

PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M., APRIL 11, 2005 AND PRELIMINARY OPEN MEETING IMMEDIATELY THEREAFTER, IN THE PLANO MUNICIPAL BUILDING, 1520 K AVENUE, IN COMPLIANCE WITH VERNON'S TEXAS CODES ANNOTATED, GOVERNMENT CODE CHAPTER 551 (OPEN MEETINGS ACT), AS FOLLOWS:

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

EXECUTIVE SESSION

- | | | | |
|------|--|-------------|---------|
| I. | Legal Advice | Wetherbee | 10 min |
| | A. Respond to questions and receive legal advice on agenda items | | |
| II. | Litigation: | Wetherbee | 10 min. |
| | A. McGuinness v. City of Plano, et. Al | | |
| | B. E-Level, Inc. Settlement Agreement | | |
| III. | Real Estate | | |
| | Sale or Lease for Hotel and Convention Center | Hogan | 10 min. |
| IV. | Personnel Appointment | Council | 5 min. |
| | North Texas Municipal Water District Board | | |
| V. | Economic Development | Muehlenbeck | 5 min. |
| | Discussion and Direction re Redevelopment Opportunities At Parker and K Avenue | | |

PRELIMINARY OPEN MEETING

- | | | | |
|------|--|---------|---------|
| I. | Consideration and action resulting from executive session discussion: Personnel – North Texas Municipal Water District Board | Council | 5 min. |
| II. | Discussion and Direction Regarding Special Event Grant Funding | Conklin | 15 min. |
| III. | Council items for discussion/action on future agendas | Council | 5 min. |
| IV. | Consent and Regular Agenda | Council | 5 min. |

- | | | | |
|----|---|---------------------|---------|
| V. | Council Reports | Council | 15 min. |
| | A. Council May Receive Information, discuss and provide direction on the following reports:
Board and Commission Review Committee Report | Stovall/
Johnson | |
| | 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.

SUPPLEMENTAL POSTING
(to correct a clerical error)

**PLANO CITY COUNCIL
MEETING NOTICE**

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M., April 11, 2005, AND PRELIMINARY OPEN MEETING 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:

To correct a clerical error to an item previously posted to the Executive Session, the following item now reads:

V. Economic Development Muehlenbeck 5 min

Discussion and Direction re Redevelopment Opportunities at **Park** and K Avenue.

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 is 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.



CITY COUNCIL

1520 AVENUE K

DATE: April 11, 2005

CALL TO ORDER: 7:00 p.m.

INVOCATION:

PLEDGE OF ALLEGIANCE: Girl Scout Troops 2335 and 2783
Faith Lutheran School of Plano

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p><u>PROCLAMATIONS AND SPECIAL RECOGNITION</u></p> <p>Proclamation: National Volunteer Month</p> <p>Proclamation: National Library Week</p> <p>Presentation: BOAT Award to Building Inspections Department</p> <p>Presentation: To Habitat for Humanity from Building Inspections Department</p> <p><u>GENERAL DISCUSSION</u></p> <p>In accordance with the Open Meeting Act, the City Council will hear comments of public interest, but any discussion shall be limited to placing the item on a future agenda for further consideration.</p> <p>Remarks are limited to five (5) minutes per speaker, with a maximum of 30 total minutes of testimony. Other time restraints may be directed by the Mayor.</p> <p>Specific factual information or an explanation of current policy may be made in response to an inquiry; but any discussion or decision must be limited to a proposal to place the item on a future agenda.</p> <p>Speakers will be notified when speaking time has expired. The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>CONSENT AGENDA</p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial.</u></p> <p><u>Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. The Council will then take action on the remainder of the Consent Agenda items. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p>(a) Approval of Minutes March 28, 2005</p> <p><u>Approval of Expenditures</u></p> <p><u>Award/Rejection of Bid/Proposal: (Purchase of products/services thru formal procurement process by this agency.)</u></p> <p>(b) Bid No. B118-05 for construction of Avenue K Streetscape from 18th Street to 14th Street in the amount of \$144,406.</p> <p>(c) Bid No. B093-05 for construction of Parkwood Water Line – Parkwood Tank to Spring Creek Parkway and North Dallas Tollway Water Main in the amount of \$623,258.</p> <p>(d) Bid No. B104-05 for construction of Hedgcoxe Widening and Improvements Project in the amount of \$1,002,110. This project consists of construction of two westbound lanes of Hedgcoxe Road from west of Iola to east of Georgetown, the reconstruction of eastbound Hedgcoxe Road between Duchess Drive and Iola Drive, including the addition of a third lane, and the construction of a right-turn lane from northbound Custer Road to eastbound Hedgcoxe Road.</p> <p>(e) Bid No. B105-05 for construction of Plano Parkway Extension (Los Rios Boulevard to 14th Street) in the amount of \$2,882,777. The project consists of construction of six median divided lanes of Plano Parkway, east of Los Rios Boulevard to the new intersection with 14th Street. It also includes construction of the extension of the existing 12” water main to its connection with the existing water main in 14th Street, including the addition of new fire hydrants. Other items of work include the construction of a new sanitary sewer to serve properties adjacent to the new section of Plano Parkway and extensive storm drainage improvements at the DART railroad crossing with Plano Parkway.</p> <p>(f) Bid No. B054-05 for the expansion of the City’s Retail Tenant Sector Marketing Study in an amount not to exceed \$63,000; and authorizing the City Manager to execute any contracts or documents consistent with the terms of this item.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(g)	Bid No. B097-05 for residential pavement repairs on the 2004-2005 Residential Slab Replacement Project, Zones 16 & 17 within the City of Plano in the amount of \$493,555. This project involves the replacement of street and alley pavement in the residential areas bounded by Coit Road on the west, Independence Parkway on the east, Legacy Drive on the north and Parker Road on the south.	
(h)	Bid No. B081-05 for Park System Trail Repairs in the amount of \$802,700. The base bid is for trail repairs at Chisholm Trail, Bluebonnet Trail, Hoblitzelle Park Trail and golf cart path replacement at several locations in Pecan Hollow Golf Course.	
	<u>Purchase from Existing Contract/Agreement: (Purchase is being made through Cooperative Purchasing Interlocal Contract as allowed by the Local Government Code or an additional purchase from current City of Plano annual purchase agreement.)</u>	
(i)	To approve an expenditure in an amount of \$60,189 for the purchase of network infrastructure equipment to IBM through the Department of Information Resources (DIR); and authorizing the City Manager to execute all necessary documents to effectuate the purchase. (DIR #SDD-190)	
(j)	To authorize the purchase of three (3) Interstater Type Tractors and one (1) Agricultural Design Tractor in the amount of \$262,923 through the H-GAC Cooperative Purchasing Program Contract No. GR01-04, awarded to Landmark Equipment, Inc., and authorizing the City Manager to execute any and all documents necessary to effectuate this purchase.	
(k)	To approve additional expenditures from an existing contract for the purchase of Self Contained Breathing Apparatus Equipment for the 2004 SHSP Grant in a total amount not to exceed \$40,087. (C179-00)	
(l)	To authorize the purchase of a restroom building and construction at Cheyenne Park in the amount of \$161,812 from ROMTEC through TXMAS Contract #5-56030 and authorizing the City Manager to execute any and all documents necessary to effectuate the purchase.	
	<u>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws.)</u>	
(m)	To approve and authorize for the selection of TranSystems Corporation Consultants to provide Professional Engineering Services for an amount not to exceed \$151,620 in connection with the design of Parker Road Estates Water Rehabilitation and authorizing the City Manager to execute all necessary documents to effectuate this contract.	
(n)	To approve and authorize for the selection of Pacheco Koch Consulting Engineers, Inc. to provide Professional Engineering Services for an amount not to exceed \$117,240 in connection with the design of the Midway Road Widening (Parker Road to Spring Creek Parkway) and authorizing the City Manager to execute all necessary documents to effectuate this contract.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(o)	<p>To approve and authorize for the selection of Harrington Engineering, Inc., to provide Professional Engineering Services for an amount not to exceed \$62,500 in connection with the design of Communications Parkway – Falls Road to Parker Road, and authorizing the City Manager to execute all necessary documents to effectuate this contract.</p> <p><u>Change Order: (Change to current City of Plano contract allowable under State law.)</u></p>	
(p)	<p>To amend a contract with Hayden Consultants, Inc., for Professional Engineering Services in the amount of \$17,900 in connection with engineering design for construction of Screening Wall Replacement – Town West, and authorizing the City Manager to execute all necessary documents.</p> <p><u>Adoption of Resolutions</u></p>	
(q)	<p>To approve and grant a 1905 square foot fire lane and access easement to Baylor Health Care System situated in the Denton Darby Survey, Abstract No. 260 between Lot 1R, Block A, Baylor Medical Center at Plano Addition and Lot 2R, Block 1, Preston Ohio Addition, and situated across a City of Plano drainage channel approximately 370 feet south of the northeast corner of the Baylor Medical Center at Plano Addition, all in the City of Plano, Collin County, Texas, as recorded in Cabinet C, Slide 138 of the Plat Records of Collin County, Texas, authorizing its execution by the City Manager, and providing an effective date.</p>	
(r)	<p>To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, providing terms and conditions for Hedgcoxe Road widening from east of Custer Road to west of Alma Drive; authorizing its execution by the City Manager; and providing an effective date.</p>	
(s)	<p>To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, providing terms and conditions for the construction of Plano Parkway from east of Los Rios to 14th Street; authorizing its execution by the City Manager; and providing an effective date.</p>	
(t)	<p>To approve the terms and conditions of an agreement by and between the City of Plano and Kansas City Southern Railway Company (KCS) to close the railroad crossing at Bradshaw Road and to construct a railroad crossing at Plano Parkway for the Plano Parkway Extension (Los Rios Boulevard to 14th Street) project, and authorizing its execution by the City Manager and providing an effective date.</p>	
(u)	<p>To approve the terms and conditions of a License Agreement by and between the City of Plano and Dallas Area Rapid Transit relating to closing of the railroad crossing at Bradshaw Road and construction of an at-grade rail crossing for the Plano Parkway Extension (Los Rios Boulevard to 14th Street), and authorizing its execution by the City Manager and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(v)	To approve the purchase of Symposium, telecommunications hardware and software, from Affiliated Telephone, Incorporated; a sole-source provider, authorizing the City Manager to take such action as is necessary to effectuate the purchase; and providing an effective date.	
(w)	To approve and authorize refunds of property tax overpayments; and providing an effective date.	
(x)	To approve the assignment of the tax abatement agreement in Tax Reinvestment Zone No. 39 between the City of Plano, Texas, the County of Collin, the Collin County Community College District and SASIB North America, Inc., (f/k/a SASIB Bakery North America, Inc., pursuant to a Delaware corporate merger), to Stewart Systems, Inc., a Delaware Corporation, and providing an effective date.	
(y)	To approve the terms and conditions of an agreement by and between James McCarley and the City of Plano for advocacy and consulting services in conjunction with the Texas Legislative 79 th Regular Session; authorizing its execution by the City Manager; and providing an effective date.	
(z)	To approve the terms and conditions of an agreement by and between Locke Liddell & Sapp LLP and the City of Plano for advocacy and consulting services in conjunction with the Texas Legislative 79 th Regular Session; authorizing its execution by the City Manager; and providing an effective date.	
<u>Adoption of Ordinances</u>		
(aa)	To amend Section II of Ordinance No. 2005-2-29 regarding voter options for a citizen initiative to comply with City Charter Section 7.05; and providing an effective date.	
(bb)	To revise a portion of Ordinance No. 96-1-30, codified as Section 7.5-16 Definitions, of Chapter 7.5, Emergency Services, of City of Plano Code of Ordinances; and providing a repealer clause, a severability clause, and an effective date.	
(cc)	To adopt and enact Supplement Number 68 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.	
<u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u>		
<u>The purpose of a Public Hearing is to receive input and information with the clarification that the focus of the City Council is on the singularly presented position, and not on repetition. To more effectively consider all presentations, applicants will limit their presentations to 15 minutes with a five (5) minute rebuttal time, if needed. All other speakers will be limited to a maximum of 30 total minutes of testimony, and three minutes per individual on any single issue. Other time restraints may be imposed at the discretion of the Mayor.</u>		

ITEM NO.	EXPLANATION	ACTION TAKEN
(1)	<p>Public Hearing and an ordinance as requested in Zoning Case 2005-04 to amend Section 1.600 (Definitions) of Article I (General Regulations), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses), and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, to amend the definition of Kennel (Indoor Pens); and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano</p>	
(2)	<p>Public Hearing and an ordinance as requested in Zoning Case 2005-06 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, so as to rezone 19.6± acres out of the Collin County School Land Survey No. 7, Abstract No. 153, located east of Ohio Drive and 300± feet south of McDermott Road in the City of Plano, Collin County, Texas, from Retail to Planned Development-155-Single-Family Residence-6; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Neighborhood #1. Applicant: S.H. 121 – Preston, L.P.</p>	
(3)	<p>Public Hearing and an ordinance as requested in Zoning Case 2005-01 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, granting Specific Use Permit No. 560 so as to allow the additional use of Contract Construction on 1.0± acre of land out of the Daniel Rowlett Survey, Abstract No. 738, located on the northeast corner of K Avenue and Pecan Lane in the City of Plano, Collin County, Texas, presently zoned Light Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Neighborhood #22. Applicant: Fix Air Services Tabled 03-16-05 and removed from the table on 03-28-05.</p>	
(4)	<p>A resolution to approve and adopt the Plan to End Chronic Homelessness in Collin County; and providing an effective date. Tabled 12/21/04 and 3/16/05</p>	
(5)	<p>An ordinance to repeal Ordinance No. 2004-7-12 and adopt a new ordinance relating to the policies and procedures for funding public art; providing definitions; allowable uses of public art funds; responsibilities of the Public Art Committee; administration of the Public Art Program; and maintenance of public art; providing a severability clause; a repealer clause; and an effective date. Tabled 3/28/05</p>	
(6)	<p>Discussion and Council direction regarding regulation of solicitation in the rights-of-way.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A is located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



Pat Evans
Mayor

April 6, 2005

Shep Stahel
Mayor Pro Tem

Ken Lambert
Deputy Mayor Pro Tem

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

Scott Johnson
Place 2

Phil Dyer
Place 3

Honorable Mayor and City Council:

Sally Magnuson
Place 4

We will begin our meeting Monday evening in Executive Session with legal advice, litigation, real estate, personnel appointment and economic development.

Steve Stovall
Place 5

The Preliminary Open Meeting agenda consists of discussion and direction regarding special event grant funding and a report from the Board and Commission Review Committee.

Jean Callison
Place 7

I look forward to seeing you Monday evening.

Thomas H. Muehlenbeck
City Manager

Sincerely yours,

Thomas H. Muehlenbeck
City Manager

THM/bn

Preliminary Open Meeting Item II.

Discussion and Direction re Special
Event Grant Funding - Conklin

POM IIa

**Discussion/Action Items for Future Council Agendas
(as of April 5, 2005)**

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.

April 9 – Police Banquet – Perot Systems – 6:30 – 10 p.m.

April 12 – Volunteer Recognition – 7:00 p.m. – Courtyard Theater

April 25

DART Status Report

Mobility Report

Comprehensive Monthly Financial Report

Discussion and Direction re Environmental Education Building (Foster/Nevil)

Handbill Solicitation

Appeal of Denial by Planning and Zoning of the Zoning Request for the Harrington Tract at the SE Corner of Preston Road and Parker Road.

May 9

Public Access Channel Presentation (Beckley)

May 17 – Special Called Meeting to Canvass Election

May 18 – Law Enforcement Memorial – 7 p.m. - Haggard Park

May 19 – District 3 Roundtable – 7 p.m. – City Joint Use Facility – Building A

May 23

DART Status Report

Mobility Report

Comprehensive Monthly Financial Report

May 30 – Memorial Day Holiday

June 10 – 13 – TCMA - Galveston

June 13

June 27 – noon – 4:30 – Council and P&Z Retreat

Amiea

June 27

DART Status Report
Mobility Report
Comprehensive Monthly Financial Report

July 4 – Independence Day Holiday

July 25

DART Status Report
Mobility Report
Comprehensive Monthly Financial Report

July 27

Budget

August 8

August 18 - District 4 Roundtable - 7. p.m. – Vines High School Cafeteria

August 22

DART Status Report
Mobility Report
Comprehensive Monthly Financial Report

September 5 – Labor Day Holiday

September 12

September 25 – 28 – ICMA - Minneapolis

September 26

DART Status Report
Mobility Report
Comprehensive Monthly Financial Report

October 3 – 7 – PISD Fall Break

October 10

October 24

DART Status Report
Mobility Report
Comprehensive Monthly Financial Report



October 26 – 29 – TML – Gaylord Texan, Grapevine

November 10 – District 2 Roundtable – Plano Sports Authority – 2nd floor

November 14

November 24 – 25 – Thanksgiving Holidays

November 28 (Thanksgiving)

DART Status Report

Mobility Report

Comprehensive Monthly Financial Report

December 6 – 10 – NLC – Charlotte, NC

December 12

December 23 – 26 – Christmas/ Winter Holidays

December 28 (rescheduled from 12/26) (Winter Holiday)

DART Status Report

Mobility Report

Comprehensive Monthly Financial Report

January 2, 2006 – New Year Holiday

Tomita

MEMORANDUM

DATE: March 31, 2005
TO: Honorable Council Members Stovall and Johnson
FROM: Di Zucco, Assistant City Secretary *DZ*
RE: Board and Commission Review Committee

Attached is a memo summarizing the Board and Commission Review Committee meetings last week. I've included the revised Board/Commission application, several examples of member maps and the information provided to the committee by the boards.

Please advise if you would like to schedule an agenda item on the April 11th Preliminary Open Meeting to review the committee's findings.

xc: Honorable Mayor Evans
City Manager Muehlenbeck

va

MEMORANDUM

DATE: March 28, 2005

TO: Honorable Mayor and City Council
City Manager Muehlenbeck
City Secretary Elaine Bealke

FROM: Di Zucco, Assistant City Secretary

RE: Board and Commission Review Committee

On Wednesday, March 23, 2005, Council Members Stovall and Johnson (members of the Board and Commission Review Committee), Assistant City Secretary Zucco and Administrative Assistant Snyder met with Staff liaisons and chairpersons/members of the following committees. The meeting continued on Thursday, March 24, 2005.

ANIMAL SHELTER ADVISORY COMMITTEE

Animal Services Field Manager Clark and Chair Bolin spoke to committee recommendations including a continuous six-month review of the Standard Operating Procedures, review and possible update of Chapter 4 of the Code of Ordinances as it relates to "Animal Regulations," adopting a policy of micro chipping all animals placed into adoption and continued evaluation and implementation of methods of lowering the euthanasia rate. They spoke to the need to determine a microchip that is compatible amongst area cities and advised that all Staff is now certified as euthanasia technicians. Council Member Johnson requested euthanasia statistics in the future be broken down to reflect requests from owners, illness or bad temperament.

Mr. Bolin spoke to the cohesiveness of the board and advised that they are getting more done in a timely manner. Mr. Clark spoke to the current opening for a municipality representative and advised that he will work on getting it filled. Mr. Stovall requested that the Code be revised to allow for more than three terms to be addressed in any one year as there are currently seven members on the board.

Mr. Clark spoke regarding the shelter's planned expansion to include a surgery suite and advised regarding the effect of Collin County's efforts aimed at the establishment of a shelter. He stated that the City is giving technical aid to the county and further spoke to the trickle down of costs to the City.

BOARD OF ADJUSTMENT

Chief Building Official Mata spoke regarding the cases brought before the board many of which are homeowners lacking permits. He advised that Staff has received complaints that the cost of appearing before the board is non-refundable should the case be denied. Mr. Mata and Chair Caso spoke to the board's responsibility to find that there is a hardship in the case of a variance.

Mr. Mata spoke to the increase in commercial development and to issues related to commercial signs being used to advertise infill lots. Mr. Caso spoke to issues related to restricting only commercial signs and regarding the use of unified lot agreements where owners join together to make an agreement using one lot for the signage of another but advised that the City would regulate only the total signage.

Mr. Mata spoke to information regarding permits being provided on the City's web site and included in water bills and Mr. Caso stated he advises those in attendance regarding procedures of board meetings. Council Members Stovall and Johnson expressed appreciation for the work of the board.

BUILDING STANDARDS COMMISSION

Chief Building Official Mata stated that the role of the board is to consider alternatives to the building code requested by builders. Chair Gill advised that the board is finding more homes in disrepair that come through the Property Standards Department and spoke to the delays in getting repairs done requesting consideration of the City budgeting monies for repairs to be reimbursed. Mr. Mata spoke to problems related to non-owner occupied homes. Council Member Johnson recommended a request for funding come forward for consideration during the budget process.

Mr. Gill spoke to issues related to homes being converted to rental properties and stated concern regarding the effect of the economy on citizens' ability to afford repairs. He spoke to the board's role as being an intermediary between the City and the homeowner.

TRANSPORTATION ADVISORY COMMITTEE

Transportation Engineering Manager Neal spoke to the board's focus on education and to improvements made to the City's web site. He spoke to issues related to the movement of traffic on Park Boulevard east of K Avenue and requested Council liaisons come to meetings. Mr. Neal spoke regarding the *Share the Road* program which would be utilized during traffic stops and to tying into the national effort having information provided on PTN and local radio stations. He spoke to improved attendance on the board.

Council Member Johnson spoke positively regarding the pedestrian "countdown" signals and Mr. Neal spoke to work with PISD to prioritize school locations for the signals. Mr. Neal spoke to moving forward with the video camera concept for the traffic detection system which aids in traffic movement. Mr. Johnson requested a Council update regarding the system and Mr. Neal spoke regarding DART On Call services and moving it to different locations to determine demand.

CULTURAL AFFAIRS COMMISSION

Commission Member Alex Johnson advised that the emphasis of the board is on the evaluation and distribution of funds to cultural groups and spoke to the implementation of a "scorecard" to reflect groups' accountability. Creative Arts Manager Wear spoke to the placing of a higher priority on fiscal responsibility. Mr. Johnson spoke to an upcoming grant workshop on May 3 which would walk applicants through the grant request process and Mr. Wear spoke to work done by subcommittees, involvement of more art groups as the City becomes more culturally diverse and the possibility of attracting more "homeless" arts groups.

Commission Member Johnson spoke to stressing to groups that funding is attributed to hotel/motel taxes and Council Member Stovall spoke to encouraging groups to hold regional association meetings in the City, working with the Convention and Visitor's Bureau and regarding the upcoming technology convention. Mr. Wear spoke to the possible increase in requests as the City's art infrastructure is built.

HERITAGE COMMISSION

Heritage Resource Officer Watson spoke to being on target with historic designations, the completion of 20 Certificates of Appropriateness, the upcoming grant process and to work on the tax exemption program. Chair Keen spoke to good participation at the Blackland Prairie Festival and Mr. Watson spoke to the festival promoting preservation in the City.



Mr. Watson stated that the Heritage Commission will have a booth and spoke regarding a home tour to be offered at the upcoming festival. He spoke regarding the National Alliance of Preservation Committee mini-convention scheduled for October.

Council Members Stovall and Johnson spoke regarding the Code's reference to a Building Inspection Department representative serving as an ex-officio member of the board and Ms. Zucco advised that she would contact Chief Building Official Mata regarding a recommendation.

KEEP PLANO BEAUTIFUL COMMISSION

Special Services Supervisor Smouse spoke to the upcoming Great American Cleanup, now in its 20th year in the City of Plano. Chair Nalley spoke regarding participation in the event and the reduction in the amount of litter being collected each year advising it may be due to better public education resulting in less trash to be picked up.

Mr. Smouse spoke to educational programs offered by the commission and Mr. Nalley spoke to involvement in the balloon festival and a recent TxDOT and State of Texas grant for beautification along U.S. 75. Mr. Nalley spoke to looking for cooperation from businesses along the DART rail line. Mr. Smouse spoke to work with PISD on educating youth and their parents.

Mr. Nalley requested the Council consider appointment of a ninth member to aid in volunteer work and Council Member Johnson requested the board provide a presentation to the Council regarding their need. Council Members Stovall and Johnson spoke to the good work done by the board.

LIBRARY ADVISORY BOARD

Director of Libraries Baumbach advised that the Haggard Library should reopen in September or October and Council Member Johnson commended the Staff for their efforts during the construction. Ms. Baumbach spoke regarding the mural project at the Schimelpfenig Library which will have a mid-May completion. Chair Norton spoke to looking for promotional ideas for the reopening of Haggard Library and to getting the community involved. Mr. Stovall spoke to requesting assistance from ethnic or church groups. Ms. Baumbach spoke to the move of the genealogy collection to Haggard Library should the bond proposition pass and Mr. Norton spoke to making the community aware of the lab possibly through the utility bill. Council Member Stovall spoke to getting help from the Chamber of Commerce to help sponsor awareness.

Ms. Baumbach spoke to the need for MP3 players to accommodate Chinese books on tape and to the popularity of Chinese language magazines. She spoke regarding the challenge of finding translators for Chinese and Hispanic languages and Mr. Stovall spoke to utilizing volunteers. Ms. Baumbach spoke to addressing the turnaround of the collection rather than focusing on gaps on the shelves and advised that the Davis Library has the most turnaround.

Mr. Norton spoke regarding the cohesiveness of the board and to receiving support from the Friends of the Library. Ms. Baumbach spoke to the importance of the board as a peer review group and regarding library visits by schools and scout groups. Mr. Norton spoke to stopping at a library facility during Leadership Plano tours.

PARKS AND RECREATION PLANNING BOARD

Chair Wormald spoke to the board's work on the CIP for FY 2004-05, the park bond referendum projects, facility fees and the naming and design of the Tom Muehlenbeck Center. He spoke regarding art being a component of the facility and advised that a presentation will be given to the Council this spring. Mr. Wormald stated that construction is expected to begin in a year with the goal of opening in the summer of 2007.



Mr. Wormald spoke to work being done on the Oak Point Park and Nature Preserve and the roadway expected to open in a month. He spoke to reviewing the traffic flow and how fast traffic moves and to addressing the problem of dirt bikes and 3-wheelers. Mr. Wormald spoke regarding recent and upcoming Chapter 26 hearings.

Mr. Wormald spoke to future projects including work on the Park Master Plan, CIP for FY 2005-06, continued work on the Tom Muehlenbeck Center, Chapter 26 hearings and naming facilities within the Oak Point Park and Nature Preserve for those who have contributed to the City of Plano. Director of Parks and Recreation Wendell spoke to beginning a naming policy with City parks then expanding it.

Mr. Wormald spoke to a lack of compliance with leash laws and individuals not picking up dog waste and Mr. Wendell spoke to talking to Animal Services for help in enforcement. Mr. Wormald spoke to the study of an equestrian facility at Oak Point Park and Nature Preserve and regarding events that would come to the area. He spoke to design for Memorial Park, addressing erosion at the park and the plan to include artistic elements. Mr. Wendell spoke to this item being a top priority on the bond list.

Mr. Wormald spoke to having a wide spectrum of individuals involved in board meetings and to following a process for speakers. Council Member Stovall spoke to the board having a close relationship with the Public Arts Committee. He spoke to revising the expiration dates of terms to reflect October 31 rather than September 30.

PLANNING AND ZONING COMMISSION

Chair Williamson spoke regarding the challenges of infill development and stated that the board does not feel constrained when considering requests. Director of Planning Jarrell advised that the Commission will be spending time reviewing the ordinances since they do not address all infill issues. In response to Council Member Stovall, Ms. Jarrell spoke to meetings held with PISD and FISD regarding demographics and Mr. Stovall spoke regarding the effect of PISD boundary changes. Ms. Williamson spoke to the use of demographic numbers during controversial cases. She spoke to the community's possible future transition from an older community back to a younger one and to the need for schools as this occurs. Ms. Williamson spoke positively regarding the joint Council/Planning and Zoning Commission retreat and her preference of utilizing this venue rather than quarterly meetings. She spoke to not having the Commission televised in part due to scheduling limitations for the Council Chambers. There was discussion regarding attendance of the Commission and she advised that members are now "on track." She spoke to the transition in membership that will occur over the next few years.

Ms. Williamson spoke to dealing with vacant retail spaces in the future and the possible effect of home foreclosures. Ms. Jarrell spoke to staying open for new forms of development and Ms. Williamson advised that the Commission will be having a review of policies and procedures including the placement of items on the agenda.

PLANO HOUSING AUTHORITY

Director of the Plano Housing Authority Macey spoke regarding budget cuts and advised that the authority is using portability as a means to do funding stating that portability provides for some reimbursement of fees and gives families the ability to live anywhere. She responded that the City of Dallas has different housing issues/circumstances than the City of Plano and that the City of Richardson has no housing authority and participants come to the City of Plano.



Ms. Macey spoke to the purchase of land at 18th and G Avenue for a facility to be complementary to the area and advised that no City funds have been requested for the project. She spoke to working with the Heritage Commission for the building with groundbreaking in late summer and advised that construction would take a year. Ms. Macey spoke to the decentralization of housing in the City and the goal of promoting individuals to homeownership.

SELF SUFFICIENCY COMMITTEE

Deputy Housing Authority Director Rios advised that there are 52 residents in the program with 12 graduates last year. She spoke to the focus of the program being on financial fitness, the City of Plano having the leading program in North Texas and working with other cities. Ms. Rios spoke to working on the budget to sustain the viability of the program and generate new scholarship and education funds.

Plano Housing Authority Director Macey spoke to an upcoming homeownership fair at Southfork Hotel to be held in June which will bring clients/lenders and other resources together to promote homeownership and to not duplicating resources. City Manager Muehlenbeck spoke to discussions with the Hispanic community and relayed the feeling that they are interested in housing opportunities, requested informational materials in Spanish and stated that there would be more trust if meetings were held in churches rather than other public places. Ms. Rios spoke to the diversity of the Plano program and recently facilitating users in Spanish and Kurdish. She spoke to the bilingual staff and work done with lenders and underwriters to ensure that help is being provided.

Council Member Stovall requested that the Code be revised to remove the reference to a maximum number of positions expiring in any one year and to revise the date of term expiration to October 31 rather than June 30.

PLANO TRANSITION AND REVITALIZATION

Long Range Planning Manager Zimmerman spoke to work done on the Urban Design Element Update which will come forward to the Council in May 2005. He spoke to considering the future role of urban centers in the City including identifying components of successful centers and to applying these to a location in the City (possibly Preston Road and Park Boulevard). Council Member Johnson spoke to challenges when properties are parceled out rather than having one owner. Mr. Zimmerman provided the definition of urban center as a pedestrian-oriented development with the opportunity to work, play and live in the same location and to not considering the concept as a "cure" for all vacant centers. He advised that he is not aware of other cities studying the concept nor having a transition committee.

Mr. Zimmerman spoke to a pilot rental inspection program beginning in June 2005 which will have the long-term goal of reviewing all rental units in the City with a starting point being apartment units that are 20 years or older and work with the Property Standards Department to outline the program.

Discussion was held regarding the current opening on the board by a former Planning and Zoning Commission member and Council Member Johnson spoke to holding the vacancy. Mr. Zimmerman spoke to attendance by members at many recent activities.

PUBLIC ARTS COMMITTEE

Chair Coleman spoke regarding the "Call to Artists" for the Tom Muehlenbeck Center, the deadline of March 29th and advised that 24 national artists have responded. Public Art Coordinator Hamilton spoke to the total budget for the project being \$100,000 and the committee envisioning a \$75,000 lead-artist project with possibly smaller projects for local entry-level artists. Mr. Coleman spoke to this project providing the maximum return on the City's investment in art as it can be part of design elements. Council Member Stovall requested a future presentation to the Council regarding the response received from artists.

Ms. Hamilton advised that on April 19th the selection committee will review the applications narrowing them down to three finalists and making a final decision by June 1st. Mr. Coleman spoke to the selection process ensuring that the art fits the community.

Mr. Coleman spoke regarding the importance of the Public Art Ordinance and having options in place. He spoke to the cohesiveness of the board and Ms. Hamilton spoke to a Local Public Art Network meeting (Fort Worth, Frisco, Allen, Dallas and Mesquite) to be held on April 27th providing for an exchange of information.

SENIOR CITIZENS ADVISORY BOARD

Chair Celso spoke to the good response received from a survey being conducted by the Board to gather information on points of interest to senior citizens and to a review of the results by the Board at their April 7th meeting followed by a presentation to the Council possibly in June. He spoke to the Senior Center Board being more appropriate to respond to questions regarding the use of senior facilities.

Mr. Celso spoke to the good work being done by the Board and advised that a Medicare doctor list the board was working on is currently being done by Medicare on the web. There was discussion regarding holding public sessions on "hot topics" and scheduling board meetings around the City to be more available to seniors.

TECHNOLOGY COMMISSION

Chair Dana Johnson spoke to the upcoming North Texas Global Telecom Conference (April 12 & 13) and his interest in the committee being to see broadband come to the City. He asked to be made aware of franchise negotiations so that he or other board members might possibly be involved. There was discussion regarding the types of DSL available in the City and Council Member Stovall advised he will gather information regarding what broadband options are available in the City and have it posted on the City's web site. Council Members Johnson and Stovall spoke to the high number of applicants for this board and utilizing the talent of the community in Commission subcommittees. Chair Johnson spoke to efforts last year in advising the public regarding the "no call" list.

After discussion, Council Member Stovall advised he would check into attendance issues of the Commission.

COMMUNITY RELATIONS COMMISSION

Chair Stephenson advised regarding revised scoring criteria for applicants to zero in on specific information. She spoke highly regarding the board's members, the learning curve of the board and stated that meetings are called. Ms. Stephenson spoke to working through the grant process and future issues should CDBG funding be cut. She spoke to the difficulty in finding a member who has time to serve on this board and the Plano Transition and Revitalization Commission as required by the Code and suggested the requirement be filled by a "former" Community Relations Commission member. She also spoke to revising the requirement that a member serve on a PISD multiethnic commission, as the school district is not interested. Council Member Stovall directed that this requirement be removed as well as the language that only one-half of the terms shall expire in any one year to offer more flexibility to the Council.

DISCUSSION OF OTHER BOARDS/COMMISSIONS

Assistant City Secretary Zucco advised that the Youth Advisory Commission is considering amending their ordinance to extend the terms of their members and that they will address removing current language calling for 8th graders on the Commission as this is no longer the practice.

In reviewing the other boards, the committee recommended sunseting the Banner Sign Committee.



BOARD AND COMMISSION APPOINTMENT PROCESS

The following revisions were made to the application (attached):

- Expanded to include qualifications
- Included a note that additional information is welcomed
- Emphasized text indicating the time commitment required by board members
- Added a note regarding Planning and Zoning Commission worksessions
- Added lines to the back of the form for more information
- Added information regarding the City's website
- Revised the flyer "header" to emphasize the year 2005

(Staff will review board descriptions for accuracy)

Job Fairs:

- Job fair to be held on Thursday, August 11 at the PSA Star Center to provide a larger room and a central location.
- Job fair to be held on Saturday, August 13 in conjunction with the budget worksession to be held in the Building Inspection's Training Room to facilitate the flow of the event
- Have each board/commission prepare an informational sheet which includes: the number of meetings, duties, time commitment and if there are busier months than others to be utilized at the job fairs.

To better inform citizens regarding open positions the following changes will be implemented:

- Boards rearranged on the application flyer to differentiate those being appointed during the process
- At the Job Fairs those boards with no openings will have a collective table separate from those who have positions available
- The newspaper ad published following reappointments will only indicate those boards with current openings

Board/Commission Member Map (attached)

Several examples of maps denoting the residences of board/commission members by zip code and a cumulative map are included.

Attachments: Application Flyer
Board/Commission Member Maps
Items submitted by boards during review

i

MAYOR'S MESSAGE



Pat Evans

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

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

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

GENERAL INFORMATION

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

All appointees to City Boards, Commissions and Committees must:

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

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

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

Thursday, August 11, 2005, 6-7 p.m.
PSAStarCenter, 6500 Preston Meadow

Saturday, August 13, 2005, 2-3 p.m.
Plano Municipal Center, 1520 K Avenue

City Council information is available on the City of Plano Web site at www.plano.gov.

2005 BOARDS & COMMISSIONS OVERVIEW city of plano

BOARD DESCRIPTIONS

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

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

Animal Shelter Advisory Committee

8 members 2 year terms

Meetings: 4 times per year
Tentative Dates: Jan., Apr., July & Oct.
(other meetings at discretion of Chair)
Animal Shelter, 4028 W. Plano Pkwy.

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

Board of Adjustment

5 members, 4 alternates 2 year terms

Meetings: 6 p.m., 2nd & 4th Tuesdays
Plano Municipal Center, 1520 K Ave.

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

Building Standards Commission

5 members, 4 alternates 2 year terms

Meetings: 4 p.m., 3rd Tuesday
Plano Municipal Center, 1520 K Ave.

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

Civil Service Commission

3 members 3 year terms

(State Statute)

Meetings: At least every January & as needed.
Plano Municipal Center, 1520 K Ave.

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

Community Relations Commission

8 members 2 year terms

Meetings: as called, Tuesdays & Wednesdays
Plano Municipal Center, 1520 K Ave.

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

Cultural Affairs Commission

7 members 2 year terms

Meetings: 7 p.m., 1st Monday
Courtyard Theater, 1509 H Ave.

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

Heritage Commission

7 members 2 year terms

Meetings: 5:30 p.m., 4th Tuesday
Plano Municipal Center, 1520 K Ave.

Recommends to the Planning & Zoning Commission that certain buildings, land, areas, and districts in the City be designated as heritage resources. Issues Certificates of Appropriateness for proposed work to existing building exteriors or for new construction in designated heritage resource districts. Receives applications for grants from historic preservation agencies and recommends to Council the disposition of these grant funds. Appointees should have demonstrated interest, competence and knowledge in historic preservation. Preference will be given to professionals from the disciplines of architecture, history, architectural history, planning, archeology or other disciplines related to historic preservation such as urban planning, American studies, American civilization, cultural geography or cultural anthropology.

International Relations Advisory Commission

9 members 2 year terms

Meetings: Meets once annually with special meetings called by the Chairperson.

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

Keep Plano Beautiful Commission

8 members 2 year terms
Meetings: 7 a.m., 3rd Wednesday
Keep Plano Beautiful, 4200 W. Plano Pkwy.

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

Library Advisory Board

7 members 2 year terms
Meetings: 7 p.m., 1st Tuesday
Various Plano Public Library Locations

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

Parks and Recreation Planning Board

7 members 2 year terms
Meetings: 6:30 p.m., 1st Tuesday
Municipal Center South, 1409 K Ave.

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

Planning & Zoning Commission

8 members 2 year terms
Meetings: 7 p.m., 1st & 3rd Mondays, & worksessions
Plano Municipal Center, 1520 K Ave.

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

Plano Housing Authority

5 members 2 year terms
Meetings: 6:30 p.m., 4th Tuesday
Southfork Hotel, 1600 N. Central Expwy.

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

Plano Transition and Revitalization Commission (formerly EPAC)

8 members 2 year terms
Meetings: 4:30 p.m., 3rd Wednesday
Plano Municipal Center, 1520 K Ave.

Membership includes 1 person each from the Plano Chamber of Commerce, Plano Economic Development Board; a person with City of Plano P&Z Commission experience; and a member from the City of Plano Community Relations Commission. The remainder of the positions are open to Plano residents. Makes recommendations to maintain and enhance quality of life for persons who live, work and/or visit Plano; addresses challenges and opportunities relating to Plano's transformation from a growing to a maturing community.

Public Arts Committee

7 members +1 Ex Officio from the Cultural Affairs Commission 2 year terms
Meetings: 7 p.m., monthly, Wednesday, as needed
Courtyard Theater, 1509 H Ave.

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

Retirement Security Plan Committee

5 members 2 year terms
Meetings: 4 times per year (Jan., Apr., July, & Oct.)
Plano Municipal Center, 1520 K Ave.

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

Self Sufficiency Committee

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

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

Senior Citizens Advisory Board

10 members 2 year terms
Meetings: 6:30 p.m., 1st Thursday every other month (Mar., May, July, Sep. & Nov)
Plano Senior Center, 401 West 16th St.

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

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

5 to 15 members 2 year terms
Meetings: As called by members
Plano Municipal Center, 1520 K Ave.

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

Technology Commission

7 members 2 year terms
Meetings: 6 p.m., 3rd Monday
Plano Municipal Center, 1520 K Ave.

Membership includes technology members or professionals and/or business managers or professionals with at least 10 years of management or professional experience. A maximum of six members shall be from technology industries and 2 shall be experienced technology users from any industry. Identifies emerging and evolving technologies in the areas of computers; telecommunications; the Internet; data; voice; video; wireless and other future technologies. Develops recommendations for the utilization of technologies for the advantage of businesses and citizens of Plano. Works with the P&Z Commission on areas of technology.

Transportation Advisory Committee

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

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

The following boards and commissions are not included in the annual appointment process. Appointments are made at designated times throughout the year.

Arts of Collin County

5 members 3 year terms
Meetings: Quarterly as designated by the Board

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

Collin County Appraisal District Board

Meetings: 6:30 p.m., 4th Thursday
2404 K Ave., Plano

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

DART Board

2 year terms
Meetings: 6:30 p.m., 2nd & 4th Tuesdays
1401 Pacific Ave., Dallas

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

North Texas Municipal Water District Board of Directors

2 members 2 year terms
Meetings: 4 p.m., 4th Thursday
NTMWD, 505 E. Brown, Wylie

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

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

5 to 15 members 2 year terms
Meetings: As called by members
Plano Municipal Center, 1520 K Ave.

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

CITY OF PLANO BOARD OR COMMISSION CANDIDATE APPLICATION

Applications are due August 26, 2005

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

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

Name: _____

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

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

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

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

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

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

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

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

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

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

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

I will attend the following reception. (check one) Thursday, August 11, 2005 Saturday, August 13, 2005

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Plano Boards and Commissions as noted in the General Information portion of this overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications will remain on file for one year from the date of receipt. I affirm that I am qualified to vote.

Signature

Date

In compliance with Chapter 552, Vernon's Texas Codes Annotated, (Open Records Law), information provided on this application may be available to the public upon request.

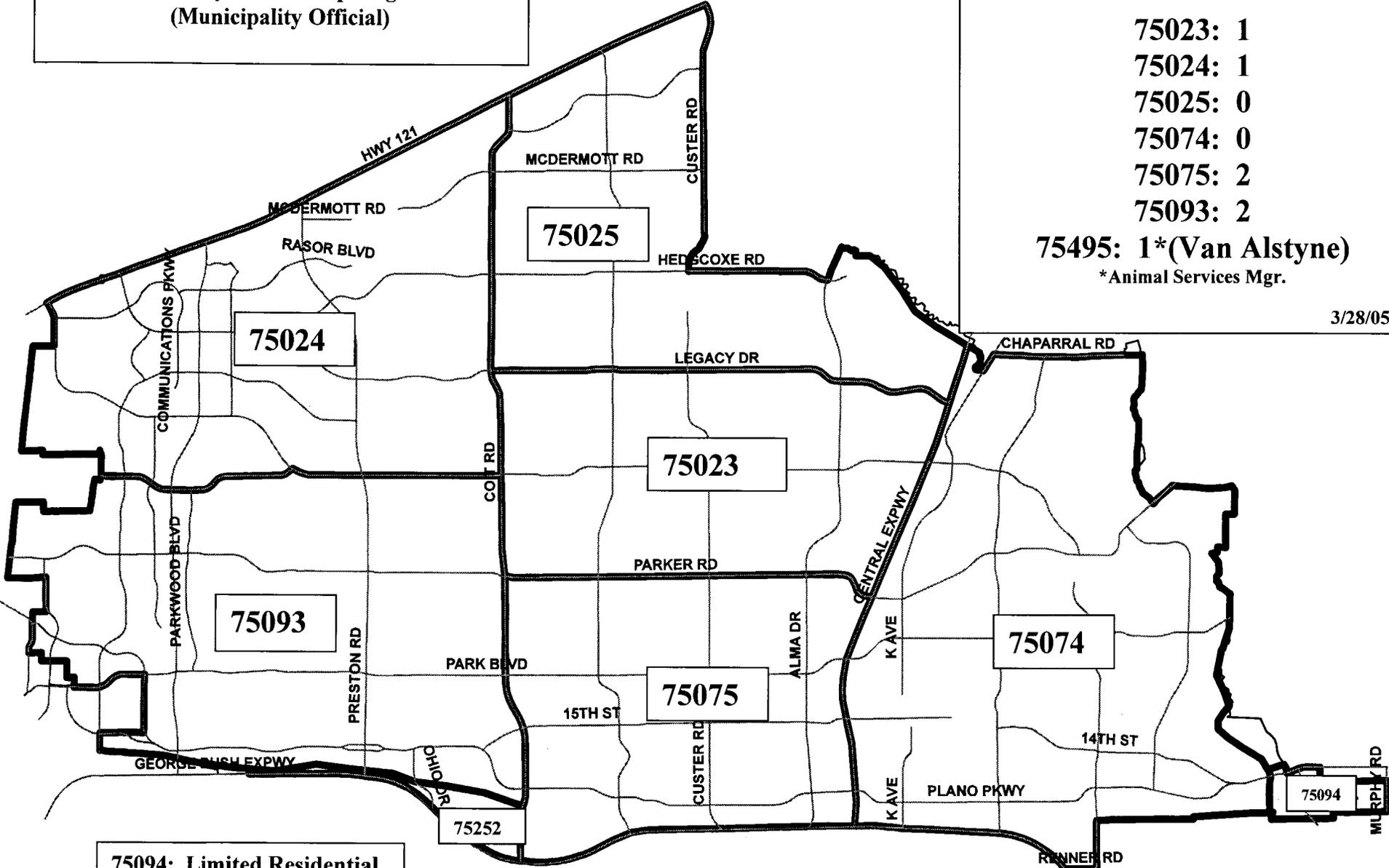
Rev. 04-05

1 Interim Vacancy – Term Expiring 10/05
(Municipality Official)

**Animal Shelter Advisory
Committee**

75023: 1
75024: 1
75025: 0
75074: 0
75075: 2
75093: 2
75495: 1*(Van Alstyne)
*Animal Services Mgr.

3/28/05



75094: Limited Residential
75252: Non-Residential

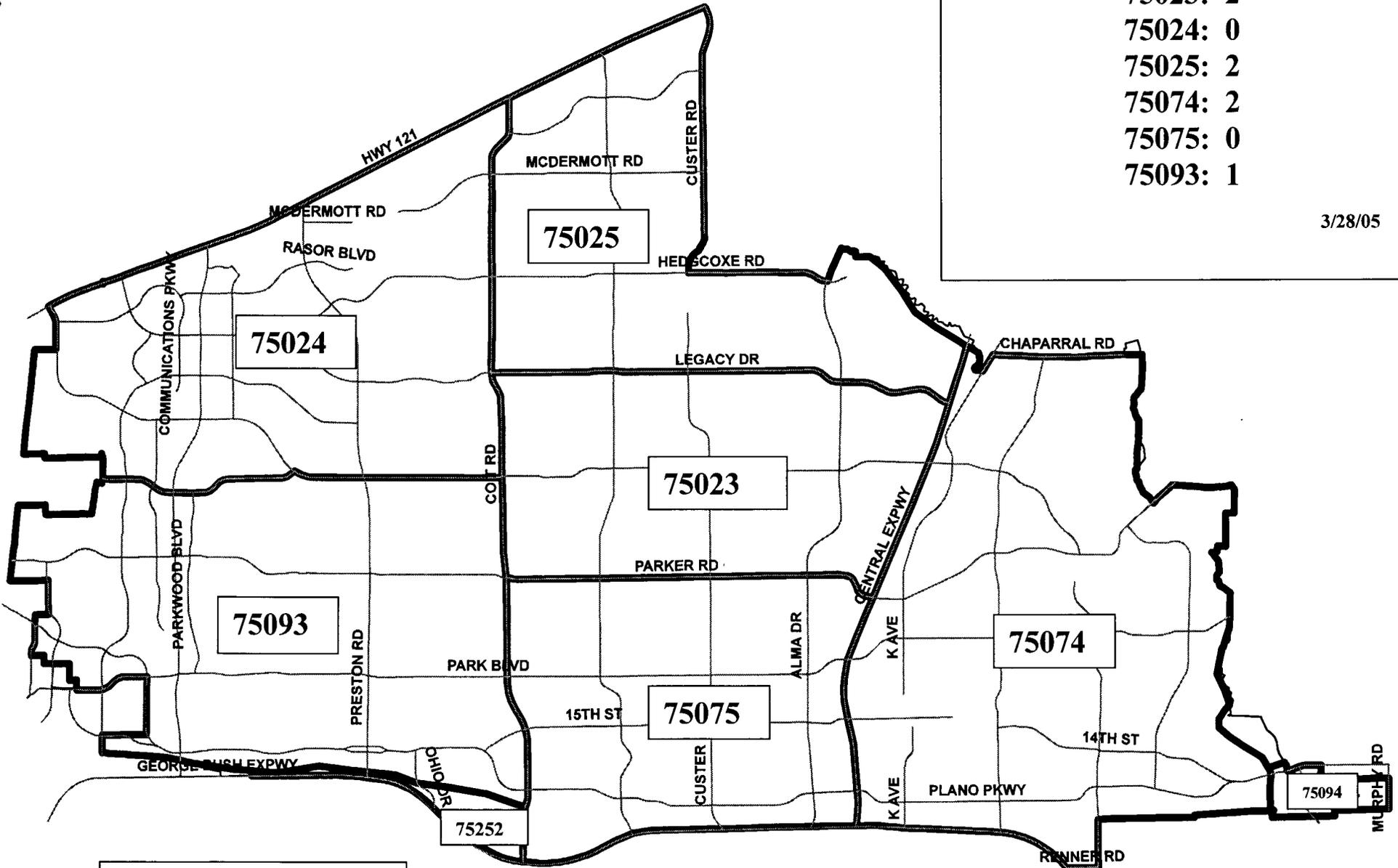
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Cultural Affairs Commission

75023: 2
 75024: 0
 75025: 2
 75074: 2
 75075: 0
 75093: 1

3/28/05

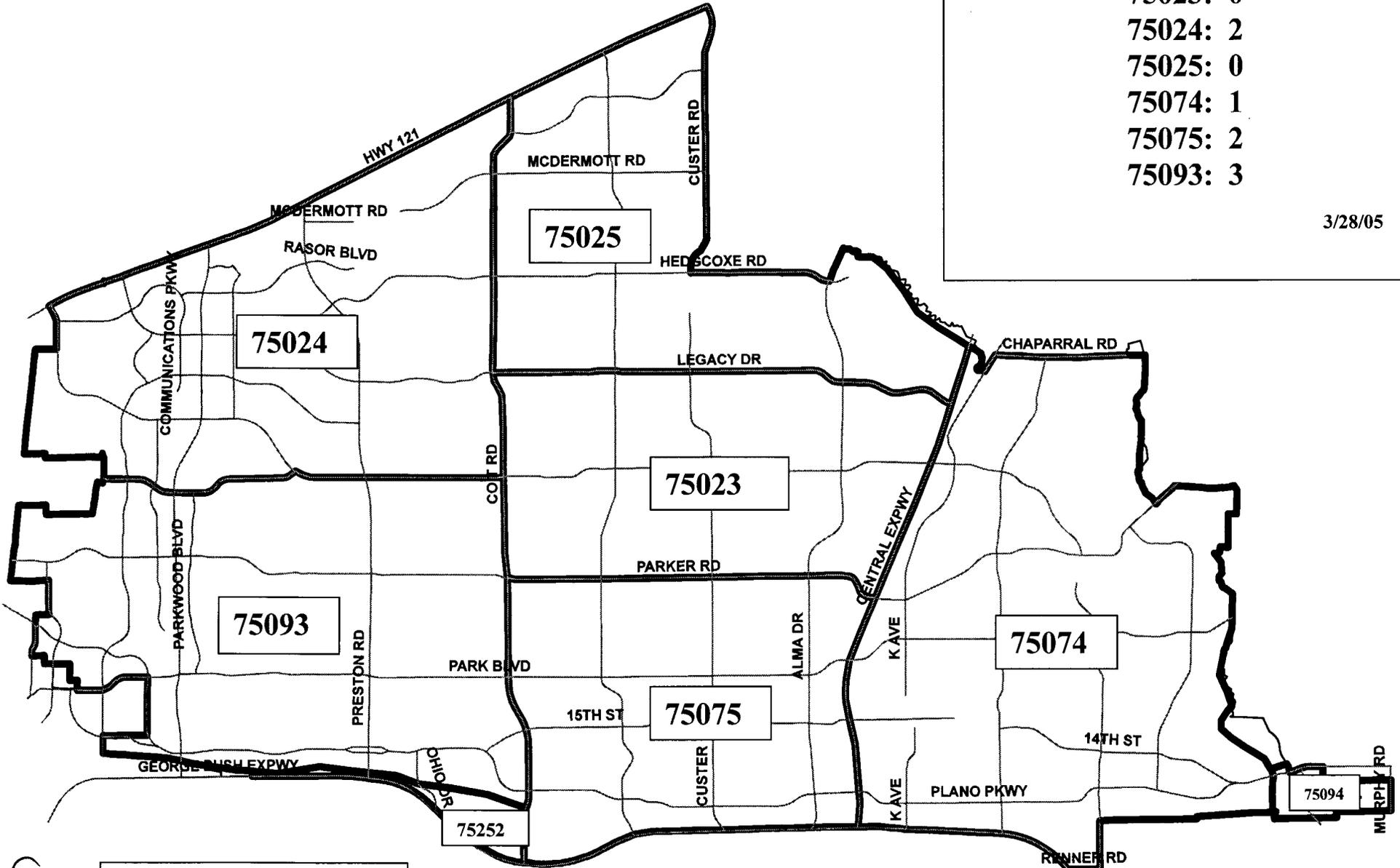


75094: Limited Residential
 75252: Non-Residential

Planning & Zoning Commission

75023: 0
75024: 2
75025: 0
75074: 1
75075: 2
75093: 3

3/28/05



75094: Limited Residential
75252: Non-Residential

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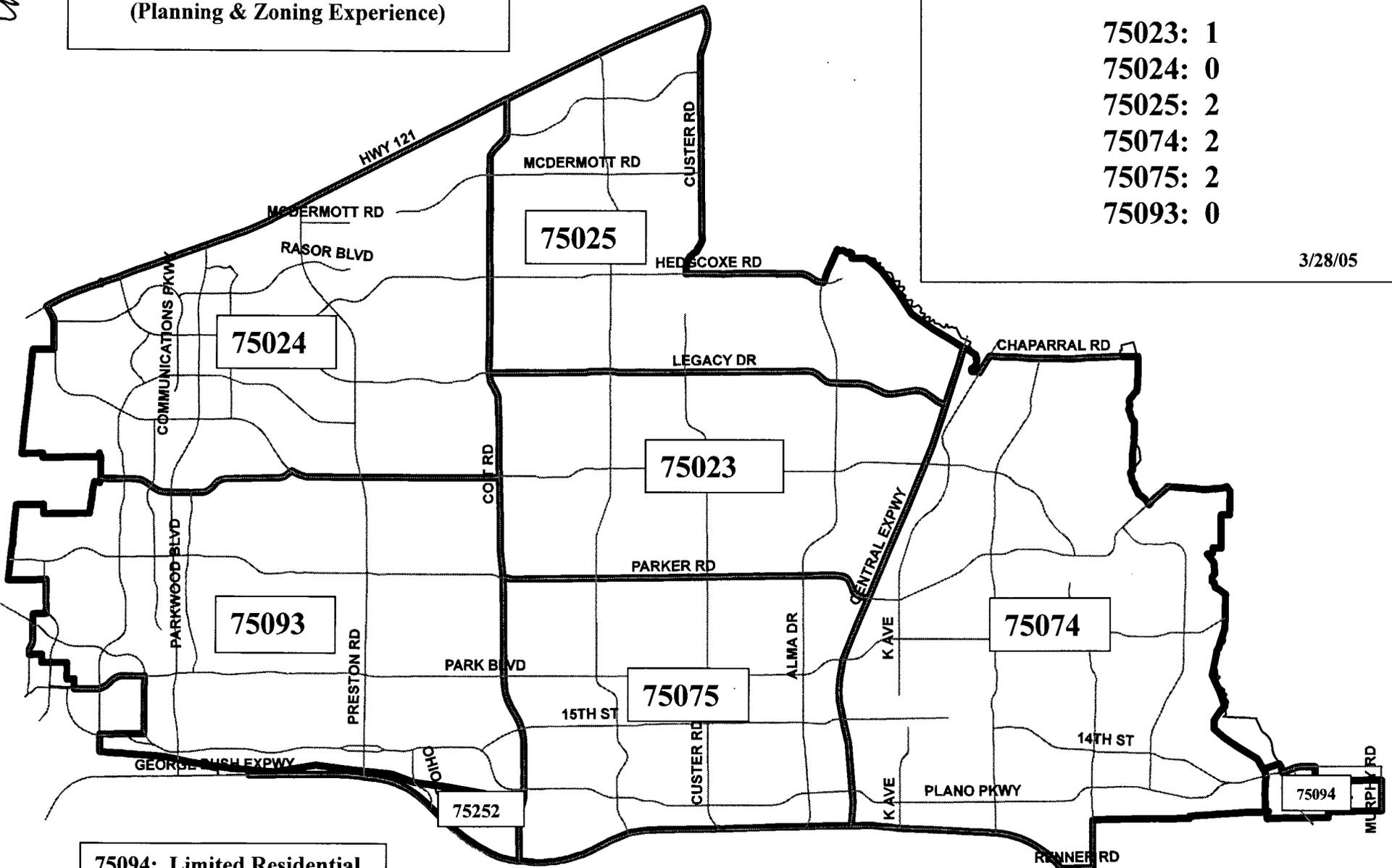
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1 Interim Vacancy – Term Expiring 10/06
(Planning & Zoning Experience)

