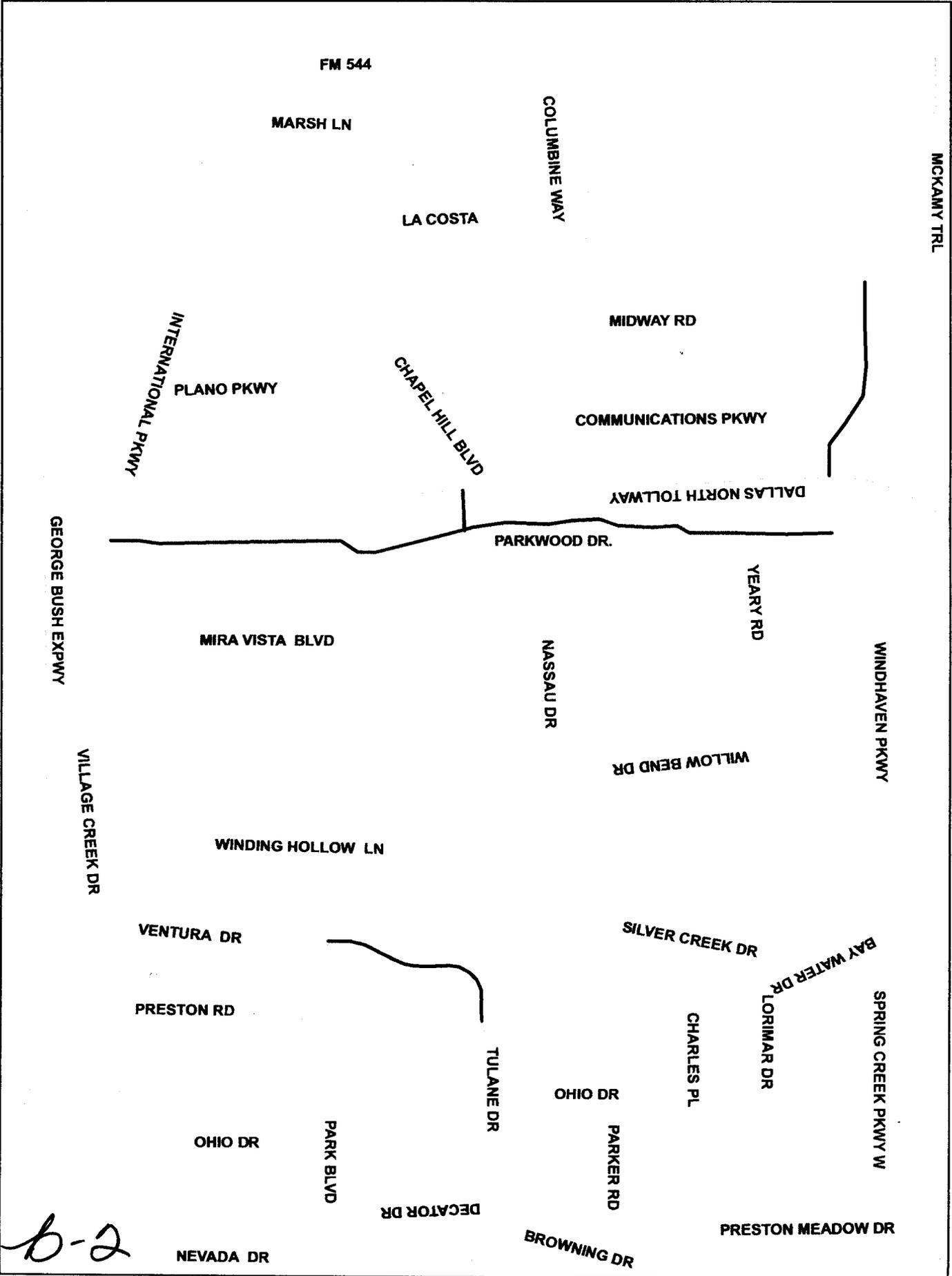


## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	<b>3/27/06</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Public Works Administration - Michael Rapplean	Initials	Date	
Department Head	Jimmy Foster	Executive Director	<i>[Signature]</i>	3-14-06
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	3/15/06
Agenda Coordinator (include phone #): <b>Margie Stephens (X4104)</b>				
<b>ACTION REQUESTED:</b> <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
<b>CAPTION</b>				
Award, Rejection of Bids/Proposals, Bid No. 2006-91-B for the 2005 Street Light Project to J & J Hardscape, Inc. in the amount of \$233,725.00				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
<b>FISCAL YEAR:</b>	<b>2005-06</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
Budget		202,682	955,318	600,000
Encumbered/Expended Amount		-202,682	-61,443	0
This Item		0	-233,725	0
<b>BALANCE</b>		<b>0</b>	<b>660,150</b>	<b>600,000</b>
<b>FUND(s):</b> STREET IMPROVEMENT CIP				
<b>COMMENTS:</b> Funds are included in the 2005-06 Street Improvement CIP. This item, in the amount of \$233,725, will leave a current year balance of \$660,150 for the Street Lighting project.				
<b>STRATEGIC PLAN GOAL:</b> Street lighting relates to the City's Goal of Safe, Efficient Travel.				
<b>SUMMARY OF ITEM</b>				
Staff recommends the bid of J & J Hardscape Construction, Inc. in the amount of \$233,725.00 be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.				
This project involves the construction and installation of underground infrastructure and street light bases on the following thoroughfares:				
<ol style="list-style-type: none"> <li>1. Parkwood Boulevard from Plano Parkway to Windhaven Parkway</li> <li>2. Windhaven Parkway from Red Wolf Drive to Dallas North Toll Road</li> <li>3. Ventura Drive from Park Blvd to Preston Road</li> <li>4. Chapel Hill Boulevard from Dallas North Toll Road to Parkwood Blvd.</li> </ol>				
TXUED will install street light poles and lights on these locations.				
The secondary vendor being recommended is Mel's Electric, L.P. in the amount of \$266,481.50.				
Engineer's estimate for this project is \$300,000.00.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Bid Tabulation Location Map				

*b-1*

# 2005 STREET LIGHT PROJECT LOCATION MAP



b-2

**CITY OF PLANO  
 BID TABULATION  
 2006-91-B  
 2005 STREET LIGHT PROJECT  
 PROJECT NO. 5697  
 Friday, March 3, 2006 @ 3:00 PM**

CONTRACTOR	BID BOND	TOTAL BID
J&J Hardscape Construction, Inc.	Yes	\$233,725.00
Mel's Electric, LP	Yes	\$266,481.50
South-Win, Inc.	Yes	\$270,609.75
Llano Utility Services, Inc.	Yes	\$315,888.75

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

<i>Sharron Mason</i>	<i>March 3, 2006</i>
Sharron Mason, Buyer	Date

**“BID TABULATION STATEMENT”**

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

PURCHASING DIVISION  
 CITY OF PLANO TEXAS

*B-3*



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	<b>3/27/06</b>		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:			City Manager		3/17/06
Agenda Coordinator (include phone #): <b>Sharron Mason x7247</b>					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
<b>CAPTION</b>					
Award/Rejection of Bid/Proposal for Bid No.2006-24-B for the purchase of W.O. Haggard Library Furniture Part 3 - Project No. 5216 <b>Schedule 1: A Signs of Quality- Library Signs in the amount of \$2,924.30, Schedule 2: Contracta Office Furnishings – Reading Tables and Lounge Seating in the amount of \$60,131.75 and Schedule 3: Cultural Surroundings - End Panels in the amount of \$73,824.00.</b>					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2005-06</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	1,100,000	1,000,000	<b>2,100,000</b>
Encumbered/Expended Amount		0	-22,040	0	<b>-22,040</b>
This Item		0	-136,880	0	<b>-136,880</b>
BALANCE		0	941,080	1,000,000	<b>1,941,080</b>
FUND(S): <b>LIBRARY FACILITIES</b>					
COMMENTS: Funds are included in the 2005-06 Library Facilities Fund. This item, in the amount of \$136,880, will leave a current year balance of \$941,080 for the Library Improvements project.					
STRATEGIC PLAN GOAL: Library improvements relate to the City's Goal of Premier City of Families.					
<b>SUMMARY OF ITEM</b>					
Staff recommends bid for the following: <b>Schedule 1: A Signs of Quality- Library Signs in the amount of \$2,924.30, Schedule 2: Contracta Office Furnishings – Reading Tables and Lounge Seating in the amount of \$60,131.75 and Schedule 3: Cultural Surroundings - End Panels in the amount of \$73,824.00 as the lowest responsible, responsive bid meeting specifications conditioned upon timely execution of any necessary contract documents. This is for the purchase and installation of Library Sign, Tables, Lounge Seating and Architectural Woodwork.</b>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memorandum, Bid Recap					

C-1



City of Plano  
Library Administration  
2501 Coit Road  
Plano, TX 75075  
Phone: 972.769.4208  
Fax: 972.769.4269

## *Memorandum*

**Date:** February 14, 2006  
**To:** Bill Morris, Facilities Manager  
**Copy:** Sharron Mason, Purchasing  
Melody Morgan, Engineering  
**From:** Joyce Baumbach, Director of Libraries  
**Subject:** Haggard Library Expansion Project Furniture Bid Award

We have reviewed the bids for the signage, furniture, and end panels for the recently reopened W. O. Haggard Library.

### **Schedule 1: Library Signs**

Low bidder is A Sign of Quality for the sum of \$2,924.30. They were low bid on the original signage package at a very similar bid. This will ensure that all the end panel signage matches. We recommend awarding Library Signs to A Sign of Quality.

### **Schedule 2: Library Furniture**

Low bidder for the new reading tables and lounge seating was submitted by Contracta Office Furnishings for the sum of \$60,131.75. Their bid is complete and they are authorized dealers in the products specified. We recommend awarding the Library Furniture package to Contracta Office Furniture.

### **Schedule 3: Library Architectural Woodwork**

Low bidder for the end panels was submitted by Cultural Surroundings for the sum of \$73,824.00. Their bid is complete and meets the specifications. We recommend awarding the end panels to Cultural Surroundings.

If you have any questions or need any additional information please let me know.

# CITY OF PLANO

## BID RECAP

Bid Number 2006-24-B

### W.O. HAGGARD LIBRARY FURNITURE PART 3 – PROJECT NO. 5216

Opening Date/Time: November 18, 2005 @ 4:00 p.m.

# of Vendors Notified: 424

# of Vendors that viewed: 42

Vendors Non-responsive to Specification:

Kistler Design Associates

Responses Received:	Schedule 1 Library Sign	Schedule 2 Tables	Schedule 2 Lounge Seating	Schedule 2 Total	Schedule 3 Architectural Woodwork
A Sign of Quality	\$2,924.30	\$0.00	\$0.00	\$0.00	\$0.00
Workplace Resource	\$0.00	\$24,276.98	\$39,927.15	\$64,204.13	\$0.00
Royer & Schuttis	\$0.00	\$23,475.12	\$37,484.38	\$60,959.50	\$0.00
Libra-Tech Corporation	\$0.00	\$0.00	\$0.00	\$0.00	\$101,926.54
Cultural Surroundings	\$0.00	\$19,528.00	\$0.00	\$19,528.00	\$73,824.00
Contracta	\$0.00	\$23,632.04	\$36,499.71	\$60,131.75	\$0.00

*Sharron Mason*

Sharron Mason, Buyer

*November 21, 2005*

Date

C-3



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	<b>03/27/06</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Engineering	Initials	Date		
Department Head	Upchurch	Executive Director	<i>[Signature]</i> 3/17/06		
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i> 3/17/06		
Agenda Coordinator (include phone #):		Pegues (7198)	Project No. 5506		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
<b>CAPTION</b>					
Award/Rejection of Bid for Bid No 2006-92-B for Alley Reconstruction - Los Rios project to Jim Bowman Construction Company, L.P. in the amount of \$161,431.20.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2005-06</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		14,000	236,000	0	<b>250,000</b>
Encumbered/Expended Amount		-14,000	-17,597	0	<b>-31,597</b>
This Item		0	-161,431	0	<b>-161,431</b>
BALANCE		0	56,972	0	<b>56,972</b>
FUND(S): <b>STREET IMPROVEMENT CIP</b>					
<b>COMMENTS:</b> Funds are included in the 2005-06 Street Improvement Community Investment Program. This item, in the amount of \$161,431, will leave a current year balance of \$56,972 for the Alley Reconstruction - Los Rios project.					
<b>STRATEGIC PLAN GOAL:</b> Alley reconstruction relates to the City's Goal of Safe, Efficient Travel.					
<b>SUMMARY OF ITEM</b>					
Staff recommends bid of Jim Bowman Construction Company, L.P., in the amount of \$161,431.20 be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.					
The second vendor being recommended is Barson Utilities, Inc. in the amount of \$176,850.00.					
Engineers' estimate was \$204,000.00.					
The project consists of construction of three alleys in East Plano. The alleys to be reconstructed are east of R Avenue and extends 450' north of 14 <sup>th</sup> Street, west of R Avenue north from 17 <sup>th</sup> Street to 18 <sup>th</sup> Street, and west of Hondo Drive in the Los Rios Area.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Bid Summary		N/A			
Location Map					

**BID OPENING**  
March 6, 2006 3:30 pm  
Purchasing Room 3<sup>Rd</sup> Floor City Hall  
Alley Reconstruction - Los Rios  
CIP PROJECT NO. 5506  
BID No. 2006-92-B

<u>Bidder's Name</u>	<u>Bid Amount</u>
Jim Bowman Construction Company, L.C.	\$161,431.20
Barson Utilities	\$176,850.00
Hencie International	\$179,231.05
Advance Paving Co.	\$182,072.98
McMahon Contracting, L.P.	\$224,501.50
Jeske Construction	\$226,909.00

*d-2*



**Alley Reconstruction - Los Rios**

1 inch equals 1,200 feet



*d-3*



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>3/27/06</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan		Executive Director		
Dept Signature:			City Manager		
Agenda Coordinator (include phone #):		Donna Holden, extension 7248			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
<b>CAPTION</b>					
Award/Rejection of Bid/Proposal for Bid No. 2006-81-B Fire Station No. 5 & 6 Generator Replacement to Kennedy Electric in the amount of \$73,070.00.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>05/06</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget					
Encumbered/Expended Amount					
This Item			-73,070		-73,070
BALANCE			-73,070		-73,070
<b>FUND(S): EQUIPMENT REPLACEMENT FUND</b>					
<p><b>COMMENTS:</b> Funds were included in the FY 2003-04 approved Equipment Replacement Fund budget for the replacement purchase of (1) generator for Fire Station #5. After deferring for two years, this replacement purchase is now taking place. (1) Additional generator is being purchased as an unscheduled replacement for Fire Station #6. Fund balance from the deferred purchase and savings realized from other equipment replacement purchases will be utilized for the shortage on this item.</p> <p><b>STRATEGIC PLAN GOAL:</b> Equipment replacement relates to the City's Goal of "Service Excellence".</p>					
<b>SUMMARY OF ITEM</b>					
<p>Staff recommends bid of Kennedy Electric in the amount of \$73,070.00 be accepted as lowest responsive, responsible bid for the project conditioned upon timely execution of any necessary contract documents.</p> <p>Additionally, Staff recommends Groves Electric be listed as the alternate award vendor in the amount of \$78,897.00.</p>					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Bid Summary					

*e-1*

# CITY OF PLANO

## BID NO. 2006-81-B FIRE STATION NO. 5 & 6 GENERATOR REPLACEMENT

### BID RECAP

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**Bid opening Date/Time:** February 20, 2006 @ 3:00pm

**Number of Vendors Notified:** 1838

**Vendors Submitting "NO BIDS":** None

**Vendors Non-Responsive to Specification:** None

#### **Responsive Bidders:**

Kennedy Electric	\$73,070.00
Groves Electrical	\$78,897.00
Pinnacle Electric	\$79,300.00

*Donna Holden*

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Donna Holden, Buyer

*March 13, 2006*

---

Date



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>			Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:		<b>3/27/06</b>	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Risk Management			Initials	Date
Department Head	John McGrane		Executive Director		
Dept Signature:			City Manager	<i>[Signature]</i>	<i>3/20/06</i>
Agenda Coordinator (include phone #): <b>Joey Page x7113</b>					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
<b>CAPTION</b>					
To accept best, lowest bid and the award of contract to Target Safety to provide on-line training for City employees and to provide ability for department to analyze accidents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>05-06</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	52,500	0	<b>52,500</b>
BALANCE		0	52,500	0	<b>52,500</b>
FUND(s): <b>119-6312</b>					
COMMENTS: This item approves price quotes for a one-year contract for Target Safety. Funding for Target Safety is available in the Self-Insurance operating budget in the amount of \$52,500. Target Safety relates to the City's Goal of "Service Excellence".					
<b>SUMMARY OF ITEM</b>					
On-line training for City employee's and analytical tools to evaluate accidents and to provide easy access to safety training to help make employees' safe and in doing so, help to reduce or eliminate accidents associated with City operations.					
This agenda item is tied to technology. Implementation of on-line training is the most cost effective means to train workers. By utilizing on-line training, we reduce the need immediately of additional staff to provide training to all employees. A trained work force is a safer workforce.					
List of Supporting Documents: Evaluation work sheet, recommendations by staff, bid response.			Other Departments, Boards, Commissions or Agencies		

## Price/Level of Service Comparison Matrix

Included below is the comparison matrix for this RFP.

<u>AON</u>	
<u>Reviewer</u>	<u>Score</u>
1. <u>Variety and Quality of Services</u>	105
2. <u>Ease and Versatility</u>	50
3. <u>Growth and Expandability</u>	80
<hr/>	
<u>Total Score</u>	<u>235</u>

<u>TARGET</u>	
1. <u>Variety and Quality of Services</u>	128
2. <u>Ease and Versatility</u>	70
3. <u>Growth and Expandability</u>	75
<hr/>	
<u>Total Score</u>	<u>273</u>

### Recommendations:

After a complete review of the two responses, the group recommends the product offered by Target.

f-2

March 06, 2006

To: Purchasing

From Joey Page, Risk Manager

Subject: Award of Proposal

An RFP for On-Line Training and Tracking Services was released through Purchasing. Two proposals were received and reviewed by Risk Management Staff. Submitted proposals were received from AON Safety Logic and Target Safety

**Proposal**

City solicited service to improve quality of training and newer methods of training including technology based training. Proposal also called for analytical tools to help correlate training and Risk Management operations including incident activity.

The department believed technology such as on-line training was available in the market place. It is believed that on-line training is the cost effective means to train employees.

A matrix (attached) was developed and training needs were identified by the Risk Trainer and Loss Control Specialists.

Previously, the Risk Department conducted a training study to determine acceptability of the on-line training, concept. At no cost to the City, a sampling study was conducted. The results were a higher than expected 92% satisfaction was received on the classes taken by staff.

A total of 8 departments participated in the survey. Of those participating 100% responded that they liked the training on-line and would continue to use on-line training if offered.

**Proposal Review**

AON Safety Logic

Positive: Training, available classes offered on-line was acceptable. Programs were easy to use and some majority in Spanish

**Negative:**

On-line service would require higher technology than is available to City at this time.

Program streaming would not be available at the level needed.

Program presented did not include analytical tools requested in proposal.

Lacked Emergency Management Training

Price out of line for projected budget.

**Proposal Cost**

\$111,000.00 for 750 users

*J-3*

**Target Safety****Positive:**

1. Offered a greater variety of training programs
2. Employees self registered.
3. Programs available in Spanish and more Spanish versions than AON
- 4 Price was within projected budget
5. Proposal included Analytical Tool requested by proposal.
6. Approved by NFPA, National Fire Protection Agency for which Plano is a member.

**Negative:**

No major negatives found in product submitted.

**Selection Criteria**

A three tier weighted formula was utilized to grade each proposal. Three members of the Risk Management Division reviewed each proposal on:

1. Variety and Quality of services.
2. Ease of use and versatility of product.
3. Growth and Expandability for future needs.

**Proposal Cost**

\$ 52,500.00 for unlimited City users

Scores were determined for each category and vendor with the highest score, Target Safety was selected.

**Recommendation**

Proposals were reviewed by Risk Staff utilizing rating measures identified in the proposal. ( attached )

It was a unanimous recommendation that Target Safety be awarded the contract based on the product and lower cost.

Risk Management recommends contract award to Target Safety.

Sincerely,

Joey Page, Risk Manager

Jp/cl

*J-4*



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	<b>3/27/06</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	<b>Library Administration</b>		Initials	Date	
Department Head	<b>Joyce Baumbach</b>		Executive Director	<i>[Signature]</i>	<b>3-14-06</b>
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	<b>3/15/06</b>
Agenda Coordinator (include phone #):		<b>Mary Ann Dunnivant (Ext. 4208)</b>			

**ACTION REQUESTED:**

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

**CAPTION**

**Purchase from Existing Contract/Agreement to authorize the purchase of Reading Chairs in the amount of \$35,000 from Lowenstein, Inc. a TXMAS contract through a Local Representative - Focus Plus to cover the cost of chairs amounting to \$34,502.40 plus any contingency charges that may arise, and authorizing the City Manager or his designee to execute all necessary documents. (TXMAS-4-7110120)**

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR:    2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,000,000	1,000,000	2,100,000
Encumbered/Expended Amount	0	-40,421	0	-40,421
This Item	0	-35,000	0	-35,000
<b>BALANCE</b>	0	<b>1,024,579</b>	1,000,000	<b>2,024,579</b>

**FUND(S):**    **LIBRARY FACILITIES**

**COMMENTS:** Funds are included in the 2005-06 Library Facilities Fund. This item, in the amount of \$35,000, will leave a current year balance of \$1,024,579 for the Library Improvements project.

**STRATEGIC PLAN GOAL:** Library improvement relates to the City's Goal of Premier City of Families.

**SUMMARY OF ITEM**

**Library Improvements - TXMAS Contract - for reading chairs is for W.O. Haggard, Jr. Library Expansion.**

The City is authorized to purchase off the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfied any State Law requiring local governments to seek competitive bids for Items. (TXMAS-7110120)

<b>List of Supporting Documents:</b> 1. Quote from Brown Jordan International dated 2/27/06 2. Memo from Joyce Baumbach dated 2/14/06	<b>Other Departments, Boards, Commissions or Agencies</b>
---------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------



February 27, 2006

Loewenstein is pleased to quote the following items.

**Retail**  
 Brown Jordan  
 Winston  
 Stuart Clark  
 Atlantis  
 Casual Living  
 Alliance  
 Body Glove  
  
**Contract**  
 Brown Jordan  
 Charter  
 Lodging by Charter  
 Loewenstein  
 Pompeii  
 Texacraft  
 Tropic Craft  
 Wabash Valley

Quantity	Model/Description (Including fabric, finish, etc.)	List Price Per Unit	TXMAS Discount	Total Net Price Per Unit (including fabric)
34	Manhattan Model #946C LJH - Mesa Grade J	\$865.00	58.5%	\$358.97
11	Manhattan Model #947C LJH - Mesa Grade J	\$1,107.00	58.5%	\$459.40
34	Manhattan Model #946C LJH - Philosophy Grade I	\$842.00	58.5%	\$349.43
12	Manhattan Model #947C LJH - Philosophy Grade I	\$1,077.00	58.5%	\$446.95

**Due to the current volatility in raw material cost, Loewenstein reserves the right to revise this quote based on any sudden increase in component prices.**

**Please Note:**

- Quotations are valid for a period not to exceed 60 days, unless extended in writing.
- All prices are list delivered prices FOB factory.
- A \$75.00 net freight charge for orders under \$2,000.00 list will apply.
- Prices do not include taxes or installation.
- Lead time is 6-8 weeks for all standard items. Extended lead times will apply for all custom and/or special ordered components.
- The above TXMAS discount is per contract #TXMAS #47110120

Thank you for the opportunity to quote Loewenstein products. If you require further assistance, please feel free to contact our Customer Relations Department at 800/327-2548.

Respectfully,

Pamela A. Bono  
 Manager Customer Relations

g-2

**Loewenstein**  
 1801 N Andrews Ave.  
 Pompano Beach, FL 33069  
 phone: 954.960.1100  
 fax: 954.960.0409

**BJI Corporate Office**  
 1801 N Andrews Ave.  
 Pompano Beach, FL 33069  
 phone: 954.960.1117  
 fax: 954.960.1849  
 www.brownjordan.com



City of Plano  
Library Administration  
2501 Coit Road  
Plano, TX 75075  
Phone: 972.769.4208  
Fax: 972.769.4269

## *Memorandum*

**Date:** February 14, 2006  
**To:** Bill Morris, Facilities Manager  
**Copy:** Sharron Mason, Purchasing  
Melody Morgan, Engineering  
**From:** Joyce Baumbach, Director of Libraries  
**Subject:** Haggard Library Expansion Project Furniture Bid Award - Chairs

We have reviewed the bids for the reading chairs for the recently reopened W. O. Haggard Library and recommend the following:

### **Reading Chairs**

Reading chairs can be purchased directly off TxMas with the 7110120 contract number. Their quote is for \$29,902.07 which includes 68 Manhattan 946 armless chairs at \$307.51 net delivered and 23 Manhattan 947 arm reading chairs at \$390.93 net delivered. These items can be purchased directly from the factory or through Focus Plus locally. We recommend purchasing through Focus Plus because they are local.

If you have any questions or need any additional information please let me know.

9-3



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>3/27/06</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Technology Services				
Department Head	David Stephens	Executive Director	Date: <b>3.15.06</b>		
Dept Signature:	<i>David Stephens</i>	City Manager	<i>[Signature]</i>		
Agenda Coordinator (include phone #):		Lisa Prunty, Ext. 7342			
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 STATE CONTRACT					
<b>CAPTION</b>					
Purchase from existing Contract/Agreement to authorize the purchase our annual license renewal and upgrade protection for Altiris Client Management Software in the amount of \$26,572.50 (2000 license renewals at \$13,520, 15 helpdesk license renewals at \$3,802.50 the annual premium support at \$9,250) from Dell Inc., through Department of Information Resources (DIR) contract, and authorizing the City Manager or his designee to execute all necessary documents. (DIR-SDD-192)					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2005-06</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	2,226,049	0	<b>2,226,049</b>
Encumbered/Expended Amount		0	-1,162,165	0	<b>-1,162,165</b>
This Item		0	-26,573	0	<b>-26,573</b>
BALANCE		0	1,037,311	0	<b>1,037,311</b>
FUND(S): <b>TECHNOLOGY SERVICE FUND</b>					
COMMENTS: Funds are included in the 2005-06 Technology Services budget for this item. Remaining funds will be used throughout the year for other support, maintenance, and license renewal agreements.					
STRATEGIC PLAN GOAL: Software licensing, maintenance, and software relates to the City's Goal of "Service Excellence".					
<b>SUMMARY OF ITEM</b>					
Technology Services recommends Council approve expenditure of \$26,572.50 to Dell Inc. through the Department of Information Resources (DIR) for annual license renewals and maintenance contract. Altiris software is used for software deployment, helpdesk, inventory, and troubleshooting of personal computers and 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 and State Law requiring the local government to seek competitive bids for the items. ( DIR-SDD-192 )					
List of Supporting Documents: Memo, Quote		Other Departments, Boards, Commissions or Agencies			

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## MEMORANDUM

DATE: March 9, 2006  
TO: David Stephens, Director, Technical Services  
FROM: Cindy Smith, Desktop Manager  
SUBJECT: Altiris License – Automatic Upgrade Protection

In February of this year, we received notice that our 2000 licenses for upgrade protection and technical support from Altiris is expiring. This is the 24/7 technical help that we utilize for support of the Altiris desktop management suite that was purchased in August of 2002.

This agenda item is to renew our annual licenses and upgrade protection for the Altiris Client Management Software (2000 licenses), Helpdesk (15 licenses) and the annual premium support from Dell, listed in DIR (Dir Software contract number DIR-SDD-192). I have enclosed the quote along with the agenda item. Let me know if you have any questions, or need any additional information.

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**DELL****QUOTATION**

QUOTE #: 280670568

Customer #: 360554

Contract #: 9913578

Customer Agreement #: DIR-SDD-192

Quote Date: 3/9/06

Date: 3/9/06 3:33:49 PM

Customer Name: CITY OF PLANO

TOTAL QUOTE AMOUNT:	\$26,572.50		
Product Subtotal:	\$26,572.50		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	0

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
Altiris Annual Premium Support - 50 Incidents 24x7 (A0453877)	1	\$9,250.00	\$9,250.00
Altiris Client Management Suite Level 1 - AUP 2000 - 4999 (A0415576)	2000	\$6.76	\$13,520.00
Altiris HelpDesk Solution-AUP per concurrent user 10-24 (A0535859)	15	\$253.50	\$3,802.50
Number of S & A Items: 3		S&A Total Amount: \$26,572.50	

COMMENTS
CINDYS@PLANO.GOV

SALES REP:	Don Dodson	PHONE:	800-981-3355
Email Address:	don_dodson@dell.com	Phone Ext:	72-46884

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. You may also place your order online at [www.dell.com/quote](http://www.dell.com/quote)

Unless you have a separate agreement with Dell, the terms and conditions found at <http://ftpbox.us.dell.com/slg/resellers/resellertcs.htm> shall govern the sale and resale of the Products and Services referenced in this quotation.

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Prices and tax rates are valid in the U.S. only and are subject to change.

**\*\*Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 512-283-9276, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax\_Department@dell.com. \*\***

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US\_Dell\_ARS\_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL [www.dell.com/environmentalfee](http://www.dell.com/environmentalfee)

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**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>03/27/06</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Technology Services			Date	
Department Head	David Stephens	Executive Director	<i>[Signature]</i> <b>3-20-06</b> <b>3/20/06</b>		
Dept Signature:	<i>[Signature]</i>	City Manager			
Agenda Coordinator (include phone #): <b>Lisa Prunty, ext 7342</b>					
<b>ACTION REQUESTED:</b> <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER EXISTING CONTRACT					
<b>CAPTION</b>					
Purchase from Existing Contract/Agreement to authorize the purchase of Neate Suite Software Maintenance in the amount of \$31,182.90 from SHI Government Solutions through a CISV contract, and authorizing the City Manager or his designee to execute all necessary documents. VID# 1-22-369-5478-500					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2005-06</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	2,226,049		<b>2,226,049</b>
Encumbered/Expended Amount		0	-1,162,165		<b>-1,162,165</b>
This Item		0	-31,183		<b>-31,183</b>
BALANCE		0	<b>1,032,701</b>		<b>1,032,701</b>
FUND(S): <b>TECHNOLOGY SERVICES FUND</b>					
<b>COMMENTS:</b> Funds are included in the 2005-06 Technology Services budget for this item. Remaining funds will be used throughout the year for other support, maintenance, and license renewal agreements. <b>STRATEGIC PLAN GOAL:</b> Software licensing, maintenance, and support relates to the City's Goal of "Service Excellence".					
<b>SUMMARY OF ITEM</b>					
Technology Services recommends Council approve an expenditure of \$31,182.90 to SHI Government Solutions, Inc. for a maintenance support contract for Neate Suite, a product currently being used on the City's network. 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 local governments to seek competitive bids for items. CISV # 1-22-369-5478-500					
List of Supporting Documents: Memo , Quote, Bid Recap		Other Departments, Boards, Commissions or Agencies			

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# Interoffice Memo

**Date:** 03/10/06  
**To:** David Stephens, Director Technology Services  
**Cc:**  
**From:** Chester M. Helt, Infrastructure Manager  
**RE:** Trend Micro Neate Suite Maintenance

---

We are recommending that the attached Neate Suite Maintenance for our Trend Micros products be awarded to SHI Governmental Solutions, Inc. for the amount of \$ 31,182.90. They submitted this pricing in response to a listing for this maintenance on RFPDepot under Bid No. 0602-003. We have also attached a bid summary sheet for your review.

This pricing includes re-licensing our current 2000 licenses and adding an additional 501 new licenses. It also includes the maintenance for one year on a 24x7 response basis.



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 [History](#) | 
 [Agency Calendar](#) | 
 [Internal Calendar](#) | 
 davidbu - City of Plano

## Award Decision for Bid #0602-003 - Neat Suite Software - with 2501 User License and Support for Year

### Awarded Bids

Contract/Req Number: 0602-003

**Split Award**

BID	TITLE	VENDOR	UNIT PRICE	QTY	TOTAL PRICE	EXPEND.	QUALIFICATIONS	AT
0602-003-1-01	<u>Neat Suite Renewal Year 1</u>	SHI Government Solutions, Inc	<u>\$6.30</u>	<u>2000</u>	<u>\$12,600.00</u>	<u>n/a</u>	CISV HUB MBE WBE	
0602-003-1-02	<u>Neat Suite Additional Users Year 1</u>	SHI Government Solutions, Inc	<u>\$14.40</u>	<u>501</u>	<u>\$7,214.40</u>	<u>n/a</u>	CISV HUB MBE WBE	
0602-003-1-03	<u>Priority Advantage Premium Support</u>	SHI Government Solutions, Inc	<u>\$11,368.50</u>	<u>1</u>	<u>\$11,368.50</u>	<u>n/a</u>	CISV HUB MBE WBE	

AWARD TOTALS	
Workflow Studios	\$0.00
EnPointe Technologies, Inc.	\$0.00
Zones CS Inc.	\$0.00
OM OFFICE SUPPLY INC.	\$0.00
GalaxyTech	\$0.00
Tech Depot, an Office Depot Company	\$0.00
SHI Government Solutions, Inc	\$31,182.90
WE Inc.	\$0.00
SBN IT Solutions	\$0.00
ITTECHWEB	\$0.00
RJ Solutions LLC	\$0.00
ANI Direct	\$0.00
M&S Technologies Inc.	\$0.00
Knoll Enterprises, Inc.	\$0.00
Worldlink Computer Center	\$0.00
<b>TOTAL AWARD AMOUNT</b>	<b>\$31,182.90</b>

<b>CONFIRMATION</b>	
User Id	<b>davidbu</b>
Password	

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**Award Bids**

**Cancel**

**Home Bid Search Bids Orders Tools Privacy Cert. Logout**

**Customer Support** - [agency support@rfpdepot.com](mailto:agency support@rfpdepot.com) or 801.765.9245

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CITY OF PLANO

BID NO. 0602-003

NEAT SUITE SOFTWARE MAINTENANCE AND SUPPORT

ANNUAL TRUE-UP AND MAINTENANCE

BID RECAP

Bid Opening Date/Time:	March 2, 2006@2:00pm
Vendors Notified:	15
Vendors Submitting No-Bids	0
Vendors Non-Responsive to Specifications	0
Vendors Non-Responsible	0
Responsive Bidders:	
SHI Government Solutions, Inc.	\$ 31,182.90
OM Office Supply, Inc.	\$ 32,086.80
Workflow Studios	\$ 33,316.31
Zones CS, Inc.	\$ 33,460.80
GalaxyTech	\$ 33,964.33
Enpointe Technologies, Inc.	\$ 34,070.51
M&S Technologies, Inc.	\$ 34,293.05
ANI Direct	\$ 34,807.09
Worldlink Computer Center	\$ 35,458.27
RJ Solutions LLC	\$ 38,218.67
Knoll Enterprises, Inc.	\$ 39,644.49
WE, Inc.	\$ 40,307.49

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ITTECHWEB	\$ 41,546.19
SBN IT Solutions	\$ 64,031.92
Tech Depot, an Office Depot Company	\$ 33,834.20

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**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	<b>3/27/06</b>	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Parks and Recreation		Initials	Date
Department Head	Don Wendell	Executive Director	<i>[Signature]</i>	3-20-06
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	3/20/06
Agenda Coordinator (include phone #): <b>Linda Benoit (7255)</b>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input checked="" type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
<b>CAPTION</b>				
Approving the terms and conditions of an agreement between the City of Plano, Texas and David Newton, a qualified professional artist, for the design of artwork for the Veterans' Memorial at Memorial Park; and authorizing the City Manager, or, in his absence, an Executive Director to execute such agreement with Mr. Newton; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	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:				
<b>SUMMARY OF ITEM</b>				
The Public Art Committee, after public review, recommends that the City of Plano contract with David Newton to design the Veterans' Memorial for Memorial Park. Mr. Newton is to gather further public input and work with the contracted landscape architect, Kendall and Associates, to design a Veterans' Memorial to be appropriately aesthetic and meaningful for the citizens of Plano. This contract is for the design of the memorial only. When the concept is determined, through a collaborative process, a future contract for construction of the work will be offered for approval.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

THIS CONTRACT is made and entered into by and between the CITY OF PLANO, Texas, a home-rule municipal corporation, of Collin County, Texas, (hereinafter referred to as "CITY") and David Newton, an individual having his principal place of business at 4764 Memphis Street, Dallas, Texas 75207 (hereinafter referred to as "ARTIST").

1.     PURPOSE

The purpose of this Contract is to state the terms and conditions under which ARTIST shall design a Veterans' Memorial space and a piece of artwork in Memorial Park as set forth in attached Exhibit "A" (hereinafter referred to as "ARTWORK").

2.     DESCRIPTION OF SERVICES

ARTIST's services hereunder shall include, but shall not be limited to, the following:

A.     ARTIST shall perform all the services related to the artwork as set forth in the Scope of Work attached hereto as Exhibit "B" and made a part of this Contract for all purposes; provided, however, should there be any conflict between Exhibit "B" and the terms of this Contract, the terms of this Contract shall be final and binding.

B.     ARTIST shall work closely and cooperate with the staff of the Creative Arts Division and the Director of the Parks and Recreation Department, or their designees (hereinafter jointly referred to as "DIRECTOR", unless otherwise noted), and appropriate CITY officials and perform any and all related tasks required by the DIRECTOR in order to fulfill the purposes of this Contract. All disputes and other matters in question between ARTIST and CITY relating to this Contract or any interpretation of this Contract shall be resolved by the Director of the Parks and Recreation Department.

C.     Direct supervision of both the design and composition (of maquettes, molds, and casts) phases of the ARTWORK shall be the responsibility of ARTIST.

D.     CITY shall be responsible for providing ARTIST, without cost, copies of existing designs, drawings, reports and other relevant data in CITY's possession needed by ARTIST in order to design the artwork.

E.     ARTIST shall regularly meet with the DIRECTOR to review progress of design and composition/installation and to ensure the continuing feasibility of the ARTWORK.

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F. ARTIST and CITY agree that ARTIST shall retain artistic control of the services performed under this Contract, subject only to the limitations and conditions imposed by this Contract.

G. As an expressed condition of this Contract, ARTIST shall design the ARTWORK so that it can be composed and installed without exceeding the public art budget for this project and so that reasonable maintenance of the ARTWORK will not require procedures or materials substantially in excess of those described in the maintenance recommendations submitted by ARTIST. ARTIST shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the ARTIST's performance. This includes redesign to meet the established budget.

H. ARTIST shall complete the design of the ARTWORK in conformity with the attached Exhibit "B", Scope of Work. ARTIST agrees to comply with all applicable City, State and Federal laws, regulations, and ordinances relating to performance of the work under this Contract.