Plano Transition & Revitalization Commission

75023: 1
 75024: 0
 75025: 2
 75074: 2
 75075: 2
 75093: 0

3/28/05

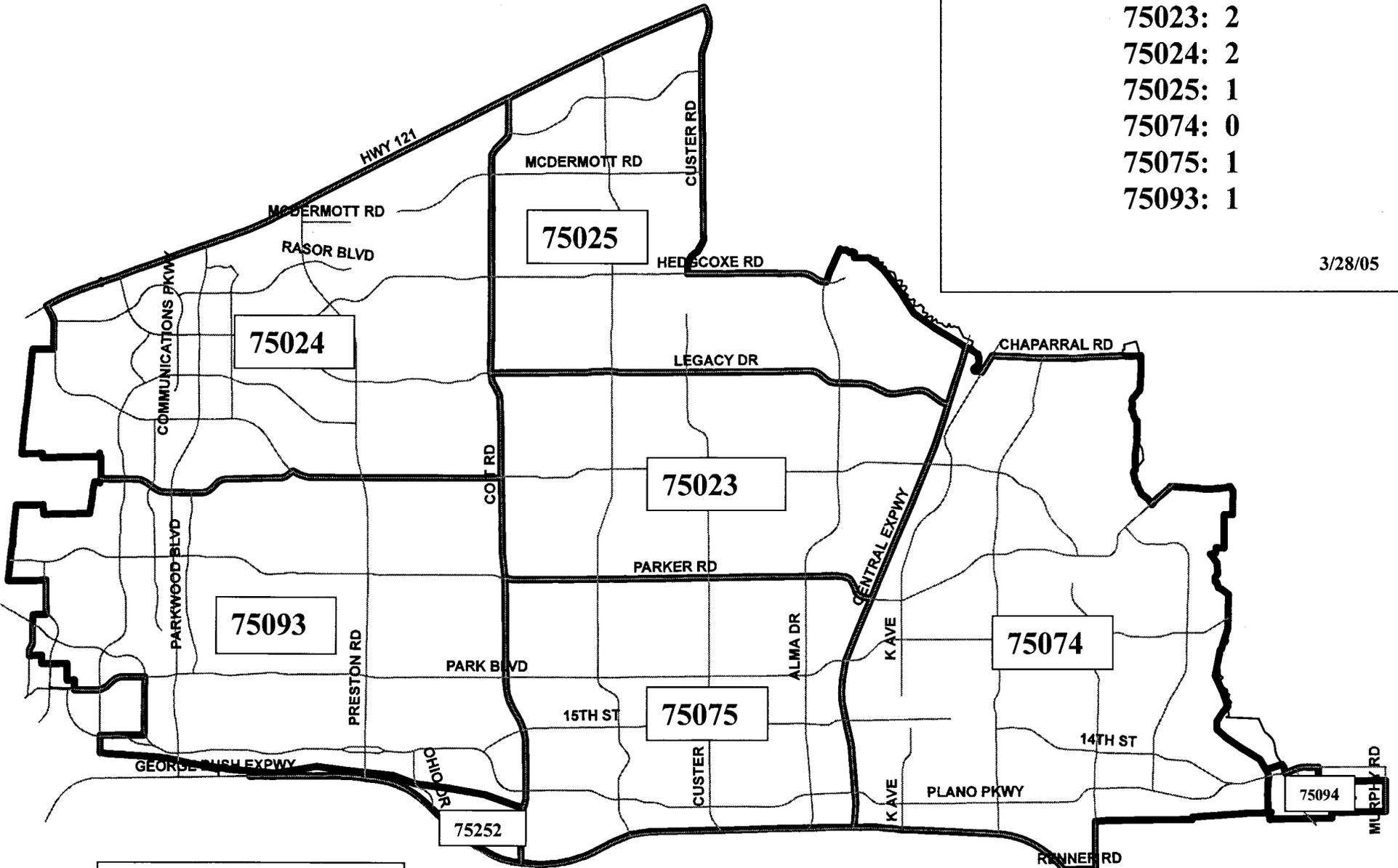


75094: Limited Residential
 75252: Non-Residential

Technology Commission

75023: 2
75024: 2
75025: 1
75074: 0
75075: 1
75093: 1

3/28/05



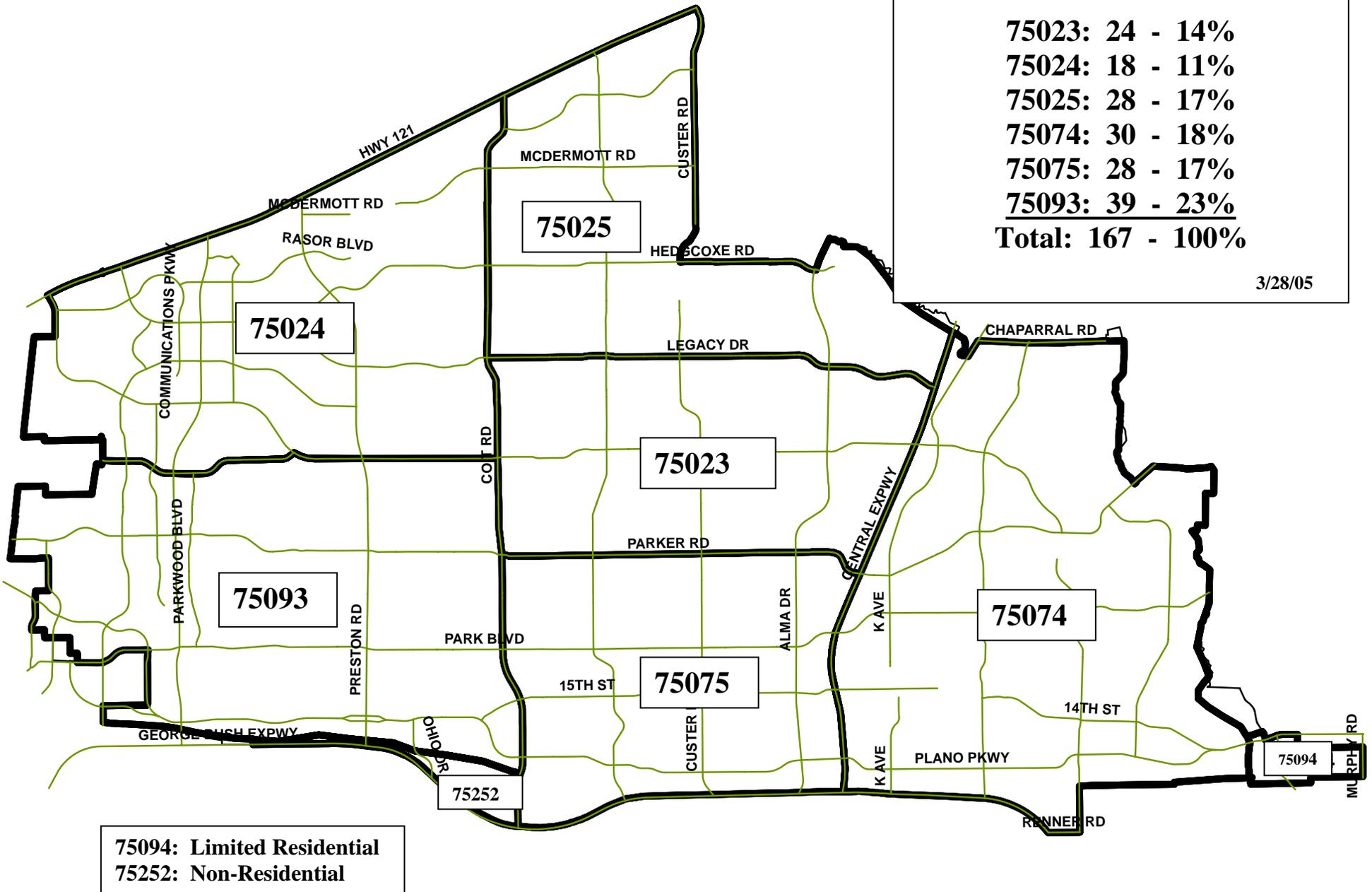
75094: Limited Residential
75252: Non-Residential

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All Boards/Commissions
 (Does not include YAC and RSP
 City Employees)

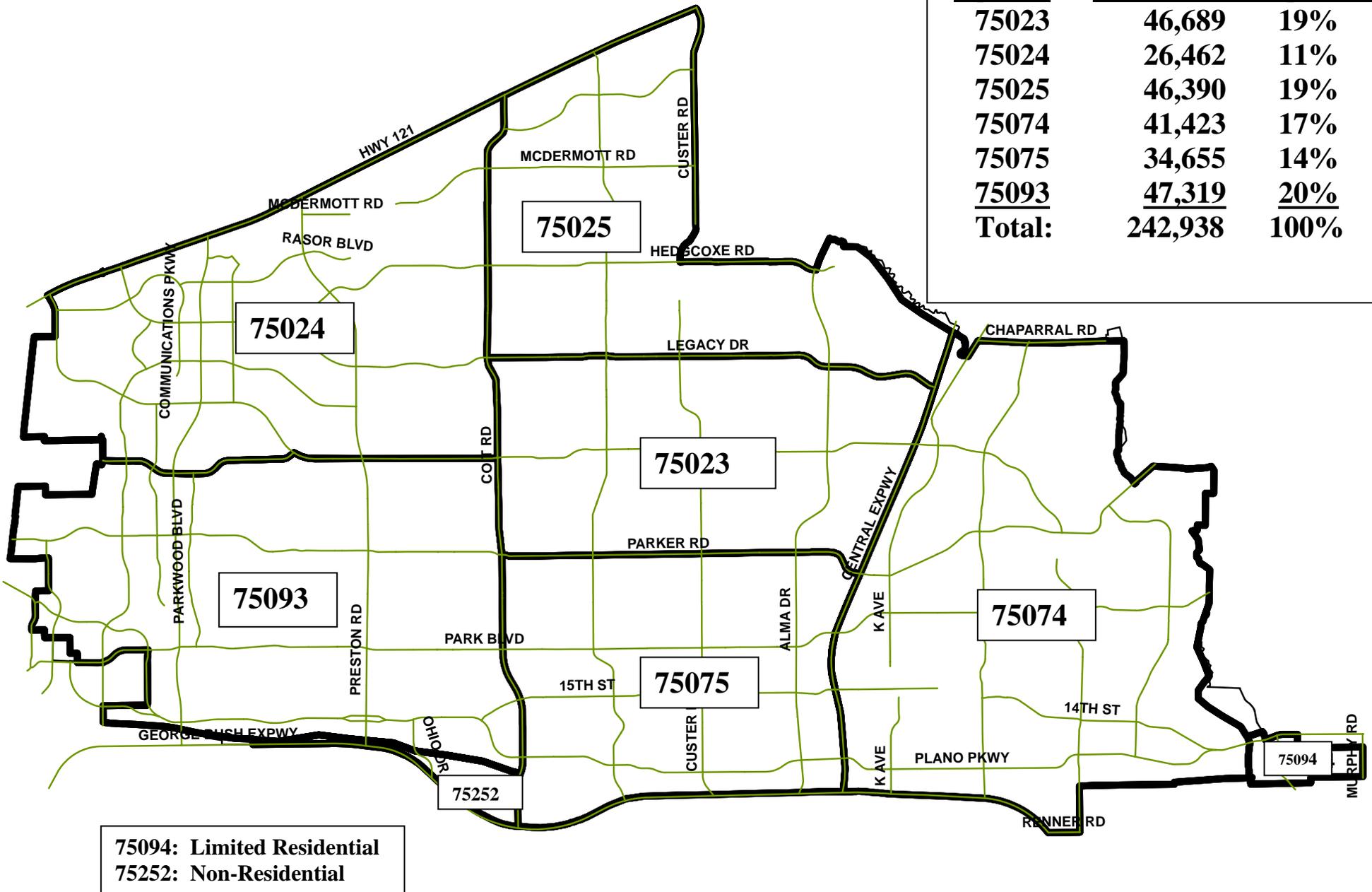
75023: 24 - 14%
75024: 18 - 11%
75025: 28 - 17%
75074: 30 - 18%
75075: 28 - 17%
75093: 39 - 23%
Total: 167 - 100%

3/28/05



City of Plano Population

<u>Zip Code</u>	<u>Estimated 2004 Population</u>	
75023	46,689	19%
75024	26,462	11%
75025	46,390	19%
75074	41,423	17%
75075	34,655	14%
<u>75093</u>	<u>47,319</u>	<u>20%</u>
Total:	242,938	100%



**ANIMAL SHELTER ADVISORY COMMITTEE
2003-2004 ANNUAL REPORT AND BRIEFING**

Committee Recommendations

The ASAC recommends continuous six month review of Standard Operating Procedures.

The ASAC recommends review and update, if necessary, of Chapter 4 of the City of Plano Code of Ordinance, as it relates to "Animal Regulations."

The ASAC recommends the Animal Services Division develop and adopt a policy for microchipping all animals placed into adoption.

The ASAC recommends that the Division should continue to evaluate and implement methods of lowering the euthanasia rate.

Committee Interaction

The FY 2003-2004 ASAC met October 21, 2003, November 4, 2003, January 7, 2004, April 7, 2004 and July 7, 2004. The next meeting is scheduled for October 7, 2004. The committee met ordinance requirements for meeting frequency.

The committee finished the 2003-2004 FY with a full member compliment which remains intact as of the date of this report.

The committee worked closely with the Environmental Health Director, both Animal Services Managers, various staff and the Legal Department to facilitate meetings and keep committee records.

The committee offered and received citizen input at each of its meetings.

Committee Activities

The ASAC met October 21, 2003 with six members present. The October meeting is ordinance required. Council liaisons were present as were representatives from the Legal Department, the Environmental Health Department and the Plano Star Courier. The primary purpose of this meeting was to introduce new and continuing committee members and orient the committee regarding relevant ordinances, ethics, and laws. A tour of the Animal Services facility was conducted followed by a business meeting.

November 4, 2003, the ASAC reviewed and approved minutes from previous meetings and heard from a citizen expressing concerns over a pet store in the city. Animal Services statistics were provided to the committee by staff and topics for future discussion were presented and proposed as potential division goals and/or objectives.



The January 7, 2004 ordinance-required ASAC meeting was convened in the Building Inspections Training Room with a quorum present. Various minutes from previous meetings were reviewed and approved and discussion ensued related to future meeting dates, election of a vice-chair (Eloisa Muzquiz) and shelter statistics. Citizens and staff present spoke regarding practices at a certain pet store in the city. The committee then proceeded to discussion on prioritization of topics for future meetings.

The required April meeting was held April 7, 2004 with a quorum present. Animal Services Administrative Manager Paula McCracken was introduced. Citizens with an ownership interest in a certain Plano pet store attended and provided comments. The January 4, 2004 committee minutes were approved and shelter statistics were provided. Ms. Rogers provided a report regarding veterinarian-assisted registrations and discussion also followed on microchipping. Chair Bolin requested ASAC goals and objectives be discussed at the next meeting. Mr. Cosby reported on methods to consider for reducing the number of unwanted pets in Plano.

The final required meeting of the 2003-2004 ASAC was held July 7, 2004 with a quorum present. Ms. McCracken proxied for Keith Clark, committee Secretary. Previous meeting minutes were reviewed and modifications suggested. The April meeting minutes will be resubmitted with changes. City of Plano Volunteer Resources Supervisor Robin Popik spoke on behalf of successes using volunteers at the shelter and the significant increase in volunteer hours occurring this year. Mr. Gussow provided Ms. Popik a number of suggestions. Microchipping discussion consumed a large portion of the committee's time with a request for a policy or procedure for microchipping being suggested by committee member Gussow. Various "new business" topics were discussed.

Committee Progress

The FY 2003-2004 ASAC reviewed and provided guidance on potentials for including veterinarians in the registration process, use of microchipping animals at the shelter and use of shelter volunteers. Significant time was devoted to providing and responding to citizen input throughout the year. Time was allowed and devoted to training committee members and developing ASAC goals and objectives.

APPROVED: _____


Roger K. Bolin, Chair

Date: _____

7/30/04

M

**CITY OF PLANO
CULTURAL AFFAIRS COMMISSION
2005 CALENDAR (APPROVED 1/10/05)**

- Jan. 10 Initial meeting. Ethics training. Finalize goals and objectives. Finalize work plan for 2005.
- Feb. 7 Regular meeting. Discuss MG Guidelines and Application. Discuss MG Evaluation Criteria.
- Mar. 7 Regular meeting. Discuss 2005-06 Small Grant (SG), Major Grant (MG), and Special Event (SE) Guidelines and Applications.
- Apr. 4 Regular meeting. Finalize SG, MG, and SE Guidelines and Applications.
- Apr. 5 SG, MG, and SE Guidelines and Applications available.
- May 3 Workshop for grants applicants.
- June 1 (Wed) SG, MG, and SE applications due by 5pm.
- June 6 Applications picked up by commissioners. Available until 7pm.
- June 7 - Aug 1 Commissioners review SG, MG, and SE applications
- June 13 Regular meeting. SG and SE presentations made to commission.
- July 16 (Sat) MG presentations made to commission.
- Aug. 1 Regular meeting. Finalize SG, MG, and SE recommendations for city council.
- Aug. 13 (Sat) Presentation on SG, MG, and SE recommendations to city council at budget work session
- Sep. 12 Regular meeting. Review mission statement and goals.
- Oct. 3 Regular meeting. Update and finalize 2006 mission statement and goals.



Statement of Purpose:

The Cultural Affairs Commission was established by the City of Plano to ensure that the arts were incorporated into the civic infrastructure for the City's residents.

Mission:

The Cultural Affairs Commission serves the public good by creating an environment which nurtures the expression of human creativity; encouraging culturally diverse community expression through arts; funding cultural groups which equalize access to the arts and serve the various segments of the City's population and fostering the recognition and appreciation of the excellence and diversity of artistic accomplishments.

Goals:

- Encourage programs and incentives that enable Plano to retain cultural groups and events
- Review and improve grant making process to minimize the financial impact upon non-profit groups that are applying
- Encourage and promote self-sufficiency among various arts groups
- Support community awareness of the arts in economically disadvantaged and underserved areas
- Encourage and support those art initiatives that enrich Plano's multicultural landscape
- Support those organizations that add to our City's educational system for lifelong learning in the arts
- Perform random grant recipient event visits to assess the artistic merit and/or administrative responsibility of funding recipients
- Develop and improve definition of Plano-based organization for grant purposes
- Review and make funding recommendations for Plano-based arts organizations annually



KEEP PLANO BEAUTIFUL

Keep Plano Beautiful is a staff operated and city council appointed commission program that empowers individuals to take responsibility for enhancing their community through litter awareness and prevention, and community beautification.

Sunset Review Committee

Accomplishments & Benefits

- Increased return on investment by 50% in one year - up to \$1.08 from \$.72 for each city budgeted dollar
- Completed the 2001-02 \$155,000 GCAA Award Project enhancing and beautifying the north I-75 Allen/Plano city limit boundary
- Continued the expansion of the Litter Awareness & Prevention Campaign Programs (Litter Laws, Illegal Dumping, & Cigarette Butts) after the initial NCTCOG grant funding of \$24,800 utilizing volunteers to promote the educational information
- Conducted over 66 educational presentations and 14 public outreach events to help inform over 65,200 Plano citizens, businesses, teachers, parents and students of KPB's message
- Encouraged over 3,300 individuals to personally get involved in making a difference and engaging in KPB volunteer activities with over 9,880 hours
- Reduced reported litter sites by 9+% which was supported by an "outstanding" low 1.25 score through the KAB Litter Index Program
- Continued community beautification efforts through the KPB Homeowners Association Grant Program, Plano Community Awards Banquet, and beginning promoting city wide "Litter-free" events - Balloon Festival and the July 4th & Christmas Parades
- Received several local, state and national recognitions

Areas of Development

- Identify and involve suitable commission members to help re-establish an "active - working" commission to further committee accomplishments, community partnerships, and awareness campaigns
- Building the sub-committee volunteer teams to engage additional individuals and help build "bench-strength" or sustainability for commission
- Increase Plano business involvement and additional funding/support with in-kind or cash contributions toward KPB educational presentations and public event activities



Keep Plano Beautiful 2004 –05 Goals & Objectives

Increase community involvement and awareness through expanded public relations

- KPB Commissioners will improve the sustainability of the Commission by coaching and mentoring recruited or appointed volunteer members towards building, increasing, and strengthening volunteer involvement and additional sub-committee members.
- Increase community participation in KPB programs by 10%
 1. KPB Education Coordinator will develop a volunteer recognition program to increase citizen participation, recognition and support towards KPB events and programs.
 2. KPB Commission will enhance media partnerships providing monthly contact, up-coming events and program information.
- Modify and provide a HOA presentation to increase the awareness and participation in the Matching Beautification Grant & Neighborhood Dumpster programs to at least 18 individual associations.

Create a more beautiful and litter free community

- KPB Commissioners will improve the sustainability of the Commission by coaching and mentoring recruited or appointed volunteer members towards building, increasing, and strengthening volunteer involvement and additional sub-committee members.
- Increase community involvement in KPB's Great American Clean-up by 10%, involving at least 2,850 registered individuals
 1. KPB Education Coordinator and Commission will work together to develop and implement a new beautification program to be recognized during the month of April as part of the GAC.
 2. KPB Education Coordinator and Commission will work together to support the 2nd annual GAC t-shirt contest.
 3. Assist KPB Education Coordinator in increasing the Adopt-a-Highway participation with six (6) new groups or adopted roadways.
 4. Continue to promote litter education, prevention, and school clean-ups with providing KPB educational presentations to interested schools, non-profit and children groups.

Create business and financial support for KPB

- KPB Commissioners will improve the sustainability of the Commission by coaching and mentoring recruited or appointed volunteer members towards building, increasing, and strengthening volunteer involvement and additional sub-committee members.
- KPB Commission will solicit business cash or gift card donations or "in-kind" products or services to help expand local corporate sponsorship toward KPB programs with event support (supply, incentives, give-a-ways and door prizes).
 1. Secure additional \$2,500 in "cash contributions" to provide for GAC entertainment increase costs (Radio Disney).
 2. Secure local sponsorship to create at least four 4X8 vinyl banners to help promote GAC sponsors and selected litter-free events.



GENERAL INFORMATION

Litter and illegal dumping harm Plano's environment, cause injury to wildlife, increase citizens' taxes, decrease community pride and respect, and threaten human health. It is important to learn about these problems, because *people create them and people can prevent them*. It is also important to know that littering and illegal dumping aren't just unsightly, unhealthy, and wasteful - they are also illegal.

REMEMBER: PLANO'S BEAUTY IS PLANO'S DUTY.

Littering results from an intentional action (such as throwing trash out the car window) or an unintentional action (such as failing to secure trash can lids tightly), and consists of the improper disposal of trash, garbage, or recyclable items.

Common sources of litter:

- * Pedestrians
- * Uncovered home trash cans
- * Motorists
- * Uncovered pickup trucks
- * Uncovered business dumpsters or trash cans
- * Construction sites
- * Loading docks

Commonly littered items:

Cigarette butts (as well as partially smoked cigarettes, matches, disposable lighters, and plastic packaging), aluminum and tin cans, fast-food wrappers, all food items (including apple cores, banana peels, etc.), candy wrappers, school papers, plastic and Styrofoam cups, newspapers, and six-pack rings.

Common littering violations:

Throwing cigarettes, candy wrappers, or beverage containers from your vehicle; discarding ANY item along the sidewalk or roadway, or in a park, or creek; allowing items to fall outside of the truck bed; or even allowing trash or garbage to accumulate around residential or commercial property.



The information can be mailed, faxed, left by voice mail, or e-mail a message to TXDOT (Texas Department of Transportation). The litterer will receive a letter, saying he or she has been "spotted" littering, along with a Don't Mess With Texas litterbag.

Write: TXDOT - TRV, P.O. Box 149248,

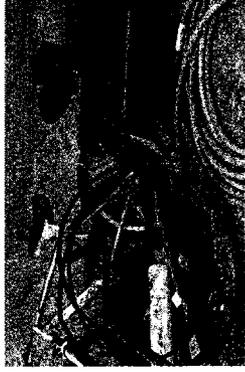
Austin, TX 78714

FAX: 512-486-5909

Call: 1-888-TX-6666

E-mail: www.dontmesswithtexas.org
(select the feedback option)

(No database is kept on the person reporting the littering incident.)



Illegal dumping results from an intentional act of improperly disposing trash, garbage, recyclables, or unusable items in unpermitted areas (either private or public).

Commonly dumped items:

Appliances, abandoned cars and car parts, scrap tires, shopping carts, furniture items, bikes, construction and demolition waste, yard waste, general household trash, and hazardous waste materials (like oil, antifreeze, and pesticides) - to name just a few!

Common illegal dumping violations:

Discarding or placing any household or commercial trash, garbage, and unwanted items or debris in a vacant lot, along a road, into a ditch, behind a shopping center, into a commercial trash container, or into a body of

water (creek, river, or lake). It is also illegal for property owners to let anyone dump garbage on their property, and the owners may have to pay for getting it cleaned up! In addition, disposing of unwanted items into someone else's dumpster without permission carries the same penalty as illegally dumping the same amount of solid waste in a vacant lot, and violators can be prosecuted!

To prevent illegal dumping:

- * Plano has monthly pickups of large items free of charge; go to www.planosolidwaste.com for the monthly collection date in your area.
- * To schedule a Special Paid Collection or a Household Hazardous Waste Collection, call 972-769-4150.
- * Donate usable items to your favorite local charity.

Plano residents are entitled to two free monthly disposals at one of the three transfer stations. Hours are Monday through Saturday, 8:00 a.m. to 4:30 p.m. A utility bill and driver's license are required. (For further information, call 972-769-4150.)

- * Plano Transfer Station
Plano Parkway just west of Coit Road
- * Custer Transfer Station
Custer Road & Ridgeway Drive
- * Lookout Transfer Station
Lookout Road & Plano Road

LITTERING AND ILLEGAL DUMPING ARE BOTH SERIOUS CRIMES IN TEXAS AND CAN RESULT IN LARGE FINES AND/OR TIME IN JAIL OR PRISON
(these can range from \$500 to \$100,000 and from 6 months in jail to 5 years in prison). For a complete listing of laws and fines, go to : <http://www.telea.org> and click on "Laws".

Handwritten signature or initials.

What to do if you see illegal dumping activities:

Report it to the authorities!

Do not approach the offender – keep a safe distance – but note the following:

- * Date and time of violation
- * Location (city and county) and specific street location
- * Vehicle make and description
- * License plate number
- * Description of violator, i.e. the driver or passenger
- * Type of waste littered or dumped

If it is convenient to report this information *as it is happening*, contact the Plano Police Department at 972-941-7900.

Or, you can report illegal dumping to the North Central Texas Illegal Dumping Hotline at 1-888-335-DUMP, or submit a form on their website with the above information at: <http://www.dfwinfo.com/envir/sw/SID/report/>

LITTER AND ILLEGAL DUMPING ARE:

Ugly – Littered property indicates a lack of neighborhood and community pride and increases the likelihood of property damage and crime which can impact resale values. A littered city can also impact economic development by discouraging new businesses and tourism.

Expensive - When a worker cleans up litter and illegal dumpsites, the costs are significant (cleanups cost the City of Plano nine times more than collecting trash weekly from bins); these costs may be passed along to residents in the form of higher service fees or property taxes. Tax dollars spent to clean up litter or illegally dumped materials cannot be used for the City's other needs.

Illegal - Littering and illegal dumping are crimes!

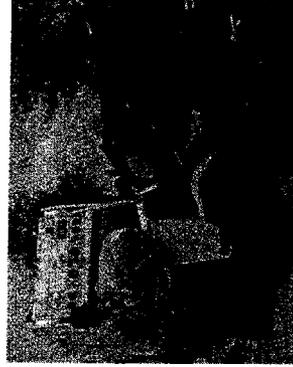
ILLEGAL DUMPING IS ALSO:

Dangerous - Injuries can occur from broken glass, protruding nails, sharp edges, exposed metal, or other dangerous materials, as well as poisonous snakes and infected rodents.

Unhealthy - Rats, snakes, and other pests can live in garbage and spread disease, rotting food attracts flies which carry germs that can make people sick. Harmful chemicals and other materials that are dumped will impact the City's storm water management system by contaminating the water in our wells and surface water (used as sources of our drinking water). Lead from lead-acid batteries is a strong poison. Too much lead in the body can damage the brain and nervous system, blood, kidneys, the digestive system, and the reproductive system. Severe illnesses have been attributed to disease-carrying mosquitoes originating from dumpsites which house places for stagnant water to accumulate.

PUBLIC AWARENESS FACT:

Lead-acid batteries must be disposed of through a battery dealer or an approved collection or recycling center. Sellers of new automotive batteries are **REQUIRED** to accept old ones.



LITTERING AND ILLEGAL DUMPING

FACTS, LAWS AND FINES, AND HOW TO REPORT OFFENDERS



KEEP PLANO BEAUTIFUL

City of Plano
P. O. Box 860358
Plano, Texas 75086
4200 W. Plano Parkway
Plano, Texas 75093
(Phone) 972-769-4130 (Fax) 972-769-4219

Looking For A Way To Support Keep Plano Beautiful (KPBB)

On A Regular Basis?

Join our Adopt-A-Highway program! Adoptees agree to pick up litter a minimum of once per quarter along a one-mile stretch of road. Two signs recognize the adoptees' site for a nominal fee. For more information, call 972-769-4216, or visit the KPBB website at www.keepplanobeautiful.org.

THANKS TO:
Texas Commission on Environmental Quality

John Ockels, Ph.D., Regional Criminal Justice Coordinator, Texoma Council of Governments

Take it personally!

Brochure prepared in cooperation with the North Central Texas Council of Governments, through grant funds from the Texas Commission on Environmental Quality.

**IF YOU SEE SOMEONE
LITTERING FROM
A VEHICLE, ***

FINES CAN RANGE
FROM \$500 TO
\$100,000,
6 MONTHS IN JAIL
TO 5 YEARS IN PRISON.

note and report the following:

Date: _____ Time: _____
City and County: _____
Specific street location: _____
Vehicle make and description: _____
License plate number: _____
Description of violator (i.e., the driver or passenger): _____
Type of waste littered: _____

REPORT TO TXDOT's "Gotcha" program
(Texas Department of Transportation) BY:

E-mail: www.dontmesswithtexas.org
(select the feedback option)
FAX: 512-486-5909
Mail: TXDOT TRV, P.O. Box 149248,
Austin, TX 78714

The litterer will receive a letter saying he/she has been "spotted" Littering, along with a "Don't Mess With Texas" litterbag. (No database is kept on the person reporting the littering incident.)

* Commonly littered items include cigarette butts (as well as partially smoked cigarettes, matches, disposable lighters, and plastic packaging), aluminum and tin cans, fast-food wrappers, all food items (including apple cores, banana peels, etc.), candy wrappers, school papers, plastic and Styrofoam cups, newspapers, and six-pack rings.



**KEEP PLANO
BEAUTIFUL**

**WHAT SHOULD YOU
DO IF YOU SEE
ILLEGAL DUMPING
ACTIVITIES? ***

FINES CAN RANGE
FROM \$500 TO
\$100,000,
6 MONTHS IN JAIL
TO 5 YEARS IN PRISON.

REPORT IT TO THE AUTHORITIES!

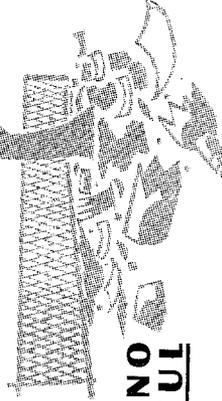
Do not approach the offender - keep a safe distance, but note the following:

Date: _____ Time: _____
City and County: _____
Specific street location: _____
Vehicle make and description: _____
License plate number: _____
Description of violator (i.e., the driver or passenger): _____
Type of waste littered or dumped: _____

If it is convenient to report this information **AS IT IS HAPPENING**, contact the PLANO POLICE DEPARTMENT at 972-941-7900.

You can also report illegal dumping to the North Central Texas Illegal Dumping Hotline at 1-888-335-DUMP, or complete and submit a form on their website with the above information to: <http://www.dfwinfo.com/envir/sw/SID/report/>

* Illegal dumping results from an **INTENTIONAL** act of improperly disposing trash, garbage, recyclables, or unusable items (such as appliances, scrap tires, shopping carts, furniture items, bikes, yard waste, hazardous waste materials like oil, antifreeze, and pesticides, etc.) in unpermitted areas (either private or public).



**KEEP PLANO
BEAUTIFUL**

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**City of Plano
Parks and Recreation Planning Board
Major Projects and Activities**

April 2004 – March 2005

Parks and Recreation CIP for FY 2004-05

Park Bond Referendum Projects

Facility Fees

- Liberty Recreation Center
- Pecan Hollow Golf Course
- Amphitheater

Tom Muehlenbeck Center Naming and Design

Oak Point Park and Nature Preserve Master Plan

Chapter 26 Hearings

Future

Parks and Recreation CIP for FY 2005-06

Tom Muehlenbeck Center Design

Oak Point Park and Nature Preserve Design

- Naming plan for facilities within the park

Chapter 26 Hearings

Park Master Plan Update

Equestrian Facility Study

Memorial Park Design

mg

MEMORANDUM

DATE: March 24, 2005

TO: Sunset Review Committee

FROM: Michael Coleman, Chair
Public Art Committee

RE: Update on Developments

The Public Art Committee's mission is "the celebration of public spaces through the development and implementation of visual art projects and programs, which enrich the cultural experience of the citizens of Plano."

In June 2004, our committee was proud to be a part of the creation of the Douglass Community Center mural. Working with the leaders and neighbors of the Douglass Community, Professor Rex Reece and his class of 17 student artists complete the mural as a class assignment in five weeks. The final work, entitled "The Journey", is a timeline capturing the Center's past, celebrating the present, and foretelling the future.

In October 2004, the first public art project was installed in the newly renovated Haggard Park. The community process for the selection of a kinetic sculpture by artist David Hickman was a success. The history of the park, Plano's roots in agriculture, the train and families are all represented in the sculpture entitled, "Through the Park".

An RFQ for artists' submissions on the Tom Muehlenbeck Center are underway. The artist will be selected by June to work with the design team to incorporate art into the facility.

Currently, the Percent for Art Ordinance is under revision and the Committee is anticipating a positive commitment to our Public Art Program.



ELIGIBILITY:

THE PROJECT IS OPEN TO ALL ARTISTS, AGE 18 AND OVER, REGARDLESS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, GENDER, AGE, MILITARY STATUS, SEXUAL ORIENTATION, MARITAL STATUS, OR PHYSICAL OR MENTAL DISABILITY. ARTIST TEAMS ARE ELIGIBLE TO APPLY, INCLUDING TEAMS OF ARTISTS FROM MULTIPLE DISCIPLINES. CITY OF PLANO EMPLOYEES, AS WELL AS, SELECTION PANELISTS AND THEIR IMMEDIATE FAMILY MEMBERS ARE EXCLUDED FROM PARTICIPATION ON THIS PROJECT.

TIMELINE:

MARCH 22, 2005 SUBMISSIONS MUST BE POSTMARKED OR RECEIVED BY THE CITY OF PLANO, PUBLIC ART COMMITTEE NO LATER THAN 5:00 P.M.

LATE APRIL, 2005 NOTIFICATION OF FINALISTS

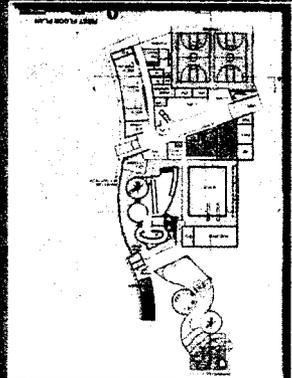
MAY, 2005 FINALIST INTERVIEWS AND SELECTION OF RECOMMENDED ARTIST(S)

JUNE, 2005 PROJECT AWARDED

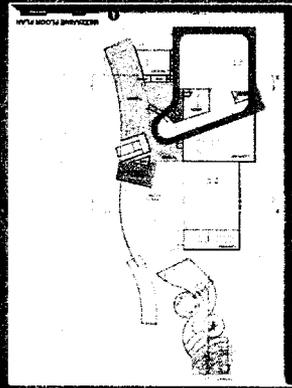
THE FINAL RECOMMENDATION OF THE SELECTION PANEL WILL BE REVIEWED BY THE PUBLIC ART COMMITTEE PRIOR TO THE AWARD OF THE CONTRACT. THE COMMITTEE RESERVES THE RIGHT TO CHANGE THE PROJECT TIMELINE.

BUDGET:

THE TOTAL BUDGET FOR THE PROJECT IS \$100,000. THE BUDGET INCLUDES ALL COSTS ASSOCIATED WITH THE PROJECT INCLUDING BUT NOT LIMITED TO: ARTIST'S DESIGN FEE, TRAVEL, MATERIALS, FABRICATION COSTS, TRANSPORTATION AND INSTALLATION OF THE WORK.



FIRST FLOOR



SECOND FLOOR

CALL TO ARTISTS

FOR SUBMISSION TO THE

CITY OF PLANO'S

TOM MUEHLENBECK CENTER



BIRD'S-EYE VIEW 1



BIRD'S-EYE VIEW 2



ELEVATION 1

OVERVIEW

The Thomas Muetlenbeck Recreation Center will be an exciting new facility for the community. The center will include a large multi-level building with a variety of spaces for community events, a fitness area, a game room, a conference room, a lobby, and outdoor trails. The center will be a landmark building in the community and will provide a variety of opportunities for community involvement.

The total budget for the project is \$10,000,000. The Thomas Muetlenbeck Recreation Center will be an \$8,000,000 project and will include a large multi-level building with a variety of spaces for community events, a fitness area, a game room, a conference room, a lobby, and outdoor trails. The center will be a landmark building in the community and will provide a variety of opportunities for community involvement.

The Thomas Muetlenbeck Recreation Center will be an \$8,000,000 project and will include a large multi-level building with a variety of spaces for community events, a fitness area, a game room, a conference room, a lobby, and outdoor trails. The center will be a landmark building in the community and will provide a variety of opportunities for community involvement.

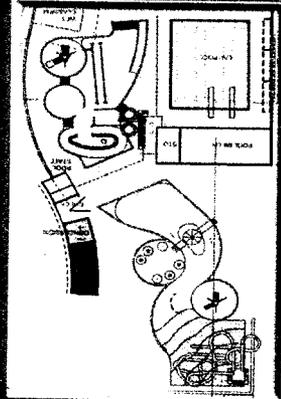
THIS ARTWORK(S) SHOULD:

- Create excitement and interest for the community.

The artists' willingness to learn about the community and have a dialogue with interested community members from whom to apply the concepts is integral toward developing the work. The artwork must be durable, low maintenance and appropriate to the location. The artist(s) should take into consideration the high amount of pedestrian traffic within the center, light (both natural and electric) and temperature control when designing the work. Artist(s) should be versatile and capable of working in more than one media. A wide variety of forms for the artwork will also be considered, including functional elements such as seating; artwork integrated into the existing architecture of the building; murals; freestanding sculpture and photography, among others.



SITE PLAN



AQUATICS PLAN

How To Apply

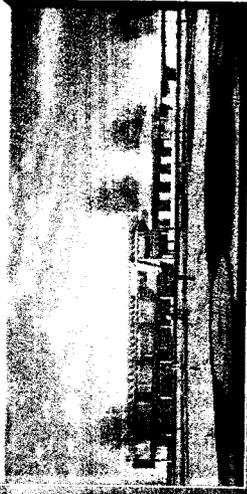
1. Obtain a copy of the Request for Proposals (RFP) from the City of Plano, Texas, at the following address: City of Plano, Texas, 1000 Preston Road, Suite 1000, Plano, Texas 75094.
2. Complete the RFP and submit it to the City of Plano, Texas, at the following address: City of Plano, Texas, 1000 Preston Road, Suite 1000, Plano, Texas 75094.
3. Fifteen copies of the RFP must be submitted. The RFP must be submitted in a sealed envelope with the following information: Name of artist, address, telephone number, and a self-addressed stamped envelope. The RFP must be submitted by the deadline of 5:00 PM on the date specified in the RFP.
4. Annotated slide list. The slide list must include the title, date, medium, size, and a brief description of each slide stating its title, date, medium, size, and a brief description of each slide. The slide list must be submitted with the RFP.
5. References. A list of at least three professional references who can attest to the artist's knowledge of their work and working methods. The artist must include the name, address, and telephone number of each reference.
6. SASE. A self-addressed stamped envelope must be included for the return of the RFP. The RFP must be submitted in a sealed envelope with the following information: Name of artist, address, telephone number, and a self-addressed stamped envelope. The RFP must be submitted by the deadline of 5:00 PM on the date specified in the RFP.
7. Optional. The artist may include up to three selections of photographs, reviews, news articles and other related information.

Artists interested in making proposals should contact the City of Plano, Texas, at the following address: City of Plano, Texas, 1000 Preston Road, Suite 1000, Plano, Texas 75094.

Public Art Committee
 c/o Sabrina Hamilton
 City of Plano, P.O. Box 860358
 Plano, TX 75088-0358
 Questions: Contact Sabrina Hamilton,
 Public Art Coordinator
 Phone: 272.241.5201
 E-mail: SABRINA@PLANO.COV

WWW.PLANOCOURTYARDTHEATER.COM/PUBLIC.ART.HTML

ELEVATION 2



SELECTION PROCESS

An artist selection panel consisting of at least two community members, two representatives of the Public Art Committee, two art professionals, a representative from the architectural firm and two staff members from the Parks & Recreation Department will review all artist submissions and select artists to be interviewed for the commission. The artists' previous work will be reviewed based on the integrity of the art, imaginative use of media, durability and environmental relevancy. Their experience in other public art projects will also be a consideration. The finalists will then be asked to develop a conceptual approach for artwork at the site and to make a presentation of their proposal. The finalists will be compensated \$500 for their participation in this stage of the selection process.

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Senior Citizen Advisory Board – Sunset Review Meeting March 24, 2005

GOALS:

- Conduct survey to gather points of interest by Senior Citizens
- Analyze and prioritize survey results
- Begin workshops to determine plans for deliverables
- Solicit input from Seniors on deliverables and plans

UPDATES:

- Began monthly Board meetings
- Designed survey forms
- Printed (2500) and distribute survey forms throughout Plano
- Collect surveys returned for review at 4/7/2005 Board meeting

CONCERNS:

- Need to determine, and possibly limit the scope of deliverables
- Need to be realistic about feasibility of deliverables
- Exposure of effort and retain enthusiasm by Board

Senior Citizens Survey



The **Plano Senior Citizens Advisory Board** needs your help to identify issues relating to the needs of senior citizens living in Plano. *A prompt reply would be greatly appreciated.*

Do you feel that the City of Plano is addressing affordable housing for senior citizens? Yes No

Please check the top five **needs/concerns** for senior citizens.

- | | |
|--|--|
| <input type="checkbox"/> Access to Medical Care | <input type="checkbox"/> Estate Planning |
| <input type="checkbox"/> Affordable House Repairs | <input type="checkbox"/> Meals |
| <input type="checkbox"/> Affordable Legal Assistance | <input type="checkbox"/> Safety and Security |
| <input type="checkbox"/> Affordable Medicine | <input type="checkbox"/> Senior Citizen Activities |
| <input type="checkbox"/> Employment | <input type="checkbox"/> Transportation |

Other needs/concerns: _____

Please return this survey by **mail** or drop it off at the **Plano Senior Center**, 401 West 16th Street.

The **Senior Citizens Advisory Board** meets the first Thursday of every month at 6:30 p.m., at the Plano Senior Center and the public is invited to attend. For more information on the **Board**, visit www.plano.gov under City Government then Boards and Commissions. Thank you for participating in this survey.

FM653-044 REV 3/05

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TRANSITION AND REVITALIZATION COMMISSION

WORK PROGRAM 2004-05

This work program is intended to provide a list of major activities that the Transition and Revitalization Commission (TRC) will undertake for Fiscal Year 2004-05. The completion dates are preliminary and subject to change as they will involve certain actions outside the control of TRC or the Planning staff.

- 1. Urban Design Element Update** **May 2005**
 - Approve final draft
 - Prepare graphics
 - Brief P&Z
 - Hold outreach meetings
 - Complete adoption process
 - Publish final document

- 2. Rental Inspection Pilot Program** **June 2005**
 - Receive overview of original program
 - Offer input on efforts to initiate implementation

- 3. Plano at Maturity Implementation** **June 2005**
 - Review primary recommendations with depts.
 - Determine status
 - Develop process for addressing outstanding items
 - Report to City Council

- 4. Urban Centers – Future Role in Plano** **September 2005**
 - Review Urban Design update
 - Research urban centers and their role in maturing suburbs
 - Identify components of successful urban centers
 - Apply those elements to a particular location in Plano
 - Report to P&Z and City Council

Revised 3.24.05





Transportation Advisory Committee GOALS AND ACCOMPLISHMENTS

March 23, 2005

YEAR 2004:

ACCOMPLISHMENTS

- Forwarded proposed Safe Streets Program (SSP) revisions to City Council for consideration
- Discussed, held public meetings, and developed strategies for a "Share the Road" program.
- Increased the number of public discussions on citywide transportation issues.
- Fostered the redesign of the Transportation Division web site. Included links to Public Safety, TxDOT, NCTCOG, etc

YEAR 2005:

GOALS

- Increase TAC knowledge about citywide road projects
- Increase TAC effectiveness in framing discussions about long and short term transportation issues.
- Foster development of innovative transportation solutions.
- Foster the design, and publish educational brochure on the "Share the Road" program
- Continue working on "Plano in the 21st Century" long range recommendations
- Increase the number of guest speakers from other departments and cities
- Foster increased presence of the TAC city council liaison person at scheduled committee meetings

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Transportation Advisory Committee
GOALS AND ACCOMPLISHMENTS
February 19, 2003

YEAR 2002

ACCOMPLISHMENTS

- I. **INCREASED CLARITY OF TAC RESPONSIBILITIES**
Goal: Discuss and clarify for new members
Accomplishment: Provided orientation to new TAC members
- II. **INCREASED DISCUSSION ON CITYWIDE TRANSPORTATION ISSUES**
Goal: Staff will bring increased information to TAC on citywide transportation projects, policies, and roadway management
Accomplishment: Discussions aided in guiding Alley Speed Bump Program revisions, restricted parking zone applications, and long range transportation planning efforts.
- III. **INCREASED GUEST SPEAKERS FROM OTHER CITY DEPARTMENTS AND SURROUNDING AREA AGENCIES**
Goal: Continuing last years activities, the TAC will have opportunities to hear what other agencies and leaders are doing to foster neighborhood and regional transportation mobility and safety
Accomplishment: DART staff provided presentation on Light Rail operations

YEAR 2003:

GOALS

- I. **EDUCATION:**
Distribute available education/informational materials at public facilities, to interested parties, and at promotional events.
- II. **GREATER USE OF PLANO WEB SITE:**
Revise the Transportation Division Web Site for improved accessibility and content.
- III. **GREATER USAGE OF "PLANO IN THE 21st CENTURY DOCUMENT:**
Foster Long Range recommendations
- IV. **GREATER INVOLVEMENT IN CITYWIDE ISSUES:**
Foster TAC understanding and influence on transportation issues impacting the City of Plano.

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Transportation Advisory Committee
GOALS AND ACCOMPLISHMENTS
January 11 2002

YEAR 2001:

- I. **EDUCATION:**
Completed design and publication of educational brochures, Safe Streets Program Manual, and public event promotional items.
- II. **GREATER USE OF PLANO WEB SITE:**
Working with designer to revise Transportation Division web site. Will include links to Public Safety, TxDOT, NCTCOG, and surrounding cities
- III. **GREATER USAGE OF "PLANO IN THE 21st CENTURY DOCUMENT:**
Short and Mid-term recommendations completed. Working on Long Range recommendations
- IV. **GREATER INVOLVEMENT IN CITYWIDE ISSUES:**
Involved TAC in discussions on speed limits, school zone safety, grade separation proposals, senior transportation services, light rail development

YEAR 2002

GOALS:

- I. **INCREASED CLARITY OF TAC RESPONSIBILITIES**
Discuss and clarify for new members
- II. **INCREASED DISCUSSION ON CITYWIDE TRANSPORTATION ISSUES**
Staff will bring increased information to TAC on citywide transportation projects, policies, and roadway management
- III. **INCREASED GUEST SPEAKERS FROM OTHER CITY DEPARTMENTS AND SURROUNDING AREA AGENCIES**
Continuing last years activities, the TAC will have opportunities to hear what other agencies and leaders are doing to foster neighborhood and regional transportation mobility and safety

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	4/11/05	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>JW</i>	<i>7/11/05</i>
Agenda Coordinator (include phone #): Sharon Wright ext. 7107				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Proclamation: National Volunteer Month				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	4/11/05	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>	
Agenda Coordinator (include phone #): Sharon Wright ext. 7107				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Proclamation: National Library Week				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	4/11/05		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>JMue</i> 4/5/05	
Agenda Coordinator (include phone #): Sharon Wright ext. 7107				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Presentation: BOAT Award to Building Inspections Department				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	4/11/05		Reviewed by Legal	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck		Executive Director	
Dept Signature:			City Manager	
Agenda Coordinator (include phone #):		Sharon Wright ext. 7107		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Presentation: To Habitat for Humanity from Building Inspections Department				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
March 28, 2005**

COUNCIL MEMBERS

Pat Evans, Mayor
Shep Stahel, Mayor Pro Tem
Ken Lambert, Deputy Mayor Pro Tem
Scott Johnson
Phil Dyer
Sally Magnuson
Steve Stovall
Jean Callison

STAFF

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

Mayor Evans called the meeting to order at 5:03 p.m., Monday, March 28, 2005, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Member Stovall who was present for the Preliminary Meeting. Mayor Evans then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071 for which a certified agenda is not required.

Mayor Evans reconvened the meeting back into the Preliminary Open Meeting at 5:33 p.m. in the Council Chambers for which the following matters were discussed:

Consideration and Action Resulting From Executive Session Discussion

No items were brought forward.

DART Status Report

DART Board Representative Pope spoke to inclusion of the southeast and northwest corridor for rail service being included through the reauthorization house bill to authorize application for a full-funding grant agreement with the Federal Transit Administration, and to a house bill regarding the potential for a regional mobility authority.

Mr. Pope said that while not likely to come to pass, if put into place, this could open the door for DART to turn over operations to this type of an authority. He responded to the Council that options are still being studied as to what alignment to take for an east/west rail transit from Dallas to the DFW Airport.

Mobility Report

Traffic Engineering Manager Neal spoke to the opening of the McDermott Road extension from Loomis Drive to Preston Road, working with shops at the Bishop Road area south of Legacy Drive regarding speeding vehicles and construction of a traffic management device, completion of the speed limit raising to 40 mph, and spoke to investments in the community when working with revisions to the Safe Street Program. He responded to the Council that reviews are being made to implement speed limits prior to the opening of Premier Drive and further responded that he would look into a crossing button at the intersection of Coit and Parker Roads. Council Member Johnson complemented Staff regarding traffic signal timing improvements at Windhaven Drive and Spring Creek Parkway. Mr. Neal stated that the City is going through the second wave of software deployment for signal controllers.

Convention and Visitors Bureau Branding Presentation

Convention and Visitors Bureau Director Thompson spoke to the City of Plano Branding Project and to the choice of North Star Destination Strategies to handle the project.

Don McEachern, President, North Star Destination Strategies spoke to evaluation research performed which included looking at the competition, talking to community stakeholders, determining visitor perceptions, and compilation of this information to identify a strategic recommendation. He presented the recommended marketing logo to be used for the City and accompanying informational type products.

Mr. Thompson responded to Deputy Mayor Pro Tem Lambert that the purpose of the branding project is for the convention and visitors bureau to seek out and attract market segments to do business in the City. He spoke to using these recommendations in ad placements and in updating existing material so that it will all match. Members of Council spoke to moving forward with the program.

Development of Regional Water Conservation Plan

Director of Public Works Foster spoke to the development of the regional water conservation plan and to participation by the member cities in the development of the plan with the North Texas Municipal Water District (NTMWD) and spoke to Council endorsement of the Plan model. He stated that much of this has already been implemented by the City. He spoke to growth in Collin County and stated that the NTMWD serves four counties.

Mr. Foster spoke to needing other water resources, obtaining new permits, and meeting conservation requirements. He spoke to conservation plan criteria and strategies, endorsement of the cities, and approving the Plan by either resolution or ordinance. Mr. Foster spoke to water usage reduction goals in the years ahead, per capita water consumption, and asked that the Council endorse this model to be followed by Staff implementation. Mayor Pro Tem Stahel thanked members of the District for their work on conservation efforts. Mr. Foster responded that Plano is in the upper half in terms of water consumption with surrounding cities.

Deputy Mayor Pro Tem Lambert spoke to the NTMWD current rate structure discouraging water conservation due to the requirement to pay for water not used. NTMWD Executive Director Jim Parks responded that comparisons of member cities place Plano in the same area as are other cities, spoke to budgeting to meet the annual maximum demand for the City, wholesale water rate calculations, variable costs, and to a city not using the same water consumption as in the previous year thereby causing the District to assess a cost to the City to in turn fund the cost placed on the District. He spoke to methodologies in place, meetings regarding District methodology changes, and to determining a fair and equitable program with all the member cities. Mr. Parks spoke to methods in the Dallas/Ft. Worth area and to the "take or pay" method used with NTMWD using the excess water and rebate component. He further spoke to the "volume demand" component based on actual usage with the demand set by the user and with a daily maximum. Mr. Parks stated that the later results in a higher cost to the user cities. He stated that any kind of change made to the current method used for pricing water would require an amendment to the master water contract which was last amended in 1988 and which requires approval of all thirteen member cities. Mr. Parks stated that this was the biggest hurdle and that additionally, outstanding bond resolutions relying upon the criteria would require 51 % of the bond holders to agree to the change. Mr. Parks responded to the Council that comparisons have been done with other district payment methodologies and that using the demand type plan would cost this City more.

Council Member Stovall spoke to the "take or pay" method being fundamentally problematic and spoke to passing the unused water through to sell to another city and to Plano being at a different place in terms of growth. Deputy Mayor Pro Tem Lambert spoke to the system being fair for the City up until now, water consumption used now and to the request to conserve, and further spoke to selling the water which has been conserved. He spoke to thirteen cities not all agreeing to change the plan, and appreciating what the District has done. Mr. Park stated that the District is there to serve but must consider all thirteen member cities. He spoke to activity occurring in the Legislature regarding water conservation. Council Member Johnson spoke to capacity needed for the thirteen cities, incentives being different relating to growth, and to the possibility of the board allowing Plano to swap/sell excess water to other cities within or outside the system and asked that this be considered by the District. Mr. Park stated that the board will consider changes to the current contract and spoke to the issues they would face in not hurting the other cities.

Mayor Evans stated the Council will recess to attend the dedication of the Dr. Allan K. Bird Education Center located at 1300 19th Street and that the Council will reconvene into Regular Session at 7:30 p.m. Remaining items were addressed during the Regular Meeting. Nothing further was discussed. The Mayor recessed the meeting at 6:49 p.m.

Pat Evans, **MAYOR**

ATTEST:

Elaine Bealke, City Secretary

PLANO CITY COUNCIL
March 28, 2005

COUNCIL MEMBERS

Pat Evans, Mayor
Shep Stahel, Mayor Pro Tem
Ken Lambert, Deputy Mayor Pro Tem
Steve Stovall
Phil Dyer
Scott Johnson
Sally Magnuson
Jean Callison

STAFF

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

Mayor Evans convened into the Regular Session on Monday, March 28, 2005, at 7:32 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by President Hal Kendrick of the Plano Texas Stake of the Church of Jesus Christ of Later Day Saints.

The Pledge of Allegiance was led by Junior Girl Scout Troop 1735.

Mayor Evans administered oaths of office to Vincent Bush as a new member of the Public Arts Committee and Robert G. Masengill as a new member of the Plano Transition and Revitalization Commission.

Mayor Evans presented the Keep Plano Beautiful – Great American Cleanup proclamation and event t-shirts were presented to the Council. Mayor Evans introduced and recognized visiting teachers from Plano Sister City – San Pedro, Mexico. Mayor Pro Tem Stahel recognized Mayor Evans being named Citizen of the Year by the Plano Chamber of Commerce.

The Council resumed discussion of the Preliminary Open Meeting.

Comprehensive Monthly Financial Report

Director of Finance McGrane presented the Comprehensive Monthly Financial Report for February 2005 advising the Council that General Fund revenues are down slightly from last fiscal year due to the lower level of fines and forfeitures. He spoke to the increase in sales tax revenue, decrease in water/sewer revenues, and an increase in the Civic Center fund due to increased costs. Mr. McGrane spoke to a change in the methodology of computing the unemployment rate, an increase in the hotel occupancy rate and stated that while the number of building permits is down on the residential side, it is up on the commercial side. He spoke to the City's portfolio being heavy in the short-term investment pool.

Council Items for Discussion/Action on Future Agendas

Mayor Pro Tem Stahel requested a report to address tightening up the ordinance related to solicitation door hangars and the Council concurred to schedule an item for the April 25, 2005 meeting.

Deputy Mayor Pro Tem Lambert requested a report regarding the rules for public access channels and providing information regarding their programming.

Consent and Regular Agenda

Mayor Pro Tem Stahel and Council Member Stovall advised that they will be stepping down on Consent Items "J" a renewal of an existing agreement with Computer Associates for maintenance on the Unicenter network management software and "R" an expenditure in an amount for the purchase of network infrastructure equipment from Internetwork Experts due to possible conflicts of interest.

Council Member Dyer advised that he will be stepping down on Consent Item "K" for professional services agreement between the City and Columbia Medical Center of Plano subsidiary for emergency medical advisory services due to possible conflicts of interest.

City Secretary Bealke advised that citizen Richard Simmons has requested that Consent Item "I" a resolution to repeal Resolution No. 2004-3-2(R); adopting new criteria and procedures for the Safe Streets Program (SSP) be removed for individual consideration.

Council Reports

Council Member Johnson reported that the Board and Commission Review Committee met with members of the boards which offered an opportunity to explore highlights and challenges for the year as well as look forward to the future. He thanked staff, advised that a report would be forthcoming and spoke to several discussions including having libraries on the Leadership Plano tour, creating a revolving fund for properties out of code compliance with later reimbursement and the different types of DSL connections.

GENERAL DISCUSSION

Shanna Thornhill, citizen of the City, spoke regarding problems in her neighborhood related to gathering of people, drinking, drugs, loud noises and car repair. She spoke to contacts made with the Police and Property Standards Departments and their unresponsiveness. She requested a sign be erected at 15th Street and G Avenue to prohibit parking within twenty feet of the stop sign and clear street lights be installed.

Pat Guess, of the Chicago Legacy Group, requested the opportunity to bid on “struck-off” properties in the Douglass Community and the City in general. She spoke regarding her company’s current active sales contracts and spoke to their product being appropriate for first-time homebuyers.

Dr. Patricia Templeton, citizen of the City, spoke regarding unregulated retail development in a maturing city producing less sales tax revenues rather than more and requested the Council consider the creation of a Retail Development Advisory Committee to include retail analysts, the Planning Staff, Budget Director and concerned citizens to research issues and bring forward more detail on the appropriateness of different types of development. She spoke to such a committee reducing the hostility between neighborhoods and developers as well as between the Council and those wanting to control development and to this issue being fundamental to the City’s success.

CONSENT AGENDA

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

Approval of Minutes [Consent Agenda Item (A)]

March 10, 2005

March 16, 2005

Award, Rejection of Bids/Proposals, Conditional Acceptance of Lowest Responsible Bid/Proposal and Designation of Alternate Lowest Responsible Bid/Proposal when applicable on the following:

Bid No. C082-05 for an annual fixed price contract with renewals for Bulk Fertilizer to be utilized by the Parks Department in the estimated annual amount of \$37,400. [Consent Agenda Item (B)] (See Exhibit “A”)

Bid No. G083-05 to purchase MSA-Millennium CBRN Masks, Canisters, Communication Devices and Chemical Detectors from Pre-2004 SHSP and 2004 SHSP Grants in the amount of \$132,350. [Consent Agenda Item (C)] (See Exhibit “B”)

Adoption of Resolutions

Resolution No. 2005-3-16(R): To adopt the North Texas Municipal Water District's Model Water Conservation Plan except for the Landscape Water Management Regulations contained in Section 8.4 and Appendix "E"; authorizing the City Manager to take any action required to implement the water conservation plan; and providing an effective date. [Consent Agenda Item (D)]

Resolution No. 2005-3-17(R): To approve the terms and conditions of an agreement by and between the Plano Heritage Association, Inc. and the City of Plano; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (E)]

Resolution No. 2005-3-18(R): To support the indexing of the Motor Fuel Tax; and providing an effective date. [Consent Agenda Item (F)]

Resolution No. 2005-3-19(R): To abate show-cause and accept settlement with TXU Electric Delivery; and providing an effective date. [Consent Agenda Item (G)]

Resolution No. 2005-3-20(R): To approve the sole source purchase of three AutoPulse Systems from Zoll Medical Corporation in the amount of \$44,730; authorizing the City Manager to take such action as is necessary to effectuate the purchase; and providing an effective date. [Consent Agenda Item (H)]

Award of Contract

To approve the terms and conditions of a Non-Exclusive Contract by and between the City of Plano and Labor Ready, for temporary laborers to be used in the collection of yard trimmings in the amount of \$98,000. [Consent Agenda Item (L)]

To approve the terms and conditions of a Non-Exclusive Contract by and between the City of Plano and Lone Star Temporary Services L.C., for temporary laborers to be used in the collection of yard trimmings in the amount of \$265,000. [Consent Agenda Item (M)]

Amendment of Contract

To approve a contract amendment with Brinkley Sargent Architects, for Professional Architectural Services in the amount of \$168,930 in connection with design of the Tom Muehlenbeck Recreation Center, and authorizing the City Manager to execute all necessary documents. [Consent Agenda Item (N)]

Purchase off Existing Contract

To authorize the purchase of six (6) Hybrid-Electric Half-Ton Pickups, in the amount of \$135,866 from Gunn Chevrolet through the Texas Association of School Board Purchasing Program (Buyboard) Contract No. #208-04 and authorizing the City Manager to execute any and all documents necessary to effectuate this purchase. [Consent Agenda Item (O)]

To authorize the purchase of one (1) Ford E-350 Cargo Van equipped with a Cues Mainline Camera System in the amount of \$114,385 through Texas Association of School Board Purchasing Program, Buyboard #207-04 awarded to Renfro Equipment & Supplies (d/b/a/Cues, Inc.) and Buyboard Contract #208-04 awarded to Columbus County Ford (Baby Jack Auto Group) and authorizing the City Manager to execute any and all documents necessary to effectuate this purchase. [Consent Agenda Item (P)]

To authorize the purchase of four (4) Horton Medium Duty Ambulances in the amount of \$732,516 through the Texas Association of School Board Cooperative Purchasing Buyboard Program Contract #203-04 awarded to Professional Ambulance and authorizing the City Manager to execute any and all documents necessary to effectuate this purchase. [Consent Agenda Item (Q)]

Approval of Change Order

To URETEK USA, Inc. increasing the contract by \$279,968 for the Residential and Arterial Pavement Undersealing Contract, Project No. 5444, Change Order No. 1, Bid No. P021-04. [Consent Agenda Item (S)]

To Piazza Construction, Ltd, increasing the contract by \$185,764 for the Expansions to Operations and Equipment Services Buildings, Change Order No. 2 (Bid No. B175-04) [Consent Agenda Item (T)]

Approval of an Expenditure

To approve an expenditure in an amount of \$36,989 for the purchase of cardiovascular equipment at Oak Point Center from Life Fitness through the State of Texas TXMAS Program; and authorizing the City Manager to execute all necessary documents to effectuate the purchase. (TXMAS-5-78040). [Consent Agenda Item (U)]

Reimbursement of Oversize Participation

To approve and authorize reimbursement to Daltex Mapleshade, Inc. for oversize paving participation on Mapleshade Road in the amount of \$41,675. [Consent Agenda Item (V)]

END OF CONSENT

Resolution No. 2005-3-21(R): To repeal Resolution No. 2004-3-2(R); adopting new criteria and procedures for the Safe Streets Program (SSP) including evaluation and installation of traffic management devices for collector and residential streets; establishing new criteria for removal of traffic management devices; and establishing a longer waiting period for reinstallation of previously removed devices. [Consent Agenda Item (I)]

Resolution No. 2005-3-21(R) (cont'd)

Transportation Engineering Manager Neal advised the Council that the request includes increasing the level of initial participation from ten to twenty percent, clarification to make the document easier to understand and increasing the level for removal participation.