3. PERFORMANCE OF SERVICES

ARTIST and its employees, associates or assistants shall perform all the services under this Contract in a timely, cost effective manner. ARTIST represents that any employees, associates or assistants who perform services under this Contract on behalf of ARTISTS shall be fully qualified and competent to perform those services described in Section 2.

4. TERM

The term of this Contract shall begin March 28, 2006, and end July 31, 2006. ARTIST understands and agrees that time is of the essence. All services are to be completed and delivered to CITY by the termination date unless an extension of time, based upon good reasons presented by ARTIST, is approved in writing by CITY.

5. PAYMENT FOR SERVICES

In consideration of the professional services to be performed by ARTIST under the terms of this Contract, CITY shall pay ARTIST for services actually performed a fee not to exceed \$26,500 payable with a deposit of \$6,500.00 on the signing of the contract and \$5,000.00 per month over the next three months. The balance of \$5,000.00 to be paid upon completion of concept design, maquettes, molds and cast and acceptance by the CITY, as full compensation for the services performed under this Contract. If other conditions necessitate additional services, the additional services must be authorized in advance by resolution of the City Council, or, where applicable, by duly authorized administrative action signed by the City Manager and approved as to form by the City Attorney. Payments to ARTIST shall be in the amount shown by the invoices and other documentation submitted and shall be subject to the DIRECTOR's approval. All services shall be performed to the reasonable satisfaction of the

DIRECTOR, and CITY shall not be liable for any payment under this Contract for services which are unsatisfactory and which have not been approved by the DIRECTOR. CITY may, at its option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully due to CITY from ARTIST, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to CITY has been reduced to judgment by a court. Should it be necessary for CITY to exercise right of termination in accordance with the terms of this Contract, ARTIST shall reimburse CITY any monies advanced by deposit not substantiated by reasonable invoices or documentation.

6. CHANGE IN SERVICES

CITY through its DIRECTOR may request, from time to time, changes in the Scope of Work conducted or to be conducted by ARTIST pursuant to this Contract. Any change which varies significantly from the Scope of Services set out in Section 2 and would entail an increase in cost or expense to ARTIST shall be mutually agreed on by ARTIST and the DIRECTOR. Agreed to changes in the Scope of Work, which in the opinion of ARTIST and the DIRECTOR would require additional funding by CITY, must first be authorized in advance by resolution of the City Council or, where applicable, by duly authorized administrative action signed by the City Manager and approved as to form by the City Attorney.

7. WARRANTIES

ARTIST warrants that: (a) the design and ARTWORK being commissioned is the original product of ARTIST's own creative efforts and is not the subject of an existing patent or copyright owned by any other person; and (b) unless otherwise stipulated, the ARTWORK is original, that it is an edition of one (1), and ARTIST shall not sell or reproduce the ARTWORK or design or allow others to do so without the prior written consent of CITY. The warranties stated in this paragraph shall survive the termination of this Contract.

8. CONFIDENTIAL WORK

No reports, information, project designs, data or any other documentation developed by, given to, prepared by or assembled by ARTIST under this Contract shall be disclosed or made available to any individual or organization by ARTIST without the express prior written approval of the DIRECTOR.

9. COPYRIGHT IN THE ARTWORK

All drawings, designs and compositions (of maquettes, molds, and casts) under this Contract shall remain the property of the CITY. The CITY shall have the exclusive right to produce one finished ARTWORK and to use drawings, pictures and photographs of the ARTWORK for public input and public awareness. ARTIST may retain copyright and other intellectual property rights in and to the final design but shall

not sell or reproduce the ARTWORK or design or allow others to do so without the prior written consent of CITY.

10. ARTIST'S LIABILITY

Approval of CITY shall not constitute nor be deemed a release of the responsibility and liability of ARTIST or ARTIST's employees, associates or assistants for the accuracy and competency of ARTIST's services, nor shall approval be deemed to be the assumption of such responsibility by CITY for any defect, error or omission in the services performed by ARTIST or ARTIST's employees, associates or assistants.

11. INSURANCE REQUIREMENTS

ARTIST shall procure, pay for, and maintain during the term of this Contract, with a company authorized to do business in the State of Texas and acceptable to CITY, the minimum insurance coverage contained in Exhibit "C", attached to and made part of this Contract.

12. INDEMNITY

ARTIST agrees to defend, indemnify and hold CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for: (a) any infringement of patent or copyright arising out of the services performed by ARTIST under this Contract regardless of whether or not ARTIST or CITY had knowledge of any existing patents or copyrights during the course of performance of this Contract; and (b) personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by ARTIST's breach of any of the terms or provisions of this Contract, or by any negligent act or omission of ARTIST, its officers, agents, associates, employees or subconsultants, in the performance of this Contract. The indemnity for personal injury, property damage or other harm caused by ARTIST's contractual breach or negligence provided in (b) shall not apply to any liability resulting from the sole negligence of CITY, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the ARTIST and CITY, responsibilities and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph 12 are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

13. RIGHT OF REVIEW AND AUDIT

CITY may review any and all of the services performed by ARTIST under this Contract. CITY is hereby granted the right to audit, at CITY's election all of ARTIST's records and billings relating to the performance of this Contract. ARTIST agrees to

retain such records for a minimum of three (3) years following completion of this Contract.

14. AFFIDAVIT OF NO PROHIBITED INTEREST

ARTIST 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. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "D".

15. NONDISCRIMINATION

As a condition of this Contract, ARTIST covenants that ARTIST will take all necessary actions to insure that, in connection with any work under this Contract, ARTIST, his associates and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex or handicap unrelated to job performance either directly, indirectly or through contractual or other arrangements. In this regard, ARTIST shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of the City of Plano, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

16. CONTRACT PERSONAL

This Contract provides for personal/professional services, involving the skill and creativity of ARTIST. Therefore, the ARTIST shall not assign this Contract, in whole or in part, without the prior written consent of CITY.

17. TERMINATION

CITY'S DIRECTOR may terminate this Contract, in whole or in part, for cause or the convenience of CITY, upon ten (10) days written notice to ARTIST with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice. ARTIST shall invoice CITY for all services completed and shall be compensated or reimburse CITY accordingly for all services performed by ARTIST prior to the date specified in such notice. Upon notice of termination, ARTIST shall promptly discontinue all services affected (unless otherwise directed by the notice) and promptly deliver to CITY all data, drawings, specifications, calculations, reports, estimates, materials and completed or partially completed work produced by ARTIST under this Contract.

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18. NOTICES

All notices, communications, and reports required or permitted under this Contract shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is otherwise notified in writing by the other party, at the following addresses. Mailed notices shall be deemed communicated as of five (5) days after mailing.

If intended for CITY, to:

City of Plano  
Attn: Christine Eubanks  
1517 H Avenue, Ste. 133  
P.O. Box 860358  
Plano, Texas 75086

If intended for ARTIST, to:

David Newton  
4764 Memphis Street  
Dallas, Texas 75207

19. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between CITY and ARTIST is that of independent contractor, and CITY and ARTIST by the execution of this Contract do not change the independent status of ARTIST, ARTIST shall exercise independent judgment in performing his duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Contract or act of ARTIST in the performance of this Contract shall be construed as making ARTIST the agent, servant or employee of CITY, or making ARTIST or any of his employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which CITY provides its employees.

20. VENUE

The obligations of the parties to this Contract are performable in Collin County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Collin County, Texas.

21. APPLICABLE LAWS

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

22. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

23. LEGAL CONSTRUCTION

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

24. COUNTERPARTS

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

25. CAPTIONS

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

26. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Contract, their assigns.

27. ENTIRE AGREEMENT

The Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Contract, and except and otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Contract.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2006, by CITY, signing by and through its City Manager, duly authorized to execute same by Resolution No. \_\_\_\_\_ and adopted by the City Council on \_\_\_\_\_, 2006 and by ARTIST.

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**CITY OF PLANO, TEXAS**

BY:

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

APPROVED AS TO FORM:

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

**ARTIST**

BY:

\_\_\_\_\_  
David Newton

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**ACKNOWLEDGMENTS**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF \_\_\_\_\_ §**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2006 by **DAVID NEWTON**, Artist.

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

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF COLLIN       §**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 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 in and for the  
State of Texas

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**EXHIBIT A**  
**PROPOSAL**  
**DESIGN FOR**  
**VETERANS' MEMORIAL IN MEMORIAL PARK**  
**PLANO, TX**

This proposal, from the designated project sculptor David Newton, covers the design phase for the creation of a monument for the City of Plano Texas to honor the Veterans that have served from their community. The monument is to be placed at the location of Memorial Park.

The process for this phase will encompass the following.

The artist will work in close collaboration with the designated landscape architect Michael Kendall of Kendall and Associates to create a concept and design for the Veterans Memorial Project.

The artist will attend community meetings to assess the community's views on the Veterans Memorial to assist in creating the concept. The number of meetings are to be determined between the City of Plano and the design team.

The artist will produce a set of preliminary drawings for approval by the City. From the drawings the artist will then create a set of 3 dimensional maquettes. From the approved maquettes molds will be made and two sets of casts in plaster/resin will be created. One set for the City of Plano and a second set of casts for that artist to work from to produce the full size sculpture(s).

This process will take 3 to 4 months

Upon approval of the design the artist will produce a budget for the production of the full size sculpture(s). This along with the architect's budget for the structural component of the project will be used for creating contracts for the construction phase of the project

For the above mentioned scope of work the artist will charge a design fee of \$21,500 plus a materials fee of \$5000 for mold making and the cost of producing two sets of maquettes, plus the architectural model.

**EXHIBIT B**  
**SCOPE OF WORK**

- Community meetings
- Creation of concepts and sketches
- Consulting with architect Michael Kendall, and City of Plano on design
- Creating maquettes from preliminary approved design (at this stage adjustments can still be made before molds are made and casts pulled)
- Create small architectural model
- Upon final approval of maquettes mold will be made and 2 sets of casts produced
- Budget for the full scale sculpture(s) will be submitted along with architect's budget for creating construction phase contract.

The artist's design fee of \$21,500 to be paid \$6,500 initially and in increments of \$5000 per month over 3 months.

The final \$5000 materials and casting fee to be paid upon delivery of above mentioned item to the City for a total cost of \$26,500

The artist will retain all reproduction rights under the Copyright Act of 1975, 17 U.S.C. 101 et. seq., and all other rights to the work, except as provided in paragraph 9 of the Agreement.

Veterans Memorial Project Sculptor  
David Newton

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**EXHIBIT C**

**CERTIFICATE OF INSURANCE**

Due in 10 days of awarding of contract.

**EXHIBIT D**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

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

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

DAVID NEWTON

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

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

§  
§  
§

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary

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## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	<b>3/27/06</b>	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Parks and Recreation		Initials	Date	
Department Head	Don Wendell	Executive Director	<i>[Signature]</i>	3-20-06	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	3/20/06	
Agenda Coordinator (include phone #): <b>Linda Benoit (7255)</b>					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input checked="" type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
<b>CAPTION</b>					
To approve and authorize a contract with Jones & Boyd, Inc. to provide Landscape Architectural Services to prepare Construction Documents for the Plano Transit Village Veloweb in an amount not to exceed \$203,000, and authorizing the City Manager or his designee to execute any and all documents necessary to effectuate the contract. (RFP No. B012-04. Project No. 5435)					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2005-06</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		170,883	2,524,117	1,000,000	<b>3,695,000</b>
Encumbered/Expended Amount		-170,883	-548,213	0	<b>-719,096</b>
This Item		0	-203,500	0	<b>-203,500</b>
BALANCE		0	1,772,404	1,000,000	<b>2,772,404</b>
<b>FUND(S):    PARK IMPROVEMENT CIP</b>					
<b>COMMENTS:</b> Funds are included in the 2005-06 Park Improvement CIP. This item, in the amount of \$203,000, will leave a current year balance of \$1,772,904 for the Trail Connections project.					
<b>STRATEGIC PLAN GOAL:</b> Trail connections relates to the City's Goal of "Premier City for Families."					
<b>SUMMARY OF ITEM</b>					
The attached Landscape Architectural Services Agreement with Jones & Boyd, Inc. is for the preparation of construction documents for the Plano Transit Village Veloweb. Work is to include preparation of construction documents for a continuous pedestrian and bicycle connection from the Bush Turnpike DART station through the Downtown Plano DART station and continuing to the Parker Road DART station. Jones & Boyd, Inc. has completed the initial route study for this project and is now ready to begin preparation of construction documents.					
The project is being partially funded by a Federal Grant administered by the Texas Department of Transportation. City Council approved the terms and conditions of the Local Transportation Funding Agreement with the State of Texas on 12/16/03. The estimated construction cost for the project is \$2,000,000 with \$1,209,000 being funded by the federal grant and \$791,000 to be funded by the City.					

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**CITY OF PLANO  
COUNCIL AGENDA ITEM**

The total design contract fee is \$203,500 and includes:

Basic Services	\$156,900
Reimbursable expenses	<u>6,000</u>
Subtotal	\$162,900
Additional expenses:	
Route & topographical survey	\$23,000
Texas Accessibility Standards Review	3,400
Easement preparation	<u>14,200</u>
Subtotal	<u>\$40,000</u>
<b>TOTAL</b>	<b>\$203,500</b>

The total fee of \$203,500 is 10.18% of the estimated construction budget for the project. This fee is consistent with other landscape architecture and engineering projects of this size and scope.

Jones & Boyd, Inc. was selected for this project through the RFP process.

List of Supporting Documents:

Location Map

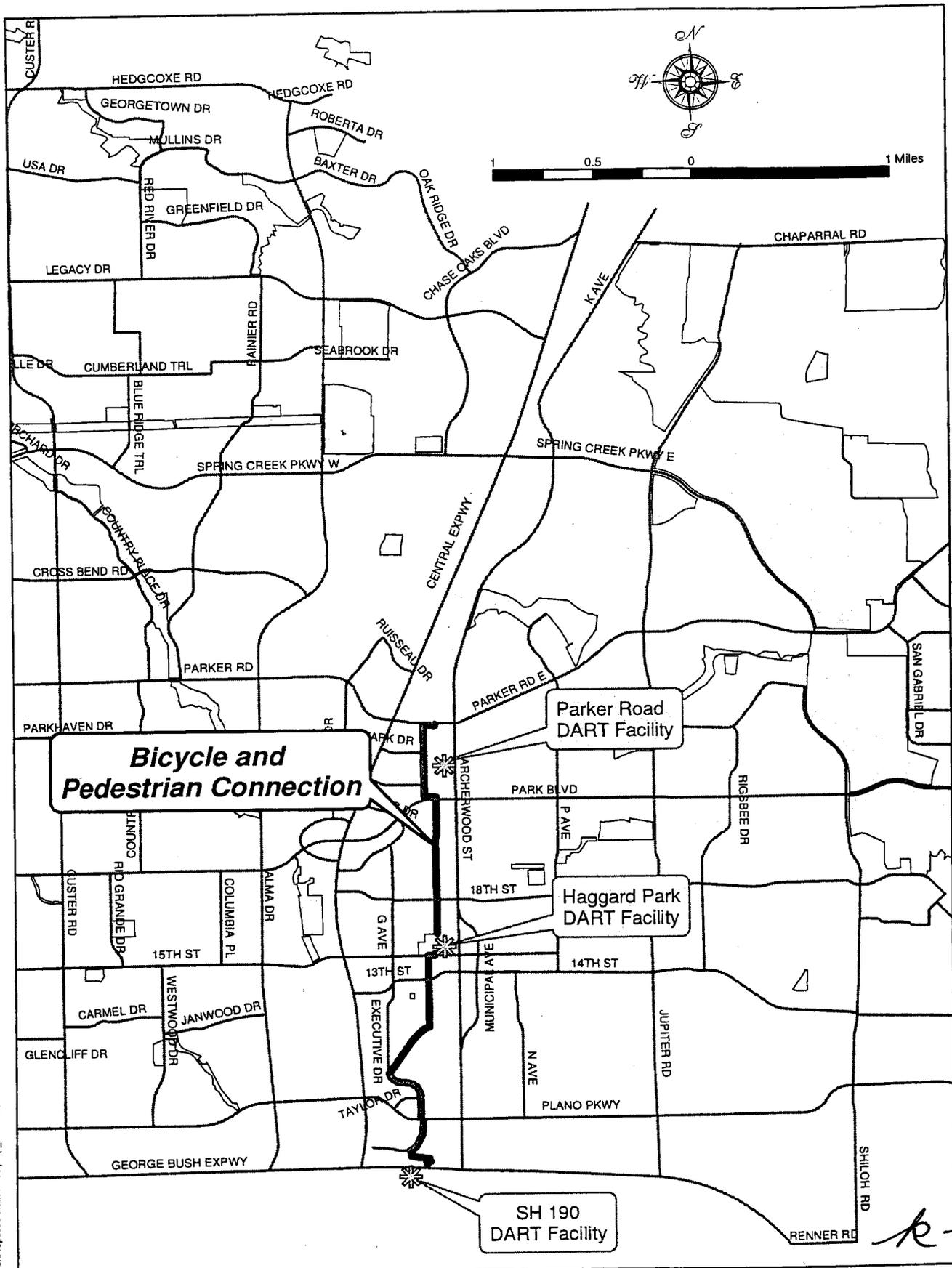
Landscape Architectural Services Agreement

Other Departments, Boards, Commissions or Agencies

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# LOCATION MAP

## SH 190 to Parker Road Bicycle and Pedestrian Connection



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**PLANO TRANSIT VILLAGE VELOWEB – PHASE II**

**PROJECT NO. 5435.1**

**LANDSCAPE ARCHITECT 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 **JONES & BOYD, INC.**, a **TEXAS** Corporation, licensed to do business in the State of Texas, 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 perform landscape architectural services in connection with the **PLANO TRANSIT VILLAGE VELOWEB – PHASE II** project 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 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 contract modifications orders 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. DBE/HUB Participation**

Engineer shall meet the 20% participation goal established by the Texas Department of Transportation ("TxDot") for Disadvantaged Business Enterprises and Historically Underutilized Businesses ("DBE/HUB") in the performance of this Contract. If Engineer does not satisfy this goal in its performance of this Contract, Engineer shall document in writing all good faith efforts made to comply with this goal.

#### **V. 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.

#### **VI. 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.

#### **VII. 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.

#### **VIII. Indemnity**

Architect shall release, defend, indemnify and hold City and its officers, agents and employees harmless from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided by 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.

### **IX. 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.

### **X. 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.

### **XI. 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.

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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.

## **XII. 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.

## **XIII. 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.

## **XIV. 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.

## **XV. 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.

#### **XVI. 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  
Parks & Recreation 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:

Chuck McKinney  
Jones & Boyd, Inc.  
17090 Dallas Parkway #200  
Dallas TX 75248

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.

#### **XVII. 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.

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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.

**JONES & BOYD, INC.**  
A Texas Corporation

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Jeff Miles, P.E. , Vice President

**CITY OF PLANO, TEXAS**

DATE: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

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

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**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by **JEFF MILES, P.E., VICE PRESIDENT** of **JONES & BOYD, INC.**, a **TEXAS** corporation, licensed to do business in the State of Texas, 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

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**EXHIBIT A**  
**SCOPE OF SERVICES**  
**PHASE 2 – CONSTRUCTION DOCUMENTS**  
**PLANO TRANSIT VILLAGE VELOWEB**

**Project Understanding**

Jones & Boyd, Inc. (JBI) has been requested by the City of Plano (City) to provide a design service proposal to prepare the construction drawings for the proposed Plano Transit Village Veloweb trail system, from the Bush Turnpike Dart Station to the Downtown Dart Station and from the Parker Road Dart Facility to the Downtown Dart station.