Richard Simmons, citizen of the City, requested clarification of the length of time to reinstall a device that has been erroneously removed. Mr. Neal responded that revisions to increase the waiting period to two years when a device is removed apply in the case of a request and that they would be put right back if removed erroneously.

Upon a motion made by Council Member Dyer and seconded by Mayor Pro Tem Stahel, the Council voted 8-0 to repeal Resolution No. 2004-3-2(R); adopting new criteria and procedures for the Safe Streets Program (SSP) including evaluation and installation of traffic management devices for collector and residential streets; establishing new criteria for removal of traffic management devices; and establishing a longer waiting period for reinstallation of previously removed devices; and further to adopt Resolution No. 2005-3-21(R).

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

Renewal of Contract - To request Council approval of a renewal of an existing agreement with Computer Associates for maintenance on the Unicenter network management software in an amount of \$68,116 for this year and \$68,116 for the third and final year subject to FY 2005-06 availability and appropriation of funds; and authorizing the City Manager to execute all documents necessary to effectuate the purchase. CSP #B120-02 [Consent Agenda Item (J)]

Approval of State Contract - To request approval of expenditure in an amount of \$28,695 for the purchase of network infrastructure equipment from Internetwork Experts through the Department of Information Resources (DIR); and authorizing the City Manager to execute all necessary documents to effectuate the purchase. (DIR#BUSOP-012) [Consent Agenda Item (R)]

Upon a motion made by Deputy Mayor Pro Tem Lambert and seconded by Council Member Magnuson, the Council voted 6-0 to approve a renewal of an existing agreement with Computer Associates for maintenance on the Unicenter network management software in an amount of \$68,116 for this year and \$68,116 for the third and final year subject to FY 2005-06 availability and appropriation of funds; and authorizing the City Manager to execute all documents necessary to effectuate the purchase; and to approve an expenditure in an amount of \$28,695 for the purchase of network infrastructure equipment from Internetwork Experts through the Department of Information Resources (DIR); and authorizing the City Manager to execute all necessary documents to effectuate the purchase.

Mayor Pro Tem Stahel and Council Member Stovall resumed their places on the bench.

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

Approval of Contract - To approve a professional services agreement between the City and Columbia Medical Center of Plano subsidiary for emergency medical advisory services with such services to be provided for a five-year period in the amount of \$30,000 for the remainder of 2004-05 and a total cost for the remainder of the contract is anticipated to be \$390,000 and will be subject to the appropriation of funds each year; and authorizing the City Manager to execute all necessary documents. The contract is a result of RFQ #C065-05. [Consent Agenda Item (K)]

Upon a motion made by Council Member Magnuson and seconded by Council Member Stovall, the Council voted 7-0 to approve a professional services agreement between the City and Columbia Medical Center of Plano subsidiary for emergency medical advisory services with such services to be provided for a five-year period in the amount of \$30,000 for the remainder of 2004-05 and a total cost for the remainder of the contract is anticipated to be \$390,000 and will be subject to the appropriation of funds each year; and authorizing the City Manager to execute all necessary documents.

Council Member Dyer resumed his place on the bench

Five-Year Budget Forecast Presentation [Regular Agenda Item (1)]

Director of Budget and Research Rhodes advised that the Five-Year Forecast serves as the foundation for the Fiscal Year 2005-06 budget and that the 2004-05 status report for the General Fund indicates that sales tax collections are relatively flat and that the reestimate included in the forecast is a 1.9% increase over the original 2004-05 budget. She stated that due to milder than normal weather, electric and gas franchise fees are projected to be down approximately \$472,000 or 2.4% with Building and Development related revenues up 10.8% as compared to the original budget. Ms. Rhodes stated that due to wet weather over the last three years the Water & Sewer and the Municipal Golf Course Funds are projected to end in deficit positions in 2004-05 and that various options are being evaluated to offset the shortfalls. She spoke to preliminary information received regarding assessed property values indicating an estimated increase of 1.5% on existing property values and new growth of approximately \$370 million. Ms. Rhodes spoke to the stabilization of the sales tax rate, to keeping projections flat for five years and projected declines in Building and Development revenues.

Five-Year Budget Forecast Presentation (cont'd)

Ms. Rhodes spoke to expenditure assumptions including salaries projected at a 3% increase, attrition at the rate of 3.5% for the General Fund and 1.0% for all other funds, a 10% increase in health insurance with a proposed shifting of the burden not only to the City but to employees and retirees as well, inclusion of \$1 million to offset retiree payments, increased operation and maintenance expenditures at the inflation rate of 2.5%, Capital Outlay of \$800,000 only for library books, a transfer to the Capital Reserve Fund based on Council policy of providing 75% of annual depreciation costs and Community Investment Projects (CIP) projected to be absorbed within the existing tax rate. She advised that of 93 new full-time positions preliminarily requested, 59 are related to Public Safety and further advised that none are included in the forecast nor are any program enhancements related to mandated increases, growth, increased services, information services requests, or other discretionary items which will be reviewed on their individual merit with the City Manager. Ms. Rhodes reviewed key dates on the budget calendar.

Ms. Rhodes responded to Mayor Pro Tem Stahel stating that financial projections regarding attrition include those employees who are leaving and who are newly hired. City Manager Muehlenbeck responded to Deputy Mayor Pro Tem Lambert stating that with regard to the Building Inspection Department as well as the Planning Department, the workforce has been adjusted as less permits have been issued and spoke regarding the increase in commercial permits which require a higher level of inspection. Mr. Muehlenbeck spoke regarding the work done by department directors to address shortfalls.

Discussion and adoption of Ordinance No. 2005-3-22 to amend Sections 21-135, 21-136 and 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano; adopting new Sections 21-135, 21-136, and 21-147; providing an amended and increased fee schedule for water and sewer services; and providing a repealer clause, a severability clause, a savings clause and an effective date. [Regular Agenda Item (2)]

Director of Budget and Research Rhodes advised the Council that should the City maintain the current financial structure, the Water & Sewer Fund will end with a \$455,000 deficit in FY 2004-05 and an \$11 million deficit in FY 2005-06. She advised that the contributing factors include three excessively wet years, the "Take or Pay" contract with the North Texas Municipal Water District (NTMWD), a reduction in sewer rates, implementation of Winter Quarter Averaging, depletion of the Reserve Fund used to offset rates for the last four years and the infiltration system not being included in the rate structure.

City Manager Muehlenbeck spoke regarding excessive rainfall resulting in less consumption by residents and less revenue and the "Take or Pay" contract resulting in funding of \$3.5 million without received revenues. He spoke to use of the cash reserve to offset rates while they were kept down and to the heavy rains resulting in infiltration into the sewer lines which is metered. Ms. Rhodes reviewed the City's rate model history and the effect of rate increases by NTMWD.

Five-Year Budget Forecast Presentation (cont'd)

Ms. Rhodes advised that beginning May 1 there will be an increase of 5% in water rates and 10% in sewer rates, stated that a consultant has been retained to review and update the water and sewer rate model and spoke to the need to establish a water and sewer reserve policy and reduce operating expenditures. She provided information regarding the impact to residential/commercial customers and a comparison to other area cities. Ms. Rhodes advised regarding the proposed financial structure with implementation and stated that weather patterns during the summer will determine if an additional rate increase is necessary for Fiscal Year 2005-06.

Mayor Pro Tem Stahel spoke to having an account to serve as a buffer, to the excellent service being provided by the NTMWD and to reviewing the rate model

Upon a motion made by Mayor Pro Tem Stahel and seconded by Deputy Mayor Pro Tem Lambert the Council voted 8-0 to amend Sections 21-135, 21-136 and 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano; adopting new Sections 21-135, 21-136, and 21-147; providing an amended and increased fee schedule for water and sewer services; and providing a repealer clause, a severability clause, a savings clause and an effective date; and further to adopt Ordinance No. 2005-3-22.

An ordinance to repeal Ordinance No. 2004-7-12 and adopt a new ordinance relating to the policies and procedures for funding public art; providing definitions; allowable uses of public art funds; responsibilities of the Public Art Committee; administration of the Public Art Program; and maintenance of public art; providing a severability clause, a repealer clause and an effective date. [Regular Agenda Item (3)]

Creative Arts Manager Wear advised regarding adoption of a funding ordinance in July of 2004 and later discussion regarding the need for greater flexibility in providing public art funds on or within new and existing City facilities and property and questions related to limiting the potential funding sources to bonds. He spoke to the Council's concern regarding the amount of flexibility and control they might have in the public art process under the July 2004 ordinance and their determination not to include public art in the May 2005 bond referendum but to allocate an amount and to use short-term debt instruments to fund selected projects. Mr. Wear spoke to Council's direction to have Staff prepare a new ordinance that would revise the July 2004 ordinance; establish clearly the authority of the Council to determine which projects would include public art improvements and change at the Council's discretion the budgets for these projects; clarify that public art improvements might be added to existing facilities in addition to new construction/renovation; and provide flexibility in funding public art projects from a variety of sources. He stated that the Public Arts Committee recommended approval of the ordinance as proposed.

Mayor Pro Tem Stahel spoke to inclusion of verbiage referring to items on the bond referenda and stated that items will be budgeted to include a 2% allocation applying to projects in bond referenda after June, 2005 implying that there is an expectation on future bond programs which was contrary to his understanding. Public Arts Committee Chair Coleman advised the "issue" language was left in the ordinance to provide the option for future Council, but stated that it does not necessarily restrict them and Mr. Stahel spoke to removing the verbiage and stated that if Council decides to put items in a bond program in the future at 2% they may do so. Deputy Mayor Pro Tem Lambert spoke to language indicating that a project would be automatically included in a bond unless there is a conscious decision to take it out and spoke to the decision that public art funding be provided by a means other than bond issues. He requested that the notation be reworked. Council Member Johnson spoke to the verbiage identifying which projects would be eligible or identified for public art and not specifically the funding. Mr. Coleman advised that the intent of the committee was to provide future Councils with a choice and that the 2% could be funded by any mechanism and Mr. Lambert spoke to clarifying that public art is not automatically included in bond issuances.

City Attorney Wetherbee stated that verbiage related to the bond process could be removed and Mayor Evans spoke to leaving bond funds as an option, but not an automatic. Deputy Mayor Pro Tem Lambert spoke to the Council's right to include items in a bond issue and to the policy for qualifying facilities wherein up to 2% of the cost of the facility will be spent on public art. He spoke to review of projects by the Public Arts Committee and their recommendations coming to the Council for its decision on funding.

Mayor Pro Tem Stahel and Council Member Stovall made a recommendation that the item be returned to the committee who would bring it back in two to four weeks.

The Council stated concurrence to include reference of "up to a maximum of 2%" of Community Investment Projects for non-excluded projects. Mayor Pro Tem Stahel spoke to making the intent as clear as possible. Mr. Wear stated that the Public Art Plan would be developed by Staff and the committee, then come forward for approval by the Council.

Mr. Wear stated that verbiage regarding placing items on a bond referenda would be reworked and clarified along with reference to the maximum 2% allocation for Public Art applying to only those projects approved in bond referenda after June, 2005.

Upon a motion made by Mayor Pro Tem Stahel and seconded by Council Member Stovall, the Council voted 8-0 to table an ordinance to repeal Ordinance No. 2004-7-12 and adopt a new ordinance relating to the policies and procedures for funding public art; providing definitions; allowable uses of public art funds; responsibilities of the Public Art Committee; administration of the Public Art Program; and maintenance of public art; providing a severability clause, a repealer clause and an effective date until the April 11, 2005 Council meeting.

Public Hearing and adoption of Ordinance No. 2005-3-23 to amend the “Housing Element” of the Comprehensive Plan as originally adopted by Resolution No. 86-11-22(R) providing procedures approving the utilization of said chapter as revised and amended by the appropriate personnel and departments of the City of Plano for the purpose of guiding future development within the City of Plano, Texas; and providing an effective date. Applicant: City of Plano [Regular Agenda Item (4)]

Senior Planner Sims provided general background regarding the Housing Element and spoke to the change of focus in the City from large subdivision development to more of an infill/refill development. He spoke to changing demographics, different housing options, and to having the format of this element match the new format of the Comprehensive Plan. Mr. Sims spoke to the three major themes of the plan including a livable City, a City of organized development and a City in transition. He spoke to the policy statement limiting the concentration of multi-family development in one area not applying to retirement facilities as they do not place the same demands on City services nor urban centers as density is a requirement to ensure their success. Mr. Sims advised that the Planning and Zoning Commission recommended approval of the request subject to the following text edits:

- 1) Modification of statements in regards to minimal acreage of Alternative Neighborhood Formats.
- 2) Modification to statements in regards to parks/schools required in Alternative Neighborhood Formats.
- 3) Modification of characteristics of urban centers.

Council Member Stovall spoke to conducting a more in-depth examination of the definition of retirement housing and issues that may arise when it is lumped into the heading of multi-family. Director of Planning Jarrell advised neither the Comprehensive Plan nor the Zoning Ordinance put limitations on the variety of housing that could be developed targeted towards the elderly and spoke to recent development of assisted living facilities. She spoke to condominium quadplexes for the elderly, not putting limitations on housing options and regarding the City’s history of being supportive of retirement housing.

Ms. Jarrell spoke to land prices driving higher density development resulting in more independent living apartments than single-family detached. Mr. Stahel spoke to working through the process so that all infill projects do not result in “retirement apartments” and the City having fifty percent apartment dwellers. Mr. Sims spoke to the drop in the number of multi-family units to a projected percentage of 31.5% and some areas originally zoned for multi-family being developed as townhomes/patio homes. Ms. Jarrell spoke to the different requirements for senior housing including elevators, special fixtures and a higher level of service and Mr. Sims spoke to retirement housing not requiring the same level of parking.

Ordinance No. 2005-3-23 (cont'd)

Ms. Jarrell advised that the Zoning Ordinance does not specifically address building code issues, but that those coming into the City would want to provide special features to new residents. Mr. Stovall spoke to the changing needs of the elderly and the transition from independent to assisted living facilities.

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

Council Member Stovall spoke to people staying where they are if possible, and Development Review Manager Elgin spoke to the different requirements for different facilities and situations where one phase is duplex or quadplex with the second phase being assisted living so that spouses can be in close proximity. Mr. Stahel stated that retirement facilities may have some different requirements, but that they could be used as apartments and further that the distinction would be extra rooms (dining and nursing) provided for retirement facilities. He recommended that when convenient, the Planning and Zoning Commission and Staff take a look at further defining "Retirement Community" and bring any proposed changes back for Council consideration.

Council Member Dyer spoke to being cautious in standardization, citing new types of housing and niches of developers and stated that the Council should not allow conversion from senior housing to apartments should a development prove unsuccessful.

Upon a motion made by Mayor Pro Tem Stahel and seconded by Council Member Stovall, the Council voted 8-0 to amend the "Housing Element" of the Comprehensive Plan as originally adopted by Resolution No. 86-11-22(R) providing procedures approving the utilization of said chapter as revised and amended by the appropriate personnel and departments of the City of Plano for the purpose of guiding future development within the City of Plano, Texas as recommended by the Planning and Zoning Commission; and providing an effective date; and further to adopt Ordinance No. 2005-3-23.

Public Hearing and adoption of Ordinance No. 2005-3-24 as requested in Zoning Case 2005-03 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, granting Specific Use Permit No. 561 so as to allow the additional use of New Car Dealer on 9.2± acres of land located on the south side of Plano Parkway and 260± feet east of Dallas North Tollway in the City of Plano, Collin County, Texas, presently zoned Planned Development-211-Light Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Neighborhood #53. Applicant: Boardwalk Motor Cars [Regular Agenda Item (5)]

Director of Planning Jarrell advised the Council that the Planning and Zoning Commission recommended approval of the request as submitted and further spoke to support expressed by an area homeowner's group. She stated that Staff has not yet seen the elevations for this phase.

Ordinance No. 2005-3-24 (cont'd)

Upon a motion made by Council Member Stovall and seconded by Council Member Magnuson, the Council voted 8-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, granting Specific Use Permit No. 561 so as to allow the additional use of New Car Dealer on 9.2± acres of land located on the south side of Plano Parkway and 260± feet east of Dallas North Tollway in the City of Plano, Collin County, Texas, presently zoned Planned Development-211-Light Commercial as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2005-03; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance 2005-3-24.

Public Hearing and adoption of Ordinance No. 2005-3-25 to amend the Subdivision Ordinance of the City of Plano adopted by Ordinance No. 2004-9-37, and as heretofore amended, by deleting Subsection b (Criteria for Variances From Development Exactions) of Section 1.11 (Variances) of the Subdivision Ordinance; creating a new Section 1.12 (Waivers from Development Exactions) of Article I (General Provisions) of the Subdivision Ordinance and renumbering the existing sections and subsections accordingly; providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano [Regular Agenda Item (6)]

Director of Planning Jarrell advised the Council that this amendment would update and standardize procedures for handling requests for waivers of subdivision exactions including time frames, requirements for a study that the developer would need to submit supporting the request taking into account the capacity requested/proposed based on the capacity being provided by the public improvements. She advised that it would set forth actions the Planning and Zoning Commission may take in considering waivers and includes an appeal process to the Council. Ms. Jarrell stated that the commission recommended the request for approval as follows: (Additions are indicated in underlined text; deletions are indicated in strikethrough text.)

Amend the Subdivision Ordinance, creating a new subsection and renumbering existing subsections accordingly:

———“1.11 Variances

———~~b. Criteria for Variances From Development Exactions Where the Commission finds that that imposition of any development exaction pursuant to these regulations exceeds reasonable benefit to the property owner or is so excessive as to constitute confiscation of the tract to be platted, it may approve variances to such requirements, so as to prevent such excess.~~

“1.12 Waivers from Development Exactions

Ordinance No. 2005-3-25 (cont'd)

The property owner or applicant for preliminary plat approval may file a petition for relief from a dedication or construction requirement that is applied or imposed as a condition of approval of a Phase II land study, conveyance plat, preliminary plat or final plat. Waiver requests shall be considered in accordance with the following procedures:

- a. Petition for Relief - The property owner or applicant must submit a written petition for relief to the Planning Department at least 10 days prior to the Planning & Zoning Commission's consideration of a Phase II land study, conveyance plat, preliminary plat, or final plat. The petition shall set forth the reasons for the waiver request and must indicate the dedication and/or construction requirements for which relief is being requested. An applicant may also submit a petition for relief from conditions of plat approval added by the Commission in its consideration of a Phase II land study, conveyance plat, preliminary plat or final plat. This petition must be submitted no later than 10 days following the Commission's action.
- b. Consideration of Plat - After receipt of a petition for relief, the Planning Department shall schedule consideration of the plat only, within the 30 day time frame required by state law. The Planning & Zoning Commission shall approve the plat subject to future consideration of the applicant's petition for relief from a dedication or construction requirement, or disapprove the plat.
- c. Study Required - The petitioner shall provide a study in support of the petition for relief within 14 days of filing the petition for relief. The Director of Planning may extend the time for submitting the study for an additional 14 days upon the request of the applicant. The study shall include the following information:
 1. Total capacity of the city's public infrastructure system or improvements to be dedicated to the city to be utilized by the proposed subdivision, employing standard measures of capacity and equivalency tables that relate the type of development proposed to the quantity of system capacity. In no case shall the calculation of the capacity used by a proposed commercial or multifamily development be based on development intensities less than the mid-point of intensity allowed by the particular zoning for the property. If the proposed subdivision is to be developed in phases, such information shall be provided for the entire development, including any phases already developed.
 2. Total capacity to be supplied to the city's public infrastructure system by the proposed dedication of an interest in land or construction of capital improvements. If the development application is part of a phased development, the information shall include any capacity supplied by prior dedications or construction of capital improvements.

Ordinance No. 2005-3-25 (cont'd)

3. Comparison of the capacity of the city's public facilities system to be consumed by the proposed subdivision with the capacity to be supplied by the proposed dedication of an interest in land or construction of capital improvements. In making this comparison, the impacts on the city's public facilities system from the entire development shall be considered.
4. The effect of any city participation in the costs of oversizing the capital improvements to be constructed in accordance with the city's requirements.
- d. Processing of Petition - The City Engineer shall evaluate the petition and supporting study and make a recommendation to the Planning & Zoning Commission based upon the petitioner's study and his own analysis. The City Engineer may utilize any reasonable methodology and information in evaluating the petitioner's study.
- e. Consideration of Petition for Relief - The petition for relief will be considered by the Planning & Zoning Commission no later than 30 days after receipt of a complete supporting study. Based upon the application, supporting study and the City Engineer's report, the Commission shall determine whether the application of the regulations for dedication or public improvements is roughly proportional to the nature and impact created by the development. The Planning & Zoning Commission shall take one of the following actions in considering the petition for relief:
 1. Deny the petition for relief, and impose the standard or condition requiring dedication or construction of capital improvements in accordance with the regulations contained within this ordinance;
 2. Grant the petition for relief, and waive in whole or in part any dedication or construction requirement necessary to meet the criteria for approval.
 3. Accept alternative designs for the public infrastructure system or improvements to be dedicated to the city.
 4. Delay the imposition of the requirement until a future phase of development. If a delay is granted, the future phase of development must be clearly defined.
 5. Reduce the applicant's cost of the dedication or construction requirement.

Ordinance No. 2005-3-25 (cont'd)

- f. Criteria for Approval - The Planning & Zoning Commission shall determine whether the application of the regulations requiring dedication of an interest in land for public improvements or construction of capital improvements is roughly proportional to the nature and extent of the impacts created by the proposed development on such water, wastewater, roadway, or drainage system, and reasonably benefits the development. The Commission shall take into account the evidence submitted by the petitioner and the City Engineer's report and recommendation.
- g. Appeals - The decision of the Planning & Zoning Commission on a petition for relief may be appealed in accordance with Article III, Section 3.9 of this ordinance. An appeal constitutes authorization for the plat to also be placed on the City Council's agenda for consideration and action.
- h. Lapse of Plat Approval - If relief is granted to the petitioner, it shall remain in effect for the time period specified in Article III for each type of plat, and shall end upon expiration of the plat. Plat approvals may be extended as provided in Article III.
- i. Plat Modification - If a plat for which relief was granted is modified to increase the number of residential units or the intensity of nonresidential uses, the City Engineer may require a new study to validate the relief. The petition for relief and new study shall be submitted and processed according to the procedures outlined in Sections 1-5 above."

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 Deputy Mayor Pro Tem Lambert and seconded by Council Member Dyer, the Council voted 8-0 to amend the Subdivision Ordinance of the City of Plano adopted by Ordinance No. 2004-9-37, and as hertetofore amended, by deleting Subsection b (Criteria for Variances From Development Exactions) of Section 1.11 (Variances) of the Subdivision Ordinance; creating a new Section 1.12 (Waivers from Development Exactions) of Article I (General Provisions) of the Subdivision Ordinance and renumbering the existing sections and subsections accordingly as recommended by the Planning and Zoning Commission; providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2005-3-25.

Ordinance No. 2005-3-26 of the City of Plano amending Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) and Subsection 3.113 (Superstores) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, regarding superstore use; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Zoning Case 2004-54. Applicant: City of Plano. Tabled 01/24/05, 2/22/05 and 3/16/05 [Regular Agenda Item (7)]

Upon a motion made by Council Member Magnuson and seconded by Council Member Dyer, the Council voted 8-0 to remove the item from the table

Director of Planning Jarrell spoke regarding the Council's direction to Staff to prepare an ordinance addressing superstore regulations that would not require specific use permits (SUPs) in the major corridors but would continue to require them in the Retail zoning district and add the requirement in the Light Industrial-1 (LI-1) and Light Industrial-2 (LI-2) districts. She stated that as proposed, it would extend to all locations the supplemental regulations for façade design, building materials and landscaping that already apply to superstores in the Retail District and further that it would require a 30-foot landscaped edge between superstores and any residential district unless the two were separated by a Type C or six-lane divided thoroughfare.

Deputy Mayor Pro Tem Lambert spoke to an area on east Plano Parkway which would require an SUP even though it is at least one-half mile from the nearest home and stated that along the Dallas North Tollway, U.S. Highway 75 and S.H. 121, where in some cases property is immediately adjacent, superstores would be allowed by right.

Council Member Magnuson made a motion to approve the request with a change to remove reference to separation by a thoroughfare and still require the 30-foot landscaped edge. No second was made or vote was taken at this time.

Mayor Pro Tem Stahel spoke to consideration of several locations where there is no roadway separation and to establishing a distance greater than the proposed 54 feet between homes and superstores. He recommended a setback of 100-110 feet and spoke to side and back yard setbacks defined for the LI-1 and LI-2 and Ms. Jarrell spoke to additional consideration where structures exceed two stories when in most cases a superstore will be one-story. Ms. Jarrell spoke to the Council including a stipulation that a superstore must be set back a minimum of 100 feet from any residential district boundary line and to the maintaining of uniformity among light industrial districts by requiring an SUP.

Ordinance No. 2005-3-26 (cont'd)

Mayor Evans spoke to revising the motion to include language offering protection to neighborhoods abutting streets of any width so that any big box would have a landscaped edge around it and to require a minimum 30-foot wide landscape edge on frontages with exception along U.S. Highway 75. She spoke regarding conformance with overlay districts and requested inclusion of Mr. Stahel's recommendation of a 100-foot setback requirement to which Council Member Magnuson concurred. Mayor Evans seconded the revised motion, however no vote was taken at this time.

Council Member Dyer stated that should the distance requirement be included, he would be agreeable to removing the SUP requirement for LI-1 and LI-2 properties to which Mayor Pro Tem Stahel and Council Member Magnuson concurred. Deputy Mayor Pro Tem Lambert requested clarification on where the distance requirements would be in place and Mayor Pro Tem Stahel responded that they would provide for 100 feet from a residential property line whether or not the location is directly adjacent or across a street.

Deputy Mayor Pro Tem Lambert spoke to the proposed Wal-Mart on the Dallas North Tollway including a 50-foot landscape edge which still did not mitigate the circumstances and to a 100-foot distance requirement not offering any real protection. He spoke in support for an SUP to consider each case individually and give Council legislative authority. Ms. Jarrell spoke to the 100-foot setback having a greater effect on rear and side yards where development would immediately abut residential development. Council Member Magnuson spoke to developers working with neighborhoods to try and mitigate objections and Council Member Johnson spoke to the distance requirement adding another level of protection.

Mayor Pro Tem Stahel stated concern for areas along S.H. 121 where homes may be built followed by a big box development and Council Member Johnson stated that homebuyers should check into the zoning near their homes.

Council Member Johnson stated concern regarding removal of the SUP requirement in LI-1 and LI-2 districts and Council Member Magnuson advised that removal would not be included in the motion. Ms. Magnuson spoke to having superstore structures set back a minimum of 100 feet from residentially zoned district boundary lines, to having a 30-foot wide landscape edge in addition to screening requirements when a property immediately abuts a residentially zoned district, to providing a minimum 30-foot wide landscape edge along street frontages and to conformance with overlay district requirements.

Mayor Pro Tem Stahel stated concern regarding the inclusion of overlay district requirements where there may be reduced landscape edge requirements and Council Member Magnuson and Mayor Evans agreed to utilize whichever requirement would be greater.

Ordinance No. 2005-3-26 (cont'd)

Deputy Mayor Pro Tem Lambert stated he could not support the motion since the proposed ordinance allows for development along corridors, yet requires an extra process for east Plano. Mayor Evans spoke to the ease of the SUP process for those locations not adjoining residential properties and Council Member Stovall spoke to the need to have restrictions be uniform for LI-1 and LI-2 areas throughout the City. Council Member Dyer spoke to the proposal protecting the residents of east Plano and Mr. Lambert spoke to a continued double standard.

Upon a motion made by Council Member Magnuson and seconded by Mayor Evans, the Council voted 6-2 to amend Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) and Subsection 3.113 (Superstores) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, regarding superstore use as requested in Zoning Case 2004-54 ; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2005-3-26 with amendments as stated below. Deputy Mayor Pro Tem Lambert and Council Member Callison voted in opposition. The motion carried.

1. Amend standard (1) of Subsection 3.113 (Superstores) of Section 3.100 (Supplementary Regulations for Principal and Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) to read as follows:

“(1) These criteria shall apply to new superstore construction in any zoning district. These criteria shall not apply to the use, reuse, modification, or consolidation of existing retail space developed on or before March 24, 2005, or to the expansion of existing retail space existing on or before March 24, 2005, by no greater than ten percent of the existing ground floor area.”

2. Amend standard (7) of Subsection 3.113 (Superstores) of Section 3.100 (Supplementary Regulations for Principal and Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) to read as follows:

“(7) Where the property immediately abuts a residential zoning district, a minimum 30 foot wide landscape edge must be installed in addition to the screening required by Section 3.1000. A minimum 30 foot wide landscape edge is also required along all street frontages, with the exception of U.S. Highway 75 (Central Expressway). The CB-1 zoning district is also exempt from this requirement. The landscape edge must include a combination of berms, evergreen shrubs, and a mix of evergreen and deciduous overstory (shade) trees (minimum four inch caliper) placed a minimum 25 feet on center. Plantings may be grouped.”

Ordinance No. 2005-3-26 (cont'd)

3. Amend Subsection 2.502 (Schedule of Permitted Uses of Section 2-500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance No. 2004-9-37, as the same has been heretofore amended, is hereby further amended regarding superstore use to read as follows:

“Superstore use is allowed by right in the Light Commercial (LC), Commercial Employment (CE), Central Business-1 (CB-1), Regional Commercial (RC), and Corridor Commercial (CC) zoning districts. Superstore use is allowed with approval of a Specific Use Permit (SUP) in the Retail (R), Light Industrial-1 (LI-1) and Light Industrial-2 zoning districts.”

4. Subsection 3.113 (Superstores) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 2004-9-37, as the same has been heretofore amended, to add a new standard (10) to read as follows:

“(10) Primary and accessory superstore structures shall be set back a minimum distance of 100 feet measured from the residential zoning district boundary line to the nearest face or edge of the structure.”

City Council Action to Consider Zoning Case 2005-01, which is a Request for a Specific Use Permit for Contract Construction on 1.0± acres located on the northeast corner of K Avenue and Pecan Lane, on April 11, 2005 and overriding the action taken on March 16, 2005 to table the case for 90 days. [Regular Agenda Item (8)]

Mayor Pro Tem Stahel spoke to the applicant's indication at the last meeting that he would only be using the property for an office and to tabling the item and requesting the Planning and Zoning Commission consider removing the requirement for a specific use permit (SUP) for a Contract Construction office only. Council Member Stovall stated that the applicant has advised that he would eventually have trucks on the property and wishes to move forward with the specific use permit. Deputy Mayor Pro Tem Lambert spoke to the presentations made which stated that there would be no outside storage.

Director of Planning Jarrell advised that the Planning and Zoning Commission has discussed the issue and appears to be heading in the general direction of allowing office use only without an SUP as it relates to Contract Construction. She spoke to receiving final direction at the April 4, 2005 meeting and then bringing the item back through the zoning amendment process.

A motion was made by Council Member Stovall and seconded by Council Member Magnuson, to remove the item from the table and bring it back on April 11, 2005 at the request of the applicant. The Council voted 7-1 with Deputy Mayor Pro Tem Lambert voting in opposition. The motion carried.

There being no further discussion, Mayor Evans adjourned the meeting at 10:45 p.m.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, City Secretary



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 04/11/05		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> 4/11/05	
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 4/11/05	
Agenda Coordinator (include phone #):		Irene Pegues (7198)	Project No. 5517		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award, rejection of Bids/Proposals, Conditional Acceptance of lowest responsible Bid/Proposal of the Primary Vendor and an Alternate Vendor for construction of Avenue K Streetscape – from 18 th Street to 14 th Street (Bid No. B118-05)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR: 2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS	
Budget	0	225,000	0	225,000	
Encumbered/Expended Amount	0	-32,740	0	-32,740	
This Item	0	-144,406	0	-144,406	
BALANCE	0	47,854	0	47,854	
FUND(s): STREET IMPROVEMENT CIP					
COMMENTS: Funds are included in the 2004-05 Street Improvement Community Investment Program. This item, in the amount of \$144,406, will leave a current year balance of \$47,854 for the K Avenue Streetscape - from 18 th Street to 14 th Street project.					
STRATEGIC PLAN GOAL: Street construction relates to the City's Goal of Safe, Efficient Travel.					
SUMMARY OF ITEM					
Staff recommends bid of Jim Bowman Construction Co., L.P., in the amount of \$144,405.70, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.					
The second vendor being recommended is Irricon in the amount of \$170,678.30.					
Engineer's estimate was \$160,000.00.					
The project consists of the installation of paving, landscaping and irrigation modifications to the east side of the existing Avenue K from 18 th Street to 14 th Street to provide for a permanent parking lane to replace the temporary facilities that currently exist.					
List of Supporting Documents: Bid Summary Location Map		Other Departments, Boards, Commissions or Agencies N/A			

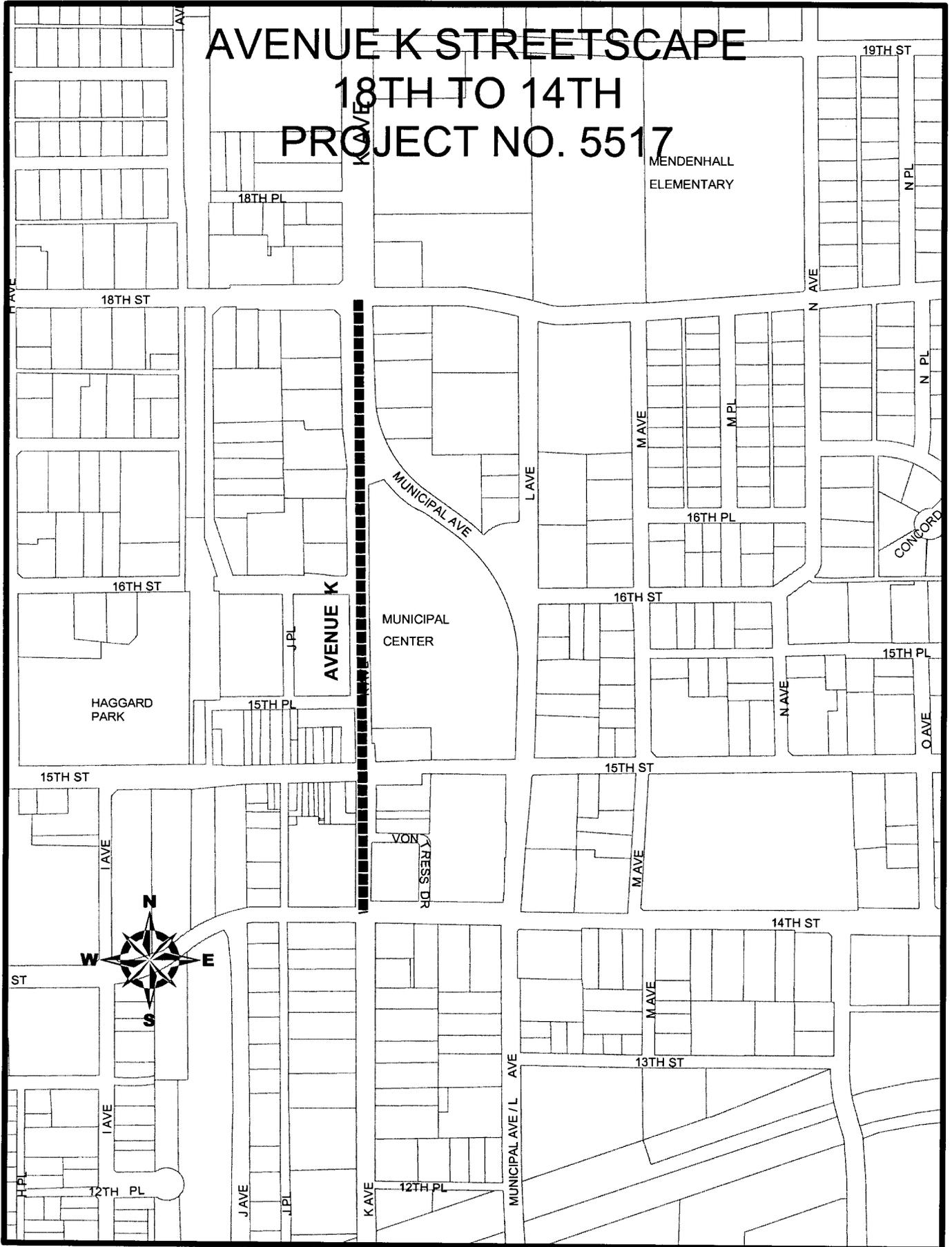
BID SUMMARY

**AVENUE K STREETScape
FROM 18TH STREET TO 14TH STREET
PROJECT NO. 5517**

BID RANKING	BIDDER	TOTAL AMOUNT BID
1	Jim Bowman Construction Co., L.P.	\$ 144,405.70
2	Irricon	\$ 170,678.30
3	North Texas Contracting, Inc.	\$ 296,392.50

b-2

AVENUE K STREETSCAPE 18TH TO 14TH PROJECT NO. 5517



b-3



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	04/11/05	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>	4/11/05	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	4/11/05	
Agenda Coordinator (include phone #):		Irene Pegues (7198)	Project No. 5442 & 5512		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award, rejection of Bids/Proposals, Conditional Acceptance of lowest responsible Bid/Proposal of the Primary Vendor and an Alternate Vendor for construction of Parkwood Water Line - Parkwood Tank to Spring Creek Parkway & North Dallas Tollway Water Main. (Bid No.B093-05).					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		53,208	766,792	0	820,000
Encumbered/Expended Amount		-53,208	-11,958	0	-65,166
This Item		0	-623,258	0	-623,258
BALANCE		0	131,576	0	131,576
FUND(S): WATER CIP					
COMMENTS: Funds are included in the 2004-05 Water Community Investment Program. This item, in the amount of \$623,258, will leave a current year balance of \$161,583 for the Parkwood Water Line - Parkwood Tank to Spring Creek Parkway project and the overage of \$30,007 on the North Dallas Tollway Water Main project will be transferred from the Jupiter Road - Spring Creek Parkway to Chaparral Road and P Avenue - Park Boulevard to Parker Road Rehabilitation projects.					
STRATEGIC PLAN GOAL: The water main and tank relate to the City's Goal of Livable Neighborhoods and Urban Centers.					
SUMMARY OF ITEM					
Staff recommends the base bid of Fox Contractors, in the amount of \$623,257.75, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.					
The second vendor being recommended is John Burns Construction Company of Texas, Inc. in the amount of \$654,990.00.					
Engineers' estimate was \$897,000.00.					
The project consists of construction of a parallel water main from Spring Creek Parkway to the Parkwood Elevated Water Tank along with completing the 36" water main along the Dallas North Tollway in order to improve pressure.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Bid Summary		N/A			
Location Map					

**City of Plano
BID / PROPOSAL TABULATION
B093-05**

**Parkwood Water Line - Parkwood Tank to Spring Creek Pkwy, Project 5442
North Dallas Tollway Water Line, Project 5512**

March 17, 2005 3:00 PM

Contractor	Bid Amount
Fox Contractors, Inc.	\$ 623,257.75
Alternate Bid	\$ 608,291.75
John Burns Construction Company of Texas, Inc.	\$ 654,990.00
Alternate Bid	\$ 622,656.50
Moss Construction Company, Inc.	\$ 666,908.00
Alternate Bid	\$ 654,528.00
Mario Sinacola & Sons Excavating, Inc	\$ 680,493.85
Alternate Bid	\$ 647,854.85
Barson Utilities, Inc	\$ 833,430.00
Alternate Bid	\$ 823,085.50

C-2

North Dallas Tollway

68

BISHOP RD

PARKWOOD

PARTNERSHIP

RD

DEMOCRACY DR

FIRE STATION NO. 7

Project 5512

6800

100

5800

6700

Project 5442

WEST SPRING CREEK PKWY

C-3

**Parkwood Water Line -
Parkwood Tank to Spring Creek Pkwy
Project 5442
&
North Dallas Tollway Water Main Project 5512**

1 inch equals 500 feet





PARKWOOD ELEV. TANK



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	04/11/05	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> 4/11/05		
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i> 4/11/05		
Agenda Coordinator (include phone #):		Irene Pegues (7198)	Project No. 5384		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award, rejection of Bids/Proposals, Conditional Acceptance of lowest responsible Bid/Proposal of the Primary Vendor and an Alternate Vendor for construction of Hedgcoxe Widening and Improvements Project (Bid No. B104-05).					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		75,110	1,224,890	0	1,300,000
Encumbered/Expended Amount		-75,110	-60,353	0	-135,463
This Item		0	-1,002,110	0	-1,002,110
BALANCE		0	162,427	0	162,427
FUND(S): STREET IMPROVEMENT CIP					
COMMENTS: Funds are included in the 2004-05 Street Improvement CIP. This item, in the amount of \$1,002,110, will leave a current year balance of \$ 162,427 for the Hedgcoxe - Custer to Alma project.					
STRATEGIC PLAN GOAL: Street widening and improvements relate to the City's Goal of Safe, Efficient Travel.					
SUMMARY OF ITEM					
Staff recommends bid of JRJ Paving, L.P., in the amount of \$1,002,110.00, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.					
The second vendor being recommended is L.H. Lacy Company, Ltd., in the amount of \$1,063,423.90.					
Engineers' estimate was \$1,196,000.					
The project consists of construction of two westbound lanes of Hedgcoxe, from west of lola to east of Georgetown, the reconstruction of eastbound Hedgcoxe between Duchess and lola, including the addition of a third lane, and the construction of a right-turn lane from northbound Custer to eastbound Hedgcoxe.					
The City of Allen will contribute \$123,645 to the construction of this project.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Bid Summary		N/A			
Location Map					

HEDGCOXE WIDENING & IMPROVEMENTS

PROJECT NO. 5384

BIDS

	<u>CONTRACTOR</u>	<u>BID</u> <u>AMOUNT</u>
1	JRJ Paving, L.P.	\$ 1,002,110.00
2	L.H. Lacy Company, Ltd.	\$ 1,063,423.90
3	McMahon Contracting, L.P.	\$ 1,118,070.55
4	Tiseo Paving Company	\$ 1,118,281.00
5	Texas Sterling Construction, L.P.	\$ 1,178,095.50

d-2



d.3



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	04/11/05	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Engineering	Initials	Date		
Department Head	Alan L. Upchurch	Executive Director	4/4/05		
Dept Signature:	<i>Alan L. Upchurch</i>	City Manager	4/5/05		
Agenda Coordinator (include phone #):		Irene Pegues (7198) <i>JP</i>	Project No. 5280		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award, rejection of Bids/Proposals, Conditional Acceptance of lowest responsible Bid/Proposal of the Primary Vendor and an Alternate Vendor for construction of Plano Parkway Extension (Los Rios Boulevard to 14 th Street). (Bid No. B105-05)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		82,314	3,291,686	0	3,374,000
Encumbered/Expended Amount		-82,314	-32,399	0	-114,713
This Item		0	-2,882,777	0	-2,882,777
BALANCE		0	376,510	0	376,510
FUND(S): STREET IMPROVEMENT CIP, WATER CIP AND SEWER CIP					
COMMENTS: Funds are included in the 2004-05 Street Improvement CIP, Water CIP and Sewer CIP. This item, in the amount of \$2,882,777, will leave a current year balance of \$394,101 for the Plano Parkway Extension – Los Rios Boulevard to 14 th Street and RT Zoning Sanitary Sewer Study projects. The overage in the Plano Parkway Extension – Los Rios Boulevard to 14 th Street project, in the amount of \$17,591, will be funded through savings and reallocation of funds from the Dallas North 15 Water Rehabilitation and Fire Hydrants project.					
STRATEGIC PLAN GOAL: Roadway extension relates to the City's Goals of Livable Neighborhoods and Urban Centers and Safe, Efficient Travel.					
SUMMARY OF ITEM					
Staff recommends bid of Glenn Thurman, Inc., in the amount of \$2,882,777.45, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.					
The second vendor being recommended is Tiseo Paving Company in the amount of \$2,998,398.00.					
Engineers' estimate was \$2,900,000.00.					
The project consists of construction of six median divided lanes of Plano Parkway, east of Los Rios Boulevard to the new intersection with 14 th Street. It also includes construction of the extension of the existing 12" water main to its connection with the existing water main in 14 th Street, including the addition of new fire hydrants. Other items of work include the construction of a new sanitary sewer to serve properties adjacent to the new section of Plano Parkway and extensive storm drainage improvements at the DART railroad crossing with Plano Parkway.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Bid Summary		N/A			
Location Map					

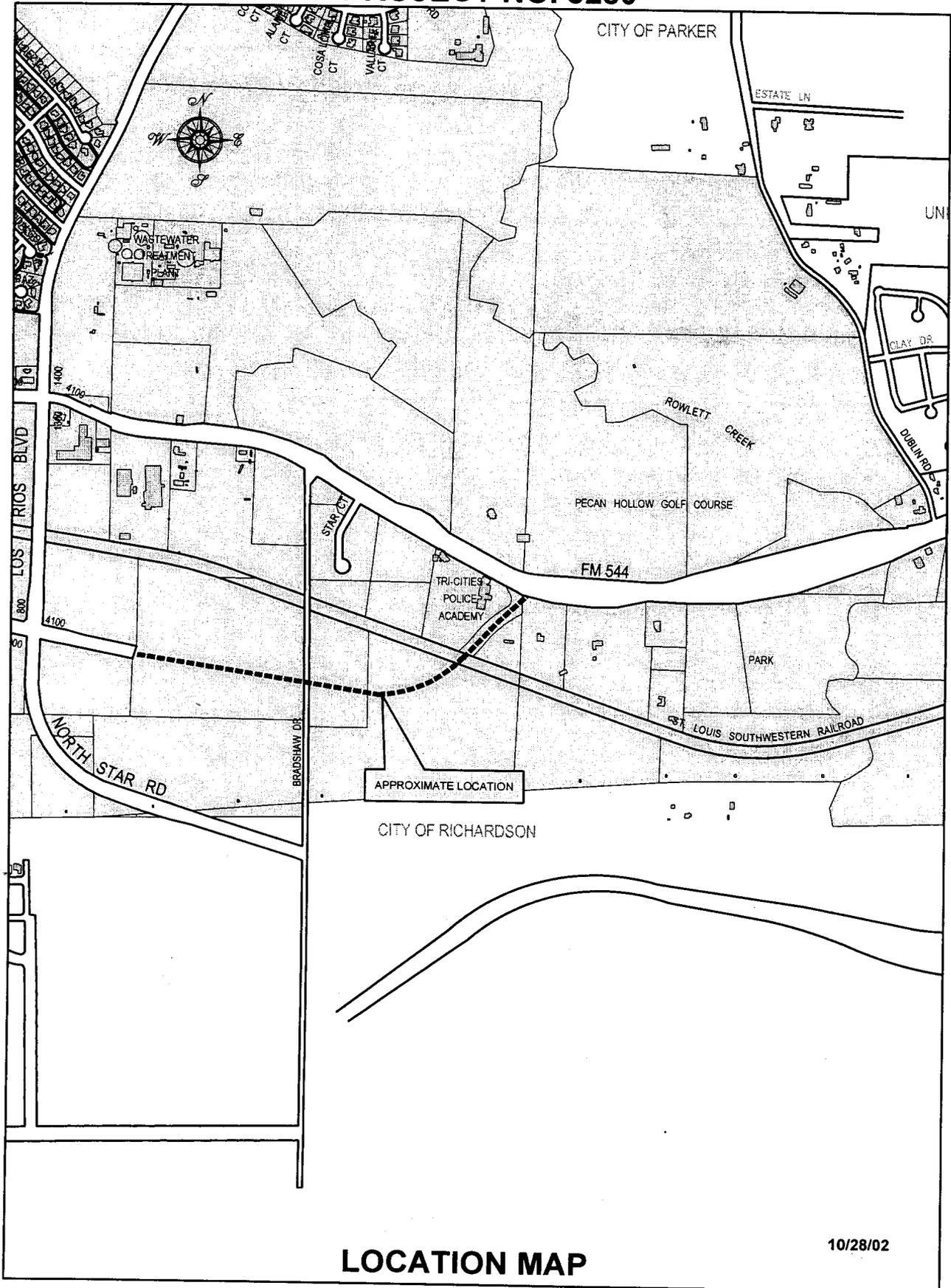
e-2

**BID LIST
FOR
CITY OF PLANO, TEXAS
PLANO PARKWAY EXTENSION
(LOS RIOS BLVD. TO 14TH STREET)**

**PROJECT No. 5280
3:00 PM, FRIDAY, MARCH 25, 2005**

		PAVING & DRAINAGE	WATER	SANITARY SEWER	TOTAL BID
	ENGINEER'S COST ESTIMATE =	\$2,510,000	165,000	\$225,000	\$2,900,000
	<u>BIDDER</u>				
1	Glenn Thurman, Inc.	\$2,583,269.20	\$177,640.25	\$121,868.00	\$ 2,882,777.45
2	Tiseo Paving Co.	\$2,698,819.20	\$177,650.10	\$121,928.70	\$ 2,998,398.00
3	L.H. Lacy Company, LTD.	\$2,717,730.72	\$171,964.46	\$114,178.90	\$ 3,003,874.08
4	Mario Sinacola & Sons Excavating, Inc.	\$2,699,977.71*	\$201,155.00	\$191,986.92	\$ 3,093,119.63*
5	Rodman Paving, Inc.	\$2,964,805.65	\$133,760.24	\$137,166.00	\$ 3,235,731.89
6	Texas Sterling Construction, L.P.	\$2,983,778.23	\$194,205.00	\$194,071.00	\$ 3,372,054.23
7	Austin Bridge & Road, L.P.	\$2,970,202.47*	\$200,260.86	\$232,302.93	\$ 3,402,766.26
8					
9					
	* Corrected Bid Total				

PLANO PARKWAY EXTENSION LOS RIOS BOULEVARD TO 14TH STREET PROJECT NO. 5280



LOCATION MAP

10/28/02

e-3



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable	
Council Meeting Date:	4/11/05		Reviewed by Legal	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable	
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan		Executive Director		
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 3/31/05	
Agenda Coordinator (include phone #):	Glenna Hayes x7247				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award, rejection of Bids/Proposals, Conditional acceptance of Best Value Bid/Proposal for the expansion of City's Retail Tenant Sector Marketing Study in an amount not to exceed \$63,000; and authorizing the City Manager or an executive director to execute any contracts or documents consistent with the terms of this item." (B054-05)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2004-2005	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	60,000	0	60,000
Encumbered/Expended Amount		0		0	
This Item		0	-63,000	0	-63,000
BALANCE		0	-3,000	0	-3,000
FUND(S): GENERAL FUND					
Comments: This item is included in the approved FY 2004-2005 budget. Overage will be covered by savings in the General Fund balance.					
STRATEGIC PLAN GOAL: Providing funds to conduct this marketing study relates to the City's Goal of "Major Business Center".					
SUMMARY OF ITEM					
Staff recommends bid of Buxton Community ID be accepted as the best value bidder meeting specifications for RFP – Expansion of City's Retail Tenant Sector Marketing Study in an amount not to exceed \$63,000. (B054-05)					
List of Supporting Documents: Bid Recap; Memo; Evaluation Matrix			Other Departments, Boards, Commissions or Agencies		

B-1

CITY OF PLANO

BID NO. B054-05 RFP – EXPANSION OF CITY’S RETAIL TENANT SECTOR MARKETING STUDY

BID RECAP

Bid opening Date/Time: January 27, 2005 @ 3:30 pm

Number of Vendors Notified: 333

Vendors Submitting “NO BIDS”: 4

Vendors Non-Responsive to Specification: None

Responsive Bidders:

BUXTON COMMUNITY ID
CHABIN CONCEPTS
INSIGHT RESEARCH
MAPINFO CORPORATION

Glenna Hayes

Glenna Hayes, Buyer

March 28, 2005

Date

f-2

REVISED BASED UPON 3/22/05 INTERVIEWS

	Buxton	Chabin	Insight	MapInfo
	32	24	22	30
	32	30	30	31
	31	30	22	32
	32	28	31	29
TOTAL	127	112	105	122
MEAN	31.75	28	26.25	30.5

f-3

PLANO

ECONOMIC DEVELOPMENT BOARD

DATE: March 29, 2005
TO: Glenna Hayes, Purchasing
FROM: Sally Bane, PEDB
SUBJECT: Expansion of City of Plano's Retail Tenant Sector Marketing Study

In the first quarter of 2005, the Plano Economic Development Board was tasked with expanding the city of Plano's retail sector through the utilization of existing empty retail space. An RFP was distributed and four responses were received for review. An evaluation committee was formed and was comprised of four individuals from the following disciplines: commercial real estate, retail shopping center management, corporate citizen, and economic development.

Each member of the evaluation committee independently reviewed the proposals based on the best value criteria as defined by the RFP. The top two companies were extended an opportunity to interface with the evaluation committee to establish the firm most qualified to meet the RFP's requirements. Upon completion of the team's interviews, Buxton Community ID was identified as the preferred vendor and approached for a "best and final" offer.

The Buxton Company CommunityID proposal is to be performed in two phases. In Phase I, an assessment of retail trade will be performed on three sites within Plano. This assessment will identify distinct geographic zones of customers (psychographic analysis) and specific trade area information including: existing retail, demand for retail goods and services, retail trends, growth plans, community retail goals, and site setting, situation and configuration. In Phase II, one specific site will be further analyzed and retailers identified to create a recruitment package to attract potential tenants. Phase two deliverables include mapping of the trade area, household profile by trade area (including comparisons to specific retailer's target area profiles), and a list of potential retailers.

f-4



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	4/11/05	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>	3-30-05
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	3/30/05
Agenda Coordinator (include phone #): Margie Stephens X4104				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Award, Rejection of Bids/Proposals, Conditional Acceptance of the lowest responsible Bids/ Proposals of the Primary Vendor and an Alternate Vendor for residential pavement repairs on the 2004- 2005 Residential Slab Replacement Project, , Zones 16 & 17 within the City of Plano. Bid No. B097-05.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2004-05	Prior Year (CIP Only)	Current Year	Future Years
Budget		3,169,746	4,080,254	4,000,000
Encumbered/Expended Amount		-3,169,746	-2,778,555	0
This Item		0	-493,555	0
BALANCE		0	808,144	4,000,000
FUND(S): CAPITAL RESERVE & STREET IMPROVEMENT CIP				
COMMENTS: Funds are included in the 2004-05 Capital Reserve and Street Improvement CIP. This item, in the amount of \$493,555, will leave a current year balance of \$808,144 for the Residential Street & Alley Replacement and Barrier Free Ramps projects.				
STRATEGIC PLAN GOAL: Road construction design relates to the City's Goal of Safe, Efficient Travel.				
SUMMARY OF ITEM				
Staff recommends the bid of Jim Bowman Construction Company, L.P. in the amount of \$493,555.00, be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.				
This project involves the replacement of street and alley pavement in the residential areas, bounded by Coit Road on the west, Independence Pkwy on the east, Legacy Dr., on the north and Parker Rd. on the south.				
The secondary vendor being recommended is Ken Do Contracting in the amount of \$713,825.00.				
Engineer's estimate for this project is \$700,000.00.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Bid Tabulation Location Map				

g-1

**CITY OF PLANO
BID TABULATION
B097-05**

**2004-2005 RESIDENTIAL SLAB REPLACEMENT PROJECT
ZONE I6 AND I7
Project No. 5587
Friday, March 18, 2005 @ 3:00 PM**

CONTRACTOR	BID BOND	TOTAL BID
Jim Bowman Construction Co., L.P.	Yes	\$493,555.00
Ken-Do Contracting, L.P.	Yes	\$713,825.00
Jerusalem Corporation	Yes	\$728,600.00

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

Sharron Mason

March 22, 2005

Sharron Mason, Buyer

Date

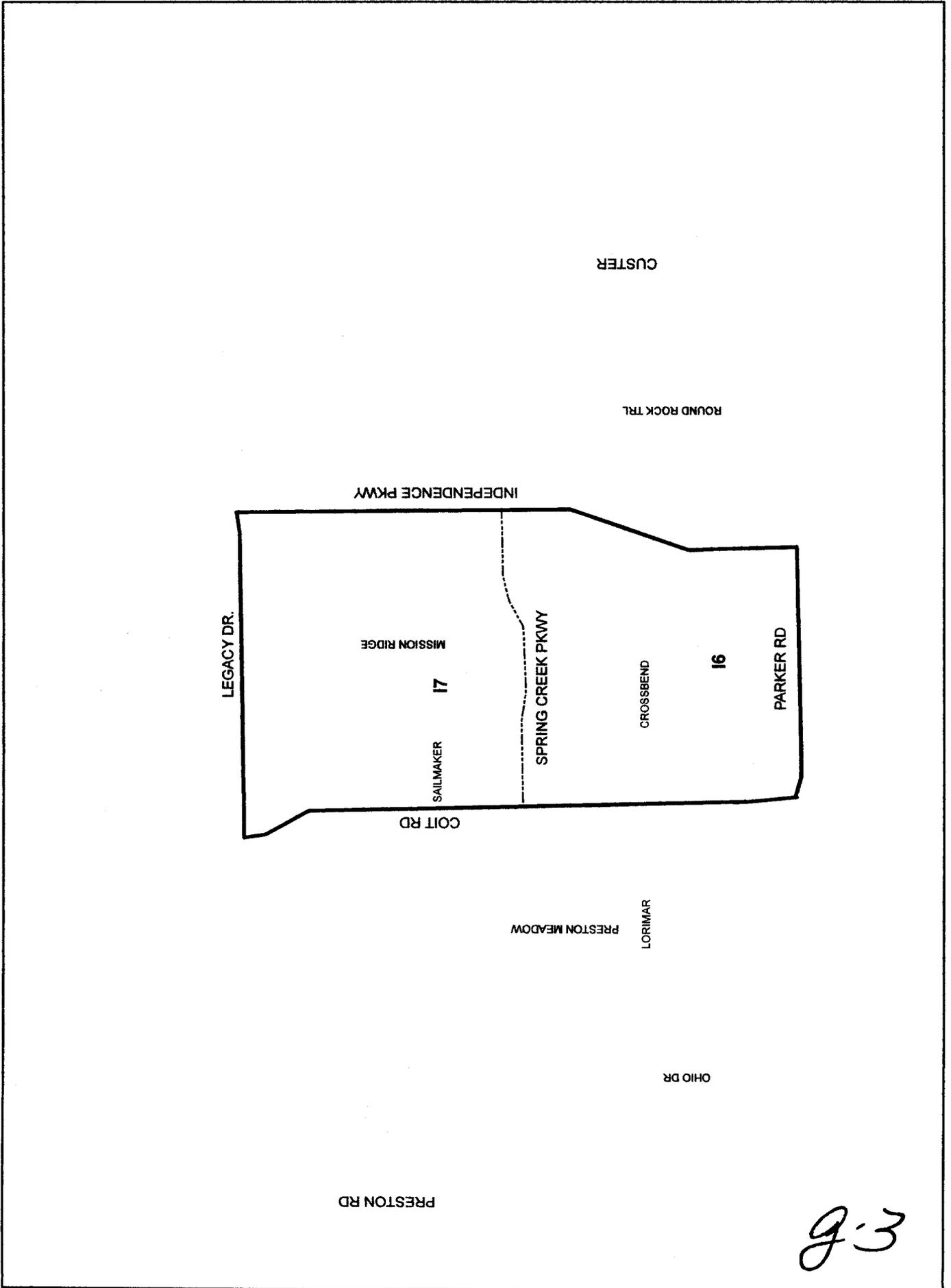
“BID TABULATION STATEMENT”

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

g-2

2004-2005 RESIDENTIAL SLAB REPLACEMENT, ZONE 16 & 17



9.3



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY			Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 4/11/05			Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Parks and Recreation Department			Initials	Date
Department Head	Don Wendell		Executive Director	<i>[Signature]</i>	4-11-05
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	4/11/05
Agenda Coordinator (include phone #): Linda Benoit (7255)					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					

CAPTION

Award/Rejection of Bid/Proposal and Conditional Acceptance of the Lowest Responsible Bid/Proposal and Designation of Alternate Lowest Responsible Bid/Proposal for Park System Trail Repairs (Bid B081-05).