This project will be designed in accordance with the proposed route and Master Plan documents previously prepared by Jones & Boyd, Inc. and Alta Planning + Design. The budget for this project is understood to be approximately \$2,000,000.

**Project Team**

The consultant team and several descriptions of service to be performed for this phase of the project will include the following:

- Jones & Boyd, Inc. – Lead consultant, surveying, engineering, landscape architecture, construction documents.
- Alta Planning + Design – Assist with design development, regulatory conformance, quality control.
- Kimley-Horn & Associates, Inc. – Traffic engineer, traffic control, trail crossing layout, coordination with TxDOT.
- Lopez Garcia (M/WBE firm) – Site electrical engineering, lighting design.
- Lawton Reprographics (M/WBE firm) – Reproduction and printing.

**Scope of Services**

**SECTION I – BASIC SERVICES**

**1. Predesign**

- A. We will meet with you to discuss the project requirements and standards, review project timelines and schedules and identify the key components and issues related to the project.
- B. We will revisit the trail route to reacquaint ourselves with the project.
- C. We will obtain available maps, plats, topographic surveys, utility plans (existing and proposed) and as-built plans for existing, adjacent developments and facilities within and surrounding the trail route, and we will review them for their impact on the proposed trail development.

## 2. Schematic Design

- A. Based on the approved Master Plan and proposed trail route along with our route survey described in Section II – Additional Services, JBI will prepare schematic level drawings for the project which will include the following:
- 1) Trail alignment including type and locations of street and railroad crossings;
  - 2) Typical cross-sections for various conditions along trail route;
  - 3) Preliminary trail grades including locations and heights of retaining walls;
  - 4) Identify locations of potential utility conflicts; and
  - 5) Trail construction details.
- B. We will prepare a preliminary cost estimate for the project based on the schematic phase.
- C. We will submit the schematic level plans to the City for review and comment, and subsequent to City approval, we will assist in the coordination of the schematic design package submittal to TxDOT as well as to DART.
- D. We will address comments from TxDOT and DART and will include necessary revisions to the plans for resubmittal until the schematic plans are approved to move to final construction drawings. We anticipate three (3) rounds of comments and revisions. We will update the cost estimate with each round of comments.
- E. Provide presentation materials and coordinate the public input meeting. One (1) public meeting is anticipated.
- F. Deliverables shall include one (1) set of full size reproducible drawings and four (4) sets of plans for submittal to TxDOT, DART and the City, as well as AutoCAD.dwg and pdf files.

## 3. Design Development

- A. While TxDOT is reviewing the schematic level design, we will prepare the Design Development Drawings that will establish the character of the proposed trail improvements. Included in the Design Development Documents will be the following:
- 1) Develop an overall project theme and character which will establish a physical connection among the elements and work toward unifying the project;
  - 2) Select construction materials;
  - 3) Determine site furnishings including fencing and other barriers, light fixtures, benches, etc.;
  - 4) Enhanced paving – locations and design;
  - 5) Develop trail signage standards;
  - 6) Develop a plant palette for the revegetation of disturbed project areas; and

- 7) Provide preliminary engineering layouts for existing utility line relocations.
  - B. We will present the Design Development Documents to the City for review and comment and will include the City's comments in final design development drawings for approval. Upon approval of the schematic phase, we will include the approved Design Development Drawings and proceed to the final Construction Plan phase. The Design Development Documents will be consistent with the established budget.
  - C. We will update the preliminary construction cost estimate to reflect the Design Development phase.
  - D. Final deliverables shall include one (1) set of reproducible drawings and four (4) half size sets of drawings along with electronic AutoCAD.dwg and pdf files.
- 4. Final Construction Documents**
- A. Based on the approved schematic phase and design development plan documents, JBI will prepare construction drawings for the project. These shall include, but are not limited to, the following:
    - 1) Cover sheet showing vicinity map for the project site, signature block, index of drawings and contact list;
    - 2) Overall project map and sheet index;
    - 3) Existing conditions/demolition plans showing the existing site conditions as well as the removal and/or relocation of any existing elements as required to accommodate the proposed improvements;
    - 4) Trail alignment plans;
    - 5) Layout, dimension control and materials plans for selected enlargement areas;
    - 6) Grading and drainage plans;
    - 7) Site construction details;
    - 8) Erosion control plans;
    - 9) Site lighting and site electrical plans;
    - 10) Utility plans including necessary utility relocations;
    - 11) Traffic control plans for use during construction;
    - 12) Additional plans and/or details necessary to show design intent for all the proposed improvements; and
    - 13) Specific plans necessary for construction of the programmed design elements.
  - B. Standards – Final drawings are to comply with applicable TxDOT, DART, AASHTO and TAS design standards.
  - C. The preliminary construction cost estimate will be modified and updated to reflect the construction drawings at the fifty percent (50%), ninety percent (90%) and one hundred percent (100%) completion milestones.
  - D. JBI will provide four (4) sets of plans for the City's review and comment at approximate fifty percent (50%), ninety percent (90%) and one hundred percent (100%) complete milestones and will incorporate the City's comments into the plans.

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- E. Technical Specifications – JBI will prepare technical specifications for the work included in the construction plans (CSI format) and will assemble a complete project manual. The general and supplementary conditions of the contract, bond forms, etc. shall be provided by the City. JBI will also prepare a bid form and unit price schedule for the proposed project improvements, including, without limitation, material quantities, unit prices, total base bid and alternate items. One (1) set of unbound technical specifications shall be provided to the City.
- F. Storm Water Pollution Prevention Plan (SWPPP) – JBI shall prepare a SWPPP in accordance with current Texas Commission on Environmental Quality (TCEQ) and Environmental Protection Agency (EPA) guidelines and assist in filing the Notice of Intent (NOI) for coverage under the TCEQ State permit. The SWPPP and Erosion Control Plan shall comply with the City's Erosion Control Manual.
- G. We will assist with the coordination of submittals of the construction plans to TxDOT, including partial and final complete plan sets, and will work with the City and TxDOT staff for approval of the plans, including incorporating and addressing comments and revisions.

**5. Construction Phase Services**

- A. Bidding – Based on approved construction documents, JBI will provide bidding services to include the following:
  - 1) Attend pre-bid conference and prepare meeting notes;
  - 2) Prepare addenda items (if necessary);
  - 3) Answer questions during the bidding process;
  - 4) Review bids, as requested by the City; and
  - 5) Make a recommendation for awarding the construction contract to the low and second low bidder.
- B. Construction Administration – During construction, JBI will perform the following construction administration services:
  - 1) Attend pre-construction conference;
  - 2) Review shop drawing, submittals and mock-ups as required;
  - 3) Respond to contractor Requests For Information (RFI);
  - 4) Make periodic site visits, as required, to observe contractor progress (not continuous site inspection) to determine if the work is proceeding in general accordance with the Contract Documents (a total of Ten (10) site visits are anticipated). *Neither Jones & Boyd, Inc. nor any sub consultant guarantee the performance of any contractor and shall have no responsibility for furnishing materials or performing any work on the project;*
  - 5) Prepare punch list of items to be completed or corrected;
  - 6) Provide consultation concerning the work in progress;
  - 7) Perform final inspection review; and
  - 8) JBI shall attend progress meetings and record meeting minutes for distribution.

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- C. As-Built Plans – Based on the Contractor's records and provided information, as well as our field observations, JBI will prepare a set of as-built plans showing the approximate location of constructed improvements. This does not include full field survey of all constructed improvements.

**SECTION II – ADDITIONAL SERVICES**

- A. Trail Route and Topographic Survey – JBI will perform an on-the-ground route survey of the proposed trail alignment and layout. This survey will show the locations of all existing site features and improvements along with their spot grades and elevations. Site features include existing paving, railroad facilities, visible utilities, drainage structures, trees, etc. The width of this survey shall generally be sixty feet (60') from each side of the centerline of the proposed trail but will expand as needed to make sure all pertinent information is obtained.
- B. Texas Accessibility Standards – JBI will submit a full-sized set of construction documents to the Texas Department of Licensing and Regulation or an independent contract provider approved by the City for Texas Accessibility Standards review and will work with their staff for plan approval and final project inspection. Based on the plans review, JBI will revise the construction documents accordingly.
- C. Easement Preparation – JBI will prepare legal descriptions and exhibits necessary for obtaining all necessary trail easement and right-of-way dedications for this project. Up to ten (10) such descriptions are anticipated including this proposal. Research of affected properties is also included. It is assumed the language of the easements and dedications along with obtaining the property owner's consent and signature will be provided by the City. All easements are also assumed to be by separate instrument; replatting is not included.
- D. Reimbursable Expenses (Not to Exceed \$6,000.00) – Reimbursable expenses are those incurred by JBI or the sub consultants, which are not included in our basic or additional services. These costs will be invoiced at a cost of 1.10 times the actual expense incurred unless otherwise specified. This budget of six thousand dollars (\$6,000.00) will not be exceeded by Jones & Boyd, Inc. without the formal written approval of the City of Plano. These costs include all reasonable and necessary expenses which are chargeable to the work which, in general, include expenses for printing of plans, long distance communication charges, travel, delivery, other reproduction services, and similar incidentals (City submittal and City plan review fees are not included).

**SECTION III – EXCLUSIONS**

- A. Exclusions – The intent of this scope of services is to include only the services specifically listed herein and no others. Services specifically excluded from this scope of services include the following:
  - 1) Construction staking;
  - 2) Field survey outside the defined project area;
  - 3) Environmental impact statements or assessments;

- 4) Platting services;
- 5) Consulting services by others not included in this proposal;
- 6) Services beyond those described in Section I or Section II;
- 7) CLOMR or LOMR reports or submittal to FEMA;
- 8) Hydrologic or hydraulic studies;
- 9) Corps of Engineer permitting;
- 10) Wetlands determination/delineation;
- 11) Renderings beyond those to show design intent;
- 12) As-built field surveys; and
- 13) Pedestrian activated or signalized crossing.

#### SECTION IV – ANCILLARY DATA AND DRAWING STANDARDS

##### B. Information to be provided by the City

- 1) All available "as-built" plans including all pertinent paving, drainage and utility plans for the trail and surrounding developments (includes proposed or existing);
- 2) The City shall coordinate all approvals with other City departments.

##### C. JBI Drawing Standards

- 1) All drawing file coordinates will be Datum NAD83, North Texas Zone; and
- 2) JBI will provide the City AutoCAD files with a separate file for each plan sheet.

**PROJECT SCHEDULE – EXHIBIT B**  
**PLANO TRANSIT VILLAGE VELOWEB**  
**PHASE II - CONSTRUCTION DOCUMENTS**

*Prepared by Jones & Boyd, Inc  
February 15, 2006*

April 3, 2006 - May 1, 2006 (Weeks 1 through 4)	Site Topographic/Boundary Survey
May 2, 2006 – June 6, 2006 (Weeks 4 through 9)	Schematic Design Phase
June 12, 2006 (Week 10)	Submit Schematic Design plan set to TxDOT, DART and the City of Plano for review
June 12, 2006 – Sept. 4, 2006 (Weeks 10 through 22)	1 <sup>st</sup> Agency review period for Schematic Design plan set
Sept. 5, 2006 - Sept. 26, 2006 (Weeks 22 through 25)	Revisions - Address TxDOT, DART and the City of Plano comments from Schematic Design plan set review
Sept. 12, 2006 – October 17, 2006 (Weeks 23 through 28)	Begin Design Development Phase – concurrent with Schematic Design Plan
October 18, 2006 (Week 28)	Submit Design Development plan set to the City of Plano for review
October 19, 2006 - November 14, 2006 (Weeks 28 through 32)	City of Plano review period for Design Development plan set
Sept. 27, 2006 - November 14, 2006 (Weeks 25 through 32)	2 <sup>nd</sup> Agency review period for Schematic Design plan set
November 15, 2006 – December 6, 2006 (Weeks 32 through 35)	Revisions - Address TxDOT, DART and the City of Plano comments from Schematic Design plan set review
December 7, 2006 – January 4, 2007 (Weeks 35 through 39)	Final Agency review period for Schematic Design plan set
January 4, 2007 – January 25, 2007 (Weeks 39 through 42)	Prepare and Submit 50% complete Construction Document plan set and technical specifications to Parks Department for review
January 26, 2007 - February 9, 2007 (Weeks 42 through 44)	Review of 50% complete Construction Document plan set by Development Services and Parks Department
February 12, 2007 – February 21, 2007 (Weeks 45 through 46)	Prepare and Submit 90% complete Construction Document plan set and technical specifications to Parks Department for review
February 22, 2007 – March 1, 2007 (Weeks 46 through 47)	Review of 90% complete Construction Document plan set by Development Services and Parks Department
March 2, 2007 – March 9, 2007 (Weeks 47 through 48)	Prepare 100% Construction Document Plan set and technical specifications. Revise cost estimate to reflect 100% submittal. Submit plans for Texas Accessibility Review (TAS)
March 12, 2007 – April 2, 2007 (Weeks 47 through 50)	Final TxDOT review
May 7, 2007 – May 14, 2007 (Weeks 55 through 56)	Final plan revisions
May 21, 2007 – June 11, 2007 (Weeks 57 through 60)	Submit final plan Construction Document Plan set and technical specifications; Advertise project for bid.
July 30, 2007 – January 28, 2008 (Weeks 67 – Weeks 93 - project completion)	Project Construction – anticipate 180 calendar days.

C:\Documents and Settings\billd\Local Settings\Temporary Internet Files\OLKC\prelim-PROJECTSCHEDULE-20060213 (3).DOC

**EXHIBIT C**  
**PAYMENT SCHEDULE**  
**PHASE 2 – CONSTRUCTION DOCUMENTS**  
**PLANO VELOWEB**

The fees for the scope of services outlined in Exhibit A, scope of services are to be a lump sum fee as follows:

**Fees**

**SECTION I - BASIC SERVICES**

1. Predesign	\$ 4,000
2. Schematic Design	\$ 40,200
3. Design Development	\$ 18,900
4. Final Constructon Drawings	\$ 73,800
5. Construction Phase Services	<u>\$ 20,000</u>
<b>Total Basic Services</b>	<b><u>\$ 156,900</u></b>

**SECTION II - ADDITIONAL SERVICES**

1. Route and Topographic Survey	\$ 23,000
2. Texas Accessibility Standards	\$ 3,400
3. Easement Preparations	\$ 14,200
4. Reimbursable Expenses	<u>\$ 6,000</u>
<b>Total Additional Services</b>	<b><u>\$ 46,600</u></b>

**PROJECT TOTAL** **\$ 203,500**

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**JONES & BOYD, INC.  
HOURLY FEE SCHEDULE**

	<u>REGULAR</u>
Principal	\$ 160.00
<hr/>	
Project Manager - Engineering	135.00
Project Engineer	105.00
Design Engineer	90.00
Sr. Engineering Technician	90.00
Engineering Technician	80.00
<hr/>	
Project Surveyor	110.00
Sr. Survey Technician	90.00
Survey Technician	80.00
2-Man Survey Crew	120.00
3-Man Survey Crew	140.00
<hr/>	
Senior Land Planner	120.00
Land Planner	90.00
Planning Technician	70.00
<hr/>	
Project Manager - Landscape Architecture	110.00
Sr. Landscape Designer	90.00
Landscape Designer	80.00
<hr/>	
Sr. Construction Estimator	120.00
Construction Estimator	80.00
<hr/>	
Administrative Assistant	60.00

Prints, filing fees, special equipment, etc. are billed actual cost plus 15% handling.

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**EXHIBIT "D"**

**LANDSCAPE ARCHITECT**

**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.

- 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

# LANDSCAPE ARCHITECT

## City of Plano - Insurance Checklist

("X" means the coverage is required.)

### Coverages Required

### Limits (Figures Denote Minimums)

- |                                                                                     |                                                                                                              |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> 1. Workers' Compensation & Employers' Liability | Statutory limits of State of Texas<br>\$100,000 accident \$100,000 disease<br>\$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<br>Minimum \$500,000 each occurrence<br>\$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                                                                              |

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

INSURANCE AGENT'S STATEMENT

I have reviewed these requirements with the 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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## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: <b>3/27/06</b>		Reviewed by Legal <i>JSD</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>	3/8/06
Agenda Coordinator (include phone #): <b>Lynne Jones - 7109</b>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
<b>CAPTION</b>				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A SECOND MODIFICATION TO A WRECKER SERVICE CONTRACT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND SIGNATURE TOWING, INC.; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input 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:				
<b>SUMMARY OF ITEM</b>				
This Second Modification to the towing contract by and between the City and Signature Towing, Inc. will keep the original agreement in compliance with newly enacted legislation, including HB 480, specifically regarding a City's responsibility with regard to vehicles placed on investigative hold by its Police Department.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
n/a		n/a		

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A SECOND MODIFICATION TO A WRECKER SERVICE CONTRACT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND SIGNATURE TOWING, INC.; 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 Second Modification to a Wrecker Service Contract By and Between the City of Plano, Texas and Signature Towing, Inc., a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Second Modification"); and,

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

**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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RES-APPROVAL

**SECOND MODIFICATION OF WRECKER SERVICE CONTRACT BY AND BETWEEN CITY OF PLANO, TEXAS AND SIGNATURE TOWING, INC.**

THIS SECOND MODIFICATION OF wrecker service contract (hereinafter "Second Modification") is made and entered into on this the \_\_\_\_ day of March, 2006, by and between **SIGNATURE TOWING, INC.** (hereinafter "Signature"), Plano, Texas, 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 Signature entered into an Agreement on October 20, 2004, (hereinafter "Agreement") for wrecker services (hereinafter "Services"); and

**WHEREAS**, City and Signature amended the Agreement on October 10, 2005 (hereinafter "the First Modification"); and

**WHEREAS**, City and Signature desire to further amend such agreement in certain respects as set forth in this Second Modification in order for said Agreement to remain in compliance with newly enacted legislation, including HB 480, specifically regarding a City's responsibility with regards to vehicles placed on investigative hold by its Police Department.

**NOW THEREFORE**, the Agreement and the First Modification are incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement and First Modification 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 Second Modification and the Agreement and First Modification, priority of interpretation shall be given in the following order: Second Modification, First Modification, and Agreement. In consideration of the foregoing, and for other good and valuable consideration, the parties hereto agree as follows:

Effective upon signature and continuing through the remaining term of the Agreement, the Agreement is amended as follows consistent with the statutory amendments of the Vehicle Storage Facility Act:

1. When a vehicle is impounded by the Plano Police Department for evidentiary or examination purposes, towing, storage, impound or notification fees will not be charged to the owner for the period of time that the vehicle is held for the Plano Police Department.
2. When a vehicle is impounded by a Plano Police Officer for evidentiary or examination purposes, Signature will charge the City of Plano a fee

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of \$60 for reimbursement of costs associated with such a tow and impoundment, consistent with the requirements of HB480.

- 3. Signature will not release a vehicle held on behalf of the Plano Police Department for evidentiary or examination purposes until Signature receives a release authorization from the Plano Police Department. The vehicle hold status release notification faxed or given to Signature must indicate that the vehicle was held for evidentiary or examination purposes in order for Signature not to charge the person to whom the vehicle is being released.

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

**SIGNATURE TOWING, INC.**

By: \_\_\_\_\_  
 Name: Richard L. Chron  
 Title: V.P. Operations  
 Address: 1204 Municipal Ave  
 Plano, TX 75074

**CITY OF PLANO**

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

APPROVED AS TO FORM:

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

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**ACKNOWLEDGEMENTS**

**STATE OF TEXAS       §**  
**§**  
**COUNTY OF COLLIN   §**

This instrument was acknowledged before me on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2006, by \_\_\_\_\_, of  
Signature Towing, Inc., a Texas corporation, on behalf of said corporation.