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	161,011	1,401,989	2,155,000	3,718,000
Encumbered/Expended Amount	-161,011	-210,553	0	-371,564
This Item	0	-802,700	0	-802,700
BALANCE	0	388,736	2,155,000	2,543,736

FUND(S): **PARK IMPROVEMENT CIP & CAPITAL RESERVE**

COMMENTS: Funds are included in the 2004-05 Park Improvement CIP & Capital Reserve Fund. This item, in the amount of \$802,700 will leave a current year balance of \$388,736 for the Park Improvements, Trail Repairs, and Pecan Hollow Golf Course projects.

STRATEGIC PLAN GOAL: Park system trail repairs relate to the City's Goals of Livable Neighborhoods and Urban Centers and Premier City for Families.

SUMMARY OF ITEM

Staff recommends that the bid received from American Civil Constructors, Inc. in the amount of \$802,700 be accepted as the lowest responsible conditioned upon timely execution of any necessary contract documents.

The bid of \$802,700 is below the consultant's estimate of \$880,000 and the project budget of \$900,000. The bid of \$802,700 includes the base bid of \$773,900 plus Alternate 1 in the amount of \$28,800. Alternate 1 is for trail repairs along Santa Fe Trail.

The base bid is for trail repairs at Chisholm Trail, Bluebonnet Trail, Hoblitzelle Park Trail, and golf cart path replacement at several locations in Pecan Hollow Golf Course.

American Civil Constructors, Inc. has successfully completed several large park projects for the City.

A-1



**CITY OF PLANO
COUNCIL AGENDA ITEM**

In the event the low bidder cannot execute contract documents, staff recommends that the project be awarded to the second lowest bidder, Northstar Construction Inc. for \$861,800. References of Northstar Construction report good quality construction and performance in a timely manner.

List of Supporting Documents:

Bid Tab

Location Map

Other Departments, Boards, Commissions or Agencies

h-2

**CITY OF PLANO
 BID TABULATION**

B081-05

**PARK SYSTEM TRAIL REPAIRS - PROJECT NO. 5500
 THURSDAY, MARCH 3, 2005 @ 3:00PM**

Contractor	Bid Bond	Addendum #1 Addendum #2	Base Bid	Alt 1
AMERICAN CIVIL CONSTRUCTORS, INC.	YES	YES	\$773,900.00	\$28,800.00
NORTHSTAR CONSTRUCTION, INC.	YES	YES	\$831,000.00	\$30,800.00
JDC CONSTRUCTION	YES	YES	\$844,000.00	\$30,000.00
JESKE CONSTRUCTION CO.	YES	YES	\$879,000.80	\$29,377.40
JIM BOWMAN CONSTRUCTION CO., L.P.	YES	YES	\$898,375.00	\$12,800.00
COLE CONSTRUCTION, INC.	YES	YES	\$960,028.00	\$38,500.00

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

Sharron Mason

Sharron Mason, Buyer

March 4, 2005

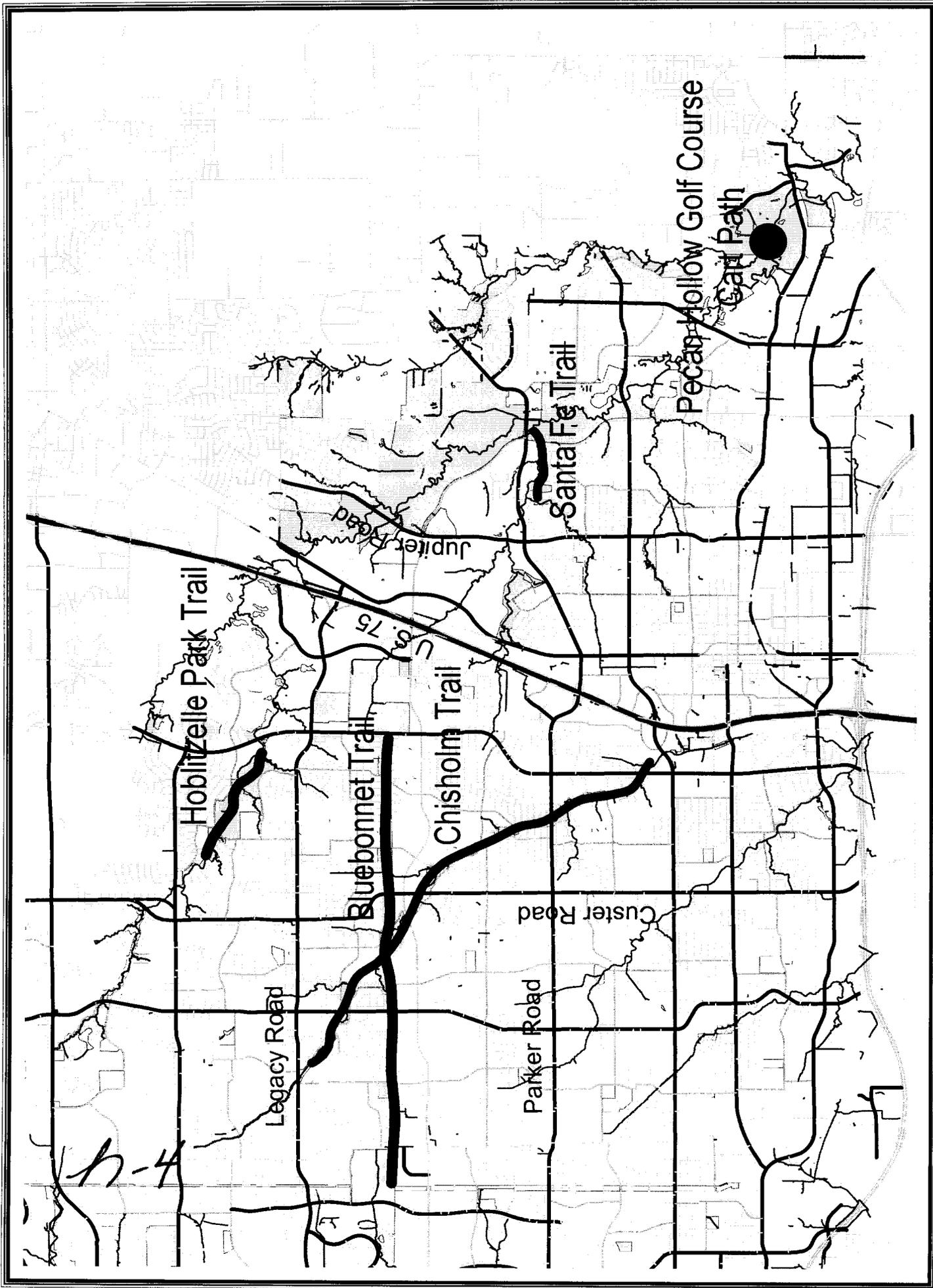
Date

“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

h-13





**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 4/11/05		Reviewed by Legal <i>JK</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Technology Services		Initiated	Date
Department Head	David Stephens	Executive Director	<i>[Signature]</i>	4-1-05
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	4/1/05
Agenda Coordinator (include phone #): Kathy Kargol, 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				
CAPTION				
Request approval of expenditure in an amount of \$60,189.31 for the purchase of network infrastructure equipment to IBM through the Department of Information Resources (DIR); and authorizing the City Manager or his designee to execute all necessary documents to effectuate the purchase. (DIR #SDD-190)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2004-05	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	4,200,000	0
Encumbered/Expended Amount		0	-3,982,558	0
This Item		0	-60,189	0
BALANCE		0	157,253	0
FUND(S): TECHNOLOGY INFRASTRUCTURE FUND (09)				
COMMENTS: Tax Notes provided funding for the Network Infrastructure Rebuild. This item, in the amount of \$60,189, will leave a remaining balance of \$157,253 for the Network Infrastructure Rebuild project.				
STRATEGIC PLAN GOAL: The Network Infrastructure Rebuild relates to the City's Goal of "Service Excellence".				
SUMMARY OF ITEM				
Technology Services recommends Council approve an expenditure of \$60,189.31 to IBM through the Department of Information Resources (DIR) for the purchase of network infrastructure equipment. These servers will provide the City a proxy server for managing Internet traffic and a management console for Instant Messaging. The City is authorized to purchase from the State Contract List pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so satisfies any State Law requiring the local government to seek competitive bids for the items. DIR# SDD-190.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Staff memo				

i-1

2025 RELEASE UNDER E.O. 14176

Memorandum

To: David Stephens, Director of Technology Services

CC:

From: Chester M. Helt, Infrastructure Manager

Date: 3/30/2005

Re: Proxy Server and Instant Messaging Management Console

The equipment included in this agenda item will allow us to build the City's new proxy server to assist in limiting spam from the Internet and to provide the City with a management tool for Instant Messaging. The equipment being purchased under this agenda item will include a total of six new servers to provide redundancy for the application and more reliability to the end user.

We are purchasing this equipment from IBM Direct through the Department of Information Resources, State of Texas and we recommend purchase of this equipment for a not to exceed price of \$ 60,189.31.

i-2



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 4/11/05		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Equipment Services		Initials	Date
Department Head	Karl Henry	Jim Foster	Executive Director	<i>[Signature]</i> 3-31-05
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 3/31/05
Agenda Coordinator (include phone #):		Linda M. Robinson x4180		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PURCHASE OFF EXISTING CONTRACT				
CAPTION				
Authorizing the purchase of three (3) Interstater Type Tractors and one (1) Agricultural Design Tractor in the amount of \$262,923.00. through the H-GAC Cooperative Purchasing Program contract no. GR01-04, awarded to Landmark Equipment Inc., and authorizing the City Manager or his designee to execute any and all documents necessary to effectuate this purchase.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 04/05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	270,000	0	270,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-262,923	0	-262,923
BALANCE	0	7,077	0	7,077
FUND(s): GENERAL FUNDS				
COMMENTS: Funds are included in the FY 2004-05 approved budget for the replacement purchase of these items. The remaining funds will be used for other rolling stock and equipment replacement purchases. STRATEGIC PLAN GOAL: Scheduled equipment replacement relates to the City's Goal of "Service Excellence".				
SUMMARY OF ITEM				
Equipment Services requests the purchase of three Interstater Type Tractors and one Agricultural Design Tractor through the H-GAC Purchasing Program, contract no. GR01-04 awarded to Landmark Equipment Inc. Two Interstater tractors are replacements for 80193 and 97007 for Department 644/Ground Maintenance District #1; Account #01-644-8421; Supplement #00071001, and the other Interstater Tractor and Agricultural tractor units are replacements for 97004 and 80192 for Department 648/Ground Maintenance District #2, Account #01-648-8421; Supplement #00071001, per fiscal year 04/05. These tractors are being purchased for the purpose of maintaining City of Plano's Parks.				
Total combined purchase price for all 4 units is \$262,923.00.				
List of Supporting Documents: Memo, Cover, Requisition/Quote via fax			Other Departments, Boards, Commissions or Agencies	



MEMORANDUM

Date: March 29, 2005
To: Lauren Roberts, Buyer
From: Karl Henry, Equipment Services Manager
Subject: Request to purchase three (3) Interstater Type Tractors and one (1) Agricultural Design Tractor through the H-GAC Cooperative Purchasing Program, Contract No. GR01-04, awarded to Landmark Equipment Inc. as the following:

ITEM 1: One (1) TL 100 Agricultural Utility Tractor w/cab. PO Requisition No. **903312.**
Replacing: 80192 Account: 01-648-8421 Supplement: 00071001

Budgeted Amount:	\$ 45,000.00
Contract Base Price:	\$ 21,507.00
Published Options (Product Code-DBE):	\$ 16,367.00
Unpublished Options: (Discounted)	\$ - 388.28
H-GAC Fee:	\$ 562.28
TOTAL PRICE OF ITEM 1:	\$38,048.00

ITEM 2: One (1) New Holland Interstater Type Tractor w/4-WD. PO Requisition No. **903348.**
Replacing: 80193 Account: 01-644-8421 Supplement: 00071001

Budgeted Amount:	\$ 75,000.00
Contract Base Price (Product Code-FACF):	\$ 82,057.00
Unpublished Options (Mounting Interstater):	\$ 350.00
Minus Discounted Option (Unpublished):	\$ -11,690.00
H-GAC Fee:	\$ 1,108.00
TOTAL PRICE OF ITEM 2:	\$74,975.00

ITEM 3: One (1) New Holland Interstater Type Tractor PO Requisition No. **903349.**
Replacing: 97007 Account: 01-644-8421 Supplement: 00071001

Budgeted Amount:	\$ 75,000.00
Contract Base Price (Product Code-FAAF):	\$ 72,746.00
Unpublished Options:	\$ 4,475.37
Minus Discounted Option (Unpublished):	\$ - 3,379.00
H-GAC Fee:	\$ 1,107.63
TOTAL PRICE OF ITEM 3:	\$74,950.00

J-2

ITEM 4: One (1) New Holland Interstater Type Tractor. PO Requisition No. **903350**.
Replacing: 97004 Account: 01-648-8421 Supplement: 00071001

Budgeted Amount:	\$ 75,000.00
Contract Base Price (Product Code-FAAF):	\$ 72,746.00
Unpublished Options:	\$ 4,475.37
Minus Discounted Option (Unpublished):	\$ - 3,379.00
H-GAC Fee:	\$ <u>1,107.63</u>
TOTAL PRICE OF ITEM 4:	\$74,950.00

COMBINED TOTAL OF ALL 4 ITEMS: \$262,923.00

All four (4) units are scheduled replacements for Department 644/Ground Maintenance #1 and Department 648/Ground Maintenance #2 for fiscal year 2004-05.

If you have any questions please feel free to contact me at extension 4181.

Cc: Jimmy Foster
Jim Fox
Shellene Beach
Diane Palmer
Stephen Teiper

J-3

CITY OF PLANO

03/25/05

Page - 1

P.O. Number 903312 OR

Cost Center 071

Supplier LANDMARK EQUIPMENT INC
1351 SOUTH LOOP 12
IRVING TX 75060

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

Ordered 02/01/05 Freight
Requested 02/01/05 Order Taken By

Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
AGRICULTURAL UTILITY TRACTOR	1	EA	37,485.7200	37,485.72	02/01/05

INVOICE TO FOLLOW

REQUEST TO PURCHASE ONE (1)
MODEL NO. TL-100 AGRICULTURAL UTILITY TRACTOR
WITH CAB. PURCHASE THROUGH THE H-GAC COOPERATIVE
PURCHASING PROGRAM.

CONTRACT NO. GR01-04, AWARDED
TO LANDMARK EQUIPMENT.

REPLACING UNIT 80192; ACCOUNT 01-648-8421/
GROUND MAINT. #2; SUPPLEMENT NO. 00071001.

DOLLAR AMOUNT BUDGETED: \$45,000.00

CONTRACT BASE PRICE: \$21,507.00

PUBLISHED OPTIONS (PRODUCT CODE - DBE): \$16,367.00

UNPUBLISHED OPTIONS: (DISCOUNTED): \$-388.28

H-GAC ADMIN. FEE: \$562.28

TOTAL PRICE OF AGRICULTURAL UTILITY TRACTOR WITH CAB \$74,950.00

REQUISITIONS: 903312, 903348, 903349 AND 903350 ALL TIE
TOGETHER FOR A GRAND TOTAL OF \$262,923.00.

NOTE*ALL FOUR (4) PIECES OF EQUIPMENT ON THESE FOUR
(4) REQUISITIONS ARE SCHEDULED REPLACEMENTS FOR
DEPT. 644/GROUND MAINTENANCE #1 AND DEPT. 648/
GROUND MAINTENANCE #2 FOR FY04/05.

HGAC ADMIN FEE	EA	.0000	562.28	02/01/05
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J-4

Total Order

CITY OF PLANO

03/25/05

Page - 2

P.O. Number
Extended Price

Request
Date

Description	Ordered	UOM	Unit Price	P.O. Number Extended Price	Request Date
TermNet 30 Days				38,048.00	

J-5

CITY OF PLANO

03/25/05

Page - 1

P.O. Number 903348 OR
Cost Center 071

Supplier LANDMARK EQUIPMENT INC
1351 SOUTH LOOP 12
IRVING TX 75060

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

Ordered 03/24/05 Freight
Requested 03/24/05 Order Taken By
Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
INTERSTATER TRACTOR		EA	.0000	73,867.00	03/24/05

INVOICE TO FOLLOW
REQUEST TO PURCHASE ONE (1) FORD
NEW HOLLAND INTERSTATER DESIGN
TRACTOR WITH 4/WD.
REPLACING UNIT 80193,
ACCOUNT #01-644-8421.
GROUND MAINT. #1.
SUPPLEMENT NO. 00071001.
PURCHASE IS THROUGH THE HGAC
COOPERATIVE PURCHASING PROGRAM,
CONTRACT NO. GR01-04, AWARDED TO
LANDMARK EQUIPMENT INC.

DOLLAR AMOUNT BUDGETED: \$75,000.00
CONTRACT BASE PRICE (PRODUCT CODE - FACF): \$82,057.00
UNPUBLISHED OPTIONS (MOUNTING INTERSTATER): \$350.00
UNPUBLISHED OPTIONS: (DISCOUNTED): \$-11,690.00
H-GAC ADMIN FEE: \$1,108.00
TOTAL PRICE \$74,975.00

REQUISITIONS 903312, 903348, 903349 AND 903350 ALL TIE
TOGETHER FOR A TOTAL OF \$262,923.00

NOTE*ALL FOUR (4) PIECES OF EQUIPMENT ON
THESE FOUR (4) REQUISITIONS ARE SCHEDULED REPLACEMENTS
FOR DEPT. 644/GROUND MAINTENANCE #1 AND DEPT. 648/
GROUND MAINTENANCE #2 FOR FY04/05.

J-6

CITY OF PLANO

03/25/05

Page - 2

P.O. Number 903348 OR

Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
HGAC ADMIN FEE		EA	.0000	1,108.00	03/24/05

INVOICE TO FOLLOW

Total Order

TermNet 30 Days

74,975.00

J-7

P.O. Number 903349 OR
Cost Center 071

Supplier LANDMARK EQUIPMENT INC
1351 SOUTH LOOP 12
IRVING TX 75060

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

Ordered 03/24/05 Freight
Requested 03/24/05 Order Taken By
Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
INTERSTATER TRACTOR		EA	.0000	73,842.37	03/24/05

INVOICE TO FOLLOW

REQUEST TO PURCHASE ONE (1)
FORD NEW HOLLAND INTERSTATER
TRACTOR.

PURCHASE THROUGH HGAC COOPERATIVE
PURCHASING PROGRAM, CONTRACT NO.
GR01-04, AWARDED TO LANDMARK EQUIPMENT.

ONE (1) FORD NEW HOLLAND INTERSTATER
TRACTOR. REPLACING UNIT 97007, DEPT. 644.
GRONDS MAINT. #1.

ACCOUNT 01-644-8421.

SUPPLEMENT NO. 00071001.

DOLLAR AMOUNT BUDGETED: \$75,000.00
CONTRACT BASE PRICE (PRODUCE CODE - FAAF): \$72,746.00
UNPUBLISHED OPTIONS: \$4,475.37
UNPUBLISHED OPTIONS: (DISCOUNTED): \$-3,379.00
HGAC ADMIN. FEE: \$1,107.63
TOTAL PRICE \$74,950.00

REQUISITIONS: 903312, 903348, 903349 AND 903350 ALL TIE
TOGETHER FOR A GRAND TOTAL OF \$262,923.00

NOTE*ALL FOUR (4) PIECES OF EQUIPMENT ON THESE FOUR
(4) REQUISITIONS ARE SCHEDULED REPLACEMENTS FOR
DEPT. 644/GROUND MAINTENANCE #1 AND DEPT. 648/
GROUND MAINTENANCE #2 FOR FY04/05.

J-8

CITY OF PLANO

03/25/05

Page - 2

P.O. Number 903349 OR

Description Ordered UOM Unit Price Extended Price Request Date

HGAC ADMIN FEE EA .0000 1,107.63 03/24/05
INVOICE TO FOLLOW

Total Order

TermNet 30 Days

74,950.00

J-9

CITY OF PLANO

03/25/05

Page - 1

P.O. Number 903350 OR
Cost Center 071

Supplier LANDMARK EQUIPMENT INC
1351 SOUTH LOOP 12
IRVING TX 75060

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

Ordered 03/24/05 Freight
Requested 03/24/05 Order Taken By
Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
INTERSTATER TRACTOR		EA	.0000	73,842.37	03/24/05

INVOICE TO FOLLOW
REQUEST TO PURCHASE ONE (1)
FORD NEW HOLLAND INTERSTATER
TRACTOR.
PURCHASE THROUGH HGAC COOPERATIVE
PURCHASING PROGRAM, CONTRACT NO. GR01-04,
AWARDED TO LANDMARK EQUIPMENT.

ONE (1) FORD NEW HOLLAND INTERSTATER
TRACTOR, REPLACING UNIT 97004, DEPT. 648.
GROUND MAINT. #2.
ACCOUNT # 01-648-8421.
SUPPLEMENT NO. 00071001.

DOLLAR AMOUNT BUDGETED: \$75,000.00
CONTRACT BASE PRICE (PRODUCE CODE - FAAF): \$72,746.00
UNPUBLISHED OPTIONS: \$4,475.37
UNPUBLISHED OPTIONS: (DISCOUNTED): \$-3,379.00
HGAC ADMIN. FEE \$1,107.63
TOTAL PRICE \$74,950.00

REQUISITIONS: 903312, 903348, 903349 AND 903350 ALL TIE
TOGETHER FOR A GRAND TOTAL OF \$262,923.00

NOTE*ALL FOUR (4) PIECES OF EQUIPMENT ON THESE FOUR (4)
REQUISITIONS ARE SCHEDULED REPLACEMENTS FOR
DEPT. 644/GROUND MAINTENANCE #1 AND DEPT. 648/
GROUND MAINTENANCE #2 FOR FY04/05.

J-10

CITY OF PLANO

03/25/05

Page - 2

P.O. Number 903350 OR

Description Ordered UOM Unit Price Extended Price Request Date

HGAC ADMIN FEE EA .0000 1,107.63 03/24/05
INVOICE TO FOLLOW

Total Order

TermNet 30 Days

74,950.00

J-11

QUOTE 3AA EAR
 Dept 648 57004



CONTRACT PRICING WORKSHEET
 for MOTOR VEHICLES In The State Of Texas

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.
 The H-GAC fee shall be calculated and shown as a separate line item.

Buying Agency: CITY OF PLANO	Contractor: LANDMARK EQ. CO.
Contact Person: CARL HENRY	Prepared By: RAY WATKINS
Phone: 972-769-4181	Phone: 972-579-9995
City: PLANO	Contract No.: 6R01-04
Date: 3-8-05	Product Code: FAAF

Product Description: **TS115A TRACTOR - w/ ALAMO INTERSTATE**

A. Item Base Unit Price Per H-GAC Contract: **A: 72780**

B. Published Options (Itemize below and attach additional sheet(s) if necessary) **72,746.00**

Code	Description	Cost	Code	Description	Cost
				Subtotal From Additional Sheet(s):	
				Subtotal B:	

C. Unpublished Options (Itemize below and attach additional sheet(s) if necessary)

Code	Description	Cost	Code	Description	Cost
FAAF	TURF TIRES	975.00			
	MOUNTING INTERSTATE	3500.00			
	DOWNSIZE TO TS100A	3379.00			
	TRACTOR 2WD CAB				
				Subtotal From Additional Sheet(s):	

Subtotal C: **1086.00** **1096.39**
 (Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction, the percentage is: **#DIV/0!**)

D. Other Price Adjustments (E.G. Installation, Freight, Delivery, Etc.)

		Subtotal D:

E. Total Cost of Item Before Fee & Non-Equipment Charges (A+B+C+D) **73842.50**

Quantity Ordered **X 1**

Subtotal E: **73842.50**

F. H-GAC Fee Calculation (From Current Fee Tables) **1.5** Subtotal F: **1107.63**

G. Non-Equipment Charges (Trade-In, Extended Warranty, etc.)

		Subtotal G:

Total Purchase Price (E+F+G): **74950.13**

J-12

03/14/2005 15:59 9725797871

Quote 2AA Revision - 3/14/05

Dept - 640 - 80192



Post-It® Fax Note	7671	Date	# of pages
To	Linda	From	LAURIN
Co./Dept.	EQUIPMENT	Co.	
Phone #		Phone #	
Fax #	9727094259	Fax #	

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC fee shall be calculated and shown as a separate line item.

Buying Agency:	CITY OF PLANO	Contractor:	LANDMARK EQUIPMENT
Contact Person:	LAUREN ROBERTS	Prepared By:	RAY WATKINS
Phone:	972.941.7248	Phone:	972-575-9999
Location City, State:	PLANO TEXAS	Contract No.:	GR01-04 *
Date:	03-14-05	Product Code:	DBE
Product Description:	TL 100 TRACTOR - BASE TRACTOR (ROPS)		

A. Item Base Unit Price Per H-GAC Contract:

B. Published Options (Itemize below and attach additional sheet(s) if necessary)

Code	Description	Cost	Code	Description	Cost
DBE	TL100 TRACTOR		5931.00		
DBE	TS100A (BNC210101)		10636.00		
	UTILITY TRACTOR PUMP				
Subtotal From Additional Sheet(s):					21,507

Subtotal B: 16,367.00

C. Unpublished Options (Itemize below and attach additional sheet(s) if necessary)

Code	Description	Cost	Code	Description	Cost
	DISCOUNT	388.28			
DBE	TS100A TRACTOR				
Subtotal From Additional Sheet(s):					388.28

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction, the percentage is:

#DIV/0!

D. Other Price Adjustments (E.G. Installation, Freight, Delivery, Etc.)

Subtotal D:

E. Unit Cost of Item Before Fee & Non-Equipment Charges (A+B+C+D)

Quantity Ordered

37,485.72

X

1

Subtotal E: 37,485.72

F. H-GAC Fee Calculation (From Current Fee Tables)

1.5

Subtotal F: 562.28

G. Non-Equipment Charges (Trade-In, Extended Warranty, etc.)

Subtotal G:

575

H. (Please Type, or Print Legibly)

903312

Total Purchase Price (E+F+G): 38,048.00

Estimated Delivery Date:



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	4/11/95	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing	Initials	Date		
Department Head	Mike Ryan	Executive Director			
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>8/29/05</i>	
Agenda Coordinator (include phone #):		Glenna Hayes x 7074			
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 EXPENDITURE					
CAPTION					
Approval of additional expenditures from existing contract for the purchase of Self Contained Breathing Apparatus Equipment for the 2004 SHSP Grant in a total amount not to exceed \$40,087.13 (C179-00)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2004/2005	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	40,087	0	40,087
Encumbered/Expended Amount		0	0	0	0
This Item		0	-40,087	0	-40,087
BALANCE		0	0	0	0
FUND(S): GRANT FUNDS 2004 SHSP GRANT (577)					
Comments: This item approves the purchase of additional SCBA equipment for the Fire Department from an existing contract with Four Alarm Fire Equipments. Expenditures will be made from the 2004 SHSP Grant within the approved grant award.					
STRAGIC PLAN GOAL: SCBA equipment for the Fire Department relates to the City's Goal of "Service Excellence"					
SUMMARY OF ITEM					
Staff recommends approval of additional expenditure from MES Four Alarm Fire Equipment Company be approved for purchase of Self Contained Breathing Apparatus Equipment in the amount not to exceed \$40,087.13 from the 2004 SHSP Grant. (C179-00)					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input 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: 4/11/05		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Parks and Recreation Department			Initials	Date
Department Head	Don Wendell			Executive Director	<i>[Signature]</i> 4-1-05
Dept Signature:	<i>[Signature: Don Wendell]</i>			City Manager	<i>[Signature]</i> 4/11/05
Agenda Coordinator (include phone #):		Linda Benoit (7255)			

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

CAPTION

Authorizing the purchase of a restroom building and construction at Cheyenne Park in the amount of \$161,812 from ROMTEC through TXMAS Contract #5-56030 and authorizing the City Manager or his designee to execute any and all documents necessary to effectuate the purchase.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	641,914	648,086	600,000	1,890,000
Encumbered/Expended Amount	-641,914	-473,276	0	-1,115,190
This Item	0	-161,812	0	-161,812
BALANCE	0	12,998	600,000	612,998

FUND(S): **CAPITAL RESERVE**

COMMENTS: Funds are included in the 2004-05 Capital Reserve Fund. This item, in the amount of \$161,812 will leave a current year balance of \$12,998 for the Athletic Fields Renovation project.

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

SUMMARY OF ITEM

Staff recommends the purchase and construction of a restroom building at Cheyenne Park. This facility will replace the original restroom which was destroyed by arson in 2004. The restroom building is purchased from the Texas Multiple Purchase Awards Schedule (TXMAS) contract 5-56030 and will be installed by ROMTEC. ROMTEC sells various pre-engineered buildings, including restroom facilities. Construction standards are equivalent to existing park restrooms; however, the City does not have to develop architectural/engineering plans.

The new facility provides more toilet facilities than the previous structure.

e-1



CITY OF PLANO COUNCIL AGENDA ITEM

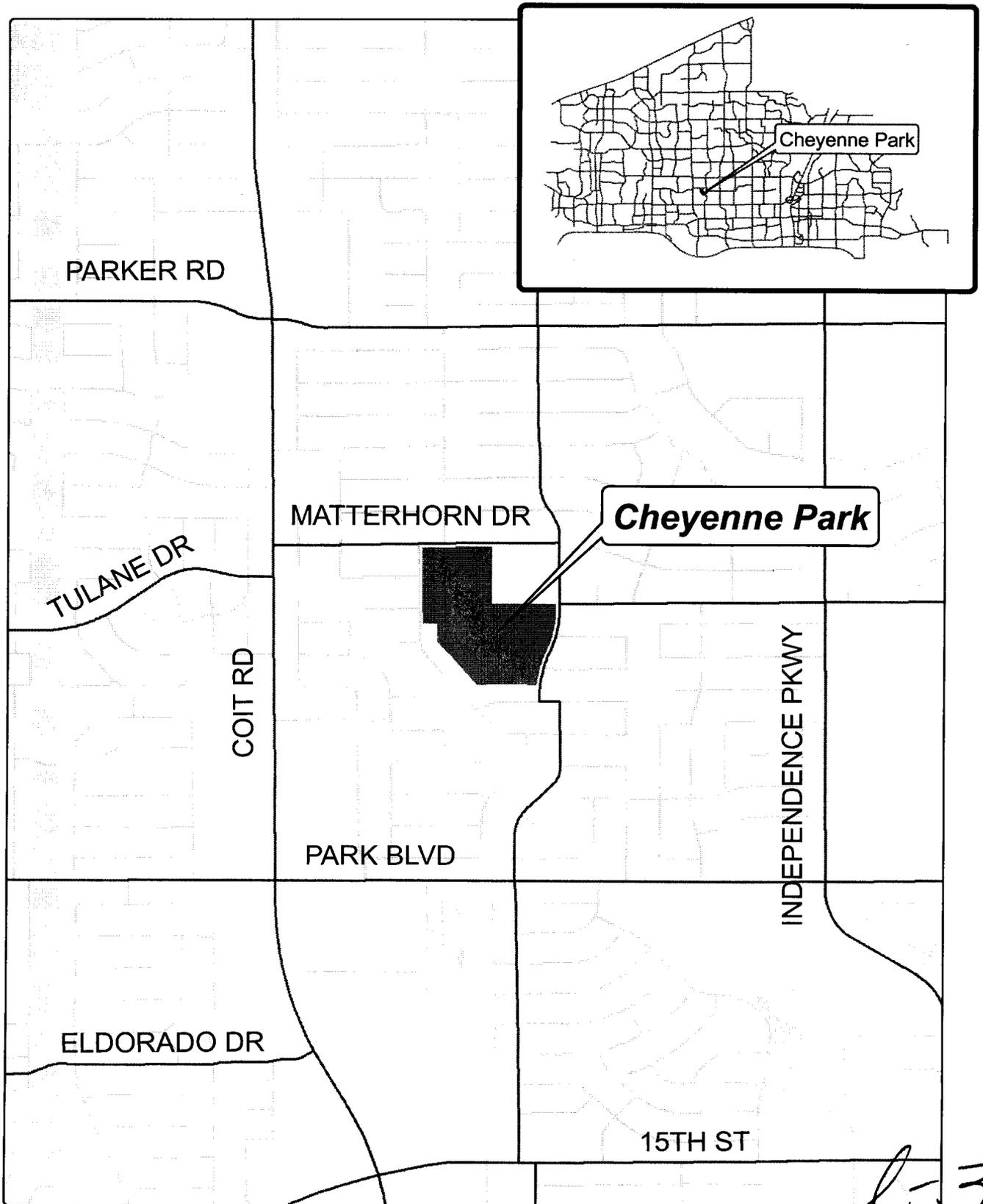
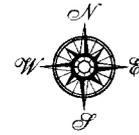
The City is authorized to purchase from the State Contract list pursuant to Section 271, Subchapter D for the Local Government Code and by doing so satisfies any state law requiring local governments to seek competitive bids for items. (TXMAS Contract #5-56030)

List of Supporting Documents:
Location Map

Other Departments, Boards, Commissions or Agencies

l-2

CHEYENNE PARK LOCATION MAP



l-3



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 4/11/05		Reviewed by Legal <i>[Signature]</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Engineering		Initials	Date	
Department Head	Alan L. Upchurch		Executive Director <i>[Signature]</i>	4/11/05	
Dept Signature:	<i>[Signature]</i>		City Manager <i>[Signature]</i>	4/11/05	
Agenda Coordinator (include phone #): Pegues (7198)		(Project No. 5580)			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input type="checkbox"/> APPROVAL OF BID <input checked="" type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					

CAPTION

Approval and authorization for the selection of TranSystems Corporation Consultants to provide Professional Engineering Services for an amount not to exceed \$151,620.00 in connection with the design of Parker Road Estates Water Rehabilitation and authorizing the City Manager or his designee to execute all necessary documents to effectuate this contract.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	-151,620	0	-151,620
BALANCE	0	-151,620	0	-151,620

FUND(S): **WATER CIP**

COMMENTS: This item, in the amount of \$151,620, was not included in the original budget. Funds are included in the 2004-05 Water CIP, and the overage will be funded through savings and reallocation from the Parkwood Tank Line project.

STRATEGIC PLAN GOAL: This item relates to the City's Goals of Safe, Livable Neighborhoods.

SUMMARY OF ITEM

This agreement with TranSystems Corporation Consultants is for plans and specifications for the Parker Road Estates Water Rehabilitation project.

The contract fee is for \$151,620.00 and is detailed as follows:

\$107,900.00 Engineering
 27,740.00 Surveying
 15,980.00 Construction services

\$151,620.00 Total

Funding is available from the Water Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$1,543,000.00.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Engineering Services Agreement Location Map	N/A

M-1

PARKER ROAD ESTATES WATER REHABILITATION

PROJECT NO. 5580

ENGINEERING 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 **TRANSYSTEMS CORPORATION CONSULTANTS**, a **MISSOURI** Corporation licensed to do business in Texas, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **PARKER ROAD ESTATES WATER REHABILITATION** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering 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 Engineer

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

II. Scope of Services

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

M-2

III. Schedule of Work

The Engineer 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 Engineer, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

VII. Indemnity

Engineer 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 Engineer and to the extent caused by the negligent act or omission or intentional wrongful act or omission of Engineer, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Engineer is legally responsible (hereinafter "Claims"). Engineer 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 Engineer 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 Engineer's obligation to defend City or as a waiver of Engineer's obligation to indemnify City pursuant to this Agreement. Engineer 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 Engineer fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Engineer shall be liable for all costs incurred by City.

VIII. Independent Contractor

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

IX. Assignment and Subletting

The Engineer 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 Engineer 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 Engineer from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

The Engineer agrees that at any time during normal business hours and as often as City may deem necessary, Engineer 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.

M-4

The Engineer 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 Engineer shall execute the affidavit shown in Exhibit "E". Engineer understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer 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, Engineer 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 Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

XIV. Complete Contract

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

XV. Mailing of Notices

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

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

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

TranSystems Corporation Consultants
Garry D. Kraus
3010 LBJ Freeway #990
Dallas TX 75234

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.

M-6

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

City and Engineer, 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.

**TRANSYSTEMS CORPORATION
CONSULTANTS**

A Missouri Corporation licensed to do
business in Texas

DATE: _____

BY: _____

Raul Peña, P.E.
Executive Vice President

CITY OF PLANO, TEXAS

DATE: _____

BY: _____

Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

M-8

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, _____, by **RAUL PEÑA, P.E., EXECUTIVE VICE PRESIDENT**, of **TRANSYSTEMS CORPORATION CONSULTANTS**, a **MISSOURI** corporation licensed to do business in 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

M-9

**EXHIBIT A
SCOPE OF SERVICES**

PARKER ROAD ESTATES WATER REHABILITATION

PROJECT NUMBER 5580

PROJECT DESCRIPTION:

The design and preparation of construction plans for the replacement of the existing water mains and appurtenances along the following streets within the City of Plano:

- Cross Bend Road – 1100 feet of 8" main from Independence Parkway to Riverview Drive
- Cross Bend Road – 1500 feet of 8" main from Timberlake Drive to Custer Road
- Bluff Meadow Trail – 550 feet of 8" main from Deep Valley Trail to Cross Bend Road
- Deep Valley Trail – 3500 feet of 8" main from West Parker Road to Roundrock Trail
- Deep Valley Court – 190 feet of 6" main from Deep Valley Trail
- Winfield Drive – 1140 feet of 8" main from Roundrock Trail to Winterstone Drive
- Winterstone Drive – 1400 feet of 8" main from Roundrock Trail to Winfield Drive
- Glen Forest Lane – 500 feet of 8" main from Landershire Lane to Silver Stone Drive
- Covington Lane – 1550 feet of 6" and 8" main from Timberlake Drive to Cross Bend Road (including Covington Lane Cul-De-Sac)
- Encanto Court – 350 feet of 6" main from Cross Bend Drive
- Bainbridge Court – 270 feet of 6" main from Cross Bend Drive
- Mystery Circle – 200 feet of 6" main from Cross Bend Drive

BASIC SERVICES:

A. Research and Data Collection –

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.

M-10

B. Design Survey –

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
3. Tie right-of-way lines and corners, property lines and corners, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. T.U. Elec., GTE Telephone, Lone Star Gas, Etc.).
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
5. Perform field surveying to establish ground control.
6. When underground utilities are exposed, tie to project control baseline.
7. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

C. Preliminary Design –

1. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:
 - Cover sheet.
 - Quantity sheet.
 - Typical sections and detail sheets.
 - Both existing and proposed top of curb elevations shall be shown for the curb line adjacent to the water main.
 - Water plan & profile sheets. Scale 1" = 20' (profile for curb only).
 - Plan & profile of water main crossings of Independence Parkway, Custer Road and West Parker Road to tie to existing main in medians.
 - SWPPP sheets meeting EPA and City of Plano requirements. Scale 1" = 40'.
 - Traffic Control sheet for work on Independence Parkway, Custer Road and West Parker Road.

Information required will be combined on sheets if the information can be clearly shown when approved by the City of Plano project manager.

2. Phasing plan – prepare a phasing plan either as a written description or as an additional drawing.
3. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.

4. Prepare outline of any special technical specifications needed for the project (if any).
5. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
6. Submit three sets of preliminary plans, outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
7. Meet with City of Plano staff to discuss comments on preliminary plans, specifications and cost estimates.
8. Distribute the preliminary plans and proposed schedule for bidding and start of construction to local utility companies to obtain information regarding impacts to their facilities. Copy City of Plano with all correspondence with franchise utilities.

D. Final Design –

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Finalize construction plans for proposed improvements.
4. Finalize special technical specifications and special conditions (if any).
5. Incorporate standard details into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare final construction cost estimates.
7. Submit one set of pre-final plans, special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
8. Incorporate City final comments into the plans and bid documents.
9. Submit three sets of final blue line prints, three bound copies of the bid documents and one unbound original bid document set to the City of Plano.
10. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities. Copy City of Plano with all correspondence with franchise utilities.

E. Bid Phase Services –

1. Assist City staff in advertising for bids.
2. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
3. Furnish plans and bid documents for up to four plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
4. Prepare and distribute addenda to bid documents as necessary.
5. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.

6. Provide bid tabulation to the City of Plano within four working days of the bid letting.
7. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
8. Assist City staff in a pre-construction conference.
9. Furnish thirteen sets (full size) and two half sizes of final construction plans and six sets of the contract documents manual to the City for construction.

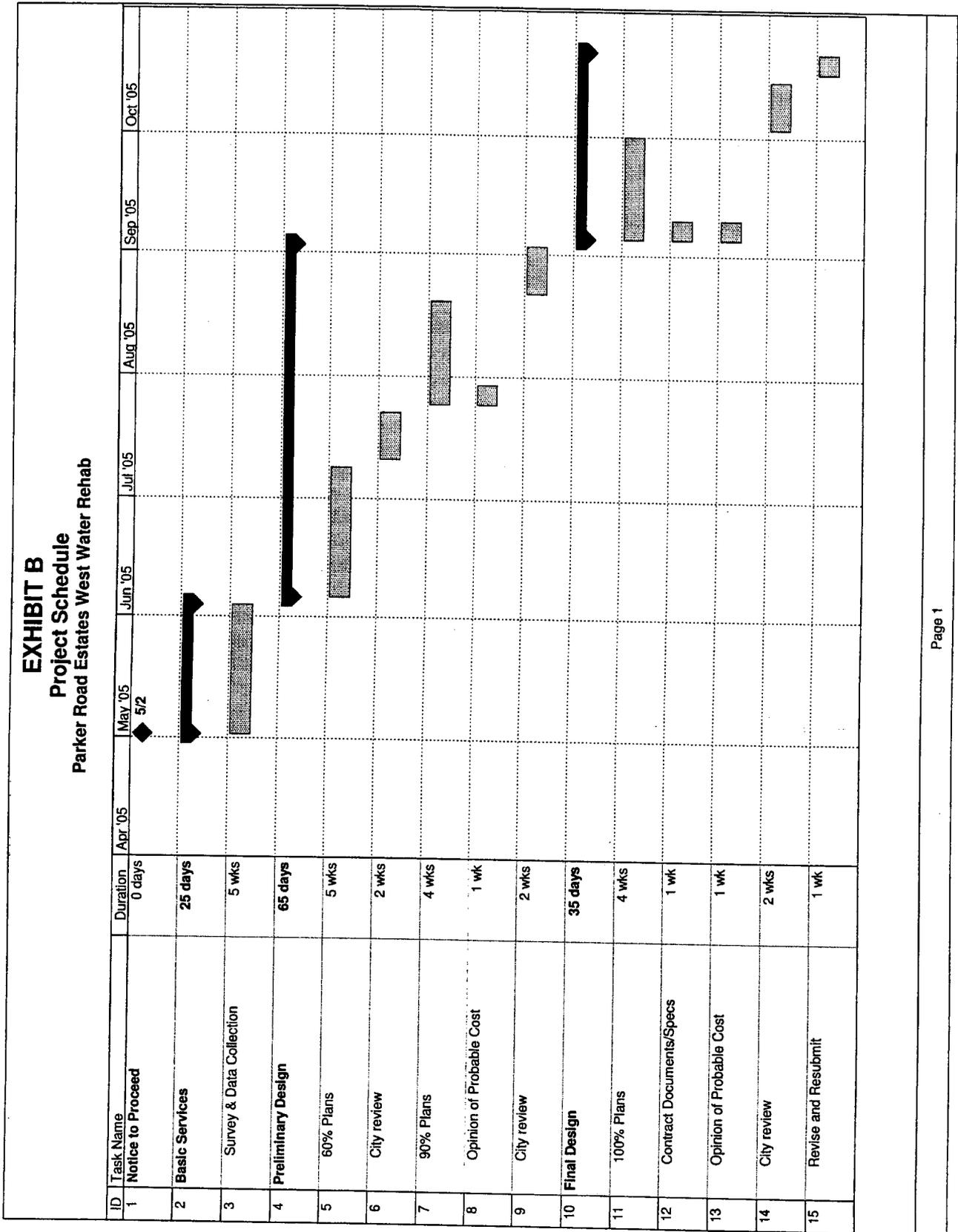
F. Construction Administration –

1. Provide review of contractor submittals for materials.
2. Provide written responses to requests for information or clarifications.
3. Utilizing City and Contractor construction record information, prepare one set of black line 24" x 36" drawings (with "record drawing" stamp) and CD ROM disk containing scanned images of the 24" x 36" final "record drawing" black-line drawings. The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

G. Construction Control Survey –

1. Set vertical control stakes for construction at 500' intervals for each location, or a minimum of one at each end of water line in the project.
2. Set horizontal control stakes for construction including PI's, OC's and PT's for each water line.

EXHIBIT B
Project Schedule
Parker Road Estates West Water Rehab



M-14

EXHIBIT 'C'

Preliminary Fee Breakdown

Parker Rd Estates West Water Rehab - City of Plano, TX

TASK	E5	E4	E3	E1	T4	T3	T1	C2	RPLS	TECH	GPS Crew	2 Man Crew	3 Man Crew	Total
	\$180.00	\$140.00	\$115.00	\$70.00	\$95.00	\$70.00	\$50.00	\$40.00	\$110.00	\$75.00	\$180.00	\$100.00	\$135.00	
Basic & Special Services														
A. Research and Data Collection														
Meet with City		4	6											\$ 1,250.00
Obtain design criteria, plans, etc.			8											\$ 920.00
Conduct on-site review and walk through		8	10						B					\$ 3,150.00
Sub-Total														\$ 5,320.00
B. Survey														
Establish horizontal & vertical control			4						10	20	10	20		\$ 6,680.00
Topographic and ROW survey			4						20	70	20	80		\$ 18,650.00
Utility contacts									2	8		4		\$ 1,680.00
Markings														\$ 750.00
Sub-Total														\$ 27,740.00

Preliminary Design

Cover															\$ 1,220.00
Index & Location Map			4		8										\$ 1,980.00
General Notes			4		10			10							\$ 1,810.00
SWPPP			10		20										\$ 3,050.00
Quantity			16		16										\$ 3,360.00
Typical Section			4		8										\$ 2,440.00
Horizontal Control			8		16										\$ 28,600.00
Water Plan & Profile			100		160										\$ 12,200.00
Traffic Control/Construction Phasing			40		40										\$ 7,020.00
Details			28		40										\$ 2,300.00
Opinion of Probable Cost			20												\$ 1,150.00
Utility Coordination			10												\$ 1,020.00
Meet with City		4	4												\$ 1,020.00
Sub-Total															\$ 67,370.00

Final Plans, Specifications, and Estimate

Cover															\$ 610.00
Index & Location Map			2		4										\$ 890.00
General Notes			2		4										\$ 930.00
SWPPP			4		8			8							\$ 1,220.00
Quantity			8		8										\$ 1,680.00
Typical Section			2		4										\$ 610.00
Horizontal Control			4		8										\$ 1,220.00
Water Plan & Profile			32		48										\$ 4,860.00
Traffic Control/Construction Phasing			16		24										\$ 2,740.00
Details			4		8										\$ 920.00
Opinion of Probable Cost			16		16										\$ 1,020.00
Utility Coordination			8		8										\$ 3,400.00
Meet with City		4	4												\$ 1,020.00
Contract Documents/Specifications			24					16							\$ 3,400.00
Sub-Total															\$ 31,060.00

Bid Phase Services

Assist City in advertising for bids															\$ 1,150.00
Provide bid tabulation								6							\$ 930.00
Pre-construction meeting		4	4												\$ 1,020.00
Sub-Total															\$ 3,100.00

7M-15

EXHIBIT "D"
ENGINEERING

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 Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer 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 Engineer 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 Engineer 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 Engineer'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 Engineer 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 Engineer 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 Engineer 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 Engineer, and the Engineer 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 Engineer. Engineer may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

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

- 2.1 The Engineer 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 Engineer 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 Engineer 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

M-19

ENGINEERING

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

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

Name of Engineering Firm

By: _____
Signature

(Print Name)

Title

Date

STATE OF TEXAS §
§
COUNTY OF _____ §

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

Notary Public, State of Texas

M-22



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 04/11/05		Reviewed by Legal <i>[Signature]</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	4/11/05
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	4/11/05
Agenda Coordinator (include phone #): Pegues (7198) <i>[Signature]</i>		(Project No. 5507)		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input checked="" type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Approval and authorization for the selection of Pacheco Koch Consulting Engineers, Inc. to provide Professional Engineering Services for an amount not to exceed \$117,240 in connection with the design of the Midway Road Widening (Parker Road to Spring Creek Parkway) and authorizing the City Manager or his designee to execute all necessary documents to effectuate this contract.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	200,000	1,700,000	1,900,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-117,240	0	-117,240
BALANCE	0	82,760	1,700,000	1,782,760
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are included in the 2004-05 Street Improvement CIP. This item, in the amount of \$117,240, will leave a current year balance of \$82,760 for the Midway Road – Parker Road to Spring Creek Parkway project.				
STRATEGIC PLAN GOAL: Road construction design relates to the City's Goal of Safe, Efficient Travel.				
SUMMARY OF ITEM				
This agreement with Pacheco Koch Consulting Engineers, Inc. is for engineering design for the widening of Midway Road from four lanes of median divided roadway to six lanes of median divided roadway from Parker Road to Spring Creek Parkway to include right-turn lane improvements at Windhaven Parkway and also at Spring Creek Parkway.				
The contract fee is for \$117,240 and is detailed as follows:				
Research and Right-of-Way Requirements	\$	3,440		
Design Survey	\$	15,420		
Design Services	\$	85,150		
Bid Phase Services	\$	3,245		
Construction Admin. and Layout Survey	\$	7,415		
Right-of-Way & Easement Field Notes	\$	2,570		
TOTAL	\$	117,240		
Funding is available from the Street Improvement Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$1,872,000.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Engineering Services Agreement Location Map		N/A		

MIDWAY ROAD WIDENING (PARKER ROAD TO SPRING CREEK PARKWAY)

PROJECT NO. 5507

ENGINEERING 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 **PACHECO KOCH CONSULTING ENGINEERS, INC.**, a **TEXAS** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **MIDWAY ROAD WIDENING (PARKER ROAD TO SPRING CREEK PARKWAY)** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering 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 Engineer

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

II. Scope of Services

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

77-2

III. Schedule of Work

The Engineer 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 Engineer, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

VII. Indemnity

Engineer 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 Engineer and to the extent caused by the negligent act or omission or intentional wrongful act or omission of Engineer, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Engineer is legally responsible (hereinafter "Claims"). Engineer 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 Engineer 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 Engineer's obligation to

defend City or as a waiver of Engineer's obligation to indemnify City pursuant to this Agreement. Engineer 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 Engineer fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Engineer shall be liable for all costs incurred by City.

VIII. Independent Contractor

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

IX. Assignment and Subletting

The Engineer 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 Engineer 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 Engineer from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

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

The Engineer 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 Engineer shall execute the affidavit shown in Exhibit "E". Engineer understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer 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, Engineer 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 Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

XIV. Complete Contract

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

XV. Mailing of Notices

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

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

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

Erik Hauglie
Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expressway, #1000
Dallas TX 75206

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

City and Engineer, 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.

**PACHECO KOCH CONSULTING
ENGINEERS, INC.**
A Texas Corporation

DATE: _____

BY: _____
Mark A. Pacheco, P.E.
President

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

71-7

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, _____, by **MARK A. PACHECO, P.E., PRESIDENT**, of **PACHECO KOCH CONSULTING ENGINEERS, 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 _____, _____, 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

71-8

EXHIBIT A

SCOPE OF SERVICES

**MIDWAY ROAD WIDENING
(PARKER ROAD TO SPRING CREEK PARKWAY)
PROJECT NUMBER 5507
CIP NUMBER 33-31399**

PROJECT DESCRIPTION:

Provide design services and construction plan preparation for the widening of Midway Road to a six lane median divided roadway from the intersection with Parker Road to the intersection with Spring Creek Parkway (Approximately 1.5 miles). The widening will occur within the existing medians. Plans will be prepared using digital aerial photography, orthographically corrected and digitally formatted to produce 1"=20' scale construction documents. The base mapping will be tied horizontally; however there will be no vertical control (with the exception of the right turn lane and any pavement alignment improvements).

Pavement removal and replacement will be required on southbound Midway Road just south of Windhaven Parkway and on northbound Midway Road just south of Spring Creek Parkway to correct lane and curb alignment problems.

The project will also include the addition of trees and an irrigation system within the existing median, the relocation of storm drain facilities at new right turn lane locations, repair of damaged existing pavement areas adjacent to the widening, and the addition of right turn lanes at the following locations:

- Northbound, southbound, eastbound and westbound Windhaven Parkway at Midway Road.
- Northbound, eastbound and westbound Spring Creek Parkway at Midway Road.

BASIC SERVICES:

A. Research and Data Collection –

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.

B. Design Survey –

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Perform field surveying to establish ground control for the aerial photography of the project area.
3. Perform aerial flight for photography of project area.
4. Establish horizontal and vertical project control monumentation.
5. Tie right-of-way lines, easement lines, property lines and corners to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. TXU Elec., Verizon Telephone, TXU Gas, Comcast CATV, etc.).
6. Vertical topographic information tying pavement, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed for the right turn lanes and the pavement alignment corrections within the project areas for the design.
7. When underground utilities are exposed, tie to project control baseline.
8. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

C. Right-of-way and Easement Requirements –

1. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project (if any). Submit to the City of Plano as soon as possible and prior to the preliminary plan submittal.
2. Meet with the City of Plano Staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.

D. Preliminary Design –

1. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:
 - Cover sheet.
 - Project layout control sheet(s). Scale 1"=100'.
 - Quantity sheet.
 - Typical sections and detail sheets.
 - Construction phasing and temporary traffic control sheets, including temporary traffic signals if needed. Scale 1"= 40'.
 - Paving plan sheets for street widening. Use screened aerial photos. Scale 1"=20'
 - Paving plan sheets for new right turn lanes. Scale 1"=20'.
 - SWPPP sheets meeting TCEQ and City of Plano requirements. Scale 1"=40'.
 - Landscape and irrigation plan sheets. Scale 1"= 40'.
 - Final buttoning and signage plan sheets. Scale 1"=40'.

- Traffic signal plans. Scale 1"= 40'.

Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Plano project manager.

2. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities. Submit copies of correspondence to the City for its records.
3. Landscaping base sheets shall be submitted with the preliminary plan set. The City will provide the median landscaping layout for the project and return this to the consultant with the preliminary plan review comments.
4. Prepare a list of any special technical specifications needed for the project (if any).
5. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
6. Submit four sets of preliminary plans, list of special technical specifications and preliminary statement of probable construction cost to the City for review.
7. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications list and cost estimates.
8. Distribute the preliminary plans and proposed schedule for bidding and start of construction to local utility companies to obtain information regarding impacts to their facilities. Submit copies of transmittal letters to the City for its records.

E. Final Design –

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Show location of traffic signal bases, pull boxes and conduit on paving plans.
4. Show relocation of street light bases, pull boxes and conduit on paving plans based on City design.
5. Show locations of median landscaping on landscaping plan sheets based on City design. Design irrigation system for new landscaping in accordance with City specifications and details.
6. Finalize construction plans for proposed improvements.
7. Finalize special technical specifications and special conditions (if any).
8. Incorporate standard details into the construction plans and prepare additional details as required.
9. Take off final construction quantities and prepare final construction cost estimates.
10. Submit three sets of pre-final plans, special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review. Previous review comment markups shall be returned with this submittal.
11. Incorporate City final comments into the plans and bid documents.
12. Submit three sets of final black line prints, three bound copies of the bid documents and one unbound original bid document set to the City of Plano.

13. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities. Submit copies of transmittal letters to the City for its records.

F. Bid Phase Services –

1. Assist the City staff in advertising for bids.
2. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors.
3. Maintain a list of plan holders including name, address, phone number, fax number, and e-mail (if available).
4. Furnish plans and bid documents for up to eight plan review rooms. List of plan rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms, if requested.
5. Prepare and distribute addenda to bid documents as necessary.
6. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
7. Provide bid tabulation to the City of Plano within four working days of the bid letting.
8. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.

G. Construction Administration –

1. Assist City staff in a pre-construction conference.
2. Furnish thirteen sets of final construction plans and six sets of the contract documents manual to the City for construction.
3. Provide written responses to requests for information or clarifications.
4. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one black line set to the City and a CD-ROM disk containing scanned images of the 24" x 36" final "as constructed" black line drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

H. Construction Control Survey –

1. Set vertical control stakes for construction at 500' intervals, or a minimum of one at each end of the project areas for the right turn lanes and alignment correction paving.

SPECIAL SERVICES:

A. Right-of-Way Parcel and Surveying –

1. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for right-of-way on a per tract basis. Deliver three (3) approved, signed and sealed originals to the City. Proposal fee to be based upon one parcel. Set new iron pins at all new corners, PC's of new right-of-way.

B. Easement Parcel –

1. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for temporary construction easements on a per tract basis. Deliver three (3) approved, signed and sealed originals to the City. Proposal fee to be based upon one parcel.

**EXHIBIT B
CIVIL DESIGN SCHEDULE - MIDWAY ROAD WIDENING**

Activity	Duration (Working Days)	Accumulated Time (Working Days)	Projected Date	Actual Date
Notice to Proceed	0	0		
30% Preliminary Plans/Survey	20	20		
Preliminary Design	20	40		
City First Review	20	60		
Final Design & Prepare Bid Documents & Technical Specs.	20	80		
City Second Review	20	100		
Revise Final Plans & Specifications	10	110		
Receive Completed Plans & Bid Documents	0	110		
Assemble Bid Documents	5	115		
City Final Review	5	120		
Advertise for Bids	12	122		
Receive Bids	13	135		
Recommendation	1	136		
Prepare Council Agenda	5	141		
Council Award	8	149		
Prepare/Execute Contract	30	179		
Schedule Pre-Construction	9	188		
Notice to Proceed	10	198		
Construction	180	378		

* A working day is defined as Monday Through Friday excluding City holidays.