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

**STATE OF TEXAS       §**  
**§**  
**COUNTY OF COLLIN   §**

This instrument was acknowledged before me on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2006, by \_\_\_\_\_, the  
\_\_\_\_\_ of the City of Plano, a home-rule  
municipal corporation on behalf of said corporation.

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

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**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	<b>3/27/06</b>		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>	3.15.06	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	3/15/06	
Agenda Coordinator (include phone #): <b>Lisa Prunty, ext 7342</b>					

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

**CAPTION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE RENEWAL OF AN AGREEMENT BETWEEN ORACLE USA, INC., FORMERLY KNOWN AS PEOPLESOFT USA, INC., AND THE CITY OF PLANO; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>2005-06</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	2,226,049	0	<b>2,226,049</b>
Encumbered/Expended Amount	0	-1,439,079	0	<b>-1,439,079</b>
This Item	0	-112,512	0	<b>-112,512</b>
BALANCE	0	674,458	0	<b>674,458</b>

**FUND(S):**    **TECHNOLOGY SERVICE FUND**

**COMMENTS:** Funding for this item is included in the FY 2005-06 Budget. The remaining amount will be used for other Maintenance Agreement costs.

**SUMMARY OF ITEM**

Technology Services recommends Council approve the renewal of a software support agreement with Oracle USA, Inc., for three (3) years for a sum of \$112,511.72 for the first year and not to exceed the lower of (a) the fee in effect at the time of renewal or (b) 10 percent (10%) in each subsequent twelve (12) month period subject to the availability and appropriation of funds after the first year. Maintenance and support for the Oracle USA, Inc., (formerly PeopleSoft USA, Inc.) PeopleSoft Enterprise services is only available from one source, Oracle USA, Inc., and therefore, is exempt from competitive bid as provided for in Section 252.022(a) (7) of the Texas Local Government Code.

List of Supporting Documents: Staff memo; Resolution; Quote	Other Departments, Boards, Commissions or Agencies
----------------------------------------------------------------	----------------------------------------------------

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE RENEWAL OF AN AGREEMENT WITH ORACLE USA., INC., A SOLE SOURCE VENDOR, FOR THE MAINTENANCE AND SUPPORT OF PEOPLESFT ENTERPRISE SOFTWARE; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Plano has been presented with a renewal from Oracle, Inc. for maintenance and support of Enterprise (formerly known as PeopleSoft, Inc.) software applications in an amount not to exceed \$112,511.72 for the first year and at a sum not to exceed the lower of (a) the fee in effect at the time of renewal or (b) 10 percent (10%) in each subsequent twelve (12) month period subject to the availability and appropriation of funds after the first year; and

**WHEREAS**, the City Council approved a master Agreement with Peoplesoft, Inc. (now known as Oracle USA., Inc.) in March of 1998; and

**WHEREAS**, the City Council finds that the maintenance and support for the PeopleSoft Enterprise software applications is only available from one source, OracleUSA, Inc., and, therefore, is exempt from competitive bid as provided for in Section 252.022(a)(7) of the Texas Local Government Code; and

**WHEREAS**, upon full review and consideration of 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 should 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 City Council of the City of Plano, Texas, hereby finds and determines that maintenance and support for the PeopleSoft Enterprise software applications are available from only one source, and, therefore, exempt from competitive bid or proposal as provided for in Section 252.022(a)(7) of the Texas Local Government Code.

**Section II.** The Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and to be in the best interest of the City of Plano and its citizens, is hereby in all things approved.

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**Section III.** The City Manager or, in his absence, an Executive Director, is hereby authorized to execute any and all documents in connection therewith on behalf of the City of Plano.

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

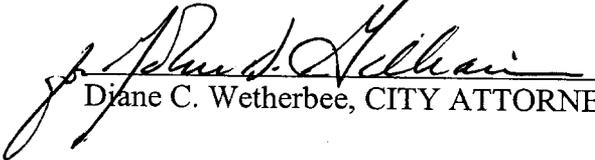
**DULY PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

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

ATTEST:

\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

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

## Memorandum

**Date:** March 13, 2006

**To:** David Stephens, Director of Technology Services

**From:** Danny Housewright, Systems and Programming Manager

**Subject:** Approval of Annual Maintenance for Oracle PeopleSoft Enterprise Applications

We have received invoices for the annual renewal of maintenance and support for the PeopleSoft Enterprise HRMS, Payroll, and Employee Self-Service software applications. Oracle purchased PeopleSoft and PeopleSoft Enterprise is the name Oracle continues to use for the PeopleSoft suite of applications. These applications are integral to the business processes of the City of Plano. Therefore, the continuation of the maintenance and support of these software applications is critical to the operations of the City.

Oracle is the only company that provides enhancements, upgrades and support for their products. Annual maintenance and support with Oracle is necessary in order to receive help in resolving issues with the PeopleSoft Enterprise software applications and to continue to receive upgrades and enhancements to the PeopleSoft Enterprise products.

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### Oracle Service Renewal

**Quotation Date: 15-Feb-06**

Kathy Kargol  
City Of Plano  
IS Department  
1117 E 15th St  
PLANO  
TX 75074  
United States

**Tel.: 972 941-7342**

**Fax:**

**E-mail: Kathyk@plano.gov**

THIS QUOTATION IS VALID THROUGH 1-Mar-06.

PLEASE DO NOT CHANGE ANY OF THE INFORMATION BELOW WHEN SUBMITTING YOUR SERVICE RENEWAL. ORDERS IN WHICH THE SERVICE DETAILS HAVE BEEN CHANGED ARE NOT VALID AND YOUR ORDER WILL NOT BE PROCESSED. If a change to the information provided below is required, please contact me and an updated service renewal quote will be provided to you in accordance with Oracle's technical support policies located at <http://www.oracle.com/support/policies.html>

<b>Service Level:</b>	<b>Software Update License &amp; Support</b>	<b>End Date: 1-Mar-07</b>		
<b>Product Description – License Metric</b>	<b>CSI #</b>	<b>Qty</b>	<b>Start Date</b>	
Powerplay	14483572	1700	2-Mar-06	
PeopleSoft Enterprise Benefits Admin. For Public Sec - Employee Count Perpetual	14483572	1700	2-Mar-06	
PeopleSoft Enterprise Human Resources For Public Sec - Employee Count Perpetual	14483572	1700	2-Mar-06	
PeopleSoft Enterprise Payroll For Public Sector - Employee Count Perpetual	14483572	1700	2-Mar-06	

**Total Amount: USD 72,864.00**

Plus Applicable Tax

*M-5*



**Acceptance Details**

Oracle processes service renewal orders after receipt of a purchase order or other acceptable form of payment such as a credit card for the total fees specified on the Oracle Service Renewal.

**PURCHASE ORDER, CREDIT CARD CONFIRMATION**

**Purchase Order**

If accepting your service renewal by Purchase Order, your Purchase Order must include the following:

Service Renewal #: P-98-83-00-000--15  
Term of Service: 2-Mar-06 to 1-Mar-07  
Local Tax, if applicable

The terms of your agreement with Oracle, formerly known as Peoplesoft, and this order supersede the terms of a Purchase Order.

Please e-mail or fax your Purchase Order to:

Attn: Timothy McNeil  
Oracle Support Services  
Fax: 719-757-4274  
E-mail: tim.mcneil@oracle.com  
Customer: City Of Plano  
From: Kathy Kargol

**Credit Card**

If accepting your service renewal by Credit Card, please complete the sections below and fax this information to:

Attn: Timothy McNeil  
Oracle Support Services  
Fax: 719-757-4274  
E-mail: tim.mcneil@oracle.com  
Customer: City Of Plano  
From: Kathy Kargol

\_\_\_\_\_  
Credit Card Number

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Authorized Signature

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

Your credit card must remain valid for the entire Term of Service above. Oracle will bill your credit card in accordance with the Billing Terms below.

M-6

ORACLE

**PAYMENT TERMS**

Payment Terms for all fees payable to Oracle are 30 NET and will be invoiced quarterly in arrears.

**ADDITIONAL ORACLE TERMS**

There are no additional terms.

711-7



## Customer Details

Please verify and update the following information to enable us to provide an efficient and timely service to your company. If changes are required, please e-mail or fax the updated information to:

Attention: Timothy McNeil  
Oracle Support Services  
E-mail: tim.mcneil@oracle.com  
Fax: 719-757-4274  
Tel.: 925 694-6689

Company Name: City Of Plano  
Service Renewal #: P-98-83-00-000--15

### For Quotation

Contact: Kathy Kargol  
Company: City Of Plano  
Address: IS Department  
1117 E 15th St  
PLANO  
TX 75074  
United States

Tel.: 972 941-7342  
Fax:  
E-mail: Kathyk@plano.gov

### For Invoice

Contact: Kathy Kargol  
Company: City Of Plano  
Address: IS Department  
1117 E 15th St  
PLANO  
TX 75074  
United States

Tel.: 972-941-7342  
Fax: -972/941-7195  
E-mail: Kathyk@plano.gov

M-8



15-Feb-06

Kathy Kargol  
City Of Plano  
IS Department  
1117 E 15th St  
PLANO  
TX 75074  
United States

Re: Service Renewal # P-98-83-01-000--11

Dear Kathy Kargol,

Please find attached a quotation for the above service renewal. The technical support services and benefits you are receiving will expire, or have expired, on 1-Mar-06. This quotation is provided pursuant to the terms and conditions of the valid license agreement that you executed when you acquired technical support from Oracle, formerly known as PeopleSoft, for the licenses referenced on the above service renewal; your service order under this quotation is subject to Oracle's acceptance.

In order to complete this service renewal and to ensure that there is no interruption to your technical support, please accept this service renewal in accordance with the attached Acceptance Details on or before 22-Feb-06. An invoice, including applicable sales tax, GST, or VAT (collectively referred to as "Tax"), will only be issued upon receipt of acceptance. If your organization is tax exempt and is not a U.S. federal government entity, a copy of your tax exemption certificate (specifying Oracle USA, Inc., as vendor) must be included with your purchase order or other form of payment.

Oracle's technical support policies govern the terms of your technical support and are subject to change in accordance with its terms. The most current technical support policies, including Oracle's Reinstatement Policy, can be found on the web at <http://www.oracle.com/support/policies.html>. Customers who allow technical support to lapse and later wish to reactivate it will be subject to Oracle's then current Reinstatement Policy. Applicable reinstatement fees may apply in addition to the annual technical support fees.

Oracle provides information and notices about technical support via e-mail. Accordingly, it is important that you provide updated e-mail information with your order to ensure that you receive all communication and notices from us.

I would like to take this opportunity to thank you for your continued business. If you require further information, please do not hesitate to contact me at your earliest convenience.

Regards,

Timothy McNeil  
Oracle Support Services  
E-mail: [tim.mcneil@oracle.com](mailto:tim.mcneil@oracle.com)  
Tel.: 925 694-6689  
Fax: 719-757-4274

M-9



Oracle Service Renewal

Quotation Date: 15-Feb-06

Kathy Kargol
City Of Plano
IS Department
1117 E 15th St
PLANO
TX 75074
United States

Tel.: 972 941-7342

Fax:

E-mail: Kathyk@plano.gov

THIS QUOTATION IS VALID THROUGH 1-Mar-06.

PLEASE DO NOT CHANGE ANY OF THE INFORMATION BELOW WHEN SUBMITTING YOUR SERVICE RENEWAL. ORDERS IN WHICH THE SERVICE DETAILS HAVE BEEN CHANGED ARE NOT VALID AND YOUR ORDER WILL NOT BE PROCESSED. If a change to the information provided below is required, please contact me and an updated service renewal quote will be provided to you in accordance with Oracle's technical support policies located at http://www.oracle.com/support/policies.html

Table with 4 columns: Product Description - License Metric, CSI #, Qty, Start Date. Rows include Merant Net Express V3 Win/Nt and various PeopleSoft Enterprise licenses (Edevelopment, Ecompensation, Ebenefits, Epay, Eprofile, Erecruit).

Total Amount: USD 25,225.00

Plus Applicable Tax

Handwritten text: M-10



**Acceptance Details**

Oracle processes service renewal orders after receipt of a purchase order or other acceptable form of payment such as a credit card for the total fees specified on the Oracle Service Renewal.

**PURCHASE ORDER, CREDIT CARD CONFIRMATION**

**Purchase Order**

If accepting your service renewal by Purchase Order, your Purchase Order must include the following:

Service Renewal #: P-98-83-01-000--11  
Term of Service: 2-Mar-06 to 1-Mar-07  
Local Tax, if applicable

The terms of your agreement with Oracle, formerly known as Peoplesoft, and this order supersede the terms of a Purchase Order.

Please e-mail or fax your Purchase Order to:

Attn: Timothy McNeil  
Oracle Support Services  
Fax: 719-757-4274  
E-mail: tim.mcneil@oracle.com  
Customer: City Of Plano  
From: Kathy Kargol

**Credit Card**

If accepting your service renewal by Credit Card, please complete the sections below and fax this information to:

Attn: Timothy McNeil  
Oracle Support Services  
Fax: 719-757-4274  
E-mail: tim.mcneil@oracle.com  
Customer: City Of Plano  
From: Kathy Kargol

\_\_\_\_\_  
Credit Card Number

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Authorized Signature

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

Your credit card must remain valid for the entire Term of Service above. Oracle will bill your credit card in accordance with the Billing Terms below.

*M-11*

ORACLE

**PAYMENT TERMS**

Payment Terms for all fees payable to Oracle are 30 NET and will be invoiced quarterly in arrears.

**ADDITIONAL ORACLE TERMS**

There are no additional terms.

M-12



## Customer Details

Please verify and update the following information to enable us to provide an efficient and timely service to your company. If changes are required, please e-mail or fax the updated information to:

Attention: Timothy McNeil  
Oracle Support Services  
E-mail: tim.mcneil@oracle.com  
Fax: 719-757-4274  
Tel.: 925 694-6689

Company Name: City Of Plano  
Service Renewal #: P-98-83-01-000--11

### For Quotation

Contact: Kathy Kargol  
Company: City Of Plano  
Address: IS Department  
1117 E 15th St  
PLANO  
TX 75074  
United States

Tel.: 972 941-7342  
Fax:  
E-mail: Kathyk@plano.gov

### For Invoice

Contact: Kathy Kargol  
Company: City Of Plano  
Address: IS Department  
1117 E 15th St  
PLANO  
TX 75074  
United States

Tel.: 972-941-7342  
Fax: -972/941-7195  
E-mail: Kathyk@plano.gov

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# ORACLE

15-Feb-06

Kathy Kargol  
City Of Plano  
IS Department  
1117 E 15th St  
PLANO  
TX 75074  
United States

Re: Service Renewal # P-04-12333-000--2

Dear Kathy Kargol,

Please find attached a quotation for the above service renewal. The technical support services and benefits you are receiving will expire, or have expired, on 23-May-06. This quotation is provided pursuant to the terms and conditions of the valid license agreement that you executed when you acquired technical support from Oracle, formerly known as PeopleSoft, for the licenses referenced on the above service renewal; your service order under this quotation is subject to Oracle's acceptance.

In order to complete this service renewal and to ensure that there is no interruption to your technical support, please accept this service renewal in accordance with the attached Acceptance Details on or before 24-Apr-06. An invoice, including applicable sales tax, GST, or VAT (collectively referred to as "Tax"), will only be issued upon receipt of acceptance. If your organization is tax exempt and is not a U.S. federal government entity, a copy of your tax exemption certificate (specifying Oracle USA, Inc., as vendor) must be included with your purchase order or other form of payment.

Oracle's technical support policies govern the terms of your technical support and are subject to change in accordance with its terms. The most current technical support policies, including Oracle's Reinstatement Policy, can be found on the web at <http://www.oracle.com/support/policies.html>. Customers who allow technical support to lapse and later wish to reactivate it will be subject to Oracle's then current Reinstatement Policy. Applicable reinstatement fees may apply in addition to the annual technical support fees.

Oracle provides information and notices about technical support via e-mail. Accordingly, it is important that you provide updated e-mail information with your order to ensure that you receive all communication and notices from us.

I would like to take this opportunity to thank you for your continued business. If you require further information, please do not hesitate to contact me at your earliest convenience.

Regards,

Timothy McNeil  
Oracle Support Services  
E-mail: [tim.mcneil@oracle.com](mailto:tim.mcneil@oracle.com)  
Tel.: 925 694-6689  
Fax: 719-757-4274

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## Oracle Service Renewal

**Quotation Date: 15-Feb-06**

Kathy Kargol  
City Of Plano  
IS Department  
1117 E 15th St  
PLANO  
TX 75074  
United States

**Tel.:** 972 941-7342  
**Fax:**  
**E-mail:** Kathyk@plano.gov

THIS QUOTATION IS VALID THROUGH 23-May-06.

PLEASE DO NOT CHANGE ANY OF THE INFORMATION BELOW WHEN SUBMITTING YOUR SERVICE RENEWAL. ORDERS IN WHICH THE SERVICE DETAILS HAVE BEEN CHANGED ARE NOT VALID AND YOUR ORDER WILL NOT BE PROCESSED. If a change to the information provided below is required, please contact me and an updated service renewal quote will be provided to you in accordance with Oracle's technical support policies located at <http://www.oracle.com/support/policies.html>

<b>Service Level:</b>	<b>Software Update License &amp; Support</b>	<b>End Date: 23-May-07</b>		
<b>Product Description – License Metric</b>	<b>CSI #</b>	<b>Qty</b>	<b>Start Date</b>	
PeopleSoft Enterprise Talent Acquisition Manager - Employee Count Perpetual	14480754	2653	24-May-06	
Conversion Only - Ibm Was - Employee Count Perpetual	14480754	2653	24-May-06	

**Total Amount: USD 14,422.72**

Plus Applicable Tax

*M-15*



## Acceptance Details

Oracle processes service renewal orders after receipt of a purchase order or other acceptable form of payment such as a credit card for the total fees specified on the Oracle Service Renewal.

### PURCHASE ORDER, CREDIT CARD CONFIRMATION

#### **Purchase Order**

If accepting your service renewal by Purchase Order, your Purchase Order must include the following:

Service Renewal #: P-04-12333-000--2  
Term of Service: 24-May-06 to 23-May-07  
Local Tax, if applicable

The terms of your agreement with Oracle, formerly known as Peoplesoft, and this order supersede the terms of a Purchase Order.

Please e-mail or fax your Purchase Order to:

Attn: Timothy McNeil  
Oracle Support Services  
Fax: 719-757-4274  
E-mail: tim.mcneil@oracle.com  
Customer: City Of Plano  
From: Kathy Kargol

#### **Credit Card**

If accepting your service renewal by Credit Card, please complete the sections below and fax this information to:

Attn: Timothy McNeil  
Oracle Support Services  
Fax: 719-757-4274  
E-mail: tim.mcneil@oracle.com  
Customer: City Of Plano  
From: Kathy Kargol

\_\_\_\_\_  
Credit Card Number

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Authorized Signature

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

Your credit card must remain valid for the entire Term of Service above. Oracle will bill your credit card in accordance with the Billing Terms below.

M-16

ORACLE

**PAYMENT TERMS**

Payment Terms for all fees payable to Oracle are 30 NET and will be invoiced quarterly in arrears.

**ADDITIONAL ORACLE TERMS**

There are no additional terms.

7M-17



## Customer Details

Please verify and update the following information to enable us to provide an efficient and timely service to your company. If changes are required, please e-mail or fax the updated information to:

Attention: Timothy McNeil  
Oracle Support Services  
E-mail: tim.mcneil@oracle.com  
Fax: 719-757-4274  
Tel.: 925 694-6689

Company Name: City Of Plano  
Service Renewal #: P-04-12333-000--2

### For Quotation

Contact: Kathy Kargol  
Company: City Of Plano  
Address: IS Department  
1117 E 15th St  
PLANO  
TX 75074  
United States

Tel.: 972 941-7342  
Fax:  
E-mail: Kathyk@plano.gov

### For Invoice

Contact: David Stephens  
Company: City Of Plano  
Address: 1520 Avenue K

PLANO  
TX 75074  
United States

Tel.: -972 941 7660'  
Fax:  
E-mail: davidste@plano.gov

M-18



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	3/27/06		Reviewed by Legal <i>JS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Fire		Initials	Date	
Department Head	Robert Acker, Interim Fire Chief		Executive Director	3.15.06	
Dept Signature:	<i>Bob Acker, BY K/O</i>		City Manager	<i>[Signature]</i>	
Agenda Coordinator (include phone #):		Frank Snidow, x 7318			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
<b>CAPTION</b>					
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE SOLE SOURCE PURCHASE OF FORTY-ONE (41) PREDATOR MOBILE COMPUTERS FROM DIGITAL COMPUTER INTEGRATION CORPORATION IN THE AMOUNT OF \$305,770; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE SUCH ACTION AS IS NECESSARY TO EFFECTUATE THE PURCHASE; AND PROVIDING AN EFFECTIVE DATE.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:    2005/06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS	
Budget	0	309,975	0	309,975	
Encumbered/Expended Amount	0	0	0	0	
This Item	0	-305,770	0	-305,770	
BALANCE	0	4,205	0	4,205	
<b>FUND(s):    FIRE ERF \$259,000, GENERAL FUND \$50,975</b>					
COMMENTS: Funds are included in the 2005-06 General Fund Budget for the addition of 6 mobile computer units for the Fire Department. Funds are available within the unallocated Fire ERF Fund Balance for the replacement purchase of 35 mobile computer units.					
STRATEGIC PLAN GOAL: New mobile computer equipment additions and periodic mobile computer replacements relate to the City's Goal of "Service Excellence".					
<b>SUMMARY OF ITEM</b>					
Staff recommends approval of expenditure for the purchase of forty-one (41) Predator Mobile Computers from Digital Computer Integration Corporation, a sole source vendor in on amount not to exceed \$305,770.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE SOLE SOURCE PURCHASE OF FORTY-ONE (41) PREDATOR MOBILE COMPUTERS FROM DIGITAL COMPUTER INTEGRATION CORPORATION IN THE AMOUNT OF \$305,770; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE SUCH ACTION AS IS NECESSARY TO EFFECTUATE THE PURCHASE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Digital Computer Integration Corporation is the provider of Predator Mobile Computers; and

**WHEREAS**, Digital Computer Integration Corporation is the only company that manufactures the Predator Mobile Computers and is authorized to sell the product in the United States; and

**WHEREAS**, Section 252.022(a)(7) of the Texas Local Government Code permits the procurement of items without competitive bidding if they are available from only one source;

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

Section I: The City Council hereby finds and determines that due to Digital Computer Integration Corporation's exclusive ability to provide Predator Mobile Computers, and the expenditure authorized hereunder, is exempt from the competitive bid requirements as a sole source, as provided in Texas Local Government Code, Section 252.022(a)(7).

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

Section III: The City Manager or his designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, to effectuate the purchase of forty-one (41) Predator Mobile Computers in the amount of 305,770 from Digital Computer Integration Corporation.

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

77-2

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

Page 2

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

11-3



## *Memorandum*

Date: March 13, 2006  
To: Bruce Glasscock, Executive Director  
From: Bob Acker, Interim Fire Chief *BA. BY KO.*  
Subject: Council Agenda Item – Purchasing of Predator Mobile Computers

Attached is an agenda item requesting authorization to purchase Predator Mobile Computers in the Amount of \$305,770 from the Digital Integration Corporation, a sole source vendor. Funding for the requested purchase is available in the 2005-06 General Fund Budget for six (6) mobile computer units and for thirty-five (35) replacement mobile computer units from the unallocated Fire ERF Fund Balance.

If you have any questions or require additional information, please advise.

Attachment

*71-4*



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	<b>3/27/06</b>	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan L. Upchurch	Executive Director	3/17/06	
Dept Signature:	<i>Alan L. Upchurch</i>	City Manager	<i>[Signature]</i>	
Agenda Coordinator (include phone #): <b>Irene Pegues</b>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
<b>CAPTION</b>				
Approving the release of that certain Temporary Easement for Construction for Spring Creek Parkway, as recorded in Clerk's No. 94-0025405; authorizing the City Manager, or in his absence an Executive Director, to execute such documents releasing the easement; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2005-06</b>	Prior Year (CIP Only)	Current Year	Future Years
Budget				<b>TOTALS</b>
Encumbered/Expended Amount				
This Item				
BALANCE				
FUND(s):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
The City acquired a Temporary Easement for the construction of Spring Creek Parkway. The project is complete, and the easement is no longer needed. The property owner has requested that the City Council release the easement. Staff recommends that the Council authorize the City Manager to execute the attached Release of Temporary Easement for Construction.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		

*10-1*

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE RELEASE OF THAT CERTAIN TEMPORARY EASEMENT FOR CONSTRUCTION FOR SPRING CREEK PARKWAY, AS RECORDED IN CLERK'S NO. 94-0025405; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR, TO EXECUTE SUCH DOCUMENTS RELEASING THE EASEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Heritage Farmlands, Ltd., granted to the City of Plano a Temporary Easement for Construction for Spring Creek Parkway, as recorded in Clerk's No. 94-0025405; and

**WHEREAS**, the City of Plano has completed the construction of Spring Creek Parkway; and

**WHEREAS**, the current property owner, LSM Land Partners, L.P., has requested that the Temporary Easement for Construction be released; and,

**WHEREAS**, the City Engineer has reviewed the request to release the easement and recommends such release to the City Council; and

**WHEREAS**, the City Council has been presented with a Release of Temporary Easement for Construction, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (herein called "Release"); and

**WHEREAS**, upon full review and consideration of the Release, 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, should 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 Release, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, are hereby in all things approved.

**Section II.** The City Manager, or in his absence an Executive Director, is hereby authorized to execute the Release 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 Release.

**Section III.** This Resolution shall become effective immediately upon 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

**RELEASE OF TEMPORARY EASEMENT FOR CONSTRUCTION  
(Spring Creek Parkway)**

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

**KNOW ALL MEN BY THESE PRESENTS:**

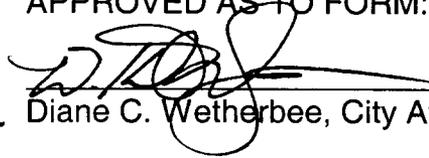
For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City of Plano, Texas, a home rule municipal corporation, has abandoned, released and discharged, and does hereby abandon, release and discharge that certain Temporary Easement for Construction granted to the City of Plano, Texas by Heritage Farmlands, Ltd., in instrument dated February 14, 1994, and recorded at Clerk's No. 94-0025405, in the Land Records of Collin County, Texas.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**CITY OF PLANO, TEXAS**

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

0-4

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

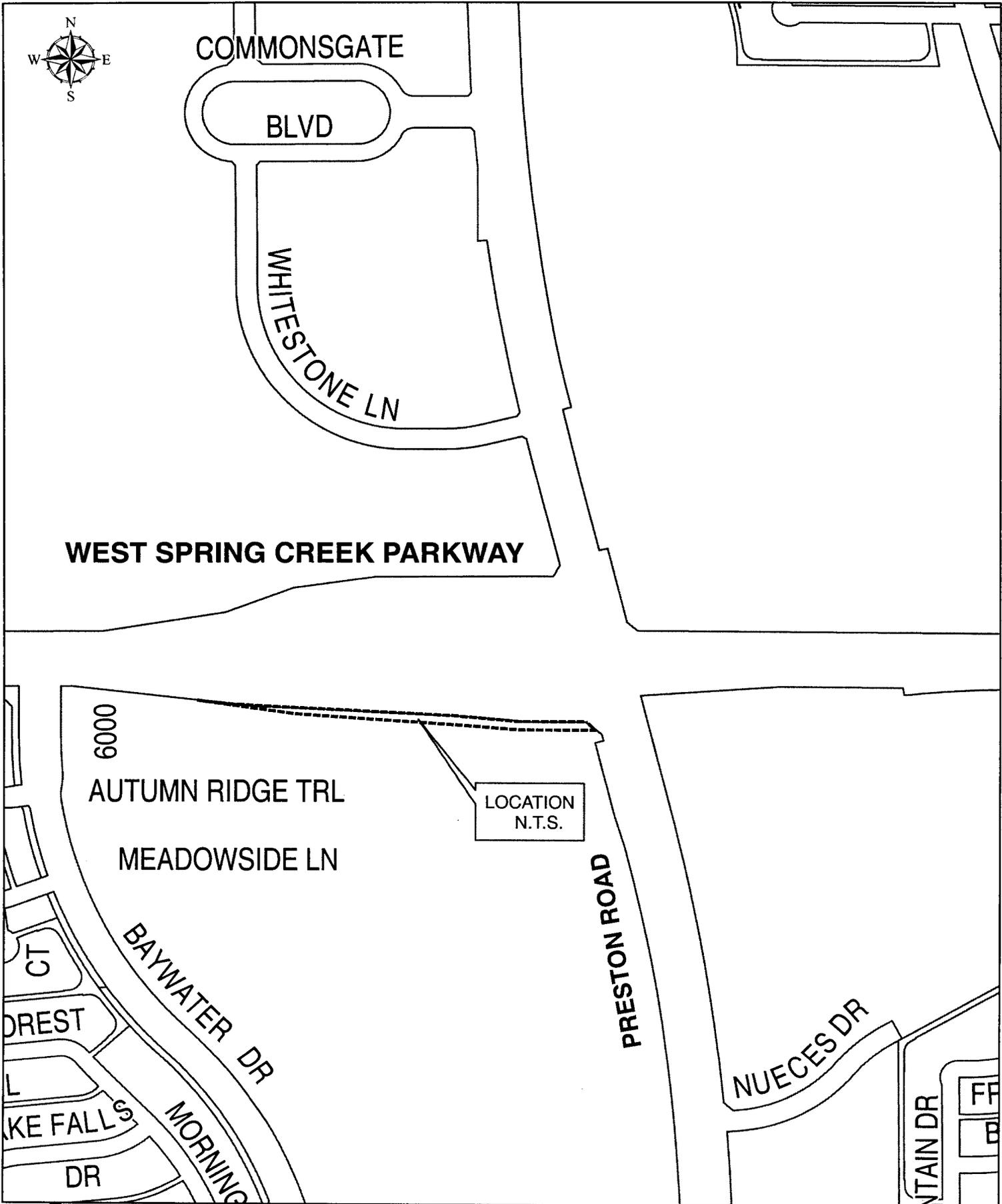
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2006 by **Thomas H. Muehlenbeck**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

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

**After Recording Return To:**  
Alan Upchurch  
City Engineer  
City of Plano, Texas  
P. O. Box 860358  
Plano, TX 75086-0358

Q-5

# TEMPORARY EASEMENT FOR CONSTRUCTION



0-6

## LOCATION MAP



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	<b>03/27/06</b>	Reviewed by Legal <i>[Signature]</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Customer & Utility Services/Tax Administration	Initials	Date	
Department Head	Linda Keylon	Asst City Manager	<i>[Signature]</i>	<i>3-20-06</i>
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>3/20/06</i>
Agenda Coordinator (include phone #):		<b>Becky Rodgers x5105</b>		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
<b>CAPTION</b>				
Approving and authorizing refunds of property tax overpayments.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: Funds are disbursed by the Collin County Tax Office.				
<b>SUMMARY OF ITEM</b>				
Attached for your approval are property tax refunds totalling \$1,166.39.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Refund request listing provided by Collin County Tax Office				

*P-1*

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS,  
APPROVING AND AUTHORIZING REFUNDS OF PROPERTY TAX  
OVERPAYMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 31.11 of the Texas Property Tax Code authorizes refunds of certain payments of taxes upon application to the City; and

**WHEREAS**, under said Section 31.11 of the Texas Property Tax Code, refunds must be presented to the governing body of the taxing unit for approval; and

**WHEREAS**, the City Council has been presented a list of tax payments made, a copy of which is attached hereto, made a part hereof and marked Exhibit "A", which payments are requested to be refunded because such payments were erroneous or excessive; and

**WHEREAS**, upon full review and consideration of the above, and all matters attendant and related thereto, the City Council is of the opinion that the tax payments should be refunded,

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

Section I. The City Council of the City of Plano, Texas, finds and determines that the tax payments listed in Exhibit "A" were paid erroneously or were in excess of taxes due and shall be refunded in accordance with Section 31.11 of the Texas Property Tax Code.

Section II. The Director of Tax Collections for the City of Plano, Texas, or her designee, is hereby authorized to take the necessary action to effectuate the refunds approved under this Resolution.

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

DULY PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_,  
2006.

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

ATTEST:

\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

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

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**Plano City - OPAP REFUNDS #7**

Printed: 2/8/2006 9:10:55AM Batch Number: 221

FIDO	Account Number	Year	GF / Loan
100001	R-2787-00C-0050-1	2005	
BRUNELL THOMAS & VALERIE 3705 ELLINGTON DR PLANO, TX 75093-7959			
	23 City of Plano		\$1,166.39

Batch Total: \$1,166.39

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## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Council Meeting Date: <b>3/27/05</b>		Reviewed by Legal <i>PM</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Planning		Initials	Date
Department Head	P. Jarrell		Executive Director <i>[Signature]</i>	<i>3/16/06</i>
Dept Signature:	<i>P. Jarrell</i>		City Manager <i>[Signature]</i>	<i>3/16/06</i>
Agenda Coordinator (include phone #): <b>Marcus Watson, x. 5343</b>				

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

### CAPTION

AN ORDINANCE OF THE CITY OF PLANO, PROVIDING FOR PARTIAL EXEMPTION OF CERTAIN HERITAGE RESOURCES LOCATED IN THE CITY OF PLANO, TEXAS, FROM THE CURRENT YEAR AD VALOREM TAXATION IN THE AMOUNT OF \$28,011.79; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

### FINANCIAL SUMMARY

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>2005-2006</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0		0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	-28,012	0	-28,012
<b>BALANCE</b>	0	-28,012	0	-28,012

**FUND(S):**    **GENERAL FUND, GENERAL OBLIGATION DEBT FUND**

**COMMENTS:** This item will result in a loss of ad valorem tax revenue in the amount of \$28,012.

**STRATEGIC PLANO GOAL:** This item relates to the City's goal of "Premiere City for Families."

### SUMMARY OF ITEM

The Heritage Commission has recommended partial tax exemption for 76 properties in Plano. The Commission did not recommend tax exemption for 3 properties because they were either not being properly maintained or were ineligible. The loss in property tax revenue is estimated to be approximately \$28, 012, based on currently published property values and tax rates. The purpose of tax exemption is to provide for continued preservation through proper maintenance. The Heritage Commission inspects each structure yearly to determine if it is being maintained. Class A Structures (individually designated and used for residential purposes) receive 100% exemption from taxation. Class B Structures (individually designated and used for commercial purposes) receive 50% exemption. Class C Structures (contributing to a historic district and used for residential purposes) receive 75% exemption. Finally, Class D Structures (contributing to a historic district and used for commercial purposes) receive 38% exemption. These exemptions are on the value of the improvements; full taxes are still paid on the land.

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

AN ORDINANCE OF THE CITY OF PLANO, PROVIDING FOR PARTIAL EXEMPTION OF CERTAIN HERITAGE RESOURCES LOCATED IN THE CITY OF PLANO, TEXAS, FROM THE CURRENT YEAR AD VALOREM TAXATION IN THE AMOUNT OF \$28,011.79; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

**WHEREAS**, Article 8, Section 1-F of the Texas constitution and Section 11.24 of the Texas Property Tax Code enable the City of Plano to exempt from taxation all or part of the assessed value of a structure if the structure is designated as a historically significant site in need of tax relief to encourage its preservation; and

**WHEREAS**, City of Plano Ordinance No. 84-8-24, as amended, authorizes the City Council of the City of Plano, upon certification and recommendation by the Heritage Commission, to exempt from the current year taxation part or all of the assessed value of a structure if the structure is designated as a historically significant site and in need of tax relief to encourage its preservation; and

**WHEREAS**, the City Council finds that the structures listed in this ordinance have been certified and recommended by the Heritage Commission and thus should be approved for partial exemption from ad valorem taxes for 2006.

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

**Section I.** The historic structures identified in the attached Exhibit "A" have been certified and recommended by the Heritage Commission and are hereby approved by the City Council for partial exemption from ad valorem taxes for the current year (2006) in accordance with the provisions of Ordinance No. 84-8-24, as amended:

**Section II.** All land shall be assessed for taxation in the same equal and uniform manner as all other taxable property in the City.

**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 partial invalidity of any section, clause, or provision of this ordinance should not affect the validity of any other portion of this ordinance.

**Section IV.** This Ordinance shall become effective immediately upon its passage as required by law.

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PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006.