71-14

EXHIBIT C

PAYMENT SCHEDULE

(All fees T & M not to exceed without prior approval)

**MIDWAY ROAD WIDENING
(PARKER ROAD TO SPRING CREEK PARKWAY)
PROJECT NUMBER 5507, CIP NUMBER 33-31399**

BASIC SERVICES:

A. Research and Data Collection	= \$	2,500.00
B. Design Survey	= \$	15,420.00
C. Right-of-Way and Easement Requirements	= \$	940.00
D. Preliminary Design	= \$	50,780.00
E. Final Design	= \$	34,370.00
F. Bid Phase Services	= \$	3,245.00
G. Construction Administration	= \$	4,015.00
H. Construction Control Survey	= \$	3,400.00
<i>TOTAL BASIC SERVICES FEE</i>		<i>\$ 114,670.00</i>

SPECIAL SERVICES:

A. Right-of-Way Parcel and Surveying (Per Tract Basis)	= \$	1,525.00
B. Easement Parcel (Per Tract Basis)	= \$	1,045.00
<i>TOTAL</i>		<i>\$ 117,240.00</i>

71-15

EXHIBIT C (Continued)

BASIC SERVICES FEE ESTIMATE

MIDWAY ROAD WIDENING
(PARKER ROAD TO SPRING CREEK PARKWAY)
PROJECT NUMBER 5507, CIP NUMBER 33-31399

	<u>HOURS</u>	<u>RATE</u>	<u>COST</u>
BASIC SERVICES:			
A. Research and Data Collection			
Principal	1.5	\$ 200.00/Hr.	\$ 300.00
Project Manager	4.0	\$ 125.00/Hr.	\$ 500.00
Engineer-in-Training	6.0	\$ 80.00/Hr.	\$ 400.00
Research Assistant	6.0	\$ 50.00/Hr.	\$ 300.00
Traffic Project Manger	4.0	\$ 130.00/Hr.	\$ 520.00
Traffic Engineer	4.0	\$ 100.00/Hr.	\$ 400.00
		TOTAL	\$ 2,500.00
B. Design Survey			
Principal	1.5	\$ 200.00/Hr.	\$ 300.00
Project Manager	4.0	\$ 125.00/Hr.	\$ 500.00
Reg. Prof. Land Surveyor	5.0	\$ 90.00/Hr.	\$ 450.00
Survey Technician	20.0	\$ 70.00/Hr.	\$ 1,400.00
Survey CAD Technician	32.0	\$ 60.00/Hr.	\$ 1,920.00
Survey Crew (2-Man)	32.0	\$ 120.00/Hr.	\$ 3,840.00
Aerial Photography Capture	6.0	\$ 325.00/Hr.	\$ 1,950.00
Photogrammetrist	92.0	\$ 55.00/Hr.	\$ 5,060.00
		TOTAL	\$ 15,420.00
C. Right-of-Way and Easement Requirements			
Principal	1.5	\$ 200.00/Hr.	\$ 300.00
Project Manager	4.0	\$ 125.00/Hr.	\$ 500.00
Reg. Prof. Land Surveyor	1.0	\$ 90.00/Hr.	\$ 90.00
Clerical/Administrative	1.0	\$ 50.00/Hr.	\$ 50.00
		TOTAL	\$ 940.00

71-16

D. Preliminary Design

Principal	8.0	\$ 200.00/Hr.	\$ 1,600.00
Project Manager	90.0	\$ 125.00/Hr.	\$ 11,250.00
Engineer-in-Training	105.0	\$ 80.00/Hr.	\$ 8,400.00
Civil Design Technician	120.0	\$ 70.00/Hr.	\$ 8,400.00
Civil CAD Technician	135.0	\$ 60.00/Hr.	\$ 8,100.00
Principal Traffic Engineer	3.0	\$ 195.00/Hr.	\$ 585.00
Traffic Project Manager	24.0	\$ 130.00/Hr.	\$ 3,120.00
Traffic Engineer	52.0	\$ 100.00/Hr.	\$ 5,200.00
Irrigation Designer	55.0	\$ 75.00/Hr.	\$ 4,125.00
		TOTAL	\$ 50,780.00

E. Final Design

Principal	10.0	\$ 200.00/Hr.	\$ 2,000.00
Project Manager	60.0	\$ 125.00/Hr.	\$ 7,500.00
Engineer-in-Training	70.0	\$ 80.00/Hr.	\$ 5,600.00
Civil Design Technician	80.0	\$ 70.00/Hr.	\$ 5,600.00
Civil CAD Technician	90.0	\$ 60.00/Hr.	\$ 5,400.00
Principal Traffic Engineer	4.0	\$ 195.00/Hr.	\$ 780.00
Traffic Project Manager	13.0	\$ 130.00/Hr.	\$ 1,690.00
Traffic Engineer	32.0	\$ 100.00/Hr.	\$ 3,200.00
Irrigation Designer	24.0	\$ 75.00/Hr.	\$ 1,800.00
Clerical/Administrative	16.0	\$ 50.00/Hr.	\$ 800.00
		TOTAL	\$ 34,370.00

F. Bid Phase Services

Principal	3.0	\$ 200.00/Hr.	\$ 600.00
Project Manager	12.0	\$ 125.00/Hr.	\$ 1,500.00
Civil Design Technician	1.0	\$ 70.00/Hr.	\$ 70.00
Principal Traffic Engineer	1.0	\$ 195.00/Hr.	\$ 195.00
Traffic Project Manager	1.0	\$ 130.00/Hr.	\$ 130.00
Traffic Engineer	2.0	\$ 100.00/Hr.	\$ 200.00
Irrigation Designer	2.0	\$ 75.00/Hr.	\$ 150.00
Clerical/Administrative	8.0	\$ 50.00/Hr.	\$ 400.00
		TOTAL	\$ 3,245.00

77-17

G. Construction Administration

Principal	3.0	\$ 200.00/Hr.	\$ 600.00
Project Manager	16.0	\$ 125.00/Hr.	\$ 2,000.00
Civil Design Technician	8.0	\$ 70.00/Hr.	\$ 560.00
Principal Traffic Engineer	1.0	\$ 195.00/Hr.	\$ 195.00
Traffic Project Manager	2.0	\$ 130.00/Hr.	\$ 260.00
Traffic Engineer	2.0	\$ 100.00/Hr.	\$ 200.00
Clerical/Administrative	4.0	\$ 50.00/Hr.	\$ 200.00
		TOTAL	\$ 4,015.00

H. Construction Control Survey

Principal	1.0	\$ 200.00/Hr.	\$ 200.00
Project Manager	2.0	\$ 125.00/Hr.	\$ 250.00
Reg. Prof. Land Surveyor	2.0	\$ 90.00/Hr.	\$ 180.00
Survey Technician	8.0	\$ 70.00/Hr.	\$ 560.00
Survey Crew (2-Man)	18.0	\$ 120.00/Hr.	\$ 2,160.00
		TOTAL	\$ 3,400.00

SPECIAL SERVICES:

A. Right-of-Way Parcel and Surveying

Project Manager	1.0	\$ 125.00/Hr.	\$ 125.00
Reg. Prof. Land Surveyor	4.0	\$ 90.00/Hr.	\$ 360.00
Survey Technician	8.0	\$ 70.00/Hr.	\$ 560.00
Survey Crew (2-Man)	4.0	\$ 120.00/Hr.	\$ 480.00
		TOTAL	\$ 1,525.00

B. Easement Parcel

Project Manager	1.0	\$ 125.00/Hr.	\$ 125.00
Reg. Prof. Land Surveyor	4.0	\$ 90.00/Hr.	\$ 360.00
Survey Technician	8.0	\$ 70.00/Hr.	\$ 560.00
		TOTAL	\$ 1,045.00

71-18

EXHIBIT C (Continued)

SCHEDULE OF STANDARD HOURLY RATES

**MIDWAY ROAD WIDENING
(PARKER ROAD TO SPRING CREEK PARKWAY)
PROJECT NUMBER 5507, CIP NUMBER 33-31399**

Civil Principal	\$ 200.00 Per Hour
Civil Project Manager	\$ 125.00 Per Hour
Registered Professional Civil Engineer	\$ 90.00 Per Hour
Civil Engineer-in-Training	\$ 80.00 Per Hour
Civil Design Technician	\$ 70.00 Per Hour
Civil CAD Technician	\$ 60.00 Per Hour
Principal Traffic Engineer	\$ 195.00 Per Hour
Traffic Project Manager	\$ 130.00 Per Hour
Traffic Engineer	\$ 100.00 Per Hour
Irrigation Designer	\$ 75.00 Per Hour
Aerial Photography Capture	\$ 325.00 Per Hour
Photogrammetrist	\$ 55.00 Per Hour
Registered Professional Land Surveyor	\$ 100.00 Per Hour
Survey Technician	\$ 70.00 Per Hour
Survey CAD Technician	\$ 60.00 Per Hour
Survey Crew (2-Man)	\$ 120.00 Per Hour*
Research Assistant	\$ 50.00 Per Hour
Clerical/Administrative	\$ 50.00 Per Hour

*Includes all surveying equipment, materials and supplies.

71-19

EXHIBIT "D"
ENGINEERING
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 Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer 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 Engineer 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 Engineer 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 Engineer'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 Engineer 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

71-20

Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.

- 1.6 Engineer 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 Engineer 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 Engineer, and the Engineer 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 Engineer. Engineer may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

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

- 2.1 The Engineer 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 Engineer 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 Engineer 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

71-22

ENGINEERING

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

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

Name of Engineering Firm

By: _____
Signature

(Print Name)

Title

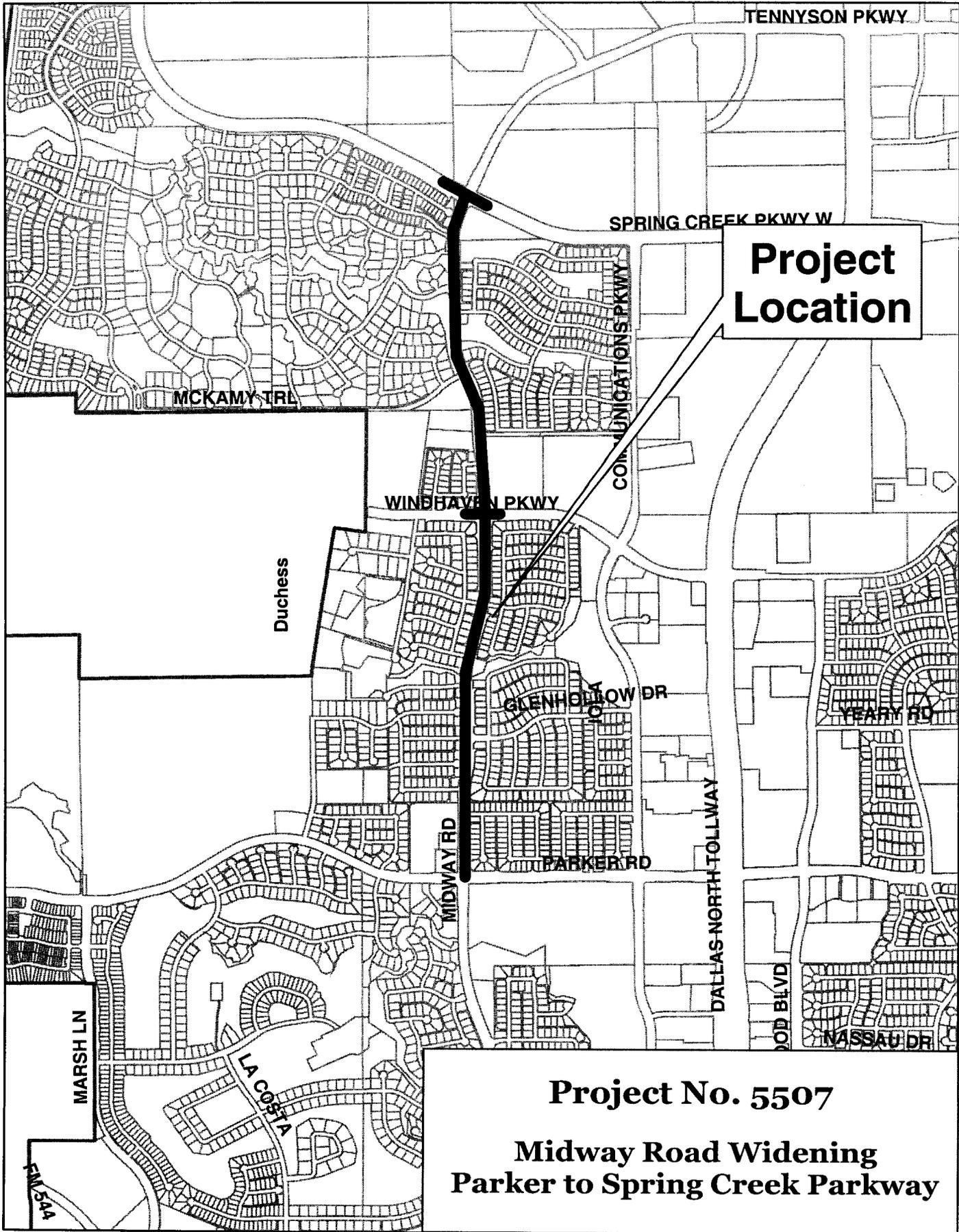
Date

STATE OF TEXAS §
 §
COUNTY OF _____ §

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

Notary Public, State of Texas

71-25



Project Location

Project No. 5507
Midway Road Widening
Parker to Spring Creek Parkway

71-26



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 4/11/05		Reviewed by Legal <i>[Signature]</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	4/14/05
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	4/14/05
Agenda Coordinator (include phone #): Irene Pegues (7198)		(Project No. 5508)		

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

CAPTION

Approval and authorization for the selection of Harrington Engineering, Inc., to provide Professional Engineering Services for an amount not to exceed \$62,500 in connection with the design of Communications Parkway – Falls Road to Parker Road, and authorizing the City Manager or his designee to execute all necessary documents to effectuate this contract.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	80,000	700,000	780,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-62,500	0	-62,500
BALANCE	0	17,500	700,000	717,500

FUND(S): STREET IMPROVEMENT CIP

COMMENTS: Funds are included in the 2004-05 Street Improvement CIP. This item, in the amount of \$62,500, will leave a current year balance of \$17,500 for the Communications Parkway – Falls Road to Parker Road project.

STRATEGIC PLAN GOAL: Street design relates to the City's Goal of Safe, Efficient Travel.

SUMMARY OF ITEM

This agreement with Harrington Engineering, Inc., for engineering design of Communications Parkway – Falls Road to Parker Road, will provide for pavement widening from a four-lane to a six-lane divided thoroughfare. The project also includes landscaping, irrigation and erosion control construction.

The contract fee is for \$62,500 and is detailed as follows:

Basic Services

1. Preliminary Engineering	\$ 4,130
A. Research, Data Collection and Meetings	\$ 4,130
B. Preliminary Design (Aerial Photo, Landscaping and Irrigation Plans, Paving Plans)	<u>\$37,170</u>
Total Preliminary Engineering	\$41,300
2. Final Design Services	\$10,620
3. Bid Phase Services	\$ 3,540
4. Services During Construction	<u>\$ 3,540</u>
Total Basic Services Fee	\$59,000
Reimbursable Expenses	<u>\$ 3,500</u>
Total Services Fee	\$62,500

Q-1



CITY OF PLANO COUNCIL AGENDA ITEM

Funding is available from the Street Improvement Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$630,000.

List of Supporting Documents:
Engineering Services Agreement
Location Map

Other Departments, Boards, Commissions or Agencies
N/A

Q-2

COMMUNICATIONS PARKWAY – FALLS ROAD TO PARKER ROAD

PROJECT NO. 5508

ENGINEERING 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 **HARRINGTON ENGINEERING, INC.**, a **TEXAS** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **COMMUNICATIONS PARKWAY – FALLS ROAD TO PARKER ROAD** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering 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 Engineer

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

II. Scope of Services

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

0-3

III. Schedule of Work

The Engineer 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 Engineer, to completion as described in the Completion Schedule except for delays beyond the reasonable control of Engineer, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

VII. Indemnity

Engineer 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 to the extent in any way arising out of, related to, or resulting from the services provided by Engineer from the performance of the work or and to the extent caused by the negligent act or omission or intentional wrongful act or omission of Engineer, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Engineer is legally responsible (hereinafter "Claims"). Engineer 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 Engineer 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

0-4

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 Engineer's obligation to defend City or as a waiver of Engineer's obligation to indemnify City pursuant to this Agreement. Engineer 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 Engineer fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Engineer shall be liable for all costs incurred by City.

VIII. Independent Contractor

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

IX. Assignment and Subletting

The Engineer 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 Engineer 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 Engineer from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

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

The Engineer 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 Engineer shall execute the affidavit shown in Exhibit "E". Engineer

0-5

understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

XI. Contract Termination

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

XII. Cost Estimates Engineer's Opinion of Probable of Construction Costs

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

XIII. Ownership of Documents

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer 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, Engineer 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 Engineer's permission for any proper purpose relating to the Project, including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

XIV. Complete Contract

This Agreement, including the Exhibits lettered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This

0-6

Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XV. Mailing of Notices

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

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

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

James E. Harrington, P.E.
Harrington Engineering, Inc.
P.O. Box 140447
Dallas TX 75214

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

City and Engineer, 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.

HARRINGTON ENGINEERING, INC.
A Texas Corporation

DATE: _____

BY: _____
James E. Harrington, P.E.
President

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

0-8

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, _____, by **JAMES E. HARRINGTON, P.E., PRESIDENT**, of **HARRINGTON ENGINEERING, 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 _____, _____, 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

0-9

**EXHIBIT A
SCOPE OF SERVICES**

**COMMUNICATIONS PARKWAY
FALLS ROAD TO PARKER ROAD
PROJECT NUMBER 5508
CIP NUMBER - 37840**

PROJECT DESCRIPTION:

This project consists of the widening of Communications from Falls to Parker from the existing four (4) lane divided roadway to a six (6) lane divided roadway. The widening will be done on the inside (median side) of the roadway. Communications is a "C" level roadway with a normal section consisting of a 110' right-of-way, 2-33' (F-F) roadways (6-11' through lanes), a 20' (F-F) median width and 2-12' outside parkways. Left turn lanes shall be 10' wide (F-F). The Pavement Widening and Turn Lane Section will be a 10" (5,000 psi) Reinforced Concrete on compacted, untreated subgrade. Plan Limits should extend to show Communications from 100' south of Chapel Hill to 100' north of Parker. No Signal Design will be part of the project. Street Lighting will be included in the project between Chapel Hill and Parker. Landscaping and Irrigation will be installed between Chapel Hill and Parker in the median area where space is adequate and will generally involve tree planting with appropriate irrigation design. Direction regarding landscaping and irrigation will be according to instruction from the City Park Department. No Right-of-Way acquisition, and no storm drainage analysis/design is expected to be part of this project.

BASIC SERVICES:

A. Research and Data Collection –

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.

B. Design Survey –

1. Perform field surveying to establish ground control for the aerial photography of the project area.
2. Perform aerial flight for photography of the project area.
3. Identify the street address of all adjacent properties to the proposed construction and show on drawings. Outside right-of-way and property lines shall be shown on the plans utilizing existing plan and plat information. Actual property corner location is not required unless needed for aerial survey work.

4. Within the proposed construction area, locate and identify existing utility structures and reference by utility name (i.e. T.U. Elec., Verizon , Etc.). This information should be shown on the plans.

C. Preliminary Design –

1. Prepare preliminary construction plans. Prepare the following sheets (22" x 34" size) at the engineering scale indicated. In general, plans for pavement widening shall be shown on sheets using aerial photography. Plans should show the area from 100' south of Chapel Hill to 100' north of Parker and approximately 100' outside the curb lines on each side of Communications.:
 - Cover sheet.
 - Project layout control sheet(s). Scale 1"= 100'.
 - Quantity sheet (Bid Quantities shown for each plan sheet).
 - Typical sections and detail sheets.
 - Construction phasing and temporary traffic control sheets, including temporary traffic signals. Scale 1"= 20'.
 - Paving plan sheets for street improvements. Scale 1"= 20'.
 - SWPPP sheets meeting EPA and City of Plano requirements. Scale 1"= 40'.
 - Landscape and irrigation plan sheets. Scale 1"= 40'.
 - Final buttoning and signage plan sheets. Scale 1"= 40'.
 - Street Lighting Plans (Show location of existing and proposed street light bases, pull boxes and conduit on both Street light Plans and Paving Plans). Scale 1" = 20'.

Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Plano project manager.

2. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
3. Prepare outline of any special technical specifications needed for the project (if any).
4. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
5. Submit five (5) sets of preliminary plans, outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
6. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
7. Distribute the preliminary plans and proposed schedule for bidding and start of construction to local utility companies to obtain information regarding impacts to their facilities.

D. Final Design –

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Finalize construction plans for proposed improvements.
4. Finalize special technical specifications and special conditions (if any).
5. Incorporate standard details into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare final construction cost estimates.
7. Submit five (5) sets of pre-final plans and one (1) set of special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
8. Incorporate City final comments into the plans and bid documents.
9. Submit three sets of final blue line prints, three bound copies of the bid documents and one unbound original bid document set to the City of Plano.

E. Bid Phase Services –

1. Assist the City staff in advertising for bids.
2. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
3. Furnish plans and bid documents for up to four plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
4. Prepare and distribute addenda to bid documents as necessary.
5. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
6. Provide bid tabulation to the City of Plano within four working days of the bid letting.
7. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
8. Assist City staff in a pre-construction conference.
9. Furnish thirteen sets of final construction plans and three sets of the contract documents manual to the City for construction.

F. Construction Administration –

1. Provide periodic site visits by the design engineer with a written inspection report submitted to the City for each visit.
2. Provide written responses to requests for information or clarifications.
3. Prepare and process change orders in accordance with City of Plano format.
4. Assist the City staff in conducting the final inspection.
5. Recommend final acceptance of work when acceptable.

6. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and a CD-ROM disk containing scanned images of the 22" x 34" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

G. Exclusions-

- A. The intent of this scope of services is to include only the services specifically listed herein and none others. Services, specifically excluded from its scope of services include, but are not necessarily limited to the following:
 1. Plans and specification for any required signalization of intersections;
 2. Geotechnical investigation;
 3. Computer modeling and routing of wastewater flows;
 4. Title searches;
 5. Environmental impact statements or assessments;
 6. Fees for permits and advertising;
 7. Traffic engineering report or studies;
 8. Designs for trench safety;
 9. Structures; retaining walls, etc. not included in proposal;
 10. Revisions to plans as a result of revisions after completion of original final design (unless to correct error on plans);
 11. Consulting services by others not included in proposal;
 12. Quality control and testing services during construction;
 13. Complete Traffic Control Plan.
 14. Preparing metes and bounds descriptions and staking for additional right-of-way and/or easements.
 15. Any survey work associated with tying the horizontal and vertical control network and project control baseline for the project areas into the existing City of Plano control network grid system.
 16. Any hydraulic analysis studies and/or reports.
 17. Construction Staking and/or Right of Way staking of any kind.

EXHIBIT "B"

PROPOSED SCHEDULE

ACTIVITY	DURATION (WORKING DAYS)*	ANTICIPATED COMPLETION DATE
Notice to Proceed	0	5/1/05
Survey for Design & Aerial Photo	25	6/6/05
ROW and Easement Requirements	N/A	N/A
ROW and Easement Surveying	N/A	N/A
Preliminary Design	35	7/26/05
City First Review	15	8/16/05
Final Design & Prepare Bid Documents & Technical Specs.	10	8/30/05
City Second Review	10	9/12/05
Revise Final Plans & Specifications	3	9/15/05
Receive Completed Plans & Bid Documents	0	9/15/05
Assemble Bid Documents	5	9/22/05
City Final Review	5	9/29/05
Advertise for Bids	12	10/17/05
Receive Bids	0	10/17/05
Recommendation	4	10/21/05
Prepare Council Agenda	17	11/14/05
Council Award	0	
Prepare/Execute Contract	30	12/28/05
Schedule Preconstruction	7	01/09/06
Notice to Proceed	10	01/23/06
Construction	120	

Schedule assumes no complications with utility adjustments nor right-of-way.

* A working day is defined as Monday through Friday excluding City holidays.

0-14

EXHIBIT C

PAYMENT SCHEDULE

(All fees not to exceed without prior approval)

BASIC SERVICES

1.	PRELIMINARY ENGINEERING (70%)	
	A. RESEARCH AND DATA COLLECTION & MEETINGS	\$ 4,130.00
	B. PRELIMINARY DESIGN (AERIAL PHOTO, LANDSCAPING & IRRIGATION PLANS & PAVING PLANS)	<u>\$37,170.00</u>
	TOTAL PRELIMINARY ENGINEERING	\$41,300.00
2.	FINAL DESIGN SERVICES (18%)	\$10,620.00
3.	BID PHASE SERVICES (6%)	\$ 3,540.00
4.	SERVICES DURING CONSTRUCTION (6%)	<u>\$ 3,540.00</u>
	TOTAL BASIC SERVICES FEE	\$59,000.00

REIMBURSABLE EXPENSES

\$ 3,500.00

TOTAL SERVICES FEE

\$62,500.00

0-15

**EXHIBIT C
(CONTINUED)**

1.0 TERMS OF COMPENSATION

Invoices for services provided will be submitted monthly. Invoices are due upon receipt and past due after 30 days.

In the event of a disputed billing, only the disputed portion will be withheld from payment, and City shall pay the undisputed portion. City will exercise reasonableness in disputing any bill or portion thereof. If City fails to make payment in full within 30 days of the date due for any undisputed billing, Engineer may, after giving 7 days' written notice to City, suspend services under this Agreement until paid in full. In the event of suspension of services, Engineer will have no liability to City for delays or damages caused by City because of such suspensions.

2.0 SCHEDULE OF RATES

HARRINGTON ENGINEERING, INC.

PRINCIPAL	\$150.00
SENIOR ENGINEER/PROJECT MANAGER	\$130.00
DESIGN ENGINEER I	\$120.00
DESIGN ENGINEER II	\$110.00
CIVIL TECHNICIAN I	\$80.00
CIVIL TECHNICIAN II	\$70.00
REGISTERED PROFESSIONAL LAND SURVEYOR	\$100.00
4-MAN SURVEY CREW	\$150.00
3-MAN SURVEY CREW	\$125.00
2-MAN SURVEY CREW	\$100.00
GLOBAL POSITION SATELLITE EQUIPMENT	\$50.00
SURVEY TECHNICIAN	\$70.00
DRAFTER	\$65.00
CLERICAL	\$45.00

REIMBURSABLE EXPENSES (Printing, Deliveries, etc.) Direct Cost

Bond Plots (each)	\$15.00
Vellum Plots (each)	\$25.00
Mylar Plots (each)	\$30.00
Color Plots (each)	\$40.00

TRAVEL

Auto Travel	\$0.45 per mile
Air Travel	Direct Cost

0-16

EXHIBIT "D"
ENGINEERING
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 Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer 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 Engineer 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 until ten (10) days prior written notice has been given to the Purchasing Manager, City of Plano".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 Engineer 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 Engineer's General Liability Policy all coverages except Workers' Compensation, and Automobile Liability, 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 Engineer 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 The Engineer covenants to save, defend, keep harmless and indemnify the City and all of its elected or appointed officials, agents and employees (collectively the "City") from and against any and all claims, loss, damage, injury, cost (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from or arising out of or in any way connected with the Engineer's performance or non-performance of the terms of the Contract Documents or its obligations under the Contract. This indemnification shall continue in full force and effect until the Engineer completes all of the work required under the Contract, except that indemnification shall continue for all claims involving products or completed operations after final acceptance of the work by the City for which the City gives notice to the Engineer after the City's final acceptance of the work.
- 1.6 Engineer agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.
- 1.77 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Engineer 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 Engineer, and the Engineer 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.
- 1.88 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.
- 1.99 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., in the same manner as described in 1.13 above.
- 1.10910 The City will consider deductible amounts as part of its review of the financial stability of the bidder. Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Engineer. Engineer/Vendor may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

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

- 2.1 The Engineer 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:

0-18

- i. General aggregate limit is to apply per project;
- ii. Premises/Operations;:
- iii. Actions of Independent Contractors;
- iv. Products/Completed Operations to be maintained for one year. Final completion and acceptance of the work, with evidence of same filed with owner.
- iv. Contractual Liability including protection for the Engineer from claims arising out of liability assumed under this contract;
- vi. Personal Injury Liability including coverage for offenses related to employment;
- vii. 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 Engineer 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 Engineer Contract and up to three years after the contract is completed in the amount shown in the Checklist.

Professional Errors and Omissions, Limit \$500,000/1,000,000
per claim ant and aggregate

0-19

ENGINEERING

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
\$100,000 accident \$100,000 disease
\$500,000 policy limit disease |
| <input type="checkbox"/> 2. For Future Use | |
| <input type="checkbox"/> 3. City Approved Alternative Workers' Comp. Program | \$150,000 medical, safety program |
| <input checked="" type="checkbox"/> 4. General Liability | Complete entry No. 26
Minimum \$500,000 each incident occurrence
\$1,000,000 occurrence 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"/> <input checked="" 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 | \$500,000 \$1,000,000 Bodily Injury & each claim
and aggregate |
| Property Damage each accident | |
| <input type="checkbox"/> 17. Garage Liability | \$ _____ BI & PD each occurrence |

0-20

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

Name of Engineering Firm

By: _____
Signature

(Print Name)

Title

Date

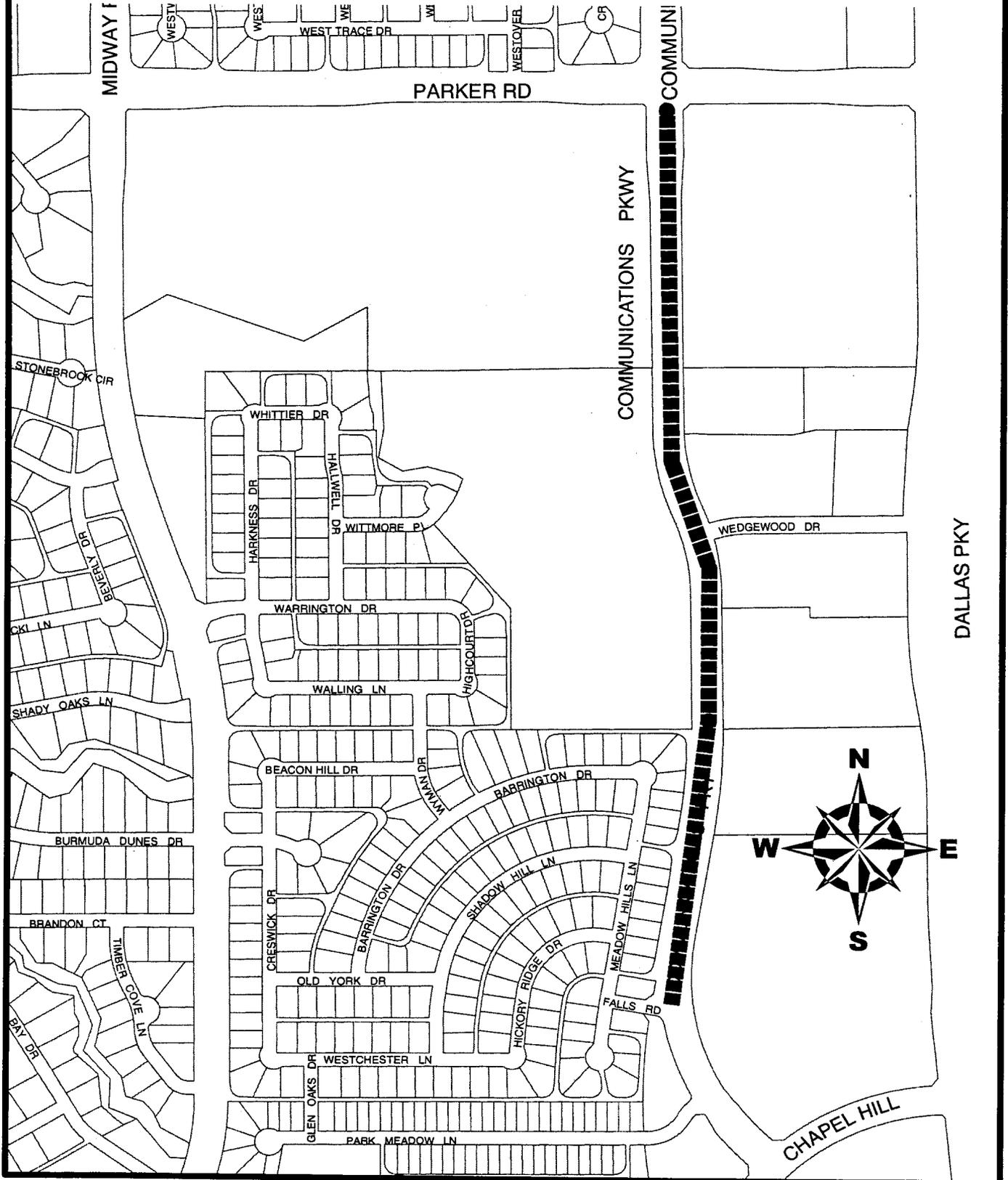
STATE OF TEXAS §
 §
COUNTY OF _____ §

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

Notary Public, State of Texas

0-22

COMMUNICATIONS PARKWAY
FALLS ROAD TO PARKER ROAD
PROJECT NO. 5508





**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 04/11/05		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>	4/11/05
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	4/11/05
Agenda Coordinator (include phone #):	Irene Pegues (7198) <i>[Signature]</i>		(Project No. 5504)	
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 AMENDMENT TO CONTRACT				
CAPTION				
Contract amendment with Hayden Consultants, Inc., for Professional Engineering Services in the amount of \$17,900 in connection with engineering design for construction of Screening Wall Replacement – Town West, and authorizing the City Manager or his designee to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,000,000	500,000	1,500,000
Encumbered/Expended Amount	0	-53,682	0	-53,682
This Item	0	-17,900	0	-17,900
BALANCE	0	928,418	500,000	1,428,418
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are included in the 2004-05 Street Improvement CIP. This contract increase, in the amount of \$17,900, will leave a current year balance of \$928,418 for the Screening Wall Construction project.				
STRATEGIC PLAN GOAL: Screening Wall construction relates to the City's Goal of Safe, Efficient Travel.				
SUMMARY OF ITEM				
Additional design services are required for two additional wall sections along Independence Parkway south of Loch Haven Drive.				
The original contract amount was \$53,682. The Engineering Department is seeking City Council approval of this first modification because we have exceeded 25% of the original contract amount with Hayden Consultants, Inc. The revised contract amount is \$71,582.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Contract Modification		N/A		
Location Map				

P-1

CONTRACT MODIFICATION

**SCREENING WALL REPLACEMENT - TOWN WEST
PROJECT NO. 5504**

**PURCHASE ORDER NO. 102689
CIP NO. 33-37838**

This shall serve as a First Modification to the Contract between the City of Plano, Texas (hereinafter "City") and **Hayden Consultants, Inc.** (hereinafter "Consultant") dated November 8, 2004 for Professional Engineering Services for the referenced project (hereinafter "Project").

Services:

This Modification amends the scope of services as originally set forth in the contract as follows:

Addition of approximately 500 additional feet of screening walls along Independence Parkway south of Loch Haven (approximately 140 lf) and behind Tahoe Place (approximately 360 feet). The additional service shall be completed as shown on the modified copy of Exhibit "B".

Compensation:

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$17,900. Such payment shall be made in accordance with the payment terms specified in the Contract.

In the event of any conflict or inconsistency between the provisions set forth in this Modification and the Contract, this Modification shall govern and control. For and in consideration of the covenants, duties and obligations herein contained, the parties do mutually agree that except as provided above, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

Handwritten signature

Original Contract Amount	<u>\$ 53,682.00</u>
Contract Amount (Including Previous	<u>\$ 53,682.00</u>
Amount, Modification No. 1	<u>\$ 17,900.00</u>
Revised Contract Amount	<u>\$ 71,582.00</u>
Total Percent Increase Including Previous	<u>33.34%</u>

CITY OF PLANO
OWNER

HAYDEN CONSULTANTS, INC.
CONSULTANT

By: _____
(signature)

By: _____
(signature)

Print
Name: Thomas H. Muehlenbeck
City Manager

Print
Name: _____

Print
Title: _____

Print
Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Diane C. Wetherbee, City Attorney

P-3

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2005, by _____, _____, of **HAYDEN CONSULTANTS, 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 _____, 2005, 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

P-4

**EXHIBIT B
ADDITIONAL SCOPE OF SERVICES**

**SCREENING WALL TOWN WEST
PROJECT NUMBER 5504
Prepared By Hayden Consultants, Inc.
March 1, 2005**

PROJECT DESCRIPTION:

The project includes the removal and replacement of existing screening walls with new screening walls along Independence Parkway for a total distance of approximately 500 linear feet. The new screening wall at Independence and Loch Haven (approximately 140 linear feet) shall be a brick screening wall, double wall construction, in accordance with City of Plano Standards. The new screening wall along Independence behind Tahoe Place (approximately 360 linear feet) shall be a grade beam/concrete wall, with stamped brick pattern construction. The project also includes removing and replacing sidewalks adjacent to the screening walls.

An erosion control plan will not be included, as the area disturbed will be less than one acre.

BASIC SERVICES:

A. Investigations and Preliminary Design

1. Meet with City of Plano engineering staff and obtain design criteria, existing utility plans, existing easement information, plats, ROW maps and existing wall plans. Verify and establish the new project schedule.
2. Conduct a visual site investigation, document existing conditions with photographs and field notes.
3. Coordinate with surveyor to conduct survey.
4. Coordinate with geotechnical sub-consultant to perform geotechnical investigation.
5. Develop existing base plans based on plans obtained from City, survey information and site investigation.
6. Develop preliminary construction plans. Prepare the following sheets at the engineering scale indicated (sheet count)
 - Demolition Sheet, Scale 1"=40', double plan (1)
 - Wall Layout Sheet, Scale 1"=20' (2)
7. Submit two sets of 24"x36" pre-final plans to City for review.

INVESTIGATIONS AND PRELIMINARY FEE: \$4,500.00

B. Pre-final Design

1. Meet with City to review comments from Preliminary Design.
2. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated (sheet count):
 - Demolition Sheet, Scale 1"=40', double plan (1)
 - Wall Layout Sheet, Scale 1"-20' (2)
 - Wall Detail Sheet (1)
 - Miscellaneous Detail Sheet (1)
3. Coordinate with structural sub-consultant
4. Coordinate with affected utilities such as water, gas, telephone, cable and electric to obtain accurate information for the location of their facilities.
5. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
6. Submit two sets of 24"x36" pre-final plans to City for review.

PRE-FINAL DESIGN FEE: \$3,750.00

C. Final Design

1. Meet with City to review comments from Pre-Final Design.
2. Revise Pre-Final plans incorporating comments from the City.
3. Coordinate with structural sub-consultant to address City comments
4. Finalize construction plans for proposed improvements.
5. Take off final construction quantities and prepare final construction cost estimates.
6. Submit two sets of blue-line prints and one set of mylars to the City.

FINAL DESIGN FEE: \$1,500.00

SUBCONSULTANT SERVICES

A. Design Survey

1. Establish a horizontal and vertical control network for the project area. The network is to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
3. Tie right-of-way lines and corners, property lines and corners, trees three (3) inches in diameter and larger, walls, columns, sidewalks, edges of pavement, curb lines and other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e.: TU Electric, GTE Telephone, Lone Star Gas, etc.).
4. Vertical and topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts) and other improvements as needed within the project areas for the design.

5. Identify the street address and lot and block number of all adjacent properties to the proposed construction and show on drawings.
6. Provide cross sections at 50 foot interval relative to the project baseline. These cross sections will be taken from the existing walls to the curb line of the roadway.

DESIGN SURVEY FEE: \$3,000.00

B. Geotechnical

1. Provide 4 borings at locations determined by the engineer.
2. Analyze borings to recommend:
 - the size and depth of new piers

GEOTECHNICAL FEE: \$2,000.00

C. Structural

1. Review drawings of wall, columns and piers for structural quality.
2. Include additional details as needed for clarity.

STRUCTURAL FEE: \$2,750.00

REIMBURSIBLE EXPENSES: \$400

BASIC SERVICE FEE \$17,900

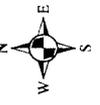
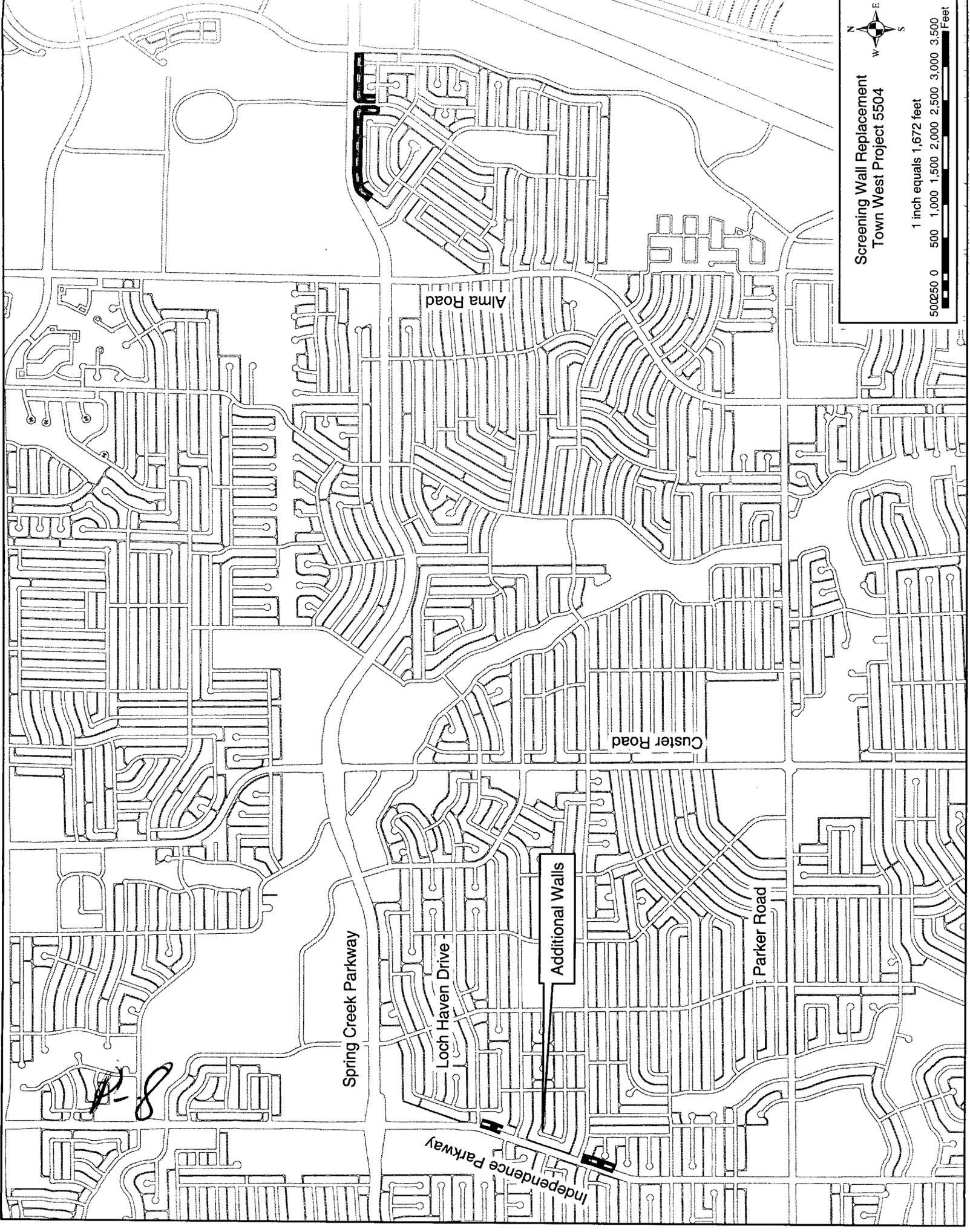
SPECIAL SERVICES:

A. Wall Easement

1. Preparation of easement, including a metes and bound description and exhibit

WALL EASEMENT FEE: \$400.00/ per easements

P-7



Screening Wall Replacement
Town West Project 5504

1 inch equals 1,672 feet



Alma Road

Custer Road

Parker Road

Loch Haven Drive

Spring Creek Parkway

Independence Parkway

Additional Walls

8-14



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	04/11/05	Reviewed by Legal <i>SP</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan L. Upchurch	Executive Director	<i>SP</i>	4/11/05
Dept Signature:	<i>Irene Pegues</i>	City Manager	<i>SP</i>	4/11/05
Agenda Coordinator (include phone #):		Irene Pegues (7198)	Project No. 5315-1	
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING AND GRANTING A 1905 SQUARE FOOT FIRE LANE AND ACCESS EASEMENT TO BAYLOR HEALTH CARE SYSTEM SITUATED IN THE DENTON DARBY SURVEY, ABSTRACT NO. 260 BETWEEN LOT 1R, BLOCK A, BAYLOR MEDICAL CENTER AT PLANO ADDITION AND LOT 2R, BLOCK 1, PRESTON OHIO ADDITION, AND SITUATED ACROSS A CITY OF PLANO DRAINAGE CHANNEL APPROXIMATELY 370 FEET SOUTH OF THE NORTHEAST CORNER OF THE BAYLOR MEDICAL CENTER AT PLANO ADDITION, ALL IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AS RECORDED IN CABINET C, SLIDE 138 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS, AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE HIS DESIGNEE, AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
The fire lane and access easement is required to serve Baylor Medical Center at Plano, Lot 1R, Block A.				
List of Supporting Documents: Location Map		Other Departments, Boards, Commissions or Agencies n/a		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING AND GRANTING A 1905 SQUARE FOOT FIRE LANE AND ACCESS EASEMENT TO BAYLOR HEALTH CARE SYSTEM SITUATED IN THE DENTON DARBY SURVEY, ABSTRACT NO. 260 BETWEEN LOT 1R, BLOCK A, BAYLOR MEDICAL CENTER AT PLANO ADDITION AND LOT 2R, BLOCK 1, PRESTON OHIO ADDITION, AND SITUATED ACROSS A CITY OF PLANO DRAINAGE CHANNEL APPROXIMATELY 370 FEET SOUTH OF THE NORTHEAST CORNER OF THE BAYLOR MEDICAL CENTER AT PLANO ADDITION, ALL IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AS RECORDED IN CABINET C, SLIDE 138 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS, AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE HIS DESIGNEE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a fire lane and access easement is needed to provide service to Baylor Health Care System, situated at Lot 1R, Block A, Plano Medical Center Addition, an addition to the City of Plano, Collin County, Texas, copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter the "Easement"); and,

WHEREAS, upon full review and consideration of the Easement, 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 his designee, shall be authorized to execute the Easement 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 City Council hereby authorizes the granting of the Easement and determines that the Easement is acceptable and is hereby in all things approved.

Section II. The City Manager or in his absence his designee is hereby authorized to execute the Easement and all other documents in connection with said Easement on behalf of the City of Plano.

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

DULY PASSED AND APPROVED this the _____ day of _____, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



FIRE LANE AND ACCESS EASEMENT

THE STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

THAT, the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter called "Grantor," for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration to Grantor in hand paid by the **BAYLOR HEALTH CARE SYSTEM**, a Texas corporation, hereinafter called "Grantee," the receipt and sufficiency of which are hereby acknowledged, does hereby GIVE, GRANT, and CONVEY to the Grantee, right to construct, reconstruct and perpetually maintain access and fire lane facilities (the "Facilities"), together with all incidental improvements in, upon and across certain real property located in the City of Plano, Collin County, Texas, as more particularly described in Exhibit "A" which is attached hereto and incorporated herein by reference as if fully set forth herein (the "Easement Property").

The Easement Property may be utilized by the Grantee or the general public for ingress and egress for vehicular and pedestrian use and access for fire department and emergency use in, along, upon and across the Easement Property.

Grantee does hereby covenant and agree that Grantee shall construct or cause to be constructed within the Easement Property a concrete bridge structure with two paved concrete lanes and necessary pedestrian crossing for fire lane and access purposes and hereafter maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs or other improvements or obstruction, including but not limited to the parking of motor vehicles,

trailers, boats or other impediments to the access of fire apparatus. Maintenance of the bridge structure, paved road and pedestrian crossing in the Easement Property is the responsibility of Grantee and Grantee shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "FIRE LANE NO PARKING". The City's Police Department and/or a Fire Marshal are authorized to cause the Easement Property to be free and unobstructed at all times for fire department and emergency use.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns for the purposes stated above.

The Grantor, its successors and assigns may remove from the Easement Property, such fences, buildings and other obstructions as may now be found upon the Easement Property.

The covenants of Grantor and Grantee contained herein shall run with and follow the land with regard to the fee simple ownership of the land contained within the Easement Property and shall be binding upon the heirs, executors, successors, and assigns of Grantor and Grantee.

SIGNED this _____ day of _____, 2005.

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

By: _____

Thomas H. Muehlenbeck
CITY MANAGER
P.O. Box 860358
Plano, TX 75086-0358

Q-4

BAYLOR HEALTH CARE SYSTEM, a Texas corporation

By: _____
Gary D. Brock
Executive Vice President
Address:

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2005, by **GARY D. BROCK, EXECUTIVE VICE PRESIDENT** of **BAYLOR HEALTH CARE SYSTEM**, a Texas corporation for and on behalf of said corporation.

Notary Public, State of Texas

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

Q-6

FIRELANE & ACCESS EASEMENT
across
City of Plano Drainage Channel
between
Lot 1R, Block A
Baylor Medical Center at Plano
and
Lot 2R, Block 1
Preston Ohio Addition
Denton Darby Survey, Abstract No. 260
City of Plano, Collin County, Texas

Being a 1,905 square feet tract of land situated in the Denton Darby Survey, Abstract No. 260, City of Plano, Collin County, Texas, being a part of a Drainage Channel recorded in Cabinet C, Slide 138, Plat Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a point for corner at the northeast corner of Lot 1R, Block A, Baylor Medical Center at Plano, an addition to the City of Plano, Collin County, Texas, according to the plat recorded in Cabinet P, Slide 797, Plat Records, Collin County, Texas, and the southeast corner of Lot 2, Block A, Alliance Centre, an addition to the City of Plano, Collin County, Texas, according to the plat recorded in Cabinet P, Slide 468, Plat Records, Collin County, Texas, said rod being in the west line of said Drainage Channel;

THENCE South 00° 28' 38" West along the east line of said Lot 1R, and the west line of said Drainage Channel, passing at a distance of 0.29 feet a 1/2 inch iron rod found, continuing along the east line of said Lot 1R, and the west line of said Drainage Channel, a total distance of 344.66 feet to a 1/2 inch iron rod with yellow plastic cap stamped "RLG INC" set for corner and the **POINT OF BEGINNING**;

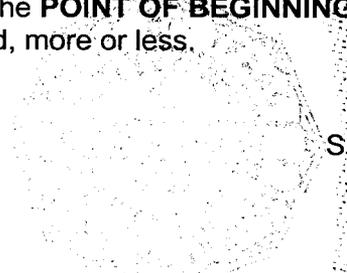
THENCE South 89° 38' 48" East departing the east line of said Lot 1R, and the west line of said Drainage Channel, a distance of 40.41 feet to a 1/2 inch iron rod with yellow plastic cap stamped "RLG INC" set for corner in the east line of said Drainage Channel, and the west line of Lot 2R, Block 1, Preston Ohio Addition, an addition to the City of Plano, Collin County, Texas, according to the plat recorded in Cabinet O, Slide 7, Plat Records, Collin County, Texas;

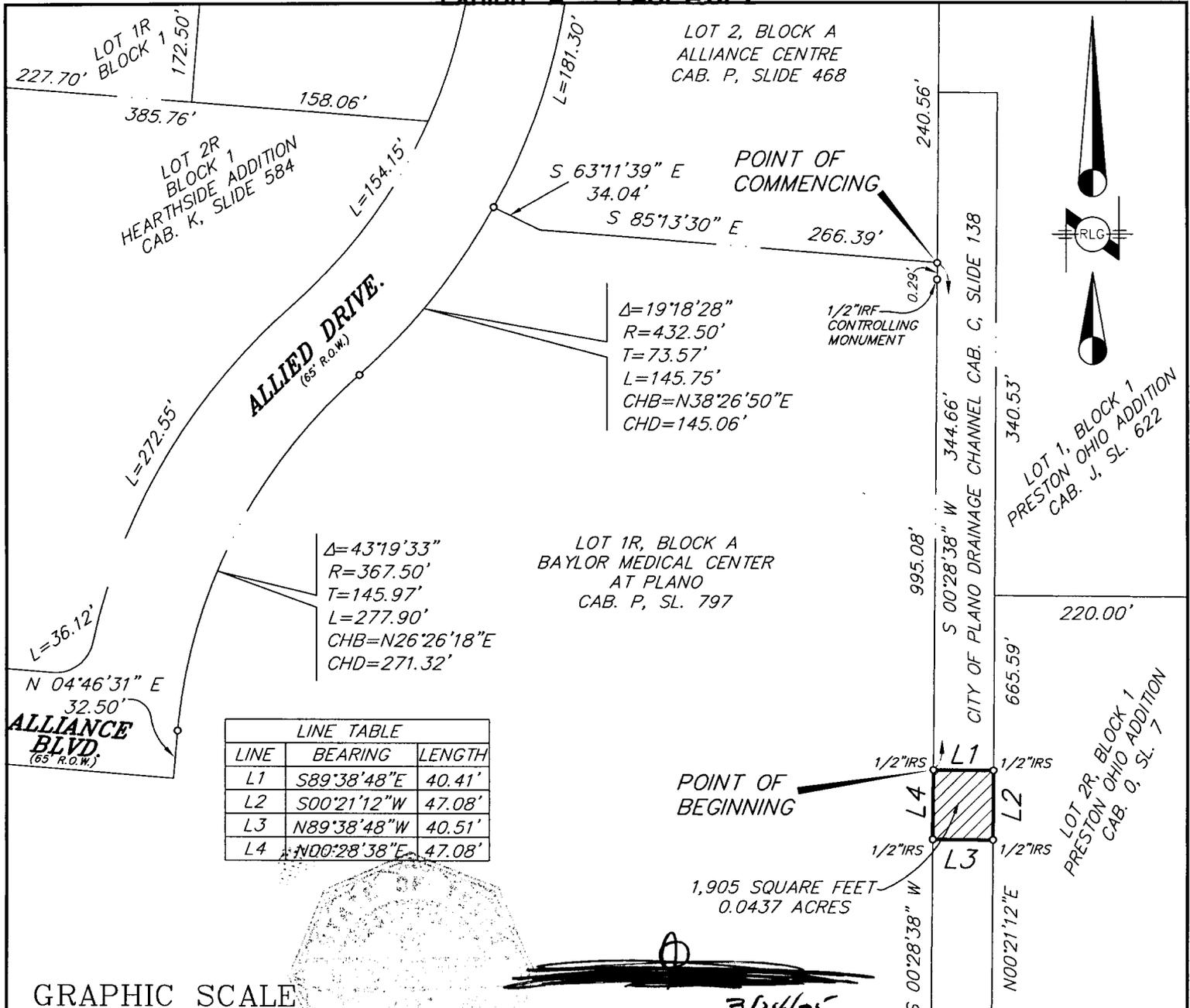
THENCE South 00° 21' 12" West along the west line of said Lot 2R, and the east line of said Drainage Channel, a distance of 47.08 feet to a 1/2 inch iron rod with yellow plastic cap stamped "RLG INC" set for corner;

THENCE North 89° 38' 48" West departing the west line of said Lot 2R, and the east line of said Drainage Channel, a distance of 40.51 feet to a 1/2 inch iron rod with yellow plastic cap stamped "RLG INC" set for corner in the east line of said Lot 1R, and the west line of said Drainage Channel;

THENCE North 00° 28' 38" East along the east line of said Lot 1R, and the west line of said Drainage Channel, a distance of 47.08 feet to the **POINT OF BEGINNING** and containing 1,905 square feet or 0.0437 acres of land, more or less.

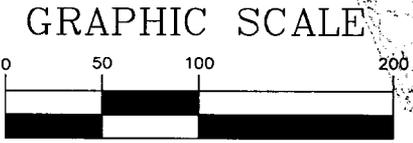

3/24/05





LINE TABLE

LINE	BEARING	LENGTH
L1	S89°38'48"E	40.41'
L2	S00°21'12"W	47.08'
L3	N89°38'48"W	40.51'
L4	N00°28'38"E	47.08'



(IN FEET)
1 inch = 100 ft.

BASIS OF BEARINGS:
CITY OF PLANO GEODETIC CONTROL SYSTEM,
MONUMENT G-5.

CONTROLLING MONUMENTS:
1/2"IRF FOUND AT THE NORTHEAST CORNER
AND A 1" IRON ROD FOUND AT THE
SOUTHWEST CORNER OF LOT 1R, BLOCK A,
BAYLOR MEDICAL CENTER AT PLANO,
RECORDED IN CAB. P, SL. 79, P.R.C.C.T.

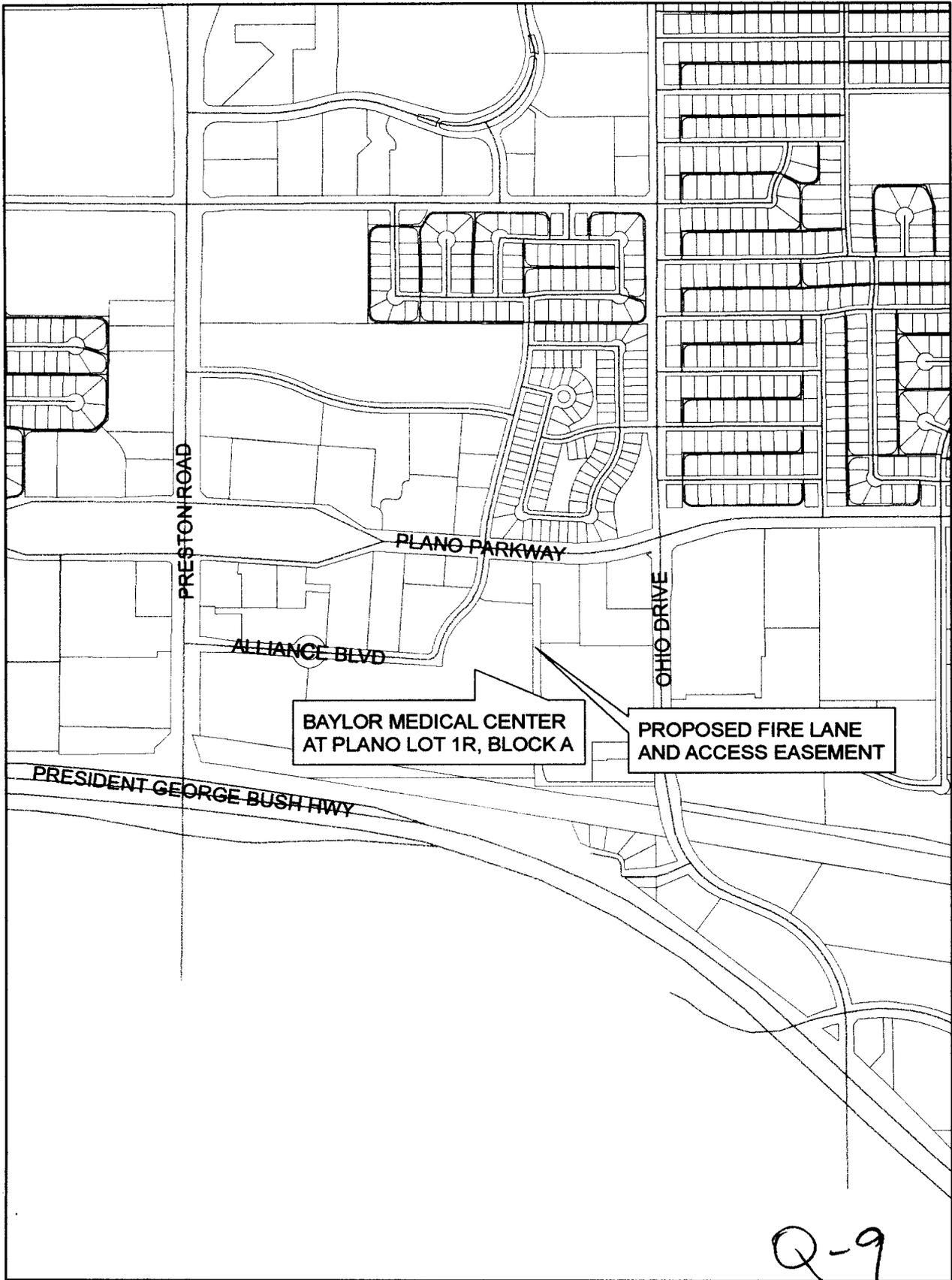
RAYMOND L. GOODSON, JR., INC.
5445 LA SIERRA
SUITE 300 L.B.17
DALLAS, TX 75231-4138
rlg@rlginc.com

3/24/05

FIRELANE & ACCESS EASEMENT
ACROSS
CITY OF PLANO
DRAINAGE CHANNEL
BETWEEN
LOT 1R, BLOCK A
BAYLOR MEDICAL CENTER
AT PLANO
AND
LOT 2R, BLOCK 1
PRESTON OHIO ADDITION
CITY OF PLANO, COLLIN COUNTY, TEXAS

SHEET 2 OF 2

SCALE	1" = 100'	DATE	02-18-2005
JOB NO.	04368	E-FILE	04368EX5.DWG DWG NO. 23899X



BAYLOR MEDICAL CENTER
AT PLANO LOT 1R, BLOCK A

PROPOSED FIRE LANE
AND ACCESS EASEMENT

Q-9

LOCATION MAP



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	4/11/05	Reviewed by Legal <i>[Signature]</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan L. Upchurch	Executive Director <i>[Signature]</i>	4/2/05	
Dept Signature:	<i>[Signature]</i>	City Manager <i>[Signature]</i>	4/14/05	
Agenda Coordinator (include phone #): Irene Pegues (7198)				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano and Collin County, Texas, for Hedgcoxe Road widening from east of Custer Road to west of Alma Drive.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2004-05	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: This item, which has no fiscal impact at this time, allows the City to enter into an interlocal agreement with Collin County for the Hedgcoxe – Custer to Alma project. Included in the Street Improvement CIP is \$1,176,300 to cover construction called for in this agreement.				
SUMMARY OF ITEM				
This Agreement provides for Collin County to remit to the City the sum of \$650,000 for Hedgcoxe Road widening from east of Custer Road to west of Alma Drive. Half of the County funds will be provided after a notice to proceed is issued, the remaining half when the project is half completed. These funds were allocated from the 2003 Collin County Bond Program.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		

2-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND COLLIN COUNTY, TEXAS, PROVIDING TERMS AND CONDITIONS FOR HEDGCOXE ROAD WIDENING FROM EAST OF CUSTER ROAD TO WEST OF ALMA DRIVE; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between the City of Plano, Texas, and Collin County, Texas, providing terms and conditions for Hedgcoxe Road widening from east of Custer Road to west of Alma Drive, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or, in his absence, an Executive Director, 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, THAT:

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best 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 Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

R-2

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

DULY PASSED AND APPROVED this the _____ day of _____, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF PLANO
CONCERNING THE CONSTRUCTION OF HEDGCOXE ROAD WIDENING
FROM EAST OF CUSTER ROAD TO WEST OF ALMA DRIVE**

2003 BOND PROJECT #03-49

WHEREAS, the County of Collin, Texas ("County") and the City of Plano, Texas ("City") desire to enter into an agreement concerning the construction of Hedgcoxe Road Widening from east of Custer Road to west of Alma Drive (the "Project") in Plano, Collin County, Texas; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City and County have determined that the improvements may be constructed most economically by implementing this agreement.

NOW, THEREFORE, this agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

WITNESSETH:

ARTICLE I.

The City shall arrange to construct Hedgcoxe Road Widening from east of Custer Road to west of Alma Drive, hereinafter called the "Project". The Project shall consist of constructing two (2) new west bound lanes from east of Duchess Drive to west of Longwood Drive and reconstructing and widening the existing two (2) east bound lanes from west of Georgetown Drive to lola Drive to three (3) lanes. The Project also includes construction of a right-turn lane on Custer Road at the southeast corner of Custer Road and Hedgcoxe Road and related underground storm sewers. All improvements shall be designed to meet or exceed the current Collin County design standards and shall be constructed in accordance with the plans and specifications approved by the City.

ARTICLE II.

The City shall prepare plans and specifications for the improvements, accept bids and award a contract to construct the improvements and administer the construction contract. In all such activities, the City shall comply with all state statutory requirements. The City shall provide the County with a copy of the executed construction contract(s) for the Project.

12-4

ARTICLE III.

The City will acquire no real property in the vicinity of the improvements for use as right-of-way.

ARTICLE IV.

The City estimates the total actual cost of the Project to be \$1,500,000.00. The County agrees to fund one half of the total cost to construct the improvements in an amount not to exceed \$650,000.00. The County shall remit 50 percent of this amount, \$325,000.00, to the City within thirty (30) days after the City issues a Notice to Proceed to the lowest responsible bidder and the City requests payment. The County will remit the remaining 50 percent within thirty (30) days after receipt of notice from the City that the Project is 50 percent complete. Following completion of the Project, the City shall provide a final accounting of expenditures for the Project. If the actual cost to construct the Project is less than the estimated amount set forth herein, the City shall remit the County 50 percent of the difference between the estimated cost and the actual cost. The Commissioners Court may revise this payment schedule based on the progress of the Project. The "total cost of the Project" shall include land acquisition, engineering, construction, inspection, testing, street lighting, and construction administration costs including contingencies.

ARTICLE V.

If the total cost to construct the Project exceeds the amount estimated in Article IV above, the County and City shall share the excess costs equally; however, the County's participation in the Project shall not exceed \$650,000.00.

ARTICLE VI.

The City shall prepare for the County an itemized statement specifying Project costs that have been incurred to date and submit detailed Project cost and progress reports every thirty (30) days until Project completion.

ARTICLE VII.

The City and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

ARTICLE VIII.

INDEMNIFICATION. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries

2-5

(including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

ARTICLE IX.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this agreement. The parties agree that this agreement is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

ARTICLE X.

SEVERABILITY. The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provision had never been included.

ARTICLE XI.

ENTIRE AGREEMENT. This agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

ARTICLE XII.

SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this agreement without the written consent of the other party.

ARTICLE XIII.

IMMUNITY. It is expressly understood and agreed that, in the execution of this agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this agreement shall not create any rights in parties not signatories hereto.

2-6

ARTICLE XIV.

TERM. This agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project. This agreement shall automatically renew annually during this period.

APPROVED AS TO FORM:

COUNTY OF COLLIN, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Ron Harris
Title: County Judge
Date: _____

Executed on this _____ date of _____, 2005, by the County of Collin, pursuant to Commissioners' Court Order No. _____

ATTEST:

CITY OF PLANO, TEXAS

By: _____
Name: Elaine Bealke
Title: City Secretary
Date: _____

By: _____
Name: Thomas H. Muehlenbeck
Title: City Manager
Date: _____

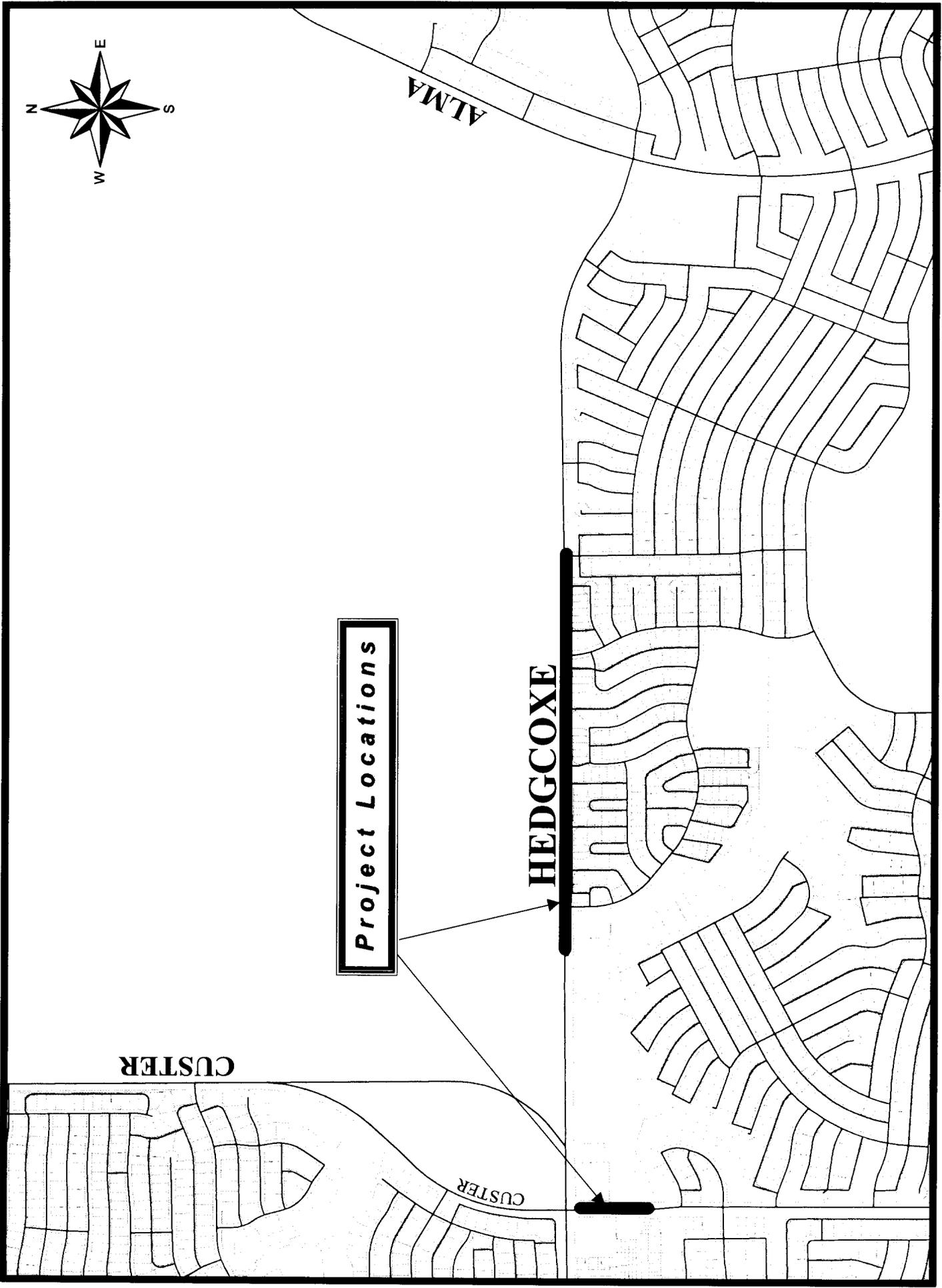
Executed on behalf of the City of Plano pursuant to City Council Resolution No. _____

APPROVED AS TO FORM:

By: _____
Name: Diane Wetherbee
Title: City Attorney
Date: _____

12-7

2-∞ Hedgcoxe Rd. widening, from East of Custer Rd. to West of Alma Dr.





**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	4/11/05	Reviewed by Legal <i>[Signature]</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	4/14/05
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	4/14/05
Agenda Coordinator (include phone #): Irene Pegues (7198)				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano and Collin County, Texas, for construction of Plano Parkway from east of Los Rios to 14 th Street.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2004-05	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: This item, which has no fiscal impact at this time, allows the City to enter into an interlocal agreement with Collin County for the Plano Parkway – east of Los Rios to 14 th project. Included in the Street Improvement CIP is \$2,956,250 to cover construction called for in this agreement.				
STRATEGIC PLAN GOAL: This interlocal agreement relates to the City's Goal of Safe, Efficient Travel.				
SUMMARY OF ITEM				
This Agreement provides for Collin County to remit to the City the sum of \$1,400,000 for the construction of Plano Parkway from east of Los Rios to 14 th Street. Half of the County funds will be provided after a notice to proceed is issued, the remaining half when the project is half completed. These funds were allocated from the 2003 Collin County Bond Program.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		

A-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND COLLIN COUNTY, TEXAS, PROVIDING TERMS AND CONDITIONS FOR THE CONSTRUCTION OF PLANO PARKWAY FROM EAST OF LOS RIOS TO 14TH STREET; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between the City of Plano, Texas, and Collin County, Texas, providing terms and conditions for the construction of Plano Parkway from east of Los Rios to 14th Street, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or, in his absence, an Executive Director, 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, THAT:

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best 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 Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

J-2

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

DULY PASSED AND APPROVED this the _____ day of _____, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF PLANO
CONCERNING THE CONSTRUCTION OF PLANO PARKWAY
FROM EAST OF LOS RIOS TO 14TH STREET**

2003 BOND PROJECT #03-48

WHEREAS, the County of Collin, Texas ("County") and the City of Plano, Texas ("City") desire to enter into an agreement concerning the construction of Plano Parkway from east of Los Rios Boulevard to 14th Street (the "Project") in Plano, Collin County, Texas; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City and County have determined that the improvements may be constructed most economically by implementing this agreement.

NOW, THEREFORE, this agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

WITNESSETH:

ARTICLE I.

The City shall arrange to construct Plano Parkway from east of Los Rios Boulevard to 14th Street, hereinafter called the "Project". The Project shall consist of constructing a six-lane divided thoroughfare. The Project shall also include construction of underground storm sewers and a railroad crossing as part of the road improvements. All improvements shall be designed to meet or exceed the current Collin County design standards and shall be constructed in accordance with the plans and specifications approved by the City.

ARTICLE II.

The City shall prepare plans and specifications for the improvements, accept bids and award a contract to construct the improvements and administer the construction contract. In all such activities, the City shall comply with all state statutory requirements. The City shall provide the County with a copy of the executed construction contract(s) for the Project.

Δ-4

ARTICLE III.

The City has acquired 6.7 acres of real property in the vicinity of the improvements for use as right-of-way.

ARTICLE IV.

The City estimates the total actual cost of the project to be \$3,250,000.00. The County agrees to fund one half of the total cost to construct the improvements in an amount not to exceed \$1,400,000.00. The County shall remit 50 percent of this amount, \$700,000.00, to the City within thirty (30) days after the City issues a Notice to Proceed to the lowest responsible bidder and the City requests payment. The County will remit the remaining 50 percent within thirty (30) days after receipt of notice from the City that the Project is 50 percent complete. Following completion of the Project, the City shall provide a final accounting of expenditures for the Project. If the actual cost to construct the Project is less than the estimated amount set forth herein, the City shall remit the County 50 percent of the difference between the estimated cost and the actual cost. The Commissioners Court may revise this payment schedule based on the progress of the Project. The "total cost of the Project" shall include land acquisition, engineering, construction, inspection, testing, street lighting, and construction administration costs including contingencies.

ARTICLE V.

If the total cost to construct the Project exceeds the amount estimated in Article IV above, the County and City shall share the excess costs equally; however, the County's participation in the Project shall not exceed \$1,400,000.00.

ARTICLE VI.

The City shall prepare for the County an itemized statement specifying Project costs that have been incurred to date and submit detailed Project cost and progress reports every thirty (30) days until Project completion.

ARTICLE VII.

The City and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

ARTICLE VIII.

INDEMNIFICATION. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other

losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

ARTICLE IX.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this agreement. The parties agree that this agreement is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

ARTICLE X.

SEVERABILITY. The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provision had never been included.

ARTICLE XI.

ENTIRE AGREEMENT. This agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

ARTICLE XII.

SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this agreement without the written consent of the other party.

ARTICLE XIII.

IMMUNITY. It is expressly understood and agreed that, in the execution of this agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this agreement shall not create any rights in parties not signatories hereto.

8-6

ARTICLE XIV.

TERM. This agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project. This agreement shall automatically renew annually during this period.

APPROVED AS TO FORM:

COUNTY OF COLLIN, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Ron Harris
Title: County Judge
Date: _____

Executed on this _____ date of _____, 2005, by the County of Collin, pursuant to Commissioners' Court Order No. _____

ATTEST:

CITY OF PLANO, TEXAS

By: _____
Name: Elaine Bealke
Title: City Secretary
Date: _____

By: _____
Name: Thomas H. Muehlenbeck
Title: City Manager
Date: _____

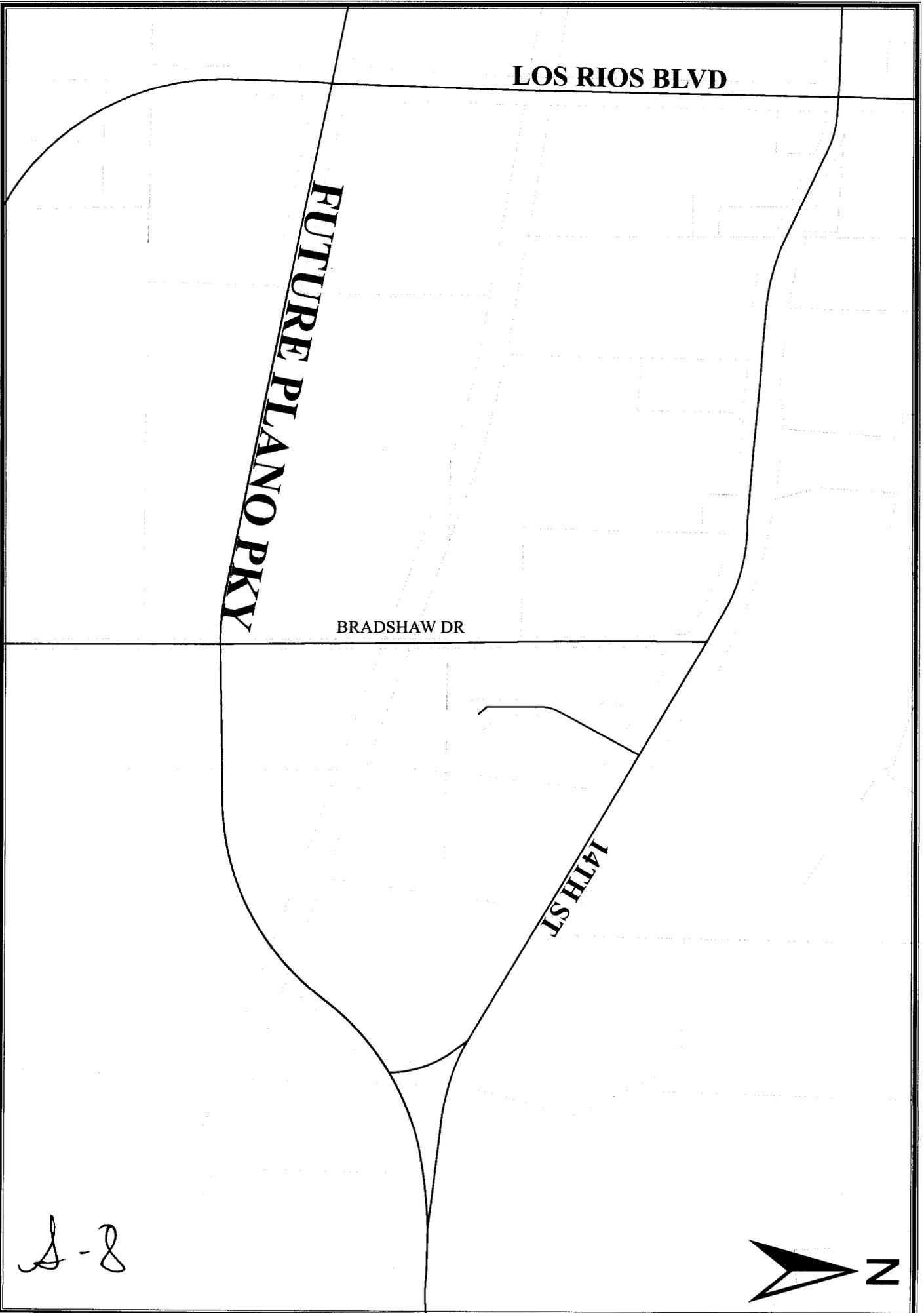
Executed on behalf of the City of Plano pursuant to City Council Resolution No. _____

APPROVED AS TO FORM:

By: _____
Name: Diane Wetherbee
Title: City Attorney
Date: _____

A-7

Construction of Plano Pky. from East of Los Rios to 14th St.

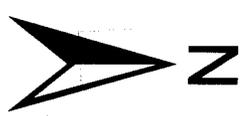


LOS RIOS BLVD

FUTURE PLANO PKY

BRADSHAW DR

14TH ST



S-8



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 04/11/05		Reviewed by Legal <i>[Signature]</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Engineering		Initials <i>[Signature]</i>	Date	
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	4-5-05	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	4/5/05	
Agenda Coordinator (include phone #):		Irene Pegues (7198) <i>[Signature]</i>	(Project No. 5280)		
ACTION REQUESTED:					
<input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					

CAPTION

Approving the terms and conditions of a License Agreement by and between the City of Plano and the Kansas City Southern Railway Company (KCS) to close the railroad crossing at Bradshaw Road and to construct a railroad crossing at Plano Parkway for the Plano Parkway Extension (Los Rios Boulevard to 14th Street) project, and authorizing its execution by the City Manager or his designee and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	46,082	2,977,918	0	3,024,000
Encumbered/Expended Amount	-46,082	-21,690	0	-67,772
This Item	0	-435,851	0	-435,851
BALANCE	0	2,520,377	0	2,520,377

FUND(S): STREET IMPROVEMENT CIP

COMMENTS: Funds are included in the 2004-05 Street Improvement CIP. This item, in the amount of \$435,851, will leave a current year balance of \$2,520,377 for the Plano Parkway Extension (Los Rios to 14th Street) project.

STRATEGIC PLAN GOAL: The construction of a railroad crossing relates to the City's Goal of Safe, Efficient Travel.

SUMMARY OF ITEM

This agreement with KCS grants a license to the City of Plano for the purpose of constructing, reconstructing, installing, and maintaining an at-grade, six-lane, 19-foot median divided paved public road crossing, with active warning devices, the project consisting of the extension of the existing Plano Parkway eastward to a connection with 14th Street (F.M. 544) and related appurtenances. KCS will install, at the City's expense, the new concrete road crossings, the new active warning devices and will adjust railway-owned utilities and/or facilities at the crossing.

The KCS is the operating rail company on this rail line that is located in DART right-of-way.

List of Supporting Documents: License Agreement Location Map	Other Departments, Boards, Commissions or Agencies N/A
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7-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND KANSAS CITY SOUTHERN RAILWAY COMPANY TO CLOSE THE RAILROAD CROSSING AT BRADSHAW ROAD AND TO CONSTRUCT A CROSSING AT PLANO PARKWAY; 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 agreement by and between the Kansas City Southern Railway Company ("KCS") and the City of Plano ("City") to close the railroad crossing at Bradshaw Road and to construct a railroad crossing at Plano Parkway, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

DULY PASSED AND APPROVED this ____ day of _____, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2005, by and between **THE KANSAS CITY SOUTHERN RAILWAY COMPANY ("KCS")**, a Missouri corporation, and **CITY OF PLANO, TEXAS, ("CITY")** a municipal corporation of Collin County, Texas, acting herein by and through its duly authorized City Manager.

RECITALS:

WHEREAS, there currently exists a public at-grade crossing designated as North Star Road, also known as Bradshaw Road, DOT No. 789-6471N, which crossing intersects KCS tracks and right-of-way at Mile Post 587.45 in Plano, Texas; and

WHEREAS, the City proposes to close said North Star Road, also known as Bradshaw Road and proposes to extend Plano Parkway to intersect KCS tracks at Mile Post 586.35, all of which is agreeable to KCS upon the terms and conditions hereinafter stated

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

Subject to the provisions of Article III, Section 3 of this agreement, KCS, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the full and faithful performance by City of its covenants hereinafter set forth, hereby licenses City to use a portion of KCS' property situated at Plano, Collin County, Texas, for the purpose of constructing, maintaining and using a public road, the license to use which is hereby given, as shown on print of drawing No. SD-26-4-586.24A, hereto attached, marked Exhibit "A", and incorporated herein by reference.

1. KCS agrees that it will, at City's expense, make adjustment to Railway-owned utility and/or facilities at the crossing location.

2. KCS agrees that it will, at City's expense, install active warning devices at the public road grade crossing of KCS' track, in accordance with the detailed plans and estimates hereto attached, marked Exhibit "B", and made a part hereof, and in accordance with the Manual on Uniform Traffic Control Devices ("MUTCD").

3. KCS agrees that it will, at City's expense, install two (2) each 56 foot wide prefabricated concrete road crossings on its track at Mile Post 586.35. KCS further agrees that it will, at City's expense, remove the crossing surface between the ends of the ties at Mile Post 587.45. KCS' estimated costs of said crossing installation and removal is shown on Exhibit "C", attached hereto and made a part hereof.

4. KCS agrees that it will, at its own expense, maintain the crossing surface within the limits of the ties, and the active warning devices; however, KCS shall be entitled to receive any

t-3

contribution toward the cost of such maintenance as may be now or hereafter made available by reason of law, ordinance, regulation, order, grant or by other means or sources.

ARTICLE II

In consideration of the aforesaid license, City covenants to and agrees with KCS as follows:

1. That it will use the licensed premises exclusively as a site for a public road.
2. That it will not let or sublet the whole or any part of the licensed premises for any purpose whatsoever or assign this license without the written consent of KCS in each instance.
3. That in case of eviction of City by anyone owning or claiming title to the whole or any part of the licensed premises, KCS shall not be liable to City for any damage of any nature whatsoever.
4. That if the licensed premises, or any part thereof, cease to be used at any time for the purpose licensed, City will deliver up to KCS the possession of the whole, or such part so ceased to be used.
5. That City will, at no expense to KCS, and subject to the supervision and control of KCS' Chief Engineer or his designee, locate, construct and maintain the public road in such manner and of such material that it will not at any time be a source of danger to or interference with the present or future tracks, roadbed and property of KCS, or the safe operation of its railroad. City shall construct the public road, and any drainage facilities required thereof, in such manner as to prevent damage to KCS' property or adjoining property. In the event of a breach of this covenant at any time, City will within twenty (20) days after receipt of a written notice from KCS thereof, do whatever may be necessary to fulfill its obligations under this section, unless said corrective action cannot be reasonably completed with twenty (20) days in which case City shall be allowed a reasonable time to complete the corrective action, and failing so to do within said time, KCS may do so at City's expense, the entire expense of which City will promptly pay.
6. That it will do no work on KCS' property without first contacting KCS' Roadmaster at Dallas, Texas, and securing his approval to proceed with the work.
7. That no legal right of KCS to maintain, use and relocate the railroad track or tracks or other railroad facilities now located upon the licensed premises, or to construct and thereafter maintain, use and relocate any additional track or tracks or other railroad facilities as it may desire upon or across said licensed premises shall be in anywise affected by the giving of this license. In the event of discontinuance of use by KCS of the railroad track, all obligations assumed by it hereunder shall cease and be at an end.
8. That if, at any time during the term hereof, KCS shall desire to make any use of the licensed property with which the public road and drainage facilities will in any way interfere, including the relocation of existing or the construction of new tracks, pole lines, wires, conduits,

6-4

etc., in which it shall have an interest, City shall at no expense to KCS, make such changes in the public road and drainage facilities as in the judgment of KCS may be necessary to avoid interference with the proposed use of its property.

9. That it will bear and pay the entire cost of constructing and maintaining the public road, including any drainage facilities required thereof, upon the licensed premises except that portion to be maintained by KCS as covered under Section 4 of Article I. That it will also bear and pay the cost of the work as covered under Sections 1, 2, and 3 of Article I.

10. That if it shall become necessary in the future reconstruction and/or maintenance of said public road and drainage facilities to make any changes or alterations in KCS' right of way fences, signal, power and/or communication pole and wire lines, and/or other facilities located upon the licensed premises, such changes or alterations, if agreeable to KCS, will be made by KCS at City's expense, the entire cost of which City will promptly pay.

11. To make any and all arrangements that may be necessary to secure the location or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than KCS which it may be found necessary to locate or relocate in any manner whatsoever due to the construction of said public road.

12. To appoint and keep competent inspectors, engineers or other authorized parties on the work to be done by City during the progress of such work, and to give KCS reasonable advance notice of the performance by City, or any contractor employed by City to construct said public road, of any work upon, along, over or across the right of way and tracks of KCS which might render unsafe the operation of trains on the tracks of KCS.

13. City shall provide, or in the alternative, City shall require any contractor employed by it in the performance of the work to provide, insurance of the following kinds and amounts:

- (1) Contractor's Public Liability and Property Damage Liability Insurance;
- (2) Automobile Liability Insurance;
- (3) Railroad's Protective Insurance and Property Damage Liability Insurance; and
- (4) Statutory Worker's Compensation coverage.

The limits of liability for the kinds of insurance required above shall be as follows:

Worker's Compensation coverage in the amounts and with liability coverage as required by applicable state law. Public liability, Property Damage, and Railroad Protective Liability Single Limit Coverage of \$3,000,000 per occurrence, \$6,000,000 aggregate. Automobile Liability Insurance with limits of \$500,000 per occurrence, \$1,000,000 aggregate. Public

t-5

Liability, Automobile Liability, and Railroad Protective Insurance shall provide coverage for both personal injury and property damage.

If any part of the work is sub-contracted by City or its contractor, proof of insurance in the same types and amounts shall be provided by the contractor or sub-contractors covering their operations under this Agreement.

Certificates of insurance, satisfactory to KCS, shall be provided to KCS evidencing the types and amounts of coverage required by this section prior to beginning work under this Agreement. The insurance certificate shall name KCS as an additional insured and contain a clause reading: "In the event any of the above policies are materially altered, changed or canceled, KCS will be furnished 30 days advance notice in writing."

14. Except as authorized by KCS, neither the City nor its contractor will work within the right of way of the KCS. The right of way is generally defined as an area measured 50 feet, horizontally, on either side of the centerline of track with unlimited vertical distance within the horizontal limits. Additionally, the City will locate all equipment, devices, and materials at a sufficient distance from any track to ensure that no apparatus or part of any equipment, device, or material, such as the boom of a crane or a dragline, could, under any circumstances, encroach on the right of way of any track. When the City or its contractor is required to work within the right of way of any track, KCS will provide a qualified flagman. The City is responsible for all flagging expenses, and it will reimburse KCS for all of KCS' costs and expenses associated with providing the flagman. The City must notify KCS's Representative, at 816-983-1247, at least two (2) days in advance of the date the City wishes to commence working within the right of way of any track to allow the KCS time to provide the flagman called for herein. The City must provide at least two (2) weeks notice prior to the first use of the flagman at the project site.

No equipment or materials shall be stored on the right-of-way without the express written consent of KCS, and if such approval is obtained, said equipment or materials shall be placed at a minimum distance of 25 feet from the track centerline.

15. That it will release and vacate the licensed premises occupied by the public road, remove the public road from the licensed premises and otherwise fully restore the premises to the condition in which they existed prior to the beginning of the work herein covered, immediately after the need for such public road ceases to exist.

16. CITY SHALL AND WILL, AND DOES HEREBY AGREE, INsofar AS PERMITTED BY LAW, TO ASSUME AND DISCHARGE, AND INDEMNIFY AND SAVE HARMLESS, KCS, ITS SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, COST, EXPENSE, CLAIMS, JUDGMENTS, OR ATTORNEYS' FEES FOR OR ON ACCOUNT OF PERSONAL INJURIES TO OR DEATH OF PERSONS OR DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY, DIRECTLY OR INDIRECTLY CAUSED BY, DUE TO, ARISING OUT OF, OR IN CONNECTION WITH, THE MAINTENANCE, OPERATION, USE, REMOVAL OR EXISTENCE OF THAT PORTION OF THE

t-6

PUBLIC ROAD HEREIN DESCRIBED, EXCEPT IN ANY INSTANCES OF SUCH EVENTS WHICH ARISE OUT OF THE SOLE NEGLIGENCE OF KCS.

17. City agrees traffic control systems at the crossing or crossing illumination will be installed at no cost to KCS.

18. City will furnish, install, and thereafter maintain pavement markings, advance warning signs, and traffic control signs in accordance with MUTCD and all applicable laws and regulations, and will provide traffic control during construction or maintenance operations to accommodate work by KCS.

19. City or its contractor shall remove all trees and other vegetation within the KCS right of way for a distance of 300 feet in all four quadrants of the right-of-way.

20. City shall be solely responsible for applying for any required permits and authorizations for the work to be performed under this Agreement, but only if such permitting or authorization is required.

21. That upon completion of the extension of Plano Parkway and crossing at Mile Post 586.40, City, at its sole cost and expense, will remove the crossing at North Star Road, also known as Bradshaw Road, DOT No. 789-6471N, Mile Post 587.45 consisting of crossing approaches, drainage structures, and crossing surface outside the ends of the ties, and shall return the right of way to its natural contour.

22. The City shall furnish to KCS a certified copy of the Ordinance or Resolution adopted by the governing body of the City of Plano, Texas authorizing the execution of this agreement on behalf of the City, or other proof sufficient to establish the authority to execute this agreement.

ARTICLE III

1. KCS, upon receipt of an advance deposit in an amount equal to the estimated costs set forth in Exhibits "B" and "C" will schedule and perform the work as set forth herein.

2. City agrees to promptly pay KCS upon completion of all work by KCS and the receipt of an itemized statement from KCS for the total cost to KCS for the work performed by KCS in accordance with Exhibits "B" and "C" less prior payment. If the total cost is less than prior payment, KCS will refund the excess to City.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate on the day and year first above written.

t-7

THE KANSAS CITY SOUTHERN RAILWAY
COMPANY

By _____

Title _____

Date _____

CITY OF PLANO, TEXAS

By _____

Title _____

Date _____

ATTEST:

By _____

Title _____

Date _____

68

EXHIBIT "B"



KANSAS CITY SOUTHERN RAILWAY COMPANY

GRADE CROSSING WARNING DEVICES
SIGNAL PROJECT EVALUATION OF COST

PROJECT DESCRIPTION & LOCATION		DATE: 12/19/2003
Proposed to install Four Flasher Signals with Gates and Two Cantilevers Signals and install a New 8'X12' Steel Bungalow with Constant Warning Time GCP #3000D2 Unit at the New Crossing of KCS Railway Tracks *Includes the New UDA Alarm and Alert Reporting System to KCSR Streetport Office		
Plano Parkway Extension in Plano, TX DOT #919268R		
MP C-586.24, Transcontinental Division, Alliance Sub File No. SD-26-5-586.24 KCS Railway Asset # RCL Project No. A2922	Funding: 100% City of Plano State Project #: CSJ:	

DESCRIPTION OF MATERIALS (by CONTRACTOR)	Qty	Unit Price	Total
8'X12' STEEL BUNGALOW, with GCP #3000D2 Unit with UDA System, and all other equipment required to control warning devices as shown.	1 LOT	\$ 76,638	\$ 76,638
CANTILEVER & GATE SIGNALS, with 12" LED Lights, All Aluminum Gate Arms, LED Gate Lights, Signs, Bells, per State Specifications.	1 LOT	\$ 92,158	\$ 92,158
SIGNAL MATERIAL as required for project, Foundations, Underground Wire & Cable, Guard Rails, Multi Shunt Boxes, Track Connectors, etc.	1 LOT	\$ 30,125	\$ 30,125
PROJECT MATERIAL, Local Purchases for Cover Rock necessary, 220 Volt AC Service Pole, Directional Boring with 4" PVC Pipe, etc.	1 LOT	\$ 16,500	\$ 16,500
See KCS Layout Plan, DWG. No. SD-26-4-586-24A-C1	Material Subtotal		\$ 215,421

LABOR & ADDITIVES, EQUIPMENT & PERSONAL EXPENSES	Qty	Unit Price	Total
KCS LABOR with additives, signal dept personnel required for supervision and field installation as directed by Signal Engineer	1 LOT	\$ 41,843	\$ 41,843
EQUIPMENT CHARGES for signal dept pickup trucks, backhoes, boom trucks with crane, and any rental equipment required	1 LOT	\$ 15,570	\$ 15,570
KCS PERSONAL EXPENSES for all signal dept. personnel	1 LOT	\$ 7,960	\$ 7,960
Labor, Equipment & Personal Expenses Subtotal			\$ 65,373

CONTRACT EXPENSES			
CONTRACT ENGINEERING for technical & engineering services to provide layout design and circuit plans as directed by KCS signal dept	1 LOT	\$ 15,000	\$ 15,000
CONTRACT PROJECT MANAGEMENT for project management services as directed by KCS signal dept	1 LOT	\$ 4,179	\$ 4,179
CONTRACTOR'S LIABILITY INSURANCE		5.88%	\$ 120
CONTRACT PROJECT ADMINISTRATION FEE	1 LOT	\$ 23,472	\$ 23,472
Contractor Subtotal			\$ 42,771

Total Estimated Cost to Install CANTILEVERS & GATES at the Plano Parkway Extension in Plano, TX DOT #919268R	\$323,565
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This estimate of cost is limited to 180 days from date of issuance, KCS shall authorize its use after this time period or submit a revised estimate of cost

7-10

ESTIMATE

EXHIBIT "C"

Date: 08/18/03

Applicant: City of Plano

Location: Plano, TX

Dot #: To be assigned

Mile Post: app 586.00

Road Name: Plano pkwy. Extension

Project #: To be assigned

Asset #: To be assigned

Project Summary

Install (2) EACH 56" complete crossing, fiber fabric, new ballast, new drainage pipes and construction of hard pan (and to be built to the UPRR Western Railroad Standard 8" concrete sections on 10' ties. All items may or may not be used, if not, the final billing will reflect actual quantities.

This is an ESTIMATE of cost and the final bill may vary, but will reflect actual cost.

Estimated Project Cost \$ 112,286

Grading - Subgrade Preparation

(1) Materials

84 Net Tons - Asphalt for Filler		
\$60.00 per Net Ton		\$5,040
80 Net Tons - 12" Asphalt Subbase		
\$60.00 per Net Ton		\$4,800
224 Net Tons - Ballast Material		
\$60.00 per Net Ton		\$13,440
260 L.F. - 6" Perforated CMP		
\$6.50 per L.F.		\$1,690
4 Ea. - 6" - 45'00" Elbow Connections		
\$35.00 Ea.		\$140
0 Ea. - 6" - "Y" Connections		
\$35.00 Ea.		\$0
28 Ea. - 6" Bands for CMP		
\$35.00 Ea.		\$980

Total Materials Cost \$26,090

t-11

(2) Contractor Labor and Equipment

56 Hours - (2 Ea.) Trackhoe with Operator	\$85.00 per Hour	\$9,520
56 Hours - Dump Truck with Operator	\$45.00 per Hour	\$2,520
56 Hours - Dozer with Operator	\$65.00 per Hour	\$3,640
28 Hours - Steel Wheel Roller with Operator	\$20.00 per Hour	\$560
168 Man Hours - Miscellaneous Labor	\$15.00 per Hour	\$2,520
56 Man Hours - Flagging (Rail Pro)	\$80.00 per Hour	\$4,480
Total Contractor Cost		\$23,240

Crossing and Trackwork

(1) Materials

112 L.F. - Prefabricated Concrete Crossing Panel for 136RE Rail	\$165.00 per L.F.	\$18,480
2 Ea. - 80' 136# Prefabricated Track panel 10' Oak Ties on 19 1/2" Centers	\$5,165.08 Ea.	\$10,330
6 Ea. - Plasma Welds	\$400.00	\$2,400
6 Ea. - Oak Ties	\$38.00 Ea.	\$228
12 Ea. - New 136RE Tie Plates	\$5.46 Ea.	\$66
12 Ea. - 136RE Rail Anchors	\$1.02 Ea.	\$12
48 Ea. - Track Spikes	\$0.28 Ea.	\$13
2400 Sq. Ft. - Filter Fabric	\$0.25 per Sq. Ft.	\$600
5 % Freight and Handling of Materials		\$1,606
6 % State and Use Tax on Materials		\$1,928
Total Materials Cost		\$35,663

t-12

(2) Labor

28	Project Management	\$60.00 per Hour	\$1,680
168	Man Hours to Remove Existing Crossing	\$15.00 per Man Hour	\$2,520
168	Man Hours to Reconstruct Track	\$15.00 per Man Hour	\$2,520
168	Man Hours to Install New Crossing	\$15.00 per Man Hour	\$2,520
10.55	% Vacation and Holidays		\$975
18.31	% Health and Welfare		\$1,892
26.73	% Railroad Retirement and Unemployment		\$2,730
1.98	% Supplemental Pension		\$199
12.5	% Railroad Public Liability Insurance		\$1,155
Total Labor Cost			\$15,991

(3) Equipment

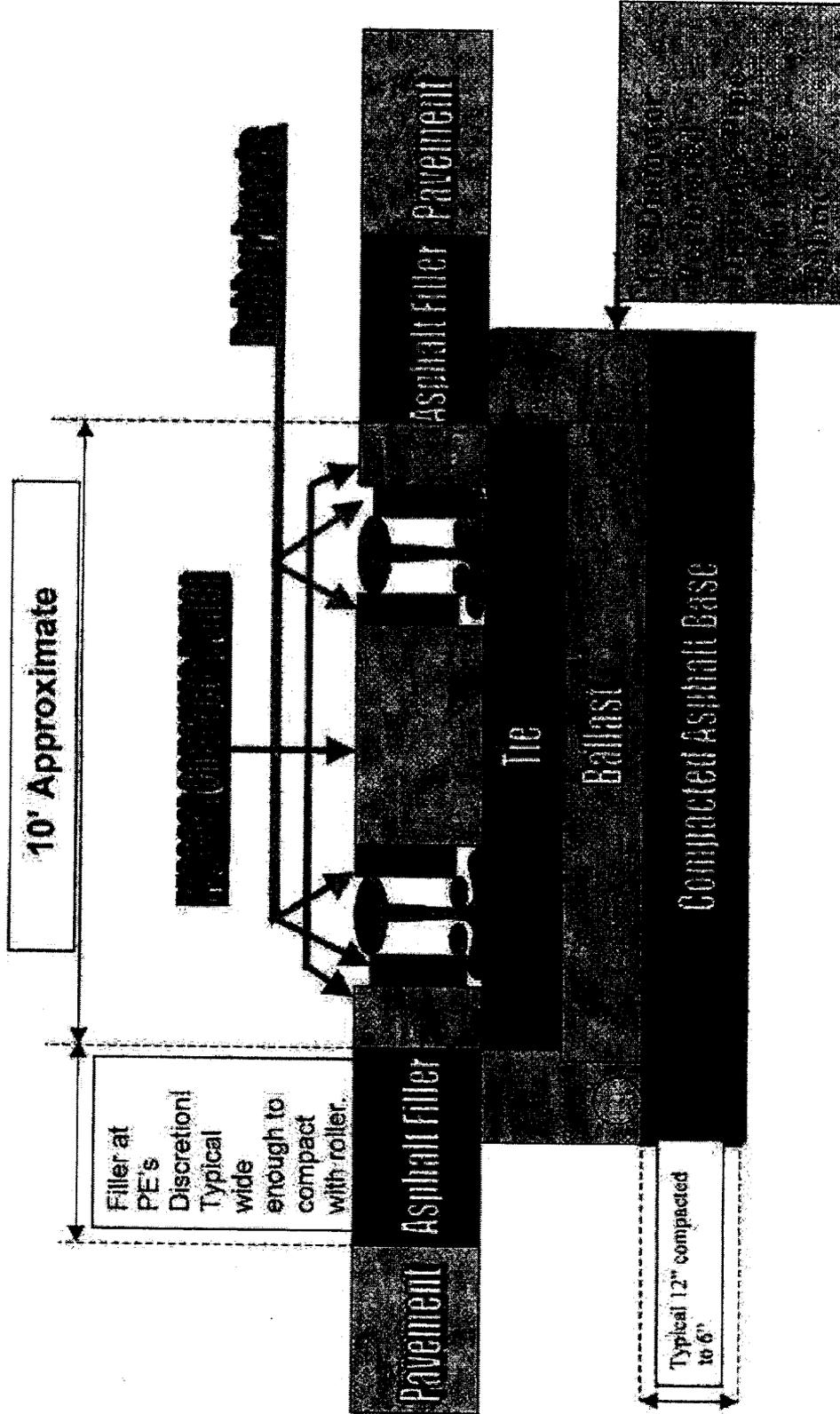
5	Days - 2 Heavy Duty Drills	\$22.00 per Day	\$220
5	Days - 2 Impact Wrenches	\$22.00 per Day	\$220
5	Days - 2 Air Compressors	\$65.00 per Day	\$650
2	Day - Automatic Tamper with Operator	\$1,149.00 per Day	\$2,298
2	Day - Ballast Regulator with Operator	\$520.00 per Day	\$1,040
56	Hours - 2 Section Trucks with Rail Units	\$25.33 per Hour	\$2,837
56	Hours - Roadmaster Truck with Rail Units	\$12.61 per Hour	\$706
24	Hours - Welding Truck with Rail Units	\$63.75 per Hour	\$1,530
3	Hours - Work Train to Unload Ballast	\$600.00 per Hour	\$1,800
Total Equipment Cost			\$11,301

Estimated Project Cost

\$112,286

7-13

TYPICAL CROSSECTION OF CONCRETE CROSSING SURFACE



t-14



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	04/11/05	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan L. Upchurch	Executive Director	4.5.05	
Dept Signature:	<i>Alan L. Upchurch</i>	City Manager	4/5/05	
Agenda Coordinator (include phone #):		Irene Pegues (7198)	(Project No. 5280)	
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Approving the terms and conditions of a License Agreement by and between the City of Plano and Dallas Area Rapid Transit relating to closing of the railroad crossing at Bradshaw Road and construction of an at-grade rail crossing for the Plano Parkway Extension (Los Rios Boulevard to 14 th Street), and authorizing its execution by the City Manager or his designee and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2004-05	Prior Year (CIP Only)	Current Year	Future Years
Budget	0	0	0	TOTALS
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS: No fiscal impact.				
SUMMARY OF ITEM				
This agreement with DART grants a license to the City of Plano for the purpose of closing the railroad crossing at Bradshaw Road and constructing, reconstructing, installing, and maintaining an at-grade, six-lane, 19-foot median divided paved public road crossing, with active warning devices, the project consisting of the extension of the existing Plano Parkway eastward to a connection with 14 th Street (F.M. 544) and related appurtenances.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
License Agreement		N/A		
Location Map				

4-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND DALLAS AREA RAPID TRANSIT TO CLOSE THE RAILROAD CROSSING AT BRADSHAW ROAD AND TO CONSTRUCT A CROSSING AT PLANO PARKWAY; 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 license agreement by and between the Dallas Area Rapid Transit ("DART") and the City of Plano ("City") to close the railroad crossing at Bradshaw Road and to construct a railroad crossing at Plano Parkway, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

DULY PASSED AND APPROVED this ____ day of _____, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

AGREEMENT No. _____

LICENSE AGREEMENT

THIS AGREEMENT is made by and between DALLAS AREA RAPID TRANSIT, ("DART"), a regional transportation authority, created, organized and existing pursuant to Chapter 452, Texas Transportation Code, as amended (the "Act") and the CITY OF PLANO, TEXAS, a home-rule municipal corporation ("Licensee"), acting by and through its duly authorized official, whose mailing address is P.O. Box 860358, Plano, Texas 75086-0358.

WITNESSETH:

WHEREAS, DART now owns certain railroad right-of-way (the "DART Property") within the city limits of the City of Plano; and

WHEREAS, DART has a Trackage Rights Agreement (the "Contract") with Kansas City Southern Railway (the "Railroad") whereby the Railroad is responsible for certain maintenance of existing at-grade highway-rail crossings; and

WHEREAS, the City desires to extend the existing Plano Parkway eastward connecting with 14th Street (F.M. 544), and thereby creating a new highway-rail crossing; NOW, THEREFORE,

1. **Purpose.** DART HEREBY GRANTS A LICENSE to Licensee for the purpose of constructing, reconstructing, installing and maintaining an at-grade, six-lane, 19-foot median divided Paved Public Road Crossing, with active warning devices, the project consisting of the extension of the existing Plano Parkway eastward connecting with 14th Street (F.M. 544), and including two longitudinal reinforced concrete box culverts, (the "Permitted Improvements") crossing DART's Cotton Belt Line 1,322 feet east of the existing North Star Road, at Mile Post 586.35, in Plano, Collin County, Texas, more particularly as shown in Exhibits "A" and "B" attached hereto and incorporated herein for all pertinent purposes, (the "Property").

The term "Paved Public Road Crossing" shall include the concrete crossing material, pavement, grading, barricades, street lighting, drainage facilities, signs, pavement markings, active warning devices and approaches as designated by DART.

The property shall be used by Licensee solely for the purpose of construction, reconstruction, installation, use and maintenance of the Permitted Improvements by Licensee and for use of the Permitted Improvements by the public (the "Permitted Uses"), EXCEPT, HOWEVER, AND IT IS UNDERSTOOD BY BOTH DART AND LICENSEE THAT THE GRANTING OF THIS LICENSE SHALL NOT BE CONSTRUED IN ANY WAY TO CONSTITUTE A DEDICATION TO THE PUBLIC. Licensee's right to enter upon and use the Property shall be limited solely to the Permitted Uses and the Permitted Improvements.

2. **Consideration.** The consideration for the granting of this License shall be:

2.01. The faithful performance by Licensee of all of the covenants and agreements contained in this Agreement to be performed by Licensee, and

2.02. The payment of the sum of TEN AND NO/100 (\$10.00) DOLLARS cash in hand paid by Licensee to DART, and

2.03 The payment for the entire cost of constructing and maintaining the public road, including any drainage facilities caused to be required thereof, and

2.04 The reimbursement by Licensee to the Railroad for all labor and materials necessary for the construction of the crossing surface within the limits of the ties, future maintenance and reconstruction of said crossing, and installation of the active warning devices, within thirty (30) days upon presentation of invoice by the Railroad, and

2.05. The credit for the previously closed at-grade highway-rail crossings of the former Southern Pacific Transportation Company, currently DART's North Central Light Rail Transit Line, at 12th Street, DOT No. 763410F, Mile Post 282.20, 16th Street DOT No. 763405J, Mile Post 282.50, and 17th Street, DOT No. 763404C, Mile Post 282.60, all within the City of Plano, and

2.06 The closing of the existing highway-rail crossing the Cotton Belt Line at North Star Road, also known as Bradshaw Road, DOT No. 789641N, Mile Post 586.60, within thirty (30) days of the opening of the Plano Parkway extension, within the City of Plano. Closure by Licensee shall include removal of the approaches, drainage facilities and restoration of the natural ditch line.

3. **Term.** The term of this license shall be perpetual subject, however, to termination by either party as provided herein.

4. **Non Exclusive License.** This license is non-exclusive and is subject to (a) any existing utility, drainage or communication facility located in, on, under, or upon the Property owned by DART, any railroad, utility, or communication company, public or private; (b) to all vested rights presently owned by any railroad, utility or communication company, public or private, for the use of the Property for facilities presently located within the boundaries of the Property; and (c) to any existing lease, license or other interest in the Property granted by DART to any individual, corporation or other entity, public or private.

5. **Design, Construction, Operation and Maintenance.** DART's use of the Property and adjoining property may include the use of electrically powered equipment. Notwithstanding DART's inclusion within its system of measures designed to reduce stray current which may

cause corrosion, **Licensee is hereby warned that such measures may not prevent electrical current being present in proximity to the Permitted Improvements and that such presence could produce corrosive effects to the Permitted Improvements.**

5.01. All design, construction; reconstruction, replacement, removal, operation and maintenance of the Permitted Improvements on the Property shall be done in such a manner so as not to interfere in any way with the operations of DART or with any railroad operations. In particular, cathodic protection or other stray current corrosion control measures of the Permitted Improvements as required shall be made a part of the design and construction of the Permitted Improvements.

5.02. During the design phase and prior to commencing construction on the Property, a copy of the construction plans showing the exact location, type and depth of the construction, any cathodic protection measures and any working area, shall be submitted for written approval to DART and the Railroad (the "Railroad", whether one or more) when the construction is going to be within the area of Railroad operations. Such approval shall not be unreasonably withheld. No work shall commence until said plans have been approved by DART and Railroad.

5.03. By acceptance of this License, Licensee agrees to design, construct, reconstruct and maintain the Permitted Improvements in such a manner so as not to create a hazard to the use of the Property, and further agrees to pay any damages which may arise by reason of Licensee's use of the Property under this Agreement.

5.04. By acceptance of this License, Licensee agrees to institute and maintain a reasonable testing program to determine whether or not additional cathodic protection of its Permitted Improvements is necessary and if it is or should become necessary, such protection shall be immediately instituted by Licensee at its sole cost and expense.

5.05. By acceptance of this License, Licensee covenants and agrees to contract with the Railroad for the original construction of all active warning devices and crossing surface within the limits of the ties, to perform and be responsible for future maintenance and future reconstruction upon the expiration of the useful life of crossing surfaces following proper installation by Railroad, at the expense of Licensee. Licensee agrees to reimburse DART or Railroad for any material or labor and all cost and expenses incurred by DART or the Railroad provided for the installation and maintenance of the active warning devices and crossing surface. Licensee agrees to enter into a cost reimbursement agreement with the Railroad to further specify how such reimbursement will take place.

5.06. Licensee or its contractor shall remove all trees and other vegetation within the railroad right of way for a distance of 300 feet in all four quadrants of the right of way.

5.07. Licensee shall be responsible for maintenance and liable for damage for any and all additional drainage created by Licensee's project distributed onto and within DART's right of way from the point of entry to the exit point of DART's property.

5.08. Licensee shall provide traffic control during construction or maintenance operations to accommodate work by Railroad.

5.09. **Absence of markers does not constitute a warranty by DART that there are no subsurface installations on the Property.**

5.10. If at any time, traffic volume or other circumstances should warrant a grade separation for the crossing licensed hereunder, Licensee shall be responsible for the installation of such grade separation to DART's standards, at no cost to DART.

6. **Governmental Approvals.** Licensee, at its sole cost and expense, shall be responsible for and shall obtain, any and all licenses, permits, or other approvals from any and all governmental agencies, federal, state or local, required to carry on any activity permitted herein.

7. **DART's Standard Contract and Insurance.** No work on the Property shall be commenced by Licensee or any contractor for Licensee until such Licensee or contractor shall have executed DART's Standard Contractors Agreement covering such work, and has furnished insurance coverage in such amounts and types as shall be satisfactory to DART.

8. **Duty of Care in Construction.** Licensee or its contractor shall use reasonable care during the construction period and thereafter, to avoid damaging any existing buildings, equipment and vegetation on or about the Property and any adjacent property owned by or under the control of DART. If the failure to use reasonable care by the Licensee or its contractor causes damage to the Property or such adjacent property, the Licensee and/or its contractor shall immediately make appropriate replacement or repair the damage at no cost or expense to DART. If Licensee or its contractor fails or refuses to make such replacement, DART shall have the right, but not the obligation, to make or effect any such repair or replacement at the sole cost and expense of Licensee, which cost and expense Licensee agrees to pay to DART upon demand.

9. **Environmental Protection.**

9.01. Licensee shall not use or permit the use of the Property for any purpose that may be in violation of any local, state or federal laws pertaining to health or the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act ("CWA") and the Clean Air Act ("CAA").

9.02. Licensee warrants that the Permitted Use of the Property will not result in the disposal or other release of any hazardous substance or solid waste on or to the Property, and that it will take all steps necessary to insure that no such hazardous substance or solid waste will ever be discharged onto the Property by Licensee or its Contractors.

9.03. The terms "hazardous substance" and "release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in the RCRA; PROVIDED, HOWEVER, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and PROVIDED FURTHER, that to the extent that the laws of the State of Texas establish a meaning for "hazardous substance", "release", "solid waste", or "disposal", which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

9.04. **To the extent permitted by law and without waiving governmental immunity, Licensee shall indemnify and hold DART and Railroad harmless against all cost of environmental clean up to the Property resulting from Licensee's use of the Property under this Agreement.**

10. Mechanic's Liens Not Permitted. Licensee shall fully pay for all labor and materials used in, on, or about the Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Property by reason of any work done or materials furnished to the Property at Licensee's instance or request.

11. Maintenance of Completed Improvements. After the Permitted Improvements have been constructed, they shall be maintained by the Licensee in such a manner as to keep the Property in a good and safe condition with respect to Licensee's use. In the event the Licensee fails to maintain the Property as required, upon discovery, DART shall notify Licensee of such occurrence in writing. In the event Licensee shall not have remedied the failure within thirty (30) days from the date of such notice, DART shall have the right, but not the obligation to remedy such failure at the sole cost and expense of Licensee. In the event DART exercises its right to remedy Licensee's failure, Licensee agrees to immediately pay to DART all costs incurred by DART upon demand.

12. Future Use by DART.

12.01. This license is made expressly subject and subordinate to the right of DART to use the Property for any purpose whatsoever.

12.02. In the event that DART shall, at any time subsequent to the date of this Agreement, at its sole discretion, determine that the relocation of the Permitted Improvements shall be necessary or convenient for DART's use of the Property, or that the crossing must be modified, including but not limited to the installation of grade crossing signals, Licensee shall, at its sole cost and expense make such modifications or relocate said Permitted Improvements so as not to interfere with DART's or DART's assigns use of the Property. In this regard, DART may, but is not obligated to, designate other property for the relocation of the Permitted Improvements. A minimum of thirty (30) days written notice for the exercise of one or more of

the above actions shall be given by DART, and Licensee shall promptly commence to make the required changes and complete them as quickly as possible.

13. Duration of License. This license shall terminate and be of no further force and effect (a) in the event Licensee shall discontinue or abandon the use of the Permitted Improvements; (b) in the event Licensee shall relocate the Permitted Improvements from the Property; (c) upon termination in accordance with paragraph 18 of this Agreement, whichever event first occurs; PROVIDED, HOWEVER, that any indemnifications provided for herein shall survive such termination.

14. Compliance With Laws and Regulations. Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee and by railroad regulations, policies and operating procedures established by the Railroad, or other applicable railroad regulating bodies, and to the extent permitted by law and without waiving governmental immunity, Licensee agrees to indemnify and hold DART harmless from any failure to so abide and all actions resulting therefrom. Licensee acknowledges federal railroad regulatory agency's requirements for whistles at at-grade public and private road crossings.

15. Indemnification.

15.01. To the extent permitted by law and without waiving governmental immunity, Licensee shall defend, protect and keep DART and Railroad forever harmless and indemnified against and from any penalty, or damage, or charge, imposed for any violation of any law, ordinance, rule or regulation arising out of the use of the Property by Licensee, whether occasioned by the neglect of Licensee, its employees, officers, agents, contractors or assigns, or those holding under Licensee;

15.02. To the extent permitted by law and without waiving governmental immunity, Licensee shall at all times protect, indemnify and it is the intention of the parties hereto that Licensee hold DART and Railroad harmless against and from any and all loss, cost, damage or expense, including attorney's fees, arising out of, or from any accident or other occurrence on or about the Property causing personal injury, death, or property damage, except when caused by the willful misconduct or negligence of DART or Railroad, their officers, employees or agents, and then only to the extent of the proportion of any fault determined against DART for its willful misconduct or negligence;

15.03. To the extent permitted by law and without waiving governmental immunity, Licensee shall at all times protect, indemnify and hold DART and Railroad harmless against and from any and all loss, cost, damage or expense, including attorney's fees, arising out of or from any and all claims or causes of action resulting from any failure of Licensee, its officers, employees, agents, contractors or assigns in any respect to comply with and perform all the requirements and provisions hereof.

16. **Termination of License.** At such time as this license may be terminated or cancelled for any reason whatever, Licensee, upon request by DART, shall remove all improvements and appurtenances owned by it, situated in, under or attached to the Property and shall restore the Property to the condition existing at the date of execution of this License, at Licensee's sole expense.

17. **Assignment.** Licensee shall not assign or transfer its rights under this Agreement in whole or in part, or permit any other person or entity to use the License hereby granted without the prior written consent of DART which DART is **under no obligation to grant.**

18. **Methods of Termination.** This Agreement may be terminated in any of the following ways:

18.01. Written Agreement of both parties;

18.02. By either party giving the other party thirty (30) days written notice; or

18.03. By either party, upon failure of the other party to perform its obligations as set forth in this Agreement.

19. **Miscellaneous.**

19.01. Notice. When notice is permitted or required by this Agreement, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid, in the U.S. Mail, Certified, Return Receipt Requested, and addressed to the parties at the following addresses:

LICENSOR:	Dallas Area Rapid Transit P. O. Box 660163 Dallas, Texas 75266-7210 Attn: Railroad Management	<i>Or</i>	1401 Pacific Avenue Dallas, Texas 75202-7210
-----------	--	-----------	---

LICENSEE:	City of Plano P.O. Box 860358 Plano, Texas 75086-0358 Attn: City Engineer	<i>Or</i>	1520 K. Avenue, Suite 250 Plano, Texas 75074
-----------	--	-----------	---

Either party may from time to time designate another and different address for receipt of notice by giving notice of such change of address.

19.02. Attorney Fees. Any signatory to this Agreement who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Agreement shall be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.

19.03. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

19.04. Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property and the matters addressed herein, and may be amended or supplemented only by a written instrument executed by the party against whom enforcement is sought.

19.05. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.

19.06. Number and Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

19.07. Authorization. The City shall furnish to DART a certified copy of minutes adopted by the governing body of the City of Plano, Texas, authorizing the execution of this Agreement on behalf of the City, or other proof sufficient to establish the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals this _____ day of _____, 2005.