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

ATTEST:

\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

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

CITY OF PLANO HISTORIC TAX EXEMPTION

2006

Q-4

RESOURCE	LOCATION	OWNER	OWNER ADDRESS	CITY	ST	ZIP	COMMENTS - 2006	SURV	Y/N	PERCENT	IMP VALUE	CITY	COUNTY	CCCC	PISD	TOTAL EX	
Aldridge House	1615 H Ave.	Mary Elizabeth McKinnon	200 Avon Road	Memphis	TN	38117	Roof sagging on porte cochere and on NW corner. (2.03)(1.04)(1.05)(1.06) * House needs leveling, lots of settlement (2.05)(1.06) Replace siding adjacent to post to the right of the front steps - piece of siding missing (1.05)(1.06) * Peeling on south side of balcony wall (3.05)(2.06) Trim hedges (3.05)(2.06) Overhand wood over porch loose (1.06) Peeling on front of balcony (2.06)	mw/jc		0%	142,020	0.00	0.00	0.00	0.00	0.00	0.00
2 Arch Weatherford House	1410 E. 15th St.	Jo Houser	1410 E. 15th Street	Plano	TX	75074	Porch gable lattice work has dirt or peeling paint (3.06)	mw/jc	N	100%	185,404	840.81	463.51	165.79	3,213.79	4,683.90	
F&M Bank/Plano Star	1015 E. 15th St.	Jeran Akers	3013 Padre Ct.	Plano	TX	75074	Canopy needs repair and paint. (2.04)(1.05)(1.06) * BIDS UNDERWAY	mw/jc	Y	50%	176,619	400.48	220.77	78.97	1,530.76	2,230.98	
3 Courner Building	1407 15th St.	Michael and Harnet Lutz	1407 15th St.	Plano	TX	75074	Some warping of porch floor & balcony floor (3.05)(2.06)	mw/jc	Y	100%	260,566	1,181.76	651.47	233.02	4,517.00	6,583.24	
4 Carpenter House	1211 16th St.	Stanley and Pal Black	1211 16th St.	Plano	TX	75074	Driveway crumbling - could become safety issue (3.04)(3.05)(2.06) Back fence needs some repair (2.05)(2.06) Rustling & missing paint on iron fence in front (2.06) Clean up debris in back right of driveway (3.06)	mw/jc	Y	50%	377,472	855.92	471.84	168.77	3,271.55	4,768.08	
5 Hood House	1211 15th St.	Nicholas and Barbara Blust	1211 15th St.	Plano	TX	75074	Picket fence - peeling paint and rust stains from nails (3.04)(2.05)(1.06) Clean gutters & roof on garage - ongoing maintenance (3.05)(3.06) Clean and/or paint front porch floor & step (3.05)(2.06) Peeling paint on front window trim & east window (2.06) Repair or replace damaged foundation vents (3.06) Siding on east showing signs of rot & peeling paint, caulk & paint (2.06)	mw/jc	Y	50%	59,932	135.90	74.92	26.80	519.43	757.04	
6 Hugstoun House	909 18th St.	Halway Inc.	18395 Gulf Blvd Ste 203	Indian Shores	FL	33785-2082	Missing shingle on west side skirting under window (3.05)(3.06) Loose pavers on walkway near driveway (3.05)(2.06) Porch roof on west side shingles rising up (2.05)(2.06) Trim piece on lower roofline facing south, on west side, needs paint/repair (2.05)(1.06) Siding repairs made - touch up paint on east side (3.06) Paint where caulking repairs made on west side (2.06) Missing shakes on balcony west side need repair & paint touch up (1.06) Rafter tails need paint touch up (2.06)	mw/jc	Y	50%	255,472	579.28	319.34	114.22	2,214.18	3,227.02	
7 Lamm House	1709 H Ave.	John and Helen Proch	1709 H Ave.	Plano	TX	75074	Make sure bushes don't rub against siding (3.06)	mw/jc	Y	100%	122,875	557.24	307.19	109.88	2,129.92	3,104.22	
Little Carlisle House	1611 K Avenue	Carlisle Building LLC	1611 K Avenue	Plano	TX	75074	Some rot in skirting around front to right of stoop. (3.04)(1.05)(1.06) * Siding needs some repair and repainting above attic window. (2.04)(2.05)(1.06) Caulk & repair crack in north gable (3.06)	mw/jh	Y	50%	142,587	323.32	178.23	63.75	1,235.80	1,801.10	
9 M. Schmelpfeng	914 18th St.	Tony and Debbie Holman	914 18th St.	Plano	TX	75074	Caulking cracked on front gable & dormer unsightly (3.06) Paint chipping under front top window (3.06)	mw/jc	Y	50%	49,538	112.33	61.92	22.15	429.35	625.74	
10 Mathews House	901 17th St.	Janees Williams	632 West Neely	Dallas	TX	75208	Much improved. Bottom right corner of front gable paint touch up (2.06) East skirting showing rot (2.06) East gabled cornice showing rot (2.06) Loose roof shingle on front (1.06)	mw/jc	Y	100%	145,268	658.79	363.17	129.90	2,518.08	3,669.94	
11 McCall Skaggs House	1704 N Place	Phil Armstrong	1704 N Place	Plano	TX	75074	No comments.	mw/jc	Y	100%	115,749	524.92	289.37	103.91	2,006.39	2,924.19	
Merritt Building	1023 E. 15th St.	M. F. Robert	4604 Lawson Court	Plano	TX	75083	No comments.	mw/jc	Y	50%	99,247	225.04	124.06	44.37	860.17	1,253.65	
Moore House	1414 J Ave.	Plano Masonic Lodge	P.O. Box 860282	Plano	TX	75086	No comments.	mw/jc	Y	50%	120,584	273.42	150.73	53.91	1,045.10	1,523.17	
Olney Davis House	901 18th St.	Jane Sixth Ltd.	901 18th St.	Plano	TX	75074	Repair porch (2.06) Paint fading especially on west side, watch for deterioration (3.06) Porch floor boards need sanding & painting (2.05)(1.06) Paint &/or rot of front column base (2.06) Warped board above porch roof on west side (2.06)	mw/jc	Y	50%	168,730	382.60	210.91	75.44	1,462.38	2,131.33	
15 Plano National Bank/OOF	1001 15th St.	A.R. Schell, III	P. O. Box 860355	Plano	TX	75086	Very clean. All repairs made.	mw/jc	Y	50%	239,762	543.66	299.70	107.20	2,078.02	3,026.58	
16 Lodge	906 18th Street	Whitehead & Sheldon LLC	906 18th Street	Plano	TX	75074	No comments.	mw/jc	Y	50%	166,341	377.18	207.93	74.37	1,441.88	2,101.15	
17 R.A. Davis House	1413 15th St.	Randy & Leah Edwards	1413 15th St.	Plano	TX	75074	Some rot at ends under column east side (2.05)(1.06) Some paint chipping on turret fish scale (3.05)(3.06) Might need to straighten window in turret (3.05)(2.06) Risers on front stairs need to be painted (3.06)	mw/jc	Y	100%	257,070	1,165.81	642.68	229.88	4,456.05	6,494.42	
18 Salmon House	1414 E. 15th St.	Sharon K. Lloyd	1414 E. 15th St.	Plano	TX	75074	NE Corner concrete porch floor broken away on porch (2.06)	mw/jc	Y	100%	350,130	1,587.84	875.33	313.09	6,069.15	8,845.41	
20 Schell House	1210 16th St.	Michael & Debra Hamilton	1210 16th St.	Plano	TX	75074	No comments.	mw/jc	Y	100%	107,018	485.33	267.55	95.70	1,855.05	2,703.62	
Schmelpfeng-Dudley	906 E. 17th St.	Alvie and Melissa O'Neal	906 E. 17th Street	Plano	TX	75074	No comments.	mw/jc	Y	100%	272,508	1,235.82	681.27	233.88	4,723.65	6,884.43	
21 O'Neal House	1813 K Ave.	Wall-Robbins House LLC	4121 Holly Drive	McKinney	TX	75075	Firm on front window should be removed. It is damaged and not appropriate. (2.05)(3.06) Clean and paint threshold (3.05)(3.06) Clean board above steps (3.05)(3.06) Marks on front ell - clean and/or repair (3.06) Caulk peeling from siding in places (2.06) Hole in porch roof in front of balcony (1.06)	mw/jc	Y	50%	87,886	199.51	109.98	39.34	762.57	1,111.40	

\*Item must be completed by 2/1/07  
NOTE: Calculations are estimates based on currently published tax rates and certified values.  
Properties listed with a \$0.00 exemption are not recommended for exemption.

CITY OF PLANO HISTORIC TAX EXEMPTION

2006

RESOURCE	LOCATION	OWNER	OWNER ADDRESS	CITY	ST.	ZIP	COMMENTS - 2006	SURV	Y/N	PERCENT	IMP VALUE	CITY	COUNTY	CCCC	PISD	TOTAL EX	
Wells Farmstead	3321 Cot	Barbara Wells	3321 Cot R.	Plano	TX	75093	Wash siding under porch - ongoing maintenance. (3.05) (3.06) (2.06) Replace underpinning on north side of porch and repair on south side of porch (3.05) Paint looks good overall, front door dirty (possibly dog scratching) (3.06) Wood on top step front porch rotted and needs to be replaced (3.06) Some missing fence pieces and under-siding on NE corner of fence (3.06)	jc/pw		100%		0.00	0.00	0.00	0.00	0.00	0.00
23 Will Schmeipleng House	900 17th St	Jack and Cindy Boggs	1802 Weanne Dr.	Richardson	TX	75082	Needs paint touch up on NW corner upstairs (3.06)	mw/jc	Y	100%	163,424	741.13	408.56	146.14	2,832.79	4,128.62	
24 25 Wyatt House	807 16th St	Margaret Eliot	807 16th Street	Plano	TX	75074	Black marks on right side of front door (3.06)	mw/jc	Y	100%	112,124	508.48	280.31	100.26	1,943.56	2,832.61	
25 Haggard Park	817 16th St	Peggy Ostrander	4216 El Dorado	Plano	TX	75093	Comments: remind that top left window should match right windows per CA.	mw/jc	Y	38%	0	0.00	0.00	0.00	0.00	0.00	
26 Haggard Park	710 16th St	Jerry Shelton	610 Cattle Baron Road	Fairview	TX	75069	No comments.	mw/jc	Y	75%	48,957	166.51	91.79	32.83	636.47	927.61	
27 Haggard Park	801 16th St	Leon and Mary Campuse	801 16th St	Plano	TX	75074	Looks great. Congratulations on Southern Living article!	mw/jc	Y	75%	449,191	1,527.61	842.23	301.26	5,839.71	8,511.01	
28 Haggard Park	811 16th St	James Candice	811 16th St	Plano	TX	75074	Turret windows need repair (3.04) (3.05) (2.06)	mw/jc	Y	75%	139,925	475.92	262.36	93.84	1,819.09	2,651.22	
29 Haggard Park	815 16th St	Joanne Haggard	815 16th St	Plano	TX	75074	Driveway cracked (3.04) (3.05) (3.06)	mw/jc	Y	75%	30,164	102.60	56.56	20.23	382.15	571.53	
30 Haggard Park	819 16th St	Michael Degate	819 16th St	Plano	TX	75074	Repair/paint skirting on front porch area at west end. (2.02) (2.03) (1.04) (1.05) (1.06) Water damage on top eave on east side of house (2.05) (1.06) Left front column of porch has some rot (2.06) Corner trim of front dormer - top front (2.06)	mw/jc dc	Y	75%	136,650	484.78	256.22	91.65	1,776.52	2,589.16	
31 Haggard Park	901 16th St	Constance Coolik	901 16th St	Plano	TX	75074	Top of chimney - metal part has some rust showing (3.06)	bc.co, mw, dc	Y	75%	125,455	426.70	235.23	84.14	1,630.98	2,377.05	
32 Haggard Park	907 16th St	Richard McKee	907 16th St	Plano	TX	75074	Left chimney bottom has some rust showing (2.06)	bc.co, mw, dc	Y	75%	96,011	326.56	160.02	64.39	1,248.19	1,819.16	
33 Haggard Park	805 17th St	Berthe Cardenas	805 17th St	Plano	TX	75074	No comments.	bc.co, mw, dc	Y	75%	35,083	119.33	65.78	23.53	456.10	664.73	
34 Haggard Park	809 17th St	L.A. Whitley	809 17th St	Plano	TX	75074	No comments.	bc.co, mw, dc	Y	75%	36,465	124.03	68.37	24.46	474.06	690.92	
35 Haggard Park	816 17th St	Mary Elizabeth McKinnon	200 Avon Road	Memphis	TN	38117	Porch flooring need repainting (3.05) (2.06) Straighten front fence (3.06) Fence rails missing paint, signs of rot & same for arbor (2.06) Cut limb away from roof front right (2.06) Repair porch roof - metal flapping in the wind (1.06) NEEDS IMMEDIATE ATTENTION	mw, jc	Y	75%	58,240	198.09	109.20	39.06	757.15	1,103.54	
36 Haggard Park	907 17th St	Larry and Jackie Westbrook	907 17th St	Plano	TX	75074	Top roofline fascia needs touch-up paint (3.06) West fence in need of repair (2.06)	bc.co, mw, dc	Y	75%	46,775	159.09	87.70	31.37	608.10	886.27	
37 Haggard Park	908 17th St	Barbara Coulter	908 17th St	Plano	TX	75074	Chain link fence @ NE corner is leaning (3.05) (2.06) Roof weathered. May need replacing in 2-3 years (3.05) (3.06) Siding at east rear wrapping (3.05) (2.06)	pw, jr, jr, dc	Y	75%	36,457	124.00	68.36	24.45	473.96	690.77	
38 Haggard Park	910 17th St	Elizabeth Bacon Moeller	P.O. Box 180771	Dallas	TX	75218	Missing trim at right side of front gable opening into eave line. (2.05) (1.06) Garage leaning to right, roof on garage sags, needs stabilizing soon (2.06)	pw, jr, jr, dc	Y	75%	16,090	54.73	30.17	10.79	209.18	304.86	
39 Haggard Park	911 17th St	Fred Musgrove and Patricia Passos	1701 1 Ave.	Plano	TX	75074	Skirting loose on east and west side. (3.05) (3.06) Need minor repair to window sashes east side (3.05) (3.06) Trim @ SE corner missing (above water table). Trim @ right side of front steps missing at floor line. (2.05) (1.06) Touch up paint on east side (2.06) West side - clean siding (3.06)	mw, jc	Y	75%	12,390	42.14	23.23	8.31	161.08	234.78	
40 Haggard Park	803 18th St	T. Henson	2045 Forest Ln., Ste. 130	Garland	TX	75042	Remove empty rusting sign. (2.05) (1.06)	mw/jh	Y	38%	45,707	78.77	43.42	15.53	301.07	438.78	
41 Haggard Park	811 18th St	LW Cason Elux	P. O. Box 865112	Plano	TX	75086	Repaint east side windows (2.04) (1.05) (1.06) * Touch-up paint on east side gable (2.04) (1.05) (1.06) * Repair east side of front porch roof (2.04) (1.05) (1.06) * Clean debris from roof (ongoing maintenance) (2.06) Repair front door screen (3.06)	mw, jr	Y	75%	19,775	67.26	37.08	13.26	257.08	374.68	
42 Haggard Park	812 18th St	Charles Spence	106 Salisbury Circle	Murphy	TX	75094	No comments	mw/jh	Y	38%	56,579	97.50	53.75	19.23	372.68	543.16	
43 Haggard Park	813 18th St	Rene Javel	1701 Fernwood Dr.	Plano	TX	75075	Clean gutters - ongoing maintenance Fix front steps (3.06) Repair front door (2.04) (1.05) Complete - NEEDS ANOTHER COAT Request roof checked (2.06) Caulking rot on west side. (1.06) Missing brackets on west side. (1.06) Roof in need of repair on west wing - trim tree (1.06)	mw/jh mw, jr	Y	38%	14,725	25.38	13.99	5.00	96.99	141.36	
44 Haggard Park	903 18th St	Deford & Associates	903 18th St	Plano	TX	75074	Rotten wood on south side, rotten wood/cracks on east pane (2.05) (1.06) Missing front pavers on right near sidewalk (3.06) AC drain on front of bldg discoloring porch roof could cause moisture problem (3.06)	mw, jr	Y	38%	576,499	993.48	547.67	195.90	3,787.35	5,534.40	
45 Haggard Park	910 18th St	Ronald Thompson	121 Rolling Ridge	Holly Lake Ranch	TX	75755	Clean debris from roof & gutters - Ongoing maintenance (3.05) (3.06)	mw, jr	Y	36%	73,745	127.08	70.06	25.06	485.75	707.95	
46 Haggard Park	913 18th St	Robert Streiff	1011 Patician Ct	Fairview	TX	75069	Repair paint attic vent (remove birds nesting) (2.04) (2.05) (1.06) Rot on cornice above window casing (1.05) (1.06) * Roof - paint touch up on west side fascia (2.05). Looks like some wood repair/caulking done, ready to paint - finish this (2.06)	mw, jr	Y	38%	110,417	190.28	104.90	37.52	727.31	1,080.01	

45

\*Item must be completed by 2/1/07  
NOTE: Calculations are estimates based on currently published tax rates and certified values.  
Properties listed with a \$0.00 exemption are not recommended for exemption.

CITY OF PLANO HISTORIC TAX EXEMPTION  
2006

RESOURCE	LOCATION	OWNER	OWNER ADDRESS	CITY	ST.	ZIP	COMMENTS - 2006	SURV	Y/N	PERCENT	IMP VALUE	CITY	COUNTY	CCCC	PISD	TOTAL EX
48	Haggard Park 1600 H Ave.	Connie Harrington Cook	901 18th St.	Plano	TX	75074	Garage needs paint (3.06) - Notified by owner	pw, jr, jh	Y	75%	94,943	322.92	178.02	63.67	1,234.31	1,798.92
49	Haggard Park 1603 H Ave.	Carol Armstrong	1603 H Ave.	Plano	TX	75074	Looks good	pw, jr, jh	Y	75%	84,209	286.42	157.89	56.48	1,054.76	1,595.54
50	Haggard Park 1607 H Ave.	Becky Armstrong	1607 H Ave.	Plano	TX	75074	Looks great. Top step may be separating from porch.	pw, jr, jh	Y	75%	105,864	360.07	198.50	71.00	1,376.28	2,005.85
51	Haggard Park 1611 H Ave.	Chris and Pam Hatcher	1611 H Ave.	Plano	TX	75074	Looks amazing.	pw, jr, jh	Y	75%	82,076	279.17	153.90	55.05	1,067.06	1,555.17
52	Haggard Park 1707 H Ave.	Humberto and Melissa Galvan	1707 H Ave.	Plano	TX	75074	Respointing needed below south front windows (3.05) (2.06)	pw, jr, jh	Y	75%	118,546	403.20	222.27	79.50	1,541.16	2,246.14
53	Haggard Park 1701 H Ave.	JRR Colonial Village Ltd. Fred Musgrove and Patricia Paus	3909 Wood Lake Dr. 1701 H Ave.	Plano	TX	75093	Good.	pw, jr, jh	Y	75%	194,385	661.15	364.47	130.37	2,527.10	3,683.08
54	Haggard Park 1715 H Ave.	Young Dean Homestead Ltd.	625 W. Blondy Jhune Road	Allen	TX	75002	Good.	pw, jr, jh	Y	38%	130,197	224.37	123.69	44.24	857.60	1,249.68
55	Haggard Park 1703 H Ave.	Joe and Linda Ergonis	3353 Remington Dr.	Plano	TX	75023	Paint peeling, sill wood exposed on all visible windows. (3.03)(2.04) (1.05)(1.06) * Reattach loose downspouts. (3.04) (2.05) (1.06) Window sills, repair & paint (2.05) (1.06) Back porch supports (repair or replace) (2.05) (1.06) Paint on north side front door just generally really needs paint (3.06) Back yard needs cleaning. Remove random fence sections. (2.05) (2.06) Broken window in back, visible from alley (2.06) South trim/facia board rotting (2.06) North fence flaps in the wind - need repair (3.06)	pw, jr, jh	Y	0%	38,502	0.00	0.00	0.00	0.00	0.00
56	Downtown 1004 E. 15th St.	1006 E. 15th St. LP	806 E. 15th Street	Plano	TX	75074	Clean plaster on facade right above storefront on west side - not done. (3.04) (3.05) (2.06) jc, pw Paint needed on west "half" lintel. (1.05) (1.06) * Painting on left table on front. (2.05) (1.06) Rotten cornice on east end, top corner of storefront. (2.05) (1.06) Chipping paint on above mentioned spots (3.06)	jc, pw	N	38%	197,985	341.19	188.09	67.28	1,304.11	1,900.68
57	Downtown 1007 E. 15th St.	James & Beverly Hegel	1704 Lake Side Lane	Plano	TX	75023	Repainting needed in places on back (1.04) (1.05) (2.06) All brick in front needs attention (crumbling) (1.05) (2.06) Paint needs cleaning & recaulking - some chipping paint above windows in front (3.06) 3rd window from right, sill separating from bldg. Some rotting wood around windows (4th from right). 4th window from left does not have frame like the others (3.06) Warping boards above windows - front far left (3.06) Plaster at wood beams in front below windows cracking & delimiting (3.06)	jc, pw	Y	38%	167,069	287.91	158.72	56.77	1,100.47	1,603.87
58	Downtown 1010 E. 15th St.	Franklin W. Neal	27639 Smithson Valley San Drive	San Antonio	TX	78261	Wood under flashing in back needs attention. Everything looks good!	jc, pw	Y	38%	94,594	163.01	89.86	32.14	623.08	908.10
59	Downtown 1011 E. 15th St.	Tutco, Inc	8296 Champions Gate Blvd	Champion s Gate	FL	33896	Upper windows rotted (1.06) Discoloration & moss ? on parapet wall (2.06)	mw, jc	Y	38%	289,622	499.11	275.14	98.41	1,907.72	2,780.38
60	Downtown 1012 E. 15th St.	Judith Moore	7351 Lane Park Drive	Dallas	TX	75225	Paint back window sills. (2.04) (2.05) (1.06) Kill & remove vine on back. - Ongoing maintenance (2.05) Rotten window sills on back. (2.05)(2.06)	jc, pw	Y	38%	138,391	238.49	131.47	47.03	911.57	1,328.56
61	Downtown 1013 E. 15th St.	Julia Huntman	1013 E. 15th St.	Plano	TX	75074	Canvas awning torn (3.05) (2.06) Building front paint fading (3.06) Rigid awning mold on underside (1.05) (1.06) * Brick broken in front (3.06)	jc, pw	Y	38%	186,395	321.21	177.08	63.34	1,227.77	1,789.40
62	Downtown 1016 E. 15th St.	Judith Moore	9616 Millrail Drive	Dallas	TX	75238	Looks good on front. Some rot of fascia on back porch roof (2.05) (1.06) Plaster repair & paint on left front side near bldg line (3.06)	jc, pw	Y	38%	73,455	126.59	69.78	24.96	483.84	705.17
63	Downtown 1017 E. 15th St.	Michael & Mary Jo Montgomery	3518 Brook Glen Drive	Garland	TX	75044	Vine growing on downspout - ongoing maintenance	jc, pw	Y	38%	230,467	397.16	218.94	78.31	1,518.07	2,212.49
64	Downtown 1018 E. 15th St.	Judith Moore	7351 Lane Park Drive	Dallas	TX	75225	Brick pier needs pointing. (2.04) (1.05) (1.06)	jc, pw	Y	38%	55,473	95.60	52.70	18.85	365.40	532.54
65	Downtown 1020 E. 15th St.	Bert Carpenter	1703 14th Place	Plano	TX	75074	Cement wash on parapet coping on the back needs to be redone (3.04) (2.05) (2.06) Back needs to be repointed (1.06) Some repair/painting needed on canopy trim. (3.05) (3.06) Note: Repairs to plaster & awning contingent on completion of 1022 project - 1 yr starting 2/2006. Contacted by owner.	mw, jc	Y	38%	52,932	91.22	50.29	17.99	348.66	508.15
66	Downtown 1021 E. 15th St.	Avin & Sandra Dahl	1021 E. 15th Street	Plano	TX	75074	Rotten wood at top of bldg in back under gutter. Should be painted to stop deterioration (3.06) Downspout cracked in back near electric meter (3.06)	jc, pw	Y	38%	64,254	110.73	61.04	21.83	423.24	616.84
67	Downtown 1022 E. 15th St.	East Side Partners Ltd.	1000 E. 14th Street Suite 452	Plano	TX	75074	ALL REPAIRS MUST BE COMPLETED BY 2/2007 - BACK REMAINS UNDER CONSTRUCTION.	mw, jc	Y	38%	52,342	90.20	49.72	17.79	344.77	502.48
68	Downtown 1024 E. 15th St.	Judith Moore	7351 Lane Park Drive	Dallas	TX	75225	Parapet cap on rear deteriorated (3.04) (3.05) (2.06) Still a few cracks (2.06) Slucos on back needs to be repaired/replaced (2.05) Downspout missing. Roof drain above light fixture with duct tape (1.06)	jc, pw	Y	38%	123,166	212.25	117.01	41.85	811.28	1,182.40
69	Downtown 1026 E. 15th St.	Gerakline Stubbs	1702 14th Place	Plano	TX	75074	No comments	jc, pw	Y	38%	179,381	309.13	170.41	60.95	1,181.57	1,722.08