LICENSOR:

DALLAS AREA RAPID TRANSIT

BY: _____

KATHRYN D. WATERS

Vice President

Commuter Rail & Railroad Management

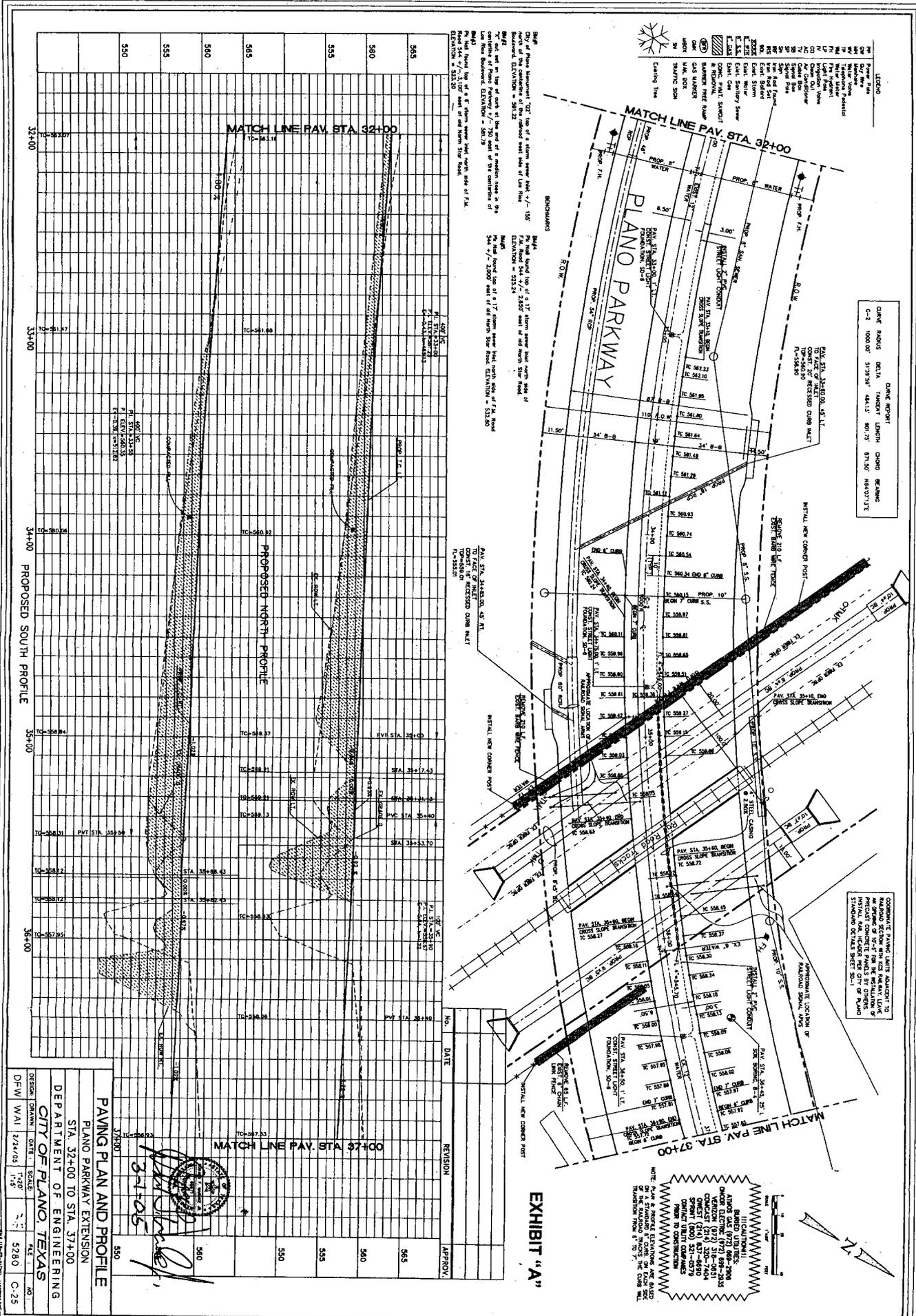
LICENSEE:

CITY OF PLANO

BY: _____

Printed Name:

Title:



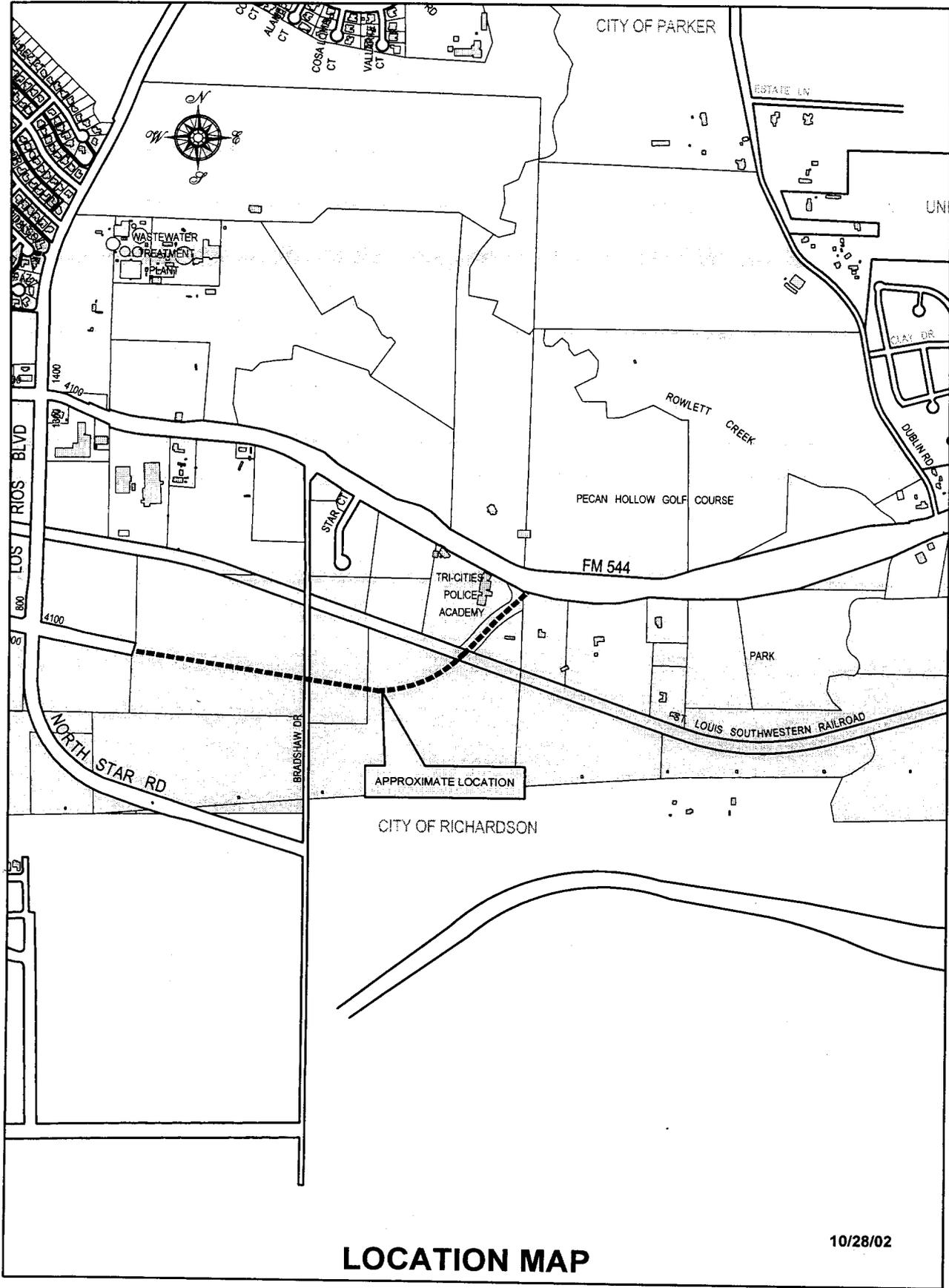
DATE: 08/11/2010
 TIME: 10:00 AM
 DRAWN: WAI
 CHECKED: WAI
 PROJECT: PLANO PARKWAY EXTENSION

APPROVED: [Signature]
 DATE: 3-1-05

PAVING PLAN AND PROFILE
 PLANO PARKWAY EXTENSION
 STA. 32+00 TO STA. 37+00
 DEPARTMENT OF ENGINEERING
 CITY OF PLANO, TEXAS
 DESIGNER: WAI
 DATE: 3/24/05
 SCALE: 1"=30'
 SHEET NO.: 5280
 OF: C-25

NO.	DATE	REVISION	APPROV.

PLANO PARKWAY EXTENSION LOS RIOS BOULEVARD TO 14TH STREET PROJECT NO. 5280



LOCATION MAP

10/28/02



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes <i>[Signature]</i>	<input type="checkbox"/> Not Applicable
Council Meeting Date: 4/11/05		Reviewed by Legal	<input checked="" type="checkbox"/> Yes <i>[Signature]</i>	<input type="checkbox"/> Not Applicable	
Department:	Public Safety Communications			Date 3-25-05	
Department Head	Ron Timmons	Executive Director	<i>[Signature]</i>		
Dept Signature:	<i>Ron P. Timmons</i>	City Manager	<i>[Signature]</i>		
Agenda Coordinator (include phone #): Susan Carr x 7934					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
A Resolution of the City Council of the City of Plano, Texas, approving the purchase of Symposium, telecommunications hardware and software, from Affiliated Telephone, Incorporated; a sole-source provider, authorizing the City Manager or his designee to take such action as is necessary to effectuate the purchase; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	03/04 & 04/05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	76,310	0	76,310
Encumbered/Expended Amount		0	0	0	0
This Item		0	-82,179	0	-82,179
BALANCE		0	-5,869	0	-5,869
FUND(S): WIRELINE FEES & 911 RESERVE FUND					
COMMENTS: Funds are included in the FY 2004-05 approved budget for this item. Additional funds were carried forward from the FY 2003-04 approved budget. The remaining amount will be funded from available funds in the 911 Reserve Fund balance.					
STRATEGIC PLAN GOAL: Telecommunications hardware and software purchase relates to the City's Goal of "Service Excellence".					
SUMMARY OF ITEM					
Staff recommends purchase of the Symposium solution, Telecommunications hardware and software, to be placed on the City's Meridian and 9-1-1 switches in the amount of \$82,179.40. This solution will provide the statistical analysis to enable the City to manage incoming call activity more efficiently.					
List of Supporting Documents: Proposal; Sole Source Letter			Other Departments, Boards, Commissions or Agencies		

V-1



NORTEL
NETWORKS
Authorized Distributor

March 7, 2005

To: David Kidd
davidki@plano.gov

Co: City of Plano

Re: Symposium Upgrade

Dear Mr. Kidd,

Affiliated, as your Nortel Maintenance Contract vendor, cannot maintain your Voice Switching Networks integrity and security if you allow other vendors access to your Nortel systems by purchasing parts from them. We cannot warranty any parts or service that any other vendor supplies. Other vendors causing any problems with your Nortel network will not be covered in your maintenance contract.

We are requesting that we be the sole source vendor for your Nortel telephone system network.

Please call me with any questions at 972-852-4010.

Sincerely,

Jim Carter

V-2

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE PURCHASE OF SYMPOSIUM, TELECOMMUNICATIONS HARDWARE AND SOFTWARE, FROM AFFILIATED TELEPHONE, INCORPORATED; A SOLE-SOURCE PROVIDER, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE SUCH ACTION AS IS NECESSARY TO EFFECTUATE THE PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposal by Affiliated Telephone, Incorporated; and,

WHEREAS, upon full review and consideration of the Proposal, 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;

WHEREAS, the City of Plano, Texas desires to purchase Symposium; and,

WHEREAS, Affiliated Telephone, Incorporated is the current provider of maintenance for the City of Plano's Telecommunications Systems; this purchase may only be made from Affiliated Telephone, Incorporated as the provider of our telecommunications services; and,

WHEREAS, due to Affiliated Telephone's exclusive rights to work on and maintain our switches, the City Council is of the opinion that the Symposium Hardware and Software is available only from one source, Affiliated Telephone, Incorporated, and therefore exempt from competitive bid as provided for in V.T.C.A., Local Government Code Sec. 252.022(a)(7);

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 Affiliated Telephone, Incorporated's proprietary maintenance rights to the City's Telecommunications switches and trunks, Affiliated Telephone, Incorporated has the exclusive ability to provide the Symposium solution, and that 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).

V-3

Section II. The terms and conditions of the Proposal, 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 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, substantial according to the terms and conditions set forth in the Proposal to effectuate the purchase of the Symposium Solution for the sum of \$82,179.40.

Section IV. This resolution shall become effective immediately from and after its passage.

DULY PASSED AND APPROVED this the 11th Day of April, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

V-4



NORTEL
NETWORKS
Authorized Distributor

March 7, 2005

To: David Kidd
davidki@plano.gov

Co: City of Plano

Re: Symposium Upgrade

Dear Mr. Kidd,

Affiliated, as your Nortel Maintenance Contract vendor, cannot maintain your Voice Switching Networks integrity and security if you allow other vendors access to your Nortel systems by purchasing parts from them. We cannot warranty any parts or service that any other vendor supplies. Other vendors causing any problems with your Nortel network will not be covered in your maintenance contract.

We are requesting that we be the sole source vendor for your Nortel telephone system network.

Please call me with any questions at 972-852-4010.

Sincerely,

Jim Carter

V-5

A PROPOSAL FOR

City of Plano

Prepared for:

Melissa Tutton

Prepared by:

**Kirk Baldrige
Senior Account Manager**

**AFFILIATED TELEPHONE
I N C O R P O R A T E D**

February 24, 2005

The contents of this proposal, which are confidential and proprietary information, should not be considered validated until submitted via contractual form with authorized signatures and approved by both the Customer and the President or VP of Sales of Affiliated. Information herein has been obtained from sources believed to be reliable, but Affiliated does not warrant its completeness or accuracy.

V-6

AFFILIATED TELEPHONE ATTRIBUTES

ATI was founded under four basic principles:

- Provide high quality telecommunications products and services
- Maintain honesty and reliability
- Offer fair yet competitive pricing
- Preserve the highest level of customer service

ATI was founded in 1984 to provide professional services on Nortel Systems for customers that appreciate personalized service and a fair price.

ATI is an authorized distributor of Nortel products. This means that we can work directly with Nortel. Direct purchases from the factory on equipment, software, and all NTI promotions are just a few benefits we can offer our customers.

As an authorized distributor of Nortel, we can utilize the ETAS (Engineering Technical Assistance Center) unit of NTI. This 24-hour center is comprised of technicians who are able to assist ATI technicians or expedite parts to customer locations. ATI also has an in-house engineering team that can perform remote functions, analyze equipment, and program databases in our own test center to insure quality parts that have been tested before our technicians come to your site.

In the past a phone system was limited. Today there is a higher demand on technology, which means the phone-system must be able to adapt and change as your business does. As a phone company, we try to change and adapt as technology does to be flexible and unique to each of our customer's needs.

Here are just some of the many services we provide:

- System Design and Engineering
- Traffic Studies
- System Evaluation and Troubleshooting
- Key System Installation: Contract and Turnkey
- System Hardware and Software Maintenance/Administration
- User/Administrator's Training
- Project and Program Management
- Remote Programming of System

At ATI, service is our mainstay. We will do our best to help your system perform to your expectations and make it easy for you to appreciate Nortel's dependability and flexibility.

V-7

System Investment for City of Plano:

Plant Vesta Integration

Qty	Part Number	Description	Unit Price	U/M	Ext. Price
VESTA/M-1 System					
VESTA SCCS					
2	870899-02101	VESTA SCCS SVR INTFC LIC	\$5,262.40	EA	\$10,524.80
16	870899-02201	VESTA SCCS WKSTN INFC LIC	\$175.50	EA	\$2,808.00
Sub Total					\$13,332.80
PEI Services					
Field Engineering Services					
64	809800-17101	FIELD ENG-PRIMARY	\$145.60	UN	\$9,318.40
100	819800-00101	MERIDIAN IMPLEMENTATION	\$152.10	EA	\$15,210.00
			\$0.00		
Project Management					
32	809800-51004	PROJECT MGT-SECONDARY	\$145.60	UN	\$4,659.20
Sub Total					\$29,187.60
Running SubTotal					\$42,520.40
Grand Total					\$42,520.40
Summary					
Field Engineering					\$24,528.40
Project					\$4,659.20
Management					
VESTA					\$13,332.80
Summary Total					\$42,520.40

Any line items listed as "Optional" in this quote are not included in the total of the proposal, or Quote Summary, and are not considered as part of the system. The Quote Summary is provided as an overview only. The line items and Grand Total reflect the system and price being quoted.

No order based on this Quote shall be accepted in the absence of a signed master purchase agreement or other purchase agreement with PEI governing the terms of sale

Lead Time: 4 - 12 Weeks ARO on all PEI standard products. 8 - 12 weeks for CADStar

Meridian Hardware/Software for Symposium Upgrade

Qty	Nortel Code	Description
1	NT1R29AA	NEXT GENERATION CONNECTIVITY
1	NTZC70DA	SW FEATUR PKG(BASE)-OPT 42/43/5
1	NT1R59AA	SCCS - NEXT GENERATION
1	NTZC70BA	SW FEATURES PK(CCS100)-OPT 214,
1	NTRH9017	3COM HUB
1	A0648379	CABLE RJ45TORJ45 CAT5 25FT

V-8

2	NTRH9069	10 BASE T TRANCEIVER MAU
1	NT9F41AF	SCCS R4.2 BASE S/WARE ENGLISH
1	NT9F06HA	SW ASSBLY, CCS100 UPG, MAX7-9 F
1	NT9F06BA	MAX 7/8/9 UPG TO CCS100 10 AGT
1	NT9F03HA	SW ASSBLY, CCS200, NEW SYS SW,
1	NT9F03BA	CCS 200, NEW SYSTEM (10 AGT)
Incl	SW0000L	MERIDIAN 1 SYSTEM SOFTWARE: REL
Incl	SW0005A	RTU/DN EXPANSION
Incl	SW0015A	SNMP OPEN ALARMS
Incl	SW0028A	RTU/FAST TDS
Incl	SW0050B	RTU/NETWORKING
Incl	SW0051C	ISDN NETWORKING - R25.40 AND LA
Incl	SW0052D	RTU/PRIVATE ISDN NETWORKING
Incl	SW0053B	PUBLIC ISDN ACCESS
Incl	SW0059B	NETWORK MESSAGE SERVICES
Incl	SW0150A	RAN BROADCAST
Incl	SW0165A	ESA ENHANCED SERVICES
1	SW0221D	ACD PROCESSING
1	SW0222A	RTU/ENHANCED ACD OVERFLOW
1	SW0223A	RTU/ENHANCED ACD ROUTING
1	SW0224A	RTU/ENHANCED CALL CENTER MGMT
Incl	SW0229D	MERIDIAN 911
1	SW0230A	MULTIPLE QUEUE ASSIGNMENT
1	SW0251A	RTU/MERIDIAN LINK MODULE SW
Incl	S0000671	FXSP 152 (LS)
1	599SL1-1	MERIDIAN 1 SOFTWARE TRANSACTION
1	INSTALL	Installation/Programming
	MERIDIAN 1 TOTAL	\$39,650.00

Total Investment:

Plant Vesta Symposium Integration	\$42,520.40
Meridian Symposium Hardware/Software	\$39,659.00
Total Solution Investment	\$82,179.40

(Excludes applicable taxes)

This proposal is valid 30 days from February 24, 2005.

V-9



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	04/11/05	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>	4-4-05
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	4/4/05
Agenda Coordinator (include phone #):	Becky Rodgers x5105			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Approving and authorizing refunds of property tax overpayments.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: Funds are disbursed by the Collin County Tax Office.				
SUMMARY OF ITEM				
Attached for your approval are property tax refunds totalling \$2,123.83.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Refund request listing provided by Collin County Tax Office				

W-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.

W-2

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

DULY PASSED AND APPROVED this _____ day of _____,
2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

W-3



FIDO	Account Number	Year	GF / Loan
100001	P-9001-203-1144-A	2003	
EATON ALICIA 2705 PINEHURST DR PLANO, TX 75075-1908 23 City of Plano			\$1.34
100001	P-9001-203-5411-A	2003	
MCNEIL PPC INC 7050 CAMP HILL RD FT WASHINGTON, PA 19034-2210 23 City of Plano			\$1.74
100001	R-0015-002-0250-1	2004	
MENDEZ FERNANDO 2009 FAIRFIELD DR PLANO, TX 75074-5002 23 City of Plano			\$93.14

Batch Total: \$96.22

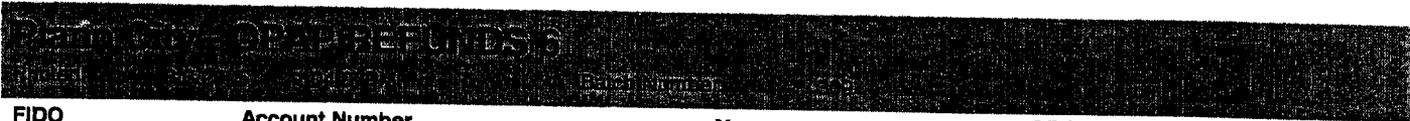
W-4



FIDO	Account Number	Year	GF / Loan
201241	R-4370-00A-0190-2	2004	585553-C
	LANDAMERICA AMERICAN TITLE 5025 W PARK BLVD STE 100 PLANO, TX 75093		
	23 City of Plano		\$23.49
FIDO	Account Number	Year	GF / Loan
201241	R-4370-00H-0320-2	2004	1966000527
	LANDAMERICA AMERICAN TITLE 5025 W PARK BLVD STE 100 PLANO, TX 75093		
	23 City of Plano		\$36.51
FIDO	Account Number	Year	GF / Loan
353571	R-4370-00E-0030-2	2004	7100 TWIN KNOLL LN
	KINGS HOLLOW BUILDERS LP 16610 DALLAS PARKWAY STE 2025 DALLAS, TX 75248		
	23 City of Plano		\$8.23
FIDO	Account Number	Year	GF / Loan
644838	R-3802-00G-0040-1	2004	
	HOMECOMINGS FINANCIAL NETWORK ATTN: SHANE JONES 8435 STEMMONS FRWY DALLAS, TX 75247		
	23 City of Plano		\$604.70

Batch Total: \$672.93

W-5



FIDO	Account Number	Year	GF / Loan
201241	R-8304-00F-0040-2	2004	792555-EI
	LANDAMERICA AMERICAN TITLE 5025 W PARK BLVD STE 100 PLANO, TX 75093		
	23 City of Plano		\$21.98
201241	R-8304-00F-0100-2	2004	792566-S
	LANDAMERICA AMERICAN TITLE 5025 W PARK BLVD STE 100 PLANO, TX 75093		
	23 City of Plano		\$22.00
201241	R-8304-00F-0110-2	2004	792568-U
	LANDAMERICA AMERICAN TITLE 5025 W PARK BLVD STE 100 PLANO, TX 75093		
	23 City of Plano		\$22.00
201241	R-8304-00G-0070-2	2004	792530-C
	LANDAMERICA AMERICAN TITLE 5025 W PARK BLVD STE 100 PLANO, TX 75093		
	23 City of Plano		\$22.00
201241	R-8304-00H-0110-2	2004	792547-W
	LANDAMERICA AMERICAN TITLE 5025 W PARK BLVD STE 100 PLANO, TX 75093		
	23 City of Plano		\$22.00

Batch Total: \$109.98

W-4

FIDO	Account Number	Year	GF / Loan
100001	P-900-203-8099-A MARQUETT BREWSTER & ASSOCIATES 3308 PRESTON RD STE 350-326 PLANO, TX 75093 23 City of Plano	2003	\$4.87
100001	R-3438-00D-0020-2 TIMMONS RONALD P 6905 EAGLE VAIL DR PLANO, TX 75093-8890 23 City of Plano	2004	\$267.57
200776	R-3438-00C-0200-2 SIGNATURE TITLE CO 2400 DALLAS PKWY STE 140 PLANO, TX 75093 23 City of Plano	2004	35X05286 \$972.26

Batch Total: \$1,244.70

W-7



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable	
Council Meeting Date:	4/11/05		Reviewed by Legal	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable	
Department:	Finance		Initials	Date	
Department Head	John F. McGrane		Executive Director		
Dept Signature:	<i>John F. McGrane</i>		City Manager	<i>DMW</i> 4/11/05	
Agenda Coordinator (include phone #): Donna White - x7479					
ACTION REQUESTED:					
<input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
<p>A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE ASSIGNMENT OF THE TAX ABATEMENT AGREEMENT IN TAX REINVESTMENT ZONE NO. 39 BETWEEN THE CITY OF PLANO, TEXAS, THE COUNTY OF COLLIN , THE COLLIN COUNTY COMMUNITY COLLEGE DISTRICT AND SASIB NORTH AMERICA, INC., (f/k/a SASIB BAKERY NORTH AMERICA, INC., PURSUANT TO A DELAWARE CORPORATE MERGER) TO STEWART SYSTEMS, INC., A DELAWARE CORPORATION, AND PROVIDING AN EFFECTIVE DATE.</p>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2005-2006	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S): GENERAL					
COMMENTS:					
SUMMARY OF ITEM					
<p>A RESOLUTION TO ASSIGN THE TAX ABATEMENT AGREEMENT WITH SASIB NORTH AMERICA, INC., REINVESTMENT ZONE NO. 39, TO STEWART SYSTEMS, INC.</p>					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Resolution		Joint Committee on Tax Abatement, Collin County, and Collin County Community College District			
Tax Abatement Agreement					

X-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE ASSIGNMENT OF THE TAX ABATEMENT AGREEMENT IN TAX REINVESTMENT ZONE NO. 39 BETWEEN THE CITY OF PLANO, TEXAS, THE COUNTY OF COLLIN, THE COLLIN COUNTY COMMUNITY COLLEGE DISTRICT AND SASIB NORTH AMERICA, INC. (f/k/a SASIB BAKERY NORTH AMERICA, INC., PURSUANT TO A DELAWARE CORPORATE MERGER), TO STEWART SYSTEMS, INC., A DELAWARE CORPORATION, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on the 25th day of January, 1999, the City Council of the City of Plano, Texas, ("City") passed Ordinance No. 99-1-22 establishing Reinvestment Zone No. 39, City of Plano, Texas for commercial/industrial tax abatement; and

WHEREAS, the City, Collin County, ("County"), Collin County Community College District ("College") and Sasib North America, Inc. (f/k/a Sasib Bakery North America, Inc.), a Delaware corporation, ("Sasib") entered into a Tax Abatement Agreement ("Agreement") which Agreement was approved by the City on January 25, 1999 by Resolution No. 99-1-23(R); and

WHEREAS, the City, County, College and Sasib amended the Agreement on February 21, 2000, by Resolution No. 2000-2-10(R); and

WHEREAS, by letter dated December 29, 2003, which is attached hereto as Exhibit "A" and incorporated herein by reference, Sasib notified the City of the transfer of the real property which is the subject of the Agreement to Sasib and the subsequent sale of the real property to Stewart Systems, Inc., a Delaware corporation, ("Stewart Systems"), on July 1, 2003; and

WHEREAS, Sasib and Stewart Systems request that the City approve the assignment ("Assignment") of that portion of the Agreement as it relates to Real Property and Improvements from Sasib to Stewart Systems and amend the Agreement accordingly; and

WHEREAS, Stewart Systems will continue to be the primary manager and tenant of the premises which is the subject of the Agreement.

X-2

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

Section I. That the Assignment of that portion of Sasib interest in the Agreement as it relates to Real Property and Improvements to Stewart Systems is found to be in the best interest of the City and is hereby approved.

Section II. The Agreement as previously approved by Resolution No. 99-1-23(R) is hereby amended to substitute Stewart Systems for Sasib as it relates to Real Property and Improvements only. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

DULY PASSED AND APPROVED this the _____ day of April, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

X-3

**SASIB NORTH AMERICA inc.**

December 29, 2003

John F. McGrane
Financial Director
City of Plano
P.O. Box 860358
Plano, Texas 75086

Re: Tax Abatement dated January 1st, 2000 (the "Tax Abatement Agreement")
by and between the City of Plano, Texas, the County of Collin, Texas and the
Collin County Community College District (collectively, the "Taxing Authorities")
and SASIB North America, Inc. ("Owner")

Dear Mr. McGrane:

We hereby request the content of the Taxing Authorities to proposed
assignment of Owner's rights under the Tax Abatement Agreement to Stewart
Systems, Inc.. Such Assignment was entered into upon the closing of the sale of
the Real Property (as defined in the Tax Abatement Agreement) to SASIB North
America, Inc., which occurred on date of closing: July 1st, 2003

Please call me at (972) 535-0444 should you have any questions or
comments regarding this request.


Luca Raffaelli
CFO - SASIB North America, Inc.

X-4



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 4/11/05		Reviewed by Legal <i>[Signature]</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Development Business Center		<i>[Signature]</i>	Date
Department Head	Frank Turner	Executive Director	<i>[Signature]</i>	4.5.05
Dept Signature:		City Manager	<i>[Signature]</i>	4/5/05
Agenda Coordinator (include phone #): Lynne Jones - 7109				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN JAMES MCCARLEY AND THE CITY OF PLANO FOR ADVOCACY AND CONSULTING SERVICES IN CONJUNCTION WITH THE TEXAS LEGISLATIVE 79TH REGULAR SESSION; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 04/05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	85,000	0	85,000
Encumbered/Expended Amount	0	-27,285	0	-27,285
This Item	0	-15,000	0	-15,000
BALANCE	0	42,715	0	42,715
FUND(S): GENERAL FUND				
COMMENTS: Funds for consulting services are included in the FY2004-05 Non-Departmental Budget.				
Strategic Plan Goal: The agreement for legislative consulting services related to the City's Goal of "Service Excellence".				
SUMMARY OF ITEM				
This resolution approves the terms and conditions of an agreement whereby James McCarley will provide services related to the City's retirement programs and any other assignments as directed by the City Manager.				
List of Supporting Documents: n/a		Other Departments, Boards, Commissions or Agencies n/a		

y-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN JAMES MCCARLEY AND THE CITY OF PLANO FOR ADVOCACY AND CONSULTING SERVICES IN CONJUNCTION WITH THE TEXAS LEGISLATIVE 79TH REGULAR SESSION; 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 agreement for advocacy and consulting services for the Texas Legislative 79th regular session on bills of interest to the City of Plano by and between James McCarley and the City of Plano, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

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

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

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

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

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

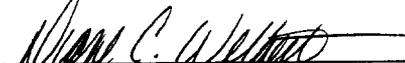
DULY PASSED AND APPROVED this the ____ day of _____, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY

A PROPOSAL TO THE CITY OF PLANO
BY
JAMES McCARLEY
March 20, 2005

James McCarley (Consultant and Principal) proposes to undertake the following program of work for the City of Plano (Client) based on the following terms:

SECTION I - SCOPE

The Consultant will provide general Legislative support to the Client on a Specific Issue(s). Such support may include:

1. Attendance, as needed, at various State House and Senate Committee meetings and the Texas Legislature during the Legislative Session
2. Provision of advice and assistance to the Client on the legislative issue at the state level.
3. Advocacy for Client issue with appointed and elected officials on the issue as requested by the Client.

SECTION II - CONFLICTS

Consultant agrees that neither it and principal nor any associate or employee will accept any job that may conflict with the specific Client issue without prior notification to the Client. Client acknowledges Consultant's role with the Dallas Regional Mobility Coalition (DRMC), North Texas Tollway Authority (NTTA), and City of McKinney, and the Texas Municipal League and based upon its existing knowledge, determines no conflict with those relationships.

SECTION III - TERMS

Consultant agrees to accept the responsibilities of the engagement as described above under the following terms and conditions.

1. Client agrees to compensate Consultant \$15,000 during the remainder of the 79th Texas Legislative Session, payable in three monthly installments of \$5,000 each upon acceptance of the Proposal. The first payment being due upon acceptance, the second by April 30, 2005 and the third by May 31, 2005.
2. Consultant may be reimbursed for certain expenses if the Client approves such expenses.

3. Consultant acknowledges and represents he is aware of the laws, Client's City Charter, and City Code of Conduct regarding prohibited interest and that the existence of a prohibited interest at any time will render the Agreement voidable. At the time of execution of this Agreement, Consultant shall execute the Affidavit of No Prohibited Interest attached and incorporated herein as Exhibit "A."

This proposal and agreement will become effective on March 20, 2005 and extend until May 31, 2005.



James McCarley

City of Plano

March 20, 2005

Date

Date

y-4

Exhibit "A"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

By: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2005.

Notary Public, State of Texas

y-5



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date: 4/11/05		Reviewed by Legal <i>[Signature]</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Development Business Center		Initials <i>[Signature]</i>	Date	
Department Head	Frank Turner	Executive Director	<i>[Signature]</i> 4.5.05		
Dept Signature:		City Manager	<i>[Signature]</i> 4/5/05		
Agenda Coordinator (include phone #): Lynne Jones - 7109					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN LOCKE LIDDELL & SAPP LLP AND THE CITY OF PLANO FOR ADVOCACY AND CONSULTING SERVICES IN CONJUNCTION WITH THE TEXAS LEGISLATIVE 79 TH REGULAR SESSION; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	04/05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	85,000	0	85,000
Encumbered/Expended Amount		0	-27,285	0	-27,285
This Item		0	-10,000	0	-10,000
BALANCE		0	47,285	0	47,715
FUND(S): GENERAL FUND					
COMMENTS: Funds for consulting services are included in the FY2004-05 Non-Departmental Budget.					
Strategic Plan Goal: The agreement for legislative consulting services related to the City's Goal of "Service Excellence".					
SUMMARY OF ITEM					
This resolution approves the terms and conditions of an agreement whereby Locke Liddell & Sapp LLP will provide services related to the City's retirement programs and any other assignments as directed by the City Manager.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
n/a		n/a			

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN LOCKE LIDDELL & SAPP LLP AND THE CITY OF PLANO FOR ADVOCACY AND CONSULTING SERVICES IN CONJUNCTION WITH THE TEXAS LEGISLATIVE 79TH REGULAR SESSION; 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 agreement for advocacy and consulting services for the Texas Legislative 79th regular session on bills of interest to the City of Plano by and between Locke Liddell & Sapp LLP and the City of Plano, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

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

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

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

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

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

DULY PASSED AND APPROVED this the ____ day of _____, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Z-2

GOVERNMENT RELATIONS REPRESENTATION AGREEMENT

This Representation Agreement ("Agreement") shall set forth the entire agreement and understanding between Locke Liddell & Sapp LLP ("Locke Liddell") and the City of Plano ("City") with regard to Locke Liddell's government relations representation as described below.

SCOPE OF WORK

Locke Liddell will represent the City at the state level. Specifically, without limitation, Locke Liddell will render the following services (collectively, the "Services"):

- Communicate with the office of the Attorney General regarding Opinion No. GA-0221 and the current retirement system structure of the City;
- Develop and implement a state government relations plan of action and a public policy message to state officials in the legislative and executive branches of government regarding the City's retirement plan structure;
- Identify sponsors of legislation and amendments; lobby the passage or defeat of amendments based on the position of the City; and appear as a witness before appropriate governmental bodies on behalf of the City;
- Coordinate with other cities, interest groups and any other private or public entities sharing issues of common interest with the City on this matter; and
- Other services reasonably related to the provision of government relations services.

COMPENSATION

Fixed Fee and Expenses In consideration of the provision of the Services, the City shall pay Locke Liddell a fixed fee in the amount of \$10,000 per month for four (4) months (except as otherwise provided below). The City shall also reimburse Locke Liddell for expenses incurred in providing the Services, such as overnight delivery, local/hand delivery, copy and telecommunication charges. Provided, however, that Locke Liddell shall not incur more than \$100 in expenses in any month without the City's prior consent,

and Locke Liddell will not charge the City for (i) any travel in Texas, or (ii) any food, beverage or other entertainment expenses. The fixed fee and itemized expenses shall be billed monthly commencing March 2005.

Term The term of this Agreement began March 11, 2005, and ends June 30, 2005 (except as otherwise provided below).

Early Termination The City shall have the option to terminate this Agreement as of April 30, 2005, by providing written notice to Locke Liddell prior to such date. Upon exercise of the City's early termination option, the City shall be released from its obligation to pay the \$10,000 monthly fee for May and June.

TERMS

1. Use of multiple persons on a matter is acceptable if there is no duplication of effort other than necessary oversight. Unless prior authorization is given, the City will not pay for multiple attorneys at depositions, any court appearances, mediation, etc. This limitation also applies to support personnel. Any billing for inter-firm conferences is limited to the charges for the time spent in the conference by the attorney with the lowest billing rate.
2. In the event a motion for sanctions is filed against counsel for the City, counsel shall immediately disclose the same to the City Attorney or her designee. Payment for fees and expenses for defending a sanctions motion or other similar type of pleading must be first approved by the City Attorney.
3. City shall have the right to review, inspect and audit all files, business and payment records of the firm that are related to City's work for accuracy in billing and other charges.
4. Any media contact on this matter must first be approved by the City.
5. This Agreement is non-assignable.
6. The firm agrees that the attorney-client privilege for all communication and materials and work product protection shall survive the termination of this Agreement unless disclosure of any matter is required by law. If disclosure is requested, firm shall notify the City within 48 hours of the request.
7. All legal research performed in connection with this representation shall be the property of the City and copies must be provided upon request and without charge other than copying.

Z-4

8. Firm agrees by accepting representation that no member of the firm has or will have during the pendency of this representation, an actual or potential conflict of interest that will prevent them from providing representation in this matter, or would otherwise require written consent of the City, other named party in the litigation.

This Agreement constitutes the entire understanding and agreement between the parties as to the subject matter hereof, and supersedes all other prior and contemporaneous discussions, correspondence, agreements and an agreement in writing executed by each party hereto.

Entered into this _____ day of _____, 2005.

Use of multiple persons on a matter is acceptable if there is no duplication of effort other than necessary oversight. Unless prior authorization is given, the City will not pay for multiple attorneys at depositions, any court appearances, mediation, etc. This limitation also applies to support personnel. Any billing for inter-firm conferences is limited to the charges for the time spent in the conference by the attorney with the lowest billing rate.

LOCKE LIDDELL & SAPP, LLP

By: _____
Robert D. Miller
Chairman, Public Law Section

CITY OF PLANO

By: _____
Diane C. Wetherbee, City Attorney

7-5



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 4/11/05		Reviewed by Legal <i>PLU</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Legal		Initials	Date
Department Head	Diane Wetherbee	Executive Director		
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>4/4/05</i>
Agenda Coordinator (include phone #): Lynne Jones - 7109				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING SECTION II OF ORDINANCE NO. 2005-2-29 REGARDING VOTER OPTIONS FOR A CITIZEN INITIATIVE TO COMPLY WITH CITY CHARTER SECTION 7.05; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
This Ordinance amends Section II of Ordinance 2005-2-29 by changing the wording from "Yes" or "No" to "For the Resolution" or "Against the Resolution" to comply with City Charter Section 7.05.				
List of Supporting Documents: n/a		Other Departments, Boards, Commissions or Agencies n/a		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING SECTION II OF ORDINANCE NO. 2005-2-29 REGARDING VOTER OPTIONS FOR A CITIZEN INITIATIVE TO COMPLY WITH CITY CHARTER SECTION 7.05; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 25, 2005, the City Council passed Ordinance No. 2005-2-29 ordering a special election to be held in conjunction with the General Election for the purpose of submitting an initiative to the electorate regarding the use of bond funds to finance a performing arts center in Plano to the Arts of Collin County, Inc. for the purpose of building a facility in Allen, Texas; and

WHEREAS, the City Charter contains specific requirements for language in ballots for initiatives (Sec. 7.05 of Article 7); and

WHEREAS, in order to meet the above mentioned requirements, the City Council finds it necessary to amend Section II of Ordinance No. 2005-2-29.

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

Section I. Section II of Ordinance No. 2005-2-29 adopted by the City Council on February 25, 2005 is hereby amended to read in its entirety as follows:

“Section II. A special election be and is hereby ordered to be held in conjunction with the general election in and throughout the City of Plano, Texas on Saturday, May 7, 2005 for the purpose of submitting a petition initiative to the electorate, a copy of the resolution submitted is attached as Exhibit “A.” The proposition shall read:

‘The citizens of Plano ratify the Council’s intent to divert previously approved bonds to finance a Performing Arts Center in Plano to the Arts of Collin County, Inc. for the purpose of building a facility in Allen, Texas that will be jointly owned and operated by the cities of Plano, Allen and Frisco.

For the Resolution _____

Against the Resolution _____”

aa-2

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

DULY PASSED AND APPROVED this the ____ day of _____, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

FEB 21 2005

Notative

CITY SECRETARY'S OFFICE
Proposition Be Placed On A Ballot
 The Undersigned Citizens of Plano, Texas Do Hereby Petition The City Council of Plano, Texas That A Proposition Be Placed On A Ballot
 in the next election to wit: "Should The Citizens of Plano Ratify The Council's Intent to divert previously approved bonds to finance a
 Performing Arts Center in Plano to the Arts of Collin County, Inc. for the purpose of building a facility in Allen, TX."

Date (Fecha de Firma)	Signature (Firma)	Printed Name (Impresión Nombre)	Residence Address (Dirección de Residencia)	Date of Birth (Fecha de Nacimiento)	Voter Registration # (Núm. de Registro de Votante)
2-14-04	W.T. Jk	William T. Thompson	4300 Willow Ridge Rd	5/15/84	731467
2-14-05	[Signature]	Diana G. Merrill	2204 Grandview Dr.	7/27/40	26455
2/14/05	[Signature]	Josh Brown	2505 Dalgreen Dr.	4-16-72	299112
2/14/05	[Signature]	Mona Smith	1725 Midcrest	2/26/50	26009
2/14/05	[Signature]	MJ STEWART	936 Helgense	5/24/30	185149
2/14/05	[Signature]	Jennifer Hunt	3204 Forestway	8/02/83	654019
2/14/05	[Signature]	S.P. Harris	1815 Rio Grande	10/16/80	729631
2/14/05	[Signature]	Nancy Grannis	2604 Noetherst Dr	11/2/60	575506
2/14/05	[Signature]	Jammy Ballard	3700 Preston	6/10/77	
2/14/05	[Signature]	James Hitt	1001 Idewater	2-12-44	146665
2/14/05	[Signature]	Julie M. Shanes	4032 Carmichael	3-16-67	319003
2/14/05	[Signature]	MARY MERKA HARBOUR	3823 Jumar	12-11-67	74664
2/14/05	[Signature]	Mary McNeil	1703 E 15th St	2-24-78	7209
2/14/05	[Signature]	Edwin T. Shell	3424 Arclio Rd	9/9/51	91066
2-14-05	[Signature]	Mary Dave Dulair	1904 Glenwick	12-15-58	2146

STATE OF TEXAS, COUNTY OF COLLIN (sic)
 I, _____, being first duly sworn, on oath depose and say that I am one of the signers of the above petition and that the statements made therein are true and that each signature appearing there purports to have been made, and I solemnly swear that the same is the genuine signature of the person whose name it purports to be.
 Sworn and subscribed before me the _____ day of _____, 20____.
 Notary _____

A complete copy of the Petition has not been attached due to volume. The City Secretary has verified that it meets the required signatures of qualified voters.

aa-5

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, DETERMINING THAT THE CITIZENS OF PLANO SHOULD HAVE THE OPPORTUNITY TO RATIFY OR NOT RATIFY THE CITY OF PLANO'S PORTION OF FINANCING A PERFORMING ARTS CENTER THAT IS TO BE BUILT OUTSIDE THE CITY LIMITS OF PLANO AND IS TO BE SHARED BY TWO ADDITIONAL MUNICIPALITIES.

WHEREAS, the Citizens of Plano approved a 1998 Capital Improvement Bond to build a Performing Arts Center in the City of Plano; and

WHEREAS, the Plano Centre, located on 56 city owned acres, was originally designed as a complex to include a Performing Arts Hall and full service hotel; and

WHEREAS, at a Special Called Worksession on April 1, 2000, the City Council voted 5-2 to "designate the Preston Road/Spring Creek site as the site of choice... that the fall-back site is Plano Centre, that any fundraising efforts will be made with this disclosure"; and

WHEREAS, Proposition 9 on the May 5, 2001 Bond Election, calling for an additional \$15,600,000 in funding for the Arts facility, failed; and

WHEREAS, at Preliminary Open meeting on June 11, 2001, Council Members referenced the April 1, 2000 decision and instructed City Staff to begin feasibility studies for building at the Plano Centre site; and

WHEREAS, City Staff reported on August 13, 2001 that the Plano Center site is workable, offers shared facilities and the hotel/motel tax and/or a TIF could be used for additional funding; and

WHEREAS, City of Plano Ordinances 99-1-18 and 2000-2-29 authorized issuance of Performing Arts Center bonds "for the purpose of providing funds to make certain permanent public improvements *within the City*", were amended by Ordinance 2005-1-37 on January 31, 2005, deleting the words *within the City*; and

WHEREAS, 56% of the proposed Allen, Texas facility operating cost would be borne by the City of Plano based on current population; and

WHEREAS, the proposed Allen, Texas facility would only reserve 1/3 of the available dates for the numerous Plano music, dance and theatre non-profit groups and PISD; and

WHEREAS, the City Council wants to follow the wishes of the majority of the Citizens of Plano concerning financing of a Performing Arts Center outside the City limits of Plano.

aa-6

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 finds it in the best interest of the City of Plano and its citizens that a proposition be placed on a ballot in the next election to wit: "Should The Citizens of Plano ratify the City Council's intent to divert previously approved bonds to finance a Performing Arts Center in Plano to the Arts of Collin County, Inc. for the purpose of building a facility in Allen, TX yes no."

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

DULY PASSED AND APPROVED this the _____ day of _____, 2005.

Pat Evans, Mayor

ATTEST:

Elaine Bealke, CITY SECRETARY

Approved as to form:

Diane C. Wetherbee, CITY ATTORNEY

aa-7



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	4/11/05		Reviewed by Legal <i>pb</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	Legal		Initials	Date
Department Head	Diane C. Wetherbee		Executive Director	
Dept Signature:		City Manager	<i>[Signature]</i>	<i>4/14/05</i>
Agenda Coordinator (include phone #):		Edie Zygan ext. 7128		
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REVISING A PORTION OF ORDINANCE NO. 96-1-30, CODIFIED AS SECTION 7.5-16, DEFINITIONS, OF CHAPTER 7.5, EMERGENCY SERVICES, OF CITY OF PLANO CODE OF ORDINANCES; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
Revising Definitions of "equivalent local exchange access lines" and "local exchange access lines" from Section 7.5-16, Definitions of Chapter 7.5, Emergency Services in order to comply with the Commission of State Emergency Communications.				
List of Supporting Documents: n/a		Other Departments, Boards, Commissions or Agencies		

Bb-1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REVISING A PORTION OF ORDINANCE NO. 96-1-30, CODIFIED AS SECTION 7.5-16, DEFINITIONS, OF CHAPTER 7.5, EMERGENCY SERVICES, OF CITY OF PLANO CODE OF ORDINANCES; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, on January 22, 1996, by Ordinance No. 96-1-30, the City Council of the City of Plano added definitions pertinent to the 9-1-1 telephone service; and

WHEREAS, Health and Safety Code Section 771.063(c) requires the Commission on State Emergency Communications to annually review these definitions in order to address technical and structural changes in the provision of telecommunications and data services; and

WHEREAS, the Commission on State Emergency Communications adopted Rule 255.4, *Definition of a Local Exchange Access Line or an Equivalent Local Exchange Access Line*, which amended definitions of a local exchange access line and an equivalent local exchange access line; and

WHEREAS, such amendments are intended to minimize reliance on the federal subscriber line charge as the basis for defining the terms, and address issues where access to the dedicated 9-1-1 network is provisioned over an Internet Protocol application; and

WHEREAS, the City Council of the City of Plano now finds that the definitions of "equivalent local exchange access lines" and "local exchange access lines" contained in Section 7.5-16, Definitions, of Chapter 7.5, Emergency Services, of the Code of Ordinances of the City of Plano should be revised to comply with the Commission of State Emergency Communications.

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

Section I. Definitions of "equivalent local exchange access lines" and "local exchange access lines" from Section 7.5-16, Definitions, of Chapter 7.5, Emergency Services, are hereby repealed and replaced verbatim by the following language:

BB-2

“Local exchange access line or equivalent local exchange access line mean the physical voice grade telecommunications connection or the cable or broadband transport facilities, or any combination of these facilities, between an end user customer’s premises, and a service provider’s network that, when the digits 9-1-1 are dialed, provides the end user customer access to a public safety network. Each such connection (e.g. individual channel) provided to an end user customer shall constitute a separate “local exchange access line” or “equivalent local exchange access line.” A service provider that bills federal subscriber line charges on all its retail lines and services to all its end user customers may use the federal subscriber line charge as an alternative definition and may bill, collect, and remit 9-1-1 emergency service fees on that basis.

Local exchange access line or equivalent local exchange access line do not include coin-operated public telephone equipment, public telephone equipment operated by card reader, commercial mobile radio service that provides access to a paging or other one-way signaling service, a communication channel suitable only for data transmission, a line from a telecommunications service provider to an Internet service provider for the Internet service provider’s data modem lines only to provide its Internet access service and that are not capable of transmitting voice messages, a wireless roaming service or other nonvocal commercial mobile radio service, a private telecommunications system, or a wireless telecommunications connection subject to Texas Health and Safety Code, §771.0711.”

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 upon the effective date of this Ordinance, 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. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the _____ day of _____, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

bb-4



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	4/11/05		Reviewed by Legal <i>pu</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	City Secretary		Initials	Date
Department Head	Elaine Bealke		Executive Director	
Dept Signature:			City Manager	<i>[Signature]</i> 4/14/05
Agenda Coordinator (include phone #): Sharon Kotwitz - x7120				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
To adopt and enact Supplement Number 68 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact				
SUMMARY OF ITEM				
Adoption of this ordinance enables this supplement to be admissible in court.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS ADOPTING AND ENACTING SUPPLEMENT NUMBER 68 TO THE CODE OF ORDINANCES FOR THE CITY OF PLANO; PROVIDING FOR AMENDMENT TO CERTAIN SECTIONS OF THE CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano, Texas adopted a new Code of Ordinances upon adoption of Ordinance No. 87-3-14, on March 9, 1987; and

WHEREAS, Sections V and VI of Ordinance No. 87-3-14 provide for amendment to said Code of Ordinances; and

WHEREAS, §3.11 of the City of Plano Charter provides that the City Council has the power to have its ordinances codified and printed in Code form, and that such printed form shall have full force and effect without the necessity of publishing the same or any part thereof in a newspaper; and

WHEREAS, the Code of Ordinances of the City of Plano, Texas has been revised by previous amendments duly passed as individual ordinances by the City Council and such amendments are reflected on Supplement Number 68;

WHEREAS, The City Council wishes to adopt the ordinance codification version appearing in Supplement 68 of the Plano Code of Ordinances in order for the printed Code form to be considered identical to the original ordinance and to eliminate any confusion or differences in the format of the original ordinance.

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

Section I. The City Council hereby adopts the printed Code form of the ordinances contained in Supplement 68 as prepared by the codifier.

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

DULY PASSED AND APPROVED this the 11th day of April 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

CC-2
M:ord-supplement

DATE: March 22, 2005
TO: Honorable Mayor & City Council
FROM: Laura Williamson, Chairman, Planning & Zoning Commission *CHL*
SUBJECT: Results of Planning & Zoning Commission Meeting of March 21, 2005

**AGENDA NO. 6 - PUBLIC HEARING
ZONING CASE 2005-04
APPLICANT: CITY OF PLANO**

DESCRIPTION:

Request to amend Section 1.600 (Definitions) of Article 1 (General Regulations), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses), and related sections of the Zoning Ordinance to define and classify commercial pet sitting use.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: FAVOR: 0 OPPOSE: 0

LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA: FAVOR: 0 OPPOSE: 0

PETITION(s) RECEIVED: N/A # OF SIGNATURES: N/A

STIPULATIONS:

Recommended for approval as follows: (Additions are indicated by underlined text; deletions are indicated by strikethrough text.)

Amend the definition for Kennel (Indoor Pens) in Section 1.600 (Definitions) of Article 1 (General Regulations) to read as follows:

“Kennel (Indoor Pens) / Commercial Pet Sitting - An establishment with indoor pens in which more than six dogs or domesticated animals ~~more than one year old~~ are housed during the day or overnight, groomed, bred, boarded, exercised, trained, or sold for commercial purposes. Animal transportation service may be provided.”

FOR CITY COUNCIL MEETING OF: April 11, 2005 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

TE/mac

xc: Lynn Woodall, Administrative Support Supervisor

1-1

CITY OF PLANO
PLANNING AND ZONING COMMISSION

March 21, 2005

Agenda No. 6

Public Hearing: Zoning Case 2005-04

Applicant: City of Plano

DESCRIPTION:

Request to amend Section 1.600 (Definitions) of Article 1 (General Regulations), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses), and related sections of the Zoning Ordinance to define and classify commercial pet sitting use.

REMARKS:

Staff has received several inquiries about commercial pet sitting services (e.g., doggie day care) over the past few months. The Commission has reviewed and approved two such facilities. While commercial pet sitting use is closest in operation to veterinarian clinic and kennel (indoor) use, staff felt that it was appropriate to better define and classify commercial pet sitting use. The Commission called a public hearing for this purpose at their February 7, 2005, meeting.

Veterinarian Clinic is defined in the Zoning Ordinance as "An establishment, not including outside pens, where animals and pets are admitted for examination and medical treatment." Kennel (indoor pens) is defined as "An establishment with indoor pens in which more than six dogs or domesticated animals more than one year old are housed, groomed, bred, boarded, trained, or sold for commercial purposes." Veterinarian clinic and kennel (indoor) uses are allowed by right in the Retail (R), Downtown Business Government (BG), Light Commercial (LC), Central Business-1 (CB-1), Light Industrial-1 (LI-1), Light Industrial-2 (LI-2), and Corridor Commercial (CC) zoning districts, and with approval of a Specific Use Permit (SUP) in the Neighborhood Office (O-1) and General Office (O-2) districts.

1-2

Commercial pet sitting differs slightly from kennels in operation and services provided. Pet sitting typically provides "day care" for animals while kennels provide overnight housing. The two are similar enough that staff does not recommend any changes to the use charts. Commercial pet sitting does offer a greater range of services including pick-up and delivery of animals, exercise, and behavior "counseling". Staff recommends the definition of kennel (indoor pens) be expanded to add the additional services of commercial pet sitting businesses as follows:

Kennel (Indoor Pens) / Commercial Pet Sitting - An establishment with indoor pens in which more than six dogs or domesticated animals ~~more than one year old~~ are housed during the day or overnight, groomed, bred, boarded, exercised, trained, or sold for commercial purposes. Animal transportation service may be provided.

RECOMMENDATION:

Recommended for approval as follows: (Additions are indicated by underlined text; deletions are indicated by strikethrough text.)

Amend the definition for Kennel (Indoor Pens) in Section 1.600 (Definitions) of Article 1 (General Regulations) to read as follows:

"Kennel (Indoor Pens) / Commercial Pet Sitting - An establishment with indoor pens in which more than six dogs or domesticated animals ~~more than one year old~~ are housed during the day or overnight, groomed, bred, boarded, exercised, trained, or sold for commercial purposes. Animal transportation service may be provided."

ORDINANCE NO. _____
(Zoning Case 2005-04)

AN ORDINANCE OF THE CITY OF PLANO AMENDING SECTION 1.600 (DEFINITIONS) OF ARTICLE I (GENERAL REGULATIONS), SUBSECTION 2.502 (SCHEDULE OF PERMITTED USES) OF SECTION 2.500 (PERMITTED USES) OF ARTICLE 2 (ZONING DISTRICTS AND USES), AND RELATED SECTIONS OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2004-9-37, AS HERETOFORE AMENDED, TO AMEND THE DEFINITION OF KENNEL (INDOOR PENS); AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 11th day of April, 2005, for the purpose of considering a change in the Zoning Ordinance; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 11th day of April, 2005; and

WHEREAS, the City Council is of the opinion and finds that such change would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section 1. Section 1.600 (Definitions) of Article I (General Regulations) of the Comprehensive Zoning Ordinance, Ordinance No. 2004-9-37, as the same has been heretofore amended, is hereby further amended so as to amend the definition for Kennel (Indoor Pens), such definition to read in its entirety as follows:

“Kennel (Indoor Pens) / Commercial Pet Sitting - An establishment with indoor pens in which more than six dogs or domesticated animals are housed during the day or overnight, groomed, bred, boarded, exercised, trained, or sold for commercial purposes. Animal transportation service may be provided.”

1-4

Section II. Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance, Ordinance No. 2004-9-37, as the same has been heretofore amended, is hereby further amended to change the use category for Kennel (Indoor Pens) to read as follows:

"Kennel (Indoor Pens) / Commercial Pet Sitting"

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

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

Section V. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

Section VII. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 11TH DAY OF APRIL, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

1-5

DATE: March 22, 2005
TO: Honorable Mayor & City Council
FROM: Laura Williamson, Chairman, Planning & Zoning Commission *CHL*
SUBJECT: Results of Planning & Zoning Commission Meeting of March 21, 2005

**AGENDA ITEM NO. 8A - PUBLIC HEARING
ZONING CASE 2005-06
APPLICANT: S.H. 121 - PRESTON, L.P.**

DESCRIPTION:

A request to rezone 19.6± acres located on the east side of Ohio Drive, 300± feet south of McDermott Road from Retail (R) to Planned Development-Single-Family Residence-6 (PD-SF-6). Zoned Retail. Neighborhood #1.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **FAVOR:** 0 **OPPOSE:** 0

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

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

STIPULATIONS:

Recommended for approval as PD-SF-6 subject to a maximum lot coverage of 50% total for primary and accessory buildings.

FOR CITY COUNCIL MEETING OF: April 11, 2005 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

TE/mac

xc: SH 121-Preston, LP, Trustee, C/O Stanford Land Investment, Inc.
David Kalhoefer, Kings Hollow Management, LLC
Lynn Woodall, Administrative Support Supervisor

CITY OF PLANO
PLANNING & ZONING COMMISSION

March 21, 2005

Agenda Item No. 8A

Public Hearing: Zoning Case 2005-06

Applicant: S.H. 121 - Preston, L.P.

DESCRIPTION:

A request to rezone 19.6± acres located on the east side of Ohio Drive, 300± feet south of McDermott Road **from** Retail (R) **to** Planned Development-Single-Family Residence-6 (PD-SF-6). Zoned Retail. Neighborhood #1.

REMARKS:

The applicant is requesting to rezone 19.6± acres to PD-SF-6 to allow for the development of a single-family detached residential subdivision. A Phase II land study for the proposed PD-SF-6 property accompanies this request as Agenda Item 8B, and a concept plan for the 8.7± acre retail tract between the PD-SF-6 property and McDermott Road accompanies this request as Agenda Item 8C.

The current zoning is Retail (R). The R district is intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services including convenience stores, shopping centers, and regional malls but not including wholesaling or warehousing.

The proposed zoning is PD-SF-6. The SF-6 district is intended to provide for small-lot, urban, single-family development protected from excessive noise, illumination, odors, visual clutter, and other objectionable influences to family living. A planned development (PD) district provides the ability to amend use, height, setback, and other requirements at the time of zoning to promote innovative site design and better development controls appropriate to both offsite and onsite conditions. The request proposes to increase the maximum lot coverage from 35% plus ten percent additional coverage for accessory buildings (45% total) to 50% total for primary and accessory buildings. The request does not propose to amend minimum lot area, setbacks, height, or any other standards of the SF-6 district.

2-2

Surrounding Land Use and Zoning

The area of the request lies southeast of the intersection of Ohio Drive and McDermott Road. The property has a gentle terrain that falls in elevation to the southeast. It is partially used for agricultural purposes. There is minimal tree cover and natural vegetation. A man-made drainage channel crosses the southern one-third of the property.

The western boundary of the property is Ohio Drive. Across Ohio Drive to the west, the property is zoned Planned Development-20-Mixed Use and has been partially developed as multifamily residential and retail uses. The eastern boundary of the property is future Razor Road. The land on the east side of Razor Road is owned by the City of Plano and is intended to be a future linear park. The park property is zoned Single-Family Residence-9 (SF-9) and Patio Home (PH). East of the park property are developed residential subdivisions zoned SF-9 and PH. Between the area of the request and McDermott Road, the property is zoned R and is undeveloped. South of the area of the request, the property is also zoned R and is undeveloped.

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Low Intensity Office (LIO). The LIO designation is intended to serve local office needs and to act as a transition between residential areas and community and neighborhood commercial areas. While the existing R zoning permits office use consistent with the LIO land use designation, other permissible uses in the R district are not consistent with the LIO land use designation. The proposed PD-SF-6 is not consistent with the LIO designation.

Adequacy of Public Facilities - Water and sanitary sewer services are available in the general area. Sanitary sewer service will need to be extended for this property.

Traffic Impact Analysis (TIA) - A TIA is not required for a single-family residential zoning request.

ISSUES:

Rezoning of Nonresidential Property to Residential

The applicant is requesting to rezone this nonresidential property to a residential classification. Policy Paper No. 2.0, Rezoning Property to Meet Demand, included in the Land Use Element of the Comprehensive Plan, provides guidelines for assessing such rezoning requests.

The request generally complies with Policy Paper No. 2.0. The area is physically appropriate for residential use. The area is not affected by adverse environmental conditions such as noise, light, fumes, or related nuisances. The rezoning of land would not result in a shortage of land for neighborhood retail or service uses, and would not diminish the land base considered prime for economic expansion.

Request for Planned Development Zoning

The rezoning request is to establish a planned development district with SF-6 base zoning. The applicant proposes to increase the maximum lot coverage from 35% plus ten percent additional coverage for accessory buildings (45% total) to 50% total for primary dwelling and accessory buildings. The applicant has requested the increase in lot coverage to accommodate construction of a large master suite on the first floor of the residence.

"Retail Study of Underperforming and Vacant Retail Areas"

In 2003, City Council adopted the *Retail Study of Underperforming and Vacant Retail Areas* initiated by the cities of Carrollton, Richardson, and Plano. The study examined the retail market conditions in the three cities and offered alternatives to address underperforming and vacant retail sites. The study recommended rezoning retail land to a residential zoning classification when there was "an oversupply of commercial space in the immediate area." Within one-half mile of the zoning request, there is approximately 750,000 square feet of developed retail space. There is sufficient undeveloped R-zoned land in the half-mile radius to increase the amount of retail space by approximately 200,000 square feet. The requested residential rezoning would reduce the amount of undeveloped retail zoning consistent with the study's recommendations.

Retail Remainder Between the Area of the Request and McDermott Road

As a result of the above study, City Council amended the R zoning district in 2003 to expand the uses allowed by right and by specific use permit (SUP). This revision permitted Single-Family Residence Attached (SF-A), Two-Family Residence (2F) and PH uses with approval of an SUP. A residual tract could remain for retail use provided the tract was a minimum of two acres in area and the tract had access to a median opening. As shown in the concept plan on Agenda Item 8C, the applicant proposes to leave an 8.7± acre R-zoned tract between the proposed PD-SF-6 property and McDermott Road. Although this residual retail tract is not part of the rezoning request, the tract does conform to the size and median access standards of the R district.

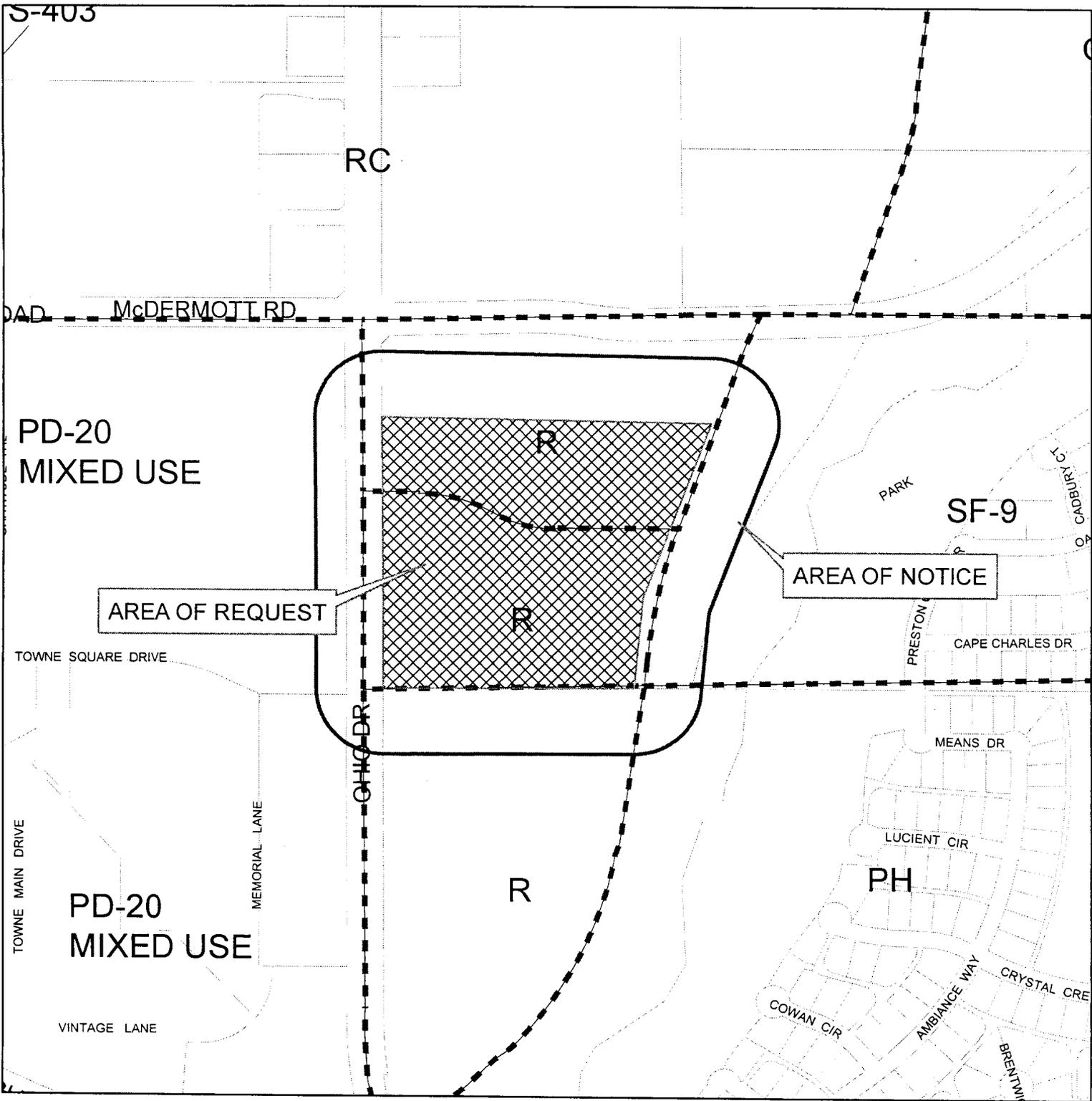
SUMMARY:

The request for PD-SF-6 is not consistent with Low Intensity Office designation of the Future Land Use Plan; however, rezoning the property from R to PD-SF-6 follows the recommendation of the *Retail Study of Underperforming and Vacant Retail Areas* to reduce excess R-zoned property. The physical character of the land is appropriate for single-family residential uses and the proposed PD-SF-6 zoning is consistent with the existing SF-9 residential zoning and future linear park to the east.

RECOMMENDATION:

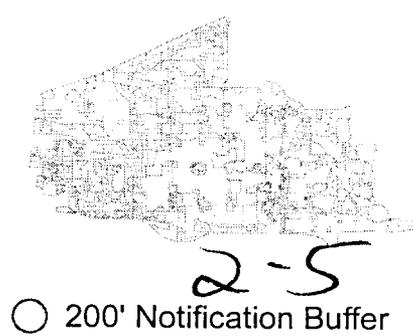
Recommended for approval as PD-SF-6 subject to a maximum lot coverage of 50% total for primary and accessory buildings.

2-4



Zoning Case #: 2005-06

Existing Zoning: RETAIL



○ 200' Notification Buffer



ORDINANCE NO. _____
(Zoning Case 2005-06)

AN ORDINANCE OF THE CITY OF PLANO AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2004-9-37, AS HERETOFORE AMENDED, SO AS TO REZONE 19.6± ACRES OUT OF THE COLLIN COUNTY SCHOOL LAND SURVEY NO. 7, ABSTRACT NO. 153, LOCATED EAST OF OHIO DRIVE AND 300± FEET SOUTH OF MCDERMOTT ROAD IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, FROM RETAIL TO PLANNED DEVELOPMENT-155-SINGLE-FAMILY RESIDENCE-6; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 11th day of April, 2005, for the purpose of considering rezoning 19.6± acres out of the Collin County School Land Survey No. 7, Abstract No. 153, located east of Ohio Drive and 300± feet south of McDermott Road in the City of Plano, Collin County, Texas, from Retail to Planned Development-155-Single-Family Residence-6; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 11th day of April, 2005; and

WHEREAS, the City Council is of the opinion and finds that such rezoning would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2004-9-37, as the same has been heretofore amended, is hereby further amended so as to rezone 19.6± acres out of the Collin County School Land Survey No. 7, Abstract No. 153, located east of Ohio Drive and 300± feet south of McDermott Road in the City of Plano, Collin County, Texas, from Retail to Planned-Development-155-Single-Family Residence-6, said property being described in the legal description on Exhibit "A" attached hereto.

2-6

Section II. The change granted in Section I is granted subject to maximum lot coverage of 50% total for primary and accessory buildings.

Section III. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

Section VI. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

Section VIII. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 11TH DAY OF APRIL, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract or parcel of land situated in the Collin County School Land Survey No. 7, Abstract No. 153, in the City of Plano, Collin County, Texas, and being part of a tract of land described to Rosemary Hagggar Vaughan Family Foundation as recorded in County Clerks File Number 96-0053596 and also to the Ed Hagggar Family Foundation as recorded in County Clerks File Number 96-0053597 and also described to J. M. Hagggar Jr. Family Foundation as recorded in County Clerk's File Number 96-0053598, and being more particularly described as follows:

BEGINNING at a point in the approximate centerline of Ohio Drive (120 foot wide right-of-way) being North, $89^{\circ} 51' 27''$ West, a distance of 60.00 feet from a 1/2 inch iron rod in the east line of Ohio Drive and bearing North, $89^{\circ} 55' 43''$ East, a distance of 58.23 feet from the southwest corner of the said Rosemary Vaughan Family Foundation tract;

THENCE North, $00^{\circ} 24' 34''$ West, along the approximate centerline of said Ohio Drive, a distance of 859.55 feet to a point for corner;

THENCE North, $89^{\circ} 46' 40''$ East, leaving the approximate centerline of said Ohio Drive, a distance of 853.08 feet to a point for corner;

THENCE South, $77^{\circ} 54' 13''$ East, a distance of 169.11 feet to a point for corner;

THENCE South, $80^{\circ} 19' 35''$ East, a distance of 113.18 feet to a point for corner;

THENCE South, $55^{\circ} 45' 28''$ East, a distance of 60.00 feet to a point for corner in the approximate centerline of Razor Road (a 110.00 foot right-of-way) and at the beginning of a curve to the left whose chord bears South, $23^{\circ} 15' 19''$ West, 762.46 feet;

THENCE in a southwesterly direction with the approximate centerline of said Razor Road and along said curve to the left having a central angle of $21^{\circ} 58' 25''$, a radius of 2,000.32 feet, and an arc length of 767.15 feet to a point for corner;

THENCE South, $12^{\circ} 16' 07''$ West, continuing along the approximate centerline of said Razor Road, a distance of 73.66 feet to a point for corner;

THENCE South, $89^{\circ} 51' 27''$ West, leaving the approximate centerline of said Razor Road, a distance of 856.77 feet to the POINT OF BEGINNING and CONTAINING 19.613 acres of land, more or less.

2-8



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 4/11/05		Reviewed by Legal <i>DW</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Planning		Initials	Date
Department Head	Phyllis M. Jarrell		Executive Director	
Dept Signature:	<i>P. Jarrell</i>		<i>JW</i>	<i>4/4/05</i>
Agenda Coordinator (include phone #): Lynn Woodall, ext. 7156				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PUBLIC HEARING				
CAPTION				
PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE FOR ZONING CASE 2005-01 - An ordinance amending the Comprehensive Zoning Ordinance of the city, Ordinance No. 2004-9-37, as heretofore amended, granting Specific Use Permit No. 560 so as to allow the additional use of Contract Construction on 1.0± acre of land out of the Daniel Rowlett Survey, Abstract No. 738, located on the northeast corner of K Avenue and Pecan Lane in the City of Plano, Collin County, Texas, presently zoned Light Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Tabled 3/16/2005 and removed from table on 3/28/2005.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
This item was originally tabled at the March 16 th meeting for 90 days. City Council asked staff to work with the Planning & Zoning Commission to consider appropriate regulations for contract construction uses. However, the Council later approved the applicant's request to have this item scheduled for consideration at an earlier date.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Ordinance Follow Up Memo Staff Write Up				

DATE: March 29, 2005
TO: Applicants with Items before City Council
FROM: Tom Elgin, Development Review Manager 
SUBJECT: Results of City Council Meeting of March 28, 2005

PUBLIC HEARING
ZONING CASE 2005-01
APPLICANT: FIX AIR SERVICES

DESCRIPTION:

A request for a Specific Use Permit (SUP) for Contract Construction on 1.0± acre on one lot located at the northeast corner of K Avenue and Pecan Lane. Zoned Light Commercial. Neighborhood #22.

APPROVED: 8-0* **DENIED:** _____ **TABLED:** _____

STIPULATIONS:

*By prior action, City Council tabled consideration of this case for 90 days from its March 16, 2005, hearing. At the request of the applicant, City Council approved removing the item from the table and changed the City Council public hearing date to April 11, 2005.

BT/mac

xc: Hadi Shafaian-Fard, Fix Air Services
Pat Payton, Roome Land Surveying

3-2

CITY OF PLANO
PLANNING & ZONING COMMISSION

February 21, 2005

Agenda Item No. 6A

Public Hearing: Zoning Case 2005-01

Applicant: Fix Air Services

DESCRIPTION:

A request for a Specific Use Permit (SUP) for Contract Construction on 1.0± acre on one lot located at the northeast corner of K Avenue and Pecan Lane. Zoned Light Commercial. Neighborhood #22.

REMARKS:

The applicant is requesting an SUP for Contract Construction to operate an air conditioning contractor company. The applicant is planning to convert a one story brick house on his property to an office to operate a contract construction use. The applicant does not propose outdoor storage of equipment or supplies. A site plan accompanies this request as Agenda Item 6B.

The current zoning is Light Commercial (LC). The LC district is intended to provide for a wide array of retail, office, and service uses to meet the needs of local residents and businesses. An SUP authorizes and regulates a use not normally permitted in a district, which could benefit in a particular case the general welfare, provided adequate development standards and safeguards are met.

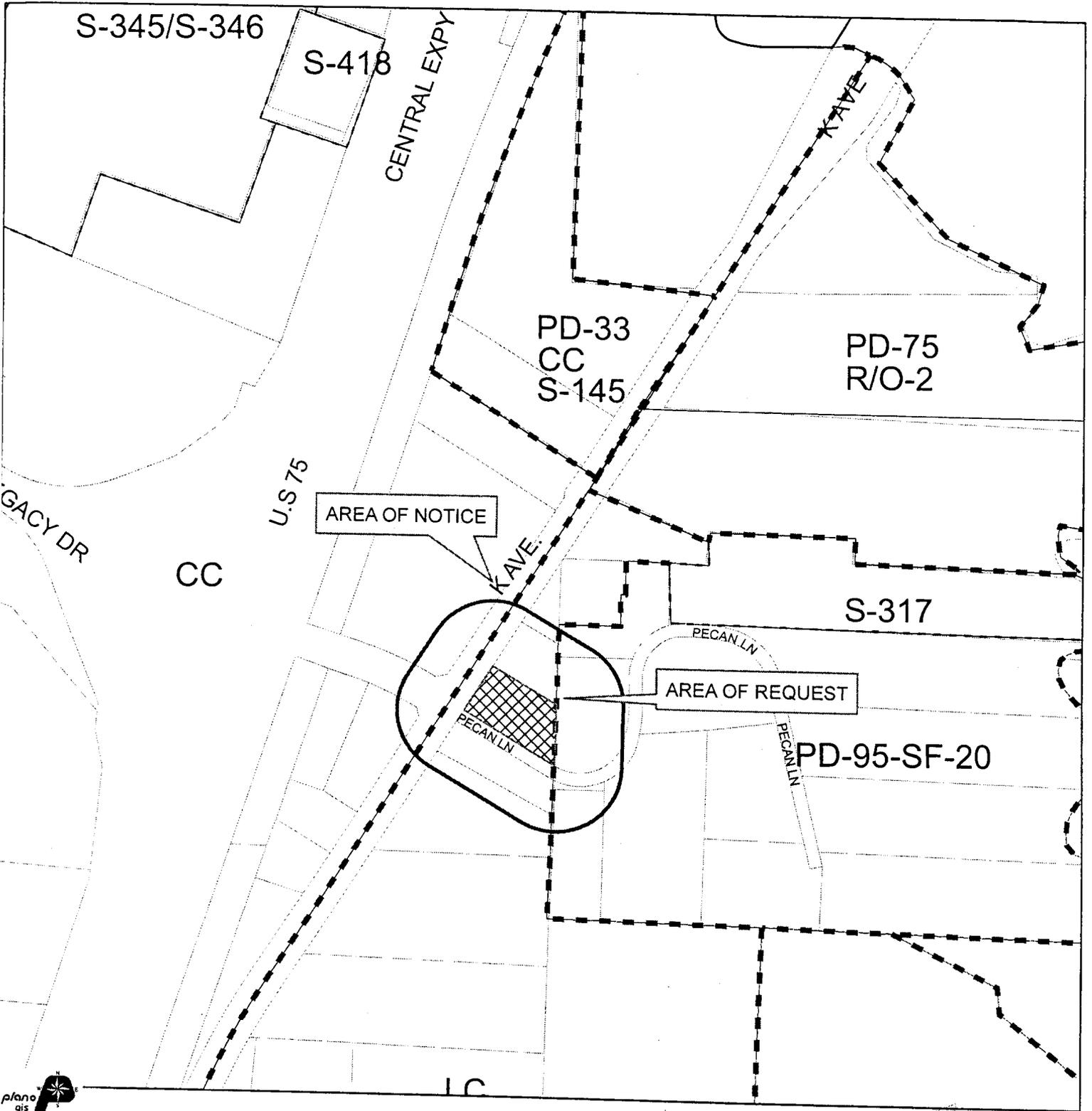
The proposed site for contract construction is located at the northeast corner of K Avenue and Pecan Lane. North of this property are automotive uses. To the south, across Pecan Lane, are vacant land and building material sales use. A convenience store with gas pumps, automotive uses, and vacant land are to the west across K Avenue. Single-family residential use is to the east.

The operation of a contract construction business is compatible with the existing LC uses in the area.

RECOMMENDATION:

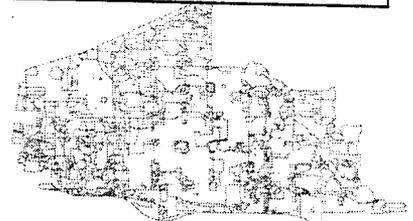
Recommended for approval as submitted.

3-3



Zoning Case #: 2005-01

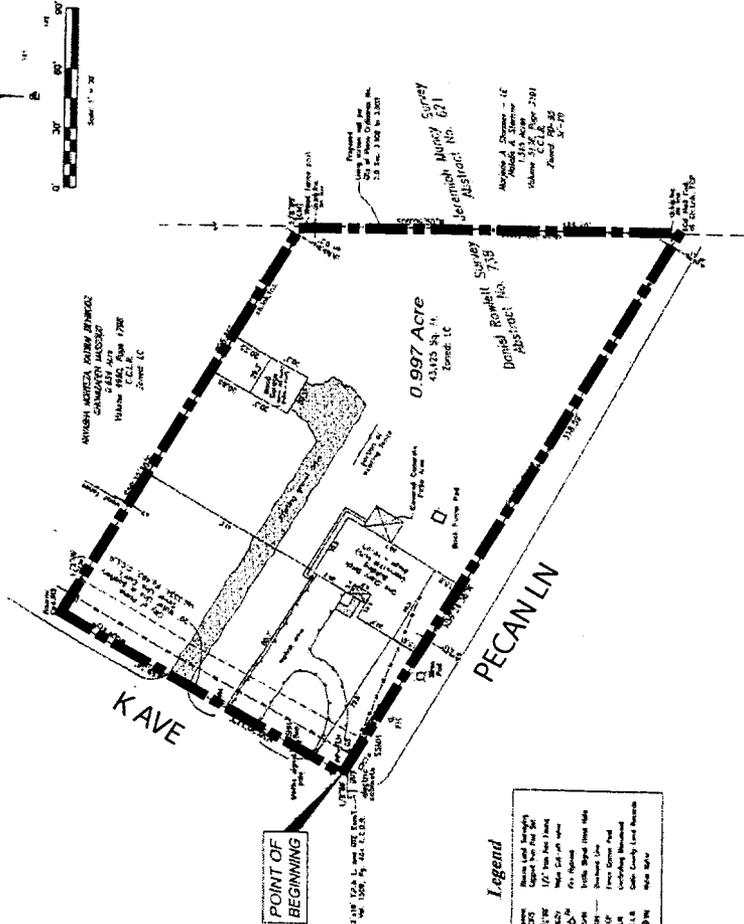
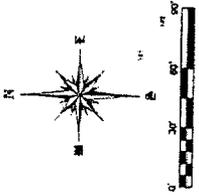
Existing Zoning: Light Commercial



○ 200' Notification Buffer



3-4



Legend

Shaded Area	Survey
1/2" Dashed Line	1/2" Dashed Line
1/4" Dashed Line	1/4" Dashed Line
3/8" Dashed Line	3/8" Dashed Line
1/2" Solid Line	1/2" Solid Line
3/4" Solid Line	3/4" Solid Line
1" Solid Line	1" Solid Line
2" Solid Line	2" Solid Line
4" Solid Line	4" Solid Line
8" Solid Line	8" Solid Line
16" Solid Line	16" Solid Line
32" Solid Line	32" Solid Line
64" Solid Line	64" Solid Line
128" Solid Line	128" Solid Line
256" Solid Line	256" Solid Line
512" Solid Line	512" Solid Line
1024" Solid Line	1024" Solid Line
2048" Solid Line	2048" Solid Line
4096" Solid Line	4096" Solid Line
8192" Solid Line	8192" Solid Line
16384" Solid Line	16384" Solid Line
32768" Solid Line	32768" Solid Line
65536" Solid Line	65536" Solid Line
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ORDINANCE NO. _____
(Zoning Case 2005-01)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2004-9-37, AS HERETOFORE AMENDED, GRANTING SPECIFIC USE PERMIT NO. 560 SO AS TO ALLOW THE ADDITIONAL USE OF CONTRACT CONSTRUCTION ON 1.0± ACRE OF LAND OUT OF THE DANIEL ROWLETT SURVEY, ABSTRACT NO. 738, LOCATED ON THE NORTHEAST CORNER OF K AVENUE AND PECAN LANE IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, PRESENTLY ZONED LIGHT COMMERCIAL; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 11th day of April, 2005, for the purpose of considering granting Specific Use Permit No. 560 for Contract Construction on 1.0± acre of land out of the Daniel Rowlett Survey, Abstract No. 738, located on the northeast corner of K Avenue and Pecan Lane in the City of Plano, Collin County, Texas, presently zoned Light Commercial; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 11th day of April, 2005; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 560 for Contract Construction on 1.0± acre of land out of the Daniel Rowlett Survey, Abstract No. 738, located on the northeast corner of K Avenue and Pecan Lane in the City of Plano, Collin County, Texas, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

36

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

Section I. The Comprehensive Zoning Ordinance No. 2004-9-37, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 560, allowing the additional use of Contract Construction on 1.0± acre of land out of the Daniel Rowlett Survey, Abstract No. 738, located on the northeast corner of K Avenue and Pecan Lane in the City of Plano, Collin County, Texas, presently zoned Light Commercial, said property being more fully described on the legal description in Exhibit "A" attached hereto.

Section II. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

Section V. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

Section VII. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 11TH DAY OF APRIL, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

3-8

EXHIBIT "A"
LEGAL DESCRIPTION

SITUATED in the State of Texas, County of Collin, and City of Plano, being part of the Daniel Rowlett Survey, Abstract No. 738, being the resurvey of Thurman Harpers 1.00 acre tract recorded in Volume 572, Page 176 of the Collin County Deed Records with the herein described premises being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found marking the intersection of the southeast right-of-way line of State Highway No. 5 (100 foot right-of-way) with the northeast right-of-way line of Pecan Lane (50 foot right-of-way), said beginning corner being the southwest corner of a 20 foot wide water line an sanitary sewer easement recorded in Volume 3334, Page 493 of the Collin County Deed Records;

THENCE with the southeast right-of-way line of State Highway No. 5, the west line of said 1.00 acre tract, and the northwest line of said 20 foot wide easement, North, 30° 20' 37" East, 159.36 feet to a 1/2 inch iron rod found marking the northwest corner of said 1.00 acre tract, 20 foot wide easement, and the southwest corner of Clyde Harpers 1.00 acre tract recorded in Volume 572, Page 174 of the Collin County Deed Records;

THENCE with the northeast line of said 20 foot wide easement, the northeast line of Thurman Harpers 1.00 acre tract, and the southwest line of Clyde Harpers 1.00 acre tract, south 59° 32' 30" East, passing at 20.00 feet a 1/2 inch iron rod found marking the northeast corner of said 20 foot wide easement and continuing for a total distance of 225.39 feet to a 5/8 inch iron rod found marking the northeast corner of Thurman Harpers 1.00 acre tract and the southeast corner of Clyde Harpers 1.00 acre tract;

THENCE with the east line of Thurman Harpers tract, South, 00° 09' 50" West, 185.40 feet to a 1/2 inch iron rod found at the base of a chain link fence corner post marking the southeast corner of Thurman Harpers 1.00 acre tract and being in the northeast right-of-way line of the aforementioned Pecan Lane;

THENCE with the southwest line of Thurman Harpers 1.00 acre tract and the northeast right-of-way line of Pecan Lane, North, 59° 24' 38" West, passing at 298.59 feet the southeast corner of said 20 foot wide easement, and continuing for a total distance of 318.59 feet to the PLACE OF BEGINNING and CONTAINING 43,425 square feet or 0.997 acre of land.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	4/11/05	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Planning	Initials	Date	
Department Head	Phyllis Jarrell	Executive Director	<i>[Signature]</i>	4/11/05
Dept Signature:	<i>P. Jamell</i>	City Manager	<i>[Signature]</i>	4/11/05
Agenda Coordinator (include phone #): Lynn Woodall, x 7156				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Consideration of a Resolution Approving and Adopting the Plan to End Chronic Homelessness in Collin County; and Providing an Effective Date. (Item tabled from March 16, 2005.)				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
The Plan to End Chronic Homelessness in Collin County was prepared in response to a federal initiative to end chronic homelessness within 10 years. Approval of the Plan will meet a requirement of the City's Consolidated Plan for federal CDBG and HOME funds.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memo, Resolution, Plan Document		Community Relations Commission, Approved 8-0		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING AND ADOPTING THE PLAN TO END CHRONIC HOMELESSNESS IN COLLIN COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the United States Interagency Council on Homelessness has requested that local counties and cities develop and implement a 10-year plan to end chronic homelessness; and

WHEREAS, the City of Plano has participated with other local municipalities and non-profit agencies within Collin County to develop Homeward Bound: the Plan to End Chronic Homelessness in Collin County (the "Plan"); and

WHEREAS, U.S. Department of Housing and Urban Development (HUD) regulations require the City to address the issue of chronic homelessness in its Consolidated Plan; and

WHEREAS, the Community Relations Commission conducted a public hearing on December 14, 2004, to obtain citizen comments and input concerning the Plan; and

WHEREAS, upon due consideration, the Community Relations Commission recommended approval of the Plan; and

WHEREAS, the City Council conducted a public hearing on March 16, 2005, to obtain comments from citizens concerning the Plan; and

WHEREAS, upon full review and consideration thereof and all matters attendant and related thereto, the City Council is of the opinion that the Plan should be approved and adopted to be part of the City of Plano's 2005 Consolidated Plan.

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

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

Section II. The Plan is hereby approved and adopted to be part of the City of Plano's 2005 Consolidated Plan.

4-2

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

DULY PASSED AND APPROVED THIS THE _____ DAY OF APRIL, 2005.

Pat Evans, Mayor

ATTEST:

Elaine Bealke, CITY SECRETARY

Approved as to form:

Diane C. Wetherbee, CITY ATTORNEY

MEMORANDUM

April 1, 2005

To: Tom Muehlenbeck, City Manager
From: Bob Buffington, Neighborhood Services Manager
Subject: Plan to End Chronic Homelessness

As requested, we have revised the Plan Implementation section to indicate the effect of funding the program with the Continuum of Care Grant.

The Pilot Program will be conducted by non-profit agencies in Plano, Frisco, Allen, and McKinney, each of whom would provide service to the homeless living in their communities. After the Continuum of Care Grant is approved, HUD will contract directly with the agencies, not the cities. Funding from the grant will provide for up to 20 homeless persons. The Homeward Bound Task Force will provide oversight and monitoring of the work, and will determine whether or not the Plan is successfully helping to stabilize the chronic homeless.

The Continuum of Care grant is a three-year grant. If the grant is approved for 2005, we would receive \$112,000 in 2006, 2007, and 2008. The Task Force will apply for the grant again in 2006, and, if approved, would receive another \$112,000 for 2007, 2008, and 2009. Another grant application in 2007 would result in \$112,000 for 2008, 2009, and 2010, and so forth. Thus, we would have \$112,000 for 2006, \$224,000 for 2007, and \$336,000 for 2008 and beyond, to use to implement the Plan. Other grants will have to be sought to obtain the additional funds necessary to fully implement Phase Two of the Plan. We do not expect any of this money to come through the cities; it would go directly to the non-profit agencies providing housing and services. Of course, if federal budget cuts were to end the Continuum of Care program, our program would also cease.

The Plan does not require the use of Plano's CDBG funds; therefore, the amount of funding available to Plano non-profits from CDBG will not change. If the Continuum of Care application is successful, the Plan will result in additional funds for non-profits currently working with the homeless.

4-4

HOMeward BOUND

A PLAN TO END CHRONIC HOMELESSNESS IN COLLIN COUNTY



COLLIN COUNTY, TEXAS

October, 2004

4-5

Acknowledgements

Our special thanks to the Homeward Bound Task Force that met from July through October, 2004

Amber Counts, Samaritan Inn
Beth Bentley, McKinney Housing Authority
Bill Alsup, City of Richardson
Billy Ho, City of Sachse
Carol R. Schaper, NAMI, Collin County
Carolyn Lovell, City of McKinney
Doug Mousel, City of Prosper
Haideh Jahansouz, Hope's Door
Helen Macey, Plano Housing Authority
Howard Dahlka, Samaritan Inn
Jackie Hall, Assistance Center of Collin County
Jaqueline Jagielski, Organization for Latin Americans (OLA)
JoAnn Ruis, Plano Housing Authority
John Godwin, City of Fairview
Kelly Young, CITY House
Laleh Soltan, City of Plano
Lee Battle, City of Allen
Leslie Adkins, Avenues Counseling Center
Leslie Hayes, CITY House
Lynn Duong-Coley, United Way of Metropolitan Dallas
Marilyn Stidham, Collin County Committee on Aging
Mark Roath, City of Wylie
Martha Leija, Organization for Latin Americans (OLA)
Mary Fredericks, Life Path Systems
Michelle S. Patrick, Collin County
Mindy Manson, City of Wylie
Renee Carroll-Grate, Hope's Door
Ryan Middleton, City of Frisco
Scott Albert, City of Celina
Shirletta Best, City of McKinney
Stacy Brown, City of Plano
Tracy Westhoff, Samaritan Inn

We would also like to thank the following people for their time and consideration of this important issue:

Bill Bilyeu, Collin County
Judge Weldon Copeland, The Mental Commitment Court of Collin County

4-6

TABLE OF CONTENTS

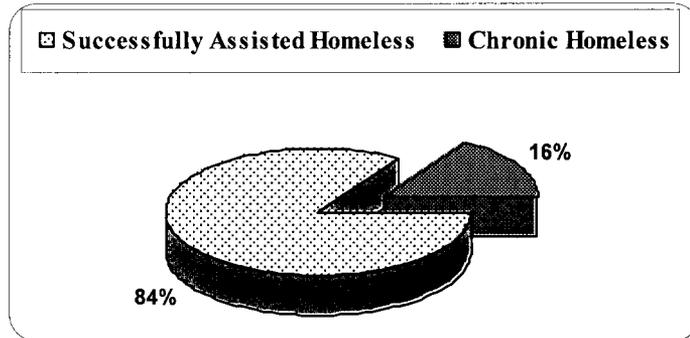
The Planning Process.....	1
Goals	2
1) Build the Organization Infrastructure	
2) Close the Front Door by Preventing Homelessness	
3) Open the Back Door (Intervention)	
Plan Implementation	4
1) Phase One: Pilot Program	
2) Phase Two: County - Wide Program	
Matrix	7

4-7

THE PLANNING PROCESS

The United States Interagency Council on Homelessness is encouraging local counties and cities to develop and implement 10-year plans to end Chronic Homelessness. It is anticipated that this plan will be a requirement for HUD funds in the future. The City of Plano volunteered to facilitate the planning process and develop the plan for Collin County.

The first task was to determine the number of chronic homeless persons in Collin County. A needs assessment was developed and completed by the City of Plano staff in collaboration with the Homeward Bound Task Force. A collaboration of homeless service providers and municipalities comprise the Homeward Bound Task Force. The Homeward Bound Needs



Assessment 2004 identified 1,238 persons who were residing in homeless shelters in 2003 and in the state mental hospitals from Collin County. This number was determined through the data provided by the Collin County homeless shelters, transitional housing units, and Collin County Commitment Court. The compilation of data indicated that there are approximately 200 chronic homeless persons in Collin County per year.

According to the Homeward Bound Needs Assessment 2004, the homeless provider system of Collin County is successfully assisting 84% of the homeless persons in Collin County in becoming stable and productive citizens. The remaining 16% of the homeless population in Collin County do not have a permanent home, are unable to take care of themselves, and are over utilizing the health care, social service, and justice systems. These persons are the chronic homeless.

The HUD definition of the chronic homeless is, *“Unaccompanied homeless individuals with a disabling condition (mental illness, substance abuse, physical illness or disability or the co-occurrence of two or more of these conditions) who have either been continuously homeless for a year or more or has had at least four episodes of homelessness in the past three years.”*

The Task Force next assessed the housing and services available to the chronic homeless in Collin County. Currently, housing for the chronic homeless has consisted of Wichita Falls State Mental Hospital, private residential treatment (usually a 14 day maximum stay), or the Collin County Jail. There is no other housing for this population at this time. Supportive services include outpatient mental health and substance abuse treatment which are provided through North Star, a seven county public/Medicaid managed care program. The Dallas Area North Star Authority monitors the services that are provided by North Star. The availability of long-term (more than 90 days) mental health and substance abuse treatment for indigent clients is non-existent in Collin County.

Without adequate housing and supportive services, the cycle of homelessness continues for this population. A point-in-time survey of the Collin County Mental Commitment Court indicated that one-third of the people on the docket (six out of seventeen people) for involuntary commitment had previously been through the mental commitment process. For many, the state mental hospital is their only stable home.

4-8

The following is a list of issues affecting the chronic homeless in Collin County compiled from the Homeward Bound Needs Assessment 2004:

- Inadequate health and human service infrastructure.
- Need for housing for the chronic homeless.
- Inadequate availability of long-term mental health care and substance abuse treatment.
- Lack of follow-up of people discharged from institutions (shelters, homeless prevention programs, incarceration, mental hospitals, and hospitals).
- Lack of public awareness and understanding of mental illness and substance abuse.
- Potential reductions in state funding for health and human services.

Review of the United Way of Metropolitan Dallas, *Community Assessment Collin County 2004 Update*, reveals concurrence with the following critical issues facing Collin County: (1) the lack of a health and human service infrastructure in Collin County, (2) the inadequate availability of long-term mental health care and substance abuse treatment, and (3) imminent reductions in federal funding for health and human services.

A ten year plan was formulated from the issues identified in the Homeward Bound Needs Assessment 2004. The goals were strategically framed using the elements of a plan to end chronic homelessness encouraged by the National Alliance to End Homelessness and recommended by the U.S. Interagency Council on Homelessness. These elements include: 1) Build the infrastructure, Plan for Outcomes, Manage for Results, 2) Close the Front Door by Preventing Homelessness; 3) Open the Back Door (Intervention). These elements are in gray. The following goals were developed for ending chronic homelessness in Collin County:

GOALS

BUILD THE ORGANIZATIONAL INFRASTRUCTURE PLAN FOR OUTCOMES MANAGE FOR RESULTS

1. Establish a segment of the health and human services infrastructure in Collin County that is dedicated to the reduction of chronic homelessness through public and private partnerships to encourage effective and efficient use of resources.
 - a. Create the administration of the Collin County Plan to End Chronic Homelessness. Increase knowledge of needs and patterns of all subpopulations of chronic homeless individuals. Increase capacity in tracking the extent of chronic homelessness in Collin County.
 - b. Build networking and problem-solving relationships among providers, funding entities, and advocates.
 - c. Implement an educational campaign to increase understanding and public awareness, reduce stigma associated with chronic homelessness, and solicit county-wide support and interest in ending chronic homelessness in Collin County.

2. Develop, implement, and sustain a comprehensive program of housing and client centered, recovery based, supportive services for persons with mental health and/or substance abuse disorders.

CLOSE THE FRONT DOOR BY PREVENTING HOMELESSNESS

- a. Expand case management programs to include chronic homeless assessments and the ability to extend time limits on services for those at risk of becoming homeless. Clients from Homeless Prevention Programs, the Samaritan Inn, Collin County Jail, Green Oaks (a Collin County inpatient psychiatric services provider), and the state mental hospital would be assessed for the need for more services.
- b. Educate personnel who interact with the chronic homeless population concerning the characteristics of this population, including: Personnel from the Collin County Jail, Municipal Jails, Homeless Prevention Programs, the Samaritan Inn Homeless Shelter, and Police Officers.
- c. Improve the collaboration with institutions to encourage effective and efficient use of resources: Collin County Jail, Municipal Jails, Mental Commitment Court, Green Oaks Mental Hospital, State Mental Hospitals, Dallas Area North Star Authority.

OPEN THE BACK DOOR (INTERVENTION)

- d. Provide basic needs (shelter, food, and safety) to chronic homeless persons.
- e. Provide treatment and services (mental health, substance abuse, transportation, employment) to chronic homeless persons.
- f. Create a Jail Diversion Program aimed at the appropriate placement of persons with mental illness who have entered the justice system.
- g. Increase funding and resources available to prevent, intervene, reduce, and eliminate chronic homelessness in Collin County.

4-10

PLAN IMPLEMENTATION

The Plan to End Chronic Homelessness will be implemented in two phases. Each phase will include program goals, action steps, responsible organizations, target dates, and a budget. Detailed action steps are located in the goal matrix starting on page six. The Homeward Bound Task Force suggests implementing a pilot program as the first phase of the plan.

Phase One: County-Wide Pilot Program

This county-wide pilot program will begin July 1, 2006. The Homeward Bound Task Force, consisting of the cities of Allen, Frisco, McKinney, and Plano, and service providers, will use Continuum of Care Grant (COC) funds to execute the plan. The budget for Phase 1 is \$112,000. Through the Continuum of Care Grant, HUD will contract directly with non-profit organizations to provide housing, case management, and life skills services, based on this Plan.

At the conclusion of the pilot program, the Plan will be evaluated for efficiency and effectiveness. As funds are secured, housing and services will be provided to additional chronic homeless individuals through the implementation of Phase Two.

The Cost of Chronic Homelessness

Cost for 30 days for 20 persons at state mental hospital **\$255,000/month**

Plan to End Chronic Homelessness

Phase One: County-Wide Pilot Program Annual Budget

<u>Administration/Monitoring</u>	\$ 5,600
<u>Housing</u>	\$78,400
Room/Board (20 persons)	
Transportation funds for clients	
<u>Services</u>	
Case Management (20 persons)	\$28,000
Case Manager (1)	
Office/phone/supplies	
Travel funds	
Life Skills Education	
Total Program Cost for Pilot Program	\$ 112,000 Annually

Cost Savings **\$245,666.67 per month**

The cost of this pilot program will be \$9,333.33 per month whereas the cost of providing twenty (20) persons housing and treatment at the state mental hospital for 30 days is \$255,000. This cost does not include the cost of the justice system, namely, the police and mental commitment court staff. The preliminary cost savings is \$245,666.67 per month.

Phase Two: Expanded Program

As funds are secured, Phase Two will be implemented. This phase includes administrating and monitoring the plan, increasing the breadth and depth of the organizational structure, and providing housing and services for up to two hundred (200) chronic homeless individuals in Collin County.

Each of the four municipalities will have at least one case manager located within their city limits to provide services to the chronic homeless. The optimum placement of these case managers would be at the local emergency service center, such as the Assistance Center for Plano citizens. These centers currently provide homeless prevention funds in the form of rent and utility payments to persons at risk of becoming homeless. At least one case manager will also be assigned to the County Mental Commitment Court.

The Homeward Bound Task Force will monitor Phase One of the Plan. As funding is secured, Phase Two implementation will begin.

Plan to End Chronic Homelessness

Phase Two: Expanded Program

<u>Administration/Monitoring</u>		\$ 70,000
• Manager		
• Office/phone/mileage/supplies		
<u>Homeless Prevention</u>		\$ 80,000
• Rent and Utility funds		
<u>Housing</u>		
• Room/Board	(100 persons)	\$100,000
• Transportation funds for clients		
<u>Services</u>		
• Case Management (200 persons)		\$264,000
Case Managers (9)		
Office/phone/mileage/supplies		
• Life Skills Education		\$ 25,000
Total Expanded Program Cost for One Year		\$539,000

The funds to implement Phase One of the Plan will be allocated from the County-Wide Continuum of Care Grant (COC) funds. Continuum of Care COC funds may also be used for the implementation of Phase Two. If municipalities elect to contribute other funds to the program to ensure that their homeless population receives services, they may do so.

4-12

GOAL	ACTION STEPS	RESPONSIBLE ORGANIZATION	TARGET DATES
<p>BUILD THE ORGANIZATIONAL INFRASTRUCTURE FOR THE COLLIN COUNTY PLAN TO END CHRONIC HOMELESSNESS.</p> <p>PLAN FOR OUTCOMES.</p> <p>MANAGE FOR RESULTS.</p> <p>Establish a health and human services infrastructure in Collin County that is dedicated to the reduction of chronic homelessness through public and private partnerships and encourages effective and efficient use of resources.</p>	<ol style="list-style-type: none"> 1. Establish a central clearinghouse for the implementation of the Plan. 2. Facilitate the quarterly meetings of the Homeward Bound Task Force. 3. Develop an outcome-based evaluation system of homeless service providers. 4. Develop the methodologies for data collection. 5. Gather housing inventory data through annual surveys to service providers, county and city government, and the general public. 6. Conduct regular point-in-time counts of sheltered and unsheltered homeless persons. 7. Interpret data and make recommendations for plan changes. 8. Prepare annual report of plan outcomes. 9. Increase funding and resources available to prevent, reduce, and eliminate chronic homelessness in Collin County. 	<p>Action Steps 1 – 9</p> <p>Phase 1 Homeward Bound Task Force</p> <p>Phase 2 Homeward Bound Task Force</p>	<p>07/01/06</p> <p>07/01/07</p>

413

4-14

GOAL	ACTION STEPS	RESPONSIBLE ORGANIZATION	TARGET DATES
<p>Build networking and problem solving relationships among providers, funders, and advocates.</p>	<ol style="list-style-type: none"> 1. Develop relationships with Metropolitan Dallas organizations and state organizations. (United Way, Metropolitan Dallas homeless organizations, Dallas Area North Star Authority, Wichita Falls State Hospital, and Texas Workforce Commission) 2. Initiate problem solving meetings with Collin County homeless prevention providers, shelters, mental health providers, substance abuse providers, Collin County Jail, Municipal Jails, Mental Commitment Court, and Green Oaks Hospital. 	<p>Action Steps 1 and 2 Phase 1 Homeward Bound Task Force Phase 2 Homeward Bound Task Force</p>	<p>07/01/06 07/01/07</p>
<p>Implement an educational campaign to increase the understanding and public awareness, reduce stigma associated with chronic homelessness, and solicit county-wide support.</p>	<ol style="list-style-type: none"> 1. Initiate a public relations campaign. 2. Meet with local service organizations, such as, Rotary Clubs, Kiwanis Clubs, Lions Clubs, and the Junior League. 	<p>Action Steps 1 and 2 Phase 2 Homeward Bound Task Force</p>	<p>07/01/07</p>

GOAL	ACTION STEPS	RESPONSIBLE ORGANIZATION	TARGET DATES
<p>CLOSE THE FRONT DOOR BY PREVENTING HOMELESSNESS.</p> <p>Develop, implement, and sustain a comprehensive program of housing and client centered, recovery based, supportive services for chronic homeless persons with mental health and/or substance abuse disorders.</p>	<ol style="list-style-type: none"> 1. Expand case management programs to include chronic homeless assessments administered to consumers of the Samaritan Inn, Collin County Jail, Green Oaks Hospital, and Wichita Falls State Hospital, and homeless prevention programs. 2. Extend case management services for two years to follow-up on those who are chronic homeless, and those at risk of becoming chronic homeless. 3. Educate personnel who interact with the chronic homeless population concerning successful interactions. Personnel to be trained include: Collin County Jail employees, Municipal Jail employees, Homeless Prevention providers, the Samaritan Inn Homeless Shelter, and Police Officers. 	<p>Action Steps 1 and 2 Phase 1 Homeward Bound Task Force Phase 2 Homeward Bound Task Force</p>	<p>07/01/06 07/01/07</p>
<p>OPEN THE BACK DOOR (INTERVENTION).</p> <p>Provide basic needs (shelter, food, and safety) to chronic homeless persons.</p>	<ol style="list-style-type: none"> 1. Work with the organizations such as the Samaritan Inn, LifePath, and homeless prevention providers to provide these services. 2. Request that chronic homeless persons receive a higher priority rating than in the past to public 	<p>Action Step 3 Phase 2 Homeward Bound Task Force</p>	<p>07/01/07</p>
<p>OPEN THE BACK DOOR (INTERVENTION).</p> <p>Provide basic needs (shelter, food, and safety) to chronic homeless persons.</p>	<ol style="list-style-type: none"> 1. Work with the organizations such as the Samaritan Inn, LifePath, and homeless prevention providers to provide these services. 2. Request that chronic homeless persons receive a higher priority rating than in the past to public 	<p>Action Steps 1 and 2 Phase 1 Homeward Bound Task Force and Continuum of Care Grant recipients Phase 2 Homeward Bound Task Force and Continuum of Care Grant recipients</p>	<p>07/01/06 07/01/07</p>

4-15

GOAL	ACTION STEPS	RESPONSIBLE ORGANIZATION	TARGET DATES
<p>housing and Section 8.</p>	<p>3. Utilize the stock of affordable housing by developing relationships with landlords and advocates for inclusive rental practices for persons with mental health or substance abuse issues.</p>	<p><u>Action Step 3</u> Phase 2 Homeward Bound Task Force</p>	<p>07/01/07</p>
<p>Provide treatment and services (mental health, substance abuse, transportation, employment) to chronic homeless persons.</p>	<p>1. Identify providers and work with them to provide these services. 2. Create a Jail Diversion Program aimed at the appropriate placement of persons with mental illness who have a contact with the justice system. 3. Incorporate life skills education into the case manager's service plan for the individual.</p>	<p><u>Action Step 1</u> Phase 1 Homeward Bound Task Force Phase 2 Homeward Bound Task Force <u>Action Step 2</u> Phase 1 North Star Phase 2 North Star <u>Action Step 3</u> Phase 1 Homeward Bound Task Force Phase 2 Homeward Bound Task Force</p>	<p>07/01/06 07/01/07 07/01/06 07/01/07 07/01/06 07/01/07</p>

4-16



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY			Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:		4/11/05	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		
Dept Signature:	<i>Don Wendell</i>		City Manager	<i>[Signature]</i>	<i>4/4/05</i>
Agenda Coordinator (include phone #): Linda Benoit 7255					
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Repealing Ordinance No. 2004-7-12 and Adopting a new Ordinance relating to the policies and procedures for funding public art; Providing definitions; Allowable uses of public art funds; Responsibilities of the Public Art Committee; Administration of the Public Art Program; and Maintenance of Public Art; Providing a severability clause ; a repealer clause; and an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS	
Budget	0	0	0	0	
Encumbered/Expended Amount	0	0	0	0	
This Item	0	0	0	0	
BALANCE	0	0	0	0	
FUND(S):					
COMMENTS:					
SUMMARY OF ITEM					
<p>City Council had previously approved a public art funding ordinance limited to capital improvement projects. The Council has since determined there is a need for greater flexibility to provide public art funds on or within new and existing City facilities and property. This ordinance repeals the earlier ordinance and makes provision for adding public art improvements to existing facilities as well as new construction. It further clarifies that public art improvements may be funded through a variety of means, but not through the issuance of debt instruments that mature in twenty years or more. Council's sole discretion in direction of which projects shall include public art and the Council's authority to cancel or suspend this ordinance for any project or public art improvement for any or no reason is specifically asserted in this ordinance. The responsibilities of the public art committee are also enumerated in the ordinance. The proposed ordinance is a revision of the item that was tabled at the Council meeting of 3/28/05.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS REPEALING ORDINANCE NO. 2004-7-12 AND ADOPTING A NEW ORDINANCE RELATING TO THE POLICIES AND PROCEDURES FOR FUNDING PUBLIC ART; PROVIDING DEFINITIONS; ALLOWABLE USES OF PUBLIC ART FUNDS; RESPONSIBILITIES OF THE PUBLIC ART COMMITTEE; ADMINISTRATION OF THE PUBLIC ART PROGRAM; AND MAINTENANCE OF PUBLIC ART; PROVIDING A SEVERABILITY CLAUSE ; A REPEALER CLAUSE; AND AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes that public art can contribute to the quality of life of all residents of Plano through the creation of an enhanced physical and cultural environment; and

WHEREAS, the City Council finds that public art can assist in the development of high quality civic facilities and property; and

WHEREAS, public art can help support the economic vitality of the City through increased property values and new cultural tourism opportunities; and

WHEREAS, public art has the potential to enhance the knowledge and understanding of the community's history and culture; and

WHEREAS, public art can provide increased access to artistic experiences of the highest caliber for the residents and visitors to Plano; and

WHEREAS, the City Council had previously approved a public art funding ordinance limited to capital improvement projects, the Council has since determined there is a need for greater flexibility to provide public art funds on and within new and existing City facilities and property and Council wishes to adopt this policy in accordance therewith.

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

Section I. The City Council hereby repeals in its entirety Ordinance No. 2004-7-12 and adopts a new Ordinance as follows:

5-2

“POLICIES AND PROCEDURES FOR FUNDING AND ADMINISTRATION OF PUBLIC ART

Article I. DEFINITIONS.

- a. “Excluded Projects” means street construction, reconstruction, repair and replacement projects, water and sewer infrastructure projects; at-grade parking facilities that are not required for a public facility; municipal drainage erosion projects; projects that are not generally accessible to the public; and, Community Investment Program projects with budgets under \$1,000,000. See also the project limitations described under Article II.a.1.
- b. “Project(s)” means Projects identified as part of the City’s Community Investment Program (City of Plano’s definition of Capital Improvement Program) and funded with Bonds, Capital and Fund Balance Reserve Funds, Plano Park Development Fees, Impact Fees, and Tax Increment funds.
- c. “Public Art” means the services of, or work by, a professional artist generally recognized by critics and peers as a professional of serious intent and recognized ability who produces art in any medium or material, including, but not limited to, the visual, literary and media arts. The work must be original and may be permanent, temporary, or functional.

Specifically excluded from this definition are: a) super graphics, signage, or color coding except where these elements are integral parts of the overall concept of the artist commissioned for the project; b) art projects that are mass produced such as fountains or statuary unless designed by an artist and commissioned for multiple copies; c) reproductions, by mechanical or other means, of original works of art, except in cases of film, video, photography, printmaking or other media arts; d) the architecture of a facility or other public improvement, or any portion thereof, including decorative, ornamental, or functional elements, unless designed by an artist commissioned for this design enhancement purpose; e) landscape architecture and landscape gardening except where these elements are designed by an artist commissioned for this design enhancement purpose.

- d. “Public Art Committee” means a committee appointed by the City Council.

- e. "Public Art Fund" means an account to be maintained by the City.
- f. "Public Art Improvement(s)" means those improvements that contain a public art element, in whole or part, whether the public art is integrated into a facility or is an independent feature on public property.
- g. "Public Art Plan" means a prioritized list of Public Art Projects and expenditures for the year, developed by the Creative Arts Division through recommendations of the Public Art Committee in consultation with City departments to be recommended by the Public Art Committee for approval by the City Council.

Article II. SELECTION AND FUNDING FOR PUBLIC ART IMPROVEMENTS.

- a. The City Council approves of using funds for public art from any available source, including Certificates of Obligation, Tax Anticipation Notes, general reserve funds, donations, grants, and any other resources. The process for selecting and funding public art shall be as follows:
 - 1. Projects that include Public Art shall be limited to those locations where the public has general/regular access, e.g., libraries, recreation and senior facilities, parks, civic centers, auditoriums and performing arts centers and shall not include Excluded Projects as defined in Article I.a.
 - 2. (a) During the annual approval of the Community Investment Program, the Public Art Committee will present its recommendations to the City Council for Projects that should have Public Art. The City Council will then initially direct which Projects will have Public Art as an element.

(b) The maximum allocation for Projects containing Public Art shall not exceed two percent (2%) of the Project's budget established in the annual approval of the Community Investment Program, less all costs for demolition, real property acquisition and any subsequent amounts for amendments or change orders to the Project. The Public Art portion of the Project shall be funded as Council deems appropriate and as allowed by law, but shall not include funding that incurs debt that matures in twenty (20) years or longer.

5-4

- 3 Only Public Art Improvements associated with Projects of the Community Investment Program are restricted to the provisions set forth in Article II.a.2. above.
- 4 The City Council may identify other Public Art Improvements to be funded, and the Public Art Committee shall advise and make recommendations to the City Council with regard to site(s) and a proposed budget for those Public Art Improvements. The Council shall then determine the amount to be allocated for the Public Art Improvements.
5. Because of the fiscal responsibilities of the City Council and that funding for public art is within its sole discretion, the Council reserves the right to cancel or suspend this Ordinance for any Project(s) or other Public Art Improvement(s) or modify the budget for Public Art at any time for any or no reason. In order to effectuate a suspension or a modification of the budget for public art funding for a specific Project(s) or other Public Art Improvement(s), the Council is only required to post such item in accordance with the law and take action by vote of the majority of the Council present at such meeting. Any other suspension, amendment, or cancellation shall be done by an ordinance.
6. All Projects financed with grants or contributions from private persons or other governmental or public agencies are subject to this Ordinance unless it is expressly provided otherwise in the conditions of the grant. If public art is not allowed as an authorized purpose of such grant or contribution, then only the City-funded portion of the Project will be subject to this Ordinance.
7. In every application for any capital improvement project grant, each City department shall request that up to 2% of the amount be authorized for Public Art in accordance with this Ordinance.

Article III. PUBLIC ART FUND.

- a. For the fiscal year beginning October 1, 2005, and for each fiscal year thereafter, the amount allocated for Public Art Improvements

for that fiscal year shall be credited to the Public Art Fund. Such credits shall be made at the same time that the City Council approves one or more of the Projects contained in the Community Investment Program for Public Art or approves of other Public Art Improvements. The actual funding for Public Art Improvements may be made at any time the City Council deems appropriate and shall be in accordance with Article II.

- b. Amounts appropriated for a Public Art Improvement that are not expended or otherwise restricted may be re-appropriated for and expended on other Public Art Improvements approved under the Public Art Plan provided that the re-appropriation and expenditure constitutes a lawful use of such funds.

Article IV. RESTRICTION ON USE OF FUNDS.

Public Art Funds shall be applied to pay the costs and expenses of Public Art in accordance with the Public Art Plan and where payment is otherwise allowed by law. Costs and expenses may include artists' design concepts, architect's fees where collaboration is involved, and for the acquisition, purchase, commissioning, fabrication, manufacture, erection, placement, installation, exhibition, repair and restoration of Public Art. Funds shall not be used for professional graphics, mass produced work unless specially commissioned by the City, or work not produced by an artist approved per the City's artist selection policies.

Article V. RESPONSIBILITIES OF THE PUBLIC ART COMMITTEE.

The Plano Public Art Committee shall advise and make recommendations to the Plano City Council and appropriate City boards and commissions regarding the Public Art Program concerning the following matters:

- a. Public Art policies and procedures;
- b. Artist selection juries and process;
- c. Commission and placement of artworks;
- d. Maintenance and removal of artworks;
- e. Development and approval of the annual Public Art Plan.

Article VI. ADMINISTRATION OF THE PUBLIC ART PROGRAM.

Day-to-day administration of the Plano Public Art Program shall be provided by the City's Creative Arts Division in coordination with other affected

5-6

City departments and agencies. Their administrative duties shall include, but not be limited to, the following:

- a. Preparation of the annual Public Art Plan, in consultation with the Public Art Committee, the City Manager and/or his/her designee, the directors of all City departments with eligible projects included in that Plan, and the Mayor and City Council, as appropriate.
- b. Administration of all aspects of the Public Art Program, including: 1) recommending the development and revision of Program policies and guidelines; 2) the development of Program budgets, artist selection processes and juries; 3) community outreach and education and all other aspects of implementing the Program; 4) recordkeeping for all Public Art.
- c. Reporting annually to the Public Art Committee, City Manager and to the Plano City Council regarding prior year activities related to the Public Art Program.
- d. Providing available staff support to the Public Art Committee.
- e. Conducting periodic surveys of the condition of the Public Art collection. Each survey will include a report on the condition of each artwork, prioritized recommendations for the restoration and/or repair of the artwork and estimated cost for that restoration.

Article VII. MAINTENANCE OF PUBLIC ART.

- a. In order to provide for the ongoing customary and ordinary maintenance of Public Art, the costs and maintenance shall be the responsibility of each department having jurisdiction over the facility or location where the Public Art is located.
- b. The cost of maintaining Public Art shall constitute an operating expense of the department responsible for the Public Art. The department having jurisdiction over the facility or location shall be responsible for seeking budgetary funding for the operating expenses to the same extent as other operating expenses of the department.
- c. The cost and expense of periodic restoration and/or repair beyond ordinary and maintenance care under Article VII a. shall constitute an eligible expense from the Public Art Fund unless that expenditure is prohibited by law. Projects in need of restoration

and/or repair will be considered annually for inclusion and funding in the Public Art Plan.”

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

Section III. 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 IV. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the ____ day of _____, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

58



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	4/11/05	Reviewed by Legal <i>pel</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Legal		Initials	Date
Department Head	Diane Wetherbee	Executive Director		
Dept Signature:	<i>D. Wetherbee</i>	City Manager	<i>[Signature]</i>	<i>3/31/05</i>
Agenda Coordinator (include phone #): Lynne Jones - 7109				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Discussion and Council direction regarding regulation of solicitation in the rights-of-way.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
This item is for discussion of solicitation in the rights-of-way and Council direction regarding same.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
March 29, 2005 Memo		n/a		

MEMORANDUM

DATE: March 29, 2005
TO: Honorable Mayor and Members of Council
FROM: Diane C. Wetherbee, City Attorney *DW*
SUBJECT: **Solicitation Issues**

Based upon the direction of the Council, the Subcommittee met to review options for limited solicitation at several intersections where it is now prohibited. As a result of this discussion, the following parameters were developed if the Council wanted to allow solicitation for limited periods and locations. The main parameters are:

- Solicitation is only allowed four weekends a year (Saturday and Sunday) during daylight hours only.
- The exact intersection locations where limited solicitation may occur have not been identified, but the number of intersections where solicitation could occur should be limited and limited to the four solicitation periods a year.
- A maximum of four solicitors per intersection.
- In order to ensure that all interested persons or groups have a fair opportunity to solicit, an annual lottery system will be used. No person or organization may receive more than one permit per year.
- Permits to solicit will be required and issued by the police department, with a nominal fee to offset expenses, and an ability to waive the permit for indigency status.
- Safety vests are required.
- The limited solicitation must be conducted on the medians or sidewalks; no right to be in traveled portion of right of way.

If an ordinance is adopted, it is recommended to go into effect later this year. This will allow the police department to set up the permit system and appropriate procedures.

The Council should be aware of a pending bill in the legislature regarding solicitation. See attached. If adopted in its current form, this bill will require cities to grant authorization for a person to "stand in the roadway to solicit charitable contributions if they are employees or agents of the local entity." The solicitors will have to apply and give the locations, dates and times when the solicitation is to occur. The applicants will also have to show proof of liability insurance of at least 1 Million Dollars to cover damages that may be incurred as a result of the solicitation. If this bill is passed it may undergo scrutiny by the Attorney General as to its constitutionality for favoring only employees and agents of the city.

This item will be on your April 11th meeting for discussion and action.

DW/lj

Attachment

c: Thomas H. Muehlenbeck, City Manager
Greg Rushin, Police Chief
Warren Spencer, Police Legal Advisor

A BILL TO BE ENTITLED

AN ACT

1
2 relating to local government authorization of charitable
3 solicitation by a pedestrian.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

5 SECTION 1. Chapter 552, Transportation Code, is amended by
6 adding Section 552.0071 to read as follows:

7 Sec. 552.0071. LOCAL AUTHORIZATION FOR SOLICITATION BY
8 PEDESTRIAN. (a) A local authority shall grant authorization for a
9 person to stand in a roadway to solicit a charitable contribution as
10 provided by Section 552.007(a) if the persons to be engaged in the
11 solicitation are employees or agents of the local authority, and
12 the other requirements of this section are met.

13 (b) A person seeking authorization under this section shall
14 file a written application with the local authority not later than
15 the 11th day before the date the solicitation is to begin. The
16 application must include:

17 (1) the date or dates and times when the solicitation
18 is to occur;

19 (2) each location at which solicitation is to occur;
20 and

21 (3) the number of solicitors to be involved in
22 solicitation at each location.

23 (c) This section does not prohibit a local authority from
24 requiring a permit or the payment of reasonable fees to the local

1 authority.

2 (d) The applicant shall also furnish to the local authority
3 advance proof of liability insurance in the amount of at least \$1
4 million to cover damages that may arise from the solicitation. The
5 insurance must provide coverage against claims against the
6 applicant and claims against the local authority.

7 (e) A local authority, by acting under this section or
8 Section 552.007, does not waive or limit any immunity from
9 liability applicable under law to the local authority. The
10 issuance of an authorization under this section and the conducting
11 of the solicitation authorized is a governmental function of the
12 local authority.

13 (f) Notwithstanding any provision of this section, the
14 existing rights of individuals or organizations under Section
15 552.007, Transportation Code, are not impaired.

16 SECTION 2. This Act takes effect immediately if it receives
17 a vote of two-thirds of all the members elected to each house, as
18 provided by Section 39, Article III, Texas Constitution. If this
19 Act does not receive the vote necessary for immediate effect, this
20 Act takes effect September 1, 2005.

6-4