\*Item must be completed by 2/1/07  
NOTE: Calculations are estimates based on currently published tax rates and certified values.  
Properties listed with a \$0.00 exemption are not recommended for exemption.

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CITY OF PLANO HISTORIC TAX EXEMPTION  
2006

RESOURCE	LOCATION	OWNER	OWNER ADDRESS	CITY	ST	ZIP	COMMENTS - 2006	SURV	Y/N	PERCENT	IMP VALUE	CITY	COUNTY	CCCC	RISD	TOTAL EX	
Downtown	1029 E. 15th St.	Robert Lynch	4604 Lawson Ct.	Plano	TX	75093	All upstairs window sashes peeling, possibly some rot (1.05) Bad, needs painting (1.06) Back of building - wood needs repair & painting (3.05) (3.06) Lungstar door frame has rot (3.05) (2.06) Plaster in rear under meters - exposed brick needs attention (3.06) Brick cracking in front & wood under brick above awnings separated (3.06)	JC, PW	Y	38%	169,713	292,47	161,23	57,67	1,117.69	1,629.25	
Downtown	1032 E. 15th St.	Chaidick Corporation	1201 E. 15th Street, Ste 201	Plano	TX	75074	CaULKING needed above display windows on east side & above front storefront (Queen of Hears) (3.04) (2.05) (1.06) Repair/patch window sill - concrete cracked at east side 2nd floor (3.04) (2.05) (1.06) Signage on brick over side store front should be removed (3.06) Paint "roof" supports on 1425 K & repair (2.05) (1.06)	JC, PW	Y	38%	176,188	303,62	167,38	59,87	1,160.54	1,691.41	
Downtown	1035 E. 15th St.	Richard Sutton	1563 Bradford Trace	Allen	TX	75002	Paint back door threshold, (2.04) (2.05) (1.06) Whole building needs paint (3.05) (2.06) Wood threshold on back door rotting (3.05) (2.06) Paint missing over rear door and around front door (3.06) On front looks like cracked windows, possibly solar film? (3.06) Rear patching needed on plaster at top of building downspout (3.06)	JC, PW	Y	38%	84,793	146,12	80,95	28,81	558.52	814.01	
Downtown	1037 E. 15th St.	Cathy & Jorg Fetcher	628 Water Oak Dr.	Plano	TX	75025	Bench in back rolled - needs to be replaced - not rated BUILDING IN EXCELLENT CONDITION.	JC, PW	Y	38%	119,102	205,25	113,15	40,47	784.52	1,143.38	
Downtown	1410 J Avenue	Brodhead Family Ltd	7600 Allon Villa Ct	Plano	TX	75025	Paint wood lintel in back (2.06)	MM, PW	Y	38%	149,155	257,04	141,70	50,68	982.47	1,431.89	
Downtown	1418 K Avenue	Fred L. & Patricia M. Musgrove	1418 K Avenue	Plano	TX	75074	Fire shattered window (1.04) (1.05) (1.06) Whole facade needs replastering (2.04) (1.05) (1.06) Fill cracks & missing plaster on facade (1.04) (1.05) (1.06) Serious potential structural problem above transom, (1.04) (1.05) (1.06) Paint downspout (rusty) (3.04) (3.05) (3.06) Cracked display window (2.04) (2.05) (3.06) Loosened trailer, rusting, flat tires in rear (3.05) (1.06) Crack in storefront base (1.06) Indoor extension cord used unsafely on exterior (1.06) Back metal building rusted (1.06) Vines on back (1.06)	MM, PW	Y	0%	88,318	0.00	0.00	0.00	0.00	0.00	
Downtown	1420 K Avenue	Las Binsas Properties	1002 Marion Drive	Garland	TX	75042	Repair top of facade (2.06) Paint plywood on back window (or replace more appropriately) & window trim (2.06)	MM, PW	N	38%	659,629	1,136,74	626,65	224,14	4,344.92	6,332.45	
Downtown	1422 K Avenue	Las Binsas Properties	1002 Marion Drive	Garland	TX	75042	EXCELLENT CONDITION Paint downspout on back & replace missing one (1.06)	MM, PW	Y	38%							
Downtown	1424-1428 K Avenue	Las Binsas Properties	1002 Marion Drive	Garland	TX	75042	Between 1425 & 1424 - plaster face bricks removed for gas pipe exposes common brick - potentially dangerous. (2.04) (1.2005) MUST be checked and repair back. (1.06) MUST SUBMIT INSPECTION/STRUCTURAL REPORT BY FEB 1, 2007 TO CONTINUE EXEMPTION Paint trim on all windows (2.06)	MM, PW	Y	38%							
											TOTALS	\$10,562,785.00	\$28,011.79	\$15,442.00	\$5,523.42	\$107,068.64	\$156,045.84
											Total # of Properties Receiving Exemption: 76						

Q-7

\*Item must be completed by 2/1/07  
NOTE: Calculations are estimates based on currently published tax rates and certified values.  
Properties listed with a \$0.00 exemption are not recommended for exemption.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: <b>03/27/06</b>		Reviewed by Legal <i>[Signature]</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan Upchurch	Executive Director	<i>[Signature]</i>	3/17/06
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	3/17/06
Agenda Coordinator (include phone #):		I. 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				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas, amending Section 12-102(e) of Article V, Stopping, Standing, and Parking of Chapter 12, Motor Vehicles and Traffic of the Plano Code of Ordinances to extend the No Stopping, Standing, or Parking prohibition along the north and south sides of Maumelle Drive from 150 feet east of Spokane Place to 200 feet east of Garfield Drive between the hours of 8:00 a.m. to 8:45 a.m. and 3:15 p.m. to 4:00 p.m. on school days; declaring the parking of motor vehicles in said section of Maumelle Drive within the defined time limits as unlawful and a misdemeanor; and providing a severability clause, a penalty clause, and an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
At the request of Principal Olga Grosscup for Schimelpfenig Middle School and the Plano Police Department, the existing parking restriction is to be extended along the north and south sides of Maumelle Drive from 150 feet east of Spokane Place to 200 feet east of Garfield Drive. Transportation Engineering has reviewed the request and is in support of the modification.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Map				

*12-1*

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

**AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING SECTION 12-102(E) OF ARTICLE V, STOPPING, STANDING, AND PARKING OF CHAPTER 12, MOTOR VEHICLES AND TRAFFIC OF THE PLANO CODE OF ORDINANCES TO EXTEND THE NO STOPPING, STANDING, OR PARKING PROHIBITION ALONG THE NORTH AND SOUTH SIDES OF MAUMELLE DRIVE FROM 150 FEET EAST OF SPOKANE PLACE TO 200 FEET EAST OF GARFIELD DRIVE BETWEEN THE HOURS OF 8:00 A.M. TO 8:45 A.M. AND 3:15 P.M. TO 4:00 P.M. ON SCHOOL DAYS; DECLARING THE PARKING OF MOTOR VEHICLES IN SAID SECTION OF MAUMELLE DRIVE WITHIN THE DEFINED TIME LIMITS AS UNLAWFUL AND A MISDEMEANOR; AND PROVIDING A SEVERABILITY CLAUSE, A PENALTY CLAUSE, AND AN EFFECTIVE DATE.**

**WHEREAS**, serious traffic congestion in the area of Maumelle Drive by Schimelpfenig Middle School occurs prior to and after school hours, thereby causing safety concerns for students traveling to and from school;

**WHEREAS**, after review and study of traffic patterns for the area in question, the Transportation Division recommends prohibiting stopping, standing or parking of motor vehicles in a section along north and south sides of Maumelle Drive from 150 feet east of Spokane Place to 200 feet east of Garfield Drive between the hours of 8:00 a.m. to 8:45 a.m. and 3:15 p.m. to 4:00 p.m. on school days to decrease traffic congestion and increase traffic flow;

**WHEREAS**, Maumelle Drive is located within the incorporated limits of the City of Plano, Collin County, Texas, and thus subject to City Council control under Section 3.07(q) of the City of Plano Charter; and

**WHEREAS**, the City Council of the City of Plano finds the prohibition of motor vehicle stopping, standing or parking along the north and south sides of Maumelle Drive from 150 feet east of Spokane Place to 200 feet east of Garfield Drive, between the hours of 8:00 a.m. to 8:45 a.m. and 3:15 p.m. to 4:00 p.m. on school days is necessary for the safety of students traveling to and from Schimelpfenig Middle School.

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

**Section I.** The City Council hereby deems it unlawful for any person to stop, stand or park a motor vehicle along the north and south sides of Maumelle Drive from 150 feet east of Spokane Place to 200 feet east of Garfield Drive between the hours of 8:00 a.m. to 8:45 a.m. and 3:15 p.m. to 4:00 p.m. on school days, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer.

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**Section II.** The City Council hereby amends Section 12-102(e) of Article V, *Stopping, Standing, and Parking* of Chapter 12, *Motor Vehicles and Traffic* of the Plano Code of Ordinances to revise the Subsection *Maumelle Drive* to read in its entirety as follows:

"*Maumelle Drive*, along the north and south sides of Maumelle Drive from 150' east of Spokane Place to a point 200' east of Garfield Drive."

**Section III.** The City Council authorizes and directs the Traffic Engineer of Plano to place traffic control signs on Maumelle Drive to notify all persons of the prohibited parking area during specified times.

**Section IV.** The City Council intends that this Ordinance, and every provision hereof, is severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance will not affect the validity or constitutionality of any other portion of this Ordinance.

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

**Section VI.** This Ordinance becomes effective from and after its passage and publication as required by law.

**DULY PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

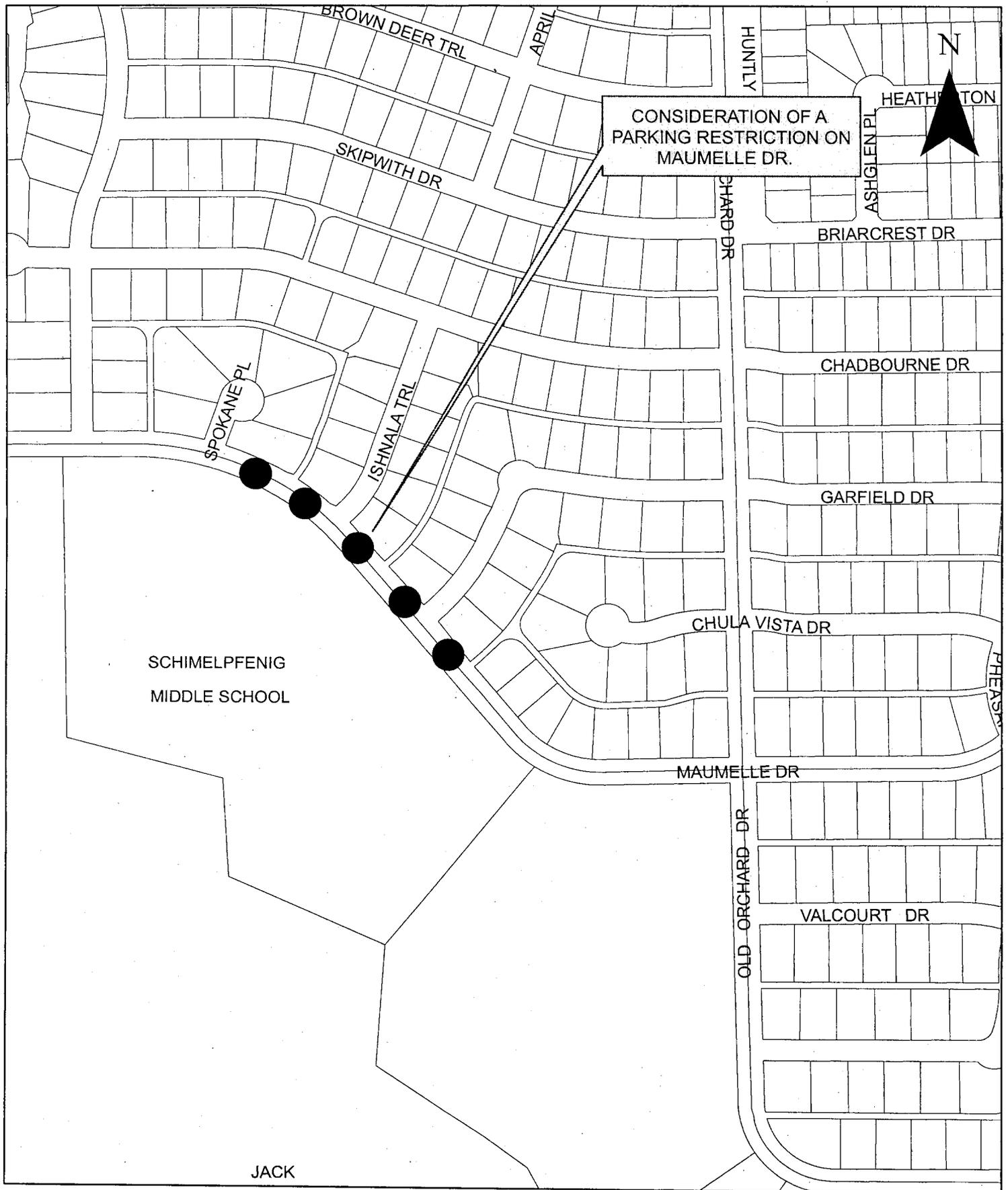
\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

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



CONSIDERATION OF A  
PARKING RESTRICTION ON  
MAUMELLE DR.

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## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: <b>03/27/06</b>		Reviewed by Legal <i>[Signature]</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan Upchurch	Executive Director	<i>[Signature]</i>	3/17/06
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	3/17/06
Agenda Coordinator (include phone #):		I. 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				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas, amending Section 12-101 of Article V Stopping, Standing, and Parking of Chapter 12 Motor Vehicles and Traffic of the Code of Ordinances of the City of Plano to delete the Subsection entitled 17th Street, along the north side from its intersection with P Avenue to its intersection with the alley west of R Avenue; providing a repealer clause, severability clause, savings clause, and an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	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:				
<b>SUMMARY OF ITEM</b>				
The current restriction against stopping, standing or parking along the north side of 17th Street from its intersection with P Avenue to its intersection with the alley west of R Avenue is covered in two sections of Chapter 12 of the City Code of Ordinances. This ordinance is to correct Chapter 12, Section 12-101 by removing one of two ordinances on 17th Street from P Avenue to R Avenue.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Map				

*A-1*

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

**AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING SECTION 12-101 OF ARTICLE V STOPPING, STANDING, AND PARKING OF CHAPTER 12 MOTOR VEHICLES AND TRAFFIC OF THE CODE OF ORDINANCES OF THE CITY OF PLANO TO DELETE THE SUBSECTION ENTITLED 17TH STREET, ALONG THE NORTH SIDE FROM ITS INTERSECTION WITH P AVENUE TO ITS INTERSECTION WITH THE ALLEY WEST OF R AVENUE; PROVIDING A REPEALER CLAUSE, SEVERABILITY CLAUSE, SAVINGS CLAUSE, AND AN EFFECTIVE DATE.**

**WHEREAS**, the current restriction against stopping, standing or parking along the north side of 17th Street from its intersection with P Avenue to its intersection with the alley west of R Avenue is covered in two sections of Chapter 12 of the City Code of Ordinances; and

**WHEREAS**, the Transportation Engineering Division has reviewed both sections, along with the Plano Independent School District, and has determined that parking along the north side of 17th Street, from its intersection with P Avenue to its intersection with the alley west of R Avenue, should only be prohibited during school hours; and

**WHEREAS**, based upon the facts stated herein and the recommendation of the Transportation Engineering Division, the City Council of the City of Plano finds it necessary to amend the parking restrictions on 17th Street, from its intersection with P Avenue to its intersection with the alley west of R Avenue by deleting Subsection *17th Street* from Section 12-101 of Article V of Chapter 12 of the City Code of Ordinances.

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

**Section I.** Subsection *17th Street* of Section 12-101 (Prohibited on Certain Streets at All Times) of Article V (Stopping, Standing, and Parking) of Chapter 12 (Motor Vehicles and Traffic) of the City of Plano Code of Ordinances is hereby deleted in its entirety.

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

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

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

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

**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

